

1 //

2 BY MR. ARONOWITZ:

3 Q And emergency messages, have you requested that
4 emergency, interruption of programming occur anywhere to put
5 out emergency messages?

6 A We've never asked him to put out a message that
7 would necessitate him to take broadcasting off such as you
8 would normally associate with the Emergency Broadcast
9 System. We have asked him to put out official information.
10 You could claim it was emergency information in regards to a
11 water main break, the health component of that or what have
12 you, but not remove your programming; just as an item of the
13 news as an item of the -- what do you call -- disk jockey, I
14 guess, whether his talk, what have you.

15 Q Okay. And I believe you just said, you know, "you
16 could claim" that it was such and such.

17 Who would the "you" be? Do you recall saying
18 that?

19 A Yes.

20 Q Okay, and when you said "you could claim," who
21 would the "you" be?

22 A It would be me or whoever else was disseminating
23 the information if we thought it was important enough in
24 regards to the emergency at hand.

25 Q Okay. But you didn't?

1 A No.

2 JUDGE STEINBERG: Let me just interrupt here.

3 MR. ARONOWITZ: I'm done.

4 JUDGE STEINBERG: In your profession in your role,
5 with your title, does the word "emergency" have a special
6 meaning?

7 THE WITNESS: When people ask me what emergency
8 management does, I am always hard-pressed to give a very
9 good explanation. The best one I have ever come up with is
10 heavy rain to nuclear war. So it's very wide. It's what is
11 out of the normal for the area.

12 JUDGE STEINBERG: Is it correct to say that if a
13 water main break on the street on which you live and the
14 water is coming into your house, that you would consider
15 that an emergency?

16 THE WITNESS: That's an emergency for the
17 homeowner and probably the water company, and maybe for the
18 town. But an emergency for us as part of the water main
19 break would be the severing of the main that covers the
20 entire county or a town.

21 JUDGE STEINBERG: So that when different people
22 use the word "emergency," it has different meanings?

23 THE WITNESS: Yes, sir.

24 JUDGE STEINBERG: For instance, in the case that I
25 gave if I lived two miles away from the water main break and

1 no water was coming into my house, it wouldn't be an
2 emergency to me?

3 THE WITNESS: It would probably be an annoyance to
4 you.

5 JUDGE STEINBERG: I mean, we are throwing around
6 the word "emergency" and it can have many different
7 meanings. I just wanted the record to be clear as to --
8 because I know what I'm going to find in the findings on
9 both sides. I just want to see if I can get this aired.

10 MR. ARONOWITZ: Off the record for just one
11 moment?

12 JUDGE STEINBERG: Sure.

13 (Pause off the record.)

14 JUDGE STEINBERG: We're back on the record.

15 MR. ARONOWITZ: We have no further questions at
16 this time.

17 JUDGE STEINBERG: Okay. Any redirect?

18 MR. NAFTALIN: No redirect, Your Honor.

19 JUDGE STEINBERG: Mr. Riley, any --

20 MR. RILEY: No, Your Honor.

21 JUDGE STEINBERG: I should have asked you because
22 technically you are entitled to cross.

23 MR. RILEY: I may have an hour's worth, Your
24 Honor. No, no.

25 (Laughter.)

1 JUDGE STEINBERG: That would be okay, because I've
2 got nothing else to do today

3 MR. RILEY: I have no questions for this witness.

4 JUDGE STEINBERG: Okay, and no redirect, so I
5 guess you're excused.

6 THE WITNESS: Thank you.

7 JUDGE STEINBERG: Thank you very much for coming
8 down.

9 MR. NAFTALIN: Thank you, sir.

10 JUDGE STEINBERG: Let's go off the record.

11 (Whereupon, a recess was taken.)

12 JUDGE STEINBERG: We're back on the record, and,
13 Mr. Weis, would you raise your right hand, please?
14 Whereupon,

15 WESLEY WEIS

16 having been first duly sworn, was called as a witness herein
17 and was examined and testified as follows:

18 JUDGE STEINBERG: Please be seated.

19 Now, let me ask Mr. Riley, and I probably should
20 have done this yesterday or the day before, but your case is
21 in the nature of a rebuttal case?

22 MR. RILEY: Yes, sir.

23 JUDGE STEINBERG: And there have been many
24 witnesses preceding Mr. Weis, and I wanted to ask you if you
25 wanted to supplement the written case, which is MMBI Exhibit

1 1, you know, the written statement of Mr. Weis, in any oral
2 questioning to cover something that perhaps came up in the
3 last, you know, several days that were not covered by MMBI
4 No. 1, and I would allow counsel for Turro to do the same
5 thing; if you need to supplement your Exhibit No. 1 with
6 oral testimony -- for instance, in the admissions session a
7 problem came up about whether certain statements were
8 relevant, inspections in '97 were relevant, and that's the
9 type of thing that I'm talking about.

10 But if there is something that I think that you,
11 that you think you need to address with direct written
12 questions, I will allow you to do that.

13 And, I'm sorry, I didn't think to mention it
14 before because maybe that would have affected your
15 preparation. And if you need time to do that, I will give
16 you time.

17 MR. RILEY: Your Honor, I have been here for all
18 but yesterday afternoon's testimony, and I have had a report
19 on that from Ann Bavender who was here, and I don't
20 anticipate any need to do that with Mr. Weis.

21 What I most likely will have, of course, would be
22 questions after Bureau and Universal counsel --

23 JUDGE STEINBERG: Right.

24 MR. RILEY: -- have questioned Mr. Weis, because
25 they have called Mr. Weis as a witness independent of our

1 offering of Monticello Mountaintop Exhibit 1. They are not
2 limited to crossing Mr. Weis on his direct. So it's
3 conceivable that their lines of questioning may be outside
4 the scope of the Mr. Weis's direct testimony.

5 JUDGE STEINBERG: Right.

6 MR. RILEY: Which would be proper, and I may
7 therefore have questioning that isn't really in the nature
8 of pure redirect on the direct, but rather in the nature of
9 follow up to their independent cross-examination.

10 JUDGE STEINBERG: Now, would it make any sense at
11 all, and this is another one of my bad ideas, I managed to
12 have -- actually, I have fewer bad ideas than I used to
13 have. I used to come up with at least one or two a day just
14 to see if I could challenge myself.

15 Would it make any sense to -- since the Bureau
16 asked for Mr. Weis as their witness -- that we do that part
17 first and just if you have questions of Mr. Weis separate
18 and independent from MMBI No. 1, that we do that first.
19 Then we do a round on that, and then allow a cross, or
20 should we just roll everything together and however it comes
21 out, it comes out?

22 I mean, I would think that the latter way would be
23 a lot more efficient, and you didn't prepare any kind of
24 separate stuff.

25 MS. FRIEDMAN: No, we didn't.

1 MR. HELMICK: No, Your Honor.

2 JUDGE STEINBERG: Okay. See, I told you.

3 MR. HELMICK: We were trying to take you to heart
4 when you said to move it along.

5 JUDGE STEINBERG: Okay. that's fine. I told you I
6 come up with -- that's my bad idea for the day. So today is
7 covered.

8 (Laughter.)

9 JUDGE STEINBERG: Okay. so we will just have
10 everything rolled into one, and then you can roll yours into
11 one, too.

12 MR. RILEY: Thank you, Your Honor.

13 JUDGE STEINBERG: So who is going to start?

14 Let me ask, Mr. Weis, could you state your name
15 and address for the record, please?

16 THE WITNESS: Wesley Weis, 11 Old Tappan Road, Old
17 Tappan, New Jersey.

18 MR. RILEY: Your Honor, before Mr. Weis's
19 examination begins, if I might advise the parties and you,
20 Your Honor, that Mr. Weis has told me that separate from his
21 cardiac surgery he is currently suffering a problem, which
22 is not of one that ought to affect any testimony he gives,
23 of kidney stones, which may cause him to ask for a break
24 during the testimony, but should not have any effect on his
25 testimony, as he advises me.

1 JUDGE STEINBERG: Yes. if you need to take a
2 break, just ask. I mean, don't be shy.

3 THE WITNESS: Since I've been here, it's been fine
4 today.

5 MR. RILEY: And the witness has in front of him a
6 copy of MMBI Exhibit 1, which is unmarked.

7 MR. HELMICK: Your Honor, do you need to swear in
8 the witness? I don't believe you did.

9 JUDGE STEINBERG: I did.

10 MR. HELMICK: Did you?

11 JUDGE STEINBERG: Yes. Didn't I?

12 MR. NAFTALIN: Yes, Your Honor.

13 JUDGE STEINBERG: Sure, I did. I can do it again.

14 MR. HELMICK: No, once is enough.

15 MR. NAFTALIN: You missed that golden moment.

16 CROSS-EXAMINATION

17 BY MR. HELMICK:

18 Q Good morning, Mr. Weis.

19 You stated that you have known Mr. Turro for some
20 20 years; is that correct?

21 A Yes.

22 Q And that you own with Mr. Turro -- you owned with
23 Mr. Turro a half interest in translator station W232AL out
24 of Pomona, New York; is that correct?

25 A That was past tense?

1 Q That's what I said. yes.

2 A Yes.

3 Q What were the time periods where you were co-owner
4 with Mr. Turro of the Pomona translator?

5 A From when the license was given until the sale in
6 late '94 or early '95.

7 Q Do you recall when the construction primary
8 license for that facility was issued?

9 A No.

10 Q How did you find out about the availability or the
11 possibility of acquiring what is now WJUX in Monticello, New
12 York?

13 A From Jerry Turro.

14 Q Do you recall when Mr. Turro first approached you
15 with this concept?

16 A Summer of '94.

17 Q And what do you recall Mr. Turro telling you?

18 A Do you want a whole big story, or is this just
19 related to acquiring the construction permit?

20 Q Well, first, for acquiring the construction
21 permit, and then we will go on.

22 A He told me that it was available.

23 Q Did he tell you that he -- could Mr. Turro have
24 acquired the construction permit himself?

25 A No.

1 Q Do you understand why he could not acquire the
2 permit?

3 A Yes.

4 Q And what is your understanding?

5 A It has to do with the FCC rules between the owner
6 of the primary station and the owner of the translator.

7 Q If a primary station owner owns a translator -- if
8 a commercial primary station owner owns a translator, does
9 that translator have to be within the 1 mill service area
10 contour of the primary station?

11 A I'm not familiar with that rule.

12 Q But you understood that Mr. Turro could not
13 acquire the construction permit for the Monticello station?

14 A Yes.

15 Q And what did Mr. Turro say to you next?

16 A That he had a way from chief from the Mass Media
17 Bureau that explained an arrangement that could be made
18 between a station owner and the translator owner for time
19 payments and that this was an opportunity to do that if I
20 was interested.

21 Q Okay, we're going to get to the letter in just a
22 minute.

23 What was Mr. Turro's proposal to you? Why was he
24 proposing that you buy the construction permit? What did he
25 want you to do or what did he want to do through you?

1 A If I acquired the permit and built the station, he
2 would supply me with the existing Jukebox Network Radio
3 programming.

4 Q Was his proposal also, did you understand it to
5 include not only just the entertainment programming but
6 other programming, like commercial programming?

7 A It was all programming.

8 Q At that time was Jukebox Radio providing any
9 commercial programming in 19 -- in the summer of 1994?

10 A Oh, I don't know about that.

11 Q Was Jukebox Radio programming in existence in the
12 summer of 1994?

13 A Yes.

14 Q Do you know what station was carrying that
15 programming?

16 A It was in Franklin Lakes, New Jersey.

17 Q To the best of your knowledge, sir, was that
18 station a commercial or noncommercial station?

19 MR. NAFTALIN: Objection, unless contextual, this
20 is outside the scope of the proceeding.

21 MR. HELMICK: It's a preliminary question, Your
22 Honor.

23 MR. NAFTALIN: Okay.

24 THE WITNESS: I don't know.

25 //

1 BY MR. HELMICK:

2 Q Did Mr. Turro, when he was discussing this
3 proposal with you, did he discuss the sale of commercial
4 radio time with you?

5 A I don't understand that.

6 Q Did he propose that Jukebox Radio would, in
7 addition to providing entertainment programming to you for
8 your station in Monticello, did he propose to you that
9 Jukebox Radio or some affiliation of Jukebox Radio would
10 sell commercial advertising time for WJUX in Monticello?

11 A Yes.

12 Q In fact, did he propose that he would be primarily
13 responsible for selling all the time that -- commercial time
14 that would be carried on WJUX?

15 A No.

16 Q Did you ever have any discussions with Larry
17 Fishman regarding the Monticello CP?

18 A Yes.

19 Q Were those discussions with Mr. Turro present or
20 just with Mr. Fishman?

21 A Both.

22 Q Could you tell us about those discussions?

23 JUDGE STEINBERG: When you said "both," do you
24 mean both conversation with Mr. Fishman with Mr. Turro
25 there, and conversations without him there, when you say --

1 THE WITNESS: Yes.

2 JUDGE STEINBERG: Okay. Because both could mean
3 that both were there.

4 THE WITNESS: I'm sorry.

5 BY MR. HELMICK:

6 Q Did Mr. Fishman contact you prior to Mr. Turro
7 contacting you?

8 A No.

9 Q So you had an initial meeting with Mr. Turro some
10 time in the summer, was it, in 1994?

11 A Yes

12 Q After that initial meeting, what was the next
13 discussion you had with either Mr. Fishman or Mr. Turro, to
14 your recollection?

15 A I don't remember.

16 Q Were the meetings by phone or face to face?

17 A Oh, face to face.

18 Q And where were those meetings held, sir?

19 A At Mr. Fishman's office in New York.

20 Q Do you recall if Mr. Turro was present with you at
21 that meeting? Were there more than one meetings? Let's ask
22 that.

23 A Yes.

24 Q More than one meeting with Mr. Fishman?

25 A Yes.

1 Q Were all these meetings in his office in New York?

2 A Yes.

3 Q And how many meetings were there?

4 A I can't give you an exact number, but I can --

5 Q That's all right. Your best recollection.

6 A All right. Best recollection would be there.

7 Q And for those three meetings, was Mr. Turro
8 present for how many of the meetings?

9 A Two.

10 Q What did you discuss in each of those meetings, to
11 the best of your recollection?

12 A The purchase of the CP; the financial and security
13 arrangements.

14 Q Anything else?

15 A Transfer of the -- there was an existing lease in
16 place or an option for a lease with Mr. Blabey, and there
17 were certain liabilities with that lease, so we had to not
18 only transfer the lease, but had to indemnify Mr. Fishman
19 for whatever liabilities there were.

20 Q Now, at some point you reached an agreement with
21 Mr. Fishman that the Monticello CP would be sold for
22 \$120,000; is that correct?

23 A Yes.

24 Q Now, the station was not built, was it, sir?

25 A No.

1 Q Had anything been done to construct the station?

2 A No.

3 Q Had any equipment been purchased?

4 A No, not that I know of

5 Q Did Mr. Fishman -- who decided on the terms of
6 payment of the purchase price?

7 A Excuse me, could I go back to the last question?

8 Q Sure.

9 A You asked me if any equipment had been purchased.
10 Did you mean by Mr. Fishman?

11 Q Yes.

12 A Okay, then the answer stands.

13 MR. RILEY: What is the next pending question, Mr.
14 Helmick?

15 BY MR. HELMICK:

16 Q The next question was who decided or who proposed
17 the terms of payment of the purchase price as it ultimately
18 evolved?

19 A It was just negotiated during the session.

20 Q Did Mr. Turro take part in the negotiations on the
21 term of payment -- terms of payment?

22 A I really don't recall. He was in the room.

23 Q You don't recall if he was in the room?

24 A No, I don't recall if he took part.

25 Q He was in the room?

1 A But he was in the room.

2 Q Did he discuss with you -- this was a negotiating
3 process. Did he discuss with you what payment terms he
4 would like to see?

5 A No.

6 Q Were you represented by FCC counsel during these
7 discussions with Mr. Fishman?

8 A I don't believe so.

9 Q Do you know if Mr. Turro was -- did Mr. Turro
10 consult any counsel during these negotiations with Mr.
11 Fishman?

12 A I don't know about Mr. Turro.

13 I have to go back to the last question. At that
14 time I was still part owner of the translator, so we were
15 represented by Koteen & Naftalin in that capacity. So I did
16 have FCC counsel, but they were not privy to the
17 negotiations.

18 JUDGE STEINBERG: Well, you didn't make them privy
19 to the negotiations?

20 THE WITNESS: Right.

21 JUDGE STEINBERG: So if they were privy, it wasn't
22 from you?

23 THE WITNESS: Exactly.

24 BY MR. HELMICK:

25 Q At some point an agreement was drawn up to acquire

1 the CP and an application was filed with the Commission to
2 acquire the CP; is that correct, sir?

3 A Yes.

4 Q Before the application was filed, you made a
5 judgment to go forward with this project; is that correct,
6 sir? Otherwise, you wouldn't have filed the application?

7 A Yes.

8 Q What was the -- what was your -- why did you
9 decide to go forward with this project, the bottom line?

10 A It's a business venture; could make some money.

11 Q Did you prepare a business plan before you decided
12 to go forward with this or did that come afterwards?

13 A That came afterwards.

14 Q If you had not prepared a business plan prior to
15 going forward with acquiring the CP, how did you reach a
16 conclusion that you could make some money off of this
17 construction permit?

18 A Been in the broadcasting business -- on the
19 fringes of broadcasting business and the challenges for 25
20 years, it appeared to be a good enough deal.

21 Q Had you reached an understanding or -- in your
22 mind, sir, did you understand or have an idea of what you
23 were going to use the Monticello station for, what audience
24 to target?

25 A Yes.

1 Q And what was that -- what was that, sir?

2 A Well, the Jukebox Radio format was primarily at
3 that time for people over 50 years of age.

4 Q Was it your understanding, certain discussed when
5 Mr. Turro had brought this concept to you, was it your
6 understanding that the Fort Lee translator and eventually
7 the Pomona translator would be used to rebroadcast WJUX; is
8 that correct, sir?

9 A Yes.

10 Q You had been aware, were you not, sir, for many
11 years that Mr. Turro had been trying to, both in the courts
12 and before the FCC, to get authority for the Fort Lee
13 translator to originate programming; were you not?

14 A Yes.

15 (Pause.)

16 Q All right, the application is filed with the
17 Commission for Monticello Mountaintop Broadcasting to
18 acquire the Monticello CP, and as granted with -- please
19 accept subject to check, I'm taking these dates out of the
20 record, I don't expect you to recall them, but they are in
21 the record in the admissions

22 Do you recall when you actually closed? Would you
23 agree that October 18, 1994, was the date you actually
24 closed on the purchase of the Monticello construction
25 permit?

1 A Yes.

2 Q Now, when you closed on the purchase of that
3 construction permit, you paid Mr. Fishman \$40,000 of the
4 \$120,000 purchase price?

5 A Yes.

6 Q And you gave him a note for the balance, payment
7 of the balance of the \$80,000 on the purchase price?

8 A Yes.

9 Q Now, on the day before you went to the Monticello
10 closing, the day before, the closing was on October 18, on
11 October 17, and we will discuss the agreement later, later
12 one, but you entered into a network affiliation agreement
13 with Bergen County Community Broadcast Foundation, did you
14 not, sir?

15 A Yes.

16 Q And as an incentive for entering into that
17 agreement, were you paid a \$40,000 incentive payment?

18 A Yes.

19 Q And you deposited that \$40,000 incentive payment
20 into your bank account, or Monticello's bank account; one or
21 the other?

22 A Yes.

23 Q And the next day at the closing for the
24 construction permit you paid Mr. Fishman \$40,000 on the down
25 payment on the purchase price correct?

1 A Yes.

2 MR. HELMICK: I would like to give the witness a
3 copy of -- I don't know if he has it.

4 BY MR. HELMICK:

5 Q Mr. Weis, I would like to give you a copy of the
6 network affiliation agreement. The record is replete with
7 copies of these, but the copy of I am giving you is Bates
8 stamped 430 and 431 in the Mass Media Bureau written case
9 exhibits.

10 JUDGE STEINBERG: Okay. it's also at 137 and 138.

11 MR. HELMICK: It's all over the documents, Your
12 Honor. There are multiple copies of it. Just for purposes
13 of giving him a copy, that's the one I picked.

14 BY MR. HELMICK:

15 Q Are you familiar with that document, Mr. Weis?

16 A Yes.

17 Q And that document is executed and dated as of
18 October 17, 1994, between -- you executed that document on
19 behalf of Monticello Mountaintop Broadcasting, Inc., and the
20 other party to the agreement is Bergen County Community
21 Broadcast Foundation; is that correct?

22 A Yes.

23 Q To your knowledge, sir, is Bergen County Community
24 Broadcast Foundation a for-profit or nonprofit entity?

25 A I don't know.

1 Q Do you know, sir, whether Bergen County Community
2 Broadcast Foundation was the licensee of the Franklin Lakes
3 station?

4 A I don't know.

5 Q Did you understand that Bergen County Community
6 Broadcast Foundation to be a broadcast network?

7 A Yes.

8 Q What stations were comprised -- first of all, what
9 do you understand a network to be?

10 A A program source for more than one station.

11 Q For more than one station.

12 What other station besides the Monticello Station
13 WJUX -- at that time, WXTM -- did you understand to be part
14 of this network at the time this agreement was signed?

15 A I don't know of any.

16 Q Do you know of any today that are -- first of
17 all, is Bergen County Community Broadcast Foundation, that's
18 what this agreement is -- that's who this agreement with it.

19 Does that mean Jukebox Radio?

20 A I don't know.

21 Q You don't know.

22 JUDGE STEINBERG: Do you get checks?

23 THE WITNESS: Yes.

24 JUDGE STEINBERG: Every month in accordance with
25 the network affiliation agreement?

1 THE WITNESS: Yes.

2 JUDGE STEINBERG: Do you remember what account the
3 checks are written on, what it says in the upper right
4 corner, or left corner?

5 THE WITNESS: Initially, they were Bergen County
6 Community Broadcast Foundation. Now, they are from FM
7 103.1.

8 BY MR. HELMICK:

9 Q Has this network affiliation agreement ever been
10 amended, to your knowledge?

11 A Yes.

12 Q And when was that?

13 A Almost immediately.

14 Q Okay. We will go into that.

15 Who prepared the document entitled "Network
16 Affiliation Agreement"? Who drafted that document, if you
17 know?

18 A I really don't remember.

19 Q Did Mr. Turro draft it?

20 Who gave you the document to sign?

21 A Mr. Turro.

22 Q You didn't draft it, then?

23 A No.

24 MR. RILEY: Your Honor, Mr. Helmick has given Mr.
25 Weis two pages, and that's what the questioning is about, I

1 understand, those two identified pages with respect to the
2 draft when he says "Network Affiliation Agreement." As Mr.
3 Helmick's question brought out -- if his question is
4 focused only on those two pages, that's fine.

5 MR. HELMICK: That's correct, Your Honor. I am
6 asking only for the initial -- the final two-page network
7 affiliation agreement document itself.

8 JUDGE STEINBERG: Okay, let me ask Mr. Weis. Was
9 that what you understood the question to be, and your answer
10 referred to --

11 THE WITNESS: Yes, just --

12 JUDGE STEINBERG: -- the two-page network
13 affiliation agreement?

14 THE WITNESS: Yes, just these two pages.

15 JUDGE STEINBERG: Okay. On the second page, do
16 you know who Kathleen -- I can't pronounce the last name,
17 I'll spell it, K-A-H-Y-A-O-G-L-O. That's the last name. Did
18 you know who she is?

19 THE WITNESS: Yes.

20 JUDGE STEINBERG: Okay, who is she?

21 THE WITNESS: She was the business manager for
22 Bergen County Community Broadcast.

23 JUDGE STEINBERG: Is her nickname "Kathy," do you
24 know?

25 THE WITNESS: Yes.

1 JUDGE STEINBERG: You weren't here yesterday so I
2 can't ask you the next question -- you weren't here 1--

3 THE WITNESS: I was here in the morning.

4 JUDGE STEINBERG: In the morning?

5 THE WITNESS: Yes.

6 JUDGE STEINBERG: Did you hear Mr. Gaghan talk
7 about somebody named Kathy?

8 THE WITNESS: Yes.

9 JUDGE STEINBERG: Do you know if this the Kathy
10 that he was -- well, you wouldn't know what Kathy he was
11 talking about. I'll withdraw the question.

12 BY MR. HELMICK:

13 Q I want to direct your attention to paragraph two
14 of the network affiliation agreement. Would you read that
15 to yourself, sir?

16 (Witness reviews document.)

17 BY MR. HELMICK:

18 Q You understood that the network would provide you
19 with 24 hours a day of programming seven days a week, 365
20 days a year; that's what it say?

21 A Yes.

22 Q And then the network of one station, meaning
23 Bergen County Community Broadcast Foundation, the network of
24 one station, being WJUX, the network would also provide that
25 one station with all local station identifications, correct?

1 A Yes.

2 MR. RILEY: I point out, Your Honor, that this
3 agreement does not say anything about a network of one
4 station.

5 JUDGE STEINBERG: No, that was a little editorial
6 comment.

7 MR. RILEY: It was, but he's not reading -- his
8 question appears to be a recitation to Mr. Weis of what's on
9 paper, and that's not on this agreement.

10 JUDGE STEINBERG: I took that to be --

11 MR. HELMICK: Sarcasm intended.

12 JUDGE STEINBERG: Okay. That's the way I took it.

13 BY MR. HELMICK:

14 Q The network would provide you with all these
15 station public affairs programming, correct?

16 A Yes.

17 Q All Emergency Broadcast System tests?

18 A Yes.

19 Q Was it also your understanding that the network
20 affiliation agreement would encompass commercial time sales?
21 The network would sell commercial time as well?

22 A Define "commercial time" for me. I think
23 that's -

24 Q Local advertisements say for Bergen County
25 businesses or Sullivan County businesses.