

1 A Yes.

2 Q Isn't it fair to say, Mr. Weis, that this
3 affiliation agreement, if you will, would basically be kind
4 of a turnkey operation as far as programming? They would
5 provide everything to you?

6 A No.

7 Q And how is that, why is that not the case?

8 A Let's see.

9 Q Let me ask you this question, sir.

10 Are you aware of any network that does commercial
11 ID's for its affiliation stations for the entire
12 broadcasting?

13 A No. Well, this one.

14 Q This one does?

15 A Yeah.

16 Q Are you aware of any network that performs
17 Emergency Broadcast System tests for its affiliate stations?

18 A I would have no knowledge of that.

19 Q On the fifth paragraph of the network affiliation
20 agreement there is a recitation of various payments which
21 would be made by the net work, which is identified as Bergen
22 County Community Broadcast Foundation, to MMBI.

23 Where did those payment amounts come from, sir?

24 A They came off my business plan.

25 Q So some time prior to the execution of this

1 agreement on October 17, 1994, you prepared a business plan;
2 is that correct?

3 A Yes.

4 Q And could you tell us about the preparation of
5 that plan? What did you do?

6 A I had a sheet of paper; made a list of the items
7 and expenses that each one would cost; put a profit on it;
8 and decided -- decided how long I wanted to amortize this
9 thing, what period of time, what would be a fair profit on
10 it, and that's where the numbers came from.

11 JUDGE STEINBERG: Give us examples of what items
12 were put on your list? Or were you going to ask that.

13 I'll let Mr. Helmick ask the questions.

14 BY MR. HELMICK:

15 Q You would basically take what it cost you to build
16 the station, in other words, to go out and buy the equipment
17 and put it on the air, that would be a capital cost, right?

18 A Yes.

19 Q Okay, so that would be computed into your business
20 plan. That's a fixed known cost?

21 A Yes.

22 Q And you would have certain operating expenses; the
23 electrical bill, the phone bill, Mr. Blabey's salary, the
24 amount of money you paid in as a consultant rather; Ms.
25 Montana's salary.

1 And any other operating expenses, those would be
2 determined, right?

3 A Yes.

4 Q And that would be calculated into your plan?

5 A Yes.

6 Q Did you calculate into your plan any profits or
7 return that you would make on a sale of commercial time?

8 A No.

9 Q So, sir, is it fair to say that you did not --
10 your business plan did not contemplate the sale of any
11 commercial time by this station, by MMBI?

12 A That's correct.

13 Q Would you tell us, sir, what was the return on
14 your investment that you calculated into your business plan?

15 A I don't have it in front of me. I really don't
16 know.

17 Q Can you give us a general recollection? Was it a
18 profit of 10 percent, 15, 20, 50?

19 A Oh, 15 to 20 percent.

20 Q Fifteen to 20 percent

21 And you think you could have gotten more profit
22 than that?

23 A Do I?

24 Q Yes.

25 A Didn't have any reason to think about it.

1 Q So you take all your expenses, and you take your
2 capital cost, those are figured into your business plan.

3 What about legal expenses, did you capitalize
4 those costs?

5 A Yes.

6 Q Well, let me ask you. Your legal expenses
7 involved in preparing and filing the application, they were
8 calculated in here?

9 A Yes.

10 Q Do you have ongoing legal expenses? At this time
11 your counsel was Koteen & Naftalin, correct?

12 A Yes.

13 Q Did you calculate ongoing legal expenses for this
14 project in your business plan?

15 A Yes.

16 Q Any other expenses that I might have missed
17 discussing that are calculated in your business plan?

18 A ASCAP BMI music services.

19 Q Okay.

20 A Accounting fees, which is payroll service.
21 Accounting fees being tax, year-end tax preparations.

22 Q Right.

23 A Just miscellaneous office expenses.

24 JUDGE STEINBERG: Do you have to pay ASCAP BMI
25 even though you're getting all your programming from

1 somebody else?

2 THE WITNESS: Yes.

3 BY MR. HELMICK:

4 Q Now, those expenses, you basically would -- you
5 would be the one to pay those expenses, correct?

6 A Yes.

7 Q You wrote the checks to pay to build a station,
8 you wrote all the checks to pay your staff, and to pay the
9 operating expenses, correct?

10 A Yes.

11 Q And all those expenses for capital and operating
12 expenses and other fees, you were reimbursed for those fees
13 by the monthly network payments; correct, sir?

14 MR. RILEY: I object.

15 THE WITNESS: No.

16 JUDGE STEINBERG: Well, use another word.

17 MR. RILEY: Reimbursed is --

18 JUDGE STEINBERG: Reimbursed means in the ordinary
19 meaning something -- I think if you phrased it differently,
20 you can get the same answer, and then use it in the findings
21 in the same way.

22 MR. HELMICK: All right.

23 JUDGE STEINBERG: Then characterize it in
24 conclusions.

25 //

1 BY MR. HELMICK:

2 Q You essentially received payments from Bergen
3 County Community Broadcast Foundation and/or FM 103.1, Inc.
4 to cover the cost of constructing and operating WJUX in
5 Monticello; is that --

6 MR. RILEY: I object, Your Honor. The same
7 objection. He didn't receive -- I mean, I will state the
8 objection in front of the witness, and I don't think that --
9 he did not receive payments to cover. He received payments
10 which may -- they may have been sufficient --

11 JUDGE STEINBERG: Well, if you phrase it -- that's
12 the way to cover, to cover is the way -- if they weren't
13 sufficient, they wouldn't cover, the payments. So if you
14 are just talking about the word.

15 MR. RILEY: But the payments were per a contract.

16 JUDGE STEINBERG: Right.

17 MR. RILEY: They were not --

18 JUDGE STEINBERG: Well, you can ask on redirect.

19 MR. RILEY: Okay, Your Honor.

20 JUDGE STEINBERG: But I think we will leave the
21 question the way it was, which was that basically the
22 payments you received pursuant to the network affiliation
23 agreement were enough to pay your expenses of the MMBI
24 station.

25 THE WITNESS: Overhead expenses, amortized

1 expenses, operating expenses. I --

2 JUDGE STEINBERG: Okay. you need clarification.

3 So, Mr. Helmick.

4 BY MR. HELMICK:

5 Q Did the network payments received the -- well,
6 sir, let's take the capital cost. Looking at the -- you say
7 you paid a \$40,000 down payment to Mr. Fishman, and an
8 \$80,000 balance payable over a period of time; is that
9 correct?

10 A Yes.

11 Q Look at the last paragraph on the first page of
12 the network affiliation agreement where it says, "The
13 monthly compensation to MMBI will be reduced by \$3600 per
14 month. After the first 30 months of network affiliation,"
15 do you see that statement, sir?

16 A Yes.

17 Q What was the purpose of that provision?

18 A The major part of the equipment would have been
19 amortized by that point, and I was loading in a price up
20 front.

21 JUDGE STEINBERG: Why don't you explain amortized
22 to us.

23 THE WITNESS: Oh. I pay for the equipment now, and
24 to my impression, my description of the word "amortization"
25 would be that if I wanted to get reimbursed over a period of

1 five years, it would take five years to amortize.

2 JUDGE STEINBERG: So basically, you laid out the
3 money ahead of time, or you borrowed the money?

4 THE WITNESS: Yes.

5 JUDGE STEINBERG: Did you go borrow it or did
6 you --

7 THE WITNESS: Both.

8 JUDGE STEINBERG: Okay, so you spent X amount of
9 money and you sort of pay yourself back a certain amount per
10 month over five years, and then all the equipment is paid
11 for?

12 THE WITNESS: Yes.

13 JUDGE STEINBERG: You own it?

14 THE WITNESS: Yes.

15 BY MR. HELMICK:

16 Q Do you have a copy of MMBI Exhibit No. 5 in front
17 of you, Mr. Weis?

18 JUDGE STEINBERG: Yes, he should.

19 THE WITNESS: Yes.

20 BY MR. HELMICK:

21 Q Would you turn to what is marked in the lower
22 right hand corner as page 15 of that exhibit? It's the copy
23 of the secured note from Mr. Fishman for a principal amount
24 of \$80,000?

25 A Yes.

1 Q Do you see in item number two where it says, "The
2 principal and interest shall be paid in 24 equal monthly
3 installments of \$3,618.18 each"?

4 A Yes.

5 Q Does a reduction in monthly payments paid by
6 Bergen County Community Broadcast Foundation under the
7 network affiliation agreement reflect that at least after
8 the first two years, the first 30 months is the way this is
9 stated, basically, after the first two years or 30 months,
10 that the purchase price on acquiring the construction permit
11 would have been paid off to Mr. Fishman?

12 MR. RILEY: Your Honor, I object to the
13 formulation of that, and I think it's misleading. He said
14 the first two years or 30 months, and two years is 24
15 months.

16 JUDGE STEINBERG: Well, I thing --

17 MR. RILEY: Within 30 months or short of.

18 JUDGE STEINBERG: I know. I think I know what you
19 are trying to do and I think the question ought to be, is
20 the reduction of \$3600 per month after the first 30 months,
21 which is reflected on page 430 of the Bureau's exhibits,
22 related to the monthly payment of 3618 to Mr. Fishman as
23 shown on page 15 of MMBI Exhibit 5.

24 That what you're trying to do, isn't it?

25 MR. HELMICK: That's correct, Your Honor.

1 JUDGE STEINBERG: Okay, did you understand the
2 question, Mr. Weis?

3 THE WITNESS: Yes.

4 JUDGE STEINBERG: Okay, what's the answer?

5 THE WITNESS: Partially.

6 BY MR. HELMICK:

7 Q Would you explain your answer?

8 A Oh, there was other -- besides the construction
9 permit, there was the physical equipment involved to build
10 the station: transmitter, antenna, transmission line.

11 Q That equipment would have been amortized, I
12 believe you said, over a five-year period?

13 A I believe so.

14 Q But you knew -- this was a fixed cost which you
15 knew had a -- the \$80,000 payable to Mr. Fishman, it was a
16 fixed definitive cost which you knew had to be paid in 24
17 months; correct?

18 A Yes.

19 Q You would not amortize a fixed cost that you had
20 to pay in two years over five years, would you?

21 A No.

22 Q Thank you, sir.

23 I'm going to direct your attention to paragraph
24 three of the network affiliation agreement. It states, "The
25 network," meaning Bergen County Community Broadcast

1 Foundation, "agrees to indemnify MMBI and hold it harmless
2 from any and all fines, surcharges, forfeitures, levies and
3 any other monetary damages imposed by the FCC."

4 Do you see that?

5 A Yes.

6 Q Does that provision of the network affiliation
7 agreement, in your mind, sir, require Bergen County
8 Community Broadcast Foundation and/or Mr. Turro to indemnify
9 you for your legal fees in this proceeding?

10 A No.

11 Q Why doesn't it?

12 A It has to do with network operations.

13 Q Could you expand on that, sir?

14 A I guess, if the network -- I shouldn't say "I
15 guess." If the network allows say foul language, which is
16 going to result in a fine or penalty from the FCC, that's
17 what I would take it to cover. That was what was in my mind
18 when I signed the agreement; something in that order.

19 JUDGE STEINBERG: What if as a result of this
20 proceeding there was a forfeiture assessed against WJUX for
21 a violation of the provision of the main studio rule, would
22 network have to reimburse you for that?

23 THE WITNESS: No.

24 (Pause.)

25 //

1 BY MR. HELMICK:

2 Q You mentioned at one time previously that this
3 network affiliation agreement was subsequently amended; is
4 that correct, sir?

5 A Yes.

6 JUDGE STEINBERG: Have we left the network
7 affiliation agreement? I have a question.

8 MR. HELMICK: Go ahead, Your Honor.

9 JUDGE STEINBERG: There is a schedule of payment
10 there on page 430, X amount per month and during the
11 different years. In all the years that WJUX, WXTM has been
12 in operation, has there been any month where the monthly
13 expenses that you've had to pay exceeded the amount of money
14 that you received from the network?

15 THE WITNESS: We're talking operating expenses?

16 JUDGE STEINBERG: Well, you have certain -- you
17 have certain expenses, operating expenses, capital expense,
18 all expenses relating to WJUX; your payment to Mr. Fishman;
19 your payment for the antenna lease -- well, that's an
20 operating expense, but operating capital, what other kind of
21 expenses, I don't know because I'm not an accountant. But
22 the total amount of money that you have to pay on a monthly
23 basis to keep MMBI on the air

24 THE WITNESS: Yes.

25 JUDGE STEINBERG: Has there ever been a month

1 since the station started operation where the amount of
2 money that was paid to you by the network was insufficient
3 to cover all of your expenses?

4 THE WITNESS: No.

5 JUDGE STEINBERG: Okay.

6 MR. HELMICK: Your Honor, your question -- a
7 couple other questions on this agreement before we move on.

8 JUDGE STEINBERG: Okay.

9 BY MR. HELMICK:

10 Q The amount specifies a monthly payment in the
11 agreement, the amount specified in this agreement have
12 changed, have they not, sir?

13 A Yes.

14 Q Is that reflected in any written document that you
15 know of?

16 A It's in a memo I faxed to Mr. Turro.

17 Q Did you provide a copy of -- do you have a copy of
18 that memo in your possession?

19 A No.

20 Q What were the -- were the payments increased?

21 A Yes.

22 Q And what was the increase in payment to cover?

23 A More capital equipment.

24 Q Could you be more specific, sir?

25 A Standby generator for power at the transmitter

1 site, and an auxiliary transmitter.

2 Q Okay. So there was some additional equipment
3 added to the WJUX transmitter site.

4 Was that equipment requested by Mr. Turro or by
5 you?

6 A By Mr. Turro, no. By me, it was my idea.

7 Q Your idea. So you -- it was your idea to put that
8 equipment in, and then you sent Mr. Turro a memo increasing
9 the network payments to cover the cost of that equipment?

10 A Yes.

11 JUDGE STEINBERG: Could we get a time frame,
12 please?

13 BY MR. HELMICK:

14 Q When did you install this equipment?

15 A Early '96, maybe.

16 Q Was there some event that led you to install this
17 auxiliary transmitter and auxiliary power generator?

18 A Well, auxiliary transmitter is just something that
19 was delayed. There wasn't anything available at the
20 beginning. I had intended to put one in right -- the
21 generator was from Mr. Blabey's warnings of how many ice
22 storms and how many times the power is knocked out. And
23 when that generator became available, that was when it
24 became available is when it was installed.

25 Q And this would have been, you think, some time in

1 1996?

2 A Yes. Spring.

3 Q Spring of 1996?

4 JUDGE STEINBERG: When you say "became available,"
5 did you mean that that's when you wanted to put used
6 equipment in and the used equipment became available then?

7 THE WITNESS: Yes.

8 BY MR. HELMICK:

9 Q Did you own this generator, sir, or did you go out
10 and buy it?

11 A One of my other companies acquired it. I
12 purchased it as we were removing it from someone's facility.

13 Q Did Mr. Turro say to you, "Well, it's your
14 decision to put that equipment in, why should I have to pay
15 for it?" Did he say that?

16 A No.

17 Q Did he raise any protest about the increased
18 payments?

19 A No.

20 Q I mean, he has an agreement here that specifies
21 lower payments. You sent him a memo said, "I'm increasing
22 the payments." He never raised any question about that?

23 A No.

24 JUDGE STEINBERG: How much more per month are we
25 talking about?

1 THE WITNESS: I honestly don't know. I would be
2 guessing.

3 JUDGE STEINBERG: Was it a matter of thousands or
4 hundreds or tens?

5 THE WITNESS: Oh, I would say less than 2,000;
6 more than 1,000.

7 BY MR. HELMICK:

8 Q Is that per month?

9 A Yes.

10 Again, that's the best of my recollection.

11 JUDGE STEINBERG: But it's not 50 bucks a month
12 either?

13 THE WITNESS: No.

14 MR. HELMICK: Your Honor, I would like to give the
15 witness a copy of a document entitled, "Amendment to Network
16 Affiliation Agreement." There are also multiple copies of
17 this in the record, but I am giving him a copy of what is
18 Bates stamped as page, it looks like 433 and 434.

19 JUDGE STEINBERG: Fine. That's part of Bureau
20 Exhibit 21.

21 MR. HELMICK: Take a minute to look at that
22 document, Mr. Weis.

23 (Witness reviews document.)

24 BY MR. HELMICK:

25 Q You see in the first paragraph of the document it

1 says, "This amendment is entered into this blank day of
2 November 1994, and is retroactive to the commencement of the
3 agreement"?

4 A Yes.

5 Q The previous agreement was dated October 17, 1994?

6 A Yes.

7 Q Okay, and at the end of the agreement where it's
8 executed, the second page, rather, of the amendment, you see
9 an execution of 17 July 1995?

10 A Yes.

11 Q Is there any reason, sir, why you can explain, you
12 know, that this document apparently was drafted to be
13 executed in November 1994, but was not signed until July
14 1995?

15 A It was agreed to and just remained unsigned.

16 Q Did the FCC inspection have anything to do with
17 the signing of this agreement, the amendment to the
18 agreement?

19 A No.

20 Q Do you know who prepared the amendment to the
21 network affiliation agreement?

22 A Koteen & Naftalin.

23 Q Do you know why --

24 JUDGE STEINBERG: There was a raise in your voice.

25 Was that a -- when you said Koteen & Naftalin, it sounded

1 like you were asking a question like that should have been
2 a question mark after it, and I just wanted to make sure
3 that you weren't asking was it Koteen & Naftalin, or were
4 you stating it was Koteen & Naftalin?

5 THE WITNESS: It was Koteen & Naftalin.

6 BY MR. HELMICK:

7 Q Do you know why this document was prepared by
8 Koteen & Naftalin?

9 MR. RILEY: Your Honor I discussed with Mr. Weis
10 the question of asserting privilege, and he instructed me
11 to, when it was appropriate to do so, this question doesn't
12 necessarily require that Mr. Weis divulge or discuss the
13 contents of counsel and he might have received or had with
14 Koteen & Naftalin. But if that's counsel's intent of the
15 question, then with Mr. Weis's instruction, I am asserting
16 attorney/client privilege.

17 JUDGE STEINBERG: Okay, basically, if the answer
18 is seeking legal advice given by Koteen & Naftalin
19 pertaining to this document or the reason for it's
20 existence, et cetera, than you're asserting privilege?

21 MR. RILEY: I am --

22 JUDGE STEINBERG: Or Mr. Weis is asserting
23 privilege?

24 MR. RILEY: He's asked me to, Your Honor, and I am
25 reluctant to assert privilege and curtail the line of

1 questioning, but my understanding of the rule on privilege
2 is that if you wait it at all, it opens the door entirely to
3 examination of counsel's advice, questions of question and
4 so on. And so for that reason -- if Mr. Helmick's question,
5 as I understood it, was do you know why, and it's certainly
6 possible for Mr. Weis to have an answer to that question
7 extrinsic of any advice from Koteen & Naftalin.

8 But it's possible he has no answer to that outside
9 of advice from Koteen & Naftalin. So with his instruction,
10 I'm asserting the privilege.

11 JUDGE STEINBERG: Mr. Helmick?

12 MR. HELMICK: Can we take a quick break here for a
13 bath room break?

14 JUDGE STEINBERG: Yes, let's come back at 11:00.
15 Is that sufficient time? Off the record.

16 (Whereupon, a recess was taken.)

17 JUDGE STEINBERG: We are back on the record.

18 Mr. Helmick?

19 BY MR. HELMICK:

20 Q To avoid objections and problems, I think what I
21 want to do is just -- Mr. Weis, you have before you the
22 amendment to the network affiliation agreement?

23 A Yes.

24 Q Is it safe to say that -- well, is it true that
25 this amendment was suggested by counsel? By counsel, I mean

1 Koteen & Naftalin?

2 A Yes.

3 Q I won't ask you why because I know we will get
4 into the --

5 MR. RILEY: And I'm really reluctant to do that,
6 Your Honor. But it is my understanding that if the
7 attorney/client privilege is waived as to counsel, Koteen &
8 Naftalin, it constitutes a waiver of Mr. Weis and MMBI's
9 attorney/client privilege as an entirety; that is, that MMBI
10 was represented by Koteen & Naftalin up until shortly after
11 the designation, and has been represented by my law firm
12 since.

13 JUDGE STEINBERG: You mean a total waiver for all
14 purposes, for everything?

15 MR. RILEY: I'm concerned about that, Your Honor.

16 JUDGE STEINBERG: Oh, I just thought that it would
17 constitute a waiver for that specific transaction or
18 transactions.

19 MR. RILEY: For the transaction as to the network
20 affiliation amendment.

21 JUDGE STEINBERG: Yes, that's what my
22 understanding was.

23 MR. RILEY: And not to other transactions between
24 Mr. Weis and Koteen & Naftalir?

25 JUDGE STEINBERG: Unless -- unless --

1 MR. RILEY: Unless related to the network
2 agreement.

3 JUDGE STEINBERG: Yes.

4 MR. RILEY: If that's it, could I -- could I have
5 a moment to talk with Mr. Weis?

6 JUDGE STEINBERG: Yes. I mean, if we -- let me
7 ask Mr. Helmick's understanding because if everybody's
8 understanding is the same, or if he stipulate or agrees not
9 to go beyond that, we could have a limited waiver too, I
10 guess.

11 MR. RILEY: If counsel for the other parties agree
12 to that, I don't --

13 MR. HELMICK: I don't know if we -- no, I
14 certainly don't want to ask Mr. Weis any questions about his
15 dealings with your firm. But these documents that preceded
16 your representation of him, I would love to ask him
17 questions on that.

18 MR. RILEY: And I guess, my concern goes then to
19 that. On the network affiliation agreement, I would like to
20 talk to Mr. Weis. I would rather have him answer the
21 questions than have me asserting his privilege at his
22 request.

23 Your Honor, I wish I had more certainty about the
24 rules on attorney/client privilege. If they are
25 transactional matters, and if he waives it as to the network

1 affiliation agreement, and not otherwise as to Koteen &
2 Naftalin, I would like to counsel Mr. Weis on the effect of
3 that, and be able to report back. Your Honor, to you and the
4 other parties about his position on a transactional limited
5 waiver so Mr. Helmick could proceed with that line of
6 questioning.

7 MR. HELMICK: Why don't we take that up -- you can
8 talk to him this afternoon, and we can come back to this.

9 MR. RILEY: Fine. Although you were in the middle
10 of that line of questioning, that's all.

11 JUDGE STEINBERG: Let's just go off the record
12 again. I will be back in a minute.

13 (Whereupon, a recess was taken.)

14 JUDGE STEINBERG: Back on the record, please.

15 This case, Commission case Welch Communications,
16 Incorporated, 4 FCC Record 3979. It's a Review Board case
17 from 1989, and at page 3981, I'm paraphrasing, I'm not
18 quoting, when a party reveals part of a privileged
19 communication in order to gain an advantage in litigation,
20 it waives the privilege as to all other communications
21 relating to the same subject matter.

22 Same page, you can't disclose as much as you want
23 about a particular matter, and at the same time withhold the
24 remainder. And the same page, the attorney/client privilege
25 is waived -- can be waived with respect to a particular

1 conversation with counsel about a particular matter.

2 From that, I would draw the conclusion that you
3 could decide not to assert the privilege or waive the
4 privilege with respect to questions concerning this specific
5 document without it constituting a waiver of the privilege
6 with respect to all communications with the law firm.

7 Anybody have any comments on that?

8 MR. RILEY: If that is the law and all counsel
9 agree that they understand that to be the law and would take
10 that as the law throughout the case, if all counsel feel
11 that way, I have asked Mr. Weis whether with respect to
12 questions about Koteen & Naftalin and the network agreement
13 and the amendment to it, whether he is prepared to waive
14 privilege there, and he has told me he is.

15 But I need to know, Your Honor, that counsel
16 accepts that the law is as recited in the Welch case means
17 the waiver with respect to Koteen & Naftalin advice or
18 counseling on the affiliation agreement and its amendment is
19 the limit of the waiver, and that counsel understands that a
20 waiver doesn't go further.

21 MR. HELMICK: I'm willing to accept that.

22 MR. NAFTALIN: We agree?

23 JUDGE STEINBERG: Pardon me?

24 MR. NAFTALIN: We agree.

25 JUDGE STEINBERG: Mr. Aronowitz?

1 MS. FRIEDMAN: We agree.

2 JUDGE STEINBERG: Okay. so I guess, Mr. Weis, you
3 will answer specific questions about this specific document
4 and you waive the privilege?

5 THE WITNESS: Yes.

6 JUDGE STEINBERG: Okay. continue, Mr. Helmick.

7 BY MR. HELMICK:

8 Q Mr. Weis, under a network agreement typically,
9 let's say you have an affiliation agreement with ABC Radio
10 Network, will you accept that as a hypothetical? You have
11 an agreement with ABC Radio Network. Don't you basically
12 take the network programming as it's given to you under the
13 agreement?

14 JUDGE STEINBERG: This is his understanding.

15 BY MR. HELMICK:

16 Q Your understanding, sir.

17 A I have no idea what's in other network affiliation
18 agreements.

19 Q If you are an affiliate of a network, does an
20 affiliate usually have the leeway or discretion to tell the
21 network what programming it wants, or does the network
22 provide programming to the affiliate and it takes it or
23 leaves it?

24 A You're going to get my best information. I don't
25 have any factual knowledge.

1 Q Okay.

2 A Do you want that?

3 Q Sure.

4 A I believe they are absolutely forced to take
5 specific programming as part of that agreement, and part of
6 the time is available for their own programming if they want
7 it.

8 Q Now, your network agreement is for you're
9 providing 24 hours a day, seven days a week, 365 days -- you
10 are providing basically your entire, all your broadcast time
11 to Bergen County Community Broadcast Foundation under the
12 network agreement; are you not, sir?

13 A No, you have to --

14 JUDGE STEINBERG: Under the basic agreement or
15 under the --

16 MR. HELMICK: Under the basic agreement.

17 JUDGE STEINBERG: Okay. What he is talking about
18 is under pages 431 and 432 that you have got in front of me.

19 THE WITNESS: I'm going to stand on the answer. I
20 don't supply Bergen County Community Broadcast Foundation
21 with any programming.

22 MR. HELMICK: No, that's not the question, sir.

23 THE WITNESS: Yes, it was.

24 MR. HELMICK: Well, I apologize. I must have
25 misstated.