

Mr. Norman Goldstein

July 27, 1995

Page Number 4

A remote control point for the WJUX(FM) transmitter is located there. The WJUX(FM) General Manager and public affairs director have their offices at the main studio, and are present there during normal business hours (9:00 a.m. - noon and 1:00 p.m. - 5:00 p.m, Monday - Friday).

b. The WJUX(FM) main studio has program origination capability using the facilities depicted in the attached engineering statement. Linkage between the main studio and transmitter is via phone line. The transmitter can be activated and deactivated from the remote control point at the main studio.

c. As noted above, Mr. Blabey is the WJUX(FM) general manager, and Ms. Montana is the WJUX(FM) public service director. Their duties and other employment are as described in response to questions 5 and 6, above. In addition, Mr. Blabey is responsible for the production of Sullivan County People Who Make a Difference, a tape of which he forwards to Mr. Turro to include in the network feed for WJUX(FM). He also helps to represent WJUX(FM) in the community, by attendance at Chamber of Commerce and other such meetings, and makes recommendations to me with respect to the operation of WJUX(FM). He and Ms. Montana perform such other duties as arise from time to time. For example, personnel at the Monticello Public Library were, on one occasion, unable to locate the WJUX(FM) public inspection file. Mr. Blabey went to the library and showed them its location. He and Ms. Montana also take documents to the library for inclusion in the public file.

d. Both Mr. Blabey and Ms. Montana are generally present at the WJUX(FM) main studio during normal business hours.

e. Information concerning the other employment held by Mr. Blabey and Ms. Montana is provided in response to question 6, above.

10. The WJUX(FM) main studio has been open to the public during normal business hours since WJUX(FM) went on the air, on October 21, 1994.

11. Copies of the requested leases and insurance policies are provided in Attachment B to this response.

12. WJUX(FM) has no auxiliary studio.

13. a & b. The WJUX(FM) public inspection file has been maintained at the WJUX(FM) main studio and at the public library in Monticello, New York since before WJUX(FM) went on the air.

c. The WJUX(FM) public inspection file has been available for public inspection during normal business hours at both locations.

d. Mr. Blabey, assisted by Ms. Montana, maintains the WJUX(FM) public inspection file. I send them copies of documents to place in the file, including annual employment reports, annual ownership reports, and the like. Mr. Blabey, who represents WJUX(FM) in the community, is instrumental in assessing community needs and in deciding how WJUX(FM) will respond to them through its program Sullivan County People Who Make a Difference. The WJUX(FM) quarterly issues statements

Mr. Norman Goldstein

July 27, 1995

Page Number 5

are initially prepared by Mr. Turro, and after I review them, they are placed in the WJUX(FM) public inspection file.

14. The WJUX(FM) main studio telephone number is (914) 292 0751, which is a toll free number for residents of Monticello. The telephone number was established on or about November 2, 1994. Copies of the requested telephone bills for this number are provided in Attachment C.

15. On October 17, 1994, WJUX(FM) entered into a Network Affiliation Agreement with Bergen County Community Broadcast Foundation. It was thereafter amended retroactively to October 17, 1994. A copy of the agreement, as amended, is provided in Attachment D. It is not among the types of agreement required by Section 73.3613 of the Rules to be filed with the Commission, nor is it among the type of agreements required by Section 73.3526 to be maintained in the WJUX(FM) public inspection file. In that connection, while Section 73.3613 requires that Television network affiliation agreements and amendments thereto be filed with the Commission, there is no similar requirement with respect to radio network affiliation agreement. In addition, Section 73.3526(a)(1) appears to exempt commercial network affiliation, syndication, and program supply contracts from any requirement of inclusion in a radio station's public inspection file. While Section 73.3526(a)(12) does require that copies of "every agreement or contract involving time brokerage of the licensee's station . . ." be maintained in the station's public inspection file, I do not believe that the subject Network Affiliation Agreement is an "agreement or contract involving time brokerage."

16. Since going on the air on October 21, 1994, WJUX(FM) has had a "jukebox radio" format, consisting of big band music and other music of the 1930s, 1940s and 1950s, provided by Bergen County Community Broadcast Foundation. I am solely responsible for WJUX(FM)'s programming policies, and for the decision to enter into the Network Affiliation Agreement pursuant to which programming is delivered to WJUX(FM). I am not aware of any documents responsive to Question 6 which are not being provided in response to other questions in your June 21, 1995 letter.

I have known Mr. Turro for many years, and was aware of his desire to provide a network programming service at the time when I was considering purchasing the construction permit for WJUX(FM). I believed that the station, operated as an affiliate of Mr. Turro's proposed network, would be economically viable, and that is why I went forward with the project.

In the event that additional information is needed in connection with your inquiry, please contact me.

Very truly yours,



Wesley R. Weis

000449

This Lease made this _____ day of September 1994 between

MOUNTAIN BROADCASTING CORPORATION, P.O. BOX 180, LIBERTY, NEW YORK 12754

hereinafter referred to as LANDLORD, and MONTICELLO MOUNTAINTOP BROADCASTING, INC.

hereinafter jointly, severally and collectively referred to as TENANT.

Witnesseth, that the Landlord hereby leases to the Tenant, and the Tenant hereby hires and takes

from the Landlord a portion of a ground floor room on the south side of WVOS Studio being 10' x 10'.

in the building known as WVOS STUDIO, OLD ROUTE 17, FERNDALE, NEW YORK 12734

to be used and occupied by the Tenant exclusively as a broadcasting studio and office

and for no other purpose, for a term to commence on September 1994, and to end

on September 1995, unless sooner terminated as hereinafter provided, at the ANNUAL RENT of

\$1,200.00

all payable in equal monthly instalments in advance on the first day of each and every calendar month during said term,

except the first instalment, which shall be paid upon the execution hereof.

THE TENANT JOINTLY AND SEVERALLY COVENANTS:

FIRST.—That the Tenant will pay the rent as above provided.

REPAIRS
ORDINANCES AND VIOLATIONS
ENTRY
WARRANTY LANDLORD
SECOND.—That, throughout said term the Tenant will take good care of the demised premises, fixtures and appurtenances, and all alterations, additions and improvements to either; make all repairs in and about the same necessary to preserve them in good order and condition, which repairs shall be, in quality and class, equal to the original work; promptly pay the expense of such repairs; suffer no waste or injury; give prompt notice to the Landlord of any fire that may occur; execute and comply with all laws, rules, orders, ordinances and regulations at any time issued or in force (except those requiring structural alterations), applicable to the demised premises or to the Tenant's occupation thereof, of the Federal, State and Local Governments, and of each and every department, bureau and official thereof, and of the New York Board of Fire Underwriters; permit at all times during usual business hours, the Landlord and representatives of the Landlord to enter the demised premises for the purpose of inspection, and to exhibit them for purposes of sale or rental; suffer the Landlord to make repairs and improvements to all parts of the building, and to comply with all orders and requirements of governmental authority applicable to said building or to any occupation thereof; suffer the Landlord to erect, use, maintain, repair and replace pipes and conduits in the demised premises and to the floors above and below; forever indemnify and save harmless the Landlord for and against any and all liability, penalties, damages, expenses and judgments arising from injury during said term to person or property of any nature, occasioned wholly or in part by any act or acts, omission or omissions of the Tenant, or of the employees, guests, agents, assigns or undertenants of the Tenant and also for any matter or thing growing out of the occupation of the demised premises or of the streets, sidewalks or vaults adjacent thereto; permit, during the six months next prior to the expiration of the term the usual notice "To Let" to be placed and to remain unmolested in a conspicuous place upon the exterior of the demised premises; repair, at or before the end of the term, all injury done by the installation or removal of furniture and property; and at the end of the term, to quit and surrender the demised premises with all alterations, additions and improvements in good order and condition.

MOVING INJURY SURRENDER
NEGATIVE COVENANTS
OBSTRUCTION SIGNS
AIR CONDITIONING
THIRD.—That the Tenant will not disfigure or deface any part of the building, or suffer the same to be done, except so far as may be necessary to affix such trade fixtures as are herein consented to by the Landlord; the Tenant will not obstruct, or permit the obstruction of the street or the sidewalk adjacent thereto; will not do anything, or suffer anything to be done upon the demised premises which will increase the rate of fire insurance upon the building or any of its contents, or be liable to cause structural injury to said building; will not permit the accumulation of waste or refuse matter, and will not, without the written consent of the Landlord first obtained in each case, either sell, assign, mortgage or transfer this lease, underlet the demised premises or any part thereof, permit the same or any part thereof to be occupied by anybody other than the Tenant and the Tenant's employees, make any alterations in the demised premises, use the demised premises or any part thereof for any purpose other than the one first above stipulated, or for any purpose deemed extra hazardous on account of fire risk, nor in violation of any law or ordinance. That the Tenant will not obstruct or permit the obstruction of the light, halls, stairway or entrances to the building, and will not erect or inscribe any sign, signals or advertisements unless and until the style and location thereof have been approved by the Landlord; and if any be erected or inscribed without such approval, the Landlord may remove the same. No water cooler, air conditioning unit or system or other apparatus shall be installed or used without the prior written consent of Landlord.

IT IS MUTUALLY COVENANTED AND AGREED, THAT

FIRE CLAUSE
FOURTH.—If the demised premises shall be partially damaged by fire or other cause without the fault or neglect of Tenant, Tenant's servants, employees, agents, visitors or licensees, the damages shall be repaired by and at the expense of Landlord and the rent until such repairs shall be made shall be apportioned according to the part of the demised premises which is usable by Tenant. But if such partial damage is due to the fault or neglect of Tenant, Tenant's servants, employees, agents, visitors or licensees, without prejudice to any other rights and remedies of Landlord and without prejudice to the rights of subrogation of Landlord's insurer, the damages shall be repaired by Landlord but there shall be no apportionment or abatement of rent. No penalty shall accrue for reasonable delay which may arise by reason of adjustment of insurance on the part of Landlord and/or Tenant, and for reasonable delay on account of "labor troubles" or any other cause beyond Landlord's control. If the demised premises are totally damaged or are rendered wholly untenable by fire or other cause, and if Landlord shall decide not to restore or not to rebuild the same, or if the building shall be so damaged that Landlord shall decide to demolish it or to rebuild it, then or in any of such events Landlord may, within ninety (90) days after such fire or other cause, give Tenant a notice in writing of such decision, which notice shall be given as in Paragraph Twelve hereof provided, and thereupon the term of this lease shall expire by lapse of time upon the third day after such notice is given, and Tenant shall vacate the demised premises and surrender the same to Landlord. If Tenant shall not be in default under this lease then, upon the termination of this lease under the conditions provided for in the sentence immediately preceding, Tenant's liability for rent shall cease as of the day following the casualty. Tenant hereby expressly waives the provisions of Section 137 of the Real Property Law and agrees that the foregoing provisions of this Article shall govern and control in lieu thereof. If the damage or destruction be due to the fault or neglect of Tenant the debris shall be removed by, and at the expense of, Tenant.

EMINENT DOMAIN
FIFTH.—If the whole or any part of the premises hereby demised shall be taken or condemned by any competent authority for any public use or purpose then the term hereby granted shall cease from the time when possession of the part so taken shall be required for such public purpose and without apportionment of award, the Tenant hereby assigning to the Landlord all right and claim to any such award, the current rent, however, in such case to be apportioned.

LEASE NOT IN EFFECT
AULIS
TEN DAY NOTICE
SIXTH.—If, before the commencement of the term, the Tenant be adjudicated a bankrupt, or make a "general assignment," or take the benefit of any insolvency act, or if a Receiver or Trustee be appointed for the Tenant's property, or if this lease or the estate of the Tenant hereunder be transferred or pass to or devolve upon any other person or corporation, or if the Tenant shall default in the performance of any agreement by the Tenant contained in any other lease to the Tenant by the Landlord or by any other person or corporation, or if the Landlord is a Director, this lease shall terminate, and the Tenant shall be deemed to have abandoned and in that case, neither the Tenant nor anybody claiming under the Tenant shall be entitled to go into possession of the demised premises. If after the commencement of the term, any of the events mentioned above in this subdivision shall occur, or if Tenant shall make default in fulfilling any of the covenants of this lease, other than the covenants for the payment of rent or "additional rent" or if the demised premises become vacant or deserted, the Landlord may give to the Tenant ten days' notice of intention to end the term of this lease, and thereupon at the expiration of said ten days' (if said condition which was the basis of said notice shall continue to exist) the term under this lease shall expire as fully and completely as if that day were the date herein definitely fixed for the expiration of the term and the Tenant will then quit and surrender the demised premises to the Landlord, but the Tenant shall remain liable as hereinafter provided.

000450

State of New York, County of

On the day of

19 , before me personally came

, to me known, who, being by me duly sworn, did depose and say that he resides at ; that he is

of the corporation described in and which executed the within instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order.

State of New York, County of

On the day of

19 , before me personally came

, to me known, who, being by me duly sworn, did depose and say that he resides at ; that he is

of the corporation described in and which executed the within instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order.

State of New York, County of

On the day of

19 , before me personally came

to me known and known to me to be the individual described in and who executed the foregoing instrument, and duly acknowledged that he executed the same.

State of New York, County of

On the day of

19 , before me personally came

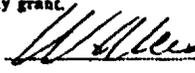
, subscribing witness to the foregoing instrument, with whom I am personally acquainted, who, being by me duly sworn, did depose and say, that he resided, at the time of the execution of said instrument, and still resides, in that he is and then was acquainted with and knew to be the individual described in and who executed the foregoing instrument; and that he, said subscribing witness, was present and saw execute the same; and that he, said witness, thereupon at the same time subscribed his name as witness thereto.

BUILDING	Premises	MOUNTAIN BROADCASTING CORPORATION	Landlord	to	MONTICELLO MOUNTAIN TOP BROADCASTING, INC.	Tenant	LEASE	NEWBERG LAW OFFICES, P.C. 33 NORTH STREET MONTICELLO, NEW YORK 12701 (914) 7940941D
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GUARANTY

In consideration of the letting of the premises within mentioned to the Tenant within named, and of the sum of One Dollar, to the undersigned in hand paid by the Landlord within named, the undersigned hereby guarantees to the Landlord and to the heirs, successors and/or assigns of the Landlord, the payment by the Tenant of the rent, within provided for, and the performance by the Tenant of all of the provisions of the within lease. Notice of all defaults is waived, and consent is hereby given to all extensions of time that any Landlord may grant.

Dated, September 19 94

 L. S.

STATE OF New York COUNTY OF Sullivan ss:

On this day of September, 19⁹⁴, before me personally appeared

to me known and known to me to be the individual described in and who executed the foregoing instrument, and duly acknowledged to me that he executed the same.

CERTIFICATE OF SERVICE

Talya Lewis, a secretary in the Enforcement Division, Mass Media Bureau, certifies that she has on this 6th day of June, 1997, sent by regular U.S. mail, U.S. Government frank, copies of the foregoing "**Mass Media Bureau's First Request for Admissions of Fact and Genuineness of Documents**" to

Administrative Law Judge Arthur I. Steinberg
Federal Communications Commission
2000 L Street, N.W., Suite 228
Washington, D.C. 20554

Alan Y. Naftalin, Esq.
Charles R. Naftalin, Esq.
Koteen & Naftalin
1150 Connecticut Ave., N.W.
Washington, D.C. 20036

James P. Riley, Esq.
Fletcher, Heald and Hildreth, P.L.C.
1300 North 17th Street
11th Floor
Rosslyn, VA 22209

Roy R. Russo, Esq.
Richard A. Helmick, Esq.
Cohn and Marks
1333 New Hampshire Ave., Suite 600
Washington, D.C. 20036


Talya Lewis

000453

Before the
FEDERAL COMMUNICATIONS COMMISSION
 Washington, D.C. 20554

In re)
)
 GERARD A. TURRO)
)
 For Renewal of Licence)
 For FM Translator Stations)
 W276AQ(FM), Fort Lee, NJ, and)
 W232AL(FM), Pomona, NY)

MM Docket No. 97-122
 File Nos. BRFT-970129YC
 BRFT-970129YD

MONTICELLO MOUNTAINTOP
 BROADCASTING, INC.

Order to Show Cause Why the
 Construction Permit for FM Radio
 Station WJUX(FM), Monticello, NY,
 Should Not Be Revoked

Federal Communications Commission	
Docket No. <u>97-122</u>	Exhibit No. <u>MMB-22</u>
Presented by <u>fcc</u>	
Disposition	Identified <u>✓</u>
	Received _____
	Rejected _____
Reporter <u>FR</u>	

**GERARD A. TURRO'S FIRST ADMISSIONS OF FACT AND
 GENUINENESS OF DOCUMENTS TO THE MASS MEDIA BUREAU**

Gerard A. Turro, by his attorneys, hereby submits his First Admissions of Fact and Genuineness of Documents to the Mass Media Bureau ("Bureau") in the above-captioned proceeding.¹ The number of each of Mr. Turro's admissions herein correspond to the number of the admission request issued by the Bureau on June 6, 1997. For clarity, throughout these admissions of Mr. Turro, "Monticello Station" shall mean FM radio station WJUX, Monticello, New York, formerly known as WXTM(FM), Monticello, New York.

The Bureau has sought a number of admissions which are directed to a station licensed to Franklin Lakes, New Jersey, and because that station and its operations are not mentioned in the Hearing Designation Order in this proceeding, in each instance Mr. Turro has responded "not

¹Based upon the consent of counsel to Bureau, for which we are grateful, these admissions are filed today.

relevant to this proceeding." In addition, the Bureau directed a number of requests for admission to Mr. Turro which appear to address matters concerning Monticello Mountaintop Broadcasting, Inc., a separate party to this proceeding, and in those instances Mr. Turro has responded "unknown," indicating that he lacks personal knowledge of the matters therein.

Respectfully submitted,

GERARD A. TURRO

By: /s/ Alan Y. Naftalin
/s/ Alan Y. Naftalin

By: /s/ Charles R. Naftalin
/s/ Charles R. Naftalin

Koteen & Naftalin, L.L.P.
1150 Connecticut Avenue, N.W.
Washington, DC 20036
(202) 467-5700

June 25, 1997

His Attorneys

ADMISSIONS

1. Admit, based upon review of the FCC's records
2. Admit, to the extent that the FCC's staff reports such a grant dated March 27, 1986
3. Admit
4. Admit, to the extent indicated in Commission orders in 1986 and 1987
5. Admit, to the extent indicated in a decision of the United States Court of Appeals for the D. C. Circuit in 1988
6. Admit, to the extent that Mr. Turro filed comments with the Commission dated January 23, 1989 and such comments speak for themselves
7. Mr. Turro admits that the Commission released a Report and Order, 5 FCC Rcd 7212 (1991)
8. Mr. Turro admits that the Commission released a Memorandum Opinion and Order, 8 FCC Rcd 5093 (1993)
9. Not relevant to this proceeding²
10. Not relevant to this proceeding
11. Admit
12. Not relevant to this proceeding
13. Admit
14. Admit

²The Bureau has sought a number of admissions concerning "WRRH(FM), Franklin Lakes, New Jersey." We have responded to those admission requests with "not relevant to this proceeding" because the Hearing Designation Order has no reference to this, or any other station, licensed to Franklin Lakes, New Jersey.

15. Admit, to the extent that WMG-499 was licensed to Mr. Turro. It has not been in operation for a considerable period of time.

16. Admit, to the extent that when it was in operation, WMG-499 was so located.

17. Admit, to the extent that when it was in operation, WMG-499 was so located, and the building was owned directly, or indirectly, by Mr. Weis.

18. Not relevant to this proceeding

19. Not relevant to this proceeding

20. Not relevant to this proceeding

21. Not relevant to this proceeding

22. Admit, although for a considerable period of time FM-103.1, Inc. has produced the Jukebox Radio programming.

23. Not relevant to this proceeding

24. Not relevant to this proceeding

25. Not relevant to this proceeding

26. Not relevant to this proceeding

27. Not relevant to this proceeding

28. Not relevant to this proceeding

29. Not relevant to this proceeding

30. Not relevant to this proceeding

31. Not relevant to this proceeding

32. Not relevant to this proceeding

33. Not relevant to this proceeding

34. Not relevant to this proceeding
35. Admit
36. Admit
37. Not relevant to this proceeding
38. Not relevant to this proceeding
39. Not relevant to this proceeding
40. Not relevant to this proceeding
41. Not relevant to this proceeding
42. Not relevant to this proceeding
43. Not relevant to this proceeding
44. Admit, to the extent that Mr. Turro became aware of the construction permit for the Monticello Station but he is not entirely sure that it was in 1994.
45. Not relevant to this proceeding
46. Admit, to the extent that an unbuilt construction permit may be considered "authorized."
47. Admit
48. Denied, to the extent that the FCC's Rules regulate common ownership and control of FM translator stations and FM stations in commercial service, they speak for themselves.
49. Admit
50. Unknown³

³The Bureau has sought a number of admissions from Mr. Turro concerning Monticello Mountaintop Broadcasting, Inc. and Mr. Weis for which Mr. Turro lacks personal knowledge. Mr. Turro has responded "unknown" to those requests for admission.

51. Unknown

52. Denied

53. Admit

54. Unknown

55. Admit, to the extent that such a payment was made sometime in October 1994.

56. Unknown

57. Denied, pages are missing

58. Unknown

59. Admit, to the extent that such operations began sometime in October, 1994.

60. Not relevant to this proceeding

61. Unknown

62. Unknown

63. Admit

64. Admit

65. Admit, to the extent that BCCBF and/or FM-103.1, Inc. provided Jukebox Radio programming.

66. Admit

67. Admit

68. Deny

69. Deny

70. Deny The Monticello Station's signal received over-the-air by W276AQ was sufficient for reception and rebroadcast.

71. Deny The phrase "poor audio quality" is without relevant meaning.
72. Admit
73. Admit
74. Admit
75. Admit
76. Admit
77. Deny
78. Deny
79. Deny The phrase "poor broadcast quality" is without relevant meaning.
80. Deny The phrase "poor audio quality" is without relevant meaning.
81. Deny Station W276AQ had the ability to receive over-the-air signals from either the Monticello Station or from W232AL.
82. See Admission 81
83. Unkown
84. Deny
85. Admit, to the extent that the Monticello Station receives Jukebox Radio programming from the Dumont studios of BCCBF and/or FM-103.1, Inc.
86. Admit, to the extent of Mr. Turro understanding
87. Deny, to the extent that any such programming is "exclusive."
88. Admit, to the extent that the Monticello Station receives non-Jukebox Radio programming from the Dumont studios of BCCBF and/or FM-103.1, Inc.
89. Unknown

000460

90. Unknown
91. Unknown
92. Unknown
93. Unknown
94. Admit
95. Unknown
96. Admit, to the extent that operating readings were noted at the Dumont Studios
97. Admit, to the extent that Mr. Turro understands that a person who identified himself as "a broadcast salesperson" and then later identified himself as an FCC field engineer visited the Dumont Studios in mid-April, 1995.
98. Admit
99. Admit
100. Admit, to the extent that the Dumont Studios have two TC-8 control units.
101. Admit, to the extent that one TC-8 control unit indicated the source of the audio feed to W276AQ.
102. Deny
103. See Admission 101
104. Deny
105. Admit, to the extent that one of the TC-8 control units could indicate the status of certain operations for W276AQ
106. Unknown⁴

⁴Mr. Turro was not present during FCC inspections on April 13 and 14, 1995.

107. Unknown

108. Unknown

109. Unknown

110. Unknown

111. Unknown

112. Unknown

113. Unknown

114. Unknown

115. Unknown

116. Unknown

117. Unknown

118. Unknown

119. Denied, to the extent that "originated" may mean live programming

120. Denied, only Jukebox Radio network advertising is produced at the Dumont studios

121. See Admission 120

122. Admit

123. Deny Personnel in the Dumont Studios may become aware of interruptions in programming when and if the programming which should be broadcast by the Monticello Station is not heard over-the-air from W276AQ.

124. Deny At all times relevant to this hearing, the only times that the Dumont Studios delivered programming directly to W276AQ was for broadcast of emergency messages at the request of the Bergen County Office of Emergency Management.

request of the Bergen County Office of Emergency Management.

125. Admit

126. See Admission 124

127. Deny

128. Denied, to the extent that funds are paid monthly to MMBI, they are paid by FM-103.1, Inc.

129. Unknown

130. Admit

131. Unknown

132. Deny

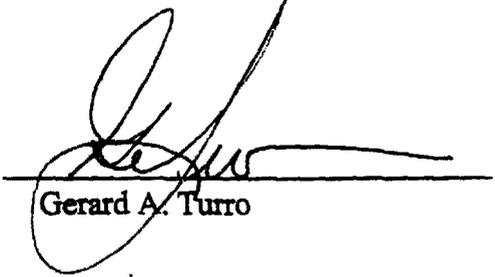
STATEMENT

I, Gerard A. Turro, under penalty of perjury, hereby state as follows:

I have read the foregoing Gerard A. Turro's First Admissions of Fact and Genuineness of Documents to the Mass Media Bureau and the responses thereto are true, correct and complete to the best of my knowledge, information and belief, excluding such matters upon which the Federal Communications Commission may take official notice.

June 24, 1997

By: _____


Gerard A. Turro

CERTIFICATE OF SERVICE

I, Barbara Frank, a secretary in the law offices of Koteen & Naftalin, L.L.P., hereby certify that true copies of the foregoing "GERARD A. TURRO'S FIRST ADMISSIONS OF FACT AND GENUINENESS OF DOCUMENTS TO THE MASS MEDIA BUREAU" have been served upon the following by first-class United States mail, postage prepaid, this 25th day of June 1997:

* The Honorable Arthur I. Steinberg
Administrative Law Judge
Federal Communications Commission
2000 L Street, N.W., Room 228
Washington, D.C. 20554

* Alan Aronowitz, Esq.
Hearing Branch
Enforcement Division
Federal Communications Commission
2025 M Street, N.W., Room 7212
Washington, D.C. 20554

* Stephen Barone
Complaints and Investigations Branch
Mass Media Bureau
Federal Communications Commission
2025 M Street, N.W., Room 8210
Washington, D.C. 20554

* Suzan B. Friedman
Federal Communications Commission
2025 M Street, N.W., Room 8210
Washington, D.C. 20554

James P. Riley, Esq.
Fletcher, Heald & Hildreth, P.L.C.
1300 North 17th Street
11th Floor
Rosslyn, VA 22209

Roy R. Russo, Esq.
Richard A. Helmick, Esq.
Cohn and Marks
1333 New Hampshire Avenue
Suite 600
Washington, D.C. 20036

/s/ Barbara Frank
Barbara Frank

* By Hand Delivery

000165

MMB Ex. 23

ORIGINAL

**Before the
FEDERAL COMMUNICATIONS COMMISSION
Washington, D.C. 20554**

**CORRESPONDENCE
DOCKET FILE COPY ORIGINAL**

In re)
)
GERARD A. TURRO)
)
For Renewal of License)
for FM Translator Stations)
W276AQ(FM), Fort Lee, NJ, and)
W232AL(FM), Pomona, NY)
)
MONTICELLO MOUNTAINTOP)
BROADCASTING, INC.)
)
Order to Show Cause Why the Construction)
Permit for FM Radio Station WJUX(FM),)
Monticello, NY, Should Not Be Revoked)

MM Docket No. 97-122
File Nos. BRFT-970129YC
BRFT-970129YD

RECEIVED

JUN 6 1997

Federal Communications Commission
Office of Secretary

To: Monticello Mountaintop Broadcasting, Inc.

**MASS MEDIA BUREAU'S FIRST REQUEST FOR ADMISSIONS OF FACT AND
GENUINENESS OF DOCUMENTS**

The Chief, Mass Media Bureau, pursuant to Section 1.246 of the Commission's Rules, hereby requests that, within ten (10) days of the service of this request, Monticello Mountaintop Broadcasting, Inc. ("MMBI") admit to the truth of the following facts and genuineness of the attached documents. Each response shall be labeled with the same number as the subject admission request and shall be made under oath or affirmation by the person making the response. In addition, respondent is reminded that "[a] denial shall fairly meet the substance of the requested admission, and when good faith requires that a party deny only a part or a qualification of a matter of which an admission is requested, he shall specify so much of it as is true and deny only the remainder."

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No. of copies rec'd: ONE
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Federal Communications Commission
Docket No. 99-122 Exhibit No. MMB-25
Presented by FCC Identified ✓
Received _____
Disposition } Rejected _____
Reporter W-24-99

Admissions

1. On July 25, 1994, an application was filed seeking Commission consent to the assignment of the construction permit for WXTM(FM), Monticello, New York, from Larry Fishman to MMBI.

2. Wesley R. Weis ("Weis") is the sole shareholder of MMBI.

3. Weis became aware from Gerard A. Turro ("Turro") of the availability of the WXTM(FM) construction permit.

4. Turro encouraged Weis to acquire the WXTM(FM) construction permit.

5. On October 14, 1994, the assignment application for WXTM(FM) was granted by the Commission.

6. On October 17, 1994, Weis received \$40,000 from Turro as an inducement to enter into a "Network Affiliation Agreement" for WXTM(FM) with Bergen County Community Broadcast Foundation ("BCCBF").

7. Attachment I hereto is a true copy of the "Network Affiliation Agreement" entered into between Weis, on behalf of MMBI, and Turro, on behalf of BCCBF.

8. BCCBF is operated by Turro.

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9. BCCBF's studios are located at 75 Second Street, Dumont, New Jersey.
10. The building in which BCCBF's studios are located is owned, directly or indirectly, by Weis.
11. Inter City Relay Station WMG-499 is licensed to BCCBF.
12. Inter City Relay Station WMG-499 is located atop a building located at 29 Aladdin Avenue, Dumont, New Jersey.
13. The building on which the facilities for WMG-499 are located is owned, directly or indirectly, by Weis.
14. BCCBF has provided the "Jukebox Radio" format programming regularly broadcast on WXTM(FM) since it began broadcast operations.
15. At the time Weis received the \$40,000 inducement to enter into a Network Affiliation Agreement with BCCBF, BCCBF was the licensee of non-commercial radio station WJUX(FM), Franklin Lakes, New Jersey.
16. At the time Weis received the \$40,000 inducement to enter into a Network Affiliation Agreement with BCCBF, WJUX(FM), Franklin Lakes, New Jersey, was carrying the Jukebox Radio programming format.

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17. At the time Weis received the \$40,000 inducement to enter into a Network Affiliation Agreement with BCCBF, translator station W276AQ(FM), Ft. Lee, New Jersey, was rebroadcasting the signal of WJUX(FM).

18. The \$40,000 received from Turro was not in the form of a loan, and there is no obligation for repayment of those funds.

19. Funds received from Turro were applied to the purchase price for the WXTM(FM) construction permit.

20. Funds received from Turro were used to construct the WXTM(FM) facilities.

21. WXTM(FM) was not an operating station prior to MMBI's acquisition of the construction permit.

22. The assignment of the WXTM(FM) construction permit from Larry Fishman to MMBI was consummated on October 18, 1994.

23. WXTM(FM) began broadcast operations under MMBI on October 21, 1994.

24. When WXTM(FM) began broadcast operations, it had a main studio located at Old Route 17, Liberty, New York.

25. When WXTM(FM) began broadcast operations, it had program origination

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