

**AMENDMENT TO NETWORK AFFILIATION AGREEMENT**

Bergen County Community Broadcast Foundation ("Network") and Monticello Mountaintop, Inc. ("MMBI") hereby amend the Network Affiliation Agreement ("Agreement") between them dated October 17, 1994. This Amendment is entered into on the \_\_\_\_\_ day of November, 1994, but is retroactive to commencement of the Agreement.

(1) The Agreement pertains to the FM broadcast station on 99.7 MHz assigned to Monticello, New York, which currently operates under the call letters WXTM (the "Station").

(2) Notwithstanding any other provision in the Agreement, MMBI retains responsibility for ascertainment of the needs of its community of license and service area. The parties agree that the network programming to be supplied by Network will include programming which responds to these ascertained needs and concerns, but that MMBI shall have the right to broadcast such additional programming, either produced or purchased by MMBI, as it determines appropriate to respond to the ascertained issues of community concern and to delete or preempt in its sole discretion any Network programming for the purpose of transmitting such programming.

(3) In addition to the right of MMBI to delete or preempt Network programming in order to broadcast MMBI programming responsive to issues of concern to its community of license, MMBI maintains the independent right to preempt or delete any Network programming which MMBI believes to be unsatisfactory or unsuitable or contrary to the public interest, or to substitute programming which, in MMBI's opinion, is of greater local or national importance.

(4) MMBI's acceptance and broadcast of Network programming is at all times subject to MMBI's responsibility to comply with all FCC regulations, including all technical regulations governing the operation of the Station, including maintenance of a main studio and providing a meaningful managerial and staff presence at that main studio, ascertainment of and programming in response to community needs and concerns, compliance with political programming laws and regulations, sponsorship identification rules, lottery and contest regulations, maintenance of the Station's public and political files, compiling appropriate quarterly program/issues lists, employment records and all other FCC requirements and duties.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this 17 day of ~~November~~, 1994.

JULY 15

Signed, sealed and delivered in the presence of

Gerard Tatro for Network

signed TO IN OCT, 1994

W. Weis 7/15/95

Wesley Weis for MMBI

Kathleen Kahyaoglu

**KATHLEEN KAHYAOGLU**  
NOTARY PUBLIC OF NEW JERSEY  
MY COMMISSION EXPIRES SEPT. 15, 1998

\_\_\_\_\_  
  
\_\_\_\_\_

**This Lease** made this \_\_\_\_\_ day of September 19 94, between

MOUNTAIN BROADCASTING CORPORATION, P.O. BOX 150, 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 WWS Studio being 10' x 10'.

in the building known as WWS 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 19 94, and to end

on September 19 95, 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**  
**OBEDIENCES AND VIOLATIONS**  
**ENTRY**  
**INDEMNIFY 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 under tenants 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 227 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 EFFECT**  
**DEFAULTS**  
**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 corporation of which an officer of the Landlord is a Director, this lease shall thereby, at the option of the Landlord, be terminated 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.

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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 \_\_\_\_\_ ss:  
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 \_\_\_\_\_ ss:  
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 \_\_\_\_\_ ss:  
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 MOUNTAINTOP BROADCASTING, INC.  
Tenant  
LEASE  
NEUBERG LAW OFFICES, P.C.  
33 MURCH STREET  
MONTICELLO, NEW YORK 12701  
(914) 794-0810

**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, 19\_\_\_\_, 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.

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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

000553



BEFORE THE

Federal Communications Commission

WASHINGTON, D.C. 20554

RECEIVED JUN 20 1997 Federal Communications Commission Office of Secretary

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

Directed to: Mass Media Bureau

RESPONSE OF MOUNTAINTOP BROADCASTING, INC.
TO MASS MEDIA BUREAU'S
FIRST REQUEST FOR ADMISSIONS

James P. Riley
J. Todd Metcalf
FLETCHER, HEALD & HILDRETH, P.L.C.
1300 North 17th Street
11th Floor

Rosslyn, Virginia 22099 Federal Communications Commission
(703)812-0400 Docket No. 97-122 Exhibit No. MMB-24

June 20, 1997

000551

Presented by: fcc
Disposition: Identified [checked], Received [checked], Rejected
Reporter: [signature]

BEFORE THE

**Federal Communications Commission**

WASHINGTON, D.C. 20554

RECEIVED  
JUN 20 1997  
Federal Communications Commission  
Office of Secretary

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

Directed to: The Mass Media Bureau

**RESPONSE OF MONTICELLO MOUNTAINTOP BROADCASTING, INC.  
TO MASS MEDIA BUREAU'S  
FIRST REQUEST FOR ADMISSIONS**

Monticello Mountaintop Broadcasting, Inc. ("MMBI"), by counsel, herewith submits its response to the Bureau's First Request.

The specific responses of MMBI to the Bureau's 84 enumerated requests for admissions of fact and genuineness of documents are attached, supported by the declaration of Wesley R. Weis, president of MMBI.

In the interest of economical litigation, MMBI has not failed to provide a response to any of the 84 because of the irrelevance of a Bureau request, notwithstanding that in terms of admissible evidence there are among the Bureau requests numerous requests as to which the

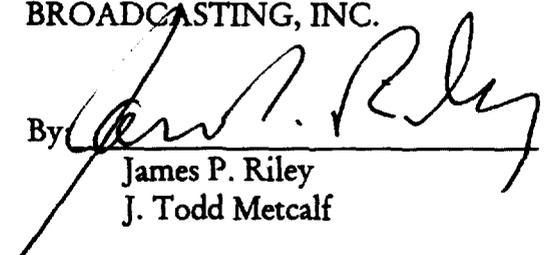
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asserted facts would be irrelevant under any of the issues designated against MMBI. For example, and not by way of limitation, Bureau Request 29 makes a factual assertion concerning a noncommercial FM station apparently licensed to Franklin Lakes, New Jersey, which has no bearing on the issues designated against MMBI in the HDO. Similarly, Bureau Requests 77-80 make factual assertions concerning the operation of translator stations, although these translators and their mode of operation are not factors in Issues 5-8, the issues designated in the HDO against MMBI. If at hearing the Bureau undertakes to introduce as evidence irrelevant matter from MMBI's response, MMBI will then object.

Respectfully submitted,

MONTICELLO MOUNTAINTOP  
BROADCASTING, INC.

By

  
James P. Riley  
J. Todd Metcalf

Its Attorneys

FLETCHER, HEALD & HILDRETH, P.L.C.  
1300 North 17th Street  
11th Floor  
Rosslyn, Virginia 22209  
(703)812-0400

June 20, 1997<sup>1</sup>

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<sup>1</sup>Counsel for the Mass Media Bureau graciously gave consent to MMBI for a one-day delay, from June 19 to June 20, for the service of this response.

RESPONSE TO BUREAU REQUEST FOR ADMISSIONS

1. Admit.
2. Admit.
3. Admit.
4. Admit.
5. Admit.
6. Admit.
7. Deny. The Bureau has provided only a portion of the agreement. The balance is in the Bureau's own Attachment II.
8. Admit.
9. Admit.
10. Admit.
11. MMBI cannot respond from personal knowledge.
12. MMBI cannot respond from personal knowledge.
13. Admit to the extent that the building at 29 Aladdin Avenue, identified in No. 12, is owned by Mr. Weis.
14. Admit.
15. MMBI cannot respond from personal knowledge.
16. MMBI cannot respond from personal knowledge.
17. MMBI cannot respond from personal knowledge.
18. Admit.
19. Admit.

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20. Deny.
21. Admit.
22. Admit.
23. Admit.
24. Admit.
25. Admit.
26. Admit.
27. Deny.
28. Beginning November 2, 1994, WXTM maintained a toll-free telephone number for residents of Monticello. However, MMBI now believes that number was not answered, or answered exclusively, at the WXTM main studio.
29. MMBI cannot respond from personal knowledge.
30. Admit.
31. Admit, as to the period from the fall of 1994 to May 1, 1995.
32. Admit.
33. Admit.
34. Admit; see response to No. 14.
35. Admit to the extent that MMNI granted rebroadcast consent and believes the statement to be true.
36. See response to No. 35.
37. Admit; see response to No. 39.
38. Admit.
39. Admit.

40. See response to No. 35.
41. Admit.
42. See response to No. 40.
43. Admit.
44. Admit.
45. Admit.
46. Admit.
47. Admit.
48. Admit.
49. Deny.
50. Admit.
51. Admit.
52. Admit.
53. Admit.
54. Admit.
55. Admit.
56. Admit.
57. Admit.
58. Admit.
59. Admit only to the extent that Mr. Weis has received reports that an FCC inspection occurred in mid-April, 1995.
60. Admit.

61. See response to No. 28. That answer describes the situation until mid 1995.
62. See response to No. 61.
63. Admit, consistent with response to No. 61.
64. Deny. Subsequent to the FCC inspection a call forwarding feature was deleted from the WJUX phone line.
65. Admit.
66. Admit.
67. Admit.
68. Admit.
69. Admit as follows: All of the Jukebox Network programming is transmitted from BCCBF's studios, but certain programs transmitted in the network feed are produced by Mr. Blabey and sent to the BCCBF studios for broadcast by WJUX. In addition, on infrequent occasions WJUX has broadcast musical programming not transmitted from BCCBF's studios.
70. Admit.
71. BCCBF and/or Turro sell advertising on Jukebox Network; WJUX broadcasts network advertising.
72. See response to No. 43.
73. Admit. However, Mr. Weis's personal knowledge is limited to one interruption.
74. Deny.
75. Assuming that the Bureau's statement connotes a cessation of signal transmission, Mr. Weis believes that happened, deliberately, once, at the request of an FCC inspector. Otherwise he believes the WJUX signal has been transmitted as scheduled, although equipment damage did cause a reduction in power.
76. Deny.
77. Mr. Weis has no personal knowledge of this.

- 78. See response to No. 77.
- 79. See response to No. 77.
- 80. See response to No. 77.
- 81. Admit.
- 82. Some of the funds received from BCCBF are so used.
- 83. Admit.
- 84. Deny.

FROM : WGEW XMIT

PHONE NO. : 1718 386 0890

Jun. 20 1997 11:07AM P1

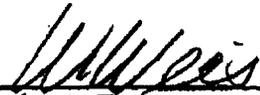
JUN-20-1997 10:58 FROM FLETCHER HEALD & HILDRETH TO

17183860890 P.01

DECLARATION

I, Wesley R. Weis, president of Monticello Mountaintop Broadcasting, Inc., do hereby declare under penalty of perjury that the foregoing responses to the Mass Media Bureau's First Request for Admissions of Fact and Genuineness of Documents are true and correct to the best of my knowledge.

Executed this 20<sup>th</sup> day of June, 1997.

  
\_\_\_\_\_  
Wesley R. Weis

000553

CERTIFICATE OF SERVICE

I, Deborah N. Lunt, a secretary in the law firm of Fletcher, Heald & Hildreth, P.L.C., do hereby certify that true copies of the foregoing "Response of Monticello Mountaintop Broadcasting, Inc. to Mass Media Bureau's First Request for Admissions" were sent this 20th day of June, 1997, by first class United States mail, postage prepaid, to the following:

The Honorable Arthur I. Steinberg\*  
Administrative Law Judge  
Federal Communications Commission  
2000 L Street, NW, Room 228  
Washington, DC 20554

Alan Aronowitz, Esquire\*  
Hearing Branch  
Enforcement Division  
Mass Media Bureau  
Federal Communications Commission  
2025 M Street, NW, Room 7212  
Washington, DC 20554

Arthur B. Goodkind, Esquire  
Koteen & Naftalin  
1150 Connecticut Avenue, NW  
Washington, DC 20036  
Counsel for Gerard A. Turro

Richard A. Helmick, Esquire  
Cohn and Marks  
1333 New Hampshire Avenue  
Suite 600  
Washington, DC 20036  
Counsel for Universal Broadcasting of New York, Inc.

\*By Hand Delivery



Deborah N. Lunt

000560



ANN BAVIS "TERRY"  
ANNE GOODWIN CRUMP  
VINCENT J. CURTIS, JR.  
RICHARD J. ESTEVEZ  
PAUL J. FELDMAN  
TBC FISHMAN  
JONARD HILDRETH  
FRANK R. JAZZO  
ANDREW S. KERSTING\*  
KATHRYN A. KLESMAN  
EUGENE M. LAWSON, JR.  
HARRY C. MARTIN  
J. TODD METCALF\*  
GEORGE PETRUTSAS  
LEONARD R. RAISH  
JAMES P. RILEY  
KATHLEEN VICTORY  
HOWARD M. WEISS  
\*NOT ADMITTED IN VIRGINIA

FLETCHER, HEALD & HILDRETH, P.L.C.

ATTORNEYS AT LAW  
11th FLOOR, 1300 NORTH 17th STREET  
ROSSLYN, VIRGINIA 22209-3801

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office@fth-telcomlaw.com

FRANK U. FLETCHER  
(1933-1985)  
ROBERT L. HEALD  
(1926-1983)  
PAUL D.P. SPEARMAN  
(1936-1982)  
FRANK ROBERSON  
(1936-1981)  
RUSSELL ROWELL  
(1948-1977)

RETIRED  
EDWARD F. KENEHAN  
CONSULTANT FOR INTERNATIONAL AND  
INTERGOVERNMENTAL AFFAIRS  
SHELDON J. KRYS  
U. S. AMBASSADOR (HON.)  
OF COUNSEL  
EDWARD A. CAINE\*  
WRITER'S NUMBER  
(703) 812-

450

June 30, 1997

HAND DELIVERED

Alan Aronowitz, Esquire  
Hearing Branch  
Enforcement Division  
Mass Media Bureau  
Federal Communications Commission  
2025 M Street, NW, Room 7212  
Washington, DC 20554

|                                   |                           |
|-----------------------------------|---------------------------|
| Federal Communications Commission |                           |
| Docket No. <u>97-122</u>          | Exhibit No. <u>MMB-75</u> |
| Presented by <u>FCC</u>           |                           |
| Disposition                       | Identified <u>/</u>       |
|                                   | Received _____            |
|                                   | Rejected _____            |
| Reporter <u>R</u>                 |                           |

Re: MM Docket 97-122 11-24-97  
WJUX (FM), Monticello, New York

Dear Alan:

Monticello Mountaintop Broadcasting, Inc., is amending its responses to two requests of the Mass Media Bureau's First Request for Admissions. Attached is the declaration of Wesley R. Weis, president of MMBI, containing the amended responses.

Please attach this statement of Mr. Weis to his statement of June 20, 1997, with the initial response to the Bureau's First Request.

Yours very truly,

James P. Riley  
Counsel for Monticello Mountaintop Broadcasting, Inc.

JPR:deb

Enclosure

- cc: The Honorable Arthur I. Steinberg (By Hand Delivery w/Enclosure)
- Alan Y. Naftalin, Esquire (By US Mail w/Enclosure)
- Richard A. Helmick, Esquire (By US Mail w/Enclosure)
- Mr. William F. Caton (By Hand Delivery w/Enclosure)

000561

DECLARATION

I, Wesley R. Weis, president of Monticello Mountaintop Broadcasting, Inc. (MMBI), do hereby declare as follows:

On June 20, 1997, MMBI filed its response to the Mass Media Bureau's First Request for Admissions of Fact and Genuineness of Documents. The responses were believed by me to be true.

I have since concluded that the uncertainty expressed in one response to the Bureau should be eliminated, and one other response should be expanded.

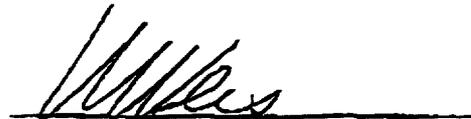
First, the response to Bureau Request No. 28 stated that MMBI now believes that number [a toll-free telephone number] was not answered, or answered exclusively, at the WXTM [now WJUX] main studio. I have now concluded that it is very likely that the telephone number was not, until July, 1995, answered there, and therefore I delete the phrase "or answered exclusively" from MMBI's response to Bureau Request No. 28.

Second, the response to Bureau Request No. 64 needs to be expanded. The expanded response is as follows:

Deny. Subsequent to the FCC inspection, it appears that a phone jack for this number was relocated within the building housing the WJUX main studio, a telephone (either a replacement for an existing instrument or a first telephone instrument for the number) was acquired and the practice of forwarding calls placed to the number was ended.

I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge and belief.

Executed this <sup>th</sup> 30 day of June, 1997.



Wesley R. Weis

MMB Ex. 210

BEFORE THE

# Federal Communications Commission

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 )  
 )  
 To: Gerard A. Turro

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

Federal Communications Commission  
 Docket No. 97-122 Exhibit No. MMB-26  
 Presented by fa  
 Disposition } Identified /  
 } Received /  
 } Rejected \_\_\_\_\_  
 Reporter [Signature]  
 Date 11-24-97

**FIRST SET OF JOINT INTERROGATORIES**  
**OF THE MASS MEDIA BUREAU AND**  
**UNIVERSAL BROADCASTING OF NEW YORK, INC.**

The Mass Media Bureau (the "Bureau") and Universal Broadcasting of New York, Inc. ("Universal"), by their attorneys, pursuant to Sections 1.311 and 1.323 of the Commission's Rules, hereby submit the following interrogatories to Gerard A. Turro ("Turro") in the above-captioned proceeding. These interrogatories shall be deemed continuing and Turro shall have an obligation to inform the Bureau and Universal of any additional and relevant information which may come to his attention subsequent to his response to the interrogatories.

**Definitions and Instructions**

A. As used herein, "Turro" means Gerald A. Turro, his agents, employees, consultants, or other persons acting on his behalf, including legal counsel, as well as affiliated companies, including Bergen County Community Broadcast Foundation ("BCCBF"), Jukebox Radio, and FM-103, Inc.

B. As used herein, Station WJUX, Monticello, New York, refers to the FM Radio Station currently licensed to Monticello Mountaintop Broadcasting Company, Inc., with the former call sign WXTM.

C. As used herein, Station WJUX, Franklin Lakes, New Jersey, refers to the noncommercial FM Radio Station currently licensed to BCCBF, with the former call sign WRRH, and the current call sign WNJW.

D. As used herein, the term "identify" when used with reference to a person or persons, means to state his/her full name, present position, last known business and residence address and telephone numbers, if known.

E. As used herein, the term "identify" when used with reference to documents, means to state the date, author, addressee, type of document (e.g., letter, memorandum, report, etc.), a brief description of the subject matter, its present or last known location and its custodian. If any such document was, but is no longer in Turro's possession or control, state the disposition which was made of it, the reason for such disposition and the date thereof. In lieu of completely identifying any document, it may be made available to Universal and the Bureau for inspection and copying by so stating in your answer; however, a brief identification of the document should still be made in answering the interrogatory.

**Interrogatories**

1. Identify all transmitter/operating or other operational/advertising records kept on behalf of Station WJUX, Monticello, New York, for the period from October 1994 to the present.
2. Identify those individuals who either had responsibility for maintaining or who made entries in those records identified in the previous question, as well as the location or address of such records.
3. Identify all transmitter/operating logs or other records which document interruptions in broadcast transmissions by Station WJUX, Monticello, New York, for the period October 1994 until the present.
4. Identify all advertising logs or other records for program originations on Translator Station W276AQ, Ft. Lee, New Jersey, for the period from December 1992 to the present.
5. Identify those individuals who either had responsibility for maintaining or who made entries in those records identified in the previous question, as well as the location or address of such records.
6. Identify all documents relating to Translator Station W276AQ's failure or inability to broadcast advertising time, to include make goods for the broadcast of interrupted or omitted commercial announcements or programs, for the period from December 1992 to the present.
7. Identify all advertising logs or other records for Jukebox Radio/FM 103, Inc. for the period from December 1992 to the present.
8. Identify those individuals who either had responsibility for maintaining or who made entries in those records identified in the previous question, as well as the location or address of such records.

**000565**

9. Identify all documents relating to Jukebox Radio and/or FM 103, Inc.'s failure or inability to broadcast advertising time, to include make goods for the broadcast of interrupted or omitted commercial announcements or programs, for the period from December 1992 to October 1994.

10. Identify all underwriting logs or other records kept for FM Station WJUX, Franklin Lakes, New Jersey, for the period from December 1992 to October 1994.

11. Identify those individuals who either had responsibility for maintaining or who made entries in those records identified in the previous question, as well as the location or address of such records.

12. Identify all documents relating to the broadcast of underwriting announcements over WJUX, Franklin Lakes, New Jersey, that Station's failure or inability to broadcast underwriting announcements, and make goods for the broadcast of interrupted or omitted underwriting announcements or programs, for the period from December 1992 to October 1994.

13. Identify all documents relating to Jukebox Radio and/or FM-103, Inc.'s failure or inability to broadcast advertising time, to include make goods for the broadcast of interrupted or omitted commercial announcements or programs, for the period from October 1994 to the present.

14. Identify all Jukebox Radio and/or FM-103, Inc. advertisers and their principal place (address) of business which purchased advertising or program time in excess of \$50 per month for the period from October 1994 to the present.

15. Identify all Jukebox Radio and/or FM-103, Inc. advertisers and their principal place (address) of business which purchased advertising or program time in excess of \$250 per month for the period from December 1992 to October 1994.