

RECEIVED

MAY - 3 2002

FEDERAL COMMUNICATIONS COMMISSION
OFFICE OF THE SECRETARY

May 3, 2002

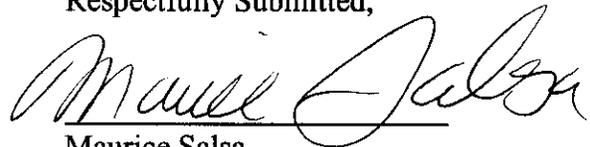
Mr. William F. Caton, Secretary
Federal Communications Commission
Portals II, TW-A325, 445 Twelfth Street, S.W.
Washington, D.C. 20554

Re: Petition for Rule Making/ Quanah, TX (00-148)
Reply to Statement of AM & PM Broadcasters, LLC

Dear Mr. Caton:

Enclosed is an original and four (4) copies of my "Reply to Statement of AM & PM Broadcasters, LLC" for Quanah, Texas.

Respectfully Submitted,



Maurice Salsa
5615 Evergreen Valley Drive
Kingwood, TX 77345
(281) 360-6932 Tele

No. of Copies rec'd
List ABCDE

014

Before the
Federal Communications Commission
Washington, D.C. 20554

RECEIVED

MAY - 3 2002

FEDERAL COMMUNICATIONS COMMISSION
OFFICE OF THE SECRETARY

In the Matter of)	
)	
Amendment of 73.202 (b))	MM Docket No. 00-148
Table of Allotments)	RM-9939
FM Broadcast Stations)	RM-10198
(Quanah, TX))	

To: John Karousos, Assistant Chief,
Audio Division of the Media Bureau

REPLY TO STATEMENT OF AM & PM BROADCASTERS, LLC

I, Maurice Salsa, hereby reply to the "Statement of AM & PM Broadcasters, LLC," an "interested party" to the above captioned proceeding, filed on April 26, 2002.

DISCUSSION

On April 26, 2002 AM & PM Broadcasters, LLC ("AM & PM"), an "interested party" to the captioned "Quanah" rulemaking proceeding, submitted a "Statement" in response to the "Request for Supplemental Information," issued by the FCC on January 18, 2002.

In AM & PM's Statement they make continued references to the "agreement" between AM & PM and the Joint Parties. This "agreement" is the document requested by the Commission in their January 18, 2002 "Request for Supplemental Information".¹ These numerous references are:

1) "AM & PM was contacted last year by the Joint Parties to the above captioned "Quanah, TX" rulemaking proceeding to discuss the Joint Parties' proposal that AM & PM enter into a **contingent agreement**, in which AM & PM would be willing to file a downgrade application for KICM (FM) in the future BUT ONLY if the FCC were to conclude, in a final order, that the public interest favors a grant of the Joint Parties' Counterproposal in the Quanah rulemaking proceeding."

¹ On January 18, 2002, the Commission released a Request for Supplemental Information requesting that the Joint Parties produce this agreement between AM & PM and the Joint Parties. On April 26, 2002, the Joint Parties filed a Response to Request for Supplemental Information in which they refused to produce the agreement.

2) “AM & PM executed a **limited, contingent agreement** with the Joint Parties. It agreed that, should the FCC promptly conclude in the Quanah rulemaking proceeding that the public interest best would be served by a grant of the Counterproposal, then and only at the future time would AM & PM be willing to submit an application to downgrade KICM (FM) to a Class C-2 facility to serve Krum, TX.”

3) “To ensure that this **contingent agreement** would not impede AM & PM’s ability to construct the Class C-1 facility to serve Krum if the FCC did not promptly grant the Joint Parties’ Counterproposal, AM & PM’s agreement with the Joint Parties expressly provides that it expires on June 30, 2002, more than a year prior to the expiration of AM & PM’s authority to construct the Class C-1 facility for KICM (FM).”

4) “AM & PM, the licensee of station KICM (FM) and the holder of a permit to upgrade KICM (FM) to a Class C-1 facility serving Krum, TX, respectfully submits that the Branch may not fully grasp the **limited nature of AM & PM’s agreement** in this case and, in any event, categorically denies that it has abandoned or “withdrawn its interest” in operating KICM as a Class C-1 facility.”

5) “AM & PM entered into only a **limited, contingent agreement** with the Joint Parties. AM & PM has neither withdrawn its interest in constructing a Class C-1 facility for KICM (FM) nor has it made an unconditional pledge to file, now or in the future, an application seeking to downgrade KICM (FM) to a Class C-2 facility. Rather, AM & PM merely has agreed that, should the FCC weigh all of the relevant factors and conclude that the public interest favors a grant of the Joint Parties’ Counterproposal in the Quanah rulemaking proceeding, then and only then would AM & PM be willing to file an application to downgrade KICM (FM) to a Class C-2 facility. Thus, AM & PM has not “withdrawn” its interest in constructing KICM (FM) as a Class C-1 facility but, rather is willing to take certain action in the future only on the contingent future condition that the FCC concludes that the public interest compels a grant of the Joint Parties’ counterproposal.”

6) “**AM & PM’s agreement with the Joint Parties is narrowly drafted** to ensure that AM & PM’s ability to construct its Class C-1 facility for KICM (FM) is not compromised by delays in the resolution of the Quanah rulemaking proceeding.”

7) “Rather, the **agreement pointedly limits AM & PM’s contingent future consent to a very narrow “window” of time** during which the Joint Parties could urge the FCC to act favorably on their Counterproposal. To ensure that this contingent agreement would not impede AM & PM’s ability to construct the Class C-1 facility to serve Krum, should the FCC not promptly grant the Joint Parties’ Counterproposal, AM & PM’s agreement with the Joint Parties’ Counterproposal, AM & PM’s agreement with the Joint Parties expressly provides that it expires on June 30, 2002, more than a year prior to the expiration of AM & PM’s authority to construct the Class C-1 facility for KICM (FM). Thus, not only is AM & PM’s agreement with the Joint Parties a contingent one, it is carefully restricted as to its potential efficacy.

AM & PM make extensive references to the “agreement” yet they do not produce it. AM & PM also make reference to wanting to provide a “full and complete record in this complex proceeding.”

If AM & PM is sincere in their statements of wanting to provide a full and complete record in this complex proceeding then they will provide what is obviously missing from their Statement and that is a copy of the often quoted but not produced “agreement”.

The information provided in this “Reply to Statement of AM & PM Broadcasters, LLC” is correct and true to the best of my knowledge.

Respectfully submitted



Maurice Salsa
5615 Evergreen Valley Drive
Kingwood, TX 77345
(281) 360-6932 Tele

May 3, 2002

CERFIFICATE OF SERVICE

I, Maurice Salsa, hereby certify that on this 3rd day of May, 2002, I caused copies of the foregoing "Reply to Statement of AM & PM Broadcasters, LLC" to be placed in the U.S. Postal Service, first class postage prepaid, addressed to the following persons:

John Karousos, Assistant Chief,
Audio Division of the Media Bureau
Federal Communications Commission
445 12th Street, S.W.
Washington, DC 20554

Robert L. Thompson, Esq.
Thiemann Aitken & Vohra, L.L.C.
908 King Street, Suite 300
Alexandria, VA 22314
(Counsel to AM & PM Broadcasters, LLC)

Gene A. Bechtel, Esquire
9312 Wooden Bridge Road
Potomac, Maryland 20854
(Counsel to Elgin FM Limited Partnership
and Charles Crawford)

Dan J. Alpert, Esquire
Law Office of Dan J. Alpert
2120 North 21st Street, Suite 400
Arlington, Virginia 22201
(Counsel to Fritz Broadcasting Co., Inc.)

Mark N. Lipp
J. Thomas Nolan
Shook Hardy & Bacon LLP
600 14th Street, NW, Suite 800
Washington, DC 20005
(Counsel for First Broadcasting Company
L.P. & Rawhide Radio L.L.C.)

Gregory L. Masters
Wiley Rein & Fielding
1776 K Street, NW
Washington, DC 20006
(Counsel for Capstar Tx L.P. &
Clear Channel Broadcast Licenses, Inc.)

Matthew L. Leibowitz
Joseph A. Belisle
Leibowitz & Associates, P.A.
One Southeast Third Avenue, Suite 1450
Miami, FL 33131-1715
(Counsel for Next Media Licensing, Inc.)

Jeffrey D. Southmayd, Esq.
Southmayd & Miller
1220 19th Street, NW, Suite 400
Washington, DC 20036
(Counsel to The Sister Sherry Lynn
Foundation, Inc.)



Maurice Salsa