

MAY 24 2002
FCC-MAILROOM

DOCKET FILE COPY ORIGINAL

May 23, 2002

Mr. William F. Caton, Secretary
Federal Communications Commission
445 12th Street, S.W.
Washington DC 20554

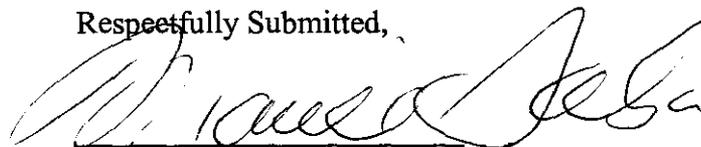
00-148

Re: Petition for Rule Making/ Quanah, TX (00-148)
Supplement to Comments of Maurice Salsa

Dear Mr. Caton:

Enclosed is an original and four (4) copies of my "Supplement to Comments of Maurice Salsa" for Quanah, Texas.

Respectfully Submitted,

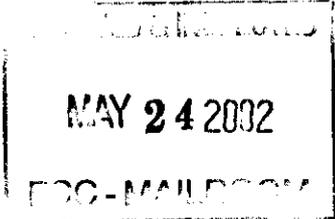


Maurice Salsa
5615 Evergreen Valley Drive
Kingwood, TX 77345
(281) 360-6932 Tele

Qua527

No. of Copies rec'd
List ABCDE

014



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

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

SUPPLEMENT TO COMMENTS OF MAURICE SALSA

I, Maurice Salsa, hereby submit these supplemental comments in the above-captioned proceeding.

DISCUSSION

On May 16, 2002, Elgin FM Limited Partnership and Charles Crawford filed their Comments on "Response to Request for Supplemental Information". In Elgin FM/ Crawford's Attachment A of those Comments, they provided evidence of the existence of an agreement between AM & PM and the Joint Parties relative to the Pauls Valley/ Healdton/ Purcell situation.

The details of this agreement were that on December 28, 1998, AM & PM entered into an agreement with the Joint Parties pursuant to which AM & PM agreed to relocate KGOK (FM)¹ from its then-still-proposed-but-not-yet-adopted community of Healdton to Purcell, Oklahoma, relocate that station's transmitter site, and downgrade the station's channel to Class A. In return, the Joint Parties agreed to pay AM & PM \$1,100,000 and possibly an additional "build out fee" of \$100,000. (see Attachment A)

¹ The call sign of KGOK (FM) has since been changed to KNOR (FM).

However, this new evidence seems to be contrary to what the Joint Parties said in their Counterproposal to Quanah. On page 17, #28 of the Counterproposal, the Joint Parties said,

“AM & PM Broadcasting, LLC (“AM & PM”), the licensee of KICM and KGOK, has provided a consent statement for the relocation of Station KGOK from Healdton to Purcell. See Exhibit 1. FBC [one of the Joint Parties] has entered into a reimbursement agreement with AM & PM for its **reasonable expenses** incurred in relocating Station KGOK. FBC hereby states that it **will reimburse AM & PM for its reasonable expenses.**” (see Attachment B)

According to the “Facility Change Agreement”, it appears as though the Joint Parties are clearly allocating \$100,000 for the “build out” of radio station KNOR (FM) to Purcell, Oklahoma and thus effectively qualifying as “reasonable expenses”, however the remaining \$1,100,000 remains unallocated with respect to “reasonable expenses”. In absence of any further explanation, it appears as though the Joint Parties are “compensating” AM & PM Broadcasting, LLC for a “facility change” in the amount of \$1,100,000, clearly this would not be a “reasonable expense”.

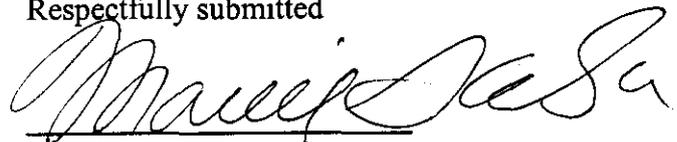
The FCC must require that both AM & PM and the Joint Parties provide an explanation of why the \$1,100,000 payment is not excessive and why it **should not** be considered as “withdrawing an expression of interest” when at the time of the agreement, they possessed only a “**construction permit**” to move KNOR (FM) from Pauls Valley, OK to Healdton, Oklahoma.

It is clear from past FCC policy, that licensees **may not** have pending applications and or construction permits and then enter into other agreements effectively “withdrawing an expression of interest”. The argument that the licensee is not prevented from a “build out” of a construction permit, does not change in any way the fact that the licensee has entered into an agreement that is in conflict with established FCC policy. See Sections 73.3518 and 73.352 which prohibit the filing of inconsistent or multiple applications.

The interpretation is simple, AM & PM entered into an agreement that withdrew their expression of interest in a construction permit for radio station KNOR (FM) in Healdton, Oklahoma in violation of established FCC policy for permittees. AM & PM also failed to notify the FCC of the existence of this agreement for obvious reasons. AM & PM and the Joint Parties must have been aware of all these facts.

The information provided in this "Supplement to Comments of Maurice Salsa" is correct and true to the best of my knowledge.

Respectfully submitted

A handwritten signature in black ink, appearing to read "Maurice Salsa", written over a horizontal line.

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

May 23, 2002

Attachment A

Schedule 3

Assumed Contracts and Conditions Thereof

1. Buyer shall assume the Facilities Change Agreement ("FCA"), dated as of December 23, 1998, between Seller and the "Joint Parties," who have filed a Counterproposal (RM-10198) in the Quanah, TX Rulemaking Proceeding (MM Docket No. 00-148). Should the FCC grant that Counterproposal in an order that has become "final," Buyer shall be obligated, pursuant to the FCA, to (a) relocate KNOR to a new transmitter site and change its community of license to Purcell, OK, (b) downgrade that facility to a "Class A" FM station and (c) divide equally with Seller the \$1.1 million dollar payment from the Joint Parties for such relocation (but Buyer would be entitled to

retain the entire \$100,000 "build out fee" payment from the Joint Parties).

2. Buyer shall assume the Facility Change Agreement ("FCA"), dated as of July 28, 1999, between Seller and North Texas Radio Group, L. P. ("NTRG"). Should the FCC grant the Counterproposal filed by NTRG on December 3, 2001 in the Crowell, TX Rulemaking Proceeding (MM Docket No. 01-293) in an order that has become "final," Buyer shall be obligated, pursuant to the FCA, to (a) relocate KACO to a new transmitter site and change its community of license to Apache, OK and (b) divide equally with Seller the \$500,000 payment from NTRG (but Buyer would be entitled to receive the transmitter, antenna, STL equipment, coaxial cable and transmitter building).

3. KACO Tower Lease

4. ABC Trade Contracts (2)

5. Studio Lease

6. Computer Lease

Attachment B

making is approved. The Ardmore/Healdton proposal will be discussed further herein. AM & PM Broadcasting, LLC ("AM & PM"), the licensee of KICM and KGOK, has provided a consent statement for the relocation of Station KGOK from Healdton to Purcell. See Exhibit 1. FBC has entered into a reimbursement agreement with AM & PM for the expenses incurred in relocating Station KGOK. FBC hereby states that it will reimburse AM & PM for its reasonable expenses.

29. Purcell is a community deserving of its own local radio station. Purcell is not located in an Urbanized Area nor will the proposed 70 dBu contour of the Class A station cover any part of an Urbanized Area. Thus a Tuck showing is not necessary.

30. Purcell, Oklahoma fully satisfies the FCC definition of "community" for allotment purposes. The town had 4784 residents as of the 1990 Census. It is governed by its own elected mayor, vice-mayor, four city council members, and a city manager. Purcell provides its own fire and police protection, and there are a number of other branches that provide various services, including the city's Child Welfare, Conservation, Human Services, and Transportation Departments. Residents can obtain local news from the weekly *Purcell Register*, as well as from the Internet on Web sites sponsored by the City, the Purcell Chamber of Commerce, and Main Street Purcell, Inc. a local, non-profit organization whose mission is "to revitalize downtown Purcell and help restore community pride." See Exhibit 3. The city's students attend Purcell Public Schools, which operates an elementary school for grades K-5, two middle schools for grades 6-7 and 8-9, and a high school for grades 10-12. The City has its own library, and zip code (73080). Residents can obtain medical care from any of several doctors who practice in the area, as well as either of the two hospitals that are located in the city. Purcell has its own municipal airport.

31. There are number of small businesses and organizations located in Purcell, including several that identify with the city by including "Purcell" in their names, including: Purcell

CERTIFICATE OF SERVICE

I, Maurice Salsa, hereby certify that on this 23rd day of May, 2002, I caused copies of the foregoing "Supplement to Comments of Maurice Salsa" 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