

Request for Waivers

Pursuant to the instant application, WGAL Hearst Television Inc. (“Hearst”), licensee of WGAL(DT), Lancaster, PA, proposes to increase WGAL’s maximum effective radiated power (“ERP”) to 32.2 kW ERP (“WGAL’s Proposed Operation”), and in connection therewith, Hearst respectfully requests waivers of Section 73.616(e) of the Commission’s Rules to permit predicted interference in excess of the Commission’s 0.5 percent new interference limit and Section 73.622(f) to permit an ERP in excess of the power limit for WGAL’s height above average terrain (“HAAT”) of 419 meters.

Background

WGAL is currently authorized on Channel 8 under program test authority to operate with 14.1 kW ERP pursuant to its construction permit in FCC File Number BPCDT-20090710AKB and pending license application in FCC File Number BLCDT-20090804ABL. Prior to its current operation, WGAL commenced its post-transition digital operation with 7.5 kW ERP and subsequently increased to 8.1 kW ERP pursuant to FCC File Number BMPCDT-20090608AAQ.

Hearst desires to further increase WGAL’s ERP to 32.2 kW because of post-transition viewer reception problems experienced immediately after the digital transition on June 12, 2009, and which continue to persist.

After WGAL commenced its post-transition 7.5 kW ERP DTV facility, and shortly thereafter, its 8.1 kW facility, Hearst received numerous complaints of poor or no reception from viewers. Hearst confirmed the WGAL viewer reception issues with multiple field tests, including one test on June 29, 2009, in coordination with the FCC’s field office at a cable headend in Walnut Bottom, PA.

In most cases, the affected viewers (and headends) previously had no problems receiving the station’s analog Channel 8 operation (110 kW) or the station’s pre-transition digital Channel 58 operation (907 kW). In fact, prior to the DTV transition, and pursuant to Special Temporary Authority in FCC File Number BDSTA-20090512ABA, Hearst conducted a pre-transition testing program of WGAL’s post-transition Channel 8 facility and concluded, on an anecdotal basis, that over 20 percent of the test participants who could receive WGAL’s analog Channel 8 facility before the digital transition were unable to receive WGAL’s post-transition digital Channel 8 facility.

As the Commission is aware, high-band VHF digital reception issues like those WGAL is facing have been experienced by many stations across the country, particularly in the northeast, and power increases have been helpful in mitigating such problems. As noted in the Engineering Exhibit accompanying the instant application, the Commission’s digital power levels are too low for adequate replication of former analog facilities. This is primarily because of the ineffectiveness of many indoor antennas and “noise” from consumer electronics devices.

WGAL's most recent "maximized" power increase to 14.1 kW ERP has helped some, but WGAL's viewers continue to experience reception problems. Hearst projects that a power increase to 32.2 kW ERP will significantly help improve reception for WGAL's viewers.

As explained in Hearst's Engineering Exhibit accompanying the instant application, WGAL's Proposed Operation is predicted to cause interference in excess of the 0.5 percent limit in Section 73.616(e) of the Commission's Rules with respect to WNJB(DT), New Brunswick, NJ.¹ In addition, WGAL's Proposed Operation exceeds the maximum ERP and HAAT combination for WGAL in Section 73.622(f).

To the extent necessary, waivers of Section 73.616(e) and Section 73.622(f) are requested below.

Request for Waivers

In accordance with Section 1.3 of the Commission's Rules, "[a] waiver is appropriate when special circumstances warrant a deviation from the general rule and such deviation will serve the public interest." *Northwest Cellular Telephone Co. v. FCC*, 897 F.2d 1164, 1166 (D.C. Cir. 1990). Hearst submits that such special circumstances are present here.

The instant application is being filed in connection with a similar power increase for WNJB, which is predicted to receive interference in excess of the 0.5 percent limit from WGAL's Proposed Operation. WNJB's application is also being filed in connection with a power increase for WABC-TV, New York, New York.

Hearst, WNJB, and WABC-TV have entered into an Interference Acceptance Agreement in an effort to facilitate mutual power increases. As with WGAL, both WNJB and WABC-TV operate on high-band VHF digital channels and are seeking relief to viewer reception problems attributable to their low post-transition power. A copy of the Interference Acceptance Agreement is attached hereto.

¹ The Engineering Exhibit notes that WGAL's Proposed Operation is also predicted to cause interference in excess of the 0.5 percent limit to the Appendix B facility for WWCP-TV, Johnstown, PA. However, WWCP-TV has not constructed its Appendix B facility. Rather, WWCP-TV constructed a different post-transition facility pursuant to FCC File Number BMPCDT-20080620AIX for which a license application is pending in FCC File Number BLCDDT-20090413AEM and to which WGAL's Proposed Operation is not predicted to cause impermissible interference (only 0.10 percent new interference is predicted). Since WWCP-TV has constructed its post-transition facility, pursuant to the Commission's *Third Periodic Review of the Commission's Rules and Policies Affecting the Conversion to Digital Television*, Report and Order, FCC 07-228 (2007), ¶162, it should no longer be necessary to protect WWCP-TV's Appendix B facility, and thus, a waiver of Section 73.616(e) with respect to WWCP-TV should not be necessary.

To the extent possible, it is requested that the Commission act on WGAL's, WNJB's and WABC-TV's power increase applications simultaneously. However, the instant application is not contingent on the grant of either WNJB's application or WABC-TV's application.

Pursuant to the Interference Acceptance Agreement, and with respect to WGAL's Proposed Operation, WNJB has agreed to accept 4.3 percent additional interference to WNJB's facility in FCC File Number BMPEDT-20090729ACO, 3.3 percent additional interference to WNJB's Appendix B facility, 4.4 percent additional interference to WNJB's proposed 21.72 kW ERP facility, and 4.7 percent additional interference to WNJB's proposed 40.82 kW ERP facility. Similarly, WGAL has agreed to accept interference from WNJB's proposed power increases.

Accordingly, while WGAL's Proposed Operation does not comply with Section 73.616(e) with respect to WNJB, WNJB has consented to the additional interference. And furthermore, as discussed in the Engineering Exhibit, because both WGAL and WNJB are both proposing to increase power by the same amount, there would actually be no new interference to either station and thus the mutual proposals would not be contrary to the public interest.

While WGAL's proposed power increase would exceed the maximum power permitted under Section 73.622(f), the power increase is not intended to expand WGAL's coverage area. Rather, the purpose of WGAL's Proposed Operation is to restore service losses to WGAL's viewers who previously were able to receive WGAL's higher power Channel 8 analog signal but cannot receive WGAL's post-transition digital signal despite being located in WGAL's digital service area.

As discussed earlier and in the Engineering Exhibit, WGAL's service losses are principally due to WGAL's low power high-band VHF Channel 8 authorization (compared to its prior Channel 8 analog power of 110 kW), the widespread use by viewers of poor indoor antennas, and high levels of consumer electronic "noise." Due to such factors, application of Section 73.622(f) to WGAL's Proposed Operation would actually contravene the public interest by precluding Hearst from serving WGAL's former analog viewers.

Hearst has worked diligently towards identifying possible solutions to help restore service to its affected viewers. After an exhaustive channel study, given the frequency congestion in the Lancaster market, Hearst has concluded that there is no available in-core full-power UHF channel to which WGAL could consider moving. WGAL has applied for several digital low power television translator stations which are projected to help in certain areas.² And, despite WGAL's power increase to 14.1, WGAL continues to experience viewer reception problems. Hearst projects that a further increase to 32.2 kW, as proposed in the instant application, will go a long way towards restoring service to WGAL's viewers.

² See FCC File Numbers BDRTCDT-20090824ADX, BDRTCDT-20090824ADT, BDRTCDT-20090824ADR, BDRTCDT-20090824ADP, BDRTCDT-20090824ADN, and BDRTCDT-20090824ADL.

Hearst respectfully submits that the instant request satisfies the Commission's waiver standard. WGAL's high-band VHF digital reception issues, the need to restore service to WGAL's former analog viewers who can not receive WGAL's post-transition digital service, and the consent of WNJB, the only potentially affected station, to WGAL's Proposed Operation are special circumstances that warrant deviation from Section 73.616(e) and Section 73.622(f), and such deviations will serve the public interest by improved television service to the public.

For the foregoing reasons, Hearst respectfully requests that the Commission waive Sections 73.616(e) and 73.622(f) and grant the instant application.

* * * * *

INTERFERENCE ACCEPTANCE AGREEMENT

This Interference Acceptance Agreement ("Agreement") is entered into as of January 5, 2010 (the "Effective Date") by and among American Broadcasting Companies, Inc. ("ABC"), New Jersey Public Broadcasting Authority ("NJPBA"), and WGAL Hearst Television Inc. ("Hearst").

1. **WABC Digital Operations.** ABC, the licensee of full-power commercial digital television station WABC-TV, New York, New York (FCC Facility ID No. 1328) ("WABC"), is authorized to operate on channel 7. Upon receipt of the requisite Federal Communications Commission ("FCC") consent, ABC proposes to increase the effective radiated power ("ERP") for WABC to 27 kilowatts ("kW") with its existing antenna at 405 meters height above average terrain ("HAAT") ("WABC Digital Facility"). On an interim basis, upon receipt of the necessary FCC consent, ABC proposes to increase WABC's power to 17.0 kW ERP with its existing antenna at 405 meters HAAT ("Interim WABC Facility"). If ABC is able to obtain all necessary consents from affected television stations, upon receipt of the necessary FCC consent, ABC intends to further increase WABC's ERP to 34.0 kW with its existing antenna at an HAAT of 405 meters ("Future WABC Digital Facility" and, collectively with the WABC Digital Facility and the Interim WABC Facility, the "WABC Channel 7 Facilities").
2. **WNJB Digital Operations.** NJPBA, the licensee of full-power non-commercial digital television station WNJB(DT), New Brunswick, New Jersey (FCC Facility ID No. 48457) ("WNJB"), is authorized to operate on channel 8, and has an outstanding construction permit to operate WNJB on channel 8 with 17.9 kW ERP with its existing antenna at 215 meters HAAT (File No. BMPEDT-20090729ACO) ("WNJB Construction Permit").¹ On an interim basis, upon receipt of the necessary FCC consent, NJPBA proposes to increase WNJB's power to 21.72 kW ERP with its existing antenna at 215 meters HAAT ("Interim WNJB Facility"). On a permanent basis, upon receipt of the necessary FCC consent, NJPBA proposes to increase WNJB's power to 40.82 kW ERP with its existing antenna at 215 meters HAAT ("Permanent WNJB Facility" and, collectively with the WNJB Construction Permit, the Interim WNJB Facility and the WNJB Appendix B Facility, the "WNJB Channel 8 Facilities").
3. **WGAL Digital Operation.** Hearst, the licensee of full-power commercial digital television station WGAL(DT), Lancaster, Pennsylvania (FCC Facility ID No. 53930) ("WGAL"), is authorized to operate on channel 8 with 14.1 kW ERP with its existing antenna at 419 meters HAAT (File No. BLCDT-20090804ABL) ("Interim WGAL Facility"). The FCC's Appendix B specifies operation for WGAL at 5.4 kW ERP with a HAAT of 415 meters with FCC Antenna ID 84829 ("WGAL Appendix B Facility"). On a permanent basis, upon receipt of the necessary FCC consent, Hearst proposes to increase WGAL's power to 32.2 kW ERP

¹ Appendix B (*Memorandum Opinion and Order on Reconsideration of the Seventh Report and Order and Eighth Report and Order*, MB Docket 87-268, FCC 08-72, released March 6, 2008) authorizes WNJB to operate with 20.2 kW of ERP with an antenna specified in Appendix B at a HAAT of 212 meters ("WNJB Appendix B Facility").

with its existing antenna at 419 meters HAAT ("WGAL Digital Facility" and, collectively with the Interim WGAL Facility and the WGAL Appendix B Facility, the "WGAL Channel 8 Facilities").

4. **WABC-WNJB Interference and Agreements.**

(a) Using Appendix B facilities as the baseline for calculation, the parties have calculated the additional interference to the WNJB Channel 8 Facilities from the WABC Channel 7 Facilities as specified and described in (i) – (iii) below:

(i) The Interim WABC Facility will result in additional interference of 12.4%, 12.2%, 9.9%, and 10.45% to the total population served by the WNJB Construction Permit, the WNJB Appendix B Facility, the Interim WNJB Facility, and the Permanent WNJB Facility, respectively. ABC seeks NJPBA's agreement to accept the additional interference resulting from the Interim WABC Facility to the WNJB Channel 8 Facilities as specified in this Paragraph 4(a)(i). NJPBA hereby acknowledges and agrees to accept the additional interference resulting from the Interim WABC Facility to the WNJB Channel 8 Facilities as specified in this Paragraph 4(a)(i).

(ii) The WABC Digital Facility will result in additional interference of 21.2%, 20.1%, 19.41%, and 12.5% to the total population served by the WNJB Construction Permit, the WNJB Appendix B Facility, the Interim WNJB Facility, and the Permanent WNJB Facility, respectively. ABC seeks NJPBA's agreement to accept the additional interference resulting from the WABC Digital Facility to the WNJB Channel 8 Facilities as specified in this Paragraph 4(a)(ii). NJPBA hereby acknowledges and agrees to accept the additional interference resulting from the WABC Digital Facility to the WNJB Channel 8 Facilities as specified in this Paragraph 4(a)(ii).

(iii) The Future WABC Digital Facility will result in additional interference of 23.9%, 22.5%, 21.1%, and 15.6% to the total population served by the WNJB Construction Permit, the WNJB Appendix B Facility, the Interim WNJB Facility and the Permanent WNJB Facility, respectively. ABC seeks NJPBA's agreement to accept the additional interference resulting from the Future WABC Digital Facility to the WNJB Channel 8 Facilities as specified in this Paragraph 4(a)(iii). NJPBA hereby acknowledges and agrees to accept the additional interference resulting from the Future WABC Digital Facility to the WNJB Channel 8 Facilities as specified in this Paragraph 4(a)(iii).

(b) Using Appendix B facilities as the baseline for calculation, the parties have calculated the additional interference to the WABC Channel 7 Facilities from the WNJB Channel 8 Facilities as specified and described in (i) – (iii) below:

(i) The WNJB Construction Permit will result in additional interference of -0.0964%, -0.0295%, and -0.0670% to the total population served by the Interim WABC Facility, the WABC Digital Facility, and the Future WABC Digital Facility, respectively. NJPBA seeks ABC's agreement to accept the additional interference resulting from the WNJB Construction Permit to the WABC Channel 7 Facilities as specified in this

Paragraph 4(b)(i). ABC hereby acknowledges and agrees to accept the additional interference resulting from the WNJB Construction Permit to the WABC Channel 7 Facilities as specified in this Paragraph 4(b)(i).

(ii) The Interim WNJB Facility will result in additional interference of -0.0069%, -0.0033%, and -0.0109% to the total population served by the Interim WABC Facility, the WABC Digital Facility, and the Future WABC Digital Facility, respectively. NJPBA seeks ABC's agreement to accept the additional interference resulting from the Interim WNJB Facility to the WABC Channel 7 Facilities as specified in this Paragraph 4(b)(iii). ABC hereby acknowledges and agrees to accept the additional interference resulting from the Interim WNJB Facility to the WABC Channel 7 Facilities as specified in this Paragraph 4(b)(ii).

(iii) The Permanent WNJB Facility will result in additional interference of 0.1947%, 0.1890%, and 0.1610% to the total population served by Interim WABC Facility, the WABC Digital Facility, and the Future WABC Digital Facility, respectively. NJPBA seeks ABC's agreement to accept the additional interference resulting from the Permanent WNJB Facility to the WABC Channel 7 Facilities as specified in this Paragraph 4(b)(iii). ABC hereby acknowledges and agrees to accept the additional interference resulting from the Permanent WNJB Facility to the WABC Channel 7 Facilities as specified in this Paragraph 4(b)(iii).

5. **WNJB-WGAL Interference and Agreements.** Using Appendix B facilities as the baseline for calculation, the parties have calculated the additional interference between the WNJB Channel 8 Facilities and the WGAL Channel 8 Facilities as specified and described in (a) – (b) hereof.

(a) The Permanent WNJB Facility will result in additional interference of 2.3%, 1.8%, and 1.8% to the total population served by the WGAL Appendix B Facility, the Interim WGAL Facility and the WGAL Digital Facility, respectively. NJPBA seeks Hearst's agreement to accept the additional interference resulting from the Permanent WNJB Facility to the WGAL Channel 8 Facilities as set forth in this Paragraph 5(a). Hearst hereby acknowledges and agrees to accept the additional interference resulting from the Permanent WNJB Facility to the WGAL Channel 8 Facilities as set forth in this Paragraph 5(a).

(b) The WGAL Digital Facility will result in additional interference of 4.3%, 3.3%, 4.4%, and 4.7% to the WNJB Construction Permit, the WNJB Appendix B Facility, the Interim WNJB Facility, and the Permanent WNJB Facility, respectively. Hearst seeks NJPBA's agreement to accept the additional interference resulting from the WGAL Digital Facility to the WNJB Channel 8 Facilities as set forth in this paragraph 5(b). NJPBA hereby acknowledges and agrees to accept the additional interference resulting from the WGAL Digital Facility to the WNJB Channel 8 Facilities as set forth in this paragraph 5(b).

(c) The Interim WNJB Facility will result in additional interference of 0.61 % to the total population served by the Interim WGAL Facility. NJPBA seeks Hearst's agreement to accept the additional interference resulting from the Interim WNJB Facility to the Interim

WGAL Channel Facility as set forth in this Paragraph 5(c). Hearst hereby acknowledges and agrees to accept the additional interference resulting from the Interim WNJB Facility to the Interim WGAL Facility as set forth in this Paragraph 5(c).

6. **FCC Applications.**

- (a) ABC currently has applications pending before the Federal Communications Commission ("FCC") for a construction permit (File No. BPCDT-20090626ABL) and an experimental authorization for the WABC Digital Facility. To effectuate the terms and provisions of this Agreement, ABC will amend the applications described in the preceding sentence as necessary and/or prepare and file with the FCC any other application(s) necessary to obtain necessary FCC authority for operation of the WABC Digital Facility and the Interim WABC Facility (collectively, the "WABC FCC Applications"). ABC shall include in the WABC FCC Applications a copy of this Agreement. If ABC is able to obtain all necessary consents from affected television stations to operate the Future WABC Digital Facility, at any time thereafter, ABC may file with the FCC an application(s) seeking the necessary authority for operation of the Future WABC Digital Facility and will include in such application a copy of this Agreement to the extent necessary.
- (b) To effectuate the terms and provisions of this Agreement, NJPBA will prepare and file with the FCC an application(s) seeking the necessary authority for operation of the Interim WNJB Facility and the Permanent WNJB Facility (collectively, the "WNJB FCC Applications"). NJPBA shall include in the WNJB FCC Applications copies of this Agreement and the agreements described in paragraph 6(e) hereof.
- (c) To effectuate the terms and provisions of this Agreement, Hearst will prepare and file with the FCC an application(s) seeking the necessary authority for operation of the WGAL Digital Facility (collectively, the "WGAL FCC Application" and, together with the WABC FCC Applications and the WNJB FCC Applications, the "FCC Applications"). Hearst shall include in the WGAL FCC Applications a copy of this Agreement.
- (d) ABC, NJPBA, and Hearst shall include in the FCC Applications a request for the FCC to act on the FCC Applications simultaneously, and shall file the FCC Applications simultaneously as soon as practicable and in no event later than five business days after the Effective Date of this Agreement. ABC, NJPBA, and Hearst shall use commercially reasonable efforts to obtain FCC consent to the FCC Applications as promptly as possible after the filing thereof. Notwithstanding any provision to the contrary, unless otherwise required by the FCC, the grant of authority for the WABC Interim Facility shall be contingent upon the grant of authority for the WNJB Interim Facility and the grant of authority for the WNJB Interim Facility shall be contingent upon the grant of authority for the WABC Interim Facility, the grant of authority for the WABC Digital Facility shall be contingent on the grant of authority for the Permanent WNJB Facility and grant of authority for the Permanent WNJB Facility shall be contingent on the grant of authority for the WABC Digital Facility, but the grants of authority for the WABC Interim Facility and the WNJB Interim Facility shall not be contingent on the grants of authority for the WABC Digital Facility and the Permanent WNJB Facility; and the grant of the WGAL

FCC Application shall not be contingent upon the grant of the other FCC Applications and Hearst may prosecute the WGAL Application independently of the other FCC Applications.

- (e) In order to facilitate the grant of the FCC Applications and, as one of the conditions for WABC's payment to WNJB of the Reimbursed Expenses (as defined below), NJPBA agrees that, no later than five business days after the Effective Date of this Agreement, it shall enter into a written agreement with Sonshine Family Television, Inc. ("Sonshine"), the licensee of commercial digital television station WBPH-TV, Bethlehem, Pennsylvania ("WBPH"), pursuant to which Sonshine acknowledges and agrees to accept the additional interference from the WNJB Channel 8 Facilities to WBPH's licensed digital facilities (FCC File No. BLCDDT-20060609AAH). The agreement described in this Section 6(e) shall be in a form acceptable to the FCC.
- (f) Each party represents and warrants that, to its knowledge, none of the facilities proposed herein will create additional predicted interference greater than 0.5% to the total population served by any television station other than WBPH, WNJB and WGAL.
- (g) The parties agree to enter into written interference agreements that may be required by the FCC as a condition to grant of any of the FCC Applications provided that such agreements are consistent with this Agreement. Such written interference agreements shall be entered into as promptly as practicable following a request by the FCC for such interference agreement.

7. Operation of Digital Facilities.

- (a) ABC may commence operations of the Interim WABC Facility immediately upon or at any time after the FCC grants its initial consent to ABC's application to operate such Interim WABC Facility, provided that at the time WABC initiates operations of the Interim WABC Facility, the FCC has granted its initial consent to NJPBA's application to operate the Interim WNJB Facility. NJPBA may commence operations of the Interim WNJB Facility immediately upon or at any time after the FCC grants its initial consent to NJPBA's application to operate such Interim WNJB Facility, provided that at the time NJPBA initiates operations of the Interim WNJB Facility, the FCC has granted its initial consent to ABC's application to operate the Interim WABC Facility.
- (b) ABC, NJPBA and Hearst shall, to the extent reasonably practical, simultaneously commence operation of the WABC Digital Facility, the Permanent WNJB Facility, and the WGAL Digital Facility, respectively, as soon as practicable after the date on which the FCC grants its initial consent to the parties' respective applications for the aforementioned digital facilities. Notwithstanding the foregoing, regardless of the status of construction or operation of the Permanent WNJB Facility or the WGAL Digital Facility, ABC shall be permitted to commence commercial operation of the WABC Digital Facility no later than February 1, 2010 (or immediately upon or at any time after the FCC grants its initial consent to ABC's application to operate the WABC Digital Facility if such grant occurs after February 1, 2010), and regardless of the status of construction or operation of the Permanent WNJB Facility or the WABC Digital Facility,

Hearst shall be permitted to commence commercial operation of the WGAL Digital Facility no later than February 1, 2010 (or immediately upon or at any time after the FCC grants its initial consent to Hearst's application to operate the WGAL Digital Facility if such grant occurs after February 1, 2010).

- (c) ABC may commence operation of the Future WABC Digital Facility immediately upon or at any time after the FCC grants its initial consent to ABC's application to operate the Future WABC Digital Facility.

8. **Consideration.**

- (a) In consideration for NJPBA's agreement to accept interference resulting from the WABC Channel 7 Facilities and the WGAL Digital Facility to the WNJB Channel 8 Facilities as described and specified in this Agreement, ABC agrees to reimburse NJPBA for (i) the cost of the equipment that is required to complete construction of the Permanent WNJB Facility, (ii) the reasonable and documented legal, engineering and other expenses incurred by NJPBA to complete construction of the Permanent WNJB Facility, and (iii) all related reasonable and documented operating expenses (collectively, the "Reimbursed Expenses"). The Reimbursed Expenses are set forth on Schedule I hereto.
- (b) ABC agrees to pay NJPBA (i) \$156,732 of the Reimbursed Expenses no later than the fifth (5th) business day after the FCC grants its initial consent to ABC's application for the Interim WABC Facility and (ii) the balance of Reimbursed Expenses no later than the fifth (5th) business day after the date that the FCC grants its consent to ABC's application for the WABC Digital Facility. NJPBA shall refund any unused and unencumbered monies paid to it by ABC pursuant to the foregoing sentence if WNJB does not commence operation of the Permanent WNJB Facility within three years of the date on which the FCC grants NJPBA's application for the Permanent WNJB Facility.
- (c) As further consideration for the agreements set forth herein, (i) NJPBA agrees to withdraw its informal objection to ABC's pending application for the WABC Digital Facility ("NJPBA Contingent Withdrawal Request") and (ii) ABC agrees to withdraw its Petition for Reconsideration of the grant of the construction permit for the WNJB Construction Permit ("ABC Contingent Withdrawal Request"). The NJPBA Contingent Withdrawal Request shall be contingent upon, and concurrent with, FCC initial grant of NJPBA's application for the Permanent WNJB Facility. The ABC Contingent Withdrawal Request shall be contingent upon, and concurrent with, FCC initial grant of ABC's application for the WABC Digital Facility. NJPBA and ABC shall file with the FCC NJPBA Contingent Withdrawal Request and the ABC Contingent Withdrawal Request, respectively concurrently with the filing of the NJPBA Applications and the WABC Applications, respectively.
- (d) As further consideration for the agreements set forth herein, each party agrees to take all actions necessary to effectuate the terms and provisions of this Agreement, and not to take any action inconsistent with the terms and provisions of this Agreement. If any party breaches this Section 8(d), it shall pay the reasonable and documented legal expenses

incurred by the other parties to enforce this subsection, provided such other parties are not in breach of this Agreement.

9. **Miscellaneous.** Except for the agreements set forth in Paragraphs 4, 5, 6, 7 and 8, and Hearst's agreement to reimburse ABC for a portion of the Reimbursed Expenses, no consideration is being paid or promised by any of the parties in connection with this Agreement. No amendment or waiver of compliance with any provision hereof shall be effective unless in a writing signed by the party against whom enforcement is sought. This Agreement shall be governed by the laws of the State of New Jersey without giving effect to the choice of law provisions thereof. Notwithstanding any provision to the contrary, it is understood that the acceptance of interference levels agreed to herein shall continue to run with the station, not the licensee, and shall be binding on future successors or assigns (without the need for consent) in the event of an assignment of a station's license or a change in control of a licensee. This Agreement constitutes the entire agreement and understanding of the parties hereto and supersedes all prior agreements and understandings with respect to the subject matter hereof. Nothing in this Agreement expressed or implied is intended or shall be construed to give any rights to any person or entity other than the parties hereto and their respective successors and permitted assigns. This Agreement may be executed in one or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

[signature page follows]

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective as of the date first above written.

AMERICAN BROADCASTING COMPANIES, INC.

By: [Signature]
Title: VICE PRESIDENT, GOVERNMENT RELATIONS
THE WALT DISNEY COMPANY

WGAL HEARST TELEVISION INC.

By: _____
Title: _____

NEW JERSEY PUBLIC BROADCASTING AUTHORITY

By: _____
Title: _____

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective as of the date first above written.

AMERICAN BROADCASTING COMPANIES, INC.

By: _____
Title: _____

WGAL HEARST TELEVISION INC.

By: *Ray H. Ladd*
Title: Assistant Secretary

NEW JERSEY PUBLIC BROADCASTING AUTHORITY

By: _____
Title: _____

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective as of the date first above written.

AMERICAN BROADCASTING COMPANIES, INC.

By: _____
Title: _____

WGAL HEARST TELEVISION INC.

By: _____
Title: _____

NEW JERSEY PUBLIC BROADCASTING AUTHORITY

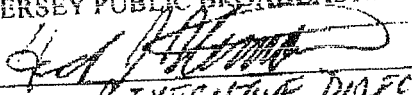
By: 
Title: EXECUTIVE DIRECTOR

Exhibit 1

Professional Services			\$	22,433.84
Meintel, Sgrignoli, & Wallace			\$	8,500.00
Schwartz, Woods & Miller (10hrs)			\$	10,933.84
DAG Kevin Mistry (20hrs)			\$	3,000.00
NJN Engineering			\$	5,189.64
	Williams	65 hrs	\$	2,523.95
	Dorsey	2.5	\$	102.33
	Wortmann	15		\$780.40
	Chianese	7	\$	282.38
	Campbell	7	\$	282.38
Overtime, Chianese & Campbell	60.51/hr	20	\$	1,210.20
NJN Administration			\$	2,377.32
	Pennell	6	\$	229.20
	Braun	0.5	\$	27.30
	Jones	5	\$	286.05
	Selinger	12	\$	768.72
	Blumentha	15	\$	1,066.05
Professional Services Subtotal			\$	30,000.80
Equipment Costs				
TDV2 5K00 LV Upgrade to 5kW				\$144,479.00
Includes:	8 way FICS combiner			
	Network load bank			
	Power Amplifiers & Power Supplies			
	Power Amplifier (PA)			
	Power Supply Unit (PSU)			
	Color display			
	Documentation including:			
	Electrical & mechanical upgrade files			
	Upgrade & User manual documentation			
	Shipping of above components to WNJB			
	1-Spare PA 1- Spare PS			
Equipment Costs Subtotal				\$144,479.00
Installation and Proof of Performance			\$	12,283.00
Includes:	Replace PA's			
	Replace PSUs			
	Replace RF PA combiner			
	Modify RF PA combiner support in the cabinet			
	Update the CPU TH 340 software			
	Update the internal cabinet Mains distribution			
Installation Subtotal			\$	12,283.00
Current WNJB Transmitter Power Cost Calculations				
Phase A	331.2138	Kw Hrs		
Phase B	311.2612	Kw Hrs		
Phase C	375.1096	Kw Hrs		
	<u>\$ 976.88</u>	/ Month		
Monthly utility charge expected to be double current rate of \$977/ month				
Additional monthly utility charges for 10yrs @ \$11,722.56/yr \$ 117,225.75				
Utility Costs Subtotal			\$	117,225.75
Total Project Costs				\$303,988.55
	Contingency		\$	14,324.43
Grand Total				\$318,312.98