

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

In the Matter of	)	
	)	Facility I.D. No. 77515
Channel 61 Associates, LLC	)	File No.: BRC DT – 20150202ABE
Licensee of Station WNMN(TV)	)	Acct. No.: 201541420029
Saranac Lake, New York	)	FRN: 0010998227
	)	
	)	

**ORDER**

**Adopted: November 4, 2015**

**Released: November 4, 2015**

By the Chief, Media Bureau:

1. In this Order, we adopt the attached Consent Decree entered into between the Media Bureau (the “Bureau”) of the Federal Communications Commission (the “Commission”) and Channel 61 Associates, LLC (the “Licensee”), licensee of Station WNMN(TV), Saranac Lake, New York (the “Station”). Currently pending before the Commission is an application for renewal of the Station’s license (FCC Form 303-S)<sup>1</sup> and an application for consent to assign (FCC Form 314) the license of the Station to Cross Hill Communications, LLC.<sup>2</sup> Upon review, the Video Division discovered numerous violations of Commission Rules, including Sections 73.3526(b), 73.3526(e)(11)(i), 73.3526(e)(11)(iii) and 73.1350(a).<sup>3</sup>

2. The Bureau and the Licensee have negotiated the terms of the Consent Decree that terminates the above-referenced matter. After reviewing the terms of the Consent Decree and evaluating the facts before us, we find that the public interest would be served by adopting the Consent Decree. A copy of the Consent Decree is attached and incorporated by reference.

3. In the absence of new material evidence relating to this matter, we conclude that the matters referenced above raise no substantial or material questions of fact as to whether the Licensee possesses the basic qualifications to hold a Commission license and that grant of the above-captioned pending license renewal application is consistent with Section 309(k) of the Communications of 1934, as amended (the “Act”).<sup>4</sup>

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<sup>1</sup> File No. BRC DT-20150202ABE.

<sup>2</sup> File No. BALCDT-20131115BDM.

<sup>3</sup> 47 C.F.R. §§ 73.3526(b), 73.3526(e)(11)(i), 73.3526(e)(11)(iii) and 73.1350(a). During the current license period, the Licensee failed during some periods of time to timely place issues and programs lists into its public file and to timely upload elements of station’s public files to the online Commission hosted website, failed to timely file children television programming reports, and to construct at an authorized location.

<sup>4</sup> Section 309(k)(1) of the Act states that the Commission shall grant a license renewal application “if it finds, with respect to that station, during the preceding term of its license—(a) the station has served the public interest, convenience, and necessity; (b) there have been no serious violations by the licensee of the Act or Commission rules and regulations; and (c) there have been no other violations by the licensee of the Act or Commission rules or

(continued...)

4. Accordingly, **IT IS ORDERED** that, pursuant to Sections 4(i), 4(j), and 503(b) of the Communications Act of 1934, as amended,<sup>5</sup> and Sections 0.111 and 0.311 of the Commission's Rules,<sup>6</sup> the Consent Decree attached to this Order **IS ADOPTED**.

5. **IT IS FURTHER ORDERED** that, pursuant to Section 309(k) of the Communications Act of 1934,<sup>7</sup> the application to renew the broadcast license of WNMN(TV), Saranac Lake, New York, File No. BRCDT-20150202ABE, **IS GRANTED** for a full license term.

6. **IT IS FURTHER ORDERED** that a copy of this Order and Consent Decree shall be sent by both First Class mail and Certified Mail, Return Receipt Requested, to Licensee's counsel, Aaron P. Shainis, Esq., Shainis & Peltzman, Chartered, 1850 M Street, NW, Suite 240, Washington, DC 20036.

FEDERAL COMMUNICATIONS COMMISSION

William T. Lake  
Chief, Media Bureau

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regulations which, taken together, would constitute a pattern of abuse.” 47 U.S.C. § 309(k)(1). Section 309(k) of the Act states, however, that if the licensee fails to meet this three part standard, the Commission may deny the application—after notice and comment, and opportunity for hearing under Section 309(e) of the Act—“or grant the application on terms and conditions as are appropriate....” 47 U.S.C. §§ 309(k)(2) and 309(k)(3).

<sup>5</sup> 47 U.S.C. §§ 154(i), 154(j), 503(b).

<sup>6</sup> 47 C.F.R. §§ 0.111, 0.311.

<sup>7</sup> 47 C.F.R. § 309(k).

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Channel 61 Associates, LLC	)	File No.: BRCDT – 20150202ABE
Licensee of Station WNMN(TV)	)	Acct. No.: 201541420029
Saranac Lake, New York	)	FRN: 0010998227

**CONSENT DECREE**

1. The Media Bureau of the Federal Communications Commission and Channel 61 Associates (“Channel 61”), by their authorized representatives, hereby enter into this Consent Decree for the purpose of terminating the Bureau’s investigation into possible violations of the Commission’s rules, including 47 C.F.R. §§ 73.3526(b), 73.3526(e)(11)(i), 73.3526(e)(11)(iii) and 73.1350(a).<sup>1</sup>

**I. DEFINITIONS**

2. For the purposes of this Consent Decree, and attached appendix; the following definitions shall apply:

- a) “Act” means the Communications Act of 1934, as amended, 47 U.S.C. § 151 *et seq.*
- b) “Adopting Order” means the Order of the Bureau adopting the terms of this Consent Decree without change, addition, deletion, or modification.
- c) “Administrative Employee” means all managers and all employees they supervise who have any responsibility for documenting the station’s programming.
- d) “Channel 61” means Channel 61 Associates, LLC and its predecessors-in-interest and successors-in-interest.
- e) “Bureau” means the Media Bureau of the Federal Communications Commission.
- f) “Commission” and “FCC” mean the Federal Communications Commission and all of its bureaus and offices.
- g) “Communications Laws” means, collectively, the Act, the Rules, and the published and promulgated orders and decisions of the Commission to which Channel 61 is subject by virtue of it being a Commission licensee, including but not limited to 47 C.F.R. §§ 73.3526(b)(2), 73.3526(e)(11)(i), 73.3526(e)(11)(iii) and 73.1350(a).

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<sup>1</sup> 47 C.F.R. §§ 73.3526(b)(2), 73.3526(e)(11)(i), 73.3526(e)(11)(iii), and 73.1350(a). During the current license period, the Licensee failed to timely place issues and programs lists into its public file, to timely upload elements of station’s public files to the online Commission hosted website, and to timely file children’s television programming reports. Moreover, Licensee, installed its analog antenna at an unauthorized location. FCC File No. BLCT-20071002ACL.

- h) “Consummation” refers to the time/date of closing of the transaction that is the subject of the pending application, File No. 20131115BDM seeking consent to assign station WNMN(TV) from Channel 61 to Cross Hill Communications, LLC.
- i) “Current License Period” means from the fourth quarter of 2007 to the effective date.
- j) “Division” means the Video Division, Media Bureau of the FCC.
- k) “Effective Date” means the date on which the Bureau releases the Adopting Order.
- l) “Investigation” means the examination of Channel 61’s compliance with the Public File Rules as related to the above-captioned application.
- m) “Parties” means Channel 61 and the Bureau, each of which is a “Party.”
- n) “Public File Rules” means 47 C.F.R. §73.3526, including but not limited to §§73.3526(b)(2), 73.3526(e)(11)(i), and 73.3536(e)(11)(iii).
- o) “Rules” means the Commission’s regulations found in Title 47 of the Code of Federal Regulations.
- p) “Station” means WNMN(TV), Saranac Lake, New York.

## II. DISCUSSION

3. On February 3, 2015, Channel 61 filed its license renewal application (FCC Form 303-S) with the Commission. In the process of evaluating the application, the Bureau, as outlined below, identified numerous potential violations of the Commission’s Public File Rules. In addition, Licensee constructed its analog facility<sup>2</sup> at an unauthorized location.

4. Section 73.3526 of the Rules requires each commercial broadcast licensee to maintain a public inspection file containing specific types of information related to station operations. Subsection 73.3526(e)(11)(i) of the Rules requires every commercial television and Class A licensee to place in its public inspection file, on a quarterly basis, a list of issues and programs “that have provided the station’s most significant treatment of community issues during the preceding three month period.”<sup>3</sup> Copies of the issues and programs lists must be “retained in the public inspection file until final action has been taken on the station’s next license renewal application.”<sup>4</sup> During periods of time during the current license period, it appears that Channel 61 failed to comply with these requirements.

5. In 2012 the Commission adopted Section 73.3526(b) of the Rules, which requires licensees to upload elements of stations’ public files to an online Commission hosted website (*i.e.*, a Station’s “e-pif”).<sup>5</sup> This requirement includes uploading copies of a station’s quarterly TV issues/programs lists to its

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<sup>2</sup> FCC File No. BLCT-20071002ACL.

<sup>3</sup> 47 C.F.R. § 73.3526(e)(11)(i).

<sup>4</sup> *Id.*

<sup>5</sup> See generally, *Standardized and Enhanced Disclosure Requirements for Television Broadcast Licensee Public Interest Obligations, Extension of the Filing Requirement for Children’s Television Programming Report*, Second (continued...)

e-pif.<sup>6</sup> Broadcasters' e-pif requirements were phased in between August 2012 and February 2013. Beginning August 2, 2012, stations were required to post any document that would otherwise be placed in a station's public file, with limited exception, to their e-pif on a moving-forward basis. By February 4, 2013, stations were required to upload to their e-pif those public file documents, with limited exceptions, that were already in their physical public file prior to August 2, 2012.<sup>7</sup> It appears that Channel 61 failed to comply with this deadline.

6. Subsection 73.3526(e)(11)(iii) of the Rules requires each commercial television and Class A licensee to complete a quarterly Children's Television Report on FCC Form 398 "reflecting the efforts made by the licensee during the preceding quarter, and efforts planned for the next quarter, to serve the educational and informational needs of children." The report is to be placed in the station's public inspection file on the 10<sup>th</sup> day of each month and a copy is to be filed electronically with the FCC.<sup>8</sup> During periods of time during the current license period, it appears that Channel 61 failed to comply with these requirements.

7. Subsection 73.3514(a) requires that each licensee operate its broadcast station "in accordance with the terms of the station authorization." During the current license period, it appears that Channel 61 failed to comply with this requirement by installing its analog antenna on a different tower than listed on its construction permit.<sup>9</sup>

### III. TERMS OF AGREEMENT

8. **Adopting Order**. The Parties agree that the provisions of this Consent Decree shall be subject to final approval by the Bureau by incorporation of such provisions by reference in the Adopting Order.

9. **Jurisdiction**. Channel 61 agrees that the Bureau has jurisdiction over it and the matters contained in this Consent Decree and that the Bureau has the authority to enter into and adopt this Consent Decree.

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Report and Order, 27 FCC Rcd 4535 (2012) (requiring broadcast television stations to post their public inspection files, with limited exception, online in a Commission-hosted database).

<sup>6</sup> 47 C.F.R. § 73.3526(b)(2); *Standardized and Enhanced Disclosure Requirements for Television Broadcast Licensee Public Interest Obligations, Extension of the Filing Requirement for Children's Television Programming Report*, Second Report and Order, 27 FCC Rcd 4535 (2012) ("*Second Report and Order*") (requiring broadcast television stations to post their public inspection files, with limited exception, to an online Commission-hosted database).

<sup>7</sup> See *Effective Date Announced for Online Publication of Broadcast Television Public Inspection Files*, Public Notice, 27 FCC Rcd 7478 (2012) (announcing effective date of electronic public file rule); *Television Broadcast Stations Reminded of Their Online Public Inspection File Obligations*, Public Notice, 27 FCC Rcd 15315 (2012) (reminding station's to upload copies of existing public file documents to their electronic public file); *Television Broadcast Stations Reminded of the Upcoming Public Inspection Filing Deadline*, Public Notice, 28 FCC Rcd 429 (2013) (providing a final reminder to broadcasters to upload copies of existing public file documents to their electronic public file); see also *Second Report and Order*, 27 FCC Rcd at 4580, para. 97 (establishing compliance periods for complying with broadcasters new electronic public file requirement).

<sup>8</sup> 47 C.F.R. § 73.3526(e)(11)(iii).

<sup>9</sup> File No. BLCDDT-20071002ACL.

10. **Effective Date; Violations.** The Parties agree that this Consent Decree shall become effective on the Effective Date as defined herein. As of the Effective Date, the Adopting Order and this Consent Decree shall have the same force and effect as any other order of the Commission. Any violation of the Adopting Order or of the terms of this Consent Decree shall constitute a separate violation of a Commission order, entitling the Commission to exercise any rights and remedies attendant to the enforcement of a Commission order.

11. **Termination of Investigation; Grant of Renewal Application.** In express reliance on the covenants and representations in this Consent Decree and to avoid further expenditure of public resources, the Bureau agrees to terminate the Investigation. In consideration for the termination of the Investigation, Channel 61 agrees to the terms and conditions contained herein. Furthermore, pursuant to Section 309(k)(2) of the Act, the Bureau agrees to grant, in conjunction and simultaneously with the adoption of this Consent Decree, the Station's Renewal Application through June 1, 2023, without any additional conditions beyond those set forth herein. The Bureau further agrees that in the absence of new material evidence, the Bureau will not use the facts developed in this Investigation through the Effective Date, or the existence of this Consent Decree, to institute on its own motion any new proceeding, formal or informal, or take any action on its own motion against Channel 61 concerning the matters that were the subject of the Investigation. The Bureau also agrees that in the absence of new material evidence it will not use the facts developed in the Investigation through the Effective Date, or the existence of this Consent Decree, to institute on its own motion any proceeding, formal or informal, or take any action on its own motion against Channel 61 with respect to Channel 61's basic qualifications, including its character qualifications, to be a Commission licensee or to hold Commission licenses or authorizations.

12. **Subsequent Investigations.** Nothing in this Consent Decree shall prevent the Commission or its delegated authority from adjudicating complaints or other adjudicatory pleadings filed against Channel 61 or its affiliates for alleged violations of the Act or the Commission's rules or for any other type of alleged misconduct, regardless of when such misconduct took place. The Commission's adjudication of any such complaints will be based solely on the record developed in that proceeding. Except as expressly provided in this Consent Decree, this Consent Decree shall not prevent the Commission from investigating new evidence of noncompliance by Channel 61 with the Communications Laws.

13. **Voluntary Contribution.** Channel 61 agrees that it will make a voluntary contribution to the United States Treasury in the amount of thirty thousand dollars (\$30,000) within 60 days of the date of Consummation of the pending assignment application, File No. BALCDT-20131115BDM. Channel 61 shall also send electronic notification of payment to Adrienne Denysyk at [adrienne.denysyk@fcc.gov](mailto:adrienne.denysyk@fcc.gov) on the date said payment is made. The payment must be made by check or similar instrument, wire transfer, or credit card, and must include the Account number and FRN referenced above. Regardless of the form of payment, a completed FCC Form 159 (Remittance Advice) must be submitted.<sup>10</sup> When completing the FCC Form 159, enter the Account Number in block number 23A (call sign/other ID) and enter the letters "FORF" in block number 24A (payment type code). Below are additional instructions you should follow based on the form of payment you select:<sup>11</sup>

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<sup>10</sup> Payment may be made at the Commission's online Fee Filer website: <https://www.fcc.gov/encyclopedia/fee-filer>. Payment may also be made by FCC Form 159; detailed instructions for completing the form may be obtained at <http://www.fcc.gov/Forms/Form159/159.pdf>.

<sup>11</sup> Should the Station have questions regarding payment procedures, it should contact the Financial Operations Group Help Desk by phone at 1-877-480-3201, or by e-mail at [ARINQUIRIES@fcc.gov](mailto:ARINQUIRIES@fcc.gov).

- Payment by check or money order must be made payable to the order of the Federal Communications Commission. Such payments (along with the completed Form 159) must be mailed to Federal Communications Commission, P.O. Box 979088, St. Louis, MO 63197-9000, or sent via overnight mail to U.S. Bank – Government Lockbox #979088, SL-MO-C2-GL, 1005 Convention Plaza, St. Louis, MO 63101.
- Payment by wire transfer must be made to ABA Number 021030004, receiving bank TREAS/NYC, and Account Number 27000001. To complete the wire transfer and ensure appropriate crediting of the wired funds, a completed Form 159 must be faxed to U.S. Bank at (314) 418-4232 on the same business day the wire transfer is initiated.
- Payment by credit card must be made by providing the required credit card information on FCC Form 159 and signing and dating the Form 159 to authorize the credit card payment. The completed Form 159 must then be mailed to Federal Communications Commission, P.O. Box 979088, St. Louis, MO 63197-9000, or sent via overnight mail to U.S. Bank – Government Lockbox #979088, SL-MO-C2-GL, 1005 Convention Plaza, St. Louis, MO 63101.

14. **Compliance Plan.** The Parties represent that they will adopt and implement a compliance plan for the purpose of preventing future violations of the Act and of the Rules. A summary of the plan is set forth in the Appendix. The Parties agree, to the extent that they have not already done so, to implement the Compliance Plan upon grant of the renewal application and to keep such Compliance Plan in effect for three (3) years thereafter.

15. **Waivers.** Channel 61 waives any and all rights it may have to seek administrative or judicial reconsideration, review, appeal or stay, or to otherwise challenge or contest the validity of this Consent Decree and the Adopting Order, provided the Bureau issues an Adopting Order as defined herein. If either Party (or the United States on behalf of the Commission) brings a judicial action to enforce the terms of the Adopting Order, neither Channel 61 nor the Commission shall contest the validity of the Consent Decree or the Adopting Order, and Channel 61 shall waive any statutory right to a trial *de novo*. Channel 61 hereby agrees to waive any claims it may have under the Equal Access to Justice Act, 5 U.S.C. § 504 and 47 C.F.R. § 1.1501 *et seq.*, relating to the matters addressed in this Consent Decree.

16. **Liability.** Channel 61 admits, solely for the purpose of this Consent Decree and for Commission civil enforcement purposes, and in express reliance on the provisions of paragraph 11 hereof, that the facts discussed in paragraphs 3-7 above constitute violations of Sections 73.3526(b), 73.3526(e)(11)(i), 73.3526(e)(11)(iii) and 73.1350(a) of the Rules. Notwithstanding any other provision of this Consent Decree, it is expressly agreed and understood that if this Consent Decree, or paragraph 11 hereof, or both, are breached by the Bureau, or are invalidated or modified to Channel 61's prejudice by the Commission, Bureau, or any court, then and in that event the provisions of the immediately-preceding sentence shall be of no force or effect whatever, and Channel 61 shall not, by virtue of that sentence or any other provision of this Consent Decree, be deemed to have made any admission concerning violations of Sections 73.3526(b), 73.3526(e)(11)(i), 73.3526(e)(11)(iii) and 73.1350(a) of the Rules. Furthermore, it is the intent of the Parties that this Consent decree shall not be used as evidence or precedent in any action, litigation, investigation, or proceeding, except in an action related to this Consent Decree.

17. **Invalidity.** In the event that this Consent Decree in its entirety is rendered invalid by any court of competent jurisdiction, it shall become null and void and may not be used in any manner in any legal proceeding.

18. **Subsequent Rule or Order**. The Parties agree that if any provision of the Consent Decree conflicts with any subsequent rule or order adopted by the Commission (except an order specifically intended to revise the terms of this Consent Decree to which Channel 61 does not expressly consent) that provision will be superseded by such rule or Commission order.

19. **Successors and Assigns**. Channel 61 agrees that the provisions of this Consent Decree shall be binding on its successors, assigns, and transferees.

20. **Final Settlement**. The Parties agree and acknowledge that this Consent Decree shall constitute a final settlement between the Parties with respect to the Investigation. The Bureau agrees that it will not raise any issue relative to any failure by Channel 61 to comply with public inspection file requirements prior to the filing of the renewal application (File No. BRCDT-20150202ABE).

21. **Modifications**. This Consent Decree cannot be modified without the advance written consent of both Parties.

22. **Paragraph Headings**. The headings of the paragraphs in this Consent Decree are inserted for convenience only and are not intended to affect the meaning or interpretation of this Consent Decree.

23. **Authorized Representative**. The individual signing this Consent Decree on behalf of Channel 61 represents and warrants that he is authorized Channel 61 to execute this Consent Decree and to bind Channel 61 to the obligations set forth herein. The FCC signatory represents that he is signing this Consent Decree in his official capacity and that he is authorized to execute this Consent Decree.

24. **Counterparts**. This Consent Decree may be signed in any number of counterparts (including by facsimile), each of which, when executed and delivered, shall be an original, and all of which counterparts together shall constitute one and the same fully executed instrument.

**Media Bureau  
Federal Communications Commission**

By:

\_\_\_\_\_  
William T. Lake  
Chief

\_\_\_\_\_  
Date

**Channel 61 Associates, LLC**

By:

\_\_\_\_\_  
Name  
Title

\_\_\_\_\_  
Date

**APPENDIX****COMPLIANCE PLAN FOR STATION  
WNMN(TV), SARANAC LAKE, NEW YORK**

In order to ensure compliance with the Commission's Rules and the Communications Act of 1934, as amended, the Parties will institute the following procedures for station WNMN(TV), Saranac Lake, New York. Unless otherwise provided, all terms defined in the Consent Decree apply to this Compliance Plan.

1. Channel 61 Associates, LLC ("Channel 61"), the licensee of WNMN(TV), will conduct training for all Station employees and management on compliance with FCC Rules applicable to his or her duties at the Station and Station operations. It will designate its Station Manager as a Compliance Officer responsible for responding to Station employee questions and consulting with FCC Counsel regarding compliance matters. Channel 61 will conduct refresher training for Station Administrative Employees and management at least once every twelve (12) months, and will train any new Station Administrative Employee within five (5) business days of commencement of his or her duties at the Station.
2. Channel 61 Associates, LLC, the licensee of WNMN(TV), shall engage independent FCC Counsel on an ongoing basis to provide guidance to the Parties on FCC compliance issues, to provide regular updates and notices on developments in communications law applicable to the Station and the Stations operations, and to review all applications and reports prior to filing with the FCC. In regard to the last matter, the Parties' recognize and acknowledge that any and all information provided to the FCC must completely and candidly set forth all relevant facts and circumstances, regardless of whether such submission may disclose a violation of the Act or Rules.