

PENDING PETITION MEMO

Date: ~~2/4/2004~~ 8/30/2004

TO : Office of ~~Telecommunications~~ *hls*

FROM: CENTRAL OPERATIONS

UTILITY: PARNASSOS, LP, D/B/A ADELPHIA CABLE COMMUNICATIONS

SUBJECT: 04-V-0124

Petition of the Town of Pendleton, Niagara County for Approval of Temporary Operating Authority for its Franchise with Parnassos, LP, d/b/a Adelphia Cable Communications.

PETITION OF PARNASSOS, LP, D/B/A ADELPHIA CABLE COMMUNICATIONS FOR APPROVAL OF THE RENEWAL OF ITS FRANCHISE WITH THE TOWN OF PENDLETON, NIAGARA COUNTY, INITIAL FRANCHISE DOCKET #11308.

UPDATED JACKET

Adelphia

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PUBLIC SERVICE
COMMISSION
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2004 AUG 30 PM 2:04

August 26, 2004

VIA CERTIFIED MAIL — 7003 1680 0002 4201 5582

Jaclyn Brilling, Secretary
New York State Public Service Commission
3 Empire State Plaza, 19th Floor
Albany, NY 12223-1350

Orig-Files
C 04-V-0124
Copies:
Mr. S. Shaye
Ms. L. McCreail
Ms. A. Dalton

**Re: Parnassos, L.P., d/b/a Adelphia Cable Communications
Town of Pendleton, New York
Application for Renewal of Franchise and Certificate of Confirmation**

Dear Secretary Brilling:

In accordance with Section 222 of the Public Service Law and Part 591.5(a)(2) of the Commission's Rules, Parnassos, L.P., d/b/a Adelphia Cable Communications, hereby requests renewal of its Certificate of Confirmation and franchise for the Town of Pendleton.

I am enclosing an original and four copies of the following:

- Executed Franchise Agreement
- Form R-2
- Notice of Application (*copy of publication request only, will forward proof of publication to the Commission within 10 days of the date of last publication*)
- Notice of Public Hearing
- Municipal Resolution
- Performance Tests

Should additional information be required, please contact me at (978) 557-2056.

Sincerely,



Kim R. Hayden
Franchise Coordinator

/krh

Enc.

cc: Carol McTague, NY PSC (*letter only*)
Town of Pendleton (*original agreement w/ enclosures*)
Jeanne Coleman, Adelphia General Manager (*original agreement w/ enclosures*)

ORIGINAL

**INFORMAL PROPOSAL
PURSUANT TO 47 U.S.C. §546(h)**

CABLE TELEVISION FRANCHISE

**A NON-EXCLUSIVE FRANCHISE
TO CONSTRUCT, OPERATE, AND MAINTAIN
A CABLE SYSTEM**

TO BE ISSUED TO

PARNASSOS L.P.

d/b/a ADELPHIA CABLE COMMUNICATIONS

BY THE

TOWN OF PENDLETON, NEW YORK

FRANCHISE AGREEMENT

THIS AGREEMENT is entered into by and between the TOWN OF PENDLETON, NEW YORK, hereinafter referred to as "Grantor" or "Grantor Community," a municipal corporation duly organized under the laws of the State of New York, and PARNASSOS L.P., d/b/a ADELPHIA CABLE COMMUNICATIONS, hereinafter referred to as "Grantee," for the purpose of setting forth the terms under which Grantee shall construct, operate and maintain a cable television system in the above referenced community in the State of New York.

WITNESSETH:

WHEREAS, Grantor is empowered to grant and renew franchises for the installation, operation and maintenance of cable television systems within its boundaries by virtue of the authority granted to it by the Cable Communications Policy Act of 1984, as amended by the Cable Consumer Protection and Competition Act of 1992 and the Telecommunications Act of 1996 (together, the "Cable Act") and the rules and regulations promulgated thereunder, by the rules and regulations of the New York State Public Service Commission, by its power to regulate and control the public streets, alleys and rights-of-way, and by its general police powers; and

WHEREAS, Grantor and Grantee have a mutual desire to enter into a new non-exclusive franchise agreement setting forth the terms and conditions under which Grantee will continue to provide cable television service to Grantor; and

WHEREAS, the construction, operation and maintenance of said cable television system involves the use and occupation by Grantee of the streets, thoroughfares and other rights-of-way belonging to Grantor; and

WHEREAS, the technical and financial ability of Grantee and its principals, and the character and reputation of said Grantee and its principals have been considered and approved by the Grantor;

NOW THEREFORE, in compliance with the franchise standards of the New York State Public Service Commission, Grantor hereby grants a non-exclusive franchise to Grantee to construct, operate and maintain a cable television system with the Grantor Community; provided, however, that the rights and privileges accorded by said franchise are fully subject to the following rights and conditions:

SECTION 1 DEFINITIONS

For the purposes of this Agreement, unless the context clearly indicates that another meaning is intended, the capitalized terms, phrases, words, and their derivations shall have the meaning set forth below. Terms of art not otherwise defined, whether capitalized or not, shall have the meanings ascribed to them in Title VI (Cable Communications) of the Communications Act of 1934, as amended, codified at 47 U.S.C. § 521, *et seq.* (hereinafter the "Cable Act"). Words not defined shall be given their common and ordinary meaning.

When not inconsistent with the context, words used in the present tense include the future, words in the plural number include the singular number, and the words in a singular number include the plural number. The word "shall" is always mandatory and not merely directory.

- 1.01 **"Access"** means the availability for use by various agencies, institutions, organizations, groups and individuals in the community, including the Grantor and its designees, of the Cable System to acquire, create, receive and/or distribute non-profit, non-commercial, non-competitive video cable service, including, but not limited to:
- A. **"Public Access"** means access where community-based, non-commercial organizations, groups or individual members of the general public, on a nondiscriminatory basis are the primary users;
 - B. **"Educational Access"** means access where schools are the primary users having editorial control over programming and services; and
 - C. **"Government Access"** means access where governmental institutions or their designees are the primary users having editorial control over programming and services.
- 1.02 **"Basic Service"** means a tier of cable services distributed over the cable system consisting of, at a minimum (i) the retransmission of local broadcast television signals required to be carried under applicable federal law and for which Grantee has secured any necessary consents for carriage; (ii) any public, educational and governmental access programming required by the Franchise; and (iii) any signal of any television broadcast station that is provided by the cable operator to any subscriber, except a signal which is secondarily transmitted by a satellite carrier beyond the local service area of such station.
- 1.03 **"Board"** means the governing body of the Town of Pendleton, New York.
- 1.04 **"Cable System"** means cable television system and cable system as defined, respectively, by Section 211 of the New York State Public Service Law and Section 47 U.S.C. § 522.
- 1.05 **"Cable Service"** means: (i) the one-way transmission to subscribers of video programming or other programming service; and (ii) subscriber interaction, if any, which is required for the selection or use of such video programming or other programming service.
- 1.06 **"CableValue Service"** refers to a level of service above the Basic tier of service, and consisting of an additional selection of cable networks.
- 1.07 **"CATV"** means a cable television system.
- 1.08 **"Channel"** means a band of frequencies in the electromagnetic spectrum, or any other means of transmission (including, without limitation, optical fibers or any other means now

available or that may become available), which is capable of carrying a video signal, an audio signal, a voice signal, or a data signal.

- 1.09 **"Commission"** means the New York State Public Service Commission, formerly the New York State Commission on Cable Television.
- 1.10 **"Communications Act"** or **"Cable Act"** means the Communications Act of 1934 as amended by the Cable Communications Policy Act of 1984, the Cable Television Consumer Protection and Competition Act of 1992, and the Telecommunications Act of 1996 (codified at 47 U.S.C. § 521 *et seq.*), and any amendments thereto.
- 1.11 **"Downstream"** shall mean signals originating at the headend or hubs and transmitted to Subscribers.
- 1.12 **"FCC"** means the Federal Communications Commission, its designee, or any successor thereto.
- 1.13 **"Franchise Area"** means that area within the corporate limits of the Grantor Community as now or hereafter constituted.
- 1.14 **"Headend"** refers to the electronic center through which broadcast and cablecast signals are electronically translated or modified for dissemination on a Cable System, and the facility, including antennas and associated electronics which receives, controls, and switches the electronic information transmitted over the Cable System.
- 1.15 **"Hub"** or **"Subheadend"** means a signal distribution point for part of the Cable System linked to the Headend by fiber optic cable, coaxial supertrunk or microwave.
- 1.16 **"Grantee"** means Parnassos, L.P., d/b/a/ Adelpia Cable Communications, whose principal place of business is located at 200 Minuteman Road, Suite 102, Andover, MA 01810, its successors and assigns, the grantee of rights under this Agreement.
- 1.17 **"Grantor"** means the Town of Pendleton, New York.
- 1.18 **"Gross Annual Revenues"** means annual revenues received from subscribers in connection with the carriage of cable television services in the Grantor Community on a regular recurring monthly basis, and shall include revenues from subscribers for the Basic Service tier of programming and any optional tier of programming service; premium services including pay-per-channel and pay-per-program service; installation, disconnection, reconnection and change-in-service charges; and program guides. Gross Annual Revenues does not include bad debt or uncollected accounts, provided, however, that any such debt or accounts that are subsequently collected shall be included in Gross Revenues in the period collected. It shall not include subscriber deposits; refunds and credits made to subscribers; non-subscriber revenues such as advertising; and any taxes imposed on the services furnished

by Grantee herein which are imposed directly on the subscriber or user by the local or any governmental unit and collected by Grantee on behalf of that governmental unit.

- 1.19 **"Installation"** means the act of connecting the system from the feeder cable to the subscriber terminal so that the subscriber may receive cable television service.
- 1.20 **"Material Breach"** is any substantial or repeated failure to comply with the material requirements set forth in this Franchise Agreement.
- 1.21 **"Person"** means any natural person or any association, firm, partnership, joint venture, corporation, or other legally recognized entity, whether for-profit or not-for-profit.
- 1.22 **"Premium Service"** means video programming offered on a pay-per-channel or pay-per-program basis, or a combination of multiple channels of pay-per-channel or pay-per-program, for a separate charge, and that is not bundled with any regulated tier of cable service.
- 1.23 **"Property of Grantee"** means all property owned, installed or used within the Franchise Area by Grantee in the conduct of a cable television system business under the authority of a Franchise granted pursuant to this Agreement.
- 1.24 **"Public Property"** means any real property owned by the Franchise Authority or any other government entity other than a highway, sidewalk, easement or dedication.
- 1.25 **"Public Way" or "Street"** means the surface of and the space above and below any public street, road, highway, freeway, lane, path, public way, alley, court, sidewalk, boulevard, parkway, drive, or any easement or right-of-way, alley, court, sidewalk, boulevard, parkway, drive, or any easement or right-of-way now or hereafter held by the Franchise Authority, or dedicated to the Franchise Authority, or to general public use.
- 1.26 **"Service"** means any cable service, including Basic Service, which is distributed over the cable system.
- 1.27 **"Service Tier"** means a category of Cable Service or other services provided by Grantee and for which a separate charge is made by Grantee.
- 1.28 **"Signal"** means any transmission of radio frequency energy or of optical information.
- 1.29 **"Subscriber"** means any person who or any entity that lawfully subscribes to any cable service whether or not a fee is paid for such service.
- 1.30 **"System"** refers to the Cable System operated and maintained by Grantee in the Town of Pendleton, New York.

- 1.31 "Two-Way" or "Bi-Directional" means that the headend, trunk cables, distribution plant, amplifiers, and other technical components of the System have the capability to pass video audio, voice and/or data signals upstream and downstream simultaneously.
- 1.32 "Upgrade" means an improvement in channel capacity or other technical aspect of the Cable System in accordance with the terms provided in this Agreement.

SECTION 2 RIGHTS GRANTED

- 2.01 **Rights Granted.** In consideration of the faithful performance and observance of the conditions and reservations hereinafter specified, the Town of Pendleton, in the State of New York ("Grantor" or "the Grantor Community") hereby grants to Parnassos L.P. ("Grantee") the right to erect, maintain, and operate cable television transmission and distribution facilities and additions thereto in, under, over, across and upon the streets, lanes, avenues, sidewalks, alleys, bridges, and other public places in the Grantor Community, and subsequent additions thereto, for the purpose of transmission and distribution of audio and visual impulses, data, television energy, communications and other information services and for any other lawful purpose.

Pursuant to Part 595.1(h) of the New York State Public Service Commission's Rules and Regulations, Grantee shall not abandon any service or portion thereof without the written consent of the Grantor.

Pursuant to Part 595.1(n) of the New York State Public Service Commission's Rules and Regulations, Grantor designates James A. Riester, Town Supervisor, or his successor, to be responsible for the continuing administration of this franchise.

- 2.02 **Franchise Area.** This Franchise is granted for the territorial boundary of Grantor Community as it is now constituted and any future extension thereof by annexation or boundary line adjustment.

A. To the extent cable plant is not already in existence, or should the Franchise Area of the Grantor Community ever expand, Grantee will extend the Cable System to areas where the average number of homes per linear mile of aerial cable plant is twenty-five (25) or greater or where the average number of homes per continuous linear mile of underground plant is thirty (30) or greater. In new areas having fewer than twenty-five (25) homes per linear mile, Grantee will extend service to subscribers who are willing to contribute to the cost of construction in accordance with the following formula: $C/LE-CA/P = SC$. C equals the cost of construction of new plant; CA equals the average cost of construction per mile in the primary service area; P equals the minimum number of dwelling units per mile which would require the Grantee to provide service in the primary service area; LE equals the number of dwelling units

requesting service in the line extension area; and SC equals subscriber contribution-in-aid of construction in the line extension area.

- B. Whenever a prospective subscriber located in a line extension area requests Cable Service, Grantee shall, within thirty (30) days of the request, conduct a survey to determine the number of prospective subscribers located in the line extension area and shall inform each of the prospective subscribers of the contribution-in-aid of construction that may be charged. Grantee may require prepayment of the contribution-in-aid of construction. Grantee shall apply for pole attachment agreements within thirty (30) days of its receipt of the contribution-in-aid of construction. Cable Service must be made available to those who made a contribution-in-aid of construction within ninety (90) days from the receipt of pole attachment agreements by Grantee.
- C. The contribution-in-aid of construction shall be in addition to the installation rate set forth in the Franchise.
- D. During a five-year period commencing at the completion of a particular line extension, a pro-rated refund shall be paid to existing and former Subscribers as new Subscribers are added to the particular line extension. The amount of the refund, if any, shall be determined by application of the formula each time a new Subscriber is added. The refunds shall be paid annually to Subscribers and former Subscribers entitled to receive them.

Cable Service will be provided to any Subscriber who requests service and who is located within 150 feet of aerial feeder cable at the regular installation charge. Subscribers located beyond 150 feet from the aerial feeder cable may be charged the regular installation fee plus the extra cost of labor and materials plus fifteen (15) percent, required to extend the drop beyond 150 feet.

- 2.03 **Right to Use and Occupy Not Exclusive.** The right to use and occupy Grantor's streets, rights-of-way, alleys, public ways and places for the purposes herein set forth shall not be exclusive, and Grantor reserves the right to grant the nonexclusive use of the same streets, rights-of-way, alleys, public ways and places to any other person or entity at any time during the period of this Franchise.

Grantor agrees that any grant of additional franchises or other authorizations, including open video system authorizations by Grantor, to any other entity to provide video or other services similar to those provided by Grantee pursuant to this agreement and over which Grantor has regulatory authority shall cover the entire territorial area of Grantor and shall not be on terms and conditions (including, without limitation, the universal service obligations and franchise fee obligations) more favorable or less burdensome to Grantee of any such additional franchise than those which are set forth herein.

In any renewal of this Franchise, Grantor, should it seek to impose increased obligations upon Grantee, must take into account any additional franchise(s) or authorizations previously granted and find that the proposed increase obligations in the renewal, if they are more burdensome and/or less favorable than those contained in the additional franchise(s) or authorizations are reasonable under Section 626 of the Communications Act, taking into account the costs and burdens of meeting such non-comparable obligations.

- 2.04 **Police Powers.** Grantee's rights are subject to the police powers of Grantor to adopt and enforce ordinances necessary to the health, safety and welfare of the public. Grantee shall comply with all generally applicable laws and ordinances enacted by Grantor pursuant to that power.

SECTION 3 TERM OF FRANCHISE GRANT

- 3.01 **Term.** The Franchise granted pursuant to this Agreement shall be for a term of ten (10) years from the date of approval of this Agreement by the New York State Public Service Commission ("Commission").
- 3.02 **Commission Approval; Effective Date.** The terms and conditions of this Agreement are subject to the approval of the Commission, and the Franchise will take effect and be in full force as of the date of approval by the Commission.

SECTION 4 CONDITIONS OF STREET OCCUPANCY

- 4.01 **Conditions of Street Occupancy.** All transmission and distribution structures, poles, other lines, and equipment installed or erected by Grantee pursuant to the terms hereof shall be located so as to cause a minimum of interference with the proper use of Public Ways and with the rights and reasonable convenience of property owners who own property that adjoins any of said Public Ways.
- 4.02 **Restoration of Public Ways.** If during the course of Grantee's construction, operation, or maintenance of the Cable System there occurs a disturbance of any Public Way by Grantee, it shall, at its expense, replace and restore such Public Way to a condition reasonably comparable to the condition of the Public Way existing immediately prior to such disturbance.
- 4.03 **Use of Existing Utility Poles.** There is hereby granted to Grantee the further right, privilege, and authority to lease, rent, or in any other lawful manner obtain the use of towers, poles, lines, cable and equipment and facilities from all holders of public licenses and franchises within the corporate limits of Grantor, and to use such towers, poles, lines, cables, and other equipment and facilities, subject to all existing and future local laws and regulations of Grantor. When and where practicable, Grantee's distribution system shall be erected upon

poles owned and maintained by the existing utility companies, providing mutually satisfactory rental agreements can be entered into with said companies.

It is the stated intention and desire of Grantor that all other holders of public licenses and franchises within the corporate limits of the Grantor Community shall cooperate with Grantee to allow Grantee's joint usage of their poles and pole line facilities wherever possible or wherever such usage does not interfere with the normal operation of said pole and pole lines so that the number of new or additional poles constructed by the Grantee within the Grantor community may be minimized.

- 4.04 Erection and Maintenance of Poles.** Notwithstanding the above, where attachments to the pole(s) of utilities is not economically feasible, or otherwise, Grantee shall have the right to erect and maintain its own poles as may be necessary for the proper construction and maintenance of the television distribution system.

Grantee's transmission and distribution system, poles, wires, and appurtenances shall be located, erected, and maintained so as not to endanger or interfere with the lives of persons or to interfere with new improvements that the Grantor may deem proper, or unnecessarily hinder or obstruct the free use of streets, alleys, bridges, and other public property. Any removal of the distribution system, poles, wires, or appurtenances to avoid such interference shall be at the Grantee's expense, provided, however, that Grantee shall share proportionately with other users of the poles in any federal or state funds furnished to Grantor for the purpose of community development or urban renewal projects.

- 4.05 Aerial and Underground Construction.** In those sectors of the Franchise Area where all of the transmission or distribution facilities of the respective public utilities providing telephone communications and electric services are underground, Grantee likewise shall construct, operate, and maintain all of its transmission and distribution facilities underground, provided that such facilities are actually capable of receiving Grantee's cable and other equipment without technical degradation of the Cable System's signal quality. In those areas of the Service Area where the transmission or distribution facilities of the respective public utilities providing telephone communications and electric services are both aerial and underground, Grantee shall have the sole discretion to construct, operate, and maintain all of its transmission and distribution facilities, or any part thereof, aerially or underground. Nothing contained in this Section 4.05 shall require Grantee to construct, operate, and maintain underground any ground-mounted appurtenances such as subscriber taps, line extenders, system passive devices (splitters, directional couplers), amplifiers, power supplies, pedestals, or other related equipment. Notwithstanding anything to the contrary contained in this Section 4.05, in the event that all of the transmission or distribution facilities of the respective public utilities providing telephone communications and electric services are placed underground after the effective date of this Agreement, Grantee shall only be required to construct, operate, and maintain all of its transmission and distribution facilities underground if it is given reasonable notice and access to the public utilities' facilities at the time that such are placed underground. In the event that Grantor or any agency thereof for the placement of cable underground or the movement of cable reimburses

any telephone or electric utilities, Grantee shall be reimbursed upon the same terms and conditions as any telephone or electric utilities.

4.06 **Trimming of Trees.** Grantee shall have the authority to trim trees upon and hanging over streets, alleys, sidewalks, and public places of the Grantor Community so as to prevent the branches of such trees from coming in contact with the wires and cables of Grantee.

4.07 **Movement of Facilities.** In the event it is necessary temporarily to move or remove any of Grantee's wires, cables, poles, or other facilities placed pursuant to this Agreement, in order to lawfully move a large object, vehicle, building or other structure over the streets of the Grantor Community, upon two (2) weeks' notice by the Grantor, Grantee shall move, at the expense of the person requesting the temporary removal, such of its facilities as may be required to facilitate such movements. Any service disruption provisions of this Agreement shall not apply in the event that the removal of Grantee's wires, cables, poles or other facilities results in temporary service disruptions.

4.08 **Reservation of Street Rights.**

A. Nothing in this Agreement shall be construed to prevent Grantor from constructing, maintaining, repairing or relocating sewers; grading, paving, maintaining, repairing, relocating and/or altering any street; constructing, laying down, repairing, maintaining or relocating any water mains; or constructing, maintaining, relocating, or repairing any sidewalk or other public work.

B. All such work shall be done, insofar as practicable, in such a manner as not to obstruct, injure or prevent the free use and operation of the poles, wires, conduits, conductors, pipes or appurtenances of Grantee.

C. If any such property of Grantee shall interfere with the construction or relocation, maintenance or repair of any street or public improvement, whether it be construction, repair, maintenance, removal or relocation of a sewer, public sidewalk, or water main, street or any other public improvement, thirty (30) days notice shall be given by the Grantor, and all such poles, wires, conduits or other appliances and facilities shall be removed or replaced by Grantee in such manner as shall be directed by Grantor so that the same shall not interfere with the said public work of the Grantor, as determined by Grantor, and such removal or replacement shall be at the expense of Grantee herein. Should, however, any utility company or other entity be reimbursed for relocation of its facilities as part of the same project that requires Grantee to remove its facilities, Grantee shall be reimbursed upon the same terms and conditions as such utilities or other entities.

4.09 **No Waiver of Liability.** Nothing contained in this Agreement shall relieve any person from liability arising out of the failure to exercise reasonable care to avoid injuring Grantee's facilities while performing any work connected with grading, regrading, or changing the line

of any street or public place or with the construction or reconstruction of any sewer or water system.

SECTION 5

SYSTEM DESIGN AND CONSTRUCTION STANDARDS

5.01 System Design.

Grantee shall maintain its Cable System at 750 MHz in accordance with all FCC regulations throughout the term of this Franchise.

5.02 Technical Standards. The system shall be designed, constructed and operated in full conformance with the technical standards of the Federal Communications Commission, the New York State Public Service Commission, and the National Electric Code (National Board of Fire Underwriters).

5.03 Signal Quality. The system shall produce a picture that is consistent with Federal Communications Commission and NTSC standards.

5.04 Interference Prohibited. It shall be the duty of Grantee to erect and maintain its transmission and distribution facilities so as not to interfere with television reception of those persons who are non-users of Grantee's cable facilities.

5.05 Special Testing. The Grantee shall be required to conduct such tests as required by the Federal Communications Commission. No other testing shall be required of Grantee. The Grantor shall be free to conduct its own testing as it deems is warranted, and at its own expense, but such testing shall have no bearing on Grantee's status as Grantee unless such test requirements are no longer preempted by the Federal Communications Commission.

5.06 Construction Standards.

- A. All installation of electronic equipment shall be of a permanent nature, durable and installed in accordance with the provisions of the National Electric Code (National Board of Fire Underwriters).
- B. Antennas and their supporting structures (towers) shall be painted, lighted, erected and maintained in accordance with all applicable rules and regulations of the Federal Aviation Administration and all other applicable state and local laws, codes and regulations.
- C. All of Grantee's plant and equipment, including, but not limited to, the antenna site, headend and distribution system, towers, house connections, structures, poles, wire, cable coaxial cable, fixtures and appurtenances shall be installed, located, erected, constructed, reconstructed, replaced, removed, repaired, maintained and operated in accordance with good engineering practices, performed by experienced maintenance and construction personnel so as not to endanger or interfere with improvements

Grantor may deem appropriate to make or to interfere in any manner with the rights of any property owner, or to unnecessarily hinder or obstruct pedestrian or vehicular traffic.

- D. Grantee shall at all times employ reasonable care and shall install and maintain in use commonly accepted methods and devices for preventing failures and accidents which are likely to cause damage, injury, or nuisances to the public; and Grantor's streets and public ways shall be properly protected at all times with suitable barricades and other protective devices to protect all members of the public.

- 5.07 **Construction Codes and Permits.** Grantee shall obtain all required permits from the Grantor before commencing any work requiring a permit, including the opening or disturbance of any street, or public property or public easement within the community. Grantee shall strictly adhere to all building and zoning codes currently or hereafter applicable to construction, operation or maintenance of the system in the Grantor Community.

SECTION 6 COMMUNITY SERVICES PROVIDED

- 6.01 **Schools and Grantor Facilities.** Grantee shall install, without charge, a cable connection and one outlet in each public and private elementary and secondary school, public library, fire and police station, and municipal building located within one hundred fifty (150) feet of Grantee's distribution plant and listed in **Exhibit A** and Grantee will provide, free of charge, Basic and CableValue Service to such outlets. Grantee will bring its connection to a specified exterior demarcation point mutually agreed upon by Grantee and such institution. Grantee will not be required to bear the expense of any installation beyond a 150-foot service drop. Any additional costs shall be borne by the requesting institution on a time-and-materials basis.
- 6.02 **Emergency Use.** Grantee will comply with the FCC's Emergency Alert System requirements throughout the term of this Franchise and shall cooperate with the Grantor Community during any period of emergency or disaster.
- 6.03 **Access Channel(s).** Grantee agrees to comply with Section 595.4 of the New York State Public Service Law.

SECTION 7 COMPLIANCE AND REPORTING PROVISIONS

- 7.01 **Books and Records.** Grantee agrees that Grantor may inspect, upon two (2) weeks' written notice, at any time during normal business hours at the Cable System office, all books, records, maps, plans and equipment which are reasonably necessary to monitor compliance with the terms of this Agreement. Such records shall include, but shall not be limited to, any public records required to be kept by Grantee pursuant to the rules and regulations of the FCC. Notwithstanding anything to the contrary set forth herein, Grantee shall not be required to disclose information which it reasonably deems to be proprietary or confidential in nature, to the extent provided by law.
- 7.02 **Maps.** Grantee shall maintain on file for Grantor to review a current strand map or set of strand maps showing the location of all cable installed in the Public Ways. Upon request of Grantor, copies of strand maps will be provided to Grantor.

SECTION 8 OPERATIONS AND MAINTENANCE

- 8.01 **Cable Connections.** Grantee shall provide cable service to any household requesting cable service within that area seven (7) days from the date of request, provided that the household is located within 150 feet of the existing system and the installation is standard.
- 8.02 **Fees and Charges.** Grantee may make such charges for services to subscribers as permitted by the Communications Act, the rules and regulations of the FCC, and the rules and regulations of the New York State Public Service Commission, including monthly fees for Basic Service, optional tiers of programming services, and premium programming; installation, disconnection and reconnection charges; advanced or pre-paid services; promotional campaigns; converter rentals; refunds; late payment charges; and any matter dealing with rates not specifically mentioned herein. Under this Section 8.02, neither party surrenders any other rights or obligations due them under any other federal, state or local statute, rule or regulation.

Grantee at all times shall keep on file with Grantor a schedule of rates. If at any time any change is made in the schedule of rates, such change or changes shall also be filed with Grantor such that Grantor will always have on file a list of the current charges made to subscribers.

- 8.03 **Customer Service Standards.** Grantee will comply with the customer service standards promulgated by the FCC in accordance with Section 632 of the Communications Act.

- A. Grantee shall maintain an office at a location of its choice that shall be open during normal business hours. Grantee shall maintain a locally listed, toll-free telephone number to receive Subscriber inquiries and complaints, and the Grantee shall notify Subscribers of this telephone number on a periodic basis. Grantee shall provide trained representatives to respond to Subscriber telephone inquiries, service requests and complaints twenty-four (24) hours a day, seven (7) days a week.
- B. Grantee shall render efficient service, make repairs promptly and interrupt service only for good cause and for the shortest time possible. Except in an emergency, Grantee shall attempt to give affected Subscribers at least 24 hours' notice of any interruption of Cable Service for purposes of maintenance or repair, when disruption of service to fifty (50) or more Subscribers may occur. Grantee shall give such notice as is reasonable in the circumstances, by suitable information bulletins.
- C. In accordance with Part 596.8 of the Commission's Rules and Regulations, upon notification of a Subscriber's service problem, Grantee will initiate investigative action in response to such call on the same day received, if possible. In all events Grantee shall, within one (1) business day after such notification, dispatch a qualified employee to investigate the complaint and adjust, repair or replace Grantee's equipment as necessary to resolve the complaint.
- D. Grantee agrees to respond to all complaints within ten (10) business days of receipt. Grantee shall follow all applicable federal regulations in responding to complaints by Subscribers.

8.04 Subscriber Billing.

- A. The Subscriber's bill shall contain the following information presented in plain language and format:
 - i. Name and address of Grantee;
 - ii. The period of time over which each chargeable service is billed including prorated periods as a result of the establishment and termination of service;
 - iii. Each rate of charge levied;
 - iv. The amount of the bill for the current billing period, separate from any balance;
 - v. Grantee's telephone number and a statement that the Subscriber may call this number with any questions or complaints about the bill; and
 - vi. The date on which payment is due from the Subscriber.

- B. Grantee shall notify each of its Subscribers, through the written service information, of its billing practices. The service information shall describe Grantee's billing practices including, but not limited to, the following: frequency of billing, time periods upon which billing is based, advance billing practices, security deposit requirements, charges for late payments or returned checks, payments necessary to avoid account delinquency, availability of credits for service outages, and procedures to be followed to request service deletions, including the notice period a subscriber must give to avoid liability for such services.
 - C. Grantee shall provide written notice to each initial Subscriber and, on an annual basis to all Subscribers, explaining the procedures for reporting and resolving complaints and billing disputes. Such notice shall comply with the Commission's Rules and Regulations.
 - D. Grantee will adhere to the Commission's Rules and Regulations with respect to issuance of credits to Subscribers for service outages.
- 8.05 **Itemization of Subscriber Bills; Pass Through of Costs.** Grantee shall at all times have the right to pass through to Subscribers and other users of the Cable System all direct and related expenses required by this Franchise to the extent such costs may permissibly be passed through pursuant to governing federal law or regulation, and to itemize on Subscribers' and other users' bills those costs or fees set forth in Section 622(c) of the Communications Act, 47 U.S.C. § 542(c).
- 8.06 **Parental Control Devices.** Grantee shall provide to any Subscriber, upon request, a parental control device that allows any channel or channels to be locked out. Grantee shall be entitled to charge a reasonable fee for the device and the installation charge.

SECTION 9 FRANCHISE FEE

- 9.01 **Amount.** As compensation for the Franchise granted herein and in consideration of the permission to use the streets and public ways of Grantor for the construction, maintenance, and reconstruction and operation of a cable television system in the Grantor Community, Grantee shall pay to Grantor five percent (5 %) of its Gross Annual Revenues derived from operation of the Cable System within the Franchise Area, less amounts assessed to the Grantee by the New York State Public Service Commission pursuant to Sections 217 and 218 of the New York State Public Service Law and in accordance with Section 626 of the New York State Real Property Tax Law.
- 9.02 **Payment Period.** Payments due the Grantor under this provision shall be computed and paid annually by March 15. Each payment shall be accompanied by a report showing Gross Annual Revenues broken down by service level.

SECTION 10
CORPORATE LIABILITY; INDEMNIFICATION

10.01 Indemnification.

- A. Grantee shall indemnify and save harmless the Grantor for all damages, losses, costs, charges and penalties which result from Grantee's installation, operation or maintenance of the Cable System in the Grantor Community. However, nothing herein contained shall be construed to relieve Grantor from any and all liability due to its own negligence.
- B. Grantor shall give Grantee timely written notice of the making of any claim or of the commencement of any action, suit or other proceeding covered by the indemnity in this Section 10.01. In the event any such claim arises, the Grantor shall tender the defense thereof to Grantee, and Grantee shall have the right to defend, settle or compromise any claims arising hereunder and the Grantor shall cooperate fully herein. If Grantor determines in good faith that its interests cannot be represented by Grantee, Grantee shall be excused from any obligation to represent Grantor.

10.02 Liability Insurance.

- A. Grantee, by its acceptance of this Franchise, specifically agrees that it shall maintain throughout the term of this Franchise liability insurance insuring the Grantor and the Grantee in regard to all damages covered by 10.01 above in the minimum amounts of:
 - i. One Million Dollars (\$1,000,000.00) for bodily injury or death to any one (1) person;
 - ii. Three Million Dollars (\$3,000,000.00) for bodily injury or death resulting from any one (1) accident;
 - iii. Three Million Dollars (\$3,000,000.00) for all other types of liability.
- B. The Grantee shall also carry such insurance as it deems necessary to protect it from all claims under Worker's Compensation laws.
- C. All insurance policies required by this Agreement shall be issued by a company licensed to do business in the State of New York, and shall remain in full force and effect for the term of this Agreement. Such insurance policy or policies shall list Grantor as additional insured and provide that Grantor should be notified thirty (30) days prior to any expiration or cancellation. A certificate of insurance evidencing that a satisfactory insurance policy has been obtained shall be filed with the Clerk of the Grantor, upon request.

SECTION 11 PUBLIC HEARINGS

Grantee shall participate in public hearings to be called by the Grantor for the purpose of allowing public input to both parties. These hearings may be held at the discretion and request of Grantor but shall not exceed, unless an emergency arises, one (1) per calendar year.

SECTION 12 ASSIGNMENT OR TRANSFER

Grantee shall have the right to assign its rights and privileges hereunder, subject to the terms and conditions herein imposed, such assignment to become effective only upon the Assignee's filing with the Grantor a written acceptance of the rights and subject to the terms and conditions herein imposed and subject to the approval of the Grantor, whose approval shall be limited to an examination of the legal, technical and financial qualifications of the assignee in accordance with the Cable Act and FCC rules and regulations. Such approval by Grantor shall not be unreasonably withheld. Notwithstanding the above requirements, the Grantee shall have the right to freely assign its rights and privileges hereunder, without the consent of the Grantor but upon written notice, to any entity controlled by, in control of, or under common control with the Grantee or that acquires all or substantially all of the assets or a majority of the voting stock or other equity interests of the Grantee by way of consolidation, merger or reorganization or to transfer the assets or stock of the Grantee to a financial institution as security for refinancing purposes.

SECTION 13 ENFORCEMENT

13.01 Notice of Default. Whenever Grantor believes that Grantee has allegedly violated one (1) or more material terms, conditions or provisions of this Franchise, a written notice shall be given to Grantee. The written notice shall describe in reasonable detail the alleged violation so as to afford Grantee an opportunity to remedy the violation. Grantee shall have thirty (30) days subsequent to receipt of the notice in which to either correct the violation or, if the violation cannot be corrected within the thirty (30) day period, to have commenced and be diligently pursuing corrective action. Grantee may, within fourteen (14) business days of receipt of notice, notify Grantor that there is a dispute as to whether a violation or failure has, in fact, occurred. Such notice to Grantor shall specify with particularity the matters disputed by Grantee and shall stay the running of the above-described time.

- A.** In the event that Grantee provides such notice, Grantor's Town Board shall hear Grantee's dispute at a regularly or specially scheduled meeting. Grantee shall have the right to subpoena and cross-examine witnesses. The Board shall determine if

Grantee has committed a violation and shall make written findings of fact relative to its determination. If a violation is found, Grantee may petition for reconsideration.

- B. If after hearing the dispute the claim is upheld by the Board, Grantee shall have thirty (30) business days from such a determination to remedy the violation or failure.
- C. The time for Grantee to correct any alleged violation shall be extended if the necessary action to correct the alleged violation is of such a nature or character to require more than thirty (30) days within which to perform provided Grantee commences the corrective action within the thirty (30) day period and thereafter uses reasonable diligence to correct the violation.
- D. Notwithstanding the above provisions, Grantee does not waive any of its rights under federal law and may appeal any determination by the Board to a court of the competent jurisdiction.

13.02 Franchise Revocation. In addition to all other rights which Grantor has pursuant to law or equity, Grantor reserves the right to revoke, terminate or cancel this Franchise, and all rights and privileges pertaining thereto in accordance with the following procedures and applicable federal law, in the event that:

Grantee violates a material provision of this Franchise after being notified of such violation and being given time to cure or refute the alleged violation.

13.03 Revocation Procedures. In the event that the Town Board determines that Grantee has violated any material provision of the Franchise, the Board may make a written demand on Grantee that it remedy such violation and that continued violation may be cause for revocation. If the violation or breach is not remedied within thirty (30) days following such demand or such other period as is reasonable, the Board shall determine whether or not such violation or breach by Grantee is due to acts of God or other causes which result from circumstances beyond Grantee's control. Such determination shall not unreasonably be withheld.

- A. A public hearing shall be held and Grantee shall be provided with an opportunity to be heard upon fourteen (14) business days written notice to Grantee of the time and the place of the hearing. The causes for pending revocation and the reasons alleged to constitute such cause shall be recited in the notice. Said notice shall affirmatively recite the causes that need to be shown by Grantor to support a revocation.
- B. If after notice is given and, at Grantee's option, after a full public proceeding is held, the Board determines there is a violation or breach by Grantee, the Board shall direct Grantee to correct or remedy the same within such reasonable additional time, in such manner and upon such reasonable terms and conditions as the Board may direct.

- C. If after a public hearing the Board determines that Grantee's performance of any of the terms, conditions, obligations, or requirements of Franchise was prevented or impaired due to any cause beyond its reasonable control or not reasonably foreseeable, such inability to perform shall be deemed to be excused and no penalties or sanctions shall be imposed as a result thereof, provided Grantee has notified Grantor in writing within thirty (30) days of its discovery of the occurrence of such an event. Such causes beyond Grantee's reasonable control or not reasonably foreseeable shall include, but shall not be limited to, acts of God, civil emergencies and labor strikes.
- D. If, after notice is given and, at Grantee's option, a full public proceeding is held, the Board determines there was a violation or breach, then Grantor may declare, by resolution, the Franchise revoked and canceled and of no further force and effect unless there is compliance within such period as Grantor may fix, such period not to be less than thirty (30) days.
- E. If, after notice is given and a full public proceeding is held and appeal is exhausted, the Grantor declares the Franchise breached, the parties may pursue any other remedy, legal or equitable. Grantee may continue to operate the system until all legal appeals procedures have been exhausted.

Notwithstanding the above provisions, Grantee does not waive any of its rights under federal law or regulation.

SECTION 14 FORECLOSURE OR RECEIVERSHIP

- 14.01 **Foreclosure.** Upon the foreclosure or other judicial sale of the system, Grantee shall notify Grantor of such fact and such notification shall be treated as a notification that a change in control of Grantee has taken place.

SECTION 15 RIGHTS OF INDIVIDUALS PROTECTED

- 15.01 **Discriminatory Practices Prohibited.** Grantee shall not deny service, deny access, or otherwise discriminate against subscribers on the basis of race, color, religion, national origin, sex, or age. Grantee will comply at all times with all applicable federal, state and Grantor laws, and all executive and administrative orders relating to nondiscrimination. Grantee shall adhere to the equal employment opportunity requirements of the FCC.
- 15.02 **Subscriber Privacy.** Grantee shall comply with all privacy provisions of Section 631 of the Communications Act, 47 U.S.C. § 543, as amended.

**SECTION 16
MISCELLANEOUS**

- 16.01 Savings Clause.** Except as otherwise provided for herein, the Rules and Regulations of the New York State Public Service Commission shall be binding upon the parties.
- 16.02 Pre-Emption of Local Regulatory Authority.** Grantor and Grantee specifically acknowledge that State and Federal Laws have been enacted which may restrict, limit or foreclose Grantor's rights to regulate various aspects of Grantee's conduct during the course of construction, operation and maintenance of a cable television system or to impose various conditions in granting such franchise.
- 16.03 Severability.** If any term, condition or provision of this Agreement shall, to any extent, be held to be invalid or unenforceable, such holding shall not affect the validity of the remaining portions hereof, and this Franchise shall in all other respects continue to be effective. In the event that such law, rule or regulation is subsequently repealed, rescinded, amended or otherwise changed so that the provision which had been held invalid or modified is no longer in conflict with the law, rules and regulations then in effect, said provision shall thereupon return to full force and effect and shall thereafter be binding on Grantee and the Grantor. However, in the event that the FCC or the Commission declares any paragraph, subparagraph, sentence, clause, or phrase invalid, then such paragraph, subparagraph, sentence, clause, or phrase will be re-negotiated by the Grantee and the Grantor.
- 16.04 Notice.** Unless expressly otherwise agreed between the parties, every notice or response to be served upon Grantor or Grantee shall be in writing, and shall be deemed to have been duly given to the required party five (5) business days after having been posted in a properly sealed and correctly addressed envelope by certified or registered mail, postage prepaid, at a Post Office or branch thereof regularly maintained by the U.S. Postal Service or by an overnight delivery service.

Any notice or response to Grantor shall be addressed as follows:

TOWN OF PENDLETON
Attn: Town Supervisor
6570 Campbell Blvd.
Lockport, NY 14094-9229

Any notice or response to Grantee shall be addressed as follows:

Adelphia Cable Communications
Attn: Legal Department
200 Minuteman Road, Suite 102
Andover, MA 01810

With a copy to:


Adelphia Cable Communications
Attn: General Manager
355 Chicago Street
Buffalo, New York 14204

Grantor and Grantee may designate such other address or addresses from time to time by giving notice to the other.

- 16.05 **Force Majeure.** With respect to any default or noncompliance with which could result in the imposition of a financial penalty, forfeiture or other sanction upon Grantee, such violation or noncompliance will be excused where such default or noncompliance is the result of an Act of God, war, civil disturbance, strike or other labor unrest, or any event beyond Grantee's reasonable control or not reasonably foreseeable.
- 16.06 **Reservation of Rights.** Acceptance of the terms and conditions of this Franchise will not constitute, or be deemed to constitute, a waiver, either expressly or impliedly, by Grantee of any constitutional or legal right which it may have or may be determined to have, either by subsequent legislation or court decisions. The Grantor hereby acknowledges that Grantee reserves all of its rights under applicable Federal and State Constitutions and laws.
- 16.07 **Entire Agreement.** This Franchise is the entire agreement of the parties relating to the subject matter hereof, supersedes all prior understandings and may not be modified except in writing signed by both parties.
- 16.08 **Descriptive Headings.** The headings to Sections contained herein are for convenience and reference purposes only and shall not affect in any way the meaning of interpretation of this Franchise.
- 16.09 **Calculation of Time.** Where the performance or doing of any act, duty, matter, payment or thing is required hereunder and the period of time or duration for the performance or during thereof is prescribed and fixed herein, the time shall be computed so as to exclude the first and include the last day of the prescribed or fixed period or duration of time. When the last day of the period falls on Saturday, Sunday or a legal holiday, that day shall be omitted from the computation.
- 16.10 **Commission Consent.** Both parties acknowledge that the terms of the Franchise Agreement are subject to the approval by the Public Service Commission in accordance with Section 595.1(r) of the New York State Public Service Law.

IN WITNESS WHEREOF, the parties by their duly authorized representatives have affixed their signatures and seals.

TOWN OF PENDLETON, NEW YORK

By: 
Its: Supervisor
(title)
Date: 8/19/04

PARNASSOS L.P.
d/b/a Adelphia Cable Communications


By: 
Robert G. Wahl
Its: Senior V.P. Operations
Northeast Region
Date: August 24, 2004

EXHIBIT A

APPLICATION FOR RENEWAL OF FRANCHISE
OR CERTIFICATE OF CONFIRMATION

1. The exact legal name of applicant is: **Parnassos, L.P.**
2. Applicant does business under the following trade name or names:

Adelphia Cable Communications

3. Applicant's mailing address is:

Regional:

**Adelphia Cable Communications
Attn: Legal Department
200 Minuteman Road, Suite 102
Andover, MA 01810**

Local:

**Adelphia Cable Communications
Attn: General Manager
355 Chicago Street
Buffalo, NY 14204**

4. Applicant's telephone number(s) is (are):
**(978) 557-2056
Kim Hayden/Franchise Coordinator**

**(716) 558-8545
Jeanne Coleman/General Manager**

5. (a) This application is for a renewal of operating rights in the **Town of Pendleton**.
(b) Applicant serves the following additional municipalities from the same headend:

PLEASE SEE ATTACHED LIST A

6. The number of subscribers in each of the municipalities noted above is:

PLEASE SEE ATTACHED LIST A

Primary Connection
Second sets
Cinemax
Disney
HBO
Showtime
Movie Channel

7. The attachment of signals are regularly carried by the applicant's cable system
(where signals are received other than by direct off-air pickup, please so indicate):

PLEASE SEE ATTACHMENT 1. – Channel Line Up

- 24/7 – 13 hours of locally produced programming aired during prime time and 11 hours of paid programs and company promotions generally airing during overnight and early morning hours.**

- Primary connections: Broadcast: \$ 6.70; Standard: \$47.19**
(includes Broadcast and Satellite)

a.	Cinemax	\$15.95
b.	Disney	N/A
c.	HBO	\$15.95
d.	Showtime	\$15.95
e.	TMC	\$15.95

- ## Town of Pendleton - 0

- We have added HDTV and DVR equipment, along with a significant number of digital channels, sports packages, adult programming and a Spanish tier to our programming line-up.**

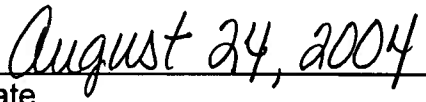
- (a) Current Statement of Assessment pursuant to Section 217 of the Public Service Law? Yes ☒ No ☐

2

13. Has any event or change occurred during the past twelve months which has had, or could have, a significant impact upon applicant's ability to provide cable television service? Yes ____ No X

Federal and state regulations may have an effect on Adelphia's provision of cable television service. Regulations may force Adelphia to carry certain stations and it may therefore be necessary for Adelphia to drop other programming. The increased operating costs associated with the compliance with legislation, and the uncertainty of its effect on programming have slowed decisions regarding new programming. We look forward to the challenges ahead.


Signature


Date

LIST A

Headend List / No. of Subs

Municipalities Served by Lackawanna Headend - LIST A - Headend List/No. of Subs									
Municipalitiy	Corp.	Mgt or F/T Area	Basic	Digital	Modem	HBO	MAX	SHOW	Starz/Enc
C - Lackawana	1610	M - 30	4,356	1475	1130	1361	504	534	727
V - Blasdell	1610	M - 31	737	236	233	180	65	72	90
T - Hamburg	1610	M - 32	10458	3983	4124	3404	1290	1346	1646
T - Cheektowaga	1610	M - 33	19527	6503	6102	6073	2241	2339	2864
T - W. Seneca	1610	M - 34	11543	3779	3618	3352	1179	1215	1465
V - Sloan	1610	M - 35	953	275	220	264	102	107	122
T - Amherst	1610	M - 36	26488	11431	13491	10548	3777	4007	4750
V - Williamsville	1610	M - 37	1585	567	579	463	159	167	212
T - Tonawanda	1610	M - 38	16403	5815	5909	5336	1814	1947	2374
V - Kenmore	1610	M - 39	4086	1544	1350	1418	417	449	563
V - Hamburg	1610	M - 40	2487	938	943	758	263	289	350
V - Depew	1610	M - 41	4108	1353	1292	1197	431	459	559
C - Tonawanda	1610	M - 42	3748	1283	1101	1190	383	398	519
T - Eden	1610	M - 45	1481	545	572	387	146	152	183
T - Boston	1610	M - 46	1598	585	637	454	170	188	229
T - Grand Island	1610	M - 57	4353	2023	2293	1690	645	668	792
T - Wheatfield	1616	M - 1	3423	1238	1393	1071	389	402	499
T - Pendleton	1616	M - 2	1201	467	587	364	134	139	160
C - N. Tonawanda	1616	M - 3	7414	2538	2457	2197	766	846	1027
C - Niagara Falls	1616	F - 5	12542	4157	2662	4091	1259	1462	1969
V - Lewiston	1616	F - 6	1058	327	308	293	88	89	117
T - Lewiston	1616	F - 7	2800	1076	1098	975	319	358	409
T - Niagara	1616	F - 8	2096	749	641	727	240	273	324
V - Cambria	1616	F - 14	839	342	351	248	97	96	114
V - Youngstown	1616	F - 15	562	196	206	165	56	58	72
T - Porter	1616	F - 16	920	376	397	299	99	90	121
T - Wilson	1616	F - 17	647	267	256	184	70	81	97
V - Wilson	1616	F - 18	277	101	91	77	29	36	44
C - Lockport	1616	F - 30	5139	1841	1366	1201	529	549	779
T - Lockport	1616	F - 31	3538	1411	1439	902	367	424	570
T - Newfane	1616	F - 34	1673	632	617	387	191	199	249
T - Somerset	1616	F - 35	160	60	53	30	19	19	26
V - Barker	1616	F - 36	96	40	47	27	11	13	19
V - Lancaster	1616	F - 49	2782	940	800	619	261	292	376
T - Lancaster	1616	F - 50	5129	2288	2288	1645	719	744	836
T - Clarence	1616	F - 51	6315	2891	3476	2152	948	970	1093
V - Orchard Park	1616	F - 53	1026	409	417	293	114	136	158
T - Orchard Park	1616	F - 54	5829	2630	2862	1913	858	905	1012
T - Elma	1616	F - 55	2616	1036	1098	709	333	365	414
T - Aurora	1616	M - 61	1544	651	726	406	201	212	232
V - E. Aurora	1616	M - 62	1456	555	529	364	132	136	190
T - Colden	1616	M - 63	496	231	225	132	62	63	74
T - Holland	1616	M - 64	520	234	212	150	77	76	93
T - Wales	1616	M - 65	419	186	183	115	50	64	70

Municipalities Served by Lackawanna Headend - LIST A - Headend List/No. of Subs									
Municipality	Corp.	Mgt or F/T Area	Basic	Digital	Modem	HBO	MAX	SHOW	Starz/Enc
	1653	F - 1	264	88	71	30	15	17	37
	1653	F - 2	456	108	89	49	22	27	47
	1653	F - 3	1383	272	345	133	52	59	114
	1653	F - 4	260	80	62	27	21	19	38
	1653	F - 5	781	236	201	105	50	46	92
	1653	F - 6	168	54	43	30	12	12	22
	1653	F - 7	322	64	58	37	15	17	28
	1653	F - 8	17	8	5	1	0	2	3
	1653	F - 9	139	39	22	14	6	7	14
T - Evans	1653	F - 10	3178	1281	1147	877	376	433	590
V - Angola	1653	F - 11	483	190	155	128	57	59	88
V - Farnham	1653	F - 12	88	36	21	25	9	11	14
T - Brant	1653	F - 13	155	59	42	36	18	15	32
T - Yorkshire	1653	F - 66	294	107	81	56	30	42	59
V - Delevan	1653	F - 67	249	80	80	43	24	32	48
T - Machias	1653	F - 68	289	94	64	54	26	35	59
T - Sardinia/Chaffe	1653	F - 69	154	43	36	32	9	10	15
V - Springville	1653	F - 70	996	316	258	196	86	84	134
T - E. Concord/Gle	1653	F - 71	296	115	105	83	36	37	45
V - Arcade	1653	F - 72	470	150	136	92	31	34	58
T - Freedom/Sand	1653	F - 73	73	25	25	18	9	8	12
T - Arcade	1653	F - 74	155	45	35	26	11	9	16
V - Gowanda	1653	F - 75	757	233	162	148	59	77	114
- Collins	1653	F - 76	369	127	100	92	34	32	51
T - Perrysburg	1653	F - 77	87	26	17	15	7	7	10
T - Persia	1653	F - 78	22	9	5	9	7	7	10
V - N. Collins	1653	F - 79	242	93	74	73	20	24	30
T - Lawton/N. Colli	1653	F - 80	90	30	31	20	8	9	12
V - Perrysburg	1653	F - 81	42	13	20	8	2	2	4

Jeanne Coleman

Darlene Lake

ATTACHMENT 1

Signals / Channel Line Up

WNY Suburban

(excludes city of Buffalo)

Broadcast Basic

2	WGRZ Buffalo
3	WNED Buffalo
4	WIVB Buffalo
6	WUTV Buffalo
7	WKBW Buffalo
8	WNYO Buffalo
9	C-SPAN
10	Eternal Word Television Network
11	WNGS Springville
12	WNYB 26 Jamestown
13	Adelphia Channel 13 / Leased Access
14	Quality, Value, Convenience
15	CFTO Toronto
16	WNLO Buffalo
17	CBLT Toronto
18	WPXJ Batavia
19	C-SPAN2
20	Public Access
21	Educational Access
22	Government Access
95	TV Guide Channel

Expanded Basic

23	WTBS Atlanta
24	Turner Network Television
25	Empire Sports Network
26	ESPN
27	ESPN2
28	Madison Square Garden
29	Lifetime Television
30	CNN
31	Headline News
32	FOX News Channel
33	CNBC

34	MSNBC
35	Court TV
36	USA Network
37	TV Land
38	Sci-Fi Channel
39	The Learning Channel
40	Discovery Channel
41	The History Channel
42	Arts & Entertainment
43	ABC Family Channel
44	Nickelodeon
45	Disney Channel
46	Cartoon Network
47	Animal Planet
48	American Movie Classics
49	The Weather Channel
50	Food Network
51	Home & Garden Television
52	Travel Channel
53	Bravo
54	Entertainment Television
55	Comedy Central
56	Turner Classic Movies
57	FX Network
58	Country Music Television
59	Black Entertainment TV
60	MTV
61	VH1
62	Spike TV
68	Oxygen
69	Hallmark
70	Yankees Ent & Sports Network
98	STYLE
99	Home Shopping Network

1-888-683-1000

www.adelphia.com

Adelphia

Adelphia

Adelphia Channel Lineup

Digital Basic

101	Discovery Kids
102	The Science Channel
103	Discovery Home & Leisure
104	Discovery Times
105	Discovery Health
106	Discovery Wings
107	Game Show Network
108	FOX Movies
109	BBC America
110	Goodlife Television
111	FUSE
112	I-Life-TV
113	Lifetime Movie Network
115	MTV2
116	Great American Country
117	The Word Network
119	Toon Disney
120	National Geographic
121	The Golf Channel
122	Speed Channel
123	FitTV
124	Women's Entertainment
125	FOX Sports World
126	SoapNet
128	Bloomberg
129	Tech TV
135	MBC
145	Do It Yourself Network
152	Nick Games & Sports
153	Nick 2
154	Noggin
155	Nick Toons
156	VH1 Classic Rock
157	MTV Jams
159	VH1 Country
160	MTV Hits
161	VH1 Mega Hits
163	VH1 Soul
281	MTV Espanol

Digital Plus

137	FLIX
138	ESPN News
139	ESPN Classic
140	Outdoor Life Network

141	Outdoor Channel
142	International Channel
143	Biography Channel
144	History Channel International
147	Independent Film Channel
148	Sundance
149	FOX Sports Atlantic
150	FOX Sports Central
151	FOX Sports Pacific

Spanish Tier*

280	VHUno (VH1 in Espanol)
281	MTV Espanol
282	Telenoticias International
283	Discovery en Espanol
284	CineLatino
285	Sorpresa!
286	FOX Sports World Espanol
287	CNN Espanol
288	Toon Disney Espanol
289-296	Spanish DMX

Digital Pay-Per-View*

300	Digital Pay-Per-View Info
301-320	PPV Hits
340	Playboy Subscription Service
341	Playboy PPV
342	Hot Network PPV
343	Spice PPV
344	Spice 2 PPV
347	Spice Live PPV
348	Spice Platinum PPV
349	Spice Hot PPV
350	Hot Zone PPV
501-540	Sports PPV

High Definition Channels**

702	NBC HD - WGRZ 2 Buffalo
704	CBS HD - WIVB 4 Buffalo
717	PBS HD - WNED 17 Buffalo
750	HBO-HD
751	SHOWTIME-HD
752	STARZ-HD
753	CINEMAX-HD
770	HDNet
771	HDNet Movies
772	ESPN-HD

Digital Music

401	Showcase
402	Today's Country
403	Classic Country
404	Bluegrass
405	R&B and Hip-Hop
406	Classic R&B
407	Smooth R&B
408	R&B Hits
409	Rap
410	Metal
411	Rock Hits
412	Arena Rock
413	Classic Rock
414	Alternative
415	Retro-active
416	Electronica
417	Dance
418	Adult Alternative
419	Soft Rock
420	Hit List
421	Party Favorites
422	'90s
423	'80s
424	'70s
425	Solid Gold Oldies
426	Singers & Standards
427	Big Band & Swing
428	Easy Listening
429	Smooth Jazz
430	Jazz
431	Blues
432	Reggae
433	Soundscapes
434	Classical Masterpieces
435	Opera
436	Light Classical
437	Show Tunes
438	Contemporary Christian
439	Gospel
440	Radio Disney
441	Sounds of the Season
442	Musica Urbana
443	Salsa y Merengue
444	Rock En Espanol
445	Pop Latino

Digital Premiums



201	HBO
202	HBO2
203	HBO Signature
204	HBO Family
205	HBO Comedy
206	HBO Zone



211	Cinemax
212	MoreMax
213	Actionmax
214	ThrillerMax
215	Women's Max
216	@Max
217	5 Star Max
218	OuterMax



137	FLIX
221	Showtime
222	Showtime Too
223	Showtime Showcase
224	Showtime Extreme
231	The Movie Channel
232	The Movie Channel xtra



241	STARZ!
243	STARZ! 2
244	STARZ! Family
245	STARZ! Cinema
246	Black STARZ!
247	Encore
248	Encore Love Stories
249	Encore Westerns
250	Encore Mystery
251	Encore True Stories
252	Encore Action
253	Encore WAM!

Channel Availability subject to change. *Not all channels available in all areas.

**Digital Premium Channel required to receive some channels.

Adelpha Classic Cable

Adelphia Classic Cable forms the foundation for the valuepaks and includes all your local channels as well as a wide selection of cable favorites.

Add High-Speed Internet service for only \$42.95

Bronzepak

Add to Adelphia Classic Cable the world of digital cable ... with bronzepak you get crystal-clear digital channels, an interactive program guide and up to 45 channels of digital-quality music!

Add High-Speed Internet service for only \$37.95

Silverpak

All the features of the bronzepak PLUS your choice of any one multi-channel premium! This is an ideal package for anyone in your family!

Your choice of 1 multi-channel Premium Service.

Add High-Speed Internet service for only \$32.95

Goldpak

All the features of the silverpak along with Digital Plus and your choice of any two multi-channel premiums! Whether it's movies, sports or original programs, this is the package for you!

Your choice of 2 multi-channel Premium Services.

Add High-Speed Internet service for only \$32.95

Ultimatepak

When nothing short of the ultimate viewing experience will do, you've got to have the ultimatepak. Includes all the features of the goldpak PLUS all four multi-channel premiums!

All 4 multi-channel Premium Services.

Add High-Speed Internet service for only \$27.95

Choose from any of these multi-channel Premium Services



Combine High-Speed Internet with any Adelphia valuepak and you get an Advantagepak. One bill, one company, on great way to save!

Adelphia

Erie & Niagara County

Services

Adelphia Classic Cable	Monthly \$47.19
Additional Outlets with Adelphia Classic Cable	FREE

Valuepaks*

(Add to Adelphia Classic Cable)

Bronzepak	Monthly* \$11.45
Silverpak	\$21.45
Goldpak	\$32.45
Ultimatepak	\$46.45
Adelphia Classic Advantagepak with High-Speed Internet	\$42.95
Bronze Advantagepak with High-Speed Internet	\$49.40
Silver Advantagepak with High-Speed Internet	\$54.40
Gold Advantagepak with High-Speed Internet	\$65.40
Ultimatepak with High-Speed Internet	\$74.40
Digital Premiums**	\$15.95
Digital Plus**	\$10.00
Spanish Tier**	\$8.00
High-Speed Internet without Cable Service.	\$54.95

*Adelphia Classic Cable required to receive Valuepaks or Advantagepaks.

Equipment Charges

Primary Outlet:	Monthly
Digital Home Terminal	\$3.50
DVR Terminal	\$7.95
DVR Service with Valuepak	\$4.95
DVR Service without Valuepak	\$9.95
HDTV Terminal	\$7.95
HDTV/DVR Combo Terminal	\$7.95
Modem Lease	\$3.00
Additional Outlets (each):	
Digital Home Terminal	\$6.50
DVR Terminal	\$10.95
HDTV Terminal	\$10.95
HDTV/DVR Combo Terminal	\$9.95
Modem Lease	\$3.00

Pay-Per-View Services**

Adelphia iN DEMAND Movies (each)	\$3.95
Adelphia iN DEMAND Special Events	varies
Playboy Channel (monthly services)	\$19.95
Adult Programming Pay-Per-View	\$9.95

**Digital Home Terminal required.

Adelphia

Adelphia Rate Card

Sports Packages

MLB Extra Innings (Major League Baseball)	April – September
ESPN GamePlan (College Football)	September – November
NHL Center Ice (Professional Hockey)	October – April
ESPN Full Court (College Basketball)	November – March
(Call for Early Bird and Regular Pricing)	

Installation & Transaction Charges

Installation of Unwired Homes	\$39.95
Installation of Pre-wired Homes	\$29.95
Underground Burial Installation	\$60.00
Non Standard Install	Time & Materials
Relocate Outlet	\$29.95
Trip Charge	\$25.00
Additional Outlet(s), Digital Home Terminal (at initial install)	\$19.95
Additional Outlet(s), Digital Home Terminal (after initial install)^	\$29.95
Technical Cable Modem Installation	\$99.00
USB Adapter	\$25.00
A/V Switch (materials only)	\$10.00
Change to Broadcast	\$25.00
Parental Control	Available on request
Service Call	Time & Materials
Change of Service (addressable)~	\$1.99
(per transaction - no visit to residence required)	
Late Payment Fee	\$5.00
Unreturned Digital Home Terminal	\$300.00
Unreturned Remote Control	\$10.00
Unreturned Cable Modem	\$100.00
Unreturned DVR Terminal	\$500.00
Unreturned HDTV Terminal	\$300.00

*Adelphia Classic Cable required to receive Valuepaks or Advantagepaks. Equipment required for digital features. Equipment costs are not included in package rates. Prices may vary. Call for package prices and complete details. Prices do not include applicable fees, federal, state or local taxes. Services and programming subject to availability. Cable modem required for Adelphia's High-Speed Internet. Cable modem fee is not included in package rates.

***Rates may vary due to FCC regulation formula in compliance with the Telecommunications Act and do not include franchise fees.

^First additional set or Digital Home Terminal installed - \$29.95. Each additional set or Digital Home Terminal installed during the same trip - \$19.95. Any customer initiated damages will be charged on a time and materials basis.

~Subject to tax.

Broadcast Basic*** (Required):

Monthly

Sloan	\$6.35
Depew	\$6.44
Town of Hamburg, West Seneca	\$6.46
Cheektowaga	\$6.60
Tonawanda - City	\$6.62
Amherst, Blasdell, Grand Island, Village of Hamburg, Kenmore, Lackawanna, North Tonawanda, Pendelton, Town of Tonawanda, Williamsville, Wheatfield	\$6.70
Cambria, Town of Lewiston, Village of Lewiston, Town of Niagara, City of Niagara Falls, Porter, Town of Wilson, Village of Wilson, Village of Youngstown	\$6.75
Boston	\$7.56
Town of Aurora, Village of Aurora, Colden, Eden, Holland, Wales	\$8.00
Village of Angola, Town of Brant, Derby, Town of Evans, Village of Farnham	\$10.50
Village of Barker, Clarence, Elma, Lancaster, City of Lockport, Town of Lockport, Town of Newfane, Orchard Park, Town of Somerset	\$13.00

1) You are entitled to notice of all programming and other services offered on this cable television system and the rates and charges for those services: a) at the time you first subscribe to this system; b) at the time you request any change in service; c) at the time you make a request for any such information; and, d) semi-annually.

2) You are entitled to notice whenever a network or channel is removed from a service tier to which you are subscribing. You are also entitled to notice of certain other changes in programming. We will give you notice of these significant changes thirty days prior to the effective date of the change if we know about the change sufficiently in advance, or we will give you notice within thirty days of the date upon which we first learn of the change. Upon receipt of the notice, you may elect to terminate your service or downgrade your service to a less expensive tier at no charge provided that you tell us of your decision within thirty days of the receipt of the notice.

3) In addition to the foregoing, if a network or channel is moved from one service tier to another or is removed from one system altogether and you first subscribed to our system during the six months preceding the date of change or upgraded your service during the six months preceding the date of change, under certain circumstances, you may be entitled to a refund of installation, upgrade, or other one-time charges paid to us if you choose to terminate or downgrade your subscription after the change. If a network is moved from our basic service tier to a more expensive tier, under certain circumstances, you may also have the opportunity to upgrade to the more expensive tier at no charge, and receive the more expensive tier, also at no charge, for a period of six months. If a network is removed from basic cable service and is not available anywhere on the system, under certain circumstances, you may be entitled to a credit for a portion of your monthly service payment for a fixed period of time after the network is removed from the system.

The specific criteria for determining your eligibility for one or more of these opportunities will be explained to you in detail if and when it becomes necessary for us to give you notice of a change in programming.

In addition to these rights, you are entitled to notice of our billing practices and customer complaint procedures consistent with the New York State Public Service Commission. Copies are also available to any customer upon request.

355 Chicago Street
Buffalo, NY 14204



Internet www.adelphia.net

RE: NOTICE OF APPLICATION

*This is a copy of Adelphia's request for
newspaper publication of filing notice.
Proof of publication will be forwarded
w/ in 10 days of last publication.*

Memorandum

Date August 24, 2004
To Lockport Union Sun & Journal
From Jeanne Coleman, General Manager
Regarding **Request for Publication of Legal Notice**

cc

Please publish the attached legal notice in The Lockport Union Sun & Journal once per week for two consecutive weeks in the classified section. Please forward confirmation that you have received this request as well as the dates the notice will be published.

Also, please forward four (4) original proofs of publication along with affidavits as soon after the final publication as possible to the attention of:

Jeanne Coleman, General Manager
Adelphia
355 Chicago Street
Buffalo, NY 14204

NOTICE OF FILING

PLEASE TAKE NOTICE that Parnassos, L.P., d/b/a Adelphia Cable Communications, has filed with the New York State Public Service Commission a request for approval of the cable television franchise renewal in the Town of Pendleton, New York.

Copies of the materials constituting the application are available for public inspection at the offices of the New York State Public Service Commission and the Clerk's Office, Town of Pendleton, 6570 Campbell Boulevard, Pendleton, New York during normal business hours.

Any interested persons may file comments with the New York State Public Service Commission, Three Empire State Plaza, Albany, New York, 12223-1350.

Adelphia Cable Communications

TOWN OF PENDLETON
NIAGARA COUNTY
6570 CAMPBELL BLVD.
LOCKPORT, NEW YORK 14094-9229

TERRY J. PIENTA
Town Clerk

625-8833 EXT. 12
FAX 625-6295

Town Clerk's Certification

STATE OF NEW YORK

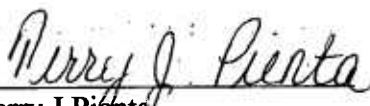
SS:

COUNTY OF NIAGARA

I, the undersigned Clerk of the Town of Pendleton, Niagara County, New York,
DO HEREBY CERTIFY:

THAT I have compared the attached proceedings of the Town Board of
Pendleton, including the Resolution contained therein with the originals thereof on file in
my office and that the same are true and correct copies of said originals and of the whole
of said originals so far as the same relates to the subject matters therein referred to.

IN WITNESS WHEREOF, I have unto set my hand and affixed the seal of the
Town of Pendleton on this 3rd day of June 2004.


Terry J Pienta
Town Clerk, Town of Pendleton

RESOLUTION 84-04

RENEWAL OF CONTRACT WITH ADELPHIA CABLE

Motion by Councilman Korkuc, seconded by Councilman Farnham, the following
resolution was

ADOPTED

ROLL CALL:	Supervisor Riester	Aye
	Councilman Korkuc	Aye
	Councilman Farnham	Aye
	Councilman Leible	Aye

Resolved to renew the cable television franchise agreement by and between the Town of
Pendleton and Parnassos L.P. d/b/a Adelphia Cable Communications.

STATE OF NEW YORK

NIAGARA COUNTY, } SS, _____

Terry Buchman, of said county, being duly sworn, deposes and says that she is now and during the whole time hereinafter mentioned was the Legal Clerk of

The Lockport Union Sun and Journal

A newspaper published in the County and State aforesaid, and that the annexed printed legal # 06503395 was printed and published in said paper at least once a week for two successive weeks, commencing on the 22nd day of May and ending on the 28th day of May, 2004.

Terry Buchman
Principal Clerk

Subscribed and sworn to me before this 1st day of June, 2004.

Amy M. Banks
Notary Public

Expiration Date

Amy M. Banks
Notary Public
State of New York
Qualified in Niagara County
No. 01BA6000433

My Commission Expires December 15, 2005

LEGAL NOTICE
NOTICE OF PUBLIC HEARING
TOWN OF PENDLETON

PLEASE TAKE NOTICE that the Town of Pendleton will hold a Public Hearing on June 1, 2004 at 7:50 P.M. at the Town Hall, 6570 Campbell Blvd. Pendleton, New York regarding renewal of the cable television franchise agreement by and between the Town of Pendleton and Parnassos L.P. d/b/a Adelphia Cable Communications.

A copy of the agreement is available for public inspection during normal business hours at the Town Clerk's Office, 6570 Campbell Blvd. Pendleton, New York. At such Public Hearing all persons will be given the opportunity to be heard. Written or oral statements will be taken at that time. Time limitations may be imposed for each oral statement if necessary.

By Order of the Town Board of Pendleton
Terry Pienta, Town Clerk

Dated: May 20, 2004
L06503395

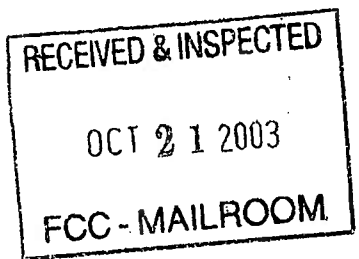
May 22, 28, 2004

1 North Main Street
Coudersport PA 16915-1141

STAMP & RETURN

Adelphia

Phone	(814) 274-9830
Writer's Direct	(814) 274-6426
Fax	(814) 260-3389
Internet	www.adelphia.net
e-mail	jalyn.tezik@adelphia.com



October 16, 2003

Federal Communications Commission
Media Bureau
445 12th Street, S.W.
Washington, D.C. 20554

**RE: Lackawanna, New York
NY0317 Lackawanna**

Dear Sir or Madam:

Transmitted herewith, on behalf of the above-referenced cable system, is the FCC Form 320 for the year 2003, under PSID 005279.

Should there be any questions concerning the enclosed, please contact the undersigned directly.

Sincerely yours,


Jalyn D. Tezik
FCC Technical Filing Analyst

Enclosure

cc: Steve Flessner, Director of FCC Technical Compliance

G:\JALYN\FCC\320 form ltr to FCC.doc

SECTION 1 – GENERAL INFORMATION

(4) Physical System Id: 005279

SECTION II – LOCAL SYSTEM INFORMATION

SECTION III – LEAKAGE PERFORMANCE CRITERIA

(b) Miles of plant tested & % of total plant tested: _____ m; _____ %

BASIC SIGNAL LEAKAGE PERFORMANCE REPORT
PAGE 2
SECTION III – LEAKAGE PERFORMANCE CRITERIA
(CONTINUED)

(c) Time period of test: From: ____/____/____ TO: ____/____/____
 (MM DD YR) (MM DD YR)

(d) Equipment Used: _____ (MHz)
 (Make) (Model) (Test Frequency)

(e) Attach as Exhibit B, the CLI calculation & result including all parameters used. (Identify in this Exhibit all leaks ≥ 50 uV/m, and show their repaired dates, if any.)

(2) If Exhibit is incorporated by reference, provide the Community Unit No. _____ of the Form 320 with which Exhibit B was filed.

(3) AIRSPACE MEASUREMENTS: (if used)

(a) Person/Company Responsible for test:

Name: MARTECH ENGINEERING

(Last, First, M, or Company Name)

Phone Number: (904) 720-0082

(b) Dates of Test-From: 08/ 13/ 03 TO: 08/ 13/ 03
 (MM DD YR) (MM DD YR)

Test Freq.: 112.4750 (MHz)

(c) Attach as Exhibit C, a full description of the test procedure, a list of the equipment used for the airspace measurements and a detailed description of the area covered by these airspace measurements. (Set forth in this Exhibit all leaks detected during these airspace measurements that were subsequently repaired and their repair dates, if any.)

(d) Recorded data and its analysis:

(i) If analog recordings, include in Exhibit C, a graph of the results and indicate the value of the smoothed out peak values _____ uV/m.

(ii) If digitized recordings, include in Exhibit C, a plot of the results and indicate % of points recorded digitally below 10 uV/m: 99.97 %

(4) If Exhibit C is incorporated by reference, provide the Community Unit No. _____ of the Form 320 with which Exhibit C was filed.

SECTION IV – CERTIFICATION

By signing below, the operator certifies that in the case of an individual operator, he or she is not subject to a denial of federal benefits that includes FCC benefits pursuant to Section 5301 of the Anti-Drug Abuse Act of 1988. 21 U.S.C. 862, or in the case of a non-individual operator (e.g. corporation, partnership, or other unincorporated association), no party to the operator is subject to a denial of federal benefits that includes FCC benefits pursuant to that section.

For the definition of a "party" for these purposes, see 47 CFR, Section 1.2002(b).

I certify that I am Director of FCC Technical Compliance (Official Title), of PARNASSOS, L.P., (Legal Name of Cable System Owner), that I have examined this Report and that, to the best of my knowledge and belief, all statements in the Reports are true, correct and complete, and are made in good faith.

Stephen Thomas (Signature) Oct 16, 2003, 2003 (Date)

WILLFUL FALSE STATEMENTS ON THIS FORM ARE PUNISHABLE BY FINE AND/OR IMPRISONMENT (U.S. CODE, TITLE 18, §1001) AND/OR REVOCATION OF ANY STATION LICENSE (U.S. CODE, TITLE 47, §312(a)(1), AND/OR FORFEITURE (U.S. CODE, TITLE 47, SECTION 503).

EXHIBIT 1

PSID: 005279

Lead Community: NY0317 LACKAWANNA

Legal Names: 1 PARNASSOS, L.P.

No.	CUID	Community Name	Legal Name
1	NY0312	INC. TOWN LEWISTON	1
2	NY0313	INC. VILLAGE LEWISTON	1
3	NY0317	INC. CITY LACKAWANNA	1
4	NY0318	INC. VILLAGE BLASDELL	1
5	NY0319	INC. TOWN CHEEKTOWAGA	1
6	NY0320	INC. TOWN WEST SENECA	1
7	NY0321	INC. TOWN HAMBURG	1
8	NY0351	INC. VILLAGE SLOAN	1
9	NY0353	INC. TOWN AMHERST	1
10	NY0354	INC. VILLAGE WILLIAMSVILLE	1
11	NY0434	INC. TOWN NIAGARA	1
12	NY0435	INC. CITY NIAGARA FALLS	1
13	NY0590	INC. TOWN TONAWANDA	1
14	NY0591	INC. VILLAGE KENMORE	1
15	NY0620	INC. VILLAGE DEPEW	1
16	NY0642	INC. VILLAGE HAMBURG	1
17	NY0706	INC. TOWN PORTER	1
18	NY0724	INC. CITY NORTH TONAWANDA	1
19	NY0727	INC. VILLAGE YOUNGSTOWN	1
20	NY0747	INC. CITY TONAWANDA	1
21	NY0858	INC. VILLAGE ARCADE	1
22	NY0859	INC. TOWN ARCADE	1
23	NY0861	INC. TOWN MACHIAS	1
24	NY0862	INC. VILLAGE DELEVAN	1
25	NY0863	INC. TOWN YORKSHIRE	1
26	NY0899	INC. TOWN GRAND ISLAND	1
27	NY1027	INC. TOWN WHEATFIELD	1
28	NY1101	INC. TOWN BOSTON	1
29	NY1102	INC. TOWN EDEN	1
30	NY1155	INC. TOWN SARDINIA	1
31	NY1156	INC. TOWN FREEDOM	1
32	NY1157	UNINC. SANDUSKY	1
33	NY1160	INC. TOWN CONCORD	1
34	NY1161	INC. VILLAGE SPRINGVILLE	1
35	NY1223	INC. VILLAGE EAST AURORA	1
36	NY1224	INC. TOWN AURORA	1
37	NY1259	INC. TOWN PENDLETON	1
38	NY1271	INC. VILLAGE WILSON	1
39	NY1272	INC. TOWN WILSON	1
40	NY1295	INC. TOWN COLLINS	1
41	NY1296	INC. TOWN NORTH COLLINS	1
42	NY1297	INC. VILLAGE NORTH COLLINS	1
43	NY1298	INC. TOWN PERRYSBURG	1
44	NY1299	INC. TOWN PERSIA	1
45	NY1300	INC. VILLAGE PERRYSBURG	1

46	NY1301	INC. VILLAGE GOWANDA	1
47	NY1302	INC. VILLAGE GOWANDA	1
48	NY1309	INC. TOWN HOLLAND	1
49	NY1341	INC. TOWN COLDEN	1
50	NY1383	INC. TOWN WALES	1
51	NY1400	INC. TOWN CAMBRIA	1
52	NY1511	INC. TOWN EVANS	1
53	NY1512	INC. VILLAGE ANGOLA	1
54	NY1549	INC. TOWN BRANT	1
55	NY1550	INC. VILLAGE FARNHAM	1

I certify that all communities listed are included in the comprehensive CLI calculation.

Signature

Stephen Flessner

Date

Oct. 16, 2003

Stephen Flessner

me

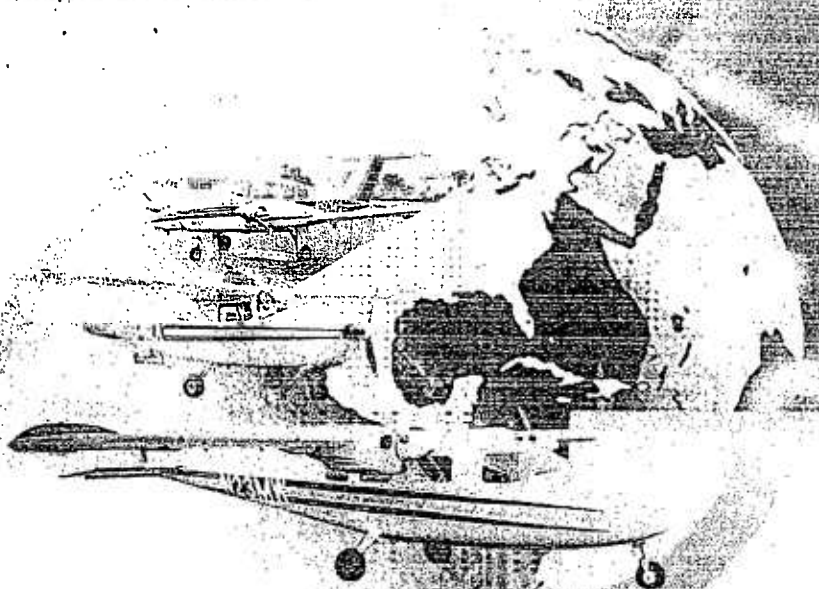
Director of FCC Technical Compliance

Title

2003 EXHIBIT A

VISUAL

108.6250
109.2750
115.2750
121.2625
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391.2625
397.2625



Fly-Over Report

Mar-
Tech

Adelphia Cable
LACKAWANNA, NY
August 13, 2003

1432 St. Johns Bluff Road
Jacksonville, FL 32225

Tel: 904.720.6082

Fax: 904.641.2107

reports@martechengineering.net

www.martechengineering.net

Summary

System: Adelphia Cable: LACKAWANNA, NY

Test Date: August 13, 2003

A fly-over test for the system was performed to evaluate the system on the basis of signal leakage in the aeronautical band (108-140 MHz) as required by the F.C.C. (frequencies outside range will receive correction factor, see *Procedure* step 2a), and to determine the location and levels of any non-complying leaks (leaks in excess of 10 uV/m at 1500 feet). A description of the procedure, probability graph, a list of relative high readings, and a plotted map showing the system boundary, flight pattern and locations of relative high readings are included. Listed below are the results.

1. Generator level input into calibration antenna	6.55millivolts
2. Receiver adjustment to force a 10 uV/m reading	0dB
3. Measure signal level of peak video carrier in aeronautical band at test point, and set generator level one dB higher.	
4. Number of sample points	8,128points
5. Number of points > 10 uV/m	2points
6. Minimum leakage	0.71uV/m
7. Maximum leakage	13.94uV/m
8. Average field intensity	0.86uV/m
9. Percentage of points < 10 uV/m	99.97%

F.C.C. requirements status: PASSED

Procedure

1. Determine system boundaries and correlate to Topo map using either a 7.5' or a 1:100,000 scale print.
2. Determine proper channel and time for testing, using a modulated carrier between 108 and 140 MHz.

Date: August 13, 2003

Time: 1:55 PM

Frequency: 112.4750 MHz

- 2a. Apply Correction factor:

Frequencies above 140: (Data Sample) + 20 * log(f/140)

Frequencies below 108: (Data Sample) + 20 * log(f/108)

3. Establish signal generator input levels which will be used to calibrate Wavetek receiver. If calibration graph is not provided with the report, the calibration was performed at 3 feet on the ground. If calibration graph is provided with the report, the calibration was performed at 1500 feet agl.

10 uV/m field (at 3 or 1500 feet & 112.4750 MHz)

Convert uV/m to dBmV:

$$\begin{aligned} \text{dBmV} &= 20 * \log(E) - 20 * \log(20.7 * f) \\ E &= \text{uV/m at 3 feet and } f = \text{frequency in MHz} \\ &= 20 - 20 * \log(20.7 * 112.4750) \\ &= -47.3405 \text{ dBmV at 3'} \end{aligned}$$

Determine Free Space Loss:

$$\begin{aligned} \text{FSL} &= -37.87 + 20 * \log(f) + 20 * \log(d) \\ f &= \text{frequency in MHz and } d = \text{distance feet} \\ &= -37.87 + 20 * \log(112.4750) + 9.54 \\ &= 12.6911 \text{ dB} \end{aligned}$$

Determine Signal Level Input:

$$\begin{aligned} \text{SLI} &= 10 \text{ uV/m field strength} \\ &\quad + (\text{free space and cable loss}) \\ &\quad - (\text{dipole and reflector gain}) \end{aligned}$$

Cable and filter loss (from antenna to receiver) = 5 dB

$$\begin{aligned} \text{Dipole gain} &= 0 \text{ dB at } 112.4750 \text{ MHz; reflector gain} = 0 \text{ dB} \\ &= -47.3405 + (12.6911 + 5) \\ &= -29.6494 \text{ dBmV} \end{aligned}$$

Convert to millivolts:

$$\begin{aligned} \text{mV} &= 10 (\text{dBmV}/20) \\ &= 32.9253 \text{ uV} \end{aligned}$$

4. Test signal level input of generator with signal level meter to insure accuracy.

Procedure

5. Perform receiver calibration runs, adjusting receiver to read 10 uV/m at 3 or 1500 feet (see *Relative High Readings*). NOTE: We are reading our receiver in the absolute mode in uV and inserting a 20 dB pre-amp to increase our sensitivity. 0 dB adjustment added to receiver on calibration run to force 10 uV/m reading.

$$\begin{aligned} \text{uV/m} &= 0.021 * f * \text{uV} \\ \text{uV} &= (\text{uV/m}) / (0.021 * f) \\ \text{uV} &= 476/112.4750 \\ \text{uV} &= 4.2321 \end{aligned}$$

6. **If using video carrier:**

Flyover performed using channel A-2 video carrier.

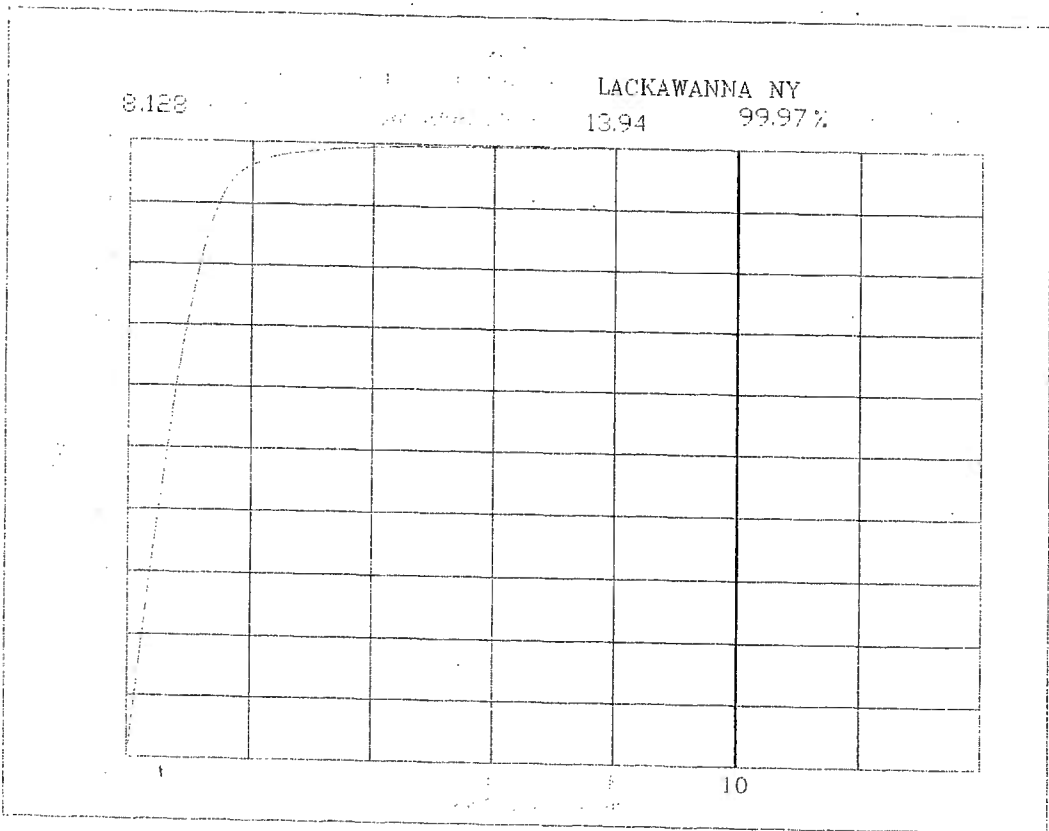
If using modulated carrier:

Insert generator to combining network at 112.4750 MHz.

Measure signal level of channel A-2 video carrier at headend trunk output test point with signal level meter. Set generator output one dB above measured channel A-2 video carrier level.

7. Perform system fly-over at 1500 feet in a grid pattern (all plant covered within 1/2 mile of pattern) at 120mph, combining GPS and signal level readings simultaneously with our software into an on-board computer (see *Test Configuration*). Data sampled twice per second.
8. Convert all latitude and longitude readings to the state plane coordinate system.
9. Using system boundary polygon, filter all data points outside of system using custom software.
10. Develop a frequency distribution graph (see *Probability Graph*) and a listing of all relative high readings.
11. Plot all leak levels on digitized map showing the exact locations of all relative high readings along with the flight pattern.

Probability Graph



Relative High Readings

RELATIVE HIGH READINGS

LACKAWANNA NY

uV/m	Latitude	Longitude
9	42 59' 16"	78 42' 2"
6	43 2' 0"	78 50' 33"
8	42 58' 57"	78 50' 25"
9	42 58' 0"	78 52' 1"
6	42 56' 55"	78 47' 21"
6	42 50' 55"	78 46' 25"
11	42 48' 57"	78 44' 24"
7	42 45' 1"	78 49' 33"
13	43 15' 1"	78 54' 6"

List of Equipment (Partial)

Equipment	Calibration
Aircraft Partenavia P69B Cessna 210 Cessna T210 Beechcraft B76	N/A N/A N/A N/A
Apollo 2001 GPS NMS	N/A
Leakage Detection Meters Wavetek CLM - 1000 AOR AR - 1	Yearly Yearly
Signal Level Meters Wavetek SAM - 1550 Wavetek SAM - 2000	Yearly Yearly
Frequency Synthesized Generators HP 8467 - A Wavetek - Model 2407 Wavetek - Model 3000-200	Yearly Yearly Yearly
Interfacing Combining Equipment Band Pass Filter 20 dB Pre-Amp 28-13 DC Voltage Converter	N/A N/A N/A
Lindsay Airborne Dipole Antenna	N/A
Lindsay Calibration Dipole Antenna	N/A
Laptop Computers	N/A
Mar-Tech Custom Software For Collecting And Interpreting Data And Filtering Points Outside The Polygon (System Boundary)	N/A

Test Configuration

