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April 26, 2002

BY FEDERAL EXPRESS

William F. Caton
Acting Secretary
Federal Communications Commission
445 12th Street, S.W.
TW-B204
Washington, D.C. 20024

Re: In the Matter of Applications for Consent to the Transfer of Control of Licenses to AT&T Comcast Corporation, MB Docket No. 02-70

Dear Mr. Caton:

Enclosed, for filing with the Federal Communications Commission, are one original and four copies of the Petition of Blawnox, Pennsylvania to deny or dismiss the applications of Comcast Corporation and AT&T Corp. in the above-referenced proceeding.

Please have the Commission date-stamp the enclosed copy of this letter and return it to me in the enclosed self-addressed, stamped envelope.

Thank you for your assistance.

Very truly yours,

Elliott Schuchardt

Elliott J. Schuchardt

cc: Frederick A. Polner, Esq.
William E. Lestitian, Esq.

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Before the
FEDERAL COMMUNICATIONS COMMISSION
Washington, D.C. 20554

RECEIVED & INSPECTED
APR 30 2002
FCC - MAILROOM

In the Matter of	)	
	)	
Applications for Consent to the Transfer of Control of Licenses	)	MB Docket No. 02-70
	)	
Comcast Corporation and AT&T Corp., Transferors	)	
	)	
To	)	
	)	
AT&T Comcast Corporation, Transferee	)	

PETITION OF BLAWNOX, PENNSYLVANIA TO DENY OR DISMISS APPLICATIONS

Filed on behalf of:
Borough of Blawnox, Pennsylvania

Frederick A. Polner, Esquire
Rothman Gordon, P.C.
Grant Building, 3rd Floor
310 Grant Street
Pittsburgh, PA 15219
(412) 338-1111

ORIGINAL

4/26/02 12:54 PM

Before the
FEDERAL COMMUNICATIONS COMMISSION
Washington, D.C. 20554

In the Matter of	)	
	)	
Applications for Consent to the Transfer of Control of Licenses	)	MB Docket No. 02-70
	)	
Comcast Corporation and AT&T Corp., Transferors	)	
	)	
To	)	
	)	
AT&T Comcast Corporation, Transferee	)	

PETITION OF BLAWNOX, PENNSYLVANIA TO DENY OR DISMISS APPLICATIONS

The Borough of Blawnox, Pennsylvania (the "Borough" or "Blawnox"), by and through its counsel, hereby petitions the Federal Communications Commission ("FCC" or the "Commission") to (i) hold a hearing to determine whether Comcast Corporation ("Comcast") and AT&T Corp. ("AT&T") are qualified to hold the licenses subject to the above-captioned proceeding, and (ii) deny or dismiss the transfer applications of AT&T and Comcast for the reasons set forth in this Petition.

Summary of Argument

The applications of AT&T and Comcast to transfer licenses in this proceeding should be denied or dismissed because neither AT&T nor Comcast are qualified to hold the licenses under applicable law.

Under the doctrine expressed in Jefferson Radio Company, Inc. v. FCC, 340 F.2d 781 (D.C. Cir. 1964), the Commission cannot consider an application to transfer licenses if substantial questions have been raised concerning the qualifications of the transferor to hold those licenses. In this case, neither AT&T nor Comcast are qualified to hold the licenses to be transferred in this proceeding.

Under Section 308(b) of the Communications Act, as amended, both AT&T and Comcast must demonstrate that they have satisfactory "character" before they can be FCC licensees. Neither entity can do so. As explained below, AT&T, with the complicity of Comcast, filed a false document with the FCC. Such document was falsified because it was seeking to cover up a collusive transaction and to mislead the FCC as to the true identity of the cable operator.

Accordingly, it is appropriate for the Commission to deny or to dismiss the applications of AT&T and Comcast in this proceeding.

Background

The Borough is a party in interest in this proceeding because Comcast Cablevision of the South, Inc. ("Comcast Cablevision") is the cable television franchisee in the Borough pursuant to a Franchise Agreement dated September 17, 1984 between the Borough and Comcast Cablevision's predecessor, Westmoreland Cable Company, Inc. The Franchise Agreement authorized Comcast Cablevision to operate a cable television system in Blawnox.

On December 31, 2000, Comcast Cablevision and AT&T entered into a Management Agreement for Blawnox Pennsylvania System ("Management Agreement") which authorized a subsidiary of AT&T – TCI of Dayton, Inc. (doing business as AT&T Broadband) ("TCI") to operate the Borough's cable system. A copy of the Management Agreement is attached hereto as Exhibit "A". The Management Agreement transferred all of the revenues and profits from the

Borough's cable system to TCI. However, by its terms, it left ultimate ownership of the cable system in the hands of Comcast Cablevision.

On February 6, 2001, AT&T filed a document with the FCC that says the exact opposite. A copy of that letter and its attachment (the "Notice") is attached to this Petition as Exhibit "B". the Borough requests that the Commission take official notice of the Notice which was filed with the FCC.

In the Notice, AT&T advised the FCC that *TCI* – not Comcast Cablevision – is the owner and operator of the cable system in Blawnox. For the reasons set forth below, the Borough alleges that AT&T, with the complicity of Comcast, intentionally filed a false document with the Commission.

Argument

A. The Commission should deny or dismiss the transfer applications of AT&T and Comcast.

According to Section 310(d) of the Communications Act, no license shall be transferred or assigned unless the FCC determines that the "public interest, convenience, and necessity will be served thereby." 47 U.S.C. § 310(d).

The Communications Act establishes a two-step test for determining whether a petition to deny raises issues requiring that a transfer application be designated for hearing. First, the petition to deny must set forth "specific allegations of fact sufficient to show that . . . a grant of the application would be *prima facie* inconsistent with [the public interest]." 47 U.S.C. § 309(d). Second, if the Commission concludes that there is a "substantial and material question of fact" concerning whether the grant of the application would serve the public interest, it must formally designate the application for a hearing in accordance with Section 309(e) of the Communications Act.

To satisfy the first prong of the test, a petitioning party must set forth allegations, supported by affidavit, that constitute *prima facie* evidence that the application would not serve the public interest. If the petitioner meets this burden, then the Commission must then proceed to the second phase of the inquiry and determine whether, on the basis of the application and the pleadings filed, there is a "substantial and material question of fact." 47 U.S.C. § 309(d)(2). If the Commission finds a question of fact, then the Commission must designate the application for hearing pursuant to Section 309(e).

In this case, the Borough respectfully requests that the Commission deny or dismiss the transfer of the licenses under the doctrine of Jefferson Radio Company, Inc. v. FCC, 340 F.2d 781 (D.C. Cir. 1964).

In Jefferson Radio, W. D. Frink filed an application to transfer a construction permit to a third party. While the application was pending, certain questions arose concerning Frink's activities and his qualifications to hold an FCC license. The FCC held a hearing and determined that Frink was not qualified to hold a radio station license. The FCC then dismissed Frink's application to transfer the construction permit because he did not hold a valid license.

On appeal, the United States Court of Appeals for the District of Columbia Circuit held that the Commission had acted properly. The Court explained that:

> It is recognized policy of the Commission that assignment of broadcast authorization will not be considered until the Commission has determined that the assignor has not forfeited the authorization. We feel that the Commission's deferral of consideration of appellant's assignment application was *entirely consistent* with this policy. While it is true that the assignment application here had been filed prior to the Commission's setting a date for the hearing on Frink's license application, we do not think the Commission was required to consider the assignment application first.

Jefferson Radio Company, 340 F.2d 781, 783 (emphasis added).[1]

The doctrine of Jefferson Radio indicates that the FCC should consider whether AT&T and Comcast are qualified to hold FCC licenses *before* it considers their application to transfer those licenses to AT&T Comcast Corporation. The purpose of the Jefferson Radio policy is to prevent the holders of FCC licenses from evading responsibility from misdeeds committed during the license period.[2]

The Borough alleges that AT&T, with the complicity of Comcast, filed an intentionally false document with the FCC. AT&T filed such document in order to conceal Comcast's ownership of the cable system in Blawnox Borough. Under federal law, filing a false document with the FCC is evidence that AT&T and Comcast are not qualified to hold licenses issued by the FCC.

The qualifications required to hold an FCC license are set forth in 47 U.S.C. § 308(b). Such section provides as follows:

> All applications for station licenses, or modifications or renewals thereof, shall set forth such facts as the Commission by regulation may prescribe as to the citizenship, *character*, and financial, technical, and other qualifications of the applicant to operate the station and . . . the frequencies and the power to be used . . . .

---

[1] See also, In re Applications of Voicestream Wireless Corporation et al., 16 FCC Rcd 9779 (2001) (reviewing the qualifications of the parties holding licenses before considering their application to transfer the licenses). Voicestream Wireless involved an application filed with the FCC by Deutsche Telekom AG ("DT") and Voicestream Wireless Corporation ("Voicestream") to transfer certain licenses to Powertel, Inc. ("Powertel") in connection with a proposed merger. Before the FCC could consider the transfer application, Senator Ernest F. Hollings wrote a letter to the FCC alleging that one of the transferors, Voicestream, was not qualified to hold the licenses to be transferred. The FCC determined that it would be necessary to reconsider Voicestream's qualifications under the doctrine established by Jefferson Radio before it could consider the transfer application.

[2] Stephen F. Sewell, Assignments and Transfers of Control of FCC Authorizations Under Section 310(d) of the Communications Act of 1934, 43 Fed. Comm. L.J. 277, 339-40 (1991).

The above statute indicates that the FCC must consider the "character" of Comcast and AT&T before it can determine whether such entities are qualified to hold licenses granted by the Commission.[3]

Over the years, the FCC has considered a wide range of conduct in examining the "character" of applicants. In 1986, the FCC adopted a policy which clarified the Commission's interpretation of character.[4] In that policy statement, the FCC concluded that the "truthfulness" of FCC licensees was a key concern of the Commission. The Commission considered "truthfulness" to be of such importance, that it adopted a rule to implement its policy conclusions. That rule provides, in pertinent part, as follows:

> No applicant, permittee or licensee shall in any response to Commission correspondence or inquiry or in any application, pleading, report or any other written statement submitted to the Commission, make any misrepresentation or willful material omission bearing on any matter within the jurisdiction of the Commission.

47 C.F.R. § 1.17.

AT&T and Comcast violated Rule 1.17 when AT&T, with the complicity of Comcast, filed the Notice attached as Exhibit "B" with the Commission. The Notice is the official notice to the FCC of the legal identity of the operator of the cable system in Blawnox, Pennsylvania. The Notice must be signed by an individual having authority to do so.[5] One cable company can

---

[3] Although not directly applicable to common carriers, the character qualification standards adopted in the broadcast context are used as guidance in the common carrier area as well. See, e.g., Western Telecommunications, Inc., 3 FCC Rcd 6405, 6406 n.11 (1988) and A.S.D. Answer Service, Inc., 1 FCC Rcd 753, 754 (1986).

[4] In the Matter of Policy Regarding Character Qualifications in Broadcast Licensing, 102 FCC2d 1179 (1986).

[5] In the Matter of Amendment of Part 76 of the Commission's Rules and Regulations to Require Notice of Operator Name, Mail Address and Status Changes Furnished to the Commission, FCC 77-181, 69007, 42 FR 20133 (Apr. 6, 1977).

not file the Notice without the assent or consent of the other. A false filing is a most serious matter, punishable by fine or imprisonment under 18 U.S.C. § 1001.[6]

AT&T filed the Notice with the FCC pursuant to FCC Rule 76.1610. The rule is important because the FCC needs to know who is responsible for complying with its rules, and against whom enforcement actions should be directed.

Many of the FCC's rules for cable systems pertain to life and safety.[7] If these rules were not enforced, then significant harmful problems could result. In addition, the Commission assesses monetary forfeitures based on the information provided to it pursuant to Rule 76.1610.[8] Thus, it is critical to the enforcement of the Commission's rules and to the integrity of the FCC's regulatory authority that notifications to the FCC of the identity of the cable operator at a particular community be truthful and of the utmost seriousness.

In this case, the Notice filed by AT&T was intentionally false. It advises "TCI of Dayton" is the "owner" of the cable system, even though it is not.

In order to prove misrepresentation, the Commission has repeatedly held that it is necessary to show intent to deceive.[9] In this case, AT&T with the complicity of Comcast intentionally filed the false Notice with the FCC in order to hide Comcast's true ownership of the

---

[6] "Whoever, in any matter within the jurisdiction of any department or agency of the United States knowingly and willfully falsifies, conceals or covers up by any trick, scheme, or device a material fact, or makes any false, fictitious or fraudulent statements or representations, or makes or uses any false writing or document knowing the same to contain any false, fictitious or fraudulent statement or entry, shall be fined under this title or imprisoned not more than five years, or both." 18 U.S.C. § 1001.

[7] For example, the Commission has issued rules relating to signal leakage and prevention of harmful interference to aeronautical navigation. See 47 C.F.R. § 76.610 et. seq.

[8] See, e.g., In the Matter of Callais Cablevision, Inc., 16 FCC Rcd 1359 (2001) ($133,000 forfeiture assessed against cable operator).

[9] See Fox Television Stations, Inc., 10 FCC Rcd 8452, 8478 (1995); Swan Creek Communications v. FCC, 39 F.3d 1217, 1222 (D.C. Cir. 1994).

cable system in Blawnox. The motivation for the falsehood is clear. According to the Management Agreement, Comcast receives no revenue or proceeds from the cable system operated in Blawnox. As a result, although it would continue to be ultimately and legally responsible, it did not want to be the target of civil enforcement action by the FCC. Moreover, because the violation of the Communications Act and/or FCC Rules can be criminal violations, Comcast, with the complicity of AT&T, was motivated to conceal its liability.

B. The Borough has demonstrated a "substantial and material question of fact" concerning whether AT&T and Comcast are qualified to hold FCC licenses.

In this Petition, Blawnox has set forth specific facts indicating that AT&T and Comcast have violated FCC Rule 1.17 by intentionally filing a false document with the FCC. The Borough has therefore established a *prima facie* case indicating that the applications of AT&T and Comcast should be denied or dismissed because neither party is qualified to be an FCC licensee under applicable law.

According to 47 U.S.C. § 309(d), the FCC must next determine whether this Petition presents a "substantial and material question of fact" warranting a hearing. See Astroline Communications Co. v. FCC, 857 F.2d 1556, 1561-62 (1988).

In the past, the FCC has designated applications for hearing where the violation of Section 310(d) "appeared willful, or where parties misrepresented facts or otherwise attempted to deceive the Commission."[10] For example, in In the Matter of Seraphim Corporation, 2 FCC Rcd 7177 (1987), the FCC was considering an application to transfer a television station license. During the proceeding, the Commission learned that the transferor had failed to disclose certain voting trust documents that permitted Ivan Boesky, a convicted felon, to vote a controlling

---

[10] In re Applications of Arlie L. Davison and Associates Inc., 11 FCC Rcd 15382, 15387 (1996).

number of shares in the transferor. The FCC determined that the failure to disclose the documents was a willful violation of its rules and, accordingly, refused to approve the transfer. In addition, the Commission issued an order to show cause why the transferor's license should not be revoked.[11]

In this case, AT&T with the complicity of Comcast knowingly filed a false document with the FCC in order to conceal Comcast's ownership of the cable system in Blawnox. This willful violation on the part of AT&T and Comcast creates a material issue of fact that warrants a hearing pursuant to 47 U.S.C. § 309(e).

WHEREFORE, the Borough respectfully requests that the Commission (i) hold a hearing to determine whether Comcast and AT&T are qualified to hold the licenses subject to the above-captioned proceeding, and (ii) deny or dismiss the applications of AT&T and Comcast for the reasons set forth in this Petition.

Rothman Gordon, P.C.

By _____
Frederick A. Polner, Esquire

Grant Building, Third Floor
310 Grant Street
Pittsburgh, PA 15219
(412) 338-1111

April 26, 2002

Attorneys for the Borough

[11] See also, C. Devine Media, 8 FCC Rcd 2493 (1993) (application designated for hearing whether parties appear to have engaged in sham agreement and provided false and deceptive responses).

MANAGEMENT AGREEMENT
FOR BLAWNOX, PENNSYLVANIA SYSTEM

THIS MANAGEMENT AGREEMENT (this " Management Agreement") is made effective as of December 31, 2000, by and between Comcast Cablevision of the South, Inc. ("Owner"), and TCI of Dayton, Inc. ("Manager").

Owner is the holder of a cable franchise in the Borough of Blawnox, Pennsylvania (the "Franchise"). Owner and Manager desire that Manager manage the Franchise in accordance with the terms and provisions of this Management Agreement.

THEREFORE, in consideration of the covenants and agreements contained herein, Owner and Manager agree as follows:

SECTION 1. DEFINITIONS.

Except as otherwise defined herein, the following terms shall have the following meanings when used in this Management Agreement:

Affiliate. With respect to either Owner or Manager, any other Person that directly or indirectly through one or more intermediaries controls or is controlled by or under direct or indirect common control with such party.

Applicable Law. Any statute, ordinance, law, rule or regulation of any Governmental Authority, or any order, decree, injunction, writ, judgment or award of any court, arbitrator or other Governmental Authority, applicable to the Business.

Authorizations. Any governmental or nongovernmental license, permit, franchise or other authorization, and applications therefor, which are necessary to conduct the Business.

Governmental Authority. Any governmental authority or regulatory body, or any department, agency, division, bureau or other legal body thereof having jurisdiction over the Business, or general jurisdiction over all Persons.

Person. Any individual, corporation, partnership, firm, limited liability company, joint venture, association, trust, joint stock company, unincorporated organization or other entity, or a government or any agency or political subdivision thereof.

SECTION 2. APPOINTMENT AND CONTROL OF SYSTEM.

On the terms and conditions hereinafter provided, Owner hereby appoints Manager, and Manager hereby accepts such appointment, as manager for the Franchise for a period commencing on December 31, 2000 and expiring as provided in Section 5 hereof.

EXHIBIT A

Notwithstanding anything in this Management Agreement to the contrary, Owner will continue to own the Franchise and to exercise ultimate control over the administration of the Franchise.

SECTION 3. MANAGEMENT AUTHORITY; MANAGEMENT SERVICES.

3.1 Authority and Services to Be Performed by Manager.

(a) Subject to the limitations set forth in this Management Agreement, Manager shall have full and exclusive authority to do, and agrees to do, all such acts and things as may be incidental to, or necessary, proper or advisable in the furtherance of, the management of the day-to-day operations and conduct of the Franchise . Subject to the terms and conditions of this Management Agreement, Manager shall provide such services as may, from time to time, be appropriate or reasonably required for the proper and efficient operation and conduct of the Franchise in accordance with sound business principles and practices customary in the cable television industry (collectively, the "Management Services").

(b) Without limiting the generality of the preceding paragraph, the Management Services shall include the following, but subject to any applicable limitations set forth in this Management Agreement:

(1) Supervision of performance of all aspects of the daily operation and compliance with the Franchise;

(2) Engagement of, on behalf of Owner, attorneys, accountants, engineers, consultants and other qualified professionals related to the administration and enforcement of the Franchise;

(3) Preparation and filing, or causing to be prepared and filed, all necessary applications, filings, reports, statements and other documents as are required in connection with the Franchise ; and

(4) If requested by Owner, representation of Owner before the Borough of Blawnox with respect to any matter necessary or desirable to the management of the Business.

3.2 Inspection of Records. Originals or copies of all books and records related to this Management Agreement shall be maintained at the principal office of Manager and shall be open to the inspection and examination of Owner during normal business hours upon reasonable notice.

3.3 Obligations of Owner. Owner shall:

(a) Cooperate with Manager in the performance of Manager's obligations under this Management Agreement, and provide, after reasonable notice, complete access to and

make available to Manager all books, records and other information which Manager may request;

(b) Afford complete access to all of the operating assets and books and records of the Franchise;

(c) Use its best efforts to keep and maintain, consistent with the terms thereof, all contracts, franchises and licenses related to the Franchise in full force and effect unless terminated by Manager with the consent of Owner; and

(d) Make available during normal business hours and other reasonable times, a representative of Owner to consult with Manager if so requested by Manager.

SECTION 4. COMPENSATION AND EXPENSES

4.1 Management Fee. As its sole compensation for the Management Services provided hereunder, Manager shall be entitled to retain all net cash flow (if any) generated by the Business during the term of this Management Agreement. For purposes hereof, "net cash flow" shall mean all revenues less expenses.

4.2 Manager shall be responsible, from the revenues of the Business or otherwise, for the payment of all liabilities, obligations, operating expenses and capital expenditures which are incurred by Manager in the performance of its duties hereunder or which otherwise relate to the operation of the Business. Owner shall have no obligation to make any funds available to Manager for the operation of, or the obligations or liabilities relating to, the Business.

SECTION 5. TERMINATION.

5.1 Subject to Section 5.2 hereof, this Management Agreement shall be terminated upon the transfer of the Franchise to Manager, the revocation of said franchise or the termination of this Management Agreement by a court order.

5.2 In the event of any partial or complete termination of this Management Agreement pursuant to the terms hereof, Manager shall be entitled to receive promptly following termination, and in any event within 30 days thereafter, the amount of the net cash flow from the Business (or portion thereof) through the date of termination.

SECTION 6. INDEMNIFICATION.

6.1 Indemnification by Manager. Manager will indemnify and hold harmless Owner, its Affiliates, and all officers, directors, employees, stockholders, partners, members and agents of Owner and its Affiliates (individually, a "Owner Indemnitee"), from and against any and all claims, demands, costs, damages, losses, liabilities, joint and several, expenses of any nature (including reasonable attorneys', accountants' and experts' fees and disbursements, all of which shall be paid by Manager as incurred by Owner Indemnitee(s)), arising from any and all claims, demands, actions, suits or proceedings, civil, criminal, administrative or investigative in which an Owner Indemnitee may be involved or threatened to be involved, as a party or otherwise, arising out of any performance or breach by Manager of its obligations under this Management Agreement or the operation of the Business. Notwithstanding the foregoing, Manager shall not be required to indemnify Owner Indemnitee with respect to liabilities suffered as a result of the willful or criminal misconduct, fraud or bad faith of Owner. All of the obligations of Manager hereunder have been undertaken by Manager solely for the benefit of Owner and nothing set forth in this Management Agreement shall (or shall be deemed to) grant to any other person any interest (whether as a third-party beneficiary or otherwise) herein.

6.2 Right to Indemnification Not Exclusive Remedy. The indemnification rights contained in this Section 6 will be cumulative of and in addition to any and all other rights, remedies and recourse to which a Owner Indemnitee, its heirs, successors, assigns and administrators are entitled, whether pursuant to some other provision of this Management Agreement, at law or in equity. The indemnification provided in this Section 6 will inure to the benefit of the heirs, successors, assigns and administrators of each Manager Indemnitee and Owner Indemnitee.

SECTION 7. MISCELLANEOUS.

7.1 Relationship Among the Parties. Nothing herein contained shall be deemed to make Manager a partner, coventurer or other participant in the business or operations of Owner or in any manner to render Manager liable as a principal, surety, guarantor, agent or otherwise for any of the debts, obligations or liabilities of Owner, whether incurred directly by Owner or by Manager on behalf of Owner in accordance with this Management Agreement.

7.2 Other Activities of Manager. Nothing in this Management Agreement shall limit or restrict the right of Manager to engage in any other business or to devote its time and attention to the management or other aspects of any other business or to render services of any kind. Owner acknowledges that Manager and its Affiliates own, manage or operate cable television systems throughout the United States. Manager will devote such of its attention, time, efforts and resources to the Business as shall be reasonably necessary for it to carry out its duties hereunder.

7.3 Notices. All notices and other communications given or made pursuant to this Management Agreement shall be in writing and shall be deemed to have been duly given or made as of the date delivered if delivered by hand, by telecopier device (confirmed by hand

delivery or overnight courier service) or by overnight courier service to the parties at the following address (or at such other address for a party as shall be specified by like notice):

if to Manager, to:

295 North Maple Avenue
Basking Ridge, NJ 07920
Attention: Marilyn Wasser
Telecopier: (908) 221-6618

with copies to:

Sherman & Howard L.L.C.
633 17th Street, Suite 3000
Denver, CO 80202
Attention: James R. McMaster
Telecopier (303) 298-0940

AT&T Broadband, LLC
188 Inverness Drive West
Englewood, CO 80112
Attention: Fred DiBlasio
Telecopier: (303) 858-5044

if to Owner, to:

1500 Market Street
Philadelphia, PA 19102-4735
Attention: General Counsel
Telecopier: (215) 981-7779

with a copy to:

Davis Polk & Wardwell
450 Lexington Avenue
New York, NY 10017
Attention: William L. Taylor
Telecopier: (212) 450-4800

7.4 Assignability; Benefit and Binding Effect. Neither party hereto may assign this Management Agreement without the prior written consent of the other party. This Management Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

7.5 Governing Law. This Management Agreement shall be governed by the laws of the State of New York as to all matters, including but not limited to matters of validity,

construction, effect, performance and remedies (without giving effect to the principles of conflicts of law thereof).

7.6 Headings. The headings preceding the text of sections and subsections of this Management Agreement are included for ease of reference only and shall not be deemed part of this Management Agreement.

7.7 Gender and Number. Words used herein, regardless of the gender and number specifically used, shall be deemed and construed to include any other gender, masculine, feminine or neuter, and any other number, singular or plural, as the context requires.

7.8 Further Assurances. The parties shall take any actions and execute any other documents that may be necessary or desirable to the implementation and consummation of this Management Agreement or that may be reasonably requested by any other party hereto. Each party will cooperate with the other party and provide any assistance reasonably requested by the other party to effectuate the intent of this Management Agreement.

7.9 Severability. If any term or other provision of this Management Agreement is invalid, illegal or incapable of being enforced by any rule of law or public policy, all other conditions and provisions of this Management Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to either party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Management Agreement so as to effect the original intent of the parties as closely as possible in an acceptable manner that is not invalid, illegal or against public policy, to the end that transactions contemplated hereby are fulfilled to the greatest extent possible.

7.10 Counterparts. This Management Agreement may be signed in counterparts, each of which shall be deemed to be an original but which, when taken together, shall constitute one and the same instrument.

[The remainder of this page intentionally left blank.]

IN WITNESS WHEREOF, this Management Agreement has been executed by the parties hereto as of the date first above-written.

MANAGER

TCI OF DAYTON, INC.

By: _____

Name: James N. Zerefos

Title: Assistant Secretary

OWNER

COMCAST CABLEVISION OF THE SOUTH, INC.

By: _____

Name: _____

Title: _____

IN WITNESS WHEREOF, this Management Agreement has been executed by the parties hereto as of the date first above-written.

MANAGER

TCI OF DAYTON, INC.

By:_____

Name:_____

Title:_____

OWNER

COMCAST CABLEVISION OF
THE SOUTH, INC.
By: [illegible]

Name: Arthur Block

Title: Senior V.P.

UNITED STATES OF AMERICA

FEDERAL COMMUNICATIONS COMMISSION

Washington, D.C.

Certification of Record

I, Magalie Roman Salas, state that I am the duly appointed and authorized Secretary of the Federal Communications Commission of the United States of America and, as part of my duties, I have the care, custody and control of all official records pertaining to the business of the said Commission. I further state, under penalty of perjury, that the attached is a true and correct copy of the following document as it appears in the Commission's records.

Letter dated February 1, 2001, from Lonnie Martinez of AT&T, to the Office of the Secretary, Federal Communications Commission, to notify the Commission of a change of operator for the cable communities in Tarentum, PA; attached one-page list; received February 6, 2001.

IN WITNESS WHEREOF, I have hereunto set my hand, and caused the seal of the Federal Communications Commission to be affixed, this 10th day of January 2002.

Magalie Roman Salas

Secretary

EXHIBIT

B

RECEIVED

FEB 6 2001

FEDERAL COMMUNICATIONS COMMISSION
OFFICE OF THE SECRETARY

AT&T

AT&T Broadband
P.O Box 5630
Denver, CO 80217-5630

February 1, 2001

Office of the Secretary
Federal Communications Commission
445 12th Street, SW
Washington, DC 20554

Attn.: Cable Services Bureau

Re: Tarentum, PA

Ladies and Gentlemen:

Pursuant to Section 76.400 of the FCC Rules and Regulations, we hereby notify the Commission of a change of operator of the cable communities referenced above. The new operator name is shown on the attached list.

The new address for the owner is:

PO Box 5630
Denver, CO 80217-5630.

If you have any questions, or require further information, please contact the undersigned at (720) 875-4859.

Very truly yours,

Lonnie Martinez

Lonnie Martinez
Regulatory Acquisition Analyst
Rates & Regulatory Matters

FCC CUID	Community Name	Entity Name
PA0612	ARNOLD	TCI OF DAYTON, INC.
PA0725	BLAWNOX	TCI OF DAYTON, INC.
PA0613	BRACKENRIDGE	TCI OF DAYTON, INC.
PA2245	BUFFALO TWP	TCI OF DAYTON, INC.
PA0616	CHESWICK	TCI OF DAYTON, INC.
PA0617	EAST DEER	TCI OF DAYTON, INC.
PA1805	FRAZER TWP	TCI OF DAYTON, INC.
PA0727	HARMAR	TCI OF DAYTON, INC.
PA0619	HARRISON TWP	TCI OF DAYTON, INC.
PA0621	LOWER BURRELL	TCI OF DAYTON, INC.
PA0624	NEW KENSINGTON	TCI OF DAYTON, INC.
PA1464	O'HARA	TCI OF DAYTON, INC.
PA0724	OAKMONT	TCI OF DAYTON, INC.
PA0629	SPRINGDALE	TCI OF DAYTON, INC.
PA0725	SPRINGDALE TWP	TCI OF DAYTON, INC.
PA0630	TARENTUM	TCI OF DAYTON, INC.
PA0723	VERONA	TCI OF DAYTON, INC.

AFFIDAVIT

I, the undersigned, hereby declare under penalty of perjury that all of the factual averments set forth in the attached Petition of Borough of Blawnox, Pennsylvania to Deny or Dismiss Applications in MB Docket No. 02-70 are true and correct to the best of my knowledge, information and belief including the following:

1. The Borough of Blawnox, Pennsylvania is a party in interest in this proceeding because Comcast Cablevision of the South, Inc. (Comcast Cablevision") is the cable television franchisee in the Borough pursuant to a Franchise Agreement dated September 17, 1984 between the Borough and Comcast Cablevision's predecessor, Westmoreland Cable Company, Inc. The Franchise Agreement authorized Comcast Cablevision to operate a cable television franchise in Blawnox.

2. On December 31, 2000, Comcast Cablevision and AT&T entered into a Management Agreement for Blawnox Pennsylvania System ("Management Agreement") which authorized a subsidiary of AT&T – TCI of Dayton, Inc. (doing business as AT&T Broadband) ("TCI") to operate the Borough's cable system. A true and correct copy of the Management Agreement was provided by Mary C. Kane, Director – Regulatory Affairs – Comcast Cable Communications, Inc., to the Borough's counsel on or about January 18, 2001.

3. The aforementioned Management Agreement, a copy of which is appended to the Petition of Borough of Blawnox, Pennsylvania to Deny or Dismiss Applications applies to operation of the cable television system in Blawnox Borough, Pennsylvania.

Dated: April 26, 2002

Sherry A. Kordas

Sherry A. Kordas
RDM, Inc. - Borough Manager
Blawnox Borough, Pennsylvania

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CERTIFICATE OF SERVICE

I hereby certify that the original and four (4) copies of the foregoing Petition of Blawnox, Pennsylvania To Deny or Dismiss Applications were sent via Federal Express on this 26th day of April, 2002 to:

William F. Caton, Acting Secretary
Federal Communications Commission
445 12th Street, S.W., TN-B204
Washington, D.C. 20024

and that true and correct copies of the foregoing Petition of Blawnox, Pennsylvania to Deny or Dismiss Applications were sent on this 26th day of April, 2002 to each of the parties set forth on Exhibit A which is appended hereto in the manner set forth on such exhibit.

Elliott J. Schuchardt, Esquire

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Exhibit A

AT&T Corp. **(Via U.S. Mail)**

Mark C. Rosenblum
Stephen C. Garavito
AT&T CORP.
Room 1131M1
295 North Maple Avenue
Basking Ridge, NJ 07920

Comcast Corporation **(Via U.S. Mail)**

Stanley L. Wang
Joseph W. Waz, Jr.
COMCAST CORPORATION
1500 Market Street
Philadelphia, PA 19102

Federal Communications Commission

Linda Senecal, Industry Analysis Division **(Ten (10) copies via Federal Express)**
Federal Communications Commission Media Bureau **(One (1) copy via Electronic Mail)**
445 12th Street, S.W.
Room 2-C438
Washington, D.C. 20554

Qualex International, Portals II **(Via U.S. Mail)**
445 12th Street, S.W.
Room CY-B402
Washington, DC 20554

Roger Holberg **(Via U.S. Mail)**
Federal Communications Commission Media Bureau
445 12th Street, S.W.
Room 2-C262
Washington, D.C. 20554

Erin Dozier **(Via U.S. Mail)**
Federal Communications Commission Media Bureau
445 12th Street, S.W.
Room 2-C221
Washington, D.C. 20554

David Sappington, Chief Economist **(Via U.S. Mail)**
Federal Communications Commission Office of Plans and Policy
445 12th Street, S.W.
Room 7-C452
Washington, D.C. 20554

James Bird, Office of General Counsel **(Via U.S. Mail)**
Federal Communications Commission
445 12th Street, S.W.
Room 8-C824
Washington, D.C. 20554

Donald Stockdale **(Via U.S. Mail)**
Federal Communications Commission Office of Plans and Policies
445 12th Street, S.W.
Room 7-C324
Washington, D.C. 20554

William Dever **(Via U.S. Mail)**
Federal Communications Commission
Common Carrier Bureau
445 12th Street, S.W.
Room 5-C266
Washington, D.C. 20554

Cynthia Bryant **(Via U.S. Mail)**
Federal Communications Commission International Bureau
445 12th Street, S.W.
Room 6-C807
Washington, D.C. 20554

Jeff Tobias **(Via U.S. Mail)**
Federal Communications Commission Wireless Telecommunications Bureau
445 12th Street, S.W.
Room 2-C828
Washington, D.C. 20554