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August 11, 2005

VIA ELECTRONIC FILING

Nazifa Sawez
Federal Communications Commission
Room 2-A726
445 12th Street, SW
Washington, DC 20554

Re: WPXN-DT (New York, New York)
Facility ID No. 73356
FCC File No. CDBS-20050811ABA
Form 383 First Round Channel Election Conflict Decision

Dear Ms. Sawez:

Paxson Communications Licensee Company, LLC (“Paxson”), licensee of television station WPXN-TV (New York, New York) (the “Station”), by its attorneys, hereby provides the Commission with additional information regarding its Form 383 First Round Channel Election Conflict Decision to clarify that its election of Channel 31 can be approved. Paxson received a conflict analysis letter from the Commission indicating that the Station’s election as reflected in FCC File No. BFRECT-20050210ANR was predicted to cause interference to three protected facilities. This letter will address these three conflicts in turn.

1. **WSWB(TV) (Scranton, Pennsylvania)**. The Commission’s letter indicated that the Station’s election was predicted to cause 0.3% interference to the Channel 31 service area of WSWB(TV). WSWB(TV), however, did not elect Channel 31 but instead elected its other paired allotment on Channel 38 (see FCC File No. BFRECT-20050210AGS). The Commission tentatively approved the WSWB(TV) election and “locked-in” Channel 38. Accordingly, the Station’s channel election conflict has been eliminated, and, pursuant to the guidance of the Commission’s staff, no consent from the licensee of WSWB(TV) is necessary.

2. **WTIC(TV) (Hartford, Connecticut)**. The Commission’s letter indicated that the Station’s election was predicted to cause 1.1% interference to the elected service area of WTIC(TV). Paxson has determined, however, that this predicted level of interference was based on an erroneous analysis of the Station’s presumed facilities. The Commission’s letter presumes Station facilities as currently operated from an analog auxiliary antenna located on the Empire State Building. The certified facilities (FCC File No. BCERCT-20041103AJX), however, specify operation from the Station’s licensed facility, located at the site of the former World

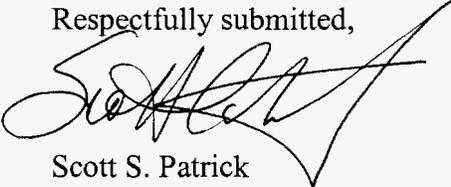
Trade Center (*see* FCC File No. BPCDT-19991028ACH). Paxson's analysis of operation from these licensed facilities indicates that the Station is predicted to cause interference to the permissible amount of 0.008% of the service population of WTIC(TV). The Commission's staff has verified these results and accordingly has informed Paxson that no consent from the licensee of WTIC(TV) is necessary.

3. WPPX(TV) (Wilmington, Delaware). The Commission's letter indicated that the Station's election was predicted to cause 3.3% interference to the elected service area of WPPX(TV). As described above, Paxson has determined that this predicted level of interference was based upon an erroneous analysis. The accurate amount of predicted interference is 1.0%. A consent agreement is attached. According to informal guidance from the Commission's staff, because this predicted amount of interference is less than *de minimis* for DTV stations (*i.e.*, less than 2.0%), Paxson is not obliged to provide formal responses to the six enumerated items set forth in the Commission's *Public Notice* (DA 05-2233, Aug. 2, 2005). Nonetheless, Paxson hereby generally responds:

The cumulative level of interference received by WPPX(TV) is 9.5%. The Station's DTV Channel 31 is available for selection, but it presents an inferior opportunity for maximization. The interference predicted to be caused by the Station occurs both inside and outside the WPPX(TV) DMA. At least 14 DTV stations would continue to serve the loss area. There are numerous public interest factors weighing in favor of grant, including (1) the Station and WPPX(TV) are commonly owned; (2) viewers in the loss areas would not lose access to the programming service of WPPX(TV) (*i.e.*, PAX), as most already and the rest could receive the Station's programming service; (3) broadcast spectrum in the New York City-Philadelphia area is highly congested and consent reflects and promotes the intensive and efficient use of this spectrum; and (4) WPPX(TV)'s other allotment is out-of-core and the station thus is precluded from otherwise avoiding the predicted interference.

For these reasons, Paxson urges approval of the Station's election. Please contact the undersigned if you have any questions regarding this matter.

Respectfully submitted,



Scott S. Patrick

Enclosure

cc: form383@fcc.gov

David Oxenford, Esq. (*counsel for WSWB(TV)*)

Thomas P. Van Wazer, Esq. (*counsel for WTIC(TV)*)

INTERFERENCE ACCEPTANCE AGREEMENT

THIS AGREEMENT is made as of August 11, 2005 between Paxson Communications License Company, LLC ("PCLC") and Paxson Philadelphia License, Inc. ("PPLI").

PCLC is the licensee of analog television broadcast station WPXN-TV (New York, New York) (the "New York Station") broadcasting on Channel 31. On February 10, 2005, PCLC made a first-round channel election filing with the Federal Communications Commission ("FCC") pursuant to which PCLC elected Channel 31 for New York Station operations to be conducted after the close of the digital television ("DTV") transition.

PPLI is the licensee of analog television broadcast station WPPX(TV) (Wilmington, Delaware) (the "Philadelphia Station") broadcasting on Channel 61. On February 10, 2005, PPLI made a first-round channel election filing with the FCC pursuant to which PPLI elected Channel 31 for Philadelphia Station operations to be conducted after the close of the DTV transition. The FCC approved this election on June 23, 2005 (FCC File No. BFRECT-20050210APN).

The FCC has determined that a "conflict" exists between the channel elections of the New York Station and the Philadelphia Station. According to the FCC's initial calculation, the New York Station is predicted to cause interference to 3.3% of the Philadelphia Station service area population, but the FCC subsequently has verified that the actual amount is 1.0%.

Consistent with the rules and policies set forth in the Second Periodic Review of the Commission's Rules and Policies Affecting the Conversion to Digital Television, *Report and Order*, MB Docket No. 03-15 (rel. Sept. 7, 2004), and for the purpose of obtaining grant of the New York Station channel election, PPLI hereby agrees that it will accept all interference caused by PCLC based upon the facilities of each party as certified to the FCC in the New York Station's Form 381 filing (File No. BCERCT-20041103AJX) and in the Philadelphia Station's Form 381 filing (File No. BCERCT-20041104AVY).

Each of PPLI and PPLC shall take all commercially reasonable steps to satisfy any questions or concerns raised by the FCC with respect to their first-round DTV election filings, notify the other of any such FCC inquiries, and furnish all information requested by the FCC with respect thereto.

No amendment or waiver of compliance with any provision hereof or consent pursuant to this Agreement shall be effective unless in a writing signed by the party against whom enforcement is sought. Neither party may assign this Agreement without the prior written consent of the other party, which shall not be unreasonably withheld. This Agreement constitutes the entire agreement and understanding of the parties hereto and supersedes all prior agreements and understandings with respect to the subject matter hereof. Nothing in this Agreement expressed or implied is intended or shall be construed to give any rights to any person or entity other than the parties hereto and their respective successors and permitted assigns. This Agreement shall be governed by the laws of the State of New York without giving effect to the choice of law provisions thereof. This Agreement may be executed in separate

counterparts, each of which shall be deemed to be an original and all of which together constitute one and the same agreement. Each party shall bear all of its expenses incurred in connection with the transactions contemplated by this Agreement, including without limitation accounting and legal fees incurred in connection herewith. No consideration is being paid by either party in connection with this Agreement.

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date first set forth above.

PCLC: PAXSON COMMUNICATIONS LICENSE COMPANY, LLC

By: 
Name: **WILLIAM L. WATSON**
Title: **SECRETARY**

PPLI: PAXSON PHILADELPHIA LICENSE, INC.

By: 
Name: **WILLIAM L. WATSON**
Title: **SECRETARY**