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

Federal Communications Commission
Office of Secretary

In the Matters of

DOCKET FILE COPY ORIGINAL

NORCOM COMMUNICATIONS CORPORATION

WTB DOCKET NO. 98-181

Business Radio Station License WNQF836
SMR Radio Stations WZA770, WNBW505,
WNAJ380, WNRU218 and WNJU965
New York, New York/Long Island Area

Application to Modify Business
Radio Station License WNQF836
New York, New York/Long Island Area

File Number A008053

Application to Modify SMR
Radio Station License WZA770
New York, New York/Long Island Area

File Number C002479

Application to Modify SMR
Radio Station License WNBW505
New York, New York/Long Island Area

File Number C002480

ASSOCIATION FOR EAST END LAND MOBILE COVERAGE

Business Radio Station License WPAT918
New York, New York/Long Island Area

LMR 900 ASSOCIATION OF SUFFOLK

Business Radio Station License WNXT323
New York, New York/Long Island Area

METRO NY LMR ASSOCIATION

Business Radio Station License WPAZ643
New York, New York Area

NY LMR ASSOCIATION

Business Radio Station License WPAP734
New York, New York/Long Island Area

WIRELESS COMMUNICATIONS ASSOCIATION OF SUFFOLK COUNTY

Business Radio Station License WPAT910
New York, New York/Long Island Area

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Joint Request For Approval and Adoption of Settlement

1. The Chief, Wireless Telecommunications Bureau (“Bureau”), Norcom Communications Corp. (“Norcom”), the Association for East End Land Mobile Coverage (“East End”), the LMR 900 Association of Suffolk (“LMR 900”), and the NY LMR Association (“NY LMR”) (collectively, “Movants”) (Norcom, East End, LMR 900 and NY LMR, collectively “Licensees”), by their attorneys, hereby request that the Presiding Judge in the above-captioned matter issue an Order approving and adopting the terms contained in the attached Settlement Agreement (Exhibit 1).

2. The Licensees are filing, simultaneously herewith under separate cover, a Motion for Summary Decision upon which the Bureau will file comments. The Motion for Summary Decision will seek resolution on the merits of all pending issues in this proceeding. Favorable action by the Presiding Judge on both the Motion for Summary Decision and the instant Joint Request will effectuate a resolution of this hearing proceeding.

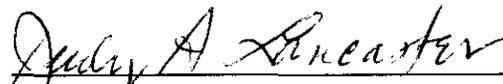
3. The parties filing this Joint Request constitute all of the parties remaining in this proceeding. In the accompanying Settlement Agreement, the parties agree to appropriate sanctions and other measures to ensure future compliance. Specifically, the Licensees agree, among other things, to the imposition by the Presiding Judge of forfeitures. In addition, Norcom agrees to implement a compliance program, and the captioned Associations agree to surrender their licenses to the Commission, if they have not already done so.

4. The parties herein believe that grant of this Joint Request and the Joint Motion will serve the public interest, convenience and necessity by resolving all of the outstanding issues on the merits. Termination of this proceeding under the terms specified in the Joint Request will conserve administrative resources by eliminating the need for an expensive and protracted hearing, and by permitting the continued service to the public without disruption.

5. Accordingly, the parties request that the Presiding Judge issue an order granting the Joint Request, approving and adopting the attached Settlement Agreement, granting the Joint Motion for Summary Decision, and terminating this proceeding.

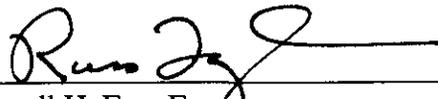
Respectfully submitted,

Wireless Telecommunications Bureau

By: 

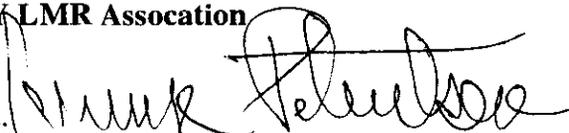
Judy Lancaster, Esq.
Tom Fitz-Gibbon, Esq.
Enforcement and Consumer Information Division

Norcom Communications Corporation

By: 

Russell H. Fox, Esq.
Russ Taylor, Esq.
Gardner, Carton & Douglas

**Association For East End Land Mobile Coverage
LMR 900 Association of Suffolk
NY LMR Association**

By: 

George Petrutsas, Esq.
Fletcher, Heald & Hildreth, PLC

Certificate of Service

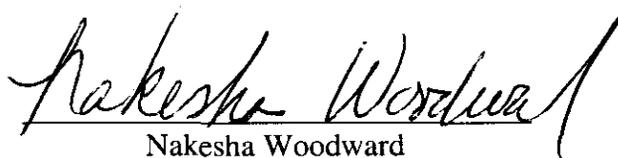
I, Nakesha Woodward, certify that, on July 22, 1999, a copy of the foregoing Request For Approval and Adoption of Settlement Agreement was sent by facsimile and first class mail to:

Russell H. Fox, Esq.
Gardner, Carton & Douglas
1301 K Street, N.W.
Suite 900, East Tower
Washington, D.C. 20005

George Petrutsas, Esq.
Fletcher, Heald & Hildreth
1300 North 17th Street, 11th Floor
Arlington, VA 22209-3801

and was hand-carried to:

Honorable John M. Frysiak
Administrative Law Judge
445 12th Street, S.W., Room 1-C861
Federal Communications Commission
Washington, D.C. 20554


Nakesha Woodward

SETTLEMENT AGREEMENT

1. **THIS SETTLEMENT AGREEMENT** (“Agreement”) is made, entered into and effective this 22nd day of July, 1999 (“Effective Date”), by and among the **Wireless Telecommunications Bureau** (“WTB” or the “Bureau”) of the **Federal Communications Commission**, a federal agency headquartered at Washington, D.C. (“Commission” or “FCC”); **Norcom Communications Corporation** (“Norcom”), a closely-held corporation organized and governed under the laws of the State of New York; **Robert Nopper** (“R. Nopper”), the former President of Norcom, in his individual capacity; **Douglas Nopper** (“D. Nopper”), the President of Norcom, in his individual capacity (each an “Individual” and collectively, the “Individuals”); the **Association for East End Land Mobile Coverage** (“East End”), a non-profit association; the **LMR 900 Association of Suffolk** (“LMR 900”), a non-profit association, and the **NY LMR Association** (“NY LMR”), a non-profit association (“East End”, “LMR 900” and “NY LMR” singularly, an “Association” and collectively, the “Associations”) (Norcom and the Associations, collectively, the “FCC Litigants”) (Norcom, the Associations and the Individuals, collectively, the “Private Parties”) (the Private Parties and the WTB, each a “Party” and collectively the “Parties”).

2. Although not parties to this Settlement Agreement, **Timothy J. Mangan** (“Mangan”), Director and Executive Officer of East End, in his capacity as an individual; **William Larkin** (“Larkin”), Director of East End, in his capacity as an individual; **Laurence T. Blass** (“Blass”), Director and Executive Officer of LMR 900, in his capacity as an individual; **James Campbell** (“Campbell”), Director of LMR 900, in his capacity as an individual; **John Villanela** (“Villanela”), Director of LMR 900, in his

capacity as an individual; **Daniel Kunnecke** (“Kunnecke”), Director and Executive Officer of NY LMR, in his capacity as an individual; **Robert Depolito** (“Depolito”), Director of NY LMR, in his capacity as an individual, and **Steve Simon** (“Simon”), Director of NY LMR, in his capacity as an individual, have, as a condition of settlement and in lieu of signing the Settlement Agreement, executed individual consent agreements, copies of which are attached hereto as Attachment 1 and incorporated herein by reference, stating that each will not hold a license for an FB7 station authorized to operate on frequencies above 800MHz and will not apply for, or be a party to, an application before the Commission for such a license (Mangan, Larkin, Blass, Campbell, Villanela, Kunnecke, Depolito and Simon, each a “Director” and collectively, the “Directors”).

Background

3. Norcom, located in Bayshore, New York, currently holds five (5) Commission authorizations for Specialized Mobile Radio (“SMR”) stations WZA770, WNBW505, WNAJ380, WNRU218 and WNJU965, and one (1) Business Radio authorization for WNQF836, a station used for private, internal communications. These authorizations, among others, enable Norcom to operate as a communications company providing SMR and other communications services to customers on a “for-profit” basis. Norcom also manages communications systems that are licensed to others. As used in this Settlement Agreement, “for-profit” means a telecommunications service established for the purpose of receiving compensation or monetary gain from users.

4. In 1990 and 1991 Norcom assisted with the formation and organization of seven non-profit associations (collectively, the “associations”). Two of those Associations did not obtain Commission authorizations. Three of those associations (the

capacity as an individual; **Daniel Kunnecke** (“Kunnecke”), Director and Executive Officer of NY LMR, in his capacity as an individual; **Robert Depolito** (“Depolito”), Director of NY LMR, in his capacity as an individual, and **Steve Simon** (“Simon”), Director of NY LMR, in his capacity as an individual, have, as a condition of settlement and in lieu of signing the Settlement Agreement, executed individual consent agreements, copies of which are attached hereto as Attachment 1 and incorporated herein by reference, stating that each will not hold a license for an FB7 station authorized to operate on frequencies above 800MHz and will not apply for, or be a party to, an application before the Commission for such a license (Mangan, Larkin, Blass, Campbell, Villanela, Kunnecke, Depolito and Simon, each a “Director” and collectively, the “Directors”).

Background

3. Norcom, located in Bayshore, New York, currently holds five (5) Commission authorizations for Specialized Mobile Radio (“SMR”) stations WZA770, WNBW505, WNAJ380, WNRU218 and WNJU965, and one (1) Business Radio authorization for WNQF836, a station used for private, internal communications. These authorizations, among others, enable Norcom to operate as a communications company providing SMR and other communications services to customers on a “for-profit” basis. Norcom also manages communications systems that are licensed to others. As used in this Settlement Agreement, “for-profit” means [a service] established for the purpose of receiving compensation or monetary gain from users.

4. In 1990 and 1991 Norcom assisted with the formation and organization of seven non-profit associations (collectively, the “associations”). Two of those Associations did not obtain Commission authorizations. Three of those associations (the

“Associations”) remain parties in WTB Docket No. 98-181 and are parties to this Settlement Agreement. The remaining two of those associations, Wireless Communication of Suffolk (“Suffolk”) and Metro NY LMR (“Metro”), surrendered their Commission authorizations for cancellation and withdrew their appearances in WTB Docket No. 98-181. On March 17, 1999 the Presiding Judge certified the Suffolk and Metro cases for administrative disposition. Suffolk and Metro are not parties to this Settlement Agreement.

5. After their formation, five of the associations, with the assistance of Norcom, obtained a Commission authorization to operate a FB7 station on frequencies above 800 MHz. As used in this Settlement Agreement, “FB7” means a Private Mobile Radio Service station that is authorized to operate on a not-for-profit, cost-shared basis pursuant to 47 C.F.R. §90.179(f). The operations of the associations were conducted from the same business address as Norcom and Norcom managed the associations and the non-profit stations licensed to the associations (WPAT-918, licensed to East End; WPAP-734, licensed to the NY LMR; WNXT-323, licensed to LMR 900; WPAT-910, formerly licensed to Suffolk and WPAZ-643, formerly licensed to Metro).

6. In 1996, the Commission initiated an investigation of Norcom’s and the Associations’ compliance with the Commission’s rules. As a result of that investigation, on October 14, 1998, the Commission released an *Order to Show Cause, Hearing Designation Order and Notice of Opportunity for Hearing for Forfeiture* (“HDO”). The HDO specified the following issues: (a) to determine whether Norcom, East End, LMR 900, Metro, NY and/or Suffolk violated Section 310(d) of the Act by engaging in unauthorized transfers of control of Stations WPAT918, WNXT323, WPAZ643,

WPAP734, and/or WPAT910; (b) to determine whether Norcom, East End, LMR 900, Metro, NY and/or Suffolk violated Section 90.179(f) of the Commission's Rules, 47 C.F.R. § 90.179(f), by operating Stations WPAT918, WNXT323, WPAZ643, WPAP734, and/or WPAT910 on a for-profit basis; (c) to determine whether Norcom has abused the Commission's processes in connection with the creation and/or control of the Associations and/or with the control and/or operation of the Associations' stations; (d) to determine, in light of the evidence adduced pursuant to the foregoing issues, whether Norcom, East End, LMR 900, Metro, NY and/or Suffolk are basically qualified to be Commission licensees; (e) to determine, in light of the evidence adduced pursuant to issues (a)-(d), whether the above-captioned licenses should be revoked; and (f) to determine, in light of the evidence adduced pursuant to issues (a)-(d), whether the above-captioned applications should be granted. The HDO also specified a maximum forfeiture liability of \$185,000 for Norcom and \$37,000 for each association.

7. Norcom and the Associations filed appearances. Norcom, East End, LMR 900 and NY LMR remain parties in WTB Docket No. 98-181, which is pending before the presiding Administrative Law Judge.

8. The Parties acknowledge that users of the facilities licensed to the Associations, Suffolk and Metro have, since the time the HDO was issued, submitted applications for use of the frequency assignments associated with the associations' systems. The Parties desire to prevent disruption of these users' ability to meet their communications needs and enter into this Settlement Agreement, in part, in order to effectuate that result.

Agreement Terms

Procedures

9. Within ten (10) business days after the Effective Date, Norcom and the Associations shall file with the Judge a motion seeking Summary Decision of the designated issues in this proceeding consistent with this Settlement Agreement¹ and ordering such other actions as may be necessary or useful to effectuate the objectives of this Settlement Agreement (the "Order"), and simultaneously the Parties shall file a request for approval and adoption of this Settlement Agreement. It is contemplated that action on both requests will result in termination of the hearing proceeding. All Parties shall use their best efforts to secure the issuance and finality of an Order by the Presiding Judge granting the requested relief and terminating this proceeding.

¹ The joint motion shall request:

- (1) A decision adverse to Norcom, East End, LMR 900 and NY LMR upon issue (a) of the HDO [unauthorized transfer of control];
- (2) A decision adverse to Norcom, East End, LMR 900 and NY LMR upon issue (b) of the HDO [operating nonprofit stations on a for-profit basis];
- (3) A decision in Norcom's favor upon issue (c) of the HDO [abuse of process];
- (4) A decision in Norcom's favor upon issue (d) of the HDO [qualification];
- (5) A decision in Norcom's favor upon issue (e) of the HDO [revocation];
- (6) For violation of Section 310(d) of the Act, 47 U.S.C. § 310(d), and Section 90.179(f) of the Commission's Rules, 47 C.F.R. § 90.179(f), imposition of a forfeiture of \$110,000 by Norcom to be paid in five installments, the first installment (\$22,000) to be due within ten (10) business days after the time for seeking reconsideration, administrative review or judicial appeal of the Order of the Presiding Judge has expired or, if there has been a timely appeal, the Order of the Presiding Judge has been upheld and the time for seeking further reconsideration, administrative review or judicial appeal has expired, pursuant to 47 C.F.R. §§ 1.113, 1.117, 1.106 (the "Finality" Date), the subsequent four installments (\$22,000 each) to be due exactly three, six, nine, and 12 months after the first installment is due.
- (7) As a sanction for violation of Section 310(d) of the Act, 47 U.S.C. § 310(d), and Section 90.179(f) of the Commission's Rules, 47 C.F.R. § 90.179(f), imposition of a forfeiture of \$3,000 each against East End, LMR 900 and NY LMR to be due in full within ten (10) business days of the Finality Date.

Voluntary Agreement

10. The Private Parties acknowledge that they have been represented by communications counsel in connection with the preparation and execution of this Settlement Agreement. The Private Parties acknowledge that they fully understand each and every provision contained in this Settlement Agreement, and that they have entered into and executed this Settlement Agreement voluntarily.

Jurisdiction

11. The FCC Litigants acknowledge the jurisdiction of the Commission over them and the subject matter of this proceeding for purposes of this Settlement Agreement and the Order adopting this Settlement Agreement.

12. The Individuals, Robert and Douglas Nopper, hereby voluntarily submit themselves, for the purposes of this Settlement Agreement, to the jurisdiction of the Commission and the Presiding Judge in WTB Docket No. 98-181 (this "Proceeding") and agree to accept and abide by the terms of the Order issued pursuant to this Settlement Agreement.

Appeal Waiver

13. The Private Parties hereby agree not to seek administrative or judicial reconsideration, review, appeal, or stay, or to otherwise challenge the Order of the Presiding Judge unless the resolution of the issues presented in the HDO or the sanctions imposed by the Order differ materially from those specified in footnote 1 of this Settlement Agreement. The foregoing notwithstanding, if a third party seeks administrative or judicial reconsideration, review, appeal, or stay, or otherwise challenges the Order of the Presiding Judge, the Parties may participate in any administrative or

judicial proceedings so initiated by such request for review, appeal or challenge in order to urge the continued validity of provisions of the Order that are consistent with the decisions contemplated by footnote 1 of this Settlement Agreement.

Admissions

14. This Settlement Agreement is for settlement purposes only. Nothing in this Settlement Agreement or in the Order approving and/or adopting this Settlement Agreement shall constitute or be deemed to constitute an admission by the Parties with respect to any issue of fact or law or to any violation of the Commission's Rules or of the Communications Act of 1934, as amended (the "Act"), except in connection with this Settlement Agreement or in connection with any Order issued pursuant to this Settlement Agreement.

Summary Decision Required

15. Except as otherwise specified herein, the provisions of this Settlement Agreement shall become effective on the Effective Date. If the Presiding Judge fails to issue an Order as described and contemplated herein, this Agreement shall become null and void. In the event any material provision of this Order is reversed or invalidated, any admissions or agreements will be deemed withdrawn and shall not be used by any Party against another Party.

Evidence

16. The Private Parties agree that there is sufficient evidence from which a reasonable trier-of-fact could find that:

- a. As alleged in the HDO, Norcom and the Associations transferred control, as defined in Paragraphs eight (8) and nine (9) of the

HDO, from the Associations' stations to Norcom without prior authorization from the Commission, in violation of Section 310(d) of the Act, 47 U.S.C. § 310(d); and

- b. Norcom and the Associations used the Associations' stations to provide communications on a for-profit basis, as alleged in the HDO, in violation of Section 90.179(f) of the Commission's Rules, 47 C.F.R. § 90.179(f).

17. The Bureau agrees that there is evidence from which a reasonable trier-of-fact could find that:

- a. Norcom did not abuse the Commission's processes; and
- b. Norcom is qualified to be a Commission licensee.

Norcom Terms

18. Norcom agrees to the following terms:

- a. Norcom shall pay a forfeiture of \$110,000 in five installments: the first installment of Twenty-two Thousand Dollars (\$22,000) is due within ten (10) business days after the Finality Date and the subsequent four installments, of Twenty-two Thousand Dollars (\$22,000) each, are due exactly three, six, nine, and 12 months after the first installment is due.
- b. Any payment required by this Agreement, and ordered by the Order, which is not received by the Commission, at its designated location², on or before it is due is in "default." Norcom hereby

agrees that if it defaults in delivery of such a payment, the Bureau may, at its option, cancel all of Norcom's SMR licenses. Norcom further agrees that it will not, in any circumstance, attempt to countermand or withdraw its agreement to this term unless such countermand or withdrawal is based upon the Bureau's failure to abide by the terms of this Settlement Agreement.

- c. After the Effective Date, Norcom shall not manage any FB7 station authorized to operate on frequencies above 800 MHz, except that Norcom shall be permitted to manage the Associations' stations subject to this Agreement until the licenses for those stations are cancelled pursuant to this Agreement.

² Unless otherwise instructed by the Commission, any payment required by this Agreement, or ordered by the Order, shall be wired or paid by check or similar instrument payable to the order of the Federal Communications Commission and may be hand-delivered to the Commission at 445 12th Street, Room 1-A820; mailed to Post Office Box 73482, Chicago, Illinois 60673-7482 or wired pursuant to the following instructions: At least one hour before the wire transfer but on the same business day, fax a completed FCC Form 159 (FCC Remittance Advice) and FCC Form 159-C (Advice Continuation Sheet), if any, to Mellon Bank in Pittsburgh, PA at (412) 236-5702. At the top of the FCC Form 159 indicate "Wire Transfer – Forfeiture Payment" and the date of the wire. Enter the P.O. Box 358325 at the top of the Form 159 and Payment Type Code "FORT" in Block 1. Give the following information to your bank in order to complete the wire transfer: ABA Routing Number 043000261, Receiving Bank: Mellon Pittsburgh, BNF: FCC/AC – 9116106, OBI Field: (Skip one space between each information item), "FORFEITUREPAY", PAYER TIN, PAYMENT TYPE CODE (Exactly as on Form 159, Block 20), FCC CODE 1 (Only complete this block if required), FCC Code 2 (Only complete this block if required), PAYOR NAME (Exactly as on Form 159, Block 2), Daytime Phone No. (Exactly as on Form 159, Block #17). All supporting applications/filings must be filed directly with the Financial Operations, 445 12th Street, S.W., Washington, D.C. 20554, Attn: Credit & Debt Management Center. A copy of the FCC Form 159 must be attached to the application / filing package. A wire transfer is not considered complete until both the FCC Form 159 has been faxed to Mellon Bank and the wire transfer has been made. The effective receipt date for all wire transfers is the latter date on which both items were received by Mellon Bank. No wire transfers will be allowed after 6:00 p.m. EST. Your bank may have similar cutoff time frames. Your FCC Form 159 and your wire transfer must arrive at Mellon Bank on the same day in order for you to receive proper credit for your payment.

- d. After the Effective Date, Norcom shall not hold a license for any FB7 station authorized to operate on frequencies above 800 MHz and shall not apply for or be party to any application before the Commission for such a license;
- e. On or before the Finality Date, Norcom shall institute a Compliance Program that shall remain in effect for a period of three years after the Finality Date. This Compliance Program will include measures to insure the compliance of the officers, directors, employees and others who act on behalf of Norcom (collectively, "personnel"), with the Commission's Rules, policies and regulations regarding unauthorized transfer of control and the proper operation of community repeater systems compliant with the FCC's regulations. The compliance procedures adopted under this Compliance Program will specifically educate Norcom personnel with the requirements of Section 310(d) of the Communications Act of 1934, as amended, 47 U.S.C. § 310(d), including standards announced in Intermountain Microwave, 24 RR 963 (1963) and will monitor the performance of Norcom's personnel to insure conformity with the Communications Act of 1934, as amended, and the Commission's Rules, regulations and policies.
- f. For a period of three years after the Finality Date Norcom shall submit quarterly reports to the Bureau regarding its management

agreements, if any, and its compliance with the Commission's Rules. Specifically, within five (5) business days after the Finality Date, Norcom shall deliver to the WTB copies of all of Norcom's agreements to manage stations licensed to other entities. These agreements will be withheld from public inspection by the WTB as contemplated in 47 C.F.R. §§ 0.457 and 0.459, or any successor provisions, provided that the Commission may be required, pursuant to a request made under the Freedom of Information Act ("FOIA" request), as provided in 47 C.R.F. §0.461 et. seq, to make such agreements publicly available. The remaining quarterly reports shall be filed with the Commission on the fifth (5th) day of each subsequent quarter. Each quarterly report shall be signed by an Officer or Director of Norcom and shall state whether Norcom has entered into any new management agreements since the previous report and shall include copies of all new management agreements, which shall also be withheld from public inspection by the WTB as described above, provided however, that such agreements may also be made publicly available pursuant to a FOIA request.

- g. Attached hereto as Attachment 2 and incorporated herein by reference, is an affidavit from Robert Nopper which includes his statement that Norcom relied upon the advice of then-counsel George Petrutsas in assisting in the formation and organization of

the associations and in managing their stations; and that Mr. Petrutsas drafted much of the language used in the management agreements between Norcom and the associations..

- h. Norcom agrees that, until it fully pays the monetary forfeiture amount prescribed in the Order, Norcom will not voluntarily file with any U.S. Bankruptcy Court any debtor's petition or request for relief.
- i. Norcom agrees that it will not submit any FOIA requests seeking documents relating to this proceeding unless those documents are needed in order to enforce and defend this Settlement Agreement.
- j. Norcom agrees that the Motion For Summary Decision will request dismissal, without prejudice, of the applications which were designated in the HDO.

Associations' Terms

- 19. Each Association agrees to the following terms:
 - a. Within ten (10) days after the Effective Date, East End, LMR 900 and NY LMR each shall surrender all of its FB7 licenses to the Commission for cancellation, such cancellation to be effective no earlier than forty-five (45) days after the Finality Date.
 - b. Within ten (10) business days after the Finality Date, East End, LMR 900 and NY LMR each shall pay a monetary forfeiture of \$3,000 in full. Unless otherwise instructed by the Commission, payments may be made as described in footnote 2 of this Agreement.

- c. Except for the authorizations specified in the HDO, the cancellation of which is provided by subparagraph (a) above, after the Effective Date, East End, LMR 900 and NY LMR each shall not hold a license for an FB7 station authorized to operate on frequencies above 800 MHz and shall not apply for or be party to an application before the Commission for such a license;
- d. Attached hereto as Attachment 3 and incorporated herein by reference, is a declaration from George Petrutsas, counsel for the Associations, which includes his statement that he advised Norcom and the associations regarding the formation, organization and management of the associations; his statement that Norcom and the associations materially followed his recommendations in forming and organizing the associations; and his statement that he drafted much of the language used in the management agreements between Norcom and the associations. Such declaration is to be used solely for the purposes of resolving this case and for no other purpose.
- e. Attached hereto as Attachment 1 and incorporated herein, are statements from Timothy J. Mangan, William Larkin, Laurence T. Blass, James Campbell, John Villanela, Daniel Kunnecke, Robert Depolito, Steve Simon, each of whom are directors of the Associations, stating that, as individuals, they will not hold any FB7 station authorized to operate on frequencies above 800 MHz and that

they shall not apply for or be a party to any application before the Commission for such a license.

Individuals' Terms

20. In consideration of the representations contained in this Settlement Agreement, Robert Nopper, individually and Douglas Nopper, individually, each agrees:

- a. To submit to the jurisdiction of the Commission and the Presiding Judge in this proceeding and to obey any Order issued herein;
- b. Not to hold any license for an FB7 station authorized to operate on frequencies above 800 MHz;
- c. Not to apply for, or be a party to, any application before the Commission for a license for an FB7 station authorized to operate on frequencies above 800 MHz;
- d. Not to manage an FB7 station authorized to operate on frequencies above 800 MHz, except that they may continue to manage the licenses of the Associations until those licenses are cancelled pursuant to this Agreement.
- e. Not to individually cause the filing of, or urge other persons to file, creditors' petitions forcing Norcom into involuntary bankruptcy, until such time as the monetary forfeiture specified in the Order is fully paid.

Bureau Terms

21. The Bureau agrees:

- a. To support the issuance of a summary decision as described in Footnote 1;
- b. After Finality, not to interpose objections which are based upon the facts alleged in the HDO to the grant of Norcom's pending applications which have not been designated for hearing;
- c. Within ten (10) days after Finality, to inform the processing staff that this proceeding has concluded and no longer should be considered an impediment to the processing of Norcom's pending applications.

Waivers and Amendments

21. The failure of any Party to seek redress for a violation of, or to insist upon strict performance of, any provision of this Settlement Agreement shall not be deemed a waiver of that provision or estop that Party from fully asserting any or all of its rights under this Settlement Agreement. No amendment or waiver of any provision of this Settlement Agreement shall be effective unless the same shall be in writing and signed by all of the Parties affected thereby, and such written and signed amendment or waiver shall be effective only in the specific instance and for the specific purpose set forth in the text of the amendment or waiver.

Equal Access to Justice Act

22. Each of the Parties agrees to assume that Party's own costs, including attorneys' fees, incurred in connections with the Proceeding. Each of the Private Parties expressly waives any and all rights that they may have to seek relief under the Equal Access to Justice Act. See 5 U.S.C. § 504 and 28 U.S.C. § 2412.

Entire Agreement

23. This Agreement sets forth the entire agreement between or among the Parties with respect to the subject matter hereof and supersedes any prior negotiations, agreements, understanding or arrangements between or among the Parties with respect to the subject matter hereof.

Construction

24. This Settlement Agreement is a product of arms-length negotiation. In the event that an ambiguity exists in any provision of this Settlement Agreement, such ambiguity shall not construed by reference to any doctrine calling for construction of such ambiguity to be construed against the party that drafted this Settlement Agreement.

Applicable Law

25. This Agreement shall be governed by and construed in accordance with the laws of the District of Columbia, the Communications Act of 1934, as amended, and any applicable federal law as to any and all matters, including, but not limited to, validity, construction, effect, performance and remedies.

Section and Other Headings

26. The section and other headings contained in this Settlement Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Settlement Agreement.

Counterparts

27. This Settlement Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall

constitute one and the same instrument. Counterparts executed and received by telecopier transmission shall be deemed valid and binding upon the Parties.

IN WITNESS WHEREOF, the Parties have duly executed this Settlement Agreement as of the day and year first above written.

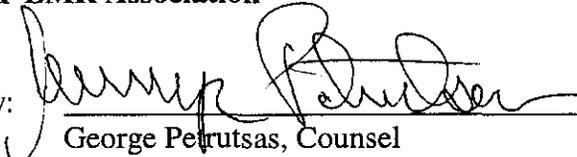
Wireless Telecommunications Bureau

By: 
Kathleen O'Brien-Ham
Deputy Bureau Chief

Norcom Communications Corporation

By: _____
Douglas Nopper, as President

**Association for East End Land Mobile Coverage
LMR 900 Association of Suffolk
NY LMR Association**

By: 
George Petrutsas, Counsel

Robert Nopper

Robert Nopper, Individually

Douglas Nopper

Douglas Nopper, Individually

constitute one and the same instrument. Counterparts executed and received by telecopier transmission shall be deemed valid and binding upon the Parties.

IN WITNESS WHEREOF, the Parties have duly executed this Settlement Agreement as of the day and year first above written.

Wireless Telecommunications Bureau

By: _____
Kathleen O'Brien-Ham
Deputy Bureau Chief

Norcom Communications Corporation

By: Douglas Nopper
Douglas Nopper, as President

**Association for East End Land Mobile Coverage
LMR 900 Association of Suffolk
NY LMR Association**

By: _____
George Petrutsas, Counsel

Robert Nopper

Robert Nopper
Robert Nopper, Individually

Douglas Nopper

Douglas Nopper
Douglas Nopper, Individually

Attachment 1

“Consent For The Purpose Of Settlement” agreements executed by Timothy J. Mangan, William Larkin, Laurence T. Blass, James Campbell and John Villanella

ANN BAVENDER*
ANNE GOODWIN CRUMP
VINCENT J. CURTIS, JR.
RICHARD J. ESTEVEZ
PAUL J. FELDMAN
RICHARD HILDRETH
FRANK R. JAZZO
ANDREW S. KERSTING
EUGENE M. LAWSON, JR.
SUSAN A. MARSHALL*
HARRY C. MARTIN
GEORGE PETRUTSAS
RAYMOND J. QUIANZON
LEONARD R. RAISH
JAMES P. RILEY
KATHLEEN VICTORY
HOWARD M. WEISS

* NOT ADMITTED IN VIRGINIA

FLETCHER, HEALD & HILDRETH, P.L.C.

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(1939-1985)
ROBERT L. HEALD
(1956-1983)
PAUL D. P. SPEARMAN
(1936-1962)
FRANK ROBERSON
(1936-1961)
RUSSELL ROWELL
(1948-1977)
EDWARD F. KENEHAN
(1960-1978)

CONSULTANT FOR INTERNATIONAL AND
INTERGOVERNMENTAL AFFAIRS
SHELDON J. KRYS
U. S. AMBASSADOR (ret.)

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petrusa@fhh-telcomlaw.com

July 7, 1999

Judy Lancaster, Esquire
Thomas D. Fitz-Gibbon, Esquire
Compliance and Litigation Branch
Enforcement and Consumer Information Division
Wireless Telecommunications Bureau
Federal Communications Commission
445 12th Street, S.W.
Room C-C438
Washington, D.C. 20554

Re: Norcom Communications Corp., et al.
WTB Docket No. 98-181

Dear Ms. Lancaster and Mr. Fitz-Gibbon:

I am delivering to you the Consents For the Purpose of Settlement of the following individuals:

Timothy J. Mangan
William Larkin

Messrs. Mangan and Larkins are directors of the Association for East End Land Mobile Coverage.

Laurence T. Blass
James Campbell
John Villanella