

Mr. Terry L. Fishel
September 24, 1992
Page 4

Letters from each of the applicants agreeing to accept grants with the conditions agreed to for settlement are attached. Attached also is a joint letter from the principals of all applicant associations as requested by the Compliance.

Very truly yours,

FLETCHER, HEALD & HILDRETH

George Petrutsas
Counsel for Metro New York Assoc.,
The Association for East End Land
Mobile Coverage, Wireless
Association of Suffolk County,
Central Suffolk Association of
Land Mobile Users, New York LMR
Association, Land Mobile
Association of Long Island

GP:cej
Attachments

cc: Carol F. Foelak, Esquire (w/attachments)
Peter Daronco, Esquire (w/attachments)



Attachment 13

Letter, dated September 17, 1992,
addressed to Terry L. Fishel, Chief, Land
Mobile Branch, Federal Communications Commission
from six (6) associations, including The Association for
East End Land Mobile Coverage
referring to six (6) applications, including
the application of The Association for
East End Land Mobile Coverage

September 17, 1992

VIA FEDERAL EXPRESS

Mr. Terry L. Fishel
Chief, Land Mobile Branch
Federal Communications Commission
1270 Fairfield Road
Gettysburg, PA 17226

Re: Applications of

- (a) Metro New York Assoc.
File No. 571588
Stamford, Connecticut
- (b) The Association for East End
Land Mobile Coverage
File No. 532866
Sag Harbor, New York
- (c) Wireless Association of Suffolk County
File No. 534390
Manorville, New York
- (d) Central Suffolk Association of
Land Mobile Users
File No. 532865
Riverhead, New York
- (e) New York LMR Association
File No. 566318
Plainview, New York
- (f) Land Mobile Associate of Long Island
File No. 534391
Manorville, New York

Dear Mr. Fishel:

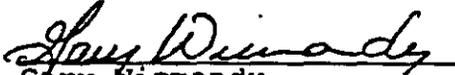
We the undersigned are each a principal in one of the above-referenced applications. We are represented by the same counsel. Counsel, at our request, is engaged in negotiations with the staff of the Commission's Private Radio Bureau looking towards reaching a settlement which might result in the grant of all or

Mr. Terry L. Fishel
Page 2

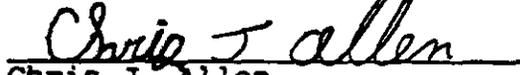
some of the above-referenced applications and towards resolving the concerns of the Commission's staff.

For the purpose of facilitating a settlement and for that purpose only, the undersigned would agree not to file any applications for additional systems in any of the markets involved in the above-referenced applications, through any non-profit association which they may control or in which they may have any direct or indirect interest, before the system or systems to be authorized as a result of the settlement to serve the relevant market has achieved a loading of at least seventy (70) mobile or ~~so~~ control units per channel. Each of the undersigned certifies that he is authorized to bind the association.

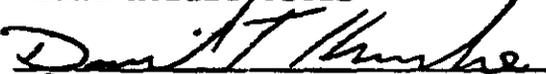
Respectfully submitted,


Gary Wicmandy
Metro New York Association


Timothy J. Mangan
The Association for East End
Land Mobile Coverage


Chris J. Allen
Wireless Association of Suffolk
County


Augustine Medina
Central Suffolk Association of
Land Mobile Users


Daniel T. Kunnecke
New York LMR Association


Robert L. Nopper
Land Mobile Association of Long
Island and for Norcom Communications
Corporation

cc: Carol F. Foelak, Esquire
Peter Daronco, Esquire

Attachment 14

Letter, dated September 17, 1992,
from Timothy J. Mangan, The Association for
East End Land Mobile Coverage address to Terry L.
Fishel, Chief, Land Mobile Branch, Federal
Communications Commission, referring to the
application of The Association for East End Land
Mobile Coverage, File No. 532866

September 17, 1992

VIA FEDERAL EXPRESS

Mr. Terry L. Fishel
Chief, Land Mobile Branch
Federal Communications Commission
1270 Fairfield Road
Gettysburg, PA 17226

Re: The Association for East
End Land Mobile Coverage
Sag Harbor, N.Y.
File No. 532866

Dear Mr. Fishel:

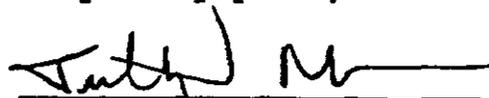
This is to advise the Commission that we would accept grant of our application referenced above with the following requirements.

- (a) That the system serve 350 mobile and control units by the third anniversary of our license term;
- (b) That our license would not be voluntarily assigned to any other entity during its first five-year term;
- (c) That applicant and its principals shall not seek additional channels in this market, directly or indirectly, until after the system has met minimum loading requirements (70 units per channel);
- (d) That we would provide service only to entities eligible in the Business Radio Service and then only on a non-profit cooperative basis; and
- (e) That Central Suffolk Association of Land Mobile Users withdraws its application (File No. 532865) and we would agree to make our facilities available for use by its members and by those planning to use Central Suffolk's proposed system.

Page 2

It is certified under penalty of perjury that, except as described in the pending application, there are no other parties in interest in the above referenced application.

Very truly yours,

A handwritten signature in black ink, appearing to read "Timothy J. Mangan", written over a horizontal line.

Timothy J. Mangan
The Association for East End
Land Mobile Coverage

Attachment 15

Letter, dated October 28, 1992, from
the Federal Communications Commission
addressed to George Petrutsas, Fletcher, Heald &
Hildreth, signed for Terry L. Fishel, Chief,
Land Mobile Branch, Federal Communications
Commission, by Michael J. Regic, referring to
six (6) applications, including the application,
File No. 532866, of The Association for East End
Land Mobile Coverage

Federal Communications Commission

1270 Fairfield Road
Gettysburg, PA 17325-7245

OCT 28 1992

In Reply Refer To:
7110-16

RECEIVED

NOV 05 1992

FLETCHER, HEALD
& HILDRETH

George Petrutsas
Fletcher, Heald & Hildreth
1225 Connecticut Ave., NW, Suite 400
Washington, DC 20036

Dear Mr. Petrutsas:

This concerns the six applications filed by non-profit associations to operate trunked radio systems. The applicants are Metro New York Association, file number 571588; The Association for East End Land Mobile Coverage, file number 532866; Wireless Communications Association of Suffolk County, file number 534390; Central Suffolk Association of Land Mobile Users, file number 532865; New York LMR Association, file number 566318; and Land Mobile Radio Association of Long Island, file number 534391. Four of these applications were dismissed for failure to satisfy the provisions of Rule 90.631(a), while two remain pending. Petitions for reconsideration have been filed for the four applications which were dismissed.

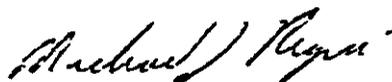
The applicants have submitted for review by the Land Mobile Branch an agreement which was negotiated with the Compliance Branch. The agreement indicates:

- 1) Two of the applications, file numbers 532865 and 534391 will be withdrawn.
- 2) The four remaining applications would be granted with a loading requirement of 70 units per channel at the end of the first three years of the license term.
- 3) All the applicants involved, including those which withdrew their applications, agree not to file any applications or seek additional frequencies either directly or indirectly until the present channels are loaded to 70 units per channel.
- 4) Each entity receiving an authorization would not assign the authorization either directly or indirectly to any other entity during the first license term.
- 5) All remaining applicants would assure the Commission that service would only be provided to eligible parties and only on a non-profit cost shared basis.

George Petrutsas

In light of Compliance Branch's support for this agreement, the Land Mobile Branch will grant the applications bearing file numbers 571588, 532866, 534390, and 566318 for a three year term to allow it to assess loading at the end of that period as agreed in item 2 above. Applications bearing file numbers 532865 and 534391, which were previously dismissed, will not be reinstated and no further petitions will be filed. The petitions on file are granted to the extent described in this agreement and otherwise denied. Further, it is understood that acceptance of this agreement does not modify Rule 90.631(a) which requires that trunked systems be assigned based on a loading requirement of 100 units per channel.

Sincerely,



for Terry L. Fishel
Chief, Land Mobile Branch

cc: Peter Daronco

Attachment 16

Management Agreement Between
the Association for East End
Land Mobile Coverage and
Norcom Communications Corp.

MANAGEMENT AGREEMENT

This Agreement is made and entered into by and between The Association For East End Land Mobile Coverage whose principal place of business is 77 Suffolk Street, Freeport, Nassau County, New York 11520 (hereinafter referred to as "THE ASSOCIATION"), and Norcom Communications Corp., a New York corporation whose principal place of business is 70-C Corbin Avenue, Bay Shore, New York 11706. (hereinafter referred to as NORCOM").

W I T N E S S E T H

WHEREAS, THE ASSOCIATION has applied to the Federal Communications Commission ("FCC" or "Commission") to become the licensee of a Trunked Mobile Radio Station ("TMR or "Station"), to operate in or near the Hamlet of Sag Harbor, Suffolk County, New York;

WHEREAS, THE ASSOCIATION desires to provide for the construction, management, and operation of the Station by NORCOM on the terms and conditions hereinafter set forth; and

WHEREAS, both parties desire that the agreement provided for herein be subject to and consistent with the rules and regulation of the FCC;

NOW THEREFORE, in consideration of the promises and mutual representation contained herein, the parties hereby agree as follows:

1. Appointment of Manager. THE ASSOCIATION hereby appoints NORCOM as its manager and exclusive agent for the purposes of constructing, operating, and managing the station and NORCOM accepts such appointment.

2. Managers Responsibilities.

(a) NORCOM will assist Licensee in obtaining the equipment necessary for the construction and operation of the Station and secure the transmitter site and all other facilities and services necessary or appropriate for the operation of the Station.

(b) NORCOM will assume the responsibility to construct the Station in accordance with the terms of the license therefor and within the time period required by the Rules of the FCC. NORCOM shall provide THE ASSOCIATION with copies of the installation documents and shall insure that such work is performed in compliance with all applicable laws, rules and regulations.

(c) NORCOM will assume the responsibility to service and maintain the Station. NORCOM shall provide Licensee with copies of servicing and maintenance documents and shall be responsible that such work is performed in compliance with all applicable laws, rules and regulations and in accordance with industry practices.

(d) Under the overall supervision of THE ASSOCIATION, NORCOM shall manage and shall conduct the day-to-day operations of the Stations and shall perform all necessary and

proper functions, including:

(i) Maintain and submit, as required by FCC rules, all reports, notices and/or documentation required to operate the Stations, on behalf of, and as the agent of, Licensee;

(ii) Maintain all equipment to manufacturer and FCC standards, which maintenance shall include all necessary repairs to and replacement of said equipment;

(iii) Attract, procure and maintain customers for the Stations. All subscriber contracts shall be on forms and terms which shall have been approved by THE ASSOCIATION which approval shall not be unreasonably withheld or delayed;

(iv) Operate a billing system for the proper billing and collection of subscriber accounts;

(v) Pay all expenses associated with the maintenance and operation of the Station, including, but not limited to, equipment rentals, site rentals, construction costs and utilities.

(vi) Provide subscriber assistance for the proper use of subscriber's mobile radio equipment;

(vii) Promote the use of the system;

(viii) Maintain and update customer contracts;

(ix) Respond promptly to all customer and station technical complaints, and investigate false complaints;

(x) Off-air monitor system;

(xi) Assign and coordinate user tones; and

(xii) Coordinate with other systems.

3. Licensee Responsibilities.

(a) THE ASSOCIATION, as the FCC Licensee of the Station, shall exercise overall licensee control and shall be responsible to the FCC for the proper operation of the Station.

(b) THE ASSOCIATION shall be responsible for submitting, as required by FCC rules, all reports, notices and/or other documentation required to operate the Station.

(c) THE ASSOCIATION is solely responsible for obtaining any licenses or other authorizations required by the FCC and for complying with FCC rules, and with the rules of any other federal, state, or local regulatory agency. Nevertheless, NORCOM shall use its best efforts to assist THE ASSOCIATION to comply with FCC regulatory requirements. Neither NORCOM nor any of its employees is the agent or representative of Licensee in FCC matters.

(d) THE ASSOCIATION shall be responsible for the overall direction of the operation, and for matters not specifically provided for herein. NORCOM shall act pursuant to general instructions and policy directives of THE ASSOCIATION.

4. Consideration. As compensation for NORCOM's services and for its assumption of the responsibility to pay all expenses associated with the Station and to pay the rental for the equipment, THE ASSOCIATION agrees to pay NORCOM a monthly fee equal to 100 percent of the gross revenues derived from the operation of the Station during the first five years of

operation. It is understood and agreed that NORCOM will pay all expenses, including the rental for the base station equipment, regardless of whether the expenses exceed gross revenues at any time during the five year period. NORCOM's compensation during the remaining period of this Agreement shall be determined by mutual agreement of the parties after taking into consideration the cost of operation at the time.

6. Term. The term of this Agreement shall be for ten (10) years unless terminated as hereinafter provided and may be renewed for an additional ten (10) year period at the option of either party.

7. Termination. This Agreement shall terminate:

(a) By mutual written agreement of the parties;

or

(b) In the event a license for the Station is not granted or it is revoked or otherwise becomes null and void;

or

(c) Upon the transfer of the license for the Station to NORCOM or its designee;

or

(d) Expiration of the term of the Agreement without renewal;

or

(e) At THE ASSOCIATION's discretion, for failure of NORCOM to substantially perform its obligations under this Agreement, 60 days following written notice thereof and the

failure of NORCOM to correct within the thirty (30) day period the noted deficiencies.

8. Station Modification. THE ASSOCIATION shall not modify the FCC radio station license without the written consent of NORCOM.

9. Force Majeure. NORCOM shall not be liable for delays in performance, or for failure to manufacture or perform due to

(a) acts of God, acts of the public enemy, acts of failures to act of THE ASSOCIATION, acts of civil or military authority, governmental priorities, strikes, or other labor disturbances, earthquakes, fires, floods, epidemics, embargoes, war riot, delays in transportation, car shortages and loss or damage to goods in transit, or

(b) inability on account of causes beyond the reasonable control of NORCOM or its suppliers to obtain necessary materials, components, services or facilities.

10. Governing Law. The validity, performance and all matters relating to the effect of this Agreement and any amendment hereto shall be governed by the laws of the State of New York.

11. Warranty. There are no express or implied warranties, including without limitation the implied warranty of merchantability and fitness for a particular purpose, respecting this Agreement and the service provided.

12. Limitation of Liability. Neither party, whether as a result of breach of contract, warranty, tort, including

negligence, patent infringement, copyright infringement or otherwise shall have any liability for incidental or consequential damages, including, but not limited to, loss of profit of revenues, loss of use of the products or any associated equipment, cost of capital, cost of substantial products, facilities or services, or downtime costs. No action shall be brought for any breach of this contract.

13. Indemnification. Each party (the "First Party") shall indemnify and hold the other party hereto (the "Indemnified party") harmless against any damage, liens, nor take any legal action(s) (including costs, fees of counsel and expenses reasonably incurred) or loss suffered by the indemnified Party by reason of any act or omission of the First Party pertaining solely to the covenants of this Agreement whether stated, understood, or implied.

14. Waiver. The failure of either party to insist, in any one or more instance, upon the performance of any of the terms, covenants, or conditions herein or to exercise any right hereunder shall not be construed as a waiver or relinquishment of the future performance of any such term, covenant, or condition or the future exercise of such right, but the obligation of the other party with respect to such future performance shall continue in full force and effect.

15. Bankruptcy. Should THE ASSOCIATION be in a state of personal bankruptcy or in the process or actually in debt or other personal liabilities either stated or implied, NORCOM shall

have the right to immediately purchase the facility including the FCC Radio Station License for the sum of five hundred dollars (\$500.00).

16. Notification. All notifications shall be of written notice and by mailing of such notice by Certified Mail, Return Receipts Requested. The effective time of such notification by mail shall be two (2) business days after deposit in the U.S. Mail. addressed to the party at the address set forth as follows:

If to THE ASSOCIATION:

Timothy J. Mangan
The Association For
East End Land Mobile Coverage
77 Suffolk Street
Freeport, New York 11520

If to NORCOM:

Robert L. Nopper
Norcom Communications Corp.
70-C Corbin Avenue
Bay Shore, New York 11706

17. The parties acknowledge that they have read and understand these terms and conditions and agree to be bound by them, that this Agreement, including its Exhibits, is the complete and exclusive statement of the agreement between the parties and supersedes all proposals, oral or written, and all other communications between the parties relating to the subject matter hereof.

18. No modification hereof shall be binding upon

either party unless such notification of intention to make modification is in writing and shall then only be valid when signed by the signatures of the parties of this agreement.

19. If any provision of this Agreement is contrary to, prohibited by, or deemed invalid under applicable laws or regulations, such provision shall be deemed omitted to the extent so contrary, prohibited, or invalid, but the remainder shall not be invalidated and shall be given effect so far as possible.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed this 18 day of February, 1990.

NORCOM COMMUNICATIONS CORP.

By Robert L. Giffman

Title President

THE ASSOCIATION FOR
EAST END LAND MOBILE COVERAGE

By [Signature]

Title CEO