

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 downtown 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.

THE ASSOCIATION FOR  
EAST END LAND MOBILE COVERAGE

By Robert L. Hoffman

By [Signature]

Title President

Title CEO

**B**

## Declaration of Robert Nopper

1. My name is Robert Nopper. I am over eighteen years of age and competent to testify to the factual matters set forth herein. Until 1997, I was the President and sole shareholder of Norcom Communications Corp. ("Norcom"), a two-way radio service provider that has been doing business since 1979. Today, Norcom is controlled by my son, Douglas Nopper. Between 1990 and 1994, although he worked on Norcom projects from time to time, Douglas was primarily in college in Albany, New York.

2. This declaration was prepared in connection with the Settlement Agreement by and among the Federal Communications Commission, Norcom Communications Corporation, the Association for East End Land Mobile Coverage, the LMR 900 Association of Suffolk, the NY LMR Association, Douglas Nopper, and me, and to recite the facts and circumstances relating to the creation and licensing of the not-for-profit Associations licensed in 1991 and 1992, that were managed by Norcom.

3. I am keenly interested in two-way radio operations on Long Island. I have devoted substantial time and energy assisting many types of communications users and providers. I regularly consult with our local fire districts in the Long Island area on radio matters. I often help public safety agencies prepare and submit FCC applications, sometimes for a profit, but often for no fee. Within my local fire department, I serve as officer of Lieutenant grade, as Infectious Control Officer, I chair the By-Laws Committee, and perform other functions. I also serve as a certified arson investigator in the state of New York. I have investigated over 300 possible acts of arson. Further, I volunteer several nights a week as a New York State Certified Instructor to teach Emergency Medical Services ("EMS") to groups of young people seeking EMS certifications. I am also an active participant in the Suffolk County Critical Incident Stress Team for which I have had many hours of training. I was a team member for the Flight 800 disaster and counseled many of the young United States Coast Guard personnel involved in that event.

4. For some time prior to 1991, I observed that, while the FCC's policies permitted qualified business and industrial companies to obtain licenses in their own names ("FB2 licenses") to maintain private radio networks, very few, if any, of Norcom's customers and contacts in the industry possessed the financial wherewithal to individually construct and operate such systems. In addition, many of these entities found there to be limitations in existing services offered by telecommunications providers, including specialized mobile radio ("SMR") licensees.

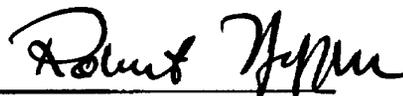
5. Accordingly, Norcom and other interested individuals who later became involved with the Associations began to explore alternative licensing methods, such as the authorization of non-profit cost-shared systems ("FB7s"). Norcom's communications counsel at the time, George Petrutsas, suggested the possibility of non-profit associations providing multichannel trunked services. I contacted New York state officials and was informed that not-for-profit Associations are permitted entities under N.Y. law. Mr. Petrutsas assisted in the

formation and organization of the Associations and guided the Associations through the licensing process.

6. Mr. Petrutsas explained the potential use of the FB7 licensing process to us. To the best of my recollection, I was aware of the general obligation that an FCC licensee remain in control of its station, but was unaware of the 1966 *Intermountain Microwave* case and the six factors specified in that decision used to determine if there had been an unauthorized transfer of control. A management agreement designed to govern the relationship between the Associations and Norcom was prepared, with much of the wording drafted by Mr. Petrutsas. I assumed that the management agreement provided to us by Mr. Petrutsas met whatever was the FCC's policy for ensuring that each Association would remain in control of the facilities for which it was authorized. I assumed, therefore, that the management agreements that Norcom signed with the Associations were industry-standard agreements. I now understand that these agreements, and our operations did not comply with the *Intermountain Microwave* standard, and that Norcom therefore engaged in actions prohibited by that decision.

7. During the application process, I received copies of the correspondence between Mr. Petrutsas and the FCC regarding the Associations' applications. In that correspondence, the plan of operation was explained to the FCC's staff. Representative copies of that correspondence is attached hereto as Exhibit A.

I declare, under penalty of perjury, that the foregoing is true and correct to the best of my recollection and belief. I further declare under penalty of perjury that the documents attached hereto as Exhibit A are true and correct copies of documents I sent or received.



Robert Nopper  
July 21, 1999

**AMENDMENT**

**The Association for East End  
Land Mobile Coverage  
File No. 532866-YB**

The above-referenced application is amended as follows:

1. Item 3 line H and Item 12 are changed to read 500.
2. Copy of the Article of Association is attached.
3. Copy of the standard sharing agreement is attached.
4. Applicant certifies that a minimum of 70 mobiles per channel will be placed in operation within five (5) years of the grant of this application.
5. There is no relationship between this Association and the Central Suffolk Association of Land Mobile Users, Wireless Communications Association of Suffolk County, or Land Mobile Radio Association of Long Island. Each is an independent association. The control point and mailing address is that of Norcom Communications Corporation. It is anticipated that Norcom will provide facilities for and will operate the control point of this association as a contractor. Norcom also helped organize this association.

The Association for East  
End Land Mobile Coverage

Date: 5-23-91

By:

Timothy J. Mangan

### Application Return Notice for the Private Land Mobile Radio Service

Fletcher, Heald & Hildreth  
Suite 400, 1225 Connecticut Ave., N.W.  
Washington, D.C. 20036-2679

RE: The Association for East End  
Land Mobile Coverage

Date April 10, 1991

File No. 532866-YB

DKB

**INSTRUCTIONS:** Your application for station authorization is returned for the reason(s) checked below. Complete or correct your application, re-sign and date your application in the space provided on the reverse side. Return this and all enclosures to the above address. See "NOTICE TO APPLICANT" on the reverse of this form.

- Your eligibility is unclear. Please provide a more detailed description of your activities and how radio will be used in connection with them.
- If you are requesting authority to acquire a station presently licensed to another person or entity, you should check "Assignment of Authorization" in item 32. Complete the application giving all information pertaining to the new licensee (including eligibility showing) and include a completed FCC Form 1046, Assignment of Authorization, or a similar declaration signed by the present licensee, with your application.
- Please advise if the Control you show in item 18 is a Control Station or Control Point. For Control Stations, complete Items 1 through 11 (except 7), 14 through 17, and 26 through 29. If the Control Station complies with the 20 ft. criterion as defined in Rule Section 90.119(a)(2)(ii), complete only Items 1 through 5. Evidence of frequency coordination is required for stations not meeting the 20 ft. rule.
- XXXXXX** You MUST resubmit this application through your frequency coordinator if you are requesting the licensing of a new station, modifying an existing licensed station, or if you are making ANY CHANGE to information in Items 1 through 25 which has previously been coordinated. See Rule Sections 90.135 and 90.175. FAILURE TO DO SO COULD RESULT IN DISMISSAL OF YOUR APPLICATION AND FORFEITURE OF ANY FEE(S) PAID. Failure to re-submit your application in a timely manner as explained on the reverse of this form will also result in loss of any previously paid fee(s).
- Your application is being returned because it did not include frequency coordination as required by Rule Section 90.175. It is recommended that you contact the frequency coordinator in advance to determine if payment of a coordination fee is necessary. Such fees are separate and distinct from any fee charged by the Commission. Please include this Return Notice with your submission to the frequency coordinator to indicate that any necessary Commission fees have been paid. Failure to resubmit your application in a timely manner as explained on the reverse of this form will result in loss of any previously paid fee(s).
- Item(s) \_\_\_\_\_ should be completed or corrected.

**XXXXXX**  **OTHER:** Please submit a photocopy of your Articles of Association and a copy of the agreement among participants.

On the Attachment A, list of prospective shared users, you only show a total of 154 mobiles and no controls whereas you show 350 mobiles and 29 controls on your application. You must either amend your application to show the correct number of mobiles and controls or provide a list of all participants with addresses and phone numbers and a number of mobiles commensurate with the number of participants listed.

Your system does not meet the loading requirements as required by Rule 90.631(a). An anticipated loading of 379 units does not justify 5 channels. Rule 90.631(a) requires an anticipated loading of 100 units per channel.

Please clarify if there is any party of interest between Central Suffolk Association of Land Mobile Users and The Association for East End Land Mobile Coverage.

ENCLOSURE

SEE REVERSE SIDE



The Association For East  
End Land Mobile Coverage  
70-C Corbin Avenue  
Bay Shore, NY 11706

Federal Communications Commission  
800 MHz Services  
P.O. Box 358235  
Pittsburgh, PA 15251-5235

Re: Application for 800 MHz  
Trunked system (YB)  
File No. 532866-YB  
Your Ref. DKB

Dear Madam/Sir:

This responds to your Application Return Notice of July 15,  
1991:

1. Terms and Conditions of the Association.

The association has been organized as a vehicle for eligible business in the area to obtain the benefits of trunked land mobile communications efficiently and economically, as contemplated by the Commission's rules, especially Sections 90.61(b) and 90.603(b). The plan is for users to obtain the communications service they desire and to pay their proportionate share of the cost. This approach was recommended by counsel and we feel it is a practical and economical method for accommodating some of the land mobile communication needs of the business community in this area.

2. Relationship with Norcom Communications.

An agreement has been reached with Norcom Communications

Corporation under which Norcom will lease to the association the trunked mobile relay transmitters on a monthly rental basis. Norcom has also agreed to provide for the construction, management, and maintenance of the facility. The association will, however, as the FCC licensee, exercise overall licensee control and will be responsible to the Commission for proper operation of the system.

3. Will Norcom provide all the radio equipment.....?

In accordance with Paragraph 2 of the sharing agreement, a copy of which was provided to the Commission with our May 23, 1991 Amendment, users will be responsible to obtain their own mobile and control station equipment. Norcom will not provide nor sell such equipment to users.

4. Provide the names of the principles of Norcom.

Robert L. Nopper

5. Names, addresses, phone numbers of the principals of your association, names of their employers, and their relationship to Norcom and its principals.

The names and address were provided in the May 23, 1991 Amendment which requested a copy of the Articles Of Association additionally:

(a) Timothy J. Mangan. Mangan is employed by T & T Island Communications Management Corp., Inc., telephone 516-378-8299.

(b) Harry Rosenberg. Rosenberg is employed by Reliable Refrigeration Services and is a proposed member of the Board of Directors, telephone 516-595-2700.

(c) William Larkin. Larkin is employed by Suffolk County and is a proposed member of the Board of Directors, telephone 516-348-2826.

There is no business, financial, or family relationship among the three. Mangan is to be the administrator of the association.

6. Copy of signed membership agreement.

We have previously provided you with a copy of the standard sharing agreement we plan to use. However, since our application has not been granted, we have not yet entered into binding, signed agreements with interested potential users. The names and addresses of the entities who plan to use the system have been provided with the application.

7. Full explanation of the relationship between the principals of your association and the three other associations which would operate through Norcom.

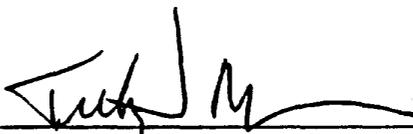
As stated in our response of May 23, 1991, there is no financial, business, or family relationship among the principals of the four associations or their employees. The only common element is that Norcom will provide the equipment for the mobile

relay facility, will operate the control point of the association, and will be hired to manage the operation of the system.

Very truly yours,

THE ASSOCIATION FOR EAST  
END LAND MOBILE COVERAGE

Date: 8/26/91

By:   
Timothy J. Mangan

FEDERAL COMMUNICATIONS COMMISSION  
1270 FAIRFIELD ROAD  
GETTYSBURG, PA 17326-7245

## APPLICATION RETURN NOTICE FOR THE PRIVATE LAND MOBILE RADIO SERVICES

Fletcher, Heald & Hildreth  
Attn: George Petrutsas  
1225 Connecticut Ave., N.W. Suite 400  
Washington, DC 20036-2679

DATE July 15, 1991

FILE NO. 532866-YB DKB

RE: The Association for East End Land Mobile Coverage

**INSTRUCTIONS:** Your application for station authorization is returned for the reason(s) checked below. Complete or correct your application, re-sign and date your application in the space provided on the reverse side. Return this and all enclosures to the above address. See "NOTICE TO APPLICANT" on the reverse of this form.

Your eligibility is unclear. Please provide a more detailed description of your activities and how radio will be used in connection with them.

If you are requesting authority to acquire a station presently licensed to another person or entity, you should check "Assignment of Authorization" in Item 32. Complete the application giving all information pertaining to the new licensee (including eligibility showing) and include a completed FCC Form 1046, Assignment of Authorization, or a similar declaration signed by the present licensee, with your application.

Please advise if the Control you show in Item 18 is a Control Station or Control Point. For Control Stations, complete items 1 through 11 (except 7), 14 through 17, and 26 through 29. If the Control Station complies with the 20 ft. criterion as defined in Rule Section 90.119(a)(2)(iii), complete only items 1 through 5. Evidence of frequency coordination is required for stations not meeting the 20 ft. rule.

You MUST resubmit this application through your frequency coordinator if you are requesting the licensing of a new station, modifying an existing licensed station, or if you are making ANY CHANGE to information in items 1 through 25 which has previously been coordinated. See Rule Sections 90.135 and 90.175. FAILURE TO DO SO COULD RESULT IN DISMISSAL OF YOUR APPLICATION AND FORFEITURE OF ANY FEE(S) PAID. Failure to resubmit your application in a timely manner as explained on the reverse of this form will also result in loss of any previously paid fee(s).

Your application is being returned because it did not include frequency coordination as required by Rule Section 90.175. It is recommended that you contact the frequency coordinator in advance to determine if payment of a coordination fee is necessary. Such fees are separate and distinct from any fee charged by the Commission. Please include this Return Notice with your submission to the frequency coordinator to indicate that any necessary Commission fees have been paid. Failure to resubmit your application in a timely manner as explained on the reverse of this form will result in loss of any previously paid fee(s).

Item(s) \_\_\_\_\_ should be completed or corrected.

OTHER: Additional information is required to process your application. Please provide a more detailed description of the terms and conditions of your association and its relationship with Norcom Communications. Will Norcom provide all the radio equipment or will members be able to obtain their own mobile and control stations? Provide the names of the principals of Norcom. Provide the names, addresses, telephone numbers, of the principals of your association as well as the name of each of their employers, and their relationship to Norcom and its principals. Provide a copy of the signed membership agreements of the present members of your association. Provide a full explanation of the relationship between the principals of your association and the three other associations which operate through Norcom and have pending applications for trunked radio systems. Be specific; provide full information on any business/financial interests.

**SEE REVERSE**

FCC 1034G  
JANUARY 1991



September 17, 1992

Mr. Terry L. Fishel  
Chief, Land Mobile Branch  
Federal Communications Commission  
1270 Fairfield Road  
Gettysburg, Pennsylvania 17325-7245

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 Association of Long Island  
File No. 534391  
Manorville, New York

Dear Mr. Fishel:

I represent the above-listed non-profit associations. Their applications are before the Commission on reconsideration. To resolve the issues raised by the staff and by the applicants in their respective reconsideration petition, I have had discussions looking towards reaching settlements with the staff of the

Mr. Terry L. Fishel  
September 17, 1992  
Page 2

Compliance Branch, Land Mobile and Microwave Division. There have been no objections filed by any third party and there are no competing applicants. Therefore, there are no ex parte issues raised by these discussions and by this letter. Based on the tentative agreement with the Compliance Branch, I am making the following proposal for settlement.

(1) First, the Association for East End Land Mobile Coverage (Sag Harbor) and Central Suffolk Association of Land Mobile Users (Riverhead) would reach an agreement under which Central Suffolk would withdraw its application and the Association for East End Land Mobile Coverage would agree to make its facilities available for use by those now planning to use Central Suffolk's proposed system;

(2) Wireless Association of Suffolk County (Manorville) and Land Mobile Association of Long Island (also, Manorville) would reach a similar agreement, so that the application of the Land Mobile Association of Long Island would also be withdrawn;

(3) The surviving applicants would accept grants with a requirement that their respective systems would achieve a loading of 70 units per channel by the third anniversary of their respective licenses;

(4) Each of the associations, including those who would withdraw their applications, and their principals would agree not to file any applications or seek additional frequencies directly or indirectly unless the channels assigned to it have met the current loading requirements; and

(5) Each association and its principals to receive a grant would agree not to assign its station license, directly or indirectly, to any other entity during the first term of the license.

(6) All remaining applicants would assure the Commission that service would be provided only to entities eligible in the Business Radio Service and only on a cost-sharing non-profit basis.

It is respectfully submitted that the agreed to settlement summarized above would be in the public interest. Associations, are, of course, eligible entities for trunked systems under Section

Mr. Terry L. Fishel  
September 17, 1992  
Page 3

90.603(b) of the Commission's Rules. Each applicant association has requested the minimum number of frequencies needed for a reasonable trunked operation in the area involved. The frequencies requested were "discovered" after extensive and expensive research; and they were "cleared" following engineering studies and after coordination by two coordinating entities (SIRSA and NABER). It should be noted that the co-channel licensees were notified during the coordination process and that they have voiced no objection. Because the applications were in effect "engineered-in", it is doubtful that the frequencies involved would be readily available to others. Therefore, grant of the applications would allow use of frequencies which might otherwise remain fallow.

The applicants are not speculators. Each application is the result of genuine efforts to meet communications requirements in areas where, because of the dominance of the New York City metropolitan area, very few frequencies have been made available. Because each application is a plan to meet genuine needs, each applicant association would agree to load its system in three rather than the customary five years and would agree not to assign its license before it is loaded. Two applications would be withdrawn as a result of system sharing agreements. Therefore, the Commission would be assured that the frequencies would be put to good use and without delay.

In summary, although some of the terms of the proposed settlement would be harsh, the applicants would be willing to accept them as the "price" for bringing this matter to a close and provide some frequency relief in their respective areas.

Mr. Terry L. Fishel  
September 17, 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)

bc: Mr. Robert Nopper (w/attachments)

FILE: Norcom Communications #1 (w/attachments)

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:

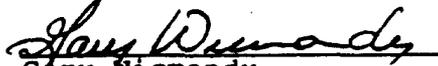
We the undersigned are each a principal in one of the above-referenced applications. We are represented by the same counsel. Counsel, at our request, is engaged in negotiations with the staff of the Commission's Private Radio Bureau looking towards reaching a settlement which might result in the grant 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 ~~se~~ control units per channel. Each of the undersigned certifies that he is authorized to bind the association.

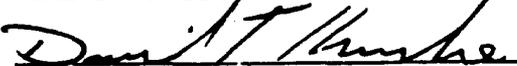
Respectfully submitted,

  
Gary Nicmandy  
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  
bc: Mr. Robert Nopper