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May 30, 2000

via Hand Delivery

Magalie Roman Salas, Secretary
Office of The Secretary
Office of Managing Director
Federal Communications Commission
445 Twelfth Street, SW, TW-A325
Washington, DC 20554

Re: Bachow/Coastel, L.L.C.'s Reply Comments,
WT Docket No. 97-112, CC Docket No. 90-6

Dear Ms. Salas:

Bachow/Coastel, L.L.C. ("Bachow/Coastel"), by its attorneys, herewith files with the Commission the original and eleven copies of its above-captioned Reply Comments. Please note that Exhibit One to these Reply Comments contains a "telefax" signature; Bachow/Coastel will file the original signature tomorrow with the Commission.

If you have any questions concerning these Reply Comments, or if you require additional information, please do not hesitate to call.

Cordially,

Steven J. Hamrick

Counsel to Bachow/Coastel, L.L.C.

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BEFORE THE

Federal Communications Commission

WASHINGTON, D.C. 20554

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OFFICE OF THE SECRETARY

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In the Matter of	)	
	)	
Cellular Service and Other Commercial Mobile	)	
Radio Services in the Gulf of Mexico; Amendment	)	WT Docket No. 97-112
of Part 22 of the Commission's Rules to Provide for	)	CC Docket No. 90-6
Filing and Processing of Applications for Unserved	)	
Areas in the Cellular Service and to Modify Other	)	
Cellular Rules	)	

To: The Commission

REPLY COMMENTS OF BACHOW/COASTEL, L.L.C.

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Date: May 30, 2000

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SUMMARY

There is no support for the proposed rules in the Commission's Second Further Notice of Proposed Rulemaking ("Second FNPRM"). All of the cellular commentators filing Comments this month rejected the Second FNPRM's proposed rules for cellular service in the Gulf of Mexico. Furthermore, there has been a sharp decline in interest in this proceeding, as only nine entities filed Comments with the Commission. In this proceeding's original round of comments in 1997, 27 entities filed comments. After a review of the record, the Commission should not adopt the rules it proposed in the Second FNPRM.

There is no empirical justification for adoption of the rules proposed in the Second FNPRM. The Commission did not produce any empirical or statistical justification for its proposed rules, and none of the comments filed cite any empirical support for new rules. Bachow/Coastel, L.L.C. ("Bachow/Coastel"), however, submits with these Reply Comments a map depicting the current service contours of carriers in the Gulf region which demonstrates that the Gulf of Mexico is fully served along the coast. There is no area with "unreliable" cellular service, and there is no need for the Commission to adopt new rules to ensure reliable service in the Gulf of Mexico Service Area ("GMSA"). The only problems shown by the map are areas of "unreliable" service in the Metropolitan Statistical Areas ("MSAs") of land-based carriers, and the omnipresence of land-based carriers' illegal and unauthorized service area boundary ("SAB") extensions in the GMSA, and consequently into Bachow/Coastel's cellular geographic service area ("CGSA").

Reliable service is being provided off the Gulf coast of Florida. However, as a solution for land-based carriers to serve temporarily unserved areas off the Florida coast, Bachow/Coastel notes that the land carriers can obtain Interim Operating Authority for such areas under the current regulatory scheme. Interim Operating Authority is sufficient to provide reliable service to the public along the west Florida coast.

The land-based carriers that blame the current rules for the fact that they are not serving all of the license areas are merely concocting "problems" in an attempt to justify their proposals that would take the Gulf-based carriers' licensed territory for themselves. These land-based carriers do not explain why the GMSA boundary is different from the other boundaries surrounding their MSAs. This is because there is no such difference.

GTE Service Corporation ("GTE") is wasting the Commission's resources by rearguing issues from its defeat in the *Bachow* decision in this rulemaking proceeding. GTE has not attempted to comply with the Commission's rules to serve all of its licensed area, and has not contacted or even attempted to negotiate a contour extension agreement with Bachow/Coastel. In fact, GTE withdrew its own contour extension agreement after Bachow/Coastel agreed to it. GTE's outrageous accusations concerning Bachow/Coastel and the current rules are refuted by a review of the facts. The Commission should not waste its valuable resources by considering GTE's belaboring of the issues from a separate proceeding.

ALLTEL Corporation's ("ALLTEL") proposed rules lack the factual underpinnings to become federal policy. ALLTEL incorrectly cited Commission language as its basis for claiming

that the current rules have led to "service degradation" along the Gulf coast, and exaggerated the level of conflict among carriers operating in the Gulf region. Despite ALLTEL's assertions, the Gulf-based carriers have no power to prevent the land-based carriers from designing and constructing a network of transmitters that comply with the Commission's rules to fully serve their own land-based license areas. The Commission should not adopt ALLTEL's proposed rules because those rules are based upon mischaracterizations of the facts and the law, and would create additional interference in coastal waters.

Bachow/Coastel agrees with Petroleum Communications, Inc. and United States Cellular Corporation's proposal to equalize signal strength at the license boundaries, but is concerned about that proposal's introduction of a "testing firm" to measure signal strength at the license boundary.

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WASHINGTON, D.C. 20554

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of Part 22 of the Commission's Rules to Provide for	)	CC Docket No. 90-6
Filing and Processing of Applications for Unserved	)	
Areas in the Cellular Service and to Modify Other	)	
Cellular Rules	)	

To: The Commission

REPLY COMMENTS OF BACHOW/COASTEL, L.L.C.

Bachow/Coastel, L.L.C. ("Bachow/Coastel"), pursuant to sections 1.415 and 1.419 of the Commission's rules, 47 C.F.R. §§ 1.415 and 1.419, hereby files its Reply Comments in response to the *Federal Register* publication[1] of the Commission's Second Further Notice of Proposed Rule Making[2] ("Second FNPRM") in the above-captioned proceedings. Bachow/Coastel is the B Block cellular licensee for the Gulf of Mexico Service Area ("GMSA"). Bachow/Coastel's cellular geographic service area ("CGSA") is coterminous with the GMSA.[3]

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[1] *See Cellular Service and Other Commercial Mobile Radio Services in the Gulf of Mexico*, 65 Fed. Reg. 24168 (April 25, 2000).

[2] *See Cellular Service and Other Commercial Mobile Radio Services in the Gulf of Mexico*, Second Further Notice of Proposed Rulemaking, FCC 97-110 (1997).

[3] *See Petroleum Communications, Inc. v. Federal Communications Commission*, 22 F.3d 1164 (D.C. Cir. 1994) ("*Petroleum*").

Bachow/Coastel notes that it was the only commenting party that identified itself as a small business.[4] All of the land-based carriers that commented are much larger entities. Bachow/Coastel respectfully submits that this rulemaking merely advances the economic advantages of the large, land-based carriers by annexing territory from the incumbent Gulf-based carriers.

Clearly, there is no public interest being served by granting one group of carriers a right to provide service to additional territories at the expense of another group of carriers. The record in this proceeding clearly shows that there is no service deficiency being addressed. The land-based carriers provide no public interest arguments, only their own claims that "they" can provide "better" service. These claims are not supported with any empirical data or engineering studies. The Commission should reject these self-serving arguments and retain its existing rules.

I. THE CELLULAR INDUSTRY IS UNANIMOUS IN ITS REJECTION OF THE SECOND FNPRM'S PROPOSED RULES.

All of the cellular commentators, including Bachow/Coastel, in a rare display of industry unanimity, rejected the Second FNPRM's proposed rules for cellular service in the Gulf of Mexico.[5] GTE Service Corporation ("GTE") agrees that the proposed rules do not serve the

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[4] See Comments of Bachow/Coastel, L.L.C. at 2 (May 15, 2000).

[5] Two commentators in this proceeding are not cellular licensees. Stratos Offshore Services Company ("Stratos"), a microwave licensee, focused primarily upon microwave services in the Gulf of Mexico; Verizon Wireless is a Personal Communications Services licensee.

public interest.[6] ALLTEL Corporation ("ALLTEL") states that "the Commission's licensing proposal for the *Second FNPRM* will not serve the public interest."[7] Petroleum Communications, Inc. ("PetroCom") and United States Cellular Corporation ("USC") demonstrated their non-support of the Second FNPRM's proposed rules by proposing new rules of their own.[8] SBC Wireless, Inc. ("SBC") disagrees with eliminating Phase I procedures.[9] BellSouth Corporation ("BellSouth") also withdrew its support for the rules proposed in the Second FNPRM.[10]

There is no support from any commentators for the Second FNPRM's rules, and the Commission should not adopt those proposed rules after a review of the record in this proceeding over the intervening three years. More persuasive than the entities submitting comments was the lack of comments from parties previously participating in this proceeding. This demonstrates a sharp decline in interest in this proceeding. During the original comment cycle in this proceeding in 1997, 27 different entities filed comments with the Commission.[11] This month, only nine

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6 *See* Supplemental Comments of GTE Service Corporation ("GTE Comments") at 3. Bachow/Coastel also notes for the record that GTE has completely reversed its stance concerning the Commission's proposed rules since 1997, when it unabashedly supported the proposed rules.

7 Further Comments of ALLTEL Corporation ("ALLTEL Comments") at 6.

8 *See* Joint Comments of Petroleum Communications, Inc. and U.S. Cellular Corporation ("Joint Comments").

9 *See* Supplemental Comments of SBC Wireless Inc. ("SBC Comments") at 4.

10 *See* Further Comments of BellSouth Corporation ("BellSouth Comments") at 2.

11 *See* the Commission's Electronic Comment Filing System at www.fcc.gov/cgi-bin/websql/prod/ecfs/comsrch_v2.hts?ws_mode=retrieve_list&id_proceeding=97-112&start=1&end=106&first_time=N.

entities filed comments in this proceeding with the Commission.[12] Clearly, the Second FNPRM's proposed rules do not resolve any issues affecting the cellular industry as a whole.

II. THE COMMENTS DO NOT DEMONSTRATE ANY NEED OR JUSTIFICATION FOR NEW RULES.

The Second FNPRM did not produce any empirical or statistical justification for its proposed rules, and did not demonstrate a "need" in the public interest for the proposed rules. Nowhere in the Second FNPRM did the Commission cite a study, a test, or even a survey to demonstrate that the public interest warrants these new rules for cellular service in the Gulf. Nor do any of the comments filed cite any empirical support for new rules.

In an attempt to create a justification for the proposed rules (and especially the creation of the Coastal Zone), the Commission in the Second FNRPM requested "empirical data on the types of boats that travel exclusively in coastal waters and the average number of miles from shore that such boats travel."[13] The silence from the commentators in this round of comments was deafening. Other than Bachow/Coastel's showing that Gulf traffic is more evenly dispersed between the Commission's proposed Coastal and Exclusive Zones, not one commentator provided any data to support the licensing bifurcation of the Gulf. The Commission still has no empirical justification for the rules it proposed in the Second FNPRM.

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12 *Id.*

13 Second FNPRM at ¶ 30.

Bachow/Coastel submits herewith a map depicting the current service contours of carriers in the Gulf region.[14] The service map, which uses the Commission's water-based formula for both water-based and land-based service,[15] demonstrates that the Gulf of Mexico is fully served along the coast.[16] The foundation upon which the rulemaking was based is simply a fallacy. There is no area with "unreliable" cellular service, and there is no need for the Commission to adopt new rules to ensure reliable service in the GMSA.

The service map illustrates the real problem in the Gulf region - the omnipresence of land-based carriers' extensions into the GMSA.[17] The presence of these extensions demonstrates a very real interference problem to the Gulf-based carriers created by the land-based carriers. Some extensions are legally authorized; however, the vast majority are not authorized. Yet, there are no illegal SAB extensions into the land-based carriers' CGSAs from the Gulf carriers.[18]

III. THE CURRENT RULES PROVIDE A MECHANISM TO RESOLVE THE FLORIDA COAST SITUATION.

Currently, there is a Presidential proclamation[19] banning oil and gas drilling off the west coast of Florida. Certain commentators claim that the drilling ban has resulted in a lack of

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14 *See* Service Map, attached hereto as *Exhibit Four*.

15 *See* 47 C.F.R. § 22.911.

16 *See Exhibit Four*.

17 *Id.*

18 *Id.*

19 *See* Presidential Proclamation Number 5030, 48 FR 10605, 1983 WL 85299 (Pres.).

service in the affected coastal areas.[20] However, there is not a scintilla of truth to such assertions, as reliable cellular service is provided throughout that region. Bachow/Coastel has shown that the land-based carriers operate more than 4650 square miles of SAB extensions into the GMSA off the Florida coast, more than meeting the public's demand for cellular service there.[21] None of the commentators in thisproceeding have provided any facts demonstrating any deficiency in service.

As a solution for land-based carriers to serve temporarily unserved areas off the Florida coast, Bachow/Coastel notes that the land carriers can obtain Interim Operating Authority for such areas under the current regulatory scheme. Interim Operating Authority would allow land-based carriers to operate in the Gulf waters off the Florida coast on an interim basis until a Gulf-based carrier (one with permanent authority) commenced providing service to the public in that area.[22] With use of Interim Operating Authority, service would always be provided to the public.

Interim Operating Authority is sufficient to provide reliable service to the public along the west Florida coast. Thus, there is no reason why the Commission should expend its valuable resources to adopt new rules for that geographic area. The Commission should not revise its rules simply because certain land-based carriers do not expend the effort to use the regulatory options available to them.

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[20] *See* ALLTEL Comments at 7.

[21] *See* Comments of Bachow/Coastel, L.L.C., 35 (July 2, 1997).

[22] *See C.I.S. Operating Company*, Order, 2000 LEXIS 1036, ¶ 2 (P.R.B., rel. March 1, 2000).

IV. THE CURRENT RULES ALLOW THE LAND-BASED CARRIERS TO SERVE THEIR LICENSE AREAS.

Several land-based carriers blame the current rules for the fact that they are not serving all of their license areas.[23] Some land-based carriers even blame Bachow/Coastel for their failure to serve their own license areas.[24] Yet, the land-based carriers have only themselves to blame for their lack of coverage, because the current Commission rules allow for service provision up to the license border, which is occurring everywhere else in the nation. The land-based carriers in this proceeding are suddenly concocting "problems" in an attempt to justify their lust for the Gulf-based carriers' licensed territory.

A. The Border of the GMSA is the Same as All Other Cellular License Borders.

GTE claims that the current rules "severely limit cellular carriers' ability to provide customers with reliable service along beachfront and other areas abutting the Gulf of Mexico."[25] The Commission has clearly defined the GMSA border as the coastline, which it defines as "'the line of ordinary low water along that portion of the coast which is in direct contact with the open sea and the line marking the seaward limit of inland waters.'"[26] The Commission's rules treat this boundary the same as a boundary between two adjacent land carriers.[27]

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[23] *See* GTE Comments at 3; ALLTEL Comments at 4; SBC Comments at 1; and BellSouth Comments at 1.

[24] *See* GTE Comments at 4; ALLTEL Comments at 5.

[25] GTE Comments at 3.

[26] *Bachow/Coastel, L.LC., Complainant v. GTE Wireless of the South, Inc., Defendant*, Order, 2000 FCC LEXIS 972, ¶ 3 (E.B., rel. Feb. 29, 2000) ("*Bachow*").

[27] *See* 47 C.F.R. § 22.909(a).

GTE offers no explanation of why the Commission should redefine the GMSA boundary, and furthermore, why the GMSA boundary is different from the other boundaries surrounding GTE's licensed area in the Mobile, AL Metropolitan Statistical Area ("MSA").[28] GTE is presumably providing service to its licensed area up to the other three boundaries of the Mobile MSA without unauthorized extensions of its SABs into the adjacent land carrier's MSA, or GTE has obtained the consent of its neighbors for SAB extensions.

The GMSA boundary is no different from the boundary between two land MSAs. As proof of this, the Enforcement Bureau properly relied upon *Sagir, Inc. v. N.E. Colorado Cellular, Inc.*,[29] a decision involving illegal SAB extensions between two *land-based* licensees, to find that GTE "violated sections 22.911(d) and 22.912 of the Commission's rules by having the SABs of the three cell sites overlap the Gulf of Mexico CGSA . . .."[30]

GTE continues to blame the Commission for its gaps in service coverage by decrying the Commission's differences in license areas for cellular and PCS services.[31] GTE's claims of unfairness are again unsupported by fact, precedent or logic. GTE can provide service in its service area as all carriers are able to do. The coverage areas of the cellular and PCS service providers are irrelevant.

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[28] Bachow/Coastel notes that the GTE Comments, which the Commission invited for a rulemaking covering the entire Gulf of Mexico region, focus almost entirely upon three cell sites that were the subject of the *Bachow* decision and the underlying complaint proceeding, rather than the Texas coast which constitutes a much larger border between GTE and Bachow/Coastel.

[29] *See Bachow* at ¶ 11 (*citing Sagir, Inc. v. N.E. Colorado Cellular, Inc.*, 12 FCC Rcd 1185, p. 18 (rel. Feb. 3, 1997).

[30] *Bachow* at ¶ 1.

[31] *See* GTE Comments at 10.

B. The Current Rules Allow Land-Based Carriers to Build and Operate Transmitters Allowing Them to Operate Up to Their License Boundaries.

In an extraordinary display of the land-based carriers' refusal even to attempt to serve the public under the current rules, GTE declares that "[t]he most obvious way to address the problems faced by land-based cellular providers adjacent to the Gulf is to enable such carriers to extend their 32 dBu SAB contours into the Gulf of Mexico."[32] Of course, GTE supplies no factual or precedential support for this outlandish statement. The most obvious way to address the land-based carriers' service problems is for those carriers to design and construct a network of transmitters that covers their licensed area, with SABs extending up to, but not over, the license boundary - just as the land carriers operate between two land MSAs.

Again, the land-based carriers are at a loss to explain why they can operate within the rules for the other boundaries of their licenses, but unable to obey the Commission's rules for the GMSA boundary. Furthermore, the land-based carriers are at a loss to explain how these problems do not seemingly exist for the A block land-based carriers adjacent to the GMSA. Obviously, the Commission's rules work for those same, exact situations.

V. GTE IS WASTING THE COMMISSION'S RESOURCES BY REARGUING ITS DEFEAT IN *BACHOW*.

The Commission in its Second FNPRM invited comment on its proposals for its cellular service rules as they apply to the GMSA.[33] Instead of responding to the Commission, GTE instead decided to use this rulemaking proceeding as its next venue for rearguing its well-

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32 GTE Comments at 4.

33 *See* Second FNPRM at ¶¶ 1-4.

deserved defeat in *Bachow*. Presumably, GTE was not happy with the decision resulting from the Enforcement Bureau's application of the Commission's rules, so it is now pleading its futile case, concerning just three cell sites, before the Commission in a proceeding that deals with the entire Gulf region.

Bachow/Coastel, on the other hand, did present issues in this proceeding concerning the entire Gulf, and is following the Commission's rules concerning the restricted proceeding that is ongoing due to GTE's Application for Review of the *Bachow* decision.[34] Yet, the Commission and the public interest would not be served if Bachow/Coastel idly sat by and allowed GTE to distort the facts. To maintain an accurate record upon which the Commission can decide GMSA issues, Bachow/Coastel responds to GTE's distortions and misstatements of fact below.

GTE claims that Bachow/Coastel "has been unwilling to negotiate reasonable mutual extension agreements."[35] GTE knows that this is not true, and thus has made yet another misrepresentation to the Commission. Indeed, the willingness of Bachow/Coastel to enter "reasonable" mutual extension agreements is demonstrated by the fact that it has entered such an agreement – with GTE itself.[36] GTE's attempt to paint Bachow/Coastel as unreasonable completely lacks merit.

Since the last Commission status conference concerning GTE's illegal and unauthorized SAB extensions into Bachow/Coastel's cellular geographic service area ("CGSA") on December 3, 1999, GTE has not contacted Bachow/Coastel once to attempt to negotiate a settlement of

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34 *See* GTE Wireless of the South, Inc.'s Application for Review (March 16, 2000).

35 GTE Comments at 4.

36 *See* Contour Extension Agreement, executed September 26, 1996 by and between Bachow/Coastel Operations, Inc. and GTE Mobilnet of South Texas Limited Partnership (a copy of which is attached hereto as *Exhibit Two*).

GTE's blatant rule violations. Instead, GTE seems to believe that the public would be better served by attempting to portray Bachow/Coastel as unreasonable, and by blaming the Commission for its service problems.[37] GTE's inferior service cannot be blamed on the Commission's current rules or on any alleged "unwillingness" by Bachow/Coastel to negotiate. GTE is the intractable party that is unwilling to enter a contour extension agreement, and GTE has recklessly sacrificed the services of its own subscribers to make its unwarranted points to the Commission.

GTE omitted from its Comments the fact that it withdrew a contour extension agreement from the bargaining table after Bachow/Coastel agreed to it. Bachow/Coastel agreed to GTE's terms and conditions for mutual contour extensions - and GTE withdrew the agreement after Bachow/Coastel consented to it. Considering this, which GTE has never refuted, it should be a simple task for the Commission and the public to determine which party has acted unreasonably.

Considering the outages suffered by GTE's customers in Mobile because of GTE's stubborn refusal to add transmitters in that MSA to cover its licensed area fully, GTE's behavior in negotiations with Bachow/Coastel is shameful. GTE's misconduct is fully described in Bachow/Coastel's Supplement to Formal Complaint (December 10, 1999) in File No. WB/ENF-F-98-005 ("Supplement"). Bachow/Coastel provides a summary of GTE's bad faith negotiations herein:

- GTE abruptly ended the first round of negotiations with Bachow/Coastel by making filings in a pending Commission rulemaking proceeding which proposed

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[37] *See* GTE Comments at Exhibit A, page 2 ("The Customer: This is GTE's FAULT NOT THE FCC's ...").

actions that effectively rejected the alternatives to the removal of GTE's illegal and unauthorized SAB overlap that were being discussed by the two parties.

- On May 19, 1999, GTE completely rejected eight of the nine revisions proposed by Bachow/Coastel to a GTE proposal; GTE further revised the ninth proposed revision. Bachow/Coastel was then forced to request a status conference with the Commission.
- On October 1, 1999, the parties reached agreement to settle Bachow/Coastel's Formal Complaint regarding GTE's illegal and unauthorized SAB extensions with a best server line at the coastline, and GTE sent a "signature" copy of the agreement to Bachow/Coastel. GTE then withdrew its own offer from Bachow/Coastel by claiming (1) that a computer "glitch" caused the best server line to be depicted three miles into Bachow/Coastel's CGSA, rather than at the coastline, as agreed upon; (2) on October 6, GTE reported that it could not find a computer problem; (3) one week later, GTE changed its story again, claiming that there was a problem with its computer modeling software, and that it would correct the problem by October 14; and (4) during the week of October 28, a GTE corporate officer informed Bachow/Coastel that GTE always intended for the best server line to be three miles into Bachow/Coastel's CGSA.[38]

GTE further claims that "Bachow/Coastel has refused to even consider lowering the outrageous roaming rate it applies to calls it captures."[39] This is another falsehood. As part of the negotiations described *supra*, Bachow/Coastel and GTE agreed to negotiate roaming rates

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[38] *See* Supplement at 11-14.

[39] GTE Comments at 5.

upon execution of a contour extension agreement.[40] However, the roaming rate negotiations never commenced because of GTE's bad faith tactics, as described *supra*, and unwillingness to enter a reasonable contour extension agreement with Bachow/Coastel.

GTE's representation of Bachow/Coastel's roaming rates[41] is not only incorrect, but a flagrant breach of Section 3.5 of the Intercarrier Roamer Service Agreement between GTE and Bachow/Coastel,[42] which states:

> All information not of public record that is exchanged pursuant to this Agreement shall be treated as confidential. Parties obtaining such confidential information through this Agreement shall use it only as necessary to carry out the purposes of this Agreement or as necessary to comply with federal, state or local law. Parties obtaining confidential information through this Agreement shall not disclose its contents except as necessary to its duly authorized agents to carry out the purposes of this Agreement or as necessary to comply with federal, state or local law. The obligation to protect the confidentiality of information shall survive the termination of the agreement for a period of five years.[43]

Specific roaming rates are not an allowable subject for Commission rulemaking. The Commission's rules only require cellular carriers to provide manual roaming.[44] Indeed, the Commission has denied seven states' petitions for authority to regulate rates for Commercial

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40 *See* Declaration of Robert Ivanoff, attached hereto as *Exhibit One*.

41 *See* GTE Comments at 5 n.5.

42 Bachow/Coastel attaches a copy of this provision hereto as *Exhibit Three*.

43 Intercarrier Roamer Service Agreement, Section 3.5.

44 *See Radiofone, Inc. v. BellSouth Mobility, Inc.*, 1999 FCC LEXIS 1483, n.41 (E.C.I.D. 1999).

Mobile Radio Services ("CMRS") as part of a continuing trend of reduced regulation.[45] Furthermore, the Commission has removed itself from regulating cellular rates.[46]

GTE also alleges that "Bachow/Coastel's entire operating philosophy appears geared towards (*sic*) capturing as much land-based traffic and roaming fees as possible, rather than providing seamless Gulf-based cellular service to its customers."[47] This is another outrageous and unsupported accusation. That GTE has the audacity to claim it knows Bachow/Coastel's "operating philosophy" strains credulity. Indeed, given (1) GTE's refusal to follow the Commission's rules by building and operating additional transmitters to serve its subscribers that are currently experiencing outages within GTE's licensed area, and (2) the Enforcement Bureau's finding that GTE violated two Commission rules to operate illegal SAB extensions in the Gulf of Mexico, Bachow/Coastel has ample basis to state that GTE's entire operating philosophy appears geared toward capturing as much Gulf-based traffic and roaming fees as possible, rather than providing seamless land-based cellular service to its customers.

GTE's claim that "Bachow/Coastel's tactics result in unserved area being created along the shoreline"[48] is ludicrous. Bachow/Coastel has only defended its licensed territory, pursuant to the Commission's rules, against overzealous and unscrupulous adjacent land-based carriers.

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[45] *See Implementation of Section 6002(b) of the Omnibus Budget Reconciliation Act of 1993*, Competition in the Commercial Mobile Radio Services Second Annual Report, 7 CR 1 (1997).

[46] *See Rogers Radiocall, Inc.*, Final Decision, 96 FCC 2d 1172, ¶ 49 (1984) (*citing Houston Mobilfone, Inc.*, 65 FCC 2d 848, 859 (Rev. Bd. 1977), *review denied*, FCC 78-477 (July 11, 1978), *remanded sub nom. Mobilfone Service Inc. v. FCC*, 605 F.2d 572 (D.C. Cir. 1979); *on remand Houston Mobilfone Inc.*, 78 FCC 2d 1067 (1980).

[47] GTE Comments at 5. ALLTEL echoes this GTE allegation. *See* ALLTEL Comments at 8-9.

[48] GTE Comments at 9.

Bachow/Coastel, and all of GTE's license "neighbors," lack the ability to "create" unserved area within GTE's license area. The Commission's rules also do not create unserved area. Only GTE's unwillingness to invest in modifying or adding transmitters that would serve those areas without creating illegal and unauthorized SAB extensions creates unserved territory in its license areas.

GTE's Comments are the desperate cry of a Commission licensee that would rather watch its subscribers suffer service outages rather than add transmitters to help them, and then use that subscriber suffering to attempt to buttress its legal positions. This GTE tactic is a gross violation of its duties as a Commission licensee, and harms the public interest. Yet, GTE has the audacity to claim that the Commission's rules harm the public interest. The Commission's rules are apparently working for the A Block carrier in Mobile, which is not experiencing the same degree of service difficulties as GTE.

The resolution to service outages in Mobile lies with GTE. However, GTE is not taking any action – no contacts to Bachow/Coastel to reach a contour extension agreement, no movement on constructing transmitters that comply with the FCC's rules to serve all of its subscribers in Mobile – to serve its licensed area. The Commission should not be fooled by GTE's outrageous claims; the public apparently is not, as evidenced by the message from one GTE subscriber in Mobile: "This is GTE's fault, NOT THE FCC'S ..."[49] The Commission should not waste its valuable resources by considering GTE's belaboring of the issues from a separate proceeding.

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[49] GTE Comments, Exhibit A at 2.

VI. THE COMMISSION SHOULD NOT CONSIDER THE ALLTEL PROPOSAL.

ALLTEL's proposed rules (the "ALLTEL Proposal")[50] lack the factual underpinnings to become federal policy. ALLTEL attempts to justify its Proposal by distorting the facts and proffering self-serving interpretations of Commission precedent. ALLTEL cites Commission decisions concerning the protection of land-based carriers' systems out of context.[51] A facial examination of the passages cited by ALLTEL demonstrates that the Commission merely wanted the Gulf-based carriers to avoid interference and "significant service contour overlap" with the land-based systems.[52] The Commission did not intend for the Gulf-based carriers to sacrifice their most basic license rights for the economic gain of the land-based carriers. "[L]and-based service primacy"[53] for the land-based carriers exists only on land; service primacy of the Gulf waters belongs solely with the Gulf-based carriers.[54]

ALLTEL incorrectly cites paragraph 26 of the Second FNPRM as its basis for claiming that the current rules have led to "service degradation" along the Gulf coast.[55] Nowhere in that paragraph does the Commission discuss service degradation.[56] ALLTEL provides no basis for attacking the current rules.

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50 *See* ALLTEL Comments at 9-19.

51 *Id.* at 3-4.

52 *Id.*

53 ALLTEL Comments at 3.

54 *See Bachow.*

55 ALLTEL Comments at 4.

56 *See* Second FNPRM at ¶ 26.

In an apparent attempt to provide justification for its proposed rules, ALLTEL also exaggerates the level of conflict among carriers operating in the Gulf region. ALLTEL claims that "[s]ervice disputes between Gulf and land-based carriers have been legion."[57] Other than the D.C. Circuit's remand,[58] which caused the current proceeding, the only formal complaint proceeding of which Bachow/Coastel is aware is the one which led to the Enforcement Bureau's decision in *Bachow*. ALLTEL's assertion is without any factual support.

ALLTEL's revisionist history of Gulf matters continues with its complaints about the status of land-based carriers' *de minimis* extension requests.[59] ALLTEL has no right to complain. As the D. C. Circuit noted, the Commission has only granted *de minimis* extensions to land-based carriers (sixteen, to be exact), but none to Gulf-based carriers.[60]

ALLTEL maintains that Gulf-based carriers have "virtual veto power" over the *de minimis* extension requests of land-based carriers, which provides the Gulf-based carriers "leverage to preclude *land-based* carriers from providing reliable service to their own *land-based* service areas."[61] The harms claimed by ALLTEL are illusory. First, the "virtual veto power" over *de minimis* extensions requests is reciprocal between land-based and Gulf-based carriers – land-based carriers possess the exact same "virtual veto power" as the Gulf-based carriers.[62]

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57 ALLTEL Comments at 4.

58 *See Petroleum.*

59 *See* ALLTEL Comments at 5.

60 *See Petroleum* at 1168-1169.

61 ALLTEL Comments at 5.

62 *See* 47 C.F.R. § 22.912(a).

Second, as discussed *supra*, the Gulf carriers have no power to prevent the land-based carriers from designing and constructing a network of transmitters that comply with the FCC's rules to fully serve their own land-based license areas. The land-based carriers seemingly have no difficulty accomplishing this objective for the other borders of their MSAs, and the A Block land-based carriers adjacent to the Gulf do not have these service problems. ALLTEL, like GTE, is merely espousing a purposeful misinterpretation of the Commission's rules to try to justify changing the rules for their economic benefit.

ALLTEL also makes an effort to cast Bachow/Coastel as an unreasonable adjacent licensee.[63] As with GTE, ALLTEL omits certain key facts. Despite the fact that ALLTEL applied for Special Temporary Authority ("STA") for three different MSAs that created SAB extensions into Bachow/Coastel's CGSA without ever seeking consent from Bachow/Coastel, Bachow/Coastel has challenged only one of these STAs.[64] The one STA challenged by Bachow/Coastel creates an SAB overlap of an SAB from cell site that is shared by Bachow/Coastel and ALLTEL.[65] ALLTEL never disclosed the agreement covering the shared cell site's operations to the Commission in its STA applications.[66] Again, ALLTEL made no attempt to comply with the Commission's current rules, yet it claims that the current rules do not work. Without even trying to comply with the Commission's current rules, the land-based carriers have no basis upon which to propose new rules.

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63 *See* ALLTEL Comments at 8-9.

64 *See* Bachow/Coastel's Petition for Reconsideration (May 1, 2000).

65 *Id.*

66 *Id.*

Further, ALLTEL purposely withheld its proposed rules from an ad hoc industry group that held meetings this past winter in an attempt to resolve licensing conflicts in the Gulf region. Thus, the Commission can only conclude that the ALLTEL Proposal is not submitted in the public interest, but is rather a frontal assault upon the Gulf carriers' licenses. Not only is the ALLTEL Proposal based upon fabrications of the past and current situations in the Gulf, but it eliminates the Gulf carriers' rights of interference protection[67] and subjects the Gulf carriers' subscribers to increased interference and capture at the hands of the land-based carriers.

The ALLTEL Proposal harms the public interest by creating additional interference in the coastal waters. The ALLTEL Proposal opens up an area currently licensed to one Gulf carrier to any carrier providing service along the Gulf coast.[68] Thus, the ALLTEL Proposal subjects cellular subscribers in ALLTEL's "coastal zone" to signals emanating from as many as four different carriers, each of which would be trying to provide "reliable service." All carriers in ALLTEL's coastal zone would effectively have no interference protection.

The ambiguity of ALLTEL's Proposal underscores how unrealistic that plan is. The linchpin of ALLTEL's Proposal is that all carriers would employ "standards of good engineering practice."[69] Yet, ALLTEL does not define these standards, which would require some degree of mathematical precision to work. In fact, the Commission has no definition of "standards of good engineering practice" in its rules.

In arguing the public interest aspects of its proposal, ALLTEL makes assumptions about Gulf-based services, specifically that "the economics of Gulf-based service militate against

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67 *See* ALLTEL Comments at 9.

68 *Id.* at 10.

69 *Id.* at 9.

maintaining the current rules which restrict land-based carriers' ability to serve their land-based customers in coastal regions ...."[70] Outside of its own unauthorized SAB extensions into the Gulf, ALLTEL is not and never has been a Gulf-based licensee, and thus cannot credibly make any assumptions about the economics of Gulf-based service.

ALLTEL makes its "public interest" arguments at the expense of Bachow/Coastel, and, expectedly, mischaracterizes the facts. ALLTEL alleges that Gulf-based carriers are not "making the investments needed to provide reliable 911 service and to deploy Enhanced 911 ("E-911") services to coastal areas."[71] The truth is that Bachow/Coastel upgraded its Lucent switching system with the most advanced switch available to wireless carriers, and its 5ESS system is capable of providing the same E-911 service as is supplied by the land-based carriers.[72]

ALLTEL also misrepresents the status of Bachow/Coastel's involvement with the Universal Service Fund, claiming a "reluctance to participate (and contribute) . . . ."[73] Actually, Bachow/Coastel contributes the Universal Service Fund in the same fashion as any other cellular carrier.[74] Bachow/Coastel takes its universal service obligations seriously, and complies with such regulations on every level.[75]

The ALLTEL Proposal is not based upon any notion of the public interest. ALLTEL's Proposal simply provides the mechanism for land-based carriers to usurp the Gulf-based carriers'

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70 ALLTEL Comments at 11 (*citing* 360 Communications Comments at 3-5).

71 *Id.* at 13.

72 *See Exhibit One.*

73 ALLTEL Comments at 14, n.32.

74 *See Exhibit One.*

75 *Id.*

license for water areas of the Gulf that are adjacent to the land-based carriers' licenses.[76] The ALLTEL Proposal serves no other goal other than the land-based carriers' cost-free seizure of the GMSA.

When discussing the Commission's authority to adopt the ALLTEL Proposal, ALLTEL conveniently omits critical language[77] from cited case law and Commission precedent that clearly holds that a rulemaking not of general applicability cannot modify existing licenses without triggering the protections of Section 316 of the Communications Act, as amended (the "Act"). ALLTEL's proposed rules are not "rules of general applicability" that would allow the Commission to promulgate rules without holding a hearing concerning each affected license.[78] Such a taking of licensed territory from two specific wireless licensees pursuant to a rulemaking is without precedent or justification.

The ALLTEL Proposal severely reduces the licensed CGSA for Bachow/Coastel, and creates a new service area, an unprecedented move. This contraction of Bachow/Coastel's service area is akin to the switch of a community of license in broadcasting, which requires the Commission to provide notice and 30 days to respond pursuant to Section 316 of the Act.[79] Bachow/Coastel's licensed area under the proposed rules would be so radically different as to

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76 *See* ALLTEL Comments at 16.

77 *Id.* at 17-19.

78 *See Cellular Applications for Unserved Areas*, Further Order on Reconsideration, 6 CR 219, ¶¶ 37-39(1997).

79 *See Amendment of Section 73.202(b), Table of Allotments, FM Broadcast Stations*, Memorandum Opinion and Order, 11 FCC Rcd 16392, ¶ 4 (P.R.D., 1996).

destroy any notion that the modification of its license would be *de minimis*,[80] and triggers the provision of Section 316 of the Act.

The ALLTEL Proposal would remove all of the geographic protection from interference afforded to Bachow/Coastel under its existing license.[81] Bachow/Coastel's current operations would certainly receive objectionable electrical interference as a result of the ALLTEL Proposal's rules. As such, longstanding precedent holds that the Commission must afford Bachow/Coastel the procedural protections of Section 316 of the Act, giving it the opportunity to show in hearing why the Commission should not modify Bachow/Coastel's license.[82]

ALLTEL cannot credibly claim that Bachow/Coastel lacks recourse under Section 316 of the Act because its Proposal advances rules of general applicability. Rules of general applicability are not based upon any facts peculiar to a licensee, and are not directed specifically at a licensee.[83] Rules of general applicability must apply to all carriers.[84]

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80 *See The Baltimore Radio Show, Inc.*, Memorandum Opinion and Order, 3 FCC Rcd 169, ¶ 6 (Rev. Bd. 1988).

81 *See* ALLTEL Comments at 9.

82 *See Santa Monica B/casting, Inc.*, Hearing Designation Order, 53 RR 2d 324, ¶¶ 4-6 (1983). *See also Western Broadcasting Company v. F.C.C.*, 674 F.2d 44 (D.C. Cir. 1982); *Bristol Broadcasting Company, Inc.*, Memorandum Opinion and Order, 68 FCC 2d 1070 (1978); *Olympian Broadcasting Corp.*, Memorandum Opinion and Order, 28 FCC 2d 399, ¶ 6 (1971); *Indian River B/casting Co.*, Memorandum Opinion and Order, 3 RR 2d 295 (1964).

83 *See U.S. v. Daniels*, 418 F. Supp. 1074 (S.D. 1976).

84 *See Market Entry and Regulation of Foreign-Affiliated Entities*, Notice of Proposed Rulemaking, 1 CR 2025, ¶ 91 (1995).

VII. THE JOINT PROPOSAL IS FLAWED IN ITS PRESENT FORM.

Bachow/Coastel agrees with PetroCom and USC's Joint Proposal to equalize signal strength at the license boundaries.[85] Predictably, GTE opposes equal signal strength at the boundary, even though equal signal strength at the boundary exists without controversy between land-based MSAs.[86] Regardless, Bachow/Coastel agrees with Joint Proposal's goal of equal signal strength at the license boundary, even though Bachow/Coastel would reach that goal through different methodology.[87]

Bachow/Coastel is concerned, however, about the Joint Proposal's introduction of a "testing firm" to measure signal strength at the license boundary.[88] First, the addition of the "third party" mechanism appears to be an invitation to increased disputes, and additional costs, and would not reduce conflict in the Gulf. Second, the testing firm would effectively be establishing authorized operating boundaries between carriers, which is tantamount to licensing; it is not apparent that the Commission can delegate such licensing authority to a third party. Finally, the Commission's Enforcement Bureau has a proven record of effectively applying the Commission's rules to resolve boundary disputes,[89] thus obviating the need for the methodology proposed by PetroCom and USC.

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85 *See* Joint Comments at 2.

86 *See* GTE Comments at 16-17.

87 *See* Comments of Bachow/Coastel, L.L.C. at 13-15.

88 *See* Joint Comments at 2.

89 *See Bachow.*

CONCLUSION

In light of the foregoing, Bachow/Coastel respectfully submits that the Commission should not adopt the rules it proposed in the Second FNPRM. Instead, the Commission should terminate the captioned proceedings and retain its existing rules, which have demonstrably resulted in reliable cellular service to the public throughout the Gulf region.

Respectfully submitted,

BACHOW/COASTEL, L.L.C.

By: _____
Arthur H. Harding
Steven J. Hamrick

FLEISCHMAN AND WALSH, L.L.P.
1400 Sixteenth Street, N.W.
Sixth Floor
Washington, D.C. 20036
(202) 939-7900 (voice)
(202) 667-8543 (telecopier)
Its Attorneys

Date: May 30, 2000

::ODMA\MHODMA\iManage;119389;1

EXHIBIT ONE

DECLARATION OF ROBERT IVANOFF

I, Robert Ivanoff, declare under penalty of perjury that the following is true and correct to the full extent of my knowledge and belief:

1. *I am the Vice President of Operations for Bachow/Coastel, L.L.C. ("Bachow/Coastel").*

2. *Bachow/Coastel and GTE Wireless of the South, Inc. agreed to negotiate an agreement concerning roaming rates upon execution of a contour extension agreement for Mobile, Alabama.*

3. *Bachow/Coastel upgraded its Lucent switching system with the most advanced switch available to wireless carriers, and its 5ESS system is capable of providing the same E-911 service as is supplied by the land-based carriers.*

4. *Bachow/Coastel contributes the Universal Service Fund in the same fashion as any other cellular carrier. Bachow/Coastel takes its universal service obligations seriously, and complies with such regulations on every level.*

5. *Since the last Commission status conference concerning GTE's illegal and unauthorized SAB extensions into Bachow/Coastel's cellular geographic service area ("CGSA") on December 3, 1999, GTE has not contacted Bachow/Coastel, a period now covering more than five months, to attempt to negotiate a settlement of GTE's rule violations.*

6. *I have read the foregoing Reply Comments, and understand it to be true and correct to the full extent of my knowledge and belief.*

I declare under penalty of perjury that the foregoing is true and correct to the full extent of my knowledge and belief. Executed on May 30, 2000.

Robert Ivanoff

Robert Ivanoff

EXHIBIT TWO

RECEIVED
SEP 30 1996
BY:

CONTOUR EXTENSION AGREEMENT
Sabine Pass Cell Site - Sabine Pass, Texas

Bachow/Coastel Operations, Inc. ("Coastel"), licensee of a cellular radio system in the Gulf of Mexico Metropolitan Statistical Area ("MSA"), Market No. 306B, has reviewed the request of GTE Mobilnet of South Texas Limited Partnership ("GTEM"), licensee of a cellular radio system in the Beaumont-Port Arthur, Texas MSA, Market No. _____ for a modification of the Sabine Pass Cell Site.

The 32 dBu contour extension into the GMSA, is approved, as per the attached exhibits and conditions in the following paragraphs.

GTEM acknowledges that the extension into the GMSA, upon 30 days written notice, may be required to be reduced or eliminated should system operations in the Gulf of Mexico reasonably necessitate such a modification. Coastel does not give up the right to interference protection within the area of the contours extension and it retains all claims to the area as part of its authorized GMSA.

GTEM agrees that it will coordinate frequency usage with Coastel and eliminate all unacceptable radio interference, co-channel and adjacent channel and unacceptable capture of contours experienced by Coastel's system in the Gulf of Mexico caused by the proposed extension. If interference problems cannot be resolved, GTEM agrees to adjust beam tilt or signal strength at their cell site or to reimburse Coastel for any necessary engineering or hardware changes required to eliminate the extensions causing the dispute upon prior written notice that the dispute has not been resolved to Coastel's satisfaction.

Coastel and GTEM understand and acknowledge that neither the agreement nor the filing of said agreement with the FCC is intended to assign to the other party the right that each licensee has to serve, on an interference free basis, the area within its MSA. Coastel's approval for the contour agreement for the specified cell site is for that cell site only.

In consideration, GTEM will permit, upon prior approval, contour extensions of comparable amounts into the Beaumont - Port Arthur, TX MSA from any future sites or modifications that may be proposed by Coastel. Modifications to the sites of both GTEM and Coastel may be necessary to achieve the ability of call capture by each licensee within its MSA/GMSA. This extension will be governed by reciprocal conditions to that in the above paragraphs.

BACHOW/COASTEL OPERATIONS, INC.

Approved: G.S. McClellan

Printed Name: G. S. McCLELLAN

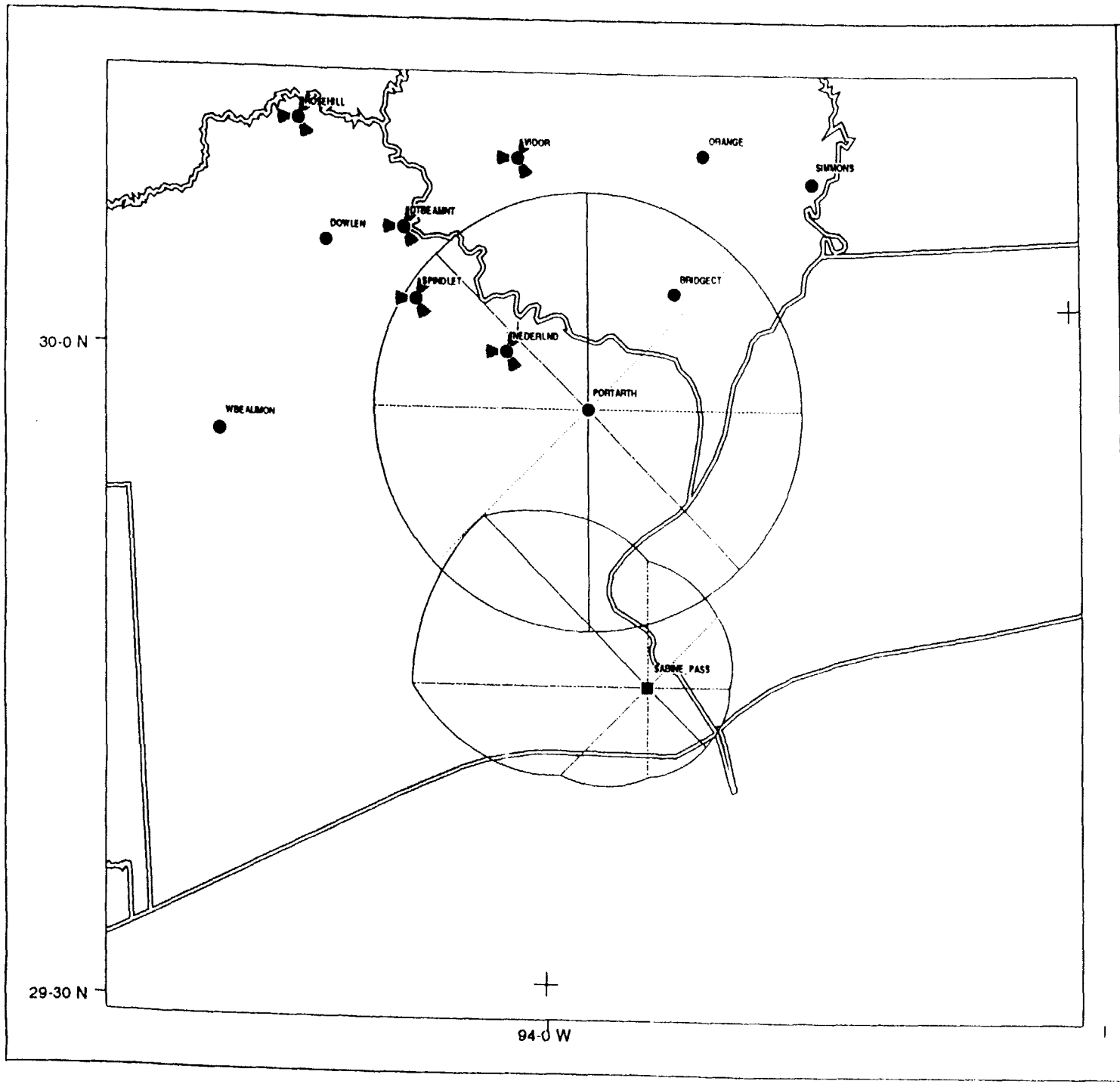
Date: 9/18/96

GTE MOBILNET OF SOUTH TEXAS LIMITED PARTNERSHIP

Approved: Karen Puckett KAS

Printed Name: KAREN PUCKETT

Date: 9/26/96



HOUSTON_END_95
GRANET Ver 1.8.1
Map # 61
UTM zone 14
User ID: engr
Tue Nov 14 13:07:25 1995

Signal Strength [dBm]

- ABOVE -75
- -85 to -75
- -95 to -85
- BELOW -95

SABINE PASS
TOTAL AREA = 191 sq. mi.
EXTENTION = 12.76 sq mi
(6.68 %)

Scale 1:500000

mile 0 5 10

km 0 5 10 15 20

GTE Mobilnet
100 Glenborough
Houston, TX 77067

FCC Service Contour Report

GTE Mobilnet
100 Glenborough
Houston, TX 77067

GRANET 1.8.1
User: engr
Date: Tue Nov 14 13:07:36 1995
Page: 0

Site Name: SABINE_PASS

Sabine Pass, TX

Site ID: 1198
Sector: 0 (Setup)

Latitude: 29 43 35 N
Longitude: 93 53 51 W
Ground Elevation: 3.0 ft AMSL

Antenna Model: DB884H60_X
Antenna Gain:14.3 db

Antenna Height: 207.0 ft AGL
Azimuth: 290.0 TN
Tilt: 0.0 degrees
ERP: 85.0 Watts

Height & Power Engineering Data

Radial Bearing (Degrees From True North)	Average Elevation Along Radial Above Mean Sea Level (ft)	Height of Antenna Radiation Center above Average Elevation of Radial (ft)	Effective Radiated Power in Radial Direction (Watts)	Distance to Reliable Service Area Contour (mi)
0	0	210	1.17	6.65
45	0	210	0.33	5.35
90	0	210	0.02 *	4.46
135	0	210	0.01 *	4.46
180	0	210	0.17	4.81
225	0	210	1.26	6.73
270	0	210	55.90	12.81
315	1	209	49.82	12.55

Average Terrain Elevation (ft)	Antenna Radiation Center Height Above average Terrain (ft)
0	209

* denotes min value used

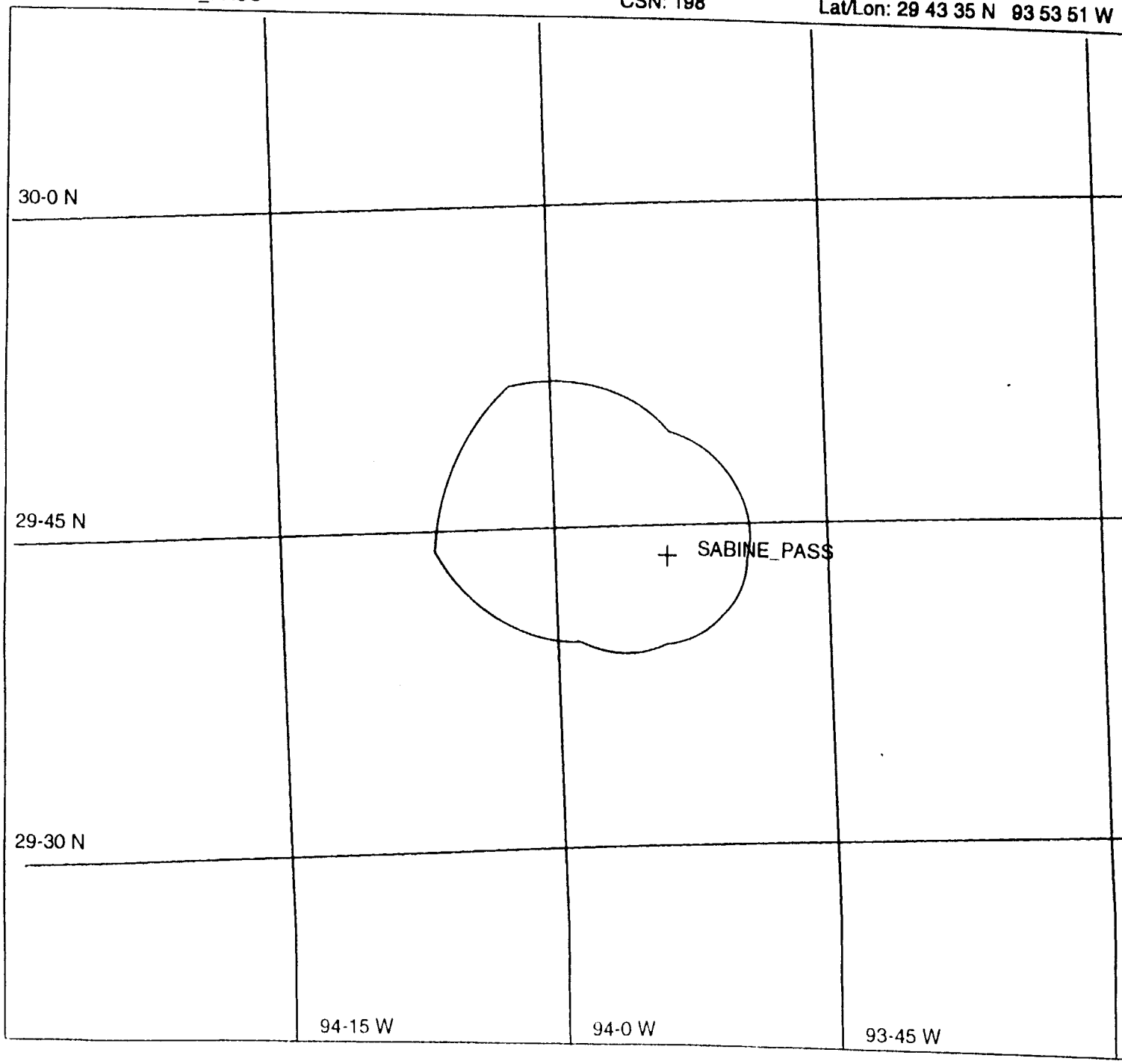
FCC Service Area

Site Name: SABINE_PASS

CSN: 198

Lat/Lon: 29 43 35 N 93 53 51 W

Ground Elev: 3.0 ft AMSL



1.8.1 User ID: engr

Tue Nov 14 13:07:51 1995

Setup Stations

Sector 0

Sect:0 Ant: DB884H60_X
Gain: 14.3 db Ht: 207.0 ft AGL
Tilt: 0.0 deg. ERP: 85.0 W
Az: 290.0 TN

Scale: 1:500000

Miles

0 4 8 12

GTE Mobilnet
100 Glenborough
Houston, TX 77067

EXHIBIT THREE

INTERCARRIER ROAMER SERVICE AGREEMENT

THIS AGREEMENT dated as of the 21st day of August, 1990, by and between GTE MOBILNET SERVICE CORP., sometimes referred to as GTE MOBILNET, and RVC Services, Inc. d/b/a Coastel Communications Company, sometimes referred to as "Coastel" Coastel, on behalf of those general and limited partnerships set forth in Appendix I, attached hereto and hereby incorporated herein. The partnerships listed in Appendix I as the "GTE MOBILNET Licensees and Permittees" are herein referred to as the "GTE MOBILNET Parties," the partnerships listed in Appendix I as the "Coastel Licensees and Permittees" are herein referred to as the "Coastel Parties," or individually as a "GTE MOBILNET Party" or a "Coastel Party," respectively; GTE MOBILNET, Coastel, the GTE MOBILNET Parties and the Coastel Parties are collectively referred to as the "Parties" and individually as a "Party."

RECITAL

WHEREAS, the Parties desire to make arrangements to facilitate the provision of cellular service to Roamers in accordance with the "General Terms and Conditions for Roaming," attached hereto as Appendix II, and "Operating Procedures," attached hereto as Appendix III (Appendix II and Appendix III are hereby incorporated herein and such Appendices and all attachments hereto are referred to herein as the "General Terms"), for as long as practicable.

Appendix III, and shall include with such notice copies of the revised pages of such tariffs. If tariffs are not required to be filed by a certain jurisdiction, the Parties shall exchange through GTE MOBILNET and Coastel the written terms and conditions of service to be used in lieu thereof and any amendments thereto.

3.5 All information not of public record that is exchanged pursuant to this Agreement shall be treated as confidential. Parties obtaining such confidential information through this Agreement shall use it only as necessary to carry out the purposes of this Agreement or as necessary to comply with federal, state or local law. Parties obtaining confidential information through this Agreement shall not disclose its contents except as necessary to its duly authorized agents to carry out the purposes of this Agreement or as necessary to comply with federal, state or local law. The obligation to protect the confidentiality of information shall survive the termination of the agreement for a period of five years.

IV. BILLING

4.1 Each Home Carrier shall be responsible for billing to, and collecting from, its own customers all charges that are incurred by such customers as a result of service provided to them as Authorized Roamers by the Serving Carrier. The Home Carrier shall also be responsible for billing its customers for, and remitting to, the Federal Government all federal excise tax that may be due in connection with the service being billed by it to its customers. While the Serving Carrier will be responsible for the computation and remittance of all state and local taxes, each

IN WITNESS WHEREOF, the undersigned have duly executed this Agreement as of the date first above written.

GTE MOBILNET

By: Donald L. Mecher

Title: Director-Industry Relations

Date: 8-29-90

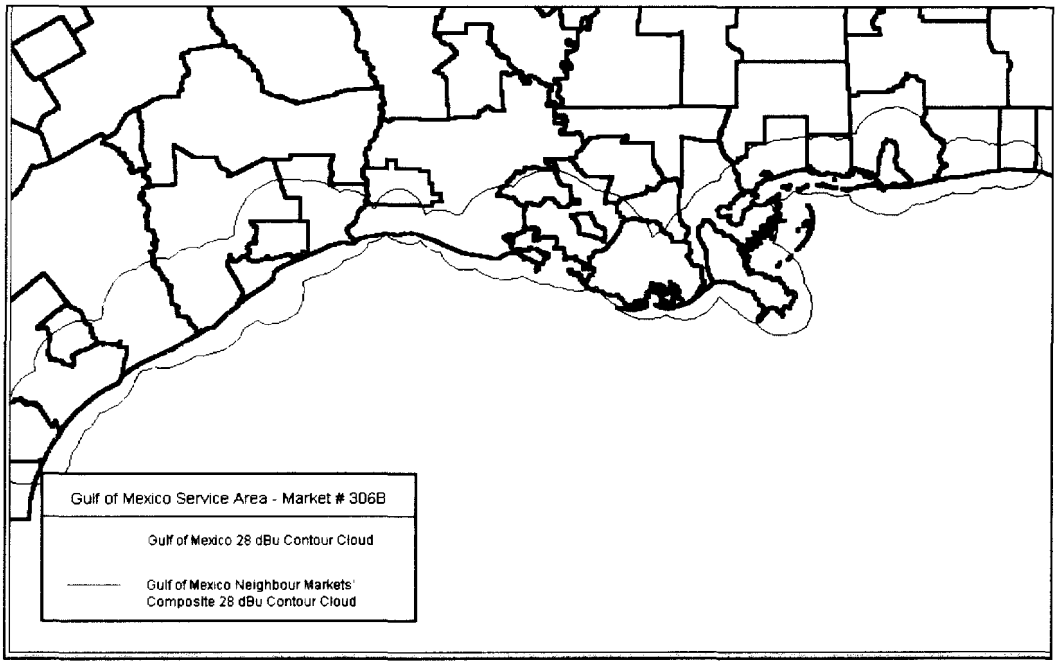
Coastel Communications Co.

By: Carol Browning

Title: Vice President Finance & Admin.

Date: 8-21-90

EXHIBIT FOUR


Gulf of Mexico Service Area - Market # 306B
Gulf of Mexico 28 dBu Contour Cloud
Gulf of Mexico Neighbour Markets' Composite 28 dBu Contour Cloud

CERTIFICATE OF SERVICE

I, Tonya Y. VanField, hereby certify that a copy of the foregoing Comments was served upon the following via hand delivery* and first-class U.S. mail on this 30th day of May 2000:

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Washington, DC 20036-5801

* Denotes hand-delivery.

Tonya Y. VanField