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FEDERAL COMMUNICATIONS COMMISSION
OFFICE OF THE SECRETARY

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June 15, 2001

VIA HAND DELIVERY
Ms. Magalie Roman Salas, Secretary
Federal Communications Commission
445 12th Street, SW, Room TW-A325
Washington, D.C. 20554

Re: **PETROLEUM COMMUNICATIONS, INC.**
Ex Parte Presentation
Gulf of Mexico Cellular Rule Making Proceeding
WT Docket 97-112; CC Docket 90-6

Dear Ms. Salas:

On behalf of Petroleum Communications, Inc. ("PetroCom"), we provide this brief response to the April 6, 2001 ex parte filing by Cingular Wireless ("Cingular").[1]

Cingular's filing reports an April 5 meeting with Bureau staff in the referenced proceeding where it supported "the consensus position" in support of the neutral zone. Of course, there is not a complete consensus. U.S. Cellular Corporation has not jumped on the "consensus" bandwagon. Other land carriers with systems adjacent to the Gulf have not taken a position. The Gulf carriers, with 10 miles of service area to lose (compared to the land carriers who have nothing to lose), strongly oppose the so-called "consensus position." Just because a "consensus" of some kind might have developed around a position does not make it the right one for the Commission to adopt. In a rule making where the agency's decisions must be supported by the record evidence, those advocating a self-proclaimed "consensus position" must present something more than the strength of their numbers to carry the day.

Based on the report of the April 5 meeting, Cingular made no showing that any coverage or capture problem exists that even merits serious consideration of the "consensus proposal" in the first place. Its April 6 report merely repeats the one-sided benefits of the neutral zone to land carriers, like "immediate improvement in the provision of ubiquitous land-based service [...]." Nor did Cingular apparently give any example of a E-911 problem ever occurring in the Gulf, nor explain how or why the neutral zone is "technically sound and easily administered." The April 6 report of the meeting shows that Cingular's statements fall in the category of unsupported assertions.

[1] An original and four copies of this submission are being filed (two copies for each referenced docket).

According to its April 6 filing, Cingular discussed its existing agreements with PetroCom and Coastel in some of its markets. Cingular stated that, "[t]hese agreements involved a few tower collocation arrangements, service area boundary arrangements, the provisioning of trunking and switching services for the Gulf watercarriers and so forth." We would be surprised if the question did not come up at the meeting of why a neutral zone is needed if such agreements can be reached under the existing rules if and when coverage or capture issues arise. Cingular's filing does not deal with this critical question. Instead, it creates the same diversion begun by other carriers of deflecting the Commission's attention from coverage and capture issues by complaining about Gulf roaming rates.

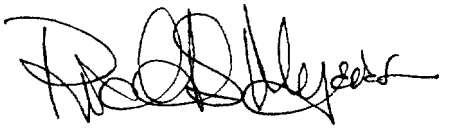
If there ever was a red herring in the Gulf proceeding, roaming rates is it. After years of getting along under co-location and extension agreements in the Gulf without complaints about roaming rates (or anything else), land carriers like Cingular – one of the parties to these agreements – suddenly start complaining, playacting in an effort to have the Commission take 10 miles of service area from the Gulf carriers and hand it to them under the guise of a neutral zone. The Commission shouldn't buy it.

Please review the comments filed by Cingular's predecessors (BellSouth Corporation, Southwestern Bell and SBC Wireless on June 2, July 2 and August 4, 1997 and May 15, 2000). There is not a *single* mention of the co-location agreement to which their successor, Cingular, is a party with PetroCom, let alone that this agreement results in *lower* roaming charges, a point made at page 2 of PetroCom's March 1, 2001 ex parte submission that Cingular completely ignores.[2]

At least Cingular now acknowledges its "existing agreements with PetroCom and Coastel" that have solved coverage and capture problems in the Gulf, as they have on land. If "grandfathering" such agreements means only that new rules would allow the agreements to stay in force until their current expiration dates (as implied by the vague statement in Cingular's April 6 report), these agreements will be allowed to expired without being renewed if the "consensus position" is adopted. Land carriers will have no need or incentive to enter into co-location or extension agreements if they can capture 10 miles of additional service using high power transmitters broadcasting into a "neutral zone" situated entirely over water, another point Cingular concedes by silence.

Cingular presents no valid reason for adopting the "consensus position." Cingular's acknowledged agreements with PetroCom and Coastel demonstrate exactly why the Commission should not adopt it.

Sincerely,



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[2] Southwestern Bell's June 2, 1997 comments (pages 5-6) supported the concept of negotiated agreements among carriers, leaving unmentioned the fact that such agreements have worked in the Gulf.

cc: David Furth
James D. Schlicting
Roger Noel
Lauren Kravetz