

Decision 97-12-083 December 16, 1997

BEFORE THE PUBLIC UTILITIES COMMISSION OF THE STATE OF CALIFORNIA

Investigation on the Commission's own motion into all facilities-based cellular carriers and their practices, operations and conduct in connection with their siting of towers, and compliance with the Commission's General Order No. 159.

Investigation 92-01-002
(Filed January 10, 1992)

ORIGINAL

INTERIM OPINION APPROVING SETTLEMENT AGREEMENT

In this decision, we consider a joint motion filed by our Consumer Services Division (CSD)¹ and GTE Mobilnet Incorporated (GTEM) for approval of a settlement agreement concerning the Commission's investigation into GTEM's compliance with General Order (G.O.) 159, which sets forth our rules for the siting of cellular communications facilities.² The parties' October 16, 1996 Settlement Agreement (Settlement Agreement or Agreement) is attached to this decision as Appendix A.

Pursuant to Rule 51.1(e) of our Rules of Practice and Procedure, we find that the agreement is reasonable in light of the record, consistent with law and in the public interest. Accordingly, we will approve the Agreement.

¹ CSD is the latest entity within the Commission to represent our staff in connection with this investigation. As explained in the text, when the original Order Instituting Investigation (OII) was issued in 1992, staff was represented by the Advocacy Staff of the Commission Advisory and Compliance Division (CACDA). In June 1995, our Safety and Enforcement Division (S&E) assumed responsibility for the investigation. In the Fall of 1996, CSD succeeded to S&E's responsibilities for conducting the investigation. In this decision, we will refer to the staff entity that took action on a particular date.

² The version of G.O. 159 that governs this case was promulgated in Decision (D.) 90-03-080, 36 CPUC2d 133 (1990). G.O. 159 was subsequently amended by D.96-05-035, but those amendments are not relevant to the settlement agreement considered herein. It is the original version of G.O. 159 that governs this case.

Procedural Background of the Investigation

G.O. 159 took effect on March 28, 1990. Under the "Standard Review Procedure" of G.O. 159 that was in effect during the time period covered by this investigation, once a cellular carrier had received a certificate of public convenience and necessity for its initial system,³ responsibility for environmental review of proposed new sites shifted from this Commission to the local agency (or agencies) having jurisdiction over the site. After these agencies had issued the necessary permits, the carrier filed an advice letter (AL) with the Commission stating that it had all the necessary permits in hand and had complied with all applicable regulations and wished to begin construction. The carrier was free to begin construction once we had issued a resolution approving the AL. In the alternative, the carrier was free to begin construction after filing the AL, but before our approval, if the carrier filed a letter of undertaking stating that it would remove the new facility in the event that the AL was disapproved.

As noted in the Joint Motion, the investigation out of which the proposed settlement arises began in 1992. The January 10, 1992 OII stated:

"CACD [advocacy] staff have identified three cellular utilities [including GTEM] which it believes have had a pattern of constructing their cellular towers prior to filing an AL with the Commission. Furthermore, in a number of cases, where sites were constructed prior to and during the AL process, the required undertakings were not provided. None of these companies informed the Commission that the sites had in fact been constructed prematurely until Commission staff began to directly question the companies. Therefore, the staff believes that some of the AL filings have misrepresented the status of the cellular sites." (OII, p. 3.)

³ Under the Omnibus Budget Reconciliation Act of 1993, this Commission no longer has jurisdiction to issue certificates of public convenience and necessity to providers of wireless telecommunications services. The 1993 Act also preempts our authority to engage in rate regulation of commercial mobile radio service providers. However, the siting of cellular facilities is one of the "terms and conditions" reserved to the States under the 1993 Budget Act.

In order to investigate the situation, the Commission made all of the facilities-based carriers, including GTEM,⁴ respondents in this docket and ordered them to make two sets of filings. The first filing required paperwork for any construction a carrier had ever undertaken on any site; the second required paperwork for sites on which an AL was pending on the issuance date of the OII, but as to which construction had begun prematurely. In the Spring of 1992, GTEM and the other respondent carriers made the required filings.

The Interim Status Report and the Order to Show Cause Proceedings

After several months of reviewing the two sets of filings, CACDA issued an Interim Status Report (ISR) on November 25, 1992. The ISR listed on a site-by-site basis CACDA's allegations about probable G.O. 159 violations committed by various carriers, including GTEM. Pursuant to a ruling by the assigned Administrative Law Judge, GTEM and several other carriers submitted responses to the ISR on February 17, 1993. They also participated in a prehearing conference intended, among other things, to find ways of narrowing the very substantial gap that existed between CACDA and the respondent carriers over how certain provisions in G.O. 159 should be interpreted.

At the Commission's April 7, 1993 meeting, a new phase of the OII began. On that date, we issued six Orders to Show Cause why four of the respondent carriers, including GTEM, should not be found to have violated G.O. 159 with respect to their activities at six specific sites, including GTEM's Santa Rosa East site. In D.94-11-018, as modified by D.94-12-007, we concluded that GTEM's activities with respect to the Santa Rosa East site violated G.O. 159, and we assessed a \$343,000 penalty on account of the construction activity that GTEM had engaged in there prior to filing an AL with the Commission. As both the Joint Motion and the Settlement Agreement note, an

⁴Two GTEM affiliates were named as respondents in the OII, namely, GTE Mobilnet of California Limited Partnership, and GTE Santa Barbara Limited Partnership. Together, these entities are referred to in the Joint Motion, the Settlement Agreement and this decision as "GTEM Affiliates."

application for rehearing is pending in connection with D.94-12-007, and the Settlement Agreement does not pertain to the Santa Rosa East site. (Joint Motion, p. 2; Settlement Agreement, p. 3.)

We have approved two prior settlement agreements in connection with this investigation. In D.93-09-075, we approved a settlement between CACDA and McCaw Cellular Communications, Inc. (McCaw), under which McCaw agreed to pay \$145,000 over a three-year period. In D.94-11-019, 57 CPUC2d 250 (1994), we approved a substantially more complex settlement agreement between CACDA and the Los Angeles Cellular Telephone Company (LACTC), under which LACTC agreed to (1) pay \$4.37 million over a three-year period, (2) submit to an audit of its compliance with G.O. 159 with respect to all of the sites covered by the investigation, and (3) either cure or tear down facilities found not to comply. As indicated in the discussion below, the settlement between CSD and GTEM appears to be patterned on the McCaw and LACTC agreements and to be consistent with them.

Description of the Proposed Settlement Agreement

The Settlement Agreement for which our approval is sought arises out of a report that S&E issued on October 11, 1995. In that report, S&E alleged that GTEM had violated G.O. 159 in the following respects: (1) it commenced construction at 55 sites after March 28, 1990 (the effective date of G.O. 159) without first filing an AL and obtaining a resolution authorizing construction, (2) it never obtained a resolution authorizing construction for 19 cell sites as to which it did file ALs, and (3) one of its employees misled the Commission into believing that construction had not commenced with respect to 28 sites for which GTEM did file advice letters. The Settlement Agreement states that while GTEM disputes the third allegation, the information it provided to S&E and CSD "indicates that [GTEM] commenced construction of the 55 cell sites mentioned above prior to filing an advice letter." (Agreement, p. 2.)

In addition to the 55 sites mentioned in the October 11, 1995 report, the Settlement Agreement covers "all cell sites currently in service which were placed in service after March 28, 1990, and prior to June 1995," which according to the Joint

Motion (at 4) is a total of 172 sites.⁵ The Agreement recites that since June 1995, "GTEM and GTEM affiliates have fully and completely cooperated with S&E and CSD in providing complete and timely information concerning all cell sites that fall within the period covered by the Investigation." (Agreement, p. 2.)

Significantly, the Agreement states that CSD does not agree or disagree with the following important contention by GTEM:

"GTEM contends that prior to the commencement of construction of each of these cell sites GTEM affiliates had obtained all required conditional use permits and building permits from local agencies, all required environmental review was completed, and all required notice was given, and that no staff or local authority or member of the public has ever raised a complaint concerning said sites." (*Id.*)

The Settlement Agreement provides an audit mechanism for putting this contention to the test. In addition to paying the Commission \$800,000 over a two-year period, GTEM agrees to hire an independent consultant, Bernard J. Bloch, "to determine and certify to CSD" that, with respect to each covered cell site, GTEM Affiliates possesses a copy of the following authorizations:

"...an appropriate conditional use permit (or similar authorization) and all grading, excavation, electrical, plumbing, mechanical, fire suppression, and other building permits to the extent that they were required by the federal, state, or local permitting agencies as of the date the cell site was constructed..." (*Id.* at 6, para. 6(a).)

In the event Bloch finds that GTEM's records do not contain an authorization that is required, GTEM will obtain a copy of, or apply for, the authorization, or "otherwise cure the deficiency, including, when necessary, demolition, modification, retrofitting, rebuilding, remodeling or other conforming alteration." (*Id.* at 6-7, para.

⁵ The names of these cell sites are set forth in an appendix to the Settlement Agreement.

6(b.) GTEM further agrees to cause Bloch's review to be completed within one year of the effective date of the Agreement.⁴

The \$800,000 payment that GTEM has agreed to make is to be paid in three equal installments over two years, with the first installment due 10 days after the effective date of the agreement. The effective date, which is also the key to triggering Bloch's review, is defined as the date on which "the Commission's order approving this Agreement becomes final and non-appealable." (*Id.* at 5-6, para. 5.)

The Settlement Agreement also contains the usual terms governing dismissals and releases. Paragraph 4 states that its effectiveness is contingent upon (1) Commission approval of the agreement "on terms no less favorable to GTEM than those set forth herein," (2) a dismissal with prejudice of the GTEM Affiliates from this proceeding, (3) subject to the audit obligations described above, Commission approval of all affected sites "as in full compliance with all statutes, rules and regulations administered by the Commission, including without limitation G.O. 159," and (4) a release of GTEM Affiliates and their respective agents from "any and all Commission imposed liability arising out of or in any way connected with" the cell siting activities of GTEM Affiliates prior to the date on which the parties file a joint motion seeking Commission approval of the Settlement Agreement. (*Id.* at 5, para. 4.)

Pursuant to Rule 51.1(b) of our Rules of Practice and Procedure, a notice announcing a settlement conference was served on all parties on October 24, 1996. The conference was held at the Commission on November 1, 1996. According to the December 6, 1996 Joint Motion seeking approval of the Agreement, two interested parties appeared at the settlement conference. The Settlement Agreement is uncontested.

⁴ The Agreement does provide for an extension of the one-year period with respect to any site as to which GTEM (1) has applied for, and is diligently pursuing, a necessary authorization, or (2) has appealed a negative determination by an agency having jurisdiction over the authorization. In either case, GTEM agrees to inform the Director of CSD that the review process may take longer than a year. (Agreement, p. 7, para. 6(c).)

Discussion

Based upon the terms described above, we are satisfied that the Settlement Agreement is in the public interest and is consistent with law. The audit terms to which GTEM has agreed are rigorous and significant, and contain a meaningful mechanism for ensuring that the sites covered by the Settlement Agreement are in compliance with G.O. 159. As the Agreement recites, Bernard Bloch is "an independent consultant mutually satisfactory to the Parties." (Id. at 6, para. 6.)

We are also satisfied that the \$800,000 GTEM has agreed to pay is a reasonable amount. If one treats the Agreement as applicable to the 55 sites covered by the October 11, 1995 S&E report, it works out to about \$14,540 per site. As noted above, the thrust of S&E's report was that GTEM commenced construction without filing advice letters or obtaining a Commission resolution as to these sites (i.e, constructed prematurely), not that GTEM commenced construction before it had all the necessary permits from local authorities. In D.93-09-075, we approved a payment by McCaw of \$10,000 for each of three sites where premature construction had admittedly occurred. (Mimeo. at 8-9.) In D.94-11-019, we approved a payment by LACTC of about \$22,500 for each of 136 instances where premature construction was alleged to have occurred. (57 CPUC2d 250, at 255.) The \$14,540 that GTEM has agreed to pay falls between these two figures, and is reasonable in view of the Agreement's acknowledgment that GTEM has "fully and completely cooperated" in providing information concerning all of its cell sites that fall within the time period of the investigation. (Agreement, p. 2, para. F.)

Because we are satisfied that it is reasonable under the circumstances, we will approve the Settlement Agreement without modification.

One final issue deserves mention. Paragraph 3 of the Settlement Agreement provides that neither party to the agreement will issue a press release or other statement concerning the settlement "without the prior written consent and approval of the other Party." Since the opening paragraph of the Settlement Agreement defines the "parties" as GTEM and CSD, we do not read this language as precluding the issuance of a press release by the Commission itself. Thus, this situation is different from the one in D.93-09-075, our decision approving the McCaw settlement, where CACDA and

McCaw had agreed that neither party *nor the Commission* could issue a press release without the prior written approval of the other party. We rejected this provision with the following language, which still reflects our views:

"While CACDA and McCaw are free to agree to such a limitation [on press releases] as between themselves, they obviously cannot obligate the Commission to abide by it, and we decline to be so bound." (Mimeo. at 14.)

Findings of Fact

1. GTEM Affiliates and all other facilities-based carriers were named as respondents in the OII that initiated this investigation, which OII was issued on January 10, 1992.
2. Pursuant to the OII, GTEM Affiliates made filings during the Spring and Summer of 1992 concerning their respective cellular sites and modifications thereto.
3. In the November 25, 1992 ISR, CACDA charged the GTEM Affiliates with many instances of "possible violations" of G.O. 159.
4. GTEM does not dispute that, as to each of the 55 sites covered by S&E's October 11, 1995 report, the information it has provided during this investigation shows that it commenced construction prior to filing an advice letter.
5. CSD neither agrees nor disagrees with GTEM's assertion that, before commencing construction on the 55 sites, GTEM had obtained all necessary permits and other authorizations, and that no local authority or member of the public has ever complained with respect to any of these sites.
6. The parties wish to settle and compromise their differences in accordance with the terms set forth in their October 16, 1996 Agreement.

Conclusions of Law

1. The sum of \$800,000 that GTEM has agreed to pay pursuant to paragraph 5 of the Agreement is reasonable and should be approved.
2. The audit and obligations that GTEM has agreed to undertake pursuant to paragraph 6 of the Agreement are reasonable and should be approved.

3. The Agreement is reasonable, not contrary to law and in the public interest, and so should be approved pursuant to Rule 51.1(e).

4. GTEM Affiliates should be dismissed with prejudice as respondents in this OII.

5. Subject to the performance of the obligations to pay \$800,000 and to carry out the audit and cure obligations specified in paragraph 6 of the Agreement, GTEM Affiliates and their respective agents should be released from any and all Commission-imposed liability arising out of or in any way connected with the cell siting activities conducted by GTEM Affiliates prior to December 6, 1996.

INTERIM ORDER

IT IS ORDERED that:

1. The October 16, 1996 Settlement Agreement (Agreement) between GTE Mobilnet Incorporated (GTEM) and the Consumer Services Division is hereby approved. A copy of the Agreement is attached to this Order as Appendix A.

2. GTEM shall pay \$800,000 into the General Fund of the State of California in accordance with the terms of Paragraph 5 of the Agreement.

3. GTE Mobilnet of California Limited Partnership and GTE Santa Barbara Limited Partnership (collectively, GTEM Affiliates) are dismissed with prejudice as respondents to this proceeding.

4. Subject to GTEM's obligations to pay \$800,000 and to carry out the audit and cure obligations specified in Paragraph 6 of the Agreement, GTEM Affiliates and their respective agents are hereby released from any and all Commission-imposed liability

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arising out of or in any way connected with the cell siting activities conducted by GTEM
Affiliates prior to December 6, 1996.

This order is effective today.

Dated December 16, 1997, at San Francisco, California.

P. GREGORY CONLON

President

JESSIE J. KNIGHT, JR.

HENRY M. DUQUE

JOSIAH L. NEEPER

RICHARD A. BILAS

Commissioners

SETTLEMENT AGREEMENT

This Settlement Agreement ("Agreement") is entered into this 16th day of October 1996, by and between GTE Mobilnet Incorporated ("GTEM") and the Consumer Services Division ("CSD"). GTEM and CSD are sometimes collectively referred to as "Parties" or referred to individually as a "Party".

RECITALS

A. The California Public Utilities Commission ("Commission") instituted Investigation No. 92-01-002 on its own motion into all facilities-based cellular carriers and their practices, operations and conduct in connection with their siting of towers and compliance with the Commission's General Order 159 (the "Investigation").

B. Two GTEM affiliates are respondents to this proceeding, namely, GTE Mobilnet of California Limited Partnership ("GTEM-CA") and GTE Santa Barbara Limited Partnership (together the "GTEM Affiliates").

C. Prior to the Safety and Enforcement Division ("S&E") assuming responsibility for the Investigation, the advocacy staff of the Commission Advisory and Compliance Division had been assigned responsibility for the Investigation and had prepared an Interim Status Report that alleges that various cellular carriers, including GTEM Affiliates had violated General Order No. 159 ("G.O. 159").

D. S&E has filed its initial direct showing in the Investigation alleging (i) that GTE Affiliates commenced

construction of 55 cell sites after March 28, 1990 (the effective date of G.O. 159) without first filing an advice letter and obtaining a resolution authorizing construction; (ii) that 19 cell sites as to which advice letters were filed never received a resolution authorizing construction; and (iii) that an employee of GTEM Affiliates misled the Commission to believe that construction had not yet commenced when he filed advice letters on 28 cell sites. GTEM disputes that the foregoing advice letters were misleading as S&E alleges.

E. CSD has succeeded to the responsibilities of S&E in this proceeding.

F. CSD acknowledges that, subsequent to June 1995, GTEM and GTEM Affiliates have fully and completely cooperated with S&E and CSD in providing complete and timely information concerning all cell sites that fall within the period covered by the Investigation. GTEM has provided information that indicates that GTEM Affiliates commenced construction of the 55 cell sites mentioned above prior to filing an advice letter.

G. GTEM contends that prior to commencement of construction of each of these cell sites GTEM Affiliates had obtained all required conditional use permits and building permits from local agencies, all required environmental review was completed, and all required notice was given, and that no staff or local authority or member of the public has ever raised a complaint concerning said sites. CSD does not agree or disagree with GTEM's contention.

H. GTEM and CSD have set forth on Exhibit A to this Agreement all of the cell sites that are the subject of this Agreement (which, solely for the purpose of this Agreement, includes mobile telephone switching offices), namely, all cell sites currently in service which were placed in service after March 28, 1990, and prior to June 1995.

I. In Decision No. 94-11-018 (dated November 9, 1994), as amended by Decision No. 94-12-007 (dated December 7, 1994), the Commission assessed a penalty of \$343,000 for a single site ("Santa Rosa East") for GTEM-CA's construction of Santa Rosa East prior to filing an advice letter. On December 19, 1994, GTEM-CA filed an application for rehearing which is pending. This Agreement does not pertain to Santa Rosa East.

J. The Parties desire to resolve on a consensual basis the balance of the Investigation as it pertains to the GTEM Affiliates. The Parties have agreed to compromise, settle and adjust all claims which have been or could have been asserted in the Investigation on the terms and conditions set forth below in this Agreement.

NOW, THEREFORE, for and in consideration of the mutual terms, covenants and conditions herein contained, the Parties agree as follows:

1. Within thirty (30) business days after execution of this Agreement, the Parties will notice a settlement conference, and, at its conclusion, subject to the outcome of the settlement conference, will file a joint motion seeking approval

of this Agreement by the Commission, under Article 13.5 of the Commission's Rules of Practice and Procedure. The Parties agree to use their best efforts and to cooperate to support this Agreement at the settlement conference and to obtain the approval of this Agreement by the Commission. The Parties acknowledge, however, that this Agreement is subject to whatever modification might result from discussions or negotiations at the settlement conference.

2. After the motion mentioned in paragraph 1 above has been filed with the Commission, the parties will refrain from any ex parte communication as defined in Rule 1.1 of the Commission's Rules of Practice and Procedure. CSD shall be deemed to be a successor in interest to S&E under the Agreement Between The Safety And Enforcement Division And GTE Mobilnet, GTE Mobilnet of California Limited Partnership and GTE Mobilnet of Santa Barbara Limited Partnership Regarding Non-Disclosure of Settlement Negotiations, dated as of November ~~15~~ 1995. Said agreement shall not limit the ability of the Parties in their discussions with respect to the settlement conference or the joint motion referred to in section 1 of this Agreement.

3. No press releases or other statements regarding this Agreement or matters relating to this Agreement shall be issued by either Party without the prior written consent and approval of the other Party; provided, however, that this section 3 will not preclude CSD consulting with or advising the

Commission or the Executive Director subsequent to the Commission's decision on the joint motion mentioned in section 1.

4. The effectiveness of this Agreement is contingent on the Commission's issuance of a final decision (a) approving this Agreement on terms no less favorable to GTEM than those set forth herein; (b) dismissing the GTEM Affiliates, with prejudice, as respondents to the Investigation; (c) subject to GTEM's compliance with section 6 below, approving all of the sites of GTEM Affiliates listed on Exhibit A as in full compliance with all statutes, rules and regulations administered by the Commission, including without limitation GO 159 (which approval will be deemed complete as to any cell site for which a Commission resolution theretofore had not been issued); and (d) releasing the GTEM Affiliates and their agents from any and all Commission imposed liability arising out of or in any way connected with the cell siting activities conducted by the GTEM Affiliates prior to the date the Parties file the joint motion referred to in Section 1 above. If no decision approving this Agreement is issued, this Agreement shall become null and void, and the obligations hereunder shall terminate.

5. After the Commission's order approving this Agreement becomes final and non-appealable (the "Effective Date"), GTEM will pay eight hundred thousand dollars (\$800,000.00) (the "Settlement Amount") to the Commission. The Settlement Amount will be payable in three approximately equal installments. GTEM will pay the first installment of two hundred

sixty-seven thousand dollars (\$267,000) within 10 days after the Effective Date, the second installment of two hundred sixty-seven thousand dollars (\$267,000) within one (1) year after the Effective Date, and the third and final installment of two hundred sixty-six thousand dollars (\$266,000) within two (2) years after the Effective Date.

6. GTEM agrees to engage Bernard J. Bloch, AIA, CSI, Consulting Architect, 140 Golden Gate Circle, Napa, CA 94558 ("Consultant"), an independent consultant mutually satisfactory to the Parties, to review and report on each of the cell sites listed on Exhibit A as follows:

(a) Consultant will review the construction records of GTEM Affiliates in order to determine and certify to CSD that, with respect to the cell site, GTEM Affiliates possess a copy of an appropriate conditional use permit (or similar authorization) and all grading, excavation, electrical, plumbing, mechanical, fire suppression, and other building permits to the extent that they were required by the federal, state, or local permitting agencies as of the date the cell site was constructed or modified (collectively, "Authorizations").

(b) GTEM agrees that, in connection with the foregoing review by Consultant, if the construction records of GTEM Affiliates do not contain any Authorization that is determined by Consultant to be required, GTEM will obtain a copy of, and/or apply for and obtain said Authorization or otherwise cure the deficiency, including, when necessary, demolition, modification,

retrofitting, rebuilding, remodeling or other conforming alteration.

(c) GTEM agrees to commence the foregoing Consultant review promptly after the Effective Date and to diligently pursue the review to completion. GTEM agrees to cause the review to be completed within one year after the Effective Date; provided, however, that the one-year completion requirement will be extended for any cell site that lacks an Authorization determined by Consultant to be required as of one year after the Effective Date, (i) if GTEM Affiliates have applied for said Authorization and are diligently pursuing its issuance, or (ii) if GTEM Affiliates have filed appropriate administrative and/or judicial appeals with respect to an agency's negative determination and are diligently pursuing them to final resolution, such extension to be sufficient to allow GTEM Affiliates to obtain such issuance or final resolution; and provided, further, that at the conclusion of such proceedings GTEM will take whatever action is otherwise required by this Agreement. GTEM agrees to provide written notice to the Director of CSD that a particular site may take longer than one year to complete review, such notice to be given within 30 days after GTEM determines that such delay will occur.

7. The positions taken herein, and the actions taken in furtherance of this Agreement, are in settlement of disputed claims and are not intended to constitute admissions for any purposes other than as expressly provided in this Agreement. The

Parties agree that the actions required to be taken by them pursuant to this Agreement are without prejudice to positions each Party has taken, or may hereafter take, in any proceeding, including the Investigation.

8. Each Party to this Agreement represents that the person executing this Agreement on its behalf has been duly authorized by that Party to execute this Agreement on its behalf.

9. Each Party acknowledges that it has had the benefit and advice of independent legal counsel in connection with this Agreement and understands the meaning of each term of this Agreement and the consequences of signing this Agreement.

10. This Agreement contains the entire agreement between the Parties to this Agreement, and all previous understandings, agreements, and communications prior to the date hereof, whether express or implied, oral or written, relating to the subject matter of this Agreement are fully and completely extinguished and superseded by this Agreement. This Agreement shall not be altered, amended, modified, or otherwise changed except by a writing duly signed by all the Parties hereto.

11. This Agreement shall be governed by the laws of the State of California.

12. This Agreement may be executed in counterparts,
each of which shall constitute an original.

GTE MOBILNET INCORPORATED

BY 

APPROVED AS TO FORM:

ORRICK, HERRINGTON & SUTCLIFFE

BY 
Robert J. Gloistein

COMMISSION CONSUMER SERVICES DIVISION

BY  10/16/96

APPROVED AS TO FORM:

CALIFORNIA PUBLIC UTILITIES COMMISSION LEGAL DIVISION

BY  10-16-96
Eleanor M.W. Youngsmith

EXHIBIT A
GTE Mobilnet of California L.P.

Site Name (Tariff Name)	Initial In-Service
Mill Valley	3/29/90
SFO Airport	3/30/90
Albany	4/12/90
Cupertino	5/12/90
Kentfield	5/30/90
Bolinas	6/5/90
Crow Canyon East	6/11/90
Healdsburg	6/18/90
Santa Venetia	6/18/90
BC-2 (BBE)	6/26/90
Mountain View	7/3/90
San Jose Downtown	8/3/90
South Sunnyvale	8/8/90
American Airlines (San Francisco Airport)	8/17/90
Oakland South	8/21/90
Highway 13 (Oakland)	10/16/90
Martinez	10/18/90
Hwy 237/101 (Sunnyvale)	12/14/90
Hwy 280/Maryknoll	12/14/90
Landess (King Stucco)	12/14/90
San Tomas (Gerard Tire Company)	12/14/90
Gilroy	1/4/91
Mathilda	1/8/91
Wind Farm	2/1/91
Newhall	2/9/91
580/Eden Canyon (Castro Valley)	2/15/91
Hwy 101/Tully (San Jose)	2/19/91
Hwy 101/Embarcadero (Palo Alto)	2/28/91
El Sobrante	3/8/91
San Bruno City (South San Francisco)	3/12/91
Rio Vista	3/21/91
Santa Rosa East	3/22/91
Capitol/Monterey (San Jose)	5/3/91
Portola Valley	5/17/91
Costa Brava	6/7/91
Davis (UC Davis)	7/29/91
Mt Vaca M/W Repeater	7/29/91
Hillsborough	8/28/91
Almaden Valley (San Jose)	8/31/91

EXHIBIT A
GTE Mobilnet of California L.P.

Site Name (Tariff Name)	Initial In-Service
Blue Hills (San Jose)	8/31/91
Capitol/Almaden (San Jose)	8/31/91
Curtner/Almaden	8/31/91
El Camino/Hwy 85 (Mountain View)	8/31/91
Hwy 680/101 (San Jose)	8/31/91
Hwy 680/Hostetter (San Jose)	8/31/91
Hwy 880/Montague (San Jose)	8/31/91
Moraga	9/12/91
Red Barn	10/22/91
Hwy 92/880	10/24/91
SF Pier 39	11/22/91
Downtown Fremont	11/23/91
SF Howard/5th	12/7/91
SF Sunset	12/7/91
Hwy 101/85	2/1/92
Hwy 101/Mabury	2/1/92
Hwy 101/San Antonio (Mountain View)	2/1/92
Westgate	2/1/92
Paradise Drive	4/24/92
Hwy 580/13	5/19/92
Pleasanton	5/21/92
Hwy 198/25 (Hwy 195/25)	5/28/92
Table Mountain	5/28/92
Williams Hill	5/28/92
Big Sur	6/1/92
Almaden/Blossom Hill	6/12/92
Pulgas Ridge	6/22/92
SF Excelsior	6/26/92
Neil's Island	7/17/92
Sonoma	7/17/92
Glenwood	9/21/92
Cloverdale	9/22/92
Carmel Valley	9/25/92
Menlo Park	10/30/92
SF Antioch	11/7/92
Wakko Tunnel	11/9/92
Glen Ellen	11/13/92
Mohrhardt Ridge Repeater	11/14/92
Walnut Creek	11/17/92
Laguna Seca	1/6/93
Rutherford	3/4/93

EXHIBIT A
GTE Mobilnet of California L.P.

Site Name (Tariff Name)	Initial In-Service
The Rocks	4/16/93
Hwy 280/El Monte	4/19/93
Downtown Berkeley	6/8/93
SF Van Ness	6/10/93
Concord East	9/7/93
Jackson	10/2/93
Alameda Island	10/3/93
East 14th/98th	10/3/93
Caldecott East	10/6/93
Harbor View	10/29/93
Hwy 880/Stevenson	11/4/93
Castroville	11/5/93
Hospital Curve	11/12/93
Hwy 280/Westborough	12/6/93
San Carlos	12/8/93
Mowry	12/9/93
Ventucopa	12/10/93
Hwy 680/Mission	1/12/94
Scotts Valley	1/28/94
El Camino/Lawrence	2/18/94
Hwy 92/101	2/18/94
Oak Knoll (Oakland Naval Hospital)	2/18/94
Hwy 12/29	2/25/94
Oakley	3/1/94
Alviso	3/4/94
Hamilton AFB	3/4/94
Mt Hamilton	3/4/94
Pinole Valley	3/24/94
Golden Gate Fields	4/1/94
Pacific Heights	4/8/94
Saratoga	4/8/94
Meridian/Minnesota	4/20/94
Hwy 92 West	5/4/94
Fairfield North	5/5/94
Hwy 13/24	5/19/94
Rodeo	6/2/94
Hwy 80/Vacaville	6/3/94
Ravenswood	6/25/94
Silver Creek	6/30/94
Hwy 280/Millbrae	7/29/94

EXHIBIT A
GTE Mobilnet of California L.P.

Site Name	(Tariff Name)	Initial In-Service
Dixon Landing		8/17/94
Hwy 101/Guadalupe		8/26/94
SF Hwy 1/35		8/29/94
Lockheed		9/2/94
Niles Canyon		9/20/94
Lake Merritt		10/4/94
Tiburon		10/20/94
Bayfair		11/11/94
Hwy 880/Tennyson		11/16/94
San Felipe Lake		11/23/94
SF Hwy 80/Embarcadero		12/14/94
Los Altos/Foothill		12/15/94
Aptos		12/19/94
Hwy 280/Serramonte		12/20/94
Downtown Mountain View		12/23/94
Geneva/Bayshore		12/23/94
El Camino/Howard		12/27/94
Winters		12/28/94
Pittsburg		12/29/94
Grand Lake		12/30/94
Silverado C.C. (Silverado Country Club)		12/30/94
Foster City		1/16/95
Downtown Mill Valley		1/17/95
Pulgas/Massachusetts		2/17/95
Downtown Oakland		3/2/95
Hwy 80/580 Maze		3/3/95
Hwy 680/Cordelia		3/31/95
Smiley Tower		4/13/95
San Ramon Village		5/12/95
El Cerrito		5/16/95
Willow Pass		5/25/95

APPENDIX A
GTE Mobilnet of Santa Barbara L.P.

Site Name	(Tariff Name)	Initial In-Service
Capitan		5/30/90
San Luis Obispo City		7/27/90
Nojoqui		5/21/91
Atascadero		5/31/91
Morro Bay		6/1/91
Cuesta Grade		6/14/91
Plowshare Peak		11/22/91
Zaca Creek		12/11/91
New Cuyama		4/21/92
Whitley Gardens		7/9/92
Cambria		1/11/93
Shelbiso		4/27/93
Downtown Santa Maria		9/27/93
Solvang		2/18/94
Gaviota Pass B		3/25/94
Woodchopper Hill		8/11/94
El Jaro		8/15/94
Carrizo Plains		10/3/94
Lake Nacimiento		10/3/94
Five Cities		12/6/94
Downtown Santa Barbara		12/30/94

(END OF APPENDIX A)