

From: [Elizabeth Fishel](#)
To: [Bob Koppel](#); [Blaise Scinto](#); [Paul Malmud](#); [Peter Daronco](#); [Stephen Buenzow \(CTR\)](#); [Susan Mickley](#); [Sommer Gilbert](#)
Cc: [Charles Mathias](#); [Sean Spivey](#); [Kari Hicks](#); [Connie Diaz](#); [Cecilia Sulhoff](#); [Dana Shaffer](#); [Donald Stockdale](#)
Subject: FW: Bluegrass Cellular: Request for Emergency STA to Use Additional Spectrum (Corrected)
Date: Friday, March 27, 2020 11:09:45 AM
Attachments: [Bluegrass -- Letter to FCC Requesting STA to Use AWS-1 Spectrum w attach -- FINAL \(Corrected\)-- 03.24.20.pdf](#)

Bluegrass Cellular, Inc.'s (Bluegrass) request for an emergency Special Temporary Authorization (STA) to operate on the spectrum; and within those geographic areas identified in its STA request is granted via this email for a period of 60 days. Bluegrass has permission to use spectrum associated with Cellco Partnership's (Verizon) AWS-1 (F-Block) radio service station WQGA718 in the geographic areas identified in its STA request. Bluegrass will be using this spectrum to provide relief during the state-of-emergency caused by the spread of the coronavirus throughout the United States.

This STA is authorized on a secondary non-interference basis. Bluegrass must cease its operations if Verizon withdraws its approval for Bluegrass's use of this spectrum. Bluegrass must vacate its use of this spectrum if it causes harmful interference to any primary users.

Any structure utilized to operate pursuant to this STA must comply with the height limitations specified in Section 17.7 of the Commission's rules or must be registered with the FAA. Bluegrass must manually file an STA application for Special Temporary Authorization (STA) to continue its operations within 10 days of today's date (March 27, 2020). In addition, please email a courtesy copy of the STA application to the individual FCC staff listed on this email. The mailing addresses for courier/messenger delivery and for delivery by the U.S. Postal Service are listed at below.

STA applications delivered by courier, messenger, or overnight service, must be sent to:
Federal Communications Commission
9050 Junction Drive
Annapolis Junction, MD 20701

STA applications delivered by the U.S Postal Service must be sent to:
Federal Communications Commission
1270 Fairfield Road
Gettysburg, PA 17325

From: Bob Koppel <bkoppel@fcc.gov>
Sent: Tuesday, March 24, 2020 2:10 PM
To: Elizabeth Fishel <Elizabeth.Fishel@fcc.gov>
Cc: Blaise Scinto <Blaise.Scinto@fcc.gov>; Joel Taubenblatt <Joel.Taubenblatt@fcc.gov>; Donald Stockdale <Donald.Stockdale@fcc.gov>; Charles Mathias <Charles.Mathias@fcc.gov>; Dana Shaffer <dana.shaffer@fcc.gov>; Sean Spivey <Sean.Spivey@fcc.gov>; Kari Hicks <Kari.Hicks@fcc.gov>; Susan Mickley <Susan.Mickley@fcc.gov>; Stephen Buenzow (CTR) <Stephen.Buenzow.CTR@fcc.gov>; Peter Daronco <Peter.Daronco@fcc.gov>
Subject: Bluegrass Cellular: Request for Emergency STA to Use Additional Spectrum (Corrected)

Beth,

Attached is a *corrected* request from Bluegrass Wireless for an emergency STA

for sixty (60) days to operate on AWS-1 Block F (1745 – 1755 MHz / 2145 – 2155 MHz) in portions of CMAs 445, 446 and 447 in Kentucky, to assist with the substantial increase in demand on its existing network capacity due to the Coronavirus. Bluegrass will use this spectrum in accordance with its Letter Agreement with Verizon (the licensee of the spectrum).

The initial letter inadvertently failed to include a reference to CMA 445. There are no other changes.

I would appreciate it if you would confirm receipt of this request.

Many thanks.

Bob Koppel

Robert S. Koppel

[LUKAS, LAFURIA, GUTIERREZ & SACHS, LLP](#) | 8300 Greensboro Drive, Suite 1200 | Tysons, VA 22102
703-584-8669 (W) | 301-318-5213 (M) | bkoppel@fcclaw.com



March 24, 2020

BY E-MAIL

Elizabeth Fishel
Wireless Telecommunications Bureau
Federal Communications Commission
Washington, DC 20554

Re: Application for Emergency STA to Operate in the AWS-1 Band (Corrected)

Dear Ms. Fishel:

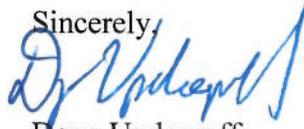
Bluegrass Wireless (“Bluegrass”) seeks an emergency STA for sixty (60) days to operate on AWS-1 Block F (1745 – 1755 MHz / 2145 – 2155 MHz) in portions of CMAs 445, 446 and 447 in Kentucky, to assist with the substantial increase in demand on its existing network capacity due to the Coronavirus. Bluegrass will use this spectrum in accordance with its Letter Agreement with Verizon (the licensee of the spectrum), which is attached as Exhibit 1.

Bluegrass currently operates on the AWS-1 Block B (1720-1730 / 2120-2130) in these geographic areas, pursuant to a spectrum manager lease with Verizon.

Bluegrass is seeing a significant increase in demand for its wireless broadband service. The Coronavirus lockdown has resulted in a shift of demand from workplaces with fiber access to homes without fiber access. In order for Bluegrass to continue to meet the increased demand and maintain a high level of service for its rural customers who are relying on their mobile phones at this time, Bluegrass urgently needs access to additional spectrum. Bluegrass submits that expeditious grant of this STA will assist rural citizens in maintaining high-quality access to broadband during this difficult time.

If you have any questions, please contact our regulatory counsel:

Robert S. Koppel
Lukas, LaFuria, Gutierrez & Sachs, LLP
8300 Greensboro Drive, Suite 1200
Tysons, VA 22102
bkoppel@fcclaw.com
703-584-8669

Sincerely,

Doug Updegraff
Vice President - CTO
Bluegrass Cellular
2902 Ring Rd.
Elizabethtown, KY 42701
Email: dougu@bluegrasscellular.com
Office: 270.769.0339

Attachment (Letter Agreement)

Cc (w/attach):
Blaise Scinto
Joel Taubenblatt
Donald Stockdale
Charles Mathias
Dana Shaffer
Sean Spivey
Kari Hicks
Susan Mickley
Stephen Buenzow
Peter Daronco

EXHIBIT 1
LETTER AGREEMENT

LETTER AGREEMENT

This Letter Agreement (the "Agreement") is entered into as of this 20th day of March 2020 (the "Effective Date"), by and between Cellco Partnership, a Delaware general partnership doing business as Verizon Wireless ("Grantor"), and Bluegrass Cellular Inc., a Kentucky corporation ("Grantee" and together with Grantor, collectively, the "Parties," and individually, a "Party").

WITNESSETH

WHEREAS, this Agreement is entered into at the request of the Federal Communications Commission ("FCC") in light of the exigent circumstances associated with the COVID-19 pandemic to enable Grantee to provide certain services as part of its COVID-19 emergency response measures;

WHEREAS, the FCC has issued to Grantor licenses to operate on certain electromagnetic frequencies in the 1745-1755 and 2145-2155 MHz bands (the "Paired AWS-F Band") in the geographic market areas (the "Markets") specified in Schedule I attached hereto (the "FCC Licenses"); and

WHEREAS, the Parties enter into this Agreement in order (i) for Grantor to grant to Grantee the temporary and limited right to use the FCC Licenses for a period of 60 days starting on the date of this Agreement, and (ii) to memorialize the responsibilities of Grantee with respect to such temporary use.

NOW THEREFORE, the Parties hereby agree as follows:

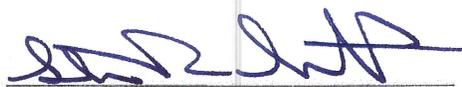
1. Subject to the other provisions of this Agreement, Grantor provides Grantee the temporary and limited authority to operate on the FCC Licenses for no fee for a period of 60 days following the date of this Agreement (the "Authority").
2. Grantee shall use the FCC Licenses only as necessary and exclusively as part of the Grantee's COVID-19 emergency response measures and shall make no other use of the Authority.
3. For each of the Markets, Grantee shall notify Grantor when it has commenced use of the Paired AWS-F Band associated with the FCC Licenses.
4. Grantee shall provide Grantor, upon request, with information regarding Grantee's COVID-19 emergency response measures as such measures pertain to the use of the FCC Licenses.
5. Grantee shall not make any further use of the FCC Licenses after the expiration of the 60-day period, except upon the written consent of Grantor.
6. Nothing in this Agreement shall confer upon Grantee any type of control over the FCC Licenses or of the frequencies whose use is authorized by the FCC Licenses.

7. Nothing in this Agreement shall be construed as a waiver of or as having any effect on the eligibility of Grantor for FCC auction bidding credits or as a Designated Entity.
8. Grantee shall be responsible for using the FCC Licenses consistent with the Communications Act of 1934, as amended, and the rules, regulations, orders, decisions, and written policies of the FCC.
9. Grantee shall submit all necessary FCC applications for its use of the FCC Licenses and shall obtain Grantor's approval before submission of each such FCC application.
10. Upon the Grantor receiving a written notice from a critical infrastructure provider licensed by the FCC that the provider has a need for a particular FCC License of the Grantor, as part of the provider's COVID-19 emergency response measures, and to the extent that the Grantee has not or is not utilizing the requested FCC License pursuant to this Agreement, Grantee shall work in good-faith with the Grantor to facilitate the availability of any such FCC License for the use of the requesting critical infrastructure licensee.

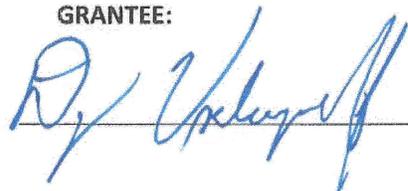
1. Grantee agrees to indemnify and hold harmless Grantor for any and all claims, demands, costs, liabilities, losses, expenses and damages (including attorneys' fees, costs, and expert witnesses' fees) that arise out of (i) any use of the FCC Licenses by Grantee, or (ii) any failure by Grantee to perform any of Grantee's obligations under this Agreement.

IN WITNESS WHEREOF, each of the Parties hereto has duly executed this Agreement effective as of the Effective Date.

GRANTOR:


3/20/20

GRANTEE:

 3-20-2020

Schedule I

Call Sign	Market Name and Number	Market Area(s) Being Partitioned	Frequencies
WQGA718	REA004 Mississippi Valley	<p>CMA 445 – KY RSA 3 – Meade Entire CMA</p> <p>CMA 446 – KY RSA 4 All of the CMA except for the portions of Anderson and Mercer counties shown as Area 1 and Area 2 on the map below.</p> <p>CMA 447 – KY RSA 5 – Barren Entire CMA</p>	1745-1755 MHz 2145-2155 MHz AWS-1 F

