

**From:** "Hersey, Joe" <JHersey@comdt.uscg.mil>  
**To:** "dyoung@fcc.gov" <dyoung@fcc.gov>  
**Date:** Tuesday, April 02, 2002 12:50:23 PM  
**Subject:** SabbTT STA

<<MariTEL-AIS-MOU.PDF>>

Doug, attached is the MOA we have with MariTEL (the licensee) addressing 161.975.

162.025 MHz is a federal frequency allocated to the USCG, and recognized for AIS purposes by IRAC.

161.7875 (283B) is in the maritime service, not allocated in Part 80.

162.0125 (228B) is recognized for AIS in PR 92-257 and by IRAC

157.1875 (283A) is an interstitial to 83A and 24A, a CG channel and a MariTEL channel addressed in the MOA.

157.4125 (228A) is interstitial to 88A (commercial intership) and 28A (MariTEL, addressed in the MOA)

We've no objection to a 2 mo STA for AIS purposes on any of these frequencies, subject to telephone coordination with the CG prior to use of 157.1875 and 157.4125 only. No coordination is needed for use of the other frequencies.

Joe Hersey

**MEMORANDUM OF AGREEMENT  
BETWEEN  
UNITED STATES COAST GUARD  
AND  
THE MARITIME VHF PUBLIC COAST AREA LICENSEE**

- I. PARTIES.** The parties to the Agreement are the United States Coast Guard (USCG or Coast Guard) and Maritel, Inc. (Maritel), which is the parent corporation of nine (9) wholly owned subsidiaries, each of which holds one of the nine (9) geographic area licenses for the marine VHF Public Coast (VPC) service issued by the Federal Communications Commission (FCC).
- II. BACKGROUND.** The Third Report and Order and Memorandum Opinion and Order 98-151 adopted by the FCC (as implemented in Title 47, Code of Federal Regulations, Section 80.371(c)(3)), requires that Maritel and the USCG agree on frequency assignments that will be employed by the USCG for use and implementation in connection with the Ports and Waterways Safety System (PAWSS). PAWSS incorporates, among others, Automatic Identification Systems and Vessel Traffic Systems ("VTS"). For the purposes of this MOA, the parties agree that USCG PAWSS communications (hereinafter, "USCG Communications") will allow for the free flow of navigational and safety information, between ships and between ships and coast stations, on designated VHF frequencies in ports and navigable waters of the United States, and is not intended for any public correspondence, voice or data transmissions regarding commercial information.
- III. PURPOSE.** The purpose of the Memorandum of Agreement (MOA) is to specify the frequency assignments within the VPC band which Maritel will make available to the Coast Guard pursuant to Maritel's obligation under Section 80.371(c)(3) of the FCC's rules. The Coast Guard will employ the frequency assignments made available by Maritel to provide USCG Communications. This MOA also establishes a framework for cooperation and coordination in managing related issues of mutual concern within the VPC band.
- IV. AUTHORITY.** The USCG, under the authority of 33 U.S. Code § 1223, may establish and operate VTSS and require the installation and the use of certain navigation safety equipment. The USCG Communications provided for herein are being implemented as a VTS and navigation safety equipment technology, to enhance navigation, vessel safety, and marine environmental protection. The provisions of 47 C.F.R. § 80.371(c)(3) envision this agreement, which is entered into in furtherance of the authority in 33 U.S. Code § 1223.

## V. RESPONSIBILITIES.

### A. Maritel's Responsibilities

1. Maritel will set aside, to the USCG, the use of Channels 87 A/B (157.375 MHz/161.975 MHz) in VPC Regions 1-9 for USCG Communications only.
2. Upon thirty (30) days written notification from the USCG, Maritel will cease its use of Channels 87 A/B and make them available on an "AS IS" basis, with no warranties that their use is suitable for any particular purpose.
3. Maritel will take reasonable measures to avoid causing harmful interference to USCG operations on the frequency assignments covered by this MOA.
4. Maritel will assist the USCG in identifying other authorized users of Channel 87B (161.975 MHz) and assist the USCG in good faith negotiations with incumbent licensees for the USCG's primary use of Channel 87B where necessary. Maritel will not be obligated, however, to enter into any transaction that Maritel believes, in its sole discretion, is not in Maritel's best interest.

### B. USCG's Responsibilities

1. The USCG will comply with, or seek appropriate waiver of, applicable FCC service, operational, and technical regulations related to its use of Channels 87 A/B, and, understands that its use of Channels 87 A/B may be subject to use by other incumbent licensees of those Channels in VPC Regions 1-9.
2. The USCG intends to petition the FCC and otherwise seek approval from whatever governmental entities may be required for the assignment and designation of Channels 283 A/B (157.1875 MHz /161.7875 MHz), 228 A (157.4125 MHz), and 88A (157.425 MHz) to the Federal Government for USCG use in connection with USCG operations.
3. The USCG will seek recovery of channel 88B (162.025 MHz) from other Federal Government users.
4. The USCG will support necessary regulatory actions to permit operations of VPC channels 24 (157.200 MHz/161.800 MHz), 87 (157.375 MHz/161.975 MHz), and 28 (157.400 MHz/162.000 MHz), with 12.5 kHz bandwidth.

5. The USCG will coordinate with appropriate authorities regarding any frequencies being considered for Federal government use in U.S. international border areas, so that such use is consistent with this MOA.
6. The USCG will not knowingly permit the use of its communications facilities or radio frequencies for uses other than those permitted by law or this MOA.
7. The USCG will take reasonable measures to avoid causing harmful interference to Maritel's operations on the frequency assignments covered by this MOA including, but not limited to, the USCG's operation of the channels specified in Section V(A)(1) of this MOA on 12.5 kHz channels. The foregoing notwithstanding, the USCG will have no obligation to operate the channels specified in Section V(A)(1) in instances where mariners with which it is communicating are incapable of receiving transmissions on 12.5 kHz channels.
8. The Coast Guard will establish appropriate criteria governing access to/use of channels specified in Section V(A)(1) of this MOA by any shore station operated by any entity other than the Coast Guard pursuant to an agreement between said entity and the Coast Guard. Such other entities will agree to abide by the terms of this MOA to the extent applicable.

**VI. COORDINATION AND POINTS OF CONTACT. The parties will:**

- A. Implement the provisions of this MOA using their best efforts, in a spirit of cooperation, recognizing that communication and coordination are essential for the success of their individual pursuits.
- B. Meet and provide progress reports on a regular basis to inform the other party of its progress.
  1. During the first year of this MOA, the parties will meet no less than every other month.
  2. Thereafter, the parties will meet no less frequently than semi-annually.
- C. Take all actions deemed necessary or advisable in pursuit of each party's responsibilities listed above, and will support each other's efforts in this area.

D. The Points of Contact for this MOA are:

*For the Coast Guard:*

Chief, Spectrum Management Division  
Commandant (G-SCT-2)  
U.S. Coast Guard  
2100 2nd Street SW  
Washington DC 20593

Tel: (202) 267-2860  
Fax: (202) 267-4106  
Email: CGComms@comdt.uscg.mil

*For Maritel:*

Russell H. Fox  
Mintz, Levin, Cohn, Ferris, Glovsky  
and Popeo, P.C.  
701 Pennsylvania Ave. NW, Suite 900  
Washington DC 20004

Tel: (202) 434-7483  
Fax: (202) 434-7400  
Email: rfox@mintz.com

**VII. FURTHER COOPERATION.** Notwithstanding other provisions herein, at the request of either party, the parties agree to promptly (within 30 days) meet and discuss issues such as, but not limited to:

- A. Failed negotiations with incumbent licensees within the maritime VPC, for use of Channel 87B or any other channel negotiated herein.
- B. Proposed rules issued by the FCC pursuant to any petition initiated in behalf of this MOA, which may impact either party.
- C. The necessity for additional or different agreed upon frequencies to provide adequate AIS/PAWSS implementation if the provisions of this MOA cannot be successfully implemented. The foregoing does not obligate either party to take any specific action or to agree upon the use of any particular frequency for AIS purposes.
- D. Ensure that AIS and VPC operations are conducted so as not to cause disruption or adverse interference to either service.

**VIII. DURATION/MODIFICATION/TERMINATION OF THE AGREEMENT.**

The provisions of this agreement:

- A. Become effective upon signature of both parties and continue in effect for a period of ten (10) years and will renew automatically thereafter for additional ten (10) year terms.
- B. May be modified, if agreed upon in writing by both parties. May be terminated by either party after a thirty (30) day period from the time written notice was delivered to the other.

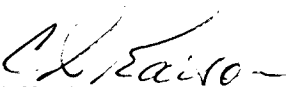
**IX. TERMINATION.** The MOA will terminate:

- A. Upon mutual agreement of the parties.
- B. Automatically if the FCC amends its regulations in a manner that makes it impossible to achieve the purposes of this MOA.
- C. Automatically if the FCC amends its regulations so that Maritel is no longer obligated to make available channels otherwise allocated for VPC operations to the USCG.
- D. Upon notice of breach of this MOA by one of the parties, after a thirty (30) day period, if the breach has not been cured and the party desiring to terminate the MOA is not itself in breach of the MOA.
- E. Unless this MOA is terminated pursuant to the provisions of IX(D) hereof, within six (6) months of termination, the USCG will cease transmissions, and will cause others operating pursuant to the authority provided in Section V(B)(8) of this MOA, to cease operating on the Channels specified in Section V(A)(1).

**X. SEVERABILITY.** The provisions of this MOA are severable and in the event that any one or more of the provisions are deemed illegal or unenforceable, the remaining provisions will remain in full force and effect unless this MOA is terminated pursuant to the provisions herein.

**XI. EXECUTION IN COUNTERPARTS.** This MOA may be executed in one or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same agreement.

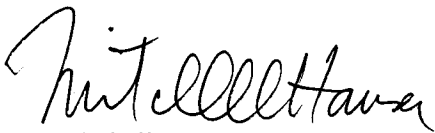
**XII. SIGNATORIES.**

  
Clifford Pearson  
Captain, U. S. Coast Guard  
Director of C4 Directorate  
By Direction

Commandant (G-SC)  
2100 2nd Street, S.W.  
Washington, D.C. 20593

*Dated:*

2 MAR 2001

  
Mitchell Hauser  
President and CEO  
Maritel, Inc.

Maritel, Inc.  
16 East 41st Street, 6<sup>th</sup> Floor  
New York, NY 10017

*Dated:*

March 7, 2001