

# MASSACHUSETTS PORT AUTHORITY

## CONTAINER TARIFF NO. 1 (001999-001)

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(CANCELS CONTAINER TARIFF NO. 5)

## NAMING RATES, RULES, AND REGULATIONS

FOR

CONTAINER TERMINAL SERVICES

APPLYING AT  
THE PAUL W. CONLEY MARINE TERMINAL

(CASTLE ISLAND)

LOCATED AT

SOUTH BOSTON, MA.

Revision **25**

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Issued:	Issued by: Captain F. Bradley Wellock, Manager, Maritime Regulatory Affairs Massachusetts Port Authority One Harborside Drive Suite 200 South East Boston, MA 02128	Effective: <b>1 October 2009</b>
<b>1 September 2009</b>		

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Captain F. Bradley Wellock, Manager, Maritime Regulatory Affairs

Massachusetts Port Authority

One Harborside Drive Suite 200 South

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**CORRECTION CHECKING SHEET**

Future changes in this Tariff will be made by substituting amended pages for pages herein. Each such amendment will be numbered consecutively at the bottom of the page. To insure that subscribers' Tariffs are up-to-date, it is recommended that the amendment numbers be checked off below as they are added to the Tariff.

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## SECTION I

### GENERAL RULES, REGULATIONS, DEFINITIONS

#### 001. DEFINITION: MASSACHUSETTS PORT AUTHORITY:

Where the term Authority, Terminal Operator, Massport, or MPA is used in this tariff, it shall be held to mean the Massachusetts Port Authority. Massport is not a common carrier nor public utility, and the office of the Authority's Director of the Port of Boston will render all initial interpretations of its tariff. Appeals to such interpretation should be directed to the Federal Maritime Commission.

#### 002. EXCULPATORY TARIFF PROVISIONS:

No provision contained in this tariff shall exculpate or otherwise relieve the Massachusetts Port Authority from liability for its own negligence or impose upon others the obligation to indemnify or hold harmless the Massachusetts Port Authority from liability for its own negligence.

#### 003. APPLICATION OF RATES:

- A) The rates, charges, rules and regulations named in this tariff for services and facilities, shall be applicable on and after the effective date of this tariff, or the effective date of supplements, or re-issues. The provisions of this tariff will apply at the Paul W. Conley Marine Terminal (Castle Island), including the berth no.11/12 portion thereof redesignated as a container facility.
- B) The rates named herein are based on current labor costs for straight time. When upon written application and with advance arrangements requested services are performed during overtime periods and on Saturdays, Sundays and holidays, such services shall be rated at the prevailing charges named in this tariff; plus the applicable overtime differential on labor, along with all relevant assessments and insurances, plus 20%.

#### 004. BULK CARGO:

Commodities that by nature of their unsegregated mass are normally carried loose and in large quantities; which in the loading and unloading thereof are ordinarily shoveled, scooped, pumped, forked or mechanically conveyed, and which are not in packages, containers, wrappers, or in units of such size to permit piece-by-piece handling.

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**SECTION I (Continued)**

**005. CARGO WITHOUT DOCK RECEIPT:**

Cargo which arrives at the terminal without or with a defective dock receipt shall not be accepted. It shall be the responsibility of the carrier, or the cargo interests to present a properly completed dock receipt to the Terminal Operator before any service is performed.

**006. CONTAINER:**

The term container, as used in this tariff, refers to the standard permanent type (I.S.O.) oceangoing container 20' or more in length for the movement of cargo as a unit.

**007. DAMAGE TO PROPERTY:**

Vessels, their owners, agents and all other users of the terminals named herein shall be held liable for any damage to said facilities resulting from their use of same. The Massachusetts Port Authority reserves the right to repair, contract for repair, or otherwise cause to be repaired, any and all damages to docks, wharves, transit sheds, utilities and hoisting/shuttling equipment caused by vessels, their owners and/or agents, stevedores or other parties and hold them responsible for payment. Vessels found to have damaged any of the aforementioned properties, utilities or equipment may be detained by Massport until sufficient security has been posted to cover the actual or estimated financial liability for such damages.

**008. DANGEROUS AND HAZARDOUS CARGOES:**

(A) Shipments of dangerous and hazardous cargoes moving via the Marine Terminals of the Massachusetts Port Authority must be documented, marked, labeled, and/or placarded according to the U.S. Department of Transportation (DOT) Regulations (49 CFR parts 100-199 especially Part 172). Port users who offer hazardous materials for transportation are required to provide the following information:

- (1) Complete shipper's name and address and where possible telephone number in case of emergencies
- (2) Carrier's name and address

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**SECTION I (Continued)**

- (3) Complete consignee's name and address, including the overseas port of destination on export shipments.
- (4) The proper DOT shipping name. This means the technical name of the product involved. It must be as listed in the Code of Federal Regulations Title 49, Part 172.101. Note: Use an application described in Part 172.200 through 172.203.
- (5) Hazardous class of material being shipped (as per Part 172.101).
- (6) Quantity of the material, kinds and number of containers and individual weights or total weight.
- (7) Labels Required.
- (8) Shipper's certification is required per part 172.204. The exact wording is as follows:

**"THIS IS TO CERTIFY THAT THE ABOVE NAMED MATERIALS ARE PROPERLY CLASSIFIED, DESCRIBED, PACKAGED, MARKED AND LABELED, AND ARE IN PROPER CONDITION FOR TRANSPORTATION ACCORDING TO THE APPLICABLE REGULATIONS OF THE DEPARTMENT OF TRANSPORTATION."** (This must be legibly signed.)

- (9) Properly documented special instructions, exceptions and exemption information, if required.
- (B) Neither class 1 (explosive) nor class 7 (radioactive) hazardous cargoes may remain on the terminal beyond what is necessary to transfer the cargo from the vessel or to the vessel.
- (C) Shippers of dangerous articles are required to comply with all of the above and must present necessary permits from proper authorities, as well as obtain permission from the Terminal Operator before such cargo shall be received on or transferred at the terminal.

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**SECTION I (Continued)**

**009. HOLIDAYS:**

The term "Holidays" shall mean the following - or any day celebrated in lieu thereof, or designated as a holiday in the current labor contract, negotiated by the Boston Shipping Association, Inc. and the International Longshoremen's Association, AFL-CIO.

<b>New Year's Day</b>	<b>January 1</b>
<b>Washington's Birthday</b>	<b>Third Monday in February</b>
<b>Evacuation Day</b>	<b>March 17</b>
<b>Patriots' Day</b>	<b>April 19</b>
<b>Memorial Day</b>	<b>Last Monday in May</b>
<b>Bunker Hill Day</b>	<b>June 17</b>
<b>Independence Day</b>	<b>July 4</b>
<b>Labor Day</b>	<b>First Monday in September</b>
<b>Columbus Day</b>	<b>October 12</b>
<b>Veteran's Day</b>	<b>November 11</b>
<b>Thanksgiving Day</b>	<b>Fourth Thursday in November</b>
<b>Thomas W. Gleason's Birthday</b>	<b>Fourth Friday in November</b>
<b>Christmas</b>	<b>December 25</b>

**010. INSPECTION OF CARGO:**

The Terminal Operator may enter upon and inspect any vessel in berth at its terminal to determine the kind and quantity of cargo thereon, and no person or persons shall hinder, molest or refuse entrance upon such vessel for the purpose specified.

**011. INSURANCE:**

The rates, charges, rules/regulations named in this tariff, and the services offered or provided by the Massachusetts Port Authority at the terminals governed by this tariff do not include insurance of any kind.

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**SECTION I (Continued)**

**012. MOVEMENT OF VESSELS:**

Whenever necessary for the proper operation of the facility, the Authority may order a vessel to move to such a place as directed at the vessel's expense. Any vessel which is not moved promptly upon notice to so move, may be shifted and any expenses involved, damage to vessel or to Massport property during such removal, shall be charged to the vessel, along with all costs for idle labor, crane(s) and equipment resulting from such delay. Vessels berthing at the terminal shall, at all time, have on board sufficient personnel to move said vessel in case of necessity for the protection of the ship and/or other property.

**013. OBJECTIONABLE CARGO:**

The Terminal Operator may, at its discretion, remove freight or other material, which in its judgement, is likely to damage other property, to another location, at the risk and expense of the owner.

**014. PARKING:**

Representatives of the vessel and all persons having business with it or with the terminal shall not be allowed to park vehicles on the premises without the express permission of the terminal. When such permission is granted, parking of privately owned vehicles will be permitted only within those areas so designated by Massport, and shall be entirely at the risk of the owner and/or the operator of the vehicle. The terminal reserves the right to remove all vehicles not properly parked at owner's risk and expense.

**015. PAYMENT OF CHARGES:**

**(A)** Charges of the Massachusetts Port Authority shall become due and payable upon presentation of invoice, except as hereinafter specified.

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**SECTION I (Continued)**

- (B) Any terminal user doing business under this tariff may apply for credit. Credit, which is extended at the discretion of the Terminal Operator, requires payment within twenty days of the invoice date. Failure to pay credit accounts within thirty days shall result in cancellation of credit privileges and the reestablishment of cash terms. If payment is not received within forty-five days, the name of the responsible party will be placed on a delinquent list and such party shall be denied further use of the facility until all outstanding charges have been paid. **Invoices not paid within thirty days are subject to a one and one-half percent (1 ½ %) service charge per month.** The right is reserved by the Terminal Operator to apply any payment received against the oldest outstanding invoices.
- (C) The vessel or agent who arranges the berthing of a ship agrees to guarantee and pay (unless the vessel or agent otherwise notifies Massport in writing prior to the arrival of the ship), all terminal charges which are assessed against the vessel in accordance with the terms and conditions specified in this tariff. The terminal may, at its discretion, require a deposit of sufficient funds in American Dollars to cover all charges, when the written guarantee for payment of such charges is not provided upon request, and/or where the steamship line, agent, person or persons involved are not on the approved credit list of the terminal - or if the parties representing such cargo or vessel have habitually been on the delinquent list. The Terminal Operator further reserves the right to withhold delivery of any cargo until all accrued terminal charges have been paid in full.

**016. PERSON(S):**

The term person(s) as used in this tariff shall mean vessels, agents, owners, masters, operators, truckers, etc. It includes but is not limited to natural persons, artificial persons, corporations, partnerships, organizations and associations; to sovereigns, governments, nations, states, municipalities, and agents and/or instrumentalities thereof.

**017. POINT OF REST:**

An area on the terminal premises where cargo ordinarily would be deposited when received, subject to non-interference with terminal operations. The actual point at which the cargo is placed.

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## SECTION I (Continued)

### 018. PRE-PALLETIZED, PRE-UNITIZED AND PRE-SKIDDED CARGO:

Pre-palletized cargo refers to identical or nearly identical individual pieces of freight stacked (in such a way as to form a single unit, and in case of pre-unitized cargo strapped-glue-shrunk-wrapped together) on a flat portable platform constructed of wood, metal or other material of sufficient strength to be suitable for the character of the cargo it is to accommodate. Pre-skidded cargo refers to one or more pieces of freight which, to facilitate handling, has been mounted on and fastened to runners (such as planks or beams) of wood or metal. To be acceptable under this classification, the cargo must be set on pallets or runners with openings wide enough to permit free access of fork lift blades, and so spaced as to provide a balanced load when lifted. The shipment must be positioned on the terminal facility, in a motor vehicle, or in a rail car, in such a way that it may be moved without shifting the unit prior to insertion of fork lift blades.

### 019. REFUSE MATERIALS:

Rubbish, refuse or other materials, must upon demand, be removed from the container marshaling yard, apron, or other areas within the confines of the facility by the person or persons placing it there; otherwise it will be removed at the expense of the party responsible. No rubbish or materials of any kind shall be dumped overboard from vessels or wharves.

### 020. RESPONSIBILITY FOR LOSS OR DAMAGE:

- (A) Notwithstanding other provisions of this tariff to the contrary the following terms shall have the following meanings for purposes of this sub-rule:
- (1) "Terminal Operator" shall mean and include the Massachusetts Port Authority, its agents, servants, and employees as well as its contractors, subcontractors and delegates performing services related to the loading, unloading, stripping, stuffing, storage, movement or transporting of freight, cargo and containers at, to or from the Terminal.
  - (2) "Package" shall mean and include any van or container in which cargo is consolidated or unitized by the carrier for transportation.

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**SECTION I (Continued)**

- (B)** The Terminal Operator shall not be liable for loss or damage to freight, cargo, containers, equipment or vehicles at the terminal, other than loss or damage caused by the negligence of the Terminal Operator. In no event shall the Terminal Operator be liable for loss or damage to freight, cargo, containers, equipment or vehicles at the terminal unless notice specifying the nature of the loss or damage is given in writing before or at the time of the delivery of the goods into the custody of the person entitled to delivery. In the event the loss or damage is not apparent, this notice must be given within ten (10) days of delivery. This notice in writing need not be given if the state of the goods has been the subject of joint survey or inspection at the time of their receipt.
- (C)** In no event shall the Terminal Operator be liable for any loss or damage to freight, cargo or containers in an amount exceeding Five Hundred Dollars (\$500.00) per package or in case of goods not shipped in packages, per customary freight unit, unless: (1) notice describing the nature of the goods and declaring a higher value is delivered to the terminal manager or his designee prior to commencement of any services by the Terminal Operator, and (2) a charge in the amount of one percent (1%) of the declared value of each package or customary freight unit is paid to the Massachusetts Port Authority in addition to any other charges due. The Terminal Operator shall not be responsible for any loss or damage where the value of goods has been fraudulently misstated.
- (D)** The Terminal Operator shall not be liable for any delay, loss or damage arising from strikes, work stoppages or other collective bargaining action.
- (E)** The Massachusetts Port Authority shall not be liable for loss or damage at the Terminal caused by use of the Authority's equipment by an independent contractor, other than loss or damage caused by the negligence of the Authority. The conditions set forth in this sub-rule are subject to the provisions of sub-rule 002.

**021. SHIPPER'S REQUESTS AND COMPLAINTS:**

Shipper's requests and complaints shall be promptly and fairly considered by the Massachusetts Port Authority provided that they are submitted in writing to Massport at the address listed in the tariff record. When the action of the Massachusetts Port Authority in response to a shipper's request or complaint requires tariff change, no such change will be retroactive.

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**SECTION I (Continued)**

**022. SMOKING:**

Smoking is prohibited on the terminal premises except at such portions thereof as may be designated by the Terminal Operator.

**023. SYMBOLS USED TO INDICATE CHANGES IN THE TARIFF:**

The symbols listed below are to denote changes when amendments to this tariff are issued:

- (I) Increase
- (D) Decrease
- (W) Change in wording, resulting in neither increase nor decrease.
- (N) New Item

**024. TERMINAL:**

The word Terminal or Facility as used in this tariff shall be held to mean those portions of the terminal named herein operated and maintained by the Massachusetts Port Authority for public use.

**025. TON:**

Except as may otherwise be specified, the term ton as used in this tariff shall mean a ton of 2,000 pounds.

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**SECTION I (Continued)**

**026. USE OF PREMISES:**

The use of the terminal by any person (including vessel operators, truckers, crew members of ships, passengers, spectators, officers or employees of persons using the facility) is conditional upon strict adherence to all applicable rules and regulations of the U.S. Department of Agriculture, the Customs Service, the Environmental Protection Agency, the Department of Transportation, the Massachusetts Port Authority and other federal, municipal or state agencies. Vessels, their owners, agents, cargo interests and/or other responsible parties shall be held liable for all claims, losses, costs or expenses by reason of property damage, personal injury or death which may occur, directly or indirectly as the result of overweight or improperly stowed containers, or owing to defective reporting of hazardous commodities, weight, volume, character of cargo and/or any other omission or error in the documentation furnished by the vessel, its owners, agents, cargo interests or other parties, without regard as to whether such omission(s) be intentional or accidental. Entry upon or docking at the terminal by any person shall be regarded as constituting an agreement by such person to comply with said rules and regulations. Persons found NOT in full conformity with standards promulgated by the above-mentioned governmental agencies will be barred from the facility. Use of the terminal shall also be deemed as acceptance of the terms and conditions named in this tariff. Paul W. Conley Marine Terminal is not a public thoroughfare and all persons entering thereon do so at their own risk.

**027. VESSEL:**

The term vessel shall mean a floating craft of every description, and includes the owner and/or operator, charterers and sub-charterers and/or such other persons acting as agents or users thereof.

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## SECTION II

### DOCKAGE

**028. DOCKAGE DEFINITION:** The term Dockage refers to the charge assessed against a vessel for berthing at the facility or for mooring to a vessel so berthed. The period of time for which Dockage shall be assessed against the vessel shall commence when such vessel is made fast to the wharf, bulkhead, or to another vessel so berthed, and shall continue until such vessel has completely vacated such berth. In the event that the vessel should call at more than one Massport terminal on the same voyage, Dockage charges will be assessed as if the entire cargo complement had been discharged and/or lifted at a single terminal, and will be subject to only one minimum charge.

**(I) 029. DOCKAGE RATES:**

**(I) (A) Self-Propelled Vessels:** Dockage will be assessed against the vessel, its owners, agents, or operators on the basis of ***the Length Overall (LOA) of the vessel*** for the period the vessel remains at the berth. *The maximum length, published Lloyd's Register of Shipping, shall be used in determining the length overall for the vessel. Dockage will be assessed against the vessel, its owners, agents or operators at the rates shown below on a per twenty-four hour period or fraction thereof.*

<b>LOA</b>	<b>RATE</b>
Less than 500'	<b>\$882.00 per vessel</b>
500 to 600'	<b>\$8.10 per foot</b>
601 to 1000'	<b>\$9.30 per foot</b>
Over 1000'	<b>\$10.50 per foot</b>

**(I) (B) Inactive Status:** Dockage for ships not using the terminal to load or discharge cargo shall be **\$885.00** per twenty-four hours or fraction thereof. Permission for such dockage shall be at the discretion of the Terminal Operator.

**(I) (C) Idle Status:** Whenever a ship is berthed at the terminal with the permission of the Terminal Operator, in idle status, prior to the commencement or subsequent to the completion of loading and/or unloading cargo, a charge of **\$44.00** per hour or fraction thereof, will be assessed against the vessel, owner or operator. Idle status charges will be assessed only for those hours prior or subsequent to any twenty-four hour active loading or discharging Dockage period.

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**SECTION II (Continued)**

- (I) (D) **Non-Self Propelled Vessels:** A charge of **\$2.60** per foot in overall length with a minimum charge of **\$885.00** per twenty-four hour period or fraction thereof, shall be assessed against seagoing and/or intraport barges berthing or making fast to the wharf for the purpose of loading and/or discharging cargo directly to or from the pier.

(I) **030. DOCKAGE RULES AND REGULATIONS:**

- (A) **Application for Berth Assignment:** All vessels desiring a berth at the terminal shall, as far in advance of the date of docking as possible, make application therefor in writing to the Terminal Superintendent, specifying the estimated date and time of arrival and sailing. The vessel shall furnish, at the earliest possible opportunity, and in any event, **not later than 12:00 noon prior to the posting of labor orders for the vessel**, a copy of the ship's stowage plan, hatch list, inward and/or outward cargo manifest, list of reefer containers, list of dangerous cargo containers, list of damaged containers, and list of containers and/or cargo requiring special handling. The vessel shall be held liable for claims, losses, costs or expenses by reason of property damage, personal injury or death which may occur, directly or indirectly as the result of defective report of hazardous commodities, weight, volume, character of cargo and/or any other omission or error in the documentation furnished by the vessel in compliance with this provision, without regard as to whether such omission(s) be intentional or accidental.

## SECTION II (Continued)

- (I) (B) **Notice of Release of Berth:** When for reasons over which the applicant has no control, it becomes necessary to cancel or postpone berthing assignments, due notice (24 hours) shall be given sufficiently in advance to prevent any loss of Dockage charges; otherwise the Terminal Operator reserves the right to assess against the vessel, owner or operator a dockage charge of **\$530.00**, and to use the berth for other purposes.
- (I) (C) **Notice to Vacate Berth:** Vessels using the facility must agree to work continuously, using the cranes and equipment to the fullest extent possible. Vessels will leave the facility immediately upon completing discharge and loading operation unless special permission for a later departure is granted by the Authority. When a vessel is waiting to use a berth which is occupied by a vessel about to complete its operation, the terminal will give the vessel on berth advance notice to that effect and request the vessel to vacate the berth within thirty minutes after completing its loading and/or unloading operation. Vessels refusing to vacate the berth when requested to do so will be subject to a charge of **\$330.00 straight time, \$890.00 overtime, and \$1,133.00 double time** for each fifteen minute period said berth is occupied and unavailable.
- (D) **Vessels Docking Without Permission:** The terminal governed by this tariff was purpose-built to conform strictly with the prevailing commercial and ship requirements of ocean common carriers transporting break bulk and containerized general cargo in foreign or domestic waterborne trades; and are not equipped to adequately accommodate other types of vessels, particularly those designed to carry hazardous bulk liquid commodities in shiplot quantities. Such vessels shall not be permitted to tie up at the pier without the explicit approval of the Port Director or designee, except under declared emergency situations. Vessels, whether under load or in ballast, docking or making fast to the wharf without the express permission of the Massachusetts Port Authority will (pursuant to Sub-rule 12 of this tariff) immediately be given notice to vacate the berth and a fine of \$2,000.00 shall automatically be assessed to the owner/operator thereof in accordance with Section 3 (a) of Massport's Enabling Act (Chapter 465, Mass. Acts of 1956).

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Captain F. Bradley Wellock, Manager, Maritime Regulatory Affairs

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### SECTION III

#### WHARFAGE

##### 031. WHARFAGE DEFINITION:

The term wharfage refers to a charge assessed against the vessel on all cargo and containers, full or empty, passing or conveyed over, onto or between vessels (to or from barge, lighter or water) when berthed at the wharf. Wharfage is solely the charge for use of the wharf and does not include charges for any other service.

##### (I) 032. WHARFAGE RATES:

(A) Full Containers	Each	<b>\$40.00</b>
(B) Empty Containers	Each	<b>\$16.50</b>
(C) Cargo NOS	Per Ton	<b>\$2.75</b>
(D) Minimum charge Per Vessel		<b>\$41.00</b>
(E) Automotive		<b>\$4.00</b>
(F) Inward or outward cargo relayed overland via the terminals named herein, when neither movement to or from Boston is by water will be assessed the following charges:		
(1) Containerized cargo (full containers) any size:		
Each Container:		<b>\$61.00</b>
(2) Non-containerized or break-bulk cargo		
Per Ton:		<b>\$5.50</b>

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## SECTION IV

### USAGE

#### 033. USAGE DEFINITION:

- (A) The use of terminal facility by any rail carrier, lighter operator, trucker, shipper, or consignee, their agents, servants, and/or employees, when they perform their own car, lighter, or truck loading or unloading, or the use of said facilities for any other gainful purpose for which a charge is not otherwise specified.
- (B) Usage charges will not be assessed when truck or rail car is loaded or unloaded by the Terminal Operator; nor will they apply on government cargo, or project shipments.
- (C) The consignee of inward cargo or the shipper of outward cargo is responsible for the payment of the Usage charges.
- (D) Inward or outward cargo relayed overland via the terminals named herein, when neither movement is by water will be assessed Usage charges at the rates named in sub-rule 34.
- (E) The terminal operator may arrange with the vessel, agents, or other parties to bill these charges direct to the vessel, agent, or other party on the entire cargo carried by the vessel. When Massport is obliged to bill Usage charges DIRECT to the party ultimately responsible for payment, the ocean carrier or designee shall, upon request, furnish an accurate and legible copy of some sort of OFFICIAL shipping document(s) e.g., ocean/overland bill of lading, delivery order, dock receipt, etc., on which the name and address of the consignee (in the case of import cargo) and the shipper (on export cargo) are clearly shown.
- (F) Usage charges will not be assessed on import shipments of footwear that are in excess of an annual quantity of five hundred (500) containers, nor on those import shipments of beer that are in excess of an annual quantity of two thousand five hundred (2,500) containers. Provided however, that when applying for this exception a copy of some sort of official shipping document(s) e.g., ocean/overland bill of lading, delivery order, dock receipt, etc., and a list of containers to be counted in the annual quantity is presented to the Terminal Operator, by consignees, at the time of the cargo's having reached the annual quantity listed above. The previously stated list shall contain the container identification number, the vessel name, vessel voyage number, and date of arrival. Failure by consignees to meet both of the above requirements will result in Usage charges being assessed in the customary manner.

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**SECTION IV (Continued)**

**(I) 034. USAGE RATES:**

**(A) Containerized Cargo:** Moving intact through the terminal loaded and sealed:

Containers under twenty-six feet in overall length      Each Container      **\$36.00**

Containers over twenty-six feet in overall length      Each Container      **\$48.00**

**(B) Non-Containerized Cargo:**

Cargo NOS      **\$5.00** per ton.

Minimum Charge      **\$29.00** per bill of lading.

**(C) Automobiles and trucks on wheels.**

Self-propelled, uncrated,      **\$5.75** per vehicle

**SECTION V  
FREE TIME**

**035. FREE TIME DEFINITION:**

Free time refers to the specified period (excluding Saturdays, Sundays and Holidays) during which cargo may occupy space assigned to it on terminal property free of Wharf Demurrage charges immediately prior to the loading or subsequent to the discharge of such cargo on or off the vessel. Free time commences on the first 8:00 A.M. after vessel completes discharge or the first 8:00 A.M. after the cargo arrives at the terminal for delivery to the vessel.

**036. FREE TIME PERIOD:**

**(A) Inward Cargo**

**(1) Multiple Container Rule:**

The free time period specified in the tables below will apply on multiple container movements, except containers carrying cargo specified in item (C), when all such containers are consigned to one importer, from one shipper, on one vessel. Provided however, that prior to the arrival of the ship, the consignee furnishes the Terminal Superintendent a complete list of containers, broken down by container identification number and size. The term "vessel" or "ship" as used in this section shall mean the floating craft that physically calls at the terminals governed by this tariff - not vessels docking elsewhere. This provision will not apply when containerized cargo discharged at other ports, is transported by rail or truck to the terminal to be eventually drayed intact to local consignees. **Multiple Container Rule Table No.1** shall apply to all containers **except** Temperature Controlled Containers. **Multiple Container Rule Table No.2** shall apply to Temperature Controlled Containers only.

**Multiple Container Rule Table 1:**

(All Containers EXCEPT Temperature Controlled Containers)

From 1 up to/including 8 containers	5 days
From 9 up to/including 10 containers	6 days
From 11 up to/including 12 containers	7 days
From 13 up to/including 14 containers	8 days
From 15 up to/including 16 containers	9 days
From 17 and over	10 days

**Multiple Container Rule Table 2:**

(Only Temperature Controlled Containers)

From 1 up to/including 2 containers	2 days
From 3 up to/including 4 containers	3 days
From 5 up to/including 6 containers	4 days
From 7 up to/including 8 containers	5 days
From 9 up to/including 10 containers	6 days
From 11 up to/including 12 containers	7 days
From 13 up to/including 14 containers	8 days
From 15 up to/including 16 containers	9 days
From 17 and over	10 days

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**SECTION V (Continued)**

- (2) Cargo, NOS** 5 days
- (B) Outward Cargo** 10 days
- (C) No free time shall be allowed on** (1) cargo in bulk, (2) oils and/or liquids in bulk, (3) live animals and birds, (4) bullion and treasure, (5) dangerous and hazardous cargo, (6) jewelry, precious stones, etc., (7) non-containerized refrigerated cargo and (8) cargo of such special nature that government regulations or local ordinances require immediate removal. The provisions of this section (sub-rules 35-37) will also NOT apply to commodities which the terminal is not equipped to properly care for, or to all other import or export property which in the discretion of the Terminal Operator cannot be allowed lengthy free time periods.

**037. EXTENSION OF FREE TIME:**

- (A)** Should the Terminal Operator, for any reason, be unable to tender cargo for delivery, the free time shall be extended for a period equal to the duration of the Terminal Operator's disability. If such condition arises after the expiration of free time, no Wharf Demurrage charges shall be assessed as long as the movement of the cargo is prevented by such disability.
- (B)** When the free time is to expire on a Friday, the free time period will be extended to include that immediately following Saturday and Sunday. When the free time is to expire on the day before a holiday, the free time period will be extended to include the holiday. When a holiday falls on a Friday or on a Monday, the free time period will be extended to include Saturday, Sunday and the holiday.

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Captain F. Bradley Wellock, Manager, Maritime Regulatory Affairs  
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One Harborside Drive Suite 200 South  
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## SECTION VI

### WHARF DEMURRAGE

#### 038. WHARF DEMURRAGE DEFINITION:

- (A) The term Wharf Demurrage refers to the charge assessed against cargo remaining on the terminal facility after the expiration of the free time period unless, prior arrangements have been made with the Terminal Operator for storage of such cargo.
- (B) Demurrage charges on inward cargo shall be assessed against the consignee or owner of the cargo. On outbound cargo, Demurrage charges shall be for the account of the vessel.
- (C) The Terminal Operator may arrange with the vessel, agents or other parties to bill these charges direct to the vessel, agent or other party on all cargo carried by the vessel which remains on the pier after the expiration of free time.

#### (I) 039. WHARF DEMURRAGE RATES:

The following scale of demurrage rates will apply to cargo which remains undelivered after the expiration of free time. Saturdays, Sundays and Holidays shall be included when computing demurrage charges. The charges listed below shall be the rate for import and export cargo.

- (A) **Cargo, in containers of all dimensions and types except temperature controlled containers:**

1-5 days, the rate is **\$55.00** per container, per calendar day  
6 days and above, the rate is **\$160.00** per container, per calendar day.

- (B) **Cargo, in temperature controlled containers of all dimensions.**

1-5 days, the rate is **\$193.00** per container, per calendar day  
6 days and above, the rate is **\$358.00** per container, per calendar day.

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**SECTION VI (Continued)**

**(I) (C) Cargo, NOS:**

**\$.56** per 100 lbs. per day, or fraction thereof, for the first 5 days after the expiration of free time. **Minimum charge \$53.00**

**\$.60** per 100 lbs. per day, or fraction thereof, for each succeeding day.  
**Minimum charge \$115.00**

**040. ASSESSMENT OF DEMURRAGE CHARGES DURING TERMINAL TIE-UPS:**

In the event that a consignee or owner of cargo should be prevented from removing said cargo - or when the loading of a vessel is precluded by reason of the terminal or cargo being immobilized by adverse weather conditions, authority of law, ocean carrier omissions, chassis shortages, strikes, slowdowns or work stoppages of longshoremen, or personnel employed by the terminal operator or water carriers or truckers or by any other extraordinary event, the free time shall be extended to cover the resulting delays. Should such conditions arise after the free time period has expired, no wharf demurrage charges shall be assessed as long as the movement of cargo is hampered or prevented by such exigencies. When the circumstances that gave rise to the application of the "Terminal Tie-ups" provision involve a Friday or the day before a holiday, it shall be deemed the terminal not to have reverted to normal status until 8:00 A.M. of the immediately following Monday or 8:00 A.M. of the morning after the holiday.

**041. UNDELIVERED CARGO:**

**(A)** Cargo which is undelivered and remains on the terminal property beyond the expiration of the free time may be re-piled to make space or transferred to other locations within the facility or removed to a public warehouse with all expenses and risk of damage for the account of the owner, shipper, consignee or carrier as responsibility may lie. Massport is to have a lien on all such cargo, including that which may be placed in public storage for all terminal charges accrued.

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**SECTION VI (Continued)**

- (B)** Cargo remaining on the Terminal Facility in excess of forty-five days will be considered abandoned and sold to satisfy any terminal charges that might be due Massport. Fifteen days prior to such sale, a registered receipted letter of notice will be mailed to the owner of record. Any amount received beyond the charges due the Terminal Operator will be forwarded to the owner of the cargo if claimed within one year of mailed notice.

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## SECTION VII

### TRUCK LOADING AND UNLOADING

#### 042. TRUCK LOADING AND UNLOADING DEFINITION:

- (A) **Truck Loading** shall mean the service of the Terminal Operator of moving cargo, by means of hoisting and shuttling equipment, from a place of rest on the terminal facility and depositing it on the truck. The service does not include special stowage, sorting or grading of, or otherwise selecting the cargo for the convenience of the motor carrier or the consignee. Truck loading shall be performed solely by the employees of the Terminal Operator, but the actual positioning of the cargo on the truck shall be done under the supervision of the motor carrier representative to ensure proper stowage and correct weight distribution. The service is limited to loading open flat bed trucks ONLY.
- (B) **Truck Unloading** shall mean the service of removing the cargo from the truck, by means of hoisting and shuttling equipment, and depositing it at a place of rest on the terminal facility. The service shall be performed solely by the employees of the Terminal Operator, but the actual removal of the cargo off the vehicle shall be done under the supervision of the motor carrier representative to ensure that proper unloading procedures are strictly adhered to. The service is limited to unloading open flat bed trucks only.

#### (I) 043. TRUCK LOADING AND UNLOADING RATES:

- (A) The following rates shall apply for truck loading or unloading. Unless otherwise specified the rates are expressed in cents per 100 lbs.
- (B) Loading or unloading heavy lifts on/off open flat bed trucks only:

<u>Weight Range</u>	<u>Rates</u>
0 to 6,000 lbs.	<b>\$.85</b>
6,001 to 10,000 lbs.	<b>\$.95</b>
10,001 to 25,000 lbs.	<b>\$1.15</b>
25,001 to 50,000 lbs.	<b>\$1.25</b>
50,001 lbs. and over	<b>\$1.50</b>

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**SECTION VII (Continued)**

- (C) Heavy lifts will be handled only at the discretion of the Terminal Operator and the weight thereof shall be limited to the lifting capacity of Massport's hoisting and shuttling equipment available at the terminals governed by this tariff. When cargo is handled directly between the vessel and motor carrier the provisions of this item will not apply. In lieu thereof Usage charges will be assessed pursuant to sub-rule 34 of this tariff.
- (I) (D) Cargo NOS: **\$2.30**
- (I) (E) The minimum charge for truck loading and unloading services shall be **\$34.00** per vehicle.

**044. TRUCK LOADING AND UNLOADING RULES:**

- (A) The Terminal Operator reserves the right to furnish all equipment and perform all services in connection with the operation of the terminal.
- (B) Bills of lading will not be split. Consignees must pick up entire shipment including all crating, packaging, wrapping, pallets or other material which arrived at the terminal as part of the shipment.
- (C) Unless prior arrangements have been made with the Terminal Operator by the vessel, shipper or consignee for the payment of loading and unloading charges, the motor common carrier shall be responsible for the payment of the charges for such services. Should the motor common carrier fail to pay for said services, the shipper or consignee shall become liable for such charges.

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## SECTION VIII

### MISCELLANEOUS CHARGES

#### (I) 045. EMPTY CONTAINER STORAGE

- (A) Each ocean carrier utilizing the Terminal governed by this tariff will be assigned sufficient on-site terminal space within which to maintain an adequate number of empty containers to cover its export operations or to retrieve empty import equipment having just previously moved via the terminal under load.
- (B) Empty containers shall be assessed a **rate of \$3.30** for each "container-day" in excess of the ocean carrier's monthly allotment.
- (C.) The ocean carrier's monthly allotment of "container-days" shall be **three times** the monthly volume of liner owned or leased containers loaded on or off of a vessel, at the terminal, as determined by terminal management records.

#### (I) 046. EQUIPMENT RENTAL:

	<u>Rate Per Hour or fraction thereof</u>	<u>Minimum Charge</u>
(A) <b>Rental of Container Crane</b>		
Straight Time	<b>\$948.00</b>	2 hours
All Overtime Periods	<b>\$1,015.00</b>	4 hours
(B) These cranes will be supplied with operators and must be operated within their rated capacity. The Authority reserves the right to terminate or restrict the use of the crane when, in its sole opinion, such use will damage said cranes.		

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Massachusetts Port Authority  
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**SECTION VIII (Continued)**

**047. EXTRA LABOR AND SPECIAL SERVICES:**

Upon written request, and with advance arrangements, the Terminal Operator may provide special services not specifically named in this tariff; and if available furnish extra labor such as clerks, checkers, watchmen, laborers, maintenance men, etc. Charges for these special services and/or extra labor will be assessed at the prevailing union rates and minimums as specified in the Boston Shipping Association/International Longshoremen's Association contract along with all applicable assessments and insurances, plus 25%. In addition, hoisting and shuttling equipment, if required to accomplish the job, will be furnished at the rates set forth in sub-rule 46. The cost of lumber, paper liners, dunnage and other materials is extra, and will be passed along to the party requesting the service.

**(I) 048. LOADING OR GROUNDING CONTAINERS-ON-FLAT-CAR:**

- (A)** A charge of **\$68.00** per container with a minimum charge of **\$1,325.00** per operation shall be assessed for loading or grounding full or empty units, regardless of size, onto or off rail flat cars. The rates include shuttling subject containers between the on-site railroad transfer point and the pier marshalling yard.
- (B)** This charge will be for the account of the steamship line or the party requesting the service.

**(I) 049. MONITORING REFRIGERATED UNITS:**

A charge of **\$40.00** per unit per day, including Saturdays, Sundays and holidays will be assessed against the steamship line for monitoring refrigerated containers; plus an additional charge of **\$10.00** per unit per day to cover the cost of electricity. The cost of fuel, nitrogen, parts, etc. is extra, and will also be for the account of the steamship line.

**(I) 050. PREPARATION OF DOCUMENTS:**

- (A)** A charge of **\$20.00** per document will be assessed for completing, correcting, preparing or processing official shipping papers. This fee shall be levied and collected from the party requiring the service.
- (B)** A re-billing charge of **\$20.00** will be charged when the terminal operator is request by one company to re-invoice another company. The charge will be for the account of the party requesting the service.

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Massachusetts Port Authority  
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**SECTION VIII (Continued)**

**(I) 051. EIR (Equipment Interchange Receipt) Charge Definition:**

**(A)** The term EIR Charge refers to the charge listed in item (B). The EIR charge will be assessed against the carrier for each time a container enters or leaves the terminal. The charge is generated with the issuing of each Equipment Interchange Receipt (EIR).

**(B) Rates:** Containers                      Each                      **\$59.00**



**SECTION VIII (Continued)**

**(I) 055. Plug-in and Unplug charge for REFRIGERATED Containers:**

A charge of **\$100.00** per refrigerated container will be assessed against the steamship line for plug-in and unplug services for each container entering the terminal. This charge is in addition the charges set forth in Sub-rule 49, which is "Monitoring of Refrigerated Units".

**(I) 056. TEMPORARY STORAGE OF HOISTING AND SHUTTLING EQUIPMENT:**

**(A)** Temporary storage of empty containers, and hoisting & shuttling equipment such as, tractors, bogies, chassis, flatbeds, etc., will be permitted within the terminal facilities only when space is available. However, arrangements for storing such equipment must be made with the Terminal Operator in advance and by written notice. Rates will apply only when equipment is stored outside of leased areas.

<b>(B) Rates:</b>	Equipment any length:	<b>\$16.50</b> per day
	Minimum Charge:	<b>\$33.50</b>

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**SECTION VIII (Continued)**

**(I) 057. WATER SERVICE TO VESSELS:**

- (A) Fresh water supplied to vessels, per 100 cubic feet **\$7.90**
- (B) Minimum charge per delivery **\$200.00**
- (C) Service Charge **\$64.00**
- (D) Charges for services will be assessed at the appropriate labor rates and contract guaranteed hours. Special arrangements for delivery of water during overtime periods must be made in advance with the Terminal Operator.
- (E) Rates:
  - \$44.00** per hour per man, Straight Time;
  - \$51.00** per hour per man, Overtime;
  - \$61.00** per hour per man, Double-time.

**(I) 058. WEIGHING:**

- (A) Weighing of cargo, containers and/or vehicles arriving or departing the terminals.  
Each weighing: **\$27.50**
- (B) The above charge will be for the account of the steamship line.

**059. DAMAGE CONTAINER STORAGE CHARGE:**

- (A) Damaged Containers are to be repaired or removed from the terminal within 14 days of arriving on the terminal. For the purposes of this rule, Saturdays, Sundays, and Holidays are included in the 14 day period. Damaged containers remaining on the terminal, beyond 14 days, will be assessed a Damaged Container Storage Charges at the rates shown in item (C) below.
- (B) The Terminal Operator may arrange with other parties to bill and collect these charges direct to the ocean carrier who delivered the container to the terminal.
- (C) Damaged Container Storage Charges:
  - (1) From the 15th day to the 30th day on the terminal: **\$15.00** per day.
  - (2) From the 31st day on the terminal and beyond: **\$30.00** per day.When counting the number of days a damaged container has been on the terminal, Saturday, Sunday and Holidays shall be included.
- (D) The "Damaged Container Storage Charge" shown in item (C) above is in addition to the charges in sub rule 045 of this tariff.

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**SECTION VIII (Continued)**

**(I) 060. PROCESSING EMPTY CONTAINERS:**

(A) The charges listed in Item (B) below will be assessed to the ocean common carrier when the terminal handles empty containers under any of the following conditions:

Group 1: Empty containers that leave the Terminal, by the gate, and do not return for 90 days.

Group 2: Empty containers that did not originate at the Terminal and are not loaded to a vessel.

Group 3: Empty containers that leave the Terminal, by the gate, and are returned empty.

**(B) Rates:**

**Group: Charge per container, any size**

Group 1	<b>\$ 71.50</b>
Group 2	<b>\$ 71.50</b>
Group 3	<b>\$ 143.00</b>

**(I) 061. PROCESSING HAZARDOUS CARGOES**

(A) The charge named in Item (B) below will be assessed to the ocean common carrier when hazardous cargoes are processed through the terminal.

**(B) Rates:**

Containerized Cargo: Each **\$40.00**

Non-Containerized Cargo: **\$2.20 per ton, or fraction thereof**

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**SECTION VIII (Continued)**

**(I) 062. CONTAINERIZED CARGO MOVING TO/FROM ANOTHER PORT:**

**(A)** The charge listed in item (B) will be assessed, in lieu of the charges in Sub-rule 51 and Sub-rule 32 (f)(1), against the steamship line when house containers discharged at another port are transported by truck or rail to the terminals governed by this tariff to be eventually drayed intact to local consignees; or (except as otherwise provided in Item (C) below) when house containers are delivered to the terminal to be loaded onto a ship and due to the elimination of Boston from the vessel's schedule; or for carrier convenience; or for whatever other reason said containers are then removed from the terminal by rail or truck and transported overland to another port or railhead. The water common carrier shall be held liable for claims, losses, costs or expenses by reason of property damage, personal injury or death which may occur, directly or indirectly as the result of defective or no report of hazardous commodities, weight, volume, character of goods, cargo requiring special handling and/or any other omission or error in the documentation furnished by the steamship line, shipper or consignee, without regard as to whether such omission(s) be intentional or accidental.

**(B) Rates: Full Containers      Each      **\$300.00****

**(C)** The rate named in Item (D), which is to be for the account of the steamship line, shall be assessed on all pier containers, in lieu of the charges in Sub-rule 51 and Sub-rule 32 (f)(1). This charge will also apply when full containers delivered to the terminal to meet the announced sailing date of the exporting vessel are called back by the shipper, or have to later be removed from the premises by rail or truck and transported overland to another port or railhead due to the terminal being immobilized by adverse weather conditions, strikes or work stoppages of longshoremen, or personnel employed by the Terminal Operator, or water carriers, or truckers, or by any other extraordinary event which precludes loading of such containers onto a vessel or indeed causes the cancellation of the vessel's Boston call.

**(D) Full Containers      Each      **\$150.00****

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**SECTION VIII (Continued)**

**(I) 063. Booking Rollover Charge:**

(A) **Definition:** The term **Booking Rollover** refers to when an export container remains on the terminal after the vessels sails as a result of vessel loading adjustments. The term **Booking Rollover Charge** refers to the charge in item (C).

(B) **Application of the Charge:** This charge will be assessed against the ocean common carrier. This charge shall be applied for each export container that has to be re-booked to another vessel.

(C) **Rate:** Per Container **\$88.00**

**(I) 064. Final Vessel Loading Orders, Export Container Releases and Late Charge**

(A) For the purpose of loading export cargo, the vessel agent or vessel representative shall furnish the Terminal with the "Final Vessel Loading Orders" or the "Pre-Stow Orders" **not later than 12:00 noon prior to the posting of labor orders for the vessel.** The Ocean Common carrier shall provide the terminal with the container releases, for all containers to be loaded on the vessel, **not later than 12:00 noon prior to the posting of labor orders for the vessel.**

(B) It is the responsibility of the vessel representative to ensure all container releases have been delivered by the Ocean Common Carrier and received by the Terminal when issuing the Final Vessel Loading Orders. In the event the Final Vessel Loading Orders lists a container or containers, for which releases have not been received, the Final Vessel Loading Orders will not be considered delivered until all container releases are received.

(C) **Definition:** The term **Vessel Loading Orders Late Charge** refers to the charge listed in **Item (E)** below.

(D) **Application of Charge:** This charge will be assessed against the vessel operator. This charge shall be applied for each hour or part of an hour that the Final Vessel Loading Orders are received after the time specified in **Item (A)** of this rule.

(E) **Rate:** Per Hour **\$1,075.00**

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**SECTION VIII (Continued)**

**065. EQUIPMENT STORAGE CHARGE:**

- (A) The ocean carrier must notify the Terminal Operator, in writing and at least 24 hours in advance, whenever equipment in the ocean carrier's inventory is no longer available for use because said equipment is to be placed in either the "Off Hire" or the "For Sale" status. The Terminal Operator will notify the ocean carrier, in writing, when the status of the equipment has been changed. Equipment placed in the "Off Hire" or the "For Sale" status must be removed from the terminal within 7 days of either the date of the ocean carrier's notification or the date the equipment enters the terminal, whichever occurs last. This 7 day period shall include Saturdays, Sundays, and Holidays.
- (B) All equipment remaining on the terminal beyond the 7 day period, specified in item A, will be assessed an "Equipment Storage Charge" as shown in item (C) below.
- (C) Equipment Storage Charge:
- (1) From the 8th day to the 30th day on the terminal: **\$15.00** per day.
  - (2) From the 31st day on the terminal and beyond: **\$30.00** per day.
  - (3) When counting the number of days a container has been on the terminal, Saturday, Sunday and Holidays shall be included.
- (D) When a container is placed in either the "Off Hire" or the "For Sale" status, it will remain in the ocean carrier's inventory of empty containers until said container is removed from the terminal. The "Equipment Storage Charge" shown in item (C) above is in addition to the charges in sub rule 045 of this tariff.

**End of Massachusetts Port Authority Container Tariff No. 1 Revision 25, effective 1 October 2009.**

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