

# **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 **35**

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## TABLE OF CONTENTS

<u>ITEM</u>	<u>SUBJECT</u>	<u>PAGE NO.</u>
CORRECTION CHECKING SHEETS .....		1-1B
Section I Sub-rules 1-27	General Rules, Regulations, Definitions .....	2-11
Section II Sub-rules 28-30	Dockage .....	12-14
Section III Sub-rules 31-32	Wharfage .....	15
Section IV Sub-rules 33-34	Usage .....	16-17
Section V Sub-rules 35-37	Free Time .....	18-19
Section VI Sub-rules 38-41	Demurrage .....	20-22
Section VII Sub-rules 42-44	Truck Loading and Unloading .....	23-24
Section VIII Sub-rules 45-69	Miscellaneous Charges .....	25-35
Section IX Sub-rules 66-68	Vessel Operations & Cargo Handling Agreement	36-46

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Massachusetts Port Authority

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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 top of the **Correction Checking Sheet pages**. 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.

<b>Amendment No.</b>	<b>Page</b>	<b>Amendment No.</b>	<b>Page</b>
1	17	20	23, 24, 25, 26, 27, 28,
2	31	20	29, 30, 31, 32, 33
3	31	21	Title Page, 1, 29
4	17	22	Title Page, 1,30, 34,
5	31	23	Title Page, 1, 12, 13, 14
6	Title Page	23	15, 17, 20, 21, 23, 24,
6	2,3,5,11,14,15,	23	25, 26, 27, 28, 29, 30,
6	16,17,18,24,25	23	31, 32, 33, 34
6	27,28,29,30,31	24	Title Page, 1, 17
7	Title Page.	25	Title Page, 1, 12, 13, 14,
7	2,13,18,19,25,27.	25	15, 17, 20, 21, 23, 24
8	31,32	25	25, 26, 27, 28, 29, 30,
9	28	25	31, 32, 33, 34
10	18	26	Title Page, 1, 5, 12, 13,
11	18,19	26	14, 15, 17, 18, 20, 21,
12	1, 2, 3, 4, 11,	26	23, 24, 25, 26, 27, 28,
12	13, 14, 16, 17,	26	29, 30, 31, 32, 33, 34
12	18, 19, 25, 29,	27	Title Page, 1, 10, 11, 12,
12	30, 31	27	13, 14, 15, 17, 18, 19, 20,
13	17	27	21, 23, 24, 25, 26, 27, 28,
14	18, 31	27	29, 30, 31, 32, 33, 34
15	Title Page,	28	Title Page, 1, 19
15	Index Page.	29	Title Page, 1, 18, 34
15	1, 16, 17, 33	30	Title Page, 1, 10, 12, 13,
16	Title Page, Index Page,	30	14, 15, 17, 18, 20, 21, 23
16	1, 12, 13, 14, 15, 17,	30	24, 25, 26, 27, 28, 29, 30,
16	20, 21, 23, 24, 25, 26, 27	30	31, 32, 33, 34
16	28, 29, 30, 31, 32, 33	31	Title Page, Index Page,1,
17	Title Page, 1, 19,	31	34,35,36,37,38,39,40,41,
17	20, 21, 25, 28, 29, 30	31	42,43,45
18	Title Page, 1, 18, 31	32	Title Page, 1, 12, 13, 14,
19	Title Page, 1, 31	32	15, 17, 20, 21, 23, 24,
20	Title Page, 1, 12, 13, 14,	32	25, 26, 27, 28, 29, 30,
20	15, 16, 17, 18A, 20, 21,	32	31, 32, 33, 34
		33	Title Page, 1 26,27,

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<b><u>Amendment No.</u></b>	<b><u>Pages</u></b>
<b>34</b>	Title Page, Index Page, 1, 1A, 12, 13, 14, 15, 17, 20, 21, 23, 24 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 45
<b>35</b>	Title Page, Index Page, 1, 1A, 12, 13, 14, 15, 17, 20, 21, 23, 24 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46

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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>Third Monday in April</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>Second Monday in October</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.

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**SECTION I (Continued)**

**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.

**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 and TERMINAL AUTOMATION:**

(A) 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.

(B) The Massachusetts Port Authority is committed to achieving automation and a paperless environment in information exchange and invoicing. It is MASSPORT's expectation that Users of the Terminal Facilities shall also commit to automation and work toward interfacing their systems with those of MASSPORT, and of the Authority's other customers and Users.

(C) On July 1, 2014 Massport launched a web-based payment system for charges applicable to **Import shipments** into Massport's Conley Container Terminal. In order to pay online, customers must be registered with Conley Terminal's "Forecast" website and have a valid and active Billing Account with Massport. To Register go to <https://mct.tideworks.com/forcast>. Click on the "New Member Start Here" box and complete the registration.

**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.

- (A) The term "vessel" as used in, Section V Free Time, shall mean the floating craft that physically calls at the terminal governed by this tariff - not vessels docking elsewhere.

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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:**

**(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>\$ 1,073.00 per vessel</b>
500 to 600'	<b>\$ 10.00 per foot</b>
601 to 1000'	<b>\$ 11.30 per foot</b>
Over 1000'	<b>\$ 12.75 per foot</b>

**(B) Inactive Status:** Dockage for ships not using the terminal to load or discharge cargo shall be **\$ 1,078.00** per twenty-four hours or fraction thereof. Permission for such dockage shall be at the discretion of the Terminal Operator.

**(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 **\$53.00** 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)

- (D) **Non-Self Propelled Vessels:** A charge of **\$ 3.25** per foot in overall length with a minimum charge of **\$ 1,073.00** 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.

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## SECTION II (Continued)

- (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 **\$647.00**, and to use the berth for other purposes.
- (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 **\$ 403.00 straight time, \$ 1085.00 overtime, and \$ 1,379.00 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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Issued by:

Captain F. Bradley Wellock, Manager, Maritime Regulatory Affairs

Massachusetts Port Authority

One Harborside Drive Suite 200 South  
East Boston, MA 02128

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**Effective:**  
**1 October 2017**

### 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>\$ 48.00</b>
(B) Empty Containers	Each	<b>\$ 21.00</b>
(C) Cargo NOS	per Ton	<b>\$ 3.40</b>
(D) Minimum charge Per Vessel		<b>\$ 51.50</b>
(E) Automotive		<b>\$ 4.95</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>\$ 74.15</b>
(2) Non-containerized or break-bulk cargo		
Per Ton:		<b>\$ 6.80</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      **\$43.50**

Containers over twenty-six feet in overall length      Each Container      **\$ 59.75**

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

Cargo NOS      **\$ 6.30** per ton.

Minimum Charge      **\$ 35.00** per bill of lading.

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

Self-propelled, uncrated,      **\$ 7.00** per vehicle

**SECTION V  
FREE TIME**

**035. FREE TIME DEFINITION:**

Free time refers to the specified period during which cargo may occupy space 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 day after the cargo is discharge from the vessel.**

**036. FREE TIME PERIOD:**

**(A) Inward Cargo:**

**(1)** The free time period for All Containers, **except** Temperature Controlled Containers, **does include** Saturdays and Sundays but **excludes** holidays: **7 days**

**(2)** The free time period for **Temperature Controlled Containers**, **excludes** Saturdays, Sundays and holidays: **2 days**

**(3) 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 vessel, the consignee furnishes the Terminal a complete list of containers, on a form provided by the Terminal, broken down by container identification number and size. 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. **For the purpose of the tables in these tables, the term "days" shall mean business days that the terminal is open to truck movements and excludes Saturdays, Sundays and holidays.**

**Multiple Container Rule Table 1:**

(All Containers EXCEPT Temperature Controlled Containers)

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 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, be unable to tender cargo for delivery:
- (1) During the FREE TIME period, the free time shall be extended for a period equal to the duration of the Terminal Operator's disability.
- (2) After the expiration of the FREE TIME period, no Wharf Demurrage charges shall be assessed as long as the movement of the cargo is prevented by such disability provided the terminal is notified on the day of the failed delivery.
- (3) The extension of Free Time, in (A)(1) and (A)(2) above, shall only apply when the "inability to deliver" is caused by the Terminal or by the orders of a government agency, after the cargo has "Cleared Customs Entry" and only if the cause is in no way attributed to the shipper or the consignee.
- (B) 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.
- (C) When the free time, on **Temperature Controlled** Containers or containers extended additional free time under the **Multiple Container Rule**, is to expire on a Friday, the free time period will be extended to include that immediately following Saturday and Sunday.
- (D) When a holiday adversely impacts the Free Time Period in Rule 36A; the Terminal Operator shall adjust the Free Time to ensure the consignee has the intended number of business days to remove the container from the terminal.

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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. When cargo remains on the terminal for six or more days, it shall be charged at the high rate until it is removed from the terminal. 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 **\$ 68.00** per container, per calendar day  
6 days and above, the rate is **\$ 194.00** per container, per calendar day.

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

1-5 days, the rate is **\$ 235.00** per container, per calendar day  
6 days and above, the rate is **\$ 436.00** per container, per calendar day.

## SECTION VI (Continued)

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

**\$ 0.73** per 100 lbs. per day, or fraction thereof, for the first 5 days after the expiration of free time. **Minimum charge \$ 66.00**

**\$ 0.78** per 100 lbs. per day, or fraction thereof, for each succeeding day.  
**Minimum charge \$ 141.00**

### 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>\$ 1.05</b>
6,001 to 10,000 lbs.	<b>\$ 1.15</b>
10,001 to 25,000 lbs.	<b>\$ 1.45</b>
25,001 to 50,000 lbs.	<b>\$ 1.50</b>
50,001 lbs. and over	<b>\$ 1.85</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.
- (D) Cargo NOS: **per 100 lbs** **\$ 2.80**
- (E) The minimum charge for truck loading and unloading services shall be **\$ 42.50** 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 **\$ 4.50** 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>\$ 1,155.00</b>	2 hours
All Overtime Periods	<b>\$ 1,236.00</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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**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. MONITORING REFRIGERATED UNITS:**

A charge of **\$ 48.00** 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 **\$13.00** 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) 049. PREPARATION OF DOCUMENTS:**

**(A)** A charge of **\$ 25.15** per document will be assessed for completing, correcting, preparing, or processing official shipping papers. This fee shall be levied and collected from the party requesting the service.

**(B)** A re-billing charge of **\$ 25.15** 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.

**(I) 050. 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                      **\$ 72.00**

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## SECTION VIII (Continued)

### 051. Conley Terminal Weighing Approach to VGM

- (A) “VGM” means “verified gross mass” required by SOLAS Regulation VI/2.
- (B) When a container arrives at Conley Terminal by truck, the gross weight of the truck power unit (“tractor”), the container, and the intermodal chassis are obtained using weight scales calibrated in accordance with applicable state requirements. (“gross scale weight”)
- (C) MASSPORT will calculate the gross weight of the container by subtracting the tractor and the intermodal chassis weights from the gross scale weight. (“Container Gross Weight”) The tractor and chassis weights may be derived from (i) standard, average weights for the tractor and chassis; (ii) weights previously registered in the terminal system; or (iii) weights stenciled or placarded on the applicable equipment.
- (D) MASSPORT will make the Container Gross Weight available electronically directly to the vessel operator. Container Gross Weights will also be available for review by the Shipper on (i) the EIR/Interchange provided to the trucker and (ii) Forecast <https://mct.tideworks.com/fc-MCT/default.do> .
- (E) By shipping the container through Conley Terminal, the shippers authorize use of these Container Gross Weights to satisfy their VGM obligations unless they make other arrangements with their vessel operator. The Shipper or the Shipper’s representative may enter the VGM in the Terminal’s Operating System, by the Forecast web page set forth above or may notify the vessel operator of the VGM by a method agreed upon by the shipper and the vessel operator.
- (F) The vessel operator shall send the VGM of the container when it sends the final load orders to MASSPORT electronically. If the container is not on the final load orders, from the vessel operator, then the container will not be loaded, and the ocean carrier shall be liable to MASSPORT for rehandling (Sub-rule 52), and other applicable charges.
- (G) Pursuant to the U.S. Coast Guard’s Maritime Safety Information Bulletin (“MSIB”) 009/16, the vessel operator may use the Container Gross Weight provided by MASSPORT as the equivalent of VGM to comply with SOLAS Regulation VI/2.
- (H) MASSPORT is not responsible for the weight received as the VGM.

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**SECTION VIII (Continued)**

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

- (A) Fresh water supplied to vessels, per 100 cubic feet **\$ 10.35**
- (B) Minimum charge per delivery **\$ 243.08**
- (C) Service Charge **\$ 77.25**
- (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:
  - \$ 53.00** per hour per man, Straight Time;
  - \$ 64.00** per hour per man, Overtime;
  - \$ 74.00** per hour per man, Double-time.

**(I) 058. WEIGHING:**

- (A) Weighing of cargo, containers and/or vehicles arriving or departing the terminals.  
Each weighing: **\$ 33.99**
- (B) The above charge will be for the account of the steamship line **or the party requesting the service.**

**(I) 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: **\$ 18.54** per day.
  - (2) From the 31st day on the terminal and beyond: **\$ 37.08** 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>\$ 87.04</b>
Group 2	<b>\$ 87.04</b>
Group 3	<b>\$ 174.07</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	<b>\$ 48.41</b>
Non-Containerized Cargo:	<b>\$2.49</b> 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      \$ 365.65**

**(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      \$ 183.34**

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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 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 **\$ 107.12**

**(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 **\$1,245.27**

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## SECTION VIII (Continued)

### (I) 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: **\$ 18.54** per day.
  - (2) From the 31st day on the terminal and beyond: **\$ 37.08** 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.

### (N) 066. RULES AND RATES FOR TERMINAL THROUGHPUT RATES:

- (A) Terminal Throughput Rate, includes terminal operations and vessel discharge/loading operation, charged per move for an ISO in-gauge container (20'/40'/40'HC/45' in length), cargo laden or empty, discharged off a vessel into the container yard and subsequently delivered out the gate by the shipper/consignee's authorized motor carrier, or per move for an ISO in-gauge container, loaded or empty, received through the gate from shipper/consignee's authorized motor carrier into the container yard and loaded onto a vessel during straight time operations. Overtime surcharges apply. Terminal Throughput Rate includes vessel and terminal operations. All other charges are to be invoiced separately.
- (B) .The **Straight Time Rate** is **\$350.00** per container
- (C) **Overtime Surcharge**, of **\$87.00 per container**, when working during the Overtime Hours, is in addition to the Terminal Throughput Rate in sub-rule 66B
- (D) **Double Time Surcharge** of **\$121.00 per container**, when working during the Doubletime periods, is in addition to the Terminal Throughput Rate in sub-rule 66B

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**SECTION VIII (Continued)**

**(N) 066. RULES AND RATES FOR TERMINAL THROUGHPUT RATES (CONTINUED)**

- (E) Shifting and Restowing of Containers during vessel operations..
- (1) **Shifting** of containers on the vessel is \$71.00 per container, during straight time.
  - (2) **Restowing** of containers via the pier is \$129.00 per container, during straight time.
  - (3) **Two Overtime or two Doubletime surcharges**, as listed in Sub-rule 66C and 66D, shall be applied, per container Shifted or Restowed during Overtime or Double time periods.
- (F) Throughput Rate excludes 48' and 53' Containers/Units, Out Of Gauge Containers, other cargoes.

**(N) 067. INCREMENTAL CONTAINER VOLUME INCENTIVE PROGRAM”:**

All importers and/or exporters who **ship at least 250 loaded containers** via Conley Terminal between **July 1, 2017 and June 30, 2018**, the “**incentive program period**”, will be eligible for a **\$25 per container** incentive for loaded containers shipped in excess of the prior year's volume, the “**baseline period**”, which is from July 1, 2016 to June 30, 2017. **To qualify** all importers and/or exporters must meet the following criteria:

- (A) **Move** at least 250 total loaded containers through Conley Terminal during the “incentive program period”.
- (B) **Exceed** their “baseline period” loaded volume via Conley Terminal by at least one container; **and**
- (C) **Document** their incremental growth at the end of the “incentive program period” by **submitting the following information to Massport by September 1, 2018, on a form provided by Massport:**
  - (1) A list of all loaded import and/or export containers moved via the Paul W. Conley Container Terminal during the “baseline period”; from July 1, 2016 and June 30, 2017.
  - (2) A list of all loaded import and/or export containers moved via the Paul W. Conley Container Terminal during the “incentive program period”; from July 1 2017 to June 30, 2018.
  - (3) A signed affidavit verifying the accuracy of the information submitted.

**(N) 068. THIS NUMBER IS RESERVED FOR FUTURE USE**

**(N) 069. THIS NUMBER IS RESERVED FOR FUTURE USE**

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## SECTION IX

### VESSEL OPERATIONS AND CARGO HANDLING AGREEMENT (IN ABSENCE OF INDIVIDUALLY NEGOTIATED AGREEMENT)

**070. PURPOSE:** The purpose of this part is:

- (A) To define and set rules, terms and conditions applicable to circumstances where MASSPORT shall stevedore a vessel and/or receive, store and release cargo in conjunction therewith when a separate written agreement with the carrier operating the vessel does not exist, has lapsed or is otherwise not applicable for any reason, including, but not limited to bankruptcy, establishment of a new service or discontinuance of service.
- (B) To avoid ambiguity as to the rights and obligations of MASSPORT and a carrier-vessel operator where no written agreement exists between MASSPORT and the carrier-vessel operator.

**071. DISCLAIMER:** Nothing contained in the following rules, terms and conditions shall in any way modify or limit any rights MASSPORT may have to apply and exercise any maritime or other liens that may exist under law (or which are set forth elsewhere in the Schedule) and/or that may be applied against any vessel, component of a vessel (including cargo containers) or cargo.

**072. RULES, TERMS AND CONDITIONS**

This **AGREEMENT** will apply where no fully executed agreement exists between the carrier or vessel operator (herein after "**CARRIER**"), and **MASSACHUSETTS PORT AUTHORITY** (herein after "**CONTRACTOR**") as stated above.

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## SECTION IX (Continued)

### 072.1. UNDERTAKINGS AND CONSIDERATIONS

For and in consideration of the covenants, undertakings and conditions herein mentioned it is mutually agreed between the parties hereto that **CONTRACTOR** will perform and **CARRIER** will pay for each service as provided for in the appropriate rate schedules as set forth in Container Tariff No. 1 (001999-001) (hereinafter as the same may be amended from time to time, the "Schedule") which constitute an integral part of this **AGREEMENT**, at **CONTRACTOR**'s terminal, the Paul W. Conley Marine Terminal, in South Boston, in the Port of Boston for full and empty containers, to be loaded on or discharged from container vessels owned, chartered, and/or operated by **CARRIER**, or operating in any vessel or space sharing agreement upon the terms, conditions and provisions herein provided for the **CARRIER'S** Service to the terminal.

- (A) The regular or normal working day for both stevedoring and terminal operations shall consist of eight (8) hours from 8:00 a.m. to 12:00 noon, and from 1:00 p.m. to 5:00 p.m., and the regular or normal working week shall consist of forty (40) hours made up of five (5) regular or normal working days from Monday through Friday, inclusive, except legal holidays as specified by the BSA-ILA Agreement. Any other time in excess of the regular or normal working hours mentioned shall be considered overtime.
- (B) All employees or laborers employed in the performance of services under this **AGREEMENT** shall be employees of **CONTRACTOR**, or its subcontractors, at all times and not of the **CARRIER**, unless other arrangements are made.
- (C) Any slot charter arrangements made by **CARRIER** with third party carriers will necessitate a separate stevedoring and terminal agreement with the **CONTRACTOR**.

### 072.2. STEVEDORING AND TERMINAL SERVICES

Details and rates shall be contained in the rate schedules most recently presented to the **CARRIER** by the **CONTRACTOR**.

**CONTRACTOR** will provide the following services for the vessels carrying **CARRIER**'s containers:

- (A) Berthing facilities for the container vessels of the **CARRIER** at the Paul W. Conley Marine Terminal.
- (B) Container gantry crane or cranes to handle containers and hatch covers of vessels.
- (C) Labor, yard tractors and trailers to transport containers to and from the yard and vessel.
- (D) Labor and supervision to perform the stevedoring operations.

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## SECTION IX (Continued)

- (E) Clerks to perform clerical functions.
- (F) The planning and stowage of containers in accordance with prestow instructions of **CARRIER**. Prepare and furnish to **CARRIER** appropriate container stowage plan and related documents, including container weights, refrigerated cargo, hazardous and uncontainerized cargo and exception lists, prior to vessel's departure. Refrigerated cargo and hazardous cargo lists to be provided to the vessel prior to loading such cargo
- (G) After scheduled work actually begins and the men are thereafter prevented from working through no fault of the **CONTRACTOR**, the entire duration of all gang detention will be charged at the detention rate on a per gang basis.

### 072.3 LANE AND YARD SERVICE

**CONTRACTOR** will provide during straight time hours:

- (A) Labor, supervision, and equipment to perform yard services, and receiving and delivery of loaded and empty containers and chassis through the gate.
- (B) Labor, supervision and scale to weigh export container loads.
- (C) Labor and supervision to inspect containers either in the lanes or via remote video equipment for all containers entering or exiting the terminal through the automated container lanes and to record the condition of the container.  
**CONTRACTOR** will also provide labor and supervision to record all seal numbers, if seals are intact, or to notify security if seals are not intact or illegible. Roadability under the Federal Highway Act and the Federal Motor Carrier Safety Regulations continues to be the responsibility of the **CARRIER'S** trucking representative.
- (D) **CARRIER** authorizes **CONTRACTOR** to honor manifests, dock receipts, delivery orders or information submitted or electronically transmitted in mutually agreeable formats relating to cargo and containers for which **CONTRACTOR** performs service. Import containers shall be electronically freight released by the **CARRIER** or its representative to the **CONTRACTOR** for delivery.
- (E) Preparation and electronic transmission only to **CARRIER** of all documentation incidental to the receipt and delivery of containers and cargo. Documentation shall include daily equipment status report, receiving and delivery records, all retrievable electronically only when required by the **CARRIER**. The vessel stowage plan shall be delivered to the vessel upon completion of cargo work. Upon **CARRIER's** request, **CONTRACTOR** will cooperate with **CARRIER** to provide each with an stow plan in Baplie 1.5 or 2.0 or 2.1.1 format.
- (F) **CARRIER** will limit its receiving of export and empty containers to the first scheduled vessel, unless otherwise agreed to, in writing, by the **CONTRACTOR**.

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## SECTION IX (Continued)

### 072.4 DEMURRAGE, FREE TIME, TRUCK LOADING

- (A) Free time and demurrage for import and export full containers and loose cargo shall be governed by the regulations and rates contained in the Schedule. Resulting charges for demurrage shall be collected and retained by **CONTRACTOR**.
- (B) All revenues for services provided in connection with the loading and discharging of lighters, barges, scows, and motor truck carriers, and any other service provided in the Schedule shall be collected and retained by **CONTRACTOR**.

### 072.5 SECURITY SERVICE

**CONTRACTOR** will provide twenty four (24) hours per day of normal security service within the confines of the terminal.

### 072.6 OBLIGATIONS OF CARRIER

- (A) Engage **CONTRACTOR**, as its exclusive contractor in the Port of Boston area for the performance of any and all of the services enumerated herein in connection with all container stevedoring and terminal services provided for **CARRIER'S** service to the Port of Boston
- (B) Promptly remove its vessel from berth, weather permitting, upon request of **CONTRACTOR** if vessel has completed loading and/or discharging and berth is required by **CONTRACTOR**.
- (C) Before operations commence, provide **CONTRACTOR** with all necessary information, instructions and forms covering vessel and container, including container load plan, loading, discharging, stowage, vessel's trim, reefer temperature control, hazardous containers, condition of containers, cargo requiring special handling and marking, routing, manifests, and billing instructions to enable **CONTRACTOR** to provide efficient and economical service.
- (D) Submit to **CONTRACTOR** all necessary documents pertaining to the discharge and loading of vessels as soon as possible but in any case not later than per Sub-rule 064 of the Schedule.
- (E) Also undertake to deliver export FCL containers and documentation to the Terminal not later than one (1) full normal working day before the vessel arrives at the terminal, unless otherwise agreed to, in writing, by the **CONTRACTOR**
- (F) The **CARRIER** will provide hazardous lists, for import cargo, pursuant to International, Federal and Local regulations and will arrange that such cargoes be delivered to Terminal as per Sub-rule 008 of the Schedule. The **CONTRACTOR** will verify the proper placarding in accordance with the above regulations.

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**SECTION IX (Continued)**

- (G) **CARRIER** agrees to provide three (3) weight categories (light, medium, heavy), as determined by the **CARRIER**, for the receiving and handling of export loads and to stevedore vessels within these weight parameters.
- (H) **CARRIER** agrees to abide by the terms to the signed BSA-ILA Agreement and/or be a member of the United States Maritime Alliance (USMX) and agrees to pay the prevailing tonnage assessments and container royalties that may be due.
- (I) **CARRIER** agrees to pay all invoices per Sub-rule 015 of the Schedule.

**072.7 RESPONSIBILITY FOR DAMAGE OR LOSS**

- (A) The **CONTRACTOR** shall be legally liable for loss of or physical damage to the vessels and their equipment and appurtenances as well as containers and for loss of or physical damage to cargo, including loss of cargo overside, through the negligence of the **CONTRACTOR**, its employees, agents or servants, provided that **CONTRACTOR'S** attention is called to such loss or damage as soon as practicable but in case of damage to vessel, such notice must be given prior to vessel's departure. With respect to claims for loss or damage to cargo, the liability of the **CONTRACTOR** will be limited to physical damage or loss caused by the negligence of the **CONTRACTOR**, its employees, agents or servants and to such claims that result from fraud or breach of trust on the part of employees, agents or servants of the **CONTRACTOR** engaged in the delivery, receiving and watching of such cargo.
- (B) Containers furnished by the **CARRIER** for loading and/or unloading will be sound, watertight, seaworthy and in compliance with all legal and statutory safety standards, so that **CONTRACTOR** may safely use small forklifts inside the containers while mounted on chassis to perform the vanning and devanning operations. All containers and hatch covers to be hoisted must have **ISO** fittings. The **CARRIER** agrees to inspect the stowage of containers to ensure adequacy of stowage prior to the vessel's departure.

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## SECTION IX (Continued)

- (C) It is mutually agreed that the **CONTRACTOR** will not be responsible for:
- (1) Claims due to spoilage to perishable goods carried in containers, unless the **CONTRACTOR** failed to render the services customarily required for such cargo, under proper information from the **CARRIER**.
  - (2) Loss of or damage to containers and/or cargo where it is found that the container is damaged, has holes, sprung doors, broken seals or locking devices, unless such damages to container are caused by the **CONTRACTOR**.
  - (3) Loss of or damage to cargo in containers found upon discharge not to have been properly blocked, chocked and/or secured.
  - (4) Clerical errors or omissions in the dispatch of the cargo.
  - (5) Loss of, or damage to, containers and/or cargo caused by a force majeure as defined in Sub-rule 068.9 of the Schedule.
- (D) The **CARRIER** agrees to set forth its Bill of Lading a Himalaya clause or similar provision which will effectively make available to the **CONTRACTOR** with respect to third parties, all rights, protections and limitations of liability available to the **CARRIER** under the **CARRIER'S** Bill of Lading, applicable law, and when appropriate, the Carriage of Goods by Sea Act of the United States including, but not limited to, the \$500 package limitation. The **CARRIER'S** Bill of Lading shall contain a proper "Custody Clause" (Period of Responsibility Clause) which will protect the **CARRIER/CONTRACTOR** from the time the goods are received at the port of loading until delivered at the port of discharge. It is expressly agreed by the **CARRIER** that should such Bill of Lading provisions not extend the application of the COGSA defenses to the **CONTRACTOR**, the **CARRIER** will indemnify **CONTRACTOR** for those sums that it is liable for over and above the limitation of liability defenses. In no event shall the **CONTRACTOR** be liable for any losses or damage to goods in an amount exceeding the lesser of (i) actual damages, or (ii) the cost of such cargo paid by the **CARRIER'S** customer, or (iii) \$500 per package, or in case of goods not shipped in packages, per customary freight unit. When **CARRIER** accepts cargo on an ad valorem basis, the **CONTRACTOR** shall not be responsible for increased liability unless **CARRIER** gives written notice and payment in advance to the **CONTRACTOR**, as per Sub-rule 020 of the Schedule, and in sufficient time for the **CONTRACTOR** to provide special handling and/or supervision. Such notice shall include a description of the quantity, nature and location of the goods.

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## SECTION IX (Continued)

### 072.8 INSURANCE

- (A) If available at commercially reasonable rates, the **CONTRACTOR** shall maintain insurance coverage and furnish to the **CARRIER** certificates of insurance as set forth below:
- (1) Workers' Compensation insurance including Longshore and Harbor Workers endorsement with an Employers Liability limit of One Million US Dollars (\$1,000,000) per occurrence.
  - (2) Commercial General Liability insurance including Contractual Liability and Bodily Injury Public Liability insurance in the amount of not less than One Million US Dollars (\$1,000,000) in respect to any one occurrence as protection against injury or death of any person or persons arising out of the negligence or omissions of the **CONTRACTOR**.
  - (3) Stevedore and Terminal Operators Liability with a limit of at least One Million US Dollars (\$1,000,000) per occurrence.
  - (4) Property Damage Insurance in the amount of One Million US Dollars (\$1,000,000) covering the **CONTRACTOR'S** legal liability protection against loss or damage to the **CARRIER'S** vessels, containers, chassis, and other equipment arising out of the negligence or omissions of the **CONTRACTOR** under this **AGREEMENT**.
  - (5) Commercial Automobile Liability insurance providing coverage on any auto with a limit of One Million US Dollars (\$1,000,000) per accident.
  - (6) Excess Public Liability and Property Damage Liability insurance covering all operations in a combined single limit of Ten Million US Dollars (\$10,000,000).
- (B) Whenever **CARRIER** through its agents, employees or servants invite or permit persons who are not employees of the **CARRIER** to enter Terminal premises or board vessels at the Terminal, the **CARRIER** agrees to defend, indemnify and hold harmless the **CONTRACTOR** from and against any and all claims, demands, actions, suits, proceeding costs, expenses, damages and liability, including attorney's fees, arising out of, connected with or resulting from said persons being permitted on the Terminal premises or on board vessels.
- (C) **CARRIER** shall maintain insurance coverage and furnish to the **CONTRACTOR** certificates of insurance as set forth below:
- (1) Workers' Compensation Insurance and insurance for liabilities arising under the Jones Act for its employees. Workers' compensation insurance shall have statutory limits as required by applicable Federal and State Laws. Jones Act Insurance shall have limits in an amount of not less than \$20,000,000 for each occurrence.

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## SECTION IX (Continued)

- (2) Commercial Automobile Liability Insurance to cover any auto owned, non-owned, hired, leased, borrowed or otherwise used by the **CARRIER** or its agents. Automobile Liability Insurance shall be in the amount of not less than Five Million US Dollars (\$5,000,000) combined single limit for Bodily Injuries and Property Damage Liabilities if the policy is issued with separate limits. The policy or policies shall be at least as broad as that provided by the latest edition of the Business Automobile Policy promulgated by the Insurance Services Office (ISO).
  - (3) Commercial General Liability insurance including Contractual Liability and Bodily Injury Public Liability insurance in the amount of not less than One Million US Dollars (\$1,000,000) in respect to any one occurrence as protection against injury or death of any person or persons arising out of the negligence or omissions of the **CARRIER** and include an endorsement for terrorism.
- (D) The **CARRIER** shall participate in and be insured by a Protection and Indemnity Club that is satisfactory to the **CONTRACTOR**. The **CARRIER** shall provide to the **CONTRACTOR** evidence of Protection and Indemnity and Hull Insurance coverage with the running down clause covering all watercraft and/or vessels using the Terminals. Such coverage shall include a provision providing for wreck removal. **CARRIER** shall participate in a Club covering inland transport to furnish coverage to complement Protection and Indemnity insurance coverage for through transportation. Such Protection and Indemnity insurance coverage shall include protection for bodily injury or death to those other than passengers or crew and for property damage to property other than cargo.
- (E) Chassis liability insurance covering personal injury and property damage claims and liabilities arising from any and all chassis owned, used, or operated by the **CARRIER**. Such chassis liability insurance shall be in the amount of not less than Fifteen Million US Dollars (\$15,000,000) combined single limit for bodily injuries and property damage. Defense costs shall be outside of the policy limits, the insurance shall furnish coverage for the **CARRIER'S** indemnification obligations in set forth herein as they relate to chassis, and the insurance shall otherwise be in form and substance acceptable to the **CARRIER** in its reasonable discretion.
- (F) Excess Public Liability and Property Damage Liability insurance covering all operations in a combined single limit of Ten Million US Dollars (\$10,000,000) with an endorsement for terrorism.

The above insurance policies shall remain in full force and effect and shall not be cancelled, allowed to lapse or allowed to expire without at least 30 days prior notice to the Risk Management Department of **CONTRACTOR**.

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## SECTION IX (Continued)

### 072.9 FORCE MAJEURE

Should unusual conditions occur, including without any negligence or fault of the **CONTRACTOR**, including without limitation, damage or destruction to premises or facilities, including vessels or containers, by fire, flood, riot, earthquakes, tidal wave, wind, explosion, Acts of God, the public enemy or other casualty, or should the operation by the **CONTRACTOR** be suspended, abated, prevented, or impaired by reason of war, war-like operations, seizure, marine casualty, Governmental decree of regulation, strikes or other labor disputes, lockout or other work stoppage or by reason of any other condition beyond the control of **CONTRACTOR** or vessel so as to render the Terminal wholly or partially untenable or unfit for use or so as to make it impractical for the vessel or **CONTRACTOR** to make reasonable or full use thereof, then **CONTRACTOR** may suspend or reduce services without responsibility for any claim by vessel or others arising out of such service suspension or reduction. Under such circumstances, **CARRIER** will have the right to operate at a terminal other than **CONTRACTOR's** terminal

### 072.10 EXTRA LABOR

Whenever **CONTRACTOR** is requested in writing by the **CARRIER** to supply extra labor and/or equipment, charges will be made as provided in Sub-rule 047 of the Schedule.

### 072.11 ADJUSTMENTS

The **CONTRACTOR** may impose from time to time upon written notice to the **CARRIER** (i) an increase in the rates charged under the Schedule, or (ii) a surcharge based on cost increases incurred by reason of (a) any law, government regulation, or (b) public emergency, or (c) extraordinary or unforeseen increases in the cost of operations of the Terminal, such as, by way of example and not limitation, an increase in the cost of labor, fuel or utilities. Such increases shall be apportioned to all carriers based on the full and empty container volume(s) loaded onto or off of all vessels using the Terminal. Except with respect to increases in labor costs as a result of collective bargaining agreement(s), the aforesaid rate increases shall not exceed the cumulative change in the CPI over the immediately preceding 12-month period. For purposes of this Agreement, the term "CPI" shall mean the Consumer Price Index for all Urban Consumers, Boston-Brockton-Nashua MA-NH-ME CT, All Items (1982 – 1984 = 100), Series ID CUURA103SA0, published by the Bureau of Labor Statistics, U.S. Department of Labor.

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## SECTION IX (Continued)

If the Bureau of Labor Statistics should cease to publish the Index in its present form and calculated on the present basis, a comparable index or an index reflecting changes in prices determined in a similar manner shall reasonably be designated by the Authority in substitution therefor. The Index for any month relevant to the application of this definition shall be that published by the Bureau of Labor Statistics for such month if computed for such month, or otherwise for the most recent month immediately preceding the month as of which the application is to be made.

### **072.12 SAFETY REGISTERS AND CERTIFICATES**

It is expressly understood that in the event any vessel fails to comply with the provisions of Public Law 91-596 or fails to have on board any other certificates required by law, all charges and penalties arising out of such failure shall be for the account of the **CARRIER**.

### **072.13 MAINTENANCE AND REPAIRS**

**CARRIER** agrees to engage concessionaire approved by **CONTRACTOR** for all roadability repairs performed at the terminal upon **CARRIER**'s containers. **CARRIER** further agrees that it will engage only concessionaire approved by **CONTRACTOR** at **CARRIER'S** direction for any other repairs or maintenance performed at the Paul W. Conley Marine Terminal.

### **072.14 TERMINAL PREMISES RULES AND REGULATIONS**

To ensure safety and security **CONTRACTOR** has promulgated regulations governing persons and equipment on the Terminal and the **CARRIER** agrees to cooperate in enforcing such regulations with respect to its agents, employees, servants, contractors, guests and invitees.

### **072.15 PERIOD OF AGREEMENT**

This **AGREEMENT** is effective with the receiving of the first cargo for carrier's vessel or prior to ordering any labor for carrier's vessel and will remain in full force until a separate agreement with the carrier has been fully executed by all parties.

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Issued by:

Captain F. Bradley Wellock, Manager, Maritime Regulatory Affairs  
Massachusetts Port Authority  
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**SECTION IX (Continued)**

**072.16 TERMINAL SECURITY**

In the event Governmental authorities impose security or other conditions which result in increased costs for the **CONTRACTOR, CARRIER** agrees to pay these security related surcharges, if any, in addition to the rates contained herein.

**072.17 FORUM SELECTION**

Any dispute arising under and in connection with this Stevedoring and Terminal Agreement shall be governed by the laws of the Commonwealth of Massachusetts and determined by the courts located within the Commonwealth of Massachusetts both State and Federal. The **CARRIER** states that it is not its intention to bind **CONTRACTOR** to the forum selection clause in any of its bills of lading pursuant to cargo which moves through at the Paul W. Conley Marine Terminal

**End of Massachusetts Port Authority Container Tariff No. 1 Revision 35, effective 1 October 2017**

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