

224-008425

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THIS AGREEMENT entered into by and among the undersigned parties at Philadelphia, Pennsylvania, on the 10th day of August, 1959,

WITNESSETH:

THAT in consideration of the benefits, advantages and/or privileges to be severally and collectively derived from this agreement, and in consideration of the terms, covenants and conditions contained herein, and in consideration of the specific agreement and undertaking of each of the undersigned jointly and severally to be bound by and enforce all provisions of this contract and to fulfill their respective obligations hereunder, and in consideration of each party subscribing hereto upon condition of like subscription by each of the other parties, the undersigned parties hereby associate themselves in an association to be known as "Port of Philadelphia Marine Terminal Association" (hereinafter referred to as "the Association") to more adequately serve the interests of the shipping public at their marine terminals or where they perform services in foreign and interstate commerce in the Port of Philadelphia, and to establish just and reasonable terminal definitions, rates, charges, classifications, rules, regulations and practices at such marine terminals for or in connection with foreign and interstate waterborne commerce. For the purpose of this agreement the term "Port of Philadelphia" shall include the area from Wilmington, Delaware, to Trenton, New Jersey, both inclusive.

FIRST: Each party represents and warrants that it is an "other person" within the meaning of the Shipping Act, 1916, as amended, and that it is engaged in the business of furnishing wharfage, dockage, or other marine terminal facilities or services hereinbefore described in connection with common and contract carriers by water within the meaning of the said Shipping Act, 1916, as amended.

Each party also represents and warrants that if it ceases to be an "other person" engaged in the business of furnishing wharfage, dockage, or other terminal facilities or services hereinbefore described within the meaning of the said Shipping Act, as amended, it shall forthwith cease to be a party to this agreement but shall remain liable for any dues, assessments, or awards outstanding against it. Prompt notice of such change in status shall be given to the Executive Secretary who shall promptly notify the Federal Maritime Board (hereinafter referred to as the "Board").

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SECOND: This agreement and any amendments or modifications thereof are subject to the approval of the Board in accordance with the provisions of Section 15 of the Shipping Act, 1916, as amended, and shall not become effective until approved by the Board.

THIRD: This agreement shall cover the following subject matters and all services, facilities, rates, and charges incidental thereto: wharfage, dockage, railroad carloading and railroad car unloading, lighterage loading and lighterage unloading, truck loading and truck unloading, free time, and wharf demurrage.

FOURTH: The parties hereto agree that all tariffs, rates, charges, classifications, rules and regulations and additions thereto and changes therein, adopted pursuant to this agreement, shall be filed promptly with the Board by the Executive Secretary of the Association. The parties further agree that no change in the Association's tariff shall become effective until after thirty days notice to the public unless good cause exists for a change upon a shorter notice. The reasons for such a change shall be forwarded promptly to the Board by the Executive Secretary of the Association.

FIFTH: The parties hereto agree to assess and collect all terminal rates and/or charges for or in connection with services performed by them within the scope of this agreement strictly in accordance with the rates, charges, classifications, rules, regulations and/or practices set forth in the Association tariff; that they will not in any respect deviate from or violate any of the terms of said tariff; and that no rates or charges assessed or collected pursuant to such tariff shall be directly or indirectly illegally or unlawfully refunded or remitted in whole or in part in any manner or by any device.

SIXTH: Any person, firm or corporation engaged in the business of furnishing wharfage, dockage, or other marine terminal facilities or services within the meaning of the Shipping Act, 1916, as amended, or giving substantial and reliable evidence of intention to so engage at the Port of Philadelphia, may become a member of this Association upon the approval of a majority of all of the parties hereto, by affixing its signature to this agreement, or a counterpart thereof. No admission to membership shall become effective prior to the date of written advice thereof given by the

Executive Secretary of the Association to the Board. Every application for membership shall be acted upon promptly. No applicant shall be denied admission except for just and reasonable cause, and advice of any denial of admission to membership, together with a statement of the reasons therefor, shall be furnished promptly to the Board by the Executive Secretary of the Association.

SEVENTH: The parties hereto shall elect from their membership by a majority vote of the entire membership a President, a Vice-President, and a Treasurer. These officers shall be the officers of the Association and shall serve without compensation for one year or until their successors have been duly elected and installed in office. It shall be the duty of the President to preside at all meetings of the Association. In the absence of the President or in case of his incapacity it will be the duty of the Vice-President to perform the duties of the President.

The parties hereto shall also select by a majority vote of the entire membership and employ an Executive Secretary who shall perform the secretarial duties of the Association and act as the executive officer thereof. The Executive Secretary need not be selected from the membership of the Association and shall receive such compensation as the parties hereto shall agree upon from time to time. The minutes of the meetings of the Association shall be kept by the Executive Secretary who shall furnish copies of the said minutes to the Board promptly after each meeting.

Meetings of the Association may be convened at any time upon not less than three days notice at the call of the Executive Secretary or of any officer of the Association or at the request of any of the parties hereto addressed to the Executive Secretary of the Association. In the event of an emergency or the necessity for a special meeting the notice requirement contained herein shall be waived. The Executive Secretary shall decide in all cases whether or not such an emergency exists to necessitate the waiver of the notice requirement.

A quorum shall consist of the representatives of a majority of the parties hereto. Action taken at a meeting shall be determined by a two-thirds vote of those present at such meeting except as otherwise provided herein.

EIGHTH: The parties hereto agree that in the event any party is charged with any violation of this agreement and the parties are unable to voluntarily resolve their differences, any party to this agreement may in writing, addressed to the Executive Secretary, request that the dispute be submitted for decision by arbitration. The Executive Secretary shall thereupon select an Arbitration Committee of three persons from among the parties to this agreement. No party to the dispute involved, including the charging party, shall be appointed to the Arbitration Committee. The Executive Secretary shall also designate one of the persons so selected to act as the Chairman of the Arbitration Committee. The Arbitration Committee shall immediately investigate such alleged violation and shall have power to require the alleged violator to appear before it for examination in respect to such alleged violation, and upon hearing thereof, shall render a decision regarding such alleged violation, and may assess liquidated damages if they deem it necessary. Any such liquidated damages shall be paid to the injured party or shall be paid into the Association's treasury in the discretion of the Arbitration Committee.

Each party agrees to accept any decision rendered by a majority of the said Committee as final and conclusive in all matters arising under the agreement and to abide thereby and be bound thereby unless and until the same is vacated, revised or modified by a court of competent jurisdiction or by the Board. Failure to pay promptly any liquidated damages that may be imposed by the Arbitration Committee or failure to comply in any other way with the Arbitration Committee's decision shall subject the offending party to expulsion from participating in, and from continuing as a party to this agreement. The offending party, however, shall remain liable for any dues, assessments or awards outstanding against it. Prompt notice of any expulsion shall be given by the Executive Secretary to the Board.

NINTH: The parties hereto agree that Francis A. Scanlan, Esquire, as Executive Secretary, whose office is at 1015 Packard Building, Philadelphia 2, Pennsylvania, or such other person as the parties may at any time hereafter designate, shall be the authorized representative of each of the parties hereto, to issue and receive all notices and communications pertaining to this agreement, and to publish and issue all tariffs, corrections thereto, and re-issues thereof, setting forth the rates, charges, classifications, rules, regulations and practices established by the parties hereto.

TENTH: Any expense incurred in carrying out this agreement shall be pro-rated among the parties hereto as they shall from time to time determine.

ELEVENTH: Any party hereto shall have the right to withdraw from this agreement provided that written notice of such withdrawal is given at least sixty days in advance of the intended date of withdrawal to the Executive Secretary. A copy of any such notice shall be dispatched promptly by the Executive Secretary to the Board. During the period before the effective date of withdrawal the withdrawing party agrees to be bound by all of the provisions of this agreement. The withdrawing party also shall remain liable for all dues, assessments or awards outstanding against it.

TWELFTH: The invalidation, nullification, alteration, limitation, modification, change or amendment of any part or provision of this agreement shall not affect the validity of any other part or provision hereof.

This agreement is made and entered into and shall be construed in accordance with the laws of the Commonwealth of Pennsylvania.

THIRTEENTH: This agreement may be executed in as many original counterparts as desired and shall be binding upon each party, his or their heirs, executors, administrators, successors or assigns. In the event the agreement is assigned to the successors or assigns of either of the parties, notice thereof, together with copy of the assignment agreement, shall be filed with the Board.

FOURTEENTH: Nothing contained in this agreement shall interfere with the right of any party under the provisions of the Shipping Act, 1916, as amended, or the jurisdiction of the Board under said Act.

FIFTEENTH: This agreement may be amended by a two-thirds vote of the parties hereto. However, no such amendment shall be made effective until filed and approved by the Board.

IN WITNESS WHEREOF the parties hereto have caused this agreement to be executed by their respective officers or agents thereunto duly authorized the day and year herein first indicated.

By Philippe de Puy Sen
Senes & Avoigt

By [Handwritten Signature]

By Independent Terminals Co
M. Neyle President

By Delval Terminal Corp
Constant

By General Marine Terminals, Inc.
Will T. Roberts

By Super Mc Terminal Inc.
Loz Mason Sen.

By United States Lines Co.
W. B. Rand, V.P.

By ATLANTIC & GULF STEVEDORES INC.
Wm A. Toner

By B. N. Spillman Co. Inc.
Spillman Co. V.P.

By Stevedoring & Terminal Corp
F. J. Gorman

By J. W. McCarty, Inc.
[Handwritten Signature]

By Olympia Terminal, Inc.
[Handwritten Signature]

By Universal Terminal & Stevedoring Corp
James K. Tolson Mgr.

By NAVYEMPA STEVEDOR CO., INC.
LOWISE BLAKE
PHILA. PA

By Mayra Bros. Inc.
[Handwritten Signature]

By T. Hogan Corp.
Edmund Harwick Sen.

Independent Pier Cb.

By *[Handwritten Signature]*

By _____

FEDERAL MARITIME BOARD	
Agreement No.	<u>8425</u>
Filed	<u>8/14/59</u>
Approved	_____