

231-010846



Federal Maritime Commission
Agreement No. T-
Approved:

A G R E E M E N T

BETWEEN

MARYLAND PORT ADMINISTRATION

AND

BALTIMORE MARINE TERMINAL ASSOCIATION

RECEIVED

'85 OCT 31 A11:02

FEDERAL MARITIME
COMMISSION
OFFICE OF THE SECRETARY

This agreement is made and entered into this 18th day of October, 1985 between the MARYLAND PORT ADMINISTRATION (hereinafter "MPA") and the members of the BALTIMORE MARINE TERMINAL ASSOCIATION (hereinafter "BMTA").

WHEREAS, the MPA is a modal entity of the Maryland State Department of Transportation, filing a Terminal Tariff at the Commission pursuant to General Order 15 thereof, and the BMTA is an association of local participating terminal operators filing a Tariff at the Commission, formed under FMC Agreement No. T-1941 dated April 19, 1966 and approved July 6, 1966 by the Federal Maritime Commission pursuant to Section 15 of the Shipping Act, 1916, which authorizes the members to take certain actions within the scope of, and in accordance with, the procedures provided for in their Agreement.

WHEREAS, the parties hereto desire to have the benefits, advantages and privileges to be derived from the formation of an agreement to confer and discuss from time to time rates, charges, practices, and matters of port-wide concern furthering transportation benefits to the Port of Baltimore as permitted under Section 5 of the Shipping Act of 1984, but in no case shall this Agreement be interpreted as creating or sanctioning joint rate-making authority; and

WHEREAS, the general interests of the shipping public at the Port of Baltimore can be more adequately served and just and reasonable terminal rates, charges, classifications, rules, regulations and practices at terminals in such port for interstate and foreign waterborne traffic can be more adequately maintained by the formation of such an Agreement;

WHEREAS, the parties to this Agreement have met for 3 years under similar circumstances pursuant to the terms set out in FMC Agreement No. T-4033 which expired on September 8, 1985 and the parties desire to continue to meet and discuss similar matters;

NOW THEREFORE, the parties hereto associate themselves into an Association to be known as "MARINE TERMINAL ASSOCIATION OF MARYLAND" (hereinafter referred to as the "Association") and agrees as follows:

1. MEMBERSHIP. The MPA, through the Maryland Port Administrator and his designees, and the BMTA are parties to this Agreement. Any party becoming a member of the BMTA shall ipso facto be a party to this Agreement, as a member of the party in which it acquired membership. The termination of a membership in the BMTA shall automatically terminate such member's participation in this Agreement.

2. PURPOSES. The parties in the Association, acting by and through their association and modal entity, may, from time to time confer, discuss and make recommendations on rates, charges, practices and other tariff matters and on matters of concern to the Baltimore marine terminal industry. Actions taken hereunder may be implemented by the parties under the procedure and within the scope of the BMTA Agreement and Tariff or the separate Tariff publication of the MPA. The parties in the Association are not authorized, in connection with any activities under consideration pursuant to this Agreement, to take any action which should be taken separately by said parties acting pursuant to the BMTA Agreement and Tariff and/or under the separate Tariff of the MPA. This Agreement shall not confer rate-making or joint or multi-tariff issuance authority upon the parties nor shall any action taken pursuant to this Agreement be binding upon said parties.

3. MEETINGS.

(a) Meetings of the members of the Association may be called by the Chairman at his discretion at least four (4) times in the calendar year commencing on the date of approval of this Agreement, or upon the written request of the parties.

The time, place and purpose of any meeting shall be set forth in the notice which shall be mailed to the parties not less than one (1) week before the date of the meeting, and no business, other than that for which the meeting is called, shall be transacted; provided, however, if the parties are present or unanimously agree, in person or by proxy, any other matters within the scope of the Agreement may be considered at such meeting.

(b) The Chairman, at his own discretion may or upon the written request of any party shall, call a meeting by correspondence, and the Chairman shall fix the date thereof. A notice of call of any meeting by correspondence shall be given by the Secretary in writing by mail to each party and shall be postmarked not less than ten (10) days prior to the date for any such meeting by correspondence, which notice shall state the manner of call of and the dates fixed for the meeting by correspondence and contain the subject or subjects to be considered at such meeting.

4. OFFICERS. The parties annually on the date of the approval of this Agreement shall designate a Chairman to preside over all meetings, a Vice-Chairman to act in the absence of the Chairman, and a Secretary, who shall keep a minute record of the proceedings of all meetings and a record of all discussions taken, and shall perform such duties as may be requested of him by the Chairman. The Chairman shall be a representative of one of the parties, and the Vice-Chairman shall be a representative of the other party. Offices shall alternate between the parties. Copies of the minute records and any other exchanged material shall be furnished by the Secretary to the Federal Maritime Commission and to each party.

5. COMMITTEES. The Chairman may appoint such committees as may, from time to time, be necessary, and such committees may meet from time to time as may be necessary to accomplish their assignments. At meetings held by these committees, the Chairman, the Vice-Chairman, and the Secretary shall be entitled to participate ex officio.

6. QUORUM. A quorum at any meeting, or at any committee, shall consist of representatives of not less than one-half of the members of the BMTA and two representatives of the MPA.

7. EXPENSES. The parties shall bear the expense of its own representatives while attending any meeting held under the provisions of this Agreement. Other expenses incidental to routine operations pursuant to this Agreement shall be apportioned equally among the parties; it being mutually understood and agreed that expenses other than routine expenses can be contracted only by the separate agreement of the parties.

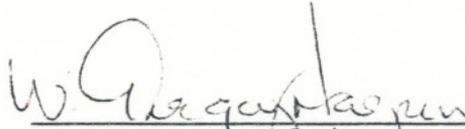
8. AMENDMENT. This Agreement may be amended at any meeting by joint agreement of the parties. Any proposal to amend this Agreement shall be submitted in writing.

9. EFFECTIVE DATE. This Agreement, and any amendments thereto, shall become effective when, and not before, it has been approved by the Federal Maritime Commission. This Agreement shall remain in effect until the ninetieth day after a party shall have given to the other sole remaining party and to the Commission notice of termination and on the said ninetieth day of this Agreement shall terminate and come to an end. This Agreement shall remain in effect for a period of three years from the date of its approval by the Federal Maritime Commission, or where notice is given prior to this three year period, or until the ninetieth day after a party shall have given to the other sole remaining party and to the Commission notice of termination and on the said ninetieth day this Agreement shall terminate and come to an end.*

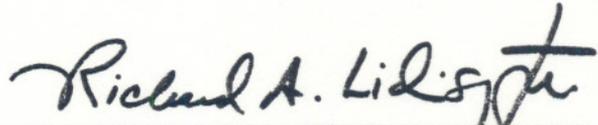
IN WITNESS WHEREOF, this Agreement is executed and filed by authority of, and on behalf of, the following members of the respective parties:

*This sentence was inserted pursuant to the order of conditional approval by the Federal Maritime Commission on September 9, 1982.

MARYLAND PORT ADMINISTRATION



W. Gregory Halpin
Port Administrator



Richard A. Lidinsky, Jr.
Director of Tariffs and
National Port Affairs



David K. Tasic
Director of Port Sales & Marketing



Wayne Huller
Director of Terminal Operations

October 18, 1985
Date

Maryland Port Administration
World Trade Center Baltimore
Baltimore, Maryland 21202
301-659-4480

BALTIMORE MARINE TERMINAL ASSOCIATION

Ceres Corporation

Clark Maryland Terminals, Inc.

I.T.O. Corporation of Baltimore

Maersk Container Service Co., Inc.

Maher Terminals, Inc.

Ramsay, Scarlett & Co., Inc.

A. Wypler

Captain Arthur Wypler
President

Walter F. Curran
Secretary

October 18, 1985
Date

Baltimore Marine Terminal
Association
929 N. Howard Street
Baltimore, MD 21201
301-727-7498