

MASSACHUSETTS PORT AUTHORITY  
MINUTES OF THE MEETING HELD ON  
APRIL 25, 2019 AT 9:00 A.M.  
ONE HARBORSIDE DRIVE, EAST BOSTON, MA

The meeting of the Members of the Massachusetts Port Authority was held at One Harborside Drive, East Boston, Massachusetts on April 25, 2019. Chairman Lewis G. Evangelidis presided. Patricia A. Jacobs, John A. Nucci, Sean M. O'Brien, Stephanie L. Pollack, Laura Sen, John P. Prankevicius, Acting Chief Executive Officer/Executive Director, Reed Passafaro, Acting Chief of Staff, Catherine McDonald, Chief Legal Counsel, Anna M. Tenaglia, Acting Director of Administration and Finance and Secretary-Treasurer, Edward C. Freni, Director of Aviation, Houssam H. Sleiman, Director, Capital Programs & Environmental Affairs, Andrew Hargens, Chief Development Officer, Alaina Coppola, Director, Community Relations and Government Affairs, Hank Shaw, Chief Security Officer, Lisa Wieland, Port Director, and Michael A. Grieco, Assistant Secretary-Treasurer were in attendance.

The meeting commenced at 9:00 A.M.

Strategic Plan Implementation

Public Comment on Ground Transportation Plan

State Senator Joseph Boncore, State Senator Nick Collins, and State Representative Adrian Madaro each spoke in favor of fully adopting the Logan Ground Transportation Plan (the "Plan") to move TNC pickups and drop-offs to the Central Garage. Sassy Outwater-Wright from the Massachusetts Association for the Blind and Visually Impaired, Chris Dempsey from Transportation for Massachusetts, Bradley Campbell from the Conservation Law Foundation, Lizzi Weyant from the Metropolitan Area Planning Council, Joseph Barr from the City of Cambridge, and Bill Henning from the Boston Center for Independent Living all spoke in favor of the Plan. Mr. Felipe Martinez from the Boston Independent Driver's Guild offered to start an informational dialogue between his organization and the Authority. Rich Morin of the Transportation Committee of the Bay State Counsel of the Blind provided a written statement in favor of the establishment of a Task Force to advise the Authority on the ingress and egress of people with disabilities.

Logan Ground Transportation Strategy

Mr. Prankevicius provided information on the Ground Transportation Plan (the “Plan”) to double HOV ridership and to decrease TNC deadheading by thirty percent resulting in a reduction in roadway congestion at Logan and in the surrounding communities, on the customer feedback the Authority received on the Plan, on adding a \$3.25 TNC drop-off fee and a discounted \$1.50 shared ride fee, on a Compromise Plan permitting TNC drop-off at the lower level arrivals curb from 4:00 A.M. to 10:00 A.M., on the Central Garage customer service amenities to be available at the TNC pickup and drop-off areas, on continuing to accommodate passengers with disabilities at the terminal curbs, and on the enhancement of Logan public safety enforcement with the Plan. After a discussion among the Members regarding the elements of both the Plan and the Compromise Plan resulting from customer feedback, there was consensus among the Members that there be a monthly Board Meeting update on the status of the Compromise Plan, including the number of deadheads, to be followed by a six month review of the Compromise Plan including the reduction in deadheads achieved.

Logan Transportation Network Company (TNC) Trip Fee

Upon a motion duly made and seconded, it was

VOTED:

WHEREAS, an *Act Regulating Transportation Network Companies* (the “Act”) was enacted by the Massachusetts Legislature and signed into law on August 5, 2016, with an effective date of November 3, 2016; and

WHEREAS, on October 20, 2016, the Board adopted Transportation Network Company (“TNC”) Rules and Trip Rates for TNCs operating at Boston Logan International Airport (the “Airport”); and

WHEREAS, on January 15, 2017, the Board amended the TNC Trip Rate to \$3.25 per vehicle pick-up at the Airport; and

WHEREAS, on February 1, 2017, TNCs began authorized pick-up operations at the Airport; and

WHEREAS, staff recommends that the Board amend the TNC Trip Rate with respect to TNC operations at Logan Airport.

NOW, THEREFORE, BE IT RESOLVED:

The TNC Trip Rate is hereby amended, effective on or about October 1, 2019:

TNC pick-up per vehicle at Logan Airport: \$3.25

TNC drop-off per vehicle at Logan Airport: \$3.25

TNC Shared Ride per party for pick-up and drop-off at Logan Airport: \$1.50

This Vote supercedes the January 15, 2017 Vote related to TNC Rates.

Staff shall provide the Board with monthly reports on TNC operations and shall conduct a six month review for presentation to the Board.

The Chief Executive Officer and Executive Director, the Director of Administration & Finance, the Assistant Secretary-Treasurer, the Director of Aviation, and the Chief Legal Counsel (or any such officer serving in such position in an “acting capacity”), each acting singly (each, an “Authorized Officer”) or their designees, are hereby authorized and directed to do all acts and things and to negotiate, execute and deliver any and all agreements, documents, certificates and other instruments, not inconsistent with this Vote, necessary or desirable to effectuate the transaction contemplated by this Vote.

Members Evangelidis, Jacobs, Nucci, O’Brien, Pollack, and Sen voted Yes.

#### Logan Transportation Network Company (TNC) Rules

Upon a motion duly made and seconded, it was

VOTED:

WHEREAS, an *Act Regulating Transportation Network Companies* (the “Act”) was enacted by the Massachusetts Legislature and signed into law on August 5, 2016, with an effective date of November 3, 2016; and

WHEREAS, the Act prohibits regulation of TNCs operating on Massport facilities by any other entity (municipalities and other local or state entities) other than the Authority and authorizes the Authority to promulgate rules for the safety of passengers and efficient operation of TNCs at Logan Airport; and

WHEREAS, on October 20, 2016, the Board adopted Transportation Network Company (“TNC”) Rules for TNCs operating at Boston Logan International Airport (the “Airport”); and

WHEREAS, staff recommends that the Board amend the TNC Rules which shall be incorporated into a new Ground Access Agreement between the Authority and the TNCs with respect to TNC operations at Logan Airport.

NOW, THEREFORE, BE IT RESOLVED:

- (i) The TNC Rules are hereby amended, effective on or about October 1, 2019, in the form attached hereto as Exhibit A; and
- (ii) in order to ensure smooth and efficient operations on the Airport, including its Terminal curbs, roadways and other facilities, the Chief Executive Officer and Executive Director or the Director of Aviation, or their respective designees are hereby authorized to modify or amend the TNCS Rules as they, in their discretion, deem necessary and appropriate; and
- (iii) the Chief Executive Officer and Executive Director or the Director of Aviation shall inform the Board of any material changes to the TNCS at a Meeting following implementation of such material changes; and
- (iv) The Chief Executive Officer and Executive Director, the Director of Administration & Finance, the Assistant Secretary-Treasurer, the Director of Aviation, and the Chief Legal Counsel (or any such officer serving in such position in an “acting capacity”), each acting singly (each, an “Authorized Officer”) or their designees, are hereby authorized and directed to do all acts and things and to negotiate, execute and deliver any and all agreements, documents, certificates and other instruments, not inconsistent with this Vote, necessary or desirable to effectuate the transaction contemplated by this Vote.

Members Evangelidis, Jacobs, Nucci, O’Brien, Pollack, and Sen voted Yes.

**EXHIBIT A**

**MASSACHUSETTS PORT AUTHORITY**

**TNC RULES OF OPERATION FOR LOGAN INTERNATIONAL AIRPORT**

1. For the purposes of this Exhibit to the Ground Access Transportation Agreement (the “Agreement”) between the Massachusetts Port Authority and the TNC, all definitions in the Agreement are hereby incorporated and shall have the same meaning.
2. A Transportation Network Driver (or “Driver”) may only pick up a Rider at Logan International Airport (“Logan Airport”) if he or she has received a valid Driver Certificate and/or a valid Driver Background Check certificate in compliance with M.G.L. c. 159A ½ and 220 CMR 274.00, *et. seq.*
3. All Transportation Network Drivers shall report to the TNC Pool prior to accepting a Pre-arranged Ride at Logan International Airport (“Logan Airport”) and shall use the TNC Route, except in the following instances:
  - a. A request is canceled by the Rider, in which case the Driver may accept a new Pre-Arranged Ride for a period of three (3) minutes, during which period the Driver must proceed to the nearest “Passenger Pick-Up Area”;
  - b. The Driver is picking up an additional Rider as part of a Shared Ride, as authorized by the Authority and as set forth in the Agreement;
  - c. The Driver is making a Permitted Rematch as authorized by the Authority and as set forth in the Agreement.
4. A Transportation Network Driver shall maintain an open TNC application, whereby the TNC driver is logged into the App and available to accept Pre-Arranged Rides, on a smartphone or comparable device at all times while at Logan Airport except in the case where a Transportation Network Driver has dropped off a rider, logged off the TNC App and is immediately exiting the Airport. A Transportation Network Driver must show such application to State Police, the Ground Transportation Unit of the Massachusetts Port Authority (the “Authority”), any other authorized law enforcement agent upon request, or other authorized units or agents of the Authority.
5. TNC Driver shall not hold or otherwise monitor the TNC App for another Driver.
6. Upon request by State Police, the Ground Transportation Unit, or another authorized law enforcement agent, a Transportation Network Driver must provide a valid Division-issued Driver Certificate, Background Check Clearance Certificate, driver’s license and proof of adequate insurance as required by the Authority.
7. A Transportation Network Driver shall not solicit, accept, arrange or provide transportation in a manner other than via the TNC application, including but not limited to acting as a dispatch for other TNC Drivers. Cruising is strictly prohibited.

8. A Transportation Network Driver shall not impede traffic flow in and out of Logan Airport, on Logan Airport roadways, at pick-up or drop off areas, or Logan Airport parking facilities, and shall comply with all directives from State Police, the Ground Transportation Unit, and other authorized units or agents of the Authority regarding traffic flow.
9. A TNC shall provide instructions specific to Logan Airport operations to Transportation Network Drivers and Riders as the Authority may require from time to time, which shall, at a minimum, include, a copy of the Authority's "TNC Rules" and other such information as the Authority may require. A TNC shall require that any Transportation Network Driver picking up Riders provide it with an in App or written acknowledgement that the Driver has received, and confirmed the Driver's understanding of, a current copy of the Authority's TNC Rules. The TNC shall provide, at the Authority's request, copies of written acknowledgements.
10. Upon notification to the TNC from the Authority that the Transportation Network Driver designated waiting area is full, or that Logan Airport has otherwise reached capacity with respect to Transportation Network Drivers, the TNC shall inform its Drivers that they shall not enter Logan Airport for the purposes of picking up Riders for a specified period and/or until further notice.
11. The TNC shall pay a Trip Fee, as established by the Authority from time to time.
12. The TNC shall provide the Authority with direct contact information for one or more senior TNC staff member(s) who will be available to the Authority on a 24-hour, seven (7) day a week, basis who shall respond immediately to alerts, emergency notifications, or immediate operational changes being implemented by the Authority with respect to Transportation Network Driver operation at Logan Airport. The TNC shall also provide direct access to designated Law Enforcement Response Team.
13. Failure of a TNC or its Drivers to comply with the Authority's TNC Rules may result in the assessment of liquidated damages against the TNC and fines against the Drivers, as set forth in Exhibit A-1, in addition to the Authority's exercise of any and all other remedies that are otherwise available to it under existing law.
14. The TNC shall pay to the Authority the liquidated damages amount as set forth in Exhibit A-1 issued to it or to any of its Drivers within thirty (30) days of the notice.
15. A TNC or Driver, as applicable, shall at all times:
  - a. Carry on his or her person a Division-issued Driver Certificate or Background Check Clearance Certificate and provide a copy, when requested by Rider or law enforcement officer including Ground Transportation Unit.
  - b. Operate with Trade Dress.
  - c. Operate with a Ground Access Transportation Agreement between the Massachusetts Port Authority and the TNC.
  - d. Report to the designated TNC Pool.
  - e. Follow the designated TNC Route.

- f. Pick up/ Drop off Riders only at the Passenger Pick Up Area/ Drop off Area.
  - g. Remain inside his or her vehicle unless otherwise authorized.
  - h. Engage solely in authorized services (no Cruising or street hails).
  - i. Comply with the Transportation Network Geofence.
  - j. Comply with reporting requirements.
  - k. Maintain an adequate TNC deposit amount.
  - l. Operate with proof of adequate RMV Transportation Network Vehicle inspection as required by applicable law, and meet applicable inspection requirements.
  - m. Conduct themselves professionally, (no disorderly, obscene, threatening, indecent, violent, or unlawful acts or threatening any person at Logan Airport).
  - n. Refrain from committing an act that is likely to endanger any person or property at Logan Airport.
  - o. Comply with applicable law, Rule, regulation or any provision of the Ground Access Transportation Agreement by and between Massachusetts Port Authority and the TNC.
  - p. Provide a valid driver's license to the Ground Transportation Unit agent, Massachusetts State Police, or other authorized law enforcement agent upon request.
  - q. In accordance with Massachusetts law, not allow another individual to use or to use another individual's TNC certificate or identity to provide transportation services.
  - r. In accordance with Massachusetts Law, not hold or otherwise monitor the TNC App for another Driver.
  - s. Have the TNC App on and in TNC Driver's possession while operating on Logan Airport property except in the case where a TNC Driver has dropped off a rider, logged out of the App and is immediately exiting the Airport.
  - t. Keep personal belongings inside of vehicle.
16. The Authority, taking into account the seriousness of any one offense, or the commission of a combination of offenses, may request that the TNC revoke a Transportation Network Driver's privileges to accept Pre-arranged Rides at Logan Airport, and upon such a request, the TNC shall immediately revoke such Driver's access to Logan Airport.
17. Violations of the TNC Rules may be subject to other penalties and actions under federal, state, and local laws, including criminal Trespass.

**EXHIBIT A-1**

**TNC Driver Assessments and TNC Company Liquidated Damages**

<b>VIOLATION</b>	<b>Driver</b>	<b>TNC</b>
Picking-up Rider without Driver Certificate or Background Check Clearance Certificate	\$500	\$500
Operating without approved Trade Dress	\$200	\$200
Failure to report to designated TNC Pool	\$100	\$100
Failure to follow designated TNC route	\$100	\$100
Picking up/Dropping off Riders outside Passenger Pick-up/Drop-off Area	\$200	\$200
Standing outside vehicle	\$100	\$100
Failure to remain in vehicle at all times	\$150	\$150
Failure to have TNC App on and in TNC Driver's possession while operating on Logan Airport property	\$150	\$150
Failure to keep personal belongings inside of vehicle	\$150	\$150
Failure to leave the passenger-pick up location within the designated time when no Rematch is accepted	\$150	\$150
Unauthorized solicitation	\$150	\$150
Operating without proof of inspection	\$500	\$500
Committing disorderly, obscene, threatening, indecent, violent or unlawful act, or threats at Logan	\$500	\$500
Committing any act likely to endanger person / property at Logan Airport	\$500	\$500
Failure to comply with Laws, Rules or Ground Access Agreement	\$500	\$500
Failure to provide a valid driver's license to Ground Transportation agent, Massachusetts State Police or other authorized law enforcement agent	\$150	\$150
Allowing another to use or using another's TNC certificate or identity to provide transportation services	\$500	\$500



Holding or otherwise monitoring the TNC App for another Driver.	\$150	\$150
Operating without a Ground Access Agreement	N/A	\$500
Failure to comply with Geofence	N/A	\$500
Failure to comply with Reporting Requirements	N/A	\$500
Failure to maintain adequate TNC deposit	N/A	\$500
Failure to provide proof of TNC Permit	N/A	\$500

**EXHIBIT A-2**  
**M.G.L. c. 159A½ Offenses**

<b><u>Violation</u></b>	<b><u>Fine/Penalty</u></b>
Failure to apply TNC decal to vehicle	<b>Driver Violation</b> –M.G.L. c. 90C civil infraction and fine  <b>TNC Violation</b> -- \$500 fine
Failure to provide proof of TNC Permit, Driver Certificate and or Background Check Clearance Certificate	<b>Driver Violation</b> —M.G.L. c. 90C civil infraction and fine \$100 (1 <sup>st</sup> offense), \$500 (2 <sup>nd</sup> offense), \$1,000 (3 <sup>rd</sup> and subsequent offenses)  <b>TNC Violation</b> --\$500 fine and / or suspension/ revocation by Department of Public Utilities
Driver knowingly or willfully allows another individual to use the driver’s Certificate or identity or driver uses Certificate belonging to another individual.	<b>Driver Violation</b> --\$500 fine(1 <sup>st</sup> offense), \$750 (2 <sup>nd</sup> offense), \$1,000 fine and or imprisonment (3 <sup>rd</sup> and subsequent offenses)
Failure to meet car inspection requirements	<b>Driver Violation</b> —M.G.L. c. 90C civil infraction and fine  <b>TNC Violation</b> --\$500 fine
Unauthorized solicitation (providing Rides that are not Pre-arranged through Digital Network).	<b>Driver Violation</b> —M.G.L. c. 90C civil infraction and \$500 fine

### Public Comment

Mr. Ibtissem Lamri, FSS wheelchair agent, spoke about FSS not having enough agents for the number of arriving passengers resulting in agents sometimes having to push two passengers in wheelchairs at the same time, and she expressed fear that she could be fired for her comments. Ms. Badra Belouazani, FSS wheelchair agent, also spoke about the need for more FSS wheelchair agents in Terminal C. Mr. Andarge Nuguse, FSS wheelchair agent, spoke about the need for more FSS wheelchair agents in Terminal E. Mr. Dan Nicolai from 32 BJ SEIU commented on the additional Logan workers downstairs who came to support the FSS wheelchair agents, and, also, expressed his hope that there will not be any intimidation or retaliation for FSS employees coming to an Authority Board Meeting. Ms. Mulunesh Teklewold, a former FSS employee, stated that she was terminated from FSS. Mr. Jonathan Goodell from Faith and Solidarity spoke in support of the FSS workers. Mr. Philip Armstrong, Chief Operating Officer at FSS, spoke about his company and some of the current shift openings at Logan. The Members, along with Mr. Prankevicius, expressed their strong dissatisfaction with the existing employment situation between FSS employees and FSS management at Logan, specifically regarding the employment issues that have been brought to the attention of the Board by FSS employees. The Members noted that the current employment situation is not acceptable and needs to be addressed without any retaliation against employees.

### Ratification and approval of the minutes of the March 21, 2019 board meeting

Upon a motion duly made and seconded, it was

VOTED:

To ratify and approve the minutes of the March 21, 2019 Board Meeting.

Members Evangelidis, Jacobs, Nucci, O'Brien, Pollack, and Sen voted Yes.

### Chairman's Comments

#### Report of the CEO

Due to time constraint the Report of the CEO was not presented.

### Safety and Security Committee

#### Corporate Security Update

Mr. Shaw presented information on Mr. Jarret Wright his newly appointed Deputy Director, on Troop F staffing at Worcester Airport, on the addition of new firefighters for expanded or new coverage at Hanscom Field and Worcester Airport, on some training highlights, and on some next steps.

Human Resources and Compensation Committee

Chief Information Officer - Appointment

Mr. Prankevicius thanked Tom Domenico for his service as Acting Chief Information Officer since the retirement of Francis Anglin.

Upon a motion duly made and seconded, it was

VOTED:

The Authority hereby appoints Kwang Chen to the position of Chief Information Officer, level 12, effective June 11, 2019, at an annual salary within the established guidelines for that position as recommended by the Chief Human Resources Officer and approved by the Acting CEO and Executive Director. This position will report directly to the CEO and Executive Director.

Members Evangelidis, Jacobs, O'Brien, Pollack, and Sen voted Yes.

Member Nucci was out of the room.

Preliminary Screening Committee Update

Ms. Pollack noted that the Committee is in the process of interviewing the candidates identified by Isaacson, Miller and that the interviews should be completed by the end of next week.

Community Outreach Committee

Massport CAC Update

Ms. Coppola noted that at the April CAC General Meeting Professor Hansman provided a comprehensive overview of the Block 2 Procedures of the RNAV Study. Ms. Coppola also noted that the CAC unanimously moved to oppose a bill filed by Senator Walter Timilty that would add more voting numbers to the CAC.

East Boston Greenway

Mr. Prankevicius informed the Members that the Authority and the City of Boston each own portions of the East Boston Greenway (the "Greenway") and that both entities have been requested by the East Boston community to name the Greenway in honor of the late Mary Ellen Welch due to the role she played in the creation of the Greenway as well as for her long history of advocacy on behalf of the community.

Real Estate and Strategic Initiatives Committee

South Boston Residential Projects on the Market

Mr. Hargens noted the possible sale of the Park Lane Seaport Apartments and Waterside Place, two established residential projects in the Authority's South Boston real estate portfolio.

Parcel A-2 Development Agreement Execution

Mr. Hargens noted that the Parcel A-2 development agreement with BGI was executed, and he presented information on upcoming financing, diversity, and design milestones for the project.

Facilities and Construction Committee

Conley Terminal FASTLANE Grant Program, Paul W. Conley Terminal, South Boston, MA, Final Project Budget

Mr. Sleiman presented information on the status and the cost of the projects in the FASTLANE Program, and he noted that forty-two million dollars of the total project cost is funded from a federal FASTLANE grant.

Upon a motion duly made and seconded, it was

VOTED:

To authorize the Chief Executive Officer/Executive Director, Director of Administration & Finance and Secretary-Treasurer, or Assistant Secretary-Treasurer (or any such officer serving in such position in an "acting" capacity), each acting singly, (each, an "Authorized Officer") to take all actions necessary or desirable and to execute all agreements necessary or desirable in order to continue with and complete the Authority's Capital Project known as the Conley Terminal FASTLANE Grant Program (MPA M524, M555, M553, M495, M542, M567, M569, M249, M558, and M560) subject to the following conditions: funds expended for the Conley Terminal FASTLANE Grant Program Capital Project shall not exceed \$102,891,453.00 (the "Approved Final Budget"), as shown on the Financial Summary presented at the Board Meeting on April 25, 2019; the Director of Capital Programs and Environmental Affairs shall report back to the Board if at any time during the life of the Project it appears likely that the Project will exceed the Approved Final Budget; and the Director of Capital Programs and Environmental Affairs also shall report any material changes to the scope of work for the Capital Project as described in the backup materials presented at the Board Meeting on April 25, 2019. The Chief Executive Officer/Executive Director, shall obtain all necessary permits and approvals and shall conduct all required environmental reviews prior to the execution of any agreement or to the commencement of any action all as may be required by law. Any agreement arising out of this vote shall contain such other terms and conditions as the person executing in accordance with this vote deems necessary or desirable.

Members Evangelidis, Jacobs, Nucci, O'Brien, Pollack, and Sen voted Yes.

Audit and Finance Committee

Due to time constraints, Hanscom Field Airport Presentation was not discussed.

Assent Agenda

Mediterranean Shipping Company (MSC) Terminal Services Contract

Upon a motion duly made and seconded, it was

VOTED:

- (i) The Port Director and the Chief Legal Counsel, or their respective designees, are hereby authorized to negotiate, and the Chief Executive Officer, the Director of Administration and Finance and Secretary-Treasurer and Assistant Secretary-Treasurer (or any such officer serving in an “acting” capacity), each acting singly (each an “Authorized Officer”) are hereby authorized to execute and deliver on behalf of the Authority, and to take all actions necessary or desirable to enter into, execute and deliver a Terminal Services Agreement and/or a Tariff Rates Agreement (the “Agreement”) with Mediterranean Shipping Company S.A. and any of its subsidiaries (collectively, “MSC”), whereby the Authority would provide terminal services to the MSC’s cargo containers and vessels at the Paul W. Conley Marine Terminal (“Conley Terminal”) in South Boston; and
- (ii) The Agreement shall be for a term of approximately 5 1/2 years, effective as of April 1, 2019 and expiring on September 30, 2024, with container handling terms, rates and charges for terminal services provided by the Authority for MSC to be the same as set forth in the Exhibit 1 attached to this Vote, and those set forth in Container Tariff No.1 (a/k/a the Conley Terminal Tariff, as said Tariff may from time to time be amended). In the event of a conflict, the rates set forth in Exhibit 1 shall supersede those set forth in Container Tariff No.1. The Agreement shall contain such other terms and conditions not inconsistent with this Vote as the Authorized Officer executing such agreement(s) may determine are necessary or desirable; and
- (iii) Each Authorized Officer is further authorized to execute and deliver on behalf of the Authority any and all other related documents, certificates, instruments or agreements, and to take any other actions deemed necessary or desirable to effectuate the Agreement. Any such other related documents, certificates, instruments and agreements arising out of this Vote shall contain such other terms and conditions as the Authorized Officer deems necessary or desirable.

Members Evangelidis, Jacobs, Nucci, O’Brien, Pollack, and Sen voted Yes.

**EXHIBIT 1**

**Marine Terminal Services Agreement  
dated as of April 1, 2019 (the "Services Agreement")  
between  
Massachusetts Port Authority ("AUTHORITY")  
and  
Mediterranean Shipping Company ("CARRIER")**

**CARGO HANDLING RATES AND SERVICES**

**SECTION 1: STEVEDORING AND TERMINAL SERVICES**

1.1 Subject to the terms of the Services Agreement, the AUTHORITY shall provide the following stevedoring and terminal services for CARRIER at the rates set forth in Section 3 of this Exhibit and Schedule A attached hereto and incorporated herein by reference:

- (a) Container gantry cranes as available;
- (b) Labor, yard hustlers and equipment to transport containers;
- (c) Labor and supervision to perform stevedoring operations;
- (d) Clerks to perform clerical functions;
- (e) The stowage of containers solely in accordance with pre-stow instructions of CARRIER;
- (f) Prepare and furnish to CARRIER a copy of the container stowage plan and related documents reflecting cargo stowage as directed by CARRIER including container weights, refrigerated cargo, hazardous and uncontainerized cargo, and exception lists, all prior to the vessel's departure; and
- (g) Refrigerated and hazardous cargo lists (to the extent provided to the AUTHORITY) to the vessel prior to loading such cargo.

The rates on Schedule A apply to standard 20' and 40' intermodal shipping containers conforming to the terms of the Services Agreement. The base rates on Schedule A include the following Tariff rules/charges in the base per container lift rate. The carrier will not be billed the following tariff items as they are included in the base container lift rate in Schedule A:

- #029 - dockage
- #032 - wharfage
- #043 - truck loading and unloading
- #051 - EIR
- #058 - weighing of containers (exports only)

All other Tariff charges shall be billed separately.

1.2 Documentation for the Loading of Export Cargo. Tariff Sub-rule shall apply to the receipt of documentation for the loading of export cargo. CARRIER will not be subject to penalties described in Sub-rule 64, but shall make its best effort to comply with the deadlines set forth.

1.3 Supplemental Labor Charges. Straight Time and/or Overtime and/or Double Time labor charges will commence at the start time ordered by CARRIER regardless of the actual time of arrival of the vessel, such that if the vessel is late, or if after work actually begins and work is prevented through no fault of the AUTHORITY, the entire duration of all labor detention will be charged to the CARRIER at the detention rates specified in Schedule A.

The following detention charges are billable to the carrier:

- Labor Guarantee
- Oversize/Break-bulk – except for cargo on a flat rack which shall be billed flat rate as described in schedule A
- Vessel Delay
- Vessel Delay for broken pins
- Vessel Delay for Late Ship

The following detention charge shall be split between the CARRIER and the AUTHORITY at 50/50:

- Vessel at berth due to weather delay

## **SECTION 2: GATE AND YARD OPERATIONS**

2.1 Normal Terminal Operating Hours are defined as follows, Monday through Friday, except holidays as set forth in Rule 009 of the Tariff.

0700-0800	Time/half
0800-1200	Straight time
1200-1300	Time/half
1300-1700	Straight time
1700-1800	Double time
1800-2200	Time/half
2200-0700	Double time

2.2 The AUTHORITY may provide a neutral chassis pool operated by the AUTHORITY, or the AUTHORITY may allow a neutral chassis pool operated by a third party to be located either at the Terminals or at an off-Terminal facility. CARRIER may, at its sole option, use the neutral pool chassis, its own chassis, or a combination thereof. Chassis may be stored on AUTHORITY owned or operated properties at the sole discretion of the AUTHORITY. Storage, maintenance and other charges shall be assessed against CARRIER'S chassis delivered to or stored on any AUTHORITY facility at the rate specified in Sub-rule 56 of the Tariff.

## **SECTION 3: CONTAINER HANDLING RATES**

3.1 Discounted rate tiers are based on the number of moves for full boxes.

3.2 Base rates and the discounted rates are set forth in Schedule A.



**SECTION 4: PRODUCTION GUARANTEE**

4.1 The AUTHORITY will guarantee CARRIER 80 gross ops moves per hour (omph):

“Ops moves per hour” is defined as the total vessel moves/total vessel working hours (start of shift to end of lashing). “Total vessel moves” includes, without limitation, restows.

4.2 The penalty to be credited by the AUTHORITY to CARRIER will result from not meeting the target berth production as set forth in Section 4.1 above. The penalty assessed will be \$2,000 US per hour for each vessel hour (pro-rated for partial hours) incurred beyond the applicable target ops production number.

Penalty hours will be calculated as: (total vessel working hours) minus (total moves/target berth production)

4.3 An incentive will be paid by CARRIER to the AUTHORITY for each hour which is saved beyond a target berth production number of 90. The incentive will be \$1,000 US per hour (pro-rated for partial hours).

4.4 Target ops production is subject to crane intensity and stowage factors beyond the AUTHORITY’S control. The calculation of any discounts or bonuses shall be determined by the AUTHORITY in its sole discretion based on the AUTHORITY’S documentation of the berth production activities on each vessel and factors beyond the AUTHORITY’S control. All documentation used in the calculation of discounts shall be provided to the CARRIER. Crane intensity shall be understood as the number of cranes put to work on a certain vessel as driven by, but not limited to the number of container moves and subsequent crane sequence allowing max number of cranes with an even work distribution. Stowage factors should be understood as the reasonable arrangement of containers on a vessel such that maximum productivity levels could be reached. Stowage factors include, but are not limited to: distribution of working bays fore/aft, the efficient distribution of containers within each bay, the proper orientation and stowage of such containers and the effective condition of vessel gear to allow for efficient movements.

4.5 The Authority will make reasonable efforts to accommodate CARRIER’S requested gang and crane splits.

4.6 The penalty to be paid by the AUTHORITY under this Section is CARRIER’S sole remedy for a breach of the production guarantee.

**SECTION 5: STARTING TIMES**

1) Posting Time

A) By 1600 7 days a week, the day before, for ALL morning and afternoon starts

B) By 0900 7 days a week, the same day, for ALL evening starts (1800 and later)

2) Vessel Non-Arrivals/Verified Crane Breakdown Guarantees:

Start Time	Minimum Guarantee	Weekday Hourly Rate	Weekends/Holidays Hourly Rate
0600	6 hours	1dbl/1ot/4st	2dbl/4ot
0700	5 hours	1ot/4st	1dbl/4ot
0800	4 hours	4st	4ot
0900	5 hours	3st/1ot/1st	3ot/1dbl/1ot
1000	5 hours	2st/1ot/2st	3ot/1dbl/2ot
1100	5 hours	1st/1ot/3st	1ot/1dbl/3ot
1200	5 hours	1ot/4st	1dbl/4ot
1300*	4 hours	4st	4ot
1400	5 hours	3st/1dbl/1ot	3ot/2dbl
1500	7 hours	2st/1dbl/4ot	2ot/5dbl
1600	5 hours	1 <sup>st</sup> /1dbl/3ot	1ot/4dbl
1700	5 hours	1dbl/4ot	5dbl
1800	6 hours	4ot/2dbl	4ot/2dbl
1900	6 hours	3ot/3dbl	3ot/3dbl
2000	6 hours	2ot/4dbl	2ot/4dbl
2100	6 hours	1ot/5dbl	1ot/5dbl
2200	4 hours	4dbl	4dbl
2300	TBD		
0000	TBD		

\*1300 start can break for supper or come back next day

3) Production Incentive Guarantee (Posted)

- A. Determined by actual container move count divided by contract rate
- B. Re-calculate and adjust posted hours when work added to gang
- C. Any gang can be let go once they reach posted guarantee
- D. No gang "owns" the vessel
- E. The steamship line (ocean carrier) will be responsible for paying this guarantee.
- F. OT + DT differentials will be calculated based on actual performance.

**SCHEDULE A**

**Marine Terminal Services Agreement between  
 Massachusetts Port Authority (“AUTHORITY”)  
 and  
 Mediterranean Shipping Company (“CARRIER”)**

<b>Category</b>	<b>Effective</b>	<b>Effective</b>	<b>Effective</b>	<b>Effective</b>	<b>Effective</b>	<b>Effective</b>
<b>Contract Term</b>	4/1/19 – 9/30/19	10/1/19 - 9/30/20	10/1/20 - 9/30/21	10/1/21 - 9/30/22	10/1/22 - 9/30/23	10/1/23 - 9/30/24
<b>Percentage of Increase</b>	2.25%	2.25%	2.25%	2.25%	2.25%	2.25%
<b>Container Handling</b>						
Lift Rate Full, per Unit 0 - 41,600 year/ 0-800 per week	\$283.58	\$289.96	\$296.48	\$303.15	\$309.97	\$316.95
Lift Rate Full, per Unit 41,601 - 57,200 year/ 801 - 1,100 per week	\$278.58	\$284.96	\$291.48	\$298.15	\$304.97	\$311.95
Lift Rate Full, per Unit 57,200 - 72,800 year/ 1,100 - 1,400 per week	\$273.58	\$279.96	\$286.48	\$293.15	\$299.97	\$306.95
Lift Rate Full, per Unit 72,801 - 93,600 year/ 1,401 - 1,800 per week	\$271.58	\$277.96	\$284.48	\$291.15	\$297.97	\$304.95
Lift Rate Mty, per unit	\$217.75	\$222.65	\$227.66	\$232.79	\$238.02	\$243.38
Restow, per Unit	\$109.76	\$112.23	\$114.75	\$117.33	\$119.97	\$122.67
OOG (on flat rack only)	\$347.28	\$355.09	\$363.08	\$371.25	\$379.60	\$388.15
Shifts, per Unit	none	none	none	none	none	none
OT Differential per unit	\$66.09	\$67.58	\$69.10	\$70.65	\$72.24	\$73.87
DT Differential per unit	\$89.22	\$91.23	\$93.28	\$95.38	\$97.53	\$99.72
Transshipment Full, per move	not applicable	not applicable	not applicable	not applicable	not applicable	not applicable
Transshipment Mty, per move	not applicable	not applicable	not applicable	not applicable	not applicable	not applicable
Handling hatch covers, each	included	included	included	included	included	included
Reefer Plug/Unplug, per unit	\$102.90	\$105.22	\$107.59	\$110.01	\$112.48	\$115.01



**Schedule B – Inclusions/Exclusions**

<b>SUMMARY OF RATE INCLUSIONS/EXCLUSIONS</b>	<b>INCLUDED</b>	<b>SUBJECT TO ADD'L CHARGE</b>
<b>STEVEDORING</b>		
Longshore and Clerks Hours (S.T. hours only)	X	
Clerks/Checkers (S.T. hours only – excludes guarantee)	X	
Supervision	X	
Equipment Including Gantry Cranes	X	
<b>STANDBY and DETENTION</b>		
Standby for Vessel – Late/Non-Arrival		X
Standby for Weather Alongside Berth		X (50/50)
Standby for Terminal Operator's Equipment (including cranes)	X	
Standby for Vessel Gear		X
Standby for Health and Safety /Labor Disputes	X	
Standby to for Safety Talk	X	
Standby Awaiting Cargo Availability (caused by Shipline)		X
Standby for Gantry Crane Repair	X	
Standby Government Agencies		X
Pre & Post Operations Guarantee Charges		X
Gear/Pin Box Detention Charges	X	
Stand by for Minimum Manning / Gang to Fill	X	
Stand by for Change in Stowage (late)		X
Guarantee Time (NWP, deadtime)		X
Standby Due to Frozen Cones, Locking Cones or Lashing Equipment Improperly Installed by the Load Port		X
Crane Boom-Up	X	
<b>STEVEDORING ACTIVITES</b>		
Lashing and Unlashing – including bridge fillings and double stackers as required by vessel cargo securing manual	X	
Handling of ISO Containers	X	
Uncovering and Covering Hatches	X	
Load / Discharge Cone Bins	X	
Clean / Put Away Gear		NOT PROVIDED
Plugging and Unplugging of Reefers Onboard Vessel	X	
Covering and Uncovering Hatches (including dogging and un-dogging)	X	
Boom Up / Down Crane	X	
Transport to / from Vessel	X	
Overheight / Overwidth – providing container is handled from top with standard container crane spreader or speed loader as if overwidth		X
Overheight / Overwidth handling Requiring Emergency Gear (wires) or with Crab Gear		X

**Schedule B – Inclusions/Exclusions (Continued)**

<b>SUMMARY OF RATE INCLUSIONS/EXCLUSIONS (CONT.)</b>	<b>INCLUDED</b>	<b>SUBJECT TO ADD'L CHARGE</b>
Damaged Containers Handling Requiring Emergency Gear (wires) or with Crab Gear		X
Loose Cargo from Damaged Containers Onboard Vessel		X
Handling Breakbulk Cargo(s)		X
Handling Damaged Cargo(s)		X
<b>TERMINAL COSTS</b>		
Longshore and Clerks Hours (S.T. hours only)	X	
Supervision	X	
Insurance and Taxes	X	
Equipment	X	
Terminal Utilities Excluding Reefer Electricity	X	
Vanning and Devanning		X
Reefer Services		X
Receiving / Delivery Non-containerized Cargo(s)		X
Maintenance and Repair Services		X
Overtime Receiving / Delivery		X
<b>TERMINAL ACTIVITIES</b>		
Receiving / Delivery of All Moves Related to Throughput (S.T.)	X	
Extra Mount / Dismount (container handling outside of TPR)		X
Receive and Deliver Non Containerized Cargo		X
Receive and Deliver Break Bulk Cargo (clerking only )	X	
Receive and Deliver OOG		X
Paperwork	X	
Labor Related Taxes and Insurance	X	
Planning of Cargo for Vessel Load / Discharge	X	
Planning Layout of Containers in Yard	X	
Roadability Inspections (excluding parts)		X- NOT PROVIDED FOR CHASSIS
Extra Gate Moves Requested by Carrier (above 2.0 allowance)		X
Shifting or Grounding of Empty Containers in Yard for Carrier's Convenience		X
Flipping Containers		X
Extra Handling Requested by Carrier		X
Cargo Roll Fee /Re-nomination (per container rolled)		X
Extra Physical Inventories or Equipment for Carrier's Convenience		X
Weighing Containers at Inbound Gate	X	
Seal Verification at Inbound Gate	X	
CFS Work		X
Security	X	
Import and Export Storage / Demurrage		X
Equipment Storage Up to Free Allowance	X	
On-dock Rail (all containers mover on a FIFO basis)	N/A	N/A

**Schedule B – Inclusions/Exclusions (Continued)**

<b>SUMMARY OF RATE INCLUSIONS/EXCLUSIONS (CONT.)</b>	<b>INCLUDED</b>	<b>SUBJECT TO ADD'L CHARGE</b>
<b>TERMINAL &amp; STEVEDORE OTHER COSTS</b>		
Cost of Fuel and Electricity (for terminal operator's equipment)	X	
Power for Gantry Crane	X	
Labor Related Insurance & Taxes	X	
Man Hour Assessments	X	
Tonnage / Royalty Assessments		X
Wharfage	X	
Dockage	X	
Line Handling		X
Cargo Penalties		X
Pilots and Tugs		X
Potable Water (vessel)		X
Cost for Computer (terminal, lease line or other hardware to interface with the Carrier's computer)	X	
<b>OTHER</b>		
Standby for Backward Containers		X
Truck Loading and Unloading	X	

Motion to Enter Executive Session

Upon a motion duly made and seconded, it was

VOTED:

That the Authority enter executive session to consider the purchase, exchange, lease or value of real property, specifically regarding the Cape Air Hangar lease negotiation terms, and ground transportation strategy, since a discussion in open session may have a detrimental effect on the negotiating position of the Authority.

That the Authority enter executive session to discuss litigation strategy, specifically regarding a litigation update, since a discussion in open session may have a detrimental effect on the litigating position of the Authority.

That the Authority enter executive session to conduct strategy sessions in preparation for negotiations with nonunion personnel.

Members Evangelidis, Jacobs, Nucci, O'Brien, Pollack, and Sen voted Yes.

Mr. Evangelidis stated that the Authority will not reconvene after Executive Session.

The public session adjourned at 11:30 A.M.

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Michael A. Grieco  
Assistant Secretary-Treasurer



List of Documents and Other Exhibits Used in Public Session

1. Board Book
2. PowerPoint Presentation Slides
3. Bay State Council of the Blind Public Comment Statement Submittal
4. Channel 5 Video on Central Garage to Terminal Walk Time