

(23)

COMMONWEALTH OF MASSACHUSETTS

DUKES COUNTY, SS.

SUPERIOR COURT DEPARTMENT
CIVIL ACTION NO. DUCV2008-00051WOODS HOLE, MARTHA'S VINEYARD
AND NANTUCKET STEAMSHIP
AUTHORITY,

Plaintiff,

vs.

TISBURY TOWING &
TRANSPORTATION CO., INC. and
RALPH M. PACKER, JR.,

Defendants.

DECLARATION OF RIGHTS
AND LEGAL RELATIONS

Pursuant to M.G.L. c. 231A, § 1, and upon agreement by all of the remaining parties, the following declaration of rights and legal relations is made:

1. Defendant Tisbury Towing & Transportation, Inc.

("Defendant") and all persons acting in concert with it, are hereby enjoined and prohibited from operating a barge to carry vehicles (regardless of whether they are for rent or otherwise) between the island of Martha's Vineyard and/or Nantucket and/or the Massachusetts mainland for hire by water without a license or permission from the Woods Hole, Martha's Vineyard and Nantucket Steamship Authority (the "Steamship Authority") in writing to do so, except as allowed in the following paragraph.

2. The Steamship Authority acknowledges and accepts that:

(a) Defendant historically has carried by barge for hire by water between the islands of Martha's Vineyard and/or Nantucket and/or the Massachusetts mainland cranes and other large construction equipment that cannot reasonably be carried on the Steamship Authority's vessels because of their size; modular homes; petroleum in bulk; other bulk, break-bulk and containerized cargoes; and vehicles carried in connection with and incidental to the carriage of the same and used for their continued transport once they are unloaded from the barge;

(b) Defendant does not require a license or permission from the Steamship Authority in writing to continue to carry the same types of cargos and incidental vehicles described in sub-paragraph 2(a) above that Defendant has carried in the past; and

(c) Nothing in this Declaration of Rights and Legal Relations or otherwise shall be construed as limiting or interfering with Defendant's right, now or in the future, to carry the same types of cargos and incidental vehicles described in sub-paragraph 2(a) above that Defendant has carried in the past.

Continued on the following page

By the Court:

Dated: 9 May 2011

Refo, J.
JES R. Cbk.

Agreed to and Accepted by:

WOODS HOLE, MARTHA'S VINEYARD
AND NANTUCKET STEAMSHIP
AUTHORITY, Plaintiff

By its attorney,

RH
Ronald H. Rappaport
BBO No. 412260
Reynolds, Rappaport, Kaplan
& Hackney, LLC
106 Cooke Street
P.O. Box 2540
Edgartown, MA 02539
Tel. (508) 627-3711

By its General Manager:

W.C.L.
Wayne C. Lamson
Woods Hole, Martha's Vineyard
& Nantucket Steamship Authority
P.O. Box 284
Woods Hole, MA 02543.

TISBURY TOWING &
TRANSPORTATION CO., INC.,
Defendant

By its attorney,

BF
Bradley F. Gandrup, Jr.
BBO No. 549794
180 South Main Street
Providence, RI 02903
Tel. (401) 861-8200
Fax (401) 861-8210

By its Secretary:

Dorothy P. Packer
Dorothy P. Packer April 28, 2011
Tisbury Towing &
Transportation Co., Inc.
P.O. Box 308
Tisbury, MA 02568