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BEFORE THE
FEDERAL MARITIME COMMISSION

NO. 224-201068

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OFFICE OF THE SECRETARY
FEDERAL MARITIME COMM

MARINE TERMINAL OPERATORS OF NEW ORLEANS
DISCUSSION AGREEMENT



January 28, 1999

Marine Terminal Operators of New Orleans Discussion Agreement
F.M.C. No. _____

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ARTICLE I

FULL NAME OF THE AGREEMENT

The Agreement established hereby shall be entitled the "Marine Terminal Operators of New Orleans Discussion Agreement."

ARTICLE II

PURPOSE OF THE AGREEMENT

It is the purpose of this Agreement to enable the signatory marine terminal operators hereto, as well as those subsequently joining this Agreement, to meet and discuss all subjects allowable under 46 U.S.C. App. §1703, et seq, and the regulations relevant thereto; including without limitation, recommended or requested rates, charges, rules, regulations, practices, terms and conditions of service for car, truck and barge loading and unloading, as well as other marine terminal matters pertaining to the receipt, handling and/or delivery of passengers and/or cargo that involve ocean transportation in the foreign commerce of the United States at the public wharves within the geographic scope of this Agreement; and where appropriate to present recommendations and requests pertaining thereto to the owners of such public wharves.

ARTICLE III

PARTIES TO THE AGREEMENT

The current parties to this Agreement are:

Coastal Cargo Co., Inc.
1555 Poydras Street - Suite 1600
New Orleans, LA 70112

Gateway Terminal Services
P. O. Box 30220
New Orleans, LA 70190

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Empire Stevedoring (LA) Inc.
3027 Tchoupitoulas Street
New Orleans, LA 70115

I.T.O. Corporation
601 Louisiana Avenue
New Orleans, LA 70115

Maritrend, Inc.
2200 Royal Street
New Orleans, LA 70117

New Orleans Stevedoring Co.
P. O. Box 13785
New Orleans, LA 70185

New Orleans Marine Contractors, Inc.
3501 France Road
New Orleans, LA 70126

Transocean Terminal Operators, Inc.
5901 Terminal Drive
New Orleans, LA 70115

Notice of parties subscribing to or withdrawing from the Agreement will be given the Federal Maritime Commission.

ARTICLE IV

GEOGRAPHIC SCOPE OF THE AGREEMENT

The geographical limits of this Agreement shall be the public wharves of the Port of New Orleans owned by the Board of Commissioners of the Port of New Orleans (hereinafter "Dock Board") and any other public wharves on the Mississippi River, Industrial Canal and Mississippi River Gulf Outlet served by common carriers by water in the foreign commerce of the United States which may be established by the Dock Board or any other public port authority.

ARTICLE V

OVERVIEW OF AGREEMENT AUTHORITY

This Agreement shall operate under the authority of 46 U.S.C. App. §1703(b) and 46 CFR §572.201(b) wherein agreements among marine terminal operators to "(1) Discuss, fix or regulate rates or other conditions of service; and (2) Engage in exclusive, preferential or cooperative working arrangements" to the extent that their discussions involve ocean

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transportation in the foreign commerce of the United States are regulated, and 46 CFR §572.307(c) which provides exemptions for Marine Terminal Discussion Agreements to discuss “...subjects including marine terminal rates, charges, practices and conditions of service relating to the receipt, handling and/or delivery of passengers or cargo.”

ARTICLE VI

OFFICIALS OF THE AGREEMENT AND DELEGATIONS OF AUTHORITY

The marine terminal operators who are signatory to this Agreement shall elect for each meeting one of their number as Chairman, and that individual shall preside over that meeting relinquishing his/her office at the end of the meeting.

The initial Secretary of the Discussion Agreement shall be Win K. Niemand, whose address is 721 Richards Street, New Orleans, LA 70130. The Secretary shall be responsible for all administrative tasks as directed by a majority vote of the members. The Secretary shall schedule meetings upon receiving a request for a meeting, giving all members a minimum of seven days notice and distributing of a proposed meeting agenda. The Secretary will further be responsible for filing all agreements, agreement modifications, minutes and other required information with the Federal Maritime Commission and other government entities on behalf of the Marine Terminal Operators of New Orleans Discussion Agreement.

The signatories to the Discussion Agreement shall have the power by majority vote to retain the services of an administrator to collect membership fees, pay expenses and perform such other duties as may be directed by either the Secretary of the Discussion Agreement or by majority vote of the members of the Discussion Agreement. The initial administrator shall be

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MIDGULF ASSOCIATION OF STEVEDORES, INC., 721 Richards Street, New Orleans, LA.

ARTICLE VII

MEMBERSHIP, WITHDRAWAL, READMISSION AND EXPULSION

Only marine terminal operators whose business involves ocean transportation in the foreign commerce of the United States within the geographical limits of this Agreement are eligible to become parties to this Discussion Agreement. New members shall be allowed to subscribe if a majority of the current members vote in favor of their application for membership. Memberships may also be revoked by a majority vote of the current members. Any member may withdraw from the Discussion Agreement at any time by giving written notice to the Chairman or the Secretary.

ARTICLE VIII

VOTING

Each member shall designate a representative and may designate an alternate who shall be authorized to vote on its behalf on any matter coming before a meeting of the members of this Discussion Agreement. All actions taken shall be by majority vote of the members in attendance and voting. A quorum shall be a majority of the members of the Discussion Agreement. A majority of the members may agree by telephone, in writing or in person, to reach agreement on any matter by telephone poll.

ARTICLE IX

DURATION AND TERMINATION OF THE AGREEMENT

This Discussion Agreement shall not become effective until permitted by the Shipping Act of 1984, 46 U.S.C. App. §1705 et seq. This Discussion Agreement shall remain effective until cancelled by a majority vote of the subscribing members.

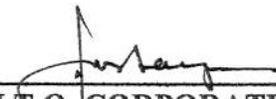
THUS DONE AND EXECUTED at New Orleans, Louisiana, this the 28th day of January, 1999.



THE BERGERON GROUP
MARITREN D, INC.



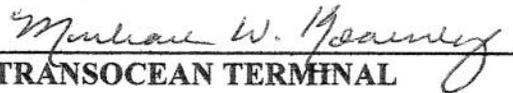
EMPIRE STEVEDORING (LA) INC.



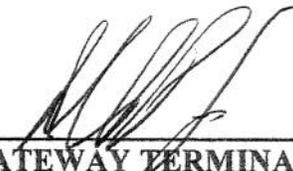
I.T.O. CORPORATION



**NEW ORLEANS MARINE
CONTRACTORS, INC.**



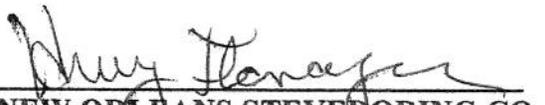
**TRANSOCEAN TERMINAL
OPERATORS, INC.**



GATEWAY TERMINAL SERVICES



COASTAL CARGO CO., INC.



NEW ORLEANS STEVEDORING CO.