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BY HAND

Ms. Cynthia T. Brown
Chief of Administration
Office of Proceedings
Surface Transportation Board
395 E Street, S.W.
Washington, D.C. 20423

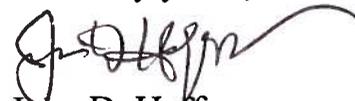
**RE: FD 35994, Jackson County Port Authority a/k/a Port of Pascagoula
Verified Petition for Declaratory Relief**

Dear Ms. Brown:

Pursuant to 49 U.S.C. §721 and 5 U.S.C. §554(e), I am submitting on behalf of the Jackson County Port Authority a/k/a Port of Pascagoula an original and ten copies of a verified Petition for Declaratory Relief.

In addition, I am enclosing a filing check for \$1400 payable to the Board and a copy of this filing on a computer disk. Please date stamp and return for our records one copy of this filing.

Sincerely yours,



John D. Heffner

cc: Mr. Mark McAndrews

FEE RECEIVED
March 3, 2016

SURFACE
TRANSPORTATION BOARD
7698540.1/SP/25309/0101/030316

FILED
March 3, 2016
SURFACE

TRANSPORTATION BOARD

**BEFORE THE
SURFACE TRANSPORTATION BOARD**

FD 35994

**JACKSON COUNTY PORT AUTHORITY
a/k/a PORT OF PASCAGOULA
VERIFIED PETITION FOR DECLARATORY RELIEF**

Submitted By:

John D. Heffner
Strasburger & Price, LLP
1025 Connecticut Avenue, N.W.
Suite 717
Washington, D.C. 20036
(202) 742-8607

Counsel for Petitioner

Dated: March 3, 2016

**BEFORE THE
SURFACE TRANSPORTATION BOARD**

FD 35994

**JACKSON COUNTY PORT AUTHORITY
a/k/a PORT OF PASCAGOULA
VERIFIED PETITION FOR DECLARATORY RELIEF**

**I.
INTRODUCTION**

Pursuant to 49 U.S.C. §721 and 5 U.S.C. §554(e), the Jackson County Port Authority also known as the Port of Pascagoula¹ petitions the Surface Transportation Board (“the Board”) to issue a declaratory order that it is not a railroad common carrier subject to the provisions of the ICC Termination Act (“the ICCTA”). The Port seeks this relief in order to avoid being regarded as a “rail carrier” in interstate commerce and subject not only to the ICCTA but to other federal railroad legislation such as the Railroad Retirement Act, the Railroad Unemployment Insurance Act, the Federal Employers’ Liability Act, and the Railway Labor Act. The Port will demonstrate through evidence and argument that it has never “held itself out” as a common carrier railroad and has never taken the steps that a prospective rail carrier would take to consummate regulatory authority granted by the Board to become a rail carrier.

¹ Hereafter “the Port.”

II. BACKGROUND

Originally established in 1957, the Port is a public agency and a political subdivision in the State of Mississippi. As relevant, it owns and operates a large port facility at Pascagoula serving ocean going vessels. Petitioner submits the verified statement of its Port Director Mark McAndrews describing in more detail the Port's services as well as providing informational material from its website.

Located on the southeastern coast of Mississippi in the City of Pascagoula, the Port offers customers a full-service deep water port with modern facilities for handling a wide variety of cargo from around the world. The Port's two harbors include a combination of public and private terminals handling in excess of 32 million tons of cargo through the channel annually. The Port is the largest seaport in Mississippi, and ranks nationally in the top 25 ports in foreign cargo volume. The Port's location is naturally advantageous to importers, exporters and carriers shipping via the Gulf of Mexico. McAndrews VS at 1-2.

The Port offers its customers rail service to all points in the Continental United States as it is served directly by a mainline of CSX Transportation ("CSX"). In addition, short line railroad Mississippi Export ("MSE") serves the Port through a reciprocal switch with CSX. MSE in turn connects at Evanston, MS, with the Canadian National Railway. McAndrews VS at 2-3.

As the attached documents indicate, the Port has two harbor facilities known respectively as East Harbor – Bayou Casotte and West Harbor – Pascagoula River. Each of these facilities enjoys rail access through a network of “private track” owned, maintained, and operated by the Port. McAndrews VS at 2. Maps illustrating this trackage and their connection to CSX are attached as Exhibits A and B.

The current matter arises as a result of two filings the Port has made in the past. In the late 1980’s it petitioned the Board’s predecessor agency, the Interstate Commerce Commission (“ICC”), for an individual exemption to permit it to construct and operate 2.5 miles of new railroad trackage to serve a new port facility to be known as Omniport Terminal that an entrepreneur was proposing to build. In 1990 the ICC granted the Port’s petition authorizing the proposed new rail line;² however, the line was never constructed because of Omniport Terminal’s financial difficulties.

Subsequently, about 11 years later, the Port explored the idea of taking over terminal switching at Pascagoula from CSX. In furtherance of that goal it filed a notice of exemption with the Board to permit it to provide rail service as a common carrier at both the Bayou Casotte and Pascagoula River terminal facilities. The

² *Jackson County Port Authority – Construction Exemption – Pascagoula, MS*, FD 31536 (ICC served Aug. 21, 1990).

Board duly served a notice of exemption granting the Port's request.³ Nevertheless, in the ensuing years, the Port has taken no action to consummate the authority that the Board granted.

Recent events have caused the Port to lose interest in becoming a railroad common carrier. First, the Port is satisfied with the local rail service presently provided by both CSX and MSE (through CSX reciprocal switch) and, it has become increasingly concerned that common carrier status could expose it to potential liability under the various railroad statutes identified at page 2.

McAndrews VS at 2-3. The Port asserts that it has never consummated the operating authority granted by the ICC and the Board and seeks confirmation that is not a "rail carrier" under the ICCTA.

III. ARGUMENT

The Port asserts that the question posed - whether or not it became a railroad common carrier subject to the ICCTA and other federal laws applicable to railroads - is one worthy of Board attention to resolve uncertainty. Under 5 U.S.C. §554(e) and 49 U.S.C. §1321, the Board may issue a declaratory order to remove uncertainty. *See, Petition of Norfolk Southern Railway Company For Expedited Declaratory Order*, FD 35949 (STB served Feb. 25, 2016) and cases cited therein.

³ *Jackson County Port Authority Railroad-Operation Exemption-Jackson County Port Authority*, FD 34134 (STB served Dec. 5, 2001).

With the recent growth of intermodal railroad service, there are many similarly situated entities that provide transportation services including railroad service that wish to clarify their status under the law. Accordingly, it would be most appropriate for the Board to use its discretion to provide the public with advice on this issue.

As a threshold matter, the ICC and the Board have consistently held that operating authority is *permissive*. An entity which has been authorized by the agency to construct, acquire, or operate railroad lines or facilities may or may not consummate that authority at its discretion. *MVC Transportation, LLC – Acquisition Exemption – P&LE Properties, Inc., Et Al*, FD 34462 (STB served October 20, 2004, slip op. at 6). Because the Port has never chosen to consummate the authority it received, it never became a common carrier subject to the ICCTA.

Furthermore, although the Port owns railroad trackage and equipment and provides transportation services on its property, it does not meet the Board's test for common carriage as set forth in decisions such as *SMS Rail Service - Petition for Declaratory Rail Service*, FD 34483 (STB served Jan. 24, 2005, cited as *SMS*); *B. Willis, C.P.A., Inc. – Petition for Declaratory Order*, FD 34013 (STB served Oct. 3, 2001), *aff'd per curiam, B. Willis, C.P.A., Inc. v. STB*, No. 01-1441 (D.C. Cir. Nov. 26, 2002), cert. denied, 72 U.S.L.W. 3235 (Oct. 7, 2003) (No. 02-1498 (cited as *B. Willis*)); and *Hanson Natural Resources Company – Non-Common*

Carrier Status – Petition for A Declaratory Order, FD 32248 (ICC served Dec. 5, 1994, cited as *Hanson*). As the ICC explained in *Hanson*,

“[a] railroad is a common carrier railroad if it purports to hold itself out as a common carrier for hire and if there is an ostensible and actual movement of traffic for the public for hire. The principal test is whether there is a *bona fide* holding out coupled with the ability to carry for hire. [cites omitted]. Conversely, a railroad is a private carrier railroad if its railroad operations are performed solely as an arm of its, or an affiliate’s, non-transportation business. *Northern Plains Railroad Company – Construction and Operation Exemption – Musselshell and Yellowstone Counties, MT*, FD 32077 (ICC served Dec. 28, 1992). Slip op. at 16-7.

Moreover, whether an entity providing rail service is subject to other federal railroad laws turns on whether it is a railroad common carrier subject to the Interstate Commerce Act and now the ICCTA. *Cf.*, *Kieronski v. Wyandotte Terminal Railroad Co.*, 806 F.2d 107 (6th Cir. 1987)(plant-site switching railroad held to be a private carrier despite the fact that it handled some freight for other customers pursuant to contracts with those customers; *Lone Star Steel Co. v. McGee*, 380 F.2d 640 (5th Cir. 1967)(the Court found that Lone Star was a common carrier because of the extensive interrelationship between Lone Star and a common carrier railroad it owned); and *H&M International Transportation, Inc. – Petition for Declaratory Order*, FD 34277 (STB served Nov. 12, 2003, cited as *H&M*)(entity that owned and operated railroad terminal facilities that did not hold out to serve the public and was forbidden by agreement with a Class I carrier from

offering common carrier service held not to be a “rail carrier” for the purpose of ICCTA and Railroad Retirement Act jurisdiction).

As the Board stated in *H&M*,

Whether a particular activity constitutes transportation by rail carrier under section 10501 is a fact-specific determination. H&M’s intermodal transloading activity could fit within the broad definition of transportation. [cites omitted]. But this is only half of the statutory requirement for Board jurisdiction under section 10501.

...

To fall within the Board’s jurisdiction, the transportation activities must be performed by a rail carrier, and the mere fact that H&M moves rail cars inside the Marion facility does not make it a rail carrier. To be considered a rail carrier under the statute, there must be a holding out to the public to provide common carrier service. *B. Willis, C.P.A., Inc. – Petition for Declaratory Order*, FD 34013 (STB served Oct. 3, 2001), *aff’d per curiam*, *B. Willis, C.P.A., Inc. v. STB*, No. 01-1441 (D.C. Cir. Nov. 26, 2002), *cert. denied*, 72 U.S.L.W. 3235 (Oct. 7, 2003) (No. 02-1498); *Hanson, supra*.

In support of its assertion that the Port never consummated the authority granted by the ICC and the Board and therefore never became a regulated common carrier, it attaches the Verified Statement of its Port Director, Mark McAndrews. The Port does in fact own 2.9 miles of railroad trackage at each of the two facilities identified above. And the Port owns two car movers to switch cars at each of those two facilities. McAndrews VS at 3. However, that is where the similarity between the Port’s “railroad” and a common carrier railroad ends. As noted earlier, the Port never constructed the trackage it was authorized to build in 1990 by the ICC. Similarly, the Port never consummated the authority granted by the Board in 2003 by initiating common carrier railroad service over that trackage. McAndrews VS

at 2. It is not a member of the Association of American Railroads and has never signed any agreements issued or administered by the AAR. It does not own any railroad rolling stock or have any reporting marks. It has never issued any *railroad tariffs*, is not a party to any tariffs or contracts for transportation with any railroad carriers, and does not share in revenue divisions with or receive switching allowances from railroad carriers.⁴ The Port does not have an interchange agreement with CSX, the only carrier with which its trackage has a direct connection. McAndrews VS at 3. In many respects, the services it performs are fairly similar to those provided by H&M, which the Board held was “transportation” but not transportation provided by a rail carrier. *H&M* at 3.

The Port recognizes that it could seek clarification of its status by seeking abandonment authorization through an abandonment application or exemption filing. The Board has advised railroad common carriers seeking to reclassify regulated trackage to sidetrack status to do so by means of an abandonment filing. *Sierrapine-Lease and Operation Exemption-Sierra Pacific Industries*, FD 33679, (STB served Aug. 26, 2002). The Port also recognizes that it could test Board jurisdiction over it by filing an abandonment request accompanied by a motion to dismiss.

⁴ By contrast, SMS, which the STB found was a common carrier, held itself out to serve five shippers including the shipper for which it provided in-plant switching, published a common carrier tariff, and sought STB assistance in establishing an interchange and an absorbed switch rate with Norfolk Southern Railway. *SMS, supra*.

The Port does not believe such an expensive and time consuming procedure is appropriate here. For the reasons identified above it contends that it never became a “rail carrier” in the first place. Accordingly, seeking Board abandonment approval along with the requisite notifications to local, state and federal agencies and compliance with the National Environmental Policy Act and National Historic Preservation Act requirements would be wasteful of both the Board’s and the Port’s resources. Furthermore, the Port perceives that the filing of an abandonment petition or notice might the wrong signal to the public: that it would no longer handle freight moving in or out of the Port by rail. And that is not the case. Finally, the Port has no intention of removing or salvaging railroad track serving its facilities.

IV. CONCLUSION

Accordingly, the Port asserts that despite obtaining authority to construct and operate lines of railroad it never became a railroad common carrier subject to Board jurisdiction because it never undertook the steps associated with consummating regulatory authority. It requests that the Board issue a ruling that it never became a railroad common carrier subject to Board jurisdiction under the ICCTA.

Respectfully submitted,



John D. Heffner

Strasburger & Price, LLP

1025 Connecticut Avenue, N.W.

Suite 717

Washington, D.C. 20036

(202) 742-8607

Counsel for Petitioner

Dated: March 3, 2016

**VERIFIED STATEMENT
OF MARK L. McANDREWS**

Mark L. McAndrews, duly sworn deposes and states as follows:

My name is Mark L. McAndrews. My business address is P.O. Box 70, Pascagoula, MS 39568-0070. Since 2001, I have served as Port Director for the Jackson County Port Authority aka the Port of Pascagoula (“the Port”) and am authorized to appear in support of this petition. My duties as Port Director encompass all activities involving the ownership and management of the Port and its facilities. As relevant, I have overall responsible for port operations, marketing, industrial development, real estate, and government relations. I am intimately familiar with both the services the Port provides and utilizes including rail service.

I instructed our counsel to petition the Surface Transportation Board to confirm that the Port is not a common carrier by railroad subject to the jurisdiction of the Board under the ICC Termination Act (“ICCTA”). Should the Board find, as I believe it should, that the Port is not a “rail carrier” for ICCTA purposes, it will not be subject to other federal railroad laws regulating labor-management relations, retirement benefits, and employee injuries.

I am attaching to my statement a series of documents taken from our website that identify the Port and describe its operations. Originally established in 1957 as a public agency and a political subdivision in the State of Mississippi, the Port

owns and operates a large Gulf Coast facility at Pascagoula serving ocean going vessels. It offers customers a full-service deep water port with modern facilities for handling a wide variety of cargo from around the world. The Port owns, maintains, and operates a network of railroad trackage at each of the Port's two facilities, known respectively as East Harbor – Bayou Casotte and West Harbor – Pascagoula River. This trackage which we contend is “private” or “industry” trackage connects port facilities with the lines of the national railroad system operated by CSX Transportation (“CSX”).¹ Maps illustrating this trackage are attached as Exhibits A and B.

Despite the Port's ownership, maintenance, and operation of this trackage, I contend that the Port is not a “rail carrier” as that term is defined in the ICCTA or the pertinent precedent. The reason is simple. The Port has never furnished rail transportation for compensation to the general public. Although the Port on two occasions did seek authority from the former Interstate Commerce Commission and now the Board to construct and/or operate rail lines, it never took any steps to consummate that authority. It never built the several miles of track that the ICC licensed it to build in 1990 and it never commenced operations pursuant to the exemption granted in 2001. The Port decided not to consummate its “railroad

¹ The Port also enjoys rail access to the Mississippi Export Railroad (“MSE”), a Class III short line railroad that also serves Pascagoula, through a reciprocal switch tariff between CSX and MSE. MSE in turn connects at Evanston, MS, with the Canadian National Railway.

authority” because it is satisfied with the service presently provided by CSX and MSE (through reciprocal switch with CSX). Also it is concerned that being regarded as a “common carrier railroad” could expose it to potential liability under federal statutes governing railroad labor relations, retirement benefits, and employee injury.

I am familiar with the distinction between a private railroad and a common carrier railroad and it is clear that the limited railroad operations the Port provides on the 2.9 miles of track it owns constitute “private carriage” inside a plantsite. CSX brings to and removes rail cars from the trackage on the Port’s property. Once cars are on its property, the Port uses one of its two car movers to move cars around and place them at the appropriate locations for loading or unloading. CSX does not provide that service. I should note that a car mover is a type of railroad equipment typically used by a railroad customer to move a few rail cars. Common carrier railroads generally do not use this type of equipment.

The Port employs a person known as an Operation Technician whose job it is to handle rail car placement. That person handles a wide variety of other assignments at the Port including routine terminal and grounds maintenance and operates forklifts, sweepers, lawn equipment, and truck scales.

The Port is not a party to an interchange agreement with CSX. It also has not signed any sort of industrial track or sidetrack agreement with CSX. The Port

does not own any other railroad equipment, does not belong to the Association of American Railroads (“AAR”) or any other railroad industry trade association, is not a party to any AAR agreements, and does not have any AAR-issued reporting marks.

Regarding commercial arrangements, the Port has published and filed with the Federal Maritime Commission a tariff, Port Tariff No. 2, Section 200, which provides that the Port will provide rail car placement at no cost to its customers during normal working hours. Outside normal working hours, the tariff does assess a charge \$70 per hour charge to perform this service with a 2 hour minimum call-out time. The Port does not charge customers demurrage although CSX does. The Port does not share or receive any sort of switching charge or rate division from either CSX or MSE.²

In short, I believe that the Port is not a “rail carrier” because it has never consummated the authority granted by the ICC and the Board in 1990 and 2001 and does not hold itself out as a common carrier to provide rail transportation to the public for compensation. The Port seeks a ruling from the Board to that effect.

² MSE access is by a reciprocal switch tariff as noted above.

VERIFICATION

STATE OF (Mississippi)

CITY OF (Pascagoula)

Mark L. McAndrews being duly sworn according to law, hereby deposes and states that (s)he holds the position of Port Director with applicant/petitioner, is authorized to make this Verification, had read the foregoing document, and knows the facts asserted therein are true and accurate as stated, to the best of (her)his knowledge, information, and belief.

 MARCH 2016
Mark L. McAndrews Date

Subscribed to and sworn to before me, a Notary Public, in and for the County of Jackson in the State of Mississippi, this 1st March, 2016.


Margery M. Thompson, Notary
ID # 9243

My Commission Expires:



EXHIBIT A

BAYOU CASOTTE HARBOR FACILITIES
PORT OF PASCAGOULA
Mississippi, August 2011

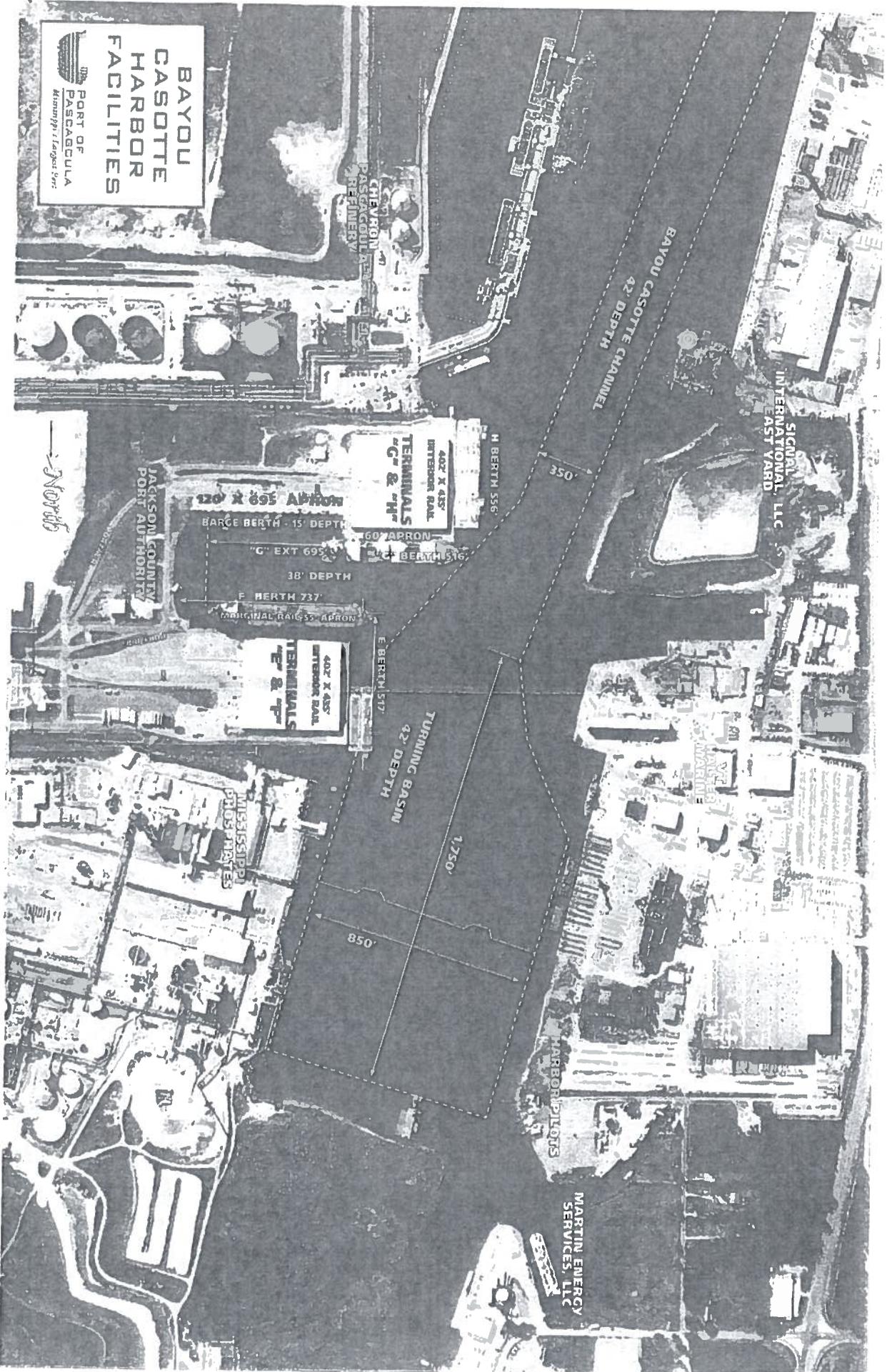
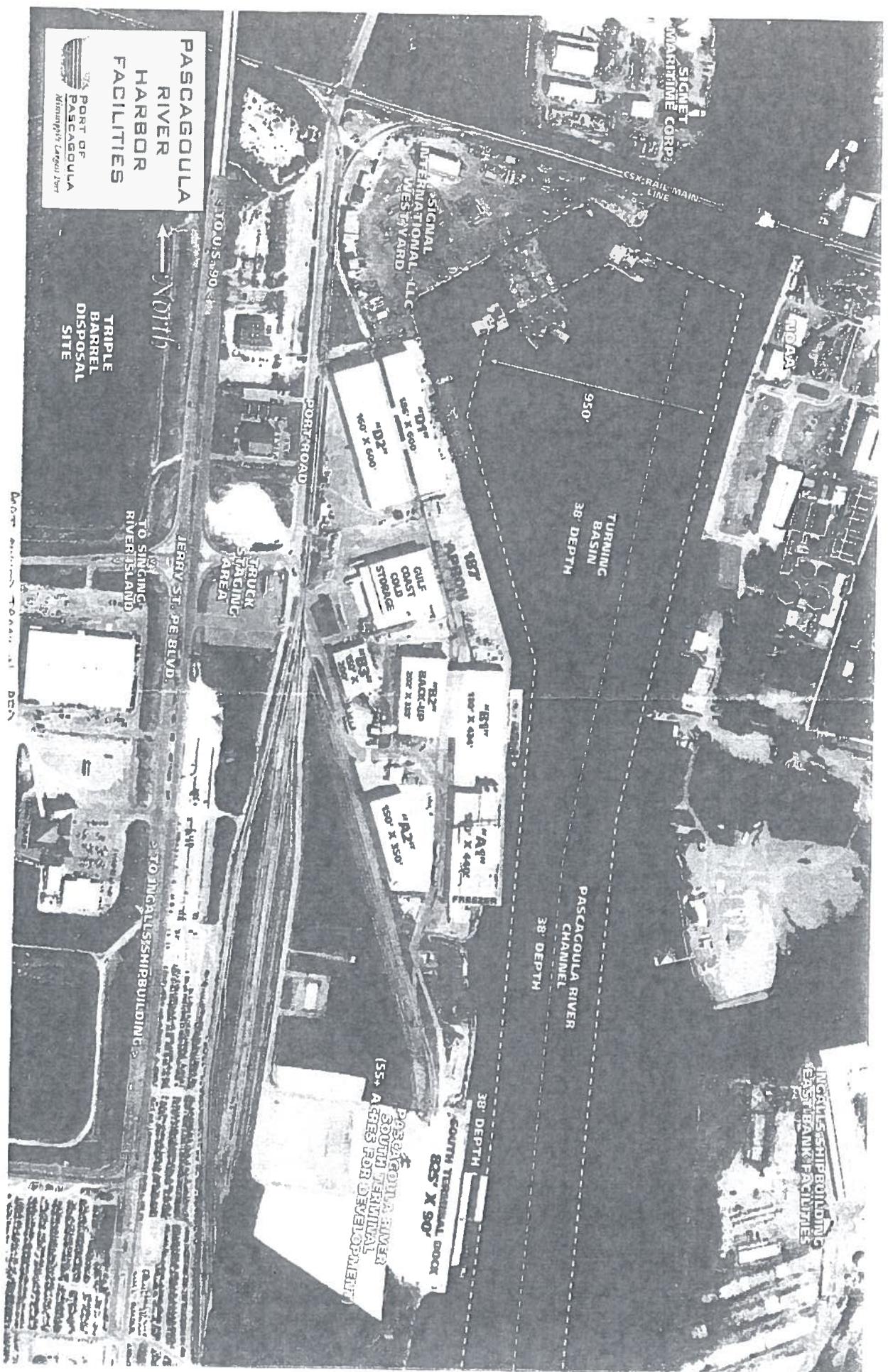


EXHIBIT B

PASCAGOULA RIVER HARBOR FACILITIES

PORT OF PASCAGOULA
Mississippi's Largest Port



SIGMET MARITIME CORP.

CSX RAIL MAIN LINE

SIGNAL INTERNATIONAL WAREHOUSE

950'

TURNING BASIN
38' DEPTH

PORT ROAD

"D1"
600' X 600'

"D2"
600' X 600'

TRUCK STAGING AREA

"B2"
300' X 150'

"B3"
300' X 150'

"A2"
450' X 550'

"A3"
450' X 550'

"A4"
450' X 550'

"A5"
450' X 550'

"A6"
450' X 550'

"A7"
450' X 550'

"A8"
450' X 550'

"A9"
450' X 550'

North

TO U.S. 90

JERRY ST. BE BLVD.

TO SINGING RIVER ISLAND

TO JACKSONVILLE

PASCAGOULA RIVER CHANNEL
38' DEPTH

38' DEPTH

SOUTH TERMINAL DOCK
825' X 90'

PASCAGOULA RIVER SOUTH TERMINAL
SITES FOR DEVELOPMENT

NOVA EAST BANK FACILITIES

More information, contact DEN



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ABOUT US

THE PORT OF PASCAGOULA

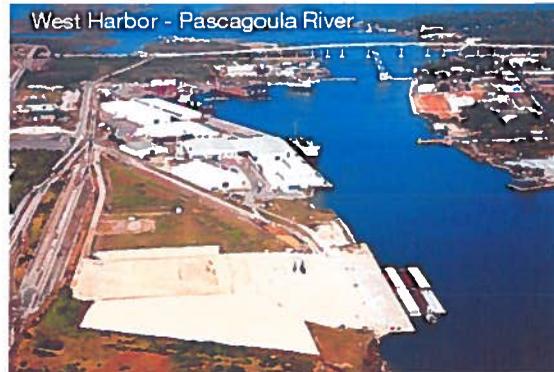
The Port of Pascagoula, located on the southeastern coast of Mississippi, is a full-service deep water port with modern facilities for handling cargo from around the world. The Port's two harbors include a combination of public and private terminals handling in excess of 32 million tons of cargo through the channel annually. The Port is the largest seaport in Mississippi and ranks nationally in the top 20 ports in foreign cargo volume. Our location is naturally advantageous to importers, exporters and carriers shipping via the Gulf of Mexico. Our port is equipped with the facilities, technology and manpower to efficiently handle a wide variety of cargoes.

Attractive features include

- 42 ft and 38 ft deep channels
- Short distance to shipping lanes
— 2 hours pilotage
- Weather protected rail operations
- Extremely competitive rates and flexible labor force



East Harbor - Bayou Casotte



West Harbor - Pascagoula River

SEARCH

GO

*The Port of Pascagoula
is Operated by the
Jackson County Port Authority*

CHART YOUR COURSE FOR THE PORT OF PASCAGOULA.





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[SUBMIT](#)

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TARIFF

Port of Pascagoula Tariff

Section I

Rules and Regulations

[<<< BACK TO TARIFF INDEX](#)

PORT OF PASCAGOULA TARIFF NO. 2 IS FILED ELECTRONICALLY WITH, AND MAY BE ACCESSED THROUGH THE FEDERAL MARITIME COMMISSION'S (F.M.C.) AUTOMATED TARIFF FILING AND INFORMATION SYSTEM (ATFI). THE ORGANIZATION NUMBER FOR JACKSON COUNTY PORT AUTHORITY (PORT OF PASCAGOULA) TERMINAL TARIFF NO. 2 IS 011727.

THIS TARIFF IS **NOT** ON FILE WITH THE FEDERAL MARITIME COMMISSION AND IS INTENDED FOR USE BY THE PORT OF PASCAGOULA AND ITS CUSTOMERS. HOWEVER, THE CONTENTS OF THIS PAPER TARIFF ARE IDENTICAL TO THE ELECTRONIC TARIFF AVAILABLE THROUGH THE ATFI SYSTEM.

THE PORT OF PASCAGOULA WILL CONTINUE TO SEND PAPER COPIES OF ALL CHANGES AND REVISIONS MADE TO THE ELECTRONIC TARIFF.

ANY QUESTIONS REGARDING THIS TARIFF OR THE ELECTRONIC TARIFF FILED WITH THE F.M.C.'S ATFI SYSTEM SHOULD BE DIRECTED TO:

SALES MANAGER
 PORT OF PASCAGOULA
 P.O. BOX 70
 PASCAGOULA, MS 39568
 TELE (228) 762-4041
 FAX (228) 762-7476

Exculpatory Provision

No provision or rule in this tariff shall relieve or limit the Port Authority from liability for its own negligence nor require any user or lessees to indemnify or hold harmless the Jackson County Port Authority from liability for its own negligence.

GULF SEAPORTS MARINE TERMINAL CONFERENCE

001 (Federal Maritime Commission Agreement No. 224-200163, Approved November 8, 1988.)

Participating Members:

1. Board of Commissioners of the Port of New Orleans .
2. Board of Commissioners of Lake Charles Harbor and Terminal District.
3. Greater Baton Rouge Port Commission.
4. Orange County Navigation & Port District, Orange, Texas .
5. Mississippi State Port Authority at Gulfport .
6. Board of Commissioners of the Port of Beaumont, Navigation District of Jefferson County, Texas .
7. Port Commission of the Port of Houston Authority of Harris County, Texas .
8. Board of Trustees of the Galveston Wharves
9. Alabama State Docks - Port of Mobile .

SEARCH

GO

*The Port of Pascagoula
 is Operated by the
 Jackson County Port Authority*

10. South Louisiana Port Commission, LaPlace, Louisiana.
11. Brownsville Navigation District of Cameron County, Texas
12. Port of Port Arthur Navigation District of Jefferson County, Texas.
13. Tampa Port Authority
14. Port of Corpus Christi Authority
15. Panama City Port Authority
16. Port of Pensacola
17. Brazos River Harbor Navigation District, Freeport, Texas
18. Port of Pascagoula, Pascagoula, Mississippi
19. Manatee Port Authority
20. St. Bernard Port, Harbor and Terminal District

Notice: The Gulf Seaports Marine Terminal Conference Agreement permits the participating members to discuss and agree upon port terminal rates, charges, rules and regulations. Any such rates, charges, rules and regulations adopted pursuant to said agreement, shall be published in the respective tariffs of said members and so identified by proper symbol and explanation.

SHIPPER'S REQUESTS AND COMPLAINTS: Shippers, or other users of the facilities and services of the members of said Conference, desiring to present requests of complaints with respect to any such rates, charges, rules and regulations, adopted pursuant to said Conference Agreement, should submit the same in writing to the Chairman of the Conference, at the address below, giving full particulars, including all relevant facts, conditions and circumstances pertaining to the request or complaint. Should further information be required by the Conference for full consideration of the request or complaint, the conference Chairman will so advise by mail. The said Chairman will notify such shipper or complainant of the docketing of the matter and of the date and time of the proposed meeting and if said shipper or complainant desires to be heard, he shall make request therefor upon the Conference Chairman in advance of the meeting.

John Roby, Conference Chairman
c/o Port of Beaumont
P. O. Drawer 2297
Beaumont, TX 77704

005 TARIFF & JURISDICTION

This tariff names the Rules, Regulations, definitions and charges applicable to all channels, waterways, facilities and services under the control of, and provided by, the Jackson County Port Authority, and participating Terminals as provided herein.

Pursuant to section 59 of the Mississippi Code 1972, Annotated, the Jackson County Port Authority (hereinafter sometimes referred to as the Port Authority), an agency of Jackson County, Mississippi, is authorized and empowered to supervise, control, manage and direct the Greater Port of Pascagoula, Mississippi; to fix rates and charges for all services and for the use of all facilities and waterway provided by the Port Authority and those leading thereof, to formulate and promulgate rules and regulations for the operation of the Greater Port of Pascagoula, Mississippi, and to exercise any and all other powers vested in it by all of the applicable statutes, which include the power to acquire, purchase, install, lease, construct, own, use, control and operate wharves, piers, docks, elevators, marine railways, etc. (Sec. 59-9-17, Miss. Code of 1972)

010 DESCRIPTION OF THE HARBOR

The Greater Port of Pascagoula, MS consists of two harbors. The East Harbor located on the East boundary of the City of Pascagoula in the vicinity of Bayou Casotte, and the West Harbor on the West Bank of the East Pascagoula River.

The two harbors, the land and buildings immediately adjacent, and the channels leading thereto constitute the Greater Port of Pascagoula. The rates, rules, regulations and provisions of this tariff apply equally throughout the Harbor area.

The Pascagoula, MS channel and turning basin project dimensions are:

Through Horn Island Pass, 450' wide by 42' deep from Horn Island Pass to the Pascagoula River turning basin, 350' wide by 38' deep with a turning basin 950' wide by 38' deep, into Bayou Casotte (East Harbor) from Buoy 36 into the mouth of the harbor channel, 350' wide by 42' deep through the south turning basin 1150' wide by 42' deep, thence an inner harbor 300' wide by 42' deep to the north turning basin 840' wide by 42' deep.

015 APPLICATION AND INTERPRETATION OF TARIFF

The rates, charges, rules and regulations contained in this tariff, or as amended, shall apply at and to all waterways, terminals and facilities of the Port Authority, and participating Terminals, except as otherwise provided, and shall apply equally to all users of the waterways, terminals and facilities. Rates and charges applicable shall be those in effect at time service is performed. Revised pages shall be issued to cover changes in this tariff, however, all rates, charges, rules and regulations are subject to change without notice, except as may be required by law.

The use of the waterways, facilities and/or services under the jurisdiction of the Port Authority shall constitute a consent to the terms and conditions of this tariff and evidences an agreement on the part of all carriers, vessels, barges, their owners and agents or all other users of such waterways, services and/or facilities to pay all charges specified herein and be governed by all rules and regulations shown in this tariff.

020 ENVIRONMENTAL NOTICE

The Mississippi Air and Water Pollution Control Act in Mississippi Code of 1972, section 49-17-1, et seq, as amended, empowers the Department of Environmental Quality to enforce the requirement of that Act, and all rules, regulations and orders promulgated thereunder.

The Jackson County Port Authority will not be responsible nor liable for any expense or costs, or for any form of damages incurred by the owner, shipper, consignee or agent or any cargo or by any vessel, its owners or agents, for or resulting from delay to or the non-movement of any cargo or any vessel, including but not limited to costs of rail car or motor vehicle or vessel detention charges or demurrage, caused by or arising from compliance by the Jackson County Port Authority or any other party whomsoever with an order or directive of the Department of Environmental Quality issued pursuant to the aforesated Act and/or rules and regulations, or as the same may be amended or revised.

025 LICENSES AND BONDS

Mississippi Code of 1972 (Annotated), Section 59-1-9, requires that all harbormasters, pilots, boatmen, stevedores, surveyors, watchmen, police, ship chandlers, ship agents and all other persons engaged in providing any type of service or operation on or at any waterway or facility within the Harbor Limits of the Greater Port of Pascagoula shall first obtain a license from the Port Authority to provide any services or operations, is competent and well qualified to perform the duties of such employment, and that such services are required for the protection of the harbor and the advancement of public shipping. The Port Authority shall issue License to such applicant, provided and upon condition that the licensee furnish written evidence that the following is in force:

PERFORMANCE BOND - A good and sufficient bond (in an amount to be determined by the Port Authority, but not to exceed the sum of \$5,000.00) payable to the Port Authority, conditioned according to law for the faithful performance of the duties, services and operations proposed to be provided and for the payment of all charges, rents, or other monies which have or shall become due to the Port Authority.

Each company or person desiring to do business on or in connection with the facilities of the Port Authority shall file a completed License Application accompanied by the necessary supporting information and insurance requirements called for therein together with payment of the appropriate licensing fees.

The principle or surety may terminate such coverage only upon not less than 30 days written notice to the Port Authority, the termination of any coverage to automatically cancel any license granted. The Port Authority may revoke any license granted for neglect of duty, incompetence, inefficiency, physical disability, or for any other act or acts detrimental to the interests of the Port Authority.

Any license granted under the provision of this Rule is Subject to payment in advance of the privilege license and fees shown in Rule 030.

030 PRIVILEGE LICENSES AND FEES

Mississippi Code of 1972 (Annotated), Section 59-1-39, establishes the following provisions:

Contracting stevedores shall pay a privilege license not to exceed five hundred (\$500.00) dollars per year, the amount within this limit, to be fixed and determined by the Port Authority. Harbormasters, pilots, boatmen, surveyors, watchmen, police, ship agents, ship chandlers and such other classes of employees and contractors performing services for the public shipping as the Port Authority may require, shall pay annually such license or permit fee as may be prescribed and required by the Port Authority not to exceed fifty (\$50.00) dollars.

It shall be unlawful for any person or persons, to act as harbormaster, pilot, boatman, stevedore, surveyor, watchman, ship agent, ship chandler or in any other capacity as any employee or contractor as the Port Authority may designate, without first being duly licensed and qualified as set out in this section, or without having been issued a permit that such service is necessary for the protection of the harbor or advancement of public shipping.

It shall be unlawful for any vessel, firm or corporation, to employ a harbormaster, pilot, boatman, stevedore, surveyor, watchman, police, ship agent, ship chandler, or any other classes of employees until such employees shall have been first duly licensed and qualified as provided in this Section.

It shall be the responsibility of all vessels, barges or other watercraft, or their agent, to determine that all persons, firms or corporations performing or providing any service or facility to or for account of the vessel, barge or watercraft. (Such as, but not limited to, stevedores, ship chandlers, ship repairmen, customs brokers, forwarders, electrical servicemen) are duly licensed and bonded to perform such services or provide such facilities before same are employed or authorized to perform or provide any service or facility for any vessel, barge or other watercraft. (See also Rules 025 and 035).

035 PENALTIES FOR FAILURE TO OBTAIN LICENSE OR EMPLOY UNLICENSED PERSONS

Any person, firm, vessel association or corporation violating any of the Rules and Regulations established by the Port Authority shall be subject to fines and imprisonment as provided by law. (See also Liability for Damages and Violations, Rule 050)

Any person or persons, vessel, firm or corporation, acting as or employing a harbormaster, pilot, boatman, stevedore, surveyor, watchman, police, ship agent, ship chandler or such other classes of employees and contractors as may be required by the Port Authority, performing services for the public shipping, without first being duly licensed and qualified as provided in this Tariff shall be guilty of a misdemeanor and, upon conviction, shall pay a fine of not exceeding One Thousand Dollars (\$1,000.00) per day for each day while so acting, and serve not more than thirty days in jail, or both, in the discretion of the court; and it shall be unlawful and a misdemeanor for any person not licensed by the Board of Commissioners to interfere with the duties of the harbormaster, pilot, boatmen, stevedores or other

employees, surveyors, watchmen, police, ship agents, ship chandlers, or such other classes of employees and contractors who have been duly licensed, while performing services for the public shipping except in cases of distress, and any person or persons violating the provisions hereof in that regard, on conviction, in the City, County or State Court, shall be fined not less than \$100.00 or sentenced to thirty days in jail, or both, and not more than \$1,000.00 or six months in jail, or both, for each offense at the discretion of the court trying the case. (Mississippi Code of 1972 (Annotated) Section 59-1-43)

040 TRESPASSERS SUBJECT TO FINES AND IMPRISONMENT

Authorized persons only are permitted on port properties, all others will be considered trespassers subject to fines and imprisonment as provided by the laws of the State of Mississippi.

045 DAMAGE TO PROPERTY OF THE PORT AUTHORITY

Users of the facilities of the Port Authority shall be held responsible for all damages to the property of the Port Authority occasioned by them and any such damage may be repaired by the Port Authority and billed against the user responsible for such damage at cost plus twenty per cent. (See also Bonding requirements, Rule 025)

050 LIABILITY FOR DAMAGES AND VIOLATIONS

Every Licensee or other person, vessel, towboat, tug, barge or other watercraft (including owners, agents or representatives thereof) shall be responsible for the payment of all charges and costs resulting from damage caused directly or indirectly by them to any Port Authority facility or waterway, and for the payment of any penalty imposed for the infraction of any of the rules and regulations of this tariff.

Vessels required to make berth applications (Reference Rule 070) shall, as part of its application, advise the Port Authority of the protection and indemnity association (P & I Club) which affords the vessel indemnity coverage as well as the name and telephone number of the local legal representative thereof knowledgeable with regard to such coverage.

Any damage caused by the vessel to the wharf of any installation or equipment which is the property of the Port Authority, whether it be through incompetence or carelessness on the part of the pilot or officer of the ship carrying out operations or for any other reason, shall be the responsibility of the master and of the owners of the ship causing the damage.

Upon request to any vessel, towboat, tug, barge or other watercraft, their masters, attendants, agents or representative, the Port Authority shall promptly be furnished the name and address of the owner of any such craft, together with such additional information as may be necessary for the Port Authority to make collection of charges, costs or penalties due. In furnishing such information, agents or representatives shall not be relieved of their obligations as set forth herein.

The Port Authority shall have the authority to require Bond or a satisfactory guarantee for the amount of the damage caused, or a reasonable estimate thereof, from any vessel, towboat, tug, barge or other watercraft which shall be involved in any act causing damage to property or violation of any provision of this tariff or applicable law, before such vessel or other craft shall be allowed to clear the harbor.

055 RESPONSIBILITY FOR PAYMENT OF CHARGES

Except as otherwise provided, all carriers, vessels, their owners, or agents, and all other users of the services or facilities of the Port Authority (including watercraft lying alongside vessels berthed at any Port Authority facility) are responsible for the payment of charges therefore, and bills will be payable upon receipt. All parties requesting or utilizing the services and facilities of the Port Authority hereby contract to pay for and be responsible for charges as provided herein.

Agents of the vessel shall be responsible for payment of and will be billed for all charges incurred by the vessel or for which the vessel ultimately becomes liable under guarantee, as well as for all charges for services of any nature to the cargo which may be performed at the specific request of such agents or the vessel.

Agents acting for the owners, shippers, or consignees of the cargo shall be responsible for the payment of and will be billed for all charges for services to the cargo performed at the request of said agents, including charges for demurrage resulting from failure to remove or forward the cargo within the free time period allowed under this tariff. Request in writing may be made to the Port Authority in advance of billing, to present bills to other parties (including carriers), in the first instance for payment.

060 PAYMENT OF CHARGES

All charges under this tariff are due at the time the service is performed. All bills are due upon presentation and failure to pay when presented shall place the name of the carrier, vessel, their owner and/or agents or other users of the facilities upon a delinquent list.

The Port Authority reserves the right to estimate and collect in advance all charges which may accrue against carriers, vessels, their owners and/or agents or against cargo loaded or discharged by such vessels or other users of the facilities of the Port Authority, including those whose credit has not been properly established with the Port Authority, or those who are habitually on the delinquent list. Use of facilities may be denied until such advance payments or deposits are made.

The Port Authority reserves the right to apply any payment received against the oldest bills rendered against common carriers, vessels, their owners and/or agents, or other users of facilities.

Ultimate Liability for Payment of Charges:

Vessels and/or their owners or agents shall be held liable for the payment of all charges incurred or guaranteed by the vessel and its agent, including liability for the payment of all

charges incurred by the cargo, disclosure of principals to the contrary notwithstanding. Application for berth made by agents of the vessel and request made by agents acting for the owners, shippers or receivers of the cargo for performance of any service under this tariff shall constitute an agreement by said agents, as the case may be, to be held separately bound and ultimately liable for the payment of all or any part of the charges incurred or guaranteed by the vessel and/or its owners or by the cargo and/or its owners, shippers or receivers, as the case may be.

All carriers, vessels, their owners and/or agents, or other users of the facilities of the Port Authority placed on the delinquent list for reasons provided in this tariff may be denied further use of the facilities by the Port Authority until all charges have been paid or reports required by Rule 065 have been filed.

065 CARGO STATEMENTS REQUIRED - ACCESS TO RECORDS

All steamship lines, rail, truck or barge lines, importers, exporters, shippers, and their agents including customs house brokers and freight forwarders, using port facilities, shall furnish the Port Authority with copy of bills of lading, freight bills, manifests and such other data as is necessary to develop and insure correct assessment of terminal charges.

The document and information referred to shall be furnished within 7 days after the arrival of vessel at berth in the case of inbound cargo or within 7 days after departure of vessel from berth in the case of outbound cargo.

All users of the Port Authority facilities shall be required to permit access to their files and transportation documents necessary for the purpose of audit for ascertaining correctness of reports filed and documents furnished.

Failure, by those listed above, to provide statements, documents or other information as set forth above, within the time limit specified may be assessed a late fee of \$50.00 for each 7 day period or fraction thereof until such documents or information is provided. The Port Authority may also place those responsible on the delinquent list and subject to Rule 060.

070 ARRANGEMENTS FOR BERTH, SHEDDAGE, MARGINAL TRACK USE, MOORING

All vessels, barges or other watercraft, or their owners or agents, desiring a berth and/or marginal tracks, sheddage assignment, open dock use, anchorage, mooring place, or any other facility shall, as far as possible but not later than 48 hours in advance of the date of docking, make application therefore to the Port Authority in writing and on forms prescribed specifying the date of docking, sailing, and the nature and quantity of cargo to be handled. The Port Authority reserves the right to decline any application at its discretion. All assignments shall be at the sole discretion of the Port Authority.

(C) No berth assignment shall be made such that the berthing of any vessel will obstruct in whole or in part the Federal Channel, or the use of any other port facility, or, will cause the facilities to be subject to damage or destruction, or in any other manner create a potentially hazardous condition to personnel, property, or the safe and unencumbered flow of commerce.

As a part of its application for berth, the vessel, its owners or agents, shall advise the Port Authority of the protection and indemnity association (P & I Club) which affords the vessel indemnity coverage as well as the name and telephone number of the local legal representative thereof knowledgeable with regard to such coverage. (Reference Rule 045)

Where berth facilities are not readily available, layberths, anchorage or mooring clusters will be assigned at the discretion of the Port Authority.

Application for berth or other facility will be construed by the Port Authority to mean that all charges will be promptly paid upon presentation of invoice therefore, and that all rules and regulations of the Port Authority will be complied with. (See Rule 085, Dockage Charges.)

NOTE: A penalty charge equal to one day's dockage shall be assessed against the Agent for any vessel, barge or other watercraft that occupies a berth, and/or marginal track or sheddage dock space, anchorage, open dock, mooring place, or any other facility in the port for which a berth application in writing has not been received by the port authority in advance of the vessel's arrival in port.

075 VACATING OF BERTHS

When any vessel has been assigned a berth under the provisions of the Rule 070 of this tariff and the said berth is required, in the sole judgement of the Port Authority, for other public purposes, such vessel shall upon order of the Port Authority immediately vacate said berth. (The movement from the berth, under the terms and conditions of this item, shall impose no responsibility upon the Jackson County Port Authority, and the move shall be at no expense to the Jackson County Port Authority.) Any such vessel failing to so vacate such berth shall be assessed a penalty Dockage at the rate of One Thousand Dollars (\$1,000.00) per day or fraction thereof. Assessment of said penalty Dockage shall not affect the right of the Port Authority to effect removal of such vessel at the cost, risk and expense of the vessel, her owner, charter, agent, or others.

080 REQUIREMENT OF VESSELS TO WORK OVERTIME

The agents and/or owners of all vessels which are accepted for berthing at any terminal facilities of the Jackson County Port Authority may be required to work the vessel continuously to completion with overtime for vessels's account in all cases, when the berth assigned to the vessel, or the assigned terminal or pier facility of the Jackson County Port Authority is, in the sole discretion and judgement of and when declared by the management of the Port Authority, to be congested or threatened with congestion.

Any vessel in berth which refuses to work continuously to completion shall vacate the berth immediately (within three hours) upon orders of the Port Authority.

When a vessel loses her right to a berth by refusing to work continuously to completion, such vessel will forfeit her turn at the berth assigned and shall be placed last on the list of vessels which are assigned to the berth or terminal.

Should any vessel fail to vacate the berth or terminal facility or pier as herein provided, the Port Authority shall have the right, authority and privilege to move or cause such vessel to be moved from its berth at the vessel's own risk and expense.

082 PORT SECURITY

- (I) The Jackson County Port Authority, Port of Pascagoula, operates in full compliance with the International Ship and Port Security (ISPS) code (additional reference 33 CFR 105). The property of the Jackson County Port Authority public terminals are patrolled by security guards 24 hours a day, seven days a week.

Persons and their vehicles are subject to search as mandated by federal law. Failure to comply with any required searches by the security force will be considered grounds for denial of passage through the gates of Port property. All vehicles, whether personal or commercial, will be logged in at the gate on entry, and logged out on departure. All personnel must have a valid TWIC card as a form of identification for entry onto port property. Personnel without a TWIC card must be escorted under the TWIC Escort Policy of the Jackson County Port Authority.

Vendors, contractors, or other service providers seeking access to port facilities must first obtain a Port License as described in Rules 025 and 030 of this Tariff. Persons and companies not licensed shall be denied entry into the port unless special permission is granted by the Port Authority. Vendors wishing to obtain a license to conduct business within the port should contact the administration offices of the Jackson County Port Authority.

Parking is not allowed on the docks and aprons of the Jackson County Port Authority public terminals. The docks, wharves, and warehouses of the public terminals are considered Restricted Areas. Adequate parking areas are available in areas leading to the docks and wharves. At elevated levels of security conditions of readiness, persons will be informed on entry into the port of specific designated parking areas.

The use of cameras, video equipment, or other recording devices is not allowed on port property without the advance permission of the Jackson County Port Authority. Persons violating this provision will be required to surrender the discs, tapes, and / or the equipment itself immediately until an investigation of the matter is complete.

084 SECURITY SURCHARGE

- (A) A security surcharge, as described in this tariff item, shall be assessed against and collected from all vessels, barges and cargo interests utilizing services or facilities of the Port Authority in accordance with the notice filed with the Federal Maritime Commission by the Gulf Seaports Marine Terminal Conference.

The security surcharge is assessed to recover costs incurred for security assessments, security plans, equipment purchase, installation and maintenance and staffing required to implement and maintain surveillance and access controls mandated by the Maritime Transportation Security Act of 2002 and U.S. Coast Guard regulation 33 CFR 105.

The security surcharge will be assessed against vessels and barges as a percentage of total dockage charged, and as a tonnage fee against cargo, with the exception of containers, which will be assessed on a per unit basis. The security surcharge will be assessed in addition to all other fees which may be due under this tariff as follows:

VESSELS and BARGES; 9.01% of total dockage assessed per port call

CARGO (to be billed to the party paying wharfage):

- Break-bulk \$.19 per ton
- Bulk \$.04 per ton
- Liquid bulk \$.04 per ton
- Containers \$ 3.97 per loaded box
- Vehicles \$ 1.00 per vehicle

Users of Port Authority services or facilities who withhold, refuse or otherwise fail to pay properly assessed security surcharges shall be subject to the provisions contained in Rules 055 and 060 of this tariff. Additionally, at the sole discretion of the Port Authority, such users may be denied service or required to deposit estimated port charges in advance of using port authority facilities or receiving services.

Should any vessel fail to vacate the berth or terminal facility or pier as herein provided, the Port Authority shall have the right, authority and privilege to move or cause such vessel to be moved from its berth at the vessel's own risk and expense.

085 DOCKAGE CHARGES

- (A) Except as otherwise provided for herein, all vessels assigned, anchored, moored or berthed at general cargo wharves will be assessed Dockage as follows:

Length Overall of Vessel in Feet Over	Length Overall of Vessel in Feet Not Over	Column I Rater Per Foot First Day	Column II Rater Per Foot Each Day Thereafter
		2.69	2.15
		3.53	2.82

0	199	4.81	3.84
200	399	6.46	5.16
400	499	7.50	6.00
500	599	9.52	7.61
600	699	11.46	9.16
700	799	13.71	10.96
800	899		
901 and Over			

Dockage will be assessed per foot per twenty-four hour day.

Dockage assessed vessels, other than barges and drill rigs, will be computed on the overall length appearing in Lloyd's Register of Shipping.

NOTE 1: Dockage is based on a twenty-four hour day beginning from time the vessel is secured in berth. Except as otherwise provided, after the expiration of the first full day, a vessel using a berth twelve hours or less will be charged for a half day; over twelve hours the charge will be the same as a full day.

NOTE 2: Application for layberth status shall be made **IN ADVANCE** of vessel docking in writing to the harbormaster. If such status is approved, layberth dockage will be calculated utilizing the rates in Column II for first day and each day thereafter.

EXCEPTIONS:

1. Except as otherwise provided, river barges assigned, anchored, moored or berthed at general cargo wharves will be assessed dockage at a rate of \$0.88 per linear foot of barge for each twenty-four hour day or fractions thereof, per barge.
2. Tug boat, tow boats, crew boats, work boats moored at general cargo wharves for a period of two (2) hours or less, will be assessed only a half days dockage.
3. Drill rigs anchored, moored or berthed in State of Mississippi waters leased or controlled to the Port Authority will be assessed Dockage at a rate of \$3.50 per linear foot, length plus width, for each twenty-four hour day or fraction thereof.
4. Drill rigs assigned, moored or berthed at general cargo wharves will be assessed dockage at a rate of \$10.00 per running foot of wharf used per day or fraction thereof.

090 HARBOR FEES

For the purpose of assisting to defray the expense of the sponsorship, administration, and maintenance of the port and harbors, including the supervision of shipping activity, all vessels (including tugs and barges) of 600 or more gross registered tons entering or leaving the harbor, shifting within or between harbors, or otherwise utilizing or occupying the federal navigation project, shall be assessed Harbor Fees, payable to the Port Authority by the vessel or its agents, as follows:

1) HARBOR FEE

(a) SHIPS:

600 to 1,000 GRT	165.00
1,001 to 10,000 GRT	270.00
10,001 to 20,000 GRT	345.00
20,001 to 30,000 GRT	425.00
30,001 to 40,000 GRT	525.00
40,001 to 50,000 GRT	635.00
50,001 GRT and over	825.00

Tonnage computation will be on the highest gross tonnage figure appearing in Lloyd's Register of Shipping.

(b) BARGES and tugs operated as a single unit or tow and traversing solely on inland and/or intracoastal waterway will be assessed a Harbor Fee of \$147.50 per single barge tow, and \$160.00 per tow for tows made up of two or more barges.

(c) OCEAN-GOING BARGES and tugs operating as a unit will be assessed a Harbor Fee of \$345.00.

(d) DRILL RIGS will be assessed a Harbor Fee of \$730.00, except JACK-UP RIGS which will be assessed a Harbor Fee of \$550.00.

(e) MILITARY VESSELS over 300 ft. LOA will be assessed a Harbor Fee of \$345.00. Exception: Military vessels calling Naval Station Pascagoula are exempt from all Harbor Fees.

2) SUPPLEMENTAL HARBOR FEE

In addition to the above, a Supplemental Harbor Fee based on the deepest draft of a vessel, per port call, will be assessed as follows.

Less than 20'	None
20' to 24 99"	20.00
25' to 29 99"	35.00
30' to 34 99"	55.00
35' to 37 99"	80.00

38' or greater ----- 120.00

Where a vessel both enters and leaves (or leaves and enters) on the same voyage or trip, only one Harbor Fee and one Supplemental Harbor Fee will be assessed for the inbound/outbound transits.

3) HARBOR USE FEE

In addition to the Harbor Fees for entering or leaving the harbor, Harbor Use Fees shall be assessed as follows:

(a) **Shifting:** A Harbor Use Fee equivalent to 10% of the Harbor Fee and Supplemental Harbor Fee shall be assessed to all vessels that shift within or between harbors, for each shift where the shifting vessel enters or occupies a portion of the federal navigation project. Inland vessels shall be exempt from "Shifting" Harbor Use Fees.

(b) **Facility Use:** A Harbor Fee shall be assessed to all vessels that enter or occupy a portion of the federal navigation project for periods exceeding four hours, for purposes other than navigation, including but not limited to anchoring, mooring, bollard pulling, submersible operations, and incline testing. Such vessels shall be assessed a Harbor Use Fee of \$400.00 for the first 24 hour period or fraction thereof, and \$200.00 for each additional 24 hour period or fraction thereof, while using/occupying the federal navigation project. Vessels shall be exempt from "Shifting" Harbor Use Fees during period that "Facility Use" Harbor Use Fees are assessed. Bunker barges, crane barges, and vessels made fast to a dock are exempt from "Facility Use" Harbor Fees.

An advance written request to use the federal navigation project for purposes other than navigation shall be made to the Port Authority, and approval from the Port Authority is required prior to commencement of operations. Notwithstanding anything in this section, use of the federal navigation project for navigation purposes shall at all times have priority over the uses described herein.

095 CLEANLINESS OF PREMISES

(A) Steamship agents and operators and other users of docks, wharves, sheds and other property of the Port Authority shall be held responsible for cleaning of said property which they have been allowed to use or which has been assigned or leased to them, including adjacent aprons, yards, open storage areas, rail tracks, roadways and gutters, as directed by the Port Authority. If such user does not clean the docks, wharves or other property he has been using to the standards set by the Port Authority the Port Authority shall order the property cleaned and shall bill the user responsible at cost plus 20%. The cost of all Port supplied labor shall be based on overtime rates.

(A) Trash or rubbish which was swept up by the user will be hauled away by the Port Authority and the user billed at actual labor cost plus 20%. The charge for cleaning and for sweeping shall be actual cost incurred, plus 20%, but not less than a total of \$25.00 for each service. The cost of all Port supplied labor shall be based on overtime rates.

A charge for the removal of full container loads of trash or rubbish will be made by the Port Authority at its cost plus 20%. This charge shall be in addition to charges set forth above. (See also Rule 100)

100 CLEANUP AFTER EACH VESSEL

Except as otherwise provided in Rule 095, every stevedore shall be responsible for cleaning of dock, wharf, pier, apron, warehouse, open areas and other space used in the loading and/or unloading of vessels, barges or other watercraft, including the removal, stowing and stacking of all cargo handling equipment, gear, pallets and dunnage and any equipment or materials left on piers, wharves, docks, aprons, warehouses, open areas or other space by the vessel, barge or other watercraft, not a part of the cargo, to spaces designated by the Port Authority or space leased or rented by the stevedore. Such cleaning and removals shall be done to the satisfaction of the Port Authority promptly upon the completion of each loading or unloading of vessel, barge or other watercraft. All expenses in connection with such cleaning or removal shall be for account of stevedore working such vessel, barge or other watercraft. (See also "Cleaning of Premises", Rule 095).

105 VESSEL WATCHMEN OR OFFICER ON BOARD

Any vessel or other watercraft lying at the wharves, docks, piers, or elsewhere in the harbor, shall at all times have on board at least one person in charge of such vessel who has authority to take action in any emergency as may be required, or as may be directed by the Port Authority.

110 PORT WATCHMAN

The Port Authority provides watchmen for the protection of the port property. These watchmen are to prevent unlawful entry to Port Authority premises, provide surveillance of cargo, prevent and report unauthorized removal of cargo from port premises, check readiness of fire protective equipment, detect fire hazards, prevent smoking in unauthorized areas, and for other general protection.

Port Authority watchmen shall have no jurisdiction aboard vessels or other watercraft.

Port Authority watchmen are not permitted to carry fire arms at any time in the performance of their duties.

It shall be the duty of port watchmen to notify the City, County and State Police Officials of any violation of Port Authority Rules and Regulations, unlawful entry of port premises, theft, the creation of any hazard, or other unlawful acts.

In case of fire, port watchmen are to take all necessary actions, and shall notify Port Authority, City of Pascagoula Fire Department, and U. S. Coast Guard.

115 THEFT OF CARGO FROM PORT PREMISES -**PROSECUTION THEREFOR**

The unauthorized removal or theft of cargo from port premises will be prosecuted to the full extent of the law. Any person determined to have removed or taken cargo from port areas without proper authorization may be barred or suspended from any further authorized entry to port premises.

120 FIRE FIGHTING APPARATUS

The Port Authority requires compliance with all local and federal regulations regarding fire fighting apparatus, including but not limited to those in title 33 of the Code of Federal Regulations.

125 INDEMNIFICATION OF JACKSON COUNTY PORT AUTHORITY

The presence of any party whomsoever on, or the use of, or the occupancy by any such party on properties or other facilities of the Port Authority, while engaged in any purpose or in pursuit of any intention authorized or allowed under the rules and regulations of the Port Authority or of this tariff, shall constitute and be evidence of acceptance and agreement by such party to assume responsibility and liability for any loss arising out of injury to or death of any person whomsoever and for damage to or loss or destruction of any property whatsoever, including but not limited to loss or damage to cargo or freight and marine loss or damage to vessels, and to protect, defend, indemnify and save harmless the Port Authority from and against any and all liability, including attorney fees and all costs incurred by the Port Authority, for or in respect of any such presence on or such use or occupancy by such party.

During the period of free time allowed or while on wharf demurrage, cargo in transit sheds, shipside warehouses, or in open areas at shipside is in the custody, care and control of, and full responsibility therefor shall be assumed by the vessel or its agents.

The provisions of this rule are subject to the exculpatory provision on page B of this tariff.

130 INSURANCE

The charges provided in this tariff for wharfage, handling, dockage, demurrage, rental or lease arrangements, and all other charges or fees, do not include any expenses for fire, windstorm, water damage or other insurance coverage. All insurance coverage shall be provided by the owners of the cargo or other interests, and the Port Authority will not provide any such coverage under its policies or assume any obligation whatsoever with respect thereto.

135 EXPLOSIVES, HAZARDOUS AND DANGEROUS ARTICLES

The handling, storage, transportation, loading, unloading, stowage and use of Explosives, Dangerous and Hazardous Inflammable or Combustible articles (as defined by the U.S. Coast Guard) at all of the facilities of the Port Authority, or on board any vessel or other watercraft, railcar, tractor trailer, truck, motor vehicle or other conveyance within the port shall be strictly in accordance with the rules and regulations prescribed and established by the U.S. Coast Guard and all other Federal, State, County and Municipal laws.

The storage, keeping or use of gasoline, distillate, liquid petroleum gas or other petroleum products, storage batteries, or other dangerous, hazardous or explosive articles on Port Authority property is strictly prohibited except at such localities as may be specifically designated therefore by the Port Authority.

140 NO: SMOKING, FIRES, ALCOHOLIC BEVERAGES, DRUGS, OR WEAPONS

No persons shall smoke, have in their possession, or create any fire or lighted material in, on, upon, or within the following:

A. Any shed, warehouse, wharf, or other structure or area set apart for the loading, unloading, or handling of cargoes.

B. Any truck, dray, float, automobile, or vehicle of any kind when using the structures or areas described in "A" above.

C. In the hold, or upon the decks of any vessel while loading or unloading cargo.

Smoking is permissible only in designated areas.

The possession and/or use of alcoholic beverages, illegal drugs, firearms, or other deadly weapons on any port property is prohibited.

145 ASSIGNMENT OF FACILITY SPACE

The facilities of the Jackson County Port Authority are for storage, loading, unloading, and/or handling of import, export, coastwise, intercoastal and local cargo exclusively. The Port Authority reserves the right to control and allocate space in the public port terminals for the storage, loading, unloading and/or handling of all freight on and/or in these facilities.

A penalty assessment equal to the doubling of all applicable tariff charges shall be made against any stevedore firm utilizing any area in public port facilities for the loading, unloading, handling and/or storage of cargo without prior allocation by the Port Authority of the space being used.

150 FREIGHT OR CARGO LIKELY TO DAMAGE OTHER FREIGHT OR CARGO

If, in the opinion of the Port Authority, any freight or cargo is likely to damage other freight or cargo, it may be moved to another shed, warehouse or location, or to private facilities, at the risk and expense of the owner, without the necessity of prior notice to the owner.

155 MAXIMUM LOADING ON FLOORS AND MAXIMUM HEIGHT OF PILING OR STACKING

The Port Authority reserves the right to specify the maximum load that may be placed on the warehouse or transit shed floors, or on the deck slab of the wharves, and the manner in which single heavy pieces shall be moved over said floors or wharves. The Port Authority also reserves the right to specify the maximum height to which any commodity may be stacked or piled.

160 MACHINERY, EQUIPMENT, AND VEHICLES ON PORT AUTHORITY TERMINALS

The Port Authority maintains the right to prohibit any party from bringing onto the Port Authority terminals or other properties, any machinery, equipment, vehicle, or other articles. Any party bringing any machinery, equipment, vehicle, or other articles onto the Port Authority properties shall do so at their own risk, and the Port Authority assumes no responsibility therefor nor for any liability the owner may become subject to as a result thereof.

165 CLEANING AND REPAIRING EQUIPMENT

It shall be the duty of stevedores and all other persons performing the loading, unloading, handling, or other services on cargo at the Port Authority Terminals to keep clean and maintain in good repair all of their cargo handling equipment and machinery so as to prevent damages to or contamination of cargo, port terminal facilities or transportation equipment, cleanliness of and repair to equipment and machinery to meet standards set by the Port Authority.

Any leaking machinery shall be immediately removed from the cargo handling and loading areas and taken to the designated gear area. No repairs involving oil, hydraulic fluid, petroleum distillate, or any hazardous liquid shall be made on Port Authority property except in designated gear areas.

Spills or leaks of any oil based or hazardous material on Port Authority property shall be reported immediately to the port office, and shall be cleaned immediately by the owner or operator of the equipment. Stevedores, or other persons described above shall indemnify and hold harmless the Port Authority for any and all damages, expenses, costs, and attorney fees incurred by the Port Authority as a result of a violation of this tariff, including but not limited to the clean up or mediation required by any government agency or otherwise.

170 WHARF OBSTRUCTION - STEVEDORES EQUIPMENT ON DOCK

Stevedore's tools, appliances, equipment, donkey engines, vehicles or any other material or object which is not part of the cargo will not be permitted to remain on wharves. If such obstruction is not moved immediately upon notification by the Port Authority it will be removed, stored, or sold by the Port Authority and the owner will be charged with the expense incurred. The Port Authority, at its discretion, may allow storage of such equipment and appliances in specified places on wharves or in sheds or warehouses, or space may be rented or leased for such purposes from the Port Authority. (See also Rule 175.)

All automotive and power equipment of all kinds used in cargo handling operations shall be removed from the Port Authority docks, piers, wharves, and warehouse at end of work each day (and may not be stored thereon). The party owning or using such equipment shall provide location (with Port Authority approval) for storage of such equipment. (See also Rule 175.)

175 RENTAL OR LEASE OF SPACE

Stevedores and all others desiring space for the storage of cargo handling equipment, gear, dunnage, pallets or any other materials in or on docks, wharves, piers, transit sheds, aprons, or open areas shall make application to the Port Authority, and if such application is approved, appropriate rental or lease arrangement for space shall be established (at Port Authority option).

Stevedores and all others using any Port Authority space without authorization shall be billed for the space so occupied at the rate of \$0.10 per square foot per calendar day or fraction thereof for such unauthorized use, and upon instructions from Port Authority shall be required to vacate such unauthorized space. At the option of the Port Authority such equipment, gear, dunnage, pallets or any other materials remaining in unauthorized space may be removed by the Port Authority to another location (on Port Authority property or outside thereof) at the expense and for account of the owner of such equipment or materials.

180 ARRANGEMENTS FOR ELECTRIC POWER

Before any electrical equipment, including lights, (either privately owned or rented from the Port Authority) is connected at any Port Authority facility (where connections are available) application must be made to the Port Authority for such service.

185 STEVEDORING

The Jackson County Port Authority does not engage in the stevedoring business. Such services are performed and charges therefor made by the private stevedoring companies licensed by the Port Authority.

190 STEVEDORES/TERMINAL OPERATORS AND CARGO HANDLERS TO PERFORM LOADING, UNLOADING AND TERMINAL SERVICES

All handling services at the Port of Pascagoula are provided by licensed stevedores/terminal operators and cargo handlers. All licensed stevedores/terminal operators and cargo handlers that perform loading, unloading, handling and other services provided for herein shall pay the Port Authority the Usage Charges provided in Rule 195.

Such parties shall, unless otherwise provided, be responsible for any damage or delay to cargo, delays to transportation equipment. The Port Authority will not assume any responsibility for damage or delay to cargo, nor for delay to rail cars, trailers, trucks, containers, barges or other transportation equipment, or any demurrage, rental or other charges accruing thereon.

Rates, charges and regulations relating to loading and unloading are contained in Section V hereof. Such charges shall be billed by stevedores/terminal operators or cargo handlers directly to the party for who these services are performed.

The Port Authority does not participate in negotiations related to handling charges and inquiries concerning same should be directed to the licensed stevedores/terminal operators or cargo handlers.

Authorized stevedores/terminal operators and cargo handlers shall notify the Port Authority in writing or by telecommunication at least 72 hours in advance of the effective date of any and all changes in rates or charges in order that the Port Authority may file same with the Federal Maritime Commission on or before the effective date of the rate. Those required to do so are listed as follows:

- 1) Coastal Cargo Company, Inc.
- 2) CSA Equipment Company, L L C.
- 3) Stevedoring Services of America
- 4) Tri-State Maritime Services, Inc.

195 STEVEDORING/TERMINAL USE CHARGES

The Stevedoring and Terminal Use Charges are fees assessed to the stevedore and terminal operator for the privilege of using Port Authority terminals and facilities to conduct their business.

- (A) Each stevedore, stevedoring company or other person performing the loading or unloading of vessels, barges or other watercraft at terminals, docks, wharves, piers or other facilities of the Port Authority, will be assessed a Stevedore Use Charge of \$0.20 per ton, as cargo is otherwise rated, on all cargo loaded to or discharged from such vessel, barge or watercraft, which charge shall be in addition to all other fees, licenses or charges provided in this tariff.
- (A) Each terminal operator, terminal operating company or other person performing the loading or unloading of trucks, railcars, motor vehicles, containers, or other inland conveyance at terminals, docks, wharves, piers, or other facilities of the Port Authority will be assessed a Terminal Use Charge of \$0.15 per ton, as cargo is otherwise rated, on cargo handled. This charge is in addition to all other fees, licenses, or charges provided in this tariff.

200 INTRATERMINAL RAILCAR PLACEMENT

The Port Authority will provide, as a service to its customers, placement of rail cars within the port terminals. During normal working hours (0800 - 1700 Mon - Fri), placement will be provided at no cost. Before or after normal working hours, on weekends, and on holidays, the Port will place cars, subject to prior arrangement, at the rate of \$70.00 per hour. There will be a two hour minimum charge for call out. As this service is provided solely to assist its shippers, the Port will not be liable for any charges incurred due to the non-availability of the switch engine or personnel.

205 FRESH WATER

- (A) The charge for Fresh Water supplied by the Port Authority will be \$1.25 per ton, subject to a minimum charge of \$50.00. An additional fee of \$75.00 will be charged when water is supplied during overtime hours.

210 CHARGES FOR MISCELLANEOUS SERVICES

Unless otherwise specifically provided to the contrary in other Rules or Items of this Tariff, services of a miscellaneous nature, may be performed by the Port Authority at its option and convenience, on basis of actual cost of labor, supervision, equipment, supplies and materials, plus 20%, subject to a minimum charge of \$25.00 for each service.

215 WEIGHING OF TRUCKS

The Port Authority will weigh trucks, trailers and other vehicles (not railcars) at the rate of \$4.00 per weighing (in and out). Charge includes the gross and light weighing of vehicle, if required. A certified weight certificate will be furnished where both gross and light weights are obtained by the Port Authority at its scale.

Weighing charges named above apply for straight time only. If weighing is performed on overtime the provisions of Rule 210 will apply. If vehicles are overloaded, or if for any other reason, have to be reweighed, a separate charge will be made for each weighing.

220 TRANS-SHIPPED CARGO FROM OR TO OTHER PORTS

Cargo trans-shipped at other ports and moving via rail, barge or highway carrier to the Port Authority facilities, and outbound cargo trans-shipped at Port Authority facilities and moving via rail, barge or highway carrier to other ports for furtherance or for storage will be assessed a service charge of \$1.50 per net ton of 2,000 pounds or 1,000 bdf (as applicable), in addition to the applicable wharfage charge, and charges for unloading and/or loading and other services performed as provided in this Tariff.

225 WHARFAGE CHARGES -- APPLICATION OF

Cargo shall be considered to have earned wharfage when placed within the port whether upon a wharf, storage area, or transit shed and wharfage will be collected whether or not eventually loaded on a vessel.

Wharfage charges are due and collectible on all cargo loaded to vessel direct from barges or other watercraft alongside or from the water alongside, and wharfage charges are also due and collectible on cargo discharged from vessel direct to barges or other watercraft alongside or into water alongside.

Charges for wharfage are due and collectible from owners of the cargo, however, parties named below (See Note 1) may be billed and held responsible and liable for payment or advancement (net 30 days) as the case may be, of wharfage charges to the Port Authority, collection and payment of which at all events must be guaranteed by the vessel as an ultimate liability of the vessel.

Note 1 The vessel, Foreign Freight Forwarder, Custom House Broker, Steamship Agent, Stevedore or other party who by any act or appearance gives evidence to the Port Authority of representing the owner, shipper or receiver of the cargo, disclosure of principal to the contrary notwithstanding, on all cargo moving coastwise, intercoastal or foreign.

Note 2 See "Trans-shipped Cargo, Rule 220 "

230 VOLUME INCENTIVE RATES

In order to attract cargoes to the Port of Pascagoula, and as an incentive to volume cargoes, the Port Authority reserves the right to negotiate reduced wharfage rates for specific cargoes on a volume basis.

Shippers who guarantee tonnage minimums stipulated and desire to take advantage of the lower wharfage rates, must notify the Port Authority of this intention in writing, in advance of the first cargo. If a shipper is granted the lower charges and fails to meet the minimum tonnage, the Port Authority will assess back charges to the extent applicable at the normal wharfage rate for the commodity.

Volume rates will be quoted upon request.

235 FREE TIME

Except as otherwise specifically provided herein, free time of 30 calendar days (including Saturdays, Sundays and holidays) is allowed by the Port Authority in its transit sheds, ship-side warehouses, and open areas at ship-side, on individual shipments of in-transit cargo in the care, custody and control of the vessel, shipper, consignee, cargo owner or their agents. Free time begins as provided in Rue 680, unless otherwise noted.

Upon the expiration of free time, the shipment will be subject to wharf demurrage or storage conditions as provided in Rules 240 and 245.

In the event of unusual circumstances, requests for extension of free time will be considered by the Port Authority when submitted in writing prior to expiration of normal free time. The Port Authority reserves the right to grant or refuse any request for extension of free time.

Exception: Bundled Lumber for Export - 120 calendar days provided that single shipper cargo volumes in port do not exceed 1 MBFT. In instances where a single shipper has a total in-port volume exceeding 1 MBFT, the free time for all such cargo which is excess of 1 MBFT shall be limited to 60 calendar days.

240 CONDITION ON WHICH CARGO MAY REMAIN AFTER EXPIRATION OF FREE TIME

After the expiration of free time as provided in this Tariff, cargo shall become subject to the provisions of this Tariff applicable to cargo remaining beyond the free time period, and all expenses therefore, including handling, transfer, demurrage, or other expenses shall be solely for account of the vessel, shipper, consignee, owner of the cargo or their agents, and no responsibility is assumed therefore by the Port Authority. (Also See Rule 245)

After expiration of free time and at the sole option and convenience of the Port Authority

1. The shipment may be allowed to remain in the care, custody and control of the vessel, shipper, consignee, owner of the cargo or their agents, in the transit sheds, ship-side warehouses or open areas at ship-side, subject to charges for storage or wharf demurrage as provided in this Rule and Rule 245
2. The shipment may be moved, at the expense of the vessel, shipper, consignee, owner of the cargo or their agents, to back storage warehouses or back open storage areas at transfer rates as provided for in this tariff. In addition to transfer charges, such cargo will be subject to wharf demurrage as provided in Rule 245
3. The Port Authority may order the shipper, consignee, owner of the cargo or their agents to make alternate storage arrangements and remove cargo from Port Authority facilities. If cargo shipper, owner, or agent does not comply with the Port Authority removal order, the Port Authority may place such cargo in a public storage warehouse, or on a public storage open area at the risk and expense of the cargo. All unpaid port charges which may be accrued against the cargo at that time shall constitute a lien against said cargo.

In the event of unusual circumstances and at the sole discretion of the Port Authority, storage arrangements may be requested at rates and conditions to be negotiated.

245 WHARF DEMURRAGE

The wharf demurrage rates apply to shipments which the Port Authority allows to remain on or in its facilities beyond the free time period, but the Port Authority does not guarantee to allow any shipment to remain on or in its facilities beyond the free time provided in this Tariff.

Upon expiration of free time provided in Rule 235 of this Tariff, wharf demurrage rates as shown below will apply on all shipments allowed to remain in transit sheds, ship-side warehouses, and shipside open areas in care, custody and control of the vessel, shipper, consignee, owner of the cargo or their agents (Port Authority option).

- (A) (A) \$3.25 per net ton for the 1st 15 day period or fraction thereof.
- (B) (B) \$3.25 per net ton for the 2nd 15 day period or fraction thereof.
- (C) (C) \$4.00 per net ton for the 3rd 15 day period or fraction thereof.
- (D) (D) \$4.00 per net ton for the 4th 15 day period or fraction thereof.

Note 1: Demurrage charges on bulk shipments shall be 50% of the above listed rates.

247 CARGO DAMAGED BY FIRE, FLOOD, ETC, WHILE ON PORT PREMISES

Cargo that sustains damage due to fire, flood and other occurrences while on Port premises must be removed promptly to provide for the flow of commerce. If not removed within 30 days of notification by the Port, the cargo will be removed and sold or disposed of. Prior to removal, all involved parties will be notified and all outstanding charges will be assessed and are due at the date of disposal.

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*The Port of Pascagoula
is Operated by the
Jackson County Port Authority*

PUBLIC TERMINALS /INLAND TRANSPORTATION

PUBLIC TERMINALS

- **West Harbor - Pascagoula River – Terminals A, B, C, D and South Terminal**
Our West Harbor Terminals offer 436 000 sq ft of covered storage, cold storage facilities and extensive open storage adjacent to the wharves

[CLICK here for site map](#)

- **East Harbor - Bayou Casotte – Terminals E, F, G, H**
Our Bayou Casotte docks are supported by a 175 000 transit shed at Terminals G and H.

Storage in the Bayou Casotte Harbor includes over 250 000 sq ft of paved open storage and over 10 acres of unpaved open storage

[CLICK HERE for site map.](#)



INLAND TRANSPORTATION



The Port of Pascagoula's transportation infrastructure provides for efficient inland movement of cargo

RAIL TRANSPORT

Pascagoula rail service begins at the terminals of the Pascagoula River and Bayou Casotte Harbors affording efficient port-rail connections. Pascagoula rail service links are the CSXT direct and access to the Canadian National Railroad via the shortline carrier Mississippi Export Railroad

HIGHWAY

The Port of Pascagoula is centrally located and benefits from an extensive highway transit system. Shippers enjoy uncongested, easy access to Interstate 10 and U.S. Highway systems

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