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**PORT OF BROWNSVILLE**  
**Tariff 6 – FMC-T6**  
**SECTION ONE – GENERAL RULES AND REGULATIONS**

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**ITEM 040 – GULF SEAPORTS MARINE TERMINAL CONFERENCE**

*Federal Maritime Commission Agreement 224-200163, effective December 2, 1988*

**Participating Members**

- A. Board of Commissioners of the Port of New Orleans
- B. Board of Commissioners of Lake Charles Harbor and Terminal District
- C. Greater Baton Rouge Port Commission
- D. Orange County Navigation and Port District, Orange, TX
- E. Mississippi State Port Authority at Gulfport
- F. Port of Beaumont Navigation District of Jefferson County, TX
- G. Port Commission of the Port of Houston Authority of Harris County, TX
- H. Board of Trustees of the Galveston Wharves
- I. Alabama State Docks Department – Port of Mobile
- J. South Louisiana Port Commission, LaPlace, LA
- K. Board of Navigation and Canal Commissioners of the Brownsville Navigation District of Cameron County, TX
- L. Port of Port Arthur Navigation District of Jefferson County, TX
- M. Board of Commissioners of the Tampa Port Authority of Hillsborough County, FL
- N. Brazos River Harbor Navigation District, Freeport, TX
- O. Panama City Port Authority
- P. Port of Corpus Christi Authority
- Q. Port of Pensacola
- R. Port of Pascagoula
- S. Manatee County Port Authority of Palmetto, FL
- T. St. Bernard Port, Harbor and Terminal District, Chalmette, LA

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

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**ITEM 040 – GULF SEAPORTS MARINE TERMINAL CONFERENCE (continued)**

**SHIPPERS REQUEST AND COMPLAINTS**

Shippers, or other users of the facilities and services of the members of said Conference, desiring to present requests or complaints with respect to any such rates, charges, rules and regulations, adopted pursuant to said Conference agreement, should submit 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 each skipper or complainant of the docketing of the matter and the date and time of the proposed meeting and if said shipper or complainant desires to be heard, he shall make request therefore upon the Conference Chairman in advance of the meeting:

**John Roby**  
**Conference Chairman**  
**P. O. Drawer 2297**  
**Beaumont, TX 77704**

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**ITEM 050 – DEFINITIONS OF TERMS**

<b>ABBREVIATIONS</b>	
<b>¢</b>	Cent
<b>\$</b>	Dollar
<b>%</b>	Percent
<b>(A)</b>	Addition
<b>(C)</b>	Change in wording which results in neither increase nor reduction
<b>(I)</b>	Increase
<b>(N)</b>	New Item
<b>(R)</b>	Reduction
<b>Cont'd</b>	Continued
<b>Cu. Ft.</b>	Cubic Feet
<b>cwt</b>	Hundred Pound Weight
<b>FMC</b>	Federal Maritime Commission
<b>GRT</b>	Gross Registered Ton
<b>Lbs.</b>	Pounds
<b>LOA</b>	Length Over-All
<b>MFB</b>	Thousand Board Feet
<b>NT</b>	Net Ton
<b>MT</b>	Metric Ton
<b>NOS</b>	Not Otherwise Specified
<b>O/T</b>	Other than
<b>ST</b>	Short Ton
<b>(Local Symbol)</b>	The rate, rule, or regulation bearing this reference mark is published pursuant to agreement of Gulf Port Members of the Gulf Seaports Marine Terminal Conference

<b>DEFINITIONS</b>	
<b>AGENT OR STEAMSHIP AGENT</b>	Persons, firms, corporations, or other business entities and their subsidiaries, duly appointed and authorized as representatives acting on behalf of a steamship line or lines with the legal authority to bind the owner, financially and otherwise, or other vessel owners, and attending to all matters relating to the vessels owned by their principals, in or on the public wharves, docks, terminals, or facilities of the District (See Item 411)
<b>BERTH</b>	The water area at the edge of a wharf, including mooring facilities, used by a vessel while docked.
<b>BOARD</b>	The Board of Navigation and Canal Commissioners of the Brownsville Navigation District.

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**ITEM 050 – DEFINITIONS OF TERMS (continued)**

<b>DEFINITIONS</b>	
<b>BONDED STORAGE</b>	Storage accomplished under bond payable to the United States Treasury Department until cleared for entry by the United States Customs.
<b>CHECKING</b>	The service of counting and checking cargo against appropriate documents for the account of the cargo or the vessel, or other person requesting same.
<b>COASTWISE TRAFFIC</b>	All traffic between any two or more Atlantic or Gulf ports of the United States.
<b>CONTAINER</b>	A standard (I.S.O.) seagoing container 20 feet in length or over.
<b>CONTINUOUS LOADING AND UNLOADING</b>	When used in this Tariff, a loading and/or unloading operation will qualify as a continuous loading and/or unloading operation if it continues for 14 hours per day, weather delays excepting. The first day of loading and/or unloading operations will qualify as a continuous operation if it continues until 22:00 hours.
<b>DAY</b>	A consecutive 24-hour period or fraction thereof, beginning at 12:01 A.M.
<b>DISTRICT</b>	The Brownsville Navigation District.
<b>DOCKAGE</b>	The charge assessed against a vessel for berthing at a wharf, pier, bulkhead structure, or bank or for mooring to a vessel so berthed.
<b>EXPORT TRAFFIC</b>	All traffic moving from the continental United States to ports not within the continental United States.
<b>FREE TIME</b>	The specified period during which cargo may occupy space assigned to it on terminal property free of wharf demurrage or terminal storage charges immediately prior to the unloading or subsequent to the discharge of such cargo on or off the vessel.
<b>HANDLING</b>	The service of physically moving cargo between point of rest and any place on the terminal facility, other than the end of ship's tackle.
<b>HARBOR FEE</b>	A fee assessed to all waterborne vessels engaged in foreign, coastwise, intercoastal or intracoastal trade.
<b>HEAVY LIFT</b>	Any cargo that cannot be handled with a single lift machine or weighs more than 30,000 lbs.
<b>IMPORT TRAFFIC</b>	All traffic moving from ports not within the continental United States to the continental United States.

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**ITEM 050 – DEFINITIONS OF TERMS (continued)**

<b>DEFINITIONS</b>	
<b>INTERCOASTAL TRAFFIC</b>	All traffic between Atlantic and Gulf ports of the United States to the continental United States.
<b>INTRACOASTAL TRAFFIC</b>	All traffic between interior points served by canals and rivers.
<b>LINER SERVICE</b>	Vessels making regularly scheduled calls for the receipt and delivery of cargo at this port.
<b>LOADING OR UNLOADING</b>	The service of loading or unloading cargo between any place on the terminal and railroad cars, trucks, or barges or any other means of land conveyance to or from the terminal facility.
<b>MARGINAL TRACKS</b>	Railroad tracks on the wharf apron within reach of ship's tackle.
<b>MONTH</b>	That period beginning at 12:01 A.M. on the first day of the calendar month following spotting of the cargo for unloading and ending at 11:59 P.M. on the last day of the calendar month preceding loading out of the cargo.
<b>POINT OF REST</b>	The area of the terminal facility which is assigned for the receipt of inbound cargo from the ship and from which inbound cargo may be delivered to the consignee and that area of the terminal facility which is assigned for the receipt of outbound cargo from shipper for loading of vessel.
<b>PORT</b>	The physical facilities of the Port of Brownsville, the channel, docks, sheds, roads, etc. The Port is owned and operated by the District.
<b>PROJECT CARGO</b>	Project cargo includes freight that is voluminous, either by weight, size or quantity, or composed of complex components that must be disassembled, shipped and then re-assembled.
<b>SHIPSIDE</b>	The location of cargo within reach of ship's tackle or in berth space, in accordance with the customs and practices of this port.
<b>SWITCHING</b>	Moving of cargo within the confines of the port area whether on land or water, (a) between locations; (b) between one or more transportation conveyances; or (c) between location and transportation conveyances.

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**ITEM 050 – DEFINITIONS OF TERMS (continued)**

<b>DEFINITIONS</b>	
<b>TERMINAL STORAGE</b>	The service of providing warehouse or other terminal facilities for the storage of inbound or outbound cargo after the expiration of free time, including wharf storage, shipside storage, closed or covered storage, opened or ground storage, bonded storage, and refrigerated storage, after storage arrangements have been made.
<b>TON, METRIC</b>	A unit of weight of 2,204.6 pounds
<b>TON, NET OR SHORT</b>	A unit of weight of 2,000 pounds.
<b>USER</b>	A user of the facilities owned, leased, and/or controlled by the Brownsville Navigation District shall include any vessel or person using any District properties, facilities, or equipment, or to whom or for whom any service, work, or labor is furnished, performed, done, or made available by the District, or any person owning or having custody of cargo moving over such facilities.
<b>VESSEL</b>	Includes within its meaning every description of water craft or other artificial contrivance whether self-propelled or non-self-propelled, used, or capable of being used, as a means of transportation on water, and shall include in its meaning the owner thereof.
<b>WHARF</b>	Any wharf, pier, quay, landing, or other stationary structure to which a vessel may make fast or which may be utilized in the transit or handling of cargo or passengers and shall include other port terminal facility areas along side of which vessels may lie or which are suitable for and are used in the loading, unloading, assembling, distribution, or handling of cargo.
<b>WHARF STORAGE (WHARF DEMURRAGE)</b>	A charge assessed against cargo remaining in or on terminal facilities after the expiration of free time.
<b>WHARFAGE</b>	A charge assessed against the cargo or vessel on all cargo passing or conveyed over, onto, or under wharves or between vessels (to or from barge, lighter, or water), when berthed at a wharf or when moored in slip adjacent to wharf. Wharfage is solely the charge for use of wharf and does not include charges for any other service.

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**ITEM 075 - INDEMNIFICATION CLAUSE**

No provision contained in this Tariff shall limit or relieve the Brownsville Navigation District (Port of Brownsville) from liability for the District's own sole negligence nor require any person or user to indemnify or hold harmless the Brownsville Navigation District (Port of Brownsville) from liability for the District's own sole negligence.



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**ITEM 100 - JURISDICTION**

1. The Brownsville Ship Channel and public wharves and related facilities on the Brownsville Ship Channel are owned and operated by the Brownsville Navigation District of Cameron County, Texas. The District, which is governed by a Board of Navigation and Canal Commissioners, has jurisdiction over and control of the use of the Brownsville Ship Channel from its beginning at the entrance to Brazos Santiago Pass from the Gulf of Mexico to and including the Turning Basin at the Port of Brownsville and all navigable basins or slips adjacent thereto, hereinafter called Waterways, excluding those in the Port of Port Isabel and the City of Port Isabel; and jurisdiction over and control of the use of all land, wharves, sheds, warehouses, open storage patios, water distribution system, sewage collection system, roads, security, and all other property, equipment and facilities owned and/or operated by it, hereinafter called Facilities; and has the power to regulate and fix charges for the use of such waterways and facilities. Such control and regulation applies to all vessels entering or exiting the Port of Brownsville as well as all other users of the facilities.
2. The same body also constitutes the Board of Pilots Commission, under whose authority rates and regulations are set for pilotage on the Ship Channel and Brazos Santiago Pass.

**ITEM 105 - CONSENT TO TERMS**

1. The use of the waterways and facilities under jurisdiction of the District shall constitute a consent to the terms and conditions of this Tariff and evidences an agreement on the part of all vessels, their owners and agents, and other users of such waterways and facilities, hereinafter called User, to pay all charges specified and be governed by all rules and regulations herein contained.
2. The District reserves the right at any time or times and without notice to deny the use of its facilities to any user who or which has not paid any invoice for its account within the time permitted under the District's collection policy (Item 115); such denial may continue until user's accounts are fully paid and credit has been re-established with the District.

**ITEM 106 – LIMITATION TO RIGHT OF ACCESS TO PORT PROPERTY**

1. Any person who enters the Port of Brownsville in any capacity must comply with the Port entry requirements and security measures in effect at the time of entry. Those requirements are based on a number of factors, including Department of Homeland Security regulations and MARSEC levels. The District retains the right to deny entry to any person at any time. Possession of a valid license or permit does not guarantee entry into the Port of Brownsville.
2. Operation of all motor vehicles on Port property must comply with State and Federal transportation laws and Brownsville Navigation District Ordinance No. 3.

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**ITEM 106 – LIMITATION TO RIGHT OF ACCESS TO PORT PROPERTY (continued)**

3. All vehicles entering upon District property are subject to search at any time. If the driver of a vehicle refuses to permit a search, access will be denied.
  
4. Only authorized vehicles will be allowed entry through the entry gates at the Port of Brownsville. If, in the judgment of District personnel, the use, driving, operating or parking of a motor vehicle does, will or could interfere with the efficient and safe operations of the Port of Brownsville, designated District representatives, including the Brownsville Navigation District's security and police personnel, may order such vehicles out of the area or off the District's property. The District may order the removal of vehicles not in compliance with this provision, and in such event all towing and storage will be the responsibility of the owner of the vehicle.
  
5. Certain areas have been or may be designated for parking. Vehicles must park in these areas. Vehicles that are not parked in designated parking areas may be subject to removal as noted above.

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**ITEM 110 - PAYMENT OF CHARGES AND RESPONSIBILITY**  
**THEREFORE: EXTENSIONS OF CREDIT AND LIENS**

1. Vessel charges, as set out hereinafter, shall constitute a lien against the vessel. Cargo charges, as set out hereinafter shall constitute a lien against the merchandise or commodity. Service charges shall be payable by the party requesting such service.
2. Charges against cargo in or on the District's facilities are due on delivery, and the District reserves the right to prevent delivery in the absence of satisfactory assurance of payment.
3. All invoices rendered by the District for use of its facilities or any services and claims whatsoever are due and payable in cash upon presentation, unless arrangements for extension of credit have been made. When credit arrangements have been made, any vessels, their owners and agents, or other users receiving invoices and failing to make full payment within the time permitted under the District's Collection Policy (Item 115 of this Tariff) may be placed on a Cash-in-Advance basis and/or may be denied the use of the District's facilities.
4. Presentation of invoices to Vessels, their owners and agents, or other users is done as a matter of accommodation and convenience and shall not constitute a waiver of the liens for charges furnished a vessel for which the maritime law gives a lien.
5. Vessel charges are due from the vessel, its owners and agents and shall be collected for and on behalf of the District through the vessel's owners and its agents, and such vessel and its owners and agents, jointly and severally, shall guarantee and be liable for the payment of such charges to the District.
6. Wharfage and cargo storage charges are due from the owner, shipper, or consignee of the cargo. The vessel and its owners and agents, jointly and severally, shall guarantee and be liable for the collection and payment of wharfage charges to the District. The vessel and its owners and agents, and stevedores, shall guarantee and be liable for the collection and payment of cargo storage charges. The aforementioned guarantee and liability will be effective whether or not the charges are collected by such vessel or its owner or agent, or by the stevedores, except as provided in the following paragraph. The use of the wharf or other terminal facility by the vessel or its owner or agent, or stevedores, shall constitute acceptance and acknowledgment of this agency guaranty and liability. Any errors in invoices will be rectified by the District.

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**ITEM 110 - PAYMENT OF CHARGES AND RESPONSIBILITY**  
**THEREFORE: EXTENSIONS OF CREDIT AND LIENS (continued)**

7. On written request, as hereinafter provided, the District will invoice cargo-related charges such as wharfage and storage charges either to a Steamship Agent other than the one representing the Vessel, to a licensed Stevedore or Freight Handler (licensed under Item 421 of this Tariff), or to a lessee of the District, being in good standing with the District and acceptable to the District, provided that a request in writing by the Vessel's agent is received by the District for such invoicing at the time berth assignment is requested, or prior to the removal of the cargo from the dock, and written acceptance of the responsibility for such charges is received by District from the party to be invoiced.
8. The District, at its option and subject to termination at its election, may at any time, and from time to time, extend credit to any user or other persons conducting business with the District under the provisions of this tariff or amendments or re-issues thereof.
9. The District reserves the right to estimate and collect in advance all charges which may accrue against vessels, their owners and agents, and against cargo loaded or discharged by such vessels, and other users of the facilities of the District, whose credit has not been properly established with the District. Use of the facilities may be denied until such advance payments or deposits are made in accordance with the District's Collection Policy (Item 115 of this Tariff).
10. As compensation to agents and stevedores for collection of dockage, wharfage, and cargo storage charges, the District shall pay a fee of two and one-half (2 1/2%) of the total dockage, wharfage, and penalty storage charges incurred and billed to the agents and stevedores. This fee will only be paid in instances where the collection and payment of said charges is by the agents and stevedores, said charges are paid within 30 days of invoice date, and such charges are for the account of a third party. When, pursuant to written contracts, such charges are billed to and paid by parties other than the agents and stevedores, such fee will not be paid. Nothing in this paragraph is intended to relieve agents or stevedores of responsibilities or liabilities described in preceding paragraphs.

**ITEM 115 - COLLECTION POLICY**

1. Any invoice or amount, other than an invoice for ground lease rental or an invoice for Port Services (defined as those services normally billed on the monthly Port Services billing to include potable water, sewage, solid waste collections and disposal, fire service connections, and security charges, if applicable that are controlled by their own specific delinquency provisions, owed to the District which is 30 days or more past invoice due date is considered delinquent. Any vessel, her owners and agents, stevedoring companies, or any other user of the facilities of the District, including lessees, whose account becomes delinquent will be required to pay Cash in Advance for any further use of the facilities and/or will be denied any further use of the facilities until the account is completely paid and the user has re-established credit with the District which is satisfactory with the Director of Finance. See Policies C301 through C309 for Leasing Policies and Policy G103 for the Port Services Collections and Discontinuation Policy.

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**ITEM 115 - COLLECTION POLICY (CONTINUED)**

2. The party responsible for a delinquent invoice shall be responsible for all expenses and charges incurred by the District in collection of the invoice. These charges must be paid before an account will be considered current.
3. New users of the facilities or users whose credit has not been properly established with the District will be on a Cash-in-Advance basis until such time as they have established credit with the District. Deposit shall be 125% of estimated monthly charges for use of the facilities. The District will refund any Cash-in-Advance funds remaining after all charges and invoices owing to the District have been satisfied, including invoices not related to the use of facilities for which the Cash-in-Advance was made. The District reserves the right to estimate all charges and deposits.
4. The District reserves the right to apply payments against user's oldest outstanding invoice, except that payments made on behalf of specific vessels and their owners will be applied as specified.
5. Any invoice, other than an invoice for ground lease rental that contains its own specific delinquency provisions, remaining unpaid 30 days or more past invoice due date will be assessed an interest charge of 15% per annum, on the unpaid balance for each 30 days that it remains unpaid, in addition to a one-time late fee of \$25.00 per delinquent invoice which will be added to the first invoice for interest charges. Written notice of any invoice in dispute must be furnished to the District's Director of Finance within twenty (20) days from date of invoice or else interest charges and a late fee will apply.
6. Parties in arrears more than 30 days from date of issue of invoice may be removed from all credit lists until the District has been furnished a specific payment bond in a sum acceptable to the Board of Commissioners, issued by a corporate surety authorized to do and doing business in the State of Texas and listed in U.S. Department of the U.S. Treasury Circular 570, warranting the payment of any and all charges of the District thereafter incurred within (30) days of the date of presentation of each invoice for such charges, and such bond shall not be subject to cancellation except upon thirty (30) days advance written notice by such surety to the District.
7. Accounts with invoices that are delinquent 30 days or more from the invoice due date are subject to legal collection efforts. Any account that has an invoice that is turned over for legal collection efforts will be assessed the cost of collection.
8. Under no circumstances may any amount claimed against the District be commingled with or offset out of moneys due the District.

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**ITEM 120 - LESSEE INSURANCE**

Lessees shall keep in full force and effect Bodily Injury Liability and Property Damage Liability Insurance covering its operations to be carried out upon or in connection with their lease. The general liability and the automobile liability policy or policies shall name District and its employees and agents as additional insured, with the provision that such coverage will not extend to actions resulting from the District's own sole negligence, shall contain a waiver of subrogation in favor of the District on each coverage, and contain a clause that the insurance will not be canceled or changed without giving the District sixty (60) days' prior written notice. Certificates of insurance shall be furnished to the District. The limits of liability and other insurance particulars will be set from time to time by the Board of Commissioners of the Brownsville Navigation District and will be available at the District's administrative office.

**ITEM 125 - HOLD HARMLESS CLAUSE**

Except for damage or injury caused by the District's own sole negligence, users of its facilities agree to indemnify and save harmless the District and its employees and agents from and against all losses, claims, demands, and suits for damages, including death and personal injury, and including court costs and attorney's fees, incident to or resulting from their operation on the property of the District.

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**ITEM 137 - USER RESPONSIBILITY**

1. In the event of a fire, oil spill or other emergency situation, the District may contact local emergency responders as a courtesy to its users. All expenses of this emergency response are borne by the responsible party. \
2. The District assumes no responsibility for the costs of emergency response to lease sites, to vessels or to oil spills. Any costs that are incident to an emergency response are borne by the responsible party.

**ITEM 140 - RESPONSIBILITY FOR PROPERTY DAMAGE**

Users of the facilities of the District shall be responsible for all damage to the property of the District, and any such damage resulting from the activity of the user, shall be repaired and billed against the user for such damage in accordance with Items 145, 150, and 160.

The provision of this item is subject to Item 75.

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**ITEM 145 - DISTRICT-OWNED EQUIPMENT USE RATES**

On occasion, it is necessary for the District to utilize its equipment to perform maintenance and repairs to District facilities that are collectible from its lessees or other parties.

Invoices will be prepared using the rates set out below, plus applicable sales taxes. Equipment use charges will begin at the time the District's equipment leaves their assigned storage area, until the equipment is returned upon completion of the work. A minimum charge of 4 hours will be made for any equipment used for work performed under this Item. Additional charges for operator's time will be added to invoices for equipment charged at a rate that does not already include the operator's time. Overtime rates of 1½ times the listed rates will be charged for equipment used for work performed outside of regular working hours, Monday through Friday, 8:00 AM through 5:00 PM or on a holiday as listed in this Tariff, Item 165. This rate is subject to change annually. Under no circumstances shall District equipment be rented to lessees or other parties.

	With or Without Operator	Charge per hour
Air Compressor	Without	60.00/day
Backhoe	With	100.00
Bucket Truck/Ladder Truck	With	60.00
Compactor/Vibrating	With	50.00
Crane Truck	With	60.00
Dump Truck	With	50.00
Flatbed Trailer	Without	60.00/day
Flat Bed Truck	With	75.00
Generator	Without	60.00/day
Hydraulic Excavator	With	100.00
Maintainer	With	100.00
Mini-Van	With	60.00
Oil Boom (per foot)	Without	60.00/day
Outboard Boat w/Trailer	With	75.00
Payloader/Front End Loader	With	100.00
Pickup	With	50.00
Pressure Washer w/Trailer	Without	60.00/day
Riding Lawn Mower w/Trailer	With	60.00
Sweeper	With	175.00
Tank Truck	With	100.00
Tractor w/Shredder	With	75.00
Vacuum Truck	With	200.00
Water Pumps	Without	60.00/day
Welder	Without	60.00/day
Winch Truck	With	60.00

*The provisions of this item are subject to Item 75, Item 110 and Item 115.*



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**ITEM 150 - SALE OF MATERIALS AND SERVICES**

1. On occasion, it is necessary for the District to use materials which it normally carries in inventory or to purchase materials and/or services to perform maintenance and repairs to District facilities that are collectible from its lessees or other parties
2. The invoice price for these materials will be set at the District's latest cost plus 30%. All prices will be at the District's storage area
3. The District has adopted a Policy for Disposition of Earthen Material which governs the disposition and/or sale of earthen material and said policy is subject to Item 75, Item 110, and Item 115 of this Tariff.

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**ITEM 155 - WATCHMEN SERVICE AT FISHING HARBOR**

The District may provide watchmen service at the Fishing Harbor subject to the following terms:

1. All cost for providing this service will be determined and billed to the lessees at the Fishing Harbor prior to March 1st of each succeeding year. The amount will be payable annually in advance or may be billed as a utility at the District's discretion. Standard District collection policies will be applicable.
2. Watchmen service will be in effect on a year-to-year basis until canceled by either the District or by a simple majority of lessees at Fishing Harbor by written notice of not less than 90 days prior to March 1st of each succeeding year.
3. Fishing Harbor lessees agree to indemnify and save harmless the District from and against all losses, claims, demands, and suits for damages, including death and personal injury, and including court costs and attorney's fees, incident to or resulting from this service.
4. The pro-rata cost to each lessee is based on the lineal footage and location of each lease.

**ITEM 160 - LABOR CHARGES**

On occasion, it is necessary for the District to utilize its personnel to perform maintenance and repairs to District facilities that are collectible from its lessees or other parties.

Invoices will be prepared using the rates set out below, plus applicable sales taxes. Labor charges will be made from the time the District's personnel leave their assigned work station, until they return upon completion of the work. A minimum charge of 4 man-hours will be made for any work performed under this Item.

This rate is subject to change annually.

	<b>Rate per Man Hour</b>
Electricians	\$ 35.00
Equipment Operators	20.00
General Laborers	15.00
Helpers for Electrician, Plumber or Skilled Craftsman	20.00
Plumbers	35.00
Skilled Craftsmen	30.00
Welders	25.00
Supervisors	42.50

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**ITEM 165 - HOLIDAYS**

Holidays referred to in this tariff are:

* New Year's Day	January 1
Martin Luther King Day	January (3rd Monday)
* Presidents' Day	February (3rd Monday)
Texas Independence Day	March 2
* Good Friday	Friday preceding Easter Day
* Memorial Day	Last Monday in May
Emancipation Day	June 19
* Independence Day	July 4
* Labor Day	September (1st Monday)
* Veterans Day	November 11
* Thanksgiving Day	November (4th Thursday)
* Thanksgiving Friday	Friday after the 4 <sup>th</sup> Thursday in November
* Christmas Eve	December 24
* Christmas Day	December 25

*\*District/Port of Brownsville Employee Holiday*

Holidays falling on Saturday or Sunday will be observed the following Monday by the ILA. District employee holidays falling on Saturday are observed on the previous Friday, and those falling on Sunday are observed on the following Monday.

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**ITEM 175 - MAINTENANCE OF LEASED PREMISES**

1. **PURPOSE** - The purpose of this regulation is to prescribe the maintenance requirements to be accomplished by those individuals or companies occupying District property.
2. **APPLICATION** - These regulations apply to all individuals or companies occupying District property under lease contract, sublease, letter agreements or without District approval.
3. **POLICY** - The basic policy is that District occupants will keep their premises in an orderly and presentable manner so as to maximize safety and appearance without reducing operational efficiency.
4. **RESTRICTIONS** - Building setbacks are required by the lease contract. No variances will be permitted without prior approval of the District's Board of Commissioners. The District is the building code authority and requires compliance with the Southern Building Codes and the Fire Protection Association Code. Cameron County building permits are required before the Public Utilities Board of Brownsville can connect electric service.
5. **GROUNDS** - Grass should be kept trimmed to 4" or less and trash not permitted to accumulate. Landscaping to improve the appearance of the grounds or to shield operational areas is encouraged.
6. **SOLID WASTE** - The storage of all solid waste is to be practiced in a manner that will prevent the attraction, harborage or breeding of insects and/or rodents and that will eliminate conditions harmful to public health or which create safety hazards, odors, unsightliness or public nuisances. Storage, collection, transportation, processing, and disposal of solid waste is further regulated by BND Ordinance Number 7 enacted in May 1982.
7. **BUILDINGS AND STRUCTURES** - Buildings and structures are to be kept in a good state of repair at all times. Windows are to be replaced when broken and should be kept clean. Painting should be accomplished when existing paint begins to flake or fade or becomes soiled by either dirt and grime or graffiti.

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**ITEM 175 - MAINTENANCE OF LEASED PREMISES (CONTINUED)**

8. **FIRST IMPRESSION AREAS** - Priority and emphasis will be given to those areas of the Port that are of highest visibility to the public and give them their first impression of the Port of Brownsville. A positive First Impression is extremely important to marketing the Port's facilities and property. First Impression areas include those areas contiguous to State Highway 48 and F.M. 511 and the area visible along Foust Road to Windhaus Road, Windhaus Road to R. L. Ostos Road back to Windhaus Road.
  
9. **RAIL TRACK MAINTENANCE** - All rail tracks and rail spurs located on the District's leased properties shall be maintained as follows:
  - A. Lessee shall not operate off-track vehicles of any kind on the ballast, ties or rails of track within the boundaries of its lease in such a manner as to damage the track structure or impair the drainage of said track. When necessary in the course of the Lessee's conduct of business to operate machinery or vehicles laterally across the track located on Lessee's lease, wooden or blacktop crossings installed according to Brownsville Navigation District and Brownsville and Rio Grande International Railroad specifications will be used and will be constructed and maintained at Lessee's expense.
  
  - B. Spur tracks located within the boundaries of Lessee's lease shall be maintained in safe operating condition to the satisfaction of the District and the Brownsville and Rio Grande International Railroad. This includes a regular vegetation control program on and alongside of rail tracks. Types of herbicides used shall be in compliance with all applicable federal, state, and local laws and regulations.

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**ITEM 180 - ABANDONED VESSELS:**

1. For the purposes of this section, a vessel shall be considered abandoned if it:
  - A. Is moored to property in the Brownsville Ship Channel or the Port of Brownsville Fishing Harbor, other than property leased to a private lessee, and is not covered by a valid berthing assignment; or
  - B. Is moored to property in the Brownsville Ship Channel or the Port of Brownsville Fishing Harbor on which the lease has been terminated; or
  - C. Is in violation of Section 5 of Brownsville Navigation District Ordinance Number 4.
2. Vessels moored to property on which there is an existing lease shall not be considered abandoned, and shall be the responsibility of the lessee, and shall not be moved to other District property without the consent of the District. The lessee shall be liable to the District for all of District's costs involved in moving, storing, or disposing of a vessel moved from a lease site without the District's consent.
3. It is the responsibility of the lessee to dispose of any vessel that has been taken permanently out of service or is in poor condition.
4. The Director of Industrial Development will maintain a listing of fishing vessels that are permitted to be moored in the Port of Brownsville or Port of Brownsville Fishing Harbor. No vessel may be moored in the Port of Brownsville or the Port of Brownsville Fishing Harbor without written authorization from the Harbormaster. Vessels in violation of this item will be considered to be abandoned and will be subject to the provisions of this Item.
5. The District may take into custody an abandoned vessel located in the Ship Channel or the Port of Brownsville Fishing Harbor.
6. The District, after taking into custody an abandoned vessel, shall notify not later than the tenth day after taking the vessel into custody, by certified mail, the last known registered owner of the vessel and all lien holders of record, pursuant to the certificate of documentation, if such vessel holds one, or to the District's records, if the vessel does not. The notice shall describe the vessel in as much detail as is reasonably possible, set forth the location where the vessel is being held, and inform the owner and any lien holders of their right to reclaim the vessel. The notice shall also state that the failure by the owner or lien holder to exercise its right to reclaim the vessel within the time provided constitutes a waiver by the owner and lien holders of all right, title, and interest in the vessel and their consent to the sale of the abandoned vessel at public auction.

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**ITEM 180 - ABANDONED VESSELS (CONTINUED)**

7. If the identity of the last registered owner cannot be determined, if the documentation contains no address for the owner, or if it is impossible to determine with reasonable certainty the identity and addresses of all lien holders, notice by one publication in one newspaper of general circulation in Cameron County, Texas is sufficient notice under this section. The notice by publication shall have the same contents required for a notice by certified mail.
8. The owner and all lien holders of record shall have the right to reclaim the vessel within twenty days after notice from the District as provided in this Item. Such owner or lien holder may reclaim the vessel on payment of all towing, dockage, and other charges against the vessel. Reclaimed vessels must be removed from the waters of the Port of Brownsville and the Port of Brownsville Fishing Harbor within two weeks of reclamation. Failure to remove the reclaimed vessel within the two-week period allowed will result in the loss of the right to reclaim the vessel. In the event that this occurs, the vessel will be disposed of as provided for in this Item.
9. If an abandoned vessel is not reclaimed as provided by this Item, the District may sell the vessel at a public auction. Proper notice of the public auction shall be given. The purchaser of the vessel shall take title to the vessel free and clear of all claims of ownership, except as provided by Federal law. Vessels purchased at a public auction from the District must be removed from the waters of the Port of Brownsville within two weeks of the date of the auction. The District may bid at the auction.
10. From the proceeds of the sale of an abandoned vessel, the District shall reimburse itself for the expenses of the auction, the costs of towing, preserving, and storing the vessel, all notice and publication costs, and any dockage and other charges against the vessel. Any remainder from the proceeds of a sale shall be held for the owner of the vessel or entitled lien holder for ninety days, and then shall be deposited in the District's General Fund.
11. Notwithstanding any other provision in this item, District shall have the right to move any vessel whether abandoned or not, without notice to the owner or any lien holder, and without liability for any damage to the vessel or gear, even if caused by the sole negligence of the District, if in District's sole discretion the vessel presents a safety hazard or is in imminent danger of sinking. District's costs for relocating a vessel under this paragraph shall be a charge against the vessel, and shall be paid promptly on demand by the vessel owner.
12. The provisions of this item are subject to Item 75.