



TARIFF No. 6 (CANCELS FMCT-F)

**RATES, RULES, AND
REGULATIONS
GOVERNING
THE BROWNSVILLE
SHIP CHANNEL
AND
THE PUBLIC WHARVES,
PIERS, DOCKS, AND
EQUIPMENT**

**BROWNSVILLE
NAVIGATION
DISTRICT OF
CAMERON
COUNTY, TEXAS**



Issued by The Board of Navigation
And Canal Commissioners

ISSUED: December 6, 2006 EFFECTIVE: March 1, 2007

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**BOARD OF COMMISSIONERS
OF THE
BROWNSVILLE NAVIGATION DISTRICT**

Esteban Guerra	Chairman
Sergio Tito Lopez	Vice Chairman
John Reed	Secretary
Ernesto Gutierrez	Assistant Secretary
John Wood	Assistant Secretary

The Brownsville Navigation District - "**Port of Brownsville**" - strives to provide efficient, economical, and courteous service to its customers. It is also the desire of the Board of Commissioners to encourage the establishment of new industry and commerce within the Harbor and Terminal District, especially along its industrial ship channel. The Port's administrative staff stands ready to assist, advise, and work with any company contemplating locating within our area.

We respectfully invite your inquiries both as to site locations and movement of your cargo in waterborne commerce.

PLEASE NOTE: The Port of Brownsville's Tariff No. 6 has been electronically filed under Rule 34 required by the Federal Maritime Commission (FMC) under the Automated Tariff Filing and Information System (ATFI). However, for your convenience, the Port will continue publishing a printed version of Tariff No. 6 which contains all of the same rules, regulations, rates and charges as those contained in its electronically filed tariff.

**BROWNSVILLE NAVIGATION DISTRICT
"PORT OF BROWNSVILLE"**

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- **Grantee, Foreign Trade Zone #62 - Tariff provided upon request.**

PORT OF BROWNSVILLE
Tariff 6 – FMC-T6
CHECK SHEET FOR AMENDMENTS TO TARIFF

This Tariff is used in loose leaf form and all changes will be made by reprinting the entire page. Such reprinted page will bear the same number as the original page and also show that it is a revised page.

Upon receipt of revised pages, the revised page number should be placed in the space opposite the "Amendment" number below corresponding to "Amendment" number shown on new or changed page. If revised page numbers are entered as received, check spaces will be filled in consecutive order with no omissions. If check spaces indicate an "Amendment" sheet has not been received, requests for missing pages should be made to the office of the Port Director and CEO, giving "Amendment" numbers of missing pages.

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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 Pensacola
- Q. Port of Pascagoula, Pascagoula, MS
- R. Manatee County Port Authority of Palmetto, FL
- S. St. Bernard Port, Harbor and Terminal District, Chalmette, LA
- T. Jackson County Port Authority
- U. Plaquemines Port, Harbor, and Terminal District

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:

Bill Inge, Conference Chairman
Gulf Seaports Marine Terminal Conference
c/o Alabama State Port Authority
P. O. Box 1588
Mobile, AL 36633

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ITEM 050 – DEFINITIONS OF TERMS

ABBREVIATIONS	
¢	Cent
\$	Dollar
%	Percent
(A)	Addition
(C)	Change in wording which results in neither increase nor reduction
(I)	Increase
(N)	New Item
(R)	Reduction
Cont'd	Continued
Cu. Ft.	Cubic Feet
cwt	Hundred Pound Weight
FMC	Federal Maritime Commission
GRT	Gross Registered Ton
Lbs.	Pounds
LOA	Length Over-All
MFB	Thousand Board Feet
NT	Net Ton
MT	Metric Ton
NOS	Not Otherwise Specified
O/T	Other than
ST	Short Ton
(Local Symbol)	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

DEFINITIONS	
AGENT OR STEAMSHIP AGENT	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)
BERTH	The water area at the edge of a wharf, including mooring facilities, used by a vessel while docked.
BOARD	The Board of Navigation and Canal Commissioners of the Brownsville Navigation District.

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ITEM 050 – DEFINITIONS OF TERMS (continued)

DEFINITIONS	
BONDED STORAGE	Storage accomplished under bond payable to the United States Treasury Department until cleared for entry by the United States Customs.
CHECKING	The service of counting and checking cargo against appropriate documents for the account of the cargo or the vessel, or other person requesting same.
COASTWISE TRAFFIC	All traffic between any two or more Atlantic or Gulf ports of the United States.
CONTAINER	A standard (I.S.O.) seagoing container 20 feet in length or over.
CONTINUOUS LOADING AND UNLOADING	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.
DAY	A consecutive 24-hour period or fraction thereof, beginning at 12:01 A.M.
DISTRICT	The Brownsville Navigation District.
DOCKAGE	The charge assessed against a vessel for berthing at a wharf, pier, bulkhead structure, or bank or for mooring to a vessel so berthed.
EXPORT TRAFFIC	All traffic moving from the continental United States to ports not within the continental United States.
FREE TIME	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.
HANDLING	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.
HARBOR FEE	A fee assessed to all waterborne vessels engaged in foreign, coastwise, intercoastal or intracoastal trade.
HEAVY LIFT	Any cargo that cannot be handled with a single lift machine or weighs more than 30,000 lbs.
IMPORT TRAFFIC	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)

DEFINITIONS	
INTERCOASTAL TRAFFIC	All traffic between Atlantic and Gulf ports of the United States to the continental United States.
INTRACOASTAL TRAFFIC	All traffic between interior points served by canals and rivers.
LINER SERVICE	Vessels making regularly scheduled calls for the receipt and delivery of cargo at this port.
LOADING OR UNLOADING	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.
MARGINAL TRACKS	Railroad tracks on the wharf apron within reach of ship's tackle.
MONTH	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.
NON-WATERBORNE CARGO	Cargo arriving at the public facilities of the Port of Brownsville by any transportation method other than waterborne commerce which will not be re-shipped from the Port of Brownsville via waterborne transportation.
POINT OF REST	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.
PORT	The physical facilities of the Port of Brownsville, the channel, docks, sheds, roads, etc. The Port is owned and operated by the District.
PROJECT CARGO	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.
SHIPSIDE	The location of cargo within reach of ship's tackle or in berth space, in accordance with the customs and practices of this port.
SWITCHING	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)

DEFINITIONS	
TERMINAL STORAGE	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.
TON, METRIC	A unit of weight of 2,204.6 pounds
TON, NET OR SHORT	A unit of weight of 2,000 pounds.
USER	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.
VESSEL	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.
WHARF	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.
WHARF STORAGE (WHARF DEMURRAGE)	A charge assessed against cargo remaining in or on terminal facilities after the expiration of free time.
WHARFAGE	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. Non-Waterborne Cargo will be assessed a fee equal to the wharfage charge for that commodity published herein.

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ITEM 075 - INDEMNIFICATION CLAUSE

Users of the Brownsville Navigation District's facilities or waterways release and discharge the District from liability for, and assume the risk of loss or damage to the property of the user, and the personal injury or death of any person employed by the user, and agree to defend, indemnify, reimburse, and hold harmless the District, its agents, servants, employees, and Port Commissioners, from all claims, causes of action, demands, and liabilities of any kind or character, including but not limited to claims, causes of action, demands, and liabilities of any kind or character resulting from, arising out of or caused, in whole or in part, by said user's fault of any kind, including but not limited to negligence, gross negligence, intentional acts, strict liability in tort, breach of warranty, express or implied, or breach of any term or condition of the District's tariff, as amended, including those caused by any of the activities of said user's agents, contractors, employees, invitees, or licensees directly or indirectly related to use of the District's facilities or waterways by said user, save and except such damages as may be caused by the negligence of the District, its agents, contractors, employees, invitees or licensees, it being intended that said user will indemnify the District for said user's proportionate fault, including but not limited to negligence, which causes such damages. Should said user fail or refuse after written notice to participate in the settlement of a claim for damages, then the District may settle with the claimant without prejudice to the District's indemnity rights set forth herein, it being agreed that a settlement after notice to the user will constitute a settlement of the proportionate fault, including but not limited to negligence of both the user and the District, which settlement may later be apportioned between the District and said user. For purposes of this paragraph, "user" shall be construed broadly to include any person or entity using the District's facilities or waterways, directly or indirectly. Notwithstanding the foregoing, District reserves all rights in law in equity including its rights and immunities under the doctrine of governmental immunity.

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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, 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 penalty 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, both parties are to have properly submitted all required cargo documentation as specified in Tariff Item 200 and 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. Failure to bring account current for all other billings owed to the District within 14 days of delinquent notification will result in forfeiture of that month's calculated 2 ½% fee.

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 a negotiated agreement that contains its own specific delinquency provisions, remaining unpaid 30 days or more past invoice date will be assessed an interest charge at the maximum interest rate allowable by law per annum, on the unpaid balance for each 30 days period that it remains unpaid. 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. Rates for equipment not listed below will be provided before services are rendered. 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	75.00/day
Backhoe	With	140.00
Bucket Truck/Ladder Truck	With	100.00
Compactor/Vibrating	With	100.00
Crane Truck	With	120.00
Dump Truck	With	100.00
Fenders	Without	500.00/day
Flatbed Trailer	Without	140.00/day
Flat Bed Truck	With	140.00
Generator	Without	120.00/day
Hydraulic Excavator	With	175.00
Maintainer	With	175.00
Oil Boom	With	120.00
Outboard Boat w/Trailer	With	75.00
Payloader/Front End Loader	With	140.00
Pickup	With	85.00
Pressure Washer w/Trailer	With	60.00
Riding Lawn Mower w/Trailer	With	85.00
Sweeper	With	175.00
Tank Truck	With	100.00
Tractor w/Shredder	With	100.00
Vacuum Truck	With	200.00
Water Pumps	Without	40.00
Welder	Without	40.00
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 and services 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, repairs, security services for non-regularly manned areas and other professional services that fall outside the normal course of business. These services are collectible from its lessees or other responsible parties.

Invoices will be prepared using the employee rate plus forty percent (40%), plus applicable sales taxes. Labor charges will be calculated from the time the District's personnel leave their assigned workstation, 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.

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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 th 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. **GROUND**S - 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 Railway 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 Railway. 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 Real Estate Services 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.

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ITEM 200 – CARGO DOCUMENTATION

1. Cargo Manifest/Inward Cargo Declaration

- a. All Responsible Parties, as identified in Item 300, shall furnish a Cargo Manifest/Inward Cargo Declaration upon submittal of a Berth Application.

Cargo Manifest/Inward Cargo Declaration

Required Elements

Vessel Name or Barge and Tug
Commodity (ies)
Number of Units
Weight in Metric Tons
Cargo in Barrels, if Tanker
Country of Origin and Country of Destination
Discharge Port (outbound) and/or Loading Port (inbound)

- b. Cargo Manifests/Inward Cargo Declaration must be submitted in .pdf format and must be attached to the Berth Application for the vessel in the KleinPort System.

2. Bill of Lading/Certificate of Quantity

- a. A Bill of Lading/Certificate of Quantity of the cargo loaded onto and/or discharged from the vessel must be submitted in .pdf format by the agent or responsible parties within five (5) business days following a vessel's sailing.
- b. The stevedore or lessee-receiver shall post the cargo loaded onto and/or discharged from vessel to the Cargo Record for the vessel in the Klein Port System within five (5) business days following a vessel's sailing.
- c. Each Bill of Lading/Certificate of Quantity must carry a unique document number. This number will be comprised of the Trip Reference Number followed by a sequence number which identifies the stevedore and the particular lot of cargo. For export cargo or for non-waterborne cargo, the stevedore will assign a bill of lading number.
- d. A separate Bill of Lading/Certificate of Quantity may be posted for each cargo or for each cargo owner.
- e. In order for cargo to be credited to a specific cargo owner for consideration for an incentive agreement, the owner must be identified in the Bill of Lading/Certificate of Quantity. A copy of the current incentive letter must be submitted with the Bill of Lading/Certificate of Quantity within the deadline for the receipt of cargo documentation in order for the incentive to be applied to the cargo.
- f. Failure to file certified copies of manifests and statement of cargo within the specified time will disqualify the agents and stevedores from recovering that month's rebate on dockage, wharfage, and penalty storage charges under Tariff Item 100 section 10.

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ITEM 200 – CARGO DOCUMENTATION (CONTINUED)

- g. Bill of Lading requirements:

Bill of Lading Requirements

Vessel Name or Barge and Tug
Trip Reference Number
Bill of Lading Reference Number
Cargo Owner
Operation (Load/Discharge)
Operation Date
Type of Commodity (Break Bulk/Bulk/Liquid Bulk)
Commodity
Number of Units
Weight in Metric Tons
Cargo in Barrels, if Tanker
Storage Location
Identification of Transshipped Cargo, if applicable

3. Any user who shall have outstanding vessel-related invoicing for failure to submit the required cargo documentation within five (5) business days following the departure of a vessel shall be denied berth assignment for any succeeding vessel(s) and/or storage space for any succeeding cargo operation(s) until user is in compliance.

ITEM 205 - LIABILITY FOR LOSS OR DAMAGE

1. The District does not act as custodian of cargo at its public facilities. Cargo is received for the account of a vessel by its owners, agents, and/or authorized representatives and the District shall not be responsible for injury to, or loss of, any freight being loaded or unloaded at the public wharves, nor for any delay to same; nor for injury to or loss of freight on its wharves or in its sheds by fire, leakage, or discharge of water from fire protection sprinkler system; collapse of building, shed platforms, wharves, subsidence of floors or foundations; breakage of pipes, nor for loss or injury caused by rats, mice, moths, weevils or other animals or insects, frost, or the elements; nor for damages to third parties; nor shall it be liable for any delay, loss or damage arising from combinations of strikes, tumult, war, invasion, insurrection, riot or acts of God; or from any of the consequences of any of these contingencies.
2. The provisions of this item are subject to Item 75.

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ITEM 215 – CERTAIN DANGEROUS CARGOS (CDC’S)

1. Commodities classified as explosive “Certain Dangerous Cargos (CDC’s)” by the United States Coast Guard, including nitrates and nitrate fertilizers, will be accepted when shipped and handled in compliance with the rules and regulations of the United States Coast Guard. These commodities will be subject to all the rules and regulations of federal, state, and municipal governments for handling via District facilities. Arrangements for handling must be made with the District in advance of coming on to District property.
2. All commodities in this classification will be handled at double the applicable rates for loading and unloading.

ITEM 220 - CLEANLINESS OF PREMISES

Users of District property, including docks, transit sheds and storage patios, will be required to maintain same in an orderly manner as prescribed by the Harbormaster. If a user does not properly clean property used within 24 hours of the completion of operations, the Harbormaster may order the work performed and the user will be invoiced in accordance with Items 145, 150, and 160. In the event that a user requires more than 24 hours to clean the property, the user may make a written request of the Harbormaster for this additional time. It may be necessary for the material on the dock to be accumulated in an area designated by the Harbormaster should traffic or weather conditions warrant. Any authorization for additional time under this Item must be in writing. (See Also Item 370)

ITEM 225 - USE OF OIL DOCKS

In order to minimize fire hazards and prevent property damage, the rules set forth below must be strictly observed by all users of Oil Docks:

1. Immediately upon completion of loading or discharging cargoes or ballast on any Oil Dock, all hose must be disconnected from header valves and all openings blind flanged.
2. All hose sections must be drained thoroughly. No petroleum products of any nature, or ballast, shall be allowed to spill on the dock structure.
3. All hose must be separated, blind flanged, and placed out of the way on lines coming up to the Oil Dock parallel to the ramp.
4. Every user of any Oil Dock facility must maintain an authorized and competent representative on the Oil Docks in responsible charge of the shore facilities in accordance with applicable U.S. Coast Guard regulations from the time a vessel starts work, until all hose has been disconnected and stored as required in preceding paragraphs of this item. Failure to provide a representative will be cause for the Harbormaster's Office to close the facility without notice.

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ITEM 225 - USE OF OIL DOCKS (CONTINUED)

5. If user of an Oil Dock facility does not observe these regulations, the Harbormaster shall arrange for securing hoses and manifolds, emptying containment basins and cleaning decks, the expense to be borne by the user in accordance with Items 160 and 220 of this Tariff.

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ITEM 230 - RAILROADS

1. Switching within the port area and the port lead track is performed by the Brownsville & Rio Grande International Railway (BRG), and reciprocal switching connections are maintained with the following trunk line railroads:

Kansas City Southern de Mexico	011(52818)305-7900 (Monterrey, N. L. , México)
Union Pacific Railroad Company	(800) 877-0531
Burlington Northern Santa Fe Railroad	(800) 345-2311

2. BRG tariffs may be obtained from Brownsville & Rio Grande International Railway general office, located at 12650 Highway 48, Brownsville, Texas, 78523, Telephone (956) 831-7731.

ITEM 235 - CAR AND TRUCK LOADING AND UNLOADING

The docks are for the handling of cargo to/from vessels, and the District reserves the right to control the loading and unloading of all freight handled on these facilities. The service of loading and/or unloading will be performed by authorized stevedores/contractors.

ITEM 240 - UNAUTHORIZED USE OF SPACE

Stevedores and others desiring temporary floor space for their equipment shall make application to the Harbormaster. Stevedores and others using space without authorization from the Harbormaster are subject to immediate ejection from the premises of the District.

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ITEM 245 - RAILCAR SPOTTING ORDER

1. Steamship agents, operators, stevedores, and others desiring to handle cargo from or to railcars on dockside tracks shall make application to the Harbormaster on a Car Spotting Order. Car Spotting Orders for leased premises shall be submitted directly to the Brownsville & Rio Grande International Railway Office.
2. Users shall not operate off-track vehicles of any kind on the ballast, ties or rails of the District's track or the drains through the District's property in such a manner as to damage the track structure or impair the drainage of said track. Damage done to the drains, ballast, ties or rails by users operating off-track vehicles will be invoiced to the user.

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ITEM 250 - WHARFAGE EARNED

Freight placed on a wharf shall be considered to have earned wharfage when placed upon the wharf. Wharfage will be collected on it whether or not it is eventually loaded on a vessel.

ITEM 255 - FREE TIME AND PENALTY STORAGE

Free Time and Penalty Storage Rates:

Storage Location	Waterborne Cargo		Non-Waterborne Cargo	
	Free Time	Penalty Storage Rate After Expiration of Free Time (per metric ton per day)	Free Time	Penalty Storage Rate (per metric ton per day, unless otherwise noted)
Covered Storage - General Cargo Sheds	30 Days	11.03¢	None	12¢
Open Docks and Dock-side Patios	30 Days	2.21¢	None	12¢
Off-Dock Patios	60 Days	2.21¢	None	12¢
Unimproved Bank Space	30 Days	16.54¢/30 days	None	12¢
Containers, Loaded and Empty, on Open Docks, Dock-side Patios and Off-Dock Patios	N/A	N/A	None	\$5.00 per container per day

Exception:

Free time may be extended from the Tariff stipulation above at the discretion of the Port Director and CEO either on single consignments of one commodity of one thousand (1,000) metric tons or more or for specific cargoes on a volume basis over a certain period of time upon written request received at least 24 hours prior to the expiration of the free time period. The Port Director and CEO will take into consideration the availability of storage space before allowing this additional free time.

ITEM 256 – SHORT TERM AGREEMENTS

District may offer short-term agreements upon written request, subject to availability of space and approval of the Port Director and CEO. Amendments to short-term agreements must be in writing and approved in advance by the Port Director and CEO.

Agreements for District's dock space will be at rates of not less than \$6,000 per acre, per month. Agreements for space other than dock space will be at rates not less than \$4,000 per acre, per month. The final rates shall be within the discretion of the Port Director and CEO. The short-term agreements may include overflow provisions, subject to availability of space. Any acreage included in an agreement will be rounded up to the next whole acre. For example, if an agreement covers 1.3 acres, the user will be charged for 2 whole acres.

Short-term agreements may not exceed a term of one year. Requests for short-term agreements, or extensions, in excess of one year will require execution of a lease in District's standard form, with a rate to be negotiated, subject to the approval of District's Board of Commissioners.

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ITEM 257 - REQUIREMENT FOR END-OF-MONTH INVENTORY

1. Each stevedore licensed to operate at the Port of Brownsville shall be required to submit an end-of-month inventory reflective of the last day of each calendar month for any and all cargo and commodities remaining in storage in the transit sheds or on the outside storage areas of the Port of Brownsville. This report must include documentation of all non-waterborne cargo passing through the Port of Brownsville during the calendar month being reported. Licensees shall submit said inventory reports to the District's KleinPort System no later than the fifth day (calendar day) of the following month.

ITEM 257 - REQUIREMENT FOR END-OF-MONTH INVENTORY (CONTINUED)

2. An Import/Export/Non-Waterborne Cargo Inventory shall be submitted listing all commodities on hand, broken down by Bill of Lading number. This cargo inventory submission shall be submitted in a .csv file (Microsoft Excel) no later than the fifth calendar day of the month and must be posted to the KleinPort System, and at a minimum, shall provide:
 - A. Account: Cargo Owner Code
 - B. Commodity: Commodity Code
 - C. Unit: Number of Units (each/pkgs/bbls)
 - D. Weight: Weight in Metric Tons
 - E. Volume: Volume in Cubic Meters (if appropriate)
 - F. Bill of Lading Number
 - G. Reference: Optional Field
 - H. Received: Date(s) Received
 - I. Released: Date(s) Released
 - J. Source: Cargo Source (Vessel, Truck, Rail)
3. Stevedores may choose to submit cargo inventory reports more frequently than at the end of each month.

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ITEM 257 - REQUIREMENT FOR END-OF-MONTH INVENTORY (CONTINUED)

4. These inventory reports will be used to verify the District's records prior to the issuance of penalty storage invoices, and therefore the information must be accurate and must be submitted to the District as required. Failure to submit the inventory reports as required by the fifth calendar day of the month will serve as a waiver of the stevedore's rights to dispute the quantities that the District uses as the basis for the issuance of penalty storage invoices for the cargos not reported.
5. Failure to comply with the reporting provisions of this Tariff Item may result in exclusion of the stevedore from payment of the District's fee under Tariff Item 110, paragraph 10 for prompt payment of invoices billed on behalf of third parties. **Such exclusion will be irrevocable.** Penalties for delinquent payment of invoices will still apply.

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ITEM 260 - STORAGE OF CARGO ON WHARVES

The District does not engage in the business of storage or housing of property on its wharves and will not be responsible for loss or damage to property remaining thereon. All property landed or received on any of the wharves is thereafter at the risk of the owner, and will be subject to Free Time and Storage Charges as set forth in this Tariff. Vessel owners, operators, stevedores and agents will be held responsible for the collection of storage charges accruing hereunder.

The provisions of this Item are subject to Item 75.

ITEM 265 - OPTION TO REMOVE CARGO

The District, through its Harbormaster, in order to expedite the flow of traffic through the Port or to respond to threatening emergency conditions, may move, or cause to be moved, cargo from its docks, transit sheds, and adjoining open storage areas to any other storage area at cargo's expense, without liability for any damage to the cargo, even if caused by the sole negligence of the District.

ITEM 270 - COMPUTING TIME

1. Outbound Cargo: Time runs from the day cargo is placed on the wharves and ends with and includes the day receiving vessel goes on dockage. The day cargo is placed on the wharves, and the day receiving vessel goes on dockage shall each be counted as full days.
2. Inbound Cargo: Time will begin the first day following the date the discharging vessel vacates berth, and will continue to, and include, the day cargo is removed from the wharf.
3. Time will run continuously, including Saturdays, Sundays, and Holidays.

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ITEM 274 - LOADING AND UNLOADING SERVICES

1. Loading and unloading refers to the service of unloading freight from, or loading freight onto railcars or trucks, performed by authorized stevedoring contractors at wharves.
2. Loading and unloading charges will be quoted by stevedoring companies upon request.

ITEM 275 - WHARFAGE CHARGES

All rates and charges herein are per metric ton of 2,204.6 lbs., except as otherwise provided in individual instances.

MINIMUM WHARFAGE CHARGE FOR EACH INDIVIDUAL WHARFAGE LINE ITEM ON AN INVOICE: \$10.00

VOLUME INCENTIVE WHARFAGE RATES - In order to attract cargoes to the Port of Brownsville, and as an incentive for volume cargoes, the Port Director and CEO is authorized by the Board of Commissioners to negotiate a reduced wharfage charge for specific cargoes on a volume basis.

PART A.

All commodities, not otherwise specified, and commodities loaded in Containers or Vans.

COMMODITY	WHARFAGE
All commodities not otherwise specified.	1.37
All commodities, not otherwise specified: Pre-palletized on wing-type pallets, minimum base dimensions 36" x 48" x 66", height not to exceed 60", including pallet, minimum weight 1,500 lbs., maximum weight 4,000 lbs. Wharfage charges will be on net weight of pallet and lading, as per individual commodity items in Part B herein	1.37

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ITEM 275 - WHARFAGE CHARGES (CONTINUED)**PART B.**

COMMODITY	WHARFAGE
Aggregates N.O.S.	
In bulk, via open docks	.35
Abrasives	
In bulk, via open docks	1.09
In bulk, via sheds	1.37
Alloy: ferro-manganese, ferro-silicon silico-manganese	
In bulk or bag, via open docks	1.09
In bulk or bags, via sheds	1.37
Aluminum, ingots, bars or slabs	1.00
Automobiles & Trucks (see Vehicles)	
Bauxite	
In bulk, via open docks	1.09
Beef Products, Frozen	1.20
Cement or Cement Plaster	
In sacks or barrels	1.37
Cement	
In bulk via open docks	1.09
In bulk via sheds	1.37
Chemicals, N.O.S.	
In drums or packages	1.37
In bulk via sheds	1.48
Chemicals, N.O.S.; Butane, Caustic Soda/Sodium Hydroxide	
In bulk via liquid docks	.28
Chrome Ore	
In bulk, via open docks	1.09
In bulk, via sheds	1.37

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ITEM 275 - WHARFAGE CHARGES (CONTINUED)

COMMODITY	WHARFAGE
Citrus Pulp Pellets	1.37
Clay	
In bulk, via open docks	1.09
In bulk, via sheds	1.37
Celestite	
In bulk, via open docks	1.09
In bulk, via sheds	1.37
Coal	
In bulk, via open docks	.71
In bulk, via sheds	1.37
Copper Concentrates	
In bulk via sheds	1.37
Cotton, Cotton Linters, Cottonseed Hull, Fiber Shavings, Motes or Second Cut Linters, per bale	.29
Cotton Linter Pulp	
In packages	1.37
Cottonseed	
In bulk, via open docks	1.09
In bulk, via sheds	1.37
Fertilizer, NOS	
In bags or bulk, via open docks	1.37
In bags or bulk, via sheds	1.75
Fish and Seafoods	
Shellfish, viz: Shrimp, Oysters	
Fresh (Main Harbor Only)	8.37
Frozen, packaged	2.08
Finfish	
Fresh	1.37
Frozen	1.37
Fluorspar	
In bulk, via open docks	1.09
In bulk, via sheds	1.37
Fruits	1.37
Glass, recyclable (cullet)	
In bulk, via open docks	1.09
In bulk, via sheds	1.37
Grain, viz: Barley, Corn, Oats, Rye, Sorghums, Wheat or Soybean	
In sacks or packages	1.37
In bulk, from or to open cars/closed cars, shipside, via open docks	1.09
In bulk, via Elevator	.40
Grain Products	
In bulk, via Elevator	.40

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ITEM 275 - WHARFAGE CHARGES (CONTINUED)

COMMODITY	WHARFAGE		
Iron and Steel Articles: Coils, Plate, Billet, Slabs, Cobble, Wire Rod, Wire	1.00		
Iron and Steel Articles: Pig Iron	1.00		
Iron and Steel Articles: Steel Scrap	1.00		
Lead, Pig or Bars	1.37		
Livestock, per head	1.48		
Machinery <i>(for Heavy Lift/Project Cargo see specific rate at the end of this table)</i>	1.37		
Magnesite			
In bulk, via open docks	1.09		
In bulk, via sheds	1.37		
Magnesium Oxide			
In bulk, via open docks	1.09		
In bulk, via sheds	1.37		
Manganese Ore and Ferro Manganese			
In bags or bulk, via open docks	1.09		
In bags or bulk, via sheds	1.37		
Meal or Cake, Oilseed, Linseed, Peanut, Sesame, Soya Bean	1.37		
Mono Ammonium Phosphate			
In bulk, via open docks	1.09		
In bulk, via sheds	1.09		
Naptha, per barrel			
In bulk, via liquid docks	.05		
Nitrates			
In bulk or bag, via open docks or sheds	1.75		
Oil, all kinds			
In barrels, drums or cases	1.37		
Oils, except petroleum			
In bulk, via liquid docks	.29		
Ores and Concentrates, N.O.S.			
In bulk, from or to open cars/closed cars, shipside, via open docks	1.00		
In bulk, from or to open cars/closed cars, shipside, via sheds	1.37		
Petroleum, viz: Crude Oil, Naphtha (I), Refined Petroleum Products & Natural Gas Liquids, per barrel			
In bulk, via liquid docks	2016 .065	2017 .08	2018 .095
Petroleum Coke or Foundry Coke			
In bulk, via open docks	1.09		
In bulk, via sheds	1.37		
Phosphate, or Phosphate Rock, including Acid Phosphate			
In bulk, loaded from wharf	1.09		

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(I) - Amendment 58 – Change that results in an increase

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ITEM 275 - WHARFAGE CHARGES (CONTINUED)

COMMODITY	WHARFAGE
Rubber, crude – crates, on pallets or skids	
Crates not to exceed 2,500 lbs per crate	1.50
Crates over 2,500 but not to exceed 2,900 lbs per crate	1.77
Sand	
In bulk, via open docks	1.09
In bulk, via sheds	1.37
Stone, (Jetties Granite) and Shell for Port construction projects	
In bulk	0.61
Soda Ash	
In bulk, via open docks	1.37
In bulk, via sheds	1.48
Sodium Sulfate	
In bags or bulk, via open docks or via sheds	1.75
Direct to lessee site	1.37
Sugar	
In sacks or barrels	1.37
Sulphur	
In sacks	1.37
In bulk, via open docks	1.09
In bulk, via sheds	1.48
In liquid bulk, via liquid docks	0.29
Tractors – See Vehicles	
Turpentine	
In barrels or packages	1.37
In bulk, via liquid docks	0.51
Vegetables	
Fresh, in bags, crates or packages	1.37
Vehicles, viz: Automobiles, Airplanes, Tractors, Trailers, and Trucks	
Set up on wheels	2.58
Knocked down, crated or boxed	1.92
Parts, boxed or crated	1.37
Wind Turbines	The greater of 2.75 per metric ton or 1.50 per cubic meter
Wines and Liquors	1.37
Wood, Lumber, and Timber <i>(checking logs, piling, poles or lumber, additional charge)</i>	1.37
Zinc Concentrate <i>(restricted to direct transfer to/from carriers; commodity shall not be dumped, stockpiled or stored on docks)</i>	
In bulk, via open docks	1.09
Zinc, Ingots, Bars or Slabs	1.00

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ITEM 275 - WHARFAGE CHARGES (CONTINUED)

Heavy Lift/Project Cargo Charges

1. The following heavy lift/project cargo charges shall be assessed on each single piece or package of <u>cargo weighing in excess of or equal to 5 m/t</u> , only when such cargo is loaded or unloaded to and from railroad cars, and trucks	\$10.00 m/t
The following heavy/project cargo charges shall be assessed on each single piece or package of <u>cargo weighing less than 5 m/t</u> , only when such cargo is loaded on unloaded to and from railroad cars, and trucks.	\$ 5.00 m/t

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ITEM 277 - SECURITY SURCHARGE - CARGO

1. A security surcharge, as described in this Tariff Item, shall be assessed against and collected from all vessels, barges and cargo interests (see also Tariff Item 347) utilizing services or facilities at the Port of Brownsville in accordance with the notice filed with the Federal Maritime Commission by the Gulf Seaports Marine Terminal Conference.
2. 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.
3. The Security Surcharge – A security surcharge fee will be assessed against cargo and passengers, 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:

Security Surcharge - Cargo

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

• Break-bulk (I)	\$ 0.15¢ per metric ton
• Bulk (I)	\$ 0.053 per metric ton
• Liquid Bulk (I)	\$ 0.053 per metric ton
• Containers	\$ 4.97 per box
• Vehicles	\$ 5.000 per vehicle
• Heavy Lift/Project Cargo	\$ 0.21 per metric ton
Passengers	\$ 1.11 per passenger
• NOS	\$ 0.21 per metric ton

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ITEM 277 - SECURITY SURCHARGE – CARGO (CONTINUED)

4. Users of the District's services or facilities who withhold, refuse or otherwise fail to pay properly assessed security surcharges, shall be subject to all the collection terms and procedures contained in Item 115 – COLLECTION POLICY of this Tariff. Additionally, at the sole discretion of the Brownsville Navigation District, such users may be denied service or may be caused to deposit estimated port charges in advance of using District facilities or receiving services (Item 110 – Payment of Charges and Responsibility Therefore: Extensions of Credit and Liens).

ITEM 278 – USAGE OF CRANES FOR HANDLING OF CARGO

Routine Crane Work: Rubber-tired truck cranes will be allowed on the docks for routine bucket and lift work under the following conditions:

1. The District reserves the right to suspend any cargo handling operation deemed unsafe or damaging due to the cranes or other equipment, or the operation thereof, which appears to unreasonably endanger District property or any persons. No cargo, goods or merchandise shall be moved across or upon, placed upon or allowed to remain upon any dock, pier, wharf, platform, bulkhead, within transit sheds or other place in such quantity or such manner to be damaging to District facilities. All cargo handling operations shall be performed in a manner and with equipment satisfactory to the District, but the District assumes no responsibility for the performance of such operations.
2. The following safety rules and regulations covering District crane operation are applicable to privately owned cranes, including:
 - A. Cranes in close proximity must not swing loads over cab of adjacent cranes.
 - B. All crane cables must be inspected for wear and damage on a daily basis.
 - C. Tipping of cranes, jacking of loads and pulling dangerous overloads will not be permitted.
 - D. All crane activities will be performed in a safe and responsible manner.
3. Leaving cranes in a position which blocks rail tracks and movement of other cranes at the end of each day's work is not permitted.
4. All cranes must meet all Bureau of Labor Standard requirements as called for in Federal Register, Volume 33 - Number 152, Part II, and Federal Register, Volume 34 - Number 42, Part II.
5. The operation of cranes shall be subject to all the requirements of Item 128.

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ITEM 279 - WHARFAGE CHARGE FOR LOADING AND UNLOADING CONTAINERS

All Loaded Containers	\$25.00 per container
All Empty Containers	\$2.00 per container

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**ITEM 280 - PROVISIONS GOVERNING THE USE OF THE PORT OF
BROWNSVILLE MOBILE HARBOR CRANE**

DEFINITIONS	
THE APPLICATION FOR USAGE	The <i>Application for Mobile Harbor Crane Usage Form</i> which is to be submitted by a customer who requires the use of the Crane.
ATTACHMENT	One of three forms of rigging that are available on the Crane: the spreader, the orange-peel grapple and the clam-shell grab.
CONTINUING ASSIGNMENT	The use of the Crane on a single vessel by a single stevedore on more than one calendar day.
THE CRANE	One of the Port of Brownsville Mobile Harbor Cranes
THE DISTRICT	The Brownsville Navigation District
SINGLE ASSIGNMENT	Usage of the Crane by a single User for a single vessel (or barge) on a single day.
START TIME	The date and time specified in the application for usage as the date and time that the Crane is requested to be made ready for the User.
THE USER	The customer who has submitted an application for use and who has been granted the use of the Crane. The User must be a licensed stevedore at the Port of Brownsville.

1. GENERAL

- A. All rental and use of the Crane shall be upon and subject to the following conditions and charges, the rental and use of which shall constitute an agreement with the District to pay such charges and be bound by such conditions.
- B. Only operators employed by the Brownsville Navigation District are authorized to operate the Crane. Employees of the User are prohibited from operating the Crane.

2. APPLICATION FOR USAGE REQUIRED

- A. Reservations for the usage of the Crane are to be made in writing on the *Application for Mobile Harbor Crane Usage Form* that is available from the Harbormaster's Office. This application for usage will state the time that the Crane is requested, the exact location on Dock 15 or Dock 16 where it is to be spotted, which attachment the Crane is to be rigged with and the estimated duration of time that the Crane will be used. A separate application for usage will be required for each single assignment. Continuing assignments will require that a new application for usage be submitted by 4:00 p.m. of the current working day for the subsequent working day. Application for usage for continuing assignments will be given priority over requests for single assignments.

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ITEM 280 - PROVISIONS GOVERNING THE USE OF THE PORT OF BROWNSVILLE MOBILE HARBOR CRANE (CONTINUED)

- B. Applications for usage will be reviewed by the Harbormaster and the assignment of the Crane will be made based on the scheduled vessel traffic at Dock 15 and Dock 16 and other factors to best utilize the facilities at the Port of Brownsville. Assignments for Crane usage will be confirmed by 4:30 p.m. of the day prior to the start time. Emergency or urgency assignments may be approved by the Port Director and CEO or his/her designee.
- 3. CONDITION AND RESPONSIBILITY FOR RENTED EQUIPMENT** - The Crane is presumed to be in good operating condition when assigned to User; but the District does not warrant the mechanical condition thereof, and its sole responsibility shall be to furnish mechanics believed competent to make such repairs as are called to its attention. The District will not be responsible for delays caused User by breakdown of equipment, by shut-off of electric current or other causes. The District reserves the right to stop operation of the Crane at any time to make repairs that appear to be necessary.
- 4. RESPONSIBILITY FOR DAMAGES**
- A. The District shall not be responsible for any losses, claims, demands, and suits for damage, including death and personal injury, including court costs and attorney's fees, incident to or resulting from the operation to the Crane. All stevedores, vessel owners, vessel operators, vessel charterers, agents or cargo owners utilizing the Crane shall indemnify and hold District harmless for any losses, claims, demands, or suits for damages, including costs and attorney's fees, incident to or resulting from said party's negligence, errors or omissions, gross negligence, or intentional acts associated with the operation of the Crane.
- B. Stevedores must maintain the minimum liability coverages required by Tariff Item 421, STEVEDORE AND FREIGHT HANDLERS LICENSE, and required provisions therein, and must maintain current, acceptable proofs of insurance on file with the Director of Administrative Services.
- 5. CONTAINERS/CARGO LOADED IN EXCESS OF RATED CAPACITY** - The Rates, Rules, Regulations and Charges published in this section of this Tariff ARE NOT applicable to Standard Seagoing Containers loaded in EXCESS of their Rated Capacity. The District will not permit the Crane to be used in any way to lift, move or transport a container that is loaded in excess of the container's rated capacity. Should the Crane be used to lift, move or transport a container/cargo which is loaded in excess of the rated capacity, the party or parties causing such unauthorized use shall be held liable for all losses, claims, demands, and suits for damage, including death and personal injury, and including court costs and attorney's fees, incident to or resulting from such unauthorized use.

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**ITEM 280 - PROVISIONS GOVERNING THE USE OF THE PORT OF
BROWNSVILLE MOBILE HARBOR CRANE (CONTINUED)**

6. COMPUTATION OF RENTAL CHARGE

- A. Charge for rental of the Crane shall begin at the time specified as the start time on the application for use and shall end when the User notifies the District that the Crane is no longer needed. When the Crane has been ordered, and is ready, but is not being used, the rental charge shall begin at the time the Crane was specified to be ready. Fractional hours shall be charged in fifteen-minute periods.
- B. A 30-minute break for the District's operator(s) may be taken after 4 hours of usage. This break shall not be included in the computation of time. The District is not responsible for any charges that the User accrues during this break.
- C. A standby charge of \$125.00 per hour applies to Crane made idle by rainfall or other weather conditions. The District has the right to determine when weather conditions are unsafe for the operation of the Crane.
- D. Should the District declare that an Assignment is to be abandoned due to rainfall or other weather conditions, the minimum charge and the cancellation charge shall be waived, and the User invoiced for the actual time accrued.
- E. Credit for breakdowns occasioned by mechanical breakdown of the Port's Crane, when not due to misuse, abuse, over-loading or carelessness of the User, shall be allowed daily in fractional hours of 15 minutes. No credit shall be allowed for less than 15-minute periods.

- 7. CANCELLATION OF ORDERS AND RESERVATIONS** - When an application for use has been submitted and confirmed and the order is canceled after 4:00 p.m. on the day prior to the start time specified in the application, there shall be a cancellation charge equal to two hours at the applicable per hour rate of the Crane. When the Crane is in use by a User who makes an application for use for a continuing assignment of the Crane on the following day that is confirmed and subsequently canceled after 4:00 p.m. on the day prior to the start time, the same minimum charge shall be made.

8. MOBILE HARBOR CRANE RATE

Rate	\$380.00 per hour (I)
	\$650.00 per hour for heavy lift or project cargos (I)
	\$420.00 per hour overtime (I)
	\$725.00 per hour overtime for heavy lift or project cargos (I)

Overtime rate is in effect from Midnight to 8:00 am and 5:00 pm to midnight, Monday through Friday, all day Saturday and Sunday, and all day on Holidays as per Item 165 of this Tariff.

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ITEM 280 - PROVISIONS GOVERNING THE USE OF THE PORT OF BROWNSVILLE MOBILE HARBOR CRANE (CONTINUED)

This rate includes the rental of the Crane, the Crane Operator(s), and all fuel and other supplies required to operate the crane. Rental rate also includes the use of one of the attachments to the crane.

The following minimums shall apply:

Deep Sea Vessel and Ocean-Going Barges –	4 hours Crane Rental
Intercoastal Barges –	2 hours Crane Rental

9. LATEST ORDERING TIME FOR MOBILE HARBOR CRANE

The latest ordering time for the use of the Crane is 4:00 p.m. on the day prior to the start time. The Harbormaster will review all applications for use received in a timely manner and will confirm assignments for Crane usage by 4:30 p.m. on the day prior to the start time. Applications for usage will be accepted after the latest ordering time if the Crane has not otherwise been assigned, however, the District is not able to guarantee that the Crane will be rigged and spotted by the start time requested in a late application for usage.

Cancellations of confirmed applications for usage after the latest ordering time are subject to a cancellation charge as specified above.

10. DELIVERY OF THE CRANE - The Cranes are located on Dock 15 and/or Dock 16 at the Port of Brownsville. Spotting stations will be designated by the Harbormaster on the docks. The Crane will be spotted as requested in the application for usage. Any time required for the moving or re-spotting of the Crane for a single or continuing assignment will be included in the rental period.

11. CHARGE FOR SPECIAL RIGGING - The Crane will be rigged with the attachment requested on the application for usage. Any time required for a change in the rigging during a single or continuing assignment will be included in the rental period. There will be a re-rigging charge of \$150.00 assessed for each change in the attachments during a single or continuing assignment.

12. CHARGE FOR RE-RIGGING - No charge will be made for re-rigging the Crane at the completion of any given assignment.

13. CREDIT AND COLLECTION OF CHARGES - The District will issue an invoice to the User for the total hours the Crane is used for a single vessel on a single call in port. Invoices are due upon presentation, and are delinquent 30 days after invoice date. Applications for usage will not be accepted from Users who have delinquent invoices for crane usage.

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ITEM 281 – Oil/Liquid Dock Equipment Use Fee

The Port of Brownsville has equipment available for use at the Port of Brownsville Oil and Liquid Docks.

Oil/Liquid Dock Crane Fee- The cranes on the oil/liquid docks will be operated only by trained dock equipment operators who have been authorized by the Brownsville Navigation District to do so. An Oil/Liquid Dock Crane Fee of \$500 per use, will be assessed to Terminal Operators for vessels and barge tows continuously loading or unloading cargo at the Oil Docks and Liquid Cargo Dock. In the case of a vessel or barge that contains product to be unloaded or loaded for more than one user, a separate Oil/liquid Dock Crane fee will be charged to each user. In the case of a request from Terminal Operators for maintenance use only they will be assessed an Oil/liquid Dock Crane Fee of \$250 per use. These docks are specifically Oil Dock 1, Oil Dock 2, Oil Dock 3, Oil Dock 5, Oil Dock 6 and the Liquid Cargo Dock. The Harbormaster shall have the discretion to assign priority of crane use.

The District does not warrant the mechanical or operating condition thereof, and its sole responsibility shall be to furnish mechanics believed competent to make such repairs as are called to its attention. The District will not be responsible for delays relating to any breakdown or availability of equipment. The District reserves the right to stop operation of the Crane at any time to make repairs that appear to be necessary. By receiving possession thereof, Operator agrees that the crane will be returned to the District in the same condition as when received. Operator also accepts sole responsibility and liability for any damage or injury of whatever nature to property or persons caused by the operation of such cranes, including damages to the District property. Operator agrees to hold harmless and fully indemnify the District from any and all liability from personal injuries or property damage occasioned by the operations, use or possession of such cranes.

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ITEM 282 – USE OF PRIVATELY OWNED/RENTED CRANES

The District reserves the right to restrict use of privately owned or rented cranes on its facilities. District owned or rented cranes shall be granted priority and first call for use, when they are available and adequate to perform the user's operations, and such user will pay District for its use in accordance with the provisions of this Tariff. In the event District's cranes are not available or adequate to perform the user's operations, a request to operate privately owned and rented cranes must be made in writing to the District's Harbor Master or the District's Port Director and CEO. The Harbor Master or Port Director and CEO shall have the discretion to approve such requests, and to apply conditions to such approvals.

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ITEM 283 - CARGO TRANSSHIPPED AND RESHIPED

Cargo discharged from vessels and remaining on the wharf for transshipment by vessel will be assessed wharfage on the inward movement only if reshipped in thirty (30) days under the same ownership. If cargo remains on the wharves more than thirty (30) days, inward and outward wharfage will be assessed. The day on which cargo is placed on the wharves shall be counted as the first day, and the day the cargo is lifted shall not be counted.

ITEM 284 – NON-WATERBORNE CARGO

1. Cargo arriving at the public facilities of the Port of Brownsville by any transportation method other than waterborne commerce which will not be re-shipped from the Port of Brownsville via waterborne transportation will be considered non-waterborne cargo. Non-waterborne cargo will be assessed a charge that is equal to the wharfage rates for that commodity published herein in ITEM 275 – WHARFAGE.
2. A Security Surcharge based on the weight of the cargo will be assessed according to the rates published herein in ITEM 277 – SECURITY SURCHARGE – CARGO.
3. Non-waterborne cargo remaining on the public facilities of the Port of Brownville will be charged storage at the same rate as water-borne cargo and will not be allowed free time as published in ITEM 255 – FREE TIME AND PENALTY STORAGE.

ITEM 285 - CARGO TRANSFER

The transfer of non-waterborne cargo between modes shall not be allowed on District property, other than on wharves, docks, and property leased by the District to a lessee.

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ITEM 287 - PARKING

1. No vehicle or freight handling equipment shall be parked or otherwise be left unattended on the docks or within the transit sheds in the District unless in an area designated by the Harbormaster for such parking.
2. Vehicles and/or machines left in unauthorized areas may be towed away and such vehicles shall be reclaimed only on settlement of charges with the towing company and any additional, applicable, charges.

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ITEM 293 - DISPOSING OF WASTE MATTER

1. **WATER POLLUTION:** It is strictly prohibited to deposit, place, or discharge into the surface waters or ground waters under the jurisdiction of the District any matter which is capable of polluting, defiling, or clogging those waters, or which would be violation of local, state and/or federal law.
2. **AIR POLLUTION:** It is prohibited to allow uncontrolled emissions into the atmosphere from a vessel, building, or other appurtenance within boundaries controlled by the District which would violate local, state and/or federal law.

ITEM 295 - SMOKING AND OPEN FIRES

1. Smoking and open fires in the warehouses, transit sheds, on the wharves, or on vessels is strictly prohibited.
2. All vessels shall have signs displayed about the deck, written in the language of the country to which the ship belongs, which states that smoking is prohibited.
3. Ship's officers will be responsible for enforcement of this order among ship's crew. Stevedoring contractors will be responsible for enforcement of this order among labor handling cargo.

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ITEM 300 – NOTICE OF ARRIVAL AND BERTH APPLICATION

1. The District requires an application for channel transit and berth for all vessels prior to entering the Brownsville Ship Channel from the sea or from the Gulf Intercoastal Canal. The *Notice of Arrival/Berth Application* (“Application”) must be submitted to the District electronically using the KleinPort System. The following are the parties responsible (“Responsible Parties”) for submitting the *Notice of Arrival/Berth Application*.
 - A. **Motor Vessels, Tankers and Ocean-Going Barges** – The Steamship Agent for the vessel. The *Notice of Arrival/Berth Application* must be submitted as far in advance of arrival as possible, but no later than 24 hours prior to entering the Brownsville Ship Channel.
 - B. **Dry Cargo River Barges** – The Freight Handler and Stevedore for the barge. The *Notice of Arrival/Berth Application* must be submitted as far in advance of arrival as possible, but no later than 1 hour prior to entering the Brownsville Ship Channel from the Gulf Intercoastal Waterway.
 - C. **Liquid Cargo River Barges** – The terminal operator for the barge. The *Notice of Arrival/Berth Application* must be submitted as far in advance of arrival as possible, but no later than 1 hour prior to entering the Brownsville Ship Channel from the Gulf Intercoastal Waterway.
 - D. **Rigs, Scrap Vessels or Barges bound for Lessee Sites** – The Lessee. The *Notice of Arrival/Berth Application* must be submitted as far in advance of arrival as possible, but no later than 24 hours prior to entering the Brownsville Ship Channel.
 - E. **Foreign Flag Fishing Vessels** – The agent for the vessel. The *Notice of Arrival/Berth Application* must be submitted as far in advance of arrival as possible, but no later than 1 hour prior to entering the Brownsville Ship Channel from the Gulf Intercoastal Waterway.
 - F. **Vessel Movement between Port of Brownsville lease sites** – The destination lessee. The *Notice of Arrival/Berth Application* must be submitted as far in advance of arrival as possible, but no later than 1 hour prior to entering the Brownsville Ship Channel from the Gulf Intercoastal Waterway.
 - G. **U. S. Flag Vessels Other than Cargo Vessels, Including Tugs (but excluding Harbor Tugs)** – Captain of the Vessel. The *Notice of Arrival/Berth Application* must be submitted as far in advance of arrival as possible, but no later than 1 hour prior to entering the Brownsville Ship Channel from the Gulf Intercoastal Waterway.
2. **Exception:** U.S. flag fishing vessels bound to Fishing Harbor shall be exempt from filing Notice of Arrival/Berth Application, however; any vessel transiting the Brownsville Ship Channel must call the Harbormaster’s Office and receive authorization for transit.
3. User access to the KleinPort System will be assigned to each company authorized to submit a *Notice of Arrival/Berth Application* (Responsible Parties) by the District.

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ITEM 300 – NOTICE OF ARRIVAL AND BERTH APPLICATION (CONTINUED)

4. All information required to complete the on-line *Notice of Arrival/Berth Application* must be entered into the system in order for the District to accept the application. This information includes:
 - A. Vessel Information:
 1. Vessel Name
 2. Ship Agent (vessels)/Barge Owner (barges)
 3. Flag
 4. IMO (as appropriate)
 5. GRT (as appropriate)
 6. LOA
 7. Beam
 - B. Visit Information:
 1. Vessel Name
 2. Inbound and Outbound Draft (forward and aft)
 3. Last Port of Call and Next Port of Call
 4. Requested Berth
 5. Estimated Date and Time of Arrival and Departure
 6. Agent (vessels)/Barge Owner (barges) and Contact Name/Number
 7. Nominate Primary Stevedoring Company and Contact Name/Number
 8. Nominated Line handlers
 9. Trade Route
 10. Cargo Type and Approximate Quantity
 11. Hazardous Material Information
 12. Services Requested While in Port
5. The *Notice of Arrival/Berth Application* will be reviewed by the District's Harbormaster's Office and notice of the application's approval or rejection will be issued to the Responsible Party by email.

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ITEM 305 - PRIORITY OF BERTH

1. Berthing space will be assigned by the Harbor Master on a first-come first-served basis, according to the actual arrival time of the vessel, regardless of whether the vessels be self-propelled or under tow. Arrival time for all vessels is the time the vessel actually arrives at the sea buoy off-shore of the entrance to the Port of Brownsville Ship Channel.
2. In no case shall the loading or unloading of a self-propelled vessel or a barge be interrupted as long as cargo for that self-propelled vessel or barge is available and loading or unloading is continuous (weather permitting).
3. Vessels requesting berthing space for loading or unloading cargo shall receive priority over vessels requesting berthing space for the sole purpose of receiving bunker fuel, regardless of the order in which the requests are received.

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ITEM 310 - PRIORITY OF CHANNEL TRANSIT

Where the size of the vessels involved requires a clear channel for safe transit, the Harbor Master will observe the following priorities in accepting vessels for berth or departure.

1. Drilling rigs with “scheduled” arrival or departure, other than scrap rigs;
2. Inbound vessels ready and able to work, including tankers;
3. Outbound vessels;
4. Scrap vessels, scrap barges, scrap rigs, or vessels in tow.

ITEM 315 - COMMUNICATION CLEARANCE PRIOR TO CHANNEL TRANSIT

All commercial vessels wishing to transit the Brownsville Ship Channel shall be required to receive a clearance for transit from the Harbor Master Office at the Port of Brownsville. A minimum four-hour (4 hours) notification by radio, telephone, or telex is required on vessels coming in from sea.

ITEM 320 - SPEED LIMIT

Speed regulations in the Ship Channel and Turning Basin are prescribed by the United States Army Corps of Engineers in Title 33 Code of Federal Regulations Section 162.75(b)(4) which states:

"Speeding in narrow sections is prohibited. Official signs indicating limited speeds shall be obeyed. Vessels shall reduce speed sufficiently to prevent damage when passing other vessels or structures in or along the waterway."

ITEM 322 - PILOTAGE REQUIRED

Any vessel not specifically exempted by State statute from pilotage shall, at Harbor Master's discretion, be required to employ a Pilot while shifting in or transiting the Brownsville Ship Channel.

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ITEM 325 - PILOTAGE

Pilot services are provided by the Brazos Santiago Pilots, please visit www.portofbrownsville.com for the detailed pilot rate schedule.

For additional information you may visit www.brazossantiagopilots.com

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ITEM 326 – PILOT DISPATCHING RULES

The traffic for the Port of Brownsville and Port Isabel is currently covered by 4 pilots. In general, only 2 pilots will be on call. The pilots are currently dispatched through the Port of Brownsville Harbormaster's Office. "The Board" at the Harbormaster's Office must be kept up to date, in order for the pilots and the Pilot Boatman to schedule rest time and time off. A third pilot will be available only if traffic on "The Board" warrants.

1. Notice of Arrival

- a. In general arrivals must be posted on "The Board" in similar order that is required by **Title 33CFR Part 160.212 Notice of Arrival**. The sooner the notice the better for all parties concerned. When a vessel is on "The Board" the arrival time should be adjusted when information is available.
- b. Arrival Pilot Ordering
 - i. During the hours of 0700 to 1800 hours, the pilot will need a minimum 4-hour notice for an arrival or vessel at anchor.
 - ii. During the hours of 1800 to 0700 hours, the pilot will need a minimum 6-hour notice for an arrival or vessel at anchor.
 - iii. If a request to board earlier is made, the pilot will make an effort to do so at his option. The more informed the pilot is of tentative plans by agents, owners, and terminal managers the more likely a pilot will be able to board on short notice.

2. Departure Pilot Ordering

- a. If a pilot is kept informed of tentative plans to sail, then the pilot will need a minimum 2-hour notice to sail.
- b. If there is a tentative plan for a vessel sailing between the hours of 2200 to 0400 the agent, owner, or terminal manager must inform the Harbormaster of such plans between the hours of 1600 to 1800. This notice is to ensure that the pilot gets adequate rest before working. If no tentative notice is given then the pilot will need a 4-hour notice to sail.

3. Rigs

Ocean Drilling rigs requiring 2 pilots will require a minimum 4-day notice for an arrival, departure or shift.

4. Scrap Ships

- a. Scrap Ship arrivals shall follow the guidelines set for normal vessel arrivals.
- b. Scrap ships requesting to shift or sail will require a 24-hour notice.

5. In Closing

The pilots will make every effort to work with agents, owners, and the ports to maximize movements and minimize delays. The pilots reserve the right to adjust arrival and sailing pilot boarding times to avoid going over allowable working hours per **CFR 46 USC Section 8104**.

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ITEM 330 - TUGBOAT SERVICE

Tugboat service is provided by private operators. Charges will be quoted upon request.

See Item 401 - Harbor Tug Operators License.

ITEM 335 - LINE HANDLING

Line handling for mooring, unmooring and shifting commercial vessels at Brownsville Navigation District facilities, except the Fishing Harbor and leased facilities, shall be performed by Line Handling companies, who have received a permit issued by the District, as independent contractors, whose names, telephone numbers and rates will be furnished upon request through the Harbormaster's Office.

See Item 455 - Line Handling Permit.

ITEM 338 – BROWNSVILLE INTERNATIONAL SEAFARERS' CENTER

Assessments levied by the Brownsville International Seafarers' Center represent the charges of that non-profit organization for cultural and recreational services, and facilities without discrimination to seamen of all countries. The owner, operator or charterer of ships utilizing Port facilities will be assessed a fee of \$80.00 per vessel call.

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ITEM 340 - HARBOR FEE

All vessels engaged in foreign, coastwise, intercoastal or intracoastal trade that enter the Port of Brownsville Ship Channel shall be assessed a Harbor Fee. This charge is to assist in defraying the expense for the maintenance and regulating of the turning basin and ship channel.

All Commercial Vessels, Self-propelled or not Self-propelled, except river barges and tugs, not otherwise provided for, per call	\$.02¢ per GRT (\$250.00 Minimum)
River barges, per call (shifting to a fleeting area ends a call)	\$150.00
Ocean-Going Tugs and River Tugs, per call	\$150.00
Mexican Fishing Vessels	\$65.00

A Harbor Fee shall not be assessed against fishing vessels registered in the United States.

A Harbor Fee shall not be assessed against a tug calling at the Port of Brownsville for the sole purpose of towing scrap vessels or scrap barges or rigs in or out of the Port of Brownsville unless they dock at a public facility at the Port.

River barges that are considered to be “tag-along” barges which are in the Port of Brownsville as a part of a tow, and which do not load or unload cargo in the Port will not be assessed a Harbor Fee.

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ITEM 341 – CHANNEL CLOSING FEE

In the event that a non-cargo vessel and/or dead ship tow except for cargo carrying barges requires that the Brownsville Ship Channel be closed for any period of time to allow the vessel to transit the Brownsville Ship Channel, a Channel Closing Fee will be assessed. The lesser of the two following fees will be assessed:

- .25¢ per GRT or DWT whichever is greater
- \$1,000 per hour of channel closure

Time will be calculated based on the Brazos Santiago Pilot's scheduled boarding time and actual departure time rounded up per quarter hour. (Example) 5hrs 5min. = 5.25hrs billed.

This fee will be assessed for each inbound and outbound movement of the same vessel as well as for movement between berthing sites along the Brownsville Ship Channel. This fee will also apply to vessels bound for or departing the Port of Port Isabel.

Channel closure for any other reason, including Space X activities, will be assessed a Channel Closing Fee of \$1,000 per hour of channel closure to the responsible party.

Collection policies in Item #115 will apply to any responsible party for Channel Closure Fees.

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ITEM 342 - SAFE HARBOR FEE

In the event that threatened weather conditions make it unsafe for a vessel to remain in the Gulf of Mexico, the Port of Brownsville will offer Safe Harbor on a space-available basis. Vessels will be required to contact the Captain of the Port to request Safe Harbor and the following provisions will be followed:

1. It will be the Captain of the Port's sole determination of the implementation of a Safe Harbor event for the Port of Brownsville.
2. Once the Captain of the Port has identified a Safe Harbor event, vessels may request Safe Harbor by contacting the Harbormaster's Office. Vessels, with the exception of fishing vessels, will be required to be represented in the Port of Brownsville by a licensed Steamship Agent. A Berthing Request will be required.
3. The vessel will be given instructions as to its berthing assignment and any other considerations due to conditions in the harbor once it receives clearance to enter the Ship Channel.
4. Once the vessel has been moored at the Port of Brownsville, they must complete the *Safe Harbor Checklist* immediately. Each crewmember that will be remaining on board the vessel must complete the *Notice to Crew of Vessel in Safe Harbor at the Port of Brownsville*. A copy of the vessel's property and liability insurance certificates must be submitted to the Harbormaster's Office. The Brownsville Navigation District d/b/a the Port of Brownsville is to be named as an additional insured on the certificate.
5. The Port of Brownsville will waive harbor fee and dockage charges during the Safe Harbor Period. Vessels will be assessed a Safe Harbor Fee as follows:

SAFE HARBOR FEE \$100.00

6. Vessels will be assessed charges at Tariff rates for any Port services provided while the vessel is in Port at Safe Harbor.
7. The Captain of the Port will determine when the Safe Harbor Event has concluded and the Harbormaster will notify the vessels in Port for Safe Harbor that they are to vacate their berth. Due to the number of vessels that may be in Port for Safe Harbor, vessels will be given a reasonable period of time to depart. Vessels that remain at their berths will be notified of the time at which they are being removed from Safe Harbor status, and will begin accruing dockage charges.
8. Vessels that remain in Port beyond Safe Harbor will be assessed all applicable Tariff charges, including Harbor Fee, for the Port call beyond the Safe Harbor.

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ITEM 345 - DOCKAGE

1. A charge against all vessels, including scrap vessels, rigs, river barges, and ocean-going barges, for mooring at District facilities not leased or located at the Fishing Harbor, assessed per day of twenty-four (24) hours or fraction thereof, calculated from time first line is made fast until last line is let go, less thirty (30) minutes of grace. The dockage charge will be assessed for mooring to a vessel so berthed.
2. Shifting from one berth to another does not interrupt time.
3. Dockage shall be charged on the highest Gross Registered Tonnage of the vessel as shown in *Lloyd's Register of Shipping*, unless otherwise specified. However, the District reserves the right, without question, to admeasure any vessel when deemed necessary by the District, and to use ad-measurement as the basis for the charge.

	Docks 1-4, 7, 8, 10-13, 15 & 16	Oil Docks 1,2,3, 5 & 6 Liq. Cargo Dock & Express Dock	BC Dock	Unimproved Bank Space
DOCKAGE CHARGES CALCULATED BASED ON GRT				
Vessel is on berth and ready to load/unload cargo or to receive bunkers, stores or other services or vessel is at layberth for less than 30 days(I) \$100.00 minimum	\$0.18¢	\$0.18¢	\$0.25¢ \$100.00 Min	\$0.18¢
Vessel under seizure by the U.S. Marshall Service or any other agency \$200.00 Minimum	\$0.36¢	\$0.36¢	\$0.36¢	\$0.18¢
Long-Term Layberth other than vessels under seizure (in excess of 30 days)	Negotiated Rate at the Discretion of the Port			
DOCKAGE CHARGES CALUCLATED PER 24 HOURS OR FRACTION THEREOF				
River Barges (I)	\$125.00	\$125.00	\$125.00	\$125.00
Ocean-Going Tugs, Harbor Tugs and River Tugs	\$100.00			

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ITEM 345 – DOCKAGE (CONTINUED)

4. Long-term layberth (in excess of 30 days) must be approved in writing by the Harbormaster. Layberth for periods that exceed 30 days may be negotiated with the District.
5. At the Harbormaster's discretion, any vessel at layberth may be required to maintain on board person or persons responsible for the safety and security of the vessel. Vessel owner shall present evidence of adequate liability insurance for the layberth period. Compliance with U.S. Coast Guard Guidelines for the Lay-up of Vessels in U.S. Waters is required.
6. No port service shall be provided to vessels at layberth other than those utility services which may be already on site. Owner shall provide all other mooring facilities (anchors, deadmen, chains, cables, etc.) required in addition to any facilities already on site. Vessel shall satisfy the Coast Guard's requirements for safety and pollution control.
7. Tariff Items 375 – SECURING OF VESSEL and 380 – REMOVAL OF VESSELS shall apply to vessels at layberth.
8. The District reserves the right to refuse to allow any vessel the use of public wharves or property of the District.
9. Dockage charges at the Fishing Harbor docks not leased or at the Barge Fleeting Area will be assessed at \$50.00 per 24-hour period, or fraction thereof, less 30 minutes grace. Dockage charges at the Fishing Harbor and the Barge Fleeting Area are payable in advance.
10. Any vessel docked at an un-leased facility at the Fishing Harbor without the prior approval of the Harbormaster will be subject to removal by the District. Actual charges for towing plus storage charges of \$150.00 per 24-hour period, or fraction thereof, and accrued dockage charges, will be assessed prior to the return of any vessels so seized.
11. River barges that are considered to be “tag-along” barges which are in the Port of Brownsville as a part of a tow and which do not load or unload cargo in the Port will not be assessed dockage charges.

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ITEM 347 - SECURITY SURCHARGE - VESSELS

1. A security surcharge, as described in this Tariff Item, shall be assessed against and collected from all vessels, barges and cargo interests (see also Tariff Item 277) utilizing services or facilities at the Port of Brownsville in accordance with the notice filed with the Federal Maritime Commission by the Gulf Seaports Marine Terminal Conference.
2. 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.
3. The Security Surcharge – Vessels will be assessed against vessels and barges as a percentage of total dockage charged. The security surcharge will be assessed in addition to all other fees which may be due under this Tariff as follows:

Vessels and Barges: 8.75 (I) percent of total dockage assessed per port call.

4. Users of the Port of Brownsville services or facilities who withhold, refuse or otherwise fail to pay properly assessed security surcharges, shall be subject to all the collection terms and procedures contained in Item 115 – Collection Policy of this Tariff. Additionally, at the sole discretion of the Brownsville Navigation District, such users may be denied service or caused to deposit estimated port charges in advance of using port authority facilities or receiving services (Item 110 – Payment of Charges and Responsibility Therefore: Extensions of Credit and Liens).

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ITEM 350 - BALLAST DISCHARGE

1. The District offers ballast discharge at the regulated facilities in the Port of Brownsville. Vessels wishing to use these facilities are responsible for supplying their own connections and transportation for discharge
2. These facilities are available upon application to the Harbor Master's Office. The charge for use of ballast discharge lines is as follows:

Discharge of Ballast, Bilge and Other Permitted Oily Waste Waters

1 - 1,000 Bbls.	\$ 3.50/Bbl.
in excess of 1,000 Bbls.	\$ 4.50/Bbl.

3. The Brownsville Navigation District may require tank gauging, scale tickets, and specific chemical analysis of products offered for disposal.
4. Charges are calculated per generator, per calendar day.

ITEM 355 - POTABLE WATER

Potable water is supplied to vessels and barges by the District under the following conditions and rates:

1. Connection/Disconnection charges:
 - A. Straight Time Connections/Disconnections - \$125.00 per connection/disconnection if connection and disconnection are requested to be made during normal working hours (0800 – 1600 Monday thru Friday, excepting holidays listed in Item 165 of this Tariff).
 - B. Overtime Connections/Disconnections - \$200.00 per connection/disconnection if either a connection or a disconnection is requested at any other time.
 - C. Connections/Disconnections not made by District personnel - \$500.00
2. Rates: \$.937 per metric ton.
3. All connections to District potable water lines will be made and broken by District personnel only.
4. Users will furnish necessary hose to reach the closest District ships water service line connection and any special couplings necessary to adapt to NPT fittings.
5. Hoses may be rented from the District at a rate of \$25.00 per hose/per port call.
6. District hoses that are not removed by District personnel that are damaged or lost will be charged to the vessel's agent at \$100.00 per hose plus applicable sales tax. This charge is not subject to the District's materials overhead charge as per Item 150.

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ITEM 360 - ELECTRICITY

Electric current will be supplied to the user directly by the Public Utilities Board of Brownsville through their own meter at the then current rates. The installation must be made in accordance with the National Electric Code, arranged through the Harbormaster's Office, approved by the Director of Engineering Services, and made by a licensed electrician.

In no instance will a vessel be allowed to connect to the District's electrical power.

ITEM 365 - BUNKERING AND SHIP STORES

1. Truck deliveries may be made at all docks upon prior application to the Harbormaster. The Harbormaster shall designate time and the area within which deliveries may be made. No deliveries will be allowed which will be in conflict with any insurance, fire or Port Security regulations.
2. Wharfage charges will be assessed against the supplier who shall furnish the Harbormaster with statement showing date, name of vessel, and the quantity and kind of bunkers or ship stores supplied.
3. For those vessels receiving bunkers while in the Port of Brownsville, wharfage charges will be assessed against the bunkers at the rate of \$150.00 per port call.
4. For those vessels receiving ship stores while they are receiving or discharging cargo, there will be no charge. For those vessels receiving ship stores during a port call in which no cargo was received or discharged, wharfage charges will be assessed against the ship stores at the rate of \$150.00 per port call.

ITEM 370 - SWEEPING AND DUNNAGE REMOVAL

1. Dunnage and residual materials from cargo operations must be removed from the docks and sheds at the end of each day's cargo operations by the stevedore handling the cargo. Dunnage will not be allowed to be accumulated on District facilities. Agents and/or stevedores may make arrangements with the Harbormaster for a location for a container for the purpose of collecting dunnage and other waste materials for removal from the docks and sheds.
2. Docks and sheds must be left clean for the next user of the facilities. In no instance shall dunnage or residue from a cargo remain on a dock or in a storage area more than 24 hours without written authorization from the Harbormaster. The District will remove dunnage and residue from cargo remaining on a dock or in a storage area after 24 hours from the completion of cargo operations. Should it be necessary for the District to remove dunnage and/or residual materials from docks and/or storage areas, this will be done at the expense of the stevedore who failed to remove the materials from the Port's facilities.

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ITEM 370 - SWEEPING AND DUNNAGE REMOVAL (CONTINUED)

3. Any charges for dunnage removal and/or cleaning performed under this Item will be at the District's standard labor and equipment rates, as specified in Items 145, 150 and 160 of this Tariff, and landfill charges will be invoiced at the City of Brownsville's posted tipping rate. (See also Item 220)

ITEM 373 - LIABILITY FOR DAMAGES

1. The Harbormaster will assign berths to vessels, but this assignment is without warranty as to the adequacy of the facilities or water depth alongside. In consideration for the rates charged at Port Brownsville, vessels using the facilities accept responsibility for all damage caused by them, reasonable wear and tear excepted, and any such damage shall be repaired and the vessel billed the cost of replacement.
2. In the event of a collision between any vessel and a District facility, a collision between two vessels or a grounding, resulting in possible damage, a written report including date, name of vessel, owner/operator of vessel, time of the occurrence, and the District facility involved, will be filed by the Captain.
3. This notice of Damage is to be filed with the Harbormaster's office while the vessel is in port unless the vessel is underway and proceeding to open sea. In such case, the Captain shall mail the report from the next port of call.
4. The Pilot shall immediately report the incident to the Harbormaster and shall submit a written report of the incident to the Harbormaster's office within twenty-four hours from the time of the incident.

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ITEM 375 - SECURING OF VESSEL

If, in the opinion of the Harbormaster, a vessel is insecurely moored, he may order a change in mooring lines or additional or stronger lines, at the risk and expense of the vessel, by giving notice to the Master or person in charge. If they cannot be located, the Harbormaster shall have the right to have the vessel so moored at vessel's expense without liability for any damage to the vessel or gear, even if caused by the sole negligence of the District.

ITEM 380 - REMOVAL OF VESSELS

If, at the discretion of the Harbormaster, a berth must be vacated for any reason, the Harbormaster may order any vessel to be moved at the expense and risk of the vessel by giving notice to the Master or person in charge. If they cannot be located, the Harbormaster shall have the right to have the vessel so moved at the expense and risk of the vessel without liability for any damage to the vessel or gear, even if caused by the sole negligence of the District.

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ITEM 381 - VACATING BERTH

1. In order to expedite the accommodation of self-propelled vessels or barges when there are more vessels assigned to specific berths than can be berthed at one time, self-propelled vessel(s) and/or barge(s) already on berth shall, upon order of the Harbor Master, be required to work overtime at their own expense. A vessel refusing to work overtime shall promptly vacate the berth. Failure of a vessel to vacate its berth when so ordered shall not affect the right of the Brownsville Navigation District to effect removal of such vessel at cost, risk and expense of the vessel, her owner, charterer or agent.
2. Where any such vessel refuses to vacate its berth when ordered to vacate under provisions of this item, its owner and/or agents, individually and collectively, shall be bound to indemnify and hold harmless the Brownsville Navigation District against any and all claims by incoming vessels assigned to the same berth, which are delayed by the failure of a vessel to vacate.
3. When it would be possible to shift a vessel already on berth to another berth to accommodate another vessel desiring to utilize the occupied berth, the Harbormaster may order the vessel to shift only if the vessel being accommodated agrees to pay all costs incurred by the vessel already on berth as a result of the shift. These additional costs may include, but not be limited to, tug fees, pilotage, line handling, dockage, additional labor and equipment costs, and additional trucking costs. This agreement must be in writing, and must be signed by the agent for the vessel as well as the master of the vessel. No shifting will be ordered under this Paragraph without this written agreement.
4. This item is subject to the limitation of Item 305 – PRIORITY OF BERTH (2).

ITEM 385 - FIRE SIGNAL

In the event of fire occurring on board any vessel in the Brownsville Harbor, except vessels under way, such vessels shall sound five prolonged blasts of the whistle or siren as an alarm indicating fire on board or at the dock to which the vessel is moored. Such signal shall be repeated at intervals to attract attention, and is not a substitute for, but shall be used in addition to other means of reporting a fire. The words "prolonged blast" used in this rule shall mean a blast of from four to six seconds duration.

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ITEM 390 - SALVAGE OF SUNKEN VESSELS

1. It shall be the primary responsibility of the vessel owner and/or his insurer to salvage and/or adequately remove vessels which sink or otherwise obstruct vessel traffic while transiting or when moored at shore side facilities appurtenant to the Brownsville Ship Channel, Turning Basin, or Port of Brownsville Fishing Harbor.
2. Vessel Owner and/or his insurer and the vessel's agent shall immediately meet with the Harbormaster to inform the District of the efforts to be undertaken to salvage and/or remove a vessel which has sunk in the in the waters of the Port of Brownsville or otherwise obstructs vessel traffic in the Port of Brownsville. This notification must include a timeline for the salvage and/or removal efforts. Should the proposed efforts be unsatisfactory to the Harbormaster, or should the vessel owner and/or his insurer or agent fail to make contact with the Harbormaster, or in the opinion of the Harbormaster said vessel constitutes a hazard to the waters or facilities of the Port of Brownsville, arrangements must be made for the vessel's immediate removal by the vessel's owner and or his insurer or the vessel's agent. Should the District not receive a satisfactory proposal, or should the proposed removal efforts not be carried out as promised, the District may make arrangements for the removal of the vessel at the vessel owner's and/or his insurer or the vessel's agent's risk and expense without liability for any damage to the vessel or gear, even if caused by the sole negligence of the District.
3. Should a vessel sink while moored at facilities owned by the District but under exclusive lease to a second party, that lessee shall be responsible for its salvage and/or adequate removal in the event the owner and/or his insurer fails to salvage and/or remove such vessel. Lessee shall salvage and/or remove such vessel within thirty (30) days after District requests such salvage and/or removal by the lessee, unless in the discretion of the Harbormaster said vessel constitutes a hazard or impediment to navigation, or presents a hazard to the waters or facilities of the Port of Brownsville, in which event arrangements shall be made for its immediate removal by lessee or by the District at the Lessee's risk and expense.

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ITEM 400 – LICENSES AND PERMITS ARE NOT PERSONAL PROPERTY

A person does not have any vested rights in any license, registration, authorization, permit, application or process provided or offered under this Tariff.

ITEM 401 – HARBOR TUG OPERATORS LICENSE

1. LICENSE REQUIRED

No person, firm, corporation or other business entity shall operate as or carry on the business of a Harbor Tug Operator at the public facilities of the District unless and until there shall first have been obtained from the District a license authorizing such activity. As used in this item, "Harbor Tug Operator" includes persons, firms, corporations, or other business entities and their subsidiaries, offering harbor tug services in the Ship Channel of the Port of Brownsville. As used in this item, "Harbor Tug Operator", shall not include tug services solely at a leased facility of the District; nor shall it include activity taking place within the confines of the Fishing Harbor. Lessees of the District will not be required to utilize the services of a licensed Harbor Tug Operator at a leased facility of the District.

2. APPLICATION FOR LICENSE

Application for license with accompanying attachments and the required fee shall be submitted to the Director of Administrative Services. Applications shall address the issues listed in this Item. Copies of this form are available from the Director of Administrative Services, upon request, and may be obtained from the Internet at:

http://www.portofbrownsville.com/images/stories/harbor_tug_application.pdf

Licensing fees are specified in Paragraph 7 of this Item.

3. CONSIDERATION OF APPLICATION

- A. All new licenses shall be approved by the Port Director and CEO of the District and shall be granted by the Board of Commissioners of the Brownsville Navigation District, upon the vote of a majority of the present and voting Commissioners, at a duly posted meeting.
- B. A new license shall be granted to any applicant who fulfills the following requirements:
 - 1. Satisfactory credit history and adequate capital structure so as to sustain the applicant's operations within the Port of Brownsville;
 - 2. Not less than 15 years collective experience within the harbor tug industry of applicant's officers and managers;

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ITEM 401 – HARBOR TUG OPERATORS LICENSE (CONTINUED)

3. and/or the American National Standards Institute; Prior certification by and good standing with the American Society for Quality Control under current applicable ISO and/or ANSI/ASQ standards promulgated by the International Organization Standardization
 4. Prior certification by and good standing with the International Safety Management System (ISM);
 5. Prior approval by the U. S. Coast Guard of a plan addressing the provisions of the Maritime Transportation Security Act;
 6. At least one of the tugs to be permanently assigned to the Port of Brownsville provides marine fire fighting capabilities;
 7. Submission of an agreement in writing to remain in good standing with the Brownsville Navigation District by complying with the rules and regulations of the District and the provisions of the District's tariff and any subsequent revisions or reissues thereof; by meeting the appropriate insurance requirements of the District, by maintaining credit worthiness with the District, by maintaining adequate equipment and by maintaining a lease site adequate for their needs;
 8. Submission of all documentation required to be attached to the *Application for Harbor Tug Operator's License* to demonstrate compliance with the requirements of this Item; and
 9. Submission of the lessee's tariff of charges for harbor tug services. Revisions to the tariff must be filed with the Board 30 days prior to the effective date of any rate change.
- C. Applications for renewal licenses shall be given to all licensees and renewal shall be automatic absent a finding by the Board that the applicant:
1. Has been found by the appropriate authorities to have violated federal, state, or local laws or regulations of a felony grade concerning employees' rights, health and safety in its operations at the Port of Brownsville;
 2. Has failed to maintain adequate insurance, as required by this Item, Paragraph 9;
 3. Has failed to maintain the certifications required in Paragraph 3(B) of this Item;

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ITEM 401 – HARBOR TUG OPERATORS LICENSE (CONTINUED)

- 4 Has failed to maintain the Captain's Licenses of the captains providing Harbor Tug Services in the Port of Brownsville in a current status, as required by this Item, Paragraph 10;
 5. Has failed to maintain an adequate credit history with the District (the existence of uncontested delinquent accounts with the District may be deemed to represent an inadequate credit history);
 6. Has allowed the license to become inactive, is no longer in business or has been inactive for a period of six months, unless good cause is shown for inactivity; or
 7. Has failed to maintain compliance with the requirements of this Item, this Tariff and/or the District.
- D. All licensed Harbor Tug Operators will be required to maintain a lease site within the Port of Brownsville which is adequate, at a minimum, to handle their need for storage and maintenance of their equipment. This lease site must be maintained during the period that the license is active. There must be local staff which shall be available during business hours.
- E. Each licensed Harbor Tug Operator will be required to maintain sufficient equipment to provide adequate service as defined by the Brownsville Navigation District in conjunction with the Brazos Santiago Pilots Association. These requirements are contained in the Navigational Guidelines issued by the Brazos Santiago Pilots Association. The adequate service requirement may not be met by combining the equipment maintained by separate licensees. In the event that it is necessary to charter outside tugs to provide adequate power to handle vessels arriving at the Port of Brownsville, the Harbor Tug Operator will be responsible for all costs of this charter. The occurrence of two such charters, other than for the handling of scrap vessels or vessels arriving for repairs at a shipyard, within a six-month period will be an indication that the equipment provided by the Harbor Tug Operator is not sufficient to provide adequate service. The use of tugs under long-term charter to the licensee or the use of tugs that are under the control of the licensee is not considered a charter for the purposes of this Item.

4. ISSUANCE OF LICENSE AND RENEWAL

- A. Issuance of a license shall be evidenced by the dated signature on the application form of a member of the District's Board of Commissioners.

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ITEM 401 – HARBOR TUG OPERATORS LICENSE (CONTINUED)

- B. All licenses will be issued for a period of three (3) years, and each renewal will be for a period of three (3) years from the expiration date of the previous license. Original applications and renewal applications will be processed as stipulated in this Item. The District will mail notices of renewal, including invoices for the renewal fee, to all licensees by first class U.S. postage not less than 30 days prior to the expiration date. A license will automatically expire unless the application for renewal with renewal fee is received by the District not later than the date of expiration of the license.
- C. The application, if approved by the Port Director and CEO of the District, will be presented to the Board of Commissioners for their consideration and action at the next regularly scheduled meeting following the receipt of the application with the appropriate fee and all required attachments, and these documents have been reviewed by the administrative staff. An existing license will be considered to have been temporarily renewed until such time as the Board has taken action on it. Failure to renew within the prescribed time will require the filing of a new original application including original application fee if the person, firm, corporation or other business entity desires to continue providing harbor tug services at the Port of Brownsville.

5. LAPSE PROVISION

In the event that a Harbor Tug Operator's License is allowed to lapse at the expiration date, upon written request from that Harbor Tug Operator, they will be given an additional 30 days within which to submit their application for a renewal of their Harbor Tug Operator's License. Upon receipt of this written request for an extension of time in which to file the renewal application, the Harbor Tug Operator's License will continue to be in effect for the additional 30-day period. This extension is automatic upon the receipt of the written request by the Director of Administrative Services. The renewal date is not affected by this provision.

6. ANNUAL AUDIT, SUSPENSION AND/OR REVOCATION OF LICENSE

- A. The administrative staff of the Brownsville Navigation District shall, at least once annually, audit each holder of a Harbor Tug Operator's License to ensure continued compliance with the provisions of this Item. This audit shall be scheduled to coincide with the anniversary date of the license.
- B. Any licensee who is determined to be in default in the manner listed in Paragraph 3(C)(1), 3(C)(2) or 3(C)(3) hereof shall have their license immediately suspended by the administrative staff. They shall be given notice in writing of such default and shall have 90 days thereafter to cure all items of default. Failure to cure default within that ninety-day period shall result in the revocation of the license held by that Harbor Tug Operator. Any such revocation under this item shall be imposed by the Board of Commissioners at a posted meeting, with at least ten days' notice to the licensee.

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ITEM 401 – HARBOR TUG OPERATORS LICENSE (CONTINUED)

- C. A license, and the licensee's right to operate at the Port of Brownsville, may be suspended, on a showing that the licensee has undisputed accounts with the District that are more than 60 days' delinquent. Any such suspension shall be imposed by the Board of Commissioners at a posted meeting, with at least ten days' notice to the licensee. The suspension shall not be lifted until the account in question is brought current; specifically with no undisputed invoice aged more than 30 days past due. Failure to cure this default within a ninety-day period following the date the suspension is imposed shall result in the revocation of the license held by that Harbor Tug Operator. Any such revocation under this item shall be imposed by the Board of Commissioners at a posted meeting, with at least ten days' notice to the licensee.
- D. Any licensee who is determined to not be in compliance with Paragraphs 3(C)(4), 3(C)(5), or 3(D) hereof shall be given notice in writing of such default and shall have 90 days thereafter to cure all items of default. Failure to cure default within that ninety-day period shall result in revocation of the license held by that Harbor Tug Operator. Any such revocation under this item shall be imposed by the Board of Commissioners at a posted meeting, with at least ten days' notice to the licensee.
- E. Any licensee who is determined to not be in compliance with Paragraph 3(E) hereof shall be given notice in writing of such default and shall have 90 days thereafter to develop a plan to cure this default. After the 90-day period has expired, the Board of Commissioners will consider the adequacy of the plan to cure the default at a posted meeting. If the plan is determined to be unsatisfactory, or if no plan has been submitted, the Board will take action to revoke the license.
- F. In the event a license holder is found to be in default three years in succession, that license shall be revoked on the determination of the default in the third year. A licensee whose license has been revoked hereunder shall not be allowed to reapply for a period of 90 days from such revocation, at which time a new application must be submitted. Any such revocation under this item shall be imposed by the Board of Commissioners at a posted meeting, with at least ten days' notice to the licensee.
- G. No harbor tug operations may be undertaken by a licensee while their license is expired, is suspended, or has been revoked, or while action is pending on a new original application.

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ITEM 401 – HARBOR TUG OPERATORS LICENSE (CONTINUED)

7. LICENSE FEES

All Harbor Tug Operators desiring a license to operate at the Port of Brownsville shall pay the following fees at the time of application or renewal:

ORIGINAL APPLICATION	\$ 2,000.00
RENEWAL	\$ 2,000.00

Please refer to the notes which follow:

Note 1. Application fees are non-refundable, and will not be prorated for fractional parts of a year.

Note 2. Harbor Tug Operators who are actively doing business at the Port of Brownsville at the time that this item becomes effective, who have been operating under a previously existing license, will be required to submit a Renewal Application. These Harbor Tug Operators will be considered to be grandfathered in regard to this Item, and will be allowed to continue to operate at the Port of Brownsville while their application is under review.

8. LICENSES ARE NON-TRANSFERABLE

A license may not be transferred, assigned, or otherwise used by other than the licensee designated thereon without prior written approval of the District. Any person, firm, corporation or other business entity acquiring a going business from a licensee hereunder may qualify for a new license upon submission of an *Application for Harbor Tug Operator's License*, with the application fee and the required attachments, to the District. Upon finding that such application establishes proof of being ready, willing, and able to perform the service, the District may grant a new license to the applicant. A license issued under this Paragraph is subject to all provisions of this Item. Any attempt to transfer or assign a license contrary to this provision shall be cause for revocation.

9. HARBOR TUG OPERATOR INSURANCE

- A. As a condition to obtaining a license and subsequent renewals thereof, each person, firm, corporation or other business entity, or their subcontractors, including but not limited to, labor contractors, acting as a Harbor Tug Operator in the Ship Channel of the Port of Brownsville, shall keep in full force and effect liability insurance covering its operations in or on the public wharves, docks, terminals, or facilities of the District.
- B. The insurance policy shall provide coverage for property and liability claims, both general liability and automobile liability, against the District due to damages caused by the Harbor Tug Operator.

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ITEM 401 – HARBOR TUG OPERATORS LICENSE (CONTINUED)

- C. The Harbor Tug Operator is responsible for assuring that their subcontractors provide adequate liability insurance to protect the District's interests.
- D. The limits of liability shall not be less than \$4,000,000.00 per occurrence or per claim and shall name the District as an additional insured, with the provision that such coverage will not extend to actions resulting from the Port's own sole negligence. Each person, firm, corporation or other business entity providing Harbor Tug services shall also carry workmen's compensation (including but not limited to USL&H).
- E. All policies shall include a waiver of subrogation in favor of the District on all coverages. The policy or policies shall contain a clause that the insurer will not cancel or change the policy or policies without first giving the District sixty (60) days prior written notice.
- F. Written proof of insurance as required herein, shall be furnished to the District annually in the form of a Certificate of Insurance, or at the sole discretion of the District, a true and certified copy of the insurance policy.
- G. All such insurance shall be placed in a company or companies having a current Best's Rating of A-VII or better, or in companies acceptable to the District.

10. CAPTAIN'S LICENSES

- A. As a condition to obtaining a license and subsequent renewals thereof, each person, firm, corporation or other business entity, or their subcontractors, including but not limited to, labor contractors, acting as a Harbor Tug Operator in the Ship Channel of the Port of Brownsville, shall keep in full force and effect a Captain's License for each of their captains of harbor tugs operating at the public wharves, docks, terminals, or facilities of the District.
- B. A current copy of each of the valid Captain's Licenses shall be provided to the District as an attachment to the original application and any renewal applications.
- C. As individual Captain's Licenses expire and are renewed, a copy of the renewed Captain's License must be provided to the District. No harbor tug services are to be provided at the Port of Brownsville by a captain whose license is expired, suspended, or otherwise not in effect.

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ITEM 401 – HARBOR TUG OPERATORS LICENSE (CONTINUED)

11. RESPONSIBILITY FOR CHARGES

The Harbor Tug Operator is an independent contractor and is not contracted by the District to perform harbor tug services. All charges for services provided under this license are due from the vessel or the vessel's Steamship Agent. The District accepts responsibility neither for the payment of these charges, nor for any costs incurred by the licensee while providing Harbor Tug services.

12. LIMITATIONS ON LICENSE - The issuance of a license under this Item is subject to the limitations contained in Items 106 – LIMITATION TO RIGHT OF ACCESS TO PORT PROPERTY and 400 – LICENSES AND PERMITS ARE NOT PERSONAL PROPERTY of this Tariff.

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ITEM 411 - STEAMSHIP AGENTS LICENSE

1. **LICENSE REQUIRED** - No person, firm, corporation or other business entity shall operate as or carry on the business of a Steamship Agent at the public facilities of the District unless and until there shall first have been obtained from the District a license authorizing such activity. As used in this item, "Steamship Agent" or "agent" includes 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: As used in this item, "Steamship Agent", and "agent" shall not include representation of a vessel loading or unloading cargo on a lease site at the District; nor shall it include activity taking place within the confines of the Fishing Harbor. Lessees of the District will not be required to utilize the services of a licensed Steamship Agent at the public facilities of the District for their own vessels utilizing the public facilities for purposes other than loading or unloading cargo.
2. **APPLICATION FOR LICENSE** - Application for license with accompanying fee shall be submitted to the Director of Administrative Services. Applications shall address the issues listed in Paragraph 3(B) of this item. Copies of this form are available from the Director of Administrative Services, upon request, and may be obtained from the Internet at:

http://www.portofbrownsville.com/images/stories/agent_application.pdf

Licensing fees are specified in Paragraph 7 of this Item.

3. CONSIDERATION OF APPLICATION

- A. All new licenses shall be approved by the Port Director and CEO of the District and shall be granted by the Board of Commissioners of the Brownsville Navigation District, upon the vote of a majority of the present and voting Commissioners, at a duly posted meeting.
- B. A new license shall be granted to any applicant who fulfills the following requirements:
 1. Satisfactory credit history and adequate capital structure so as to sustain the applicant's operations within the Port of Brownsville. This requirement shall be subject to the deposit requirement in Item 115 (3).
 2. Not less than 15 years collective experience within the steamship agency industry of applicant's officers and managers.

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ITEM 411 - STEAMSHIP AGENTS LICENSE (CONTINUED)

3. Submission of an agreement in writing to remain in good standing with the Brownsville Navigation District by complying with the rules and regulations of the District and the provisions of the District's tariff and any subsequent revisions or reissues thereof; by meeting the appropriate insurance requirements of the District and by maintaining credit worthiness with the District.
- C. Applications for renewal licenses shall be given to all licensees and renewal shall be automatic absent a finding by the Board that the applicant:
1. Has been found by the appropriate authorities to have violated federal, state, or local laws or regulations of a felony grade concerning employees' rights, health and safety in its operations at the Port of Brownsville;
 2. Has failed to maintain adequate insurance, as required by this tariff,
 3. Has failed to maintain an adequate credit history with the District (the existence of uncontested delinquent accounts with the District may be deemed to represent an inadequate credit history);
 4. Has allowed the license to become inactive, as provided by Subsection 4 below; or
 5. Has failed to maintain compliance with the requirements of this item.
- D. All licensed agents will be required to assign a representative to each ocean-going vessel while it is in the Port of Brownsville Ship Channel or on one of the public docks or facilities of the Port of Brownsville. This requirement will be in effect from the time that the vessel arrives at anchorage off-shore until the pilot disembarks from the vessel at its departure from the Port and at all times in between. The name and contact information of this representative must be provided to the Harbormaster prior to the vessel's arrival at the off-shore anchorage.
- E. The assigned representative will be required to remain in Brownsville, and available to the vessel, for the duration of the assignment as specified above.

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ITEM 411 - STEAMSHIP AGENTS LICENSE (CONTINUED)

4. CREDIT AND COLLECTIONS

- A. A minimum deposit of \$10,000 will be required of any Steamship Agent, such deposit to be retained interest-free by the District for six (6) months or until credit has been established which is satisfactory with the District or until no further use of the facilities is required from 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.
- B. As an alternative, a payment bond made payable to the Brownsville Navigation District in the amount of \$25,000 may be submitted in lieu of the cash deposit. This bond will be redeemable by the District in the event that the Steamship Agent has any undisputed invoice that is unpaid 60 days past the invoice date. This bond is to be for a term of one year. At the end of the first year, if the Steamship Agent has established satisfactory credit with the District, the bond may be allowed to lapse.

5. ISSUANCE OF LICENSE AND RENEWAL

- D. Issuance of a license shall be evidenced by the dated signature on the application form of a member of the District's Board of Commissioners.
- E. All licenses will be issued for a period of three (3) years and will be renewed as stipulated in Paragraph 3. The District will mail notices of renewal, including invoices for the renewal fee, to all licensees by first class U.S. postage not less than 30 days prior to the expiration date. A license will automatically expire unless the application for renewal with renewal fee is received by the District not later than the date of expiration of the license.
- F. The application, if approved by the Port Director and CEO of the District, will be presented to the Board of Commissioners for their consideration and action at the next regularly scheduled meeting following the receipt of the application with the appropriate fee and all required attachments, and these documents have been reviewed by the administrative staff. An existing license will be considered to have been temporarily renewed until such time as the Board has taken action on it. Failure to renew within the prescribed time will require the filing of a new original application including original application fee if the person, firm, corporation or other business entity desires to continue providing steamship agent services at the Port of Brownsville.

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ITEM 411 - STEAMSHIP AGENTS LICENSE (CONTINUED)

- 6. LAPSE PROVISION** - In the event that a Steamship Agent's license is allowed to lapse at the expiration date, upon written request from that Steamship Agent, the agent will be given an additional 30 days within which to submit their application for a renewal of their Steamship Agent's License. Upon receipt of this written request for an extension of time in which to file the renewal application, the Steamship Agent's License will continue to be in effect for the additional 30-day period. This extension is automatic upon the receipt of the written request by the Director of Administrative Services.
- 7. ANNUAL AUDIT, SUSPENSION AND/OR REVOCATION OF LICENSE**
- A. The administrative staff of the Brownsville Navigation District shall, at least once annually, audit each holder of a Steamship Agent's License to insure continued compliance with the provisions of this Item. This audit shall be scheduled to coincide with the anniversary date of the license. Any licensee who is determined not to be in compliance with to cure all items of default. Failure to cure default within that ninety-day period shall result in revocation of the license held by that steamship agency. Any such revocation under this paragraph shall be imposed by the Board of Commissioners at a posted meeting, with at least ten days' notice to the licensee.
- B. Any licensee who is determined to be in default in the manner listed in Paragraph 3(C)(1) or 3(C)(2) hereof shall have their license immediately suspended by the administrative staff. They shall be given notice in writing of such default and shall have 90 days thereafter to cure all items of default. Failure to cure default within that ninety-day period shall result in the automatic revocation of the license held by that stevedoring entity. Any such revocation under this paragraph shall be imposed by the Board of Commissioners at a posted meeting, with at least ten days' notice to the licensee.
- C. A license, and the licensee's right to operate at the Port of Brownsville, may be suspended on a showing that the licensee has undisputed accounts with the District that are more than 60 days' delinquent. Any such suspension shall be imposed by the Board of Commissioners at a posted meeting, with at least ten days' notice to the licensee. The suspension shall not be lifted until the account in question is brought current, specifically with no undisputed invoice aged more than 30 days past due. Failure to cure this default within a ninety-day period following the date the suspension is imposed shall result in the revocation of the license held by the Steamship Agent. Any such revocation under this paragraph shall be imposed by the Board of Commissioners at a posted meeting, with at least ten days' notice to the licensee.

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ITEM 411 - STEAMSHIP AGENTS LICENSE (CONTINUED)

- D. A license may be revoked, or renewal denied, under this Item if the licensee fails to comply with the rules and regulations of the District, including this Tariff Item, is no longer in business or has been inactive in the six months immediately preceding notice of revocation or denial of renewal, unless good cause is shown for inactivity. Any such revocation under this paragraph shall be imposed by the Board of Commissioners at a posted meeting, with at least ten days' notice to the licensee.
- E. In the event a license holder is found to be in default three years in succession, that license shall be revoked on the determination of the default in the third year. A licensee whose license has been revoked hereunder shall not be allowed to reapply for a period of 90 days from such revocation, at which time a new application must be submitted. Any such revocation under this paragraph shall be imposed by the Board of Commissioners at a posted meeting, with at least ten days' notice to the licensee.
- F. Any licensee who is determined to not be in compliance with Paragraph 3(C) hereof shall be given notice in writing of such default and shall have 90 days thereafter to cure all items of default. Failure to cure default within that ninety-day period shall result in revocation of the license held by that Steamship Agent. Any such revocation under this paragraph shall be imposed by the Board of Commissioners at a posted meeting, with at least ten days' notice to the licensee.
- G. No steamship agency operations may be undertaken by a licensee while their license is expired, is suspended, or has been revoked, or while action is pending on a new original application.
- 8. LICENSE FEES** - All Steamship Agents desiring a license to operate at the Port of Brownsville shall pay the following fees at the time of application or renewal:

ORIGINAL APPLICATION	\$ 2,000.00
RENEWAL	\$ 2,000.00

Please refer to the notes which follow.

Note 1. Application fees are non-refundable, and will not be prorated for fractional parts of a year.

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ITEM 411 - STEAMSHIP AGENTS LICENSE (CONTINUED)

9. LICENSES ARE NON-TRANSFERABLE - A license may not be transferred, assigned, or otherwise used by other than the licensee designated thereon without prior written approval of the District. Any person, firm, corporation or other business entity acquiring a going business from a licensee hereunder may qualify for a new license upon submission of an Application for Steamship Agent's License, with the application fee and the required attachments, to the District. Upon finding that such application establishes proof of being ready, willing, and able to perform the service, the District may grant a new license to the applicant. A license issued under this Paragraph is subject to all provision of this Item, including Paragraph 3(B)(1) and 3(C)(2). Any attempt to transfer or assign a license contrary to this provision shall be cause for revocation.

10. STEAMSHIP AGENT INSURANCE

- A. As a condition to obtaining a license and subsequent renewals thereof, each person, firm, corporation or other business entity, acting as a Steamship Agent in or on the public wharves, docks, terminals, or facilities of the District, shall keep in full force and effect liability insurance covering its operations in or on the public wharves, docks, terminals, or facilities of the District.
- B. The insurance policy shall provide coverage for property and liability claims, both general liability and automobile liability, against the District due to damages caused by the Steamship Agent.
- C. The limits of liability shall not be less than \$4,000,000.00 per occurrence or per claim and shall name the District as an additional insured, with the provision that such coverage will not extend to actions resulting from the Port's own sole negligence. Each person, firm, corporation or other business entity providing Steamship Agent services shall also carry workmen's compensation (including but not limited to USL&H).
- D. All policies shall include a waiver of subrogation in favor of the District on all coverages. The protection and indemnity coverage for the owner of each vessel attended should cover the Steamship Agent, and the "as owner" provision should be waived as respects the Steamship Agent (unless the Steamship Agent is by definition in the policy standing in the place of the owner). The policy or policies shall contain a clause that the insurer will not cancel or change the policy or policies without first giving the District sixty (60) days prior written notice.
- E. Written proof of insurance as required herein, shall be furnished to the District annually in the form of a Certificate of Insurance, or at the sole discretion of the District, a true and certified copy of the insurance policy.

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ITEM 411 - STEAMSHIP AGENTS LICENSE (CONTINUED)

F. All such insurance shall be placed in a company or companies having a current Best's Rating of A-VII or better, or in companies acceptable to the District.

11. RESPONSIBILITY FOR CHARGES - The Steamship Agent is responsible for all District charges incurred by a vessel that they represent in the Port of Brownsville. If a stevedore, who is licensed at the Port of Brownsville, accepts responsibility for all or a portion of the charges for a vessel, this acceptance must be in writing and must specify which charges are being transferred to the stevedore. In the event that there is a dispute over the meaning of a document used to transfer financial responsibility for a vessel, the Steamship Agent will be responsible for any charges that cannot be transferred to the stevedore as a result of the dispute.

12. LIMITATIONS ON LICENSE - The issuance of a license under this Item is subject to the limitations contained in Items 106 - LIMITATION TO RIGHT OF ACCESS TO PORT PROPERTY and 400 - LICENSES AND PERMITS ARE NOT PERSONAL PROPERTY of this Tariff.

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ITEM 421 - STEVEDORE AND FREIGHT HANDLERS LICENSE

1. **LICENSE REQUIRED** - No person, firm, corporation or other business entity shall operate as or carry on the business of a stevedore or freight handler at any of the public facilities of the District unless and until there shall first have been obtained from the District a license authorizing such stevedoring or freight handling activity. As used in this item, "stevedore" or "stevedoring" includes persons, firms, corporations, or other business entities and their subsidiaries, engaged in the activity of loading and/or unloading commercial cargo vessels or barges, excluding bulk liquid cargo, in or on the public wharves, docks, terminals, or facilities of the District: "freight handler" or "freight handling" includes persons, firms, corporations, or other business entities, and their subsidiaries, engaged in physically loading and/or unloading railcars or trucks, or engaged in any other cargo handling operations, except bulk liquid cargo, in or on the public wharves, docks, terminals, or facilities of the District. As used in this item, "stevedore," "stevedoring," "freight handler," and "freight handling" shall not include loading or unloading cargo on a lease site at the District by the lessee of that site of the lessee's own cargo nor shall it include activity taking place within the confines of the Fishing Harbor.
2. **APPLICATION FOR LICENSE** - Application for license with accompanying fee shall be submitted to the Director of Administrative Services. Applications shall address the issues listed in this Item. Copies of this form are available from the Director of Administrative Services, upon request, and may be obtained from the Internet at:

http://www.portofbrownsville.com/images/stories/stevedore_application.pdf

Licensing fees are specified in Paragraph 7 of this site.

3. **CONSIDERATION OF APPLICATION**

- A. All new licenses once approved by the Port Director and CEO of the District may be granted by the Board of Commissioners of the Brownsville Navigation District, upon the vote of a majority of the present and voting Commissioners, at a duly posted meeting a new license may be granted to any applicant who fulfills the following requirements:
 1. Prior certification by and good standing with the American Society for Quality Control under current, applicable ISO and/or ANSI/ASQ standards promulgated by the International Organization Standardization and/or the American National Standards Institute.
 2. Satisfactory credit history and adequate capital structure so as to sustain the applicant's operations within the Port of Brownsville.
 3. Not less than 15 years collective experience within the stevedoring industry of applicant's officers and managers.

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ITEM 421 - STEVEDORE AND FREIGHT HANDLERS LICENSE (CONTINUED)

4. Submission of an agreement in writing to remain in good standing with the Brownsville Navigation District by complying with the rules and regulations of the District and the provisions of the District's Tariff and any subsequent revisions or reissues thereof; by meeting the appropriate insurance requirements of the District and by maintaining credit worthiness with the District.
- B. Applications for renewal licenses shall be given to all licensees and renewal shall be automatic absent a finding by the Board that the applicant:
1. Has been found by the appropriate authorities to have violated federal, state, or local laws or regulations of a felony grade concerning employees' rights, health and safety in its operations at the Port of Brownsville;
 2. Has failed to comply with the provisions of this Tariff in maintaining ISO and/or ANSI/ASQ certification;
 3. Has failed to maintain adequate insurance, as required by this Tariff,
 4. Has failed to maintain an adequate credit history with the District (the existence of uncontested delinquent accounts with the District may be deemed to represent an inadequate credit history);
 5. Has allowed the license to become inactive, as provided by this Item; or
 6. Has failed to maintain compliance with the requirements of this Item.
- C. All licensed stevedores will be required to maintain a lease site within the Port of Brownsville which is adequate, at a minimum, to handle their need for storage and maintenance of their equipment. This lease site must be maintained during the period that the license is active. There must be local staff which shall be available during business hours.

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ITEM 421 - STEVEDORE AND FREIGHT HANDLERS LICENSE (CONTINUED)

4. CREDIT AND COLLECTIONS

- A. A minimum deposit of \$10,000 will be required of any Stevedore or Freight Handlers, such deposit to be retained interest-free by the District for six (6) months or until credit has been established which is satisfactory with the District or until no further use of the facilities is required from 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.
- B. As an alternative, a payment bond made payable to the Brownsville Navigation District in the amount of \$25,000 may be submitted in lieu of the cash deposit. This bond will be redeemable by the District in the event that the Steamship Agent has any undisputed invoice that is unpaid 60 days past the invoice date. This bond is to be for a term of one year. At the end of the first year, if the Steamship Agent has established satisfactory credit with the District, the bond may be allowed to lapse.

5. ISSUANCE OF LICENSE AND RENEWAL

- A. Issuance of a license shall be evidenced by the dated signature on the application form of a member of the District's Board of Commissioners.
- B. All licenses will be issued for a period of three (3) years and will be renewed as stipulated in Paragraph 3. The District will mail notices of renewal, including invoices for the renewal fee, to all licensees by first class U.S. postage not less than 30 days prior to the expiration date. A license will automatically expire unless the application for renewal with renewal fee is received by the District not later than the date of expiration of the license.
- C. The application, if approved by the Port Director and CEO of the District, will be presented to the Board of Commissioners for their consideration and action at the next regularly scheduled meeting following the receipt of the application with the appropriate fee and all required attachments, and these documents have been reviewed by the administrative staff. An existing license will be considered to have been temporarily renewed until such time as the Board has taken action on it. Failure to renew within the prescribed time will require the filing of a new original application including original application fee if the person, firm, corporation or other business entity desires to continue providing stevedoring or freight handling services at the Port of Brownsville.

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ITEM 421 - STEVEDORE AND FREIGHT HANDLERS LICENSE (CONTINUED)

D. No licensees holding a valid license as of December 1, 1996 shall be required to comply with the provisions of Paragraph 3(B)(1) or 3(C)(2) so long as the licensee has not had any period of time during which their license has lapsed, been suspended or been revoked.

6. LAPSE PROVISION - In the event that a Stevedore and Freight Handler's License is allowed to lapse at the expiration date, upon written request from that Stevedore and Freight Handler, the stevedore will be given an additional 30 days within which to submit their application for a renewal of their Stevedore and Freight Handler's License. Upon receipt of this written request for an extension of time in which to file the renewal application, the Stevedore and Freight Handler's Agent's License will continue to be in effect for the additional 30-day period. This extension is automatic upon the receipt of the written request by the Director Administrative Services.

7. ANNUAL AUDIT, SUSPENSION AND/OR REVOCATION OF LICENSE

A. The administrative staff of the Brownsville Navigation District shall, at least once annually, audit each holder of a Stevedore and Freight Handler's License to insure continued compliance with the provisions of this Item. This audit shall be scheduled to coincide with the anniversary date of the license. Any licensee who is determined not to be in compliance with this Item shall be given notice in writing of such default and shall have 90 days thereafter to cure all items of default. Failure to cure default within that ninety-day period shall result in revocation of the license held by that stevedoring entity. Any such revocation under this paragraph shall be imposed by the Board of Commissioners at a posted meeting, with at least ten days' notice to the licensee.

B. Any licensee who is determined to be in default in the manner listed in Paragraph 3(C)(1), 3(C)(2) if required, or 3(C)(3) hereof shall have their license immediately suspended by the administrative staff. They shall be given notice in writing of such default and shall have 90 days thereafter to cure all items of default. Failure to cure default within that ninety-day period shall result in the automatic revocation of the license held by that stevedoring entity. Any such revocation under this paragraph shall be imposed by the Board of Commissioners at a posted meeting, with at least ten days' notice to the licensee.

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ITEM 421 - STEVEDORE AND FREIGHT HANDLERS LICENSE (CONTINUED)

- C. A license, and the licensee's right to operate at the Port of Brownsville, may be suspended on a showing that the licensee has undisputed accounts with the District that are more than 60 days' delinquent. Any such suspension shall be imposed by the Board of Commissioners at a posted meeting, with at least ten days' notice to the licensee. The suspension shall not be lifted until the account in question is brought current, specifically with no undisputed invoice aged more than 30 days past due. Failure to cure this default within a ninety-day period following the date the suspension is imposed shall result in the revocation of the license held by that Stevedore or Freight Handler. Any such revocation under this paragraph shall be imposed by the Board of Commissioners at a posted meeting, with at least ten days' notice to the licensee.
- D. A license may be revoked, or renewal denied under this Item, if the licensee fails to comply with the rules and regulations of the District, including this Tariff Item, is no longer in business or has been inactive in the six months immediately preceding notice of revocation or denial of renewal, unless good cause is shown for inactivity. Any such revocation under this paragraph shall be imposed by the Board of Commissioners at a posted meeting, with at least ten days' notice to the licensee.
- E. In the event a license holder is found to be in default three years in succession, that license shall be revoked on the determination of the default in the third year. A licensee whose license has been revoked hereunder shall not be allowed to reapply for a period of 90 days from such revocation, at which time a new application must be submitted. Any such revocation under this paragraph shall be imposed by the Board of Commissioners at a posted meeting, with at least ten days' notice to the licensee.
- F. No stevedoring or freight handling operations may be undertaken by a licensee while their license is expired, is suspended, or has been revoked, or while action is pending on a new original application.

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ITEM 421 - STEVEDORE AND FREIGHT HANDLERS LICENSE (CONTINUED)

- 8. LICENSE FEES** - All stevedores and freight handlers desiring a license to operate at the Port of Brownsville shall pay the following fees at the time of application or renewal:

ORIGINAL APPLICATION	\$10,000.00
RENEWAL	\$ 2,000.00

Please refer to the notes which follow.

Note 1. Application fees are non-refundable, and will not be prorated for fractional parts of a year.

Note 2. Any stevedore or freight handler who has already applied for and been granted a Stevedore and Freight Handlers license under previous versions of this Item shall automatically be subject to the provisions of this Item, except that they shall not be required to pay renewal fees until the expiration of the license held at the time of enactment of this item.

Note 3. Non-resident stevedores and freight handlers shall be required to provide a local telephone number and a local representative who may be contacted while stevedoring and/or freight handling operations are being conducted. The name of the representative and the telephone number shall be provided to the Harbormaster's office prior to commencement of any stevedoring and/or freight handling operations.

- 9. LICENSES ARE NON-TRANSFERABLE** - A license may not be transferred, assigned, or otherwise used by other than the licensee designated thereon without prior written approval of the District. Any person, firm, corporation or other business entity acquiring a going business from a licensee hereunder may qualify for a new license upon submission of an Application for Stevedore and Freight Handler's License, with the application fee and the required attachments, to the District. Upon finding that such application establishes proof of being ready, willing, and able to perform the service, the District may grant a new license to the applicant. A license issued under this Paragraph is subject to all provisions of this Item. Any attempt to transfer or assign a license contrary to this provision shall be cause for revocation.

10. STEVEDORE AND FREIGHT HANDLER INSURANCE

- A. As a condition to obtaining a license and subsequent renewals thereof, each person, firm, corporation or other business entity, providing stevedoring and/or freight handling services in or on the public wharves, docks, terminals, or facilities of the District, shall keep in full force and effect liability insurance covering its operations in or on the public wharves, docks, terminals, or facilities of the District. This insurance shall be a policy for Stevedore's Legal Liability for Bodily Injury and Property Damage (including coverage for goods and property of others in the care, custody, and control of the policy holder).

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ITEM 421 - STEVEDORE AND FREIGHT HANDLERS LICENSE (CONTINUED)

- B. The limits of liability shall not be less than \$4,000,000.00 per occurrence or per claim and shall name the District as an additional insured, with the provision that such coverage will not extend to actions resulting from the Port's own sole negligence. Each person, firm, corporation or other business entity providing stevedoring or freight handling services shall also carry workmen's compensation including, but not limited to, U.S. Longshoremen and Harborworker's coverage. The policy or policies shall contain a clause that the insurer will not cancel or change the policy or policies without first giving the District sixty (60) days prior written notice.
- C. Written proof of insurance as required herein, shall be furnished to the District annually in the form of a Certificate of Insurance, or at the sole discretion of the District, a true and certified copy of the insurance policy. All such insurance shall be placed in a company or companies having a current Best's Rating of A-VII or better, or in companies acceptable to the District.

11. LIMITATIONS ON LICENSE - The issuance of a license under this Item is subject to the limitations contained in Items 106 and 400 of this Tariff.

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ITEM 431 - SOLID WASTE COLLECTION AND DISPOSAL
LICENSE

NOTE – Effective date of this Item – July 1, 2007

1. LICENSE REQUIRED

- A. No person, firm, corporation or other business entity shall provide solid waste collection and/or disposal services upon any of the properties controlled by the Brownsville Navigation District until there shall have first been obtained from the District a license authorizing such solid waste collection and disposal.
- B. A valid Port Entry Permit must be displayed on all solid waste collection and disposal vehicles at all times while operating in the Brownsville Navigation District.

2. APPLICATION FOR LICENSE - Application for license with accompanying fee and other required documentation shall be submitted to the District. Copies of the application form are available from the Director of Administrative Services. Renewals shall be as provided in this Item.

3. CONSIDERATION OF APPLICATION

All new license applications will be considered by the administrative staff of the District. A single license will be issued for an approved licensee, license tags will be issued for each vehicle specifically identified in the application. Applications must address the following issues:

- A. The applicant must submit a copy of their licensing by the State of Texas to do business as a commercial waste transporter.
- B. The applicant must submit a statement detailing where they are authorized to dispose of commercial waste and a statement detailing how and where they will be disposing of the waste generated by the Port of Brownsville and its lessees.
- C. The applicant must submit a tariff of charges with their application. Revisions to the tariff must be filed with the Board 30 days prior to the effective date of any rate change.
- D. The applicant must submit a copy of their automobile liability insurance for each vehicle to be issued a Port Entry Permit.

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ITEM 431 - SOLID WASTE COLLECTION AND DISPOSAL LICENSE (CONTINUED)

4. ISSUANCE OF LICENSE AND RENEWAL

Upon approval of the application, a license will be signed by the Board of Commissioners. All licenses will be issued for a period of one year. The District will mail notices of renewal, including invoices for the renewal fee, to all licensees by first class U. S. postage not less than 30 days prior to the expiration date. A license will automatically expire unless the application for renewal with renewal fee and all required attachments are received by the District not later than the date of expiration. The renewal application will be reviewed by the administrative staff as soon as is practicable after its receipt. The license will be considered to be temporarily renewed until such time as the administrative staff has taken action on it.

Failure to renew within the prescribed time will require the filing of a new original application including original application fee if the person, firm, corporation, or other business entity desires to continue providing solid waste collection and disposal service at the District.

A license may be revoked, or renewal denied, if the licensee fails to comply with rules and regulations of the District, is no longer in business, or has been inactive for the six months immediately preceding notice of revocation or denial of renewal, unless good cause is shown for inactivity.

No solid waste collection and/or disposal operations may be undertaken by a licensee while their license is expired, has been revoked, or while action is pending on a new original application.

5. SUSPENSION AND/OR REVOCATION OF LICENSE

- A. A license, and the licensee's right to operate at the Port of Brownsville, may be suspended on a showing that the licensee is in violation of the District's rules and regulations.
- B. If, in the opinion of the District's staff, the violation is of a nature that poses a threat to the health and/or safety of the District's personnel or lessees, or if it poses a threat to the environment; the staff may immediately suspend the license. The suspension shall not be lifted until the licensee has met with the administrative staff to discuss their plans for complying with the District's rules and regulations. Once the staff's concerns have been satisfied, the suspension will be lifted. Failure to cure this default within a ninety-day period following the date the suspension is imposed shall result in the revocation of the license held by the Steamship Agent. Any such revocation under this paragraph shall be imposed by the Board of Commissioners at a posted meeting, with at least ten days' notice to the licensee.

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ITEM 431 - SOLID WASTE COLLECTION AND DISPOSAL LICENSE (CONTINUED)

- C. Any licensee who is determined not to be in compliance with this Item shall be given notice in writing of such default and shall have 90 days thereafter to cure all items of default. Failure to cure default within that ninety-day period shall result in revocation of the license held by that solid waste collection and disposal entity. Any such revocation under this paragraph shall be imposed by the Board of Commissioners at a posted meeting, with at least ten days' notice to the licensee.
- D. A license, and the licensee's right to operate at the Port of Brownsville, may be suspended should the licensee no longer have either a valid STATE LICENSE or automobile liability insurance on file with the District. Renewals of these documents must be submitted to the Director of Administrative Services of the District within 10 working days of the expiration of the documents that were submitted with the application. Any such revocation under this paragraph shall be imposed by the Board of Commissioners at a posted meeting, with at least ten days' notice to the licensee.
- E. Vendors who have had their license revoked will not be allowed to apply for a period of 90 days after the revocation of their license.
- F. No solid waste collection or disposal operations may be undertaken by a licensee while their license is suspended or revoked, or while they are waiting for action to be taken on their Original Application.

6. LICENSE FEES

All solid waste collection and disposal vendors desiring a license to operate at the Port of Brownsville shall pay the following fees at the time of application or renewal:

Original Application	\$500.00
Renewal	\$250.00

Solid waste collection and disposal companies who are actively doing business at the Port of Brownsville at the time that this item becomes effective will be required to submit an Original Application.

Note Application fees are non-refundable and will not be prorated for fractional parts of a year.

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ITEM 431 - SOLID WASTE COLLECTION AND DISPOSAL LICENSE (CONTINUED)

7. LICENSES ARE NON-TRANSFERABLE

A license may not be transferred, assigned, or otherwise used by other than the licensee and the specific vehicle designated thereon without prior written approval of the District. Any person, firm, corporation or other business entity acquiring a going business from a licensee hereunder may qualify for a license upon submission of an Application for Solid Waste Collection and Disposal License with the application fee and the required attachments to the District. Upon finding that such application establishes proof of being ready, willing, and able to perform the service, the District may grant a new license to the applicant. Any attempt to transfer or assign a license contrary to this provision shall be cause for revocation.

8. COMPLIANCE WITH DISTRICT ORDINANCES

The District had adopted an ordinance, Ordinance No. 7, which governs the solid waste collection and disposal in the District's properties. Applicants must familiarize themselves with this ordinance and must comply with its provisions. Failure to comply with the provisions of the District's Ordinance No. 7 may result in suspension or revocation of a license under this Item.

9. BASE OF OPERATION REQUIREMENT

All solid waste collection and disposal licensees must have a base of operation, either at a site that is leased from the District or a site outside of the District. The vehicles used for solid waste collection and disposal must be removed from the District's properties daily, and must be cleaned and stored at the vendor's base of operation.

10. VEHICLE REGULATIONS

All vehicles used for solid waste collection and disposal must have a current Texas State Inspection sticker and current license plates.

Any person who enters the Port of Brownsville with the vehicle in any capacity must comply with the Port entry permits in effect at the time of entry.

Vehicles are subject to search at any time.

11. LIMITATIONS ON LICENSE - The issuance of a license under this Item is subject to the limitations contained in Items 106 and 400 of this Tariff.

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ITEM 432 - DREDGED MATERIAL PLACEMENT TIPPING PERMIT

1. PERMIT REQUIRED

No person, firm, corporation or other business entity shall utilize the District's owned dredged material placement areas (DMPA) for their dredging projects unless and until there shall have first been obtained from the District a permit authorizing such activity. In the event of unauthorized work on the District's property, such unauthorized installations are subject to removal at the violator's expense.

- 2. APPLICATION FOR PERMIT** – Third parties proposing to use District's DMPAs for their dredging project shall submit a dredged material placement application and other required documentation to the District's Engineering Department. Copies of the application form are available by contacting the Engineering Department at 956-831-4592.

3. CONSIDERATION OF APPLICATION

- A. Permit applications will be considered by the District's Engineering Department. The permit application will be processed concurrently with the applicant's separate USACE permit application. The District's Engineering Department may request additional information from the applicant in its discretion.

4. ISSUANCE OF PERMIT

- A. Issuance of a District's permit is subject to the approval of the applicant's permit with the USACE.
- B. The permit shall be evidenced by the dated signature on the application form of the Director of Engineering Services or designee.
- C. All permits will be effective until the completion of the volume requested specified on the application.

5. SUSPENSION AND/OR REVOCATION OF PERMIT

- A. The District may revoke its permit immediately, if the applicant fails to comply with rules and regulations of the District, fails to comply with any requirements of USACE or any other governmental entity having jurisdiction of the permitted activities, is no longer in business, or has been inactive for the six months immediately preceding notice of revocation, unless good cause is shown for inactivity.
- B. In addition to the foregoing, if, in the opinion of the District's staff, if the permittee's violation is of a nature that poses a threat to the health and/or safety of the District's personnel or lessees, or if it poses a threat to the environment; the staff may immediately suspend the permit. The suspension shall not be lifted until the applicant has met with the administrative staff to discuss their plans for complying with the District's rules and regulations. Once the staff's concerns have been satisfied, the suspension will be lifted. Failure to cure this default within a ninety-day period following the date the suspension is imposed shall result in the revocation of the permit held by the applicant.
- C. A permit, and the applicant's right to operate at the Port of Brownsville, may be suspended should the applicant no longer have a valid USACE permit.

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ITEM 432 - DREDGED MATERIAL PLACEMENT TIPPING PERMIT (CONTINUED)

D. Any permittee shall indemnify and hold District harmless for any claims, damages, or losses in any way relating to the permittee's use of the DMPA. In the event the District incurs attorney's fees to enforce its rights hereunder, the permittee shall be responsible for paying District's reasonable attorney's fees.

6. TIPPING FEES

Applicants desiring a permit to use the District's DMPAs for their dredging project shall be assessed the following fee:

Tipping Fee:	\$7.00 per cubic yard of dredged material
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7. PERMITS ARE NON-TRANSFERABLE

A permit may not be transferred, assigned, or otherwise used by other than the applicant. Any attempt to transfer or assign a permit contrary to this provision shall be cause for revocation.

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ITEM 441 - MOBILE FOOD VENDOR PERMIT

1. PERMIT REQUIRED

A. No person, firm, corporation or other business entity shall operate as a mobile food vendor upon any of the properties controlled by the Brownsville Navigation District without a District-issued permit authorizing such mobile food vending.

B. Mobile Food Vendors will not be allowed to operate within the secured area of the Port of Brownsville.

2. **APPLICATION FOR PERMIT** - Application for permit with accompanying fee and other required documentation shall be submitted to the District. Copies of the application form are available from the Director of Administrative Services. Renewals shall be as provided in this Item.

3. **CONSIDERATION OF APPLICATION** – All new permit applications and renewal applications will be considered by the administrative staff of the District. A separate application must be made for each vending vehicle. Applications must address the following issues:

A. The applicant must have a current permit to operate a mobile vending unit issued by the Cameron County Public Health Environmental Health Program (956) 247-3599. A copy of the Health Permit issued by Cameron County must be attached to the Application submitted to the District.

B. A copy of the most recent County Inspection Report for the mobile food unit.

C. A color photo of the mobile food unit must be attached to the Application.

D. A typed or printed Food Menu must be submitted which specifies what products will be sold through the mobile unit. Any changes to the menu must be submitted to the District for approval. **No home-prepared food may be sold from the mobile unit.**

E. Applicant must submit certificates of insurance for the following coverages. The required limits will be provided to the Applicant. The District reserves the right to require the submission of the full policy for review.

- General Liability insurance for the mobile food unit or for the vehicle towing trailer units
- Food Products insurance
- Automobile Liability
- Workers Compensation coverage
- Brownsville Navigation District must be included as an additional insured on all insurance policies

F. A copy of the owner's driver's license.

G. Certified Food Managers Certification.

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ITEM 441 - MOBILE FOOD VENDOR PERMIT (CONTINUED)

- H. The mobile food units will not be allowed to remain on District property beyond the specified hours of operation. There must be a Base of Operation where the mobile food unit will be taken for cleaning and other routine maintenance and preparation operations.
- I. Consideration of the Application for a Mobile Food Vendor Permit will be undertaken with attention to the Food Menus of any existing Mobile Food Vendor Permits. Care will be exercised to assure that the Food Menus of the Mobile Food Vendor permit holders are distinct from each other. Failure to offer a Food Menu that is distinct from an existing permit holder's Food Menu, in the sole opinion of the District, will be grounds for denial of a Mobile Food Vendor Permit. Should a permit be denied under these grounds, the application fee will be refunded to the applicant.

4. ISSUANCE OF PERMIT AND RENEWAL

- A. Issuance of a permit and renewal of the permit shall be evidenced by the dated signature on the application form of the Director of Administrative Services or designee.
- B. All original permits will be issued for a period of one month and each renewal will be for a period of one month. Permits months begin on the first of the month and end on the last day of the month. Applicants may purchase a permit for multiple months at one time. A permit will automatically expire unless the application for renewal with the appropriate fee and all required attachments are received by the District not later than five days prior to the date of expiration.
- C. Failure to renew prior to the expiration date of the existing permit will terminate the mobile food vendor's authorization to provide mobile food services on the public properties of the District.
- D. Renewal Applications received on a timely basis will be given priority consideration over a new Original Application. Renewal Applications not received prior to the expiration of the current permit will be considered in the order in which the Application is received and are not guaranteed the issuance of a permit.

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ITEM 441 - MOBILE FOOD VENDOR PERMIT (CONTINUED)

5. GENERAL CONDITIONS

- A. No more than three (3) Mobile Food Vendor Permits will be issued at the same time. Food menus for the permitted Mobile Food Vendors must be distinct from each other.
- B. A Mobile Food Unit does not include a stand or booth. The Mobile Food Unit must remain mobile at all times.
- C. No seating areas for customers are allowed.
- D. Mobile Foods Vendors must keep the area around the mobile food unit clear of litter and debris at all times. They shall provide covered garbage containers that are insect- and rodent-proof for the use of their customers which are located immediately adjacent to the exterior of the mobile food unit and shall be removed from the designated site at the end of the hours of operation.
- E. Signs must be affixed to the mobile food unit and may not project more than 6 inches from the exterior of the unit.
- F. Water and waste water connections are not provided. All water used in the mobile food unit must be from an approved public water system. A mobile food unit may use commercially bottled water.
- G. Electrical service may be provided by an on-board generator which does not create noise that exceeds 75 decibels, or solar panels.
- H. The mobile food unit shall be completely enclosed. No open truck beds. Windows shall be screened or kept closed.
- I. It is the responsibility of the Mobile Food Vendor permit holder to provide restroom facilities and hand-washing facilities for their employees. The District has public restrooms in the Overweight Permit Office, however, these restrooms are not open to the public during the full schedule of operating hours for food vending. There are no public restrooms in the Guard Houses at the Entrance Gates.
- J. No sales of alcoholic beverages are allowed.

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ITEM 441 - MOBILE FOOD VENDOR PERMIT (CONTINUED)

6. SUSPENSION AND/OR REVOCATION OF PERMIT

- A. A permit, and the permit holder's right to operate at the Port of Brownsville, may be suspended by the District's staff on a showing that the permit holder is in violation of the District's rules and regulations. The suspension shall not be lifted until the permit holder has met with the administrative staff to discuss their plans for complying with the District's rules and regulations. Once the staff's concerns have been satisfied, the suspension will be lifted.
- B. A permit, and the permit holder's right to operate at the Port of Brownsville, may be suspended should the permit holder no longer have either a valid Health Certificate or automobile liability insurance on file with the District. Renewals of these documents must be submitted to the Director of Administrative Services of the District within 10 working days of the expiration of the documents that were submitted with the Application.
- C. Vendors who do not comply with the District's designated locations or hours of operation for sales will have their permit revoked. Mobile food vendors who have had their permit revoked will not be allowed to apply for a period of 90 days after the revocation of their permit.
- D. No food vending operations may be undertaken by a permit holder while their permit is suspended or revoked, or while they are waiting for action to be taken on their Original Application or Renewal Application.

- 7. PERMIT FEES** - All mobile food vendors desiring a permit to operate at the Port of Brownsville shall pay the following fees at the time of application or renewal:

Original or Renewal Application – per month \$1,000.00

Note Application fees are non-refundable and will not be prorated for fractional parts of a month.

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ITEM 441 - MOBILE FOOD VENDOR PERMIT (CONTINUED)

8. PERMITS ARE NON-TRANSFERABLE - A permit may not be transferred, assigned, or otherwise used by other than the permit holder and the specific vehicle designated thereon without prior written approval of the District. Any person, firm, corporation or other business entity acquiring an on-going business from a permit holder hereunder may qualify for a permit upon submission of an Application for Mobile Food Vendor Permit with the application fee and the required attachments to the District. Upon finding that such application establishes proof of being ready, willing, and able to perform the service, the District may grant a new permit to the applicant. Any attempt to transfer or assign a permit contrary to this provision shall be cause for revocation.

9. DESIGNATED SITES AND HOURS OF OPERATION

A. Each Mobile Food Vendor permit holder will be assigned to a specific site in the parking lot for the Overweight Permit Office at 1801 Foust Road. No vending may occur outside of the designated site.

B. Hours of Operation for Mobile Food Units:

Monday through Friday

6:00 AM through 4:00 PM

Holidays and Weekends

No Hours of Operation

10. BASE OF OPERATION REQUIREMENT – All mobile food vendors must have a Base of Operation at a site outside of the District’s public properties. The vehicles used for mobile vending must be removed from the District’s public properties daily and must be cleaned and stored at the vendor’s Base of Operation.

11. VEHICLE REGULATIONS

A. Mobile Food Units must display a current Texas Department of Motor Vehicles Registration/Inspection Sticker and have current license plates.

B. Vehicles on District property are subject to search at any time.

12. LIMITATIONS ON PERMIT - The issuance of a permit under this Item is subject to the limitations contained in Items 106 and 400 of this Tariff.

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ITEM 450 – PORT ENTRY PERMIT - TRUCKS

1. PERMIT REQUIRED TO ENTER PORT OF BROWNSVILLE SECURED AREA

All tractors and/or tractor/trailer combinations and any vehicle with three or more axles are required to display a valid Port Entry Permit to obtain entrance to the secured area of the Port of Brownsville.

2. ANNUAL PORT ENTRY PERMIT

Truck lines and individual owners doing routine business in the secured area of the Port of Brownsville may purchase an annual Port Entry Permit for each vehicle engaged in this business. This permit will be sold at the Overweight Permit office at the Administration Building of the Brownsville Navigation District. Permits will be good for one calendar year, beginning March 1st and ending on the last day of February. Fees will be pro-rated to \$50.00 at September 1st. There will be no “grace period” for renewal of the annual permit. Trucks that bear expired Port Entry Permits will be charged a Daily Entry Permit Fee as per Paragraph 3 of this Item until a new Port Entry Permit is purchased and is displayed on the truck. Annual Port Entry Permits must be affixed to the driver’s side windshield of the truck.

3. DAILY PORT ENTRY PERMIT

Trucks that are engaged in infrequent business in the secured area of the Port of Brownsville may purchase a Daily Port Entry Permit for each day that they enter the Port of Brownsville secured area. Daily Port Entry Permits are sold at the Overweight Permit office at the Administration Building of the Brownsville Navigation District between the hours of 8:00 AM and 5:00 PM, except on weekends and on holidays. Daily Port Entry Permits will also be available at the entrance to the Port of Brownsville on Foust Road 24 hours per day, 7 days per week.

Daily Port Entry Permits are good only for the date of sale and must visible at all times that the truck is in the secured area.

4. PORT ENTRY PERMITS ARE NOT TRANSFERABLE

Port Entry Permits are not transferable from one vehicle to another. If a vehicle is replaced in service, the District will issue a replacement Annual Port Entry Permit decal upon presentation of the original Annual Port Entry Permit decal.

Annual Port Entry Permit decals must be affixed to the driver’s side windshield of the authorized vehicle and must be able to be clearly seen from the ground. When a vehicle is sold, traded, or destroyed, the decal must be removed from the vehicle.

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ITEM 450 – PORT ENTRY PERMIT – TRUCKS (CONTINUED)

5. PORT ENTRY PERMIT FEES

Annual Port Entry Permit	\$100.00 per truck per year
Annual Port Entry Permit – Port Lessees	\$ 75.00 per truck per year
Annual Port Entry Permit – ½ Year Rate	\$ 50.00 per truck
<i>(1/2 year rate begins on September 1 and lasts until the end of February)</i>	
Daily Port Entry Permit	\$ 3.00 per truck per day

6. OPERATION OF MOTOR VEHICLES ON PORT PROPERTY

Operation of all motor vehicles on Port property must comply with State and Federal transportation laws and Brownsville Navigation Ordinance No. 3.

Any person who enters the Port of Brownsville with the vehicle in any capacity must comply with the Port entry requirements in effect at the time of entry.

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.

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 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 Port Facilities. 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.

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 450 – PORT ENTRY PERMIT – TRUCKS (CONTINUED)

7. RESPONSIBILITY FOR PERSONAL INJURY, DEATH, OR LOSS AND DAMAGE TO PERSONAL PROPERTY

Except for personal injury, death or loss and damage to personal property caused by its own sole negligence, the District will not be responsible for personal injury, death or loss and damage to personal property of persons or entities that are granted permission to enter upon Port property as provided in this Item.

Persons who are granted permission to enter upon the District's property as provided in this Item agree to defend, indemnify and save harmless the Brownsville Navigation District of Cameron County, Texas, its Navigation and Canal Commissioners, employees, servants, agents and representatives from and against all losses, claims, demands and suits for losses and damages to property, death and personal injury, including court costs and attorneys' fees incident to or resulting from their activity or operation at any Port Facility or on the Waterways.

8. LIMITATIONS ON PERMIT - The issuance of a permit under this Item is subject to the limitations contained in Items 106 and 400 of this Tariff.

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ITEM 455 - LINE HANDLING PERMIT

1. **PERMIT REQUIRED** – Line handling for mooring, unmooring and shifting commercial vessels at Brownsville Navigation District facilities, except the Fishing Harbor and leased facilities, shall be performed by Line Handling companies who have received a permit issued by the District.
2. **LINE HANDLERS ARE INDEPENDENT CONTRACTORS** - Line Handlers are independent contractors, who will be hired by the vessel. The Line Handler's, the Line Handler's insurers assume all liability for the actions of the Line Handlers selected to moor and unmoor the vessel. The District assumes no liability for the actions of the line handlers.
3. **PERMIT APPLICATION** - Line Handlers desiring to do business at the Port of Brownsville must request a Line Handling Permit from the District. Applications for a Line Handling Permit may be obtained from the Brownsville Navigation District's Director of Administrative Services. Permits are good for the period of one year. The Harbormaster's Office will maintain a listing of line handlers who have an effective permit.
4. **LINE HANDLER INSURANCE**
 - A. As a condition to obtaining a permit and subsequent renewals thereof, each person, firm, corporation or other business entity, acting as a Line Handler in or on the public wharves, docks, terminals, or facilities of the District, shall keep in full force and effect liability insurance covering its operations in or on the public wharves, docks, terminals, or facilities of the District.
 - B. The insurance policy shall provide coverage for property and liability claims, both general liability and automobile liability, against the District due to damages caused by the actions of the Line Handler.
 - C. The limits of liability shall not be less than \$2,000,000.00 per occurrence or per claim and shall name the District as an additional insured, with the provision that such coverage will not extend to actions resulting from the Port's own sole negligence. Each person, firm, corporation or other business entity providing Line Handling services shall also carry workmen's compensation (including but not limited to USL&H).
 - D. All policies shall include a waiver of subrogation in favor of the District on all coverages. The policy or policies shall contain a clause that the insurer will not cancel or change the policy or policies without first giving the District sixty (60) days prior written notice.

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ITEM 455 - LINE HANDLING PERMIT (CONTINUED)

- E. Written proof of insurance as required herein, shall be furnished to the District annually in the form of a Certificate of Insurance, or at the sole discretion of the District, a true and certified copy of the insurance policy.
 - F. All such insurance shall be placed in a company or companies having a current Best's Rating of A-VII or better, or in companies acceptable to the District.
- 5. PERMIT FEE** - The annual fee for a Line Handling Permit is \$200.00.
- 6. LIMITATIONS ON PERMIT** - The issuance of a permit under this Item is subject to the limitations contained in Items 106 and 400 of this Tariff.