

CITY OF PORT LAVACA



1.20.2025

TARIFF CIRCULAR NO. 1-A

RATES, CHARGES, RULE & REGULATIONS
GOVERNING ACTIVITY AND USE OF THE

PORTS & HARBORS FACILITIES
UNDER THE JURISDICTION OF THE CITY OF PORT LAVACA

Approved by
City of Port Lavaca City Council
with advisement of the City of Port Lavaca Port Commission
202 N. Virginia St.
Port Lavaca, Texas 77979
Date: _____

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SECTION 1 – GENERAL INFORMATION, RULES & REGULATIONS

DESCRIPTION & JURISDICTION OF PORT COMMISSION

ITEM 1

Mariners are to consult appropriate authorities and information sources when determining constraints upon navigation in and around the Harbor of Refuge, Smith Harbor, Nautical Landings Marina, and City Harbor and not rely upon information contained herein for the purpose of safe navigation.

All properties now or subsequently owned by the City which are designated port, wharf and dock property or waters shall hereafter be placed under the supervision and control of the City Council. In order to provide a forum for the public regarding such properties, a Port Commission has been created by ordinance by Council, to consist of not less than five (5) nor more than seven (7) members. Said Commissioners shall be qualified voters of the City, shall be over twenty-five (25) years of age, shall not be members of the Council, and shall be appointed to serve without compensation for a period of two (2) years, by a majority vote of the Council. Commissioners may be removed by a majority vote of the Council with or without cause.

The Port Commission shall provide recommendations to the City Manager regarding said port, wharf and dock properties and waters, and is expressly empowered to:

- (a) Appoint its own Chair and Secretary and adopt its own rules and order of business. It shall keep minutes of its meetings and the minutes shall be open to public inspection. Its meetings shall be conducted in accordance with the Texas Open Meetings laws.
- (b) Provide recommendations regarding the extension and improvement of the physical properties to facilitate the most efficient operation of the port and for the best interest of the inhabitants of the City.
- (c) Make recommendations to the Council for ordinances to provide for the issuance of licenses and/or permits and to adopt such rules and regulations it deems necessary for the operation of the port, as well as for the use of port property, so long as the same are not inconsistent with the general laws and administrative rules relative thereto.
- (d) Review and provide recommendations to the Council on the budget for port operations each year at the regular budget time for the City.

- (1) AGENT: The party or entity responsible for a request for services or the Owner/Operator of a tow or its equipment upon water of the CITY OF PORT LAVACA.
- (2) BARGE: Any non-self-propelled vessel.
- (3) BARREL: 42 US gallons of fresh water.
- (4) BERTH: The water area at the edge of a wharf, including mooring facilities, used by a vessel while docked or otherwise secured.
- (5) CARGO: The measured product moved by any conveyance on or off the properties of the CITY OF PORT LAVACA PORTS & HARBORS for which charges will be assessed based on weight, volume or head count.
- (6) CARGO OWNER: The party or corporation, including shippers, agents, or their designees, that is/are responsible for the management of cargo handled at the Terminal.
- (7) CITY: The City of Port Lavaca; The City of Port Lavaca Ports & Harbors; 202 N. Virginia St. Port Lavaca, Texas 77979
- (8) CONTRACTOR: A third party entity engaged by the Port to provide specific services on an exclusive basis to tenants or users of Port facilities or assets which require specified Port operating services as permitted under individually issued Operating or Usage Permits.
- (9) DAY: A period of 24 consecutive hours or fractional part thereof.
- (10) DEMURRAGE: See Storage
- (11) DOCK: Shall mean all docks, floats, slips, wharves, ramps, piers, bulkheads, dolphins, and sea walls owned or operated by the CITY OF PORT LAVACA.
- (12) DOCKAGE: The charge assessed against a vessel for berthing at a wharf, pier, bulkhead or for mooring to a vessel so berthed.
- (13) FACILITIES: Any wharf, dock, berth, fleet, shed, warehouse, improved-open area, rail track, pipeline, road, equipment, material handling machinery, appliance, land or any structure of any kind within the jurisdiction of the CITY OF PORT LAVACA and is either owned or leased by the CITY OF PORT LAVACA.
- (14) FLEET: The areas determined by CITY to be used for lay berth or services to vessels not engaged in cargo operation.
- (15) FREE TIME: The specified period during which cargo may occupy space assigned to it on CITY OF PORT LAVACA property free of wharf demurrage or terminal storage immediately prior to it loading or subsequent to the discharge of such cargo on or off the vessel.
- (16) FREIGHT HANDLER: Shall mean any management company or entity engaged in the management of the handling of cargo on behalf of a rail carrier at the Port's rail facilities.
- (17) HANDLING: The specific service of physically moving cargo between points of rest and any place on the properties of the CITY.
- (18) HARBOR MASTER: An employee of the CITY who reports to the City Manager and supervises the operations in the ports and harbors of the CITY and administers its rules.

- (19) **HAZARDOUS MATERIALS:** Shall mean any liquid or solid material as defined under 49 CFR Parts 171-179, or as designated by the US EPA and/or the Texas Commission on Environmental Quality as hazardous waste, including waste oils, solvents and other substances requiring special protections, handling, and disposal.
- (20) **LOADING & UNLOADING:** The service of loading or unloading cargo between any place on the facilities and rail cars, barges, lighters or trucks or any other conveyance to or from the facilities.
- (21) **MANIFEST:** Shall mean any formal list of cargo loaded onto or discharged from, or persons arriving on or embarking on, a vessel, including crew.
- (22) **OVERALL:** Shall mean the greatest distance between two points either above or below the water.
- (23) **PERSON:** Vessels, agents, owners, masters, and operators, including but not limited to, natural persons, artificial persons, corporations, partnerships, organizations, and associations, and to sovereigns, governments, nations, states, municipalities and agents and/or their instruments thereof.
- (24) **PORT:** The Ports and Harbors of the City of Port Lavaca, Texas, including all wharves, docks, berths, fleets, sheds, warehouses, improved-upon areas, rail tracks, pipelines, roads, equipment, material handling machinery, appliances, land, or any structure of any kind within the jurisdiction of the City Council and either owned or leased by the City of Port Lavaca.
- (25) **PORT COMMISSION:** A board consisting of not less than five (5) nor more than seven (7) members appointed by the City of Port Lavaca City Council with powers and duties as set out in the City of Port Lavaca Home Rule Charter.
- (26) **POINT OF REST:** The area of any facility of CITY OF PORT LAVACA which is assigned for the receipt of inbound cargo and for the delivery of outbound cargo to or from vessels, consignees, shippers or other transportation conveyance.
- (27) **STEVEDORE:** Shall mean any management company or entity engaged in the management of the handling of cargo and/or passengers, on behalf of the vessel operator, at marine facilities.
- (28) **STORAGE:** A service provided for the use of facilities for inbound or outbound cargo, from any conveyance, after the expiration of free time.
- (29) **TARIFF:** The rates, charges, rules and regulations governing activity, services and use of the facilities of the CITY as set forth in this agreement and any amendments thereto.
- (30) **TENANT:** Any party that leases property for exclusive or non-exclusive use at a marine facility.
- (31) **TON:** A unit of weight of 2,000 pounds; Short ton.
- (32) **TRANSLOAD:** The service of transfer of cargo between rail car, vessel or other transport conveyance without an intermediate point of rest.
- (33) **USAGE:** The use of CITY facilities by any rail carrier, lighter, operator, trucker, shipper, consignee, their agents, servants and/or employees when they perform their own Handling, Loading or Unloading; or the use of any facilities for any gainful purpose for which a charge is not otherwise specified.
- (34) **USER:** Any rail carrier, lighter, operator, trucker, tenant, shipper or consignee using the facilities of the CITY.

- (35) VESSEL: Includes within its meaning every description of watercraft 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.
- (36) WHARFAGE: Wharfage is the charge assessed against freight passing or conveyed over, onto or under wharves or between vessels or overside vessels when berthed at wharf or moored in slip adjacent to wharf; it is solely the charge for use of wharf and does not include charge for any other service.
- (37) WHARF: Any wharf, pier, landing, quay or other stationary structure to which may be utilized in the transit or handling of cargo or passengers and shall include other Port facility areas along side of which vessels may lie or which are suitable for and are used in the loading, unloading, distribution, assembling or handling of cargo.
- (38) WHARF DEMURRAGE: The charge assessed against cargo remaining in or on facilities of the CITY after the expiration of free time unless alternative arrangements have been made for storage.

APPLICATION OF TARIFF

ITEM 10

The rates, rules and regulations published in this Tariff apply equally to all cargo, users of the waterway, tenants and facilities of the CITY. The use of CITY facilities, to include the waterways under CITY jurisdiction, constitutes an acceptance by the User of all charges, rules and regulations published. The User agrees to pay all charges and be governed by all rules contained herein.

Amendments may be issued to address needed changes or revisions to the Tariff. The Tariff is subject to change by majority vote of the City Council. The CITY reserves the right to determine the charge or interpret the Tariff should it not specifically address the issues at hand, so long as it is applied equally to similarly situated users.

LIMITATION OF LIABILITY

ITEM 15

Except for liability under Texas law, if any, for damage caused by its negligence, CITY shall not be liable for any loss or damage to any cargo handled over or through its facilities, nor shall it be liable for any delay, loss or damage resulting from strikes, tumult, channel blockages or acts of God.

The CITY is not a common carrier and does not accept care, custody or control of any cargo or other property while on its wharves, docks, buildings or other facilities managed or controlled by CITY.

The CITY has jurisdiction over all properties whatsoever within the PORT and shall make and enforce such rules and regulations as may be necessary to promote and facilitate traffic, business and to secure safety and equal convenience to all authorized users thereof.

Persons entering Facilities shall do so at their own risk.

In the case of occurrence of unusual circumstances, without any fault of CITY, including without limitation, damage or destruction to premises, including vessels or cargo, by fire, flood, civil disturbance, earthquake, tidal wave, wind, explosion, public enemies, war, Acts of God, marine casualty, Government action, labor actions, or similar circumstance, CITY shall not be held liable for any impacts on users, vessels, persons, or cargo.

No provision contained in this Tariff shall limit or relieve CITY from liability for its own negligence, nor require any authorized user to indemnify or hold harmless CITY OF PORT LAVACA from liability for its own negligence. No provision contained in this Tariff shall be interpreted in any manner as a waiver of any rights or protections against suit and/or liability, including, without limitation, any sovereign immunity protection which Landlord may possess or enjoy, now or in the future, by virtue of its status and existence as a governmental entity in the State of Texas.

CITY OF PORT LAVACA HELD HARMLESS **ITEM 20**

All Users agree to indemnify and save harmless CITY from and against all losses, claims, demands and suits for damages, including death and personal injury, and including court costs and attorney fees, incident to or resulting from their operations on the property of CITY and the use of its facilities.

DAMAGE TO CITY OF PORT LAVACA PROPERTY **ITEM 25**

All vessels, owners, agents, tenants and users of CITY facilities shall be responsible for all damage to property and facilities of the CITY resulting from their use. Any such damage shall be repaired and billed against the user responsible, whether or not such damage is caused by negligence or use by operation and/or conduct of third parties participating with them or on their behalf. The expense of replacement or repair will be billed against the responsible party for such damages at cost plus 20%.

In the event any damage is done to property and facilities of CITY, the person or persons responsible for said damage, or in any way involved, shall give a full report to the HARBOR MASTER giving date and hour said damage occurred, names and addresses or description of the witnesses or other persons, vessels, vehicles or instrumentalities involved, as well as any other pertinent facts and information which may be available. The person, persons, or entity causing the damage will be held responsible for reimbursing CITY for the cost of repairing said damage, including the cost of any emergency actions required to be taken by CITY, the U.S. Coast Guard, and/or other emergency services to limit the scope of such damage.

For facilities utilized under exclusive or preferential agreements, damage and repair requirements may, as agreed by CITY, be conducted annually through joint survey and subsequent determination of user responsibility.

HOLIDAYS **ITEM 30**

The CITY observes the following holidays: If any holiday falls on a Saturday, the preceding Friday will be the day of observance. If any holiday falls on a Sunday, the following Monday will be the day of observance.

New Year Day....	January 1
President's Day ...	3 rd Monday in February
Good Friday....	The Friday preceding Easter
Memorial Day....	May 30
Independence Day...	July 4
Labor Day....	1st Monday in September
Veterans Day ...	November 11
Thanksgiving Day....	4th Thursday in November
Thanksgiving Friday	4th Friday in November
Christmas Eve....	December 24
Christmas Day....	December 25

SIGNS**ITEM 35**

Erection or painting of signs on CITY property or structures is prohibited. Signs may be erected only upon written consent of the PORT COMMISSION subsequent submittal of design, dimension, proposed location, materials of construction, fastenings and method of erection. CITY reserves the right to make modifications to the foregoing submittal and to remove any erected sign for lack of maintenance subsequent a written notice and 30-day cure period. Should CITY removal be required, removal will be at cost plus 20%.DE

DEMURRAGE OR DETENTION**ITEM 40**

Except when caused by its own negligence, CITY will not be responsible for any demurrage or detention on railcars, vessels or trucks.

HARBOR MODIFICATIONS**ITEM 45**

CITY maintains sole jurisdiction over the waterway, lying within the City Limits of the City of Port Lavaca, Texas, and any modifications or structures within it. No piles shall be driven nor shall any platform be erected without written permission from the CITY. Furthermore, no modifications or alterations to the bank or waterway are permitted without obtaining written authorization; this includes any of the following: filling in, construction, repair, dredging, removal or demolition of any kind made to the waterfront or channel.

INSURANCE**ITEM 50**

The charges provided herein do not include any expense for insurance covering owner's interest in the property, nor will insurance be affected by CITY under its policies.

Vessels, their owners, agents and masters, and all other users of the facilities shall be required to grant access to manifests of cargo, railroad documents and all other documents for the purpose of audit for ascertaining the correctness of reports filed; or securing necessary data to facilitate the correct estimate of charges.

PAYMENT OF INVOICES AND CHARGES**ITEM 60**

All wharfage and dock usage charges incurred by a shipper in the loading and unloading of commodities at the PORT are due and payable to CITY within **ten (10) days after the end of the calendar month** in which such wharfage or dock usage charges were incurred. All bills for charges other than for wharfage or for the use of CITY's facilities are due upon presentation. Failure to pay any charges incurred by a shipper when due shall place the name of the vessel, its owners and agents, and the shipper upon a delinquent list at which time the use of the PORT will be denied. Any charges remaining unpaid 30 days past the date on which they are due shall be subject to an interest charge of 10% per month. Prompt written response is required for any charges in dispute or else interest charges will apply. Accounts referred to an attorney or an agency for collection are subject to a surcharge and additional court and collection costs.

Presentation of bills to owners and agents of vessels or to stevedores is done as a matter of accommodation and convenience and shall not constitute a waiver of the lien for charges furnished the vessel for which maritime law provides a lien.

CITY reserves the right to estimate and collect in advance all charges which may accrue against vessels, their owners and agents, or against cargo loaded or discharged by such vessels or from other users of the facilities of CITY whose credit has not been properly established or does not remain in good standing with CITY. Use of facilities may be denied until such advance payment or deposits are made.

CITY reserves the right to apply any payment received against the oldest bills rendered against vessels, their owners and agents, or other users of facilities.

Vessels, their owners and agents, by the loading of cargo from wharves or the discharging of cargo thereon, agree to pay all penalty charges then accrued or which may accrue on such cargo, as well as any charges which may accrue from the removal of such cargo to another part of the wharves for storage elsewhere. These charges shall be assessed against the vessels, their owners and agents responsible for the cargo and making use of a berth as permitted by CITY.

Vessels, their owners and agents shall make collection of penalty charges before releasing merchandise. The amount of accrued penalty charges may be obtained from CITY.

CITY reserves the right to detain a vessel; establish a maritime lien upon the vessel, its cargo, and freights; or arrest a vessel for all unpaid charges due.

FIRE PROTECTION

ITEM 65

Smoking and the use of open lights or fires in or around facilities of the CITY or on any vessel or rail car within the jurisdiction of the CITY is strictly prohibited.

Handling of explosives is strictly prohibited without the prior written consent of CITY.

The rules and regulations of the 2021 International Fire Code (IFC), including all future amendments, revisions, restatements, and updates thereto, shall also apply to all facilities under the jurisdiction of the City of Port Lavaca Fire Department (AHJ – Authority having Jurisdiction), and all users shall comply with applicable requirements of the IFC. The National Fire Protection Association (NFPA) 307 “Standard for the Construction and Fire Protection of Marine Terminals, Piers, and Wharves,” NFPA 303 “This standard provides requirements to protect lives and property from electrical hazards at marinas and related facilities, including boatyards, yacht clubs, boat condominiums, and docking facilities.” And NFPA 30 “Flammable and Combustible Liquids Code” including all future amendments, revisions, restatements, and updates thereto, shall also apply to all facilities within the jurisdiction of the AHJ and all users shall comply with the requirements for these standards. The AHJ is authorized to interpret and enforce applicable provisions of the IFC, the NFPA, and the AHJ’s fire regulations.

The storage, keeping or use of an reportable quantities of acid, gasoline, distillates or other liquid petroleum products, except lubrication oil, on properties of the CITY is strictly prohibited, unless written authorization has been given by the CITY, including tenant complying with any requirements of the CITY regarding the material, its use or security.

No person may obstruct or interfere with free and easy access in case of fire to any properties or facilities within the jurisdiction of CITY. No person shall remove or in any manner disturb any fire extinguisher, fire hose, hydrant or any other fire-fighting appliance installed or placed in or upon the PORT facilities.

IMPLIED CONTRACT

ITEM 80

Entry upon the PORT by a person or vessel - whether by land, water, or otherwise shall constitute an agreement by such person or vessel to comply with this tariff, any supplemental rules and regulations, and all applicable local, state, and federal regulations.

SECTION 2 – REGULATIONS GOVERNING USE OF WATERWAY

BERTH & FLEET ASSIGNMENTS

ITEM 200

Wharf and dock assignments may be governed by tenant agreements granting preferential use or non-exclusive use. Any preferential use shall be monitored and controlled by the tenant. Preferential use will not exclude the CITY to make berth assignment when it deems the facility is underutilized and such assignment will not negatively impact the tenant's operation.

All non-exclusive use wharves and docks are multi-user facilities. Certain interests may have a preferential berth at a facility that allows them to conduct operations upon arrival. Any wharf or dock not so contractually designated is usually assigned by the HARBOR MASTER on a first come first served basis subject to the terms, conditions and charges contained herein. Should any conflict or interpretation be required, the HARBOR MASTER will determine the order of assignment.

To expedite the handling of vessels and to avoid congestion, the HARBOR MASTER may order vessels already in berth to work continuously at their expense. A vessel refusing to work may be ordered to vacate the berth. Once ordered to vacate and notice being given to the master or person in charge, should they fail to comply with the instruction, the owner of the vessel shall be liable for all damage which may arise.

Additionally, the HARBOR MASTER may, at their discretion, order a vessel to move, to such a place as directed, when:

1. It is necessary for the proper operation of the facility;
2. There is an emergency;
3. Terminal congestion may be ameliorated by such a move;
4. A vessel is offensive or hazardous;
5. A vessel contains hazardous cargo or cargo that is labile to damage other vessels, cargo, or Port facilities; and/or
6. The vessel's berthing is in conflict with another vessel who had previous arrangements.

HARBOR & SAFETY REQUIREMENTS

ITEM 205

The CITY monitors the safety performance of vessel operation upon the waterways within its jurisdiction. All users are responsible for compliance of their vessels to rules which are established to protect people, assets and the environment of the CITY, tenants, property owners and other vessels.

- (1) **SPEED:** As stipulated by the US Coast Guard in CFR Title 33, Part 162.75 "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."

The maximum speed for all vessels shall be in accordance with CFR Title 33, Parts 83.06 and 164.11. Notwithstanding, vessels shall operate at slow bell or slower entering, while present in, and upon exiting the turning basin, and shall not exceed three miles per hour while passing any wharf, dock, bridge abutment or moored vessel.

- (2) **AUTOMATIC IDENTIFICATION SYSTEM (AIS):** Vessels equipped with AIS, as required by CFR Title 33, Part 164.46, must have the system active while in the jurisdiction of the CITY, unless the CITY is notified otherwise in advance.
- (3) **MOORINGS:** All vessels, when not underway, shall at all times be properly made fast

using good and sufficient moorings considering the practice of good seamanship, cargo operation and weather considerations present and contemplated.

- (4) FIRE ALARM: In the event of a fire on board any vessel not underway, such vessel may sound five prolonged blasts of the whistle or siren as an alarm indicating fire on board or at a dock to which it is moored. Such signal may be repeated to attract attention. The signal is not a substitute for, but may be used in addition to, other means of reporting the fire.
- (5) ACCIDENT & COLLISION REPORTING: Any fire, accident, pollution or other casualty of any kind whatsoever, occurring within the jurisdiction of the CITY must be reported to the HARBOR MASTER. Reporting requirements include incidents of groundings or striking of stationary objects. Reports are to be made in writing by electronic, facsimile transmission or other written form at the earliest opportunity and not more than twenty-four hours after the incident.
- (6) POLLUTION, OIL & REFUSE: All vessel owners, agent and operators shall comply with all federal, state or local regulations pertaining to placing or discharging into CITY waters any sewage, garbage, fuels, contaminants or refuse of any kind covered by such laws. Vessels discharging oil from bilge or tanks into CITY waters will be reported to the US Coast Guard and other appropriate authority for prosecution under appropriate federal and state laws or regulations.

Throwing of any rubbish or contaminant into CITY waters is strictly prohibited. Rubbish, garbage, dunnage or other general waste material shall be disposed of only in containers designated for this use and supplied by the vessel owner, agent or operator. Placing of any hazardous material or pollutant into such containers is prohibited. Vessels shall retain aboard any rubbish which cannot be properly placed in designated containers.

- (7) RULES OF THE ROAD: All vessels shall comply with the applicable "Rules of the Road" and nothing herein is intended to supersede the regulations pertaining to safe navigation.
- (8) BUNKERING OF VESSELS: Bunkering of vessels by tank truck will be permitted at any open dry cargo dock which has been designated to permit such activity. No bunkering shall take place while cargo operations are being performed simultaneously at the same berth. All preventive actions, including a contingent spill plan, for a safe and efficient fueling operation must be established between the delivery carrier and vessel before any transfer commences.
- (9) VESSEL REPAIRS: No vessel repairs will be made to vessels involving, welding, burning or other fire risk activity without the issuing of an appropriate hot work permit issued by **A CERTIFIED MARINE CHEMIST** and advisement to the HARBOR MASTER. Vessel repairs will be permitted at CITY open berths under the condition that the vessel will not be inoperable during any cargo operation and can be underway upon one-hour notice at all other times. The use of any dockside equipment, machinery or idle periods impacting the one-hour notice period requires notification and authorization from the HARBOR MASTER.

- (10) REMOVAL OF SUNKEN VESSELS: It shall be the responsibility of the vessel owner to salvage and/or adequately remove any vessel which may sink in the CITY's jurisdiction. Should a vessel sink while moored or working at facilities owned by CITY but under an exclusive use agreement to a second party, the second party shall be responsible for its salvage and/or adequate removal in the event the owner fails to act. Vessel owner shall salvage and/or remove said vessel within 48 hours after CITY requests same. If, in the discretion of the CITY, the vessel constitutes a hazard to navigation or impedes operation of PORT, arrangements may be permitted for its immediate removal by the CITY at vessel owner's risk and expense. Should the sinking impede operations or the responsible party fail to act, additional penalties of up to \$1,000 per Day may be assessed.
- (11) LICENSING AND VESSEL REQUIREMENTS - SHIFT VESSELS OPERATING IN BASIN: All vessels in operation in all waterways within the CITY's jurisdiction must meet all local, state, and federal requirements. All towboats operating in all waterways within the CITY's jurisdiction must be operated at all times by a U.S. Coast Guard licensed Captain with a valid **MASTER OR MATE OF TOWING VESSELS license**; must meet American Waterways Operators Responsible Carriers Program requirements in all respects; must meet U.S. Coast Guard Subchapter M Inspection Requirements, as applied to inland towing vessels; and must meet the following additional standards -
- Minimum 600 horsepower,
 - Twin screws,
 - AIS equipped,
 - Radar equipped, and
 - Adequate eye level to see over empty barges.
- (12) TONNAGE REPORTING REQUIREMENTS: All Users in the PORT must comply with all reporting requirements of local, state, and federal agencies in addition to those laid out in this tariff. Such reporting must be submitted in accordance with the requirements of the relevant agencies. In addition, tonnage movements must be reported to CITY concurrently with any cognizant local, state, and/or federal agencies. Tonnage movements must be reported to CITY in the manner laid out in **"Exhibit D — Tonnage Reporting" attached to this Tariff**.
- (13) PENALTIES FOR INFRACTIONS: Any User in violation of any provision of this Section will be subject to a penalty of \$250 per infraction in addition to any other fees, penalties, or other consequences to which the User may be subject.

FLEETING/MOORING

ITEM 215

The CITY seeks to promote orderly and safe navigation of all waterways within its jurisdiction. For the safety of all users, the CITY may provide fleeting/mooring areas for the orderly safe mooring of vessels awaiting cargo operation or idled in the waterway, subject to the coordination with and approval of the Harbor Master. **Designated fleeting/mooring spaces do not in all cases include public access to the adjacent land. The Harbor Master must be notified in advance of any vessels intending to fleet/moor within the jurisdiction of the CITY. Any unauthorized fleeting or**

mooring shall result in a fine of not less than \$500 per day. The CITY does not operate as a fleet service and all risk of use rests with the owner/operator. No barges containing hazardous materials are to be fleeted and left unattended. Fleeting is available to vessels at a rate of

- \$175.00 per day for Regulation Barges
- \$250.00 per day for Over-sized Barges (exceeding 35 ft x 200 ft.)
- \$250.00 per day for all other fleeted vessels, equipment or materials

DOCKAGE

ITEM 220

Dockage for all self-propelled and non-self-propelled vessels shall be based on Length Overall (LOA) in feet per Day as follows:

74 ft. or less, per day	\$75.00
75 ft to 100 ft, per day	\$125.00
101 ft. to 200 ft. per day	\$200.00
201 ft or greater	\$250.00

BUNKER FEE, TANK TRUCK TO VESSEL

ITEM 230

Bunkers may be delivered by tank truck with prior notification to the HARBOR MASTER. A charge of \$50.00 per truck is assessed against the vessel for transfer of fuel at CITY PORT facilities. All such operations must comply fully with the regulations of the United States Coast Guard (USGS) and all other applicable local, state and federal rules and regulations.

MANIFESTS REQUIRED OF VESSELS

ITEM 235

Vessel Operators, shippers, operators, or their agents, utilizing facilities within the jurisdiction of the CITY, are required to furnish the HARBOR MASTER with complete copies of vessel manifests showing names of consignees or consignors and the weights or measurements of all freight loaded or discharged at the PORT. Such manifests must be certified as correct by an authorized official of the company and must also designate the basis of weight or measurement on which freight was assessed. In lieu of manifests, freight bills containing all information as required above may be accepted at the discretion of the HARBOR MASTER.

Manifests shall be submitted to the HARBOR MASTER within seven (7) days of the arrival or within seven (7) days of the departure of any vessel.

Failure to submit the manifest within the time specified shall constitute cause for suspension of vessel privileges until such failure is remedied.

SECTION 3 – REGULATIONS GOVERNING FACILITIES & CARGO

HANDLING HAZARDOUS MATERIALS

ITEM 310

Materials classified as hazardous by the USCG or OT will be accepted by the CITY for handling in waterborne commerce only if such materials and the way they are handled conforms with all rules and regulations promulgated by those agencies. Conformance is required to such further OSHA, federal, state and local regulations, as well as all provisions of this tariff, any prevailing Port rules and regulations, and any permit(s) issued to the User handling the hazardous materials.

Notice shall be given to the HARBOR MASTER of any vessel, truck, rail, vehicle, or any other conveyance carrying cargo which is hazardous, extremely flammable, corrosive, explosive, or otherwise possesses a significant risk of harm to property or persons at least seventy-two (72) hours prior to landing or use of facilities or equipment at the Port. All hazardous cargo must be properly labeled in accordance with Federal HAZMAT and International HAZCOM requirements. Failure to have proper labeling will result in cargo being refused entry into the Terminal.

The CITY may refuse the use of its facilities for the handling of hazardous and dangerous materials if, in the CITY's opinion, handling the hazardous materials constitutes an undue risk to the Port, Users, Tenants, and/or the citizens within the City of Port Lavaca.

TRANSSHIPMENT OF CARGO

ITEM 340

Cargo, which is discharged from a vessel and intended for transshipment will be assessed wharfage on the outward movement if reloaded within seven (7) days of initial placement. If cargo remains beyond the seventh day, the inward and outward wharfage will be assessed, as well as any other applicable charges set forth in this Tariff.

SECTION 4 – WHARFAGE CHARGES

WHARFAGE CHARGES BY COMMODITY

ITEM 400

All wharfage charges are in U.S. Dollars (USD) per Ton (2,000 pounds) unless otherwise noted.

- Crude petroleum, condensate, and other Liquid hydrocarbons, PER BARREL \$0.125
- Bulk product liquid or dry, PER TON \$0.79
- Oysters, PER SACK \$##.##

Westside CC = 50 cents/sack for oysters and \$0.15/lb for other seafood commodities

SECTION 5 – FEES

GENERAL

ITEM 500

Potable Water: Refer to Appendix A -Chapter 50 Utilities of the City of Port Lavaca Code of Ordinances.

HARBOR OF REFUGE

ITEM 510

Dedicated Dockage space provided with a ground lease	\$4.00/LF
Rail Spur Maintenance Fee	\$1,000/MO

NAUTICAL LANDINGS MARINA

ITEM 520

Dockage/Stall Rentals	\$6.30/LF/MO
110v 30-amp Connection	\$52.50/MO
220v 50-amp Connection	\$105.00/MO
Transient Rate <35 ft LOA	\$15.75/DAY
Transient Rate >35 ft	\$21.00/DAY
Water and Trash is included in all Dockage/stall rentals	

SMITH HARBOR AND CITY HARBOR

ITEM 530

Commercial Vessel Dockage Monthly rate (available only for leases of one year or greater unless otherwise approved by City Council)

First 25 ft. of LOA	\$175.00/MO
Each additional foot of LOA > 25 ft.	\$ 5.00/MO

For future consideration once rail is restored

RAIL OPERATIONS AND TRANSLOADING

ITEM 330

The CITY maintains rail track for the use of tenants and customers. The Port is served by the UPRR. Use of the CITY track is governed by the granting of a Rail Usage Permit that outlines the manner and conditions under which rail switching will be provided. CITY reserves the right to coordinate use based on utilization and preference deemed in the best interest of the PORT and its Users.

All rail charges are for the account of the User. Transloading taking place on port facilities not under lease are subject to prior approval by the HARBOR MASTER and the User will be assessed a \$35.00 per car transload fee in addition to any other charge herein.

The following free time and rail storage rates will apply:

	<i>Free Time</i>	<i>Charge After Free Time Expires</i>
<i>Manifest Cars</i>	<i>3 days</i>	<i>\$20 per car per day</i>
<i>Unit Trains</i>	<i>10 days</i>	<i>\$5 per car per day</i>

Free Time and Rail Storage shall be calculated based on when railcars are brought to a point of rest at the port (arrival) to when railcars are removed from the Port (departure).