

Willacy County Navigation District Tariff  
Port Mansfield, Texas

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June 11, 2012

Effective  
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Fee Rates Amended  
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Fee Rates Amended  
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Updated, Reviewed and Approved  
January 15, 2020

This tariff refers to the Willacy County Navigation District (WCND) and refers to it using the terms "District", "Navigation District", "Port Mansfield Authority", "Port Mansfield" and "Port" interchangeably.

*The fees and charges prescribed in this tariff do not pertain to those commercially operated recreational vehicles operating under an OUPV Limited License, and commercial Bay Bait and Fin Fish licensed vessels.*

## **Section 1: Rules**

### *Definitions:*

*Cargo* - refers to merchandise or goods being transported to, from or in the jurisdiction of the Willacy County Navigation District and involving use of Willacy County Navigation District facilities and docks.

Commercial Service – includes any type of trade or business involving the transportation of goods or individuals, except service performed by a combatant vessel. (46 CFR 2101 (4))

Dunnage – any material such as blocks, boards, paper, burlap, etc. necessary for the protection of cargo.

*Loading/Unloading* - refers the service of loading or unloading cargo between any place on the terminal and railroad cars, trucks, barges or any other means of land conveyance to or from the terminal facility.

Passenger – means an individual carried on the vessel except: (i) the owner or an individual representing the owner or, in the case of a vessel under charter, an individual charterer or individual representing the charterer; (ii) the master or; (iii) a member of the crew engaged in the business of the vessel who has not contributed consideration for carriage and who is paid for on board services. (46 CFR 2101 (29)(A))

Passenger for Hire – means a passenger for whom consideration is contributed as a condition of carriage on the vessel, whether directly or indirectly flowing to the owner, charterer, operator, agent, or any other person having an interest in the vessel. (46 CFR 2101 (30))

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.

Wharfage - refers to 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.

*Jurisdiction:*

The corporate boundaries of the Willacy County Navigation District include lands adjacent or accessible to the following navigable waters:

The Harbor of Port Mansfield, the entire Port Mansfield Channel from the harbor to the western shoreline of Padre Island, the shoreline of the Laguna Madre and adjacent submerged lands some 1,603.29 yards north of the harbor, and the shoreline of the Laguna Madre and adjacent submerged lands some 4,089.42 yards south of the harbor.

*Authority:* Acts 1953, 53'd Leg., Ch. 404, Sec. 1 (HB 915); Patent from the State of Texas to Willacy County Navigation District, Dec. 28, 1956 (San Pat. Scrip 3682, Vol 26-B, No. 414, in the records of the Texas General Land Office)

The use of the waterways and facilities under jurisdiction of the District shall constitute a consent to the terms and conditions of this Tariff and evidences an agreement on the part of all vessels, their owners and agents, and other users of such waterways and facilities, hereinafter called User, to pay all charges specified and be governed by all rules and regulations herein contained.

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; such denial may continue until user's accounts are fully paid and credit has

been re-established with the District.

*Limitation to Right of Access to Port Property*

Any person who enters the Willacy County Navigation District in any capacity must comply with Port entry requirements and security measures In effect at the time of entry. The District retains the right to deny entry to any person at any time.

All vehicles entering upon District property are subject to search at any time. 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 Willacy County Navigation District, designated District representatives, including Port Mansfield security and police personnel, may order such vehicles out of the area or off the District's property. In such event, any towing and storage will be the responsibility of the owner of the vehicle.

*Available Transportation:*

Air transportation is available to the Willacy County Navigation District through an unmanned, lit, 3,200 foot runway, Additional freight and passenger capacity is available through Valley International Airport in Harlingen.

Information regarding truck lines, air freight handlers, and barge operators may be procured at the Willacy County Navigation District Administrative facilities.

The Willacy County Navigation District does not provide loading and/or unloading services, such services are available through private operators.

*Utilities:*

*Utilities:*

Electricity may be provided by the Navigation District except operations conducted through a leased property. Fresh water, sewage service, and garbage service may be provided by the Port Mansfield Public Utility District.

| Utility | Rates |
|---------|-------|
|---------|-------|

|                                 |                    |
|---------------------------------|--------------------|
| Connection Fee Standard Time    | \$40.00            |
| Disconnection Fee Standard Time | \$40.00            |
| Connection Fee Over Time        | \$50.00            |
| Disconnection Fee Over Time     | \$50.00            |
| Standard Time 0800-1700 M-F     | Excluding Holidays |

*Outside open storage:*

The Willacy County Navigation District has unimproved open and paved areas that may be leased for storage; or storage may be furnished by tenants.

*Bunkering*

Bunkering services may be available from the Willacy County Navigation District. Arrangement for bunkering may be made by contacting the Navigation District Office at 956-944-2325.

*Interpretation of Tariff*

The Port Commissioners of the Willacy County Navigation District reserve the right to interpret this tariff or any supplement thereto as it may be applied to any user of the Port's facilities. As used in this tariff, the term "User of Port Facilities" (whether in the singular or plural) means and includes shippers, carriers, cargo handling, tenants or the employees, agents, invitees, Joint ventures, contractors or subcontractors of such parties. All services named herein shall be consistent with the definitions set forth in Subsection (d) of 46 CFR 515.6.

*Port Harbor Fee*

A Seventy Dollar (\$70.00) per vessel charge will be assessed on all waterborne cargo transported through the facilities of the Willacy County Navigation District, as such facilities are defined by Texas Statutes and other applicable laws. This charge is In addition to all other charges, including applicable wharfage charges, and is billed separately from and In addition to charges made by any terminal operator, for the purposes of this item, the term "vessel" shall include each barge or other vessel, but shall not include any towing vessel.

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

*Port Wharfage Fees:*

Wharfage charges according to this tariff will be assessed on all cargo transported through the facilities of the Willacy County Navigation District as such facilities are defined by Texas Statutes and other applicable laws.

*Use of Port Facilities:*

Users of Willacy County Navigation District facilities agree to indemnify and hold the Willacy County Navigation District harmless from and against all losses, claims, demands, and liabilities, including court costs and attorney's fee incurred as a result of the use of such facilities, except for any such loss occasioned by the Navigation District's own negligence. By the use of the Willacy County Navigation District facilities, any such user agrees to conform to and comply with any and all other laws, rules, ordinances, or statutes which may be In effect and which may In any manner govern the use of such facilities, and such laws, rules, ordinances or statutes shall also be applicable in addition to the rules and regulations set forth herein.

No provisions in this tariff shall limit or relieve the Willacy County Navigation District from liability for its own negligence, nor require any persons, vessels or lessees to Indemnify or hold harmless the Port from liability for its; own negligence.

**Section 2: Rates, Rules, and Regulations**

*Responsibility for Damage:*

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.

The District assumes no responsibility for the cost, 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.

Users of Willacy County Navigation District facilities shall be responsible for all damage to Port property caused by them or their invitees or independent contractors, and such damage shall be repaired and billed against the user at cost plus 20%.

*Speed Limits:*

Speed regulations In the Port are as prescribed by the United States Corps of Engineers in Title 33, Code of Federal Regulations, Section 207.180 (e) (4), and adopted by the Willacy County Navigation District.

Regulation 33 CFR 207.180 (e) (4) states:

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

*Parking:*

No vehicle or freight handling equipment shall be parked or otherwise left unattended on the docks or within the Willacy County Navigation District unless in an area designated for such parking. Vehicles and/or machines left in unauthorized areas may be towed away and impounded by the Navigation District, and such vehicles shall be reclaimed only upon payment of a towing fee and compliance with the regulations of Texas Parks and Wildlife and ordinances of the Willacy County Navigation District.

*Waste Disposal:*

It is strictly prohibited to deposit, place or discharge into the waters under the jurisdiction of the Willacy County Navigation District any matter which is capable of polluting, defiling or clogging those waters or which would be in violation of local, state and/or federal laws.

It is prohibited to allow uncontrolled emissions into the atmosphere from a vessel, building or other appurtenance in areas within the jurisdiction of the

Willacy County Navigation District which would violate local, state and/or federal laws.

*Cleaning and Pumping of Vessels:*

When in the judgement of the authorized representative of the Navigation District, it is necessary to place a pump on a vessel for the safety of the vessel, its cargo or the berth it occupies, any charges will be borne by the owner of such vessel, its agent or the party responsible for the vessel being moored at the ports facilities.

*Security Surcharge- Dockage:*

A security surcharge shall be assessed against and collect from all vessels and barges utilizing services at Port Mansfield. The security surcharge will be assessed as a percentage of the total dockage charged. The security surcharge will be assessed in addition to all other port fees which may be due under this tariff as follows: Vessels and barges six percent (6%) of the total dockage assessed per port call.

*Freight Booking:*

Handling and/or storage of all freight Is subject to advance booking. Barges will normally be handled in order of arrival at the terminal. The Willacy County Navigation District reserves the right to schedule handling of all cargoes.

*Demurrage:*

Barge demurrage will be for the account of the user.

*Open Storage Free Time:*

All cargo shall have 30 days free time on designated open docks and unimproved ground storage.



*Charges Beyond Free Time:*

All cargo will be assessed fifteen cents (\$0.15) per net ton after expiration of free time, and ten cents (\$0.10) per ten-day period or any part thereof after expiration of free time when on the property of the Willacy County Navigation District.

*Free time, Non-Port:*

Free time will not be allowed on cargo that is not transported to or from the Port via waterborne vessel.

*Switching Demurrage:*

Harbor and wharfage fees do not include cost of switching, demurrage or mooring charges on vessels or transfer fees for rail cars or trucks.

*Rates, Net Tons:*

All rates quoted are based on 2,000 pounds (approximately 900 kilograms) per net ton (approximately 0.9 metric ton) unless otherwise stated.

*Weights, Determining Charges:*

When determining charges on rates as named herein, the gross weight of the commodity, including weight of containers or packaging, will be used except as otherwise provided herein in paragraphs (b) and (c).

The handling charges published herein will not apply to the weight of dunnage. The term dunnage, as used herein, includes temporary blocking, standards, strips, stakes, bracing, supports or similar material.

Handling charges on shipments of iron and steel articles shipped on skids (or other supports suitable for handling with lift trucks) securely fastened to the shipment will not apply to the weight of such skids (or supports) and/or the accompanying metal ties or bands.

*Consent to Terms:*

The use of the Willacy County Navigation District's facilities shall constitute consent to the terms and conditions of this tariff and evidences an agreement on the part of all vessels; their owners and agents or all other users of such Port facilities to pay all charges specified herein and be governed by all rules and regulations shown in this tariff.

*Barge Repair:*

There is no dry dock available at the Willacy County Navigation District. Emergency repairs may be arranged on a case by case basis dependent upon the decision of the Port Director.

*Billing Information:*

All vessels, through their owners, agents, facility operators/lessees or authorized representatives, shall promptly furnish sufficient verified information to the Willacy County Navigation District in order to permit billing of the vessel and cargo charges set out in this tariff. Manifests or other available documents may be used, or in lieu thereof, a statement prepared to specifications of the Willacy County Navigation District obtainable in the Navigation District's Administrative Office.

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.

Charges against cargo in the custody of the District are due on delivery, and the District reserves the right to refuse delivery in the absence of satisfactory assurance of payment.

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 may be, placed on a Cash in Advance basis and/or may be denied the use of the District's facilities.

On written request, the District will: invoice cargo related charges such as wharfage and storage charges either to a shipping agent other than the one representing the Vessel 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.

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.

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.

All tenants of Willacy County Navigation who operate a terminal for the purposes of transporting goods for commercial purposes into or out of the leasehold premises involved shall be directly responsible to the Navigation District for, and shall pay to the Navigation District, all tariffs, wharfage, fees and other charges imposed by this tariff upon such goods, as well as all charges on vessels calling upon such Lessee's terminal. Such charges shall be paid on a monthly basis on goods passing through the leased premises during the preceding month as follows: Not later than the tenth (10<sup>th</sup>) day of each month after the month during which such goods were transported, or not later than the first day after such tenth (10<sup>th</sup>) if the tenth (10<sup>th</sup>) day falls on a weekend or an official holiday, the tenant shall report all charges directly to the Navigation District as prescribed above.

*Payment of Charges:*

All charges, fees or other accounts by the users of the Port facilities shall be due and payable upon completion of such use unless prior credit arrangements have been made. All sums payable to the Willacy County Navigation District are payable at the Port's Administrative office In Raymondville, Willacy County, TX.

Any invoice or amount, other than an invoice for ground lease rental that contains its own specific delinquency provisions, owed to the District which is 30 days old 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. Any invoice for lease of the facilities, including ground lease rentals, is subject to the terms of the applicable lease contract for collection of the lease rental but if unpaid will be considered along with any other unpaid Invoice for purposes of this policy.

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.

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.

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 fifteen (15) days of the date of presentation of each invoice for such charges, and

such bond shall not be subject to cancellation except upon twenty (20) days advance written notice by such surety to the District.

Under no circumstances may any amount claimed against the District be commingled with or offset out of moneys due the District.

*Minimum Wharfage Charges:*

Minimum wharfage of \$10.00 each will be incurred by any barge or vessel loading or unloading cargo through the Port facilities.

*Alteration of Channel:*

Any person, firm or corporation desiring to construct any fixture upon any embankment of the Willacy County Navigation District which may extend into or touch the Harbor itself, or any such person desiring to in any way alter the nature of the Harbor, must first acquire a permit from the Willacy County Navigation District.

**Section 3: Wharfage**

*Wharfage Rates:*

| <b>Commodity</b>                                     | <b>Rates in Dollars per Net Ton of 2,000 Pounds</b> |
|--|---|
| Cement   | \$0.70  |
| Fly Ash  | \$0.65  |
| Cotton (Linters, Seed, Hulls, Bales)                 | \$0.45  |
| Grains   | \$0.50  |
| Sand, Gravel, Stone, Shell                           | \$0.40  |
| Sugar (Bulk Shipments Only)                          | \$0.50  |
| Liquids (Chemicals, LNG, Fertilizer, Oil, Petroleum) | \$0.40 (Barge); \$1.00 (Truck)                      |
| Fertilizer (Bulk or Sack)                            | \$0.95  |
| Scrap Steel  | \$0.95  |
| Vehicles   | \$1.90  |
| Cargo Not Otherwise Specified, Including Passengers  | \$1.30 (NT); \$10.00 (Per Passenger)                |

*Hazardous Commodities:*

The Willacy County Navigation District may refuse the use of its facilities or waterfront for the handling, stowing, loading, discharging or transportation of

any cargo or articles which are considered by the Port Director as offering undue risk or exposure to such risk.

Shipments of articles classified as explosive or dangerous in applicable regulations of the Department of Transportation and/or Interstate Commerce Commission will be permitted only upon full compliance with such regulations by shippers, their agents and the agencies of Transportation, and the express written permission of the Willacy County Navigation District. Conformance shall be made also to such further rules or regulations as may be issued by other state, federal or municipal authorities.

Any cargo arriving at the Willacy County Navigation District without the required documentation will be denied entry to the facility. Any fines or penalties incurred due to the failure of the carriers or shippers to conform to the regulations will be for the account of the carrier or shipper. In addition, carrier or shipper shall Indemnify and hold the Willacy County Navigation District harmless from and against any liability for damage to property or person arising from the ocean or inland transportation and handling of hazardous cargoes, except where such liability is the exclusive fault of the Willacy County Navigation District.