



Port of Haines

Operated by the Haines Borough

FMC NO.3

Naming Rates, Charges, Rules and Regulations

For

Wharfage Dockage and Storage

Located at

The Port of Haines, Alaska

Issued By:

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Port of Haines Terminal Tariff

Preface

The Purpose of this document is to provide, a complete tariff for public review, the terms, conditions, rules, regulations, charges, and rates comprising the Port of Haines Tariff, as received by the Borough Manager as required and approved by the Haines Borough Assembly.

This document comprises the Port of Haines Terminal Tariff, FMC No. 3 effective May 15, 1994, reformatted and restated July 1, 2023. This version entirely replaces and restates the Haines Terminal Tariff, FMC No. 3.

Tariff Revisions

The Port of Haines Tariff may be revised in whole or in part as required. Upon such revision, the amended page (s) will show the revision date in the upper right corner. Requests for missing pages or additional copies of the Tariff may be directed to the Haines Borough Clerk.

Notice to Public

This tariff is published as required by law and is, therefore, notice, to the public, shippers, consignees and carriers that the rates, and rules and charges apply to all traffic for which contract rates have not been arranged.

In addition to this Port Tariff, the public, shippers, consignees and carriers using Port of Haines facilities should consult and be aware that the Haines Borough Code of Ordinances, including but not limited to Chapter 15.04 International Fire Code, Title 13 Utilities, and Title 16 Harbors, all as amended, apply and govern where not specifically provided otherwise in this tariff.



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Section 1 - Definitions

Wharfage

Wharfage is the charge assessed against freight passing or conveyed over, onto, or under wharves or between vessels or over side vessels when berthed at wharf or moored in slip adjacent to wharf; it is the charge for use of wharf and does not include charge for any other service.

Handling

Handling charges are those assessed in performing loading or discharge of cargo between ship's tackle, or terminal's tackle, and place of rest on dock, truck, vessel so docked, or for coming within a slip.

Dockage

Dockage is the charge assessed against vessels for docking at a wharf, pier or for mooring to a vessel so docked, or for coming within a slip.

Dockage Period

The period of time upon which dockage will be assessed shall commence when the vessel is made fast to an allocated berth or moored, or comes within a slip and shall continue until such vessel lets go and has vacated the position allocated.

Idle Vessels

A vessel not engaged in working cargo will be permitted its berth with the understanding that it shall vacate when the berth is required for a vessel to load or discharge cargo. A vessel on notice to move which refuses to vacate will be assessed dockage at five times its applicable rate named in this Tariff, starting at the time vessel is notified to vacate.

Terms

Terms are cash. All fixed charges named herein and charges made for all services shall become due and payable as they accrue.



Section 2 - Rules and Regulations

Liability for loss or damage limited

Owners of vessels using this dock area agree to indemnify and hold the Borough harmless from all costs of repairing any damage done to the surface or any other portion of the dock by vessel officers, agents, employees, assigns or contractors, or by any party or vessel handling any cargo on behalf of the vessel. Owners of vessels using this dock area also agree to indemnify and hold the Borough harmless from any and all claims, demands or liability for bodily injury or death of any person, or damage to property arising out of the use of this dock area by the vessel, or by any party or vessel handling any cargo on behalf of the vessel.

Removal, Transfer or Warehouse Freight

Hazardous or offensive freight, which, by its nature, is likely to damage other freight is subject to immediate removal either from the wharf or wharf premises or to other location within said premises with all expense and risk of loss or damage, for the account of owner, consignee or shipper, the terminal operator being liable for loss or damage only in case of lack of ordinary care.

Freight remaining on wharf or wharf premises after expiration of free time, and freight shut out at time of clearance of vessel, may be piled or re-piled to make space, transferred to other locations or receptacles within the wharf premises, or removed to public or account of the owner, shipper, consignee or carrier as responsibility may appear, the terminal operator being liable for loss or damage only in case of lack of ordinary care.

Prepaid Freight

Right is reserved by the terminal operator to require prepayment of all charges on perishable freight or freight of doubtful value, and on all Household Goods (not new), Emigrant's Movables, Personal Effects, Livestock and Ore Samples.

Acceptance of Tariff

Use of wharves and facilities shall be deemed acceptance of this tariff and the terms and conditions named therein.



Shipments Handled Over Side of Vessel

Freight transferred directly between vessels berthed at wharf, but not using facilities of wharf in its transfer, or freight received by vessel or discharged into water, to barges, boats, or other vessel, while vessel is berthed at wharf, will be assessed at half wharfage, named in this Tariff.

Electrical Outlets:

Subject to availability, electricity will be furnished per the conditions set forth by the Harbormaster. It will be the responsibility of the user to provide receptacles with proper voltage. The Haines Borough will not be responsible for electric power failure.



Section 3 – Lutak Dock

Manifests

Owners, agents, users, operators, or masters of vessels will furnish Port with complete copy of manifest showing all cargo loaded and discharged at the terminal. Inbound manifest will be furnished prior to or concurrent with vessel arrival; outbound manifest will be furnished prior to or concurrent with vessel departure.

Minimum Charge

Except as otherwise provided herein; the minimum charge for any single shipment shall be:

WHARFAGE: \$500.00

STORAGE: \$150.00

Prepaid Freight

Right is reserved by the terminal operator to require prepayment of all charges on perishable freight or freight of doubtful value, and on all household goods (not new), emigrant's movables, personal effects, livestock, and ore samples.

Charges Collected from whom

All charges named in this tariff will be assessed against cargo, when not absorbed by the vessel, and are due from the owner, shipper or consignee of the freight. On transit freight in connection with other carriers, however, these charges accrued against said freight and which the vessel, its owners or agents. The use of the wharf by a vessel, its owners or agents, shall be deemed acceptance and acknowledgement of this guarantee.

Delays, Waiver of Charges

Delays in loading, unloading, receiving, delivering or handling freight arising from combinations, riots or strikes not reasonably within the control of the terminal operator, will not entitle owners, shippers, consignees or carriers of freight to waiver of wharf terminal or advanced charges, or other expenses that may be incurred.



Free Time

Free time is the specified number of days during which cargo may occupy space, assigned to it, on the pier without being subject to wharf demurrage or storage charges. Free time not to exceed forty-five days on in-transit freight will be allowed.

Liability for Loss or Damage Limited

Owners of vessels using this dock area agree to indemnify and hold the Borough harmless from all costs of repairing any damage done to the surface or any other portion of the dock by the vessel officers, agents, employees, assigns or contractors, or by any party or vessel handling any cargo on behalf of the vessel. Owners of vessels using this dock area also agree to indemnify and hold the Borough harmless from any and all claims, demands or liability for bodily injury or death of any person, or damage to property arising out of the use of this dock area by the vessel, or by any party or vessel handling any cargo on behalf of the vessel.

Pier Storage

This is the charge assessed against cargo which remains on port property after the expiration of the free time allowed. Storage will be assessed at the rate of \$0.40 per square foot per month for general cargo. All storage subject to availability with location, placement, and arrangements to be at the discretion of the terminal operator. Storage space in excess of 2,500 square feet shall require a Special Lease agreement.

Right to Sell for Unpaid Charges

Freight on which unpaid terminal charges and advances have accrued may be sold to satisfy such charges and costs. Freight of a perishable nature, or of a nature liable to damage other freight may be sold at public or private sale without advertising, provided owner has been given proper notice to pay charges and remove said freight, and has neglected or failed to comply.



Special Lease

Special lease agreements can be made on specified areas for a fixed rental payment thereon. The following minimum conditions must be met for a special lease agreement:

- 1) No space will be rented with an area of less than 1,500 square feet.
- 2) Monthly charges shall be paid in advance.
- 3) Storage charges shall be for a thirty day minimum period, with charges pro-rated on a per day basis after the first thirty day period.

Removal, Transfer or Warehouse Freight

Hazardous or offensive freight, which, by its nature, is likely to damage other freight is subject to immediate removal either from the wharf or wharf premises or to other locations within said premises with all expense and risk of loss or damage, for the account of loss or damage only in case of lack of ordinary care. Freight remaining on wharf or wharf premises after expiration of free time, and freight shipped out at time of clearance of vessel, may be piled or re-piled to make space, transferred to other locations or receptacles within the wharf premises, or removed to public or private warehouses with all expense and risk of loss or damage for account of the owner, shipper, consignee or carrier as responsibility may appear, the terminal operator being liable for loss or damage only in case of lack of ordinary care.

Explosives

The acceptance, handling or storage of explosives or excessively flammable material shall be subject to special arrangements with terminal operator and governed by rules and regulations of Federal, State and Local authorities.

Owner's or Shipper's Risk

Glass, liquids, and fragile articles will be accepted only at owner's or shipper's risk for breakage, leakage, or chafing, the terminal operator being liable for loss or damage only in case of lack of ordinary care. Freight in open storage on wharf platforms or ground and freight subject to freezing is at owner's or shipper's risk for loss or damage.

Timber and logs or lumber rafts, and all water craft, if and when permitted by terminal operator to be moored in slips at moorage dolphins, at wharf or alongside vessels, are at owner's or shipper's risk for loss or damage.



Acceptance and Handling of Livestock

The acceptance and handling of livestock shall be subject to special arrangements with terminal operator, and governed by rules and regulations of Federal, State and Local authorities.

Right to Withhold Delivery of Freight

Right is reserved by terminal operator to withhold delivery of freight until all accrued terminal charges and/or advances against said freight have been paid in full.

No provision contained in this tariff shall limit or relieve the Port of Haines from liability for its own negligence nor require any person or user to indemnify or hold harmless the Port of Haines from liability for its own negligence. Except when loss or damage is caused by the terminal's own negligence, the terminal will not be responsible for any loss or damage caused by fire; frost; heat; dampness; leakage; the elements; evaporation; natural shrinkage; wastage or decay; animals; rats; mice or other rodents; moths' weevils or other insects; leakage or discharge from fire protection systems; collapse of buildings or structures; piling required in breasting vessels away from wharf; nor will it be answerable, except when cause by its own negligence, for any loss, damage or delay arising from insufficient notification or from war, insurrection, shortage of labor, combination strikes or riots of any persons in its employ or in the services of others or from any consequence arising therefrom. All vessels will be held responsible for damage done to the dock when landing, laying alongside or when leaving the dock.

Lutak Dock Roll-On Roll-off Facility

Alaska Marine Lines Inc. (AML) is the owner and operator of the Roll-on/Roll-off facility and leases the operating space from the Haines Borough. All third party vessel owners/operators must get approval from the Haines Harbormaster and local AML manager a minimum of 24 hours prior to intended use. Wharfage and dockage fees, as outlined in this tariff, shall apply, in addition to any fees assessed by AML. All wharfage and dockage fees shall be invoiced and collected by AML and remitted to the Haines Borough as appropriate. Any uplands space required by third party users must make arrangements with the Haines Harbormaster and receive written approval prior to the start of operation.



Wharfage and Handling

Except as otherwise provided, wharfage rates named below are in dollars and cents per ton (2,000 pounds) or 40 cubic feet, as freighted. Increases 3% annually.

Handling charges are by special arrangement with terminal use permit holders.

Item 401 – Freight, N.O.S.

Item 402 – Logs

Item 403 – Gravel, pit run sand or gravel; sand; crushed aggregate; process stone or boulders.

Item 404 – Explosives and other hazardous cargo vis: Powders, gun or blasting; blasting caps and agents; dynamite; high explosives; ammunition other than small arms; and other cargo deemed hazardous by the Haines Borough (See Note 1)

Note 1) Written permission of the Haines Borough must be obtained prior to any movement of explosives and other hazardous cargo over Borough Port facilities.

Wharfage Rates	2024	2025	2026	2027	2028
Item 401: NOS	\$6.72	\$6.92	\$7.13	\$7.34	\$7.56
Item 402: Logs	\$0.77	\$0.79	\$0.81	\$0.83	\$1.08
Item 403: Gravel	\$0.52	\$0.54	\$0.56	\$0.58	\$0.75
Item 404:Explosives & Hazardous Waste	\$15.27	\$15.73	\$16.20	\$16.69	\$17.19

Item 405 – Per gallon flow through rates: For the transport of fluids, including, but not limited to, fuel, through pipelines across Borough port and dock facilities in both directions in any one calendar year.

Per-Gallon Rate	2024	2025	2026	2027	2028
Up to 5 million gallons	\$.0294	\$.0303	\$.0312	\$.0321	.0331
5 million gallons & over	\$.0256	\$.0264	\$.0272	\$.0280	.0288



Lutak Dockage Rate

Dockage charges are assessed upon Length-Over-All (LOA) of the vessel. LOA is defined as the linear distance, in feet, from the most forward point at the stem to the aftermost part of the stern of the vessel, measured parallel to the base of the vessel. LOA of the vessel as published in "Lloyds Register of Shipping" will be used and when not published, the Port reserves the right to:

- (a) obtain the LOA from the vessel's register, or
- (b) measure the vessel.

Dockage rates per foot per 24-hour period shall be as follows increasing annually effective January 1 each year:

Dockage Rate	2024	2025	2026	2027	2028
3% Annual Increase	\$4.76	\$4.90	\$5.05	\$5.20	\$5.36

Minimum Dockage Charge:

2024	2025	2026	2027	2028
\$475	\$500	500	\$525	\$550

Lutak Dock Port Security/Tie up Rates

Regularly scheduled staff time (8-5 Mon – Sun) \$50.00 per hour/Non regular hours (including Haines Borough observed holidays) \$100.00 per hour.



Section 4 – Port Chilkoot Dock

Port Chilkoot Dockage Rates

Port Chilkoot dockage charges are assessed upon Length-Over-All (LOA) of the vessel. LOA is defined as the linear distance, in feet, from the most forward point the stem to the aftermost part of the stern of the vessel, measured parallel to the base of the vessel. LOA of the vessel as published in “Lloyd’s Register of Shipping” will be used and when not published, the Port reserves the right to:

- (a) obtain the LOA from the vessel’s register, or
- (b) measure the vessel. Dockage rates per foot per 24-hour period shall be as follows, increasing 5% annually effective January 1 each year:

Vessel LOA	2024	2025	2026	2027	2028
000/149	3.06	\$3.21	\$3.37	\$3.54	\$3.72
150/199	3.26	\$3.42	\$3.59	\$3.77	\$3.96
200/299	3.57	\$3.75	\$3.94	\$4.14	\$4.35
300/399	3.95	\$4.15	\$4.36	\$4.58	\$4.81
400/499	4.41	\$4.63	\$4.86	\$5.10	\$5.36
500/599	5.03	\$5.28	\$5.54	\$5.82	\$6.11
600/699	5.48	\$5.75	\$6.04	\$6.34	\$6.66
700 and over	5.78	\$6.07	\$6.37	\$6.69	\$7.03

Minimum Dockage Charge:

2024	2025	2026	2027	2028
\$450	\$475	\$500	\$525	\$550

Port Chilkoot Dock Port Security

Any vessel requiring Port Security will be charged a flat fee based upon vessel length.

Vessel Length 0-600’ = \$600

Vessel Length 601’-Up = \$1000



Port Chilkoot Dock Lightering Facility Rates

For use of Port Chilkoot Dock lightering float dock, including lightering to transfer passengers to or from larger vessels; to pick up or discharge passengers for local marine tours; moorage of vessels; and moorage of vessels unable to moor in the small boat harbor.

1. Rates:

A. Anchor/Tendering Fee:

Tendering or transfer of passengers to or from a larger vessel: rate per 24-hour period. Security and/or tie up rates may apply.

Per-Anchored Vessel LOA	2024	2025	2026	2027	2028
0' - 400'	\$550	\$600	\$650	\$700	\$750
401' – Over	\$1100	\$1200	\$1300	\$1400	\$1500

B. Tender Tie Up Fee:

Any vessels requiring Port Staff to support tie up operations will be charged a flat fee of \$600 per day.

C. Commercial Tour per passenger fee:

Any commercial tour vessel in use of this facility must pay a per passenger fee for all arrivals and departures. A minimum fee of \$35.00 will be assessed for each vessel arriving or departing. Standard harbor moorage rates apply to any vessel moored for over 3 hours.

Per-Passenger Fee	2024	2025	2026	2027	2028
Loading &/or Unloading	\$.61	\$.64	\$.67	\$.70	\$.74

Port Chilkoot Dock Water Rates

Water may be furnished to vessel at the discretion of the Haines Borough at the following rates:

\$75.00 service charge plus \$6.00 per 1,000 gallons of water.



Haines Borough Employee Observed Holidays:

1. New Year's Day
2. President's Day
3. Memorial Day
4. Independence Day
5. Labor Day
6. Alaska Day
7. Veteran's Day
8. Thanksgiving Day
9. Friday after Thanksgiving Day
10. Christmas Eve
11. Christmas Day



Turnagain
 Marine Construction
 5050 CORDOVA STREET
 ANCHORAGE, AK 99503
 PHONE: (907) 261-8960
 CORPORATE AUTHORIZATION
 NUMBER: 161179

PROJECT NUMBER:
 22-010

DRAFT
95%

**LUTAK DOCK
 REPLACEMENT
 HAINES, ALASKA**



REV#	DESCRIPTION	DATE

ISSUE DATE:
 APRIL 21, 2023

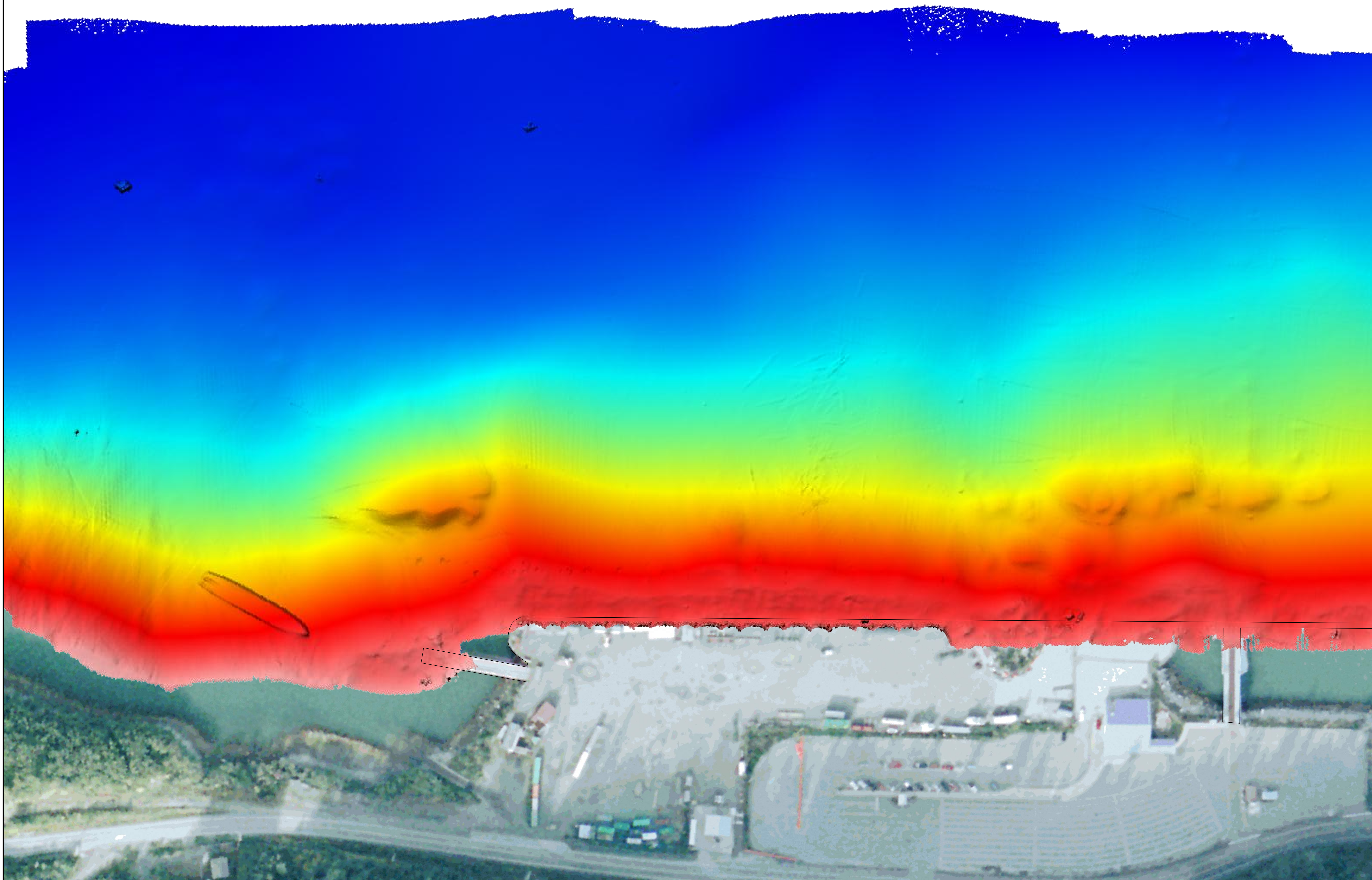
SHEET TITLE:
 EXISTING
 CONDITIONS

SHEET NUMBER:
G103

MULTIBEAM SURVEY

NOTES

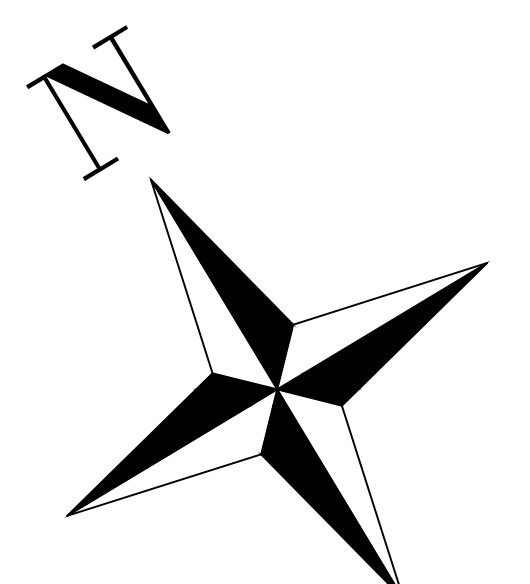
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3. SURVEY DATA COLLECTED MAY 25, 2021 BY ETRAC INC.
4. THIS SURVEY REPRESENTS CONDITIONS AT TIME OF SURVEY.
5. POSITIONING AND MOTION DATA WAS COLLECTED USING AN APPLANIX POS MV V5.
6. MULTIBEAM DATA COLLECTED WITH AN R2 SONIC 2024 MULTIBEAM ECHOSOUNDER OPERATING AT 450 KHZ.
7. SOUNDINGS BINNED AT 24 FT AND ARE MEAN VALUE.
8. CONTOURS ARE BINNED AT 1 FOOT AND ARE MEAN VALUE.
9. LINEWORK SCALED FROM AERIAL IMAGERY.



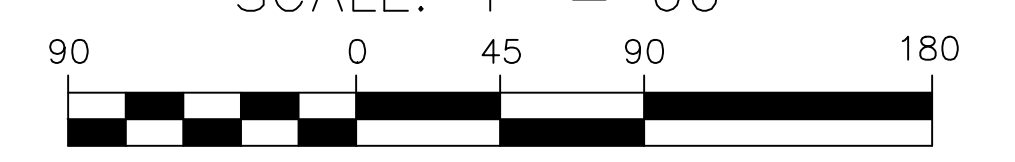
eTrac Inc.
250 SE Main Hill Dr
Port Orchard, WA 98366
907.521.3370
etrac.com



Haines Borough
Ports & Harbors
22 Beach Road
Haines, AK 99827



SCALE: 1" = 60'



IF SHEET IS OTHER THAN 34x44 DRAWING IS NOT TO SCALE, SCALE ACCORDINGLY

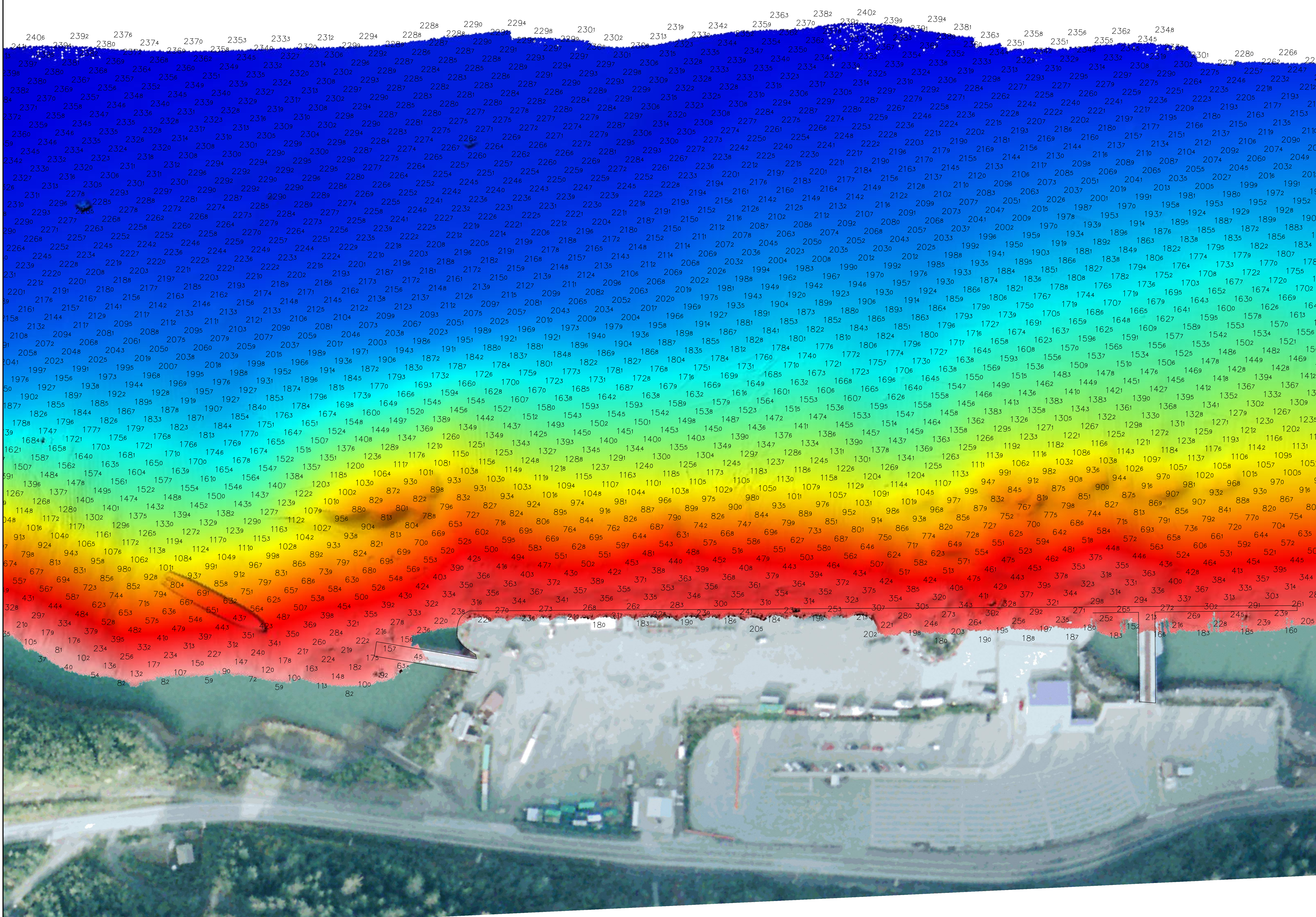
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OVERVIEW

MULTIBEAM SURVEY

NOTES

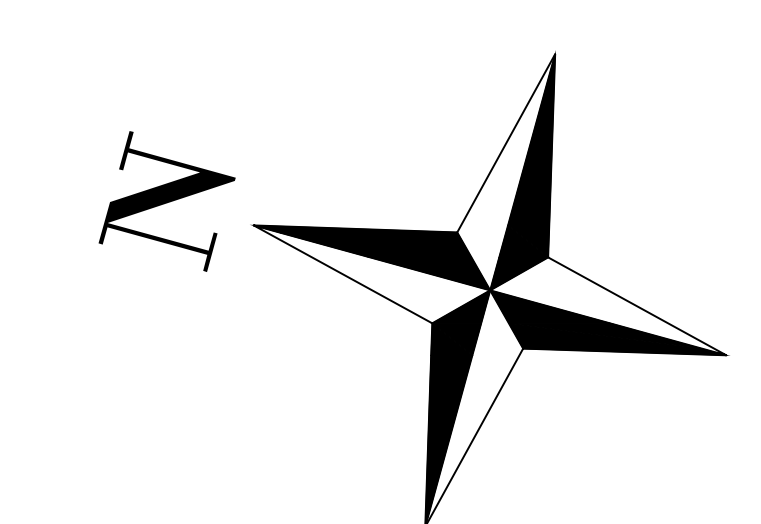
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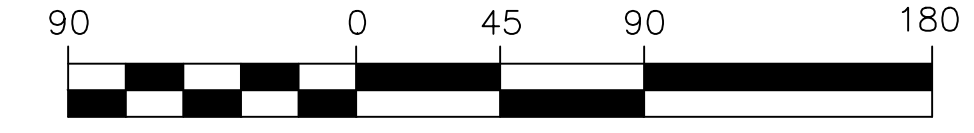
eTrac Inc.
2501 SE Mile Hill Dr
Port Orchard, WA 98366
800.821.8370
eTrac.com



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SCALE: 1" = 60'



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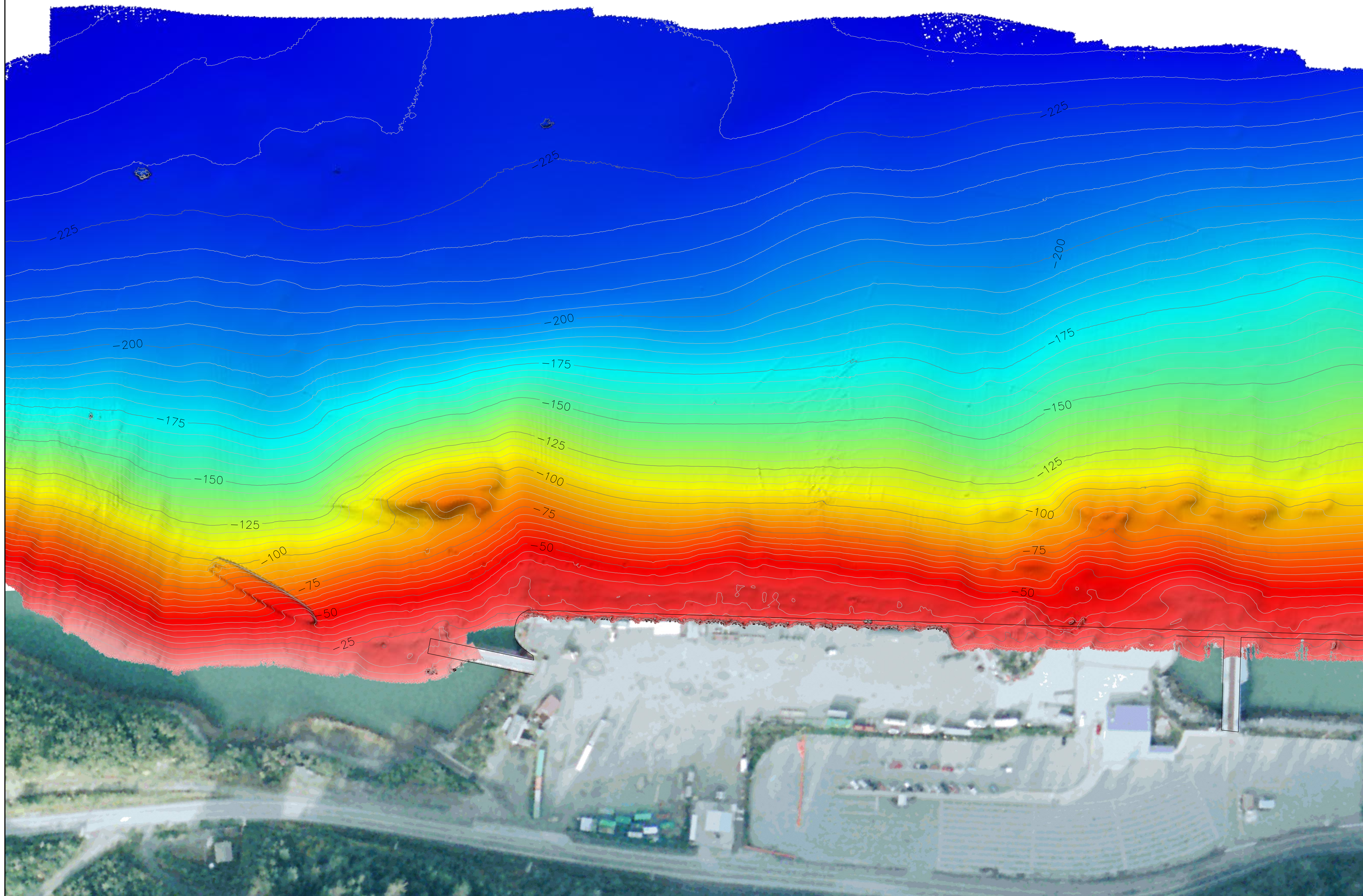
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CHECKED: RR
FILE: HAINES_2021_Lutak Inlet.dwg

SOUNDINGS & DEM

MULTIBEAM SURVEY

NOTES

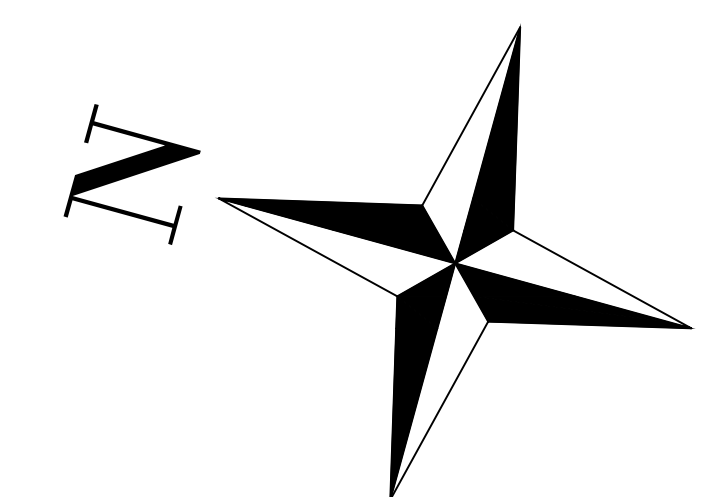
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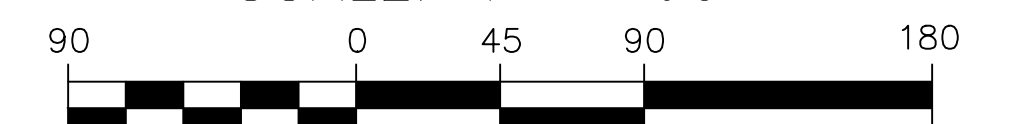
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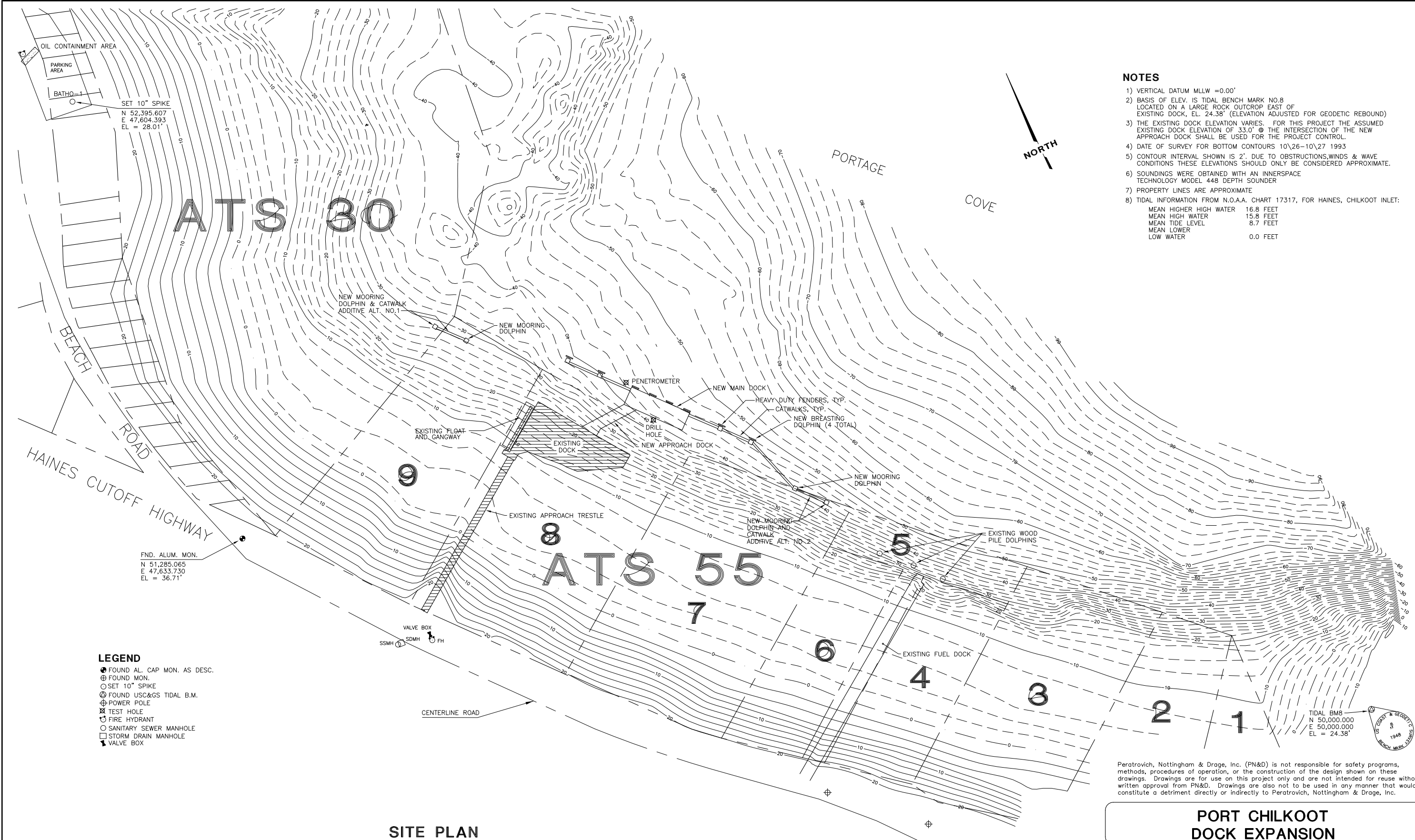
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IF SHEET IS OTHER THAN 34x44 DRAWING IS NOT TO SCALE, SCALE ACCORDINGLY

PLOT DATE: June 18, 2021
DESIGNED BY: ALT
CHECKED: RR
FILE: HAINES_2021_Lutak Inlet.dwg

CONTOURS & DEM



- NOTES**
- 1) VERTICAL DATUM MLLW = 0.00'
 - 2) BASIS OF ELEV. IS TIDAL BENCH MARK NO.8 LOCATED ON A LARGE ROCK OUTCROP EAST OF EXISTING DOCK, EL. 24.38' (ELEVATION ADJUSTED FOR GEODETIC REBOUND)
 - 3) THE EXISTING DOCK ELEVATION VARIES. FOR THIS PROJECT THE ASSUMED EXISTING DOCK ELEVATION OF 33.0' @ THE INTERSECTION OF THE NEW APPROACH DOCK SHALL BE USED FOR THE PROJECT CONTROL.
 - 4) DATE OF SURVEY FOR BOTTOM CONTOURS 10\26-10\27 1993
 - 5) CONTOUR INTERVAL SHOWN IS 2'. DUE TO OBSTRUCTIONS, WINDS & WAVE CONDITIONS THESE ELEVATIONS SHOULD ONLY BE CONSIDERED APPROXIMATE.
 - 6) SOUNDINGS WERE OBTAINED WITH AN INNSPACE TECHNOLOGY MODEL 448 DEPTH SOUNDER
 - 7) PROPERTY LINES ARE APPROXIMATE
 - 8) TIDAL INFORMATION FROM N.O.A.A. CHART 17317, FOR HAINES, CHILKOOT INLET:

MEAN HIGHER HIGH WATER	16.8 FEET
MEAN HIGH WATER	15.8 FEET
MEAN TIDE LEVEL	8.7 FEET
MEAN LOWER	
LOW WATER	0.0 FEET

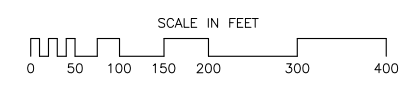
SET 10" SPIKE
 N 52,395.607
 E 47,604.393
 EL = 28.01'

FND. ALUM. MON.
 N 51,285.065
 E 47,633.730
 EL = 36.71'

- LEGEND**
- FOUND AL. CAP MON. AS DESC.
 - ⊕ FOUND MON.
 - ⊙ SET 10" SPIKE
 - ⊗ FOUND USC&GS TIDAL B.M.
 - ⊕ POWER POLE
 - ⊗ TEST HOLE
 - ⊕ FIRE HYDRANT
 - SANITARY SEWER MANHOLE
 - STORM DRAIN MANHOLE
 - ⊕ VALVE BOX

TIDAL BMS
 N 50,000.000
 E 50,000.000
 EL = 24.38'

SITE PLAN



PORT CHILKOOT DOCK EXPANSION

Peratrovich, Nottingham & Drage, Inc.
 Engineering Consultants
 3220 Hospital Drive, Suite 200
 Juneau, Alaska 99801
 Ph: (907) 586-2093 Fax: (907) 586-2099

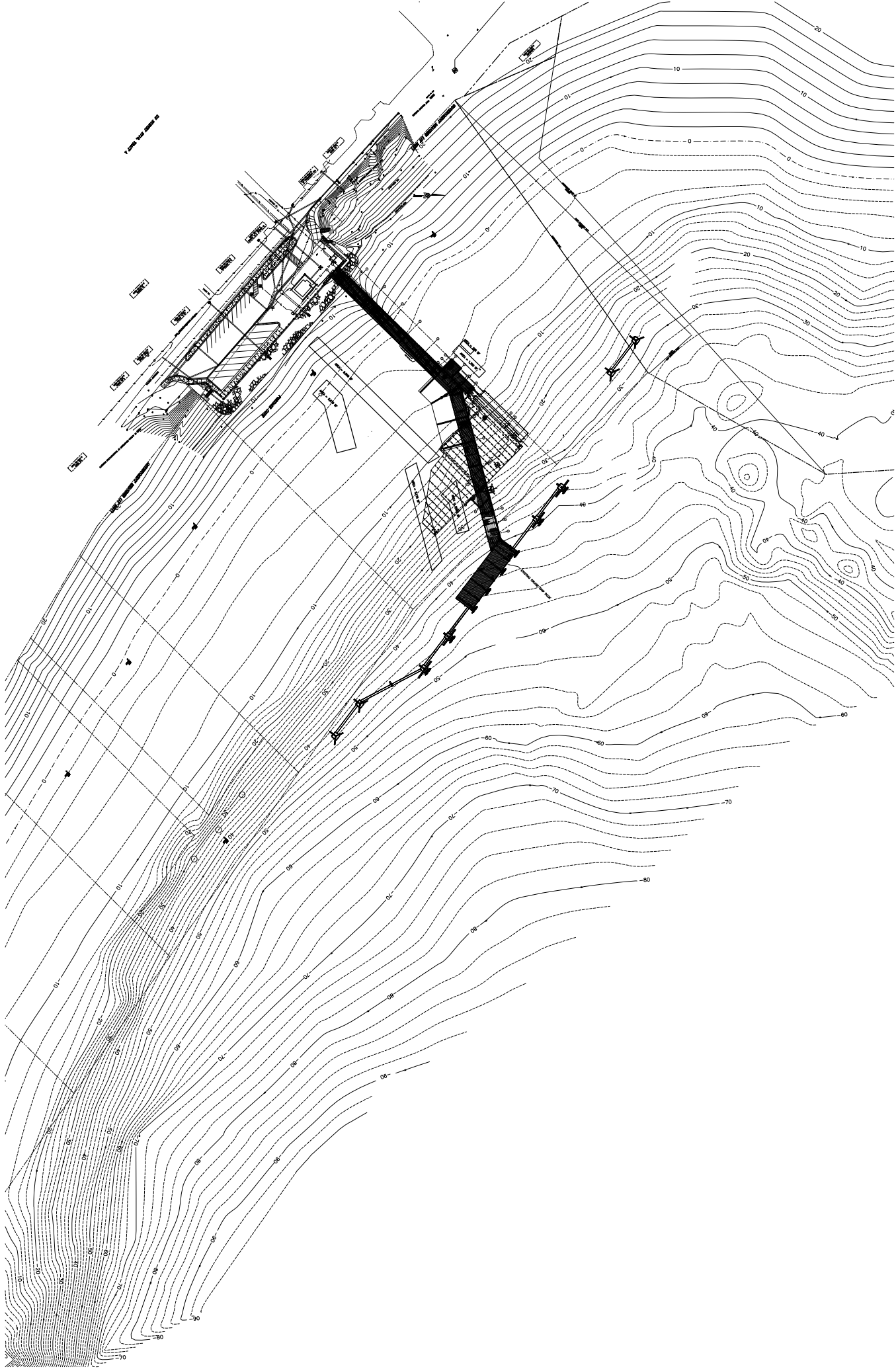
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 Project No.: 93229

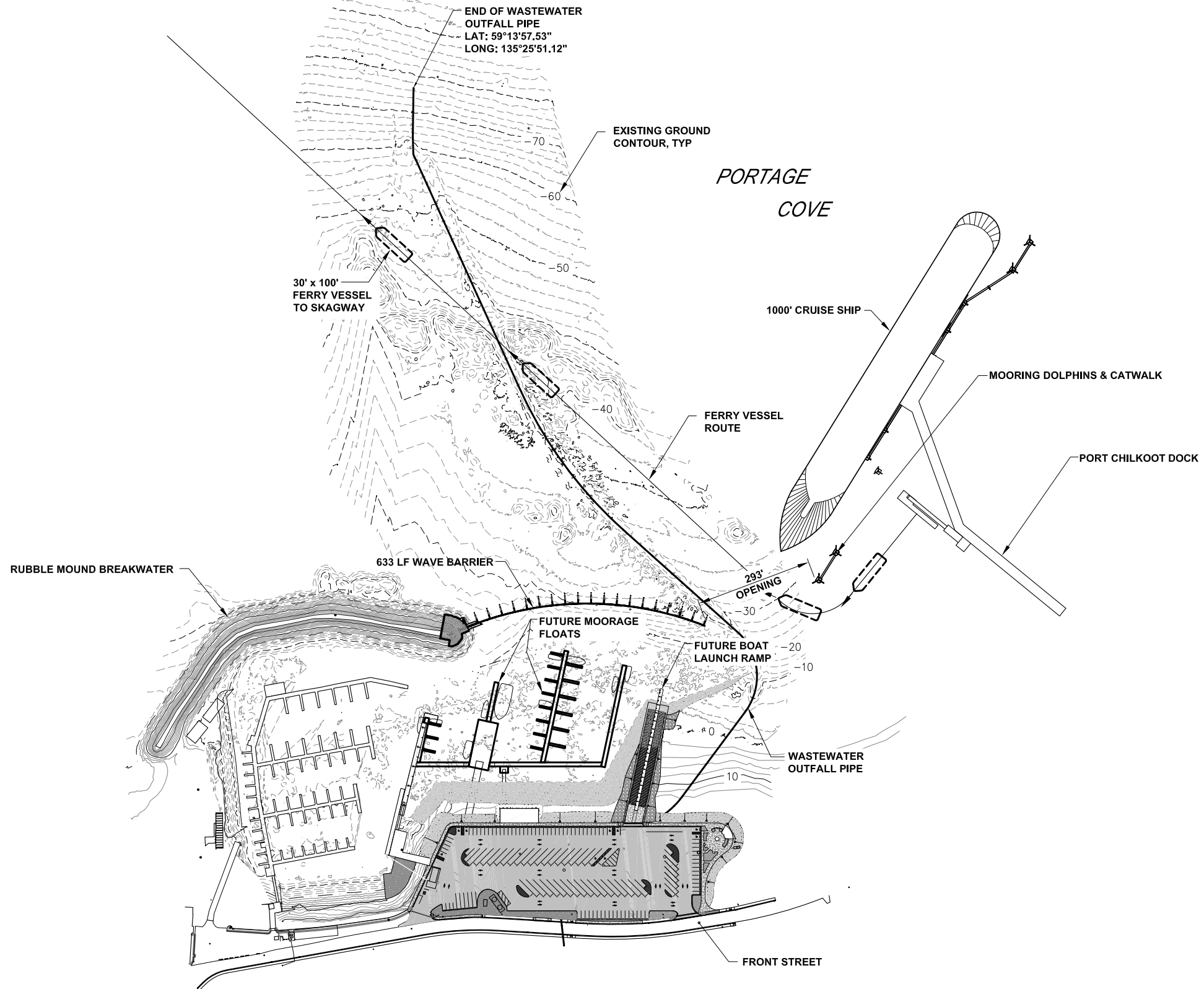
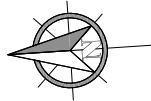
Date: MAY 10, 94'
 Scale: 1"=100'

SITE PLAN
 Sheet 2 of 16

FOR BIDDING PURPOSES ONLY

Ref. No.: 93229-2





REVISIONS					
REV.	DATE	DESCRIPTION	DWN.	CKD.	APP.

P | N | D
ENGINEERS, INC.

9360 Glacier Highway, Ste. 100
Juneau, Alaska 99801
Phone: 907-586-2093
Fax: 907-586-2099
www.pndengineers.com

DESIGN: BMI CHECKED: CRS
DRAWN: BMI APPROVED: _____

SCALE: SCALE IN FEET
0 150 300 FT.

DATE: MAY 4, 2018

**HAINES BOROUGH
PORTAGE COVE HARBOR
BOAT LAUNCH IMPROVEMENTS**

SHEET TITLE: **VICINITY PLAN -
PROPOSED HARBOR IMPROVEMENTS**

PND PROJECT NO.: 172032

1
SHEET
OF 1