Permit Number: 15-002
Permittee Name: Alaska Heliskiing
Expiration Date: *12/31/2015*
Authority: HBC Title 5

COMMERCIAL SKI TOUR PERMIT

Alaska Heliskiing LLC of PO Box 1448, Haines, Alaska 99827 (hereinafter "permittee"), is hereby authorized to conduct **2015** commercial ski tour operations, subject to the terms and conditions of this permit.

> *Commercial ski tour operations* as defined in HBC 5.18.010(B) includes downhill skiing or snowboarding as the primary experience; professionally guided skiing and snowboarding; and daily transportation of customers by helicopter to and from the skiing or snowboarding area as frequently as weather permits.

In 2015, Alaska Heliskiing is allocated **1,450** skier days.

> A *skier day* is defined as one individual skier, snowboarder, photographer or a member of a photographer's staff participating in a commercial ski tour or a commercial ski production on one particular day or any portion of a day excluding guides.
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> Note: Transfer of Allocated Skier Days. A permittee may sell or transfer a portion of their skier day allocation for a designated season to another permittee holding an allocation upon the review and approval of the manager.

This permit is subject to HBC Title 5, including but not limited to the following permit conditions and regulations (reference HBC 5.18.010(F) and 5.04.080):

1. PERIODS OF OPERATION. The commercial ski tours shall be conducted only from February 1 through May 3, 2015 unless a different period is noted on the "Haines Borough Approved Commercial Ski Tour Areas" map and only between the hours of 8:00 a.m. and 6:00 p.m., unless the borough has authorized additional hours.
2. LOCATIONS OF OPERATION:
   A. MAP. The commercial ski tours shall be conducted only in areas identified on the "Haines Borough Approved Commercial Ski Tour Areas" map, 7/25/13 revision. The map is available on the borough's website: www.hainesalaska.gov/administration/2015-helisking-information. You may also request a courtesy hard copy by contacting the planning & zoning technician, Tracy.
   B. HELIPORTS. Commercial ski tour operators transporting participants in a commercial ski tour or a special ski competition event or commercial ski production by helicopter shall use one of the following heliports;
      1. Haines Airport;
      2. The Stewart landing strip at 18 Mile Haines Highway;
      3. The heliport adjacent to the 33 Mile Roadhouse;
      4. Any heliport authorized by the Haines Borough planning commission as a conditional use.
   C. SHARED USE POLICY.
      1. Commercial ski tour permittees shall yield to nonmotorized, recreational backcountry users, within the boundaries of the area known as Telemark Ridge at the head of the Haska Creek drainage, on a by-request basis.
      2. Recreational backcountry users may contact a permittee by phone or e-mail at least 48 hours in advance of the activity and request to use a specific area on a specific day.
      3. Confirmation shall be given by the permittee within 24 hours of the request.
      4. The person making the request shall notify the borough clerk of the request.
      5. Cancellation of the request shall be communicated to the permittee before 9:00 a.m. on the day of the activity.
      6. Failure by recreational users to communicate a cancellation of the activity may result in the loss of request privileges.
      7. Failure by a permittee to confirm a request, or to yield an area to recreational users, shall be reported to the borough clerk and recorded for future review.

8. The duration of a recreational activity in any specific area shall be for a maximum of three days consecutively, and for no more than 10 days per month.

3. GPS DATA REPORTING. Commercial ski tour operators shall use global positioning system ("GPS") equipment capable of tracking and preserving information establishing the route taken by the helicopter to and from the skiing and snowboarding area and all landings. This information shall be cataloged in a manner requested by the borough (see A-C below for the current policy) and provided when requested by the borough during the season. Borough requests for this information are limited to enforcement of borough-permitted activity. The permittee is responsible for notifying the helicopter operator of these requirements.

   A. TYPE OF GPS. GPS units will be part of the helicopter, operating with flight following or tracking software, and be submitted directly through the helicopter operator, e.g., Temsco and Coastal Helicopter). The term "part of the helicopter" means "installed into the helicopter, using power from the helicopter, and managed by the pilot."

   B. FORMAT FOR GPS DATA SUBMISSION. When GPS data is requested by the Haines Borough, the heliskiing flight data will be submitted in an Excel spreadsheet formatted in tables, each column having only one data field. Latitude and longitude will be submitted in decimal degrees. Flight GPS data points will be taken in two-minute intervals.

   C. DATA. GPS data will include latitude, longitude, altitude, airspeed, date, and time. Upon request, the borough shall make available digital versions of the current borough heliskiing map boundaries.

   D. COMPLIANCE.

      1. GPS SPOT CHECKS. To insure compliance with the approved *Haines Borough Approved Commercial Ski Tour Areas* Map, the Borough Administration will perform a minimum of five (5) GPS spot checks, per company, per season. Results will be posted on the borough's website.

      2. INFRACTIONS. Heliskiing operators found to be operating out of bounds without acceptable explanation will be fined up to $1000 per infraction. Repeat infractions may constitute a doubling of fine amount.

      3. COMPLAINTS. Complaints may trigger a GPS check of both the day before and day after. If unjustified infractions are found, penalties will be enforced.

      4. OPERATION OUT OF BOUNDS. It is the policy of the Haines Borough to have low tolerance for operating out of bounds. If the permittee is forced to operate out of bounds for any reason, permittee required to alert the borough administration in writing within 7 days. Correspondence should include date and time, location, pilot name, and explanation.

4. SKIER DAY USE REPORTING. Commercial ski tour operators shall submit to the borough clerk, on forms provided by the borough, bi-weekly use reports detailing the number of skier days used during each day of the reporting period, deviations from the flight guidelines and any accidents.

5. SKIER DAY USER FEE. Each commercial ski tour operator shall pay an annual nonrefundable fee in an amount equal to $5.00 per skier day used. The fee shall be paid no later than two weeks after the heliskiing season ends for that year. (HBC 5.04.130(D))

6. EXPLOSIVES. Explosives shall not be used for avalanche control.

7. HELICOPTER REGISTRATION. Commercial ski tour operators shall register contracted helicopters, their N number, color scheme, and pilot's name with the borough.

8. WILDLIFE SIGHTING REPORTS. Commercial ski tour operators shall provide mountain goat, and other wildlife sightings to the borough. This information should be noted daily and may be included in the bi-weekly skier day use reporting (the form allows for this). At the very least, a wildlife sighting report shall be submitted upon completion of the 2015 heliskiing season.

9. OTHER AUTHORIZATIONS. Commercial ski tour operators are responsible for obtaining authorizations required by other local, state, and federal agencies for the permitted activities and shall provide copies to the borough clerk.

10. MUTUAL AID AGREEMENT. Commercial ski tour operators shall submit to the borough clerk a copy of a signed mutual aid agreement requiring all commercial ski tour operators to come to each other's aid in the event of an accident or a mechanical problem that strands a helicopter used to transport participants

in a commercial ski tour away from a heliport. NOTE: The borough has an agreement on file and will only require a new copy if there have been any revisions.

11. COMPLIANCE. A permittee is responsible for complying with all municipal, state, and federal ordinances, statutes, and regulations applicable to the permittee's activities.

12. INSURANCE. A permittee is required to maintain a minimum of $500,000 of current commercial general liability insurance naming the borough as additional insured. The policy shall not contain any self-insured retention or deductible in excess of $1,000 and shall include a provision requiring written notification to be given to the borough by the insurance company not less than 30 days before the policy is canceled, modified, or terminated for any reason. Worker's compensation insurance is also required, where applicable by law.

13. LIABILITY. A permittee shall reimburse the borough for any damage to municipal property caused by the permittee or any of the permittee's employees, agents, representatives, contractors, or customers during the course of the permittee's activities under the permit.

14. INDEMNIFICATION. Acceptance of a permit by the permittee shall constitute an agreement and acknowledgment by such permittee that the permittee shall indemnify and hold the borough and its elected and appointed officers and employees harmless from and against any and all loss, damage, or expense for any injury to or death of any person or persons or for damage to property, resulting from or arising out of any act or omission of such permittee or of any of the permittee's employees, agents, representatives, or customers. The borough and its elected and appointed officers and employees make no representations concerning and assume no responsibility for or regarding any goods or activities sold by any permittee or by any of permittee's employees, agents, representatives, or contractors.

15. TRANSFERABILITY. This permit, and any rights or privileges thereunder, may be assigned or transferred by the permittee, together with any right of renewal; provided, that such transfer includes the permittee's entire business interest in activities conducted under the permit. The permittee's business interest includes all assets used in the business conducted under the permit. The person to whom the permit was transferred shall be subject to permit renewal requirements. A transferred permit shall not be valid, and the new permittee may not conduct any activities under the permit, until the permit has been reissued by the clerk after the clerk is satisfied that the new permittee will comply with all conditions in the permit and the applicable provisions of this title. The permit may not be leased or rented to, nor may a permittee allow the permit to be used by, any person who is not an employee or contracted agent of the permittee.

16. FRAUD. Unfair competitive practices are strictly prohibited. A permittee who commits any act of fraud, misrepresentation, or cheating that would constitute an unlawful act or practice under AS 45.50.471, either through the permittee's own act or through the acts of the permittee's employee, agent, or representative, in relation to an activity authorized under the permit shall, upon conviction, be punished as provided in HBC 5.04.140.

17. REVOCATION OR SUSPENSION OR REDUCTION IN SKIER DAY ALLOCATION. This permit may be revoked or suspended or the skier day allocation reduced for the reasons identified in HBC 5.04.120 and in accordance with the procedures set forth in HBC 5.04.120.

The following is attached to and related to this permit:

APPENDIX A - Alaska Heliskiing's 2015 permit application documents.
APPENDIX B - Agreement re. Flight Operations and Practices of Commercial Ski Tours.

Acknowledgment of Permit Conditions:

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Date Signed

Julie Cozzi

Julie Cozzi, MMC
Borough Clerk

1/19/15
Date Permit Issued