

# **AGREEMENT REGARDING FLIGHT OPERATIONS AND PRACTICES OF COMMERCIAL SKI PRODUCTIONS**

## **PARTIES**

THIS AGREEMENT entered into this \_\_\_\_ day of \_\_\_\_\_, 201\_ by and between the Haines Borough, an Alaskan municipal corporation whose address is P.O. Box 1209, Haines, Alaska 99827, and \_\_\_\_\_, ("XX" or "Permittee"), a Haines company whose address is \_\_\_\_\_.

## **RECITALS**

1. Haines Borough issues permits for the conduct of commercial ski productions within the Haines Borough in accordance with the provisions of Chapters 5.04 and 5.18 of the Haines Borough Code.
2. XX has received a permit from Haines Borough authorizing XX to conduct commercial ski ski tour operations.
3. XX is contracting with a certificated air carrier authorized to operate helicopters in connection with the commercial ski tour operations conducted by XX.
4. A number of residents of Haines Borough are impacted by permitted helicopter-related activities and have expressed concerns to the Haines Borough about potential impacts of helicopter-use on wildlife, recreational users and Borough residents.
5. XX is willing to commit to take action to address concerns of some residents of Haines Borough regarding XX's permitted activity through a voluntary agreement with Haines Borough.
6. Haines Borough is willing to enter into a voluntary agreement with XX to establish requirements to be followed by XX and Haines to reduce the impacts of XX's permitted activity on Borough residents and wildlife in lieu of involuntary regulation of helicopter-related activities through provisions of the Haines Borough Code.

## **TERMS AND CONDITIONS**

### **A. Flight Rules**

1. Unless weather, safety conditions, mechanical difficulties or Federal Aviation Administration requirements dictate otherwise, XX shall require any helicopter transporting XX clients and crew to:
  - a. follow the access routes described below:
    - From the 33-Mile heliport - Use Porcupine Creek, McKinley Creek or Glacier Creek to access Porcupine Peak and Flower Mountain areas. Avoid Jarvis Creek, and the Klehini River to keep noise away from residences. Access the Mt. Jonathan Ward area from the Porcupine Peak area. Use a route directly

behind 33-Mile to access Four Winds area.

- From the 18-Mile heliport - Take off and approach should be down river to avoid residences. Routes to skiing areas should go directly across the Chilkat River and into the mountains. Avoid flying parallel to the Chilkat or Klehini Rivers. When flying to and from the Ferebee Glacier area, avoid Chilkoot Lake and Lutak residents.
  - From the Haines Airport- Fly directly up the Takhin Valley to access areas south of the Takhin and Tsirku Rivers. Fly directly across the Chilkat River and up the slope between Haska Creek and the Kicking Horse River to access areas south of Mt. Emmerich, including the Rainbow and Davidson Glacier areas. Avoid Haska Creek and Kicking Horse River. Avoid traversing slopes facing Chilkat Inlet to avoid residences.
  - Helicopters transiting between heliports should fly on the opposite side of the valleys from residences.
- b. Attain as quickly as practicable after takeoff and maintain a minimum elevation of 1,500 feet above ground level ("AGL") while in flight.
  - c. Maintain a minimum distance of one-half mile from wildlife on public lands while in flight and shall not hover over, circle or harass wildlife.
  - d. Maintain a distance of 1/2 mile above the valley floors except when (1) shuttling production crew and talent from the bottom to the top of a run, or (2) during landings and takeoffs.
  - e. Maintain a distance of 1/2-mile horizontal (ground level) distance or 1,500 feet AGL above observed recreational users except when (1) shuttling production crew and talent from the bottom to the top of a run, or (2) during landings and takeoffs.

## **B. Investigations of Reported Failures**

Any failure by Permittee to follow Flight Rules in this Agreement ("Permittee Failure") may be reported to the borough manager ("Manager").

Upon receipt of a reported Permittee Failure, the Manager shall investigate the matter and make a determination regarding whether a Permittee Failure has occurred. The results of this investigation shall be provided to Permittee and preserved in writing.

## **C. Consequences of Failure**

1. Any Permittee Failure may be considered by the Borough Manager when acting on future permit requests of the Permittee.
2. The parties recognize that the damages resulting from any Permittee Failure are not

capable of being measured in economic terms and include, among other things, a perceived reduction in the general quality of life of Haines residents, possible reductions in wildlife populations, reduced opportunity for quiet recreation and general inconvenience to the public. For this reason, the parties agree that Permittee shall pay to Borough as damages for any Permittee Failure and upon Borough's demand a sum of two-hundred dollars for each Permittee Failure.

**D. General Provisions**

1. Integration and Modification. This document contains the entire agreement of the parties hereto. All negotiations, statements, representations, warranties, and assurances, whether oral or written, which are in any way related to the subject matter of this Agreement or the performance of either party hereto are merged and integrated into the terms of this document. This Agreement may not be modified or amended except by a writing signed by both parties hereto, and any purported amendment or modification is without effect until reduced to a writing signed by both parties hereto.
2. Governing Law and Venue. This Agreement shall be construed and governed by the laws of the Haines Borough. All suits related to this Agreement shall only be brought in state superior court in the First Judicial District, State of Alaska, at Juneau.
3. Term. This Agreement shall be in effect until such time as the parties mutually agree in writing to terminate or modify the Agreement.

HAINES BOROUGH

XXXXXXX

\_\_\_\_\_  
Brad Ryan, Interim Borough Manager

\_\_\_\_\_  
Company Representative

\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
Date Signed