



Mackinac Island State Park Commission
Policy

Commercial Air Tour Operations

Minutes: May 26, 2023

The Mackinac Island Airport is in Mackinac Island State Park and under the jurisdiction of the Mackinac Island State Park Commission (Commission). The Mackinac Island Park Manager serves as the Airport Manager. Per Regulation (Mich Admin Code, R 318.146(a)), commercial operations on any of the properties under the jurisdiction of the Commission are prohibited without proper permission. This applies to helicopter tour operators at the Mackinac Island Airport. The occupancy and use of the Mackinac Island airport and its associated facilities, including the airport terminal and airport grounds, is a privilege that may be permitted at the discretion of the Commission and in consideration of Commission-approved permit rates.

At their September 23, 2022 meeting, the Commission approved the use of Airport grounds for Helicopter tours. Operators shall, in the judgment of the Commission, demonstrate before, and maintain throughout the term of the Permit, the following standards:

- Operator and Operator's personnel shall obtain and comply with, at Operator's sole cost and expense, all necessary licenses, permits, certifications, or ratings required for the conduct of Operator's activities at the Airport as required by the FAA, Commission, or any other duly authorized agency prior to engaging in any activity at the Airport.

Operator shall keep in effect and post in a prominent place, readily accessible to the public, all necessary or required licenses, permits, certifications, or ratings.

Upon request, Operator shall provide copies of such licenses, permits, certifications, or ratings to the Airport Manager no less than ten (10) business days prior to operating under, or receipt of, applicable licenses, permits, certifications or ratings.

Revocation of any license, permit, certification or rating by the applicable issuing authority must be reported to the Airport Manager within one (1) business day of notification if loss of permit will affect Operator's activities at the Airport.

- Operator shall procure, maintain, and pay premiums for insurance policies during the term of its Permit.

All insurance, which Operator is required by the Commission to carry and keep in force, shall name the Mackinac Island State Park Commission and the State of Michigan as additional insured, and at a minimum provide coverage of \$1,000,000.

Insurance policies shall contain, or be endorsed to contain, the following provisions:

1. "The Mackinac Island State Park Commission and State of Michigan is covered as additional insured with respect to: liability arising out of activities performed by or on behalf of operator;

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services of operator; premises occupied or used by operator; or vehicles, equipment, or aircraft owned, leased, hired, or borrowed by Operator.”

2. “Any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect the coverage provided to the Commission and the State of Michigan. Operator’s insurance shall apply separately to each insured against whom claim is made or suit is brought.”
3. “Coverage shall not be suspended, voided, or cancelled by either party or reduced in coverage’s or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been presented to the Commission.”

Certificates of insurance for the insurance required by regulatory measures and set forth by these Standards for each activity shall be submitted to the Commission prior to the issuance of a Permit, and shall be delivered to the Airport Manager upon issuance of a Permit. Operator shall furnish additional Certificates of Insurance thirty (30) days prior to any changes in coverage. Insurance coverage shall remain in full force and effect through the term of the Permit and certificates of insurance shall be kept current with the Airport Manager.

The limits stipulated herein for each activity represent the minimum coverage and policy limits that shall be maintained by the Operator to engage in activities at the Airport.

Any self-insured Operator shall furnish evidence of such self-insurance. Such evidence must be reviewed and approved in writing by the Commission. Any self-insured Operator shall defend, indemnify, save, protect, and hold harmless—both individually and collectively—the Mackinac Island State Park Commission and State of Michigan, and their representatives, officers, officials, employees, agents, and volunteers from any and all claims, demands, damages, fines, obligations, suits, judgments, penalties, causes of action, losses, liabilities, administrative proceedings, arbitration, or costs (including attorney’s fees) at any time received, incurred, or accrued as a result of, or arising out of Operator’s activities, actions, or inactions.

Operators may be required to secure appropriate environmental liability insurance with coverage limits appropriate for the type and level of environmental contamination exposure risk, as determined by the Commission.

- Operator shall submit permit application and pay permit fees, or other charges, as specified by the Commission for engaging in activities on a timely basis. The operator’s failure to remain current in the payment of any and all rents, fees, charges and other sums due to the Commission shall be grounds for revocation of the Permit. (See Commercial Helicopter Tour Operations Procedures for application process)

A Permit to operate at the Airport, which may include the use of land or improvements at the Airport, shall not be construed in any matter as granting any Operator an exclusive right.

If the Federal Aviation Administration (FAA) formally determines that any provision of this policy or any provision in a Permit constitutes a grant of an exclusive right prohibited by federal law, such

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provision shall be deemed null and void. The remaining provisions in this policy and provisions in the Permit shall remain in full force and effect.

The Airport Manager shall make any required determinations, interpretations, or judgments regarding whether an activity by an Operator or perspective Operator complies with this policy. No person shall be allowed to engage in aeronautical activities at the Airport under conditions that do not meet the standards set forth, unless an exemption has been approved by the Commission.

These standards shall apply to any new Permit or any amendment to any existing Permit relating to the occupancy or use of Airport land or improvements for engaging in general aviation aeronautical activities. If an Operator desires, under the terms of an existing Permit, to materially change its aeronautical activities, the Commission shall, as a condition of its approval of such change, require the person to comply with these standards unless an exemption has been approved by the Commission.

All Operators engaging in commercial Helicopter Tour Operations at the Airport shall meet or exceed the requirements of this section as well as the Standards applicable to the Operator's activities, as set forth in subsequent sections.

Use of Premises

Helicopter Operator is provided with a portion of property on the grounds and within the Mackinac Island Airport. Operator shall maintain the property in a clean, neat, orderly, and fully functional condition.

Paved, transient vehicle parking is available to accommodate airplane Operator on Airport premises and located in proximity to the terminal. The sufficiency of vehicle parking shall be determined in conjunction with the Airport Manager.

Airplane Operator will develop a Ramp Operations Plan that provides for the protection of the traveling public against dangers associated with an operating aircraft within the ramp and/or movement areas, operating practices and personnel for scheduling and loading/unloading passengers. Designated areas will be assigned to Operators for ramp operations. Operators must not conduct business in such a way that impedes ramp use by other aircraft. Airport management will be responsible for itinerant aircraft parking and will coordinate with air tour operators regarding ongoing operations. The Ramp Operation Plan shall be reviewed and approved by the Airport Manager before implementation.

Operator shall replace in like kind any property damaged by it, its employees.

Services

Services shall be provided on a reasonable, and non-discriminatory basis.

Operator shall conduct its activities on the premises in a safe, secure, efficient, courteous, prompt, and professional manner consistent with the degree of care and skill exercised by experienced operators providing comparable products, services, or facilities and engaging in similar activities in like markets.

The Operator is responsible for notifying the public whenever products and services are not available.

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Non-Discrimination

Operator shall not discriminate against any person or class of persons by reason of race, creed, color, national origin, sex, age, sexual orientation, gender identity or physical handicap in providing any products or services or in the use of any of its facilities provided for the public, or in any manner prohibited by applicable regulatory measures including without limitation Part 21 of the Rules and Regulations of the Office of the Secretary of Transportation effectuating Title VI of the Civil Rights Act of 1964, as amended or reenacted. (49 U.S.C. 21.1 et seq.)

Personnel

Operator shall provide its own personnel at the Airport during tour operations season to assist with scheduling and loading passengers. Personnel shall be qualified and authorized to represent and act on behalf of the Operator during all hours of activity with respect to the method, manner, and conduct of the Operator and Operator's activities.

Operator shall control the conduct, demeanor, and appearance of their employees and personnel. It shall be the responsibility of the Operator to maintain close supervision over aforementioned operator's employees and personnel in order to ensure that a high standard of products and services are provided in a safe, secure, and professional manner.

Indemnification and Hold Harmless

Operator shall defend, indemnify, save, protect, and hold harmless—both individually and collectively—the Mackinac Island State Park Commission and State of Michigan, and their representatives, officers, officials, employees, agents, and volunteers from any and all claims, demands, damages, fines, obligations, suits, judgments, penalties, causes of action, losses, liabilities, administrative proceedings, arbitration, or costs (including attorney's fees) at any time received, incurred, or accrued as a result of, or arising out of Operator's activities, actions, or inactions. Operator shall defend, indemnify, save, protect, and hold harmless—both individually and collectively—the Mackinac Island State Park Commission and State of Michigan, and their representatives, officers, officials, employees, agents, and volunteers from any and all claims, demands, damages, fines, obligations, suits, judgments, penalties, causes of action, losses, liabilities, administrative proceedings, arbitration, or costs (including attorney's fees) at any time received, incurred, or accrued as a result of, or arising out of contamination resulting from operations performed by Operator, its employees, its vendors or any other personnel used by the Operator.

Nothing herein shall constitute a waiver of any protection or immunity available under state or federal law to the Commission, Airport, or State of Michigan.