



Town of Qualicum Beach

AIRPORT ESTABLISHMENT AND OPERATION BYLAW Bylaw No. 457.05, 1998

CONSOLIDATED FOR CONVENIENCE ONLY

This is a consolidation of Bylaw No. 457.05 with the bylaws below. The amending bylaws have been combined with the original bylaw for convenience only. This consolidation is not a legal document. The Corporation does not warrant that the information contained in this consolidation is current. Certified copies of the original bylaws should be consulted to ensure accurate, current bylaw provisions.

Amending Bylaw	Date of Adoption
Bylaw No. 457.06	March 17, 2003
Bylaw No. 457.07	December 1, 2003
Bylaw No. 457.08	March 8, 2010
Bylaw No. 457.09	August 13, 2012
Bylaw No. 457.10	October 2, 2017
Bylaw No. 457.11	December 16, 2020
Bylaw No. 457.12	October 27, 2021

The bylaw numbers in bold in the margin of this consolidation refer to the last bylaw that amended each section of the principal bylaw: "Town of Qualicum Beach Airport Establishment and Operation Bylaw No. 457.05, 1998".

TOWN OF QUALICUM BEACH
BYLAW NO. 457.05

A Bylaw to establish the Qualicum Beach Municipal Airport
Pursuant to Section 717 of the *Municipal Act*

The Council of the Town of Qualicum Beach in open meeting assembled, enacts as follows:

1. This Bylaw may be cited as "Town of Qualicum Beach Airport Establishment and Operation Bylaw No. 457.05, 1998".

2. **INTERPRETATION:**

Unless the context otherwise requires, the following shall mean:

"Airport"	shall mean the Qualicum Beach Municipal Airport;
"Clerk"	shall mean the Municipal Clerk for the Town of Qualicum Beach, or his designate, as appointed by Council;
"Committee"	shall mean the Airport Management Advisory Committee as appointed by Council;
"Council"	shall mean the Council of the Town of Qualicum Beach;
"Municipality"	shall mean the Town of Qualicum Beach;
"Owner"	shall mean the owner of an aircraft or alternatively, that as the aircraft operator, he/she is lawfully in possession and control of the aircraft;
"Supervisor"	shall mean the person or persons appointed by Council to provide supervision of the Airport in the capacity of Airport Supervisor, and who shall report to the Municipal Clerk.

3. **AIRPORT LANDS:**

This Bylaw hereby establishes an Airport on those lands presently owned by the Municipality and known as:

Lot A, Plan 42657, D.L. 78, Nanoose District; and Lots 5, 6, 7, 8 & 9, Block 17, Plan 1694, Nanoose District

which are generally located at 1000 Ravensbourne Lane.

4. **GENERAL PROVISIONS:**

- (1) Council may permit the construction of buildings, structures and airport facilities including, but not limited to, runways, taxiways, aprons, fuel stations, runway lights, beacons and other navigational aids for the use of the Airport by the public.
- (2) All persons entering upon and using Airport facilities and services shall do so pursuant to the rules and regulations that may be established from time to time by Council.

5. **AIRCRAFT OPERATIONS REGULATIONS:**

- (1) Aircraft landings or take-offs are not permitted at the Airport between the hours of 22:00 hours and 06:00 hours.
- (2) Aircraft engines shall not be run up or tested at the Airport between the hours of 22:00 hours and 06:00 hours. The noise level is to be kept to a minimum so as not to disturb the people residing near the Airport.
- (3) No commercial ultra light aeroplane operation shall be conducted at the Airport.

6. **FEES & CHARGES:**

Council shall and hereby levies fees, charges and rates for services, facilities and leases provided at the Airport as detailed in "Schedule A" attached hereto and forming part of this Bylaw.

7. **AIRCRAFT PARKING:** (457.12)

Owners of aircraft parking on land at the Airport that is not leased shall be required to complete an Aircraft Tie Down Accommodation Agreement as shown in "Schedule C" attached hereto and forming a part of this Bylaw.

8. **DELETED** (457.06)

9. **AIRPORT SUPERVISOR'S DUTIES AND RESPONSIBILITIES:**

Council may appoint a person or persons as Airport Supervisor who will manage and supervise the day-to-day operations of the Airport in accordance with Council's rules, regulations and policies.

10. **OFFENCE:**

Every person who violates or breaches or who causes or allows to be violated or breached, any of the provisions of this Bylaw shall be guilty of an offence against this Bylaw and each day that such violation is caused or allowed to continue shall constitute a separate offence.

11. **SUMMARY CONVICTION:**

Every person who violates any of the provisions of this bylaw or who suffers or permits any act or thing to be done in contravention or violation of any of the provisions of this bylaw, or who neglects to do or refrains from doing anything required to be done by any of the provisions of this bylaw is guilty of an offence against this bylaw and liable, upon summary conviction, to a fine not exceeding Two Thousand Dollars (\$2,000.00).

12. “Airport Establishment and Operation Bylaw No. 457.02, 1995”, “Airport Establishment and Operation Bylaw No. 457.02, 1995, Amendment Bylaw No. 457.03, 1997” and “”, “Airport Establishment and Operation Bylaw No. 457.02, 1995, Amendment Bylaw No. 457.04, 1998” are hereby repealed.

READ A FIRST TIME this 6th day of April, 1998.

READ A SECOND TIME this 20th day of April, 1998.

READ A THIRD TIME this 4th day of May, 1998.

RECONSIDERED AND FINALLY ADOPTED this 6th day of May, 1998.

Mayor

Clerk

(457.12)

Town of Qualicum Beach
SCHEDULE "A" - Bylaw No. 457.05
Qualicum Beach Airport Fees

1. Leases

A square foot lease fee shall be levied for all leases, per annum, as follows:

Effective Date:	Jan. 1, 2021	Jan. 1, 2022	Jan. 1, 2023	Jan. 1, 2024	Jan. 1, 2025
Row 'A' (excluding Beaufort)	\$0.40	\$0.40	\$0.41	\$0.42	\$0.43
Agreement with The Air Cadet League of Canada, 893 Beaufort Squadron Sponsoring Committee (a registered society)	Rate as established in the agreement.				
Row 'B'	\$0.35	\$0.35	\$0.36	\$0.37	\$0.38
Row 'C'					
Occupied (as at the adoption of this bylaw)	\$0.29	\$0.29	\$0.30	\$0.30	\$0.31
Vacant (as at the adoption of this bylaw)	\$0.29	\$0.29	\$0.30	\$0.30	\$0.31
NOTE: Authorized Sub-leases may be subject to additional lease/agreement rates through the lease agreement approved by Council."					

2. Tie-Down Space:

A fee shall be levied for each airplane parked on the tie-down area, the paved ramp, or on leased land if the aircraft is not the property of the lessee, under an Aircraft Tie- Down Accommodation Agreement:

Effective Date:	Jan. 1, 2021	Jan. 1, 2022	Jan. 1, 2023	Jan. 1, 2024	Jan. 1, 2025
Grass Tie-Down					
Per Day	\$10.00	\$10.00	\$10.00	\$11.00	\$11.00
Per Month	\$70.00	\$70.00	\$75.00	\$75.00	\$80.00
Per Year	\$560.00	\$560.00	\$600.00	\$600.00	\$640.00
Paved Parking					
Per Day	\$15.00	\$15.00	\$15.00	\$17.00	\$17.00
Per Month	\$110.00	\$110.00	\$110.00	\$120.00	\$120.00
Paved Tie-Down on Ramp – Reserved for Commercial					
Commercial Non-Tenant:					
Per Day	\$15.00	\$15.00	\$15.00	\$17.00	\$17.00
Commercial Tenant					
Per Day (*)	\$15.00	\$15.00	\$15.00	\$17.00	\$17.00
Per Month (*)	\$110.00	\$110.00	\$110.00	\$120.00	\$120.00
Per Year (*)	\$880.00	\$880.00	\$880.00	\$960.00	\$960.00

* - Commercial tenants leasing office and counter space in the terminal are entitled to park 1 aircraft on the ramp as part of their lease. Additional aircraft will be charged at the current rate.

3. **Reserved Tie-Down Space:**

Every owner who wishes to reserve tie down space (as per section “7. Aircraft Parking”) shall be charged \$40.00 for the initial purchase of a tie-down cone from the municipality, and pay an annual fee of \$40.00 to retain the reserved tie down space.

4. **Transient Aircraft Parking:**

All transient aircraft parked on the Airport overnight will be billed based on the daily fee for the location they are parked.

5. **Airport User Fee:**

A fee shall be levied for all commercial or corporate air traffic that use the airport as follows:

On-Site Commercial/Corporate

Base of Operation is from the Qualicum Beach Airport and the tenant leases terminal space or a parcel of land.

Effective Date:	Jan. 1, 2021	Jan. 1, 2022	Jan. 1, 2023	Jan. 1, 2024	Jan. 1, 2025
Flying Schools					
Per Month (*)	\$300.00	\$310.00	\$320.00	\$330.00	\$340.00
Per Year (*)	\$2,400.00	\$2,480.00	\$2,560.00	\$2,640.00	\$2,720.00
Helicopter Companies					
Per Month (*)	\$300.00	\$310.00	\$320.00	\$330.00	\$340.00
Per Year (*)	\$2,400.00	\$2,480.00	\$2,560.00	\$2,640.00	\$2,720.00

* - These rates include 1 aircraft for commercial tenants leasing terminal space or a parcel of land in Row A, or B. Additional aircraft will be charged at the current rate.

Charges do not include GST.

Off-Site Commercial/Corporate

Base of Operation is outside the Qualicum Beach Airport.

Effective Date:	Jan. 1, 2021	Jan. 1, 2022	Jan. 1, 2023	Jan. 1, 2024	Jan. 1, 2025
Flying Schools					
Per Month (*)	\$400.00	\$410.00	\$420.00	\$430.00	\$440.00
Per Year (*)	\$3,200.00	\$3,280.00	\$3,360.00	\$3,440.00	\$3,520.00
Skydiving Companies					
Per Month (*)	\$400.00	\$410.00	\$420.00	\$430.00	\$440.00
Per Year (*)	\$3,200.00	\$3,280.00	\$3,360.00	\$3,440.00	\$3,520.00
Helicopter Companies (Charters and Training)					

Per Week (*)	\$200.00	\$205.00	\$210.00	\$215.00	\$220.00
Per Month (*)	\$400.00	\$410.00	\$420.00	\$430.00	\$440.00
Per Year (*)	\$3,200.00	\$3,280.00	\$3,360.00	\$3,440.00	\$3,520.00
Other Commercial Operators					
Per Month (*)	\$400.00	\$410.00	\$420.00	\$430.00	\$440.00
Per Year (*)	\$3,200.00	\$3,280.00	\$3,360.00	\$3,440.00	\$3,520.00

Charges do not include GST.

6. Airport Passenger User Fee:

- a) Every Operator (the “Operator”) of a scheduled air passenger service shall pay to the Town of Qualicum Beach (the “Town”) for each passenger on every flight of the Operator commencing at the Qualicum Beach Airport the following airport passenger user fee:

EFFECTIVE DATE	AIRPORT PASSENGER FEE
January 1, 2021	\$8.00 each
January 1, 2022	\$10.00 each
January 1, 2023	\$11.00 each

- b)
- i. The Operator shall remit to the Town of Qualicum Beach within fifteen (15) days of the end of each calendar month the total amount of airport passenger user fees which the Operator was liable under this Bylaw to pay to the Town for that month, less **Twenty-five Cents (\$.25) for each user fee charged** in consideration of the administrative costs of the Operator.
 - ii. If the Operator does not remit to the Town the airport passenger user fee within fifteen (15) days of the end of a calendar month, the Operator shall remit the total airport passenger user fees payable for that month to the Town within thirty (30) days of the end of that calendar month, and shall not withhold any percentage of that total amount.
- c)
- i. The Operator shall file to the Town, with each payment of the fees required under this Bylaw, a statement of the numbers of all passengers commencing and terminating flight at the Qualicum Beach Airport for each day and a total for the applicable month, and the total number of flights for the applicable month, showing in sufficient detail the information necessary to calculate exactly the fees payable under this Bylaw.
 - ii. The Operator shall keep proper books of account of passengers commencing and terminating flights at the Qualicum Beach Airport in a form satisfactory to the Town, and shall keep all books of account and aircraft journey log books available for inspection by any municipal official of the Town at all reasonable times.

7. **Meeting Room Rental Fee:**

The Airport Terminal meeting room is available for rental at the following rates:

- \$25.00 per hour
- \$150.00 per day

Charges do not include GST.

8. **Vehicle Parking Rate:**

The Airport Terminal metered parking lot space will be set at \$5 per day.

TOWN OF QUALICUM BEACH
BYLAW NO. 457.05
SCHEDULE “B”

DELETED (457.12)

TOWN OF QUALICUM BEACH
BYLAW NO. 457.05
SCHEDULE "C"

AIRCRAFT TIE DOWN ACCOMMODATION AGREEMENT

Owner/Authorized Operator of Aircraft:

("Owner")

Aircraft Registration Number:

("Aircraft")

Owner's Address:

Aircraft Type:

Gross Take-off Weight:

Telephone Nos.:

Res:

Bus:

Arrival Date:

Rate:

(Rates subject to change upon thirty (30) days written notice to Owner)

Accommodation Commencement Date:

Accommodation Termination Date:

An annual or monthly fee will be charged in accordance with the Airport Establishment and Operations Bylaw Fee Schedule.

In consideration of the Town of Qualicum Beach supplying the type of accommodation selected above for the Aircraft as described above, the undersigned agrees with the Municipality as follows:

1. The Owner warrants that it is the owner of the Aircraft or, alternatively, that as the Aircraft operator, he is lawfully in possession and control of the Aircraft and has proper and valid authority to enter into this Agreement on behalf of the Owner.
2. The Owner agrees to observe and obey the Air Regulations and the provisions of the "Town of Qualicum Beach Airport Establishment and Operations Bylaw No. 457.05, 1998" and amendments thereto.
3. The Owner acknowledges that it has the sole responsibility for the tying down and securing of the Aircraft on the Airport premises.
4. In the event of an earlier termination of accommodation than that specified above, the Owner agrees to give the Municipality 30 days notice in writing, and, unless notice in writing is received of a change in ownership of the Aircraft, the Owner shall be liable for any continuing charges levied by the Municipality in respect of this Agreement.

5. Provided that the Owner is not in default of any of the provisions of this Agreement, the Municipality agrees to permit the Owner or such other person or persons as may be designated in writing by the Owner to remove the Aircraft from the Airport upon reasonable notice to the Municipality.
6. If the Owner fails to pay any sum required to be paid by this Agreement or shall make default in performance of any of the terms and conditions of this Agreement, the Municipality, at its option, may declare this Agreement terminated and the total amount due hereunder from the Owner shall at once become due and payable in full and the Municipality shall have the right to take such steps as it may be entitled for the recovery of the total amount due hereunder together with all ancillary costs incurred.
7. The Municipality shall not be liable for any loss or injury to the Aircraft however caused.
8. The Owner hereby agrees to indemnify and save harmless the Municipality against any and all liability, loss, damages, cost or expense which the Municipality may hereafter incur, suffer or be required to pay by reason of any action, suit, demand, claim, proceeding, or otherwise arising from the loss of or injury to any property including the Aircraft.
9. This Agreement contains the full and complete understanding between the parties hereto with reference to the within subject matter, and supersedes all prior agreements and understanding whether written or oral pertaining thereto and cannot be modified except by a written instrument signed by each of the parties hereto. The Owner acknowledges that no representation or warranty not expressly contained in this Agreement has been made by the Municipality or any of its agents, employees or representatives.
10. Time is of the essence of this Agreement.
11. This Agreement shall inure to the benefit and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns.
12. All notices required to be given, or which may be given hereunder, shall be in writing, and shall be sent by registered mail, postage prepaid, or delivered personally, to the Owner at the address first mentioned above, and to the Municipality at:

Town of Qualicum Beach
#201 – 660 Primrose Street
P.O. Box 130
Qualicum Beach, B.C. V9K 1S7

Any of the parties to this Agreement may, by a like notice, designate a different address for the serving of notices and except as herein expressly provided, the date of mailing or delivery of such notice, as the case may be, shall be deemed to be the date of service of such notice.

13. All words and personal pronouns relating thereto shall be read and construed as the number and gender of the party or parties referred to in each case required, and the verb agreeing therewith shall be construed as agreeing with the required word and pronoun.

Where the context so requires, the singular of any word shall import the plural and the plural shall import the singular.

14. In the event that any one or more of the covenants and conditions herein shall be held to be in violation of or unenforceable because of any law, it is understood that none of the other rights or obligations herein shall be prejudiced or rendered unenforceable by reason thereof.
15. This Agreement shall be deemed to be made and construed in accordance with the laws of the Province of British Columbia.

Authorized Signatory
Town of Qualicum Beach

Date _____

Signature of Owner

Date _____