Agenda for the 10:00 a.m. Wednesday, November 26, 2025, Town of Qualicum Beach Special Council Meeting to be held in the Council Chamber, Municipal Office, 660 Primrose Street, Qualicum Beach, BC

Page No.

(This meeting may be recorded)

1. ADOPTION OF THE AGENDA

THAT Council adopts the November 26, 2025, special Council meeting agenda.

2. CORRESPONDENCE

2-5 (a) Receipt of Petition | "Protect Our Qualicum Beach Airport From Noise Complaints"

Staff Recommendation:

THAT Council receives the petition titled "Protect Our Qualicum Beach Airport From Noise Complaints" dated for reference November 1, 2025.

3. STAFF REPORT

6-22 (1) **Airport**

(a) Town of Qualicum Beach Airport Establishment and Operations Bylaw No. 457.05, 1998 Amendment (Fees Amendment) Bylaw No. 457.13, 2025

Staff Recommendation:

- 1. THAT "Town of Qualicum Beach Airport Establishment and Operations Bylaw No. 457.05, 1998 Amendment (Fees Amendment) Bylaw No. 457.13, 2025" be introduced and read a first time.
- 2. THAT "Town of Qualicum Beach Airport Establishment and Operations Bylaw No. 457.05, 1998 Amendment (Fees Amendment) Bylaw No. 457.13, 2025" be read a second time.

4. MOTION TO CLOSE

THAT the special meeting of Council be closed to the public, pursuant to sections 90(1)(e), (i) and (k) of the *Community Charter*, for the purpose of considering:

- (e) the acquisition, disposition or expropriation of land or improvements, if the council considers that disclosure could reasonably be expected to harm the interests of the municipality:
- (i) the receipt of advice that is subject to solicitor-client privilege, including communications necessary for that purpose;
- (k) negotiations and related discussions respecting the proposed provision of a municipal service that are at their preliminary stages and that, in the view of the council, could reasonably be expected to harm the interests of the municipality if they were held in public;

Following adoption of the above motion, the meeting will be closed to the public.

MEETING REOPENS TO THE PUBLIC

5. ADJOURNMENT

THAT Council adjourns the meeting.

NEXT SCHEDULED

REGULAR COUNCIL MEETING: Wednesday, December 10, 2025, at 10:00 am

Heather Svensen

Director of Corporate Services/Deputy CAO

From: <u>Chelsea Currie</u>
To: <u>Chelsea Currie</u>

Subject: Public Inquiry #00154121# Created - Council Business - Mayor and Council Feedback | Town of Qualicum Beach

Date: Monday, November 17, 2025 11:09:54 AM

Importance: Low

Subject: Airport Conundrum **To:** qbtown@qualicumbeach.com

From: Sec. 22

CC:



Dear Members of the Town Council,

I am writing regarding the recent discussions and petition efforts surrounding our local airport. I urge the council to carefully consider the long history and community value of this facility before making any changes that could jeopardize its operation.

The airport was built in 1954, long before the surrounding residential areas existed. It has served as a vital part of our town's identity and infrastructure for decades — supporting local businesses, emergency services, and recreational aviation. The current noise complaints come from homeowners who knowingly moved near an established airport. It seems unreasonable to expect the airport to alter its operations to accommodate what has always been part of its nature and purpose.

If the council is looking at financial concerns, I would suggest revisiting landing fees, as it's common practice at most airports. This would ensure fair use contributions without penalizing the existence or normal operation of the facility itself.

In short, please let the airport be. It has stood as a cornerstone of this community for over 70 years and deserves respect for its historical and practical importance.

Thank you for your time and consideration.

Attached is a petition to let the airport be.



c.org

Sincerely, Angie Roberts Nearby Airport Resident

Sent from my iPhone

Protect Our Qualicum Beach Airport From Noise Complaints



2,997 Verified signatures 🗸

The Issue

Wednesday, October 22, 2025 A17 **Qualicum Beach to expand** noise-sensitive areas to mitigate noise from airport

with 89 signatures was ed within flight paths, at presented to the town the end of runways.

Goldfuss emphasized with Coun. Scott Harpresented to the town the end of runways. restrict aircraft circuit posed NSAs, however, like the NSAs, and is redirecting the flight over residential areas, do present major chal-prohibit helicopter lenges, said Goldfuss, as training over residen-some of the suggested

areas to include the are in a flight path.

neighbourhoods of Goldfuss pointed out
Qualicum Woods, The a solution, which is the
Evergreens, Aldous creation of a Visual

Part Tourism Woods The Control Wood State of the property of the prop

address the concerns of adding NSAs and as Saanich. of residents regarding presented a report at vTPC, he said, is a As well, council was noise coming from the a recent town counspecialized chart withflight training circuits, are not regulations and fuss added, it does not ed by residents. helicopter training and are not enforceable. apply to instrument Council approved the flight paths. A petition They are also not locat-

tial areas and to charge areas are within the Supplement. question why staff is landing fees like other airport's flight path, at "While not enforce-favouring a few unurged the town to ex- added, can also be con- Staff has come up is more density. He is

option. Canada supports this Beach CAT4 Canada.

The Town of Qual- Airport manager approach and has been icum Beach has been Kevin Goldfuss readopted by airports in entry to include recomlooking for ways to searched the feasibility other jurisdictions such mended circuit proce-

provincial municipal arroys fine for the runway airports.

Some residents have arrival. NSAs, Goldfuss said Goldfuss to an area where:

tend the noise-sensitive are in a flight path with a flight path they also concerned w are in a flight path. with a flight path they also concerned w believe will help miti-Road, Cotton Wood Flight Rules Terminal recommended council new residents move

Qualicum Beach Airport.

Cal meeting. Goldfuss in the Canada Flight make an application explained NSAs are a Supplement that proto NAV Canada to The town has retool that can be used to vides detailed visual create new, additional ceived numerous com- address noise exposure flight rules guidance noise-sensitive areas in plaints, citing a variety concerns. However, he for navigating specific Qualcum Beach specific of sources that include informed council they areas. However, Goldinally the areas advocations are supported by the property of the property of

question why staff is redirecting the problem to an area where there Drive, Hemsworth Procedures Chart in the Road and Rupert Road. Canadian Flight Supplication to NAV complaints about the Council had directed plement for Qualicum Canada to create a noise from the airport. Living beside our beloved Qualicum Beach Airport has been a source of immense pride and joy for me and many in our community. Watching planes and helicopters take off and land right from my own backyard fills me with awe and admiration. Among these magnificent sights, witnessing warplanes soar through the sky during Remembrance Day, shaking the house with their mighty roar, is an experience I treasure deeply. It's not just the aircraft themselves; it's the history, passion, and dedication behind every flight that make this place so meaningful.

Our airport is home to the local air cadets, who have worked diligently to build their own hangar. This space allows aspiring young pilots to learn to fly, fostering dreams and skills that will guide their future. There's nothing quite like seeing these cadets embark on their educational journey, right from our backyard.

Recently, the value of our airport became even more evident during the summer firefighting efforts. With a conveniently located fuel station, helicopters were able to launch rapidly, playing a critical role in controlling local fires and protecting our homes and natural environment.

Moreover, our airport hosts the local search and rescue operations. These teams conduct vital drills, ensuring preparedness for emergencies that can save lives and property. Their activities underscore the importance of having an equipped base within our reach. Some members of our community, however, have voiced increasing complaints about the noise emanating from the airport. It's concerning that these minor discomforts overshadow the significant role our airport plays in community life. The truth is, the airport was here long before most of us settled in, and its benefits far outweigh the noise it produces. The airport enhances our town's cultural and historical identity. It's vital that we protect it from unnecessary noise complaints that only serve to jeopardize its existence and diminish its role in our lives.

I urge our community members to appreciate the historical and contemporary significance of our airport and to join us in preserving this invaluable asset. Let's focus on the joy and utility the airport brings rather than the minor inconveniences it may cause. Please sign this petition to help safeguard the future of our Qualicum Beach Airport and keep it a cherished part of our community. Together, we can ensure that it remains a source of pride and joy for generations to come.

TOWN OF QUALICUM BEACH

STAFF REPORT

File No.3900-20-457.13

TO: Lou Varela, Chief Administrative Officer

FOR: Regular Council Meeting

DATE: November 26, 2025

FROM: Kevin Goldfuss, Airport Manager

SUBJECT: Town of Qualicum Beach Airport Establishment and Operations Bylaw No.

457.05, 1998 Amendment (Fees Amendment) Bylaw No. 457.13, 2025.

GOVERNANCE DECISION

Council is requested to consider first and second reading of "Town of Qualicum Beach Airport Establishment and Operations Bylaw No. 457.05, 1998 Amendment (Fees Amendment) Bylaw No. 457.13, 2025."

RECOMMENDATIONS:

- 1. THAT "Town of Qualicum Beach Airport Establishment and Operations Bylaw No. 457.05, 1998 Amendment (Fees Amendment) Bylaw No. 457.13, 2025" be introduced and read a first time.
- 2. THAT "Town of Qualicum Beach Airport Establishment and Operations Bylaw No. 457.05, 1998 Amendment (Fees Amendment) Bylaw No. 457.13, 2025" be read a second time.

PURPOSE

The purpose of this Report is to outline the proposed changes to "Town of Qualicum Beach Airport Establishment and Operations Bylaw No. 457.05, 1998" and outline alternatives considered throughout the drafting of this Bylaw Amendment.

BACKGROUND

December 11, 2024, Council adopted the following Strategic Initiative:

R24-317 THAT an Airport Bylaw Review be undertaken by staff in 2025; AND FURTHER THAT complaints regarding Airport activities, other than turns to the North which fall under the Noise Abatement Procedure, will not require staff investigation by Closed Circuit TV (CCTV) footage effective upon Council's endorsement of the Initiative titled Airport Bylaw Review.

November 26, 2025 Regular Council Meeting –**Airport Establishment and Operations Bylaw No. 457.05, 1998 Amendment (Fees Amendment) Bylaw No. 457.13, 2025.** Page **2** of **7**

When reviewing "Town of Qualicum Beach Airport Establishment and Operations Bylaw No. 457.05, 1998 Amendment (Fees Amendment) Bylaw No. 457.13, 2025" the following comparators were used:

Table 1 All comparators (10) were used to calculate the average of Fees and Charges

UNCONTROLLED AIRSPACE	CONTROLLED AIRSPACE
Tofino*	Quesnel
Vernon	Williams Lake
Trail	Campbell River
	Nanaimo
*Air Traffic Control (Nav Canada) from Port	Pitt Meadows
Hardy is used at Tofino.	Boundary Bay
	Port Hardy

Summary of changes in the Bylaw

- 1. Updated definitions (Section 2)
 - Definitions of Airport Manager, Accountable Executive, CAO, and Owner were updated.
 - Definition of Committee was removed as the Committee was disbanded and is now captured in Committee of the Whole Airport meetings held twice annually.
- 2. Updated General Provisions (Section 4)
 - Provision 3 added to identify the CAO as Accountable Executive.
- 3. Updated Airport Manager Duties and Responsibilities (Section 9)
 - Provision updated to reflect role and responsibilities of Airport Manager from the previously termed "Airport Supervisor".
- 4. Updated Schedule A Qualicum Beach Airport Fees

DISCUSSION

Detailed overview of Airport Fee Changes:

All rates, with the exception of the terminal lease rates, were reviewed and updated to reflect the average rates of all comparators that charge similar fees. Terminal lease rates will be addressed in a subsequent report given contractual agreement. 2026 rates reflect the average of all comparators, and a 3% increase was implemented for 2026 and every year after. The Town's lease rates for the previous 5 years were established in 2021 and included a minimal increase. This has resulted in the Airport Lease fees being below the mean rate of competitors. An initial increase is required in 2026 to bring these rates up to a rate that is comparable with similar airports (see table 1).

<u>Lease Rates – Hangar Leases:</u>

Lease Rates of comparators were reviewed and updated to reflect the mean rate. This represents an increase from 2025 of:

\$0.43/sq. ft to \$0.55/sq ft in Row 'A' in 2026,

\$0.38/sq. ft to \$0.47/sq ft in Row 'B' in 2026, and

\$0.31/sq. ft to \$0.39/sq ft in Row 'C' in 2026.

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The 2026 hangar lease rates proposed above would result in an increase in revenue of approximately \$18,000 annually, provided there are no changes to tenants. A monthly authorized sub-lease maintenance fee is included at \$242.00 per month for 2026. This is an increase of approximately \$31 per month from the current variable sub-lease rate. Sub-lease holders are still required to pay User Fees.

Aircraft Parking and Tie-Down Space

Daily rates serve as a minimum rate charged for aircraft parking and tie-down space. Under the new Bylaw, the Commercial tenant leasing terminal space would be entitled to park two aircraft on the paved ramp. The Bylaw also establishes reserved tie-down spaces and a cone system to identify reserved spaces for lease holders and regular users. This system will also allow better tracking overall of users at the Airport. A separate area will be designated and signed for transient aircraft parking.

Aircraft parking fees and tie-downs were increased to align with the average aircraft parking fees of comparators. Fees were increased as follows:

- Daily aircraft parking and tie-down fees were increased for grass tie-down space from \$11.00/day in 2025 to \$12.50 in 2026.
- Monthly tie-down fees increased for grass tie-down space from \$80.00/month in 2025 to \$82.50 in 2026.
- Annual tie-down fees were increased for grass tie-down space from \$640.00/year in 2025 to \$660.00 in 2026.
- Daily tie-down fees were increased for paved tie-down space from \$17.00/day in 2025 to \$17.50 in 2026.
- Monthly tie-down fees were increased for paved tie-down space from \$120.00/month in 2025 to \$123.75 in 2026.
- Annual tie-down fees were added for paved tie-down space at \$989.00/year, which is the same as the commercial tenant rate.

The above proposed changes will result in a nominal revenue increase. The proposed rate increase above will be offset by a reduction in tie-down fees resulting from moving from one allowed aircraft on the paved ramp to two allowed aircrafts for Commercial tenants leasing terminal space.

Airport User Fees

Currently, Airport User Fees are one of the main sources of revenue from the Airport. In 2024, the Town billed \$17,800 for User Fees at the Airport. As there are a limited number of uncontrolled airports, there are few comparators that use a user fee system. As such, a 3% increase was added from 2025 to all Airport User Fees.

On-site commercial/corporates rates were adjusted from:

- \$340/month for on-site commercial/corporate users in 2025 to \$350.25/month in 2026
- \$2,720/year in 2025 to \$2,801.75/year in 2026.

Off-site commercial/corporate rates were adjusted from:

- \$440.00/month in 2025 to \$453.25 in 2026
- \$3,520/year in 2025 to \$3,625.75/year in 2026.

Town of Qualicum Beach

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Airport User Fees are currently only charged for on-site or off-site commercial/corporate entities.

Airport Passenger Fee

Airport Passenger Fees are fees applied to commercial carriers for each enplaned passenger and are standard fees at most airports. The Airport Passenger Fees were increased from \$11.00 per enplaned passenger (a rate that has not been updated since 2023) to \$13.00 in 2026 to the average fee charged across comparators.

Vehicle Parking Rate

The Vehicle Parking Rates were adjusted to reflect the average daily parking rates across comparators. This meant a rate adjustment from \$5.00/day in 2025 to \$8.00/day in 2026.

Fuel Services Charge

The current fuel services charge is \$0.27 per litre. The proposed Bylaw changes the Fuel Services Charge to the greater of 20% or \$0.27 per litre on the purchase price of both AvGas and JetA fuel offered for sale at the Airport. 20% is the average surcharge, charged across comparators, who use percentage for calculation.

Gate Card

Gate Card fees were added to the Bylaw to recover costs of issuing new or replacement gate access cards. Gate Card fees are \$25.00 plus tax.

Advertising Fees

Advertising Fees were added to the Bylaw as there have been requests to place advertisements in the Airport Terminal. This is a common practice of airports, and the rates were determined on the average prices charged per month and year for promotional materials being available and on display at an airport. The proposed rate is \$20.00/month and \$80.00/year.

Schedule 'C' Aircraft Tie-Down Accommodation Agreement Removed from the Bylaw Schedule 'C' was removed from the Bylaw in order to allow for staff to make modifications to the form without amending the Bylaw. Reference to Schedule 'C' has been modified to reflect "the form required by the Town".

Review of Airport Landing Fees

The Town transitioned away from collecting Airport Landing Fees in 2021. It was noted in the March 17, 2021, Regular Council Meeting report that the change was proposed for the following reasons:

"...it was challenging and time-consuming for staff and airport users to track and report their landings. It is difficult and time-consuming for both the Town and the airport user to count and record actual landings. As we don't have full-time staff at the airport, the onus would be on an operator to count landings every time they used the airport."

Since 2021, the Town has retained an Airport Manager for 3 days a week. Given operational requirements, capital projects, and Council's Strategic Initiatives for the Airport, there is not capacity to monitor departures and arrivals at the Airport.

November 26, 2025 Regular Council Meeting –**Airport Establishment and Operations Bylaw No. 457.05, 1998 Amendment (Fees Amendment) Bylaw No. 457.13, 2025.** Page **5** of **7**

For an airport to charge Landing Fees, including for touch-and-go operations, the aircraft must be identifiable. This is typically done using **Automatic Dependent Surveillance–Broadcast (ADS-B)**. ADS-B is a surveillance technology in aviation that allows an aircraft to use its GPS and other sensors to determine its position and broadcast that information periodically to air traffic control and other aircraft. This enables more accurate tracking and enhances safety by providing a more precise view of an aircraft's position, speed, and altitude compared to traditional radar. It can also provide pilots with in-cockpit traffic and weather information.

Because Qualicum Beach is located in uncontrolled air space and does not have a flight services station (NAV CANADA) to record takeoffs, landings, or touch-and-go operations, staff have been researching available technologies such as cameras and aircraft movement tracking systems.

✓ Vector Airport Systems, known as PLANEPASS, is a U.S.-based company that provides a combination of cameras installed along runways and ADS-B monitoring. This combination allows for both visual confirmation and electronic data collection. Staff received a quote from Vector Airport Systems: the installation cost was \$50,000 USD, with an annual lease and maintenance cost of \$12,000 USD. However, Vector provided the following statement for the context of the Qualicum Beach Airport:

"Given the tracking challenges, we have low confidence that the system would accurately capture every touch-and-go. Overall, we have significant concerns about the system's effectiveness and whether the revenue generated would justify the investment."

✓ ALFA Aero Solutions is an Ottawa-based company that provides data collection technology using ADS-B tracking through their ALFA Aircraft Movement Tracker (AAMT) software. This software tracks aircraft equipped with ADS-B and can collect data for landings, touch-and-go operations, and other movements such as circuits.

It should be noted that not all aircraft are equipped with ADS-B—particularly older aircraft—which would result in inconsistencies in data collection. Consequently, not all aircraft using the Qualicum Beach Airport would be recorded.

Council may wish to consider entering into a one-year equipment lease agreement (in 2026) with ALFA Aero Solutions to provide the Qualicum Beach Airport with the ALFA Aircraft Movement Tracker (AAMT). This system would provide data on the number of ADS-B—equipped aircraft using the Airport. At the end of 2026, staff would bring forward a report to Council summarizing the number of ADS-B—equipped aircraft that used the Airport. Should this be an effective technology that reports broad ADS-B equipped aircraft utilizing the Airport, Council could revisit implementing landing fees at the Airport after 2026. During that period, staff will be able to estimate the required staff time to review the data and assess the appropriate landing fees.

The cost associated with a one-year agreement would be **\$5,500**, plus applicable taxes. Staff time would also be required, and it is unclear what the operational impact would be, but it is anticipated that it could be prioritized within the workplan.

November 26, 2025 Regular Council Meeting –**Airport Establishment and Operations Bylaw No. 457.05, 1998 Amendment (Fees Amendment) Bylaw No. 457.13, 2025.** Page 6 of 7

Note: If Council chooses to enter into a one-year agreement with ALFA Aero Solutions, Council direction will be required.

FINANCIAL IMPLICATIONS

The proposed revisions to the Bylaw will generally result in an approximate 3% increase in revenue from 2025, helping to keep pace with inflation. The proposed rates were calculated based on the average rates of comparable airports. Council may wish to consider setting fees higher than the average. Overall implications for the proposed Bylaw from increases to Hangar Lease Rates, Airport Passenger Fees, User Fees, Tie-down Fees and Vehicle Parking Fees is estimated to be an increase in revenue of \$28,000 for 2026.

The adjustment from \$0.27 per liter fuel surcharge to a 20% fuel surcharge, or which ever amount is greater, is excluded from this calculation as it is based on the volume of fuel sales. 2025 net profit from fuel sales is projected to be approximately \$35,000.

If Council chooses to enter a one-year contract with ALFA Aero Solutions, there will be a financial impact on the Airport's 2026 operating budget of \$ 5,500.00 plus tax.

PUBLIC PARTICIPATION SPECTRUM (IAP2)

INFORM CONSULT INVOLVE COLLABORATE EMPOWER Provide balanced Obtain feedback Work directly Partner with Final decision and objective with stakeholders stakeholders in making in the on analysis, alternatives, data to assist in to ensure each aspect of hands of the understanding and/or decisions concerns and the decision, stakeholders development of issues, aspirations are alternatives, understood and alternatives, and opportunities, considered identification of preferred and solutions solutions

Public Participation Framework developed by the International Association for Public Participation – IAP² International.

INFORM:

 Notice will be given through the Town's Website, posting at the Airport, and correspondence with tenants regarding fee changes. Council may determine whether additional consultation with users is required in advance of adopting the Bylaw.

STRATEGIC PLAN ALIGNMENT

Council's Strategic Plan Focus Area(s) supported by this initiative:

• Good Governance: To govern for the public interest of our community while managing competing interests, ensuring availability of transparent and accessible information, fostering respectful public engagement, and demonstrating ethical values.

November 26, 2025 Regular Council Meeting -Airport Establishment and Operations Bylaw No. 457.05, 1998 Amendment (Fees Amendment) Bylaw No. 457.13, 2025. Page **7** of **7**

SUMMARY

This Report provides a summary of the updated Airport Fees and Bylaw provisions, as well as options for collecting data from ADS-B-equipped aircraft for landings, takeoffs, touch-and-go operations, and circuits.

ALTERNATIVE OPTIONS

- 1. THAT Airport Fees be based on the [value to be provided by Council] percentile of comparators.
- 2. THAT the annual rate increase be set at [value to be provided by Council] %.

APPROVALS

Report respectfully submitted by Kevin Goldfuss, Airport Manager.

for Kevin Goldfuss Airport Manager Report Author

Lou Varela, MCIP, RPP Chief Administrative Officer

Concurrence

for Raj Hayre Director of Finance Concurrence

REFERENCES

Attachment 1: Bylaw 457.13 "Airport Establishment and Operations Bylaw No.

457.05, 1998 Amendment (Fees Amendment) Bylaw No. 457.13, 2025"

"Town of Qualicum Beach Miscellaneous Rates Bylaw No. 638, 2009, Attachment 2:

Amendment (Airport Fees) Bylaw No. 638.07, 2025"

Attachment 3: Airport Tie-Down Accommodation Agreement

TOWN OF QUALICUM BEACH

BYLAW NO. 457.13 A BYLAW TO AMEND AIRPORT ESTABLISHMENT AND OPERATION BYLAW Bylaw No. 457.05, 1998

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

1. Section 2 "Interpretation" is hereby deleted and replaced with the following:

Unless the context otherwise requires, the following shall mean:

Airport means the Qualicum Beach Municipal Airport;

Airport Manager means the person responsible for overseeing the day-to-day operations of the airport, and who shall report to the Accountable

Executive.

Accountable Executive

means the single identifiable person appointed by Council who assumes responsibility for the organizations financial and human resources necessary for the operations or activities authorized under the certificate and ensuring compliance with the Canadian Aeronautics Regulations; for the Town of Qualicum Beach, that

individual is the Chief Administrative Officer (CAO);

CAO means the Chief Administrative Officer for the Town of Qualicum

Beach;

Council means the Council for the Town of Qualicum Beach;

Owner means an individual who is lawfully in possession and control of an

aircraft.

Town means the Town of Qualicum Beach;

- 2. Section 4 "General Provisions" is hereby amended:
 - (a) Section 4.(2) be deleted and replaced with:
 - (2) All persons entering upon and using Airport facilities and services shall do so pursuant to the rules and regulations that may be established and amended from time to time.
 - (b) Section 4(3) be added:
 - (3) The CAO is hereby appointed Accountable Executive of the Qualicum Beach Airport.

Town of Qualicum Beach Airport Establishment and Operations Bylaw No. 457.05, 1998 Amendment (Fees Amendment) Bylaw No. 457.13, 2025 Page **2** of **2**

3. Section 6 "Fees and Charges" be deleted and replaced with:

6. Fees and Charges

Council shall and hereby levies fees, charges and rates for services, facilities and leases provided at the Airport as detailed in the Town's Miscellaneous Rates Bylaw as amended from time to time.

4. Section 7 "Aircraft Parking" be deleted and replaced with:

7. Aircraft Parking

Owners of aircraft parking on land at the Airport that wish to reserve a tie-down space shall be required to complete an Aircraft Tie Down Accommodation Agreement in the form required by the Town.

5. Section 9 "Airport Supervisor's Duties and Responsibilities" be deleted and replaced with:

9. <u>Airport Manager's Duties and Responsibilities</u>

The Airport Manager will manage and supervise day-to-day operations of the Airport in accordance with the municipal bylaws and policies relevant to the Airport, as well as Transport Canada and NAV Canada's regulations.

- 6. Schedule 'A' "Bylaw No. 457.05 Qualicum Beach Airport Fees" is hereby deleted.
- 7. Schedule 'C' "Aircraft Tied Down Accommodation Agreement" is hereby deleted.
- 8. This Bylaw may be cited as " Town of Qualicum Beach Airport Establishment and Operations Bylaw No. 457.05, 1998 Amendment (Fees Amendment) Bylaw No. 457.13, 2025".

INTRODUCED FOR FIRST READING THIS	day of, 2025.
READ A SECOND TIME thisday of	, 2025.
READ A THIRD TIME thisday of	, 2025.
ADOPTED thisday of, 202	25.
Teunis Westbroek Mayor	Heather Svensen Corporate Administrator

TOWN OF QUALICUM BEACH BYLAW NO. 638.07

A Bylaw to amend Town of Qualicum Beach Miscellaneous Rates Bylaw No. 638, 2009

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

1.	This bylaw may be cited for all purposes as "Town of Qualicum Beach Miscellaneous Rates Bylaw No. 638, 2009, Amendment (Airport Fees) Bylaw No. 638.07, 2025".					
2.	"Town of Qualicum Beach Miscellaneous Rates Bylaw No. 638, 2009" is hereby amended by: (1) Inserting Schedule "H" Airport Rates and Fees.					
	attached as Schedule "A" and forming	g part of this Bylaw.				
3.	These rates are to come into effect Ja	anuary 1, 2026.				
READ	• A FIRST TIME this day of	, 2025.				
READ	A SECOND TIME this day of	, 2025.				
READ	A THIRD TIME this day of	, 2025.				
ADOP	PTED this day of	, 2025.				
Teunis	s Westbroek, Mayor	Heather Svensen, Director of Corporate Services				

Schedule "A" "Town of Qualicum Beach Miscellaneous Rates Bylaw No. 638, 2009, Amendment Bylaw No. 638.03, 2025"

1. Leases

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

Effective Date:	Jan. 1, 2026	Jan. 1, 2027	Jan. 1, 2028	Jan. 1, 2029	Jan. 1, 2030
Row 'A'	\$0.55	\$0.57	\$0.59	\$0.61	\$0.63
Row 'B'	\$0.47	\$0.48	\$0.50	\$0.51	\$0.53
Row 'C'					
Occupied (as at the adoption of this bylaw)	\$0.39	\$0.40	\$0.41	\$0.43	\$0.44
Vacant (as at the adoption of this Bylaw)	\$0.31	\$0.32	\$0.33	\$0.34	\$0.35
Authorized Sublease Monthly Maintenance Fee	\$242.00	\$250.00	\$257.00	\$265.00	\$273.00

^{*}Charges do not include applicable taxes.

2. Tie-Down Space

A fee shall be levied for each aircraft parked on the tie-down area, the paved ramp, or on leased land if the aircraft is not the property of the lessee, under a Aircraft Tie-Down Accommodation Agreement. The daily rate will serve as the minimum rate charged for aircraft parking.

Commercial tenants leasing office and counter space in the terminal are entitled to park two aircraft on the ramp. Additional aircraft will be charged at the current rate.

Effective Date:	Jan. 1, 2026	Jan. 1, 2027	Jan. 1, 2028	Jan. 1, 2029	Jan. 1, 2030
Grass Tie-Down					
Per Day	\$12.50	\$13.00	\$13.50	\$14.00	\$14.50
Per Month	\$82.50	\$85.00	\$87.50	\$90.00	\$92.75
Per Year	\$660.00	\$679.00	\$699.00	\$720.25	\$742.00
Paved Parking					
Per Day	\$17.50	\$18.00	\$18.50	\$19.00	\$19.50
Per Month	\$123.75	\$127.25	\$131.25	\$135.00	\$139.00
Per Year	\$989.00	\$1018.50	\$1049.00	\$1080.50	\$1113.00
Paved Tie-Down					
on Ramp –					
Reserved for					
Commercial					
Commercial Non-					
Tenant:					
Per Day	\$17.50	\$18.00	\$18.50	\$19.00	\$19.50
Commercial					
Tenant					
Per Day (*)	\$17.50	\$18.00	\$18.50	\$19.00	\$19.50

Per Month (*)	\$123.75	\$127.25	\$131.25	\$135.00	\$139.00
Per Year (*)	\$989.00	\$1018.50	\$1049.00	\$1080.50	\$1113.00

^{*}Charges do not include applicable taxes.

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 in the designated tie-down area will be billed based on the daily tie-down fee for the location they are parked.

5. Airport User Fee

A fee shall be levied per aircraft for all commercial, corporate, flight school or other for -profit business user that use the airport as follows:

On-site Commercial/Corporate/ Flight School or Other For-Profit Business Entity
The company's base of operations is from Qualicum Beach Airport and the tenant
leases terminal space or a parcel of land.

Effective Date:	Jan. 1, 2026	Jan. 1, 2027	Jan. 1, 2028	Jan. 1, 2029	Jan. 1, 2030
Flying Schools					
Per Month (*)	\$350.25	\$360.75	\$480.75	\$371.50	\$382.75
Per Year (*)	\$2,801.75	\$2,885.75	\$2,972.25	\$3,061.25	\$3,153.25
Helicopter Companies					
Per Month (*)	\$350.25	\$360.75	\$480.75	\$371.50	\$382.75
Per Year (*)	\$2,801.75	\$2,885.75	\$2,972.25	\$3,061.25	\$3,153.25
Commercial Airline					
Per Month (*)	\$350.25	\$360.75	\$480.75	\$371.50	\$382.75
Per Year (*)	\$2,801.75	\$2,885.75	\$2,972.25	\$3,061.25	\$3,153.25

^{*}Rates include one (1) aircraft for commercial tenants leasing or subleasing terminal space or a parcel of land in Row A or B. Additional aircraft will be charged at the current rate.

Off-site Commercial/Corporate/Flight School or Other For-Profit Business Entity The company's base of operations is outside the Qualicum Beach Airport.

Effective Date:	Jan. 1, 2026	Jan. 1, 2027	Jan. 1, 2028	Jan. 1, 2029	Jan. 1, 2030
Flying Schools					
Per Month (*)	\$453.25	\$466.75	\$480.75	\$495.25	\$510.00
Per Year (*)	\$3,625.75	\$3,734.25	\$3,360.00	\$3,846.50	\$3,961.75
Skydiving Companies					

^{*}Charges do not include applicable taxes.

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Per Month (*)	\$453.25	\$466.75	\$480.75	\$495.25	\$510.00
Per Year (*)	\$3,625.75	\$3,734.25	\$3,360.00	\$3,846.50	\$3,961.75
Helicopter Companies (Charters and Training)					
Per Week (*)	\$226.50	\$233.50	\$240.50	\$247.75	\$255.00
Per Month (*)	\$453.25	\$466.75	\$480.75	\$495.25	\$510.00
Per Year (*)	\$3,625.75	\$3,734.25	\$3,360.00	\$3,846.50	\$3,961.75
Other Commercial Operators					
Per Month (*)	\$453.25	\$466.75	\$480.75	\$495.25	\$510.00
Per Year (*)	\$3,625.75	\$3,734.25	\$3,360.00	\$3,846.50	\$3,961.75

^{*}Charges do not include applicable taxes.

6. Airport Passenger Fee

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

EFFECTIVE DATE	AIRPORT PASSENGER FEE
January 1, 2026	\$13.00 per enplaned passenger
January 1, 2027	\$13.50 per enplaned passenger
January 1, 2028	\$14.00 per enplaned passenger
January 1, 2029	\$14.50 per enplaned passenger
January 1, 2030	\$15.00 per enplaned passenger

^{*}Charges do not include applicable taxes.

- (2) (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.
- (3) (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 applicable taxes.

8. Vehicle Parking Rate

The Airport Terminal metered parking lot space will be set at \$8.00 per day, subject to annual review and increase by the Airport Manager to ensure that rates remain comparable.

9. Fuel Services

Airport Fuel Services will charge cost plus an additional 20% per litre or \$0.27 per litre, whichever is greater, based on most recent bulk fuel purchases for AvGas and JetA Fuel.

10. Gate Cards

New or Replacement Gate Cards: \$25.00 Charges do not include applicable taxes.

11. Advertising Fees

Requests for advertising in the Qualicum Beach Airport Terminal will be charged at the following rates:

- \$20.00 per month
- \$80.00 per year

Charges do not include applicable taxes.

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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 char	nge upon thirty (30) days written notice to Owner)
Accommodation Commencement Date	e:
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.
- 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.

Bylaw No 457.05 Page 10

- 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.

Bylaw No 457.05 Page 11

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	Signature of Owner
Date	Date