

DISTRICT OF CHETWYND

BYLAW NO. 958, 2012

A bylaw to regulate use and impose fees for the operation of the Chetwynd Municipal Airport

WHEREAS pursuant to the *Community Charter* Council may regulate, prohibit and impose requirements with respect to the operation of the Chetwynd Municipal Airport;

NOW THEREFORE the Council of the District of Chetwynd in open meeting lawfully assembled hereby enacts as follows:

1. CITATION

- 1.1. This bylaw may be cited as the “District of Chetwynd Airport Regulation & Fees Bylaw No. 958, 2012”.

2. DEFINITIONS

- 2.1. In this bylaw:

“**Aircraft**” includes any fixed-wing or rotating wing aircraft;

“**Airport**” means the Chetwynd Municipal Airport and those lands that are part of the airport operations, both airside and non-airside;

“**Airport Manager**” means the person appointed by the Council as the Manager of the Airport from time to time for the municipality;

“**Council**” means the Council of the District of Chetwynd;

“**Municipality**” means the District of Chetwynd;

“**Occupant**” means one who occupies or uses a particular place at the airport.

“**Vehicle**” means a device in, on or by which a person or thing is or may be transported or drawn on a highway, but does not include a device designed to be moved by human power, a device used exclusively on stationary rails or tracks or a motor assisted cycle.

3. GENERAL PROVISIONS

- 3.1. In the event a person carrying on a permitted business fails to maintain liability insurance as required pursuant to any lease, licence or agreement made between that person and the municipality, or fails to comply with any term of the letter of consent, contract, permit, lease or licence, the Council or Airport Manager may terminate such existing letter of consent, contract, permit, lease or licence issued with respect to that business or may suspend such letter of consent, contract, permit, lease or licence until such insurance requirements are fulfilled or until such violation is remedied.

4. USE OF AIRPORT LANDS

- 4.1. The Municipality shall not be liable for any detriment, damage, accident or injury of any nature whatsoever, however caused, to any person or property including, but not limited to, any structure, erection, aircraft, equipment, materials, supplies, motor or other vehicles, fixtures and articles erected, brought, placed, or made on or about the Airport, unless such damage or injury is caused by the negligence of the municipality or its employees while acting within the scope of their employment.

- 4.2. Airport Occupants shall:

- (a) be liable for any damage to the Airport which may be caused by the Occupant, with the exception of ordinary wear and tear. No Occupant shall do or suffer any waste or damage to the Airport or use of, permit to be used any part of the Airport for any dangerous, noxious or offensive trade or business; nor shall cause or maintain any nuisance or do or maintain anything which shall be a disturbance to other users at the Airport.
- (b) at all times, permit the Municipality, its employees and agents to enter leased or licenced space for the purpose of inspection, servicing, repair, maintenance and construction of the Airport.
- (c) maintain, during the currency of a lease of licence to which the Occupant is a party, \$5,000,000 liability insurance for all activities carried on by the Occupant, whether temporary or ongoing basis. A certificate of this liability insurance shall be submitted annually to the Airport Manager for review. The review by the Airport Manager will include but is not limited to the adequacy of insurance coverage and current status of insurance. The Occupant shall adjust insurance coverage if so directed by Airport Manager to correspond with the directions of the Airport Manager.
- (d) not permit the Airport to become untidy, unsightly or hazardous or permit rubbish to accumulate thereon through their operation and use at the Airport. Should such conditions occur and the Occupant fail to respond to instructions from the Airport Manager to remove, clean up or restore the land or premises, the Airport Manager may undertake the clean-up and/or removal and charge all costs incurred in clean-up and/or removal to the Occupant.

- 4.3. The Municipality reserves the right to terminate use to the occupant of the Airport for any of the following reasons:
- (a) non-payment of any rate, rent or charge when due;
 - (b) insolvency;
 - (c) use of Airport facilities contrary to this Bylaw;
 - (d) use contrary to Transport Canada Regulations and requirements.
- 4.4. All Occupants shall comply with the requirements of this Bylaw and all operating procedures, agreements, rules and regulations whether established by a municipality, provincial or federal government relating to the operation of the Airport. All Occupants are required to familiarize themselves with this Bylaw as well as all operating procedures, agreements and regulations associated with the Airport before use and occupation of the Airport. No Occupant shall knowingly use the Airport for any purpose contrary to the conditions of issue of an Airport Licence.
- 4.5. The Airport Manager may require a safety plan depending on the type of operation or use at the airport.
- 4.6. No person shall:
- (a) store debris or waste of any type or description at the Airport;
 - (b) leave or allow a vehicle or aircraft to leave deposits of rocks, stone, mud or other debris in any paved area at the Airport without first obtaining the written permission of the Airport Manager;
 - (c) place or leave any offensive matter or any trash or waste material at the Airport except in refuse containers that may be provided for that purpose.

5. LANDING FEES AND CHARGES

- 5.1. All fees and charges as set forth in this bylaw shall be payable to the District of Chetwynd, P.O. Box 357, Chetwynd, British Columbia, V0C 1J0 or through collection means established at the Airport Terminal Building.
- 5.2. Landing Fees for the Airport shall be as shown on Schedule 'A' attached to and forming part of this Bylaw.

6. AERONAUTICAL USE OF AIRPORT

- 6.1. The Airport Manager may close the Airport and runway for emergency or other purposes, with proper notification to NAV Canada.

- 6.2. No person shall conduct the following without express written consent from the Airport Manager:
- (a) ultra light aircraft landings and take-offs;
 - (b) balloon landings and take-offs;
 - (c) banner towing;
 - (d) formation take-offs and landings; or
 - (e) air show aerobatics and flypasts.
- 6.3. No person shall park or store any aircraft, aircraft parts or equipment:
- (a) on the Airport Apron for longer than forty eight (48) hours;
 - (b) at the Airport, other than leased areas of the Airport, for periods in excess of seventy two (72) hours without obtaining a transient parking permit from the Airport Manager;
 - (c) in such a position that it obstructs the maneuvering of other aircraft, aircraft parts, vehicles or trailers at the Airport;
 - (d) in any leased area of the Airport without permission of the lessee;
 - (e) in a position that obstructs normal access to leased areas;
 - (f) in areas posted with notices requiring prior permission, until that permission has been obtained from the Airport Manager.
- 6.4. It is the responsibility of the aircraft owner or Operator to ensure that all aircraft parked or stored at the Airport are properly secured regardless of whether or not the devices used to secure the aircraft were supplied by the Municipality.
- 6.5. The Airport Manager may move or caused to be moved a vehicle, trailer, aircraft, parts or equipment at the Airport if the vehicle, trailer, aircraft, parts or equipment is interfering in any manner with the use or operation of the Airport and the Municipality shall not be liable for any damage caused to such vehicle, trailer, aircraft, parts or equipment by reason of it being so removed.
- 6.6. In the event a vehicle, trailer, aircraft, parts or equipment is removed by the Airport Manager under section 6.5 above, the Owner or Operator of such vehicle, trailer, aircraft, parts or equipment shall be liable for all costs incurred in relation to such movement, and such costs shall be paid to the Municipality prior to the release of the vehicle, trailer, aircraft, parts or equipment.
- 6.7. No person shall operate or park an aircraft negligently or recklessly that is likely to endanger life or property.

7. FUELLING

- 7.1. No aircraft shall be refuelled or defuelled while inside a hanger.
- 7.2. During fuelling, the aircraft engine or engines shall be stopped and the switches placed in an 'engine inoperable' position.

- 7.3. The fuelling equipment and the aircraft shall be grounded during fuelling operations.
- 7.4. In accordance with the BC Fire Code approved types of operations, fire extinguishers shall be within easy reach of those in charge of refuelling.
- 7.5. Fuelling equipment shall be well maintained and shall be of a type which can be safely operated at the Airport.
- 7.6. All flammable gasses or liquids, including those used in conjunction with the process of doping, shall be used or stored in compliance with local and provincial fire regulations.
- 7.7. All airside fuel spillage must be immediately reported to the Airport Manager. In addition to the penalty specified by this Bylaw, the refuelling agent and/or the aircraft owner will be charged the clean-up costs of the fuel spillage.
- 7.8. Owners of mobile and fixed fuel dispensing equipment used at the Airport must provide the Municipality with a copy of an 'Emergency Spill Response' Plan.
- 7.9. Aviation fuel drums are not allowed for the refuelling of aircraft at the Airport unless no other fuel is available. Fuel Drums that are deposited at the Airport must be approved by the Airport Manager and are to be handled and stored in accordance with the requirements in 7.10 below.
- 7.10. All handling and storage of fuel at the Airport not covered above shall be in accordance with CSA Standard B836-05.
- 7.11. Spill Response Plans shall be presented to the Airport Manager for each temporary, mobile or permanent fuel dispensing systems.

8. VEHICLE OPERATION

- 8.1. Vehicles are prohibited on runways, taxiways, ramps, aprons or aircraft parking and maneuvering areas unless receiving prior authorization from the Airport Manager.
- 8.2. Vehicles authorized to operate in restricted and/or aircraft maneuvering areas must do so at a slow speed with due regard for aircraft, persons and property. Operators of such vehicles will be held responsible for any accident, damage or injury caused by their vehicle.
- 8.3. All vehicles that are authorized to operate on the airside of the Airport shall have a strobe light and a radio for communication with air traffic and other ground maintenance crews.
- 8.4. When vehicles are authorized into restricted areas, they shall not under any circumstances be left parked or unattended. No vehicle may be parked so as to block a gate, entrance or roadway or in any aircraft maneuvering area.

- 8.5. The Airport Manager will tow or otherwise move all vehicles in violation of these regulations.

9. BUILDINGS

- 9.1. Buildings at the Airport must be of fixed wall construction (no Quonsets or Archribs will be permitted).
- 9.2. Buildings must meet the BC Building Code and all applicable local Bylaw regulations.
- 9.3. All buildings constructed at the Airport where a connection to water and sewer exist, must connect.
- 9.4. All connecting access driveways between hangers and the Airport apron must be constructed using asphalt or concrete.

10. PROHIBITIONS

- 10.1. Except as authorized in writing by the Airport Manager, no person shall:
- (a) conduct any business or undertaking, commercial or otherwise at the Airport;
 - (b) advertise or solicit at the Airport on his behalf or on behalf of any other persons;
 - (c) construct, fix, install, or place anything at the Airport for the purpose of any business or undertaking.

11. OFFENCE AND PENALTY

- 11.1. Every person, firm or corporation who violates any of the provisions of this bylaw, or who causes, suffers or permits any act or thing to be done in contravention or in violation of any of the provisions of this bylaw, or who neglects or refrains from doing anything required to be done by any of the provisions of this bylaw, or who carries out or who suffers, causes or permits to be carried out any work in a manner prohibited by or contrary to any of the provisions of this bylaw or who fails to comply with any order, direction or notice given under this bylaw shall be deemed to be guilty of an offence against this bylaw and shall be liable on summary conviction to a fine not to exceed the sum of ten thousand (\$10,000) dollars and in any case the penalty shall not be less than five hundred (\$500.00) dollars.
- 11.2. Each day that any violation of a provision of this bylaw continues shall be deemed to be a separate offence.

12. SEVERABILITY

- 12.1. If any portion of this bylaw is for any reason held to be invalid by a Court of competent jurisdiction, the invalid portion shall be severed without affecting the remainder of the bylaw.

13. EFFECTIVE DATE

13.1. This bylaw shall come into full force and effect upon its adoption.

Read a First time this	16 th	day of	January,	2012
Read a Second time this	16 th	day of	January,	2012
Read a Third time this	16 th	day of	January,	2012
Reconsidered and Adopted by Council this	6 th	day of	February,	2012

Mayor

Director of Corporate Administration

Certified a true and correct copy of the
“District of Chetwynd Airport Regulation &
Fees Bylaw No. 958, 2012 as adopted on the 6th
day of February, 2012.”

Director of Corporate Administration

**DISTRICT OF CHETWYND
AIRPORT REGULATION & FEES BYLAW NO. 958, 2012**

SCHEDULE "A"

FEES & CHARGES

Landing Fees

Landing Fees – Private Flights	\$0
Landing Fees – Commercial Flights	\$10.00/landing
Landing Fees – local businesses permanently situated at the Airport	\$250.00/year

Parking Fees

All aircraft	\$0
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