

FRASER VALLEY REGIONAL DISTRICT
BYLAW NO. 1823, 2026

A bylaw to establish regulations, fees and charges for the Fraser Valley Regional Airpark

WHEREAS the Fraser Valley Regional Airpark in Hope B.C., is a regional district service continued by the *Fraser Valley Regional District Hope and Boston Bar Airport Operation and Maintenance Local Service Area Conversion Bylaw No. 0195, 1998*;

AND WHEREAS the Fraser Valley Regional Board of Directors (“the Board”) has deemed it advisable to establish regulations, fees and charges for the Fraser Valley Regional Airpark.

THEREFORE the Board enacts as follows:

1. CITATION

This bylaw may be officially cited as *Fraser Valley Regional District Airpark Regulations, Fees and Charges Establishment Bylaw No. 1823, 2026*.

2. DEFINITIONS

In this bylaw the following definitions apply:

“**Airpark**” means the Fraser Valley Regional Airpark at 62720 Airport Rd, Hope, BC, V0X 1L2;

“**Airpark Manager**” means the person appointed under section 3.1 of this bylaw and includes their designate;

“**Airworthy**” means an aircraft that:

- (a) is able to fly and may be operated in flight and on the ground without significant hazard to aircrew, ground crew, passengers or to third party; and
- (b) holds a current and valid Certificate of Airworthiness;

“**Aviation Laws**” means all laws, regulations, rules, and directives relating to aviation in Canada, including the *Aeronautics Act* and the *Canadian Aviation Regulations* as amended from time to time;

“**Certificate of Airworthiness**” means a certificate issued by Transport Canada certifying that the aircraft meets the relevant airworthiness requirements under the applicable Aviation Laws;

“**Night**” has the same meaning as defined in the *Canadian Aviation Regulations*, SOR/96-433;

“**FVRD**” means the Fraser Valley Regional District;

“**Tie-Down Agreement**” means an agreement with the FVRD to tie an aircraft down in a specific location at the Airpark

“User” means a person who ties down an aircraft at the Airpark;

“Warehouser” means a person who provides the service of transporting, towing or storing goods.

3. AIRPARK MANAGER

3.1 The Board may appoint an Airpark Manager to be responsible for:

- (a) the operation, maintenance, and management of the Airpark in accordance with FVRD bylaws and policies;
- (b) administering Tie-Down Agreements; and
- (c) ensuring compliance with this bylaw.

4. USE OF AIRPARK

4.1 No person shall do any of the following at the Airpark:

- (a) injure, deface, or remove any flowers, plants, trees, shrubs, runway, road or any building or structure upon the Airpark;
- (b) takeoff or land an aircraft at Night;
- (c) run or test an aircraft’s engine at Night;
- (d) bring onto the Airpark an aircraft that is not Airworthy, except for an emergency.

4.2 Every User shall:

- (a) tie-down their aircraft in the designated tie-down facilities;
- (b) pay all applicable tie-down fees imposed by the FVRD;
- (c) enter into a Tie-Down Agreement;
- (d) maintain their aircraft in an Airworthy condition;
- (e) comply with all applicable Aviation Laws relating to the airworthiness of aircraft;
- (f) ensure that their aircraft is registered with Transport Canada as provided by applicable Aviation Laws;
- (g) ensure that maintenance of their aircraft is properly recorded and performed in accordance with applicable Aviation Laws;
- (h) in conducting any repair of their aircraft:
 - (i) provide and receive approval from the Airpark Manager for a schedule specifying the days, times and nature of the repair work, including the date by which the aircraft will obtain a Certificate of Airworthiness;
 - (ii) only conduct repairs in accordance with an approved schedule; and

- (iii) not conduct any repairs in a manner that interferes with the operation of the Airpark, the maintenance of the Airpark and the use of the Airpark by others;
 - (i) ensure that the exterior of their aircraft is kept clean and that the tie-down area of their aircraft is tidy and free of hazards;
 - (j) ensure the safety and the security of their aircraft and the tie-down area of the aircraft, while the aircraft is on the premises of the Airpark, including by performing all safety and security measures prescribed by applicable Aviation Laws;
 - (k) when parking or storing their aircraft, employ the standard three-point system; and
 - (l) remove their aircraft within 30 days of receipt of a notice under section 4.4 of this bylaw.
- 4.3 In response to an emergency or if an aircraft is impacting the Airpark operations, the FVRD may relocate any aircraft located on the premises of the Airpark.
- 4.4 The Airpark Manager may require, in their sole discretion and at any time, by notice in writing, that a User remove their aircraft from the Airpark within 30 days. Without limiting the generality of this section, and to make space available for others, the Airpark Manager may require that a User remove their aircraft from the Airpark, if the User has used the Airpark to tie-down the aircraft for 11 consecutive months.
- 4.5 If a User has paid tie-down fees for twelve months and is required to remove their aircraft for reasons other than non-compliance with this bylaw before the twelve-month period has ended, the User may request a refund of the pro-rated amount of tie-down fees paid.
- 4.6 The FVRD may remove and impound any aircraft that is left in the Airpark and is not the subject of a Tie-Down Agreement.
- 4.7 The FVRD may, within 5 days of written notice to the User, remove and impound an aircraft subject to a Tie-Down Agreement, if the Airpark Manager determines that:
- (a) the User's aircraft has failed to be in an Airworthy condition for six consecutive months;
 - (b) the tie-down fees in respect of the aircraft are three months overdue; or
 - (c) repairs are not being performed in accordance with the schedule provided to FVRD pursuant to section 4.2(h).
- 4.8 If the FVRD removes and impounds an aircraft in accordance with section 4.6 or 4.7:
- (a) the FVRD may dispose of the aircraft if the Airpark Manager determines that the aircraft is likely abandoned and the market value of the aircraft is less than or equal to the expected cost charged by a Warehouser for the removal and impoundment for a minimum of three days; or
 - (b) the FVRD may have the aircraft removed by and deposited with a Warehouser subject to the *Commercial Liens Act*, as amended from time to time; and

(c) the User and the owner of the aircraft will be joint and severally responsible for all costs of removal and storage incurred by FVRD, including any costs that may be recovered by the Warehouse from FVRD.

4.9 Posting a written notice of removal and impoundment of an aircraft on the aircraft that is the subject of the notice will constitute proper notice under section 4.7.

5. FEES AND CHARGES

There are hereby imposed the fees and other charges at the Airpark as set out in Schedule 1823-A attached hereto and forming an integral part of this bylaw.

6. OFFENCES AND ENFORCEMENT

6.1 Every person who:

- (a) fails to comply with a requirement under section 4.1 or 4.2 of this bylaw;
 - (b) performs, consents, allows or permits an act or thing to be done in violation of a provision of this Bylaw; or
 - (c) neglects or refrains from doing anything required by a provision of this bylaw;
- commits an offence, and each day during which the contravention continues constitutes a new and separate offence.

6.2 A person who commits an offence under this bylaw is liable, upon summary conviction, to a fine not exceeding \$50,000 and not less than \$1,000, and, in the case of a continuing offence, is liable to pay such fine for each day that the offence continues.

6.3 This bylaw may be enforced by bylaw notice issued under the *Local Government Bylaw Notice Enforcement Act*.

7. SEVERABILITY

If a portion of this bylaw is found invalid by a court, it will be severed and the remainder of the bylaw will remain in effect.

8. REPEAL

Fraser Valley Regional District Hope Airpark and Boston Bar Airstrip Fees and Other Charges Establishment Bylaw No. 1394, 2016, as amended, is hereby repealed.

SCHEDULE 1823-A – FEES AND CHARGES

<u>Item</u>	<u>Rate</u>
<u>Daily Tie Down*</u>	<u>\$15.00 + GST</u>
<u>Weekly Tie Down</u>	<u>\$60.00 + GST</u>
<u>Monthly Tie Down</u>	<u>\$120.00 + GST</u>
<u>Annual Tie Down</u>	<u>\$600 + GST</u>

*more than 4 hours

<u>Item</u>	<u>Rate</u>
<u>Airpark Flight Centre Meeting Room (Hourly Rate)</u>	<u>\$26.50/hour + GST</u>
<u>Airpark Flight Centre Meeting Room (Day Rate)*</u>	<u>\$130/day + GST</u>

*more than 4 hours