

**BYLAW NO. 31/2006**

**A BYLAW OF THE TOWN OF KAMSACK TO REGULATE THE USE OF THE  
KAMSACK AIRPORT**

The Council for the Town of Kamsack in the Province of Saskatchewan enacts as follows:

1. This Bylaw shall be cited as “The Kamsack Airport Bylaw”.
2. The Kamsack Airport hereinafter referred to in this Bylaw is deemed to consist of the airstrips, runways, taxiways and all adjacent property and existing hangars required for the efficient operation of the said airstrips, runways and taxiways located on Blocks 47-53 inclusive, Block 54 and Parcel B all registered as Plan AB5420.
3. The Kamsack Airport Board or “The Board” as hereinafter referred to in this Bylaw, shall be the Kamsack Airport Board as provided for by a Bylaw of the Town of Kamsack establishing the said Board.
4. All persons using the Kamsack Airport shall be subject to and conform to the regulations contained in this Bylaw and the regulations for the use of the Kamsack Airport as may from time to time be established by the Kamsack Airport Board and the regulations of the Department of Transport.
5. The Kamsack Airport Board may from time to time formulate rules and regulations for the use of the Kamsack Airport which said rules and regulations shall be binding on all of the users of the Kamsack Airport.
6. No person or persons shall use the Kamsack Airport for any other purpose than that of a powered aircraft, except with the specific permission of the Kamsack Airport Board.
7. Responsibilities of the Town of Kamsack:
  - a) Provide adequate airstrips, runways, and taxiways in good and reasonable condition for use of aircraft as provided for in the license issued to the Town by the Department of Transport for the operation of the airport.
  - b) Provide for responsible maintenance of airstrips, runways and taxiways.
  - c) Secure and provide a valid license from the Department of Transport for the operation of the Airstrip.
  - d) Provide for a progressive program of drainage, repair, replacement and improvements of the facilities at the Airport.

- e) Provide an Airport Use Plan and designate in a suitable manner the sites prepared to be used for tie down and hangars within the airport, a copy of the said plan to be posted at the airport and a copy to be available at the Town Office.
  - f) Provide for the progressive extension of electrical power services as required for hangars and other buildings with costs to be the responsibility of the respective owners of the said hangars and buildings.
  - g) Provide the services of the Town Building Inspector or some other designated official of the Town for leasing of property and to set standards for all buildings constructed at the Airport according to minimum standards as set out in the Airport Lease Agreement (Schedule “A” to this Bylaw) and/or Building Bylaws of the Town of Kamsack.
- 8. Responsibilities of Lessees and Users of the Kamsack Airport:**
- a) All lessees and users of the Kamsack Airport shall conform to the regulations contained in this Bylaw and any regulations of the Kamsack Airport Board and the Department of Transport.
  - b) All lessees, users and visitors shall comply with all regulations, routes and parking of vehicles that may be established from time to time by the Kamsack Airport Board.
  - c) All lessees, users and visitors shall be responsible for their own vehicles and property. The Town of Kamsack shall not be responsible for the vehicles and property belonging to lessees, users and visitors.
- 9.** The Airport Lessee shall submit such records as may be required for use in the Town records and/or Kamsack Airport Board.
- 10.** Failure by any person or persons to comply with any regulations contained in this bylaw or with any regulations of the Kamsack Airport Board or Department of Transport shall be sufficient cause for the suspension of the privilege to use the Kamsack Airport.
- 11.** A person who contravenes any provision of this Bylaw or regulations made thereunder, is liable to the penalties imposed by the General Penalty Bylaw providing for the enforcement of the bylaws for the Town of Kamsack.
- 12.** Revenues for the operation of the Kamsack Airport shall be obtained as provided for in Schedule “B” to this Bylaw and which from time to time may be amended by the Council of the Town of Kamsack.

13. Bylaw No. 8/84 is repealed.
14. This Bylaw shall come into force and have effect from and after the date of final passing thereof.

(seal)

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**Mayor**

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**Town Administrator**

**Read a third time and adopted**

**this\_\_\_\_\_ day of \_\_\_\_\_ 2006.**

**SCHEDULE "A" TO THE KAMSACK AIRPORT BYLAW NO. 31/2006**

**TOWN OF KAMSACK**

**AIRPORT HANGAR AND TIE DOWN LEASE AGREEMENT**

The Town of Kamsack, in the Province of Saskatchewan, hereinafter called the "Lessor", being the registered owner of Blocks 47-53 inclusive, Block 54 and Parcel B all registered as Plan AB5420 on which is located the Kamsack Airport and as the duly licensed operator, regulating the use and having the responsibilities designated in the Town of Kamsack Bylaw No. 31/2006 known as the "Airport Bylaw":

**Does hereby Lease to :** \_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Street Address or Box No.)

of the \_\_\_\_\_ of \_\_\_\_\_ in the  
Province of Saskatchewan, (hereinafter called the "Lessee")

the use of a designated area as per airport use plan as follows:

- a) Tie down location for lessee for period of January 1<sup>st</sup>, 20\_\_\_\_ to December 31<sup>st</sup>, 20\_\_\_\_ at an annual rental of \$\_\_\_\_\_ payable in advance, subject to adjustment for the month of payment in first term and landing fees of \_\_\_\_\_ per annum.
- b) Hangar location \_\_\_\_\_ in place of tie down location, the charges for each aircraft using the Kamsack Airport and stored in hangars in or adjacent to the airport shall be \$ \_\_\_\_\_ subject to adjustment according to the month of execution of the lease in the first term and landing fees of \_\_\_\_\_ per annum.

The rentals or assessment herein shall be due and payable at par for the current year during the period of January 1 to June 30 and thereafter shall be subject to a penalty of 2% per month (24% per annum) until paid in full.

In the event that the Lease has not been terminated as hereinafter specified; and provided the Lessee is not in arrears of rental; and provided the Lessee has lived up to the obligations hereunder, the Lease herein shall automatically be renewed from year to year hereafter on the basis of the rental rate set from time to time by Council before the commencement of a new term and provided further that rental has been paid in advance.

It is agreed that the Lessor may terminate the Lease herein in any year by providing the Lessee with written notice of said termination prior to the first day of December with same effective on the thirty-first (31) day of December of that year.

1. The Lessee hereby covenants and agrees as follows:
  - a) That he will pay the rent punctually as same becomes due.
  - b) That he will not assign or sublet without the prior written approval of the Lessor.
  - c) That in the event he constructs any hangar or other building on the designated area, he will adhere to minimum standards for Airport Hangars as attached hereto and maintain same in a neat and tidy state and in good repair including painting of same.
  - d) That on termination of the Lease herein by either party the Lessee will be required, unless otherwise mutually agreed upon by the Lessee and Lessor, to remove any building or hangar constructed by him and leave the designated area in a neat and proper condition.
  - e) That the Lessee acknowledges that the payment to the Lessor hereunder is strictly for the use of designated area as hereinbefore described for a hangar or related purposes and for the use of the airport facilities.
2. The Lessee further covenants and agrees at all times to abide by all laws, rules and regulations of the Town of Kamsack, the Kamsack Airport Board and of the Department of Transport, the laws of the Province of Saskatchewan and Dominion of Canada in his use of the Airport facilities.

**And I (We)** \_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Address)

the said Lessee hereby accept this Lease for the use of the Kamsack Airport to be held by me (us) subject to the conditions, restrictions and covenants implied and above set forth in this Lease and in the Town of Kamsack Bylaw known as the "Airport Bylaw".

**IN WITNESS WHEREOF** the Town of Kamsack has caused its corporate seal to be affixed under the hands of its proper officers in that behalf, and the Lessee herein has set his hand this \_\_\_\_\_ day of \_\_\_\_\_ A.D. 20\_\_\_\_\_.

**TOWN OF KAMSACK**

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Administrator

(seal)

Signed, by the above named Lessee,  
In the presence of:

**LESSEE**

\_\_\_\_\_  
Witness

## **TOWN OF KAMSACK**

### **MINIMUM STANDARDS FOR AIRCRAFT HANGARS AT KAMSACK AIRPORT**

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<b>1. Dimensions</b>	Minimum outside walls 40'x30', Height 10'
<b>2. Footings and Foundations</b>	Poured concrete footings
<b>3. Electricity</b>	Hangars to be individually metered and installed at the expense of the owner of a hangar. Every charge to be paid by owner of said hangar.
<b>4. Walls and Roofing</b>	All metal
<b>5. Windows</b>	No requirements
<b>6. General</b>	Designation of the location of any building to be made by the Building and Fire Inspector. All plans and specifications to be approved by the Building and Fire Inspector. Building Inspector to consider design and roof pitch of all buildings with a view to achieving uniformity in structure.
<b>7. Front Yard</b>	Two feet.
<b>8. Rear Yard</b>	Minimum two feet
<b>9. Side Yard</b>	Minimum five feet

**SCHEDULE “B” TO THE KAMSACK AIRPORT BYLAW NO. 31/2006**

The following shall be the rates charged for the tie down fees, hangar lot rental, landing fees, which said fees shall be paid to the Town Office.

Tie Downs	\$150.00 per annum
Tie Downs with electrical outlets	\$250.00 per annum
Hangar Lots	\$200.00 per annum per aircraft
Landing Fees	\$150.00 per annum for Private owners \$400.00 per annum for Commercial owners