



Sakimay First Nations

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SAKIMAY FIRST NATIONS COMMUNITY STANDARDS BYLAW

BYLAW NUMBER 2017-02

Purpose:

A Bylaw applicable to the Yellow Calf Place (formerly referred to as Grenfell Beach) and Shesheep subdivision areas on the Sakimay IR No. 74 and Shesheep IR No. 74A, respectively, establishing minimum maintenance and occupancy standards for all properties located therein, prohibiting the non-conformance of these standards, and describing the ongoing enforcement of these standards for the purpose of:

- Preserving the character and quality of the neighbourhood;
- Protecting the health, safety, wellbeing and enjoyment of other tenants, Band members, Visitors and the general public; and
- Ensuring the community is managed in a sustainable way that preserves environmental quality for future generations.

WHEREAS Under Inherent and Treaty Rights, and the Authority of Sections 81-86 of the Indian Act, a Bylaw can be passed by the Band Council of a First Nation to prescribe minimum standards for the protection of property and the conduct of persons within the First Nation;

And **WHEREAS** the Chief and Council of the Sakimay First Nations are desirous of passing a Bylaw for maintenance of general neighbourly conduct to uphold minimum standards within the community;

And **WHEREAS** properties in the Yellow Calf Place and Shesheep subdivision areas were leased pursuant to two standard lease forms, the 1980 Lease and the 1991 Lease, and will be administered in accordance with the terms of a new agreement upon expiry of the current indenture, and future versions of that agreement;

And **WHEREAS** both the 1980 Lease and the 1991 Lease included provisions regulating the occupancy and use of the leased properties, and any future or successive agreements will continue to do so;

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And **WHEREAS** the regulatory and enforcement provisions of the 1980 Lease and the 1991 Lease have been incorporated in this Bylaw to the extent practicable, and may be modified or changed from time-to-time as the Band deems necessary in order to manage its affairs;

NOW THEREFORE BE IT RESOLVED THAT THE BAND COUNCIL OF THE SAKIMAY FIRST NATIONS IN OPEN MEETING DULY ASSEMBLED ENACTS AS FOLLOWS:

Short Title:

1. This Bylaw may be cited as "Sakimay First Nations Community Standards Bylaw".

Interpretation:

2. In this Bylaw:
 - 1) A person includes not only an individual, but a corporate body, unincorporated association, partnership, company, lessee, or owner as the particular case may be;
 - 2) A word described in the singular state has a corresponding meaning when used in the plural;
 - 3) Where the provisions of this Bylaw conflict with another, the more stringent standard shall prevail;
 - 4) Where a Court of Competent Jurisdiction determines any section, subsection, article, sentence, clause, or portion thereof of this Bylaw to be invalid, illegal, or ultra vires, all remaining portions shall remain in full force and in effect until repealed;
 - 5) This bylaw includes schedules as intended which are declared to form part of the bylaw.

Geographical Applicability:

3. This Bylaw is intended to apply to the properties situated within the Shesheep IR No.74A and Sakimay IR No.74, duly surrendered to Her Majesty the Queen in Right of Canada for leasing purposes, subject to the Policies and Requirements of the Sakimay First Nations:
 - 1) Order in Council P. C. 3037, dated June 13, 1951, and registered in the Indian Lands Registry as x17165;
 - 2) Order in Council P.C.1962-956, dated July 11, 1962, and registered in the Indian Lands Registry as 2719-66;

- 3) Order in Council P.C. 1970-786, dated May 5, 1970, and registered in the Indian Lands Registry as 1438-17;
- 4) Order in Council P.C. 1989-1278, dated June 29, 1989, and registered in the Indian Lands Registry as 128287;
- 5) Order in Council P.C. 2000-1694, dated November 14, 2000, and registered in the Indian Lands Registry as 285139; and
- 6) Order in Council P.C. 2010-121, dated February 2, 2010, and registered in the Indian Lands Registry as 371408.

PART 1: DEFINITIONS

Definitions:

4. In this Bylaw:
 - 1) "*Accessory Building*" shall mean a detached building, structure, or additional function, not used for human habitation, that is subordinate, customarily incidental, and exclusively devoted to the principal use, building, or structure located on the same Lot as the main building.
 - 2) "*Access Road*" shall mean the corridor adjacent to each Property, open to the Public for the use of vehicular traffic, and maintained by The Band or its appointed designate, which is meant to provide Tenants, Occupants, Visitors and the general public with accessibility and connectivity to other Properties and Common Areas within the Subject Lands, and may refer to the physical road structure, or the land right-of-way designated for this purpose, as the case might be. Does not include a private right-of-way located fully within private property.
 - 3) "*Animal*" shall mean any bird, reptile, amphibian, or mammal, excluding wildlife.
 - 4) "*At Large*" shall mean an Animal that is not under the control of a responsible person through the use of a leash, harness, or tether.
 - 5) "*Building*" shall mean the principle structure in the property consisting of walls, a roof, floors, internal partitions, plumbing works, fixtures, and services constructed in accordance with the Building Code intended primarily for human occupancy.
 - 6) "*Building Code*" shall mean the 2015 National Building Code of Canada, and includes all subsequent interpretations, addendums, revisions, and updated versions of the code.

- 7) *"Bylaw Enforcement Officer"* shall mean a person assigned by The Band or its appointed designate to uphold and enforce the Bylaws, rules, and regulations enacted to maintain minimum standards within the Subject Lands.
- 8) *"CAD"* shall mean Computer Aided Design software that is typically utilized by draftspersons, architects, and engineers to create precise technical drawings or illustrations.
- 9) *"Common Area"* shall mean portions of the Subject Lands that are not Properties leased to a specific Tenant, and remain under the direct administration of The Band or its appointed designate. Common area are thus available for all Tenants, Occupants, Visitors and the general public to access and enjoy as the case may be, and include Access Roads, parking lots, park spaces, shorelines, drainage areas, and natural areas, but exclude areas specifically designated as *"No Trespassing"* in accordance with Section 41 of Bylaw 2017-02.
- 10) *"Compost"* shall mean a mixture of various decaying organic substances being converted to humus for soil amendment purposes.
- 11) *"Fence"* shall mean a barrier, trellis, or screening, other than vegetation, constructed of processed or natural materials, forming a boundary to enclose a Lot or part thereof, which is installed for decorative purposes, privacy, security, or separation.
- 12) *"Indenture"* shall mean the formal lease agreement signed by the lessee and lessor.
- 13) *"Livestock"* shall mean bovine, equine, or avian Animals kept for agricultural purposes.
- 14) *"Lot"* when used in the singular sense shall have the same definition as *"Property"*.
- 15) *"Minor"* shall mean a person that has not attained the age of eighteen (18) years, in accordance with the Government of Saskatchewan *"The Age of Majority Act."*
- 16) *"Motor Vehicle"* shall mean a transportation device propelled by means other than muscular power, including vehicles, motorcycles, all-terrain vehicles, and snowmobiles, and for the purposes of this Bylaw also includes vehicles without motive power that are designed to be towed by another vehicle, including trailers and recreational vehicles.

- 17) "*Nuisance*" shall mean a condition or thing which adversely affects the health, welfare, wellbeing, enjoyment, or safety of neighbours, Band members, or the general public.
- 18) "*Occupant*" shall mean a person over the age of eighteen (18) years that is residing within a Building on a permanent or temporary basis, but is not the registered Tenant for the property. For the purposes of this Bylaw, an Occupant is deemed to be a competent adult legally responsible for their actions and for the actions of minors in their supervision.
- 19) "*Person*" shall include for the purposes of this Bylaw not only an individual, but a corporate body, unincorporated association, company, or other structured organization.
- 20) "*Property*" shall mean land, buildings, or both land and buildings for a particular Lot in question, as the case may be.
- 21) "*Structure*" shall mean an assembled three-dimensional combination of materials at a fixed location, requiring anchorage to the supporting ground or embedment within it, and includes buildings, accessory buildings, walls, decks, fences, tanks, pools, piers, poles, and towers, as the case may be.
- 22) "*Subject Lands*" shall mean all resort area properties to which this Bylaw is applicable.
- 23) "*Tenant*" shall mean all signatories to a particular Indenture residential/recreational lease agreement for a respective Property located within the subject lands.
- 24) "*The Band*" shall mean the Sakimay First Nations, either authorized Administrative Representatives or Band Council itself, as defined within the *Indian Act*, as the case may be.
- 25) "*Watercraft*" shall mean every type of boat, ship, vessel, or craft designed for, used, or being capable of navigating on or through water.
- 26) "*Veterinarian*" shall mean a certified practitioner of veterinary medicine registered with the Saskatchewan Veterinary Medical Association.
- 27) "*Visitor*" shall mean a person that is present anywhere within the Subject Lands in the company of, at the invitation of, or otherwise with the permission of a Tenant or Occupant. A person that is present on an individual lot for more than

seven (7) consecutive calendar days is considered to be an Occupant, not a Visitor.

28) "Yard" shall mean the exterior portions of a Property that are outside the confines of a Building and/or Accessory Buildings, extending from the nearest exterior wall or face of the structure to the boundaries of the Lot.

PART 2: PROPERTY REQUIREMENTS

Provisions Related to Waste:

5. The Tenant of every developed Property shall ensure that occupied Buildings are equipped with sufficient waste reception containers to securely hold all rubbish and solid waste accumulating on the Property.
 - 1) Tenants are to maintain all waste reception containers in a clean, dry, and odour-free condition, and shall empty containers before they become a Nuisance to the public or neighbouring Properties.
 - 2) Rubbish and waste may not be allowed to accumulate on Property for a period longer than fourteen(14)consecutive calendar days prior to disposal.
 - 3) Hazardous Materials may not be included in domestic household waste.
 - 4) Recyclable materials may not be included in domestic household waste.
6. Waste reception containers shall be portable, durable, watertight, equipped with an impervious cover, and securable to prevent the entry of Animals, pests, or insects into the container.
7. Garbage or rubbish may not be stored outdoors in plastic bags or sacks unless protected inside a waste reception container.
8. All garbage storage areas on any Property, whether occupied or vacant, or developed or non-developed, are to be screened from public view.
9. No garbage or refuse shall be stored anywhere that is not a designated area, if there is a communal collection service provided to the Property by The Band or its appointed designate.

10. Compost heaps are permitted only within enclosed containers designed for this purpose.
11. No Person shall mass deliver or otherwise deposit newsprint flyers or paper advertisements to Properties within the Subject Lands unless they are a paid subscription newspaper, election materials, a government agency publication, correspondence from The Band, its appointed designate, or from the community association.
12. Garbage receptacles may not be placed on roads located in the Subject Lands at any time, and must remain wholly within a Property's Yard or driveway.

Provisions Related to Animals and Pets:

13. No more than two(2) domesticated Animals and pets are permitted within each individual Property.
 - 1) No Person shall keep Livestock or wildlife within the Subject Lands.
14. Each Animal kept within the Subject Lands must possess a valid licence issued by The Band or its appointed designate.
15. No Person shall operate an Animal care business, including pet grooming or kennels, within the Subject Lands, unless a valid business licence has been issued by The Band or its appointed designate for this purpose.
16. Outdoor Animals must be contained within a Property by way of Fences, enclosures, tethers, or be otherwise continually supervised by a controlling Person.
 - 1) No Animal is permitted to roam At Large within any portion of the Subject Lands.
 - 2) Animals may not wander onto neighbouring properties.
 - 3) All Animals must be kept in a space sufficiently large to permit unfettered movement.
 - 4) No Animal may be kept within a vacant or undeveloped Property.
17. The Tenant is responsible for ensuring that all Animals kept on a subject Property are provided with humane conditions and the necessities of life.

- 1) Animals kept outdoors must be provided with suitable protection from the elements.
 - 2) All Animal quarters must be kept in a clean and sanitary condition.
 - 3) No Animal may be tethered continuously or left alone for a period exceeding twelve (12) hours.
 - 4) All domestic Animals are to be spayed or neutered unless authorized within the applicable animal license.
 - 5) All domestic Animals are to be vaccinated or immunized against contagions and diseases.
 - 6) No Person shall keep an Animal in distress and shall promptly attend to a Veterinarian under such circumstances.
18. Within the Subject Lands, no Person shall harm an Animal, allow harm to come of an Animal, or allow an Animal under their control to become a Nuisance.
- 1) No owner of an Animal shall permit it to behave in a manner that poses a menace to the safety of another Person, domestic Animals, or wildlife.
 - 2) No Person shall abuse, annoy, or tease any Animal.
 - 3) Animals shall not be left unattended within a motor vehicle.
 - 4) No Person shall abandon or dispose of a live Animal on other Tenant's property or in Common Areas.
19. Animal owners must remove all Animal wastes produced by their Animals promptly from anywhere within the Subject Lands, including the Animal owner's own Property.
20. The Band or its appointed designate may require the removal of any Animal reasonably deemed to be dangerous.
- 1) No Person may keep an Animal that produces poison, venom, or toxin while in captivity that may cause harm to humans, other Animals, or wildlife.
21. Animals must be tethered on a functional leash when being walked off-property in Common Areas and Access Roads.

Noise Provisions:

22. No Person shall make, cause, or permit any noise or sound in a public space that unreasonably disturbs the enjoyment, comfort, or convenience of others.
23. No Tenant, Occupant, or Visitor of any Property shall make, cause, or permit any noise or sound that unreasonably disturbs the enjoyment, comfort, or convenience of neighbouring Properties.
 - 1) No Person shall operate a sound playback device, entertainment device, or sound amplification equipment at a level that can be easily heard by another Person not on the same premises.
 - 2) No Person shall extend the sound of human voice beyond the level of ordinary conversation.
 - 3) No Person in charge of an Animal shall cause or permit the cries of that Animal to be heard at unreasonable levels from neighbouring Properties.
24. Construction related noises are not permitted before 8:00 AM or after 8:00 PM on any day of the week, except under emergency circumstances.
25. A Person may violate any noise provision in emergency conditions to preserve life, health, or property, but the onus will remain on that Person to prove such actions were necessary under the circumstances.

Yard Standards:

26. The Tenant or Occupant is responsible for ensuring that all Yard areas on developed, vacant, and undeveloped Properties are kept free of any condition that might present a fire, health, or accident hazard.
 - 1) All Properties are to be kept clean of garbage, litter, rubbish, refuse, or waste.
 - 2) Any condition that may promote an infestation of pests on the Property is to be eliminated promptly.
 - 3) Insects, rodents, vermin, or pests are to be removed promptly.
 - 4) No unusually sharp or dangerous objects may be kept in a Yard, and no decorative features which present a hazard to others are permitted.

27. No materials or objects not associated with the normal occupancy and use of the Property shall be stored in a Yard.

- 1) All Properties are to be kept clear of inoperative, wrecked, discarded or unlicensed Motor Vehicles, Watercraft, machinery or parts thereof.
- 2) No Yards shall contain salvaged or stored materials.
- 3) No refrigerators, freezers, or appliances may be left outside a Building or Accessory Building in a Yard.
- 4) All unenclosed porches, decks, patios, or balconies are to be kept free of garbage, waste, or objects not associated with the Property.

Vegetation Requirements:

28. The Tenant or Occupant is responsible for maintaining all ground covers, gardens, flower gardens, and trees in a living condition on all Properties.

- 1) Dead or hazardous trees are to be removed promptly.
- 2) The Band or its appointed designate may determine if a tree or shrub is unreasonably hazardous, and may order the Tenant to remedy the situation immediately.

29. No Trees may be removed from the Subject Lands without a valid permit issued by the Band or its appointed Designate.

30. The Tenant is responsible for ensuring that the grass is cut on all Properties and ground cover is maintained at a height consistent with the other groomed Properties in the area.

- 1) All lawns and hedges are to be maintained intact and free of disease or deterioration.

31. The Tenant is responsible for ensuring that all trees, brushes, and shrubs are maintained to a standard consistent with other groomed Properties in the area.

- 1) Trees, bushes, and shrubs are to be pruned periodically to remove unhealthy growth and to maintain a tidy appearance.

32. To prevent soil erosion, even and consistent ground cover is to be maintained on sloped surfaces.
33. The Tenant shall ensure that elm trees located within the subject Property are maintained in accordance with the Government of Saskatchewan *Dutch Elm Disease Regulations*.
- 1) No Person shall transport or use elm firewood.
34. Any new trees and shrubs planted within the Subject Lands must be of an approved species and variety.
- 1) No person shall import a terrestrial or aquatic plant into the Subject Lands that has been deemed an invasive species by the Saskatchewan Invasive Species Council.

Outdoor Signage:

35. Signs are not permitted on any Property without a valid sign permit.
- 1) This provision applies to free standing signs, signs affixed to Buildings, Accessory Buildings, wall or Fence surfaces, and portable signs.
 - 2) These provisions do not apply to election signage erected in accordance with the *Saskatchewan Elections Act, 1996*.
36. A sign permit issued by The Band or its appointed designate is required in advance of all sign installations.
- 1) The fee for a sign permit is designated as set by Council from time to time and outlined in *Schedule K: Sign Permit Application*.
 - 2) An applicant for a sign permit shall submit proof drawings depicting a proposed sign installation in conjunction with the permit application as needed for review and approval.
 - i. The information provided within the application form must be accurate and fully complete; any discrepancy between the data or proof provided and the actual appearance of the sign as it is installed onsite may be grounds for the revocation of the sign permit and the immediate removal of the sign.

- ii. No sign may contain works, letters, or symbols considered offensive by the Sakimay First Nations or its appointed designate; the Band shall be the sole determinate and arbiter of acceptable sign content.
 - iii. Signs must be erected within 10 (ten) calendar days of the sign permit issuance.
- 3) The surface area of a sign is not to exceed a maximum area of 3 feet x 5 feet(0.914m x 1.524m).
 - 4) All signs are to be anchored on a suitable foundation that provides stability and a point of anchorage for the sign.
 - 5) All signs are to be installed level, plumb, and in locations that do not obstruct sight access from driveways or the roadway.
 - 6) Sign illumination must be discrete, energy efficient, and sufficiently shielded to prevent light pollution.
37. Signs, along with all supporting members or foundation elements, shall be removed when no longer in use.
38. All Properties shall display the Lot number sign supplied by the Sakimay First Nations or its appointed designate, in the location that is selected by the Band.
- 1) No Property shall display an alternative lot sign other than what is provided by the Sakimay First Nations.
 - 2) No Tenant, Occupant, or Visitor shall move a Lot sign for any Property which has been installed by the Sakimay First Nations or its appointed designate.

Fireworks:

39. No person shall set off or allow to be set off any fireworks, explosive, or pyrotechnic effect in any place or manner that might create a danger or harm to any person or property.
40. Fireworks are prohibited during any fire ban issued by Sakimay First Nations.

PART 3: USE OF PUBLIC SPACES

Trespassing Prohibition:

41. Tenants, Occupants, and Visitors shall only engage in recreational and outdoor activities within individual Properties, Common Areas, Access Roads, the lake, beach areas, docks and boat launches, parks and natural areas designated and identified for the enjoyment of the general public. No person shall presume that any lands not identified above are automatically common areas, as some are not. If the accessibility status of a particular area is in doubt a Tenant, Occupant, or Visitor is responsible for verifying access rights to the area in question with an official representative of the Sakimay First Nations.
42. No Person who is not a member of the Sakimay First Nations shall enter portions of the Subject Lands which are specifically identified through signage as "No Trespassing".
43. The Band or its appointed designate may establish zones within the Subject Lands where only Band members and Status Indians who are not Band members can conduct activities such as hunting, fishing, gathering and other traditional and cultural activities; all others shall treat these areas as if they are designated as "No Trespassing", irrespective of whether a sign is posted.
44. No Person who is not a member of the Sakimay First Nations shall enter portions of the Subject Lands which are specifically identified through signage as "No Trespassing".

Encroachment Prohibitions:

45. No Person shall park or otherwise leave any Motor Vehicle, equipment, or motorized machine in Common Areas unless in a developed stall specifically designated for parking and signed as such.
46. No Person shall park or otherwise leave any Motor Vehicle, equipment, or motorized machine on leased property, without the explicit consent of the Tenant.

Recreational Vehicle/Trailer Parking:

47. Recreational vehicles and trailers are required to obtain an initial "RV Parking Permit" in order to be parked on a leased property overnight or for an extended period of time.
 - 1) Recreational vehicles and trailers are prohibited from remaining parked on leased property for a period greater than two (2) weeks even with an initial parking permit. An extended "RV Parking Permit" is required in order for recreational vehicles and trailers to remain on leased property for a period beyond two weeks.

- 2) Recreational vehicles and trailers are prohibited from remaining on leased property for a period beyond eight (8) weeks, cumulative, during each calendar year. Winter storage of recreational vehicles or trailers is prohibited on leased property.
- 3) RV parking permits must be obtained from Sakimay First Nations via submission of *Schedule N: Recreational Vehicle Parking Permit Application*.

Activities Prohibited in the Subject Lands:

48. No Person shall loiter, peddle wares or merchandise, panhandle, or hunt in Common Areas.
49. No door-to-door sales Person shall solicit, canvass, or lobby the Tenants or Occupants of any Property within the Subject Lands, unless sanctioned by The Band or its appointment designate via written permission.
 - 1) This section does not apply to persons completing a survey on behalf of The Band, its appointed designate, a registered non-profit organization, a political candidate seeking public office, or the community association.
50. No Person shall alter any portion of a roadway, parking area, park area, or natural area through construction or other means without written authorization from The Band or its appointed designate.
51. No Person shall construct, erect, or otherwise place a sign in Common Areas without the written consent of the Sakimay First Nations, unless such notice is placed specifically on a public bulletin board that has been furnished by The Band or its appointed designate for this purpose.

ATVs Prohibited Within Subject Lands:

52. The use of All-Terrain Vehicles (ATVs) is prohibited by all persons anywhere within the Subject Lands, except by the Bylaw Enforcement Officer.

PART 4: ENFORCEMENT OF BYLAWS

Administrative Representative

53. The Sakimay First Nation may designate an official to administer and enforce provisions of Bylaws.
 - 1) The Bylaw Enforcement Officer shall have the right of entry to all Properties within the Subject Lands for inspection and enforcement purposes.

- 2) Tenant shall indemnify and hold harmless The Band, its appointed designate, the administrator, the Bylaw Enforcement Officer, or other employee from all losses, costs, claims or damages which arise from the course of completing their duties under the authority of this Bylaw.

Contravention Order

54. An observed violation of this Bylaw may be followed by a formal written Contravention Order issued by the Bylaw Enforcement Officer or their Designated Representative.

- 1) The Contravention Order must be issued to a specific individual in the occurrence of a personal violation.
- 2) Where a property violation is involved, the Contravention Order must be issued jointly to all registered Tenants of that property, whether individuals or corporations.
- 3) Every Contravention Order must contain the date and time that it is issued.
- 4) Every Contravention Order must identify the specific provision of the bylaw that has been contravened, and a detailed description of the violation.
- 5) Every Contravention Order must identify the remedial action required to mitigate the violation, along with the deadline for when these actions must be completed.
- 6) Fines and penalties will be accumulated on a property's annual lease costs where applicable.
- 7) Contravention orders must be served directly to a person at the time of offence in the occurrence of a personal violation, or delivered by registered mail jointly to all registered tenants of the property in the occurrence of a property offence.
- 8) Failing to comply with the instructions contained within a Contravention Order is a separate punishable offence.

PART 5: PENALTIES

Penalties

55. Any person convicted of an offense pursuant to this Bylaw is liable on summary conviction to a fine as listed in *Schedule H*, upon a first offence.

- 1) In default of a payment of fine imposed, a period of imprisonment may be imposed for a term not exceeding six (6) months.
- 2) Each subsequent offence of the same nature to the same individual will generate a fine double that levied for the first offence.

56. Any penalty contained in either the 1980 Lease or the 1991 Lease, any successor agreements upon expiry of the current indenture, and future versions of those agreements may be imposed, as applicable to the specific Property subject to the Contravention Order.

57. Any enforcement mechanism contained in either the 1980 Lease or the 1991 Lease, any successor agreements upon expiry of the current indenture, and future versions of those agreements may also be utilized, as applicable to the specific Property subject to the Contravention Order.

Appeals Process

58. Any Person receiving a Summary Offence Ticket for an alleged contravention of a Bylaw Provision has, as an alternative to remitting the specified amount of the fine to the Sakimay First Nation, the right to:

- 1) Request a reduction of the ticketed amount; or
- 2) Dispute the validity of the ticket by:
 - i. Demonstrating the alleged offence did not occur;
 - ii. Demonstrating that the alleged offence was a result of extenuating circumstances beyond the control of the offender, as corroborated by 3rd Party Witnesses, thereby reducing the Person's culpability in the matter.

59. Any Person seeking fine relief or wishing to dispute a Summary Offence Ticket must return a suitable marked copy of it to the Sakimay First Nation or its appointed designate within seven (7) calendar days of the ticket date, accompanied with the fully completed Appeal Form describing the reasons for the appeal.

60. Upon receiving a complete Appeal Form, the Sakimay First Nation or its appointed designate shall, within seven (7) calendar days, assign an Adjudicator to review the

circumstances of the incident, examine available evidence, and collect additional details and documentation to an extent deemed necessary to make an impartial ruling on the matter.

- 1) The Sakimay First Nations or its appointed designate may waive the requirement to appoint an Adjudicator if the Alleged Offender's sole grounds for appeal is for reduction of the fine amount, and the circumstances of the incident or culpability of the offender are not in dispute.
 - iii. The Band may uphold the original amount of the fine, or reduce it to any sum deemed appropriate for the situation, at its discretion.
- 2) The Adjudicator shall be impartial in the matter at hand, possessing no prior involvement with the incident(s) and having no family relation, business association, or personal connections to either the Offender or Bylaw Enforcement Officer.
- 3) The Adjudicator so appointed shall possess prior relevant work experience related to the Saskatchewan Judicial System.
- 4) The Adjudicator may host an informal hearing where both the Alleged Offender and Bylaw Enforcement Officer have the opportunity to speak to the circumstances of the event, present evidence, and call witnesses.
 - iv. All parties participating in an Adjudication hearing shall conduct themselves in a respectful, courteous, and efficient manner, and within the hearing the Adjudicator shall have the full authority to preside over the proceedings, maintain orderly and constructive dialogue, and remove any person deemed noxious, offensive, or unconstructive to the process.
- 5) The Adjudicator's written decision shall not be binding on either the Offender or Sakimay First Nation or appointed designate, should either party wish to pursue the matter further within a Court of Law having legal jurisdiction.
 - v. The Adjudicator's written decision shall be provided within thirty (30) calendar days following the receipt of the Appeal Form.

61. In circumstances where the Adjudicator deems the offender's appeal has been vexatious, the cost of the appeal shall be remitted by the applicant. Otherwise, the cost of the appeal shall be remitted by the Sakimay First Nations, or its appointed designate.



PART 6: COMING INTO FORCE

Coming Into Force

62. This Bylaw shall come into force and take effect ninety (90) days from the day on which it is passed by The Band Council.

PART 7: AMENDMENT PROCESS

63. This bylaw may be amended by Chief and Council in the following manner:

- 1) A recommendation from a band member, supporting or requesting the amendment.
- 2) Where the proposed amendment is substantial in nature, it may be referred to a community meeting for input.
- 3) Where an amendment is technical in nature or where urgent or following community input may be enacted by a written Resolution of Chief and Council.
- 4) A written Resolution of Chief and Council amending this bylaw shall be filed with the Sakimay lands department.

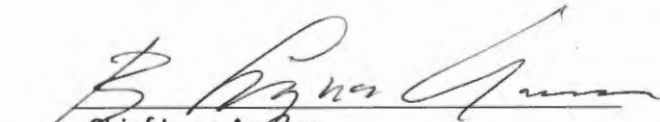
Notice of Amendment


64. A notice of amendments shall be publicly posted and such reasonable efforts as the band deems necessary will be undertaken to provide notice to individuals off reserve.

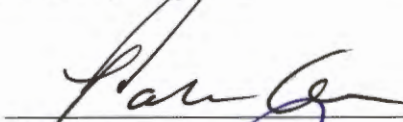
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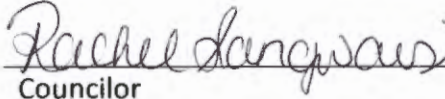
BE IT KNOWN that this bylaw entitled "Community Standards Bylaw" is hereby read for the first, second, and third and final time and is hereby enacted as bylaw 2017-02 by the council of Sakimay First Nations at a duly convened meeting of Council held on the 30 day of August, 2017.

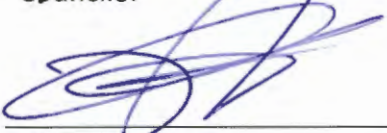
Voting in favour of the bylaw are the following members of council:

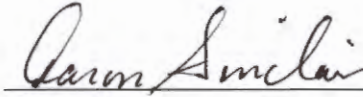

Chief Lynn Acoose


Councilor


Councilor


Councilor


Councilor


Councilor

Being the majority of those members of Council of Sakimay First Nations present at the aforesaid meeting of Council.