

# Sakimay First Nations

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## SAKIMAY FIRST NATIONS PROPERTY STANDARDS BYLAW

### BYLAW NUMBER 2017-01

#### 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 neighborhood;
- 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 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 and occupancy of property 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;

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 Property 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:**

1. 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;

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- 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:**

#### 2. 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) *"Basement"* shall mean a space of a Building that is partially below grade.
- 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 areas 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) *"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.
- 11) *"Graffiti"* shall mean any drawing, inscription, symbol, image, writing, or marks that disfigure or deface any structure, equipment, or object.
- 12) *"Indenture"* shall mean the formal lease agreement signed by the lessee and lessor.
- 13) *"Legal Nonconforming"* shall mean a building or other structure that was legally established in full compliance with the applicable laws, regulations, and ordinances in effect at the time of construction, but which does not meet the current zoning and/or Building Code provisions.
- 14) *"Lot"* when used in the singular sense shall have the same definition as *"Property"*.
- 15) *"Maintenance"* shall mean the preservation and upkeep of a Property to counter environmental deterioration as well as normal wear-and-tear.
- 16) *"Means of Egress"* shall mean a continuous and unobstructed route of travel for the escape of any Person from within a Building to a point located outside the Building.

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- 17) "*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.*"
- 18) "*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.
- 19) "*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.
- 20) "*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.
- 21) "*Person*" shall include for the purposes of this Bylaw not only an individual, but a corporate body, unincorporated association, company, or other structured organization.
- 22) "*Professional Engineer*" shall mean an individual who is registered as a Professional Engineer with the Association of Professional Engineers and Geoscientists of Saskatchewan, and in good standing with the association.
- 23) "*Property*" shall mean land, Buildings, or both land and Buildings for a particular Lot in question, as the case may be.
- 24) "*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.
- 25) "*Subject Lands*" shall mean all resort area properties to which this Bylaw is applicable.
- 26) "*Tenant*" shall mean all signatories to a particular Indenture residential/recreational lease agreement for a respective Property located within the Subject Lands.

27) *"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.

28) *"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.

29) *"Watercraft"* shall mean every type of boat, ship, vessel, or craft designed for, used, or being capable of navigating on or through water.

30) *"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: GENERAL BUILDING STANDARDS**

### **Responsibility:**

3. The Tenants of a respective Property located within the Subject Lands are ultimately responsible for all physical aspects of the Property, and for compliance with all property standards imposed herein under this Bylaw.
4. Notwithstanding Section 3, a Person who occupies a respective Property as a resident whom is not the registered Tenant remains responsible for ensuring their actions, conduct and residency habits are consistent with the standards imposed by this Bylaw.
5. Tenants and Occupants are responsible for the conduct, behavior, and actions of any Visitors present in the Subject Lands in the same way that they are responsible for their own. For the purposes of this Bylaw, "Occupant" and "Visitor" shall be interchangeable as the case may be.
6. In Issuing a Contravention Order in accordance with Section 95, a Bylaw Enforcement Officer shall consider the party most responsible for a violation of the applicable provision, if the Occupant of the Property at the time of the offence is not the Registered Tenant, and issue the Contravention Order accordingly.
7. No Tenant shall cause or allow any Nuisance to occur.

- 1) If said Nuisance is attributable to the actions of an Occupant, the Tenant is responsible for subsequently correcting the behavior and/or for removing the offender from the Property.
8. No Occupant of a respective Property shall cause or allow any Nuisance to occur.
- 1) A Minor is not considered an Occupant.
  - 2) The Tenants of a respective Property shall be fully responsible for the conduct and actions of all Minors residing on or visiting that Property.

**Quality Standards:**

9. The Tenant is responsible for ensuring that all Buildings and Accessory Buildings located on a Property are in compliance with all applicable provisions of the Building Code.
- 1) A Building will be considered "legal non-conforming" if constructed in compliance to codes in affect at the time of original construction, if such provisions were less stringent than present provisions.
  - 2) A "legal non-conforming" Building must be updated to meet all current code provisions if a Property is renovated, modified, or expanded.
  - 3) All new construction is to comply with the most current version of the Building Code.
10. All workmanship that is provided in Building construction and Maintenance shall be supplied by competent and experienced trades people to an industry-standard level.
- 1) Nothing in this provision is intended to restrict a Tenant or Occupant of a Property from completing such work themselves if they are sufficiently capable of completing work to an industry standard.

**Permit Requirements:**

11. A Valid Building Permit issued by the Sakimay First Nation is required from The Band or its appointed designate before a Tenant erects any structure, dwelling, Building, or Accessory Building on a leased Lot, expands the footprint of an existing structure, dwelling, Building, or Accessory Building on a leased lot, or changes the principle use of an existing Building.

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- 1) The Band or its appointed designate may identify submission requirements, which may be required in conjunction with a Building permit application, including but not limited to:
  - i. legal description and address;
  - ii. scaled, CAD generated plans of all pertinent Building dimensions;
  - iii. details regarding water and sewer connections;
  - iv. property dimensions and setbacks;
  - v. footprint of existing and proposed structures;
  - vi. driveway and parking areas;
  - vii. ground elevations;
  - viii. proof of personal property and liability insurance coverage;
  - ix. other government permits which may be required under project circumstances, such as but not limited to the Aquatic Habitat Protection Permit;
  - x. An Environmental Site Assessment if the development is to encroach upon shorelines or other natural areas; and
  - xi. an inspection report for the completed structure, stamped by a Professional Engineer, submitted, reviewed, and approved prior to occupancy.
  
- 2) A Building Permit is required whenever work regulated by this Bylaw is to be undertaken.
  - i. The Tenant is responsible for ensuring that such permits are obtained, whether or not the work is being completed by a Contractor.
  
- 3) Building Permits must be posted within a structure to the interior side of a window that is conspicuously visible from a public roadway.
  - i. In the case of a new property or a property without windows, the permit must be posted on the foundation or exterior wall in a location conspicuously visible from a public roadway.
  
- 4) The Sakimay First Nation or its appointed designate may refuse to issue a Building Permit if the Tenant lease payments are in arrears until such time that the account is in good standing.
  
- 5) Each Building Permit issued by the Sakimay First Nation is valid for a one-year period extending from the date listed on the document.
  - i. A valid Building Permit may be renewed upon expiry by the Band or its appointed designate for a duration of one month to one year at its sole



discretion; a fractional fee proportional to the duration extension will be applicable, in increments of 8.33 percent of the original fee per month extended, rounded to the nearest month.

- 6) The fee for a Building Permit issued under this Bylaw is designated as set by Council from time to time and outlined in *Schedule B: Building Permit Application*.
12. A Valid Demolition Permit issued by the Sakimay First Nation in accordance with Section 30 of BYLAW 2017-03 is required from The Band or its appointed designate before a Tenant removes any structure, dwelling, Building, or Accessory Building from a leased Lot.
  - 1) The fee for a Demolition Permit issued under this Bylaw is designated as set by Council from time to time and outlined in *Schedule B: Building Permit Application*.
13. No Person shall move a Building onto or off of a leased Lot without a Building Permit.
14. All power and gas work to be completed within individual properties requires provincial permits from the agency possessing authority over such matters.
  - 1) The Tenant is responsible for ensuring that such permits are obtained, whether or not the work is being completed by a Contractor.

**General Building Standards:**

15. No Building, structure, installation, or fixture shall be permitted which substantially depreciates the value of other neighboring land or improvements.
16. No Person shall cause or allow a Building or structure to deteriorate into a ruinous or dilapidated state.
  - 1) A Building that is damaged by storm, fire, or other causes must be promptly restored to its original condition, or the damaged portion demolished.
  - 2) The Band or its appointed designate may establish maximum timelines that such repairs must be completed within, in consideration of the specific circumstances of the causal incident.

17. Every Building component must be capable of performing the service function that it is intended to provide, and no Building may be endowed with structural elements that serve no purpose.

- 1) Every Building element must be capable of safely sustaining its own self weight and live load conditions.
- 2) Every Building element must be capable of accommodating all normal service functions without deflection, slippage, rotation, decay, deterioration, or other damage.
- 3) New Construction shall be made of new, quality components only, and no item that is defective or otherwise unfit for its purpose shall be incorporated into the works.

18. Every Building utilized as a main residence and containing residential dwelling units is to be supported on a permanent, engineered foundation extending below the frost line, in accordance with the Building Code.

- 1) Existing legal nonconforming structures may be exempted from this requirement, at the sole discretion of The Band or its appointed designate.

19. The Band or its appointed designate may require a Tenant to provide a report prepared, signed, and sealed by a professional engineer licenced to practice in the province of Saskatchewan attesting to the structural soundness or capacity of any Building component, if there are reasonable grounds to believe such structure may not meet minimum standards.

20. The Band or its appointed designate may prohibit certain Building materials deemed hazardous or offensive from all new construction, renovation, and Maintenance projects. No new construction completed on a Property may utilize such unsuitable materials.

21. All walls of a Building or Accessory Building shall be plumb, sound, square, and built in accordance with industry standards.

**Minimum Standards for Human Habitation:**

22. No Person shall be permitted to live in an Accessory Building.

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23. Secondary dwelling units within a Property including rental units, basement suites, garden suites, or attic suites are not permitted.
24. No Tenant shall disconnect or cause to be interrupted any service utility essential to Building Occupants such as water, electricity, heat, propane, or natural gas except for short duration repairs or regular Maintenance to these systems.
25. Every Building must be equipped with a permanent and reliable source of heat that is maintained in a safe and good working condition.
  - 1) Portable heating may not be used as the primary source of warmth in any primary or Accessory Building.
  - 2) All exterior air conditioner and heating systems shall be securely mounted to the structure, installed in accordance with manufacture's specifications, and maintained in a good state of repair.
  - 3) All heated spaces must be separated from unheated spaces with an exterior-grade wall.
  - 4) All fireplace or pellet stove installations must be completed by a qualified professional in accordance with the manufacturer's recommendations.
26. Every Building must be equipped with safe and adequate cooking facility for the Occupants.
27. Crawl spaces, access corridors, attics, and basements must be sufficiently vented to outside air and screened with corrosion-proof materials.
28. Every Building shall be equipped with smoke alarms in accordance with the National Fire Code of Canada.
29. The owner of any Building including Accessory Buildings shall protect the Property against the risk of neglect, vandalism, and fire by securing all access points to the structure.

**Building Envelope Integrity:**

30. All Building exteriors must be constructed in a style and of materials that protect Building interiors and Occupants from the weather.
31. All structures must be sufficiently sealed with exterior flashings, guards, barriers, and adhesives to prevent the influx of moisture or pests.
32. Basements, cellars, and crawl spaces must be watertight to prevent seepage.
33. Structures must be kept free of mold, mildew, fungus, and other biological deterrents.
34. No exterior walls shall have unscreened or unsealed holes, penetrations, or joints.
35. All roof components shall be maintained in a watertight state to prevent the influx of water into a Building.

**Building Exterior Integrity:**

36. All walls shall be kept free of cracked, broken, or loose materials
37. All painted exterior surfaces shall be maintained in good repair; coatings that are damaged or deteriorated shall be renewed or replaced.
38. No unsecured objects shall be affixed to exterior walls or surfaces without sufficient anchorage to retain the items in place on a permanent basis.
39. All eaves troughs, roof gutters, and downspouts shall be securely affixed to the Building, kept free of obstructions, and maintained in good repair.

**Building Windows and Doors:**

40. All windows and doorways shall be maintained in good working order to prevent the entrance of the elements and pests into the Building and to avoid heat loss.
  - 1) All windows capable of being opened shall be equipped with a screen to prevent the entrance of pests into the Building; the screen shall be maintained in good working order.
  - 2) Broken windows and doorways, including the glass within windows and doorways, must be replaced promptly; boarded openings are not permitted.
41. All windows in occupied rooms are to be screened with privacy curtains, blinds, or drapes.

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**Building Lighting Provisions:**

42. Every exterior Building doorway, overhead door, or stairway shall be illuminated with permanent lighting fixtures.
43. All lighting fixtures shall be maintained in good repair and in sound and functional condition.
44. Energy-efficient lighting products shall be used in all fixtures.
45. All fixtures are to be operated either manually or on a timer, and are to operate during dark conditions only.
46. No Person shall allow an outdoor light to shine into an adjacent Building or Property.

**Building Exterior Stairways:**

47. All stair and floor structures must be secured, stable, and free of warped, loose, or missing boards.
48. Handrails and guards shall be installed on any stairway or ramp containing three (3) or more risers including the landings, or a height of 600mm between adjacent levels.

**Building Utilities:**

49. All appliances are to be installed by a competent tradesperson, and kept in a state of good repair.
  - 1) Tenants shall provide an appliance inspection report, supplied by a journeyman tradesperson or registered technical professional, upon request of The Band or its appointed designate.
50. Outdoor extension cords are not to be used on a long-term basis in lieu of permanent wiring.

**Building Accessories:**

51. No Tenant or Occupant may erect a tower, mast, antenna, or gantry on the Property at any time.
52. Satellite dishes and wireless internet receivers to be mounted to the principle dwelling only in a safe and inconspicuous manner.

53. All canopies and awnings are to be securely anchored to the Building, and maintained in a safe and sound condition.

**Building Egress:**

54. Every Building shall have a continuous, unobstructed passage from the interior to a grade-level exit.

1) The Means of Egress shall not pass through another dwelling unit or built-in parking garage.

55. All Buildings shall have at least two exterior windows operable from within that do not require the use of special tools or knowledge.

56. Each bedroom in a Building shall have at least one route of unencumbered egress.

57. Every Building more than one floor in height must have a second Means of Egress for Occupants residing above the ground floor.

**Building Winter Safety:**

58. Dangerous accumulations of snow and ice shall be removed from Buildings occupied during winter conditions or where such accumulations are adversely impacting neighboring or public properties.

**PART 3: GENERAL LOT STANDARDS**

**Vacant Lots and Buildings:**

59. Vacant land must be maintained to the same Yard, Maintenance, and hazard standards as developed Property.

60. All leased properties must be maintained to the designated standards, whether or not they are presently occupied, and whether or not they are currently developed.

61. Vacant Buildings must be kept clean of all rubbish and debris and periodically inspected for soundness.

1) All utility services from vacant Buildings not essential for the security and Maintenance of the Property must be disconnected.

**Lot Grading and Drainage:**

62. To prevent infiltration into basements or crawlspaces, positive drainage must be provided for all Buildings.

- 1) Design easements for drainage are to be utilized where provided.
- 2) Grades are not to be altered when design easements have been provided.
- 3) Any areas of standing water on the Property are to be mitigated, Lot grades are to be maintained as required and low areas are to be filled as required to prevent ponding.
- 4) The Tenant is responsible for establishing the Lot grading such that surface water drains adequately from the Building and Lot to the road or existing natural drainage.

63. All roof drainage is to be discharged a minimum of one (1) m from the structure.

- 1) Downspouts or Lot drainage are not to be directed onto neighboring properties.
- 2) Drainage is not to be directed onto walkways, steps, or areas of pedestrian access.

64. Sump pumps are to discharge externally to Buildings into a free-draining course.

- 1) Roof, sump, or land drainage is not to be discharged into the sanitary sewer system.

65. Unleveled piles of earth materials or vegetation debris are not to be left on the Property for more than seven (7) consecutive calendar days.

66. The Property is to be kept free of excavations, trenches, ruts, holes, pits, or shafts.

67. Finishing landscaping must be complete following new construction or Building additions within a period of thirty (30) calendar days.

**Retaining Walls:**

68. All walls must be constructed with a durable material and maintained in a structurally sound condition.

- 1) Any cracks or damage appearing in retaining walls are to be repaired promptly.
  - 2) Metallic or wooden components of retaining walls must be treated with protective exterior-grade surface treatments.
  - 3) Retaining walls may not be constructed of salvaged railway ties containing creosote preservatives.
69. All walls exceeding 1m in height must be designed by a structural engineer.
70. Retaining walls shall be free of posters, advertisements, political statements, or other types of messaging.
71. Graffiti or vandalism damage is to be removed or covered promptly.
72. All temporary retaining walls that are erected on an emergency basis to protect property in times of flooding shall be approved in advance by The Band or its appointed designate.

**Fences:**

73. All Fences shall be constructed in a safe and structurally sound manner.
- 1) Fence frames are to remain plumb and upright.
  - 2) The maximum Fence height is six (6) feet (equivalent to 1.829 m).
74. The integrity of a Fence is to be maintained at all times; missing or damaged planks are to be replaced promptly.
- 1) Metallic or wooden components of Fences are to be treated with protective exterior-grade surface treatments
75. Objects are not to be affixed to Fences.
- 1) Fences shall not be equipped with harmful features such as barbed wires or electrified metal.
76. Fences shall be free of posters, advertisements, political statements, or other types of messaging.



77. Graffiti or vandalism damage inflicted on a Fence is to be removed or covered promptly.

**Access and Driveways:**

78. Every Property shall have a single walkway leading from the principle entrance to either a driveway or the Access Road.

- 1) Walkways must be maintained in a way to provide safe passage under normal use.
- 2) Walkways are to be kept free of ice, trip hazards, and uneven surfaces

79. A single driveway is permitted on all properties; this driveway must lead to the Access Road.

- 1) All parking areas within a Property must connect with a driveway.
- 2) A site visibility triangle must be maintained at the intersection of all driveways and the Access Road.
- 3) Driveways must be kept clear of debris and site obstructions.
- 4) All driveways and parking areas shall be surfaced with a suitable surfacing material.

80. All portions of the Property must be internally accessible, and shall not require access from either neighboring properties or public properties not adjacent to driveways.

81. Tenants may not store or park any Motor Vehicle, Watercraft, commercial equipment, industrial apparatus, construction device, or unoccupied recreational vehicle on any portion of a Lot not properly prepared as a driveway or parking area.

**Accessory Buildings:**

82. All Accessory Buildings are to be constructed in accordance with the Building Code.

- 1) No more than three Accessory Buildings are permitted on a given lot at any particular time, including garages, greenhouses, garden sheds, woodsheds, storage sheds, boat houses, workshops, saunas, and natatoriums.

83. Permanent Buildings and Accessory Buildings are to be mounted on a concrete slab constructed to grade unless supported with foundation walls or load bearing piles.

- 1) Portable Buildings and/or temporary Buildings are to be sufficiently anchored.
84. All Accessory Buildings, whether permanent or temporary, must meet size, function, setbacks standards established within applicable zoning provisions.
85. Tenants shall ensure that all Accessory Buildings are maintained in a state of good repair.
- 1) Accessory Buildings are to be protected with exterior grade surfacing materials or finishes.
  - 2) Accessory Buildings are to be kept in a clean and tidy condition.
  - 3) Each Accessory Building is to be equipped with a functional door which is to be kept closed when not in use.
86. Portable shipping containers are only permitted as an Accessory Building on a temporary basis during construction of another Building on the Property, for the temporary storage of materials, building supplies, and tools.
- 1) Any person desirous of placing a shipping container on a Lot must obtain a valid permit from The Band or its appointed designate before placing the container on a property. The permit shall be posted on the exterior of the container in a location conspicuously visible from a public roadway.
  - 2) Portable shipping containers may not be present on a Lot for a cumulative period of greater than sixty (60) calendar days within a given year.
  - 3) A Tenant may request an extension of the allowable duration if the Building construction extends for a longer period than was originally anticipated.
  - 4) Portable shipping containers must comply with the classifications, dimensions, and ratings of ISO 668:2013 Series Freight Containers, and may not exceed length, width, and height dimensions of 6.058 m (19' 10'5"), 2.438 m (8'), and 2.591 m (8' 6") respectively.
  - 5) Portable shipping containers may not be placed on subdivision roads at any time.

- 6) For administrative purposes, large capacity construction waste bins will be considered in the same manner as portable shipping containers.

**Lot Use and Safety Standards:**

87. Excavations related to Building construction or Accessory Building Construction shall be securely fenced around the entire perimeter of the disturbed ground, and placarded with signs advising of the danger presented by the open excavation.

- 1) Fencing for separation purposes can be temporary in nature provided that fencing members are six (6) feet (equivalent to 1.829 m) in height, anchored to the ground for stability, and sufficiently secured to prevent unauthorized entry between joints or connections.

88. No hazardous materials exceeding the exempted quantities stipulated within the Transport Canada Transportation of Dangerous Goods Regulations (Schedule 1) are permitted on any leased properties.

89. No outdoor swimming pools or wading pools are permitted without adequate fencing and signage.

- 1) The water in any outdoor pool or pond must be maintained in a sanitary condition, be free of obnoxious odors, and shall not encourage insect propagation.

90. No Person shall keep dangerous animals on the Property.

91. Outdoor recreational structures, equipment, and areas must be maintained in a safe condition, free from corrosion or degradation, uncluttered, and in a state of good repair.

92. All furniture that is used outdoors shall be maintained in good repair and kept in a clean, tidy, and neat condition.

93. No Person shall keep any material that creates unpleasant odors or may be an attractant to pests.

94. Outdoor fire pits, including chimeras, must be screened, composed of durable and non-combustible materials, have a fire box less than thirty (30) inches in any dimension, and be surrounded by a fire-resistant material.

- 1) All outdoor fires shall be supervised by a competent adult

- 2) No outdoor fires shall be permitted when wind speeds exceed thirty (30) kilometers/hr (kph) or between the hours of 12:00 AM and 6:00 AM.
- 3) Bonfires or other open faced fires are not permitted at any time.
- 4) All Fire Bans issued by the Sakimay First Nations are also applicable to all leased properties within the Subject Lands.

#### **PART 4: ENFORCEMENT OF BYLAWS**

##### **Administrative Representative**

95. 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**

96. 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.

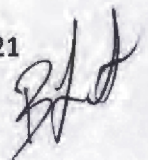
- 5) Every Contravention Order must identify the remedial action required to mitigate the violation, along with the deadline for when these actions must be completed.
- 6) Fines and penalties will be accumulated on a property's annual lease costs where applicable.
- 7) Contravention orders must be served 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**

97. Any Person convicted of an offense pursuant to this Bylaw is liable on summary conviction to a fine as listed in *Schedule G*, 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.
98. 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.
99. 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**



100. 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 3<sup>rd</sup> Party Witnesses, thereby reducing the Person's culpability in the matter.

101. 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.

102. 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.
  - i. 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.

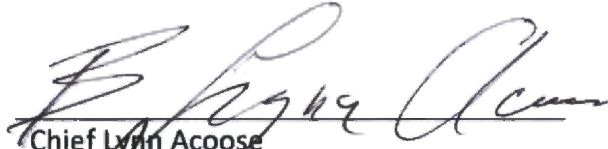
*BHA*

**Notice of Amendment**


106. 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.

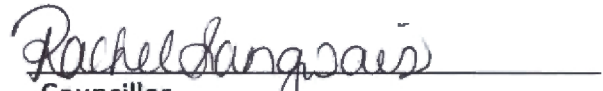
BE IT KNOWN that this bylaw entitled "Property Standards Bylaw" is hereby read for the first, second, and third and final time and is hereby enacted as bylaw 2017-01 by the council of Sakimay First Nations at a duly convened meeting of Council held on the 30 day of August, 2017.


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

  
Chief Lynn Acoose

  
Councillor

  
Councillor

  
Councillor

  
Councillor

  
Councillor

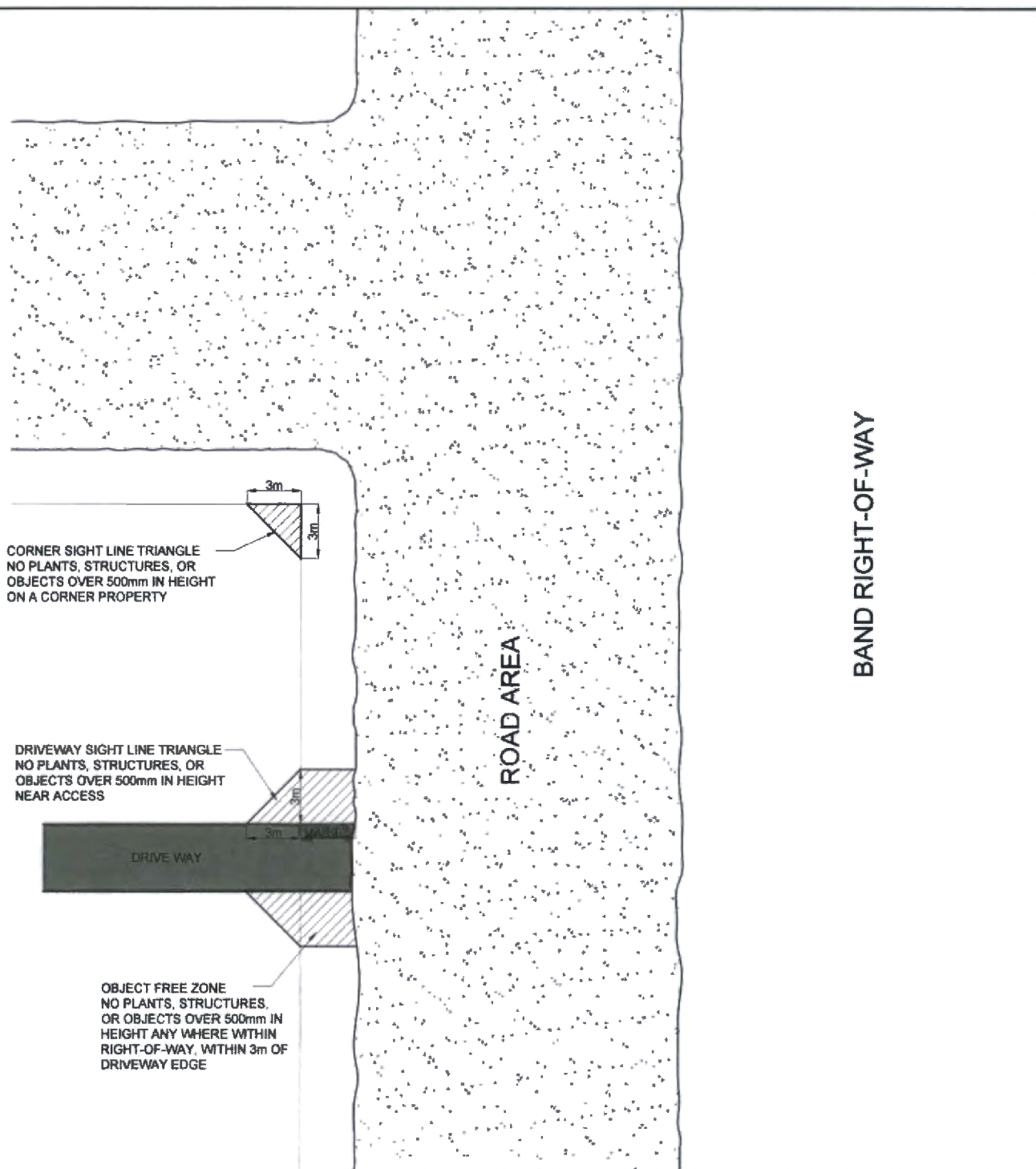
Being the majority of those members of Council of Sakimay First Nations present at the aforesaid meeting of Council.



**SAKIMAY FIRST NATIONS**

**BYLAW NUMBER 2017-01 : PROPERTY STANDARDS BYLAW**

**SCHEDULE "A" : PROPERTY SIGHT-LINES FOR TRAFFIC SAFETY**



BAND RIGHT-OF-WAY

ROAD AREA

CORNER SIGHT LINE TRIANGLE  
NO PLANTS, STRUCTURES, OR  
OBJECTS OVER 500mm IN HEIGHT  
ON A CORNER PROPERTY

DRIVEWAY SIGHT LINE TRIANGLE  
NO PLANTS, STRUCTURES, OR  
OBJECTS OVER 500mm IN HEIGHT  
NEAR ACCESS

DRIVEWAY

OBJECT FREE ZONE  
NO PLANTS, STRUCTURES,  
OR OBJECTS OVER 500mm IN  
HEIGHT ANY WHERE WITHIN  
RIGHT-OF-WAY, WITHIN 3m OF  
DRIVEWAY EDGE

LEGEND



**PINTER**  
& ASSOCIATES LTD

710A-48TH STREET EAST  
SASKATOON SK S7K 5B4  
308 244 1710  
pintermain@pinter.ca

**FIGURE 1**  
PROPERTY STANDARDS BYLAW

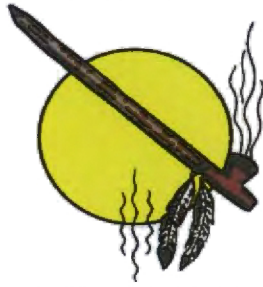
10 APRIL 2017  
1969 SAKIMAY BYLAW DEVELOPMENT  
SAKIMAY, SK.

DRAWN BY: NA

CHECKED BY: KJ & SG

NOT TO SCALE

FILE: H:\PROJECTS\1969 Sakimay Bylaw Development  
1969 Drawings



# Sakimay First Nations

Telephone: (306) 697-2831

Fax: (306) 697-3565

P.O. Box 339

Grenfell, SK

SOG 280

## Schedule B: Standard Building Permit Application

### Part 1: Basic Application Information

Civic and Legal Address of Leased Lot:

#### Registered Tenants Information:

	<u>Person 1</u>	<u>Person 2</u>	<u>Person 3</u>
Name:			
Street Address:			
City:			
Postal Code:			
Telephone:			
Principle Contact for this Project:			Email:
Builder or Contractor:			Email:

### Part 2: Building Details

#### Type of Application (Please Check Only One Box):

New Principle Structure     New Accessory Building     Addition to Existing Building

#### Project Details:

Estimated Constructed Value of Project:		Project Duration:	
Construction Start Date:		Construction End Date:	
Gross Footprint of Building:		Gross Area of Lot:	
Source of Potable Water:		Source of Sewage Disposal:	
Description of Materials to be used in Construction:			
Description of Foundation for Structure:			
Dimensions of Each Level of Building Including Basement:			
Details for Lot Access, Driveway, and Parking Areas:			

### Part 3: Attachments Checklist

#### Please Attach the Following Documents:

Blueprints for Structure                       CAD Generated, Scaled Grading Plan  
 CAD Generated, Scaled Site Plan                       Cost Estimate for Construction Value\*

### Part 4: Applicant Declaration

I hereby acknowledge and certify that the information contained in this application and related attachments is true, complete, and correct. I understand that no construction work may begin prior to written authorization being provided by the Sakimay First Nations. I understand that I alone am fully responsible for complying with all provisions of the National Building Code and applicable bylaws and ordinances.

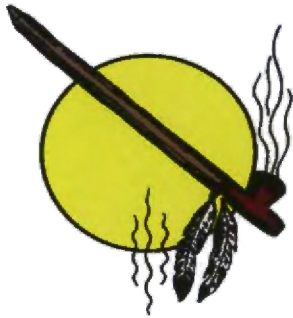
\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

\* The fee for a Building Permit issued under this Bylaw 2017-01 shall be the greater of:  
 i. \$50.00 plus \$1.00 per \$1,000.00 of estimated construction value of the structure, or  
 ii. \$0.25 per square foot of total new floor area, excluding basements but comprising of the summation of all above-ground floors.  
 iii. The fee for a Building Permit issued under this Bylaw for an Accessory Building is \$0.10 per square foot of floor area, with a minimum charge of \$20.00.

\*Building Permit is valid for one (1) year from the date it is issued. If construction does not take place, the leasee must apply for a new permit and pay for another permit.



# Sakimay First Nations

Telephone: (306) 697-2831

Fax: (306) 697-3565

P.O. Box 339

Grenfell, SK

SOG 2B0

## Schedule C: Standard Demolition Permit Application

### Part 1: Basic Application Information

Civic and Legal Address of Leased Lot: \_\_\_\_\_

#### Registered Tenants Information:

	<u>Person 1</u>	<u>Person 2</u>	<u>Person 3</u>
Name:			
Street Address:			
City:			
Postal Code:			
Telephone:			
Principle Contact for this Project:			Email: _____
Builder or Contractor:			Email: _____

### Part 2: Building Details

#### Type of Building Being Removed (Please Check Only One Box):

<input type="checkbox"/>	Principle Structure	<input type="checkbox"/>	Accessory Building	<input type="checkbox"/>	Portion of Existing Building Only		
Demolition Start Date: _____		Demolition End Date: _____					
Crown Utilities (Power, Natural Gas, Telecommunications) have been disconnected				<input type="checkbox"/>	Y	<input type="checkbox"/>	N
The Building has been assessed to determine if any hazardous materials are present				<input type="checkbox"/>	Y	<input type="checkbox"/>	N
Arrangements have been made for a suitable onsite waste collection container				<input type="checkbox"/>	Y	<input type="checkbox"/>	N
Arrangements have been made for temporary fencing to surround the demolition site				<input type="checkbox"/>	Y	<input type="checkbox"/>	N
Arrangements have been made for danger signage placards to be posted at the site				<input type="checkbox"/>	Y	<input type="checkbox"/>	N
The footprint of the demolished building will be graded land levelled upon completion				<input type="checkbox"/>	Y	<input type="checkbox"/>	N

### Part 3: Attachments Checklist

#### Please Attach the Following Documents:

- Pre-Arrangements from Receiving Landfill (Waste Disposal on Private Property is not Permitted)
- Control Plan for Hazmat Abatement (If Hazardous Materials are included within Structure)
- Housing Inspection Report

### Part 4: Applicant Declaration

I hereby acknowledge and certify that the information contained in this application and related attachments is true, complete, and correct. I understand that no demolition work may begin prior to written authorization being provided by the Sakimay First Nations. I understand that I alone am fully responsible for complying with all Occupational Health and Safety provisions and applicable bylaws and ordinances.

\_\_\_\_\_  
Signature

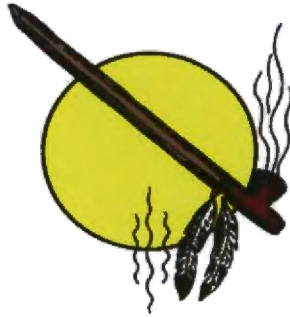
\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

\* The fee for a Demolition Permit issued under this Bylaw 2017-01 shall be:

i. \$50.00 fee for renovation

ii. \$300.00 fee for complete demolition



# Sakimay First Nations

Telephone: (306) 697-2831

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P.O. Box 339

Grenfell, SK

SOG 2B0

## Schedule D: Summary Offence Ticket

**TICKET NUMBER:** \_\_\_\_\_

### This Ticket is Issued To:

Surname or Corporate Name:	
Given Name:	
Permanent Address:	
City:	
Postal Code:	
Province:	
Residency Status of Offender:	<input type="checkbox"/> Tenant <input type="checkbox"/> Non-Tenant Resident <input type="checkbox"/> Visitor

### This Ticket is Issued By:

Enforcement Authority ID:	
Date and Time of Ticket Issued:	

### This Ticket is Issued Because:

The Enforcement Authority indicates that he or she has reasonable and probable grounds to believe that the above named has committed the following offences contravening enacted Sakimay First Nations Bylaws:

Description of Offence:	
-------------------------	--

Applicable Bylaw:	<input type="checkbox"/> Property Standards Bylaw 2017-1
	<input type="checkbox"/> Community Standards Bylaw 2017-2
	<input type="checkbox"/> Environmental Standards Bylaw 2017-3

Reference Bylaw Section:	Infraction 1:	
	Infraction 2:	
	Infraction 3:	
	Infraction 4:	
	Infraction 5:	

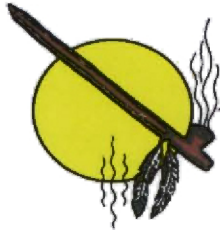
Fine Amount for Listed Infractions:	
-------------------------------------	--

### If This Ticket is Disputed:

<input type="checkbox"/>	I do not agree that I committed this offence as alleged by the Enforcement Authority
<input type="checkbox"/>	I agree that I committed this offence, but I request a reduction in the ticketed amount
<input type="checkbox"/>	There are mitigating circumstances to the situation as corroborated by 3rd party witnesses
<input type="checkbox"/>	I intend to pursue a formal appeals process to invalidate this ticket

**Tickets must be returned to the Sakimay First Nations or Appointed Designate within Seven (7) Calendar Days of the ticket date, and be accompanied with an Appeals Form fully describing the appeal grounds.**

Signature of Disputant or Authorized Agent:		Date:	
---	--	-------	--



**Sakimay First Nations**

P.O. Box 339  
Grenfell, SK  
S0G 2B0  
Telephone: (306) 697-2831  
Fax: (306) 697-3565

# BUILDING PERMIT

**PERMIT NUMBER:** \_\_\_\_\_

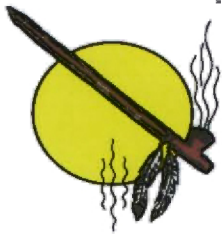
**PERMIT DATE:** \_\_\_\_\_

**PROPERTY ADDRESS:** \_\_\_\_\_

**WORK DESCRIPTION:** \_\_\_\_\_

Permit Issued by Sakimay Representative: \_\_\_\_\_

**THIS PERMIT MUST BE VISIBLY POSTED ONSITE**



**Sakimay First Nations**

P.O. Box 339  
Grenfell, SK  
S0G 2B0  
Telephone: (306) 697-2831  
Fax: (306) 697-3565

# DEMOLITION PERMIT

**PERMIT NUMBER:** \_\_\_\_\_

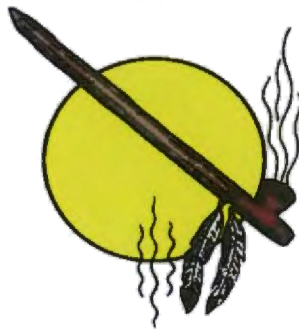
**PERMIT DATE:** \_\_\_\_\_

**PROPERTY ADDRESS:** \_\_\_\_\_

**WORK DESCRIPTION:** \_\_\_\_\_

Permit Issued by Sakimay Representative: \_\_\_\_\_

**THIS PERMIT MUST BE VISIBLY POSTED ONSITE**



# Sakimay First Nations

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Grenfell, SK

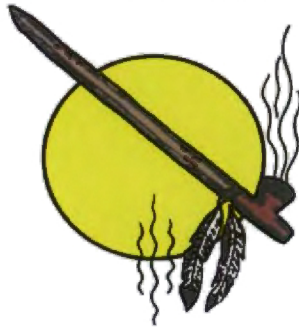
SOG 2B0

## Schedule G: Summary of Offences and Fines Under Bylaw 2017-01

Description of Offence	Bylaw Section	Designated Fine	Fine if Paid within 30 Days
Undertaking a building project without a valid Building Permit	10	\$1,000	\$1,000
Undertaking a demolition project without a valid Demolition Permit	11	\$1,000	\$1,000
Moving a building without a valid Building Permit	12	\$1,000	\$1,000
Undertaking a building project without permits from other agencies where required	13	\$1,000	\$1,000
Allowing a building to become a hazard or eyesore	15	\$500	\$250
Utilizing faulty material within a building	16	\$500	\$250
Utilizing a hazardous or prohibited material within a building	19	\$1,000	\$500
Unlawful habitation within an accessory building	21	\$1,000	\$1,000
Unauthorized basement suite, garden suite, attic suite, or rental unit	22	\$1,000	\$1,000
Detrimently disrupting essential services to an occupied building	23	\$500	\$250
Failure to provide an adequate heat source within an occupied	24	\$500	\$250
Failure to maintain operational smoke alarms	27	\$1,000	\$1,000
Failure to secure a property	28	\$200	\$100
Broken window(s) and/or door(s)	39	\$200	\$100
Unscreened windows	40	\$100	\$50
Inadequate, inoperative, or offensive exterior lighting	41-45	\$200	\$100
Unsafe stairway or floor structure	46	\$350	\$250
Missing hand railing on a stairway or ramp	47	\$350	\$250

Failure to provide an appliance inspection report upon request	48	\$500	\$500
Lengthy reliance on outdoor extension cord	49	\$100	\$50
Unsafe or prohibited building accessory	50-52	\$350	\$250
Failure to provide adequate building egress	53-56	\$350	\$250
Failure to mitigate dangerous snow and/or ice accumulations	57	\$350	\$250
Failure to provide positive drainage to a building	61	\$200	\$100
Failure to remove accumulated earth or vegetation	64	\$200	\$100
Unsafe excavation, trench, hole, pit, or shaft	65	\$500	\$250
Failure to complete timely building landscaping	66	\$200	\$100
Illegally constructed fence	72, 74	\$200	\$100
Failure to maintain fence	73	\$200	\$100
Posting messaging on a fence	75	\$200	\$100
Violating driveway or access	77-80	\$200	\$100
Allowing an accessory building to become a hazard or eyesore	84	\$350	\$250
Utilizing a portable shipping container for onsite storage longer than authorized	85	\$200	\$100
Utilizing a portable shipping container that does not comply with approved standards	85	\$200	\$100
Placing a portable shipping container on a roadway	85	\$200	\$100
Failing to fence and placard a construction area	86	\$500	\$250
Storing hazardous materials on a property	87	\$500	\$250
Failing to fence and sign an outdoor swimming pool	88	\$500	\$250
Keeping dangerous animals on a property	89	\$500	\$250
Allowing exterior play structure(s) and/or furniture to become a hazard or eyesore	90-91	\$350	\$250
Generating noxious odors and/or attracting pests	92	\$200	\$100
Improper use of a fire pit	93	\$350	\$250





# Sakimay First Nations

Telephone: (306) 697-2831

Fax: (306) 697-3565

P.O. Box 339

Grenfell, SK

SOG 2B0

## Schedule H: Summary of Offences and Fines Under Bylaw 2017-02

Description of Offence	Bylaw Section	Designated Fine	Fine if Paid within 30 Days
Allowing waste and/or compost to become a hazard or nuisance	1-10	\$200	\$100
Mass distributing newspapers or advertisement for an unauthorized purpose	11	\$200	\$100
Placing waste containers on a roadway	12	\$200	\$100
Keeping more domesticated animals than authorized	13	\$200	\$100
Failure to obtain a licence for an animal	14	\$200	\$100
Unlawfully operating an animal care business	15	\$500	\$250
Failure to maintain animal care provisions	16-19, 21	\$350	\$250
Violating noise provisions	22-25	\$200	\$100
Failure to maintain yard or vegetation standards	26-34	\$200	\$100
Violating outdoor signage provisions	35-37	\$200	\$100
Failing to conspicuously display the lot number on the property	38	\$100	\$50
Using fireworks unsafely	39	\$500	\$250
Trespassing in a spiritual area	40-41	\$200	\$100
Improperly parking a motor vehicle	42-43	\$100	\$50
Loitering or peddling	44-45	\$200	\$100
Unauthorized alteration of road, park, natural, or common areas	46	\$500	\$250
Placing signs without permission in common areas	47	\$200	\$100
Operating an ATV within the Subject Lands	48	\$500	\$250



# Sakimay First Nations

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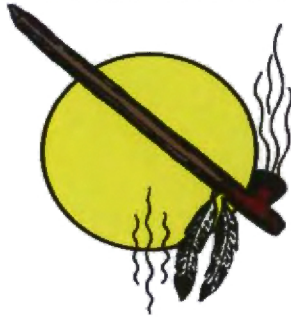
P.O. Box 339

Grenfell, SK

SOG 2B0

## Schedule I: Summary of Offences and Fines Under Bylaw 2017-03

Description of Offence	Bylaw Section	Designated Fine	Fine if Paid within 30 Days
Failing to provide an occupied property with potable water	4	\$500	\$250
Wasting potable water	7	\$100	\$50
Failing to provide an occupied property with a functional sewage disposal system	8-10	\$500	\$250
Failing to operate or maintain a sewer system in an adequate manner	11-13, 15-22	\$200	\$100
Broadcasting human or animal excretions on a property	14	\$200	\$100
Failure to demolish a structure safely	30-32	\$350	\$250
Failure to grade and level a demolished site	33	\$200	\$100
Disposing of Hazardous Materials improperly	36	\$500	\$250
Wasting salvageable or recyclable materials during demolition	37	\$200	\$100
Disposing of recyclables within the Sakimay First Nations Solid Waste Disposal Grounds	38	\$200	\$100
Burying garbage or waste	39	\$200	\$100
Improper discharge, storage, or use of chemicals	40-44	\$350	\$250
Improper burning	45-48	\$200	\$100
Utilizing a property for illicit purposes	57	\$1,000	\$1,000
Disturbing public spaces or the environment	59-71	\$200	\$100
Encroachment beyond property	72	\$200	\$100
Improper operation of a Motor Vehicle	73, 75	\$200	\$100
Improper parking	74, 76	\$200	\$100



# Sakimay First Nations

Telephone: (306) 697-2831

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P.O. Box 339

Grenfell, SK

S0G 2B0

## Schedule J: Animal Licence Application

### Part 1: Owner Information

	<u>Primary Contact</u>	<u>Alternate or Emergency Contacts</u>
Name:		
Leased Lot Number:		
Cell Phone:		
Email:		
Home Telephone:		
Street Address:		
City:		
Postal Code:		

### Part 2: Animal Information

Pet Type:	<input type="checkbox"/> Dog	<input type="checkbox"/> Cat	<input type="checkbox"/> Other (Specify):	
Pet Gender:	<input type="checkbox"/> Male	<input type="checkbox"/> Female	<input type="checkbox"/> Unknown	
Animal Breed or Variety:				
Animal Color and Distinguishing Characteristics:				
Description of Collar or Tag:				
Is this Pet Spayed or Neutered? (Fixed)	<input type="checkbox"/> Y	<input type="checkbox"/> N	Veterinary Evidence?	<input type="checkbox"/> Y <input type="checkbox"/> N
If pet remains unfixed, why is exemption requested?				

### Part 3: History of Prior Bylaw Offences involving this Animal (Leave Blank if Not Applicable)

Ticket Number:	
Offense Date:	
Description of Offence:	

**The Sakimay First Nations may Require the Removal of any Animal Reasonably Deemed to be Dangerous**  
*Section 20, Sakimay First Nations Community Standards Bylaw*

### Part 4: Applicable Fee Schedule

Animal Fixed and Veterinary Documents Readily Available:	<input type="checkbox"/> Y <input type="checkbox"/> N	\$5 plus applicable taxes
Animal Fixed and Veterinary Documents Not Available:	<input type="checkbox"/> Y <input type="checkbox"/> N	\$10 plus applicable taxes
Animal Not Fixed, Exemption Provided in Previous Year:	<input type="checkbox"/> Y <input type="checkbox"/> N	\$20 plus applicable taxes
Animal Not Fixed, Exemption Requested This Year:	<input type="checkbox"/> Y <input type="checkbox"/> N	\$25 plus applicable taxes
Fixing Exemption Authorized by Sakimay First Nations or Appointed Designate:	<input type="checkbox"/> Y <input type="checkbox"/> N	

***If Exemption is Not Approved, Applicant has 30 days to Fix Animal, or Remove it from the Subject Lands***

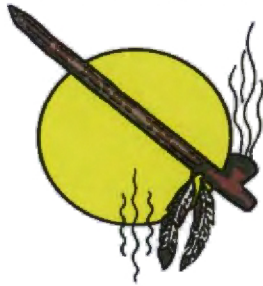
### Part 4: Applicant Declaration

I hereby acknowledge and certify that the information contained in this application is true, complete, and correct. I understand that it is a serious offence to provide false or misleading data.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date



# Sakimay First Nations

Telephone: (306) 697-2831

Fax: (306) 697-3565

P.O. Box 339

Grenfell, SK

S0G 2B0

## Schedule K: Sign Permit Application

### Part 1: Basic Application Information

Civic and Legal Address of Leased Lot: \_\_\_\_\_

#### Registered Tenants Information:

	<u>Person 1</u>	<u>Person 2</u>	<u>Person 3</u>
Name:			
Street Address:			
City:			
Postal Code:			
Telephone:			

Principle Contact for Sign Application:	_____	Telephone:	_____
Sign Supplier if Purchased Commercially:	_____	Telephone:	_____
Sign Installer:	<input type="checkbox"/> Tenant	<input type="checkbox"/> Commercial Supplier	<input type="checkbox"/> Professional Contractor

### Part 2: Details of Sign to be Installed

#### Type of Sign:

<u>Sign Style:</u>	<u>Sign Material:</u>	<u>Sign Illumination:</u>
<input type="checkbox"/> A-frame	<input type="checkbox"/> 3-D Sculpture	<input type="checkbox"/> Exterior Bulb
<input type="checkbox"/> Awning	<input type="checkbox"/> Carved Wood	<input type="checkbox"/> Interior Florescent
<input type="checkbox"/> Back-Lit	<input type="checkbox"/> Coroplast	<input type="checkbox"/> LED (Electronic)
<input type="checkbox"/> Banner	<input type="checkbox"/> Decorative Concrete	<input type="checkbox"/> None
<input type="checkbox"/> Feather	<input type="checkbox"/> Decorative Glass	<input type="checkbox"/> Other
<input type="checkbox"/> Flag	<input type="checkbox"/> Decorative Metal	<input type="checkbox"/> Phosphorescent
<input type="checkbox"/> Mural	<input type="checkbox"/> Decorative Stone	<input type="checkbox"/> Spotlight
<input type="checkbox"/> Other	<input type="checkbox"/> Fabric	Details if "Other" Fields Selected:
<input type="checkbox"/> Pole	<input type="checkbox"/> Gas Tube	
<input type="checkbox"/> Post & Panel	<input type="checkbox"/> Other	
<input type="checkbox"/> Pylon	<input type="checkbox"/> Polycarbonate	
<input type="checkbox"/> Reader Board	<input type="checkbox"/> Painted Metal	
	<input type="checkbox"/> Painted Plywood	
	<input type="checkbox"/> Raised Letter	
	<input type="checkbox"/> Signboard	

Height of Sign from Ground to Top (m):	_____	Foundation Details:	_____
Width of Sign Between Outer Edges (m):	_____	Location Details:	_____

**ALL SIGN APPLICATIONS MUST BE ACCOMPANIED WITH A FULL COLOR PROOF**

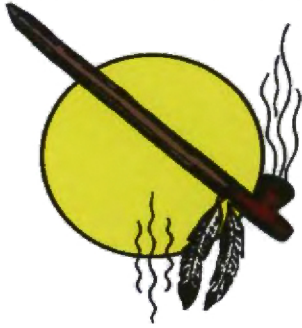
### Part 3: Applicant Declaration

I hereby acknowledge and certify that the information contained in this application and related attachments is true, complete, and correct. I understand that no sign installation may occur before written authorization is provided by the Sakimay First Nations. I understand that I alone am fully responsible for complying with all sign provisions contained within Bylaw 2017-02, including permissible dimensions and quality standards. No sign may contain words, letters, or symbols deemed offensive by the Band. The designated fee for all sign applications is \$20. Installation must occur within 10 days of approval.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date



# Sakimay First Nations

Telephone: (306) 697-2831

Fax: (306) 697-3565

P.O. Box 339

Grenfell, SK

SOG 2B0

## Schedule L: Summary Offence Ticket Appeal Form

<b>TICKET NUMBER:</b>	<b>TICKET DATE:</b>	<b>APPEAL DATE:</b>
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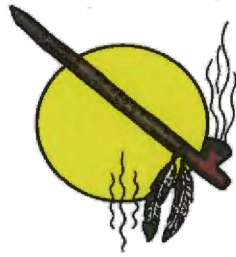
*Summary Offence Ticket Appeals Must be Submitted within Seven (7) Calendar Days of Ticket Issuance*

<b>Ticket Issued To:</b>	
Name:	
Permanent Address:	
City:	
Postal Code:	
Province:	
<b>Ticket Issued For:</b>	
Bylaw:	
Section:	
Infraction(s):	

Check this Box if a Fee Reduction is being requested	<input type="checkbox"/>	I Understand that a Request for Fee Reduction negates the right to Appeal this ticket at a later date; the Sakimay First Nations or appointed designate shall be the sole determinant in authorizing a Fee Reduction and establishing the reduced fine amount, if applicable.
Check this Box if a Ticket Appeal is being requested	<input type="checkbox"/>	I Understand that Appealing this ticket negates the right to request a Fee Reduction from the Sakimay First Nations or appointed designate at a later date, if the Appeal is unsuccessful and the ticket is upheld by an independent adjudicator.

**Please Explain the Detailed Reasons Why a Fee Reduction or Ticket Appeal is Being Sought**


Signature of Disputant or Authorized Agent:	Date:
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Grenfell, SK

SOG 2B0

## Schedule M: Notice of Contravention

**NOTICE NUMBER:** \_\_\_\_\_

### This Notice is Issued To:

Suspect's Name:	
Permanent Address:	
Municipality:	
Postal Code:	
Province:	
Residency Status of Offender:	<input type="checkbox"/> Tenant <input type="checkbox"/> Non-Tenant Resident <input type="checkbox"/> Visitor

### This Notice is Issued By:

Enforcement Authority ID:	
Date and Time of Warning Issued:	

### This Notice is Issued Because:

The Enforcement Authority indicates that he or she has reasonable and probable grounds to believe that the above named has committed the following offences contravening enacted Sakimay First Nations Bylaws:

Description of Offence:	
-------------------------	--

Applicable Bylaw:	<input type="checkbox"/> Property Standards Bylaw 2017-1
	<input type="checkbox"/> Community Standards Bylaw 2017-2
	<input type="checkbox"/> Environmental Standards Bylaw 2017-3

Reference Bylaw Section:	Infraction 1:	
	Infraction 2:	
	Infraction 3:	
	Infraction 4:	
	Infraction 5:	

Location of suspected Contravention:		
Is this the first time that a notice of violation has been issued to the suspect?	Yes	No
If no, was there previous notice of violation in regards to the same contravention?	Yes	No
If yes, what is the Notice/File No. for the previous occurrence?	Notice/File No.	

Summary of communication with Suspect:	
--	--

The Suspect has been instructed to do the following:	
--	--

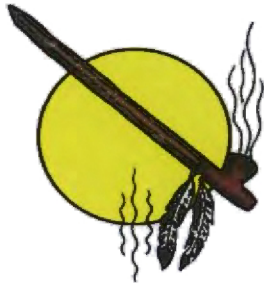
Follow up Communication with Suspect:			
Date:	Comments:	Communcation By:	Completed?
			Yes No
			Yes No

### If This Ticket is Disputed:

<input type="checkbox"/>	I do not agree that I committed this offence as alleged by the Enforcement Authority
<input type="checkbox"/>	I acknowledge that I committed this offence, and will carry out requested actions.
<input type="checkbox"/>	There are mitigating circumstances to the situation as corroborated by 3rd party witnesses

*Notices will be retained by Sakimay First Nations or Appointed Designate and kept on file for future reference and evidence related to potential future ticketing by Sakimay Bylaw Enforcement Officers.*

Signature of Disputant or Authorized Agent:		Date:	
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# Sakimay First Nations

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Grenfell, SK

SOG 280

## Schedule N: Recreational Vehicle/Trailer Parking Permit Application

### Part 1: Basic Application Information

Civic and Legal Address of Leased Lot:

### Registered Tenants Information:

	<u>Person 1</u>	<u>Person 2</u>	<u>Person 3</u>
Name:			
Street Address:			
City:			
Postal Code:			
Telephone:			
Principle Contact for this Vehicle:			Email:
Alternate Contact for this Vehicle:			Email:

### Part 2: Permit Details

#### Type of Application (Please Check Only One Box):

Initial Parking Permit (< 2 Weeks)
  Extended Parking Permit (2 Weeks > 8 Weeks)

#### Recreational Vehicle/Trailer Details:

Name of Registered Vehicle Owner:		Parking Duration:	
Model/Make/Year of Unit:		License Plate #:	
Parking Start Date:		Parking End Date:	
Source of Potable Water:		Source of Sewage Disposal:	

Details for Lot Access, Driveway, and Parking Areas:

### Part 3: Intended Use Checklist

#### Please Indicate the Desired Reason for Parking on Leased Property

- Overnight Recreational Stay
  Storage  
 Long Term Recreational Stay
  Parking for repairs, renovation or alternations

### Part 4: Applicant Declaration

I hereby acknowledge and certify that the information contained in this application and any related attachments is true, complete, and correct. I understand that only one (1) recreational vehicle is allowed on a leased lot at any time and that any permitted vehicle may not remain on leased lot property for a period longer than 8 total cumulative weeks per calendar year. I understand that I must obtain and display a parking permit prior to parking on any leased lot and that authorization is being provided by the Sakimay First Nations. I understand that I alone am fully responsible for complying with all provisions within applicable Sakimay First Nation bylaws and ordinances.

Signature \_\_\_\_\_

Printed Name \_\_\_\_\_

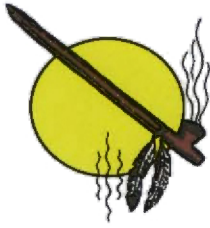
Date \_\_\_\_\_

\* The fee for a Recreational Vehicle/Trailer parking Permit issued under this Bylaw 2017-02 shall be:

i. \$50.00 for the first initial two (2) weeks of stay.

ii. \$50.00/night for each day beyond the initial two (2) weeks up to a maximum of eight (8) total cumulative weeks per calendar year.

\*\*A new permit must be retained for each separate recreational vehicle/trailer for each intended period of stay



**Sakimay First Nations**

P.O. Box 339  
Grenfell, SK  
S0G 2B0  
Telephone: (306) 697-2831  
Fax: (306) 697-3565

# RV/TRAILER Parking PERMIT

PERMIT NUMBER: \_\_\_\_\_

PERMIT DATE: \_\_\_\_\_

PROPERTY ADDRESS: \_\_\_\_\_

APPROVED PERIOD OF STAY: \_\_\_\_\_

Permit Issued by Sakimay Representative: \_\_\_\_\_

**THIS PERMIT MUST BE VISIBLY POSTED IN RV/TRAILER**