

## BYLAW OF KIASHKE ZAAGING ANISHINAABEK (GULL BAY FIRST NATION)

### THE “KZA First Nation Vehicle Parking, Removal, and Derelict Vehicle Bylaw.”

KZA Bylaw – March 23, 2026

#### WHEREAS:

- A. Kiashke Zaaging Anishinaabek First Nation (KZA) is an Anishinaabe Nation also known as Gull Bay First Nation whose members have exercised ancestral stewardship over, and continuous governance of, the Gull Bay lands since time immemorial, and whose rights and interests in those lands were recognized — but not surrendered — through the Robinson-Superior Treaty of 1850;
- B. the inherent jurisdiction of KZA, and the rights of its members to self-determination over matters arising within KZA lands, have never been ceded, surrendered, or extinguished, and are hereby affirmed;
- C. the United Nations Declaration on the Rights of Indigenous Peoples (*UNDRIP*) recognizes and affirms the right of Indigenous peoples to maintain, protect, and develop their legal orders and customary laws, and to exercise jurisdiction over matters affecting their communities and territories;
- D. Canada has enacted the *United Nations Declaration on the Rights of Indigenous Peoples Act*, S.C. 2021, c. 14, which affirms the application of *UNDRIP* in the Canadian context and commits Canada to implementing it in consultation and cooperation with Indigenous peoples;
- E. KZA has a longstanding tradition of customary practices and community governance for addressing transgressions and resolving matters affecting the well-being, safety, and order of the community, and this Bylaw is consistent with and grounded in those customary practices and the inherent governance authority of KZA;
- F. section 81(1) of the *Indian Act* authorizes the Council of a band to make bylaws for the benefit, comfort, safety, health, and well-being of the band and its members, including bylaws regulating the use of land in the reserve, the regulation of traffic, the observance of law and order, and the control or prohibition of any activity that is deemed prejudicial to the health or safety of residents of the reserve;
- G. Council has determined that the parking, storage, and abandonment of vehicles and recreational assets on KZA roads and lands in a manner that obstructs emergency vehicle access, poses environmental hazards, or otherwise endangers the health, safety, and well-being of the community constitutes a matter requiring prompt and effective governance action; and

- H. Council has deemed it expedient and necessary for the well-being of KZA and its members to enact a bylaw governing the parking, removal, and management of vehicles, recreational assets, and derelict vehicles on KZA lands;

**NOW THEREFORE, KZA Council enacts as follows:**

**PART 1 – TITLE AND PURPOSE**

- 1.1 This Bylaw shall be cited as the *KZA First Nation Vehicle Parking, Removal, and Derelict Vehicle Bylaw*.
- 1.2 The purpose of this Bylaw is to:
- (a) regulate and prohibit the parking, stopping, and leaving of Vehicles and Derelict Vehicles on KZA Lands, including KZA Roads and public spaces;
  - (b) authorize the removal, towing, detention, and impoundment of Vehicles and Derelict Vehicles that violate this Bylaw;
  - (c) provide for recovery of all associated costs from responsible members or persons;
  - (d) address the environmental and safety hazards posed by Derelict Vehicles on KZA Lands; and
  - (e) protect access to critical community infrastructure at all times.

- 1.3 This Bylaw applies throughout all KZA Lands.

**PART 2 – DEFINITIONS AND INTERPRETATION**

- 2.1 In this Bylaw:

**"Authorized Officer"** means:

- (a) a peace officer, member of a Police Force, or a KZA enforcement officer;
- (b) a police officer, police constable, sheriff and sheriff's officers, constable, or other Person employed for the preservation and maintenance of the public peace;
- (c) the Government Administrator, or
- (d) any other person or class of person designated by Band Council Resolution to enforce this Bylaw.

**"Band Council Resolution"** means a duly enacted resolution passed by Council.

**"Council"** means the duly elected Chief and Council of the KZA First Nation.

**"Derelict Vehicle"** means any Vehicle or Recreational Asset that:

- (a) has not been moved for a continuous period exceeding seventy-two (72) hours and is not in operating condition;
- (b) lacks valid registration, licence plates, or insurance;

- (c) is in a state of disrepair, deterioration, or abandonment such that it leaks or is at risk of leaking fluids including gasoline, oil, antifreeze, or other hazardous substances onto KZA Lands; or
- (d) has been left or stored on a Road or Highway for a continuous period exceeding **seventy-two (72) hours** without evidence of active use or an intention to return.

**"Government Administrator"** means the Band Manager, Chief Administrative Officer, or similar individual leading the Gull Bay First Nation administration.

**"Highway" or "Road"** means any road, lane, pathway, driveway, trail, lane, bridge, or thoroughfare on KZA Lands, whether or not it is a public highway within the meaning of provincial legislation.

**"KZA Lands"** means all reserve lands of KZA held pursuant to the *Indian Act*, including all roads, rights-of-way, public spaces, parks, boulevards, sidewalks, and common areas.

**"KZA Administration"** means the administrative staff and employees of KZA acting under the direction and authority of Council in the management and administration of KZA programs, services, and operations.

**"Occupant"** means any Member or other person who occupies a KZA dwelling or parcel of land pursuant to a Band Council Resolution, lease, licence, or any other authorization from Council, regardless of whether the person holds a Certificate of Possession or other formal interest in the land.

**"Owner"** means the registered owner of a vehicle or, where ownership cannot be established, the person who had care and control of the vehicle immediately prior to its removal.

**"Recreational Asset"** means any trailer, boat, all-terrain vehicle (ATV), snowmobile, motorcycle, recreational vehicle (RV), or similar asset, whether motorized or non-motorized, owned by or in the care and control of a member or other person on KZA Lands.

**"Vehicle"** includes any automobile, truck, van, bus, motorcycle, ATV, snowmobile, trailer, boat, recreational vehicle, and trailer combination, or other motorized or non-motorized conveyance, and includes any Recreational Asset as defined in this Bylaw.

## 2.2 In this Bylaw:

- (a) words in the singular include the plural, and vice versa;
- (b) references to any gender include all genders;
- (c) "including" means "including, but not limited to";
- (d) headings are for convenience only and do not affect interpretation;
- (e) a reference to any enactment includes every amendment to it and any law enacted in substitution for it; and

- (f) where a word or expression is defined, other grammatical forms of the same word have corresponding meanings.

2.3 This Bylaw and each of its provisions shall be considered as always speaking and where a matter or thing is expressed in the present tense, it shall be applied to the circumstances as they arise, so that effect may be given to this Bylaw according to its true spirit, intent and meaning.

2.4 Unless otherwise expressly provided in this Bylaw, the following rules apply to the calculation of time:

- (a) a reference to a number of days means calendar days, unless the context otherwise requires;
- (b) where a period is expressed in hours, the calculation runs continuously without regard to weekends or holidays, unless otherwise specified; and
- (c) a reference to a specific time of day means local time at KZA Lands.

### **PART 3 – PROHIBITED PARKING**

3.1 No person shall park, stop, or leave a Vehicle on KZA Lands:

- (a) within **10 metres** of a stop sign;
- (b) within **10 metres** of a fire hydrant, measured from the point on the curb or edge of the roadway closest to the fire hydrant;
- (c) on any Road or Highway for a continuous period exceeding **seventy-two (72) hours**;
- (d) so as to obstruct or interfere with the normal flow of traffic on any Road or Highway;
- (e) so as to obstruct the visibility of any traffic control device or sign;
- (f) in contravention of any restriction or prohibition indicated on a traffic control device;
- (g) for a longer period than indicated on any applicable traffic control device;
- (h) in any location where there is insufficient room for another Vehicle to pass, or where the parked Vehicle cannot be clearly seen from a distance of **60 metres** in either direction;
- (i) so as to obstruct or interfere with access by emergency or utility service Vehicles to any KZA infrastructure, building, or property;
- (j) on, over, or along any ditch, boulevard, sidewalk, curb, pathway, footpath, or crosswalk designated or used for pedestrian traffic;
- (k) on any park or protected area or other place set apart for natural preservation, cultural protection, ornament, embellishment, or public recreation;
- (l) in any location other than a designated parking area, where a designated parking area is available; or
- (m) in any location on the Road or Highway if it is practicable to park the Vehicle entirely off the Road or Highway.

3.2 Council may, by Band Council Resolution, designate areas on or adjacent to Roads or Highways on KZA Lands in which parking or stopping a Vehicle is prohibited or restricted to certain times and days.

3.3 The prohibitions in section 3.1 do not apply when a Vehicle is so disabled that it is not practicable to avoid temporarily stopping it on a road or Highway, provided that the Vehicle is removed as soon as it is practicable to do so and in any event no later than within **seventy-two (72) hours** of the Vehicle first being stopped.

3.4 In addition to all other penalties under this Bylaw, any person who causes damage to a Road or Highway on KZA Lands, or any person who is the Owner or operator of a Vehicle that causes damage shall be responsible for the cost of repairing that damage.

#### **PART 4 – DERELICT VEHICLES**

4.1 No person shall park, leave, store, or permit to remain on KZA Lands any Derelict Vehicle.

4.2 No Occupant shall permit any Vehicle owned by them or in their care, custody, or control, or owned by or in the control of any person whom the Occupant has permitted to park or store a Vehicle on the land or property they occupy, to:

- (a) remain on KZA Lands without valid registration, licence plates, or proof of insurance for a period exceeding **forty-eight (48) hours** after written notice from an Authorized Officer;
- (b) leak or cause the seepage of gasoline, oil, antifreeze, or any other hazardous fluid onto KZA Lands; or
- (c) deteriorate to a state that constitutes or is reasonably likely to constitute a public nuisance, safety hazard, or environmental hazard, whether or not the Vehicle has yet met the definition of a Derelict Vehicle.

4.3 **An Authorized Officer** may, by written notice delivered to the Occupant of the property where a Derelict Vehicle is situated, require the Occupant to remove the Derelict Vehicle within **forty-eight (48) hours** of the delivery of such notice. Failure to comply shall authorize removal of the Derelict Vehicle by an Authorized Officer under Part 5 of this Bylaw.

4.4 This Bylaw is intended to complement and operate alongside any existing Band Council Resolutions previously enacted by Council addressing environmental stewardship or hazardous and Derelict Vehicles.

#### **PART 5 – REMOVAL, TOWING, AND IMPOUNDMENT**

5.1 Where a Vehicle is situated on KZA Lands, whether attended or unattended, and:

- (a) it contravenes any provision of Part 3 or Part 4 of this Bylaw;
- (b) it interferes with the removal of snow from a Road or Highway on KZA Lands;

- (c) it interferes with firefighting, propane or fuel delivery, or any other emergency or utility operation;
- (d) it obstructs access to any KZA community infrastructure;
- (e) it shows signs of abandonment but may not yet formally satisfy every element of the Derelict Vehicle definition; or
- (f) it is a Derelict Vehicle as defined in this Bylaw;

an Authorized Officer may:

- (g) require the Owner, Operator, or person in charge of the Vehicle to remove it; or
- (h) remove or cause the Vehicle to be removed, detained, and stored in a suitable place, including a commercial impoundment or storage facility.

5.2 An Authorized Officer acting under section 5.1 is authorized to engage a licensed towing company to remove and transport any Vehicle to a designated storage or impound facility, located outside of KZA Lands, as is necessary.

5.3 A towing company or impound facility operator engaged by or on behalf of KZA pursuant to this Bylaw shall not be liable for theft, conversion, or wrongful interference with property arising solely from the lawful removal of a Vehicle pursuant to this Bylaw, provided that nothing in this Bylaw limits liability for loss or damage caused by the negligence of the towing company or impound facility operator.

5.4 The keeper of any repair shop, garage, impound lot, or storage facility where a Vehicle is stored pursuant to this Part is under no obligation to return the Vehicle to the Owner until all charges, costs, and expenses referred to in Part 6 of this Bylaw have been paid in full.

5.5 Council may enter into an agreement with any person, including any Police Force, local government, or towing company, respecting the enforcement of this Bylaw, the removal and storage of Vehicles, and related matters.

## **PART 6 – RECOVERY OF VEHICLES AND COST RECOVERY**

6.1 A Vehicle that has been removed, detained, or stored under Part 5 may be recovered by the Owner upon:

- (a) presenting satisfactory proof of ownership to the keeper of the storage facility or to KZA Administration during regular business hours; and
- (b) paying in full all charges, costs, and expenses incurred in connection with the removal, towing, transportation, storage, and impoundment of the Vehicle.

6.2 All costs and charges for the removal, towing, transportation, care, and storage of a Vehicle removed under this Bylaw, including:

- (a) administrative costs incurred by KZA, including legal costs;
- (b) towing and other charges related to the removal of the Vehicle;
- (c) any and all impound and storage fees; and

(d) any enforcement costs incurred by KZA,

shall be the responsibility of and shall be paid by the Owner of the Vehicle. Where an Occupant of KZA Lands has permitted or facilitated the presence of the Vehicle in contravention of this Bylaw, and has been given written notice and a reasonable opportunity to be heard, the Occupant may be held jointly and severally liable for such costs.

6.3 All costs recovered under this Bylaw constitute a charge against the responsible Occupant and/or Owner or both until paid in full.

6.4 Where a Vehicle removed and impounded under Part 5 of this Bylaw is not claimed by its Owner within **thirty (30) days** of the date of removal, KZA Administration may cause the Vehicle to be offered for sale by **public auction**.

6.5 Pre-Sale Notice Requirements:

(a) Prior to offering a Vehicle for public auction or other disposition under section 6.4, the KZA Administration shall:

- i. publish a notice of the intended sale in a **local newspaper of general circulation** for a minimum of **seven (7) days** before the date of the auction or disposal; and
- ii. where the Vehicle is registered under applicable provincial or territorial motor vehicle legislation, provide **written notice to the motor vehicle registrar** of the relevant jurisdiction advising of the intended sale or disposal, to the extent practicable and as may be required by applicable law.

(b) The notice required under section 6.5(a)(i) shall include, at minimum:

- i. a description of the Vehicle sufficient to identify it (including make, model, year, and licence plate or serial number where known);
- ii. the date, time, and location of the intended auction or disposal; and
- iii. contact information for the KZA Administration through which an Owner may claim the Vehicle prior to the sale date.

(c) Where the identity and contact information of the Owner are known or reasonably ascertainable, the KZA Administration shall also make reasonable efforts to provide direct written notice to the Owner at their last known address prior to the sale or disposal.

6.6 Proceeds from the sale of a Vehicle under section 6.4 shall be applied in the following order of priority:

- (a) first, to the satisfaction of all costs, charges, and expenses owing under section 6.2 of this Bylaw;
- (b) second, to any outstanding enforcement costs, administrative costs, or legal costs incurred by KZA in connection with the Vehicle; and

(c) third, any remaining surplus, if any, shall be held by the KZA Administration for a period of **ninety (90) days**, during which time the former Owner may claim the surplus upon providing satisfactory proof of ownership. If unclaimed after **ninety (90) days**, this surplus shall be remitted to the general revenues of KZA.

6.7 No sale or disposal of a Vehicle under this Part shall be invalidated solely by reason of a minor or technical deficiency in the notice provisions of section 6.5, provided that the KZA Administration made reasonable and good-faith efforts to comply with those provisions and provided further that, where the identity and contact information of the Owner were known or reasonably ascertainable, direct written notice was given to the Owner in accordance with section 6.5(c).

6.8 KZA, its Council, officers, employees, and any authorized agents shall not be liable to any Owner or other person for any loss or damage arising from the sale or disposal of a Vehicle in accordance with this Part, provided KZA has complied in good faith with the requirements of this Part.

## **PART 7 – RESPONSIBILITY OF OCCUPANTS**

7.1 Every Occupant of a KZA dwelling or KZA Lands is responsible for ensuring that all Vehicles parked or stored on the land they occupy comply with this Bylaw, including Vehicles belonging to or under the control of:

- (a) the Occupant;
- (b) members of the Occupant's household; and
- (c) any other person whom the Occupant has permitted to park or store a Vehicle on the land they occupy.

7.2 For greater certainty:

- (a) all lands within KZA Lands are held collectively pursuant to the *Indian Act* and are under the care, control, and management of Council;
- (b) no individual member owns the land they occupy, nor any dwelling situated on KZA Lands, unless expressly authorized by valid legal authority issued by Council;
- (c) occupation of KZA Lands and dwellings is granted by and subject to the authority of Council; and
- (d) by reason of the foregoing, all Occupants are subject to this Bylaw and bear responsibility for compliance with it on the lands and premises they occupy.

## **PART 8 – EMERGENCY AUTHORIZATION**

8.1 Notwithstanding any other provision of this Bylaw, where a Vehicle is blocking, obstructing, or impairing access by emergency vehicles or utility service vehicles to KZA community infrastructure, an Authorized Officer may cause the immediate removal of that Vehicle without prior notice to the Owner or Occupant.

8.2 The Owner or responsible Occupant or both shall nonetheless be liable for all costs associated with any emergency removal under section 8.1.

## **PART 9 – OFFENCES AND PENALTIES**

9.1 Every person who contravenes any provision of this Bylaw is guilty of an offence punishable on summary conviction and shall be liable to a fine not exceeding one thousand dollars (\$1,000.00) or imprisonment for a term not exceeding thirty (30) days, or both.

9.2 Where a person contravenes a provision of this Bylaw, each day the contravention continues is a separate offence.

9.3 A person may be found in violation of multiple sections of this Bylaw concurrently.

9.4 Where this Bylaw is contravened, in addition to any other remedies available or penalties imposed, Council may, by a proceeding brought in any court of competent jurisdiction, enforce, prevent, or restrain the contravention of this Bylaw.

9.5 Where this Bylaw is contravened, in addition to any other remedy, a court in which a conviction has been entered, or any other court of competent jurisdiction, may make an order prohibiting the continuation or repetition of the offence by the person convicted.

9.6 Where this Bylaw is contravened, in addition to any other remedy, a court in which a conviction has been entered, or any other court of competent jurisdiction, may make an order compelling the Owner or Occupant to comply with this Bylaw.

9.7 All monies incurred by or on behalf of KZA in connection with the enforcement of this Bylaw, including, without limitation, towing, storage, impoundment, administrative, and legal costs, constitute a debt due and owing to KZA by the responsible Owner or Occupant or both as applicable.

9.8 KZA may pursue any and all lawful remedies available to it to recover such debt, including:

**(a) General Remedies. Without limiting the generality of the foregoing, the KZA's available remedies include:**

- i. proceedings before any court of competent jurisdiction; and
- ii. any other recovery mechanism available under applicable law, including civil debt collection proceedings, the registration of liens or charges against any interest held by the responsible person in KZA Lands, and garnishment, to the extent permitted by applicable federal or provincial law.

- (b) **Deduction or Setoff — Procedural Requirements.** Where KZA proposes to apply a deduction or setoff from amounts otherwise payable to the responsible person as a recovery mechanism, the following procedural requirements apply:
- i. KZA shall first provide written notice of the proposed deduction to the responsible person, specifying the amount claimed and the basis for the debt;
  - ii. the responsible person shall be afforded not less than fourteen (14) days from receipt of such notice to dispute the underlying debt in writing; and
  - iii. where a written dispute is received within that period, KZA shall not proceed with the deduction or setoff until the dispute has been resolved through an applicable KZA process or other process under applicable law.

9.9 When exercising any discretionary authority in connection with the management and use of KZA Lands, Council may consider any amounts lawfully owed to KZA by a person under this Bylaw, whether undisputed or the subject a resolved dispute, in making any discretionary decision that affects that person within the jurisdiction of KZA.

9.10 Nothing in this section shall be construed to create an obligation to consider monies due and owing to KZA, but Council's discretion to consider outstanding indebtedness under this Bylaw in connection with decisions related to the management and use of KZA Lands and the enforcement of this Bylaw is expressly affirmed.

## **PART 10 – GENERAL**

10.1 This Bylaw is passed with the intention that if any part of this Bylaw is declared or held invalid for any reason, the invalidity of that part shall not affect the validity of the remainder, which shall continue in full force and effect and be construed as if this Bylaw had been executed without the invalid part.

10.2 This Bylaw shall be interpreted in a manner consistent with Council's authority under any other applicable law, principles of reconciliation, and KZA's inherent jurisdiction and traditional legal order.

10.3 Any written notice required or permitted under this Bylaw may be given by:

- (a) personal delivery to the recipient;
- (b) leaving it at the recipient's last known address on KZA Lands;
- (c) sending it by prepaid mail to the recipient's last known address; or
- (d) any other method of communication that provides reasonable confirmation of receipt.

Notice sent by prepaid mail shall be deemed received on the fifth (5th) business day after mailing.

**Part 11 – Coming into Force and Effect**

11.1 This Bylaw comes into force immediately upon publication on KZA internet site or other valid form of publication pursuant to section 86 of the *Indian Act*.

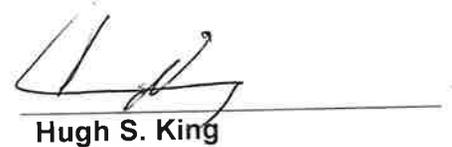
**THIS BYLAW IS HEREBY** made at a duly convened special meeting of KZA Council this 23<sup>rd</sup> day of March, 2026.

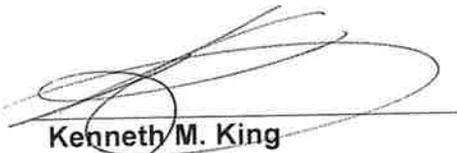
The quorum of the Gull Bay Council is 5.

  
Chief Wilfred N. King

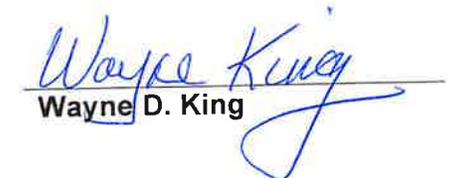
  
Anthony E. Esquega

signature obtained electronically  
Geraldine M. King

  
Hugh S. King

  
Kenneth M. King

  
Kevin W. King

  
Wayne D. King

signature obtained electronically  
Ramon A. Meza King

Oath of Office documents remain unexecuted  
Hubert Wigwas

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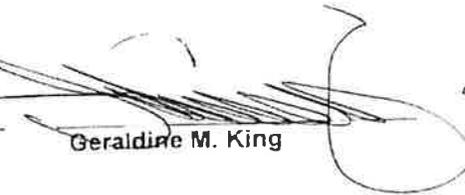
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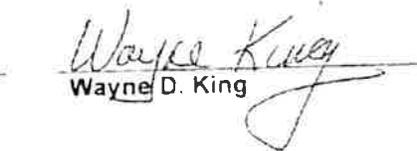
  
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Ramon A. Meza King

Oath of Office documents remain unexecuted  
Hubert Wigwas

Signatures of Geraldine King and Ramon Mezaking were obtained electronically and submitted by scan.  
