

THE MUNICIPAL CORPORATION OF THE CITY OF IQALUIT, NUNAVUT
BY-LAW NO. 853

A by-law of the Municipal Corporation of the City of Iqaluit (hereafter “the City”) in the Nunavut Territory to provide for the administration of *Municipal Lands*, pursuant to Sections 53.4 and 53.5 of the *Cities, Towns and Villages Act*, R.S.N.W.T. 1988 (Nu), c. C-8, as amended (hereafter “the Act”).

Whereas Article 14 of the Nunavut Agreement grants municipalities authority over Municipal Lands,

Whereas the Council of the City wishes to respect the terms of the Nunavut Agreement and recognize its primary importance,

Whereas the Council of the City (hereafter “Council”) deems it desirable to establish a consistent process for the *acquisition*, holding, development and *disposal* of real property,

NOW THEREFORE, Council in session duly assembled, enacts as follows:

TABLE OF CONTENTS

A. Title.....	2
B. Definitions.....	2
C. Application of By-law.....	7
D. Acquisition of Land	8
E. Disposal of Land	8
i. Types of Land Disposal	10
Lease	10
Fee Simple	10
ii. Advertising of Land	11
iii. Application for Land.....	11
iv. Methods for Land Disposal.....	13
v. Terms and Conditions for Disposal	13
vi. Land Inventory.....	14
F. Pricing of Land	15
i. New Parcels	15
ii. Old Parcels	15
iii. Goods and Services Tax.....	15
G. Off-Site Levies.....	15
H. Land Development Fund.....	16
I. Private Sector Development of Municipal Lands.....	17
J. Lease Administration	17

i. Equity Leases 17

ii. Standard Leases 18

iii. Temporary Leases 18

iv. Extension and Renewal of Leases..... 18

v. Transfer of Lease/Mortgage Consent..... 19

vi. Conversion from Standard Lease to Equity Lease..... 20

vii. Termination of Lease 20

viii. Surrender of Lease 21

K. Encroachment and Easement Agreements 22

L. Land Use Permits 22

M. Quarry Management and Permits 23

N. Commissioner’s Lands..... 23

O. By-law Administration..... 23

P. Effect..... 24

Appendix A: Sample Land Acquisition By-law 25

Appendix B: Sample Land Disposition By-law..... 27

Appendix C: Sample Application for Land Form..... 30

Appendix D: Sample Lease Template 34

Appendix E: Ballot Draw Conditions & Procedures 43

A. TITLE

1. This by-law may be cited as “The Land Administration By-Law”.

B. DEFINITIONS

2. In this by-law:

“*acquisition*” means the purchase, *lease* or other acquisition of interests in real property, except as stated in Section D.

“*affiliates*” or “*affiliated*” means a corporation or other legal entity which forms part of or is an arm or a branch of another corporation or legal entity or group, or which is connected to the same body corporate, or is controlled by the same person, as intended in the meaning set out in section 2 of the *Business Corporations Act* of Nunavut.

“ <i>amortization period</i> ”	means the period of time during which a fixed principal sum will be paid in full by installments, where it is subject to a fixed and constant rate of interest.
“ <i>assessed value</i> ”	means the monetary value given to a parcel of land or a <i>lot</i> , and to the improvements present on the said parcel of land or <i>lot</i> , based on the amounts established in the most current Assessment Roll prepared under the <i>Property Assessment and Taxation Act</i> or any act passed in substitution for that act.
“ <i>ballot draw</i> ”	means a process of land <i>disposal</i> whereby applicants enter a lottery, at a certain time and place, to determine, by the luck of the draw, the successful applicants for the <i>parcels</i> available for disposal in the lottery.
“ <i>call for proposals</i> ”	means a process of <i>disposal</i> whereby parties participate in a competitive bid by submitting, at a certain time and place, a written proposal that states how the applicant’s proposal fulfills the City’s requirements outlined in the <i>call for proposals</i> , which proposal shall be evaluated against the criteria specified in the <i>call for proposals</i> .
“ <i>City Asset</i> ”	means a building or other improvements on land purchased or developed with municipal funds, used or previously used for municipal purposes, but does not include an existing building or improvements on land transferred to the City under the Nunavut Land Claim Agreement.
“ <i>development cost</i> ”	means the capital costs incurred in developing land, which may include: <ul style="list-style-type: none">(a) services and activities related to community planning, engineering, urban design, project management and legal;(b) construction of roads, sidewalks, culverts and drainage works;(c) installation of infrastructure associated with water and sanitary services;(d) installation of utilities (e.g. telephone, electrical, etc.);(e) installation of parks, playgrounds, trails and similar infrastructure;(f) snowdrift abatement measures;(g) land fill, excavation and blasting;(h) environmental studies and/or clean up;

- (i) land *acquisition* and *disposal* costs, including legal costs; and
- (j) financing charges, including interest and legal costs for any loans incurred in developing the *parcels*,

but does not include *off-site levies*.

“*disposition*” or
“*disposal*”

means the sale, *lease* or other *disposition* of interests in real property.

“*easement agreement*”

means an agreement granting a non-possessory right to use or enter onto land:

- (a) to permit the passage of people or vehicles;
- (b) to construct, maintain, operate, generate, transmit and/or supply utilities, including, but not limited to:
 - i. electrical power, water, oil or gas;
 - ii. communication systems;
 - iii. ditches, pipes and other related infrastructure for the conveyance of water or sewage; and
 - iv. dams and reservoirs for supply of electrical power or water.

“*Eligible Applicant*”

has the meaning set forth in Section 32

“*encroachment agreement*”

means an agreement granting an adjoining property owner a non-possessory right to use or occupy real property for some purpose, including authorizing encroachment onto that real property, or to permit the passage of people or vehicles.

“*equity lease*”

means a *lease* of real property that requires a specified rental amount payable as a lump sum for the entire term of the lease, but which may allow for payment of the rental over time by periodic payments, subject to payment of interest on the unpaid balance owing from time to time.

“*fee simple*”

means freehold ownership of real property.

“*first-time homebuyer*”

means an individual who and whose *spouse* has not previously and does not presently own a residence or any type of residential unit in Iqaluit, whether or not a *principal residence*, and does not presently own or lease land in Iqaluit zoned for residential development.

<i>“first-come-first-served”</i>	means a process where the first <i>eligible applicant</i> to complete a <i>Land Application</i> to acquire a parcel will have the first right to have their application considered by the City.
<i>“land development”</i>	means the process of planning, design and construction used to convert raw land to serviced building <i>parcels</i> that are ready for construction.
<i>“land use permit”</i>	a personal or revocable privilege to use <i>municipal lands</i> for a specific purpose, for a limited time period, that does not confer or vest in the licensee any title, interest or estate in the land.
<i>“lease”</i>	means a contract in which the owner of real property grants to another <i>person</i> the right to occupy the land for a specific length of time and purpose, subject to the terms set forth therein.
<i>“lender”</i>	means a person who provides mortgage financing to a <i>lessee</i> .
<i>“lessee”</i>	means the holder or holders, for the time being, of the rights and privileges granted to the tenant under a <i>lease</i> .
<i>“lot”</i>	means an area of land shown a plan of survey at Land Titles, which has not been divided into smaller areas.
<i>“market value”</i>	means the value of a <i>parcel</i> based on the amount that a willing buyer would pay to a willing seller, as determined by a professionally qualified land appraiser or assessor, or by <i>public tender</i> or auction.
<i>“Municipal Lands”</i>	means those lands within the City’s boundaries from time to time that meet the definition in Article 14.1.1 of the Nunavut Agreement.
<i>“new parcel”</i>	means a <i>parcel</i> developed within the 3 years preceding the proposed <i>disposal</i> date and for which the <i>development costs</i> are known.
<i>“non-market housing”</i>	means housing intended to be made available for occupancy at below <i>market value</i> and includes a “housing project” and a “student housing project”, both as defined in section 1 of the <i>Housing Corporation Act</i> of Nunavut, a co-operative or community land trust housing project and housing provided by "non-profit organizations".

“ <i>off-site levy</i> ”	means a surcharge collected by the City from a <i>lessee</i> to assist with all or part of the capital costs incurred or expected to be incurred for new or expanded infrastructure, including land, which is not located on the <i>parcel</i> leased to the <i>lessee</i> , but which directly, but not necessarily exclusively, benefits the <i>lessee</i> ’s land.
“ <i>old parcel</i> ”	means a <i>parcel</i> developed more than 3 years before the proposed disposal date or for which the development cost is not known or ascertainable.
“ <i>parcel</i> ”	means any of: <ul style="list-style-type: none">(a) a single lot;(b) a portion of a lot where disposal or acquisition of a portion of a lot is permitted by this bylaw;(c) any combination of two or more <i>lots</i> or <i>portions of lots</i> of owned by, leased or to be leased to the same <i>person</i>, that are developed or intended to be developed for use as a single <i>property</i>.
“ <i>parcel price</i> ”	means the price assigned to a <i>parcel</i> for the purposes of <i>disposal</i> , not including <i>off-site levies</i> or Goods and Services tax.
“ <i>person</i> ”	means an individual, a body corporate, the Government of a territory or province, the Government of Canada, or other legal entity.
“ <i>principal residence</i> ”	means the ordinary and primary dwelling of an individual.
“ <i>property</i> ”	means a <i>parcel</i> that is developed with improvements.
“ <i>public tender</i> ”	means a process whereby applicants participate in a competitive bid process, by submitting, at a certain time and place, a submission establishing the price they are prepared to pay for a <i>parcel</i> , subject to the terms stated in the tender documents issued by the City.
“ <i>replacement cost</i> ”	means the actual development costs incurred for a <i>parcel</i> where known, adjusted for inflation to the current year, or where, the actual development costs are not known, the estimated costs to develop a similar parcel in the City, incorporating <i>site-specific factors</i> .

“ <i>site-specific factors</i> ”	means factors that may be used by the City to add or subtract up to 25% of the development costs of <i>new parcel</i> or the <i>replacement cost</i> for existing developed <i>parcels</i> and include: <ul style="list-style-type: none">(a) size of the parcel of land;(b) site conditions (grade level, amount of fill, blasting etc.);(c) desirability of location (e.g. access to water, views, etc.);(d) adjacent land uses; or(e) proposed land use (e.g. commercial use, <i>non-market housing</i>, etc.). Adjustments to <i>parcel</i> prices may not result in higher total development costs for a particular land development area.
“ <i>spouse</i> ”	means either of two persons who are spouses of each other as defined in subsection 1(1) of the <i>Family Law Act</i> .
“ <i>standard lease</i> ”	means a <i>lease</i> that requires a periodic payment of rent for the term of the <i>lease</i> .
“ <i>surrender</i> ”	means a written agreement between the City and a <i>lessee</i> relinquishing the <i>lessee</i> ’s rights under a <i>lease</i> .
“ <i>temporary lease</i> ”	means a lease for a temporary use, having a term of not less than one year, but not more than 5 years.
“ <i>total lease cost</i> ”	means the total dollar amount to be charged to a <i>lessee</i> for the <i>lease</i> of a <i>parcel</i> , based on the addition of the <i>parcel price</i> , administration charges, if applicable, and any applicable <i>off-site levy</i> .
“ <i>transfer of lease</i> ”	means a document by which a <i>lessee</i> transfers the <i>lessee</i> ’s rights and obligations under a <i>lease</i> to another party.

C. APPLICATION OF BY-LAW

3. Except as provided herein or as otherwise authorized by the Minister, this Bylaw shall apply to the *acquisition* and *disposition* of any real property by the City.
4. This by-law does not apply to:
 - (a) leases of buildings or space within buildings owned by the City;
 - (b) leases of office space or other *property* for use by the City;

- (c) licenses to use buildings or other municipal facilities, other than vacant *Municipal Lands*; or
- (d) short-term leases of *Municipal Lands* under one year in duration.

D. ACQUISITION OF LAND

- 5. The *acquisition* of land must be approved by by-law of Council and must be in writing, signed by the Mayor and the Chief Administrative Officer, and shall be substantially in the form of the template by-law provided in Appendix ‘A’.
- 6. The City may enter into agreements to acquire real property from the federal or territorial government or any other third party for municipal purposes or for the purposes of disposing of such real property.
- 7. No by-law for the purchase, lease or other acquisition of a portion of a lot shall be made unless;
 - (a) The acquisition is required as part of a resurvey of that portion of a lot with other land;
 - (b) The City intends to survey the portion of a lot and other lands within a year; or
 - (c) a survey is not practical for any reason, in the opinion of Council.
- 8. No by-law for the purchase, *lease* or other *acquisition* of land shall be made until:
 - (a) it has been established through a search at the Nunavut Land Titles Office that the City may lawfully acquire an interest in the lands;
 - (b) an inspection of the lands and a review of relevant documents has been conducted to determine:
 - i. if the lands are occupied;
 - ii. if there are any improvements on the lands;
 - iii. if there are any easements affecting the lands;
 - iv. if there are any environmental liability issues affecting the land; and
 - v. such other information as Council may, in its discretion, consider relevant.

E. DISPOSAL OF LAND

- 9. The *disposal* of land must be approved by by-law of Council and must be in writing, signed by the Mayor and the Chief Administrative Officer, and shall be substantially in the form of the template by-law provided in Appendix ‘B’.
- 10. No by-law for the sale, lease or disposition of a portion of a lot shall be made unless:

- (a) The disposition is required as part of a resurvey of that portion of a lot with other land;
 - (b) it is a condition of the disposition that a survey of the portion of a lot and other lands be completed within a year; or
 - (c) a survey is not practical for any reason, in the opinion of Council.
11. No by-law for the *disposal* of land shall be made until it has been established through an inspection of the lands and a review of relevant documents has been conducted to determine:
- (a) if the lands are occupied;
 - (b) if there are any improvements on the lands;
 - (c) if there are any easements affecting the lands;
 - (d) if there are any environmental liability issues affecting the land; and
 - (e) whether any other circumstances exist that may prevent or delay the proposed *disposal* of land.
12. Except as expressly provided herein, the City may dispose of land by any of the following competitive processes:
- (a) *public tender*;
 - (b) auction;
 - (c) *call for proposals*;
 - (d) *ballot draw*; and
 - (e) "*first-come-first-served*".
13. Council may authorize the disposal of a parcel without using a competitive process:
- (a) to the federal government, or the territorial government;
 - (b) where the parcel is to be offered to a person for the purpose of *non-market housing*;
 - (c) to an adjoining property owner where the parcel can only be of use to the *lessee* or *fee simple* owner of that adjoining parcel, because of its size, location or configuration;
 - (d) to an adjoining property owner where, in the opinion of council, that property owner reasonably requires the parcel to expand or improve a business or other activity conducted on such adjoining property, provided, however, that council shall not approve any disposal under this subsection without first giving public notice of its intention to consider such request.
14. Previously unimproved parcels (never been improved) shall not be disposed of by auction or tender.

15. Previously improved parcels may be disposed of by auction, public tender, or any other manner permitted by this bylaw, even if the improvements have been removed before the disposal is approved by Council
16. If a *parcel* to be disposed of includes a City Asset, Council shall, in the by-law authorizing disposal of the *parcel*:
 - (a) allocate such portion of the proceeds of disposition to the City Asset as Council may deem appropriate;
 - (b) direct whether the proceeds of disposition of the City Asset shall be deposited to the General Fund or other specific purpose fund; and
 - (c) direct whether the balance of the proceeds of disposition shall be deposited to the Land Development Fund or, if the parcel was acquired using funds from the General Fund or another special purpose fund, to the General Fund or that other special purpose fund.
17. If a parcel being disposed of does not include a City Asset, the proceeds of disposition, including the value of any improvements thereon, shall be deposited to the Land Development Fund.

i. Types of Land Disposal

Lease

18. Except as provided herein, all City *leases* shall be by way of *equity lease* unless Council decides, due to the unique circumstances of the *disposal*, that a *standard lease* would be a more appropriate means to *lease* a particular *parcel*.
19. A temporary lease shall be issued by standard lease unless otherwise directed by Council.
20. The standard term for all *leases* shall be 30 years. The City may, at its discretion, enter into a *lease of Municipal Lands* for a shorter or longer term, based on the nature and value of the improvements to be constructed on such land.
21. The City shall not enter into a *lease of Municipal Lands* for a term exceeding 99 years.
22. Refer to Section J for the details of *lease* administration.

Fee Simple

23. The City shall not dispose of *Municipal Lands* in *fee simple* unless a community referendum held pursuant to Section 14.8.4 of the Nunavut Agreement grants authority to the City to do so.
24. If in accordance with Provision 23 above, the City is granted authority to dispose of lands in *fee simple*, Council may authorize the transfer of the fee simple title to the lessee under an *equity lease* subject to the following:
 - (a) the *equity lease* is paid in full;

- (b) the *equity lease* is otherwise in good standing; and
- (c) the payment of a fee for the administrative costs associated with the transfer, as determined by resolution of Council, from time to time.

ii. Advertising of Land

- 25. The City shall not dispose of land until it has notified the public that the lands are available by publishing an advertisement in a newspaper having weekly circulation in the City for at least two (2) consecutive weeks and by posting notices in 5 prominent places in the City.
- 26. Each advertisement shall include:
 - (a) the legal description of the land, if any;
 - (b) a drawing showing the size and location of the land;
 - (c) the exact or anticipated *total lease cost*, or if the land is to be disposed of by *public tender, call for proposals*, or public auction, the minimum acceptable bid;
 - (d) the process by which the *disposal* of land will occur;
 - (e) the location and time at which applicants for the land may participate in the process;
 - (f) where and when applicants can obtain application forms; and
 - (g) where and when applicants can obtain further information.
- 27. The advertising of vacant land by public notice is not required if:
 - (a) the land is required by the City;
 - (b) Council has authorized direct disposal of land to a specific person pursuant to section 13 of this bylaw; and
 - (c) the land was previously advertised and has not been disposed of.
- 28. Notwithstanding subsection 27(c), vacant land shall be re-advertised for *disposal* if the zoning of the land has changed since the land was advertised. In this circumstance, the City may give notice in the manner it sees fit.

iii. Application for Land

- 29. The City shall accept only a written application for land in the form provided in Appendix 'C'.
- 30. Every application shall contain:
 - (a) the legal name of the applicant or applicants;
 - (b) the legal description of the land or an acceptable sketch;
 - (c) the purpose for which the land is to be used;

- (d) a request, if applicable, for joint tenancy or tenancy-in-common;
 - (e) the signature of the applicant or applicants;
 - (f) a non-refundable application fee, as set out in the City's Fees and Charges By-law;
 - (g) in the case of an applicant that is a body corporate, a list of the applicant's *affiliates*; and
 - (h) such other information as the City may require for the particular application.
31. To be eligible to be considered an "eligible applicant", each person applying in the same application to acquire land must meet the following requirements at the relevant date:
- (a) the applicant or any *affiliated* corporation is not more than 60 days in arrears in payment of *property* taxes payable to the City;
 - (b) existing *leases*, if any, between the applicant and the City are in good standing, including, but not limited to, payment of lease payments;
 - (c) existing accounts and other financial charges, if any, owing to the City by the applicant are current;
 - (d) the applicant meets any applicable residency requirements; and
 - (e) all other conditions applying to the disposal process up to the time of *acquisition*.
32. The eligibility of an applicant shall be determined:
- (a) at the date specified in any *public tender* or *call for proposals*, if any, or, if no date is specified, at the deadline for submission of tenders or calls for proposal;
 - (b) five business days before a *ballot draw* in the case of a *ballot draw*; and
 - (c) at the time of submission of the application in all other cases.
33. The City shall be not be obligated to accept an application from any person who is not an *eligible applicant*.
34. All applications shall be approved or rejected by the Director of Planning and Development or his or her delegate, unless otherwise noted in this By-law.
35. When considering applications, there shall be regard for the City's General Plan and Zoning By-law.
36. The City shall, within 60 days after the receipt of a complete application, notify the applicant in writing, whether the application is approved or rejected.
37. The City may require proof that an applicant remains eligible before entering into any disposal agreement with the applicant.

iv. Methods for Land Disposal

38. When disposing of land, the City shall make land available to *eligible applicants* by one or a combination of the following methods:
- (a) *ballot draw*, based on the procedures outlined in Appendix ‘E’;
 - (b) *call for proposals*;
 - (c) *first-come-first-served* basis;
 - (d) *public tender* or auction, if there are or previously were improvements on the land; or
 - (e) when permitted by section 13, by direct negotiation.
39. The City will generally dispose of lands as follows:
- (a) for low density residential *lots* by ballot draw;
 - (b) for medium and high density residential *lots* either by *call for proposals* or *first-come-first-served* basis;
 - (c) for commercial, industrial and *lots* for all other purposes, either by *call for proposals* or *first-come-first-served* basis; and
 - (d) for land with improvements, by *call for proposals*, *first-come-first-served* basis, auction or public tender.
40. The *first-come-first-served* method may be used for the disposal of low density residential *lots*:
- (a) if there are still *lots* available after the *ballot draw* and there are no *eligible applicants*; or
 - (b) when this method is the most practical or economical, particularly when there are few *lots* involved or it is anticipated that the demand for the *lots* will be low.
41. When disposing of low-density residential *lots* by *ballot draw*, the City shall grant preference of opportunity and choice to *eligible applicants* in the order established in Appendix ‘E’.

v. Terms and Conditions for Disposal

42. Every *disposal* of land shall be in writing. *Disposals* by *lease* shall be by *equity lease* substantially in the form provided in Appendix ‘D’, unless the lease is a *standard lease* or *temporary lease*.

43. Residential Development

It shall be a condition of every *lease* of vacant land zoned for low-density residential development that construction of the improvements identified in the land application must begin within 18 months of the commencement date of the *lease*, and must be completed within 24 months of the commencement date of the

lease or by the completion date required by the development permit, whichever is earlier.

44. Other Development

Unless otherwise specified in the terms of any arrangement or negotiations for the disposal of a particular parcel, it shall be condition of every *lease* of vacant land for any purpose other than low-density residential development that construction of the improvements must begin within 36 months of the commencement date of the *lease* and must be completed within 48 months of the commencement date of the *lease*.

45. The *lease* or disposition agreement will address any failure to meet the conditions of disposal, which may include agreement cancellation, penalty or reversion of land to the City.

46. The Director of Planning & Development may allow a maximum extension of 12 months to either the construction commencement or completion term and may request any of the following in considering an extension:

- (a) payment of the application fees described in the City's *Consolidated Fees By-law*;
- (b) written explanation for the delay in construction, including evidence that reasonable diligence was used to meet the construction requirements;
- (c) written plan to complete construction within the extension period including a Development Permit application or Building Permit application, if applicable;
- (d) proof of approved financing to complete the improvements; or
- (e) payment of any outstanding debts to the City, other than amounts owing that are not then in arrears.

47. The City may impose any conditions it deems appropriate as a condition of the extension, including a requirement that the applicant pay a penalty in an amount set by Council, not to exceed ten percent (10%) of the *parcel price*.

vi. Land Inventory

48. The City shall maintain an inventory of all lands that have been approved for *disposal*. The information in the inventory shall include:

- (a) the full legal description of the available parcels and their location;
- (b) when no legal description is available a sketch, drawn to scale, identifying the size and location of the parcels;
- (c) the *total lease cost*, including *parcel price*, and administration charges and *off-site levies*, if any;
- (d) the conditions of *disposal*; and
- (e) a record of pending *disposals*

- and shall be updated monthly.
49. The inventory shall be available to the public for reference at the City office during normal business hours
 50. The City may reserve lands by by-law for the existing or future requirements of the City, for conservation measures, for the use of the federal government or the territorial government, or for organizations requiring *lots* for *non-market housing*. Reserved lands will not be available for *disposal* while the by-law remains in effect.

F. PRICING OF LAND

i. New Parcels

51. The price of a *new parcel* shall be no more or no less than the recovery of related *development costs*, plus or minus adjustments, if any, for *site-specific factors*.
52. Notwithstanding section 51, Council may, by resolution, reduce the price of a *new parcel* if the City is unable to dispose of that *new parcel* within a reasonable period of time.
53. If a *new parcel* was developed through financing from the territorial government or a financial institution, the written approval of the Minister shall be required to reduce the price for that *parcel*.
54. For *temporary leases* or *standard leases* of a *new parcel*, the annual lease charge shall not be more than ten percent of the price of that *new parcel*.

ii. Old Parcels

55. The price of an *old parcel* shall be based on *market value*, *replacement cost* or *assessed value*, at the discretion of the City. In calculating *replacement cost*, Council may consider *site-specific factors*, where applicable.
56. *Old parcels* may be disposed of at a lower price, determined by Council, when unique circumstances apply.

iii. Goods and Services Tax

57. For greater certainty, Goods and Services Tax or other taxes payable by a lessee, if any, shall be in addition to the total lease costs determined under this bylaw.

G. OFF-SITE LEVIES

58. The City may collect a surcharge above the *parcel price* to recover capital costs related to the following:

- (a) new or expanded facilities for the storage, transmission, treatment or supply of water;
 - (b) new or expanded facilities for the treatment, movement or *disposal* of sewage;
 - (c) new or expanded storm sewer drainage facilities;
 - (d) new or expanded roadways and sidewalks; and
 - (e) land required for, or in connection with any of the facilities described in this section.
59. The amount of the *off-site levy* may be a fixed amount payable for each *lot* in an area or may be based on other measurable criteria such as frontage, parcel area, building density and land use. The criteria shall be approved by resolution of Council.
60. The City shall clearly identify to the public that the levy is a surcharge above the *parcel price* and separate from any other fees or charges.
61. The City may allow the amortization of the *off-site levy*.
62. The City shall place all *off-site levy* revenues in a separate account to be used for the purpose for which the levy was intended.

H. LAND DEVELOPMENT FUND

63. Except as expressly provided herein, revenues received from the *disposal* of land and from funding received for projects relating to community planning and *land development* (except *off-site levies*) shall be deposited into a special account known as the Land Development Fund.
64. The City shall use the Land Development Fund for the sole purpose of acquiring and developing land. This includes related services and activities, such as:
- (a) relevant operations of the Planning & Development department;
 - (b) projects, studies and planning services for the review of the General Plan and Zoning By-law and its day-to-day implementation and enforcement;
 - (c) preparation of development schemes or other similar studies for the existing built-up area and future expansion areas;
 - (d) engineering studies, engineering design and project construction management;
 - (e) *acquisition* of land or *property* for the primary purpose of subdivision planning; and
 - (f) any other expenditure deemed to be related to planning, *land development* and land administration and approved by resolution of Council.
65. Borrowings from the Land Development Fund for other municipal purposes shall not be allowed without prior authorization of the Minister.

I. PRIVATE SECTOR DEVELOPMENT OF MUNICIPAL LANDS

66. By way of a *call for proposals*, the City may dispose of vacant land to a private developer for eventual disposal to the public.
67. The City may impose *off-site levies* to assist with all or part of the capital cost for municipal infrastructure or land required to service the development, as outlined in Section G.
68. The *disposal* agreement between the City and the private developer may at the discretion of the Director of Planning and Development, include as an attachment a Plan of Subdivision or Development Agreement. The *disposal* agreement shall, at a minimum:
- (a) specify the procedure(s) for registering new parcels and transferring leases for the *lots* to the public;
 - (b) specify any *off-site levies* that the private developer must pay and the timing for payment to the City;
 - (c) identify lands to be dedicated to the City, if applicable;
 - (d) specify the standards to which the land must be developed;
 - (e) specify timelines for the development of infrastructure and disposing of *parcels*; and
 - (f) indicate that failure to meet any of the requirements in the agreement shall result in *agreement* cancellation, penalty or reversion of land to the City.

J. LEASE ADMINISTRATION

i. Equity Leases

69. All *equity leases* shall normally provide for:
- (a) an initial term of thirty (30) years;
 - (b) an automatic extension of a further term of thirty (30) years upon full payment of the *total lease cost*;
 - (c) reduction of lease payment to a nominal fee of one dollar (\$1.00) per annum upon full payment of the *total lease cost*;
 - (d) an administrative fee for the transfer of fee simple title;
 - (e) terms dealing with partial repayment by the City on the principal paid by the *lessee* in the event of the *surrender* or cancellation of the *lease*;
 - (f) allowing Council to terminate the lease if the parcel is not developed, is abandoned, or if the improvements on the parcel are demolished, extensively damaged, or destroyed and the *lessee* does not repair, rebuild or replace the

improvements within 36 months of the date of abandonment, damage, demolition, or destruction; and

- (g) allowing a *lessee* to make advance payments of total lease cost not yet due without penalty.
70. The City may allow the *lessee* to pay the *parcel price* by installments.
71. In the case the *lessee* chooses to pay the *parcel price* by installments:
- (a) the payment of the total lease cost, shall be calculated on the basis of a fifteen (15) year *amortization period* commencing on the date the *lease* comes into effect;
 - (b) the *lessee* must pay a non-refundable 10% deposit of the *parcel price*, plus the first quarterly payment, at the time of execution of the *lease*; and
 - (c) the *lessee* will be invoiced quarterly and an interest rate of 10% per annum compounded quarterly will be applied, provided that, if permitted by the lease, the interest rate payable may be adjusted to such rate as may be set by council from time to time.
72. Notwithstanding the above, government and its agencies shall be required to pay the lease in full at the time of signing of the *lease*.

ii. Standard Leases

73. All *standard leases* shall generally provide for an initial term of thirty years (30) and an automatic extension of a further term of thirty years (30) if all debts to the City have been paid.
74. Standard leases shall include a rental adjustment clause permitting the rental to be changed every five years to a rental established by Council from time to time, not to exceed 10% of the then *assessed value* of the *property* (excluding improvements on the land).
75. Standard leases shall include provisions allowing Council to terminate the lease if the parcel is not developed, is abandoned, or if the improvements on the parcel are demolished, extensively damaged, or destroyed and the *lessee* does not repair, rebuild or replace the improvements within 36 months of the date of abandonment, damage, demolition, or destruction.

iii. Temporary Leases

76. The City may enter into a *temporary lease* to accommodate a temporary use by granting a short-term interest in *Municipal Lands*.
77. *Temporary leases* shall be substantially the same form as *standard leases* with such changes as the circumstances require.

iv. Extension and Renewal of Leases

78. The City may approve extensions or renewals of *leases* on terms consistent with this by-law and subject to the following:
- (a) *lease* cost owing to the City must be paid in full;
 - (b) any taxes and financial charges owing to the City must be paid in full;
 - (c) the lease is otherwise in good standing;
 - (d) proof of ownership of improvements; and
 - (e) satisfactory completion of improvements.
79. Extensions or renewals to existing *standard leases* shall not be granted until the *standard lease* is converted to an *equity lease*, unless Council decides due to the unique circumstances, that a *standard lease* remains the most appropriate means to *lease* land.
80. A *temporary lease* may be renewed from time to time, but the initial term and any renewals shall not exceed 10 years in total unless authorized by a resolution of Council.

v. **Transfer of Lease/Mortgage Consent**

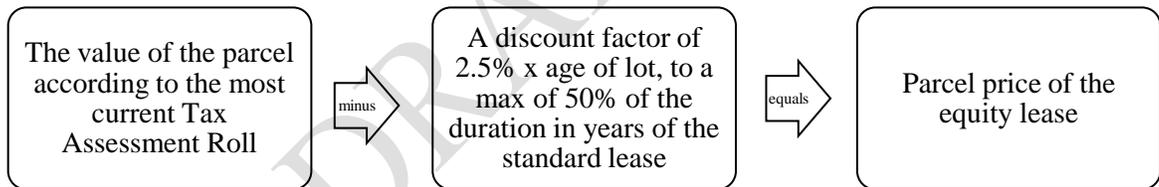
81. Consent to a mortgage or *transfer of lease* may be refused by the City if:
- (a) the existing *lease* is not in good standing;
 - (b) the *lessee* is in arrears in lease payments;
 - (c) the *lessee* is more than 30 days in arrears on any other amount owing to the City;
 - (d) there is a default under existing development permits or building permits relating to the property, if any; and
 - (e) proof of ownership of improvements is not provided if requested.
82. The City shall not consent to a *transfer of lease*, unless:
- (a) in the case of residential development, the improvement has been completed to the point where the exterior of the building is substantially complete and closed in to protect the improvement from weather;
 - (b) in the case of other development, an occupancy permit has been issued or work representing at least 75% of the total value of the improvements has been completed,
- provided, however, that the Director of Planning & Development may grant a waiver for special circumstances.
83. If either the *lessee* or the proposed transferee:
- (a) is in arrears for more than 30 days in any amount owed to the City;
 - (b) is in default under the *lease* or any other *lease* with the City; or

(c) does not otherwise meet the requirements of sections 81 and 82;
the City may withhold consent until it is satisfied that arrangements have been made to pay the outstanding amounts or to correct the obligation that is in default.

84. *Transfers of existing standard leases shall not be granted until the standard lease is converted to an equity lease unless Council decides, due to the unique circumstances, that a standard lease remains the most appropriate means to lease land.*
85. A non-refundable fee, as established in the Fee and Charges By-law, must accompany all requests.

vi. Conversion from Standard Lease to Equity Lease

86. *A standard lease may be converted to an equity lease at the request of the lessee.*
87. *If a standard lease for any use other than low-density residential development is to be converted to an equity lease, the total lease cost shall be the market value or appraised value of the parcel.*
88. *When converting from a standard lease used for low-density residential development to an equity lease, the City will apply the following formula to determine the parcel price of the equity lease:*



vii. Termination of Lease

89. Council may terminate a *lease* if a *lessee* breaches any of the terms and conditions of its *lease*, in particular, the terms relating to:
- (a) payment of *lease* payments;
 - (b) payment of *property* taxes;
 - (c) payment of any other City accounts;
 - (d) repair or replacement of abandoned improvements;
 - (e) repair or replacement of improvements demolished, or damaged or destroyed by fire or other cause; and
 - (f) the construction of improvements that are required by the *lease*.

90. All correspondence relating to the breach of terms and conditions of a *lease* and the termination of a *lease* must be either hand delivered or delivered by registered mail.
91. Before Council terminates a *lease* it shall notify the *lessee* by registered mail as follows:
- (a) a notice, signed by the Mayor and copied to the CAO, shall inform the *lessee* of the breach, advise the *lessee* on how to resolve the breach, and allow thirty (30) days or such longer period as may be specified in the notice for the *lessee* to resolve the breach;
 - (b) if, upon expiry of the notice period, the *lessee* still has not resolved the breach, the City shall issue a notice, signed by the Mayor and copied to the CAO, advising that the *lease* will be terminated in not less than ninety (90) days to:
 - i. the *lessee*; and
 - ii. in the case there is a mortgage registered against the *property*, the City shall also notify the *lender*, as required in the consent to mortgage document.
92. All notices of termination of *lease* must give to the *lessee* forty-five (45) days to vacate the *parcel*.
93. The termination of a *lease* shall not prejudice the City's right to unpaid rental, property taxes, or any other right with respect to the breach of any covenant or agreement entered into with a *lessee*.

viii. Surrender of Lease

94. To *surrender* a *lease* a *lessee* must submit a request in writing to the City.
95. A *lessee* cannot *surrender* a *lease* without the written consent of the City.
96. The City shall not be obligated to accept a surrender of lease, unless:
- (a) the *parcel* is restored to its original condition, or in a condition satisfactory to the City;
 - (b) any financial costs incurred by the City in restoring the *parcel* back to its original condition, or a condition acceptable to the City, are paid;
 - (c) the taxes for that *parcel* are current;
 - (d) the leasehold title is *surrendered*; and
 - (e) the *lessee* must deliver to the City the duplicate *lease* where one exists.
97. When a *surrender* of an *equity lease* is duly executed by the *lessee* and the City, the *lessee* shall be eligible for a refund of equity, the total of which will be less the non-refundable deposit of ten per cent (10%) of the *parcel price* established in the *lease*, and any interest and carrying charges for the term that the *lease* was effective, subject to the following:

- (a) the *lot* is restored to its original condition, or in a condition satisfactory to the City;
 - (b) any financial costs incurred by the City in restoring the *lot* back to its original condition, or a condition acceptable to the City, are paid;
 - (c) the taxes for that *lot* are current;
 - (d) the leasehold title is *surrendered*; and
 - (e) the *lessee* must deliver to the City the duplicate *lease* where one exists.
98. When a *surrender* of a *standard lease* is duly executed by the *lessee* and the City, the *lessee* shall not be eligible for any refund.
99. For greater certainty, off-site levies shall not be refundable under any circumstances.

K. ENCROACHMENT AND EASEMENT AGREEMENTS

100. The City may enter into agreements for encroachments, easements and other similar non-possessory uses of land at its discretion, as deemed necessary or appropriate.
101. A request for an agreement shall be made in the form specified by the Director of Planning and Development, contain all of the information requested and include the application fee established in the City's Fees and Charges By-law from time to time.
102. Applications will be reviewed and approved by the Director of Planning and Development, unless he/she deems that approval by Council is desirable.
103. Encroachments, obstructions or nuisances on Municipal Land may be removed if an agreement is not in place.

L. LAND USE PERMITS

104. Council may by resolution grant a *land use permit* to authorize a person to use *Municipal Lands* for a specific purpose for a period not to exceed three years.
105. Council may by resolution specify the duration, the amount to be paid to the City, and other terms of the *land use permit*.
106. A *land use permit* may grant exclusive or non-exclusive use of a parcel.
107. A *land use permit* shall prohibit the licensee from making permanent improvements on the *parcel*.
108. A *land use permit* shall not be transferable.
109. A licensee may apply to renew a *land use permit* by making a new application.

M. QUARRY MANAGEMENT AND PERMITS

110. Upon signing a Quarry Administration Agreement with the Commissioner of Nunavut, and/or upon a quarry being surveyed and fee simple title ownership being raised in the name of the City, the City may upon receipt of a quarry application issue quarry permits for the use of the quarry site.
111. All quarry fees (excluding royalties) collected shall be placed into a separate financial account and shall be used for the sole purpose of quarry development, operation, maintenance, administration and restoration.
112. Royalty fees and other charges payable to the City for shall be established by resolution of Council from time to time.

N. COMMISSIONER'S LANDS

113. The Director of Planning & Lands may authorize licenses to use Commissioner's Lands administered by the Commissioner for the benefit of the City.

O. BY-LAW ADMINISTRATION

114. The Director of Planning & Development and his/her staff shall administer this by-law.
115. Any powers given to the Director of Planning & Development may be delegated, in whole or in part, to any other City employee, either temporarily or permanently, by written direction of the Director of Planning & Development.
116. The Mayor and the Chief Administrative Officer or their designate are authorized to execute, on behalf of the City:
 - (a) *leases*; and
 - (b) cancellations or terminations of *leases*.
117. The Chief Administrative Officer and the Director of Planning and Development or their designate are authorized to execute, on behalf of the City:
 - (a) *transfer of leases*;
 - (b) *surrender of leases*; and
 - (c) consents to mortgage.
118. The forms, procedures and agreements attached to this By-law as Appendices shall form part of the By-law.
119. The City may make changes to the Appendices without amending this By-law, provided that the changes do not contravene the intent of any of the By-law provisions. The Director of Planning and Development may make minor changes to the appendices while more significant changes shall require a resolution of Council.

P. EFFECT

120. This by-law comes into effect on the date of its third reading.
121. By-law number 365, the “Land Administration By-law” and By-law number 595, a “By-law to Amend the Land Administration By-law”, are hereby repealed.

READ a First Time this **13** day of **February**, 2018.

Madeleine Redfern
Mayor

Muhamud Hassan
Chief Administrative Officer

After due notice and a Public Hearing held on _____, 2018.

READ a Second Time this ___ day of _____, 2018.

Madeleine Redfern
Mayor

Amy Elgersma
A/Chief Administrative Officer

APPROVED by the Minister of Community and Government Services this ___ day of _____, 2018.

Minister, Community and Government
Services

READ a Third and Final time this ____ day of _____, 2018.

Madeleine Redfern
Mayor

Amy Elgersma
A/Chief Administrative Officer

APPENDIX A: SAMPLE LAND ACQUISITION BY-LAW

A BY-LAW of the City of Iqaluit, a municipal corporation in Nunavut to acquire real property, pursuant to Section 132.1(1) of the Cities, Towns and Villages Act, R.S.N.W.T., 1988 c.C-8 and amendments thereto;

AND WHEREAS the Council of the Municipal Corporation of the City of Iqaluit deems it to be in the public interest to acquire the land described hereunder;

NOW THEREFORE the Council of the Municipal Corporation of the City of Iqaluit in a duly assembled meeting enact as follows:

1. The Mayor and Chief Administration Officer are hereby authorized on behalf of the of the City of Iqaluit to purchase from the Commissioner of Nunavut for the sum of one dollar (\$1.00) the land described in Schedule “A”.
2. The noted land shall be acquired for Municipal purposes.

THIS BY-LAW READ a First Time this _____ day of _____, 20 A.D.

Mayor

Chief Administrative Officer

THIS BY-LAW READ a Second Time this _____ day of _____, 20 A.D.

Mayor

Chief Administrative Officer

READ a Third and Final Time this _____ day of _____, 20 A.D.

Mayor

Chief Administrative Officer

SCHEDULE “A”

LAND ACQUISITION BY-LAW #

Plan ____, Lot ____, City of Iqaluit.

DRAFT

APPENDIX B: SAMPLE LAND DISPOSITION BY-LAW

A BY-LAW of the City of Iqaluit, a Municipal Corporation in Nunavut authorizing the City to dispose of a leasehold interest in land, pursuant to Section 53.5(5) of the Cities, Towns and Villages Act, R.S.N.W.T., 1988 c.C-8;

AND WHEREAS certain land is available for disposal by way of lease by the City of Iqaluit;

NOW THEREFORE the Council of the Municipal Corporation of the City of Iqaluit in a duly assembled meeting enact as follows:

1. That the Municipal Corporation of the City of Iqaluit is hereby authorized to dispose of the land listed in the attached Schedule "A" which forms part of this by-law, by way of a lease for a term of 30 years.
2. That the Mayor and Chief Administrative Officer of the City of Iqaluit, or lawful deputy of either of them, are hereby authorized in the name and on the behalf of the City of Iqaluit, to execute all such forms of application, deeds, leases, indentures, and other documents as may be necessary to give effect to this By-law and to affix thereto the corporate seal of the City of Iqaluit as the act and deed thereof, subscribing their names in attestation of such execution.
3. That this By-law shall come into effect upon receiving third reading.

THIS BY-LAW READ a First Time this _____ day of _____, ____ A.D.

Mayor

Chief Administrative Officer

THIS BY-LAW READ a Second Time this _____ day of _____, ____ A.D.

Mayor

Chief Administrative Officer

READ a Third and Final Time this _____ day of _____, ____ A.D.

Mayor

Chief Administrative Officer

DRAFT

SCHEDULE “A”

LAND DISPOSAL BY-LAW #

Plan XXX, Lot XXX; or

All that portion of the lands contained within the survey boundary, as shown on Sketch Number XXX

DRAFT

APPENDIX C: SAMPLE APPLICATION FOR LAND FORM

DRAFT

Part 1 - Applicant Information (Required for All Forms of Applications)					
First Applicant			Second Applicant (if any):		
Type of Applicant:	<input type="checkbox"/> Individual <input type="checkbox"/> Corporation <input type="checkbox"/> Non-market Housing Provider <input type="checkbox"/> Government or Housing Corporation (Corporations must complete Part 9 as well)		Type of Applicant:	<input type="checkbox"/> Individual <input type="checkbox"/> Corporation <input type="checkbox"/> Non-market Housing Provider <input type="checkbox"/> Government or Housing Corporation (Corporations must complete Part 9 as well)	
Legal Name:			Legal Name:		
Mailing Address			Mailing Address		
	Daytime	Cell		Daytime	Cell
Phone			Phone		
Email			Email		
Name of Contact for Corporation:			Name of Contact for Corporation:		

Part 2 - Your Request:			
What are you applying for? (check one only)		Registration for Ballot Draw	Complete Parts 1 and Part 3
		Land Use Permit	Complete Parts 1 and Part 4
		Easement/Encroachment onto City Lands	Complete Parts 1 and Part 5
		Registration for Tender, Auction or Request for Proposal Bid	Complete Parts 1 and Part 6
		Lease of a Specific Parcel of Land? (if permitted by the Land Administration Bylaw)	Complete Parts 1 and Part 7
		Conversion or Renewal of Existing Lease	Complete Parts 1 and Part 8

Part 3 - Ballot Draw Request (Complete if you are registering for a ballot draw)			
Date of Ballot Draw			
Provide this Information for Applicant 1		Provide this Information for Applicant 2 (if any)	
How many years of the last 10 have you ordinarily lived in Iqaluit?		How many years of the last 10 have you ordinarily lived in Iqaluit?	
Have you or your current spouse previously owned a home in Iqaluit?		Have you or your current spouse previously owned a home in Iqaluit?	
Do you or your current spouse now own or lease land zoned for residential use in Iqaluit?		Do you or our current spouse now own or lease land zoned for residential use in Iqaluit?	
Are you Nunavut Inuit?		Are you Nunavut Inuit?	
Are you the spouse of Applicant 2?		Are you the spouse of Applicant 1?	

Part 4 – Land Use Permit Request (Complete if you are applying for a Land Use Permit)	
Describe Land you want to use (use legal description, street address or some other description sufficient to identify the land)	
Describe how you want to use the lands	
How long do you want to use the Land?	

Part 5 – Application for Easement or Encroachment on City Lands (Complete only if you are applying for an Easement or Encroachment Agreement)	
Describe your property (use legal description, street address or some other description sufficient to identify the land)	
Describe the City’s property you need to encroach upon or want an easement on (use legal description, street address or some other description sufficient to identify the land)	
Describe why you need the encroachment or easement	

Part 6 - Tender, Auction or Request for Proposal Registration (complete only if you are applying to bid on a tender, auction or request for proposals)	
Proposal, Tender or Auction Applied for:	

Part 7 - Lease of Specific Parcel of Land (Complete this part if you are applying to lease a specific parcel that is not part of a ballot draw, auction, tender or proposal call)	
Parcel you are applying for? (use legal description, street address or some other description sufficient to identify the land)	
Do you own or lease land next to this parcel? (If yes, describe your property by legal description, address, lease number or other description)	
How will you use the land?	
If there is more than one applicant, how will you hold title?	<input type="checkbox"/> Not Applicable (only one applicant) <input type="checkbox"/> As Joint Tenants

	<input type="checkbox"/> As equal Tenants in Common <input type="checkbox"/> As unequal Tenants in Common
Proposed Term of Lease (if less than standard 30 years)	

Part 8 – Renewal or Conversion of Existing Lease (Complete only if you are applying to renew or convert a lease you already have)	
What is your current Lease number?	
What type of lease do you need? (Normally only equity leases will be granted)	<input type="checkbox"/> Renewal of Standard Lease <input type="checkbox"/> Renewal of Equity Lease <input type="checkbox"/> Conversion of Standard Lease to Equity Lease
If there is more than one applicant, how will you hold title?	<input type="checkbox"/> Not Applicable (only one applicant) <input type="checkbox"/> As Joint Tenants <input type="checkbox"/> As equal Tenants in Common <input type="checkbox"/> As unequal Tenants in Common
Proposed Term of Lease (if less than standard 30 years)	

Part 9 – To be completed by all Corporations (other than Housing Corporation of Federal or Territorial Crown Corporations)	
In what jurisdiction are you incorporated?	
Provide the Addresses of any other property you own or lease in Iqaluit	
List any affiliated corporations that own or lease land in Iqaluit or otherwise may owe money to the City of Iqaluit. If there are none, please indicate this.	

I/We attach the required fee of \$_____.

I/We certify the information in this application form is true as of this _____ day of _____, 20____.

 Witness
 Applicant 1)

 Applicant
 (or authorized representative of

 Witness
 Applicant 2)

 Applicant
 (or authorized representative of

APPENDIX D: SAMPLE LEASE TEMPLATE

DRAFT



Lease no. XXXXX

City of Iqaluit

Lease # XXXXXX

File # XXXXX

DUPLICATE ORIGINAL LEASE

The **Municipal Corporation of the City of Iqaluit** (the “City”) being (or entitled to be) registered owner of an estate in fee simple subject to the encumbrances and interests provided by law, of land described as follows:

Lot XX
Block XX,
Plan XXXX,
Iqaluit

leases to **XXXXX** (the “Lessee”), of the City of Iqaluit, in Nunavut, all its estate and interest in the land to be held by the Lessee, as tenant, commencing the **1st day of XXX, 20XX** for a term of **Thirty (30) years**, at a total rent of XXXX (XXX) (“the Total Rent”), less an equity payment received in the amount of XXXX Thousand, XXX Hundred XXX Dollars and XXX Cents (\$XXXX), leaving a balance owing of XXXX (\$XXXX) (“the Rent Outstanding”) to be paid to the City in full upon execution of this lease or by regular payments as outlined in Clause no. 2 and subject to Clause no. 6, and subject to the following terms and conditions, and the reservations, exceptions, terms and conditions provided or implied at law.

THE PARTIES COVENANT AND AGREE AS FOLLOWS:

PAYMENT

1. The **Lessee** has elected to amortize the Rent Outstanding with interest at a rate of ten percent (10%) per annum compounded quarterly, payable by [quarterly] instalments of XXXX (\$XXXX) each. The Lessee may choose to pay out the unamortized principal balance of the Rent Outstanding at any time during the term of this lease without notice, bonus or penalty. Upon request the City shall provide to the Lessee in writing the payout amount together with details supporting the calculation. The Lessee shall during the said term, pay the said rental and all taxes, rates and assessments charged upon the land or upon the Lessee in respect thereof.

ADJUSTMENT OF INTEREST RATE

2. The City may adjust the interest rate payable on the unpaid rental on the 5th anniversary of the commencement of this lease and on each 5 year anniversary thereafter. The interest rate payable shall be the rate then established by municipal bylaw for interest rates payable on equity leases. If no such bylaw is then in force,

INITIALS _____

the interest rate set forth above shall continue in effect.

LATE PAYMENT FEE

- 3. Where any rental payment is outstanding longer than 30 days past its due date, the **Lessee** shall pay a late payment fee of 1.0% per month, compounded annually, or at such other rate as may be specified by bylaw passed by the City from time to time.

EQUITY

- 4. Upon receipt of payment in full of the Total Rent, including any interest owing, the annual lease rental will be reduced to one (\$1.00) dollar per annum for the balance of the term.

TRANSFER OF TITLE

- 5. The City has advised the Lessee that Article 14 of the Nunavut Agreement presently prevents the City from transferring fee simple title in the land to the Lessee. It is the intention of the parties hereto that the City transfer such fee simple title to the Lessee once this restriction ceases to apply. Accordingly, if, at any time during the term of this lease or any renewals or extensions thereof, the City is no longer restricted by Article 14 of the Nunavut Agreement from transferring fee simple title in the land, and there are no other legal impediments to doing so, and the **Lessee** has made payment in full of the "total rent", including any interest owing, fee simple title to the land shall, as soon as reasonably possible, be transferred by the City to the Lessee without the Lessee being required to pay any additional consideration other than such reasonable administration fee as the City may establish by bylaw from time to time for the preparation and execution of a transfer of the fee simple interest. The fee simple estate shall be free and clear of any financial encumbrances, but subject to any equities or encumbrances chargeable to the Lessees. The fee simple estate may be subject to non-financial registrations or statutory rights such as easements, utility rights of way and consents that are normally found registered against property of this nature and which do not affect the use, value or marketability of the property.

REFUND OF EQUITY

- 6. If this lease is surrendered with the consent of the City, rental paid by the **Lessee** shall be refunded in accordance with the provisions of the City's Land Administration By-Law in effect from time to time.

BOUNDARIES

- 7. The City is not responsible for the establishment on the ground of the boundaries of the land.

INITIALS _____

LAND USE

- 8. The **Lessee** shall use the land for residential purposes only or such other use as may be permitted by the Zoning Bylaw, as amended from time to time.

CONSTRUCTION OF IMPROVEMENTS

- 9. The **Lessee** shall construct the following improvements on the land: a XXX that has a market value of not less than XXX. Construction of the improvements shall commence within XXXXX (XX) months of the effective date of this lease, and shall be completed within XXXXXX (XX) months of the effective date of this lease.

BREACH OF CONSTRUCTION OBLIGATIONS

- 10. The **City** may terminate this lease for failure to commence or complete construction of the improvements within the time required by Clause 9 of this lease or for failure to conform to local bylaws, construction standards or regulations applicable to the construction of such improvements.

EXISTING IMPROVEMENTS

- 11. The **Lessee** shall maintain the existing improvements now situated on the land, and any improvements which may be constructed on the land, in a manner and condition satisfactory to the City.

REMOVAL OF IMPROVEMENTS

- 12. If before the expiry of this lease the **Lessee** removes 50% or more of the improvements, excluding site development, placed on the land by the Lessee or its predecessors in leasehold title, without the written consent of the City, the City may, upon sixty (60) days' notice, terminate this lease without compensation, notwithstanding the provisions of Clause 24 hereof.

DAMAGE OR DESTRUCTION OF IMPROVEMENTS

- 13. If the improvements on the land are damaged by fire or other cause to the extent that the improvements cannot be occupied, the Lessee shall proceed with diligence to repair or rebuild the improvements. If:
 - a) the improvements are not repaired or rebuilt within 36 months of the date of such damage or destruction to the point where the improvements may again be occupied; and
 - b) the Lessee is not then proceeding with diligence to complete such repairs or reconstruction,then the City may terminate this lease in the manner set forth in Clause 24.

INITIALS _____

ABANDONMENT OF IMPROVEMENTS

- 14. The City may terminate this lease if the **Lessee** causes improvements on the property to be boarded up or otherwise allows the improvements to remain unoccupied for any period in excess of 36 months without the written consent of the City.

LAND FILL

- 15. On the termination of this lease, the **Lessee** may sever and remove from the land all structures, fixtures, and improvements, belonging to the Lessee, saving and except any land fill (whether in the form of soil, topsoil, sand, gravel, rock, crushed rock, glacial till, concrete, asphalt, or any combination thereof).

RESTORATION

- 16. On the termination of this lease, the Lessee shall deliver up possession of the land in a condition satisfactory to the City.

EASEMENTS

- 17. The City may, where it deems it necessary in the public interest, establish easements through, under or over any portion of the land for any public utility purpose, but said easements shall not unreasonably interfere with the rights granted to the **Lessee** hereunder or with any improvements made by the Lessee on the land.

ROAD WIDENING AND OTHER MUNICIPAL REQUIREMENTS

- 18. The City may, where it deems it necessary in the public interest for the purpose of widening roads or completing other municipal services, amend the lease to remove a portion of the land leased to the Lessee. Any such amendments shall not unreasonably interfere with the rights granted to the **Lessee** hereunder or with any improvements made by the Lessee on the land. All City of Iqaluit administration costs associated with amending the lease shall be borne by the City.

ACCESS

- 19. The City or any person authorized by the City may at all reasonable times, on reasonable notice and in a reasonable manner, enter upon the land for the purpose of examining the condition thereof.

ENVIRONMENT

- 20. Notwithstanding anything herein to the contrary, the **Lessee** shall, at all times, keep the land in a condition in compliance with City By-Laws and any provision at law having application.

INITIALS _____

REPLACEMENT GUARANTEE

21. If the **Lessee** duly performs and observes all the covenants and agreements herein, on the part of the Lessees, to be performed and observed, the City, shall, at the expiration of the said term, grant to the Lessee a new lease of the land for a further term of thirty (30) years, at a rental rate of One (\$1.00) per annum, subject to the same covenants and agreements as are herein contained with the exception of this clause.

SUBLEASE REQUIREMENT

22. The **Lessee** shall not assign, alienate or otherwise dispose of, and whether in whole or in part, this lease or the lessee’s interest in the land without the consent of the City in writing. The City’s consent shall be subject to the requirements of the Land Administration Bylaw in effect at the time such consent is requested, including the payment of fees that may be set by bylaw.

CONSENT TO MORTGAGES

23. The **Lessee** shall not mortgage or charge, whether in whole or in part, this lease or the lessee’s interest in the land without the consent of the City in writing. The City’s consent shall be subject to the requirements of the Land Administration Bylaw in effect at the time such consent is requested, including payment of any fees that may be set by bylaw.

NON-COMPLIANCE

24. Where the City intends to terminate this lease because of non-compliance by the **Lessee** with any of the lessee’s obligations hereunder, the City shall first provide not less than ninety (90) days’ notice in writing of such intention to the Lessee and to each mortgagee and caveator with an interest registered against title to the land (such mortgagees and caveators being hereafter referred to as “Interested Parties”) at the address of each of the Interested Parties shown on the Land Titles Office records in respect of such interest. Such written notice shall allow the Lessee or Interested Party to remedy the default or breach within the ninety (90) day period or to commence to remedy a default or breach reasonably incapable of being completely remedied within the ninety (90) day period, in which latter event, the remedial steps shall be diligently undertaken continuously to completion.

COMPLIANCE

25. The **Lessee** agrees to comply with all applicable laws, regulations and by-laws of the Federal Government, the Territorial Government, the City or any other governing body whatsoever that have been or may be enacted that in any manner affect the land or the **Lessee’s** use of the land.

INITIALS _____

TERMINATION

26. Termination of this lease shall not prejudice the City’s right to unpaid rental or any other right with respect to a breach of any covenant or agreement herein contained.

TIME

27. Time shall be of the essence in this agreement.

WAIVER

28. The City shall not be deemed to have waived any breach by the **Lessee** of any of the covenants or agreements herein contained, unless such breach is waived in writing. A waiver shall relate only to the specific breach to which it refers.

IMPLICATION

29. No implied covenant or implied liability on the part of the City is created by the use of the words “demise and lease” contained herein. References herein to gender or number shall be construed and applied in grammatical conformity herewith

CITY PERMITS

30. Nothing in this lease relieves the Lessee from the obligation to comply with the Zoning Bylaw and other applicable bylaws in developing, maintaining or using the land.

SURVIVORSHIP

31. This lease ensures to the benefit of, and is binding upon, the City and the **Lessee** and his respective successors and assigns, in whatever capacity.

ADDRESS FOR NOTICES

32. Wherever in this lease it is required or permitted that notice or demand be given or served by any party to this lease to or on the other, such notice or demand shall be given or served in writing and forwarded by registered mail, addressed as follows:

To the City: Chief Administrative Officer
Municipality of Iqaluit
PO Box 460
Iqaluit, NT
X0A 0H0

To the Lessee: XXXXXXXXXXXXX
P.O. Box XXX
Iqaluit, NU

INITIALS _____

Lease no. XXXXX
City of Iqaluit

X0A 0H0

or to such other address as either of the parties may from time to time notify the other in writing in the manner hereinbefore provided.

IN WITNESS WHEREOF the parties have executed this agreement as of the ____
_____ day of _____, 20__.

**THE MUNICIPAL CORPORATION OF
THE CITY OF IQALUIT**

Per.

Mayor

(SEAL)

Per.

Chief Administrative Officer

ACCEPTANCE

The Lessee accepts this lease of the land described above, to be held by him as tenant, subject to the conditions, restrictions and covenants express or implied in the lease.

Per.

XXXXXXXXXX – Lessee

(witness)

Postal address of Lessee
For the purpose of s. 25
Of the Land Titles Act:

P.O. Box XXX
Iqaluit, NU
X0A 0H0

INITIALS _____

Lease no. XXXXX
City of Iqaluit

AFFIDAVIT OF EXECUTION

CANADA) I, _____
NUNAVUT) of the City of Iqaluit
TO WIT:) in Nunavut, make oath and say:

1. **THAT** I was personally present and did see XXXXXXXXXX the said Lessee named in the within instrument, who is personally known to me, duly sign and execute the same for the purposes named therein;

2. **THAT** the said instrument was executed at the City of Iqaluit, in Nunavut, and I am subscribing witness thereto,

3. **THAT** I know XXXXXXXXXX the said Lessee, and he is in my belief of the full age of nineteen years.

Sworn before me at the City of Iqaluit)
In the Territory of Nunavut)
this _____ day of _____, 20____)
)
)
)
)
)
)

A Commissioner for Oaths
in and for Nunavut.
My Commission expires: _____

(Witness)

INITIALS _____

APPENDIX E: BALLOT DRAW CONDITIONS & PROCEDURES

ADMINISTRATION

The Ballot Draw will be administered by the Chief Administrative Officer who will resolve any disputes.

ELIGIBILITY

1. **ALL** applicants must be of majority (has attained the age of 19 years). Proof of age may be required.
2. Applicants must provide proof of financing from an accredited financial institution for an amount not lower than \$300,000, or, in certain cases other proof and/or amount considered appropriate by the Director of Planning and Development.
3. **NO** applicant will be given approval to transfer or assign their ballot or their application.

DEFINITION

“Category 1 - First Time Homebuyer(s)” means a first-time homebuyer (as defined in the Bylaw), who or whose Spouse is enrolled on the Nunavut Inuit Enrolment List and whose “associated community” is identified as Iqaluit.

“Category 2 - First Time Homebuyer(s)” means a first-time homebuyer (as defined in the Bylaw), who or whose Spouse:

- a. is Nunavut Inuit; and
- b. has ordinarily resided in Iqaluit for at least 5 years of the 10 years preceding the date of the Ballot Draw.

“Category 3 - First Time Homebuyer(s)” means a first-time homebuyer, who or whose Spouse has ordinarily resided in Iqaluit for at least 5 years of the 10 years preceding the date of the Ballot Draw.

“Category 4 - First Time Homebuyer(s)” means a first-time homebuyer, who or whose Spouse has ordinarily resided in Iqaluit for at least 2 years of the 10 years preceding the date of the Ballot Draw; and

“Category 5 - First Time Homebuyer(s)” means a first-time homebuyer.

“Category 6” means a person who is not a first-time homebuyer of any category.

PROCEDURES

1. An **Application for Land** must be submitted to the City to be eligible for the Ballot Draw.
2. Only ONE (1) application is allowed per household.
3. Applicants **must be present** at the time of the draw. If an applicant is unable to attend the day of the draw, he or she must provide a Letter of Proxy or Legal Power of Attorney for the party that will be present on their behalf. A person may only be represented once, by proxy or in person. A party may only represent one applicant.
4. On the date of the draw, the Ballot Draw will proceed as follows:
 - a. Ballots will be distributed in accordance with the following:
 - i. Each Category 1 applicant or proxy that is present will receive 6 ballots each;
 - ii. Each Category 2 applicant or proxy that is present will receive 5 ballots each;
 - iii. Each Category 3 applicant or proxy that is present will receive 4 ballots each;
 - iv. Each Category 4 applicant or proxy that is present will receive 3 ballots each;
 - v. Each Category 5 applicant or proxy that is present will receive 2 ballots each;
 - vi. Each Category 6 applicant or proxy that is present will receive 1 ballot each;
 - b. Ballots will then be drawn and lots selected in accordance with the following:
 - i. the first applicant or proxy whose name is drawn will have first choice of a lot; and
 - ii. the second applicant or proxy whose name is drawn will have the next choice; and
 - iii. the draw will continue in this manner until all ballots have been drawn or until all lots have been selected.
 - c. If no lots are available after all ballots have been drawn, 5 additional ballots will then be drawn and these applicant names put on a waiting list.
5. In the event that a successful Ballot Draw applicant does not enter into a lease with the City within the prescribed time frame, the City will offer the lot to the applicants on the waiting list.
6. Any lots remaining after the Ballot Draw will be available on a “First-Come, First-Serve basis”.
7. If a person’s name is drawn, all remaining ballots in that person’s name shall be void and shall be disregarded if drawn.

CONDITIONS AND REQUIREMENTS

1. Applicants are required to submit with their **Application for Land** the application fee in accordance with the Fees and Charges By-law, which fee shall be non-refundable and shall be paid to the City by cash, major credit card, certified cheque or money order.
2. The City may at any time require reasonable proof that an applicant is eligible for any ballot category for which the applicant claims to eligible.
3. Lots are leased on a “AS IS” basis. It is the responsibility of the Lessee to check the zoning of the land, the location of services, and the suitability of the Lot for the Lessee’s purposes. Without limiting the foregoing, the City accepts no responsibility for soil conditions or the location of bedrock on the lots.
4. Within fifteen (15) working days following the confirmation by the City of the final lot price, successful ballot holders are required to pay by cash, certified cheque, or a money order a non-refundable deposit equaling 10% of the Lot Price, plus the first quarterly land lease payment. If the deposit and payment are not received in the specific time frame, the successful ballot holder forfeits any and all first rights to the lot and it will then be available for disposal by the City.
5. The successful ballot holder is required to enter into an equity lease with the City for the selected lot in the City’s standard form of equity lease.

LOTS

It is the responsibility of the Lessee to locate property pins and boundaries and to site any and all improvements within the said boundaries in compliance with all City By-laws.

CONSTRUCTION

It is the responsibility of the lessee to acquire all permits prior to any construction taking place. Applications shall be made to the Development Officer for a Development Permit as soon as is practical following the signing of the lease. The Lessee must commence construction and complete construction within a specified time after the effective date of the lease. If development is not completed to building occupancy stage within this time frame, then the lease is subject to cancellation.

All building constructions are subject to the National Building Code, Electrical Codes, National Fire Codes, and all applicable by-laws of the City of Iqaluit. The Lessee must also comply with all requirements under the Water and Sewer By-law for water supply and sewage disposal hook-ups.

I/We have read and fully understand the above procedures. We wish to have our name(s) included in the Ballot Draw.

Print name

Signature

Print name

Signature

Date

DRAFT