

THE MUNICIPAL CORPORATION OF THE CITY OF IQALUIT, NUNAVUT
BY-LAW NO. 897

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”).

AND 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,

AND WHEREAS the Council of the City wishes to respect the terms of the Nunavut Land Claims Agreement (hereafter “Nunavut Agreement”) and recognize its primary importance,

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

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A. TITLE

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

B. DEFINITIONS

2. In this By-law:

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| “ <i>abandon</i> ” or “ <i>abandonment</i> ” | means improvements on a <i>property</i> that have been boarded up, unoccupied, or occupied without authorization for any period in excess of 24 months, without written consent from the City. |
| “ <i>acquisition</i> ” | means the purchase, <i>lease</i> or other acquisition of interests in real property, except as stated in section D. |
| “ <i>affiliates</i> ” or “ <i>affiliated</i> ” | 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 <i>person</i> , as intended in the meaning set out in Section 2 of the <i>Business Corporations Act</i> 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. |

- "assessed value"* means the monetary value given to a *parcel* of land or a *lot*, and to the improvements present on the said *parcel* of land or *lot*, based on the amounts established in the most current Assessment Roll prepared under the *Property Assessment and Taxation Act* or any act passed in substitution for that act.
- "ballot draw"* means a process of land *disposal* whereby applicants enter a lottery, at a certain time and place, to determine, by the luck of the draw, the successful applicants for the *parcels* available for *disposal* in the lottery.
- "call for proposals"* means a process of *disposal* 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 *call for proposals*, which proposal shall be evaluated against the criteria specified in the *call for proposals*.
- "City Asset"* 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 Agreement.
- "community benefit"* means a development that serves the broader interests of the community by promoting health, education, culture, environment, economic development (at the community level) or charitable causes.
- "development cost"* means the capital costs incurred in developing land, which may include:
- (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 recreational infrastructure;
 - (f) snowdrift abatement measures;
 - (g) land fill, excavation and blasting;
 - (h) street names, signage, lighting and furniture;

- (i) walking and snowmobile trails;
- (j) legal surveys;
- (k) environmental studies and/or clean up;
- (l) land *acquisition* and *disposal* costs, including legal costs;
- (m) salaries and benefits of municipal land administrators; and
- (n) 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 28.

“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 for which a *total lease cost* has been established up front and for which all payments, excluding interest charges, are credited against the *total lease cost* until such time as the *total lease cost* has been paid in full.

“fee simple”

means freehold ownership of real property.

“first-come-first-served”

means a process where the first *eligible applicant* to complete a *Land Application* to acquire a *parcel* will have the first right to have their application considered by the City

- “*land development*” means the process of planning, design and construction used to convert raw land to serviced building *parcels* that are ready for construction.
- “*land use permit*” a personal and revocable privilege to use *municipal lands* 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.
- “*lease*” means a contract in which the owner of real property grants to another *person* the right to occupy the land for a specific length of time and purpose, subject to the terms set forth therein.
- “*lender*” means a *person* who provides mortgage financing to a *lessee*.
- “*lessee*” means the holder or holders, for the time being, of the rights and privileges granted to the tenant under a *lease*.
- “*lot*” means an area of land depicted as a Lot on a Plan of Survey filed at the Land Titles Office for the Nunavut Registration District, or an un-Surveyed lot as identified by a sketch.
- “*market value*” means the value of a *parcel* 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 *public tender* or auction.
- “*Municipal Lands*” 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.
- “*new parcel*” means a *parcel* developed within the 3 years preceding the proposed *disposal* date and for which the *development costs* are known.
- “*non-market housing*” means housing intended to be made available for occupancy at below market rates for a “housing project” or a “student housing project”, both as defined in Section 1 of the *Housing Corporation Act* of Nunavut, to be managed or governed by a not-for-profit co-operative, community land trust, or other not for profit organization.
- “*off-site levy*” means a surcharge collected by the City from a *lessee* 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 *parcel* leased to the *lessee*, but

which directly, but not necessarily exclusively, benefits the *lessee's* land.

- “*old parcel*” means a *parcel* developed more than 3 years before the proposed *disposal* date or for which the *development cost* is not known or ascertainable.
- “*parcel*” means any of:
- (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 *lots* or *portions of lots* of owned by, leased or to be leased to the same *person*, that are developed or intended to be developed for use as a single *property*.
- “*parcel price*” means the price assigned to a *parcel* for the purposes of *disposal*, not including *off-site levies* or Goods and Services tax.
- “*person*” means an individual, a body corporate, the Government of a territory or province, the Government of Canada, or other legal entity.
- “*principal residence*” means the ordinary and primary dwelling of an individual, or family.
- “*private developer*” means a for profit or not for profit corporation.
- “*property*” means a *parcel* that is developed with improvements.
- “*public tender*” 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 *parcel*, subject to the terms stated in the tender documents issued by the City.
- “*replacement cost*” means the actual *development costs* incurred for a *parcel* 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 *site-specific factors*.
- “*site-specific factors*” means factors that may be used by the City to add or subtract up to 25% of the *development costs* of a *new parcel* or the *replacement cost* for an *old parcel* and include:

- (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, *non-market housing*, etc.).

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| “ <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> , but does not accumulate equity. |
| “ <i>surrender</i> ” | means a written agreement between the City and a <i>lessee</i> relinquishing the <i>lessee’s</i> rights under a <i>lease</i> . |
| “ <i>temporary lease</i> ” | means a <i>lease</i> 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 sum 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’s</i> 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; or
 - (c) licenses to use buildings or other municipal facilities, other than vacant *Municipal Lands*.

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 the *acquisition* of a portion of a *lot* is required to consolidate with another *lot* as part of a resurvey within two years.
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

i. Land Disposal By-laws

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 the *disposition* of a portion of a *lot* is required to consolidate with another *lot* as part of a resurvey within two years.
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.

ii. Methods for Land Disposal

- 12. Except as expressly provided herein, 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; or
 - (e) when permitted by Section 13, by direct negotiation.
- 13. Council may authorize the *disposal* of a *parcel* without using a competitive process:
 - (a) when a *parcel* of land is required by the City, the territorial government, or the federal government;
 - (b) where the *parcel* is to be offered to a *person* for the purpose of *non-market housing*;
 - (c) to an adjoining leaseholder or *fee simple* owner where the *parcel* can only be of use to the *lessee* of that adjoining *parcel*, because of its size, location or configuration;
 - (d) to an adjoining leaseholder or *fee simple* owner where, in the opinion of council, the *lessee* could benefit from an adjoining *parcel* or unsurveyed land, provided that council shall not approve any *disposal* under this subsection without first giving written notice of its intention to consider such a request to any other immediately adjacent leaseholders. If another adjoining leaseholder also expresses an interest in the *parcel* or unsurveyed land, Council shall use its' discretion to determine an appropriate division of land;
 - (e) where the *parcel* is to be offered to a *person* for the purpose of quarrying activities.
- 14. The City will generally use the following disposal methods in the circumstances described in this Section:
 - (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;

- (d) for land with improvements, by *call for proposals*, *first-come-first-served* basis, auction or *public tender*;
15. 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) if there are few *lots* involved or it is anticipated that the demand for the *lots* will be low.
16. 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'.
17. Previously unimproved *parcels* (never been improved) shall not be disposed of by auction or *public tender*.
18. 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.
19. 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.
20. 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.

iii. Advertising of Land

21. The City shall not dispose of land until it has notified the public that the lands are available for disposal. The City will advertise lands using a minimum of two of the following methods:
- (c) publishing an advertisement in a local newspaper;
 - (d) posting notices in at least five (5) prominent places in the City;
 - (e) making an announcement on a local radio station;
 - (f) posting a notice on the City's website;

- (g) posting a notice using the City's social media portals;
 - (h) other similar or appropriate methods adopted by resolution of Council.
22. Advertisements 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.
23. Despite Section 22, only one of the minimum two advertising methods must include all of the information listed in subsections (a) – (g). Additional advertisements may include a more limited amount of information but must state where and when applicants can obtain further information.
24. 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.
25. Notwithstanding subsection (g)4(c), vacant land shall be re-advertised for *disposal* if the zoning of the land has changed since the land was advertised.

iv. Application for Land

26. The City shall accept only a written application for land in the form provided in Appendix 'C'.
27. 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.
28. 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*.
29. 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.
30. The City shall be not be obligated to accept an application from any *person* who is not an *eligible applicant*.
31. 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.
32. When considering applications, there shall be regard for the City's General Plan and Zoning By-law.
33. 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.
34. The City may require proof that an applicant remains eligible before entering into any *disposal* agreement with the applicant.

v. Types of Land Disposal

Lease

35. 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*. A *standard*

lease requires less ‘up front’ investment and more financial predictability related to annual costs and therefore may be a more appropriate option where Council determines that a proposed development would represent a *community benefit*.

36. A *temporary lease* shall be issued by *standard lease*, with the exception of a replacement guarantee clause, unless otherwise directed by Council.
37. The term for all *leases*, excluding *temporary leases*, shall generally be 99 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.
38. The City shall not enter into a *lease of Municipal Lands* for a term exceeding 99 years.
39. Refer to Section J for the details of *lease* administration.

Fee Simple

40. 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.
41. If in accordance with Provision, 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.

vi. 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. Council 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*.

vii. 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

51. The price of *old parcels* and *new parcels* shall generally be based on *market value*, unless at the discretion of Council, *development cost*, *replacement cost*, *assessed value*, or other method of pricing is more appropriate to address unique circumstances or achieve a specific objective. Some examples where Council may choose not to use *market value* may include:
- (a) if a *parcel's market value* is difficult to determine, *development cost*, *replacement cost* or *assessed value* may be used;
 - (b) if a *parcel's market value* is lower than the *development cost* (including *site specific factors*), *development cost* or *replacement cost* may be used to recapture the cost of land development;
 - (c) if a *parcel's market value* is higher, *development cost*, *replacement cost* or *assessed value* may be used to dispose of land efficiently;
 - (d) if Council wishes to reduce the price of a *parcel* to support a proposed development that will represent a *community benefit*, the *market value* of a *new parcel* may be reduced by up to 25 % and the *market value* of an *old parcel* may be reduced by up to 30%.
52. If a *new parcel* was developed through financing from the territorial government, the written approval of the Minister shall be required to reduce the price for that *parcel* below the recovery of *development costs*, plus or minus adjustments for *site specific factors*.
53. For *temporary leases* or *standard leases* of a *new parcel* or *old parcel*, the annual *lease charge* shall not be more than ten percent (10%) of the price of that *new parcel* or *old parcel*.
54. 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

55. 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) cemeteries;
 - (e) recreational facilities;
 - (f) waste disposal sites;
 - (g) new or expanded roadways and sidewalks; and
 - (h) land required for, or in connection with any of the facilities described in this section.
56. The City shall not include, as part of the calculation of an *off-site levy*, any capital costs paid for by GN capital grants or contributions.
57. 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.
58. 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.
59. The City may allow the *amortization* of the *off-site levy*.
60. 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

61. 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.
62. The City shall use the Land Development Fund for the sole purpose of acquiring and developing land, which shall include:
- (a) *development costs*, as defined in Section B (Definitions);
 - (b) relevant operations of the Planning & Development Department;
 - (c) projects, studies and planning services for the review of the General Plan and Zoning By-law and its day-to-day implementation and enforcement;
 - (d) preparation of development schemes or other similar studies for the existing built-up area and future expansion areas;
 - (e) engineering studies, engineering design and project construction management;
 - (f) *acquisition* of land or *property* for the primary purpose of subdivision planning; and
 - (g) any other expenditure deemed to be related to planning, *land development* and land administration and approved by resolution of Council.

63. 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

64. By way of a *call for proposals*, the City may dispose of vacant land to a *private developer* for eventual *disposal* to the public.
65. 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.
66. 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

67. All *equity leases* shall normally provide for:
- (a) ninety-nine (99) years;
 - (b) reduction of lease payment to a nominal fee of one dollar (\$1.00) per annum upon full payment of the *total lease cost*;
 - (c) an administrative fee for the transfer of fee simple title;
 - (d) 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*;
 - (e) allowing Council to terminate the *lease* if the *parcel* 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 24 months of the date of *abandonment*, damage, demolition, or destruction; and

- (f) allowing a *lessee* to make advance payments of *total lease cost* not yet due without penalty.
68. The City may allow the *lessee* to pay the *parcel price* by installments.
69. 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 with the sum of payments being equivalent to an interest rate of 10% per annum, compounded quarterly (10.3813% annual percentage rate), 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.
70. 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

71. All *standard leases* shall generally provide for an initial term of ninety-nine (99).
72. *Standard leases* shall only be used if Council decides, due to the unique circumstances of the *disposal*, that it would be the most appropriate means to *lease* a particular *parcel*. Refer to Section 35 for more information.
73. *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).
74. *Standard leases* shall include provisions allowing Council to terminate the *lease* under the following circumstances:
- (a) if the *parcel* is *abandoned*; or
 - (b) if the improvements on the *parcel* are demolished, extensively damaged, or destroyed and the *lessee* does not repair, rebuild or replace the improvements within 24 months of the date of *abandonment*, damage, demolition, or destruction; or
 - (c) if the intended use of the land changes.

iii. Temporary Leases

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

iv. Extension and Renewal of Leases

77. 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.
78. Extensions or renewals to all existing equity *leases* shall be granted upon the date their current *lease* expires for a term that provides that the total of the initial term and any subsequent or extensions shall not exceed ninety-nine (99) years.
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 only be renewed 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 constructed to the point where the exterior of the building is complete and the interior framing is complete;

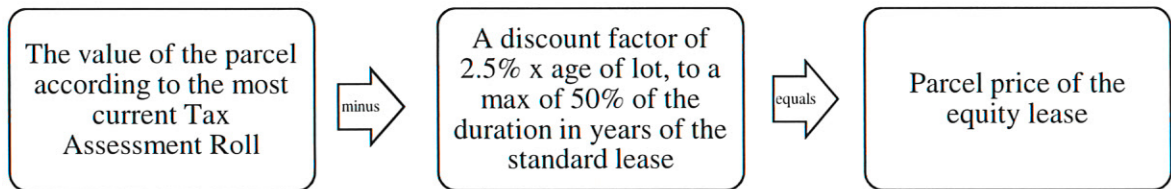
- (b) in the case of other development, an occupancy permit has been issued, or in the case where an occupancy permit is not required, work representing at least 75% of the total value of the improvements has been completed;
 - (c) the Director of Planning and Development has waived the completion requirements described in (a) and (b) above due to 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 both registered mail and by hand delivery 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. a) 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*.
- b) For greater certainty, if the City terminates an equity lease, the City shall pay the amount that would have been payable on a surrender of the lease, less:
- i. any outstanding rental payments,
 - ii. any outstanding property taxes or municipal services,
 - iii. any other amounts owing to the City with respect to the leased lands,
 - iv. costs incurred or expected to be incurred to restore the land to the condition required by the lease,
 - v. legal costs incurred to terminate the lease or to recover possession of the land, and

- vi. an administration fee of 2.5% of the equity lease amount for the City's personnel and overhead costs in relation to the termination of the lease.

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) all accounts with the City held by the *lessee* are current;
 - (e) the leasehold title is *surrendered*; and
 - (f) 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, as long as it does not interfere with the rights of others.

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 titled *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. The Commissioner may issue a *land use permit* for the use of untitled *Municipal Lands* after obtaining Council approval by resolution.
107. A *land use permit* may grant exclusive or non-exclusive use of a *parcel*.
108. A *land use permit* shall prohibit the permittee from making permanent improvements on the *parcel*.
109. A *land use permit* shall not be transferable.
110. A permittee may apply to renew a *land use permit* for a One (1) year term by making a new application.

M. QUARRY MANAGEMENT AND PERMITS

111. 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.
112. 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.
113. Royalty fees and other charges payable to the City shall be established by resolution of Council from time to time.

N. BY-LAW ADMINISTRATION

114. The Director of Planning & Development 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 Director of Planning and Development and the Land Administrator or their designate delegate are authorized to execute, on behalf of the City:
 - (a) *leases*; and
 - (b) cancellations or terminations of *leases*.
117. The Director of Planning and Development and the Lands Administrator or their designate delegate are authorized to execute, on behalf of the City:
 - (a) *transfer of leases*;
 - (b) *surrender of leases*; and
 - (c) consent to mortgages.
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, except Appendix E, while more significant changes shall require a resolution of Council. Any changes to Appendix E shall require a resolution of Council.

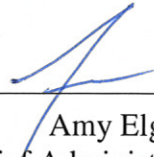
O. EFFECT

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 25 day of August 2020.



Kenny Bell
Mayor



Amy Elgersma
Chief Administrative Officer

After due notice and a Public Hearing held on _____, 2020.

READ a Second Time this ____ day of _____ **2020**.

Kenny Bell
Mayor

Amy Elgersma
Chief Administrative Officer

APPROVED by the Minister of Community and Government Services this ____ day of _____, 2020.

Minister, Community and Government
Services

READ a Third and Final time this ____ day of _____, 2020.

Kenny Bell
Mayor

Amy Elgersma
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;

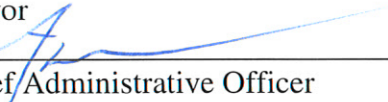
AND WHEREAS the Council of the Municipal Corporation of the City of Iqaluit deems it to be in the public interest to acquire the land described hereunder;

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 25th day of August 2020 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.

APPENDIX B: SAMPLE LAND DISPOSAL BY-LAW

A **BY-LAW** of the City of Iqaluit, a Municipal Corporation in Nunavut authorizing the City to dispose of real property, 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 and/or improvements are available for disposal 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 99 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

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