

A BY-LAW OF THE MUNICIPAL CORPORATION OF THE HAMLET OF POND INLET IN NUNAVUT TO PROVIDE FOR THE ADMINISTRATION OF MUNICIPAL LAND PURSUANT TO THE HAMLETS ACT, RSNWT, 1988, CH-1, S132.2

WHEREAS the council of the Municipal Corporation of the Hamlet of Pond Inlet deems it to be desirable to establish a uniform process for the disposal of real property owned, leased or otherwise held by the Hamlet;

NOW THEREFORE, THE COUNCIL OF THE HAMLET OF POND INLET at a duly assembled meeting, enacts as follows:

SHORT TITLE

1. This By-law may be cited as the "Lands Administration By-law".

INTERPRETATION

2. In this By-law:

- a) "Assignment" means the same as "transfer"
- b) "Administration Fee" means a non-refundable fee that is charged for the cost of processing and administration of various public services.
- c) "Application Fee" means a fee charged with an application that will be credited towards subsequent fees and costs upon completion of the application (e.g., the leasing of a lot), and may either be refundable or non-refundable.
- d) "Council" means the Council of the Municipal Corporation of the Hamlet of Pond Inlet;
- e) "Cancel" means the termination of a lease at the initiative of the Municipality;
- f) "Development Cost" means the costs directly incurred by the Municipality in developing land, including, but not limited to, the cost of:
 - i) planning and engineering design;
 - ii) project management;
 - iii) administration costs directly incurred by the Municipality in developing land, including, but not limited to, the cost of:
 - iv) road construction;
 - v) land fill;
 - vi) adjacent open spaces, parks, and recreational improvements;
 - vii) water and sewage facilities;
 - viii) electrical distribution lines (and poles);
 - ix) legal surveys and title searches;
 - x) land acquisition and disposal costs;
 - xi) financing charges, including interests, for any loans incurred in developing land;
 - xii) provision of any other utility services; and
 - xiii) land inspection.

- g) "Disposal of land" means the lease or other disposition of land.
- h) "Equity Lease" means a lease for which a lot price has been established and the Lessee makes payments that are credited against the principal lot price, after appropriate interest and service charges have been made, until such a time as the lot price is paid in full.
- i) "Land" means real property owned, leased or otherwise held or acquired by the Municipality;
- j) "Lessee" means the person or persons who have been granted, by the lease, occupancy of land.
- k) "Lessor" means the person, persons or organization granting a lease.
- l) "Lot" means a parcel of land, for which development costs have been incurred and which has been duly described or surveyed for the purpose of acquisition, lease or other disposition;
- m) "Lot Price" means the price of a lot that may be subject to development costs, site specific factors and/or replacement cost, and any applicable taxes;
- n) "Market Value" means the value of a parcel of land based on the amount a willing buyer would pay a willing seller. This value shall be determined by a professionally qualified land appraiser or by public tender or auction;
- o) "Minister" means the Minister of Community Government and Transportation;
- p) "Municipality" means the Municipal Corporation of the Hamlet of Pond Inlet, which is represented by the Senior Administrative Officer or his/her designate, except when decisions of Council are required;
- q) "New Lot" means a lot for which all development costs were incurred on or after May 31st 1997, and for which all development costs are known;
- r) "Non Equity Lease" means a lease for which the lessee makes payments that are not credited against the principal lot price.
- s) "Off Site Levy" means a surcharge levied (at the time of lease execution) by the Municipality to the lessee of municipal land to assist in the payment of all or part of the capital costs of new or expanded infrastructure, including land, such infrastructure being located outside the land being leased, but of direct, though not exclusive, benefit to the lessee;
- t) "Old Lot" means a lot for which any development costs were incurred before May 31st 1997 or for which any development costs are known, including any such lots that may have been legally surveyed on or after May 31st 1997;
- u) "Replacement Cost" means the estimate development costs for a parcel of land, updated to the current year, representing the costs to develop a similar lot and incorporating any site-specific factors;

- v) "Site Specific Factor" means factors which may be used, where applicable in adding or subtracting up to 25% of the development costs of new lots or the replacement cost for old lots, and which may be composed of:
- i. size of land parcel;
 - ii. site condition;
 - iii. desirability of location
 - iv. adjacent land uses;
 - v. historical data and use of the lot; and
 - vi. proposed land uses;

and the addition of site-specific factors for lots shall not exceed development cost for the entire subdivision.

- w) "Senior Administrative Officer" means the Senior Administrator of the Municipal Corporation of the Hamlet of Pond Inlet or such other person as may be designated, From time to time, to exercise the powers and perform the duties of the Senior Administrative Officer pursuant to this By-law.

- x) "Surrender" means the termination of a lease at the initiative of the lessee, with the consent of the Municipality and with the transfer of ownership of the land to the Municipality.

- y) "Transfer" means the assignment of a lease to a third party at the initiative of the lessee, in which the third party will become owner of the improvements on the land, and in which the third party accepts all interests and responsibilities under the lease.

APPLICATION OF THE BY-LAW

3. This By-law shall, except as otherwise expressly authorize by the Minister, apply to all acquisition, leases or other dispositions of land by the Municipality.

PRECONDITIONS TO ACQUISITION AND DISPOSAL OF LAND

4. Land speculation will be discouraged.
5. Neither the Municipality nor any authorized representative of the Municipality shall make or enter into any offer, agreement or other arrangement for the purchase, lease or other disposition of land except by By-law in form of Appendix "A" and Appendix "B" attached hereto and each By-law shall contain:
- a) a complete legal description of land to be acquired, leased or otherwise disposed of;
 - b) the minimum consideration to be paid for the acquisition, leased or other disposition of the land; and
 - c) the terms and conditions, if any, upon which the land shall be acquired, leased or otherwise disposed of.
6. No By-law for the acquisition, lease or other disposition of land, shall be passed pursuant to Sections 132.2(4) or 132.2(5) of the Hamlet's act, until:
- a) it has been established through a search at the appropriate Land Registry Office, that the Municipality may lawfully acquire, lease or otherwise dispose of the land;

- b) an inspection of the land has been conducted to determine:
 - i) if the land is occupied;
 - ii)
 - iii) if there are any improvements situated on the land;
 - iii) if there are any easements affecting the land; and,
 - iv) such other information as Council may, in its discretion consider to be relevant;
- c) the Senior Administrative Officer has advised Council as to the value of the land and any improvements situated thereon and that the proposed use of the land shall comply with the Zoning By-law in effect in the Municipality.

ADVERTISING OF LAND FOR DISPOSAL

- 7. Subject to 9, the Municipality shall not lease or otherwise dispose of land until it has published a notice that such land is available for disposal by notice posted in three prominent places in the Municipality for a period of two weeks.
- 8. Each advertisement or notice shall contain:
 - a. a sketch, drawn to scale, identifying the size and location of the lot to be leased or otherwise disposed;
 - b) the minimum consideration for which the land will be leased or otherwise disposed of;
 - c) an indication as to the method to be employed in leasing disposing of the land; and
 - d) an indication as to where and when applicants may obtain application forms or further information.
- 9. By resolution of council, section 7 may not apply to:
 - a. land which can only be of use to an adjoining owner or lessee; and
 - b. additional adjacent land required for expansion of an owner's or lessee's existing development.
 - c. lands required by the federal or territorial government.
- 10. The Municipality shall re-advertise for lease or other disposition of land for which:
 - a) an application has been made but subsequently withdrawn;
 - b) a lease has been granted, but cancelled or surrendered prior to the construction of any improvements on the land; or
 - c) re-zoning has taken place and the land remains untenured.

APPLICATIONS FOR LAND

- 11. The Municipality shall only accept a written application for land in form of Appendix C. This form shall contain, but not limited to:
 - a. the legal name of the applicant or applicants;
 - b. the legal description of the land;
 - 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 (s) of the applicant or applicants;
 - f. administration and application fees; and
 - g. declaration of residency, if required.

12. The applicant must submit the following fee's, as applicable, with a written application for land:
 - a) for each single-family residential lot, a non refundable administration fee of \$50.00 and a refundable application fee of \$200.00, or for each multi-family residential, commercial, community use or
 - b) industrial lot, a non-refundable administration fee of \$100.00 and a non-refundable application fee of \$400.00.
13. The Municipality shall keep a ledger of all land containing:
 - a) a full legal description of the land;
 - b) the location of the land within the Municipality;
 - c) the price of the land for purpose of lease or other disposition;
 - d) the terms and conditions upon which the land may be leased or otherwise disposed of; and
 - e) an indication of whether the land may be leased or otherwise disposed of, or whether there is a pending lease or other disposition of the land.
14. The ledger kept pursuant to Section 13 of this By-law shall be open to inspection by the public at the Municipal Office during normal business hours.

TERMS AND CONDITIONS OF LAND DISPOSALS

15. The Standard term of lease documents shall be Thirty (30) years, longer terms may be approved by resolution of Council.
16. The Municipality, in the leasing or otherwise disposing of lots for residential purposes, shall ensure that prospective private home owner have preference over buyers who wish to acquire more than one lot at a time, except by resolution of Council.
17. Every disposal of land shall be in writing.
18. The Municipality, in leasing or otherwise disposing of lots, shall require that commencement of construction must begin within twelve (12) months of the effective date of the lease, and that improvements must be completed within twenty-four (24) months of the date of this agreement.

Subject to Section 19, the Municipality may cancel a lease for failure to complete construction of building or other improvements within the time required; and the land may revert back to the Municipality.
19. The Municipality may allow a maximum extension of twelve (12) months to either term outlined in section 18. The following shall be required; prior to construction by Council:
 - a) written explanation for the delay in construction;
 - b) written plan to complete construction within the extension period;
 - c) proof of approval financing;
 - d) development permit application; and
 - e) proof of no outstanding debts to the Municipality.
20. The Municipality shall not lease or otherwise dispose of new lots by auction

21. The Municipality shall lease, or otherwise dispose of, land by one or a combination of the following means:
 - a) First-come-first-served basis;
 - b) Ballot Draw, subject to Sections 22 and 23 and the procedures outlined in Appendix D as attached hereto and forming part of this By-law;
 - c) Development Proposal Call, subject to Sections 22, 24 and 25; and
 - d) Lease, in the form of Appendix E as attached hereto and forming part of this By-law;
22. The Municipality shall employ the First-come-first-service basis to lease land, except in cases when Council decides, by resolution, to apply the method described in either Section 21 b) or c).
23. The Municipality shall, when disposing of land through means of a ballot draw, give preference to prospective lessees by sorting ballots into the following categories:

Category One - first time homeowners residing in the Municipality for more than five (5) years.

Category Two - persons residing in the Municipality for more than two (2) years.

Category Three - all others.
24. Prior to disposing of land through means of a Development Proposal Call, Council shall, by resolution, establish guidelines for such a process.
25. The Municipality shall decide whether, and under what circumstances, a formal development proposals or bids will be asked from prospective lessees.

PRICING OF NEW LOTS

26. The lot price for any new lots shall be determined by development costs, including allowances for site-specific factors.
27. The Municipality shall recover development costs in the pricing of land for disposal, subject to Section 28.
28. The Municipality may, when it is unable to lease or otherwise dispose of a lot, reduce the price of the lot below its development cost
 - a) when the lot has not been developed through financing from the Government of Nunavut or a financial institution; or
 - b) when the lot has been developed through financing from the Government of Nunavut or a financial institution and the reduced price is approved by the Minister.

PRICING OF OLD LOTS

29. The Municipality, in leasing or otherwise disposing of old lots, the lot price shall be determined by either of the following:

- a) replacement cost, established by resolution of Council; or
- b) the market value as determined by:
 - i) a qualified land appraiser or assessor; or
 - ii) a calling for bids (by public tender) in which the advertised minimum price is not less than the replacement cost.

EQUITY LEASE FEES

30. In the leasing of land, the Municipality shall:

- a) allow the lessee to pay the entire balance of the lot price and off-site levies upon signing the lease;
- b) where the entire balance of the lot price and off-site levies are not paid upon signing of the lease:
 - i) for commercial, Industrial, multi-family residential and community use lots, require payment of a non-refundable minimum deposit of six and two thirds percent (6.67%) of lot price and off-site levies at the time of signing of the lease, with the remainder of the lot price and off-site levies paid in annual payments of at least 6.675 over a period not to exceed 15 years from the commencement date of the lease agreement, plus any interest and carrying charges at the rate paid by the Municipality for development of the land.
 - ii) for single family residential lots, require payment of a non-refundable minimum deposit of five percent (5%) of the lot price and off-site levies at the time of signing of the lease, with the remainder of the lot price and off-site levies paid in annual payments of at least 5% over a period not to exceed 20 years from the commencement date of the lease agreement.
- c) in the event of death of the lessee prior to the construction of any improvements on the land, allow the deposit to be refunded, subject to sections 50, 51 and 52;
- d) allow the lessee to make an annual lump sum payment against the outstanding balance of the lot price and off-site levies; and
- e) require the lessee to pay an annual rental fee of \$50.00 after the lot price and offsite levies have been paid in full.

31. After a Municipal Land Referendum and any required changes to territorial legislation allowing for sales of land in Nunavut, if:

- a) the fee simple title for the lot is available to be transferred to the lessee;
- b) the lessee has paid the outstanding balance of the lot price and off-site levies in full; and
- c) the lessee is not in default of any of the covenants of the lease,

title to the land will be transferred to the lessee, and thereafter payment of annual rental fees will not be required.

RE-NEGOTIATION OF EXISTING NON-EQUITY LEASES

32. A lessee holding a non-equity lease for land in the Hamlet of Pond Inlet may apply to the Municipality for a equity lease that will be subject to all the terms and conditions of this By-law.
33. The Municipality may re-negotiate a non-equity lease only when the lease is in good standing and subject to the following:
- a. annual lease rental is paid in full;
 - b. any property taxes owing to the Government of Nunavut is paid in full;
 - c. all accounts with the Municipality held by the lessee are paid to date;
 - d. proof of ownership of improvements on the leased land;
 - e. satisfactory completion of improvements; and
 - f) a non-refundable administration fee of \$50.00 is paid in full.
34. In re-negotiation of a lease, the cost of an old lot will be based on the replacement cost of the lot, and lease fees paid to date will be deducted from that cost. The lessee will be required to provide proof of payment of past lease fees, if such records are not available through the Municipality. By resolution, Council may waive proof of past lease payments if adequately justified in writing by the lessee.
35. Any request to re-negotiate a non-equity lease will not be unreasonably withheld.

OFF SITE LEVIES

36. Subject to section 40, when leasing or disposing of land, the Municipality may levy a surcharge to a lessee of land to help pay for all or part of the Municipality's capital cost for all or any of the following:
- a) new or expanded roadways, ditches, storm sewers, walkways and sidewalks;
 - b) new or expanded airports or other community facilities; and
 - c) land and development costs required for, or in connection with, any of the facilities described in a) and b).
37. The Municipality shall not include, as part of any off site levy, any costs paid for by grants or contributions received from the Government of Nunavut.
38. The Municipality shall clearly identify to the public that any off site levy is a separate surcharge above the lot price, which is collected together with the lot price.
39. The Municipality shall place all off-site levy revenues in the Land Development Reserve Account, as per Section 41, to be used for the purposes set out in Section 36.
40. Off-site levies shall be determined by resolution of Council and may not be greater than ten percent (10%) of the lot price.

LAND DEVELOPMENT RESERVE ACCOUNT

41. The Municipality shall open and maintain a separate account for all revenue obtained from leasing or otherwise disposing of land, off-site levies and quarrying fees.
42. The Municipality shall, in regards to the account identified in Section 41;
- a. use generally accepted Accounting and Fund Accounting principles to establish proper accounting and control procedures for the management of revenues and expenditures; and

- b) use all expenditures from the account for the sole purpose of acquiring and/or developing land by the Municipality, unless approved by Council through resolution for other types of expenditures.

PRIVATE SECTOR DEVELOPMENT OF LAND

- 43. The Municipality shall encourage the utilization of the private sector in the development of land only if:
 - a) the Municipality has prepared a cost estimate of the project as if it were to develop the land; and
 - b) the private sector can develop the land such that the lot price is the same as, or less than, the Municipality would charge under its estimate in a).
- 44. If in the opinion of the Municipality, the private sector can develop the land in a cost effective manner as outlined in Section 43 a) and b), the Municipality shall call for proposals.
- 45. The Municipality in disposing of vacant land to a private developer shall:
 - a) do so by way of a lease to which a subdivision agreement may be attached;
 - b) require the developer to establish a land disposal procedure that is consistent with this By-law;
 - c) require the developer to provide a list of the lot prices of the lots to be developed;
 - d) specify, in the lease, the standards to which the land must be developed;
 - e) require final approval by Council, and
 - f) specify, in the lease, that in cases for nonperformance with regards to Section 45 a), b), c) or d) above the lease will be cancelled.

EASEMENTS

- 46. The Municipality may, in the public interest, establish easements through, under or over any portion of the land for any public utility purpose, but the said easement shall not interfere with the rights, granted to the lessee or any improvements made by the lessee on the land.

TRANSFER OR ASSIGNMENT OF LEASES

- 47. The Municipality may assign or transfer leases only when the lease is in good standing and subject to the following:
 - a) annual lease rental is paid in full;
 - b) any taxes owing to the Government of Nunavut is paid in full;
 - c) all accounts with the Municipality held by the lessee are paid to date;
 - d) proof of ownership of improvements on the leased land;
 - e) satisfactory completion of improvements; and
 - f) a non-refundable administration fee is paid in full based on the following:
 - i) a fee of \$50.00 for a single family residential lot, and
 - ii) a fee of \$200.00 for a multi-family residential, commercial, community use or industrial lot.

48. Any equity paid against the lot price and off-site levies by the lessee will be transferred, along with the lease, to the new holder of the lease.
49. Any request to assign or transfer a lease will not be unreasonably withheld.

SURRENDER OF LEASE

50. The lessee may surrender a lease by providing notice to the Municipality in writing, to be delivered by hand with a receipt issued by the Municipality or by double registered mail.
51. The Municipality may accept the surrender of a lease only when the lease is in good standing and subject to the following:
- a) annual lease rental is paid in full;
 - b) any taxes owing to the Government of Nunavut are paid in full;
 - c) all accounts with the Municipality held by the lessee are paid to date;
 - d) the lessee must remove all improvements from the land and return the lot in a state satisfactory to the Municipality;
 - e) the lessee must deliver up to the Municipality the duplicate leasehold title where one exists; and
 - f) a non-refundable administration fee is paid in full based on the following:
 - i) a fee of \$50.00 for a single family residential lot, and
 - ii) a fee of \$ 100.00 for a multi-family residential, commercial, community use or industrial lot.
52. When the lessee has duly executed a Surrender of Lease as per Sections 50 and 51, the Municipality will provide a refund of equity; the total of which will be less the deposit of five percent (5%) of the lot price. The Municipality will not return any interest and carrying charges paid by the lessee for the term that the lease was effective.

CANCELLATION OF LEASE

53. The Municipality may cancel a lease by providing the notice to the lessee in writing, to be delivered by hand with a receipt signed by the lessee or by double registered mail.
54. The Municipality may cancel a lease subject to the following:
- a) annual lease rental is not paid in full;
 - b) any taxes owing to the Government of Nunavut are not paid in full;
 - c) accounts with the Municipality held by the lessee are not paid to date;
 - d) improvements that are required pursuant to Sections 18 and 19 of this By-law and the lease, have not been constructed to at least 75% of completion; and
 - e) non-compliance with any other terms and condition of the lease.
55. If the Municipality cancels a lease pursuant to Sections 53 and 54,
- a) where there is debt owed to the Municipality, the Municipality may seek an order to retain the right to any improvements upon the leased land;
 - b) where there is no debt owing to the Municipality, the lessee shall remove any improvements and restore the site within 90 days, failing which the Municipality may seek an order allowing for the removal of the improvements and the recovery of any related costs incurred by the Municipality; and,

- c) where there is a duplicate leasehold title for the land which has not been surrendered in accordance with the Land Titles Act, the Municipality shall seek an order cancelling the leasehold title and the recovery of any related costs incurred by the Municipality.

QUARRIES

56. By resolution or separate By-law, Council may establish procedures and fees for the issuance of Quarry Permits, and regulations governing quarrying activities.
57. Subject to Section 56, all fees for quarry permits shall be placed in the Land Development Reserve account established under Sections 41 and 42.

TEMPORARY LAND USE

58. By resolution or separate By-law, Council may establish procedures and fees for the issuance of Land Use Permits for the temporary use of land, and regulations governing such land uses.
59. Subject to Section 58, all fees for Land Use Permits shall be placed in the General Operating Account.

BY-LAW ADMINISTRATION

60. Council may, by resolution, adopt standard forms of agreement for the administration of land, and the Municipality may make minor changes not affecting the intent of these forms of agreement as may be necessary for such administration.

The forms, fees, procedures and any agreements requiring change for the administration of this By-law shall be as amended and approved by resolution of Council.

61. The following appendices shall form part of this By-law as sample of other by-laws, forms, procedures and leases:
- a) APPENDIX A: LAND ACQUISITION BY-LAW
 - b) APPENDIX B: LAND DISPOSAL BY-LAW.
 - c) APPENDIX C: LAND APPLICATION FORM
 - d) APPENDIX D: BALLOT DRAW PROCEDURES
 - e) APPENDIX E: EQUITY LEASE
62. Minor changes to the Appendices of the By-law can be made by Council, without amending this By-law provided the changes to the Appendices do not alter the intent of this By-law.
63. This By-law shall repeal By-law 98, upon third and final reading.

Read a First time this 9th day of November 2000, AD.

R. G. Hall
Mayor

[Signature]
Senior Administrative Officer

Read a Second time this 24th day of November 2000, AD.

R. G. Hall
Mayor

[Signature]
Senior Administrative Officer

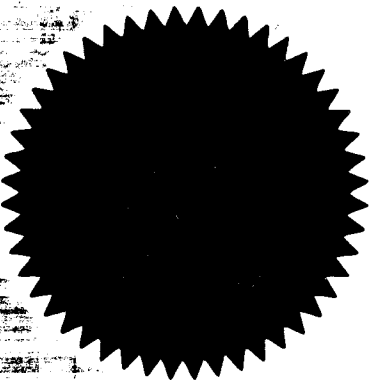
Approved by the Minister of Community Government and Transportation this 2nd day
of February 2002 AD.

[Signature]
Minister of Community Government and Transportation

Read a Third time and finally adopted this 14th day of March 2002, AD.

[Signature]
Mayor

[Signature]
Senior Administrative Officer



Duplicate Original

APPENDIX A: LAND ACQUISITION BY-LAW

HAMLET OF POND INLET, NUNAVUT
BY-LAW NUMBER XXX

A BY-LAW OF THE MUNICIPAL CORPORATION OF THE HAMLET OF POND INLET IN NUNAVUT TO ACQUIRE REAL PROPERTY, PURSUANT TO THE HAMLETS ACT, R.S.N.W.T., 1988, cH-1, s. 132.2.

WHEREAS the Council of the Hamlet of Pond Inlet deems it to be in the public interest to acquire the land described hereunder;

NOW THEREFORE, the Council of the Hamlet of Pond Inlet, in a duly assembled meeting, enacts as follows:

1. The Mayor and Senior Administrative Officer are hereby authorized on behalf of the Hamlet of Pond Inlet to purchase from the Commissioner of Nunavut for the sum of _____ dollars (\$ _____) the land described hereunder:

The whole of Lot _____ (_____) in the Hamlet of Pond Inlet, in Nunavut, according to a plan of survey filed In the Land Titles Office for Nunavut under the plan number shown on Schedule A attached.

2. The noted land shall be acquired for Municipal purposes.

Read a First time this _____ day of _____ 20____, AD.

Mayor

Senior Administrative Officer

Read a Second time this _____ day of _____ 20____, AD.

Mayor

Senior Administrative Officer

Read a Third time and finally adopted this _____ day of _____ 20____, AD.

Mayor

Senior Administrative Officer

APPENDIX B: LAND DISPOSAL BY-LAW

HAMLET OF POND INLET, NUNAVUT
BY-LAW NUMBER XXX

A BY-LAW OF THE MUNICIPAL CORPORATION OF THE HAMLET OF POND INLET
IN NUNAVUT TO DISPOSE OF REAL PROPERTY, PURSUANT TO THE HAMLETS
ACT, R.S.N.W.T., 1988, cH-1, s. 132.2.

WHEREAS the Council of the Hamlet of Pond Inlet deems it to be in the public interest to lease
the land described hereunder;

NOW THEREFORE, the Council of the Hamlet of Pond Inlet, in a duly assembled meeting,
enacts as follows:

1. The whole of Lot _____ (_____) in the Hamlet of Pond Inlet, in
Nunavut, according to a plan of survey filed In the Land Titles Office for Nunavut
under number _____, which is owned by the Hamlet under Certificate of
Title number _____, be leased.
2. The Mayor and Senior Administrative Officer are hereby authorized on behalf of the
Hamlet of Pond Inlet to execute a lease agreement for those lots described in Schedule
A, attached to and forming part of this by-law.

Read a First time this _____ day of _____ 20____, AD.

Mayor

Senior Administrative Officer

Read a Second time this _____ day of _____ 20____, AD.

Mayor

Senior Administrative Officer

Read a Third time and finally adopted this _____ day of _____ 20____,
AD.

Mayor

Senior Administrative Officer

APPENDIX C LAND APPLICATION FORM

APPLICATION FOR MUNICIPAL LAND IN THE HAMLET OF POND INLET

PART I

Mr. Ms. Mrs. Miss _____ Age 19+? Yes No
[circle one] [Surname, First & Other names of Applicant] [circle one]

Address: _____
[Applicant's full mailing address including community name and postal code]

Phone: Home # _____ Work # _____

Occupation: _____
[Applicant's job title, trade, business, etc.]

Employed by: _____
[Applicant's employer]

Mr. Ms. Mrs. Miss _____ Age 19+? Yes No
[circle one] [Surname, First & Other names of Applicant's spouse] [circle one]

Occupation: _____
[Spouse's job title, trade, business, etc.]

Employed by: _____
[Spouse's employer]

Mr. Ms. Mrs. Miss _____
[circle one] [Sumame, First & Other names of Contact Person for this application if
different from the applicant, or if the applicant is a business, etc.]

Address: _____
[Contact Person's full mailing address f different from the Applicant's]

2. The undersigned hereby make application to lease land described as follows:

[if the land that you are applying for is surveyed, list its lot number, block or group number, and LTO number as shown on the lands map. If the land that you are applying for is unsurveyed, you must complete an application for Commissioner's Land.]

If there is more than one applicant, do you wish: joint tenancy _____
or tenants-in-common _____

3. The land will be used for residential _____, commercial _____, industrial _____, or other _____.

If "other", please specify: _____.

4. Are there any buildings or improvements on the land now? Yes _____ or No _____

If "yes", will these improvements be removed? Yes _____ or No _____

Existing improvements have a value of \$ _____ and are described as follows:

Name of owner of existing improvements:

[If existing improvements are to remain on the land that you are applying for, please attach your proof of ownership.]

5. The undersigned agree to construct the following improvements
6. The estimated value of these improvements is \$ _____ and will require Approximately _____ months to complete.
7. the undersign understand that failure to comply with any terms and conditions of the lease will be grounds for cancellation of the said instrument.
8. The undersigned certify that I/we have read and understood the terms and conditions listed in the form and am are in complete agreement with them.
9. The undersigned certify that the information that I/we have given in this application is true and correct.
10. The construction of buildings and improvements must conform to local by-laws and building standards.
11. If there are buildings and/or other improvements proposed by the applicant, he/she must, on his /her own responsibility, submit to the territorial Fire Marshall's office a plot plan showing the location of all present and proposed buildings and improvements concerning the said land, and also such drawings and specifications as will indicate accurately to scale all floor plans, heating and fire safety systems and the materials to be used in construction. It will also be the applicant's responsibility to furnish the same information to the local council, or public health authorities if deemed necessary by them on which to base their recommendation.
12. This applicant will not be considered unless accompanied by payment of a non refundable administration fee of \$ _____ and an application fee of \$ _____, and a plot plan of proposed improvements.
13. The submission of this application and payment of the above fees do not in themselves convey any right to the land.
14. If this application is refused, the application fee will be refunded. If a lease or agreement is approved but not executed by the applicant, the application fee shall be forfeited. If a lease or agreement is executed by the applicant, full amount of the application fee goes towards the first payment of the lease.
15. All rights to municipal land exclude the following:
 - a) all mines and minerals whether solid, liquid or gaseous which may be found to exist within, upon, or under the land together with the full powers to work the same and for that purpose to enter upon, use and occupy the land or so much thereof and such an extent as may be necessary for the effectual working and extracting of the said materials;
 - b) the rights of the recorded holders of minerals claims and any other claims or permits affecting the land;
 - c) the right to enter upon, work and remove any rock outcrop required for public purposes;
 - d) such right or rights of way and entry as may be required under the regulations in force in connection with construction, maintenance, and use of works for conveyance of water

... agrees it to

e) for use in mining operations; and
the right to enter upon the land for the purpose of installing and maintaining any public utility.

Signature of Applicant

Date

Signature of Applicant

Date

SHOR

INT

2.

a)

APPENDIX D: BALLOT DRAW PROCEDURES

ADMINISTRATION

The Ballot Draw will be administered by the Senior Administrative Officer and the Community Lands Administration Officer who together will resolve any disputes.

ELIGIBILITY

1. All applicants must be of majority age (a minimum of 19 years of age). Proof of age (a birth certificate) may be required.
2. No ballots will be given to Companies, Groups or Societies.
3. No participant will be given approval to transfer or assign their ballot or their application.

DEFINITIONS

In this Appendix,

First time homeowner in Pond Inlet means an applicant who neither she/he or her/his Spouse/Common-law Spouse does not or has not previously owned a home in Pond Inlet. If it cannot be established that an applicant is a First time homeowner in Pond Inlet, he or she may be required to sign a Statutory Declaration in the presence of a Commissioner of Oaths.

"Household" means a nuclear family (i.e., a self-contained family unit including a mother and a father, or a single parent, and their/his/her children, or a husband and wife without children, including common-law spouses).

BALLOT DRAW

4. Only one (1) ballot is allowed per household.
5. Each Ballot will be subject to the following fees to be paid by cash, certified cheque or money order:
 - a) for a ballot for a single-family residential lot, a non-refundable administration fee of \$50.00 and a refundable application fee of \$200.00 is required; or
 - b) for a ballot for a multi-family residential, commercial, community use or industrial lot, a non-refundable administration fee of \$100.00 and a non-refundable application fee of \$400.00 is required.

The above fees replace those required under Section 12 of the Land Administration By-law.

6. Lots are leased on an "As Is" basis.
 - a) Ballot Holders must be present at the time of the draw. If a Ballot Holder is unable to attend at the time of the draw, he/she may provide a Letter of Proxy or Legal Power of Attorney for the party that will be present on their behalf. A Ballot Holder may be represented only once, by proxy or in person.
7. On the date of the draw, it will be conducted in three stages based on the following categories of Ballot Holders:

Category 1 - First time homeowners in Pond Inlet who have resided in Pond Inlet for more than five (5) years.

Category 2 - Persons who have resided in Pond Inlet for more than two (2) years.

Category 3 - all others.

8. Each stage will be drawn to determine in what order applicants will choose their preferred lot of the lots still available in the following manner:
 - 1) Category 1 will commence first, and
 - a) The person whose name is drawn will have first choice;
 - b) The second person whose name is drawn will have the next choice; and
 - c) The draw will continue in this manner until all lots have been selected or all category 1 ballots have been pulled and there are remaining lots; then
 - 2) Category 2 will commence next; and
 - a) The person whose name is drawn will have the next choice;
 - b) The draw will continue in this manner until all lots have been selected or all category 2 ballots have been pulled and there are remaining lots; then
 - 3) Category 3 will commence next; and
 - a) The person whose name is drawn will have the next choice;
 - b) The draw will continue in this manner until all lots have been selected or all category 3 ballots have been pulled and there are remaining lots; then

Any lots remaining after the Ballot Draw will be available on a "First come, first served basis."

CONDITIONS AND REQUIREMENTS FOR A HOLDER OF A SUCCESSFUL BALLOT

FEEES, DEPOSITS AND LEASES

9. A non-refundable deposit equalling five percent (5%) of the Lot Price must be paid by cash, certified cheque or money order, within ten (10) working days following the close of the draw. If the deposit is not received in the specified time frame, the successful ballot holder relinquishes any and all first rights to the lot and it will then be a lot available for disposal.
10. The applicant is required to enter into a lease with the Municipality for the selected lot.
11. The Annual Lease Fee will be at a rate as prescribed in the Land Administration By-law.

LOTS

Lots are leased on an "As Is" basis.

It is the responsibility of the Lessee to check the Zoning of the Land, Location of Services, and the Municipality accepts no responsibility for soil or other conditions, or the location of bedrock on the 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 By-laws of the Municipality.

CONSTRUCTION

It is the responsibility of the Lessee to acquire all Permits prior to any construction taking place. Applications shall be made to the Municipality. An application for Development Permit shall be made as soon as practical following the signing of the lease. Pursuant to the Lease, the Lessee will have twenty four (24) months to complete construction after the effective date of the Lease. If development is not completed to building occupancy stage within 24 months, then the lease is subject to cancellation, subject to the Land Administration By-law.

House construction is subject to the National Building Code, Electrical Codes, National Fire Codes, and the Zoning By-law. The Lessee must also comply with all requirements Municipality By-laws for water supply and sewage disposal hook-ups.

APPENDIX E: EQUITY LEASE

Note: { } indicate and [] indicate text to be used as and if applicable.

LEASE NO. _____

File No. _____

The Municipal Corporation of the Hamlet of Pond Inlet, being (or entitled to be), registered owner of an estate in fee simple subject to the encumbrances and interests listed below or which apply under the Land Titles Act, of the land described as follows:

the whole of Lot numbered _____ (_____) in the Hamlet of
Pond Inlet in Nunavut, according to a plan of survey filed in the Lands Titles Office for
Nunavut under Number _____,

lease to _____ {both} of the Hamlet of Pond Inlet
in Nunavut, [not] as joint tenants and [not] as tenants in common, ^{delete} all my estate and interest
in the land to be held by him or her as tenant, from the _____ day of _____,

20 _____, for a term of Thirty (30) years, at a rental of _____

Dollars (\$ _____), to be paid to the Hamlet of Pond Inlet in full within

_____ (_____) years upon execution of this lease, subject to any implied

covenants and powers and the following terms and conditions:

1. This lease is subject to the reservations and exceptions contained in the **Commissioner's Land Act** and the **Commissioner's Land Regulations**, and to the following reservations:
 - a) all mines and all minerals whether solid, liquid or gaseous which may be found to exist within, upon or under the land together with the full powers to work the same and for the purpose to enter upon, use and occupy the land or so much thereof and to such an extent as may be necessary for the effectual working and extracting of the said minerals;
 - b) the rights of the recorded holders of mineral claims and any other claims or permits affecting the land;
 - c) all timber that may be on the land excepting what must be removed for the purpose of landscaping or the construction of improvements;
 - d) the rights to enter upon, work and remove any rock outcrop required for public purposes;
 - e) such rights of way and of entry as maybe required under regulations in force in connection with construction, maintenance and use of works for the conveyance of water for use in mining operations; and
 - f) the right to enter upon the land for the purposes of installing and maintaining any public utility.

DEFINITIONS

2. In this lease "Mayor and Senior Administrative Officer" means the Mayor and Senior Administrative Officer of the Municipal Corporation and any person authorized in writing by the Municipal Corporation to act on behalf of the Mayor and Senior Administrative Officer.

COMPLIANCE

3. The Lessee agrees in all respects to abide by and comply with all applicable lawful rules, regulations, and by-laws of the Federal Government, Territorial Government, Municipal Corporation or any other governing body whatsoever that have been or maybe enacted and in any manner affect the said land.

PAYMENT

4. The Lessee shall, during the said term, pay the said rental at an annual rate of at least _____ Dollars (\$ _____), and all taxes and assessment charged upon the land, or upon the Lessee, in respect thereof

NON-COMPLIANCE

5. Where any portion of the rental herein reserved is unpaid for more than thirty days after it is due, whether formally demanded or not, or where the Lessee fails to perform or observe any of the covenants or agreements herein contained, the Mayor and Senior Administrative Officer may, by notice in writing terminate this lease, and on the day following the inalling of the notice, this lease is terminated.

TERMINATION

6. Termination of this lease shall not prejudice the Municipal Corporation's right to unpaid rental or any other right with respect to a breach of any covenant or agreement herein contained.

EQUITY

7. Upon receipt of payment in full, consisting of _____ Dollars (\$ _____), annual lease rental will be reduced to Fifty Dollars (\$50.00) per annum.

TITLE

8. After a Municipal Land Referendum allowing for sale of lands in Nunavut, if the fee simple title for the land is available to be transferred to the Lessee, and the Lessee has made payment in full, consisting of _____ Dollars (\$ _____), provided the Lessee is not in default of any of the covenants of this lease, title to the land will be transferred to the Lessee.

REFUND OF EQUITY

9. If this lease is surrendered, all rental paid by the Lessee shall be refunded, except for an amount of _____ Dollars (\$ _____), calculated as five percent (5%) of the full rental fee of _____ Dollars (\$ _____), as consideration for use of the land.

BOUNDARIES

10. The Municipal Corporation is not responsible for the establishment on the ground of the boundaries of the Land.

LAND USE

11. The Lessee shall use the land for _____ purposes only.

CONSTRUCTION

12. The Lessee shall construct the following improvements on the land;
_____ which shall have a market value of not less than _____ Dollars (\$ _____) within Twenty-four (24) months of the effective date of this lease, and commence construction of the said improvements within Twelve (12) months of the aforementioned effective date.

NON-CONSTRUCTION

13. The Mayor and Senior Administrative Officer may terminate this lease for failure to complete construction of the building and improvements within the time required by Clause 12 of this lease or for failure to conform to local by-laws, construction standards or regulations.

IMPROVEMENTS

14. The Lessee is responsible for ensuring that all improvements to the land are made within the boundaries of the land.

REMOVAL OF IMPROVEMENTS

15. If, prior to the expiry of this lease, the Lessee removes 50% of the improvements, excluding site development, placed on the land by the lessee or his predecessor, the Mayor and Senior Administrative Officer may, upon 60 days notice, cancel or alter this lease without compensation.

LAND FILL

16. On the termination of this lease, the Lessee may sever and remove from the land all structures, fixtures, and improvements, saving and excepting the following: all and any land fill, and without restricting the generality of the foregoing, in the form of soil, topsoil, sod, clay, sand, gravel, rock, crushed rock, glacial till, concrete, grout, asphalt, or any combinations thereof, which during the said term were affixed or placed at his expense on the land.

RESTORATION

17. On the termination of this lease the **Lessee** shall deliver up possession of the land in a condition satisfactory to the **Mayor and Senior Administrative Officer**.

EASEMENTS

18. The **Municipal Corporation** may, where the **Mayor and Senior Administrative Officer** 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 improvement by the **Lessee** on the land.

ENVIRONMENT

19. Notwithstanding anything herein to the contrary, the **Lessee** shall, at all times, keep the land in a condition satisfactory to the **Mayor and Senior Administrative Officer**.

REPLACEMENT GUARANTEE

20. If the **Lessee** duly performs and observes all the covenants and agreements herein, and on the part of the **Lessee** to be performed and observed, the **Municipal Corporation** shall, at the expiration of the said term grant to the **Lessee** a new lease of the land for a further term of Thirty years, at a rent to be determined by the **Mayor and Senior Administrative Officer**, and subject to the same covenants and agreements as are herein contained with the exception of this clause.

SUBLEASE REOUIREMENT

21. The **Lessee** shall not sublet the land without the consent of the **Mayor and Senior Administrative Officer** in writing.

ASSIGNMENT REOUIREMENT

22. The **Lessee** may not assign this lease without the consent of the **Mayor and Senior Administrative Officer** in writing.

ACCESS

23. It shall be lawful for the **Mayor and Senior Administrative Officer**, or any person duly authorized, at all reasonable times, to enter upon the land for the purposes of examining the condition thereof

TIME

24. Time shall be of the essence in this agreement

WAIVER

25. Unless a waiver is given in writing by the **Mayor and Senior Administrative Officer**, the **Municipal Corporation** shall not be deemed to have waived any breach by the **Lessee**, of any of the covenants or agreements herein contained, and a waiver relates only to the specific breach to which it refers.

IMPLICATION

26. No implied covenant or implied liability on the part of the **Municipal Corporation** is created by the use of the words "**demise and lease**" contained herein.

SURVIVORSHIP

27. This lease ensures to the benefit of and is binding upon the **Municipal Corporation** and his successors, and the **Lessee**, his heirs, executors, administrators, and assigns.

ADDRESS FOR NOTICES

28. 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 **Mayor and Senior Administrative Officer**:

Mayor and Senior Administrative Officer
Hamlet of Pond Inlet
PO Box 180
Pond Inlet, NU
XOA OSO

To the **Lessee**:

IN WITNESS WHEREOF the parties have executed this agreement as of the date and year first above written

DATED at the _____ of _____ in
_____ this _____ day of _____, 20_____.

Mayor

Senior Administrative Officer

ACCEPTANCE

I/we, _____ accept this lease of the land described above, to be held by me/us as tenant, subject to the conditions, restrictions and covenants expressed or implied in the lease.

Signed in the presence of:

(Witness)

(Lessee)

(Lessee)

AFFIDAVIT OF ATTESTATION

I, _____ of _____, in _____, make oath and say that:

1. I was present and saw _____ the person(s) named in the instrument who is (are) known to me sign the instrument for the purposes named in it;
2. The instrument was signed at _____ in _____ and I am the subscribing witness to the instrument;
3. I know the said named in the instrument and they are the full age of nineteen years.

Sworn before me at _____)
in _____ this _____)
day of _____, 20__)

Witness

A person authorized to take oaths for use
in Nunavut