

THE HAMLET OF ARVIAT

NUNAVUT



LAND ADMINISTRATION BY-LAW NO. 335

Adopted September 9, 2025

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**HAMLET OF ARVIAT
BY-LAW NUMBER 335**

A By-law of The Municipal Corporation of the Hamlet of Arviat in Nunavut to provide for the administration of municipal lands, pursuant to the provisions of the Hamlets Act, R.S.N.W.T., 1988, c. H-1, as amended from time to time.

FINS

WHEREAS the council of the Municipal Corporation of the Hamlet of Arviat deems it to be desirable to establish a uniform process for the acquisition, holding, and disposal of real property owned, leased or otherwise held by The Municipal Corporation.

NOW, THEREFORE, THE COUNCIL OF THE MUNICIPAL CORPORATION OF THE HAMLET OF ARVIAT, at a duly assembled meeting, enacts as follows:

SHORT TITLE

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

INTERPRETATION

2. In this by-law:

“acquire” or “acquisition” means the purchase, lease or other acquisition of other interests in land.

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

“amendment to lease” means a written agreement between the *Hamlet* and *lessee* to make amendments to the terms and/or conditions of an existing *lease*.

- “arrears”** means any monies owing the *Hamlet* by the *Lessee(s)* or permittee(s) for land rental or municipal services, which includes garbage collection and water/sewer accounts.
- “assessed value”** means the monetary value given to a *lot*, and to the improvements present on said *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 applicant(s) for *land* available for *disposal* in the lottery.
- “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.
- “council”** means the council of the Municipal Corporation of the Hamlet of Arviat.
- “development costs”** means the costs of developing *land* or a specific *lot* and shall include, but are not limited to, the costs incurred by the *Hamlet*, but shall exclude costs paid for by capital grants or contributions received from the territorial government, of:
- (a) planning and engineering design and studies;
 - (b) salaries and benefits of municipal land administrators;
 - (c) project management;
 - (d) street names, signage and landscaping;
 - (e) road construction;
 - (f) culverts and drainage works;
 - (g) sidewalks;
 - (h) walking trails and snowmobile trails;
 - (i) fill required to provide positive drainage;
 - (j) parks and recreational spaces;
 - (k) piped water and sewer lines;
 - (l) electrical distribution lines (and poles);
 - (m) lighting;
 - (n) legal *surveys*;
 - (o) environmental studies and/or remediation;
 - (p) *land acquisition* and/or *disposal* costs; and
 - (q) financing and interest charges incurred in developing the land.
- “dispose”, “disposal” or “disposition”** means the sale, lease or granting of other interests in *land*.

“easement”	means an agreement registered at the Land Titles Office for the Nunavut registration district granting a party the right to use or enter onto a portion of leased <i>land</i> identified on a plan of easement for a specific limited purpose.
“elder”	means an <i>individual</i> who is sixty (60) years of age or older.
“equity lease”	means a <i>lease</i> for which a total <i>lot price</i> has been established up front and for which all payments, excluding interest charges and administrative fees, are credited against the total <i>lot price</i> until such time as the total <i>lot price</i> has been paid in full.
“first-choice method”	means a method of <i>land disposal</i> that reviews applications in the order that they are received, except when another application is received for the same <i>lot</i> within two (2) business days from the previously received land application, in which case the method prioritizes certain applicants.
“first-time homeowner”	means an <i>individual</i> who has not previously owned a residence in Canada within the last five (5) years, and who meets one or both of the following conditions: <ul style="list-style-type: none">• is a Nunavut beneficiary• has been a permanent resident in Nunavut for the last three (3) years
“Hamlet”	means The Municipal Corporation of the Hamlet of Arviat.
“individual”	means a human being.
“land”	means real property owned, leased, or otherwise held or acquired by the <i>Hamlet</i> .
“land development”	means the process of planning, design and construction used to convert raw <i>land</i> to serviced <i>lots</i> that are suitable for construction.
“land use permit”	means written permission granted by the <i>Hamlet</i> to use <i>land</i> for a specific purpose, for a limited time period, but does not grant any ownership, leasehold, or other title in the land.
“lease”	means a contract between the <i>Hamlet</i> and the <i>lessee</i> for the exclusive right to the use and enjoyment of <i>land</i> for a specified period of time at a specified price.
“lessee”	means a <i>person</i> or <i>persons</i> having a <i>land lease</i> from the <i>Hamlet</i> .
“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 parcel of land as identified by a sketch.

- “lot price”** means the value assigned to a lot for *disposal* as determined by the *Hamlet*, not including *off-site levies* or Goods and Services Tax.
- “market value”** means the value of a parcel of *land* as determined by:
- the amount a willing buyer would pay a willing seller;
 - a professionally qualified land appraiser; or
 - *public tender*.
- “Minister”** means the Minister of the Department of Community Services within the Government of Nunavut.
- “municipality”** means the geographic area of jurisdiction of the community of Arviat.
- “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 Nunavut Housing Corporation Act, to be managed or governed by a *non-profit society*.
- “non-profit society”** means a club, society or association operated solely for social welfare, civic improvement, religious, pleasure or recreation, or any other purpose except profit and complies, and is in good standing with, the Societies Act.
- “Nunavut beneficiary”** means any *individual* whose name is listed in the Inuit enrolment list of a Designated Inuit Organization as outlined in Article 35 of the Nunavut Agreement.
- “off-site levy”** means a surcharge collected by the *Hamlet* charged to a *private sector developer* or a *lessee* to assist in the payment of all or part of the capital costs of new or expanded infrastructure, including *land*, which is not located in a *land development* area being leased, but which directly, but not necessarily exclusively, benefits the *lessee*.
- “person”** means an *individual* or legal entity.
- “private sector developer”** means a person or persons who holds *land* and is responsible for *land development*, including the financing, construction and *disposal* of *land*.
- “proposal call”** means a method of *land disposal* whereby applicants participate in a competitive process by submitting, at a certain time and place, written proposals that state how their proposals fulfill the *Hamlet’s* criteria outlined in the *proposal call*, and whose proposals are evaluated against those criteria.

“public tender”	means a method of <i>land disposal</i> whereby applicants participate in a competitive process by submitting a bid price to the <i>Hamlet</i> that they are prepared to pay for a <i>lot</i> .
“replacement cost”	means the estimated <i>development costs</i> for a <i>lot</i> , updated to the current year representing the cost to develop a similar <i>lot</i> in the <i>municipality</i> and incorporating any <i>site-specific factors</i> and/or <i>off-site levies</i> .
“SAO”	means the Senior Administrative Officer of the <i>Hamlet</i> , their appointed officer, or such other <i>individual</i> as appointed under the Hamlets Act.
“site-specific factors”	means factors which may be applied to one or more <i>lots</i> to increase or decrease their <i>lot price</i> relative to other lots within a development area.
“standard lease”	means a <i>lease</i> that has an annual payment for the term of the <i>lease</i> but does not accumulate equity.
“surrender of lease”	means a written agreement between the <i>Hamlet</i> and a <i>lessee</i> relinquishing the <i>lessee’s</i> rights under a <i>lease</i> .
“survey”	means the process by which a parcel of <i>land</i> is measured, and its contents ascertained, or a report of the results of that measurement identifying the courses and distances and the quantity of the <i>land</i> .
“transfer of lease”	means a written agreement by which a <i>lessee</i> transfers the <i>lessee’s</i> rights and obligations under a <i>lease</i> to another party.

APPLICATION OF THE BY-LAW

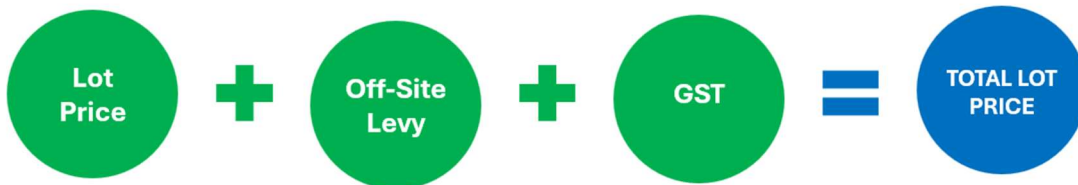
3. This By-law shall apply to all acquisition and disposition of *land* by the *Hamlet*, except as otherwise expressly authorized by the *Minister*.
4. This By-law does not apply to:
 - (a) leasing of buildings, or space within buildings, owned by the *Hamlet*;
 - (b) leasing of office space within buildings, or other property for use by the *Hamlet*; and
 - (c) licenses to use buildings or other *Hamlet* facilities, other than vacant lots.

LAND ACQUISITION

5. Any arrangement for the *acquisition of land* made by the *Hamlet* or an authorized representative of the *Hamlet* must be made by by-law generally consistent with the template in **Appendix B** or **Appendix C**.
6. Land acquisition by-laws passed by the *Hamlet* shall contain:
 - (a) a complete legal description or other description of the *lands* to be *acquired*;
 - (b) the consideration to be paid for the *acquisition*; and
 - (c) the terms and conditions, if any, for the *acquisition*.
7. No land acquisition by-law shall be passed until:
 - (a) It has been established through a search at the Land Titles Office that the *Hamlet* may lawfully *acquire* the *land*; and,
 - (b) An inspection of the *land* has been conducted to determine:
 - i. if the *land* is occupied;
 - ii. if there are any improvements on the *land*;
 - iii. if there are any easements affecting the *land*;
 - iv. if there is any indication that an environmental liability affects the *land*; and
 - v. such other information as *council* or the *SAO* may consider to be relevant.

LAND PRICING

8. The total price to be paid for a *lot* shall be the sum of the *lot price*, any applicable *off-site levy* and applicable taxes.



Development Cost Method

9. The *lot price* for *land* shall generally be determined by *development costs*.
10. The *development cost rate*, expressed as dollars per square metre (\$/m²), shall be calculated for a *land* development area by dividing total *development costs* by the total *lot* area intended for *disposal*. Eligible *development costs* are defined in Section 2 of this By-law.



11. The *development cost rate* shall be updated for each *land development* area. A change to the *development cost rate* will be made by a resolution of *council*.

Other Pricing Methods

12. When pricing *lot(s)* where *development costs* are unknown, *Council* may decide to price *lot(s)* based on:
 - (a) *replacement costs*; or
 - (b) *assessed value*; or
 - (c) *market value*.
13. The *Hamlet* shall recover all *development costs* in the *disposal of land*.
14. Despite Section 13, the *Hamlet* may, when it is unable to lease or otherwise dispose of a *lot*, reduce the *lot price* below its *development cost* when:
 - (a) the *lot* was not developed through financing from the territorial government or a financial institution; or
 - (b) the *lot* was developed through financing from the territorial government or a financial institution and the reduced lot price is approved by the *Minister*.

Site-Specific Factors

15. In calculating *development costs*, *council* may apply *site-specific factors* to increase or reduce certain *lot prices* relative to others by up to twenty-five percent (25%). Any adjustments to *lot prices* may not result in higher total *development costs* for a *land development* area. *Site-specific factors* may include:
 - (a) size of land parcel;
 - (b) site conditions (slope, drainage, bedrock, etc.);
 - (c) desirability of location (e.g., next to water or open space, views, etc.);
 - (d) adjacent land uses;
 - (e) proposed land use;
 - (f) lands dedicated for *non-market housing*.
16. For a *land development* area where *site-specific factors* have been applied, the *lot prices* for all impacted *lots* shall be set out in an inventory available to the public.

Off-Site Levies

17. The *Hamlet* may collect an *off-site levy* at the time of *disposing* a *lot* to help pay for facilities that benefit, exclusively or non-exclusively, those leasing the *lot* in question. *Off-site levies* may help pay for all or part of the *Hamlet's* capital cost for any of the following:
 - (a) new or expanded facilities for the storage, treatment, or movement of water;
 - (b) new or expanded facilities for the storage, treatment, movement or disposal of sewage;
 - (c) new or expanded drainage facilities;
 - (d) new or expanded roadways and sidewalks;
 - (e) cemeteries;
 - (f) recreational facilities;

- (g) waste disposal sites; and
 - (h) land required for, or in connection with, any of the facilities described in this section.
18. The *Hamlet* shall not include, as part of any *off-site levy*, any cost paid for by grants or contributions received from any federal or territorial government or donating *person(s)*.
 19. The *Hamlet* shall clearly identify to the public that an *off-site levy* is a surcharge above the *lot price* and is collected at the same time as the *lot price*.
 20. The *off-site levy* to be applied to each *lot* in a *land development* area may be a fixed amount for each *lot* or may be based on other measurable criteria such as lot area, lot frontage, or land use.
 21. The *Hamlet* shall manage all *off-site levy* revenues in a manner that allows them to be separately identified, to be used for the purpose the *off-site levy* was intended.

Taxes

22. The Goods and Service Tax (GST) shall apply to all *leases* and *land use permits* except residential *lots* leased or permitted to *individuals*.

LAND DEVELOPMENT RESERVE FUND

23. The *Hamlet* shall maintain a separate financial account in which all revenue obtained from the *disposal of lands* will be placed.
24. The *Hamlet* shall use the account identified in Section 23 for the sole purpose of *acquiring* and developing *land*, which shall include, but not limited to:
 - (a) *development costs*;
 - (b) relevant operations of the lands department of the *Hamlet*;
 - (c) projects, studies, and planning services for the review of the Community 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) legal fees associated with the *acquisition, disposal, or enforcement of lands*;
 - (f) *acquisition and disposal of land*;
 - (g) engineering studies, engineering designs and project construction management; and
 - (h) any other expenditures deemed to be related to planning, *land development*, and administration, approved by resolution of *council*.
25. Funds from the account identified in Section 23 shall not be used for purposes other than those identified in Section 24 unless authorized by the *Minister*.

LAND INVENTORY

26. The *Hamlet* shall maintain an inventory of all *land* within the municipal boundary, including parcels that have an active leasehold interest administered by the Commissioner of Nunavut. The inventory shall include the following information:
- (a) a full legal description of the *lands*;
 - (b) *lot price* of *lands* intended for *disposal*;
 - (c) if the *lands* are available for *disposal*;
 - (d) if the *lands* are subject to a current land application;
 - (e) if the *lands* are leased, the *lessee* name(s) and postal address(es), *lease* number, *lease* commencement date, type of *lease*, *transfer of lease* number, and annual lease rental;
 - (f) if applicable, previous legal description of the *lot(s)*, including sketch numbers; and
 - (g) the terms and conditions upon which the *lands* may be disposed of.
27. The inventory outlined in Section 26, excluding the postal address information listed in subsection 26(e), shall be open to inspection by the public at the *Hamlet* office during normal business hours.

LAND DISPOSAL

Land Disposal By-laws

28. Prior to any *disposal* of *land*, *council* shall pass a *land disposal* by-law generally consistent with the template provided in **Appendix D**.
29. No *land disposal* by-law shall be passed until:
- (a) it has been established that the *Hamlet* may lawfully dispose of the *land*; and
 - (b) an inspection of the *land* has been conducted to determine:
 - i. if the *land* is occupied;
 - ii. if there are any improvements on the *land*;
 - iii. if there are any easements affecting the *land*;
 - iv. if there is any indication that an environmental liability affects the *land*; and
 - v. whether any other circumstances exist that may prevent or delay the proposed *disposal* of *land*.

Advertising Land for Disposal

30. The *Hamlet* is required to advertise *land* for *disposal* to notify potential applicants of the opportunity to *acquire* *land*.
31. Despite Section 30, the *Hamlet* may dispose of *land* to a *person* without advertising that *land* for *disposal* when:
- (a) *land* is required by the federal or territorial government or their departments, agencies, or crown corporations, including but not limited to, the Canada Mortgage and Housing Corporation, Nunavut Housing Corporation, Qulliq Energy Corporation and Nunavut Arctic College;

- (b) *land* required by a Designated Inuit Organization or a *non-profit society* for the purpose of a housing development or a development that provides a *community benefit*;
 - (c) *land* which can only be of use to an adjoining owner or *lessee* because of the land size, location or configuration;
 - (d) *land* is required by an applicant that has authorized improvements on the land before this By-law came into effect and does not have a *lease* for the *lot(s)* but requires one; or
 - (e) *land* is required for the expansion of an owner's or *lessee's* development and where the *land* is located immediately adjacent to the owner's or *lessee's* *lot*. *Council* shall not approve any *disposal* for this purpose without first giving written notice to any other immediately adjacent *lessees*. If another adjoining *lessee* expresses interest in the *land* or raises concerns, *Council* shall use its discretion to approve or refuse the *disposal* without advertisement.
32. The exclusions in Section 31 shall not prevent the person(s) listed in this section from consulting with the *Hamlet* prior to any *lot* selection.
33. The *Hamlet* shall advertise *land* for *disposal* by:
- (a) publishing a notice for at least two (2) consecutive weeks in a newspaper having weekly circulation in the *municipality*; or
 - (b) delivering written notices to all postal boxes in the *municipality* at least two weeks before the closing of the advertisement; or
 - (c) posting a notice in five (5) prominent public places in the *municipality* for a period of two (2) weeks.
34. Each advertisement or notice shall contain:
- (a) the legal description of the *land*;
 - (b) a drawing showing the size and location of the *land*;
 - (c) the minimum consideration for which the *lands* will be disposed;
 - (d) the closing date for applications for disposal by *proposal call* or *ballot draw*;
 - (e) the method of *land disposal*; and
 - (f) description of where and when applicants may obtain additional information and application forms.
35. The *Hamlet* shall re-advertise the *disposal* of *land* by methods listed in Section 33 when:
- (a) *the lease* has been surrendered or terminated;
 - (b) an applicant with an approved land application has failed to enter into a *lease* with the *Hamlet*; or
 - (c) *lands* available for *disposal* have been rezoned.

Land Disposal Methods

36. The *Hamlet* shall generally *dispose* of *land* using the *first-choice method*, unless *council* determines one of the following *disposal* methods is more appropriate:
- (a) *ballot draw*, based on the procedures outlined in **Appendix F**;
 - (b) *proposal call*, based on the procedures in **Appendix G**; or
 - (c) *public tender*, excluding *lots* developed after the date of third reading of this By-law.

37. If there is more than one applicant for the same *lot(s)* using the *first-choice method*, the successful applicant(s) will be chosen as follows:
- (a) Lots in Residential zones:
 - i. Individual applicants shall have priority over applicants that are not *individuals*.
 - ii. When one (1) or more applicants are individuals, the Residential points system set out in Section 38 shall be used.
 - iii. When all applicants are not individuals, *ballot draw* set out in **Appendix F** shall be used.
 - (b) Lots in all other zones: *Ballot draw* as set out in **Appendix F** shall be used.
38. When one (1) or more land applicants for the same *lot(s)* using the *first-choice method* are *individuals*, the *Hamlet* shall apply the following point system and the applicant who has the most points shall be declared the successful applicant:
- (a) residency in the *municipality*:
 - i. ten (10) years plus one (1) day or more: **9** points
 - ii. five (5) years plus one (1) day to ten (10) years: **7** points
 - iii. five (5) years or less: **5** points
 - (b) homeownership status:
 - i. *first-time homeowner*: **5** points
 - (c) *Nunavut beneficiary* status:
 - i. *Nunavut beneficiary*: **5** points
39. If the point system outlined in Section 38 is used and there are co-applicants within one application, the co-applicant with the most points will be used to determine the successful application.
40. In the event of a tie between two (2) or more applicants using the residential points system outlined in Section 38, the successful applicant(s) shall be chosen using a *ballot draw* as set out in **Appendix E**.

Eligible Applicants

41. To be an eligible applicant for *land*, an *individual* must:
- (a) be nineteen (19) years of age or older;
 - (b) not have any *arrears* owing to the *Hamlet* or property taxes owing to the Government of Nunavut for any *lots* they *lease* from the *Hamlet*; and
 - (c) be a permanent resident of Arviat in the case of a *lot* zoned Residential in the Zoning By-law.
42. To be an eligible applicant for *land*, an applicant who is not an *individual*, must:
- (a) If applicable, be registered and in good standing with the Government of Nunavut's Corporate Registries division;
 - (b) not have any *arrears* owing to the *Hamlet* or property taxes owing to the Government of Nunavut for any *lots* they or any of their affiliated corporations *lease* from the *Hamlet*; and
 - (c) have an office in Arviat in the case of a for-profit business or corporation unless this requirement is waived by *council*.

Land Applications

43. The *Hamlet* shall only accept an application for *land* that contains the following:

- (a) A completed land application in the form of **Appendix E**;
 - (b) The payment of a non-refundable application fee outlined in **Appendix A**;
 - (c) If requested by the *Hamlet*, a sketch site plan depicting the approximate size of building, access and parking area;
 - (d) If required, a declaration of residency or proof of residency which may include utility bills or other bills showing the applicant has residency in Arviat.
 - (e) Such other information as the *Hamlet* may require for the application.
44. After a complete application has been received, the *Hamlet* will inform the applicant(s) within sixty (60) days whether the application has been approved, rejected, or requires more information.
45. Once the application is approved, the applicant(s) have one-hundred and twenty (120) days from the time the *Hamlet* informed the *Lessee(s)* to execute a *lease* and pay all other required fees. After one-hundred and twenty (120) days, the approval shall be null and void and a new land application required.

LEASES

46. The term of all *land leases* shall be thirty-five (35) years.
47. Despite Section 46, *council* or the *SAO*, in its discretion, and upon the request of the *Lessee(s)*, may enter into a lease of *land* for a term shorter or longer than thirty-five (35) years, but such a term shall not exceed ninety-nine (99) years in duration including any period of renewal.
48. The *Hamlet*, in leasing or otherwise disposing of vacant *lots*, shall require the construction identified in the land application be completed within forty-eight (48) months from the commencement date of the *lease*.
49. The *Hamlet* may allow up to a maximum extension of twelve (12) months to the forty-eight (48) month timeline set out in Section 48. The following information may be required prior to the granting of the extension by the *SAO*:
- (a) written explanation for the delay in construction;
 - (b) written plan to complete construction within the extension period;
 - (c) proof that approved financing is in place to finish construction;
 - (d) proof the *lessee* has no outstanding *arrears* with the *Hamlet* other than current payables; and
 - (e) any other relevant information that the *SAO* may request to assist with their decision.
50. The *Hamlet* is under no obligation to keep the mailing address of the *lessee(s)* current; it is the *lessee's* responsibility to update the *Hamlet* as to their latest address.

Equity Leases

51. The *Hamlet* shall generally issue equity leases.
52. Where an *equity lease* will be issued for *land*, the *lessee(s)* shall pay the full *lot price* within ninety (90) days from the commencement date of the equity lease.

53. Despite Section 52, where a *lessee* is a *non-profit society* or *individual*, they may choose to pay ten percent (10%) of the *lot price* upon execution of the *lease* and the remaining *lot price* in annual instalments of ten percent (10%) over nine (9) years beginning one (1) year from the *lease* commencement date.
54. The *Lessee(s)* may choose to pay the unpaid balance of the *equity lease* at any time without penalty.
55. Upon receipt of payment of the *equity lease* price, including any interest owing, annual rental of one dollar (\$1.00) per annum shall be considered as paid for the remaining *equity lease* term and any extensions and renewals thereof.
56. Where any portion of an *equity lease* payment is unpaid for more than thirty (30) days, a late payment fee of 1.5% of the total *lease* payment owing to the *Hamlet* per month, compounded annually, may be charged.
57. If, during the term of the *lease* or any renewals or extensions thereof, the *Hamlet* is permitted to transfer fee simple title in the *land* and there are no legal impediments to doing so, and the *Lessee(s)* has paid their *lot price* in full and is otherwise in compliance with the terms and conditions of their *lease*, fee simple title to the *land* shall, as soon as reasonably possible, be transferred to the *lessee(s)* without the *lessee(s)* being required to pay any additional consideration except for costs incurred in completing such transfer.
58. Subject to Section 59, if an *equity lease* is surrendered, all payments paid by the *lessee(s)* through the *equity lease* shall be refunded except for:
 - (a) the amount equal to rental as if it was a *standard lease* from the commencement date of the *lease*;
 - (b) *off-site levy* payments;
 - (c) late payment fees set out in Section 56; and
 - (d) administration fees set out in **Appendix A**.
59. Refunds shall not apply to *equity leases* that have been terminated due to non-compliance by way of court order, or *equity leases* that are being surrendered to extend the term through the issuance of a renewal lease.
60. All *equity leases*, shall contain an extended term clause, which guarantees the *lessee(s)* a renewal lease will be executed upon the date their current lease expires with the same starting term as the original *equity lease* that's being surrendered or an *amendment to lease* that extends the term of the *lease*, provided the *lessee* is in compliance with the conditions of their lease and that the total of the initial term and any renewals or extensions do not exceed ninety-nine (99) years.

Standard Leases

61. Subject to Section 62 and despite Section 51, *council* or the *SAO* may approve the issuance of a *standard lease* for the following circumstances:
 - (a) *land* zoned Open Space or Nuna in the *Hamlet's* Zoning By-law; or

- (b) if the prospective *lessee* is a *non-profit society* or *individual* and they request a *standard lease*.
62. the *Hamlet* prohibits the conversion of an equity lease to a standard lease if the Lessee(s) in Section 61 already has an equity lease.
63. The *standard lease* rental shall be set out in **Appendix A**, and such a rental shall not charge more than ten percent (10%) of the *lot price* annually.
64. *Council* may reduce the *standard lease* rental set out in **Appendix A** by up to 50% for *dispositions of land* for the purposes of *non-market housing* or for an *elder*.
65. All *standard leases* shall contain a clause that allows the *Hamlet* to vary the annual *lease* rental to the rates set out in **Appendix A**. This clause shall state that the *Hamlet* may, not less than three (3) months before the expiration of the first five (5) year period of the said term, or of any subsequent five (5) year period, notify the *lessee(s)* in writing of an amended rental payable for the following five-year period and failing further notification, for the rest of the term.
66. Where any portion of a *standard lease* payment is unpaid for more than thirty (30) days, a late payment fee of 1.5% of the total *lease* payment owing to the *Hamlet* per month, compounded annually, may be charged.
67. Refunds for *standard lease* rental payments shall not be permitted.
68. *Standard leases* shall not contain an extended term clause which guarantees the *lessee(s)* a renewal *lease* will be executed upon the date their current *lease* expires with the same starting term as the original *standard lease*.

Administration Fee

69. The *Hamlet* may, with approval from *council*, set an administration fee to be applied annually to all *standard leases* or *equity leases* that have not been paid in full. This fee shall reflect the anticipated average cost for the administration of all *leases* and shall be deposited in the financial account set out in Section 23.
70. The administration fee shall be set out in **Appendix A** and this fee shall not exceed fifty dollars (\$50.00) annually.
71. Despite Section 69, the *Hamlet* may waive the administration fee for *leases* where the *lessee* is a *non-profit society*, *first-time homeowner*, or an *elder*.

LEASE ADMINISTRATION

Conversion of Standard Leases to Equity Leases

72. The Hamlet shall allow the conversion of an existing *standard lease* to an *equity lease* at the request of the *lessee(s)*, except where the lands are zoned Open Space or Nuna.
73. Subject to Section 74, when a *standard lease* is converted to an *equity lease*, the *lot price* shall be the *replacement cost* of the *lot*.
74. Where a conversion from a *standard lease* to an *equity lease* occurs, the *lot price* in the new *equity lease* shall be adjusted by deducting all previous rental payments, excluding *off-site levies*, late fees, and administration fees paid by the current *lessee(s)* under their *standard lease*.
75. Where a *lessee* obtained a *standard lease* through a *transfer of lease*, the deduction outlined in Section 74 shall be calculated from the execution date of the *transfer of lease*.
76. If the total deduction set out in Section 74 exceeds the *lot price*, the *lot price* shall be one dollar (\$1.00).

Transfer of Lease or Mortgage Consent

77. Subject to Section 78, the *Hamlet* may consent to a *transfer of lease* or consent to a mortgage subject to the following:
 - (a) payment of the non-refundable fee set out in **Appendix A**;
 - (b) payment in full of any *arrears* owing to the *Hamlet* and property taxes owing to the Government of Nunavut;
 - (c) the *lessee* is in compliance with the *lease* terms and conditions;
 - (d) proof of ownership of improvements, if requested by the *Hamlet*; and
 - (e) if applicable, satisfactory completion of improvements as per the *lease construction clause*.
78. If either the current *lessee(s)* or the transferee(s), or their *affiliated* companies for corporate lessees or transferees, lease other *lots* from the *Hamlet*, the *Hamlet* shall require all *arrears* owing to the *Hamlet* and any property taxes owing to the Government of Nunavut for all those leased *lots* be paid in full prior to the *Hamlet* consenting to the *transfer of lease* or *consent to mortgage*.

Amendment to Lease

79. The *Hamlet* may grant a *lessee* an amendment to their lease to extend the term of the *lease* or to make changes to the terms and conditions of the *lease*, subject to the following:
 - (a) The non-refundable fee set out in **Appendix A** has been paid in full.
 - (b) The total *lease* term, including term extensions, does not exceed ninety-nine (99) years in duration.
 - (c) Any *arrears* owing to the *Hamlet* and property taxes owing to the Government of Nunavut by the *lessee*, or any *affiliated* corporation(s) for corporate *lessees*, have been paid in full.
 - (d) The *lessee* is in compliance with all *lease* terms and conditions.
 - (e) If requested by the *Hamlet*, proof of ownership of improvements has been provided.

- (f) If applicable, improvements have been satisfactorily completed as per the *lease* construction clause.

Lease Surrenders

- 80. The *Hamlet* may consent to a *surrender of lease*, subject to the following:
 - (a) payment in full of all *arrears* owing to the *Hamlet* and property taxes owing to the Government of Nunavut;
 - (b) removal of all improvements from the *land*, except granular fill, and restoration of the *land* to a condition reasonably satisfactory to the *Hamlet* and having regard to its natural condition prior to its use and occupation by the *lessee*; and
 - (c) payment of any financial costs incurred by the *Hamlet* in restoring the lot(s) back to its original condition, or a condition reasonably satisfactory to the *Hamlet*.
- 81. Subsections 80(b) and (c) shall not apply if the intent is to surrender the *lease* to execute a new *lease for the purpose of extending the lease term*.
- 82. If the *Lessee(s)* seeking a *surrender of lease*, leases other *lots* from the *Hamlet*, the *Hamlet* shall require all *arrears* owing to the *Hamlet* and any property taxes owing to the Government of Nunavut for all those leased *lots* be paid in full prior to the *Hamlet* consenting to the *surrender of lease*.
- 83. *Council* may waive the requirements set out in Sections 80 and 82 if consenting to the *surrender of lease* is beneficial to the *Hamlet* or the public. If *council* waives the requirement to pay *arrears* or financial costs listed in Subsection 80(a) and (c), *council* shall pass a by-law in accordance with the *Hamlets Act* to remove the debt.

Termination of Lease

- 84. The *Hamlet* may seek a court order to terminate a lease due to non-compliance with any terms and conditions of a *lease*, and may further seek:
 - (a) the right to retain any improvements upon the leased *lands* where there are *arrears* owed to the *Hamlet*;
 - (b) the right to retain or remove any improvements if the *lessee* fails to restore the site within one hundred and twenty (120) days of *lease* termination.
- 85. If a *Lessee* is in non-compliance with their *lease* for more than thirty days (30), the *Hamlet* shall notify the *lessee* of a non-compliance with the *lease* by hand delivery or registered mail. The notice shall be signed by the *SAO* and shall inform the *lessee* of the non-compliance, advise the *lessee* on how to resolve the non-compliance, and identify the period for the *lessee* to resolve the non-compliance.
- 86. If the *lessee* has not resolved the non-compliance at the expiry of the notice period outlined in Section 85, the *Hamlet* shall then follow the terms and conditions outlined in a consent to mortgage agreement between the *Hamlet* and a lender that may be registered against the affected *land* and *lease*. In the absence of a consent to mortgage agreement, a second notice signed by the *SAO* shall inform the *lessee* that the *Hamlet* shall seek a court order to terminate the *lease* if no

response is received within ninety (90) days. The notice shall be hand delivered or sent by registered mail to the *lessee*.

87. The termination of a *lease* in no way restricts the *Hamlet's* right to collect outstanding *arrears* owed to the *Hamlet*, or as the courts may decide.

LAND USE PERMITS

88. The *Hamlet* may issue *land use permits* for the temporary use of land with terms and conditions to be decided by *council*.
89. Applications for *land use permits* shall take the form shown in **Appendix H**.
90. Any environmental impacts of the proposed use must be addressed by the applicant(s) to the satisfaction of the *Hamlet* and any other relevant governing body prior to the issuance of a *land use permit*.
91. Each *land use permit* shall not exceed two (2) years in duration. The annual rental for *land use permits* is set out in **Appendix A**.
92. A *land use permit* shall not be transferable and shall prohibit the permittee from making permanent improvements on the *lot*.
93. Permit holders may apply to renew a *land use permit* by completing and submitting a new application.

EASEMENTS

94. The *Hamlet* may, in the interest of the public, establish easements through, under or over any portion of the land for any purpose, but the said easement shall be *surveyed* and established by written agreement and shall not unreasonably interfere with the rights granted to the *lessee(s)* or any improvements made by the *lessee(s)* on the *land*.
95. An easement may grant a non-possessory right to use or enter onto land:
- (a) to permit the passage of *individuals* or motor 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 similar infrastructure for the conveyance of water or sewage; and
 - iv. dams and reservoirs for supply of water or electrical power.

PRIVATE SECTOR LAND DEVELOPMENT

96. By way of a *proposal call*, the *Hamlet* may dispose of vacant land to a *private sector developer* for eventual disposal to the public.
97. The *Hamlet* 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.
98. The *Hamlet* shall enter into a land disposal agreement with the *private sector developer*. The land disposal agreement shall contain the following conditions:
- (a) Specify the standards to which the land must be developed;
 - (b) Require that a development agreement be entered into with the *Hamlet* to ensure the *lands* are developed to the specified standards;
 - (c) Specify the procedure(s) for registering new parcels and transferring leases for the lots to the public that are consistent with this By-law;
 - (d) Specify any *off-site levies* that the *private sector developer* must pay and the timing for payment to the *Hamlet*;
 - (e) Require the *private sector developer* to price *lots* in accordance with the Land Administration By-law;
 - (f) Identify *lands* to be dedicated or surrendered to the *Hamlet*, if applicable;
 - (g) Specify timelines for the development of infrastructure and disposal of *land*;
 - (h) Specify that the *Hamlet* may apply a penalty or terminate the agreement and require the return of *lands* to the *Hamlet* if the *private sector developer* fails to meet any of the requirements in the agreement.

DELEGATED AUTHORITY

99. *Council* authorizes the *SAO* the following authority:
- (a) approving or rejecting land applications using the *first-choice method* or *ballot draw* for *land* developed after the date this By-law came into effect;
 - (b) approving the issuance of a standard lease outlined in Section 61;
 - (c) approving or rejecting requests to vary a lease term as outlined in Section 47;
 - (d) approving or rejecting requests to amend the lease term as outlined in Section 79;
 - (e) approving or rejecting requests to extend the construction requirements as out in Section 48.
 - (f) Other authorities the *SAO* is given that is stated this By-law.
100. All decisions made by the *SAO* shall be in writing.
101. The *SAO* may, at their discretion, refer any items listed in Section 99 to *council* for any reason including but not limited to:
- (a) a conflict of interest;
 - (b) potential community interest in the decision; or
 - (c) potential interest of *council*.

BY-LAW ADMINISTRATION

102. *Council* may, by resolution, adopt standard forms of agreement for the administration of *land* and the *Hamlet* may make minor changes not affecting the intent of those forms of agreement as may be necessary for such administration.

103. The *Hamlet* shall encourage, if applicable, the use of other forms of public media, such as the local radio and social media, for any sections in this By-law that requires public consultation, public notification and/or any other items or decisions *council* or the *SAO* deem appropriate.

104. This By-law hereby repeals Land Administration By-Law #111, and the amending By-law #172.

APPENDICES

105. The following appendices shall form part of this By-law:

Appendix A	Lease Administration Fees and Lease Rental
Appendix B	Land Acquisition By-Law
Appendix C	Land Lease By-Law
Appendix D	Land Disposal By-Law
Appendix E	Land Application Form
Appendix F	Ballot Draw Conditions and Procedures
Appendix G	Proposal Call Procedures
Appendix H	Land Use Permit Application Form

Read a first time this 12th day of November, 2024.

Mayor Joe Savikataaq Jr., Mayor

John Hussey, Senior Administrative Officer

Read a second time this 10th day of December, 2025.

Mayor Joe Savikataaq Jr., Mayor

John Hussey, Senior Administrative Officer

APPROVED by the Minister of the Department of Community Services, Government of Nunavut this 20th day of August, 2025.

Minister

Read a third and final time this 9th day of September, 2025.

Mayor Joe Savikataaq Jr., Mayor

John Hussey, Senior Administrative Officer

APPENDIX A: LEASE ADMINISTRATION FEES AND LEASE RENTAL

FEES:

Land Application Fee:	\$300
Land Use Permit Application fee:	\$300
Transfer of Lease Fee:	\$200
Consent to Mortgage Fee:	\$100
Amendment to Lease Fee	\$100
Lease Administration fee:	\$25 annually

STANDARD LEASE RENTAL:

Standard leases that have a commencement date after the third reading date of this By-law shall have the following annual rental:

- (a) Residential uses – *individual lessees*: Two percent (2%) of lot price per year.
- (b) Commercial/industrial uses – all *lessees*: Seven Percent (7%) of lot price per year.
- (c) All other land uses - *Non-profit society lessees*: Two percent (2%) of lot price per year.
- (d) All other land uses – All *lessees*: As decided by Council.

STANDARD LEASE AMENDED RENTAL:

Subject to an amended rental clause in the *lease agreement*, *standard leases* that have a commencement date prior to the third reading date of this By-law may have their annual rental amended as follows:

- (a) Residential uses:
 - a. 1ST amended rental: One percent (1%) of lot price per year
 - b. 2nd amended rental: One and a half percent (1.5%) of lot price per year
 - c. 3rd and all future amended rentals: Two percent (2%) of lot price per year
- (b) Commercial & Industrial uses:
 - a. 1ST amended rental: Three percent (3%) of lot price per year
 - b. 2nd amended rental: Five percent (5%) of lot price per year
 - c. 3rd and all future amended rentals: Seven percent (7%) of lot price per year
- (c) Other land uses: As decided by Council

LAND USE PERMIT RENTAL:

Land use permits shall have the following annual rental:

- (a) four hundred dollars (\$400.00) for *lots* that have an accumulative area of 750 square metres or less; or
- (b) forty-five cents per square metre (\$0.45 per m²) calculated for *lots* or *land* that have an accumulative area over 750 square metres but less than 30,000 square metres with a minimum annual rental of four hundred dollars (\$400.00); or
- (c) All other circumstances will be decided by *council*.

APPENDIX B: LAND ACQUISITION BY-LAW

**Hamlet of Arviat, Nunavut
By-law Number _____
LAND ACQUISITION BY-LAW**

A By-law of the Municipal Corporation of the Hamlet of Arviat in Nunavut to acquire real property, pursuant to the Hamlets Act, RSNWT (Nu) 1988, c. H-1, as amended, s. 53.5.

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

NOW, THEREFORE THE COUNCIL OF THE HAMLET OF ARVIAT, in a duly assembled meeting, enacts as follows:

1. THAT the Mayor and the Senior Administrative Officer are hereby authorized on behalf of the Hamlet of Arviat to acquire from _____ for the sum of _____ (\$ _____) the land described in Schedule A attached hereto and forming part of this By-law.
2. THAT the noted land shall be acquired for municipal purposes.
3. THAT this By-law shall come into effect upon receiving Third Reading.

Read a first time this _____ day of _____, [year].

_____	_____
Mayor	Senior Administrative Officer

Read a second time this _____ day of _____, [year].

_____	_____
Mayor	Senior Administrative Officer

Read a third time and finally adopted this _____ day of _____, [year].

_____	_____
Mayor	Senior Administrative Officer

APPENDIX C: LAND LEASE BY-LAW

**Hamlet of Arviat, Nunavut
By-law Number _____
LAND LEASE BY-LAW**

A By-law of the Municipal Corporation of the Hamlet of Arviat (“Hamlet”) in Nunavut to acquire real property, pursuant to the Hamlets Act, RSNWT (Nu) 1988, c. H-1, as amended, s. 53.5.

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

NOW, THEREFORE THE COUNCIL OF THE HAMLET, in a duly assembled meeting, enacts as follows:

1. The whole of lot _____ in the Hamlet of Arviat in Nunavut according to a plan of survey filed in the Land Titles Office for Nunavut under number _____ will be leased from _____.
2. The Mayor and the Senior Administrative Officer are hereby authorized on behalf of the Hamlet to execute the lease agreement in Schedule A attached hereto and forming part of this By-law, conveying the lot to the Hamlet.
3. THAT this By-law shall come into effect upon receiving Third Reading.

Read a first time this _____ day of _____, [year].

Mayor

Senior Administrative Officer

Read a second time this _____ day of _____, [year].

Mayor

Senior Administrative Officer

Read a third time and finally adopted this _____ day of _____, [year].

Mayor

Senior Administrative Officer

APPENDIX D: LAND DISPOSAL BY-LAW

**Hamlet of Arviat, Nunavut
By-law Number _____
LAND DISPOSAL BY-LAW**

A By-law of the Municipal Corporation of the Hamlet of Arviat (“Hamlet”) in Nunavut to dispose of real property, pursuant to the Hamlets Act, RSNWT (Nu) 1988, c. H-1, as amended, s. 53.5.

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

NOW THEREFORE, THE COUNCIL OF THE HAMLET, in a duly assembled meeting, enacts as follows:

1. THAT the Hamlet is hereby authorized to dispose of the following land described in Schedule A attached hereto and forming part of this By-law.

2. THAT Mayor and the Senior Administrative Officer are hereby authorized on behalf of the Hamlet to execute a lease agreement in accordance with the Land Administration By-law for the Hamlet for those lots described in Schedule A in order to convey a listed lot to the lessee.

3. THAT this By-law shall come into effect upon receiving Third Reading.

Read a first time this _____ day of _____, [year].

_____	_____
Mayor	Senior Administrative Officer

Read a second time this _____ day of _____, [year].

_____	_____
Mayor	Senior Administrative Officer

Read a third time and finally adopted this _____ day of _____, [year].

_____	_____
Mayor	Senior Administrative Officer

APPENDIX E: LAND APPLICATION FORM

By submitting a land application, you are applying to lease land from the Hamlet of Arviat pursuant to the *Land Administration By-law*. *Eligible applicants* for land are outlined in Sections 41 & 42 of the By-law.



1. Applicant Information

Applicant 1
Legal Name (Applicant Name/Company Name)
Age 19+
<input type="checkbox"/> Yes <input type="checkbox"/> No
Mailing Address
Phone Number
Email
Applicant 2 (if applicable)
Legal Name (Applicant Name)
Age 19+
<input type="checkbox"/> Yes <input type="checkbox"/> No
Mailing Address
Phone Number
Email
If there is more than one applicant, are you applying to be...
<input type="checkbox"/> Joint Tenants – In the case of a Lessee (“tenant”) passing away, their share of the property passes to the surviving Lessee (“tenant”).
<input type="checkbox"/> Tenants in Common – Each Lessee (“tenant”) has the right to leave their share of the property to any beneficiary upon their death.

2. Description of Lands

Legal Description (Lot, Block, Plan or Survey Sketch Number)
Municipal Address (if available)
Zoning (select 1 from the drop-down box)
Land Use Designation (select 1 from the drop-down box)
Current Land Use
Value of Existing Improvements (i.e., buildings or structures)
Ownership of Existing Improvements
Will the existing improvements be removed?
<input type="checkbox"/> Yes <input type="checkbox"/> No

3. Proposed Land Use

Description of Proposed Land Use or Development
Estimated Construction Value
Estimated Construction Timeline
Start Date: _____ End Date: _____

4. Application Requirements

Please submit the following items as part of your land application.

- Complete application form
- Payment of land application fee

If a site plan is required, attach site plan to the application form. The site plan shall include the following information:

- Legal description of the lot (Lot, Block, Plan)
- Legal dimensions of the lot (download survey plans from <https://clss.nrcan-rncan.gc.ca/mb-nc/en/index.html>)
- North arrow
- Location of proposed and/or existing buildings
- Building setbacks from lot lines
- Location of parking area and dimensions of parking spaces

5. Terms and Conditions

The applicant(s) acknowledge that by submitting this land application they are agreeing to the following terms and conditions:

- a) This land application will not be considered complete unless accompanied by payment of the land application fee.
- b) The submission of a complete land application does not grant any rights or interest to the land.
- c) All development proposed on the land must conform to municipal by-laws and will require a Development Permit issued by the Hamlet.
- d) If the applicant(s) propose to construct buildings or other improvements requiring a Building Permit under the *Nunavut Building Code Act & Regulations*, they must submit building plans to the GN Office of the Chief Building Official.
- e) The rights to municipal land exclude the following:
 - mines and minerals which may be found in, on, or under the land and the right to use and occupy that land for extracting those materials;
 - the rights of recorded holders of mineral claims and any other claims or permits affecting the land;
 - the right of the Hamlet or a utility provider to enter the land for the purpose of installing and maintaining a public utility.

6. Consent & Signatures

The applicant(s) certify that they have read and understood the terms and conditions listed on this form and are in agreement with them.

Initials

The applicant(s) certify that the information they have given in this form is true and correct.

If this application is approved, the applicant(s) understand that failure to comply with any terms and conditions of the lease will be grounds for cancellation.

If you are an individual applicant, please complete Part A. If you are a corporate applicant, please complete Part B.

Part A: Individual Applicants

Signature Applicant 1

Print Name

Date

Signature Applicant 2

Print Name

Date

Part B: Corporate Applicants

If you are applying on behalf of a corporation, please sign the statement of corporate signing authority below or affix the corporate seal.

I, _____, have the authority to bind the corporation.
(name and title)

Signature

Date

APPENDIX F: BALLOT DRAW CONDITIONS AND PROCEDURES

BALLOT DRAW CONDITIONS

1. All eligible applicants wishing to participate in the *ballot draw* must submit a land application in accordance with *the Land Administration By-law*.
2. Only one applicant per family unit allowed. Family unit is described as one or two parents or legal guardians, and their legal dependents currently residing together.
3. No applicants for *ballot draws* shall exchange, transfer or assign their application, ballot or lot selection.
4. *Ballot draws* shall be administered by the SAO.
5. *Lots* are leased on an “as is” basis. It is the responsibility of the *lessee* to deal with soil conditions, drainage, rock outcrops or other features that may be present on the lot.
6. Ballot holders should be present at the time of the *ballot draw*. Ballot holders may provide a letter of proxy or a power of attorney for a party acting on their behalf during the *ballot draw* should they not be able to attend.

BALLOT DRAW PROCEDURES:

7. For Residential Lots, the ballots shall first be sorted into the following categories:

Category 1 – *first-time homeowners*

Category 2 – *individuals who are not a first-time homeowner*

Category 3 – all other applicants

The steps outlined below shall be undertaken for **Category 1** until all ballots are drawn or all *lots* have been selected. If *lots* remain, the steps below shall be repeated for **Category 2** and **3**, in order.

8. The Steps for identifying successful applicants under the *ballot draw* are as follows:

Step 1 – Ballots - Each applicant shall have their name written on a piece of paper (a “ballot”) and each piece of paper shall be equal in size.

Step 2 – Ballot Box - All pieces of paper (“ballots”) created in Step 1 shall be placed in a non-transparent container.

Step 3 – Ballot & Lot Selection - The SAO shall randomly draw a ballot out of the container and whoever’s name is written on that ballot shall have the first right of selection for the available *lots* in the ballot draw. The selected lot is not available to the next name drawn. Names are continued to be drawn and their selection of *lot* made until there are no more names or no more *lots* available.

9. Any *lots* remaining after all ballots have been drawn shall be available using the first-choice method.

APPENDIX G: PROPOSAL CALL PROCEDURES

Proposal calls may be used for the lease or other disposition of commercial and industrial lots but may be used for other types of land disposal at *council's* discretion. Successful applicant(s) under a *proposal call* will be at *council's* discretion and this decision will be based on which application best benefits the municipality regarding economic, social and/or Inuit traditional growth. *Proposal calls* takes the following form:

HAMLET'S GUIDELINES:

1. The advertisement printed in connection to the *proposal call* shall include, in addition to those items identified in this By-Law, the following:
 - (a) The last date and time for the submission of applications;
 - (b) The time, date, and place, the *Hamlet* will bring the application to *council* for consideration;
 - (c) The criteria to be employed by the *Hamlet* in selecting the successful application;
 - (d) A request for documents or information that will be required by the *Hamlet* in support of application (estimated costs of construction, drawings, specification, etc.);
 - (e) A request for a cover letter from the applicant explaining how the proposed development will benefit the *municipality*;
 - (f) A request for any deposit that is required;
 - (g) Building standards which must be employed in the construction of improvements; and
 - (h) The amounts of any bonds that the successful applicant may be required to pay the *Hamlet* to guarantee the completion of the construction of improvements.

APPLICANT GUIDELINES:

2. All eligible applicants wishing to participate in the *proposal call* must submit a land application in accordance with *the Land Administration By-law*.
3. The applicant(s) shall be responsible to provide enough copies of their application for each councillor, Mayor and SAO.
4. The applicant(s) can request the *Hamlet* assist copying the application, provided the applicant(s) pay applicable fees.
5. The applicant(s) shall be responsible that the application(s) for a *proposal call* are in an organized manner and provide all the items listed in this By-law and in section 1 of this Appendix. An incomplete application shall not be brought to council for consideration.
6. This Appendix shall not limit the applicant(s) from adding additional information into their application.

APPENDIX H: LAND USE PERMIT APPLICATION FORM

By submitting a land use permit application, you are applying to obtain a temporary land use permit from the Hamlet of Arviat pursuant to the *Land Administration By-law*.

1. Application Requirements

Please submit the following items as part of your application.

- | |
|---|
| <input type="checkbox"/> Complete application form
<input type="checkbox"/> Payment of land use permit application fee |
|---|



2. Applicant Information

Applicant 1
Legal Name (Applicant Name/Company Name)
Mailing Address
Address of Head Office
Email
Phone

3. Description of Lands

Description of Proposed Permit Area (Legal Description, Survey Sketch Number, or other description) <i>Attach a sketch of the proposed area, including dimensions.</i>
Area (in square metres)

4. Proposal Details

Description of Proposed Use	
Proposed Duration	
Start	Completion
Required Equipment (Describe type, size and purpose)	
Fuel Storage (Describe fuel type, volume and method of storage, filling and emptying containers)	
Method of Waste Disposal (Including garbage, sanitary waste and debris)	
Contractors and Functions	
Number of Employees	
Contact Details for Field Supervisor (Include name and phone number)	

5. Terms and Conditions

The applicant(s) acknowledge that by submitting this land use permit application they are agreeing to the following terms and conditions:

- a) The application will not be considered complete unless accompanied by payment of the appropriate fee.
- b) The submission of a complete land use permit application does not grant any rights or interest to the land.

