



CITY OF IQALUIT
CITY COUNCIL MEETING #11
City Council Chambers
September 22, 2026 at 6:00 PM
AGENDA

MOMENT OF SILENCE

SWEARING IN – None.

ADOPTION OF AGENDA

1. **MINUTES**

- a) Governance and Priorities Committee of the Whole Meeting #05 Minutes dated August 18, 2026
- b) City Council Meeting #10 Minutes dated August 25, 2026

2. **DECLARATION OF INTEREST**

3. **DELEGATIONS**

None.

4. **AWARDS AND RECOGNITIONS**

None.

5. **STATEMENTS**

6. **DEFERRED BUSINESS AND TABLED ITEMS**

None.

7. **BY-LAWS**

- a) **First Reading of By-law(s).**

None.

- b) **Second Reading of By-law(s).**

None.

- c) **Third Reading of By-law(s).**

- i) By-law No. 1037, Land Disposal By-law for Lot 23, Block 215, Plan 4915 and Lot 3, Block 249, Plan 4949

8. **OLD BUSINESS**

None.

9. **NEW BUSINESS**

- a) Naming of Waste Water Treatment Plant Area – Verbal
Deputy Mayor Smith
- b) Discussion Item – Pre-Budget Consultation – Verbal
Peter Tumilty, Chief Financial Officer
- c) Build Communities Strong Fund (BCSF) Contribution Agreement
Bill Williams, Deputy Chief Administrative Officer

10. **COMMITTEE REPORTS**

- a) Governance and Priorities Committee of the Whole Meeting #06 Report Dated September 15, 2026
Councillor Stevenson, Chair

11. **CORRESPONDENCE**

None.

12. **IN-CAMERA SESSION**

As per Section 22(2)(a) of the Cities, Towns and Villages Act and By-law No. 526 Section 67

- a) Legal

13. **ADJOURNMENT**

Next City Council Meeting October 27, 2026

**MINUTES
CITY OF IQALUIT
GOVERNANCE AND PRIORITIES
COMMITTEE OF THE WHOLE MEETING #05
AUGUST 18, 2026 at 6:00 p.m.
CITY COUNCIL CHAMBERS**

PRESENT FROM COUNCIL

Deputy Mayor Kimberly Smith, Chair
Councillor Amber Aglukark
Councillor Methusalah Kunuk
Councillor Kuthula Matshazi – via teleconference
Councillor Romeyn Stevenson – via teleconference

ABSENT

Mayor Solomon Awa
Alternate Deputy Mayor Harry Flaherty
Councillor Simon Nattaq
Councillor Kyle Sheppard

PRESENT FROM ADMINISTRATION

Bill Williams, Acting Chief Administrative Officer/Deputy Chief Administrative Officer
Jamie Evic, Deputy Chief Administrative Officer
Katrina Sarmiento, Acting City Clerk/Deputy City Clerk
Carol Nakanwagi, Executive Assistant
Peter Tumilty, Chief Financial Officer
Tracey Oram, Director of Financial Services
Mathew Dodds, Director of Planning and Development
Geoffrey Byrne, Communications and Customer Service Manager
Ratidzo Chikari, Controller
Jeanie Eeseemailee, Senior Interpreter/Translator

Deputy Mayor Smith opened the meeting at 6:01 p.m.

MOMENT OF SILENCE

A moment of silence was not observed by the committee.

ADOPTION OF AGENDA

Motion GP 26-42

Moved by: Councillor Aglukark
Seconded by: Councillor Kunuk

Adoption of agenda as presented.

Unanimously Carried

1. DECLARATION OF INTEREST

Councillor Stevenson declared a conflict of interest regarding:

5. NEW BUSINESS
- b) Request for Decision and Planning Report – Survey Sketch SK 26-004 – Lots 868 and 869, Plan 2152
 - d) Request for Decision and Planning Report – Survey Sketch SK 26-012 A and B – Lot 13, Block 205, Plan 4890

2. PUBLIC ENGAGEMENT ITEMS

None

3. DEPARTMENT UPDATES

a) Information Item – Corporate Services

Tracey Oram, Director of Financial Services, provided an overview of the Finance Department Services.

Councillor Kunuk made the following comment, to which Bill Williams, Acting Chief Administrative Officer, responded to:

- City has received an above average rating for the Municipal Budget Report Card, which was issued by the C.D. Howe Institute
 - Finance Department team works collaboratively with all departments to ensure the necessary financial information is provided
 - Finance Department team have worked hard to achieve the above average rating

Councillor Stevenson made the following comments and asked the following questions, which Ms. Oram answered:

- What process is being used to select new finance software?
 - Staff has just started discussions
 - Considering options of hiring a consultant or using the University of Waterloo services to help with the selection process
 - 2027 budget will include provisions to start the selection process
- What work is being carried out to collect tax arrears and bad debt?
 - Tax arrears
 - Recently published historic tax arrears
 - Staff communicate with property owners to determine a suitable tax collection payment option

- Over the past two years, tax collection has increased considerably due to the payment plan options
- Residents are pleased that staff are working with them to find a payment plan
- Expressed appreciation for the work being carried out to collect tax arrears
- Complicated process regarding the other outstanding historic debt on the financial records and is work being carried out regarding the other outstanding debt?
 - Mr. Williams explained that historical arrears require different procedures, which are outside the jurisdiction of the Finance Department
 - Work is being carried out with the solicitor regarding collection of historical arrears

Councillor Matshazi made the following comment:

- Encouraged staff to continue looking for funding options to benefit residents

4. DEFERRED BUSINESS AND TABLED ITEMS

None

5. NEW BUSINESS

a) Information Item – Quarter One Budget Variance Reports – General Fund, Land Fund, Sanitation Fund, Water and Sewer Fund

Peter Tumilty, Chief Financial Officer, presented the Quarter One Budget Variance Reports for the General Fund, Land Fund, Sanitation Fund and Water and Sewer Fund. Mr. Tumilty advised that going forward, Budget Variance Reports would be presented quarterly, except for Quarter Four, as staff would be working on the annual audit. He noted that the Quarter Two Budget Variance Reports would be presented at the September 1, 2026 meeting.

b) Request for Decision and Planning Report – Survey Sketch SK 26-004 – Lots 868 and 869, Plan 2152

Councillor Stevenson declared a conflict of interest and left the meeting remotely.

Mathew Dodds, Director of Planning and Development, presented a Request for Decision and Planning Report for Survey Sketch 26-004 for Lots 868 and 869, Plan 2152.

Motion GP 26-43

Moved by: Councillor Aglukark

Seconded by: Councillor Kunuk

Committee recommends that Council approve Survey Sketch SK 26-004 to permit completion of the legal survey required to establish a municipal utility easement over portions of Lots 868 and 869, Plan 2152.

Unanimously Carried

Following the vote, Councillor Stevenson returned to the meeting via teleconference.

c) Request for Decision and Planning Report – Development Permit DP 26-026 and Survey Sketch SK 26-013 – Lots 9-1 and 9-2, Plan 617

Mathew Dodds, Director of Planning and Development, presented a Request for Decision and Planning Report for Development Permit DP 26-026 and Survey Sketch SK 26-013 for Lots 9-1 and 9-2, Plan 617.

Councillor Stevenson made the following comments and asked the following question, which Scott Hanson, Development Agent, Nunastar Properties Inc., answered:

- How many three- and four-bedroom units are in the buildings that are being demolished?
 - The two buildings being demolished have ten units, which are all three- and four-bedroom units.
- Reiterated the need for three- and four-bedroom units
- Unable to support the proposal as it contains no three-bedroom units
 - Understands the need for family housing
 - Provided the following data from a 90-day period:
 - Rental team has received 86 applications for rental units
 - 82 percent requested single- or two-bedroom units
 - Proposed development was based on applications for rental units
 - For the past 55 years, the Astro Hill apartment complex has provided a mix of unit types, which include one-, two-, three- and four-bedroom units
 - Density units with double corridors are not well-suited for three- and four-bedroom units due to the high construction cost, which will increase rental rates
 - Of the three- and four-bedroom units currently in the Astro Hill apartment complex, 20 units are being leased by single individuals as there are no other alternatives
 - Larger units will become available for families once units are created that are suitable for individuals, couples and working professionals
 - Proposed development is a cost-effective solution to meet both market and family needs

Deputy Mayor Smith made the following comments:

- Commented previously that there were people who required units with more bedrooms and others who have units with too many bedrooms because small bedroom units are not available

Councillor Stevenson made the following comments and asked the following question, which Mr. Hanson answered:

- How many three- and four-bedroom units will be in the Astro Hill apartment complex once the two buildings are demolished?
 - After the demolition, there will be 52 three- and four-bedroom units, which is ten percent of the total unit count
- Proposed two buildings with 110 units should have some three- and four-bedroom units to provide a mix of people living in the development and therefore not creating separated spaces for different types of people in the community

Motion GP 26-44

Moved by: Councillor Aglukark

Seconded by: Councillor Kunuk

Committee recommends that Council approve:

1. Development Permit DP 26-026 for Lots 9-1 and 9-2, Plan 617 for the construction of two apartment buildings as per the drawings, plans, and special approval conditions in the Planning Report.
2. Survey Sketch 26-013 to establish a utility easement in favour of the City.

For – Aglukark, Kunuk, Matshazi
Opposed – Stevenson
Carried

d) Request for Decision and Planning Report – Survey Sketch SK 26-012 A and B – Lot 13, Block 205, Plan 4890

Councillor Stevenson declared a conflict of interest and left the meeting remotely.

Mathew Dodds, Director of Planning and Development, presented a Request for Decision and Planning Report for Survey Sketch 26-012 A and B for Lot 13, Block 205, Plan 4890.

Motion GP 26-45

Moved by: Councillor Kunuk

Seconded by: Councillor Aglukark

Committee recommends that Council approve Survey Sketch SK 26-012 A and B for Lot 13, Block 205, Plan 4890 to create a road right-of-way, sidewalk easement, and a development lot on the Sivumugiaq Inuit Owned Lands.

Unanimously Carried

Following the vote, Councillor Stevenson returned to the meeting via teleconference.

e) Discussion Item – Electronic Documents for In Camera Sessions – Verbal

Deputy Mayor Smith presented a Discussion Item regarding Electronic Documents for In Camera Sessions. She noted that councillors receive their meeting packages on Fridays prior to a meeting and sometimes, there is an In Camera item on the agenda. Deputy Mayor Smith indicated that when there is an In Camera agenda item, councillors are required to pick up and sign that they have received the documentation, which is returned to staff at the end of the meeting. She noted that there are instances when councillors are unable to pick up the information from staff on Friday.

Deputy Mayor Smith made the following comments:

- Option to have the documentation delivered electronically
- Software programs available to protect access to the documents
 - Individual login with password protection
 - Document access is tracked using the login
 - Provisions that prevent downloading the documents
 - Document access can have an expiry date
- Suggested exploring options for protected electronic delivery of documents

Councillor Stevenson made the following comments:

- Agreed with the proposal
- Noted that councillors are bound to be responsible for In Camera documents, which can either be paper or electronic
- Protected electronic software should be user friendly for both staff and councillors

Councillor Matshazi made the following comments:

- Easier to obtain the In Camera documentation electronically to be able to participate in meetings when working remotely
- Agreed that councillors are obligated to keep In Camera documentation confidential

Motion GP 26-46

Moved by: Councillor Stevenson

Seconded by: Councillor Aglukark

Committee recommends that Council direct staff to explore options to disseminate In Camera documents electronically.

Unanimously Carried

Bill Williams, Acting Chief Administrative Officer, made the following comments:

- Clarified that currently, the *Cities, Towns and Villages Act* does not allow virtual participation in In Camera meetings
- Government of Nunavut would be required to amend the Act to allow virtual participation

Councillor Stevenson made the following comment:

- Noted that Council previously directed staff to request the Government of Nunavut to amend the *Cities, Towns and Villages Act* to allow virtual participation during an In Camera meeting,

f) Discussion Item – Vehicle for Hire By-law No. 997

Jamie Evic, Deputy Chief Administrative Officer, presented a Discussion Item regarding Vehicle for Hire By-law No. 997.

Mr. Evic made the following comments:

- Administration is currently reviewing the by-law, which will be amended:
 - For easier understanding
 - Bring the by-law up-to-date
 - Remove inconsistencies
- Asked Council for their input regarding any changes to the by-law

Deputy Mayor Smith made the following comments:

- Provisions that require electronic payment
- For safety reasons, taxi should deliver a rider to their destination before picking up another rider

Councillor Stevenson made the following comments:

- Mandatory requirement for electronic payment
- In general, by-law is confusing and difficult to read
- Not in favour of the fare increases without improvements to service
 - Electronic payment
 - Quality of the vehicle
 - Require accessibility vehicles in the fleet
- Driving quality
 - Standard for safe and responsible driving

Deputy Mayor Smith made the following comments:

- Rates are maximum fare
 - Allows companies/drivers to charge less if they choose

- A group ride from the same origin to the same destination is charged an individual fare instead of one fare – four individuals in the group ride are charged \$40 instead of \$10
 - Suggested a reduced fare for each additional person in the group ride

Councillor Stevenson made the following comments:

- Reiterated that individuals with outdated taxi fare vouchers should be permitted to use the voucher and pay the additional fare amount
- Individuals should not be required to cash in outdated vouchers

Deputy Mayor Smith made the following comment:

- Requirement for both video and audio recording for the safety of both riders and taxi drivers

Councillor Aglukark made the following comments and posed the following questions:

- A level of service evaluation process should be carried out prior to any taxi fare increase
- Include a method to ensure that public complaints regarding taxi service are reviewed
- Community member is considering a cab service for women only due to ongoing complaints from women that are not being addressed by cab companies
- Is it possible for the City to relay complaints and concerns to cab companies?
- Can the complaints and concerns be addressed in the level of service evaluation process?
- Important to have a safe and respectful service

Mr. Evic made the following comments:

- Staff will use the comments and draft amendments to present to the committee
- Consideration will also have to be given to privacy matters
- Municipal Enforcement is also reviewing the by-law to provide comments

g) Discussion Item – 2027 Budget for Governance and Priorities Committee of the Whole – Consulting and Legal Support – Verbal

Bill Williams, Deputy Chief Administrative Officer, presented a Discussion Item regarding the 2027 Budget for Governance and Priorities Committee of the Whole - Consulting and Legal Support.

Mr. Williams made the following comments:

- Begin a multi-year review and modernization of all City by-laws
- Important to have the necessary legal and consulting support for the by-law review
- Include monies in the 2027 budget for legal and consulting services
- Work will be carried out in stages

- Phase 1 – build on the document prepared by the City Clerk on the internal review and existing by-laws
 - Legal and consulting services would review for appropriate changes, including policies and operation considerations that need to be addressed
- Phase 2 – Consultants would work directly with the committee to draft updated and new by-laws
 - Legal review will ensure they meet current legislation and practices
- Big project and extensive process, which requires dedicated support and capacity
- Staff is requesting confirmation that the committee agrees with a multi-year by-law review, which will allow staff to prepare a scope of work and budget to start the process in 2027

Deputy Mayor Smith made the following comments:

- In favour of the project
- By-laws have been amended over the years, but have not been consolidated into one single document to reference

Motion GP 26-47

Moved by: Councillor Aglukark

Seconded by: Councillor Kunuk

Committee recommends that Council direct staff to prepare a scope of work and budget for a multi-year by-law review process.

Unanimously Carried

6. OPEN DISCUSSION ITEM

None

7. IN CAMERA SESSION

() as per Section 22 (2) (a) *Cities, Towns and Villages Act* and By-law No. 526
Section 67

8. ADJOURNMENT

Motion GP 26-48

Moved by: Councillor Aglukark

Seconded by: Councillor Kunuk

Committee adjourns at 7:33 p.m.	Unanimously Carried
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Deputy Mayor Kimberly Smith
Chair

Katrina Sarmiento
Acting City Clerk

Approved by City Council on the ____ day of _____ 2026.

**CITY OF IQALUIT
CITY COUNCIL MEETING #10
AUGUST 25, 2026 at 6:00 p.m.
CITY COUNCIL CHAMBERS**

PRESENT FROM COUNCIL

Deputy Mayor Kimberly Smith, Chair
Alternate Deputy Mayor Harry Flaherty
Councillor Amber Aglukark
Councillor Methusalah Kunuk
Councillor Kuthula Matshazi – via teleconference

ABSENT

Mayor Solomon Awa
Councillor Simon Nattaq
Councillor Kyle Sheppard
Councillor Romeyn Stevenson

PRESENT FROM ADMINISTRATION

Bill Williams, Acting Chief Administrative Officer/Deputy Chief Administrative Officer
Katrina Sarmiento, Acting City Clerk/Deputy City Clerk
Carol Nakanwagi, Executive Assistant
Mathew Dodds, Director of Planning and Development
Brenton McNeil, Director of Recreation
Geoffrey Byrne, Communications and Customer Service Manager

MOMENT OF SILENCE

Deputy Mayor Smith opened the meeting at 6:00 p.m. with a moment of silence.

SWEARING IN

None

ADOPTION OF AGENDA

Remove:

1. APPEAL HEARING – PER UNSIGHTLY LAND BY-LAW NO. 714
 - a) Appeal of Clean Up Order – Lot 12, Block 231, Plan 4888 – House 4129A
4. NEW BUSINESS
 - b) Iqaluit RCMP Detachment Monthly Reports – July 2026

Motion #26-178

Moved by: Councillor Aglukark

Seconded by: Alternate Deputy Mayor Flaherty

Adoption of agenda as amended.

Unanimously Carried

1. APPEAL HEARING – PER UNSIGHTLY LAND BY-LAW NO. 714

a) Appeal of Clean Up Order – Lot 12, Block 231, Plan 4888 – House 4129A

This item was removed from the agenda.

2. MINUTES

a) City Council Meeting #09 Minutes dated July 28, 2026

Motion #26-179

Moved by: Councillor Aglukark

Seconded by: Alternate Deputy Mayor Flaherty

City Council Meeting #09 Minutes dated July 28, 2026.

Unanimously Carried

3. DECLARATION OF INTEREST

Alternate Deputy Mayor Flaherty declared a conflict of interest regarding:

8. BY-LAWS

a) First Reading of By-law(s)

- i. By-law No. 1037, Land Disposal By-law for Lot 23, Block 215, Plan 4915 and Lot 3, Block 249, Plan 4949**

b) Second Reading of By-law(s)

- i. By-law No. 1037, Land Disposal By-law for Lot 23, Block 215, Plan 4915 and Lot 3, Block 249, Plan 4949**

4. DELEGATIONS

a) Judo Nunavut – Request for In-kind Donation of Curling Rink for Fundraiser Event

Larissa MacDonald, Judo Nunavut, was in attendance to make a presentation to Council requesting an In-kind Donation of the Curling Rink for a Fundraiser Event. The following are the highlights of the presentation:

- Table Sale, Craft Sale, Rummage Sale
- September 12, 2026 from 11:00 a.m. to 3:00 p.m.
- Allow Iqaluit residents a place to gather and sell items
- Provide artists, families and vendors the ability to sell goods
- Welcome new Nunavut Arctic College students to Iqaluit
- Provide Judo Nunavut the opportunity to host a fundraising event
- Requesting that Council waive the fee to use the curling rink
 - Additional time will be needed for set up and take down

b) Iqaluit RCMP Detachment Monthly Reports – July 2026

This item was removed from the agenda.

5. AWARDS AND RECOGNITIONS

None

6. STATEMENTS

Deputy Mayor Smith acknowledged the serious dog attack on August 24 involving a child. She extended her thoughts to the child and their family. Deputy Mayor Smith recognized the concern the incident has caused in the community and on social media.

Deputy Mayor Smith indicated that the RCMP had been speaking with the child and their family to confirm the exact location of the incident and to identify the dog and owner. She went on to say that the City takes incidents like this seriously. Deputy Mayor Smith spoke about the importance of distinguishing the facts from assumptions. She explained that at this time, the City was unable to confirm whether the dog was loose, tied, confined or under someone's control, as well as the exact location and ownership of the dog.

Deputy Mayor Smith advised that the RCMP were the lead agency on the file, and the City's Acting Chief Enforcement Officer would be meeting with the RCMP to review information, coordinate next steps, and determine what further municipal enforcement action was required. She noted that Municipal Enforcement and Administration were reviewing the information received by City Dispatch, RCMP, and Public Health.

Deputy Mayor Smith wanted to reassure the public of the City's commitment regarding animal control. The following are statistics for July and August:

- 16 at-large dog complaints were received
- 11 dogs were impounded
- Seven dogs were returned to owners

- Three dogs were adopted
- One dog was destroyed
- 21 proactive attempts were made to capture dogs
- Two dog bite incidents were reported and investigated

Deputy Mayor Smith commented that this incident was a serious reminder that responsible pet ownership was a shared community responsibility. She pointed out that the City's Responsible Pet Ownership By-law places public safety at the centre of animal regulation. She noted that every owner must ensure that a dog must be properly identified, securely confined or restrained, and under control in public. She explained that these basic steps protect children, neighbours, visitors, other animals, and the dog itself from harm. She went on to remind the public not to approach any animal that was unfamiliar, whether tied or at-large.

Deputy Mayor Smith encouraged residents to report urgent animal control concerns promptly and to provide the most specific, first-hand information as possible, including the location, animal description, direction of travel, and any known owner information. She indicated that this information would assist Municipal Enforcement in responding effectively.

Deputy Mayor Smith advised that Administration and Municipal Enforcement would continue working with the RCMP and Public Health to determine the appropriate next steps. She stated that the City would provide Council and the public with updates when verified information became available.

Deputy Mayor Smith explained the importance of Council's continued support of effective enforcement, public education, humane animal care, and clear communication. She asked every pet owner to do their part by licensing and identifying dogs, keeping them safely secured, training their dogs, maintaining control in public, and acting immediately if a dog goes missing. She stated that if an owner is aware that their dog is dangerous, or has the potential of becoming dangerous, to put up signs and to consider muzzling the dog when outside.

Deputy Mayor Smith explained that responsible dog ownership was a direct way to prevent harm and to keep Iqaluit safe.

Councillor Aglukark also spoke about the seriousness of the incident, expressing her concern to the family and wishing the child a speedy and healthy recovery.

Councillor Aglukark congratulated the hunters on a successful bowhead whale hunt.

Councillor Aglukark noted the seriousness and hurtful impact that drinking and driving has. She spoke about a recent head-on collision involving someone she knew, due to drinking and driving of the other driver. Councillor Aglukark spoke about the importance of the community taking a holistic approach to drinking and driving. She went on to say that everyone must help each other by holding each other accountable, encouraging

people not to drink and drive, taking keys away, providing taxi money, and doing whatever it takes to stop someone from drinking and driving.

Councillor Kunuk also recognized the hunters on the successful bowhead whale hunt. He noted that Mayor Awa was the captain and that this was the third time that they caught a bowhead whale.

Councillor Kunuk advised that earlier today, he attended a meeting regarding the Apex dock. He reported that a small committee was established, including representatives from the Government of Nunavut. Councillor Kunuk explained that a request was made for a representative from the City to sit on the committee.

Alternate Deputy Mayor Flaherty also expressed his concern regarding the dog incident.

Alternate Deputy Mayor Flaherty spoke about drinking and driving. He went on discuss the drug abuse and hard drugs in the community and noted that it causes violence. Alternate Deputy Mayor Flaherty felt it was important to take action, find solutions, and not just talk about it.

7. DEFERRED BUSINESS AND TABLED ITEMS

None

8. BY-LAWS

a) First Reading of By-law(s)

- i) By-law No. 1037, Land Disposal By-law for Lot 23, Block 215, Plan 4915 and Lot 3, Block 249, Plan 4949

Alternate Deputy Mayor Flaherty declared a conflict of interest and left the Council Chambers.

Motion #26-180

Moved by: Councillor Aglukark

Seconded by: Councillor Kunuk

Council approves First Reading of By-law No. 1037, Land Disposal By-law for Lot 23, Block 215, Plan 4915 and Lot 3, Block 249, Plan 4949.

Unanimously Carried

b) Second Reading of By-law(s)

- i) By-law No. 1037, Land Disposal By-law for Lot 23, Block 215, Plan 4915 and Lot 3, Block 249, Plan 4949

Alternate Deputy Mayor Flaherty declared a conflict of interest and remained outside of the room.

Motion #26-181

Moved by: Councillor Aglukark
Seconded by: Councillor Kunuk

Council approves Second Reading of By-law No. 1037, Land Disposal By-law for Lot 23, Block 215, Plan 4915 and Lot 3, Block 249, Plan 4949.
Unanimously Carried

Following the vote, Alternate Deputy Mayor Flaherty returned to the meeting.

c) Third Reading of By-law(s)

None

9. OLD BUSINESS

None

10. NEW BUSINESS

a) Request for Decision – Judo Nunavut Request for In-kind Donation of Curling Rink for Fundraiser Event

Brenton McNeil, Director of Recreation, presented a Request for Decision from Judo Nunavut requesting an In-kind Donation of the Curling Rink for a Fundraiser Event being held on Saturday, September 12, 2026.

Motion #26-182

Moved by: Councillor Aglukark
Seconded by: Alternate Deputy Mayor Flaherty

Council waives the facility rental fees for the curling rink, valued at \$300, on Saturday, September 12, 2026 for Judo Nunavut in support of their fundraising event.
Unanimously Carried

11. COMMITTEE REPORTS

a) Governance and Priorities Committee of the Whole Meeting #05 – August 18, 2026 Report

Motion #26-183

Moved by: Councillor Aglukark
Seconded by: Councillor Kunuk

Council approves Survey Sketch SK 26-004 to permit completion of the legal survey required to establish a municipal utility easement over portions of Lots 868 and 869, Plan 2152.

Unanimously Carried

Motion #26-184

Moved by: Councillor Aglukark
Seconded by: Councillor Kunuk

Council approves:

1. Development Permit DP 26-026 for Lots 9-1 and 9-2, Plan 617 for the construction of two apartment buildings as per the drawings, plans, and special approval conditions in the Planning Report.
2. Survey Sketch 26-013 to establish a utility easement in favour of the City.

Unanimously Carried

Motion #26-185

Moved by: Councillor Aglukark
Seconded by: Councillor Kunuk

Council approves Survey Sketch SK 26-012 A and B for Lot 13, Block 205, Plan 4890 to create a road right-of-way, sidewalk easement, and a development lot on the Sivumugiaq Inuit Owned Lands.

Unanimously Carried

Motion #26-186

Moved by: Councillor Aglukark
Seconded by: Alternate Deputy Mayor Flaherty

Council directs staff to explore options to disseminate In Camera documents electronically.

Unanimously Carried

Motion #26-187

Moved by: Councillor Aglukark
Seconded by: Alternate Deputy Mayor Flaherty

Council directs staff to prepare a scope of work and budget for a multi-year by-law review process.

Unanimously Carried

12. CORRESPONDENCE

a) Information Item – Caribou Cabs Ltd. – Public Safety

Correspondence from Danny Savard, CEO, Caribou Tuktu Cabs Ltd. regarding Public Safety.

Deputy Mayor Smith spoke about the unacceptable behaviour of children and youth throwing rocks at cabs, which causes property damage and is also a public safety matter.

13. IN CAMERA SESSION

() as per Section 22 (2) (a) *Cities, Towns and Villages Act* and By-law No. 526
Section 67

14. ADJOURNMENT

Motion #26-188

Moved by: Councillor Aglukark
Seconded by: Councillor Kunuk

Council adjourns at 6:29 p.m.

Unanimously Carried

Deputy Mayor Kimberly Smith
Chair

Katrina Sarmiento
Acting City Clerk

Approved by City Council on the ____ day of _____ 2026.

Land Disposal By-Law

MUNICIPAL CORPORATION OF THE CITY OF IQALUIT, NU

BY-LAW # 1037

LAND DISPOSAL BY-LAW

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

AND WHEREAS certain real property is available for disposal by the City of Iqaluit;

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

1. That the Municipal Corporation of the City of Iqaluit is hereby authorized to dispose of the lands identified in the attached Schedule “A”, which forms part of this by-law, by way of a *lease*.
2. That the Mayor and Chief Administrative Officer of the City of Iqaluit, or lawful deputy of either of them, are hereby authorized in the name and on the behalf of the City of Iqaluit, to execute all such forms of application, deeds, leases, indentures, and other documents as may be necessary to give effect to this By-law and to affix thereto the corporate seal of the City of Iqaluit as the act and deed thereof, subscribing their names in attestation of such execution. Notwithstanding section 42 of the Land Administration Bylaw, the lease shall be substantially in the form of the draft lease attached hereto, subject to such minor modifications as may be approved by the Mayor and Chief Administrative Officer.
3. That this By-law shall come into effect upon receiving third reading.

THIS BY-LAW READ a First Time this 25th day of August, 2026.

Solomon Awa
Mayor

Steve England
Chief Administrative Officer

THIS BY-LAW READ a Second Time this 25th day of August, 2026.

Solomon Awa
Mayor

Steve England
Chief Administrative Officer

READ a Third and Final Time this _____ day of _____, 2026.

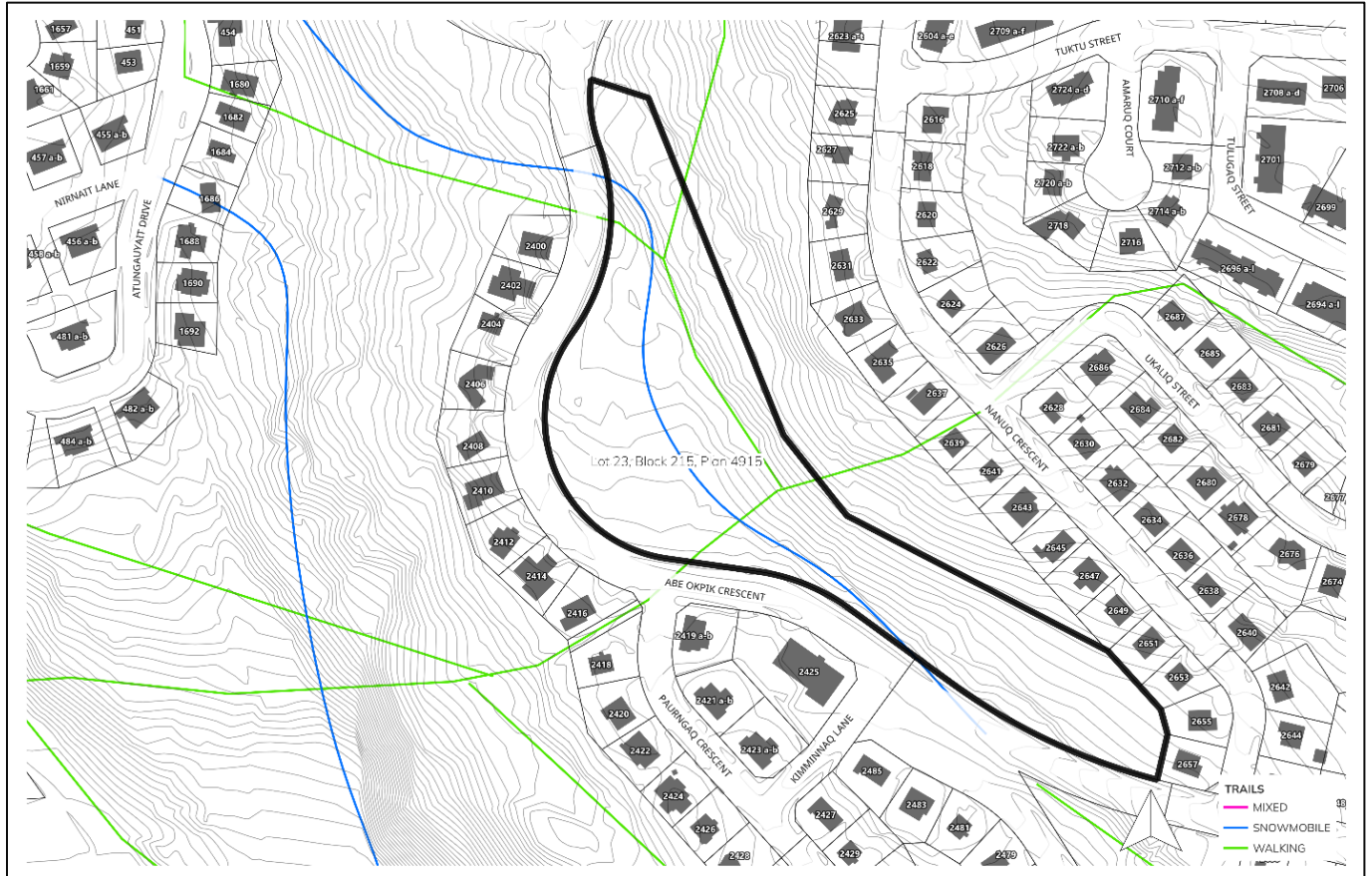
Solomon Awa
Mayor

Steve England
Chief Administrative Officer

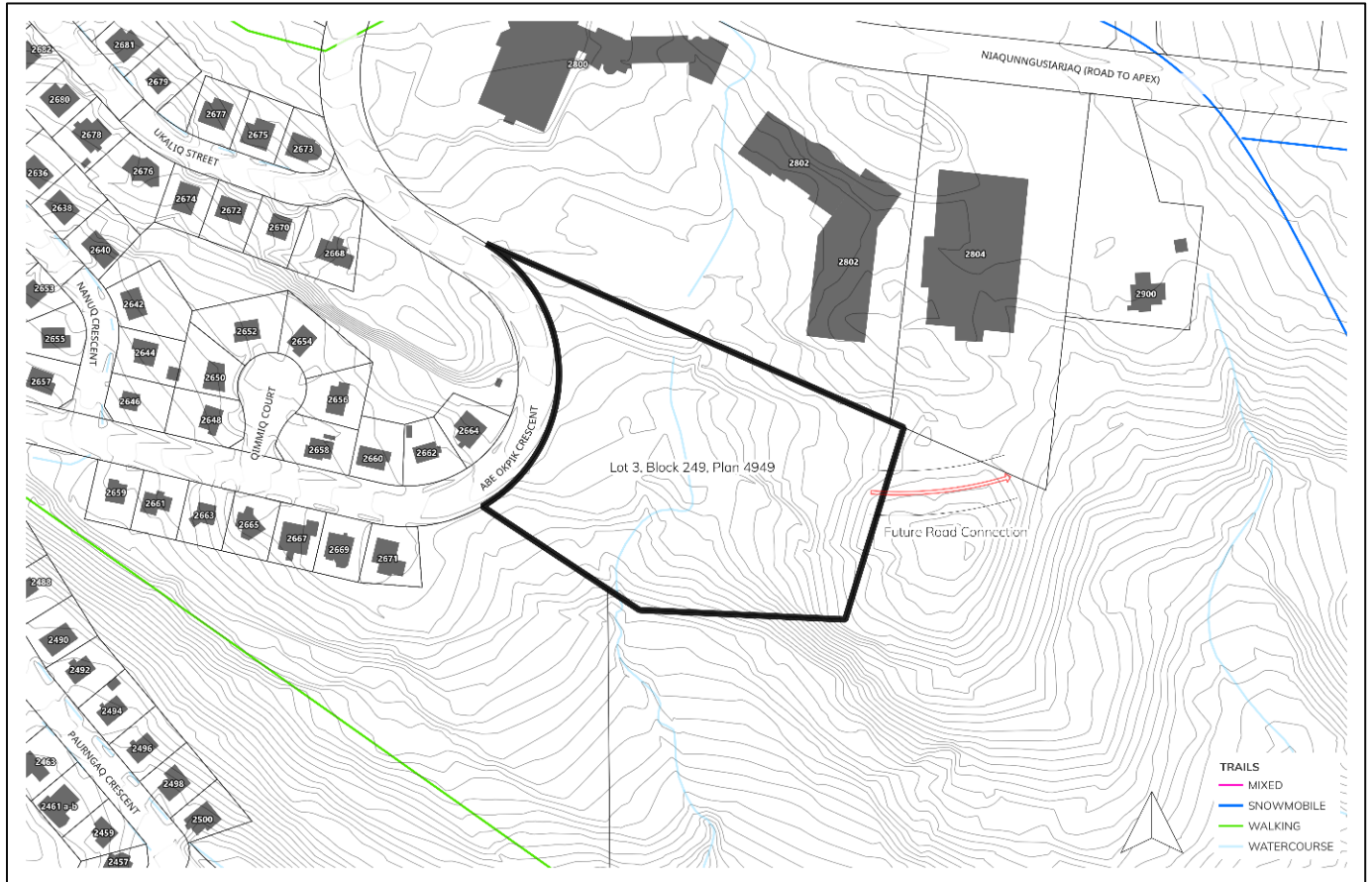
SCHEDULE "A"

LAND DISPOSAL BY-LAW # 1037

1. Lot 23, Block 215, Plan 4915



2. Lot 3, Block 249, Plan 4949



SCHEDULE "B" – PRE-SUBDIVISION (HEAD) LEASE TEMPLATES



Lease #XXXX

File # 4915-215-23

ORIGINAL LEASE

Pursuant to the **Land Disposal Agreement**, (the "**Agreement**") executed on the xth Day of Month, 202x, made between the Lessor and Lessee as listed below, this lease agreement is made to accomplish the **Expansion of Tundra Ridge**, (the "**Subdivision**"). The **Agreement** shall form part of this lease and be registerable to any record(s) of title consequent of this lease.

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

Lot 23
Block 215
Plan 4915
Iqaluit, NU

(the "land")

leases to **TOM FITZGERALD CONSTRUCTION INC.**, (the "**Lessee**"), of the City of Iqaluit, in Nunavut, all its estate and interest in the land to be held by the **Lessee**, as tenant, commencing the **x day of Month, 202x** for a term of **Ninety-nine (99) years**, at a total rent of One Dollar (\$1.00) plus any applicable Goods and Services Tax ("the Total Rent"), the receipt whereof, prior to the date hereof, is hereby acknowledged by the City.

This lease is subject to the reservations, exceptions, terms, and conditions provided or implied at law.

THE PARTIES COVENANT AND AGREE AS FOLLOWS:

COMPLIANCE

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

PAYMENT

2. The **Lessee** has paid in full the total rent in the amount of One Dollar (\$1.00) plus any applicable Goods and Services Tax. The **Lessee** shall during the said term, pay all taxes, rates and assessments charged upon the land or upon the **Lessee** in respect thereof.

LATE PAYMENT FEE

3. Where any rental payment is outstanding longer than 30 days past its due date, the **Lessee** shall pay a late payment fee of 1.0% per month, compounded annually (12% annual percentage rate), or at such other rate as may be specified by bylaw passed by the City from time to time.

EQUITY

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

REFUND OF EQUITY

5. If this lease is *surrendered* with the consent of the **City**, rental paid by the **Lessee** shall be refunded in accordance with the provisions of the City's Land Administration By-Law in effect from time to time. Upon subdivision of the land, the **City** shall apply the rental paid herein to one or more new leases acknowledging a pre-paid equity cost to be issued to the **Lessee** in substitution for this lease.

TRANSFER OF TITLE

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

BOUNDARIES

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

LAND USE

8. The **Lessee** shall use the land for design, development and construction purposes only to fulfil the objectives of the **Subdivision**.

DEVELOPMENT OF SUBDIVISION

9. The Lessee shall develop the **Subdivision** in a manner satisfactory to the City, acting reasonably. Construction of the **Subdivision** shall commence within thirty-six (36) months of the effective date of this lease and shall be completed within ten (10) years of the effective date of this lease unless an extension is otherwise granted by City Council.

BREACH OF CONSTRUCTION OBLIGATIONS

10. The City may terminate this lease if the Lessee:

- a. fails to complete construction of the **Subdivision** within the time required by Clause 9 of this lease; or
- b. fails to conform to local bylaws, construction standards, the **Agreement**, or regulations applicable to the construction of such improvements.

TRANSFER OF LEASE

11. The **Lessee** is strictly prohibited from transferring or subletting this lease to any third party without the prior written consent of the City. Any such attempt shall constitute a fundamental breach of this lease, entitling the City to terminate this lease. The City agrees to allow the transfer to a mortgagee or third-party purchaser as part of mortgage enforcement proceedings.

LAND FILL

12. On the termination of this lease, except where one or more new leases are issued in substitutions of this Lease, the **Lessee** may sever and remove from the land all structures, fixtures, and improvements, belonging to the **Lessee**, saving and except any land fill (whether in the form of soil, topsoil, sand, gravel, rock, crushed rock, glacial till, concrete, asphalt, or any combination thereof).

RESTORATION

13. On the termination of this lease, except where one or more new leases are issued in substitutions of this Lease, the **Lessee** shall deliver up possession of the land either with the improvements removed and the land restored to its original condition, or in accordance with **City By-laws**, other than improvements installed as of the subdivision process, which shall become the property of the City.

EASEMENTS

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

ACCESS

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

ENVIRONMENT

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

CONSENT TO MORTGAGES

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

NON-COMPLIANCE

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

within the ninety (90) day period, in which latter event, the remedial steps shall be diligently undertaken continuously to completion.

TERMINATION

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

TIME

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

WAIVER

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

IMPLICATION

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

CITY PERMITS

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

SURVIVORSHIP

24. This lease enures to the benefit of, and is binding upon, the **City** and the **Lessee** and it's respective successors and assigns, in whatever capacity.



Lease #XXXX
File # 4949-249-3

ORIGINAL LEASE

Pursuant to the **Land Disposal Agreement**, (the “**Agreement**”) executed on the xth Day of Month, 202x, made between the Lessor and Lessee as listed below, this lease agreement is made to accomplish the **Expansion of Tundra Ridge**, (the “**Subdivision**”). The **Agreement** shall form part of this lease and be registerable to any record(s) of title consequent of this lease.

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

Lot 3
Block 249
Plan 4949
Iqaluit, NU

(the “land”)

leases to **TOM FITZGERALD CONSTRUCTION INC.**, (the “**Lessee**”), of the City of Iqaluit, in Nunavut, all its estate and interest in the land to be held by the **Lessee**, as tenant, commencing the **x day of Month, 202x** for a term of **Ninety-nine (99) years**, at a total rent of One Dollar (\$1.00) plus any applicable Goods and Services Tax (“the Total Rent”), the receipt whereof, prior to the date hereof, is hereby acknowledged by the City.

This lease is subject to the reservations, exceptions, terms, and conditions provided or implied at law.

THE PARTIES COVENANT AND AGREE AS FOLLOWS:

COMPLIANCE

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

PAYMENT

2. The **Lessee** has paid in full the total rent in the amount of One Dollar (\$1.00) plus any applicable Goods and Services Tax. The **Lessee** shall during the said term, pay all taxes, rates and assessments charged upon the land or upon the **Lessee** in respect thereof.

LATE PAYMENT FEE

3. Where any rental payment is outstanding longer than 30 days past its due date, the **Lessee** shall pay a late payment fee of 1.0% per month, compounded annually (12% annual percentage rate), or at such other rate as may be specified by bylaw passed by the City from time to time.

EQUITY

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

REFUND OF EQUITY

5. If this lease is *surrendered* with the consent of the **City**, rental paid by the **Lessee** shall be refunded in accordance with the provisions of the City's Land Administration By-Law in effect from time to time. Upon subdivision of the land, the **City** shall apply the rental paid herein to one or more new leases acknowledging a pre-paid equity cost to be issued to the **Lessee** in substitution for this lease.

TRANSFER OF TITLE

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

BOUNDARIES

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

LAND USE

8. The **Lessee** shall use the land for design, development and construction purposes only to fulfil the objectives of the **Subdivision**.

DEVELOPMENT OF SUBDIVISION

9. The Lessee shall develop the **Subdivision** in a manner satisfactory to the City, acting reasonably. Construction of the **Subdivision** shall commence within thirty-six (36) months of the effective date of this lease and shall be completed within ten (10) years of the effective date of this lease unless an extension is otherwise granted by City Council.

BREACH OF CONSTRUCTION OBLIGATIONS

10. The City may terminate this lease if the Lessee:
 - a. fails to complete construction of the **Subdivision** within the time required by Clause 9 of this lease; or
 - b. fails to conform to local bylaws, construction standards, the **Agreement**, or regulations applicable to the construction of such improvements.

FUTURE ROAD

11. The Lessee shall preserve the future road connection identified by the City and shall ensure that the subdivision design does not obstruct or interfere with the future construction of that road connection by the City.

TRANSFER OF LEASE

12. The **Lessee** is strictly prohibited from transferring or subletting this lease to any third party without the prior written consent of the City. Any such attempt shall constitute a fundamental breach of this lease, entitling the City to terminate this lease. The City agrees to allow the transfer to a mortgagee or third-party purchaser as part of mortgage enforcement proceedings.

LAND FILL

13. On the termination of this lease, except where one or more new leases are issued in substitutions of this Lease, the **Lessee** may sever and remove from the land all structures, fixtures, and improvements, belonging to the **Lessee**, saving and except any land fill (whether in the form of soil, topsoil, sand, gravel, rock, crushed rock, glacial till, concrete, asphalt, or any combination thereof).

RESTORATION

14. On the termination of this lease, except where one or more new leases are issued in substitutions of this Lease, the **Lessee** shall deliver up possession of the land either with the improvements removed and the land restored to its original condition, or in accordance with **City By-laws**, other than improvements installed as of the subdivision process, which shall become the property of the City.

EASEMENTS

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

ACCESS

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

ENVIRONMENT

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

CONSENT TO MORTGAGES

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

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19. Where the **City** intends to terminate this lease because of non-compliance by the **Lessee** with any of the **lessee's** obligations hereunder, the **City** shall first provide not less than ninety (90) days' notice in writing of such intention to the **Lessee** and to each mortgagee and caveator with an interest registered against title to the land (such mortgagees and caveators being hereafter referred to as "Interested Parties") at the address of each of the Interested Parties shown on the Land Titles Office records in respect of such interest. Such written notice shall allow the Lessee or Interested Party to remedy the default or breach within the ninety (90) day period or to commence to remedy

a default or breach reasonably incapable of being completely remedied within the ninety (90) day period, in which latter event, the remedial steps shall be diligently undertaken continuously to completion.

TERMINATION

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

TIME

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

WAIVER

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

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CITY PERMITS

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

SURVIVORSHIP

25. This lease enures to the benefit of, and is binding upon, the **City** and the **Lessee** and its respective successors and assigns, in whatever capacity.

The Agreement identifies the infrastructure as supporting approximately **925 new housing units in the near term** and approximately **2,000 to 2,500 units by 2031**.

AND THAT Council authorize Administration, to execute the Contribution Agreement and related administrative documentation on behalf of the City of Iqaluit.

2026 Governance and Priorities Committee of the Whole Motion Report

Meeting #06 September 15, 2026

GP 26-50 M: Smith S: Sheppard Unanimous

Committee recommends that Council approve adding September 30th to the City's flag calendar, under the Council Flag Protocol Policy (CNCL 19-002), for the Survivors' Flag to be automatically raised annually on the National Day for Truth and Reconciliation.