

**By-law 2019-168**

**A By-law of the City of Greater Sudbury to Authorize an  
Agreement with the Sudbury Winter Tennis Club for the Provision of a  
Municipal Capital Facility at Land Leased to it at Queens Athletic Field in the City  
And to Exempt the Leased Land from Taxes Levied for Municipal and School Purposes**

**Whereas** Section 110 of the *Municipal Act 2001*, S.O. 2001, c. 25, as amended provides that Council of a municipality may enter into an agreement for the provision of municipal capital facilities;

**And Whereas** O. Reg. 603/06 provides a municipality may enter into an agreement under subsection 110(1) of the *Municipal Act, 2001* for the provision of municipal capital facilities if the facilities are used for cultural, recreational or tourist purposes;

**And Whereas** subsection 110(6) of the *Municipal Act, 2001*, may exempt from all or part of the taxes levied for municipal and school purposes, land or a portion of it on which municipal capital facilities are or will be located that:

- (a) is the subject of an agreement under subsection 110(1);
- (b) is owned or leased by a person who has entered an agreement to provide facilities under subsection 110(1); and
- (c) is entirely occupied and used or intended for use for a service or function that may be provided by a municipality;

**And Whereas** the City of Greater Sudbury as landlord, has leased part of a building and certain land owned by the City and located at the facility commonly known as Queens Athletic Field to the Sudbury Winter Tennis Club for use as a facility for the provision of recreational and competitive tennis;

**And Whereas** Sudbury Winter Tennis Club is a not-for-profit corporation duly incorporated under the *Corporations Act*, for the purposes of promoting the sport of tennis and providing facilities and the organization for indoor tennis;

**And Whereas** Council for the City of Greater Sudbury has by resolution CC2019-285, determined that the premises leased to the Sudbury Winter Tennis Club is for the purpose of the municipality and for public use, as required pursuant to paragraph 6(1)(b) of O. Reg. 603/06;

**And Whereas** Council for the City of Greater Sudbury deems it advisable to enter into a municipal capital facility agreement pursuant to section 110 of the *Municipal Act, 2001*, with the Sudbury Winter Tennis Club with respect to the premises leased to it by the City for provision of cultural, recreational or tourist facilities in the community and to exempt from taxes levied for municipal and school purposes, the premises leased to Sudbury Winter Tennis Club while the agreement to provide municipal capital facility is in effect;

**Now Therefore, Council for the City of Greater Sudbury enacts as follows:**

**1.-(1)** The General Manager of Community Development is hereby authorized to execute an Agreement pursuant to subsection 110(1) of the *Municipal Act, 2001*, between the City of Greater Sudbury and the Sudbury Winter Tennis Club for the provision of municipal capital facilities used for the provision of cultural, recreational or tourist purposes in accordance with Ontario Regulation 603/06, as amended or replaced from time to time, at the premises described on Schedule A, attached to and forming part of this By-law.

(2) The General Manager of Community Development is further delegated the authority to sign all amendments thereto and other documents arising from or related to the said Agreement, and to make all decisions, perform all functions required pursuant to the Agreement in order to administer and implement the terms of the Agreement.

**Tax Exemption Approved**

**2.** The land and municipal capital facilities on the property identified on Schedule A attached to and forming part of this By-law, shall, subject to Section 3, be exempt from taxation for municipal and school purposes while the agreement authorized by this By-law is in force and so long as that property identified on Schedule A is used for cultural, recreational or tourist purposes in accordance with the Agreement authorized under Section 1.

**Effective Period For Exemption**

**3.-(1)** This By-law and the exemption referred to in Section 2 shall come into effective for the property identified on Schedule A upon the execution of the municipal capital facilities agreement provided for in Section 1 of this By-law.

(2) This By-law and the exemption referred to in Section 2 shall be effective for the property identified on Schedule A from the date provided for in subsection 3(1) until the earliest of the date on which:

- (a) Sudbury Winter Tennis Club ceases to use the property identified on Schedule A for provision of municipal capital facilities as defined in section 110 of the *Municipal Act, 2001* and Ontario Regulation 603/06, both as amended or replaced;
  - (b) Sudbury Winter Tennis Club ceases to occupy the property identified on Schedule A pursuant to a lease with the City of Greater Sudbury or the lease is terminated; or
  - (c) the Agreement authorized under Section 1 expires or is terminated for any reason.
- (3) This By-law shall not be considered to provide for a tax exemption in respect of any portion of land that is not entirely occupied or intended for use for a service or function that may be provided by the City.

#### Notice of Municipal Capital Facility By-law

**4.-(1)** In accordance with subsection 110(6) of the *Municipal Act, 2001*, S.O. 2001, c. 25, Sched. A, the City Clerk is delegated the authority to and is directed to give written notice of the contents of this By-law to:

- (a) the assessment corporation;
  - (b) the Clerk of any other municipality that would, but for the by-law have had authority to levy rates on the assessment for the land exempted by the by-law; and
  - (c) the secretary of any school board if the area of jurisdiction of the board includes the land exempted by the by-law.
- (2) In accordance with subsection 110(5) of the *Municipal Act, 2001*, S.O. 2001, c. 25, Sched. A, the City Clerk is delegated the authority to and is directed to give written notice of this By-law to the Minister of Finance.

Effective Date

5. This By-law comes into effect upon passage.

**Read and Passed in Open Council** this 8<sup>th</sup> day of October, 2019

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Mayor

\_\_\_\_\_  
Clerk

**Schedule "A"**  
**to By-law 2019-168 of the City of Greater Sudbury**

The premises to be identified in the agreement with the Sudbury Winter Tennis Club for the provision of municipal capital facilities used for the provision of cultural, recreational or tourist purposes are as follows:

<b>Municipal Address of the Property on which the Premises are found</b>	<b>Legal Description of the Property in which the Premises are found</b>	<b>Assessment Roll for the Property in which the Premises are found</b>	<b>Description of the Premises Leased to and occupied by the Sudbury Winter Tennis Club</b>
O Cypress Street	PIN 73585-0852 Lt 7-13, 21-26, 29-44 PI 31SA McKim; Lt 176 PI 5SB McKim; Lane PI 31SA McKim Lying S Of Lt 13, 7, 27 & 21; Lane PI 31SA McKim Lying S Of Spruce St (Closed By S99514) Except Pt 5, 6, 7 & 8 53R13448; Cypress St, Alder St, Spruce St PI 31SA McKim (Closed By S99514); all being Part of Lot 6, Concession 3, Township of McKim	53 07 040 001 01900 0000	Part of the Field House and the lands on which the Tennis Bubble erected by the Sudbury Winter Tennis Club and associated structures are located, as leased pursuant to a lease between the City of Greater Sudbury and the Sudbury Winter Tennis Club dated January 1 <sup>st</sup> , 2012 for a term expiring December 31 <sup>st</sup> , 2021 and any successor lease