

**THE CORPORATION OF THE
TOWNSHIP OF EDWARDSBURGH CARDINAL**

BY-LAW NO. 2023-49

**“A BY-LAW TO AUTHORIZE THE MAYOR AND CLERK TO EXECUTE A
SPONSORSHIP AGREEMENT WITH INGREDION INC.”**

WHEREAS the Municipal Act 2001, SO 2001, Chapter 25, Section 8(1) states that the powers of a municipality shall be interpreted broadly so as to confer broad authority on municipalities to govern their affairs as they consider appropriate and to enhance their ability to respond to municipal issues; and

WHEREAS the Municipal Act 2001, SO 2001, Chapter 25, Section 8(2) states that in the event of ambiguity, the ambiguity shall be resolved so as to include, rather than exclude, municipal powers that existed before the Municipal Act, 2001 came into force; and

WHEREAS the Municipal Act 2001, SO 2001, Chapter 25, Section 9 gives the municipality the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under this Act; and

WHEREAS Municipal Council deems it desirable to enter into a sponsorship agreement with Ingredion Inc. for the naming rights to the Cardinal Arena;

NOW THEREFORE the Council of the Corporation of the Township of Edwardsburgh Cardinal enacts as follows:

1. That the Mayor and Clerk is hereby authorized to execute the agreement, attached hereto as Schedule “A”, and forming part of this bylaw.
2. That bylaw 2013-49 and all other bylaw previously passed that are inconsistent with the provisions of this bylaw are hereby repealed in its entirety.
3. That this by-law shall come into force and take effect on the date of passing.

Read a first and second time in open Council this 25 day of September, 2023.

Read a third and final time, passed, signed and sealed in open Council this 25 day of September, 2023.


Tory Deschamps (Oct 4, 2023 01:47 EDT)
Mayor


Rebecca Crich
Clerk

Sponsorship Agreement

This Sponsorship Agreement made on the 1 day of October , 2023.

BETWEEN

TOWNSHIP OF EDWARDSBURGH CARDINAL

(hereinafter as "Township")

-and-

INGREDION INC.

(hereinafter as "Ingredion")

1. Term

- 1.1** The term of this agreement shall run from October 1, 2023 to September 30, 2028.

2. Purpose

- 2.1** The purpose of this agreement is to establish a partnership between the Township and Ingredion for the naming rights to the Cardinal Arena located at 4050 Dishaw St., Cardinal, ON K0E 1E0.

3. Renewal

- 3.1** Each party shall provide written notice of their intent to renew this agreement for successive 5-years thereafter until terminated by either party.

4. Termination

- 4.1** If either party wishes to terminate the agreement, they must provide sixty (60) days written notice, by August 1, by registered mail, to the other party. Upon termination of the agreement, the Township has the right to remove signage at the first of the year following the termination of the agreement and seek other sponsorship opportunities.

5. Financial Arrangements

5.1 Ingreddion agrees to pay the Township \$8,000.00 per year over the 5-year term of this agreement for the rights to the Cardinal Arena name.

5.2 The Cardinal Arena will be named the "Ingreddion Centre" provided that annual payments of \$8,000.00 are received by the Township's Treasurer as follows:

- \$4,000.00 payable by January 31 of each year; and
- \$4,000.00 payable by July 31 of each year.

6. Assignment

6.1 Neither party shall assign any of its rights or obligations, or parts thereof, under the Sponsorship Agreement.

7. Notice

7.1 Any notice, information, or document required under this Sponsorship Agreement shall be deemed given hand-delivered or sent via email or post. Any notice delivered, sent by email shall be deemed to have been received on the next working day after it is successfully sent. Any notice that is mailed via post shall be deemed to have been received five (5) working days after being mailed.

7.2 Notice shall be addressed to the following:

To the Township: Township of Edwardsburgh Cardinal
18 Centre St. PO Box 129
Spencerville, ON, K0E 1X0
Attention: CAO or Clerk

To Ingreddion: Ingreddion Inc.
4040 James St.
Cardinal, ON, K0E 1E0
Attention: Plant Manager

8. Entire Agreement

8.1 This Agreement constitutes the entire agreement between the parties with respect to the subject matter of this Agreement and it shall not be altered, modified, or amended, in whole or in part, except by the express written authorization and consent of both parties.

9. Severability of Provisions

- 9.1** The invalidity or unenforceability of any provisions of the Sponsorship Agreement shall not affect the validity or enforceability of any other provision of the Sponsorship Agreement. Any invalid or unenforceable provision shall be deemed to be severed.

10. Binding Effect

- 10.1** This Agreement and all terms, covenants and conditions contained herein shall ensure to the benefit of and shall be binding on the undersigned parties and their respective heirs, executors, administrators, trustees, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by the signatures of their proper officers duly authorized in that behalf.

TOWNSHIP OF EDWARDSBURGH CARDINAL



Tory Deschamps (Oct 4, 2023 01:47 EDT)

Name: Tory Deschamps

Title: Mayor



Name: Rebecca Crich

Title: Clerk

[I/We} have authority to bind the corporation.

INGREDION INC.



Name: David Wilcox

Title: Plant Manager

I have authority to bind the corporation.