The Corporation of the Township of North Frontenac

By-law # 2026-50

Being a By-law to Establish a Policy for the Administration, Acceptance, Installation, Management, and Termination of Rink Board Advertising Sponsorships at the Plevna Outdoor Rink; and to repeal By-law #2026-05

Whereas the Council of the Corporation of the Township of North Frontenac deems it expedient to enact a By-law to establish a policy applying to all individuals, businesses, and organizations wishing to purchase advertising space on the rink boards at the Plevna Rink and to set-out the process for administration of the policy and sponsorship agreements;

Now Therefore Be It Resolved That the Council of the Corporation of the Township of North Frontenac hereby enacts as follows:

1. That the Rink Board Advertising Policy attached hereto as Schedule “A” of this By-law is hereby adopted by Council.

2. That Schedule “A” attached hereto shall be read with and form part of this By-Law.

And That By-law #2026-05 is hereby repealed;

And That all resolutions, by-laws or parts of by-laws, which are contrary to or inconsistent with this by-law are hereby repealed;

And That this By-Law shall come into force and take effect on the date of its passing.

Read a first and second time **October 2, 2026**.

Read a third time and finally passed this **October 2, 2026**.

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Gerry Lichty, Mayor

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Tara Mieske, Clerk

6648 Road 506, Plevna, Ontario K0H 2M0
Tel: (613) 479-2231 or 1-800-234-3953, Fax: (613) 479-2352
www.northfrontenac.com

Plevna Rink Board Advertisement Sponsorship Policy

1. Purpose

The purpose of this Policy is to establish uniform guidelines and procedures for the administration, acceptance, installation, management, and termination of rink board advertising sponsorships at the Plevna Outdoor Rink located at 6598 Buckshot Lake Road, Plevna, Ontario.

This Policy ensures fairness, transparency, accountability, and consistency in the Township's sponsorship arrangements.

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2. Scope

This Policy applies to all individuals, businesses, and organizations ("Sponsors") wishing to purchase advertising space on the rink boards at the Plevna Rink, as well as to Township staff responsible for the administration of sponsorship agreements.

Money raised by sponsorships will go back into future improvements/upgrades to the Plevna Rink.

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3. Policy Statement

The Township supports sponsorship opportunities that:

- Contribute financially to municipal recreation facilities;
- Align with community values and municipal objectives;
- Promote positive, responsible, and respectful advertising.

All rink board advertising sponsorships must comply with the conditions and procedures outlined in this Policy.

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4. Sponsorship Term

4.1 The sponsorship term is **one (1) year October 14th – October 13th the following year)**

4.2 If the Sponsor does not wish to renew after one (1) year, the rink board advertisement will be removed by Township Staff.

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5. Sponsorship Fee and Rights

5.1 The rink board sponsorship fee(s) are as follows:

48”w x 34”h = $650 year one, and annual renewal (October 14th annually) (if chosen by the sponsor) at a cost of $200.

96”w x 34”h = $1,000 year one, and annual renewal (October 14th annually) (if chosen by the sponsor) at a cost of $300.

5.2 By October 14th and upon receipt of full payment the Township will arrange for installation of the Sponsor’s logo/message on a rink board by a third-party contractor.

5.3 If an advertisement becomes damaged, the Township will replace the Advertisement at no cost to the Sponsor. Damages will be determined by Township staff and will be based on Section 5.4.

5.4 The Township reserves the right to determine, at its sole discretion, whether a rink board advertisement has been damaged to the extent that it must be removed. Damage may include, but is not limited to, tearing, warping, fading, peeling, vandalism, or any condition that impacts safety, readability, or the overall appearance of the facility. Municipal staff decisions regarding removal shall be final.

5.5 If a Sponsor wishes to replace their logo, change their messaging, etc. they will be required to re-enter into a new agreement at the full cost, and then may choose to renew in subsequent years at the discounted annual renewal rate.

5.6 Sponsors must provide their logo and/or message in a suitable electronic format when requested.

5.7 By providing a logo or message, Sponsors consent to its use in promotional materials related to the Plevna Rink.

5.8 The Township reserves the right to reject any logo, message, or advertising content that it determines is not in the Township’s best interests or does not align with municipal standards and community values, in accordance with section 5.9.

5.9 The Township may deem a logo, message, or advertisement inappropriate if it includes, promotes, or is associated with any of the following:

5.9.1. Offensive or Discriminatory Content

- Hate speech or symbols targeting protected groups
- Racist, sexist, homophobic, transphobic, or otherwise discriminatory imagery or language
- Symbols commonly associated with hate or extremist groups

5.9.2. Political or Partisan Messaging

- Endorsements of political parties, candidates, or elected officials
- Advocacy for or against legislation, referendums, or political causes
- Campaign slogans or politically charged imagery

5.9.3. Sexually Explicit or Suggestive Content

- Nudity or sexual imagery
- Sexually suggestive language, symbols, or innuendo
- Content inappropriate for children or family-friendly public spaces

5.9.4. Profanity or Vulgar Language

- Swearing, obscene phrases, or crude imagery
- Content that could reasonably be considered offensive to the general public

5.9.5. Promotion of Illegal, Harmful, or Unsafe Activities

- Drugs, illegal substances, or drug paraphernalia
- Excessive alcohol consumption or gambling
- Violence, weapons, or criminal activity
- Messaging that promotes unsafe behaviour

5.9.6. Religious Messaging or Proselytizing

- Logos or messages promoting specific religious beliefs or practices
- Content that could be perceived as religious advocacy or exclusionary

5.9.7. Content That Conflicts with Municipal Values or Services

- Messaging that contradicts public safety, inclusivity, accessibility, or equity goals

- Content that undermines trust in public institutions or municipal operations
- Logos or messages that could bring the Township into disrepute

5.9.8. Misleading or False Advertising

- False claims about services, affiliations, or endorsements
- Use of Township logos, crests, or branding without authorization
- Implying Township endorsement where none exists

5.9.9. Poor Taste or Reputational Risk

- Content that is sensational, inflammatory, or divisive
- Imagery or messaging that could reasonably offend community members
- Content inconsistent with a professional municipal environment

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6. Capacity and Autonomy

6.1 Sponsorships do **not** constitute a partnership, joint venture, or business relationship between the Township and the Sponsor beyond the advertising arrangement.

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7. Termination of Sponsorship

7.1 Sponsorship agreements may be terminated under the following conditions:

a) **By the Township** – with fourteen (14) days' written notice to the Sponsor. No refund will be issued if the decal is purchased or installed. If the decal has not been purchased or installed, the Township will issue a full refund.

b) **By the Sponsor** – with fourteen (14) days' written notice *to the Township.* No refund will be issued if the decal is purchased or installed. If the decal has not been purchased or installed, the Township will issue a full refund.

c) **Automatic Termination** – if the Sponsor declares bankruptcy, ceases operations, or no longer conducts business. No refund will be issued.

d) **Immediate Termination** – for acts of wilful negligence by the Sponsor resulting in injury, damage, or reputational harm to the Township. No refund will be issued.

7.2 Failure by the Township to act on a previous default does not constitute a waiver of its termination rights.

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8. Dispute Resolution

8.1 Disputes arising from sponsorship agreements that cannot be resolved through negotiation shall be submitted to arbitration under the **Arbitration Act, 1991**.

8.2 The arbitrator's decision will be final and binding. Arbitrators shall not amend or alter agreement terms.

8.3 Each party will bear its own costs and share the arbitrator's costs equally.

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9. Legislative Authority

9.1 This Policy and all related agreements are governed by the laws of the Province of Ontario.

9.2 The Township is subject to the **Municipal Freedom of Information and Protection of Privacy Act (MFIPPA)**. All parties must comply with applicable privacy legislation.

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10. Amendments

10.1 No sponsorship terms may be amended except by a written agreement signed by the Sponsor and the Manager of Community Development (or designate).

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11. Assignments

11.1 Neither the Township nor the Sponsor may assign or transfer a sponsorship agreement without written consent from the other party.

11.2 Sponsorship agreements bind each party and their successors, assigns, and legal representatives.

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12. Indemnification

12.1 Sponsors shall indemnify and hold harmless the Township, its elected officials, employees, officers, and agents from all claims, damages, losses, liabilities, or expenses arising from:

a) breach of the agreement by the Sponsor;
b) injury, illness, death, or property damage related to the Sponsor's activities;
c) acts or omissions (including negligence or malfeasance) of the Sponsor or its representatives;
d) breach of intellectual property rights relating to the Sponsor's logo/message.

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13. Notices

13.1 All formal notices must be provided in writing and may be delivered:

- In person;
- By email (effective upon confirmation of transmission); or
- By prepaid first-class mail (effective seven (7) days after mailing).

13.2 Notices shall be delivered to:

Township of North Frontenac
Manager of Community Development
6648 Road 506
Plevna, ON K0H 2M0
Email: recreation@northfrontenac.ca

Sponsor
As listed in the Sponsorship Agreement.

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14. Severability

14.1 If any provision of a sponsorship agreement is found invalid or unenforceable, the remaining provisions shall continue in full force and effect.

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15. Time of the Essence

15.1 Time is of the essence in all sponsorship obligations.

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16. Acknowledgement

16.1 Sponsors must acknowledge that they have read, understood, and agreed to be bound by the Plevna Rink Board Advertising Sponsorship Agreement.

17. Administration

17.1 The Manager of Community Development (MCD) is responsible for administering this Policy, entering into agreements, maintaining records, and ensuring compliance.

18. Effective Date

This Policy comes into effect upon approval by Council.