

THE CORPORATION OF THE TOWNSHIP OF PRINCE

BY-LAW NO. 2006-16

Being a by-law to authorize execution by the Reeve and Administrator of an agreement between the municipality and the Sault Ste. Marie Regional Conservation Authority.

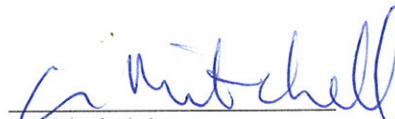
THE COUNCIL OF THE CORPORATION OF THE TOWNSHIP OF PRINCE
HEREBY ENACTS AS FOLLOWS:

1. THAT the Reeve and Administrator be and they are hereby authorized to execute and affix the Corporate Seal to an Agreement between the municipality and the Regional Conservation Authority which Agreement is attached hereto as Schedule "A".
2. SCHEDULE "A"

Schedule "A" forms part of this by-law.

READ THREE TIMES AND PASSED in open Council this 26th day of September, 2006.


Reeve


CAO/Administrator



AN AGREEMENT FOR MUTUAL SHARING OF DIGITAL DATA

THIS AGREEMENT made between the CORPORATION OF THE TOWNSHIP OF PRINCE (hereinafter referred to as "PRINCE") and the Sault Ste. Marie Region Conservation Authority (hereinafter referred to as "SSMRCA").

WHEREAS "PRINCE" has compiled and developed certain digital and tabular data and also negotiated the right of use through other parties of digital and tabular data, (all hereinafter referred to as "DATA");

AND WHEREAS the SSMRCA has requested that the PRINCE allow SSMRCA the use of such Data on a non-exclusive, non-assignable, non-transferable right of use of the information for commercial purposes with no further right to copy, distribute or sell the information;

AND WHEREAS PRINCE is prepared to allow the utilization and use to SSMRCA of such Data on terms as hereinafter set out;

AND WHEREAS the SSMRCA will share to PRINCE such data, free of charge, as the SSMRCA produces with respect to the Source Water Protection Planning Report;

NOW THEREFORE PRINCE and the SSMRCA agree as follows:

1. TERMS AND CONDITIONS

- a) Subject to the terms and conditions of this Agreement, PRINCE hereby allows SSMRCA the right to utilize and use the Data for the purposes of watershed planning.
- b) Notwithstanding PRINCE giving such right to SSMRCA to utilize and use the Data, such Data shall continue to be the property of PRINCE.
- c) In return for PRINCE providing such use of the Data to SSMRCA, SSMRCA agrees to provide, free of charge, any mapping, as associated to the Source Water Protection Planning Report amended Data or information generated as a result of information compiled by SSMRCA as a result of the sharing of such Data by PRINCE, but with no further rights to copy, distribute or sell the information generated by SSMRCA.

2. OUT-OF-POCKET EXPENSES

- a) In consideration of the use of such Data, SSMRCA agrees to pay to PRINCE any costs associated with PRINCE providing such Data to the SSMRCA.

3. EXCLUSIONS AND INDEMNITY

- a) PRINCE makes no warranties, representations or guarantees either express or implied, including but not limited to the effectiveness, accuracy, completeness or fitness for a particular purpose of the information provided to SSMRCA.
- b) SSMRCA agrees to indemnify and save harmless PRINCE, its employees and agents against any and all liability, loss, damages, costs, expense or claims which may arise as a result of the SSMRCA using the Data, save or except any liability, losses, damages, costs, expenses or claims arising from PRINCE or by those for whom PRINCE is at law responsible.

SAULT STE. MARIE REGION CONSERVATION AUTHORITY

Linda Whalen
SIGNATURE/Title
GENERAL MANAGER

October 5, 2006
DATE

[Signature] *Chair*
SIGNATURE/Title

CORPORATION OF THE TOWNSHIP OF PRINCE

Per

W Mitchell
SIGNATURE

Sept. 26/06
DATE