



CORPORATION OF THE TOWNSHIP OF PRINCE

By-Law 2025-06

A By-law for the Data Sharing Agreement Between Prince Township and Sault Ste. Marie Regional Conservation Authority.

WHEREAS Prince Township and the Sault Ste. Marie Regional Conservation Authority have entered into a Data Sharing Agreement for the purposes of supporting planning, conservation, and environmental management initiatives;

AND WHEREAS under the Municipal Freedom of Information and Protection of Privacy Act, R.S.O. 1990, c. M.56, as amended, and other applicable legislation, municipalities are authorized to enter into agreements regarding the sharing of data for planning purposes;

AND WHEREAS the Planning Act, R.S.O. 1990, c. P.13, as amended, provides the framework for municipal planning and may require the exchange of data for planning, environmental, and conservation efforts;

AND WHEREAS it is deemed in the best interest of the community to enter into this agreement to facilitate the exchange of relevant data for enhanced planning and conservation efforts;

NOW THEREFORE the Council of the Township of Prince enacts as follows:

1. Approval of Data Sharing Agreement

The Data Sharing Agreement between **Prince Township and The Sault Ste. Marie Regional Conservation Authority**, attached hereto as **Appendix "A"**, is hereby approved.


2. Execution of Agreement

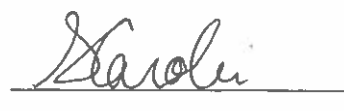
The Mayor and Clerk are hereby authorized to sign the Data Sharing Agreement on behalf of Prince Township and to take all necessary actions to implement the terms and conditions outlined in the Agreement.

3. Effective Date

This By-law shall come into force and effect on the date of its passing.

ENACTED AND PASSED this 14th day of January 2025.


Mayor, Melanie Mageran


Clerk, Sam Carolei







Data Facilitator		
Agency Name: Sault Ste. Marie Innovation Center		
Address: 99 Foster Drive	Unit/Apt. #:	
City/Town: Sault Ste. Marie	Province: Ontario	
Postal Code: P6A 5X6		
Main Contact: Peter Bruijns		
Position: Executive Director		
Phone: 705.942.7927	Extension: 3152	Email: pbruijns@ssmic.com

Data Provider		
Agency Name: The Corporation of the Township of Prince		
Address: 3042 Second Line West	Unit/Apt. #:	
City/Town: Prince Township	Province: Ontario	
Postal Code: P6A 6K4		
Main Contact: Sam Carolei		
Position: Clerk		
Phone: 705.779.2992	Extension: 3	Email: clerk@princetwp.ca

Data Requestor		
Agency Name: Sault Ste. Marie Region Conservation Authority		
Address: 1100 Fifth Line East	Unit/Apt. #	
City/Town: Sault Ste. Marie	Province: ON	
Postal Code: P6A 6J8		
Main Contact: Corrina Barrett		
Position: General Manager		
Phone: 705.946.8530	Extension: 1005	Email: CBarrett@ssmrca.ca

Note: Collectively the Data Facilitator, Data Provider, and Data Requestor shall be referenced as 'the parties'.

I. PURPOSE

Whereas the Data Requestor is seeking live access to data that belongs to the Data Provider,

And whereas the Data Facilitator has access and the means to facilitate the requested data to the Data Requestor,

And whereas the data will be consumed by the Data Requestor for the purpose of:

- a. supporting its municipal and provincial legislative duties within areas under its authority
- b. permitting development projects where infrastructure will be added, modified, or potentially impact municipal or utilities assets.

And whereas the Data Provider is agreeable to release the data being requested to the Data Requestor by means of the Data Facilitator, the parties shall execute the data sharing subject to the terms and conditions set out below:

II. PERIOD OF AGREEMENT

The term of this data-sharing agreement shall commence upon the date of signing this agreement and, subject to a written extension agreed to by the parties, expire on **December 31, 2025**.

III. DESCRIPTION OF DATA

The Data Provider shall share the following layers with the Data Requestor via the Data Facilitator:

Address	Yes	2023 and newer
Prince_TWP_Parcels	Yes	MPAC tables included through a relate. Related tables required as well.
ST_Footprints	Yes	
TRN_Bridge	Yes	
TRN_StreetCentreline	Yes	
TRN_Street_AnnoPrince	Yes	
PRINCETWP_ZONING	Yes	
PRINCETWP_LANDUSE	Yes	

During the date range outlined in section II of this agreement, the Data Requestor may require other additional Data Provider information (GIS Layers). Subject to approval by the Data Provider, and the Data Facilitator, additional information sources may append this data-sharing agreement by means of a written amendment and consisting of an added appendix signed by the parties.

IV. METHOD OF DATA ACCESS OR TRANSFER

The Data Requestor shall guarantee that procedural safeguards are in place to protect the confidentiality and security of individually identifiable records or sensitive record information (if any). Encrypted identifiable information transferred electronically through the Internet, shall be transmission is consistent with the rules and standards promulgated by Federal statutory requirements regarding the electronic transmission of identifiable information.

The Data Requestor shall primarily access the most recent versions of the data listed in part IV using primarily a software-based server connection administered by the Data Facilitator, which complies with the GeoServices REST Specification, and may also include web maps. For back-up and offline usage, an initial copy of the data in its entirety shall be provided to the Data Requestor by the Data Facilitator in a file geodatabase (.gdb) format that includes all feature layers and their related tables.

V. DATA USAGE

The Data Requestor represents and warrants further that, except as specified in an attachment or except as authorized in writing, such data shall not be disclosed,

released, revealed, shown, sold, rented, leased, loaned, or otherwise have access granted to the data or products derived from the data covered by this data sharing agreement to any person.

Direct access to data covered by this data-sharing agreement shall be limited to individuals employed within the Data Requestor's organization resource(s) as listed below in part X of this data-sharing agreement and to the extent necessary to achieve the purpose stated in this section and including other individuals on a need-to-know basis. Temporary employees (interns and/or summer students) will receive supervised access if required and are bound by this agreement.

VI. CONFIDENTIALITY

The Data Requestor acknowledges and agrees that it has appropriate administrative, technical, and physical safeguards to protect the confidentiality of the data and to prevent unauthorized use or access to it.

VII. DISPOSITION OF DATA

The Data Requestor shall destroy all information associated with actual records, which are not related to its legislative record keeping duties, upon request by the data provider at the end of the term of this data-sharing agreement if the term has not been extended or agreement renewed for another term. The data requester shall notify the Data Provider of this effect in writing.

VIII. RESOURCES

Name	Position	Email
Corrina Barrett	General Manager	cbarrett@ssmrca.ca
Christine Ropeter	Assistant Manager	cropeter@ssmrca.ca
Jamie Eaton	Operations Foreman	jeaton@ssmrca.ca
Gerard Lavoie	GIS Specialist	glavoie@ssmrca.ca
Marlene McKinnon	GIS Specialist	mmckinnon@ssmrca.ca
Anjum Amin	Water Resources Engineer	aamin@ssmrca.ca
Debbie Witty	Bookkeeper - Receptionist	nature@ssmrca.ca
John Allard	Operations Assistant	nature@ssmrca.ca

IX. DISCLAIMER, INDEMNITY, AND LEGAL COMPLIANCE

The Data Provider makes no warranties, representations, or guarantees of the accuracy or completeness of any of the information provided. The Data Requestor agrees that while in the care of the data, the Data Requestor shall follow and comply with all applicable laws, statutes, bylaws, and regulations associated with its legislative duties.

The Data Requestor agrees to indemnify, defend and hold the Data Facilitator and the Data Provider, and any of its partners, agents, officers, directors, employees, subcontractors, successors, assigns, third-party suppliers of information and documents, product and service providers, and affiliates (collectively, "Affiliated Parties") harmless from any liability, loss, claim and expense, including reasonable legal fees, related to the data supplied under this data sharing agreement.

X. NO THIRD-PARTY MAY ENFORCE RIGHTS

None of the provisions of this data-sharing agreement or any of the information shared hereunder shall be for the benefit of or enforceable by any third party, including, without limitation, any creditor of either party.

XI. ENTIRE AGREEMENT/AMENDMENTS

This data-sharing agreement constitutes the entire agreement between the parties with respect to the data requested herein and supersedes all prior agreements and understandings, oral and written, among the parties with respect to the information requested herein. This data-sharing agreement may not be amended, modified, or changed in any respect without the written consent of all parties.

XII. SIGNATURES

This data-sharing agreement shall benefit and be binding on the parties and their respective successors and assigns.

In witness whereof, the Agencies' authorized representatives as designated.

Data Facilitator

Organization: Sault Ste. Marie Innovation Center

Name: Peter Bruijns

Position: Executive Director

Signature: _____

Date: _____

Data Provider

Organization: The Corporation of the Township of Prince

Name: Sam Carolei

Position: Clerk

Signature: Carolei

Date: Jan 15th / 25

Data Requestor

Organization: Sault Ste Marie Region Conservation Authority

Name: Corrina Barrett

Position: General Manager

Signature: Barrett

Date: January 7, 2025