

CORPORATION OF THE TOWN OF GANANOQUE

BY-LAW NO. 2011-135

BEING A BY-LAW TO AUTHORIZE THE TOWN OF GANANOQUE TO
ENTER INTO AN AGREEMENT WITH THE MUNICIPAL PROPERTY
ASSESSMENT CORPORATION FOR THE 2012 MUNICIPAL PRODUCTS LICENCE.


WHEREAS by Section 5 of the Municipal Act, 2001, S.O. 2001, c. 25, the powers of a municipal corporation are to be exercised by its Council;

AND WHEREAS the Municipal Act, 2001, S.O. 2001, c. 25, provides that the powers of every Council are to be exercised by Bylaw


NOW THEREFORE be it resolved that the Council of the Corporation of the Town of Gananoque enacts as follows;

1. That the Council hereby authorizes the Town of Gananoque to enter into agreement with the Municipal Property Assessment Corporation for the purpose of providing the 2012 Municipal Products Licence Agreement, as set out in Schedule 'A' attached hereto.
2. That the Mayor and Clerk are hereby authorized to execute the Letter of Engagement.
3. That this bylaw shall come into force and effect on the date of passing.

READ A FIRST, SECOND, and THIRD TIME, passed, signed, and sealed with the corporate seal this 20th day of December, 2011.



Mayor, Erika Demchuk



Clerk, Bonnie Dingwall

Property Assessment Information Licence – Municipalities

This Agreement dated as of the 1st day of January, 2007

Between:

Municipal Property Assessment Corporation (“MPAC”)

And

The Corporation of the Separated Town of Gananoque (“Customer”)

Whereas MPAC agrees to make available to Customer certain property assessment information which MPAC has in its database for use by Customer in its planning requirements and other purposes as stipulated herein,

And Whereas, the parties agree that the following terms and conditions shall apply to the provision of such information to Customer by MPAC (“the Agreement”).

1. Information provided to Customer by MPAC shall consist of that information set out in any product use sheet executed by MPAC and Customer (“Product”), and subject to the terms and conditions of this Agreement including those supplementary terms and conditions set out in the applicable product use sheet.
2. Unless otherwise expressly set out in the applicable product use sheet, the subsequent terms and conditions below shall apply to every Product supplied to Customer, it being agreed that should any conflict exist between the product use sheet and the subsequent terms and conditions, the provisions of the applicable product use sheet shall prevail.
3. MPAC gives Customer a non-exclusive and non-transferable right to use Product: (i) for its own internal planning requirements in accordance with the provisions of S.53 of the *Assessment Act*, and (ii) as otherwise set out in the applicable product use sheet.
4. Customer will not, in any way, modify (except for purposes set out in Paragraph 3), disassemble, reverse engineer, adapt, screen scrape, or otherwise tamper with Product.
5. Customer will not transfer, sell, lend, trade, pledge, sub-license, assign, lease, disseminate or otherwise dispose of Product or any copy or printout of Product, or any part thereof, in any form (whether or not Product or any part thereof is public information) to any other person or entity except (i) as set out in any product use sheet, (ii) to the extent set out in S.53(2) of the *Assessment Act* or (iii) as otherwise required by law. In particular, the Product, or any part thereof, shall not be posted or transmitted on any publicly accessible network, including the Internet, or on any network that does not have secure access by internal authorized users only.
6. Notwithstanding the provisions of Paragraph 5 herein, upon prior written notification to MPAC, Customer may supply Product to a consultant, contractor, agent or supplier (“Consultant”) retained by Customer for a discrete internal planning purpose of Customer or a purpose set out in the applicable product use sheet provided that prior to delivery of Product to Consultant, Customer has an executed contract with Consultant wherein Consultant agrees to adhere to the terms and conditions contained in this Agreement.
7. Customer acknowledges that Product is confidential technical and commercial information of MPAC and its licensors which may include Teranet Inc. and its affiliates and the Province of Ontario (“Suppliers”) and agrees to ensure that Product will be used only by those employees of Customer and Consultant who have a need to know Product to perform that aspect of Customer’s planning purposes or purpose set out in the applicable product use sheet within their mandate.

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8. Customer acknowledges that (i) copyright, trade secret rights and other intellectual property and proprietary rights reside in Product, (ii) MPAC and its Suppliers, hold copyright and other intellectual and proprietary rights in Product and all right, title and interest in and to the Product will at all times be vested in and remain the property of MPAC and its Suppliers, (iii) no change made to Product, however extensive, shall affect or negate the right, title and interest of MPAC and its Suppliers in and to the Product; (iv) no ownership rights in and to the Product are transferred to Customer, and (v) MPAC reserves all copyright, trade secret, intellectual property and proprietary rights not expressly granted hereunder.

9. Customer shall make best efforts to ensure that Product is stored on its system or otherwise handled such that Product is secure from unauthorized access.

10. Customer acknowledges that (i) MPAC provides Product on an "as is" and "where available" basis and makes no guarantee, warranty, representation or condition of accuracy, completeness, usefulness for Customer's purpose or intent to provide updates, fixes, maintenance or support, (ii) MPAC and its Suppliers expressly disclaim all warranties, representations or conditions, express or implied, including warranties of merchantability and fitness for use, non infringement of third party rights or those arising by law or by usage of trade or course of dealing and (iii) all risk as to the results and performance of Product is assumed by Customer.

11. Customer agrees that (i) MPAC and its Suppliers shall not be liable to Customer or any other person for any late delivery of Product, loss of revenue, profit or savings, lost or damaged data or other commercial or economic loss or for any indirect, incidental, special or consequential damages whatsoever, even if MPAC or its Suppliers have been advised of the possibility of such damages or for claims of any nature by a third party, (ii) such limitation of liability shall apply whether or not liability results from a fundamental term or condition or a fundamental breach of this Agreement, arising from use of Product or otherwise (and whether arising in contract, tort or under any other theory of law or equity) under, arising from, connected with or related to, this Agreement, (iii) Customer agrees to indemnify and hold harmless MPAC and its Suppliers and their respective officers, directors, employees and representatives from and against all claims, actions, damages or losses in respect of any breach of this Agreement by Customer, its Consultant or any third party and (iv) in respect of the indemnity provided in this Paragraph 11(iii) the Customer will pay resulting costs, damages, reasonable legal fees, penalties and expenses finally awarded. Subject to the above limitations, MPAC's maximum aggregate liability hereunder is limited to replacement of any defective medium (other than deliveries through MPAC's website) containing Product upon return of such defective medium to MPAC.

12. Where Product is supplied by MPAC through MPAC's website, Customer recognizes that the operation of MPAC's website may not be uninterrupted or secure. Without limiting the foregoing disclaimer, MPAC makes no representation, warranty or condition that (i) its website is compatible with Customer's equipment and/or software, (ii) its website will be continuously available or will function without interruption, (iii) its website will be error free or that errors will be corrected, (iv) use of its website will be free of viruses or other destructive or disruptive components or (v) use of its website will not infringe the rights (including intellectual property rights) of any person.

13. Customer acknowledges that: (i) unauthorized disclosure of Product could reasonably be expected to significantly prejudice the competitive position of MPAC and its Suppliers and, absent any final decision or order of any competent court or tribunal, will not disclose Product to any other person without the written consent of MPAC and, (ii) Customer will give, where reasonably practical, at least three business days notice to MPAC of the possibility of any such decision, order or decision and will cooperate with MPAC and its Suppliers in respect thereto.

14. Customer agrees to comply with (i) privacy guidelines which (a) may be issued from time to time by any Supplier, (b) pertain to collection, use, storage and disclosure of personal information in conjunction with or relating to Product and (c) have been forwarded by MPAC to Customer (there being no guidelines in existence as of the date of execution of this Agreement) and (ii) all applicable laws including those relating to privacy and access to information.

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15. Customer agrees to maintain adequate records for at least two years subsequent to the end of the term of this Agreement to substantiate compliance with this Agreement, and upon reasonable written notice, to permit access during business hours to its premises, equipment and software to allow electronic or manual audits to be conducted by MPAC or its representatives.

16. Customer shall ensure that any notices accompanying Product, including notices regarding copyright, ownership, and use restrictions are not removed from Product.

17. MPAC may terminate this Agreement (and thereby cessation of right of Customer to use Product) upon written notice to Customer where, (i) in the opinion of MPAC, acting reasonably, Customer is in breach of any of the provisions of this Agreement unless within ten days of such notice Customer has remedied the breach to the reasonable satisfaction of MPAC or (ii) if this Agreement conflicts with any applicable law or legal instrument arising thereunder. In addition to or in lieu of termination rights, Customer agrees that MPAC is entitled to injunctive relief to restrain any continuation of a breach of the Agreement after receipt of written notice to Customer to cease activities causing the breach.

18. Customer agrees to destroy Product upon termination of this Agreement and when Product is no longer required for the purposes set out in this Agreement, and upon request of MPAC, Customer will provide written confirmation of same. Notwithstanding the foregoing, provided Customer is not in breach of the provisions of this Agreement Customer may continue to use any Product after December 31, 2007, except a Product supplied through MPAC's website, as long as such use is in accordance with the provisions of this Agreement.

19. This Agreement is not assignable, either in whole or in part, by Customer, without the prior written consent of MPAC.

20. The term of this Agreement shall commence the date the last of the Customer and MPAC executes this Agreement and shall terminate on the earlier of (i) December 31, 2007 (ii) the date upon which the parties execute a new agreement in respect of the version of Product for 2008 or (iii) the date on which this Agreement is terminated pursuant to the provisions herein.

21. This Agreement, including all product use sheets, constitutes the entire Agreement in respect of the Product and replaces and supersedes any earlier agreements, undertakings, arrangements or otherwise, verbal or in writing, between the parties in respect of the Product.

22. Notwithstanding that this Agreement has been terminated, paragraphs 4, 5, 8, 10, 11, 13, 15 and 18 shall survive the termination of the Agreement.

23. This Agreement shall be construed and interpreted in accordance with the laws of the Province of Ontario and Customer agrees to attorn to the courts of Ontario for resolution of any dispute hereunder.

24. Unless otherwise advised in writing, any notice to be delivered hereunder shall, in the case of Customer, be to its Clerk at the City Hall of the Corporation and, in the case of MPAC shall be to the Vice-President, Customer Relations, 1305 Pickering Parkway, Pickering, Ontario L1V 3P2.

The parties acknowledge and agree with the provisions of this Agreement by signing below:

Municipal Property Assessment Corporation

Per: _____

Title: _____

Date: _____

The Corporation of the Separated Town of Gananoque

Per: _____

NAME & TITLE: Erika Demchuk
Mayor, Erika Demchuk

NAME & TITLE: Bonnie Dingwall
Clerk, Bonnie Dingwall

Date: Dec 10/2011

November 16, 2006

MPAC Products Licence Agreement

Explanatory Notes

The following paragraphs have been developed to as a guide to summarize and clarify the terms and conditions of MPAC's new licence agreement. Each paragraph relates to the numbered clause of the licence agreement.

- 1) Introduces the concept of a Product Use Sheet. The Product Use Sheets enable the municipality to sign a foundation Licence covering all products and the Product Use Sheets, which provides the exceptions, terms and conditions specific to each product.
- 2) Recognizes that all 24 paragraphs in the foundation Licence agreement apply to each product. However, any provision of the foundation Licence can be overridden by the unique conditions that are reflected in the Product Use Sheets.
- 3) Provides the municipality with a non-exclusive and non-transferable right to use MPAC products for the following purposes.
 - For the municipality's internal planning requirements in accordance with the provisions of Section 53 of the *Assessment Act*.
 - To meet those municipal obligations where a statute specifies use of assessment roll data ("statutory obligations"), such as under the:
 - i. *Municipal Act* – to issue property tax bills,
 - ii. *Development Services Act, Drainage Act* and other relevant Acts - to issue a notice by mail to an owner at the address shown on the last revised assessment or, if applicable, to the address shown on the notice of a change of ownership of land received by the clerk, and
 - To better serve the needs of property taxpayers as outlined in the applicable Product Use Sheets.
- 4) Indicates that the municipality will not modify the Product except for those purposes identified in Paragraph 3.
- 5) Re-enforces paragraph 3 and indicates that the municipality will not share any product, except where it is required to meet its statutory obligations, municipal planning requirements or to provide enhanced service to municipal taxpayers as outlined in the Product Use Sheet. Further, the municipality will not display assessment-related data in a publicly accessible location without a signed MPAC Product Use Sheet.
- 6) Provides flexibility for the Municipality to engage a Consultant to: assist with municipal planning, to meet a statutory obligation or provide enhanced service to taxpayers, providing MPAC is notified and the Municipality has contractually bound the Consultant before the product is delivered to the Consultant.
- 7) Recognizes that MPAC is not necessarily the owner of all the data contained in the product. Further, it recognizes that only designated individuals involved in the planning process or in meeting the municipality's statutory obligations will use the product.
- 8) This paragraph recognizes that MPAC and/or its suppliers hold any copyright, intellectual and proprietary rights to the products.
- 9) Reinforces that the municipality will ensure that the products are secure and protected from unauthorized access.
- 10) While MPAC will endeavour to deliver consistently high quality products in a timely fashion, this paragraph recognizes that problems or errors may occur and MPAC provides no guarantee or warranty for the products.

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- 11) Similar to paragraph 10, this paragraph recognizes that problems may occur and MPAC is not liable for late delivery, problems or errors in the products. Additionally, it recognizes that the municipality is responsible to MPAC and its suppliers should it breach this agreement. The municipality may wish to include similar provisions in any sub-license agreements to ensure that the municipality is indemnified as well.
- 12) Similar to paragraphs 10 and 11, this paragraph contains specific disclaimers regarding the delivery of products through MPAC's web site.
- 13) This paragraph recognizes that MPAC and its suppliers could suffer commercially by any unauthorized product disclosure.
- 14) This paragraph is covered in MPAC's existing licence agreements. It has been expanded in the new agreement and requires adherence to all relevant privacy and access to information laws and any privacy guidelines issued by MPAC's suppliers.
- 15) Indicates that the municipality will maintain adequate records for at least two years and, if required, MPAC may conduct an audit of the municipality's records and/or systems to ensure compliance with the agreement. This clause is common in intellectual property licences and is a business requirement for MPAC.
- 16) The municipality will ensure that any copyrights, ownership notifications and use restrictions are not removed from the products.
- 17) This paragraph indicates that the Agreement will be terminated if the municipality continues to be in breach of the Agreement after receiving notice from MPAC. Additionally, this paragraph recognizes that MPAC could move for injunction to prevent continued breach.
- 18) Enforces the use of the product for the term of the Agreement (and for non-online products used beyond the term) and indicates that the municipality will destroy the products if the Agreement is terminated.
- 19) The agreement is expressly confined for use by the municipality.
- 20) This sets out the term of The Agreement.
- 21) This paragraph completes the Agreement and clearly rules out any other "understandings" between the parties. For example, if the terms and conditions are not included in the foundation agreement or product use sheets, it is not part of the Agreement unless parties sign some form of amending documentation.
- 22) This paragraph indicates that if the Agreement is terminated, the cited paragraphs will continue to exist.
- 23) Indicates that the laws of Ontario govern this Agreement. If the Municipality retains a Consultant who is based outside Ontario, the Municipality, in its contract engaging the Consultant, needs to ensure this clause is included in the contract with the Consultant.
- 24) Added for completeness so parties know to whom and where any notices contemplated by the parties should be sent.

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**ASSESSMENT ROLL ON MUNICIPAL
KIOSK PRODUCT USE SHEET**

This Product Use Sheet when executed by both MPAC and Customer forms part of the Agreement dated as of the 1st day of January 2007 between MPAC and Customer. ("The Agreement")

1.0 PRODUCT DESCRIPTION

A publicly accessible Information Terminal or Kiosk at the municipal office that may contain municipal information and only those data elements that appear on the Customer's Assessment Roll.

2.0 PRODUCT USE

Provide the general public with access to an electronic copy of the Assessment Roll during Customer's regular business hours subject to the conditions listed on this Product Use Sheet.

3.0 PRODUCT FORMAT

MPAC supplied Data Elements extracted digitally by Customer.

4.0 PRODUCT DELIVERY FREQUENCY

For MPAC Data Elements, via annual release of the Year-end Tax Tape or CD Roll.

5.0 PRODUCT FEE

None

6.0 SUPPLEMENTARY TERMS AND CONDITIONS

1. Product is displayed on the Customer Information Terminal or Kiosk only.
2. Access to Assessment Roll information is limited to (i) search by roll number or property address only and (ii) single-page screen print by screen for individual properties.
3. MPAC shall have a right to approve the use of MPAC name by Customer and to otherwise monitor Customer's Terminal/Kiosk.

All other Terms and Conditions are covered in The Agreement.

The parties agree to the foregoing provisions contained in this Product Use Sheet.

MUNICIPAL PROPERTY ASSESSMENT CORPORATION

Vice-President Customer Relations
I have the authority to bind MPAC

Date

THE CORPORATION OF THE SEPARATED TOWN OF GANANOQUE



Mayor, Erika Demchuk



Clerk, Bonnie Dingwall

Date: Dec 10 / 2011

I have the authority to bind the Municipality

MUNICIPAL WEB SITE

ENHANCED ACCESS TO ASSESSMENT DATA ELEMENTS PRODUCT USE SHEET

This Product Use Sheet when executed by both MPAC and Customer forms part of the Agreement dated as of the 1st day of January 2007 between MPAC and Customer. ("The Agreement")

1.0 PRODUCT DESCRIPTION

A site on the Customer's web site that provides password-protected access to the following Assessment Data Elements supplied by MPAC under MPAC Product Year-end Tax Tape, CD Roll, CD OASYS or any other MPAC product approved by MPAC: **Assessment Roll Number, Property Address, Property Location Description, Property Code, Property Code Description, Lot Area, Lot Frontage, Lot Depth, Property Classification(s) and Current Value Assessment(s)**. Additionally, the Current Value Assessments from previous years may be listed.

2.0 PRODUCT USE

A password-protected site on the Customer's web site intended for property owners' personal use only and subject to the terms and conditions listed on this Product Use Sheet.

3.0 PRODUCT FORMAT

MPAC supplied Data Elements extracted digitally by Customer. Data elements from non-MPAC sources may be displayed in conjunction with MPAC data elements. No sales information will be displayed on this site.

4.0 PRODUCT DELIVERY FREQUENCY

For MPAC Data Elements, via quarterly release of CD OASYS, annual release of the Year-end Tax Tape or CD Roll, or any other product distributed by MPAC. For Customer supplied data, as provided by Customer.

5.0 PRODUCT FEE

None

6.0 SUPPLEMENTARY TERMS AND CONDITIONS

1. Product is displayed on the Customer web site only.
2. Customer limits access to the Product to (i) property owners whose properties are located within the Customer jurisdiction; (ii) PIN-protected access on a view-only basis on Customer web site, (iii) search by roll number, property address and/or a parcel map with point and click selection capability and (iv) display property information for only one property at a time.
3. Customer shall require property owners to "Accept" the Customer's web-based terms and conditions for use before proceeding to access the Product. Such terms and conditions will (i) require property owners to use the Product for their own assessment and taxation purposes and (ii) must reflect the terms and conditions of the Agreement.
4. Customer will implement online security features to help prevent automated-access to and/or screen scraping of the Product.
5. MPAC shall have a right to approve the use of MPAC name by Customer and to otherwise monitor Customer's website.
6. Where, under another licence agreement, Customer is licensed by either MPAC or a third party to receive Ontario Parcel data, Customer shall be entitled to use the data elements in this Product Use Sheet in conjunction with Ontario Parcel data in accordance with the provisions of such other licence agreement and The Agreement.
7. Where Customer becomes aware that a property owner is in breach of the Customer's web-based terms and conditions of use, Customer will promptly notify the property owner of the breach and, if after reasonable notice property owner continues to be in breach, Customer will revoke access to Product by such property owner.
8. Other sites on Customer web site may contain other Customer-owned products and/or services.

All other Terms and Conditions are covered in The Agreement.

The parties agree to the foregoing provisions contained in this Product Use Sheet.

MUNICIPAL PROPERTY ASSESSMENT CORPORATION

Vice-President Customer Relations
I have the authority to bind MPAC

Date

THE CORPORATION OF THE SEPARATED TOWN OF GANANOQUE

Erika Demchuk
Mayor, Erika Demchuk

Bonnie Dingwall
Clerk, Bonnie Dingwall

Date: Dec 10/2011

I have the authority to bind the Municipality

MUNICIPAL WEB SITE ASSESSED VALUE LOOKUP PRODUCT USE SHEET

This Product Use Sheet when executed by both MPAC and Customer forms part of the Agreement dated as of the 1st day of January 2007 between MPAC and Customer. ("The Agreement")

1.0 PRODUCT DESCRIPTION

A site on the Customer's web site that provides access to only the following assessment data elements from the current Assessment Roll, supplied by MPAC under MPAC Product Year-end Tax Tape or CD Roll: **Assessment Roll Number, Property Location, Current Value Assessment(s) and Property Classification(s).**

2.0 PRODUCT USE

A site on the Customer's web site intended for personal use only and subject to the terms and conditions listed on this Product Use Sheet.

3.0 PRODUCT FORMAT

MPAC supplied Data Elements extracted digitally by Customer. Data elements from non-MPAC sources may be displayed in conjunction with MPAC data elements. No sales information will be displayed on this site.

4.0 PRODUCT DELIVERY FREQUENCY

For MPAC Data Elements, via annual release of the Year-end Tax Tape or CD Roll. For Customer supplied data, as provided by Customer.

5.0 PRODUCT FEE

None

6.0 SUPPLEMENTARY TERMS AND CONDITIONS

1. Product is displayed on the Customer web site only.
2. Customer limits access to the Product to (i) access on a view-only basis on Customer web site, (ii) search by roll number, property address and/or a parcel map with point and click selection capability and (iii) display property information for only one property at a time.
3. Customer shall require users to "Accept" the Customer's web-based terms and conditions for use, at each login, before proceeding to access the Product. Such terms and conditions will (i) require users to use the Product for their own assessment and taxation purposes and (ii) must reflect the terms and conditions of the Agreement.
4. Customer will implement online security features to help prevent automated-access to and/or screen scraping of the Product.
5. MPAC shall have a right to approve the use of MPAC name by Customer and to otherwise monitor Customer's website.
6. Where, under another licence agreement, Customer is licensed by either MPAC or a third party to receive Ontario Parcel data, Customer shall be entitled to use the data elements in this Product Use Sheet in conjunction with Ontario Parcel data in accordance with the provisions of such other licence agreement and The Agreement.
7. Where Customer becomes aware that a user is not in compliance with Customer's web-based terms and conditions of use or the terms and conditions have been breached, Customer will promptly notify the user of the breach and, if after reasonable notice user continues to be in breach, Customer will revoke access to Product by such user.
8. Customer web site may contain other Customer-owned products and/or services.

All other Terms and Conditions are covered in The Agreement.


The parties agree to the foregoing provisions contained in this Product Use Sheet.

MUNICIPAL PROPERTY ASSESSMENT CORPORATION


Vice-President Customer Relations
I have the authority to bind MPAC

Date

THE CORPORATION OF THE SEPARATED TOWN OF GANANOQUE



Mayor, Erika Demchuk



Clerk, Bonnie Dingwall

Date: Dec 10 / 2011

I have the authority to bind the Municipality

MUNICIPAL CONNECT™

PRODUCT USE SHEET

This Product Use Sheet when executed by both MPAC and Customer forms part of the Agreement dated as of the 1st day of January 2007 between MPAC and Customer. ("The Agreement")

1.0 PRODUCT DESCRIPTION

Municipal Connect™ provides the Customer with access to assessment information via MPAC's Municipal Connect™ website using a unique username and password. Access to the system is delivered to the Municipal Administrator who then has authority to distribute the product to be used in accordance with the terms and conditions listed on this Product Use Sheet.

2.0 PRODUCT USE

- i) To meet Customer's own internal planning requirements in accordance with the provisions of S.53 of the *Assessment Act*;
- ii) To use those assessment data elements extracted from the Product, which are expressly set out in any Ontario statute or regulation for the purpose set out in such statute or regulation;
- iii) To generate queries and extract data for manipulation in 3rd party software;
- iv) To provide a property owner, upon request, with paper copies of owner's property information (except General Property Enquiry screen, which contains the new assessment base year value). Where the Customer subscribes to the Municipal Connect™ GIS Viewer, Customer can provide the property owner with a copy of the parcel map for their property;
- v) Upon request pursuant to the provisions of the Health Protection and Promotion Act (HPPA), to provide under sub-licence to a medical officer of health the information extracted from the Product to be used for HPPA purposes.

3.0 PRODUCT FORMAT

MPAC's Municipal Connect™ is an Internet-based website.

4.0 PRODUCT DELIVERY FREQUENCY

Municipal Connect™ is updated on a regular basis to reflect the most recent information available. Customer can extract the **OASYS Bulk Data Transfer** (formerly CD OASYS) report from Municipal Connect™, free of charge, to a maximum of four times per year. The **Assessment Roll Bulk Data Transfer** (formerly CD Roll) report is provided, free of charge, annually to reflect assessment information as of the roll return date.

5.0 PRODUCT FEE

There is no charge to the Customer for Municipal Connect™.

6.0 SUPPLEMENTARY TERMS AND CONDITIONS

1. Where, under another licence agreement, Customer is licensed by either MPAC or a third party to receive Ontario Parcel data, Customer shall be entitled to use Municipal Connect™ in conjunction with Ontario Parcel data in accordance with the provisions of such other licence agreement.
2. The Municipal Administrator is identified pursuant to the "Municipal Connect - Request for Administrator's Account" document.

All other Terms and conditions are covered in The Agreement.

The parties agree to the foregoing provisions contained in this Product Use Sheet.

MUNICIPAL PROPERTY ASSESSMENT CORPORATION

Vice-President Customer Relations
I have the authority to bind MPAC

Date

THE CORPORATION OF THE

Erika Demchuk

Mayor, Erika Demchuk

Bonnie Dingwall

Clerk, Bonnie Dingwall

Date: Dec 10/2011

I have the authority to bind the Municipality

28-Nov-06