

January 14, 2020.

Report To: Travis Rob, O&F Manager

From: Trish Law, GIS Expert

SUBJECT: Data Request Hilderman Thomas Frank Cram (HTFC)

On January 9, 2020 I was advised by Travis Rob that Hilderman Thomas Frank Cram (HTFC) requested the Town's GIS data for use in the Gate to Market Square and Shevlin Wood Yard Land Use and Economic Development Feasibility Study. A signed copy of the Town's Geospatial Data Share Agreement has been forwarded by Glen Manning of HTFC, along with a letter asking for the shapefiles and imagery to be granted at zero cost. HTFC previously held a Geospatial Data Share Agreement with the Town back in 2010 for the Heritage Tourism project.

The data currently being requested from the Town for use is watermains, valves, hydrants, sewer mains, manholes, storm mains, catch basins, storm manholes, road centerlines, property lines, and aerial imagery. The cost of the layers requested is 10 @ 304.20 plus HST for vector data and \$1216.55 plus HST for the 2007 aerial photograph as per the current User Fee Schedule and \$0 for the 2017 aerial photograph as per our current use agreement with the Ministry of Natural Resources and Forestry.

For references purposes, this is a listing of current Geospatial License Agreements with the Town:

- Ministry of Natural Resources (2009, 2010) - \$0 data exchange
- Union Gas (2009) - \$0 data exchange
- Rainy River District OPP (2009) - \$0 through Community Services
- Centra Transmission Holdings Inc./EFG (2010) - paid \$1071.00 (including HST)
- Hilderman Thomas Frank Cram (2010) - \$0 working for TOFF
- Hynde Paul Planners/Quartek (2010) - \$0 working for TOFF
- KGS Group, Winnipeg (2010) - \$0 working for TOFF
- Neegan Burnside (2011) - paid \$3809.68 (including HST)
- rePlan (2014) - \$0 fees waived for newGold development
- Vastamaki Consulting Service (2014) - \$0 working for FFPC
- Saulteaux Consulting and Engineering (2014) - \$0 working for FFPC
- Rainy River District Stewardship (2015) - \$0 tree inventory
- Rainy River District School Board (2015) - \$0 partner for tree inventory
- GISbiz (2016) - \$0 working for FFPC
- TBAYTEL/Telecon - paid \$639.40 (including HST)
- Fire Underwriters (2017) - \$0 request approved by Council
- OPP (2018) - \$0 request approved by Council
- Infratech Services (2019) - \$0 request approved by Council, working for TOFF
- Fire Underwriters Survey - \$0 request, currently in progress

- Telecon (2019) - \$337.98 (including HST) – currently in progress

After consideration of this request, I recommend the Town entering into a new Geospatial Data License Agreement with Hilderman Thomas Frank Cram, and that the data be distributed at \$0, as Hilderman Thomas Frank Cram is currently contracted for work for the Town.

Respectively Submitted,



Trisha Law, MGIS
GIS Expert

January 9, 2020

Travis Rob, P.Eng.
Manager of Operations & Facilities
Town of Fort Frances
320 Portage Avenue
Fort Frances, ON P9A 3P9

**RE: Request for Waiver of Fees – Fort Frances Geospatial Data Agreement
Gateway to Market Square and Shevlin Wood Yard Land Use and Economic Development
Feasibility Study**

Dear Travis:

We have signed and attached the GIS License Agreement (2020) provided for the *Gateway to Market Square and Shevlin Wood Yard Land Use and Economic Development Feasibility Study*. We agree to abide by all conditions; however, we respectfully request a waiver of license fees, as this work is being done for the Town of Fort Frances at their request. The data obtained will be used solely for this contract and will be removed from all hard drives at HTFC and their subconsultants upon completion and acceptance of the work.

Please let me know if this is acceptable.

Sincerely,



Glen Manning, FCSLA
Managing Principal

Town of Fort Frances Geospatial Data License Agreement

THIS AGREEMENT made to be effective this 9th day of January 2020
(Day) (Month) (Year)

BETWEEN:

THE CORPORATION OF THE TOWN OF FORT FRANCES
(“The Town of Fort Frances”)

- and -
HTFC Inc.

 (“Licensee”)

WHEREAS The Town of Fort Frances has produced digital imagery and infrastructure data within the limits of The Town of Fort Frances (hereinafter referred to as Licensed data). The Town of Fort Frances is the owner of the intellectual property rights of the Licensed data addressed by the terms and conditions set forth in this Agreement.

AND WHEREAS the Licensee has requested a license from The Town of Fort Frances permitting the Licensee to utilize The Town of Fort Frances’ digital mapping products and information (Licensed data), on the terms and conditions set forth in this agreement.

AND WHEREAS The Town of Fort Frances agrees to provide the Licensee with a non-exclusive, non-assignable & non-transferable perpetual license to utilize the digital mapping products and information (Licensed data) based upon the terms and conditions set forth in this Agreement;

THEREFORE, in consideration of the mutual benefits to be realized under this agreement, the parties hereto agree as follows:

1. Permitted use: The Licensee shall not lease, sell, sublet, distribute, transfer or assign the Licensed data or any derivatives, enhanced products or hard copy products created from the Licensed data to any other person or organization without the expressed written consent of The Town of Fort Frances. This includes the right of use or partial use of the Licensed data. Failure to adhere to this will result in the termination of the License Agreement.

2. Copies: The Licensee may only make one copy of the Licensed data for back-up purposes only and not for use by any other person or organization. This back up shall only be used if a problem occurs with the original data. The Licensed data may be used in more than one computer at one time, provided all computers are solely owned and operated by the Licensee.

3. **Licensed data:** All Licensed data is in ESRI shapefile format, with the exception of the digital aerial photography. The coordinate system is UTM Zone 15N, NAD83. The Town of Fort Frances may consider, but shall not be obliged to provide the Licensed Data in other GIS or digital file formats as may be requested by the Licensee for its mapping system requirements.

4. **Maintenance:** The data licensed from The Town of Fort Frances is licensed for the Licensee's use only, not for resale or exchange with other parties. Licensed data is distributed "AS IS" on a one-time basis and The Town of Fort Frances is under no obligation to inform the Licensee of any changes, updates or alterations to the data. The Licensee will not receive any updated data, unless a new license request is made. Available data is in "raw" format and is not a finished map product.

5. **Reserved Rights:** The Town of Fort Frances shall retain all rights, title and interest to the Licensed data in all formats, languages and media. This includes copyrights, intellectual property, all other proprietary rights and the right to license the digital data covered by this Agreement to other users. The Licensed data shall continue to be the exclusive property of the Town of Fort Frances.

6. **Copyright:** Any paper or hard copy products derived from the Licensed data shall clearly indicate the source of the Licensed data and its copyright. If the data is modified in any way, this must be described with the source information. The Licensee agrees to not misrepresent The Town of Fort Frances Licensed data, nor imply that The Town of Fort Frances has approved any changes made by the Licensee, unless the Town of Fort Frances has granted expressed written permission.

7. **Warranty:** The Town of Fort Frances makes no warranty, expressed or implied, to the use of the Licensed data. Use of the Licensed data is done at the user's own risk and The Town of Fort Frances shall not be liable for any problems; including financial or business loss, the fitness of the Licensed data with other datasets, installation of the Licensed data and or any foreseeable or unforeseeable damages which may result from the use of the Licensed data.

8. **Data Delivery:** Orders for Licensed data sets do not have priority over other projects and work demands of The Town of Fort Frances Engineering Department. Significant delays may occur in such instances as staff shortages or schedule constraints. All efforts will be made to prepare and distribute Licensed data in a timely fashion. The Town of Fort Frances assumes no liability for shipping costs incurred, nor any damage to the Licensed data that may occur during shipping. The standard method of data delivery will be CD (Compact Disc).

9. **Fees:** The Town of Fort Frances licenses use of the Licensed data set in consideration of payment by the Licensee of the appropriate fee set out in the

current Schedule of Fees for the Town of Fort Frances and as illustrated in the attached price schedule. Fees paid are non-refundable. Data exchanges between the Licensee and The Town of Fort Frances will be considered.

10. Termination: The Town of Fort Frances may terminate this Agreement at any time, for any reason. Any violation of the license renders it null and void. This agreement will terminate automatically, without notice, if the Licensee fails to comply with any of the terms of this agreement. The Licensee may elect to terminate this Agreement at any time. Licensee user rights expire on the revocation of this license. Any and all copies of the Licensed data must be returned to The Town of Fort Frances within 30 days from the date this license expires or immediately if the license is revoked.

11. Third-Party Requests: If the Licensee receives a third party request for the Licensed data, the Licensee shall provide The Town of Fort Frances' contact information to the third party.

12. The terms of this agreement shall be in force from the date of execution or delivery of the Licensed Data, whichever is the later, and shall continue unless terminated under the provisions of this Agreement.

13. This Agreement constitutes the entire agreement and understanding of both parties as to the scope of this license and supersedes any and all prior agreements, warranties, understandings, discussions, negotiations and commitments, either written or oral, expressed and or implied between them.

14. Amendments to this agreement, be it the terms or provisions, must be elected in writing and signed by both parties.

15. This Agreement shall be subject to and interpreted in accordance with the Laws of the Province of Ontario.

16. This agreement is binding to both parties but does not constitute a relationship of partnership, or joint venture between the two parties.

Town of Fort Frances

By (Signature): _____

I have the authorization to bind the Corporation

Position/Title: _____

Name (Print): _____

Date: _____

By (Signature): _____

I have the authorization to bind the Corporation

Position/Title: _____

Name (Print): _____

Date: _____

*****Please be advised that all agreements must be discussed with the Engineering Department (GIS) prior to signing.***

**Glen
Manning**

Digitally signed by Glen Manning
DN: cn=Glen Manning, o=HTFC
Planning & Design, ou,
email=gmanning@htfc.mb.ca,
c=CA
Date: 2020.01.09 13:55:39 -06'00'

LICENSEE

By (Signature): _____

I have the authorization to bind the Corporation

Position/Title: Principal

Name (Print): Glen Manning

Date: January 9, 2020

By (Signature): _____

I have the authorization to bind the Corporation

Position/Title: _____

Name (Print): _____

Date: _____

DATA LICENSE INFORMATION:

Data Available:

Infrastructure (separate layers): Sanitary Sewer manholes and mains; Storm Sewer manholes, catch basins, and mains; Water Distribution System mains, hydrants, and mainline valves; Road centre lines

Base Data: base map (with or without addresses), aerial photography (colour, April 2007 .ecw format only)

Data Requested:

all of the above, addresses not required.

Data Delivery Type:

☐ CD (mail) ☒ Digital transfer (email) ☐ hard copy (paper)

Disclaimer: Please be advised that the GIS data within The Town of Fort Frances' database is in a constant state of update. Every effort has been made to ensure that the Licensed data is the most current, updated version.

2020 Fee Schedule:

Hard Copy Maps: 8 1/2" X 11" - \$6.10; 11" X 17" - \$12.15; 24" X 36" \$30.40

2007 Digital Aerial Photography: \$1216.55 (.ecw format only)

Shapefiles: \$304.20 per infrastructure shapefile layer
\$304.20 – base map (property lines and address numbers only)

*prices do not include applicable H.S.T.