

June 11, 2014

Report To: Mayor & Council

From: Doug Brown, Manager of Operations & Facilities

SUBJECT: Vastimaki Consulting Service & Saulteaux Consulting & Engineering Request for Town's Geospatial Data in connection with being completed by Fort Frances Power Corporation (FFPC)



Please find attached a report prepared by Trisha Law, GIS Expert outlining all the background information and the request from both Vastimaki Consulting Service & Saulteaux Consulting & Engineering for the Town's Geospatial Data free of charge.

It is our understanding that the geospatial data is going to be utilized by these two consultants in preparing a fibre project for Fort Frances Power Corporation.

The O & F executive committee recommends the following;

- 1) The Town enter into a geospatial data license agreement with both Vastimaki Consulting Service & Saulteaux Consulting & Engineering where the Mayor and Clerk be authorized to bind the Corporation of the Town of Fort Frances.
- 2) That the fees be waived to both Vastimaki Consulting Service & Saulteaux Consulting & Engineering as they have been retained by Fort Frances Power Corporation to complete a fibre project within the community.

Respectfully Submitted
Operations & Facilities Division

A handwritten signature in black ink that reads "Doug Brown".

Doug Brown, P. Eng.
Operations and Facilities Manager

Council approval of this report will ensure the following:

- 1) The Town enter into a geospatial data license agreement with both Vastimaki Consulting Service & Saulteaux Consulting & Engineering where the Mayor and Clerk be authorized to bind the Corporation of the Town of Fort Frances.
- 2) That the fees be waived to both Vastimaki Consulting Service & Saulteaux Consulting & Engineering as they have been retained by Fort Frances Power Corporation to complete a fibre project within the community.

2014JuneGeospatialDataLicenceagreementFFPC

RECOMMENDED

JUN 18 2014

DIR. MNC.

Doyle

EXECUTIVE COMM.

Pruden

June 10, 2014.

Report To: Doug Brown, O&F Manager

From: Trish Law, GIS Expert

SUBJECT: Geospatial Data License Agreement with Vastamaki Consulting Service & Saulteaux Consulting and Engineering (consultants working for FFPC)

In early June 2014, I was contacted by Joerg Ruppenstein to provide data for two consulting firms working on a fiber project for Fort Frances Power Corporation, Saulteaux Consulting and Engineering and Vastamaki Consulting Service. The data requested included the aerial photograph and base map from the Town of Fort Frances database, as well as the poles and lines from the Fort Frances Power Corp database. Fort Frances Power Corporation has already signed a Geospatial Data License Agreement for access to their poles and lines (June 4, 2014 & June 6, 2014 respectively for Saulteaux and Vastamaki). Both agreements were signed for a \$0 fee as they are working directly for FFPC. After some discussion with Joerg at FFPC, each consultant has also signed a copy of the Town's Geospatial Data License agreement for access to the current base mapping and aerial photograph.

After reviewing the data request, I recommend that the Town allow both Saulteaux Consulting and Engineering and Vastamaki Consulting Services access to the aerial photograph and current base mapping so that the project may proceed for Fort Frances Power Corp. As FFPC partially funds the existing Town GIS data, I recommend that the data is provided at \$0 cost, as it will also be a benefit to the Town.

Respectively Submitted,



Trisha Law, MGIS
GIS Expert

Town of Fort Frances Geospatial Data License Agreement

THIS AGREEMENT made to be effective this 6 day of June 2014
(Day) (Month) (Year)

BETWEEN:

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

- and -

Vastamaki Consulting Service (VCS)
("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.*

LICENSEE

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: _____

DATA LICENSE INFORMATION:

Data Available:

Infrastructure: Sanitary Sewer (manholes, mains), Storm Sewer (manholes, catch basins, mains), Water Distribution System (mains, hydrants, mainline valves), Roads

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

Data Requested:

- Base Map with Addresses
- Aerial Photography

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.

2014 Fee Schedule:

Hard Copy Maps: 8 ½" X 11" - \$5.45; 11" X 17" - \$10.90; 24" X 36" \$27.25

Digital Aerial Photography: \$1089.94 (.ecw format only)

Shapefiles: \$272.49 per infrastructure shapefile/layer
\$272.49 – base map

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

Town of Fort Frances Geospatial Data License Agreement

THIS AGREEMENT made to be effective this 4 day of 06 20 14
(Day) (Month) (Year)

BETWEEN:

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

- and -

Santecaux Consulting and Engineering
("Licensee")

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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.

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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).

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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: _____

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LICENSEE

By (Signature): _____

I have the authorization to bind the Corporation

Position/Title: ENGINEER

Name (Print): TODD BRUYERE

Date: JUNE 4, 2014

By (Signature): _____

I have the authorization to bind the Corporation

Position/Title: _____

Name (Print): _____

Date: _____

DATA LICENSE INFORMATION:

Data Available:

Infrastructure: Sanitary Sewer (manholes, mains), Storm Sewer (manholes, catch basins, mains), Water Distribution System (mains, hydrants, mainline valves), Roads

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

Data Requested:

Base Data w/ Aerial Photos

Data Delivery Type:

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

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