

## ADMINISTRATIVE REPORT

**Subject:** GIS Datashare Agreement - Official Plan and Zoning By-Law Review Project

**Date:** September 12, 2022

**To:** Mayor and Council

**From:** Travis Rob, Manager Operations & Facilities



### ISSUE:

The Town has retained WSP for the review of the Official Plan and Zoning By-Law. In order to complete that work, they need access to our GIS data

### ADMINISTRATIVE RECOMMENDATION:

THAT Council approval of report AR-22-0028 will agree to entering into a geospatial data license agreement with WSP to obtain the Town's GIS data to assist in the completion of the Official Plan and Zoning By-Law review

THAT the associated fees relating to the data as outlines in the User Fee By-Law be waived

AND THAT the Mayor and Clerk be authorized to execute the agreement on behalf of the Corporation.

### STRATEGIC IMPACT:

N/A

### OPTIONS & ALTERNATIVES:

- Not offer the data to support the project
- Charge a fee for the data

### HISTORY:

The Town has entered into an agreement with WSP for the completion of a full review of the Town's Official Plan and Zoning By-Law. WSP have requested access to the Town's Geospatial data and that the costs associated for the data being requested, as outlined in the 2022 User Fee By-Law be waived as the firm is using the data to complete work for the Town.

### ANALYSIS:

Please find attached a report prepared by Trisha Law, GIS Expert outlining all the background information and the request from WSP for certain portions of the Town's Geospatial Data

### CONSULTATION:

- Trish Law, GIS Expert

**SUPPORTING DOCUMENTS:**

[August 19 2022 WSP Data Request](#)

[WSP data agreement letter OP&ZBL Update 09082022](#)

[Fort Frances GIS License Agreement 2022 executed July29 2022](#)

August 19, 2022.

Report To: Travis Rob, O&F Manager

From: Trish Law, GIS Expert

**SUBJECT: Data Request WSP Canada Inc.**

On August 9, 2022, I received a data request from WSP Canada Inc. (WSP) for access to the Town's Geospatial Data. WSP has been contracted by the Town of Fort Frances to complete a new Official Plan and Comprehensive Zoning By-Law. As such, WSP is requested the Town's GIS data for use in the creation of these updated plans. A letter dated August 9, 2022, from Justyna Garbos, Senior Planner at WSP was received asking for the GIS data (shapefiles and aerial photograph) to be granted at zero cost, as well as a Geospatial Data Share Agreement signed by WSP.

The data currently being requested from the Town's geospatial data share agreement for use is storm mains, catch basins, storm manholes, road centerlines, basemap with addresses, water mains, hydrants, valves, sanitary manholes, sanitary mains and aerial imagery. The cost of the layers requested is 10 @ 318.30 plus HST for vector data and \$1272.80 plus HST for the 2007 aerial photograph as per the current User Fee Schedule. Also requested but not listed under the Geospatial Data Share agreement is the current Zoning (2014) and Official Plan (2011) GIS files.

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 (2019) - \$0 request approved by Council
- Telecon (2019) - \$337.98 (including HST)
- Hilderman Thomas Frank Cram (2020) - \$0 request approved by Council, working for TOFF
- Hatch (2021) - \$0 request, approved by Council, working for TOFF
- Computational Hydraulics Inc. (2021) - \$0 request, approved by Council, working for TOFF
- TBT Engineering Limited (2021) - \$0 request, approved by Council, working for TOFF
- Scatliff + Miller + Murry (2021) - \$0 request, approved by Council, planning study for redevelopment of the former Resolute Mill site
- KGS Group (2021) - \$0 request, approved by Council, planning study for redevelopment of the former Resolute Mill site
- Compass Leadership (2021) - \$0 request, approved by Council, planning study for redevelopment of the former Resolute Mill site

After consideration of this request, I recommend the Town entering into a Geospatial Data License Agreement with WSP for the development of a new Official Plan and Comprehensive Zoning By-Law at \$0.

Respectively Submitted,



Trisha Law, MGIS  
GIS Expert



August 9, 2022

Trish Law  
GIS Expert  
Town of Fort Frances  
320 Portage Avenue  
Fort Frances, ON, P9A 3P9  
[tlaw@fortfrances.ca](mailto:tlaw@fortfrances.ca)

**RE: Town of Fort Frances New Official Plan and Comprehensive Zoning By-law Review – Geospatial Data License Agreement**

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Dear Ms. Law:

On May 3, 2022, WSP Canada Inc. ("WSP") prepared a proposal in response to the Town of Fort Frances's ("Town") R.F.P. No. 22-PD-07 dated April 7, 2022 for the development of a New Official Plan and Comprehensive Zoning By-law. On May 24, 2022, Council approved Town staff's report recommending that the RFP be awarded to WSP in the amount of \$136,435 plus HST. At a regular meeting of Town Council on June 13, 2022, By-law No. 44-22 was passed authorizing the signing of the Consulting Agreement between WSP and the Town. WSP's winning proposal, Town staff's Council report, and the executed Consulting Agreement containing By-law No. 44-22 are enclosed for your reference.

As per the client expectations described in Section 2.7 on page 16 of WSP's proposal and the assumptions listed in Section 5.2 on pages 32 and 33, WSP kindly asks that the Town provide the GIS data needed to prepare a New Official Plan and Comprehensive Zoning By-law for the Town for \$0 as WSP is working directly for the Town under contract. The GIS data is an integral part of the project and will be used to prepare Official Plan and Zoning By-law schedules and develop the:

- Draft and Final Policy Directions and Recommendations Reports (Tasks 3.1 and 3.5 of the project work plan described in Section 6.1 and pages 34 to 44 of WSP's proposal),
- Draft, Revised Draft, Final Draft, and Final Official Plans (Tasks 4.1, 4.3, 5.2, and 5.5),
- Draft and Final Zoning By-law Discussion Papers (Tasks 4.4 and 4.6), and
- Draft and Final Draft Zoning By-laws (Tasks 4.7 and 6.1).

WSP Canada Inc. agrees to the terms set forth in the Town of Fort Frances Geospatial Data License Agreement. As requested on page 5 of the agreement, please upload the infrastructure and base data to this [OneDrive folder](#). In addition, please provide the Official Plan and Zoning By-law layers. Finally, please send the fully executed agreement to Jeff Knott, Senior Planning Technician at [Jeff.Knott@wsp.com](mailto:Jeff.Knott@wsp.com) and 300-2611 Queensview Drive, Ottawa, ON K2B 8K2.



If you require any additional information or clarification, please feel free to contact me at (613) 690-7463 or [Justyna.Garbos@wsp.com](mailto:Justyna.Garbos@wsp.com).

Sincerely,

A handwritten signature in black ink, appearing to read 'J. Garbos'.

**Justyna Garbos, MCIP, RPP**  
**Senior Planner**

Enclosures (3):

WSP Proposal, May 3, 2022

Town of Fort Frances Administrative Report, May 24, 2022

Town of Fort Frances By-law No. 44-22 and WSP Consultant Agreement, June 13, 2022

cc: Cody Vangel, Town of Fort Frances  
Jeff Knott, WSP  
Steven Gammon, WSP  
Jill MacDonald, WSP  
William Turman, WSP  
Nadia De Santi, WSP

## Town of Fort Frances Geospatial Data License Agreement

THIS AGREEMENT made to be effective this 28 day of JULY 2022  
(Day) (Month) (Year)

BETWEEN:

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

- and -  
WSP Canada 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.*

**LICENSEE**


By (Signature):  \_\_\_\_\_

I have the authorization to bind the Corporation

Position/Title: Senior Planning Technician

Name (Print): Jeff Knott

Date: 2022/07/28

By (Signature):  \_\_\_\_\_

I have the authorization to bind the Corporation

Position/Title: Senior Manager, Urban and Community Planning

Name (Print): Steven O. D. Gammon, MSc PI, MCIP, RPP

Date: July 29, 2022

## 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:

Infrastructure and Base Data

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### 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.*

### 2022 Fee Schedule:

Hard Copy Maps: 8 ½" X 11" - \$6.40; 11" X 17" - \$12.70; 24" X 36" \$31.80

2007 Digital Aerial Photography: \$1272.80 (.ecw format only)

Shapefiles: \$318.30 per infrastructure shapefile layer  
\$318.30 – base map (property lines and address numbers only)

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