

CORPORATION OF THE VILLAGE OF MERRICKVILLE - WOLFORD

BY-LAW NO. 31-2021

BEING a By-Law to authorize the execution of an Agreement with the Centre for Geographic Information Systems for the provision of Spatial Land Information Management System

WHEREAS section 5(3) of the Municipal Act, 2001, as amended, provides that a municipal power, including a municipality's capacity, rights, powers and privileges under section 9, shall be exercised by by-law unless the municipality is specifically authorized to do otherwise;

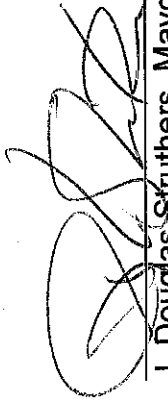
AND WHEREAS the Council of the Corporation of the Village of Merrickville - Wolford does deem it to be in the best interests of the Village to authorize the execution of an agreement with the Centre for Geographic Information Systems;

NOW THEREFORE the Council of the Corporation of the Village of Merrickville - Wolford does enact as follows that:


- 1) The CAO/Clerk and Treasurer are hereby authorized to execute the Agreement with the Centre for Geographic Information Systems, attached hereto and forming part of this by-law as Schedule 'A'.
- 2) This By-law will be deemed to take force and effect on April 29, 2021.

READ a first and second time this 16th day of June, 2021.

READ a third and final time and passed this 16th day of June, 2021.



J. Douglas Sfruthers, Mayor



Doug Robertson, CAO/Clerk

**AGREEMENT FOR
Providing
Spatial Land Information Management System (SLIMS) SERVICES**

To the Village of Merrickville-Wolford
Made this 29th day of April, 2021

BETWEEN:

The Village of Merrickville-Wolford
{Hereinafter referred to as the Corporation}

OF THE FIRST PART

AND:

the Centre for Geographic Information Systems
{Hereinafter referred to as CGIS}

OF THE SECOND PART

WHEREAS the authority is given under the Municipal Act for the Corporation to engage in Agreements for the purposes of providing services;

AND WHEREAS the Corporation requires the provision of technical services to assist the Corporation in improving its current mapping and the provision of web-enabled GIS services;

AND WHEREAS the Corporation has requested CGIS to render certain technical mapping services;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the mutual promises and covenants contained herein, the Corporation and CGIS mutually agree as follows:

1. That CGIS agrees to provide and carry out technical mapping and data creation services as per the Corporation's requirements. Such services shall be carried out in an expeditious and professional manner. These services and resulting deliverables shall involve the following:
 - A) CGIS will act as the Corporation's Application Service Provider for SLIMS and will provide a web-enabled, SLIMS application that facilitates spatial data sharing across multiple departments in the Corporation.
 - B) CGIS will develop and implement, in cooperation with the Corporation, an Electronic Data Update Management System (EDUMS) for the purpose of maintaining and updating both the Corporation's digital parcel mapping and Primary Assessment Database.
 - C) CGIS will provide and from time to time develop and provide to the Corporation services that are integrated with SLIMS Modules under this Agreement. Those modules are more generally described in Schedule B.
 - D) Training and Support:

CGIS will provide the following during regular business hours:
Unlimited Training, On-line Telephone, e-mail, Live GoToMeeting support, Troubleshooting, and Feature Requests to the Corporation Staff provided the Corporation establishes a "Key Contact Support Model". The Model is predicated on the following principles.

 - One prime user (Key Contact) is to be established per department
 - The Key Contacts are to be trained by CGIS as "expert" users of the GIS system
 - The primary (first-line) help source for departmental staff is the Key Contact.
 - Users are encouraged to seek assistance quickly if a challenge is encountered.
 - Questions / concerns requiring action by CGIS are to be forwarded to CGIS by the Key Contacts.
2. That CGIS agrees to surrender to the Corporation upon completion of the Agreement, ownership of the deliverables as described under Section 1 of this agreement.
3. That for the purposes of this Agreement, the deliverables shall include all hardcopy and digital data either provided to CGIS by the Corporation or created by CGIS for the Corporation. Any related SLIMS digital coding created by CGIS shall be excluded.
4. That CGIS agrees to provide and carry out the technical mapping services in a timely fashion as per the requirements of the Corporation.
5. That the completion of the services shall be supervised and directed by the Treasurer/Manager of Finance for the Corporation.
6. That the Treasurer/Manager of Finance, for the Corporation shall review invoices and where in their discretion they are reasonable and in accordance with the terms of this agreement, shall direct payment of the invoice in a timely fashion as detailed in Schedule C.
7. That CGIS agrees to complete the required services within the limits listed below. Harmonized Sales Tax is to be added to all contracted services as detailed in Schedules B and C.

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8. That in the event of any dispute with respect to the payment of invoices which cannot otherwise be resolved between CGIS and the Corporation, both CGIS and the Corporation hereby agree to submit the matter to an impartial arbitrator under the Arbitrations Act whose decision shall be final and binding.

9. Neither party may assign this agreement without the prior written consent of the other.

10. The Corporation may, with the consent of CGIS at any time following the execution of this agreement and the commencement of the associated services, delete, increase, extend, vary or otherwise alter the services associated with this agreement provided such changes are agreed to in writing by both parties.

11. CGIS shall disclose any pecuniary interest, direct or indirect, to the Corporation. The Corporation shall have the right to decide whether such interest constitutes a conflict of interest and shall have the exclusive right to terminate this agreement should such a determination be made or to utilize another firm to perform the services.

12. Termination

A. Termination Upon completion of the Agreement

Either party may cause this agreement to be terminated upon completion of either an Initial Service Period or at the end of any Renewal Term (as outlined in Schedule C attached to and forming part of this agreement) by notifying the other in writing of such intention no later than thirty (30) days prior to the end of either the Initial Period or the Renewal Term, as the case may be.

B. Termination for Breach of Agreement

a. Either the Corporation or CGIS, may for breach by either party of any term(s) of this agreement, at its absolute discretion, in addition to all other rights and remedies under this agreement and in law, prior to the end of any Agreement term either terminate this agreement or suspend delivery of any or all services upon delivery of thirty (30) day's written notice by either party to the other party.

b. If within thirty (30) days after delivery of such notice by a party, the party has not either corrected such failure, or in the case which cannot be corrected in thirty (30) days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then the notifying party may, at its option, place the receiving party in default and the Agreement shall terminate on the date specified by such notice.

c. Upon receipt of notice by CGIS under section 12. B. of the Agreement, CGIS shall perform no further services other than those reasonably necessary to close out the services. CGIS shall be entitled only to payment for services performed to the time of termination, together with payment for services to be reasonably necessary to close out the services, as determined by agreement between the Corporation and CGIS.

d. Upon receipt of notice by the Corporation under section 12.B. of the Agreement, any and all payments required to be made to CGIS by the Corporation shall be due and payable immediately. Termination of this Agreement shall not relieve the Corporation from any liability, including amounts owing, or accrued prior to the time that such termination becomes effective.

e. Either party shall be entitled to terminate this Agreement immediately with notice in the event of the other party's insolvency, receivership or voluntary or involuntary bankruptcy, or in the event that CGIS or the Corporation ceases to offer the services.

13. Notice

Any notice to be provided under Section 12 shall be provided to the following
Village of Merrickville-Wolford
CGIS
317 Brock Street West
Trent Peden
P.O. Box 340
52 South Street
Perth, ON K7H 2G7

Prescott, ON K0E 1T0

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14. Insurance Coverage

CGIS will maintain the following at its expense for the duration of the Agreement:

- a. Professional Liability Insurance
Professional Liability Insurance (Errors and Omissions) in the amount of \$2,000,000 per claim. Professional Liability insurance is issued on a Claims Basis for claims caused by CGIS' negligence in the performance of its duties under this agreement. Subsequent to the termination or expiry of this Agreement, Professional Liability coverage extends to a maximum of thirty (30) days post-termination or expiry.
- b. Commercial General Liability (CGL) Insurance
Commercial General Liability (CGL) Insurance and is issued on an occurrence basis in the amount of \$2,000,000.
- c. Workplace Safety and Insurance Board (WSIB)
CGIS extends their Employers' Liability coverage to all of its employees to ensure they are covered in the event of injury. CGIS will provide written confirmation of Workers' Safety Insurance Board coverage upon request.

15. Information Rights and Agreement

- a. CGIS will keep a record of the Corporation information furnished to it, in any medium other than oral, and of the location of such information. All copies of the information prepared by CGIS or its Representatives under the terms of this Agreement will be returned to the Corporation immediately upon its request. Upon the request of the Corporation, CGIS will provide a certificate certifying as to the complete return of all information in accordance with the terms of this paragraph.
 - b. All information relating to the business and affairs of the Corporation, including without limitation, all manuals, documents, reports, equipment, working material, data and mapping (both hard and soft copy) either supplied to CGIS by the Corporation or created for the Corporation by CGIS Spatial Systems are for the benefit of the Corporation and are and shall remain the property of the Corporation only.
 - c. CGIS will keep all of the information disclosed or delivered to it, whether electronically stored or in a tangible form in a safe and secure environment and will make reasonable efforts to protect and keep safe all of the information disclosed from any sale, loss, harm, theft, unauthorized use, tampering, sabotage, unauthorized duplication, destruction, addition, deletion, damage or interference. CGIS will ensure that all information is stored only in Canada. CGIS shall not use the Corporations' information other than in connection with the performance of this Agreement, and shall not divulge the Corporations' information to its personnel, subcontractors, and advisors, unless those individuals have a need to know, and have agreed in writing to abide by confidentiality obligations consistent with the terms of this Agreement.
 - d. CGIS acknowledges that the information may be confidential and is a valuable asset of the Corporation and all interest in the information (including, without limitation, all copyright, trade-marks, trade secrets, patents and industrial designs) is and at all times remains the exclusive property of the Corporation. As such, in the event of any breach of this Article 15, the Corporation shall be entitled to seek interim and permanent injunctive relief, which remedy shall be in addition to any other rights or remedies to which it may be entitled under this Agreement or otherwise under applicable laws.
 - e. Access to the Corporation data is restricted to the Corporation specified users and is not to be available to any other party, or to become part of any other CGIS service, unless negotiated through formal data sharing agreements, or to be used in any CGIS product demonstration without specific the Corporation approval.
 - f. CGIS will notify the Corporation immediately of any contraventions of this Section 15, including any unauthorized access, collection, use, disclosure of disposal of the information. Contravention of data restrictions specified in Section 15 of this Agreement may result in the Termination of the Agreement at the option of the Corporation.
- Surrender of information
- g. That CGIS agrees to surrender to the Corporation upon completion, termination, or expiry of the Agreement, ownership of the information as described in the "Information Rights and Agreement" section noted above in this agreement.

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- h. That for the purposes of this Agreement, the Information shall include all Personal Information (as defined under Personal Information Protection and Electronic Document Act S.C. 2000, c. 5, and all hardcopy and digital data either provided to CGIS by the Corporation or created by CGIS for the Corporation. However, any SLIMS-related application coding, SLIMS-related documents or SLIMS-related Information created by CGIS for the purposes of this Agreement shall be excluded, unless otherwise specified by separate agreement.
- i. The Corporation acknowledges that all SLIMS and SLIMS-related application coding Information is confidential and is a valuable asset of CGIS and that all interest in the Information (including, without limitation, all copyright, trade-marks, trade secrets, patents and industrial designs) is and at all times remains the exclusive property of CGIS.
- Disclosure under Law
- j. CGIS shall not be considered to have breached its confidentiality obligations under this Section 15 for disclosing any Information of the Corporation to the extent such disclosure is required to satisfy applicable laws, provided that:
- a) promptly upon receiving any such request, and within a reasonable time prior to disclosure, CGIS notifies the Corporation of the terms and circumstances of the requested disclosure
 - b) only discloses the Information that it is required to disclose under applicable laws
 - c) makes and reasonably pursues a request, if customary in the circumstances, to the applicable governmental authority for confidential treatment of the Information to be disclosed.
- k. The Corporation is subject to the Municipal Freedom of Information and Protection of Privacy Act, R.S.O. 1990, c.M.56 ("MFIPPA") with respect to, and protection of, information under its custody and control. Accordingly, all information and documents provided to the Corporation pursuant to this Agreement may be available to the public, notwithstanding CGIS' request to keep the information confidential.

Privacy and Security

- l. With respect to any Personal Information that is collected, used, or disclosed by or on behalf of CGIS in connection with this Agreement, CGIS shall comply with, and ensure that its employees, contractors, representatives, servants, or agents comply with, the applicable privacy laws and regulations, and any privacy or security policies that the Corporation provides to CGIS, as amended from time to time, in such manner as to ensure that CGIS' acts or omissions do not result in the Corporation being in violation with the applicable law.
- m. With respect to any Personal Information that is collected, used, or disclosed by or on behalf of the Corporation in connection with this Agreement, the Corporation shall comply with, and ensure that its employees, contractors, representatives, servants, or agents comply with, the applicable privacy laws and regulations, and any privacy or security policies that CGIS provides to the Corporation, as amended from time to time, in such manner as to ensure that the Corporations' acts or omissions do not result in CGIS being in violation with the applicable law.

16. Limitation of Liability

Except for (i) CGIS indemnification obligations under Clause 17 (Indemnities), (ii) intentional misconduct, and (iii) breach of applicable law, in no event shall either party be liable to the other for any loss of profits, revenues, customers or contracts, loss of or use of equipment, loss of data, business interruption or for any indirect, consequential, incidental, special, punitive or exemplary damages howsoever caused or arising under this Agreement even if such party has been advised of the possibility of same or even if same were reasonably foreseeable.

17. Indemnities

- a) CGIS shall indemnify, defend, and save harmless, the Corporation from and against all claims, losses, damages, costs, expenses, actions and other proceedings, made, sustained, brought, prosecuted, threatened to be brought or prosecuted, in any manner upon, occasioned by or attributable to (i) any injury to or death of a person or damage or loss of property arising from any willful or negligent act, omission or delay on the part of CGIS, its employees, contractors, representatives, servants, or agents in performing the Contract or as a result of the Contract and (ii) a breach of Article 15 by CGIS, its employees, contractors, representatives, servants or agents.

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b) CGIS shall indemnify, defend, and save harmless, the Corporation from and against all costs, charges, and expenses whatsoever, that the Corporation incurs in or about all claims, actions, suits, and proceedings for the use of the invention claimed in a patent, or infringement or alleged infringement of any intellectual property, right, copyright, trade secret, patent, or registered industrial design resulting from CGIS' performance of obligations, including to be clear, the provision of the services and the Corporation's use of the deliverables under this Agreement.

c) The CGIS liability to indemnify or reimburse the Corporation under the Agreement shall not affect or prejudice the Corporation from exercising any other right under law.

18. Force Majeure

Neither party to this Agreement shall be liable to the other for any failure to perform, or delay in the performance of, any obligation under this Agreement caused by circumstances beyond its reasonable control, including but not limited to: acts of God, fire, labour difficulties or governmental action. It is agreed that the time for performance by either party shall be extended by the period of such uncontrollable circumstances. Should performance be delayed for more than one (1) month from the date of such circumstances arising, either party may terminate this Agreement.

19. Disclaimer of Warranties

Every reasonable effort has been made to assure the accuracy of the maps and other information contained in Spatial Land Information Management Systems (SLIMS). However, these maps and other information are only as accurate as the source of such maps and other information. Further, the maps and other information in SLIMS are updated only periodically and therefore may not reflect the most current, accurate and complete information.

Users Should Confirm Information.

All users of this data must understand that they should confirm any maps or other information that they receive from SLIMS with the primary source of that information.

The cartographic digital files are not a legal representation of any of the features depicted, and CGIS disclaims any assumption of the legal status they represent. Information displayed in SLIMS is not intended to constitute advice nor is it to be used as a substitute for specific advice from a licensed professional. The Corporation should not act (or refrain from acting) based upon information in SLIMS without independently verifying the information and, as necessary, obtaining professional advice regarding particular facts and circumstances. Any implied warranties, including warranties of merchantability or fitness for a particular purpose, shall be expressly excluded.

The data represents an actual reproduction of data provided to CGIS by the Corporation and its agents, and is collected from various sources and will change over time without notice.

CGIS and its officials and employees make no warranty or guarantee as to the ownership of any intellectual property or other property interest contained in the information displayed in SLIMS.

20. This agreement shall be in full force and effect from the date of its signing

21. That the performance of this agreement shall be subject to the Statutes of the Province of Ontario and Canada

22. This agreement shall enure to the benefit of and be binding on the parties hereto, their respective successors and assigns.

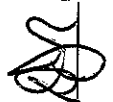
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IN WITNESS WHEREOF CGIS has hereunto set its hand, and the Corporation has hereunto affixed its corporate seal under the hands of its Mayor.

SIGNED SEALED AND DELIVERED

The Corporation: The Village of Merrickville-Wolford

We have the authority to bind the Corporation

Per: 
DOUG ROBERTSON, CAO/CLERK

Per: _____

CGIS: CGIS Spatial Solutions


We have the authority to bind the Corporation

Per: Trent Peden, Partner | Operations

Per: Jeff Dean, Partner | Client Relations

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Schedule A: Functionality

Includes Features 1 - 11

1. Digital Display of "GIS Ready" Digital Parcel maps and assessment database

2. Comprehensive Query:

Search by all assessment data fields

- i) Find: Such as: ARN, Street Address, Name

Roll Number
 Roll Number
 Name
 Street Address

- ii) Search: Selected Data Fields + Boolean

Filters

First Name

contains
 does not contain
 is not equal to
 is greater or equal to
 is less or equal to
 has no value

Add Filter

3. Reports: Mailing, Planning, Custom Reports

Map List Report

Select a report to view

Map List Report

Map List Report

Map List Report

Map List Report

Map	Parcel	Address	Assessment	Permit
101	1234 ERIE AVE	204550	101	2015-001
102	1234 ERIE AVE	204550	102	2015-002
103	1234 ERIE AVE	204550	103	2015-003
104	1234 ERIE AVE	204550	104	2015-004
105	1234 ERIE AVE	204550	105	2015-005
106	1234 ERIE AVE	204550	106	2015-006
107	1234 ERIE AVE	204550	107	2015-007
108	1234 ERIE AVE	204550	108	2015-008
109	1234 ERIE AVE	204550	109	2015-009
110	1234 ERIE AVE	204550	110	2015-010

4. Hardcopy: WYSIWYG

5. Windows Environment

- i) Copy/Paste all SLIMS data directly to Word Processing and/or Spreadsheet and Database
- ii) Use data in mail merge
- iii) Object Size

Object Area Report

Record	Roll Number	Ares	Hectares	Area (ft ²)	Area (m ²)	Area (km ²)
1	104280	0.62	0.25	27133.25	2520.76	0

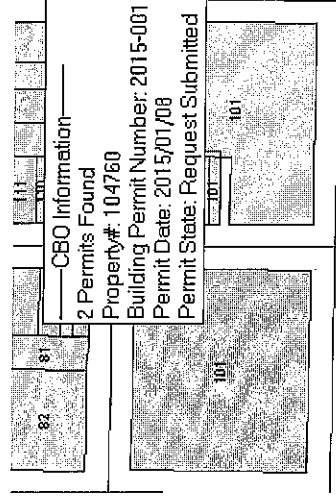
Object Totals and Average

Total Area	Total Area (m ²)	Total Area (km ²)	Average Parcel Area (m ²)
0.62	27133.25	2520.76	0
			2,520.76

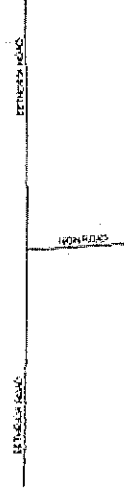
6. Mouse-over: Street Names, ARN, Water Bodies, or any feature with database associated

Parcel Information

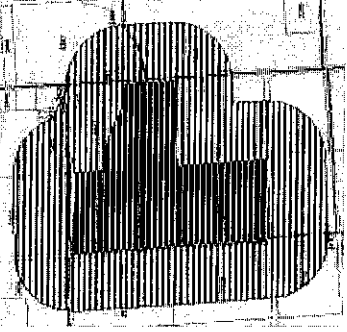
Property#: 204550
 Location: 1234 ERIE AVE
 Name: PRIEBE, TODD W & USA L
 Property Code: RES
 Legal Text: ORIGINAL PLAT: LOT 7 BLK 80:



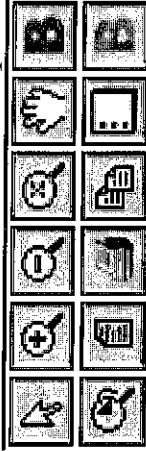
7. Road Centerline – OBM, NRVIS or GPS'd



10. Zoom and Buffer on selected property



8. Toolbar/function buttons: Select, Zoom out, Zoom in, Zoom Goto, Unzoom, Zoom Previous, Pan, Reports, Print, Help



11. Mailing List, Labels and Envelopes from Buffers

MARTENS, TRILING TRUIS VALLE HANNOWARE INC 801 HUNTERMAN AVE WI 53061	BRAYCH, DARYL 2817 N APACHE RD SHEBOYGAN WI 53083	SCHMITT, ROBERT W 1710 S OAK RD SHEBOYGAN WI 53083	LEE, YOU & YANG, CHAMEE 435 VOLLEGARH BLVD SHEBOYGAN WI 53081
HOMES & MORE, LLC 234 CAROLINE STREET PLYMOUTH WI 53073	FLINN, THOMAS W. & FLINN, THOMAS W. I 1000 W. WISCONSIN AVE SHEBOYGAN WI 53081	GERSEL, FREDERIC R. & MEREDITH 907 N MAIN ST WEST BEND WI 53090	
DE SANTOS, JUAN MANUEL & ANNA STACE 1168 N. 16TH ST. SHEBOYGAN WI 53081	MAURER, A E WALLACE 7451 DUBLIN RD DUBLIN WI 53017		
BOUILLIER, ADRIENNE 1124 N. 14TH ST. SHEBOYGAN WI 53081	LEE PAC 1000 WISCONSIN AVE SHEBOYGAN WI 53081		

9. Map Window Pop-up: Pan, Reload, Print, Copy, Zoom (Goto, width, Scale, Selected, Previous, Out, Unzoom), Bookmarks (Add, Select, Delete), Select (Map Objects, Radius, Polygon, Within, Clear), View (Report, Buffer, Distance), Help (Preferences, Contents, About)

Schedule B: Integrated GIS Modules

Service Modules:

1) The following **Municipal Management Service Modules** are included in the SLIMS contract.

i. **SLIMS Service**

A web-enabled, SLIMS application that facilitates spatial data sharing across multiple departments in the Corporation. Features including, but not limited to: Legacy Building Permit Integration into map dataset

By-Law Issue Tracking

Cemetery Tracking

Consent Tracking

Minor Variances Tracking

Site Plan Tracking

Zoning and OP Amendment Tracking

Heritage Designation Tracking

Water and Sewer Service Tracking

License Tracking

Measurements, Dimensions, Basic Map Printing

Overlay Any Compatible Mapping Data

Searching & Reporting

Customized Report Options

Basic Tracking for any dataset loaded in the GIS

Automated Mailing Lists Within Any Distance of Subject Parcel

ii. **Assessment Information Management System (Merged AIMS)**

Combines the Integration of Provincial Assessment information data fields with basic Property Tax Integration (PTI) of the Munisoft Property Tax System Assessment information data fields. The fields are defined in CGIS' feature definition specification. CGIS will download property tax information from the municipal data server, integrate into GIS on a daily basis and merge it with the Provincial Assessment information quarterly.

iii. **GIS Technician and Development Services**

CGIS Staff will review any request for additional data sets to be integrated into Corporation GIS and will provide firm quotes, up front, to perform creation, conversion, and integration or maintenance services.

Quotes will be based on the nature of the request with consideration for time and urgency and are guided by the current established hourly rate for CGIS Services:

- a) GIS Technician Services (service rates detailed in Schedule C)
- b) Development Services (service rates detailed in Schedule C)

iv. **Imagery Service**

Raster Data (e.g. Aerial or Satellite Imagery) added to SLIMS. Files provided by the client must be orthorectified or Georeferenced. The preferred format for files is tiled ECW or GeoTIFF.

The cost for the service is detailed in Schedule C.

Please note that orthorectified or Georeferenced imagery can reveal alignment issues with the parcel fabric or other vector layers. Correction of these alignment issues is possible, however is not included in the monthly Aerial Imagery Service.

v. **Selection Editor**

Selection Editor enables authorized users to edit specific Corporation datasets directly in the GIS. The Corporation will detail the following, in writing:

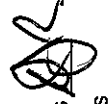
- a) which datasets become editable;
- b) which users have access to data;
- c) whether user access is read-only or read/write to edit the datasets.

Configuration will be subject to final approval from CGIS as some datasets, such as the assessment dataset, are not able to be setup for editing in the GIS.

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GIS Agreement: Schedule B: Modules

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2) The following **Additional Municipal Service Modules** are also included in the SLIMS contract and are delivered at an additional fee. (See also Schedule C)

i. **Chief Building Official (CBO)**

Chief Building Official module is a comprehensive permitting & inspections management module. Reports and data filtering for Council, Statistics Canada, Custom and Industry standard formats.

As agreed in email from June 1, 2020, Electronic Building Permit Applications submission will be achieved in the following way, from the start of the contract:

1. Applicant will download the editable Permit Application PDF from the Municipal website
2. Applicant will complete the Permit Application PDF fully.
3. Applicant will then attach and email the completed Permit Application PDF, and any other necessary attachments such as Plans, Other Permits, etc to the appropriate building department email address
4. The Municipal Building Department and Applicant will then continue the application process via mail/phone, with the Municipal Admin staff entering the application information into CGIS' CBO application using the information from the email submission.

ii. **Online Building Permit Submission**

A future module for a public interface to submit building permit applications directly to the CBO module. Features are planned to be implemented in stages.

3) The Corporation may, with the consent of CGIS at any time following the execution of this agreement and the commencement of the associated services, delete, increase, extend, vary or otherwise alter the Module services associated with this agreement provided such changes are agreed to in writing by both parties.

Schedule C: Agreement Term, Fees

1) Agreement Term

- a) Initial Service Period:
This Initial Service Period commences June 1st, 2021 and ends on May 31st, 2024.
- b) Renewal Term:
 - I. This Agreement shall automatically renew annually for an additional 12-month term (a Renewal Term) unless the Agreement is terminated under Clause 12 of the Agreement.
 - II. Renewal Terms may be subject to negotiation and ratification by the respective parties.

2) Fees

- a) Fees shall be payable quarterly in advance.
- b) The recurring fees invoice is payable on or before the first day of the first month of any quarter without penalty.
- c) The penalty for late payment of fees is 2%.
- d) The Fees chargeable under this Contract shall increase on each anniversary of the Agreement by an amount equal to the National Total Consumer Price Index increase for the twelve (12) month period preceding the Agreement anniversary.

3) Service Modules

- The following service Module(s) are included in this Agreement.
- a) SLIMS Service: As described in Main Agreement, Schedule A, and Schedule B
Fee: \$1,250 per month (invoiced at \$3,750 per quarter)
Note: The first 12 months of service fees will be discounted by 30% as part of the group of three new clients.
 - b) Assessment Information Management System (Merged AIMS)
Fee: Included in SLIMS Service Fee
 - c) GIS Technician and Development Services:
 - I. 2021 GIS Technician Services: Discounted at \$95/hour
 - II. 2021 Development Services: TBD based on request
 - d) Raster Data (e.g. Aerial or Satellite Imagery)
The initial service fee allows up to 20 Gigabytes of raster storage space. Once Raster storage space excess 20 Gigabytes, CGIS reserves the right to work with the Corporation to review and agree upon a reasonable, recurring storage fee.
GIS Technician time to prepare and configure initial imagery or update and configure new imagery in SLIMS will be sized and quoted based on current Services Fees.
Fee: Included in SLIMS Service Fee
Note: Alignment of Parcels or other vector layers to Imagery is not included and will need to be reviewed and costs quoted with the CGIS GIS Coordinator separately.
 - e) Selection Editor
Fee: Included in SLIMS Service Fee

4) Additional Municipal Service Modules

- a) Chief Building Official (CBO) Module
Fee: Included in SLIMS Service Fee
- b) Online Building Permit Submission
Fee: \$150 per month (invoiced at \$450 per quarter)
Note: This module is currently not available and is a future module. Fees for this module will not be charged until the module is in use by the Village of Merrickville-Wolford.