

**Due to COVID-19 and the Premier’s Emergency Orders to limit gatherings and maintain physical distancing, the City of Pickering continues to hold electronic Council and Committee Meetings.**

**Members of the public may observe the meeting proceedings by accessing the [livestream](#). A recording of the meeting will also be available on the [City’s website](#) following the meeting.**

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| <b>1. Roll Call</b>              |             |
| <b>2. Disclosure of Interest</b> |             |
| <b>3. Delegations</b>            |             |

Due to COVID-19 and the Premier’s Emergency Orders to limit gatherings and maintain physical distancing, members of the public may provide a verbal delegation to Members of Council via electronic participation. To register as a delegate, visit [www.pickering.ca/delegation](http://www.pickering.ca/delegation), and complete the on-line delegation form or email [clerks@pickering.ca](mailto:clerks@pickering.ca). Delegation requests must be received by noon on the last business day before the scheduled meeting.

The list of delegates who have registered to speak will be called upon one by one by the Chair and invited to join the meeting via audio connection. A maximum of 10 minutes shall be allotted for each delegation. Please ensure you provide the phone number that you wish to be contacted on.

Please be advised that your name and address will appear in the public record and will be posted on the City’s website as part of the meeting minutes.

**4. Matters for Consideration**

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|-----|---|----------|
| 4.1 | <a href="#">Director, City Development &amp; CBO, Report PLN 26-20</a>    | <b>3</b> |
|     | Location Agreement for Temporary Use of City Property at 3800 Sideline 32 |          |
|     | - Film Production – Temporary Backlot Construction                        |          |

Recommendation:

1. That Council approve the draft Location Agreement for the Temporary Use of City Property at 3800 Sideline 32, between the City of Pickering and Jack Reacher TV Productions Ltd. (Jack Reacher) for the period December 7, 2020 to September 30, 2021, as set out in Appendix I to Report PLN 26-20;
2. That the Mayor and City Clerk be authorized to execute the Location Agreement between the City of Pickering and Jack Reacher in the form as appended to this report subject to revisions as may be acceptable to the Interim Chief Administrative Officer, the City Solicitor and the Director, City Development & CBO; and,
3. That the appropriate officials of the City of Pickering be authorized to take the necessary actions as indicated in this report.

**5. Confirmation By-law**

**6. Adjournment**

**From:** Kyle Bentley  
Director, City Development & CBO

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**Subject:** Location Agreement for Temporary Use of City Property at 3800 Sideline 32  
- Film Production – Temporary Backlot Construction  
- File: S-4240-Filming

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  3. That the appropriate officials of the City of Pickering be authorized to take the necessary actions as indicated in this report.
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**Executive Summary:** On October 26, 2020, staff in the City of Pickering Film Office received an enquiry from a location scout representing a major California based film and television production company. Jack Reacher TV Productions Ltd. (Jack Reacher) was seeking to lease vacant lands to construct a temporary backlot, for filming of a new television series based on a popular book series and two full feature films.

For over a year, staff has conducted an ongoing review of the City's services to the film industry, looking for opportunities to grow the scale of film industry investment and job creation within our community. This work aligns with the strategic directive of the City's Cultural Plan (2014) to strengthen culture led economic development.

The absence of City managed lands for use as a filming backlot or off road parking for film production units were identified as gaps in our service. In discussions with the Office of the former Chief Administrative Officer, it was identified that the approximately 36.5 hectares (90 acres) of City owned lands located in Green River might provide an excellent opportunity for temporary filming uses, until such time as the City is ready to develop these lands for their permanent use as a District Park (see Green River Site Location, Attachment #1). This proposed use was again confirmed through the Office of the current Interim Chief Administrative Officer.

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As such, these lands were offered for lease to the above referenced production company. Immediately following a site visit to the property, the production company expressed their interest in leasing these lands from the City to develop a temporary filming backlot.

The project proposes the construction of a 'small town' streetscape, a parking pad, and a temporary internal access road. All site works will be completed at the sole expense of the production company, including any required works, permits or approvals from the Toronto and Region Conservation Authority (TRCA), upgrades to the hydro service through Elexicon Energy Inc., road entrance works to be constructed by the City of Pickering Public Works Section, and any further expenses identified to support completion of the temporary works. All costs associated with the removal of site works for filming, and restoration of the site to its original condition, or to a condition as directed by the City, will also be at the expense of the production. Infrastructure improvements to the hydro service and the new road entrance can be retained at no cost to the City.

A draft Location Agreement (the Agreement) has been prepared to allow the production company to use the City's lands and is provided as Appendix I to this Report. The duration of the Agreement is from December 7, 2020 to September 30, 2021. The Agreement provides this production company exclusive use of the site for filming uses for the term of the contract, at a lease rate of \$15,000.00 per month + HST, for a total of \$150,000.00 + HST for the total term of the contract. The Agreement also contains provisions for Jack Reacher to enter into a new agreement for use of the land for a subsequent season.

The proposed schedule for construction of the backlot is aggressive, with the production company intent on completing all works by the end of the 2020 fiscal year, to be ready for the commencement of live filming in early spring of 2021.

Currently, no backlot of this kind is available to the film industry in southern Ontario. Hosting this project has the potential to elevate the City's profile within the North American film industry, provide the City with a temporary source of revenue, and encourage other film industry investment in our community over the long-term.

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**Financial Implications:** Jack Reacher is responsible for all costs associated with the Agreement, or incurred to build out, operate and tear down the temporary film backlot, and any entrance works constructed by the City of Pickering. The City will collect revenues in the amount of \$15,000.00 + HST per month, representing total revenues of \$150,000.00 + HST for the term of the contract.

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## **Discussion:**

### **Jack Reacher's use of the City's lands for a filming backlot will boost Pickering's profile in the industry**

Filming in the Province of Ontario is a multi-billion dollar industry, with the City of Toronto recently reporting \$2.2 billion in annual production spending. With its direct proximity to Toronto, the City of Pickering has experienced a recent increase in film activity, which staff feels could be further expanded, resulting in increased film industry investments in our community.

The COVID-19 pandemic has resulted in an enormous, negative impact on film production in the Province. A project of this scope will help film industry workers, and many businesses as they struggle to recover from the current economic challenges. This, together with the anticipated construction of the TriBro Film Studios at Durham Live, presents an excellent opportunity to expand the City's film industry services, while also encouraging new investment and job creation in our community.

Over the last 10 years, the City of Pickering has issued Film Location Permits for many main stream television productions, but typically only for short-term use of our roads. This has provided the City limited exposure to the head office decision makers of major film production houses, and limited revenues for use of municipal property.

The proposed temporary use of City lands in Green River is the first time a production will establish its primary film set location in our community. This represents a significant level of investment and trust from a globally top ranked production company. Entering into a Location Agreement to allow Jack Reacher, to use the City's lands as a filming backlot, opens up the opportunity to further establish the City of Pickering as a trusted partner in the film industry. Sustaining this relationship can translate into ongoing investment by the film industry through direct and indirect job creation, production spending with our businesses and residents, as well as elevating our profile as a preferred partner in the global film industry.

### **The scope of this project is significant**

The project proposes construction of a temporary filming backlot, for Season 1 of a new television series featuring the look of a small, southern U.S. town (see Site Concept Plan, Attachment #2). Installation of an upgraded electrical service to install a commercial three phase system is under review by Jack Reacher. No infrastructure for sanitary sewer or water services will be installed.

As shown on the Site Concept Plan, the design of the 'small town' is set at the western portion of the lands, away from any environmentally sensitive features, including a setback from the adjacent woodlands located on provincially owned lands to the north. The design and location further protects against run off of surface water towards West Duffins Creek and lands designated by TRCA as environmentally sensitive.

Walters Forensic Engineering Inc. of Toronto was engaged by the production company to design the set (see Engineering Assessment by Walters Forensic Engineering Inc., dated November 9, 2020, Attachment #3). This company has extensive experience specific to set design for the film industry. Its engineering report details the scope of the work and speaks to the following:

- construction of 13 building façades and 3 small set buildings;
- internal 'town' roads and a grassed town commons;
- a parking/staging area for production and crew vehicles, equipment storage, catering and portable toilets;
- an internal temporary access road to be brought in from Sideline 32; entrance works to be constructed by the City of Pickering;
- a number of culverts to be installed along the temporary access road to maintain proper drainage on the site and avoid flooding of the temporary access road;

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- potential upgrading of the hydro service to the property by Elexicon Energy Inc., to provide commercial, three phase service to the site, thus reducing the reliance on portable, gas fired generators;
  - retention of all topsoil on the property related to the construction of the temporary access road in a manner that protects the erosion or loss of the topsoil;
  - restoration of the site at the end of the term, restoring the lands to a fallow field condition.

### **The term of the Agreement is just under a year**

The Agreement provides for a 10 month term beginning December 7, 2020, inclusive until the end of September, 2021. While exclusive use of the lands would be granted to the production company for the sole purpose of filming activities, the City would retain the right to access to the property, for the purpose of ensuring the safe, appropriate use of our lands as needed.

Staff have also had discussions with the production company, regarding the option to retain all site works for use by the City of Pickering, and to continue use of the land as a temporary film backlot, until such time as the City begins work to develop the designated District Park. This option will be included in the terms of the lease, and will be determined by Council once we have a clear understanding of the value and condition of the assets, and the liabilities and costs associated with owning and operating a filming backlot.

### **Approvals and permits will be required**

All site works are to be reviewed and approved by:

- City of Pickering Engineering Services, to ensure compliance with City standards as they relate to grading, topsoil management and entrance works;
- TRCA to ensure protection of any environmentally sensitive features on the lands including the identified TRCA screening area on the south/eastern portion of the lands; and
- Pickering Fire Services, to ensure required access and egress is provided for use by emergency services vehicles.

Any activities conducted on City roads will still require issuance of an approved City of Pickering Film Location Permit, together with payment of the associated Film Location Permit fees.

The production company must provide notice to the City, and area residents regarding:

- film activity scheduled between the hours of 9 pm and 7 am;
- use of pyrotechnics, special effects that generate loud noises, use of special effects gunfire, or excessively bright lighting after 9 pm; and
- storage or use of incendiary based special effects that may require a permit from Pickering Fire Services.

### **Residents and businesses to be notified of the filming activities**

It is a standard best practice for film production companies to engage adjacent residents and businesses that may be affected by filming activity in their neighbourhood.

Subject: Location Agreement – Temporary Use of City Lands  
at 3800 Sideline 32

Jack Reacher have confirmed their intention to engage with the residents on Sideline 32 to ensure they are apprised of the temporary works, and offer the opportunity to financially compensate those residents for potential use of their private property, for storage of production equipment or vehicles as may be needed from time to time.

Jack Reacher has also requested a list of local businesses be provided, in order to source production services from Pickering based businesses first. While there is no guarantee that local business are available or capable of providing the needed services, this invitation to provide a service or product will serve to inform our local businesses of the opportunities available to them in the film industry.

**Appendix**

Appendix I Draft Location Agreement

**Attachments:**

1. Green River District Park Air Photo
2. Site Concept Plan
3. Engineering Assessment by Walters Forensic Engineering Inc., dated November 9, 2020

**Prepared By:**

Original signed by:

Catherine Hodge  
Senior Coordinator, Development Liaison

**Approved/Endorsed By:**

Original signed by:

Kyle Bentley, P. Eng.  
Director, City Development & CBO

CH:ld

Recommended for the consideration  
of Pickering City Council

Original signed by:

Marisa Carpino, M.A.  
Interim Chief Administrative Officer

**Draft Location Agreement**

## LOCATION AGREEMENT

1. Premises and Program: The Corporation of the City of Pickering (the “City”), for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby irrevocably grants to Jack Reacher TV Productions Ltd. (“Producer”), the use of both the real and personal property located at the premises legally described as follows: Part of Lots 33 and 34, Concession 6, being Part 4, Plan 40R-28722, City of Pickering (the “Premises”), together with access to and egress from the Premises with its personnel, vehicles, and equipment, for the purposes of erecting, maintaining and removing temporary sets and structures, and of photographing and filming the Premises, including any and all portions thereof (including, without limitation, the interior and exterior designs of the Premises, sets, structures and furniture items) and/or recording sound for such scenes as Producer may desire in connection with Producer’s project currently entitled “Reacher” (the “Program”). The Premises is being delivered to the Producer on an “as is” basis and the Producer acknowledges having examined the Premises and being satisfied therewith.

2. Additional Uses: The parking of production vehicles on any municipal road or use of any City facility not located on the Premises is subject to separate City permissions and associated fees. The Producer acknowledges that this Location Agreement does not create an interest in the Premises as a result of or connected in any way with the use of the Premises granted herein. The Producer agree to use the Premises solely for the purposes set out herein. There shall be no further uses granted by the City to the Producer and permitted by this Location Agreement without the prior written consent of the City, which consent may be withheld by the City in its sole discretion. Use of the City property for filming activities outside of the Premises is subject to separate approvals, permits and associated fees. The City reserves the right to enter onto the Premises for municipal purposes, subject to the City providing Producer with prior written notice and subject further that such entry shall cause no material interference to Producer’s activities or use of the Premises.

3. Use and Rights: Producer shall have the right to photograph, record and use in any manner whatsoever any names connected with the Premises and any names, insignias, artwork, and signs located thereon and any logos, trademarks, service marks, trade dress and verbiage contained on such signs in connection with or as part of the Program and the right to refer to the Premises by any real or fictitious name and the right to attribute any real or fictitious events as having occurred on the Premises. Producer shall have the right to reproduce, exhibit, advertise, and exploit and license others to reproduce, exhibit, advertise, and exploit all of the photographs and recordings made hereunder in connection with the Program or any episode thereof, in any and all media, versions and forms, now known and hereafter devised, throughout the universe, in all languages, in perpetuity, and in any ancillary exploitation thereof, including, without limitation, publications, partnership marketing campaigns, soundtracks and merchandising, and in connection with publicity and advertising of and for the Program, any episode(s) thereof, and promotion, marketing and advertising of exhibitor’s products and/or services, and including, without limitation, the right to use or authorize the use of any portion(s) of the Program containing the photographs and recordings made hereunder in other motion pictures. Producer shall have the right, in its sole discretion, to alter or edit the photographs and recordings of the Premises (and any names, insignias, artwork, and signs located thereon and any logos, trademarks, service marks, trade dress and verbiage contained on such signs) for use in the Program and in any ancillary exploitation thereof. No credit need be accorded to the City in connection with any use of the Premises and/or Duplicates (as defined below). The Producer shall notify the City of any use of stunts, gun fire, pyrotechnics, SPFX, loud noises or filming after 11:00 pm and obtain any applicable permits as may be required. Further, the Producer shall make good faith reasonable efforts to notify all adjacent land owners of the occurrence of such activities on the Premises at least forty-eight (48) hours prior to the occurrence of such activities. For clarity, Producer shall own all sets, structures and other material and equipment located on the Premises and built/brought in by Producer for the Program.

4. Representation and Warranties: The City represents and warrants that the City is the registered owner of the Premises, that the City is fully authorized to enter into this location agreement (“Location Agreement”), that the City has the right to grant Producer the right to enter and use the Premises and each and all of the rights granted herein and that no further permission or consent of any other person or entity is necessary for the City to grant Producer the rights granted herein. Furthermore, the City represents and warrants that the City will take no action nor allow or permit or authorize any third party to take any action which might interfere with Producer’s full use and quiet enjoyment of the Premises in accordance with the terms hereof; the City will maintain the Premises in useable condition for all uses by Producer contemplated hereunder; and it is not necessary for Producer to obtain the consent or permission of, or to pay any amounts to, any person, firm or corporation in order to enable Producer to enjoy the full rights to the use of the Premises as described herein. The City also represents and warrants that the City shall not accept anything of value (except the payments payable hereunder) for promoting any product, service or company, or arranging for any person or product to appear, in any public media.

5. Term: Producer may take possession of the Premises on or about December 7, 2020 (“Commencement Date”) and may continue in possession until September 30, 2021 (the “Term”); provided that in the event that the Producer is not in material uncured default of this Location Agreement, Producer shall have the right, exercisable by written notice to the City no less than thirty (30) days prior to expiration of the Term, to extend the Term for the first production year for the Program on the same terms and conditions as set forth herein. In the event that Producer’s use of the Premises is prevented or hampered by occurrences beyond Producer’s and/or the City’s control, including without limitation, any labor controversy, strike or threat of strike, act of God, weather conditions, epidemic and/or pandemic, governmental action, regulation, or decree, or for any other customary “force majeure” reason, including, without limitation, unavailability or failure of the showrunner, executive producer, producer, director, any other production personnel or any member of the cast to perform for any reasons (including, without limitation, death, illness, incapacity, disfigurement, failure, refusal or neglect) (collectively a “Suspension Event”), Producer shall have the right to suspend the Term for the duration of such Suspension Event and any period required by Producer to resume and perform its activities. Neither party shall be liable for any damages caused by any delay or failure to perform the whole or any part of this Location Agreement, where such performance is made impossible or impractical due to a Suspension Event. Notwithstanding the foregoing, if the Premises are not utilized for the full period of time provided for in this Paragraph, then Producer will pay the City only a proportionate amount of the applicable rental fee for the Premises on such future dates. The parties acknowledge the existence of the current COVID-19 global pandemic. This Location Agreement is based on the parties’ expectation that production of the Program will commence and proceed as scheduled. However, the parties acknowledge that Producer’s ability to produce the Program as scheduled is uncertain. If production of the Program as scheduled is prevented, suspended, or postponed by reason of (and including but not limited to): (i) a high prevalence of COVID-19 (as determined by Producer in its sole discretion); (ii) a COVID-19 related government statute, regulation, or order; or (iii) the COVID-19 related absence, illness, or injury of any cast or crew member, the parties agree that any such event shall be considered a Suspension Event and that Producer shall have the right to extend the Term for the duration of the Suspension Event and for any period required by to Producer to resume and perform its activities without paying any additional fees. Use of the Premises for subsequent production years of the Program shall be subject to good faith negotiations between the parties.

6. Rental Fee and Costs:

a. Producer agrees to pay as rental for the Premises \$15,000 (CAD) plus H.S.T. per month, pro rated for partial months and weeks, throughout the Term, commencing upon the full execution of this Location Agreement.

b. Producer agrees that the cost of any relocation, extension, alteration or extraordinary maintenance of existing utilities or services that is required by Producer during the Term shall be the responsibility of the Producer.

c. The Producer shall be responsible for any and all costs and charges which may be required or which may result from Producer’s use of the Premises during the Term, including but not limited to, hydro, water, maintenance, waste removal, portable washroom facilities, telephone service, security, and snow removal.

d. Any necessary electrical installation, or any other installations or site works required by Producer during the Term shall be at the Producer’s sole expense.

7. Vacating: Producer will leave the Premises in substantially as good condition as when received by it, excepting reasonable wear and tear for the use of the Premises for the purposes herein permitted, and Producer will remove all of its sets, structures and other material and equipment from the Premises, unless otherwise agreed to by Producer. The City may, in its sole discretion, provide written request to the Producer at least three (3) months prior to the expiration of the Term of the City’s desire to retain all sets, structures and other material and equipment located on the Premises for the City purposes and Producer shall consider in good faith the City’s request with the terms and conditions of such retention being subject to good faith negotiations (if approved by the Producer). If applicable, the parties agree that Producer may take possession of the Premises after vacancy during filming of the Program on one or multiple occasions for retakes, added, or new scenes on other dates and times which will be mutually determined by the parties hereto and all recordings on such dates and times shall be included within the terms of this Location Agreement. The City agrees to assist Producer in making such schedule in good faith and in a reasonable manner and not so as to frustrate the purposes or renegotiate any of the terms and conditions of this Location Agreement or to impede, hinder, or delay in any manner whatsoever production, exhibition, distribution or exploitation of the Program or the advertising, promotion or publicity thereof.

8. Damages/Security Deposit: The City agrees to submit to Producer in writing, within fifteen (15) days of Producer vacating the Premises (and within fifteen (15) days of completion of any additional use by Producer of the Premises, if at all) a detailed list of all claimed property damage for which Producer is responsible (“Damage List”), provided, however, that if such Damage List is not provided to Producer by the City in accordance with the terms hereunder, then the City

agrees that the Premises has been satisfactorily restored to the Premises' prior condition in accordance with the terms and conditions of this Location Agreement. Producer shall have the right to inspect the alleged damage. In the event that any actual and verifiable damage to the Premises is caused directly by Producer's use of the Premises, Producer agrees to pay for all necessary repairs. Upon the full execution of this Location Agreement, the Producer shall provide the City with a refundable security deposit in the amount of \$100,000 (CAD). The security deposit will be held by the City to secure against any verified and unrepaired damage to the Premises caused by the Producer as indicated on the Damage List. If the City determines that no damage has been caused to the Premises or fails to provide the Damage List within the time period set forth above, the security deposit shall be returned by the City to the Producer within thirty (30) days of the Producer vacating the Premise.

9. Indemnification: Producer will indemnify and hold the City harmless from and against any liabilities, losses, claims, demands, damages or injury (including death) costs (including without limitation reasonable outside attorneys' fees) and expenses arising in connection with (a) any breach or alleged breach by Producer of this Location Agreement (except with respect to matters for which the City indemnifies Producer) or of any of Producer's representations or warranties contained herein; or (b) Producer's use of the Premises. The City will indemnify and hold harmless Producer and all parent, sister and related entities of Producer, all licensees, successors, assigns of Producer, all distributors, exhibitors, stations, sponsors and advertising agencies of the Program or other program incorporating any audio and video recordings taken on or of the Premises, and all of the officers, directors, agents, employees and shareholders of each of the foregoing from and against any liabilities, losses, claims, demands, costs (including without limitation reasonable outside attorneys' fees) and expenses arising in connection with any act or omission of the City's employee, agents, and/or contractors, any breach or alleged breach by the City of this Location Agreement or of any of the representations or warranties contained herein.

10. Environmental Compliance and Indemnification:

a. The Producer shall not store, bring in or permit the presence of any "Environmental Contaminant" (which includes any hazardous or toxic substances or materials, including, without limitation, products of waste, contaminants, pollutants, dangerous substances, noxious substances, toxic substances, hazardous wastes, flammables, explosives, radioactive materials, asbestos, lead paint, PCBs, urea formaldehyde foam insulation, radon gas, chemicals known to cause cancer or reproductive toxicity, and any other substances or materials declared or defined to be hazardous, toxic, contaminant or pollutant in or pursuant to any law or any authority) in or on the Premises, except if such is required for the Producer's use of the Premises as permitted by this Location Agreement, and then only if the Producer is in strict compliance with all laws and requirements of all relevant authorities, including, without limitation, environmental laws, occupational health and safety laws, regulations, requirements, permits and by-laws.

b. If the Producer shall bring or create upon the Premises any Environmental Contaminant contrary to the terms of this Location Agreement, then such Environmental Contaminant shall be and remain the sole property of the Producer and the Producer shall remove same, at its sole cost and expense as soon as directed to do so by any authority, or if required to effect compliance with any environmental laws, or if required by the City. If any such Environmental Contaminant is not removed forthwith by the Producer, the City shall be entitled, but not required, to remove the same on the Producer's behalf, and the Producer shall reimburse the City for the cost and expense thereof.

c. In addition to and without restricting any other obligations or covenants herein, the Producer covenants that it will:

- i. comply in all respects with all environmental laws relating to the Premises or use thereof;
- ii. promptly notify the City in writing of any notice by any authority alleging a possible violation of or with respect to any other matter involving any environmental laws relating to the Premises, or any notice from any party concerning any release or alleged release of any Environmental Contaminant from the Premises; and
- iii. promptly notify the City of the existence of any Environmental Contaminant on the Premises to the extent released, deposited, placed or used upon the Premises by the Producer or any person for whom the Producer is responsible in law.

d. In addition to and without restricting any other obligations or covenants contained herein, the Producer shall indemnify and hold the City harmless at all times from and against all losses, damages, penalties, fines, costs, fees and expenses (including reasonable outside attorneys' fees and expenses) resulting from:

- i. any breach of or non-compliance with the foregoing environmental covenants of the Producer; and

ii. any legal or administrative action commenced by or claim made or notice from any third party, including, without limitation, any authority, to or against the City, arising from the introduction of Environmental Contaminants onto, or the release of Environmental Contaminants from, the Premises by the Producer or those for whom the Producer is responsible in law.

11. Insurance:

a. At the Producer's expense, the Producer shall maintain the following insurance at all times throughout the Term:

- i. commercial general liability insurance for all liability arising out of bodily injury (including death) and property damage, such insurance to be for not less than \$5,000,000.00 per occurrence or loss, naming the City as an additional insured under such policy; and
- ii. automobile insurance for not less than \$2,000,000.00 per occurrence or loss.

b. The insurance policy shall state that the policy will not be altered, cancelled or allowed to lapse without thirty (30) days prior notice to the City. The Producer shall deliver to the City upon the execution of this Location Agreement, a certificate of insurance in a form satisfactory to the City confirming such insurance coverage.

12. Breach/Remedies: The City acknowledges that, in the event of a breach of this Location Agreement by Producer or any third party, the damage, if any, caused to the City thereby will not be irreparable or otherwise sufficient to entitle the City to seek or obtain injunctive or other equitable relief. The City acknowledges that the City's rights and remedies in any such event will be strictly limited to the right, if any, to recover compensatory monetary (but not punitive or consequential) damages in an action at law, and the City will not have the right to rescind or terminate this Location Agreement or any of Producer's rights hereunder, nor the right to enjoin the production, exhibition or other exploitation of the Program or any other audiovisual program, motion picture or other production, or any subsidiary or allied rights with respect thereto, nor will the City have the right to terminate the City's services or obligations hereunder by reason of such breach. The Producer shall have thirty (30) days from receipt of such notice to remedy any breach in the manner specified by the City.

13. Duplicates: The City hereby grants Producer the right to construct duplications of the Premises, including without limitation, any names, insignias and signs located thereon and any logos, trademarks, service marks, trade dress and verbiage contained on such signs at or on the Premises (the "Duplicates") and to use the Duplicates and all photographs and sound recordings made hereunder in any manner or in merchandising or filming, and to exhibit the Duplicates and all photographs and sound recordings made hereunder in any and all media, versions and forms, now known and hereafter devised, throughout the universe, in all languages, in perpetuity, including all promotion, advertising and publicity for Producer, its designees and licensees, and any other companies in any manner affiliated with Producer. The City further agrees to cooperate fully with Producer in connection with the City's grant of rights contained herein.

14. Rights in Photography: All rights of every kind in and to all photographs and sound recordings made hereunder and the Duplicates shall be owned by Producer and its licensees, successors, and assigns, and neither the City nor any other party now or hereafter having an interest in the Premises shall have any right of action against Producer or any other party arising out of, or in connection with, any use of said photographs or sound recordings or the Duplicates. The City releases Producer and all parent, sister and related entities of Producer, all licensees, successors, assigns of Producer, all distributors, exhibitors, stations, sponsors and advertising agencies of the Program or other program incorporating any audio and video recordings taken on or of the Premises, and all of the officers, directors, agents, employees and shareholders of each of the foregoing from any and all claims, demands, causes of action of any kind or nature whatsoever, and costs arising from or related to the Premises (subject to Paragraph 8. above) and any of the use of the recordings made on the Premises as contemplated herein, including, without limitation, claims for trade libel, defamation, invasion of privacy, copyright infringement, and trademark infringement and/or dilution. Neither Producer nor its licensees, successors and assigns will be obligated to make any actual use of any photography, recordings, depictions or other references to the Premises hereunder in the Program or any other audiovisual program, motion picture or otherwise.

15. Assignment: Producer shall have the right to sublicense and/or assign all or a portion of its rights and obligations hereunder without the consent of the City or any other party; provided, however that Producer shall remain secondarily liable for all obligations on Producer's part to be performed hereunder unless such assignment is to a person, firm or corporation acquiring a substantial portion of Producer's stock and/or assets, or to a major or so-called "mini-major" production or distribution company, U.S. national television network, digital media distributor, major record company, major music publisher or any other financially responsible third party and such sub-licensee and/or assignee agrees to be

bound by the terms and conditions of this Location Agreement, in which case, Producer shall be relieved of its obligations hereunder.

16. Confidentiality: Except as otherwise authorized by Producer and/or the telecaster or other exhibitor of the Program, the City shall not (and shall not authorize others to) publicize, advertise or promote the appearance of the Premises in the Program. The City acknowledges and understands the valuable and proprietary nature of the Program and any information the City obtains or learns as a result of Producer's use of and filming the Premises, including but not limited to information and photographs regarding the Producer, the Program participants, the set, storylines, premise and concept and methods of production shall be considered "Confidential Material". The City further acknowledges that the City may not disclose such Confidential Material to any third parties by any means, including, without limitation, via social media outlets such as Facebook, Instagram, TikTok, YouTube, Snapchat and Twitter, unless such information is already in the public domain or is required by law. Further, the City shall not use any name, logo, Program title, trademark or other proprietary mark of Producer or of its licensees or assigns in any manner. The City is strictly prohibited from taking any photographs or making any recordings of any kind of the activities of Producer (including, without limitation, the cast, crew, and/or the sets). The City agrees that any violation of the foregoing provisions shall constitute and be treated as a material breach of this Location Agreement, which will cause irreparable harm to Producer and/or the telecaster or other exhibitor of the Program entitling Producer to seek or obtain injunctive and other equitable relief (without posting bond) to prevent and/or cure any breach or threatened breach of this Paragraph by the City. In addition, the City shall abide by any security, confidentiality and/or social media policies provided by Producer or exhibitor in writing.

17. Rules and Regulations:

a. The Producer shall abide by all fire, public health, safety and building regulations and ordinances and conform with the requirements of all municipal, provincial and federal laws, by-laws and regulations in relation to the Premises, and obtain and pay for all necessary licences and permits, and shall not do or suffer to be done anything to the Premises or any part thereof in violation of such laws, ordinances, rules, by-laws and regulations. If the attention of the Producer is called to any such violation, the Producer shall immediately remedy such violation. In the event the Producer fails to remedy any such violation, the City may, at its sole discretion, order the Producer to discontinue the use of the Premises until such time as the violation is remedied.

b. The Producer shall be responsible, at its sole cost, for the provision of any and all safety, fire protection equipment and control requirements for the filming activities.

c. The Producer certifies that it is aware of its duties and obligations under the Occupational Health and Safety Act, R.S.O. 1990, c.O.1, as amended, and shall ensure that its employees, contractors, subcontractors and their employees are aware of their respective duties and obligations under the Act and have sufficient knowledge and training to perform all works and services safely and in compliance with the Act. The Producer shall rectify any unsafe act or practice and any non-compliance with the Act immediately upon being notified by any person of the existence of such act, practice or non-compliance. The Producer shall indemnify and save harmless the City,

i. from any loss, inconvenience, damage or cost to the City which may result from the Producer or any of its employees, contractors, subcontractors and their employees failing to act safely or to comply in all respects with the Act in the performance of any works, services or activities on the Premises; and

ii. against any action, claim or costs related thereto, brought against the City by any person arising out of any unsafe act or practice or any non-compliance with the Act by the Producer, any of its employees, contractors, subcontractors and their employees in the performance of any works, services or activities on the Premises.

d. The Producer shall abide by the Health and Safety regulations under Section 21 of the Film and Television Health and Safety Advisory Committee of the Ontario Ministry of Labour, Training and Skills Development.

e. Upon execution of this Location Agreement, the Producer shall provide proof of a Workplace Safety and Insurance Board (WSIB) "Clearance Certificate" stating that the Producer's employees, including agents, contractors and consultants, have adequate WSIB coverage/protection.

f. Notwithstanding anything the contrary in this Paragraph 17, it is agreed and understood that the City has waived building permits and in lieu thereof, Producer has provided the City with their drawings with an engineer's seal.

18. Notices:

a. Any notices to be given or required under this Location Agreement shall be in writing and sent by personal delivery, electronic transmission (facsimile or email), or by ordinary prepaid mail to the following addresses:

to the Producer at:

Address: c/o Skydance Media, LLC, 2900 Olympic Boulevard, Santa Monica, California 90404

Attention: Gena Simon

Email: gsimon@skydance.com

and to the City at:

Pickering Civic Complex, One The Esplanade, Pickering, ON L1V 6K7

Attention: City Clerk

Fax No.: 905.420.9685

b. The parties may designate in writing to each other a change of address at any time. Notice by mail shall be deemed to have been received on the fifth (5th) business day after the date of mailing, and notice by personal delivery or electronic transmission (facsimile or email) shall be deemed to have been received at the time of the delivery or transmission. In the event of an interruption in postal service, notice shall be given by personal delivery or electronic transmission (facsimile or email)

19. Miscellaneous:

a. The Producer agrees to contact and enter into any required agreements, if applicable, with the Toronto and Region Conservation Authority (TRCA) at no cost to the City.

b. The City will duly execute and deliver (or procure the due execution and delivery to Producer) any additional documents which Producer may reasonably require to evidence its rights hereunder.

c. Nothing contained herein shall be deemed or construed by the Producer or the City, nor by any third party, as creating the relationship of principal and agent, landlord and tenant, partnership or of joint venture between the Producer and the City.

d. The Producer hereby agrees to keep title to the Premises, including every part thereof, free and clear of any lien, encumbrance or security interest or notice thereof. The Producer shall discharge all claims for lien and vacate all certificates of action filed with the City or registered on title to the Premises as a result of the Producer's failure to pay for any materials, work or service within thirty (30) days of being requested to do so by the City. The Producer shall not enter into any agreements for the Premises which would run with the Premises and become an obligation of the City upon termination or expiration of this Location Agreement.

e. The Producer shall not have the right to register this Location Agreement or notice thereof against title to the Premises

f. This Location Agreement shall be governed by and interpreted pursuant to the laws of the Province of Ontario and the laws of Canada applicable therein.

g. The failure of any party to exercise any right, power or option or to enforce any remedy or to insist upon the strict compliance with the terms, conditions and covenants under this Location Agreement shall not constitute a waiver of the terms, conditions and covenants herein with respect to that or any other or subsequent breach thereof nor a waiver by that party any time thereafter to require strict compliance with all terms, conditions and covenants hereof, including the terms, conditions and covenants with respect to which the party has failed to exercise such right, power or option. Nothing shall be construed or have the effect of a waiver except an instrument in writing signed by a duly authorized officer of the applicable party which expressly waives a right, power or option under this Location Agreement.

h. This Location Agreement will enure to the benefit of and will be binding upon the parties' respective affiliates, successors, licensees, assigns, heirs and representatives. This Location Agreement constitutes the entire understanding and agreement of the parties hereto with respect to the subject matter hereof and cannot be amended except by a written instrument signed by the parties hereto. If any provision of this Location Agreement is adjudged to be void or unenforceable, same shall not affect the validity of this Location Agreement or of any other provision hereof. The City

gives to Producer the foregoing grant of rights, consent and authority with the full knowledge and understanding that Producer will incur substantial expense in reliance thereon. In addition to any of its other rights or remedies allowed by law or equity pursuant hereto or otherwise, including, without limitation, consequential damages, Producer will be entitled to seek injunctive relief in the event of any breach of the City of its representations, warranties and agreements hereunder. This Location Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which taken together shall be deemed to constitute one and the same instrument. Counterparts shall be accepted in original, electronic, or facsimile form, and the parties to this Location Agreement adopt any signatures received by receiving facsimile or electronic mail as original signatures of the parties.

**ACCEPTED AND AGREED TO:**

The Corporation of the City of Pickering (the "City")

Jack Reacher TV Productions Ltd. ("Producer")

By: \_\_\_\_\_

By: \_\_\_\_\_

David Ryan

Its: \_\_\_\_\_

Its: Mayor \_\_\_\_\_

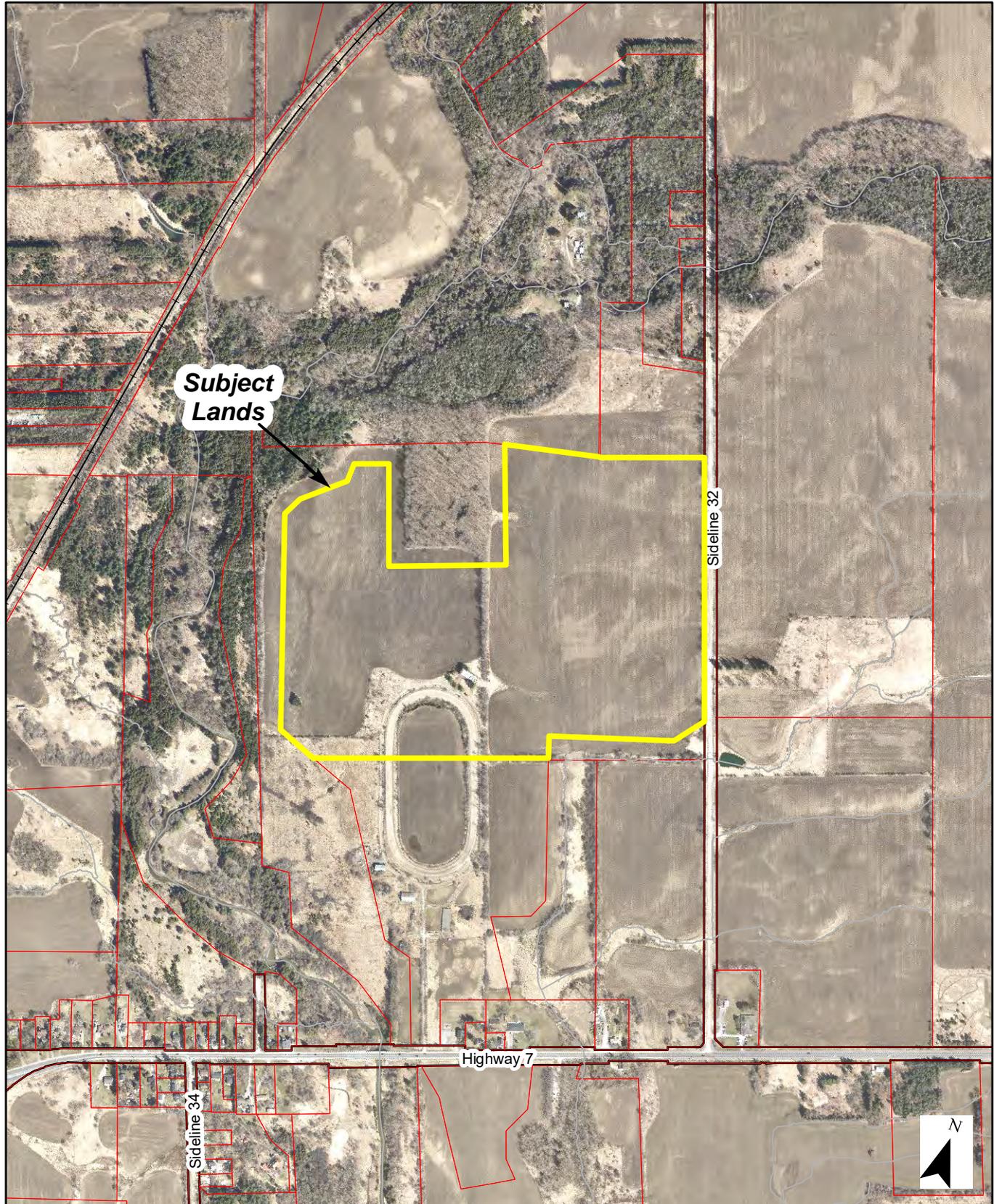
By: \_\_\_\_\_

Dated: \_\_\_\_\_

Susan Cassel

Its: City Clerk \_\_\_\_\_

Dated: \_\_\_\_\_



<p><i>City of</i> <b>PICKERING</b> City Development Department</p>	<b>Air Photo Map</b>	
	<b>File:</b>	
	<b>Applicant:</b>	
	<b>Property Description: Pt Lot 33 &amp; 34 Con 6, Now Pt 4, 40R-28722</b>	
	<b>(Sideline 32)</b>	<b>Date: Sep. 30, 2019</b>
<small>© The Corporation of the City of Pickering Produced (in part) under license from: © Queens Printer, Ontario Ministry of Natural Resources. All rights reserved. © Her Majesty the Queen in Right of Canada, Department of Natural Resources. All rights reserved. © Teranel Enterprises Inc. and its suppliers all rights reserved. © Municipal Property Assessment Corporation and its suppliers all rights reserved.</small>		<b>SCALE: 1:10,000</b> <small>THIS IS NOT A PLAN OF SURVEY.</small>



**PROJECT REPORT:**

Engineering Assessment  
Access Road and Backlot Roadways  
Location: North Pickering City Land  
Department: Locations  
Our Client No.: JAC 4L5  
Our File No.: 0320247

**PREPARED FOR:**

Shaun Cengiz/Dwight Doerksen  
**JACK REACHER PRODUCTIONS LTD.**  
2111 Steeles Avenue East  
Brampton, Ontario  
L6T 4L5

**PARTICIPATING CONSULTANTS:**



Jeff Archbold, B.Eng., M.A.Sc., P.Eng.

November 9, 2020



## **WALTERS FORENSIC ENGINEERING INC.**

November 9, 2020

Shaun Cengiz/Dwight Doerksen  
**JACK REACHER PRODUCTIONS LTD.**  
2111 Steeles Avenue East  
Brampton, Ontario  
L6T 4L5

Dear Mr. Cengiz/Mr. Doerksen:

Re: Engineering Assessment  
Access Road and Backlot Roadways  
Location: North Pickering City Land  
Department: Locations  
Our Client No.: JAC 4L5  
Our File No.: 0320247

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### **1.0 INTRODUCTION**

The television production of 'Jack Reacher' intends to construct a backlot set on the City of Pickering lands north of HWY 7 and west of Sideline 32, in Pickering, Ontario. The set is to be a temporary set and roadway, for use only for a single season of filming. An access road is to be constructed heading west of Sideline 32, before curving/turning south and west and north to the proposed backlot set.

Walters Forensic Engineering Inc. was retained to provide an engineering review of the design and location of the access road and the backlot set. The access road and backlot set is to be situated only on lands that are not designated by the Toronto and Region Conservation Authority (TRCA) as being sensitive/drainage areas.



## **WALTERS FORENSIC ENGINEERING INC.**

### **2.0 DESIGN/REVIEW POINTS**

#### **2.1 Review Points**

We were asked to review the following design points:

1. The access road was to avoid being located on TRCA designated sensitive lands.
2. The access road was to minimize the risk of ponding through the use of culverts.
3. Topsoil removed for road excavation was to be stored in the proper manner.
4. Signage for the new entrance off Sideline 32 was to be implemented.
5. The turn radii of the access roadway was to allow for fire truck and truck-trailer manoeuvring.
6. The backlot set was to be built, to the extent possible, on land that would not drain towards West Duffins Creek and/or TRCA designated sensitive areas.

#### **2.2 Proposed Access Road and Backlot Set**

Based on prior consulting, we have the following for our proposed plan:



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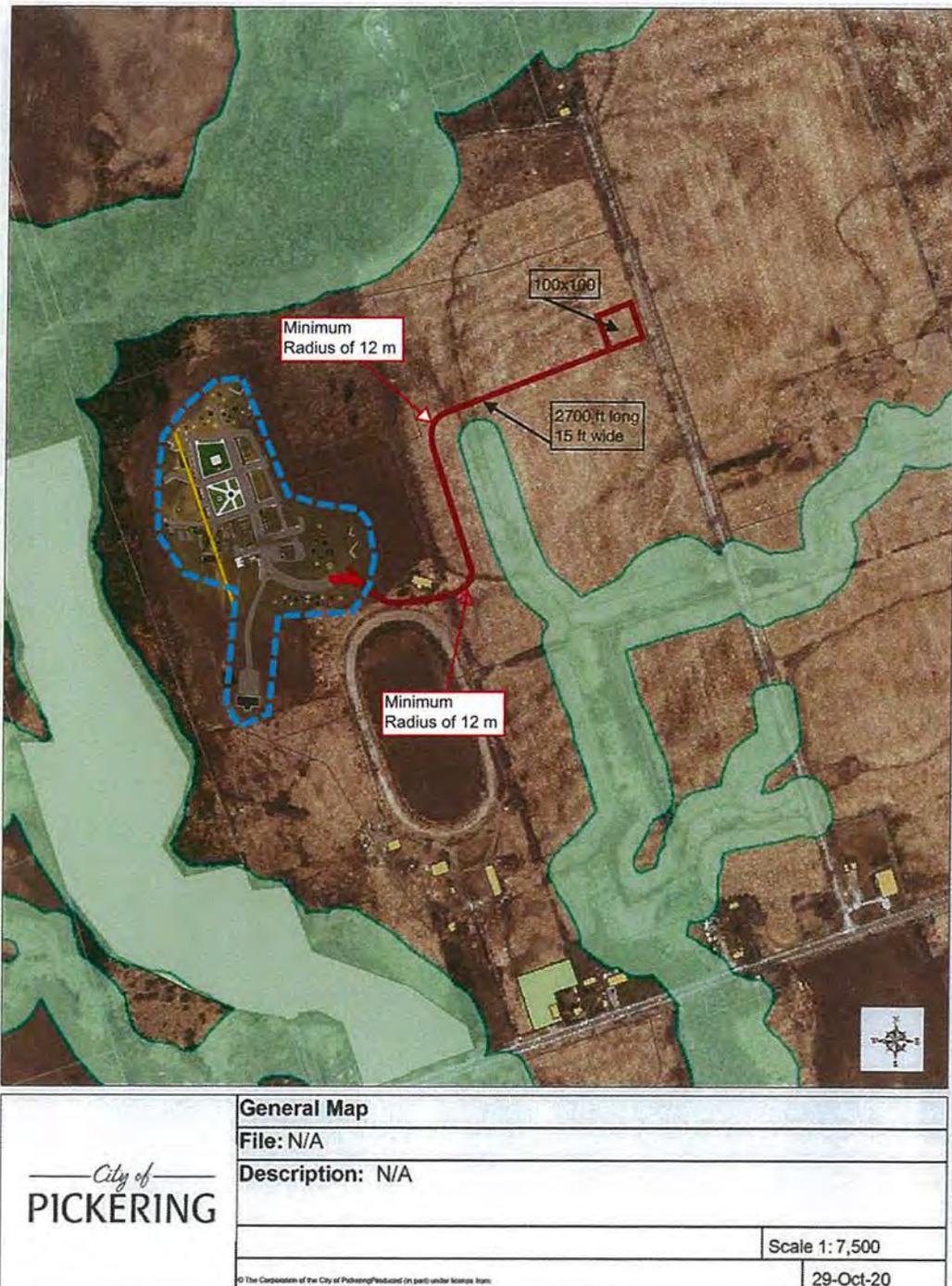


Figure 1. The proposed backlot set (within blue dashed lines) and the access road (red line). The yellow line shows the 'ridgeline' between generally westbound drainage and eastbound drainage.



## **WALTERS FORENSIC ENGINEERING INC.**

### **3.0 ANALYSIS AND DISCUSSION**

#### **3.1 Access Road Location**

We were provided with an overlay map of the proposed backlot set area showing the TRCA-designated land areas.

We attended the location on multiple occasions, including November 5, 2020, and November 6, 2020.

We found our driveway location off Sideline 32 using the TRCA map, along with reference points taken from the TRCA map and Google satellite view.



*Figure 2.* A view facing approximately west-north-west of the proposed access road entrance off Sideline 32. Note the two trees. The large tree on the right was dead.



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*Figure 3.* A view showing the path of the centreline of the proposed access road along its westbound section (within red dashed lines). The 'current' cut through the corn stalks will be shifted to the north to allow for a larger turning radius onto the access roadway.

We also used the location of the treelines (and trees on Sideline 32) to determine the distance from the centreline of the 5 m – wide access road to the north edge of the TRCA designated areas.



**WALTERS FORENSIC ENGINEERING INC.**

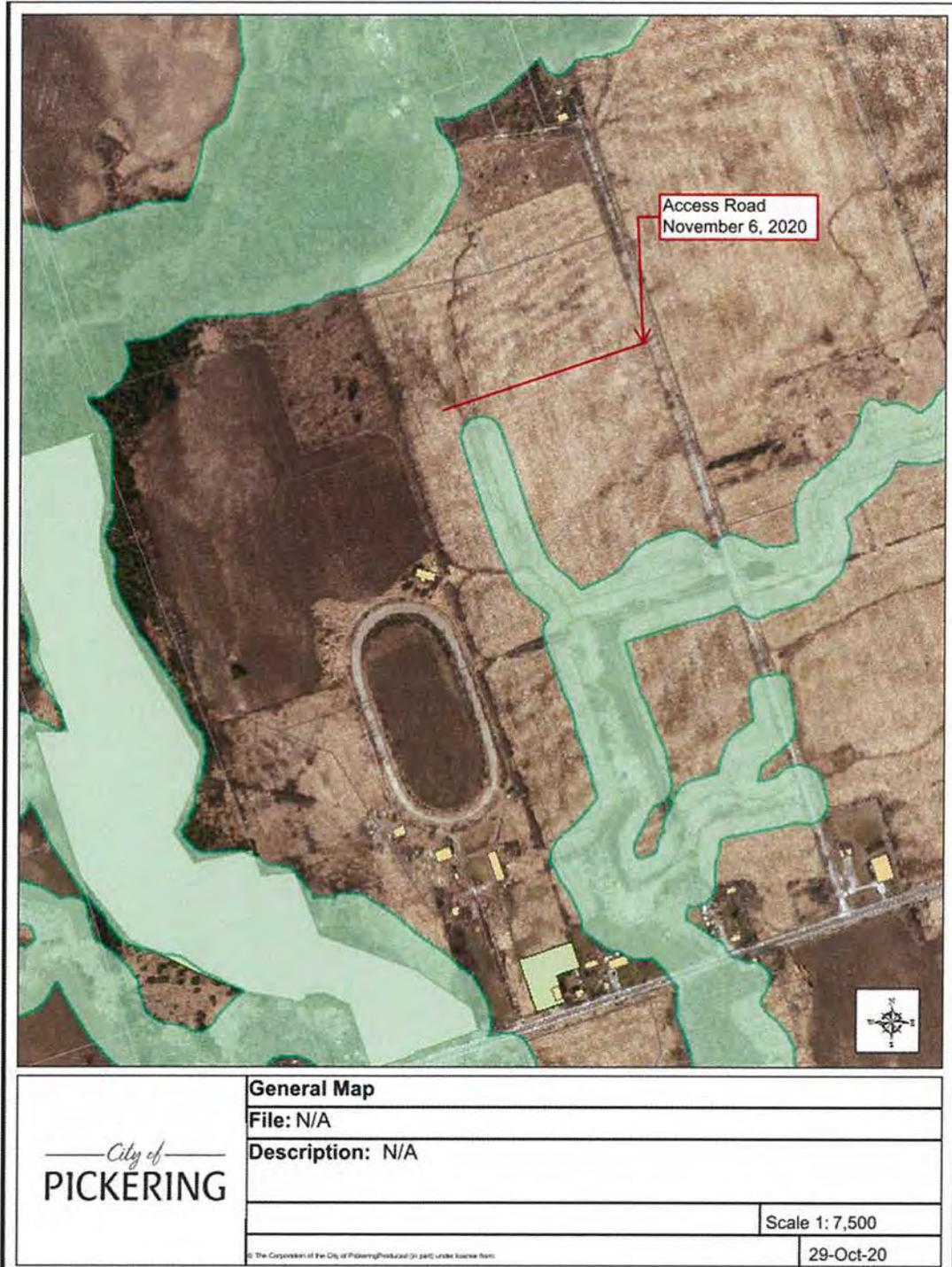


Figure 4. The TRCA map with the proposed path of the centreline of the 5 m wide access road.



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Using Google Maps (and satellite view) we scaled both the centreline for the access road in Figure 4 above, along with known objects (in this case buildings shown in both the TRCA map and on Google Maps). We then compared these objects with the scale on Google Maps and found that the centreline of our proposed access road was approximately 23 m from the north edge of the TRCA-designated sensitive areas.

With a roadway width of approximately 5 m, this puts the south edge of the access road approximately  $23\text{ m} - 2.5\text{ m} = 20.5\text{ m}$  north of the north edge of the TRCA designated sensitive land areas.

The proposed roadway will be approximately 20.5 m from the TRCA designated sensitive land areas shown on the TRCA map.

### **3.2 Ponding Minimization/Drainage**

We used Google Earth to plot the low and high points of the straight section of the access road.



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Figure 5. An elevation plot from Google Earth showing the location of the four (4) proposed culverts (green arrows).

Culverts, with a diameter of 400 mm (16 in.) are to be placed at the 'low points' located approximately 75 m from the west edge of Sideline 32, 228 m from the west edge of Sideline 32, 260 m west of the west edge of Sideline 32, and 307 m west of the west edge of Sideline 32.

### 3.3 Access Road Construction

The access road is to be constructed by excavating approximately 30 cm (12 in.) of topsoil along the 5 m width of the roadway. This topsoil is to be stored in piles no taller than 3 m in height (planned as being no greater than 2 m in height), at regular intervals, and located to the south of the access road. Silt fencing is to surround the piles of topsoil to prevent/minimize water erosion, and a tarp or similar is to cover the piles to prevent wind erosion.



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Piles are also to be located away from culvert-drainage areas.

Limestone crusher is to be compacted into the excavated soil to a depth of approximately 30 cm (12 in.).

### **3.4 Entrance Signage**

Signage to notify the existence of the new entrance is to be installed by a contractor in accordance with the Ontario Ministry of Transportation Ontario Traffic Manual Book 7.

Signs are to be placed along Sideline 32 at the required distance from the new entrance, with the required notification/warning signs.

### **3.5 Roadway Turning Radius**

To allow for both fire truck access and construction vehicle access, the *minimum turning radius* for the access roadway, *and at least one travel path within the paved backlot set*, will be a minimum of 12 m, as measured along the centreline of the road.

Please note that the updated backlot and access road map (*Figure 1* above) shows the extension of the limestone crusher access road to the paved backlot set.

### **3.6 Drainage Slope for Backlot Set**

As shown in *Figure 1* above, most of the backlot set is to be located on ground that slopes away from West Duffins Creek. Only approximately 5 % of the backlot set is situated west of the ridge line (yellow line in *Figure 1*), and the west edge of the backlot set is located a minimum of (again, from scaling using the TRCA map and Google Maps) 58 m.

The backlot set itself will be located approximately at least 58 m from TRCA designated sensitive land areas.



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### 4.0 CONCLUSIONS

Based on our review and inspection of the proposed backlot set and access road for the television production of 'Jack Reacher', to be on the City of Pickering lands north of HWY 7 and west of Sideline 32, in Pickering, Ontario, we have the following comments:

1. The proposed roadway will be approximately 20.5 m from the TRCA designated sensitive land areas shown on the TRCA map.
2. Culverts, with a diameter of 400 mm (16 in.) are to be placed at the 'low points' located approximately 75 m from the west edge of Sideline 32, 228 m from the west edge of Sideline 32, 260 m west of the west edge of Sideline 32, and 307 m west of the west edge of Sideline 32.
3. The access road is to be constructed by excavating approximately 30 cm (12 in.) of topsoil along the 5 m width of the roadway. This topsoil is to be stored in piles no taller than 3 m in height (planned as being no greater than 2 m in height), at regular intervals, and located to the south of the access road. Silt fencing is to surround the piles of topsoil to prevent/minimize water erosion, and a tarp or similar is to cover the piles to prevent wind erosion.

Piles are also to be located away from culvert-drainage areas.

Limestone crusher is to be compacted into the excavated soil to a depth of approximately 30 cm (12 in.).

4. Signage to notify the existence of the new entrance is to be installed by a contractor in accordance with the Ontario Ministry of Transportation Ontario Traffic Manual Book 7.
5. To allow for both fire truck access and construction vehicle access, the *minimum turning radius* for the access roadway, and *at least one travel path within the paved backlot set*, will be a minimum of 12 m, as measured along the centreline of the road.
6. The backlot set itself will be located approximately at least 58 m from TRCA designated sensitive land areas.



**WALTERS** FORENSIC ENGINEERING INC.

This concludes our assessment to date. If you have any further questions, please do not hesitate to contact the undersigned.

Yours very truly,

Jeff Archbold, B.Eng., M.A.Sc., P.Eng.