
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 viewing the [livestream](#). A recording of the meeting will also be available on the [City's website](#) following the meeting.

An In Camera meeting of Council has been scheduled in accordance with the provisions of Section 239 (2) of the *Municipal Act* and Procedural By-law 7665/18, in that the matters to be discussed relate to:

- e) litigation or potential litigation, including matters before administrative tribunals, affecting the municipality or local board (Item 3.2);
- f) advice that is subject to solicitor-client privilege, including communications necessary for that purpose (Item 3.2); and,
- i) a trade secret or scientific, technical, commercial, financial or labour relations information, supplied in confidence to the municipality or local board, which, if disclosed, could reasonably be expected to prejudice significantly the competitive position or interfere significantly with the contractual or other negotiations of a person, group of persons, or organization (Item 3.1).

Page

1. Roll Call

2. Disclosure of Interest

3. In Camera Matters

3.1 (Acting) Director, Community Services, Confidential Report CS 03-21
Commercial Information Supplied in Confidence to the City

3.2 Director, City Development & CBO, Confidential Report PLN 03-21
Advice and Direction regarding LPAT Matters

4. Delegations

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 for any items listed under Section 5 of the agenda, visit www.pickering.ca/delegation, and complete the on-line delegation form or email 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.

5. Matters for Consideration

- 5.1 [Director, Corporate Services & City Solicitor, Report LEG 03-21](#) **1**
Servicing Agreement between The Regional Municipality of Durham and
The Corporation of the City of Pickering
- Seaton Employment Lands

Recommendation:

1. That the attached Servicing Agreement between The Regional Municipality of Durham and The Corporation of the City of Pickering be approved (Attachment No. 1 to this Report);
2. That the Mayor and City Clerk be authorized to execute the said Servicing Agreement, subject to minor revisions acceptable to the Director, Corporate Services & City Solicitor; and,
3. That appropriate City of Pickering officials be authorized to take the actions necessary to implement the recommendations in this report.

6. Confirmation By-law

7. Adjournment

From: Paul Bigioni
Director, Corporate Services & City Solicitor

Subject: Servicing Agreement between The Regional Municipality of Durham and The Corporation of the City of Pickering
- Seaton Employment Lands
- File: L-4610-004-18

Recommendation:

1. That the attached Servicing Agreement between The Regional Municipality of Durham and The Corporation of the City of Pickering be approved (Attachment No. 1 to this Report);
 2. That the Mayor and City Clerk be authorized to execute the said Servicing Agreement, subject to minor revisions acceptable to the Director, Corporate Services & City Solicitor; and
 3. That appropriate City of Pickering officials be authorized to take the actions necessary to implement the recommendations in this report.
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Executive Summary: Attachment No. 1 is a draft Servicing Agreement between the Region of Durham (the "Region") and the City for the extension of a sanitary sewer and a watermain through Provincially owned employment lands in Seaton. Attachment No. 2 is a Location Map identifying those lands.

On July 22, 2019, City Council approved the hiring of TACC Construction to construct the sanitary sewer and watermain (Report CAO 06-19). These services will be assumed by the Region. They connect with the existing trunk sanitary sewer and water lines near Whites Road and run east along the alignment of Street A and Kubota Drive, as shown on Attachment No. 2. These services will connect the Kubota Canada site, as well as the other employment lands between Whites Road and Kubota Drive.

Financial Implications: The City is responsible to front fund the full cost of the works described in the Servicing Agreement. The estimated cost of the works is \$1,750,000.00. Pursuant to report CAO 06-19, this work commenced on August 27, 2019. It is already mostly completed and paid for.

The Servicing Agreement also requires the City to pay to the Region: (a) engineering and legal fees for the preparation and processing of the Servicing Agreement totaling \$31,424.77; and (b) the cost of registration of the Servicing Agreement against title to the affected lands. These fees are charged by the Region whenever Regional services are constructed and landowners want to connect to them. The Servicing Agreement also requires the City to pay any costs relating to the works that arise from the absence of formal easements in favour of the Region. This requirement

was added by the Region because the services constructed by the City run through lands owned by Infrastructure Ontario, and the City cannot obtain an easement over those lands for the Region. While this requirement is not typical, City staff anticipate that this cost will be zero, because the Region is entitled to access the services without any easement, pursuant to section 91(9) of the *Municipal Act*.

The approved 2019 Capital Budget for 5203.1904 Municipal Servicing 407 Corridor Lands Phase 1 allocates the funds required for the full cost of the works and the related fees noted above.

The cost of the works, inclusive of the related fees, will be recovered from Kubota Canada and future landowners who benefit from these services. Cost recovery will include the construction costs, land costs, soft costs such as consulting fees, licence fees and permits, and carrying costs. Cost recovery will be effected through the Seaton Landowners' Group Cost Sharing Agreement, the site plan approval process and through any future Agreements of Purchase and Sale which Council may deem fit to approve.

Discussion: The Seaton Phase 1 Regional Front Ending Agreement between the Region and the Seaton Landowners provides for the construction of the trunk sanitary sewer and water supply services to the Seaton Phase 1 Employment Lands. The local sanitary sewers and watermains connecting to these trunk services are the responsibility of the landowners. Construction of the local sanitary sewers and water lines facilitates the development of the employment lands lying east of Whites Road (Sideline 26), including the Kubota Canada site. The Kubota Canada site was originally purchased by the City from Infrastructure Ontario, and sold on to Kubota Canada. Pursuant to Report CAO 06-19, the City hired TACC Construction to construct the local sanitary sewer and watermain required to service the lands.

A 375 millimetre (mm) diameter sanitary sewer and 400 mm watermain have been constructed to service the Kubota lands and are required to be extended from the trunk services, located east of Whites Road, on the north side of Highway 407, to the Kubota site (Attachment No. 2). In accordance with its normal practice, the Region will not allow Kubota Canada to connect to these services until a Servicing Agreement is executed.

These services were to be located within a City owned road right-of-way in the proposed industrial plan of subdivision on lands to be acquired from the Province and facilitated through a subdivision agreement with the Region for the construction of the local services. In advance of signing the subdivision agreement, the City requested Regional approval to construct the works by way of pre-servicing. The City has a licence from the Province which permits the construction and operation of the Regional services within the Province's lands. This licence has an expiry date of August 2021. Pre-servicing proceeded on the basis that connection to the trunk services would not be allowed until the City owns the lands for the right-of-way and enters into a subdivision agreement with the Region.

To date, the purchase of these lands including the road rights-of-way which would contain these Regional services has not been completed. As a result, a Regional subdivision agreement cannot be executed until the lands are acquired or an easement over the lands is established. To resolve this situation, City staff proposed that the City enter into a Servicing Agreement with the Region to address the above subdivision agreement matters. The City will be responsible for any and all

until such time as the City can acquire ownership or a Regional easement is granted over the lands within which these Regional services will be located.

The Servicing Agreement has been negotiated by City staff to enable construction of the sanitary sewer and watermain works. The Servicing Agreement is in acceptable form, and City staff recommend that it be approved by the City and executed.

Attachments:

1. Draft Servicing Agreement
 2. Location Map of the subject lands
-

Prepared By:

Approved/Endorsed By:

Original Signed By:

Original Signed By:

Candace Tashos, B.A. (Hons.), M.A., J.D.
Assistant Solicitor

Paul Bigioni
Director, Corporate Services & City Solicitor

CT:ks

<p>Recommended for the consideration of Pickering City Council</p> <p>Original Signed By:</p> <p>Marisa Carpino, M.A. Interim Chief Administrative Officer</p>
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Schedule A Solicitor's Certificate

Schedule B Lands and Easements to be Conveyed to the Region

Legal File 2020-1433

Works File 2019-P-001



SERVICING AGREEMENT

This Agreement dated November 10, 2020 is made

B E T W E E N:

THE CORPORATION OF THE CITY OF PICKERING
(the "City")

- and -

THE REGIONAL MUNICIPALITY OF DURHAM
(the "Region")

RECITALS

WHEREAS:

- (a) The City does not intend to become the registered owner of all the Lands;
- (b) The City does not propose to develop the Lands;
- (c) This Agreement will not be registered until the terms and conditions of this Agreement herein contained have been met, pursuant to Section 41 of the *Planning Act*, as amended and the authority for the registration of this agreement is pursuant to Section 41(10) of the *Planning Act*; and
- (d) The development of the Lands and other neighbouring properties will necessitate the construction of the Works.

NOW THEREFORE the City, the Region and the Encumbrancer agree as follows:

INTERPRETATION

Definitions

1. In this Agreement and in the recitals above,
 - (a) "**Agreement**" means this servicing agreement and all referenced Schedules including the drawings referenced in the definition of "Works" which shall all inclusively be considered the complete and entire Agreement;
 - (b) "**Completion Acceptance Letter**" means the letter described in Section 11;
 - (c) "**Final Acceptance Letter**" means the letter described in Section 12;
 "**Lands**" means the lands described in Schedule "B".
 - (d) "**Letter of Credit**" means the letter of credit described in Section 21;

- (e) **“Region”** means The Regional Municipality of Durham acting as a body corporate and, where the context requires, includes all employees, officers, servants and agents of The Regional Municipality of Durham; and
- (f) **“Works”** means all of the sanitary sewers and appurtenances, sanitary sewer connections, watermains and appurtenances and water service connections, to be installed as shown on the engineering drawings titled as 407 Corridor Lands Phase 1, General Plans of Servicing, Drawing Nos. 101, 102, 103 and 104, Project No. 18:400, by Sabourin Kimble & Associates Ltd., approved by the Region of Durham July 31, 2019, and upon contractual agreement between the parties shall be available at the Works Department of the Region for viewing and includes the removal of any existing services as noted on such drawings.

Schedules

- 2. The following Schedules are attached to and form part of this Agreement:

Schedule A Solicitor's Certificate

Schedule B Lands and Easements to be Conveyed to the Region

References

- 3. References in this Agreement to Sections and Schedules are to Sections and Schedules in this Agreement.

Extended Meanings

- 4. This Agreement shall be read with all changes in gender or number as the context may require.

City's Expense

- 5. Every provision of this Agreement by which the City is obligated in any way shall be deemed to include the words "at the expense of the City" unless the context otherwise requires.

REGIONAL SERVICES

Design and Installation

- 6. (1) In this Section, “plans” means the plans, profiles, contours, surveys and other engineering reports, materials, drawings, data and investigations required to complete the design and installation of the Works.
- (2) The City shall be responsible for the preparation of all plans and the installation of all Works. The plans shall be prepared and the installation of the Works shall be undertaken in accordance with all applicable federal, provincial and municipal laws, by-laws, rules, regulations, standards and other governmental requirements and the Design and Construction Specifications for Regional Services. Where no materials are specified in the Region’s design guidelines, the materials shall be approved by the Region prior to the installation of the Works.
- (3) At the request of the Region, the City shall make all necessary changes or deletions to the plans and the scope of the Works shall be adjusted accordingly.

Authorization to Commence Work

- 7. The City shall not commenced the installation of the Works without written permission from the Region. Such permission shall not be given until:-

- (a) all monies, securities and insurance policies required by this Agreement have been delivered to the Region;
- (b) this Agreement has been registered against title to the Lands as and when required by paragraph 28 of this Agreement;
- (c) the lands and easements set out in Schedule B have been conveyed to the Region as and when required by paragraph 32 of this Agreement; and
- (d) the Owner has obtained all necessary approvals for the installation of the Works.

Notwithstanding the foregoing, the City commenced some of the Works with the Region's permission on August 27, 2019. The parties acknowledge that this does not constitute a default under this Agreement, and that the balance of the Works to be completed shall adhere to the above conditions.

Additional Work

- 8. If at any time prior to completing the installation of the Works the Region is of the opinion that additional Regional services are necessary to service the Lands or that existing Regional services need to be removed from the Lands, the Owner shall install or remove such services at the request of the Region.

Completion of the Works

- 9. The completion dates for the installation of the Works shall be as follows:
 - (a) All regional underground services on or before September 30, 2021.
 - (b) Base course asphalt on Regional roads on or before n/a
 - (c) Surface course asphalt and sodding on Regional roads on or before n/a.
- 10. If the City fails to complete the installation of the Works by such dates, the City shall pay to the Region, as predetermined liquidated damages, the sum of one hundred dollars (\$100.00) per day beyond the completion date for every hundred thousand dollars worth of uncompleted work unless the City has been prevented from so doing by reason of strike, lock-out, material shortages, or natural calamities beyond the reasonable control of the City.
- 11. After the Works have been installed to the satisfaction of the Region, the Region shall issue a letter (the "Completion Acceptance Letter") confirming completion of the Works and the commencement date for the maintenance period referred to in Section 12.

Maintenance of the Works

- 12. The City shall maintain the Works for a minimum period of two (2) years following the issuance of a Completion Acceptance Letter. At the conclusion of the maintenance period, the Region shall re-inspect the Works and, if acceptable, the Region shall issue a letter (the "Final Acceptance Letter") confirming such acceptance and the termination of the maintenance period. Upon the issuance of the Final Acceptance Letter, the Region shall assume ownership of, and all operation and maintenance responsibilities for, the Works.

"As Recorded" Drawings

13. Prior to the issuance of the Final Acceptance Letter, the Owner shall submit to the Region, complete in accordance with Regional standards, "as recorded" drawings for the Works.

Emergency Repairs

14. The Region may enter upon the Lands at any time for the purpose of making emergency repairs to any of the Works. In such situation the Region shall not be deemed to have accepted any of the Works or assumed any liability in connection with the Works.

Restoration of Roads

15. The City shall be responsible for the clean-up and repair of all Regional and local roads, including boulevards, which become dirty or damaged as a result of the installation of the Works. Within 48 hours of verbal notification to the City by the Region, the City shall undertake such works as are necessary to clean-up or repair the roads.

FINANCIAL MATTERS

Cost of the Works

16. The City shall be responsible for the full cost of the Works. The estimated cost of the Works is as follows:

(a)	Sanitary sewers and appurtenances	<u>\$802,000.00</u>
(b)	Sanitary sewer connections	<u>15,300.00</u>
(c)	Watermains and appurtenances	<u>921,300.00</u>
(d)	Water service connections	<u>11,100.00</u>
(e)	Regional storm sewers and appurtenances	<u>0.00</u>
(f)	Regional storm sewer connections	<u>0.00</u>
(g)	Regional roads	<u>0.00</u>
	TOTAL	<u>\$1,749,700.00</u>

Costs Attributed to Works Installed On Province Owned Lands Without Easements or Road Allowances

17. The City shall be responsible for any and all costs relating to the Works that arise from the absence of formal easements in favour of the Region or City owned road allowances. The determination of the costs shall be at the sole discretion of the Region. The City shall continue to be responsible for such costs until the required easements have been conveyed to the Region or the City has acquired the related road allowances. The City shall reimburse the Region for any such costs incurred by the Region.

Fees

18. (1) In this Section,
- (a) "Engineering Fee" means all costs and expenses incurred by the Region in reviewing, examining and inspecting the design and installation of the Works;
 - (b) "Local Connections" means all water connections, sanitary sewer connections and Regional storm sewer connections related to the Lands previously installed or paid for by the Region;

- (c) “Local Services” means all watermains and appurtenances, sanitary sewers and appurtenances, Regional storm sewers appurtenances, and Regional road work related to the Lands previously installed or paid for by the Region; and
- (d) “MOE Credit” means any payments made by the City for processing a Ministry of the Environment certificate for sanitary sewers, watermains and/or Regional storm sewers.

(2) The Engineering Fee is calculated by applying the applicable formula in the following chart to the total cost of the Works:

Total Cost of the Works	Engineering Fee
Less than \$100,000	3% (minimum \$250.00)
\$100,001 to \$200,000	\$3,000 on first \$100,000 and 2.5% on next \$100,000
\$200,001 to \$500,000	\$5,500 on first \$200,000 and 2.25% on next \$300,000
\$500,001 to \$1,000,000	\$12,250 on first \$500,000 and 2.0% on next \$500,000
\$1,000,001 to \$2,000,000	\$22,250 on first \$1,000,000 and 1.50% on next \$1,000,000
\$2,000,001 to \$4,000,000	\$37,250 on first \$2,000,000 and 1.20% on next \$2,000,000

(3) The Engineering Fee only includes periodic inspection. If the Region is required to provide full-time on-site inspection services for the installation of the Works, then the City shall reimburse the Region for all costs and expenses incurred by the Region for such services. All such costs and expenses shall be in addition to the Engineering Fee.

(4) Prior to execution of this Agreement by the Region, the City shall pay to the Region by certified cheque the sum of **\$31,424.77** calculated as follows:

(a) Engineering Fee	<u>\$30,474.77</u>
(b) MOE Credit	<u>(650.00)</u>
(c) Local Services	
(i) Regional roads and storm sewers	<u>0.00</u>
(ii) Watermains	<u>0.00</u>
(iii) Sanitary sewers	<u>0.00</u>
(d) Local Connections	
(i) Regional storm sewer connection	<u>0.00</u>
(ii) Water service connection	<u>0.00</u>
(iii) Sanitary sewer connection	<u>0.00</u>
(e) legal fees for the preparation and processing of this Agreement	<u>1,125.00</u>
(f) financial administration fee	<u>475.00</u>
TOTAL	<u>\$31,424.77</u>

19. The City shall reimburse the Region for the cost of registering this Agreement and all related documents against title to the Lands.

Security

20. The City is not required to provide a letter of credit (the “Letter of Credit”) to guarantee performance and maintenance.

Insurance

21. (1) The City shall obtain and maintain policies of insurance with the following types of coverage and associated limits:

- (a) General Liability coverage to a limit of \$5,000,000;
- (2) Any insurance obtained under this Section shall name the Region as additional insured so that it is protected from claims by third parties, is protected from claims by insurers, and, in the case of insurance insuring against major perils, is able to receive the proceeds for the purposes of correcting any deficiencies arising as a result of any perils insured against which are not being rectified by the City.
- (3) No policy of insurance shall contain a clause for exclusion for blasting.
- (4) All insurance policies shall specify that they shall not be cancelled or changed to reduce the coverage unless the insurance company has given thirty (30) days prior written notice to the Region.
- (5) Certificates of insurance setting out the essential terms and conditions of the insurance shall be provided to the Region prior to the Region executing this Agreement and shall be continued until the Final Acceptance Letter has been issued. The certificate of insurance shall be in a form satisfactory to the Region's Treasurer.
- (6) The issuance of any policy of insurance shall not be construed as relieving the City from responsibility from other or larger claims, if any, for which the City may be held responsible.

Indemnification

- 22. Until the Final Acceptance Letter has been issued, the City shall indemnify and save harmless the Region from all losses, damages, costs, expenses, claims, demands and actions of every nature and kind whatsoever including death or injury (collectively referred to as "losses") arising directly or indirectly from the design, installation, maintenance or operation of the Works or any other obligation of the City under this Agreement, whether or not such losses are incurred by reason of negligence on the part of the City and whether such losses are sustained by the Region, the City or their employees, workmen, servants, agents or councillors or any other person or corporation.

DEFAULT

Events of Default

- 23. The City shall be in default under this Agreement if,
 - (a) the City fails to install or maintain any part of the Works as required by this Agreement or fails to carry out any other obligation under this Agreement.;
or
 - (b) the Region receives legal notice, or otherwise finds, that the City has ceased to carry on business, whether such cessation of business is voluntary or involuntary, if applicable.

Remedies of Default

- 24. If the City is in default and such default has continued for a period of seven (7) days (or such longer period as may be reasonably required in the circumstances to cure the default) after receipt of notice from the Region setting out the particulars of the default, the Region may enter upon the Lands and do all such matters and things as are required to remedy the default, including the repair or reconstruction of faulty work and the replacement of substandard materials. Nothing in this Section shall require the Region to give notice in any situation deemed by the Region to be an emergency.

25. Actual costs incurred by the Region in carrying out any remedial work plus twenty five (25%) percent of such costs as a charge for overhead (to be construed as a liquidated amount, not as a penalty) shall be paid by the City to the Region.
26. The Region may invoice the City to satisfy any costs associated with remedying any default.
27. Failure by the Region to exercise any of its rights, powers or remedies under this Agreement or any delay in doing so shall not constitute a waiver of those rights, powers or remedies. The single or partial exercise of a right, power or remedy shall not prevent its subsequent exercise or the exercise of any other right, power or remedy.

OTHER MATTERS

Notice of Agreement

28. This Agreement shall be registered against title to those Lands owned by the City, until such time as they are dedicated or established as public highway and shall be enforceable against the City and all subsequent owners of those Lands.
29. The City shall give to every purchaser of any part of the Lands actual notice of the existence and the terms of this Agreement and include such notice in any offer to purchase or other similar document dealing with the Lands.
30. At the request of the City, the Region shall release this Agreement from title to the Lands provided the Final Acceptance Letter has been issued and the City has paid to the Region the Region's fee and registration expenses for such release.

Postponement

31. All rights and interests which the Encumbrancer has in the Lands are hereby postponed to this Agreement and any easement given pursuant to this Agreement, if applicable.

Licence and Conveyances

32. The City shall convey or ensure that the necessary party conveys to the Region on the signing of this Agreement or as soon as practical afterwards, the lands and interests in land set out in Schedule B. Any such conveyances shall be in a form acceptable to the Regional Solicitor.
33. Until such time as the City conveys or arranges to convey the lands set out in Schedule B, the City shall maintain and extend their existing licence from the Province of Ontario which permits the construction and operation of the Works, beyond the licence's current expiry date of August 2021, and provide proof of such licence to the Region.

Connection Approvals

34. Prior to making connection to the sanitary sewers and watermains being installed under the terms of this Agreement, the City shall obtain connection approvals from the Region. The Region shall not issue a connection approval until the Completion Acceptance Letter has been issued.

Further Assurances

35. The City shall execute such further assurances of the rights hereby granted as deemed necessary by the Region.

Notices

36. (1) Any notice to the City shall be in writing and shall be delivered to the following address:

The Corporation of the City of Pickering
 One The Esplanade
 Pickering, Ontario
 L1V 6K7

Attention: Mr. Paul Bigioni
 Fax No. 905-420-7648

- (2) Notice shall be sufficiently given if,
- (a) delivered in person;
 - (b) sent by registered mail; or
 - (c) sent by facsimile transmission during normal business hours on a business day.
- (3) Each notice sent shall be deemed to have been received,
- (a) on the day it was delivered;
 - (b) on the third business day after it was mailed (excluding each business day during which there existed any general interruption of postal services due to strike, lockout or other cause); or
 - (c) on the same day that it was sent by facsimile transmission or on the first business day thereafter if the day on which it was sent by facsimile transmission was not a business day.
- (4) The Owner may change its address for notice by giving notice to the Region's Clerk in the manner provided in this Section.

Successors and Assigns

37. (1) The Owner agrees that it will not convey by way of deed, or transfer, or grant or assign or exercise a power of appointment or enter into an agreement of purchase and sale in respect of the Property, or any portion thereof, or enter into any other agreement or lease, which has or could have the effect of granting the use of or right in the Property, or any portion thereof, directly or by entitlement to renewal, for a period of 21 years or more, unless the Owner requires the proposed purchaser, grantee, assignee, lessee, or such other person who would be entitled to the benefits of such agreements or transactions, to execute and deliver to the Region of Durham an agreement with the Region of Durham, satisfactory in form and content to the Regional Solicitor, wherein such party agrees to assume the covenants and obligations of the Owner set out in this Servicing Agreement and to be bound by the terms of this Servicing Agreement.
- (2) The parties consent to the registration of this Servicing Agreement against title to the Property in priority to all other charges and mortgages, and agree to execute any and all documents required for such purpose and agree that the burden of these rights, easement and covenants shall run with and bind the Property and every owner of the Property, and every successor and assign of

every owner of the Property in perpetuity and the benefit of this Servicing Agreement shall be annexed to and run with the Property.

(3) This Servicing Agreement shall be binding upon and shall enure to the benefit of each of the parties and their respective successors and assigns, whether on title or otherwise.

Recitals

46. The Recitals contained in this agreement are true and correct and are legally binding and form a true part of this agreement.

Electronic and Counterpart Signatures

47. This Agreement and any Ancillary Agreements may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall be deemed to be one and the same agreement or document. A signed copy of this Agreement or any Ancillary Agreement transmitted by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement or such Ancillary Agreement for all purposes.

IN WITNESS WHEREOF the parties have executed this Agreement and if required may do so with counterpart signatures.

THE CORPORATION OF THE CITY OF PICKERING

2020/ /

Name:
Title:

2020/ /

Name:
Title:
I/We have authority to bind the Corporation

THE REGIONAL MUNICIPALITY OF DURHAM

2020/ /

John Henry, Regional Chair and CEO

2020/ /

Ralph Walton, Regional Clerk

SCHEDULE A

Solicitor’s Certificate

**TO: THE REGIONAL MUNICIPALITY OF DURHAM
(the “Region”)**

I, _____, a Solicitor duly qualified to practise law in the Province of Ontario, do hereby certify that the Owner is the owner in fee simple of the Lands and that there are no mortgages or other encumbrances upon the Lands or any part thereof save and except the following:

I further certify that [x] is the owner in fee simple of the lands to be conveyed to the Region as set out in Schedule B and that there are no mortgages or other encumbrances upon such lands or any part thereof save and except the following:

This Certificate is given by me to the Region for the purpose of having the Region act in reliance on it in executing the Servicing Agreement dated November 10, 2020 and for certifying title to the Lands and the lands set out in Schedule B.

DATED at _____, Ontario, this _____ day of _____, 2020.

Solicitor

SCHEDULE B

Lands And Interests To Be Conveyed To The Region

PIN 26402-0147(LT)

Owner: The Corporation of the City of Pickering

Transfer of Easement
(Watermain)

Part of Lot 24, Concession 5
Part 20, Plan 40R-29467

PIN 26402-0105(LT) and PIN 26402-0146(LT)

Owner: Kubota Canada Ltd.

Transfer of Easement
(Watermain)
(Job No. 04-1620-Ease-E-Pel1-2 by
Holding Jones Vanderveen Inc.)

Part of Lots 23 and 24, Concession 5
Parts 1, 2, 3, 4 and 6, Plan 40R-

PIN 26386-0154(LT)

Owner: Her Majesty the Queen in Right Of Ontario as Represented by the Minister of Infrastructure

Transfer of Easement
(Watermain)
(Job No. 04-1620-Ease-E-Pel1-A by
Holding Jones Vanderveen Inc.)

Part of Lot 26, Concession 5
Part 5, Plan 40R-

PIN 26402-0096(LT) and 26386-0154(LT)

Owner: Her Majesty the Queen in Right Of Ontario as Represented by the Minister of Infrastructure

Transfer of Easement
(Sanitary sewer and watermain)
(Job No. 04-1620-Ease-E-Pel1-A by
Holding Jones Vanderveen Inc.)

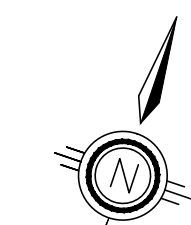
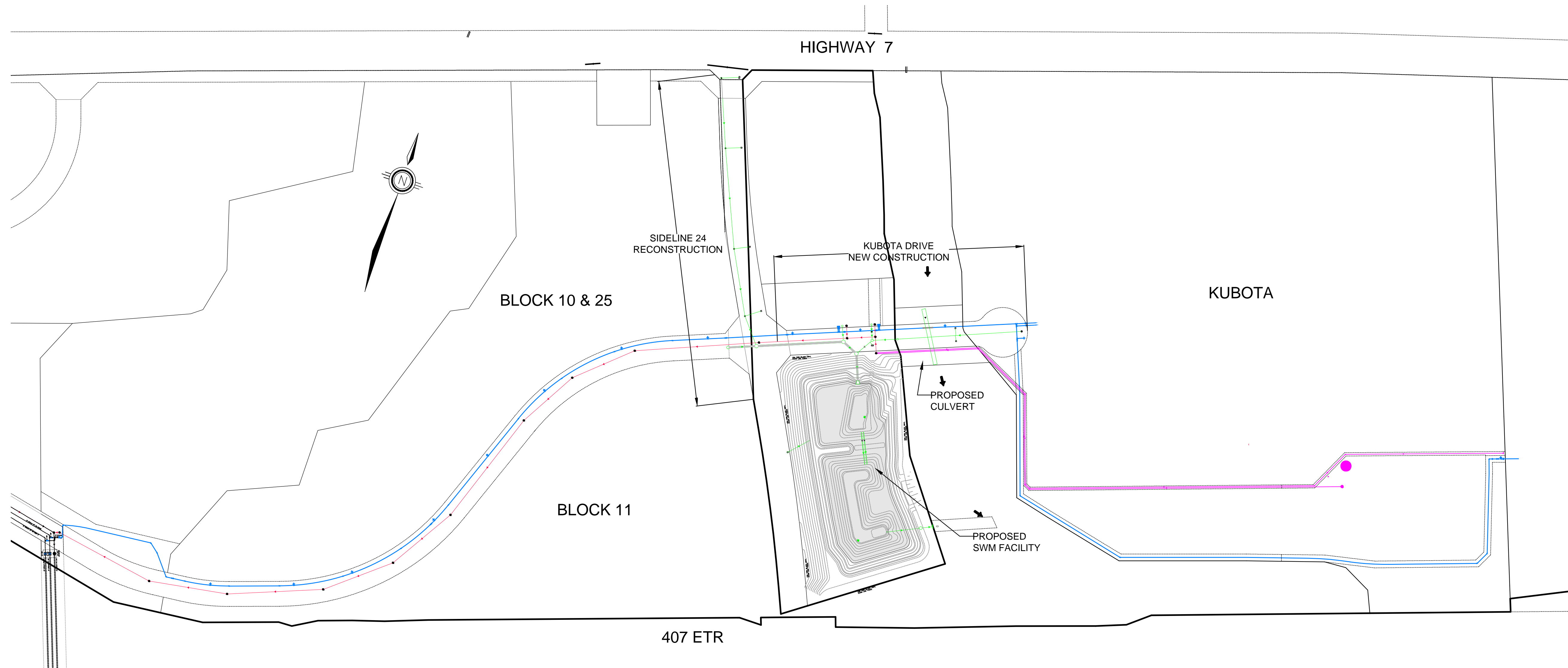
Part of the Road Allowance between Lots 24
and 25, Concession 5 and Part of Lots 25 and
26, Concession 5
Parts 1, 2, 3 and 4, Plan 40R-

PIN 26402-0147(LT)

Owner: The Corporation of the City of Pickering

Transfer of Easement
(Sanitary sewer and watermain)

Part of Lot 24, Concession 5
Parts 6 and 7, Plan 40R-30968



- LEGEND:
- PROP. STORM SEWER
 - PROP. SANITARY SEWER
 - PROP. WATERMAIN
 - PROP. SANITARY FORCEMAIN
 - PROP. SANITARY PUMPING STATION

SCALE 1:2000

**PICKERING INNOVATION
CORRIDOR OVERALL SERVICING
CONCEPT PLAN**



**SABOURIN KIMBLE
& ASSOCIATES LTD.**
CONSULTING ENGINEERS

PROJECT NUMBER	FIGURE NUMBER
18:400	1

PLOT DATE: 07/22/2020 02:11 AM CAD FILE: P:\18-400\18-400-01\18-400-01-01.dwg Fig. 1 - Overall Servicing Plan