

Pedestrian Bridge connecting 45 Bay Street to the Air Canada Centre (50 Bay Street) – 81 Bay Street

Date: May 30, 2019
To: Toronto and East York Community Council
From: Manager, Permits and Enforcement, Transportation Services
Toronto and East York District
Wards: Ward 10
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SUMMARY

This staff report is about a matter which Community Council has delegated authority from City Council to make a final decision.

The proposed bridge will link the property at 81 Bay Street to the Scotiabank Areana "Galleria", at 40 Bay Street. On behalf of the owners of 81 Bay Street, Khurana Associates Inc. submitted an application which proposes to construct the new pedestrian bridge. 45 Bay Street Property II Inc., 45 Bay Street Property III Inc., 141 Bay Street Property I Inc., Hines 81 Bay Street Inc. and 10103578 Canada Inc. are the owners of 81 Bay Street, and Maple Leaf Sports and Entertainment Ltd. are the owners of 40 Bay Street. The bridge will encroach over the public right of way above Bay Street.

Transportation Services has reviewed the application. The Applicant and owners are required to satisfy all conditions of approval set out in the recommendations of this report and must comply with Transportation Services procedure for granting approval of bridges.

RECOMMENDATIONS

The Manager, Permits and Enforcement, Transportation Services, recommends that Toronto and East York Community Council:

1. Authorize the City to enter into an encroachment agreement (the "Agreement") with the owners of 81 Bay Street permitting the pedestrian bridge (the "Encroachment") on the terms and conditions set out below, and on any other or amended terms and conditions satisfactory to the General Manager of Transportation Services (the "GM"), and in a form satisfactory to the City Solicitor:

- a. the Owner shall submit a report, stamped and signed by either the architect or professional engineer who designed the Encroachment , addressing how vehicles, pedestrians and City-owned infrastructure will be protected from any snow and/or ice or other materials that may fall from the bridge;
- b. the Owner shall design, construct, repair and maintain the Encroachment, at its own expense to the satisfaction of the GM and shall not make or permit any additions or modifications to the Encroachment beyond what is permitted under the terms of the Agreement without the City's consent, which may be unduly delayed or arbitrarily withheld;
- c. the City shall not be responsible for repairing or replacing the Encroachment damaged as a result of clearing or removing litter, graffiti, posters, snow or ice, or as a result of street repairs;
- d. the City shall maintain the right to place pipes, cables, wires, poles and other infrastructure through, over or under the Encroachment;
- e. the City shall be released from and against all actions, suits, claims or demands and from all loss, costs, damages and expenses that may result from such permission granted for the Encroachment;
- f. the Owner shall indemnify the City from and against all actions, suits, claims or demands and from all loss, costs, damages and expenses that may result from such permission granted, any matter related to the Encroachment, and any failure of the property owner to comply with the Agreement in a form and content satisfactory to the City Solicitor;
- g. the Owner shall provide and maintain public liability and property damage insurance with an insurer satisfactory to the GM for the lifetime of the Agreement in a form as approved by the Deputy City Manager and Chief Financial Officer, including a cross-liability /severability of interest clause, a provision that the insurance is primary before the insurance of the City, and a 30 day prior notice of cancelation/renewal clause, and in the amount not less than \$10 million or such greater amount as the Deputy City Manager and Chief Financial Officer may require;
- h. the Owner shall provide and maintain an irrevocable letter of credit, in an amount satisfactory to the City to be retained by the City, for the duration of construction of the pedestrian bridge within the Queen Street West right of way, to secure against any damage to the City right of way and to guarantee that the work within the public right of way is completed to the City's satisfaction. Prior to the release of the letter of credit the property owner will be required to provide a construction sign-off letter stamped and signed by the structural engineering firm that designed the bridge which states that the bridge is safe and ready to be opened to pedestrian traffic, along with two sets of as-built drawings;
- i. the Owner shall pay (i) an annual licence fee in the amount of \$10,900.00 plus applicable HST, and (ii) any applicable real property taxes eligible.

The licence fees will be recalculated every ten (10) years, and shall increase annually by an amount equivalent to the percentage increase in the Consumer Price Index (all items – Toronto).

- j. the design and construction of the Encroachment shall comply with the Canadian Highway Bridge Design Code (CAN/CSA) as amended, superseded or replaced from time to time;
- k. the Owner shall obtain all Public Utility Coordinating Committee clearances and/or sign-offs from the public utility companies and satisfy any requirements they may have;
- l. the Owner shall obtain approval and all necessary permits for the construction of the Encroachment from the Toronto Building Division, if required;
- m. the Owner shall provide as-built drawings within 60 days of completing the construction of the Encroachment to Survey and Mapping, Attention: Utility Mapping Supervisor, Engineering Design, 275 Merton Street, 1st Floor, Toronto, Ontario M4S 1A7, as well as to Transportation Services, Right of Way Management, Construction Activities, 55 John Street, 17th Floor, Metro Hall, Toronto, Ontario M5V 3C6;
- n. the life of the Agreement to be limited to the removal of the Encroachment or the date of the demolition of either of the Buildings, whichever is event earlier
- o. the Owner shall, at its own cost, charge and expense and to the satisfaction of the GM, alter or remove the Encroachment if deemed necessary for municipal purposes by the GM upon receiving not less than 365 days' notice in writing by the GM;
- p. prior to commencement of construction, a street work permit shall be obtained by the Owner in accordance with Article III of Chapter 743, Streets and Sidewalks, City of Toronto Municipal Code;
- q. the Agreement shall be registered on title to the Owner's property and other affected properties deemed necessary by the City Solicitor, at the expense of the Owner, with appropriate title opinions provided to the satisfaction of the City Solicitor as may be required by the City Solicitor;
- r. the Owner agrees that the pedestrian bridge shall, for the life of the Buildings, remain publicly accessible in accordance with the provisions of the Agreement;
- s. the Owner agrees that the City shall have the right of entry on the Buildings and on the Encroachment, to acquire access to the Encroachment for the purposes of inspection, repair, or removal of the Encroachment or performing any other activity permitted by the City under the Agreement;

- t. the Agreement shall include rights and remedies acceptable to the GM including the right, but not the obligation, of the City to remedy any failure of the Owner to comply with the Agreement, and the costs incurred by the City in enforcing the Agreement shall be payable by the Owner;
 - u. shall require the Owner to adhere to applicable federal, provincial or municipal laws, by-laws, policies including the City of Toronto Municipal Code and Transportation Services' standard process for acquisition of encroachment agreements;
 - v. the Owner shall submit a Traffic Management Plan and Construction Schedule letter outlining proposed Bridge Installation and advising on impacts within the public right of way in the area of the proposal which content shall be to the satisfaction of the GM prior to the issuance of a Construction Permit; and
 - w. the Owner will be responsible for restoration to the road pavement, to the satisfaction of the GM, if necessary, upon completion of the installation of the Encroachment.
 - x. the Owner shall be responsible for obtaining TTC clearance for the use of loads/hoists on the roadway in order to install the bridge. This must be provided prior to the issuance of the construction permit.
2. Direct the GM to extend the Agreement to the new owner, in the event of sale or transfer of the properties abutting or encumbered by the encroachments, subject to the prior approval of the General Manager of Transportation Services in respect of the property owner's property, and provided in all cases the transferee or assignee enters into an assumption agreement with the City to assume the obligations under the Agreement, in form satisfactory to the City.
 3. Authorize the GM to administer and manage the Agreement including the provision of any consents, approvals, notices provided that the GM may, at any time, refer consideration of such matters (including their content) to the Toronto and East York Community Council for its determination and direction.
 4. Authorize the City Solicitor to prepare and arrange execution of the Agreement as required by this report.

FINANCIAL IMPACT

The Agreement will generate an estimated revenue of \$10,900.00 annually and shall increase annually by an amount equivalent to the percentage increase in the Consumer Price Index (all items – Toronto).

The Chief Financial Officer has reviewed this report and agrees with the financial impact information.

DECISION HISTORY

The bridge was approved in the final rezoning of the property for the new development for the final Municipal Address of 81 Bay Street.

COMMENTS

An application has been received from the Applicant on behalf of the owners, to erect a pedestrian bridge to provide a PATH connection between the new office building at 81 Bay Street (CIBC Square) and the existing building at 50 Bay Street (Scotiabank Areana "Galleria", as required by an IMIT Agreement with the City of Toronto.

The pedestrian bridge will span 23.88 m over the public right of way of Bay Street, located 108 m north of the north east intersection of Lake Shore Blvd West, with a 5.8 m clearance over the centre line of Bay Street. These are shown on the site plan A09 and the elevation drawings A46, copies are attached as schedule A.

As there may also be potential impacts to existing utility infrastructure which are currently unknown, it will be the Owner's responsibility to undergo a public utility review with a view of obtaining clearances from the affected utility agencies and satisfying their requirements prior to the issuance of a construction permit authorizing work within the public right of way.

Encroachments are governed by the criteria set out in the City of Toronto Municipal Code, Chapter 743, Streets and Sidewalks, use of. However, the Municipal Code is silent on the subject of bridges which are located over the public right of way. Therefore, clearance from Community Council is required for the final approval of this application which will include the owner entering into an encroachment agreement.

Transportation Services has reviewed the application and determined that the bridge does not impact the public right of way in a negative manner and therefore recommend approval of the application.

CONTACT

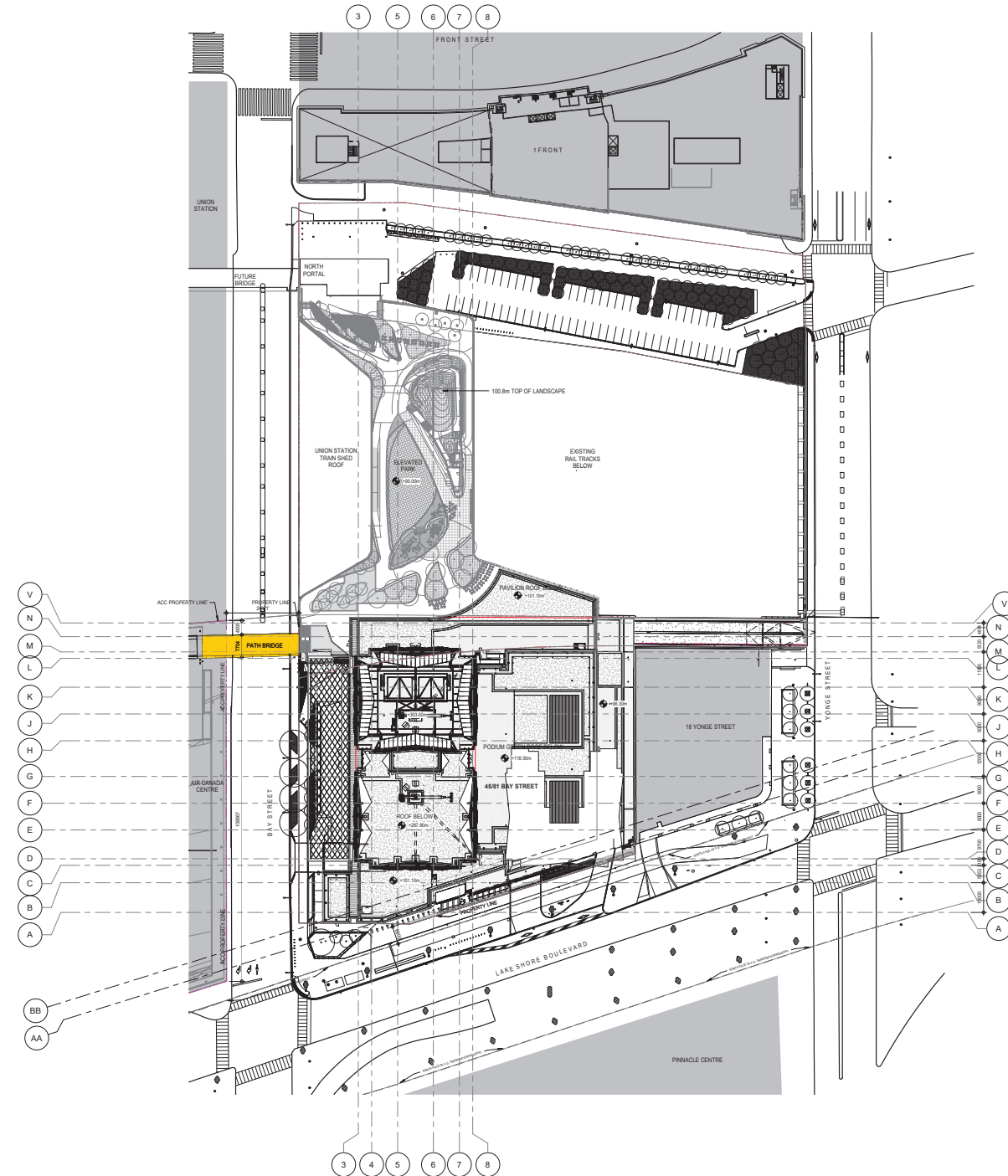
G. Michelle Hogler, Engineering Technologist Technician
Permits and Enforcement, Transportation Services
Tel: 416-338-5439 Fax: 416-392-7465
E-mail: Michelle.Hogler@toronto.ca

SIGNATURE

Antonia Markos, Manager
Permits and Enforcement, Transportation Services

ATTACHMENTS

Appendix 'A' – Plans as noted
Appendix 'B' – List of drawings



Rev.	Date	Issued
1		
2		
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5		
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8		

Rev.	Date	Issued
1		
2		
3		
4		
5		
6		
7		
8		

Address: 45 Bay Street, 3rd Floor
Toronto, Ontario
M5J 1S1
Tel: 416-367-3333

Design Consultant: WilkinsonEyre
Architect: Adamson Associates | Architects
A Partnership of Corporations

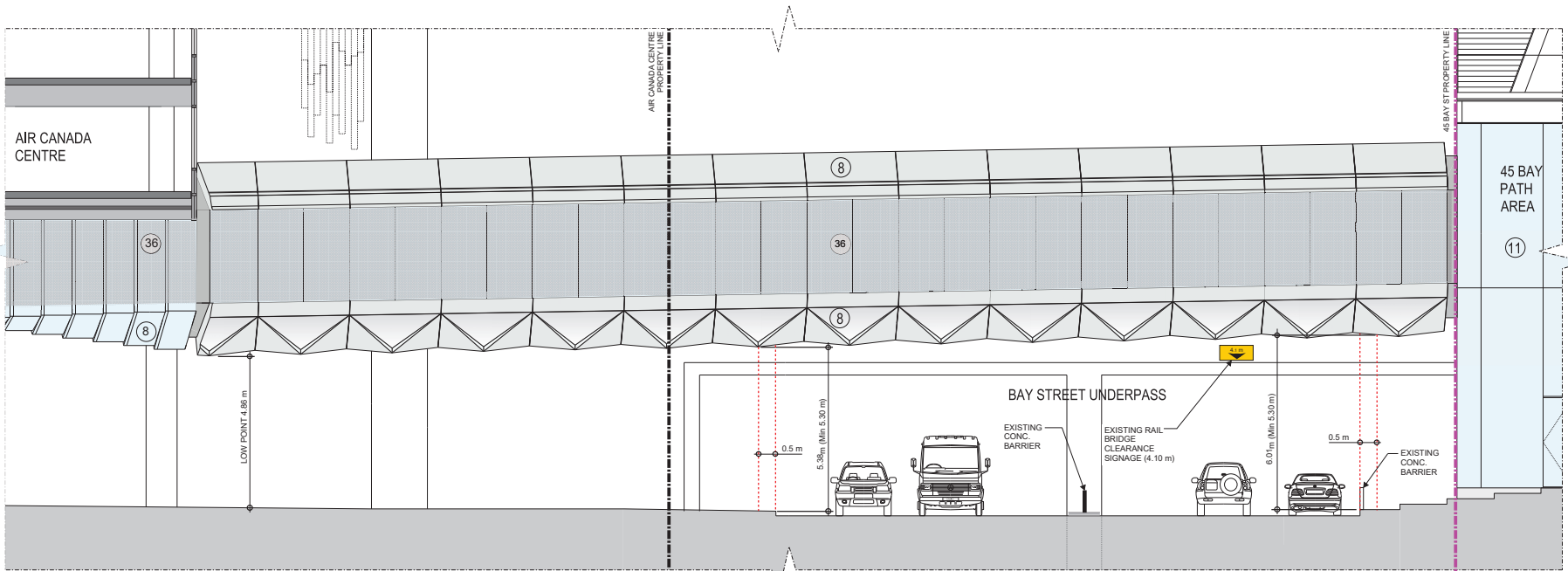
Wilkinson Eyre
13 Bloor Street East
Toronto, Ontario
M5G 1B5
Tel: 416-593-1800
Fax: 416-593-1801



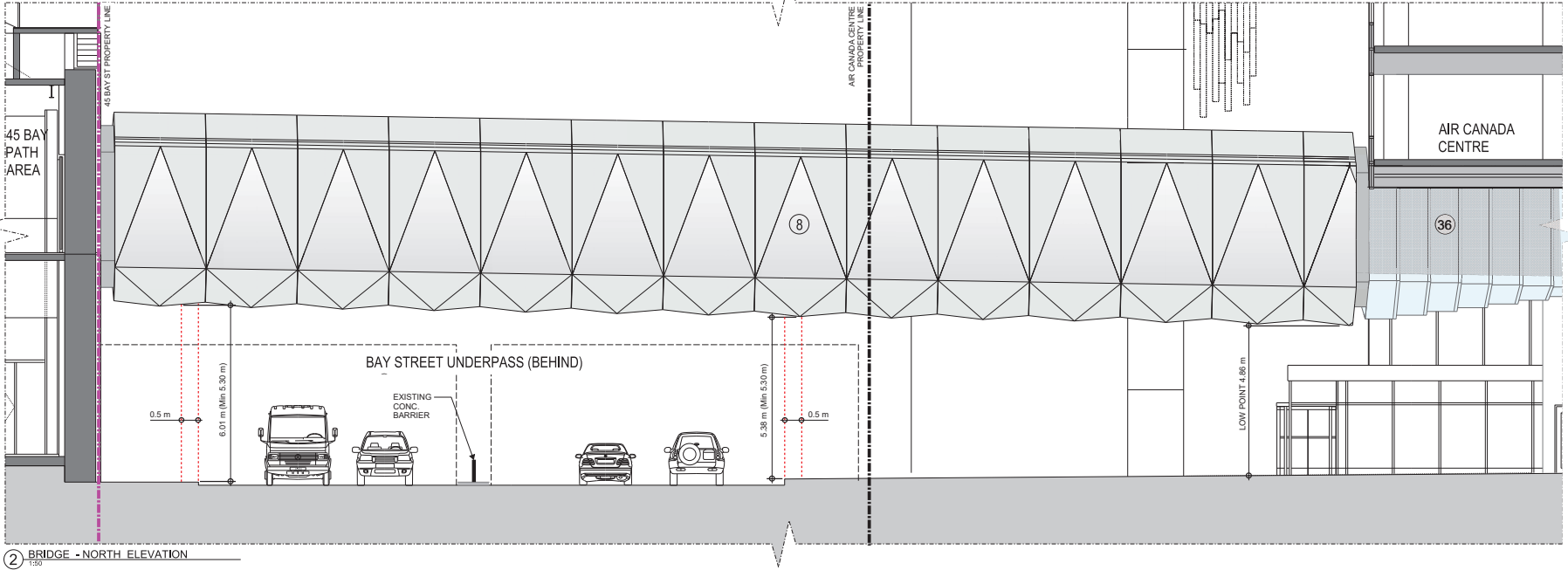
Drawing Title: 81 BAY ST. (45 BAY ST.)
SITE PLAN ROOF

Scale: 1:500
Drawn By: J. Brown
Checked By: J. Brown
Project Number: 1700
Plot Date: 01/15/2018

Drawing Number: A09



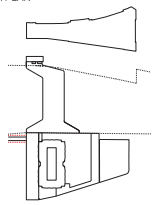
1 BRIDGE - SOUTH ELEVATION
1:50



2 BRIDGE - NORTH ELEVATION
1:50

45 Bay Street
TORONTO, ON

KEYPLAN



SYSTEMS AND MATERIALS

- 8 - Metal panel cladding with high gloss coating, Colour: White.
- 9 - Frameless glazing system.
- 10 - Glazing system with external mullions.
- 11 - Structural glazing system
- 36 CERAMIC FRIT TO ACHIEVE BIRD FRIENDLY GLAZING REQUIREMENTS AS PLAN TORONTO GREEN STANDARDS

Rev	Date	Issued
02	AUGUST 30, 2018	ISSUED FOR ACC BRIDGE ROW PERMIT
03	SEPTEMBER 10, 2018	ISSUED FOR ACC BRIDGE ROW PERMIT
04	MAY 08, 2019	ISSUED FOR ACC BRIDGE ROW PERMIT
01	OCTOBER 10, 2014	ISSUED FOR ACC BRIDGE ROW PERMIT

Architects
adamson
 ASSOCIATES | ARCHITECTS
 A Partnership of Corporations
 401 Wellington Street
 West, 3rd Floor
 Toronto, Ontario
 M5V 1Z7
 Tel: (416) 967-1500

Design Consultants
WilkinsonEyre
 Wilkinson Eyre
 33 Bowling Green Lane,
 London EC7 1DB
 T: +44 (0)20 7608 7900
 F: +44 (0)20 7608 7901

Drawing Title: 81 BAY ST. (45 BAY ST.)
Podium Facade
 Bridge Elevations

Scale: 1:50
 Drawn By: SK
 Reviewed By: AG
 Project Number: 0996
 Plot Date: 08/05/19

Drawing Number: **A46**

Drawing Number	Drawing Title	Revision	Date
A01	BOUNDARY PLAN OF SURVEY	2	30-Aug-18
A09	SITE PLAN ROOF	9	30-Aug-18
A38	ACC BRIDGE LEVEL 2 PLAN & ELEVATION	5	30-Aug-18
A39	ACC BRIDGE ROOF PLAN / SOUTH ELEVATION & CROSS SECTIONS	5	30-Aug-18
A39.1	SECTION & ELEVATIONS	9	30-Aug-18
A40	PODIUM FAÇADE SOUTH PORTAL + LOBBY	5	30-Aug-18
A46	PODIUM FAÇADE BRIDGE ELEVATIONS	5	30-Aug-18
S2-190	ACC BRIDGE FRAMING PLANS	15	30-Aug-18
S2-191	ACC BRIDGE FRAMING PLAN & PART PLANS	18	30-Aug-18
S2-192	ACC BRIDGE PART PLANS	12	30-Aug-18
S2-193	ACC BRIDGE CONSTRUCTION AND CAMBER	15	30-Aug-18
S3-051	SCHEDULES ACC BRIDGE & WEST PARK	10	30-Aug-18
S8-901	ACC BRIDGE SECTIONS & DETAILS	16	30-Aug-18
S8-902	ACC BRIDGE SECTIONS & DETAILS	15	30-Aug-18
S8-903	ACC BRIDGE SECTIONS & DETAILS	14	30-Aug-18
S8-904	ACC BRIDGE SECTIONS & DETAILS	19	30-Aug-18