

## **Pedestrian Bridge over Dockside Drive linking 125 and 155 Queens Quay East**

**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**

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

Transportation Services has assessed a request from Menkes Waterfront Holdings Inc. to construct an overhead pedestrian bridge, to connect two office buildings being constructed at 125 and 155 Queens Quay East, which will encroach within the public right-of-way over Dockside Drive.

The City is the registered owner of lands municipally known as 125 and 155 Queens Quay East (the "Lands"), and entered into a long term ground lease dated April 20, 2018 with Menkes Waterfront Holdings Inc., as nominee for and on behalf of Menkes WIP GP Inc. and Alcion (WIC) GP Inc. in their capacity as the general partner of WIC Limited Partnership, Menkes WIC GP Inc. in its capacity as general partner of WIC Limited Partnership, and Alcion (WIC) GP Inc., in its capacity as general partner of WIC Limited Partnership (collectively referred to as "Menkes"), in respect of the Lands, for a term of 102 years.

Menkes is constructing two new 11 storey commercial buildings (office/retail) known as the Waterfront Innovation Centre, which will create over 400,000 square feet of premium office space along the City's waterfront. The proposed bridge is an integral component of the overall functionality of the development and will link the two buildings on the second floor.

The purpose of this report is to seek Community Council authorization to enter into an encroachment agreement with the leasehold owner of the Lands to permit the construction of the pedestrian bridge over Dockside Drive.

## **RECOMMENDATIONS**

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The Manager, Permits and Enforcement, Transportation Services recommends that:

1. Toronto and East York Community Council authorize the City to enter into an encroachment agreement (the "Agreement") with the leasehold owner of 125 and 155 Queens Quay East (collectively, the "Applicant") to permit the Applicant to construct, maintain, repair and operate a pedestrian bridge connecting 125 and 155 Queens Quay East, over Dockside Drive (the "Bridge" or "Encroachment"), substantially on the terms and conditions set out in Paragraphs a. through bb. 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 Applicant shall, at its own expense, design, construct, repair and maintain the Encroachment in a state of good repair, and to the satisfaction of the GM, and shall assume full and sole responsibility for the condition, operation, repair, replacement, maintenance and management of the Encroachment, at no expense to the City;

b. the design and construction of the Bridge shall comply with the Canadian Highway Bridge Design Code (CAN/CSA) as amended, superseded or replaced from time to time;

c. the Applicant shall obtain all Public Utility Coordinating Committee clearances and/or sign-offs from the public utility companies and satisfy any requirements they may have;

d. the Applicant shall submit a report, stamped and signed by either the architect or professional engineer who designed the Bridge, addressing how vehicles and pedestrians will be protected from any snow and/or ice that may fall from the Bridge;

e. the Applicant shall obtain approval and all necessary permits for the construction of the Bridge from the Toronto Building Division, if required;

f. prior to commencement of construction, a street work permit shall be obtained by the Applicant in accordance with Article III of Chapter 743, Streets and Sidewalks, City of Toronto Municipal Code;

g. the Applicant shall submit and adhere to the accepted Traffic Management Plan, Construction Management Plan, Construction Schedule letter and Traffic Assessment Study outlining proposed Bridge installation and shall advise on the impacts within the public right of way in the area of the proposed Encroachment, which content shall be to the satisfaction of the GM, prior to the issuance of a Construction Permit;

h. the Applicant shall pay (i) an annual licence fee in the amount of \$7,200.00 plus applicable HST, and (ii) any applicable real property taxes exigible. The licence fee shall increase annually by an amount equivalent to the percentage increase in the Consumer Price Index (all items – Toronto), and shall further be recalculated every ten (10) years based on the applicable fee of the City for private bridge encroachments, as prescribed

under Chapter 441, Fees and Charges, Appendix C – Schedule 2, Transportation Services, of the City's Municipal Code, as amended or replaced;

i. the City shall maintain the right to place or affix pipes, cables, wires, poles and other infrastructure within/to the Encroachment;

j. 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 from the City right-of-way, or as a result of street repairs or construction;

k. 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 or arise from the permission granted, which release shall be in a form and content satisfactory to the City Solicitor;

l. the Applicant shall indemnify the City from and against all actions, suits, claims or demands and from all loss, costs, damages and expenses that may result or arise from the permission granted, any matter related to the Bridge, and any failure of the Applicant to comply with the Agreement, which indemnity shall be in a form and content satisfactory to the City Solicitor;

m. the Applicant 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 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 Chief Financial Officer may require;

n. the Applicant shall provide and maintain an irrevocable letter of credit, in the amount of \$1,316,393.50 to be retained by the City, for the duration of construction of the pedestrian Bridge within Dockside Drive 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, including the restoration of the public right-of-way, to the satisfaction of the GM. Prior to the release of the letter of credit the Applicant 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 Bridge is safe and ready to be opened to pedestrian traffic, along with two sets of as-built drawings;

o. the Applicant 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 M4S1A7, as well as to Transportation Services, Right of Way Management, Construction Activities, 55 John Street, 17th Floor, Toronto, Ontario, M5V 3C6;

p. the Applicant shall submit a reference plan for the Bridge which includes the area of the Bridge in m2, upon completion of the Bridge;

q. the Applicant will be responsible for restoration to the road pavement, including adjacent sidewalks and boulevards, if necessary, to the satisfaction of the GM, upon completion of the installation of the Encroachment;

r. the Applicant 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;

s. the term of the Agreement shall expire on the earlier of: (i) the removal or abandonment of the Bridge, (ii) the date of the demolition of either of the buildings located at 125 Queen Quay East and 155 Queens Quay East (the "Buildings"), (iii) the termination of the Applicant's ground lease; (iv) if deemed necessary for municipal purposes as determined by the GM, acting reasonably, upon receiving not less than ninety (90) days' notice in writing by the GM, or (v) in the event that the GM determines there is an emergency that presents a danger to public health or safety, upon such notice as the GM determines appropriate in the circumstances, if any;

t. at the expiration or earlier termination of the Agreement, at the City's sole discretion, the City may require the Applicant to alter, demolish and/or remove the Encroachment at the Applicant's sole cost and expense, to the satisfaction of the GM, and after the removal of the Encroachment, the Applicant shall restore the street pursuant to Article VIII of Chapter 743, Streets and Sidewalks, City of Toronto Municipal Code;

u. if the City does not require the Applicant to alter, demolish and/or remove the Encroachment as set out in subsection u. above, at the expiration or earlier termination of the Agreement, the Bridge shall become the property of the City, free and clear of any and all encumbrance, and without any payment therefor to the Applicant;

v. the Applicant agrees that the City shall have the right of entry on the Buildings and on the Encroachment, to acquire access to Encroachment for the purposes of inspection, repair, or removal of the Encroachment or performing any other activity permitted by the City under the Agreement, on terms acceptable to the GM;

w. the Agreement shall include rights and remedies acceptable to the GM including the right, but not the obligation, of the City of remedy any failure of the Applicant to comply with the Agreement, and the costs incurred by the City in enforcing the Agreement shall be payable by the Applicant;

x. the Applicant shall be required 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;

y. the provisions of Appendix 'A' to this report shall be substantially incorporated into the Agreement to the satisfaction of the GM;

z. the Agreement to be registered on title to the Applicant's leasehold interest and other affected properties deemed necessary by the City Solicitor, at the expense of the Applicant, with appropriate title opinions provided to the satisfaction of the City Solicitor as may be required by the City Solicitor;

aa. the Applicant shall pay all costs associated with preparing the Agreement and the registration of the Agreement on title; and

bb. the Applicant shall accept such additional terms and conditions as the GM or the City Solicitor may deem necessary in the interest of the City.

2. Toronto and East York Community Council direct the GM to extend the Agreement to the new owner(s) and/or leasehold owner(s) of 125 and 155 Queens Quay East, in the event of an assignment of the ground lease, sale or transfer of the properties abutting or encumbered by the encroachments, as the case may be, subject to the prior approval of the GM, 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 a form satisfactory to the City.

3. Toronto and East York Community Council 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. Toronto and East York Community Council authorize the City Solicitor to prepare and arrange execution and registration of the Agreement as required by this report.

## **FINANCIAL IMPACT**

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The cost of constructing of the proposed pedestrian bridge will be privately funded by the Applicant.

The Applicant shall pay an annual licence fee of \$7,200.00 plus HST, which shall increase by an amount equivalent to the percentage increase in the Consumer price index (all items - Toronto), and shall be subject to recalculation every ten (10) years.

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

## **DECISION HISTORY**

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This report addresses a new initiative.

## **COMMENTS**

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### **Waterfront Innovation Centre**

Menkes is constructing a new purpose-built workplace comprised of two 11 storey buildings that will create approximately 4000,000 square feet of commercial space and generate job opportunities.

The site is located along the City of Toronto's waterfront and is bound by Queens Quay East to the north, Dockside Drive to the south and Knapp Lane to the east. The site is bisected by Dockside, which splits the site into two parcels, which include Block 1 (125 Queens Quay East) located on the west side of Dockside Drive and Block 2 (155 Queens Quay East) on the east side of the Dockside.

### **Pedestrian Bridge**

The proposed pedestrian bridge is a key component to the overall functionality of the development, and is necessary to link the building amenities (such as meeting/conference rooms and food and beverage), so that they can be accessed by the occupants of the buildings. The proposed pedestrian bridge is also necessary for the servicing of the building on Block 1 given the small footprint of Block 1; there will be no underground parking or servicing for Block 1 and deliveries and other matters will be moved through the bridge.

The proposed pedestrian bridge will be situated at the second storey level of the buildings, and will measure approximately 5.58 metres in height and 19.08 metres in length, an overall volume of 627m<sup>3</sup>. The proposed pedestrian bridge will have a clear height of 5.3 metres over Dockside Drive. The alignment of the bridge is shown on plans AB203, AB401 and AB500 which can be found on Appendix 'B'.

The Applicant has submitted drawings and specifications depicting the Encroachment from its consultants, Sweeny & CO Architects, to support the new pedestrian bridge design. Copies of the letters are attached as Appendix 'C' and a rendering of the proposed bridge is attached as Appendix 'D'.

As there may also be potential impacts to existing utility infrastructure, it will be the Applicant's responsibility to undergo a public utility review with a view of obtaining clearances from the affected utility agencies or satisfying their requirements prior to the issuance of a Construction Permit authorizing work within the public right-of-way.

### **Encroachment Agreement**

An encroachment agreement between the City and the Applicant is required in order to permit the construction of the pedestrian Bridge within the City's right-of-way, as well as to set out the Applicant's responsibilities for the maintenance, repair and operation of the Bridge.

The construction and maintenance of the Encroachment cannot be considered under the criteria set out in Chapter 743, Streets and Sidewalks, City of Toronto Municipal Code. As such, Transportation Services is required to report on this application to Community Council.

### **Reasons for approval**

Transportation Services has reviewed the application and determined that the construction and maintenance of the Encroachment will not impact negatively on the public right of way.

Details of the Encroachment are on file with Transportation Services.

## **CONTACT**

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Engineering Technologist Technician 1, Permits and Enforcement  
Transportation Services  
Phone: 416-392-3784  
E-mail: [stella.choi@toronto.ca](mailto:stella.choi@toronto.ca)

## **SIGNATURE**

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Antonia Markos  
Manager, Permits and Enforcement  
Transportation Services  
AM/SC

## **ATTACHMENTS**

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Appendix 'A' – Further Building Requirements  
Appendix 'B' – Encroachment Plans  
Appendix 'C' – Applicant's Application Letter and Encroachment Documentation  
Appendix 'D' – Photo of the Encroachment Rendering

TORONTO MUNICIPAL CODE  
CHAPTER 743, STREETS AND SIDEWALKS, USE OF

**APPENDIX A**  
[Added 2012-03-07 by By-law 375-2012<sup>37</sup>]

1. These standard terms and conditions apply to all work conducted by or on behalf of the applicant.
2. Unless otherwise specifically provided in these standard terms and conditions, the terms specified herein have the same meaning given to them in Chapter 743, Streets and Sidewalks, Use of.
3. All street work shall conform to all applicable federal, provincial and municipal statutes, laws and by-laws and other applicable legal requirements.
4. All street work shall conform to City of Toronto construction standards and specifications, and shall be conducted and completed to the satisfaction of the General Manager.
5. All street work shall be performed in a manner that safeguards and protects all other equipment, facilities and improvements of any kind ("improvements") present in, on, over, under, across, or along the street and the environment.
6. The applicant shall take whatever steps are necessary to ensure the protection of the public.
7. The applicant shall not unduly interfere with the use of the street for free passage by the public.
8. The applicant shall make all necessary arrangements with traffic, police and fire authorities for the placing of barricades, notices, warning lights and signs and that all such barricades, notices, warning lights and signs shall conform with applicable law.
9. No street work shall block or impair the entrance to any premises abutting the work location unless the applicant has obtained and filed with the application for the permit the consent in writing of the owner and occupant of such premises.
10. All street work shall be conducted in a manner so as to maintain access for emergency vehicles.
11. The street work shall be completed without delay.
12. The permit shall not authorize occupying a larger portion of the street or extend for a longer period of time than may be necessary in the opinion of the General Manager, having due regard to the applicant's needs and the safety and convenience of the public.

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<sup>37</sup> Editor's Note: By-law 375-2012, enacted March 7, 2012 has received set fine approval and came into effect June 28, 2012. By-law 375-2012, as amended by By-law 668-2012, repealed a number of previous by-laws and policies. See Section 2 of By-law 375-2012 for a full list of the by-laws, policies and Municipal Code Chapters that were repealed.



TORONTO MUNICIPAL CODE  
CHAPTER 743, STREETS AND SIDEWALKS, USE OF

13. After completing any street work, the applicant shall restore and/or leave the street in substantially the same condition in which it was before such street work was undertaken by the applicant, free from nuisance and to the satisfaction of the General Manager. If the applicant fails to repair and restore any street to the satisfaction of the General Manager within 48 hours of being notified by the City, the City may undertake such repairs and charge all costs owing to the applicant, and may draw on any financial security or deposits submitted by the applicant.
14. The applicant shall maintain the equipment in good and proper repair and in a condition satisfactory to the General Manager.
15. Should the General Manager deem it necessary for the equipment to be removed or altered in an emergency, including repairs or maintenance to equipment owned or operated by the City or any agency, board or commission of the City, the General Manager, without notice to the applicant, may alter or remove, or cause to be altered or removed, the equipment and, subject to the requirements of any applicable law or existing agreement, the cost of such alteration or removal of the equipment shall be borne by the applicant.
16. Should the General Manager deem it necessary for the equipment to be removed or altered for any municipal purpose, including installation or alteration of new or existing plant by any agency, board or commission, the General Manager may upon three months notice in writing to the applicant, alter or remove, or cause to be altered or removed, the equipment or such portions of same not already altered or removed by the applicant, and subject to the requirements of any applicable law or existing agreement, the cost of such alteration or removal of the equipment shall be borne by the applicant.
17. If the City requires that any street work be stopped, the applicant shall cease such street work following notice to the applicant provided by the General Manager.
18. The applicant shall be at all times responsible for all aspects of the street work, including the cost of such street work.
19. The applicant shall notify the City promptly of any damage caused by the applicant in connection with its street work.
20. The City has made no representations or warranties as to the state of repair of the streets or the suitability of the streets for any business, activity or purpose whatsoever, and the applicant hereby agrees to take the streets on an "as is" basis for the purpose of the carrying out of the applicant's street work and the City is not responsible, either directly or indirectly, for any damage to property or injury to a person, including death, arising from the escape, discharge or release of any hazardous substance from its streets.
21. The applicant shall conform and shall be responsible for the conformance by its officers, employees, agents, contractors and invitees to all health and safety laws including any

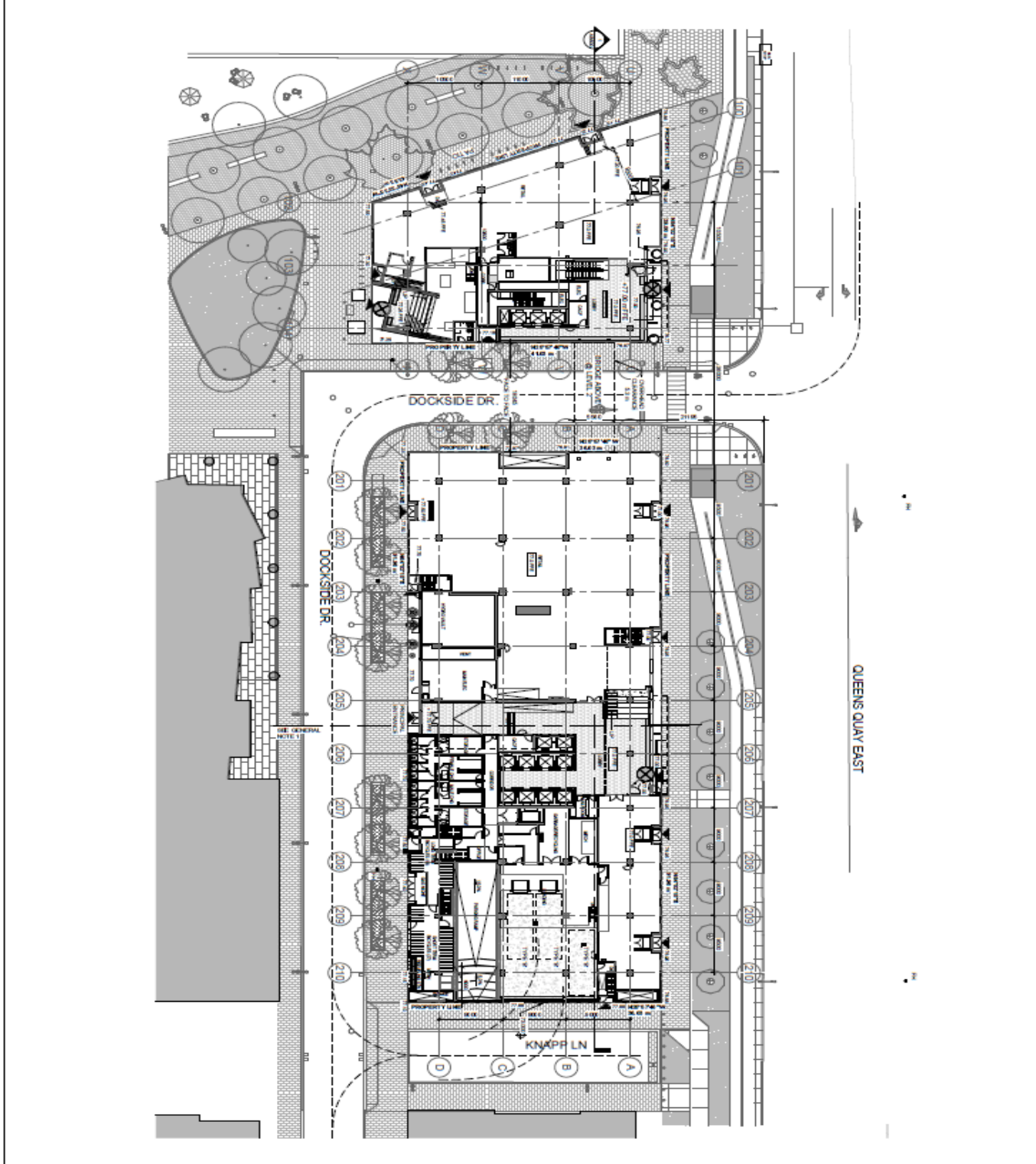
TORONTO MUNICIPAL CODE  
CHAPTER 743, STREETS AND SIDEWALKS, USE OF

regulations requiring installation of safety devices or appliances, and any applicable traffic laws or regulations (collectively "safety rules"). If in the opinion of the City the likelihood of harm to persons or property appears imminent, the City may suspend street work performed by or on behalf of the applicant where there appears to be a lack of compliance with the safety rules, or because conditions of danger exist that would likely result in injury to any person or property. Such suspension shall continue until the lack of compliance or danger is eliminated.

22. For the purpose of this provision, "hazardous substance" means any hazardous substance and includes, but is not limited to, radioactive substances, petroleum products and byproducts, industrial wastes, contaminants, pollutants, dangerous substances, and toxic substances, as defined in or pursuant to any law, ordinance, rule, regulation, by-law or code, whether federal, provincial or municipal. The applicant agrees to assume all environmental liability relating to its work in, on, over, under, across, or along the streets, including but not limited to any liability for clean-up of any hazardous substance in, on, under, along, across and around streets that result from:
  - (a) The operations of the applicant in, on, over, under, along, across or around the streets; or
  - (b) Any products or goods brought in, on, over, under, along, across or around the streets by the applicant, or by any other person with the express or implied consent of the applicant.
23. The applicant shall in writing, prior to any permit being granted by the General Manager, indemnify and save harmless the City, its elected and appointed officials, officers, employees, directors and agents from and against all actions, claims, executions, demands, damages, liabilities, liens, costs, expenses direct or indirect (including reasonable legal fees and disbursements), and losses whatsoever incurred by the City, its elected and appointed officials, officers, employees, directors and agents in connection with the issuing of the permit, the conduct of the applicant's street work or the use of applicant's equipment, including claims in respect of property damage or personal injury, including death, and will pay to the City and to each such official, servant or agent on demand any loss, costs, damages and expenses, including legal fees and disbursements, that may be sustained, incurred or paid by the City or by any of its officers, servants and agents in consequence of any such action, claim, lien, execution or demand, including any monies paid or payable by the City or any of its officials, officers, servants or agents in settlement or discharge or on account thereof, provided that on default of such payment all loss, costs, damages and expenses and all such monies so paid or payable may be deducted from any security held by the City on account of the permit of the street work.
24. The City shall not be liable in any way for indirect or consequential losses or damages, or damages for pure economic loss, howsoever caused or contributed to, in connection with the applicant's street work.

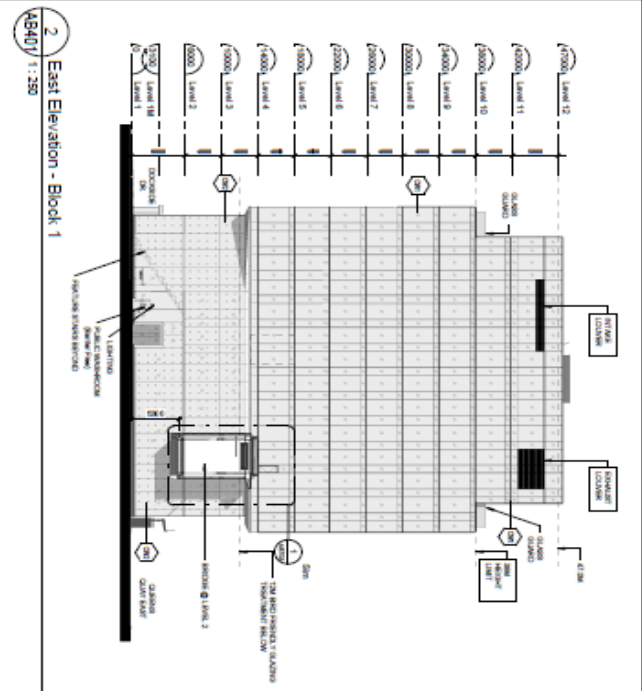
TORONTO MUNICIPAL CODE  
CHAPTER 743, STREETS AND SIDEWALKS, USE OF

25. The applicant shall, at their own expense and to the satisfaction of the General Manager, procure and carry, or cause to be procured and carried and paid for, full workers compensation coverage for itself and all workers, employees, and others engaged in or upon any street work.
26. The applicant shall deliver, when required by the General Manager, a performance bond or letter of credit in a form satisfactory to the City Treasurer and in an amount which is satisfactory to the General Manager to ensure proper compliance with this Chapter.
27. The applicant shall at all times during the term of the permit and subsequent to the completion of the street work provide an accurate and timely in-house "locate" service or be a member of a "locate" service, in which case the applicant shall advise the General Manager of its membership in such a service. Should the applicant fail to comply with this provision, the City shall not be required to make any special effort to determine or confirm the location of the equipment. The applicant shall, at the request of the City or any third party, provide or cause to be provided accurate on-site locates within 14 consecutive days of receiving a request for such information.
28. The applicant shall respond within 14 consecutive days to any request from the City for a mark-up of municipal infrastructure design drawings showing the location of any portion of the equipment located in, on, under, over, across, or along the streets shown on the plans, and shall provide such accurate and detailed information as may be required by the General Manager.
29. The applicant will, at its sole cost and expense, maintain the equipment according to the drawings or subsequent "as built" drawings and in a state of good order, condition and repair, to the full satisfaction of the General Manager, acting reasonably.

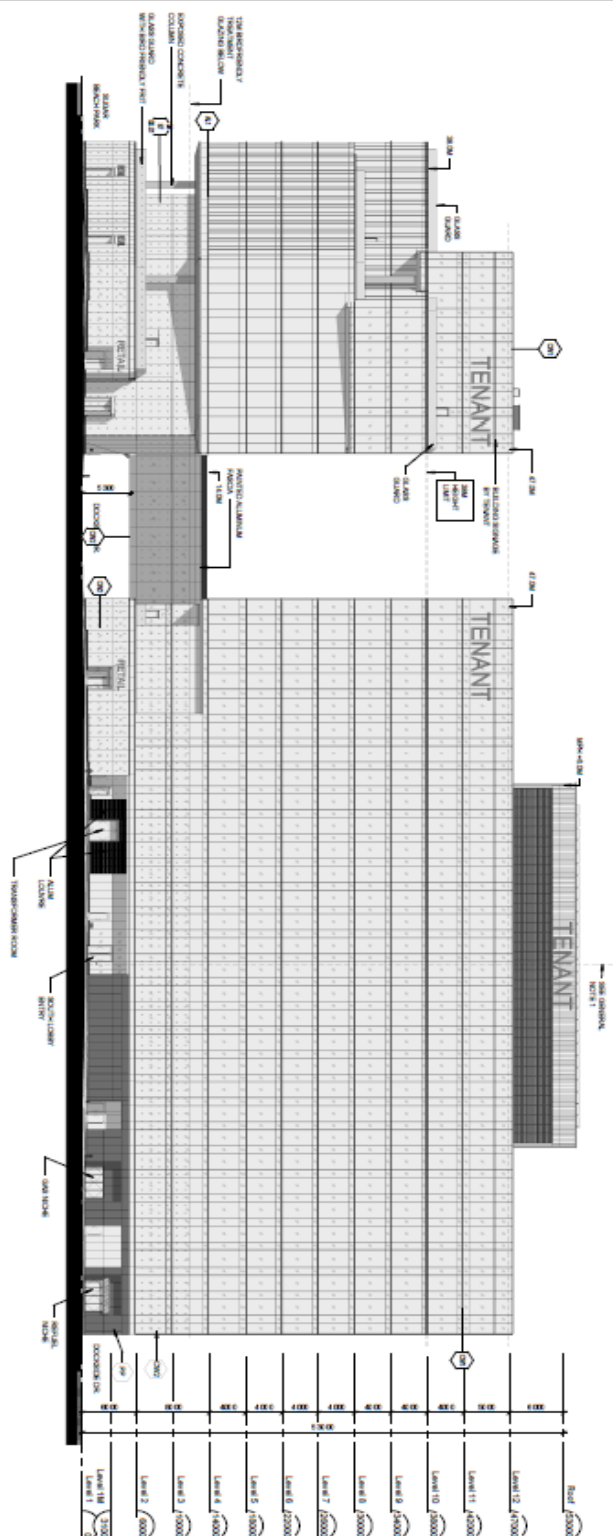


<p><b>WARNING NOT TO BE SCALE</b></p> <p>Contractor shall verify all dimensions in the field and report any discrepancies to the Architect immediately.</p> <p>This drawing and all other drawings are the property of the Architect and shall remain confidential. No part of this drawing shall be reproduced, stored in a retrieval system, or transmitted in any form or by any means, electronic, mechanical, photocopying, recording, or by any information storage and retrieval system, without the prior written permission of the Architect.</p> <p><b>ISSUED / REVISED</b></p> <p>NO. DATE DESCRIPTION</p> <p>1 2024-11-24</p>		<p><b>menkes</b></p> <p>Manas Waterfront Holdings Inc. 4711 Yonge St., 8th Floor Toronto, ON M2N 1S4</p>	 <p><b>Sweeny &amp; Co Architects</b></p> <p>200 WATERFRONT CENTRE DRIVE, SUITE 100 TORONTO, ONTARIO M5V 3A8, CANADA TEL: (416) 593-7200 FAX: (416) 593-7201 WWW.SWEENYANDCO.COM   info@sweenyandco.com</p>	<p><b>PROJECT NAME</b></p> <p>Waterfront Innovation Centre</p> <p>125-155 QUEENS QUAY EAST, TORONTO, ON</p> <p><b>OWNER</b></p> <p>Manas Waterfront Holdings Inc.</p>	<p><b>DATE</b></p> <p>2024-11-24</p> <p><b>SCALE</b></p> <p>1:200</p> <p><b>DRAWN BY</b></p> <p>AB203</p> <p><b>CHECKED BY</b></p> <p>AB203</p> <p><b>PROJECT NO.</b></p> <p>125-155</p> <p><b>AB203</b></p>
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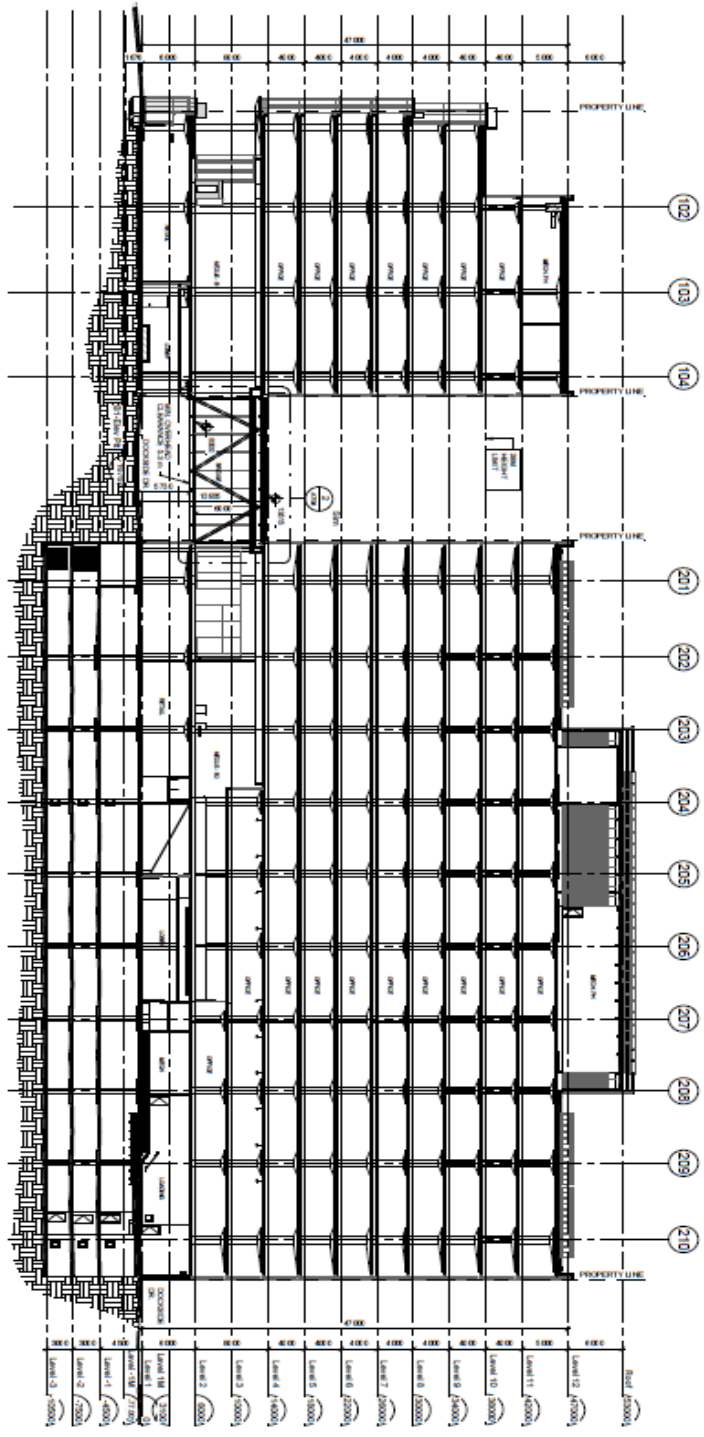


2 East Elevation - Block 1  
AB401/ 1:250



1 South Elevation  
AB401/ 1:250

 <p><b>Menkes</b> ARCHITECTS 5555 WATERFRONT BLVD. SUITE 1000 TOWNSON, OH 44131 TEL: 440.286.7674</p>	 <p><b>Sweeney &amp; Co</b> <b>Architects</b> 3701 WATERFRONT BLVD. SUITE 500 TOWNSON, OH 44131 TEL: 440.286.7674</p>	<p><b>Waterfront Innovation Centre</b> 125 - 155 QUEENS QUAY EAST TOWNSON, OH 44131</p>	<p><b>Client:</b> Menkes Waterfront Holdings, Inc. <b>Project Name:</b> Waterfront Innovation Centre <b>Scale:</b> 1:250 <b>Drawn by:</b> [Name] <b>Checked by:</b> [Name] <b>Date:</b> 2/28/17</p>						
									
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<p><b>WARNING: NOT TO BE SCALED</b></p> <p>THIS DRAWING IS THE PROPERTY OF MENCKES ARCHITECTS AND ENGINEERS. IT IS TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREON. IT IS NOT TO BE REPRODUCED, COPIED, REPRODUCED, OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF MENCKES ARCHITECTS AND ENGINEERS.</p> <p><b>MENCKES ARCHITECTS AND ENGINEERS</b>        4715 STATE STREET, SUITE 400        TOWSON, OH 44154</p>	<p><b>menckes</b></p>	<p><b>Sweeny &amp; Co Architects</b></p> <p>3010 W. BROADWAY, SUITE 100        CLEVELAND, OH 44113        TEL: 216.763.1234        FAX: 216.763.1235        WWW.SWEENYANDCO.COM</p>	<p><b>Waterfront Innovation Centre</b>        125 - 155 QUEENS QUAY EAST, TOWSON, OH</p>	<p><b>OWNER</b>        Maritz Waterfront Holdings Inc.</p>	<p><b>DATE</b> 2021.11.20  <b>SCALE</b> 1/8" = 1'-0"  <b>DESIGNED BY</b> J.W.  <b>CHECKED BY</b> J.W.  <b>PROJECT NO.</b> 181507</p> <p><b>AB500</b></p>
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## Menkes Waterfront Holdings Inc.

December 5, 2018

Michelle Hogler  
Engineering Technologist Technician  
Right of Way Management  
17<sup>th</sup> Floor, Metro Hall  
Toronto, ON  
M5V 3C6

Suite 1400  
4711 Yonge Street  
Toronto, Ontario  
Canada M2N 7E4  
Telephone: 416.252.1959  
Fax: 416.491.3155  
[Michael.rushton@menkes.com](mailto:Michael.rushton@menkes.com)

Attention:

Re: **Bridge Encroachment Permit and Agreement Request  
125 and 155 Queens Quay East  
City Site Plan Approval File No. 18 108636 STE 28 SA  
City Building Permit No: 18 223770 BLD 00 NB**

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As requested, we are writing this letter as part of our application to enter into an encroachment agreement with the City of Toronto for the construction of a pedestrian bridge over Dockside Drive to connect two office buildings that will be located at 125 and 155 Queens Quay East.

### Site Background

Menkes Waterfront Holdings Inc., entered into a Pre-development agreement with Waterfront Toronto for the property municipally known as 125 and 155 Queens Quay East (the "Site"). The Site is located along the City of Toronto's waterfront and is bound by Queens Quay East to the north, Dockside Drive to the south, and Knapp Lane to the east. The Site is bisected by Dockside, which splits the Site into two parcels, which includes Block 1 (125 Queens Quay E) located on the west side of Dockside Drive and Block 2 (155 Queens Quay E) on the east side of Dockside. Both blocks are currently under construction and will be home to the "Waterfront Innovation Centre."

### Development Proposal

The Waterfront Innovation Centre will be an anchor commercial office development in the emerging Easy Bayfront Area in the City of Toronto. The office complex will be two distinct buildings, connected via a pedestrian bridge over Dockside Drive. The buildings will be 11 storeys and will create over 400,000 square feet of premium office space along the City's waterfront. The development will significantly contribute to the City's economic development through the creation of close to 3000 jobs and will be a catalyst for future residential and commercial development in the City.

### Pedestrian Bridge

The pedestrian bridge is a key component to overall functionality and design of this development as it links the buildings together from the second floor and through the space deemed the "Nexus". The Nexus will be a central and important space within the building that will be publicly accessible. This space will not only function as collaborative space for employees, it will also provide City of

Toronto residents and tourists the ability to weave through the Waterfront Innovation Centre while exploring the City's Waterfront.

The proposed pedestrian bridge connection is setback approximately 21.195 metres (69.53 feet) from Queens Quay East and will encroach over Dockside Drive, for a length of approximately 18.79 m (61.64 feet). The pedestrian bridge will be 5.58 metres (18.3 feet) in height, 19.075 m (62.58 feet) in length, and will have an overall volume of 627m<sup>3</sup>. The bridge will have a clear height of at least 5.3m over Dockside Drive, as per the Canadian Highway Bridge Design Code (CHBDC).

We have worked very closely with Waterfront Toronto Design Review Panel to achieve a cohesive aesthetic for the office building and the bridge. The chosen materials for the bridge are a clear glass and aluminum curtainwall system, with a wood look metal soffit material for underneath the canopy. We strongly believe that the bridge will be architecturally beautiful, while providing the necessary connection from one building to another for the public and future employees of the Waterfront Innovation Centre.

The construction of the pedestrian bridge and future maintenance will have not any negative impacts on the public right away. We trust the above and enclosed materials will be satisfactory for your approval of this application. However, should you have any questions or concerns please do not hesitate to contact the undersigned.

In support of this application, please find enclosed the following materials:

1. Application Form & Fee in the amount of \$2,688.10
2. Eight (8) sets of the Structural Engineering drawings
3. Eight (8) sets of the Architectural Drawings
4. Eight (8) copies of the building renderings illustrating the pedestrian bridge

As discussed, we will submit PUCC clearances, insurance certificate, letters of credit, and engineering review fee in February of 2019 once the application is close to approval and we understand the costs involved for the construction of the bridge.

Yours Truly,

**MENKES WATERFRONT HOLDINGS INC.**



Per: Michael Ruston, *Project Manager, Commercial Construction*



