



## REPORT FOR ACTION

# Renewal of Peel Region Boundary Facility Agreement- The Queensway Bridge over the Etobicoke Creek

**Date:** December 20, 2019

**To:** Infrastructure and Environment Committee

**From:** General Manager, Transportation Services

**Wards:** Ward 3 - Etobicoke-Lakeshore

## SUMMARY

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The purpose of this report is to seek authorization to negotiate, enter into and execute a renewed agreement between the City of Toronto and The Regional Municipality of Peel for the cost sharing and maintenance of The Queensway Bridge over the Etobicoke Creek (Attachment 1 - Location Map). The previous agreement between the two jurisdictions had been in place since January 1, 2008 and expired on December 31, 2017. This new agreement would be back-dated to January 1, 2018 to bridge the time after expiration of the previous agreement, with a term ending December 31, 2027, unless terminated earlier by either party on not less than six months' written notice. The agreement would be based on terms substantially similar to the previous agreement, with the addition of a new clause pertaining to the design and construction administrative fee charged for capital improvements on the bridge structure.

## RECOMMENDATIONS

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The General Manager, Transportation Services, recommends that:

1. City Council authorize the General Manager, Transportation Services to negotiate, enter into, and execute an agreement with The Regional Municipality of Peel, generally in accordance with the terms and conditions in the report (December 20, 2019) from the General Manager, Transportation Services, and on such other terms and conditions satisfactory to the General Manager, Transportation Services, and in a form satisfactory to the City Solicitor.

## **FINANCIAL IMPACT**

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The annual maintenance costs and expenses incurred specific to The Queensway bridge structure shall be shared equally between the City of Toronto and The Regional Municipality of Peel. This annual cost is estimated at \$14,140.00 (\$7,070.00 for each party). All necessary funding can be accommodated within the annual Operating Budget for Transportation Services.

In addition, the City of Toronto's portion of any future expenses related to state of good repair (SOGR) will be accommodated within the 10-year Capital Budget and Plan for Transportation Services.

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

## **DECISION HISTORY**

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At its meeting on December 11, 12, and 13 2007, City Council adopted the recommendations from PW11.9 "Peel Region Boundary Facility Agreement - The Queensway Bridge over Etobicoke Creek" authorizing the City to enter into an agreement with the Region of Peel for the on-going inspection, maintenance and management of capital work associated with The Queensway Bridge, with costs being shared equally by both parties.

<http://app.toronto.ca/tmmis/viewAgendaItemHistory.do?item=2007.PW11.9>

## **COMMENTS**

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The Queensway Bridge over the Etobicoke Creek forms a boundary facility between the City of Toronto and The Regional Municipality of Peel ("Region of Peel"). The City of Toronto and Region of Peel had previously entered into an agreement respecting the bridge structure on The Queensway over the Etobicoke Creek with a term commencing January 1, 2008 for ten years. That agreement dealt with the technical, administrative, financial and legal obligations of each party. That agreement expired on December 31, 2017.

### **Terms and Conditions of Peel Region Boundary Facility Agreement**

Staff propose to enter into an agreement with the Region of Peel on terms substantially similar to what was included in the previous agreement with one substantial additional provision. Staff propose that the agreement be back-dated to January 1, 2018, to bridge the time after expiration of the previous agreement, and be for a period ending December 31, 2027, unless terminated earlier by either party on not less than six months' written notice.

The estimated costs for the on-going maintenance of The Queensway Bridge structure and winter operations on the bridge are estimated at \$14,140.00 annually, which includes summer and winter maintenance activities plus inspection. The Region of Peel's annual portion of the expenses will be \$7,070.00 annually (i.e., 50 percent) and this amount will be reviewed periodically and adjusted by staff if needed. The remaining terms and conditions of the agreement are also being kept generally the same given that the agreement has worked well for both parties. The only change being proposed is the addition of a new clause related to the design and construction administrative fee charged for any capital improvements on the bridge structure undertaken by Engineering and Construction Services. The previous agreement was silent on this fee, and therefore there is this opportunity to formalize the fee as part of this new agreement.

Key points of the agreement include that:

- City of Toronto will continue to be responsible for all activities affecting the bridge, including: inspection, maintenance and management of capital work;
- City of Toronto will carry out all structural maintenance on the bridge with a cost sharing split on a 50/50 percent basis with the Region of Peel;
- Should maintenance work on the bridge be required and Peel's financial obligation exceeds \$50,000.00, then the City of Toronto agrees to obtain prior written approval from the Region of Peel before any work is undertaken;
- Capital improvements will require the mutual agreement of both parties and costs will be shared on a 50/50 percent basis when agreement is reached;
- City of Toronto will be entirely responsible for all roadway winter maintenance along the bridge and the Region of Peel will compensate the City fully for all winter maintenance with expenses shared on a 50/50 percent basis;
- The City of Toronto will charge 9.15 percent (i.e., 50 percent share of the 18.3 percent administrative fee for third party projects) of the final contract value for design, construction and supervision as compensation for Toronto staff's time for contract administration with regard to all agreed-upon capital improvement work on the bridge. **(new)**
- Similar to the previous agreement between the two parties, the City of Toronto provides the Region of Peel with a very broad indemnity, including indemnifying the Region of Peel from and against any and all losses or liabilities related to those delegated activities arising directly or indirectly and Toronto agrees to obtain and maintain certain insurance, at its own cost, and list the Region of Peel as an additional insured; and

- The unit costs of work that the City of Toronto will be using to invoice the Region of Peel will be reviewed every three years.

## **CONTACT**

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## **SIGNATURE**

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Barbara Gray,  
General Manager, Transportation Services

## **ATTACHMENT**

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Attachment 1 - Location Map: The Queensway Bridge Over Etobicoke Creek

# Attachment 1

## The Queensway Bridge over Etobicoke Creek

