

Pedestrian Bridge connecting 375-381 Queen St W to 134 Peter St and 364 Richmond St W, above Jack Cooper Lane

Date: October 29, 2020
To: Toronto and East York Community Council
From: Director, Permits and Enforcement, Transportation Services
Wards: Ward 10 – Spadina – Fort York

SUMMARY

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

The proposed bridge will link the property at 375-381 Queen Street West to 134 Peter Street and 364 Richmond Street West situated above Jack Cooper Lane. The owners of the property, 375-381 Queen Street West Inc. submitted an application to Right of Way Management to review for approval to construct the new pedestrian bridge. The consultants are Sweeny & Co. Architects.

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

1. Authorize the City to enter into an encroachment agreement (the "Agreement") with the owners of 375-381 Queen Street and 134 Peter 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, save and except for any actions, suits, claims or demands resulting from the wilful misconduct of the City, its employees, agents and contractors;
- 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 of at least \$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 to be located above Jack Cooper Lane within the City 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 \$21,000.00 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;
- 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. the Owner shall 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 bridge shall not be used for the purpose of habitation.
2. Toronto East York Community Council 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. Toronto 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 East York Community Council 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 \$ 21,000.00 annually and shall increase annually by an amount equivalent to the percentage increase in the Consumer Price Index.

The owner will be responsible for all associated costs of constructing and maintaining the pedestrian multi-level bridge.

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

DECISION HISTORY

This report addresses a new initiative.

COMMENTS

An application has been received from the owners of 375-381 Queen Street West Inc., to erect a five storey high pedestrian bridge. The bridge will provide a pedestrian connection between 375-381 Queen Street West and 134 Peter Street and 364 Richmond Street West. It is designed to be an atrium-type walkway space connecting the two buildings which will provide greater connectivity and accessibility between the two buildings and will not have any area for habitation.

The five storey high pedestrian bridge, will be situated from the 3rd to the 7th storey. It has a proposed vertical clearance of approximately 9.8 m above Jack Cooper Lane. The minimum height requirement for bridges over the public right-of-way is 5.3 m. The total height of the bridge is 21.5 m and will span over the entire 6.0 m wide public lane. Specifically, the length and width of the bridge is 7.8 m and 2.2 m respectively over the Jack Cooper Lane public right-of-way. The bridge is shown on the Site Plan AB 201 and Section AB 501, 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, authorization 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

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SIGNATURE

Dave Twaddle
Director, Permits and Enforcement
Transportation Services,

ATTACHMENT - SKETCH

Appendix 'A' – Plans as noted

APPENDIX 'A'



