

Mississauga Boundary Facilities Agreement

Date: November 13, 2024

To: Infrastructure and Environment Committee

From: General Manager, Transportation Services

Wards: 1 - Etobicoke North, 2 - Etobicoke Centre and 3 - Etobicoke-Lakeshore

SUMMARY

The purpose of this report is to seek City Council approval to renew an agreement between the City of Toronto and The Corporation of the City of Mississauga for the cost sharing and maintenance of the boundary facilities shared by both parties. The previous agreement between the two jurisdictions had been in place since January 1, 2012, and recently expired on December 31, 2022. The proposed renewal agreement is substantially based on terms similar to the previous agreement, with the addition of a new clause to acknowledge that Mississauga may assume The Queensway Bridge (currently shared between Peel Region and the City of Toronto and governed by the Region of Peel – Toronto Agreement that commenced on January 1, 2020) upon the dissolution of the Regional Municipality of Peel as per the Hazel McCallion Act. Should this occur, the renewed agreement with the City of Mississauga will also apply to this additional structure.

RECOMMENDATIONS

The General Manager, Transportation Services, recommends that:

1. City Council authorize the General Manager, Transportation Services, to negotiate, enter into and execute a new or amended boundary agreements with the City of Mississauga, with terms and conditions satisfactory to the General Manager, Transportation Services, and in a form satisfactory to the City Solicitor.

FINANCIAL IMPACT

The annual maintenance costs and expenses incurred specific to the boundary facilities (both bridges and roads) shall be shared equally between the City of Toronto and the City of Mississauga, based on the average activity unit-costs experienced by Toronto.

All necessary funding has been included 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 included 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

City Council, at its meeting of February 6, 2012, adopted the Public Works Committee Item PW 11.4 entitled, "Amendment to the Mississauga Boundary Facilities Agreement". <https://secure.toronto.ca/council/agenda-item.do?item=2012.PW11.4>

City Council, at its meeting of September 25, 26, 27 and 28, 2006, adopted the Mississauga Boundary Facilities Agreement (Clause No. 22 of Report No. 6 of the Works Committee), which formalized terms and conditions between the City of Mississauga and the City of Toronto respecting cost sharing and maintenance of bridge structures and road facilities crossing and along and Cities' mutual boundary, as shown in 'Appendix A' of this report.

COMMENTS

The boundary facilities that belong jointly to Mississauga and Toronto include:

- a) the bridge structures over the Etobicoke Creek along east-west arterial roads comprising Lakeshore Boulevard West, Dundas Street West, Bloor Street West and Burnhamthorpe Road, which are situated within both Toronto and Mississauga and cross that part of the common boundary comprised of the Etobicoke Creek;
- b) the portion of Renforth Drive situated in Toronto from a point approximately 145 metres north of Eglinton Avenue West along the boundary line to a point 900 metres further north thereof.
- c) Matheson Boulevard from Eglinton Avenue West to a point 375 metres further west thereof; and
- d) the portion of Eglinton Avenue West which is a part of the common boundary between Mississauga and Toronto, and which also includes the Eglinton Avenue West Bridge.

The locations of the boundary roads and bridges are shown on the location map in Appendix 1, attached to this report.

Given that the expired agreement has worked well for both parties, staff propose to enter into a new agreement with the City of Mississauga on terms substantially similar to what was included in the previous one, with one additional provision. If and when the Ontario Government dissolves The Regional Municipality of Peel, Mississauga may have to assume the Queensway Bridge (currently shared between Peel Region and the City of Toronto). In such a case, the terms and conditions of this agreement will also apply to the Queensway bridge newly acquired by Mississauga.

Key points of the agreement include that:

- City of Toronto will continue to be responsible for all activities affecting the bridges, including, inspection, maintenance, and management of capital work.
- City of Toronto will carry out all structural maintenance on the bridges with a cost sharing split on a 50/50 percent basis with the City of Mississauga.
- Should maintenance work on the bridge be required and Mississauga's financial obligation exceeds \$50,000.00, the City of Toronto agrees to obtain prior written approval from the City of Mississauga 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 bridges and the City of Mississauga 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.
- Similar to the previous agreement between the two parties, the City of Toronto and the City of Mississauga will provide mutual indemnities, including indemnifying the other party from and against any and all losses or liabilities related to those delegated activities arising directly or indirectly. The parties further agree to obtain and maintain insurance, at their own cost, and list the other party as an additional insured.
- The activity unit-costs of work that the City of Toronto will be using to invoice the City of Mississauga will be based on Toronto's current average costs.

In response to the Hazel McCallion Act for the dissolution of Peel Region, the Ontario Province ruled that Peel is to transfer its services, including its transportation assets, to Mississauga. Toronto currently shares the Queensway Bridge with Peel Region, which is shown on the location map in Appendix 1. In anticipation of this event (exact date is not yet known), the Agreement stipulates that, if and when the transfer takes place, the Queensway Bridge will be automatically covered by the

renewed agreement between Mississauga and Toronto. Until then, the bridge will continue to be governed by the Region of Peel – Toronto Agreement that commenced on January 1, 2020.

- The term of the Agreement shall be for one (1) year from the date of its execution by both parties, with automatic renewal annually until this Agreement is cancelled in writing by either party with sixty (60) days prior notice or on such other date as the parties agree.

The agreement with the City of Mississauga formalizes the terms and conditions that have been the basis of co-operation between the two organizations. The agreement formalizes this arrangement and hence does not impose any additional costs to the City of Toronto.

CONTACT

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SIGNATURE

Barbara Gray,
General Manager, Transportation Services

ATTACHMENT

Appendix 1: Location Map - Toronto-Mississauga Boundary Facilities.

Appendix 1

Location Map: Toronto-Mississauga Boundary Facilities

