

## Delegation of Authority for Crossing Agreements

**Date:** March 17, 2026

**To:** Infrastructure and Environment Committee

**From:** General Manager, Parks and Recreation

**Wards:** All

### SUMMARY

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This report seeks standing delegated authority for the General manager of Parks and Recreation to enter into crossing agreements, or permits for construction of a crossing, necessary to allow City infrastructure to cross a third party's lands or infrastructure. This would include parks, multi-use trails, roads, park bridges, recreation infrastructure, and construction access routes, which are required to cross another organization's lands or infrastructure (e.g., railway corridors or oil and gas pipelines) in the course of implementing an approved City capital project. Delegating this standing authority would streamline existing authorities and provide a consistent approach aligned with other Divisions (Engineering and Construction Services, Toronto Water and Transportation Services) that have similar delegated Authority for crossing agreements granted through [Item - 2013.PW20.4](#) for their respective infrastructure work.

### RECOMMENDATIONS

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The General Manager of Parks and Recreation recommends that:

1. City Council delegate standing authority to the General Manager of Parks and Recreation to negotiate, enter into and execute on behalf of the City any crossing agreement, crossing permit, or related document required to give effect to an agreement or permit necessary to permit the construction, installation, maintenance, repair, alteration, replacement and expansion of City parks, multi-use trails, roads, park bridges, recreational infrastructure or utility purposes, across, over, under or along lands or infrastructure owned by third parties, including, without limitation, any renewals, extensions or subsequent amendments to a crossing agreement or permit (a "Crossing Agreement"), on terms and conditions satisfactory to the General Manager of Parks and Recreation, and in a form satisfactory to the City Solicitor, and to make payments of amounts owing under the crossing agreements or crossing permits, subject to the following conditions:

- (a) the General Manager is satisfied that the crossing work is part of an Approved capital or operating budget;
- (b) the General manager is satisfied that the City infrastructure cannot be reasonably constructed without crossing the lands or infrastructure of third-party; and
- (c) the General Manager, in consultation with the City Solicitor on legal matters, is of the opinion that the terms and conditions of the Crossing Agreement are commercially reasonable in the circumstances

2. City Council also delegate standing authority to the General Manager of Parks and Recreation to file any Crossing Agreement with any relevant regulatory or governmental authority (e.g., the Canadian Transportation Agency) if the General Manager determines that such filing is appropriate or necessary.

## **FINANCIAL IMPACT**

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There is no immediate financial impact resulting from this report. The cost of the crossing work, as well as any fees arising from the agreement, will be funded through Parks and Recreation's approved Capital or Operating Budgets, as appropriate.

As noted below, such agreements may also require the City, at its own cost, to relocate infrastructure located on lands owned by a third party, upon request, to accommodate the third party's operations. While the potential costs associated with any future relocation are not known at this time, any such costs would be addressed through Parks and Recreation's approved Capital or Operating Budgets, as appropriate.

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 February 20 and 21, 2013, City Council adopted [Item - 2013.PW20.4](#) entitled "Delegation of Authority for Crossing Agreements ". In doing so, City Council delegated authority to the Division Heads of Technical Services (now Engineering and Construction Services), Toronto Water and Transportation Services, to execute on behalf of he City any crossing agreement, crossing permit or related document to permit the construction, installation, maintenance, repair, alteration, replacement and expansion of City infrastructure for roads, trails, bike paths or utility purposes, across, over, under or along lands or infrastructure owned by third parties, including, without limitation, any renewals, extensions or subsequent amendments to a crossing agreement or permit (a "Crossing Agreement"), on terms and conditions satisfactory to the applicable Division Head, and in a form satisfactory to the City Solicitor, and to make payments of amounts owing under the crossing agreements or crossing permits.

<https://secure.toronto.ca/council/agenda-item.do?item=2013.PW20.4>

## COMMENTS

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From time to time, an approved capital project may require a City contractor to cross third-party lands or infrastructure in order to carry out the construction, renewal, or maintenance of City infrastructure. For example, access to a park may require travel over lands containing buried oil or high-pressure gas pipelines.

The use of delegated real estate authorities is not appropriate for crossing agreements or crossing permits, as these documents typically do not include ongoing real estate provisions such as monthly or annual fees. Instead, the fees associated with crossing agreements or permits are generally nominal, one-time charges intended to cover document processing costs.

City Council has granted authority to the division heads of Transportation Services, Engineering and Construction Services and Toronto Water to enter into crossing agreements or permits for construction of a crossing, necessary to allow City infrastructure to cross a third party's lands or infrastructure (Public Works and Infrastructure Committee [Item No. 2013.PW20.4](#), as adopted by City Council at its meeting on February 20 and 21, 2013).

The authority sought would apply to permits and crossing agreements of any term, enabling agreement terms to better reflect long-term needs and reduce uncertainty regarding the City's rights. While the City generally prefers easements or temporary access arrangements, there are circumstances in which a third party is unwilling to grant an easement, in which case a crossing agreement would be used. A standing delegated authority to negotiate and execute these largely standard-form agreements would support timely project delivery.

While the terms and conditions of permits and crossing agreements may vary, they typically address basic matters such as the nature of the work, location, costs, relocation requirements, and related financial security, including insurance requirements. These permits and crossing agreements are intended to grant the City the necessary permission to proceed while protecting the interests of the owner whose land or infrastructure the City seeks to cross.

For example, such permits and agreements often require the City to provide indemnities intended to protect the owner of the land or infrastructure being crossed from damage to its property and from any claims arising from the installation of the City's infrastructure or related works. These permits and agreements also commonly require the City to maintain insurance as security in the event of damage. In addition, fees may be payable in connection with a permit or crossing agreement.

Although third-party owners typically rely on their own standard-form crossing agreements that they are reluctant to amend, the City seeks to negotiate terms that are, in the judgment of the General Manager in consultation with the City Solicitor, commercially reasonable in the circumstances. This includes consideration of existing property rights, technical project requirements, and any applicable legislative

requirements. Furthermore, legislation that governs the third party may impose certain requirements for the crossings and would also need to be considered.

If the General Manager is of the view that the terms of an agreement are not commercially reasonable in the circumstances (e.g., there are terms that are not normally used in similar agreements for similar projects), then specific authority to enter into that agreement will be requested from Council. Any agreement that falls outside the scope of this authority and which does not have any other delegated authority will be the subject of a staff report to committee and Council as required.

## **CONTACT**

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## **SIGNATURE**

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