

THE CORPORATION OF THE TOWNSHIP OF LAIRD

By-law Number 2084-26

BEING A BY-LAW to adopt the Road Association Grant Program Policy.

WHEREAS Council for the Township of Laird, through Resolution #84-26, directed staff to develop a formal Road Association Grant Program Policy, including calculation methodology, eligibility criteria, and acknowledgement requirements;

AND WHEREAS staff have prepared the Road Association Grant Program Policy attached as *Schedule A* to this by-law;

NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE TOWNSHIP OF LAIRD HEREBY ENACTS AS FOLLOWS:

1. **That the Road Association Grant Program Policy**, attached as *Schedule A* and forming part of this by-law, is hereby adopted.
2. **THAT staff are authorized to administer the Policy**, including communicating requirements to eligible Road Associations and updating Township documentation accordingly.
3. **That this by-law shall come into force and take effect** on the date of its passing.

READ and passed in Open Council this 21st day of May 2026.

Mayor _____
Shawn Evoy

Seal

Clerk _____
Jennifer Errington



Township of Laird Policy

Policy Title: Road Association Grant Program Policy

Effective Date: May 21, 2026

Approved By: Council By-law #2084-26

1. Purpose

1.1 The purpose of this policy is to establish a discretionary grant program through which the Township of Laird may provide limited financial assistance to eligible Road Associations for road-related work on private roads and unassumed roads within the Township.

1.2 This program is intended to support access to properties served by such roads while preserving the legal position of the Township.

1.3 For greater certainty, neither this policy nor any grant made under it shall, by itself:

- a) determine the legal status of any road;
- b) constitute assumption of any road by the Township for maintenance or repair purposes;
- c) cause any road to be considered maintained by the Township or maintained at public expense;
- d) create any municipal duty to inspect, maintain, repair, improve, winter maintain, patrol, sign, or make any road safe for travel;
- e) create any representation, warranty, undertaking, standard of care, or reliance interest in favour of any person; or
- f) create any liability on the part of the Township arising from the condition, use, non-use, maintenance, repair, improvement, or status of any road or any work funded under this policy, except to the extent such liability may otherwise arise at law.

1.4 This policy formalizes the Township's grant practice, but does not create any entitlement to funding in any year.

2. Authority

2.1 This policy is established pursuant to section 107 of the Municipal Act, 2001, S.O. 2001, c. 25, as amended, and any other applicable statutory authority.

3. Definitions

In this policy:

3.1 “**Applicant**” means the individual or individuals authorized by a Road Association to submit an application and execute required documents on its behalf.

3.2 “**Clerk**” means the Clerk of the Township of Laird, or designate.

3.3 “**Council**” means the Council of the Corporation of the Township of Laird.

3.4 “**Grant**” means discretionary financial assistance provided by the Township under this policy.

3.5 “**Private Road**” means a road that is not owned, assumed, or maintained by the Township.

3.6 “**Road Association**” means a group of property owners organized for the purpose of managing, maintaining, repairing, or improving a private road or an unassumed road serving their properties, whether incorporated or unincorporated.

3.7 “**Township**” means the Corporation of the Township of Laird.

3.8 “**Treasurer**” means the Treasurer of the Township of Laird, or designate.

3.9 “**Unassumed Road**” means a road allowance, highway, or other road within the Township that has not been assumed by the Township for maintenance. For greater certainty, the legal status, ownership, jurisdiction, or public or private character of any such road is not determined by this policy or by the payment of a Grant.

3.10 “**Work**” means road-related maintenance, repair, improvement, grading, resurfacing, brushing, snow removal, ditching, drainage work, culvert work, or other similar activity funded in whole or in part by a Grant.

4. Nature of Program

4.1 Grants under this policy are discretionary and subject to annual budget approval by Council.

4.2 A Grant is financial assistance only. It is not:

- a) consideration for services to the Township;
- b) payment for maintenance performed by or on behalf of the Township;
- c) evidence that a road is maintained at public expense;
- d) evidence that a road has been assumed by the Township;
- e) evidence that the Township has inspected, approved, certified, supervised, or accepted any road or any Work; or
- f) evidence that the Township has accepted ownership, possession, care, custody, management, control, or responsibility with respect to any road or Work.

4.3 Council may establish, vary, reduce, suspend, or terminate the program, or the amount budgeted for the program, at any time.

4.4 Receipt of a Grant in one year does not create any right, legitimate expectation, precedent, or claim to funding in any other year.

5. Legal Status of Roads

5.1 The acceptance of an application, the calculation of a Grant, or the payment of a Grant is made solely for the purpose of administering discretionary financial assistance.

5.2 Neither this policy nor any Grant made under it constitutes:

- a) determination of the legal status of any road;
- b) a declaration that any road is or is not a public highway, public road, private road, road allowance, or road maintained at public expense;
- c) an admission that the Township has or does not have jurisdiction, ownership, possession, control, or responsibility with respect to any road; or
- d) an assumption of maintenance responsibility by the Township.

5.3 The legal status of any road shall be determined only in accordance with applicable law and the relevant facts.

5.4 Where a road is an unassumed municipal road allowance or other road in which the Township may have a legal interest, the payment of a Grant does not constitute assumption for maintenance and does not expand any municipal obligation that may otherwise exist at law.

6. Eligibility

6.1 To be eligible for a Grant, a Road Association must:

- a) represent a private road or an unassumed road located within the Township of Laird;
- b) identify at least two authorized signing officers, including a Chair or equivalent and a Secretary/Treasurer or equivalent;
- c) submit a completed application in the form required by the Township;
- d) provide proof of the signing officers' authority to bind the Road Association, satisfactory to the Township;
- e) execute the Township's Grant Acceptance, Release and Indemnity in the form attached as **Schedule "A"**, or in such other form as the Township may require; and
- f) be in compliance with any prior grant conditions imposed by the Township.

6.2 Where a Road Association is unincorporated, the Township may require a member resolution or other proof of authority in a form satisfactory to the Township.

6.3 The Township may reject any application that is incomplete, inaccurate, late, or otherwise unsatisfactory.

7. Annual Budget and Allocation

7.1 The total amount available for Road Association Grants in any year shall be determined by Council through the annual budget process.

7.2 Subject to Council's approved budget, the Treasurer shall calculate the amount payable to each eligible Road Association in accordance with the Township's approved allocation methodology.

7.3 The allocation methodology may take into account one or more of the following:

- a) road length;
- b) assessed value of the properties served by the road; and
- c) any other factor approved by Council.

7.4 The use of an allocation formula is administrative only and does not constitute inspection, verification, certification, or acceptance by the Township of:

- a) road length;
- b) boundaries;
- c) ownership;
- d) road condition;
- e) road status; or
- f) the extent of any municipal interest or responsibility.

8. Conditions Precedent to Payment

8.1 No Grant shall be issued unless the Township has received, in form satisfactory to the Township:

- a) completed application;
- b) proof of signing authority;
- c) a fully executed Grant Acceptance, Release and Indemnity;
- d) any additional information reasonably required by the Clerk or Treasurer for program administration; and
- e) where required by the Township, proof of insurance.

8.2 The Township may refuse or delay payment until all required documentation has been received and accepted.

9. Use of Grant Funds

9.1 Grant funds must be used only for Work relating to the private road or unassumed road identified by the Road Association in its application.

9.2 The Road Association is solely responsible for determining whether, when, and how any Work is performed.

9.3 The Road Association is solely responsible for:

- a) retaining and supervising contractors;
- b) obtaining all permits, licences, approvals, consents, and permissions required by law;

- c) complying with all applicable statutes, regulations, by-laws, and common law obligations;
- d) ensuring safe conditions for workers, users, and the public;
- e) traffic control, signage, barriers, and warnings;
- f) drainage, culverts, runoff, erosion, and access impacts;
- g) winter maintenance, if any;
- h) the quality, adequacy, legality, and sufficiency of any Work; and
- i) all debts, losses, claims, damages, injuries, and disputes arising from or related to the road or the Work.

9.4 The Township does not guarantee that any Grant amount will be sufficient for any Work.

10. No Township Direction, Supervision, or Operational Control

10.1 The Township does not, by establishing or administering this program, undertake to design, direct, supervise, inspect, approve, certify, monitor, manage, or control any Work funded in whole or in part by a Grant.

10.2 No act, omission, communication, attendance, or administrative decision of the Township or its staff in connection with this program shall be construed as:

- a) technical advice or engineering direction;
- b) approval of design, methods, materials, contractors, or workmanship;
- c) confirmation that any Work is safe, lawful, adequate, or appropriate;
- d) an undertaking by the Township to make any road safe for travel; or
- e) assumption by the Township of operational control over any road or Work.

10.3 The Township does not, by issuing a Grant, assume possession, care, custody, management, occupation, or control of any road or work area.

11. Separate Municipal Permissions Required

11.1 A Grant under this policy does not authorize entry onto, occupation of, alteration of, or construction upon:

- a) municipal land;
- b) a municipal road allowance;
- c) a ditch, culvert, bridge, drainage works, or other municipal infrastructure; or
- d) any location for which municipal consent, permit, or approval is otherwise required.

11.2 Where proposed Work may affect municipal land, a municipal road allowance, drainage patterns, a ditch, a culvert, a bridge, utilities, or any other municipal infrastructure, the Road Association must obtain all separate written permissions required by the Township before commencing the Work.

11.3 The granting or refusal of any such separate permission is independent of this policy and of any Grant application.

12. No Representation, Warranty, or Reliance

12.1 The Township makes no representation, warranty, or assurance, express or implied, regarding:

- a) the legal status of any road;
- b) the safety, condition, or passability of any road;
- c) the suitability, legality, or adequacy of any proposed or completed Work;
- d) the availability of municipal services in respect of any road; or
- e) eligibility for any future Grant.

12.2 No person shall rely on the existence of this policy, the calculation of a Grant, or the payment of a Grant as evidence that the Township:

- a) has accepted responsibility for any road;
- b) has determined that any road is safe or passable;
- c) has accepted or approved any Work; or
- d) has waived any statutory or common law right, defence, immunity, limitation period, or notice requirement.

13. Indemnity and Insurance

13.1 As a condition of funding, each Road Association shall indemnify and save harmless the Township, its Council members, officers, employees, and agents from and against all claims, demands, actions, causes of action, losses, costs, damages, expenses, fines, penalties, and liabilities arising directly or indirectly from:

- a) the application for, acceptance of, or use of any Grant;
- b) the condition, use, non-use, maintenance, repair, or improvement of the road;
- c) any Work funded in whole or in part by a Grant;
- d) any interference with drainage, runoff, flooding, erosion, utilities, access, neighbouring lands, or travel; and
- e) any act, omission, negligence, or wilful misconduct of the Road Association or any of its members, officers, employees, volunteers, contractors, agents, invitees, or road users.

13.2 The indemnity in this policy and in Schedule "A" survives payment of the Grant and termination of the program.

13.3 The Township may require proof of insurance satisfactory to the Township, including commercial general liability coverage in a minimum amount of \$2 000 000.00 and contractor liability coverage where applicable.

13.4 The requirement or non-requirement of insurance does not constitute approval by the Township of the sufficiency of any coverage and does not limit the Road Association's obligations under this policy.

14. Reporting and Records

14.1 The Township may require a Road Association to provide receipts, invoices, statutory declarations, or other documentation confirming the general purpose for which Grant funds were expended.

14.2 Any reporting requirement under this section is administrative only and does not constitute inspection, supervision, approval, acceptance, or certification of any Work by the Township.

14.3 The Township shall maintain records of applications, calculations, payments, and executed grant documents in accordance with its record retention practices and applicable law.

15. Repayment, Withholding, Suspension, and Termination

15.1 The Township may withhold, reduce, suspend, cancel, or recover all or part of a Grant where:

- a) the Road Association provided false, misleading, or incomplete information;
- b) the Road Association failed to comply with this policy or with Schedule "A";
- c) Grant funds were used for a purpose inconsistent with this policy;
- d) required documentation was not provided; or
- e) Council determines, in its sole discretion, that continued funding is not appropriate.

15.2 Any amount required to be repaid under this policy is a debt owing to the Township.

15.3 Council may suspend or terminate this program at any time by resolution or by-law.

16. Administration

16.1 Council shall approve the annual budget allocation for the program, if any.

16.2 The Treasurer shall administer the allocation formula and determine the amount payable to each eligible Road Association in accordance with Council's approved budget and this policy.

16.3 The Clerk and Treasurer may establish administrative forms and procedures for the implementation of this policy.

16.4 Administrative action taken under this policy does not constitute a representation by the Township concerning the legal status, ownership, condition, safety, extent, or maintainability of any road.

17. Interpretation and Severability

17.1 This policy shall be interpreted so as to preserve the Township's statutory and common law rights, defences, immunities, protections, limitation periods, and notice requirements.

17.2 Nothing in this policy limits, waives, or prejudices any statutory or common law right, defence, immunity, notice requirement, or limitation period available to the Township.

17.3 If any provision of this policy is held to be invalid or unenforceable, that provision shall be severed and the remainder of the policy shall continue in force.

17.4 This policy shall be governed by the laws of the Province of Ontario.

18. Review

18.1 Council shall review this policy at least once every five years, or earlier if Council considers revision necessary.

19. Effective Date

19.1 This policy comes into force on the date adopted by Council.

Schedule "A"
Township of Laird
Road Association Grant Program Policy

Grant Acceptance, Release and Indemnity

The undersigned, on behalf of the _____ Road Association, acknowledge receipt of the sum of \$_____ from the Township of Laird as a discretionary grant made pursuant to section 107 of the Municipal Act, 2001.

In consideration of the Township issuing the Grant, the undersigned, on behalf of the Road Association, acknowledge and agree as follows:

1. Discretionary Grant Only

The Grant is discretionary financial assistance only. It is not consideration for services to the Township and does not create any right or entitlement to present or future funding.

2. No Determination of Road Status

The Grant does not constitute a determination by the Township of the legal status of the road, including whether the road is private, unassumed, public, maintained at public expense, or under municipal jurisdiction.

3. No Assumption / No Maintenance at Public Expense

Receipt or use of the Grant does not, by itself:

- a) cause the road to be considered assumed by the Township;
- b) cause the road to be considered maintained by the Township or maintained at public expense;
- c) create any duty on the part of the Township to inspect, maintain, repair, improve, winter maintain, patrol, sign, or make the road safe for travel; or
- d) create any undertaking, representation, warranty, or standard of care by the Township in relation to the road or any Work.

4. No Change in Legal Status

Receipt or use of the Grant does not alter the legal status, ownership, jurisdiction, or character of the road. Where the road is an unassumed municipal road allowance or other road in which the Township may have a legal interest, the Grant does not constitute assumption for maintenance.

5. Sole Responsibility of Road Association

The Road Association is solely responsible for the road and for all Work funded in whole or in part by the Grant, including all planning, design, execution, supervision, inspection, contractor selection, materials, permits, approvals, legal compliance, drainage, access impacts, signage, winter maintenance, safety precautions, and outcomes.

6. No Township Direction or Approval

The Township does not direct, supervise, inspect, approve, certify, or monitor the road or any Work funded by the Grant, and no communication or act of the Township shall be interpreted as doing so.

7. No Occupation or Control by Township

The Township does not, by issuing the Grant, assume possession, care, custody, management, occupation, or control of the road or any work area, and does not become an occupier of the road or premises by reason only of the Grant.

8. Separate Permissions Required

If any Work may affect municipal land, a municipal road allowance, drainage, a ditch, a culvert, a bridge, utilities, or other municipal infrastructure, the Grant itself does not constitute permission to enter upon, occupy, alter, or perform Work on such lands or infrastructure. Any required municipal consent, permit, or approval must be obtained separately.

9. No Representation or Reliance

The Township makes no representation or warranty regarding the condition, safety, passability, legality, or status of the road or the adequacy or legality of any Work. The Road Association has not relied upon the Grant as evidence of municipal responsibility for the road.

10. Indemnity and Release

The Road Association, save and except any contributory negligence by the Township of Laird, its Council members, officers, employees and agents, shall indemnify and save harmless the Township of Laird, its Council members, officers, employees, and agents from and against all claims, demands, actions, causes of action, losses, damages, costs, and expenses arising directly or indirectly from or in connection with:

- a) the application for, receipt of, or use of the Grant;
- b) the condition, use, non-use, maintenance, repair, or improvement of the road;
- c) any Work funded in whole or in part by the Grant;

- d) any drainage, runoff, flooding, erosion, access, utilities, or neighbouring land impact; and
- e) any act, omission, negligence, or default of the Road Association or any of its members, officers, employees, volunteers, contractors, agents, invitees, or road users.

The Road Association hereby release and forever discharges the Township of Laird, its Council members, officers, employees, and agents from any and all claims, demands, actions, or causes of action arising from or related to the Grant, the road, or any Work funded by the Grant.

11. Accuracy and Authority

The undersigned certify that:

- a) they have authority to bind the Road Association;
- b) the information provided to the Township in connection with the Grant is true and complete; and
- c) where the Road Association is unincorporated, the execution of this document has been duly authorized by its members.

12. Reservation of Municipal Rights

Nothing in this document limits or waives any statutory or common law right, defence, immunity, notice requirement, or limitation period available to the Township.

Dated at the Township of Laird this _____ day of _____, **20**.

Road Association: _____

Authorized Signatory: _____

Print Name: _____

Title: _____

Signature: _____

Authorized Signatory: _____

Print Name: _____

Title: _____

Signature: _____