

**THE MUNICIPAL CORPORATION OF THE  
TOWNSHIP OF KILLALOE, HAGARTY AND RICHARDS**

**BY-LAW NO. 19 - 2025**

**Being A By-Law to Establish a Township Policy on the Use of Unopened Road Allowances for Access Purposes.**

**AND WHEREAS**, Section 28 of the *Municipal Act, 2001* S.O. 2001, Chapter 25; provides the Township has jurisdiction over all unopened road allowances located in the Township save except as provided inspection 8 of the *Public Transportation and Highway Improvement Act*,

**AND WHEREAS**, Section 30 of the *Municipal Act, 2001* S.O. 2001, Chapter 25; provides the Township is the Owner of all highways it has jurisdiction over, including unopened road allowances;

**AND WHEREAS**, Section 35 of the *Municipal Act, 2001* S.O. 2001, Chapter 25; provides the Township can restrict common law rights of passage over unopened road allowances;

**AND WHEREAS** the Township is under no obligation to open or maintain unopened road allowances;

**AND WHEREAS** the Township receives requests from time to time from Ratepayers and other interested parties for permission to use portions of unopened road allowances lying within the boundaries of the Township for access purposes;

**AND WHEREAS** a significant portion of the Township budget is expended on the maintenance of the road system and the only effective way to maintain control over current road expenditures and liability for future maintenance costs of the road system is to ensure that permission to use unopened road allowances is only provided on a cost-effective basis;

**NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE TOWNSHIP OF KILLALOE, HAGARTY AND RICHARDS ENACTS AS FOLLOWS:**

1. The use of unopened Township Road Allowances for access purposes must be compliant with Schedule A forming part of this By-law being "Schedule "A" - Policy on the Use of Unopened Road Allowances for Access Purposes".
2. Any provisions of all other By-laws, inconsistent with this By-Law, are hereby repealed.
3. This By-law shall take effect upon its adoption.

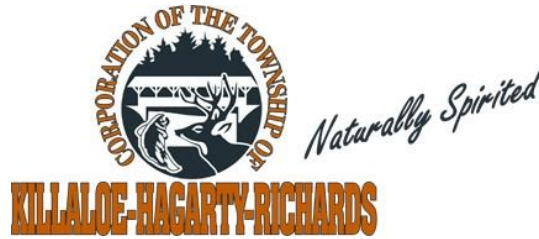
READ A FIRST, SECOND and THIRD TIME and FINALLY PASSED THIS 6th DAY OF MAY 2025.

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Mayor – Dave Mayville

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CAO/Clerk-Treasurer – Tammy Gorgerat



**Policy – USE OF UNOPENED ROAD ALLOWANCES FOR  
ACCESS PURPOSES  
Schedule “A” to By – Law 19 - 2025**

**1.0 GENERAL:**

Unopened Township road allowances are the property of the Township and require the permission of the Township for any use. Save except: 1) trails built and maintained by public recreational organizations which have permission from the Township, 2) trails built and maintained by public entities (such as Government or Utility Providers) which have permission from the Township, or 3) trails built by entities for economic purposes (such as logging etc.). Entities wishing to utilize an unopened road allowance for access on a temporary limited basis, provided said entities have received permission from the Township. The Township will generally refuse to permit any person to construct an entranceway and maintain any unopened road allowance within the Township by way of a trail, driveway, or road capable of being used by any motor vehicle whatsoever. The general purpose of this policy is to protect the Township from liability claims by persons using unimproved unopened road allowances and from demands that such unopened road allowances be improved and maintained at the expense of general ratepayers.

**2.0 CRITERIA FOR TOWNSHIP APPROVAL OF A DRIVEWAY AND/OR ENTRANCEWAY ON AN UNOPENED ROAD ALLOWANCE:**

The Township will only provide permission to establish a driveway and/or entranceway on an unopened road allowance of some permanence if the following criteria within this policy are met by the Applicant.

**3.0 INITIAL REQUEST PROCESS:**

3.01 Requests related to a “land locked property” where there is no deeded access to an open municipal or provincial road shall be submitted in writing to the Township for use of the unopened road allowance for the purpose of a driveway and/or entrance way accompanied by:

- a) Detailed description of the proposed work, including relevant sketches, drawings, pictures and/or survey plans.
- b) Letter of Authorization, if the applicant has an agent to act on their behalf.
- c) Written consent, satisfactory to the Township, from all private property owners who have land abutting the portion of the unopened road allowance that will be utilized for the driveway and/or entranceway.

- d) Consent for an entrance way from the unopened road allowance onto a public road from the appropriate road authority.
- e) Identification of the property in question and proof that the current property taxes on the applicant's property are paid and the account is up to date.

3.02 The initial application process shall involve:

- a) Creation of the new file and review of the submitted application.
- b) Circulations to various departments and agencies as required.
- c) Conducting of staff site visits to the location.
- d) Preparation of staff report to Council.
- e) Council reviews initial application and provides approval to move forward with application/agreement process.

#### **4.0 APPLICATION/AGREEMENT PROCESS:**

Once the initial request has been reviewed and approved by Council, the agreement process is as follows.

4.01 The Applicant must submit a completed application form (Schedule "A" accompanied with the following to the Township:

- a) A non-refundable licencing fee in the amount of \$800.00. This fee may be amended by Council from time to time. If other administrative action is required exceeding the initial licensing fee, the applicant shall pay any additional fees associated with the application.
- b) A copy of a reference plan from an Ontario Land Surveyor for the portion of the unopened road allowance to be utilized for the driveway and/or entranceway. The reference plan shall indicate the actual location of the road allowance and the location of the improvements. Markers shall be placed identifying the limits of the road allowance and/or municipally owned land and the proposed location of the improvements to avoid trespass onto adjacent properties.
- c) Proof of liability insurance no less than \$5,000,000.00 covering the use of the unopened road allowance which shall name the Township as an additional insured. The Township may elect to have the Applicant increase this coverage, acting reasonably, from time to time.
- d) Signed Indemnity document in which the Applicant shall agree to indemnify and save harmless the Township and its employees from all manner of actions, causes of actions, claims or demands whatsoever for or by reason of any personal injury and/or property damage of or in any way related to the unopened road allowance (Schedule "B") attached.

4.02 The Applicant enters into a written agreement with the Township, satisfactory to the Township; containing, at a minimum the following terms and conditions:

- a) The Applicant shall acknowledge that the Township, will, in no circumstances be obligated to maintain or do any works on the unopened road allowance.

- b) The Applicant shall pay and be responsible for all costs associated with the construction and maintenance of the driveway and/or entranceway, use of the unopened road allowance, and the Agreement, including, but not limited to, any legal costs incurred by the Township and any costs associated with enforcement. Any costs incurred by the Township not paid by the Applicant may be added to the tax roll of the Applicant's property and be collected in a like manner as municipal taxes.
- c) The Applicant shall acknowledge that the driveway and/or entranceway shall not be considered "direct access" or "access" for the purposes of the Township Zoning By-law and that a building permit will not be issued for the lands of the Applicant unless the lands have "direct access" or "access" to a municipal or provincial road way that is maintained throughout the year.
- d) The right of access shall be a "licence agreement" which can be terminated by the Township at any time and shall not be assignable without the permission of the Township.
- e) The Applicant shall acknowledge that the Applicant's use of the unopened road allowance will be restricted to "access only" and the Applicant shall agree that there will be no storage of items, or the erection of barriers or structures on the unopened road allowance, unless agreed to by the Township.
- f) The Applicant shall acknowledge that the unopened road allowance is Township property and only the Township may restrict access and use of the unopened road allowance.
- g) The Applicant shall comply with all other provincial and/or federal regulations related to the construction of the driveway and/or entranceway, including, but not limited to, any environmental requirements.
- h) The location of the driveway and/or entranceway shall be approved by the Township Public Works Supervisor, or designate, and shall be located as close as reasonably possible to the middle of the unopened road allowance. The location must meet sightline requirements to be approved and the driveway and/or entranceway may not be possible if sightline requirements are unable to be met.
- i) Any vegetation or material removed by the Applicant related to the construction of the driveway and/or entranceway shall be disposed of by the Applicant. At the election of the Township, any marketable timber removed by the Applicant for construction shall be forfeited to the Township.
- j) The Applicant shall post notice on the unopened road allowance in a form acceptable to the Township, advising all users of the unopened road allowance that it is not a maintained municipal road and is used at his/her own risk.
- k) The Applicant shall acknowledge that the Township may, in the future, impose an annual licencing fee related to the use of unopened road allowances. The purpose of the said fee would be, in part, to recover administration costs to the Township in relation to the said licences.
- l) The Applicant shall agree to obtain, maintain and provide the Township with a Certificate of Insurance, satisfactory to the Township and no less than \$5,000,000.00 covering the use of the unopened road allowance which shall name

the Township as an additional insured. The Township may elect to have the Applicant increase this coverage, acting reasonably, from time to time. The Certificate of Insurance shall confirm that any insurance requirements from the Agreement are in affect prior to the commencement of any works on the unopened road allowance. The Applicant shall also agree to provide a Certificate of Insurance, as reasonably requested by the Township, from time to time thereafter to confirm that insurance requirements continue to be in place.

- m) The Applicant shall agree to indemnify and save harmless the Township and its employees from all manner of actions, causes of actions, claims or demands whatsoever for or by reason of any personal injury and/or property damage of or in any way related to the unopened road allowance.
  - n) Upon any termination of the Agreement, the Applicant may be required to restore the lands to a condition satisfactory to the Township, acting reasonably.
  - o) If permitted by the Land Registry Office, the Agreement shall be registered on title to the Applicant's lands. This shall be at the cost of the Applicant.
- 4.03 All Agreements are at the discretion of the Township and no permanent rights of any kind whatsoever are conferred by the Agreement.
- 4.04 Once the Agreement is signed by both parties then work may begin. All work shall be completed within 6 months of signing the agreement. If the work is not completed in this time the file will be closed.
- 4.05 If the Township is not notified of completion within 6 months of signing the agreement, the file will be closed.
- 4.06 A Use of Unopened Road Allowances for Access Purposes Agreement Application will be considered expired if it has been inactive for a period of six (6) months. Once expired, the applicant must reapply if they wish to continue, and a new application fee will be required.
- 4.06 Once the work is completed the applicant must notify the Township immediately for the final inspection.
- 4.07 All corrective work as directed by Township Staff must be completed within two weeks.
- 4.08 Should the Township be required to perform any required remedial action in relation to this agreement, any subsequent costs as a result of non-compliance with the agreement shall be added to the tax roll for the Applicant's property tax account pursuant to Section 446 of the *Municipal Act, c.25, S.O. 2001*, as amended.
- 4.09 The Applicant shall pay all reasonable costs as may be incurred by the Township, its solicitor and its staff for any work to be performed in connection with the administration of this agreement or any subsequent costs as a result of non-compliance with the agreement.

- 4.10 No part of this agreement constitutes an assumption by the Township of any obligation to repair or maintain the improvement. Such obligation shall only exist if the Township enacts a by-law. In the event the Township does pass an assumption by-law after the improvement is completed the applicant shall not receive any compensation.
- 4.11 If the applicant withdraws their application following its initial approval, the total licencing fee will be retained by the Township.
- 4.12 Controversial or significant applications may require a staff report submitted to Council for approval.

**5.0 ADMINISTRATION:**

- 5.01 The Public Works Superintendent or designate(s), shall follow this procedure in the processing of Use of Unopened Road Allowances for Access Purposes Agreements.
- 5.02 This policy shall come into force and effect under By-law No. 19 - 2025 on May 6th, 2025.
- 5.03 Any new construction or new development from the passing of this By-law shall be required to apply and enter a Use of Unopened Road Allowance for Access Purposes Agreement.

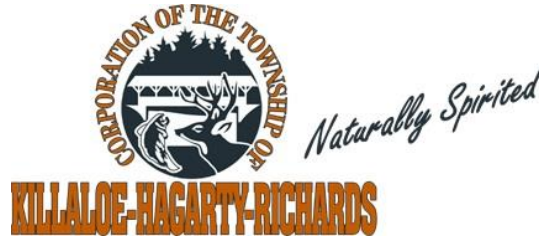
**6.0 TOWNSHIP DISCRETION:**

Notwithstanding anything contained in this policy, the Township may refuse to grant permission to an Applicant for use of an unopened road allowance for access purposes in the event the Township determines it is in the best interests of the Township to do so.

**7.0 MODIFICATION:**

If any unforeseen or unanticipated circumstances occur, this policy, or any requirements of this policy may be waived by resolution of Council.

**Schedule "A"**



**APPLICATION REQUEST FORM  
Use of Unopened Road Allowance for Access Purposes**

Requests related to a "land locked property" where there is no deeded access to an open municipal or provincial road shall be submitted in writing to the Township for use of the unopened road allowance for the purpose of a driveway and/or entrance way accompanied by. The Applicant shall obtain authorization from Council prior to proceeding with completing this Application Form. Please provide the following information:

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**Applicant Information**

Full Name of Applicant(s): \_\_\_\_\_

Mailing Address:

\_\_\_\_\_  
\_\_\_\_\_

Phone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

Property Owner(s) (if different from Applicant(s)): \_\_\_\_\_

\_\_\_\_\_

Mailing Address (if different from above):

\_\_\_\_\_  
\_\_\_\_\_

Phone Number if different from above): \_\_\_\_\_

Email Address if different from above): \_\_\_\_\_

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**Property Information**

Legal Description of Property (Municipal Address, Lot, Concession, Reference Plan, etc.):

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Is the property currently landlocked (i.e. no deeded access, easement or right-of-way to an open municipal or provincial road)?

Yes  No

Approximate location of the proposed driveway/entranceway (provide any details or references for location):

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**Required Documents**

Please submit the following documents with this application:

- Written request for use of unopened road allowance for the purpose of a driveway and/or entranceway.
- Detailed description of the proposed work, including sketches, drawings, pictures and survey plan/sketch.
- Letter of Authorization, if the applicant has an agent to act on their behalf.
- Consent letters from all private property owners abutting the applicable portions of the unopened road allowance.
- Written consent from the relevant road authority.
- Proof that the current property taxes on the applicant's property are paid and the account is up to date.
- Signed Indemnity document.

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**Applicant's Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

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**Office Use Only**

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Date of Request Submission: \_\_\_\_\_

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Council Pre-approval Received

Yes  No

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**Documents Received:**

- Written Request
  - Description of Work
  - Fee Paid (Non-refundable \$800.00)
  - Consent Letters from Property Owners
  - Written Consent from Road Authority
  - Reference Plan from Ontario Land Surveyor
  - Proof of Insurance
  - Signed Indemnity Document.
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**Application Status:**

Approved  Denied

Reason for Denial (if applicable): \_\_\_\_\_

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**Township Representative (Please Print):** \_\_\_\_\_

**Signature of Township Representative:** \_\_\_\_\_

**Date:** \_\_\_\_\_

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This application form must be submitted along with all required documentation and the non-refundable licence fee. Please allow sufficient time for processing and approval before commencing any work.

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**Schedule "B"**



**INDEMNITY**

In consideration of the issuance by the Corporation of the Township of Killaloe, Hagarty and Richards (the "Township") of a Use of Unopened Road Allowances for Access Purposes Agreement (the "Agreement") to \_\_\_\_\_ ("the Indemnifier"). The Indemnifier hereby agrees to indemnify and hold the Township, its officials, agents and employees and assigns (each an "Indemnified Party") harmless from and against any and all losses, costs, damages, expenses, liabilities, claims, demands and causes of action of whatever kind (collectively the "Claims") which the Indemnified Party may sustain or incur as a result of the Township issuing the Agreement or as a result of any act, matter or thing permitted, made, done or not made, done or permitted by the Indemnified Party relating in anyway, directly or indirectly, to the issuance of the Agreement for the "Use of Unopened Road Allowances for Access Purposes".

An Indemnified Party shall give written notice to the Indemnifier at the address of the Indemnifier set out in the application for the Use of Unopened Road Allowances for Access Purposes Agreement as soon as practicable of any claims asserted against an Indemnified Party for which the Indemnifier may be liable pursuant to this Indemnity. No compromise or settlement shall be agreed to or made by the Indemnified Party without giving the Indemnifier a reasonable opportunity, in the sole opinion of an Indemnified Party, to defend such Claim and to settle such Claim at the sole cost of the Indemnifier. The Indemnifier agrees that any costs that may be incurred an Indemnified Party related to a breach of this Indemnity by the Indemnifier may be added to the Tax Roll of any real property owned by the Indemnifier within the Township and may be collected in a like manner as municipal taxes.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Per: \_\_\_\_\_  
Signature of Indemnifier