



THE CITY OF CALGARY
Real Estate & Development Services
Land & Asset Management

ENCROACHMENT GUIDELINES

Prepared by: Coordinator, Land Administration, Land & Asset Management
Approved by: Manager, Land & Asset Management on March 16, 2020
Amendments approved by: N/A

TABLE OF CONTENTS

Description	Page #
1.0 Title	2
2.0 Scope	2
3.0 Purpose	2
4.0 Responsibilities	2-3
5.0 Encroachment Guidelines	
5.1 General	3-6
5.2 Encroachments into City-owned land – Parks	6
5.3 Encroachments into City-owned land – Non-park land	6-7
5.4 Encroachments into City streets	7
5.5 Encroachments into City utility rights-of-way	7-8
5.6 Encroachments into City overland drainage easements	8
5.7 Encroachments into City easements (excluding utility rights-of-way and overland drainage easements)	8
5.8 Other encroachments	8-9
6.0 Application and Encroachment agreement Fees	9-10
7.0 Enforcement	10-11
8.0 Complaints	11-13
9.0 Definitions	13-18
Schedule “A”	19-21
Schedule “B”	22
Schedule “C”	23
Schedule “D”	24



1.0 Title

- 1.1 These guidelines may be referred to as the “*Encroachment Guidelines*” or the “*Guidelines*”.

2.0 Scope

- 2.1 These Guidelines apply to all *encroachments* onto *City-owned land, streets, and easements*.
- 2.2 *City-owned land, streets, and easements* includes, among other things, boulevards, sidewalks, roads, bridges, alleyways, parkways, lanes, *utility rights-of-way, overland drainage easements* and titled parcels of land owned by the *City* including, but not limited to, *parks and reserve land*.

3.0 Purpose

- 3.1 The *City* recognizes the importance of assisting the public by effectively managing *encroachments* into *City-owned land, streets, and easements*.
- 3.2 The *City* understands the importance of providing a consistent and timely approach in processing applications for *encroachment agreements*.
- 3.3 The *City* must ensure that *encroachments* do not adversely affect the *City’s* or *utility provider’s* ability to access, maintain and provide safe and effective services to the citizens of Calgary.
- 3.4 The *City* must ensure that *encroachments* do not restrict public access to and enjoyment of lands intended for public use, such as *City parks*.
- 3.5 These Guidelines and the Encroachment Bylaw will assist the public and enable the *City* to effectively manage *encroachments*. They are intended to provide a consistent approach in processing applications, enforcing the Encroachment Bylaw and protecting and indemnifying the *City* wherever *encroachments* have been identified.

4.0 Responsibilities

4.1 Council:

- (a) Receive, review, and consider for amendment, the Encroachment Bylaw and any recommended amendments thereto.



4.2 Real Estate & Development Services:

- (a) Review and make recommendations to *Council* from time to time, regarding any revisions required to the Encroachment Bylaw.
- (b) Process *encroachment agreement* applications through consultation with affected *City business units* and *utility providers* in accordance with these Guidelines and the Encroachment Bylaw;
- (c) Process *encroachment agreement* applications in a timely manner; and
- (d) Establish, maintain, periodically review and approve these Guidelines in consultation with *City business units* and *utility providers*.

4.3 City business units:

- (a) Address all *encroachment* matters that are referred to the department, including reviewing and making recommendations to *Real Estate & Development Services* on *encroachment agreement* application circulations.

4.4 Utility providers:

- (a) Review and make recommendations on *encroachment agreement* circulations that are brought forward by *Real Estate & Development Services*.

4.5 Officers:

- (a) Enforce related Bylaw offences.

5.0 Encroachment Guidelines

5.1 General:

- (a) An *encroachment* shall not adversely affect the *City's* or *utility provider's* ability to access, maintain and provide safe and effective services to the citizens of Calgary.
- (b) An *encroachment* shall not restrict public access to and enjoyment of lands intended for public use, such as *City parks*.



- (c) An *encroachment* shall not interfere with the *City's* or *utility provider's* ability to access a *City property or interest* or *utility provider* utility infrastructure contained within a *City property or interest*.
- (d) All *encroachments* require *written authorization*.
- (e) All unauthorized *encroachments* shall be removed by the *owner* from the affected *City property or interest* at their sole cost and expense.
- (f) All unauthorized *encroachments* shall be removed by the *owner* within thirty (30) days of receiving a rejection letter and/or removal notice from the *City*.
- (g) Where an *encroachment* has been authorized by the *City* and an *encroachment agreement* is required, an *owner* shall execute the *encroachment agreement* prepared and delivered by the *City*, or the *encroachment* shall be removed by the *owner* from the *City property or interest*.
- (h) An *encroachment agreement* authorized by the *City* and executed by the *owner* shall be registered by caveat on the *certificate of title* to the *owner's* land.
- (i) *Utility provider* utility infrastructure located within a *City property or interest* that is authorized by the *City* will not be considered as an *encroachment*.
- (j) Notwithstanding any other provision of these Guidelines, a multi-family residential, commercial, industrial or retail property *encroachment* application shall be reviewed on its own merits at the discretion of the *City*.
- (k) An authorized *encroachment* does not release an *owner* from the responsibility to comply with other provincial or federal requirements or municipal bylaws.
- (l) All *owners* with authorized *encroachments* into *City-owned land* and *streets* may be subject to the assessment of additional municipal property taxes levied against the *owner's* land by virtue of the *encroachment*.



- (m) All expenses, costs, liabilities, or other risk associated with both authorized and unauthorized *encroachments* shall be borne by the *owner*.
- (n) Where an *encroachment* is identified, an *owner* may make an application to the *City* by following the online *Encroachment Application Procedure* identified on the attached Schedule “C” and as outlined on the *City’s* website at www.calgary.ca/encroachments.
- (o) An *encroachment* once authorized by the *City* may continue subject to the *City’s* right to request removal of the *encroachment* upon thirty (30) days’ notice and the *encroachment* shall not be added to, rebuilt or structurally altered except:
 - (i) As may be necessary to remove the *encroachment*, or
 - (ii) As may be necessary for the routine maintenance of the *encroachment*.
- (p) If an *encroachment* or the structure benefitting from the *encroachment* is damaged or destroyed to the extent of more than 75% of the replacement value of the *encroachment* or such structure, the *encroachment* shall not be repaired or reconstructed and shall be removed from the *City property or interest* unless the repair or reconstruction has been authorized by the *City*.
- (q) All *encroachment* removals require the *owner* to submit an updated Real Property Report to the *City* evidencing removal of *encroachment(s)*.
- (r) The *City* will respond to all *encroachment* complaints and will apply the Encroachment Bylaw and Guidelines when *encroachments* are identified through normal management of *City* property and interests.
- (s) Existing *encroachments* authorized by Licenses of Occupation, *Encroachment agreements*, Maintenance and Indemnity Agreements, or any other existing agreement with the *City* authorizing an *encroachment* shall be deemed to be an authorized *encroachment* subject to the terms and conditions of the existing agreement.
- (t) These Guidelines may be revised from time to time by the *Manager, Land & Asset Management* pursuant to Encroachment Bylaw.



- (u) Words have their meanings defined in Section 9 of these Guidelines.

5.2 Encroachments into City-owned land – Parks

- (a) A person must not *place* or allow to be *placed* an *encroachment* onto a *park* without the *written authorization* of the *Director, Calgary Parks*.
- (b) **Reserve land:**
- (i) A person must not *place* or allow to be *placed* an *encroachment* onto *reserve land*.
- (ii) Where an *encroachment* extends onto *reserve land*, the *owner* shall remove the *encroachment* as directed by *Real Estate & Development Services* and/or *Calgary Parks*.
- (c) **Non-Reserve Park land:**
- (i) Where an *encroachment* extends onto non-reserve *park land*, the *owner* shall remove the *encroachment* as directed by *Real Estate & Development Services* and/or *Calgary Parks*.
- (ii) If an *owner* objects to the removal, the *owner* may apply to *Calgary Parks* through *Real Estate & Development Services* to license the land affected by the *encroachment*. If the *City* objects to a proposed license of the land affected by the *encroachment*, the *owner* shall remove the *encroachment* as directed by *Real Estate & Development Services* and/or *Calgary Parks*. If the *City* has no objections to a proposed license of the land affected by the *encroachment*, the request will be handed off to the *City's Leasing* department for negotiation and approval of the proposed license.

5.3 Encroachments into City-owned land – Non-park land

- (a) *Encroachments* into *City-owned land* – non-*park* land that are encroaching by less than or equal to 0.34 metres will be reviewed by *Real Estate & Development Services*. If deemed acceptable, an *encroachment consent letter* will be issued.
- (b) *Encroachments* into *City-owned land* – non-*park* land that are encroaching by more than 0.34 metres will be reviewed by all affected *City business units* and *utility providers*. If deemed acceptable, an *encroachment agreement* will be issued.



5.4 Encroachments into City streets

- (a) *Encroachments* identified on the attached Schedule "A" into a *street* will be reviewed by *Real Estate & Development Services*. If deemed acceptable, an *encroachment consent letter* will be issued.
- (b) Notwithstanding Section 5.4(a), *encroachments* identified in Sections 1.1 and 1.8 of Schedule "A", if deemed acceptable by *Real Estate & Development Services*, do not require an *encroachment consent letter* and are not subject to application or *encroachment* fees.
- (c) *Encroachments* identified on the attached Schedule "B" into a *street* will be reviewed by *Real Estate & Development Services*. If deemed acceptable, an *encroachment agreement* will be issued.
- (d) *Encroachments* into a *street* that are not identified on the attached Schedules "A" or "B" require an *encroachment* application to be submitted by the *owner* to the *City* for circulation and review by all affected *City business units* and *utility providers*. If deemed acceptable, an *encroachment agreement* will be issued.

5.5 Encroachments into City utility rights-of-way

- (a) *Encroachments* identified on the attached Schedule "A" into a *utility right-of-way* will be reviewed by *Real Estate & Development Services*. If deemed acceptable, an *encroachment consent letter* will be issued.
- (b) Notwithstanding Section 5.5(a), *encroachments* identified in Sections 2.1 and 2.7 of Schedule "A", if deemed acceptable by *Real Estate & Development Services*, do not require an *encroachment consent letter* and are not subject to application and *encroachment* fees.
- (c) *Encroachments* identified on the attached Schedule "B" into a *utility right-of-way* will be reviewed by *Real Estate & Development Services*. If deemed acceptable, an *encroachment agreement* will be issued.
- (d) *Encroachments* not identified on the attached Schedules "A" or "B" require an *encroachment* application to be submitted by the *owner* to the *City* for circulation and review by all affected *City business units* and *utility providers*. If deemed acceptable, an *encroachment agreement* will be issued.



- (e) Requests for a withdrawal and discharge of a *utility right-of-way* will be circulated to all affected *City business units* and *utility providers* for review. If deemed acceptable, an executed withdrawal and discharge of *utility right-of-way* will be submitted by the *City* to the Alberta Land Titles Office.

5.6 Encroachments into City overland drainage easements

- (a) If *encroachments* are within an *overland drainage easement*, the *encroachment* will be reviewed by all affected *City business units* and *utility providers*. If deemed acceptable, an *encroachment consent letter* will be issued.

5.7 Encroachments into City easements (excluding City utility rights-of-way and City overland drainage easements)

- (a) *Encroachments* into a *City easement* (excluding *utility rights-of-way* and *overland drainage easements*) that are encroaching by less than or equal to 0.34 metres will be reviewed by *Real Estate & Development Services*. If deemed acceptable, an *encroachment consent letter* will be issued.
- (b) *Encroachments* into a *City easement* (excluding *utility rights-of-way* and *overland drainage easements*) that are encroaching by more than 0.34 metres will be reviewed by all affected *City business units* and *utility providers*. If deemed acceptable, an *encroachment agreement* will be issued.

5.8 Other encroachments

- (a) **Emergency Accesses:**
 - (i) *Encroachments* extending onto a *City property or interest* that are designated as or are part of an emergency access shall be removed by the *owner* from the affected *City property or interest*.
- (b) **Public Utility Lots (PULs):**
 - (i) PULs that are also considered a *City park* will be dealt with the same as *City-owned land parks* (non-reserve land).
 - (ii) PULs that are NOT considered a *City park* will be dealt with the same as *City-owned land* – non-park land.



(c) **Restrictive covenants:**

- (i) *Real Estate & Development Services* will direct matters relating to *encroachments* into *restrictive covenants* to the *City business unit* who imposed the *restrictive covenant*.

(d) **Signs:**

- (i) *Signs* onto a *City property or interest* are not considered *encroachments* and may require a lease or license of occupation agreement from the *City's* Leasing Department and/or a planning permit from the *City's* Planning and Building Department.

6.0 Application and Encroachment agreement Fees

- 6.1 Effective as of the date of approval of these *Encroachment* Guidelines, the Application and *Encroachment* Fee Schedule (the "Fee Schedule") is as set out in Schedule "D".
- 6.2 At all times, an up to date Fee Schedule will be posted on the *City's* external website at www.calgary.ca/encroachments.
- 6.3 Total fees are calculated as the application fee plus the *encroachment* fee plus GST and any applicable municipal property taxes or the license fee plus GST plus any applicable municipal property taxes.
- 6.4 *Encroachment agreement* applications for single-family property *encroachments* that existed prior to July 1, 1996 are only subject to payment of the application fee plus GST plus any applicable municipal property taxes.
- 6.5 *Encroachments* identified in Sections 1.1, 1.8, 2.1 and 2.7 of Schedule "A" of the Guidelines are not subject to application and *encroachment* fees.
- 6.6 Where an *encroachment* is created by an *owner* granting land to the *City* (i.e. Dedication Agreement where an existing *encroachment* is allowed to remain), the *City* shall without charge, permit an *encroachment agreement* to be entered into with the *owner*.
- 6.7 *Encroachments* over 3.0 metres into *City-owned land* and/or *streets* require consultation with (circulation to) *City business units* and/or *utility providers* for approval, and will be handed off to *Real Estate & Development Services'* Leasing Department for negotiation and approval of a license of occupation agreement. Fees for *encroachments* into *City-owned land* and/or *streets* by



over 3.0 metres will be at the then rate for Landscaping Licenses or a per square foot fair market value as established by *Real Estate & Development Services*.

- 6.8 In the event an *encroachment* application is denied, all *encroachments* must be removed from the *City property or interest* as evidenced by an updated Real Property Report, and the *owner* will be refunded the *encroachment* fee. The application fee is non-refundable.
- 6.9 Payment of fees, including municipal property taxes, arising from the use of a *City-owned* property or interest in accordance with an *encroachment agreement* or an *encroachment consent letter* shall be the responsibility of the *owner*.
- 6.10 Any additional costs required to facilitate an *encroachment*, including but not limited to a road closure or subdivision application, shall be borne by the *owner*.
- 6.11 Any costs of *utility provider* utility infrastructure relocation or reconstruction required to facilitate an *encroachment* shall be the responsibility of the *owner*.
- 6.12 The Fee Schedule may be revised from time to time by the *Manager, Land & Asset Management* pursuant to the Encroachment Bylaw.

7.0 Enforcement

- 7.1 All *encroachments* are enforced by the Encroachment Bylaw.
- 7.2 In addition to the Encroachment Bylaw, additional enforcement is identified within:
 - (a) The *Street* Bylaw 20M88, for *encroachments* into *streets*; and
 - (b) The *Drainage* Bylaw 37M2005, for *encroachments* into *overland drainage easements*.
- 7.3 If an *encroachment* has been identified on a *City property or interest* the *City* will notify an *owner* and the *owner* must make an *encroachment* application should the *owner* wish the *encroachment* to remain.
- 7.4 If the *owner* applies for an *encroachment agreement* and the application is approved, the *owner* must enter into an *encroachment agreement* with the



City and pay to the *City* all applicable fees, failing which the *owner* must remove the *encroachment*.

- 7.5 If the *owner* applies for an *encroachment agreement* and the application is denied, the *owner* must remove the *encroachment* and is responsible for all costs relating to same.
- 7.6 If the *owner* does not apply for an *encroachment agreement* a, the *owner* must remove the *encroachment* and is responsible for all costs relating to same.
- 7.7 **Encroachment Removal Notice Process:**
 - (a) **Written Notice**
 - (i) The *owner* will be notified in writing advising of the *encroachment(s)* to be removed from a *City property or interest*, the timeframe within which the *encroachment(s)* must be removed and any conditions of removal such as the requirement to provide an updated Real Property Report evidencing removal of the *encroachment(s)*.
 - (b) **Referral to Bylaw Enforcement**
 - (i) If the removal timeframe in the written notice has passed and the *owner* has not removed the *encroachment(s)*, the situation will be referred to the Law Department and/or a bylaw enforcement *officer* for immediate action.

8.0 Complaints

Encroachments identified by public complaints or by *City personnel* will be referred to *Real Estate & Development Services*.

8.1 Investigation

- (a) A background investigation will be undertaken by *Real Estate & Development Services* to determine if the *encroachment* has been previously authorized.
- (b) If the *encroachment* has not been previously authorized, an investigation will be undertaken by *Real Estate & Development Services* to determine if the *encroachment* resulted from an error, no



utility right-of-way or *easement* registered, road plan after the fact, permit issued, or similar situations.

- (c) *Real Estate & Development Services* will undertake a review of the *encroachment* which may include a site inspection and consultation with *City business units* and *utility providers* to determine if the *encroachment* should be authorized or removed.

8.2 Verification

- (a) At the discretion of *Real Estate & Development Services, Manager, Land & Asset Management*, a survey or a Real Property Report, may be undertaken to confirm the extent of the *encroachment*. If the survey verifies that the *encroachment* exists, the *City* may seek to recover the costs of the survey from the *owner*.

8.3 Written Notice

- (a) Depending on the investigation, the *owner* will be notified by mail advising the *owner* of the possible *encroachment(s)* and requiring the *owner* to either apply for an *encroachment agreement* or remove the *encroachment(s)* within a certain timeframe. *Owners* who are requesting *encroachment* approval into a *City property or interest* are required to submit a Real Property Report.

8.4 Referral to Bylaw Enforcement

- (a) If the timeframe identified in the written notice to either remove the *encroachment(s)* or to apply for an *encroachment agreement* has passed and the *owner* has not made application for an *encroachment agreement* or removed the *encroachment(s)*, the situation will be referred to the Law Department and/or a bylaw enforcement *officer* for immediate action.

9.0 Definitions

- 9.1 “*Calgary Parks*” means the *City’s* Calgary Parks business unit;
- 9.2 “*certificate of title*” means the record of the title to land that is maintained by the Registrar as defined in the *Land Titles Act*, RSA 2000, c L-4;



- 9.3 “City” means the municipal corporation of The City of Calgary or the area contained within the boundaries of Calgary, Alberta where the context so requires;
- 9.4 “City business unit” means a City department;
- 9.5 “City-owned land” means any land owned by the City for which a *certificate of title* has been obtained or any interest in land that vests in the City by virtue of the *Municipal Government Act*, RSA 2000, c. M-26, as amended, or other legislation and includes *park or reserve land*;
- 9.6 “City property or interest” means any of *City-owned land, street, or easement* and anything included in the definition of one of those terms;
- 9.7 “Council” means the municipal Council of the City;
- 9.8 “developer fence” means a *fence* installed under a subdivision development agreement which is usually of a consistent style and is continuous along two or more lots and includes a *fence* that provides a buffer from a major or higher standard road or is used to separate a parcel or parcels of land from a *park* or public open space;
- 9.9 “Director, Calgary Parks” has the same meaning as in the Parks and Pathways Bylaw 11M2019;
- 9.10 “driveway” means a short private access road leading from a *City street* to a private attached or detached garage;
- 9.11 “driveway apron” means the section of the *driveway* that connects to the *street*;
- 9.12 “easement” means any *easement* granted to the City for any purpose and includes *utility rights-of-way* and *overland drainage easements* and which are registered on a *certificate of title*, by a registered plan under the *Land Titles Act*, RSA 2000, c L-4 by description or by caveat and documented by an *easement* agreement;
- 9.13 “encroachment” means anything *placed* with a fixed location on the ground or attached to something having a fixed location on the ground that extends on, over, or under a *City property or interest*, including the immediate airspace, and includes, but is not limited to, the following:



- (a) improvements as defined in the Alberta Land Surveyors' Association Manual of Standard Practice, 2019, as amended from time to time;
- (b) buildings and all projections including eaves, cantilevers, or similar and siding;
- (c) sheds, including those attached to a dwelling or *fence*;
- (d) *fences*;
- (e) asphalt, concrete or brick sidewalks, curbs, parking pads, *driveway aprons* or *driveways*;
- (f) structures such as decks, stairs, patios, pergolas, gazebos or similar;
- (g) extension of adjacent lands by fill;
- (h) *walls*;
- (i) swimming pools and hot tubs;
- (j) shrubs, hedges, trees or other organic landscape materials; and
- (k) hard landscaping including, but not limited to structures, fire pits, planters, or similar;

but does not include sound attenuation structures as required by the *City*;

- 9.14 "*encroachment agreement*" means an encroachment agreement or license of occupation entered into pursuant to the Real Property Bylaw 52M2009 to approve an *encroachment* being *placed*;
- 9.15 "*encroachment consent letter*" means a letter issued by the *City* to an *owner* consenting to an *encroachment* subject to the terms and conditions set out in the letter;
- 9.16 "*fence*" means any barrier, railing, or upright structure typically made of wood, metal, or glass, that encloses an area or marks a boundary and includes a *developer fence* but does not include a *wall*;
- 9.17 "*Manager, Land & Asset Management*" means the *City* employee appointed to the position of Manager, Land & Asset Management or that *person's* designate;



- 9.18 “*officer*” means a bylaw enforcement officer appointed pursuant to Bylaw 60M86, a peace officer appointed pursuant to the *Peace Officer Act*, SA 2006, c. P-3.5, or a police officer under the *Police Act*, RSA 2000, c P-17;
- 9.19 “*overland drainage easement*” means a *City easement* for the construction, operation, inspection, maintenance, repair and replacement of any facility or facilities for the drainage or control of storm water including, but not limited to:
- (a) a grass swale;
 - (b) a concrete or asphalt walkway, gutter or swale;
 - (c) a drainage control *fence* or structure; and
 - (d) the sloping and contouring of land to facilitate the drainage or control of storm water;
- 9.20 “*owner*” means a *person* shown as an owner of a property on a *certificate of title*, and, in relation to a specific *encroachment*, is the *person* whose property:
- (a) is encumbered by a *City property or interest* upon which the *encroachment* is *placed* in whole or in part;
 - (b) benefits from the *encroachment placed* upon an adjacent *City property or interest*; or
 - (c) the *encroachment* originates from;
- 9.21 “*park*” means a public space controlled by the *City* and set aside as a park to be used for rest, recreation, exercise, pleasure, amusement, cultural heritage, education, appreciation of nature, and enjoyment and includes:
- (a) playgrounds;
 - (b) cemeteries;
 - (c) natural areas;
 - (d) sports fields;
 - (e) pathways;
 - (f) trails; and



- (g) park roadways;
but does not include golf courses;
- 9.22 “*person*” means an individual or a business entity including a firm, partnership, association, corporation or society;
- 9.23 “*place*” or “*placed*” means any type of action taken to construct, create, erect, or build, or cause to be constructed, created, erected, or built, a portion or all of an *encroachment* and includes any act of planting or gardening;
- 9.24 “*reserve land*” means any parcel designated as Municipal Reserve, Environmental Reserve, Municipal and School Reserve, School Reserve, Conservation Reserve or Community Services Reserve, as defined in the *Municipal Government Act*, RSA 2000, c. M-26, as amended, or designated as “reserve” as defined by any former Planning Acts, including, but not limited to the former *The Planning Act* RSA 1970 c 276 and *The Planning Act* SA 1977 c 89 or noted as Community Reserve on a *certificate of title*;
- 9.25 “*restrictive covenant*” means an agreement that restricts the use or occupancy of a property;
- 9.26 “*Real Estate & Development Services*” means the *City’s* Real Estate & Development Services business unit;
- 9.27 “*sign*” means an inscribed board, bill, placard, poster, banner, flag or device which is intended to promote anything or inform anyone;
- 9.28 “*street*” means any thoroughfare, highway, road, roadway, trail, avenue, parkway, *driveway*, viaduct, lane, alley, square, bridge, causeway, trestleway, or other place, any part of which the public is ordinarily entitled or permitted to use for the passage or parking of vehicles and includes sidewalks, ditches, and boulevards;
- 9.29 “*utility provider*” means the *City* or a third party utility provider that operates one or more of the following: water, sewer, electrical distribution and/or transmission lines, thermal or other energy services, telecommunication lines, shallow utilities, oil and natural gas lines or transit infrastructure and who has authority to access and use a *utility right-of-way* to construct, install, maintain, repair, replace and operate its utility infrastructure pursuant to the Municipal Rights-of-Way Bylaw 17M2016 or pursuant to a *utility right-of-way agreement*;



- 9.30 “*utility right-of-way*” means a *utility right-of-way* that contains any *utility provider* lines, systems, infrastructure or other facilities relating to any one or more of the following, which is registered on the *certificate of title*, by a registered plan pursuant to the *Land Titles Act*, RSA 2000, c L-4 or by description and documented by a *utility right-of-way agreement* granted to the *City* for:
- (a) systems for the production or distribution of gas, whether artificial or natural;
 - (b) the distribution or transmission of electricity, telephone, cable, television or telecommunications;
 - (c) transit infrastructure;
 - (d) facilities for storage, transmission, treatment, distribution or supply of water;
 - (e) facilities for the collection, treatment, movement or disposal of sanitary sewage, including but not limited to pipes, force mains, and pumping stations; and
 - (f) the drainage, collection, treatment, movement, or disposal of storm water, including but not limited to collection devices, drainage swales, pipes, pumping stations, storm water ponds and wetlands, except those facilities within an *overland drainage easement*, that are regulated under Drainage Bylaw 37M2005;
- 9.31 “*utility right-of-way agreement*” means an agreement documenting a *utility right-of-way* granted to the *City* for the construction, installation, maintenance, repair, replacement and operation of a *utility provider’s* utility infrastructure;
- 9.32 “*wall*” means both structural and non-structural walls including:
- (a) structural support walls, retaining walls or any other walls constructed for a purpose other than aesthetics; and
 - (b) decorative walls constructed of stone or other material erected for the sole purpose of providing a decorative and/or landscape feature;



9.33 “*written authorization*” means an authorization provided in writing to approve an *encroachment* made by either:

- (a) the *Manager, Land & Asset Management* for *encroachments* onto *City-owned land, streets* or *easements*; or
- (b) the *Director, Calgary Parks* for *encroachments* onto a *park*;

and includes, but is not limited to, an *encroachment agreement*, *encroachment consent letter*, or a stamped Real Property Report.



Schedule "A"

1.0 Encroachments into a street (Real Estate & Development Services encroachment consent letter process):

- 1.1 Structures which provide direct access to a dwelling, including:
 - (a) Front *driveways* of any material leading to a garage;
 - (b) Sidewalks to a maximum width of 2.0 metres;
 - (c) Special needs access ramps, elevators, fire escapes, or similar; and
 - (d) Steps to a maximum width of 2.0 metres which provide access to a residential dwelling excluding secondary suites and excluding *walls* or landscape features that are in the opinion of the *City* considered to be features not directly benefiting the access.
- 1.2 *Driveways*, including *driveway aprons*, which access lanes:
 - (a) Which are constructed of asphalt, gravel, or shale;
 - (b) Which are constructed of concrete or other like material and which encroach not more than 0.34 metres into a gravel lane; and
 - (c) Which are hard surfaced and which encroach into a hard surfaced (asphalt or concrete) lane.
- 1.3 *Fences*:
 - (a) Encroaching not more than 0.34 metres where the *fence* creates an enclosure;
 - (b) Encroaching to the back of the sidewalk or to 1.0 metres from the back of the curb or 1.5m from the lip-of-gutter (if there is no sidewalk) where the *fence* is a linear projection of a *fence* on the *owner's* property EXCEPT where adjacent to a *street*; and
 - (c) Developer fences required under development agreements.
- 1.4 Portable sheds:
 - (a) Under 10.0 square metres (107.6 square feet); and
 - (b) Encroaching not more than 0.34 metres including any eaves.
- 1.5 *Walls*:
 - (a) Not more than 0.24 metres in height and where not located adjacent to above ground *utility provider* surface facilities.



- 1.6 Non-permanent surface improvements including:
 - (a) Moveable planters including any movable border material (i.e. plastic, concrete, timber sections under 0.24 metres in height);
 - (b) Surface level rocks not more than 0.24 metres in height; and
 - (c) Interlocking brick or asphalt.
- 1.7 Eaves, window wells and cantilevers:
 - (a) Encroaching by less than or equal to 0.14m into a *street*.
- 1.8 Any *encroachment* constructed for valid municipal purposes by the *City* or its agents (i.e. bollards, sound barriers, *developer fences*, subdivision entrance *signs*, guard rails, or similar structures).
- 1.9 Unless otherwise specified in Schedule “A”, non-permanent structures (no footings or foundations) that encroach by less than or equal to 0.34 metres into a *street*.

2.0 Encroachments into a utility right-of-way (Real Estate & Development Services encroachment consent letter process):

- 2.1 Structures which provide direct access to a dwelling, including:
 - (a) *Driveways* of any material, including *driveway aprons*, leading to a garage, which cross over any *utility right-of-way* and do not run parallel to it;
 - (b) Sidewalks to a maximum width of 2.0 metres;
 - (c) Special needs access ramps, elevators, fire escapes, or similar;
 - (d) Steps to a maximum of width of 2.0 metres which provide access to a residential dwelling excluding secondary suites and excluding *walls* or landscape structures that are in the opinion of the *City* considered to be features not directly benefitting the access; and
 - (e) Self-supporting steps over a *utility right-of-way* which provide access to a building.
- 2.2 *Fences*:
 - (a) Encroaching not more than 0.34 metres where the *fence* creates an enclosure;
 - (b) Encroaching to the back of the sidewalk or 1.0 metres from the back of the curb or 1.5m from the lip-of-gutter (if there is no sidewalk)



- where the *fence* is a linear projection of a *fence* on the *owner's* property EXCEPT where adjacent to a *street*; and
- (c) Developer fences required under development agreements.
- 2.3 Portable sheds:
- (a) Under 10.0 square metres (107.6 square feet).
- 2.4 *Walls*:
- (a) Not more than 0.24 metres in height and where not located adjacent to above ground *utility provider* surface facilities.
- 2.5 Non-permanent surface improvements including:
- (a) Moveable planters including any moveable border material (i.e. plastic, concrete, timber sections not more than 0.24 metres in height);
- (b) Surface levels rocks not more than 0.24 metres in height; and
- (c) Interlocking bricks.
- 2.6 Eaves, window wells and cantilevers:
- (a) Encroaching by less than or equal to 0.14 metres into a *utility right-of-way*.
- 2.7 Any *encroachment* constructed for valid municipal purposes by the *City* or its agents (i.e. bollards, sound barriers, *developer fences*, subdivision entrance *signs*, guard rails, or similar structures).
- 2.8 Unless otherwise specified in Schedule "A", non-permanent structures (no footings or foundations) that encroach by less than or equal to 0.15 metres into a *utility right-of-way* that is 2.4 metres or less in width.
- 2.9 Unless otherwise specified in Schedule "A", non-permanent structures (no footings or foundations) that encroach by less than or equal to 0.34 metres into a *utility right-of-way* that is 3.5 metres or greater in width.



Schedule "B"

1.0 Encroachments into a street or utility right-of-way (non-circulation process), encroachment agreement required:

- 1.1 Residential footings for buildings or structures encroaching not more than 0.34 metres into a *utility right-of-way*, wherein the building or structure is not encroaching, will be accepted;
- 1.2 Where the building or structure does not encroach, residential building eaves encroaching not more than 0.64 metres into a *utility right-of-way* above a height of 2.4 metres above grade will be authorized, except where adjacent to or located on lands with an overhead electrical line requiring minimum clearance; and
- 1.3 Where an *encroachment* is created by an *owner* granting land to the *City* for *street* (i.e. a Dedication Agreement where an existing *encroachment* is allowed to remain), the *City* shall without charge permit an *encroachment agreement* to be entered into with the *owner*, the removal period to be negotiated as part of the purchase or dedication.



Schedule "C"

Real Estate & Development Services Process

1.0 Applications

Applications for *encroachment agreements* will be made to Real Estate & Development Service. If within:

- (a) the guidelines set out in Schedule "A", the *owner* will be issued an *encroachment consent letter* and pay the applicable Schedule "A" *encroachment fee*.
- (b) the guidelines set out in Schedule "B", the *owner* will be asked to provide:
 - (1) a completed [Application Form](#);
 - (2) an original copy of a Real Property Report with Certificate of Compliance or Development Permit Stamp detailing the property and the extent of the *encroachment*;
 - (3) a current copy of the *certificate of title* to the *owner's* property;
 - (4) photographs of the *encroachment* sent via email to Encroachments@calgary.ca; and
 - (5) payment of application and *encroachment* fees by cheque, money order, bank draft or [online payment](#).

Upon receipt of items 1 through 5 an agreement will be issued for execution by the *owner*.

If NOT within the guidelines set out in Schedules "A" or "B", and not identified within these Guidelines as not permitted, a circulation will be done to determine the acceptability of the *encroachment* (the *owner* will be required to provide items 1 through 5 as above). If acceptable the appropriate agreement will be issued. If unacceptable the *owner* will be required to remove the *encroachment*.

Schedule "D" – Application and Encroachment Fee Schedule



APPLICATION AND ENCROACHMENT FEE SCHEDULE

Effective: March 16, 2020

**Total fees are calculated as the application fee plus the encroachment fee plus GST and any municipal property taxes or the license fee plus GST plus any applicable municipal property taxes.*

MRER2020-20
ATTACHMENT 4

Encroachment Type	Agreement Type	Single-Family Residential Properties		Multi-Family Residential, Commercial, Industrial and Retail Properties	
		Application Fee*	Encroachment Fee*	Application Fee*	Encroachment Fee*
Into Streets (i.e. lanes and boulevards):					
Schedule A – no circulation required (Sections 1.1 and 1.8 are exempt from all fees and Encroachment Consent Letter)	Encroachment Consent Letter	\$50	None	\$100	None
Schedule B – no circulation required	Encroachment Agreement	\$50	\$150	\$100	\$300
Schedule C – approved circulation required Between 0.34m and 1.0m	Encroachment Agreement	\$200	\$300	\$300	\$700
Schedule C – approved circulation required Between 1.0m and 2.0m	Encroachment Agreement	\$200	\$500	\$300	\$1,200
Schedule C – approved circulation required Between 2.0m and 3.0m	Encroachment Agreement	\$200	\$700	\$300	\$1,700
Approved circulation and license required – Greater than 3.0m	License of Occupation	\$1,500 one-time license fee or fair market value as determined by Real Estate & Development Services.		Fair market value as determined by Real Estate & Development Services.	
Into Utility Rights-of-Way (URWs):					
Schedule A – no circulation required (Sections 2.1 and 2.7 are exempt from all fees and Encroachment Consent Letter)	Encroachment Consent Letter	\$50	None	\$100	None
Schedule B – no circulation required	Encroachment Agreement	\$50	\$150	\$100	\$300
Schedule C – approved circulation required	Encroachment Agreement	\$200	\$300	\$300	\$700
Withdrawal & Discharge of URW request – approved circulation required	Withdrawal & Discharge of URW	\$200	N/A	\$300	N/A
Into City-owned land – non-park land:					
No circulation required – Less than 0.34m	Encroachment Consent Letter	\$50	None	\$100	None
Approved circulation required – Between 0.34m and 1.0m	Encroachment Agreement	\$200	\$300	\$300	\$700
Approved circulation required – Between 1.0m and 2.0m	Encroachment Agreement	\$200	\$500	\$300	\$1,200
Approved circulation required – Between 2.0m and 3.0m	Encroachment Agreement	\$200	\$700	\$300	\$1,700
Approved circulation and license required – Greater than 3.0m	License of Occupation	\$1,500 one-time license fee or fair market value as determined by Real Estate & Development Services.		Fair market value as determined by Real Estate & Development Services.	
Into Overland Drainage Easements (ODRWs):					
Approved circulation required	Encroachment Consent Letter	\$50	None	\$100	None
Into Easements (excluding URWs and ODRWs):					
No circulation required – Less than 0.34m	Encroachment Consent Letter	\$50	None	\$100	None
Approved circulation required – Greater than 0.34m	Encroachment Agreement	\$200	\$300	\$300	\$700

UCS2020-XXXX Proposed Encroachment Bylaw – Att 4
ISC: Unrestricted