



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

ENCROACHMENT GUIDELINES
Version 2.0

Prepared by: Coordinator, Land Administration, Land & Asset Management
Approved by: Manager, Land & Asset Management on January 1, 2023 (Version 2.0)



Table of Contents

- 1.0 Title 4
- 2.0 Scope 4
- 3.0 Purpose 4
- 4.0 Responsibilities 5
 - 4.1 Council: 5
 - 4.2 Real Estate & Development Services: 5
 - 4.3 City business units: 5
 - 4.4 Utility providers: 5
 - 4.5 Officers: 5
- 5.0 Encroachment Tolerances 6
 - 5.1 No Encroachment Agreement or Consent Letter required (VOID stamp): 6
 - (a) *Encroachments* into a *street*: 6
 - (b) *Encroachments* into a *utility right-of-way*: 7
 - 5.2 Encroachment Consent Letter required (Schedule A): 7
 - (a) *Encroachments* into a *street*: 7
 - (b) *Encroachments* into a *utility right-of-way*: 8
 - 5.3 Encroachment Agreement required (Schedule B): 9
 - (a) *Encroachments* into a *street* or a *utility right-of-way* (non-circulation process): 9
 - 5.4 Encroachments are subject to approval by circulation – if approved by circulation, Encroachment Agreement required (Schedule C): 11
- 6.0 Encroachment Rules 11
 - 6.1 Encroachments into City-owned land – Parks 11
 - (b) Reserve land: 11
 - (c) Non-Reserve Park land: 12
 - 6.2 Encroachments into City-owned land – Non-park land 12
 - 6.3 Encroachments into City streets 12
 - 6.4 Encroachments into City utility rights-of-way 13
 - 6.5 Encroachments into overland drainage easements 14
 - 6.6 Encroachments into City easements (excluding City utility rights-of-way and City overland drainage easements) 14
 - 6.7 Other encroachments 14
 - (a) Awnings and canopies: 14

- (b) Carports: 14
- (c) Driveways, driveway widenings and additional driveways or parking pads: 15
- (d) Emergency Accesses: 15
- (e) Parking areas: 15
- (f) Public Trees: 16
- (g) Public Utility Lots (PULs): 16
- (h) Restrictive covenants: 16
- (i) Shrubs, hedges, bushes or similar: 16
- (j) Signs: 17
- 6.8 General rules 17
- 7.0 Encroachment Processes and Procedures 19
- 7.1 Encroachment Application Procedure (for existing encroachments) 19
- 7.2 Proposed Encroachment Process (for encroachments that do not exist yet) 21
- 7.3 Landscape License Process (for an existing encroachment(s) that exceeds the allowable tolerance and is therefore not eligible for an encroachment agreement) 21
- 7.4 Application and Encroachment Agreement Fees: 21
- 7.5 Enforcement 23
- 7.6 Complaints 24
- (a) Investigation 24
- (b) Verification 25
- (c) Written Notice 25
- (d) Referral to Bylaw Enforcement 25
- 8.0 Definitions 25
- 9.0 Attachment 1 – Encroachment Fee Schedule 32

1.0 Title

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

2.0 Scope

- 2.1 The 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 The Guidelines and Encroachment Bylaw 9M2020 will assist the public and enable the *City* to effectively manage *encroachments*. They are intended to provide a consistent approach in processing applications, enforcing Encroachment Bylaw 9M2020 and protecting and indemnifying the *City* wherever *encroachments* have been identified.

4.0 Responsibilities

4.1 Council:

- (a) Receive, review, and consider for amendment, Encroachment Bylaw 9M2020 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 Encroachment Bylaw 9M2020.
- (b) Process *encroachment agreement* applications through consultation with affected *City business units* and *utility providers* in accordance with the Guidelines and Encroachment Bylaw 9M2020;
- (c) Process *encroachment agreement* applications in a timely manner; and
- (d) Establish, maintain, periodically review and approve the 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 Tolerances

5.1 No Encroachment Agreement or Consent Letter required (VOID stamp):

(a) *Encroachments into a street:*

- i *Surface improvements* or structures, as described in more detail below, which provide access to a residential dwelling, including attached and detached garages, including:
 - *Driveways* of any material (includes *driveway aprons*) adjacent to a residential road (not including lanes);
 - Sidewalks to a maximum width of 2.0 metres;
 - Special needs or emergency access ramps, elevators, fire escapes, or similar; or
 - Steps to a maximum width of 2.0 metres excluding *walls* or landscape features that, in the opinion of the *City*, are features not directly benefitting the access.
- ii *Driveways* (includes *driveways aprons*) which access lanes:
 - Which are constructed of gravel, shale or similar material;
 - Which are constructed of asphalt, concrete, interlocking brick or similar material and which encroach not more than 0.14 metres into a gravel lane; or
 - Which are hard surfaced, and which encroach into a hard surfaced (asphalt or concrete) lane.
- iii *Developer fences* or *developer walls* required under development agreements.
- iv Any *encroachment* constructed for valid municipal purposes by the *City* or its agents (i.e. bollards, sound barriers, *fences*, subdivision entrance *signs*, guard rails, *walls* or similar structures).

(b) **Encroachments into a utility right-of-way:**

- i *Surface improvements* or structures, as described in more detail below, which provide access to a residential dwelling, including attached and detached garages, including:
 - *Driveways* of any material (includes *driveway aprons*) which cross over any *utility right-of-way* and do not run parallel to it;
 - Sidewalks to a maximum width of 2.0 metres;
 - Special needs or emergency access ramps, elevators, fire escapes, or similar;
 - Steps to a maximum width of 2.0 metres excluding *walls* or landscape structures that, in the opinion of the *City*, are features not directly benefitting the access; or
 - Self-supporting steps over a *utility right-of-way* which provide access to a building.
- ii *Developer fences* or developer *walls* required under development agreements.
- iii Any *encroachment* constructed for valid municipal purposes by the *City* or its agents (i.e. bollards, sound barriers, *fences*, subdivision entrance *signs*, guard rails, *walls* or similar structures).

5.2 **Encroachment Consent Letter required (Schedule A):**

(a) **Encroachments into a street:**

- i *Driveways* (includes *driveway aprons*) which access lanes which are constructed of asphalt, concrete, interlocking brick or similar material and which encroach between 0.14 metres and not more than 0.34 metres into a gravel lane.
- ii *Fences*:
 - Encroaching not more than 0.34 metres where the *fence* creates an enclosure; or
 - Encroaching to the back of the sidewalk or to 1.0 metres from the back of the curb or 1.5 metres 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* or *park*.

- iii Portable sheds under 10.0 square metres (107.6 square feet) and encroaching by not more than 0.34 metres including any eaves.
- iv *Walls* not more than 0.24 metres in height, encroaching not more than 0.34 metres and where not located adjacent to above ground *utility provider* surface facilities.
- v Non-permanent improvements including:
 - Moveable planters, or similar, including any movable border material (i.e., plastic, concrete, timber sections under 0.24 metres in height);
 - Moveable surface level rocks not more than 0.24 metres in height; or
 - Interlocking brick, asphalt, gravel or similar material.
- vi Eaves, window wells, cantilevers or air conditioning units encroaching by not more than 0.14 metres into a *street*.
- vii Unless otherwise specified in Sections 5.1, 5.2, and 5.3, non-permanent structures (no footings or foundations) that encroach not more than 0.34 metres into a *street*.

(b) ***Encroachments into a utility right-of-way:***

- i *Fences:*
 - Encroaching not more than 0.34 metres where the *fence* creates an enclosure;
 - Encroaching to the back of the sidewalk or 1.0 metres from the back of the curb or 1.5 metres 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* or *park*; or
 - *Fences* running through a *utility right-of-way* bisected by a property line.



- ii Portable sheds under 10.0 square metres (107.6 square feet).
- iii *Walls* not more than 0.24 metres in height, encroaching not more than 0.34 metres and where not located adjacent to above ground *utility provider* surface facilities.
- iv Non-permanent improvements including:
 - Moveable planters, or similar, including any moveable border material (i.e., plastic, concrete, timber sections not more than 0.24 metres in height);
 - Moveable surface level rocks not more than 0.24 metres in height; or
 - Interlocking brick, asphalt, gravel or similar material.
- v Eaves, window wells, cantilevers or air conditioning units encroaching by not more than 0.14 metres into a *utility right-of-way*.
- vi Unless otherwise specified in Sections 5.1, 5.2 or 5.3, non-permanent structures (no footings or foundation) that encroach by not more than 0.15 metres into a *utility right-of-way* that is 2.4 metres or less in width OR non-permanent structures (no footings or foundation) that encroach by not more than 0.34 metres into a *utility right-of-way* that is greater than 2.4 metres in width.

5.3 Encroachment Agreement required (Schedule B):

- (a) ***Encroachments into a street or a utility right-of-way (non-circulation process):***
 - i 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.
 - ii 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.



- iii 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.
- iv *Additional driveways or parking pads* of any material (includes *driveway aprons*) adjacent to a residential road (not including lanes) which cross over any *utility right-of-way* and do not run parallel to it.
- v Sidewalks or steps:
 - Of any width, excluding *walls* or landscape features that, in the opinion of the *City*, are features not directly benefitting the access, which provide access to a residential property, not including those providing access to a residential dwelling or to an attached or detached garage; or
 - Greater than 2.0 metres in width, excluding *walls* or landscape features that, in the opinion of the *City*, are features not directly benefitting the access, which provide access to a residential dwelling, including attached and detached garages.
- vi *Surface improvements* or structures, as described in more detail below, which provide access to a commercial property, multi-family property or other similar property type, and which are part of a *Planning & Development Services* approval, including:
 - Access driveways (including curbs) that provide vehicular access;
 - Sidewalks to a maximum width of 2.0 metres, unless otherwise approved by *Planning & Development Services*, that provide pedestrian access;
 - Special needs or emergency access ramps, elevators, fire escapes, or similar; and
 - Steps to a maximum width of 2.0 metres, unless otherwise approved by *Planning & Development Services*, excluding



walls or landscape structures that, in the opinion of the City, are features not directly benefitting the access; or

- Self-supporting steps over a *utility right-of-way* which provide access to a building.

- vii *Walls* not more than 0.24 metres in height, encroaching more than 0.34 metres and where not located adjacent to above ground *utility provider* surface facilities.

5.4 Encroachments are subject to approval by circulation – if approved by circulation, Encroachment Agreement required (Schedule C):

- (a) All existing *encroachments* not listed in Sections 5.1, 5.2 and 5.3 require a full circulation to *City business units* and/or *utility providers* to determine the acceptability of the *encroachment*. If approved by circulation, an *encroachment agreement* will be required (Schedule C).
- (b) In accordance with Section 6.8(g) of the Guidelines, an existing *encroachment(s)* extending onto *City-owned land* (non-park land) or a *street* by greater than 3.0 metres is not eligible for an *encroachment agreement* but may still be eligible for a landscape license agreement in accordance with the process set-out in Section 7.3 of the Guidelines.

6.0 Encroachment Rules

6.1 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 Leasing section in *Real Estate & Development Services* for negotiation and approval of the proposed license.

6.2 **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 between 0.34 metres and not more than 3.0 metres will be reviewed by all affected *City business units* and *utility providers*. If deemed acceptable, an *encroachment agreement* will be issued.

6.3 **Encroachments into City streets**

- (a) *Encroachments* identified in Section 5.1 into a *street* will be reviewed by *Real Estate & Development Services*. If deemed acceptable, the *encroachment* advisory stamp will be voided, and the *Real Property Report* will be returned to the customer.
- (b) *Encroachments* identified in Section 5.2 into a *street* will be reviewed by *Real Estate & Development Services*. If deemed acceptable, an *encroachment consent letter* will be issued.



- (c) *Encroachments* identified in Section 5.3 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 in Sections 5.1, 5.2 or 5.3 and that are encroaching by not more than 3.0 metres 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* in accordance with Section 7.1(d). If deemed acceptable, an *encroachment agreement* will be issued.

6.4 **Encroachments into City utility rights-of-way**

- (a) *Encroachments* identified in Section 5.1 into a *utility right-of-way* will be reviewed by *Real Estate & Development Services*. If deemed acceptable, the *encroachment* advisory stamp will be voided and the *Real Property Report* will be returned to the customer.
- (b) *Encroachments* identified in Section 5.2 into a *utility right-of-way* will be reviewed by *Real Estate & Development Services*. If deemed acceptable, an *encroachment consent letter* will be issued.
- (c) *Encroachments* identified in Section 5.3 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 in Sections 5.1, 5.2 or 5.3 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* in accordance with Section 7.1 (d). 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. There is no fee for this service.
- (f) *Encroachments* must not be *placed* within 3 metres of a utility box, transformer or similar structure's access door, hatch or panel.

6.5 Encroachments into 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.

6.6 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.

6.7 Other encroachments

- (a) **Awnings and canopies:**
 - i *Awnings and canopies* onto a *City property or interest* may require a lease or license of occupation agreement from the Leasing section in *Real Estate & Development Services* and/or a planning permit from *Planning & Development Services*.
- (b) **Carports:**
 - i Carports that have a foundation and/or that create a ground disturbance and/or that are attached to a residential dwelling will be dealt with the same as attached or detached garages.
 - ii Carports that are a portable structure, that do not create a ground disturbance and that are not attached to a residential dwelling, with or without concrete or asphalt pad, will be dealt with the same as *additional driveways or parking pads*.

(c) **Driveways, driveway widenings and additional driveways or parking pads:**

- i The *encroachment* review completed by *Real Estate & Development Services* does not include the following:
- a review of *driveway* width; and/or
 - a review to confirm that all required *Planning & Development Services* approvals have been obtained by the *owner* for any *driveway*, *driveway* widening, or any *additional driveway or parking pad* located on the property.
- ii In accordance with Section 6.8(k) of the Guidelines, an authorized *encroachment* does not release an *owner* from the responsibility to comply with other municipal, provincial or federal requirements or bylaws. It is the *owner's* responsibility to obtain all necessary *Planning & Development Services* approvals required for *driveways*, *driveway* widenings, and *additional driveways and parking pads* located on the property, failing which any *encroachment* approvals granted may be terminated and an *encroachment* removal notice or order may be issued to the *owner*.

(d) **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*.

(e) **Parking areas:**

- i Any *encroachments* onto *City-owned land* (non-park land) or a *street* that are utilized as a parking area for motor vehicles will be dealt with as follows:
- Single-family residential parking will be dealt with the same as *driveways* or *additional driveways or parking pads*, whichever applies.
 - Multi-family residential parking, commercial parking or similar will be referred to the Leasing section in *Real*

Estate & Development Services for a lease or a license of occupation agreement.

(f) **Public Trees:**

- i A public tree is as defined in Tree Protection Bylaw 23M2002. Please refer to the *City's* [Tree Protection Bylaw 23M2002](#) and the [Tree Protection Plan Guide](#) for more information.

(g) **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*.

(h) **Restrictive covenants:**

- i *Encroachments* onto *restrictive covenants* are not considered *encroachments* as per Section 4(1) of Encroachment Bylaw 9M2020. *Real Estate & Development Services* may direct matters relating to *encroachments* onto *restrictive covenants* to the *City business unit* who imposed the *restrictive covenant*.

(i) **Shrubs, hedges, bushes or similar:**

- i Shrubs, hedges, bushes or similar, extending onto a *City property or interest*, are not typically shown on the *Real Property Report* and may not be referenced in an *encroachment agreement*. Notwithstanding the above, the *City* retains the right to request their removal in consultation with *City business units* and/or *utility providers*, if it is determined that they contravene Encroachment Bylaw 9M2020.
- ii Shrubs, hedges, bushes or similar, extending onto *City-owned land* (non-park land) or a *street* may require a lease or license of occupation agreement from the Leasing section in *Real Estate & Development Services*.



(j) **Signs:**

- i *Signs* onto a *City property or interest* are not considered *encroachments* as per Section 4(1) of Encroachment Bylaw 9M2020. *Signs* may require a lease or license of occupation agreement from the Leasing section in *Real Estate & Development Services* and/or a planning permit from *Planning & Development Services*.

6.8 **General rules**

- (a) An *encroachment* shall not adversely affect the *City's* or *utility provider's* ability to access and maintain its infrastructure or the *City's* or *utility provider's* ability to 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 the *owner's* 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) An existing *encroachment* extending onto *City-owned land* (non-park land) or a *street* by greater than 3.0 metres is not eligible for an *encroachment agreement* but may still be eligible for a landscape license agreement in accordance with the process set-out in Section 7.3 of the Guidelines.
- (h) 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*, at the *owner's* sole cost and expense, from the *City property or interest*.

- (i) 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, not including a landscape license agreement, which will not be registered by caveat on the *certificate of title* to the *owner's* land.
- (j) *Utility provider* utility infrastructure located within a *City property or interest* that is authorized by the *City* will not be considered an *encroachment*.
- (k) An authorized *encroachment* does not release an *owner* from the responsibility to comply with other municipal, provincial or federal requirements or 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*. The *City* shall not be responsible for any expenses, costs, liabilities or other risk associated with both authorized and unauthorized *encroachments*.
- (n) Where an *encroachment* is identified or is being proposed, an *owner* may make an application to the *City* by following the applicable application procedure identified in Section 7.0 of the Guidelines 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) An *encroachment agreement* does not permit an *owner* to add additional *encroachments* to the property. Only *encroachments* authorized at the time of the execution of the *encroachment agreement* are permitted, subject to all the terms of the *encroachment agreement*.
- (r) All *encroachment* removals require the *owner* to submit an updated *Real Property Report* with certificate of compliance stamp from *Planning & Development Services* to the *City* evidencing removal of *encroachment(s)*.
- (s) Where the term 'or similar' is used within the Guidelines, the *City* will make the sole determination if a material or other variable is considered 'similar'.
- (t) The Guidelines may be revised from time to time by the *Manager, Land & Asset Management* pursuant to Encroachment Bylaw 9M2020.
- (u) Words have their meanings defined in Section 8 of the Guidelines.

7.0 Encroachment Processes and Procedures

7.1 Encroachment Application Procedure (for existing encroachments)

Applications for *encroachment agreements* for existing *encroachments* will be made to *Real Estate & Development Services*. Application requirements for each category of *encroachment* tolerance are outlined below.

- (a) Section 5.1, No Encroachment Agreement or Consent Letter required (VOID stamp). If deemed acceptable, the *encroachment* advisory stamp will be voided and the *Real Property Report* will be returned to the customer. There is no fee for this service.



- (b) Section 5.2, Encroachment Consent Letter required (Schedule A). If deemed acceptable, an *encroachment consent letter* will be issued to the *owner* subject to payment of the applicable Schedule A *encroachment* fee.
- (c) Section 5.3, Encroachment Agreement required (Schedule B). If deemed acceptable, an *encroachment agreement* will be issued subject to the *owner* making an application and providing the following:
1. a completed [Application Form](#);
 2. a copy of a *Real Property Report* with certificate of compliance or development permit stamp from *Planning & Development Services* 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 the applicable Schedule B application and *encroachment* fees by [online payment](#), cheque, money order, or bank draft, made payable to The City of Calgary.

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

- (d) Section 5.4, Encroachments are subject to approval by circulation – If approved by circulation, Encroachment Agreement required (Schedule C).

All existing *encroachments* not listed in Sections 5.1, 5.2 and 5.3 require a full circulation to *City business units* and/or *utility providers* to determine the acceptability of the encroachment. To initiate the circulation, the *owner* will be asked to provide the following:

1. a completed [Application Form](#);
2. a copy of a *Real Property Report* with certificate of compliance or development permit stamp from *Planning & Development Services* 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 the applicable Schedule C application and *encroachment* fees by [online payment](#), cheque, money order, or bank draft, made payable to The City of Calgary.

Once the circulation is complete, if it is determined that the *encroachments* are acceptable, an *encroachment agreement* will be issued. If unacceptable the *owner* will be required to remove the *encroachment(s)*.

7.2 **Proposed Encroachment Process (for encroachments that do not exist yet)**

A proposed *encroachment* is an *encroachment* that does not exist yet. Approval of a proposed *encroachment(s)* onto a *City property or interest* (non-park land) will be limited to situations where the *encroachment* is considered minor, and/or where it is determined that an *owner* has a site-specific challenge for which they are unable to build on or within their property line.

The proposed encroachment process is posted on the *City's* Encroachments website located here: [Encroachments](#). Please refer to the *City's* website for the most up to date information.

7.3 **Landscape License Process (for an existing encroachment(s) that exceeds the allowable tolerance and is therefore not eligible for an encroachment agreement)**

An existing *encroachment(s)* extending onto *City-owned land* (non-park land) or a *street* by greater than 3.0 metres is not eligible for an *encroachment agreement*. In these situations, the existing *encroachment(s)* may still be eligible for a landscape license.

The landscape license process is posted on the *City's* Encroachments website located here: [Encroachments](#). Please refer to our website for the most up to date information.

7.4 **Application and Encroachment Agreement Fees:**

- (a) Effective as of the date of approval of the Encroachment Guidelines, the Application and Encroachment Fee Schedule (the "Fee Schedule") is as set out in Attachment 1.



- (b) At all times, an up-to-date Fee Schedule will be posted on the *City's* website at www.calgary.ca/encroachments.
- (c) Total fees are calculated as the application fee plus the *encroachment* fee plus GST plus any applicable municipal property taxes or the license fee plus GST plus any applicable municipal property taxes.
- (d) Schedule C *encroachment agreement* applications for single-family property *encroachments* extending not more than 3.0 metres into *City-owned land* (non-park land), *streets* or *easements*, that existed prior to July 1, 1996 are only subject to payment of the grandfathered *encroachment* fee of \$500 plus GST plus any applicable municipal property taxes.
- (e) *Encroachments* identified in Section 5.1, No Encroachment Agreement or Consent Letter required (VOID stamp) of the Guidelines are not subject to application and *encroachment* fees.
- (f) 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*.
- (g) *Encroachments* over 3.0 metres into *City-owned land* (non-park land) and/or *streets* require consultation with (circulation to) *City business units* and/or *utility providers* for approval and will be handed off to the Leasing section in *Real Estate & Development Services* for negotiation and approval of a license of occupation agreement. Fees for *encroachments* into *City-owned land* (non-park land) and/or *streets* by over 3.0 metres will be at the then rate for landscape licenses or a per square foot fair market value as established by *Real Estate & Development Services*.
- (h) 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* with certificate of compliance stamp from *Planning & Development Services*, and the *owner* will be refunded the *encroachment* fee. The application fee is non-refundable.
- (i) Payment of fees, including municipal property taxes, arising from the use of a *City property or interest* in accordance with an *encroachment*



agreement or an *encroachment consent letter* shall be the responsibility of the *owner*.

- (j) 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*.
- (k) Any costs of *utility provider* utility infrastructure relocation or reconstruction required to facilitate an *encroachment* shall be the responsibility of the *owner*.
- (l) The Fee Schedule may be revised from time to time by the *Manager, Land & Asset Management* pursuant to Encroachment Bylaw 9M2020.

7.5 Enforcement

- (a) All *encroachments* are enforced by Encroachment Bylaw 9M2020.
- (b) In addition to Encroachment Bylaw 9M2020, additional enforcement is identified within:
 - i The Street Bylaw 20M88, for *encroachments* into *streets*; and
 - ii The Drainage Bylaw 37M2005, for *encroachments* into *overland drainage easements*.
- (c) 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.
- (d) 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* and is responsible for all costs relating to same.
- (e) 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.
- (f) If the *owner* does not apply for an *encroachment agreement*, the *owner* must remove the *encroachment* and is responsible for all costs relating to same.

(g) **Encroachment Removal Notice Process:**

i **Written Notice**

- 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* with certificate of compliance stamp from *Planning & Development Services* evidencing removal of the *encroachment(s)*.

ii **Referral to Bylaw Enforcement**

- 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.

7.6 **Complaints**

The *City* will respond to all *encroachment* complaints and will apply Encroachment Bylaw 9M2020 and the Guidelines when *encroachments* are identified through the normal management of *City property or interests*. *Encroachments* identified by public complaints or by *City* personnel will be referred to *Real Estate & Development Services*.

(a) **Investigation**

- i A background investigation will be undertaken by *Real Estate & Development Services* to determine if the *encroachment* has been previously authorized.
- ii 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.
- iii *Real Estate & Development Services* undertake a review of the *encroachment* which may include a site inspection by a bylaw

enforcement *officer* and consultation with *City business units* and *utility providers* to determine if the *encroachment* should be authorized or removed.

(b) **Verification**

- i 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*.

(c) **Written Notice**

- i 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 onto a *City property or interest* are required to submit a *Real Property Report* with certificate of compliance stamp from *Planning & Development Services*.

(d) **Referral to Bylaw Enforcement**

- i 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.

8.0 Definitions

- 8.1 “*additional driveway or parking pad*” means a short private access road leading from a *City street* to a residential property, but not leading to a private attached or detached garage;
- 8.2 “*Calgary Parks*” means the *City’s* Calgary Parks business unit;



- 8.3 “*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;
- 8.4 “*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;
- 8.5 “*City business unit*” means a *City* department;
- 8.6 “*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*;
- 8.7 “*City property or interest*” means any of *City-owned land*, *street*, or *easement* and anything included in the definition of one of those terms;
- 8.8 “*Council*” means the municipal Council of the *City*;
- 8.9 “*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;
- 8.10 “*Director, Calgary Parks*” has the same meaning as in the Parks and Pathways Bylaw 11M2019;
- 8.11 “*driveway*” means a short private access road leading from a *City street* to a private attached or detached garage;
- 8.12 “*driveway apron*” means the section of the *driveway* that connects to the *street*;
- 8.13 “*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;
- 8.14 “*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*;

- 8.15 "*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*;
- 8.16 "*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;
- 8.17 "*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*;

- 8.18 “*Manager, Land & Asset Management*” means the *City* employee appointed to the position of Manager, Land & Asset Management or that *person’s* designate;
- 8.19 “*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;
- 8.20 “*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;
- 8.21 “*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;
- 8.22 “*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;
- 8.23 “*person*” means an individual or a business entity including a firm, partnership, association, corporation or society;
- 8.24 “*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;
- 8.25 “*Planning & Development Services*” means the *City’s* Planning & Development Services department or its equivalent;
- 8.26 “*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*;
- 8.27 “*restrictive covenant*” means an agreement that restricts the use or occupancy of a property;
- 8.28 “*Real Estate & Development Services*” means the *City’s* Real Estate & Development Services business unit or its equivalent;
- 8.29 “*Real Property Report*” means a legal document prepared by a registered Alberta Land Surveyor, that clearly illustrates the location of visible improvements relative to property boundaries;
- 8.30 “*sign*” means an inscribed board, bill, placard, poster, banner, flag or device which is intended to promote anything or inform anyone;
- 8.31 “*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;

- 8.32 “*surface improvement*” means a ground surface covered or paved with concrete, asphalt, brick or similar material;
- 8.33 “*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*;
- 8.34 “*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;

- 8.35 “*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;
- 8.36 “*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.
- 8.37 “*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*.

9.0 Attachment 1 – Encroachment Fee Schedule

APPLICATION AND ENCROACHMENT FEE SCHEDULE

Effective: January 1, 2023

*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.

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):					
No Encroachment Agreement or Consent Letter required	N/A – Void stamp	None	None	None	None
Schedule A – no circulation required	Encroachment Consent Letter	\$50	None	\$100	None
Schedule B – no circulation required	Encroachment Agreement	\$50	\$150	\$100	\$300
Schedule C – approved circulation required Encroachments between 0.34m and not more than 1.0m	Encroachment Agreement	\$200	\$300	\$300	\$700
Schedule C – approved circulation required Encroachments between 1.0m and not more than 2.0m	Encroachment Agreement	\$200	\$500	\$300	\$1,200
Schedule C – approved circulation required Encroachments between 2.0m and not more than 3.0m	Encroachment Agreement	\$200	\$700	\$300	\$1,700
Approved circulation and corporate approval required Existing encroachments greater than 3.0m	Landscape License	\$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):					
No Encroachment Agreement or Consent Letter required	N/A – Void stamp	None	None	None	None
Schedule A – no circulation required	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
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 corporate approval required Existing encroachments greater than 3.0m	Landscape License	\$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

ISC: Unrestricted