



Policy Title Encroachment Policy	Date: April 25, 2024	Resolution No. BCC-24- 051
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Purpose:

The Summer Village of Birchcliff has the responsibility to manage encroachments on Municipal land within the boundaries of the municipality. The Summer Village of Birchcliff asserts its right of ownership to all lands owned, leased, and managed by the municipality.

Statement:

It is the policy of the Summer Village to not allow encroachments.

Definitions:

“building(s)” includes anything constructed or placed on, in, over or under land but does not include a highway or road or a bridge forming part of a highway or road.

“development” means:

- a. An excavation or stockpile and the creation of either of them; or
- b. A **building** or an addition to, or replacement or repair of a **building** and the construction or placing in, on, over or under land of any of them; or
- c. A change of use of land or a **building** or an act done in relation to land or a **building** that results in or is likely to result in a change in the use of the land or **building**; or
- d. A change in the intensity of use of land or a **building** or an act done in relation to land or a **building** that results in or is likely to result in a change in the intensity of use of the land or **building**.

“encroachment(s)” means a **building, development**, or any other object that illegally extends onto an adjacent property or is located entirely on municipal property.

General:

1. The Summer Village can require the removal of all **encroachments** from lands owned, leased or managed by the municipality. The owners of the **encroachment** shall be required to remove the **encroachment** and restore the site to its original / natural state to the satisfaction of the municipality.
2. Stairs, retaining walls, and other types of development encroaching onto Municipal property may be permitted by the Council provided the owner of the encroachment:
 - a. Enters into an Agreement with the municipality outlining the terms by which both parties shall manage the encroachment.
 - b. Agrees that the existence of the encroachment in no way affects the Municipality's ownership of or authority over the lands.
 - c. Agrees to remove the encroachment at the encroaching party's expense at any time such removal is required by the municipality.
 - d. Agrees that upon the removal of the encroachment, the site will be restored to a condition acceptable to the municipality.
 - e. Provides, at the request of the municipality, a survey plan illustrating the extent of the encroachment prepared by a land surveyor registered to practice in the province of Alberta to the satisfaction of the municipality prior to the execution of the agreement.
 - f. Pays all costs incurred by the municipality to facilitate the execution of the agreement.
 - g. Pays the annual encroachment fee of \$250.00 at time of agreement and reassessed every five years.
 - h. For stairs, provide an inspection report from Superior Safety Codes to ensure stairs are safe and up to code, every five years.
3. The Summer Village does not permit any type of encroachment on environmental reserve land unless specifically for the purposes and within the restrictions outlined in Birchcliff's Use of Reserves, Parks, and Pathways Bylaw.