Policy Title	Date:	Resolution No.
Encroachment Policy	**October 2, 2026**	**NGC-26-108**

PURPOSE

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

POLICY STATEMENT:

It is the policy of the Summer Village to work proactively with property owners to remove and manage encroachments on all lands managed by the municipality. New encroachments on municipal land are discouraged.

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 and 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; and without restricting the generality of the foregoing, includes:
(e) in the case of a lot used for residential purposes, alterations made to a building or an additional building on the lot whether or not the building is a dwelling or part of a dwelling unit;
(f) in the case of a lot used for other than residential purposes, alterations or additions made to a building on the lot or a use of the lot which would increase either the capacity of the building or the intensity of use of the lot;

(g) the display of advertisements or signs on the exterior of a building or on any land;
(h) the deposit of earth, debris, waste materials, refuse, or any other material on any land, including land already being used for that purpose, or if the natural topography or drainage is altered;
(i) any increase in the number of households occupying and living in any building or on any site, and any construction or alterations or additions which would provide for an increase in the number of households which could occupy and live in any building or on any site, including any increase in the number of dwelling units in a building or on a site;
(j) the placing of refuse or waste material on any land;
(k) the recommencement of the use to which land or a building has been previously put if that use has been discontinued for a period of more than six months;
(l) the use of land for the storage or repair of motor vehicles or other machinery or equipment;
(m) the continued use of land or of a building for any purpose for which it is being used unlawfully when this Bylaw comes into effect;
(n) the demolition or removal of a building;
(o) the placement of an already constructed or a partially constructed building on a parcel of land;
(p) the use of land for the parking of trailers, bunk houses, portable dwellings, skid shacks, or any other type of portable building whatsoever, whether or not the same has been placed or affixed to the land in any way;
(q) the removal of topsoil from land;
(r) the use of land for storage purposes or for the repair of equipment, vehicles or other kinds of machinery;
(s) the installation of any type of sewage disposal system including but not limited to holding tanks; or
(t) the digging of a well or installation of a water cistern.

"encroachment(s)" means a ***building*** or ***development*** that illegally extends onto municipal land.

"Major encroachment(s)" an encroachment that is large in scale, difficult to move, such as but not limited to retaining walls over 1m in height, buildings, staircases, decks, and other similar minor structures that illegally extends onto municipal land.

"Minor encroachment(s)" Encroachments such as but not limited to retaining walls under 1m in height, fences, gates, ground level steps, and other similar minor nature, posing

little long-term physical impact on public space and which can be removed with relative ease if required.

GENERAL:

1. The Summer Village requires 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, and or
2. The Summer Village may permit ***encroachments*** onto property owned, leased or managed by the municipality if the ***encroachment*** is established and recognized in accordance with the provisions of this policy as of the date of the approval of the Policy.
3. Permitted ***encroachments*** identified by a letter of consent or a encroachment agreement from the Summer Village of Norglenwold shall have a fee review every 5th year.
4. Stairs, retaining walls, fire pits and other types of ***development*** encroaching onto Municipal property, excepting environmental reserves, 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 affect 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 Real Property Report 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. For stairs, provide an inspection report from Superior Safety Codes to ensure stairs are safe and up to code, every five years.
   h. Pays the annual ***encroachment*** fee as indicted below:

Minor	$250.00 yearly
Major	$1,000.00 yearly

This policy replaces the Encroachment Policy NGW-20-087.