



## CITY OF ST. ALBERT City Council Policy

NUMBER	TITLE
<b>C-P&amp;E-13</b>	<b>Encroachments onto Public Land and other City Interests</b>
ORIGINAL APPROVAL DATE	DATE LAST REVISED
June 21, 2021	June 21, 2021

### Purpose

To establish standards that will define Encroachments the City may allow and to clearly outline the City's enforcement approach to unauthorized Encroachments on Public Land or other City interests such as Utility Right-of-Way.

This policy provides a framework for the consistent and equitable enforcement of Encroachments, protecting the City's interests and limiting the City's exposure to liability due to unauthorized Encroachments on Public Land and/or Utility Right-of-Ways. This policy is to be used to minimize or eliminate the adverse impacts of encroachments on Public Land and/or Utility Right-of-Ways thereby enabling the City to maintain services to the general public in an effective and safe manner.

Departments across the organization are impacted by Encroachments and how they are enforced. This policy will apply only to Encroachments on land that the City holds an interest in and will not affect Encroachments between private landowners.

In the limited circumstances described by this policy, the City Engineer may authorize private Property Owners, through a City-Issued Conditional Letter of Consent, License of Occupation or Encroachment Agreement, to occupy and maintain portions of Public Land or Utility Right-of-Ways.

### Policy Statement

Public Land and Utility Right-of-Ways are intended for the benefit of all residents rather than for single individuals or groups of individuals. Utility Right-of-Ways are obtained by the City to access and maintain varying interests including, but not limited to, municipal Utilities or private Utilities.

The City recognizes that it has a responsibility to the citizens of St. Albert to maintain and provide services effectively, including maintaining public access to lands

intended for public use and enjoyment. The City recognizes that there can be discretionary circumstances that limit public access to specific public lands in favour of particular individuals or groups that may also have maintenance responsibilities. The City recognizes the importance of upholding these responsibilities by effectively managing encroachments onto Public Land and Utility Right-of-Ways.

## Definitions

“Act” means the *Municipal Government Act*, R.S.A., 2000, c.M-26 and amendments thereto;

“Adjacent” means sharing a common property line;

“Affected Area” means the area of Public Land or Utility Right-of-Way affected by an unauthorized Encroachment and/or unauthorized use;

“Chief Administrative Officer” or “CAO” means the individual appointed by Council to the position of Chief Administrative Officer under section 205 of the *Municipal Government Act* and pursuant to the Chief Administrative Officer Bylaw;

“City” means the municipal corporation of the City of St. Albert, or where the context so requires, the area contained within the boundaries of the City of St. Albert;

“City-Issued Conditional Letter of Consent” means the City’s standard form of letter, as amended from time to time in accordance with this Policy, for encroachments, the criteria for which are outlined in Schedule B;

“City Engineer” means the individual so designated by the Chief Administrative Officer, or that individual’s appointed designate;

“Council” means the municipal Council of the City of St. Albert;

“Encroachment” means anything placed, constructed or erected below, on or above the ground or attached to something placed, constructed or erected below, on or above the ground that extends on, over or under lands in which the City holds an interest or is subject to the direction, control and management of the City;

“Encroachment Agreement” means a written agreement (or an agreement amending an existing Encroachment Agreement, easement or right-of-way agreement) between the City and a Property Owner, registered at the Alberta Land Titles (North) Office, that authorizes an Encroachment and shall, among other things, include:

- a. the location and identification of the Encroachment;
- b. the Property Owner’s responsibilities to maintain the Encroachment;
- c. terms or conditions under which the Encroachment Agreement is terminated;
- d. the City’s right to have access to the land;
- e. indemnification of the City, its agent and licensees;

“License of Occupation” means a contractual agreement between the City and a contractor that allows the contractor to occupy specific lands for a specified term and license fee.

“Parkland” means any property owned, controlled or maintained by the City that is:

- a. preserved as a natural area;
- b. designated or districted as park under the City’s *Land Use Bylaw*; or
- c. designated as, municipal reserve (or any of the original designates under the *Planning Act*), school reserve, municipal and school reserve, conservation reserve or environmental reserve pursuant to the *Act*;

“Property Owner” means any person who is currently registered on title under the *Land Titles Act* as an owner of the fee simple estate in land;

“Public Land” means any property owned, controlled or maintained by the City that is:

- a. Parkland;
- b. Public Roadway;
- c. public utility lot (PUL) or walkway; or
- d. any undesignated lot;

“Public Roadway” means the right-of-way of the following:

- a. a local road;
- b. a service road;
- c. a street;
- d. an avenue;
- e. a lane; or
- f. an undeveloped registered road plan that is publicly used or intended for public use;

“Real Property Report” means a legal document, in the form of a plan or illustration and completed by an Alberta Land Surveyor, that clearly illustrates the location of significant visible improvements relative to property boundaries;

“Unauthorized Use of Parkland” means the exercise of control over Parkland by constructing, enclosing, erecting, placing or storing anything on Parkland for private and personal use; or by maintaining or altering such Parkland where not authorized or allowed by the City. Examples of unauthorized use include, but are not limited to:

- a. digging, mowing, clearing, cutting, excavating or filling;
- b. dumping of material or liquids, organic or otherwise;
- c. storing of items, materials;
- d. enclosing an area, or maintaining an enclosed area for the purpose of private and personal use;
- e. placing a structure on Parkland;
- f. landscaping;
- g. fertilizing;

- h. placing a sign for advertising or any other means;

“Utility” means any lines and systems whatsoever together with the appurtenances incidental thereto required for the laying down, replacing, repairing, maintaining, construction, inspection, operation and removal of gas pipelines, electrical distribution systems, sanitary and storm sewer lines, water distribution lines, drainage, drainage swales, ditches, culverts, telephone distribution systems, cable television systems, sidewalks, public walkways, berms, noise attenuation and any other utility lines and systems;

“Utility Right-of-Way” means a utility right-of-way pursuant to the *Land Titles Act*.

## **Responsibilities**

1. Chief Administrative Officer (CAO) shall:
  - a. ensure this Policy is followed;
  - b. notwithstanding any other section in this Policy, have the sole discretion to determine if an Encroachment is of such a minor nature that the City will issue a City-Issued Conditional Letter of Consent for the Encroachment rather than require the execution of an Encroachment Agreement or a notice of removal.
2. City Engineer shall:
  - a. be authorized to revise the standard form of letters referred to in this policy as may be required, from time to time;
  - b. receive, evaluate (in accordance with this policy) and respond to all applications for Encroachments onto Public Lands or Utility Right-of-Ways, or lands in which the City holds an interest or is subject to the direction, control and management of the City;
  - c. conduct thorough site inspections as required per the discretion of the City Engineer;
  - d. advise any applicant of the City’s process regarding the evaluation process for Encroachments and provide a listing of private utility companies for the applicant to contact;
  - e. where applicable, prepare and execute all necessary letters and/or standard Encroachment Agreements to allow the Encroachment;
  - f. require the removal of unauthorized Encroachments from Public Lands or Utility Right-of-Ways and direct the private property owner to restore the Affected Area back to its original state;
  - g. ensure that all authorized Encroachments are safe and minimally affect the public’s active or passive use and enjoyment of Public Lands or Utility Right-of-Ways;
  - h. ensure that all authorized Encroachments are not in conflict with existing or planned utility infrastructure and/or the ability to maintain that infrastructure;
  - i. maintain an inventory of all documentation related to Encroachments evaluated by the City;

- j. in certain cases, refer discovered Encroachments onto Parkland to other City departments for comment and to ensure the Encroachments were not authorized through any other City program or initiative, prior to commencing removal action.
- k. enforce Encroachment restrictions on a case-by-case basis, as resources allow;

Legal Services Department shall:

- a. be authorized to revise the standard form of agreements referred to in this policy as may be required, from time to time;
- b. consider and initiate legal action against Property Owners who do not comply with written orders issued by the City to rectify or remove any Encroachments determined to be unacceptable to the City;
- c. provide legal advice, as required, for any non-standard Encroachment applications that are not included in this policy or for Encroachments onto Parkland.

3. Municipal Enforcement shall:

- a. enforce any applicable Bylaws in cases where additional actions are required to obtain remediation of the Encroachment.

4. Planning and Development Department shall:

- a. refer all properties with existing or proposed Encroachments to Engineering Services for review prior to issuing a compliance certificate or development permit and Engineering Services shall respond within the timelines provided by the Development Authority (Development Officer).

5. Other City Departments shall:

- a. provide written comments related to the restoration of an Affected Area, where applicable;
- b. provide written comments related to any encroachment referrals;
- c. inform Engineering Services when they authorize any improvements or Encroachments onto Parkland.

6. Property Owners shall:

- a. be aware of the location of their property boundaries at all times;
- b. construct improvements so as not to encroach upon Public Lands or Utility Right-of-Ways;
- c. comply with the terms of Encroachment Agreements that authorize Encroachments onto Public Lands and/or Utility Right-of-Ways;
- d. provide private utility company letters of consent, when requested;
- e. work with the City to effectively eliminate unauthorized Encroachment(s) and Unauthorized Use of Parkland and, if necessary, restore Affected Areas back to the original or intended state to the satisfaction of the City Engineer.

## Expectations / Guidelines

1. Encroachments onto Parkland:
  - a. Encroachments onto Parkland, including Unauthorized Use of Parkland, are not permitted and shall be removed, unless it is permitted through the provisions of any other City policy, bylaw, program, as amended from time to time, or in accordance with the Act;
  - b. Notwithstanding - Section 1.a. of this policy, fence Encroachments of less than 0.20 metres may be allowed to remain, with a City-Issued Conditional Letter of Consent containing an addendum that the fence must be moved back to be wholly within private property when the fence is rebuilt, and notice must be provided to the City;
  - c. Encroachments onto Parkland shall be removed solely at the Property Owner's expense and the Property Owner will be responsible for any remediation work or costs required by the City to restore the Parkland to its original state;
  - d. existing Encroachment Agreements registered at the Alberta Land Titles (North) Office shall be honoured by the City, according to the terms and conditions of the agreement.
2. Encroachments onto Public Land, excluding Parkland:
  - a. Encroachments onto Public Land, excluding Parkland, may be authorized by Encroachment Agreement if the City Engineer determines that:
    - i. the Encroachment in no way affects the City's ownership of, occupation of, authority over, or ability to maintain those areas; and
    - ii. the Encroachment does not impede the safe or necessary movement of pedestrian and/or vehicular traffic;
  - b. Encroachments onto Public Roadway are permitted only when the Adjacent Property Owner agrees to enter into an Encroachment Agreement with the City, pursuant to Section 651.2 of the Act.
  - c. Notwithstanding – Section 2(b) of this policy, fence Encroachments of less than 0.20 metres may be allowed to remain, with a City-Issued Conditional Letter of Consent containing an addendum that the fence must be moved back to be wholly within private property when the fence is rebuilt, and notice must be provided to the City;
  - d. Public utility lots (or any of the original designations), that have been subject to past lease agreements with Property Owners, are inventoried by the City. Public utility lots will be subject to an Encroachment Agreement for their continued use which will be enforced at the time a compliance is applied for. For lots that have been kept in accordance with the terms of the lapsed lease agreement and where the City wishes the maintenance of these lots to be continued by the Property Owner, the Encroachment Agreement fee will be waived. For lots where the City no longer wishes the Property Owner to maintain the lot, Property Owners will be sent a removal notice which will require the Property

Owner to remove any Encroachments and cease use of the public utility lot no less than six (6) months from the removal notice date.

3. Encroachments onto Utility Right-of-Way:
  - a. Encroachments onto Utility Right-of-Way that are listed under Schedule C are eligible for an Encroachment Agreement;
  - b. Encroachments onto Utility Right-of-Way that do not contain City services/utilities will require letters of consent from the private utility companies prior to being eligible to apply for either a City-Issued Conditional Letter of Consent or an Encroachment Agreement;
  - c. Encroachments onto Utility Right-of-Way for drainage may be allowed to remain in very limited circumstances. In such cases, a City-Issued Conditional Letter of Consent must contain an addendum that the City reserves the right to require the removal of the Encroachment if in the future and in the City Engineer's opinion, the Encroachment is found to be affecting the functionality and/or integrity of the drainage system.
4. License of Occupation:
  - a. License of Occupation may only be authorized by the City Engineer;
  - b. License of Occupation is to be used only for an Encroachment that is wholly onto Public Land;
  - c. License of Occupation is to be issued on an annual basis and is subject to an annual license fee;
  - d. License of Occupation may be issued for a term of up to five one-year extensions and is subject to paying an upfront one-time payment of the annual license fee times the number of one-year extensions;
  - e. Consecutive License of Occupations may be authorized by the City Engineer.
5. The criteria listed in Schedules A, B, C and D will be used to determine which Encroachment mechanism will be used to correct unauthorized Encroachments. In the event more than one Encroachment or more than one type of Encroachment is evident on the property, the more restrictive Encroachment mechanism will be used to address all Encroachments.
6. All costs, expenses, liabilities or other risks associated with an Encroachment shall be borne by the relevant private Property Owner.
7. Evidence that a titled Property Owner of property Adjacent to Public Land, on which there is an Encroachment or Unauthorized Use of Parkland, is *prima facie* proof that the Adjacent Property Owner is responsible for the Encroachment or Unauthorized Use of Parkland.
8. Once an Encroachment is authorized by the City, the Encroachment may continue to be used, but it shall not be added to, rebuilt or structurally altered, except:
  - a. as may be necessary to remove the Encroachment; or

- b. as may be necessary for the routine maintenance of the Encroachment. Routine maintenance is defined as minor non-structural repairs and aesthetic upkeep.
- 9. If an Encroachment or the structure benefiting 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 Public Lands unless the repair or reconstruction has been authorized by the City.
- 10. An Encroachment Agreement can only be issued for an Encroachment if it is in compliance with the City's Bylaws, including but not limited to, the *Land Use Bylaw 9/2005*, *Parks Bylaw 19/65*, and *Traffic Bylaw 18/2005*, as amended from time to time.
- 11. An authorized Encroachment does not release the Property Owner from having to comply with provincial requirements, federal requirements, or applicable City Bylaws.
- 12. A fee shall be applied to any approved Encroachment, that requires an Encroachment Agreement, and such fee shall be set out in Schedule E of *Master Rates Bylaw 1/82*, as amended from time to time.
- 13. Encroachment Agreement fees will only be waived in extenuating circumstances as determined by the City Engineer or for Encroachments of structures into a Utility Right of Way where there is an approved development permit or building permit which permitted the Encroachment.
- 14. The City may consider selling or leasing Public Lands upon which an Encroachment is located, subject to complying with the Act. The Property Owner interested in purchasing Public Land will be responsible for all costs associated with ensuring the land use is consistent with all approved City land use documents and complies with subdivision regulations. The Subdivision Approving Authority for the City will approve, conditionally approve or refuse a subdivision application under this section at its sole discretion pursuant to other legislation and bylaws. Public Land for sale would be subject to advertisement at fair market value and for equal availability to all interested parties.
- 15. In the event that the City becomes aware of an unauthorized Encroachment onto Public Lands:
  - a. Property Owners will be notified in writing that the City has become aware of the Encroachment, of the steps or processes required to have the Encroachment become authorized or of a removal date, if applicable;
  - b. notices for follow-up inspections or initial follow-up letter will be delivered through regular mail service;
  - c. notices of removal or failure to comply with a request for an Encroachment Agreement will be delivered through registered mail.



16. Compliance timeframes will be established on a case-by-case basis, taking into consideration the time of year and scope of work required to remove the Encroachment and restore the Affected Area.
17. A City-Issued Conditional Letter of Consent is only valid for the Encroachments shown on the accompanying Real Property Report which forms part of the letter. Additional Encroachments will nullify the City-Issued Conditional Letter of Consent. A copy of the letter will be kept in the appropriate property file.
18. Letters of consent from the private utility companies that may also be affected by the Encroachment are required as part of a City-Issued Conditional Letter of Consent or Encroachment Agreement application, unless the requirement is waived by the City.
19. Enforcement:
  - a. if, under the provisions of this policy, an Encroachment has not been authorized or an application for a City-Issued Conditional Letter of Consent or Encroachment Agreement has not been made, the Property Owner shall remove the Encroachment at no cost to the City;
  - b. if the Property Owner refuses to remove the Encroachment or fails to apply for authorization, the City may take action to remove the Encroachment or relocate the Utility (as required) and seek reimbursement from the Property Owner for all costs in accordance with the applicable City bylaws and policies, as amended from time to time, and in accordance with the Act;
  - c. the Property Owner shall also be subject to any and all applicable federal, provincial and municipal statutes, regulations, orders, bylaws and policies beyond the scope of this policy.

## **Legal References**

*Municipal Government Act, Land Titles Act*

## **Cross References**

*Bylaw 9/2005, Land Use Bylaw;*

*Bylaw 18/2005, Traffic Bylaw;*

*Bylaw 6/2003, St. Albert Storm Sewer Bylaw;*

*A-LS-08 Development of Bylaws, Council Policies & Administrative Directives*

## Procedures

1. Encroachment review:
  - a. the Development Officer will request Engineering Services review any compliance certificate application which indicates an Encroachment. Engineering Services will review the compliance certificate application within the timeframes specified by the Development Officer;
  - b. Engineering Services will review the compliance certificate application and Real Property Report using the standards outlined in this policy;
  - c. Engineering Services will evaluate the Encroachment to determine whether the City will enter into an Encroachment Agreement with the Property Owner, will issue a City-Issued Conditional Letter of Consent or whether the Encroachment must be removed or may remain without any further documentation;
  - d. Engineering Services may request a site visit or photos from the applicant to investigate the Encroachment if deemed necessary;
  - e. Engineering Services will comment on any relevant Encroachments that are identified during the investigation. This may include Encroachments that were not shown on the Real Property Report, if identified by Engineering;
  - f. Engineering Services will provide comments to the Development Officer or Property Owner detailing the steps or processes required to have the Encroachment become authorized or of a removal date, if applicable. This does not limit the Development Officer from pursuing the same Encroachment pursuant to the Act and the *Land Use Bylaw* in the performance of the Development Officer's duties.
2. Encroachment Agreements:
  - a. once a complete application is received, it will be processed in the order it was received;
  - b. Engineering Services will confirm the eligibility for an Encroachment Agreement;
  - c. If eligible, Engineering Services will prepare three original Encroachment Agreements and mail them to the applicant;
  - d. Once the signed Encroachment Agreements are received back, the City Engineer will sign and seal the Encroachment Agreements;
  - e. One executed agreement will be kept and sent to Records Management for filing.
  - f. One executed agreement will be sent to Alberta Land Titles (North) Office (either by the applicant or by the City in cases where the homeowner is not using a lawyer.)
  - g. One executed agreement will be sent to applicant either directly or via their lawyer.
3. Request for private utility company letters of consent:
  - a. once private utility company letters of consent are received, Engineering Services will review their comments and determine whether the Encroachment is eligible to become authorized or if removal is required;

- b. if the Property Owner fails to submit private utility company letters of consent to the City as requested, an initial follow-up letter will be sent to them requesting the letters. A deadline for submission of the letters will be no less than six (6) weeks from the date of the initial follow-up letter;
  - c. if private utility company letters of consent are not submitted by the initial follow-up letter deadline, a second request letter will be sent with a deadline for submission of the letters of no less than six (6) weeks from the date of the second request letter;
  - d. if private utility company letters of consent are not submitted by the second request letter deadline, Engineering Services may take whatever action it deems necessary to obtain the private utility company letters of consent.
4. Encroachment removal:
- a. once it has been determined that an Encroachment is not eligible to become authorized or an application for a City-Issued Conditional Letter of Consent or an Encroachment Agreement has not been made, Engineering Services will coordinate with the Development Authority and Legal Services to determine if a Stop Order, under Section 645 of the Act, or if an Order to Remedy a Contravention, under Section 545 of the Act, is warranted or applicable. In some cases, the Encroachment will be referred to Municipal Enforcement Services for review and enforcement. The final decision with regards to issuing a Stop Order will be at the sole discretion of the Development Authority (Development Officer) pursuant to the Section 645 of the *Municipal Government Act* and the *Land Use Bylaw* as the authorized agent responsible for Stop Orders under the applicable legislation and bylaw;
  - b. if the Property Owner fails to remove the Encroachment within the time stated, the City may act to remove the Encroachment or relocate the Utility (as required) and seek reimbursement from the Property Owner for all costs in accordance with the applicable City bylaws and policies and in accordance with the Act.
  - c. A Stop Order, under Section 645 of the Act, may be appealed to the Subdivision & Development Appeal Board. An Order to Remedy a Contravention, under Section 545 of the Act, may be appealed to City Council.

## Attachments

### Schedule A

Encroachments not requiring a City-Issued Conditional Letter of Consent or an Encroachment Agreement:

- a. any Encroachments of less than 0.10 metres into a Utility Right-of-Way,
- b. any Encroachments of less than 0.10 metres into Public Lands, excluding Parkland.
- c. at-grade driveways, sidewalks, walkways, curbs, steps, concrete pads within the Road Right-of-Way and/or Utility Right-of-way, which provide access to a building or structure, excluding retaining walls or landscape appurtenances that are in the opinion of Engineering Services to be features not directly benefiting the access to the property and/or do not comply with the City of St. Albert Municipal Engineering Standards, as amended from time to time;
- d. at-grade or 0.1m high, non-permanent surface improvements, within the Road Right-of Way and/or Utility Right-of-Way, including ground cover (ie. gravel, shale, etc.), except within City boulevard areas or where drainage is disrupted
- e. non-permanent, open-air trellises on Public Road Right-of-Way or Utility Right-of-Way.
- f. shrubs, trees or other organic landscape materials planted in a Utility Right-of-Way, unless prohibited under the terms of the Utility Right-of-Way Agreement or are found to be impacting the integrity or function of the utility infrastructure;
- g. hedges, shrubs and flower gardens on the Public Road Right-of-Way, excluding boulevards, up to 0.95m maximum growth height and that do not and will not interfere with traffic sightlines;
- h. boundary fences that cross a Utility Right-of-Way.
- i. any infrastructure constructed for valid municipal purposes by the City or its agents (ie. bollards, sound barriers, guard rails, retaining walls, etc.).

## Schedule B

### Encroachments Eligible for a City-Issued Conditional Letter of Consent:

- a. portable sheds, under 10 square metres on a Utility Right-of-Way;
- b. fence encroachments of greater than 0.1 metres and less than 0.20 metres onto Public Land;
- c. non-permanent Encroachments onto Utility Right-of-Way for drainage as determined on a case-by-case basis at the discretion of the City Engineer;
- d. structure eaves, with letters of consent from the private utility companies (if required);
- e. permanent open-air trellis on Public Road Right-of-Way or Utility Right-of-Way.
- f. hedges and shrubs on the Public Road Right-of-Way that may interfere with traffic sightlines if not maintained by the homeowner. (Conditional Letter of Consent will include maintenance requirements and up to a maximum height allowance of 0.95m)
- g. notwithstanding any other section in this Policy, the CAO shall have the sole discretion to determine if an Encroachment is of such a minor nature that the City will issue a City-Issued Conditional Letter of Consent for the Encroachment rather than require the execution of an Encroachment Agreement.

## Schedule C

Encroachments Eligible for an Encroachment Agreement or Licence of Occupation:

- a. Encroachments, other than fences, greater than 0.10 metres into Public Land, excluding Parkland;
- b. fences that are more than 0.20 metres into Public Land, excluding Parkland;
- c. buildings including footings, foundations, weeping tile, and all projections (cantilevers, etc. other than eaves)
- d. sheds, greater than 10 square metres, requiring a development permit;
- e. non-portable sheds that are attached to a dwelling, garage, accessory building or constructed on a permanent foundation;
- f. structures including, but not limited to, decks, stairs, patios, gazebos, satellite dishes, antennas, decorative walls, underground sprinklers etc.;
- g. vegetable gardens on Public Land, excluding Parkland;
- h. retaining walls;
- i. swimming pools, hot tubs and ponds;
- j. landscaping planters;
- k. light standards;
- l. permanent signs;
- m. existing trees on Public Lands, excluding Parkland, that do not interfere with traffic sightlines or infrastructure and do not have written authorization from the City through another means.

## Schedule D

Encroachments Will Not be Approved and/or Require Removal at the sole cost to the private homeowner(s):

- a. fences that are more than 0.20 metres onto Parkland
- b. all Parkland encroachments, other than fences as per above. In cases where slope stability may be impacted by removal, the City may require additional measures or investigation
- c. landscaping, structures or objects on Public Lands, excluding Parkland, that, in the opinion of the City, may pose a potential safety concern of any kind to the Public. (ie: sharp rocks, borders onto sidewalk, etc.)
- d. encroachments onto Public Road Right-of-Way, other than landscaping maintained under an Encroachment Agreement, that may interfere with traffic sightlines (ie: fencing)
- e. any encroachments listed under Schedule B or C where the homeowner does not have an approved conditional letter of consent or have refused to enter into an Encroachment Agreement with the City
- f. any encroachments that are determined to be interfering with, obstructing and/or impacting the access and maintenance of Utilities

DATE REVIEWED	NEXT REVIEW DATE	REVISIONS
	2025 – Planning and Engineering	June 21, 2021 – AR-21-286