

Title: Licensing of Undeveloped Road Allowance

Policy No: 4023

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Purpose: To establish a fair and consistent policy for the use and occupation of undeveloped road allowances in Greenview, pursuant to Section 18(1) of the Municipal Government Act and the License of Occupation Bylaw.

1. DEFINITIONS

- 1.1 **Adjacent Land** means land that is next to or adjoining to the Undeveloped Road Allowance.
- 1.2 **Greenview** means the Municipal District of Greenview No 16.
- 1.3 **Licenseholder** means a person to whom a license is granted or issued.
- 1.4 **Natural Vegetation** means vegetation existing on site prior to the issuance of the license.
- 1.5 **Timber** means all trees living or dead, of any size or species, and whether standing, fallen, cut, or extracted in accordance with the Forests Act, R.S.A. 2000, Chapter F-22.
- 1.6 **Undeveloped Road Allowance** means any land dedicated as a road right-of-way that has not been fully developed. The right of way may or may not be shown as a road on a plan of survey that has been filed or registered in a land titles office.

2. POLICY GENERAL

- 2.1 If an undeveloped road allowance is not needed for road or other municipal purposes it may be licensed to an adjacent landowner. This licensing policy does not apply to developed road allowances or road right-of-ways.
- 2.2 An Undeveloped Road Allowance Licence is required for the use of the road allowance for agricultural purposes.
 - 2.2.1 Requests for Undeveloped Road Allowance Licences beyond the scope of agricultural purposes may be approved at the discretion of Council.
- 2.3 A license applies to a continuous piece of undeveloped road allowance abutting the licenseholder's property or properties, or until the road allowance meets developed infrastructure.

2.4 The Undeveloped Road Allowance Licence does not supersede the Alberta Traffic Safety Act.

3. UNDEVELOPED ROAD ALLOWANCE PRIORITIES

3.1 The following general uses are acceptable to occur within a road allowance, in this priority order:

A) **Permanent Road or Temporary Road/Trail**

The primary purpose of a road allowance is to allow for the movement of goods and people and provide access to property. If expansion of Greenview's road network is required and serves this municipal purpose, permission will be granted to undertake the required work (subject to additional conditions within this, and other Greenview policies and bylaws).

B) **Treed Shelterbelt**

If a road allowance is not required to form part of the municipal road network, the intent is for road allowances to remain treed in order to create windbreaks and regulate drainage flow rates. If the existing trees on a road allowance are older and likely to create an ongoing safety and maintenance challenge, it is acceptable to clear the offending trees. No stumping or other disturbance of the topsoil is permitted.

C) **Animal Grazing**

The road allowance may be utilized for grazing purposes if adjacent to existing pasture lands, but the road allowance shall remain primarily treed.

D) **Field Crop Farming**

Field crop farming is only included in this Policy as a use for grandfathered properties that are already in this condition. The use of road allowances for new field crop farming operations is prohibited.

E) **Sale of Road Allowance**

The sale of road allowance will be considered on a case-by-case basis but is a practice that will generally be discouraged.

4. UNDEVELOPED ROAD ALLOWANCE LICENSE

4.1 An Undeveloped Road Allowance Licence is required for use of the road allowance for agricultural purposes. The licenseholder will be required to enter into an agreement with Greenview.

4.2 An Undeveloped Road Allowance License grants the holder non-exclusive access to the road allowance. Reasonable access, generally providing for foot access, shall be provided at all times. If there is an existing quad trails, access should remain when the road allowance leads to Crown Land.

4.3 The licenseholder shall own property, hold a long term lease or legal agreement on both sides of the portion of the road allowance for which the license is being sought, with the signed consent of landowners on those properties.

- 4.4 All applications for licensing of the undeveloped road allowance shall be made on the form as determined by Greenview and shall be accompanied by the applicable fee, as per Greenview's Schedule of Fees Bylaw.
- 4.5 The license will apply to the portion of the undeveloped road allowance abutting the licenseholder's property.
- 4.6 The license does not grant the holder the right to clear natural vegetation, including timber, on the road allowance. Any request to clear natural vegetation on the road allowance shall be submitted to and approved by Alberta Environment & Parks (AEP). Confirmation of AEP approval for the clearing of natural vegetation shall be submitted to Greenview prior to any work commencing.
- 4.7 The unapproved removal of natural vegetation, shall result in the cancellation of all road allowance licenses with Greenview.
- 4.8 No work, development, improvement, or change to the condition of the Undeveloped Road Allowance is permitted without the prior written authorization from Greenview. No buildings or structures shall be constructed on the Road Allowance. Fencing will be permitted with prior approval from Greenview. The Undeveloped Road Allowance may only be used for purposes listed in the licenseholder's license, and for no other use. The licenseholder may not use the Undeveloped Road Allowance in any other manner without the prior written consent of Greenview, which consent may be unreasonably withheld.
- 4.9 Greenview retains the right of entry and control including the right and privilege of cutting or spraying any portion of the road allowance for the purpose of weed control, or for any other purpose at any time in the areas for which this licence has been issued.
- 4.10 In issuing a license, Greenview will impose such terms and conditions determined to be necessary or beneficial, including but not limited to:
- A) The term of the license up to a maximum of five (5) years;
 - B) Insurance requirements;
 - C) Signage requirements;
 - D) Whether obstructions such as fences and gates are permissible;
 - E) Weed control; and
 - F) The limitations on the licenseholder's access or use.
- 4.11 Greenview may terminate the licenseholder's license for any reason, including convenience, with thirty (30) days written notice to the licenseholder. Refunds will be granted and prorated on a monthly basis.

5 RESPONSIBILITIES OF THE LICENSE HOLDER

- 5.1 Fees for the duration of the license term will be invoiced on a lump sum basis at the beginning of the applicable term. The fee shall be paid prior to the license being issued.
- 5.2 The licenseholder shall, at its sole expense, obtain and maintain comprehensive general liability insurance of no less than \$2,000,000 throughout the term of the licence.
- 5.3 The licenseholder shall be responsible for weed control on the undeveloped road allowance to Greenview's satisfaction.
- 5.4 In consideration of Greenview's granting of the licence, the licenseholder agrees to indemnify and save harmless the Municipal District of Greenview of and from any claims or demands arising from the operations on the undeveloped road allowance.
- 5.5 The licenseholder shall not have the right to sublet any portion of the licence.
- 5.6 The licenseholder shall not use the licensed area in such a way to adversely affect groundwater resources or disturb natural drainage patterns or watercourses unless such measures are necessary to serve a proposed development and receive approval from Alberta Environment and Parks. Greenview shall be notified of the approval prior to any work commencing. Additionally, the licenseholder shall not cause stormwater to drain onto adjoining property.
- 5.7 Upon termination the licenseholder shall, upon Greenview's request, remove all equipment, structures and installations on the road allowance placed for the licenseholder's purposes. If they are not removed within thirty (30) days of such a request, Greenview shall have the right to remove equipment, structures and installations and Greenview shall invoice the licenseholder the actual cost relating thereto.
- 5.8 Subsequent terms will be subject to application as renewals will not be automatic.

6 SIGNAGE REQUIREMENTS

- 6.1 Greenview shall provide and install the initial sign and the licenseholder is required to maintain the sign in a reasonable condition for the duration of the term.
- 6.2 Replacement signs due to damage or removal will be ordered by Greenview upon the licenseholder's request and at their expense in accordance with the Schedule of Fees.
- 6.3 Signs shall measure 30cm by 45cm.
- 6.4 Signs shall note the license number.
- 6.5 Signs shall be located as close to the center as possible of the undeveloped road allowance at the boundary of the adjacent developed roadway and shall be legible from a distance of 15-metres.