



TO: Rail Corridor Governance Committee

FROM: Technical Operational Committee

DATE: May 10, 2019

SUBJECT: **Draft recommendations for Governance Advisory Committee's Consideration**

At its meetings of April 8, 2019 and May 7, 2019, the Rail Trail Technical Operations Committee (TOC) identified 12 categories of encumbrances on the rail corridor lands. Each of these types of encumbrances has the potential to impact the construction of the rail trail. Therefore, to ensure that development of the rail trail or future creation of a transportation corridor is not compromised, and to ensure that the Splatins' interests are recognized and to acknowledge its role in co-management of the project, the TOC is making the following recommendations:

1. That the RDNO/CSRD enter into **10-year Master Agreements** with BC Hydro, Fortis and TELUS to recognize existing agreements and allow existing infrastructure to remain where there are unauthorized crossings, subject to the following conditions:
 - that all costs for legal, survey and design work be borne by the utility company;
 - that the annual fee be based upon an appraisal conducted by a qualified appraiser;
 - that the agreements include design specifications, including standards for minimum depth or height as applicable;
 - consultation with Splatins;
 - that the agreements provide for an option to renew for an additional 10-year term; and
 - that any proposed additional works within the rail corridor lands be forwarded to the Technical Operations Committee for review and recommendation.
2. That the RDNO/CSRD enter into **3-year Agreements** for the recreational land lease lots in the Coom Bay area subject to the following conditions:
 - docks will not be authorized or recognized in the Agreements as they do not have provincial tenure;
 - consultation with Splatins; and
 - that the lessees be advised that the land in this area is considered valuable for future development of a public park and therefore leases may not be renewed beyond the 3-year term.
3. That existing agreements with local governments for utility works (water and sewer) be converted to Statutory Rights of Way subject to the following conditions:
 - that all costs for legal, survey and design work be borne by the applicable local government;
 - that the Statutory Rights of Way include design specifications, including standards for minimum depth;
 - consultation with Splatins; and
 - that any proposed additional works within the rail corridor lands be forwarded to the Technical Operations Committee for review and recommendation.

4. That RDNO/CSRD enter into **5-year Agreements** for existing Industrial and Commercial use of the rail corridor subject to the following conditions:
 - that the annual fee be based on an appraisal conducted by a qualified appraiser;
 - that all costs for legal, survey and design work be borne by the owner of the industrial or commercial use;
 - that the agreements include design specifications to address safety and liability concerns;
 - consultation with Splatsin; and
 - that the agreements provide for an option to renew for an additional 5-year term.
5. That RDNO/CSRD enter into **10-year Master Agreements** with private Waterworks Districts to recognize existing waterline crossings subject to the following conditions:
 - that all costs for legal, survey and design work be borne by the private waterworks districts;
 - that the annual fee be based upon an appraisal conducted by a qualified appraiser;
 - that the agreements provide for an option to renew for an additional 10 year term;
 - that the agreements include design specifications, including standards for minimum depth;
 - consultation with Splatsin; and
 - that any proposed additional crossings within the rail corridor lands be forwarded to the Technical Operations Committee for review and recommendation.
6. That RDNO/CSRD enter into **10-year Agreements** with private individuals having existing domestic waterlines located within the rail corridor lands subject to the following conditions:
 - that all costs for legal, survey and design work be borne by the users of the waterlines;
 - that the annual fee be based upon an appraisal conducted by a qualified appraiser;
 - that the agreements include design specifications, including standards for minimum depth;
 - consultation with Splatsin;
 - that the agreements provide for an option to renew for an additional 10 year term; and
 - that any proposed additional waterline crossing within the rail corridor lands be forwarded to the Technical Operations Committee for review and recommendation.
7. That RDNO/CSRD enter into **10-year Agreements** for rail corridor crossings on land within the Agricultural Land Reserve, for existing irrigation waterlines, vehicular access to fields, and vehicular access to residential and farm buildings, subject to:
 - the annual fees being established in consultation with the Agricultural Land Commission;
 - that the agreements include design specifications, including standards for minimum depth for waterlines and standards for crossings to address safety and liability concerns;
 - that any proposed additional crossing of the rail corridor lands be forwarded to the Technical Operations Committee for review and recommendation.
8. That RDNO/CSRD enter into **10-year Agreements** for vehicular rail corridor crossings for residential, commercial, and multi-family developments, (i.e. Hyde Mountain, Shandy Cove, Hurricane Bay) subject to the following conditions:
 - that all costs for legal, survey and design work be borne by the owners of the properties which use the crossings;

- that the agreements include design specifications, including standards to address safety and liability concerns;
 - that the annual fee be based upon an appraisal conducted by a qualified appraiser;
 - consultation with Splat sin; and
 - that the agreements provide for an option to renew for an additional 10 year term.
9. That the RDNO/CSRD enter into **10-year** (or consistent end date, i.e. 2029) **Upland Consent and access Agreements** to allow for the placement of, and access to, docks lying adjacent to the rail corridor within the District of Sicamous, subject to the following conditions:
- that the docks have received provincial tenure permission;
 - consultation with Splat sin;
 - that the docks are designed and will be built to provincial environmental standards;
 - that upland consent has been granted by RDNO/CSRD;
 - that the District of Sicamous has granted its approval;
 - that **nothing** is constructed within the rail trail, the area of which will be determined by the final design;
 - that access to the docks is designed to address safety standards and liability matters;
 - that the annual fee be based upon an appraisal conducted by a qualified appraiser;
 - that the owners of the docks be advised that upland consent may not be renewed beyond the 10-year term if future enhancement of the rail corridor requires development of the riparian area.
10. That the RDNO/CSRD enter into a **10-year Upland Consent and access Agreement** (or date consistent with other upland consents, i.e. 2029) to recognize the one existing dock within the CSRD, that has all of the necessary approvals and is lawfully non-conforming in regard to Lakes Zoning Bylaw No. 900.

That letters be sent to the owners of docks within the CSRD which are non-conforming (illegal) in respect of Lakes Zoning Bylaw No. 900 and which do not have all of the other necessary approvals in place, advising them that in order to comply with existing regulations they must complete the following processes:

- Apply for, and be successful in obtaining redesignation and rezoning, or be issued a Temporary Use Permit (pending adoption of the Electoral Area “E” Official Community Plan) to permit such use;
- Apply for, and be granted provincial tenure;
- Ensure that consultation with Splat sin has taken place;
- Obtain Upland consent from RDNO/CSRD and enter into an agreement with CSRD/RDNO, which will include an annual fee based upon an appraisal conducted by a qualified appraiser and appropriate liability insurance;
- Ensure that the dock is designed and is built to provincial environmental standards;
- Ensure that access to the dock is designed to address safety standards and liability matters.

That the letter also advise that:

Lakes Zoning Bylaw No. 900 and the draft Electoral Area ‘E’ Official Community Plan do not support the granting of tenure for docks for non-waterfront property owners as it is inconsistent with provincial regulations and sets an unwanted precedent for other lakes within the Shuswap area;

that the rail corridor is a linear park and private docks are not compatible with the upland park use as set out in Bylaw No. 900, the draft Area E OCP and CSRD Policy P-11; and that upland consent may not be renewed beyond 2029 if future enhancement of the rail corridor requires development of the riparian area.

11. That the RDNO/CSRD advise owners of existing structures such as retaining walls (where necessary for slope stability) and structures which are an integral part of the access to the docks (such as stairs), which lie within the rail corridor lands but outside of the rail trail as determined by the final rail trail design, *and where recommended by the TOC*, that such structures **may be** permitted by **a 10-year Agreement** subject to the following conditions:
 - that the structures must be accurately identified and located on a legal survey plan;
 - that all costs for legal, survey and design work be borne by the owners of the structure(s);
 - that the annual fee be based upon an appraisal conducted by a qualified appraiser.
12. That RDNO/CSRD request that all other structures (volleyball courts, lawns, sheds etc.) located within the rail corridor lands be removed.
13. That as part of the design and development, an appraiser be hired to provide an appraisal to establish fair market value for various type of encumbrances. This would establish a standard fee for agreements including, but not limited to: corporate utility crossings (BC Hydro, Telus, Fortis); upland consent and access; road access; domestic waterlines; and commercial and industrial use.