

COLUMBIA SHUSWAP REGIONAL DISTRICT

Rail Trail Governance Bylaw No. 5865, 2023

THIS CONSOLIDATED BYLAW IS NOT INTENDED TO BE USED FOR LEGAL PURPOSES

CONSOLIDATED FOR CONVENIENCE ONLY, UP TO AND INCLUDING:
BYLAW NO. 5873, 2023

INFORMATION SHEET ON THE BYLAWS
WHICH WERE CONSOLIDATED INTO BYLAW NO. 5865, 2023

Bylaw No. 5873 – Adopted December 8, 2023

- Subsection 10.7 is hereby deleted and replaced with the new subsection 10.7.

**COLUMBIA SHUSWAP REGIONAL DISTRICT
BYLAW NO. 5865, 2023**

A bylaw to regulate the use of the Shuswap North Okanagan Rail Trail

WHEREAS under the *Local Government Act* the Regional District may, by bylaw, regulate and prohibit in relation to a regional district service and establish a system of licences, permits and approvals in relation to a regional district service;

AND WHEREAS the Board has established the Service and has determined that special regulations are required to:

- (a) ensure the Rail Trail Lands are developed into a network of regional trails in an efficient and safe manner;
- (b) maintain the integrity of the Rail Trail;
- (c) minimize conflict between different classes of users at different places on these regional trails; and,
- (d) authorize the granting of Permits and to establish the terms and conditions on which adjacent owners may access and use the Rail Trail under the authority of such a Permit;

AND WHEREAS the General Parks Regulation Bylaw regulates the management, maintenance, improvement, operation, development, control, and use of parks, including public trails, within the Regional District and the Board wishes to clarify the application of the General Parks Regulation Bylaw to the Rail Trail;

NOW THEREFORE, the Board of the Columbia Shuswap Regional District, in open meeting assembled, enacts as follows:

1. CITATION

- 1.1 This Bylaw may be cited as Rail Trail Governance Bylaw No. 5865, 2023.

2. INTERPRETATION

- 2.1 In this Bylaw:

- (a) **"Agricultural Crossing Permit"** means a Permit that authorizes a Permit Holder to cross the Rail Trail Lands for an Agricultural Use;
- (b) **"Agricultural Use"** includes farm uses as defined in the *Agricultural Land Commission Act* and activities associated with agricultural land uses permitted by a land use bylaw of the Regional District;

- (c) **"Application"** means an application for a Permit in accordance with Part 7;
- (d) **"Application Fee"** means the fee outlined in Schedule B of this bylaw for making any Application;
- (e) **"Board"** means the Board of the Columbia Shuswap Regional District;
- (f) **"Configuration"** means a plan, sketch, or drawing to the satisfaction of the General Manager, showing the dimensions and specifications of the Crossing, including the details of any Encroachment;
- (g) **"Crossing"** means the place where the Rail Trail Lands intersect with persons, things, or activities that are distinct from Trail Users that are primarily travelling and recreating in a direction parallel to the edge of the Rail Trail, excluding a Road Crossing or a Utility Crossing;
- (h) **"Dock/Upland Permit"** a permit that authorizes the Permit Holder to cross the Rail Trail Lands for the purpose of access, without the use of Motor Vehicles, to an authorized private dock or moorage facility on Crown land;
- (i) **"Encroachment"** means any type of moveable or immovable private property or thing that is built or placed on, or that extends onto, over, or under the Rail Trail Lands, other than a Utility Crossing or a Road Crossing;
- (j) **"Encroachment Permit"** means a permit provided for private property or infrastructure on the Rail Trail land;
- (k) **"Event Permit"** means a Permit that authorizes the Permit Holder to hold an Event on the Rail Trail;
- (l) **"Event"** means an organized gathering impacting the ordinary use and enjoyment of the Rail Trail by other Trail Users because of the number of participants or the nature of the activity, including races, hosted rides or tours, filming, ceremonies, and performances;
- (m) **"Farm Sales Permit"** means a permit which provides permission to sell local agricultural products from the Rail Trail lands;
- (n) **"General Manager"** means an employee of the Regional District designated by the Regional District's Chief Administrative Officer from time to time as the department head responsible for the Service, including any other

employee who may be delegated the authority to act in the place or on behalf of the General Manager from time to time;

- ~~(o) "General Parks Regulation Bylaw" means the Columbia Shuswap Regional District Community Parks Regulation Bylaw No. 5565;~~
- (o) "General Parks Regulation Bylaw" means the Columbia Shuswap Regional District Community Parks Regulation Bylaw No. 5556;
- ~~(p) "Governance Advisory Committee" means a committee consisting of representatives from the Columbia Shuswap Regional District, the Regional District of North Okanagan and the Spltasin First Nation who meet from time to time to decide on recommendations to the respective boards and council of the Rail Trail Owner on planning and decision-making in relation to the Service;~~
- (p) "Governance Advisory Committee" means a committee consisting of representatives from the Rail Trail Partners who meet from time to time to decide on recommendations to their respective boards and councils on planning and decision-making in relation to the Service;
- (q) "Highway" means every highway within the meaning of the *Transportation Act*, and every road, street, lane or right-of-way designed or intended for or used by the general public for the passage of vehicles, and every private place or passage way to which the public, for the purpose of the parking or servicing of vehicles has access or is invited;
- (r) "Linear Encroachment" means any type of object, item or thing that is constructed, erected, or placed so that it runs parallel to the edge of the Rail Trail for longer than 5 metres;
- (s) "Miscellaneous Permit" means a Permit for an activity or use that is otherwise prohibited under this Bylaw and that, in the opinion of the General Manager, is acceptable and consistent with the Services but that cannot be authorized by another type of Permit;
- (t) "Motor Vehicle" has the same meaning as in the *Motor Vehicle Act*, except that for the purpose of this Bylaw, any bicycle with an electric motor is excluded from the definition;
- (u) "Owner" means the registered owner, a lessee under a lease, or the holder of a Crown tenure;

- ~~(v) "Permit" means a valid and subsisting permit issued pursuant to this Bylaw, including an Agricultural Crossing Permit, a Dock Permit, an Event Permit, a Miscellaneous Permit, and a Temporary Permit;~~
- (v) **"Permit"** means a valid and subsisting permit issued pursuant to this Bylaw, including an Agricultural Crossing Permit, a Dock/Upland Permit, an Encroachment Permit, an Event Permit, a Farm Sales Permit, a Miscellaneous Permit, a Temporary Permit, a Vehicle Permit (Single family) and Vehicle Permit (Multi-family/commercial);
- ~~(w) "Permit Fee" means the fee prescribed by the Fee Bylaw that is payable when a Permit is issued under this Bylaw;~~
- (w) **"Permit Fee"** means the fee outlined in Schedule "B" of this Bylaw that is payable when a Permit is issued under this Bylaw'
- (x) **"Permit Holder"** means a person holding a valid and subsisting Permit;
- (y) **"Private Vehicular Crossing"** means Crossing other than a Road Crossing at which Motor Vehicles must cross the Rail Trail Lands in order to access a Highway;
- (z) **"Rail Trail"** or **"Trail"** means collectively the surfaces, drainage works and other facilities, structures, and appurtenances necessary or convenient for public travel and recreation on the Shuswap North Okanagan Rail Trail;
- (aa) **"Rail Trail Lands"** means the former Canadian Pacific rail corridor between Sicamous and Armstrong consisting of parcels held by or under the control of the Rail Trail Owner for the Service as shown on the map attached as Schedule "A";
- ~~(bb) "Rail Trail Owner" means, collectively the Columbia Shuswap Regional District, the Regional District of North Okanagan, and the Splat sin First Nation;~~
- (bb) **"Rail Trail Owner"** means, collectively the Columbia Shuswap Regional District, the Regional District of North Okanagan, and the Splat sin Development Corporation;
- (cc) **"Rail Trail Partners"** means, collectively the Columbia Shuswap Regional District, the Regional District of North Okanagan, and Splat sin, a band within the meaning of the Indian Act (R.S.C., 1985, c.I-5);

- (dd) **"Regional District"** means the Columbia Shuswap Regional District;
- (ee) **"Road Authority"** means an entity with ownership or possession of a public Highway that intersects with the Rail Trail Lands, including a municipality and the Province of British Columbia;
- (ff) **"Road Crossing"** means any type of object, item or thing that is constructed, erected, or placed on or extends on, over, or under the Rail Trail Lands by a Road Authority and includes perpendicular travel across the Rail Trail by a person using the Road Authority's infrastructure;
- (gg) **"Service"** means the service established pursuant to the Regional District's Rail Trail Service Establishment Bylaw No. 5755, for the purpose of acquiring, constructing, improving, managing, and operating the Rail Trail on the Rail Trail Lands;
- (hh) **"Technical Guidelines"** means any policies or guidance documents that establish consistent standards for the physical condition, intended function or minimum design standards for any elements of the Rail Trail, including Crossings and Encroachments;
- (ii) **"Temporary Permit"** means a Permit to authorize any activity or use on the Rail Trail, that would otherwise be prohibited by this Bylaw, for a period of less than thirty (30) days;
- ~~(jj) **"Technical Operational Committee"** means a committee consisting of representatives from the Columbia Shuswap Regional District, the Regional District of North Okanagan, and the Splatshin First Nation who from time to time meet to decide on recommendations to the respective boards and council of the Rail Trail Owner on the design, the development, the use, and the operation of the service;~~
- (ii) **"Technical Operational Committee"** means a committee consisting of representatives from the Rail Trail Partners who meet from time to time to decide on recommendations to their respective boards and council on the design, the development, the use, and the operation of the Service;
- (kk) **"Trail Side Farm Stand"** means a structure from which agricultural products originating from an Agricultural Use adjacent to the Rail Trail are offered for sale to the general public;
- (ll) **"Trail User"** means a person using the Rail Trail for recreation and physical

activity, including a pedestrian, cyclist, or rider, but excluding persons or uses carried out with a Motor Vehicle, a horse, or other similar modes of conveyance;

(mm) "**Utility**" means the operator of any public systems or facilities distributing, transmitting, collecting, or storing essential public services such as water, sewage, wastewater, stormwater, natural gas, electricity, or telecommunications; ~~and~~

(nn) "**Utility Crossing**" means any means any type of object, item or thing that is constructed, erected, or placed on or extends on, over, or under the Rail Trail Lands by a Utility and includes the transmission, distribution, conveyance, collection, or direction of any essential public services; ~~and~~

(oo) "**Vehicle Permit**" is a permit that allows Crossing of the Rail Trail, to access either a single-family, or multi-family/commercial property. A Vehicle permit is valid for up to 5 years unless specified otherwise.

2.2 Except as otherwise provided, words and phrases in this bylaw have the same meanings as in the *Local Government Act*, the *Community Charter*, or the *Interpretation Act*, as the context may require.

2.3 In this Bylaw:

- (a) words importing the singular number include the plural and vice versa and words importing the neuter gender include the masculine and the feminine genders;
- (b) headings given to sections are for convenience of reference only and do not form part of this Bylaw;
- (c) unless expressly stated otherwise, a reference to a "section" is a reference to a section in this Bylaw and a reference to a "part" is a reference to a part in this Bylaw;
- (d) unless expressly stated otherwise, a reference to an enactment is a reference to an enactment of British Columbia and its regulations, as amended, revised, consolidated, or replaced from time to time, and a reference to a bylaw or policy is a reference to a Regional District bylaw or policy, as amended, revised, consolidated, or replaced from time to time;
- (e) a reference to a person or class of persons includes that person's officials, directors, officers, employees, contractors, agents, or servants; and,
- (f) a reference to the current title of a position includes the position as it may be renamed from time to time, or to any successor position that is most closely connected to the position if it is modified or eliminated from time to

time.

- 2.4 If any portion of this Bylaw is held to be invalid by a court of competent jurisdiction, the invalid portion is severed and the remaining portion continues to be valid.

3. APPLICATION OF THIS BYLAW

- 3.1 This Bylaw regulates and controls activities and uses occurring on, over, or under the Rail Trail Lands within the boundaries of the Regional District.
- 3.2 Nothing in this Bylaw limits the jurisdiction of the Splat sin First Nation to regulate and control activities and uses occurring on, over, or under the Rail Trail Lands within the boundaries of Splat sin IR #2 and Splat sin IR #3.
- 3.3 This Bylaw shall prevail over the General Parks Regulation Bylaw. Where the General Parks Regulation Bylaw regulates a matter that is not regulated under this Bylaw, the regulations in the General Parks Regulation Bylaw apply to the Service.

4. DELEGATION OF AUTHORITY

- 4.1 The Board delegates to the Governance Advisory Committee the authority to establish recommendations on policy, planning and decision-making in relation to the Service.
- 4.2 The Board delegates to the Technical Operational Committee the authority to:
- (a) establish recommendations on the design, development, the use, and the operations of the Service; and,
 - (b) develop criteria, specifications and terms and conditions for access to and use of the Service.
- 4.3 The Board delegates to the General Manager the authority to:
- (a) administer this Bylaw;
 - ~~(b) install or caused to be installed signage along the Rail Trail;~~
 - (b) install or caused to be installed signage along the Rail Trail with input from Rail Trail Owners;
 - ~~(c) close all or a part of the Rail Trail from time to time for any reason and establish a detour for the duration of the closure;~~
 - (c) close all or part of the Rail Trail from time to time for any reason and establish a detour for the duration of the closure with input from the Rail Trail partners; also ensuring that a registered professional archaeologist is contacted prior to any ground disturbance if applicable;
 - (d) create, amend, publish, and prescribe the form and content of an Application, a Permit, or the Technical Guidelines;
 - (e) prescribe procedures for making an Application, including the information that is required to satisfy the General Manager that the activity proposed in the Application is consistent with this Bylaw;
 - (f) prescribe procedures for a Permit Holder to transfer or assign any Permit in accordance with this Bylaw;
 - (g) require security in an amount and form satisfactory to the General Manager to ensure that any activity authorized by the Permit is carried out in a manner that is consistent with this Bylaw;
 - (h) keep records of any Applications received by and Permits issued by the General Manager; and,
 - (i) do anything and to have all powers and authority necessary to enforce the provisions of this Bylaw.

5. GENERAL REGULATIONS

- 5.1 Except as authorized by a Permit or as otherwise permitted by this Bylaw, only Trail Users travelling or recreating may enter onto the Rail Trail Lands and use the Rail Trail.
- 5.2 Every person enters onto the Rail Trail Lands and uses the Rail Trail at their own risk.
- 5.3 When on the Rail Trail Lands or using the Rail Trail, a person shall:
- (a) pay attention to their surroundings and others who may be using the Rail Trail;
 - (b) be courteous to other persons on the Rail Trail Lands;
 - (c) maintain a safe distance from other Trail Users;
 - (d) obey any signs or traffic control devices including any notices advising of closures or detours of the Rail Trail;
 - (e) use the Rail Trail safely and in accordance with any directions given by the Rail Trail Owner from time to time;
 - (f) **not cause any negative impacts on nearby landowners or agricultural operations;**
 - (g) only enter the Rail Trail at established access points and stay on the Rail Trail between such access points; and
 - (h) wear appropriate safety equipment consistent with the nature of their activities on the Rail Trail Lands.
- 5.4 Where a Crossing is authorized by a Permit or otherwise permitted by this Bylaw, any users of the Crossing shall:
- (a) yield the right of way to Trail Users travelling and recreating in a direction parallel to the edge of the Rail Trail, unless otherwise authorized by the General Manager and subject to compliance with any terms and conditions imposed by the General Manager;
 - (b) come to a complete stop prior to entering onto the Rail Trail; unless otherwise authorized by the General Manager and subject to compliance with any terms and conditions imposed by the General Manager;
 - (c) traverse the Rail Trail in a manner that minimizes disruption to Trail Users; and
 - (d) only operate equipment or Motor Vehicles on the Rail Trail with a signaling device that can be used to warn Trail Users that such equipment or Motor

Vehicle is on the Rail Trail, including horns, lights, fluorescence, brightly coloured markings, flagging, or other similar items.

6. PROHIBITIONS

6.1 A person shall not:

- (a) discard, deposit or leave litter, refuse, or other waste anywhere on the Rail Trail Lands except in designated waste containers;
- (b) remove, damage, deface or alter any signs, traffic control devices, structures or objects placed on the Rail Trail Lands without the permission of the Rail Trail Owner;
- (c) remove or deposit materials or alter the grading of the Rail Trail Lands;
- (d) carry out any equestrian activities on the Rail Trail;
- (e) allow dogs to be off-leash while on the Rail Trail Lands;
- (f) ignite, cause, or maintain a fire on the Rail Trail Lands; nor
- (g) engage in any activity that may impede the ordinary passage of Trail Users along the Rail Trail.

6.2 Unless authorized by a Permit, a person shall not:

- (a) drive, stop, stand, park, or otherwise operate a Motor Vehicle on or along the Rail Trail;
- (b) cause an Encroachment on the Rail Trail Lands;
- (c) hold, conduct or participate in an Event on the Rail Trail Lands;
- (d) engage in any commercial activity; nor
- (e) place, erect or leave signs or advertisements on the Rail Trail Lands.

6.3 Despite this Part, these general prohibitions do not apply to:

- (a) the Province of British Columbia or the government of Canada;
- ~~(b) the Rail Trail Owner;~~
- (b) the Rail Trail Owner and the Rail Trail Partners;
- (c) police, ambulance, fire, or rescue personnel while attending to emergencies or otherwise carrying out their duties of office;
- (d) a Utility for a Utility Crossing; and
- (e) a Road Authority for a Road Crossing.

7. APPLICATION FOR A PERMIT

- 7.1 A person who wishes to receive a Permit for a Crossing shall make an Application in the manner prescribed by the General Manager.
- 7.2 Every complete Application includes:
- (a) the form containing all the information prescribed by the General Manager;
 - (b) an Application Fee, if applicable; and
 - (c) a description of the Crossing, including the proposed activities and its Configuration.
- 7.3 The General Manager may defer consideration of an incomplete Application until the missing information has been supplied or a required Application Fee has been paid.
- 7.4 An incomplete Application expires after sixty (60) days.
- 7.5 No person shall submit false or misleading information as part of an Application.

8. PERMITS

- 8.1 The General Manager may issue a Permit, provided that:
- (a) the Permit Holder pays any applicable Permit Fee and provides any security required by the General Manager;
 - ~~(b) the Permit Holder of an Agricultural Crossing Permit or a Dock Permit is the Owner of land adjacent to the Rail Trail Lands;~~
 - (b) the Permit Holder of an Agricultural Crossing Permit or a Dock/Upland Permit is the Owner of land adjacent to the Rail Trail Lands;
 - ~~(c) the Application demonstrates that the Crossing is consistent with the general requirements of this Bylaw and the specific requirements for different types of Crossings in Part 9; and~~
 - (c) the Application demonstrates that the Crossing is consistent with the general requirements of this Bylaw and the specific requirements for different types of Crossings in Part 9 of this Bylaw; and
 - ~~(d) the General Manager is satisfied that the Configuration meets the Technical Guidelines and will not adversely impact the user of the Rail Trail or the Rail Trail Lands by others, including the Rail Trail Owner.~~
 - (d) the General Manager is satisfied that the Configuration meets the Technical Guidelines and will not adversely impact the use of the Rail Trail or the Rail Trail Lands by others, including the Rail Trail Owner and the

Rail Trail Partners.

9. SPECIFIC REGULATIONS FOR USES AUTHORIZED BY PERMIT

9.1 In deciding to issue a Permit pursuant to this Bylaw, the General Manager may consider the provisions of this Part.

~~9.2 The purpose of an Agricultural Crossing Permit is to support integrated and efficient Agricultural Uses that span the Rail Trail Lands. To further this purpose, the General Manager may:~~

- ~~(a) issue an Agricultural Crossing Permit to facilitate the movement of people, animals, machinery, equipment, tools, and supplies across the Rail Trail Lands in connection with an Agricultural Use, provided that the Agricultural Use is carried out on land:
 - ~~(i) adjacent to the Rail Trail Lands;~~
 - ~~(ii) in the Agricultural Land Reserve; and~~
 - ~~(iii) zoned or designated for agricultural land uses under a land use bylaw of the Regional District;~~~~
- ~~(b) authorize an incidental Encroachment as part of an Agricultural Use;~~
- ~~(c) require as part of an Application the legal description and name of the Owner of the areas adjacent to the Rail Trail Lands on which there is an integrated Agricultural Use;~~
- ~~(d) include more than one Owner as the Permit Holder, provided that an Application includes information on the relationship between the Owners; and~~
- ~~(e) issue a Permit without an expiration date.~~

9.2 The purpose of an Agricultural Crossing Permit is to support the integrated and efficient Agricultural Uses that span the Rail Trail Lands. As per Board Policy, an Agricultural Crossing Permit will not be withheld from an adjacent agricultural property. To further this purpose, the General Manager will:

- (a) issue an Agricultural Crossing Permit to facilitate the movement of people, animals, machinery, equipment, tools, and supplies across the Rail Trail Lands in connection with an Agricultural Use, provided that the Agricultural Use is carried out on land:
 - (i) adjacent to the Rail Trail Lands; and
 - (ii) within the Agricultural Land Reserve.
- (b) authorize an incidental Encroachment Permit as part of an Agricultural Use, provided that the Encroachment does not interfere with the safety or operation of the Rail Trail;

- (c) require, as part of an Application, the legal description and name of the Owner of the areas adjacent to the Rail Trail Lands on which there is an integrated Agricultural Use;
- (d) assign an Agricultural Crossing Permit to a subsequent landowner;
- (e) include more than one Owner as the Permit Holder, provided that an Application includes information on the relationship between the Owners; and,
- (f) issue a Permit at no cost and without an expiration date.

~~9.3 The purpose of a Dock Permit is to facilitate suitable and safe access, without the use of Motor Vehicles, to private docks and moorage facilities. To further this purpose, the General Manager may:~~

- ~~(a) issue a Dock Permit, provided that:
 - ~~(i) the Permit Holder is the Owner of land separated from the foreshore by the Rail Trail Lands;~~
 - ~~(ii) the Configuration meets the Technical Guidelines; and~~
 - ~~(iii) there is a related application for Crown tenure associated with the private dock or moorage facility;~~~~
- ~~(b) authorize an incidental Encroachment including the dock connection and any stairs, steps, or other means of facilitating access onto the side of the Rail Trail Lands that is opposite the foreshore;~~
- ~~(c) require as part of an Application the legal description and name of the Owner of land separated from the foreshore by the Rail Trail Lands; and~~
- ~~(d) include a statement in the Dock Permit that the Dock Permit includes the Rail Trail Owner's consent to a Crown tenure for the private dock or moorage facility.~~

9.3 The purpose of a Dock/Upland Permit is to facilitate suitable and safe access, without the use of Motor Vehicles, to private docks and moorage facilities. To further this purpose, the General Manager may:

- (a) issue a Dock/Upland Permit, provided that:
 - (i) the Permit Holder is the Owner of land separated from the foreshore by the Rail Trail Lands;
 - (ii) the Configuration meets the Technical Guidelines; and
 - (iii) there is a related application for Crown tenure associated with the private dock or moorage facility;
- (b) authorize an incidental Encroachment Permit including the dock

- connection and any stairs, steps, or other means of facilitating access onto the side of the Rail Trail Lands that is opposite the foreshore;
 - (c) require, as part of an Application, the legal description and name of the Owner of land separated from the foreshore by the Rail Trail Lands; and
 - (d) include a statement in the Dock/Upland Permit that the Dock/Upland Permit includes the Rail Trail Owner's consent to a Crown tenure for the private dock or moorage facility.
- 9.4 An Event Permit may be issued for an Event that is consistent with the purposes of the Rail Trail and on terms and conditions that are acceptable to the General Manager or as may be established in the Technical Guidelines.
- 9.5 A Miscellaneous Permit may be issued for an activity or use that is not expressly contemplated by this Bylaw, on terms and conditions that are acceptable to the General Manager, provided that the General Manager is satisfied that the activity or use:
- (a) is consistent with the purpose of this Bylaw and the intended uses of the Rail Trail; and
 - (b) does not interfere with the operation of the Rail Trail.
- ~~9.6 Provided the Permit Holder is the Owner of land adjacent to the Rail Trail Lands, a Miscellaneous Permit may be issued for:~~
- ~~(a) a Private Vehicular Crossing;~~
 - ~~(b) a Trail Side Farm Stand;~~
 - ~~(c) utility lines owned or operated by anyone other than a Utility;~~
 - ~~(d) permanent landscaping features including flower beds, irrigation systems, or other similar features;~~
 - ~~(e) retaining walls, pathways, steps, ramps, or other similar features; and~~
 - ~~(f) accessory buildings and structures, such as fences, patios, decks, pergolas, sheds, and sports courts.~~
- 9.6 Provided the Permit Holder is the Owner of land adjacent to the Rail Trail Lands, a Miscellaneous Permit may be issued for:
- (a) utility lines owned or operated by anyone other than a Utility.
- 9.7 A Miscellaneous Permit must not be issued for:
- (a) a Linear Encroachment;
 - (b) the operation of Motor Vehicles on the Rail Trail in a direction parallel to its edges, unless the Permit Holder is required to compensate the Rail Trail Owner for damages caused by the Motor Vehicles, or the Permit limits the

- operation of Motor Vehicles in a way that prevents damages to the Rail Trail;
- (c) snow storage; or
- (d) commercial signage.

9.8 A Temporary Permit may be issued for any uses that are consistent with the purposes of the Rail Trail and on terms and conditions that are acceptable to the General Manager or as may be established in the Technical Guidelines. A Temporary Permit expires after 30 days and may not be renewed.

9.9 A Utility and a Road Authority are exempt from the requirement to obtain a Temporary Permit or a Miscellaneous Permit, provided that:

- (a) the use of activity has otherwise been permitted by the Rail Trail Owner; or
- (b) activities of the Utility or Road Authority are carried out in accordance with the following:
 - (i) notice is provided to the General Manager at least 72 hours prior to the start of any work on the Rail Trail;
 - (ii) the work does not close the Rail Trail for more than 24 hours;
 - (iii) no Linear Encroachment is created; and
 - (iv) at the end of the work, the condition and the grades of the Rail Trail Lands are in the same condition as prior to the start of the work.

9.10 Provided the Permit Holder is the Owner of land adjacent to the Rail Trail Lands, an Encroachment Permit may be issued for:

- (a) permanent landscaping features including flower beds, irrigation systems, or other similar features;
- (b) retaining walls, pathways, steps, ramps, or other similar features; and
- (c) accessory buildings and structures, such as fences, patios, decks, pergolas, sheds, and sports courts.

10. DISCRETION BY GENERAL MANAGER

10.1 Items in Section 10.2, 10.3, and 10.5 will not apply to Agricultural Crossing Permits.

10.2 As a term and condition of any Permit, the General Manager may require the Permit Holder to deposit security with the Rail Trail Owner for the duration of the activity or use authorized by the Permit or to maintain insurance in the amount and with the coverages considered acceptable by the General Manager or as directed by the Technical Guidelines.

~~10.3 If the General Manager believes that a contravention of a Permit or this Bylaw has~~

~~occurred, or to address concerns for public safety or convenience arising in relation to an activity associated with the Permit, the General Manager may:~~

~~(a) — suspend, cancel, or revoke a Permit; or~~

~~(b) — amend a Permit to impose further conditions, restrictions, or requirements on a Permit Holder.~~

10.3 If the Board believes that a contravention of a Permit or this Bylaw has occurred, or to address concerns for public safety or convenience arising in relation to an activity associated with the Permit, the Board may:

(a) suspend, cancel, or revoke a Permit; or

(b) amend a Permit to impose further conditions, restrictions, or requirements on a Permit Holder.

10.4 Nothing in this Bylaw prevents the Rail Trail Owner from entering into a specific agreement or granting an interest in the Rail Trail Lands for an Encroachment, a Road Crossing, a Utility Crossing, any other Crossing, or for any purpose whatsoever that is not otherwise authorized by this Bylaw.

10.5 The General Manager may decline to issue a Permit and refer an Application to the Governance Advisory Committee, where the General Manager considers that the Rail Trail Owner's interests are better captured in a negotiated agreement.

10.6 The General Manager may authorize a transfer of a Permit where:

(a) the Permit Holder submits the form prescribed by the General Manager to request such a transfer, including all the information prescribed by the General Manager;

(b) the transfer conforms with the requirements of this Bylaw; and

(c) any fee outlined in Schedule B of this Bylaw for the transfer has been paid.

BL5873, 2023 10.7 Despite section 10.6, a Permit Holder may assign a Permit and the General Manager is deemed to have authorized the assignment where:

(a) the Permit Holder is an Owner;

(b) the Permit Holder submits any one of the following:

(i) a certificate of title confirming that the assignee of the Permit is the new Owner of the land adjacent to the Rail Trail;

(ii) a lease evidencing that the assignee of the Permit is the new lessee of land adjacent to the Rail Trail; or

(iii) documents evidencing that the assignee of the Permit is entitled to the Crown tenure adjacent to the Rail Trail;

- (c) the Permit Holder submits the form prescribed by the General Manager to request such a transfer, including all the information prescribed by the General Manager; and
- (d) any fee outlined in Schedule B of this Bylaw for the transfer has been paid.

11. APPEAL OF DECISION ON PERMIT

~~11.1 Where the General Manager refuses to issue a Permit, this decision may be appealed to the Technical Operational Committee within 30 days of the General Managers decision by:~~

- ~~(a) giving notice to Chief Administration Officer of the appeal in writing;~~
- ~~(b) providing reasons for the appeal; and~~
- ~~(c) paying of any appeal fee set out in the Fee Bylaw.~~

11.1 Where the General Manager refuses to issue a Permit, this decision may be submitted for appeal to the Board within 30 days of the General Manager's decision by:

- (a) giving notice to Chief Administrative Officer of the appeal in writing;
- (b) providing reasons for the appeal; and
- (c) paying of any appeal fee outlined in Schedule "B" of this Bylaw.

~~11.2 The appeal will be in writing and the person appealing the decision will be advised of the Technical Operational Committee's decision in writing at the conclusion of the appeal.~~

11.2 The appeal will be in writing and the person appealing the decision will be advised of the Board's decision in writing at the conclusion of the appeal.

12. TERMS AND CONDITIONS OF PERMITS

12.1 Any uses authorized by a Permit must be carried out strictly in compliance with the terms and conditions of the Permit.

12.2 After being advised of the General Manager's decision on a Permit and prior to the Effective Date of such Permit, a Permit Holder must:

- (a) pay any applicable Permit Fees;
- (b) provide any security required by the General Manager; and
- (c) submit any proof of insurance required by the General Manager.

~~12.3 It is a term and condition of every Permit issued under this Bylaw that:~~

- ~~(a) the Permit is only valid at the Crossing location identified in the Permit;~~
- ~~(b) the Permit Holder is responsible for the actions of any person carrying out activities on behalf of the Permit Holder pursuant to a Permit, including employees, contractors, invitees, and any other person with the Permit Holder's permission to use the Crossing;~~
- ~~(c) the Permit Holder shall obtain and maintain the third party liability insurance in accordance with the terms and conditions of the Permit;~~
- ~~(d) the Permit Holder shall indemnify the Rail Trail Owner in accordance with the terms and conditions of the Permit;~~
- ~~(e) the Permit Holder shall not make any alterations to the surface of the Rail Trail or construct anything within the Rail Trail Lands without the prior written permission of the General Manager;~~
- ~~(f) the Permit may be terminated by the General Manager for any reason on two year's notice to the Permit Holder;~~
- ~~(g) other than an Agricultural Crossing Permit, the Permit is effective for 10 years from the date of issuance; and~~
- ~~(h) the Permit expires on the expiry date listed on the Permit.~~

12.3 It is a term and condition of every Permit issued under this Bylaw that:

- (a) the Permit is only valid at the Crossing location identified in the Permit;
- (b) the Permit Holder is responsible for the actions of any person carrying out activities on behalf of the Permit Holder pursuant to a Permit, including employees, contractors, invitees, and any other person with the Permit Holder's permission to use the Crossing;
- (c) the Permit Holder shall obtain and maintain the third party liability insurance in accordance with the terms and conditions of the Permit;
- (d) the Permit Holder shall indemnify the Rail Trail Partners and the Splat-sin Development Corporation in accordance with the terms and conditions of the Permit;
- (e) the Permit Holder shall not make any alterations to the surface of the Rail Trail or construct anything within the Rail Trail Lands without the prior written permission of the General Manager;
- (f) minor mowing or trimming of vegetation on the Rail Trail is only permitted for a Crossing Permit, for the purposes of maintaining safe sightline distances in a Crossing area;
- (g) other than an Agricultural Crossing Permit, the Permit may be terminated by the Board for any reason on two year's notice to the Permit Holder;
- (h) other than an Agricultural Crossing Permit, the Permit is effective for the length of time indicated on the permit, starting from the date of issuance;
- (i) the Permit expires on the expiry date listed on the Permit; and

(j) the Annual Fee is due and payable on January 1st of each year of the Permit Term.

12.4 A Permit Holder must comply with all terms and conditions of a Permit as well as this Bylaw.

13. ENFORCEMENT, CONTRAVENTION AND PENALTY

13.1 This Bylaw may be enforced by the General Manager, any Regional District bylaw enforcement officer, or by any member of the Royal Canadian Mounted Police.

13.2 A person must not obstruct or interfere with any person authorized to enforce this Bylaw.

13.3 Any person who:

- (a) contravenes any provision of this Bylaw;
- (b) permits or suffers any act to be done in contravention of this Bylaw; or
- (c) neglects to do anything required under this Bylaw

commits an offence, and each day that the contravention is continued amounts to a separate offence.

13.4 A person who is guilty of an offence under this Bylaw is liable:

- (a) to pay a penalty established in a bylaw under the *Local Government Bylaw Notice Enforcement Act*;
- (b) to pay a fine of up to \$1,000 if a ticket is issued under the *CSRD Ticket Information Utilization Bylaw No. 5850, 2022*; or
- (c) to pay a fine of up to \$2,000 if proceedings are brought under the *Offence Act*.

13.5 Payment of a penalty or fine for an offence does not preclude the Regional District from seeking remedial action, costs, compensation for acts or omissions resulting in damage, loss or injury, and other remedies available by law, or from enforcement of this Bylaw by way of civil proceedings.

READ a FIRST time this 15th day of June, 2023.

READ a SECOND, as amended, time this 19th day of October, 2023.

READ a THIRD time this 19th day of October, 2023.

ADOPTED this 19th day of October, 2023.

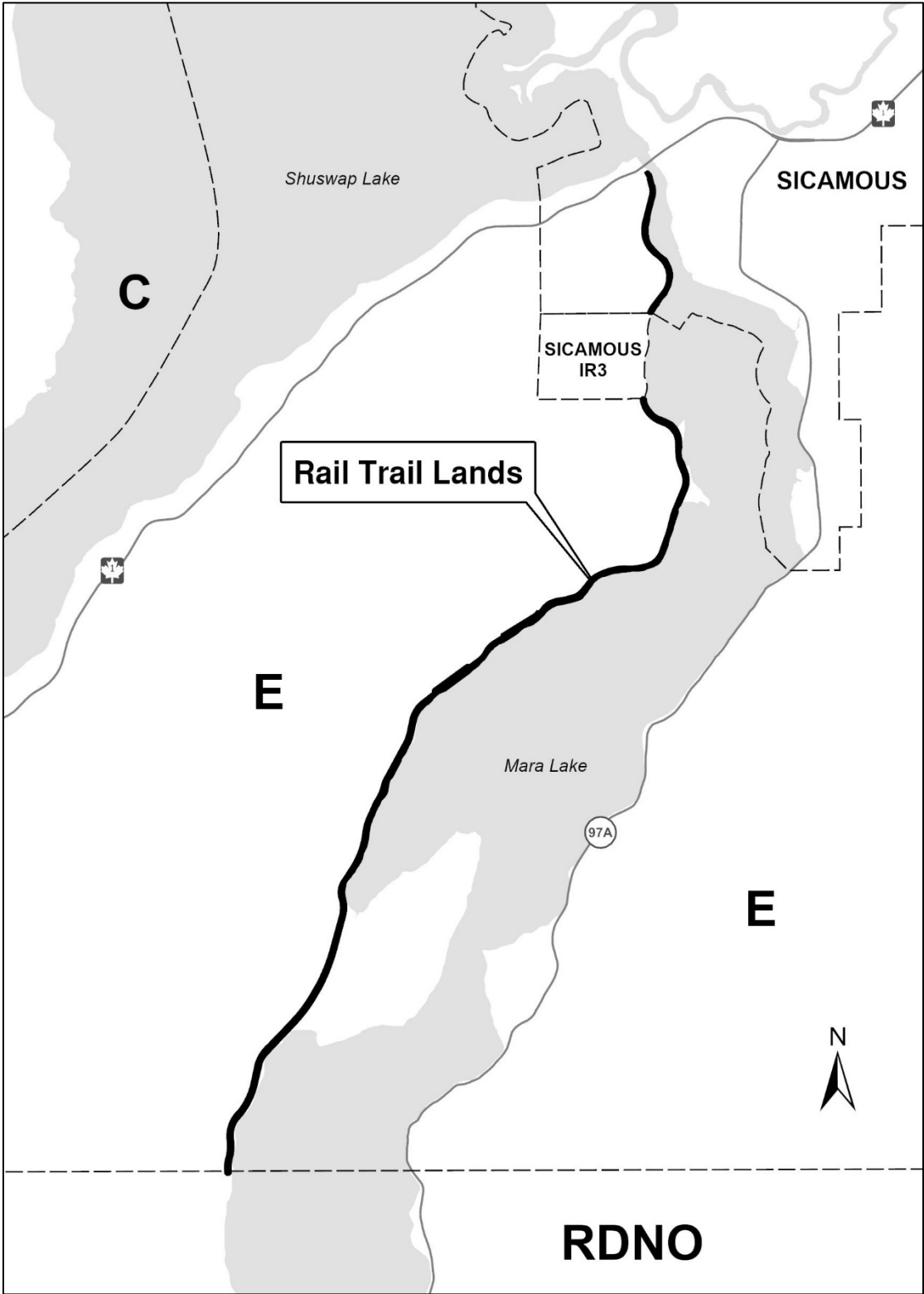
Original signed by:
Crystal Robichaud, Deputy Corporate Officer

Corporate Officer

Original signed by:
Kevin Flynn

Chair

Schedule A



Schedule B
Shuswap North Okanagan Rail-Trail Fees

	Fee Schedule*									
Permit Type	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032
Agricultural-Crossing Permit	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Dock/Upland Permit	\$1,082	\$1,114	\$1,148	\$1,182	\$1,218	\$1,254	\$1,292	\$1,331	\$1,371	\$1,412
Encroachment Permit	\$250	\$250	\$250	\$250	\$250	\$250	\$250	\$250	\$250	\$250
Event Permit	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100
Farm Sales Permit	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100
Miscellaneous-Permit	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100
Temporary Permit	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100
Vehicle Permit (Single-family)	\$250	\$250	\$250	\$250	\$250	\$250	\$250	\$250	\$250	\$250
Vehicle Permit (Multi-family/-Commercial)	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000

*Fees are effective January 1 of each year. GST to be added as applicable.

Other Fees	Fee*
Application Fee	\$0
Appeal Fee (does not apply to Agricultural Access Permit)	\$50
Transfer of Permit (does not apply to Agricultural Access Permit)	\$50

*Fees are effective January 1 of each year. GST to be added as applicable.

Schedule B Shuswap North Okanagan Rail Trail Fees

Permit Type	Annual Fee Schedule*									
	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032
Agricultural Crossing Permit	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Dock/Upland Permit	\$1,082	\$1,114	\$1,148	\$1,182	\$1,218	\$1,254	\$1,292	\$1,331	\$1,371	\$1,412
Encroachment Permit	\$250	\$250	\$250	\$250	\$250	\$250	\$250	\$250	\$250	\$250

*Fees are effective January 1 of each year of the Permit term. GST to be added as applicable.

Permit Type	Fee for the Term of the Permit*									
	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032
Event Permit	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100
Farm Sales Permit	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100
Miscellaneous Permit	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100
Temporary Permit	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100
Vehicle Permit (Single family)	\$250	\$250	\$250	\$250	\$250	\$250	\$250	\$250	\$250	\$250
Vehicle Permit (Multi-family/ Commercial)	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000

*Fees are effective for the Permit Term. GST to be added as applicable.

Other Fees	Fee
Application Fee	\$0
Appeal Fee (does not apply to Agricultural Crossing Permit)	\$50
Transfer of Permit (does not apply to Agricultural Crossing Permit)	\$50