

## COLUMBIA SHUSWAP REGIONAL DISTRICT

### BYLAW NO. 5889, 2024

#### A bylaw to amend the Shuswap North Okanagan Rail Trail Governance Bylaw No. 5865, 2023

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

1. Shuswap North Okanagan Rail Trail Governance Bylaw No. 5865, 2023, as amended, is further amended as follows:
  - 1) Amending Section 2, Interpretation, as follows:
    - a) By deleting the definition of “General Parks Regulation Bylaw” in subsection 2.1 (o) and replacing it with the new definition as follows:

“(o) **“General Parks Regulation Bylaw”** means the Columbia Shuswap Regional District Community Parks Regulation Bylaw No. 5556;
    - b) By deleting the definition of “Governance Advisory Committee” in subsection 2.1 (p) and replacing it with the new definition as follows:

“(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;”
    - c) By deleting the definition of “Permit” in subsection 2.1 (v) and replacing it with the new definition as follows:

“(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);”
    - d) By deleting the definition of “Permit Fee” in subsection 2.1 (w) and replacing it with the new definition as follows:

“(w) **“Permit Fee”** means the fee outlined in Schedule “B” of this Bylaw that is payable when a Permit is issued under this Bylaw;”

- e) By deleting the definition of “Rail Trail Owner” in subsection 2.1 (bb) and replacing it with the new definition as follows:

“(bb) **“Rail Trail Owner”** means, collectively the Columbia Shuswap Regional District, the Regional District of North Okanagan, and the Splat sin Development Corporation;”
  - f) By inserting the new definition for “Rail Trail Partner” after subsection 2.1 (bb) as follows:

“(cc) **“Rail Trail Partner”** 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.1-5);”
  - g) Re-alphabetizing the remaining subsections of 2.1.
  - h) By deleting the definition of “Technical Operational Committee” in subsection 2.1 (jj) and replacing it with the new definition as follows:

“(jj) **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:”
  - i) By deleting “and” after the “;” in subsection 2.1 (mm).
  - j) By deleting “.” in subsection 2.1 (nn) and replacing it with “; and”.
- 2) Amending Section 4, Delegation of Authority, as follows:
- a) By deleting subsection 4.3 (b) and replacing it with the new subsection 4.3 (b) as follows:

“4.3 (b) install or caused to be installed signage along the Rail Trail with input from Rail Trail Owners;”
  - b) By deleting subsection 4.3 (c) and replacing it with the new subsection 4.3 (c) as follows:

“4.3 (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 with input from Rail Trail partners; also ensuring that a registered professional archaeologist is contacted prior to any ground disturbance if applicable;”

- 3) Amending Section 5, General Regulations, as follows:
  - a) By inserting the following subsection 5.3 (f) after subsection 5.3 (e) as follows:

“(f) not cause any negative impacts on nearby landowners or agricultural operations;”
  - b) Re-alphabetizing the remaining subsections of 5.3.
- 4) Amending Section 6 Prohibitions, as follows:
  - a) By deleting subsection 6.3 (b) in its entirety and replacing it with the new subsection 6.3 (b) as follows:

“6.3 (b) the Rail Trail Owner and the Rail Trail Partners;”
- 5) Amending Section 8, Permits, as follows:
  - a) By deleting subsection 8.1 (b) in its entirety and replacing it with the new subsection 8.1 (b) as follows:

“8.1 (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;”
  - b) By deleting subsection 8.1 (c) in its entirety and replacing it with the new subsection 8.1 (c) as follows:

“8.1 (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”
  - c) By deleting subsection 8.1 (d) in its entirety and replacing it with the new subsection 8.1 (d) as follows:

“8.1 (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.
- 6) Amending Section 9, Specific Regulations for Uses Authorized by Permit, as follows:
  - a) By deleting subsection 9.2 in its entirety and replacing it with the new subsection 9.2 as follows:

“9.2 The purpose of an Agricultural Crossing Permit is to support 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.”
- b) By deleting subsection 9.3 in its entirety and replacing it with the new 9.3 as follows:
- “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.”
- c) By deleting subsection 9.6 in its entirety and replacing it with the new 9.6 as follows:
- “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.”
- d) By inserting a new subsection 9.10 following subsection 9.9 as follows:
- “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.”

7) By amending Section 10, Discretion by General Manager, as follows:

- a) By deleting subsection 10.3 and replacing it with the new subsection 10.3 as follows:

“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.”

8) By amending Section 11, Appeal of Decision on Permit, as follows:

- a) Deleting subsection 11.1 and replacing it with the new subsection 11.1 as follows:

“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.”

- b) Deleting subsection 11.2 and replacing it with the new subsection 11.2 as follows:

“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.”

9) By amending Section 12, Terms and Conditions of Permits, as follows:

- a) Deleting subsection 12.3 and replacing it with the new 12.3 as follows:

“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 Splatsin 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 1<sup>st</sup> of each year of the Permit Term.

10) By deleting Schedule B in its entirety and replacing it with the new Schedule B attached.

2. This Bylaw may be cited as "Rail Trail Governance Amendment Bylaw No. 5889, 2024".

READ a first time this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

READ a second time this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

READ a third time this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
Corporate Officer

\_\_\_\_\_  
Chair

CERTIFIED a true copy of Bylaw No. 5889, 2024, as adopted

\_\_\_\_\_  
Corporate Officer

**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 |