



Shuswap North Okanagan Rail Trail

MYTH vs. FACT

Representatives of the Columbia Shuswap Regional District (CSRD) have recently and repeatedly made claims in media that simply are not supported by the facts surrounding the *Sicamous to Armstrong Rail Trail*. Read those claims (and the truth) here:

NOVEMBER 23, 2021

- 1) **MYTH:** CSRD plans to build a “rail trail” or “linear park” along the western shore of Mara Lake for the walking enjoyment of all members of the community.

FACT: CSRD is **not** building a walking trail. It is **re-building the railway** – construction, tracks, trains, and all. And in order for that railway to operate safely (as defined by CSRD), no one will be permitted to walk on or across it. The crossing agreement CSRD seeks to impose on upland owners specifically says:

2.1 - The Licensee acknowledges that the Licence Area is situated within the Owner's Lands, a portion of which is used to actively operate a public trail, and which the Owner may in the future, utilize as part of a transportation corridor (such as for commuter rail) and that the Owner's ability to safely and efficiently operate same is paramount [emphasis added].

NOVEMBER 18, 2021

- 2) **MYTH:** The agreements CSRD seeks to impose on upland owners are ‘virtually the exact same agreement’ and ‘softer’ than those proposed by Canadian Pacific (CP) Rail to govern dock access.

FACT: A simple side-by-side comparison of the previous CP and new CSRD agreements immediately reveals the CSRD version is neither the same nor ‘softer’.



Words matter and in making precisely **918** individual changes, CSRD has drastically altered the content and meaning of these agreements – while claiming not to have done so. For example:

- The CSRD version says at clause 3.3 that renewal of a license to access docks will occur at the sole “and absolute” discretion of the Owner, based on “...any other factors deemed relevant by the Owner.” This language was not in the CP agreement. No reasonable person would sign something so open-ended: “any other factors deemed relevant” could mean something as arbitrary as the colour of the upland owner’s eyes and means a license renewal could be declined by CSRD arbitrarily or on a whim.
- CSRD has deleted a key clause which was present in the CP agreements providing “upland consent to interfere with its riparian rights” at clause 5.1. There can be no more a stark a signal of CSRD’s intent to cause docks to be pulled from the water at the earliest opportunity. In the past, CP actually asked Upland Owners to participate in beautifying the rail area with gardens. In the future, CSRD will call any such activity ‘trespass’.
- The CSRD agreement [at Clause 7.2] allows the regional district to assign large costs to Upland Owners without any proof that they should be responsible for them:
 - (e) any and all claims, suits, demands, awards, actions, proceedings, losses, costs, damages or expenses (including legal costs on a solicitor and own client basis) suffered or incurred by the Owner that arise out of, result from, are based upon or are in any way caused by a Pollutant or hazardous substance.
- For a full-text comparison of the old CP and new CSRD agreements visit: www.bcdockowners.ca/documents.

3) **MYTH:** No docks are going to be removed.

FACT: CSRD’s entire approach to docks has been hostile, high-handed, and aggressive, with the Chief Administrative Officer of CSRD telling one upland owner, “Why do you believe you deserve a dock?” and “Why don’t all people on Earth get a dock?” The reality is that CSRD’s view of docks, motorboats, and seemingly all motorized outdoor activity will mean that docks will be ordered removed from the water at the earliest opportunity. CSRD has already attempted (unsuccessfully) to sue an upland owner for trespass related to a dock.



The reality is that CSRD is already engaged in impeding or delaying approvals for dock use by Upland Owners and has transmitted letters to the Province asking the province not to issue any such approvals. To remove any doubt about its future intentions toward docks, CSRD deleted a key clause present in the previous CP agreement granting “Upland Consent” for the placement of a dock:

~~1.1 In addition to this Licence, the Licensor grants its Upland Consent for the placement of a dock fronting its Lands and shown more particularly on the attached Schedule "A".~~

4) MYTH: Upland owners want to “own” public lands (i.e., the rail trail).

FACT: No upland owner wants to own, control, or interfere in any way with public land owned by the people of the Columbia Shuswap Regional District. Instead, upland owners seek only the ability to cross the rail trail to make reasonable use of the docks they own and expected to use when they purchased their upland properties. Many such docks have been present for decades, without problem, incident, or dispute. CSRD’s approach to docks has, from the outset, been a heavy-handed solution in search of a problem that does not exist. For decades, the use of docks on Mara Lake has in no way interfered with operations on the rail bed.

In fact, in May 2021, Upland Owners made an offer to help build the trail for public use and fully preserving public ownership. They offered to contribute 50% of all costs, provided the District of Sicamous was permitted to manage the crossing agreements for Upland Owners. This offer was rejected out of hand, despite this project being something on which CSRD has had significant difficulty raising funds.

Similarly, in October of 2020 and August of 2021, the District of Sicamous made proposals to CSRD to assume a long-term lease of that portion of the rail trail within its jurisdiction and to manage the Upland Owner crossing agreements. This too was rejected by CSRD officials without public discussion or debate.

5) MYTH: CSRD officials have worked diligently to address the concerns of Upland Owners and the community at large.

FACT: 29 Letters of Concern from Upland Owners were transmitted to the Columbia Shuswap Regional District. These were downgraded by CSRD staff to



**BC
Dock
Owners
Coalition**

mere “correspondence” and not presented to the Board at all. The BC Dock Owners Coalition has yet to receive a response to its correspondence with CSRD of October 27, 2021. The Coalition wishes to meet with the CSRD board at the earliest opportunity to work toward a resolution to the present matter.