



# ALBERNI-CLAYOQUOT REGIONAL DISTRICT

Committee-of-the-Whole Meeting  
Wednesday, June 24, 2026  
Zoom/Board Room (Hybrid)-3008 Fifth Avenue, Port Alberni, BC  
10:00 AM

## Regular Agenda

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### 1. CALL TO ORDER

#### **Recognition of First Nation Traditional Territories.**

Notice to attendees and delegates that this meeting is being recorded and livestreamed to YouTube on the Regional District Website.

Introductions- Committee Members and Staff present in the Boardroom and on Zoom.

### 2. APPROVAL OF AGENDA

*(ALL DIRECTORS, 2/3 majority vote)*

***THAT the Committee-of-the-Whole adopt the agenda as circulated.***

### 3. DECLARATIONS

*(conflict of interest)*

### 4. INVITED PRESENTATIONS

### 5. DELEGATIONS

### 6. ADOPTION OF MINUTES

#### a. Committee-of-the-Whole Meeting — May 21, 2026

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Motion:

***THAT the minutes of the Committee-of-the-Whole meeting held on May 21, 2026 be adopted.***

7. **PUBLIC INPUT PERIOD (15 minute maximum)**

*(Public will be permitted to speak for up to 3 minutes on an agenda item. No video, use of presentations, handouts, or props are permitted. Virtual attendees, raise your hand in Zoom to request to speak. In-person attendees, raise your hand to request to speak).*

8. **CORRESPONDENCE FOR INFORMATION**

9. **CORRESPONDENCE FOR ACTION**

10. **REQUEST FOR DECISION REPORTS**

a. **Log Train Trail Draft Licence of Occupation Agreement**

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Motion:

***THAT the Committee of the Whole recommend that the Alberni-Clayoquot Regional District Board of Directors approve the draft Licence of Occupation for the Log Train Trail corridor as presented and pending clarification and confirmation from the province regarding: the sufficiency of existing parking arrangements; the drainage obligations of the ACRD for pre-existing bridges, culverts, ditches, and other infrastructure installed by forestry or industrial users prior to the licence; the removal or mitigation of the reference to Maebelle Parking Lot; and the Provincial expectations at expiry in terms of removal of improvements, surface restoration, and returning the licence area to a “condition acceptable to the Province.”.***

11. **REPORTS**

a. **STAFF REPORTS**

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Parks Services 2025 Annual Report

Motion:

***THAT the Committee-of-the-Whole receive the staff report.***

12. **OTHER BUSINESS (including Late Items)**

*(Late Items are defined as matters arising after the preparation of the agenda which, if not acted upon in a timely manner, would prejudice or compromise either the Regional District's position or the position of a constituent or group of constituents).*

13. **QUESTION PERIOD (15 minute maximum)**

*(Public will be permitted to ask questions for up to 3 minutes on an agenda item. No video, use of presentations, handouts, or props are permitted. Virtual attendee, raise your hand in Zoom to request to speak. In-person attendees, raise your hand to request to speak).*

**14. IN CAMERA**

Motion to close the meeting to the public as per the Community Charter, section(s):

- i. 90 (1) (c): labour relations or other employee relations

**15. REPORT OUT - RECOMMENDATIONS FROM IN-CAMERA**

**16. ADJOURN**



## ALBERNI-CLAYOQUOT REGIONAL DISTRICT

### MINUTES OF THE COMMITTEE-OF-THE-WHOLE MEETING HELD ON THURSDAY, MAY 21, 2026, 10:00 AM

Hybrid - Zoom/Board Room, 3008 Fifth Avenue, Port Alberni, BC

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- DIRECTORS PRESENT:** John Jack, Chairperson, Chief Councillor, Huu-ay-aht First Nations  
Debbie Haggard, Vice-Chair, Councillor, City of Port Alberni  
Bob Beckett, Director, Electoral Area "A" (Bamfield)  
Fred Boyko, Director, Electoral Area "B" (Beaufort)  
Vaida Siga, Director, Electoral Area "C" (Long Beach)  
Penny Cote, Director, Electoral Area "D" (Sproat Lake)  
Susan Roth, Director, Electoral Area "E" (Beaver Creek)  
Mike Sparrow, Director, Electoral Area "F" (Cherry Creek)  
Sharie Minions, Mayor, City of Port Alberni  
Marilyn McEwen, Mayor, District of Ucluelet  
Tom Stere, Councillor, District of Tofino  
Levana Mastrangelo, Executive Legislator, Yuułu?if?ath Government
- REGRETS:** Moriah Cootes, Councillor, Uchucklesaht Tribe Government  
Kirsten Johnsen, Member of Council, Toquaht Nation
- STAFF PRESENT:** Shane Koren, Acting Chief Financial Officer  
Janice Hill, Executive Assistant  
Jenny Brunn, General Manager of Community Services

The meeting can be viewed on the Alberni-Clayoquot Regional District website at:  
<https://www.acrd.bc.ca/events/21-5-2026/>

#### **1. CALL TO ORDER**

The Chairperson called the meeting to order at 10:00 am.

The Chairperson recognized this meeting is being held throughout the Nuu-chah-nulth territories.

The Chairperson reported this meeting is being recorded and livestreamed to YouTube on the Regional District website.

Introductions - Committee Members and Staff present in the Boardroom and via Zoom.

#### **2. APPROVAL OF AGENDA**

*The Motion was MOVED and SECONDED*

*THAT the agenda be approved as circulated.*

**CARRIED UNANIMOUSLY**

**3. DECLARATIONS**

**4. INVITED PRESENTATIONS**

**5. DELEGATIONS (10 minute maximum)**

**6. ADOPTION OF MINUTES**

**a. Committee-of-the-Whole Meeting – Wednesday, May 13, 2026**

*The Motion was MOVED and SECONDED*

*THAT the minutes of the Committee-of-the-Whole meeting held on Wednesday, May 13, 2026 be adopted.*

**CARRIED UNANIMOUSLY**

**7. PUBLIC INPUT PERIOD**

**8. CORRESPONDENCE FOR INFORMATION**

**9. CORRESPONDENCE FOR ACTION**

**10. REQUEST FOR DECISION REPORTS**

**a. Request for Decision regarding 2026 Grants-in-Aid Applications —  
Regional Category**

*The Motion was MOVED and SECONDED*

*THAT the Committee of the Whole recommend that the ACRD Board of Directors award a grant-in-aid in the amount of \$2,500 in 2026 to the Alberni District Fall Fair Association.*

**CARRIED UNANIMOUSLY**

*The Motion was MOVED and SECONDED*

*THAT the Committee of the Whole recommend that the ACRD Board of Directors award a grant-in-aid in the amount of \$6000 in 2026 to the Westcoast Inland Search & Rescue.*

**CARRIED UNANIMOUSLY**

*The Motion was MOVED and SECONDED*

*THAT the Committee of the Whole recommend that the ACRD Board of Directors award a grant-in-aid in the amount of \$6000 in 2026 to the Alberni Valley Rescue Squad.*

**CARRIED UNANIMOUSLY**

*The Motion was MOVED and SECONDED*

*THAT the Committee of the Whole recommend that the ACRD Board of Directors award a grant-in-aid in the amount of \$5000 in 2026 to the Alberni Valley Makerspace, noting that \$2300 will be coming from Beaver Creek Electoral Area grants-in-aid.*

**CARRIED UNANIMOUSLY**

*The Motion was MOVED and SECONDED*

*THAT the Committee of the Whole recommend that the ACRD Board of Directors award a grant-in-aid in the amount of \$2500 in 2026 to the Vancouver Island North Film Commission.*

**CARRIED**

*The Motion was MOVED and SECONDED*

*THAT the Committee of the Whole recommend that the ACRD Board of Directors award a grant-in-aid in the amount of \$3500 in 2026 to the Alberni Athletics Soccer Club.*

**CARRIED**

*The Motion was MOVED and SECONDED*

*THAT the Committee of the Whole recommend that the ACRD Board of Directors deny a grant-in-aid in the amount of \$5000 in 2026 to the BC Wildlife Federation.*

**CARRIED UNANIMOUSLY**

*The Motion was MOVED and SECONDED*

*THAT the Committee of the Whole recommend that the ACRD Board of Directors award a grant-in-aid in the amount of \$6000 in 2026 to the Alberni Valley Hospice Society.*

**CARRIED**

*The Motion was MOVED and SECONDED*

*THAT the Committee of the Whole recommend that the ACRD Board of Directors award a grant-in-aid in the amount of \$5800 in 2026 to the Tseshaht Lightning contingent on obtaining Society Status by the end of September 30, 2026.*

**CARRIED UNANIMOUSLY**

*The Motion was MOVED and SECONDED*

*THAT the Committee of the Whole recommend that the ACRD Board of Directors deny the late application received for a grant-in-aid for \$5500 in 2026 to the Port Alberni Shelter Society.*

**CARRIED UNANIMOUSLY**

*The Motion was MOVED and SECONDED*

*THAT the Committee of the Whole recommend that the ACRD Board of Directors direct staff to develop a recategorization mechanism for grant-in-aid applications, including a process to evaluate proposed categories; AND THAT the grant-in-aid application be updated to require applicants to describe how their application aligns with and benefits the selected category; AND FURTHER THAT the proposed mechanism be brought back to the Committee of the Whole for review and approval.*

**CARRIED UNANIMOUSLY**

**11. REPORTS**

**12. OTHER BUSINESS (including Late Items)**

**13. QUESTION PERIOD**

**14. ADJOURN**

*The Motion was MOVED and SECONDED*

*THAT this meeting be adjourned at 11:31 am.*

**CARRIED UNANIMOUSLY**

Certified Correct:

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John Jack,  
Chairperson

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Janice Hill,  
Executive Assistant



**To:** Committee of the Whole

**From:** Michael McGregor, Lands and Resources Coordinator

**Meeting Date:** June 24, 2026

**Subject:** Log Train Trail Draft Licence of Occupation Agreement

**Recommendation:**

***THAT the Committee of the Whole recommend that the Alberni-Clayoquot Regional District Board of Directors approve the draft Licence of Occupation for the Log Train Trail corridor as presented and pending clarification and confirmation from the province regarding: the sufficiency of existing parking arrangements; the drainage obligations of the ACRD for pre-existing bridges, culverts, ditches, and other infrastructure installed by forestry or industrial users prior to the licence; the removal or mitigation of the reference to Maebelle Parking Lot; and the Provincial expectations at expiry in terms of removal of improvements, surface restoration, and returning the licence area to a "condition acceptable to the Province."***

**Desired Outcome:**

The desired outcome is for the Committee of the Whole to recommend Board approval of the draft Licence of Occupation for the Log Train Trail corridor, so that the ACRD can proceed with the updated tenure arrangement with the Ministry of Transportation and Transit.

**Summary:**

The Ministry of Transportation and Transit (MOTT) has provided the ACRD with a draft Licence of Occupation of Provincial Public Highway for the Log Train Trail corridor. The draft agreement would replace the original 1993 recreational lease and would establish a new tenure framework for the ACRD's continued use and occupation of the provincial corridor for public recreational trail and parking purposes. The proposed licence has a term commencing July 1, 2026 and ending June 30, 2031, with the possibility of renewal by agreement between the parties. Unlike the 1993 lease, which was deemed to renew automatically on a continuing four-year basis unless terminated, the draft 2026 Licence does not provide for automatic renewal. Instead, the proposed licence would expire on June 30, 2031 and could only be renewed by mutual agreement, at which time the parties may also review and amend its provisions. The fee under the draft licence is \$250.00 plus GST, payable on the commencement date.

The draft licence reflects the split-use approach previously discussed by the Board, including permitting outdoor recreational vehicles and non-motorized vehicles on the northern section and non-motorized vehicles only within the southern section. The licence also confirms that the ACRD would not receive exclusive use or occupancy of the land. Compared with the original 1993 lease, the draft licence includes

a number of detailed obligations for the ACRD. Staff have completed an initial review of the draft Licence of Occupation and believe it prudent to bring to Committee for consideration. Staff have identified several provisions where additional understanding and/or clarification from the Province would be helpful to achieve support by the Board. However, the Board may have a differing view.

**Background:**

The Log Train Trail corridor is owned by MOTT, and the ACRD has held tenure over the corridor since 1993 under a recreational lease for trail purposes. The original lease permitted use of the corridor as an interim recreational trail within a park corridor, required the tenant to provide safe off-road parking approved by the Landlord, and required the premises to be left in a “neat and tidy condition” at termination, with improvements removable if requested by the Landlord. Any improvements left in place for more than 90 days after expiry or cancellation were forfeited to the Landlord.

In 2023, the ACRD approved the updated Log Train Trail Management Plan, which identified adjustment of the provincial tenure as a key implementation action in order to formally address recreational motorized use within portions of the corridor. Following this, MOTT advised that support for recreational motorized use would require a formal enforcement framework. This led to development of the Log Train Trail Regional Park Regulation Bylaw and the split-use model direction made at the November 12, 2025 Board meeting where the Board directed staff to proceed with Option 5 — a split-use model with a northern motorized section and a southern non-motorized section — and to develop the appropriate enforcement management plan, as required by MOTT.

The draft licence received from MOTT gives legal effect to the trail use contemplated through that process, but it also introduces a different tenure model and more clearly defined obligations than those found in the 1993 lease. The draft licence includes detailed provisions requiring the ACRD to maintain the land and improvements in a safe, clean and sanitary condition, comply with environmental laws, maintain insurance, provide and maintain off-road parking at trailhead locations, maintain drainage courses and associated infrastructure, and restore the land at the end of the term to a condition acceptable to the Province.

The draft 2026 Licence provides clearer language on responsibilities that have existed under the ACRD’s tenure since 1993, such as trail upkeep, parking, drainage, insurance, and end-of-term surrender of the corridor; however, the draft licence defines these obligations in greater detail and, in some areas, appears to broaden the ACRD’s responsibilities, particularly with respect to environmental liability, drainage infrastructure, and end-of-term restoration.

Staff have compared the draft licence against the 1993 lease and identified several provisions where additional plain-language clarification from MOTT would assist with future implementation and Board understanding. Staff are awaiting confirmation from MOTT on these items and will include confirmation of these items in the July 22, 2026, Board report. The most significant questions relate to:

- whether existing parking arrangements are considered sufficient or whether development of new parking facilities is expected;
- whether drainage obligations extend to pre-existing bridges, culverts, ditches, and other infrastructure installed by forestry or industrial users prior to the licence;
- whether the Schedule reference to Maebelle Parking Lot is intended to remain, given that it does not directly provide access to the ACRD portion of the Log Train Trail; and
- what the Province expects at expiry in terms of removal of improvements, surface restoration, and returning the licence area to a “condition acceptable to the Province.”

If conditional approval is recommended by the COW, staff plan to bring the LOA and the Regulatory Bylaw for approval as early as the July 22<sup>nd</sup> Board of Directors meeting.

#### **Time Requirements – Staff & Elected Officials:**

Review and administration of the draft Licence of Occupation, including follow-up with the Ministry of Transportation and Transit and coordination of Board approval and execution, is estimated to require approximately 20 to 30 hours of staff time. Should the agreement be approved, additional implementation and administrative requirements arising under the licence would be incorporated into ongoing operational work. These staff time requirements are anticipated within the current work plan.

If the agreement is approved, implementation of the operational obligations arising under the Licence of Occupation is estimated to require approximately 40 to 60 hours of staff time during the initial implementation period. This would include administrative coordination and operational follow-up associated with items such as parking management, signage updates, inspections and reporting, and drainage-related coordination, and is anticipated within the current work plan.

#### **Financial:**

Existing funding within the operations budget has been allocated to support board directed operational responsibilities for the Log Train Trail corridor, including a Level of Service 4 for the trail corridor and a Level of Service 3 for bridge infrastructure.

The draft Licence of Occupation includes a fee of \$250.00 plus GST payable on the commencement date and continues to assign responsibility to the ACRD for a range of operational and lifecycle obligations associated with the corridor, including maintenance of the land and improvements, insurance, drainage-related responsibilities, and end-of-term removal or restoration requirements.

At this time, no additional capital funding has been allocated for potential future costs associated with parking improvements, additional drainage infrastructure, or end-of-term restoration or removal obligations that may arise under the agreement. These items would need to be considered through future budget planning processes if and when they are required.

#### **Strategic Plan Implications:**

Approval of the draft Licence of Occupation supports the 2024–2027 Strategic Plan, specifically:

- **Strategy 1.1** – Enhanced indoor and outdoor recreation facilities and services

#### **Policy or Legislation:**

The draft Licence of Occupation is proposed under section 62 of the Transportation Act, which authorizes the Province to permit use and occupation of a provincial public highway. The underlying land is described in the draft licence as provincial public highway land in respect of which the BC Transportation Financing Authority holds the Province's right and title to the soil and freehold.

The licence must also be considered in the broader context of the ACRD's responsibilities for operation and management of the Log Train Trail as a regional park corridor, including implementation of the Log

Train Trail Management Plan and related regulatory work undertaken through the Log Train Trail Regional Park Regulation Bylaw process.

**Alternative Options Considered:**

Should the Committee choose to not move forward with the staff recommendation provided, the following are potential options:

**Option A: Seek Further Clarification Prior to Board Approval**

Direct staff to obtain further clarification from the Ministry of Transportation and Transit on specific provisions of the draft Licence of Occupation, including parking obligations, drainage infrastructure, mapping, and end-of-term restoration requirements, and return the matter to the Board for further consideration prior to execution. This option would provide additional certainty regarding implementation and future obligations, but may delay completion of the tenure update.

**Option B: Decline to Proceed with the Draft Licence**

Decline to proceed with the draft Licence of Occupation at this time. This option would maintain the status quo under the existing tenure framework pending further discussion with MOTT; however, it could delay implementation of the updated trail use framework and related lease and regulatory objectives associated with the Log Train Trail Management Plan

Submitted by: *Jenny Brunn*  
Jenny Brunn, General Manager of Community Services

Reviewed by: *Cynthia Dick*  
Cynthia Dick, General Manager of Administrative Services

Approved by: *Daniel Sailland*  
Daniel Sailland, MBA, Chief Administrative Officer



THIS AGREEMENT is made under section 62 of the *Transportation Act* and is dated for reference May 20, 2026.

BETWEEN:

**HIS MAJESTY THE KING IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA**, as represented by the minister responsible for the *Transportation Act*

(the "Province")

AND

**ALBERNI – CLAYOQUOT REGIONAL DISTRICT**

(the "Licensee")

WHEREAS:

- A. The Land is a provincial public highway (as defined in the *Transportation Act*) and, in accordance with section 58 of the *Transportation Act*, the BCTFA holds all of the Province's right and title in and to the soil and freehold of the Land.
- B. The Province may, pursuant to subsections 58(3) and 62(1) of the *Transportation Act* authorize any person to use or occupy a provincial public highway.
- C. The Licensee wishes to use and occupy the Land for a recreational trail (the "Trail") and the Province has agreed to permit it to do so in accordance with the terms and conditions of this Agreement.

For valuable consideration, the parties agree as follows:

**ARTICLE 1 - DEFINITIONS**

1.1 In this Agreement,

**"Agreement"** means this licence of occupation;

**"BCTFA"** means BC Transportation Financing Authority, a corporation continued under the *Transportation Act*;

**"Commencement Date"** means July 1, 2026;

**"Contaminants"** means any chemicals, materials or substances regulated under Environmental Laws or which cause all or any part of the Land or any user or occupant of the Land to be in violation of any Environmental Laws;

**"Environmental Claims"** means any and all enforcement, clean-up, removal, remedial, or other governmental or regulatory actions pursuant to any Environmental Laws;

**"Environmental Laws"** means any local, provincial or federal laws, rules, ordinances, regulations, orders or other edicts having the force of law relating to the environment or environmental conditions on, under or about the Land including, without limitation, soil, groundwater, and indoor and ambient air conditions;

**"Fee"** means the fee set out in Article 3;

**"Improvements"** includes anything made, constructed, erected, built, altered, repaired or added to, in, on or under the Land, and attached to it or intended to become a part of it, and also includes any clearing, excavating, digging, drilling, tunnelling, filling, grading or ditching of, in, on or under the Land, by the Licensee, or forming part of the Trail or facilitating the use of the Land for the Trail, including geotechnical stability, and riparian and storm water management works;

**"Land"** means the portion of right of way shown in green dotted line on the attached Schedule "A" to this Agreement;

**"Permitted Use"** means construction and operation of a public recreational trail and parking, including use by the public thereof. Outdoor Recreational Vehicles and non motorized vehicles will be permitted within the Beaufort Electoral Area. Only non motorized vehicles will be permitted within the Cherry Creek Electoral District;

**"Realty Taxes"** means all taxes, rates, levies, duties, charges and assessments lawfully levied or charged, at any time, by any competent governmental authority which relate to the Land, the Improvements or both of them;

**"Term"** means the period of time set out in section 2.2; and

**"Trail Management Plan"** means the management plan and includes all amendments to and replacements of that plan as well as the Trail access points of Maebelle Parking lot, Andrews Lane, Horne Lake Road, Desmond Road and Woolsey Road, a copy of which is attached as Schedule "B" to this Agreement.

## ARTICLE 2 - GRANT AND TERM

- 2.1 On the terms and conditions set out in this Agreement, the Province grants the Licensee a licence of occupation over the Land for the purpose of park access, parking and recreational trail use and for no other purpose unless agreed to in writing by the Province and the Licensee acknowledges that this Agreement does not grant it the exclusive use and occupancy of the Land.
- 2.2 The term of this Agreement commences on the Commencement Date and terminates on June 30, 2031, or such earlier date provided for in this Agreement.
- 2.3 This agreement may be renewed and the Term extended by agreement between parties. At the time of any such renewal, the parties will review the terms of this Agreement and may agree to amend its provisions.
- 2.4 If, after termination of this Agreement, the Province permits the Licensee to remain in possession of the Land, the Licensee will be a monthly licensee subject to all of the provisions of this Agreement, except as to duration, in the absence of a written agreement to the contrary.

## ARTICLE 3 - FEE

- 3.1 The Licensee will pay to the BCTFA **\$250.00** plus GST (equalling **\$262.50**) payable in advance on the Commencement Date together with the tax imposed under Part IX of the *Excise Tax Act* (Canada) which is payable on that amount.

**ARTICLE 4 - COVENANTS**

- 4.1 The Licensee must
- (a) pay, when due,
    - (i) the Fee to the Province at the address set out in Article 10,
    - (ii) the Realty Taxes, and
    - (iii) all charges for electricity, gas, water and other utilities supplied to the Land;
  - (b) deliver to the Province, immediately upon demand, receipts or other evidence of the payment of Realty Taxes and all other money required to be paid by it under this Agreement;
  - (c) observe, abide by and comply with
    - (i) all applicable laws, bylaws, orders, directions, ordinances and regulations of any competent governmental authority in any way affecting the Land and the Improvements, or their use and occupation, and
    - (ii) the provisions of this Agreement;
  - (d) keep the Land and the Improvements in a safe, clean and sanitary condition, including regular inspection of the Trail and Improvements, litter removal, brush removal, signage, monitoring of trail conditions, trail safety and communications satisfactory to the Province, and at its written request, make the Land and the Improvements safe, clean and sanitary;
  - (e) enforce local government by-laws as they relate to subsection 2.1, and as required by the Licensee to ensure the safety of the general public and Improvements;
  - (f) deliver to the Province copies of all significant inspection reports received by the Licensee within 60 days of being finalized, with respect to the Trail, Land or Improvements;
  - (g) the Province and Licensee may, upon mutual agreement, conduct a joint inspection on the Trail, Land, and Improvements, with no set recurring interval during the Term;
  - (h) not commit any wilful or voluntary waste, spoil or destruction on the Land or do anything on the Land that may be or become a nuisance or annoyance to an owner or occupier of land in the vicinity of the Land;
  - (i) use and occupy the Land only in accordance with and for the purposes set out in section 2.1;
  - (j) not construct, place or affix any Improvement on or to the Land except as necessary for the purposes set out in section 2.1;
  - (k) be responsible at its cost for the construction or improvement of any Improvements;
  - (l) consult the Province regarding the construction or improvement of any major infrastructure projects relating to the Trail;
  - (m) notify the Province when encroachments from adjacent land uses or activities are identified. The Licensee will take appropriate actions towards resolving encroachments and will address any ongoing encroachment problems in the Trail Management Plan;

- (n) pay all accounts and expenses as they become due for labour or services performed on, or materials supplied to, the Land except for money that the Licensee is required to hold back under the Builders Lien Act;
- (o) cut or remove timber on or from the Land
  - (i) only to address an unsafe condition or for the purposes set out in section 2.1, and
  - (ii) in accordance with an agreement issued to it under the *Forest Act* to permit the harvest of Crown timber on the Land unless the minister responsible for the *Forest Act* permits the harvest of timber on the Land without the issuance of an agreement under the *Forest Act*;
- (p) permit the Province, or its authorized representatives, to enter on the Land at any time to inspect the Land and the Improvements;
- (q) The Licensee will, at its sole cost and expense:
  - (i) comply with all Environmental Laws;
  - (ii) not deposit or release or permit the deposit or release of any Contaminants on, under, about or from the Land or Improvements;
  - (iii) not store or permit to be stored on or in the Land or Improvements anything that is of a dangerous, hazardous, inflammable or explosive nature or anything that would have the effect of increasing insurance costs or leading to the cancellation of any insurance with respect to the Land or Improvements;
  - (iv) after the commencement of the Term, and immediately on being made aware, notify the Province in writing, of the existence of any Environmental Claim or any Contaminants on the Land or Improvements, or any discharges, emissions, migration, or spill of Contaminants on, under, about or from the Land or Improvements;
  - (v) promptly provide the Province with copies of all notices relating to the Land or Improvements, issued pursuant to any Environmental Laws and evidence the Licensee is responding to such notices in a responsible manner if they concern matters which are the responsibility or obligation of the Licensee hereunder;
  - (vi) remove any and all Contaminants from the Land or Improvements deposited or released by the Licensee or any person entering the Land or Improvements pursuant to the Licensee's rights hereunder, and immediately repair all damage to the Land or Improvements caused by such removal;
- (r) indemnify and save the BCTFA and His Majesty the King in Right of the Province and their respective servants, employees and agents (including the BCTFA and its officers, directors, employees, servants and agents) harmless against all claims, demands, actions, causes of action, losses, damages, fines, penalties, costs, expenses and liabilities, including fees of solicitors and other professional advisors, arising out of or in connection with
  - (i) the Licensee's breach, violation or nonperformance of a provision of this Agreement,
  - (ii) any personal injury, bodily injury (including death) or property damage occurring or happening on or off the Land by virtue of its entry upon, use or occupation of the Land, and
  - (iii) without limiting paragraph (ii), any environmental liability on or off the Land related to

its entry upon, use or occupation of the Land, including, without limitation, any contamination or any liability related to any toxic, hazardous, dangerous or potentially dangerous substances migrating from the Land,

and the amount of all such losses, damages, fines, penalties, costs, expenses and liabilities will be payable to the Province immediately upon demand. This indemnity will survive the expiry or earlier termination of this Agreement;

- (s) release the Province and its servants, employees and agents (including the BCTFA and its officers, directors, employees, servants and agents) from and against all claims, demands, actions, causes of action, losses, damages, fines, penalties, costs, expenses and liabilities arising out of or in connection with any environmental liability on or off the Land related to its entry upon, use or occupation of the Land, including, without limitation, any contamination or any liability related to any toxic, hazardous, dangerous or potentially dangerous substances migrating from the Land. This release will survive the expiry or earlier termination of this Agreement; and
- (t) on the termination of this Agreement,
  - (i) peaceably quit and deliver to the Province possession of the Land and, subject to paragraphs (ii) and (iii), the Improvements in a safe, clean and sanitary condition (including, without limitation, free of any environmental contamination related to its entry upon, use or occupation of the Land),
  - (ii) within 60 days, remove from the Land any Improvement the Licensee wants to remove, if the Improvement was placed on or made to the Land by or for it, is in the nature of a tenant's fixture normally removable by tenants and is not part of a building or part of the Land,
  - (iii) remove from the Land any Improvement that was placed on or made to the Land by or for the Licensee, and that the Province, in writing, directs or permits it to remove; and
  - (iv) restore the surface of the Land as nearly as may reasonably be possible to the same condition as it was on the Commencement Date, to the Province's satisfaction, but if the Licensee is not directed or permitted to remove an Improvement under paragraph (ii) or (iii), this paragraph will not apply to that part of the surface of the Land on which that Improvement is located,

and all of its right, interest and estate in the Land will be absolutely forfeited to the Province, and to the extent necessary, this covenant will survive the termination of this Agreement.

4.2 The Licensee will not permit any person to do anything it is restricted from doing under this Article.

## ARTICLE 5 - LIMITATIONS

5.1 The Licensee agrees with the Province that

- (a) this Agreement does not grant it the exclusive use and occupancy of the land;
- (b) it has inspected the Land and Improvements and fully accepts the Land and Improvements in the condition and state they are in on the Commencement Date;
- (c) it has conducted an investigation of the condition, environmental or otherwise, of the Land;
- (d) the Land is being licensed to it on an "as is, where is" basis;

- (e) the Province is under no obligation to provide access or services to the Land or to maintain or improve existing access roads;
- (f) the Province may, without the Licensee's consent, make other dispositions of interests over the Land, and the Licensee acknowledges and agrees with the following:
  - (i) the Licensee's rights and this Agreement are subject to the rights and interest of all persons who are not a party hereto with interest in all or any part of the Land on or after the Commencement Date, provided that if the actions of such persons pursuant to such interests have a material and adverse impact on the Licensee's use of the Land, and the consent of the Province is required under the relevant interest to permit such actions, then the Province will consult with the Licensee before consenting to such actions;
  - (ii) in connection with such dispositions of interests, the Province may itself, or require the Licensee to, temporarily close the whole or any part of the Land, acting reasonably. The Province will give the Licensee no less than 30 days' notice of its intent to grant such interest and provide the Licensee an opportunity to consult with the Province as to the method of installation of such facilities, the timing of such installation, and the period of closure of all or any portion of the Land required for such installation;
  - (iii) the Licensee will make no claim for compensation, in damages or otherwise, in respect of a disposition made by the Province under this section;
  - (iv) all of the Licensee's costs and expenses, direct or indirect, that arise out of any interference with its rights under this Agreement as a result of a disposition made by the Province under this section will be borne solely by the Licensee; and
  - (v) the Licensee releases and discharges the Province from all claims arising directly or indirectly out of any interference with the Licensee's rights under this Agreement as a result of a disposition made by the Province under this section;
- (g) the Licensee will not remove or permit the removal of any Improvement from the Land except as expressly permitted or required under this Agreement;
- (h) any interest the Licensee may have in the Improvements ceases to exist and becomes the Province's property upon termination of this Agreement, except where an Improvement may be removed under this Agreement in which case any interest the Licensee may have in that Improvement ceases to exist and becomes the Province's property if the Improvement is not removed from the Land within the time period set out in paragraph 4.1 or the time period provided for in the direction or permission given under paragraph 4.1; and
- (i) if, after the termination of this Agreement, the Province permits the Licensee to remain in possession of the Land and the Province accepts money from it in respect of such possession, a tenancy from year to year will not be created by implication of law and the Licensee will be deemed to be a monthly tenant only subject to all of the provisions of this Agreement, except as to duration, in the absence of a written agreement to the contrary;
- (j) the Licensee will make no claim for compensation, in damages or otherwise, if the Land becomes unsuitable for the purposes set out in this Agreement.

## ARTICLE 6 - INSURANCE

- 6.1 The Licensee must, without limiting its obligations or liabilities under this Agreement, at its expense, maintain during the Term

- (a) Commercial General Liability Insurance including non-owned automobile and contractual liability insurance with inclusive limits of not less than \$5,000,000.00 for bodily injury, death or property damage arising from any one accident or occurrence which insurance policy will indemnify the named insureds under the policy for all sums which the insured may become liable to pay or pays for bodily injury, death or property damage or for loss of use, arising out of or resulting from the work or operations of the parties under this Agreement which must be endorsed as follows:

"It is understood and agreed that His Majesty the King in Right of the Province of British Columbia as represented by the Minister of Transportation and Infrastructure (the "Province"), together with the employees, agents (including the BC Transportation Financing Authority and its officers, directors, employees, servants and agents), and servants of the Province (the "Additional Named Insureds"), are each added as an Additional Named Insured, in respect of liability arising from the work or operations of the insured and each Additional Named Insured, in connection with contracts entered into between the insured and the Additional Named Insured.

The Insurance as is afforded by this policy will apply in the same manner and to the same extent as though a separate policy had been issued to each insured. Any breach of a condition of the policy by any insured will not affect the protection given by this policy to any other insured. The inclusion herein of more than one insured will not operate to increase the limit of liability under this policy.";

- (b) if vessels are owned, leased or rented or used in the performance of this Agreement by the Licensee and are not covered under the general liability policy, it will provide Protection and Indemnity insurance with limits of not less than \$5,000,000 for such vessels and will include four-fourths collision liability insurance,
- (c) if any licensed vehicles are owned, leased, rented or used by the Licensee in the performance of this Agreement, Automobile Liability Coverage with inclusive limits of not less than \$5,000,000.00 providing third party liability and accident benefits insurance for all such vehicles, and
- (d) if aircraft (including helicopters) are owned, rented, leased or used by the Licensee in the performance of this Agreement, third party liability coverage with inclusive limits of not less than \$5,000,000.00;

which, in the case of the policies of insurance described in subsections (a), (b), (c) and (d), must include endorsements or provisions that they may not be cancelled, reduced, altered or materially changed without the insurer or insurers giving not less than 30 days' prior written notice to the Province by registered mail, which endorsements must be in terms comparable to those normally obtainable from insurers in the Province of British Columbia or Canada issuing comparable policies.

6.2 All insurance required to be maintained by the Licensee under this Agreement must be placed with insurers licensed to transact business in British Columbia or Canada and, the Licensee must, under the insurance required to be maintained by it under this Agreement,

- (a) pay all deductibles;
- (b) not exclude hazardous operations such as excavation, pile driving, shoring, blasting, under-pinning or demolition work or any other operation or work from insurance coverage;
- (c) deliver to the Province, on the Commencement Date, on the renewal of the insurance and at other times required by the Province,

- (i) for all policies except Automobile Liability Insurance, a completed and executed certificate of insurance in a form acceptable to the Province (as of the Commencement Date, such form is entitled "Certificate of Insurance" and is numbered H-111), and
  - (ii) evidence of Automobile Liability Insurance in the form of a duly executed Insurance Corporation of British Columbia APV47 or APV250 form or a copy of the vehicle registration/insurance certificate;
  - (d) on the Province's request, deliver to the Province evidence that the insurance remains in force and effect by way of the originals or certified copies of all current insurance policies and endorsements.
- 6.3 The Licensee acknowledges and agrees that, in the event of any third party loss or damage or any physical loss or damage to the Land (and its associated apparatus, improvements or fixtures), the settlement or payment by the insurer of the subsequent claim will be made without the right of subrogation against the Province or the BCTFA or those for whom the Province and the BCTFA are legally obligated to indemnify against such claims.

#### **ARTICLE 7 - ASSIGNMENT**

- 7.1 The Licensee must not sublicense, assign, mortgage or transfer this Agreement, or permit any person to use or occupy the Land, without the Province's prior written consent, which consent the Province may withhold in its sole discretion.
- 7.2 For the purpose of section 7.1, if the Licensee is a corporation, a change in control (as that term is defined in subsection 2(3) of the *Business Corporations Act*) of the Licensee will be deemed to be a transfer of this Agreement.
- 7.3 Section 7.2 does not apply to a corporation if the shares of the corporation which carry votes for the election of the directors of the corporation trade on a stock exchange located in Canada.
- 7.4 Prior to considering a request for consent under section 7.1, the Province may require the Licensee to meet certain conditions, including without limitation, that it provides to the Province a "site profile", "preliminary site investigation" or "detailed site investigation" (as those terms are defined in the *Environmental Management Act*) for the Land and or other similar type of investigation of the Land.

#### **ARTICLE 8 - SUSPENSION, REALIGNMENT AND CANCELLATION**

- 8.1 At any time the Province believes, in its sole discretion, that the use or occupation of the Land or Improvements by the Licensee or any third party presents a potential or actual hazard to the public, the Land, or the Improvements, then the Province may suspend the rights granted to the Licensee hereunder for any reasonable period of time determined by the Province, without abatement of any costs, expenses or other monies payable by the Licensee hereunder, and require the Licensee to remedy the hazard or perform the remedy itself in which case the Licensee will repay to the Province on demand for all costs and expenses in connection therewith or incidental thereto. Such suspension and remedy may be effective in relation to all, or any portion of, the Land and Improvements, in the sole discretion of the Province.
- 8.2 If the Licensee
- (a) defaults in the payment of any money payable by it under this Agreement, and its default or failure continues for 10 days after the Province gives written notice of the default or failure to the Licensee, or

- (b) fails to observe, abide by and comply with the provisions of this Agreement, and its default or failure continues for 60 days after the Province gives written notice of the default or failure to the Licensee,

then the Province may, at its option, do any one or more of the following:

- (c) make any repairs or observe and perform the Licensee's obligations it has failed to observe and perform, in which case the Licensee will repay to the Province on demand for all costs and expenses in connection therewith or incidental thereto; or
- (d) suspend the rights granted to the Licensee hereunder for a stated period(s) of time, and terminate this Agreement any time thereafter; or
- (e) terminate this Agreement; and

such suspension or termination may be effective in relation to all, or any portion of, the Land and Improvements, in the sole discretion of the Province. In the case of emergency, the Province may exercise the remedies in 8.2(c) and (d) immediately and without prior notice to the Licensee.

- 8.3 If the condition complained of in subsection 8.2(a) or (b) (other than the payment of any money payable by the Licensee under this Agreement) reasonably requires more time to cure than 60 days, the Licensee will be deemed to have complied with the remedying of it if the Licensee commences remedying or curing the condition within 60 days and diligently completes the same.

- 8.4 The Licensee agrees with the Province that

- (a) the Province may, on 180 days' written notice to it, terminate or temporarily suspend this Agreement for all, or any portion, of the Land and Improvements, if the BCTFA or His Majesty the King in Right of the Province of British Columbia requires such portion of the Land or Improvements for transportation purposes;
- (b) it will make no claim for compensation, in damages or otherwise, upon the suspension or termination of this Agreement pursuant to its terms or under subsection 62(5) of the *Transportation Act*.

- 8.5 On the termination of this Agreement, the Licensee will:

- (a) peaceably quit and deliver to the Province possession of the Land and, subject to paragraph (b), the Improvements in a safe, clean and sanitary condition (including, without limitation, free of any Contaminants related to the Licensee's entry upon, use or occupation of the Land hereunder); and
- (b) within 180 days, remove from the Land any Improvements the Licensee wants to remove, if the Improvement was placed on or made to the Land by or for the Licensee, is in the nature of a fixture normally removable by lessees and is not part of a building or part of the Land;

and all of the Licensee's right, interest and estate in the Land and Improvements will be absolutely forfeited to the Province, and to the extent necessary, this covenant will survive the termination of this Agreement.

## **ARTICLE 9 - DISPUTE RESOLUTION**

- 9.1 If any dispute arises under this Agreement, the parties will attempt to resolve the dispute within 60 days of the dispute arising (or within such other time period agreed to by the parties) and, subject to applicable laws, provide candid and timely disclosure to each other of all relevant facts, information and documents to facilitate those efforts.

- 9.2 Subject to section 9.5, if a dispute under this Agreement cannot be resolved under section 9.1, the dispute will be resolved by arbitration conducted by a sole arbitrator appointed pursuant to the *Arbitration Act*.
- 9.3 The cost of the arbitration referred to in section 9.2 will be shared equally by the parties and the arbitration will be governed by the laws of the Province of British Columbia.
- 9.4 The arbitration will be conducted at the office of the Province in Nanaimo, British Columbia, and if the Province has no office in Nanaimo, British Columbia, then at the office of the Province that is closest to Nanaimo, British Columbia.
- 9.5 A dispute under this Agreement in respect of a matter within the Province's sole discretion cannot, unless it agrees, be referred to arbitration as set out in section 9.2.

#### ARTICLE 10 - NOTICE

- 10.1 Any notice or other document required or permitted to be given by either party to the other must be in writing and will be deemed to be given if mailed by prepaid registered mail in Canada or delivered to the address of the other as follows:

to the Province:

3<sup>rd</sup> Flr – 2100 Labieux Road  
Nanaimo, BC V9T 6E9  
Attention: Operations Manager  
Telephone: (250) 751-3246

to the Licensee:

Alberni – Clayoquot Regional District  
3008 Fifth Avenue  
Port Alberni, BC V9Y 2E3  
Attention: Lands and Resources Coordinator  
Telephone: (250) 720-2712

or at such other address as a party may, from time to time, direct in writing, and any such notice will be deemed to have been received if delivered, on the day of delivery, and if mailed, 7 days after the time of mailing, except in the case of mail interruption in which case actual receipt is required.

- 10.2 In order to expedite the delivery of any notice or other document required or permitted to be given by either party to the other, a concurrent facsimile copy of any notice will, where possible, be provided to the other party but nothing in this section, and specifically the lack of delivery of a facsimile copy of any notice, will affect the deemed delivery provided in section 10.1.
- 10.3 The delivery of all money payable to the Province under this Agreement will be effected by hand, courier or prepaid regular mail to the Province's address specified in or otherwise established under section 10.1, or by any other payment procedure agreed to by the parties, such deliveries to be effective on actual receipt.

## ARTICLE 11 - MISCELLANEOUS

- 11.1 No provision of this Agreement will be considered to have been waived unless the waiver is in writing, and a waiver of a breach of a provision of this Agreement will not be construed as or constitute a waiver of any further or other breach of the same or any other provision of this Agreement, and a consent or approval to any act requiring consent or approval will not waive or render unnecessary the requirement to obtain consent or approval to any subsequent same or similar act.
- 11.2 No remedy conferred upon or reserved to the Province under this Agreement is exclusive of any other remedy in this Agreement or provided by law, but that remedy will be in addition to all other remedies in this Agreement or then existing at law, in equity or by statute.
- 11.3 The grant of a sublicense, assignment or transfer of this Agreement does not release the Licensee from its obligation to observe and perform all the provisions of this Agreement on its part to be observed and performed unless the Province specifically releases the Licensee from such obligation in its consent to the sublicense, assignment or transfer of this Agreement.
- 11.4 This Agreement extends to, is binding upon and enures to the benefit of the parties, their heirs, executors, administrators, successors and permitted assigns.
- 11.5 If, due to a strike, lockout, labour dispute, act of God, inability to obtain labour or materials, law, ordinance, rule, regulation or order of a competent governmental authority, enemy or hostile action, civil commotion, fire or other casualty or any condition or cause beyond the Licensee's reasonable control, other than normal weather conditions, the Licensee is delayed in performing any of its obligations under this Agreement, the time for the performance of that obligation will be extended by a period of time equal to the period of time of the delay so long as the Licensee
- (a) gives notice to the Province within 30 days of the commencement of the delay setting forth the nature of the delay and an estimated time frame for the performance of its obligation; and
  - (b) diligently attempts to remove the delay.
- 11.6 The Licensee agrees with the Province that
- (a) the Province is under no obligation, express or implied, to provide financial assistance or to contribute toward the cost of servicing, creating or developing the Land or the Improvements and the Licensee is solely responsible for all costs and expenses associated with its use of the Land and the Improvements for the purposes set out in this Agreement;
  - (b) nothing in this Agreement constitutes the Licensee as an agent, joint venturer or partner of the Province or the BCTFA or gives its any authority or power to bind the Province or the BCTFA in any way; and
  - (c) any information regarding this Agreement or the Licensee may be disclosed or required to be disclosed under the *Freedom of Information and Protection of Privacy Act*, governmental policy or otherwise.
- 11.7 There are no warranties, representations, collateral agreements or conditions affecting this Agreement except as set out in this Agreement.

## ARTICLE 12 - INTERPRETATION

- 12.1 In this Agreement, "person" includes a corporation, firm or association and wherever the singular or masculine form is used in this Agreement it will be construed as the plural or feminine or neuter form, as the case may be, and vice versa where the context or parties require.

- 12.2 The captions and headings contained in this Agreement are for convenience only and do not define or in any way limit the scope or intent of this Agreement.
- 12.3 This Agreement will be interpreted according to the laws of the Province of British Columbia.
- 12.4 Where there is a reference to an enactment of the Province of British Columbia or of Canada in this Agreement, that reference will include a reference to every amendment to it, every regulation made under it and any subsequent enactment of like effect and, unless otherwise indicated, all enactments referred to in this Agreement are enactments of the Province of British Columbia.
- 12.5 If any section of this Agreement, or any part of a section, is found to be illegal or unenforceable, that section or part of a section, as the case may be, will be considered separate and severable and the remainder of this Agreement will not be affected and this Agreement will be enforceable to the fullest extent permitted by law.
- 12.6 Each schedule to this Agreement is an integral part of this Agreement as if set out at length in the body of this Agreement.
- 12.7 This Agreement constitutes the entire agreement between the parties and no understanding or agreement, oral or otherwise, exists between the parties with respect to the subject matter of this Agreement except as expressly set out in this Agreement and this Agreement may not be modified except by subsequent agreement in writing between the parties.
- 12.8 Each party will, upon the request of the other, do or cause to be done all lawful acts necessary for the performance of the provisions of this Agreement.
- 12.9 All provisions of this Agreement in the Province's favour and all of its rights and remedies, either at law or in equity, will survive the termination of this Agreement.
- 12.10 Time is of the essence of this Agreement.

12.11 Wherever this Agreement provides that an action may be taken, a consent or approval must be obtained or a determination must be made then each party will act reasonably in taking such action, deciding whether to provide such consent or approval or making such determination; but where this Agreement states that a party has sole discretion to take an action, provide a consent or approval or make a determination, there will be no requirement to show reasonableness or to act reasonably in taking that action, providing that consent or approval or making that determination.

The parties have executed this Agreement as of the date of reference of this Agreement.

**SIGNED** on behalf of **HIS MAJESTY THE KING IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA** by the minister responsible for the *Transportation Act* or the minister's authorized representative

\_\_\_\_\_  
Minister responsible for the *Transportation Act*  
or the minister's authorized representative

**SIGNED** on behalf of the **ALBERNI - CLAYOQUOT REGIONAL DISTRICT** by its authorized signatories

\_\_\_\_\_  
Authorized Signatory

\_\_\_\_\_  
Authorized Signatory

**SCHEDULE A**

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## SCHEDULE B

### Management Plan

The following must be adhered to as part of this agreement:

The Licensee shall be responsible for maintaining the licence area in good condition, free of litter, graffiti and control of vegetation.

The Licensee shall be responsible for ensuring that adequate and safe access to the licence area is always provided to the public.

The Licensee shall be responsible for providing adequate, safe, off-road parking facilities at trail head locations as approved by the Province. All parking facilities advertised by the Licensee in support of the trail shall be maintained by the Licensee.

The Licensee shall be responsible for the maintenance of all trailheads accessing the public road dedication, including those trail accesses constructed on dedicated and unmaintained public right of way.

The Licensee shall be the first point of contact for any disputes regarding the use of the Licence Area and shall make every effort to resolve the dispute. Signage shall be installed by the Licensee providing the public with their contact information.

Installation, operation and maintenance of all signage, improvements and other infrastructure is the responsibility of the Licensee.

The Licensee shall be responsible responding to any maintenance or safety concerns of the infrastructure brought forward by the public.

The Licensee shall be responsible for the supply of all labour, equipment, materials in connection with the Licence Area.

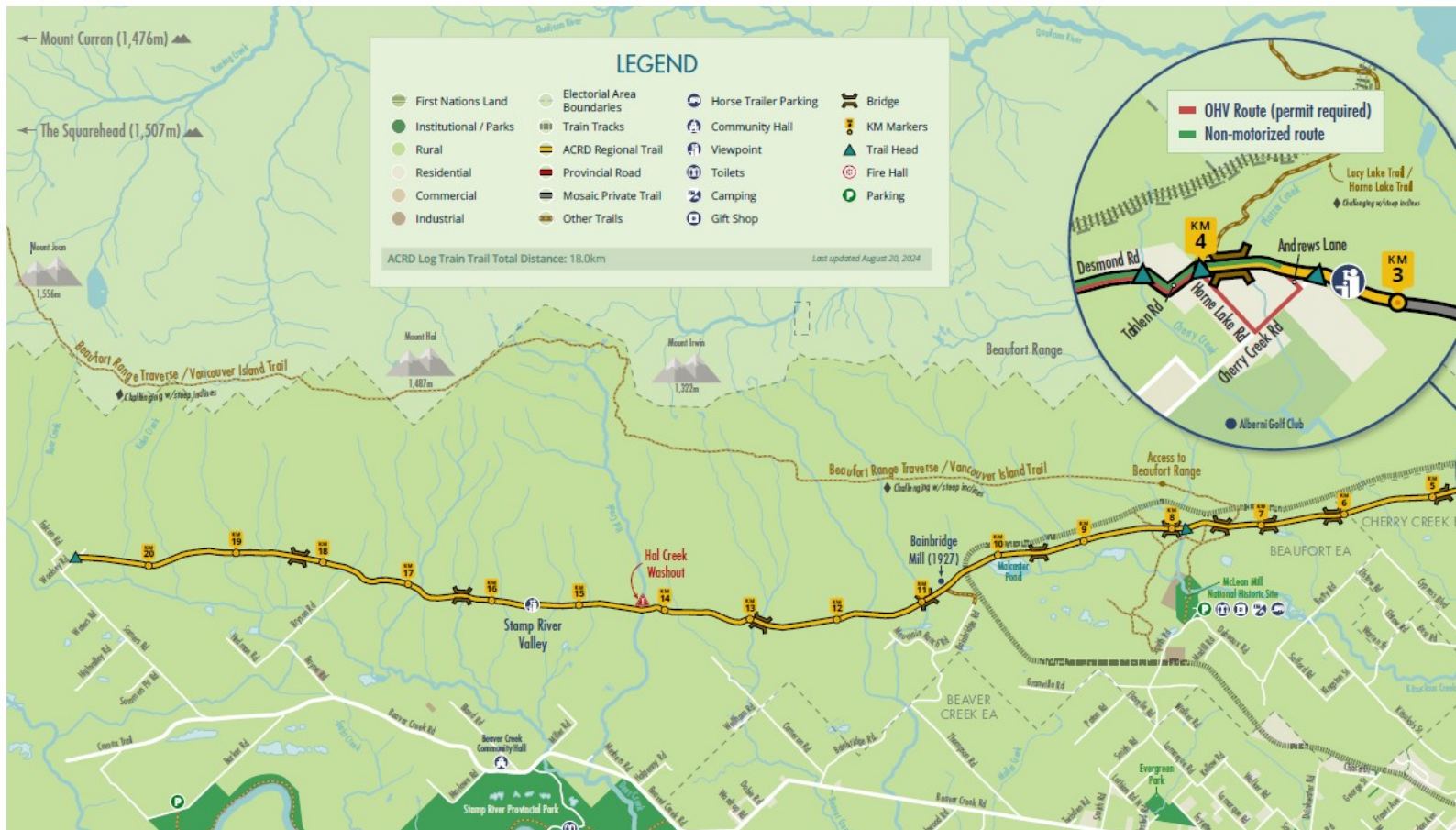
The Province is under no obligation, express or implied, to provide financial assistance or to contribute toward the cost of servicing, creating, developing or maintaining the Licence Area of Improvements and the Licensee is solely responsible for all costs and expenses associated with their use of the Licence Area and Improvements.

The Province will not provide any maintenance to the licence area; it shall be the responsibility of the Licensee to coordinate maintenance activities.

The Licensee is responsible for obtaining the necessary approvals from all other agencies whose interests may be affected.

The Licensee is responsible for returning the Licence Area to a condition acceptable to the Province prior to the expiration of this licence.

The Licensee shall be responsible for the maintenance of all drainage courses and associated infrastructure located within the licence area and for any required restoration to their original or better condition upon expiry of the licence.



Log Train Trail Access points within MOTT right-of-way

- Maebelle Parking lot
- Andrews Lane access via unmaintained right-of-way
- Horne Lake Road
- Desmond Road
- Woolsey Road

MINISTRY OF TRANSPORTATION AND HIGHWAYS

LEASE FOR RECREATIONAL USE

THIS LEASE made the 18th day of July, 1993

in pursuance of S.57 of the MINISTRY OF TRANSPORTATION AND HIGHWAYS ACT,  
the MUNICIPAL ACT and the LAND TRANSFER FORM ACT

**BETWEEN:**

HER MAJESTY THE QUEEN IN RIGHT OF THE  
PROVINCE OF BRITISH COLUMBIA,  
As Represented by the Minister of  
Transportation and Highways, Parliament Buildings,  
Victoria, British Columbia, V8V 1X4

(the "Landlord")

**OF THE FIRST PART**

**AND:**

ALBERNI-CLAYOQUOT REGIONAL DISTRICT  
3008 Fifth Avenue  
Port Alberni, B.C.  
V9Y 2E3

(the "Tenant")

**OF THE SECOND PART**

WITNESSES that in consideration of the rents and agreements to be paid and performed by the Tenant, the Parties hereto agree as follows.

1. Premises

The Landlord leases to the Tenant those parcels of land shown in red on the map attached as Schedule "B" and more particularly described in Schedule "A" annexed to this Lease (the "Premises") situate in the Alberni-Clayoquot Regional District, British Columbia.

2. Term

The term of this Lease is 4 years commencing on the 1st day of August, 1993 and ending on the 31st day of July, 1997.

3. Use

The Tenant must use the Premises only for the purpose of a interim recreational trail within a park corridor.

4. Rent

The Tenant must pay to the Landlord an annual rental of (One Dollar) \$1.00 due and payable in advance on the date of the execution of the Lease by the Tenant for the Term.

5. TENANT'S COVENANTS

The Tenant covenants with the Landlord:

- (a) to pay rent;
- (b) to pay all taxes;
- (c) to not register or present this Lease for registration in any Land Title Office in the Province of British Columbia or otherwise register any interest under this Lease against any title which may be raised with respect to the Premises;
- (d) to not commit or suffer any wilful or voluntary waste, spoil or destruction on the Premises or do or suffer to be done thereon anything that may be or become a nuisance or annoyance to the owners or occupiers of adjoining land;
- (e) to keep the Premises in a safe, clean and sanitary condition satisfactory to the Landlord and to make clean and sanitary any portion of the Premises or any improvement that the Landlord may direct by notice in writing to the Tenant;
- (f) to allow the Landlord to enter and view the state of repair and that Tenant will repair according to notice, reasonable wear and tear excepted;

Utilities

- (g) To pay as they become due all water, sewer and garbage rates in respect of the Premises and charges for all gas, oil, telephone and electric light and power used on the Premises;

Construction

- (h) The Tenant will not construct any buildings or structures on the Premises except those required for the use and enjoyment of the Premises as an interim recreational trail and park corridor including, but not restricted to, pit toilets, bridges, culverts, signs and surface improvements to be approved by the written consent of the Landlord prior to construction;
- (i) The Tenant will not, in constructing buildings and structures or otherwise improving the surface of the Premises for the uses permitted, injure or interfere with any pipeline or facility existing or permitted to be constructed upon the Premises;

**Assign**

- (j) The Tenant will not assign without leave;

**Sublease**

- (k) The Landlord's consent to assignment or sublease for uses in keeping with the recreational nature of the Premises does not release or relieve the Tenant from its obligations to perform all the terms, covenants and conditions that this Lease requires the Tenant to perform, and the Tenant must pay the Landlord's reasonable costs incurred in connection with the Tenant's request for consent, such consent to be in writing;

**Indemnification**

- (l) The Tenant will indemnify and save harmless the Landlord from and against all lawsuits, damages, losses, costs or expenses which the Landlord may incur by reason of the use of the Premises by the Tenant or any activity by any person in relation to the Tenant's use of the Premises and in respect of any loss, damage or injury sustained by any person whatsoever while on the Premises for which the Landlord would otherwise be liable;

**Builders' Liens**

- (m) The Tenant will indemnify the Landlord from and against all claims for liens for wages or materials or for damage to persons or property caused during or in connection with any excavation, construction, repairs, alterations, installations or additions on, in or to the Premises;
- (n) The Tenant will allow the Landlord to post and will keep posted on the Premises any notice that the Landlord may require under the provisions of the Builders' Lien Act;

**Possession**

- (o) The Tenant will at the expiration or sooner determination of this Lease peaceably surrender and give up possession of the Premises without notice from the Landlord, any right to notice to quit or vacate being hereby expressly waived by the Tenant, despite any law or custom to the contrary;

**Compensation**

- (p) The Tenant shall not be entitled to any compensation, whether for damages or otherwise, in respect of a cancellation of this Lease by the Landlord;
- (q) 90 days after the expiration or cancellation of this Lease, any improvements or fixtures that remain unremoved from the Premises shall be absolutely forfeited to and become the property of the Landlord and the Landlord may remove them from the Premises and the Tenant shall, on demand, compensate the Landlord for all costs incurred by the Landlord respecting their removal;

**Noxious Weeds**

- (r) The Tenant will, at the request of the Landlord, clear and keep clear the Premises from noxious weeds;

**Drainage**

- (s) The Tenant will be responsible for drainage of the Premises, provided, however, the Landlord will, if requested by the Tenant, assist the Tenant in obtaining any necessary rights or consents required to carry out such drainage over lands controlled by the Landlord;
- (t) The Tenant shall not divert or alter the natural drainage of the Premises;
- (u) Except in the case of emergency the Tenant will notify the Landlord and obtain the consent of the Landlord prior to making any alterations to the Premises which impact the drainage of the Premises;

6. **THIRD PARTY LIABILITY INSURANCE**

Comprehensive (Commercial) General Liability insurance including non-owned automobile and contractual liability insurance shall be arranged with inclusive limits of not less than TWO MILLION DOLLARS (\$2,000,000.00) for bodily injury, death and property damage arising from any one accident or occurrence. The insurance policy shall indemnify the named insured for any sum or sums which the insured may become liable to pay or shall pay for bodily injury, death or property damage or for loss of use thereof. In addition to the above limits, such liability insurance shall also pay all costs, charges, and expenses in connection with any claims that may require to be contested by the insureds.

Such liability insurance shall be extended and be endorsed as follows:

"Notwithstanding any other terms, conditions, or exclusions elsewhere in this policy, it is understood and agreed that this policy is extended to include insurance coverages and clauses as follows:

"Her Majesty the Queen in Right of the Province of British Columbia as represented by the Minister of Transportation and Highways, together with his employees, agents, and servants, hereinafter referred to as the Additional Named Insured, is added as an Additional Named Insured, in respect of liability arising from the use, work, occupancy, or operations of the Insured, and the Additional Named Insured, in connection with leases entered into between the Insured and the Additional Named Insured.

This policy shall not be cancelled, removed, reduced, materially altered or changed without at least thirty (30) days prior written notice by REGISTERED MAIL TO: Manager, Insurance and Bonds, Ministry of Transportation and Highways, 3W - 940 Blanshard Street, Victoria, B.C. V8W 3E6.

The insurance as is afforded by this policy shall apply in the same manner and to the same extent as though a separate policy had been issued to each insured. Any breach of a condition of the policy by any insured shall not affect the protection given by this policy to any insured. The inclusion herein of more than one insured shall not operate to increase the limit of liability under this policy.

A duly executed Certificate of Insurance certifying that these insurance requirements have been met, shall be filed with the Landlord on or before the commencement of the Lease."

7. **LANDLORD'S COVENANTS**

The Landlord covenants with the Tenant for quiet enjoyment.

9. **Renewal**

Subject to Section 9, this Lease is deemed to automatically renew for a further term of 4 years and thereafter on a 4 year term basis, under the same terms and conditions as herein contained.

10. **Termination**

- (i) The Landlord may, at any time and from time to time, terminate this Lease in its entirety or as to any portion of the Premises only, by giving to the Tenant 180 days notice;
- (ii) If the Tenant fails to perform any of the covenants contained herein required to be performed by the Tenant, the Landlord may give the Tenant 60 days notice of its intention to terminate, and if the Tenant fails to perform the covenants within 60 days, the Lease will be terminated on the 60th day;
- (iii) The Tenant may terminate this Lease by giving to the Landlord 180 days notice that the Tenant no longer requires the Premises for its purposes provided that upon such termination the Tenant shall leave the Premises in a neat and tidy condition and remove from the Premises any improvements built upon the Premises if requested to do so by the Landlord.

11. **Notices**

Any notice required to be given under this Lease will be deemed to be sufficiently given:

- (i) if delivered, at the time of delivery and
- (ii) if mailed from any government post office or authorized postal agency in the Province of British Columbia by prepaid, registered mail addressed as follows:

If to the Landlord:

Ministry of Transportation and Highways  
Vancouver Island Region  
Property Manager  
6475 Metral Drive  
Nanaimo, British Columbia  
V9T 2L8

If to the Tenant:

Administrator  
Alberni-Clayoquot Regional District  
3008 Fifth Avenue  
Port Alberni, B.C.  
V9Y 2E3

or at the address a party may from time to time designate, then the notice shall be deemed to have been received forty-eight (48) hours after the time and date of mailing. If, at the time of mailing the notice, the delivery of mail in the Province of British Columbia has been interrupted in whole or in part by reason of a strike, slow-down, lock-out or other labour dispute, then the notice may only be given by actual delivery of it.

12. **Time**

Time is of the essence of this Lease.

13. **Reservation in Favour of the Landlord**

The Landlord reserves the right to issue a license and apply a fee for existing and newly installed underground or overhead utility facilities on the Premises and to have reasonable access to the Premises to survey, construct, maintain, lay down and operate such facilities and to temporarily close the Premises. The Landlord will give the Tenant 90 days notice of its intention to grant such and will discuss the method of installation, the time of installation, and the period of closure of any part of the Premises required for installation with the Tenant, if requested by the Tenant.

The Landlord will require any licensee to forthwith restore the Premises to the same condition that the Premises were in prior to the work upon the Premises by the licensee and to save harmless both the Landlord and the Tenant from any and all liability whatsoever arising out of the installation, operation, maintenance, repair and occupation of the Premises by the underground or overhead utility facility.

14. **Highway Dedication**

- (i) The Premises are a linear parcel within rural lands and municipalities. The Tenant acknowledges that during the term of this Lease for the purpose of the orderly development of the rural lands or municipalities containing the Premises, it may become necessary for the Landlord or a municipality to dedicate or otherwise acquire highways across or along the Premises. The Landlord agrees to consult with the Tenant as to any planned or requested acquisitions for highway purposes across or along the Premises, and may amend the Lease to reflect a partial withdrawal of lands as per Section 10 (i);
- (ii) The Landlord reserves the right to use any part of the corridor for future access purposes and if during the term of this Lease a highway is required across or along the Premises, the Landlord will, if requested by the Tenant, request that the municipal government having jurisdiction provide access hereof to any highway under municipal control;
- (iii) The entire corridor is to be preserved for a future transportation network.

15. **Access to the Premises**

The Premises are intersected by highways owned by the Landlord, and the Landlord will permit the Tenant access to the Premises at any highway for non-motorized traffic. The Tenant must erect signing and barricading at all highway accesses to the Premises, indicating that vehicular traffic is prohibited from gaining access to or using the Premises. Should the Tenant require access for construction and maintenance vehicles of the Tenant, or a primary access for emergency vehicles from a highway, such approvals are to be in writing by the Landlord.

16. **Private Crossings**

The Premises are crossed by private crossings for the purpose of providing access across the Premises. Such private crossings will continue to be permitted on a temporary basis, across the Premises but no new private crossings shall be permitted by the Landlord after the date hereof except after consultation and agreement with the Tenant. ✱

17. **Signs**

The Tenant shall prepare and display signs on the Premises containing the government logo, the words, "Ministry of Transportation and Highways", the name of the Tenant, the title of the recreational facility and a statement that the legal status of the Premises are a leasehold interest, to be located at access points to the facility, acceptable to the Landlord.

18. **Advertising**

- (i) Any and all literature, released to the public by the tenant or any sublessee thereof pertaining to the facility will contain only the following words on the page immediately after the title page:

"The Alberni Clayoquot Regional District gratefully acknowledges the Lease, on an interim basis, of this transportation corridor from the Ministry of Transportation and Highways. The Alberni Clayoquot Regional District wishes to thank the Ministry for participating in this recreational endeavour and for assisting in promoting the cultural, natural and transportation heritage of the Province of British Columbia";

- (ii) Any newspaper or magazine advertisements or brochures pertaining to the facility authorized by the Tenant must contain the Provincial government logo, and the words "Ministry of Transportation and Highways", and be subject to written approval by the Landlord prior to publication;

- (iii) The Tenant will advise any news agencies wishing to develop stories about the Premises as follows:

"The Alberni Clayoquot Regional District gratefully acknowledges the lease, on an interim basis, of this transportation corridor from the Ministry of Transportation and Highways. The Alberni Clayoquot Regional District wishes to thank the Ministry for participating in this recreational endeavour and for assisting in promoting the cultural and transportation heritage of the Province of British Columbia".

19. **Parking Facilities**

The Tenant will provide adequate, safe, off-road parking facilities approved by the Landlord.

20. **Interpretation**

When the singular or neuter are used in this Lease they include the plural or the feminine or the masculine or the body politic or corporate where the context or the Parties require.

The headings to the clauses in this Lease have been inserted as a matter of convenience and for reference only and in no way define, limit or enlarge the scope or meaning of this Lease or any provision of it.

21. **Binding Effect**

This Lease will enure to the benefit of and be binding upon the Parties hereto and their respective heirs, executors, successors, administrators and permitted sublessees.

22. **Law Applicable**

- (a) This Lease will be construed in accordance with and governed by the laws applicable in the Province of British Columbia;
- (b) All provisions of this Lease are to be construed as covenants and agreements as though the words importing covenants and agreements were used in each separate paragraph.

23. **Management Plan**

To use and occupy the Premises in accordance with the provisions of this Lease and attached management plan acceptable to the Landlord.

## **FEE SCHEDULE**

The Annual Rental Fee shall be paid on or before the first day of August. Payments will be made in the amount of \$1.00 and made payable to the Minister of Finance and Corporate Relations.

In witness whereof, the parties hereto have caused this Lease to be executed, as of the 19 of July 1993.

SIGNED, SEALED, AND DELIVERED by the  
Tenant in the presence of

\_\_\_\_\_  
Witness

\_\_\_\_\_  
X Tenant

\_\_\_\_\_  
Address

\_\_\_\_\_  
Occupation

The Corporate Seal of the Alberni-Clayoquot Regional  
District was hereunto affixed  
in the presence of

ROBERT HARPER

[Signature]  
X Tenant

SECRETARY - TREASURER

SIGNED, SEALED, AND DELIVERED by the  
Landlord in the presence of

[Signature]

[Signature]  
X For Minister of Transportation and Highways

6475 Metcal Dr Nanaimo

Government Employee.

Schedule "A"

That part of Lot 17, Alberni District, included in Plan 277 r/w;

That part of Lot 77, Alberni District, shown outlined in red on Plan 158 R;

That part of Lot 26, Alberni District, which consists of the railway right-of-way and is shown outlined in red on Plan 284 r/w;

That part of Lot 129, Alberni District, included in Plan 78 r/w and containing 1.26 acres, more or less;

All those parts of Lots 234 and 245, Alberni District, included in Plan 277 r/w, except the part thereof lying within Plan 4254; the land hereby registered containing 4.96 acres, more or less;

That part of Lot 249, Alberni District, included in Plan 148 r/w and containing 0.18 acres, more or less;

That part of Lot 106, Alberni District, included in Plan 277 r/w;

That part of Lot 255, Alberni District, included in Plan 277 r/w;

Those parts of Lot 256, Alberni District, included in Plans 277 r/w and 284 r/w, containing 2.84 acres, more or less, as shown outlined in red on Plan 146 R;

Those parts of Lot 3, Block "D" and of Lots 1, 4, 5, and 6, Block "G", District Lots 257 and 258, Alberni District, Plan 2024, shown coloured red on Plan 148 r/w;

First:                Those parts of Lots 8, 9, 12 and 13, Block "G", District Lots 257 and 258, Alberni District, Plan 2024, shown coloured red on Plan 148 r/w;

Second:            Block "F", of said Plan 2024, included in Plan 283 r/w;

Those parts of Lots 8, 10, 11, and 14, Block "D", and that part of Lot 6, Block "E", District Lots 257 and 258, Alberni District, Plan 2024, included in Plan 283 r/w;

That part of Lot 261, Alberni District, included in Plan 284 r/w;

That part of Lot 278, Alberni District, shown outlined in red on Plan 277 r/w;

That part of Lot 28, Alberni District included in and lying to the north of Plan 148 r/w;

Lot 27, Alberni District, except the right-of-way of the Esquimalt and Nanaimo Railway Company, as shown outlined in red on Plan deposited under DD 14745, said right-of-way containing 6.2 acres, more or less;

Those parts of Parcel A, (DD 9910-N) of Lot 5 in Block D of District Lot 258, Newcastle District, Plan 2024, containing 0.5 acres, more or less, as shown on Plan 131-R;

Those parts of Lots 5 and 6, Block D, of Lot 258, Alberni District, Plan 2024, shown outlined in red on Plan 139-R;

That part of Parcel A (DD 16368-N) of Lot 3, in Block D of District Lot 258, Newcastle District, Plan 2024, containing 0.17 acres, more or less, as shown on Plan 159-R, except that part thereof included in Plan 148 r/w;

Lot 296, Alberni District;

That part of Lot 194, Alberni District, shown outlined in red on Plan 277 r/w;

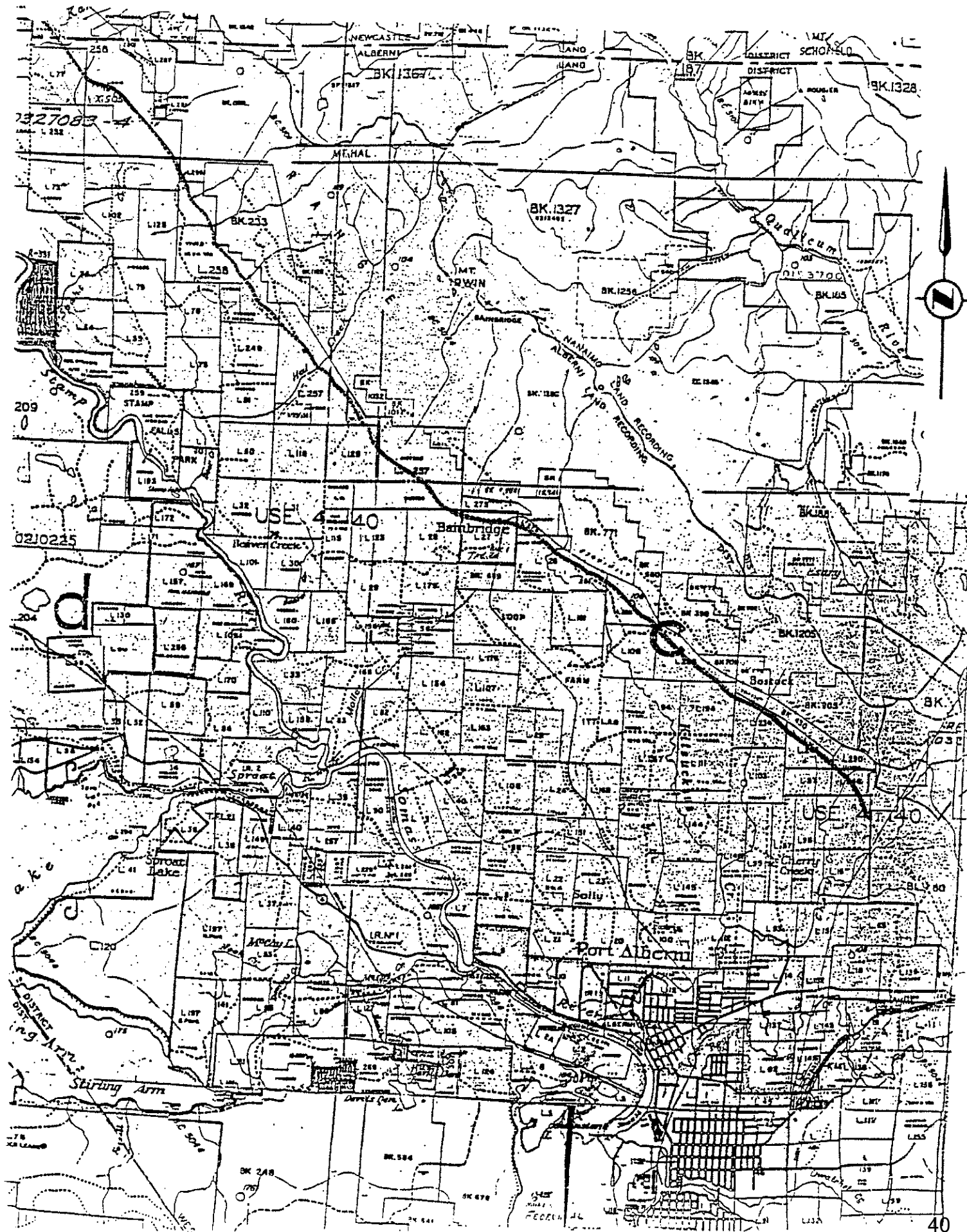
That part of Lot 290, Alberni District, included in Plan 277 r/w, containing 0.018 acres, more or less;

Those parts of Lots A and B, of Lot 245, Alberni District, Plan 4254, shown outlined in red on Plan 277 r/w;

That part of Lot 246, Alberni District, included in Plan 277 r/w; and

That part of Lot 129, Alberni District, shown outlined in red on Plan 288 r/w.

Schedule B  
Port Alberni Log Train Trail Recreational Lease Site





**To:** Committee of the Whole  
**From:** Lyndsey Page, Community Services Coordinator  
**Date:** June 24, 2026  
**Subject:** Parks Services 2025 Annual Report

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The attached Parks Services 2025 Annual Report provides a summary of service delivery, key operational activities, and progress on priority parks and trails initiatives.

The report outlines work undertaken in 2025 to maintain parks and trail infrastructure, support public use, and advance priority planning and improvement projects across the parks system. It also provides an overview of service levels, asset management, community use, and key priorities that will continue to guide parks service delivery moving forward.

To keep the community informed, the annual report will be made available on the ACRD website.

Submitted by: *Jenny Brunn*  
Jenny Brunn, General Manager of Community Services

Reviewed by: *Cynthia Dick*  
Cynthia Dick, General Manager of Administrative Services

Approved by: *Daniel Sailland*  
Daniel Sailland, MBA, Chief Administrative Officer



# ALBERNI-CLAYOQUOT REGIONAL DISTRICT



West Coast MUP

## ACRD Park Services 2025 Annual Report

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## Executive Summary

The Alberni-Clayoquot Regional District (ACRD) Parks Services provide safe, accessible, and practical outdoor recreation opportunities that contribute to the overall livability of the region, while managing public assets in a responsible and sustainable manner.

In 2025, ACRD Parks Services focused on maintaining existing infrastructure, supporting community use, and improving service delivery within available resources. The ACRD currently manages 663 hectares of parkland across 35 parks and approximately 67 km of trails within Regional and Community Parks services.

### Key Results – 2025

- Completion of a Linear Asset Inventory and Condition Assessment, improving understanding of infrastructure condition and future replacement needs
- Targeted safety upgrades at Grappler Wharf, addressing known risks in a high-use asset
- Continued invasive species management at Evergreen Park, supported by volunteer partnerships
- Advancement of design work for priority projects, including Dickson Park access improvements and the Faber Trail extension
- Collection of trail use data at 11 locations, recording approximately 75,096 visits, with highest use concentrated in key regional corridors such as the West Coast Multi-Use Pathway

The West Coast Multi-Use Pathway (MUP) recorded the highest overall use, with 13,444 counts in 2025 and peak monthly use of 2,562 in July. Peak daily use occurred during the Evergreen Park Broom Busting event (296 users), and weekly use peaked on the MUP during the week of July 1 (684 users).

These results indicate strong seasonal patterns and concentrated demand in key corridors, supporting data-informed planning and prioritization of maintenance and capital investment.

### Asset Management and Service Delivery

ACRD Parks Services manage infrastructure with an estimated current replacement value of approximately \$6.3 million. Asset condition data indicates that a significant portion of infrastructure is aging and will require reinvestment to maintain safe and functional use.

The focus of the service is the responsible management and maintenance of existing public assets, including:

- Ensuring infrastructure is safe for public use
- Addressing hazards in a timely and risk-informed manner
- Planning for long-term replacement of aging assets
- Aligning maintenance practices with available financial resources

### **Service Levels and Managing Expectations**

Maintaining parks and trails across a large geographic area requires balancing community expectations with available resources.

To support this, ACRD applies Levels of Service (LOS) to guide maintenance and inspection practices. Building on operational experience, staff are working toward an updated approach that will:

- Better distinguish between parkland and trail systems
- Align maintenance standards with use, risk, and available resources
- Clearly communicate expected service levels to the public

This work is intended to improve transparency and ensure service delivery remains realistic and financially sustainable.

### **Value of Volunteer Contributions**

Volunteer contributions continue to play a significant role in supporting ACRD Parks Services and reducing overall service costs.

In 2026, staff will develop a Parks Volunteer Framework to provide a more structured and accountable approach to volunteer involvement. The framework will:

- Clarify roles and expectations
- Improve safety and reduce liability risks
- Align volunteer work with ACRD standards and priorities
- Support consistent coordination and reporting

This approach supports continued community stewardship while ensuring safe and effective management of public assets.

### **Looking Ahead**

Key priorities moving forward include:

- Continued use of asset management data to inform maintenance and replacement decisions
- Refinement of Levels of Service to align expectations with available resources
- Advancement of priority projects based on safety and condition
- Development of policies to guide acquisition, governance, and long-term planning
- Implementation planning for a formal volunteer program

ACRD Parks Services will continue to focus on maintaining existing assets, managing risk, and delivering services efficiently while supporting community use and stewardship of parks and trails.



Cherry Creek – Maplehurst Park

## Background and History

The Alberni-Clayoquot Regional District (ACRD) established its regional parks service in 1970 and currently operates five community parks services: Beaver Creek, Cherry Creek, Sproat Lake, Bamfield, and Long Beach.

Regional parks serve the broader population of the ACRD and are intended to meet regional outdoor recreation needs, protect environmentally significant areas, and contribute to tourism within the region. Community parks, by contrast, are designed to serve local residents by providing accessible recreation opportunities and supporting community connection.

Regional parks are funded by the entire Regional District, while community parks are funded by the individual electoral areas in which they are located. The ACRD currently owns and/or operates six regional parks and 29 community parks.

Community parks commissions are established in Electoral Areas A (Bamfield) and D (Sproat Lake). These commissions act as advisory bodies to the Regional Board and Electoral Area Directors on local parks, trails, and outdoor recreation matters. They provide input into park acquisition, development, and maintenance, and play an important role in supporting community engagement and volunteer coordination within their respective areas.

In 2025, the ACRD operated a Regional Parks Working Group (RPWG) to support discussion related to governance, planning, and management of Regional Parks. The working group provided input on topics including asset management, trail planning, and long-term service direction, and served as a forum for engaging a range of community partners.

The RPWG concluded its work in early 2026. Moving forward, Regional Parks matters will continue to be addressed through established Committee of the Whole and Board processes, supported by targeted public engagement initiatives.

## Mission Statement

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***“The ACRD will work with all citizens to be good stewards of our environment and to provide safe and welcoming opportunities to play, learn, contemplate, and build community.”***

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### Goals:

1. Positive Impact – Improve quality of life, promote healthy lifestyles, contribute to the economic and environmental wellbeing of the community and region
2. Operations/Service Levels – Park and trail user experience meets the needs and expectations of the community/parkshed
3. Acquisition – Represent and protect an array of regionally significant natural and cultural areas
4. Infrastructure – Build and maintain infrastructure to ensure safety and environmental sustainability
5. Community Engagement – Engage the community to provide an opportunity for full participation to guide the development of the parks and trails, build community, volunteerism, and increase awareness.

## Positive Impact

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***Goal: Improve quality of life, promote healthy lifestyles, contribute to the economic and environmental wellbeing of the community and region***

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### Positive Impact Measurable 1: Community Value and Benefits

ACRD Parks Services provide accessible outdoor recreation opportunities, support environmental stewardship, and contribute to the overall quality of life in the region. The Positive Impact goal focuses on understanding how parks are used and valued, and how this informs service delivery and planning.

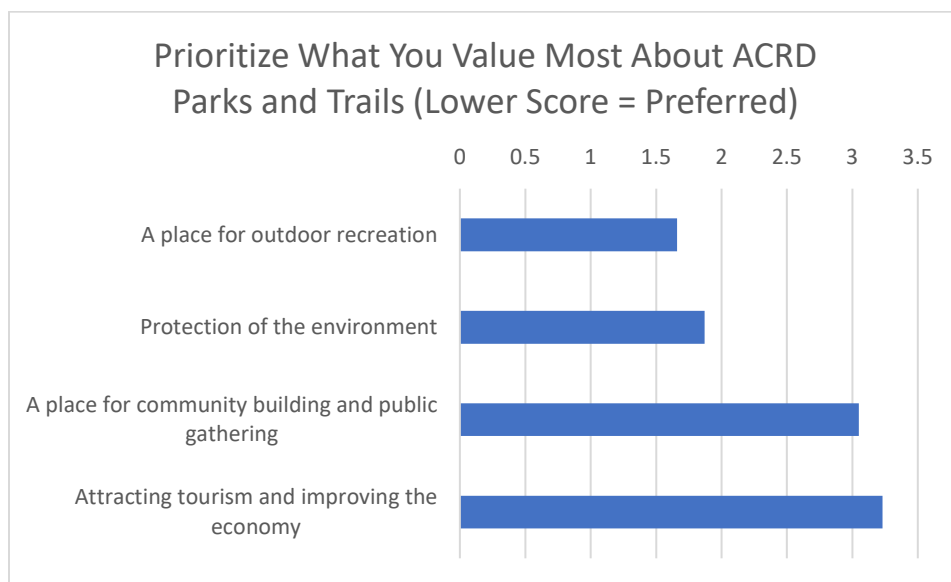
While a comprehensive parks survey was not conducted in 2025, results from the most recent 2024 survey indicate that the highest value identified by respondents was “a place for outdoor recreation,” followed by environmental protection and community gathering space. These results are consistent with previous survey findings and indicate stable community expectations regarding the role of parks services.

Although local survey data is limited for 2025, broader research consistently demonstrates that parks and trails contribute to public health, environmental protection, and local economic activity. These findings are applicable to the ACRD context and support the continued provision of parks services as a core community asset.

Overall, survey results and trail use data indicate that ACRD parks are actively used and valued by the community, with demand concentrated in key locations and seasonal periods. This information supports continued focus on maintaining core infrastructure, prioritizing high-use assets, and aligning service delivery with observed patterns of use.

Graph 1: Park Value Priority

The following chart shows responses when asked to prioritize what you value most about ACRD parks and trails. A lower score represents a preferred value.



These results are consistent with previous surveys. The presented values were ranked and indicate that the primary role of ACRD parks, from a community perspective, is to provide accessible outdoor recreation opportunities, with environmental protection and community use as secondary benefits.

### Positive Impact Measurable 2: Park and Trail Use Trends

Trail counter data collected at 11 locations across the ACRD system recorded approximately 75,096 visits in 2025. Use is concentrated in key regional corridors, with the West Coast Multi-Use Pathway accounting for the highest volume of recorded traffic.

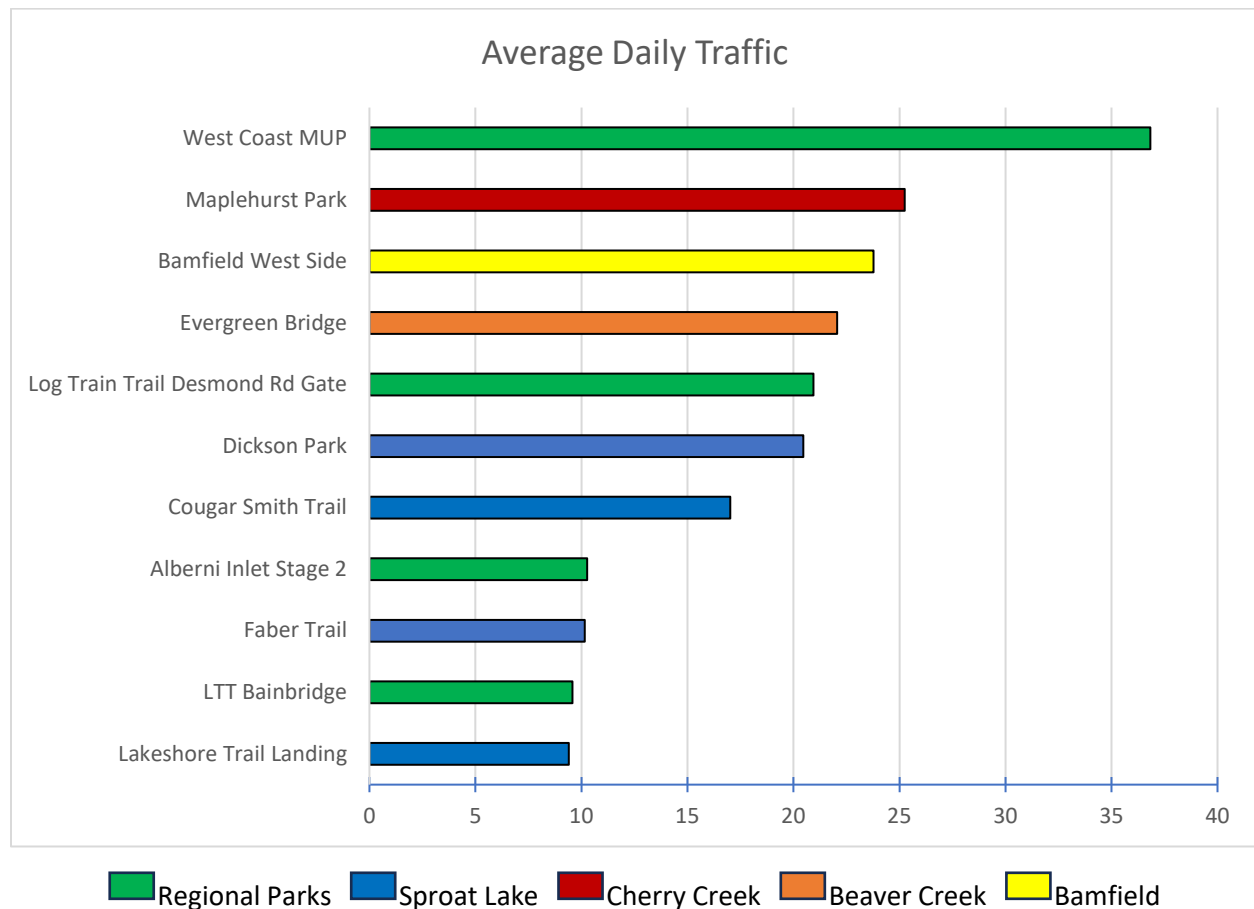
Seasonal trends show peak usage occurring in summer months, particularly July and August, with lower activity during winter periods. This trend is consistent across multiple years of collected data.

Trail counter data provides a useful indicator of park use and supports ongoing planning, maintenance prioritization, and infrastructure investment decisions.

Park and trail use remains strong, with demand concentrated in high-use corridors and peak summer periods, supporting targeted investment and maintenance planning.

Graph 2: Average Daily Traffic 2025 Trail Counter Data

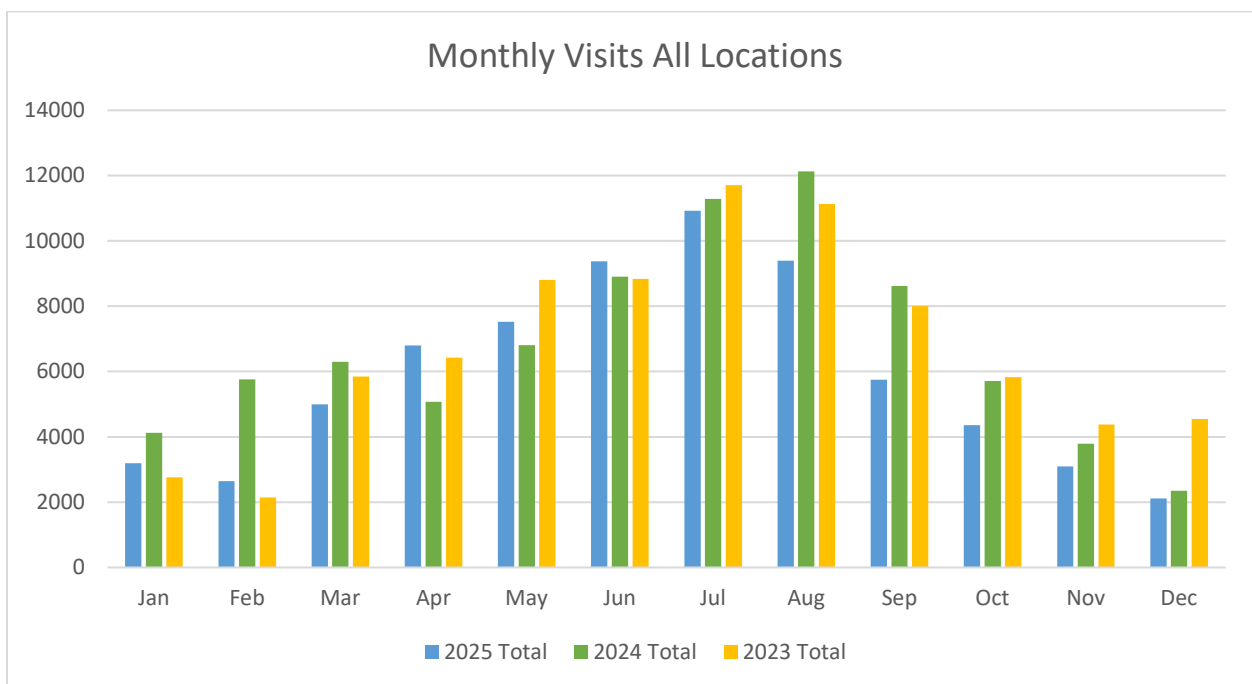
The below graph represents average daily traffic from the trail counter locations that collected data in 2025.



This graph shows average daily traffic varies significantly across the ACRD Parks system, with use concentrated in a small number of high-demand corridors such as the West Coast Multi-Use Pathway, while many sites experience moderate to low levels of use. This variation supports a service delivery approach that prioritizes maintenance and investment in high-use assets while aligning lower-use areas with more moderate Levels of Service.

Graph 3: Monthly Visits All Locations 2023-2025 Data Combined

The below graph displays total monthly visits for each month recorded from trail counter data from 2023 to 2025. It is representative of seasonal trends in trail use, illustrating higher activity levels during summer months and reduced use during winter. These trends are consistent with previous years and reflect seasonal recreation patterns within the region.



Monthly visitation data shows a consistent seasonal pattern, with peak demand occurring in July and August and lower use in winter months. While total annual use varies slightly between years, overall patterns remain stable, supporting a service delivery approach that prioritizes peak-season maintenance while maintaining baseline service levels year-round.

An example of further detailed trail counter information is attached as Appendix D.

## Operations/Service Levels

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***Goal: Park and trail user experience meets the needs and expectations of the community/parkshed***

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### Operations/Service Levels Measurable 1: User Satisfaction Score

User satisfaction is closely tied to the expectations users have for their experience at a given park or trail. Managing these expectations and delivering consistent, sustainable service requires a clear understanding of how different parks and trails are intended to function and the level of service they are designed to provide.

The ACRD currently applies Levels of Service to parks and trails to help guide maintenance standards, inspection frequency, and resource allocation. These levels range from high-profile parks with frequent maintenance and intensive use, to natural areas with minimal or no routine maintenance. The intent of this approach is to align service delivery with community needs, available resources, and the intended use of each asset.

Through recent planning work, including the Log Train Trail Management Plan and ongoing asset management initiatives, staff have identified opportunities to improve how Levels of Service (LOS) are defined and applied. In particular, it has been identified that the existing LOS framework—originally developed primarily for parkland—does not translate well to linear trail systems, which function differently and are more influenced by natural conditions, user preparedness, and variability in terrain.

As part of ongoing service improvement, staff are currently developing an updated Level of Service framework that introduces several key concepts:

- A distinction between parkland and trail assets, recognizing their different functions and management needs
- Consideration of both user experience (customer LOS) and operational requirements (technical LOS)
- A more explicit risk-based approach to inspection, maintenance, and hazard response
- Clearer communication of what users can expect when visiting different types of parks and trails

This evolving approach is intended to better align service delivery with how parks and trails are used, while supporting sustainable operations and informed decision-making.

The current Levels of Service applied across ACRD parks are shown in the table below. These classifications continue to guide operations, while updated service definitions are being developed for future consideration by the Board.

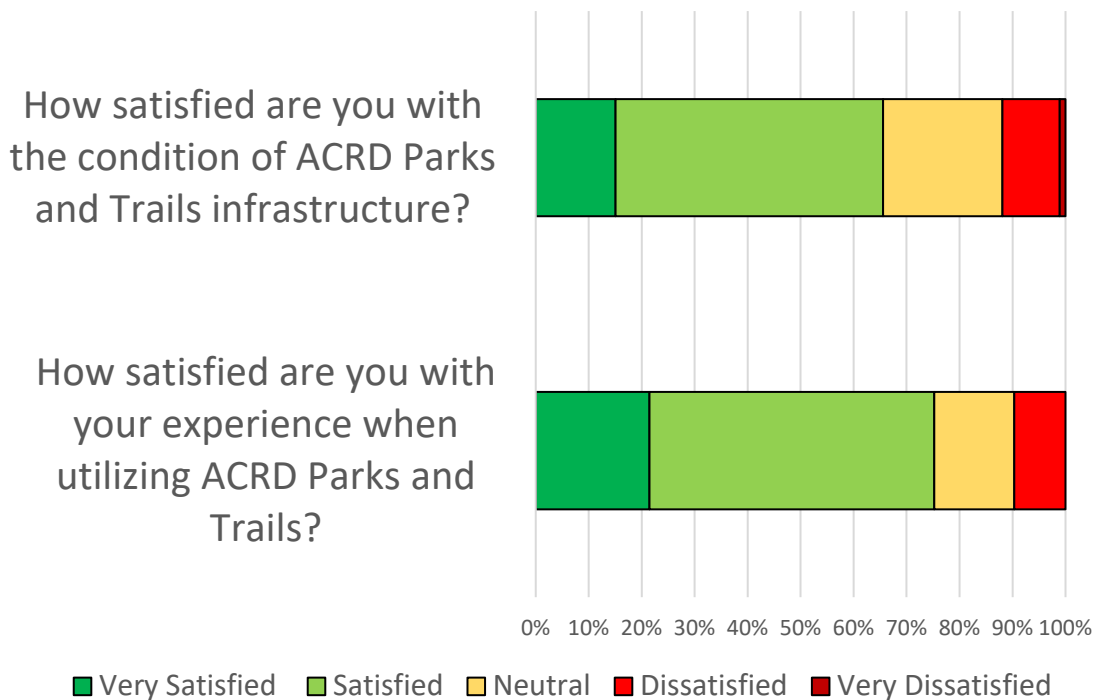
Level Of Service	Parks
Level 1	West Coast Multi Use Pathway
Level 2	China Creek Regional Park, Salmon Beach Public Square, Eileen Scott Park, West Park, Cougar Smith Park, Dickson Park, Faber Road Trail, Lakeshore Road Trail, Cherry Creek Pathway, Nordstrom Park
Level 3	Alberni Inlet Trail, Log Train Trail (Bridges), Mount Arrowsmith Regional Park, Eagle Bay, West Coast Magic Park, Boat Launch Great Central Lake, Maplehurst Park and Trails, Evergreen Park
Level 4	Willowbrae Park, Log Train Trail, South Bamfield Park, Hatchery Park, Sander Park, Bishop Park, Klitsa Park, Highland Park, Karen Place Plark, Chase Park, Taylor Arm Park, Sander Park

The results of the most recent parks survey completed in 2024 indicate a high level of overall user satisfaction, with a greater proportion of respondents indicating they are satisfied or very satisfied with both their experience and the condition of parks and trails compared to previous years.

These results suggest that, overall, current service levels are meeting user expectations. As updated Levels of Service are developed, future monitoring of user satisfaction will continue to be an important tool in evaluating whether service delivery aligns with community expectations and available resources.

Graph 4: Park User Satisfaction

The below graph represents the responses to two questions on park user satisfaction for infrastructure and general experience.

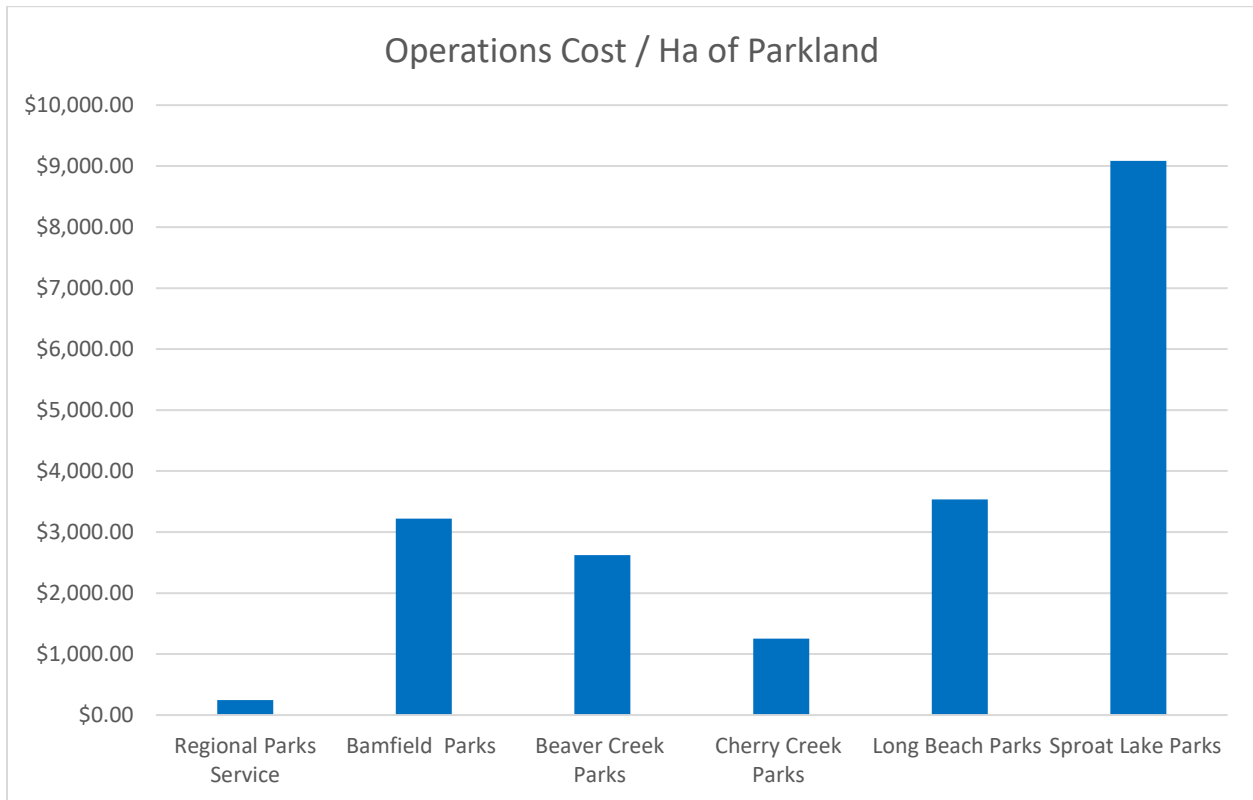


Survey results indicate high overall user satisfaction with ACRD parks and trails, with stronger satisfaction related to user experience than infrastructure condition. While most users report positive

experiences, neutral and lower satisfaction responses related to infrastructure suggest opportunities for targeted maintenance and asset improvement.

### Operations/Service Levels Measurable 2: Operating Costs by Service Area

Graph 5: Cost Per Hectare of Parkland



The above graph illustrates the variation in operating cost per hectare across ACRD Park Services. These differences are primarily driven by the level of service and the type and amount of infrastructure within each service.

For example, the Cherry Creek Parks Service consists largely of Maplehurst Park, which includes a large area of natural forest with minimal infrastructure and relies heavily on volunteer-maintained trails, resulting in lower operating costs. In contrast, the Sproat Lake Parks Service includes predominantly developed parkland such as Cougar Smith Park, Faber Trail, and Lakeshore Trail, which contain significant built infrastructure including playgrounds, sports courts, irrigated fields, and bike park features. These assets require higher levels of maintenance and contracted services, resulting in higher operating costs.

Overall, the data demonstrates that operating costs are closely aligned with service levels and asset complexity, supporting a service delivery approach that matches investment with the intensity of use and infrastructure provided.

For more in depth information please see Appendix A – Park Service Data Sheet

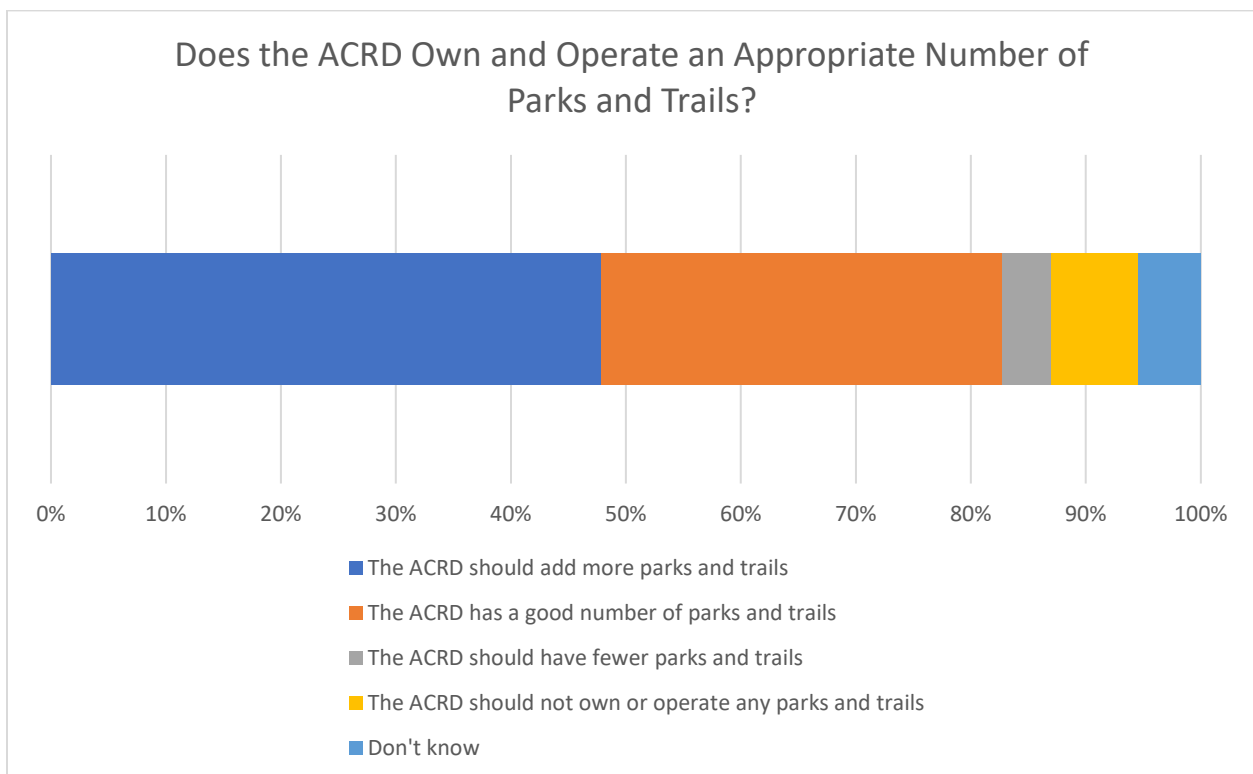
## Acquisition

***Goal: Represent and protect an array of regionally significant natural and cultural areas***

### Acquisition Measurable 1: Acquisition of New Regional or Culturally Significant Parkland

There was 1.02 hectares of parkland acquired under the Sproat Lake Parks Service in 2025. This parkland was acquired through subdivision parkland dedication at Taylor Arm Drive and Sander Drive. The addition of parkland under an ACRD Parks Service must demonstrate that it benefits the community or region in helping to achieve economic, social, and environmental goals. When the opportunity to acquire parkland occurs, the following should be considered: existing parkland inventory, natural features and public open space in addition to local preferences for parkland, impacts on taxes, impacts on sustainability, and impacts on developable land. The ACRD requires parkland dedication through the subdivision process where it meets stated parkland planning objectives/goals for the area and only considers cash in lieu of parkland where the provision of land for a park is not ideal.

Graph 6: Does the ACRD Own and Operate an Appropriate Number of Parks and Trails?



The above graph shows responses from the 2024 parks survey regarding whether the ACRD owns and operates an appropriate number of parks and trails. Results are consistent with previous years and indicate that a majority of respondents either support expanding the parks system or feel that the current number of parks and trails is appropriate. A smaller proportion of respondents indicated that there should be fewer or no parks and trails.

These results suggest that community expectations generally support maintaining or increasing the current level of parkland, while also highlighting the importance of ensuring that future acquisitions are aligned with community needs and available resources.

## Infrastructure

***Goal: Build and maintain infrastructure to ensure safety and environmental sustainability***

### Infrastructure Measurable 1: Infrastructure Meets Adopted Standards

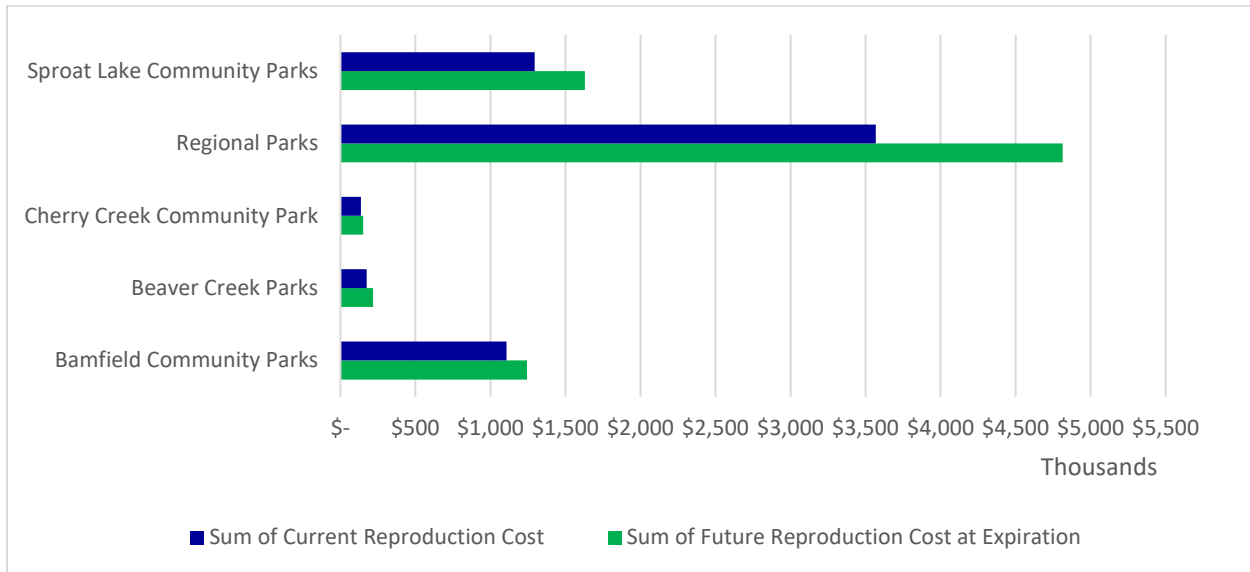
Service Name	2021 Census Pop	Asset Reproduction Cost	Reproduction Cost/Person	# of Parks in Service	Park Area	Ha/1,000 People	Trails and Pathways
Regional Parks Service	33,521	\$3,569,145	\$106.47	6	613.14 Ha	18.29	52.65 km
Bamfield Community Parks	256	\$1,106,225	\$4,321.19	7	9.27 Ha	36.21	0.35 km
Beaver Creek Community Parks	2,946	\$175,304	\$59.51	7	12.13 Ha	4.12	1.83 km
Cherry Creek Community Parks	1,977	\$134,946	\$68.26	2	14.97 Ha	7.57	2.2 km
Long Beach Community Parks	875	NA	NA	1	1.98 Ha	2.26	0
Sproat Lake Community Parks	1,843	\$1,294,644	\$702.47	12	11.56 Ha	6.27	6.8 km
<b>Total</b>		<b>\$6,281,264</b>		<b>35</b>	<b>663.05 Ha</b>		<b>66.94 km</b>

In September of 2021 the ACRD Board adopted the Parks Asset Management Plan (AMP). The purpose of the AMP was to better guide the Board, management and staff in decision-making, sustainable service delivery, and proactivity versus reactivity.

Prior to the AMP's creation, an asset registry was created in which component valuations, approximate expiration dates, and condition assessments were used to calculate required annual financial contributions from requisition and parcel tax in order to maintain desired levels of service. Maintaining and updating of this asset registry will be informed by pursuing updated condition assessments, and improving asset data collection standards and practices. In 2025, the parks linear asset inventory and condition assessment project significantly improved the accuracy of the asset registry and the parks asset management program.

Graph 7: ACRD Parks Reproduction Cost Per Parks Service

The below graph identifies the current reproduction cost of all assets within a park service. That is the cost required if that service would replace all assets that currently exist within the service.

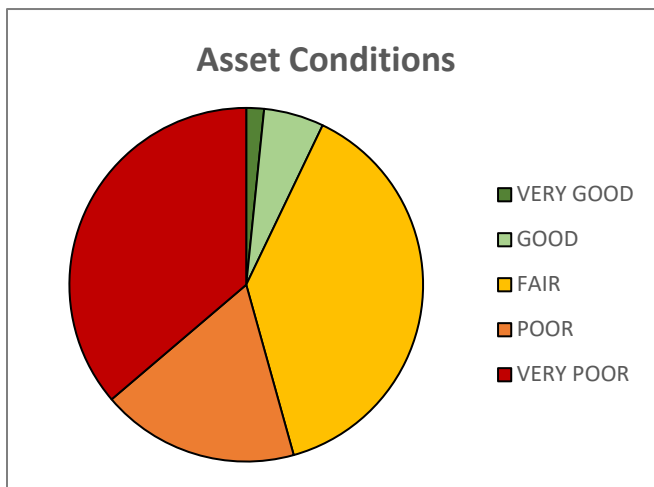


The chart illustrates Regional Parks and more developed community park systems such as Sproat Lake and Bamfield representing the majority of assets, highlighting the need for long-term asset management and financial planning, particularly for higher-value and more developed park systems.

Parks infrastructure has a total current reproduction value of \$6,281,264. This does not include a contingency for construction, engineering, financial, legal or administration costs. Subject to inflation, the estimated future replacement costs are \$8,056,670 for current infrastructure at the end of the components estimated service life.

Graph 8: Asset Conditions

The below graph identifies the proportion of assets in each condition category (very good – very poor)



The chart indicates that a majority of ACRD park assets are in fair to very poor condition, with only a small proportion in good or very good condition.

Asset condition data indicates that a substantial portion of existing park infrastructure is at or nearing the end of its service life and does not meet modern standards, reinforcing the need for prioritized reinvestment and long-term capital planning.

### Infrastructure Measurable 3: Safety Incidents

The ACRD received 10 complaints and four reports of an incident within the parks services in 2025. It is believed that there is underreporting from the public regarding this statistic. Staff hope to focus efforts to improve signage and communications to encourage public feedback as well as report any observed concerns or incidents within ACRD parks.

As per the Park and Playground Inspection and Maintenance Policy:

- All five ACRD playgrounds received comprehensive inspections twice during the 2025 calendar year.
- Staff conducting playground inspections are certified through the British Columbia Recreation and Parks Association.
- All ACRD parks general infrastructure is inspected by staff conducting routine maintenance and repairs and does not follow a set schedule.

## Community Engagement

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***Goal: Engage the community to provide an opportunity for full participation to guide the development of the parks and trails, build connection and volunteerism, and increase awareness.***

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The ACRD Parks Services have been built and continue to thrive due to dedicated local community volunteers who value their local parks and trails. The continued development and growth of ACRD parks requires thoughtful input and advice regarding acquisition, development and care of local parks and trails from local users, neighbors, and the community as a whole. ACRD parks services are a space where local residents have a say and can be involved in building the local parks and trails that best serve their community.

### Community Engagement Measurable 1: Volunteers

Volunteers and community organizations play a critical role in the delivery, stewardship, and ongoing success of ACRD Parks Services. A substantial portion of park and trail maintenance, enhancement, and programming is supported by dedicated local groups and individuals who contribute time, expertise, and local knowledge.

The ACRD currently works with a range of community groups including the Backcountry Horsemen Society, Alberni Outdoor Club, Bamfield Community Affairs, Alpine Club of Canada, and other informal volunteer groups. These contributions significantly enhance park infrastructure, trail accessibility, and overall user experience while strengthening community connection and stewardship.

Historically, volunteer involvement in ACRD parks has occurred through a largely informal approach. While this has enabled a high level of community participation, it has also presented challenges related to consistency, coordination, safety standards, and risk management. As park use, infrastructure complexity, and public expectations continue to grow, there is an increasing need for a more structured and transparent approach to volunteer involvement.

In 2025, the ACRD board directed staff to develop a Parks Volunteer Framework to establish a more consistent and coordinated approach to volunteer participation. The framework is to be based on a community group–managed model, where the ACRD works in partnership with organized groups through formal agreements. Under this approach:

- Volunteer activities are coordinated through recognized partner organizations.
- Staff provide oversight and direction to ensure activities align with ACRD standards and priorities.
- Safety requirements, training expectations, and insurance coverage are clearly defined.
- Volunteer work is documented and reported to support accountability and asset management.

This evolving approach represents a shift toward a more structured and sustainable volunteer program that balances the benefits of community-driven stewardship with the operational needs of a local government. It also supports improved alignment between volunteer activities and Levels of Service by ensuring that work undertaken by volunteers reflects the intended maintenance standards, risk considerations, and user experience of each park or trail.

The continued support and development of volunteer partnerships remains a priority for ACRD Parks Services, as volunteerism is essential to maintaining and enhancing parks and trails across the region in a financially sustainable manner.

### Parks Commissions

The ACRD has two community parks commissions one in Bamfield and one in Sproat Lake. These commissions provide advice and contribute volunteer organization and hours towards the following parks matters pertaining to their specific Electoral Area community parks functions:

- Annual parks budget
- Park and trail development
- Park amenities
- Parkland acquisition opportunities
- Park volunteer engagement and direction
- Community park events
- Being aware of and representing the views of the community
- Responding to matters in partnership with ACRD staff

Parks commissions provide a formal structure and processes for the community to participate and provide input into their community parks services. Establishing formal procedures and structure for

ACRD parks commissions will ensure these commissions are effective, and volunteer hours are being used efficiently.

### Other Local Community Groups/Volunteers

A substantial portion of volunteer hours spent within ACRD parks and trails are done by local community groups whose focus extends beyond just ACRD parks. These groups include the Backcountry Horsemen Society, the Alberni Outdoor Club, Bamfield Community Affairs, and the Alpine Club of Canada plus many other informal community groups. These groups, under their own initiatives, have taken on activities to enhance or maintain certain aspects of ACRD parks. Supporting these groups in their activities and formalizing a relationship with the ACRD ensures that these activities are meeting the needed established standards required of a local government, as well as establishing processes for the consideration of proposed initiatives and projects.

### Community Engagement Measurable 2: Public Participation in Engagement Activities

There are many avenues of community engagement for ACRD parks such as parks commissions, other local community groups, open houses, or tools such as [letsconnectacrd.ca](https://letsconnectacrd.ca), surveys and social media.

Parks services were a common topic at OCP public engagement events in 2025. As the ACRD continues to update Electoral Area OCPs, current park operations and the future of park development will be a significant component of community planning.

## Projects

### Completed 2025 Projects

#### **Parks Commission Recruitment (Bamfield)**

The term for members of the Bamfield Parks Commission expired, and recruitment was completed to re-establish an active and functioning commission.

#### **Parks Identification and Wayfinding Signage**

Installation of park identification and wayfinding signage continued across all park services to improve navigation and user experience.

#### **Linear Asset Condition Assessment**

Completed in fall 2025, this project improved mapping and condition data for key infrastructure, including bridges, boardwalks, and wharf structures, supporting the asset management program.

#### **Dickson Park Marine Access Design**

Concept design for marine access infrastructure at Dickson Park was completed to support future improvements.

#### **Faber Trail Extension Design**

Concept design for extending the Faber Trail to Cougar Smith Park was completed in spring 2025.

### **Evergreen Park Broom Removal**

In partnership with Alberni Valley Broombusters and the Backcountry Horsemen, a significant Scotch broom infestation was removed from the Evergreen Park back field.

### **Grappler Wharf Safety Upgrades**

Safety improvements, including installation of ladders, bull rail, and float repairs, were completed to address identified risks.

## **Projects in Progress or Beginning in 2026**

### **Website Enhancements**

Ongoing improvements to the ACRD website to enhance access to parks information, project updates, and opportunities for community participation and feedback.

### **Parks Commission Procedures and Guidelines**

Development of formal procedures and guidelines to clarify roles, improve efficiency, and support volunteer participation within parks commissions.

### **Asset Inventory and Condition Assessments**

Ongoing improvements to the parks asset register and condition data to better inform asset management and long-term planning (grant dependent).

### **Parks Signage Improvements**

Continued design and installation of park identification, information, and wayfinding signage across all ACRD parks.

### **Trails Level of Service and Classification**

Development of updated Levels of Service and classification framework for parks and trails, reflecting differences between parkland and linear trail systems.

### **Log Train Trail (LTT) Lease Negotiation (MOTT)**

Negotiation of a new lease agreement with the Ministry of Transportation and Transit to support implementation of the LTT Management Plan.

### **Log Train Trail Lease Transition Planning**

Development of a transition plan to implement updated governance and allowable uses identified in the LTT Management Plan.

### **Maplehurst Cherry Creek Access Planning**

Planning and development of improved access to Maplehurst Park.

### **Maplehurst Renaming Initiative**

Working with Tseshaht and Hupacasath Nations to establish a Nuuchah-nulth name for Maplehurst Park.

**Maplehurst Bridge and Boardwalk Repairs**

Assessment and planned repair or replacement of four bridge and boardwalk structures within Maplehurst Park.

**Dickson Park Marine Access Improvements**

Advancement of improvements to the swimming dock access walkway, based on the 2025 concept design, with further scope development by the Sproat Lake Parks Commission.

**Lot 950 Crown Land Investigation**

Investigation of potential acquisition or Section 57/56 application for recreational use of Crown land adjacent to Taylor Arm Drive.

**Evergreen Park Broom Reclamation**

Ongoing management and replanting efforts to prevent reinfestation of Scotch broom and improve ecological conditions.

**Maquinna Trails Investigation**

Review of a proposal to apply for a Section 57 Crown land permit for the Maquinna Trails system.

**Cougars Pass Investigation**

Investigation of a potential Section 57 Crown land trail permit for trails in the Bamfield area.

**Great Central Lake Boat Launch Concept Design**

Development of a concept design to guide future improvements to the public boat launch infrastructure.

**Volunteer Program Development**

Development of a formal framework to support volunteer coordination, safety, and alignment with ACRD operational priorities.

**Cougar Smith Park Septic Assessment**

Condition assessment of the septic system to inform maintenance and future upgrades.

**Projects on the Horizon (2026+)**

**Parks Acquisition Policy**

Development of a Parkland Acquisition Policy to guide consistent and strategic parkland acquisition decisions in collaboration with Planning.

**Parks Donation and Dedication Program**

Development of a framework to support donations, dedications, and memorial installations within parks services.

**Regional Parks Governance Review**

Review of governance and funding structure for the Regional Parks Service to ensure alignment with long-term objectives.

**Log Train Trail Network Expansion**

Investigation of opportunities to expand the LTT network to include informal access points identified in the Management Plan.

**Franklin River Bridge (Grant Dependent)**

Proposed pedestrian bridge project, subject to securing grant funding following completion of feasibility work.

**Smiley Rink Board Replacement**

Replacement or upgrade of deteriorated rink boards in Bamfield.

**Eileen Scott Park Pavilion Construction**

Proposed pavilion structure to provide covered gathering space, subject to approvals.

**Nordstrom Park Improvements**

Further project scoping to identify community needs required.

**Kitsuksis Crown Land Trail Integration (Beaver Creek & Cherry Creek)**

Potential formalization of existing informal Crown land trails within community park services.

**Maplehurst Park Sensitive Ecosystem Planning**

Identification, mapping, and protection of environmentally sensitive areas within Maplehurst Park.

**Great Central Lake Boat Launch Capital Improvements**

Future upgrades to boat launch infrastructure.

**Mount Arrowsmith Road Improvements**

Assessment and potential upgrades to improve road condition and ensure safe access.

## **Appendix A – Park Service Data Sheet**

ACRD PARKS SERVICE DATA SHEET - 2025

<b>ACRD</b>	<b>Regional Parks Service</b>	<b>Bamfield Parks</b>	<b>Beaver Creek Parks</b>	<b>Cherry Creek Parks</b>	<b>Long Beach Parks/MUP</b>	<b>Sproat Lake Parks</b>	<b>Total</b>
<b>2021 Census population</b>	33,521	256	2,946	1,977	875	1,843	-
<b>Asset Replacement Value</b>	\$3,569,145	\$1,106,225	\$175,304	\$134,946	\$0	\$1,294,644	<b>\$6,281,264</b>
<b>Asset Replacement Value / Person</b>	\$106.47	\$4,321.19	\$59.51	\$68.26	\$0	\$702.47	-
<b># of Parks in Service</b>	6	7	7	2	1	12	<b>35</b>
<b>Total Parkland Area (Ha)</b>	613.14	9.27	12.13	14.97	1.98	11.56	<b>663.05</b>
<b>Ha/1,000 People</b>	18.29	36.21	4.12	7.57	2.26	6.27	-
<b>Trails and Pathways (KM)</b>	52.65	0.35	1.83	2.2	3.13	6.8	<b>66.94</b>
<b>2025 Financial Plan base operations cost</b>	\$151,165	\$27,831	\$31,794.00	\$22,025	\$7,100.00	\$123,392	-
<b>2025 Service Tax Requisition</b>	\$166,000	\$34,137	\$29,967.00	\$20,725	\$7,000.00	\$122,437	-
<b>Operations Cost / Person</b>	\$4.51	\$108.71	\$10.79	\$11.14	\$8.11	\$66.95	-
<b>2025 tax requisition / Person</b>	\$4.95	\$133.35	\$10.17	\$10.48	\$8.00	\$66.43	-
<b>Operations cost / ha of parkland</b>	\$246.54	\$3,002.27	\$2,621.10	\$1,471.27	\$3,141.59	\$10,674.05	-
<b>New parkland acquired 2025 (ha)</b>	0	0	0	0	0	1.02	<b>1.02</b>
<b>Safety incidents / complaints</b>	4	2	2	0	0	6	<b>14</b>
<b>average annual traffic / counter</b>	6,250 needs MUP	8,678	8,052	9,215	Insufficient data	5,205	<b>10544</b>

**Appendix B –Survey General Parks Questions**

# ACRD Parks User Satisfaction Survey

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## **SURVEY RESPONSE REPORT**

11 January 2021 - 15 May 2025

### **PROJECT NAME:**

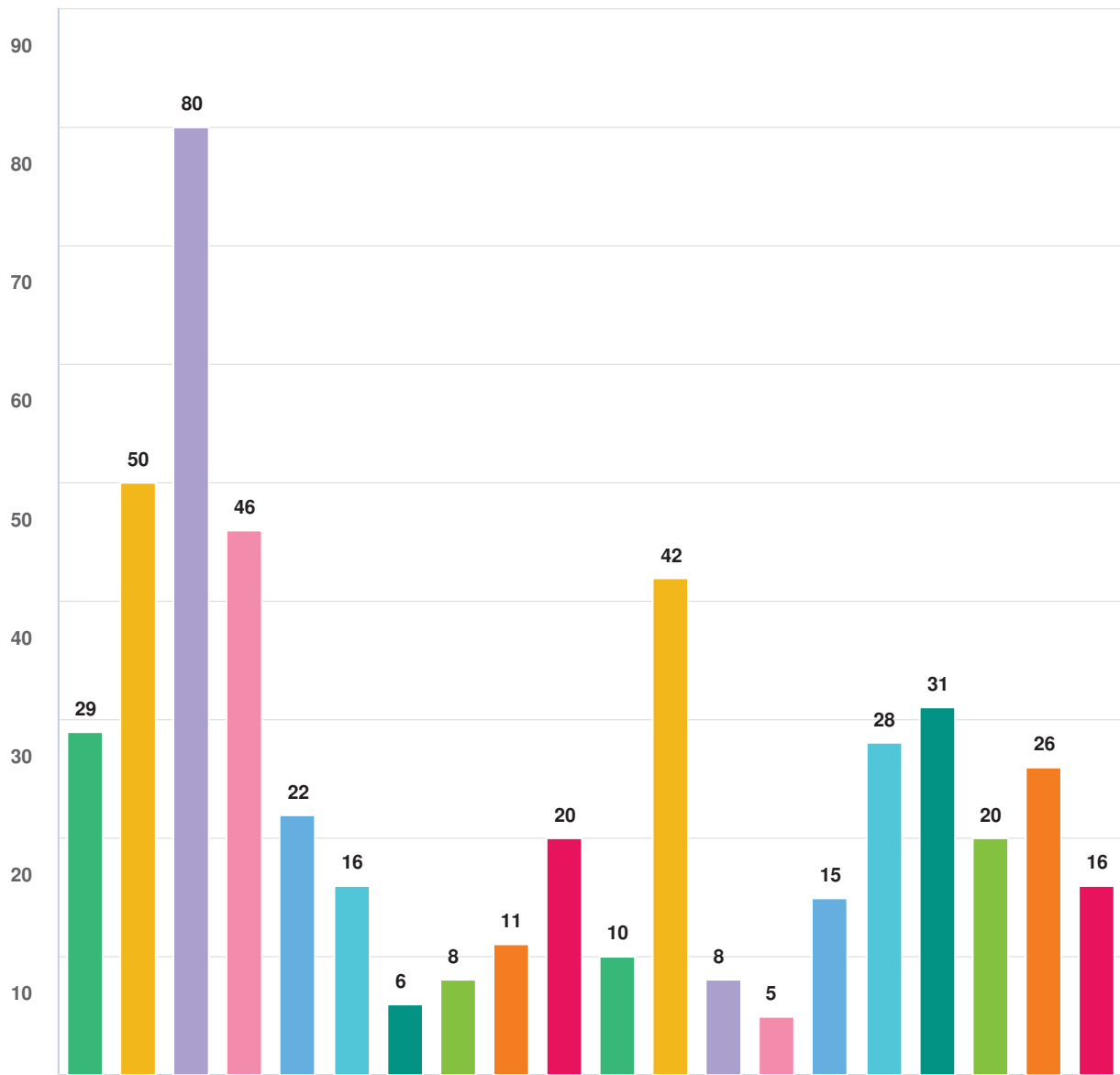
ACRD Parks User Satisfaction Survey





SURVEY QUESTIONS

**Q1 Which ACRD park(s) have you been to in 2024? (Select all that apply)**



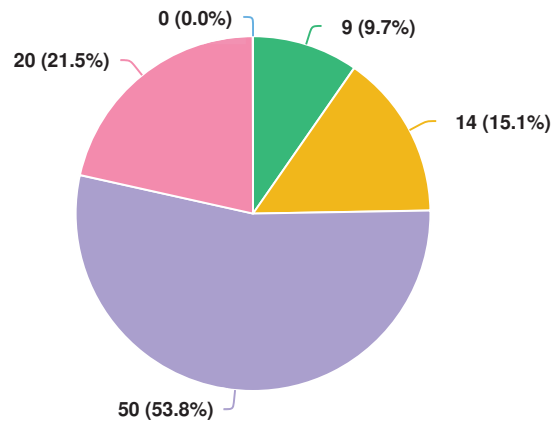
**Question options**

- Mount Arrowsmith Park (Regional)    ● China Creek Park (Regional)    ● Log Train Trail (Regional)
- Alberni Inlet Trail (Regional)    ● West Coast Multi-Use Pathway (Regional)    ● West Bamfield Park (Bamfield)
- Eagle Bay Park (Bamfield)    ● West Coast Magic Park (Bamfield)    ● Eileen Scott Centennial Park (Bamfield)
- Evergreen Park (Beaver Creek)    ● Nordstrom Park (Beaver Creek)    ● Maplehurst Park (Cherry Creek)
- Willowbrae Park (Long Beach)    ● Salmon Beach Public Square (Salmon Beach)    ● Dickson Park (Sproat Lake)
- Cherry Creek Pathway (Cherry Creek)    ● Cougar Smith Park (Sproat Lake)
- Great Central Lake Boat Launch (Sproat Lake)    ● Faber Road Trail (Sproat Lake)    ● Lakeshore Road Trail (Sproat Lake)

Optional question (92 response(s), 2 skipped)

Question type: Checkbox Question

**Q2 | How satisfied are you with your experience when utilizing ACRD Parks and Trails?**

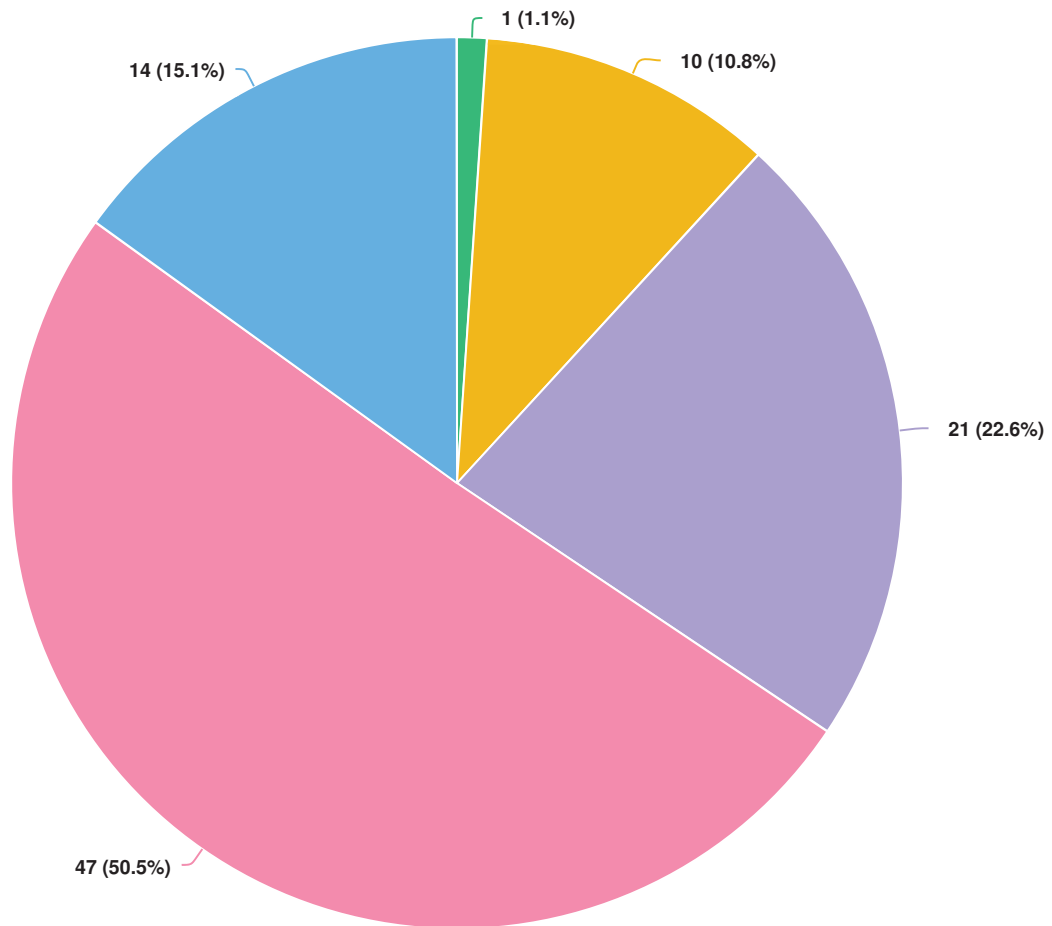


**Question options**

- unsatisfied
- Neutral
- Satisfied
- Very Satisfied
- Very unsatisfied

Optional question (93 response(s), 1 skipped)  
Question type: Emoji Question

**Q3** How satisfied are you with the condition of ACRD Parks and Trails infrastructure?



**Question options**

- Very unsatisfied
- Unsatisfied
- Neutral
- Satisfied
- Very Satisfied

Optional question (93 response(s), 1 skipped)

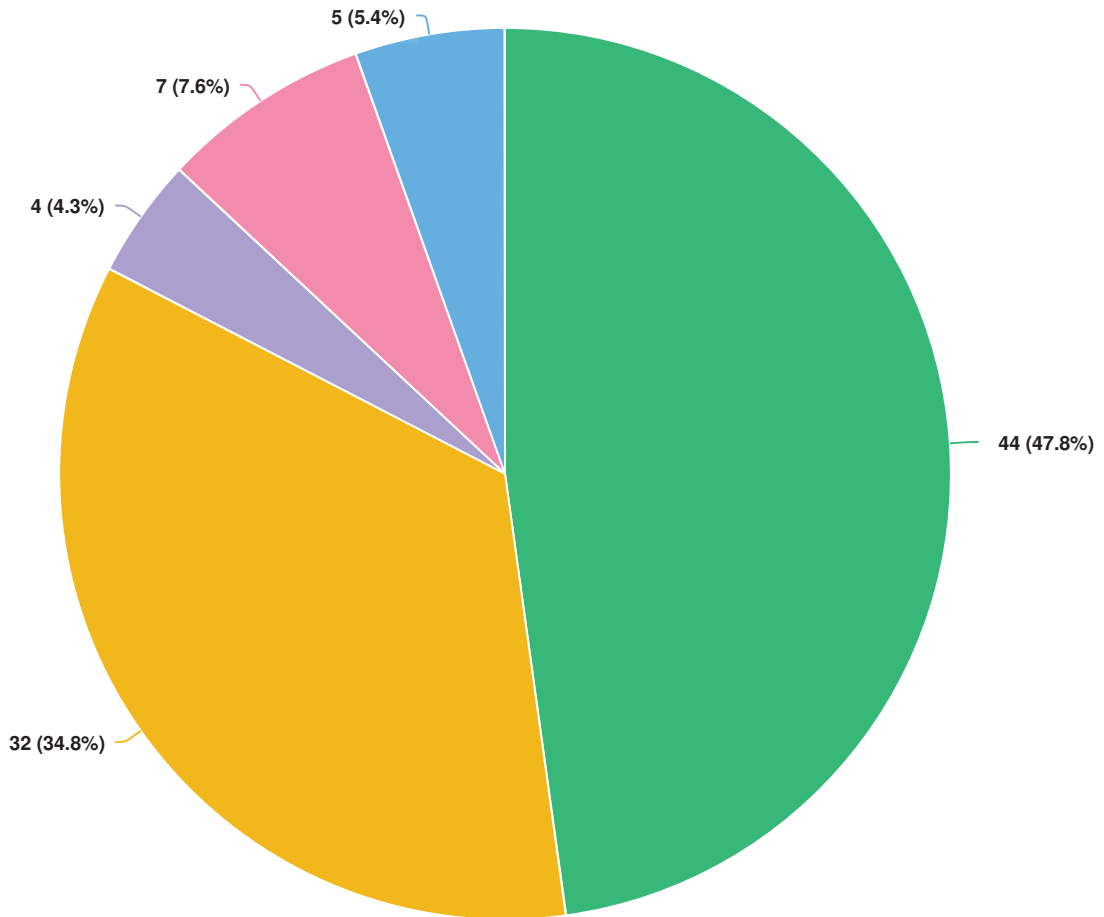
Question type: Emoji Question

**Q4 | Prioritize what you value most about ACRD Parks and Trails. (1= most valued, 4= least valued)**

<b>OPTIONS</b>	<b>AVG. RANK</b>
A place for outdoor recreation	1.66
Protection of the environment	1.87
A place for community building and public gathering	3.05
Attracting tourism and improving the economy	3.23

*Optional question (91 response(s), 3 skipped)*  
*Question type: Ranking Question*

**Q5 | Does the ACRD own and operate an appropriate number of parks and trails?**

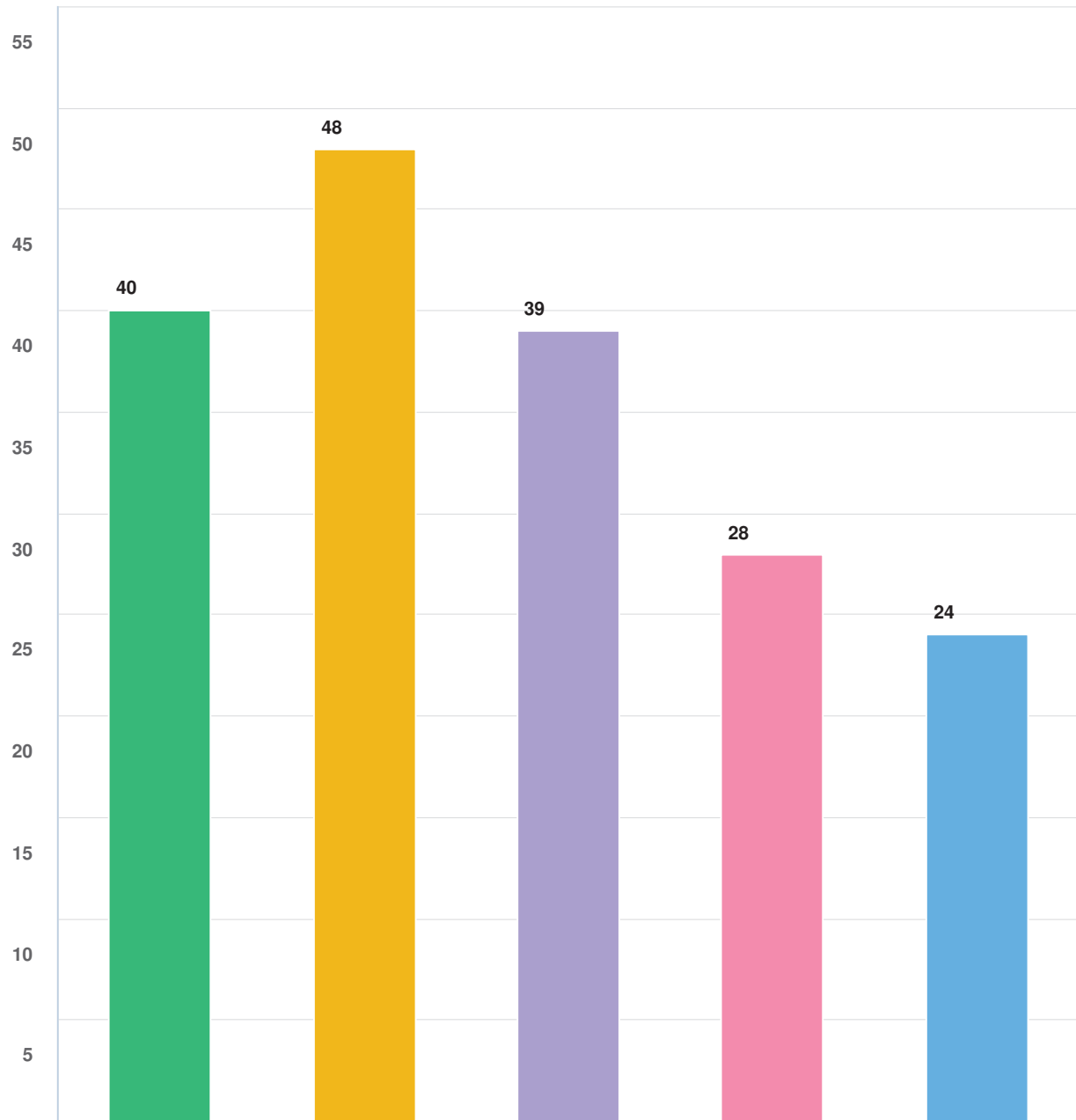


**Question options**

- The ACRD should add more parks and trails
- The ACRD has a good number of parks and trails
- The ACRD should have fewer parks and trails
- The ACRD should not own or operate any parks and trails
- I don't know

*Optional question (92 response(s), 2 skipped)  
Question type: Radio Button Question*

**Q6** Which aspect(s) do you believe need increased investment from the ACRD? Select all that apply

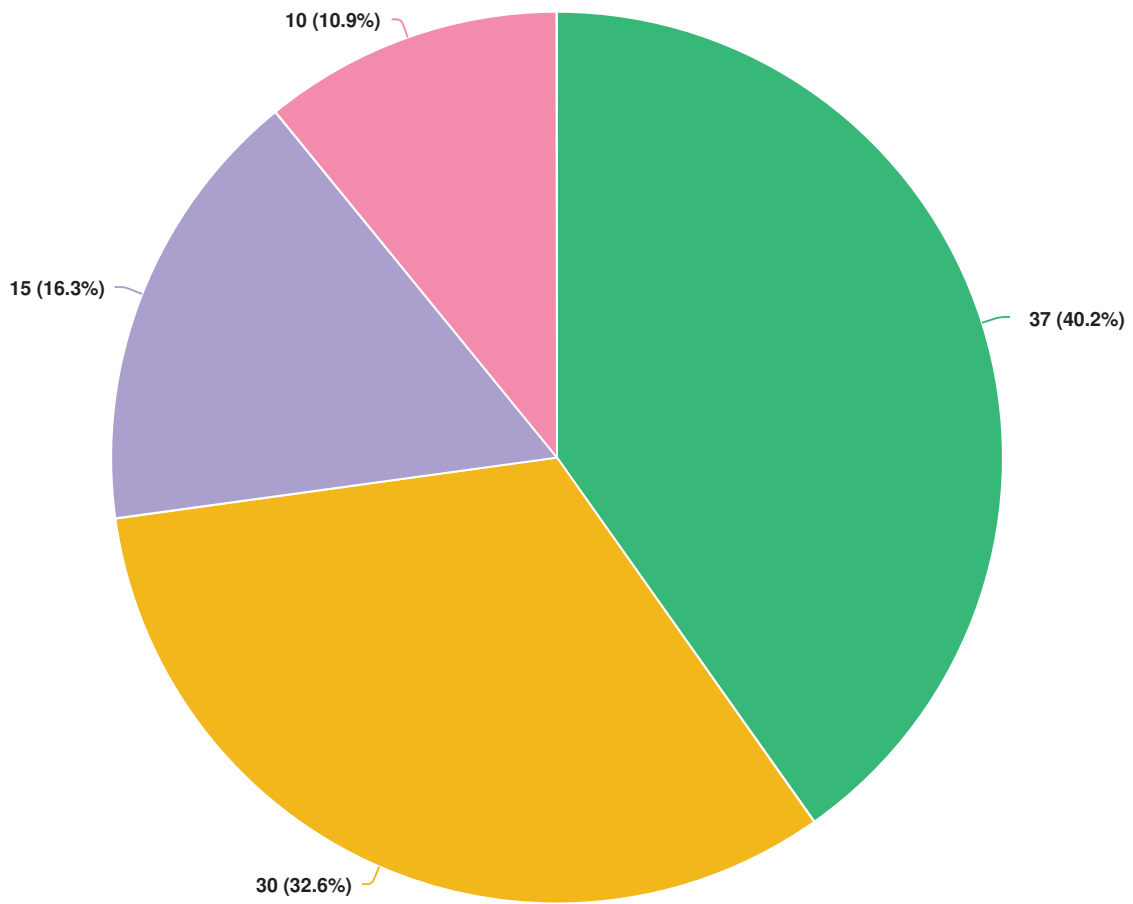


**Question options**

- Park infrastructure (new signage, trails, benches, playgrounds, etc.)
- Park maintenance (scheduled landscaping, garbage removal, repair, etc.)
- New parkland acquisition (increase number of parks and trails)
- Improved community engagement (more communication, strengthening volunteerism)
- No increased investment

Optional question (92 response(s), 2 skipped)  
Question type: Checkbox Question

**Q7 | Assuming the level of service is directly correlated to the tax rate, which statement do you support?**

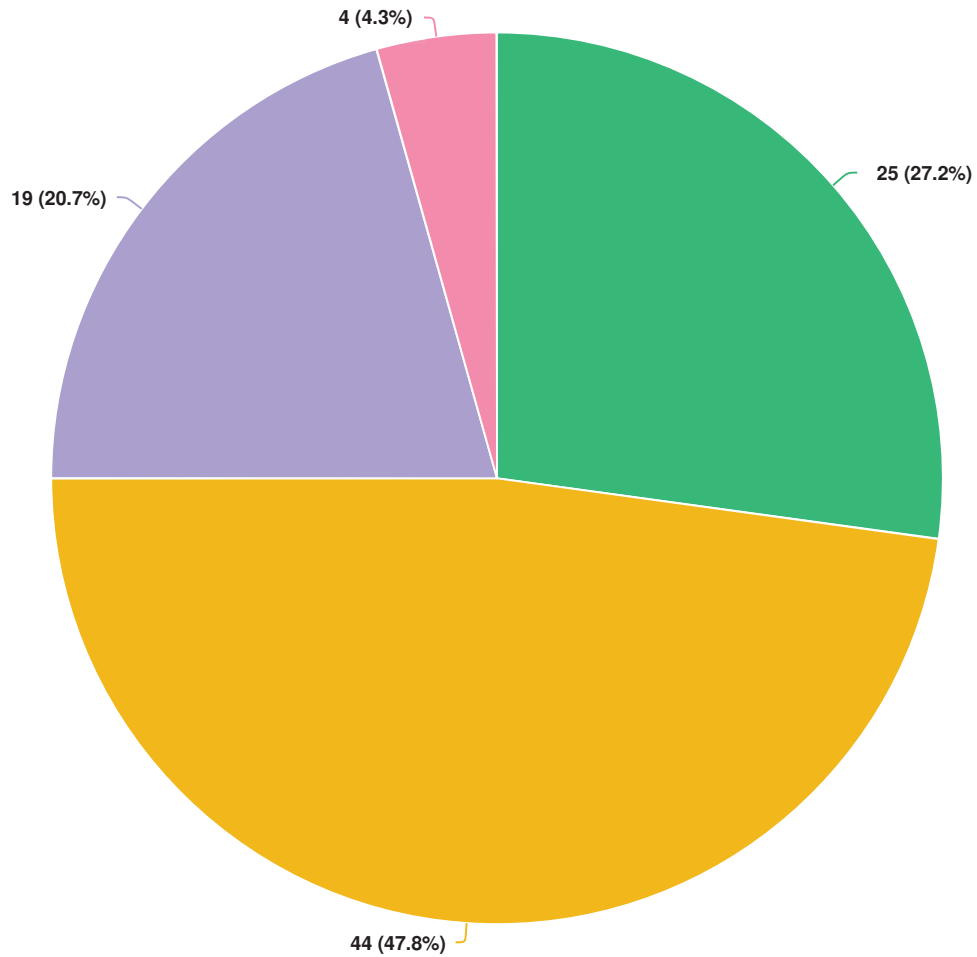


**Question options**

- I support maintaining the existing Parks services and maintaining a stable tax rate
- I support the expansion of ACRD Parks services and an increase in its tax rate
- I support service cuts to the ACRD Parks services and decreasing the tax rate
- I'm not sure

*Optional question (92 response(s), 2 skipped)  
Question type: Radio Button Question*

**Q8 | How well do you think this mission and vision reflect what is important to you for ACRD Regional Parks and Trails?**

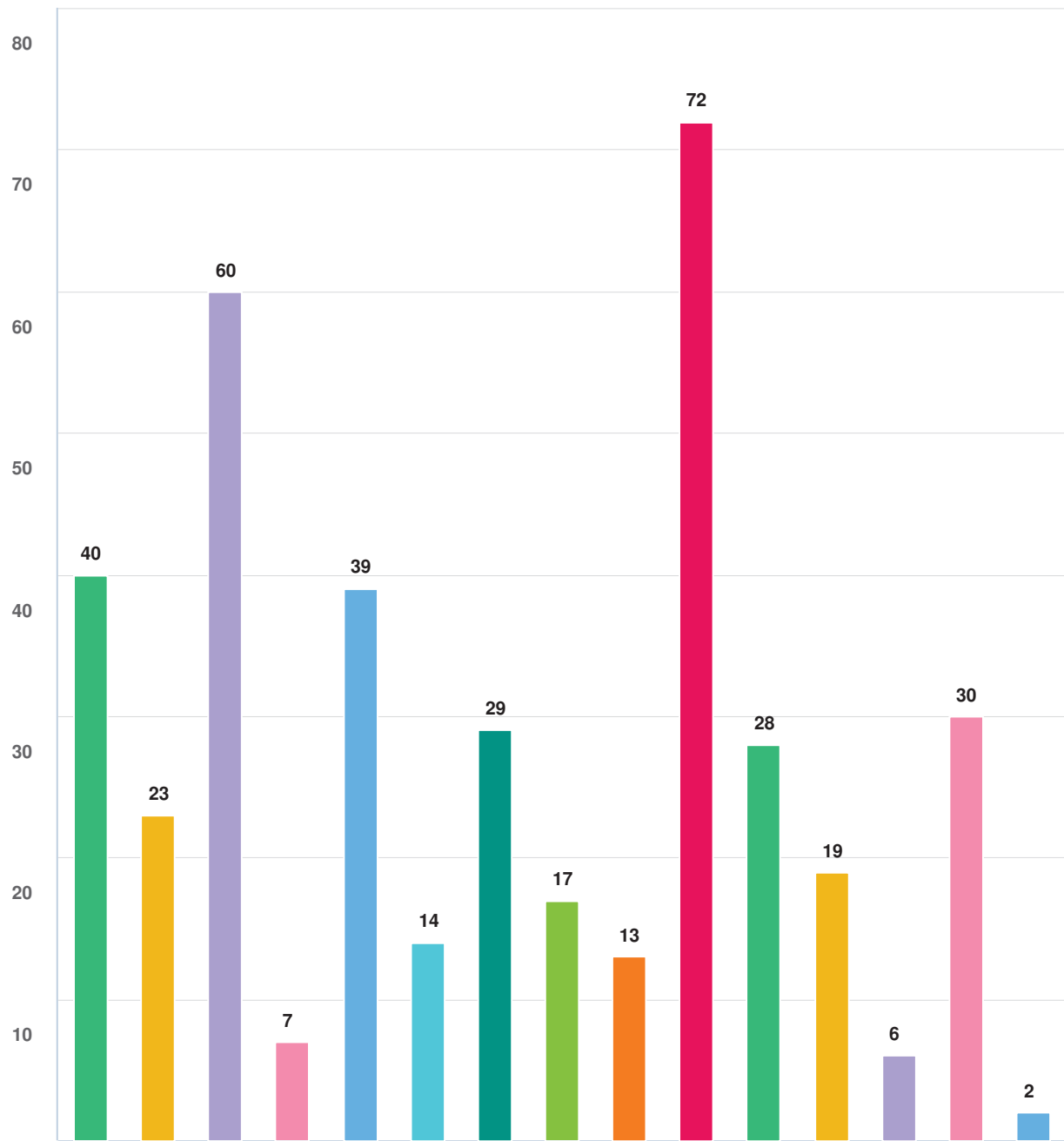


**Question options**

- Very Well
- Somewhat / There is room for improvement
- Not Well
- I Don't Know

Optional question (92 response(s), 2 skipped)  
Question type: Radio Button Question

**Q10** What KEY words or phrases are most important to you for guiding Parks and Trails development in the ACRD? Please select up to (5) FIVE.

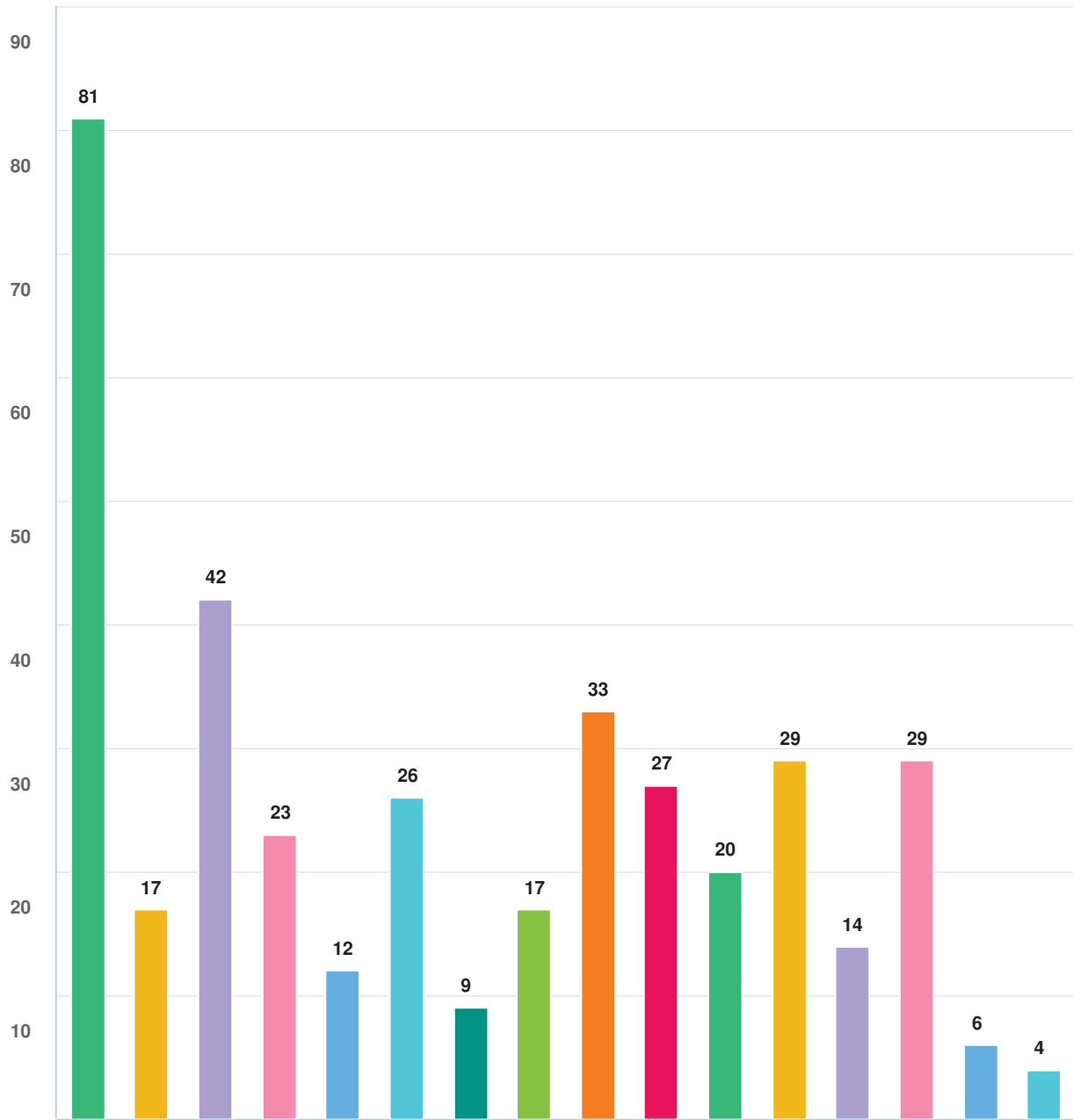


**Question options**

- Accessibility
 ● Connectivity
 ● Conservation/Protection
 ● Cultural Values
 ● Diverse Landscapes/Ecology
- Education
 ● Family Oriented
 ● Fiscally Responsible
 ● Reconciliation
 ● Recreation (Outdoor, Nature Based)
- Safety
 ● Stewardship
 ● Visitor Experience
 ● Well-Managed
 ● Other (please specify)

Optional question (92 response(s), 2 skipped)  
 Question type: Checkbox Question

**Q11 | What are the TOP ACTIVITIES that you pursue or hope to pursue at ACRD Parks and Trails? Please select up to (5) FIVE.**

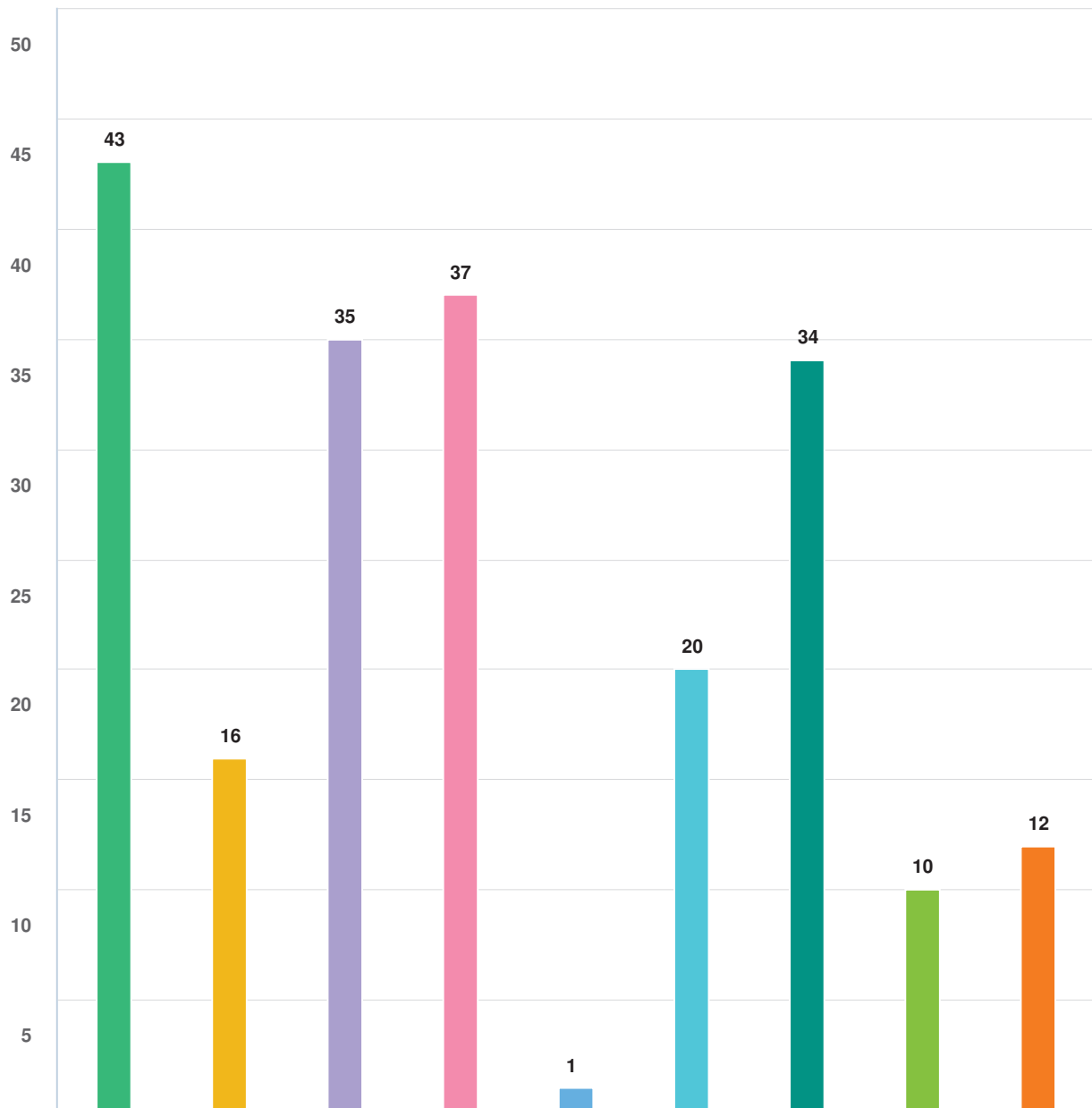


**Question options**

- Walking/Hiking    ● Trail Running/Jogging    ● Dog Walking    ● Camping    ● Horseback Riding    ● Swimming
- Rock Climbing/Mountaineering    ● Boat Launching    ● Nature Appreciation/Bird Watching/Photography
- Motorized Recreation (ATV, Dirtbike etc.)    ● Learning About Nature/local History/Culture    ● Relaxing/picnicking
- Stewardship/Volunteering    ● Biking/E-Biking/Mountain Biking    ● Skiing/Sledding/Snow Sports    ● Other (please specify)

Optional question (92 response(s), 2 skipped)  
Question type: Checkbox Question

**Q12** What are your top concerns for ACRD Parks and Trails? Please select upto (3) THREE



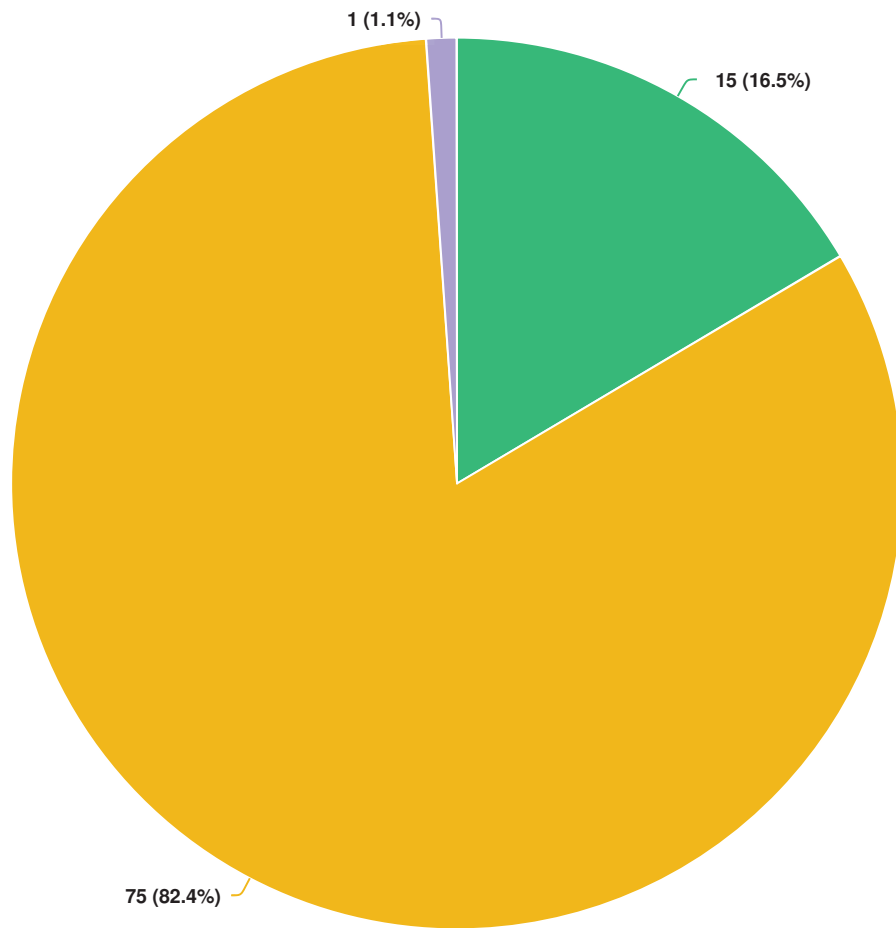
**Question options**

- Impacts or degradation of the natural environment (e.g. garbage, invasive species, wildlife impact, wildfire management)
- Overuse or overcrowding     ● Conflicts between user groups
- Improper use or poor etiquette (aggressive dogs, unsafe use, etc.)     ● Park or trail locations not close to my home
- Limited parking or ease of access     ● Level of maintenance (e.g. trail conditions)     ● I don't have any concerns
- Other (please specify)

*Optional question (92 response(s), 2 skipped)*

*Question type: Checkbox Question*

**Q13** Do you or someone you visit parks with have a accessibility requirement? (e.g. a condition that impacts mobility, vision, hearing, cognition, or requires the use of an aid such as a stroller, wheelchair, cane, or walker)?

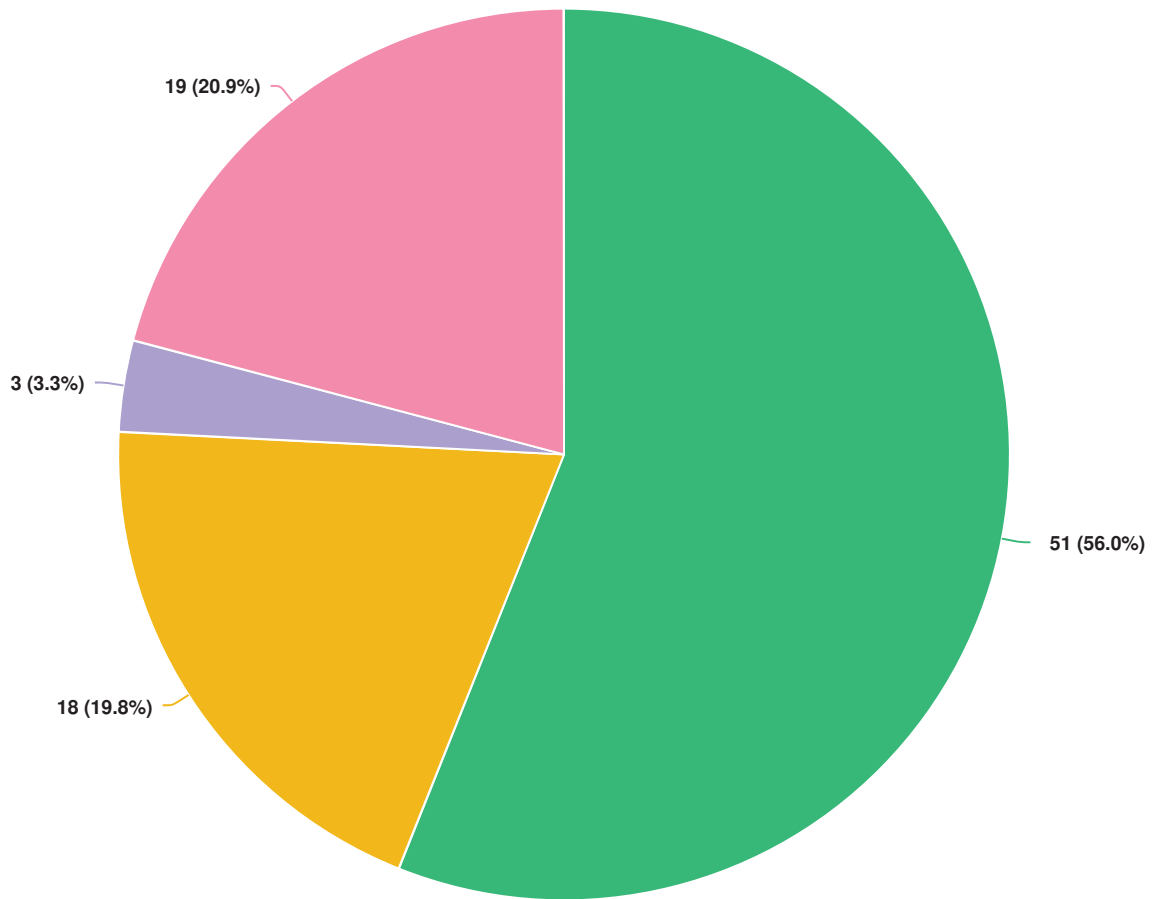


**Question options**

- Yes
- No
- I prefer not to say

Optional question (91 response(s), 3 skipped)  
Question type: Radio Button Question

**Q15** | The ACRD has a commitment to inclusion with a vision of making parks welcoming and meaningfully accessible to all. Do you feel that ACRD parks are welcoming, inclusive, safe, and meaningfully accessible spaces?

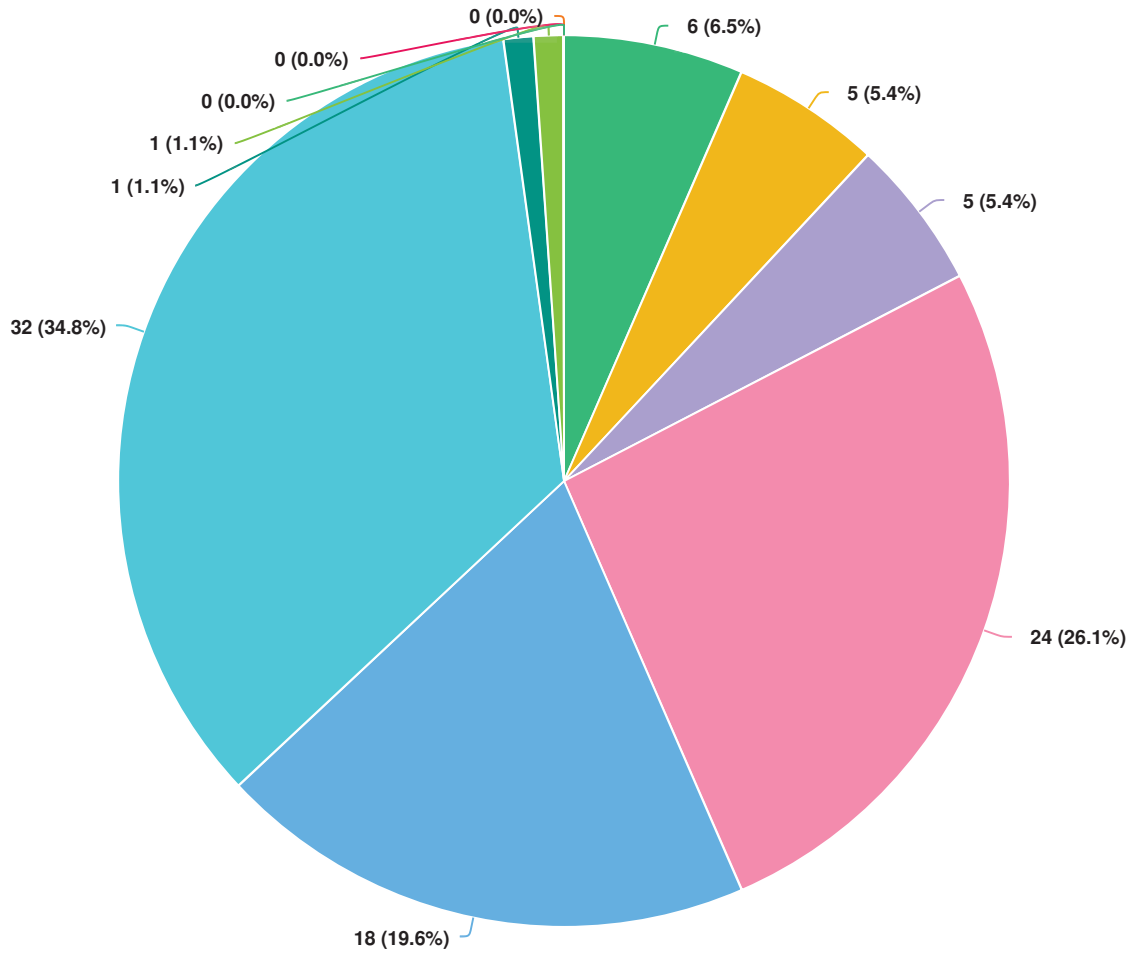


**Question options**

- Yes
- No
- I prefer not to say
- Other (please specify)

Optional question (91 response(s), 3 skipped)  
Question type: Radio Button Question

**Q16** | Where do you live?

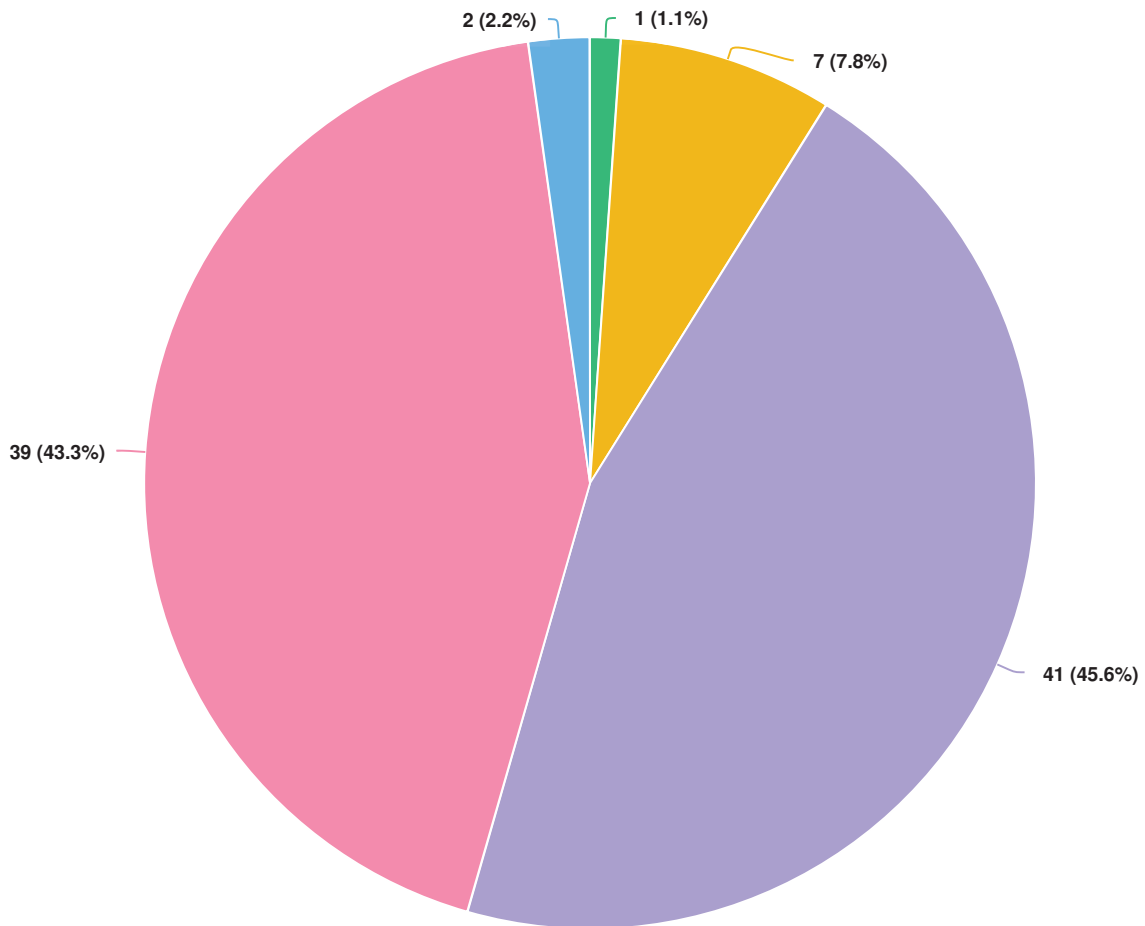


**Question options**

- Bamfield Electoral Area 'A'
- Beaufort Electoral Area 'B'
- Sproat Lake Electoral Area 'D'
- Beaver Creek Electoral Area 'E'
- Cherry Creek Electoral Area 'F'
- City of Port Alberni
- District of Tofino
- Outside of the ACRD
- Long Beach Electoral Area 'C'
- District of Ucluelet
- First Nations Community (Please Specify)

Optional question (92 response(s), 2 skipped)  
 Question type: Radio Button Question

**Q17** | What is your age group?



**Question options**

- 17 years or younger
- 18 to 34 years old
- 35 to 59 years old
- 60 to 79 years old
- 80 years or older

Optional question (90 response(s), 4 skipped)  
Question type: Radio Button Question

## Appendix C – Level of Service Categories

The below Level of Service Categories were approved by the ACRD Board of Directors in 2021, these LOS work well with a large parkland area but staff have found are not as relevant with linear trails and pathways such as The Log Train Trail, Alberni Inlet, Lakeshore, Faber and MUP. In 2026, a review of Level of Service Categories for parks, trails and pathways will be prepared and presented to the Board.

LEVEL OF SERVICE CATEGORIES		
LEVEL	STANDARD	USE
LEVEL 1 – HIGHEST LEVEL OF MAINTENANCE	<ul style="list-style-type: none"> <li>- The park or trail is maintained for first-class appearance.</li> <li>- Generally, impeccably clean and well-groomed.</li> <li>- Maintenance and monitoring performed weekly to multiple times a week.</li> <li>- Infrastructure is designed to highest standard and inspected regularly to ensure maintained public safety and high functionality.</li> <li>- Vegetation including trees, shrubs and grasses are kept pruned and manicured to be in exceptional condition and aesthetically pleasing.</li> <li>- No accumulated debris or litter onsite.</li> </ul>	Highly visible, high profile parks and trails with intensive public use.
LEVEL 2 – MEDIUM TO MODERATE LEVEL OF MAINTENANCE	<ul style="list-style-type: none"> <li>- Parks and trails are kept neat, orderly and groomed but not to the same standard as Level 1.</li> <li>- There is tolerance to the effects of “wear and tear”, moderate traffic and natural processes.</li> <li>- Maintenance and monitoring performed bi-monthly to weekly.</li> <li>- Infrastructure is designed to safely accommodate current level of use and is routinely inspected to ensure public safety.</li> <li>- Vegetation including trees, shrubs and grasses are kept pruned and maintained to accommodate current park use.</li> <li>- Little to no accumulated debris or litter.</li> </ul>	Medium to high level of intensive public use.
LEVEL 3 – LOW TO MEDIUM LEVEL OF MAINTENANCE	<ul style="list-style-type: none"> <li>- Natural park space.</li> <li>- Maintenance and monitoring performed monthly or in response to public complaints.</li> <li>- Limited and low maintenance infrastructure designed for less intensive uses.</li> <li>- Vegetation pruned or maintained in the event of a safety concern.</li> <li>- Debris or litter cleaned up in response to a public complaint.</li> </ul>	Intended to be a natural park space or low to medium use of constructed trail.
LEVEL 4 – NO ROUTINE MAINTENANCE	<ul style="list-style-type: none"> <li>- Natural park space.</li> <li>- No scheduled routine maintenance or monitoring.</li> <li>- No assets onsite.</li> <li>- Vegetation management, debris or littler clean up occurs in response to public complaint.</li> </ul>	Inactive park with no infrastructure.

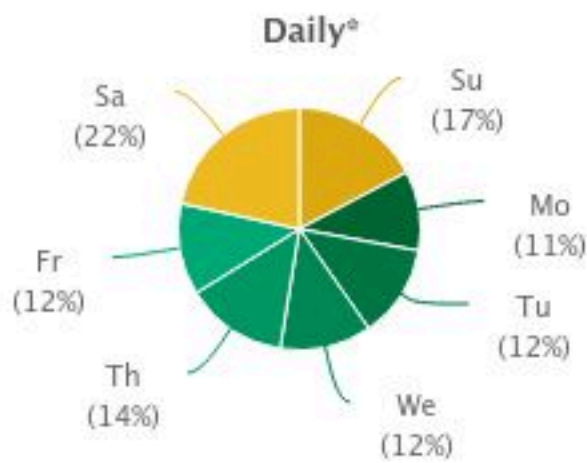
**Appendix D –Infrared Counter Data Sheets**

# Bamfield West Side

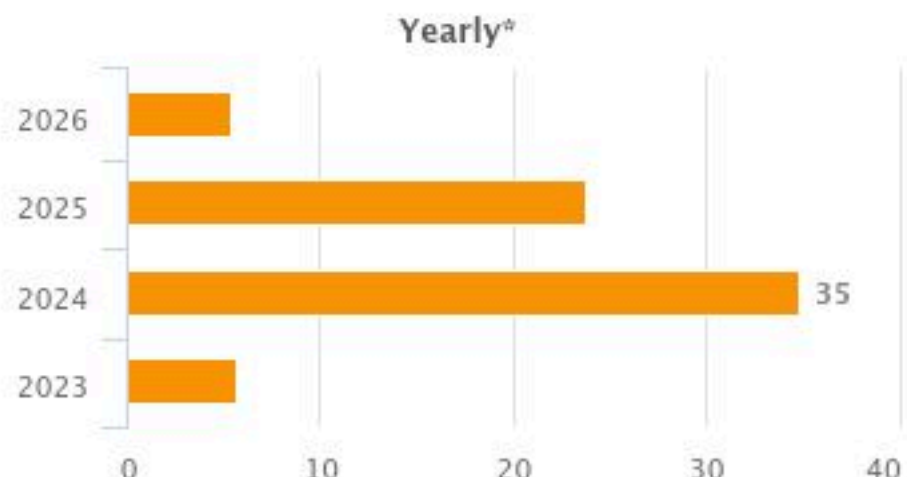
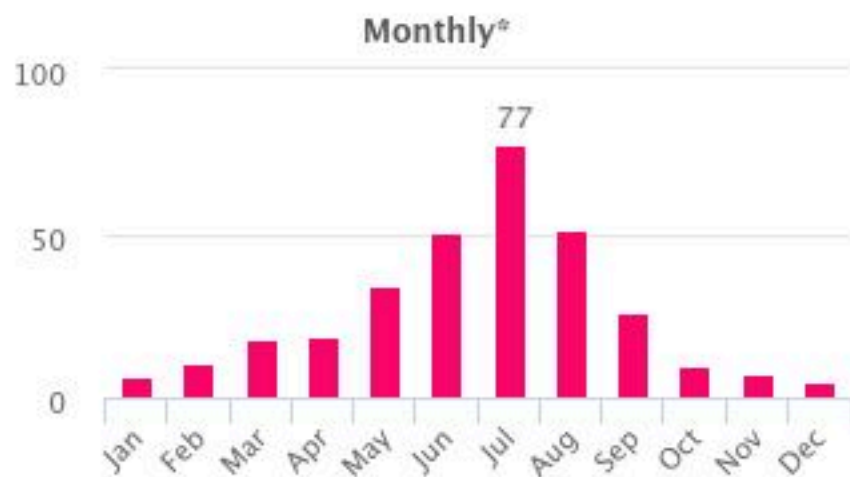
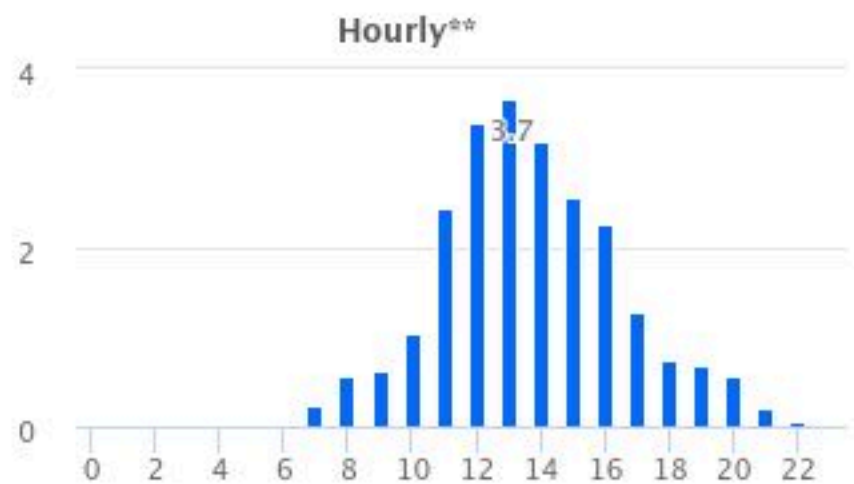
Site report: from 2023-01-01 to 2027-01-01

Made by: MMCREGOR@ACRD.BC.CA on 2026-06-03

Made with: TRAFx DataNet (www.trafx.net)



Avg. daily traffic: 24.5



\* Weekly and Daily are calculated from Average Daily Traffic (ADT); Monthly and Yearly show ADT values.  
\*\* Based on last year of data only.

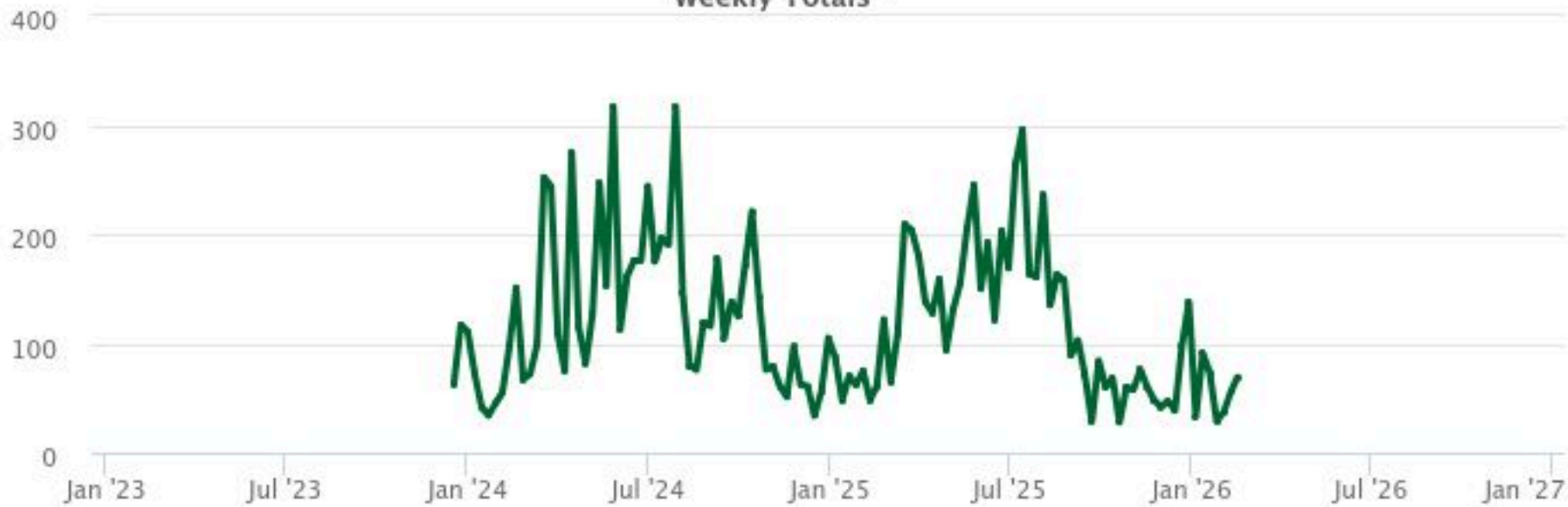
# Cougar Smith Trail

Site report: from 2023-01-01 to 2027-01-01

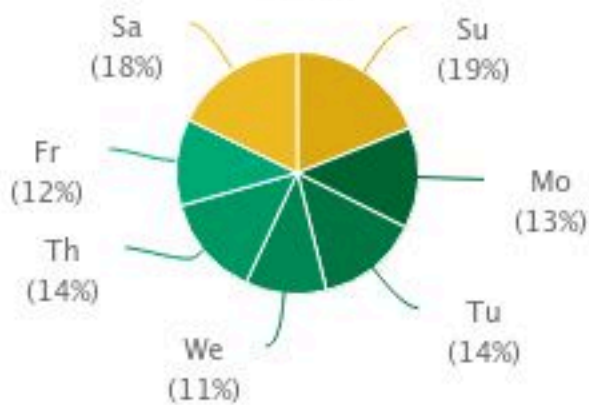
Made by: MMCGREGOR@ACRD.BC.CA on 2026-06-03

Made with: TRAFx DataNet (www.trafx.net)

### Weekly Totals\*

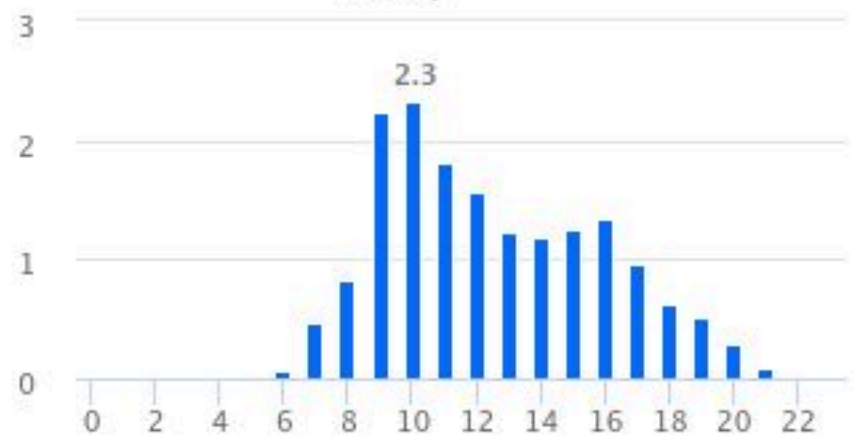


### Daily\*



Avg. daily traffic: 17.2

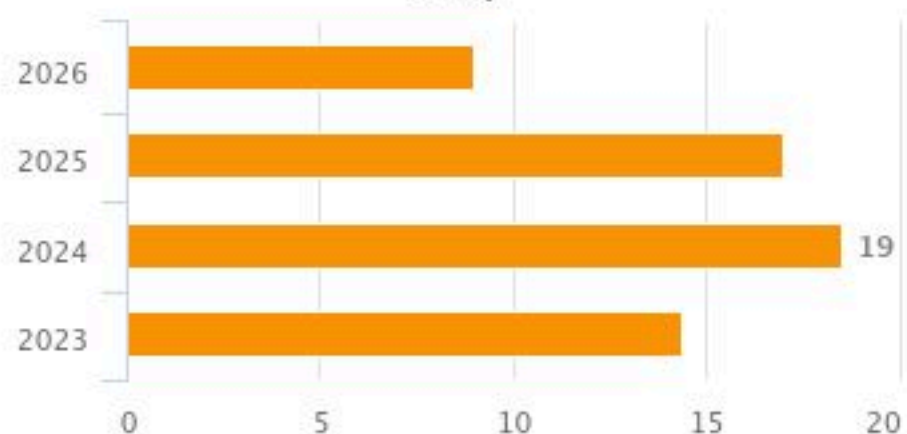
### Hourly\*\*



### Monthly\*



### Yearly\*



\* Weekly and Daily are calculated from Average Daily Traffic (ADT); Monthly and Yearly show ADT values.

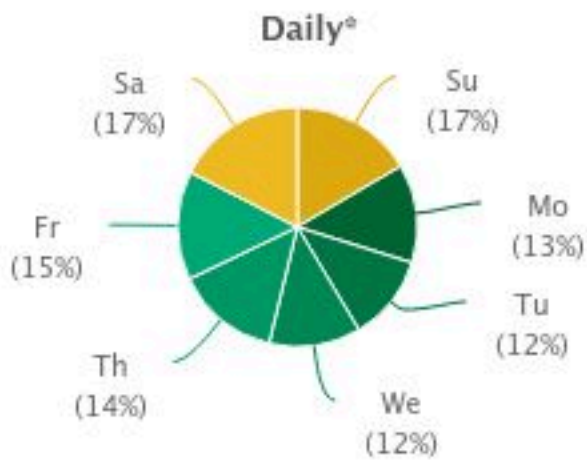
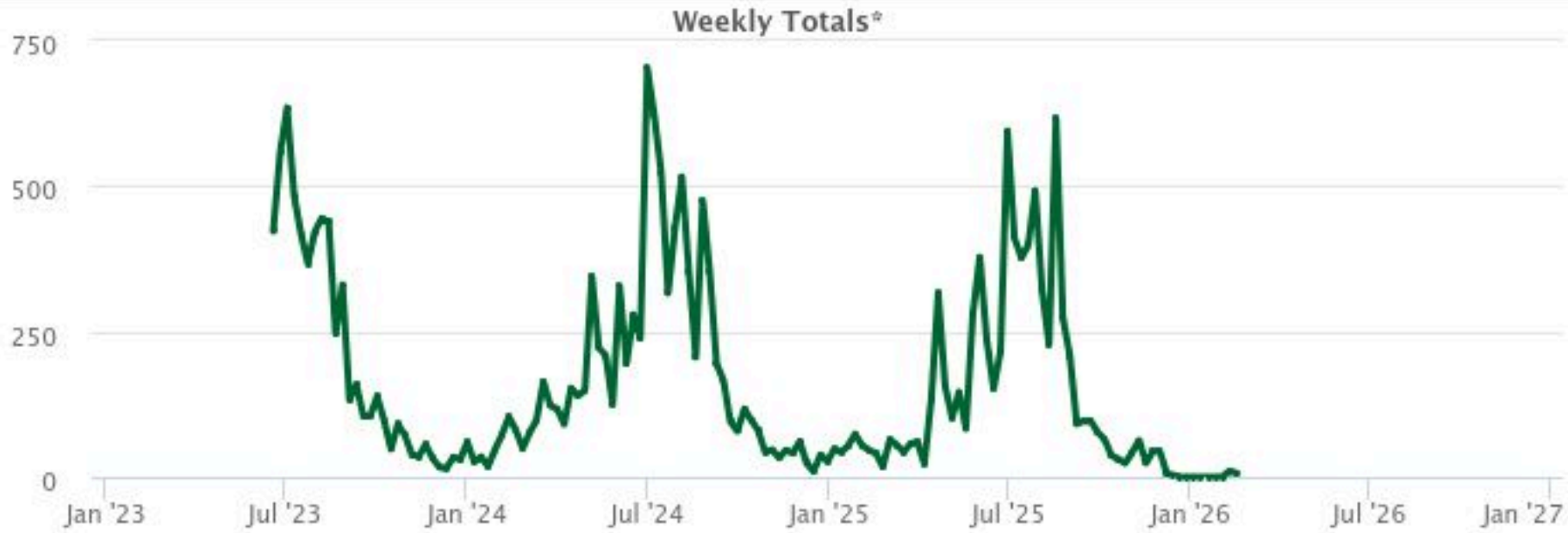
\*\* Based on last year of data only.

# Dickson Park

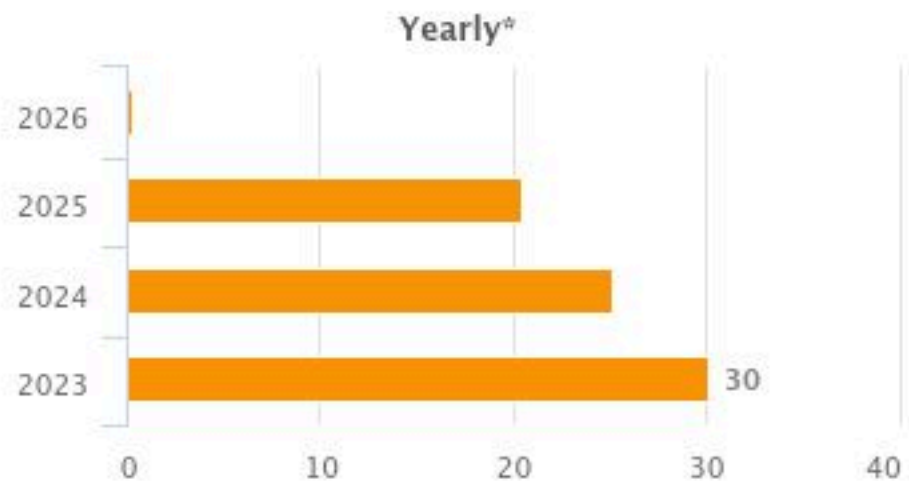
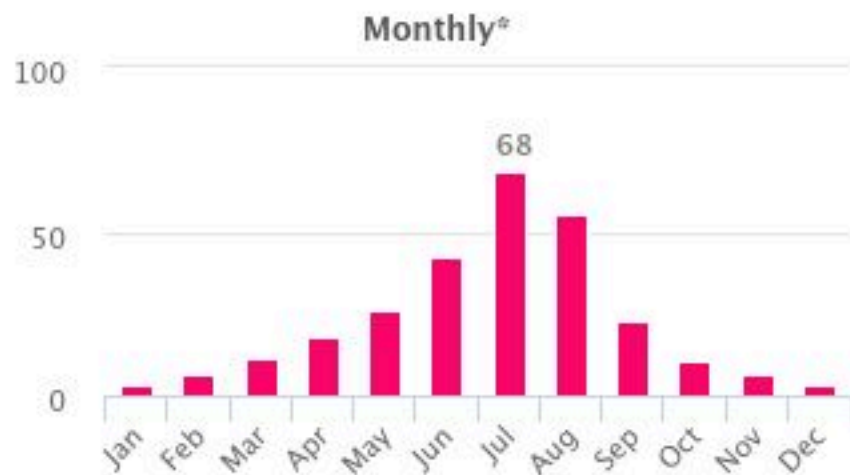
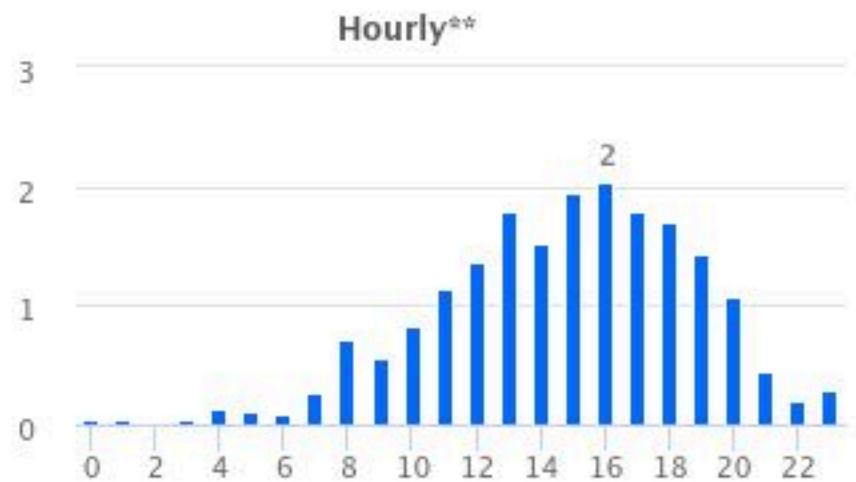
Site report: from 2023-01-01 to 2027-01-01

Made by: MMCGREGOR@ACRD.BC.CA on 2026-06-03

Made with: TRAFx DataNet (www.trafx.net)



Avg. daily traffic: 23.1



\* Weekly and Daily are calculated from Average Daily Traffic (ADT); Monthly and Yearly show ADT values.  
\*\* Based on last year of data only.

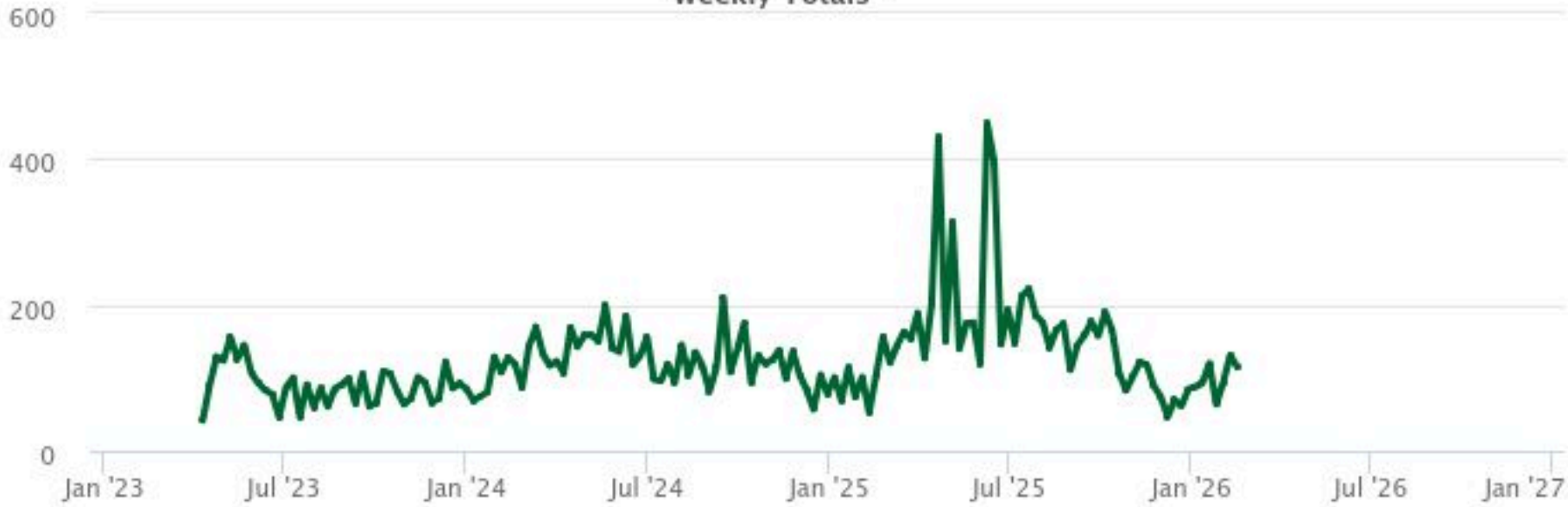
# Evergreen Bridge

Site report: from 2023-01-01 to 2027-01-01

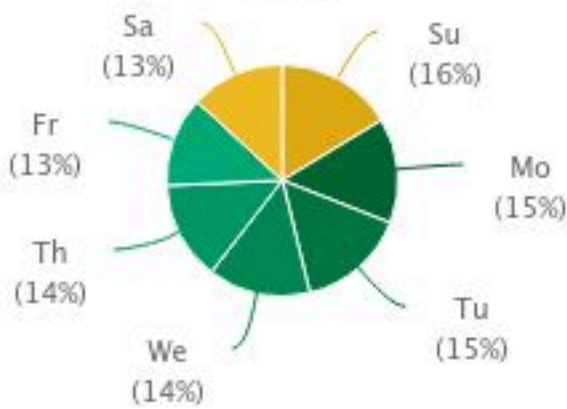
Made by: MMCGREGOR@ACRD.BC.CA on 2026-06-03

Made with: TRAFx DataNet (www.trafx.net)

### Weekly Totals\*

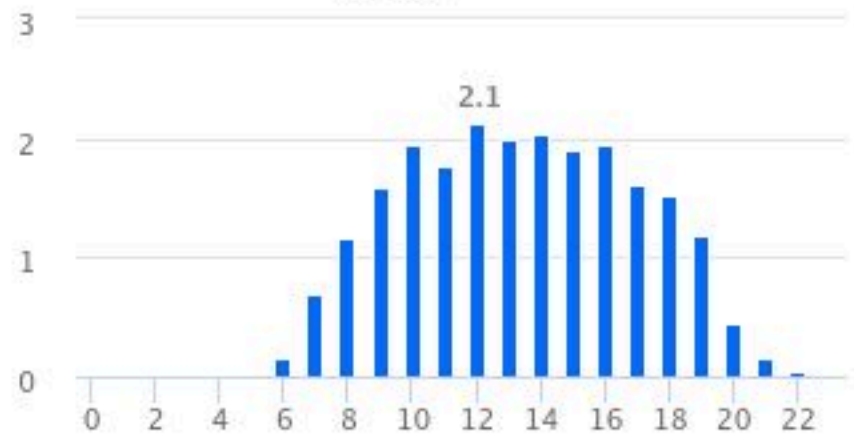


### Daily\*



Avg. daily traffic: 17.8

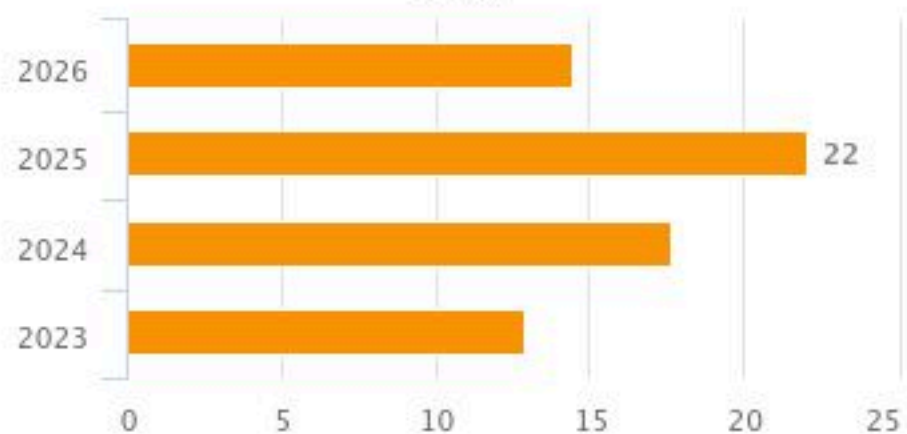
### Hourly\*\*



### Monthly\*



### Yearly\*



\* Weekly and Daily are calculated from Average Daily Traffic (ADT); Monthly and Yearly show ADT values.

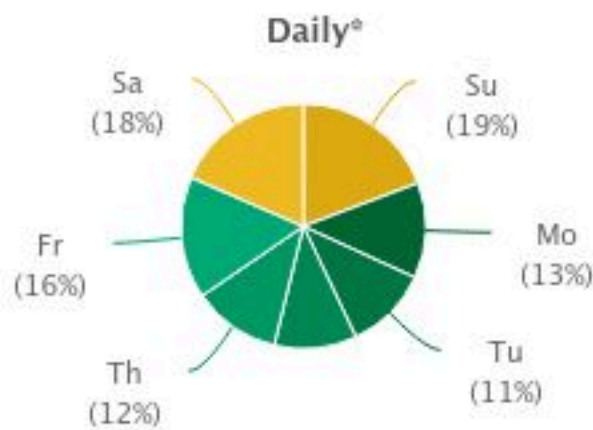
\*\* Based on last year of data only.

# Log Train Trail Desmond Rd Gate

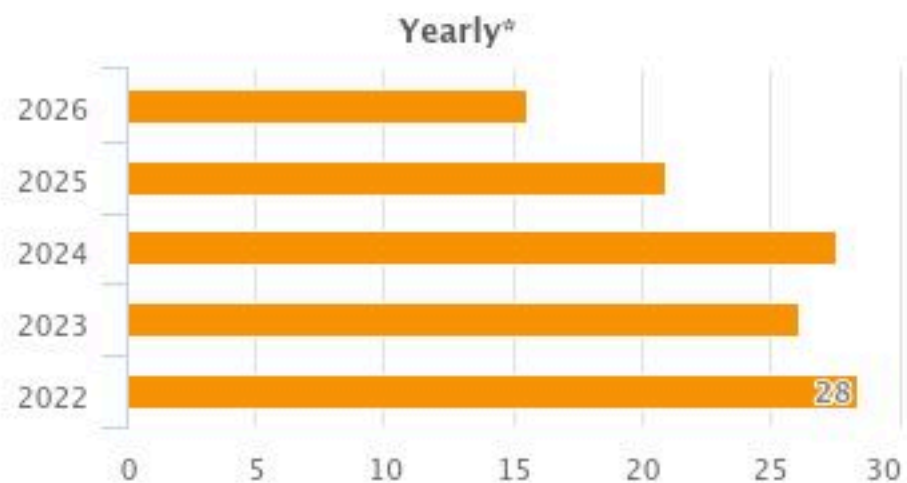
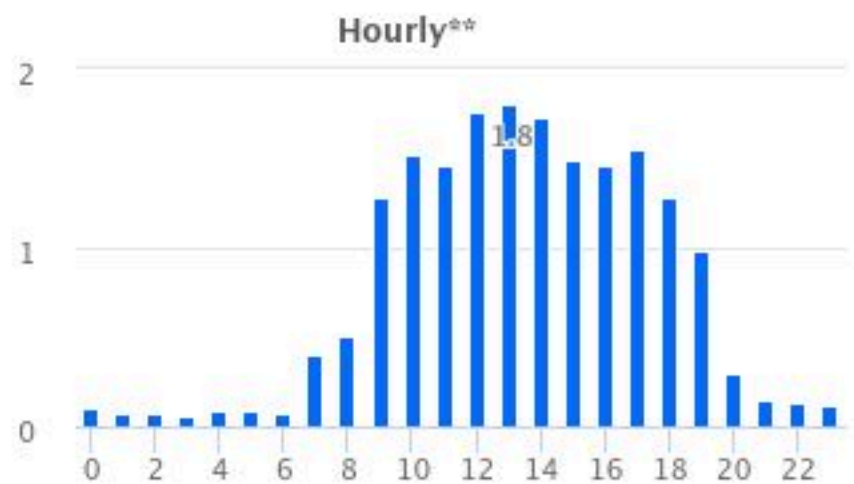
Site report: from 2022-01-01 to 2027-01-01

Made by: MMCREGOR@ACRD.BC.CA on 2026-06-03

Made with: TRAFx DataNet (www.trafx.net)



Avg. daily traffic: 24.1



\* Weekly and Daily are calculated from Average Daily Traffic (ADT); Monthly and Yearly show ADT values.

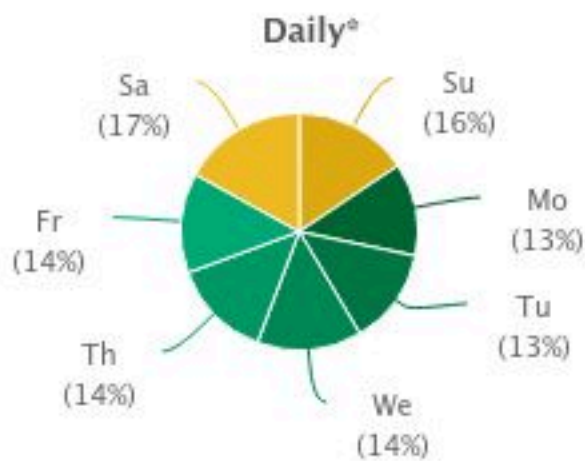
\*\* Based on last year of data only.

# West Coast MUP

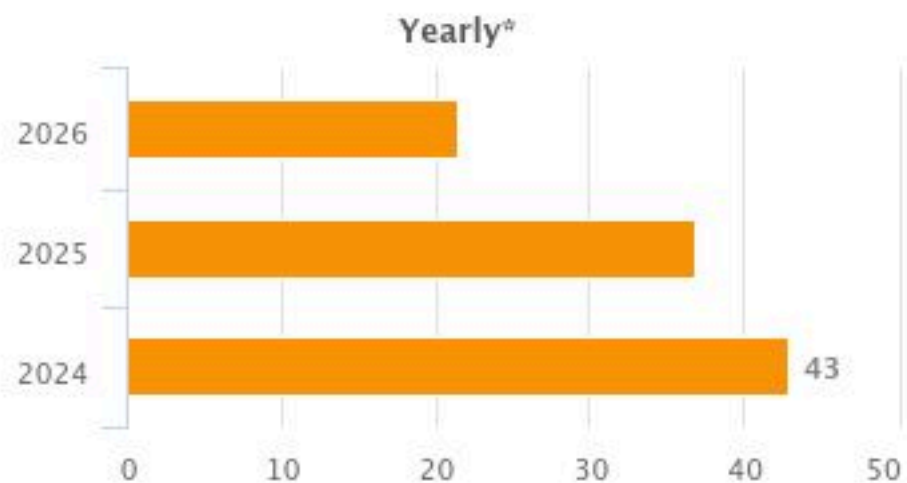
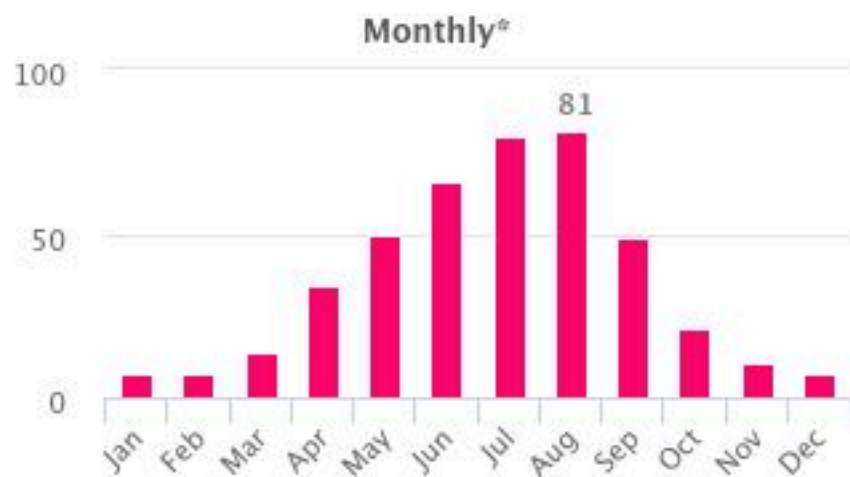
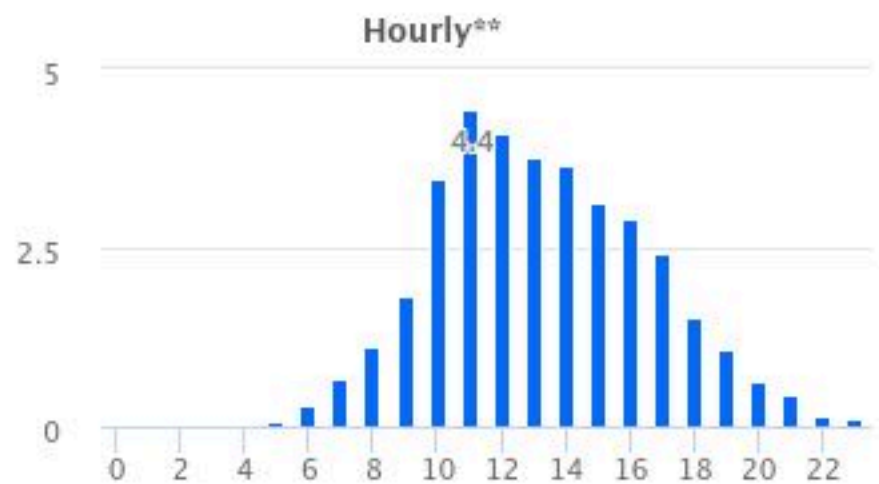
Site report: from 2024-01-01 to 2027-01-01

Made by: MMCGREGOR@ACRD.BC.CA on 2026-06-03

Made with: TRAFx DataNet (www.trafx.net)



Avg. daily traffic: 35.4



\* Weekly and Daily are calculated from Average Daily Traffic (ADT); Monthly and Yearly show ADT values.  
\*\* Based on last year of data only.

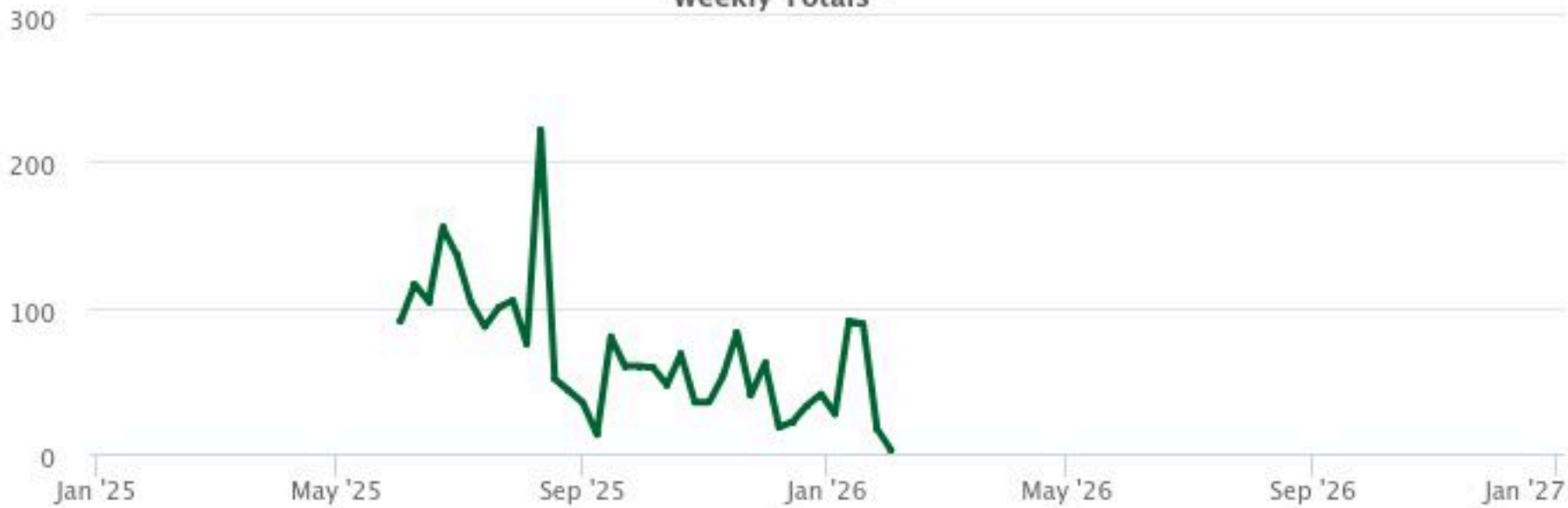
# Alberni Inlet Stage 2

Site report: from 2025-01-01 to 2027-01-01

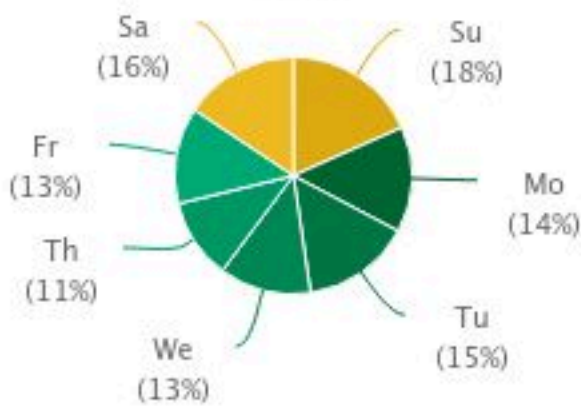
Made by: MMCGREGOR@ACRD.BC.CA on 2026-06-03

Made with: TRAFx DataNet (www.trafx.net)

### Weekly Totals\*

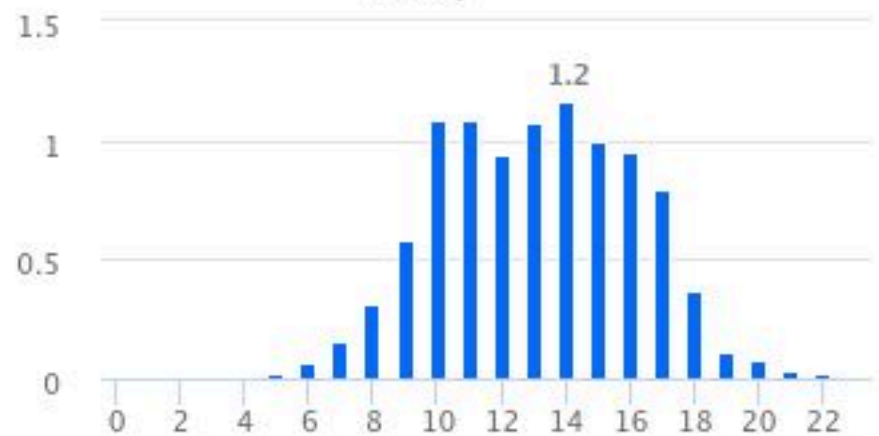


### Daily\*



Avg. daily traffic: 9.8

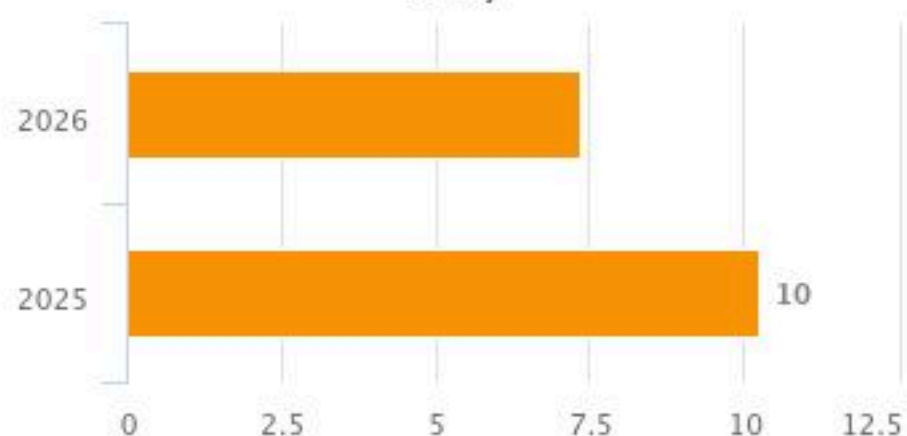
### Hourly\*\*



### Monthly\*



### Yearly\*



\* Weekly and Daily are calculated from Average Daily Traffic (ADT); Monthly and Yearly show ADT values.  
 \*\* Based on last year of data only.

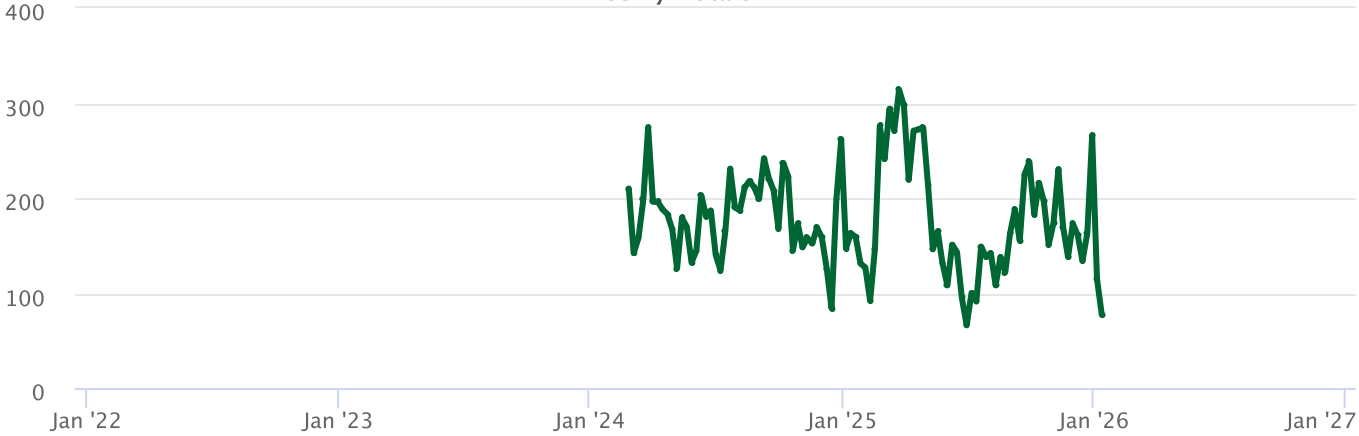
# Maplehurst Park

Site report: from 2022-01-01 to 2027-01-01

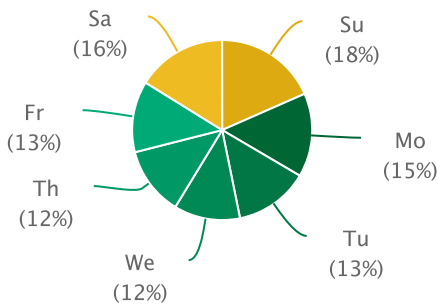
Made by: MMCGREGOR@ACRD.BC.CA on 2026-06-15

Made with: TRAFx DataNet (www.trafx.net)

### Weekly Totals\*

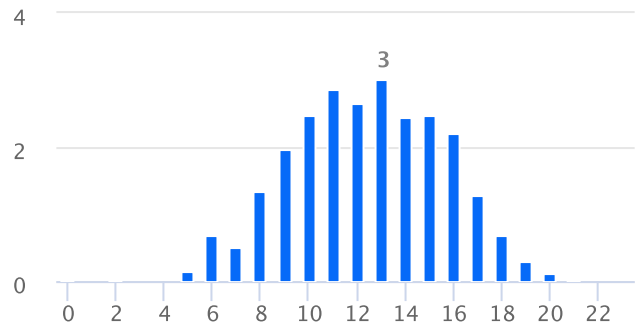


### Daily\*

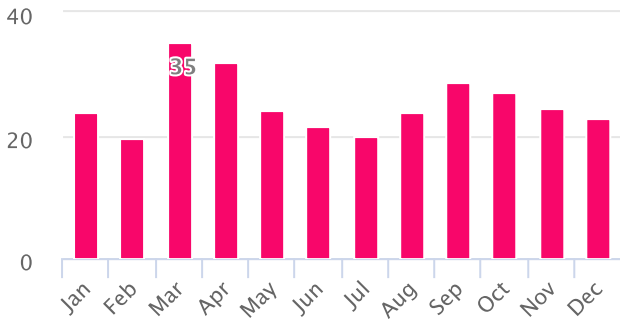


Avg. daily traffic: 25.5

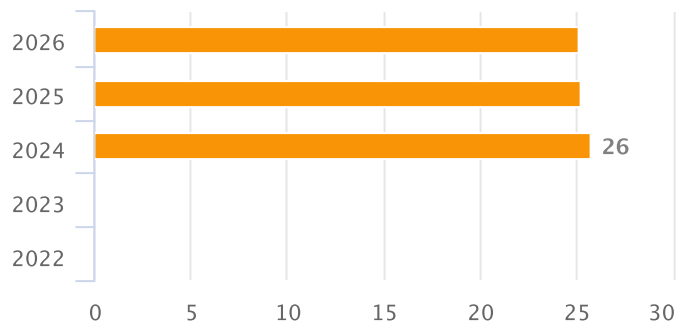
### Hourly\*\*



### Monthly\*



### Yearly\*



\* Weekly and Daily are calculated from Average Daily Traffic (ADT); Monthly and Yearly show ADT values.

\*\* Based on last year of data only.

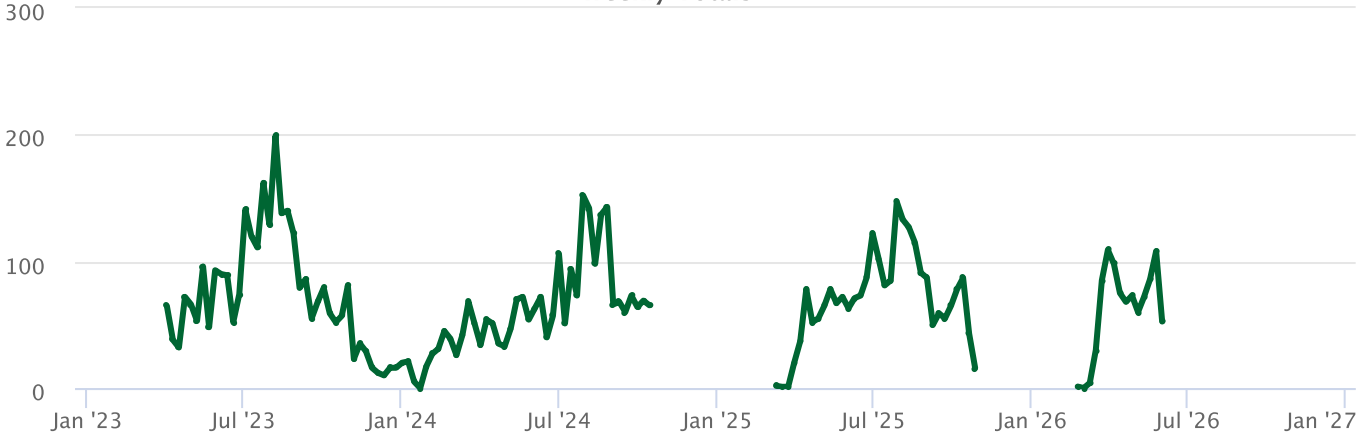
# Faber Trail 1

Site report: from 2023-01-01 to 2027-01-01

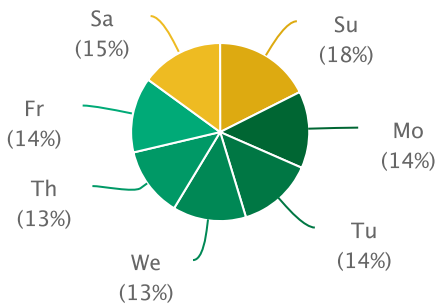
Made by: MMCGREGOR@ACRD.BC.CA on 2026-06-15

Made with: TRAFx DataNet (www.trafx.net)

## Weekly Totals\*

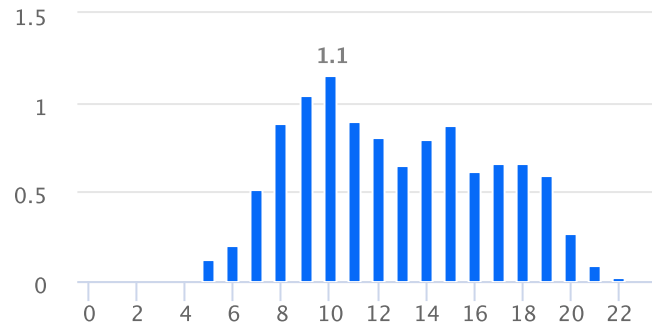


## Daily\*

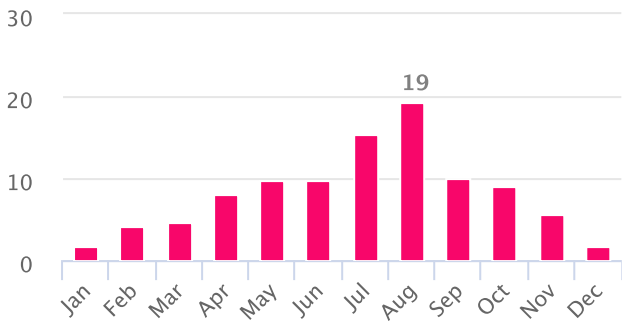


Avg. daily traffic: 9.7

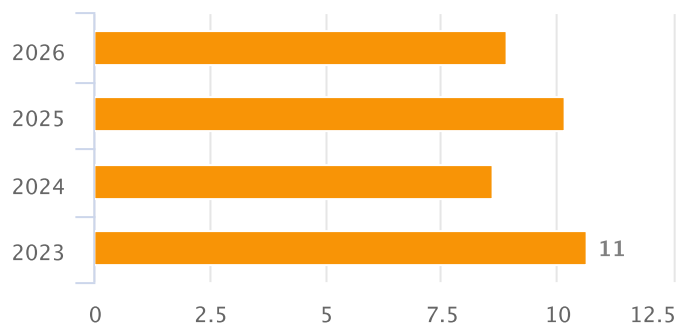
## Hourly\*\*



## Monthly\*



## Yearly\*



\* Weekly and Daily are calculated from Average Daily Traffic (ADT); Monthly and Yearly show ADT values.

\*\* Based on last year of data only.

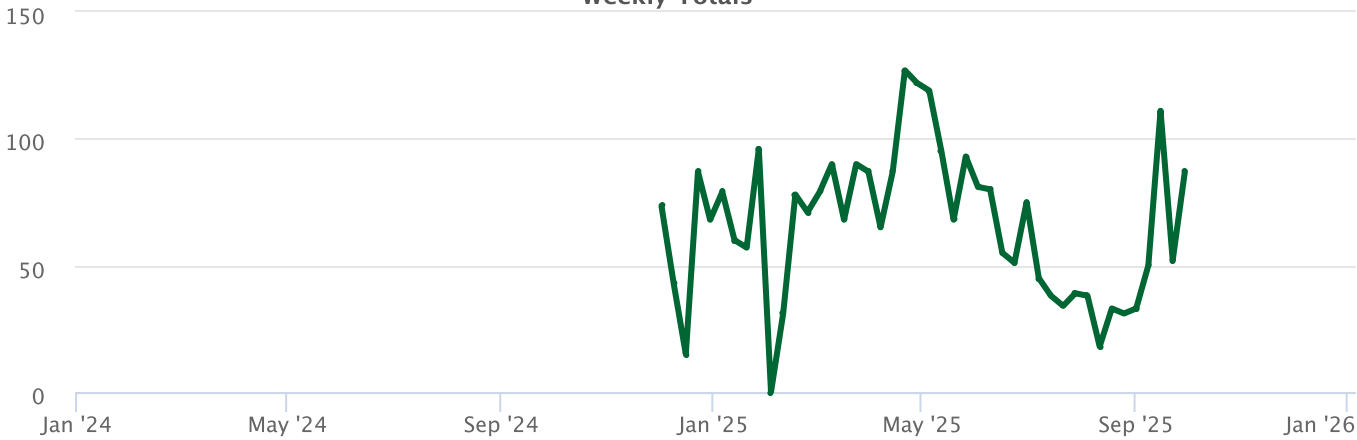
# LTT Bainbridge

Site report: from 2024-01-01 to 2026-01-01

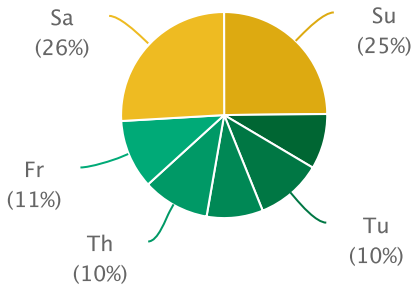
Made by: MMCGREGOR@ACRD.BC.CA on 2026-06-15

Made with: TRAFx DataNet (www.trafx.net)

### Weekly Totals\*

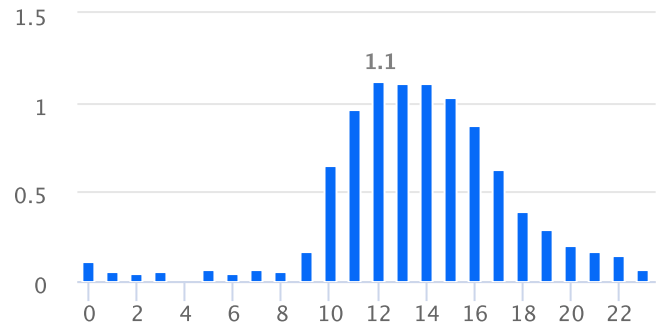


### Daily\*

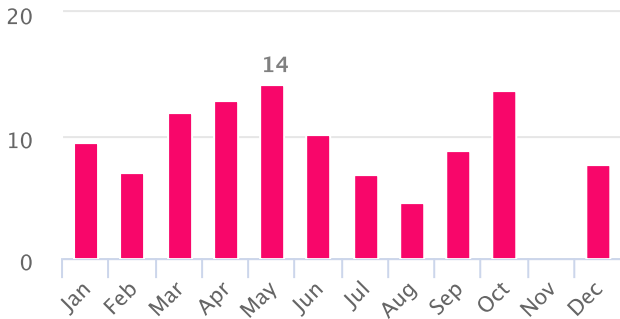


Avg. daily traffic: 9.4

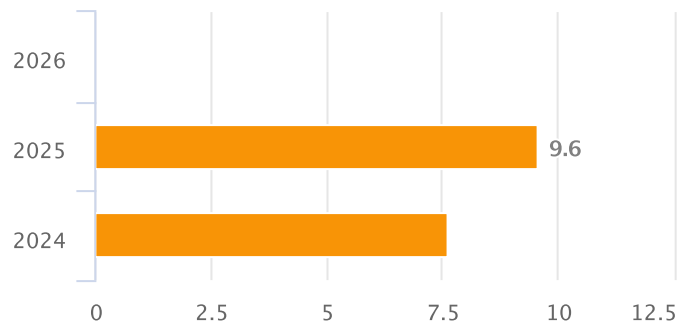
### Hourly\*\*



### Monthly\*



### Yearly\*



\* Weekly and Daily are calculated from Average Daily Traffic (ADT); Monthly and Yearly show ADT values.

\*\* Based on last year of data only.