

Regional District of Nanaimo Board – Meeting Date: May 23, 2023

This document contains closed ‘in-camera’ meeting decisions that have been released because they are no longer considered sensitive.

Top Bridge Regional Trail

23-IC-081

That the Board approve staff to negotiate an agreement with the City of Parksville to re-align a section of Top Bridge Regional Trail over an existing road right-of-way and City of Parksville owned lands.

ADOPTED ON CONSENT

Regional District of Nanaimo Board – Meeting Date: February 27, 2024

Top Bridge Regional Trail Agreement with the City of Parksville

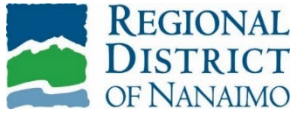
24-IC-038

1. That the Top Bridge Regional Trail Agreement (2024-2028) with the City of Parksville be approved.
2. That the Board Chair be authorized to sign the Top Bridge Regional Trail agreement.

ADOPTED ON CONSENT

Released: March 21, 2024

JOINT NEWS RELEASE



March 21, 2024

RDN and City of Parksville Agreement Realigns Portion of Top Bridge Regional Trail

The Regional District of Nanaimo (RDN) and City of Parksville (Parksville) are pleased to announce an agreement has been reached to realign a section of the Top Bridge Regional Trail over an existing road right-of-way and on City of Parksville-owned lands. The realignment will ensure that this popular multi-purpose trail will once again connect Rathtrevor Beach Provincial Park and the resort area of Parksville with the City of Parksville's Top Bridge Park and the RDN's Top Bridge suspension bridge, through to Englishman River Regional Park. The trail work is expected to begin in April and be substantially complete and open to the public by the fall of 2024.

The RDN will install wayfinding signage and gravel surfacing to improve the user experience and enhance accessibility. A chain link fence will also be installed along the east side of the trail that borders the City of Parksville's works yard. An existing kiosk will be moved from the Industrial Way trailhead to align with the new trail entrance.

Once complete, the RDN will provide ongoing management and maintenance of the trail and signage under a renewable, five-year agreement. For more information on the Top Bridge Regional Trail, visit rdn.bc.ca/top-bridge-regional-trail and parks in the RDN, visit rdn.bc.ca/parks-services. For information on parks in Parksville, visit parksville.ca.

Quotes

"Top Bridge Regional Trail is an important recreational corridor that provides residents and visitors an opportunity to explore and appreciate nature in our region. The Regional District of Nanaimo thanks the City of Parksville for working with us to ensure this trail will again provide access to multiple significant and beautiful park areas, which will support quality of life for our community."

Vanessa Craig, Chair, Regional District of Nanaimo

"Top Bridge Regional Trail is a valued multi-purpose trail connecting popular Rathtrevor Beach Provincial Park and Parksville's resort area to Top Bridge Park and the Englishman River Regional Park. The trail is a vital recreational corridor for this region's residents and visitors to experience nature at its best. Our thanks to the RDN for their vision in bringing this forward."

Doug O'Brien, Mayor, City of Parksville

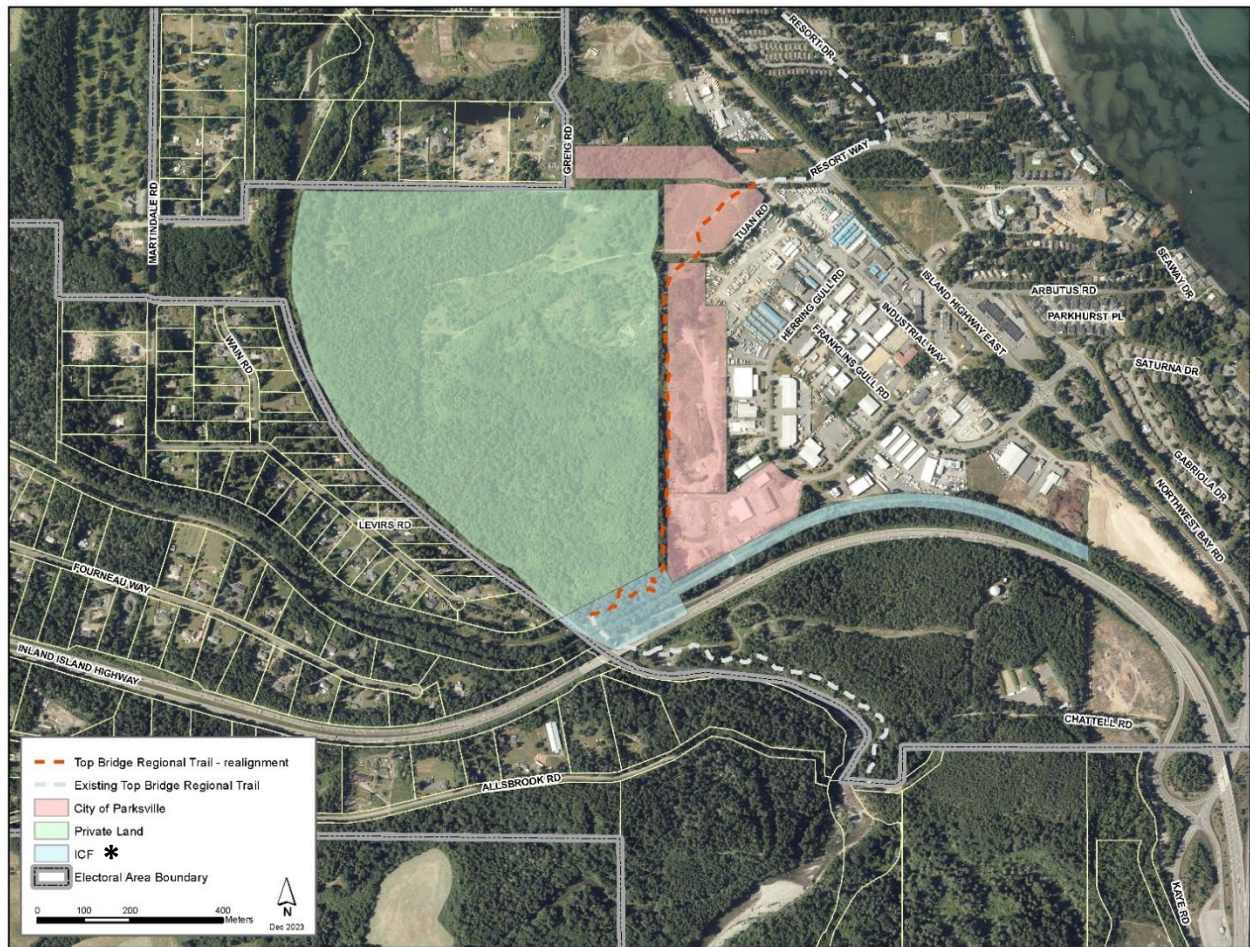
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For more information, please contact:

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Manager of Communications
City of Parksville
250-954-3073
communications@parksville.ca

Top Bridge Regional Trail New Alignment



*ICF – Island Corridor Foundation

Licence of Use Top Bridge Regional Trail City of Parksville

THIS AGREEMENT made the 19 day of March 2024.

BETWEEN:

CITY OF PARKSVILLE
100 Jensen Avenue East
Parksville, BC V9P 2H3
(the "City")

OF THE FIRST PART

AND:

REGIONAL DISTRICT OF NANAIMO
6300 Hammond Bay Road
Nanaimo, BC V9T 6N2
(the "RDN")

OF THE SECOND PART

WHEREAS:

- A. The City of Parksville is the owner of lands described as: PID 003-471-764 LOT 1, DISTRICT LOT 123, NANOOSE DISTRICT, PLAN 21770; PID 009-451-021 THAT PART OF BLOCK 564, NANOOSE DISTRICT, SHOWN OUTLINED IN RED ON PLAN 613R EXCEPT THOSE PARTS IN PLANS 8870, 14501, 18401, 21770, 21736, 22048 33339 AND EPP46129, PID:029-774-403 LOT A, BLOCK 564, NANOOSE DISTRICT, PLAN EPP46129, PID: 029-774-411 LOT B, BLOCK 564, NANOOSE DISTRICT, PLAN EPP46129 as well as unconstructed road allowance as shown outlined in Schedule "A".
- B. The City of Parksville has ownership rights over most highways within its boundaries, as per the Community Charter Part 3, Division 5, Section 35 (11) and the City of Parksville has the power to grant a Licence of Use to a highway that is vested in the municipality under subsection (1) (a).
- C. The Regional District of Nanaimo wishes to use that portion of the above lands as shown in red on Schedule "A" to this Agreement (the "Lands") for the purpose of a recreational trail (the "Licence Area") for the benefit of the public and the City has agreed.

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the fee paid by the RDN to the City and in consideration of the premises and covenants contained in this Agreement, the City and the RDN covenant and agree with each other as follows:

1.0 RIGHT TO USE

- 1.1 The City, subject to the performance and observance by the RDN of the terms, conditions, covenants and agreements contained in this Agreement and to earlier termination as

provided in this Agreement, grants to the RDN a right by way of licence for the RDN, its agents, employees, invitees and members of the public to use the Lands for quiet enjoyment and recreation and ancillary access for its agents, employees and invitees to construct, maintain and repair a minimum 1-metre-wide trail plus an additional 0.5 metre on either side for vegetation clearing, through the Licence Area from the Industrial Way trailhead at the north to the Island Corridor Foundation rail corridor to the south as per Schedule "A" within the Licence Area, including installation of wayfinding, using the RDN's trail standards as per Schedule "C" and for no other purpose.

2.0 RESERVATION OF RIGHTS

2.1 The City hereby reserves to itself from the grant and the covenants made by it to the RDN under clause 1.1 above, the right for the City, its agents, employees, contractors and subcontractors to have full and complete access to the Lands to carry out any operations associated with the City's use of the Lands.

3.0 LICENCE FEE

3.1 In consideration of the right to use, the RDN shall pay to the City the sum of One Dollar (\$1.00) for each Term, the receipt and sufficiency of which is hereby acknowledged by the City and the RDN.

4.0 ASSIGNMENT

4.1 The RDN covenants and agrees to and with the City that the RDN shall not assign or sublet the right granted herein without the written consent of the City.

5.0 CONDITION PRECEDENT

5.1 Prior to the commencement of the term, the RDN must complete the construction of a fence as per section 8.1 below. This period will be known as (the "Construction Term").

5.2 The Construction Term will commence from date of execution and continue till notification has been sent to the City regarding completion of the fence project and the City has provided written notification to the RDN of acceptance of the fence and waiver of this condition precedent.

6.0 TERM

6.1 This Agreement shall be effective as of the date of execution hereof; however, the Licence of Use obligations, terms and conditions shall commence on the day following the date that the condition precedent set out in Section 5.0 have been satisfied or waived by the

Party entitled to the benefit thereof (the "Commencement date") and continue in full force until the expiry, unless terminated under this Agreement.

- 6.2 The Licence to Use granted under this agreement is for a term of five-years (5) and shall commence on the Commencement Day outlined in Section 6.1 above (the "Initial Term").
- 6.3 If agreed to by both parties, a second five-year Term (the "Renewal Term") of this Licence to Use may be authorized, upon the same terms and conditions less this section 6.3 Renewal Term.
- 6.4 Notice for Renewal Term shall be deemed given if received prior to 90 days from expiry of the first term.

7.0 FENCING

- 7.1 The RDN shall construct a fence at its cost, separating the trail from the City's public works yard as set out in the requirements in Schedule "B".
- 7.2 Once constructed, ownership of the fence shall be vested in the City, with responsibility limited to life cycle maintenance or replacement of the fencing as required.
- 7.3 The RDN shall be responsible for any damages caused to the fencing resulting from the RDN, its agents, employees, invitees and members of the public, trail use including intentional vandalism or accident.

8.0 CONSTRUCTION AND MAINTENANCE

- 8.1 The RDN shall construct a chain link fence along the western property line of 1030 Tuan Road northwards for approximately 325 metres see Schedule "B" for illustration.
- 8.2 Public safety is always a top priority; the RDN will ensure regular maintenance of the trail and will correct any unsafe conditions.
- 8.3 The RDN will notify the City regarding any scheduled or unscheduled closure of the trail.
- 8.4 Except as outlined in Sections 1.1 and 8.0 above the RDN shall not construct or place any additional structures or make any improvements on the Lands, unless prior to any construction, it has:
 - (a) obtained the City's approval in writing for the site plans, working drawings, plans, specifications, and elevations; and

(b) obtained all applicable permits from the local government authority having jurisdiction authorizing the construction of the structures set out in the permits and the plans and specifications attached to it; and

(c) obtained all necessary inspections and site assessments at the appropriate times,; and

(d) delivered final as-built drawings to the City.

8.5 The work shall be carried out at the cost of the RDN and the RDN shall keep and maintain at its cost and expense the installation and all parts thereof in good order and condition and structurally sound in such manner that the existence and use of the installation shall not interfere with the City's use of its Lands; and to do all repairs in all respects to a standard at least equal in quality and workmanship to the original material and work.

8.6 The RDN may remove hazardous trees on land or highways controlled by the City that pose a danger to the general public using the trail. The RDN will notify the City in writing prior to removal of any trees.

9.0 ANCILLARY ACCESS FOR MAINTENANCE

9.1 The City agrees to provide the RDN with ancillary access through City property and or highways for maintenance of the RDN Regional Trail "Top Bridge" and provide the RDN with keys to access gates, where applicable.

9.2 The City will also provide the RDN access through the City's property at 1030 Tuan Road and 1116 Herring Gull Way, upon request and 24 hours' notice.

9.3 If the RDN loses an access key, the RDN will be subject to a key replacement fee ("Key Fee") and will pay to the City the Key Fee within 30 days upon receipt of invoice.

10.0 INSURANCE

10.1 (a) the RDN will take out and maintain during the term of the Licence a policy of general public liability insurance against claims for bodily injury, death or property damage arising out of the use of the Licence Area by the RDN in the amount of not less than five million dollars per single occurrence or such greater amount as the City may from time to time designate, naming the City as an insured party thereto and shall provide the City with a certified copy of such policy or policies; and

(b) all policies of insurance shall contain a clause requiring the insurer not to cancel or change the insurance without first giving the City thirty days prior written notice; and

(c) if the RDN does not provide or maintain or enforce the Insurance required by this Agreement, the City may take out the necessary insurance and pay the premium for

periods of one year at a time and the RDN shall pay to the City as additional Licence fees the amount of the premium immediately on demand; and

- (d) if both the City and the RDN claims to be indemnified under any insurance required by this Agreement, the indemnity shall be applied first to the settlement of the claim of the City and the balance, if any, to the settlement of the claim of the RDN.

11.0 INDEMNIFICATION

11.1 The RDN releases and will indemnify and save harmless the City, its elected and appointed officers, employees and agents from and against all lawsuits, damages, costs, expenses, fees or liability which the RDN or any of them or anyone else may incur, suffer or allege by reason of the use of the Lands by the RDN or by any member of the public using any structure or improvement built or placed by the RDN on the Lands or the carrying on upon the Lands of any activity in relation to the RDN's use of the Lands.

11.2 The RDN releases and will indemnify and save harmless the City, its elected and appointed officers, employees and agents from and against all lawsuits, damages, loss, costs or expenses, fees or liability that the RDN may incur by reason of noncompliance by the RDN with legal requirements or by reason of any defect in the Lands or, except when arising from activities undertaken on the Lands by the City or its contractors or agents, by reason of any injury to any person or to any personal property on the Lands.

12.0 BUILDERS LIENS

12.1 The RDN will indemnify the City from and against any liens for wages or materials, for damage to persons or property caused during the making of any repairs, alterations or additions which the RDN may make or cause to be made on, in or to the Lands.

13.0 WORKERS COMPENSATION

13.1 The RDN will maintain workers compensation coverage in accordance with the Workers Compensation Act (British Columbia) (the "**Workers Compensation Act**"), including, if applicable, Personal Optional Protection coverage, during the Term of the Licence and during any period of construction in the Licence Area during the Term and will provide proof of coverage to the City upon the request of the City.

13.2 The RDN alone will at all times be responsible for the safety of its employees while on the Licence Area and for the safety, adequacy, efficiency and sufficiency of its machines, apparatus and equipment. All work in the Licence Area must comply with all applicable regulations, policies, orders and directives of the Workers Compensation Board of British Columbia.

13.3 The RDN agrees with the City that for the Term of the Licence granted herein the RDN will be the "prime contractor" as defined in the Workers Compensation Act with respect to the Licence Area and any portion of the Land occupied by the RDN for the purposes of completing the RDN's work in the Licence Area.

13.4 The RDN will indemnify the City for any costs, fines, expenses and penalties that the City is required to pay as a result of or arising from the RDN's activities in the Licence Area which are in breach of the Workers Compensation Act or any regulation, order or directive under the Workers Compensation Act.

14.0 NOTICES

14.1 It is hereby mutually agreed:

Any notice required to be given under this Agreement shall be deemed to be sufficiently given:

(a) to be delivered at the time of delivery; and

(b) if mailed from any government post office in the Province of British Columbia by prepaid registered mail addressed as follows:

(i) if to the City:

CORPORATE OFFICER
CITY OF PARKSVILLE
100 Jensen Avenue East, Box 1390
Parksville, BC V9P 2H3

(ii) if to the RDN:

GENERAL MANAGER OF RECREATION AND PARKS
REGIONAL DISTRICT OF NANAIMO
6300 Hammond Bay Road
Nanaimo, BC V9T 6N2

or at the address, a party may from time to time designate, then the notice shall be deemed to have been received forty-eight 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.

15.0 TERMINATION

15.1 If the RDN is in default on the terms and conditions under this Agreement, or is in breach of this Agreement, and if the default continues after the giving of notice by the City to the

RDN, then the City may terminate this Agreement and reenter the Lands and the rights of the RDN with respect to the Lands shall lapse and be absolutely forfeited.

- 15.2 The City may cancel this agreement early without cause giving notice of 90 days to the RDN, notwithstanding if the City cancels this Agreement prior to the expiry of the Initial Term the City will pay to the RDN the RDN's full cost to construct the fence described in section 8.0 and Schedule B.

16.0 FORFEITURE

- 16.1 The City, by waiving or neglecting to enforce the right to forfeiture or the right of reentry upon breach of this Agreement, does not waive the City's rights upon any subsequent breach of the same or any other provision of this Agreement.

17.0 FIXTURES

- 17.1 Unless the RDN upon notice from the City removes them, all structures or improvements constructed on the Lands at the termination of the Agreement, become the sole property of the City at no cost to the City.

18.0 REPAIRS BY THE CITY

- 18.1 If the RDN fails to repair or maintain the Lands or any structure or improvements on the Lands in accordance with this Agreement, the City may, by its agents, employees or contractors enter the Lands and make the required repairs or do the required maintenance and the cost of the repairs or maintenance shall be a debt due from the RDN to the City.
- 18.2 In making the repairs or doing the maintenance the City may bring and leave upon the Lands the necessary materials, tools and equipment and the City shall not be liable to the RDN for any inconvenience, annoyance, loss of business or other injuries suffered by the RDN by reason of the City effecting the repairs or maintenance.
- 18.3 The RDN releases the City, its elected and appointed officers, employees and agents from and waives any claim, right, remedy, action, cause of action, loss, damage, expense, fee or liability which the RDN may have against any or all of them in respect of this Agreement or its performance or its breach except insofar as such claim, right, remedy, action, cause of action, loss, damage, expense, fee or liability arises from the negligence of the City, its elected and appointed officers, employees and agents.

19.0 HAZARDOUS SUBSTANCES

- 19.1 For the purposes of Section 19.2 to 19.4 below:

- (a) "Contaminates" means any pollutants, contaminants, deleterious substances, underground or above-ground tanks, asbestos materials, hazardous, corrosive, or toxic substances, special waste or waste of any kind, or any other substance which is now or hereafter prohibited, controlled, regulated under Environmental Laws; and
- (b) "Environmental Laws" means any statutes, laws, regulations, orders, bylaws, standards, guidelines, permits, and other lawful requirements of any governmental authority having jurisdiction over the Licence Area now or hereafter in force relating in any way to the environment, environmental assessment, health, occupational health and safety, or transportation of dangerous goods, including the principles of common law and equity.

19.2 The RDN:

- (a) will not bring on, deposit, store, spray or apply nor cause or permit to brought on, deposited, stored, sprayed or applied on the Lands or to any trees, bush or vegetation on the Lands any chemical fertilizer, herbicide, pesticide or other chemical or petroleum product or any substance which is capable of contaminating the Lands or any water on the Lands.
- (b) will strictly comply, and cause any person for whom it is in law responsible to comply, with all Environmental Laws regarding the use and occupancy of the Licence Area;
- (c) will promptly notify the City in writing of any release of a Contaminant or any other occurrence or condition at the Licence Area or any adjacent property which could contaminate the Licence Area or subject the City or the RDN to any fines, penalties, orders, investigations, or proceedings under Environmental Laws;
- (d) will indemnify and save harmless the City and its elected officials, appointed officers, employees, agents, representatives, successors, and assigns from any and all liabilities, actions, damages, claims, remediation cost recovery claims, losses, costs, orders, fines, penalties, and expenses whatsoever (including all legal and consultants' fees and expenses and the cost of remediation of the Licence Area and any adjacent property) arising from or in connection with:
 - (i) any breach of or non-compliance with the provisions of this Section 19.2 by the RDN; or
 - (ii) any release or alleged release of any Contaminants at or from the Licence Area related to or as a result of the use and occupation of the Licence Area or any act or omission of the RDN or any person for whom it is in law responsible.

19.3 The obligations of the RDN under Section 19.2 above shall survive the expiry or early termination of this Agreement.

19.4 Pre-Existing Contamination:

- (a) The City assumes and is solely responsible for, and releases the RDN (and its elected and appointed officials, employees, contractors, and agents) from and against any and all actions, causes of action, liabilities, demands, claims, losses, damages, costs (including remediation costs, as defined in the *Environmental Management Act*, the costs of complying with any Environmental Laws and any consultant and legal fees, costs and disbursements), expenses, fines and penalties occurring, incurred, accrued or caused before, on or after the date the RDN commences occupation of the Licence Area arising out of or in any way related to Contaminants in, on, under or migrating to or from the Licence Area on the date the RDN commences occupation of the Licence Area, and any mandatory or voluntary remediation, mitigation or removal of any such Contaminants;
- (b) the City will indemnify and save harmless the RDN (and its elected and appointed officials, employees, contractors, and agents) from and against any and all actions, causes of action, liabilities, demands, claims, losses, damages, costs (including remediation costs, as defined in the *Environmental Management Act*, the costs of complying with any Environmental Laws and any consultant and legal fees, costs and disbursements), expenses, fines and penalties occurring, incurred, accrued or caused before, on or after the date the RDN commences occupation of the Licence Area, which the RDN, or its elected or appointed officials, employees, contractors or agents, may suffer, incur, be subject to or liable for, whether brought against any one or more of them by the City or any other person, or any government authority or agency, arising out of or in any way related to or in connection with the Licence Area, including the presence of Contaminants in, on, under or migrating to or from the Licence Area on the date the RDN commences occupation of the Licence Area, and any mandatory or voluntary remediation, mitigation or removal of any such Contaminants; and
- (c) without limiting the rest of this section 19.4, for the purpose of allocation of remediation costs pursuant to the *Environmental Management Act*, including and after the date the RDN commences occupation of the Licence Area, the City will be, as between the City and the RDN, solely responsible for the costs of any mandatory or voluntary remediation of the Licence Area under that Act with respect to Contaminants in, on, under or migrating to or from the Licence Area on the date the RDN commences occupation of the Licence Area and this binds the City with respect to any allocation of remediation costs, as defined by that Act, by any procedure under that Act.

20.0 CLEAN UP

- 20.1 At the end of the term, the RDN shall clean up the Lands and restore the surface of the Lands as reasonably as may be possible to the condition of the Lands prior to the commencement of the term of this Agreement.

21.0 REGULATIONS

- 21.1 The City agrees that the RDN will be responsible for enforcement of its Park Use Regulation Bylaw as amended to the Licence Area and the RDN recognizes the City, and its contractors or agents as exempt from the Bylaw in accordance with clause 3.2 (iii) of that Bylaw.
- 21.2 The City acknowledges that the Lands form part of the RDN's Top Bridge Regional Trail, and the RDN agrees to acknowledge the City's land ownership when signing and promoting in relation to the Regional Trail.

22.0 NO COMPENSATION

- 22.1 The RDN shall not be entitled to compensation for any loss or injurious affection or disturbance resulting from the termination of the Licence or the loss of the RDN's interest in any structure or improvement built or placed on the Lands.

23.0 MISCELLANEOUS

- 23.1 (a) the RDN warrants and represents that the execution of this Agreement by RDN authorized signatories on behalf of the RDN warrants and represents to the City that the authorized signatories have sufficient power, authority and capacity to bind the RDN with the parties' signatures; and
- (b) this Agreement shall not be interpreted as granting any interest in the Lands to the RDN; and
- (c) waiver of any default by a party shall not be interpreted or deemed to be a waiver of any subsequent default.

24.0 INTERPRETATION

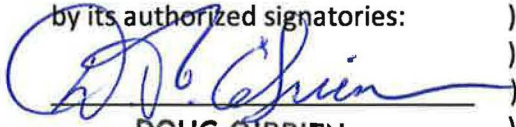
- 24.1 (a) that when the singular or neuter are used in this Agreement they include the plural or the feminine or the masculine or the body politic where the context or the parties require; and
- (b) the headings to the clauses in this Agreement have been inserted as a matter of convenience and for reference only and in no way define, limit or enlarge the scope or meaning of this Agreement or any provision of it; and

- (c) that this Agreement shall endure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, successors, administrators and permitted assignees; and
- (d) this Agreement shall be construed in accordance with and governed by the laws applicable in the Province of British Columbia; and
- (e) all provisions of this Agreement are to be construed as covenants and agreements as though the word importing covenants and agreements were used in each separate paragraph; and
- (f) a provision in this Agreement granting the City a right of approval which consent will not be unreasonably withheld, shall be interpreted as granting a free and unrestricted right to be exercised by the City in its discretion.

IN WITNESS WHEREOF the parties hereto have set their hands and seals as of the day and year first above written.

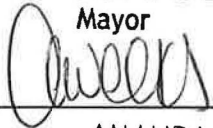
City of Parksville

by its authorized signatories:



DOUG O'BRIEN

Mayor



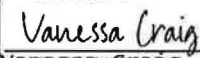
AMANDA WEEKS

Corporate Officer

Regional District of Nanaimo

by its authorized signatories:

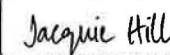
DocuSigned by:



Vanessa Craig

Chair

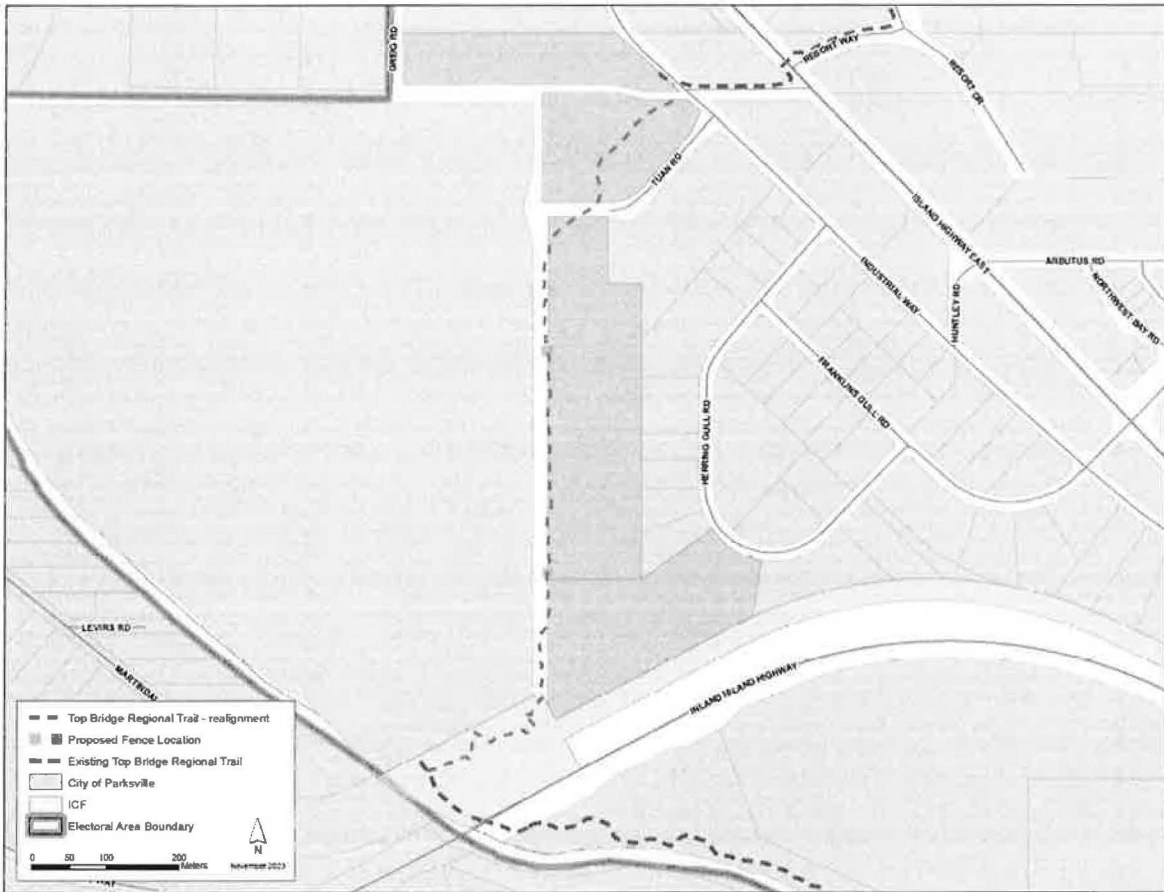
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Jacque Hill

Corporate Officer

Schedule A Licence Area



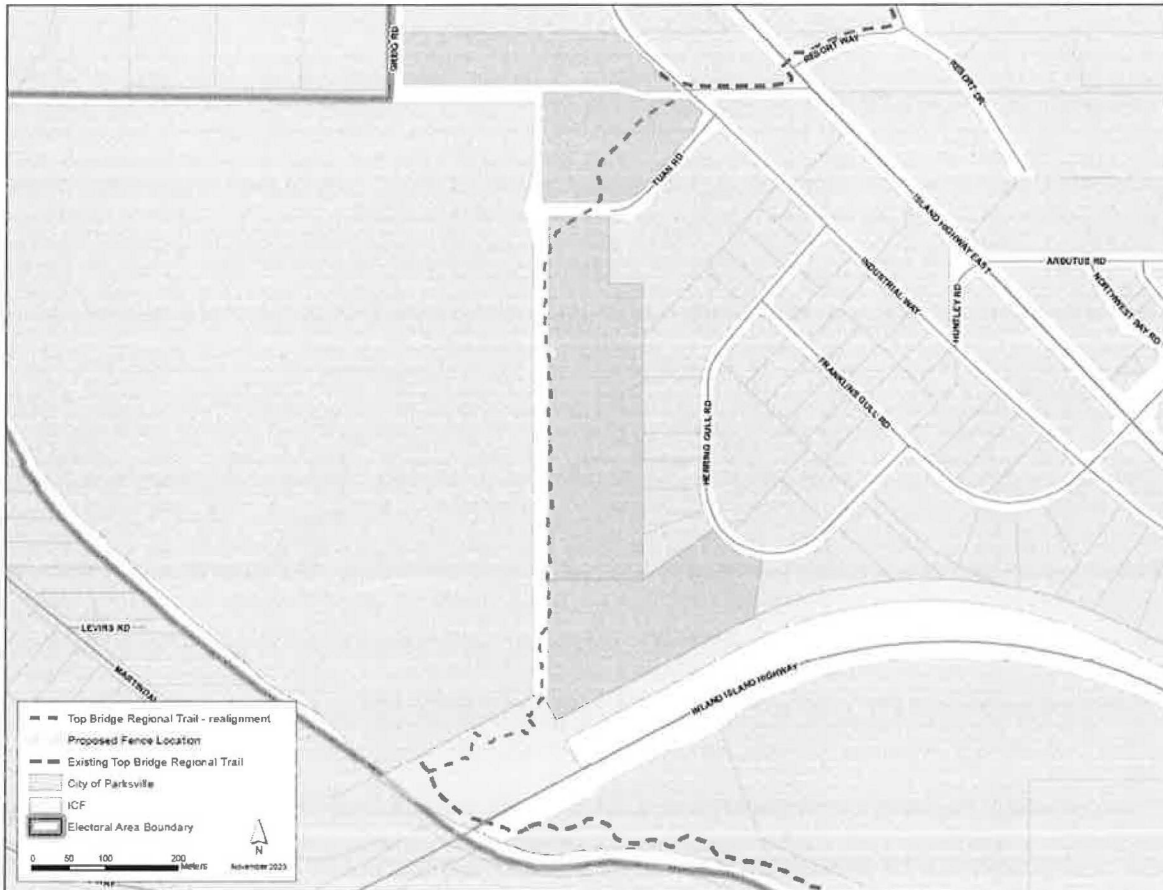
Licence Area via City of Parksville highways and lands - - - -

Schedule B Fence

The RDN will construct a fence on the western property line of 1030 Tuan Road, creating a barrier between the recreation trail and the City of Parksville's Public Works Yard, legally described as

Lot A, Block 564, Nanoose Land District, Plan EPP46129

PID: 029-774-403



Specifications: Chain link fence along western property line of 1030 Tuan Road commencing at the northwest corner of 1116 Herring Gull Way, for approximately 325 metres. The fence will be a minimum of 6 feet in height and will include two vehicle swing gates along the western border of 1030 Tuan Road. The Fence will also feature 3 strand barbed wire.

Schedule C
RDN Trail Standards

1. TRAIL MAINTENANCE

1.1 Maintenance Priorities

- Safety considerations should always be the first priority. Unsafe conditions should be corrected or normal use restricted.
- Environmental and trail damage should be corrected and actions taken to prevent further damage.
- User convenience should be considered.
- Trail signs
 - check all signs to ensure they are in place, visible and in good repair.
- Trail Surfacing
 - undertake surface repair as required; remove loose rocks, replenish surface material
 - repair turnpike sections; close unwanted trails/shortcuts and restore vegetation.
- Deadfall
 - cut out windfall/deadfall on the trail
 - remove wood a minimum of 0.5 metre from the tread centre dispose downhill when possible.
- Brush/Vegetation
 - remove all juvenile trees and woody brush for 0.5 metre on either side of tread centre within 3 centimetres of ground level
 - remove vegetation for viewpoint maintenance
 - inspect for hazard trees and notify City of Parksville contact, prior to removal.
- Erosion control
 - clean-out and repair: existing water bars, culverts and ditches as necessary
 - drain water away from the trail to prevent erosion.
- Litter cleanup
 - remove litter and garbage at the trailhead, along the trail and parking area(s), dispose of in an approved landfill site.
- Limbing
 - remove tree limbs to allow 2.5 metres of overhead clearance and 1.0 to 1.5 metre trail width.
- Informational and Interpretive Signs
 - check signs to ensure they are in place, visible, in good repair and up-to-date as required
 - remove all unauthorized signs.

- **Trail Infrastructure**
 - Ensure all bridges, boardwalks, paths, steps, stairs and handrails are safe and in a fully functional condition
 - repair or replace material as required, including cribbing, retaining walls and barriers.

2. TRAIL HAZARDS

Repair or eliminate known trail hazards when possible. If a natural hazard becomes known to the RDN during routine maintenance visits, the City of Parksville must be advised. In addition, the RDN must make a reasonable effort to ensure users do not enter the trail, if, in the RDN's opinion, the trail is unsafe due to existing or potential hazards.