

**Ktunaxa Kinbasket Treaty Council
Treaty Negotiations**

FOREST RESOURCES

SUB-AGREEMENT

Public Information Draft

April 10, 2003

Forest Resources Sub-agreement

DEFINITIONS

In this Agreement:

“Forest Practice” means any of the following activities when carried out on forest or range land:

- a) harvesting Forest Resources,
- b) constructing, maintaining, using or deactivating a forest road or logging trail, including any associated bridges or other structures required to cross streams, gullies or wetlands,
- c) conducting a treatment to cultivate or manage Forest Resources, including the use of prescribed fire,
- d) grazing domestic livestock or cutting hay;

“Forest Practices Legislation” means any Act or regulation established by Canada or British Columbia to regulate the conduct of a Forest Practice on Crown land;

“Forest Resources” means

- (a) timber, including any tree, whether living, standing, dead, fallen, limbed, bucked or peeled, and
- (b) any naturally occurring fungi or terrestrial plant, other than timber;

“Forest Practice Standard” means a result, performance requirement or constraint prescribed for a Forest Practice;

[“Ktunaxa Government”] means

[“Ktunaxa Lands”] means

[“?aknumuɕti#i#” means the universal laws that guide the [Ktunaxa Nation] in its societal relations and its relationship to the land;]

“Transition Period” means

INTERPRETATION

1. Unless the context indicates otherwise, words and expressions used in this Agreement that are not defined have the meaning given to them in Forest Practices Legislation.

FOREST RESOURCES ON [KTUNAXA LANDS]

2. (1) The [Ktunaxa Nation] will own all Forest Resources on [Ktunaxa Lands].

(2) The [Ktunaxa Government] will have the exclusive authority to:
 - (a) grant tenures authorizing the harvest of Forest Resources on [Ktunaxa Lands]; and
 - (b) determine, collect and administer fees, rents, royalties or other charges respecting Forest Resources on [Ktunaxa Lands].

APPLICATION OF [?aknumuɕti#i#] AND FOREST PRACTICES STANDARDS ON [KTUNAXA LANDS] TO PROTECT FISH HABITAT, WILDLIFE HABITAT AND CULTURAL RESOURCES

3. (1) Forests on [Ktunaxa Lands] may be managed in accordance with the principles of [?aknumuɕti#i#].

(2) Forest Practices Legislation applies to Forest Practices carried out on [Ktunaxa Lands].

(3) The [Ktunaxa Government] may make laws respecting the conduct of Forest Practices on [Ktunaxa Lands].

(4) Laws made under subsection (3) will
 - (a) be in accordance with the principles of [?aknumuɕti#i#],
 - (b) include Forest Practice Standards that meet or exceed Forest Practice Standards established under Forest Practices Legislation, and
 - (c) include Forest Practice Standards respecting all subject areas addressed in Forest Practices Legislation.

This provision sets the floor for forest practices.

TIMBER MARKS

4. (1) The [Ktunaxa Government] will be responsible for ensuring that timber harvested from [Ktunaxa Lands] bears an appropriate timber mark, if it is transported on a public road.
- (2) British Columbia and the [Ktunaxa Government] may enter into administrative agreements respecting the assignment and recording of appropriate timber marks for timber harvested from [Ktunaxa Lands].

COMPLIANCE AND ENFORCEMENT

5.

EXPORT OF FOREST RESOURCES

- [6. ***Federal and provincial laws respecting the export of Forest Resources harvested from provincial Crown land or federal land apply to Forest Resources harvested from [Ktunaxa Lands].***]

Alternate Provision

- [6. *The [Ktunaxa Government] will make laws respecting the export of Forest Resources harvested from [Ktunaxa Lands], taking into consideration the following:*
- (a) consistency with provincial and federal export laws;*
 - (b) economic direction of the Province; and*
 - (c) economic requirements of the [Ktunaxa Nation].*

Alternate provision proposed by KKTC.

FOREST MANAGEMENT AND PLANNING PROCESSES

7. (1) To avoid implementation of incompatible Forest Practices, Canada or British Columbia will consult with the [Ktunaxa Government], and the [Ktunaxa Government] will consult with Canada or British Columbia respecting the planning and conduct of Forest Practices whenever the Forest Practices
- (a) will be conducted on lands
 - (i) for which the Party is responsible for managing Forest Practices and forests, and
 - (ii) that are adjacent to [Ktunaxa Lands], in the case of Canada or British Columbia, or Crown lands, in

the case of the [Ktunaxa Government], and
(b) may reasonably be expected to affect forests or the
conduct of Forest Practices on the adjacent lands.

[(2) (Language to be developed for land use planning
processes.)

(3) The Parties will share any information that they each
prepare for reporting annually to the public on the extent
and nature of the Forest Practices carried out on the lands
for which they each have management responsibilities.

(4) Information shared under subsection (3) may be used
by the Parties to prepare summary reports.

The
requirement
to prepare
reports will
be addressed
as a
governance
provision.

LONG-TERM RESEARCH PLOTS

8. [The [Ktunaxa Government] will provide for the continuation
of forestry-related research plots already established and
located on [Ktunaxa Lands] and will participate in the
management of these plots, in accordance with the Final
Agreement.]

The need for
section 8 will
be reviewed
as the land
discussions
proceed.

FOREST FIRE SUPPRESSION AND CONTROL

9. The Final Agreement will set out arrangements between
British Columbia, Canada and the [Ktunaxa Government]
for forest fire suppression and control on [Ktunaxa Lands].

BC and
KKTC will
prepare
provisions for
this section

CONTROL AND MITIGATION OF FOREST PESTS AND DISEASES

10. (1) The [Ktunaxa Government] will be responsible for
managing the impacts of forest pests and diseases on
forests on [Ktunaxa Lands].

[(2) If Canada or British Columbia becomes aware of forest
pests or diseases on Crown land that threaten forests on
[Ktunaxa Lands], or if the [Ktunaxa Government] becomes
aware of forest pests or diseases on [Ktunaxa Lands] that
threaten forests on Crown land, Canada, British Columbia,
or the [Ktunaxa Government], as the case may be, will notify
the other government with forests at risk and will use
reasonable efforts to reach an agreement on an appropriate
co-operative response to minimize the impact of forest pests

Parties will
review to
ensure it
establishes
the
appropriate
relationship.

or diseases on forests located on the relevant adjacent lands.]

TRANSITION PROVISIONS ON [KTUNAXA LANDS]

- 11. The Final Agreement will, if required, include provisions respecting the orderly and efficient transfer of the responsibility for the management of Forest Resources on [Ktunaxa Lands] to the [Ktunaxa Government].

USE FOR FOOD, SOCIAL AND CEREMONIAL PURPOSES

- 12. [(1) *[Ktunaxa Citizens] will have priority access to Forest Resources within the [Traditional Territory/ traditional territory/ area identified in the Final Agreement] for use for food, social and ceremonial purposes.*]

[(2) Access to Forest Resources under subsection (1) will only be subject to restrictions for public health, public safety or bona fide conservation reasons.]

[(3) Any restrictions under subsection (2) will be identified and communicated to the [Ktunaxa Government] in writing.]

KKTC Proposal.

The Parties have not reached an agreement on this topic.

TRADE AND BARTER

- 13.

The Parties have not reached an agreement on this topic.

ECONOMIC ACCESS

- 14. *[The [Ktunaxa Government] will have exclusive [Economic Access] to Forest Resources within the Traditional Territory that become available on the lands to be identified in the Final Agreement. For clarity, these lands will remain under British Columbia’s jurisdiction and management authority, subject to the Final Agreement.]*

KKTC proposal.

The Parties have not reached an agreement on this topic.