



BRITISH
COLUMBIA



Ktunaxa Kinbasket Treaty Council

Canada

Ktunaxa Kinbasket Treaty Council Treaty Negotiations

FOREST AND RANGE RESOURCES CHAPTER

Public Information Draft #2

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FOREST AND RANGE RESOURCES CHAPTER

BACKGROUND

Canada, British Columbia and the Ktunaxa Kinbasket Treaty Council are engaged in treaty negotiations in the British Columbia Treaty Commission process. Our treaty negotiations include public consultation and internal review of documents jointly drafted by the three Parties.

The preparation of this public information draft is one step in the negotiation process leading to the completion of a chapter that will be included in the Agreement-in-Principle.

The Parties are releasing this document for public information and for consultation purposes.

For further information on the negotiations, please contact any of the following people:

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DEFINITIONS

In this Agreement:

“Forest Practice” means any of the following activities :

- 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;

“Forest and Range Legislation” means a Federal or Provincial Law that applies to Private Lands and regulates Forest or Range Practices [*as of the Effective Date*];

“Forest Resources” means all biota in forests, except Wildlife, Migratory Birds, water, Fish or Aquatic Plants;

[“Ktunaxa Government”] means

[“Ktunaxa Lands”] means

“Private Lands” means land that is not

- a) Crown land,
- b) privately owned land within a tree farm license or woodlot license issued under the *Forest Act*, or
- c) private managed forest land within the meaning of the *Private Managed Forest Land Act*;

“Range Practice” means any of the following activities

- a) grazing livestock,
- b) cutting hay,
- c) conducting a treatment to cultivate or manage Range Resources, including the use of prescribed fire;

“Range Resources” means those plant communities that are associated with grazing by domestic livestock;

“Timber or Timber Resources” means trees, whether living, standing, dead, fallen, limbed, bucked or peeled;

FOREST AND RANGE RESOURCES ON [KTUNAXA LANDS]

1. The [Ktunaxa Nation] owns the Forest Resources and Range Resources on [Ktunaxa Lands].
2. The [Ktunaxa Nation], as owner, has exclusive authority to determine, collect and administer any fees, rents or other charges relating to the harvesting of Forest Resources and Range Resources on [Ktunaxa Lands].

The authority to grant tenures is located in the Land Chapter.

KTUNAXA LAWS

3. The [Ktunaxa Government] may make laws in respect of the management of Forest Practices and Range Practices on [Ktunaxa Lands] provided that those laws include standards which meet or exceed the standards established under Forest and Range Legislation.
4. In the event of a Conflict between a Federal Law or Provincial Law and a Ktunaxa Law made under paragraph 3, the Federal or Provincial Law will prevail to the extent of the Conflict.

TIMBER MARKS

5. For greater certainty, Provincial Laws in respect of Timber marking and scaling apply to Timber harvested on and transported off [Ktunaxa Lands].

MANUFACTURE AND EXPORT OF TIMBER

6. Timber harvested from [Ktunaxa Lands] may be manufactured and exported in accordance with Provincial and Federal Laws [*as of the Effective Date*] as if the Timber had been harvested from Private Lands granted by the Crown prior to March 12, 1906.

KKTC wants assurance that this provision cannot be reversed by a change in Provincial Law.

FOREST AND GRASS LAND FIRES

7. Provincial Laws in respect of forest and grass land fires apply to [Ktunaxa Lands].
8. The Final Agreement will set out arrangements between British Columbia, Canada and the [Ktunaxa Nation] for forest fire suppression and control on [Ktunaxa Lands].

Par. 8 is still under discussion.

FOREST AND GRASS LAND PESTS AND DISEASES

9. [Ktunaxa Nation] is responsible for managing the impacts of forest pests and diseases on Forest Resources or Range Resources on [Ktunaxa Lands].

10. If Canada or British Columbia becomes aware of pests or diseases on Crown land that threaten Forest Resources or Range Resources on [Ktunaxa Lands], or if the [Ktunaxa Nation] becomes aware of pests or diseases on [Ktunaxa Lands] that threaten Forest Resources or Range Resources on Crown land, Canada, British Columbia, or the [Ktunaxa Nation], as the case may be, will notify the other affected Party or Parties and the applicable Parties will use reasonable efforts to reach an agreement on an appropriate co-operative response to minimize the impact of such pests or diseases on Forest Resources or Range Resources located on the applicable [Ktunaxa Lands] or Crown lands.
11. Nothing in paragraphs 9 or 10 will be construed so as to limit the application of Federal or Provincial Law in relation to the protection of Forest Resources or Range Resources from damage by pests or diseases.

TIMBER HARVESTING RIGHTS EXISTING BEFORE THE EFFECTIVE DATE

12. Except as provided in [Appendix ____], British Columbia will ensure that on or before the Effective Date any rights to harvest Timber granted under Provincial Law which apply to lands which become [Ktunaxa Lands], ceases to be valid.

OBLIGATIONS EXISTING BEFORE EFFECTIVE DATE

13. Except for those obligation described in [Appendix ____], British Columbia will ensure that all obligations in respect of harvested areas and roads constructed on [Ktunaxa Lands] imposed under Provincial Law immediately prior to the Effective Date will be fulfilled.
14. [Ktunaxa Nation] will be responsible for the obligations in respect of harvested areas and roads constructed on [Ktunaxa Lands] described in [Appendix ____].
15. [Ktunaxa Nation] will provide access to [Ktunaxa Lands] at no cost to British Columbia and to any tenure holder whose rights to harvest Timber under paragraph 12 cease to be valid, and to their respective employees, agents, contractors, successors or assigns, so that they may fulfil the obligations referred to in paragraph 13.
16. Except as provide in [Appendix ____], British Columbia will ensure that as soon as practicable after the Effective Date all roads on [Ktunaxa Lands] identified in [Appendix ____], that require deactivation under Provincial Law will be deactivated in accordance with Provincial Law.

17. [Ktunaxa Nation] will be responsible for all roads on [Ktunaxa Lands] not deactivated under paragraph 16.
18. [Ktunaxa Nation] will provide access to [Ktunaxa Lands] at no cost to British Columbia and to any tenure holder whose rights to harvest Timber under paragraph 12 cease to be valid, and to their respective employees, agents, contractors, successors or assigns, so that they may fulfil the obligations referred to in paragraph 16.

DOMESTIC USE FOR FOOD, SOCIAL AND CEREMONIAL PURPOSES

TRADE AND BARTER

ECONOMIC ACCESS

FOREST MANAGEMENT AND PLANNING PROCESSES

The Parties will discuss options to address these topics in a general way for all lands topics.