

COMPLAINT INVESTIGATION

Range Practices and Government Enforcement in the Halfway River Watershed

MARCH 2025

FPB/IRC/256



**Forest
Practices
Board**

BC'S INDEPENDENT
WATCHDOG FOR
SOUND FOREST &
RANGE PRACTICES

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Board Commentary

The Forest Practices Board (the Board) investigated a complaint from the Halfway River First Nation (HRFN) about the impact of grazing practices on riparian areas and mineral licks, and the appropriateness of government enforcement related to the protection of the HRFN's drinking water.

The HRFN regard specific mineral licks on two range agreement areas as culturally significant sites. These sites have been used by First Nations for hunting wildlife for generations. The HRFN complained that livestock use is damaging the mineral licks and displacing wildlife from using the sites. While the HRFN proposed measures to eliminate livestock use at or near the mineral licks, government has not implemented the measures because it believes it has limited authority under the *Forest and Range Practices Act* (FRPA) to tell ranchers what needs to be done.

There are two significant improvements to FRPA that could lead to better outcomes for the protection of values, including cultural heritage resources¹ such as mineral licks. The first improvement is to ensure that the actions to protect resources specified in range use plans are enforceable. The Board made a similar recommendation in its 2009 special investigation of range use planning under FRPA.²

Second, there is a need to elevate the importance of cultural heritage resources and engagement with First Nations so that range planning and practices on public land are consistent with the provincial Declaration Act Action Plan for the *Declaration on the Rights of Indigenous Peoples Act*.¹ Government should consider how range use plans include engagement with First Nations and require that they identify and protect cultural heritage resources.

As discussed in this report, the Board found problems with the way that the Ministry of Forests' (the ministry) Compliance and Enforcement Branch (CEB) investigated the HRFN's complaint about drinking water. Ensuring public safety, which includes protecting source drinking water, is one of the most important roles of government. The Board encourages CEB to review its investigation and identify where improvements can be made so that these issues can be effectively addressed in the future.

Although not part of the HRFN's complaint, the Board also found that government did not comply with legal requirements for administering grazing licences and range use planning. This put two ranchers in a difficult situation because their cattle needed somewhere to graze, but they lacked either a *Range Act* agreement or an approved range use plan.

¹ FRPA does not legally define 'a cultural heritage resource' and it is the Board's view that it is the decision of First Nations to decide on what the values are. For reference, they are described in Section 10 of the FPPR as resources that are the focus of a traditional use by an aboriginal people that is of continuing importance to that people and not regulated under the *Heritage Conservation Act*.

² Refer to page 4 of the Board's report available at: <https://www.bcfpb.ca/wp-content/uploads/2016/04/SIR26-Range-Planning-under-FRPA.pdf>.

Grazing without an agreement or an approved plan puts the range resource at risk and limits government's ability to act in the event of any inappropriate range use. In the Board's view, the public expects that government and the ranchers comply with the law.

Subsequent to the investigation, the Board learned that the ministry has reached an agreement with the HRFN on a pathway to begin addressing the Nation's concerns about the protection of riparian areas, mineral licks and wildlife habitat. As part of the agreement, the ministry has communicated its expectations to range agreement holders to ensure the values are protected and monitored. Ministry range staff have also increased monitoring of priority range agreement areas and started a program that pilots using technology to keep livestock from these areas. In addition to this, the ministry has created a pilot project to enable the co-development of a range use plan in collaboration with the HRFN. This work will serve as a guide for the expansion of collaborative range use planning across Treaty 8 Territory.

Introduction

The Complaint

On May 24, 2023, the Forest Practices Board (the Board) received a complaint from the Halfway River First Nation (HRFN) about range practices and government enforcement on public land in the Halfway River watershed, an area subject to treaty rights. The subjects of the complaint are the Ministry of Forests (the ministry) and two range agreement holders: Valerie and Walter Hedges (RAN 076310) and Crystal Springs Ranch Ltd. (RAN 074995).

In its complaint, the HRFN identified the following issues:

1. The range use plans do not meet the requirements of the *Forest and Range Practices Act* (FRPA) and the *Range Planning and Practices Regulation* (RPPR) and should not have been approved.
2. On the two range agreement areas, FRPA's requirements for the protection of mineral licks and riparian areas, and the maintenance of range developments are not being followed.
3. Compliance and Enforcement Branch (CEB)³ did not investigate the HRFN's complaint about livestock congregating in the Halfway River and the impact on water quality.

Background

The HRFN is 1 of 39 First Nations in Alberta, Saskatchewan, Northwest Territories and British Columbia that are signatories to a land treaty known as the Treaty 8 Agreement, which encompasses an area of 840 000 square kilometres. In BC, eight member First Nations are signatories to the agreement. These Nations include Blueberry River, Doig River, Fort Nelson, Halfway River, McLeod Lake, Prophet River, Sauteau and West Moberly.

Members of Treaty 8 signatory First Nations have the right to use the entire Treaty 8 area for hunting, fishing and cultural activities—not just their own traditional land. The HRFN's traditional lands cover approximately 58 000 square kilometres and include the entire Halfway River watershed (see Figure 1). The Halfway River Indian Reserve is located on the north side of the Halfway River, 75 kilometres northwest of Fort St. John. Approximately 170 members live on the reserve and obtain water from a well adjacent to the Halfway River.

Multiple land uses exist within the HRFN's traditional territory, including forestry, oil and gas activities and range use on public land, and private land agriculture. An extensive road network provides access throughout the area. There are approximately 41 *Range Act* agreement areas within the Halfway River watershed.

The two range agreement areas within the Halfway River watershed that are subject to this complaint include RAN 076310, held by Walter and Valerie Hedges, and RAN 074995, held by Crystal Springs Ranch Ltd.

³Subsequent to the completion of this investigation, in 2024 the Compliance and Enforcement Branch was renamed to the Natural Resource Officer Service.

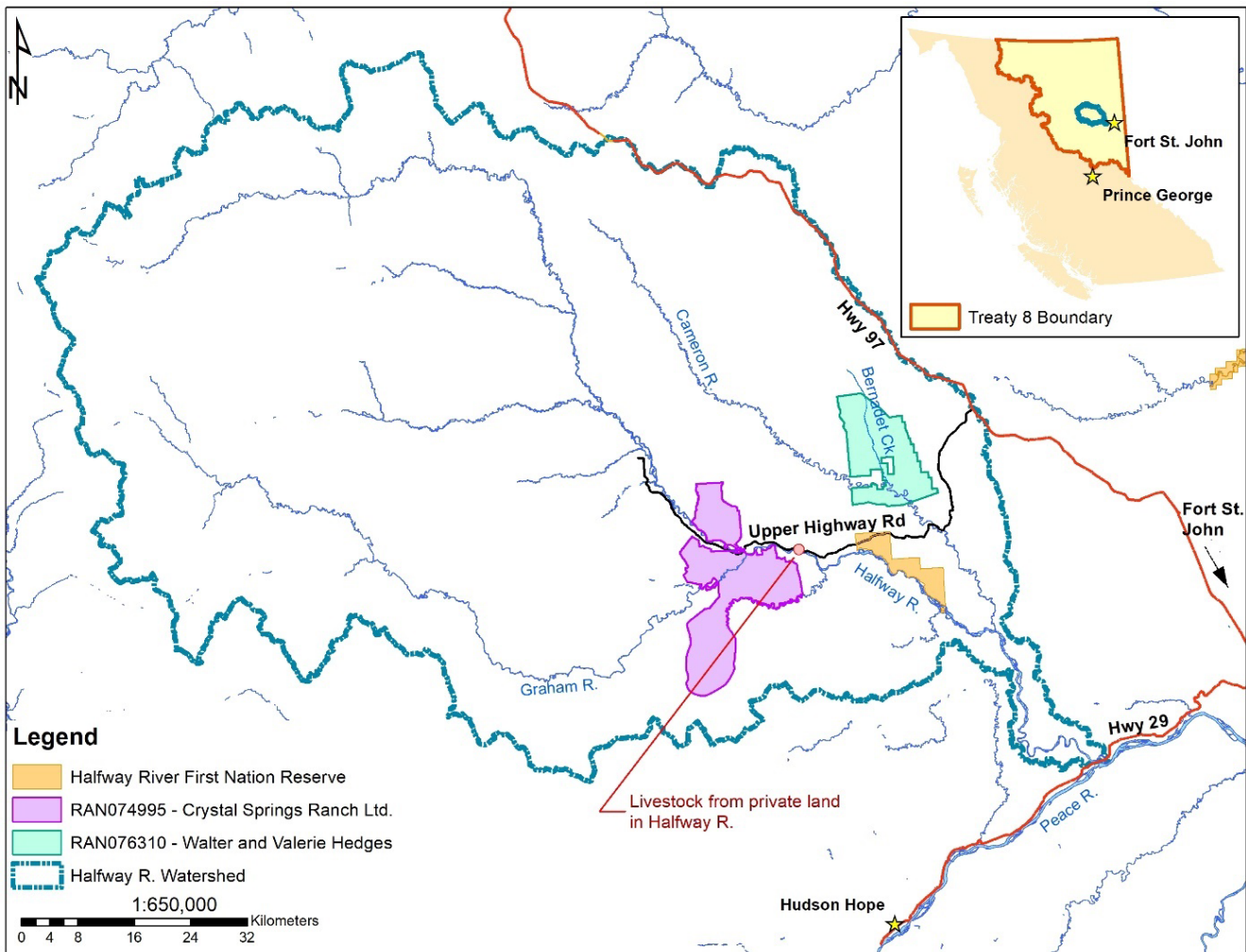


Figure 1. The Halfway River watershed and the two range agreements that are the subject of the complaint.

The range agreement area held by Walter and Valerie Hedges is located along the Cameron River, a major tributary to the Halfway River. In 2019, the agreement area was expanded from 7 691 to 12 754 hectares. The range agreement holders' private ranch is located within the range agreement area. The range agreement held by Crystal Springs Ranch has an area of 22 000 hectares, and is divided into two parcels separated by the Halfway River.

In December 2020, the HRFN submitted a petition to the Minister of Forests, Lands and Natural Resource Operations⁴ alleging that it had experienced infringements of its treaty rights over the previous 16 years related to range practices within the Halfway River watershed. In its petition, the HRFN cited the two range agreement holders that are the subject of this complaint as examples of the infringements. The HRFN identified mineral licks on the two range agreement areas, which are used by moose, deer, elk and caribou and are a critical part of the HRFN's traditional hunting grounds.

⁴ The Ministry of Forests, Lands and Natural Resource Operations was renamed as the Ministry of Forests in 2022, following a provincial restructuring of ministries. Thus, the title of its minister was renamed the Minister of Forests.

In the petition, the HRFN asserted that livestock on the two range agreement areas are damaging the mineral licks and displacing wildlife from the licks and the surrounding area. The petition includes evidence of livestock using mineral licks. The HRFN concluded that the presence of livestock at mineral licks was having a direct impact on the ability of HRFN members to exercise their traditional hunting rights.

The HRFN requested that the ministry exercise its authority under FRPA and the *Range Act* to exclude the mineral licks and create a buffer around them from the range agreement areas. The ministry did not agree with this approach but suggested that its district manager and HRFN work together to develop measures that would avoid or mitigate livestock impacts to mineral licks.

In 2021, the Supreme Court of British Columbia ruled that the Province had infringed on the treaty rights of the Blueberry River First Nation, a Treaty 8 member.ⁱⁱ Since the court's decision, the Province and some of the Treaty 8 member Nations in BC have entered into an agreement—referred to as a 'Consensus Document'—that identifies various initiatives and commitments. These initiatives and commitments are related to the co-management of wildlife, land use planning, the management of cumulative effects of resource development and land restoration consistent with the court's ruling.

In January 2023, the Province and the HRFN signed a letter of agreement (LOA) that expands on the commitments made in the Consensus Document. The LOA commits to developing a work plan to address new and previously identified issues raised by the HRFN including but not limited to:

- the HRFN's 2020 petition;
- the protection of mineral licks as wildlife habitat features; and
- enforceable requirements in range use plans.

In October 2023, the district manager told the Board that it had made progress towards developing a work plan that identifies actions for each issue identified in the LOA. In the same month, the HRFN filed a petition with the Supreme Court of British Columbia. In the petition, the HRFN asserted that the Province breached its duty to consult with Indigenous nations when it renewed the grazing licence for Crystal Springs Ranch Ltd.



Figure 2. View of the Halfway River adjacent to the range agreement area held by Crystal Springs Ranch Ltd.

MINERAL LICKS

A mineral lick is a natural mineral deposit in the soil where ungulates (such as moose, deer and elk) can obtain essential mineral nutrients. Mineral licks are used throughout the year but particularly during the spring and summer when bone, antler, horn and muscle growth peak. Mineral licks are relatively uncommon across the landscape, and some ungulates will travel more than 15 kilometres to visit them.

Source: BC Ministry of Environment and Climate Change Strategy

In April 2024, the HRFN suspended the October 2023 petition. The HRFN told the Board that, while the petition is suspended, the HRFN will collaborate with the ministry and range agreement holders on a process to identify and protect values of cultural significance such as mineral licks. Despite renewed efforts to collaborate on range planning, the HRFN have requested that the Board continue to investigate its complaint.

The Forest Practices Board may investigate compliance with FRPA and the appropriateness of government enforcement. The Board does not have the authority to examine assertions of infringement of First Nations rights or appropriateness of consultations.

Investigation

The investigation considered the following questions:

1. Did the Minister of Forests comply with FRPA's authorization requirements, and did the ranchers comply with FRPA's planning requirements?
2. Did the ranchers comply with FRPA's requirements to protect riparian areas and mineral licks, and to maintain range developments?
3. Was government enforcement related to concerns about livestock in the Halfway River appropriate?

For this investigation, the Board examined compliance with FRPA's range authorization, planning and practice requirements for the period from January 1, 2013, to December 31, 2023. This period coincides with the commencement of the approved range use plans held by Crystal Springs Ranch Ltd. and Walter and Valerie Hedges, and the year that the HRFN filed their complaint with the Board.

1. Did the Minister of Forests comply with FRPA's authorization requirements, and did the ranchers comply with FRPA's planning requirements?

In British Columbia, livestock grazing on Crown rangeⁱⁱⁱ is governed by the *Range Act* and FRPA. Before grazing livestock, ranchers must obtain a *Range Act* agreement and, unless exempted, must prepare a range use plan that meets FRPA's content requirements and is approved by the Minister of Forests.

Minister of Forests

Under FRPA, the Minister of Forests must comply with FRPA's requirements for the approval of a range use plan, a mandatory amendment to a range use plan or an exemption from the requirement to hold a range use plan. The Minister of Forests has delegated the district manager as the decision maker.

Table 1 describes FRPA’s range authorization requirements and whether the district manager complied.

TABLE 1. District Manager’s Compliance with FRPA’s Range Authorization Requirements

LEGAL REQUIREMENT	RANGE USE PLAN (RUP)	
	RAN074995 held by Crystal Springs Ranch	RAN076310 held by Walter and Valerie Hedges
<p>Section 37(1) of FRPA</p> <p>The district manager must approve a RUP, or an amendment to a RUP, if it is consistent with the <i>Range Act</i> agreement and conforms to content requirements.</p>	<p>Compliance</p> <p>The district manager approved the RUP in January 2013. The RUP met content requirements.</p>	<p>Non-compliance (May 2015 to August 2019)</p> <p>The district manager should not have approved the RUP in May 2015 because it did not meet content requirements (that is, the map did not show the location of range developments or pasture boundaries).</p> <p>Non-compliance (September 2019 to December 2023)</p> <p>The district manager never approved the mandatory RUP amendment submitted by Walter and Valerie Hedges in September 2019, despite the requirement to do so. The RUP amendment met content requirements.^{iv}</p>
<p>Section 36(1) of FRPA</p> <p>The initial term of a RUP may not exceed 5 years and may be extended for up to an additional 5 years subject to conditions.</p>	<p>Non-compliance</p> <p>The district manager approved the RUP for an initial term of 9 years which exceeds the maximum 5-year term permitted.</p>	<p>Non-compliance</p> <p>The district manager approved the RUP for an initial term of 8.5 years, which exceeds the maximum 5-year term permitted.</p>
<p>Section 3(1) of the RPPR</p> <p>The district manager may exempt an agreement holder from the requirement to hold a RUP if grazing:</p> <ul style="list-style-type: none"> • will not endanger the range resource; • is in the public interest; and, • is consistent with the objectives for range [see sections 5-11 of the RPPR]. 	<p>Non-compliance</p> <p>The district manager should not have exempted Crystal Springs Ranch Ltd. from the requirement to hold a RUP in April 2023 because it was not a range agreement holder at that time. Crystal Springs Ranch Ltd.’s previous RUP expired in December 2022.</p> <p>In addition, the district manager did not consider whether grazing, if continued, will endanger the range resource or is consistent with the objectives for range.*</p>	<p>Not applicable as the district manager did not exempt Walter and Valerie Hedges from the requirement to hold a RUP.</p>

*The district manager told the Board that the exemption was granted in the public interest mainly because there were many expiring range use plans in the region. Staff resources were limited to effectively assist ranchers with the preparation of new range use plans and undertake consultation with First Nations. In considering the exemption, the district manager did not determine whether it would endanger the range resource or whether it would be consistent with government’s objectives for range.

Crystal Springs Ranch Ltd. and, Walter and Valerie Hedges

Ranchers grazing livestock on Crown range must have an approved *Range Act* agreement, a range use plan, and, if applicable, an amendment to a range use plan or an exemption from the requirement to hold a range use plan. Range agreement holders must adhere to the terms and conditions of their *Range Act* agreement and must follow their range use plan.

Table 2 describes FRPA’s range planning requirements and whether Crystal Springs Ranch Ltd. and Walter and Valerie Hedges complied. Appendix A provides the full text of FRPA’s requirements.

WHO IS A RANGE AGREEMENT HOLDER?

This report refers to ‘ranchers’ and ‘range agreement holders’ grazing livestock on Crown range. Under FRPA, a range agreement holder is a person or corporation that holds an agreement under the *Range Act* to graze livestock or cut hay on Crown range.

TABLE 2. Rancher’s Compliance with FRPA’s Range Planning Requirements

LEGAL REQUIREMENT	RANCHER	
	Crystal Springs Ranch Ltd.	Walter and Valerie Hedges
<p>Section 50(1) of FRPA</p> <p>A person must obtain a <i>Range Act</i> agreement before permitting livestock to graze on Crown range.</p>	<p>Non-compliance</p> <p>The range agreement expired in December 2022. On June 15, 2023, livestock were put onto Crown range for two months without a range agreement. A new range agreement was not obtained until August 2023.**</p> <p>Compliance</p> <p>A new range agreement was authorized by the ministry on August 19, 2023, with an effective date of January 1, 2023. In effect, the backdating of the agreement put Crystal Springs Ranch Ltd. back into compliance.</p>	<p>Compliance</p> <p>Walter and Valerie Hedges held a range agreement at all times relevant to the complaint.</p>
<p>Sections 32(1) and 33 of FRPA</p> <p>Unless exempted, before grazing on Crown range, an agreement holder must prepare and obtain approval of a RUP that meets content requirements.</p>	<p>Compliance</p> <p>The district manager exempted Crystal Springs Ranch Ltd. from the requirement to prepare and submit a RUP (refer to the analysis of section 3(1) of the RPPR in Table 1).</p>	<p>Compliance (May 2015 to August 2019)</p> <p>Walter and Valerie Hedges held a valid RUP that met content requirements.</p> <p>Non-compliance (September 2019 to December 2023)</p> <p>Walter and Valerie Hedges prepared and submitted a mandatory RUP amendment in September 2019 that met content requirements. Therefore, they complied with section 33 of FRPA. However, the RUP was not authorized by the district manager. Walter and Valerie Hedges continued to graze livestock on Crown range without an authorized RUP until the fall of 2023. This is a non-compliance with section 32(1) of FRPA.</p>

Section 38(5) of FRPA and sections 22(1)(b) and 22(3) of the RPPR

Not applicable as Crystal Springs Ranch Ltd. was not required to submit an amendment to their RUP.

Non-compliance

In September 2019, after obtaining an amendment to their range agreement boundary, Walter and Valerie Hedges submitted an amendment to their RUP but did not obtain the approval of the district manager.

An agreement holder must prepare, submit and obtain approval of an amendment to a RUP if there is a change in the holder's agreement under the *Range Act*.

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- *The district manager told the Board they were aware that Crystal Springs Ranch Ltd. had put their livestock onto Crown range without authorization, but processing a new range agreement had stalled because they had not yet fulfilled their duty to consult with the HRFN.*
- *Most range-related requirements in FRPA for the protection of values, such as riparian areas, apply to range agreement holders. For the period of January 1, 2023, to August 2023, Crystal Springs Ranch Ltd. was not a range agreement holder, therefore, the requirements did not apply.*

2. Did the range agreement holders comply with FRPA's requirements to protect riparian areas and mineral licks, and to maintain range developments?

The investigation examined whether the range agreement holders complied with FRPA's requirements to protect mineral licks and riparian areas, and to maintain range developments^v because the HRFN identified these values as areas of concern. FRPA's requirements for the protection of values may be contained in the RPPR and/or within an agreement holder's range use plan. At the time of the Board's field assessment (October 1–3, 2023) both Crystal Springs Ranch Ltd., and Walter and Valerie Hedges were range agreement holders subject to FRPA's requirements.

FRPA's Requirements

Range Planning and Practices Regulation

Legal requirement

Section 30 of the RPPR

A range agreement holder must not carry out a range practice if it would result in a material adverse effect on the ability of the riparian area to:

- withstand normal peak flow events without accelerated soil loss, channel movement or bank movement,
- filter runoff,
- store and safely release water, and
- conserve wildlife habitat values in the area.

Section 40(1) of the RPPR

A range agreement holder must maintain range developments "in an effective operating condition."

Range Use Plan

Section 33(1)(c) of FRPA enables a district manager to identify “issues” that an agreement holder must address in a range use plan. Issues are a tool for the district manager to draw attention to resource values and other matters that require special management.

If the district manager identifies issues, FRPA requires an agreement holder to specify actions in their plan to address the issues and to carry out those actions. Section 38(2) of FRPA requires a range agreement holder to ensure the actions continue to be sufficient to address the issues during the term of the range use plan. If not, the agreement holder must amend the plan with revised and/or new actions.

Under section 45(1) of FRPA, a range agreement holder who grazes livestock or maintains a range development on Crown range must do so in accordance with the applicable range use plan.

When the agreement holders’ range use plans were first approved (see section #1 under [Investigation Findings](#)), they contained actions to address issues identified by the Minister of Forests, including for the protection of riparian areas and mineral licks. However, when the Board undertook its field assessment in October 2023, it could not assess compliance with the actions for two reasons:

1. In 2023, Crystal Springs Ranch Ltd. was exempted from the requirement to have a range use plan. There are no conditions in the exemption including for the protection of riparian areas or mineral licks. However, as a range agreement holder, Crystal Springs Ranch Ltd. was still required to comply with requirements to protect riparian areas in section 30 of the RPPR.
2. Walter and Valerie Hedges did not have a valid range use plan because it was not approved by the district manager (see section #1 under [Investigation Findings](#)).

The [Discussion](#) section of this report identifies issues with the content of range use plans for the protection of riparian areas and mineral licks.

Assessment of Compliance

Board investigators undertook a field assessment of the range agreements on October 1–3, 2023, and focused their assessment on a sample of riparian areas and range developments. At the time of the field assessment, there were no legal requirements for the protection of mineral licks on the agreement areas. The ranchers and representatives of the HRFN accompanied Board investigators.

Protection of Riparian Areas

Investigators completed riparian health assessments to assess compliance with the FRPA’s requirements to protect riparian areas. The assessment is used to determine the current condition of the riparian area by evaluating it as properly functioning, slightly at risk, moderately at risk, highly at risk or not functional. If a riparian area is not functional, the Board considers that there has been a material adverse effect on the ability of the riparian area to achieve the four intended functions listed under section 30 of the RPPR. When this occurs, a non-compliance with section 30 of the RPPR has been established.

Walter and Valerie Hedges

Investigators identified sites where livestock accessed riparian areas and associated bodies of water to drink from. These sites were primarily streams, but also included rivers. In accessing water, livestock caused localized damage to riparian areas and stream channels. However, despite the localized damage, all riparian areas examined were functional overall. In other words, the localized damage caused by livestock did not significantly alter the functioning condition of the riparian areas.

Investigators observed heavy livestock use at one stream crossing (vehicle ford) on Bernadet Creek, which is a tributary to the Cameron River. Construction and use of a vehicle ford, which was not done by the range agreement holder, has damaged the channel bed and banks, and degraded fish habitat and the adjacent riparian area. The vehicle ford has created access for livestock to drink water, and the livestock use has contributed further damage to the stream, including the introduction of fecal matter (see Figures 3 and 4). The Board notes there are no known drinking water licences on Bernadet Creek downstream of the vehicle ford.

PROTECTION OF MINERAL LICKS UNDER FRPA

Under FRPA, there are three options for government to require range agreement holders to protect mineral licks:

1. They can be listed as a wildlife habitat feature under the *Government Actions Regulation* (no wildlife habitat features have been designated in the Northeast region).
2. The district manager may identify them as an “issue” requiring the agreement holder to propose actions to address the issue.
3. The district manager may require their protection as a condition on the approval of a range use plan, a mandatory amendment or an exemption from the requirement to hold a range use plan.



Figure 3. Google Earth image showing the bridge structure and vehicle ford on Bernadet Creek.



Figure 4. Evidence of livestock use at the vehicle ford at Bernadet Creek. The use has contributed to damage of the stream channel and introduced fecal matter into the stream.

Finding

Walter and Valerie Hedges complied with the requirements of section 30 of the RPPR to protect riparian areas.

Crystal Springs Ranch Ltd.

Similar to RAN 076310, investigators observed localized livestock use damaging riparian areas. Overall, however, all riparian areas examined were functional.

On a tributary to the Halfway River, heavy use by livestock over a distance of approximately 100 metres caused the riparian area to be highly at risk of being not functional. In other words, the riparian area will likely not be functional if similar livestock use continues over time.

Investigators observed some livestock use on the banks of the Halfway River within the boundary of the range agreement area. The riparian areas examined along the Halfway River were functional.

Finding

Crystal Springs Ranch Ltd. complied with the requirements of section 30 of the RPPR to protect riparian areas.

Maintenance of Range Developments

Investigators examined the maintenance of range developments by ensuring that they are in an 'effective operating condition' as required under the RPPR. Although the term 'effective operating condition' is not defined in FRPA, the Board considers it to mean that range developments are maintained to function as intended.

Crystal Springs Ranch Ltd.

Adjacent to the Halfway River, investigators examined 300 metres of a combination of post and rail fence, barbed wire fence, and several cattleguards—all of which are within the legal meaning of a range development (Figure 5). All range developments were in an effective operating condition.

Finding

Crystal Springs Ranch Ltd. complied with the requirements of section 40(1) of the RPPR to maintain range developments.



Figure 5. These range developments, including a post and rail fence, and a cattle guard, are in an effective operating condition.

Discussion

This investigation found there are currently no requirements for the protection of mineral licks in the two range agreement areas.

When the range use plans were originally approved—in May 2015 for Walter and Valerie Hedges and January 2013 for Crystal Springs Ranch Ltd.—the district manager identified the protection of mineral licks as one of several issues. As required, the agreement holders proposed actions to address the issues in the range use plans, which have since expired. The issue and actions for mineral licks are found in Table 3.

Since the protection of mineral licks is a significant concern to the HRFN, the Board chose to examine the content of the actions for the protection of mineral licks in the previously approved range use plans and the effectiveness of the actions on-the-ground.

TABLE 3. Issues and Actions in the Range Use Plans for the Protection of Riparian Areas and Mineral Licks

ISSUE IDENTIFIED BY THE DISTRICT MANAGER	ACTIONS IN THE RANGE USE PLAN	
	Crystal Springs Ranch Ltd.	Walter and Valerie Hedges
Protect known mineral licks	<ul style="list-style-type: none"> • provide adequate salt at salt locations • keep salt locations min 400 metres away • no water developments within 400 metres. 	<ul style="list-style-type: none"> • no salting near licks (400 metres) • no water developments within 400 metres • no rail or pipe fencing within area

Board investigators examined the issues identified by the district manager and the corresponding actions proposed by the agreement holders and found several problems:

1. The district manager’s issue of ‘protect known mineral licks’ is problematic because the term ‘protect’ is not defined. The lack of definition of terms used in the district manager’s issue for mineral licks means it is not feasible for the range agreement holder to specify appropriate actions to address the issue.
2. The mineral lick issue refers to features that are ‘known’. Under FRPA, a feature is known only if it is known by the person who granted the approval and the person required to follow the requirements. In this case, the person granting the approval is the district manager and the persons required to follow the requirements are the range agreement holders. The agreement holders’ range use plans contain no information on the location of known mineral licks, and the district manager has not provided the agreement holders with this information. The information is not known to the agreement holders and the requirement to ‘protect known mineral licks’ is therefore not enforceable.
3. Some of the actions in the range use plans to address the issue are not enforceable because they are not written in a way that is measurable or verifiable.

Effectiveness of Mineral Lick Protection On-the-Ground

Investigators examined mineral licks on the two range agreement areas and made general observations about the effectiveness of the range agreement holders’ actions, such as the placement of salt blocks. As part of planning for the field assessment, which took place between October 1–3, 2023, the HRFN identified three mineral licks. One mineral lick is on the agreement area held by Walter and Valerie Hedges, and two are on the agreement area held by Crystal Springs Ranch Ltd. (see Figure 6).



Figure 6. An active mineral lick on the range agreement area held by Crystal Springs Ranch Ltd. Investigators observed evidence of livestock use of the mineral lick.

On Walter and Valerie Hedges' agreement area, there was moderate to heavy use of the mineral lick. It had been used equally by livestock and wildlife such as deer, moose and elk. On the two mineral licks in the Crystal Springs Ranch Ltd. agreement area, investigators observed less use by livestock with no recent tracks or livestock fecal matter. Based on the presence of livestock tracks and fecal matter alone, investigators could not determine the number or duration that livestock had been using the mineral licks.

Investigators did not observe any instances where the activities of range agreement holders were drawing livestock to the area of the mineral licks. No salt blocks or water developments were located within 400 metres of the mineral licks, which is consistent with the actions that the agreement holders proposed in their previously approved range use plans.

Board investigators observed that roads and adjacent forest harvesting provided unimpeded access for livestock to the mineral licks. For example, on the range agreement held by Walter and Valerie Hedges, one mineral lick is located within 65 metres of the boundary of the home ranch. Livestock access between the home ranch and Crown range is via an old road that is close to the mineral lick. Historically, this road was used for forest harvesting, but the access it provides now increases livestock's use of the mineral lick.

3. Was government enforcement related to concerns about livestock in the Halfway River appropriate?

On multiple occasions, the HRFN say they have observed livestock standing in the flowing water of the Halfway River and congregating on dry gravel bars within the river channel. The HRFN is concerned that livestock fecal matter is a threat to drinking water, which they obtain from a well beside the Halfway River. The well is located downstream of where the livestock have been observed. HRFN is also concerned that livestock are a threat to fish and fish habitat.

In September 2021, the HRFN reported their observations to ministry staff but said that no action was taken to remove the livestock from the Halfway River. On July 21, 2022, HRFN representatives and one government staff member participated in a helicopter flight over the Halfway River. During this flight, they observed livestock on a gravel bed within the high-water mark of the river. HRFN recorded the GPS location of the livestock but were unable to identify any brands, which could signify ownership. On July 24, 2022, HRFN notified the district manager of their observations and subsequently filed a complaint with the CEB. CEB investigated the complaint and found there was insufficient evidence to establish that a contravention had occurred.

The purpose of government enforcement is to encourage compliance with legal requirements. To determine the appropriateness of government enforcement, the Board examined whether CEB appropriately considered and investigated the information and evidence provided by the HRFN in determining if a contravention of FRPA had occurred.

CEB examined photos taken by the HRFN to determine the location of the livestock in relation to private land. CEB interviewed the owner of private land adjacent to where the livestock were observed and went to see if any livestock were in the Halfway River. CEB documented its investigation in a continuation report^{vi}, which included an analysis of whether the evidence

collected supported a contravention of various statutes, including FRPA and the *Water Sustainability Act*.

CEB considered two FRPA requirements:

1. Section 46(1)—A person must not carry out a forest practice, range practice or another activity that damages the environment unless the practice was authorized and they did not know, and could not reasonably be expected to know, that the damage would occur based on weather conditions or site factors. Section 3 of the *Forest Planning and Practices Regulation* (FPPR) defines “damage” as one of seven disturbances that adversely alters an ecosystem.^{vii}
2. Section 50(1)—A person must not cause or permit livestock to be driven onto or to graze on Crown range unless authorized under the *Range Act* to graze livestock.

In its assessment of section 46(1) of FRPA, CEB concluded that fecal matter in a stream is unlikely to meet the definition of “damage” as described in section 3 of the FPPR. With respect to section 50(1) and livestock grazing on Crown range without authorization, CEB concluded that the Halfway River and its banks were not ‘Crown range’ as defined in the *Range Act*. As a result, CEB concluded that section 50(1) of FRPA did not apply.

CEB followed up with the HRFN by telephone to inform them of the reasons that it would not be taking any further action. CEB advised the HRFN that they may request a drinking water officer to investigate under the *Drinking Water Protection Act*.

In the Board’s opinion, CEB correctly concluded that livestock fecal matter does not likely meet the definition of damage as defined under section 3(1) FPPR. However, CEB did not field-assess the quantity or location of fecal matter in the river channel where the livestock were observed or determine whether the presence of livestock directly caused damage to fish habitat. This information would have been beneficial in deciding whether to refer the matter to other provincial and federal agencies that have jurisdiction to administer legislation related to the protection of drinking water and fish habitat.

Board investigators determined that the location of where the livestock were observed by the HRFN is outside of any *Range Act* agreement boundary. Investigators also determined the Halfway River and its banks are Crown range as defined in the *Range Act*.⁵ The *Range Act* defines Crown range as, “Crown land^{viii} in a range district, but does not include Crown land leased under the *Land Act*.” Crown land in a range district is established under the *Administrative Boundaries Regulation*. The regulation establishes that all land within the northeast range district, which includes the Halfway River, as Crown range.

In summary, CEB did not correctly interpret the requirements of section 50(1) of FRPA. They did not realize that cattle within and on the banks of the Halfway River were on Crown range. Government enforcement was not appropriate because a potential non-compliance was not recognized, and the opportunity to promote compliance was missed.

Finding

Government enforcement of FRPA section 50(1) was not appropriate.

⁵ Definitions in the *Range Act* apply to FRPA.

Conclusions

1. Did the Minister of Forests comply with FRPA's authorization requirements, and did the range agreement holders comply with FRPA's planning requirements?

Minister of Forests

RAN 074995 held by Crystal Springs Ranch Ltd.

The district manager complied with section 37(1) of FRPA when they approved the range use plan in January 2013, as it met content requirements. However, the district manager did not comply with section 36(1) of FRPA because they approved the range use plan for a term exceeding five years. The district manager did not comply with section 3 of the RPPR when they approved an exemption from the requirement to hold a range use plan in April 2023.

RAN 076310 held by Walter and Valerie Hedges

The district manager did not comply with sections 36(1) and 37(1) of FRPA because they approved the range use plan in May 2015 for a term exceeding five years, and the range use plan did not meet content requirements.

The district manager did not comply with section 37(1) of FRPA because they did not approve an amended range use plan submitted by the agreement holder in September 2019, even though it met content requirements.

Crystal Springs Ranch Ltd. and Walter and Valerie Hedges

Crystal Springs Ranch Ltd. did not comply with section 50(1) of FRPA when it put livestock onto Crown range for two months without a *Range Act* agreement. However, when the ministry signed the agreement on August 19, 2023, Crystal Springs Ranch Ltd. was retroactively put back into compliance.

Walter and Valerie Hedges did not comply with sections 32(1) and 38(5) of FRPA, and sections 22(1)(b) and 22(3) of the RPPR for the period of September 2019 to December 2023 because they did not obtain the district manager's approval of their amended range use plan before putting livestock onto Crown range.

2. Did the range agreement holders comply with FRPA's requirements to protect riparian areas and mineral licks, and to maintain range developments?

Crystal Springs Ranch Ltd. and Walter and Valerie Hedges complied with the requirements of section 30 of the RPPR to protect riparian areas. Crystal Springs Ranch Ltd. complied with the requirements of section 40(1) of the RPPR to maintain range developments. No range developments were examined by Board investigators on the Hedges' agreement area.

At the time of the Board's field investigation, there were no enforceable requirements for agreement holders to protect mineral licks. In 2023, Walter and Valerie Hedges did not have a valid range use plan and Crystal Springs Ranch Ltd. was exempted from the requirement to hold a range use plan.

The Board examined the condition of several mineral licks identified by the HRFN on the range agreement areas. Use of the mineral licks by livestock was evident but the Board did not determine whether livestock had caused damage to the mineral lick or if use of the mineral licks by livestock were displacing wildlife that would use these areas. Past forest harvesting and road access provided easy access for livestock to the mineral licks.

3. Was government enforcement related to concerns about livestock in the Halfway River appropriate?

CEB investigated the HRFN's concerns about livestock in the Halfway River affecting drinking water quality. CEB did not correctly interpret the requirements of section 50(1) of FRPA because they did not realize that cattle within and on the banks of the Halfway River were, in fact, on Crown range. Government enforcement was not appropriate because a potential non-compliance was not recognized and the opportunity to promote compliance was missed.

ENDNOTES

ⁱ The Declaration Act Action Plan is available for download at: <https://www2.gov.bc.ca/gov/content/governments/indigenous-people/new-relationship/united-nations-declaration-on-the-rights-of-indigenous-peoples/implementation>

ⁱⁱ *Yahey v. British Columbia*, 2021 BCSC 1287.

ⁱⁱⁱ The Forest Practices Board typically refers to Crown land as 'public land'. However, 'Crown range' is a legally defined term under the *Range Act* and therefore, will be referenced throughout this report.

Under the *Range Act*, 'Crown range' means Crown land in a range district, but does not include Crown land leased under the *Land Act*.

^{iv} The mandatory amendment to the RUP was required because the agreement holder's range agreement area was expanded from 7 691 to 12 754 hectares.

^v In their complaint, the HRFN stated a concern about the maintenance of range developments (fencing) adjacent to the Halfway River on the agreement area held by Crystal Springs Ranch Ltd. Since their concern was limited to this agreement holder, investigators did not examine the condition of range developments within the agreement area held by Walter and Valerie Hedges.

^{vi} A continuation report is prepared by CEB investigators as a factual chronology of an investigation and actions taken.

^{vii} The categories of damage listed under section 3(1) include landslides, soil disturbance and the deposit into a stream, wetland or lake of a petroleum product, a fluid used to service industrial equipment or any other similar harmful substance.

^{viii} Under the *Range Act*, 'Crown land' means land, whether or not it is covered by water, or an interest in land, vested in the government.



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