

2015 Yukon Grazing Policy



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INTRODUCTION

1.0 PURPOSE

The purpose of this policy is to guide the implementation of Grazing Agreements and the management of grazing lands in Yukon. This policy is pursuant to the *Grazing Regulations* which are part of the *Lands Act* and *Financial Administration Act*.

2.0 OBJECTIVES

The objective of this policy is to provide for the establishment and management of Grazing Agreements that:

- (1) Help meet the graze needs of domestic livestock in the Yukon;
- (2) Provide for Animal Welfare;
- (3) Are economically viable and located on the most suitable lands;
- (4) Operate in an environmentally sustainable manner; and
- (5) Are compatible with other environmental, social and land use values.

3.0 DEFINITIONS

- (1) “Act” means the *Lands Act*.
- (2) “Animal Unit Month” is a standard unit of measurement used in range management. It is 455 kg (1000 lb.) of dry forage. It is the approximate amount of feed required for one month for one adult cow or horse.
- (3) “Available livestock forage” is the amount of livestock forage in an area after factors that limit grazing are applied to the total amount of livestock forage in the area.
- (4) “Class of Soil” means those classes and definitions of soils and lands as found in: Expert Committee on Soil Survey, 1992 Land Suitability Rating System for Spring Seeded Small Grains.
- (5) “Community Graze” means a grazing right held in common where livestock holders pay a fee to the common for the grazing and joint management of the stock held on the graze.
- (6) “Containment” means, normally, fences of varying standard that will under reasonable circumstances retain the livestock found on the graze within the graze boundaries.

- (7) “Corrals and Handling Structures” means enclosures and pens for the localized capture or containment of livestock.
- (8) “Feed and Animal Shelters” mean simple roofed structures to be used as shelter for feed during supplemental feeding or livestock shelter during critical birthing and other developmental phases.
- (9) “Grazing Agreement” means a written agreement between the Agreement holder and the Yukon government that grants the holder the exclusive authority to graze domestic livestock within the area specified in the Agreement.
- (10) “Grazing Capacity” of an area is the stocking level that has been determined to prevent over grazing. On Yukon government grazing agreements, grazing capacity is calculated to ensure that 50% of the total amount of livestock forage is not grazed. The 50% left ungrazed is also called the safe use factor. Factors such as steep terrain or blown down trees can also affect grazing capacity.
- (11) “Grazing Management Plan” means an integrated grazing management plan addressing the variety of multiple use concerns that may be encountered on Yukon lands proposed for grazing.
- (12) “Mobile Dwelling” means a dwelling that is not fixed to the ground, is movable and removable at any time of the year, is not connected to any utilities or services and does not exceed a size of 25 square meters (approximately 250 square feet or a 16’x16’ structure).
- (13) “Stock Watering Site” means an area where livestock have access to water. This includes both managed access and unrestricted access to water.

4.0 ELIGIBILITY

- (1) The following are eligible for a Grazing Agreement in Yukon:
 - (a) A person who is a Canadian Citizen or has the status of a permanent resident of Canada who ordinarily resides in Canada, and is of 19 years of age or older;
 - (b) A corporation incorporated in Canada and is controlled by a person who is, or by a group of persons each of whom is, eligible to apply for a grazing agreement; or
 - (c) A society or cooperative association formed under the laws of Canada or of Yukon or another province, where a majority of members of which are persons eligible to apply for a grazing agreement.

5.0 APPLICATION PROCESS

Applications for Grazing Agreements will be accepted by the Department of Energy, Mines and Resources, Agriculture Branch. Applicants will be informed of the review process and the status of their application.

- (1) The Department of Energy, Mines and Resources, Agriculture Branch will be responsible for the overall coordination of the application, review, management planning, disposition and administration processes.
- (2) The applicant will be expected to provide detailed information in the Grazing Agreement application to facilitate the review and approval process.
- (3) Applications may be refused in areas where the conveyance of a Grazing Agreement may be detrimental to the management of other resources. Factors may include, but not necessarily be limited to, community and renewable resource planning concerns.
- (4) In areas where established land use plans or guidelines exist, the disposition of Grazing Agreements will be consistent with the established land use plans and guidelines. Applications will not be accepted where approved plans or guidelines do not support Grazing Agreements.
- (5) Grazing Agreement applications will be subject to an environmental assessment either under the Yukon Environmental and Socio-economic Assessment Act or through a Yukon government review.
- (6) Consultation with First Nations will occur where required.
- (7) The Department of Energy, Mines and Resources, Agriculture Branch, will assess the grazing capacity and the suitability of soils on proposed grazing lands. In addition, the Department will be responsible for coordinating the review of all land and resource management issues. The result will be the production of a Grazing Management Plan that will be incorporated into the Grazing Agreement between the Department of Energy, Mines and Resources and the applicant.
- (8) Each application for a Grazing Agreement will be subjected to an extensive review by all Yukon Government agencies with responsibility for resource management in Yukon.

6.0 FORM OF TENURE

- (1) A Grazing Agreement will be used to grant the applicant the authority to graze livestock within the area specified in the Agreement.
 - (a) The Grazing Agreement will include the Grazing Management Plan and identify the terms and conditions required to accommodate the management objectives for the Agreement.

7.0 LENGTH OF TENURE

- (1) Normally, a Grazing Agreement shall be for an initial three-year probationary term to ensure:
 - (a) Containment is constructed within three years;
 - (b) The area is stocked with livestock;
 - (c) Terms and conditions of the Agreement are complied with.
- (2) Upon the completion of the probationary period, if all terms and conditions have been met, a Grazing Agreement may be renewed for an additional period of not more than 27 years, subject to periodic review and revision.
- (3) The Department of Energy, Mines and Resources, Agriculture Branch, at its option, may grant a Grazing Agreement for a shorter term.
- (4) When a Grazing Agreement reaches the end of its full term, it expires. Upon the expiry of a Grazing Agreement, for a period of 90 days from the expiry date, the former Agreement holder will have first priority to apply for a new Grazing Agreement for the same area.

8.0 PRICE

- (1) Grazing Agreement fees and annual charges will be as follows:
 - (a) A fee of \$25.00 will be paid by the applicant at the time of application.
 - (b) An annual administration fee of \$50.00 shall be paid by the applicant with the annual animal unit fees.
 - (c) Grazing fees of \$1.00 per Animal Unit Month for each month of summer grazing (\$3.00 per animal unit month per year).
- (2) Grazing fees will be based on the capacity of vegetation found on the land to sustain forage pressure from livestock. The available livestock forage will be calculated on an animal unit month basis.

- (3) Annual administration and grazing fees will be paid in advance of the anniversary date.
- (4) Additional available livestock forage resulting from approved graze improvements will not be reflected in additional animal unit month charges.
- (5) Grazing capacity fees will be forgiven for the first and second scheduled payments of Grazing Agreement fees.
- (6) A summary of Grazing Agreement fees for the first three payments is set out below:

Date	A. U. M.'s x \$3.00	Administration	Total
Agreement Date	100% forgiven	\$50.00	\$50.00
First Anniversary	100% forgiven	\$50.00	\$50.00
Second Anniversary	100%	\$50.00	A. U. M.'s x \$3.00 + \$50.00
Third Anniversary (and subsequently)	100%	\$50.00	A. U. M.'s x \$3.00 + \$50.00

Management Considerations for Grazing Agreements

9.0 GRAZING MANAGEMENT PLAN

- (1) The Department of Energy, Mines and Resources will prepare a proposed Grazing Management Plan prior to the approval of an application for a Grazing Agreement. The Grazing Management Plan will be deemed a part of each Grazing Agreement.

9.1 General Criteria

- (1) Management of grazing in the Yukon is the mandate the Department of Energy, Mines and Resources, Agriculture Branch. The department is committed to working with the Grazing Agreement holder in the design of the Grazing Management Plan.
- (2) Grazing uses in Grazing Agreement areas will be integrated with the variety of other land and resource uses to be maintained on lands in the Yukon.

- (3) Areas disposed of as a Grazing Agreement must have an average available livestock forage level of 100 kg/ha.
- (4) The grazing capacity or stocking rate of Yukon Lands in a Grazing Agreement area will be determined by the Department of Energy, Mines and Resources, Agriculture Branch by:
 - (a) Inspecting the area and collecting randomly placed vegetation samples to determine the total amount of palatable livestock forage in the area.
 - (b) Reducing the total livestock forage by 50%. This 50% will be left ungrazed as a safe use factor.
 - (c) Discounting the forage supply by any factors that limit livestock grazing such as steep terrain or wind fallen trees.
 - (d) The amount of forage remaining is considered the available livestock forage for the area.
 - (e) Forage available for grazing livestock will be expressed as Animal Unit Months.
 - (f) Stocking rate will be expressed as AUM/agreement area or the number of livestock allowed per month or per grazing season.
- (5) Areas disposed of as a grazing agreement must provide an adequate source of suitable water for livestock. A suitable water source will be determined during a grazing application review.
- (6) Livestock species permitted on a Grazing Agreement shall be designated in the Grazing Management Plan for the area.
- (7) Grazing Agreement areas will be confined mainly to Class 6 soils. For further clarification:
 - (a) Grazing Agreements areas will be confined to areas that have less than 10% of the total area Class 5 or better soil.
 - (b) Continuous areas of Class 5 or better soils that are 6 hectares or greater in size will be excluded from grazing applications.
 - (c) Exceptions to (b) may be made where disposal of Agricultural land is restricted by other management considerations.
- (8) Despite section (7), at the discretion of the Director of Agriculture, the Grazing Agreement holder may make an application for agricultural lands on the Grazing Agreement area in cases where the land has Class 5 or better soils and where the application is consistent with the provisions of the *2006 Yukon Agriculture Policy*.

Grazing Management Plan Will Include the Following

9.2 Stocking of Grazing Agreements

- (1) Within 3 years of entering the Grazing Agreement, Agreement holders must own, or have the authority to board, a minimum of 50% of the animals required to utilize the grazing capacity identified in the Grazing Management Plan.
- (2) Grazing Agreements must not go unused for periods longer than two years unless authorized by the Agriculture Branch.
- (3) Grazing Agreement holders will be required to make an annual declaration stating their use of the agreement area. This declaration will be submitted with the annual fee payment.
- (4) The boarding of others' animals by the Grazing Agreement holder must be accompanied with written confirmation from the animals' owner(s) that the Agreement holder has the authority to care for and control the boarded animals.
- (5) In accordance with the definition of "distress" in the *Animal Protection Act*, no animal is to be turned onto a Grazing Agreement area unless the animal is in good condition and adequate forage for sustenance is available or provided by the Agreement holder throughout the time the animal occupies the area. The Grazing Agreement holder will be fully responsible for all livestock held in the Grazing Agreement area.
- (6) The stocking level that has been determined for a grazing agreement area should not be exceeded.
- (7) If stocking levels are not exceeded, supplemental feed on grazing agreement areas should not be necessary. However, if supplemental feed is required to maintain adequate nutrition for livestock, it is recommended that locally grown feed or feed certified to be weed-free is used.

9.3 Containment

- (1) Livestock will be contained within the perimeter of the Grazing Agreement area by the Grazing Agreement holder at all times except in some cases of remote areas where there are no adjacent land tenures including First Nation Settlement land.
- (2) The Grazing Agreement holder will provide adequate containment to control livestock in the Grazing Agreement area. Preferred fencing specifications will be designated in the Grazing Management Plan for the area.

- (3) Containment may include fences, corrals and handling facilities, and feed and animal shelters.
- (4) Special fencing standards or features may be required for multiple use and resource management. Costs for fencing features that are not identified in the initial Grazing Agreement and Grazing Management Plan will be borne by the government.
- (5) Fences constructed on the common boundary of two separate Grazing Agreement areas are allowed. All disputes between Agreement holders regarding the fences, their construction, maintenance or removal are to be settled by the Agreement holders.
- (6) Access over existing trails and roads that cross or lead onto Grazing Agreement areas will be maintained pursuant to the terms and conditions set out in the Grazing Management Plan.
- (7) Decommissioning as specified in section 11.7

9.4 Multiple Uses

- (1) Multiple use objectives, including public access, will normally be identified and accommodated for in the preparation of Grazing Management Plans.
- (2) Grazing may not be allowed where it is incompatible with existing uses.
- (3) Public access and other multiple uses may be excluded from Grazing Agreement areas, if necessary due to exceptional circumstances, as specified in the Grazing Management Plan.
- (4) Traditional uses and subsistence hunting, fishing and trapping activities shall be recognized as legitimate prior uses for the purposes of developing a Grazing Management Plan.

9.5 Setbacks

- (1) Unless authorized by the Department of Energy, Mines and Resources, Agriculture Branch, all Grazing Agreement area boundaries and containment structures shall have minimum setbacks from certain landmarks as follows:
 - (a) 30 metres from the centre line of roads that do not have a designated right of way. Grazing Agreement boundaries may abut a designated road right of way where such a right of way exists.
 - (b) 30 metres from riverbank high water mark.
 - (c) 30 metres from lakeshore high water mark.

- (2) Greater setback distances may be required and specified in the Grazing Management Plan in consideration of highways, wildlife, community planning, aesthetic and other concerns.
- (3) Livestock may be allowed access to water bodies for watering sites. This may be managed access or unrestricted access.

9.6 Improvements

- (1) Only improvements expressly allowed in the Grazing Management Plan and approved by the Department of Energy, Mines and Resources, Agriculture Branch, will be permitted on a Grazing Agreement area.

Improvements may include:

- (a) corrals and handling structures;
- (b) feed and animal shelters;
- (c) stock watering sites;
- (d) a mobile dwelling;
- (e) fences and gates.

9.7 Grazing Capacity Improvements

- (1) Improvements to the grazing capacity of lands in a Grazing Agreement area will only be allowed with written approval from the Agriculture Branch, Department of Energy, Mines and Resources.

9.8 Signage

- (1) The Grazing Agreement holder will not post signs of public notice other than those prescribed in the Grazing Management Plan.

9.9 Review of Grazing Agreements

- (1) Grazing Agreements and Grazing Management Plans may be reviewed and amended, to ensure sustained grazing of the area and to meet environmental, social and other multiple use objectives.

- (2) Each Grazing Agreement will be reviewed and evaluated according to the schedule set out in the Grazing Agreement document. Reviews shall occur not less than once every five years. The review schedule may be altered, at the discretion of the Director of Agriculture, to meet management objectives.
- (3) A review is:
 - (a) An inspection of the grazing agreement area to determine if the grazing rights holder is complying with the terms and conditions of the Grazing Agreement;
 - (b) An inspection report;
 - (c) Communicating with the grazing rights holder to discuss the grazing area;
 - (d) The creation of an updated Grazing Management Plan for the grazing area which may include definition of a new grazing capacity and new grazing fees.

9.10 Area

- (1) The Grazing Agreement area applied for may be adjusted, upon application review, in consideration of grazing and other land use objectives.
- (2) When the applicant requires a Grazing Agreement for a specified number of livestock, the required area to sustain that number of livestock shall be determined.
- (3) When the applicant requests a prescribed Grazing Agreement area, the required number of livestock to be grazed on the Agreement area shall be determined.

9.11 Community Grazing Areas

- (1) Community grazing areas may be established where, upon review of a Grazing Agreement application, it is deemed necessary.
- (2) All review criteria and procedures normally applied to individual Grazing Agreement applications will apply to community grazing area applications.

10.0 TRANSFERABILITY

- (1) A Grazing Agreement may be transferred by way of assignment, without division from the Grazing Agreement holder to an eligible applicant after approval of the transfer by the Department of Energy, Mines and Resources, Agriculture Branch.
- (2) Upon application for transfer, the Grazing Agreement shall be subject to review and revision. A transfer will only be approved if the Grazing Agreement is updated, as necessary, to be in compliance with all relevant grazing policies and practices that are in effect at the time of transfer.

11.0 TERMINATION

- (1) The Department of Energy, Mines and Resources will be responsible for the inspection of Grazing Agreement areas to ensure compliance with the terms of the Grazing Agreements and Grazing Management Plans.
- (2) Failure to comply or maintain any terms and conditions of the Grazing Agreement or the Grazing Management Plan shall be cause for termination.
- (3) The Director of Agriculture Branch may, upon 90 days notice, terminate the Grazing Agreement for non-compliance. No compensation will be paid when a grazing agreement is terminated for non-compliance.
- (4) Where the Grazing Agreement holder satisfies the Director of Agriculture that compliance has been achieved, the termination may be reconsidered.
- (5) Termination of a Grazing Agreement will be considered when failure to use a grazing agreement for periods longer than two consecutive years, unless authorized by the Agriculture Branch, is documented through annual declarations from grazing rights holders or observations and investigations by the Grazing Management Coordinator.
- (6) If a Grazing Agreement holder voluntarily relinquishes the Agreement prior its expiry date, it will be terminated, or placed in an inventory for release by Yukon Government.
- (7) Upon the expiry or termination of a Grazing Agreement, the Agreement holder will be fully responsible for the decommissioning and the removal of all improvements, materials and belongings left on the site within 90 days, as laid out in the terms and conditions of the Grazing Management Plan, unless an alternative arrangement has been made in writing with the Director of Agriculture.

12.0 CANCELLATION

- (1) The Department of Energy, Mines and Resources, Agriculture Branch may cancel a Grazing Agreement at any time for any reason without constraint, subject to the provision that compensation for the depreciated declining balance of improvements be paid to the Grazing Agreement holder.
- (2) The cost per Animal Unit of forage for up to three years may be included in compensation if less than three years notice of cancellation is given.

13.0 LIABILITY

- (1) The Grazing Agreement holder shall save the Government of Yukon harmless from liability for all uses of the land under the management of the Grazing Management Plan or the Grazing Agreement.
- (2) The public and all users of grazing lands shall be held liable for damages caused by negligence.