

## **Appendix E**

### **Measures Proposed to Address First Nations' Asserted Interests**

**FIRST NATION ASSERTED  
INTEREST/COMMENTS**  
(source, see endnote)

**MEASURES/RESPONSES  
BY PROPONENT AND/OR EAO**  
(Proponent commitment # - see Appendix F  
Compendium of Proponent Commitments)

**Asserted Aboriginal Title (1, 2, 3, 5, 7, 10)**

- Right of first refusal if Crown land removed (1).
- Land placed aside under Interim Measures Agreement (1).
- Treaty and rights should be dealt with first (1, 2).
- Project inconsistent with KKTC sacred/cultural values (1, 8) & location (Katmuq) is considered unacceptable because potential impacts on subsistence activities [hunting (moose in particular), berry-picking (black huckleberry in particular), trapping and plant gathering] (10).
- Aboriginal Title held collectively by the Ktunaxa Nation (4).
- No agreement with Proponent to use KKTC TUS information and not paid for TUS (10).
- KKTC not adequately resourced to prepare and provide comprehensive comments during the prescribed period.
- On-going consultation can be negotiated as part of an impact management and benefits agreement including:
  - monitoring & mitigation;
  - use of Aboriginal languages for names/signage;
  - effectiveness of benefit arrangements;
  - archaeology work;
  - economic and employment & training commitments;
  - Interpretive Centre;
  - on-going marketing or community liaison committees;
  - restrictions on non-Ktunaxa activities within the CRA);
  - EIS;
  - EMPs;
  - terms of reference for the additional baseline studies;
  - environmental monitoring program (10).
- KKTC may be interested in negotiating an agreement with LWBC for effective participation in the Master Development planning process (10).

**EAO, Proponent and On-going Consultation**

- Information Sharing: the Application, draft Project Report Specifications, Final Project Report Specifications, section 11 procedural order, Project Report, Project Report Supplement, Technical Advisory Committee Minutes, Proponent responses, and measures proposed to address concerns.
- Notices of, opportunity to comment on, the Application, draft Project Report Specifications, Project Report, Project Report Supplement.
- Invitations to participate in the EA review advisory committees.
- Information Gathering: Proponent Application and Project Report; KKTC TUS/Archaeology, Socio-economic Assessment; comments received.
- Requirements for, and Proponent attempts to, consult with First Nations.
- EAO consultations and discussions.
- Proponent proposal to resolve TUS dispute.
- Proponent commitment to continue to assist with consultation with First Nations to ensure that their interests are fully considered, together with an assessment of any potential infringement and requirements for accommodation (1)
- Proponent commitment to negotiate with willing First Nations for the establishment of consultation protocols (2).
- Proponent commitment to request an amendment to the EA certificate, if necessary, to include any subsequent agreements with First Nations (3).
- Proponent Commitment to continue efforts to negotiate an economic benefits agreement, in proportion with the size of each phase of the Project, that could include (25):
  - provisions for construction and operating employment, student employment,
  - business opportunity notification,
  - equity partnerships and joint ventures,
  - direct purchase from First Nations and neighbouring communities and their businesses, and
  - assistance for strategic planning for non-project management activities.
- Proponent commitment to negotiate with willing First Nations for the

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	<p>establishment of consultation protocols, which will provide for ongoing consultation on the development, issues identified in the EA process, and the commitments made (27).</p> <ul style="list-style-type: none"> <li>● Proponent commitment to consult with the Ktunaxa/Kinbasket Tribal Council and the Shuswap Indian Band before entering into any agreements for recreational activities within the Controlled Recreation Area (see also commitment) (28).</li> <li>● Proponent commitment to negotiate with the Ktunaxa/Kinbasket Tribal Council and the Shuswap Indian Band and attempt to conclude an impact management and benefits agreement prior to submission of the final Ski Area Master Plan and Master Development Agreement (29).</li> <li>● LWBC commitment to invite First Nations to participate Master Development planning process.</li> <li>● LWBC commitment to consult on commercial recreation tenure applications outside the CRA.</li> <li>● Proponent commitment to work with interested First Nations on selection and use of Aboriginal languages for Project names and signage (12).</li> <li>● Proponent commitment to report on achievements annually (5).</li> <li>● Proponent Project design change to reduce the CRA to 5,900 ha (KKTC's asserted traditional territory is 70,000 km<sup>2</sup>).</li> </ul>
<p><b>Jumbo Pass &amp; Archaeology</b></p> <ul style="list-style-type: none"> <li>● Jumbo Pass (Katmuq) is ancient travel route &amp; hunting area (6, 10).</li> <li>● Archaeological finds (quartzite quarry - Jumbo Pass &amp; campsite -Toby Creek) indicate high archaeological potential within the project area (6, 10).</li> <li>● First section of the access road beyond the Jumbo-Toby confluence will not be on the existing Forest Service Road (10).</li> <li>● Polygons with moderate or high potential (and the new road section) must have an AIA prior to construction and monitoring during construction done by an archaeologist</li> </ul>	<ul style="list-style-type: none"> <li>● Proponent commitment to discourage employee and visitor use of Jumbo Pass (7)</li> <li>● Proponent commitment to the visual mitigation and scenic enhancement measures identified in the Visual Impact Assessment - Project redesigned to avoid visual impact on Jumbo Pass users (148).</li> <li>● Proponent commitment to discourage hiking outside the Controlled Recreation Area, and in particular, hiking outside the hiking trail from the resort area to Glacier Dome (147).</li> <li>● Project designed so access road is on a previously disturbed pre-existing forestry and mining road.</li> </ul>

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<p>approved by the KKTC with a direct reporting relationship to the KKTC &amp; have the authority to suspend construction activities (10).</p> <ul style="list-style-type: none"> <li>• No legal means for preventing employees or clients from hiking to Jumbo Pass (10).</li> <li>• Project will be visible from locations in Jumbo Pass (10).</li> </ul>	<ul style="list-style-type: none"> <li>• Proponent must comply with provisions of Heritage Conservation Act to deal with archaeology artefacts found during construction (TUS finds are outside Project area).</li> <li>• Proponent commitment to monitoring of land altering activities by a qualified archaeologist in areas of moderate to high archaeological potential prior to development taking place (195).</li> <li>• Proponent commitment that there are no plans to extend the Controlled Recreation Area and the resort areas in any way that would interfere with the Jumbo Pass corridor (184).</li> <li>• to hire an independent expert to monitor road construction for archaeological impacts in areas of moderate to high archaeological potential (11).</li> <li>• Proponent commitment to monitor, at its own cost, unsupervised public recreational use (including use by resort construction and operations employees, resort visitors and resort residents) and other use of roads which link to Highway #95 at Invermere (146).</li> <li>• Proponent commitment to maintain the same ease of access to the Jumbo Pass Trail (160).</li> </ul>
<p><b>Accommodation</b></p> <ul style="list-style-type: none"> <li>• KKTC concerned about low paying and seasonal resort jobs vs. the cost of maintaining employment (10).</li> <li>• Proponent's expects training resources to be provided by the First Nations themselves or by government (10).</li> <li>• Lack of information on: the length of the commitment in regards to 5% First Nations equity hire or how that will be accomplished and maintained; retention strategies; involvement and plans with other unions (10).</li> <li>• The Proponent's agreement to request an amendment to a EA certificate to mandate the impact management and benefit agreement is important (10).</li> </ul>	<ul style="list-style-type: none"> <li>• Proponent commitment to develop an Employee Equity Program (Appendix 4E, Volume 4 of the Project Report) with a goal of 5% aboriginal employees at the resort (13).</li> <li>• Proponent commitment to develop an education/training support program in proportion to the size for each phase of the Project (14).</li> <li>• Proponent commitment to make bona fide efforts to develop a joint training program with the International Union of Operating Engineers proportion to the size for each phase of the Project (15).</li> <li>• Proponent commitment to make reasonable efforts to use qualified First Nation subcontractors (16).</li> <li>• Proponent commitment to inform private sector investor/developer groups of First Nations employment strategies (17).</li> </ul>

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	<ul style="list-style-type: none"> <li>• Proponent commitment to employ, as part of the assignment for the Interpretive Centre, a qualified aboriginal person in a key role (will also monitor First Nation employment programs (18).</li> <li>• Proponent commitment to work with interested First Nations to develop a comprehensive Employment Development Program which targets skill and job readiness training for youth, adults, and potential entrepreneurs/small business owners in the tourism sector, using the proposed resort, Panorama Mountain Resort and R.K. Heli-Ski Panorama Inc. as partners, to the extent that they are willing participants (19).</li> <li>• Proponent commitment to provide job training opportunities within the resort for all training programs in proportion with the size of each phase of the Project (20).</li> <li>• Proponent commitment to make bona fide efforts to reach a final agreement with the Shuswap Indian Band on the provision of sewer and water portion of utilities (21).</li> <li>• Proponent commitment to make bona fide efforts to reach benefit agreements with the KKTC, the Shuswap Indian Band and the Columbia Lake Indian Band on the provision of other services described in the Master Plan Concept (22)</li> <li>• Proponent commitment to have an First Nations Interpretive Centre and Environmental Monitoring Station as part of the Project (193).</li> <li>• Proponent commitment to make land available and assist First Nations to develop the Interpretive Centre (23).</li> <li>• Proponent commitment to make land available and assist First Nations to develop the Condotel (24).</li> <li>• Proponent commitment to inform third-party developers and investors in order that they clearly understand and cooperate in the economic and employment participation of First Nations people in the Project (26).</li> <li>• Proponent willingness to explore, as an alternative, providing bus transportation for employees not housed at the resort.</li> <li>• Proponent Commitment to continue efforts to negotiate an economic benefits agreement, in proportion with the size of each phase of the Project, that could include (25):</li> </ul>

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	<ul style="list-style-type: none"> <li>• provisions for construction and operating employment, student employment,</li> <li>• business opportunity notification,</li> <li>• equity partnerships and joint ventures,</li> <li>• direct purchase from First Nations and neighbouring communities and their businesses, and</li> <li>• assistance for strategic planning for non-project management activities.</li> </ul> <ul style="list-style-type: none"> <li>• Proponent commitment to conduct cooperative activities with local First Nations, plans for First Nations employment and training, First Nations business opportunities, and the First Nations Interpretive Centre (134).</li> <li>• Proponent commitment to employment policies and programs with a focus on training and equity employment for locals and First Nations (135).</li> <li>• Proponent commitment to an education/training support program for all resort employees to cross-trade skills enhancement and assist with year-round employment opportunities (136).</li> <li>• Proponent commitment to develop an Employment Equity Program that provides assurances that all efforts possible will be made to ensure that First Nations and local residents are given priority of hiring at all levels (139).</li> <li>• Proponent commitment to continue to pursue agreements with local First Nations for provision of resort services (192).</li> </ul>
<b>Impacts to Asserted Aboriginal Rights</b> <ul style="list-style-type: none"> <li>• Formerly used for fishing, hunting, gathering (stone, huckleberry, gooseberry) (6, 8).</li> <li>• Grizzly bear of sacred significance (6).</li> <li>• Access road a barrier to use (6)</li> <li>• Attempt to control hunting seasons and/or access considered as a direct infringement on Ktunaxa rights (10).</li> <li>• Whole valley is of ethnobiological significance - commitment requires clarification (i.e., maintain in a naturally functioning condition?) (10).</li> <li>• Hunting within the Jumbo valley, even outside of the CRA,</li> </ul>	<ul style="list-style-type: none"> <li>• Proponent commitment to work with interested First Nations and WLAP to determine where controlled seasonal hunting can be implemented (8).</li> <li>• Proponent commitment to work with interested First Nations to manage access for traditional gathering activities based on available information (9).</li> <li>• Proponent commitment to make bona fide efforts to maintain areas identified as having ethno-biological significance (10).</li> <li>• MOT does not restrict access on public highways.</li> <li>• Proponent commitment to allow most of the Jumbo Creek drainage to remain available for access and for hunting except for a permanent firearm closure requested for a half a kilometre around the resort base, a firearm</li> </ul>

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<p>will be substantially impaired by traffic on the resort access road and increased hunting restrictions (to the extent that restrictions are required for public safety, this would be addressed in the Master Development Agreement following consultation between LWBC and the KKTC) (10).</p>	<p>closure in the Controlled Recreation Area in winter, and closures in the area of operating lifts (154).</p> <ul style="list-style-type: none"> <li>• Proponent commitment to future cooperation with local First Nations, the local rod and gun club, the guide/outfitter and other organizations and individuals who have an interest in hunting (155).</li> </ul>
<p><b>Environmental Effects: wildlife (8, 10)</b></p> <ul style="list-style-type: none"> <li>• Winter road maintenance is the responsibility of MOT not the Proponent (10).</li> <li>• Mitigation measures designed to prevent road mortality of moose and other ungulates (ploughed snow-free crossing areas) have merit, but cannot be expected to be 100% effective (10).</li> <li>• Fencing the resort may reduce deer/moose habitat by excluding a significant valley bottom forage area from ungulate use (10).</li> <li>• Increased use of the Jumbo Pass trail will have consequences for wildlife and the Proponent would not have the jurisdiction to do restrict use (10).</li> <li>• The demand for summer recreation beyond the skiing and the trail to Glacier Dome, would likely force the resort to install further trails to meet this demand. A commitment to only have a trail to Glacier Dome would address concerns about future expansion of the trail network (10).</li> <li>• There is no indication of whether and how speed limits and traffic calming efforts will be monitored and enforced (10).</li> <li>• Roads salt will attract salt lickers, if NaCl is used, resulting in increased risk of vehicle - animal collisions (10).</li> <li>• Discouraging people from stopping to view wildlife is of doubtful value (10).</li> <li>• No information is provided on which species are expected to benefit from proposed habitat conversions (10).</li> </ul>	<ul style="list-style-type: none"> <li>• Project design changed to reduce wildlife and grizzly impacts (e.g., elimination of parking lot, reduced size)</li> <li>• Goats:             <ul style="list-style-type: none"> <li>- The Proponent has committed to reduce potential impacts on goats moving between winter and summer ranges by not conducting ski run and lift development activities in the areas of migrating goats in April, May or November (77).</li> <li>- The Proponent has committed to conduct adequate monitoring surveys to identify goat winter habitat polygons and to determine whether the potential exists for disturbance to wintering goats in the area in proximity to the proposed Farnham Glacier summer chair lift alignment (78).</li> <li>- The Proponent has committed to consider, in consultation with WLAP staff, relocating the proposed Farnham Glacier summer chair lift alignment to avoid goat winter habitat polygons. If an alternate suitable alignment cannot be identified, the Proponent will not operate the lift during the winter period specified by the WLAP (79)</li> <li>- The Proponent has committed to follow established practices to avoid avalanche control activities in the vicinity of wintering goats (85).</li> </ul> </li> <li>• The Proponent has committed to conduct wildlife monitoring (as per Environmental Management Plan section 13.2) and, as required, to install appropriate out-of-bounds signs and cliff barriers (80).</li> <li>• The Proponent has committed to work in cooperation with the forest industry and government agencies to reclaim redundant forest or resort access roads and trails for productive forage (81).</li> <li>• The Proponent has committed to, in the event that an agreement with the forest industry cannot be reached, fund the reclamation of redundant forest</li> </ul>

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<ul style="list-style-type: none"> <li>• Measures implemented to reduce wildlife mortality on roads may reduce, but not eliminate wildlife mortality from collisions (10).</li> <li>• The risks to Mountain Goats from this proposal are significant (humans entering their habitat and from helicopter usage) (10).</li> <li>• Measures to mitigate the impacts on wolverine are not sufficient mitigation (10).</li> <li>• Cannot determine whether proposed measures can mitigate the impacts on the Least Chipmunk (10).</li> <li>• The Western Toad is present in the valley and may be impacted by the resort (10).</li> <li>• Further isolation of Caribou could have negative consequences which cannot be mitigated (10).</li> <li>• Birds - the study did not follow provincial survey guidelines and more information needs to be collected (10).</li> <li>• Specialist Birds - the survey was not intensive enough to identify specialist species or determine whether sensitive species are present and further surveys are required (10).</li> <li>• Cavity nesting birds - there is no evidence that the proposed mitigation for impacts will be effective because they will not increase or maintain the availability of trees suitable for cavity nesting (10).</li> <li>• Raptors - surveys should be conducted on Swainson’s Hawk and Peregrine Falcon that may be possible in the area and the proposed mitigation measures of 150 m buffers around identified nests would not be effective (10).</li> <li>• White-ailed Ptarmigan have been overlooked (10).</li> </ul>	<p>or resort access roads and trails for productive forage as required by the WLAP (82).</p> <ul style="list-style-type: none"> <li>• The Proponent has committed to encourage MOT to:               <ul style="list-style-type: none"> <li>• use non-forage species when re-vegetating exposed soils;</li> <li>• undertake winter road maintenance measures, such as pullouts and snow-free crossing points, to allow escape pathways for ungulates and reduce impacts to wildlife;</li> <li>• use road de-icing agents other than salt; and</li> <li>• employ signage and other measures to discourage wildlife viewing from the access road (83).</li> </ul> </li> <li>• The Project design has only one hiking trail (to Glacier Dome).</li> <li>• The Proponent has committed to develop a First Nations Interpretive Centre and ongoing environmental monitoring station in cooperation with interested First Nations (6).</li> <li>• The Proponent has suggested fencing the resort area at build out, or even earlier, if monitoring program suggested it.</li> <li>• The Proponent intends to expanding cuts of avalanche areas and connecting them at the bottom to create large fire barriers while enhancing bear habitat and notes that hHigh value feeding habitat by cutting of runs and lift lines, which represents 4.9% of the Farnham Creek drainage and 3.5% of the Jumbo Creek drainage.</li> <li>• The Proponent has committed that helicopter use will be limited to top lift station and lift tower installations and during operations for emergency and avalanche control requirements (120).</li> <li>• The Proponent has committed to discuss with the Ministry of Water, Land and Air Protection Regional Manager (Environmental Stewardship) the terms of reference for a future comprehensive amphibian inventory and habitat and impact assessment (84).</li> <li>• The Proponent has committed to locate all facilities along the corridor of the upgraded access road, as well as existing roads and trails with any deviations following the route that is least disruptive to the natural environment (86).</li> <li>• The Proponent has committed to locate ski runs to ensure that riparian forest</li> </ul>

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	<p>habitats are not disrupted, and to avoid entry into riparian areas during construction and protect riparian habitat during operation (87)</p> <ul style="list-style-type: none"> <li>• The Proponent has committed to prohibit recreational use of all-terrain vehicles (88).</li> <li>• The Proponent has committed to prohibit staff and residents from carrying firearms or hunting within the resort area (89)</li> <li>• The Proponent has committed to minimize impacts of helicopter overflights on wildlife by following protocols outlined in the Project Report (90).</li> <li>• The Proponent has committed to retain large areas of existing forest with minimal fragmentation of forest areas and maintain coarse woody debris between ski runs (91).</li> <li>• The Proponent has committed to minimize disturbance of low growing herbs and shrubs that are not the target of maintenance (92).</li> <li>• The Proponent has committed to planting unpalatable species of grasses on the resort to deter deer, if and where grass is planted (93).</li> <li>• The Proponent has committed to actively participate in a program to increase staff and public's awareness and understanding of human-wildlife interactions and implement ways to avoid or minimize human-wildlife conflicts (94).</li> <li>• Birds:             <ul style="list-style-type: none"> <li>- The Proponent has committed that clearing of habitats will not occur during the critical April 1 to July 31 breeding bird period for birds unless a nest survey is conducted and a management plan is developed by a qualified wildlife biologist (96).</li> <li>- The Proponent has committed to retain riparian corridors within all residential and commercial development areas, and to protect these corridors, and other sensitive/unique songbird habitats, within the streamside buffers (97).</li> <li>- The Proponent has committed to retain riparian habitats along creeks to ensure that important breeding and foraging habitat for many raptor species is maintained and that corridor-linkages are maintained between core forested areas (98).</li> <li>- The Proponent has committed to halt all land development activities in the</li> </ul> </li> </ul>

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vicinity of any active raptor nests found within the construction area until a management plan is developed with the cooperation of regulatory agencies (99).

- to prepare and comply with a Trail Management Plan to minimize off-trail use, which should prevent habitat loss from disturbance of alpine vegetation (110).
- to manage garbage to avoid its availability for scavengers (111).
- to retain large old growth trees or other trees that may be suitable for raptor nesting where old growth has been left (112).
- that resort base design will direct all activity away from the Jumbo Creek corridor, especially at specific Harlequin duck nesting sites. Proposed design features include fencing riparian protection and enhancement areas within the resort base and posting signs that state “Environmentally Sensitive Area – Entry Prohibited” (113)..
- to not offer any water-based activities such as canoeing, kayaking or rafting, and to discourage such activities and prohibit visitors who bring canoes, kayaks or rafts from launching them anywhere within the Controlled Recreation Area (114).
- to train resort staff in appropriate behaviour in the vicinity of Harlequin ducks and their habitats (115).
- to convey information on protecting Harlequin ducks to resort guests (116).
- to identify, during maintenance activities, problem areas for raptor collisions with transmission lines and, if necessary, monitor the occurrences of raptor electrocutions and develop an adaptive management plan (117).
- to conduct additional bird surveys prior to construction and to implement a monitoring and adaptive management program for birds, appropriate with the type and size of the Project, during construction and operations (118).
- The Proponent has committed to follow nest protection guidelines for Bald eagle consistent with the Ministry of Water, Land and Air Protection (2002) guidelines, including (100):
  - to prevent facility development within 150 metres of nest trees,
  - to minimize human activities within 150 metres of active nests between February and July,

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	<ul style="list-style-type: none"> <li>• to maintain all existing habitat components within 150 metres of nest trees, and to train staff and provide information to guests on appropriate behaviour in the vicinity of raptors and their nesting habitat.</li> <li>• The Proponent has committed to implement and fund ongoing threatened and endangered wildlife monitoring, including the Least chipmunk, in the preconstruction/construction phase of the Project (119)</li> <li>• The Proponent has committed that helicopter use will be limited to top lift station and lift tower installations and during operations for emergency and avalanche control requirements (120).</li> <li>• The Proponent has committed to enforce vehicle speed limits to avoid wildlife collisions (121).</li> </ul>
<p><b>Grizzly Bears:</b></p> <ul style="list-style-type: none"> <li>• Design changes are likely to be beneficial for grizzly bears; however, they will not result in 'no net impact' to the central Purcell grizzly bear population (10).</li> <li>• the Project poses a long-term risk to the north-south connectivity (10).</li> <li>• Concerns regarding the effectiveness of mitigation measures (10).</li> <li>• Plans to minimize bear attraction and human - bear interactions will not eliminate habitat or mortality (10).</li> <li>• There is no clear evidence that the ability to mitigate and adaptively manage fragmentation will succeed (10).</li> <li>• There are currently no proven successful means of monitoring grizzly bear populations that can be relied upon to implement Adaptive Management (10).</li> <li>• Monitoring is a complex undertaking - we should probably not accept impacts on the premise that we can monitor the effects accurately (10).</li> <li>• More information on reclaiming forestry roads is required - how much area of redundant forest or resort access roads</li> </ul>	<ul style="list-style-type: none"> <li>• The Proponent has committed:               <ul style="list-style-type: none"> <li>- to achieve and maintain Bear Smart community status (101)</li> <li>- to implement, at its own cost, all mitigation measures and provisions for preventing or minimizing bear problems within and immediately adjacent to the Controlled Recreation Area, as outlined in the Project Report (102)</li> <li>- to implement, at its own cost, all measures and provisions for managing problem bears within and immediately adjacent to the Controlled Recreation Area, as outlined in the Project Report (103)</li> <li>- to monitor the potential direct and indirect effects of the Project on the Central Purcell Mountains Grizzly bear population through genetic testing to predict, detect, and assess any change (if any) in Grizzly bear numbers and distribution. The monitoring program is to include field collection of hair samples from Grizzly bears within the area of direct and indirect impacts before construction, at the end of each phase of construction and at appropriate intervals in the following 10 years, or until such time as the WLAP determines that it is no longer required (104)</li> <li>- to implement (in consultation with the WLAP and LWBC), at its own cost, an adaptive management program, as outlined in the Project Report, to evaluate the success of measures for mitigating impacts to Grizzly bears. The adaptive management program will include the identification of</li> </ul> </li> </ul>

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<p>and trails is available? (10).</p> <ul style="list-style-type: none"> <li>Reclaiming forestry roads is a positive commitment but of limited value because the proponent is relying on the forest industry to take the lead on and pay for proposed reclamation work (10).</li> </ul>	<p>performance measures and targets, a decision protocol for the adjustment of mitigation programs to the fullest extent possible when resort-related impacts to Grizzly bear populations or habitat use are evident, and a mechanism for resolving adaptive management disputes (105)</p> <ul style="list-style-type: none"> <li>- to establish and participate in a Grizzly Bear Management Committee to oversee implementation of the Grizzly Bear Management Plan as proposed in the Project Report, including a monitoring and adaptive management program and associated management practices (decision protocol, reporting, and a dispute resolution mechanism) (106)</li> <li>- to pursue arrangements with local forest tenure holders and government to improve habitat effectiveness within and adjacent to the CRA through incremental silviculture projects (thinning and spacing of young forest stands), deactivation of unnecessary roads, and strategic harvest of merchantable timber (107)</li> <li>- to make every effort to achieve the desired mitigation, in regards to Grizzly bear cumulative impacts, with strategies that will not alter the present access enjoyed by various special interests (108)</li> <li>- to strive to achieve no net impact by implementing the Grizzly Bear Management Plan and by supporting or implementing additional measures identified and agreed to by LWBC and WLAP (109).</li> <li>• The Proponent has committed to have Bear Aware programs which will be aggressive and mandatory (95).</li> <li>• The Proponent has committed to implement, at its own cost, measures and provisions described in the Grizzly Bear Management Plan, which includes guidelines for minimizing bear-human conflicts. (122).</li> </ul>
<p><b>Environmental Effects: Water Quality, Fish and Aquatics</b></p> <ul style="list-style-type: none"> <li>Outstanding concerns could be addressed by a legally-binding proponent commitment (to the satisfaction of the KKTC) to design and implement additional biophysical and baseline studies relating to bull trout and westslope cutthroat trout distribution and habitat use prior to final design and any project construction activities (field verification of fish</li> </ul>	<ul style="list-style-type: none"> <li>• The Proponent proposes to prevent impacts by the following measures:             <ul style="list-style-type: none"> <li>- set backs from Jumbo Creek;</li> <li>- elimination of bridges;</li> <li>- monitoring and Environmental Management Plan (incl. Stormwater Management, NPS Waste Discharge Control and Spill Contingency Plans);</li> </ul> </li> </ul>

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presence of streams with gradients between 20 and 30%.) (10).

- Outstanding concern could be addressed by a legally binding proponent commitment (to the satisfaction of the KKTC) to relocate the road as necessary based on information obtained from the biophysical and baseline studies about critical habitats for westslope cutthroat trout and bull trout. In some cases, this may require relocation beyond the RMA requirements for S2 streams (10).
- The EIS should be reviewed and approved by the KKTC within the Impact Management process to be specified within a negotiated IMBA (10).
- The detailed EMPs should be reviewed and approved by the KKTC within the Impact Management process to be specified within a negotiated IMBA (10).

- open bottom culverts;
- further hydrological studies prior to construction; and,
- tertiary waste treatment from the start of the Project.
- The Proponent has committed to adopting a 30 metre Streamside Protection and Enhancement Area as outlined in the *Fish Protection Act – Streamside Protection Regulations* (71).
- The Proponent has committed that, when required, widening of the access road will be done on the upslope side of the road (76).
- The Proponent has committed to completing site-specific detailed Environmental Management Plans (EMP) for Non-Point Source (NPS) control (Stormwater Management Plan, Sediment and Erosion Control Plan, Spill Contingency Plan, etc.) will be completed to the satisfaction of the Ministry of Water, Land and Air Protection Regional Manager (Environmental Protection) during detailed design, or after detailed design but before construction, as appropriate (51).
- The Proponent has committed that an Environmental Impact Study of the wastewater treatment system for the Project will be completed in compliance with the process under the *Municipal Sewage Regulation* (52).
- The Proponent has committed to complete Environmental Management Plan(s) (EMP) to the reasonable satisfaction of the appropriate provincial government agency prior to construction start-up to include, as relevant, an (45):
  - Erosion and Sediment Control Plan;
  - Water Management Plan;
  - Solid Waste Management Plan;
  - Liquid Waste Management Plan;
  - Stormwater Management Plan;
  - Non-point Source Waste Discharge Control Plan;
  - Vegetation Management Plan;

<b>FIRST NATION ASSERTED INTEREST/COMMENTS</b> (source, see endnote)	<b>MEASURES/RESPONSES BY PROPONENT AND/OR EAO</b> (Proponent commitment # - see Appendix F Compendium of Proponent Commitments)
<ul style="list-style-type: none"> <li>• The commitment re. salt is satisfactory, subject to KKTC approval of the EIS (10).</li> <li>• This is a satisfactory commitment <i>provided that</i> individual developers and property owners within the resort can be legally bound to it (10).</li> <li>• The terms of reference for the additional baseline studies should be reviewed and approved by the KKTC within the IMBA (10).</li> </ul>	<ul style="list-style-type: none"> <li>• Trail Management Plan;</li> <li>• Grizzly Bear Management Plan;</li> <li>• Outdoor Recreation Management Plan;</li> <li>• Air Quality Protection Plan;</li> <li>• Spill Contingency Plan;</li> <li>• Environmental Monitoring; and</li> <li>• Additional Monitoring Plans</li> <li>• The Proponent has committed to implement, at its own cost, all mitigation measures and provisions of the related Environmental Management Plan components (e.g., Liquid Waste Management Plan, Solid Waste Management Plan, Grizzly Bear Management Plan, etc.) as proposed in the Project Report (46).</li> <li>• The Proponent has committed to provide completed EMPs to the KKKTC and the Shuswap Indian Band for review and comment at the same time as submitting draft EMPs to the respective provincial government agencies (30).</li> <li>• The Proponent has committed that salt will not be used to maintain runs for general public use (33)</li> <li>• The Proponent has committed not to use salt or icing compounds except for the occasional ski race or summer race training by agreement with race organizers (34)</li> <li>• The Proponent has committed to not using pesticides (including herbicides) on ski slopes or in the base area</li> <li>• The Proponent has committed to conduct and submit to the Ministry of Water, Land and Air Protection Regional Manager (Environmental Protection) additional baseline analyses before any site development/construction activity/well drilling program is undertaken, including:             <ul style="list-style-type: none"> <li>• additional sampling in Jumbo Creek to characterize sediment production</li> </ul> </li> </ul>

<b>FIRST NATION ASSERTED INTEREST/COMMENTS</b> (source, see endnote)	<b>MEASURES/RESPONSES BY PROPONENT AND/OR EAO</b> (Proponent commitment # - see Appendix F Compendium of Proponent Commitments)
<ul style="list-style-type: none"> <li>• Concerns regarding impacts to Toby and Jumbo Creek from groundwater extraction could be addressed by legally binding proponent commitments to design and implement the groundwater (or alternately surface water) investigation program to the satisfaction of the KKTC (10).</li>   <li>• Concerns regarding impacts to Toby and Jumbo Creek from groundwater extraction could be addressed by legally-binding proponent commitments to limit short- and long-term resort water use to the sustainable aquifer (or surface water) yield as determined by an independent consultant acceptable to the proponent and the KKTC (10).</li> </ul>	<p>during spring freshet (April 1 to June 30);</p> <ul style="list-style-type: none"> <li>• additional sampling in Jumbo Creek to confirm the low level of mineralization in the basin, as suggested by the water chemistry data; and</li> <li>• an ion analysis component to the baseline water quality monitoring for Jumbo and Toby Creeks (57).</li> </ul> <ul style="list-style-type: none"> <li>• The Proponent has committed to develop and implement an adequate groundwater investigation program that will include, but not be limited to, drilling and pump testing wells to determine sustainable groundwater extraction rates. This investigation must take place prior to construction of each phase of development (including the drilling and developing groundwater wells that will be used to supply the resort) (61).</li> <li>• The Proponent has committed to complete a hydrological assessment as part of the drilling program (see ) and the detailed geotechnical assessment (67).</li> <li>• The Proponent committed to conduct adequate monitoring to determine whether there are any adverse groundwater/surface water interactions resulting from the withdrawal of groundwater to supply the proposed resort. The Ministry of Water, Land and Air Protection (Environmental Stewardship) should be consulted during the development of terms of reference for any monitoring program involving fish and fish habitat assessment. Details of this monitoring program are to be developed after a drilling and pump testing program has been completed (64).</li> <li>• The Proponent committed that, if the groundwater option does not prove to be feasible, the Proponent will, prior to any resort construction, conduct appropriate investigative work to assess and determine the environmental impacts of the surface water option, as well as to propose any needed mitigation measures to deal with identified impacts. Terms of reference for this work should be signed off by appropriate Ministry of Water, Land and Air Protection (Environmental Protection and Environmental Stewardship) staff prior to any work taking place (65).</li> </ul>

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<p>Cumulative impacts (6)</p> <ul style="list-style-type: none"> <li>The KKTC seeks to negotiate a Jumbo Valley cumulative impacts management agreement with LWBC (how LWBC would consult with the KKTC on new applications for land and water tenures) in accordance with the Ktunaxa Nation Accommodation and Consultation Policy Framework (10).</li> </ul>	<ul style="list-style-type: none"> <li>LWBC has committed to consult on commercial recreation tenure applications outside the CRA.</li> <li>The Proponent has committed to consult with First Nations on commercial recreation agreements within the CRA (28).</li> <li>The Proponent has committed that employee housing will be provided on site as part of the employment contract with the developer for about 90% of the employees with a small minority that may choose to commute from other communities (190).</li> <li>The Proponent has committed to dispose of the non-recyclable refuse at the Regional District of East Kootenay landfill (48).</li> <li>The Proponent has committed to enter into agreement with the Regional District of East Kootenay on solid waste disposal prior to construction if required by both the Ministry of Water, Land and Air Protection and the Regional District 50).</li> <li>The Proponent has committed to discourage employee and visitor use of Jumbo Pass (7).</li> </ul>
<ul style="list-style-type: none"> <li>Glacier ablation (6)</li> </ul>	<ul style="list-style-type: none"> <li>Given its elevation (1,700 to 3,419 metres), the Project is at less risk from the potential effects of climate change than most other ski resorts. It is unlikely that skiing activity will significantly impact on the glacier's extent.</li> </ul>
<ul style="list-style-type: none"> <li>Greenhouse gas contribution(6) – Proponent's commitment seems unlikely to be achieved in the long term as there will be cost pressures to use propane and/or LNG (10).</li> </ul>	<ul style="list-style-type: none"> <li>The Proponent proposes to have minimal emissions as it is powered by electricity and emissions from automobiles are subject to same regulation as rest of Province and Canada.</li> </ul>
<ul style="list-style-type: none"> <li>Wildfire (6)</li> </ul>	<ul style="list-style-type: none"> <li>Proponent has committed to complete a Fire Protection Plan to Ministry of Forests' standards prior to commencing construction. The plan is to address, in detail, the design of the community and associated roads and emergency vehicular access, among other topics (40).</li> </ul>

<p><b>FIRST NATION ASSERTED INTEREST/COMMENTS</b> (source, see endnote)</p>	<p><b>MEASURES/RESPONSES BY PROPONENT AND/OR EAO</b> (Proponent commitment # - see Appendix F Compendium of Proponent Commitments)</p>
	<ul style="list-style-type: none"> <li>• Proponent has committed that buildings will be sprinklered to meet National Fire Protection Association requirements (41).</li> <li>• Proponent has committed that a fire protection service will be established in accordance with the provisions of provincial policies and established guidelines (42).</li> <li>• Proponent has committed that all building will be sprinklered until a volunteer fire department is fully established and will provide the level of service expected under the B.C. Building Code (43).</li> <li>• Proponent has committed to develop guidelines for resort design and the use of materials to reduce and control the threat of fire (44).</li> <li>• Proponent has committed that fire protection and the danger of wildfire will be studied in greater detail to ensure public safety (171).</li> <li>• Proponent intends to expand cuts of avalanche areas and connecting them at the bottom to create large fire barriers while enhancing bear habitat.</li> </ul>
<ul style="list-style-type: none"> <li>• Access Road Geological Stability (6) – Proponent’s measure does not address the KKTC concern about the geological stability of the access road.</li> </ul>	<ul style="list-style-type: none"> <li>• The Proponent has proposed an Erosion and Sediment Control Plan based on an adaptive methodology to be employed in developing detailed design and construction techniques that achieve stream protection during construction.</li> <li>• The road design must meet MOT’s access road design standards.</li> </ul>
<ul style="list-style-type: none"> <li>• The Vegetation Management Plan must be developed to the satisfaction of the KKTC and address the following issues:               <ul style="list-style-type: none"> <li>- Leafy spurge infestation must be dealt with before additional disturbance</li> <li>- Machinery to must be pressure washed prior to being used;</li> <li>- The code for landscaping must address the use of non-native species;</li> <li>- Topsoil must not be imported from outside the project area;</li> <li>- Only non-persistent agronomic species and native species should be used during construction.</li> <li>- Freshly disturbed soils must be seeded with appropriate</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>• The Proponent's Vegetation Management Plan describes guiding principles, proposed mitigation measures and best practices to reduce potential impacts to vegetation impacts [e.g., use of seed mixtures that will not increase the frequency or distribution of any weed species or introduction of non-native species; cast soils off to the (upslope) side rather than transport soils; monitor the revegetation success and address any noxious/undesirable weed invasion]. The Plan recommends that revegetation occur as soon as possible following the end of construction in order to limit the area of exposed soil.</li> </ul>

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<p>native and non-persistent agronomic species (Aqam Nursery, owned and operated by the St. Mary Indian Band specializes in native plant species propagation and should be consulted on the choice of native species and contracted to supply seeds and other stock) (10).</p>	
<ul style="list-style-type: none"> <li>Noxious weeds (6) - Noxious weed control strategies must be developed and implemented to the satisfaction of the KKTC (10).</li> </ul>	<ul style="list-style-type: none"> <li>Proponent has committed that only native vegetation will be used for landscaping in the resort base. No noxious weeds will be used and no non-native plants capable of becoming weeds will be permitted (Noxious weed control strategies must be included in all development plans, for approval by MOF) (74).</li> <li>Proponent has committed that resort and road construction will proceed in a manner that will limit the potential doe invasion by noxious weeds. All disturbed areas will be re-seeded as quickly as possible using a certified weed-free grass (or grass-forb) mixture appropriate for the climate and altitude (168).</li> </ul>
<ul style="list-style-type: none"> <li>Land Use (6) - The KKTC was not a party to the Kootenay Land Use Plan (and it may not be consistent with the Nation's vision for how their territory should be used) and is developing a comprehensive Land Use Plan (LUP) for its Traditional Territory including the area of the proposed JGR which will be completed in March 2005 and government and third party entities are expected to respect and integrate the LUP into their operations (10).</li> </ul>	<ul style="list-style-type: none"> <li>The Project is an acceptable use under the Kootenay/Boundary Land Use Plan subject to completing an environmental assessment.</li> </ul>
<ul style="list-style-type: none"> <li>Avalanches (6)</li> </ul>	<ul style="list-style-type: none"> <li>The Proponent has committed that the proposed residential and commercial structures will be located completely outside the avalanche hazard area (36)</li> <li>The Proponent has committed that every attempt will be made to locate the ski run departure and arrival stations outside the mapped and potential avalanche runs as shown in the Master Plan layout (37)</li> </ul>

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	<ul style="list-style-type: none"> <li>• The Proponent has committed that a Ski Area Safety Plan will be filed prior to the start of operations which will provide details of areas of exposure and safety programs that will be established to avoid exposure to avalanche hazards (38)</li> <li>• The Proponent has committed that avalanche control on ski runs will be accomplished by: using the skills of an avalanche hazard forecaster; using trained and certified ski patrol personnel; and appropriate methods including avalanche runs, explosives control, and trail closures (39).</li> <li>• to design the road to minimize exposure to avalanches and to facilitate the monitoring and an avalanche prevention program (169).</li> <li>• to submit a detailed avalanche management program prior to start of operations in accordance with the Master Development Agreement. (170).</li> <li>• MOT is satisfied that: the technical assessment on avalanche hazards is sufficient; the avalanche management and conceptual operations plan is sufficient (further implementation details would occur prior to construction); and the conceptual operations plan in the vicinity of any residential and/or commercial structure meets their requirements (detailed analysis would be required prior to facility installation and/or construction of residential and commercial structures).</li> </ul>
<b>Socio-economic Effects (2)</b> <ul style="list-style-type: none"> <li>• Limited economic benefits (8)</li> <li>• Inequitable distribution of benefits (8)</li> <li>• The increased cost of living due to the increased tourist activity (10).</li> </ul>	<ul style="list-style-type: none"> <li>• Proponent commitments (see above) to provide economic opportunities including employment equity with 5% target, business joint ventures associated with Interpretive Centre, Hotel and utility services, training, etc.</li> </ul>

Information Sources:

1. KKTC Resolution, September 20, 1995.
2. KKTC Comments on Project Application.
3. KKTC Resolution, January 2003.
4. Interview (M. Anielski), September 22, 2003.
5. CLIB Resolution, October 8, 2003.
6. Ktunaxa Aboriginal Interest: TUS and Archaeological Overview, Fall 2003.
7. Interview with Chief S. Pierre (M. Anielski), December 12, 2003.
8. K. Teneese letter, May 18, 2004.
9. CCRIFC Comments, May 14, 2004.
10. KKTC Response to measures proposed, July 20, 2004

