

Appendix F
Compendium of Proponent Commitments

JUMBO GLACIER RESORT PROJECT

Compendium of Proponent Commitments

A. GENERAL REPORTING REQUIREMENTS

A.8 PUBLIC AND FIRST NATIONS CONSULTATIONS

The Proponent has committed:

1. 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.
2. to negotiate with willing First Nations for the establishment of consultation protocols.
3. to request an amendment to the EA certificate, if necessary, to include any subsequent agreements with First Nations.
4. to cooperate with any ongoing marketing or community liaison committees.
5. to report on achievements annually.
6. to develop a First Nations Interpretive Centre and ongoing environmental monitoring station in cooperation with interested First Nations.
7. to discourage employee and visitor use of Jumbo Pass.
8. to work with interested First Nations and WLAP to determine where controlled seasonal hunting can be implemented.
9. to work with interested First Nations to manage access for traditional gathering activities based on available information.
10. to make bona fide efforts to maintain areas identified as having ethno biological significance.
11. to hire an independent expert to monitor road construction for archaeological impacts in areas of moderate to high archaeological potential (see also commitment 195).
12. to work with interested First Nations on selection and use of Aboriginal languages for Project names and signage.
13. to develop an Employee Equity Program (Appendix 4E, Volume 4 of the Project Report) with a goal of 5% aboriginal employees at the resort.
14. to develop an education/training support program in proportion with the size of each phase of the Project.
15. to make bona fide efforts to develop a joint training program with the International Union of Operating Engineers in proportion with the size of each phase of the Project.
16. to make reasonable efforts to use qualified First Nation subcontractors.
17. to inform private sector investor/developer groups of First Nations employment strategies.
18. to employ, as part of the assignment for the First Nations Interpretive Centre, a qualified aboriginal person in a key role. This individual will also monitor First Nation employment programs.

19. 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.
20. to provide job training opportunities within the resort for all training programs in proportion with the size of each phase of the Project.
21. to make bona fide efforts to reach a final agreement flowing from the agreement in principle with the Shuswap Indian Band on the provision of sewer and water portion of utilities.
22. to make bona fide efforts to reach benefit agreements with the Ktunaxa/Kinbasket Tribal Council, the Shuswap Indian Band and the Columbia Lake Indian Band on the provision of other services described in the Master Plan Concept (section 6.3.10.3.2).
23. to make land available and assist First Nations to develop the Interpretive Centre described in the Master Plan Concept (section 6.3.10.3.3).
24. to make land available and assist First Nations to develop Condotel described in the Master Plan Concept (section 6.3.10.3.4).
25. to continue efforts to negotiate an economic benefits agreement, in proportion with the size of each phase of the Project, that could include:
 - 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.
26. 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.
27. to negotiate with willing First Nations for the establishment of consultation protocols, which will provide for ongoing consultation on the development, issues identified in the EA process, and the commitments made.
28. 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 145).
29. 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.
30. to provide completed Environmental Management Plans to the Ktunaxa/Kinbasket Tribal Council and the Shuswap Indian Band for review and comment at the same time as submitting draft Environment Management Plans to the respective provincial government agencies.
31. to maintain and continue consultations with an advisory local steering committee formed in Spring 2004.

B. COMMERCIAL ALPINE SKI POLICY (CASP) PROCESS

B.4 ASSESSMENT OF PROJECT FEASIBILITY

The Proponent has committed:

32. to providing the following additional information as part of the Ski Area Master Plan planning process: economic viability (break even analysis) projections with targets for warm and employee beds, comfortable carrying capacity, road costs, market absorption of land projections, net lift ticket value, and partial capital investment for utilities. In addition, the Proponent will supply information on detailed capital costs for different operating department equipment and snow removal operating costs, and illustrations of 'off years' with a higher revenue loss and operating savings, if required by Land and Water BC Inc. This information will be provided in confidence to Land and Water BC Inc.

C. SPECIFIC TECHNICAL RESORT DESIGN AND MANAGEMENT ISSUES

C.2 GLACIER MANAGEMENT

The Proponent has committed:

33. that salt will not be used to maintain runs for general public use.
34. not to use salt or icing compounds except for the occasional ski race or summer race training by agreement with race organizers.
35. that no artificial modification of the glaciers will occur, other than snow-covered structural passages (e.g., wooden rafts) over open crevasses and roping off of danger areas.

C.3 AVALANCHE CONTROL AT THE RESORT

The Proponent has committed:

36. that the proposed residential and commercial structures will be located completely outside the avalanche hazard area
37. 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.
38. 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.
39. 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 avalancher guns, explosives control, and trail closures.

C.4 WILDFIRE CONTROL AT THE RESORT

The Proponent has committed:

40. 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.
41. that buildings will be sprinklered to meet National Fire Protection Association requirements.
42. that a fire protection service will be established in accordance with the provisions of provincial policies and established guidelines.
43. 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.
44. to develop guidelines for resort design and the use of materials to reduce and control the threat of fire.

D. ENVIRONMENTAL, RESOURCE MANAGEMENT AND TECHNICAL ISSUES

The Proponent has committed:

45. 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:
 - 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;
 - Trail Management Plan;
 - Grizzly Bear Management Plan;
 - Outdoor Recreation Management Plan;
 - Air Quality Protection Plan;
 - Spill Contingency Plan;
 - Environmental Monitoring; and
 - Additional Monitoring Plans.
30. to provide completed Environmental Management Plans to the Ktunaxa/Kinbasket Tribal Council and the Shuswap Indian Band for review and comment at the same time as submitting draft Environment Management Plans to the respective provincial government agencies.
46. 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.

D.1 WASTE MANAGEMENT

D.1 (A) SOLID WASTE TREATMENT AND DISPOSAL

The Proponent has committed:

47. to use a recognized waste management hauler to collect and remove solid waste and recyclables.
48. to dispose of the non-recyclable refuse at the Regional District of East Kootenay landfill.
49. to “a clean and efficient” manner to collect and dispose of refuse, in particular so that it will not attract wildlife, and to coordinate solid waste management with the programs of local and provincial government agencies.
50. 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.

D.1 (B) LIQUID WASTE TREATMENT AND DISPOSAL

The Proponent has committed:

51. that 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.
52. 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*.

D.1 (C) SPECIAL WASTES AND FUEL STORAGE SITES

The Proponent has committed:

53. to prepare and submit a detailed information listed in Final Project Report Specification D.1(C) to the Ministry of Water, Land and Air Protection Regional Manager (Environmental Protection) for approval prior to any site development/construction activity being undertaken.
54. to prepare a Spill Prevention Plan for the construction phase and a general Spill Contingency Plan for approval by the Ministry of Water, Land and Air Protection Regional Manager (Environmental Protection) prior to the start of site development work.
55. to equip maintenance facilities with conventional storage and handling equipment for used oils and lubricants which will be collected and managed by a recognized recycling facility.
56. to arrange with specialized contractors for proper disposal of household hazardous wastes.

D.1. (D) WATER QUALITY ISSUES

The Proponent has committed:

51. that 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.
57. 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:
 - additional sampling in Jumbo Creek to characterize sediment production during spring freshet (April 1 to June 30);
 - additional sampling in Jumbo Creek to confirm the low level of mineralization in the basin, as suggested by the water chemistry data; and
 - an ion analysis component to the baseline water quality monitoring for Jumbo and Toby Creeks.

D.1. (E) AIR QUALITY ISSUES

The Proponent has committed:

58. to cooperate with the Ministry of Water, Land and Air Protection, local government, and other stakeholders should they develop airshed management planning strategies and health based air quality objectives.
59. to prepare a Greenhouse Gas Action Plan for the resort, including limiting the construction and use of fireplaces and guidelines for the construction of energy efficient buildings.
60. to install only wood burning devices that meet the specific emission, testing and record keeping requirements of the *Solid Fuel Burning Domestic Appliance Regulation*.

D.2 WATER MANAGEMENT

D.2(A) WATER SUPPLY

The Proponent has committed:

51. that 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.

61. 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).
62. that resort groundwater be provided through a Water Utility.
63. that the guidance document Evaluating Long-Term Well Capacity for a Certificate of Public Convenience and Necessity be used in determining the long-term well capacities.
64. 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.
65. 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.
66. to provide the local Health Authority with technical documentation upon applying for required approvals.

D.2 (B) HYDROLOGY

The Proponent has committed:

67. to complete a hydrological assessment as part of the drilling program (see 61) and the detailed geotechnical assessment (see 69).
68. that a Stormwater (and Snowmelt) Management Plan will be submitted with the detailed engineering design and will show that drainage areas will remain unchanged and overall runoff patterns will be maintained.

D.2 (C) FLOODPLAIN DEVELOPMENT CONTROL

The Proponent has committed:

69. that detailed site investigations will continue on-site prior to finalization of the development plans, including detailed reports from Golder Associates Ltd. on all aspects of geotechnical engineering that may affect the project based on site conditions.
70. that the design of the resort will comply with the Regional District of the East Kootenay's Floodplain Management Bylaw.

D.3 FISH AND WILDLIFE RESOURCES

D.3(A) FISHERIES RESOURCES

The Proponent has committed:

64. 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.

65. 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.
71. to adopting a 30 metre Streamside Protection and Enhancement Area as outlined in the *Fish Protection Act – Streamside Protection Regulations*.
72. to a biological, physical habitat and continuous water volume and quality sampling program to be implemented pre-and post-development.
73. to minimize total impervious area as a result of the development.
74. 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.
75. design and locate ski runs and ski lifts to follow the *Forest Practices Code*.
76. that, when required, widening of the access road will be done on the upslope side of the road.

D.3 (B) WILDLIFE RESOURCES

The Proponent has committed:

77. 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.
78. 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. Staff from Ministry of Water, Land and Air Protection (Environmental Stewardship) should be consulted during the development of terms of reference for any monitoring program involving goat habitat assessment.
79. to consider, in consultation with Ministry of Water, Land and Air Protection (Environmental Stewardship) 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 Ministry of Water, Land and Air Protection Regional Manager (Environmental Stewardship).
80. 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.
81. to work in cooperation with the forest industry and government agencies to reclaim redundant forest or resort access roads and trails for productive forage.
82. to, in the event that an agreement with the forest industry cannot be reached, fund the reclamation of redundant forest or resort access roads and trails for productive forage as required by the Ministry of Water, Land and Air Protection Regional Manager (Environmental Stewardship).
83. to encourage the Ministry of Transportation to:
 - use non-forage species when re-vegetating exposed soils;
 - undertake winter road maintenance measures, such as pullouts and snow-free crossing points, to allow escape pathways for ungulates and reduce impacts to wildlife;
 - use road de-icing agents other than salt; and
 - employ signage and other measures to discourage wildlife viewing from the access road.

84. 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.
85. to follow established practices to avoid avalanche control activities in the vicinity of wintering goats.
86. 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.
87. to locate ski runs to ensure that riparian forest habitats are not disrupted, and to avoid entry into riparian areas during construction and protect riparian habitat during operation.
88. to prohibit recreational use of all-terrain vehicles.
89. to prohibit staff and residents from carrying firearms or hunting within the resort area.
90. to minimize impacts of helicopter overflights on wildlife by following protocols outlined in the Project Report.
91. to retain large areas of existing forest with minimal fragmentation of forest areas and maintain coarse woody debris between ski runs.
92. to minimize disturbance of low growing herbs and shrubs that are not the target of maintenance.
93. to planting unpalatable species of grasses on the resort to deter deer, if and where grass is planted.
94. 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.
95. to have Bear Aware programs which will be aggressive and mandatory.
96. 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.
97. 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.
98. 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.
99. to halt all land development activities in the vicinity of any active raptor nests found within the construction area until a management plan is developed with the cooperation of regulatory agencies.
100. to follow nest protection guidelines for Bald eagle consistent with the Ministry of Water, Land and Air Protection (2002) guidelines, including:
 - to prevent facility development within 150 metres of nest trees,
 - to minimize human activities within 150 metres of active nests between February and July,
 - 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.

D.3 (C) GRIZZLY BEARS

The Proponent has committed:

101. to achieve and maintain Bear Smart community status.
102. 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.
103. 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.
104. 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 Ministry of Water, Land and Air Protection determines that it is no longer required.
105. to implement (in consultation with the Ministry of Water, Land and Air Protection and Land and Water BC Inc.), 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 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.
106. 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).
107. 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.
108. 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.
109. 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 Land and Water BC Inc. and the Ministry of Water, Land and Air Protection.

D.3 (D) BIRDS

The Proponent has committed:

96. 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.
97. 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.
98. 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.

99. to halt all land development activities in the vicinity of any active raptor nests found within the construction area until a management plan is developed with the cooperation of regulatory agencies.
100. to follow nest protection guidelines for Bald eagle consistent with the Ministry of Water, Land and Air Protection (2002) guidelines, including:
 - to prevent facility development within 150 metres of nest trees,
 - to minimize human activities within 150 metres of active nests between February and July,
 - 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.
110. to prepare and comply with a Trail Management Plan to minimize off-trail use, which should prevent habitat loss from disturbance of alpine vegetation.
111. to manage garbage to avoid its availability for scavengers.
112. to retain large old growth trees or other trees that may be suitable for raptor nesting where old growth has been left.
113. 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".
114. 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.
115. to train resort staff in appropriate behaviour in the vicinity of Harlequin ducks and their habitats.
116. to convey information on protecting Harlequin ducks to resort guests.
117. 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.
118. 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.

D.3 (E) THREATENED OR ENDANGERED WILDLIFE

The Proponent has committed:

109. 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 Land and Water BC Inc. and the Ministry of Water, Land and Air Protection.
119. to implement and fund ongoing threatened and endangered wildlife monitoring, including the Least chipmunk, in the preconstruction/construction phase of the Project.

D.3 (F) WILDLIFE IMPACTS OF UTILITY AND ACCESS CORRIDORS

The Proponent has committed:

83. to encourage the Ministry of Transportation to:
 - use non-forage species when re-vegetating exposed soils;
 - undertake winter road maintenance measures, such as pullouts and snow-free crossing points, to allow escape pathways for ungulates and reduce impacts to wildlife;

- use road de-icing agents other than salt; and
- employ signage and other measures to discourage wildlife viewing from the access road.

86. 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
117. 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.
120. that helicopter use will be limited to top lift station and lift tower installations and during operations for emergency and avalanche control requirements.

D.3 (G) POTENTIAL HUMAN CONFLICTS WITH WILDLIFE

The Proponent has committed:

103. 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.
121. to enforce vehicle speed limits to avoid wildlife collisions.
122. to implement, at its own cost, measures and provisions described in the Grizzly Bear Management Plan, which includes guidelines for minimizing bear-human conflicts.

D.3 (H) IMPACTS ON ALPINE VEGETATION

The Proponent has committed:

123. to implement, at its own cost, measures and provisions described in a Trail Management Plan prepared to avoid or mitigate impacts from the trail and to minimize off-trail use.

D.4 FOREST RESOURCES

D.4 (A) HARVESTABLE TIMBER IMPACTS

The Proponent has committed:

124. that there are no significant impacts on forestry local operations or the forest industry as a result of the Project.

D.4 (B) FOREST LAND RESERVE

The Proponent has committed:

40. 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.
125. to provide to the Ministry of Forests, prior to commencing construction, written confirmation that enhanced visual management along the access corridor will not be pursued.
126. that there will be no restrictions to forestry-related traffic using the resort access road.

D.5 MINERAL RESOURCES

The Proponent has committed:

127. to provide to the Ministry of Energy and Mines, prior to commencing construction, written confirmation that enhanced visual management not be pursued from any location related to the resort.
128. to amend the existing no-staking reserve by limiting it to the resort area.
129. to seek a conditional tenure reserve over the rest of the Controlled Recreation Area.

130. that there would be no impediment and no destruction of access for mining purposes except in the resort area.
131. to provide the minimum possible intrusion into mining territory and to leave open the options for future mining.

E. SOCIO-ECONOMIC AND COMMUNITY ISSUES

E.1 SOCIO-ECONOMIC PROFILE OF AFFECTED COMMUNITIES AND REGION

The Proponent has committed:

132. to conduct, at its own cost, annual monitoring and reporting (to Land and Water BC Inc.) of socio-economic impacts.
133. to involve local governments in the development of the proposed monitoring plan for socio-economic benefits, and to provide them with annual reporting of results.
134. 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.

E.2 ECONOMIC DIMENSIONS OF THE PROJECT

E.2 (A) PROJECT CAPITAL AND OPERATING COSTS

The Proponent has committed:

32. to providing the following additional information as part of the Ski Area Master Plan planning process: economic viability (break even analysis) projections with targets for warm and employee beds, comfortable carrying capacity, road costs, market absorption of land projections, net lift ticket value, and partial capital investment for utilities. In addition, the Proponent will supply information on detailed capital costs for different operating department equipment and snow removal operating costs, and illustrations of 'off years' with a higher revenue loss and operating savings, if required by Land and Water BC Inc. This information will be provided in confidence to Land and Water BC Inc.

E.2 (B) EMPLOYMENT AND INCOME CREATION

The Proponent has committed:

135. to employment policies and programs with a focus on training and equity employment for locals and First Nations.
136. to an education/training support program for all resort employees to cross-trade skills enhancement and assist with year-round employment opportunities.

E.3 ENHANCING LOCAL SOCIO-ECONOMIC BENEFITS

The Proponent has committed:

13. to develop an Employee Equity Program (Appendix 4E, Volume 4 of the Project Report) with a goal of 5% aboriginal employees at the resort.
14. to develop an education/training support program in proportion with the size of each phase of the Project.
15. to make bona fide efforts to develop a joint training program with the International Union of Operating Engineers in proportion with the size of each phase of the Project.
16. to make reasonable efforts to use qualified First Nation subcontractors.
18. to employ, as part of the assignment for the First Nations Interpretive Centre, a qualified aboriginal person in a key role. This individual will also monitor First Nation employment programs.

19. 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.
20. to provide job training opportunities within the resort for all training programs in proportion with the size of each phase of the Project.
137. that regional tourists will be given preference with a substantial discount on lift prices.
138. to establish training opportunities that will have long term benefits and impacts.
139. 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.

E.4 ECONOMIC DEVELOPMENT IMPACTS

The Proponent has committed:

140. to provide information on bidding opportunities expected for local businesses arising from the construction and operation of the project in the Ski Area Master Plan under the Commercial Alpine Ski Policy.
141. to provide information on local suppliers and community economic development interests in the Ski Area Master Plan under the Commercial Alpine Ski Policy.

E.5 RECREATION AND TOURISM IMPACTS

E.5 (A) ON-SITE AND ADJACENT OUTDOOR RECREATIONAL USE

The Proponent has committed:

142. that motorized closures will not be proposed by the Proponent.
143. to establish only one hiking trail from the resort area (to Glacier Dome). Hiking outside the trail will be discouraged.
144. to remove the Master Plan proposal to offer the use of Glacier Dome as a heli-hiking departure point.
145. that the Project will not enter into any agreements for heli-hiking or heli-sightseeing, guided hiking, biking, or other motorized or non-motorized recreational activities, with the exception of agreements with R.K. Heli-Ski Panorama Inc. and the existing guide/outfitter, without Land and Water BC Inc.'s approval.
146. 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. This monitoring will be undertaken before construction, during initial construction (i.e., prior to commercial scale resort operations), and during commercial-scale operations. Monitoring results will be reported to the Ministry of Water, Land and Air Protection Regional Manager (Environmental Stewardship).

E.5 (B) USE OF PURCELL WILDERNESS CONSERVANCY PROVINCIAL PARK (PWC)

The Proponent has committed:

147. to discourage hiking outside the Controlled Recreation Area, and in particular, hiking outside the hiking trail from the resort area to Glacier Dome.

E.5 (C) VISUAL IMPACTS OF DEVELOPMENT

The Proponent has committed:

148. to the visual mitigation and scenic enhancement measures identified in the Visual Impact Assessment.

E.5 (D) NOISE IMPACTS OF DEVELOPMENT

The Proponent has committed:

149. to limiting vehicular traffic and the use of electric lifts to minimize noise impacts.

E.5 (E) COMMERCIAL TOURISM - GENERAL CONTEXT

The Proponent has committed:

150. to work with the existing guide/outfitter to minimize impacts and to explore opportunities to expand and enhance their business.
151. to work closely with the local tourism and recreation community in the development of a plan for ensuring that conservation values are maintained while minimizing potential impacts to other user groups of the area.
152. continue to offer cooperation to Panorama Mountain Resort Ltd., the R.K. Heli-Ski Panorama Inc., and other tourism operators.

E.5 (F) COMMERCIAL AND NON-COMMERCIAL FISH AND WILDLIFE RECREATION

The Proponent has committed:

153. to limit skiing to the higher portions of the glaciers during the summer and fall hunting seasons.
154. 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 closure in the Controlled Recreation Area in winter, and closures in the area of operating lifts.
155. 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.
156. to make reasonable efforts to consult with holders of existing trapline tenures within the Controlled Recreation Area, and to provide reasonable accommodation of trapping interests in accordance with provincial program objectives.

E.5 (G) IMPLICATIONS FOR R.K HELI-SKI PANORAMA INC.'S OPERATIONS

The Proponent has committed:

157. to offer R.K. Heli-Ski Panorama Inc. the ability to operate inside the proposed Controlled Recreation Area so that it will have no access restrictions, except for safety and reasonable management precautions.
158. to cooperate with R.K. Heli-Ski Panorama Inc in the development of an area safety management plan in detail and in a spirit of cooperation and good faith before start of operations.
159. to offer a synergistic relationship to enhance R.K. Heli-Ski Panorama Inc.'s operations (e.g., by establishing a base area in the Jumbo Creek drainage that would help with weather and safety concerns, provide an expanded clientele base and allow for shorter flights).

E.6 ROAD ACCESS AND TRANSMISSION LINE ISSUES

E.6 (B) GENERAL PUBLIC USE OF THE ACCESS ROAD

The Proponent has committed:

160. to maintain the same ease of access to the Jumbo Pass Trail.

161. to ensure unrestricted vehicular access to the resort, and in later stages a shuttle bus may operate as well.

E.6 (C) ACCESS ROAD UPGRADING REQUIREMENTS

The Proponent has committed:

162. that the road will be a public road with public free parking on a first come first serve basis.
163. to refine the road design in cooperation with the Ministry of Transportation for both the environmental and engineering aspects.
164. that further planning with the Ministry of Transportation beyond the Ski Area Master Plan stage is required for parking design.
165. to follow the recommendation of the Ministry of Transportation for a 60 km per hour road design, where feasible
166. to share costs for the District of Invermere portion of the roadway/bridge upgrade fairly with all the other users, on the same basis.
167. to pay their share of the costs for wear and tear on the bridges caused by industrial use of Toby Creek access and traffic to Panorama Mountain Resort and the Project, to the extent that there will be a fair determination of these impacts.
168. 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.

E.6 (D) AVALANCHE HAZARD ALONG THE ACCESS ROAD

The Proponent has committed:

169. to design the road to minimize exposure to avalanches and to facilitate the monitoring and an avalanche prevention program.
170. to submit a detailed avalanche management program prior to start of operations in accordance with the Master Development Agreement.

E.6 (E) WILDFIRE CONSIDERATIONS IN ACCESS ROAD DESIGN

The Proponent has committed:

40. 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.
171. that fire protection and the danger of wildfire will be studied in greater detail to ensure public safety.

E.6 (F) TRANSMISSION LINE

The Proponent has committed:

172. that the transmission line will follow existing and abandoned forestry and mining roads.

E.7 SPECIFIC INFRASTRUCTURE AND SERVICE REQUIREMENTS

E.7 (A) HEALTH SERVICES AND FIRST AID FACILITIES

The Proponent has committed:

173. to prepare an emergency health care plan in consultation with Interior Health representatives.
174. that a proper contract for independent ambulance services will be in place and there is no expectation that the resort and its guests will undermine the service provided for District of Invermere residents.

175. to provide a first aid centre at the resort.

176. that a Mountain Safety Plan will be filed with Land and Water BC Inc. during the Commercial Alpine Ski Policy process. Details of the safety and medical program will be part of the Master Development Agreement.

E.7 (B) SOLID WASTE DISPOSAL COSTS

The Proponent has committed:

50. 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.

E.7 (D) SOCIAL SERVICES (INCOME ASSISTANCE)

The Proponent has committed:

177. to establish working relationships with social service agencies once the Project is approved.

E.7 (F) POLICE SERVICES

The Proponent has committed:

178. to develop a plan with the assistance of police and provincial authorities. The Proponent will be responsible for arrangements with the Province regarding police service and adequate staffing.

E.7 (G) FIRE FIGHTING SERVICES

The Proponent has committed:

40. 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.

42. that a fire protection service will be established in accordance with the provisions of provincial policies and established guidelines.

179. to develop, train and equip, at its own cost, personnel for the volunteer fire department.

E.7 (I) EMERGENCY PREPAREDNESS

The Proponent has committed:

180. to involve Interior Health (Health Protection) in the ongoing Emergency Preparedness Planning process.

181. to prepare a safety and emergency plan prior to project start.

182. that the resort shall be capable of being self-sufficient in emergency situations.

183. to have on-site emergency facilities and clinic proportionate to its size and guest needs, and to arrange for its own ambulance capacity, whether by contract to third parties or directly.

E.7 (J) OUTDOOR RECREATION RESOURCE MANAGEMENT

The Proponent has committed:

146. 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. This monitoring will be undertaken before construction, during initial construction (i.e., prior to commercial scale resort operations), and during commercial-scale operations. Monitoring results will be reported to the Ministry of Water, Land and Air Protection Regional Manager (Environmental Stewardship).

184. 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.

E.7 (L) REGIONAL TRANSPORTATION INFRASTRUCTURE

The Proponent has committed:

- 166. to share costs for the District of Invermere portion of the roadway/bridge upgrade fairly with all the other users, on the same basis.
- 167. 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

E.7 (M) ACCESS ROAD UPGRADING AND FUNDING RESPONSIBILITIES

The Proponent has committed:

- 185. to design and pay for the road improvements in proportion with the Project phasing and in conformity with government policy.
- 186. to detailed design in cooperation with the Ministry of Transportation to achieve mutually acceptable phased solutions based on the Route Study and the correspondence with the Ministry.

E.8 INFRASTRUCTURE, GOVERNMENT SERVICES AND REVENUE IMPACTS

The Proponent has committed:

- 187. that there will not be any additional infrastructure costs to local taxpayers.

E.9 ACCOMMODATION REQUIREMENTS

The Proponent has committed:

- 188. to provide information (i.e., clarify how the Proponent would house 90% of the workforce on-site) in the Ski Area Master Plan.
- 189. to develop 750 beds of employee accommodation in accordance with the Ski Area Master Plan.
- 190. 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.

E.10 DEMOGRAPHIC AND SOCIAL EFFECTS

The Proponent has committed:

- 191. to implement an Employment Equity Plan and employment policies and programs outlined in the Project Report.
- 192. to continue to pursue agreements with local First Nations for provision of resort services.

E.12 MONITORING PLAN FOR SOCIO-ECONOMIC EFFECTS

The Proponent has committed:

- 132. to conduct, at its own cost, annual monitoring and reporting (to Land and Water BC Inc.) of socio-economic impacts.
- 133. to involve local governments in the development of the proposed monitoring plan for socio-economic benefits, and to provide them with annual reporting of results.
- 193. to have an First Nations Interpretive Centre and Environmental Monitoring Station as part of the Project.

F. RESORT ADMINISTRATION ISSUES

F.2 LOCAL GOVERNMENT ISSUES

The Proponent has committed:

- 194. to involve Interior Health (Health Protection) in discussions pertaining to the governance of the development so that the necessary permitting system will be properly coordinated and administered.

G. FIRST NATIONS ISSUES

G.1 FIRST NATIONS STUDY PROGRAM

The Proponent has committed:

195. to monitoring of land altering activities by a qualified archaeologist in areas of moderate to high archaeological potential prior to development taking place (see also commitment 11).

H. CEEA ISSUES

H.1 IMPACTS ON FISHERIES AND FISH HABITAT

The Proponent has committed:

64. 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.
65. 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.