

Stewardship Agreement

Concerning Management of the Main River Waterway Provincial Park and Special Management Area

THIS *Stewardship Agreement*, dated

WHEREAS the *Signatories* to this *Stewardship Agreement* share a common objective of supporting the Department of Tourism, Culture and Recreation in seeking proclamation of the Main River protected area corridor (Appendix A) as a Waterway Provincial Park under the Provincial Parks Act and the Main River's designation as a Canadian Heritage River.

AND WHEREAS the *Signatories* to this *Stewardship Agreement* seek a balanced set of objectives in the Main River Waterway Provincial Park and Special Management Area, including but not limited to sustainable ecosystem management, forest harvesting, protected spaces, tourism development and outdoor recreation.

THEREFORE the *Signatories* agree that:

1. Objective of the *Stewardship Agreement*

To establish processes which will endeavor to ensure the integrity of the natural, recreational and cultural values for which the Main River Waterway Park was nominated for Canadian Heritage River status.

2. Definitions

"Canadian Heritage River" is a designation which can be approved by the Minister of Canadian Heritage pursuant to the 1984 Federal/Provincial/Territorial *Stewardship Agreement* on Canadian Heritage Rivers.

"Consult" means to give written advance notice to another party regarding plans or proposals; provide relevant information about the plan or proposal; allow reasonable time for the other *Signatories* to provide advice; and give reasonable consideration to the advice when deciding on the plan or proposal.

"Main River Watershed" is the area within the watershed boundary depicted in Appendix A.

"Main River Waterway Park" is depicted in Appendix A and shall be proclaimed as a provincial park under the Provincial Parks Act.

"Management Plan" is the plan of the Department of Tourism, Culture and Recreation for the management of natural and recreational values of the Main River as a *Canadian Heritage River*. The Management Plan is attached as Appendix B.

“Special Management Area” is the area outside the Main River Waterway Park and inside the watershed as depicted in Appendix A.

“Values” are the natural and recreational values for which the Main River was nominated to be a Canadian Heritage River and which are stated in the Management Plan.

3. Management Plan

3.1 The *Signatories* support the objectives and measures in the Management Plan and agree to provide support and cooperation to the Department of Tourism, Culture and Recreation in implementation of the Plan.

3.2 The Department of Tourism, Culture and Recreation agrees to consult the other *Signatories* on future amendments to the Management Plan.

4. Special Management Area

4.1 Corner Brook Pulp and Paper agrees that the Special Management Area outside the Main River Waterway Park will consist of two types of zones: (1) no cutting zones; and (2) modified harvest zones as identified in Appendix C.

4.2 In the no cutting zones, Corner Brook Pulp and Paper shall enter into an agreement with the Government of Newfoundland and Labrador to relinquish its forest harvesting rights in these areas.

4.3 In regard to the modified harvest zones, Corner Brook Pulp and Paper shall conduct trials with a variety of modified harvesting methods outside of the Special Management Area to more clearly define the visual and ecological affects of these methods as well as their operational practicality and cost. No harvesting will be conducted within the modified harvest zones until the *Signatories* to this *Stewardship Agreement* agree on the most suitable harvest method to achieve the objective of the *Stewardship Agreement*. All forest harvesting contemplated under this section is subject to appropriate approvals by the Ministers of Forest Resources and Agrifoods and Environment and Lands under applicable legislation.

5. Resource Management

5.1 Forest Management

5.1.1 The Department of Forest Resources and Agrifoods will implement its current ecosystem management regime in a manner consistent with maintaining the values for which the River was nominated as a Canadian Heritage River. The Department of Forest Resources and Agrifoods will provide to the *Signatories* the current regulations, guidelines, harvesting plans and directives pertaining to forest management and harvesting in

the Main River watershed as well as updates to these items as they become available.

- 5.1.2 When making recommendations or decisions on ecosystem management in the Main River watershed, the Department of Forest Resources and Agrifoods will be consistent with the objective of this *Stewardship Agreement*, as defined in Section 1.

5.2 Wildlife Management

- 5.2.1 The Department of Forest Resources and Agrifoods and Environment Canada (Canadian Wildlife Service) will consult with the Department of Tourism, Culture and Recreation in the development of wildlife management plans and studies which relate to the Main River Waterway Provincial Park and the Special Management Area. *When making decisions on wildlife management in the Main River watershed, the Department of Tourism, Culture and Recreation and Canadian Wildlife Service will be consistent with the objective of this Stewardship Agreement, as defined in Section 1.*

- 5.2.2 With regard to Pine Marten, the goal of the Department of Tourism, Culture and Recreation is to maintain or enhance the Pine Marten population in the watershed. Management strategies for Pine Marten will be put in place utilizing the best science available.

5.3 Fisheries Management

- 5.3.1 The Department of Fisheries and Oceans will consult with the Department of Tourism, Culture and Recreation in the development of management plans and studies which relate to the Main River Waterway Provincial Park and the Special Management Area. *When making decisions on fisheries management in the Main River watershed, the Department of Fisheries and Oceans will be consistent with the objective of this Stewardship Agreement, as defined in Section 1.*

6. Road Decommissioning

- 6.1 Pursuant to the Lands Act, the Minister of Tourism, Culture and Recreation shall be responsible for a Special Management Area in the watershed within which all new forest access roads will be off limits to motorized vehicles other than for use in forestry operations and related monitoring and compliance activities.
- 6.2 Corner Brook Pulp and Paper agrees to erect signs and barriers in appropriate locations to ensure public notice of this provision.

- 6.3 The Department of Tourism, Culture and Recreation will manage public communications regarding road access.
- 6.4 The Department of Forest Resources and Agrifoods and Corner Brook Pulp and Paper will consult with the Department of Tourism, Culture and Recreation, as part of the Environmental Assessment process, on the location and construction schedule of all forest access roads within the Main River watershed.

- 6.5 Corner Brook Pulp and Paper will decommission and rehabilitate roads inside the Special Management Area as soon as each section of road is no longer required within the harvesting plan.

7. Science

- 7.1 The *Signatories* agree to share scientific information on the natural environment of the Main River watershed, the Main River Waterway Park, and other areas which bear upon the Management Plan for the *Park*. *The Signatories agree to collaborate on scientific investigation within the Main River Waterway Park and the Main River watershed.*

8. Economic Development

- 8.1 The *Signatories* agree that the Main River Waterway Provincial Park represents a significant eco-tourism opportunity and will collaborate to maximize the public economic benefits of the Park, consistent with the Management Plan. The Department of Tourism, Culture and Recreation agrees to work with the communities of White Bay South to achieve eco-tourism economic benefits.
- 8.2 The *Signatories* agree that forest harvesting remains a significant contributor to the economy of the province and agree to collaborate to support forest harvesting consistent with the Management Plan.

9. Consultation

- 9.1 All *Signatories* agree to consult each other through established consultative processes on matters within their jurisdiction which may bear upon the objective of this *Stewardship Agreement* as set out in section 1.
- 9.2 All *Signatories* agree to consult with each other outside established consultative processes where issues may warrant in relation to the objective of this *Stewardship Agreement* as set out in section 1.
- 9.3 For purposes of overall coordination and consultation, the Department of Tourism, Culture and Recreation will chair a consultative committee and each party will notify the Department of Tourism, Culture and Recreation of its designate to this committee. In respect of the Town of Jackson's Arm, the Town of Hampden, the White Bay South Development Association and the Main River Economic Development Committee, these signatories must collectively designate one person to be a committee member, and the travel expenses for this person to attend meetings of the committee will be paid for by the Department of Tourism, Culture and Recreation. All other *Signatories* are responsible for their own travel expenses to attend meetings.
- 9.4 The committee will meet at the call of the chair and not less than once per year.

10. Settlement of Disputes and Legal Effect

10.1 Any disputes regarding the interpretation or implementation of this *Stewardship Agreement* will be resolved only by consultation between the *Signatories* and will not be referred to a national tribunal or any other third party for settlement.

10.2 This *Stewardship Agreement* is not legally binding and places no legal obligation on the *Signatories*.

11 General

11.1 This *Stewardship Agreement* may be amended only with the written consent of all *Signatories*. Unless another way is agreed, an amendment will become effective upon its execution by the *Signatories*.

11.2 This *Stewardship Agreement* shall enure to the benefit of the *Signatories* hereto, their respective successors and assigns.

Minister of Tourism, Culture and Recreation

Witness

Minister of Forest, Resources and Agrifoods

Witness

Minister of Environment

Witness

Minister of Intergovernmental Affairs

Witness

Corner Brook Pulp and Paper Limited

Witness

Parks Canada

Witness

Department of Fisheries and Oceans

Witness

Environment Canada
(Canadian Wildlife Service)

Witness

Town of Jackson's Arm

Witness

Town of Hampden

Witness

White Bay South Development Association

Witness

**Main River Economic Development
Committee**

Witness

Humber Economic Development Board

Witness

Representative for the Local Outfitters

Witness