

MUNICIPAL STEWARDSHIP AGREEMENT

THIS AGREEMENT made in St. John's, in the province of Newfoundland this 6 Day of June, 1997.

BETWEEN: **THE TOWN COUNCIL OF THE TOWN OF BAY ROBERTS**
the municipal corporation organized
and existing under the laws of
Newfoundland

of the one part

AND: **THE TOWN COUNCIL OF THE TOWN OF SPANIARD'S BAY**
the municipal corporation organized
and existing under the laws of
Newfoundland

of the second part

(herein called the "Towns")

AND: **HER MAJESTY THE QUEEN IN RIGHT
OF NEWFOUNDLAND**, as represented
by the Honourable the Minister of
Forest Resources and Agrifoods

of the third part

(herein called the "Minister")

WHEREAS the Government of Newfoundland and Labrador has entered into an Agreement with various partners for the implementation, management and enhancement of the North American Waterfowl Management Plan through the Eastern Habitat Joint Venture;

AND WHEREAS the parties hereto recognize that the proper protection and management of both wetland and upland habitats are fundamental tools in maintaining and enhancing the waterfowl populations of the province;

AND WHEREAS the Minister proposes that certain important wetlands and associated wildlife habitats within the Towns be protected and enhanced through and with the cooperation of the Towns in accordance with this Agreement and the Habitat Management Plan developed hereafter;

AND WHEREAS The Towns have agreed to enter into the Agreement for the purpose of protecting and enhancing those areas of important wetland habitat within their jurisdiction.

NOW THEREFORE IT IS AGREED BY THE PARTIES HERETO AS FOLLOWS:

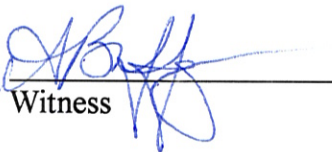
1. The lands herein delineated and designated as a Stewardship Zone (being those lands outlined on a certain Schedule annexed hereto and marked "A") shall be set aside in perpetuity, preserved and managed in accordance with the terms and conditions of this Agreement including any Habitat Management Plan developed hereunder for the better protection of the wetlands for waterfowl and other wildlife.
2. Within the limits of its jurisdiction, the Towns shall permit only those activities within the Stewardship Zone that have no negative or adverse impact upon the wetland habitats or the waterfowl or other wildlife which utilize those habitats.
3. Within the Stewardship Zone, the Parties shall establish Management Units identified in Schedule "A" and other Management Units as may be desirable from time to time which shall be subject to the terms and conditions of a Habitat Management Plan developed to enhance and protect the wetland habitats, the waterfowl and other wildlife which utilize those habitats.
4. The Habitat Management Plan shall be developed in cooperation with the Minister and the Minister agrees to provide such advice and expertise necessary or advisable for the development of the Habitat Management Plan.
5. The Towns agree that in the preparation of Municipal Plans for the Towns or any amendments to any existing Municipal Plan, the areas designated as Management Units shall be recommended by the Towns to be appropriately declared protected areas under Part VI of the Urban and Rural Planning Act (or such other legislation in amendment or substitution therefore as may be brought into affect from time to time). The Towns in passing regulations or by-laws related to the protected areas so designated under the Municipal Plans or amendments thereto and which may affect the Stewardship Zone shall do so in consultation with the Minister and in keeping with the principals of this Agreement.
6. The parties to this Agreement, their consultants, servants or agents, shall have and exercise reasonable rights of access to the Stewardship Zone for all purposes necessary or incidental to this Agreement and in particular, but without limiting the generality of the foregoing, for the purpose of developing and carrying out the Habitat Management Plan.
7. The parties hereto agree that they will exercise their best efforts to further develop management measures for more effectively carrying out the mutual intentions as expressed in this Agreement.



IN WITNESS WHEREOF the parties have caused these presents to be executed in accordance with their respective rules and regulations the day and year first before written.

SIGNED, SEALED AND DELIVERED

by the Honourable the Minister
of Forest Resources and Agrifoods
in the presence of:

**THE HONOURABLE THE MINISTER
OF FOREST RESOURCES AND AGRIFOODS**


Witness


Beaton Tulk 

THE SEAL OF the Town Council of
the Town of Bay Roberts was hereunto
affixed in the presence of:

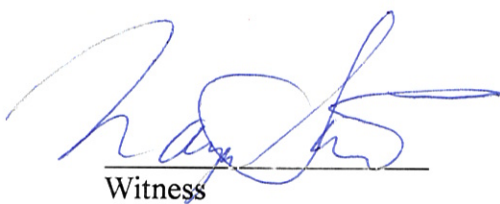
**THE TOWN COUNCIL OF THE
TOWN OF BAY ROBERTS**

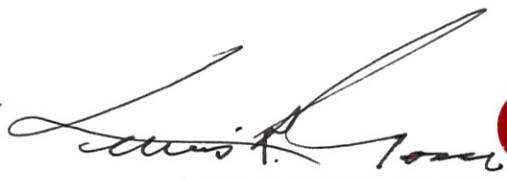


Witness




THE SEAL OF the Town Council of
the Town of Spaniard's Bay was hereunto
affixed in the presence:

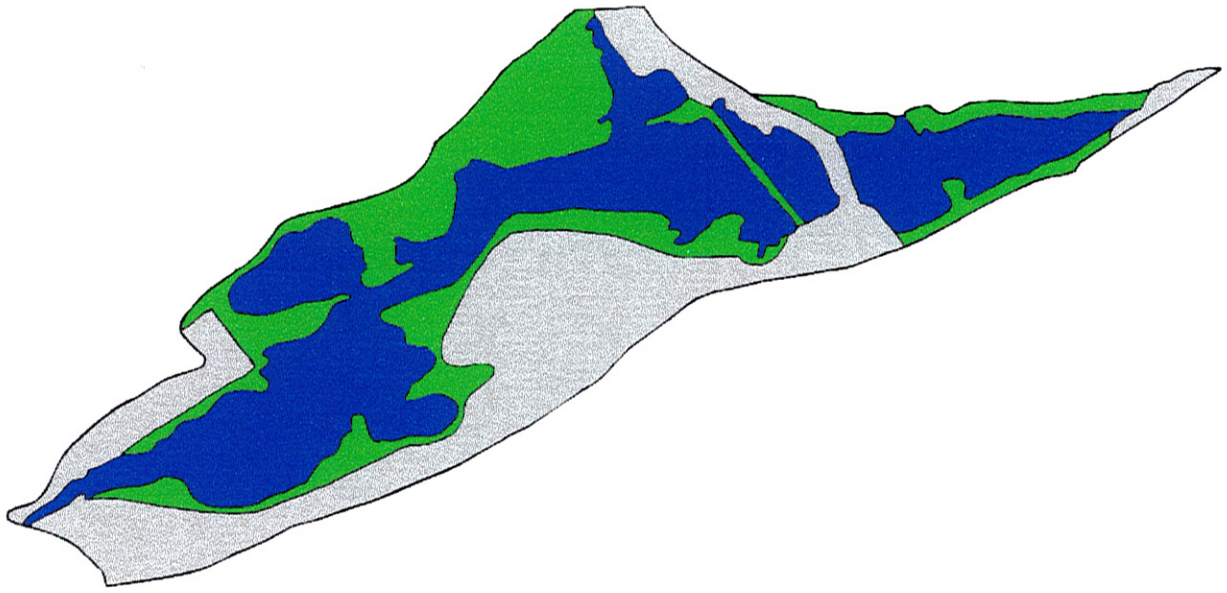
**THE TOWN COUNCIL OF THE
TOWN OF SPANIARD'S BAY**


Witness

SCHEDULE A

Bay Roberts / Spaniard's Bay Municipal Stewardship Agreement



Stewardship Zone



Management Unit (Terrestrial)



Management Unit (Aquatic)