

MUNICIPAL STEWARDSHIP AGREEMENT

THIS AGREEMENT made at Indian Bay, in the province of Newfoundland and Labrador, this 30th day of August, 2016.

BETWEEN: **HER MAJESTY THE QUEEN IN RIGHT OF
NEWFOUNDLAND AND LABRADOR**, as represented by the
Honourable the Minister of Environment and Conservation
(herein called the "Minister")

- of the one part -

AND: **THE TOWN COUNCIL OF THE TOWN OF INDIAN BAY**,
municipal corporation pursuant to Section 15 of the
Municipalities Act, 1999 (herein called the "The Town")

-of the other part-

WHEREAS the Government of Newfoundland and Labrador has entered into an Agreement with others for the implementation of the 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 coastal, wetland and upland habitats are fundamental tools in maintaining and enhancing the wildlife populations, particularly birds, in the province;

AND WHEREAS the Minister proposed that certain important wildlife habitats within the Town be protected and enhanced through and with the cooperation of the Town in accordance with this Agreement and a Habitat Conservation Plan developed hereafter;

AND WHEREAS the Town has agreed to enter into this Agreement for the purpose of protecting and enhancing those areas of important habitat within its jurisdiction.

NOW THEREFORE IT IS AGREED BY THE PARTIES AS FOLLOWS:

1. The lands herein delineated and designated as a Management Unit (being the lands outlined on a certain Schedule annexed hereto and marked "A") shall be managed in accordance with the terms and conditions of this Agreement including any Habitat Conservation Plan developed hereunder for better protection of the wetlands for waterfowl and other wildlife.
2. Within the limits of its jurisdiction, the Town shall permit only those activities within the Management Units that have no negative or adverse impact upon the land, or on the wildlife which utilize those areas.
3. The parties may establish other Management Units as may be desirable from time to time. The Management Units shall be subject to the terms and conditions of the Habitat Conservation Plan developed to enhance and protect the land, and the wildlife which utilize those habitats.
4. Any Habitat Conservation Plan shall be developed in cooperation with the Town and the Minister agrees to provide such advice and expertise necessary or advisable for the development of the Habitat Conservation Plan.

5. The Town agrees that in the preparation of a Municipal Plan for the Town or any amendments to any existing Municipal Plan, the areas designated as Management Units shall be recommended by the Town to be appropriately declared protected areas as it prescribed under subsection 13(3)(f) of the *Urban and Rural Planning Act (2000)* (or such other legislation in amendment or substitution therefore as may be brought into effect from time to time). The Town in passing regulations or by-laws related to the protected areas so designated under the Municipal Plan or amendments thereto and which may affect the Management Unit(s) 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 Management Unit(s) 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 Conservation Plan.

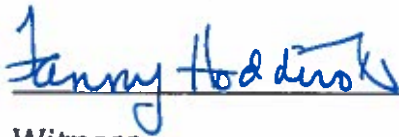
7. If at any time during the term of this Stewardship Agreement the Parties deem it necessary or desirable to make any alterations or additions to it, they may do so by means of a written amendment between them which shall be supplemental to and form part of this agreement.

8. Each of the parties hereto agree that they will exercise their best efforts to further develop management measures for more effectively carrying out of their 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 Environment and Conservation in the presence of:



Witness



**THE HONOURABLE THE
MINISTER OF ENVIRONMENT
AND CONSERVATION**

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

Tammy Waterman,
Town Clerk / Manager



Witness

Christa Lane,
Mayor



**THE TOWN COUNCIL OF THE
TOWN OF INDIAN BAY**

SCHEDULE A
Indian Bay Management Unit

