

## **TORBAY MUNICIPAL STEWARDSHIP AGREEMENT**

**THIS AGREEMENT** made at Torbay, in the province of Newfoundland this 26<sup>th</sup> day of March, 1997 .

**BETWEEN: THE TOWN COUNCIL OF THE TOWN OF TORBAY**

the municipal corporation organized  
and existing under the laws of  
Newfoundland

(hereinafter called the "Town")

of the one part

**AND: HER MAJESTY THE QUEEN IN RIGHT**

**OF NEWFOUNDLAND**, as represented  
by the Honourable the Minister  
of Forest Resources and Agrifoods

(hereinafter called the "Minister")

of the other part

**WHEREAS** the Government of Newfoundland and Labrador has entered into an Agreement with others 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 habitat within the Town be protected and enhanced through and with the cooperation of the Town in accordance with this Agreement and the Habitat Management Plans developed hereafter;

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

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

1. The lands herein delineated and designated as a Stewardship Zone (being the lands outlined on a certain Schedule annexed hereto and marked "A") shall be set aside, preserved and managed in accordance with the terms and conditions of this Agreement including any Habitat Management 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 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 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 designated 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 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 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 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 Stewardship Zone shall do so in consultation with the Minister and in keeping with the principals of this Agreement.

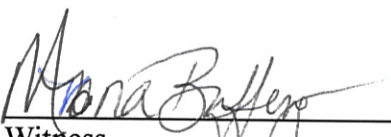
6. The parties to this Agreement, their consultants, servants, or agents, shall have and exercise reasonable rights of access to the Stewardship Zone for all purposes necessary or incidental to this Agreement and in particular, but without limiting the generality of the foregoing, for the purpose of developing and carrying out the Habitat Management Plan.
7. Each of the parties hereto agrees that they will exercise their best efforts to further develop management measures for the more effectively carrying out their mutual intentions as expressed in this Agreement.

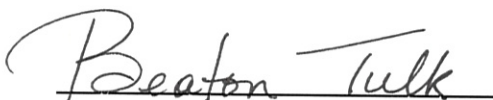
**IN WITNESS WHEREOF** the parties have caused these presents to be executed in accordance with their respective rules and regulations the day and year first before written.

**SIGNED, SEALED AND DELIVERED**

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

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

  
Witness


  
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**THE SEAL OF** the Town Council of  
the Town of Torbay was  
hereunto affixed in the  
presence of:

**THE TOWN COUNCIL OF THE  
TOWN OF TORBAY**

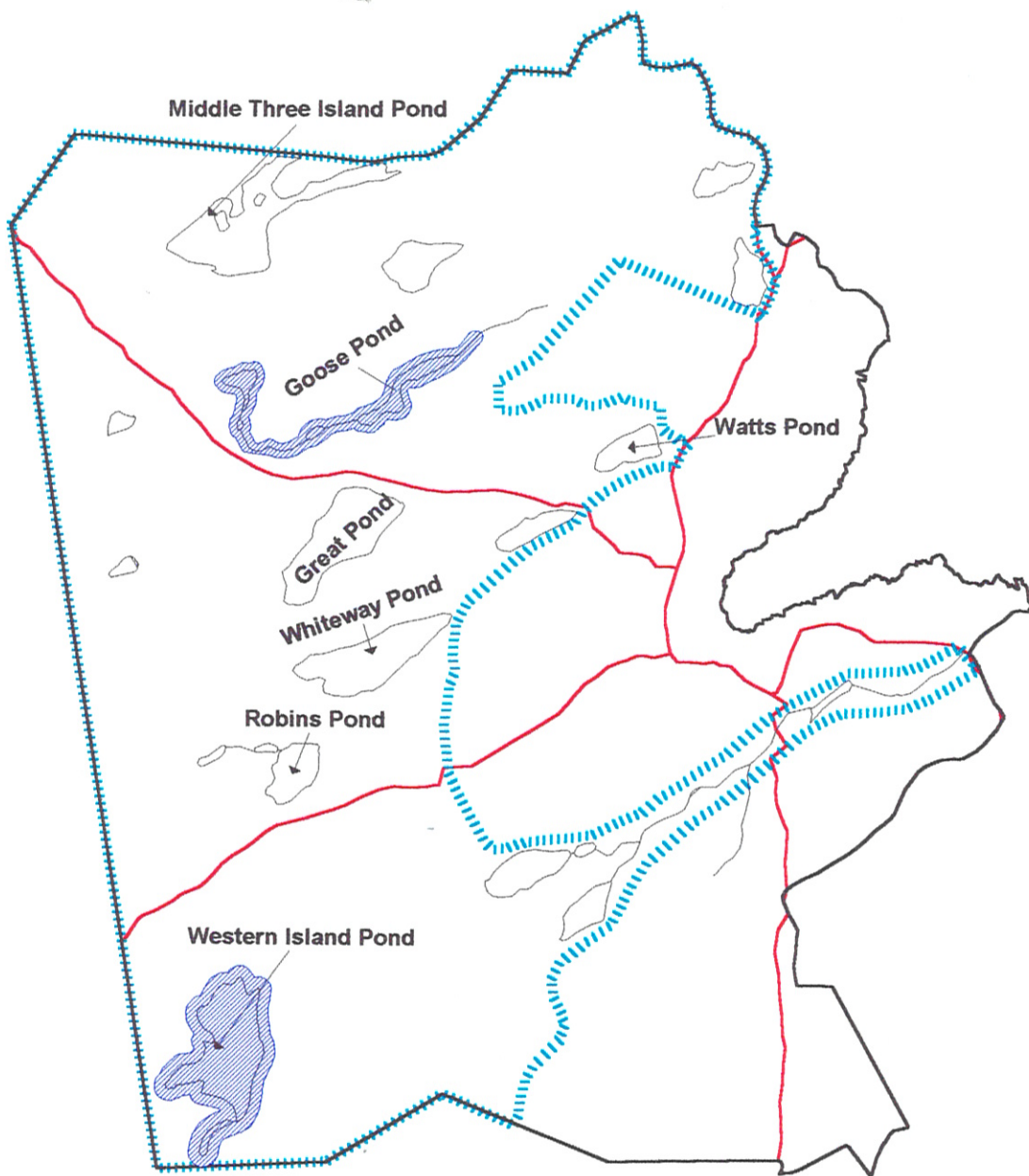
  
Witness

  
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SCHEDULE A








### Town of Torbay Legend



Kilometers

- Municipal Planning Boundary: 
- Stewardship Zone: 
- Management Units: 
- Major Road: 