

This licence made in duplicate this 26th day of June, 2020.

BETWEEN:

HER MAJESTY THE QUEEN, in right of the Province of Nova Scotia, as represented by the Administrator, Nova Scotia Department of Fisheries and Aquaculture, as appointed under section 54A of the Fisheries and Coastal Resources Act, SNS 1996, c. 25,

hereinafter referred to as "**THE ADMINISTRATOR**"

OF THE ONE PART

- and -

CAPE D'OR SUSTAINABLE SEAFOODS INC.
492 GREENVILLE STATION ROAD
WENTWORTH VALLEY, NS B0M1Z0

hereinafter referred to as "**THE LICENCEE**"

OF THE OTHER PART

WHEREAS the Administrator, under the provisions of the Fisheries and Coastal Resources Act, S.N.S. 1996, Chapter 25 (the "Act") and the Aquaculture Licence and Lease Regulations (the "Regulations"), is authorized to renew aquaculture licences and aquaculture leases;

AND WHEREAS pursuant to the Act the Licencee was issued Aquaculture Licence No. 1209 on September 10, 2015 for a five year term from July 27, 2015 to July 27, 2020;

AND WHEREAS pursuant to the Act the Licence was assigned from CanAqua Seafoods Limited to Cape d'Or Sustainable Seafoods Inc. on May 8, 2017;

AND WHEREAS the Licencee wishes to renew aquaculture Licence No. 1209;

NOW THEREFORE in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

1. The Administrator hereby grants to the Licencee a licence for the culture of Atlantic salmon (*Salmo salar*), Arctic char (*Salvelinus alpinus*) and Atlantic halibut (*Hippoglossus hippoglossus*) at a landbased facility located in Advocate Dype Marsh, Advocate Harbour, Cumberland County, more particularly described in Schedule "A" attached to and forming part of this Agreement (the "site").
2. The term of this licence shall be for ten years commencing on the 27th day of July 2020 to the 27th day of July 2030 with the right of renewal, in accordance with the terms of the Act and the Regulations.
3. The Licencee shall pay to the Minister of Finance and Treasury Board an annual fee as set out in the Regulations. The annual payment must be received by the anniversary date of the licence. Late payments are subject to a fee as set out in the Regulations.
4. The undertakings set out in Schedule "B" to this licence (the "undertakings"), form part of this Agreement, and the Licencee hereby agrees to comply with any conditions or limitations contained in the undertakings unless compliance for licensing purposes is expressly waived by the Administrator. The Licencee is responsible for confirming any undertakings and ensuring compliance with them.
5. This Licensee agrees to comply with the Atlantic Salmon Introduction Policy contained in Schedule "C" attached to and forming part of this licence. In accordance with Schedule "C" the Licencee's certificate number is 2010-01.

6. This Licensee agrees to comply with the Arctic Char Introduction Policy contained in Schedule "D" attached to and forming part of this licence. In accordance with said Schedule "D" the Licencee's certificate number is 2005-03.
7. The Licencee agrees to comply with any permits, protocols, approvals, licenses or permissions (the "licensing requirements") which may be required under the laws of the relevant municipality, the Province or Canada. The Licencee is responsible for confirming any licensing requirements and ensuring compliance with them.
8. This licence must not be assigned except with the written approval of the Administrator. If the Licencee is a corporation, any change in the right to control the corporation shall be deemed to be an assignment. No assignment shall be binding on the Administrator until approved by him in accordance with the Regulations.
9. In the event that the Licencee shall cease conducting an aquaculture business in the normal course, become insolvent, make a general assignment for the benefit of creditors, suffer or permit the appointment of a receiver of its business assets, or avail itself of any proceeding in bankruptcy under any statute relating to insolvency or the protection of rights of creditors, the Administrator may revoke this licence and this Agreement shall be of no further force and effect subject only to the right of Her Majesty the Queen in right of the Province of Nova Scotia ("Her Majesty") to claim for damages.
10. The Licencee must adhere to the Farm Management Plan, as it is in effect for this licence from time to time, and any failure to adhere to the Farm Management Plan is a breach of this licence.
11. The Licencee shall submit to the Minister of the Nova Scotia Department of Fisheries and Aquaculture (the "Minister") an annual report stating such information as the Minister requires concerning the Licencee's use and the productivity of the site.
12. The Licencee is hereby prohibited from using the site in any way that would interfere with other licenced aquaculture operations.
13. If the Administrator, in his or her sole discretion, is of the opinion that the aquaculture activities authorized by this licence are detrimental to or interfere with other licenced facilities, the Administrator may revoke this licence without compensation.
14. Following the completion of a performance review, in accordance with the Regulations, of the aquacultural operation subject to this licence, the Administrator may vary any terms or conditions of this licence in order to address any concerns raised in the performance review.
15. The Administrator may revoke this licence without advance notice or compensation if the Licencee is found by a court of competent jurisdiction to be in violation of any law of the Province or Canada relating to fishery activities.
16. If the Licencee fails to perform any of its obligations under this licence, the Minister may have the obligations performed, with the amount of any costs incurred to be a debt due to Her Majesty, for which Her Majesty shall have a first priority charge on the aquacultural produce within the site.
17. If the Licencee is in breach of any term of this licence and such breach is not corrected within the time period set out in the notice from the Administrator, the Administrator may revoke this licence without further notice or compensation.
18. Should it become necessary for Her Majesty to expropriate the Licencee's rights under this licence, it is hereby agreed that the value of the licence for purposes of expropriation compensation shall not exceed the depreciated value of improvements made by the Licencee that cannot be removed from the site. No compensation may be claimed for the cancellation of this licence where compensation is paid or payable in relation to the expropriation of a licence for the same site.

19. Any notices required to be given under this licence may be sent by regular mail to the parties at their addresses set out in the heading of this Agreement, and notice will be deemed to have been received by the intended recipient thereof five business days from the date on which the notice is post-marked. The parties, by agreement, may effect notice by any other means. The Licencee must notify the Administrator of any change of address within thirty (30) days.
20. Nothing in this Agreement shall be taken as a warranty by the Administrator that the site may be used now or in the future by the Licencee for aquaculture purposes. The Administrator assumes no responsibility whatsoever for any private property rights or for the actions of other levels of government which may interfere with the use of the site for aquaculture purposes.
21. This licence shall be subject to the laws of the Province of Nova Scotia and the parties hereby agree to attorn to its courts.
22. This licence shall be subject to any changes made from time to time in the Act, the Regulations or any other relevant legislation.

IN WITNESS WHEREOF the Parties have caused this Agreement to be duly executed.

SIGNED, SEALED AND DELIVERED) **HER MAJESTY THE QUEEN**
 in the presence of) in right of the Province of Nova Scotia, as
) represented by the Administrator, Nova Scotia
) Department of Fisheries and Aquaculture
)
)
)
)

 Witness)
 _____) Administrator - Nova Scotia Department
) of Fisheries and Aquaculture
)

_____)
) CAPE d'OR SUSTAINABLE SEAFOODS INC.
) Per:
)
)
)
) _____)
) Forrest Merlin
)
)
)

SCHEDULE A



Aquaculture Site 1209

Latitude Longitude
45° 20' 1.799" -64° 47' 58.801"

DATUM NAD 83 CSRS UTM Zone 20
The above coordinates are not from a legal survey



Licence Holder County Species Type
Cape d'Or Sustainable Seafoods Inc. Cumberland Finfish

- Renewal Application
- Other Land Based Facility



Disclaimer
This map should not be used for navigation or legal purposes. It is intended for general reference use only.
Date: 2020-04-07
Created By: MK

Sources: Esri, HERE, Garmin, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), (c) OpenStreetMap contributors, and the GIS User Community, Service Nova Scotia and Internal Services.

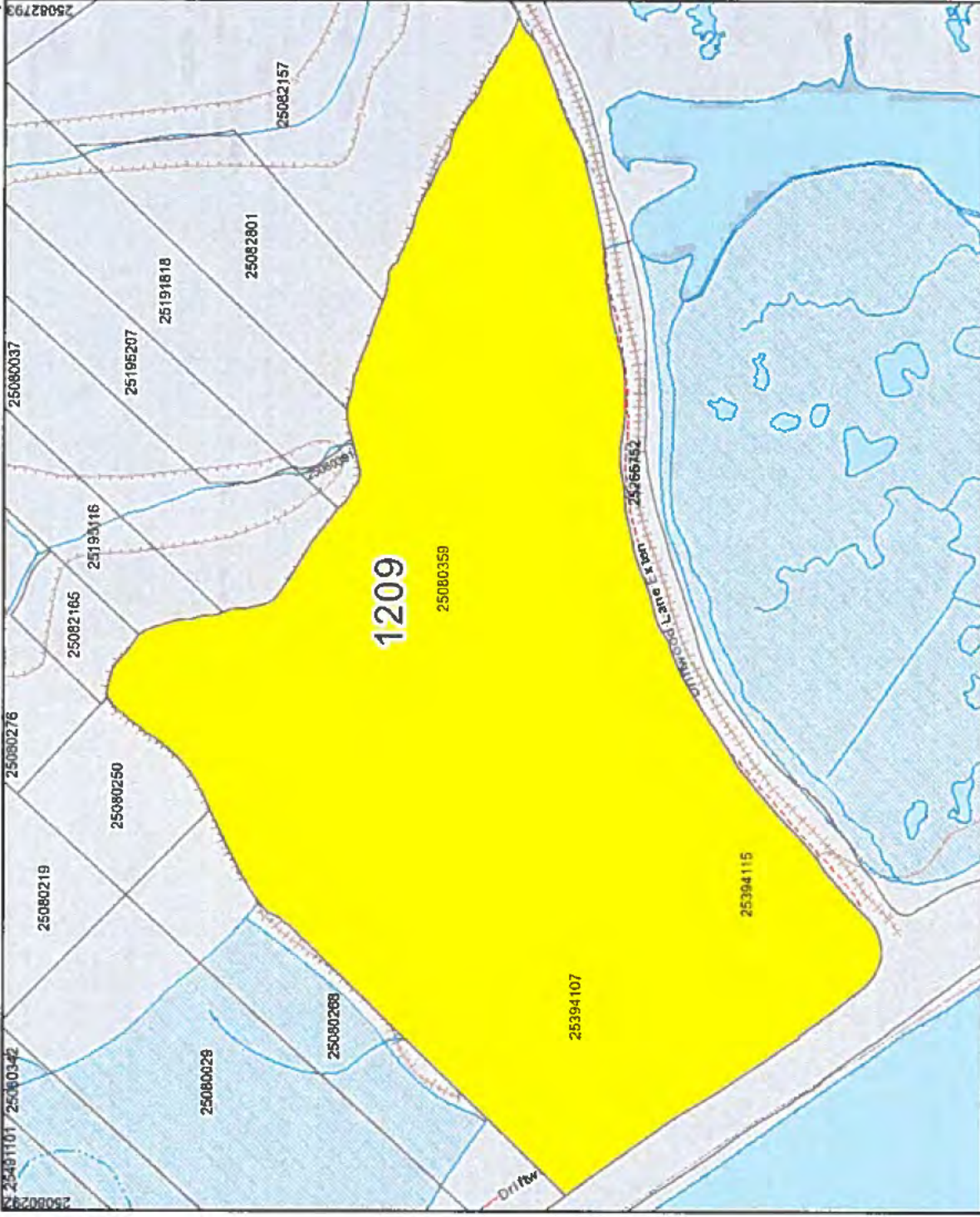
SCHEDULE A



Aquaculture Site 1209

Latitude Longitude
45° 20' 1.799" -64° 47' 58.801"

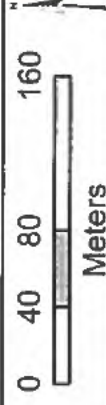
DATUM NAD 83 CSRS UTM Zone 20
The above coordinates are not from a legal survey



Licence Holder County Species Type
Cape d'Or Sustainable Seafoods Inc. Cumberland Finfish

Renewal Application NS PIDs

Other Land Based Facility



Disclaimer
This map should not be used for navigation or legal purposes. It is intended for general reference use only.
Date: 2020.04.02
Created By: MK

THIS WARRANTY DEED made this 14th day of March, 2017.

BETWEEN:

CANAQUA SEAFOODS LIMITED, a body corporate, being the Owner of the lands described in Schedule "A" herein

(hereinafter called the "Grantor")

OF THE ONE PART

- and -

CAPE D'OR SUSTAINABLE SEAFOODS INC., a body corporate under the laws of the Province of Nova Scotia

(hereinafter called the "Grantee")

OF THE OTHER PART

WITNESSETH that in consideration of One Dollar (\$1.00) and other good and valuable consideration;

THE GRANTOR hereby conveys to the Grantee the lands described in Schedule "A" to this Warranty Deed and hereby consents to this disposition pursuant to the Matrimonial Property Act of Nova Scotia.

THE GRANTOR covenants with the Grantee that the Grantee shall have quiet enjoyment of the lands, that the Grantor has good title in fee simple to the lands and the right to convey them as hereby conveyed, that the lands are free from encumbrances, and that the Grantor will procure such further assurances as may be reasonably required.

IN THIS WARRANTY DEED the singular includes the plural and the masculine includes the feminine, with the intent that this Warranty Deed shall be read with all appropriate changes of number and gender.

IN WITNESS WHEREOF the said Grantor has hereunto affixed its Corporate Seal and executed These Presents by its proper officers duly authorized in that behalf the day and year first above written.

SIGNED, SEALED AND DELIVERED
- in the presence of

[Redacted Signature]

A Barrister of the Supreme Court of Nova Scotia

BRIAN W. STILWELL
A Barrister of the Supreme Court of Nova Scotia

) CANAQUA SEAFOODS LIMITED

[Redacted Signature]

) Per: Paul Merlin - President

CANADA
PROVINCE OF NOVA SCOTIA
COUNTY OF COLCHESTER

AFFIDAVIT OF STATUS

I, Paul Merlin of Greenville Station Road, Cumberland County, Nova Scotia make oath and say that:

1. I am the President of Canaqua Seafoods Limited (the "Corporation"). Except as otherwise stated I have personal knowledge of the matters to which I have sworn in this Affidavit.
2. I acknowledge that the Corporation executed the foregoing Instrument by its proper officer duly authorized in that regard under seal on the date of this affidavit; this acknowledgment is made for the purpose of registering such Instrument pursuant to s. 79(1)(a) of the *Land Registration* (Nova Scotia).
3. The Corporation is a resident of Canada under the *Income Tax Act* (Canada).
4. The lands described in the within Instrument are not occupied by any shareholder as a dwelling nor is any shareholder entitled to use the lands as a dwelling and the lands have never been so occupied while the lands have been owned by the Company.

I CERTIFY that on this date the Deponent came)
before me, made oath and swore the foregoing)
affidavit. I further certify that I signed the within)
instrument as witness to its execution by th officer)
of the Corporation in my presence.)

CERTIFIED this 14 day of March, 2017 at)
Truro, Colchester County, Nova Scotia)

[Redacted Signature])
[Redacted Signature])
[Redacted Signature])
[Redacted Signature])
A BARRISTER OF THE SUPREME COURT)
OF NOVA SCOTIA)

[Redacted Signature])
[Redacted Signature])
[Redacted Signature])
[Redacted Signature])
Paul Merlin)
[Redacted Signature])

BRIAN W. STILWELL
A Barrister of the Supreme
Court of Nova Scotia

PARCEL DESCRIPTION REPORT

2017-03-08 13:48:20

PID: 25080359
CURRENT STATUS: ACTIVE
EFFECTIVE DATE/TIME: 2010-10-05 12:25:20

A lot of salt marsh lying between the Old English Dyke and the new dyke and the eastern boundary of Lot 1, previously conveyed by the Grantors, [REDACTED] and [REDACTED] (Grantors) and [REDACTED] and [REDACTED] (Relcasors) to Paul Merlin by Deed dated March 21, 2000 and recorded at the Registry of Deeds Office at Amherst, Nova Scotia in Book 724 at Page 575, being PID 25080359.

TOGETHER WITH a right-of-way from the Main Road, leading from Parrsboro to Apple River, through [REDACTED] and [REDACTED] yard to the Dyke Road, along their driveway and continuing along the existing road to the Dyke Road, including the right to upgrade the right-of-way, at the expense of the Grantee. Said right-of-way being granted on the condition that the Grantee install and maintain gates at each end of the right-of-way from the [REDACTED] farm to the Dyke Road and keep the gates closed when cattle are being pastured in the area.

ALSO TOGETHER WITH an easement for the purpose of installing and maintaining a power line from the Main Road, leading from Parrsboro to Apple River to the above described lot.

SUBJECT TO a Right of Way for the benefit of lands known as PID 25394115 and 25394107 as conveyed by Warranty Deed dated November 10, 2000 from Paul Merlin to Atlantic Ova Pro Ltd. which was registered in the Cumberland County Land Registration Office on December 1, 2000 in Book 731 at Page 826 as Doc. No. 3988.

ALSO SUBJECT TO an easement for the purpose of installing and maintaining a power line from the Main Road, leading from Parrsboro to Apple River to lands known as PID's 25394107 and 25394115 as conveyed in Warranty Deed dated March 21, 2000 from [REDACTED] and [REDACTED] to Paul Merlin, registered in the Cumberland County Land Registration Office on July 7, 2000 in Book 724 at Page 575 as Doc. No. 2171.

BEING the same lands as conveyed by Warranty Deed dated July 11, 2002 from [REDACTED] and [REDACTED] to Paul Merlin, which was registered in the Cumberland County Land Registration Office on July 26, 2002 in Book 768 at Page 884 as Doc. No. 2766.

MGA Compliance Statement: The parcel originates with an instrument of subdivision that has been filed under the Registry Act or registered under the Land Registration Act at the Land Registration Office for the registration district of Cumberland County in Book 721 at Page 1069.

External Comments:

Description Change Details:

Reason:
Author of New or
Changed Description:
Name:

Registered Instruments:

Comments:

SCHEDULE "A"

PARCEL DESCRIPTION REPORT

2017-03-08 13:48:41

PID: 25394107
CURRENT STATUS: ACTIVE
EFFECTIVE DATE/TIME: 2010-10-05 13:09:54

ALL that lot of land situate, lying and being in the Advocate Dyke Marsh, Cumberland County, Nova Scotia, shown as Lot No. 1 on an Instrument of Subdivision dated May 17, 2000, said Instrument of Subdivision having been recorded at the Registry of Deeds Office for the County of Cumberland in Book 721 at page 1069, a more complete description of these lands being as follows:

BEGINNING at the southeast corner of lands of [REDACTED] on the northeastern boundary of the Big Beach Road at Advocate, Cumberland County, Nova Scotia;

THENCE in a northeasterly direction along the said lands of [REDACTED] 613 feet to a stake set and the southwestern corner of remaining lands of [REDACTED]

THENCE in a southeasterly direction parallel with Big Beach Road and being 30 feet from the bank of Big Creek at the nearest point, 915 feet to a stake set at the northern boundary of the dyke road at the southern corner of remaining lands of [REDACTED]

THENCE in a southwesterly direction along the northern boundary of the dyke road, 610 feet to the Big Beach Road;

THENCE along the northeastern boundary of Big Beach Road, in a northwesterly direction, 855 feet to the place of beginning.

SAID LOT containing 12.4 acres more or less.

SAVING AND EXCEPTING that lot of land (PID 25394115) conveyed by Warranty Deed dated November 10, 2000 from Paul Merlin to Atlantic Ova Pro Ltd., which was registered in the Cumberland County Land Registration Office on December 1, 2000 in Book 731 at Page 826 as Doc. No. 3988

TOGETHER WITH a right-of-way from the Main Road, leading from Parrsboro to Apple River through [REDACTED] and [REDACTED] yard to the Dyke Road along their driveway and continuing along the existing road to the Dyke Road, including the right to upgrade the right-of-way at the expense of the Grantee. Said right-of-way being granted on the condition that the Grantee install and maintain gates at each end of the right-of-way from the [REDACTED] farm to the Dyke Road.

ALSO TOGETHER WITH an easement for the purpose of installing and maintaining a power line from the Main Road leading from Parrsboro to Apple River to the above described lot.

ALSO SUBJECT TO a Revocable License from Paul Merlin to Atlantic Ova Pro Limited, for the benefit of lands known as PID 25394115, dated August 19, 2005 and registered in the Cumberland County Land Registration Office on August 23, 2005 as Doc. No. 82802357.

BEING the same lands as conveyed by Warranty Deed dated March 21, 2000 from [REDACTED] and [REDACTED] to Paul Merlin, which was registered in the Cumberland County Land Registration Office on July 7, 2000 in Book 724 at Page 575 as Doc. No. 2171.

MGA Compliance Statement: The parcel originates with an instrument of subdivision that has been filed under the Registry Act or registered under the Land Registration Act at the Land Registration Office for the registration district of Cumberland County in Book 721 at Page 1069.

PARCEL DESCRIPTION REPORT

2017-03-08 13:48:41

External Comments:

Description Change Details:

Reason:

Author of New or

Changed Description:

Name:

Registered Instruments:

Comments:

SCHEDULE "A"

PARCEL DESCRIPTION REPORT

2017-03-08 13:48:52

PID: 25394115
CURRENT STATUS: ACTIVE
EFFECTIVE DATE/TIME: 2005-09-06 10:40:22

ALL that certain lot, piece or parcel of land lying, situate and being at Advocate Harbour, in the County of Cumberland and Province of Nova Scotia, shown as Lot No. 2 on an Instrument of Subdivision of Lands of Paul Merlin, recorded in the Cumberland County Registry of Deeds in Book 730 at Page 781, which is more fully bounded and described as follows:

BEGINNING at an iron stake where the easterly margin of the Big Beach Road or Shore Lane meets the Advocate Dyke on the north side of the Advocate Harbour;

THENCE northerly along the easterly margin of the Big Beach Road or Shore Lane a distance of 250 feet to an iron stake;

THENCE northeasterly along the southerly boundary of Lot No. 1 a distance of 680 feet to an iron stake on the westerly boundary of lands of [REDACTED]

THENCE southerly along the boundary of the [REDACTED] and a distance of 270 feet to an iron stake on the Advocate Dyke at the northerly boundary of Advocate Harbour;

THENCE westerly following the Advocate Dyke a distance of 692 feet to the place of beginning.

CONTAINING 179,000 square feet more or less.

TOGETHER with a right of way from the Main Road, leading from Parrsboro to Apple River, through [REDACTED] and [REDACTED] yard to the Dyke Road, along their driveway and continuing along the existing road to the Dyke Road, including the right to upgrade the right-of-way, at the expense of the Grantee. Said right-of-way being granted on the condition that the Grantee install and maintain gates at each end of the right-of-way from the [REDACTED] farm to the Dyke Road.

ALSO TOGETHER WITH an easement for the purpose of installing and maintaining a power line from the Main Road, leading from Parrsboro to Apple River to the above-described lot.

AND ALSO TOGETHER WITH a Revocable License from Paul Merlin to Atlantic Ova Pro Limited dated August 19, 2005 and registered in the Cumberland County Land Registration Office on August 23, 2005 as Doc. No. 82802357.

BEING the same lands as conveyed by Warranty Deed dated November 10, 2000 from Paul Merlin to Atlantic Ova Pro Ltd., which was registered in the Cumberland County Land Registration Office on December 1, 2000 in Book 731 at Pages 826-829 as Doc. No. 3988.

The parcel originates with an approved plan of subdivision that has been filed under the Registry Act or registered under the Land Registration Act at the Land Registration Office for the registration district of Cumberland County as document number 3700.

External Comments:

Description Change Details:

Reason:

Author of New or

Changed Description:

PARCEL DESCRIPTION REPORT

2017-03-08 13:48:52

Name:

Registered Instruments:

Comments:

Schedule "B"

This Schedule sets out any undertakings required of the Licencee.

There are no undertakings required of the Licencee.

Schedule "C"

This Schedule sets out the Atlantic Salmon Introduction Policy.

Schedule "C"



Department Of
Fisheries & Aquaculture
Inland Fisheries Division

PO Box 700
Pictou, Nova Scotia
B0X 1H0

Bus: (902) 483-5056
Fax: (902) 483-4914
Email: InlandFish@gov.ns.ca

CERTIFICATE OF COMPLIANCE - ATLANTIC SALMON INTRODUCTIONS

This serves to attest that the proponent is in compliance with the "Policy for Atlantic Salmon Introduction" and is therein permitted to culture Atlantic salmon within the policy's conditions, in the facility indicated on the site inspection report.

CERTIFICATE NO.: 2010-01

PROPONENT'S NAME: Paul Merlin

COMPANY NAME: CanAqua Seafoods Ltd.

AQUACULTURE LICENCE NO.: 1209


ADDRESS: 365 Driftwood Lane
P.O. Box 88
Advocate Harbour, N.S.
B0M 1A0

TELEPHONE: (902) 392-2170

SITE INSPECTION DATE: November 30, 2010

REPORT NO.: 2010-01

DEPARTMENT INSPECTOR: Ralph Heighon

DEPARTMENTAL AUTHORIZATION: 

DATE OF AUTHORIZATION: Dec 02, 2010

Visit our Website:
www.gov.ns.ca/nsal/sportfishing

POLICY FOR ATLANTIC SALMON INTRODUCTION

1) **DEFINITION OF TECHNIQUES FOR ATLANTIC SALMON INTRODUCTION;**

A. SEA RANCHING:

The deliberate release of fish into the sea for feeding at large, followed by the subsequent recapture by the proponent, usually at or near the release site. No natural regeneration in rivers is sought.

B. TOTALLY ENCLOSED SYSTEM:

A man-made fish rearing facility often involving the recirculation of water, which would normally be contained within four walls and which would be designed such that accidental escape, unauthorized transfer or disease introduction to natural waters would be impossible. Facilities most likely to qualify as enclosed systems would be laboratories and aquaria.

C. CAGE CULTURE (non-tidal water):

Netting, plastic, or wire mesh enclosures in freshwater where fish are held throughout their growth period to market size. Recapture of escaped fish within 50 meters of the cages is permitted.

D. CAGE CULTURE (tidal waters):

Netting, plastic, or wire mesh enclosures in brackish or seawaters. Recapture of escaped fish within 100 meters of the cages is permitted.

E. OPEN CULTURE:

A fish culture facility at which Atlantic salmon are incubated and/or reared, and where the use of ponds with direct connection to a natural water body increases the likelihood of escape.

F. CLOSED FARM OR FISH-OUT PONDS:

Man-made or natural water bodies which meet the following criteria:

- a) preferably only one water inlet or outlet to natural waters, never more than two of each.
- b) inlets will be adequately screened or of sufficient head-drop and/or velocity to prevent fish passage at all water levels.
- c) triple screens with a clear opening of 2 - 10 cm. Shall be installed at each outlet so that extreme flooding will not top them. Two millimetre screening is mandatory for operations using fry or small fingerlings. Sumps are to be cleaned of fish as necessary.
- d) site topography and intakes must be such that extreme stream conditions will not flood the facilities, thereby releasing fish.

G. PUT-&-TAKE LAKE STOCKING:

The annual stocking, either for immediate recapture or growth and capture, of lakes and ponds from which escape is deemed likely.

H. SELF-SUSTAINING STOCKING:

The introduction of regenerating Atlantic salmon stocks by a short period (2-4 years) of plantings, usually from a common stock source.

F. CLOSED FARM OR FISH-OUT PONDS:

Man-made or natural water bodies which meet the following criteria:

- a) preferably only one water inlet or outlet to natural waters, never more than two of each.
- b) inlets will be adequately screened or of sufficient head-drop and/or velocity to prevent fish passage at all water levels.
- c) triple screens with a clear opening of 2 - 10 cm. Shall be installed at each outlet so that extreme flooding will not top them. Two millimetre screening is mandatory for operations using fry or small fingerlings. Sumps are to be cleaned of fish as necessary.
- d) site topography and intakes must be such that extreme stream conditions will not flood the facilities, thereby releasing fish.

G. PUT-&-TAKE LAKE STOCKING:

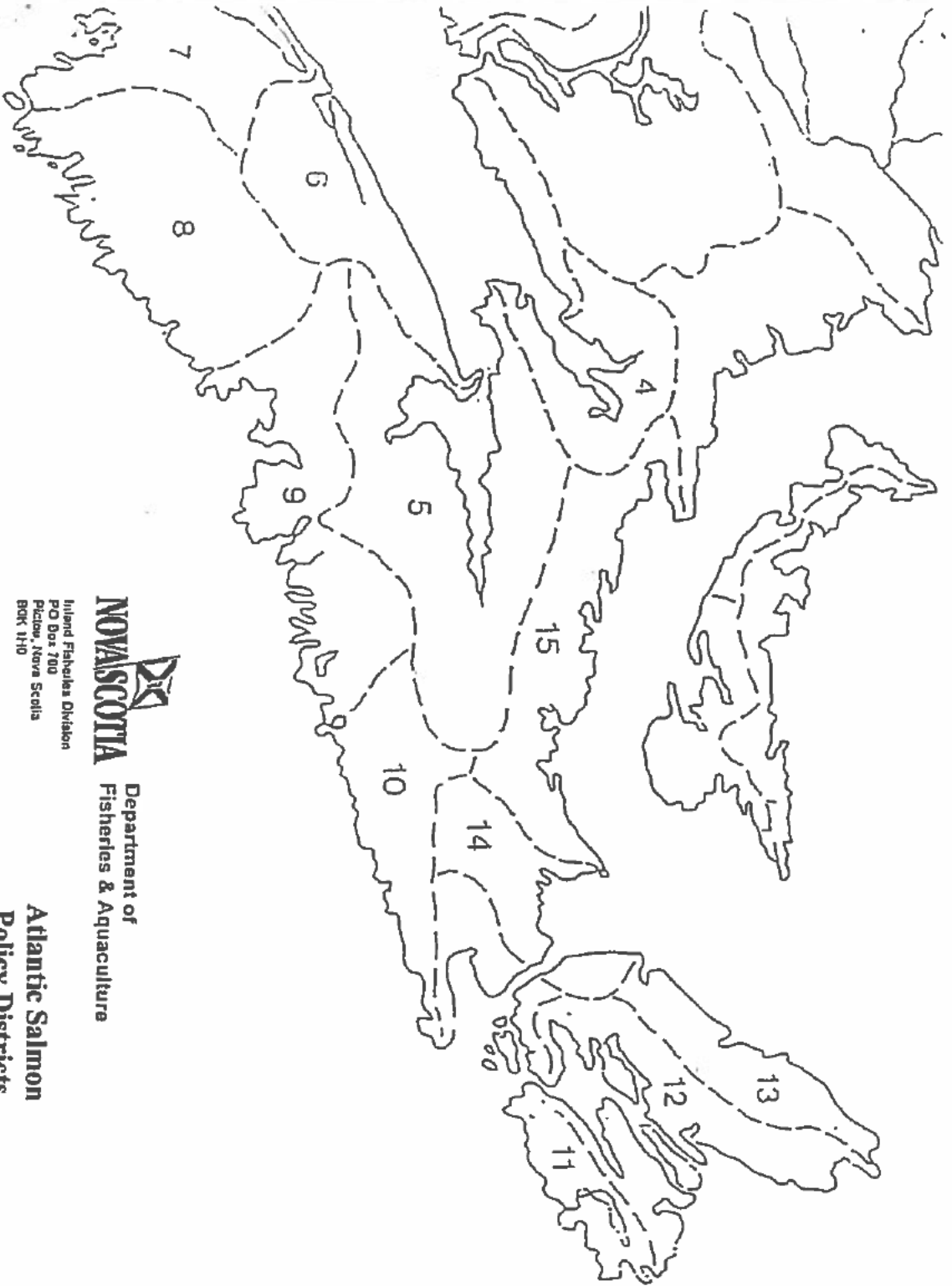
The annual stocking, either for immediate recapture or growth and capture, of lakes and ponds from which escape is deemed likely.

H. SELF-SUSTAINING STOCKING:

The introduction of regenerating Atlantic salmon stocks by a short period (2-4 years) of plantings, usually from a common stock source.

DISTRICT NO.	DISTRICT NAME	COASTAL END POINTS
4	Chignecto Bay	C. Enrage to C. Chignecto
5	Minas Basin	C. Chignecto to C. Split
6	Fundy Nova	C. Split to Gulliver Point
7	Gulf Nova	Gulliver Point to Cape Sable
8	South Atlantic Nova	Cape Sable to P. Enrage
9	Halifax	Point Enrage to Taylor Head (Spry Harbour)
10	Southeast Nova	Taylor Head to Cape Canso
11	Atlantic Cape Breton	Cape Canso to Cape Perce
12	Bras d'Or Central	Cape Perce to Cape North
13	Gulf Cape Breton	Cape North to Cape Linzee
14	George Bay	Cape Linzee to Cape George
15	Northumberland South	Cape George to Cape Tormentine

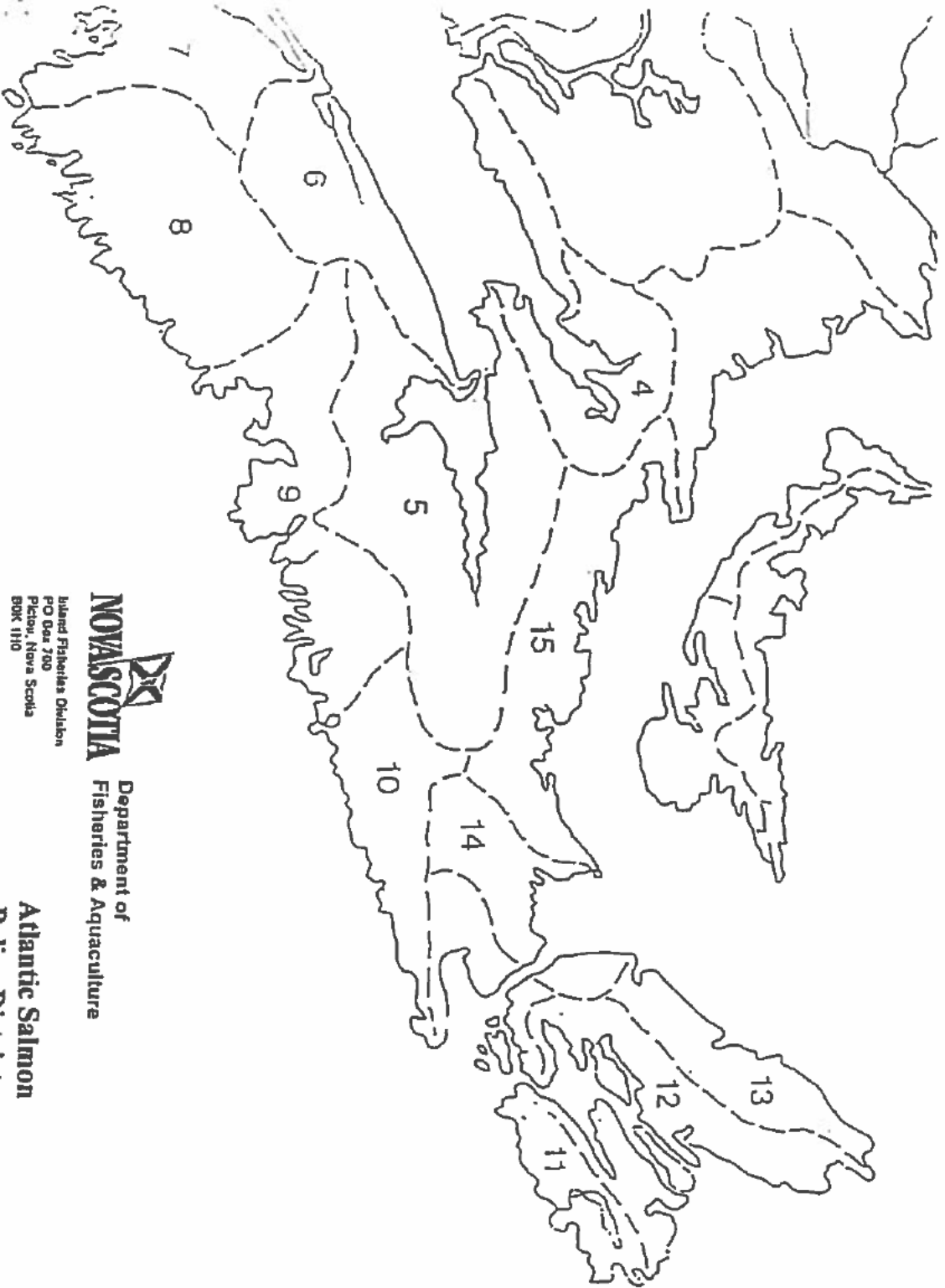
Districts will include all drainage basins entering the sea between the indicated end points.




NOVASCOTIA Department of
Fisheries & Aquaculture

Inland Fisheries Division
P.O. Box 700
Pictou, Nova Scotia
B0K 1H0

**Atlantic Salmon
Policy Districts**




NOVASCOTIA
Department of
Fisheries & Aquaculture

Island Fisheries Division
P.O. Box 700
Pictou, Nova Scotia
Box 1110

**Atlantic Salmon
Policy Districts**

NOVA SCOTIA DEPARTMENT OF AGRICULTURE & FISHERIES

INLAND DIVISION

TABLE OF PERMITTED USES OF ATLANTIC SALMON IN NOVA SCOTIA

DISTRICT NUMBER	A SEA RANCHING	B ENCLOSED SYSTEM	C CAGE CULTURE NON-TIDAL	D CAGE CULTURE TIDAL	E OPEN CULTURE	F CLOSED FARM/FISHOUT	G PUT & TAKE	H SELF-SUSTAINING
4	NO	YES	(YES)	(YES)	(YES)	(YES)	(YES)	(YES)
5	NO	YES	(YES)	(YES)	(YES)	(YES)	(YES)	(YES)
6	NO	YES	(YES)	YES	(YES)	YES	(YES)	(YES)
7	NO	YES	(YES)	YES	(YES)	YES	(YES)	(YES)
8	NO	YES	(YES)	YES	(YES)	YES	(YES)	(YES)
9	NO	YES	(YES)	YES	(YES)	YES	(YES)	(YES)
10	NO	YES	(YES)	YES	(YES)	YES	(YES)	(YES)
11	NO	YES	(YES)	YES	(YES)	YES	(YES)	(YES)
12	NO	YES	(YES)	YES	(YES)	YES	(YES)	(YES)
13	NO	YES	(YES)	YES	(YES)	YES	(YES)	(YI-S)
14	NO	YES	(YES)	YES	(YES)	YES	(YES)	(YES)
15	NO	YES	(YES)	YES	(YES)	YES	(YES)	(YES)

Note: (YES) indicates selective approval only.

Schedule "D"

This Schedule sets out the Arctic Char Introduction Policy.



Department of Agriculture
& Fisheries
Inland Fisheries Division

PO Box 700
Pictou, Nova Scotia
B0K 1H0

Box: (902) 485-8268
Fax: (902) 485-4014
Email: inland@gov.ns.ca

CERTIFICATE OF COMPLIANCE - ARCTIC CHARR INTRODUCTIONS

This serves to attest that the proponent is in compliance with the "Policy for Arctic Charr Introduction" and is therein permitted to culture Arctic charr within the policy's conditions, in the facility indicated on the site inspection report.

CERTIFICATE NO.: 2005-03

PROPONENT'S NAME: PAUL MERLIN

COMPANY NAME: MERLIN FISH FARM,
Advocate Harbour site


AQUACULTURE LICENCE NO.:

ADDRESS: R.R. # 2 Wentworth Valley
Cumberland County, N.S.
B0M 1Z0

TELEPHONE: (902) 548-2687

SITE INSPECTION: DATE/REPORT NO.: Nov. 2, 2005/05-03

DEPARTMENT INSPECTOR: Cecil Rankin

DEPARTMENTAL AUTHORIZATION: 

DATE OF AUTHORIZATION: Nov. 4, 2005

Visit our Website:
<http://www.gov.ns.ca/ifad>



N.S. POLICY FOR ARCTIC CHAR INTRODUCTION

INTRODUCTION

This policy statement outlines the position of the Province of Nova Scotia on Arctic Char (*Salvelinus alpinus*) introductions in Nova Scotia.

Arctic Char are not a native species in Nova Scotia; however, they may become an important species for the aquaculture industry.

This policy takes into consideration concerns regarding the implications for native stocks, recreational fishery management practices and the requirements of the aquaculture industry.

Applications for the introduction of Arctic Char in districts where selective approval is required will be referred to the Nova Scotia Introductions and Transfers Committee. This committee has representatives from D.F.O. and the Nova Scotia Department of Fisheries and Aquaculture.

DEFINITION OF TECHNIQUES FOR ARCTIC CHAR INTRODUCTION

A. SEA RANCHING:

The deliberate release of fish into the sea for feeding at large, followed by the subsequent recapture by the proponent, usually at or near the release site. No natural regeneration in rivers is sought. The use of this technique for arctic char introductions is not permitted in Nova Scotia.

B. TOTALLY ENCLOSED SYSTEM:

A man-made fish rearing facility often involving the recirculation of water, which would normally be contained within four walls and which would be designed such that accidental escape, unauthorized transfer or disease introduction to natural waters would be impossible. Facilities most likely to qualify as enclosed systems would be laboratories and aquaria. This technique is permitted in Nova Scotia.

JAN 1999

C. CAGE CULTURE (tidal waters):

Netting, plastic, or wire mesh enclosures (in brackish or salt water) where fish are held throughout their growth period to market size. Recapture of escaped fish within 100 meters of the cage is permitted subject to the provisions of the Fisheries Act and the Nova Scotia Aquaculture Act.

D. CAGE CULTURE (non-tidal water):

Netting, plastic, or wire mesh enclosures in freshwater where fish are held throughout their growth period to market size. Recapture of escaped fish within 100 meters of the cages is permitted subject to the provisions of the Fisheries Act and the Nova Scotia Aquaculture Act.

E. FRESHWATER FISH CULTURE:

A fish culture facility at which Arctic char are incubated and/or reared in ponds, raceways or other types of enclosures. Sites should meet the following criteria:

- a) preferably only one water inlet or outlet to natural waters, never more than two of each;
- b) inlets will be adequately screened or of sufficient head-drop and/or velocity to prevent fish passage at all water levels;
- c) triple screens with 2-25 mm mesh size (according to size of fish) and with increasing height shall be installed at each outlet so that extreme flooding will not top them. Two millimeter mesh size is mandatory for operations using fry or small fingerlings. Screens shall be spaced so that plugging one and/or two will not allow the fish to escape over the screen three and so that fish and debris may be cleaned from the sumps between the screens;
- d) Site topography and intakes must be such that extreme stream conditions will not flood the facilities, thereby releasing fish.

F. PUT-&-TAKE LAKE STOCKING:

The annual stocking, either for immediate recapture or growth and capture, of lakes and ponds from which escape is deemed likely.

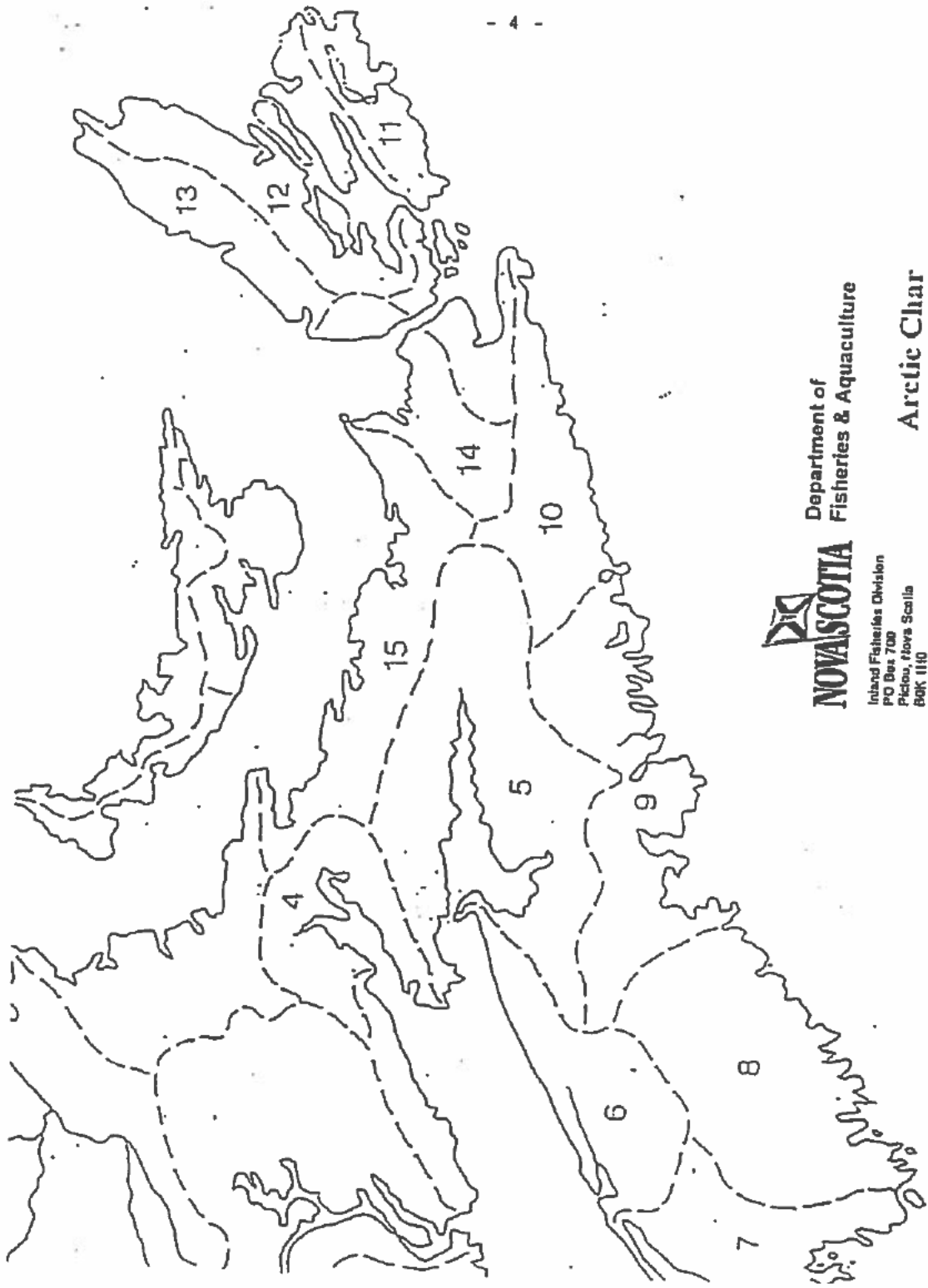
G. SELF-SUSTAINING STOCKING:

The introduction of regenerating Arctic char stocks by a short period (2-4 years) of plantings, usually from a common stock source.

DISTRICT NO.	DISTRICT NAME	COASTAL END POINTS
4	Chignecto Bay	C. Enrage to C. Chignecto
5	Minas Basin	C. Chignecto to C. Split
6	Fundy Nova	C. Split to Gulliver Point
7	Gulf Nova	Gulliver Point to Cape Sable
8	South Atlantic Nova	Cape Sable to P. Enrage
9	Halifax	Point Enrage to Taylor Head (Spry Harbour)
10	Southeast Nova	Taylor Head to Cape Canso
11	Atlantic Cape Breton	Cape Canso to Cape Perce
12	Bras d'Or Central	Cape Perce to Cape North
13	Gulf Cape Breton	Cape North to Cape Linzee
14	George Bay	Cape Linzee to Cape George
15	Northumberland South	Cape George to Cape Tormentine

Districts will include all drainage basins entering the sea between the indicated end points.

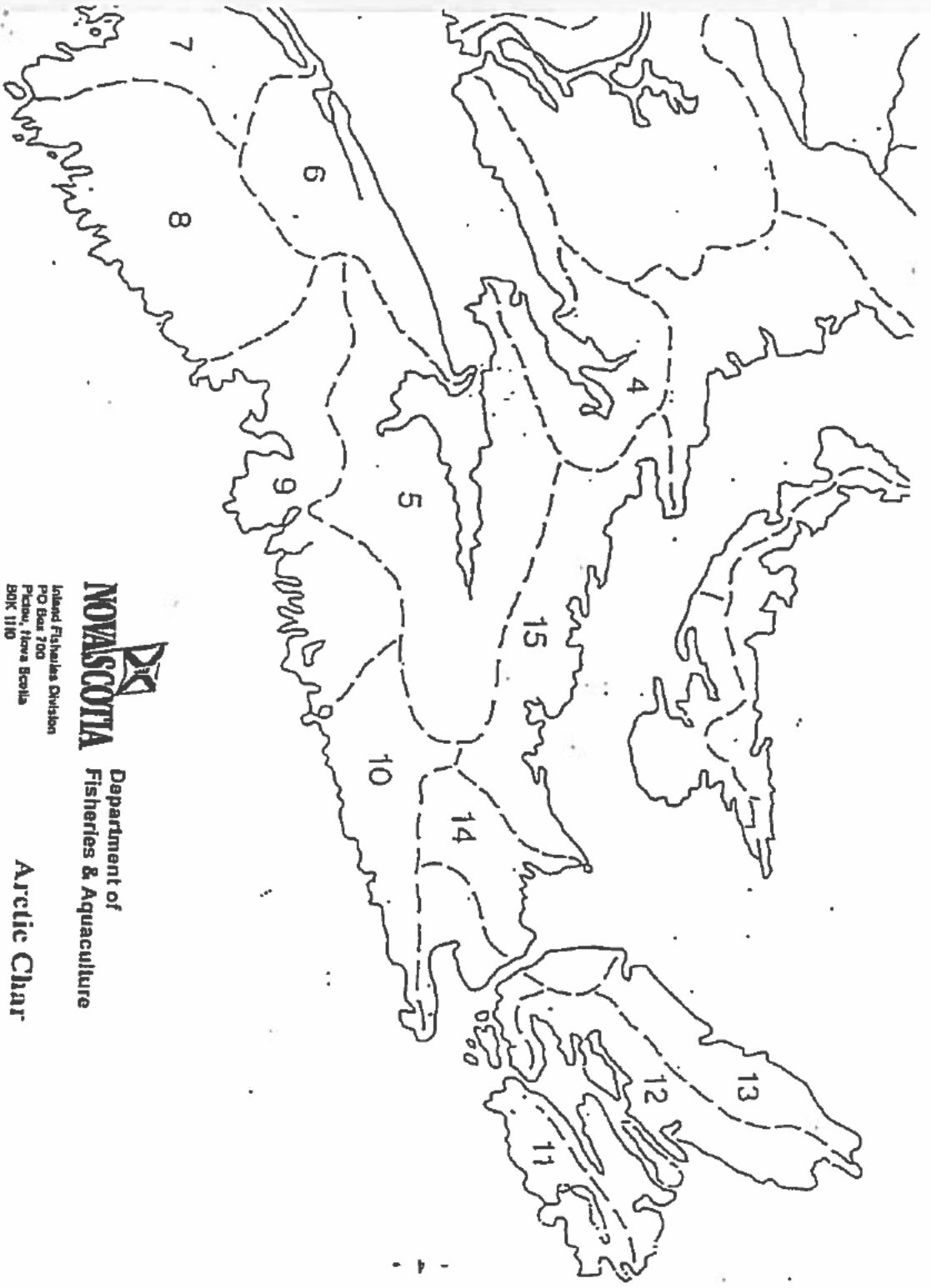
JAN 1999




NOVASCOTIA
Department of
Fisheries & Aquaculture

Inland Fisheries Division
PO Box 700
Pictou, Nova Scotia
B0K 1H0

**Arctic Char
Policy Districts**




NOVASCOTIA Department of
Fisheries & Aquaculture

Island Fisheries Division
P.O. Box 700
Pictou, Nova Scotia
B0K 1J0

**Arctic Char
Policy Districts**

NOVA SCOTIA DEPARTMENT OF FISHERIES & AQUACULTURE
TABLE OF PERMITTED USES ARCTIC CHAR IN NOVA SCOTIA

- A. Sea ranching will not be permitted in any district.
- B. Enclosed systems are permitted in all districts.
- NO - Use not permitted.
- (YES) - Indicates selective approval only.
- YES - Approved Use.

DISTRICT NUMBER	C CAGE CULTURE TIDAL	D CAGE CULTURE NON-TIDAL	E FRESH WATER FISH CULTURE	F PUT & TAKE	G SELF-SUSTAINING
4	(YES)	(YES)	(YES)	NO	NO
5	(YES)	(YES)	(YES)	NO	NO
6	(YES)	(YES)	(YES)	NO	NO
7	(YES)	(YES)	(YES)	NO	NO
8	(YES)	(YES)	(YES)	NO	NO
9	(YES)	(YES)	(YES)	NO	NO
10	(YES)	(YES)	(YES)	NO	NO
11	(YES)	(YES)	(YES)	NO	NO
12	(YES)	(YES)	(YES)	NO	NO
13	(YES)	(YES)	(YES)	NO	NO
14	(YES)	(YES)	(YES)	NO	NO
15	(YES)	(YES)	(YES)	NO	NO

JAN 1999