

This licence made in duplicate the 15<sup>th</sup> day of November, 2022,

**BETWEEN:**

**HIS MAJESTY THE KING**, 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 -

KENNETH FRASER  
PO BOX 619  
WESTVILLE, NS  
B0K 2A0

hereinafter referred to as "**the Licensee**"

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 licenses and aquaculture leases;

**AND WHEREAS** pursuant to the Act the Licensee was issued Aquaculture Licence No. 1368 on November 21, 2012 for a term of ten years from October 15, 2012 to October 15, 2022 authorizing the bottom cultivation of American oyster (*Crassostrea virginica*) and Bay quahog (*Mercenaria mercenaria*);

**AND WHEREAS** pursuant to the Act the Licence was amended on August 12, 2021 to permit the bottom cultivation with gear and suspended cultivation methods, on a certain portion of the licence;

**AND WHEREAS** the Licensee wishes to renew aquaculture Licence No. 1368;

**NOW THEREFORE**, in consideration of the mutual covenants and agreements herein and the sum of \$1.00 and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), the Parties agree as follows:

1. The Administrator hereby grants to the Licensee a licence to use a 4.86 hectare area located in the body of waters known as Merigomish Harbour, Pictou County, more particularly described in Schedule "A" attached to and forming part of this Agreement (the "site") for the bottom cultivation without gear, suspended cultivation and bottom cultivation with gear on a certain portion of the licence of American oyster (*Crassostrea virginica*) and Bay quahog, (*Mercenaria mercenaria*).
2. The term of this licence shall be for ten years from October 15, 2022, to October 14, 2032, with the right of renewal, in accordance with the terms of the Act and the Regulations.
3. The Licensee 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 Licensee 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 Licensee is responsible for confirming any undertakings and ensuring compliance with them.
5. The Licensee 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 Licensee is responsible for confirming any licensing requirements and ensuring compliance with them.
6. This licence must not be assigned without the written approval of the Administrator. If the Licensee is a corporation, any change in the right to control the corporation shall be deemed to be an assignment.
7. In the event that the Licensee 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 His Majesty the King in right of the Province of Nova Scotia ("His Majesty") to claim for damages.
8. The Licensee 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.
9. This licence does not include any rights as to minerals in or on the site.
10. The Licensee 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 Licensee's use and the productivity of the site.
11. Following the completion of a performance review, in accordance with the Regulations, of the aquaculture 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.
12. The Licensee is hereby prohibited from using the site in any way that would interfere with other licensed 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 licensed facilities, the Administrator may revoke this licence without compensation.
14. The Administrator may revoke this licence without advance notice or compensation if the Licensee is found by a court of competent jurisdiction to be in violation of any law of the Province or Canada relating to fishery activities.
15. If the Licensee 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 His Majesty, for which His Majesty shall have a first priority charge on the aquacultural produce within the site.
16. If the Licensee 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.

17. Should it become necessary for His Majesty to expropriate the Licensee'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 Licensee 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.
18. 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 Licensee must notify the Administrator of any change of address within thirty (30) days.
19. 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 Licensee for aquaculture purposes. The Minister 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.
20. This licence shall be subject to the laws of the Province of Nova Scotia and the parties hereby agree to attorn to its courts.
21. 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**  
in the presence of

**HIS MAJESTY THE KING**  
in right of the Province of Nova Scotia, as  
represented by the Administrator, Nova Scotia  
Department of Fisheries and Aquaculture

[Redacted Signature]

[Redacted Signature]

Witness

Administrator, Nova Scotia Department  
of Fisheries and Aquaculture

[Redacted Signature]

[Redacted Signature]

Witness

Kenneth R./Fraser

## **Schedule "B"**

This Schedule sets out any undertakings required of the Licensee:

The Licensee undertakes to the following:

1. The Licensee shall submit an annual report (in addition to Annual Productions Statistics) dealing with the enhancement efforts. The details and format of the report shall be determined by agreement with the Nova Scotia Department of Fisheries and Aquaculture and the Licensee. The report shall include information such as the following:
  - a. Stock assessment;
  - b. Broodstock manipulations;
  - c. Seed collection activities;
  - d. Predator control activities; and
  - e. Other information may be required.

# SCHEDULE A



## Aquaculture Site

### 1368

Corner	Latitude	Longitude
1	45° 37' 33.472"	-62° 27' 49.349"
2	45° 37' 35.283"	-62° 27' 38.860"
3	45° 37' 39.462"	-62° 27' 31.211"
Centre	45° 37' 33.843"	-62° 27' 37.737"
TC1	45° 37' 33.680"	-62° 27' 48.144"
TC10	45° 37' 33.540"	-62° 27' 36.590"
TC2	45° 37' 34.456"	-62° 27' 43.595"
TC3	45° 37' 35.207"	-62° 27' 39.254"
TC4	45° 37' 33.217"	-62° 27' 37.432"
TC5	45° 37' 31.723"	-62° 27' 45.025"
TC6	45° 37' 35.512"	-62° 27' 38.443"
TC7	45° 37' 37.146"	-62° 27' 35.487"
TC8	45° 37' 38.852"	-62° 27' 32.318"
TC9	45° 37' 35.534"	-62° 27' 31.070"

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



License/Lease Holder	County	Waterbody	Hectares	Species Type	Culture Type	Chart
Kenneth R Fraser	Pictou	Merigomish Harbour	4.86	Shellfish	Suspended Culture and Bottom Culture with Gear	4445

Renewal Application  
 Other Issued Lease  
 Other Proposed Application  
 Issued Experimental



**Disclaimer**  
This map should not be used for navigation or legal purposes. It is intended for general reference use only.

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License/Lease Holder: Kenneth R Fraser  
 County: Pictou  
 Waterbody: Merrimish Harbour  
 Hectares: 4.86  
 Species Type: Shellfish  
 Culture Type: Suspended Culture and Bottom Culture with Gear  
 Chart: 4445

Renewal Application  
 TC Approved Area



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 Date: 2022-07-08  
 Created By: MK