

This licence made in duplicate this 14<sup>th</sup> day of June, 20 16.

**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 -

BIG FALLS FISH GROWERS LIMITED  
1165 BLACK RIVER ROAD, RR #1  
WOLFVILLE, NS B4P 2R1

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. 1028 on March 10, 2011 for a term of four years, five months from February 10, 2011 to June 30, 2015;

**AND WHEREAS** the Licencee wishes to renew aquaculture Licence No. 1028;

**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 *Salmo salar* (Atlantic salmon), *Oncorhynchus mykiss* (Rainbow trout), *Salvelinus alpinus* (Arctic char), *Salvelinus fontinalis* (Brook trout), and *Morone saxatilis* (Striped bass) at a landbased facility located in Black River Lake, Kings County, more particularly described in Schedule "A" and as described in Licence Agreement with Nova Scotia Power Inc. described in Schedule "B" attached to and forming part of this Agreement (the "site").
2. The term of this licence shall be for ten years commencing on the 30<sup>th</sup> of June, 2015 to the 30<sup>th</sup> of June, 2025 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. 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.

6. This Licencee agrees to comply with the Atlantic Salmon Introduction Policy contained in Schedule "F" attached to and forming part of this licence. In accordance with said Schedule "F", the Licencee's certificate number is 2006-01.
7. This Licencee agrees to comply with the Arctic Char Introduction Policy contained in Schedule "G" attached to and forming part of this licence. In accordance with said Schedule "G", the Licencee's certificate number is 2006-04.
8. This Licencee agrees to comply with the Rainbow Trout Introduction Policy contained in Schedule "H" attached to and forming part of this licence. In accordance with said Schedule "H", the Licencee's certificate number is 2006-11.
9. 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.
10. 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.
11. 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.
12. 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.
13. The Licencee is hereby prohibited from using the site in any way that would interfere with other licenced aquaculture operations.
14. 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.
15. 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.
16. 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.
17. 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.
18. 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.
19. 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.

- 20. 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.
- 21. 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.
- 22. This licence shall be subject to the laws of the Province of Nova Scotia and the parties hereby agree to attorn to its courts.
- 23. 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

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

[Redacted signature]

Witness

) [Redacted signature]  
) \_\_\_\_\_  
) Administrator - Nova Scotia Department  
) of Fisheries and Aquaculture  
)  
)  
)  
)  
)



\_\_\_\_\_  
Witness [Redacted signature]

) Big Falls Fish Growers Limited  
) Per:  
) [Redacted signature]  
) \_\_\_\_\_  
) Roger Hammond  
)  
)  
)  
)  
)



## GPS COORDINATE INFORMATION SHEET

Application #: 1028  
Applicant: Big Falls Fish Growers Ltd.  
Location: Black River Lake County: Kings  
Dimensions of site: Fish Hatchery

**Approximate Coordinates of Application:**

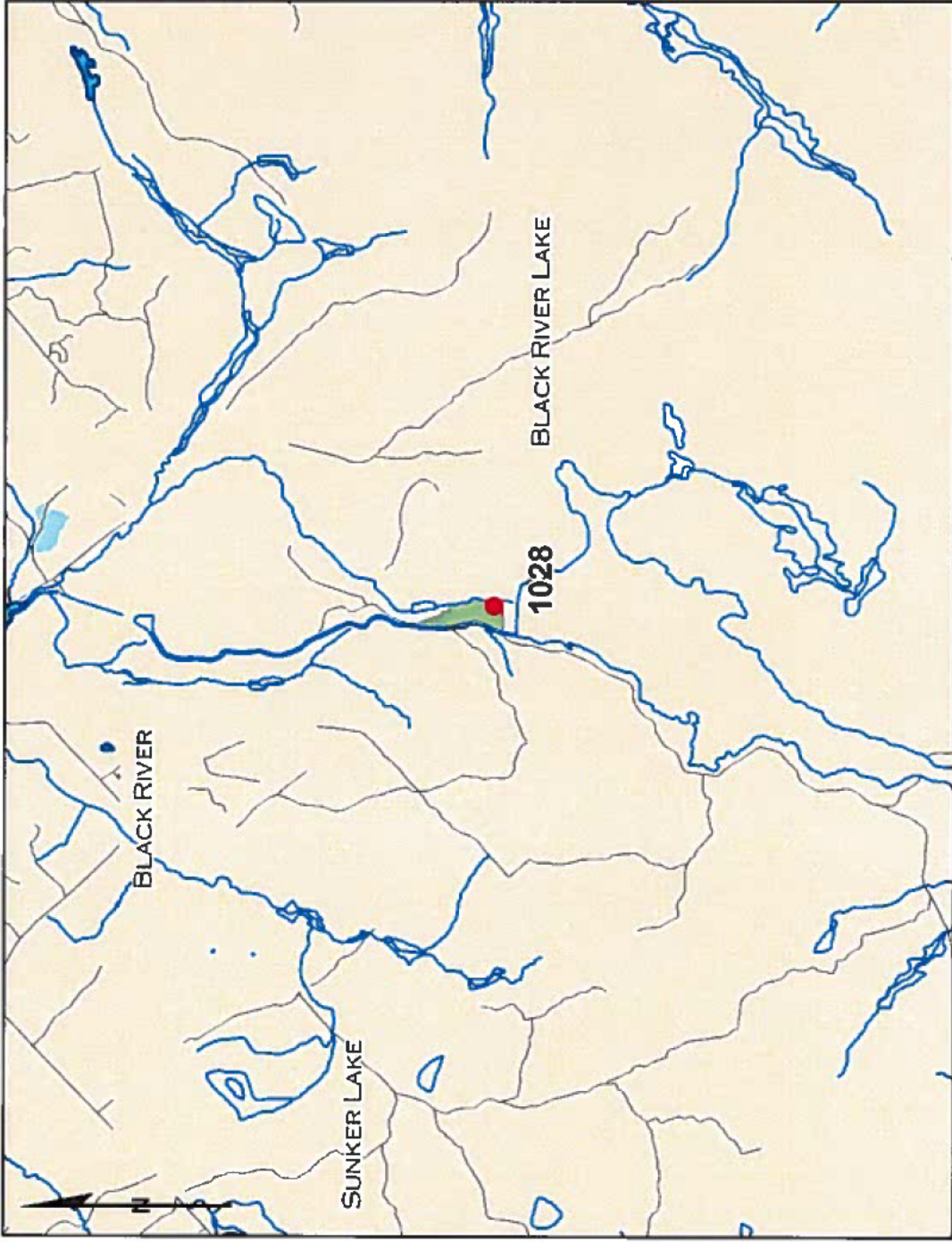
Datum used: NAD 83  
Centre coordinates (approx.) Lat. 44° 58' 46.20"  
Long. -64° 22' 36.60"

NOTE: COORDINATES ARE NOT TAKEN FROM A LEGAL SURVEY



**Aquaculture Site:**  
**1028**

Center  
Lat 44° 58' 46 20" Long -64° 22' 36.60"  
  
Datum NAD 83  
the above coordinates  
are not from a legal survey



**Application Information**

Proponent: Big Falls Fish Growers Ltd.  
Site Location: Black River Lake  
Dimensions: N/A  
Area: N/A

**Legend**

- Fish Hatchery
- License Holder Property
- Lake
- Road

Chart No.  
N/A

**NOVA SCOTIA**  
Fisheries and Aquaculture

**Disclaimer**

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

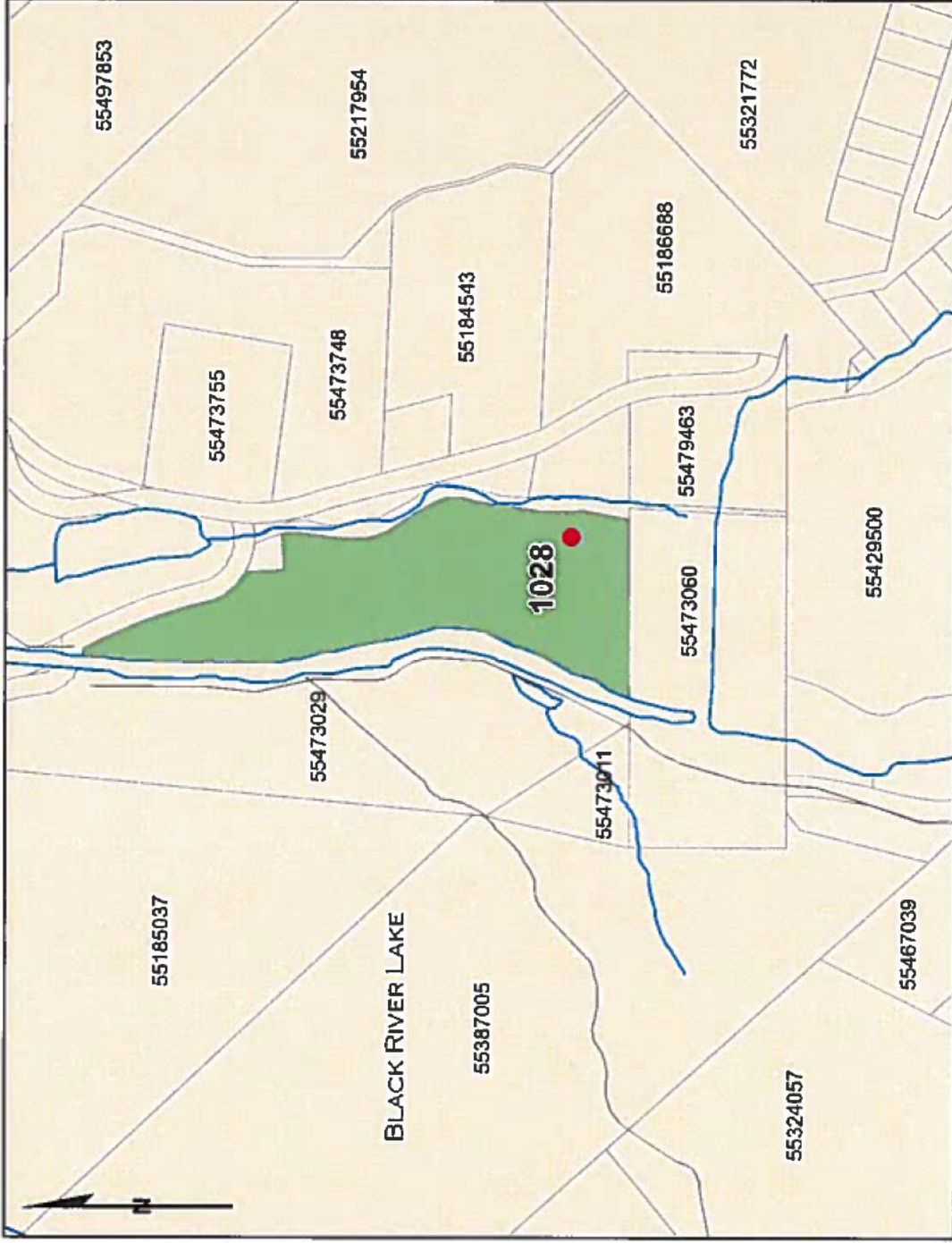
MK-1028-FEB-2016



**Aquaculture Site:  
1028**

Center  
Lat 44° 58' 46.20" Long -64° 22' 36.60"

Datum NAD 83  
the above coordinates  
are not from a legal survey



**Application Information**

Proponent: Big Falls Fish Growers Ltd.  
Site Location: Black River Lake  
Dimensions: N/A  
Area: N/A

● Fish Hatchery  
 Road  
 Property Boundary  
 License Holder Property  
 Lake

Chart No.  
N/A

**NOVA SCOTIA**  
fisheries and Aquaculture

**Disclaimer**

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MK-1028-FEB-2016

## Schedule "B"

THIS EXTENSION, AMENDING AND ACKNOWLEDGMENT AGREEMENT made as of the  
9 day of ~~September~~, 2015.  
December

BETWEEN:

NOVA SCOTIA POWER INCORPORATED, a body corporate

("NSPI")

-and-

BIG FALLS FISH GROWERS LIMITED, a body corporate

(the "Licensee")

WHEREAS:

- A. The Licensee and NSPI entered into an Agreement dated November 18, 2010, effective July 1, 2008 (the "Agreement");
- B. The term of the Agreement is set to expire on June 30, 2015; and
- C. The Licensee and NSPI have mutually agreed to (i) extend the term of the Agreement; (ii) amend the Agreement; and (iii) make certain acknowledgments with respect to the Agreement as set out in this Extension, Amending and Acknowledgment Agreement.

NOW THEREFORE THIS AGREEMENT WITNESSETH that, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. The Agreement is hereby amended by extending the Date of Expiration to June 30, 2020 (the "Amended Date of Expiration").
2. The Agreement is hereby amended by increasing the License Fee to Two Thousand Six Hundred Twenty-Five Dollars (\$2,625.00) per month from July 1, 2015 through to June 30, 2018, and to Two Thousand Seven Hundred Dollars (\$2,700.00) per month from July 1, 2018 through to June 30, 2020.
3. Either party may extend the Agreement for an additional five (5) years from the Amended Date of Expiration (the "Extended Term") subject to the following terms:
  - (a) The License Fee during the Extended Term is to be negotiated between the Parties in good faith; and
  - (b) After negotiating in good faith, if the Parties cannot agree on the applicable License Fee for the Extended Term within ninety (90) days of commencement of the Extended Term, the Parties agree that a License Fee will be set in accordance with Section 4 of this Extension, Amending, and Acknowledgment Agreement (Dispute Resolution).

Received

14 JAN. 2016

Fisheries and Aquaculture  
Shelburne, NS

4. The Agreement is hereby amended by including the following as Section 10:

**10. Dispute Resolution**

- (a) In the event of a dispute in connection with this Agreement, a senior officer of the Licensee and NSPI shall promptly meet to discuss and resolve the dispute and the Parties shall have ten (10) days to resolve the dispute (or five (5) days if either Party notifies the other Party that the matter requires urgent resolution).
  - (b) Unless the Parties agree otherwise, in the event resolution cannot be achieved then such dispute or difference shall be referred to mandatory and binding arbitration pursuant to the provisions of the *Commercial Arbitration Act* (Nova Scotia). The arbitration shall be conducted by a single arbitrator agreed upon by the Parties. If the single arbitrator cannot be agreed upon, either Party may apply under the *Commercial Arbitration Act* (Nova Scotia) for judicial appointment of the single arbitrator. In respect of any arbitration to be conducted pursuant to this clause, the following rules shall apply:
    - (i) The arbitration shall be conducted in English;
    - (ii) The arbitration shall be conducted in the Halifax Regional Municipality;
    - (iii) No such arbitrator shall have previously been employed by either Party and shall not have a direct or indirect interest in either Party or the subject matter of the arbitration;
    - (iv) The cost of the arbitration, excluding a Party's legal fees and disbursements shall, unless otherwise ordered by the arbitrator or the panel, be borne equally by the Parties; and
    - (v) The award of the arbitrator shall be final and binding upon the Parties with no right of appeal, whether as to fact, law, or mixed fact and law, and shall be enforceable by them in any court of competent jurisdiction.
5. The Agreement is hereby amended by including the following as Section 5(w) (Rights and Obligations – Licensee):
- (w) The Licensee shall replace any and all above-ground storage tanks situate on the Lands and/or forming part of the Aquaculture Facility (the "Storage Tanks") by October 31, 2016 in accordance with any and all applicable laws, regulations, guidelines, and Environmental Obligations, and Licensee's failure to replace the Storage Tanks by October 31, 2016 shall constitute an event of default in accordance with Section 7(a) of this Agreement.
6. The Parties hereby agree and acknowledge that any and all Licensee obligations pursuant to the Agreement with respect to the Letter of Credit and Letter of Guarantee have been satisfied by Licensee in full, effective as of the date of this Extension, Amending and Acknowledgment Agreement.
7. Except as specifically amended herein, the Agreement continues in full force and effect, unamended.



8. This Extension, Amending, and Acknowledgment Agreement shall be governed by and construed in accordance with the laws of the Province of Nova Scotia and the laws of Canada applicable therein.
9. All capitalized terms utilized in this Extension, Amending, and Acknowledgment Agreement shall, unless otherwise defined herein, have the meanings ascribed thereto in the Agreement.
10. This Extension, Amending, and Acknowledgment Agreement shall enure to the benefit of and be binding upon the Parties and their respective successors and assigns.
11. This Extension, Amending, and Acknowledgment Agreement may be executed and delivered by the Parties in counterparts, each of which when so executed and delivered shall be deemed to be an original and when taken together shall be deemed to be one and the same instrument. The electronic delivery, including, without limitation, by email or facsimile transmission, of any signed original of this Extension, Amending, and Acknowledgment Agreement shall be the same as the delivery of an original.
12. In the event of a conflict between any provision of the Agreement and this Extension, Amending, and Acknowledgment Agreement, the provisions of this Extension, Amending, and Acknowledgment Agreement shall prevail.

**[Remainder is intentionally left blank. Execution page follows.]**

This Extension, Amending, and Acknowledgment Agreement executed by the Parties as of the day and year first above written.

**BIG FALLS FISH GROWERS LIMITED**

per: 

**NOVA SCOTIA POWER INCORPORATED**

per: 

Name: **Jason Penney**  
Title: **Director, Procurement & Real Estate**

### **Schedule "C"**

This Schedule sets out any undertakings required of the Licencee.

The Licencee undertakes to do

- 1) The Licensee must operate and maintain a fish containment system (FCS) in accordance with the FCS Standard Operating Procedures and agreed upon specifications by the Department of Fisheries and Oceans (DFO), Nova Scotia Department of Fisheries and Aquaculture (NSDFA) and the Licensee as described in the attached Schedule "D" and associated amendments in correspondence from Kevin Siddall as Schedule "E.
- 2) Maintenance logs must be maintained and be made available by the Licensee for adults by DFO and NSDFA upon notification. The Licencee must allow for site inspections to be performed by DFO and NSDFA on a periodic basis.

Schedule "D"

**Big Falls Fish Growers Ltd.  
Fish Containment System  
Standard Operating Procedures**

Company personnel shall carry out the following duties/procedures to ensure the Fish Containment System (FCS) is properly monitored and maintained on a regular basis; all screening within the FCS are cleaned and replaced as required, and: an FCS Log (Schedule B) will be kept and maintained to record the above activities as well as numbers of dead and live fish retrieved within the FCS.

**Monitoring:** Monitoring the operation of the system shall be incorporated into the normal routine facility checks or 'walkabouts' personnel perform throughout the day. Such checks usually occur every 60-90 minutes but for recording purposes the AM, noon and evening checks will be noted. Dates and times of this activity shall be recorded in the FCS Log and observations noted. Such observations shall include, but not be limited to, the dates and times of screen mesh size changes and anything out of the ordinary such as heavy rainfall events and presence of leaves on screens, etc.. Entries shall be initialled.

**Screen Cleaning:** Screen cleaning within the FCS shall be incorporated into the regular morning and evening pond field screen-cleaning, or with greater frequency if required. Cleaning shall be carried out by personnel entering the structure and cleaning the screens using company scrub-brushes. Screens shall be kept in place during the procedure. If circumstances are such that manual cleaning appears ineffective a mechanical means of cleaning, such as a high-pressure back-wash system will be incorporated. Dates and times of this activity will be recorded in the FCS Log and observations noted. Entries will be initialled.

**Maintenance:** Maintenance shall be performed on the FCS as required and such maintenance shall be documented in the FCS Log. Entries will include dates and times of the activity as well as a description of the work done. Screen changes, with the replacement screen size and the average fish size at the time of the change, will be noted. Entries will be initialled.

Fish Retrieval : In circumstances where fish are found in the FCS, staff will immediately check the pond field for the source of these fish and make any necessary repairs. All fish, living or dead, shall be retrieved from the FCS as soon as they are observed. Dead fish shall be counted, put in proper company 'mort' buckets and disposed of in the following manner: amounts of fish not exceeding the capacity of the company freezer shall be frozen and disposed of during regular garbage pick-ups. Amounts of fish exceeding the capacity of the company freezer shall be transported to Scott's Rendering Plant, Canard, NS. Live fish contained within the FCS shall be seined, counted and returned to the pond field. The counts of fish, alive and dead, will be recorded in the FCS Log. The date and time of the activity will also be recorded as well as any observations made. Entries will be initialled.

Notification of Escape / Fish Recovery Plan: In the unlikely event of a fish escapement from both the pond field and the FCS, a notification / recovery contingency plan will be triggered. Upon discovery of the escape, staff will identify the cause of the loss and ensure the problem is resolved. Personnel will then notify management (if not present) and key, pre-determined contacts. There will be emergency contact numbers on the FCS log for quick reference; notification will include NSDAF and DFO. Staff will then deploy containment/recapture nets at the pre-determined, most effective locations down-stream. The locations where the containment seine nets will be deployed will be immediately upstream of the road culvert located approximately 1000 feet downstream from the FCS location (see attached diagram (1)), and a second containment seine net deployed at the outflow of the millpond (see attached diagram (2)). These actions would prevent fish from entering Black River Brook, commencing below the said millpond. Seines currently on-site at the hatchery will be utilized as containment nets in such an event. Inland Fisheries Division, NSDAF, will be requested to aid in the recovery of the contained, escaped fish by deploying electro-seining equipment and technicians to the location forthwith. Hatchery personnel will be made available to aid the technicians in the fish recovery. Recovered fish will be handled as described in the Fish Retrieval section.

Audits: Log records and access to the FCS will be provided at the request of regulatory personnel.

**Big Falls Fish Growers Ltd.**  
**Fish Containment System**

**Log**

Date	Time Monitored	% clogging (1-10)	Screen cleaned (y/n)	Maintenance performed	Retrieval of live fish (#)	Retrieval of dead fish (#)	Initials	Observations *

\* General observations / comments may include: heavy rainfall events, equipment maintenance or failure

*Emergency Contacts in the event of an escapement:* NSAF: Marshall Giles 902-424-3664  
DFO: Darrell Harris 902-426-3231

Schedule "E"

**BIG FALLS FISH  
GROWERS LTD.**



1185 Black River Road  
R.R.#1 Wolfville, NS B4P 2R1  
Phone/Fax: (902) 542-3336  
E-mail: bigfalls@ns.sympatico.ca

May 18, 2003

VIA FAX AND MAIL

Mr. Cyril Boudreau  
Development Officer  
NS Dept. Of Agriculture and Fisheries  
Box 2223  
Halifax, NS  
B3J 3C4

Dear Cyril:

RE: Amendment Request for Aquaculture Licence #1028

In response to your letter of May 8, 2003, we submit the following as per the Committee's requests for further information and/or clarification:

Written Documentation of Changes to the Design of the FCS:

On January 27, 2003, we met with our engineer, [redacted] and [redacted] at the hatchery and all agreed to the following changes in the design of the fish containment system:  
-- three sizes of screening, 1/8", 1/4", and 1/2", would be utilized depending on the smallest fish on-site (recommended by P. Hubley); and  
-- the distance between the double screens would be changed from 12" to 36" to allow for easier access for cleaning, maintenance, etc.

To address the changes formally, we suggest that Note 8 on Page 1 of 2 of the FCS schematics (dated Oct. 22, 2002) be changed, and considered, to read as follows:

" There shall be double full-height (4') end screens to be stainless steel or aluminum. The distance between said screens shall be 3'. All other screens can be iron or galvanized iron and perforated, flattened-expanded or wedge wire (not flexible screens such as plastic, wire mesh, and hardware cloth). The size of the screen openings depends upon the size of the fish in the pondfield:

- 1/8" for two-month old fry (when fry first introduced to the outside pond field);
- 1/4" for fingerlings; and
- 1/2" for smolt.

The end screens will be fixed to prevent accidental displacement but able to be removed when required."

The schematic describing Note 8 on Page 1 of 2 shall also be disregarded. The construction contractor shall be apprised of the changes and be told to adhere to the anchoring instructions described in said schematic however.

**Notification of Fish Escape / Fish Recovery Plan:**

We suggest that the following be inserted after the sentence ending with "... locations downstream":

" The locations where the containment seine nets will be deployed will be immediately upstream of the road culvert located approximately 1000' downstream from the FCS location (see (1) on attached diagram), and a second containment seine net deployed at the outflow of the millpond (see (2) on attached diagram). These actions would prevent fish from entering Black River Brook, commencing below the said millpond. Seines currently on-site at the hatchery and quite capable of performing as containment nets will be utilized in such an event.

Inland Fisheries Division, NSDAF, will be requested to aid in the recovery of the escaped but contained fish by deploying electro-seining equipment and technicians to the location forthwith. Hatchery personnel will be made available to aid the technicians in the recovery of the fish."

We believe it prudent to have only the DFO and NSDAF emergency contact numbers. We are the primary source of immediate downstream water. NSPI has no influence on such waters and could not help us much in such an event.

We agree to the items italicized and the proposed conditions of licence as outlined and we appreciate the committee's understanding concerning our timeline constraints related to the 30-day trial period.

We hope that the information provided has been useful and will finalize the application for the licence amendment we are seeking. We also feel it necessary to stress once again the importance with both government and business working with the biology and calendar of the animal we are dealing with, and to that end ask that the amendment be approved as fast as the wheels will allow.

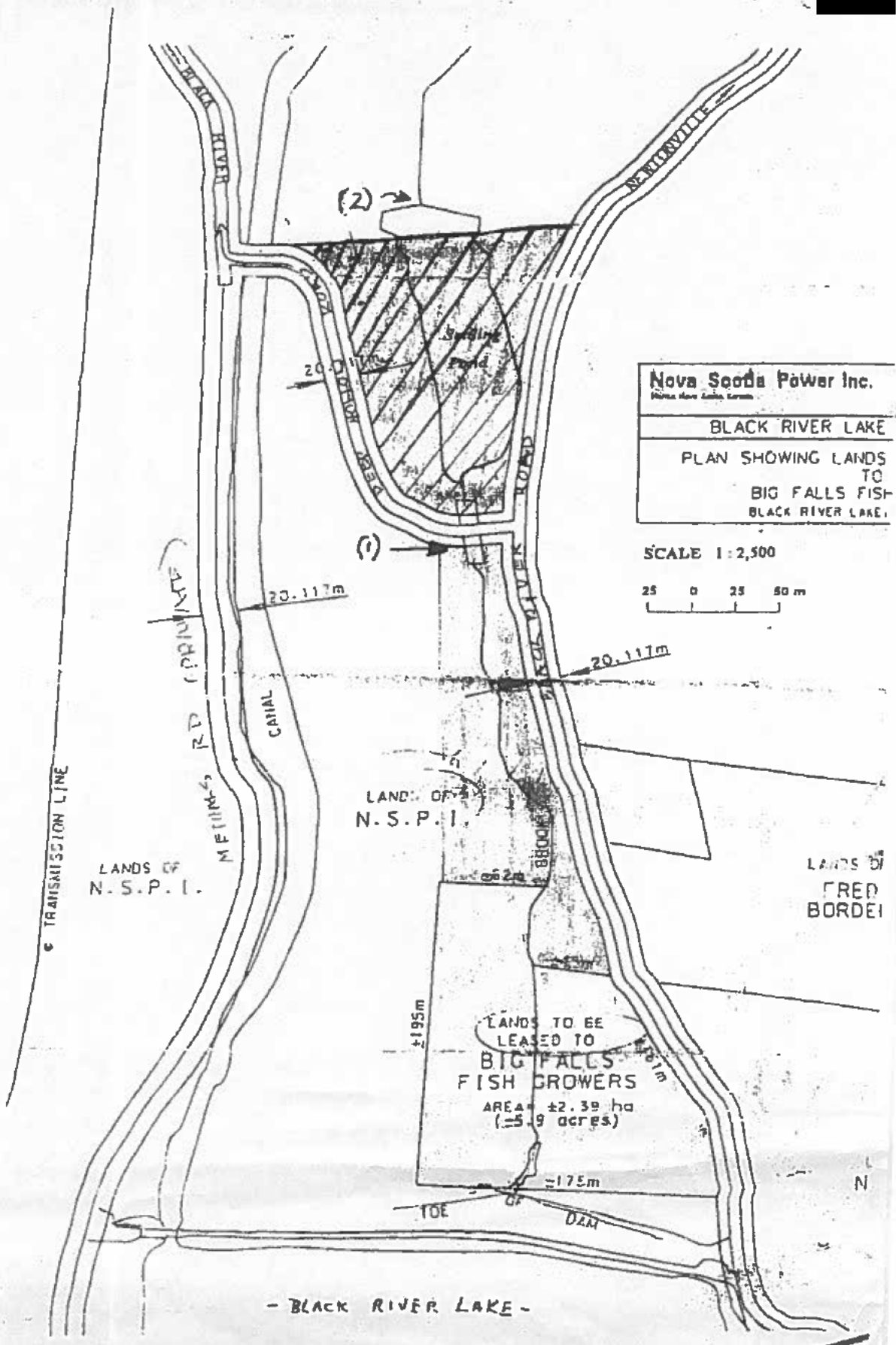
Best Regards,



c.c. Mr. Darrell Harris, DFO



Scm 26/96



**Nova Scotia Power Inc.**  
 (Print Name and Logo Here)

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**BLACK RIVER LAKE**

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PLAN SHOWING LANDS  
 TO  
 BIG FALLS FISH  
 BLACK RIVER LAKE.

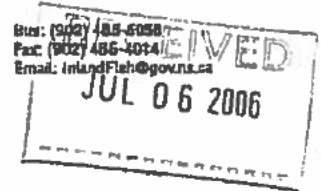
SCALE 1:2,500

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Department Of Agriculture  
& Fisheries  
Inland Fisheries Division

PO Box 700  
Pictou, Nova Scotia  
B0K 1H0



**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.: 2006-01**

PROPONENT'S NAME:

COMPANY NAME:

**BIG FALLS FISH GROWERS LTD.**

AQUACULTURE LICENCE NO.:

ADDRESS:

**R.R. # 1  
Wolfville, N.S.  
B4P 2R1**

TELEPHONE:

**(902) 542-3336**

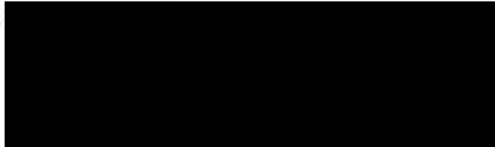
SITE INSPECTION: DATE/REPORT NO.:

**June 23/06 - 06-01**

DEPARTMENT INSPECTOR:

**Bill Whitman**

DEPARTMENTAL AUTHORIZATION:



DATE OF AUTHORIZATION:

**20/06/06**

Visit our Website:  
[www.gov.ns.ca/naaf/sportfishing](http://www.gov.ns.ca/naaf/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.

<b>DISTRICT NO.</b>	<b>DISTRICT NAME</b>	<b>COASTAL END POINTS</b>
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.

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- SUSTAININ G
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)	(YES)
14	NO	YES	(YES)	YES	(YES)	YES	(YES)	(YES)
15	NO	YES	(YES)	YES	(YES)	YES	(YES)	(YES)

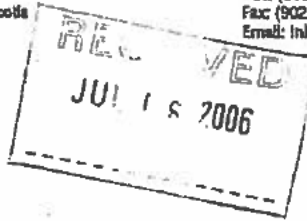
Note: (YES) indicates selective approval only.



Department Of Agriculture  
& Fisheries  
Inland Fisheries Division

PO Box 700  
Pictou, Nova Scotia  
B9K 1H0

Site: (902) 485-5058  
Fax: (902) 485-4014  
Email: InlandFish@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.: 2006-04**

**PROPONENT'S NAME:**

**COMPANY NAME:**

**BIG FALLS FISH GROWERS LTD.**

**AQUACULTURE LICENCE NO.:**

**ADDRESS:**

**R.R. # 1  
Wolfville, N.S.  
B4P 2R1**

**TELEPHONE:**

**(902) 542-3336**

**SITE INSPECTION: DATE/REPORT NO.:**

**June 23, 2006/06-04**

**DEPARTMENT INSPECTOR:**

**Bill Whitman**

**DEPARTMENTAL AUTHORIZATION:**



**DATE OF AUTHORIZATION:**

**29/09/06**

Visit our Website:  
[www.gov.ns.ca/nsat/sportfishing](http://www.gov.ns.ca/nsat/sportfishing)



Department of  
Fisheries & Aquaculture

Inland Fisheries Division

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## 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 cages 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 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 fish to escape over 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.

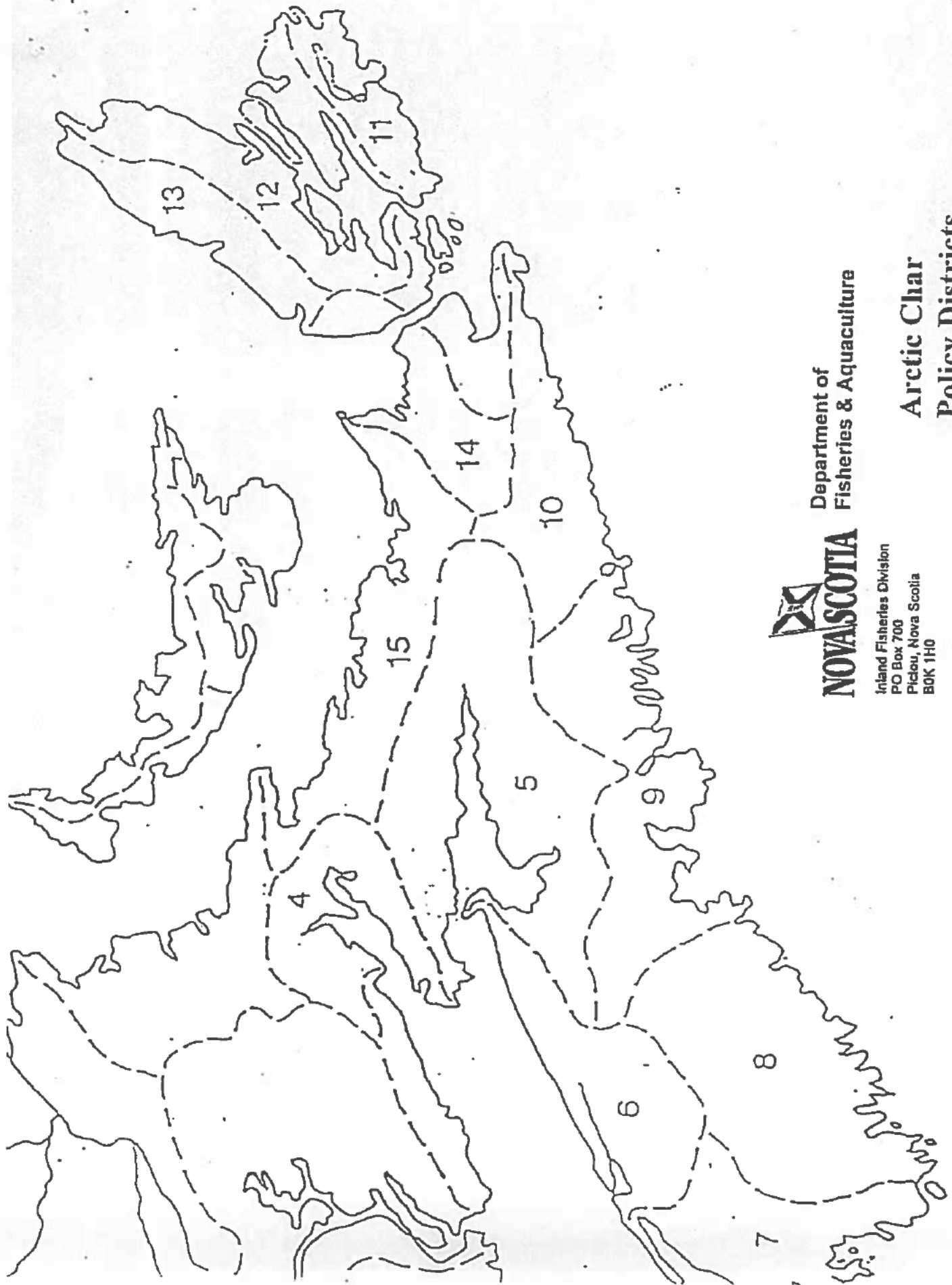
**G. SELF-SUSTAINING STOCKING:**

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



Department of  
Fisheries & Aquaculture

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

Arctic Char  
Policy Districts

**NOVA SCOTIA DEPARTMENT OF FISHERIES & AQUACULTURE**  
**TABLE OF PERMITTED USES ARCTIC CILAR 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.

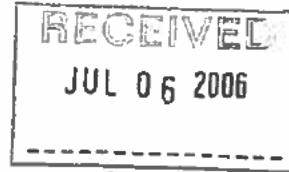
DISTRICT NUMBER	<u>C</u> CAGE CULTURE TIDAL	<u>D</u> CAGE CULTURE NON-TIDAL	<u>E</u> FRESH WATER FISH CULTURE	<u>F</u> PUT & TAKE	<u>G</u> SELF-SUSTAINING
4	(YES)	(YES)	(YES)	NO	NO
5	(YES)	(YES)	(YES)	NO	NO
6	(YES)	(YES)	(YES)	NO	NO
7	(YES)	(YES)	(YES)	NO	NO
8	(YES)	(YES)	(YES)	NO	NO
9	(YES)	(YES)	(YES)	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



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Email: InlandFish@gov.ns.ca



**CERTIFICATE OF COMPLIANCE - RAINBOW TROUT INTRODUCTIONS**

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

**CERTIFICATE NO.: 2006 - 11**

PROPONENT'S NAME:

COMPANY NAME:

BIG FALLS FISH GROWERS LTD.

ADDRESS:

R.R. # 1  
Wolfville, N.S.  
B4P 2R1

TELEPHONE:

(902) 542-3336

SITE INSPECTION: DATE/REPORT NO.:

June 23, 2006/06-11

DEPARTMENT INSPECTOR:

Bill Whitman

TECHNIQUE OF INTRODUCTION:

E DISTRICT NO. 5

DEPARTMENTAL AUTHORIZATION:



DATE OF AUTHORIZATION:

26/06/06



## N.S. POLICY FOR RAINBOW TROUT INTRODUCTION

### INTRODUCTION

This policy statement outlines the position of the Province of Nova Scotia on Rainbow Trout (Oncorhynchus mykiss) introductions in Nova Scotia.

Rainbow trout are not a native species in Nova Scotia. Introduced to the Province in 1899, rainbow trout have become a popular sport fish and 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 introduction of Rainbow Trout in districts where selective approval is required will be referred to the Department of Fisheries and Oceans Introductions and Transfers Committee. This committee has representatives from D.F.O. and the Nova Scotia Department of Fisheries.

### DEFINITIONS OF TECHNIQUES FOR RAINBOW TROUT INTRODUCTIONS

#### 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 rainbow trout 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.



C. Cage Culture - Tidal Waters

Netting, plastic, or wire mesh enclosures (in brackish or saltwater) 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.

D. Cage Culture - Non-Tidal Waters

Netting, plastic or wire mesh enclosure 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 where rainbow trout are incubated and/or reared in ponds, raceways or other types of enclosures. Sites should meet the following criteria:

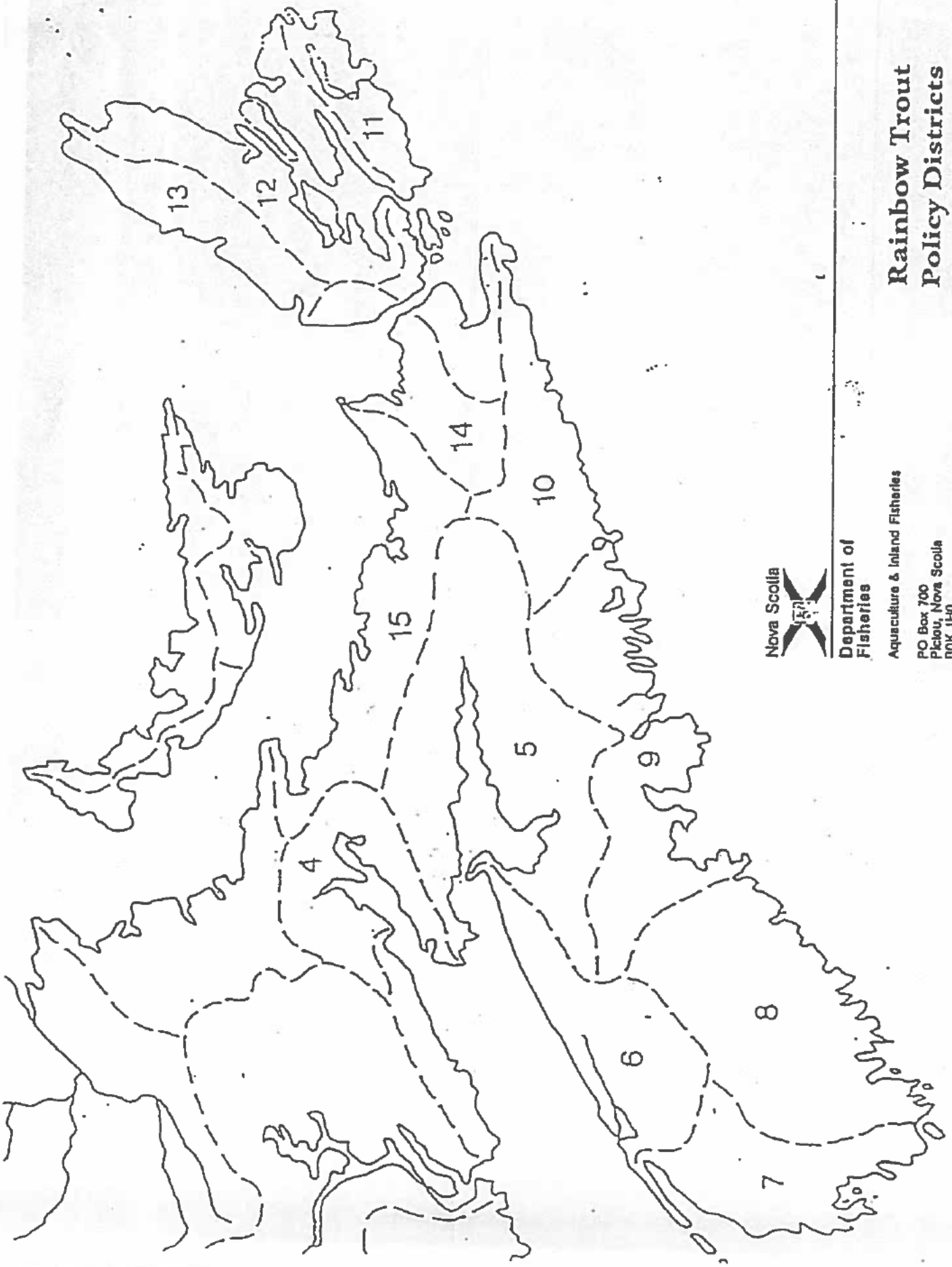
- a) preferably only one water inlet or outlet to natural waters, never more than two of each;
- b) inlets will be adequately screened or of sufficient head-drop and/or velocity to prevent fish passage at all water levels;
- c) triple screens with 2- 25 mm mesh size (according to size of fish) and with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

F. Put and 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 Rainbow trout stocks by a short period (2-4 years) of plantings, usually from a common stock source.



Department of  
Fisheries

Aquaculture & Inland Fisheries

PO Box 700  
Pictou, Nova Scotia  
B0K 1H0

## Rainbow Trout Policy Districts



Nova Scotia Department of Fisheries

Aquaculture & Inland Division

**TABLE OF PERMITTED USES OF RAINBOW TROUT IN NOVA SCOTIA**

A. Sea ranching will not be permitted in any district. B. Enclosed systems are permitted in all districts.

District Number	C Cage Culture (Tidal)	D Cage Culture (Non-tidal)	E Freshwater Fish Culture	F Put & Take	G Self-sustaining
4	YES	(YES)	YES	YES	(YES)
5	(YES)	(YES)	YES	(YES)	NO
6	YES	(YES)	YES	YES	(YES)
7	YES	(YES)	YES	(YES)	(YES)
8	YES	(YES)	(YES)	(YES)	NO
9	YES	(YES)	YES	YES	(YES)
10	(YES)	(YES)	(YES)	(YES)	NO
11	YES	YES	YES	YES	YES
12	YES	YES	YES	YES	YES
13	(YES)	(YES)	(YES)	(YES)	NO
14	YES	(YES)	YES	(YES)	(YES)
15	YES	(YES)	(YES)	(YES)	NO

NO - Use not permitted

YES - Approved use

(YES) - Selective approval only

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

AMENDMENT TO LICENCE

THIS INDENTURE made in duplicate the 16<sup>th</sup> day of December, 2024,

**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 -

**WHI GENERAL PARTNER INCORPORATED**  
PO BOX 149, 150 RESERVATION ROAD  
WHYCOCOMAGH, NS  
B0E 3M0

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 amend existing aquaculture licences and aquaculture leases;

**AND WHEREAS** on June 14, 2016, Aquaculture Licence No. 1028 was issued to BIG FALLS FISH GROWERS LIMITED for a term of ten years from June 30, 2015, to June 30, 2025;

**AND WHEREAS** pursuant to the Act, on November 23, 2017, Aquaculture Licence No. 1028 was assigned to WE'KOQMA'Q HATCHERY LIMITED;

**AND WHEREAS** as a matter of administrative clarity, on March 31, 2019, the licence holder name WHI GENERAL PARTNER INCORPORATED was substituted for the licence holder name WE'KOQMA'Q HATCHERY LIMITED;

**AND WHEREAS** a request was received to change the Licence holder name to the incorporated company WFN FISH FARM LIMITED PARTNERSHIP;

**AND WHEREAS** the Parties agree that as a matter of administrative clarity, it would be appropriate to substitute the licence holder name WHI GENERAL PARTNER INCORPORATED, for the corporate name, WFN FISH FARM LIMITED PARTNERSHIP, in Aquaculture Licence No. 1028;

**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. Aquaculture Licence No. 1028 is hereby amended by replacing "BIG FALLS FISH GROWERS LIMITED" and "WE'KOQMA'Q HATCHERY LIMITED" and "WHI GENERAL PARTNER INCORPORATED" with "WFN FISH FARM LIMITED PARTNERSHIP" wherever it appears.
2. Except as expressly amended herein Licence No. 1028 shall remain unchanged in full force and effect.

**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



) WFN FISH FARM LIMITED PARTNERSHIP  
) Per:

