

STAFF REPORT

Planning and Development

Subject: *Application by the Maritime Oyster Company Limited to apply for a Development Agreement to enable a Marine Related Aquaculture Use on the property.*

To: Municipality of Argyle CAO and Planning Advisory Committee for July 15, 2021

Date Prepared: October 8, 2021

Related Motions: None

Prepared by: Jared Dalziel, LPP, MCIP, Senior Planner, WSP Canada Inc.

Reviewed by: Reid Shepherd, LPP, MCIP, Project Planner, WSP Canada Inc.

Summary

The Municipality has received a Development Agreement application from The Maritime Oyster Company Limited to enable a Marine Related - Aquaculture use along Highway 3, Eel Brook (PID 90110362).

The subject site is zoned Coastal Community (CC). The current Land Use By-law (LUB) permits indoor and outdoor aquaculture in heavy industrial, business park, community coastal industrial, and marine industrial zones. Staff are proposing a development agreement on the subject site (PID 90110362) to permit a shipping container on the property to be used for the grading of oysters prior to transfer.

Financial Impact Statement

There is no immediate financial impact aside from the typical public engagement process and staffing requirements resulting from the application.

Recommendation

That Council give second reading to the Development Agreement Application for the subject site along Highway 3 (PID 90110362) to allow for a Marine Related - Aquaculture use in the Coastal Community (CC) zone.

Recommended Motion

That Council:

- Give second reading and enter into a development agreement to allow for a Marine Related - Aquaculture use on PID 90110362;
- Require the agreement be signed by the property owner within one year, or any extension thereof granted by Council on request of the property owner, from the date of final approval by Council and any other bodies as necessary, including applicable appeal periods, whichever is later; otherwise this approval will be void and obligations arising hereunder shall be at an end.



Figure 1: Photo of subject site along Highway 3

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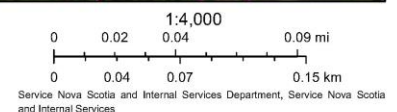
Background

The Maritime Oyster Company Limited has applied for a development agreement application to amend the Land Use By-law (LUB) to allow aquaculture on the subject property along Highway 3 (PID 90110362) to permit space for grading oysters from Eel Lake prior to transfer. The property is designated Coastal Communities in the Municipal Plan, and zoned Coastal Community (CC) in the Land Use Bylaw. Adjacent properties are also zoned Coastal Community (CC) Zone.

Staff are recommending that a development agreement application should be applied to the subject property. The subject property currently would be appropriate to allow for a marine related - aquaculture use of this low level of intensity.



Figure 2: Context Map of the Subject Property



Subject Property

The subject property is located along Highway 3 (PID 90110362) in Eel Brook. As illustrated on Figure 2, the total size of the subject property is approximately 1 acre. The subject site has a road frontage of approximately 125 m along Highway 3.

The subject property and surrounding area is zoned Coastal Community in the zoning map however, this area is not included in the Generalized Future Land Use Map (GFLUM). As shown on Figure 2, the subject property is currently vacant, undeveloped coastal community land. The applicant intends to maintain the Coastal Community (CC) zoning and apply for a development agreement.

Development Proposal

The major aspects of the applicant's proposal for the property fronting on Highway 3 (PID 90110362) include:



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- A shipping container for equipment storage, and grading of oysters, having dimensions of 20' x 8' and located a minimum horizontal setback of 3 m from the ordinary high-water mark of Eel Lake;
- Boat launch facilities, as approved by the Province, related to a marine related aquaculture use on Eel Lake; and
- There will be no delineated parking stalls but 1-2 vehicles on site while site is in use.

Note that the following matters are primarily regulated through the province:

- Boat ramps and changes below the ordinary high-water mark require Provincial approval. If the bank protection requires placement of material, or operation of machinery, below the ordinary high-water mark, you are required to obtain a permit from the Department of Natural Resources. The project may also be subject to review by the Department of Fisheries and Oceans (Canada).
- Driveway accesses on to Highway 3 requires approval by Nova Scotia Traffic and Active Transit.
- Activities on Eel Lake related to the oyster farm are subject to approval by the Department of Fisheries, and for which approval has previously been granted. The decision granting approval is attached in Appendix C for Planning Advisory Committee's information.

The Coastal Community Zone currently does not permit aquaculture and must go through a Development Agreement to amend the Land Use Bylaw to permit the proposed use.

Policy Analysis

Staff are currently reviewing the application based on the applicable policies contained in the Municipal Planning Strategy (MPS).

Staff are proposing a development agreement process to permit an aquaculture use on PID 90110362 along Highway 3 that is currently zoned Coastal Community (CC) Zone. Existing policies in the MPS allow Council to consider this development agreement without needing amendments to *Municipal Planning Strategy* policy as it is located in the Coastal Community (CC) designation. The development agreement of the subject site is enabled by Policy 3.3.7 of the MPS. As indicated in the *Municipal Government Act*, there is a right of appeal option for approval or refusal of the development agreement.

Attachment A contains the proposed development agreement that would apply to PID 90110362 along Highway 3 zoned Coastal Community (CC). Attachment B contains a preliminary table of the evaluative criteria from the enabling policies and corresponding comments from Staff. Attachment C contains additional supplemental information on the aquaculture permit.

Discussion

The surrounding properties along Highway 3 are currently zoned Coastal Community (CC). The Coastal Community (CC) designation recognizes that the surrounding land use will accommodate growth and development in a manner similar to the Rural Centres. A number of aquaculture operations currently exist surrounding Eel Lake.

The intent of the Coastal Community (CC) Zone is to accommodate an ample supply of diverse residential, commercial, institutional, recreational, agriculture, forestry, and light industrial uses. The lots immediately to the west and north of the subject site are currently occupied by a residential property, while all other lots adjacent to the subject site are vacant.

Staff feel the proposal is consistent with the intent of the Municipal Planning Strategy (MPS) based on the review of policies contained in the MPS, as indicated in more detail in Appendix B. The development agreement application seeks to maintain a "coastal community" zoning on the site fronting onto Highway 3, as per the intent of these lands with the Municipal Planning Strategy. The general intent of the MPS policy is to ensure that an ample supply of Coastal Community land is maintained, as well to ensure that new industrial operations are sited to minimize land use conflicts.

There are no current easements and agreements that exist on the subject property.



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Public Participation

Staff have complied with the Public Participation Policies of the Municipal Planning Strategy when processing this application. As per Section 206 of the *Municipal Government Act*, a public hearing is required for entering into a Development Agreement to hear input from the community. An advertisement outlining the application and indicating that it had been received and notifying the public of the public hearing was placed in the *VanGuard*.

Figure 3 illustrates the process followed by the Municipality for a Development Agreement Application. A newspaper advertisement was placed in the local newspaper, *VanGuard*, notifying the public of the application as well as for the public hearing. A sign was placed on the subject property on June 9th notifying residents that an application has been received by the Municipality. A notice of the application was also placed on the municipal website.

Staff have mailed out a notice of application to all property owners within 152 meters of the subject property and a public hearing will be held prior to the decision of Council.

Note that there is a right of appeal option for approval or refusal by Council for the adoption of a development agreement.

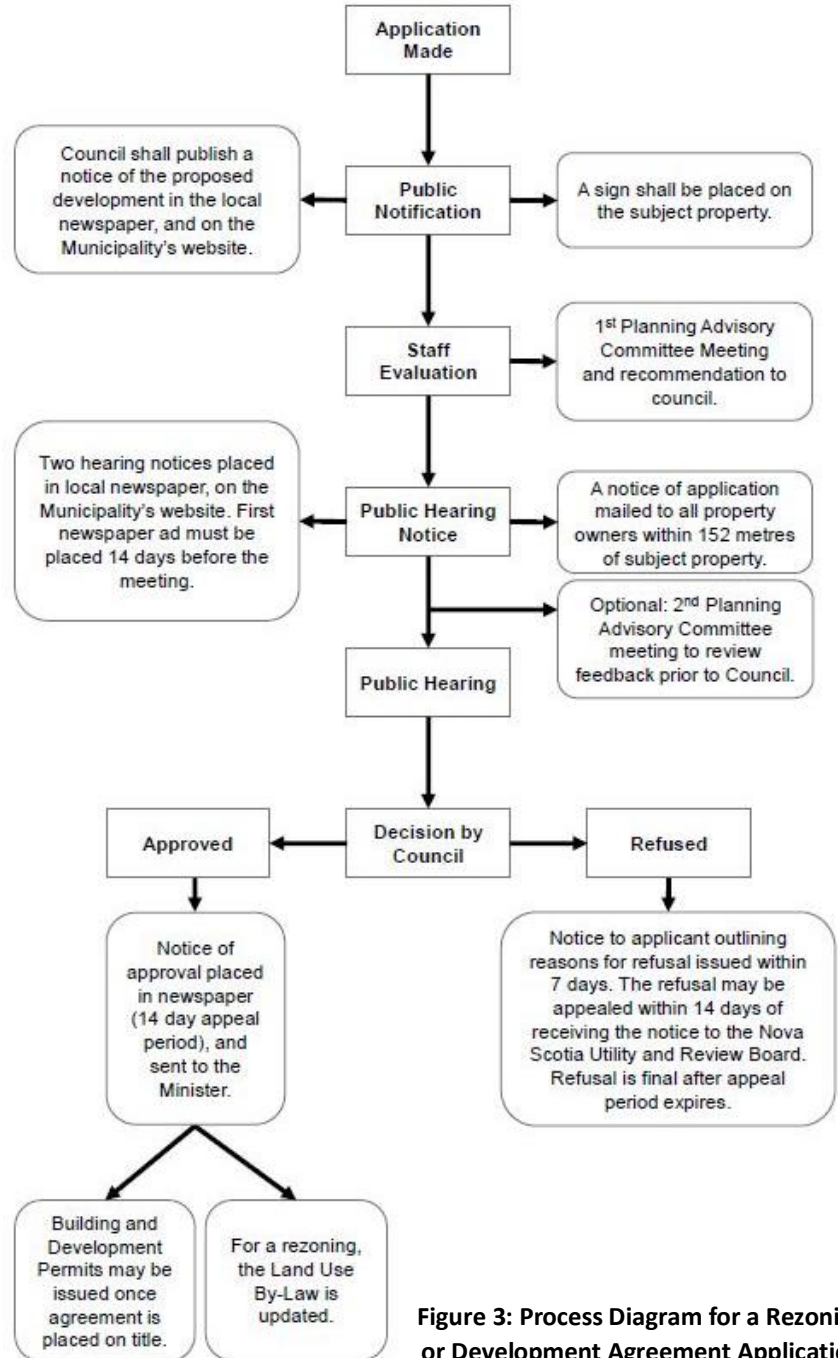


Figure 3: Process Diagram for a Rezoning or Development Agreement Application

Conclusion

Staff have completed their review of the application by The Maritime Oyster Company Limited to apply for a Development Agreement (DA) to allow for a Marine Related - Aquaculture use on the subject property along Highway 3 (PID 90110362) zoned Coastal Community (CC). WSP and Staff find the proposal to be consistent with the intent of the Municipal Planning Strategy (MPS) and are recommending Council approve the proposed development agreement.



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Recommendation

That Council give second reading and ultimately approve the Development Agreement Application of the subject site along Highway 3 (PID 90110362) to allow for a Marine Related - Aquaculture use in the Coastal Community (CC) zone.

Alternatives

1. Council may refuse the proposed Development Agreement, and in doing so, must provide reasons why the proposed development does not reasonably carry out the intent of the MPS. A decision of Council to refuse the proposed Development Agreement is appealable to the N.S. Utility & Review Board.



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Appendix A: Draft Proposed Development Agreement (DA)

DEVELOPMENT AGREEMENT

TO PERMIT A MARINE AQUACULTURE USE, PID No. 90110362

THIS AGREEMENT MADE THIS 12th DAY OF OCTOBER 2021

BETWEEN:

THE MARITIME OYSTER COMPANY LIMITED, of Argyle, Province of Nova Scotia
(hereinafter called the “Developers”)

OF THE FIRST PART

- and -

THE MUNICIPALITY OF THE DISTRICT OF ARGYLE, a body corporate
(hereinafter called the “Municipality”)

OF THE SECOND PART

WHEREAS the Developers have good title to lands situated on Highway 3 in Eel Brook, Nova Scotia and identified as PID number 90110362, and which said lands (hereinafter called the “Property”) is more particularly described in Schedule “A” of this Agreement;

AND WHEREAS pursuant to Policy 3.3.7 of the Municipality of the District of Argyle’s Municipal Planning Strategy the Developers have requested that a development agreement be entered into to permit the Property to be used for a provincially approved marine related aquaculture propose, hereinafter called the “Development”;

AND WHEREAS the Municipality, by a resolution of Council passed on the 12th day of October 2021 approved this Development Agreement to permit the Development.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the granting by the Municipality of the Development Agreement requested by the Developers, the Developers and the Municipality agree as follows:

PART 1: DEFINITIONS

For the Purpose of this Agreement, all other words shall carry their customary meaning except those defined under definitions in the Municipality of the District of Argyle's Land Use Bylaw, as amended from time to time.

PART 2: GENERAL REQUIREMENTS

- 2.1 Subject to the provisions of this Agreement, the Developers shall be bound by all bylaws and regulations of the Municipality as well as by any applicable provincial and federal statutes and regulations.
- 2.2 Notwithstanding Section 2.2, where the provisions of this Agreement conflict with those of any provincial or federal regulations, bylaws or codes, the more stringent requirements shall apply.
- 2.3 The Developers shall assume full responsibility for meeting all obligations and financial liabilities required to meet all federal, provincial, or municipal regulations, bylaws or codes in force at the present time, or any time in the future.
- 2.4 The Developers shall ensure that any structure permitted by this Agreement meets the requirements of the National Fire Code and the National Building Code.
- 2.5 The Schedules to this Agreement form part of this Agreement and are binding upon the Developers. Where a provision of a Schedule conflicts with the body of this Agreement, the body of this Agreement shall prevail.

PART 3: DEVELOPMENT OF THE PROPERTY

3.1 Land Use

- 3.1.1 Only the following uses shall be permitted on the Property:
 - a) all uses permitted in the underlying zoning, as per the requirements of the Municipality of the District of Argyle Land Use Bylaw, as amended from time to time, in addition to any other uses permitted by this agreement; and
 - b) an aquaculture use, specifically, a shipping container for storage and grading of oysters having dimensions equal or less than 8 metres by 3.5 metres and located a minimum horizontal setback of 3 m from the ordinary high-water mark of Eel Lake; and
 - c) private boat launch and mooring facilities, having dimensions equal or less than 8 metres by 3 metres, located above or having portions above the ordinary high-water mark, related to a marine related aquaculture use on Eel Lake; and
 - d) a private wharf, having dimensions equal or less than 9 metres by 3 metres, subject to provincial approval, potentially with portions above the ordinary high-water mark, related to a marine related aquaculture use on Eel Lake; and
 - e) other uses, signage, parking or loading areas accessory to the principal use as per the requirements of the Municipality of the District of Argyle Land Use Bylaw, as amended from time to time.
- 3.1.2 Except where specifically stated otherwise in this agreement, all provisions of the Land Use Bylaw of the Municipality of the District of Argyle, approved by Municipal Council as amended from time to time, shall apply to this development.
- 3.1.3 The Developers shall ensure that:
 - a) all structures are maintained in good repair and in a tidy, attractive and usable state;

- b) all lawns, trees, shrubs, parking areas, lighting systems, and other landscaping elements are maintained in a tidy, attractive and usable state free of unkempt matter of any kind;
- c) the Development shall not generate emissions such as noise, dust, radiation, odors, liquids, or light to the air, water, or ground so as to create a recognized health or safety hazard, or create a nuisance to the adjacent properties.

3.2 Development Permit

- 3.2.1 This development agreement shall be administered by the Development Officer as appointed by the Council of the Municipality of Argyle.
- 3.2.2 The development described in this agreement shall not be approved until the Development Officer has issued a development permit. In addition, the Development Officer shall not issue a development permit until:
 - a) Nova Scotia Department of Transportation and Active Transit has granted positive recommendation on all transportation issues within their responsibility and has given their approval if any is required.
 - b) Payment for all required permit fees, registration of the document at the Registry of Deeds, and costs associated with advertising and processing the application have been received by the Municipality.

3.3 Building and Site Requirements

- 3.3.1 **Municipal Services**
All on site servicing and connections to the Municipality's Sanitary Sewer Services by the Developers will be maintained in a manner that is satisfactory to the Municipality.
- 3.3.2 **Parking and Loading Areas**
 - a) The parking and loading areas shall be surfaced with asphalt, gravel, or similar hard surface materials.
 - b) The Developers shall be responsible for supplying, installing, and maintaining at the Developers' cost, directional and regulatory signage on the Property as required by the Municipality's Traffic Authority.
- 3.3.3 **Traffic and Vehicle Access**
Final design and location of all driveways, pedestrian walkways, and regulatory signage are subject to approval by the Provincial Traffic Authority.
- 3.3.4 All outdoor lighting shall be installed so as to reflect light away from adjacent properties. In order to preserve the night sky, the Developer is encouraged to use sensitive lighting which is orientated downward, is low wattage, energy efficient and minimizes glare.
- 3.3.5 **Operation and Maintenance of Property**
 - a) Any refuse, composting, or recycling container must be screened from public view and not situated within 6 m of any property abutting the development.
 - b) The Developers shall keep the Property free from litter and debris and shall provide litter (and recycling if provided) receptacles in appropriate and easily accessible locations and service, maintain, and empty the receptacles as required.

PART 4: VARIANCE

- 4.1 The Development Officer may grant a variance in the terms of this Agreement in accordance with Section 235 of the Municipal Government Act.

PART 5: AMENDMENTS

- 5.1 Any amendment to this agreement, whether substantive or otherwise, must be approved by both parties in writing.
- 5.2 The following shall be considered not substantive matters:
- a) the addition, removal or relocation of accessory buildings;
 - b) matters dealing with time limits noted in part 7 of this agreement; and
 - c) matters as noted in part 7, dealing with changes to permitted buildings or structures used for marine related aquaculture purposes.
- 5.3 Any unsubstantial amendment to either the terms of this agreement or to any Schedules shall be subject to the amendment procedures set out in the Municipal Government Act.
- 5.4 Substantial matters shall relate to any matter not identified as insubstantial in this Part or otherwise addressed in this Agreement. This Agreement may be amended in order to provide for substantial matters according to the Municipal Government Act.

PART 6: IMPLEMENTATION

- 6.1 Upon breach by the Developers of any of the terms or conditions of this Agreement, the Municipality may, after thirty days notice in writing to the Developers of the breach, enter the Property and perform any of the terms and conditions of this Agreement. It is agreed that all reasonable expenses arising out of the entry or the performance of the terms and conditions may be recovered from the Developers by direct suit and shall form a charge on the Property.
- 6.2 This Agreement shall be binding upon the Developers' assigns, mortgagees, lessees, successors and occupiers of the Property.
- 6.3 The Developers hereby certify that they are the sole owner of the Properties.
- 6.4 The Developers further certify that they have not disposed of any interest in the Property and there are no judgements, mortgages or other liens or encumbrances affecting the Property in addition to those described in this Agreement.
- 6.5 This Agreement shall be filed by the Municipality in the Land Registration Office at Bridgewater, Nova Scotia and shall form a charge or encumbrance upon the Property as described in Schedule "A" attached hereto.
- 6.6 The provisions of this Agreement are severable from one another and the invalidity or unenforceability of one provision shall not prejudice the validity or enforcement of any other provisions.
- 6.7 Upon completion of the Development, or after three (3) years from the date of approval of this Agreement, whichever time period is less, Council may review this agreement, in whole or in part, and may:
- a) retain the Agreement in its present form; or
 - b) discharge the Agreement on the condition that for those portions of the development that are

deemed complete by the Council, the Developer's rights hereunder are preserved and Council shall apply appropriate zoning pursuant to the Municipal Planning Strategy and Land Use Bylaw.

PART 7: TIMING

- 7.1 The Developers shall enter into this Agreement within one year of the Municipality of the District of Argyle's approval of this Agreement.
- 7.2 The Developers shall apply for any required development permits for the storage and sorting building within one year of entering into this Agreement.
- 7.3 If the Developers fails to conform to any of these specified time limits, or breaches any other term of this Agreement, this Agreement may be discharged by Council, with or without the concurrence of the property owner, and the lands will become subject to the Municipal Planning Strategy and Land Use Bylaw.

SCHEDULES

- A Legal description of property

IN WITNESS WHEREOF the parties hereto have executed these presents on the day and year first above written.

SIGNED, SEALED & DELIVERED

in the presence of:

)	<u>DEVELOPER</u>
)	
)	
_____)	_____
Witness)	Maritime Oyster Company Limited
)	
)	
)	<u>THE MUNICIPALITY OF THE DISTRICT OF</u>
)	<u>ARGYLE</u>
)	
_____)	_____
)	Chief Administrative Officer
)	
Witness)	

PROVINCE OF NOVA SCOTIA
COUNTY OF YARMOUTH

On this _____ day of September 2021, before me, the subscriber, personally came and appeared _____, a subscribing witness to the foregoing agreement, who having been by me duly sworn, made oath and said that the developer, one of the parties thereto, caused the same to be executed in their name in his/her presence.

A Barrister of the Supreme Court of Nova Scotia

PROVINCE OF NOVA SCOTIA
COUNTY OF YARMOUTH

On this _____ day of September 2021, before me, the subscriber, personally came and appeared _____, a subscribing witness to the foregoing agreement who having been by me duly sworn, made oath and said that the Municipality of the District of Argyle, a Municipal Body Corporate, duly affixed its Corporate Seal and executed by Mr. Alain Muise, its Chief Administrative Officer, its proper officers duly authorized in that behalf in his/her presence.

A Barrister of the Supreme Court of Nova Scotia

SCHEDULE "A"

PID 90110362

This agreement applies to property identified by PID 90110362 and further described by Plan filed at the Registry of Deeds Office for the registration district of Yarmouth in Bridgewater, Nova Scotia, registered under the *Land Registration Act*.



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Appendix B: Policy Evaluation

The proposal may be considered by Council through the following applicable policies of the Municipal Planning Strategy for Argyle (MPS):

<p>COASTAL COMMUNITY ZONE</p> <p>The mainland portion of the Coastal community including those inshore islands with connections to the mainland are primarily residential. Institutional, recreational, agricultural and forestry uses are dispersed among the communities and are a traditional element in built-up areas. The communities do have concerns about intensive livestock operations such as mink ranches, and for Heavy Industrial uses, which have potential to disrupt the quality-of-life of nearby residences.</p> <p>Council will designate all lands and islands within the Coastal Communities designation excluding the Marine Industrial and Coastal Wetlands designations as Coastal Communities (CC) on the Generalized Future Land Use Maps. Within this designation Council will accommodate a diversity of residential, commercial, institutional, recreational, agriculture, forestry, light industrial uses.</p>	
Applicable Policies	Staff Comments
<p>Policy 3.3.1: It shall be the policy of Council to designate sections of the mainland and all islands as Coastal Communities (CC) on the Generalized Future Land Use Maps to accommodate growth and development in a manner similar to the Rural Centres.</p>	<p>The subject property is with this designation and zone.</p>
<p>Policy 3.3.3: It shall be the policy of Council that the intent of the Coastal Communities (CC) designation and zone is to accommodate a wide range of residential, institutional, commercial, industrial, agricultural, recreational and utility uses.</p>	<p>The subject site is within this designation, and the proposed use of the site is aquaculture.</p>
<p>Policy 3.3.4: It shall be the policy of Council to establish a Coastal Community Industrial (CCI) Zone in the Coastal Communities designation in Land Use By-law to accommodate all existing Heavy Industrial Uses and their accessory uses.</p>	<p>N/A</p>
<p>Policy 3.3.7: It shall be the policy of Council that Council may consider the following uses by development agreement, pursuant to the requirements of Policy 13.14, in the Coastal Community (CC) Zone:</p> <p>f) Aquaculture (Indoor and Outdoor);</p> <p>i) Boat haul out.</p>	<p>The subject site is within this zone, and the proposed use of the site is aquaculture with boat ramp spaces.</p>
<p>Policy 8.6.4: It shall be the policy of Council to permit compatible Light Industrial uses in the Coastal Communities (CC) Zone, the Light Industrial (LI) Zone, the Business Park (BP) Zone, and the Rural Development (RD) Zone.</p>	<p>The proposed use of the land is relatively minimal and is primarily to provide access and storage related to activities on Eel Lake.</p>
<p>Policy 9.5.1: It shall be the policy of Council to support and encourage all local aquacultural initiatives, especially those involved in food production and farm market activities.</p>	<p>This policy directly supports the proposal.</p>



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<p>Policy 9.5.2: It shall be the policy of Council to support existing and new aquaculture uses in the Municipality and innovative aquaculture initiatives in the region.</p>	<p>This policy directly supports the proposal.</p>
<p>Policy 9.5.3: It shall be the policy of Council to ensure all aquaculture practices consider the impact on the natural environment and mitigate any risks of farmed species interacting with natural systems.</p>	<p>The proposed aquaculture use has approval from the Department of Fisheries.</p>
<p>To enter into development agreement pursuant to the Municipal Government Act on the terms and conditions set forth in this Municipal Planning Strategy and a development agreement shall:</p> <p>13.12.1 specify the development, expansion, alteration, or change in use permitted; and</p> <p>13.12.2 specify the conditions under which the development may occur; and</p> <p>13.12.3 set forth the terms by which Council may terminate the agreement.</p> <p>13.12.4 The provisions of the Land Use By-law shall prevail after discharge of any agreement.</p>	<p>The required provisions are contained in the draft development agreement.</p>
<p>Policy 13.14.4: That the proposal is not in conflict with Municipal or Provincial programs in effect in the Municipality; and that the proposal is not premature or inappropriate by reason of the:</p> <p>a) Financial ability of the Municipality to absorb costs related to the development; or</p> <p>b) Adequacy of sewer and water services, including fire flows and water pressure or the adequacy of the site for on-site services; or</p> <p>c) Creation or worsening of a pollution problem in the area such as but not limited to soil erosion and siltation of watercourses; or</p> <p>d) Adequacy of storm drainage and effects of alteration to drainage patterns, including the potential for creation of a flooding problem; or</p> <p>e) Suitability of the site regarding grades, soils and geological conditions, location of watercourses, marshes, bogs and swamps, and proximity to utility rights-of-way; or</p> <p>f) Adequacy and proximity of school, recreation and other community facilities; or</p> <p>g) Adequacy of road networks in, nearby, and leading to the development, regarding congestion and traffic hazards; and</p> <p>h) That the proposal provides adequate off-street parking to prevent congestion, nuisance and inconvenience in the area; and</p> <p>i) The hours of operation are appropriate for the neighbourhood; and</p> <p>j) That the primary architectural features of the proposal, including but not limited to bulk, scale, roof shape, building materials, exterior cladding and shape, and size and relationship of doors and windows, shall be visually compatible with nearby buildings in the case of a</p>	<p>a) No financial impacts are expected to the Municipality from the proposed development.</p> <p>b) Servicing to the site is adequate, on-site services will need to be determined as part of detailed design.</p> <p>c) No concerns are expected from the proposed development.</p> <p>d) No drainage concerns are expected from the proposed development.</p> <p>e) A portion of the rear of the site has marshy conditions, but the front portion of the property appears to be developable, excluding requirements for some easements.</p> <p>f) Subject site is not nearby to schools, recreation and other community facilities. This is preferable for this application.</p> <p>g) No significant impacts are expected to the transportation network from the proposed development. NSTAT will need to provide further detail on if this assumption is accurate.</p> <p>h) Room for two vehicles is proposed to be provided for parking.</p> <p>i) The operation is not expected to generate significant evening traffic.</p> <p>j) The proposed development's bulk is expected to be similar in size to nearby industrial developments.</p> <p>k) The proposed development is expected to be minimally intrusive.</p>



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<p>new building, or with the original building in the case of an addition; and</p> <p>k) That the proposal will not significantly alter the character or stability of the surrounding neighbourhood.</p>	
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Appendix C: Aquaculture Permit Information

Findings and Decision - Renewal Application of The Maritime Oyster Company Limited for AQ#1326

1. Overview:

On June 1, 2020, the Nova Scotia Department of Fisheries and Aquaculture (NSDFA) received an application from the Maritime Oyster Company Limited to renew Aquaculture Licence and Lease #1326 (AQ#1326), as described below:

Table 1. Description of Aquaculture Licence and Lease #1326

Type: Marine Shellfish	Size: 2.60 HA
Number: AQ#1326	Cultivation Method: Suspended shellfish method
Applicant: The Maritime Oyster Company Limited	Species: American oyster
Location: Eel Lake, Yarmouth County	Proposed Term: 10 year Licence/20 year Lease

2. History

AQ#1326 was first issued on December 8, 2010 for a ten-year term (December 2, 2010 to December 1, 2020). AQ#1326 was assigned from John Babin to the Maritime Oyster Company Limited on June 8, 2019.

3. Procedure

3.1 Performance Review

A performance review of the information submitted by the operator in support of their renewal application was completed. This review recommended that the site be renewed based on the technical and biological assessment. This performance review is required pursuant to Subsection 72(d) of the Aquaculture Licence and Lease Regulations and was completed on January 19, 2021.

3.2 Public Comment Period

Notice of the application for the renewal of AQ#1326 for the 30-day public comment period was published on NSDFA's website (<http://novascotia.ca/fish/aquaculture/public-information/>) for the period of September 3, 2020 to October 2, 2020. Notice of the application was also published in the Royal Gazette Part I on September 2, 9, 16, 23, and 30th.

3.3 Submissions

Zero submissions were received by NSDFA during the 30-day public comment period.

4. Factors to be considered

AQ#1326 is part of the operators two-site oyster farming operation in the Eel Lake area. The renewal plan indicates continued production is planned for this site and therefore resulting employment. Should the operator not operate the site as indicated, the Department's site utilization review procedures will be triggered. A review of the information submitted indicates that successful development of this site will have a positive impact on the local and provincial economy.

The performance review and subsequent public comment period did not note the presence of other fishery activities in the area of the site. There were no ecological concerns identified in the past performance of this site with respect to negative impacts on other fisheries. AQ#1326 is authorized to cultivate shellfish using suspended gear, and as such the gear must remain within the geographic boundaries of the site. Section 55 of the Licence and Lease Regulations requires an aquaculture licence holder to mark each of their sites in a manner determined by the Minister and keep each site marked during the term of their licence. Furthermore, AQ#1326 is required to maintain compliance with Transport Canada as it relates to Navigable Waters.

The Farm Operations section of the Farm Management Plan for AQ#1326 will require the operator to indicate how they will operate AQ#1326 in accordance with industry best practices with respect to maintaining the site in good order, the removal of decommissioned farm supplies and equipment, and the retrieval of gear or debris that has broken loose. Any complaints received by the Province of Nova Scotia specific to a particular aquaculture site, such as AQ#1326, are reviewed by Nova Scotia Environment, with appropriate follow-up and prescribed actions taken if necessary.

AQ#1326 is located in the nearshore environment of the southern portion of Eel Lake, approximately 50 metres from the shoreline. AQ#1326 is within approximately 250 metres of two additional shellfish aquaculture site (AQ#0911 - issued to Nolan d'Eon; AQ#1087 also currently issued to Maritime Oyster Company Limited). As such, the physical separation of AQ#1326 from the shoreline and neighboring aquaculture sites provides for multiple corridors within the area. AQ#1326 is one of four shellfish aquaculture sites located within Eel Lake. There is no evidence to suggest that the extent of existing aquaculture in the area has exceeded the carrying capacity of the area.

5. Decision

Based on the considerations above, Aquaculture Licence #1326 shall be renewed for a period of 10 years (December 2, 2020 to December 1, 2030) and Aquaculture Lease #1326 shall be renewed for a period of 20 years (December 2, 2020 to December 1, 2040).

The Licence and Lease documents shall be prepared in accordance with the standard operating documents of NSDFA, and shall be made publicly available subject to the provisions of the *Freedom of Information and Protection of Privacy Act*.

6. Conditions

In addition, the following condition shall apply:

The operator shall adhere to the following site marking requirements:

- a) mark all corners of the leased site with cautionary yellow buoys of a minimum of 60 cm in diameter;
- b) mark all corners of the leased bottom with a cement block or similar device of a weight sufficient to ensure the cement block or device remains in place at all times; and
- c) display the lease number at 1 corner of the leased area.



Robert Ceschiutti
Aquaculture Administrator
Nova Scotia Department of Fisheries and Aquaculture

February 12, 2021

Date