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- l) Unless specified otherwise in this Approval, all samples required to be collected by this Approval shall be collected, preserved and analysed, by qualified personnel, in accordance with recognized industry standards and procedures.
- m) Unless written approval is received otherwise from the Administrator, all samples required by this Approval shall be analysed by a laboratory that meets the requirements of the Department's "Policy on Acceptable Certification of Laboratories" as amended from time to time.
- n) The Approval Holder shall submit any monitoring results required by this Approval to the Department. Unless specified otherwise in this Approval, all monitoring results shall be submitted within 30 days following the month of monitoring.
- o) The Approval Holder shall ensure that this Approval, or a copy, is kept on Site at all times and that personnel directly involved in the watercourse alterations are made fully aware of the terms and conditions which pertain to this Approval.
- p) Failure to comply with the Terms and Conditions is an offence under the *Environment Act*.

**4.0 Covenant Conditions**

- a) The Approval Holder may alter the watercourse, or store water in any watercourse as authorized and, without limiting the generality of the foregoing, shall not alter or use the watercourse so as to:
  - (i) prejudice any riparian rights of any owner or of any person lawfully in possession of or holding any lands abutting the watercourse or any rights therein;
  - (ii) suffer any loss, damage or nuisance to adjacent or abutting lands.
- b) The Approval Holder shall not, at any time or for any purpose, place a pecuniary value on or claim any pecuniary value for the rights and privileges granted by this Approval, whether considered alone or in conjunction with any other property rights or privileges, over and above the amounts, if any, actually paid to the minister by the Approval Holder for said rights and privileges.
- c) It is recognized and agreed that this Approval does not give sole or exclusive rights to any watercourse, and the Minister reserves the right to use the watercourse and water therein for any purpose and to allow others to use the watercourse and water for any purpose, provided that such use or purpose does

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not constitute a substantial interference with the rights granted to the Approval Holder.

- d) The Approval Holder shall be responsible for obtaining and paying the costs of any and all approvals, services, easements, rights of way and authorizations of any kind necessary for the performance of any activities undertaken pursuant to this Approval. The Minister does not covenant that such approvals, services, easements, rights of way and authorizations of any kind will be issued by the Province of Nova Scotia, any other body or person.
- e) The Approval Holder shall maintain any bridge, culvert, dam, sluice, flume, conduit or other structure built or used in or on the watercourse in a state of good repair and in a clean and tidy condition to the satisfaction of the Minister. The Approval Holder shall conform to any and all directions of the Minister concerning the rehabilitation of a watercourse or the construction, reconstruction, maintenance, removal, operation and location of any bridge, culvert, dam, sluice, flume, conduit or other structure built, used or maintained in and on the watercourse.
- f) The Approval Holder shall indemnify and save harmless the Minister against any loss, cost or damage occasioned by the Approval Holder's relocation of a watercourse or the construction of, repair, alteration or addition to any culvert, bridge, dam, sluice, flume, conduit or other structure. Such indemnity shall include, but not be restricted to, all losses, costs or damages occasioned by the improper or faulty relocation of a watercourse or the improper or faulty construction of repair, alteration or addition to any culvert, bridge, dam, sluice, flume, conduit or other structure in or on the watercourse, or by any trespass, negligence or wilful act of the Approval Holder or any employees, agents, contractors, or guests of the Approval Holder.
- g) On the expiry or termination of this Approval or at the end of the useful life of the structure, as determined by the Minister, the Approval Holder shall immediately cease operations and peaceably and quietly yield up and deliver possession of the watercourse in a condition satisfactory to the Minister, and the Minister shall incur no further expense, liability or cost in this regard.
- h) The Approval Holder shall remove any bridge, culvert, dam, sluice, flume, conduit or other structure or remnants thereof, and any equipment or personal property built, used or maintained in and on the watercourse at the end of the useful life of the structure, to the satisfaction of the Minister. In the event the Approval Holder fails to remove such bridge, culvert, dam, sluice, flume, conduit or other structure or remnants thereof and any equipment or personal property, the Minister may, without any attaching liability, remove or demolish the same in whatever manner the Minister deems necessary. The Approval Holder shall pay all expenses and costs of such removal or demolition.

- i) The Minister or any employee, servant or agent of the Department will not be liable for any damage, loss or claim of any kind which may or hereafter arise.
- j) If the Approval Holder assigns or sublets their Approval or any part thereof except as is expressly provided herein, if the contractor becomes bankrupt or insolvent, if a receiver is appointed for any part of the assets of the Approval Holder, if any assignment is made for the benefit of the creditors of the Approval Holder, or if it is wound up or goes into liquidation, the Minister may terminate the Approval.
- k) This Approval shall ensure to the benefit of and be binding upon the Minister, the Minister's successors, assigns and authorized representatives, and upon the Approval Holder, and the heirs, administrators, executors and assigns of the Approval Holder.
- l) The failure of the Minister to insist upon a strict performance of any covenant, proviso or Terms and Conditions contained in this Approval shall not be deemed a waiver of any rights or remedies that the Minister may have and shall not be deemed a waiver of any subsequent breach or default in the covenants, provisos or Terms and Conditions contained in this Approval.

**7.0 Site Specific Terms and Conditions**

- a) The daily average rate of water withdrawal from the River, shall not exceed 1 334 000 litres/ day.
- b) A water flow meter should be installed and monitored for daily withdrawal volumes.
- c) The approval holder shall ensure there is a maintenance of at least 75% of the median stream flow downstream of the River. If this cannot be maintained, withdrawal from the watercourse must cease.
- d) The approval holder shall keep daily withdrawal records for each withdrawal location. Data is to be tabulated and also available in electronic format (excel or Quattro Pro is preferred.) Records should be available upon request by the Department.

Monitoring records shall be maintained for the duration of the pumping and shall include the following information as a minimum:

Daily water withdrawal volume records/ water usage for example:

Withdrawal Location	Date	Median Downstream Flow Rate	Water Withdrawal Volume (Litres per day)

- e) The department shall not be held responsible for any water quality or quantity problems that may be encountered by the proponent.
- f) If production causes interference problems with any existing water supplies or a water resource, the department shall be notified immediately, and the withdrawal rate shall be reduced and/ or the problem rectified to the satisfaction of the department.
- g) The intake pipe is to be screened according to the DFO Freshwater Intake End-of-Pipe Fish Screen Guideline (see attached information).