



Government of Newfoundland and Labrador  
Department of Environment and Climate Change  
Water Resources Management Division

**WATER USE LICENCE  
(Commercial - Water Use from Harvesting Icebergs)**

Pursuant to the *Water Resources Act*, SNL 2002 cW-4.01

Date of Issuance: **DECEMBER 13, 2016**

No: **WUL-16-8987**  
File: **516**

Licensee: **Quidi Vidi Brewing Company Ltd.  
35 Barrows Road  
St. John's NL A1A 1G8**

Attention: **Mr. Hugh McDermott**

Re: **Water Use from Harvesting Icebergs**

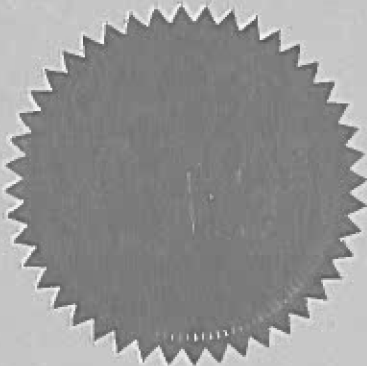
The Minister of Environment and Climate Change (the "Minister") hereby grants a non-exclusive water right to: **Quidi Vidi Brewing Company Ltd.** (the "Licensee") to harvest icebergs within the jurisdiction of the Province of Newfoundland and Labrador (the "Province") for the purpose of obtaining water from these icebergs. The water so obtained may be used to produce the Licensee's own bottled water and other finished water based products in the Province which may be sold to consumers in and outside the Province. The non-exclusive water right is granted in reference to the application received November 17, 2016 and further information provided on or before November 28, 2016.


This Licence is subject to the terms and conditions, reservations, exceptions, and provisions stated herein and the *Water Resources Act* and regulations thereunder. Appendices A, B and Schedule A (attached) form part and parcel of this Licence.

This Licence does not release the Licensee from the obligation to obtain appropriate approvals, permits or licences from other concerned municipal, provincial and federal agencies.

**The Licensee shall complete and return the attached Notification of Acceptance of Water Use Licence to the Water Rights and Investigations Section of the Department of Environment and Climate Change within thirty (30) days of receipt of this Licence.**

Failure to comply with the terms and conditions, reservations, exceptions, and provisions set out herein will render this Licence null and void, place the Licensee and/or its agents in violation of the *Water Resources Act*, and cause the Licensee to be responsible for any and all remedial measures which may be prescribed by the Department of Environment and Climate Change.



  
MINISTER

GOVERNMENT OF  
NEWFOUNDLAND AND LABRADOR  
DEPARTMENT OF ENVIRONMENT AND CLIMATE CHANGE

No: WUL-16-8987  
File: 516

APPENDIX A  
TERMS AND CONDITIONS FOR WATER USE LICENCE

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The Minister of Environment and Climate Change (the "Minister") hereby grants a non-exclusive water right to: **Quidi Vidi Brewing Company Ltd.** (the "Licensee") to harvest icebergs within the jurisdiction of the Province of Newfoundland and Labrador (the "Province") for the purpose of obtaining water from these icebergs. The water so obtained may be used to produce the Licensee's own bottled water and other finished water based products in the Province which may be sold to consumers in and outside the Province. The non-exclusive water right is granted in reference to the application received November 17, 2016 and further information provided on or before November 28, 2016.

1. The Licensee shall provide the name of its harvester(s) or agent(s) who will be involved in the harvesting activities. Also, the Licensee shall clearly instruct all personal involved in its harvesting activities to promptly report on harvesting activities, strictly adhere to the terms and conditions, reservations, exceptions, and provisions of this Licence and to give full care for protecting water resources and the environment.
2. Ownership of all icebergs and water within the jurisdiction of the Province remains with the Crown and is not transferred. The Water Use Licence only provides permission for the Licensee to use water from harvesting icebergs for the designated purpose indicated in this Licence.
3. This Licence shall not be interpreted as granting any right which might affect the quantity and quality of water required by residents of any nearby communities from the icebergs for traditional personal domestic use and the Licensee shall allow personal access for obtaining water. Also, this Licence shall not be interpreted as granting any interest or right in land or inland water resources in the Province.
4. This Licence is effective on January 1, 2017 and shall expire on December 31, 2021 or earlier if suspended or modified or cancelled by the Minister due to reasons that include, but is not limited to, non-compliance with the Water Resources Act and terms and conditions, reservations, exceptions, and provisions, lack of utilization of iceberg water for the designated purpose and prompt reporting on harvesting activities and use of iceberg water pursuant to this Licence. This Licence may be renewed by the Minister for such a renewal term as the Minister deems appropriate and in the public interest, provided the Licensee applies for a renewal at least hundred and eighty (180) days before the expiry date of this Licence. This Licence supersedes and cancels in whole and in part WUL-12-050.
5. The maximum annual water use from harvesting icebergs shall not exceed [REDACTED] subject to the availability of water from icebergs within the jurisdiction of the Province. The Licensee shall not at any time use water from harvesting icebergs in excess of the need for the Licensee's own production of bottled water and other finished water based products in the Province, irrespective of the authorized water use from harvesting icebergs for the designated purpose indicated in this Licence.
6. The designated purpose of this Licence is Commercial: water use from harvesting icebergs for producing the Licensee's own bottled water and other finished water based products in the Province.
7. This Licence shall not be interpreted as granting any right to sell bulk water or ice from icebergs or other water sources in or outside the Province or to remove bulk water or ice from icebergs to outside the Province. The Licensee shall clearly instruct its harvester(s) or agent(s) who will be involved in the harvesting activities of this provision of the Licence.
8. The Licensee shall identify or mark the iceberg that the Licensee wishes to harvest for water use and must terminate the harvesting of that iceberg before selecting another one, if necessary unless such termination must be made for safety reasons. Also, the Licensee and/or its harvester(s)/agent(s) shall immediately notify the Water Rights and Investigations Section of the Department of Environment and Climate Change of the location of that iceberg before the harvesting activities begin. In this Licence, the reference to Schedule A is hereby eliminated.
9. The Licensee shall not use explosive materials of any kind in connection with the harvesting activities.
10. The Licensee shall not interfere with any marine wildlife during the harvesting activities.
11. The Licensee shall not harvest icebergs in a manner that interferes with areas where fishing and aquaculture gear is set out.

12. The time of harvesting activities shall not interfere with tour boat operations or other recreational activities. Also, harvesting activities or collection of bergy bits shall not be carried out within visible distance from known locations frequented by tourists including, but is not limited to, Cape Bonavista, Cape Spear, Twillingate and other locations.
13. The Licensee shall not discharge any waste material or effluent into any body of water and shall dispose of any waste at a site approved by Government.
14. The Licensee shall keep all systems, works and equipment used in the harvesting activities in good condition and repair, and shall immediately notify the Minister if any problem arises which may adversely affect public safety or other water users.
15. The Licensee and/or its harvester(s)/agent(s) shall record in a log book kept exclusively for this purpose and report to the Water Rights and Investigations Section of the Department of Environment and Climate Change, on or before March 31st of each year or as required at any time during the term created by this Licence, the following information: i) The date and time of arrival of harvested iceberg(s); ii) The time harvesting activities begin and end and a map or maps indicating the location and the extent of the harvesting activities; iii) An estimate of the number of icebergs within the area identified in ii) before the harvesting activities begin; and iv) The number and locations of other users, tour ships, recreational boats, and kayaks encountered within the visible area during the time of harvesting activities. The information will be used to enable the Minister to make informed decisions regarding management and planning of harvesting icebergs and avoid potential conflicts in the process.
16. This Licence is subject to the Water Use Charges Regulations, NLR 60/16 under the Water Resources Act, 2002 and the Licensee shall upon receipt of an invoice stating the amount owing for water use charges, pay to the Minister the full amount within thirty (30) days of the receipt of the said invoice and if imposed by provincial legislation, fees, incentives, royalties or subsidies for water use.
17. The Licensee shall prudently maintain in good faith records, accounts and statements of the rates and amounts of ice harvested and water used on a daily basis, monthly production of its own bottled water and other finished water based products, water quality, and any other information that the Minister may require in whatever form, manner and time. Copies of such records, accounts, statements, all information required to exercise the non-exclusive rights and privileges demised under this Licence, and a form following the format of Appendix B shall be submitted to the Water Rights and Investigations Section of the Department of Environment and Climate Change on or before March 31st of each year or as required at any time during the term created by this Licence.
18. The Licensee and its agent(s), subcontractor(s), and consultant(s) indemnify and hold the Government and the Minister harmless against any and all liabilities, losses, claims, demands, damages or expenses including legal expenses of any nature whatsoever whether arising in tort, contract, statute, trust or otherwise resulting directly or indirectly from the non-exclusive rights granted under this Licence, systems, works and equipment in or outside harvesting activities and water use areas, or any act or omission of the Licensee or its agent(s), subcontractor(s), or consultant(s) in or outside harvesting activities and water use areas, or arising out of a breach or non-performance of any of the terms and conditions, and provisions of this Licence by the Licensee or its agent(s), subcontractor(s), or consultant(s).
19. If the Licensee or its agent(s), subcontractor(s), or consultant(s) fails to perform, fulfil, or observe any of the terms and conditions, or provisions of this Licence and/or Ministerial orders and guidelines, as determined by this Department, the Minister may, after providing ten (10) day notice to the Licensee, amend, modify, suspend or cancel this Licence in accordance with the Water Resources Act, 2002.
20. Should any provision of this Licence be unenforceable, it shall be considered separate and severable from the remaining provisions of this Licence which shall remain in force and be binding as though the provision had not been included.
21. This Licence is subject to the Water Resources Act, 2002 and any regulations in effect either at the date of this Licence or hereafter made pursuant thereto or any other relevant legislation enacted by the Province of Newfoundland and Labrador in the future.
22. This Licence shall be subject to, construed, and interpreted in accordance with any and all provisions of applicable laws of the Province of Newfoundland and Labrador.

All notices to be given pursuant to the terms and conditions of this Licence shall be given in writing and delivered by facsimile with auto confirmation or registered mail. If a notice is delivered by facsimile, it is deemed to have been received on the day it was sent if that day is a normal business day, if not, it is deemed to have been received on the next normal business day. If a notice is sent by registered mail, it is deemed to have been received three days after the day it was mailed. The address of the Licensee is:

**Quidi Vidi Brewing Company Ltd.**  
**35 Barrows Road**  
**St. John's NL A1A 1G8**

The address and facsimile number of the Department of Environment and Climate Change are:

**Water Rights and Investigations Section**  
Department of Environment and Climate Change  
PO Box 8700  
St. John's NL A1B 4J6  
**(709) 729-0320**

GOVERNMENT OF  
NEWFOUNDLAND AND LABRADOR  
DEPARTMENT OF ENVIRONMENT AND CLIMATE CHANGE  
*APPENDIX B*

Report to Department of Environment and Climate Change

**To:** **Water Rights and Investigations Section**  
Water Resources Management Division  
Department of Environment and Climate Change  
PO Box 8700  
St. John's NL A1B 4J6

**No:** WUL-16-8987  
**File:** 516  
**Authorized:** DECEMBER 13, 2016

**Re:** *Water Use from Harvesting Icebergs*

**This report must be completed and filed on or before March 31<sup>st</sup> of each year or upon the completion of activities for a temporary period.** Provide the information required below:

1. Has the Licensee used water during last year? Yes  No   
If no, explain (use extra sheet to provide more information, if any).

\_\_\_\_\_

\_\_\_\_\_

2. Does the Licensee wish to continue the non-exclusive water right? Yes  No   
If no, explain (use extra sheet to provide more information, if any).

\_\_\_\_\_

\_\_\_\_\_

3. Has the Licensee exceeded the estimated maximum water withdrawal of that indicated in Appendix A? Yes  No   
If yes, explain in the space below (use extra sheet to provide more information, if any).

\_\_\_\_\_

\_\_\_\_\_

In the table below, state the monthly water uses during last year or a temporary period and attach spreadsheet for daily water uses along with water quality report(s) as may be applicable:

Month	Jan.	Feb.	Mar.	April	May	June	July	Aug.	Sept.	Oct.	Nov.	Dec.	Total
Use in litres or cubic meters													

4. Is there any other matter on which the Licensee wishes to inform the Department of Environment and Climate Change regarding this Licence and its terms and conditions? Yes  No   
If yes, explain (use extra sheet to provide more information, if any).

\_\_\_\_\_

\_\_\_\_\_

I/We acknowledge that the information contained in this report is true and correct.

Quidi Vidi Brewing Company Ltd.  
35 Barrows Road  
St. John's NL A1A 1G8

Signature: \_\_\_\_\_

Name/Title: \_\_\_\_\_

Date: \_\_\_\_\_

No: WUL-16-8987

File: 516

- cc: Dr. Abdel-Zaher Kamal Abdel-Razek, Ph. D., P.Eng.  
Manager, Water Rights and Investigations Section  
Water Resources Management Division  
Department of Environment and Climate Change  
P.O. Box 8700  
4th Floor, West Block, Confederation Building  
St. John's, NL A1B 4J6  
[aabdelrazek@gov.nl.ca](mailto:aabdelrazek@gov.nl.ca)
- cc: Ms. Sharon Williams, Regional Manager  
Environmental Health, GSC - Mount Pearl, Service NL  
P.O. Box 8700  
St. John's, NL A1B 4J6  
[williams@gov.nl.ca](mailto:williams@gov.nl.ca)



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Department of Environment and Climate Change  
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Water Rights and Investigations Section  
Water Resources Management Division  
Department of Environment and Climate Change  
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St. John's NL A1B 4J6

Date: **DECEMBER 13, 2016**  
File: **516**

**NOTIFICATION OF ACCEPTANCE OF WATER USE LICENCE**

Water Use from Harvesting Icebergs

Water Use Licence No. WUL-16-8987 issued on DECEMBER 13, 2016, and valid until December 31, 2021.

As a Licensee of Water Use Licence No. WUL-16-8987, issued pursuant to the *Water Resources Act*, **Quidi Vidi Brewing Company Ltd.** (the "Licensee"), agrees to accept this Licence for the stated duration and abide by all terms and conditions, reservations, exceptions and provisions stated therein. The Licensee acknowledges that failure to abide by the terms and conditions, reservations, exceptions and provisions indicated in Appendices A, B and Schedule A (attached), and the *Water Resources Act* will render the Licence null and void, place the Licensee and/or their agent(s) in violation of the *Water Resources Act* and regulations thereunder and cause the Licensee to be responsible for any and all remedial measures which may be prescribed by the Department of Environment and Climate Change.

Signed, sealed, and delivered by  
**Quidi Vidi Brewing Company Ltd.**,  
in accordance with its rules and  
regulations in that behalf  
at \_\_\_\_\_, this \_\_\_\_\_ day  
of \_\_\_\_\_, 2016 in the presence  
of:

\_\_\_\_\_  
Witness

Per: \_\_\_\_\_  
Signing Officer

Seal:

**Important:** The attached Water Use Licence is not valid unless the Licensee completes and returns this notification to the address above within thirty (30) days of receipt.