



NJ Department of Environmental Protection
 Division of Fish and Wildlife
 Marine Fisheries Administration
 Bureau of Shellfisheries
 Delaware Bay Office
 1672 E. Buckshutem Rd., Millville, NJ 08332
 Phone: (856) 785-0730 / Fax: (856) 785-0853



AQUACULTURE DEVELOPMENT ZONE LEASE APPLICATION

Note: This is an application for an individual lease within an established Delaware Bay Aquaculture Development Zone (ADZ), to be utilized for growing shellfish contained in structural aquaculture systems. ADZ leases are not transferable and the lease term is for a pilot period of approximately 5 years, provided all necessary permits are re-issued. Transition to a permanent lease is subject to official adoption of ADZ regulations. The lease may be terminated if a determination is made by the Department that the ecological impacts of the aquaculture activities are so great that they compromise the integrity and protection of any endangered or non-game species.

| 1. APPLICANT DETAILS | |
|--|---------------------|
| NAME OF APPLICANT | D.O.B. |
| | AGE: |
| MAILING ADDRESS | CONTACT INFORMATION |
| | Home phone: _____ |
| | Cell phone: _____ |
| | Email: _____ |
| 2. REQUIRED ITEMS | |
| COMMERCIAL SHELLFISH LICENSE NUMBER | |
| PROOF OF RESIDENCY | |
| Driver's license <input type="checkbox"/> or other form of ID <input type="checkbox"/> Explain _____ <div style="text-align: right;"><i>Division Use Only</i> - - - Signed certification form <input type="checkbox"/></div> | |
| PROOF OF NO CONVICTIONS | |
| Persons applying for an aquaculture lease must not have been convicted of invasion of leases (violation of <u>N.J.S.A. 50:4-3</u>) or of taking shellfish from condemned waters (violation of <u>N.J.S.A. 58:24-3</u>) or of taking shellfish at night or on Sunday (violation of <u>50:2-11</u>), in the five years prior to submittal of application. See attached for official copies of statute. <div style="text-align: right;"><i>Division Use Only</i> - - - Enforcement verifications <input type="checkbox"/></div> | |
| CHILD SUPPORT CERTIFICATION | |
| This certification is required pursuant to <u>N.J.S.A. 2A:17-56.44e</u> <div style="text-align: right;"><i>Division Use Only</i> - - - Signed certification form <input type="checkbox"/></div> | |

3. PROPOSED PLAN OF USE

1) What native shellfish species do you intend to farm? Specify common and scientific name. (e.g., eastern oyster *Crassostrea virginica*)

Check if additional sheets attached

2) What is/are your intended product(s)? (e.g., oyster spat, oysters for human consumption, hard clams, etc.)

Check if additional sheets attached

3) Where will you obtain your shellfish seed (i.e., will you be collecting your own spat or using hatchery-reared spat/seed or combination of both sources)?

If collecting your own spat, what spat attraction methods will you employ?

Check if additional sheets attached

4) What is the anticipated quantity and size of the seed that will be placed in grow-out structures in Year 1? (e.g., 100,000 oyster seed deployed in year one at 25 mm)

Check if additional sheets attached

5) If you are buying hatchery seed, specify the following:

Hatchery name _____

Address _____

Phone number _____

Email _____

Check if additional sheets attached

Pursuant to N.J.S.A. 50:1-34, no shellfish native to, or brought directly or indirectly from, any foreign country or any other state shall be lodged or planted in the waters of this state without written permission by the Commissioner, after notice to the Council. Up to 60 days should be allowed to obtain Commissioner or delegated authority approval for seed importation requests.

6) What type of gear do you anticipate using? (e.g., rack and bag, floating or on-bottom cages, etc.). Include schematic drawings of the gear (see schematic examples on page 6).

Check if additional sheets attached

7) Specify the dimensions (L x W x H or 3' x 2' x 1', etc.) of the individual gear systems or structure to be used (e.g., 100 total linear feet of rack and bag consisting of 10 racks that are 10' long X 2' high X 3' wide).

Check if additional sheets attached

8) Specify the total anticipated number of individual structures to be deployed over the period and the total area to be occupied by the footprint of the gear in square feet.

Number of gear by category (e.g., rack and bag, floating cages, on-bottom cages):

| <u>Qty.</u> | <u>Gear Type</u> | <u>Dimensions</u> | <u>Total Footprint (ft²)</u> |
|-------------|------------------|-------------------|---|
|-------------|------------------|-------------------|---|

Total square feet of structure: _____

Check if additional sheets attached

9) Please outline your lease ingress and egress plan. That is, how will you be accessing the lease? (e.g., via existing beach access at the end of road 'X' or via boat)

Check if additional sheets attached

Please note that having a lease does not guarantee any land access. Tenant shall not trespass on the private property of any upland property land owner.

Applicant's Acknowledgement - Initials _____

10) Explain your anticipated expansion plans over the approximate five year period of this lease.

Check if additional sheets attached

11) Please provide any other information that you feel will be helpful in evaluating this application.

APPLICANT SIGNATURE: _____ **DATE:** _____
I certify that the information provided in this document is true, accurate and complete.

******DIVISION USE ONLY******

Name of representative accepting the application

Copy of Application Provided to Applicant?

Yes No

Application Reviewed By

Date _____

REQUIREMENTS SATISFIED

Applicant Age: Yes No

License: Yes No

Residency: Yes No

Child Support: Yes No

No Invasion of Leases: Yes No

No Shellfishing in Condemned Water:

Yes No

No Shellfishing at Night: Yes No

Plan of Use: Yes No

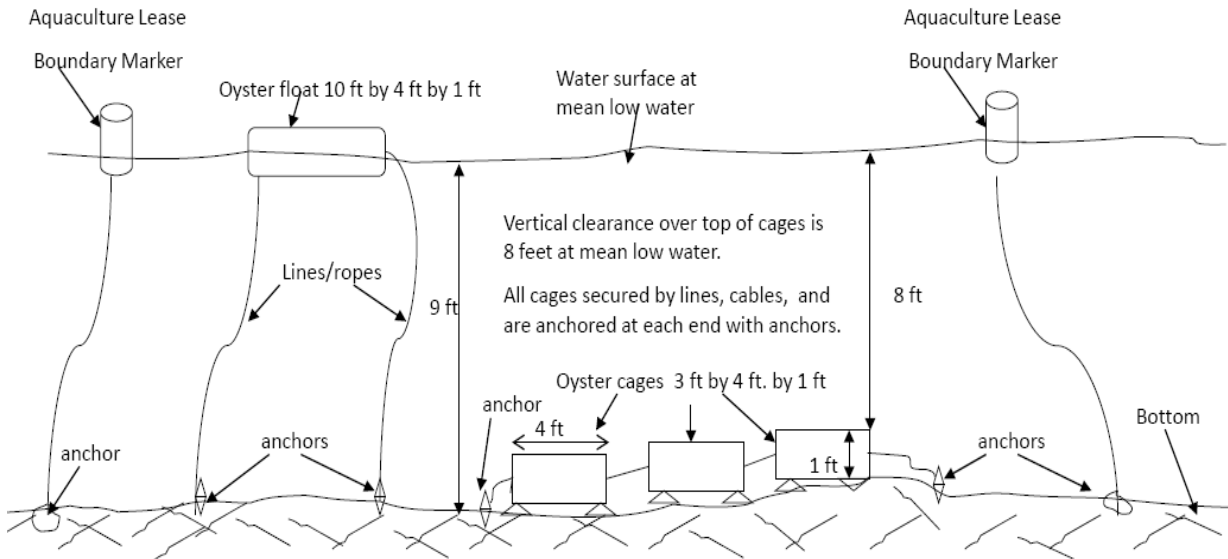
Application Complete?

Yes No

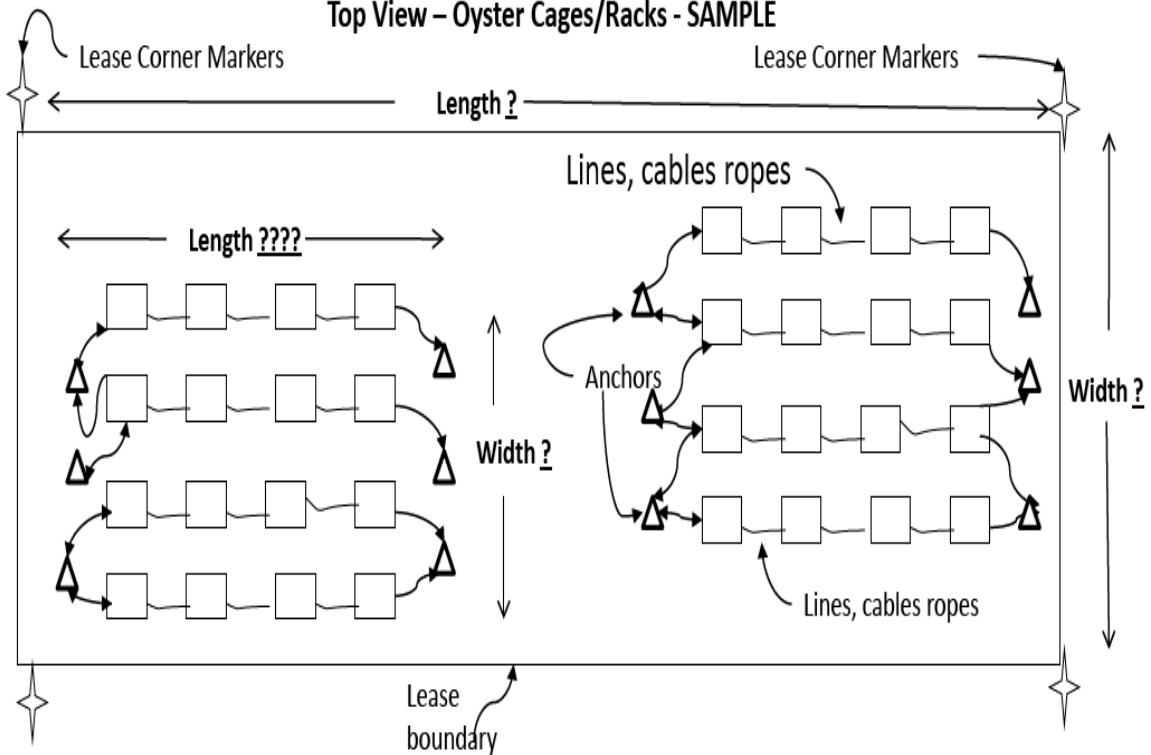
Examples of drawings showing cross and top sections and dimensions of aquaculture gear systems.

Source: US Army Corps of Engineers Baltimore District – Maryland Department of Natural Resources, Joint Application for a Commercial Shellfish Aquaculture lease and Federal permit.

Typical Cross Section Details – Oyster Floats and Oyster Cages relative to mean low water (MLW)



Top View – Oyster Cages/Racks - SAMPLE



What To Expect Next - - - The Lease Application Process:

Background

Delaware Bay Aquaculture Development Zones (ADZs) were proposed more than 10 years ago. During this time, ADZ proposals have been extensively deliberated by various interested parties within the shellfish industry, the New Jersey Department of Agriculture, the New Jersey Department of Environmental Protection (DEP), the New Jersey Shellfisheries Council, the New Jersey Marine Fisheries Council, the Aquaculture Advisory Council (AAC) and academia. The New Jersey Division of Fish and Wildlife's Bureau of Shellfisheries (Bureau) prepared a plan of action (plan) with the objective to start leasing ADZ parcels under a five year pilot program commencing in spring of 2012. Leasing will be implemented via a detailed lease agreement. Transition to a permanent program would occur upon adoption of ADZ regulations and renewal of the permits from the US Army Corps of Engineers and the DEP Division of Land Use Regulation. Leases may be terminated if a determination is made by the Department that the ecological impacts of the aquaculture activities are so great that they compromise the integrity and protection of any endangered or non-game species. The plan was prepared largely on the recommendations of the AAC's Leasing Committee (Report of 2003) and the AAC's Leasing Committee (Report of 2008). The timeline for ADZ leasing commenced with a public notice of lease availability posted on the Division of Fish and Wildlife's website and published in three major local newspapers on 18, 19 and 20 November, 2011.

ADZ lease applications will be accepted by the Bureau starting on December 12, 2011 and ending by close of business on January 12, 2012. The Bureau will review lease applications to verify the required information and licenses are present. The Bureau will forward complete application packets to the New Jersey Delaware Bay Section of the Shellfisheries Council (Council). The Council will meet to consider lease applications and to conduct the lottery selections at the Special meeting on January 24, 2012. The Council will render decisions on lease applications at a Special Meeting on February 7, 2012.

The following information outlines the process leading to the approval of an Aquaculture Development Zone lease:

1. *Submit Application.* The application is submitted in person to the Bureau's Delaware Bay Office. The Division representative accepting the application looks over the application to ensure that no major omissions, deficiencies or errors are present. The applicant signs and dates the application. The Division representative accepting the application writes her/his name on the box below the applicant's signature. The applicant is provided with a copy of the application and copies of the following appendices:
 - a. ADZ State permit;
 - b. ADZ Federal permit;
 - c. Lease agreement;
 - d. Child support form (if not current);

- e. Residency affidavit;
 - f. Invasion of leases (N.J.S.A. 50:4-3) – enforcement review
 - g. Shellfishing in condemned waters (N.J.S.A. 58:24-3) – enforcement review
 - h. Shellfishing at night (N.J.S.A. 50:2-11) – enforcement review;
 - i. Staking regulations (N.J.A.C. 7:25-13.1)
2. *Application review.* All applications will be reviewed in a timely manner within the timeframe that applications are accepted (December 12, 2011 through January 12, 2012) and before applications are submitted for consideration to the Council at the Special meeting on January 24, 2012. Division representatives review applications to verify that the required information and licenses are present. If the information provided is incomplete, the applicant is contacted to provide further information by the January 12, 2012 deadline. Once deemed complete, the application packets are submitted to the Council for consideration at the Special meeting on January 24, 2012. Council will only receive applications deemed complete by the Bureau.
3. *Consideration.* A special meeting to consider applications will be held on January 24, 2012. Attendance at this meeting is mandatory for all applicants. The Council will hold a lottery to select lease applications. If the number of applications is less than the number of lease parcels available for each ADZ, all applications will be selected and the ranking from the lottery will be used to allow for applicants to pick among available parcels. Ranking is based on the order of the random draws. If the number of applications for a given ADZ exceeds the number of lease parcels for that ADZ, the ordered ranking from the lottery will be used both to grant a lease and to allow for applicants to select among available parcels. Applications not selected in the lottery will be placed on a waiting list in their ranked position. Individuals kept on the list will be contacted in order, should a parcel become available. Should plots remain available following the lottery, they will be assigned for consideration on a first-come first-serve basis after their applications are deemed complete and subject to Council approval. Applications will be reviewed in the order they are received.
4. *Decision.* The Council will render a decision on all lease applications at its February 7, 2012 meeting. The Council's final decision is subject to approval by the Commissioner of DEP.
5. *Requirement after the lease is granted.* The Bureau will conduct hydrographic surveys of all new leases and survey and deploy all required corner buoys around active ADZs. Applicants must pay for the hydrographic survey fee (\$30.00/corner) at time of lease agreement execution. Leases are subject to the staking requirements pursuant to N.J.A.C. 7:25-13.1: (i), which states that stakes of buoys must extend at least four feet above MHW; (ii) each corner shall be marked with a stake or buoy displaying numbers of the lots marked; and (iii)

numbers must be four inches high on a background of contrasting color. See copy of N.J.A.C. 7:25-13.1 attached.

6. *Other requirements.* Leaseholders must comply with all conditions specified in the lease agreement (attached) as well as conditions specified in the federal and state permits (attached) issued to the Bureau by the US Army Corps of Engineers and the DEP Division of Land Use Regulation, respectively.
7. *Lease transfers.* No transfers are permitted within the five year pilot period.
8. *Hardship.* If illness or other extenuating circumstances prevent an applicant from attending the special Council meeting, the Council in its discretion may waive the mandatory attendance requirement.

CHECKLIST OF APPENDICES
(*Division Use Only*)

(Need copy of the following to complete application packet. All appendices included with the application as separate attachments)

- a. ADZ State permit copy
- b. ADZ Federal permit copy
- c. ADZ Lease agreement copy
- d. Child support form/ Residency affidavit
- e. Invasion of leases – copy of statute (N.J.S.A. 50:4-3).
- f. Shellfishing in condemned waters – copy of statute (N.J.S.A. 58:24-3)
- g. Shellfishing at night– copy of statute (N.J.S.A. 50:2-11)
- h. Staking regulations (N.J.A.C. 7:25-13.1)

STATE OF NEW JERSEY
DEPARTMENT OF ENVIRONMENTAL PROTECTION

(See Issuing Division below)



PERMIT*

The New Jersey Department of Environmental Protection grants this permit in accordance with your application, attachments accompanying same application, and applicable laws and regulations. This permit is also subject to the further conditions and stipulations enumerated in the supporting documents which are agreed to by the permittee upon acceptance of the permit.

Permit No. 0000-05-0028.1 WFD 050001 Application No. 0000-05-0028.1 WFD 050001

Issuance Date: November 18, 2005 Effective Date: November 18, 2005 Expiration Date: November 17, 2010

Uaid

| | | |
|--|---|--|
| Name & Address of Applicant Division of Fish & Wildlife NJ Department of Environmental Protection 501 East State Street, P.O. Box 400 Trenton, New Jersey 08625 | Name and Address of Owner Applicant | Name and Address of Operator Applicant |
|--|---|--|

| | | |
|---|--|----------------------------------|
| Location of Activity/Facility (Street Address) Delaware Bay Dennis & Middle Townships, Cape May County & Maurice River Township, Cumberland County | Issuing Division Land Use Regulation Program | Statute(s) NJSA 12:5-3 |
|---|--|----------------------------------|

| | |
|--|---|
| Type of Permit: Waterfront Development Water Quality Certificate | Maximum Approved Capacity, if applicable |
|--|---|

This permit grants permission to establish four (4) Aquaculture Development Zones (ADZ) for shellfish cultivation practices employing cage systems. ADZ-1 would extend over approximately 100 acres of submerged lands and the water column above such lands along the near shore area between East Point and Thompsons Beach in Maurice River Township, Cumberland County. ADZ-2 and ADZ-3 would extend approximately 500 and 600 acres of submerged lands and the water column above such lands in the area offshore of Maurice River Township, Cumberland County and Dennis and Middle Townships, Cape May County to the north of Deadman Shoal. ADZ-4 would encompass approximately 85 acres of intertidal land, setback 300 feet seaward of the mean high water line (MHWL) between Pierces Point and Green Creek in Middle Township, Cape May County.

Gear to be utilized in the ADZs include rack systems with mesh bags, cages, and trays and long-line systems with rack-like systems to be placed in rows with an alley-ways between rows to attend the systems.

The permittee shall allow an authorized representative of the Department the right to inspect construction pursuant to N.J.A.C. 7:7-1.5(b)4.

This permit is authorized under, and in compliance with the New Jersey's Coastal Zone Management Rules.

Prepared By: *Andrew Heyl*
Andrew Heyl, Supervisor

| | |
|--------------|---|
| Revised Date | Approved by the Department of Environmental Protection Name (Print or Type) _____ Title _____ Signature _____ SEE FINAL PAGE |
|--------------|---|



*The word permit means "approval, certification, registration, etc."

Instr# 227986 ✓
Recorded/Filed KH
02/22/2006 12:56
PER Gloria Noto
Cumberland County Clerk
Bk 2916 Pg 172 NJ D

Permit No. 0000-05-0028.1 WFD 050001
Terms And Conditions

Page 2

This permit is subject to the following terms and conditions:

1. This permit is revocable, or subject to modification or change at any time, pursuant to the applicable regulations, when in the judgement of the Department of Environmental Protection of the State of New Jersey such revocation, modification or change shall be necessary.
2. The issuance of the permit shall not be deemed to affect in any way action by the Department of Environmental Protection of the State of New Jersey on any future application.
3. The works, facilities, and/or activities shown by plans and/or other engineering data, which are this day approved, subject to the conditions herewith established, shall be constructed and/or executed in conformity with such plans and/or engineering data and the said conditions.
4. No change in plans or specifications shall be made except with the prior written permission of the Department of Environmental Protection of the State of New Jersey.
5. The granting of this permit shall not be construed to in any way affect the title or ownership of property, and shall not make the Department of Environmental Protection or the State a party in any suit or question of ownership.
6. This permit does not waive the obtaining of Federal or other State or local government consent when necessary. This permit is not valid and no work shall be undertaken until such time as all other required approvals and permits have been obtained.
7. A copy of this permit shall be kept at the work site, and shall be exhibited upon request of any person.
8. In cases of conflict, the conditions of this permit shall supersede the plans and/or engineering data.

This permit is issued subject to and provided the following conditions can be met to the satisfaction of the Land Use Regulation Program. All conditions must be met prior to construction unless otherwise specified. Compliance with Administrative conditions shall be determined once copies of all specified permits, certifications, plans, agreements, etc. have been received and approved by the Land Use Regulation Program. As per NJAC 7:7-1.4, the permittee must notify the Bureau of Coastal and Land Use Compliance and Enforcement, (1510 Hooper Avenue, Toms River, NJ 08753), in writing, at least three (3) days prior to commencement of construction or site preparation.

Administrative Conditions

1. This permit shall be RECORDED in the office of the County Clerk (the REGISTRAR OF DEEDS AND MORTGAGES in the applicable counties) in the county wherein the lands included in the permit are located within ten (10) days after receipt of the permit by the applicant and verified notice shall be forwarded to the Land Use Regulation Program immediately thereafter.
2. Prior to construction the applicant must receive a Tidelands grant, lease or license. Failure to comply with this condition will result in fines up to \$1000 plus \$100 per day, a higher fee for the conveyance and possible prosecution by the Attorney General's Office to remove unauthorized structures and to pay use and occupancy charges.

Permit No. 0000-05-0028.1 WFD 050001
Terms And Conditions

Page 3

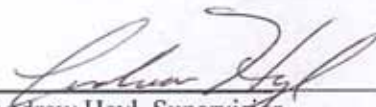
3. This permit is NOT VALID until the permit acceptance form has been signed by the applicant, accepting and agreeing to adhere to all permit conditions, and returned to the Land Use Regulation Program at P.O. Box 439, Trenton, NJ 08625.
4. This permit does not authorize any dredging activities. If dredging is required in the future, a new Waterfront Development application showing compliance with 7:7E-4.2(g) New Dredging, will be required to be submitted to this Program.
5. Prior to construction receive all necessary permits and approvals, including but not limited to the U.S. Army Corps of Engineers and U.S. Coast Guard.
6. Provide a yearly report as to the location of areas being sub-leased and the location of and types of gear utilized. The report shall be for the period of January 1 through December 31 of each year and be submitted by January 31 following each reporting period. This should be the same report required by the U.S. Army Corps of Engineers in their permit.

Physical Conditions

1. During and after placement of ADZ corner markers, the permittee is to maintain appropriate solar lighting and reflectors on those markers.
2. Employ and maintain all necessary equipment use to mark the location of deployed gear within the ADZs.

Appeal of Decision

In accordance with N.J.A.C. 7:7A-1.7, any person who is aggrieved by this decision may request a hearing within 30 days of the decision published in the DEP Bulletin by writing to: New Jersey Department of Environmental Protection, Office of Legal Affairs, Attention: Adjudicatory Hearing Requests, P.O. Box 402, Trenton, NJ 08625-0402. This request must include a completed copy of the Administrative Hearing Request Checklist.



Andrew Heyl, Supervisor,
Bureau of Coastal Regulation

11/18/05

Date

NOTE: This permit (No. 0000-05-0028.1 WFD 050001) was extended on November 16, 2010. The new expiration date for this permit is June 30, 2013. Only the specific activities approved as part of the permit and shown on the approved plans are covered by the extension. Any changes in the project will require either a modification of the permit or a new permit.

DEPARTMENT OF THE ARMY PERMIT

PERMITTEE AND PERMIT NUMBER:

NJDEP Fish and Wildlife
NJDEP FISH AND WILDLIFE
CENAP-OP-R-2010-1051-24

ISSUING OFFICE:

Department of the Army
U.S. Army Corps of Engineers, Philadelphia District
Wanamaker Building - 100 Penn Square East
Philadelphia, Pennsylvania 19107-3390

NOTE: The term "you" and its derivatives, as used in this permit, means the permittee or any future transferee. The term "this office" refers to the appropriate district or division office of the Corps of Engineers having jurisdiction over the permitted activity or the appropriate official of that office acting under the authority of the commanding officer.

You are authorized to perform work in accordance with the terms and conditions specified below.

PROJECT DESCRIPTION:

This permit authorizes creation of three (3) Delaware Bay "Aquaculture Development Zones" (ADZs 2, 3 and 4). All work is to be completed in accordance with the attached plans labeled E-1 through E-23.

PROJECT LOCATION:

The proposed project sites are located in Delaware Bay as follows (see attached maps and coordinates):

ADZ's 2 and 3 - 500 and 600 acres (respectively) of subtidal area (8-10 feet deep at mean low water), approximately 5 miles off-shore (northwest) of Pierces Point in Middle Township, Cape May County, NJ.

ADZ 4 - 51 acres of inter-tidal area, divided into two separated sections (A and B), a minimum of 200 feet seaward of the mean high water line, between Pierces Point and Green Creek in Middle Township, Cape May County, NJ.

PERMIT CONDITIONS:

General Conditions:

1. The time limit for completing the authorized work ends on December 31, 2021. If you find that you need more time to complete the authorized activity, submit your request for a time extension to this office for consideration at least one month before the above date is reached.
2. You must maintain the activity authorized by this permit in good condition and in

conformance with the terms and conditions of this permit. You are not relieved of this requirement if you abandon the permitted activity, although you may make a good faith transfer to a third party in compliance with General Condition 4 below. Should you wish to cease to maintain the authorized activity or should you desire to abandon it without a good faith transfer, you must obtain a modification of this permit from this office, which may require restoration of the area.

3. If you discover any previously unknown historic or archeological remains while accomplishing the activity authorized by this permit, you must immediately notify this office of what you have found. We will initiate the Federal and State coordination required to determine if the remains warrant a recovery effort or if the site is eligible for listing in the National Register of Historic Places.
4. If you sell the property associated with this permit, you must obtain the signature of the new owner in the space provided and forward a copy of the permit to this office to validate the transfer of this authorization.
5. If a conditioned water quality certification has been issued for your project, you must comply with conditions specified in the certification as special conditions to this permit. For your convenience, a copy of the certification is attached if it contains such conditions.
6. You must allow representatives from this office to inspect the authorized activity at any time deemed necessary to ensure that it is being or has been accomplished in accordance with the terms and conditions of your permit.

Special Conditions:

1. All work performed in association with the above noted project shall be conducted in accordance with the attached project plans labeled E-1 through E-23. This permit authorizes the creation of three (3) "Aquaculture Development Zones" (ADZs 2, 3 and 4) in lower Delaware Bay for growing oysters, with specific structures and work as described below. The three ADZs would encompass a total of 1,151 acres.

This permit authorizes the placement of structures for growing shellfish within the authorized ADZs, which would be leased by the permittee to private entities. Lease-holders would employ aquaculture gear including – but not limited to – rack and bag systems, long lines, cages, trays and spat collecting devices.

The following list is a comprehensive outline of gear types allowable under this permit. It includes the examples specifically described above as well as others. Representations of some of these are included in the 8.5 X 11" sheets labeled E-1 through E-23, as attached to this permit.

Fishing gear

- Temporary collectors for spat (Chinese hats)
- Crab pots

Structural gear - intertidal

- Bottom planting – Bags, Trays
- Vertical systems - Poles and vertical sticks
- Racks – Bags, Trays, Sticks (tubes)
- Intertidal longline and hanging bags

Structural gear – shallow subtidal (to -5' MLW)

- Bottom planting – Screens, Bags, Trays, Cages
- Racks – Bags, Trays, Sticks (tubes)
- Vertical systems - Poles and vertical sticks
- Longline and hanging bags

Structural gear – deep subtidal

- Bottom planting – Trays, Cages
- Racks – Bags, Trays
- Surface culture - Rafts and floating platforms,
 - Hanging line systems – longlines
 - Hanging cage systems - Spat bags, Lantern nets, Pearl nets
 - Pumped systems

Floats

- Longline systems - Surface cages, Subsurface systems
- Floating raceways

The applicant's stated purpose for the project is to “Foster the orderly development of shellfish aquaculture while protecting the environment and public access, navigation and fishing.”

2. Construction activities shall not result in the disturbance or alteration of greater than 1,151 acres of waters of the United States from placement of aquaculture gear or structures within the authorized ADZs.
3. Any deviation in construction methodology or project design from that shown on the above noted drawings must be approved by this office, in writing, prior to performance of the work. All modifications to the above noted project plans shall be approved, in writing, by this office. No work shall be performed prior to written approval of this office.
4. This office shall be notified at least 10 days prior to the commencement of authorized work by completing and signing the attached *Notification/ Certification of Work Commencement Form*. This office shall also be notified within 10 days of the completion of the authorized work by completing and signing the attached *Notification/Certification of Work Completion/Compliance Form*. All notifications required by this condition shall be in writing and shall be transmitted to this office by registered mail. Oral notifications are not acceptable. Similar notification is required each time maintenance work is to be done under the terms of this Corps of Engineers permit.
5. The permittee understands and agrees that, if future operations by the United States require the removal, relocation, or other alteration, of the structure or work herein authorized, or if, in the

opinion of the Secretary of the Army or his authorized representative, said structure or work shall cause unreasonable obstruction to the free navigation of the navigable waters, the permittee will be required, upon due notice from the Corps of Engineers, to remove, relocate, or alter the structural work or obstructions caused thereby, without expense to the United States. No claim shall be made against the United States on account of any such removal or alteration. (This special condition is applicable to Corps of Engineers permits that provide authorization under Section 10 of the Rivers and Harbors Act of 1899.)

6. Representatives of the U.S. Army Corps of Engineers shall be permitted to inspect the project during its phase of construction, and to collect any samples, or to conduct any tests deemed necessary.

7. The permittee is responsible for ensuring that the contractor and/or workers executing the activity(s) authorized by this permit have knowledge of the terms and conditions of the authorization and that a copy of the permit document is at the project site throughout the period the work is underway.

8. The permittee shall submit annual reports to this office detailing issued sub-leases, their locations and extent of work performed under this permit for each year of the permit (i.e. covering the period January 1 through December 31). Reports shall be received by this office no later than January 31 following each reporting period for the duration of the permit.

9. All ADZs shall be marked in accordance with U.S. Coast Guard requirements in order to protect navigation. The permittee shall ensure that the ADZ locations are published in a U.S. Coast Guard Notice to Mariners. Their address is: Commander (oan), Fifth Coast Guard District; 431 Crawford Street; Portsmouth, VA 23704. In addition, all authorized gear shall be securely anchored and marked.

10. The permittee shall notify the National Oceanic Service within 60 days of the date of this permit regarding any required marking of the ADZs on navigational charts. Their address is: Chief, Nautical Data Branch; Code C5261; National Ocean Service; 1315 East-West Highway; Silver Spring, Maryland 20910-3282.

11. In order to protect red knots (a candidate species for listing under the Endangered Species Act), no construction, installation or stockpiling of aquaculture gear shall take place within ADZ-4 or along the adjacent beach area during the period May 1 through June 7 of any year, inclusive. During this restricted period, there shall be no worker access from land or use of mechanized equipment or vehicles (including all-terrain vehicles) on the beach and dune area or in the inter-tidal habitat with the following exception: pedestrian or vehicle access for inspection or maintenance of existing equipment is permitted during the indicated restricted period provided that the area is accessed from existing street or road ends, proceeding directly (perpendicular to the shoreline) to a point at least 100 feet waterward of the mean high water line (MHWL), and remaining there, for further travel in the inter-tidal habitat (i.e. along-shore movement). Return to the access point shall be in the same manner; i.e. remaining at least 100 feet waterward of the MHWL until directly opposite the access point. Such access during the restricted dates shall occur only during the time period from two hours ~~from two hours~~ before until two hours after low tide. The permittee shall provide the Corps with each lessee's access plan for written

approval prior to installation of gear. All aquaculture gear shall be a minimum of 200 feet waterward of the MHWL on the shore. Worker access by boat for maintenance and inspection may occur at any time during the above noted restriction period for land access, provided such vessels do not come within 200 feet of the MHWL (i.e. they remain waterward of the gear that is closest to the shore).

FURTHER INFORMATION:

1. Congressional Authorities: You have been authorized to undertake the activity described above pursuant to:

Section 10 of the Rivers and Harbors Act of 1899 (33 U.S.C. 403).

Section 404 of the Clean Water Act (33 U.S.C. 1344).

Section 103 of the Marine Protection, Research and Sanctuaries Act.

2. Limits of this authorization.

a. This permit does not obviate the need to obtain other Federal, State, or local authorizations required by law.

b. This permit does not grant any property rights or exclusive privileges.

c. This permit does not authorize any injury to the property or rights of others.

d. This permit does not authorize interference with any existing or proposed Federal projects.

3. Limits of Federal Liability. In issuing this permit, the Federal Government does not assume any liability for the following:

a. Damages to the permitted project or uses thereof as a result of other permitted or unpermitted activities or from natural causes.

b. Damages to the permitted project or uses thereof as a result of current or future activities undertaken by or on behalf of the United States in the public interest.

c. Damages to persons, property, or to other permitted or unpermitted activities or structures caused by the activity authorized by this permit.

d. Design or construction deficiencies associated with the permitted work.

e. Damage claims associated with any future modification, suspension, or revocation of this permit.

4. Reliance on Applicant's Data. The determination of this office that issuance of this permit is not contrary to the public interest was made in reliance on the information you provided.

5. **Reevaluation of Permit Decision.** This office may reevaluate its decision on this permit at any time the circumstances warrant. Circumstances that could require a reevaluation include, but are not limited to, the following:

- a. You fail to comply with the terms and conditions of this permit.
- b. The information provided by you in support of your permit application proves to have been false, incomplete, or inaccurate (see 4 above).
- c. Significant new information surfaces which this office did not consider in reaching the original public interest decision.

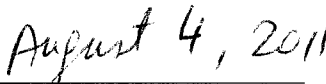
Such a reevaluation may result in a determination that it is appropriate to use the suspension, modification, and revocation procedures contained in 33 CFR 325.7 or enforcement procedures such as those contained in 33 CFR 326.4 and 326.5. The referenced enforcement procedures provide for the issuance of an administrative order requiring you to comply with the terms and conditions of your permit and for the initiation of legal action where appropriate. You will be required to pay for any corrective measures ordered by this office, and if you fail to comply with such directive, this office may in certain situations (such as those specified in 33 CFR 209.170) accomplish the corrective measures by contract or otherwise and bill you for the cost.

6. **Extensions.** General Condition 1 establishes a time limit for the completion of the activity authorized by this permit. Unless there are circumstances requiring either a prompt completion of the authorized activity or a reevaluation of the public interest decision, the Corps will normally give favorable consideration to a request for an extension of this time limit.

Your signature below, as permittee, indicates that you accept and agree to comply with the terms and conditions of this permit.

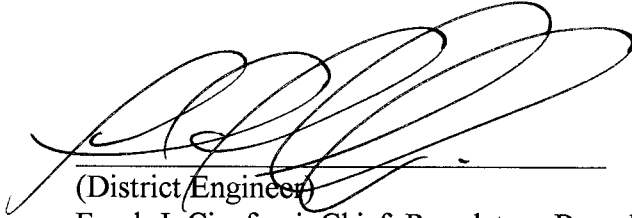


(PERMITTEE)



(DATE)

This permit becomes effective when the Federal official, designated to act for the Secretary of the Army, has signed below.



(District Engineer)
Frank J. Cianfrani, Chief, Regulatory Branch

8/10/11

(DATE)

for: Philip M. Secrist, III
Lieutenant Colonel, Corps of Engineers
District Commander

When the structures or work authorized by this permit are still in existence at the time the property is transferred, the terms and conditions of this permit will continue to be binding on the new owner(s) of the property. To validate the transfer of this permit and the associated liabilities associated with compliance with its terms and conditions, have the transferee sign and date below.

(TRANSFEEE)

(DATE)

Table 1.

Geographic coordinates of Delaware Bay Aquaculture Development Zones
(NAD83, units in degrees, minutes and decimal seconds)

| Area | Corner Point | Latitude (N) | Longitude (W) |
|-----------|--------------|--------------|---------------|
| ADZ-2 | 1 | 39 08 39.254 | 74 59 35.865 |
| | 2 | 39 08 39.369 | 74 58 21.487 |
| | 3 | 39 08 02.705 | 74 58 21.112 |
| | 4 | 39 08 02.496 | 74 59 35.867 |
| ADZ-3 | 2 | 39 07 01.536 | 74 58 40.388 |
| | 2 | 39 06 58.298 | 74 58 05.435 |
| | 3 | 39 06 08.137 | 74 58 04.189 |
| | 4 | 39 05 51.853 | 74 58 10.209 |
| | 5 | 39 06 06.649 | 74 59 06.101 |
| | 6 | 39 06 42.381 | 74 58 59.317 |
| ADZ-4 (A) | 1 | 39 04 22.436 | 74 55 10.979 |
| | 2 | 39 04 15.557 | 74 54 53.939 |
| | 3 | 39 04 09.258 | 74 54 57.696 |
| | 4 | 39 04 17.536 | 74 55 14.163 |
| ADZ-4 (B) | 1 | 39 04 05.447 | 74 55 21.828 |
| | 2 | 39 03 58.203 | 74 55 05.967 |
| | 3 | 39 03 51.532 | 74 55 10.342 |
| | 4 | 39 03 56.686 | 74 55 27.246 |

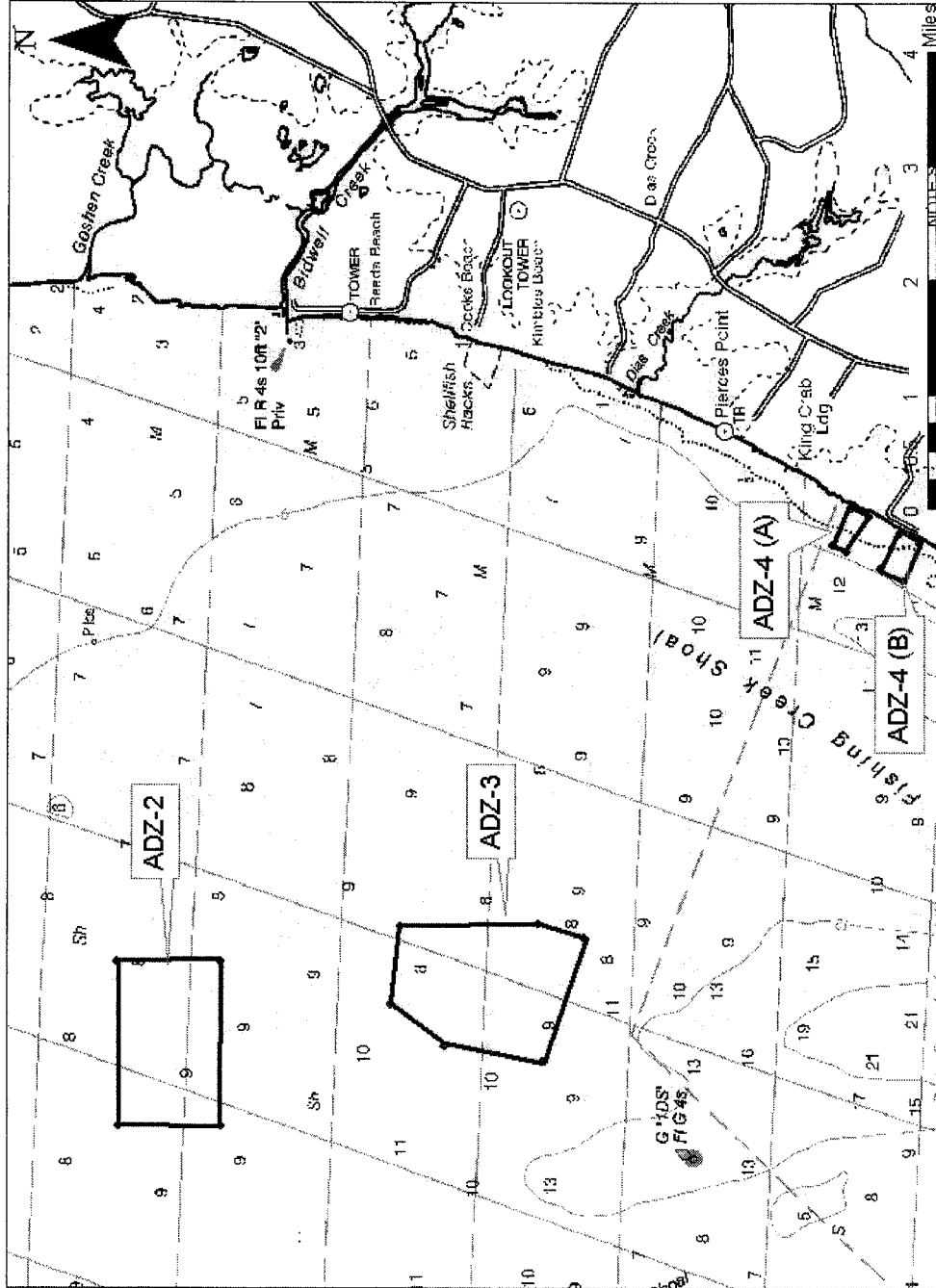


Figure 1. Overview map of the proposed Aquaculture Development Zones in the lower Delaware Bay, New Jersey. Base map: NOAA chart 12304.

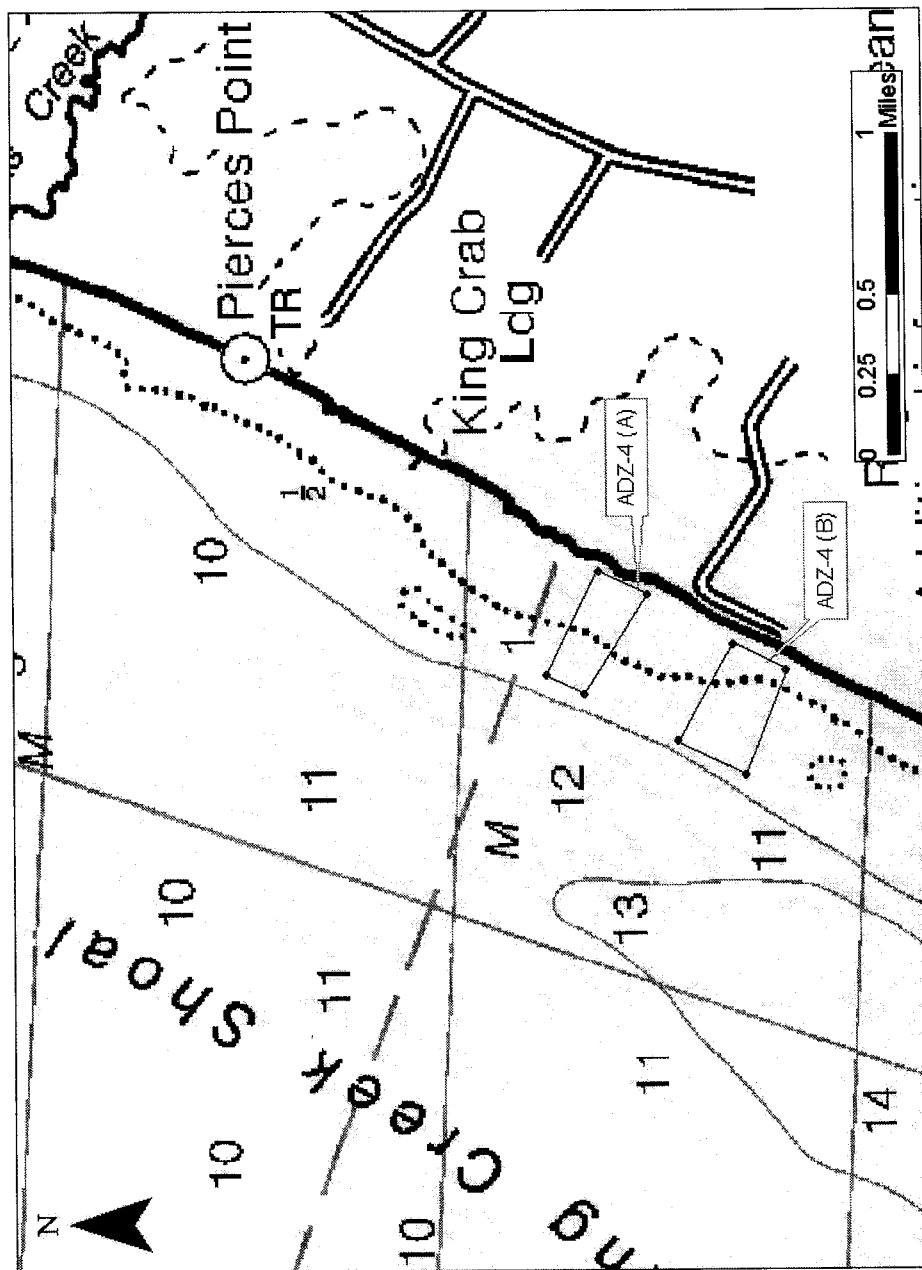


Figure 2. Map of ADZ-4 (Arcas A and B) located in the nearshore area between Pierces Point and Green Creek, in Middle Township, Cape May County, New Jersey. Base map: NOAA chart 12304.

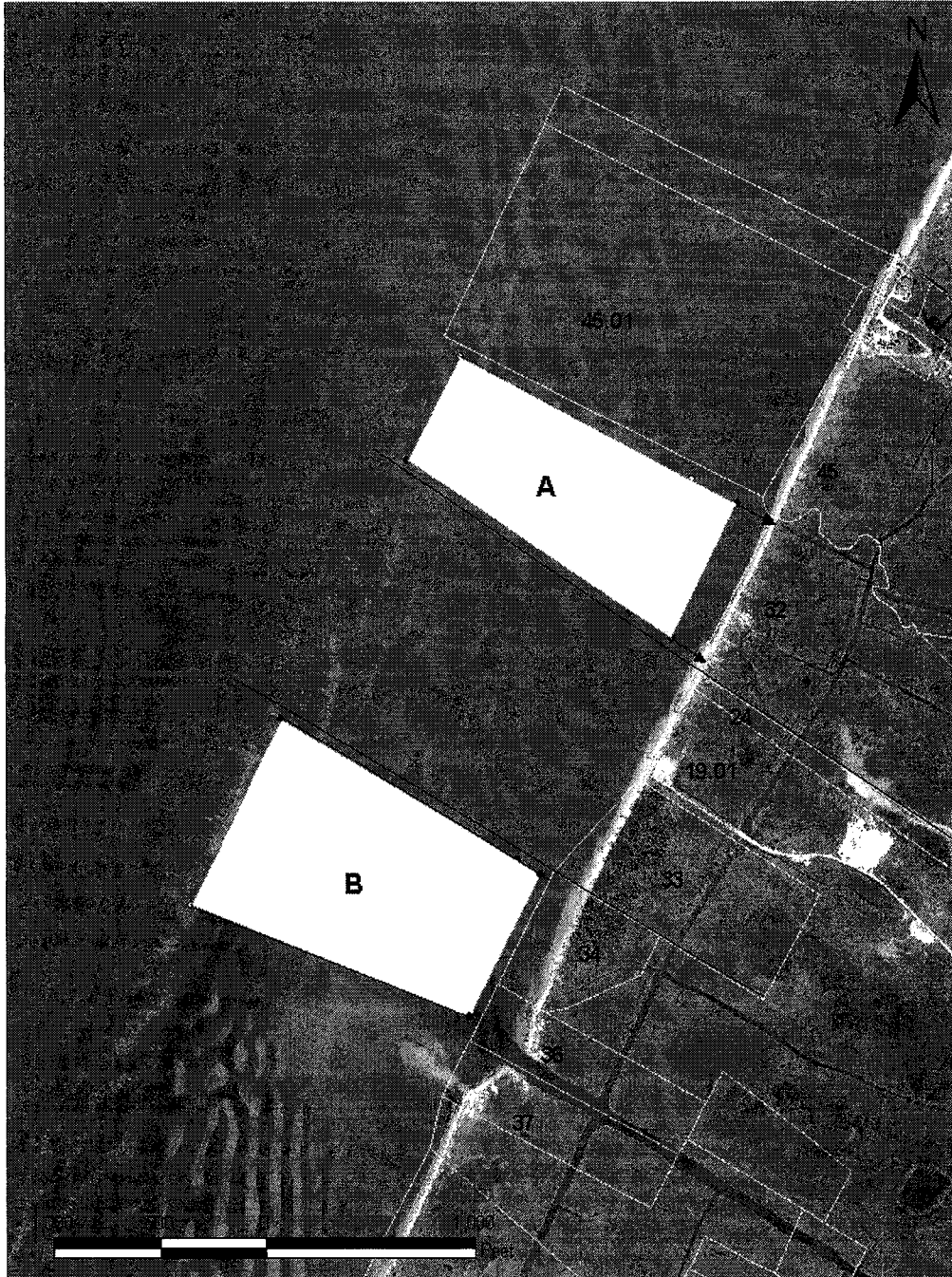


Figure 3. Aerial photo and tax map layer of the area of ADZ-4 (Areas A and B) near Green Creek, Middle Township, Cape May County. A = 22.0 acres in front of NJDEP property (Block 388, Lot 32). B = 28.7 acres in front of NJDEP property (Block 388, Lot 34, 36 and 37). Minimum distance between ADZ-4 (Areas A and B) and adjacent areas in front of properties not owned by NJDEP = 50 feet. Inshore boundary of ADZ-4 (A and B) setback a minimum of 200 feet waterward of the high tide line. Outline of tax map parcels shown as yellow lines. Aerial photo (NJDEP GIS, 2007). Tax map layer (Cape May County GIS, 2010).

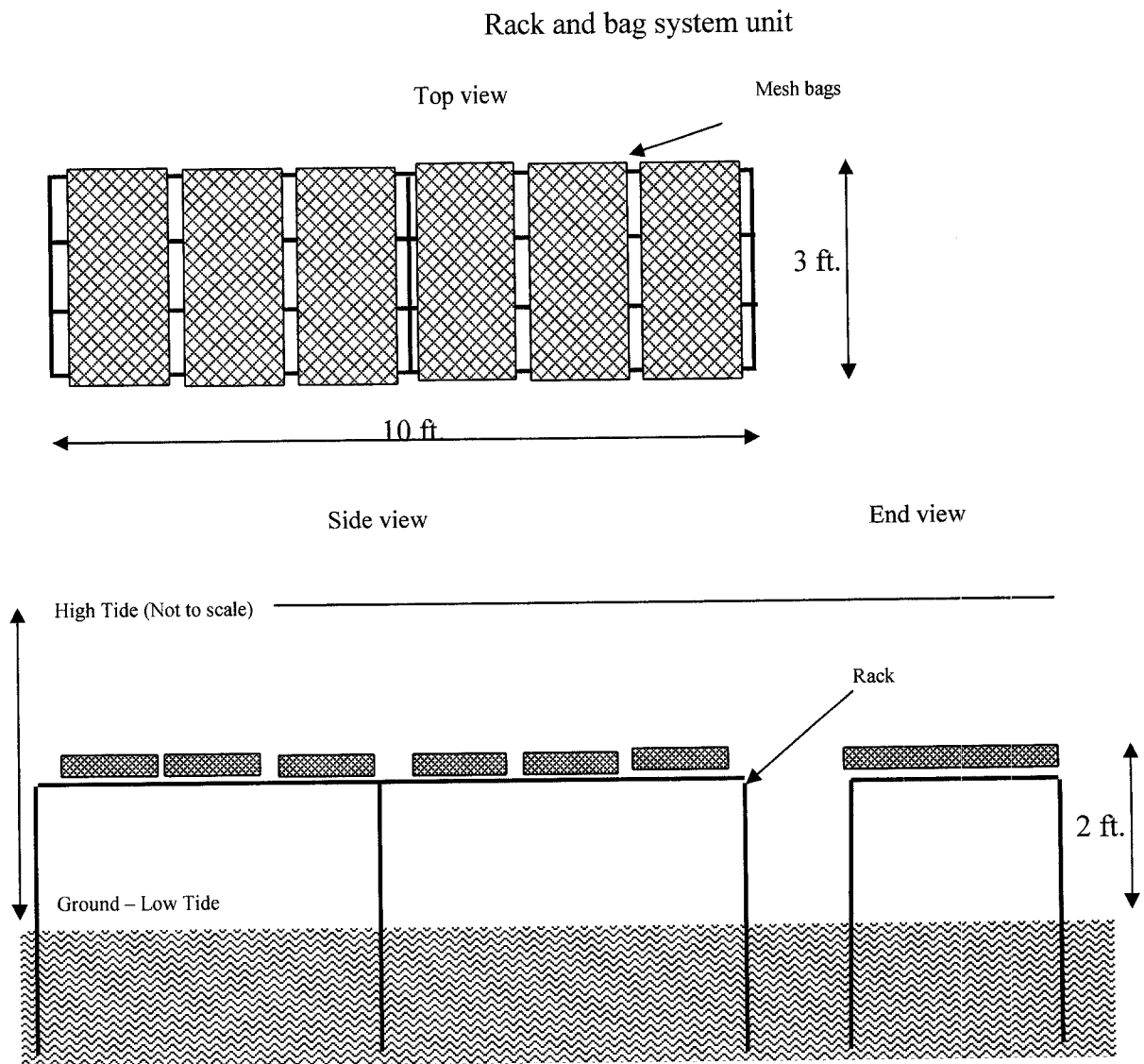


Figure 3. Diagram of oyster rack and bag system unit provided as one example of the type of gear likely to be employed by leaseholders of near shore ADZ Area 4 (ADZ-4).

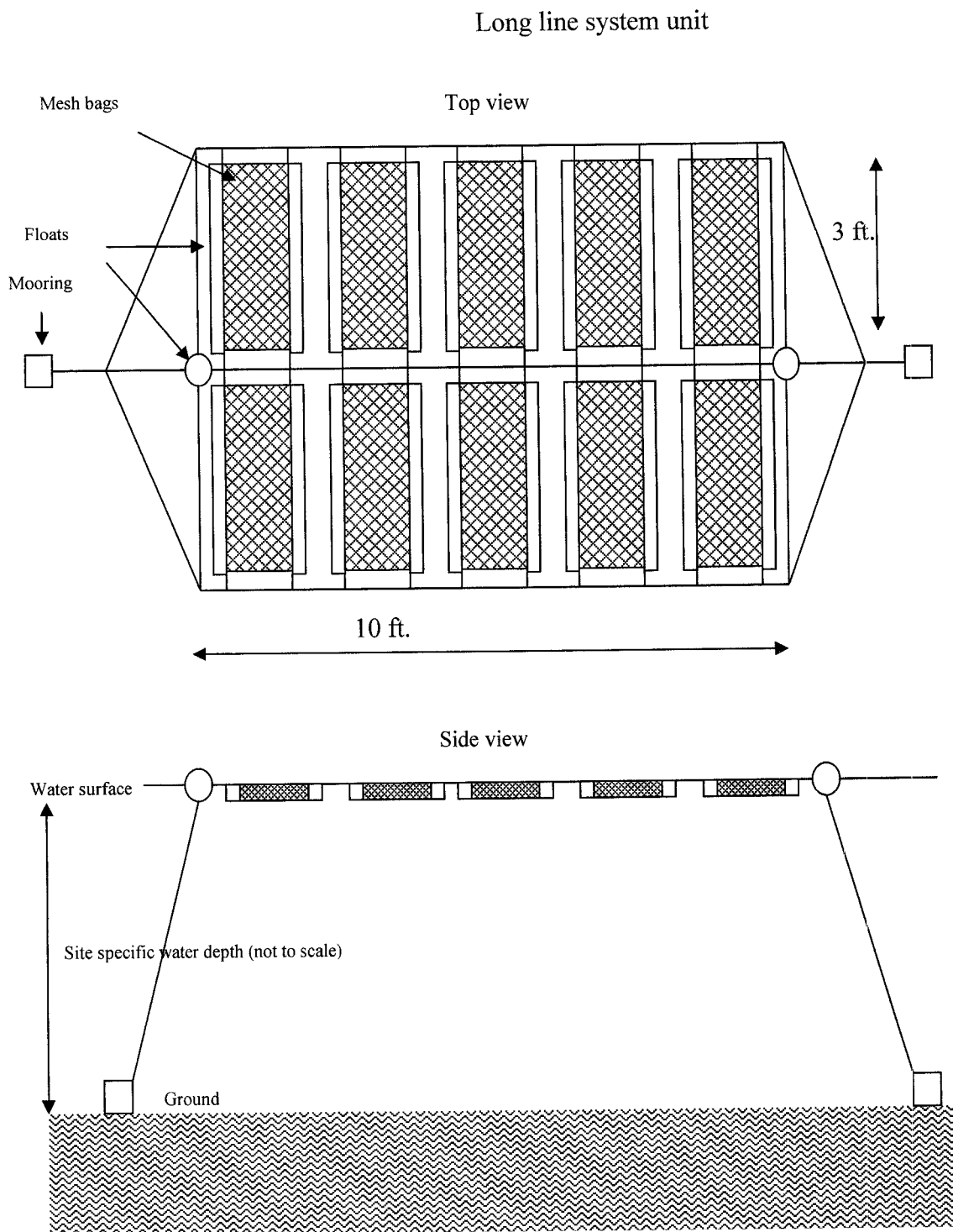


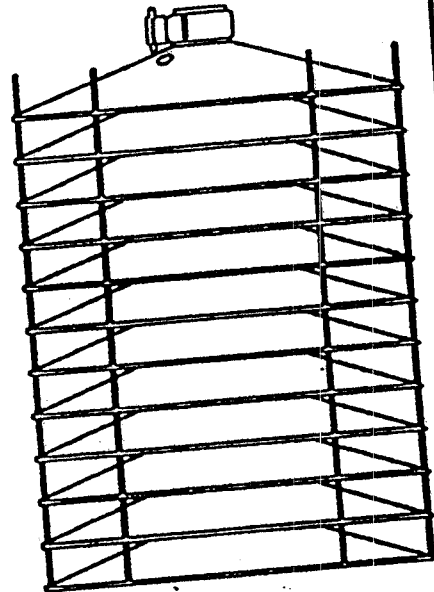
Figure 4. Diagram of floating long line system unit provided as one example of aquaculture gear likely to be employed by leaseholders of offshore ADZ areas (ADZ-2 and ADZ-3).

"CHINESE HATS" - OYSTER SPAT COLLECTORS

CIES: American Oyster (Crassostrea virginica)

PRODUCTION

Collection of wild spat has been a mainstay of the oyster industry for many years, and for good reason. Naturally occurring spat is the most well-adapted strain to a given locale, and collection of local seed reduces the chances of introduction of diseases from outside the area. In addition, wild spat collection eliminates annual costs from purchases of hatchery seed. Chinese hats are a well-proven, effective gear for the collection of oyster spat. Each stack consists of 12 disks, or hats, 12 spacing rings, a central support tube, and a locking collar. The stack is assembled, and then dipped in a lime-based cement solution (see page two). Larval oysters are attracted to the lime in the cement coating, and the hats provide the proper flow velocities for settlement.



EMPLOYMENT

To assemble a stack, start by sliding a disk over the support tube until it rests on the flange, followed by a spacer. Continue alternating disks and spacers until a total of 12 disks and 12 spacers are loaded. Secure the assembly by placing a locking collar atop the final spacer. The entire assembly is then ready for dipping in the cement mixture.

Important note: The cement should be applied at least two weeks ahead of the planned time for setting out the stacks for collection. This allows the pH of the mixture to come to the appropriate level. Stacks can be left on dry land during this time, or allowed to soak in the water.

Chinese hats are set out two weeks prior to larval settlement. A length of 1-1/2" schedule 40 PVC is driven into the bottom. The assembly is then placed atop the PVC piping with the collared end resting upon the pipe. A piece of 1/2" rebar with either a J-hook or a T on the end is driven into the bottom through the column to secure the chinese hat.

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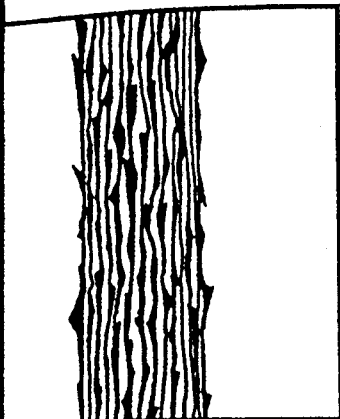
Visit our web site at www.coastalaquacultural.com

E - Mail : coastal@coastalaquacultural.com

THE OYSTER TUBE

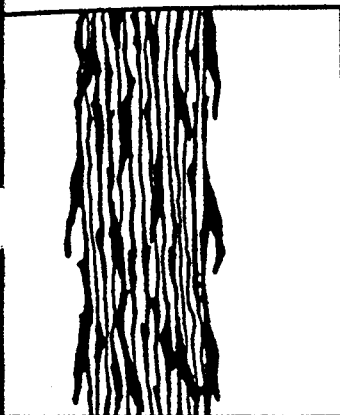
SPAT COLLECTION

When using the Oyster Tube as a source for spat collection, a horizontal deployment is customary with roughly 80 tubes arranged together. Commonly, a frame is constructed, holding tubes about 1.5" apart. If catching wild spat, allow 2" - 6" of clearance off the bottom. Settling larval oysters cling to the ridges on the tube. Remove spat from the tube and place in a nursery environment. Expected yield is 200 to 15,000 spat per tube.



JUVENILE GROW - OUT

If grow-out on the tube is a goal, then the density of oysters per tube should be roughly 100, although 300 to 500 individuals per tube is not uncommon when using tubes for seed collection. Culling the tubes may be necessary to maintain proper densities. The objective of culling should be to allow each individual to grow unattached to a neighbor, resulting in "single" oysters, suitable for the high value half shell market.



FULL TERM GROW - OUT

The main benefit of attempting grow-out on the tubes is cost savings. Due to nursery operations being labor intensive, significant cost reductions can be realized. Oyster tubes can be suspended from rafts and piers protecting the juveniles from predation by crabs, oyster drills, conch, birds, etc. This efficiency is carried over into the grow-out segment, where less frequent tending on the gear means faster growth and less labor.



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E-8



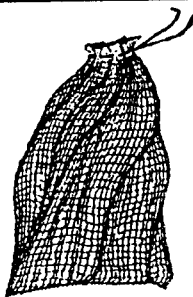
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Y:

FS-B SPAT COLLECTION BAG
FS-BF SPAT BAG-HEAVY FOULING

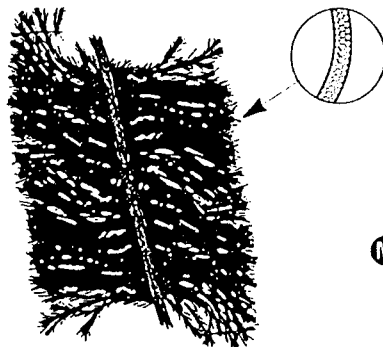


O
S

SPAT COLLECTION BAGS are constructed using a knitted polyethylene mesh netting. Access to the bag is by top opening and is held shut with a drawstring. Also available for rich ocean usages.

- Bag size: 40cm x 80cm/15.75 x 31.5in & special requests
- Mesh sizes: 0.75, 1.5, 3 & 2/7mm
.03, .06, .12 & .08/.28in

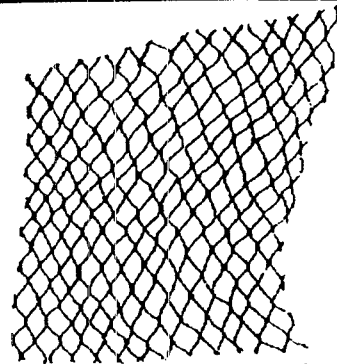
FMS ARTIFICIAL SPAWNING SEAWEED



M

Used in Japan & New Zealand, mussel spat collection on polypropylene leaves that are constructed like microscopic netting for easy bysall attachment. ARTIFICIAL SPAWNING SEAWEED, has more than 10-20 times the surface area than fuzzy rope and is sold by the metre.

FN NETRON

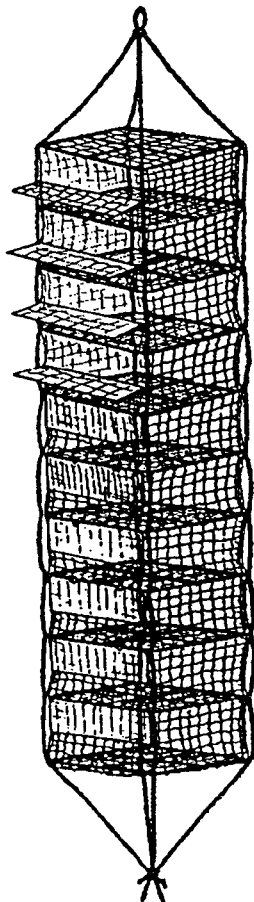


S

NETRON is the material of choice when it comes to the settling of shellfish larvae inside the SPAT COLLECTION BAGS. It is constructed of a very durable and re-usable polyethylene mesh and is available by the roll to allow for a variety of lengths.

- Roll size: 40cm x 100M/15.75in x 328ft

FB-1 LANTERN BOX NET



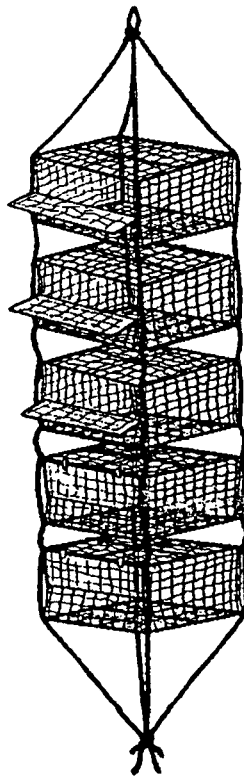
C
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SQUARE LANTERN NET CAGES are constructed with vinyl coated heavy gage wire frames, four polyethylene hanging ropes stringing the multiple tiers together and wrapped with polyethylene raschel or knotted netting. Access to each cage is by a hinged door along one side and is held closed with two clips. The advantage of rapid loading and unloading, reduces field labour significantly.

- Frame size: 40cm sq/15.75in sq
- Raschel Mesh sizes: 3, 4.5, 6 & 9mm/.12, .18, .24 & .35in
- Knotted Mesh sizes: 15 & 21mm/.59 & .83in
- Tier levels: 5, 10 & special request

FB-2 LANTERN BOX NET LF*

* denotes Low FOULING



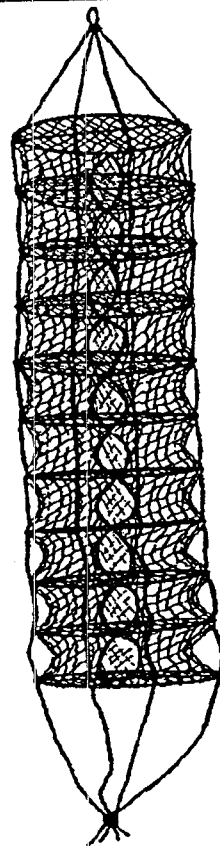
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In addition to the features incorporated on FB-1, this LOW-FOULING LANTERN BOX NET features a 10cm spacing between each tier that allows water and plankton flow freely when the cage becomes fouled in Rich Oceans. A must for maximum growth and low labour costs.

- Frame sizes: 40cm sq/15.75in sq
- Raschel Mesh sizes: 3, 4.5, 6 & 9mm/.12, .18, .24 & .35in
- Knotted Mesh sizes: 15 & 21mm/.59 & .83in
- Tier levels: 5 or 10

FL-C ROUND LANTERN NET

FL-S SHIBETSU NET



C
M
O
S

ROUND LANTERN and SHIBETSU NETS are constructed of vinyl coated, heavy gage wire frames with 4 polyethylene hanging ropes stringing the tiers together and wrapped with polyethylene raschel or knotted netting. Access to each cage is by a slot along one side of the cage and is held closed by either sewing the opening shut or, with the SHIBETSU NET, a flap is used to cover the opening.

- Frame diameters: 38cm, 50cm/14.96, 19.7in
- Raschel Mesh sizes: 3, 4.5, 6 & 9mm/.12, .18, .24 & .35in
- Knotted Mesh sizes: 12, 15, 18 & 21mm/.47, .59, .71 & .83in
- Tier levels: 5, 10 or 15

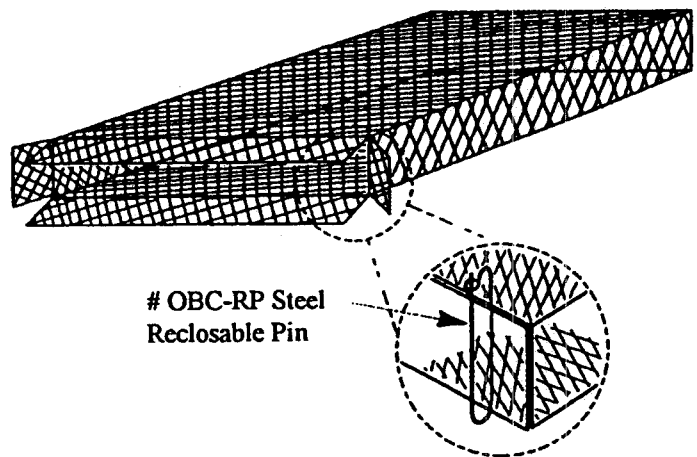
SHELLFISH GROWOUT BAGS

INTRODUCTION

Shellfish growout bags have proven to be among the most versatile and widely used gear in the shellfish aquaculture industry. They have application with a variety of methods in intertidal, subtidal and deeper water situations. The bags are constructed of UV-protected black polyethylene, and are extremely durable. Several mesh sizes and shapes are available, and the mesh is also available in flat, rolled sheets. Some of the most popular items are listed below - please call, fax or email our office, should you have any questions or wish to place an order.

SPECIES

- Hard Clam (*Mercenaria mercenaria*)
- Softshell Clam (*Mya arenaria*)
- American Oyster (*Crassostrea virginica*)
- European Flat Oyster (*Ostrea edulis*)
- Bay Scallop (*Argopecten irradians*)
- Sea Scallop (*Placopecten magellanicus*)
- Surf Clam (*Spisula solidissima*)



SPECIFICATIONS

Specifications for some of the most popular items are listed below

| <u>Model</u> | <u>Mesh Size</u> | <u>Mesh Shape</u> | <u>Dimensions</u> | <u>Weight</u> |
|--------------|------------------|-------------------|-------------------|---------------|
| OBC-1 | 3/16" | Square | 36"x20"x2.5" | 1.4 lbs. |
| OBC-2 | 3/8" | Square | 36"x18"x3" | 1.4 lbs. |
| OBC-3 | 5/8" | Square | 36"x18"x3.5" | 1.4 lbs. |
| CBC-1 | 3/8" | Square | 36"x16"x4.5" | 1.4 lbs. |
| SPB-1 | 2mm (.08") | Diamond | 40"x18" | 1.0 lbs. |
| SMB-1 | 1.5mm (.06") | Diamond | 36"x9.5" | 0.5 lbs. |

Y:

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SOFT MESH NURSERY BAGS

SPECIES

- Hard Clam (*Mercenaria mercenaria*)
- Soft Clam (*Mya arenaria*)

INTRODUCTION

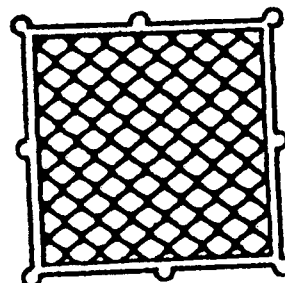
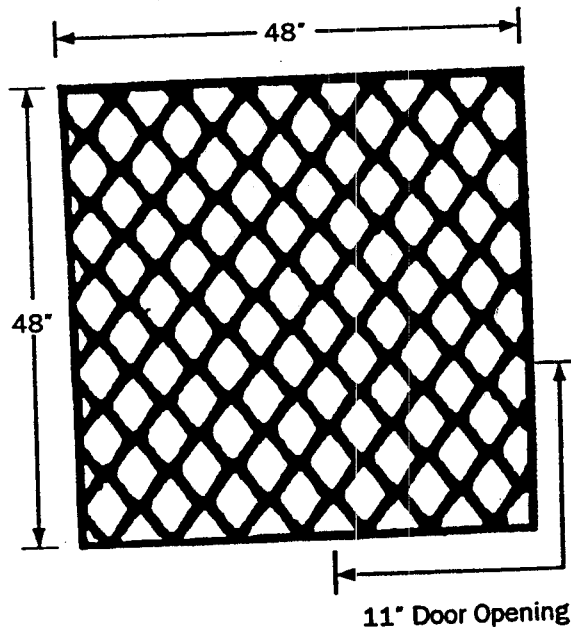
The nursery phase for many shellfish species is a particularly difficult stage, requiring intensive labor and a high investment in equipment. Most nursery schemes feature "homemade" equipment, or gear that has been modified from its original use. Efficiency and economy are often compromised, with the reason given that "there isn't commercially available gear to do the job." Soft mesh nursery bags are an often-ideal solution to gear problems encountered when rearing shellfish intertidally or subtidally. Ease of use, durability and effectiveness have made soft mesh nursery bags increasingly popular.

SPECIFICATIONS

- Material: Knotless polyester mesh
- Dimensions: 48" x 48"
- Mesh Sizes: 1/4" and 3/8"
- Door Sizes: 11" along corner, or 48" along one side

EMPLOYMENT

Bags are usually fitted with lead line for weighting, with loops to accommodate rebar stakes. Up to 20,000 seed can be introduced to each bag. Seed size should be 15. to 2 times the mesh size. To introduce seed, place in bag in the desired location, anchor the bag with rebar staples, and scatter seed in the bag by hand. To close the door, roll up some of the mesh, and use cable ties to hold it in place. If the top layer of mesh becomes fouled, simply flip the bag over. The bottom layer will settle into the sediment on its own. If the seabed is too hard for the bag to settle, a shallow trench may need to be dug to accommodate the bag.



Lead line with loops for staples

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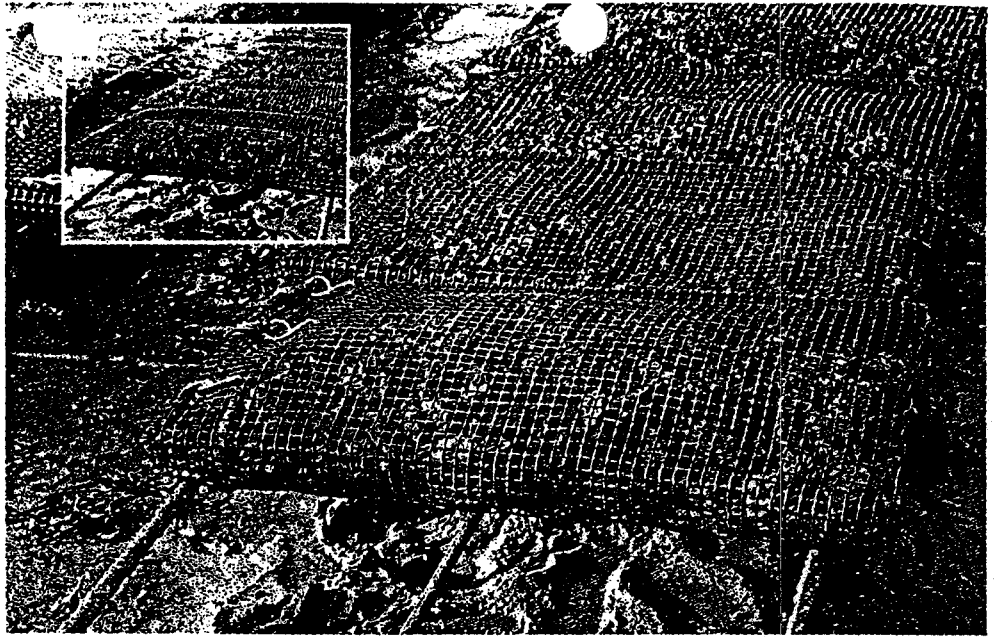


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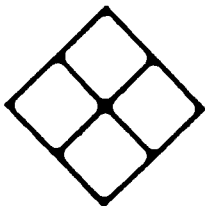
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OYSTER GROWING CAGES
 are shown placed side by side
 on "growing ramps" off the
 Atlantic Coast in France.



ADPI ENTERPRISES, INC.

Modified
McNicol



Best in the West

OYSTER TRAY SYSTEM

TRAY DIAMETER 18"
CAPACITY PER TRAY 200-300 SPAT,
24-36 MATURE HALF SHELL
TRAYS SUPPLIED INDIVIDUALLY OR
IN COMPLETE UNIT AS SHOWN
TRAYS AVAILABLE ANY SET SIZE
FROM 5-30 TRAYS

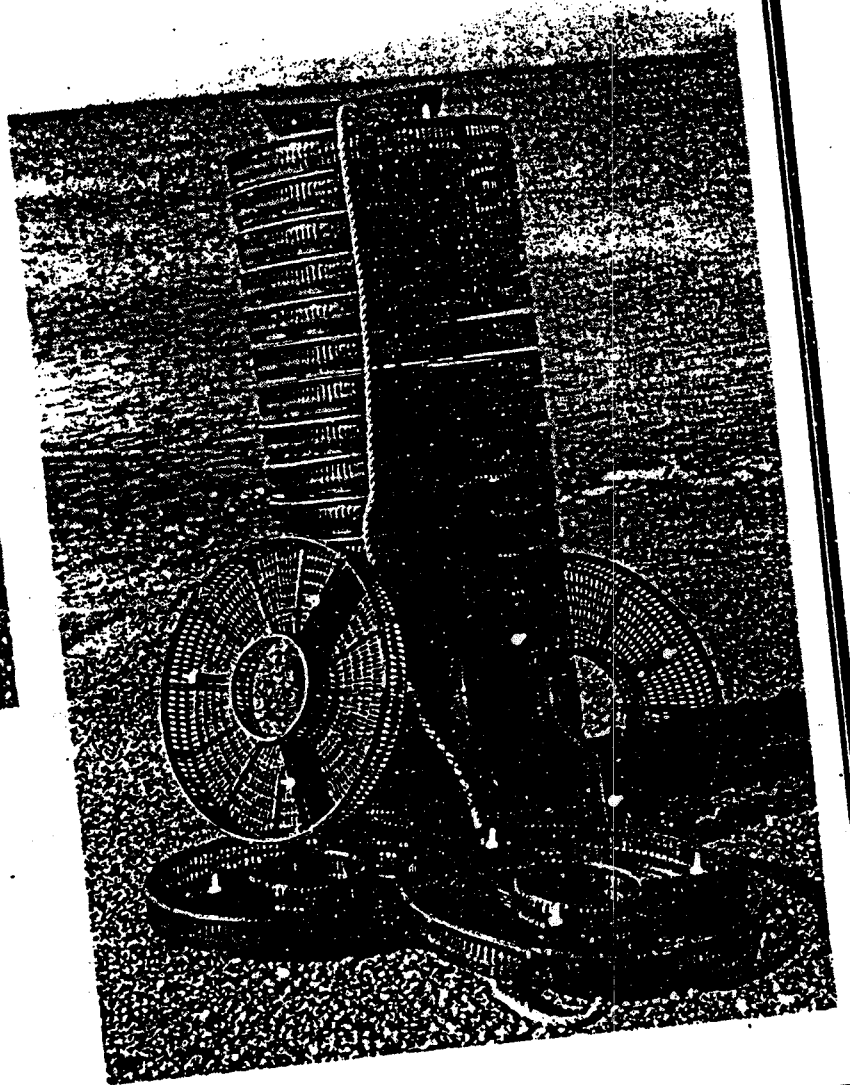
FEATURES

- Made from high density polyethylene
- Durable, non-corrosive
- Lightweight
- Easy handling and stacking
- Low cost (see price list)



NEW MODIFIED HANGER DESIGN!

- 7/16" Rainbow rope
- Better flow through
- Improved nutrient distribution

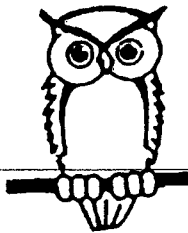


THIS PRODUCT QUALIFIES
FOR THE
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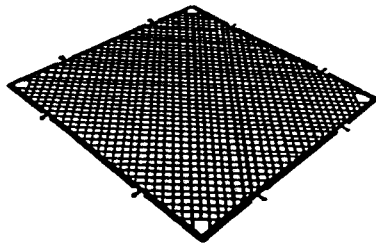


THE AQUATRAY[®] SYSTEM

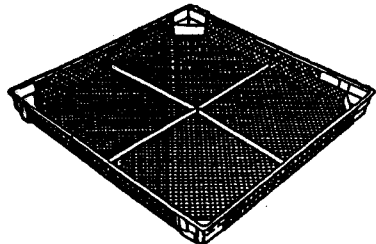
THE AQUACULTURIST SOLUTION

The AQUATRAY[®] System is your best investment !

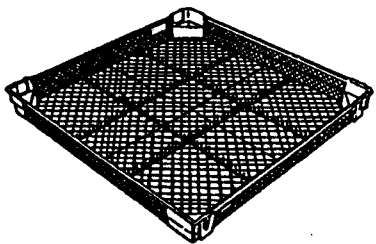
- Durable
- Lightweight
- High Stocking Density
- Disease Resistant
- Nestable
- Labor Savings
- Easily Cleaned
- Highest Flow Rate



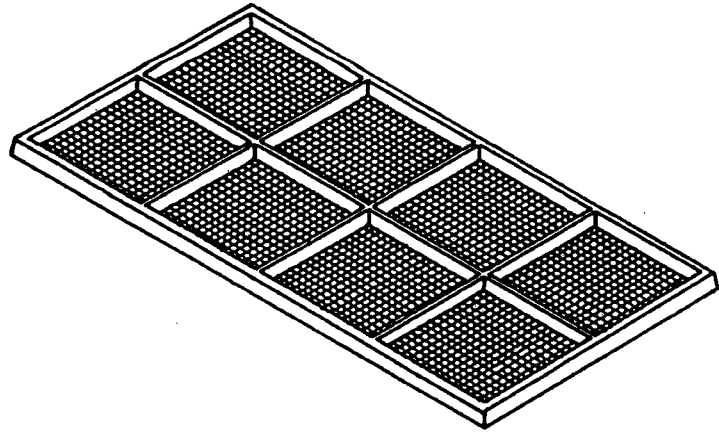
Top Lid (20mm Mesh)



Tray - 4 Partition (12 / 25mm Mesh)
Base and Sides



Tray - 9 Partition (12 / 25mm Mesh)
Base and Sides



XL Tray - 8 Partition (20 mm Mesh)
Solid Sides

SPECIES

- Oysters
- Scallops
- Abalone
- Clams - hard shelled
- Winter - cold weather storage of shellfish
- Hyponics
- Vermiculture

Types of Installations

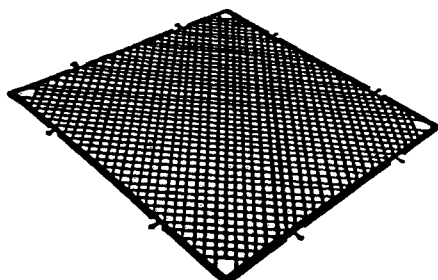
- Longline
- Individual Floats
- Horizontal Cable System
- Individual Trays
- Pontoon Rafts
- Post & Rail
- Deep Water
- calm or rough seas
- Tidal Flats

E-14

21

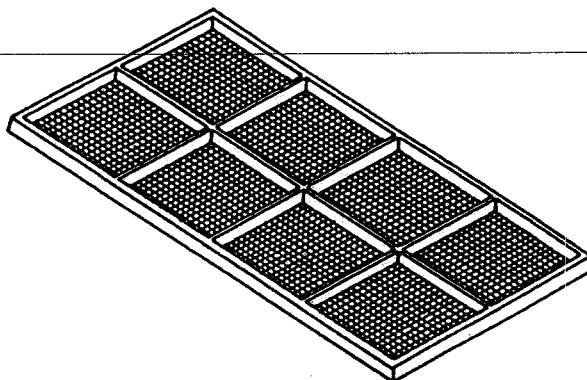
THE AQUATRAY® SYSTEM

COMPONENTS



Top Lid
(20mm Mesh)

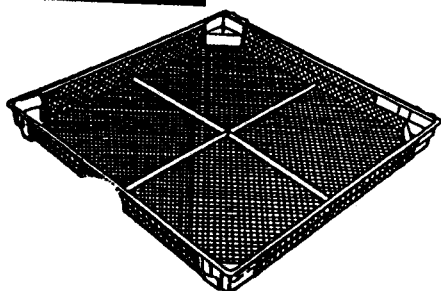
| |
|-------------|
| PART NUMBER |
| AQ-LID |



XL Tray - 8 Partition
(20 mm Mesh)
Solid Sides

| |
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| PART NUMBER |
| AQ820 |

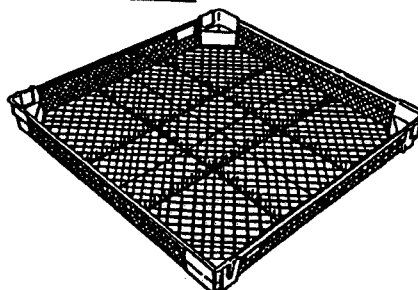
Detail C



Tray - 4 Partition
(12 / 25mm Mesh)
Base and Sides

| |
|--------------|
| PART NUMBER |
| 12 MM: AQ412 |
| 25 MM: AQ425 |

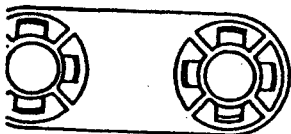
Detail C



Tray - 9 Partition
(12 / 25mm Mesh)
Base and Sides

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| PART NUMBER |
| 12 MM: AQ912 |
| 25 MM: AQ925 |

ACCESSORIES



Base Clip Lock
Part # AQ-BCL



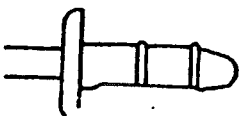
Divider for XL Tray
Part # AQ-DXL

Detail A

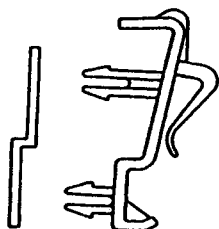


Finger Partition for 4 partition tray
Part # AQ-FP

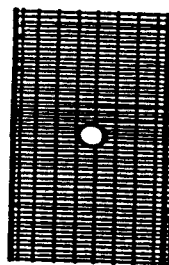
Detail B



Lid Lock
Part # AQ-LS



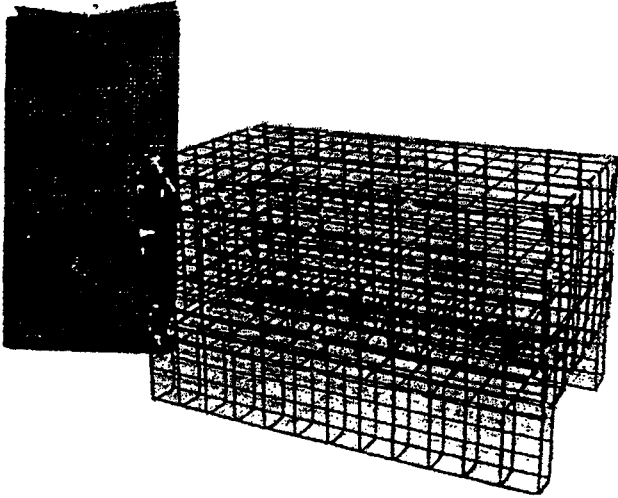
Side Clip Lock with
Back Lock Plate
Part # AQ-SCL



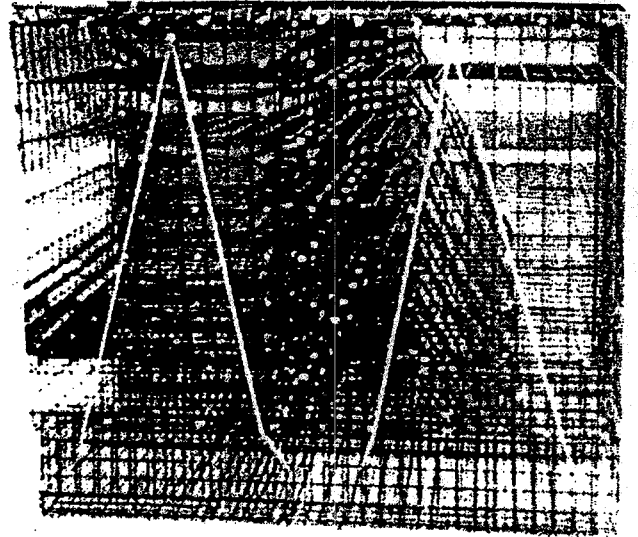
Webbing Strap with
pre-positioned holes
Part # AQ-WS

E-15

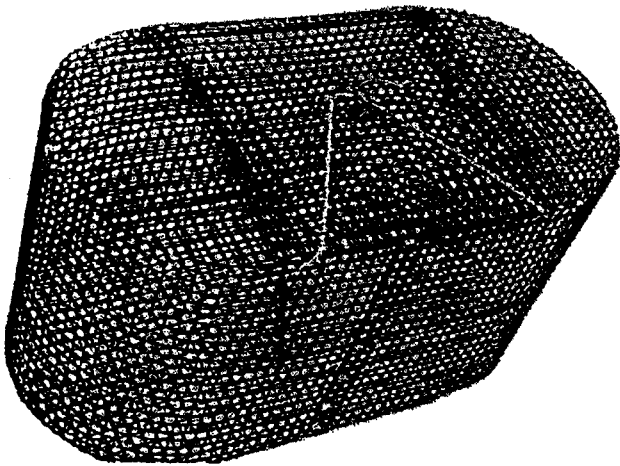
ATLANTIC AQUACULTURE GROWOUT CAGES AND TRAPS



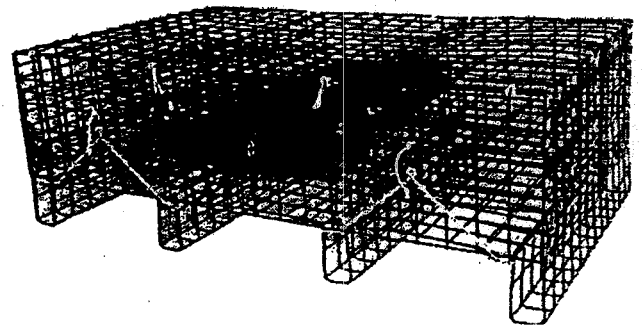
Shellfish Rack
Three high, single wide with door



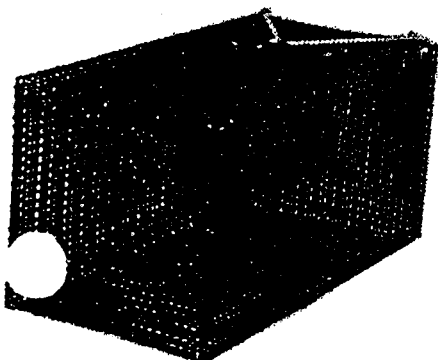
Shellfish Rack
Seven high, double wide without door



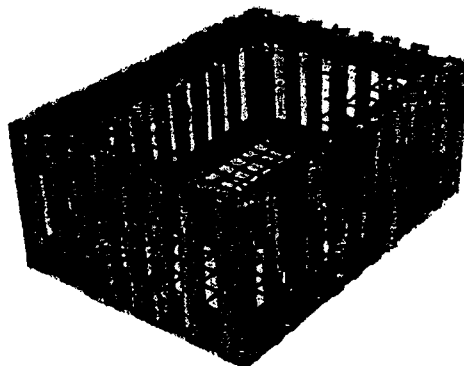
Live Fish Pen



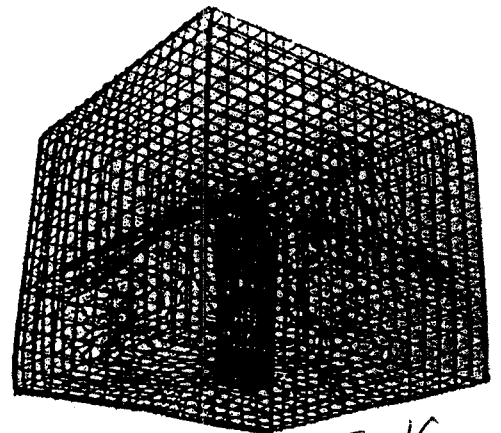
Shellfish Rack
Three high, triple wide with door



Eel Trap



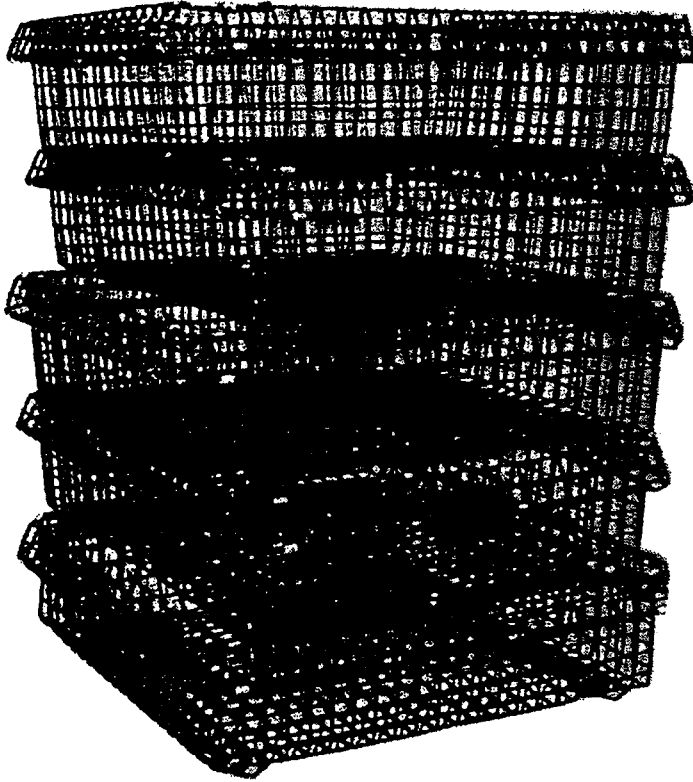
Conch Trap



Crab Trap

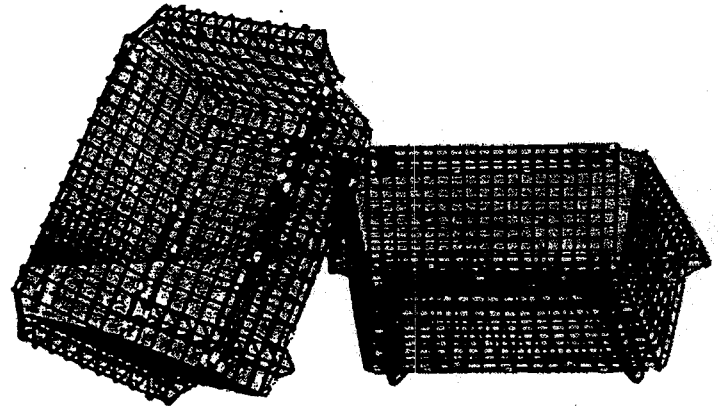
E-16

NESTABLE SHELLFISH TRAYS

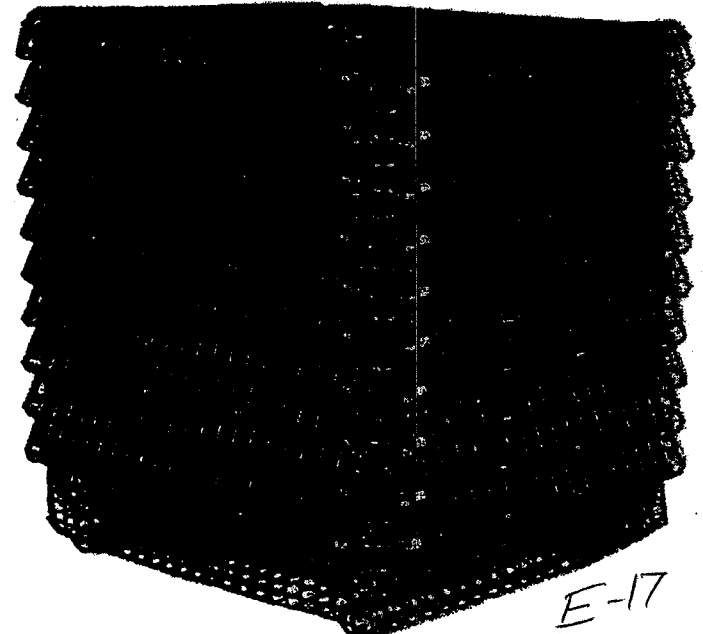
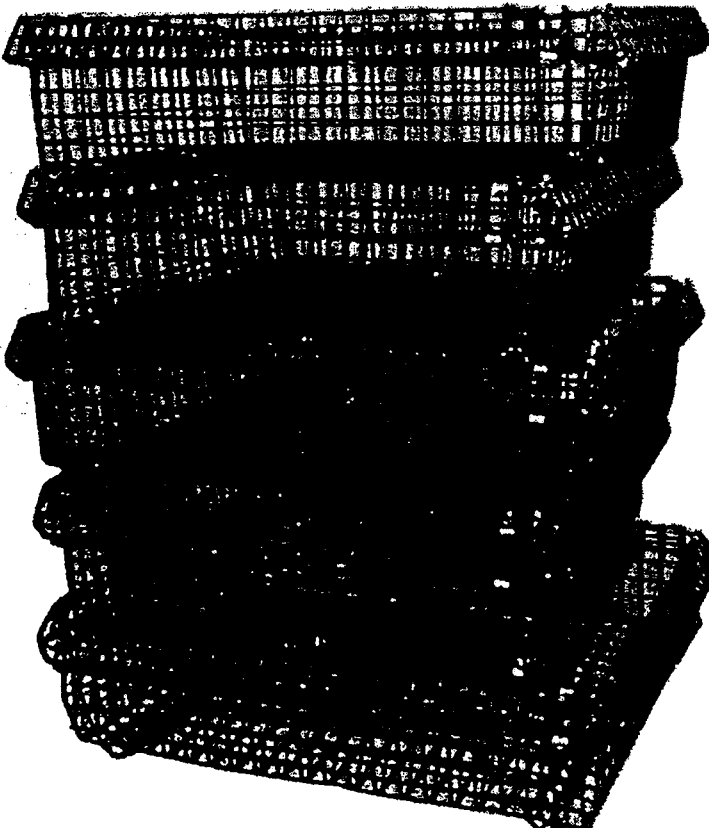


AQUA-STACKS™ Feature the following:

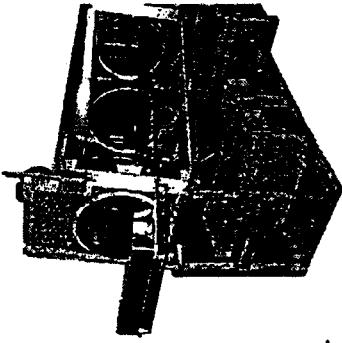
- Welded, galvanized, PVC coated steel mesh
- Flexibility in mesh size, tray size, and system dimensions
- Maximum flow with minimum bio-fouling
- Greater strength with less surface area
- Stackable and nestable
- Repairable
- Predator proof open or closed configuration
- Negative buoyancy with no ballast needed



Aqua-stacks™ can be used for beach handling trays and totes, broodstock trays, remote setting tank containers, and upweller trays and tray dividers. Aqua-stacks™ are available with half by half inch nursery inserts.



Atlantic Aquaculture Supply, Inc.



Sorter

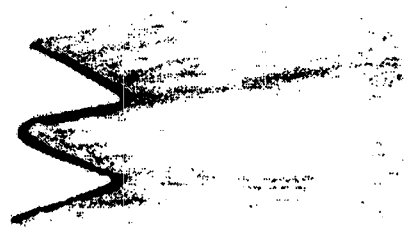
This all aluminum sorter will allow you to cull your harvest quickly and efficiently. Pre-fitted screens come equipped in various mesh sizes and materials including stainless steel and polyethylene. The sorter includes a 3/4 horse power motor for rotating the drum and a 1 1/2 horse power self priming spray pump.

AQUAMATS®

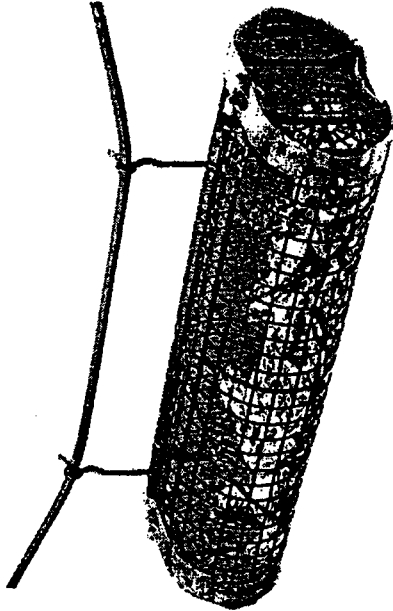
AquaMats® are a new aquatic product fabricated from specialized synthetic substrates to produce supplemental organic food resource, primarily phytoplankton, zooplankton and detrital bacteria. They resemble sea grass in appearance. At the same time that they generate a continuously replenished organic food supplement using natural biological processes, the product provides aquatic structure (to support higher stocking densities, reproduction and reduced predation) and effluent control for most aquatic species.

Use AquaMats® for the following:

- Biofiltration
- Fish Hatcheries
- Flow Control
- Lakes
- Ornamental Ponds
- Shrimp Nursery and growout



NEW PRODUCT TO THE USA

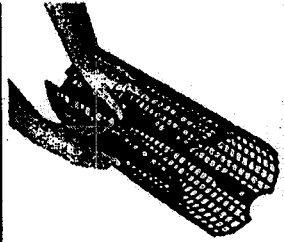
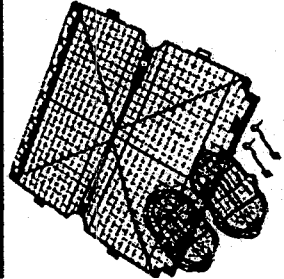


Seapa Oyster Baskets

These oyster baskets are designed to simplify sub-tidal and inter-tidal oyster production using longline or rack production. The 12mm and 20mm mesh baskets provide a simple to use, versatile, secure growing environment. The baskets are fully compatible with the longline system and have attachment points for the duck hooks.

Benefits Include:

- Cost effective
- Easy to assemble and pack flat
- Securely hold oysters when closed
- Suit both sub-tidal and inter-tidal use
- For use in longline and racked applications
- Use standard longline duck hooks



ORDER SOON BEFORE THEY'RE ALL GONE

Tenax Predator Netting

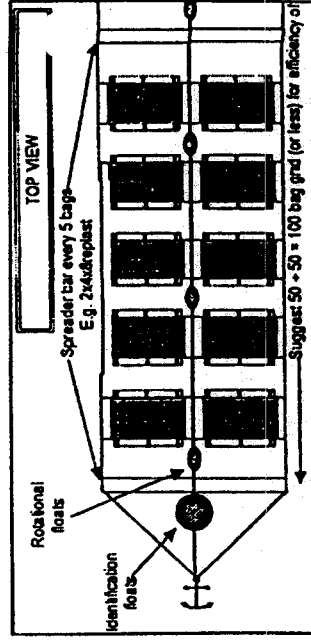
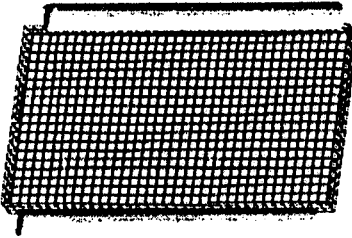
Protect your crop whether it be hard shell clams in natural beds or to cover nursery trays.

.23"x.27" Polypropylene Mesh

14.1'x1900' Roll
\$829.00 DELIVERED

Benefits of the High Output Floating/Submersed Oyster Growout System

- Reduces the growout cycle due to early spring water surface temperature and increased food availability
- Biofouling control: the grid can be flipped over all at once to allow the sun and air to decompose the lower side fouling
- Wave action agitates oysters at the surface which allows for partial shell shaping and beach hardening process



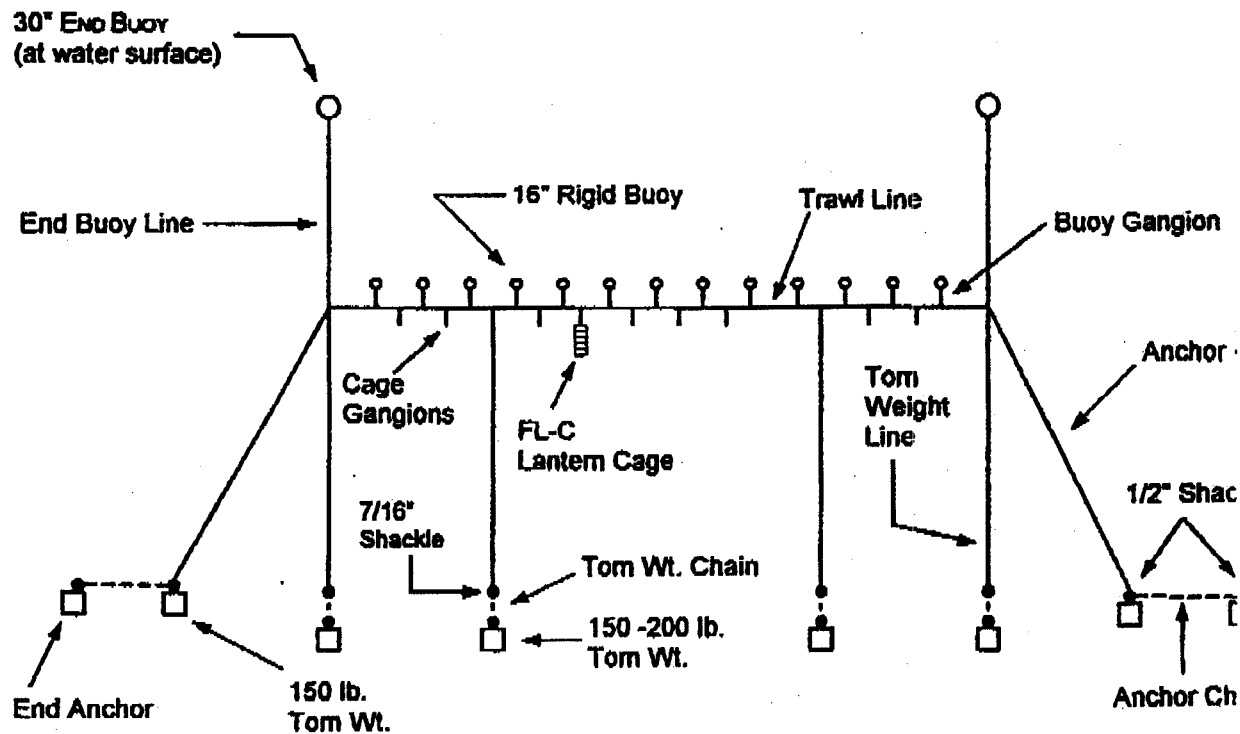
VISIT US ON THE WEB AT
www.atlanticaquaculture.com

AND VIEW OUR ENTIRE
PRODUCT LINE

16" DIAMETER RIGID SUBMERSIBLE BUOYS cont.

SUBMERGED LONGLINE

As shown in the diagram below, submersible buoys are important components in a sound design submerged longlines. By engineering a balance between positive and negative buoyancy, and maintaining stable anchoring, longlines may be reliably submerged to various depths. Sub-surface arrays help to avoid problems with traffic, suffer less UV damage than surface designs, and are largely removed from surface turbulence. **MOST IMPORTANTLY**, sub-surface gear suffers greatly reduced biofouling, which translates to more consistent growout conditions and lower costs. When properly designed, they are easily maintained from surface craft, using traditional methods such as lobster pot haulers or star wheels. Coastal Aquacultural Supply will assist the grower design an optimal system, whether on the surface or below.



100 Glen Road
P.O. Box 8066
Cranston, RI 02920 USA

Phone: 401 - 467 - 9370

FAX: 401 - 461 - 9520

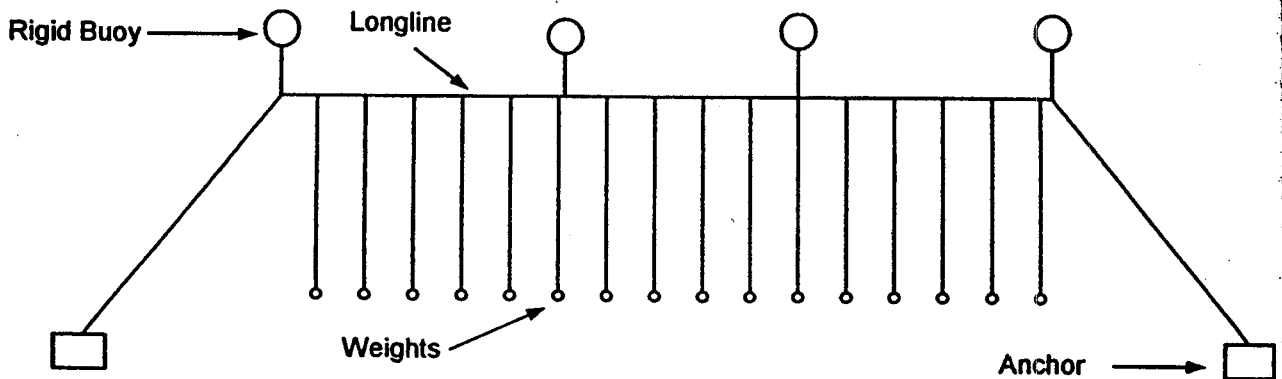
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E-19

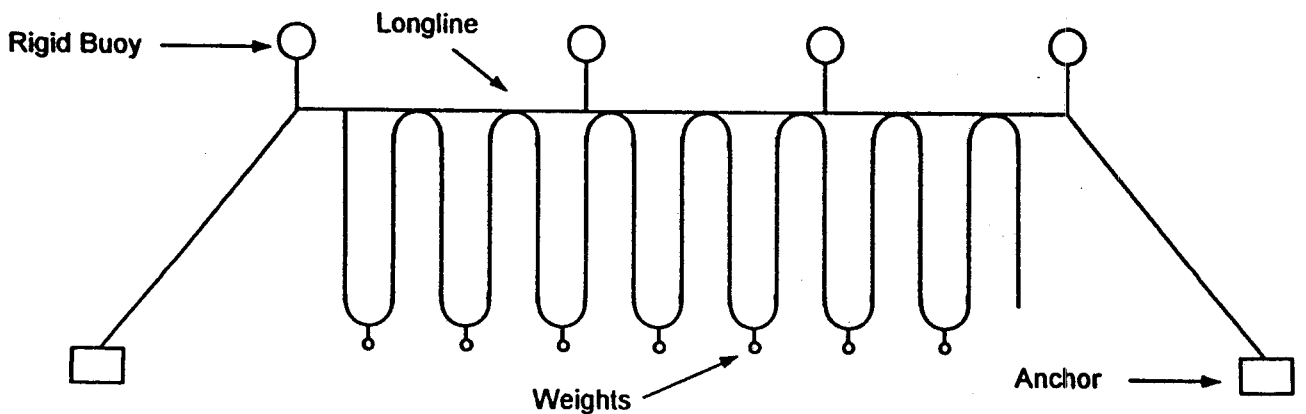
FUKUI MODEL FMS - ARTIFICIAL SEAWEED con't.

It is recommended that FMS be deployed vertically along a backbone, or mainline, with runs of approximately 20' maximum hanging depth. Spacing between attachment points on the mainline for either the single length or continuous loop method can vary, but 5 ft. is a fair starting assumption (See drawings, below). As the mussel seed grows, their weight increases drastically creating the need for extra flotation. Special attention must be paid to the system during this phase. It is recommended that weights be added to the lowermost point of the FMS, whether single strand or continuous loop. Ten to twenty pounds is sufficient.

SINGLE STRAND DEPLOYMENT



CONTINUOUS LOOP DEPLOYMENT



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AQUACULTURAL
SUPPLY

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DARK SEA SUSPENSION 1000 GROWING SYSTEM

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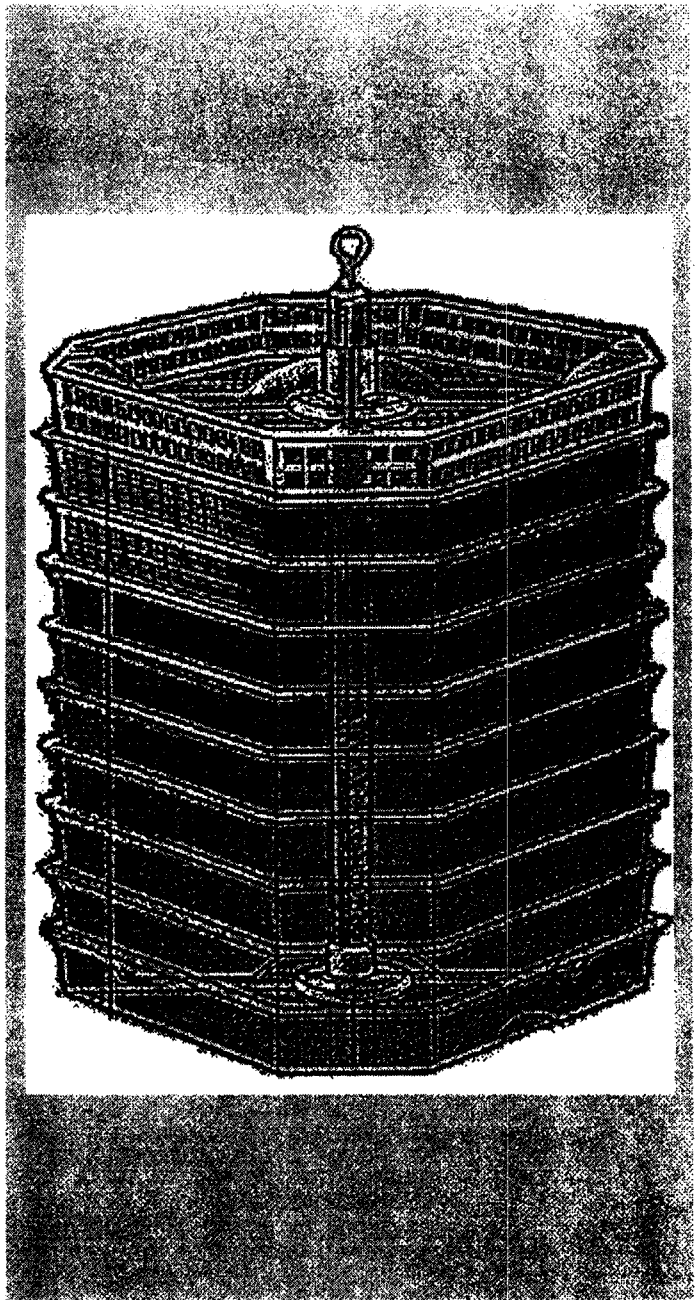
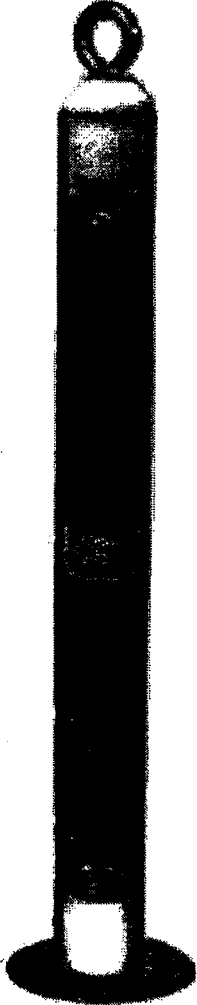
DARK SEA SUSPENSION 1000 GROWING SYSTEM

This system features the following:

- Injection molded with UV protected virgin plastic
- Designed for maximum water flow and strength
- Secure, simple, and fast hanging system
- Trays nest together for extra security
- Metal fittings are stainless steel

The system specifications include the following:

- Usually 10 to 15 trays are stacked on center pole
- Suspender can be built by farmer to any height
- Suspender is compressed at 316 SS base and 304 SS eye glue bonded to the 1 1/4" DWV ABS pile to form the suspender
- 10 tray stack requires 45lbs. buoyancy
- 15 tray stack requires 70lbs. buoyancy



FUKUI LANTERN NETS con't

MODEL FB-1:

Lantern Box Net

For oysters, scallops, freshwater prawn.

Frame size: 40 cm square (15.75")

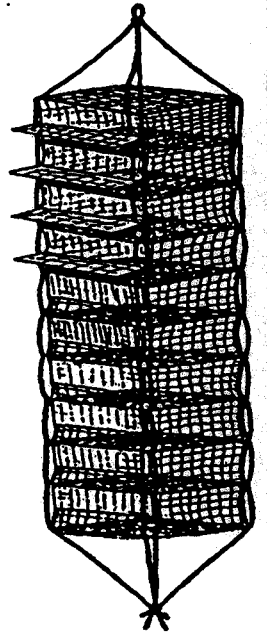
Mesh sizes

Woven: 3.0, 4.5, 6.0, 9.0 mm

Knotted: 15.0, 21.0 mm.

Tiers: 5, 10 and special request

Closure type: Hinged door with nylon clip



MODEL FB-2:

Low Fouling Lantern Box Net

For oysters, scallops and freshwater prawn.

Frame size: 40 cm square (15.75")

Mesh sizes

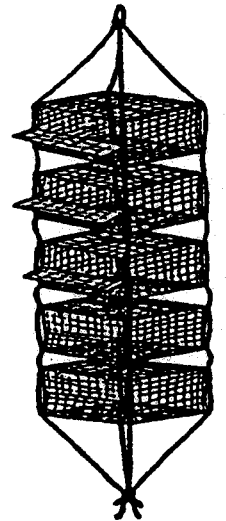
Raschel: 3.0, 4.5, 6.0, 9.0 mm

Woven: 15.0, 21.0 mm

Tiers: 5, 10 and special request

Closure type: Hinged door with nylon clips

Distance between tiers: 10 cm (4.0 in.)



Models FB-1 and FB-2 maximize growout space and labor efficiency. The key lies in their square shape, which allows for the operation of the hinged door - a revolutionary development which drastically cuts service time and associated labor cost. Since biofouling occurs to a lesser degree on the undersides of submerged objects, the FB-2 incorporates spaces between tiers, providing each chamber with a 'bottom' exposed to the water. FUKUI lantern box nets have been found to be ideal spawning sanctuaries for the freshwater prawn, *Macrobrachium rosenbergii*.

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FUKUI LANTERN NETS con't

MODEL **FL-C:** Round Lantern Net - for oysters and scallops
FL-S: Shibetsu Net - for oysters and scallops

Frame sizes: 38 cm and 50 cm round (15.0" and 19.7")

Mesh sizes

Woven: 3.0, 4.5, 6.0, 9.0 mm

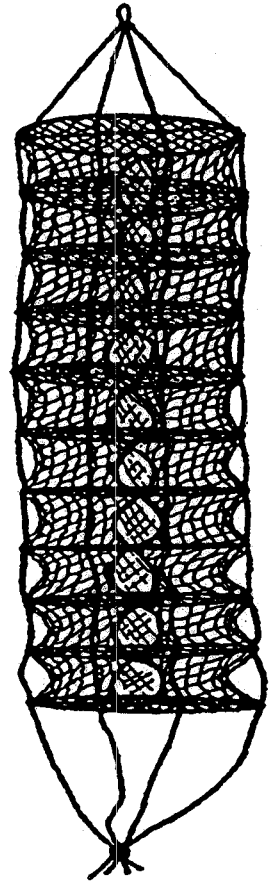
Knotted: 12.0, 15.0, 18.0, 21.0 mm

Tiers: 5, 10, 15 and special order

Closure type

FL-C: Laces or Velcro

FL-S: Flaps or Velcro



The round lantern net models FL-C and FL-S are economical designs, with the added benefit of greater ability to shed water flow, as compared to square lantern models. Labor efficiency in these models is enhanced with the use of Velcro to close the chambers.

DEPLOYMENT

Given the depth requirements for lantern cages, submerged longline or raft systems are recommended, serviced by a vessel outfitted with a pot hauler or star wheel. One such design is shown below. In general, when introducing stock to a lantern net, it is desirable to use the largest possible mesh size, to minimize fouling and to maximize water flow. However, to prevent seed loss through the meshes, the size of the mesh should be one-half that of the average stock size, i.e. 6 mm seed would be placed into a 3.0 mm mesh net. Coastal Aquacultural Supply can help design a system to fit the characteristics of your site.

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E-23

**STATE OF NEW JERSEY
DEPARTMENT OF ENVIRONMENTAL PROTECTION
DIVISION OF FISH AND WILDLIFE
BUREAU OF SHELLFISHERIES**

LEASE AGREEMENT

THIS AGREEMENT, made the _____ day of _____ in the year Two Thousand Eleven (2012),

BETWEEN

**Department of Environmental Protection
Division of Fish and Wildlife
Bureau of Shellfisheries – Delaware Bay Office
1672 East Buckshutem Road
Millville, New Jersey 08332**

hereinafter referred to as Landlord,

AND

[Tenant information goes here]

hereinafter referred to as Tenant.

WHEREAS, the Shellfisheries Council has the exclusive authority to lease the lands of the State under tidal waters for aquaculture activities pursuant to N.J.S.A. 50:1-23 and -24;

WHEREAS, the Commissioner of the New Jersey Department of Environmental Protection (hereinafter referred to as the “Commissioner”) has the authority to approve leases for the lands of the State under tidal waters for aquaculture activities pursuant to N.J.S.A. 50:1-18;

WHEREAS, for the purposes of this Lease Agreement only, the State of New Jersey, Department of Environmental Protection (the “Department”), Division of Fish and Wildlife, Bureau of Shellfisheries (hereinafter referred to as the “Landlord”) is considered and treated as the Landlord of the premises described hereinbelow and has the authority to enforce and manage this Lease:

WHEREAS, the Department has established three (3) Aquaculture Development Zones (ADZs) in the Delaware Bay (the “Bay”) for the cultivation of marine and estuarine shellfish through the use of structures placed in the Bay;

WHEREAS, in furtherance of its commitment to researching the environmental impacts of aquaculture activities within the ADZs and in recognition of the importance of aquaculture in

the State of New Jersey, the Department, after consultation with the Shellfisheries Council, has established a pilot project for short-term leasing of the ADZs (“Pilot Project”);

WHEREAS, during the term of each lease and the Pilot Project, the Landlord will examine the environmental impacts of aquaculture activities on the ADZs, and if it determines that the ecological impacts on the ADZs are too great, it shall have the right to terminate the Lease, pursuant to the terms set forth herein;

WHEREAS, the Department has received the necessary State and federal permits for aquaculture activities in the ADZs, including permits to install structures to support aquaculture activities therein;

WHEREAS, the Department’s Bureau of Shellfisheries has received the necessary license from the Department’s Bureau of Tidelands (hereinafter referred to as the “Tidelands License”) for aquaculture activities to be conducted within the ADZs;

WHEREAS, Tenant has expressed its desire to participate in the Pilot Project by leasing a portion of an ADZ (the “Leased Premises”), described in detail herein, for the purpose of conducting aquaculture activities;

WHEREAS, the Department, in consultation with the Shellfisheries Council, has determined that this Lease, for the purposes and subject to the terms and conditions herein provided: (i) is consistent with the Department’s statutory duty to assure the integrity and protection of the natural wild stocks of shellfish and their habitat; (ii) is consistent with the Pilot Project to research the environmental impacts of aquaculture in ADZs; and (iii) will serve the best interest of the State of New Jersey and the public by promoting and supporting aquaculture activities in the State; and

WHEREAS, this Lease has been approved by the Commissioner in accordance with N.J.S.A. 50:1-18c.

NOW THEREFORE, in consideration of the payment of fees and any monies to be made by Tenant as hereinbelow provided and the mutual covenants hereinafter made, the parties hereto agree as follows:

1. TERM

This Lease shall be in effect for a period of five (5) years (the “Term”), unless sooner terminated, as hereinafter provided, commencing on the Effective Date of this Lease which, for the purpose hereof, shall be the date on which the last of the following has occurred:

- (a) this Lease has been signed on behalf of Landlord and Tenant; and
- (b) the one-time payment referenced in Paragraph 7 has been received by Landlord.

“Lease Year” shall mean a period of twelve (12) consecutive months beginning on January 1 and ending on December 31, except with respect to the “First Lease Year,” which shall commence on the Effective Date and shall expire on December 31 of the calendar year that includes the Effective Date.

2. LEASED PREMISES

A. For parcels in the intertidal area of the Bay, referred to as and “ADZ-4 (A and B),” the size of the Leased Premises for the first two (2) years of the Term shall be one and one-half (1.5) acres, more particularly described as follows:

STARTING at the point Latitude _____, Longitude _____ (datum-----), and beginning at a point; _____, thence (Description), hereafter referred to as the “Initial Premises.”

Landlord may increase the size of the Initial Premises to three (3.0) five (5.0) acres two (2) years from the Effective Date of this Lease, pursuant to Tenant’s right of first refusal. Following the first two (2) years of the Term, Tenant shall have a right of first refusal to lease an additional one and one-half (1.5) acre area adjacent to the Initial Premises for the remaining Term. If Tenant wishes to exercise his right of first refusal, he must indicate his intent to do so in writing, to both the Landlord and the Shellfisheries Council, at least ninety (90) days prior to the two (2) year anniversary of the Effective Date of this Lease. If Tenant does not exercise his right of first refusal, the Landlord, in consultation with the Shellfisheries Council, shall have the right to lease the additional one and one-half (1.5) acre area adjacent to the Initial Premises to the first eligible, qualified lessee who is properly registered with the Landlord.

B. For parcels in deep water areas of the Bay, referred to as “ADZ-2” and “ADZ-3,” [TBD] the size of the Leased Premises for the first two (2) years of the Term shall be ten (10.0) acres, more particularly described as follows:

STARTING at the point Latitude _____, Longitude _____ (datum-----), and beginning at a point; _____, thence (Description), hereinafter referred to as the “Initial Premises.”

Landlord may increase the size of the Initial Premises to twenty (20.0) acres two (2) years from the Effective Date of this Lease, pursuant to Tenant’s right of first refusal. Following the first two (2) years of the Term, Tenant shall have a right of first refusal to lease an additional ten (10) acre area adjacent to the Initial Premises for the remaining Term. If Tenant wishes to exercise his right of first refusal, he must indicate his intent to do so in writing, to both the Landlord and the Shellfisheries Council, at least ninety (90) days prior to the two-year anniversary of the Effective Dave of this Lease. If Tenant does not exercise his right of first refusal, the Landlord, in consultation with the Shellfisheries Council, shall have the right to lease the ten (10) acre area adjacent to the Initial Premises to the first eligible, qualified lessee who is properly registered with the Landlord.

3. TERMINATION

A. Landlord may terminate this Lease for any of the following reasons:

- (i) if Tenant violates any provision of the Tidelands License (attached hereto as Exhibit A) or any applicable waiver agreement of upland ownership;
- (ii) if Tenant is in default of any obligation of this Lease, as set forth in Paragraph 11; or
- (iii) if a determination is made by the Department that the ecological impacts of the aquaculture activities are so great that they compromise the integrity and protection of any endangered or non-game species.

B. Tenant may elect to discontinue participation in the Pilot Program by terminating this Lease upon thirty (30) days' written notice to Landlord and the Shellfisheries Council. In that event, Tenant shall remove all equipment and structures from the Leased Premises by the end of the thirty (30) day notice period.

C. Termination of this Lease by either party as herein provided shall not release or discharge any payment, obligation, or liability owed to the other party under the terms and conditions of this Lease as of the date of such termination.

4. END OF TERM

Upon the expiration or termination of this Lease:

(i) Tenant immediately shall cease all occupancy and use of the Leased Premises and turn over peaceable possession and use of the Leased Premises to Landlord in at least as good condition as it was delivered at the commencement of this Lease;

(ii) Tenant shall, at Tenant's sole cost and expense, remove all personal property belonging to and removable by Tenant within the time prescribed in any notice of termination or before the scheduled expiration of the Lease. If Tenant fails to remove such personal property, Landlord may appropriate same to its own use without allowing any compensation therefore or may remove the same at the expense of Tenant. If Tenant removes any personal property, Tenant hereby covenants to repair any and all damage that may be caused to the Leased Premises by said removal;

(iii) Tenant shall pay to Landlord, without demand or notice, the sum of any additional lease fee and other payments accrued to the date of the End of Term; and

(iv) Landlord immediately may reenter the Leased Premises.

5. PURPOSE AND USE

A. Tenant, along with any agents authorized to perform aquaculture activities on his behalf pursuant to a "Permission to Work" form issued by the Department, shall not use or occupy the Leased Premises for any purpose other than planting and cultivating shellfish, using only those aquaculture practices and structures for which the Department has received the required State and federal permits. Tenant shall not use or allow or permit others to use the Leased Premises for any purpose or in any manner other than as expressly provided herein. No use or manner of use shall be implied from the purposes expressed herein.

B. Tenant shall install structures on the Leased Premises to support aquaculture activities in accordance with the State and federal permits obtained by the Department, attached hereto as Exhibits B and C, respectively. Said permits shall become part of this Lease. Tenant may not conduct any activities or install any structures that are not authorized by said permits. Tenant is responsible for maintaining the structures on the Leased Premises in accordance with any regulations currently in effect or that become effective in the future. Tenant shall remove the structures upon expiration or termination of this Lease pursuant to Paragraph 4 above.

6. ASSIGNMENT & SUBLETTING

This Lease shall not be assigned or transferred. Tenant shall not sublet the Leased Premises or any part thereof.

7. YEARLY LEASE FEE & ASSOCIATED OBLIGATIONS

A. A one-time payment of One Thousand (\$1,000.00) Dollars shall be paid by Tenant to Landlord prior to the execution of this Lease, and an additional fee of One Hundred (\$100.00) Dollars per acre for the intertidal lease area and Twenty-five (\$25.00) Dollars per acre for deep water lease areas (the "Lease Fee") shall be payable upon execution of the Lease (collectively referred to as the "First Year Lease Fee"). Thereafter, the yearly Lease Fee shall be payable before or on December 31 of each consecutive calendar year for the Term of the Lease.

B. All Lease Fees shall be paid at the Department office maintained at 1672 East Buckshutem Road, Millville, NJ 08332, by check made payable to "Treasurer – State of New Jersey."

C. Any payment of a Lease Fee not made on or before the date provided in subparagraph A of this Paragraph shall be considered past due, and Tenant will be in default pursuant to Paragraph 11 of this Lease. However, if Tenant fails to meet the yearly Lease Fee payment deadline in light of illness or other extenuating circumstances, the Landlord, in consultation with the Shellfisheries Council, may extend the Lease Fee payment deadline by no more than one (1) month.

D. In the event that any check for payment is returned to Landlord, all future compensations shall be made by Certified Check or Money Order only.

E. At the time of making the yearly Lease Fee payment, Tenant also shall file a completed report with the Landlord, indicating the number of days the Lease was worked over the past year, in accordance with N.J.A.C. 7:25-24.8(e).

8. INDEMNIFICATION

Tenant shall assume all risks and liabilities arising out of Tenant's possession, operation, and use of the Leased Premises. Tenant agrees to defend or cause to be defended and to indemnify and hold Landlord harmless from and against any and all manner claims, suits, expenses, damages, or causes of action for damages arising out of, or allegedly arising out of, in whole or in part, the use or occupancy of the Leased Premises by Tenant, its agents, contractors, employees, and invitees.

9. INSURANCE

A. Tenant shall, at Tenant's sole cost and expense, obtain and maintain at all times during the term of this Lease, insurance on the Leased Premises for damages imposed by law and assumed under this Lease, of the types and in the amounts hereinafter provided:

- (i) Comprehensive General Liability policy as broad as the standard coverage form currently in use in the State of New Jersey which shall not be circumscribed by any endorsements limiting the breadth of coverage. The policy shall include an endorsement (broad form) for contractual liability. Limits of liability shall be maintained at the level of One Million (\$1,000,000.00) Dollars for each occurrence of bodily injury and property damage liability;
- (ii) Property insurance to cover loss or damage on an "all risk" of physical loss form of coverage against fire, water, wind, storm, loss, theft, and damage on any structures on the Leased Premises and all fixtures, equipment, and other property attached thereto and/or physically incorporated therein and the contents owned by Tenant and located in or on the Leased Premises. Said insurance shall be in an amount not less than the full value of such structures, fixtures, equipment, and contents. The value of said structures, fixtures, equipment, and contents shall be determined by Tenant using whatever procedures Tenant considers appropriate. Said policy shall be written so as to provide that the insurer waives all right of subrogation against Landlord in connection with any loss or damage covered by the policy;
- (iii) Worker's Compensation applicable to the Laws of the State of New Jersey and Employer's Liability Insurance with limits of not less than One Hundred Thousand (\$100,000.00) Dollars per occurrence for bodily injury liability and One Hundred Thousand (\$100,000.00) Dollars occupational disease per employee with an aggregate limit of Five Hundred Thousand (\$500,000.00) Dollars occupational disease; and

- (iv) Such other insurance and in such amounts as may from time to time be reasonably required by Landlord.

B. Tenant shall require any person providing any service and/or conducting any activity on the Leased Premises as part of Tenant's use and occupancy thereof to secure and maintain in force at all times during the provision of any service and/or conduct of any activity thereon as part of Tenant's use and occupancy of the Leased Premises, insurance coverage of the types and in at least the minimum amounts required under subparagraph A (i), (iii), and (iv) above.

C. All policies of insurance shall provide that the proceeds thereof shall be payable to Landlord and Tenant as their respective interests may appear. All insurance coverage required to be maintained by Tenant on the Leased Premises in accordance with this Lease shall be issued by an insurance company authorized and approved to conduct business in the State of New Jersey and shall name the State of New Jersey, Department of Environmental Protection as an additional insured.

D. When Tenant returns this Lease, signed by Tenant, to Landlord for signature, Tenant shall provide Landlord with a certificate of insurance evidencing that Tenant has obtained all insurance coverage in accordance with this Lease. A copy of the certificate of insurance shall be attached to this Lease as Exhibit D. Failure to provide a certificate of insurance at the time of Tenant's execution of this Lease shall render this Lease null and void. The certificate of insurance shall provide for thirty (30) days' notice, in writing, to Landlord prior to any cancellations, expiration, or non-renewal during the term the insurance is required to be maintained in accordance with this Lease. Tenant also shall provide Landlord with valid certificates of renewal of the insurance upon the expiration of the policies so that Landlord is continuously in possession of current documentation that Tenant has obtained and is maintaining in full force and effect all insurance required under this Lease. Tenant also shall, upon request, provide Landlord with copies of each policy required under this Lease certified by the agency or underwriter to be true copies of the policies provided by Tenant. Tenant shall not allow any contractor or subcontractor to engage in any activity on the Leased Premises without first submitting to Landlord a current certificate of insurance showing that the contractor or subcontractor has obtained insurance coverage in accordance with the requirements of this Lease. Tenant shall deliver the certificates to Landlord's address, as provided in Paragraph 7B of this Lease.

E. Tenant expressly understands and agrees that any insurance protection required by this Lease shall in no way limit Tenant's indemnification obligations assumed in this Lease and shall not be construed to relieve Tenant from liability in excess of such coverage, nor shall it preclude Landlord from taking such other actions as are available to it under any provision of this Lease and as otherwise provided for at law or in equity.

F. The limits of insurance policies described in this Paragraph shall be reviewed by Landlord and Tenant every two (2) years. Tenant shall increase the limits of said policies to meet changed circumstances including, but not limited to, changes in the United States Consumer Price Index and changes indicated by the course of plaintiffs' verdicts in personal injury actions.

10. MAINTENANCE

A. After Landlord places temporary buoys in the water to delineate the Leased Premises, Tenant shall mark and maintain the corner markers of the Leased Premises with stakes or buoys as described in N.J.A.C. 7:25-13.1.

B. Tenant shall not create any nuisance on the Leased Premises and shall not authorize or engage in any activity that may be detrimental to public health, public safety, or any person's real or personal property. Execution of this Lease does not provide Tenant with exclusive rights of navigation or access to the waters of the State, as set forth in N.J.S.A. 50:1-33.

C. Tenant shall, at his sole cost and expense, keep the Leased Premises free from garbage, refuse, and similar material and shall maintain all structures and equipment on the Leased Premises in good condition and repair, reasonable wear and tear excepted.

11. DEFAULT

A. The following events shall be deemed to be events of default hereunder:

- (i) if Tenant fails to pay when due any money or Lease Fee payable hereunder;
- (ii) if Tenant fails to comply with any other provision of this Lease and fails to cure such noncompliance within thirty (30) days after notice thereof to Tenant, or where Landlord agrees that such noncompliance cannot be cured within thirty (30) days, if Tenant fails to promptly and diligently undertake to cure such noncompliance and cause the same to be cured as soon as reasonably possible. In no event shall the cure period extend for more than sixty (60) days unless the Landlord agrees in writing;
- (iii) if Tenant makes a transfer in fraud of creditors or is adjudged bankrupt or insolvent in any proceedings;
- (iv) if a receiver or trustee is appointed for all or substantially all assets of Tenant; or
- (v) if Tenant abandons any substantial portion of the Leased Premises for at least two (2) years; or
- (vi) if the Department finds that Tenant has not met all statutory criteria for leasing, as specified at N.J.S.A. 50:1-23 through -31; or
- (vii) if Tenant fails to maintain a valid Commercial Shellfish License or Shellfish Certificate; or

- (viii) if Tenant is convicted of any violation of N.J.S.A. 50:4-3 or N.J.S.A. 58:24-3 or N.J.S.A. 50:2-11 or of any administrative rule promulgated pursuant to those statutory provisions.

In the event of any such event of default, Landlord may, in addition to (and not instead of) any other remedies available at law or equity, terminate this Lease and keep any fees or prorated Lease Fee received to date. In the event that Tenant is unable to comply with the terms of this Lease because of a claimed hardship, Tenant shall be responsible for making an application for a temporary hardship exemption to the Landlord. Final determinations of hardship shall rest solely with Landlord and shall not, under any circumstances, conflict with any statute, rule, regulation, or federally imposed requirement for the management of fisheries. If any such conflict exists, the request for a hardship shall be denied.

B. In the event of default, Tenant may reapply for a lease of the Leased Premises. Tenant's ability to reapply shall not constitute any kind of guarantee or assurance that Tenant will be granted another lease for the Leased Premises.

12. ACCESS TO LEASED PREMISES

A. Tenants at ADZ-4 may use the following points of upland access in order to reach ADZ-4: Pierce's Point Road; High Beach Road; and Millman Boulevard. Access to beaches may be restricted by the State of New Jersey during certain periods of time. From May 1 through June 7 of each Lease Year, during which time environmental restrictions are in place, tenants or any of their employees or authorized agents shall access ADZ-4 in accordance with the federal permit Condition No. 11. Tenant shall not trespass on the private property of any upland property owner. Any unauthorized access or trespass by the Tenant shall be grounds for immediate termination of the Lease.

B. The Landlord, its agents, and representatives shall have access to the Leased Premises at all reasonable times for the purpose of inspecting the same and securing compliance with the terms and conditions of this Lease.

13. PUBLIC ACCESS

Tenant shall not interfere with the public's right of access under the New Jersey Public Trust doctrine. Tenant retains all ordinary rights to bring any and all civil or criminal actions against any person(s) for trespass upon or interference with the Leased Premises and/or any private property on the Leased Premises.

14. NOTICES

Notice required to be given to the Landlord or Tenant under this Lease shall be deemed to have been given when actually delivered or when deposited in the United States mail, first class, postage prepaid, addressed as follows:

**Landlord: STATE OF NEW JERSEY
DEPARTMENT OF ENVIRONMENTAL PROTECTION
DIVISION OF FISH AND WILDLIFE
BUREAU OF SHELLFISHERIES – DELAWARE BAY OFFICE
1672 EAST BUCKSHUTEM ROAD
MILLVILLE, NJ 08332**

**And: NJ SHELLFISHERIES COUNCIL – DELAWARE BAY SECTION
1672 EAST BUCKSHUTEM ROAD
MILLVILLE, NJ 08332**

**Tenant: [ENTER NAME]
[ENTER STREET ADDRESS]
[ENTER CITY, STATE, ZIP CODE]**

15. ALTERATIONS TO LEASED PREMISES

Tenant shall make no alterations to the Leased Premises, except those specifically authorized by this Lease, any regulation, and/or any regulatory permits issued to the Department that are incorporated herein.

16. NO DISCRIMINATION – AMERICANS WITH DISABILITIES ACT

A. Tenant shall not discriminate against any person, employee, or applicant for employment because of age, national origin, race, creed, color, disability, sex, or sexual preference. This provision shall include but not be limited to the following: employment; upgrading; demotion; transfer; recruitment; recruitment advertising; rates of pay or other forms of compensation; layoff or termination; and selection for training, including apprenticeship.

B. Tenant, and any of its employees, contractors, or invitees, shall not discriminate on the basis of age, national origin, residence, race, creed, color, disability, sex, or sexual preference in conducting aquaculture activities.

17. SOLICITATION

Tenant warrants that no person has been employed directly or indirectly to solicit or secure this Lease in violation of N.J.S.A. 52:34-15 and that N.J.S.A. 52:34-19, relating to the procurement and performance of this Lease, has not been violated by any conduct of Tenant, including the paying or giving, directly or indirectly, or any fee, commission, compensation, gift, gratuity, or consideration of any kind to any State employee, officer, or official.

18. SUPERSEDES

This Lease supersedes and cancels any and all previous Leases covering the Leased Premises.

19. SUCCESSION AND BINDING AGREEMENT

All of the terms and provisions of this Lease shall be binding upon and shall inure to the benefit of both parties and their respective legal representatives.

20. ENTIRE AGREEMENT

The parties hereto agree that this Lease represents the entire agreement between the parties; all negotiations, oral agreements, and understandings are merged herein.

21. AMENDMENTS

The parties hereto agree that this Lease may be amended, supplemented, changed, modified, or altered only upon mutual agreement of the parties hereto in writing.

22. WAIVER

A. Failure of either party to complain of any act or omission on the part of the other party, no matter how long such act or omission may continue, shall not be deemed to be a waiver by said party or any of its rights under this Lease. No waiver by either party at any time, express or implied, of any breach of any provision of this Lease, shall be deemed a waiver of or a consent to any subsequent breach of the same or any other provision. The consent to or approval of any action on any one occasion by either party shall not be deemed a consent to or approval of any other action on the same or any subsequent occasion. Any and all rights and remedies which either party may have under this Lease or by operation of law, either at law or in equity, by reason of a breach by the other party shall be distinct, separate, and cumulative and shall not be deemed inconsistent with any other right or remedy, and any two or more or all of such rights and remedies may be exercised at the same time. Acceptance by either party of any of the benefits of this Lease with knowledge of any breach thereof by the other party shall not be deemed a waiver by the party receiving the benefit of any rights or remedies to which it is entitled hereunder or by law.

B. Landlord makes no warranty of Tenant's leasehold estate, and in the event of any lawful ejectment of Tenant, Landlord shall not refund to Tenant any Lease Fee or payment previously remitted to Landlord under this Lease.

23. COMPLIANCE

Tenant shall comply with all applicable laws, regulations, and ordinances of governmental entities that have jurisdiction over the Leased Premises.

24. HOLD OVER TENANCY

If Landlord allows Tenant to remain in possession of the Leased Premises after expiration of this Lease without having executed a new written lease with Landlord, Tenant shall occupy the Leased Premises subject to all terms, covenants, and conditions contained in this Lease. Such holding over by Tenant shall not constitute a renewal or extension of this Lease. Landlord may, at its option, elect to treat Tenant as one who has not removed at the end of his Term and thereupon would be entitled to all remedies against Tenant as provided by law.

25. NEGOTIATED DOCUMENT

Each and every provision of this Lease has been independently, separately, and freely negotiated by the parties as if this Lease were drafted by the parties hereto. The parties therefore waive any statutory or common law presumption that would serve to have this document construed in favor of or against any party as the drafter hereof.

26. SEVERABILITY

If any term or provision of this Lease, or the application thereof to any person or circumstance, shall, to any extent, be determined to be invalid or unenforceable by a court of competent jurisdiction, the remainder of this Lease, or the application of such term and provision of this Lease, shall be valid and be enforced to the fullest extent permitted by law.

27. HEADINGS

The article, paragraph, and subparagraph headings throughout this Lease are for convenience and reference only, and the words contained therein shall in no way be held to explain, modify, amplify, or aid in the interpretation, construction, or meaning of the provisions of this Lease.

28. PAY TO PLAY

A. This Lease may be subject to the provisions of P.L. 2005, c. 51 (N.J.S.A. 19:44A-20.13 et seq.), and if applicable, Tenant's compliance with said statute shall be a material term and condition of this Lease.

B. Tenant is advised of the responsibility to file an annual disclosure statement on political contributions with the New Jersey Election Law Enforcement Commission (ELEC), pursuant to N.J.S.A. 19:44A-20.26 and -20.27 (P.L. 2005, c. 271) if Tenant received contracts in excess of Fifty Thousand (\$50,000.00) Dollars from a public entity in a calendar year. It is Tenant's responsibility to determine if filing is necessary. Failure to so file can result in the imposition of financial penalties by ELEC. Additional information about this requirement is available from ELEC at 888-313-3532 or at www.elec.state.nj.us.

29. ATTACHMENTS

The following are attached to and made a part of this Lease:

Exhibit A – License issued by Department's Bureau of Tidelands Management

Exhibit B – Permit issued by Department's Division of Land Use Regulation

Exhibit C – Permit issued by United States Army Corps of Engineers

Exhibit D – Tenant's Certificate of Insurance

DRAFT

IN WITNESS WHEREOF, Landlord and Tenant have duly executed this Lease effective on the date herein below set forth.

Landlord:
Department of Environmental Protection

By: _____
Amy Cradic, Assistant Commissioner

Date: _____

ATTEST:

Tenant:
[Insert name here]

By: _____

By: _____

Date: _____

This Lease has been reviewed and approved as to form for the Department by:

PAULA T. DOW
Attorney General
State of New Jersey

By: _____
Lauren J. Trasferini
Deputy Attorney General

Date: _____

SUPPLEMENTAL LICENSE APPLICATION
Child Support Certification Form

Calendar Year 20 _____

Please certify, under penalty of perjury, the following:

- | | | |
|---|------------------------------|-----------------------------|
| a. Do you currently have a child-support obligation? | <input type="checkbox"/> yes | <input type="checkbox"/> no |
| (1) If "Yes," are you in arrears in payment of said obligation? | <input type="checkbox"/> yes | <input type="checkbox"/> no |
| (2) If "Yes," does the arrearage match or exceed the total amount payable for the past six months? | <input type="checkbox"/> yes | <input type="checkbox"/> no |
| b. Have you failed to provide any court-ordered health insurance coverage during the past six months? | <input type="checkbox"/> yes | <input type="checkbox"/> no |
| c. Have you failed to respond to a subpoena related to either paternity or child-support proceeding? | <input type="checkbox"/> yes | <input type="checkbox"/> no |
| d. Are you the subject of a child-support related arrest warrant? | <input type="checkbox"/> yes | <input type="checkbox"/> no |

In accordance with N.J.S.A. 2A:17-56,44d, an answer "Yes" to any of the questions (2) through d will result in a denial of licensure or certification. Furthermore, any false certification of the above may subject you to a penalty, including but not limited to, immediate revocation or suspension of licensure or certification.

| | | |
|------|---------------------------------|-----------------------|
| Date | Applicant's Name (Please Print) | Applicant's Signature |
|------|---------------------------------|-----------------------|

* Pursuant to N.J.S.A. 2A17-56.44e. of the New Jersey Child Support Enforcement Law, the Division of Fish and Wildlife is required to obtain your Social Security Number. The Division is further obligated to provide your Social Security Number to the Probation Division or other agency responsible for child support enforcement..

The Office of the Attorney General highly recommends completion of the Child Support Certification online using the secure Division website, listed below. If that is not possible, please complete the application below and include with your documents when purchasing your Commercial Marine License.

<https://www4.wildlifelicense.com/nj/ALS/licCtrl.php?start=1>

The below is **REQUIRED** if you are purchasing a license from the following list:

- Resident Commercial Shellfish License
- Resident Recreational Shellfish License
- Resident Juvenile Recreational Shellfish License
- Resident Senior Citizen Recreational Shellfish License

CERTIFICATION OF RESIDENCY

I CERTIFY THAT I AM LEGALLY DOMICILED WITHIN THE STATE OF NEW JERSEY AS OF THIS DATE AND HAVE NO OTHER DOMICILE. I UNDERSTAND THAT MERE SEASONAL OR TEMPORARY RESIDENCE WITHIN THE STATE DOES NOT CONSTITUTE DOMICILE. I FURTHER CERTIFY UNDER PENALTY OF LAW THAT THE INFORMATION PROVIDED IN THIS DOCUMENT IS TRUE, ACCURATE AND COMPLETE. I AM AWARE THAT THERE ARE SIGNIFICANT CIVIL PENALTIES FOR KNOWINGLY SUBMITTING FALSE, INACCURATE OR INCOMPLETE INFORMATION AND THAT I AM COMMITTING A CRIME OF THE FOURTH DEGREE IF I MAKE A WRITTEN FALSE STATEMENT WHICH I DO NOT BELIEVE TO BE TRUE.

SIGNATURE OF APPLICANT: _____

DATE: _____

N.J.S.A. 58:24-3. Condemned beds; prohibition of taking; distribution, sale or possession; permit; fee

58:24-3. The department shall prohibit the taking of oysters, clams or other shellfish from a place which has been condemned by the department pursuant to this act, and shall also prohibit the distribution, sale, offering for sale or having in possession of any such shellfish so taken, without a permit so to take, distribute, sell, offer to sell, or have in possession, first obtained from the department, under such rules and regulations as it shall adopt. A fee of \$25.00 shall be charged for any permit so issued.

L.1979, c. 321, s. 3, eff. Jan. 18, 1980.

N.J.S.A. 50:2-11. Taking shellfish after sunset, before sunrise or on Sunday; prohibited, limited exceptions for Sunday.

50:2-11. No person shall dredge upon, or throw, cast or drag an oyster dredge or any other instrument or appliance used for catching shellfish, or assist in so doing, or collect shellfish by any means, upon any of the lands lying under the tidal waters of this State before sunrise or after sunset, or at any time on Sunday, except that clams may be taken from the waters of Raritan Bay, Sandy Hook Bay, Shrewsbury River or Navesink River on Sunday. The department, in consultation with the council, may adopt, pursuant to the "Administrative Procedure Act," P.L.1968, c.410 (C.52:14B-1 et seq.), rules and regulations for the harvest of oysters on Sunday during specific times, in specific areas, and using specific methods of harvest. The maintenance of leases, limited to the moving and planting of shell, oyster and clam seed and the use of bagless oyster scrapes, shall be permitted on Sunday.

Amended 1973, c.352; 1975, c.398, s.5; 1979, c.199, s.37; 2007, c.338, s.39.

N.J.S.A. 50:4-3. Protection of leased lands; exception.

50:4-3. No person shall dredge upon, throw, cast or drag an oyster dredge, use oyster tongs, rakes, forks or other instruments or appliances used for catching shellfish, or tread for shellfish, upon any of the leased lands of this State lying under the tidal waters of the Atlantic seaboard or tributaries thereof, above Cape May Point, other than land or ground for which the person or the person's employer then holds a lease from the council. A lessee may, however, authorize another validly licensed individual to harvest shellfish on the lease using authorized gear during the authorized season.

Amended 1953, c.262, s.2; 1979, c.199, s.62; 1983, c.219, s.2; 2007, c.338, s.85.

Amended by R.1995 d.632, effective December 4, 1995.
See: 27 N.J.R. 3269(a), 27 N.J.R. 4888(a).

7:25-12.18 Signatories; certification

(a) All applicants and licensees shall, upon submission of initial, renewal, replacement applications, transfer applications or weekly harvest reports, sign the following certification on the application or report forms:

1. "I certify under penalty of law that the information provided in this document is true, accurate and complete. I am aware that there are significant civil penalties for submitting false, inaccurate or incomplete information and significant criminal penalties, including fines and/or imprisonment for submitting false, inaccurate or incomplete information or information which I do not believe to be true."

(b) Penalties for false swearing or false reporting may include the penalties set forth in N.J.S.A. 2C:28-3 and the penalties set forth in N.J.A.C. 7:25-12.19.

7:25-12.19 Penalties

Violation of any section of this subchapter, or any license or order issued pursuant to it, shall subject the violator to the penalties set forth in the Marine Fisheries Management and Commercial Fisheries Act, N.J.S.A. 23:2B-1 et seq., at N.J.S.A. 23:2B-14. Penalties may include monetary penalties of \$100.00 to \$3,000 for a first violation, and \$200.00 to \$5,000 for any further violations. Penalties may also include confiscation of any vessel or equipment used in committing a violation, and revocation of any license issued under this subchapter and N.J.S.A. 50:2-6.1 through 50:2-6.3. The Department may compromise and settle any claim for a penalty under this subsection in such amount as in the discretion of the Department may appear appropriate and equitable under all the circumstances.

7:25-12.20 Hearings

(a) Except as provided in (b) below, prior to the suspension or revocation of any license, the licensee has a right to a hearing, upon the licensee's request to the Department. The request for a hearing shall be sent to the Office of Legal Affairs, ATTENTION: Adjudicatory Hearing Requests, Department of Environmental Protection PO Box 402, Trenton, New Jersey 08625-0402. The hearing shall be conducted pursuant to the Administrative Procedure Act, N.J.S.A. 52:14B-1 et seq. and 52:14F-1 et seq., and the Uniform Administrative Procedure Rules, N.J.A.C. 1:1.

(b) When necessary to protect the public health, safety or welfare, the Department may immediately suspend a license without a pre-suspension hearing. In that case, the hearing shall be conducted on an expedited basis.

New Rule. R.1991 d.173, effective April 1, 1991.
See: 23 N.J.R. 223(a), 23 N.J.R. 1001(a).
Administrative change in (a).
See: 23 N.J.R. 3325(b).

Amended by R.2001 d.477, effective December 17, 2001.

See: 33 N.J.R. 3288(a), 33 N.J.R. 4340(a).

In (a), substituted "PO Box" for "CN", and inserted "-1 et seq." following N.J.S.A. references.

SUBCHAPTER 13. LEASED TIDAL GROUNDS

7:25-13.1 Marking of leased tidal grounds; Delaware River and Bay

No leased shellfish ground in the Delaware River and Bay shall be dredged upon unless it is properly staked or buoyed. Proper stakes or buoys shall extend at least four feet above mean high water; each corner marked with a stake or buoy shall have on it the number of the lots marked. Numbers shall be four inches high on a background of contrasting color. Corners that have to be marked shall be the same as those shown on the approved shellfisheries maps.

R.1977 d.16, effective January 26, 1977.
See: 8 N.J.R. 547(b), 9 N.J.R. 78(a).

SUBCHAPTER 14. CRAB AND LOBSTER MANAGEMENT

Authority

N.J.S.A. 23:2B-6, 23:2B-14, and 50:3-16.13.

Subchapter Historical Note

Subchapter 14, Crab Management, was adopted as R.1977 d.196, effective June 1, 1977. See: 9 N.J.R. 117(a), 9 N.J.R. 319(b).

Pursuant to Executive Order No. 66(1978), Subchapter 14, Crab Management, was adopted as new rules by R.1985 d.560, effective November 4, 1985. See: 17 N.J.R. 1930(a), 17 N.J.R. 2608(a).

7:25-14.1 Definitions

The following words and terms, when used in this subchapter, shall have the following meanings, unless the context clearly indicates otherwise.

"Blind crab pot line" means a length of submerged line to which crab pots are attached.

"Blue crab" means the crab *Callinectes sapidus*.

"Commercial crab pot" means a cube or rectangular shaped device not larger than 30 inches on a side with openings inward for the entrance of crabs. Any similar device may be approved by the Division. The material of which the pot is constructed shall have a mesh not less than one inch across measured on its longest axis. The openings into the interior of the pot shall be oval and not larger than seven inches wide and four inches high.