

**STATE OF MAINE
DEPARTMENT OF MARINE
RESOURCES**

Glidden Point Oyster Company, Inc.

DAM JP

Application for Change in Gear

July 6, 2020

Authorization

Damariscotta River, Newcastle

FINDINGS OF FACT, CONCLUSIONS OF LAW, AND DECISION

Glidden Point Oyster Company, Inc. applied to the Department of Marine Resources (DMR) for a change in gear authorization on their existing standard lease, DAM JP, located in the Damariscotta River in Newcastle, Lincoln County, Maine. The leaseholder is seeking authorization to add 1,750 soft mesh bags and 200 oyster grow cages to their existing lease.

1. THE PROCEEDINGS

Notice of the application and the 14-day public comment period were provided to federal agencies, riparian landowners, and the municipality. The evidentiary record before the Department regarding this lease amendment application includes three exhibits (see exhibit list below).

LIST OF EXHIBITS¹

1. Application for a change of gear authorization
2. Original lease decision signed March 23, 1993
3. Renewal decision signed August 16, 2013

2. STATUTORY CRITERIA & FINDINGS OF FACT

Approval of standard aquaculture lease amendments is governed by 12 M.R.S.A. § 6072 (13)(G) and Chapter 2.44 of DMR regulations. The statute and regulations provide that the Commissioner may grant amendments for the use of specific gear on an existing lease site provided the proposed changes are consistent with the findings of the original decision and lease conditions.

A. Original Lease Decision

¹ Exhibits are cited, with page references, as Exhibit 1, Exhibit 2, or Exhibit 3.

On March 23, 1993, DMR granted the lease GPOC JP to Glidden Point Oyster Company, Inc. (Exhibit 2, page 7). DMR's Findings of Fact, Conclusions of Law, and Decision, henceforth referred to as "the decision", found that the evidence in the record supported the conclusion that the aquaculture activities proposed by Glidden Point Oyster Company, Inc. met the requirements for granting a standard aquaculture lease as set forth in 12 M.R.S.A. § 6072 (Exhibit 2, page 6). In 2003, GPOC JP was renewed for a period of 10 years. In 2013, the lease was renewed again for 10 years (Exhibit 3, page 3). Since lease GPOC was issued in 1993, the lease acronym has since been changed to DAM JP (Exhibit 3, page 1).

The original decision for lease DAM JP (formally GPOC JP) provided authorization to culture American oysters (*Crassostrea virginica*) and European oysters (*Ostrea edulis*) using suspended culture techniques (Exhibit 2, page 2). DAM JP is currently authorized for a maximum of 12-15 longlines, with up to 40 floating wooden trays attached to each of the longlines (Exhibit 2, page 2). Conditions imposed on lease DAM JP, pursuant to 12 M.R.S.A § 6072 (7-B) and located on page 12 of the 2013 renewal decision, are as follows:

1. The lease area shall be marked in accordance with both U.S. Coast Guard requirements and Department of Marine Resources regulations Chapter 2.80.

B. Proposed Gear Changes and Findings

Glidden Point Oyster Company, Inc. is requesting authorization to add mesh bags and oyster grow cages to their site (Exhibit 1, page 2). The oyster grow cages would be deployed across four longlines, each measuring up to two hundred fifty feet and containing a maximum of fifty cages (Exhibit 1, page 5). Mesh bags would be deployed across seven longlines, each measuring three hundred feet and containing up to two hundred fifty mesh bags (Exhibit 1, page 5). The applicant indicates that adding the mesh bags and cages to their site will allow them to add capacity to their lease, as the wooden trays don't utilize the square footage of the site as efficiently as cages and bags would (Exhibit 1, page 3). If their amendment request is approved, Glidden Point Oyster Company, Inc. expects there will be little to no increase in the number of trips to the site per day (Exhibit 1, page 3). Additionally, because the oyster cages would be towed behind the boat, more bags can be loaded into the boat, which could allow more oysters to be transported per trip. Therefore, the applicant expects that there could be a reduction in overall number of trips needed (Exhibit 1, page 3).

According to the application, no machinery is currently used on, or proposed for, the site and bags and cages will be flipped manually. Therefore, a change in noise at the boundaries of the

lease site is not anticipated. Because the site is mostly used as a nursery site for juvenile oysters, most of the activity on the site is limited to dispatching seed in the spring and summer, and then manually flipping bags 1-2 times per week (Exhibit 1, page 3). The applicant indicates that the amount of time spent on-site, and activities conducted on site may increase if the gear amendment is approved because they may flip oyster cages with four people instead of two, but the increase in activity expected is minimal as the cages will allow more oysters to be flipped at once (Exhibit 1, page 3).

DMR did not receive any comments from riparian landowners or the municipality regarding this application.

The decision on lease DAM JP (formally GPOC JP) found that the lease did not violate any of the other criteria against which DMR evaluates lease applications (Exhibit 2, page 6). Because the proposed gear change is replacing wooden trays with oyster cages and bags, and the overall number of longlines which the gear attaches to will not change from what was authorized in the original decision, little overall impact is expected. Given that no comments indicating concern about the proposed changes were received, and the applicant expects that there will be no significant changes to the level of activity on the site, or a substantial increase in noise, it appears that this gear amendment is reasonable in consideration of what is permitted by DMR.

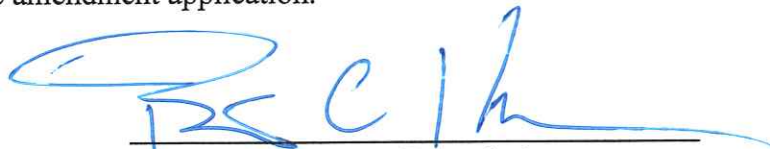
Therefore, the proposed change to add soft mesh bags and oyster grow cages to the site does not violate any of the lease issuance criteria set forth in 12 M.R.S.A. §6072(7-A), is consistent with the findings of the original decision, and would not result in a change to the original lease conditions.

3. DECISION

Based on the foregoing, the Commissioner grants the request from Glidden Point Oyster Company, Inc. to add 1,750 soft mesh bags and 200 oyster grow cages to DAM JP. Glidden Point Oyster Company is authorized to replace wooden trays with mesh bags and oyster cages in the configuration proposed in the lease amendment application.

Dated: _____

7/06/2020



Patrick C. Keliher, Commissioner
Department of Marine Resources

STATE OF MAINE
DEPARTMENT OF MARINE RESOURCES
Aquaculture Lease Renewal Application

Lessee
Lease DAM JP
Docket # 2012-13-R
August 16, 2013

FINDINGS OF FACT, CONCLUSIONS OF LAW, & DECISION

On September 26, 2012, the Department of Marine Resources (Department) received an application from Glidden Point Oyster Company, Inc., to renew its aquaculture lease for 2.29 acres for suspended culture of American/eastern oysters (*Crassostrea virginica*) and European oysters (*Ostrea edulis*), located in the Damariscotta River in Edgecomb, Lincoln County, Maine, for a period of ten years to March 28, 2023. This Department initially issued this lease on March 29, 1993 and renewed it in 2003.

Two notable administrative changes have occurred since the original lease issuance in 1993. The lease boundary coordinate description was converted to Datum NAD83 and Degrees True during the 2003 renewal. Additionally, the lease acronym was changed from GPOC JP to DAM JP for consistency with other leases acronym identifiers. It is also worth noting that this lease boundary occupies space above the lease DAM JP2, a standard lease approved for bottom culture and also owned by Glidden Point Oyster Company Inc. The applicant included "bottom culture" in this renewal application, which is not approved for DAM JP. However, bottom culture continues to be allowed on DAM JP2 whose lease is valid until June 2018.

1. PROCEDURE

Notice of the application for lease renewal and the 30-day public comment period and opportunity to request a public hearing was published in the *Lincoln County News* on November 1, 2012 and in the *Commercial Fisheries News* February, 2013 issue. Personal notice was given to the municipality and to riparian landowners within 1,000 feet of the lease. No comments and no requests for a hearing on this application were received by the Department during the 30-day comment period.

2. STATUTORY CRITERIA

Applications for aquaculture lease renewals are governed by 12 M.R.S.A. §6072(12) and by Chapter 2.45 of the Department's rules, which provide that an aquaculture lease shall be renewed if: the lessee has complied with the lease agreement during its term; the Commissioner determines that renewal of the lease is in the best interest of the state; the renewal will not cause the lessee to be a tenant of any kind in leases covering an aggregate of more than 1,000 acres; and the lease is not being held for speculative purposes.

A. Compliance with lease

My review of the records of this lease discloses that all annual reports have been filed, the rent is paid to date, the bond is current, and the site has passed inspection by DMR Marine Patrol. There are no outstanding complaints regarding this lease.

Therefore, I find that the applicant has complied with the lease agreement during its term.

B. Best interest of the State of Maine

In determining whether it is in the best interest of state to renew the lease, the Department takes into consideration, among other things, the potential for conflict with other new or existing uses of the area which the Commissioner determines to be a higher use of the area from the perspective of the public interest. There is no evidence of conflicts with other new or existing uses of the area.

Therefore, I find that it is in the best interests of the State of Maine to renew this lease.

C. Aggregate lease holdings

Glidden Point Oyster Company, Inc. holds three other leases (DAM DL2 = 8.22 acres, DAM JP2 = 7.75 acres, and DAM WP = 10.54 acres). Including this lease DAM JP, the lessee holds a total of 28.8 acres.

Therefore, I find that the renewal of this lease will not cause the applicant to lease more than 1,000 acres.

D. Speculative purposes

In determining whether the lease is being held for speculative purposes, the Department considers whether substantially no aquaculture or research has been conducted on the lease site. The applicant has conducted aquaculture on the lease site during its term, as shown by the annual reports it has filed with the Department and by the statement of the lessee on the renewal application.

Therefore, I find that the lease is not being held for speculative purposes.

3. OTHER ISSUES

A. Lease Conditions

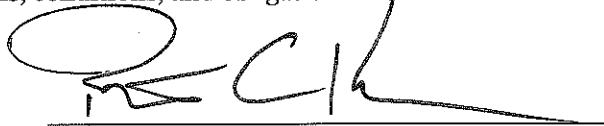
The following conditions are carried over from the original lease and will apply to the renewed lease:

1. The lease area shall be marked in accordance with U.S. Coast Guard requirements and Department of Marine Resources regulations Chapter 2.80.

4. DECISION

The Commissioner of Marine Resources grants the application of Glidden Point Oyster Company Inc. to renew its aquaculture lease DAM JP for a period of ten years, to March 28, 2023. The renewed lease is subject to the same terms, conditions, and obligations as set forth in the original lease.

Dated: 8/16/2013



Patrick C. Keliher
Commissioner,
Department of Marine Resources