

**STATE OF MAINE  
DEPARTMENT OF MARINE RESOURCES**

**Krista Tripp  
WES BC**

Standard Aquaculture Lease Renewal  
Suspended culture of American oysters  
Weskeag River, South Thomaston

**Findings of Fact, Conclusions of Law, and Decision**

Krista Tripp applied to the Department of Marine Resources (DMR) to renew the aquaculture lease WES BC for a period of twenty years. The 0.96-acre lease is comprised of five tracts located in the Weskeag River in the Town of South Thomaston in Knox County, for the purpose of cultivating American/Eastern oysters (*Crassostrea virginica*) using suspended culture techniques.

The lease was originally granted on July 28, 2004, to Paul Desaulniers for ten years and was subsequently renewed on July 28, 2014, for a period of ten years, ending on July 27, 2024. On December 18, 2018, DMR granted the transfer of WES BC from Paul Desaulniers to Krista Tripp for the remainder of the lease term. On March 12, 2020, Krista Tripp applied for a gear amendment for WES BC. DMR granted the gear amendment on August 24, 2020, for the addition of floating gear on Tracts 1, 2, and 4.

On April 14, 2022, Krista Tripp applied for a lease expansion to Tract 1 for 0.22 acres for the suspended culture of American oysters. On September 3, 2024, DMR denied the lease expansion for WES BC because the aquaculture activities proposed for the expansion would unreasonably interfere with the ingress and egress of riparian owners, unreasonably interfere with navigation, and with the ability of the lease site and surrounding areas to support existing ecologically significant flora and fauna. Additionally, the equipment utilized on the proposed expansion site would not comply with DMR's visual impact criteria and the applicant did not demonstrate that there was an available source of stock to be cultured for the lease site. WES BC expired on July 27, 2024.

**1. Proceedings**

On May 30, 2025, DMR accepted the final renewal application as complete. Notice of the completed application, the 30-day public comment period and opportunity to request a public hearing was published in the *Midcoast Villager* on November 6, 2025. Notice was also provided to the Town of South Thomaston, riparian landowners within 1,000 feet of the site, and other state agencies, and sent to subscribers of DMR's aquaculture email list-serve. On November 6, 2025, DMR sent a Municipal Questionnaire to the Town of South Thomaston requesting information about designated or traditional storm anchorages, navigation, riparian ingress and egress, fishing or other uses of the area, among other

considerations and received a response from Sue Snow, Selectperson, on December 5, 2025. On December 6, 2025, the record closed. During the comment period, DMR received comments from Ervin Curtis, Barry Baudanza, and the Maine Department of Inland Fisheries and Wildlife (IFW).

In accordance with the version of 12 M.R.S.A. § 6072(12) that was in effect in May 2024, a public hearing on a lease renewal was at DMR's discretion unless 10 or more requests for a public hearing were received during the comment period.<sup>1</sup> The comment period ended on December 6, 2025. DMR did not receive any requests for a public hearing. DMR elected not to hold a public hearing on the renewal application.

On May 2, 2026, the lease holder requested that if the lease is renewed Tracts 3 and 5 be relinquished as they are no longer being utilized. Therefore, this renewal decision contemplates the renewal of Tracts 1, 2, and 4 only. Figure 1 includes the location of the lease tracts.

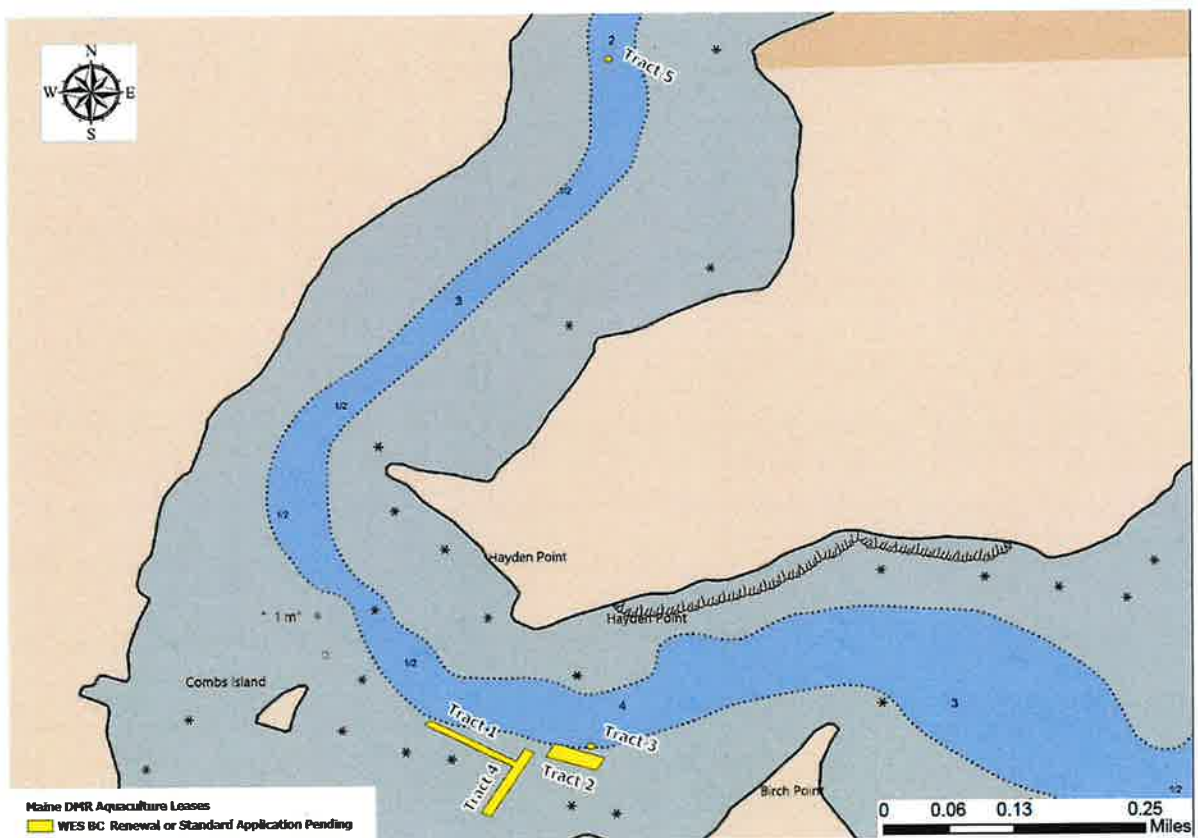


Figure 1: Location of lease tracts. Image generated by DMR staff.

<sup>1</sup> On June 20, 2025, LD 1722 was signed into law as emergency legislation, P.L. 2025, ch. 389 (emergency, effective June 20, 2025), which modified 12 M.R.S.A. § 6072(12), so that lease renewals are no longer adjudicatory proceedings (i.e. public hearings are no longer held on renewal applications). Notice of this renewal application was processed prior to P.L. 2025, ch. 389 taking effect.

## **2. Statutory Criteria**

Aquaculture lease renewals are governed by 12 M.R.S.A. § 6072(12) and by DMR's rules in Chapter 2.45,<sup>2</sup> which provide that an aquaculture lease shall be renewed if: the Commissioner receives a timely application for renewal that includes information on the type and amount of aquaculture to be conducted during the new lease term; 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. Timeliness and Contents of Renewal Application**

The Commissioner must consider whether a renewal application was timely submitted. 12 M.R.S.A. § 6072(12)(A). At the time that this lessee submitted the renewal application, 12 M.R.S.A. § 6072(12)(A) required that a renewal application be submitted at least 30 days before the lease expiration date P.L. 2025, ch. 389 (emergency, effective June 20, 2025 extended the renewal deadline to 30 days after the lease expiration date. P.L. 2025, ch. 389, § 1. This statutory amendment applied to all renewal applications pending with DMR on the effective date of June 20, 2025. This renewal application was pending with DMR on June 20, 2025.

This renewal application was submitted timely under the law. WES BC was set to expire on July 27, 2024. DMR received the application for renewal of WES BC on April 16, 2024, 102 days before the expiration date. The renewal application was incomplete and several requests for more information were made by DMR. The application was deemed complete on May 30, 2025.

DMR applies the date the renewal application was initially received, not the date it was deemed complete, for purposes of timeliness under 12 M.R.S.A. § 6072(12)(A). The renewal application was received 102 days before the expiration of the lease, which satisfies the statute both in its current form and in the version that was in effect when the application was submitted.

The application must include information on the type and amount of aquaculture to be conducted during the new lease term. 12 M.R.S.A. § 6072(12)(A). The applicant utilized the lease renewal application form provided by DMR. This form includes sections to collect the necessary information on the type and amount of aquaculture to be conducted during the new lease term. The application was reviewed by DMR and determined to include all necessary information and was deemed complete on May 30, 2025.

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<sup>2</sup> 13-188 C.M.R. ch. 2, § 2.45.

**Therefore**, DMR finds that the renewal application was submitted timely, and that the application includes information on the type and amount of aquaculture to be conducted during the new lease term.

## **B. Compliance with Lease Agreement**

When issuing a decision for a lease renewal, the Commissioner must consider whether the lessee has complied with the lease agreement during the term of the lease and shall consider the compliance record of the leaseholder. 12 M.R.S.A. § 6072(12)(B).

### **Violations of lease agreement.**

The lease was previously issued for a ten-year term beginning on July 28, 2014, through July 27, 2024. However, the lease was transferred to Krista Tripp on December 18, 2018, for the remainder of the lease term. Therefore, DMR reviewed available compliance records during the timeframe that Krista Tripp has been the holder of WES BC. In 2022, Barry Baudanza contacted Marine Patrol alleging that Krista Tripp had modified the footprint of WES BC, so that it expanded toward his property and surrounded a mooring that he had installed in 2018. Marine Patrol investigated the issue and determined that WES BC was in the correct location. According to DMR records, Marine Patrol determined that the mooring was within the boundaries of WES BC and followed up with Barry Baudanza, who agreed to move his mooring.<sup>3</sup>

Annual lease rent is current. According to DMR records, the lease holder has typically provided proof of a current bond on an annual basis. However, the most recent bond for WES BC expired on February 12, 2025, and the lease holder has not provided DMR with a copy of a current bond. If this lease is renewed, the lease holder has 90 days from the date the decision is signed to provide DMR with a current bond or establish an escrow account. If a current bond or escrow account is not provided within that timeframe then additional action will be taken.

The holder was never found to be in violation of the lease agreement during the prior term. If the lease is renewed, the lease holder has 90 days from the date the decision is signed to provide a current bond or secure an escrow account.

### **Lease conditions.**

The following conditions were part of the lease decision dated December 18, 2018:

1. The lease area shall be marked in accordance with the U.S. Coast Guard requirements and Department of Marine Resources Chapter 2.80.
2. Navigation, recreational boating and fishing shall be allowed in the open areas of the lease.
3. Other public uses that are not inconsistent with the purposes of the lease are permitted within the boundaries of the lease.

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<sup>3</sup> CF: Maine Marine Patrol Deputy Report for Incident 22M001062 dated September 19, 2022.

Conditions 2 and 3 are specific to uses of the lease site by other stakeholders and DMR has not received any complaints concerning these conditions. Additionally, based on comments received, it appears that navigation, recreational boating and fishing occur within and near the lease site. Over the prior term of the lease, DMR did not find that the lease holder violated any lease condition.

**Therefore,** DMR finds that the applicant has complied with the lease agreement during its term.

### **C. Best Interest of the State of Maine**

When issuing a lease renewal decision, the Commissioner must determine whether renewal of the lease is in the best interest of the State. 12 M.R.S.A. § 6072(12)(C). In determining whether it is in the best interest of the State to renew the lease, DMR takes into consideration, among other things, the potential for conflict with new or existing uses of the area which the Commissioner determines to be a higher use of the area from the perspective of public interest. Chapter 2.45(2)(B).

On December 5, 2025, DMR received a Municipal Questionnaire completed by Sue Snow, Selectperson for the Town of South Thomaston. The Municipal Questionnaire states that commercial and recreational navigation and fishing occur within and near the lease site, but the municipality did not specify if or how the existing activities would be impacted by the lease renewal. Rather, the Municipal Questionnaire states that “we [meaning the municipality] feel that a 20-year lease is too long. The applicant does not have a way to do all her processing without using the town['] property. She [meaning the applicant] has been told she cannot do that any longer, but she has not made other plans.”<sup>4</sup> DMR is aware that the town owned property referenced is the municipal boat landing as the town has contacted DMR about this issue before. The municipal boat landing is not within or near the boundaries of WES BC.

Barry Baudanza also submitted a comment stating that a 20-year lease term is excessive and the lease should be renewed annually as shorefront property is regularly sold. Barry Baudanza also stated that he wanted “full access to the boat moorings that I have set in place and also unobstructed access to the cove and docks in front of my home.”<sup>5</sup> According to Barry Baudanza’s comment, there are moorings nearby or within the boundaries of WES BC and that one mooring is 20 feet from the lease boundary. Barry Baudanza

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<sup>4</sup> CF: Municipal Questionnaire received December 5, 2025. The Municipal Questionnaire also included a letter from the Georges River Shellfish Committee explaining why they did not sign off on a lease proposal submitted by Krista Tripp that was located partially in the intertidal zone. However, that comment is specific to a separate standard lease application, for a new site, that was submitted by Krista Tripp during the time the renewal application for WES BC was subject to public comment.

<sup>5</sup> CF: Comment from Barry Baudanza received December 3, 2025. Barry Baudanza submitted his comments using a Municipal Questionnaire form; however, he identified himself as a shorefront property owner rather than a municipal official or harbormaster. Municipal Questionnaires are intended to be completed only by the municipality and not private citizens.

also stated that he has a personal dock less than 100 feet from the boundary of WES BC. Ervin Curtis submitted a comment stating that the oyster gear near Combs Island precludes his ability to navigate the waterway from his property. Ervin Curtis stated that he “oppose[s] the renewal of this aquaculture application until the placement of the oyster strings are relocated to allow for safe navigation and the term of the lease can be changed to a renewable 5-year term.”<sup>6</sup> IFW stated that “minimal impacts to wildlife are anticipated as a result of this lease renewal.”<sup>7</sup> IFW advised that if bird predation became an issue, the lease holder should contact them for further guidance.

### **Discussion:**

The municipality, Barry Baudanza, and Ervin Curtis took exception to the requested 20-year lease term and recommended it be reduced. The law provides that a standard lease may be renewed for a term of up to 20 years. In this case, the applicant has requested renewal for the maximum 20-year term. While DMR has the discretion to renew a lease for a shorter period, it only exercises that discretion after careful consideration of the record. In this instance, commenters objected to the length of the requested lease term, asserting that it was too long and recommended shorter terms based on their personal preferences and opinions of what length may be reasonable. Reducing a lease term based solely on personal preference and opinion would be arbitrary. Accordingly, if the lease is renewed, DMR will not exercise its discretion to shorten the requested 20-year lease term.

The municipality also stated that the lease holder is using the town boat landing in connection with her aquaculture operations. DMR has previously been contacted by the municipality regarding this issue outside of the lease renewal process. DMR has explained to the municipality that matters governing the use of the town boat landing would be within the municipality’s authority to address.

Based on comments submitted by the municipality, the area supports existing commercial and recreational navigation, as well as fishing activities. While the comments confirm that these activities occur in the area, they do not indicate that operation of the lease conflicts with them. In addition, some activities, such as kayaking, are identified as occurring within the boundaries of the WES BC, further suggesting that the lease does not interfere with these existing uses.

As part of the lease renewal, shorefront property owner, Barry Baudanza, requested “full access” to his mooring and “unobstructed access” to areas in front of his property. Barry Baudanza has at least one mooring within 20 feet of the boundaries of the lease. Individuals choose the location of their moorings, and, in this case, Barry Baudanza also placed his own moorings. Barry Baudanza’s comment does not include a date for when the moorings were placed but states they were in place before “her most recent expansion.” On April 14, 2022, Krista Tripp applied to DMR to expand Tract 1 of WES BC, but the request

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<sup>6</sup> CF: Comment from Ervin Curtis dated December 2, 2025.

<sup>7</sup> CF: IFW comment dated November 25, 2025.

was denied. Additionally, according to DMR records, in 2018, Barry Baudanza placed a mooring within the boundaries of WES BC, which he had to remove in 2022.

It appears that since at least 2018, Barry Baudanza elected to place moorings in and around the lease site and now wants the ability to fully access those moorings. The comment does not define what is meant by "full access," but it appears to suggest that the lease would need to be substantially modified, such as by reducing the number of tracts, altering the lease boundaries, or denied altogether to accommodate the request for "full access." Based on the record, the lease was in operation before the placement of Barry Baudanza's moorings, and he elected to locate them near the boundaries of WES BC. DMR does not find that the operation of WES BC conflicts with Barry Baudanza's new or existing uses of the moorings in the area.

Barry Baudanza stated that he also has a dock less than 100 feet from the boundary of WES BC and requested "unobstructed access" to the docks and cove in front of his residence. The boundaries of Barry Baudanza's shorefront property are depicted in Figure 2. Based on the shortest measured distance; Barry Baudanza's shorefront property is approximately 325 feet from Tract 2. Barry Baudanza's comment does not state the lease limits or otherwise precludes his ability to access the cove or his personal docks. Rather, Barry Baudanza would prefer that access be completely "unobstructed." The comment does not define what is meant by "unobstructed access," but it appears to suggest that the lease would need to be substantially modified, such as by reducing the number of tracts, altering the lease boundaries, or denied altogether to accommodate the request for "unobstructed access." DMR does not find that WES BC conflicts with Barry Baudanza's new or existing uses of the docks and access to the cove.

Ervin Curtis submitted a comment stating that "the placement of the string of oyster containers upriver near Combs Island block[s] the navigation of the waterway from my property." Ervin Curtis requested that the gear be relocated as he wanted the ability to "safely transit from his property seaward day or night." Ervin Curtis did not specify what tract or tracts he believes limit his safe passage. However, as depicted in Figure 2, Tract 1 is the closest to Combs Island and it runs parallel to the Weskeag River. There is approximately 474 feet between Tract 1 and Combs Island. As depicted in Figure 2, based on the shortest measured distance, Ervin Curtis's shorefront property is approximately 1,110 feet from Tract 1.

Figure 1, depicts the charted navigational channel and the location of WES BC. Tracts 1, 2, and 4 are primarily outside the main channel and occupy shallower water, especially during lower tidal stages. Ervin Curtis, would need to navigate to the main channel, from his shorefront property, to access other parts of the Weskeag River. If the lease is renewed, Ervin Curtis would have approximately 474 feet of area between the eastern side Combs Island and Tract 1 to access the main channel. Alternatively, navigation to the main channel may be possible by travelling between the western side of Combs Island and the shoreline

avoiding the lease all together. DMR does not find that the operation of WES BC conflicts with Ervin Curtis's ability to safely navigate in the area.

**Therefore,** DMR finds that it is in the best interests of the State of Maine to renew this lease.



**Figure 2:** Boudanza and Curtis properties and the lease tracts subject to renewal.

#### **D. Aggregate Lease Holdings**

The Commissioner may not issue a lease renewal if the renewal will cause the lessee to become a tenant of any kind in leases covering an aggregate of more than 1,000 acres. 12 M.R.S.A. § 6072(12)(D), (13-A)(B); Chapter 2.45(3).

According to DMR records, WES BC is the only lease held by Krista Tripp. If the lease is renewed it will be for Tracts 1, 2, and 4, which total 0.93 acres.

**Therefore,** DMR finds that the renewal of this lease will not cause Krista Tripp to lease more than 1,000 acres.

### **E. Speculative Purposes**

The Commissioner may not issue a lease renewal if the lease is being held for speculative purposes. 12 M.R.S.A. § 6072(12)(E). In determining whether the lease is being held for speculative purposes, the Commissioner must consider whether the lessee has conducted substantially no research or aquaculture in the lease areas during the previous lease term. Chapter 2.45(2)(A).

The renewal application states that American oysters were cultivated on the lease site, during the prior term and harvested when the oysters reached 2.5 to 3 inches in size.<sup>8</sup> After the renewal application was deemed complete and noticed, the lease holder requested that Tracts 3 and 5 be relinquished as they were not being utilized. Based on available inspection reports from 2024 and 2025, DMR observed aquaculture gear on Tracts 1, 2, and 4, but no aquaculture gear on Tracts 3 and 5. Public comments also indicate that aquaculture activities occur on the lease site.

Based on the lease holder's request and DMR's inspection records, it is possible that Tracts 3 and 5 were not utilized to routinely or substantially to conduct aquaculture. However, aquaculture has been conducted on Tracts 1, 2, and 4, which comprise most of the leased area. Additionally, 12 M.R.S.A. section 6072(12) provides, "when aquaculture has not been routinely or substantially conducted on a lease that is proposed for renewal, the commissioner may renew the lease, as long as the proposed renewal will continue to meet the criteria for approval set in [12 M.R.S.A.] subsection 7-A."

At the time of the original lease decision, WES BC met all criteria required for approval of a lease application as set out in 12 M.R.S.A. subsection 7-A. Since then, DMR has not received any comments or reports that would lead to a finding that WES BC is causing unreasonable interference to riparian ingress and egress, navigation, fishing and other uses of the area, ecologically significant flora and fauna, public use or enjoyment of a beach, park or docking facility owned by the Federal Government, the State Government or a municipal governmental agency or certain conserved lands within 1,000 feet of the lease site, or that the lease site has caused unreasonable impact due to noise, light, or visual impact.

Therefore, according to 12 M.R.S.A. section 6072(12), the commissioner may renew the lease, as it will continue to meet the criteria set out in 12 M.R.S.A. subsection 7-A. The commissioner will renew this lease because the holder has proposed to relinquish Tracts 3 and 5 as they are not being utilized.

**Therefore**, DMR finds that, with the relinquishment of Tracts 3 and 5, the lease is not being held for speculative purposes.

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<sup>8</sup> CF: Lease renewal application, pg. 1.

### **3. Conclusions of Law**

Based on the above findings, DMR concludes that:

- A. The Commissioner received the application for renewal more than 30 days prior to the expiration of the lease, and the application includes information on the type and amount of aquaculture to be conducted during the new lease term.
- B. The lessee has complied with the lease agreement during the term of the lease.
- C. The renewal of the lease is in the best interest of the State.
- D. The renewal of the lease will not cause the lessee to become a tenant of any kind in leases covering an aggregate of more than 1,000 acres.
- E. The lease is not being held for speculative purposes.

Accordingly, the record supports the conclusion that the proposed aquaculture activities meet the requirements for the granting of a renewal of an aquaculture lease set forth in 12 M.R.S.A. § 6072(12).

### **4. Lease Conditions**

The Commissioner may establish conditions that govern the use of the lease area and impose limitations on aquaculture activities, pursuant to 12 M.R.S.A. § 6072(7-B). Conditions are designed to encourage the greatest multiple compatible uses of the lease area, while preserving the exclusive rights of the lessee to the extent necessary to carry out the purposes of the lease. The following conditions were part of the lease decision dated December 18, 2018:

- 1. The lease area must be marked in accordance with the U.S. Coast Guard requirements and Department of Marine Resources Chapter 2.80.
- 2. Navigation, recreational boating and fishing shall be allowed in the open areas of the lease.
- 3. Other public uses that are not inconsistent with the purposes of the lease are permitted within the lease boundaries.

Condition 1 is an existing regulatory requirement, so it is removed. The conditions applied to the renewed lease shall be as follows:

- 1. Navigation, recreational boating and fishing shall be allowed in the open areas of the lease.
- 2. Other public uses that are not inconsistent with the purposes of the lease are permitted within the lease boundaries.

### **5. Decision**

The Commissioner grants the application of Krista Tripp to renew their aquaculture lease WES BC for a period of 20 years. The lease was originally comprised of five tracts, but Tracts 3 and 5 are relinquished. Therefore, only Tracts 1, 2, and 4 in the original lease are renewed. Tract 4 will be renamed Tract 3. The renewed lease is subject to the same terms, conditions, and obligations as set forth in the original lease, except as modified by this decision.

**6. Revocation of Lease**

The Commissioner may commence revocation procedures upon determining, pursuant to 12 M.R.S.A. § 6072(11) that no substantial aquaculture has been conducted within the preceding year, that the lease activities are substantially injurious to marine organisms or public health, or that any of the conditions of the lease or any applicable laws or regulations have been violated.

**Dated:**

9.29.2026



**Carl J. Wilson, Commissioner,**

**Department of Marine Resources**



JANET T. MILLS  
GOVERNOR

STATE OF MAINE  
DEPARTMENT OF MARINE RESOURCES  
21 STATE HOUSE STATION  
AUGUSTA, MAINE  
04333-0021

PATRICK C. KELIHER  
COMMISSIONER

Dear Ms. Tripp:

DMR has reviewed your application for a gear amendment for your standard aquaculture lease, WES BC, located in the Weskeag River in South Thomaston. Your request was processed in accordance with DMR Regulations Chapter 2.44, and no public comments were received. After careful review, we find that the request to add helix anchors, plastic floats, and plastic bags/cages to your lease 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. Therefore, your request has been approved, effective on the date of this letter.

The requested gear changes apply to tracts 1, 2 and 4 of your lease while tract 3 remains unchanged. An updated summary of the gear changes approved on the relevant tracts is provided below.

| Approved Gear                                                                        | Notes                                                                                                                                                                     |
|--------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Tract 1: two longlines, each 175 feet in length, containing 50 oyster bags each.     | Helix anchors will be used on the tract, and some of the bags will have plastic floats.                                                                                   |
| Tract 2: eight longlines, each 37 feet in length, containing 10-20 oyster bags each. | Concrete anchors will be used in 2020, then replaced with helix anchors in 2021. Some of the bags will have plastic floats.                                               |
| Tract 4: four longlines, each 158 feet in length, containing 45-90 oyster bags each. | Helix anchors will be used on the tract, and some of the bags will have plastic floats. Lines will be connected to make two 316-foot lengths containing 90-180 bags each. |

The following conditions, which were imposed on your lease remain in place:

1. The lease area shall be marked in accordance with U.S. Coast Guard and Department of Marine Resources Regulations Chapter 2.80.
2. Navigation, recreational boating and fishing shall be allowed in open areas of the lease.
3. Other public uses that are not inconsistent with the purposes of the lease are permitted within the lease boundaries.

Please retain a copy of this letter for your records. Your original lease application and decision, any previously approved amendments, and this amendment approval letter, may serve as the operational plan for the lease.

  
Patrick C. Keliher, Commissioner,  
Department of Marine Resources

Date 8/24/2020

**STATE OF MAINE****Lease WES BC****DEPARTMENT OF MARINE RESOURCES**Paul Desaulniers,  
TransferorKrista Tripp,  
Transferee

Aquaculture Lease Transfer Application

Date: December 18, 2018

**FINDINGS OF FACT, CONCLUSIONS OF LAW, AND DECISION****1. THE PROCEEDINGS**

Paul Desaulniers of Rockland, Maine, applied to the Department of Marine Resources ("DMR") to transfer to Krista Tripp of Spruce Head, Maine, his 0.967-acre aquaculture lease WES BC, located in the coastal waters of the State of Maine, in the Weskeag River, Town of South Thomaston, Knox County, Maine. The lease was originally granted on July 28, 2004 for a period of ten years and was subsequently renewed July 28, 2014 for the ten-year period ending July 27, 2024 for the purpose of cultivating American/Eastern oysters (*Crassostrea virginica*), using suspended culture techniques.

The transfer application was accepted as complete on June 14, 2018. The Department provided a notice of the application and of the 14-day comment period to all riparian owners, the Town of South Thomaston, harbor master, the general mailing list of interested persons, specific case mailing list, and various state and federal agencies. A notice of the application and comment period was published in the *Courier Gazette* on June 21, 2018. No comments were received.

**2. STATUTORY CRITERIA & FINDINGS OF FACT**

Lease transfer requests are governed by 12 M.R.S.A. §6072 (12-A) and DMR Rule 2.60. They provide that the Commissioner of DMR may allow a lease to be transferred from one lessee to another upon determining that: (A) the change in the lessee's identity does not cause any of the original criteria for issuing a lease to be violated; (B) the transfer is not intended to circumvent the preference guidelines for treatment of competing applications; (C) the transfer is not for speculative purposes; and (D) the transfer will not cause the transferee to be a tenant in more than 1,000 acres of aquaculture leases in Maine.

**A. Effect of Lessee Change on Lease Criteria**

The transferee has met the same requirements for providing information about financial and technical capability and corporate status as is required for an applicant for a standard lease. The transferee has experience in shellfish aquaculture and is acquainted with Maine's aquaculture laws and rules. According to the transfer application, the transferee plans no changes in the aquaculture activities taking place on the lease site. No comments on this transfer application

were received by the Department. There is no evidence that the change in the identity of the lessee will affect any of the statutory criteria for issuing an aquaculture lease.

**THEREFORE, I FIND** that the change in the identity of the lessee does not violate any of the lease issuance criteria set forth in 12 MRSA §6072 (7-A).

**B. Effect on Preference Guidelines**

There are no competing applications for this lease site, so the preference guidelines are not relevant to this application.

**THEREFORE, I FIND** that the lease transfer is not intended to circumvent the preference guidelines for treatment of competing applications as set forth in 12 MRSA §6072 (8).

**C. Speculative Purposes**

Rule 2.60 provides that in considering whether a transfer is being conducted for speculative purposes, the Department must consider “whether the current lessee has conducted substantially no research or aquaculture in the lease areas during the previous lease term.” It is clear from annual reports filed with DMR by the Transferor that aquaculture has been conducted on this lease site.

**THEREFORE, I FIND** that the lease transfer is not for speculative purposes.

**D. Acres Leased by Transferee**

The statute and rule require that in order to grant the lease transfer, the Commissioner must find that “the transfer will not cause the transferee to be a tenant of any kind in leases covering an aggregate of more than 1,000 acres.” According to DMR records, the transferee holds no leases prior to this transfer.

**THEREFORE, I FIND** that the lease transfer will not cause the transferee to be a tenant of any kind in leases covering an aggregate of more than 1,000 acres.

**3. CONCLUSIONS OF LAW**

Based on the above findings, I conclude that:

- a. The change in the identity of the lessee does not violate any of the lease issuance criteria set forth in 12 MRSA §6072 (7-A);
- b. The lease transfer is not intended to circumvent the preference guidelines for treatment of competing applications as set forth in 12 MRSA §6072 (8);
- c. The lease transfer is not for speculative purposes; and
- d. The lease transfer will not cause the transferee to be a tenant of any kind in leases covering an aggregate of more than 1,000 acres.

These findings of fact and conclusions of law having been made as required by 12 MRSA §6072 (12-A) and by DMR rule 2.60, this lease transfer may be granted.

**4. DECISION**

Based on the foregoing, I grant the requested transfer of the aquaculture lease WES BC from Paul Desaulniers to Krista Tripp. The term of the lease is not affected by the transfer, so the new lease will expire on the same date as the current lease, which is July 27, 2024.

All provisions of the existing lease shall continue in full force and effect, including all conditions on the lease, as noted below. The lessee shall pay the State of Maine rent in the amount of \$100.00 per acre per year. The lessee shall post a bond or establish an escrow account pursuant to DMR Rule 2.40 (2) (A), conditioned upon its performance of the obligations contained in the aquaculture lease documents and all applicable statutes and regulations.

**5. CONDITIONS**

Pursuant to 12 MRSA §6072 (7-B), the Commissioner may establish conditions that govern the use of the lease area and impose limitations on aquaculture activities. Conditions are designed to encourage the greatest multiple compatible uses of the lease area, while preserving the exclusive rights of the lessee to the extent necessary to carry out the purposes of the lease.

The existing conditions on this lease, which continue in effect after the transfer, are:

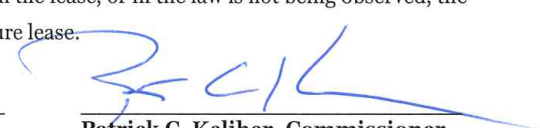
- a. The lease area shall be marked in accordance with U.S. Coast Guard and Department of Marine Resources Regulations Chapter 2.80.
- b. Navigation, recreational boating and fishing shall be allowed in the open areas of the lease.
- c. Other public uses that are not inconsistent with the purposes of the lease are permitted within the lease boundaries.

**6. REVOCATION OF LEASE**

The Commissioner may commence revocation procedures if it is determined that substantial aquaculture has not been conducted within the preceding year or that the lease activities are substantially injurious to marine organisms. If any of the conditions or requirements imposed in this decision, in the lease, or in the law is not being observed, the Commissioner may revoke the aquaculture lease.

Dated: \_\_\_\_\_

12/15/18

  
Patrick C. Keliher, Commissioner  
Department of Marine Resources