

Online Public Comments

Final

March 15, 2023 Pender County Shellfish Lease Hearing

First Name	Last Name	State/Province	Please type your comments in the box below:
Michael	Oppegaard	North Carolina	<p>I have no problem with the lease listed by Richard Thomas in Waters Bay. I believe that it is already on an existing lease and is just including the water column now.</p> <p>Great Bay Oyster Company #22-053BL Is located on the backside of Banks channel and will interfere with boats entering and leaving "harbor village creek". Also, this side is popular for kayakers and people that want to pull up to the sand bar in the summer.</p> <p>Southeast Shellfish #22-056BL I strongly oppose this lease as it takes almost all of a bay important to recreational fishing and others using Kayaks in the area. I sees heavy traffic during the season and is not the ideal place for a bottom lease.</p> <p>Capt Mike Oppegaard Native Son Guide Service.</p>
Steven	Smith	North Carolina	<p>To: N.C. Division of Marine Fisheries,</p> <p>Proposed Shellfish Leases:</p> <ul style="list-style-type: none"> •Gator Bay Oyster Company, LLC - Nelson Bullock - Lease Number 22-053BL •Southeast Shellfish, LLC - Grant Steadman & Justin Tuttle - Lease Number 22-056BL <p>The above proposed Shellfish leases would be within the town limits of Topsail Beach. As outlined in state code, the areas requested will need to follow local codes of that Town.</p> <p>North Carolina Attorney General Opinion provides that under G.S. 113A-110 of CAMA dealing with land use plans and former G.S. 160A-360 , a town may exercise zoning ordinance power over waters of adjacent creeks, not only within its municipal boundaries, but also within its one (1) mile extraterritorial zoning jurisdiction. 52 Op.Atty.Gen. 11, Sermons, Aug. 12, 1982. Moreover, the General Assembly continued this municipal jurisdiction over agriculture/aquaculture activities through the recent passage of Chpt 160D (NCGS § 160D-903).</p> <p>In the exercise of its statutory jurisdiction, the Town of Topsail Beach through its zoning ordinance prohibits agriculture and aquaculture anywhere in the Town. (Sec. 16-86(b)(2)a) of Topsail Beach</p>

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			<p>Municipal Code.</p> <p>These two leases beside violation to the Town's ordinance will also interfere with kayaking, fishing and paddle boarding of visitors/tourists who use these areas. The shellfish lease Number 22-053BL will also impact boaters who use the sandy beach area to swim and sunbathe by anchoring their boats in this area. The sandbar in this area is actively used during our tourist season.</p> <p>Because of the number of visitors/tourists that use these proposed lease areas, we feel there will be conflict and possible damage to watercraft and to the shellfish equipment. These 2 leases should not be granted due to conflict it may bring because of location.</p> <p>We request that N.C. Division of Marine Fisheries follow municipal and state regulations that allow control of activities within Topsail Beach's jurisdiction and understand the conflict these leases may bring if granted. The Town of Topsail Beach opposes the granting of Lease Number 22-053BL and 22-056BL.</p> <p>Sincerely, Steven G. Smith, Mayor Town of Topsail Beach, NC</p>
Ethan	Bilderback	North Carolina	<p>Hello,</p> <p>My name is Ethan Bilderback. I'm a guide off of Topsail Island. I vote against approving these leases. The amount of acreage in Waters Bay is way too much water too much. That flat is full of beautiful eel grass, turtle grass and live bottom. One of the very few places left that is still full of life. To kill all of that marine life is would be devastating. Waters bay is a highly active flat during summer. I catch redfish, bluefish, lady fish, speckled trout and sharks in that flat. I ask you please do not approve this. Let's focus more on protecting these areas rather than destroying them with prop scars, equipment and materials. Conservation is a topic of now. We are struggling with our fish populations currently so like try to protect the environment they thrive in.</p> <p>Thank you, Capt. Ethan Bilderback</p>
Allen	Jernigan	North Carolina	<p>I oppose Lease #22-074wc. I fish and gig Waters bay extensively on these traditional bottom leases. I fear that if these cages go in the rest of the 33 acre lease will eventually be cages.</p> <p>I oppose Lease #22-053BL. This Lease sits on the edge of the natural channel. This area is frequented by people crabbing, recreational shellfishing, flounder gigging and fishing.</p> <p>I oppose Lease #22-056Bl. This Lease sits in a small bay that myself along with others target red drum year round. People shellfish in this area and flounder gig as well. Marine patrols report echo those same</p>

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			<p>concerns. This is not a good location for a Lease of any kind.</p> <p>I feel all of these Lease are a direct violation of the public trust doctrine. It clearly states and defines in the 177 page report given to the legislature that taking public access away and giving it to a public entity is against the law.</p>
Daniel	Vote	North Carolina	<p>I am in opposition to Southeast Shellfish, LLC lease 22-056BL. This lease is in an area that would highly impact fishing habitat and would be prohibitive to anglers targeting fish in this area. Any bays off this main creek area are vital for fish and should be left alone.</p>