

# Meeting Minutes

Carteret County Shellfish Lease Hearing

Thursday, March 13, 2025

6:00 PM - 6:35 PM



North Carolina Department of Environmental Quality  
Division of Marine Fisheries  
Habitat and Enhancement Section  
Shellfish Lease and Aquaculture Program

## Meeting Minutes Carteret County Shellfish Lease Hearing

Thursday, March 13, 2025      NC Division of Marine Fisheries Central District Office  
6:00 PM — 6:35 PM            5285 Hwy 70 W  
In Person and via Webex      Morehead City, NC 28557

### Attendees

#### Staff

##### In Person

Zach Harrison, Habitat & Enhancement Section Chief  
Elizabeth McCormick, Section Administrative Specialist  
Casey Silva, Shellfish Lease and Aquaculture Program Coordinator  
Marla Chuffo, Program Administrative Officer  
Mitch Melkonian, Program Administrative Specialist  
Stephen Johnson, Program Conservation Biologist  
Adam Gee, Marine Patrol Officer

##### Via Webex

Kristina Flanigan, Program Conservation Biologist  
Robert “Scottie” Tripp, Environmental Tech II

#### Applicants

##### In Person

Mason H. Allen (Changing Tides Renovations, LLC)  
24-036BL/24-037WC  
Ralph W. Brittingham Jr. (C.I. Salts Oyster Company, LLC)  
24-007BL/24-008WC  
Thomas J. Clerkin (UNC Institute of Marine Sciences)  
24-038BLWC-RD  
Isaiah L. Smith (35 North Mariculture, LLC)  
24-011BL/24-012WC  
Jason B. Smith (Beaufort Shellfish Farms, LLC)  
24-030BL/24-031WC  
Tiffany W. Smith (Beaufort Shellfish Farms, LLC)  
24-030BL/24-031WC  
Bryan L. Snyder  
24-032BL/24-033WC  
Frank Milchuck (Peerless Oyster, LLC)  
24-017BL/24-018WC  
Jacob Milchuck  
24-005BL/24-006WC

General Public **In Person**

- Chris Allen
- Colin Eimers
- R. Goode
- Dallas Goodwin
- Kelsey Lipp
- Corey McMahon
- Hayden Owens
- Cathy Peralto
- Tom Peralto
- Nick Pulfer
- Daniel Robertson
- Harry Robertson
- R. Salter
- Lexi Salter
- Carter Smith
- Jackson Smith
- Taylor Smith
- Ed Wheatly
- Via Webex**
- Richard Arthur

**Official Transcript**

**[00:00] Zach Harrison:**

Alright, the time is 6:00 PM, and I'd like to call the Shellfish Lease Public Hearing to order. My name is Zach Harrison. I'm the Habitat Enhancement Section Chief for the North Carolina Division of Marine Fisheries. I will be serving as the hearing officer tonight.

The purpose of this public hearing is to receive public comment on proposed shellfish leases in Carteret County. Site investigations by Division staff have determined that these proposed shellfish leases generally meet the standards for shellfish leasing under North Carolina General Statutes and Marine Fisheries Commission rules. The Director of the Division authorizes a public hearing for proposed leases that likely meet all standards or for those where it is unclear if they meet all standards.

Tonight's hearing is also being conducted virtually. We have participants joining by telephone and through the Webex virtual meeting application. PowerPoint slides presented tonight are also available on the Division's website for those participating by phone. This hearing is being recorded and is a public record. All verbal comments and written communications between members of the public body related to the transaction of public business are deemed public record under state law.

This is a formal hearing. Only public comment on the proposed shellfish leases noticed in the Carteret News-Times on February 16 and February 23, 2025, and on the Division's website will be accepted. No decisions will be made tonight. This hearing is not a dialogue or forum; discussion should be held after the hearing concludes. Written comments may be submitted until 5:00 PM tomorrow.

If you wish to speak tonight and are not already on the speakers list, you will have a chance to speak after we hear from registered speakers.

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**[02:25] Zach Harrison:**

We will now take roll of participants on Webex or phone. Please be advised this hearing is being recorded. Mitch has been taking attendance as people signed in.

**[02:40] Mitch Melkonian:**

Thank you, Zach. As you've signed on, I have been recording your names for attendance. If you indicated you'd like to speak, I have you on the list. Later in the meeting, I will call those names, unmute you, and allow you to speak for three minutes. After that list, we will ask if anyone else wishes to speak. I will post instructions in the chat on how to raise your hand.

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**[03:19] Zach Harrison:**

Before we begin the public comment period, I'll give a brief overview of the shellfish leasing process and the role of public comment.

Shellfish leases are public trust waters leased for shellfish aquaculture. This refers to artificially propagated stocks reared in a controlled environment, distinct from wild harvest. Leaseholders manage their sites to grow shellfish and have exclusive cultivation rights, though the waters remain navigable at your own risk.

Leasing is governed by North Carolina General Statutes Chapter 113, Article 16, and associated Marine Fisheries Commission rules. This includes over 20 session law changes since 1997. The application process is comprehensive and involves site investigations, publication of legal notices, and a 30-day comment period.

Division staff conduct site investigations including:

- Marking and acreage verification
- Biological assessments
- Sampling for submerged aquatic vegetation (SAV)
- Sampling natural shellfish populations using patent tongs
- Navigation and depth analysis

These are snapshots in time and do not represent year-round use. The public hearing allows us to assess compatibility with public trust uses such as navigation, fishing, and recreation.

Comments can be submitted:

- Tonight at this hearing
- Online through the Division's website
- By letter until 5:00 PM tomorrow

Comments should be site-specific. Helpful examples include: "I use this area for seasonal recreation," "This is the only navigable channel to my property," or "I fish in this exact footprint." Broad opposition to shellfish leasing or general waterway concerns are not helpful in this process.

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**[07:02] Zach Harrison:**

We will now begin the comment period by presenting the proposed shellfish leases:

1. **Jacob Milchuck** – Bottom lease 24-005 BL and water column amendment 24-006 WC in Adams Creek (6.17 acres). Plan includes oyster seed and floating gear. Site investigation on April 22, 2024, found 0.0 bushels/acre of shellfish and 0.0 SAV.
2. **CI Salt's Oyster Company, LLC** (Ralph W. Brittingham, Jr.) – Bottom lease 24-007 BL and water column amendment in North Bay (4.22 acres). Management plan includes oyster and clam seed with floating gear. Site investigation on May 22 and 23, 2024 found 0.0 bushels/acre and 0.0 SAV.
3. **35 North Mariculture** (Isaiah L. Smith) – Bottom and water column lease in North Bay (5.2 acres). Plan includes oyster and clam seed with floating gear. Site investigation on April 17, 2024, found 0.07 bushels/acre and 0.0 SAV.
4. **Peerless Oyster, LLC** (Frank Milchuck) – Bottom and water column lease in Adams Creek (5.78 acres). Site visit May 8 and 9, 2024 found 0.0 bushels/acre and 0.0 SAV.

5. **Beaufort Shellfish Farms, LLC** (Tiffany W. Smith and Jason B. Smith) – Lease below Highway 70 bridge in North River (5.01 acres). Plan includes oyster and clam seed, floating gear. Site investigation August 28, 2024, found 0.4 bushels/acre and 0.0 SAV.
6. **Brian L. Snyder** – Bottom and water column lease in White Oak River (2.98 acres). Plan includes oyster seed and floating gear. Site investigation September 18, 2024, found 0.0 bushels/acre and 0.0 SAV.
7. **Changing Tide Renovations, LLC** (Mason H. Allen) – Lease in South River (7.69 acres) using oyster seed, bottom and floating gear. Site investigation September 19, 23, and 24, 2024 found 0.0 bushels/acre and 0.0 SAV.
8. **UNC Institute of Marine Sciences** (Thomas J. Clerkin) – Demonstration lease in Newport River (0.97 acres). Plan includes oyster and clam seed, predator netting, bottom and floating gear. Site investigation September 11, 2024, found 0.42 bushels/acre and 0.0 SAV.

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**[11:50] Zach Harrison:**

We will now begin public comment. When I call your name, please come to the podium, state your name, any organization you represent, your location, which lease(s) you are commenting on, and your comments. Speak directly into the microphone. You have three minutes to speak. [Signal explanations omitted for brevity.]

First up is **Dallas Goodwin**.

**[11:54] Dallas Goodwin:**

Thank you for allowing me to speak tonight. My voice is a little hoarse, but anyway, I'm here to speak on behalf of the Brittingham oyster lease—I'm opposing that. The reason being is I've had a hunting lodge on Cedar Island for 35 years and we have two shore blinds, or duck blinds, that are, this lease is right in the middle of them. I lease the property from Tom and Cathy Peralto.

And the reason these duck blinds are very important for us is because the guys can hunt with their dogs from these shore blinds. I contacted Mr. Brittingham about this previously and he agreed to take me out there. We both met in North Bay boat ramp and I had my shotgun with me he said what do you got that for you ain't gonna shot me are you I said no but anyway I'm a visual person I've got to see, measure it out. But I took some #4 3-inch shells which is the standard duck load. You can shoot 3.5-inch shells with a heavier load and get more velocity and distance, but I thought that would be a fair and equitable thing to try. Both of those shells were shot, ended up diagonally, and would go to the south side of those poles. I mean duck blinds themselves are not they are structures you put hunters in duck blinds with shotguns and you got a dangerous situation, potentially. I expressed my concerns to Mr. Brittingham and I even offered I said you know I'm gonna have to oppose this and he said he understood and I said I would even pay your application fee to go to another location and I showed

him another location that was further down the bay and he said he would take his chances here so and I respect his decision and I'm here to oppose it.

I do want to recite that one law if I have time it's 113-202 and mainly it says the lease area must not be within an area traditionally used and available for fishing or hunting activities incompatible with the activities proposed by the lease holder. So that is still a current statute. And it would be in my opinion against the law for him to do that. Thank you.

**[15:56] Zach Harrison:**

Next is Corey McMahan.

**[15:58] Corey McMahan:**

Good evening, thank you for allowing me the time to speak. My name is Corey McMahan. I live in Beaufort and I've got property at 198 Harvell Lane on Adams Creek and I am opposing 24-006 and 24-005.

As Mr. Goodwin stated, the law says that, the law says that it should not be within an area traditionally used for available hunting fishing activities and compatible with that whatever proposed by the lease holders. I agree with that, I'm arguing my objection on that. We've duck hunted off our shore, we have developed the land, we've got septic systems in, we've got roads in, I've owned the land since 2002, and it's been an ongoing maintenance of the land and the property.

I don't oppose aquaculture, I think it's a great idea, but I do oppose it when it's 20 yards off my beach and I can take a trout rod and flick a jighead and land it in someone's lease. I can't throw a ball for my dogs, I'm not going to be able to get my skiff to the beach, it has taken my entire waterfront. It has also taken the adjoining waterfront, the adjoining property waterfront.

I did not have a meeting with Mr. Milchuck, nobody ever contacted me. I was made aware of it by a neighbor saying they're putting stakes out there, I didn't think anything of it 'cause the Duke guys come up and do gill nets and things all the time. I did receive a letter in December, I sent a letter of objection to the Director—I guess you've seen my letter—arguing this. There are several reasons that this probably shouldn't have gotten to this point, but I'm here to say I'm strongly opposed to this particular lease. I'm not opposed if we move it offshore so I can still get access to my property. But I won't be go into the water and I won't be able to get a boat to the water or from the water to the land to go deer hunt or even just go visit my property. Thank you very much for your time.

**[19:07] Zach Harrison:**

Next is Hayden Owens.

**[19:08] Hayden Owens:**

Thank you. I'm here to oppose the C.I. Salt's Oyster Company's lease as well, in addition to the reasons cited by

Dallas, just to expand on the current use that we have for it. Yes, we have two established duck blinds there. They have been there, it's going to be a safety issue should we exercise our right to hunt those blinds and anybody working this lease. It's also an ongoing safety issue not only for navigation to and from the blinds in the dark where something could hit a boat, a cage or a pole or something. It's a danger for a dog to be sent out on retrieve and a cage has busted loose and is out in front of our blind now and the dog gets tangled up in that and drown. So that's my biggest concern. It's also I use it in the summer to fish and catch bait a lot, There's a deep water trough that kinda runs to the right up against the bank there that consistently holds mullet and drum. It's typically protected and does well on south wind so that is another use in addition to just the seasonal duck hunting really from May until late October you can fish there very successfully. It's close to where our place is. It's an easy boat ride. And that's really my thoughts. In addition, I'm not opposed to oyster leases, at all, I'm not opposed to objecting someone's livelihood. I'm just opposed to the location. I think it's amazing technology that we have with this and there's a whole lot of bottom even in North Bay that would not be as disruptive as this location that would still qualify as in terms of vegetation and lack of shellfish so, thank you.

**[22:17] Zach Harrison:**

Next I have Tom Peralto.

**[22:18] Tom Peralto:**

Hello, I'm Tom Peralto. I'm here to oppose the Brittingham proposed lease. I object to the lease. I submitted video and pictures in my evidence. I live on Cedar Island with my family—365 days a year. I can see the lease from my front porch and my bedroom. I see this body of water 365 days a year. Our home is within proximity of the lease, I can see it. I've submitted videos from my bedroom window, from the front deck, from the shoreline, and from the water.

I'm opposing this lease because it encroaches on established duck blinds that we have with Dallas Goodwin. Also, it doesn't meet the setback for the developed shoreline of 250 feet from our houses that are currently there. Also, something that has been neglected is the local hostile weather conditions. Cedar Island is governed by wind. We either have a strong north wind or a strong south wind. If you look at the investigation on page 13 and 14, I believe the placement of this lease in that location is reckless. It shows a placement to the shoreline of 29 feet. Given the size of this lease and the amount of debris that will be washed up in the cases of summer weather conditions. We have strong west/southwest west winds in the order of 20 to 30 miles. That bottom there being at two feet, we could have rolling waves of three to five feet. I've submitted that in my video. I have videos of that location with three to five feet waves rolling through there. Anything within that lease location is going to be on our shoreline. This is going to create environmental disaster, constant cleanup of debris, and that cost will fall on us. Ultimately there will be a liability to the state in that case. Further proof of this hostile weather environment is on page 19 of the investigation report. One of the duck blinds west of the lease is in need of



repair. And that repair is caused by that south wind. That lease sits up about a foot above high tide. That means those rolling waves took out the platform with a three to five foot wave action. Anything in that area is going to be pushed onto shore. I've submitted videos and what you can see in that report page 19 to now is that platform is no longer there. The poles are there and it's in need of repair. We did not have any cyclone activity this year. It was all normal weather conditions. It was all just southwest winds, regular weather for us on Cedar Island. So, I object to the lease, it removes my riparian rights, it does not meet the setback for the 250-foot, it encroaches on the duck blinds, and will create a financial hardship for me and my family. Thank you.

**[25:00] Zach Harrison:**

Next I have Cathy Peralto.

**[25:01] Cathy Peralto:**

Hello, I'm Cathy Peralto. Thank you for letting me speak tonight. So I object to the Brittingham lease and the reason is the proximity of this lease is only 29 feet from the shoreline. This is where we live. This is our home. This also stretches over 600 feet of our shoreline. This will not allow us to access our property by boat and it takes away our riparian rights to fish, hunt, and boat. We have been leasing this property to a hunt club for over 15 years now. The locations of the blinds have been there for many years. And we do feel this will be a safety issue. This will also have a financial impact on us as the property owner. It will reduce our land value, reduce our income due to the hunting lease, and also it will impact our continued development of the land. Thank you.

**[26:05] Zach Harrison:**

Next is Ed Wheatly.

**[26:06] Ed Wheatly:**

Thank you, sir. My name's Ed Wheatly. I live in Beaufort, North Carolina. I have a home next door to Tom Peralto in Cedar Island. My son, my daughter, all five of my grandchildren, we use that home a lot during our recreational vacation times. And to use the word opposition or oppose, Mr. Brittingham, really isn't something I want to say, but I'm not against aquaculture, I'm not against Mr. Brittingham, I'm just against the location of this lease—the reason being my grandchildren and myself on occasion travel up and down that bay, and if that lease is allowed to go where it is, or proposed to go, it's going to limit that travel back and forth and there are going to be problems. And these problems can be solved right here tonight, right now. It's unnecessary. Like Dallas said before, previously, I'll be more than glad to pay for the application for them to move the lease somewhere else if that would help anybody. I'm not against the aquaculture or Mr. Brittingham at all. I just hate to lose that place for my grandchildren and myself and I feel kinda selfish about it, but for saying that because these people are doing this for a living but there's other places where they can relocate and achieve the same thing. And that's what I'm proposing that y'all considering doing that. And I thank you for taking the time to listen to me.

**[27:00] Zach Harrison:**

Is there anyone else present who has not yet spoken but would like to provide comment?

**[27:05] (No response)**

**[27:07] Zach Harrison:**

Alright. Mitch will now call on individuals participating by Webex or phone who requested to speak. He will unmute you when your name is called.

**[27:13] Mitch Melkonian:**

We have one attendee, Richard Arthur. I'm requesting to unmute you now.

**[27:21] Mitch Melkonian:**

[Pause] I don't see him unmuting.

**[27:26] Mitch Melkonian:**

And that's it for remote attendees.

**[27:30] Zach Harrison:**

Thank you. Now I'll call on the applicants and offer them the opportunity to speak on their proposed shellfish leases. This is optional. As a reminder, you will have three minutes to speak. I will signal when you have one minute remaining and when your time is up.

**[27:48] Zach Harrison:**

First, I'd like to call on Jacob Milchuck.

**[27:50] Frank Milchuck (speaking on behalf of Jacob Milchuck):**

Good evening. I'm Frank Milchuck with Peerless Oyster Company. My son Jacob is the applicant, and I'll speak on behalf of both of us since our leases are side by side.

I first stood here two years ago when applying for the first lease in Adams Creek. At that time, there were no leases in the area, so I was very careful to be a good neighbor. The lease we currently operate has been successful. We sited it in a way that keeps the beach accessible, and we've made sure not to interfere with navigation or use of the waterway.

Oysters grow very well there. We've seen the benefits not just to our business but to the broader ecosystem. Local crabbers now place double the number of pots around our lease because they catch more there. Anglers, kayakers, and boaters fish near our lease and seem to do well.

With this second lease, we're again trying to be considerate. We've followed every regulation. The site is not within any duck blinds, and we've ensured shoreline access remains open. If it would help to shift it another 15-20 feet, we are happy to work with the Division.

This operation allows us to employ a full-time oyster farm manager, hire local contractors, and contribute economically to the region. My son and I are passionate about this work. We're duck hunters too—we understand the concerns, and we're open to good-faith collaboration. Thank you.

**[30:10] Zach Harrison:**

Thank you, Mr. Milchuck. I'll now call on Ralph Brittingham, Jr.

**[30:13] Ralph Brittingham, Jr.:**

Thank you for the opportunity to speak. I'm here on behalf of CI Salt's Oyster Company regarding our proposed lease.

We have complied with all rules and regulations. The lease area is in unnavigable waters, about two and a half to three feet deep. We are more than 29 feet from shore—closer to 60 feet in most areas. The duck blinds to the east and west are, respectively, 74 yards and over 90 yards away. Homes in the area are over 400 yards away.

It would be very difficult to move to another location. The process is long, costly, and might delay our project by another year. That could hurt our ability to get started and grow.

I'm also a duck hunter. I've hunted in areas where duck blinds are right next to pound net stakes. Birds still fly in. I believe this lease can coexist with hunting and other uses. We're simply trying to get our operation going in a lawful, responsible way. Thank you.

**[32:00] Zach Harrison:**

Thank you, Mr. Brittingham. Next, I'd like to call on Isaiah Smith.

**[32:04] Zach Harrison:**

[Pause] You don't have to speak, but you are welcome to if you'd like.

**[32:08] Isaiah Smith:**

I'll pass. Thank you.

**[32:12] Zach Harrison:**

Alright. Next, I'll call on Tiffany Smith and Jason Smith to speak on behalf of Beaufort Shellfish Farms.

**[32:20] Zach Harrison:**

[Pause] No response.

**[32:25] Zach Harrison:**

Okay. Next, I'll call on Brian Snyder.

**[32:28] Zach Harrison:**

[Pause] No response.

**[32:32] Zach Harrison:**

Next is Mason Allen.

**[32:35] Zach Harrison:**

[Pause] No response.

**[32:40] Zach Harrison:**

Next, Thomas Clerkin with the UNC Institute of Marine Sciences.

**[32:45] Zach Harrison:**

[Pause] No response.

**[32:50] Zach Harrison:**

Is there anyone else who would like to comment on any of the proposed shellfish leases?

**[32:54] (No additional speakers)**

**[33:00] Zach Harrison:**

If no one else wishes to speak, I will now close this public hearing. Thank you all for your time and participation in this process.

**[33:10] Zach Harrison:**

The time of closure is 6:35 PM.