

**GB Cod Fixed Gear Sector  
Fishing Year 2011  
Operations Plan and Agreement**

*Submitted March 22, 2011 (v6)*

This OPERATIONS PLAN AND AGREEMENT (this “Agreement”) is entered into as of this 1<sup>st</sup> day of May, 2011 by and among the permit owners listed on the signature pages hereto and any other permit owners that are admitted pursuant to the terms of this Agreement (each, a “Member” and, collectively, the “Members”).

**RECITALS**

**WHEREAS**, under Amendment 13 to the Northeast Multispecies Fishery Management Plan (such amendment shall hereinafter be referred to as “Amendment 13” and the plan shall be referred to as the “Plan”), and the regulations promulgated thereunder, a self-selecting co-operative, or “sector,” of fishermen is authorized to submit to the New England Fishery Management Council (the “Council”) a proposal for the allocation of catch or effort of a regulated groundfish species to such sector;

**WHEREAS**, on April 17, 2007, the Members formed a fishery sector through GB Cod Fixed Gear Sector Inc. (the “Sector”), for the purposes of establishing a legally responsible entity (i) to obtain an Annual Catch Entitlement (“ACE”) of Georges Bank (“GB”) cod from the National Marine Fisheries Service (“NMFS”), as authorized by Framework Adjustment 42, and to sub-allocate such ACE among the Members and/or their permits and vessels, (ii) to participate in Special Access Programs (“SAPs”) or other programs in closed areas to the extent that such SAPs or other programs are available to the Sector, and (iii) to take such actions as may be necessary to ensure that the Sector, its Members and their vessels conduct groundfish harvesting activities in compliance with the Plan, Amendment 13, the Magnuson-Stevens Fishery Conservation and Management Act (the “Act”), Framework Adjustment 42, and applicable regulations promulgated by NMFS;

**WHEREAS**, in connection with the formation of the Sector, the Members entered into that certain Operations Plan and Agreement, dated November 22, 2006 (the “Original Agreement”);

**WHEREAS**, on April 9, 2010, Amendment 16 to the Northeast Multispecies Fishery Management Plan (“Amendment 16”) authorized new sectors, the allocation of other groundfish stocks to all sectors, and additional exemptions from fishery management regulations; and

**WHEREAS**, the Members desire to amend and restate the Original Agreement to make certain adjustments thereto and to the Members' obligations thereunder, in order to incorporate changes promulgated by Amendment 16 and to account for the circumstances of the 2011 Fishing Year ("FY").

**NOW, THEREFORE**, in consideration of the mutual agreements, covenants, rights and obligations set forth in this Agreement, the benefits to be derived therefrom and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

**Article I. Representations and Warranties of the Members.**

As of the date hereof, each of the Members represents and warrants to the other Members and the Sector that:

Section 1.01.      **Sector Qualification.**

To be eligible and recognized, a sector must include three or more persons, none of whom have ownership interests in at least two other persons' vessels in the sector. Having an ownership interest in a permit/vessel includes, but is not limited to, persons or entities who are shareholders, officers, or partners, in a corporation owning a permit/vessel; who are partners to a permit/vessel owner; or who, in any way, partly own a permit/vessel. Other factors that may indicate ownership interest include whether a permit/vessel owner derives any financial benefit, or exercises any control over, another permit/vessel. NMFS interprets permit ownership as including permits in Confirmation of Permit History ("CPH"). The Sector's compliance with the ownership provision is included in Exhibit G.

Section 1.02.      **Eligibility.**

To be eligible for participation in the Sector each Member must have been issued a valid limited access multispecies permit with or without documented landings of regulated species between May 1, 1996, and April 30, 2007, which are the 1996 through 2006 fishing years (such period of time shall hereinafter be referred to as the "Qualifying Period"). Those Sector permits that committed to either the Sector or the GB Cod Hook Sector by March 1, 2008 for the 2011 FY will qualify with landings of GB cod during FY 1996-FY 2001; all other Sector permits will qualify under the previously-described Qualifying Period. Each such permit which the Member intends to enroll in the Sector is listed below such Member's name on the signature pages and Exhibit B hereto (each, a "Permit"). Notwithstanding the list of Participating Vessels set forth on the signature pages hereto, for purposes of this Agreement, "Participating Vessel" shall mean the vessel to which a Member's Permit applies at any given time.

Section 1.03.        **Organization and Authority.**

Each Member (i) to the extent that it is an entity, is duly organized, validly existing and in good standing in its state of organization and (ii) has all authority, corporate or otherwise, to enter into this Agreement on its own behalf and on behalf of the Participating Vessels that it represents. This Agreement constitutes a legally valid and binding obligation of each Member, enforceable against such Member in accordance with its terms. Each of the Members represents that its Participating Vessel(s) and Permit(s) have no sanctions or other restrictions against them that would prevent such Participating Vessels and Permits from enrolling in the Sector and/or complying with the terms of this Agreement.

**Article II. Membership.**

Section 2.01.        **Voluntary Membership.**

Participation in the Sector is completely voluntary among the Members, their Permits and the related Participating Vessels.

Section 2.02.        **Scope of Membership Obligations.**

The obligations of the Members set forth in this Agreement shall only apply to the Permits and Participating Vessels and not to any other permits or vessels owned by the Members that are not enrolled in the Sector pursuant to the terms hereof to the extent that such Permits or Participating Vessels are fishing commercially (i) with gear that is capable of harvesting regulated multispecies managed under the Plan. Notwithstanding the foregoing, each Member is required to provide the Manager with the information requested in Exhibit D, including but not limited to a list of all federal and state permits assigned to participating vessels. Sector Members, from time to time, may be permitted to participate in SAPs or any other pilot program, or to access any closures as authorized by NMFS. It may be necessary to expand the scope of the membership obligations hereunder, in order to ensure that the Sector and its Members are in compliance with the rules and regulations. Therefore, the Members hereby agree to execute any amendments or supplements to this Agreement, which may reasonably be requested by the Sector or the Sector Manager in order to comply with the rules and regulations, including, without limitation, any amendments or supplements that expand the scope of the membership obligations hereunder to apply to vessels and/or permits that are not enrolled in the Sector.

Section 2.03.        **Length of Commitment.**

Each Member hereby agrees to cause each of its Permits and any related Participating Vessels to remain enrolled in the Sector for the entire fishing year following the date on which such Member enrolled in the Sector (the "Commitment Period"); provided, however, that if NMFS shall not approve the Sector's Operations Plan and Agreement, as the same may be amended, for any

fishing year during a Member's Commitment Period, then the obligation of such Member under this Section 2.03 shall terminate on the last day of the last fishing year for which the Sector's Operation Plan and Agreement shall have received approval from NMFS. Each Member further agrees that if its Permit leaves the Sector for any reason during the Commitment Period, (i) such Member shall be subject to penalties as described on the Schedule of Penalties (as hereinafter defined) and (ii) such Member, its Permit, any permit in which the Member has a business interest, and the related Participating Vessel shall be ineligible to participate in the Sector for a period of five (5) years following the date of such departure from the Sector. Each Member acknowledges and agrees that 50 CFR 648.87 requires that each of its Permits and the related Participating Vessels must remain in the Sector for the entire fishing year in which such Permits and/or Participating Vessels are enrolled in the Sector, and that each Member's Participating Vessels may not fish outside the Sector under a multispecies DAS program during any fishing year in which its Permits and/or Participating Vessels are enrolled in the Sector. Notwithstanding the foregoing requirements, a Member that executes this Agreement prior to the time the final Annual Catch Entitlement ("ACE") is provided to the Sector by NMFS, may terminate the Agreement without penalty within fourteen (14) days of the initial ACE has been promulgated by NMFS and/or the Council unless otherwise prohibited by Sector policy.

Section 2.04.        **New Members.**

The owner of a permit that is eligible under the criteria set forth in Section 1.01 and 1.02 hereto, but that is not enrolled as a Member (and/or whose permit is not so enrolled) may apply to the Board (as hereinafter defined) for membership in the Sector. Such application shall be made in writing and shall include evidence of eligibility. The Board shall, in its reasonable discretion, determine whether the applicant shall be admitted as a Member of the Sector and/or its permit included as a Permit. Notwithstanding the foregoing, no such admission shall be effective until such new Member has agreed in writing to be bound by, and to cause its Permit and/or Participating Vessel to comply with, the terms of this Agreement, and until the provisions of this Agreement shall have been amended or modified to reflect such additional Member, Permit and/or Participating Vessel.

Section 2.05.        **Permit Transfers.**

Each Member agrees that so long as it is a party to this Agreement, such Member (i) shall not have the authority to sell, lease or transfer the ownership of its Permit to a party that is not or does not agree in writing to be bound by this Agreement for the remainder of the fishing year in which such sale, lease or transfer is to occur, (ii) shall not transfer, lease or assign any DAS allocated to its Permit by NMFS to any permit not enrolled in an approved sector, and (iii) shall comply with the right of first refusal provisions of Section 2.06 hereof prior to the consummation of any proposed sale, lease or transfer permitted hereunder. To the extent that a Member sells, leases or transfers its Permit to

another individual or entity (a “Transferee”) in compliance with the foregoing sentence, then (a) such Transferee shall only be permitted to participate in the Sector for the remainder of the fishing year in which the transfer occurred (the “Transfer Year”) and (b) prior to the commencement of the fishing year immediately following the Transfer Year, the Transferee must apply for admission to the Sector pursuant to the provisions of Section 2.04 hereof in order to be admitted to the Sector as a Member. For the avoidance of all doubt, for the purposes of calculating a Member’s Commitment Period under Section 2.03 hereof, no portion of a Transfer Year shall be included in such calculation.

**Section 2.06.      Right of First Refusal - Permit.**

In the event that any Member (a “Transferring Member”) at any time proposes to sell, transfer or lease (a “Transfer”) its Permit to any proposed Transferee who shall make a good faith, bona fide written offer therefore (a “Bona Fide Offer”), then the Transferring Member shall first deliver to the Sector a written notice (“First Refusal Notice”) that the Transferring Member proposes to make such Transfer, which First Refusal Notice shall (i) state the identity of the prospective Transferee, (ii) state the amount of consideration for the Permit and the material terms and conditions upon which the proposed Transfer is to be made (the date on which the Sector receives the First Refusal Notice being the “First Refusal Notice Date”), (iii) represent that the Bona Fide Offer is an actual bona fide offer, and (iv) include a copy of any written proposal, letter of intent or other agreement relating to the Bona Fide Offer. The Sector shall have a period of 5 business days following the First Refusal Notice Date (the “Election Period”) in which to elect to purchase or lease the Permit at the price and subject to the same material terms and conditions set forth in the First Refusal Notice. The Sector shall exercise its right to purchase or lease such Permit by delivering a written notice (“Election Notice”) to the Transferring Member within the Election Period. In the event that the Sector desires to purchase the Permit, then the parties shall schedule a closing for the payment for, and the delivery of, the Permit, which shall be no later than 90 calendar days after the First Refusal Notice Date. The Transferring Member agrees to enter into and deliver an agreement for the benefit of the Sector, containing standard and customary representations, warranties, covenants and indemnities by the Transferring Member for the benefit of the Sector. If the Sector has not elected to purchase the Permit within the Election Period, then the Transferring Member is free to Transfer the Permit to the Transferee; provided that such Transfer is on the terms and conditions specified in the First Refusal Notice. If the proposed Transfer is not consummated within 90 calendar days following the termination of the Election Period, the Transferring Member may not Transfer the Permit without complying again with all the provisions of Section 2.05 and this Section 2.06.

**Section 2.07.      Membership Dues.**

The Sector shall, to the extent necessary for the payment of the costs and expenses associated with the administration and management of the Sector

(including but not limited to the payment of the Manager's salary and payment of outstanding loans and debts), require the payment by the Members of annual membership dues and/or poundage fees. Such annual membership dues and/or poundage fees shall be fixed by resolution of the Board prior to the commencement of the applicable fishing year or at such other time as the Board may deem necessary or appropriate.

Section 2.08.        **Disclosure Agreement.**

Pursuant to section 402(b)(1)(F) of the Magnuson-Stevens Fishery Conservation and Management Act, 16 U.S.C. § 1881a(b)(1)(F), the undersigned hereby authorizes the release to the GB Cod Fixed Gear Sector of information that is considered to be confidential or privileged by the Magnuson-Stevens Act or other federal law regarding the catch of various species of fish associated with the limited access Northeast multispecies permit with the Moratorium Right Identifiers (MRIs) listed below submitted to the National Marine Fisheries Service in compliance with 50 CFR 648.7 and § 648.87 that the undersigned has authority to access. This information includes data required to be submitted or collected by NMFS, including but not limited to days-at-sea allocation and usage, vessel trip reports, dealer reports, Northeast Federal Observer Program data, any at-sea and dockside monitoring data, catch and landings history data, Sector dockside and at-sea monitoring data, enforcement data, and all other confidential and other information associated with the vessel, MRI #, and/or permit records. A copy or facsimile of this Disclosure Agreement shall have the same force and effect as the original.

**Article III. ADMINISTRATION**

Section 3.01.        **Sector Manager.**

The Board of Directors (the "Board") of the Sector shall appoint a manager of the Sector (the "Manager"), which Manager shall have the authority to manage the day-to-day business of the Sector and to act as its designated agent for service of process. The Sector anticipates maintaining Eric O. Brazer Jr. as Manager, which shall be confirmed upon FY2011 Sector implementation.

Section 3.02.        **Manager Authority.**

The Manager shall have the authority (i) to monitor the activities of the Members and the Participating Vessels and to take such other actions as may be necessary to ensure compliance by the Members and their Permits and Participating Vessels with this Agreement and other Sector requirements as may be adopted under the terms of this Agreement or the Sector's Bylaws, as well as applicable laws, rules and regulations, and (ii) subject to the authority of the Board or a committee delegated thereby pursuant to Section 3.03 of this Agreement, the Sector's Bylaws or any other agreement relating to the Sector's internal governance, to enforce this Agreement, including specifically, without limitation, the authority to impose penalties set forth in the Schedule of

Penalties (as hereinafter defined). The Manager shall also act as the liaison between NMFS and the Sector.

**Section 3.03.      Infractions Committee.**

The Board shall appoint an Infractions Committee (the “Committee”) to ensure fair, consistent and appropriate enforcement of this Agreement, the Harvesting Rules, the DAS (as hereinafter defined) requirements set forth on Exhibit C hereto, the Plan, the Framework Adjustment and other Sector requirements as may be adopted under the terms of this Agreement or the Sector’s Bylaws. The Committee shall be comprised of five (5) Members of the Sector. Board members shall not be eligible for appointment to the Committee. The Committee shall prepare and recommend to the Board for its approval a schedule of penalties, which shall be similar in form to Exhibit A hereto (the “Schedule of Penalties”), for any unauthorized fishing activities (whether under applicable laws, rules and regulations or otherwise) and for violations of this Agreement, the Harvesting Rules, the DAS (as hereinafter defined) requirements set forth on Exhibit C hereto, the Plan, the Framework Adjustment and other Sector requirements as may be adopted under the terms of this Agreement or the Sector’s Bylaws. The Board shall review and approve any Schedule of Penalties prepared and recommended by the Committee prior to the commencement of the fishing year for which such Schedule of Penalties has been prepared. In addition, the Committee, on its own or at the request of a Manager or Member pursuant to Section 3.04 hereof, shall have the authority to take any number of enforcement measures against the Members for the non-payment of membership dues and/or poundage fees. Such enforcement measures may include requesting expulsion of the violating Member under Section 7.02 and issuing a “stop fishing” order against such Member.

**Section 3.04.      Procedures for Investigations.**

In addition to the Manager’s authority to impose penalties under the Schedule of Penalties pursuant to Section 3.02 hereof, the Manager may, on his own, and shall, at the request of a Member, request that the Committee conduct an investigation of possible infractions of the Agreement, the Harvesting Rules, the Plan, the Framework Adjustment or other Sector requirements as may be adopted under the terms of this Agreement or the Sector’s Bylaws, by calling a meeting of the Committee and presenting it with the information that is the basis for the Manager’s or Member’s opinion that an infraction occurred. The Committee shall operate as a “blind” committee, such that the identity of the Member, Permit and/or Participating Vessel under consideration shall only be known to the Manager. The Committee shall assign a number of its members, which constitutes no more than 50% of the Committee, and the Manager, to investigate the matter further and to recommend action, if any, to the full Committee. Such Committee member assignments shall be rotated. If, upon the conclusion of such investigation, the Committee determines by an affirmative vote of a majority (51%) of its members that a violation of this Agreement, the Harvesting Rules, the Plan, the Framework Adjustment or other

Sector requirements (as may be adopted under the terms of this Agreement or the Sector's Bylaws) has occurred, it may, and is hereby given the authority to (in addition to the imposition of any penalties prescribed in the Schedule of Penalties), invoke sanctions, ranging from letters of warning to reductions in allocation of days-at-sea allotted ("DAS") to the Member, its Permits and its Participating Vessels by the Sector, allocation seizures, or issue stop fishing orders. The Committee shall exercise all reasonable efforts to ensure that penalties and settlements are commensurate with the nature and extent of the violation, are designed to further the purposes of the Plan, the Framework Adjustment, Amendment 13 and Amendment 16, and are uniform with those reached in similar circumstances. All appeals from such Committee action shall be taken in accordance with Section 7.04 hereof. Each of the Members agrees to cooperate fully with the Manager and the Committee in such investigations and procedures (including cooperation with any requests for information or data that may be made by the Manager or the Committee).

**Section 3.05. Sector Reporting Requirements.**

Within 60 days of the end of the fishing year, the Manager shall prepare and submit to the Council and NMFS an annual year-end report on the fishing activities of its Members, including the number of Sector vessels that fished for regulated groundfish, the permit and MRI numbers of those vessels, the number of vessels that fished for other species, the method used to estimate in-season discard rates as provided by NMFS, the landing ports used by Sector vessels while landing regulated groundfish, the harvest levels of all regulated groundfish species by Sector vessels (landings and discards by gear type), any enforcement actions taken against the Members, their Permits or Participating Vessels, and any other information requested by the Regional Administrator.

In addition to the annual report, the Manager shall, on a weekly basis, transmit to NMFS the following reports:

**Sector Manager ACE Status Report:** The ACE Status Report provides the means for sector managers to report their ACE status calculations. This allows NMFS to cross-check totals, as stipulated in Amendment 16. Information includes the original ACE at the start of the FY, the current ACE, harvested ACE, and the percent harvested to date.

**Sector Manager Detail Report:** The Sector Manager Detail Report provides information down to the sub-trip level about each sector trip for a given week, regardless of the completeness of the data. The information includes stock, gear, mesh categories, landing amounts, discards, and total catch.

**Sector Manager Trip Issue Report:** The Sector Manager Trip Issue Report provides information about sector trips for a given week that have enforcement, data quality, or other issues. The sector manager submits one issue report per reporting period.



Additional information on the requirements for the weekly reports can be found in the Fishery Statistics Office Publication: Preparing the Sector Manager Report Fishing Year 2010, available online at [www.nero.noaa.gov/sfd/SectorManagers.html](http://www.nero.noaa.gov/sfd/SectorManagers.html)

Weekly reports will include any enforcement or reporting compliance issues, including violations of sector operations plans (exclusive of defined administrative provisions), violations of regulations, or general problems with dockside monitoring or sector operations during the reporting period.

The reporting due date for the Manager's weekly report will be increased to daily when either 80% of any of the Sector's ACEs is reached, or when, for two consecutive weekly reporting periods 20% or more of the remaining portion of any ACE is harvested, whichever occurs first. Thus, for the latter trigger point, if a sector in one week harvests 25% of the remaining ACE for Gulf of Maine cod for that sector, and the following week harvests 22% of that remaining ACE, the trigger will have been reached and sector reporting will be changed to daily. The Manager will notify NMFS by email when a threshold has been reached.

An alternative threshold for increasing reporting frequency may be implemented during FY 2011 if agreed upon by the Sector and NMFS. The Sector proposes the following: The Manager will notify NMFS, by email, once he believes that a threshold has been or is about to be met. Once the threshold has been met, ACE status reports will be submitted within 24 hours of each landing event by vessels that have declared into and/or fished in the stock area for the stock(s) that have triggered the increased reporting frequency. Such reports will include ACE statuses only for the ACEs that have triggered the daily report. These daily reports would include all data from trips that declared into and/or fished in this stock area since the application of the discard rate to these trips would result in ACE deductions for all stocks. Null/negative reports will not be required to be submitted if trips have not been declared into or fished in the area(s) in question. The other reports, detailed trip and issue reports, and the complete ACE status report would continue to be submitted weekly. Closure of the area(s) in question by the Manager will release the Manager from trip-level reporting and weekly reporting will be reinstated until the area(s) is reopened and additional trips declare into and/or sail into the area(s).

The Manager will submit required reports using the format and procedure prescribed by NMFS at the commencement of the FY.

## **Article IV. ANNUAL CATCH ENTITLEMENT.**

### **Section 4.01. Sector Allocation.**

The Sector will be allocated an ACE of all regulated groundfish stocks pursuant to Amendment 16. Such allocation shall include stocks that are managed under the terms of the US/CA Resource Management Understanding (“EUSCA”), as applicable. For those permits that committed to the Sector as of March 1, 2008, the proportional Sector ACE will be calculated based on landings of GB cod during the period FY 1996-FY 2001, divided by the total landings of GB cod during that period. For all other Sector permits, the proportional ACE will be calculated based on the landings of GB cod during the period FY 1996-FY 2006, divided by the total landings of GB cod during that period but proportionately reduced by the amount of the permits that received PSCs based on landings of GB cod during the period FY 1996-FY 2001. Sector ACE for additional groundfish stocks (i.e. not GB cod) allocated by Amendment 16 will be based on the landings history of each permit during the time period FY 1996-FY 2006.

### **Section 4.02. Annual Distribution.**

Each Member hereby acknowledges and agrees that the ACE of all stocks, as authorized by Amendment 16, the Framework Adjustment and NMFS to the Sector, shall be harvested in accordance with the Harvesting Rules, which are set forth as Exhibit C hereto. Each Member agrees to, and agrees to cause its Participating Vessels to, exercise all commercially reasonable efforts to (i) assist in harvesting an amount of regulated groundfish stocks allocated by Amendment 16 equal to, but not greater than, the ACE for each stock, as further set forth on Exhibit C, unless additional ACE can be acquired, and (ii) to comply with all of the other Sector requirements set forth on Exhibit A and Exhibit C hereto. If at any time during the fishing year the Board determines that the ACE may not be fully harvested, the Board shall, subject to the provisions of Section 4.02, redistribute the ACE, through weekly quota targets or otherwise, to ensure that the ACE is fully harvested. In addition, to the extent that the ACE is adjusted upward or downward after the commencement of any fishing year, whether by the authority of NMFS, by framework adjustment or by other regulatory action, the Board shall have the authority to redistribute the adjusted ACE through DAS, weekly quotas or otherwise, to ensure that the adjusted ACE is properly harvested by the Members. Members must have ACE available to participate in fisheries for which catch of NE groundfish can be expected or will be accounted for; alternately, the Member may draft an internal ACE trade agreement with another Member to “cover” harvested ACE.

Prior to the commencement of the FY, the Board shall make an initial distribution of the Sector’s ACE to Members based on the Members’ fishing history. After the initial allocation of individual ACE is made, and at any time during the fishing year, Members are free to pool, transfer, or lease any ACE

attributed to their Permit(s) to any other Member subject to advance approval of Manager. Such requests shall be made in writing to the Manger in a timely manner.

Members with or without ownership interests in multiple Permits may consolidate individual ACE to harvest from a single or fewer vessels. Such consolidation shall be approved by the Manager prior to validation, and requests shall be made to the Manager in a timely manner. ACE from Vessels designated as "Lease Only" (Exhibit D) may be leased by Vessels designated as "Active Commercial Groundfish."

In FY 2010, approximately 44% of the permits enrolled in the Sector for FY 2011 are attached to vessels actively fishing for NE groundfish. For FY 2011, the Sector has 96 permits currently enrolled. Of these permits, 40 or 42% are anticipated to actively fish for NE groundfish in FY 2011. While these numbers may change, the Sector expects that, compared to FY 2010, there would be no change from the consolidation that previously occurred within the Sector during FY 2010. The member permits that are not attached to active NE groundfish vessels in FY2011 are the same permits that leased out their PSC in FY 2010. In most cases, a Member who owns multiple permits fished the ACE of all those permits on a single hull and will now continue to fish the ACE contributed by all those permits on the same single hull, resulting in no additional consolidation.

Section 4.03.        **Reserve.**

Each Member agrees that the Board shall, in its sole discretion, establish a reserve for each allocated stock in order to ensure that the Sector remains in compliance with its ACE limits; provided, however, that such reserves shall not exceed twenty percent (20%) of any ACE. The amount of the reserve shall be deducted at the beginning of the fishing year from each Member's permit on a pro rata basis once ACE has been distributed to the Members.

Section 4.04.        **Release of Reserve.**

If the Board, subsequent to the establishment of a reserve pursuant to Section 4.03 hereof, determines that the ACE, as adjusted pursuant to Section 4.03, will be fully harvested by the Participating Vessels, the Board shall, at its discretion, release and authorize the harvesting of the reserve so as not to exceed the ACE for any species unless additional ACE can be acquired.

Section 4.05.        **ACE Transfer.**

Members acknowledge that ACE transfer from the Sector to another sector will only be carried out in a manner authorized by NMFS and in accordance with this Agreement. If a Member seeks to transfer ACE attributed to its permit to another sector, that Member shall submit an ACE transfer request to the Manager in writing at least seven (7) days in advance of the desired transfer date. Transfer requests to be completed sooner than seven (7) days will be

accepted by the Manager and approved on a case-by-case basis. Such transfer request must receive approval of the Board and will only be transmitted to NMFS after such Board approval. An ACE transfer from the Sector will only be finalized after NMFS approval and all parties are notified. Any ACE transfer must adhere to any internal transfer policies, including but not limited to a Right of First Refusal policy, as approved by the Board.

Section 4.06.        **ACE Carryover.**

If the Sector expects to have unused ACE at the end of the fishing year, an amount not to exceed ten (10) percent of the original Sector ACE may be carried forward into the next fishing year. Prior to such a carryover, the Board shall determine whether unused ACE is needed to cover existing or potential ACE overages.

Section 4.07.        **ACE Overage.**

The Sector is responsible for preventing ACE overages during the fishing year. The Sector must cease all fishing operations in the appropriate stock area when the Sector achieves or exceeds any ACE. The Sector may acquire additional ACE to resume fishing in that stock area and to avoid an ACE deduction for the following fishing year. NMFS may find Members and the Sector jointly and severally liable for, among other violations, any ACE overage and may assess penalties accordingly. If ACE is exceeded, the overage shall be deducted from the following year's ACE.

The Member is responsible for preventing individual ACE overages during the fishing year. The Member must cease all fishing operations in the appropriate stock area when the Member achieves or exceeds any ACE. The Member may acquire additional ACE to resume fishing in that stock area and to avoid an ACE deduction for the following fishing year. If any Member exceeds its allocation of ACE, it may be subject to penalties in accordance with Exhibit A and may have its future allocation reduced by an amount equal to the overage or more.

If a Member that causes the Sector to exceed any ACE leaves the Sector the following year, any reduction in the Sector's ACE or reduction in DAS will follow that Member's permits that left the Sector in the form of DAS reductions if the Member joins the Common Pool, or pound-for-pound ACE reduction in a new sector. Additional penalties may also be invoked by the Board in accordance with Exhibit A.

NMFS will withhold 20 percent of each ACE at the beginning of the fishing year for a period of 61 days to allow time to process any year-end transfers of ACE and to determine whether any reductions in ACE are necessary due to overage in the previous year.

Section 4.08.        **Available ACE.**

For a Member to be able to fish commercially with any gear capable of harvesting regulated groundfish species, both the Member and the Sector must have available ACE. Alternately, the Member may draft an internal ACE trade agreement with another Member to “cover” harvested ACE. Further, ACE must be available to account for interactions with allocated regulated groundfish stocks in non-target fisheries in which groundfish catch applies to the Sector’s ACEs, including directed monkfish and skate trips, which are likely to be taken by Members. All monitoring and reporting requirements will be maintained in non-target fisheries to account for available ACE.

**Article V. VESSEL OPERATIONS AND EXEMPTIONS.**

Section 5.01.        **Proof of Sector Membership.**

Each Member agrees that its Participating Vessels shall maintain on-board at all times a Letter of Authorization from NMFS verifying such Participating Vessels’ participation in the Sector, contact information for the Manager, and a copy of the Operations Plan and Agreement in effect for the current fishing year, except when such Participating Vessels are fishing as charter/party vessels.

Section 5.02.        **Gear Restrictions.**

Each Member agrees that its Participating Vessels shall not fish for regulated groundfish species with any gear other than jigs, demersal longline, handgear or sink gillnets.

Section 5.03.        **Stock Areas.**

Each Member agrees that it shall not fish commercially with gear that is capable of harvesting regulated groundfish species unless the Member has available ACE for all stocks for the area being fished. To the extent that ACE availability allows, Sector members would fish within the entire range of the Northeast Multispecies Complex – the Gulf of Maine Regulated Mesh Area (RMA), the Georges Bank RMA, and the Southern New England RMA. Primary fishing effort would occur in the Georges Bank RMA, with secondary effort occurring in the Gulf of Maine RMA and Southern New England RMA.

Section 5.04.        **Operators.**

Each Member agrees to ensure that any operators of its Participating Vessels fully comply with the obligations and restrictions set forth in this Agreement as they may be modified from time to time by the Board. Each Member further agrees to accept responsibility hereunder for the actions of any such operators that result in a violation of this Agreement.

Section 5.05.        **Designated Landing Ports.**

To enable the Members and the Manager to monitor, observe and verify

catches, each Member agrees that each of its Participating Vessels will only offload catch in the designated ports of Provincetown, MA; Aunt Lydia's Cove, Chatham, MA; Stage Harbor, Chatham, MA; Saquatucket Harbor, Harwich, MA; Allen's Harbor, Harwich, MA; and Wychmere Harbor, Harwichport, MA. All designated landing ports with the exception of Aunt Lydia's Cove could at some point be determined to be "remote" ports and require additional dockside monitoring in accordance with Exhibit E; however, every designated landing port has the capacity to receive landings offloaded to a truck owned by the intended fish dealer and containing a certified scale. In these cases, landings would not be considered "remote." Landings may occur in any designated landing port (except for Aunt Lydia's Cove) where landings are offloaded to trucks not owned by the intended fish dealer; in these cases, landings would be considered "remote" and would be subject to additional dockside monitoring requirements. None of the designated landings ports could be considered completely "remote".

**Section 5.06. Landing Port Exceptions.**

Landings in ports, remote or otherwise, other than those listed in Section 5.05 hereof are permitted on a temporary, case-by-case basis, subject to prior approval of the Manager; provided, the Manager determines that the excepted landings will not impair effective enforcement and monitoring of the Sector and this Agreement. Such exceptions may be granted in the sole discretion of the Manager and may include but are not limited to issues of vessel safety, inclement weather, and changing fishing conditions. The Manager shall notify the Dockside Monitoring Vendor ("DMV") and NMFS by email of landing port exceptions in a manner and timeframe agreed upon by the DMV and Manager to ensure compliance with the Sector's Dockside Monitoring requirements. The vessel will send a corrected Trip End hail with updated information. If the vessel changes its intended port of landing after it has sent the Trip End Hail, it will notify the Manager by sending a revised Trip End Hail; furthermore, the Manager may require the vessel to provide additional notification to the Manager either via email, fax, or phone. The Manager will notify NMFS via email if this occurs. If the vessel has been selected for dockside monitoring, the vessel will not offload fish, until a dockside monitor is present, or a waiver has been granted. The Manager shall report to NMFS any landing port exceptions that are of a significant or prolonged nature, which would include but would not be limited to the number landing port exemptions granted to a vessel more than one time per month and the anticipated timeframe for which landing port exemptions are to be granted if that timeframe is greater than two days, including until further notice. These exceptions may be granted for the following reasons, including but not limited to the following examples: inclement weather, other safety concerns, and/or at the discretion of the captain.

Section 5.07.        **Observed Offloading.**

Each Member agrees that, in order to enhance the monitoring and enforcement of the provisions in this Agreement, the Manager may request that an observer be present during offloading operations. If such a request is made, each Member agrees not to permit its Participating Vessel(s) to offload retained catch until the Manager or his designee is present.

Section 5.08.        **Advanced Notice of Offloading.**

Vessels shall notify the Manager and/or DMV and/or NMFS Office of Law Enforcement (“OLE”) through the vessel’s Vessel Monitoring System (“VMS”) or other means at least 6 hours prior to landing for trips greater than 6 hours in length. For trips less than 6 hours in length or occurring within 6 hours of port, the estimated time of arrival to port and estimated time of offload will be provided in the trip start hail. The trip end hail will be sent upon completion of the last tow or haul with required updated information. An alternative timing for the trip end hail may be implemented during FY 2011 if agreed upon by the Sector, the monitoring provider, and NMFS. Notification shall be made in accordance with the procedures described in Exhibits E, F, and H-L.

Section 5.09.        **Redirection of Effort.**

The Members acknowledge that redirection of fishing effort onto stocks not managed under the Plan may occur as a result of insufficient ACE for a directed fishery on regulated groundfish species. If any redirection occurs, Members agree that while using fishing gear capable of harvesting regulated groundfish stocks, they agree not to redirect effort onto lobsters or stocks which are overfished or for which overfishing is occurring. Any redirection of effort into other fisheries where non-specified gear is used will be closely monitored throughout the year and reported in the Annual Report. Through the reporting requirements contained in this Agreement, the Manager will monitor any redirection of effort that may occur and include that information in the Manager's reports to NMFS. Members that violate this provision will be subject to penalties in accordance with Exhibit A.

The Fixed Gear Sector anticipates that some vessels may switch fishing efforts into the following fisheries:

- Monkfish (extra-large mesh sink gillnets)
- Skates (extra-large mesh sink gillnets)

Section 5.10        **Exemptions.**

All sectors will be universally exempt from the following regulated groundfish management measures approved in Amendment 16:

- a) Trip limits on all stocks for which a sector receives an ACE (except halibut, ocean pout, windowpane flounder, SNE/MA winter flounder

until an allocation is available, and Atlantic Wolffish).

- b) Seasonal closed areas (at present, the only seasonal closure is in May on Georges Bank).
- c) All groundfish DAS restrictions.
- d) Rolling closures except for Blocks 124 and 125 in April, Blocks 132 and 133 in April-May, Block 138 in May, Blocks 139 and 140 in May-June, and Blocks 145, 146, 147, and 152 in June.

The Sector will further be exempt from the following regulated groundfish management measures (approved at the commencement of FY2011 for the 2011 FY):

- a) Limits on the number of hooks that may be fished. An exemption from the hook limit would allow for greater efficiency of effort by a gear type known to have minimal habitat, protected species; non-target species bycatch would continue to be controlled by ACE and/or trip limits;
- b) The requirement that vessels on GB haul only 50 gillnets while on a groundfish DAS for trips where the vessel is also on a monkfish DAS. This exemption would increase the efficiency of gillnet vessels by allowing them to haul additional nets which they are already allowed to have in the water, and would decrease wasteful fishing practices by allowing more timely attending of gear.
- c) Gillnet mortality blocks (50 C.F.R. 648.82(j)(1)(ii)):
  - 21 days between June 1 and September 30;
  - An additional 80 days throughout the fishing year;

Since the Sector will be subject to ACEs for a number of regulated groundfish stocks, gillnet mortality blocks are no longer necessary for primarily controlling mortality. Authorization of this exemption may change fishing behavior in that additional effort may be expended during times that vessel would otherwise be signed into a block and therefore not active. Members may use this exemption to maximize their efficiency during fair weather or profitability when market prices are favorable. Additional effort may be expended during the summer months (increased catch and fair weather) in the areas in which Members currently operate or are predicted to operate but are bound by the 21 days of block; less effort may therefore be expended during the winter months (decreased catch and foul weather). However, unpredictable market prices will ultimately determine the level of effort shift and the impact of increased effort during favorable months (21 days of block time); unpredictable



weather patterns will ultimately determine the level of effort shift and impact of decreased effort during “unfavorable” months (additional 80 days of block time). Any increased effort will not impact rebuilding as the Sector’s ACE will restrain total effort. Furthermore, authorization of this exemption may allow multiple-vessel owners to consolidate their businesses onto one active fishing vessel, as opposed to owning and operating two active fishing vessels whereby Members would utilize one vessel when the other vessel is signed into a block. This would thereby reduce operating costs and safety concerns that occur when maintaining multiple active fishing vessels. Any increase in soak times and resulting bycatch issues (marine mammal or otherwise) would be observed under an estimated minimum 30 percent NEFOP observer coverage, extrapolated across the Sector as appropriate, closely monitored by the Manager, and reported as required. “Equity” issues would be addressed internally by the Board, which is anticipated to be comprised of both gillnet and hook-and-line Members.

The Sector will additionally be exempt from the following regulated groundfish management measures (proposed for FY2011):

- d) 20-day spawning block requirement out of the fishery for day gillnet vessels.
- e) Limitation on the number of gillnets for day gillnet vessels.
- f) Prohibition on a vessel hauling another vessel’s gear.
- g) Length and horsepower restrictions of the DAS leasing program.
- h) Gulf of Maine sink gillnet program.
- i) Prohibition on discarding legal-sized regulated groundfish allocated to sectors.

The Sector will additionally be exempt from the following regulated groundfish novel management measures (proposed for FY 2011):

#### GEAR EXEMPTION

- j) Prohibition on the use of squid or mackerel as bait or possessing squid and mackerel onboard in the Closed Area I Hook Gear Haddock Special Access Program (*preferred*).

The Sector will be exempt from any bait restrictions while operating in the Closed Area I Hook Gear Haddock Special Access Program (SAP).

Amendment 16 implemented this bait restriction, which was not discussed during the Amendment 16 development process, because it was inadvertently omitted from Framework 42. This measure is an input control that is rendered redundant with the SAP's primary mortality controls – the GB haddock TAC and sector Annual Catch Entitlements (ACEs), both of which terminate the SAP once either are met. At the time of Framework 42, mortality on haddock was regulated by the SAP's TAC while mortality on other stocks caught in the SAP were regulated by input controls (notably DAS). With the transition away from input controls to a fishery that manages mortality of regulated groundfish primarily with TACs and ACES, there is little need to restrict cod catch (which is known to increase when using squid or mackerel as bait) because the primary cod mortality control is the Sector's WGB cod ACE. If the Sector chooses to use squid and mackerel that increases codfish catch, it is the Sector's decision to do so and to accept any consequences for doing so; similarly, if the Sector chooses to use other baits to maximize the harvest of haddock, it is the Sector's decision to do so and to accept any consequences.

*The Sector understands that NMFS may not feel that it would be appropriate to remove this bait restriction without first consulting with the NEFMC; therefore, if NMFS plans to oppose this exemption request because the NEFMC has not yet had a chance to respond to this issue, the Sector formally requests that this exemption “placeholder” remain in the Operations Plan in anticipation of a forthcoming NEFMC discussion and potential proposed revision to the existing bait policy.*

- j1) Extension of the GOM sink gillnet mesh exemption through May.  
See Proposed Rule for justification.
- j2) Exemption from minimum hook size requirements for demersal longline gear.  
See Proposed Rule for justification.
- j3) Exemption from minimum mesh size requirements on targeted redfish trips.  
See Proposed Rule for justification.

#### DISCARD EXEMPTIONS

- k) Minimum sizes for regulated groundfish stocks for which the Sector has ACE (preferred).

The Sector will be exempt from the minimum fish sizes for stocks for which the Sector has ACE, and instead proposes to operate under a mandate of “full retention” for regulated groundfish for which the Sector

has been allocated ACE. For every species but Winter Flounder, NMFS “assumes” 100% mortality on discards (in FY 2010, only sub-legal fish). Therefore, discarding a portion of one’s catch provides no positive biological benefit (to the resource), economic benefit (to the Sector Member), or social benefit (to the Sector or the community). Additionally, the concern about “redirecting effort onto undersize fish” is not valid for the reason that undersize fish are currently being discarded with 100% mortality assumed. Due to varying levels of interaction between “undersize” fish and commercial gear capable of harvesting regulated groundfish, it is not probable to predict the redirection, if at all, on “undersize” fish. In addition, requiring “full retention” will ensure that all fish caught are accounted for and properly deducted from the Sector’s ACE. Furthermore, it will provide an economic benefit to Sector Members by allowing them to sell fish that would have otherwise been assumed to have died anyway. Finally, requiring “full retention” will encourage more selective and responsible fishing practices – by knowing that everything they catch must be landed, Sector Members will actively avoid stocks and fish sizes that they can’t sell.

The Sector acknowledges that tracking “undersize” fish in the marketplace presents an added burden to NMFS; however, the Sector argues that the concern is not insurmountable. Through a combination of real-time reporting, fish-specific reporting, legally-binding chain of custody contracts, and unique identification tagging, the Sector proposes to ensure that “undersize” fish can be tracked from Sector Member to consumer to the satisfaction of OLE.

1) 100% discard mortality assumption on codfish (alternative to the preferred).

*Since this exemption would be unnecessary if Exemption K (Minimum sizes for regulated groundfish stocks for which the Sector has ACE) is granted, the Sector requests that this Exemption L (100% discard mortality assumption on codfish) be granted if Exemption K is denied.*

The Sector will be exempt from the NMFS-assumed 100% mortality discard rate on codfish, and instead will operate under the mortality estimates demonstrated by 2009 Milliken et. al, which has been recognized by the Council, peer-reviewed, and published in a scientific journal. This study found that nearly all jig/handline-caught juvenile cod discards and the majority of longline-caught juvenile cod discards survived for the duration of the experiment (72 hours after release). The existing NMFS assumption of 100% discard mortality on codfish fails to incorporate this recent information and threatens the viability of the Sector’s jig/handline and longline fleet by inappropriately deducting ACE for each discarded juvenile codfish. This invalid action has extreme negative and disproportionate impacts on the Sector’s jig/handline and longline fleet which, while proven to be an extremely selective harvesting

method, has been known to have proportionately high interactions with sublegal fish relative to gillnets or otter trawl gear which are constructed to allow sublegal fish to pass through the gear mesh.

m) Extrapolation of weight of discarded fish pieces across discard strata (alternative to the preferred).

*Since this exemption would be redundant if Exemption K (Minimum sizes for regulated groundfish stocks for which the Sector has ACE) is granted, the Sector requests that this Exemption M (Extrapolation of weight of discarded fish pieces across discard strata) be granted if Exemption K is denied.*

The Sector will be exempt from the requirement to extrapolate the weight of unmarketable fish and/or fish “pieces” across discard strata, and instead proposes to account for that catch only to the individual that discarded it (similar to how landings are accounted for). Presently, Sector Members must land this weight to prevent it from impacting the discard rate for that specific gear-configuration-area strata; however, dealers and dock officials have made it clear to the Sector that they do not have the capacity to receive and dispose of this poundage. The Sector argues that since the end result is the same - non-usable fish/pieces being disposed of at sea rather than being offloaded and disposed of on land - Sector Members should be permitted to dispose of this poundage at sea without contributing to the extrapolated discard rate rather than on land where disposal presents a substantial problem.

#### DOCKSIDE/ROVING MONITORING & HAIL EXEMPTIONS

n) All dockside and roving monitoring requirements (preferred).

The Sector will be exempt from all dockside and roving monitoring requirements. The Sector contends that this program has provided little-to-no value to the Sector’s infrastructure or Sector Members’ businesses since its commencement with FY 2010. According to Amendment 16, the dockside and roving monitoring program was implemented “in order to verify landings of a vessel at the time it is weighed by a dealer, and to certify the landings weights are accurate as reported on the dealer report.” The Sector notes that a number of ambiguities exist in the present program that cause the program to fail to meet its stated objectives. For instance, not requiring dockside and roving monitors to physically verify that all landings have been offloaded from the vessel presents a loophole that prevents the program from achieving its first stated goal. Second, since NMFS does not accept/recognize the dockside and roving monitoring data as valid, the program cannot readily achieve its second stated goal. Third, notifying fishermen prior to landing that they will (or will not) have a dockside or roving monitor allows them to adjust their fishing efforts in response to this notification. As such, the Sector notes that the integrity of the dockside and roving monitoring

program can be challenged and that it fails to meet its stated objectives. Furthermore, the direct financial costs of implementing this ineffective program are high - the Sector has accrued tens of thousands of dollars in dockside and roving monitoring bills in FY 2010. Despite the substantial financial investment, the Sector has yet to be asked by NMFS to report any dockside and roving monitoring data to OLE, nor has the Manager had to use dockside or roving monitoring data to validate/verify a landings event. The Sector recognizes that at one point it was supportive of the concept of dockside and roving monitoring; however, as the program took shape and the Sector's concerns with loopholes were not addressed, the Sector now believes that this program has little-to-no positive impact on Sector operations and therefore the Sector should be exempt from it.

o) All hail requirements (preferred).

*Should the Sector be granted Exemption N (All dockside and roving monitoring requirements), this Exemption O (All hail requirements) should be granted as a complimentary exemption.*

The Sector will be exempt from all trip start hail and trip end hail requirements. According to Amendment 16, trip start hails and trip end hails were implemented "in order to coordinate the deployment of dockside or roving monitors." An exemption from dockside and roving monitoring would render hails unnecessary, and they therefore should be exempted should dockside and roving monitoring be exempted from the Sector.

p) All hail requirements for Sector vessels landing between 1100 h and 1800 h (alternative to the preferred).

*Should the Sector be denied Exemption N (All dockside and roving monitoring requirements) and Exemption O (All hail requirements), this Exemption P (All hail requirements for Sector vessels landing between 1100 h and 1800) should be granted.*

The Sector will be exempt from all trip start hail and trip end hail requirements for Sector vessels that land between 1100 h and 1800 h. Sector vessels operate primarily as day boats, which depart on a trip early in the morning and return to port in the afternoon. As such, the timing of a majority of landings are extremely predictable. According to preliminary FY 2010 Sector hail data, over 90% of the Sector's trips landed between 1100 h and 1800 h. The Sector will work with the Sector's Dockside Monitoring Provider to station a dockside or roving monitor at the landing sites during those hours, thereby eliminating the need for Sector vessels to provide trip start hails or trip end hails if they agree to land within that 7 hour period. Landing outside of that 7 hour period would require some form of trip start hails and/or trip end hails to be maintained.

- q) Dockside and roving monitoring and hail requirements for hook-only or handgear vessels in the Sector (alternative to the preferred).

*Should the Sector be denied Exemption N (All dockside and roving monitoring requirements) and Exemption O (All hail requirements), this Exemption Q (Dockside and roving monitoring and hail requirements for hook-only or handgear vessels in the Sector) should be granted.*

The Sector will be exempt from dockside and roving monitoring and hail requirements for Sector vessels with hook-only groundfish permits or handgear permits. These vessels are notoriously small businesses and have historically landed (and continue to land) minimal amounts of groundfish; often, these amounts are so little that the proceeds from the trip are less than what would be the cost of deploying a dockside or roving monitor for the trip. As such, the costs of monitoring this fleet are disproportionately high relative to the rest of the groundfish fleet, which presents a disproportionate financial impact, while their impact on ACE (harvest) is relatively minimal. Finally, with the exemption on dockside and roving monitoring being granted, the requirement for hails no longer exists.

- r) Dockside and roving monitoring and hail requirements for Sector trips targeting spiny dogfish using demersal longline, jig, and handgear operating in the MA state waters portion of NMFS Statistical Area 521 (alternative to the preferred).

*Should the Sector be denied Exemption N (All dockside and roving monitoring requirements) and Exemption O (All hail requirements), this Exemption R (Dockside and roving monitoring and hail requirements for Sector trips targeting spiny dogfish using demersal longline, jig, and handgear operating in the MA state waters portion of NMFS Statistical Area 521) should be granted.*

The Sector will be exempt from the requirement for dockside and roving monitors and hail requirements for Sector trips targeting spiny dogfish using demersal longline, jig, and handgear while operating in the MA state waters portion of NMFS Statistical Area 521. Regulated groundfish (for which the Sector has ACE) bycatch in the directed hook and line spiny dogfish fishery in this area is nearly non-existent, as supported by FY 2010 Sector landings data. According to the Sector's SIMM Dealer data, between June 16, 2010 and August 22, 2010, five Sector vessels sailed 95 targeted spiny dogfish trips into the MA state waters portion of the NMFS Statistical Area 521. On those 95 trips, these five Sector Members landed 279,900 lbs of spiny dogfish and zero pounds of regulated groundfish stocks for which the Sector has ACE. MRAG Americas deployed dockside and/or roving monitors on 43 of the 95 trips (45%) which validate the SIMM dealer data. As evidenced by this dealer data, landings from vessels targeting spiny dogfish in this area have yet

to yield a single pound of landed regulated groundfish for which the Sector has ACE. As such, the Sector contends that deploying dockside or roving monitors for these trips provides no value to the program designed to monitor landings of regulated groundfish. The Sector is committed to working with NMFS to further refine the definition of this fishery, including pre-trip notifications and real-time reporting, to the satisfaction of NMFS.

- s) Any requirement to delay offloading due to dockside or roving monitors arriving late for a scheduled offload or to require fishermen to make contact with the late monitor (alternative to the preferred).

*Should the Sector be denied Exemption N (All dockside and roving monitoring requirements) and Exemption O (All hail requirements), this Exemption T (Any requirement to delay offloading due to dockside or roving monitors arriving late for a scheduled offload or to require fishermen to make contact with the late monitor) should be granted.*

The Sector will be exempt from any requirement for a Sector Member to delay an offload if the dockside or roving monitor is not present and ready to commence data collection at the time of offload and/or weighout. The Sector contends that it is the responsibility of the dockside and/or roving monitor to be present at the point of offload/weighout at the scheduled time. Delayed offloads have negative social and economic impacts for the Sector Member, dealer, and other Sector Members that may be waiting in line to offload. The Sector recognizes that unforeseen circumstances such as traffic or speeding tickets may occur; however, by planning ahead and leaving 30 minutes to an hour of “cushion time” available, a vast majority (if not all) instances of late dockside or roving monitors would be eliminated. Furthermore, if the dockside or roving monitor anticipates being late, the Sector contends that it is the monitor’s responsibility for contacting the fisherman. The Sector fully believes that if its Members are to be held to a high standard of accountability, dockside and roving monitors should be as well.

- u1) DSM requirements for hook vessels when the sector has caught less than 10,000 lb (4535.9 kg) of groundfish per year (alternative to the preferred). See Proposed Rule for justification.
- u2) DSM requirements in May when fishing in certain Mid-Atlantic Areas. See Proposed Rule for identification of areas and justification.
- u3) DSM requirements for vessels fishing West of 72-degrees 30-minutes W. long. See Proposed Rule for justification.

- u4) DSM requirements when a trip has been monitored by either an at-sea monitor or fishery observer  
See Proposed Rule for justification.
- u5) Prohibition on offloading of non-allocated species prior to the arrival of the monitor.  
See Proposed Rule for justification.

#### AT-SEA MONITORING / NEFOP EXEMPTIONS

- t) At-sea monitoring and NEFOP observing requirements for hook-only or handgear vessels in the Sector (*preferred*).

The Sector will be exempt from at-sea monitoring and NEFOP observing requirements for Sector vessels with hook-only groundfish permits or handgear permits. These vessels are notoriously small businesses and have historically catch (and continue to catch) minimal amounts of groundfish; often, these amounts are so little that the proceeds from the trip are less than what would be the cost of deploying an at-sea monitor or NEFOP observer on that trip. As such, the costs of monitoring this fleet are disproportionately high relative to the rest of the groundfish fleet, which presents a disproportionate financial impact, while their impact on ACE (harvest) is relatively minimal.

- u) Defining at-sea monitoring and NEFOP observing coverage as a percentage of trips (*preferred*).

The Sector will be exempt from the requirement to achieve 38% at-sea monitoring and NEFOP observing coverage of Sector *trips*, and instead will assist NMFS in implementing an at-sea monitoring and NEFOP observing program that achieves 38% coverage of the Sector's *catch*. The Sector contends that monitoring trips (as opposed to catch) may fail to capture the true impact of the Sector on catch if the percent coverage of trips differs greatly from that same percent coverage converted to catch. Achieving 38% coverage on trips that catch minimal amounts of regulated groundfish will fail to capture the Sector's true catch and effort, and will result in extrapolations that do not accurately capture the discard component of catch.

- v) Prohibition on using electronic (video) monitoring to achieve mandated minimum at-sea coverage levels (*preferred*).

*Should Exemption K (Minimum sizes for regulated groundfish stocks for which the Sector has ACE) be granted, this Exemption W (Prohibition on using electronic (video) monitoring to achieve mandated minimum at-sea coverage levels) should be granted as a complimentary exemption.*

The Sector will be exempt from the regulations that prevent the use of



electronic video monitoring to supplement at-sea monitoring and/or NEFOP coverage to meet mandated coverage levels. Video monitoring provides a low-cost, reliable, and objective means of monitoring a vessel's activity with direct positive economic benefits to the Sector Members. By supplementing human coverage levels, concerns regarding the safety of monitors and observers at sea is reduced. Video monitoring has been proven a reliable monitoring tool in a multitude of hook and gillnet fisheries throughout the world, and has been identified as viable in research conducted by CCCHFA and publicized and supported by Archipelago Marine Research Limited in 2007. The Sector recognizes that a "pilot study" is currently under way, and urges the rapid and complete analysis of all available video monitoring data in order to expedite the conclusion of this study.

- w) Any requirement to delay a Sector vessel's departure due to an at-sea monitor or NEFOP observer arriving late for a scheduled departure time or to require fishermen to make contact with the late monitor (*preferred*).

The Sector will be exempt from any requirements that would delay the departure of a Sector vessel due an at-sea monitor or NEFOP observer not being present and ready to depart at the previously-identified time of departure. The Sector contends that it is the responsibility of the at-sea monitor or NEFOP observer to be present and ready to depart at the point of departure at the scheduled time. Delayed departures have negative social and economic impacts because tides, wind, and other conditions, including the "condition" of the sandbar at the entrance to the primary Chatham harbor, dictate when a Sector Member must leave the dock. If a Sector Member is delayed by a late at-sea monitor or NEFOP observer, the Member may miss the tide and/or could miss the opportunity to cross the sandbar. It is not uncommon that a situation like this would result in the trip being cancelled altogether. The Sector recognizes that unforeseen circumstances such as traffic or speeding tickets may occur; however, by planning ahead and leaving 30 minutes to an hour of "cushion time" available, a vast majority (if not all) instances of late at-sea monitors and NEFOP observers would be eliminated. Furthermore, if the at-sea monitor or NEFOP observer anticipates being late, the Sector contends that it is the monitor's responsibility for contacting the fisherman. The Sector fully believes that if its Members are to be held to a high standard of accountability, dockside and roving monitors should be as well.

- x) At-sea monitoring and NEFOP observing requirements for Sector trips targeting spiny dogfish using demersal longline, handgear, or jig gear while operating in the MA state waters portion of NMFS Statistical Area 521 (*alternative to the preferred*).

*Should the Sector be denied Exemption Y (At-sea monitoring and NEFOP*

*observing requirements for Sector trips targeting on dogfish), this Exemption Z (At-sea monitoring and NEFOP observing requirements for Sector trips targeting spiny dogfish using demersal longline, handgear, or jig gear while operating in the MA state waters portion of NMFS Statistical Area 521) should be granted as an alternative exemption.*

The Sector will be exempt from at-sea monitoring or NEFOP observing for Sector trips targeting spiny dogfish for a discrete subset of directed dogfish trips using hook gear in the MA state waters portion of NMFS Statistical Area 521. Regulated groundfish (for which the Sector has ACE) bycatch in the directed hook and line dogfish fishery in this area is nearly non-existent, as supported by FY 2010 at-sea monitor and NEFOP observer data collected on Sector trips. According to the Sector's SIMM Dealer data, between June 16, 2010 and August 22, 2010, five Sector vessels sailed 95 targeted spiny dogfish trips into the MA state waters portion of the NMFS Statistical Area 521. On those 95 trips, these five Sector Members landed 279,900 lbs of spiny dogfish and zero pounds of regulated groundfish stocks for which the Sector has ACE. At-sea monitors and NEFOP observers were present on 50 of the 95 trips (53%) coverage, and only a single 3 pound WGB cod was discarded. While comparing discards to landings is similar to comparing apples to oranges, even operating under the assumption that there were zero dogfish discards on these 95 trips, the 3 pounds of WGB cod discard represents a discard rate of 0.00001 (or one-thousandth of one percent). As evidenced by this dealer data, regulated groundfish catch from vessels targeting spiny dogfish in this area have resulted in an insignificant discard rate of regulated groundfish for which the Sector has ACE. As such, the Sector contends that deploying at-sea monitors or NEFOP observers for these trips provides no value to the program designed to monitor landings of regulated groundfish. The Sector is committed to working with NMFS to further refine the definition of this fishery, including pre-trip notifications and real-time reporting, to the satisfaction of NMFS.

#### REPORTING EXEMPTIONS

- y) Daily catch reporting by Sector Managers for Sector vessels that fish in the Closed Area I Hook Gear Haddock Special Access Program (preferred). The Sector will be exempt from the requirement for the Sector Manager to submit a daily catch report to NMFS for Sector Vessels that fish in the Closed Area I Hook Gear Haddock SAP, and instead proposes to mandate that Sector Members submit a VMS catch report to NMFS containing all required information. Mandating that this report come from the VMS ensures that the data is available to NMFS more quickly than if the Sector Manager submitted it. Sector Members must already submit VMS catch reports for operating in other Special Management Programs, and by operating in one or more Broad Stock Areas on the same trip. As

such, requiring similar reporting for the Closed Area I Hook Gear Haddock Special Access Program would maintain consistency with other similar fishing opportunities, which do not require the Sector Manager to report daily.

- z) Submission of a VMS catch report, with the VTR number from the first page of the VTR(s) used for that trip, prior to the start of the trip when fishing in only one Broad Stock Area (alternative to the preferred).

The Sector will be exempt from the requirement for Sector Members to submit a VMS catch report (including only the VTR serial number from the first page of the VTR(s) used for that trip) prior to the start of a trip when fishing in only one Broad Stock Area. This requirement is extremely redundant, given that this VTR number is already being provided to NMFS by the Sector Member on two separate occasions for that single trip - the Trip Start Hail and the Trip End Hail. Requiring a third report to be submitted, for the sole purpose of providing a single data point that is already provided twice that trip, is unnecessary and poses a needless burden to fishermen and to NMFS staff that must process these reports.

*Should Exemption O (All hail requirements) be granted, this exemption would be rendered moot and as such, the Sector would withdraw this exemption request.*

- aa) Submission of paper VTRs to NMFS (preferred).

The Sector will be exempt from the requirement to submit paper VTRs to NMFS, and instead will mandate the use of an electronic VTR system (such as the NMFS FLDRS system) to meet the VTR reporting requirements. The Sector notes that having to continue to rely on an antiquated paper-and-pen system of reporting introduces many opportunities for data transcription errors due to the need for NMFS staff to transcribe a paper VTR into a NMFS database. The Sector further contends that paper VTRs also result in an exceptionally large volume of paperwork, which directly leads to increased lag time for data entry – it is nearly impossible to monitor and manage a fishery in near-real time with such an enormous volume of paperwork to handle. These delays result in delayed analysis, which result in delayed response, which presents a situation where fishermen and managers are continuously lagging behind real-time conditions. This lag undermines the integrity of the reporting program and must be improved immediately. The Sector recognizes that a “pilot study” is currently under way, and urges the rapid and complete analysis of all available video monitoring data in order to expedite the conclusion of this study.

## SAFETY EXAMINATION INSPECTION EXEMPTIONS

- bb) Exemption from the requirement for pre-trip safety inspections prior to every monitored trip if the vessel is carrying a current US Coast Guard Safety Inspection Sticker (*preferred*).

The Sector will be exempt from the requirement for at-sea monitors and NEFOP observers to perform the full “safety check” each and every time the vessel is to take an at-sea monitor or NEFOP observer while carrying a current US Coast Guard Safety Inspection Sticker. Instead, the Sector will implement a “three month certification card” for all safety equipment identical to the one currently in use for EPIRBs. Due to delays in departure time and increased risk of equipment malfunction as a result of increased handling (especially with EPIRBs), the Sector notes that a “3 month certification card” would streamline the departure process and would reduce risk of equipment malfunction due to increased handling of safety gear (as a result of increased at-sea monitoring and NEFOP observer coverage between FY 2009 and FY2010) – the latter, which has been documented by both the Sector and OLE in multiple instances in FY 2010. Additionally, the Sector contends that if such a “card” is appropriate for the liferaft, there’s no reason why it shouldn’t be appropriate for all other safety gear. Finally, the Sector acknowledges that it is someone hypocritical that a current US Coast Guard Safety Decal is valid for a US Coast Guard boarding but not necessarily considered validation for safety equipment for at-sea monitoring and NEFOP observing. The Sector would also like to formally request that any at-sea monitor or NEFOP observer be required to carry with them all the necessary safety gear to ensure their safety at sea. Relying on a vessel’s safety gear is an unnecessary burden on both fishermen and the at-sea monitoring and NEFOP observing programs, and results in lost revenues for trips that are grounded due to a failed safety check. If the operator of the vessel is assuming responsibility for the crew, the at-sea monitors and NEFOP observers should be assuming responsibility for themselves and ensure that they are completely “self sufficient” to maximize safety and minimize social and economic burdens.

## ENFORCEMENT EXEMPTIONS

- cc) Exemption from the prohibition on OLE informing the Sector Manager of any enforcement actions or concerns within 24 hours of an action being taken or a concern identified (*preferred*).

The Sector will be exempt from regulations or policies that prevent the Sector Manager from being notified if OLE has reason for concern regarding a Sector Member, trip, or action. Preventing the Sector Manager from having access to this information undermines the ability of the Sector Manager to manage the Sector and greatly increases the risk of Sector Members and/or the Manager to be found jointly and severably liable for violations. Sectors are partly intended to utilize social

cooperation and local enforcement as a “first line of defense” against violations, which is laid out in the Enforcement section of this document; if implemented successfully, the enforcement burden on OLE should be relieved. Furthermore, by signing the Operations Plan and Contract, Sector Members agree to the terms of the Disclosure Agreement (Section 2.08) which authorizes the Sector Manager to access the information necessary to properly manage the Sector, including enforcement data.

- cc1) Exemption from the requirement to power a VMS while at the dock. See Proposed Rule for justification.

#### AREA EXEMPTIONS

- dd) Exemption from the prohibition on access to GOM Rolling Closure Areas in May and June. See Proposed Rule for justification.

Upon approval, each Sector Vessel will be issued an LOA specifying exemptions granted. Vessels must comply with all applicable Federal Regulations and laws not specifically exempted in the LOA.

#### Section 5.11.        **SAPs and Other Special Management Programs.**

Sector members may participate in SAPs or any other pilot/EFP/LOA program, or special management programs as authorized by NMFS as long as the Sector has available ACE.

### **Article VI. CATCH MONITORING AND VERIFICATION; CERTAIN OTHER MEMBERSHIP REQUIREMENTS.**

#### **Section 6.01.        Sector Hails/Reporting.**

Each Participating Vessel must notify the Manager, his designated representative, and/or an approved Monitoring Vendor via email, other electronic means, or other means if necessary prior to departing from port on a commercial fishing trip when commercial fishing with gear capable of harvesting regulated groundfish. Such notification shall include vessel name, permit number, sector name, and any other information as determined by the Manager. Notifications will be immediately relayed to OLE upon receipt by the Manager and/or Monitoring Vendor. In accordance with and defined by Amendment 16, all Sector vessels will also be required to make a declaration to NMFS via VMS prior to departing port identifying whether they intend to fish in one broad reporting area or multiple reporting areas. Vessels that fish in multiple areas will be required to provide additional daily reports to NMFS as required by Amendment 16. Each Participating Vessel must notify the

Manager, his designated representative, and/or an approved Monitoring Vendor via email, other electronic means, or other means if necessary in accordance with Section 5.08 hereof with species-specific landings, and any other information as requested by NMFS.

Section 6.02.        **Participating Vessel Catch Reports.**

To enable each Member and the Sector to monitor the Members' compliance with this Agreement, each Member agrees to report each of its Participating Vessels' entire catch on a landing-by-landing basis, by providing the Manager with a copy of the official Vessel Trip Report, Electronic Vessel Trip Report ("EVTR"), or other reporting document authorized by NMFS within 24 hours of offloading retained catch or prior to departing on a subsequent trip, whichever occurs first, in the form and manner prescribed by the Manager. The Members agree that these records shall be maintained by the Manager. The Manager shall, upon the request of any Member or NMFS, provide such Member or NMFS with the Sector's aggregate catch information that is generated from such records.

Section 6.03.        **Dealer Reporting.**

Each Member agrees to (i) sell the catch of its Participating Vessels only to a dealer licensed under the Plan by NMFS and (ii) cause any such dealer to provide the Manager with a copy of the official dealer weigh out slip, access to an electronic copy of these data on a weekly basis, and a paper copy of the pack-out slip within 24 hours of offloading retained catch. Each Member further acknowledges and agrees that (a) it is responsible for ensuring timely dealer reporting in accordance with the provisions of this Section 6.03 and (b) failure of the dealer to timely deliver the reports for a Member's Participating Vessel in accordance with this Section 6.03 shall be deemed a breach of this Agreement by such Member. It is the responsibility of the Member to ensure that a dealer is licensed and Member shall provide evidence of such licensure to Manager upon request.

Section 6.04.        **Catch Verification.**

The Manager shall, and each Member shall ensure that the Manager does compare, verify and validate each Participating Vessel's catch records with the dealer reports for such Participating Vessel on a continuing and frequent basis. If the Manager identifies a discrepancy between these or any other available catch verification data, he shall immediately notify the affected Member and seek to resolve the discrepancy. If the Manager is unable to satisfactorily reconcile the catch records, he shall notify the Committee of the discrepancy for its consideration and resolution. Each Member further agrees to cooperate fully with any requests for information or data that are made by the Manager or the Committee in an effort to resolve such discrepancy in a timely manner.

Section 6.05.      **Monitoring Vendors.**

The following Monitoring Vendors are candidates for administering the Sector's Dockside Program:

**A.I.S., Inc.**

89 North Water Street  
New Bedford, MA 02747  
Phone: (508) 990-9057  
Primary Contact: Jo Michaud, [jo@aisobservers.com](mailto:jo@aisobservers.com)  
Secondary Contact: Luke Szymanski, [lukes@aisobservers.com](mailto:lukes@aisobservers.com)

**Atlantic Catch Data Ltd.**

99 Wyse Road, Suite 815  
Dartmouth, Nova Scotia  
CANADA B3A 4S5  
Phone: (902) 422-4745  
Primary Contact: Greg Connor, [gconnor@atlanticcatchdata.ca](mailto:gconnor@atlanticcatchdata.ca)

**East West Technical Services**

34 Batterson Drive  
New Britain, CT 06053  
Phone: (860) 223-5165  
Primary Contact: Jerry Cygler, [jerry@ewts.com](mailto:jerry@ewts.com)  
Secondary Contact: Karl Cygler, [karl@ewts.com](mailto:karl@ewts.com)

**MRAG Americas**

65 Eastern Ave.  
Unit B2C  
Essex, MA 01929  
Phone: (978) 768-3880  
Primary Contact: Jennie Harrington, [jennie.harrington@mrغامericas.com](mailto:jennie.harrington@mrغامericas.com)  
Secondary Contact: Bob Trumble, [Bob.trumble@mrغامericas.com](mailto:Bob.trumble@mrغامericas.com)

**Saltwater Inc.**

733 N. Street  
Anchorage, AK 99501  
Phone: (907) 276-3241  
Primary Contact: Tim Carroll, [tim@saltwaterinc.com](mailto:tim@saltwaterinc.com)  
Secondary Contact: Bruce Lambert, [bruce@saltwaterinc.com](mailto:bruce@saltwaterinc.com)

The Sector will contract a provider(s) from the above-list that has been approved by NMFS provide dockside monitoring services prior to May 1, 2011 and notify NMFS of its selection. Any providers that are approved by NMFS but not contained in the above-list will be considered as well. NMFS shall notify the Manager which of these Monitoring Vendors have been certified. Specific vendor(s) selection will be approved by the Manager through consultation with

Members, and based on internal criteria yet to be determined. If a Monitoring Vendor loses certification in the course of the fishing year, NMFS will immediately alert the Manager; the Sector will subsequently establish a contract with another approved vendor from the vendor list and notify NMFS of this decision. Standards for Monitoring Vendors can be found in Exhibit E.

Section 6.06.      **Dockside Monitoring Program.**

The Sector will implement through its Vendor a reliable Dockside Monitoring Program (“DMP”) in accordance with the procedures described in Exhibit F and the regulations at 50 CFR 648.87(b)(2)(xi). Dockside monitoring (DSM) will be deployed by the sector in accordance to the DSM operational standards found at 50 CFR 648.87(b)(5). The sector will work with the DSM provider to achieve the coverage level specified in the regulations at 50 CFR 648.87(b)(1)(v)(B)(3)(i) using a methodology approved by NMFS and implemented by the monitoring vendor and the Sector Manager. The Manager will maintain the database if all catch data, including but not limited to VTR, dealer, monitor, and observer data.

Section 6.07.      **At-Sea Monitoring Program.**

The Sector will implement, through the expanded Northeast Fisheries Observer Program (“NEFOP”), an adequate at-sea monitoring program that meets, at minimum, the standards as described in the *NMFS Letter to Sector Managers and Representatives* dated August 20, 2009. Any additional observer coverage beyond the NMFS-funded level (currently 30 percent, see NMFS, Letter to Sector managers and Representatives (August 20, 2009)) will be provided pursuant to an independent contract between the Sector and a NMFS-approved provider, to be developed prior to or during the course of the FY. This additional at-sea monitoring coverage will have vessel and trip selection coordinated through NMFS, will be conducted in the same manner with the same protocols as the NMFS-funded at-sea monitoring program with approved at sea monitors. Also, this additional coverage will not be allowed to replace or interfere with either the coverage of NEFOP or the NMFS-funded at-sea monitoring program. The Sector will rely upon the at-sea monitoring program to document fishing activity, including discards. The Manager will maintain a database if all catch data, including but not limited to VTR, dealer, monitor, and observer data.

The Sector Manager (or his designated representative) will derive stock-specific discards for each trip. If the trip is observed by either an ASM or NEFOP observer, discards will be derived based on data collected during that trip and will account for all hauls (observed and unobserved) on that trip. If the trip is not observed, discards will be derived using the NMFS-provided discard rate resulting from the NMFS peer-reviewed and approved method to calculate ‘in-season’ discard rates.

Section 6.08.      **Fixed Gear Sector Monitoring Program.**



In addition to the foregoing catch verification protocols, there may be established an Internal Sector Monitoring Program whereby data collection personnel and/or video monitoring equipment may be deployed onboard Participating Vessels to monitor such vessels' catch and/or to collect data relevant to evaluating the performance of the Sector as determined by the Manager. The Manager shall publish guidance describing Program requirements in advance of the fishing year, and may revise it as necessary throughout the year. Thereafter, the Manager shall have sole discretion to deploy data collectors or video monitoring equipment onboard a Participating Vessel. Each Member agrees to participate in the design and implementation of the Internal Sector Monitoring Program. Each Member further agrees to make every reasonable effort to ensure that data collectors and/or video monitoring equipment are able to perform their monitoring duties. Members agree to address any issues and/or concerns directly to the Manager in a timely and responsible manner. Any refusal to participate in the Internal Sector Monitoring Program and/or unreasonable interference with onboard data collectors will be referred to the Infractions Committee for investigation and appropriate enforcement action.

In accordance with the Magnuson-Stevens Act (16 U.S.C. 1801 et seq.), and 50 CFR 600.745, the Sector is requesting exemptions from the following regulations for sampling purposes only: Minimum fish size restrictions; fish possession limits; species quota closures; prohibited fish species, not including species protected under the Endangered Species Act; and gear-specific fish possession restrictions. All fish that do not comply with applicable fishing regulations must be discarded as soon as practicable following data collection, and shall not enter port or be landed. Of importance to this section, primary data to be collected includes but is not limited to length and weight of regulated groundfish stocks for the purpose of conducting such analyses as discards, discard rates, length-weight regressions, and other similar analyses.

## **Article VII. ENFORCEMENT.**

### Section 7.01.      **Agreement Enforcement.**

Each Member agrees that the Sector, by or through its representatives, and/or any other Member may enforce this Agreement on behalf of the Sector and/or its Members. Each Member agrees to take all actions and to execute all documents necessary or convenient to give effect to the enforcement procedures contemplated by this Agreement, the Harvesting Rules, and any Schedule of Penalties.

### Section 7.02.      **Liability.**

Members acknowledge and agree that the Sector itself is a legal entity – 501(c)(5) corporation - and therefore may be held liable for violations of the law, applicable regulations, and this Agreement committed by its members.

Each Member participating in the Sector must comply with all applicable requirements and conditions of this Agreement and their LOA(s). It shall be unlawful and subject to enforcement by NMFS for the Sector or any Members to violate any such conditions and requirements unless they are identified as exclusive to the administration of the Sector. Those conditions and requirements that are considered to be exclusive to the administration of the Sector which are contained in the following sections:

- 1.03 – Organization and Authority
- 2.01 – Voluntary Membership
- 2.02 – Scope of Membership Obligations
- 2.03 – Length of Commitment
- 2.04 – New Members
- 2.05 – Permit Transfers
- 2.06 – Right of First Refusal
- 2.07 – Membership Dues
- 2.08 – Disclosure Agreement
- 3.01 – Sector Manager
- 3.02 – Manager Authority
- 3.03 – Infractions Committee
- 3.04 – Procedures for Investigations
- 4.01 – Sector Allocation
- 4.02 – Annual Distribution
- 4.03 – Reserve
- 4.04 – Release of Reserve
- 4.05 – ACE Transfer
- 5.04 – Operators
- 5.07 – Observed Offloading
- 5.09 – Redirection of Effort
- 6.02 – Participating Vessel Catch Reports
- 6.03 – Dealer Reporting
- 6.04 – Catch Verification
- 6.08 – Fixed Gear Sector Monitoring Program
- Article VII in its entirety (Enforcement)
- Article VIII in its entirety (Expulsion of Members)
- Article IX in its entirety (Term/Termination)
- Article X in its entirety (Misc.)

Section 7.02.      **Restrictions on Fishing Activity.**

The Members acknowledge that a violation of this Agreement or applicable fishery regulations by one or more Members (or the Members' Permits, Participating Vessels or Participating Vessels' operators, if any) including misreporting, discarding of legal-sized fish, and ACE overages could subject the Sector and its Members to joint and several liability to NMFS for fishing violations. The Members further acknowledge and agree that monetary and/or allocation seizure penalties could be inadequate recourse under such

circumstances. Therefore, the Members acknowledge and agree that each of them will (and will cause their Permits, Participating Vessels and Participating Vessels' operators, if any, to) comply with a "stop fishing" order from the Sector, which shall be issued by the Board, the Manager or the Committee, and each of the Members further agrees that if any Member (or its Permits, its Participating Vessels or the Participating Vessels' operators) fails to comply with such order, the Sector shall have the authority to obtain an injunction, restraining order or other equivalent form of equitable relief to give effect to such "stop fishing" order.

**Section 7.03. Penalties for Violations.**

Any penalties that are imposed upon a Member by the Sector, Manager, or Committee pursuant to the terms of this Agreement shall be in addition to, and not in lieu of, any other potential state or federal penalty that may be imposed upon such Member.

**Section 7.04. Appeal from Infractions Committee Decision.**

If the Committee (i) has determined, pursuant to the procedures set forth in Section 3.04 hereof, that a Member has violated this Agreement or (ii) makes any other determination with respect to a Member under this Agreement (including, specifically, without limitation Section 4.07 hereof), such violating Member shall have five (5) business days following the date of the Committee's determination to request reconsideration of the enforcement or other action and/or propose an alternative form of penalty. Such request shall be made in writing and shall be addressed to the Board. The Board may, in its sole discretion, grant or deny any request for reconsideration and may, in its sole discretion, approve or disapprove any alternative form of penalty; provided, that the Board shall exercise all reasonable efforts to ensure that penalties and settlements are commensurate with the nature and extent of the violation, are designed to further the purposes of the Plan, Amendment 16, the Framework Adjustment and Amendment 13 and are uniform with those reached in similar circumstances.

**Section 7.05. Penalties and Attorneys' Fees.**

Penalties for any violations of this Agreement shall, to the extent addressed in the Schedule of Penalties, be limited to the amounts set forth on the Schedule of Penalties plus all costs, fees and expenses, including attorneys fees, incurred by the Sector or, in a case in which the Sector does not take enforcement action, by the Members bringing such action, in enforcing the provisions of this Agreement. To the extent the Schedule of Penalties addresses such matter, the Members and the Sector hereby waive any claims to actual, direct, or indirect damages, and instead agree that payment of the amounts set forth on the Schedule of Penalties and costs of enforcement shall be their sole remedy for breaches of this Agreement. In connection with any legal proceeding related to this Agreement, the non-prevailing party shall pay the prevailing party's reasonable costs and attorney's fees associated with the proceeding.

Section 7.06.        **Application of Penalties, Fines and Damages.**

All penalties, fines and/or other damages paid to the Sector shall, first, be applied to the cost of enforcement of such violations and, second, any remaining amounts shall be applied to the costs and expenses of the administration, management and preservation of the Sector. Any funds remaining after the application of the foregoing sentence shall be used to further research into efficient and responsible management of groundfish stocks for the benefit of the resource and those that harvest the resource. The Board shall have sole discretion to redistribute ACE seized for penalties.

Section 7.07.        **Dispute Procedures.**

Notwithstanding the provisions of Section 7.01 hereof, prior to instituting any litigation or other dispute resolution, the parties shall follow any applicable procedures set forth in this Agreement, including specifically Sections 3.04, 6.04 and 7.02, for the resolution of such dispute. Any appeals taken with respect to any dispute that arises in connection with this Agreement shall be taken in the federal district court in Boston, Massachusetts or, if said court(s) does not have jurisdiction, in such courts in the Commonwealth of Massachusetts that do have jurisdiction.

Section 7.08.        **Specific Performance.**

In furtherance and not limitation of Section 7.02 hereof, each of the Members and the Sector shall have the right to have any provision of this Agreement specifically enforced, through injunction, restraining order or other form of equitable relief.

Section 7.09.        **Indemnification.**

Each party that violates this Agreement (the “Indemnitor”) hereby severally agrees to indemnify, defend and hold harmless the other parties hereto (each, an “Indemnitee”) in respect of their respective Losses; provided, that such Losses result or arise from a third party claim or governmental proceeding brought against or involving the Indemnitee, which is based on or relates to such Indemnitor’s (or its Permits’, its Participating Vessels’ or such Participating Vessels operators’, if different from such Indemnitor) (i) violation of applicable laws, rules or federal fishery regulations or (ii) breach of any covenant, agreement or obligation contained in this Agreement, the Harvesting Rules or other Sector requirements as may be adopted under the terms of this Agreement or the Sector’s Bylaws. The indemnification obligations of the parties hereto shall be several and not joint and several. For the purposes of this Section 7.09, “Losses” shall mean any and all claims, liabilities, obligations, judgments, liens, injunctions, charges, orders, decrees, rulings, damages, dues, assessments, taxes, losses, fines, penalties, expenses, fees, costs, amounts paid in settlement (including reasonable attorneys’ and witness fees and disbursements in connection with investigating, defending or settling

any action or threatened action) arising out of any claim, complaint, demand, cause of action, action, suit or other proceeding asserted or initiated or otherwise existing. The obligations under this Section 7.09 shall survive the termination of this Agreement and the expulsion of any Member pursuant to Article VII.

### **Article VIII. EXPULSION OF MEMBERS.**

#### **Section 8.01. Cause.**

The Members agree that any Member, its Permits and/or its Participating Vessels may be expelled from the Sector if (i) the actions of such Member and/or its Participating Vessels (or the Participating Vessels' operators) seriously undermine and threaten the existence of the Sector, (ii) the actions of such Member and/or its Participating Vessels (or the Participating Vessels' operators) have exposed other Members of the Sector to monetary penalties and/or legal actions, (iii) such Member has been convicted of a serious crime, or (iv) such Member has not paid its membership dues and/or poundage fees as required by Section 2.07.

#### **Section 8.02. Procedure.**

Any Member, the Committee or the Manager may submit to the Board a request to have a Member, its Permits and/or its Participating Vessels expelled from the Sector (the "Expulsion Request"). Such Expulsion Request shall be in writing and shall include an explanation of the basis for expulsion. The Board shall vote on such Expulsion Request within fourteen (14) days of receipt of such Expulsion Request. The affirmative vote of three-fourths (75%) of the members of the Board shall be required in order to expel a Member, its Permits and/or its Participating Vessels. Expulsion shall be effective immediately upon the receipt of the requisite vote by the Board. As required by 50 CFR Part 648.87 or any substitute or successor provision, a Member, its Permits and/or its Participating Vessels expelled during any fishing year may not fish outside of the Sector under a groundfish DAS program, participate in another groundfish sector, or lease or transfer any DAS or ACE assigned to that Member's Permits or Participating Vessels during the remainder of such fishing year. Upon expulsion of any Member, its Permits and/or its Participating Vessels, the Manager shall immediately notify NMFS via certified mail and email that the Member's Permits and/or Participating Vessels are no longer included in the Sector.

### **Article IX. TERM/TERMINATION.**

This Agreement takes effect upon the approval hereof by the Regional Administrator in accordance with 50 CFR Part 648.87 and terminates on the last day of the 2011 FY (which occurs on April 30, 2012) (the "Term"). The

Term of this Agreement may be extended by the written consent of the Members. Such written consent to extend the Term of this Agreement shall be given twenty (20) calendar days in advance of the date by which the Sector's Operations Plan and Agreement for the upcoming fishing year must be submitted to NMFS. Notwithstanding the foregoing, if NMFS shall not approve the Sector's Operations Plan and Agreement, as the same may be amended, for any fishing year during the Term or any extension thereof, then this Agreement shall terminate on the last day of the last fishing year for which the Sector's Operations Plan and Agreement shall have received approval from NMFS.

## **Article X. MISCELLANEOUS.**

### **Section 10.01. Entire Agreement.**

This Agreement, including the Exhibits hereto, the Schedule of Penalties and any other documents incorporated by reference herein, constitutes the entire agreement among the parties and supersedes any prior understandings, agreements, or representations by or among the parties, written or oral, to the extent they related in any way to the subject matter hereof.

### **Section 10.02. Succession and Assignment.**

This Agreement and all of the provisions hereof shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns, but neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned by any party, including by operation of law, without the prior written consent of the Manager, such consent not to be unreasonably withheld or delayed, nor is this Agreement intended to confer upon any person except the parties hereto any rights, interests, benefits, obligations or remedies hereunder. Any assignment in contravention of this Agreement shall be null and void.

### **Section 10.03. Counterparts.**

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

### **Section 10.04. Notices.**

All notices, requests, demands, consents, claims and other communications hereunder shall be deemed duly given (i) one business day following the date sent when sent by overnight delivery, (ii) five business days following the date mailed when mailed by registered or certified mail return receipt requested and postage prepaid, and (iii) upon delivery confirmation when sent by facsimile, at the contact information provided by each such Member to, and maintained by, the Manager.

### **Section 10.05. Governing Law.**

This Agreement shall be governed by and construed in accordance with federal fisheries laws and, to the extent that federal fisheries laws do not apply, with the domestic laws of the Commonwealth of Massachusetts without giving effect to any choice of law provision or rules (whether of Massachusetts or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the Commonwealth of Massachusetts.

Section 10.06.     **Change in Law.**

If and to the extent that any laws or regulations that govern any aspect of this Agreement shall change, so as to make any aspect to this Agreement unenforceable, then the parties agree to make such modifications to this Agreement as may be reasonably necessary for this Agreement to accommodate any such legal or regulatory changes, without materially changing the overall benefits or consideration expected hereunder by the parties.

Section 10.07.     **Consent to Jurisdiction and Venue.**

Subject to and without limiting the dispute resolution procedures set forth in Article VI, each of the Members consent to the exclusive jurisdiction and venue of the federal district court in Boston, Massachusetts or, if said court does not have jurisdiction, in such courts in the Commonwealth of Massachusetts that do have jurisdiction, for adjudication of any suit, claim, action or other proceeding at law or in equity relating to this Agreement. Each of the Members accepts, generally and unconditionally, the exclusive jurisdiction and venue of the aforesaid courts and waives any objection as to venue, and any defense of *forum non conveniens*.

Section 10.08.     **Amendments and Waivers.**

No amendment of any provision of this Agreement shall be valid unless the same shall be in writing and signed by each of the Members.

Section 10.09.     **Severability.**

Any term or provision of this Agreement that is held invalid or unenforceable in any situation shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation.

Section 10.10.     **Expenses.**

Except as otherwise provided herein, each of the members shall bear its own costs and expenses (including legal and accounting fees and expenses) incurred in connection with this Agreement.

Section 10.11.     **Incorporation of Exhibits and Other Documents.**

The Exhibits and Schedule of Penalties identified in this Agreement are incorporated herein by reference and made a part hereof.

*See Attached Signature Pages*





**EXHIBIT A**

<b>GB Cod Fixed Gear Sector Penalty Schedule</b>			
<b>Violation</b>	<b>FIRST</b>	<b>SECOND</b>	<b>THIRD</b>
<b>VIOLATIONS REGARDING PERMITS, REPORTING, DOCUMENTATION, VESSEL OPERATIONS AND EXEMPTIONS</b>			
All Violations including but not limited to: providing false statements or supporting documentation on applications or reports to the Sector; late or non-reporting; failure to comply with a permit condition/ restriction/ letter of authorization or exemption issued by the Sector; failure to notify Manager of intent to quit Sector by September 1 of the next fishing year; providing false statements; failure to participate in the Sector Catch Monitoring Program; unreasonably interfering with onboard data collectors; or failing to comply with VMS/DAS requirements (technical and minor violations may result in a letter of warning).	Up to \$5,000 and/or seizure of up to 10% of a Member's ACE (and/or stop fishing order)	\$5,000-\$15,000 and/or seizure of up to 30% of a Member's ACE (and/or stop fishing order)	\$20,000 or more, and/or seizure of up to 40% of a Member's ACE (and/or stop fishing order)
<b>VIOLATIONS REGARDING TIME AND AREA RESTRICTIONS</b>			
All violations including, but not limited to: exemption areas, closed fisheries, closed seasons, restricted gear/management areas and Days at Sea or ACE violations.	Up to \$50,000 and/or seizure of up to 50% of a Member's ACE (stop fishing order for 30 days)	\$50,000-\$100,000 and/or seizure of up to 100% of a Member's ACE (unable to fish for the remainder of the fishing year)	Expulsion
<b>VIOLATIONS THAT PLACE THE SECTOR AGREEMENT AT RISK</b>			
All violations including but not limited to a violation of a stop order, fishing in a closed area, transfer of fish from a non-sector vessel to a sector vessel, transferring fish to a non-Sector vessel (including a non-Sector vessel owned or operated by a Permit	Up to \$50,000 and/or seizure of up to 10% of a Member's ACE (loss of	Expulsion	

holder), subverting the reporting requirements (misappropriating landings) or any other action which could cause the Authorized Georges Bank Cod Fixed Gear Sector Allocation to be in violation of its agreement.	fishing rights for 365 days)		
<b>VIOLATIONS REGARDING MEMBERSHIP COMMITMENT</b>			
Violation of 50 CFR 648.48 or failing to remain in the Sector for the Commitment Period (i.e., breach of Section 2.03 of the Agreement).	\$10,000 and/or seizure of up to 20% of a Member's ACE	N/A	N/A

**EXHIBIT B**

GB Cod Fixed Gear Sector Roster  
(current, as of March 22, 2011)

*See Attached Roster, Submitted March 22, 2011*

**EXHIBIT C**

HARVESTING RULES  
Fishing Year 2011  
GB Cod Fixed Gear Sector

The Members and the Participating Vessels of the Sector agree to be legally bound to follow the Harvesting Rules for the 2011 Fishing Year as described herein, notwithstanding those rules and regulations applicable to Common Pool groundfish vessels.

**QUOTA MANAGEMENT**

**1. Annual Catch Entitlement (ACE):**

The Members agree that they would not collectively harvest more ACE than allocated to the Sector, and once the ACE is reached for any stock, no Member would fish commercially with any fishing gear capable of harvesting regulated groundfish species in the area for which there is no ACE. ACE transfer would be allowed within and between sectors, to the extent authorized by Amendment 16. Carryover of up to 10 percent of any sector’s initial ACE would be allowed for the purposes of accounting for inadvertent overages. Once an ACE in a particular stock area is reached, no member would fish commercially with any fishing gear capable of catching species managed under the Plan in that stock area until additional ACE can be acquired:

*To Be Determined upon final Roster Approval*

<b>STOCK</b>	<b>APPROX. ACE (%)</b>
Cod (GOM)	
Cod (GB) - Eastern U.S./Canada	
Cod (GB) – Western U.S./Canada	
Haddock (GOM)	
Haddock (GB) – Eastern U.S./Canada	
Haddock (GB) – Western U.S./Canada	
Yellowtail Flounder (GB)	
Yellowtail Flounder ( SNE/Mid-Atlantic)	
Yellowtail Flounder (Cape Cod/GOM)	
Plaice	
Witch Flounder	
Winter Flounder (GB)	
Winter Flounder (GOM)	
Redfish	
White Hake	
Pollock	
Winter Flounder (SNE)	*n/a
Windowpane Flounder (North)	*n/a

Windowpane Flounder (South)	*n/a
Ocean Pout	*n/a
Halibut	*n/a
Atlantic Wolffish	*n/a

*Note: Percentages are approximate, and will be finalized upon the approval of a final Sector roster and the final FY 2011 ACEs.*

\*n/a means allocations of these stocks will not be made, however trip limits may remain in place.

## **2. Target Quotas:**

The Manager may impose weekly or trip target quotas to slow down harvest rates. If such target quotas are imposed, Sector Members agree to adjust their fishing operations to avoid exceeding these quotas.

## **3. Full Retention of Legal-Sized Species for Which the Sector Has an ACE:**

All legal size fish harvested during any commercial fishing operation and for which the Sector has an ACE must be retained and counted against the Sector's ACE, except for regulated groundfish allocated by Amendment 16 harvested in fisheries that account for this catch with a fishery-wide sub-Annual Catch Limit.

## **4. Trip Limits for Non-ACE Stocks:**

Sector Members would be subject to all possession and trip limits for those stocks for which the Sector is not allocated ACE.

## **ADMINISTRATIVE**

### **5. Days-At-Sea ("DAS"):**

Each participating Permit and Participating Vessel would be allocated DAS by the Regional Administrator, as set forth on Exhibit C to the Agreement. This DAS allocation would be considered the Sector's DAS allocation to individual Members. Members may be required to use an "A," "B Regular," or "B Reserve," DAS when conducting fishing operations.

### **6. DAS Pooling:**

Participating Vessels and/or Permits may redistribute or pool DAS to other Participating Vessels and/or Permits, provided that the Manager has given his prior written consent to such redistribution or pooling. A Participating Vessel and/or Permit may not transfer or lease DAS to or from any non-Sector vessel and/or permit during the fishing year in which the Participating Vessel and/or Permit is enrolled in the Sector, unless such leasing or transferring is authorized by an amendment to the Plan or by the Regional Administrator.

## **GEAR RESTRICTIONS**

### **7. Gear Restrictions:**

Unless otherwise permitted under this Agreement (see Section 5.11, Exceptions), no Participating Vessel may fish for regulated groundfish species with any gear other than jigs, demersal longline, handgear, or sink gillnets. All Participating Vessels are subject to the same gear restrictions on marking, tagging, and mesh size applicable to common pool vessels using the same type of gear. In addition, when fishing with hooks all hooks must be 12/0 circle hooks. A “circle hook” is defined as a hook with the point turned back towards the shank and the barbed end of the hook is displaced (offset) relative to the parallel plane of the eyed-end, or shank of the hook when laid on its side.

## **EXHIBIT D**

### Vessel Permit Data

All permits, groundfish or otherwise, owned by Sector members, are included in the following list. No member currently has any other permits on another vessel (Federal or State) operating.

<b>Sector Roster</b>	
Lease Vessels	56
Non-Lease Vessels	40
<b>Targeted Commercial Fisheries*</b>	
Groundfish	36
Monkfish & Skate	16
Lobster (Trap)	4
<b>Primary Gear Type** (Groundfish, Monkfish, Skate)</b>	
Sink Gillnet	19 (45%)
Demersal Longline	6 (14%)
Jig/handline	15 (41%)

\*Includes Vessels participating in **both** the groundfish and monkfish/skate fisheries.



## **Exhibit E**

### Monitoring Plan Requirements for Sector Operations Plans

Assuming Amendment 16 is approved, in its yearly operations plan, each sector must demonstrate that its sector monitoring program adheres to the sector monitoring and reporting requirements outlined in Amendment 16 to the Northeast Multispecies Fishery Management Plan, including the use of an approved service provider for dockside monitoring services, and standards issued by NOAA's National Marine Fisheries Service (NMFS) before the operations plan can be approved by NMFS.

#### **Dockside**

Sectors are required to develop and implement an independent third-party dockside monitoring system, beginning in fishing year (FY) 2010, for monitoring and validation of landings as an input to monitoring the utilization of annual catch entitlements (ACE). The details of the dockside monitoring system must be provided in the sector's operations plan and be satisfactory to NMFS. Standards for dockside monitoring programs are attached.

The dockside monitoring plan information in the operations plan must include:

1. A list of specific ports where members will land fish; specific exceptions should be noted (e.g., safety, weather) and allowed, provided there is reasonable notification of a deviation from the listed ports.
2. Who (either the dockside monitoring provider or sector manager) will maintain the database of vessel trip reports (VTR), dealer, observer, and monitoring reports.
3. How the sector plans to implement the dockside monitoring standards (attached) issued by NMFS. Specifically, the operations plan must specify:
  - a. Method of transmission of hails;
  - b. Timing of trip end hails for trips less than 6 hours in length, or occurring within 6 hours of port; and
  - c. A plan to select an approved provider.

## **Monitoring Provider Approval**

NMFS will approve service providers for the dockside program as eligible to provide sector monitoring services based upon criteria specified in Amendment 16 and standards issued by NMFS, and can revoke any approval of service providers and/or individual monitors if such criteria are no longer being met.

NMFS shall approve or disapprove a service provider detailed in sector operations plans based upon the completeness of the application and a determination of the applicant's ability to perform the duties and responsibilities of a sector monitoring service provider, as further defined in Amendment 16.

**As part of that application, potential service providers must provide the following information to any interested sector to include in its sector operations plan:**

1. Identification of corporate structure, including the names and duties of controlling interests in the company such as owners, board members, authorized agents, and staff; and articles of incorporation, or a partnership agreement, as appropriate.
2. Contact information for official correspondence and communications.
3. A statement, signed under penalty of perjury, from each owner, board member, and officer that they are free from a conflict of interest with fishing-related parties including, but not limited to, vessels, dealers, shipping companies, sectors, sector managers, advocacy groups, or research institutions and will not accept, directly or indirectly, any gratuity, gift, favor, entertainment, loan, or anything of monetary value from such parties.
4. A statement, signed under penalty of perjury, from each owner, board member, and officer describing any criminal convictions, Federal contracts they have had, and the performance rating they received on the contract, and any previous decertification actions while working as an observer or observer service provider, or dockside monitor.
5. A description of any prior experience the applicant may have in placing individuals in remote field and/or marine work environments. This includes, but is not limited to, recruiting, hiring, deployment, and personnel administration.

6. A description of the applicant's ability to carry out the responsibilities and duties of a sector monitoring/reporting service provider and the arrangements to be used, including whether the service provider is able to offer dockside or at-sea monitoring services, or both.
7. The geographic area in which the provider is able to provide its services.
8. Evidence of adequate insurance to cover injury, liability, and accidental death for dockside, roving, and at-sea monitors (including during training). Workers' Compensation and Maritime Employer's Liability insurance must be provided to cover the dockside, roving, and at-sea monitors; vessel owner; and service provider. Service providers shall provide copies of the insurance policies to dockside, roving, and at-sea monitors to display to the vessel owner, operator, or vessel manager, when requested.
9. Details of the benefits and personnel services in accordance with the terms of each monitor's contract or employment status.
10. Proof that the service provider's dockside, roving, and at-sea monitors have passed an adequate training course that is consistent with the curriculum used in the current Northeast Fisheries Observer Program (NEFOP) training course, unless otherwise specified by NMFS.
11. An Emergency Action Plan (EAP) describing the provider's response to an emergency with a dockside, roving, and at-sea monitors, including, but not limited to, personal injury, death, harassment, or intimidation.
12. Evidence that the company is in good financial standing.

**Monitoring service providers must be able to document compliance with the following criteria and requirements, but do not need to provide such documentation to any sector to include in its operations plan:**

1. A service provider must have a comprehensive plan to deploy NMFS-approved dockside, roving, and/or at-sea monitors, or other at-sea monitoring mechanism, such as electronic monitoring equipment that is approved by NMFS, according to a prescribed coverage level (or level of precision for catch estimation), as specified by NMFS, including all of the necessary vessel reporting/notice requirements to facilitate such deployment, including the following requirements:

- a. Be available to industry 24 hours per day, 7 days per week, with a sufficient telephone system monitored to ensure rapid response to industry requests.
  - b. Be able to deploy dockside, roving, and/or at-sea monitors, or other approved at-sea monitoring mechanism to all ports in which service is required by this section, or a subset of ports as part of a contract with a particular sector.
  - c. Report dockside, roving, and at-sea monitors and other approved at-sea monitoring mechanism deployments to NMFS and the sector manager in a timely manner to determine whether the predetermined coverage levels are being achieved for the appropriate sector.
  - d. Assign dockside, roving, and at-sea monitors and other approved at-sea monitoring mechanisms without regard to any preference by the sector manager or representatives of vessels other than when the service is needed and the availability of approved monitors and other at-sea monitoring mechanisms.
  - e. Assignments for dockside, roving, and at-sea monitor must be representative of fishing activities within each sector and must be able to monitor fishing activity throughout the fishing year utilizing information provided by the sector managers.
  - f. For service providers offering catch estimation or at-sea monitoring services, a service provider must be able to determine an estimate of discards for each trip, compare the estimated discard weights to discard weights reported on VTRs to utilize the most accurate source of discard data, and provide such information to the sector manager and NMFS, as appropriate and required.
2. The service provider must ensure that dockside, roving, and at-sea monitors remain available to NMFS, including NMFS Office for Law Enforcement, for debriefing for at least 2 weeks following any monitored trip/offload.
  3. The service provider must report possible dockside, roving, and at-sea monitor harassment; discrimination; concerns about vessel safety or marine casualty; injury; and any information, allegations, or reports regarding dockside, roving, or at-sea monitor conflict of interest or breach of the standards of behavior to NMFS and/or the sector manager, as specified by NMFS.
  4. Service providers must submit to NMFS, if requested, a copy of each signed and valid contract (including all attachments, appendices, addendums, and exhibits incorporated into the contract) between the service provider and those entities requiring services (i.e., sectors and participating vessels) and between the service provider and specific dockside, roving, or at-sea monitors.

5. Service providers must submit to NMFS, if requested, copies of any information developed and used by the service providers distributed to vessels, such as informational pamphlets, payment notification, description of duties, etc.
6. A service provider may refuse to deploy a dockside, roving, or at-sea monitor or other approved at-sea monitoring mechanism on or to a requesting fishing vessel for any reason including, but not limited to, the following:
  - a. If the service provider does not have an available dockside/roving monitor prior to a vessel's intended date/time of landing, or if the service provider does not have an available at-sea monitor or other at-sea monitoring mechanism approved by NMFS within the advanced notice requirements.
  - b. If the service provider is not given adequate notice of vessel departure or landing from the sector manager or participating vessels, as specified by the service provider.
  - c. If the service provider has determined that the requesting vessel is inadequate or unsafe pursuant to the reasons described at 50 CFR 600.746.
  - d. For any other reason, including failure to pay for previous deployments of dockside, roving, or at-sea monitors other approved at-sea monitoring mechanism.
7. A service provider must not have a direct or indirect interest in a fishery managed under Federal regulations, including, but not limited to, fishing vessels, dealers, shipping companies, sectors, sector managers, advocacy groups, or research institutions and may not solicit or accept, directly or indirectly, any gratuity, gift, favor, entertainment, loan, or anything of monetary value from anyone who conducts fishing or fishing-related activities that are regulated by NMFS, or who has interests that may be substantially affected by the performance or nonperformance of the official duties of service providers. This does not apply to corporations providing reporting, dockside, and/or at-sea monitoring services to participants of another fishery managed under Federal regulations.
8. A system to record, retain, and distribute the following information for a period specified by NMFS:
  - a. Dockside, roving, and/or at-sea monitor and other approved monitoring equipment deployment levels, including the number of refusals and reasons for such refusals.
  - b. Incident/non-compliance reports (e.g., failure to offload catch).

- c. Hail reports, landings records, and other associated communications with vessels.
9. A means to protect the confidentiality and privacy of data submitted by vessels, as required by the Magnuson-Stevens Act.
  10. A service provider must be able to supply dockside and at-sea monitors with sufficient safety and data-gathering equipment, as specified by NMFS.

## **EXHIBIT F**

### **Dockside Monitoring Program Standards**

PURPOSE STATEMENT: *NOAA's National Marine Fisheries Service's (NMFS) has developed these standards for dockside monitoring (DSM) programs (a modified version of what was originally developed collaboratively by the Sector Monitoring Working Group). In June 2009 the New England Fishery Management Council approved 50 percent random DSM in 2010, and 20 percent random DSM in following years, for sectors as a requirement in Amendment 16 to the Northeast (NE) Multispecies Fishery Management Plan. It will be the responsibility of individual sectors to adopt a DSM program that is consistent with these standards. NMFS revised this document in August 2009 to reflect regulatory expectations and requirements, as well as lessons learned from the Dockside Monitoring Pilot Study Final Report 2009 authored by AIS, Inc., and funded by Environmental Defense.*

#### **1) HAIL**

- i) Transmission of all vessel hails must be either as an email via Vessel Monitoring System (VMS) or some other electronic method, as determined by the sector. In all instances hail notification must be immediately provided by either the sector manager (SM) or DSM vendor to NOAA Fisheries Office for Law Enforcement (OLE); the mechanism for hail notification must be detailed in the sector's operations plan.
- ii) Prior to leaving port on a sector trip for which catch will count against sector annual catch entitlements (ACE), each sector vessel must hail trip start, meaning notify the SM and DSM vendor that the vessel is departing on a sector trip. The trip start hail must include vessel permit number, the trip ID# (which is the VTR number on the first VTR page used for that trip), and estimated trip duration. The DSM vendor must immediately send a confirmation to the vessel that the trip start hail was received; if the vessel does not receive confirmation within 10 minutes, the captain must contact the vendor to confirm the trip start hail via an independent backup system (*e.g.*, a phone number) that must be set up by the DSM vendor.
- iii) At the appropriate time before landing (detailed below), the sector vessel must hail trip end to the DSM vendor. For all trips greater than 6 hours in length, and occurring more than 6 hours from port, vessels must hail trip end at least 6 hours in advance of landing. For trips less than 6 hours in length or occurring within 6 hours of port, the estimated time of arrival to port and time of offload will be provided in the trip start hail. The trip end hail will be sent upon completion of the last tow/haul with required updated information

The trip end hail must include the following:

- A) Permit number;
  - B) Trip ID#;
  - C) Specific offloading location(s): Dock/dealer, port/harbor, and state (for all dealers or facilities where the vessel intends to offload);
  - D) Estimated landing time;
  - E) Estimated offloading time; and
  - F) Estimated weight of each species of fish being landed.
- iv) The DSM vendor must immediately send a confirmation to the vessel that the trip end hail was received. If the vessel does not receive confirmation prior to landing, the captain must use the backup system to contact the DSM vendor prior to landing. The DSM vendor must inform the vessel in the trip end hail confirmation (and no earlier) that:
- A) The vessel will have a dockside monitor (DM) or roving monitor (RM) present; **or**
  - B) The vessel is issued a DSM waiver for the trip (meaning no DM or RM will be present to witness the offload).
- v) If the DM has an emergency and cannot meet the vessel as scheduled, the DSM vendor must notify the vessel, the sector manager, and OLE as soon as possible to resolve the pending DSM event.
- vi) If the vessel retains a portion of the landings from a trip to be offloaded during a future landing event, the VTR for the trip on which the landings were caught must include those landings with the code for fish retained for future sale. The VTR for the subsequent trip, after which the retained landings are finally sold, must include the previously retained landings in addition to the current landings from trip. The previously retained landings must be identified by a unique code on the VTR. Landings will only count against ACE once.

## **2) Monitoring of Offload at Dealer**

### **i) If the vessel will get a DSM Waiver:**

The DSM vendor, when confirming that it has received the trip end hail, must notify the vessel that the vessel is receiving a waiver from DSM for the trip. The vessel operator must provide copies of all VTRs and dealer receipts for the trip to the SM, or SM-designated third party, within 24



hours of offloading.

**ii) If the vessel has been selected for DSM:**

- A) The vessel may land, but no offloading may commence until the DM is present.
- B) Vessels offloading at more than one dealer or facility must have a DM present during offload at each location.
- C) Upon meeting the vessel at the offloading site, the DM must:
  - (1) Take copies of all VTRs filled out for the trip, with all information available (no blocked cells).
  - (2) Record whether or not the scales are certified by the dealer's state.
  - (3) Observe and record whether ice and box weights are tarred by the dealer before the catch is added. If the dealer does not tare the box and ice, the DM must obtain the estimated weight of the ice and box from the dealer and record that weight in his/her report.
  - (4) Ask the captain whether all fish have been offloaded, and whether any are being retained for personal use. The DM must record the captain's estimate of weight of each species being retained for home use or retained on the vessel and record the reason(s).
  - (5) Either the DM or dealer must record the weight of offloaded fish, by species (and market class, if culled), in a report. This report must be signed by the DM, and the DM must keep a copy of the signed report.
  - (6) Provide accurate and complete data to the SM, and/or any SM-designated third party, within 24 hours of the completion of the DSM event.
  - (7) Send copies of the VTR(s), the dealer receipt(s) if separate from the DM's report, and the DM's report to the SM or any SM-designated third party.
  - (8) Keep a copy of his/her report, which must be electronically stored by the DSM vendor.

**3) Monitoring Offload to a Truck**

- i) Each sector must specify in its operations plan the remote unloading facilities where sector members will be allowed to offload catch to trucks.
- ii) Offloading of landings to trucks and subsequent weigh out of landings at all dealer facilities are considered separate (in terms of individual monitors) but conjoined (in terms of fishing trip) events. If a trip is selected for DSM and will offload to a truck, the trip must have a RM

present to witness all offload activities, as well as a DM present at each dealer that receives the fish to certify weigh-out of all landings. The RM and DM may be the same or different individuals.

- iii) If the landings are weighed by a representative of the receiving dealer in front of the RM before being loaded into the truck, the event must follow the protocol for offload at a dealer (Section 2 of this document).
- iv) If the landings are not weighed by a representative of the receiving dealer in front of the RM before being loaded into the truck, all requirements of DSM when offloading to a dealer will apply (except weight and dealer-receipt records), and the additional requirements of this section will also apply.
- v) Additional requirements:
  - A) All fish must be weighed in the presence of a DM at the receiving dealer(s) when the truck offloads.
  - B) Upon meeting the vessel at the offloading site the RM must:
    - (1) Take copies of all VTRs filled out for the trip with all information available (no blocked cells).
    - (2) If there are no scales at the offload site, record the number of totes of each species and the captain's estimate of the weight of each species in each tote.
    - (3) Ask the captain whether all fish have been offloaded, and whether any are being retained for home use. The RM will record the captain's estimate of weight of any species being retained for home use or retained on the vessel and record the reason(s).
    - (4) Record all offloaded fish, by species (and market class, if culled), in a report, unless the driver creates such a report that the RM may use. This report shall be signed by the RM, and the RM shall keep a copy of the signed report.
    - (5) Ensure that each tote is tagged with appropriate identifying information, including but not limited to: Serial number of first VTR page filled out for that trip, RM name, tote number, and species.
    - (6) Send copies of the VTR(s), driver manifest(s) if separate from the RM's report, and the RM report to the sector manager or SM-designated third party.
    - (7) Keep a copy of his/her report, which must be electronically stored by the DSM vendor.

#### 4) Responsibilities of the DSM Vendor

- i) The DSM vendor must ensure that all individual monitors are trained as required in Amendment 16 (Section 4.3.3.5.5). The DSM vendor also must ensure that background checks and any authorizations (such as Transportation Worker Identification Credential cards) needed for individuals to access fishery facilities and vessels at ports serviced by the DSM vendor are obtained.
- ii) The DSM vendor must have a back-up communications method (*e.g.*, phone), capable of circumventing problems with the electronic hail system.
- iii) The DSM vendor must be able to receive hails 24 hours per day, 7 days per week, and must be able to send a confirmation of the hail back to the vessel within 10 minutes of receiving the hail.
- iv) The DSM vendor must keep a running list of all open trips.
- v) The DSM vendor is responsible for developing a randomized methodology that assigns DSM to 50 percent of sector trips and issues a DSM waiver to the other 50 percent. The method must assign DSM without regard to any preference of the sector or its members, the assignment of DSM must be representative of fishing activities within the sector, and the method must be approved by NMFS in the sector operations plan. The DSM vendor must determine whether or not a trip is assigned a DM or RM after the DSM vendor provides a confirmation that the trip start hail was received.
- vi) Upon receiving a trip end hail, the DSM vendor must respond by sending the vessel a confirmation that the hail was received. The confirmation must inform the vessel whether or not the trip is assigned a DM or RM. The DSM vendor must either provide a time certain for the DM or RM to meet the vessel, or stipulate that the DM or RM will communicate with the vessel to coordinate a time for offloading to commence. This may be any time agreeable to the unloading facility, the vessel, and the DM or RM, but not less than the required time notice between the trip end hail and landing.
- vii) The DSM vendor must immediately notify and provide the SM and OLE with all information contained in the trip end hail (including a breakdown of species to be landed and estimated weight of each species on board) and whether or not the vessel is assigned a DM or RM for the trip.

- viii) The DSM vendor must ensure a DM or RM, when assigned, is present at the offload site by the vessel's specified offloading time.
- ix) In cases where reproducible dealer-receipt forms, driver-manifest forms, and tote tags are not provided or utilized by fishing industry personnel, the DSM vendor must develop such materials or capabilities and provide them to each DM or RM that may encounter these cases.
- x) The DSM vendor must keep an electronic record of information collected from each offload and must make electronic and other records available to NMFS upon request.
- xi) The DSM vendor must work with the SM and OLE to establish an acceptable process for safe harbor situations when a sector vessel is unable to follow normal DSM protocols due to an emergency situation.

## **5) DEFINITIONS**

Dockside Monitoring (DSM) – Monitoring of all landings from sector trips taken by sector vessels in order to verify landings of the vessel at the time they are weighed by a dealer and to certify the landed weights are accurate as reported on the dealer report.

DSM Event – The observation of landings either offloaded to a truck or being weighed by a dealer.

Dockside Monitor (DM) – A certified dockside monitor tasked with observing either the weighing of fish by a dealer at the time of landing or the weighing of fish by a dealer at the time of offload from a truck.

Roving Monitor (RM) – A certified dockside monitor tasked with observing the offload of fish to a truck at the time of landing without first being weighed.

DSM Vendor – A sector monitoring service provider approved by NMFS to conduct dockside monitoring (DSM).

Landing Time – The time when a vessel arrives in port.

Port – Defined by the local port agent.

Offloading Time – The time when a vessel begins offloading fish.

Trip Duration – The time range from when the vessel departs port until its return to port (landing time).

Trip ID# – The VTR number on the first VTR page used for that trip.

## EXHIBIT G

### Ownership Documentation

Section 1.01.      **Sector Qualification.**

Amendment 16 to the NE multispecies FMP defines a sector as a group of three or more persons, none of whom have an ownership interest in the other two persons in the sector. This criterion has been fulfilled for the Fixed Gear Sector with Permit Number 118641 (F/V Dawn T) under the distinct ownership of Stuart Tolley, Permit Number 230254 (F/V Decisive), under the distinct ownership of Jan Margeson, and Permit Number 242520 (F/V Sea Hound) under the distinct ownership of Peter Taylor.

<b>Vessel Name</b>	<b>Status of Permit</b>	<b>Groundfish</b>	<b>Monkfish &amp; Skate</b>
Unicorn	Active Commercial Groundfish	1	1
Riena Marie	Active Commercial Groundfish	1	
Miss Fitz	Active Commercial Groundfish	1	1
Decisive	Active Commercial Groundfish	1	1
Gulf Venture	Active Commercial Groundfish	1	1
Synergistic	Active Commercial Groundfish	1	1
Back Off	Active Commercial Groundfish	1	
Sea Dancer	Active Commercial Groundfish	1	1
Edward & Joseph	Active Commercial Groundfish		1
Hunter	Active Commercial Groundfish	1	
Taint	Active Commercial Groundfish	1	1
Jack Tar	Active Commercial Groundfish		1
Strangle Hold	Active Commercial Groundfish	1	1
Joanne H	Active Commercial Groundfish	1	
Sea Hound	Active Commercial Groundfish	1	
Arlie X	Active Commercial Groundfish	1	
Dawn T	Active Commercial Groundfish	1	1
Lady Irene	Active Commercial Groundfish	1	1
Constance Sea	Active Commercial Groundfish	1	1
Cuda	Active Commercial Groundfish	1	
Tenacious II	Active Commercial Groundfish	1	
Rug Rats	Active Commercial Groundfish	1	
Never Enough	Active Commercial Groundfish	1	
Ann Marie	Active Commercial Groundfish	1	1
Alicia Ann	Active Commercial Groundfish	1	
Perry's Pride II	Active Commercial Groundfish		1
Lyndsy Liz	Active Commercial Groundfish	1	
Peggy B II	Active Commercial Groundfish	1	
Jennifer Dan	Active Commercial Groundfish	1	
Surf Breaker	Active Commercial Groundfish	1	
Miss Jennifer	Active Commercial Groundfish	1	
Lori B	Active Commercial Groundfish		1
Zachary T	Active Commercial Groundfish	1	
Yellow Bird	Active Commercial Groundfish	1	
Sea Hook	Active Commercial Groundfish	1	
Tuna Eclipse	Active Commercial Groundfish	1	
Miss Melodye	Active Commercial Groundfish	1	
Kelly J	Active Commercial Groundfish	1	
Rosey S	Active Commercial Groundfish	1	
Blue Herron	Active Commercial Groundfish	1	

Cape Island	Lease-Only
Skiff	Lease-Only
Seabag III	Lease-Only
Seed	Lease-Only
Zach N Abbie	Lease-Only
Frenzy	Lease-Only
Pooh Bah	Lease-Only
Sea Holly III	Lease-Only
1971 Seacraft 20	Lease-Only
Rebecca and Emily	Lease-Only
1976 Homemade	Lease-Only
Hunteress	Lease-Only
Bada Bing	Lease-Only
Sam Ryder	Lease-Only
Hot Sake	Lease-Only
Great Pumpkin	Lease-Only
Carol Ann	Lease-Only
Saga	Lease-Only
Susie Q	Lease-Only
Morgan I	Lease-Only
Little Giant	Lease-Only
Water Horse	Lease-Only
Sea Baggins	Lease-Only
22 Hiliner	Lease-Only
Sturdee	Lease-Only
1979 Young	Lease-Only
Magic	Lease-Only
Sea Winds	Lease-Only
Little Rascal	Lease-Only
Stamas	Lease-Only
Last Stand	Lease-Only
Always Something	Lease-Only
1981 Sea Ox	Lease-Only
Ouija	Lease-Only
Monomoy	Lease-Only
William Gregory	Lease-Only
1992 Sylvan Skiff	Lease-Only
Susan Lee	Lease-Only
Mattanza	Lease-Only
Time Bandit	Lease-Only
Blue Bag	Lease-Only
Blue Sky	Lease-Only

Lolo	Lease-Only
Three Reasons	Lease-Only
Lei Lani	Lease-Only
Sea Win	Lease-Only
Kaos	Lease-Only
Irish Lady	Lease-Only
Seaborne	Lease-Only
Desire III	Lease-Only
Last One	Lease-Only
Nancy S	Lease-Only
Nancy's Girls	Lease-Only
1985 Homemade	Lease-Only
Carole R II	Lease-Only
Headhunter	Lease-Only



Lobster trap

Gillnet

Longline

Hand/Jig

Groundfish

Monkfish/skates

Lobster (trap)

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1



IN WITNESS WHEREOF, the undersigned parties have executed this GB Cod Fixed Gear Sector Operations Plan and Agreement for FY 2011, as of the date first written above.

[Signature]  
Signature

✓ Ben Morgan  
Name

Ben Morgan?  
Permit Name

MRI # / Permit #

148567

[Signature]  
Signature

✓ Ben Morgan  
Name

UIKE  
Permit Name

MRI # / Permit #

~~133~~ 131475  
Signature

Name

Permit Name

MRI # / Permit #

William T. Barker  
Signature

✓ William T. Barker  
Name

ZACHARY T.  
Permit Name

2248 130772

MRI # / Permit #

William Ligenza  
Signature

✓ WILLIAM LIGENZA  
Name

BLUE JAY  
Permit Name

MRI # / Permit #

150731

[Signature]  
Signature

✓ Shawn Sullivan  
Name

BACK OFF  
Permit Name

MRI # / Permit #

194 231435

[Signature]  
Signature

✓ GERALD MISZKIN  
Name

OUIJA  
Permit Name

MRI # / Permit #

2008 116103

William T. Barker  
Signature

✓ William T. Barker  
Name

TWA ECLIPSE  
Permit Name

WTBFISH

MRI # / Permit #

1 of 20

IN WITNESS WHEREOF, the undersigned parties have executed this GB Cod Fixed Gear Sector Operations Plan and Agreement for FY 2011, as of the date first written above.

Joseph J. Geary  
Signature  
Joseph J. GEARY  
Name  
BLUE HERRON  
Permit Name  
49047 148763  
MRI # / Permit #

Leslie Shwom  
Signature  
Leslie Shwom  
Name  
 Flu Rosey S  
Permit Name  
233177  
MRI # / Permit #

Michael E. Terrenzi  
Signature  
Michael E. Terrenzi  
Name  
Kelly J  
Permit Name  
3684 231241  
MRI # / Permit #

\_\_\_\_\_  
Signature  
\_\_\_\_\_  
Name  
\_\_\_\_\_  
Permit Name  
\_\_\_\_\_  
MRI # / Permit #

\_\_\_\_\_  
Signature  
\_\_\_\_\_  
Name  
\_\_\_\_\_  
Permit Name  
\_\_\_\_\_  
MRI # / Permit #

\_\_\_\_\_  
Signature  
\_\_\_\_\_  
Name  
\_\_\_\_\_  
Permit Name  
\_\_\_\_\_  
MRI # / Permit #

\_\_\_\_\_  
Signature  
\_\_\_\_\_  
Name  
\_\_\_\_\_  
Permit Name  
\_\_\_\_\_  
MRI # / Permit #

\_\_\_\_\_  
Signature  
\_\_\_\_\_  
Name  
\_\_\_\_\_  
Permit Name  
\_\_\_\_\_  
MRI # / Permit #

4 of 20

IN WITNESS WHEREOF, the undersigned parties have executed this GB Cod Fixed Gear Sector Operations Plan and Agreement for FY 2011, as of the date first written above.

Gregory J. Connors  
Signature  
✓ Gregory Connors  
Name  
Synergistic  
Permit Name  
167 230558  
MRI # / Permit #

Gregory J. Connors  
Signature  
✓ Gregory Connors  
Name  
LAST STAND  
Permit Name  
1951 223588  
MRI # / Permit #

Gregory J. Connors  
Signature  
✓ Gregory J. Connors  
Name  
Constance Sea  
Permit Name  
1634 146922  
MRI # / Permit #

[Signature]  
Signature  
✓ John M Linnell  
Name  
Sea Dancer  
Permit Name  
285 241576  
MRI # / Permit #

Gregory J. Connors  
Signature  
✓ Gregory Connors  
Name  
1992 Sylvan Skiff  
Permit Name  
2297 150597  
MRI # / Permit #

[Signature]  
Signature  
✓ John M Linnell  
Name  
Lori B  
Permit Name  
2218 222175  
MRI # / Permit #

Gregory J. Connors  
Signature  
✓ Gregory Connors  
Name  
Rebecca and Emily  
Permit Name  
256 149575  
MRI # / Permit #

\_\_\_\_\_  
Signature  
\_\_\_\_\_  
Name  
\_\_\_\_\_  
Permit Name  
\_\_\_\_\_  
MRI # / Permit #

50820



IN WITNESS WHEREOF, the undersigned parties have executed this GB Cod Fixed Gear Sector Operations Plan and Agreement for FY 2011, as of the date first written above.

John Tuttle  
Signature  
✓ John Tuttle  
Name  
CUDA  
Permit Name  
1689 233175  
MRI # / Permit #

\_\_\_\_\_  
Signature  
\_\_\_\_\_  
Name  
\_\_\_\_\_  
Permit Name  
\_\_\_\_\_  
MRI # / Permit #

John Tuttle  
Signature  
✓ John Tuttle  
Name  
CAPE ISLAND  
Permit Name  
27 150563  
MRI # / Permit #

\_\_\_\_\_  
Signature  
\_\_\_\_\_  
Name  
\_\_\_\_\_  
Permit Name  
\_\_\_\_\_  
MRI # / Permit #

\_\_\_\_\_  
Signature  
\_\_\_\_\_  
Name  
\_\_\_\_\_  
Permit Name  
\_\_\_\_\_  
MRI # / Permit #

\_\_\_\_\_  
Signature  
\_\_\_\_\_  
Name  
\_\_\_\_\_  
Permit Name  
\_\_\_\_\_  
MRI # / Permit #

\_\_\_\_\_  
Signature  
\_\_\_\_\_  
Name  
\_\_\_\_\_  
Permit Name  
\_\_\_\_\_  
MRI # / Permit #

\_\_\_\_\_  
Signature  
\_\_\_\_\_  
Name  
\_\_\_\_\_  
Permit Name  
\_\_\_\_\_  
MRI # / Permit #

6 of 20

IN WITNESS WHEREOF, the undersigned parties have executed this GB Cod Fixed Gear Sector Operations Plan and Agreement for FY 2011, as of the date first written above.

Signature

Name

Permit Name

MRI # / Permit #

Signature

Name

Permit Name

MRI # / Permit #

Signature

Name

Permit Name

MRI # / Permit #

Signature

Name

Permit Name

MRI # / Permit #

Signature

Name

Permit Name

MRI # / Permit #

Signature

Name

Permit Name

MRI # / Permit #

Signature

Name

Permit Name

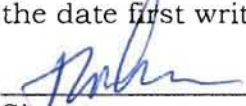
MRI # / Permit #


Signature


Name


Permit Name

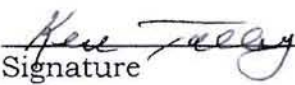
MRI # / Permit #

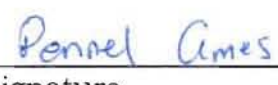
  
Signature  
Tim Linnell  
Name  
Perry's Pride II  
Permit Name  
1923 122159  
MRI # / Permit #


  
Signature  
Name  
Robert Eldridge  
Permit Name  
81 220839  
MRI # / Permit #  
FV UNICORN


  
Signature  
Name  
Tim Linnell  
Permit Name  
260 240268  
MRI # / Permit #  
~~Hunter~~ / Sale Trane

  
Signature  
Name  
Robert Eldridge  
Permit Name  
76 150187  
MRI # / Permit #  
SEED

  
Signature  
Name  
Ken Tolley  
Permit Name  
465 240543  
MRI # / Permit #  
Hunter / Sale Trane

  
Signature  
Name  
Pennel Ames  
Permit Name  
3470 214158  
MRI # / Permit #  
Kaos

  
Signature  
Name  
MARK LISTER  
Permit Name  
910 222737  
MRI # / Permit #

  
Signature  
Name  
MARK LISTER  
Permit Name  
2001 150264  
MRI # / Permit #  
FV 1981 Seay

70520



IN WITNESS WHEREOF, the undersigned parties have executed this GB Cod Fixed Gear Sector Operations Plan and Agreement for FY 2011, as of the date first written above.

David Murdock

Signature

✓ David Murdock

Name

JACK TAR

Permit Name

1191 146765

MRI # / Permit #

Signature

Name

Permit Name

MRI # / Permit #

Signature

Name

Permit Name

MRI # / Permit #

Signature

Name

Permit Name

MRI # / Permit #

Signature

Name

Permit Name

MRI # / Permit #

Signature

Name

Permit Name

MRI # / Permit #

Signature

Name

Permit Name

MRI # / Permit #

Signature

Name

Permit Name

MRI # / Permit #

805  
20

IN WITNESS WHEREOF, the undersigned parties have executed this GB Cod Fixed Gear Sector Operations Plan and Agreement for FY 2011, as of the date first written above.

Eric M Hesse  
Signature  
✓ ERIC HESSE  
Name  
TENACIOUS II  
Permit Name  
1708 242648  
MRI # / Permit #

\_\_\_\_\_  
Signature  
\_\_\_\_\_  
Name  
\_\_\_\_\_  
Permit Name  
\_\_\_\_\_  
MRI # / Permit #

Eric M Hesse  
Signature  
✓ MATTANZA LLC  
Name  
MATTANZA  
Permit Name  
2650 214970  
MRI # / Permit #

\_\_\_\_\_  
Signature  
\_\_\_\_\_  
Name  
\_\_\_\_\_  
Permit Name  
\_\_\_\_\_  
MRI # / Permit #

Eric M Hesse  
Signature  
✓ ERIC HESSE  
Name  
LET-LANT  
Permit Name  
3390 150584  
MRI # / Permit #

\_\_\_\_\_  
Signature  
\_\_\_\_\_  
Name  
\_\_\_\_\_  
Permit Name  
\_\_\_\_\_  
MRI # / Permit #

\_\_\_\_\_  
Signature  
\_\_\_\_\_  
Name  
\_\_\_\_\_  
Permit Name  
\_\_\_\_\_  
MRI # / Permit #

\_\_\_\_\_  
Signature  
\_\_\_\_\_  
Name  
\_\_\_\_\_  
Permit Name  
\_\_\_\_\_  
MRI # / Permit #

9 of 20

IN WITNESS WHEREOF, the undersigned parties have executed this GB Cod Fixed Gear Sector Operations Plan and Agreement for FY 2011, as of the date first written above.

JF  
Signature  
John OVR JR  
Name  
MISS FITZ  
Permit Name  
119 232108  
MRI # / Permit #

JF  
Signature  
John OVR JR  
Name  
22 HILIVER  
Permit Name  
1545 149986  
MRI # / Permit #

~~JF~~  
Signature  
~~Red Death Inc.~~  
Name  
~~FITZ~~  
Permit Name  
  
MRI # / Permit #

JF  
Signature  
John OVR JR  
Name  
1979 Young  
Permit Name  
1609 150361  
MRI # / Permit #

Signature  
Name  
Permit Name  
MRI # / Permit #

Signature  
Name  
Permit Name  
MRI # / Permit #

Signature  
Name  
Permit Name  
MRI # / Permit #

Signature  
Name  
Permit Name  
MRI # / Permit #

10 of 20

IN WITNESS WHEREOF, the undersigned parties have executed this GB Cod Fixed Gear Sector Operations Plan and Agreement for FY 2011, as of the date first written above.

Signature

Name

Permit Name

MRI # / Permit #

Signature

Name

Permit Name

MRI # / Permit #

Signature

Name

Permit Name

MRI # / Permit #

Signature

Name

Permit Name

MRI # / Permit #

Signature

Name

Permit Name

MRI # / Permit #

Signature

Name

Permit Name

MRI # / Permit #

Signature

Name

Permit Name

MRI # / Permit #

Signature

Name

Permit Name

MRI # / Permit #

11 of 20



IN WITNESS WHEREOF, the undersigned parties have executed this GB Cod Fixed Gear Sector Operations Plan and Agreement for FY 2011, as of the date first written above.

Michael Russo  
Signature  
✓ Michael A Russo  
Name  
Gulf Venture  
Permit Name  
145 147091  
MRI # / Permit #

Michael Russo  
Signature  
✓ Michael A Russo  
Name  
Susan Lee  
Permit Name  
2482 150359  
MRI # / Permit #

Michael Russo  
Signature  
✓ Michael A Russo  
Name  
Zach N Abbie  
Permit Name  
129 150041  
MRI # / Permit #

Michael Russo  
Signature  
✓ Michael A Russo  
Name  
Always Something  
Permit Name  
1961 150562  
MRI # / Permit #

\_\_\_\_\_  
Signature  
\_\_\_\_\_  
Name  
\_\_\_\_\_  
Permit Name  
\_\_\_\_\_  
MRI # / Permit #

\_\_\_\_\_  
Signature  
\_\_\_\_\_  
Name  
\_\_\_\_\_  
Permit Name  
\_\_\_\_\_  
MRI # / Permit #

\_\_\_\_\_  
Signature  
\_\_\_\_\_  
Name  
\_\_\_\_\_  
Permit Name  
\_\_\_\_\_  
MRI # / Permit #

\_\_\_\_\_  
Signature  
\_\_\_\_\_  
Name  
\_\_\_\_\_  
Permit Name  
\_\_\_\_\_  
MRI # / Permit #

12 of 20

IN WITNESS WHEREOF, the undersigned parties have executed this GB Cod Fixed Gear Sector Operations Plan and Agreement for FY 2011, as of the date first written above.

Mark Smith  
Signature

Ⓢ MARK SMITH  
Name

JOANNE H  
Permit Name

1467 241532  
MRI # / Permit #

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Permit Name

\_\_\_\_\_  
MRI # / Permit #

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Permit Name

\_\_\_\_\_  
MRI # / Permit #

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Permit Name

\_\_\_\_\_  
MRI # / Permit #

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Permit Name

\_\_\_\_\_  
MRI # / Permit #

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Permit Name

\_\_\_\_\_  
MRI # / Permit #

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Permit Name

\_\_\_\_\_  
MRI # / Permit #

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Permit Name

\_\_\_\_\_  
MRI # / Permit #

13 of 20

IN WITNESS WHEREOF, the undersigned parties have executed this GB Cod Fixed Gear Sector Operations Plan and Agreement for FY 2011, as of the date first written above.

Stuart Tolley  
Signature

✓ Stuart Tolley  
Name

DAWN T  
Permit Name

1576 / 118641  
MRI # / Permit #

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Permit Name

\_\_\_\_\_  
MRI # / Permit #

Stuart Tolley  
Signature

✓ Stuart Tolley  
Name

SUSIE Q  
Permit Name

677 / 149988  
MRI # / Permit #

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Permit Name

\_\_\_\_\_  
MRI # / Permit #

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Permit Name

\_\_\_\_\_  
MRI # / Permit #

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Permit Name

\_\_\_\_\_  
MRI # / Permit #

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Permit Name

\_\_\_\_\_  
MRI # / Permit #

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Permit Name

\_\_\_\_\_  
MRI # / Permit #

14 of 20

IN WITNESS WHEREOF, the undersigned parties have executed this GB Cod Fixed Gear Sector Operations Plan and Agreement for FY 2011, as of the date first written above.

Jan Mangeson  
Signature

Jan Mangeson  
Name

F/V Great Pumpkin

395 / 149963  
Permit Name

MRI # / Permit #

Kenneth Eldredge  
Signature

Kenneth Eldredge  
Name

Lolo

3174 150691  
Permit Name

MRI # / Permit #

Jan Mangeson  
Signature

Jan Mangeson  
Name

F/V Decisive

142 / 230254  
Permit Name

MRI # / Permit #

Tye Vecchioni  
Signature

Bada Bing  
Name

Tye Vecchioni

262 179525  
Permit Name

MRI # / Permit #

Thomas Luce  
Signature

Thomas Luce  
Name

SEA WIN

211160 3449  
Permit Name

MRI # / Permit #

Tye Vecchioni  
Signature

Land Skiff  
Name

Tye Vecchioni

30 150988  
Permit Name

MRI # / Permit #

Ben Braun / Peggy B II Inc.  
Signature

Ben Braun / Peggy B II Inc.  
Name

Peggy B II

213029 2000  
Permit Name

MRI # / Permit #

Thomas J. Smith  
Signature

Thomas J. Smith  
Name

STAMAS

1888 150425  
Permit Name

MRI # / Permit #

15 of 20



IN WITNESS WHEREOF, the undersigned parties have executed this GB Cod Fixed Gear Sector Operations Plan and Agreement for FY 2011, as of the date first written above.

[Signature]  
Signature  
✓ Glen Lebey  
Name  
MORGAN I  
Permit Name  
150652 1435  
MRI # / Permit #

[Signature]  
Signature  
✓ EARL T. LEBEY JR  
Name  
196072 2023  
Permit Name  
SEA HOOK  
MRI # / Permit #

[Signature]  
Signature  
✓ RAY KANE  
Name  
FRENZY  
Permit Name  
148 230296  
MRI # / Permit #

[Signature]  
Signature  
✓ Gregory F. Walinski  
Name  
Alicia Ann  
Permit Name  
1880 232096  
MRI # / Permit #

[Signature]  
Signature  
✓ GREEN TOMASIAN  
Name  
221935 SEABAG FISHERIES  
Permit Name  
221935 2115<sup>69</sup>  
MRI # / Permit #

[Signature]  
Signature  
✓ Nick OToole  
Name  
Three Reasons  
Permit Name  
3176 150861  
MRI # / Permit #

[Signature]  
Signature  
✓ Wanda H. Beckwith  
Name  
Miss McLoone  
Permit Name  
3595 - 222365  
MRI # / Permit #

[Signature]  
Signature  
✓ Jamie Young  
Name  
Poot Bay  
Permit Name  
[Redacted] - 220322 151  
MRI # / Permit #

16 of 20

IN WITNESS WHEREOF, the undersigned parties have executed this GB Cod Fixed Gear Sector Operations Plan and Agreement for FY 2011, as of the date first written above.

Peter W. Taylor  
Signature  
✓ Peter W. Taylor  
Name  
F/V Sea Hound  
Permit Name  
1496 242520  
MRI # / Permit #

[Redacted Signature]  
Signature  
[Redacted Name]  
Name  
[Redacted Permit Name]  
Permit Name  
[Redacted MRI # / Permit #]  
MRI # / Permit #

James B. Eldridge  
Signature  
✓ James B. Eldridge  
Name  
F/V Yellowbird  
Permit Name  
230420 2265  
MRI # / Permit #

Robert E. St-Pierre Jr  
Signature  
✓ ROBERT E ST-PIERRE JR  
Name  
RUC BATS  
Permit Name  
17144 / 291555  
MRI # / Permit #

Nick Mueo/LOST At Sea LLC  
Signature  
✓ Nick Mueo/LOST At Sea LLC  
Name  
LOST  
Permit Name  
1942 231457  
MRI # / Permit #

\_\_\_\_\_  
Signature  
\_\_\_\_\_  
Name  
\_\_\_\_\_  
Permit Name  
\_\_\_\_\_  
MRI # / Permit #

~~James Yang  
Signature  
James Yang  
Name  
Pook Bah  
Permit Name  
181 230322  
MRI # / Permit #~~

\_\_\_\_\_  
Signature  
\_\_\_\_\_  
Name  
\_\_\_\_\_  
Permit Name  
\_\_\_\_\_  
MRI # / Permit #

17 of 20

IN WITNESS WHEREOF, the undersigned parties have executed this GB Cod Fixed Gear Sector Operations Plan and Agreement for FY 2011, as of the date first written above.

  
Signature

Boat Carole R Inc.

Name

CAROLE R. II

Permit Name

240371

MRI # / Permit #

  
Signature

CCCHFA

Name

Moncomaj (Coming Home)

Permit Name

2039 150897

MRI # / Permit #

  
Signature

CCCHFA

Name

Blue Bay

Permit Name

2995 150853

MRI # / Permit #

  
Signature

CCCHFA

Name

Sea Winds

Permit Name

1746 211160

MRI # / Permit #

  
Signature

CCCHFA


Name

Sea Baggins

Permit Name

1527 221935

MRI # / Permit #

  
Signature

~~Blue Sky~~ CCCHFA

Name

Blue Sky

Permit Name

3098 135589

MRI # / Permit #

  
Signature

~~Blue Sky~~ CCCHFA


Name

Hunteress

Permit Name

465 240543

MRI # / Permit #

  
Signature

CCCHFA

Name

William Gregory

Permit Name

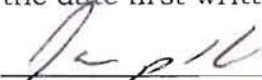
2196 232043

MRI # / Permit #

18 of 20



IN WITNESS WHEREOF, the undersigned parties have executed this GB Cod Fixed Gear Sector Operations Plan and Agreement for FY 2011, as of the date first written above.

  
Signature

JAMES KEDING  
Name

✓ 1985 Home made  
Permit Name

MRI # / Permit # 149711

  
Signature

CCC HFA  
Name

✓ Stordee  
Permit Name

1563 150700  
MRI # / Permit #

  
Signature

✓ Christopher J. Rippe  
Name

221681 3542  
Permit Name

Trust Lardy  
MRI # / Permit #

  
Signature

✓ CCC HFA  
Name

Sea Holly III  
Permit Name

153 150877  
MRI # / Permit #

  
Signature

✓ CCC HFA  
Name

LAST ONE  
Permit Name

4202 150680  
MRI # / Permit #

  
Signature

✓ CCC HFA  
Name

Desire III  
Permit Name

4129 150841  
MRI # / Permit #

  
Signature

✓ CCC HFA  
Name

Carol Ann  
Permit Name

449 150671  
MRI # / Permit #

  
Signature

✓ CCC HFA  
Name

Sam Ryder (Jessey Princess)  
Permit Name

328 150844  
MRI # / Permit #

14 of 20

IN WITNESS WHEREOF, the undersigned parties have executed this GB Cod Fixed Gear Sector Operations Plan and Agreement for FY 2011, as of the date first written above.

Thomas M Szabo  
Signature

THOMAS M SZABO  
Name

F/V ARLIE X  
Permit Name

1562 ~~632187~~ 221518  
MRI # / Permit #

Wade S. Behlman  
Signature

WADE S. BEHLMAN  
Name

JENNIFER DAN  
Permit Name

222022 2020  
MRI # / Permit #

Mark J Hurley  
Signature

MARK HURLEY  
Name

Sea Borne  
Permit Name

3669 230935  
MRI # / Permit #

John DeMange  
Signature

John DeMange  
Name

232565 2171  
Permit Name

MISS. JENNIFER  
MRI # / Permit #

Kent Martin  
Signature

Nantucket Sand Fish Weirs Inc  
Name

Nancy's Girls  
Permit Name

47950 211949  
MRI # / Permit #

Kent Martin  
Signature

Kent Martin  
Name

Time Bandit  
Permit Name

2992 223512  
MRI # / Permit #

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Permit Name

\_\_\_\_\_  
MRI # / Permit #

Kent Martin  
Signature

Nantucket Sand Fish Weirs Inc  
Name

Nancy S  
Permit Name

47964 220698  
MRI # / Permit #

20 of 20

IN WITNESS WHEREOF, the undersigned parties have executed this GB Cod Fixed Gear Sector Operations Plan and Agreement for FY 2011, as of the date first written above.

Robert P. Miller III

Signature

ROBERT P. MILLER III

Name

HEAD HUNTER

Permit Name

223607

MRI # / Permit #

Signature

Name

Permit Name

MRI # / Permit #

Signature

Name

Permit Name

MRI # / Permit #

Signature

Name

Permit Name

MRI # / Permit #

Signature

Name

Permit Name

MRI # / Permit #

Signature

Name

Permit Name

MRI # / Permit #

Signature

Name

Permit Name

MRI # / Permit #

Signature

Name

Permit Name

MRI # / Permit #



IN WITNESS WHEREOF, the undersigned parties have executed this GB Cod Fixed Gear Sector Operations Plan and Agreement for FY 2011, as of the date first written above.

Bruce Kaminski  
Signature

✓ BRUCE KAMINSKI  
Name

NEVER ENOUGH  
Permit Name

MS-4940-BB 100598  
MRI # / Permit #  
175

James Peckie  
Signature

✓ JAMES PECKIE  
Name

LITTLE RASCAL  
Permit Name

1856 120962  
MRI # / Permit #

Ted Cignza  
Signature

✓ Ted Cignza  
Name

Rienn Marie  
Permit Name

926302 221764  
MRI # / Permit #  
MRI 99

~~Greg Walicki  
Signature~~

~~✓ GRIG WALICKI  
Name~~

~~ALLIA ANN  
Permit Name~~

~~1886 232096  
MRI # / Permit #~~

Ted Cignza  
Signature

✓ TED CIGNZA  
Name

WATER HORSE  
Permit Name

1521 135641  
MRI # / Permit #

Alfred J. Yuhnavich  
Signature

✓ ALFRED J. YUHNAVICH  
Name

SURFBREAKER  
Permit Name

221794 2050  
MRI # / Permit #

Ben A. Benoit  
Signature

✓ BEN BERGQUIST / BENSO INC.  
Name

SAGA  
Permit Name

647 242654  
MRI # / Permit #

Raymond Ransom  
Signature

✓ Raymond Ransom  
Name

Lyndsy Liz  
Permit Name

1958 223551  
MRI # / Permit #

2 of 20

IN WITNESS WHEREOF, the undersigned parties have executed this GB Cod Fixed Gear Sector Operations Plan and Agreement for FY 2011, as of the date first written above.

In Above

James F. Nash

Signature

Scha Our / James F. Nash

Name

1976 Homemade

Permit Name

257 150610

MRI # / Permit #

Red Death INC

Signature

Name

Permit Name

MRI # / Permit #

Ann Marie

James F. Nash

Signature

James Nash

Name

Ann Marie

Permit Name

1883 149261

MRI # / Permit #

Signature

Name

Permit Name

MRI # / Permit #

Pilbury

James F. Nash

Signature

James Nash

Name

1971 SEACRAFT 20

Permit Name

224 150237

MRI # / Permit #

Signature

Name

Permit Name

MRI # / Permit #

MAGIC

James F. Nash

Signature

JAMES NASH

Name

MAGIC

Permit Name

1685 222231

MRI # / Permit #

Signature

Name

Permit Name

MRI # / Permit #

3 of 20



IN WITNESS WHEREOF, the undersigned parties have executed this GB Cod Fixed Gear Sector Operations Plan and Agreement for FY 2011, as of the date first written above.

*Robert P. Miller III*

Signature

ROBERT P. MILLER III

Name

HEAD HUNTER

Permit Name

223607

MRI # / Permit #

Signature

Name

Permit Name

MRI # / Permit #

Signature

Name

Permit Name

MRI # / Permit #

Signature

Name

Permit Name

MRI # / Permit #

Signature

Name

Permit Name

MRI # / Permit #

Signature

Name

Permit Name

MRI # / Permit #

Signature

Name

Permit Name

MRI # / Permit #

Signature

Name

Permit Name

MRI # / Permit #

# Northeast Federal Fishing Permit

Issued pursuant to: 16 U.S.C. 1801 et seq and 5101



**United States Department of Commerce**  
 National Oceanic and Atmospheric Administration  
 National Marine Fisheries Service  
 Northeast Region  
 55 Great Republic Drive  
 Gloucester, MA 01930  
 Telephone: (978) 281-9370  
 PT

NOAA form 88-156A **2010 Fishing Year Permit**

JOHN L OUR JR  
 169 INDIAN HILL ROAD  
 CHATHAM, MA 02633

F/V MISS FITZ  
 Northeast Federal Permit Number: **232108**  
 Documentation/Registration Number: 983256  
 Principal Port/State: CHATHAM, MA

Fisheries Permitted	Description (300,000 lb)	Effective Date	Expiration Date
AMERICAN LOBSTER - NON -TRAP - 2010		05/01/2010	04/30/2011
ATLANTIC MACKEREL - 2010		05/01/2010	04/30/2011
BLUEFISH - COMMERCIAL - 2010		05/01/2010	04/30/2011
HERRING - OPEN ACCESS - POSSESSION LIMIT - 2010		05/01/2010	04/30/2011
MONKFISH - CATEGORY D - 2010		05/01/2010	04/30/2011
NE MULTISPECIES - INDIVIDUAL DAS - 2010		05/01/2010	04/30/2011
SKATE - 2010		05/01/2010	04/30/2011
SPINY DOGFISH - COMMERCIAL - 2010		05/01/2010	04/30/2011
TILEFISH - COMMERCIAL/INCIDENTAL - 2010		05/01/2010	04/30/2011

**Maximum Trap Allocation (if applicable):** (see reverse side for trap allocation information)

This permit is not valid unless signed. Knowingly and willfully falsifying material facts on this form may result in criminal liability (18 U.S.C § 1001)

Authorized Signature

See reverse side for permit conditions and information

# Northeast Federal Fishing Permit

Issued pursuant to: 16 U.S.C. 1801 et seq and 5101



**United States Department of Commerce**  
 National Oceanic and Atmospheric Administration  
 National Marine Fisheries Service  
 Northeast Region  
 55 Great Republic Drive  
 Gloucester, MA 01930  
 Telephone: (978) 281-9370  
 JL

## 2010 Fishing Year Permit

THEODORE J LIGENZA  
 134 PLBASANT STREET  
 SOUTH CHATHAM, MA 02659

F/V 1960 ED TUCKER  
 Northeast Federal Permit Number: 135641  
 Documentation/Registration Number: MS8330HB  
 Principal Port/State: CHATHAM, MA

Fisheries Permitted	Date Issued: 06/24/10	Effective Date	Expiration Date
BLUEFISH - COMMERCIAL - 2010		06/25/2010	04/30/2011
MONKFISH - INCIDENTAL CATEGORY E - 2010		06/25/2010	04/30/2011
NE MULTISPECIES - INDIVIDUAL DAS - 2010		06/25/2010	04/30/2011
SKATE - 2010		06/25/2010	04/30/2011
SPINY DOGFISH - COMMERCIAL - 2010		06/25/2010	04/30/2011



**Maximum Trap Allocation (if applicable):** (see reverse side for trap allocation information)

This permit is not valid unless signed. Knowingly and willfully falsifying material facts on this form may result in criminal liability (18 U.S.C § 1001)

Authorized Signature



# Northeast Federal Fishing Permit

Issued pursuant to: 16 U.S.C. 1801 et seq and 5101



**United States Department of Commerce**  
 National Oceanic and Atmospheric Administration  
 National Marine Fisheries Service  
 Northeast Region  
 55 Great Republic Drive  
 Gloucester, MA 01930  
 Telephone: (978) 281-9370  
 VS

NOAA Form 3501-56A **2010 Fishing Year Permit**

GLEN LBGEYT  
 44 WEBBERS PATH  
 WEST YARMOUTH, MA 02673

F/V MORGAN I  
 Northeast Federal Permit Number: **150652**  
 Documentation/Registration Number: MS1174GL  
 Principal Port/State: HARWICH, MA

Fisheries Permitted	Date Issued: 03/17/10	Permit Valid To	Expiration
	Date	Date	Date
AMERICAN LOBSTER - NON - TRAP - 2010		05/01/2010	04/30/2011
ATLANTIC MACKEREL - 2010		05/01/2010	04/30/2011
BLACK SEA BASS - COMMERCIAL MORATORIUM - 2010		05/01/2010	04/30/2011
BLUEFISH - COMMERCIAL - 2010		05/01/2010	04/30/2011
MONKFISH - INCIDENTAL CATEGORY E - 2010		05/01/2010	04/30/2011
NE MULTISPECIES - INDIVIDUAL DAS - 2010		05/01/2010	04/30/2011
SKATE - 2010		05/01/2010	04/30/2011
SPINY DOGFISH - COMMERCIAL - 2010		05/01/2010	04/30/2011
SQUID/BUTTERFISH - INCIDENTAL - 2010		05/01/2010	04/30/2011
TILEFISH - COMMERCIAL/INCIDENTAL - 2010		05/01/2010	04/30/2011

**Maximum Trap Allocation (if applicable):**

(see reverse side for trap allocation information)

This permit is not valid unless signed. Knowingly and willfully falsifying material facts on this form may result in criminal liability (18 U.S.C § 1001)

Authorized Signature



**GB Cod Fixed Gear Sector, Inc.**  
 210-E Orleans Road  
 North Chatham, MA  
 02650  
 Phone: 508-945-2432  
 Fax: 508-945-0307  
 Email: [eric@ccchfa.org](mailto:eric@ccchfa.org)

According to the NMFS document entitled "Sector Operations Plan and Contract Requirements for Fishing Year 2011" as emailed to sector managers on August 19, 2010:

*For FY2011, sectors must also submit a document identifying the board of directors of the sector, and identifying any individuals able to act on behalf of the sector. This is necessary so that NMFS knows who to contact if the manager cannot be reached and from whom to accept official communications on the sector's behalf.*

Below, please find the information requested, current as of September 1, 2010. This list is subject to change prior to or after the commencement of the 2011 fishing year.

GB Cod Fixed Gear Sector Board of Directors (for FY2010)

Title	Name
Officer - President	Michael Russo
Officer - Vice President	Eric Hesse
Officer - Treasurer	James Nash
Officer - Clerk	James Eldredge
Director	Jan Margeson
Director	Peter Taylor
Director	Theodore Ligenza
Director	Michael Terrenzi
Director	Nicholas O'Toole

Individuals Authorized to Act on Behalf of the Sector

NAME	TITLE
Michael Russo	President, GB Cod Fixed Gear Sector Inc.
Karen Ryder	Sector Analyst, CCCHFA
Melissa Sanderson	Assistant Director, CCCHFA
Jeffrey Pike	CEO, Pike Associates
Donald Kassilke	Associate, Sher & Blackwell

# The Commonwealth of Massachusetts

**William Francis Galvin**

Secretary of the Commonwealth

One Ashburton Place, Boston, Massachusetts 02108-1512

## ARTICLES OF ORGANIZATION

(General Laws, Chapter 180)

Examiner

Name  
Approved

### ARTICLE I

The exact name of the corporation is:

GB COD FIXED GEAR SECTOR INC.

### ARTICLE II

The purpose of the corporation is to engage in the following activities:

1. To form a sector of Georges Bank cod fixed gear fishermen (the "Members") in order to receive from the National Marine Fisheries Service an aggregate allocation of Georges Bank cod that may be harvested by the Members.
  2. To manage the harvesting of the aggregate allocation of Georges Bank cod received from the National Marine Fisheries Service among its Members, in order to better the conditions of such Members and improve the efficiency of the harvesting of cod on Georges Bank.
  3. To encourage responsible hook and gillnet fishing methods in order to conserve fishery resources, protect essential fish habitat, advance and ensure the survival of sustainable fisheries and provide opportunities for young fishermen to enter the sector.
- To conduct such other activities in furtherance of the foregoing purposes as may be carried out by a corporation organized under the General Laws of Massachusetts, Chapter 180, and described in Section 501(c)(5) of the Internal Revenue Code.

C   
 P   
 M   
 R.A.

*Note: If the space provided under any article or item on this form is insufficient, additions shall be set forth on one side only of separate 8 1/2 x 11 sheets of paper with a left margin of at least 1 inch. Additions to more than one article may be made on a single sheet so long as each article requiring each addition is clearly indicated.*

P.C.

**ARTICLE III**

A corporation may have one or more classes of members. If it does, the designation of such classes, the manner of election or appointments, the duration of membership and the qualification and rights, including voting rights, of the members of each class, may be set forth in the by-laws of the corporation or may be set forth below:

**ARTICLE IV**

**\*\*Other lawful provisions, if any, for the conduct and regulation of the business and affairs of the corporation, for its voluntary dissolution, or for limiting, defining, or regulating the powers of the corporation, or of its directors or members, or of any class of members, are as follows:**

See Attached Continuation Sheet 4.

**ARTICLE V**

The by-laws of the corporation have been duly adopted and the initial directors, president, treasurer and clerk or other presiding, financial or recording officers, whose names are set out on the following page, have been duly elected.

**\*\*If there are no provisions, state "None".**

**Note: The preceding four (4) articles are considered to be permanent and may only be changed by filing appropriate Articles of Amendment.**



**Continuation Sheet 4**

1. In addition to the powers granted to the corporation by the General Laws of Massachusetts, Chapter 180, the corporation shall have and may exercise in furtherance of its corporate purposes each of the powers specified in Sections 9A and 9B of the Massachusetts General Laws, Chapter 156B.
2. The directors may make, amend or repeal the by-laws in whole or in part, except with respect to any provision thereof which by law or the by-laws requires action by the Members.
3. Notwithstanding anything to the contrary herein provided, the corporation is organized and shall be operated exclusively for the betterment of the conditions of the Members and the development of a higher degree of efficiency in the harvesting of Georges Bank cod, pursuant to Section 501(c)(5) of the Internal Revenue Code. All powers of this corporation shall be exercised only in such manner as will assure the operation of this corporation exclusively for said purposes, it being the intention that this corporation shall be exempt from federal income tax pursuant to said Section of said Code, and all purposes and powers herein shall be interpreted and exercised consistently with this intention.
4. No part of the net earnings of the corporation will inure to the benefit of, or be distributed to its Members, directors, officers, or individuals, except that the corporation shall be authorized and empowered to pay reasonable compensation for services actually rendered and to make payments and distributions in furtherance of the corporation's purposes set forth in Article II of these Articles of Organization.
5. Except as may be otherwise provided by law, the corporation may at any time authorize a petition for its dissolution to be filed with the Supreme Judicial Court of the Commonwealth of Massachusetts by the affirmative vote of a majority of the Members of the corporation; provided, however, that in the event of any liquidation, dissolution, termination, or winding up of the corporation (whether voluntary, involuntary, or by operation of law) the property or assets of the corporation remaining after providing for the payment of its debts and obligations shall be conveyed, transferred, distributed, and set over outright to one or more organizations created and organized for nonprofit purposes similar to those of the corporation, which qualify as exempt from federal income tax under section 501(c)(5) of the Internal Revenue Code, as a majority of the total number of Members of the corporation may by vote designate and in such proportions and in such manner as may be determined in such vote.



**ARTICLE VI**

The effective date of organization of the corporation shall be the date approved and filed by the Secretary of the Commonwealth. If a *later* effective date is desired, specify such date which shall not be more than *thirty days* after the date of filing.

**ARTICLE VII**

The information contained in Article VII is not a permanent part of the Articles of Organization.

a. The street address (post office boxes are not acceptable) of the principal office of the corporation *in Massachusetts* is:

210 Orleans Road, N. Chatham, MA 02650

b. The name, residential address and post office address of each director and officer of the corporation is as follows:

	NAME	RESIDENTIAL ADDRESS	POST OFFICE ADDRESS
President:	Stuart Tolley	12 Cynthia Drive, Chatham, MA 02633	Same
Treasurer:	John Our	169 Indian Hill Road, Chatham, MA 02633	Same
Clerk:	Robert St. Pierre	19 Jaybird Lane, West Yarmouth, MA 02673	Same
Directors: (or officers having the powers of directors)	Stuart Tolley	12 Cynthia Drive, Chatham, MA 02633	Same
	Jan Margeson	893 Slough Road, West Yarmouth, MA 02673	Same
	Robert St. Pierre	19 Jaybird Lane, West Yarmouth, MA 02673	Same
	John Our	169 Indian Hill Road, Chatham, MA 02633	Same
	Kenneth Tolley	35 Spring Hill Road, North Chatham, MA 02650	Same
	Edward Mallowes	20 Pond View Avenue, Chatham, MA 02633	Same
	John Tuttle	34 Marion Lane, North Chatham, MA 02650	Same

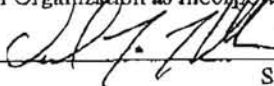
c. The fiscal year of the corporation shall end on the last day of the month of: December

d. The name and business address of the resident agent, if any, of the corporation is:

CT Corporation System, 101 Federal Street, Boston, Massachusetts 02110

I/We, the below signed incorporator(s), do hereby certify under the pains and penalties of perjury that I/we have not been convicted of any crimes relating to alcohol or gaming within the past ten years. I/We do hereby further certify that to the best of my/our knowledge the above-named officers have not been similarly convicted. If so convicted, explain.

IN WITNESS WHEREOF AND UNDER THE PAINS AND PENALTIES OF PERJURY, I/we, whose signature(s) appear below as incorporator(s) and whose name(s) and business or residential address(es) are clearly typed or printed beneath each signature, do hereby associate with the intention of forming this corporation under the provisions of General Laws, Chapter 180 and do hereby sign these Articles of Organization as incorporator(s) this 16<sup>th</sup> day of April, 20 07.

 Donald J. Kassilke

Sher & Blackwell LLP

1850 M Street, NW

Washington, D.C. 20036

*Note: If an existing corporation is acting as incorporator, type in the exact name of the corporation, the state or other jurisdiction where it was incorporated, the name of the person signing on behalf of said corporation and the title he/she holds or other authority by which such action is taken.*

THE COMMONWEALTH OF MASSACHUSETTS

ARTICLES OF ORGANIZATION

(General Laws, Chapter 180)

I hereby certify that, upon examination of these Articles of Organization, duly submitted to me, it appears that the provisions of the General Laws relative to the organization of corporations have been complied with, and I hereby approve said articles; and the filing fee in the amount of \$ \_\_\_\_\_ having been paid, said articles are deemed to have been filed with me this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_.

Effective date: \_\_\_\_\_

WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth

TO BE FILLED IN BY CORPORATION

Contact information:

CT Corporation System

155 Federal Street, Suite 700

Boston, Massachusetts 02110

Telephone: (617) 657-6400

Email: \_\_\_\_\_

A copy this filing will be available on-line at [www.state.ma.us/sec/cor](http://www.state.ma.us/sec/cor) once the document is filed.