

1 NOW, THEREFORE, in consideration of the mutual agreements, covenants, rights and
2 obligations set forth in this Agreement, the benefits to be derived therefrom and other
3 good and valuable consideration, the receipt and sufficiency of which are hereby
4 acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:
5

6 **Article I. Representations and Warranties of the Members.** As of the date hereof,
7 each of the Members represents and warrants to the other Members and the Sector that:
8

9 Section 1.01. Eligibility. Each Member has been issued a valid limited access
10 multispecies permit with documented landings of Groundfish between May 1, 1996, and
11 April 30, 2007, which are the 1996 through 2006 fishing years (such period of time shall
12 hereinafter be referred to as the “Qualifying Period”). Each permit that the Member
13 intends to enroll in the Sector is listed below such Member’s name on the signature pages
14 attached hereto identified by the Moratorium Right Identifier (MRI)(each, a “Permit”).
15 Exhibit D includes a list of all Sector vessels, an indication of whether the vessel will
16 fish, and all of the state and federal permits held by members with an indication whether
17 or not those permits are enrolled in any Sector or the Common Pool. Notwithstanding the
18 list of participating vessels set forth in Exhibit D, for purposes of this Agreement,
19 “Participating Vessel” shall mean the vessel to which a Member’s Permit applies at any
20 given time.
21

22 Section 1.02. Organization and Authority. Each Member (i) to the extent that it is an
23 entity, is duly organized, validly existing and in good standing in its state of organization
24 and (ii) has all authority, corporate or otherwise, to enter into this Agreement on its own
25 behalf and on behalf of the Participating Vessels that it represents. This Agreement
26 constitutes a legally valid and binding obligation of each Member, enforceable against
27 such Member in accordance with its terms. Each of the Members represents that its
28 Participating Vessel(s) and Permit(s) have no sanctions or other restrictions against them
29 that would prevent such Participating Vessels and Permits from enrolling in the Sector
30 and/or complying with the terms of this Agreement.
31

32 **Article II. Membership**

33 Section 2.01. Voluntary Membership. Participation in the Sector is completely
34 voluntary among the Members, their Permits, and the related Participating Vessels.
35

36 Section 2.02. Scope of Membership Obligations. The obligations of the Members set
37 forth in this Agreement shall only apply to the Permits and Participating Vessels (and not
38 to any other permits or vessels owned by the Members that are not enrolled in the Sector
39 pursuant to the terms hereof) to the extent that such Permits or Participating Vessels are
40 fishing commercially with gear that is capable of harvesting Groundfish. Notwithstanding
41 the foregoing, the Members acknowledge and agree that the Sector and its Members may,
42 from time to time, be permitted to participate in certain Special Access Programs (each a
43 “SAP”) and that it may be necessary to expand the scope of the membership obligations
44 hereunder, in order to ensure that the Sector and its Members are in compliance with the
45 rules and regulations relating to each such SAP. Therefore, the Members hereby agree to
46 execute any amendments or supplements to this Agreement, which may reasonably be

1 requested by the Sector or the Sector Manager in order to comply with the rules and
2 regulations relating to any such SAP, including, without limitation, any amendments or
3 supplements that expand the scope of the membership obligations hereunder to apply to
4 vessels and/or permits that are not enrolled in the Sector.

5
6 **Section 2.03. Length of Commitment.** Each Member hereby agrees to cause each of its
7 Permits and the related Participating Vessels enrolled in the Sector at the beginning of the
8 fishing year following the date on which such Member enrolled in the Sector to remain
9 enrolled in the Sector for that entire (one) fishing year (the “Commitment Period”);
10 provided, however, that if the Members seek to extend the terms of this Agreement
11 consistent with Article IX below and NMFS does not approve the Sector’s Operations
12 Plan and Agreement, as the same may be amended, for the subsequent fishing year, then
13 the obligation of such Member under this Section 2.03 shall terminate on the last day of
14 the existing Commitment Period. Each Member further agrees that if its Permit leaves
15 the Sector for any reason during the Commitment Period, or beginning for fishing years
16 2013 and beyond fails to notify the Manager of intent to leave Sector by the December 1
17 preceding the start of the next fishing year, (i) such Member shall be subject to the
18 penalty or penalties described on the Schedule of Penalties (as hereinafter defined), and
19 (ii) such Member, its Permit and the related Participating Vessel shall be ineligible to
20 participate in the Sector for a period of up to five [5] years following the date of such
21 departure from the Sector as determined by the Board. Each Member acknowledges and
22 agrees that 50 CFR Part 648.87 requires that each of its Permits and the related
23 Participating Vessels must remain in the Sector for the entire fishing year in which such
24 Permits and/or Participating Vessels are enrolled in the Sector, and that each Member’s
25 Participating Vessels may not fish outside the Sector under a multispecies DAS program
26 during any fishing year in which its Permits and/or Participating Vessels are enrolled in
27 the Sector.

28
29 **Section 2.04. New Members.** The owner of a permit that is eligible under the criteria set
30 forth in Section 1.01 hereto, but that is not enrolled as a Member (and/or whose permit is
31 not so enrolled) may apply to the Board (as hereinafter defined) for membership in the
32 Sector. For fishing year 2012 and thereafter, such application shall be made in writing no
33 later than 30 calendar days prior to the December 1 for the fishing year in which he
34 wishes to enroll and shall include evidence of eligibility. The Board shall, in its
35 reasonable discretion, determine whether the applicant shall be admitted as a Member of
36 the Sector and/or its permit included as a Permit. Notwithstanding the foregoing, no such
37 admission shall be effective until such new Member has agreed in writing to be bound by,
38 and to cause its Permit and Participating Vessel to comply with, the terms of this
39 Agreement, and until the provisions of this Agreement shall have been amended or
40 modified to reflect such additional Member, Permit and/or Participating Vessel.

41
42 **Section 2.05. Permit Transfers.** Each Member agrees that so long as it is a party to this
43 Agreement, such Member (i) shall not have the authority to sell, lease or transfer the
44 ownership of its Permit to a party that is not or does not agree in writing to be bound by
45 this Agreement for the remainder of the fishing year in which such sale, lease or transfer
46 is to occur, (ii) shall not transfer, lease or assign any days-at-sea allocated to its Permit by

1 NMFS to any permit not enrolled in a sector, and (iii) shall comply with the right of first
2 refusal provisions of Section 2.08 hereof prior to the consummation of any proposed sale,
3 lease or transfer permitted hereunder. To the extent that a Member sells, leases or
4 transfers its Permit to another individual or entity (a “Transferee”) in compliance with the
5 foregoing, then (a) such Transferee shall only be permitted to participate in the Sector for
6 the remainder of the fishing year in which the transfer occurred (the “Transfer Year”) and
7 (b) prior to the commencement of the fishing year immediately following the Transfer
8 Year, the Transferee must apply for admission to the Sector pursuant to the provisions of
9 Section 2.04 hereof in order to be admitted to the Sector as a Member. For the avoidance
10 of all doubt, for the purposes of calculating a Member’s Commitment Period under
11 Section 2.03 hereof, no portion of a Transfer Year shall be included in such calculation.
12

13 **Section 2.06. Membership Dues.** The Sector may, to the extent necessary for the
14 payment of the costs and expenses associated with the administration and management of
15 the Sector (including the payment of the Manager’s salary or at sea monitoring costs),
16 require payment by the Members of annual membership dues and/or poundage fees.
17 Such annual membership dues and/or poundage fees shall be fixed by resolution of the
18 Board on a fair and equitable basis prior to the commencement of the applicable fishing
19 year or at such other time as the Board may deem necessary or appropriate.

20 **Section 2.07. Member Training.** Each new Member shall participate in training in the
21 Sector’s operation plan, harvest plan, bylaws, and other rules prior to the start of the
22 fishing year for which he shall enroll for the first time. Such training shall be led by the
23 Sector Manager and may involve other qualified persons as determined by the Sector
24 Manager or Board.
25

26 **Section 2.08. Right of First Refusal for External Permit Transfers.** In the event that
27 any Member (a “Transferring Member”) at any time proposes to sell, transfer or lease (a
28 “Transfer”) his Permit to any proposed Transferee outside of the sector who shall make a
29 good faith, bona fide written offer therefore (a “Bona Fide Offer”), then the Transferring
30 Member shall first deliver to the Sector for distribution to its Members a written notice
31 (“First Refusal Notice”) that the Transferring Member proposes to make such Transfer,
32 which First Refusal Notice shall (i) state the identity of the prospective Transferee, (ii)
33 state the amount of consideration for the Permit and the material terms and conditions
34 upon which the proposed Transfer is to be made (the date on which the Sector receives
35 the First Refusal Notice being the “First Refusal Notice Date”), (iii) represent that the
36 Bona Fide Offer is an actual bona fide offer, and (iv) include a copy of any written
37 proposal, letter of intent or other agreement relating to the Bona Fide Offer. The Bona
38 Fide Offer must have a monetary amount attached to it. The Sector or any Member shall
39 have a period of 7 calendar days following the First Refusal Notice Date (the “Election
40 Period”) in which to elect to purchase or lease the Permit at the price and subject to the
41 same terms and conditions set forth in the First Refusal Notice (Or an equal monetary
42 value if other material goods or services are involved in the trade) . The Sector or
43 Member shall exercise the right to purchase or lease such Permit by delivering a written
44 notice (“Election Notice”) to the Transferring Member or Sector Manager within the
45 Election Period. In the event that the Sector or member desires to purchase the Permit,
46 then the parties shall schedule a closing for the payment for, and the delivery of, the

1 Permit, which shall be no later than 90 calendar days after the First Refusal Notice Date.
2 The Transferring Member agrees to enter into and deliver an agreement for the benefit of
3 the Sector or Member, containing standard and customary representations, warranties,
4 covenants and indemnities by the Transferring Member for the benefit of the Sector. If
5 the Sector or Member has not elected to purchase the Permit within the Election Period,
6 then the Transferring Member is free to Transfer the Permit to the Transferee; provided
7 that such Transfer is on the terms and conditions specified in the First Refusal Notice. If
8 the proposed Transfer is not consummated within 90 calendar days following the
9 termination of the Election Period, the Transferring Member may not Transfer the Permit
10 without complying again with all the provisions of Section 2.05 and this Section 2.08.
11

12 **Section 2.09. Right of First Refusal for ACE Transfers.** In the event that any Member
13 at any time proposes to sell, transfer or lease any portion of his ACE to any proposed
14 Transferee who shall make a good faith, bona fide written offer therefore, then the
15 Transferring Member shall first deliver to the Sector for distribution to its Members a
16 written notice that the Transferring Member proposes to make such Transfer, which First
17 Refusal Notice shall (i) state the identity of the prospective Transferee, (ii) state the
18 amount of consideration for the ACE and the material terms and conditions upon which
19 the proposed Transfer is to be made, (iii) represent that the Bona Fide Offer is an actual
20 bona fide offer, and (iv) include a copy of any written proposal, letter of intent or other
21 agreement relating to the Bona Fide Offer. The Bona Fide Offer must have a monetary
22 amount attached to it. The Sector or any Member shall have a period of 7 calendar days
23 following the First Refusal Notice Date in which to elect to purchase or lease the ACE at
24 the price and subject to the same terms and conditions set forth in the First Refusal Notice
25 (Or an equal monetary value if other material goods or services are involved in the trade).
26 The Sector or Member shall exercise the right to purchase or lease such ACE by
27 delivering a written notice to the Transferring Member within the 7 day Election Period.
28 In the event that the Sector or Member desires to purchase or lease the ACE, then the
29 parties shall establish any necessary additional terms and conditions related to the
30 transfer, including a schedule for payment, within a reasonable amount of time. If the
31 Sector or Member has not elected to purchase or lease the ACE within the Election
32 Period, then the Transferring Member is free to Transfer the ACE to the Transferee;
33 provided that such Transfer is on the terms and conditions specified in the First Refusal
34 Notice. If the proposed Transfer to the Sector or Member is not consummated within a
35 reasonable amount of time after the close of the Election Period, then Transferring
36 Member may Transfer the ACE upon complying again with all the provisions of this
37 Section 2.09. All ACE transfers must also comply with Section 4.09 below, including
38 those requirements for Board and NMFS approval.
39

40 **Section 2.10. Release of Confidential Data.** Pursuant to section 402(b)(1)(F) of the
41 Magnuson-Stevens Fishery Conservation and Management Act, 16 U.S.C
42 §1881a(b)(1)(F), the undersigned hereby authorizes the release to the manager of Maine
43 Coast Community Sector of information that may be or is considered to be confidential or
44 privileged by the Magnuson-Stevens Act or other federal law regarding the catch of all
45 species (both federal and state managed) associated with the Moratorium Right
46 Identifiers (MRIs) enrolled in the sector submitted to the National Marine Fisheries

1 Service that the undersigned has authority to access. This information includes data
2 required to be submitted or collected by NMFS, including but not limited to days-at-sea
3 allocation and usage, vessel trip reports, dealer reports, Northeast Fishery Observer
4 Program data, catch and landings history data, historic landings, at-sea monitoring data,
5 and all other information associated with the vessel, MRI #, and/or permit records.
6

7 In addition to the Sector Manager, the Sector Data Specialist and the Fisheries Program
8 Coordinator may be allowed access to this data for specific projects as approved by the
9 Sector Manager.
10

11 **Article III. ADMINISTRATION**

12 Section 3.01. **Sector Manager.** The Board of Directors (the “Board”) of the Sector
13 shall appoint a manager of the Sector (the “Manager”), which Manager shall have the
14 authority to manage the day-to-day business of the Sector and to act as its designated
15 agent for service of process. Ben Martens of Topsham, Maine, is the current agent for
16 service of process and will continue in that role if appointed Manager, as anticipated.
17

18 Section 3.02. **Manager Authority.** The Manager shall have the authority (i) to monitor
19 the activities of the Members and the Participating Vessels and to take other similar
20 actions as may be necessary to ensure compliance by the Members and their Permits and
21 Participating Vessels with this Agreement and other Sector requirements as may be
22 adopted under the terms of this Agreement or the Sector’s Bylaws, as well as applicable
23 laws, rules and regulations, and (ii) subject to the authority and direction of the Board or
24 a committee delegated thereby pursuant to this Agreement, the Sector’s Bylaws or any
25 other agreement relating to the Sector’s internal governance, to enforce this Agreement,
26 including specifically, without limitation, the authority to impose “stop fishing” orders
27 and penalties as set forth in the Schedule of Penalties (as hereinafter defined). The
28 Manager shall also act as the liaison between NMFS and the Sector.

29 Section 3.03. **Infractions Committee.** The Board shall appoint an infractions
30 committee (“Infractions Committee”) consisting of a minimum of three Members. Such
31 Infractions Committee shall include at least one Member from each of the primary gear
32 types in the Sector (currently trawl and gillnet), shall include at least one member whose
33 home port is north of Portland and one whose home port is south of Portland, and no
34 Infractions Committee member shall be on the Board. The Infractions Committee shall
35 ensure fair, consistent and appropriate enforcement of this Agreement, the Harvesting
36 Rules, the ACE (as hereinafter defined) requirements set forth on Exhibit B hereto, the
37 Plan, Amendment 16, and other Sector requirements as may be adopted under the terms
38 of this Agreement or the Sector’s Bylaws. The Infractions Committee is responsible for
39 reviewing the “Schedule of Penalties” attached as Exhibit A and shall either approve it
40 or, if it determines appropriate, it shall prepare and recommend changes to the Board for
41 its approval. The Schedule of Penalties shall address any unauthorized fishing activities
42 (whether under applicable laws, rules and regulations or otherwise) and violations of this
43 Agreement, the Harvesting Rules, the ACE requirements, the Plan, Amendment 16, and
44 other Sector requirements as may be adopted under the terms of this Agreement or the
45 Sector’s Bylaws. Such schedule of penalties may be based on reductions in ACE instead

1 of or as an alternative to dollars amounts. The Board shall review and approve any
 2 Schedule of Penalties prepared and recommended by the Infractions Committee prior to
 3 the commencement of the fishing year for which such Schedule of Penalties has been
 4 prepared. In addition, the Infractions Committee shall have the authority to take any
 5 number of enforcement measures against the Members for the non-payment of
 6 membership dues and/or poundage fees. Such enforcement measures may include
 7 requesting expulsion of the violating Member under Section 8.02 and issuing a stop
 8 fishing order against such Member.

9 **Section 3.04. Procedures for Investigations.** In addition to the Manager’s authority
 10 described in Section 3.02 hereof, the Manager may, on his own, and shall, at the request
 11 of the Board or a Member, request that the Infractions Committee conduct an
 12 investigation of possible infractions of the Agreement, the Harvesting Rules, the Plan,
 13 Amendment 16, or other Sector requirements as may be adopted under the terms of this
 14 Agreement or the Sector’s Bylaws, by calling a meeting of the Infractions Committee and
 15 presenting it with the information that is the basis for the Manager’s or Member’s opinion
 16 that an infraction occurred. The Infractions Committee shall operate as a “blind”
 17 committee, such that the identity of the Member, Permit and/or Participating Vessel
 18 under consideration shall only be known to the Manager. The Committee may assign a
 19 number of its members, which constitutes no more than 50% of the Infractions
 20 Committee, to investigate the matter further and to recommend action, if any, to the full
 21 Infractions Committee. Such committee member assignments shall be rotated. If, upon
 22 the conclusion of such investigation, the Infractions Committee determines by an
 23 affirmative vote of a majority (51%) of its members that a violation of this Agreement,
 24 the Harvesting Rules, the Plan, Amendment 16, or other Sector requirements (as may be
 25 adopted under the terms of this Agreement or the Sector’s Bylaws) has occurred, it may,
 26 and is hereby given the authority to impose penalties consistent with those prescribed in
 27 the Schedule of Penalties, (ranging from letters of warning to fines or reductions in ACE,
 28 to stop fishing orders) or to recommend expulsion of the Member. The Infractions
 29 Committee shall exercise all reasonable efforts to ensure that penalties and settlements
 30 are commensurate with the nature and extent of the violation, are designed to further the
 31 purposes of the Sector, Plan, and Amendment 16, and are uniform with those reached in
 32 similar circumstances. All appeals from such Infractions Committee action shall be taken
 33 in accordance with Section 7.05 hereof. Each of the Members agrees to cooperate fully
 34 with the Manager and the Infractions Committee in such investigations and procedures
 35 (including cooperation with any requests for information or data that may be made by the
 36 Manager or the Infractions Committee).

37 **Section 3.05. Sector Weekly and Daily Catch Reports** The sector will submit required
 38 reports using the format and procedure prescribed by NMFS. The Manager will retain
 39 and maintain all sector data, paper and electronic, and shall, on a weekly basis, transmit
 40 to NMFS catch reports providing data required by NMFS that includes, but are not
 41 limited to, (i) catch data by cumulative live weight landings and discards by stock,
 42 statistical area, and status of ACE for each of the stocks allocated to the Sector; (ii)
 43 administrative data including week ending date, number of trips, gear used, submission
 44 date of report, and whether the record was new or updated; (iii) observer data including
 45 data collected on an observed trip by a Northeast Fisheries Observer Program Observer,

1 and shall extrapolate that across the entire Sector (cumulative) in the manner prescribed
2 by NMFS; (iv) monitoring data including catch data collected on monitored trips by
3 independent, third-party catch monitors, with extrapolation across the entire Sector
4 (cumulative) in the manner prescribed by NMFS; (v) issues regarding data discrepancies,
5 such as outstanding catch records and any actions being taken to resolve such
6 discrepancies, (vi) any enforcement or compliance issues, including issues that were
7 resolved or issues under investigation (unless administrative only), and (vii) a list of
8 vessels landing during the week, a summary of the at sea monitoring effort that includes
9 the vessels monitored, the date and location of monitoring, and any discrepancies
10 observed.

11
12 This information will be organized and contained in the following weekly reports:

- 13
14 • Sector Manager ACE Status Report: The ACE Status Report provides the
15 sector managers ACE status calculations. This will allow NMFS to cross-
16 check totals, as stipulated in Amendment 16. Information includes the
17 original ACE at the start of the fishing year, the current ACE, harvested
18 ACE, and the percent harvested to date.
- 19 • Sector Manager Detail Report: The Sector Manager Detail Report
20 includes information down to the sub-trip level about each sector trip for a
21 given week, regardless of the completeness of the data. The information
22 will include stock, gear, mesh categories, landing amounts, discards, and
23 total catch.
- 24 • Sector Manager Trip Issue Report: The Sector Manager Trip Issue Report
25 provides information about sector trips for a given week that have
26 enforcement, data quality, or other issues. The sector manager will submit
27 one Issue Report per reporting period. Weekly reports must include any
28 enforcement or reporting compliance issues, including violations of sector
29 operations plans (exclusive of defined administrative provisions),
30 violations of regulations, or general problems with monitoring or sector
31 operations during the reporting period.

32
33 The reporting frequency for the sector manager's ACE Status Report will be increased to
34 daily when 90% of any of the sector's ACEs is reached. An alternative threshold for
35 increasing reporting frequency may be implemented during FY 2013 if agreed upon by
36 the sector and NMFS. The Manager shall include in such notice whether it intends to
37 distribute the ACE reserve, consistent with sections 4.03 and 4.04.

38
39 The Sector manager (or his/her designated representative) will derive stock specific
40 discards for each trip. If the trip is observed by either an at-sea monitor or a Northeast
41 Fisheries Observer Program (NEFOP) observer, discards will be derived based on data
42 collected during that trip and will account for all hauls (observed and unobserved) on that
43 trip. If the trip is not observed, discards will be derived using the NMFS-provided discard
44 rate resulting from the NMFS method to estimate 'in-season' discard rates.

1 The Sector will submit all data quality issues through the NMFS JIRA issue tracking
 2 application for research and correction.

3
 4 **Section 3.06. Annual Report.** The Manager shall prepare and submit to the Council
 5 and NMFS an annual year-end report on the fishing activities of its Members, including
 6 the harvest levels of all species by Sector vessels (landings and discards by gear type), the
 7 number of sector vessels that fished for regulated groundfish, and the permit and MRI
 8 numbers associated with those vessels (except when this would violate protection of
 9 confidentiality), the number of vessels that fished for other species, the method used to
 10 estimate discards, the landing ports used by Sector vessels while landing regulated
 11 groundfish, any enforcement actions taken against the Members, and other relevant
 12 information required by the Regional Administrator to evaluate the Sector’s performance,
 13 within 60 days of the end of the fishing year.

14
 15 **Section 3.07. Sector Board.** For FY 2013, the MCCS board of directors, officers, and
 16 attorney are listed below. If the Manager (Ben Martens) cannot be reached NMFS may
 17 contact Gerry Cushman with any sector-related business. If Mr. Cushman cannot be
 18 reached any of the officers or the MCCS attorney may then be contacted regarding
 19 sector-related business. NMFS may receive official communications on the sector’s
 20 behalf from these same individuals.

21
 22 MCCS Board of Directors:

- 23 • Vincent Balzano
- 24 • Bryan Bichrest
- 25 • Gerry Cushman
- 26 • Joe Nickerson
- 27 • Geoff Smith
- 28 • Gary Libby
- 29 • Knoep Nieuwkerk

30
 31 MCCS Attorney
 32 Roger Fleming, Attorney

33
 34 **Section 3.08. Sector Points of Contact.**

Sector Communications Contacts for Maine Coast Community Sector Fishing Year 2013							
Name	Title	Responsibility	Email	Phone	Streets Address	City/State	Zip
Ben Martens	Manager	Day-to-day sector operations, policy issues, outreach	ben@mainecoastfishermen.org	207.619.1755	PO Box 112	Topsham, ME	04086
	Data Specialist	Data management and reporting					
Lucy Van Hook	Fisheries Program Coordinator	Alternative Contact	Lucy@mainecoastfishermen.org	207.370.9456	PO Box 112	Topsham, ME	04086
	Board Liaison	Board Contact (Emergencies)					

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Article IV. ALLOCATION AND HARVEST

Section 4.01. Sector Allocation. The Sector will be allocated an Annual Catch Entitlement (“ACE”) of all allocated groundfish stocks consistent with Amendment 16 and as set forth in Exhibit B hereto. Sector ACE for each groundfish stock will be based on the landings history of each permit during the time period FY1996-FY2006, except for GB Cod, which is allocated to certain permit/MRIs based on FY1996-FY2001 (see Amendment 16).

Section 4.02. Annual Distribution, Consolidation, and Harvest. Each Member hereby acknowledges and agrees that the aggregate allocation of Groundfish authorized by Amendment 16 and NMFS to the Sector (“Sector ACE”) shall be harvested in accordance with the Harvesting Rules, which are set forth as Exhibit C hereto, and the provisions for allocation set forth in Exhibit B hereto. Consistent with Exhibit B, prior to the commencement of the Fishing Year, the Board shall make an initial distribution of the Sector’s ACE to members based on the Members’ fishing history (“Individual ACE”). After the initial allocation of ACE is made, and at any time during the fishing year, Members are free to transfer, lease, or sell any Individual ACE to any other Member consistent with Section 4.09. Members with or without ownership interests in multiple Permits may consolidate ACE to harvest from a single or fewer vessels, provided that the Manager is notified and consents to such transfer. See Section 5.10 for further discussion regarding redistribution of ACE, and Exhibit B and Table B.3 for further discussion regarding consolidation of ACE.

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 Groundfish equal to, but not greater than, the Sector ACE, as further set forth on Exhibit C, and (ii) to comply with all of the other Sector requirements set forth in Exhibit B and Exhibit C hereto. If at any time during the fishing year the Board determines that the Sector ACE may not be fully harvested, the Board shall, subject to the provisions of this Section 4.02, seek to redistribute the Sector ACE, through Individual ACE, monthly Sector ACE targets or otherwise, to ensure that the Sector ACE is fully harvested. In addition, to the extent that the Sector 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 Sector ACE through adjustments to Individual ACE, monthly quotas, or otherwise, to ensure that the adjusted Sector ACE is properly harvested by the Members.

Section 4.03. Sector ACE Reserve. Each Member agrees that the Board may, in its sole discretion, establish a reserve of each Groundfish species in order to ensure that the Sector remains in compliance with its Sector ACE limit; provided, however, that such reserve shall not exceed 10 percent (10%) of the Sector ACE. The amount of the reserve shall be deducted from the Sector ACE before such Sector ACE is distributed among the Members, their Permits and their Participating Vessels through Individual ACE, monthly

1 quota targets, or otherwise.

2
3 **Section 4.04. Distribution of Sector ACE Reserve.** If the Board, subsequent to the
4 establishment of a reserve pursuant to Section 4.03 hereof, determines that the Sector
5 ACE, as adjusted pursuant to Section 4.03, will be harvested by the Participating Vessels,
6 the Board shall release and authorize the harvesting of the reserve by the Members. Such
7 release and authorization shall be conducted in a manner consistent with all other
8 requirements herein and any additional Board requirements approved as part of the
9 authorization in order to ensure the Sector ACE is not exceeded.

10
11 **Section 4.05. Research Reserve.** Each Member agrees that the Board may establish a
12 reserve of ACE for each Groundfish species for purposes related to research. The terms
13 and conditions for the distribution of ACE placed into the reserve shall be established
14 through an agreement between the Board and the Member(s) electing to place ACE in the
15 reserve. The amount of the reserve shall not exceed the ACE of such Member(s), their
16 Permits, and their participating Vessels, and shall be deducted from the Sector ACE
17 before such Sector ACE is distributed through Individual ACE or otherwise.

18
19 **Section 4.06. Distribution of Research Reserve.** The Board, subsequent to the
20 establishment of a Research Reserve pursuant to Section 4.05 hereof, shall release and
21 authorize the harvesting of the Research Reserve by the Members as specified in the
22 agreement(s) establishing such reserve. Such release and authorization shall be
23 conducted in a manner, consistent with this plan, that continues to ensure the Sector ACE
24 is not exceeded.

25
26 **Section 4.07. Monitoring Costs Reserve.** Each Member agrees that the Board may
27 establish a reserve of ACE for each groundfish species for purposes related to monitoring
28 costs. The terms and conditions for the distribution of ACE placed into the reserve shall
29 be established through an agreement between the Board and the Member(s) electing to
30 place ACE in the reserve. The amount of the reserve shall not exceed the ACE of such
31 Member(s), their Permits, and their participating Vessels, and shall be deducted from the
32 Sector ACE before such Sector ACE is distributed through Individual ACE or otherwise.

33
34
35 **Section 4.07. Fishing History in Sector.** The Members agree that any fishing history,
36 which is accumulated or established using the Individual ACE attributed to a Member's
37 Permit while it is participating in the Sector (the "Sector History"), shall be attributed to
38 such Member's Permit, and not to any other permits. The Members further agree that
39 any future allocations of Groundfish made within the Sector shall be based on the fishing
40 history of the Members' Permits that is accumulated during the relevant Qualifying
41 Period.

1 Section 4.08. Non-Prejudicial. It is the intent of the Members that the allocation of
2 ACE to any Member's Permit related to the Qualifying Period, derived from reports to
3 NMFS prior to joining the Sector, shall not be diminished or penalized as a result of
4 participation in the Sector in lieu of participation in the multispecies DAS program.
5

6 Section 4.09. ACE Transfer/Carryover. The Sector may carry up to 10 percent of its
7 unused ACE forward into the next fishing year. Participating Vessels and/or Permits may
8 transfer Individual ACE to other Participating Vessels and/or Permits, or otherwise pool
9 or redistribute Individual ACE, provided that the Manager is notified and consents to
10 such transfer.
11

12 There is no limit on the amount of ACE that can be transferred between Sectors. This
13 exchange can occur at any time during the fishing year and up to 2 weeks into the
14 following fishing year. Members must notify the Manager prior to requesting a transfer
15 of ACE to another Sector and such request must be approved by the Board prior to the
16 Sector transmitting the ACE transfer request to NMFS. The transfer does not become
17 effective until approved by NMFS and both Sectors are notified.
18

19 Since ACE transfers may take place after fishing has commenced and it will not be clear
20 whether sectors are able to balance overages by acquiring ACE until all transfers have
21 been processed, the Sector recognizes that NMFS will hold 20 percent of the Sector ACE
22 for each stock in reserve until 61 days after the beginning of the fishing year in order to
23 ensure that sectors will have sufficient ACE to balance overages from the previous year.
24

25 Section 4.10. ACE Overages. Any Sector ACE overage that is not accounted for
26 through a subsequent ACE transfer will be considered a violation of the Plan and
27 regulations. NMFS may hold Members and the Sector jointly and severally liable for
28 such overage as indicated in Article VII below. If the Sector or a Member exceeds its or
29 their allocation, the overage will be deducted the following year on a pound for pound
30 basis, after accounting for any transfers. A permanent reduction in Sector ACE will
31 follow any vessels that leave the Sector.
32

33 The Harvest Rules, Exhibit C, show how the Sector plans to avoid exceeding its ACE,
34 along with actions to be taken should the ACE be exceeded. Overage penalties are
35 identified in the schedule of penalties (Exhibit A). NMFS will withhold 20 percent of the
36 Sector ACE at the beginning of the fishing year for a period of 61 days to allow time to
37 process any end-of-year transfers of ACE and to determine whether any reductions in
38 ACE are necessary due to overage in the previous year.
39

40 If an overage occurs and a vessel(s) leaves the Sector but the remaining vessels have
41 enough ACE to cover the overage deduction, the impacts on departing Members will be
42 determined by the Infractions Committee and Board.
43

44 If an overage occurs and the Sector disbands completely each permit will receive a
45 percentage reduction in DAS equal to the maximum percentage overage of the Sector
46 (e.g. The Sector goes over by 5% on stock A and 10% on stock B, therefore each permit

1 receives a 10% DAS reduction).

2
3 If a vessel causes a Sector ACE overage, leaves the Sector, and there is insufficient ACE
4 in year 3 to cover the year 2 overage, consistent with Amendment 16 there will be a
5 pound-for-pound penalty applied to that permit in the new Sector or a percentage DAS
6 reduction if the Member joins the Common Pool.

7
8 **Section 4.11 Non-target Fisheries.** The M CCS will undertake measures to avoid or
9 minimize catching groundfish in non-groundfish fisheries participated in by sector
10 vessels by adhering to all monitoring and reporting requirements, using gear that
11 minimizes groundfish bycatch such as nordmore grates and topless trawls in the shrimp
12 fishery, and adjusting its fishing patterns (time and area restrictions) or its gear at the
13 request of the Sector Manager if groundfish catch approaches either an individual's or the
14 Sector's ACE. If at any point an individual or the Sector does not have ACE available
15 and groundfish catch cannot be avoided in a non-groundfish fishery for which there is not
16 a separate sub-ACL of groundfish, then its vessels shall not participate in such fisheries.

17
18 **Article V. ADDITIONAL MEMBERSHIP REQUIREMENTS, RESTRICTIONS,**
19 **AND EXEMPTIONS**

20 **Section 5.01. Letters of Authorization and Proof of Sector Membership.** Upon
21 approval, each sector vessel will be issued a Letter of Authorization (LOA) specifying
22 any exemptions from Federal regulations and laws. Vessels must comply with all
23 applicable Federal regulations and laws not specifically exempted in the LOA. Each
24 Member agrees that its Participating Vessel(s) shall maintain on-board at all times while
25 fishing for groundfish a LOA from NMFS verifying such Participating Vessels'
26 participation in the Sector, contact information for the Sector Manager, and a copy of the
27 Operations Plan and Agreement in effect for the current fishing year.

28
29 **Section 5.02. Gear Restrictions.** While the primary gears used by Participating Vessels will
30 be otter trawls and sink gillnets, there is some history of use of other gear including demersal
31 long lines and handlines. The M CCS is authorized to use any gear allowed by regulations
32 including automated hook, jigs, handlines, Scottish seines, beam trawls, or pots.

33 **Section 5.03. Area Restrictions.** Each Member and Participating Vessel agrees that it
34 shall not fish commercially with gear that is capable of harvesting Groundfish outside the
35 Gulf of Maine Regulated Mesh Area (RMA), the Inshore Georges Bank RMA or the
36 Offshore Georges Bank RMA, as identified in the Harvesting Rules set forth in Exhibit C
37 hereto.

38 **Section 5.04. Area Declarations.** For the purpose of providing the Sector and its
39 Manager with a greater understanding of the fishing patterns conducted by their
40 members, the following reporting requirements have been crafted and adopted by the
41 Sector in collaboration with **all** Northeast Groundfish Sectors in the region. These
42 provisions afford Sectors an administrative tool to track fishing activity west of the 70:15.
43 The implementation of the following requirements is conditioned on the adoption of all
44 Northeast Groundfish Sectors in their FY 2013 Operations Plans. In the event this

1 provision is not adopted by all Northeast Groundfish Sectors the specifications below will
2 not be implemented by this Sector.

3
4 For the purpose of this rule, the portion of BSA 1 West of 70:15 to the shoreline North to
5 the Maine Coast and South to Cape Cod would be defined as **Inshore GOM**.

6
7 **When an Observer/Monitor is onboard.** The Sector Vessel may declare and fish in all
8 Broad Stock Areas, including the portion of BSA 1 defined as the Inshore GOM in
9 section 5.04.

10
11 **When an Observer/Monitor is NOT onboard.**

12 If the Sector Vessel intends to fish West of the 70:15 in the area described in Section 5.04
13 of this operation plan as the Inshore GOM, at any time during a trip, the vessel must
14 declare BSA 1 only and the Sector Vessel may not conduct any fishing activity outside of
15 the area defined as BSA 1 for the entire trip.

16
17 If the vessel declares more than one Broad Stock Area on a trip, the vessel is prohibited
18 from conducting fishing activity West of the 70:15 in the area described in Section 5.04.
19 as the Inshore GOM.

20
21 **Section 5.05. Operators.** Each Member agrees to ensure that any operators of its
22 Participating Vessels fully comply with the obligations and restrictions set forth in this
23 Agreement. Each Member further agrees to accept responsibility hereunder for the
24 actions of any such operators that result in a violation of this Agreement.

25 **Section 5.06. Designated Landing and Departure Ports.** To enable the Members and
26 the Manager to monitor, observe and verify catches, each Member agrees that each of its
27 Participating Vessels will only offload fish in, and depart to fish from, the designated
28 ports as follows (“Remote” locations are noted.):

- 29
30 1. Portland Harbor, Portland, ME
31 2. Port Clyde Harbor, Port Clyde ME (Remote)
32 3. Cape Porpoise Harbor, Kennebunkport, ME (Remote)
33 4. Kennebunkport Harbor, Kennebunkport, ME (Remote)
34 5. Sebasco Harbor, Phippsburg, ME (Remote)
35 6. Boothbay Harbor, Boothbay Harbor ME (Remote)
36 7. Cundys Harbor, Harpswell, ME (Remote)
37 8. Camp Ellis, Saco, ME (Remote)
38 9. South Bristol, ME (Remote)
39 10. Five Islands, ME (Remote)
40 11. Bass Harbor, ME (Remote)
41 12. Gloucester Harbor, Gloucester, MA (Remote)
42 13. Saco, ME (Remote)
43 14. Portsmouth, NH (Remote)

1 **Section 5.07. Landing Port Exceptions.** Landings in ports other than those listed in
2 Section 5.06 are permitted on a temporary, case-by-case basis, subject to prior approval
3 of the Manager; provided, that the Manager determines that the excepted landing will not
4 impair effective enforcement and monitoring of the Sector and this Agreement. Such
5 exceptions may be granted in the sole discretion of the Manager after alerting NMFS of
6 the issue prompting the exemption request. For the purposes of this paragraph, landing
7 port exceptions that are of a significant or prolonged nature, would include, but not be
8 limited to, more than two exceptions per month for a vessel, or if the timeframe for any
9 such exception is greater than two days.

10
11 **Section 5.08. Advanced Notice of Offloading.** Consistent with the requirements of
12 Section 6.01, vessels shall notify the Sector Manager through the vessel's Vessel
13 Monitoring System (VMS) or other means prior to landing, Vessels shall provide location
14 and approximate time of landing, and estimation of pounds to be landed. The trip end hail
15 will be sent upon completion of the last tow with required information.

16
17 **Section 5.09 Exemptions.** The MCCA is exempt from certain regulations otherwise
18 applicable to participants in the Groundfish FMP. Upon approval, each sector vessel will
19 be issued a Letter of Authorization (LOA) specifying the exemptions granted. Vessels
20 must comply with all applicable Federal regulations and laws not specifically exempted
21 in the LOA.

22
23 *Universal Exemptions*

24 Such exemptions include all of the "universal exemptions" approved as part of the
25 Groundfish FMP and Amendment 16. These universal exemptions applicable to the
26 MCCA include the following:

- 27
28 1. Trip limits on allocated stocks (described more fully in Exhibit C)
29 2. Groundfish days-at-sea (DAS) restrictions (note that DAS regulations will still
30 exist for certain non-groundfish fisheries including monkfish)
31 3. Portions of the Gulf of Maine Rolling Closure Areas (described more fully in
32 Exhibit C)
33

34 *Exemptions Previously Approved for FY 2012*

35 The final rule approving sectors for FY 2010 (75 Fed. Reg. 18113 (April 9, 2010))
36 approved several additional exemptions for certain sectors. As directed by NMFS,
37 although these exemptions were approved for FY 2010, 2011, and 2012 sectors wanting
38 these exemptions for FY 2013 must again include these exemption requests in their FY
39 2013 operations plans, but do not need to provide a supporting justification for these
40 exemptions as NMFS will use the same information from 2010, 2011 and or 2012. The
41 FY 2010, 2011, 2012 exemptions requested by the MCCA for FY 2013 are as follows:

- 42 • 120-day block requirement out of the fishery for day gillnet vessels
43 • 20-day spawning block
44 • Prohibition on a vessel hauling another vessel's gillnet gear
45 ○ This exemption allows one vessel to hauling another vessel's gillnet gear
46 (§§ 648.14(k)(6)(ii)(A) and 648.84). These sectors argued that the

1 regulations pertaining to gear-marking controls, setting, and hauling
 2 responsibilities are no longer necessary, because the sector would be
 3 confined to an ACE for each stock, and that “community” fixed gear
 4 would allow vessel owners greater flexibility. In addition, the sectors
 5 argued that shared fixed-gear fishing effort could potentially reduce the
 6 amount of gillnet gear in the water and minimize the use of gear to
 7 “hold” additional bottom ground. Sectors specify in their Operations
 8 Plans that all vessels participating in community fixed gear will be held
 9 jointly liable for any violations associated with that gear. An LOA issued
 10 to the sector vessels that qualify for this exemption will specify the
 11 tagging provisions to ensure it is an enforceable provision.

- 12 • Length and horsepower restrictions of the DAS Leasing Program
- 13 • Limit on the number of hooks that can be fished
- 14 • VMS power down exemption. This exemption only applies for vessels with NE
 15 multispecies permits that do not have other permits requiring 25 hour VMS (e.g.
 16 scallop).
- 17 • Limits on the number of gillnets that may be hauled on GB when fishing on a
 18 groundfish/monkfish DAS

19 **New Exemption for FY 2013**

- 20 • Day gillnet vessels fishing up to 150 nets, any combination of flat fish or
 21 roundfish nets, in the GOM Regulated Mesh Areas. To protect spawning cod,
 22 there are seasonal restrictions on this exemption. A vessel fishing in the GOM
 23 RMA may use this exemption seasonally, but will be restricted to the 100-net
 24 gillnet limit in blocks 124 and 125 in May, and in blocks 132 and 133 in June.
 25 Vessels granted this exemption must tag each gillnet with one gillnet tag.

26
 27 **Section 5.10. Potential Redirection of Effort.** The M CCS continues to not anticipate
 28 significant geographic redirection of effort as a result of the formation of the Sector as
 29 surveys and Member interviews have indicated that Members intend to continue to fish in
 30 approximately the same areas as the most recent prior years. The most likely anticipated
 31 changes indicated by Sector Members related to the change in rolling closures approved
 32 as part of Amendment 16, which are most likely over time to redirect some effort during
 33 May to statistical blocks 130-131 and 136-137, and June to 143-144. Based on the
 34 information available to date, however, there did not appear to be any significant changes
 35 in effort.

36
 37 The 120 days out exemption, 20-day spawning block exemption, and other gillnet
 38 exemptions are likely to have different effects for different M CCS gillnet vessels.
 39 Approximately four fish from Boothbay and Cundy’s harbors in statistical areas 138, 139,
 40 146, and 147. It is anticipated that under these exemptions they will continue to fish the
 41 same areas but be able to increase their efficiency and stretch out their effort in statistical
 42 areas 146 and 147 earlier into April and May, when they currently take time out of the
 43 fishery.

44
 45 For the approximately six vessels that fish from Kennebunkport and Cape Porpoise,

1 which fish primarily in areas 139 and 140 year-round, the 120-day block exemption will
2 allow them to fish in these areas during the fall “flanking season,” after September when
3 they currently take time out of the fishery.

4
5 During FY 2011, Maine Coast sector vessels switched fishing efforts into the following
6 fisheries:

- 7
- 8 Whiting, using small mesh
- 9 Elvers, using dipnets
- 10 Lobsters, using traps
- 11 Swordfish, using hook and line

12
13 During the first quarter of FY 2012, Maine Coast sector vessels switched fishing efforts
14 into the following fisheries:

- 15
- 16 Dogfish, using gillnets
- 17 Lobster, using traps
- 18 Whiting, using small mesh
- 19 Elvers, using dipnets
- 20 Bluefin Tuna, using hook and line and harpoon

21
22 During FY 2013, Maine Coast sector anticipates a similar redistribution of effort into the
23 fisheries above, a greater shift into the whiting fishery and many are looking for other
24 avenues to survive considering the allocation cuts they will be facing next year. At this
25 point in time it is difficult to determine what the redistribution of effort will look like next
26 year.

27
28 The MCCA has conducted considerable mapping of historic effort by Members and the
29 Sector Manager will monitor trends and report to NMFS in writing should a significant
30 and adverse shift in effort occur. The Sector Manager may establish additional area or
31 gear restrictions designed to mitigate the adverse impacts of such shift, including bycatch
32 issues (marine mammal or otherwise) should they occur do to spatial shifts in effort or
33 increases in soak times. In addition to the other monitoring requirements contained in
34 this Operations Plan, the Manager will also monitor any redirection of effort and will
35 include that information in the Manager's reports to NMFS. Members that violate related
36 provisions will be subject to penalties in accordance with Exhibit A of the Operations
37 Plan. Further, any increase in “equity” issues would be addressed by the Board, which
38 will be comprised of both gillnet and trawl fishermen.

39
40 Further, the Members acknowledge that limited redirection of fishing effort onto stocks
41 not managed under the Plan could occur as a result of insufficient ACE for a directed
42 fishery on regulated groundfish species. If any redirection occurs they will not redirect
43 effort onto stocks which are overfished or for which overfishing is occurring. Any
44 redirection of effort into other fisheries where non-specified gear is used will be closely
45 monitored throughout the year and reported in the Annual Report. Through the reporting
46 requirements contained in this Agreement, the Manager will monitor any redirection of

1 effort and include that information in the Manager's reports to NMFS. Members that
2 violate this provision will be subject to penalties in accordance with Exhibit A.

3
4
5 **Article VI. CATCH MONITORING AND VERIFICATION**

6 Section 6.01. Sector Hails/Reporting. Consistent with Exhibit E, each Participating
7 Vessel operator must send a trip start hail and a trip end hail six hours before arrival, or
8 immediately upon leaving the fishing grounds if fishing ends less than six before landing.
9 An alternative timing for the trip end hail may be implemented during the 2012 fishing
10 year if agreed upon by the sector, sector monitoring provider, and NMFS.
11

12 New this fishing year, a vessel must submit a trip-start hail report prior to departing port
13 at the beginning of each trip notifying the sector manager. The trip start hail will be sent
14 as an email through VMS to the sector manager and/or NMFS. The message will contain:

- 15 • Vessel permit number;
16 • VTR serial number
17 • An estimate of the date and time of arrival to port;
18 • and any other information as instructed by the Regional Administrator or sector
19 • manager.
20

21 The trip end hail will also be sent as an email through VMS to the sector manager and
22 DSM Provider. The message will contain:

- 23 • Vessel permit number.
24 • Vessel Trip Report (VTR) serial number
25 • First landing state (abbreviation)
26 • First landing port city
27 • Dealer/Offload Location
28 • Estimated time and date of arrival
29 • Estimated time and date of offload
30 • Second offload state (abbreviation)(if used)
31 • Second offload port city
32 • Total groundfish kept in pounds
33 • Total non-groundfish kept in pounds
34 • Comments (required as directed by sector manager)
35

36 In accordance with and defined by Amendment 16, all Sector vessels will also be
37 required to make a declaration to NMFS via VMS prior to departing port identifying
38 whether they intend to fish in one broad reporting area or multiple reporting areas.
39 Vessels that fish in multiple areas will be required to provide additional daily reports to
40 NMFS as required by Amendment 16.

41
42 The sector will submit required reports using the format and procedure prescribed by
43 NMFS.
44

1 **Section 6.02. Participating Vessel Catch Reports.** To enable each Member and the
2 Sector to monitor the Members' compliance with this Agreement, each Member agrees to
3 report each of its Participating Vessels' entire catch by species on a landing-by-landing
4 basis, by providing the Manager with a copy of the official Vessel Trip Report, Electronic
5 Vessel Trip Report (EVTR), or other reporting document authorized by NMFS within 24
6 hours of offloading retained catch or prior to departing on a subsequent trip, whichever
7 occurs first, in the form and manner prescribed by the Manager. Vessels will either
8 submit an electronic VTR or a paper VTR As provided in Section 3.05, the sector
9 manager will retain and maintain all sector data, including records of all paper and
10 electronic VTRs.

11
12 The Members agree that these records shall be maintained by the Manager. The Manager
13 shall provide such Member with the Sector's catch information that is generated from
14 such records as described in Exhibit C, or upon the request of any Member. As described
15 in Section 3.05 the Manager shall, on a weekly basis, transmit to NMFS the Sector ACE
16 Reports generated from such information along with Vessel Trip Reports or other
17 documents required by NMFS.

18
19 **Section 6.03. Dealer Reporting.** Each Member agrees to (i) sell the landings of its
20 Participating Vessels only to a dealer licensed under the Plan by NMFS and (ii) cause any
21 such dealer to provide the Manager with a copy of the official dealer weigh out slip or
22 other official reporting document required by NMFS on a weekly basis, or if pursuant to
23 Section 3.05 daily reporting is required by NMFS, within 24 hours. Each Member
24 further acknowledges and agrees that (a) it is responsible for ensuring timely dealer
25 reporting in accordance with the provisions of this Section 6.03 and (b) failure of the
26 dealer to timely deliver the reports for a Member's Participating Vessel in accordance
27 with this Section 6.03 shall be deemed a breach of this Agreement by such Member. It is
28 the responsibility of the Member to ensure that a dealer is licensed and Member shall
29 provide evidence of such licensure to Manager upon request.

30
31 **Section 6.04. Catch Verification.** The Manager shall, and each Member shall ensure
32 that the Manager does compare, verify and validate each Participating Vessel's landings
33 records with the dealer reports for such Participating Vessel on a continuing and frequent
34 basis. If the Manager identifies a discrepancy, he shall immediately notify the affected
35 Member and seek to resolve the discrepancy. If the Manager is unable to satisfactorily
36 reconcile the catch records, he shall notify the Committee of the discrepancy for its
37 consideration and resolution. Each Member further agrees to cooperate fully with any
38 requests for information or data that are made by the Manager or the Committee in an
39 effort to resolve such discrepancy.

40
41 **Section 6.05 Offloading Catch.** The designated ports for offloading fish are identified in
42 section 5.05. The ports of Portland, Gloucester, and Port Clyde have a dealer, but some
43 fish offloaded in Port Clyde is trucked to Portland, as is fish offloaded in the "remote
44 ports" of Cape Porpoise, Sebasco Harbor, Camp Ellis, Boothbay Harbor, Cundys Harbor
45 and Kennebunkport. Remote ports (ports where there is no licensed dealer, regardless of
46 whether there is a scale for weighing fish), may require two monitored events; the vessel

1 offload and the dealer (truck) offload. Section 5.06 discusses exceptions to offloading at
2 designated ports.

3 **Section 6.06. At-Sea Monitoring (ASM) Program.**

4 The MCCA will participate in the Northeast Fisheries Observer Program (NEFOP) and
5 the federally mandated at-sea monitoring program. For details on the federally mandated,
6 sector contracted, at-sea monitoring program please see **Attachment G**.

7
8 **Section 6.07 Observer Safety.** The Sector Manager will work with the at sea monitoring
9 Vendors and Participating Vessels to ensure they meet the minimum safety standards.

10
11 **Section 6.08 Pre-trip Notification.** The designated ports for departure are identified in
12 section 5.05. For the pre-trip at sea monitoring notification, the Sector Vessels will
13 notify NEFOP a minimum of 48 hours prior to deployment and shall occur via a
14 telephone call or online. Day boats may notify NEFOP for all trips up to 10 days in
15 advance. The Vendor is required to be capable of taking telephone calls 24hrs per day, 7
16 days per week. Once the Vendor receives notice of a trip, they shall notify the Sector
17 Manager, NEFOP and OLE via electronic mail or telephone. Exhibit H provides further
18 details of related protocols.

19 **Section 6.09 Electronic Data Transfers.** Data from observed trips shall be provided
20 electronically to the Vendor, the Sector Manager, the NEFSC and NMFS, in a format
21 approved by NFMS, as it becomes available.

22
23 **Section 6.10 Discard Rates.** The Sector manager (or his designated representative) will
24 derive stock specific discards for each trip. If the trip is observed by either an ASM or a
25 NEFOP observer, discards will be derived based on data collected during that trip and
26 will account for all hauls (observed and unobserved) on that trip. If the trip is not
27 observed, discards will be derived using the NMFS-provided discard rate resulting from
28 the NMFS (peer-reviewed and approved) method to estimate 'in-season' discard rates.

29
30 **Section 6.11 ASM Program Adjustments.** The Sector Manager will work with the
31 Vendor and NEFSC on an ongoing basis to improve all aspects of its ASM Program,
32 including making any necessary adjustments to achieve desired levels of coverage while
33 meeting other Program requirements.

34
35 **Article VII. ENFORCEMENT**

36 **Section 7.01. Agreement Enforcement.** Each Member agrees that the Sector, by or
37 through its representatives, and/or any other Member may enforce this Agreement on
38 behalf of the Sector and/or its Members. Each Member agrees to take all actions and to
39 execute all documents necessary or convenient to give effect to the enforcement
40 procedures contemplated by this Agreement, the Harvesting Rules, and any Schedule of
41 Penalties.

42

1 **Section 7.02. Liability.** The Members acknowledge and agree that the Sector itself is a
 2 legal entity, and therefore may be held liable for violations of the law, applicable
 3 regulations, and this Agreement committed by its members. Each Member participating
 4 in the Sector must comply with all applicable requirements and conditions of this
 5 Agreement and their Letter(s) of Authorization. It shall be unlawful and subject to
 6 enforcement by NMFS for the Sector or any Members to violate any such conditions and
 7 requirements unless they are identified as exclusive to the administration of the Sector.
 8 Those conditions and requirements that are considered to be exclusive to the
 9 administration of the Sector which are contained in the following sections:

- 10
- 11 • **Section 1.02. Organization and Authority**
- 12 • **Section 2.01. Voluntary Membership**
- 13 • **Section 2.02. Scope of Membership Obligations**
- 14 • **Section 2.03. Length of Commitment**
- 15 • **Section 2.04. New Members**
- 16 • **Section 2.05. Permit Transfers**
- 17 • **Section 2.06. Membership Dues**
- 18 • **Section 2.08. Right of First Refusal for Permit Transfers**
- 19 • **Section 2.09. Right of First Refusal for ACE Transfers**
- 20 • **Section 2.10. Release of Confidential Data**
- 21 • **Section 3.01. Sector Manager**
- 22 • **Section 3.02. Manager Authority**
- 23 • **Section 3.04. Procedures for Investigations**
- 24 • **Section 3.07. Sector Board and Officers**
- 25 • **Section 4.01. Sector Allocation**
- 26 • **Section 4.02. Annual Distribution, Consolidation, and Harvest**
- 27 • **Section 4.03. Sector ACE Reserve**
- 28 • **Section 4.04. Distribution of Sector ACE Reserve**
- 29 • **Section 4.05. Research Reserve**
- 30 • **Section 4.06. Distribution of Research Reserve**
- 31 • **Section 5.04. Operators**
- 32 • **Section 5.10. Potential Redirection of Effort**
- 33 • **Section 6.04. Catch Verification**
- 34 • **Article VII. ENFORCEMENT (Except Section 7.03.)**
- 35 • **Article VIII. EXPULSION OF MEMBERS**
- 36 • **Article IX. TERM/TERMINATION**
- 37 • **Article X. MISCELLANEOUS**
- 38

39 **Section 7.03. Joint and Several Liability and Restrictions on Fishing Activity.** The
 40 Members also acknowledge and agree that a violation of this Agreement or applicable
 41 federal fishery regulations by one or more Members (or the Members' Permits,
 42 Participating Vessels or Participating Vessels' operators, if any) that causes the Sector to
 43 exceed its ACE for any species, or a hard total allowable catch or "hard-TAC", or results
 44 in the discarding of legal sized fish or the misreporting of catch (landings or discards),
 45 could subject the Sector and its Members to joint and several liability for civil penalties

1 and permit sanctions pursuant to 15 C.F.R. Part 904.

2
3 The Members further acknowledge and agree that monetary penalties could be
4 inadequate recourse under such circumstances and that consistent with Amendment 16 if
5 an ACE or hard-TAC is exceeded in more than one fishing year, the Sector's share may
6 be permanently reduced or the Sector's authorization to operate may be withdrawn.
7 Therefore, the Members acknowledge and agree that each of them will (and will cause
8 their Permits, Participating Vessels and Participating Vessels' operators, if any, to)
9 comply with a "stop fishing" order from the Sector, which shall be issued by the Board,
10 the Manager or the Committee, and each of the Members further agrees that if any
11 Member (or its Permits, its Participating Vessels or the Participating Vessels' operators)
12 fails to comply with such order, the Sector shall have the authority to obtain an
13 injunction, restraining order or other equivalent form of equitable relief to give effect to
14 such "stop fishing" order.

15
16 **Section 7.04. Penalties for Violations.** Any penalties that are imposed upon a Member
17 by the Sector pursuant to the terms of this Agreement shall be in addition to, and not in
18 lieu of, any other potential state or federal penalty that may be imposed upon such
19 Member.

20
21 **Section 7.05. Appeal from Infractions Committee Decision.** If the Infractions
22 Committee (i) has determined, pursuant to the procedures set forth in Section 3.04 hereof,
23 that a Member has violated this Agreement or (ii) makes any other determination with
24 respect to a Member under this Agreement (including, specifically, without limitation
25 Section 5.03 hereof), such violating Member shall have five business days following the
26 date of notice of the Infractions Committee's determination to request reconsideration of
27 the enforcement or other action and/or propose an alternative form of penalty. Such
28 request shall be made in writing and shall be addressed to the Board. The Board may, in
29 its sole discretion, grant or deny any request for reconsideration and may, in its sole
30 discretion, approve or disapprove any alternative form of penalty; provided, that the
31 Board shall exercise all reasonable efforts to ensure that penalties and settlements are
32 commensurate with the nature and extent of the violation, are designed to further the
33 purposes of the Sector, Plan, and Amendment 16, and are consistent with those reached
34 in similar circumstances.

35
36 **Section 7.06. Penalties and Attorneys' Fees.** Penalties for any violations of this
37 Agreement shall, to the extent addressed in the Schedule of Penalties, be limited to the
38 amounts set forth on the Schedule of Penalties plus all costs, fees and expenses, including
39 attorneys fees, incurred by the Sector or, in a case in which the Sector does not take
40 enforcement action, by the Members bringing such action, in enforcing the provisions of
41 this Agreement. To the extent the Schedule of Penalties addresses such matter, the
42 Members and the Sector hereby waive any claims to actual, direct, or indirect damages,
43 and instead agree that payment of the amounts set forth on the Schedule of Penalties and
44 costs of enforcement shall be their sole remedy for breaches of this Agreement. In
45 connection with any legal proceeding related to this Agreement, the non-prevailing party
46 shall pay the prevailing party's reasonable costs and attorney's fees associated with the

1 proceeding.

2
3 **Section 7.07. Application of Penalties, Fines and Damages.** All penalties, fines and/or
4 other damages paid to the Sector shall, first, be applied to the cost of enforcement of such
5 violations and, second, any remaining amounts shall be applied to the costs and expenses
6 of the administration, management and preservation of the Sector. Any funds remaining
7 after the application of the foregoing sentence shall be used to further research into
8 efficient management of groundfish stocks for the benefit of the resource and those that
9 harvest the resource; provided that any such use of funds shall comply with all applicable
10 laws, including the provisions of the Internal Revenue Code, as amended, that may apply
11 to the Sector from time to time.

12
13 **Section 7.08. Dispute Procedures.** Notwithstanding the provisions of Section 7.01
14 hereof, prior to instituting any litigation or other dispute resolution, the parties shall
15 follow any applicable procedures set forth in this Agreement, including specifically
16 Sections 3.04, 6.04, and 7.03, for the resolution of such dispute. Any litigation taken
17 with respect to any dispute that arises in connection with this Agreement shall be taken in
18 the federal district court in Maine or, if said court does not have jurisdiction, in such
19 courts in the State of Maine that do have jurisdiction.

20 **Section 7.09. Specific Performance.** In furtherance and not limitation of Section 7.03
21 hereof, each of the Members and the Sector shall have the right to have any provision of
22 this Agreement specifically enforced, through injunction, restraining order or other form
23 of equitable relief.

24 **Section 7.10. Indemnification.** Each party that violates this Agreement (the
25 “Indemnitor”) hereby severally agrees to indemnify, defend and hold harmless the other
26 parties hereto (each, an “Indemnitee”) in respect of their respective Losses; provided, that
27 such Losses result or arise from a third party claim or governmental proceeding brought
28 against or involving the Indemnitee, which is based on or relates to such Indemnitor’s (or
29 its Permits’, its Participating Vessels’ or such Participating Vessels operators’, if different
30 from such Indemnitor) (i) violation of applicable laws, rules or federal fishery regulations
31 or (ii) breach of any covenant, agreement or obligation contained in this Agreement, the
32 Harvesting Rules or other Sector requirements as may be adopted under the terms of this
33 Agreement or the Sector’s Bylaws. The indemnification obligations of the parties hereto
34 shall be several and not joint and several. For the purposes of this Section 7.10, “Losses”
35 shall mean any and all claims, liabilities, obligations, judgments, liens, injunctions,
36 charges, orders, decrees, rulings, damages, dues, assessments, taxes, losses, fines,
37 penalties, expenses, fees, costs, amounts paid in settlement (including reasonable
38 attorneys’ and witness fees and disbursements in connection with investigating,
39 defending or settling any action or threatened action) arising out of any claim, complaint,
40 demand, cause of action, action, suit or other proceeding asserted or initiated or otherwise
41 existing. The obligations under this Section 7.10 shall survive the termination of this
42 Agreement and the expulsion of any Member pursuant to Article VIII.

43
44 **Article VIII. EXPULSION OF MEMBERS**

1 Section 8.01. Cause. The Members agree that any Member, its Permits and/or its
2 Participating Vessels may be expelled from the Sector if (i) the actions of such Member
3 and/or its Participating Vessels (or the Participating Vessels' operators) seriously
4 undermine and threaten the existence of the Sector, (ii) the actions of such Member
5 and/or its Participating Vessels (or the Participating Vessels' operators) have exposed
6 other Members of the Sector to monetary penalties and/or legal actions, (iii) such
7 Member has been convicted of a serious crime, or (iv) such Member has not paid its
8 membership dues and/or poundage fees as required by Section 2.06.

9
10 Section 8.02. Procedure. Any Member, the Infractions Committee or the Manager may
11 submit to the Board a request to have a Member, its Permits and/or its Participating
12 Vessels expelled from the Sector (the "Expulsion Request"). Such Expulsion Request
13 shall be in writing and shall include an explanation of the basis for expulsion. The Board
14 shall vote on such Expulsion Request within fourteen (14) days of receipt of such
15 Expulsion Request. The affirmative vote of three-fourths (75%) of the members of the
16 Board shall be required in order to expel a Member, its Permits and/or its Participating
17 Vessels. Expulsion shall be effective immediately upon the receipt of the requisite vote
18 by the Board. As required by 50 CFR Part 648.87 and Amendment 16, a Member, its
19 Permits and/or its Participating Vessels expelled during any fishing year may not fish
20 outside of the Sector under a multispecies DAS program, participate in another
21 groundfish sector, or lease or transfer any DAS or ACE assigned to that Member's
22 Permits or Participating Vessels during the remainder of such fishing year. Upon
23 expulsion of any Member, its Permits and/or its Participating Vessels, the Manager shall
24 immediately notify NMFS via certified mail that the Member's Permits and/or
25 Participating Vessels are no longer included in the Sector.

26 27 **Article IX. TERM/TERMINATION**

28 This Agreement takes effect upon the approval hereof by the Regional Administrator in
29 accordance with 50 CFR Part 648.87 and terminates on the last day of the 2012 fishing
30 year (which occurs in April 2013) (the "Term"). The Term of this Agreement may be
31 extended by the written consent of the Members. Such written consent to extend the
32 Term of this Agreement shall be given 20 calendar days in advance of the date by which
33 the Sector's Operations Plan and Agreement for the upcoming fishing year must be
34 submitted to NMFS. Notwithstanding the foregoing, if NMFS shall not approve the
35 Sector's Operations Plan and Agreement, as the same may be amended, for any fishing
36 year during the Term or any extension thereof, then this Agreement shall terminate on the
37 last day of the last fishing year for which the Sector's Operations Plan and Agreement
38 shall have received approval from NMFS.

39 40 **Article X. MISCELLANEOUS**

41 Section 10.01. Entire Agreement. This Agreement, including the Exhibits hereto, the
42 Schedule of Penalties and any other documents incorporated by reference herein,
43 constitutes the entire agreement among the parties and supersedes any prior
44 understandings, agreements, or representations by or among the parties, written or oral, to
45 the extent they related in any way to the subject matter hereof.

1 **Section 10.02. Succession and Assignment.** This Agreement and all of the provisions
2 hereof shall be binding upon and inure to the benefit of the parties and their respective
3 successors and permitted assigns, but neither this Agreement nor any of the rights,
4 interests or obligations hereunder shall be assigned by any party, including by operation
5 of law, without the prior written consent of the Manager, such consent not to be
6 unreasonably withheld or delayed, nor is this Agreement intended to confer upon any
7 person except the parties hereto any rights, interests, benefits, obligations or remedies
8 hereunder. Any assignment in contravention of this Agreement shall be null and void.

9 **Section 10.03. Counterparts.** This Agreement may be executed in one or more
10 counterparts, each of which shall be deemed an original but all of which together shall
11 constitute one and the same instrument.

12 **Section 10.04. Notices.** All notices, requests, demands, consents, claims and other
13 communications hereunder shall be deemed duly given (i) one business day following the
14 date sent when sent by overnight delivery, (ii) five business days following the date
15 mailed when mailed by registered or certified mail return receipt requested and postage
16 prepaid, and (iii) upon delivery confirmation when sent by facsimile, at the contact
17 information provided by each such Member to, and maintained by, the Manager.

18 **Section 10.05. Governing Law.** This Agreement shall be governed by and construed in
19 accordance with federal fisheries laws and, to the extent that federal fisheries laws do not
20 apply, with the domestic laws of the State of Maine without giving effect to any choice of
21 law provision or rules (whether of Maine or any other jurisdiction) that would cause the
22 application of the laws of any jurisdiction other than the State of Maine.

23 **Section 10.06. Change in Law.** If and to the extent that any laws or regulations that
24 govern any aspect of this Agreement shall change, so as to make any aspect to this
25 Agreement unenforceable, then the parties agree to make such modifications to this
26 Agreement as may be reasonably necessary for this Agreement to accommodate any such
27 legal or regulatory changes, without materially changing the overall benefits or
28 consideration expected hereunder by the parties.

29 **Section 10.07. Consent to Jurisdiction and Venue.** Subject to and without limiting the
30 dispute resolution procedures set forth in Article VI, each of the Members consent to the
31 exclusive jurisdiction and venue of the federal district court in Maine or, if said court
32 does not have jurisdiction, in such courts in the State of Maine that do have jurisdiction,
33 for adjudication of any suit, claim, action or other proceeding at law or in equity relating
34 to this Agreement. Each of the Members accepts, generally and unconditionally, the
35 exclusive jurisdiction and venue of the aforesaid courts and waives any objection as to
36 venue, and any defense of *forum non conveniens*.

37 **Section 10.08. Amendments and Waivers.** No amendment of any provision of this
38 Agreement shall be valid unless the same shall be in writing and signed by each of the
39 Members.

40 **Section 10.09. Severability.** Any term or provision of this Agreement that is held

1 invalid or unenforceable in any situation shall not affect the validity or enforceability of
2 the remaining terms and provisions hereof or the validity or enforceability of the
3 offending term or provision in any other situation.

4 Section 10.10. Expenses. Except as otherwise provided herein, each of the members
5 shall bear its own costs and expenses (including legal and accounting fees and expenses)
6 incurred in connection with this Agreement.

7 Section 10.11. Incorporation of Exhibits and Other Documents. The Exhibits
8 identified in this Agreement are incorporated herein by reference and made a part hereof.

9

1 IN WITNESS WHEREOF, the undersigned party has executed the Maine Coast
2 Community Sector Operations Plan and Agreement for Fishing Year 2013, as of the date
3 written above.

4
5 Pursuant to section 402(b)(1)(F) of the Magnuson-Stevens Fishery Conservation and Management Act, 16 U.S.C
6 §1881a(b)(1)(F), the undersigned hereby authorizes the release to the manager of the Maine Coast Community
7 Groundfish Sector of information that may be or is considered to be confidential or privileged by the Magnuson-
8 Stevens Act or other federal law regarding the catch of all species (both federal and state managed) associated with the
9 Moratorium Right Identifiers (MRIs) enrolled in the sector submitted to the National Marine Fisheries Service that the
10 undersigned has authority to access. This information includes data required to be submitted or collected by NMFS,
11 including but not limited to days-at-sea allocation and usage, vessel trip reports, dealer reports, Northeast Fishery
12 Observer Program data, catch and landings history data, historic landings, sector at-sea monitoring data, and all other
13 information associated with the vessel, MRI #, and/or permit records.

14
15 In addition to the Sector Manager, the Sector Data Specialist and the Fisheries Program Coordinator may be allowed
16 access to this data for specific projects as approved by the Sector Manager.

17
18 **The electronic copy of the signatures is attached in a separate file**

19
20 Signature:_____

21 Name/Company:_____

22 MRI #:_____

23 If you have multiple permits you will be enrolling in the sector please use
24 the space below.

25
26 Signature:_____

27 Name/Company:_____

28 MRI #:_____

29
30 Signature:_____

31 Name/Company:_____

32 MRI #:_____

33
34 Signature:_____

35 Name/Company:_____

36 MRI #:_____

EXHIBIT A

Maine Coast Community Groundfish Sector Penalty Schedule			
VIOLATION	FIRST*	SECOND*	THIRD*
VIOLATIONS REGARDING PERMITS, REPORTING, DOCUMENTATION, EXEMPTION PERMIT REQUIREMENTS			
Violations including but not limited to: late or non-reporting; Discarding of legal sized fish.	Up to \$100 (and/or stop fishing order)	\$100-\$500 (and/or stop fishing order)	\$500- (and/or stop fishing order)
Violations including but not limited to: providing false statements or supporting documentation on applications or reports to the Sector; failure to comply with a permit condition/ restriction/ letter of authorization or exemption issued by the Sector; failure to notify Manager of intent to leave Sector by the December 1 preceding the start of the next fishing year; providing false statements; failure to participate in the Sector Catch Monitoring Program; interfering with onboard data collectors; or failing to comply with VMS/DAS requirements. NOTE: While technical and minor violations may result in a letter of warning, due to the critical importance of timely and accurate reporting it is likely that even first time reporting violations will result in a penalty.	Up to \$5,000 (and/or stop fishing order)	\$5,000-\$15,000 (and/or stop fishing order)	\$20,000- (and/or stop fishing order)
VIOLATIONS REGARDING TIME AND AREA RESTRICTIONS			
Violations including, but not limited to: exemption areas, closed fisheries, closed seasons, restricted gear/management areas and ACE violations.	Up to \$50,000 (stop fishing order for 30 days)	\$50,000-\$100,000 (unable to fish for the remainder of the fishing year)	Expulsion

VIOLATIONS THAT PLACE THE SECTOR AGREEMENT AT RISK			
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 holder), subverting the reporting requirements (misappropriating landings) or any other action which could cause the authorized MCCS allocation to be in violation of its agreement.	Up to \$50,000 (loss of fishing rights for 365 days)	Expulsion	
VIOLATIONS REGARDING MEMBERSHIP COMMITMENT			
Violation of 50 CFR Part 48 or failing to remain in the Sector for the Commitment Period (i.e., breach of Section 2.03 of the Agreement).	\$10,000	N/A	N/A

* Penalties may be based on reductions in ACE instead of, or as an alternative to, dollar amounts.

EXHIBIT B**SECTOR AND INDIVIDUAL ACE ALLOCATION****Fishing Year 2013****Maine Coast Community Groundfish Sector (“MCCS” or “Sector”)**

As determined in Groundfish Amendment 16, “Sector ACE” will be based on the landings history of each permit brought into the Sector for the time period FY1996-FY2006 (the “Potential Sector Contribution” or “PSC”). The Sector ACE, therefore, is the sum of all of the individual permit ACE’s brought into the Sector. As determined by MCCS Members, the initial individual allocation of the Sector ACE to its Members will be equal to each Member’s individual Potential Sector Contribution, and is referred to as an “Individual ACE”.

Table B.1 shows the preliminary Sector ACE as a percentage of the overall total allowable catch and total pounds basis for each allocated species. This estimate is based on the final roster as of December 1, 2011 and may be subject to final adjustment by NMFS. Individual ACE allocations will be received and maintained by each individual Member and the Sector Manager.

Table B.1– Sector ACE**As a Percentage of the Total Allowable Catch for 2013**

[SECTOR PERMITS THAT HAVE NOT BEEN RENEWED FOR THE CURRENT FISHING YEAR ARE NOT REPRESENTED IN THESE NUMBERS

StockName	Cumulative PSC (%)	Total Pounds (Live Weight)
GB Cod East	0.2108	427.5684
GB Cod West	0.2108	7970.4327
GOM Cod	4.5941	84064.8872
GB Haddock East	0.0394	3263.5656
GB Haddock West	0.0394	19510.1066
GOM Haddock	2.5515	10518.7435
American Plaice	7.5565	236561.7849
Witch Flounder	5.0605	68054.7961
GB Winter Flounder	0.0068	530.4726
GOM Winter Flounder	1.9622	30917.9197
SNE/MA Winter Flounder	0.1936	5163.1803
Redfish	2.5013	558720.3744
White Hake	4.3959	373015.2693
Pollock	3.7987	1079747.3444
GB Yellowtail Flounder	0.0035	9.0649
SNE / MA Yellowtail Flounder	0.6622	8321.2523
CC/GOM Yellowtail Flounder	1.0512	11101.1289
Windowpane Flounder (Northern)	n/a	n/a
Windowpane Flounder Southern)	n/a	n/a
Ocean Pout	n/a	n/a
Atlantic Wolffish	n/a	n/a

Atlantic Halibut	(1 per trip)	(1 per trip)
------------------	--------------	--------------

Notes: Sector vessels are prohibited from landing ocean pout, Atlantic wolffish, northern and southern windowpane flounder, and SNE/MA winter flounder. Atlantic halibut is limited to 1 per trip. An allocation of SNE winter flounder is not currently made, but one may be in the future through the biennial specifications/ framework process.

As indicated in section 4.09 and Exhibit C, ACE may be pooled or transferred within the Sector. In addition, transfers of ACE between Sectors must also be authorized by NMFS. The Members of the MCCA are all smaller-scale fishermen from coastal Maine, an area that has already experienced substantial consolidation. Nonetheless, there may be some redistribution of ACE within the Sector. As indicated in Table B.2, there are 45 enrolled permits and 32 potentially active vessels.

Table B.2 – MCCA Participants

Permits	46
Potential Active Vessels	32
Active Fishing Vessels	18
Primarily Gillnet Only	8
Primarily Trawl Only	8
Primarily Handlines	0
Trawl and Gillnet	2
Target Groundfish	18

In FY 2012, 61% of the permits enrolled in the Maine Coast Community Sector are attached to vessels actively fishing for NE multispecies. For FY 2013, the Maine Coast Community Sector has 46 permits currently enrolled. Of those permits 18 are anticipated to actively fish for NE multispecies in FY 2013. An additional 4 may participate in the fishery depending on costs, stocks, and the state of their business.

While these numbers may change, the Maine Coast Sector expects that, compared to FY 2012, there will be a net consolidation beyond what previously occurred among the Maine Coast Community Sector as the share of ACE contributed by member permits is fished by fewer active vessels than in FY 2012. It can be anticipated that fewer active fishing vessels would result in job losses for fishing crews and the associated negative impacts could spread to fishing communities and industries reliant on commercial fishing. While fishers who remain in the fishery may experience a positive benefit, there is also the chance that the reduction in ACE we are looking at next year would cause their businesses to suffer as well. Regardless, there would be fewer active fishers in the NE multispecies fishery.

EXHIBIT C

HARVESTING RULES

Fishing Year 2013

Maine Coast Community Community Groundfish Sector (“MCCS” or “Sector”)

The Members and the Participating Vessels of the Sector agree to be legally bound to follow the Harvesting Rules for the fishing year 2013 as described herein notwithstanding those rules and regulations applicable to Common Pool multispecies vessels.

QUOTA MANAGEMENT

1. Sector ACE Allocation: The National Marine Fisheries Service (“NMFS”) will determine the MCCS’s Northeast Multispecies (“Groundfish”) Annual Catch Entitlement (“Sector ACE”) for each species¹ (Exhibit B).
2. Individual ACE Allocation: Each participating Permit and Participating Vessel will receive its “Individual ACE” allocation as set forth in Exhibit B to the Agreement. This allocation will be maintained by each individual Member and the Sector Manager.
3. ACE Limit: The Members agree that they will not harvest more Groundfish than their Individual ACE and that they will not collectively harvest more Groundfish than the Sector ACE for allocated species. Once a Member’s Individual ACE allocation is reached for any species, or if the Sector ACE for any species is reached, such Member or Members shall not fish commercially in that stock area with any fishing gear capable of catching Groundfish unless additional ACE for that species is acquired. Consistent with Amendment 16 and Section 4.09, ACE transfers are allowed within the MCCS and between the MCCS and other sectors, and carryover of up to 10 percent of the Sector ACE is permitted.
4. Monthly Quota Targets: The Sector Manager may impose monthly quota targets to slow down harvest rates if the board and Sector Manager deem it necessary

¹ Note that NMFS will not assign ACE for Atlantic halibut, ocean pout, northern windowpane flounder, southern windowpane flounder, Atlantic wolfish, and southern New England winter flounder (*see* Exhibit B above).

5. Weekly quota targets: In addition to the monthly quota targets, the Manager may impose weekly or trip target quotas to help slow down harvest rates. If such target quotas are imposed, Sector members agree to adjust their fishing operations to avoid exceeding these quotas.

6. Additional Measures to Prevent Ace Overages: The Sector Manager will provide Sector Members with a monthly report detailing their remaining Individual ACE for each stock and the remaining Sector ACE for each stock for the Sector. In addition, when an individual Member's remaining Individual ACE reaches less than 50 percent for any stock, or when the Sector's remaining Sector ACE for a stock reaches less than 50 percent, the Sector Manager will provide Members with a report detailing their remaining Individual ACE and the Sector's remaining Sector ACE at the conclusion of each trip.

In addition, Sector members will be notified when the Sector ACE reaches 80 percent of the ACE for any stock, or when, for two consecutive weekly reporting periods 20 percent or more of the remaining portion of the Sector ACE is harvested, whichever occurs first. When either trigger point is reached, sector reporting to NMFS will be changed to daily. An alternative threshold for increasing reporting frequency may be implemented during FY 2011 if agreed upon by the Sector and NMFS. Sector Members agree to adjust their fishing operations to avoid exceeding their Individual ACE and the Sector ACE.

Members shall stop fishing prior to exceeding their allocation (unless they acquire additional Individual ACE). If the Sector ACE for a stock is exceeded, the sector must cease operations in that stock area until it can acquire additional ACE through a transfer with another Sector to balance the catch, and the sector also must comply with other overage penalties that may be applicable.

7. Sector Hails: consistent with the operations Plan, each Participating Vessel must hail in to the Manager or his designated representative, and NMFS Office of Law upon returning to port when using fishing gear capable of catching Groundfish.

8. ACE Transfers and Pooling: Participating Vessels and/or Permits may transfer ACE to other Participating Vessels and/or Permits, or otherwise redistribute or pool ACE to other Participating Vessels and/or Permits, provided that the Manager is notified and provides his consent to such redistribution or pooling. A Participating Vessel and/or Permit may only transfer or lease ACE to vessels or permits participating in other sectors after meeting the right of first refusal requirements contained in Section 2.09 of the Operations Plan and Agreement and receiving approval from the MCCA Board. All transfers to or from vessels or permits participating in other sectors must be approved by the Regional Administrator, as required by Amendment 16 and its implementing regulations.

9. Length and Horsepower Leasing Exemption: If approved by NMFS, Participating Vessels are not required to adhere to the length and horsepower restrictions contained in the DAS Leasing Program.

10. Full Retention of Legal-Size Groundfish: All legal size Groundfish harvested during any

fishing operation must be retained and counted against the Sector and Individual ACE, unless otherwise accounted for through a sub-ACL, except that ocean pout, northern windowpane flounder, southern windowpane flounder, Atlantic wolffish and southern New England winter flounder shall not be retained, and there will be a 1 fish per trip limit on Atlantic halibut, as required by Amendment 16 and its implementing regulations.

11. Species Trip Limits: Participating vessels are exempt from trip limits on stocks for which the Sector receives an allocation. Participating vessels are subject to any trip limits required by NMFS for non-allocated species.

GEAR RESTRICTIONS

12. Gear Restrictions: While it is anticipated that Sector members will fish primarily with otter trawls and sink gillnets, Participating Vessel may fish for Groundfish with any legal gear including hook and line gear (demersal longlines, automated hook, jigs, and handlines), Scottish seines, beam trawls and pots. All Participating Vessels are subject to the same gear restrictions, such as marking, tagging, mesh size, and number of gillnets, applicable to common pool vessels using the same type of gear.

13. Gillnet Block Requirement Exemption: If approved by NMFS, Participating Vessels are not required to adhere to those provisions of 50 CFR 648.82(j)(1)(ii) requiring that during each fishing year, day gillnet vessels must declare, and take, a total of 120 days out of the non-exempt gillnet fishery. Participating Vessels must continue to comply with all other applicable Spawning Season Restrictions and other gillnet requirements not specifically noted as exempted herein, in accordance with the groundfish FMP and NMFS regulations.

14. Spawning Block Exemption: If approved by NMFS, Participating Vessels are not required to comply with the 20-day spawning block (March–May) requirement. Participating Vessels must continue to comply with all other applicable spawning season restrictions not specifically noted as exempted herein, in accordance with the groundfish FMP and NMFS regulations.

15. Day Gillnet Limit Exemption: If approved by NMFS, Participating Vessels are not required to adhere to the regulatory limitation on the number of gillnets for day gillnet vessels. A sector vessel may fish up to 150 roundfish or flatfish nets in any of the RMAs, not to exceed 150 nets total, and must tag both roundfish and flatfish nets with one tag per net and is subject to net restrictions as specified by NMFS in its Letter of Authorization. In block 124 and 125 in May and blocks 132 and 133 in June may be fished with only 100 nets.

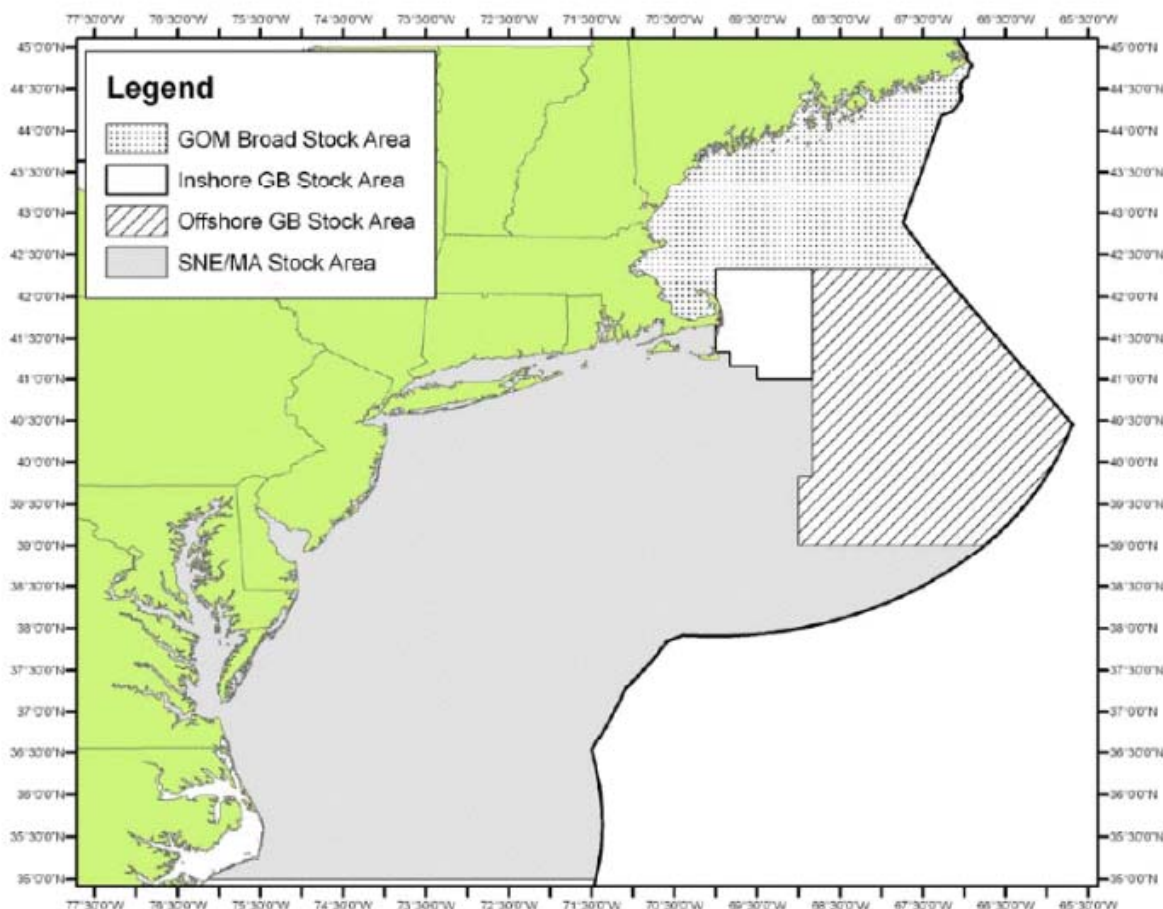
16. Gear Hauling Exemption: If approved by NMFS, Participating Vessels may haul another vessel's gillnet gear.

17. Hook Limitation Exemption: If approved by NMFS, Participating Vessels are not required to adhere to the regulatory limitation on the number of hooks that may be fished.

19. Operating Area: Participating vessels are restricted to fishing in the Gulf of Maine Regulated

Mesh Area or Georges Banks, Inshore Georges Bank Stock Area, and the Offshore Georges Bank Stock Area when using fishing gear capable of catching any regulated species managed under the Groundfish Plan. The geographic boundaries of the management area are, shown in the chart below.

New England Groundfish Stock Areas



AREA DECLARATIONS

For the purpose of these Harvesting Rules, Broad Stock Area (BSA) 1—West of 70:15 to the shoreline North to the Maine Coast and South to Cape Cod is to be defined as **Inshore GOM**. For the 2013 fishing season the following declarations must be made before fishing. For more details of this rule, please see EXHIBIT H to this document.

When an Observer/Monitor is onboard. The Sector Vessel may declare and fish in all Broad Stock Areas, including the portion of BSA 1 defined as the Inshore GOM in section 5.04.

When an Observer/Monitor is NOT onboard.

If the Sector Vessel intends to fish West of the 70:15 in the area described in Section 5.04 of this operation plan as the Inshore GOM, at any time during a trip, the vessel must declare BSA 1 only and the Sector Vessel may not conduct any fishing activity outside of the area defined as BSA 1 for the entire trip.

If the vessel declares more than one Broad Stock Area on a trip, the vessel is prohibited from conducting fishing activity West of the 70:15 in the area described in Section 5.04. as the Inshore GOM.

EXHIBIT D

MAINE COAST COMMUNITY SECTOR MEMBERS' PERMITS AND VESSELS

The following table includes all Federal and state permits held by persons participating in the sector, and indicates whether each permit is enrolled and will actively fish in a sector, or will be subject to the provisions of the common pool.

[See attachment D]

EXHIBIT E

MONITORING PLAN REQUIREMENTS FOR SECTOR OPERATIONS PLANS

(NMFS Guidance on Monitoring Program Detail
Necessary for Sectors 8-24-09)

As approved in Amendment 16, 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 at-sea monitoring services, and standards issued by NOAA's National Marine Fisheries Service (NMFS) before the operations plan can be approved by NMFS.

EXHIBIT F

**OWNERSHIP INTERESTS
OF AT LEAST THREE VESSELS**

[Provided in Attachment F]

Table 1 Sector Information

Summary of Maine Coast Community Sector and Operations Plan for Fishing Year 2012		
1	Sector Parameters	Description
2	Primary Fishing Locations (Broad Stock Areas)	Gulf of Maine, Inshore Georges Bank, Offshore Georges Bank
3	Gear	Trawl: 41% Gillnet: 45% Trawl/Gillnet: 13%
4	Primary homeports and landing ports	1. Portland Harbor, Portland, ME 2. Port Clyde Harbor, Port Clyde ME 3. Cape Porpoise Harbor, Kennebunkport, ME 4. Cundys Harbor, Harpswell, ME
5	Secondary homeports and landing ports	1. Camp Ellis, Saco, ME 2. Gloucester Harbor, Gloucester, MA 3. Boothbay Harbor, Boothbay Harbor ME 4. Kennebunkport Harbor, Kennebunkport, ME 5. Sebasco Harbor, Phippsburg, ME 6. Five Islands, ME 7. Bass Harbor, ME 8. South Bristol, ME
6	Number of participants	Total permits enrolled in the Sector: 46 Number of active vessels: 18
Note: Active Vessels are those enrolled in this sector that intend to land groundfish during the 2013 fishing year.		

EXHIBIT G

MAINE COAST COMMUNITY SECTOR AT-SEA MONITORING PLAN FOR 2013

The Maine Coast Community Sector (MCS) will participate in the Northeast Fisheries Observer Program (NEFOP) and the NMFS-funded at-sea monitoring programs. Any additional at-sea monitoring coverage beyond the NMFS-funded level will be provided pursuant to an independent contract between the Sector and a NMFS approved provider. 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 ASM program, and will use approved at-sea monitors, unless otherwise instructed. 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 manager will maintain a database of all catch data, including but not limited to VTR, dealer, monitor, and observer data. NMFS will provide the Sector with data from NEFOP and the ASM program.

Sector Operational and Logistical Details

General fishing operations information for the FY2013 Sector is anticipated to be as follows:

Vessels will primarily depart from the following ports:

- Portland Harbor, Portland, ME
- Port Clyde Harbor, Port Clyde ME
- Cape Porpoise Harbor, Kennebunkport, ME
- Kennebunkport Harbor, Kennebunkport, ME
- Sebasco Harbor, Phippsburg, ME
- Boothbay Harbor, Boothbay Harbor ME
- Cundys Harbor, Harpswell, ME
- Camp Ellis, Saco, ME

Approximately 15-22 vessels plan to operate on “Sector trips” (incl. targeted groundfish, spiny dogfish, skate, and monkfish trips).

“Dayboat” vessel trip length ranges from 3 hours to several days, with most trips ranging from 10 to 16 hours.

Approximately 700-800 Sector trips anticipated (majority of effort will focus on June, July, August and September).

Hail:

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 provided by either the sector manager (SM) to NOAA Fisheries Office for Law Enforcement (OLE); the mechanism for hail notification must be detailed in the sector's operations plan.

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 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. At the appropriate time before landing (detailed below), the sector vessel must hail trip end. 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, trip end hail notification time must be defined in the sector's operations plan, after being agreed upon by the sector, and OLE.

For trips less than 6 hours in length or occurring within 6 hours of port, the estimated time of arrival to port will be provided in the trip start hail. The trip end hail will be sent upon completion of the last tow with required updated information. An alternative timing for the trip end hail may be implemented during FY 2013 if agreed upon by the sector, the monitoring provider, and NMFS

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.

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.

EXHIBIT H

INSHORE GULF OF MAINE DECLARATION

For the purpose of providing the Sector and its Manager with a greater understanding of the fishing patterns conducted by their members, the following reporting requirements have been crafted and adopted by the Sector in collaboration with **all** Northeast Groundfish Sectors in the region. These provisions afford Sectors an administrative tool to track fishing activity west of the 70:15. The implementation of the following requirements is conditioned on the adoption of all Northeast Groundfish Sectors in their FY 2013 Operations Plans. In the event this provision is not adopted by all Northeast Groundfish Sectors the specifications below will not be implemented by this Sector.

For the purpose of “Section 5.04. Area Declarations” of the Sector Operations Plan, the portion of BSA 1 West of 70:15 to the shoreline North to the Maine Coast and South to Cape Cod would be defined as **Inshore GOM**.

When an Observer/Monitor is onboard. The Sector Vessel may declare and fish in all Broad Stock Areas, including the portion of BSA 1 defined as the Inshore GOM in section 5.04.

When an Observer/Monitor is NOT onboard.

If the Sector Vessel intends to fish West of the 70:15 in the area described in Section 5.04 of this operation plan as the Inshore GOM, at any time during a trip, the vessel must declare BSA 1 only and the Sector Vessel may not conduct any fishing activity outside of the area defined as BSA 1 for the entire trip.

If the vessel declares more than one Broad Stock Area on a trip, the vessel is prohibited from conducting fishing activity West of the 70:15 in the area described in Section 5.04. as the Inshore GOM.

The Sector Manager and Sector Members will work together to determine how the declaration requirements above will be completed using the existing VMS systems or an alternative third party reporting system.

Port Clyde Sector 2012 Board of Directors

Sector Manger

Ben Martens

PO Box 112

Topsham, ME 04086

Phone: 207-619-1755

Fax: 866-876-3564

Ben@mainecoastfishermen.org

Sector Data and Reporting

Sector Board Members

Bryan Bichrest

Vincent Balzano

Joe Nickerson

Gerry Cushman

Knoep Neiuwkerk

Gary Libby

Geoff Smith

OCT 17 2011

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

2011 Fishing Year Permit

ISLAND INSTITUTE FISHING PERMITS
LLC
PO BOX 648
386 MAIN STREET
ROCKLAND, ME 04841

F/V BAD PENNY

Northeast Federal Permit Number: 250485

Documentation/Registration Number: 617341

Principal Port/State: BOOTHBAY HARBOR, ME

Fisheries Permitted	Date issued: 10/07/11	Effective Date	Expiration Date
AMERICAN LOBSTER - TRAP - AREA 1 - 2011		10/08/2011	04/30/2012
ATLANTIC MACKEREL - 2011		10/08/2011	04/30/2012
MONKFISH - CATEGORY D - 2011		10/08/2011	04/30/2012
NE MULTISPECIES - INDIVIDUAL DAS - 2011		10/08/2011	04/30/2012
SKATE - 2011		10/08/2011	04/30/2012
SPINY DOGFISH - COMMERCIAL - 2011		10/08/2011	04/30/2012
SQUID/BUTTERFISH - INCIDENTAL - 2011		10/08/2011	04/30/2012

Maximum Trap Allocation (if applicable): 800

(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

VS

NOAA Form 88-156A

2011 Fishing Year Permit

DAVID HORNER
 P O BOX 248
 BASS HARBOR, ME 04653

F/V LUKE & GRACE
 Northeast Federal Permit Number: 150424
 Documentation/Registration Number: ME13ZCH
 Principal Port/State: PORTLAND, ME

Fishing Calendar

AMERICAN LOBSTER - NON -TRAP - 2011	05/01/2011	04/30/2012
AMERICAN LOBSTER - TRAP - AREA 1 - 2011	05/01/2011	04/30/2012
BLUEFISH - COMMERCIAL - 2011	05/01/2011	04/30/2012
HERRING - OPEN ACCESS - POSSESSION LIMIT - 2011	05/01/2011	04/30/2012
MONKFISH - CATEGORY C - 2011	05/01/2011	04/30/2012
NE MULTISPECIES - INDIVIDUAL DAS - 2011	05/01/2011	04/30/2012
OCEAN QUAHOG - 2011	05/01/2011	04/30/2012
RED CRAB - OPEN ACCESS - INCIDENTAL BYCATCH - 2011	03/16/2011	02/29/2012
SCALLOP - LAGC - IFQ - 2011	03/16/2011	02/29/2012
SKATE - 2011	05/01/2011	04/30/2012
SPINY DOGFISH - COMMERCIAL - 2011	05/01/2011	04/30/2012
SQUID/BUTTERFISH - INCIDENTAL - 2011	05/01/2011	04/30/2012
TILEFISH - COMMERCIAL/INCIDENTAL - 2011	05/01/2011	04/30/2012

Maximum Trap Allocation (if applicable): 800

(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
 PT

NOAA form 88-156A

2011 Fishing Year Permit

THE NATURE CONSERVANCY
 14 MAIN STREET SUITE 401
 BRUNSWICK, ME 04011

F/V PEARLY BAKER
 Northeast Federal Permit Number: 151328
 Documentation/Registration Number: ME9377Y
 Principal Port/State: BRUNSWICK, ME

Fisheries Permitted	Date issued: 10/07/11	Effective Date	Expiration Date
AMERICAN LOBSTER - NON -TRAP - 2011		10/08/2011	04/30/2012
AMERICAN LOBSTER - TRAP - AREA 1 - 2011		10/08/2011	04/30/2012
AMERICAN LOBSTER - TRAP - AREA 2 - 2011		10/08/2011	04/30/2012
ATLANTIC MACKEREL - 2011		10/08/2011	04/30/2012
BLUEFISH - COMMERCIAL - 2011		10/08/2011	04/30/2012
HERRING - OPEN ACCESS - POSSESSION LIMIT - 2011		10/08/2011	04/30/2012
MONKFISH - CATEGORY C - 2011		10/08/2011	04/30/2012
NE MULTISPECIES - INDIVIDUAL DAS - 2011		10/08/2011	04/30/2012
RED CRAB - OPEN ACCESS - INCIDENTAL BYCATCH - 2011		10/08/2011	02/29/2012
SCUP - COMMERCIAL MORATORIUM - 2011		10/08/2011	04/30/2012
SKATE - 2011		10/08/2011	04/30/2012
SPINY DOGFISH - COMMERCIAL - 2011		10/08/2011	04/30/2012
SQUID/BUTTERFISH - INCIDENTAL - 2011		10/08/2011	04/30/2012
SUMMER FLOUNDER - COMMERCIAL MORATORIUM - 2011		10/08/2011	04/30/2012
TILEFISH - COMMERCIAL/INCIDENTAL - 2011		10/08/2011	04/30/2012

Maximum Trap Allocation (if applicable): 800

(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

2013 Maine Coast Community Sector Table 3.1-1

Sector Member	MRI #	Federal Permits	State Permits	Enrolled in MCCS
ALEXANDER TODD	1809	Bluefish, Herring, Scallop, American Lobster Trap, Monkfish, Multishpies, Ocean Quahog, Surf Clam, Squid, Butterfish, Mackerel	ME: Shrimp	Yes
ARNOLD (JOE) NICKERSON /HAYLEY MARITIME INC	97	Bluefish, Spiny Dogfish, Herring, Scallop, American Lobster Trap, Monkfish, Red Crab, Skate, Squid, Butterfish, Mackerel and Tilefish.	ME: Lobster, Shrimp, Scallop, and Commercial Fishing	Yes
BRIAN DURANT	130	Bluefish, Spiny Dogfish, Herring, Lobster Trap, Monkfish, Red Crab, Atlantic Mackerel and Tilefish	ME: Lobster and Shrimp	Yes
BRIAN PEARCE / DANNY BOY FISHERIES	78	Bluefish, Spiny Dogfish, Herring, Lobster, Monkfish, Red Crab, Scup, Skate, Squid/Butterfish, Mackerel, Tilefish	ME: Shrimp, Commercial Fishing	Yes
BRYAN BICHREST	2341	Spiny Dogfish, Herring, Lobster Trap, Monkfish, Quahog, Surf Clam, Squid, Butterfish and Mackerel	ME: Lobster, Herring and Commercial Fishing	Yes
BRYAN BICHREST	5	Spiny Dogfish and Lobster Trap	ME: Lobster	Yes
BRYAN BICHREST	2204	Bluefish, Spiney Dogfish, Herring, Monkfish, Red Crab, Skate, Squid/Butterfish, Mackerel, Tilefish		Yes
BRYAN KELLEY	1686	American Lobster, Herring, Monkfish, Bluefish	Halibut, Shrimp, Scallop, Lobster,	YES
CORY HAWKES	17	American Lobster, Monkfish (E), Squid/Mackeral/Butterfish	ME: Lobster, Elver, Commercial Fishing, Shrimp	Yes
DALE MARTEL /FATHERS & SONS FISHERIES	1864	Scallop, Monkfish, Surf Clam, Mackerel, Squid, Butterfish, Spiny Dogfish, Bluefish, Tilefish, Shark Inceidental, Herring, Lobster Trap, Red Crab and Skate	ME: Lobster	Yes
DAVID HORNER	431	American Lobster, Bluefish, Herring, Monkfish, Ocean Quahog Red Crab, Scallop, Skate, Spiny Dogfish, Squid/Butterfish, Tilefish	Lobster, Scallop, Halibut, Shrimp, Pelagic,	YES
DONALD J PAULSEN	235	Spiny Dogfish, Summer Flounder, Monkfish, Scup, Skate, Loligo, Butterfish and Mackerel	ME: Shrimp and Scallop	Yes
GARY & ROGER LIBBY/ R & B FISHERIES INC	1474	Bluefish, Spiny Dogfish, Herring, Lobster Non- Trap, Monkfish, Red Crab, Skate and Tilefish	ME: Shrimp	Yes
GARY HATCH /GALLEY HATCH FISHERIES	1446	Bluefish, Spiny Dogfish, Herring, Monkfish, Red Crab, Skate, Squid, Butterfish, Mackerel and Tilefish	ME: Lobster and Shrimp	Yes
GARY HAWKS	2052	Lobster Trap, Monkfish, Quahog, Red Crab, Skate, Squid, Butterfish and Mackerel	ME: Lobster, Bait Gillnet, Shrimp and Halibut	Yes
GERALD CUSHMAN / WINDSONG CORP	419	Bluefish, Spiny Dogfish, Monfish, Skate, Squid, Butterfish and Mackerel	ME: Lobster and Shrimp	Yes
GERALD CUSHMAN / WINDSONG CORP	268	Bluefish, Summer Flounder, Herring, Lobster, Monkfish, Red Crab, Scup, Loligo/Butterfish, Tilefish		Yes
HAROLD TODD / LAUREN WATTS	276	Bluefish, Spiny Dogfish, Summer Flounder, Herring, Monkfish, Red Crab, Skate, Squid, Butterfish, Mackerel, Lobster Trap, and Tilefish	(ME) Shrimp, Scallop	Yes
KELO S PINKHAM	163	Bluefish, Spiny Dogfish, Summer Flounder, Herring, Lobster Trap, Monkfish, Quahog, Red Crab, Surf Clam, Squid, Butterfish, Skate and Mackerel	ME: Lobster and Shrimp	Yes
MITCHELL T NUNAN	1823	Bluefish, Spiny Dogfish, Herring, Scallop, Lobster Trap, Monkfish, Quahog, Surf Clam, Skate, Squid, Butterfish, Mackerel and Tilefish	ME: Lobster	Yes

Sector Member	MRI #	Federal Permits	State Permits	Enrolled in MCCS
SCOTT CARTER	87	Scallop, Monkfish, Tilefish, Lobster Trap and Skate	ME: Lobster, Scallop and Shrimp	Yes
PRESTON S CARTER	1445	Monkfish, Lobster Trap and Skate	ME: Lobster, Scallop and Shrimp	Yes
RANDY V CUSHMAN /MELONY CUSHMAN	383	Spiny Dogfish, Herring, Monkfish, Quahog, Red Crab, Surf Clam, Skate, Mackerel and Tilefish	ME: Scallop, Shrimp and Quahog	Yes
REINIER NIEUWKERK / FV HANNAH JO LLC	2404	Bluefish, Spiny Dogfish, Herring, Lobster Non Trap, Lobster Trap, Monkfish, Skate, Squid, Butterfish and Mackerel	ME: Lobster, Commercial Fishing, and Shrimp	Yes
REINIER NIEUWKERK / FV HANNAH JO LLC	290	Spiny Dogfish, Herring, Lobster Non Trap, Lobster Trap, Monkfish, Quahog, Scup, Surf Clam, Loligo, Squid, Butterfish and Mackerel State Permit(s)	ME: Lobster , Shrimp	Yes
REINIER/LUCINDA NIEUWKERK	2237	Spiny Dogfish, Herring, Monkfish, Squid, Butterfish and Mackerel	No State Licenses for 2012	Yes
ROBERT BICHREST	2260	Spiny Dogfish, Herring, Lobster Trap, Monkfish, Squid, Butterfish and Mackerel	ME: Lobster	Yes
ROBERT EUGLEY	192	Bluefish, Spiny Dogfish, Herring, Lobster, Monkfish, Red Crab, Skate, Squid/Butterfish, Mackerel	Shrimp, Herring, Dragged Crab, Whelk, Periwinkle, Lobster	Yes
ROBERT ODLIN/DIVING ADVENTURES INC.	2358	Bluefish, Spiny Dogfish, Herring, Scallop, American Lobster Non Trap, Lobster Trap, Monkfish, Multispecies, Ocean Quahog, Red Crab, Skate, Squid, Butterfish, Mackerel, Tilefish	ME: Shrimp	Yes
ROGER & GLEN LIBBY /HILDA & HELEN INC	112	Bluefish, Spiny Dogfish, Herring, Scallop, Monkfish, Red Crab, Skate and Tilefish	ME: Shrimp, Scallop and Commercial Fishing	Yes
ROGER ALLARD	1441	Bluefish, Spiny Dogfish, Herring, Lobster, Monkfish, Red Crab, Skate and Tilefish	ME: Lobster and Commercial Fishing	Yes
RUSSELL DAGGETT	2273	Bluefish, Spiny Dogfish, Lobster Trap, Monkfish, Squid, Butterfish and Mackerel	ME: Lobster and Quahog	Yes
RUSSELL DAGGETT	49	Spiny Dogfish, Lobster Trap, Monkfish, Skate, Squid, Butterfish and Mackerel	ME: Lobster, Quahog	Yes
RUSSELL DAGGETT	1256	Bluefish, Spiny Dogfish, American Lobster, Monkfish, Mackerel	No State Licenses for 2012	Yes
STEVEN C BENNER /LORRAINE BENNER	286	Herring, Scallop, Monkfish and Skate	ME: Shrimp	Yes
TAD MILLER /JOHN V MILLER INC	1642	Bluefish, Spiny Dogfish, Herring, Lobster Non Trap, Lobster Trap, Monkfish, Quahog, Red Crab, Surf Clam, Skate, Squid, Butterfish, Mackerel and Tilefish	MA: Squid, Fluke, Lobster Non Trap ME: Shrimp and Commercial Fishing	Yes
THE ISLAND INSTITUTE	402	Spiny Dogfish, American Lobster, Monkfish (D), Skate, Squid/Mackerel/Butterfish	No State Licenses for 2013	Yes
THE NATURE CONSERVENCY	455	American Lobster, Atlantic Mackerel, Bluefish, Herring, Monkfish, Red Crab, Scup, Skate, Spiny Dogfish, Squid/Butterfish, Summer Flounder, Tilefish	No State Licenses for 2013	YES
THE NATURE CONSERVENCY AND THE ISLAND INSTITUTE	1801	Monkfish, Spiny Dogfish, Bluefish, Tilefish, Herring, Red Crab, Skate, Lobster Trap, and Lobster Non-Trap	ME: Shrimp	Yes

December 3, 2012

IN WITNESS WHEREOF, the undersigned party has executed the Maine Coast Community Sector Operations Plan and Agreement for Fishing Year 2013, as of the date first written above.

Signature: 

Name/Company: Glenn Robbins: F/V Western Sea

MRI #: 2040

IN WITNESS WHEREOF, the undersigned party has executed the Maine Coast Community Sector Operations Plan and Agreement for Fishing Year 2013, as of the date first written above.

Signature: Bryan R Kelly

Name/Company: Bryan Kelley: Homemade

MRI #: 1686

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12/03/12

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Article V – Concluding Contract Language

In Witness whereof, by signing this document, the undersigned has enrolled the listed permits in the Maine Coast Community Sector (formerly known as the Port Clyde Community Groundfish Sector) and executed the Agreement known as the Maine Coast Community Sector Operations Plan for the 2013 fishing year, as of December 3, 2012.

The undersigned reserves the right to withdraw from this agreement by written notice to the Board of the Maine Coast Community Sector, provided such notice is postmarked no later than March 1, 2013.

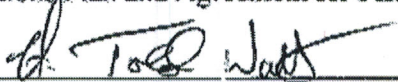
Pursuant to section 402(b)(1)(F) of the Magnuson-Stevens Fishery Conservation and Management Act, 16 U.S.C §1881a(b)(1)(F), the undersigned hereby authorizes the release to the manager of the Maine Coast Community Sector of information that may be or is considered to be confidential or privileged by the Magnuson-Stevens Act or other federal law regarding the catch of all species (both federal and state managed) associated with the Moratorium Right Identifiers (MRIs) enrolled in the sector submitted to the National Marine Fisheries Service 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 Fishery Observer Program data, catch and landings history data, historic landings, sector dockside and at-sea monitoring data, and all other information associated with the vessel, MRI #, and/or permit records.

In addition to the Sector Manager, the Sector Data Specialist and the Fisheries Program Coordinator may be allowed access to this data for specific projects as approved by the Sector Manager.

This information shall be used exclusively by the Sector for matters pertaining to sector management, including record retention requirements. Such information may not be released by the sector to another entity. When information released to the sector by the National Marine Fisheries Service is no longer needed for sector mismanagement it shall be destroyed or returned by the sector manager to the undersigned at his or her election. When the undersigned ceases to be a member of the Sector, this authorization shall be deemed null and void.

Please sign the attached sheet and fill out the required information.

IN WITNESS WHEREOF, the undersigned party has executed the Maine Coast Community Sector Operations Plan and Agreement for Fishing Year 2013, as of the date first written above.

Signature: 

Name/Company: H. TODD WATTS / FV MEGALTAY

MRI #: 276

FAX - 1-866-876-3564

December 3, 2012

IN WITNESS WHEREOF, the undersigned party has executed the Maine Coast Community Sector Operations Plan and Agreement for Fishing Year 2013, as of the date first written above.

Signature: Roger Allard

Name/Company: Roger Allard: Wade's Way

MRI #: 1441

December 3, 2012

IN WITNESS WHEREOF, the undersigned party has executed the Maine Coast Community Sector Operations Plan and Agreement for Fishing Year 2013, as of the date first written above.

Signature: 

Name/Company: Russell Daggett: Sarah Gale

MRI #: 2273

Signature: 

Name/Company: Russell Daggett: Ann Marie

MRI #:  49

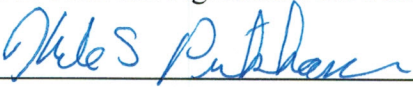
Signature: 

Name/Company: Russell Daggett: Junker

MRI #: 1256

December 3, 2012

IN WITNESS WHEREOF, the undersigned party has executed the Maine Coast Community Sector Operations Plan and Agreement for Fishing Year 2013, as of the date first written above.

Signature: 

Name/Company: Kelo S. Pinkham: Jeanne C

MRI #: 163

December 3, 2012

IN WITNESS WHEREOF, the undersigned party has executed the Maine Coast Community Sector Operations Plan and Agreement for Fishing Year 2013, as of the date first written above.

Signature: Willis M. Spear Jr.

Name/Company: Willis Spear: Easy Does It INC

MRI #: 164

December 3, 2012

IN WITNESS WHEREOF, the undersigned party has executed the Maine Coast Community Sector Operations Plan and Agreement for Fishing Year 2013, as of the date first written above.

Signature: Gerald Cushman

Name/Company: Gerry Cushman: Bugcatcher INC

MRI #: 419

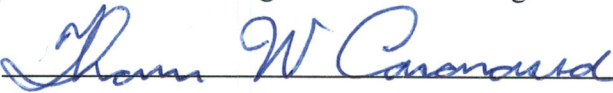
Signature: Gerald Cushman

Name/Company: Gerry Cushman: Generation

MRI #: 268

December 3, 2012

IN WITNESS WHEREOF, the undersigned party has executed the Maine Coast Community Sector Operations Plan and Agreement for Fishing Year 2013, as of the date first written above.

Signature: 

Name/Company: Tom Casamassa: Theresa Irene III

MRI #: 1835

December 3, 2012

IN WITNESS WHEREOF, the undersigned party has executed the Maine Coast Community Sector Operations Plan and Agreement for Fishing Year 2013, as of the date first written above.

Signature: 

Name/Company: Scott Carter: Hannah Ruth

MRI #:  87

December 3, 2012

IN WITNESS WHEREOF, the undersigned party has executed the Maine Coast Community Sector Operations Plan and Agreement for Fishing Year 2013, as of the date first written above.

Signature: Bryan Bichrest

Name/Company: Bryan Bichrest: Safe Haven

MRI #: 5

If you have multiple permits you will be enrolling in the sector please use the space below.

Signature: Bryan Bichrest

Name/Company: Bryan Bichrest: Safe Haven

MRI #: 2341

If you have multiple permits you will be enrolling in the sector please use the space below.

Signature: Bryan Bichrest

Name/Company: Bryan Bichrest: Safe Haven

MRI #: 2204

December 3, 2012

IN WITNESS WHEREOF, the undersigned party has executed the Maine Coast Community Sector Operations Plan and Agreement for Fishing Year 2013, as of the date first written above.

Signature: Preston S. Carter

Name/Company: Preston Carter: Shannon Dawn

MRI #: 1445

Mailing address is:

Preston S. Carter Sr.

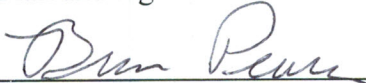
P.O. Box 86

Friendship, Me

04547

December 3, 2012

IN WITNESS WHEREOF, the undersigned party has executed the Maine Coast Community Sector Operations Plan and Agreement for Fishing Year 2013, as of the date first written above.

Signature: 

Name/Company: Brian Pearce: Danny Boy Fisheries INC

MRI #: 78

December 3, 2012

IN WITNESS WHEREOF, the undersigned party has executed the Maine Coast Community Sector Operations Plan and Agreement for Fishing Year 2013, as of the date first written above.

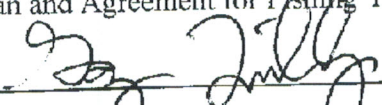
Signature: *Randy Cushman*

Name/Company: Randy Cushman: Ella Christine

MRI #: 383

December 3, 2012

IN WITNESS WHEREOF, the undersigned party has executed the Maine Coast Community Sector Operations Plan and Agreement for Fishing Year 2013, as of the date first written above.

Signature: 

Name/Company: Gary Libby: Leslie & Jessica, R&B Fisheries INC

MRI #: 1474

December 3, 2012

IN WITNESS WHEREOF, the undersigned party has executed the Maine Coast Community Sector Operations Plan and Agreement for Fishing Year 2013, as of the date first written above.

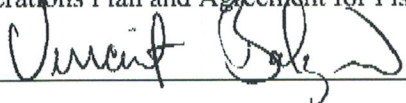
Signature: *Dale R. Martel*

Name/Company: Dale Martel: F/V Endeavor, Fathers and Sons Fisheries INC

MRI #: 1864

December 3, 2012

IN WITNESS WHEREOF, the undersigned party has executed the Maine Coast Community Sector Operations Plan and Agreement for Fishing Year 2013, as of the date first written above.

Signature: 

Name/Company: Vincent Balzano: Balzano LLC

MRI #: 222

December 3, 2012

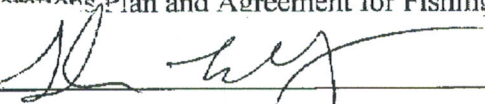
IN WITNESS WHEREOF, the undersigned party has executed the Maine Coast Community Sector Operations Plan and Agreement for Fishing Year 2013, as of the date first written above.

Signature: Robert Eugley J.

Name/Company: Robert Eugley; Katie & Sarah

MRI #: 192

IN WITNESS WHEREOF, the undersigned party has executed the Maine Coast Community
Quota Options Plan and Agreement for Fishing Year 2013, as of the date first written above.

Signature:  12/5/12

Name/Company: Glen Libby: Capt Lee, R&B Fisheries INC

MRI #: 112

December 3, 2012

IN WITNESS WHEREOF, the undersigned party has executed the Maine Coast Community Sector Operations Plan and Agreement for Fishing Year 2013, as of the date first written above.

Signature: Mitchell Nunan

Name/Company: Mitchell Nunan: Pretender

MRI #: 1823

December 3, 2012

IN WITNESS WHEREOF, the undersigned party has executed the Maine Coast Community Sector Operations Plan and Agreement for Fishing Year 2013, as of the date first written above.

Signature: David Horner

Name/Company: David Horner: Luke & Grace

MRI #: 431

December 3, 2012

IN WITNESS WHEREOF, the undersigned party has executed the Maine Coast Community Sector Operations Plan and Agreement for Fishing Year 2013, as of the date first written above.

11-27-2012

Signature: *aj Fuchs*

Name/Company: Island Institute Fishing Permits INC

MRI #: 402

11-27-2012

Signature: *aj Fuchs*

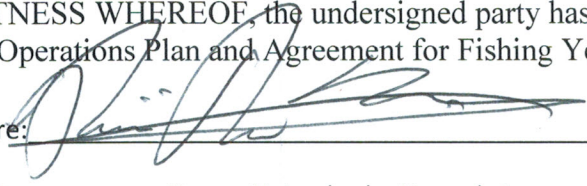
Name/Company: Island Institute Fishing Permits INC

MRI #: 1801

December 3, 2012

IN WITNESS WHEREOF, the undersigned party has executed the Maine Coast Community Sector Operations Plan and Agreement for Fishing Year 2013, as of the date first written above.

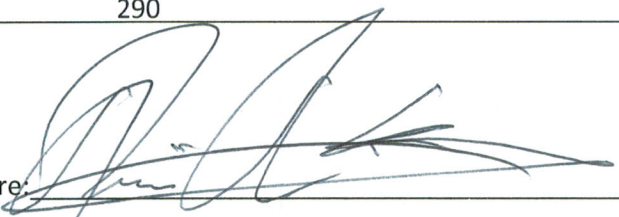
Signature:



Name/Company: Knoep Neiuwkerk: Hannah Jo

MRI #: 290

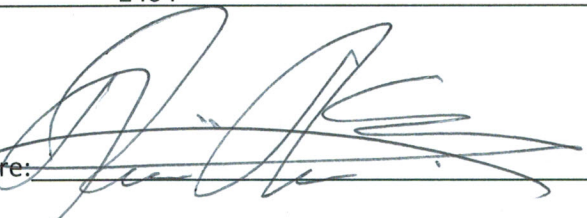
Signature:



Name/Company: Knoep Neiuwkerk: Cutter

MRI #: 2404

Signature:



Name/Company: Knoep Neiuwkerk: Cammie Kendrick

MRI #: 2237

December 3, 2012

IN WITNESS WHEREOF, the undersigned party has executed the Maine Coast Community Sector Operations Plan and Agreement for Fishing Year 2013, as of the date first written above.

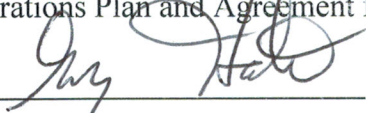
Signature: Steve Benner

Name/Company: Steve Benner: High Roller

MRI #: 286

December 3, 2012

IN WITNESS WHEREOF, the undersigned party has executed the Maine Coast Community Sector Operations Plan and Agreement for Fishing Year 2013, as of the date first written above.

Signature: 

Name/Company: Gary Hatch: Galley Hatch Fisheries INC

MRI #: 1446

December 3, 2012

IN WITNESS WHEREOF, the undersigned party has executed the Maine Coast Community Sector Operations Plan and Agreement for Fishing Year 2013, as of the date first written above.

Signature: Ira M. Miller

Name/Company: Ira Miller: Julie Ann

MRI #: 1642

December 3, 2012

IN WITNESS WHEREOF, the undersigned party has executed the Maine Coast Community Sector Operations Plan and Agreement for Fishing Year 2013, as of the date first written above.

Signature: 

Name/Company: Robert Bichrest: Beverly Joyce

MRI #: 2260

December 3, 2012

IN WITNESS WHEREOF, the undersigned party has executed the Maine Coast Community Sector Operations Plan and Agreement for Fishing Year 2013, as of the date first written above.

Signature: Donald Paulson II 11/20/2012

Name/Company: Donald Paulson II: Misty Mae PERMIT 240143

MRI #: 235

December 3, 2012

IN WITNESS WHEREOF, the undersigned party has executed the Maine Coast Community Sector Operations Plan and Agreement for Fishing Year 2013, as of the date first written above.

Signature:  _____

Name/Company: Geoffrey Smith: The Nature Conservancy

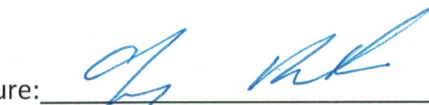
MRI #: 455

IN WITNESS WHEREOF, the undersigned party has executed the Maine Coast Community Sector Operations Plan and Agreement for Fishing Year 2013, as of the date first written above.

Signature: 

Name/Company: Troy Bichrest: Pamela Grace

MRI #: 1815

Signature: 

Name/Company: Troy Bichrest: Jethro

MRI #: 196


Signature: 

Name/Company: Troy Bichrest: Three's Enough

MRI #: 461

December 3, 2012

IN WITNESS WHEREOF, the undersigned party has executed the Maine Coast Community Sector Operations Plan and Agreement for Fishing Year 2013, as of the date first written above.

Signature: 

Name/Company: Arnold Nickerson: Hayley Ann, Hayley Maritime INC

MRI #: 97

December 3, 2012

IN WITNESS WHEREOF, the undersigned party has executed the Maine Coast Community Sector Operations Plan and Agreement for Fishing Year 2013, as of the date first written above.

Signature: 

Name/Company: Gary Hawkes: Amanda Elizabeth

MRI #: 2052

IN WITNESS WHEREOF, the undersigned party has executed the Maine Coast Community Sector Operations Plan and Agreement for Fishing Year 2013, as of the date first written above.

Signature: Robert M. Odell

Name/Company: Diving Adventures INC.

MRI #: 2358

December 3, 2012

IN WITNESS WHEREOF, the undersigned party has executed the Maine Coast Community Sector Operations Plan and Agreement for Fishing Year 2013, as of the date first written above.


Signature: 

Name/Company: Cory Hawkes: Ashley Nicole

MRI #: 17

December 3, 2012

IN WITNESS WHEREOF, the undersigned party has executed the Maine Coast Community Sector Operations Plan and Agreement for Fishing Year 2013, as of the date first written above.

Signature: 

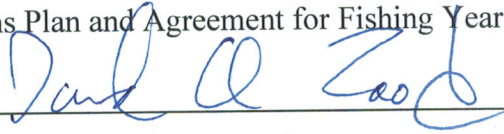
Name/Company: Brian Durant: Free Bird

MRI #: 130

December 3, 2012

IN WITNESS WHEREOF, the undersigned party has executed the Maine Coast Community Sector Operations Plan and Agreement for Fishing Year 2013, as of the date first written above.

Signature: _____

A handwritten signature in blue ink, appearing to read "Alexander Todd", written over a horizontal line.

Name/Company: _____

Alexander Todd: Jacob and Joshua INC

MRI #: _____

1809