

1 SECTOR OPERATIONS PLAN AND AGREEMENT

2 This NORTHEAST FISHERY SECTOR OPERATIONS PLAN AND AGREEMENT (this "Agreement") is entered  
3 into as of April 15 2014 (the "Effective Date"), by and among X Northeast Fishery Sector, Inc. ("NEFS X")  
4 and each of the Sector members identified on the attached Exhibit A.

5 **Recitals**

6 A. Pursuant to "Amendment 16" to the Northeast Multispecies Fishery Management Plan and  
7 implementing regulations promulgated by the National Marine Fisheries Service ("NMFS"), a group of  
8 persons holding limited access multispecies vessel permits may form self-selecting voluntary sectors for  
9 fishery management. As a condition to forming a sector under Amendment 16, the persons wishing to  
10 do so must enter into a binding sector operations plan and agreement that contains the required  
11 elements.

12 B. The parties to this Agreement wish to form a self-selecting voluntary sector under Amendment 16  
13 and to do so are entering into this Agreement.

14 **Agreement**

15 Now therefore, for and in consideration of the agreements, covenants, rights and obligations set forth  
16 herein and the mutual benefits anticipated by the Members under this Agreement, the receipt and  
17 sufficiency of which is hereby acknowledged, the Members and Sector hereby agree as follows:

18 1. Sector Name. The organization described under this Agreement shall be called the X  
19 Northeast Fishery Sector, Inc. This is a non-profit organization incorporated in Massachusetts on May  
20 26, 2009 and therefore may be held liable for violations committed by its members.

21 2. Sector Eligibility and Membership. To be eligible to be a member of the Sector, a person  
22 must hold a Limited Access Northeast multi-species permit and meet all other Sector eligibility  
23 requirements as established from time to time by the Sector's Board of Directors (the "Board"). Any  
24 person wishing to become a Sector member must submit an application no later than sixty (60) days  
25 prior to the annual deadline by which Sector contracts must be submitted to NMFS. Sector membership  
26 shall be effective upon admission of a member by the Board and acceptance by execution by such  
27 member of the Sector's Membership Agreement. Subject to the automatic renewal provisions of  
28 Section 12 below, and the disciplinary expulsion provisions of Section 13 below, Sector membership

1 shall expire at the conclusion of each fishing year, unless renewed by the Board in accordance with the  
2 Sector's Bylaws and this Agreement. The Sector's members (the "Members"), such Members' "Limited  
3 Access Multispecies Permit" (LA MS) as identified by its "Moratorium Rights Identifier" (MRI), and the  
4 vessels that will harvest the Sector's Amendment 16 allocations are identified on the attached **Exhibit A**,  
5 which may be amended from time to time in accordance with this Agreement and the Sector's Bylaws.

6

7 2.1 Rule of Three Requirement: Amendment 16 to the NE multispecies FMP defines a sector as a group  
8 of three or more persons, none of whom have an ownership interest in the other two persons in the  
9 sector. This criterion has been fulfilled with permit # 250467 under the distinct ownership of Stephen  
10 Welch, permit # 230855 under the distinct ownership of Edward Barrett, and permit # 230003 under the  
11 distinct ownership of Ronald Borgeson.

12 3. Member and Vessel Permits. The attached **Exhibit B** is provided in accordance with the  
13 requirements of Amendment 16 that all state and federal permits held by Members or assigned to  
14 Members' vessels be disclosed in each sector's annual operations plan.

15 4. Sector Allocation and Exemptions. Each Member shall take all actions and execute all  
16 documents necessary to obtain the Sector's Amendment 16 annual catch entitlement ("ACE"). The  
17 Sector shall request all universal exemptions granted to sectors under Amendment 16 and relating  
18 multispecies implementing regulations; and any special exemptions the Board deems appropriate. The  
19 special exemptions initially requested by the Sector are identified on the "Harvesting Rules" attached  
20 hereto as **Exhibit C**.

21 5. Distribution of Sector ACE. Each Member acknowledges that the Sector's ACE is composed of  
22 allocations for each species of Northeast multispecies groundfish allocated by Amendment 16 (each  
23 such species being an "Allocated Species"), and any subsequent Framework or Amendment. Subject to  
24 the terms and conditions of this Agreement, each Member shall be entitled to harvest or transfer an  
25 amount of the Sector's ACE, as adjusted by the Sector for retainages including but not limited to the  
26 Reserve, for each Allocated Species proportionate to the amount of ACE for such species that the Sector  
27 receives as a result of such Member's membership in the Sector. The amount of Sector ACE a Member  
28 may harvest or transfer, as adjusted by transfers and Sector retainages including but not limited to the  
29 Reserve, made in accordance with this Agreement, is referred to hereafter as a Member's "Harvest  
30 Share." Each Member may harvest or transfer its Harvest Share only under the terms and conditions of

1 this Agreement and in compliance with the restrictions imposed by the Manager (as defined below), the  
2 Enforcement Committee (as defined below) and the Board in accordance with this Agreement. Any  
3 other attempted harvest or transfer of a Member's Harvest Share shall be a breach of this Agreement.

4 6. Sector Manager and Registered Agent. The Board shall from time to time appoint a person to  
5 act as the Sector's authorized agent in all NMFS and New England Fishery Management Council matters  
6 (the "Manager"), and a person to serve as the registered agent for receiving service of process on behalf  
7 of the Sector (the "Registered Agent"). The procedures for appointing the Manager and the Registered  
8 Agent shall be as provided in the Sector's Bylaws, as the same may be amended from time to time. The  
9 Manager and the Registered Agent may be the same person. The Manager shall be responsible for  
10 preparing and filing all reports required of the Sector under Amendment 16 and the related  
11 implementing regulations. Stephen Welch, Treasurer will serve as the registered agent for receiving  
12 service of process on behalf of the Sector. The Sector will notify NMFS prior to May 1, 2014 who will be  
13 acting as their Manager for FY 2014-2015.

14 6.1 Communication with Sector. The Manager is the primary point of contact for all  
15 communications on behalf of the Sector and all communications regarding NEFS X should be directed  
16 accordingly. In addition to the Sector Manager, Michael Walsh, is authorized to act on behalf of the  
17 Sector. At the time in which this Agreement is entered into, the Board of Directors are as follows:

18 President: Kevin Norton  
19 Vice President: Timothy Barrett  
20 Treasurer: Stephen Welch  
21 Clerk: Francis Mirarchi  
22

23 In the event that the Board of Directors is modified, the Sector will notify NMFS of such modifications.  
24 Additionally, a list of current Board members can also be located at the following link.

25 <http://corp.sec.state.ma.us/CorpWeb/CorpSearch/CorpSearch.aspx>

26 7. Consolidation Plan. The Sector's ACE shall be harvested in accordance with the terms and  
27 conditions of this Section 7.

28 7.1 Harvest Share Reserve. Each Member acknowledges that under NMFS regulations,  
29 the Members' aggregate harvest of the Sector's ACE may not exceed the Sector's ACE allocation, as

1 adjusted by transfers of ACE between the Sector and other sectors. Each Member further acknowledges  
2 that under NMFS regulations, each Member may be held jointly liable for fines, penalties and forfeitures  
3 related to the Sector's ACE being overharvested. Each Member therefore authorizes the Manager to  
4 annually establish a reserve of each Allocated Species in the amount the Manager deems necessary to  
5 insure the Sector's ACE is not over-harvested (the "Reserve"). The Reserve for each Allocated Species  
6 shall be established by assessing the Members' Harvest Shares for such Allocated Species on a pro rata  
7 basis, according to their Harvest Share percentages for each such species. The amount of each  
8 Member's Harvest Share available for harvest or transfer shall be net of the amount assessed for the  
9 Reserve. The Reserve shall be managed under a "Deemed Value System" ("DVS") by the Manager in  
10 accordance with the terms and conditions adopted by the Board from time to time. If the Board  
11 requires that Members pay for distributions from the Reserve, the DVS payments received by the Sector  
12 shall be distributed to the Members after the close of fishing for the year on a pro rata basis, such that  
13 each Member receives a share of the total amount paid for distributions of each Allocated Species from  
14 the Reserve proportionate to the amount of such Allocated Species each Member contributed to the  
15 Reserve.

16           7.2 Harvest Share Use. Only Members that notify the Manager in writing on or before  
17 April 15 2014 (the "Notification Date"), and on or before any succeeding Notification Dates established  
18 by the Board for FY 2014 and thereafter of their intention to harvest Sector ACE ("**Active Members**")  
19 may harvest Sector ACE. Each Member's notice that such Member intends to harvest Sector ACE shall  
20 identify the vessels which will be used for such harvest. **Non-Active Members** shall not harvest Sector  
21 ACE, including without limitation, their own Harvest Share. No **Active Member** shall harvest an amount  
22 of Sector ACE in excess of their Harvest Share. Harvest of each **Active Member's** Harvest Share shall be  
23 subject to all NMFS and other management regulations generally applicable to the Sector's ACE  
24 (including but not limited to seasonal apportionments and area harvest restrictions) on a discreet,  
25 individual basis; i.e., no greater percentage of each Member's Harvest Share may be harvested in any  
26 season or area than the percentage of the related Sector ACE allocation permitted to be harvested in  
27 such season or area. The Manager may impose and enforce additional restrictions on each **Active**  
28 **Member's** harvest of Sector ACE authorized by this Agreement or adopted by the Board.

29           7.2.1 Non-Active Members. The Members acknowledge that **Active Members**  
30 are assuming certain costs and risks associated with harvesting the Sector's ACE on behalf of the **Non-**  
31 **Active Members**, and that the **Active Members** are making certain financial contributions to the Sector

1 that are not made by **Non-Active Members**. Obligations assumed by **Active Members** that are not  
2 imposed on **Non-Active Members include**, but are not limited to payments of the initial Membership  
3 Fee, and paying Network and Sector fees in connection with landings of catch harvested under the  
4 Sector’s ACE. In consideration for the **Active Members** assuming these costs, risks and fee obligations,  
5 each **Non-Active Member** shall:

6 (a) Not fish in any ACE-accountable fisheries;

7 (b) Participate only as a transferor with regards to transfer of such member’s Harvest  
8 Share within the sector. However, a **Non-Active Member** may act as a transferee through an Inter-  
9 Sector transfer of ACE provided the transaction results in a net increase of this Sector’s ACE.

10 (c) Not have access to information on FishTrax, or other Sector specific tools, other than  
11 the information necessary to track the balance of such Member’s Harvest Share, and specifically, shall  
12 not have access to Harvest Share Offers or Permit Offers posted on behalf of Members;

13 (d) Not have the Rights of First Offer on Sector Harvest Share and the related Sector ACE  
14 extended to **Active Members**, which may be adopted or amended from time to time by the Board under  
15 Section 7.3, and shall not have a right of first refusal on Permits extended to **Active Members**, which  
16 may be adopted or amended from time to time by the Board under Section 15;

17 (e) Pay Sector Operating Fees on the net amount of Sector ACE transferred out of the  
18 Sector by such Member, and pay the Network Fee on the net amount of Sector ACE transferred out of  
19 the NEFS Sectors by such Member.

20 7.3 Harvest Share Transfer. Subject to the terms and conditions of this Agreement,  
21 each Member may transfer some or all of such Member’s Harvest Share to one or more **Active**  
22 **Member(s)** on such terms and conditions as the transferor Member and the transferee **Active**  
23 **Member(s)** may agree. No transfer of a Member’s Harvest Share shall become effective until the  
24 Manager has received actual notice of such transfer. No Member may transfer any portion of such  
25 Member’s Harvest Share, or interest in the Sector’s ACE, to any person other than an **Active Member**  
26 unless the Board first authorizes such transfer in writing. Any such transfer shall be subject to such  
27 terms and conditions as the Board may adopt from time to time, including but not limited to  
28 establishment of procedures to implement a Right of First Offer (the “ROFO”) that is extended to **Active**  
29 **Members** of the Sector, **Active Members** of other Northeast Fishery Sectors, and certain other parties in

1 accordance with the terms and conditions established by the Board. Without limiting the foregoing, the  
2 Sector Board of Directors may condition, review, approve and restrict transfers of Harvest Shares to  
3 non-Members as it deems necessary to promote the harvest of the Sector’s entire ACE allocation and  
4 ensure that the Sector’s management and administrative costs can be recouped through reasonable  
5 Sector membership fees established by the Board.

6           7.4 Harvesting Rules and Fishing Plan. The Board may from time to time adopt such  
7 restrictions on harvest of the Sector’s ACE as the Board deems necessary to ensure the Sector’s  
8 compliance with Amendment 16 and related implementing regulations (such restrictions referred to  
9 hereafter as “Harvesting Rules”). The Harvesting Rules are set forth on **Exhibit C**. Each **Active Member**  
10 shall conduct their harvest of the Sector’s ACE in strict compliance with the Harvesting Rules. Each  
11 Member shall exercise their best efforts to ensure such Member’s Harvest Share is harvested in  
12 accordance with the Harvesting Rules. The Manager shall annually develop a Sector fishing plan that  
13 promotes harvest of the Sector’s ACE in accordance with the Harvesting Rules and shall make the Fishing  
14 Plan available to Active Members prior to the commencement of the fishing season.

15           7.5 Re-direction Of Effort. During FY 2012, NEFS X vessels switched fishing efforts into  
16 the following fisheries:

- 17           • Fishery: Squid (Gear: Otter Trawl)
- 18           • Fishery: Fluke (Gear: Otter Trawl)
- 19           • Fishery: Skate (Gear: Otter Trawl)
- 20           • Fishery: Monkfish (Gear: Otter Trawl)

21  
22 During the first quarter of FY 2013, NEFS X vessels switched effort into the following fisheries:

- 23
- 24           • Fishery: State of Massachusetts Squid Fishery (Gear: Otter Trawl)
- 25           • Fishery: State of Massachusetts Fluke Fishery (Gear: Otter Trawl)
- 26           • Fishery: State of Massachusetts Horseshoe Crab Fishery (Gear: Otter Trawl)
- 27           • Fishery: State of Massachusetts Whelk Fishery (Gear: Otter Trawl)
- 28           • Fishery: Squid (Gear: Otter Trawl)
- 29           • Fishery: Fluke (Gear: Otter Trawl)
- 30           • Fishery: Skate (Gear: Otter Trawl)
- 31           • Fishery: Monkfish (Gear: Otter Trawl)

32  
33 During FY 2014, NEFS X anticipates a similar redirection of effort to the fisheries listed above, or

34           7.6 Sector Vessel Interactions with Allocated Species in Non-Amendment 16 Fisheries.

35  
36 NMFS will account for Member harvests of Allocated Species as harvests of the Sector’s ACE, regardless

1 of whether such harvests are made during directed groundfish fishing trips or during other fishing trips,  
2 unless the Allocated Species harvest is managed under another management plan or as a sub-  
3 component annual catch limit (“ACL”) of Amendment 16 Allocated Species. Each **Active Member** shall  
4 report every fishing trip by such Member to the Manager prior to sailing, for determination whether the  
5 related Allocated Species harvest must be accounted for to NMFS as harvest of the Sector’s ACE.

6           7.7 Consolidation and Redistribution of ACE: Scientific recommendations and new  
7 Magnuson requirements will influence the level of consolidation that will take place in the groundfish  
8 fishery. The Sector members intend to utilize sector management to mitigate excessive consolidation  
9 that may occur in the effort controlled system where overall management measures are based upon the  
10 weakest stocks.

11           In FY 2013, 23% of the permits enrolled in the NEFS X for FY 2014 are attached to vessels  
12 actively fishing for NE multispecies. For FY 2014, the NEFS X sector has 43 permits currently enrolled. Of  
13 those permits 16 are anticipated to actively fish for NE multispecies in FY 2014. While these numbers  
14 may change, the NEFS X expects that, compared to FY 2013, there would be

15           No change from the consolidation that previously occurred among the members during  
16 FY 2013. The member permits that are not attached to active NE multispecies vessels in FY 2014 are the  
17 same permits that leased out their ACE in FY 2013. In most cases, a member who owns multiple permits  
18 fished the ACE (or DAS if in the common pool) of all those permits on a single hull and will now continue  
19 to fish the ACE contributed by all those permits on the same single hull, resulting in no additional  
20 consolidation.

21  
22           8. Release of Catch Data. Pursuant to section 402(b)(1)(F) of the Magnuson-Stevens Fishery  
23 Conservation and Management Act, 16 U.S.C. §1881a(b)(1)(F), the undersigned hereby authorizes the  
24 release to the undersigned hereby authorizes the release to the Manager of X Northeast Fishery Sector,  
25 Inc.; Program Director of Northeast Sector Service Network, and the FishTrax Programmer, of  
26 information that may be or is considered to be confidential or privileged by the Magnuson-Stevens Act  
27 or other federal law regarding the catch of various species of fish associated with the limited access  
28 Northeast multispecies permit with the Moratorium Right Identifiers (MRIs) enrolled in the sector  
29 submitted to the National Marine Fisheries Service that the undersigned has authority to access. This  
30 information includes data required to be submitted or collected by NMFS, including but not limited to

1 days-at-sea allocation and usage, vessel trip reports, dealer reports, Northeast Fishery Observer  
2 Program data, information collected for conservation and management purposes, catch and landings  
3 history data, at-sea monitoring data, VMS information, and all other information associated with the  
4 vessel, MRI #, and/or permit records.

5 9. Catch Monitoring and Reporting. Each **Active Member** shall comply with all catch  
6 monitoring and reporting requirements established by the Manager, which may include but are not  
7 limited to maintaining and filing copies of accurate catch logs, carrying fishery observers, installing and  
8 operating electronic vessel and catch monitoring equipment, delivering fish only at pre-approved  
9 landing stations at pre-approved times, and completing and filing accurate delivery reports on a timely  
10 basis. Without limiting the foregoing, each **Active Member** shall submit on a timely basis all catch  
11 information as required by and necessary for the Manager to complete and file the Sector's weekly  
12 reports. Each **Active Member's** harvest of Sector ACE shall be calculated and tabulated in accordance  
13 with the catch accounting measures established by NMFS with respect to the Sector's ACE. Absent  
14 manifest error, the catch and delivery information produced by the Manager shall be presumed  
15 accurate, and absent manifest error, each Member's obligations under this Agreement and all related  
16 documents may be enforced to their fullest extent on the basis of such information.

17 10. Breach and Remedies for Breach. The benefits associated with Sector membership will only  
18 accrue to the Members if each of them strictly complies with this Agreement. Each Member will make  
19 significant operational and financial commitments based on this Agreement, and any Member's failure  
20 to fulfill any of its obligations under this Agreement could have significant adverse consequences for  
21 some or all other Members. Any failure by a Member to fulfill any of its obligations under this  
22 Agreement shall constitute a breach of this Agreement. Each Member shall be bound by the procedures  
23 set forth in this Section for determining whether a Member has breached this Agreement. The Sector  
24 shall be entitled to the remedies set forth in this Section if a Member is determined by the Sector to  
25 have breached this Agreement. Each Member shall take all actions and execute all documents the  
26 Manager deems necessary or convenient to give effect to the provisions of this Section.

27 10.1 Liquidated Damages Schedule and Schedule Amendments. The loss, costs and  
28 damages which may be suffered or incurred by Members as the result of any Member harvesting Sector  
29 ACE in excess of the amount such Member is authorized to harvest under this Agreement, or otherwise  
30 breaching this Agreement, will be difficult to calculate. The loss, costs and damages the Members and  
31 the Sector could suffer as the result of a Member harvesting more Sector ACE than its Harvest Share, or



1 otherwise breaching this Agreement, are likely to substantially exceed the market value of the excess  
2 harvest. Consequently, the Sector may impose and assess upon any breaching Member the liquidated  
3 damages amounts as established under Section 10.3, below.

4           10.2 Enforcement Committee. Not less than one hundred twenty (120) days prior to  
5 each annual Northeast multispecies groundfish season opening date (the “Season Opening Date”), the  
6 Manager shall call a meeting of the Board to appoint the Enforcement Committee for the upcoming  
7 year, and to address any other matters of Sector business properly before the Board. The Board shall  
8 meet for those purposes not less than ninety (90) days prior to the Season Opening Date, and at such  
9 meeting shall appoint an Enforcement Committee composed of five (5) persons. If the Board fails to do  
10 so, the Manager shall appoint the Enforcement Committee. The Enforcement Committee shall assist  
11 the Manager in setting and updating the liquidated damages amounts for breaches of this Agreement  
12 and shall hear and decide Members’ appeals of the Manager’s contract breach determinations and  
13 liquidated damages assessments.

14           10.3 Liquidated Damages Base Value and Multiplier Adoption. Not less than sixty (60)  
15 days prior to each annual Season Opening Date, the Manager shall establish the market value of an  
16 unprocessed pound of each Allocated Species (each such value being a “Base Value”), and transmit such  
17 Base Values to the Enforcement Committee. In establishing such Base Values, the Manager may take  
18 into account both the direct costs and the opportunity costs associated with an over-harvest of the  
19 relevant species. Not less than thirty (30) days prior to each annual Season Opening Date, the  
20 Enforcement Committee, in consultation with the Manager, shall adopt Base Values and Base Value  
21 multipliers, and the liquidated damages amounts for breaches of this Agreement other than over-  
22 harvest of a Member’s Harvest Share, which shall be based on the Enforcement Committee’s estimate  
23 of the losses that the Sector and its Members could be expected to suffer as a result of such breaches.  
24 Because the damages suffered by one or more other Sector Members as the result of a Member  
25 harvesting an amount of Sector ACE in excess of its Harvest Share are likely to substantially exceed the  
26 market value of the excess harvest, the Base Value multipliers shall not be less than three (3). Upon the  
27 Enforcement Committee’s adoption of Base Values and Base Value multipliers, such Base Values and  
28 Base Value multipliers will be the basis for calculation of damages for unreconciled Harvest Share  
29 overages.

30           10.4 Liquidated Damages Calculation. The liquidated damages amount for each pound  
31 by which a Member’s harvest of an Allocated Species exceeds such Member’s Harvest Share for such

1 species shall be the relevant Base Value, multiplied by the relevant liquidated damages multiplier. The  
2 liquidated damages amounts for breaches of this Agreement, other than over-harvest of a Member's  
3 Harvest Share shall be as provided on Exhibit D.

4           10.5 Notice to Vessel Masters; Assumption of Liability. Each vessel harvesting a  
5 Member's Harvest Share, or participating in a fishery that may require utilization of a Member's Harvest  
6 Share (i.e., non-exempt monkfish), will be under the day-to-day command of the vessel's master who  
7 will to a significant degree have control over whether the vessel is operated in compliance with this  
8 Agreement. Each Member shall ensure that the master(s) of the vessel(s) harvesting such Member's  
9 Harvest Share are aware of the terms and conditions of this Agreement governing the harvest of such  
10 Member's Harvest Share, including without limitation the Harvesting Rules, and shall have confirmed  
11 their agreement to abide by such terms in writing. Each Member assumes all liability under this  
12 Agreement arising out of or related to the actions of the master(s) operating such Member's vessel(s).

13           10.6 Liquidated Damages Security. The Board may require that a Member that has two  
14 (2) or more NMFS fishing regulation violations, or which has breached this Agreement or another  
15 sector's operations plan on two (2) or more occasions, post a bond or obtain a letter of credit securing  
16 such Member's payment and performance obligations under this Agreement in such amounts as the  
17 Board deems appropriate, or may require such Member to personally guaranty, and/or have other  
18 Members or third parties personally guaranty, such Member's payment and performance obligations  
19 under this Agreement.

20           10.7 Manager Action in Response to Apparent Breach. The Manager shall monitor the  
21 Members' compliance with the terms and conditions of this Agreement. If the Manager becomes aware  
22 of an apparent breach of this Agreement by a Member, the Manager shall investigate the matter, and if  
23 the Manager concludes that a Member has breached this Agreement, the Manager shall notify such  
24 Member of the apparent breach and (if such breach is reasonably susceptible of cure) provide such  
25 Member with an opportunity to cure the breach. If such Member fails to demonstrate to the Manager,  
26 in the Manager's sole and absolute discretion, that no breach occurred, or to cure the breach within the  
27 time period directed by the Manager, taking into account the magnitude of the breach and the potential  
28 consequences of the breach for the Sector and the other Members, the Manager shall notify the  
29 Member in writing that the Manager is referring the alleged breach to the Enforcement Committee, and  
30 shall notify the Enforcement Committee in writing of the alleged breach and the proposed liquidated  
31 damages. Pursuant to Section 14, below, if during the investigation, notice and cure period described

1 above, the Manager concludes it is necessary for the protection of the interests of the Sector and its  
2 Members, the Manager may issue a “Stop Fishing Order” to the Member in apparent breach, and if such  
3 Member fails to cause the vessels harvesting its Harvest Share to immediately stop fishing, the sector  
4 manager may take any action he/she deems necessary including without limitation, self-help or court  
5 action which may include the seeking of injunctive relief.

6           10.8 Member Appeals. A Member receiving notice of an alleged breach and proposed  
7 liquidated damages shall have five (5) days from the date that the Member receives the notice to  
8 request an appeal hearing before the Enforcement Committee. If a Member fails to request a hearing  
9 within such 5-day appeal period, the Member’s right of appeal shall expire, the Member shall be  
10 deemed to have breached this Agreement in accordance with the Manager’s determination, and the  
11 Member shall be obligated to pay the related liquidated damages. If a Member timely requests an  
12 appeal hearing, the Manager shall consult with the Enforcement Committee and schedule an  
13 Enforcement Committee meeting for that purpose. The Enforcement Committee shall make reasonable  
14 efforts to schedule the meeting at a time and place such that the Member requesting the appeal is able  
15 to attend, and shall provide the Member with at least thirty (30) days advance written notice of the time  
16 and place of the meeting. At such meeting, the Enforcement Committee shall provide the Manager with  
17 an opportunity to present evidence of the apparent breach, and shall provide the Member in apparent  
18 breach with a reasonable opportunity to rebut such evidence. Per Section 9, above, the catch and  
19 delivery data produced by the Manager shall be presumed accurate, and, absent manifest error, each  
20 Member's obligations under this Agreement and all related documents may be enforced to their fullest  
21 extent on the basis of such data. If the Enforcement Committee determines that a Member breached  
22 this Agreement, the Sector shall have the right to collect from such Member the liquidated damages  
23 amount provided for such breach under this Agreement.

24           10.9 Voluntary Compliance. In connection with breaches of this Agreement for which a  
25 Member is liable to the Sector or other Sector Members for liquidated damages, the Sector shall provide  
26 the breaching Member fifteen (15) days prior notice of its intent to exercise its rights of collection,  
27 during which period the Member may propose an alternative method of compensating the Sector and  
28 other Sector Members for the damages suffered as the result of such Member’s breach. The  
29 Enforcement Committee may approve or disapprove any alternative form of compensation in its sole  
30 discretion, provided that if the breach at issue is an overharvest of a Member’s Harvest Share, there  
31 shall be no liquidated damages imposed if the Member in breach obtains sufficient Harvest Share from

1 other Members to offset the overharvest, and tenders conclusive evidence to that effect to the  
2 Enforcement Committee. Such Member shall nevertheless remain liable for the costs and fees incurred  
3 by the Sector in connection with the alleged breach, and the Sector shall be entitled to collect such costs  
4 and fees if such Member fails to pay the same within ten (10) days of receiving the Sector's demand for  
5 payment.

6           10.10 Liquidated Damages Collection and Related Expenses. If a Member fails to  
7 resolve a breach of this Agreement through voluntary compliance measures approved by the  
8 Enforcement Committee and performed by such Member on a timely basis, the Member in breach shall  
9 pay the liquidated damages amount assessed by the Sector within ten (10) days of the end of the  
10 voluntary compliance period described in Section 10.9, above. Liquidated damages amounts not paid  
11 when due shall accrue interest at a rate of interest equal to the prime rate of interest announced by  
12 Bank of America, or such other bank as the Board may select from time to time, as of the last day of the  
13 voluntary compliance period plus twelve percent (12%). If a Member fails to pay the liquidated  
14 damages amount assessed by the Enforcement Committee with interest within thirty (30) days of the  
15 end of the voluntary compliance period described in Section 10.9, above, the Sector may pursue legal  
16 action to collect the liquidated damages. In addition, in connection with Member breaches resulting  
17 from an over-harvest of a Member's Harvest Share, the Sector (acting through the Enforcement  
18 Committee) may take possession of an amount of the Member in breach's Harvest Share for the  
19 overharvested species for the year in which the contract breach occurred and, if necessary, in  
20 subsequent years, in a total amount equal to three (3) times the amount of such over-harvest, provided  
21 that the amount of a Member's liability to the Sector for over-harvest shall be reduced proportionately  
22 to the extent that the Sector does so. In addition to liquidated damages, the Sector shall be entitled to  
23 all fees, costs and expenses, including attorney's fees, actually incurred by the Sector in connection with  
24 any action to collect liquidated damages from a Member in breach of this Agreement, whether or not  
25 the Sector prevails in such action.

26           10.11 Consequential Damages for Gross Negligence or Willful Misconduct. In addition  
27 to the liquidated damages imposed under this Section 10, each Member shall be liable for consequential  
28 damages in connection with a breach of this Agreement resulting from the Member's gross negligence  
29 or willful misconduct. Each Active Member shall be liable for the consequential damages arising out of  
30 or related to the gross negligence or willful misconduct of the captain operating such Active Member's  
31 vessel(s).

1                   10.12 Distribution of Damages. Where a Member’s breach causes one or more other  
2 Members to harvest less than their Harvest Share, damages awarded to the Sector under this provision  
3 shall first be distributed *pro rata* among the Members whose harvest was reduced, with each Member  
4 receiving a fraction of such funds, the numerator of which is the amount by which such Member’s catch  
5 was less than such Member’s allocation or apportionment, and the denominator of which is the sum of  
6 the aggregate amount of by which all Members’ allocations or apportionments were reduced as a result  
7 of the breach, up to the amount of loss suffered by each such Member as the result of the breach. Any  
8 damages awarded to the Sector in excess of those distributed to other Members under this Section, and  
9 any damages awarded in connection with a breach which does not cause any other Member’s allocation  
10 or apportionment to be reduced, shall be retained by the Sector and applied to the costs of Sector  
11 operations.

12                   11. Joint Liability and Indemnification. Each Member acknowledges that the Sector’s Members  
13 may be held jointly liable for ACE overages, discarding of legal-sized fish and misreporting of catch  
14 landings or discards. Further, each Member acknowledges that should a hard total allowable catch  
15 (“TAC”) allocated to the Sector be exceeded in a given fishing year, the Sector’s allocation will be  
16 reduced by the overage in the following fishing year, and the Sector, each vessel participating in the  
17 Sector and each vessel operator and/or vessel owner participating in the Sector may be charged, as a  
18 result of said overages, jointly and severally for civil penalties and permit sanctions pursuant to 15 C.F.R.  
19 Part 904, and that if the Sector exceeds its TAC in more than one (1) fishing year, the Sector’s ACE may  
20 be permanently reduced or the Sector’s authorization to operate may be withdrawn.

21 In consideration of the foregoing, each Active Member agrees to indemnify, defend and hold the Sector  
22 and all other Members harmless from and against all liabilities, claims, fines, penalties and forfeitures of  
23 any nature whatsoever arising out of or related to any breach of this Agreement related to such Active  
24 Member’s harvest of Sector ACE, and each Member agrees to indemnify, defend and hold the Sector  
25 and the other Members harmless from and against all liabilities, claims, fines, penalties and forfeitures  
26 of any nature whatsoever arising out of or related to such Member’s breach of this Agreement. Each  
27 Member’s indemnification obligation under this Section 11 is separate from and in addition to each  
28 Member’s liquidated damages and consequential damages obligations under Section 10, above. Each  
29 Member authorizes the Board to require that a Member’s obligations under this Section 11 be secured  
30 by a surety.

1           12. Membership Termination. No Member may terminate its membership in the Sector other  
2 than in accordance with this Section 12. A Member that has agreed to join the Sector prior to the  
3 Effective Date may withdraw from Sector membership prior to the Effective Date without penalty or  
4 prejudice. Thereafter, only a Member that is not in breach of this Agreement and that has no  
5 outstanding Sector performance or payment obligations may terminate its membership in the Sector,  
6 and may do so only in compliance with the terms and conditions of this Section 12. Notwithstanding the  
7 foregoing, the Board may terminate the membership of a Member in breach of its payment or  
8 performance obligations under this Agreement, as the Board deems appropriate in its sole discretion.

9           Subject to the provisions of this Section 12 regarding withdrawal prior to the Effective Date, above, a  
10 Member that is eligible to terminate such Member's Sector membership may do so only by providing  
11 written notice to that effect to all other Members on or before December 31, 2013 or such date as the  
12 Board may from time to time establish for that purpose (the "Termination Date") each year. A Member  
13 that fails to provide such notice by the Termination Date shall be deemed to have automatically  
14 renewed its Sector membership for the following year, and all other Members shall be entitled to act in  
15 reliance on such renewal accordingly. If any Member provides a membership termination notice by the  
16 Termination Date, each of the other Members shall have ten (10) days from the date they receive such  
17 notice to terminate their membership as well, notwithstanding the Termination Date notice deadline.  
18 Termination of membership in the Sector shall be effective as of the final day of the current fishing year.

19           If a Member is in breach of this Agreement or has outstanding Sector payment or performance  
20 obligations as of the Termination Date, unless the Board takes action to terminate such Member's  
21 membership, such Member's membership shall be deemed renewed for the following year,  
22 notwithstanding any notice of withdrawal such Member may give, and the Sector shall have the  
23 authority to file an application for a Sector allocation including such Member as a Member of the Sector.  
24 Each Member hereby grants the Sector a power-of-attorney, coupled with an interest, for such  
25 purposes, and authorizes each of the Sector's officers to take any and all actions and execute any and all  
26 documents necessary or convenient to give effect to this provision.

27           Termination of membership shall not relieve a person or entity of any obligations under this Agreement  
28 related to the period during which such person or entity was a Member, including but not limited to  
29 liquidated damages obligations for breach of this Agreement, consequential damages obligations for  
30 breaches resulting from acts of gross negligence or willful misconduct, or indemnification obligations  
31 related to such person or entity's actions as a Member.

1           13. Expulsion. A Member may be expelled from the Sector at any time for: (i) a knowing, willful  
2 breach of this Agreement; (ii) any alleged breach of this Agreement that is either not appealed pursuant  
3 to Section 10.8, or is upheld by the Enforcement Committee after being appealed, and which such  
4 Member fails to cure through voluntary compliance approved by the Enforcement Committee pursuant  
5 to Section 10.9, or by paying liquidated damages in accordance with Section 10.10; (iii) perpetrating a  
6 fishery regulation violation that exposes Sector Members to joint liability for such violation. A Member  
7 shall be immediately and automatically expelled from the Sector if such Member ceases to be eligible to  
8 participate in the Sector or if such Member engages in conduct that exposes the Sector or other Sector  
9 Members to antitrust or unfair trade practice liability. As of the date of expulsion, the expelled Member  
10 shall lose all rights to harvest any portion of the Sector's ACE unless the expelled Member is re-  
11 admitted. Expulsion shall not relieve a Member of the obligation to pay fees that were levied prior to  
12 the date of expulsion, or to pay liquidated damages and costs and fees related to an action or omission  
13 by the expelled Member that preceded the date of expulsion. The Sector shall notify NMFS  
14 immediately upon a Sector Member's expulsion; by electronic email, followed by posted mail.

15           14. Stop Fishing Order; Injunctive Relief. Sector members may be held jointly and severally  
16 liable if (a) a Sector exceeds its ACE, (b) a Sector member discards legal-sized fish, or (c) a Sector  
17 member misreports landings or discards. If a Sector exceeds its ACE in a given fishing year, the Sector's  
18 allocation may be reduced by the overage in the following fishing year, and the Sector, each vessel, and  
19 vessel operator and/or vessel owner participating in the Sector may be jointly and severally liable for  
20 civil penalties and permit sanctions pursuant to 15 C.F.R. Part 904 in connection with such overage. In  
21 addition, if a Sector exceeds its ACE in more than one (1) fishing year, NMFS may permanently reduce  
22 the Sector's ACE or withdraw the Sector's authorization to operate.

23           The Sector will exceed its ACE only if one or more members overharvest their Harvest Share, as (subject  
24 to the provisions of Section 7.1, above) the Sector's ACE, less the Reserve, is fully distributed to the  
25 Members as their Harvest Shares. A Member's overharvest of its Harvest Share would be a breach of  
26 this Agreement for which a Member would be liable for damages. Because each incident of ACE  
27 overharvest would constitute a separate violation of the Amendment 16 regulations, and because each  
28 such incident would be treated as a prior violation by NMFS for purposes of determining appropriate  
29 fines, penalties and forfeitures in connection with a subsequent violation, the damages suffered by the  
30 Sector as a result of an overharvest by one or more Members that resulted in the Sector overharvesting  
31 its ACE would be consequential and irreparable.

1 In consideration of these circumstances, and in consideration for the Sector waiving its right to require  
2 each Member to obtain a security bond or pledge collateral to secure its obligation to the Sector to limit  
3 its harvest of Sector ACE to such Member's Harvest Share, which consideration each Member agrees it  
4 has received and is sufficient, the Members hereby agree as follows.

5 14.1 The Sector, acting through the Manager, has the authority to issue to any Member  
6 that the Manager determines is in breach a Stop Fishing Order, and upon such issuance, such Member  
7 shall immediately cause all vessels harvesting its Harvest Share to cease doing so, and such Member  
8 shall not permit the vessels harvesting its Harvest Share to resume doing so unless and until the  
9 Manager rescinds the Stop Fishing Order. Each Member hereby releases the Sector, all other Members  
10 and the Manager from any and all liability of any nature whatsoever, including but not limited to both  
11 contractual and tort liability, for any direct or indirect, incidental or consequential losses or damages  
12 that a Member may suffer as a result of complying with a Stop Fishing Order.

13 14.2 If any vessel(s) harvesting a Members' Harvest Share does not immediately comply  
14 with a Stop Fishing Order in accordance with its terms, the Sector may exercise remedies of self help  
15 and take any and all other action as the Sector determines necessary to enforce the Stop Fishing Order  
16 and this Agreement, including injunctive relief. In seeking injunctive relief, the Sector Manager's burden  
17 of proof (if any) shall be satisfied by A. (production of a copy of the Stop Fishing Order) and B.( evidence  
18 that the vessel continued to fish thereafter).

19 The Member shall be liable to the Sector for all losses, costs, damages, fees and expenses incurred by  
20 the Sector in connection with enforcement, including but not limited to, the costs of obtaining any bond  
21 the Sector may be required to post, whether or not the Sector prevails.

22 15. Permit Transfer/Sale. A Member may transfer a Permit to a party other than a Member,  
23 subject to a Right of First Refusal (the "ROFR"), which may be adopted or amended from time to time by  
24 the Board, in favor of **Active Members** of the Sector, **Active Members** of other Northeast Fishery  
25 Sectors, and certain other parties. No Member may transfer such Member's "LA MS" permit or "MRI"  
26 permit to a person who is not an **Active Member** unless such person assumes all of the transferring  
27 Member's obligations under this Agreement as of the effective date of such transfer. A person other  
28 than a Member who receives a Member's "LA MS" permit or "MRI" permit from a Member in  
29 accordance with this Section 15 (a "Transferee") shall only be eligible to participate in the Sector for the  
30 balance of the fishing year during which the transfer occurs, and thereafter may only remain a Sector



1 Member if such Transferee applies for and is admitted to Sector membership in accordance with Section  
2 2, above.

3 15.1 The Transferee shall be deemed a **Non-Active Member** of the Sector, with no  
4 rights to harvest any Sector ACE, including but not limited to the ACE allocated to the Sector in  
5 connection with the assets acquired under the Permit Offer. A Transferee wishing to acquire **Active**  
6 **Member** status during the fishing year in which the permit transfer occurred must submit a written  
7 request to the Board for consideration. The Board will have the authority to approve, conditionally  
8 approve or deny such request.

9 16. Release and Waiver of All Claims Against Sector Manager; Indemnification and Hold  
10 Harmless. Each Member acknowledges that the effectiveness of this Agreement depends on the  
11 Manager exercising reasonable independent business judgment in good faith in reviewing and approving  
12 or disapproving Members' fishing plans, monitoring harvest of the Sector's ACE, and enforcing the terms  
13 and conditions of this Agreement. Each Member hereby waives and releases any and all claims against  
14 the Manager arising out of or relating to Manager's performance under this Agreement, other than  
15 those arising solely from the gross negligence or willful misconduct by the Manager, as conclusively  
16 determined by a court of final and competent jurisdiction. The Sector and the Members agree to jointly  
17 and severally indemnify, defend and hold the Manager harmless from and against any third party claims,  
18 damages, fines, penalties and liabilities of any kind whatsoever asserted against the Manager in  
19 connection with the Manager's performance under this Agreement, other than those arising out of gross  
20 negligence or willful misconduct by the Manager.

21 17. Sector Membership Fees. At least thirty (30) days prior to the Effective Date, and at least  
22 thirty (30) days prior to each annual Termination Date thereafter, the Board shall notify the Members in  
23 writing of the amount of Sector membership fees that the Board has adopted for the upcoming year of  
24 Sector operations.

25 18. Binding Arbitration. Each Member and the Sector agree to exercise their best good faith  
26 commercially reasonable efforts to resolve any disputes arising under this Agreement through direct  
27 negotiations. Breaches of this Agreement which are not resolved through direct negotiation shall be  
28 submitted to binding arbitration upon the request of any party at interest. Any person nominated as an  
29 arbitrator hereunder by any person shall be a person of mature, sound and reasonable business

1 judgment and experience and either have (a) held a federal fishing master license for at least ten (10)  
2 years, or (b) been an attorney at law practicing in the area of fisheries for at least ten (10) years.

3 The party's written request for arbitration shall include the name of the arbitrator selected by the party  
4 requesting arbitration. The respondent party shall have ten (10) days to provide written notice of the  
5 name of the arbitrator it has selected, if any. If the other party timely selects a second arbitrator, the  
6 two arbitrators will jointly select a third arbitrator within ten (10) days. If the other party does not  
7 timely select the second arbitrator, there shall be only the one arbitrator. The single arbitrator or the  
8 three (3) arbitrators so selected will schedule the arbitration hearing as soon as possible thereafter. Any  
9 arbitrator must have no material ties to the Sector or any Member. The decision of the arbitrator (or in  
10 the case of a three (3) arbitrator panel, the decision of the majority) will be final and binding. The  
11 arbitration will be conducted under the rules of (but not by) the American Arbitration Association. The  
12 parties will be entitled to limited discovery as determined by the arbitrator(s) in his, her or their sole  
13 discretion. All costs of arbitration shall be borne by the party requesting the same. Each party shall bear  
14 its own costs of preparation and presentation, unless, in the case of the Sector, the Board determines to  
15 assess such costs to the applicable Member, which costs shall be immediately due and payable. In no  
16 event will arbitration be available pursuant to this paragraph after the date when commencement of  
17 such legal or equitable proceedings based on such claim, dispute, or other matter in question would be  
18 barred by an applicable statute of limitations.

19 The final decision of the Arbitrators shall not be subject to review or appeal by any other person,  
20 including any court, with the exception of NMFS in its oversight role for the purposes of statutory and  
21 regulatory compliance and consistency. Any right to any such appeal is hereby irrevocably waived and  
22 relinquished. Such final decision shall bind the parties and shall not require any further action of  
23 enforcement or collection once docketed with the records of the Sector. In breach by any Member of  
24 performance thereof, the Manager may *sua sponte* and without any notice or hearing issue a Stop  
25 Fishing Order or an Order of Expulsion respecting such Member in breach.

26 The Sector shall, without limiting the foregoing rights and procedure, also have the right to enforce  
27 any decision against any Member in breach by an action for specific performance, declaratory relief, *lis*  
28 *pendens* or any other action in a court of law having jurisdiction of the parties, it being understood and  
29 agreed that the Federal court for the District of Massachusetts and the Massachusetts Superior Court

1 for the County where the registered office of the Sector is located shall be deemed to have such  
2 jurisdiction

3 19. No Collective Marketing. The Members acknowledge that the Sector has not been formed  
4 or qualified as a collective marketing association. The Members therefore agree that nothing in this  
5 Agreement shall be construed as permitting or obligating Members to collaborate regarding the  
6 processing, marketing or sales of the product produced from catch harvested under their Harvest  
7 Shares. Each Member shall conduct all sales of such catch in competition with the other Members, and  
8 shall hold ex-vessel price information as confidential from other Members until such information  
9 becomes public or until such price information is six months old, unless and until the Sector is properly  
10 qualified under State and Federal law as a collective marketing association

11 20. Amendment and Incorporation by Reference. The Exhibits hereto and the collateral  
12 documents referred to herein are and shall all be as the same may be amended from time to time. Any  
13 amendments thereto or hereto which are approved by the Board shall, as a condition of further  
14 membership of any Member in the Sector be deemed without any requirement of acceptance, consent  
15 or execution by any such Member to have been adopted, ratified and confirmed by such Member.

16

1  
2  
3

**EXHIBIT A**

**Sector Membership Fishing Year 2014 (May 1, 2014 to April 30, 2015)**

**SECTOR MEMBERS:** The following table identifies The NEFS X Members:

<b>PERMIT #</b>	<b>VESSEL NAME</b>
151608	LAST CHANCE
151326	1990 APPLEBY
150948	KATHY ELIZABETH
240033	MONA ELIZABETH
250525	MARY ELIZABETH
251005	PAULA LYN
230003	ANGENETTE
149711	CPH
150792	VESSEL PLAYTIME II
150803	NELLIE M STANLEY
150818	FRANCIS ELIZABETH
150845	GAMBLER
150850	ESTER M
150852	CPH
151447	CPH
150978	KINGS SMALL CRAFT
310231	DONNA MARIE
223338	Sarah Ann
222158	SORRY CHARLIE
230228	ENDEAVOR
210396	PHOENIX
230855	SIRIUS
128572	SILVER ROSE
125743	BRENNA ASHLEY
149951	BARBARA L PETERS
220437	SURVIVAL
148859	UNDERWING
232093	Sarah C
250393	BETSY GALS II
231809	CYGNET
223371	SHANNON ROSE
223496	Destiny
250468	CHERYL ANN
240194	ODESSA
147561	ALREADY GONE

PERMIT #	VESSEL NAME
150538	FIVE GIRLS
250541	MICHAEL BRANDON
149568	LESLIE
150642	1982 STUR
150742	1976 SKIMMER
250467	CPH
147967	Mystic
150849	YANKEE ROSE

1

2 ACTIVE MEMBERS: The following table identifies the Vessels that are authorized to harvest Sector ACE:

Fishing Vessel	Documentation/Registration Number
DESTINY	1092974
ANGENETTE	250536
ENDEAVOR	557094
SIRIUS	605288
ODESSA	554354
YANKEE ROSE	625470
CHERYL ANN	590567
MYSTIC	MS4985AU
DONNA MARIE	605288
BARBARA L PETERS	MS7878AL
UNDERWING	1149703
MICHAEL BRANDON	626829
SORRY CHARLIE	626829
BRENNA ASHLEY	951658
MARY ELIZABETH	624744
SARAH ANN	1048917
PAULA LYN	943258

**EXHIBIT B**

**Sector Member and Vessel Permits Amendment 16 Disclosure Requirements Fishing Year 2014 (May 1, 2014 to April 30, 2015)**

Sector Members have enrolled all eligible Limited Access Multispecies Permits into a Sector.

Additional Information on federal permits associated with Sector Vessels and Sector Members:

Permit	Owner/Entity	Scallop	Monk	Spiny Dogfish Commercial	Multispecies DAS	Multispecies Handgear LA	Squid/Mackerel/Butterfish	Summer Flounder	Skate	Tilefish	Scup	Herring-Open Access Possession Limit	American Lobster Non-Trap	American Lobster TRAP Area 1	American Lobster TRAP Area 2	American Lobster TRAP Outer Cape	Surf Clam	Bluefish Charter\Party	Black Sea Bass Charter\Party	Balck Sea Bass Commercial	Ocean Quahog	Red Crab-Open Access Incidental ByCatch	Highly Migratory Species	Atlantic Mackerel	Bluefish Commercial	Shark Incidental
CPH	South Shore Preservation Fund, Inc	X LAGC Incidental	X CAT D	x	x			x	x	x		x	x				x				x		x		x	
223496	Paul S. Unangst	X LAGC Incidental	x CAT E		x		x	x	x	x	x		x	x					x	x		x		x	x	
230003	Ronald G. Borjeson	X LAGC Incidental	x CAT E	x	x		x		x		x		x				x				x				x	
230228	Kevin R. Shea		x CAT D	x	x				x				x	x				x						x	x	
230855	Edward Barrett		x CAT E		x				x								x				x			x	x	

Permit	Owner/Entity	Scallop	Monk	Spiny Dogfish Commercial	Multispecies DAS	Multispecies Handgear LA	Squid/Mackerel/Butterfish	Summer Flounder	Skate	Tilefish	Scup	Herring-Open Access Possession Limit	American Lobster Non-Trap	American Lobster TRAP Area 1	American Lobster TRAP Area 2	American Lobster TRAPOuter Cape	Surf Clam	Bluefish Charter\Party	Black Sea Bass Charter\Party	Balck Sea Bass Commercial	Ocean Quahog	Red Crab-Open AccessIncidental BYCatch	Highly Migratory Species	Atlantic Mackerel	Bluefish Commercial	Shark Incidental
240033	Philip M. Lynch		x CAT C	x	x		x		x	x		x	x									x		x	x	
150818	South Shore Preservation Fund, Inc				x																					
150948	Philip M. Lynch		x CAT D	x	x		x		x	x		x	x	x	x	x						x		X	X	
240194	Timothy Barrett		x CAT E	x	x		x		x	x		x		x	x		x				x	x		x	x	
250523	South Shore Preservation Fund, Inc		x Incidental Cat E	x	x		x		x	x		x					x				x	x	x	x	x	
150849	Kevin Norton	X LAGC Incidental	x Incidental Cat E	x	x		x	x	x	x	x	x	x	x	x		x			x	x	x	x	x	x	
250393	Lee Jackson		x CAT E		x			x			x		x				x				x					
250467	Stephen Welch		x	x	x		x	x	x	x	x	x	x	x	x	x	x			x	x	x	x	x	x	x
250468	Ronald Gustafson	X LAGC Incidental	x CAT E	x	x				x	x		x					x				x		x		x	
147967	Stephen Welch	x LAGC Incidental	x	x	x		x	x	x	x	x	x	x	x	x	x	x			x	x	x	x	x	x	x

Permit	Owner/Entity	Scallop	Monk	Spiny Dogfish Commercial	Multispecies DAS	Multispecies Handgear LA	Squid/Mackerel/Butterfish	Summer Flounder	Skate	Tilefish	Scup	Herring-Open Access Possession Limit	American Lobster Non-Trap	American Lobster TRAP Area 1	American Lobster TRAP Area 2	American Lobster TRAP Outer Cape	Surf Clam	Bluefish Charter\Party	Black Sea Bass Charter\Party	Balck Sea Bass Commercial	Ocean Quahog	Red Crab-Open Access Incidental ByCatch	Highly Migratory Species	Atlantic Mackerel	Bluefish Commercial	Shark Incidental
310231	Christopher W. King				x																					
150538	Thomas J. Bell		x Cat D	x	x				x	x Commercial/Incidental		x	x	x											x	
150978	Christopher W. King				x																					
149951	Boat Kathleen A. Mirarchi Inc.	X LAGC Incidental	x CAT D	x	x		x	x	x	x		x					x				x	x		x	x	
150792	South Shore Preservation Fund, Inc				x																					
150642	Stephen Welch				x																					
242925	Peter Krzyzewski	X LAGC Incidental	x Cat E		x			x	x	x		x	x	x			x	x	x		x	x	x	x	x	
223371	Timothy F. Seaver				x								x	x									x			
232093	Robert James Roche				x																					
250541	Thomas J. Bell	X LAGC	x Cat D	x	x	x	x Incidental		x	x Incident		x	x	Area		x						x		x	x	



Permit	Owner/Entity	Scallop	Monk	Spiny Dogfish Commercial	Multispecies DAS	Multispecies Handgear LA	Squid/Mackerel/Butterfish	Summer Flounder	Skate	Tilefish	Scup	Herring-Open Access Possession Limit	American Lobster Non-Trap	American Lobster TRAP Area 1	American Lobster TRAP Area 2	American Lobster TRAP Outer Cape	Surf Clam	Bluefish Charter\Party	Black Sea Bass Charter\Party	Balck Sea Bass Commercial	Ocean Quahog	Red Crab-Open Access Incidental ByCatch	Highly Migratory Species	Atlantic Mackerel	Bluefish Commercial	Shark Incidental	
		Incidental					ntal			al				1													
231809	Michael Duane		x		x				x	x Incidental		x		x											x		
222158	Shannon Fisheries Co.	x LAGC Incidental	x	x	x	x			x			x												x	x		
149568	Stephen Welch					x																					
125743	Ames Fisheries Inc.		x CAT D	x	x		x		x	x	x	x	x	x			x				x	x		x	x		
150582	South Shore Preservation Fund, Inc					x																					
210396	Edward Barrett		x CAT E		x				x					x													
250525	Philip M. Lynch	X LAGC Incidental	X CAT E	x	x		x	x	x	x		x	x	x	x	x	x				x	x	x	x	x	x	
150803	South Shore Preservation Fund, Inc					x																					
241088	Henry S. & Joyce Anne	X LAGC Incidental	X IC-E		x		x	x charter	x		x charter/Party	x					x	x	x		x	x	x	x	x		

Permit	Owner/Entity	Scallop	Monk	Spiny Dogfish Commercial	Multispecies DAS	Multispecies Handgear LA	Squid/Mackerel/Butterfish	Summer Flounder	Skate	Tilefish	Scup	Herring-Open Access Possession Limit	American Lobster Non-Trap	American Lobster TRAP Area 1	American Lobster TRAP Area 2	American Lobster TRAP Outer Cape	Surf Clam	Bluefish Charter\Party	Black Sea Bass Charter\Party	Balck Sea Bass Commercial	Ocean Quahog	Red Crab-Open Access Incidental BYCatch	Highly Migratory Species	Atlantic Mackerel	Bluefish Commercial	Shark Incidental
	McCarthy	ntal						part y																		
220437	Survival Fishing Co.				x																					
151326	John J. Good		x CAT E	x	x			x	x	x	x	x	x									x	x		x	
150850	South Shore Preservation Fund, Inc				x																					
223338	Phillip Brazao		x CAT E	x	x			x	x			x	x	x								x			x	
251005	Philip M. Lynch	X LAGC Incidental	X CAT E	x	x		x	x	x	x		x	x	x	x	x	x					x		x	x	
128572	Lance Ricci		x CAT E		x				x																	
150742	Stephen Welch				x																					
150845	South Shore Preservation Fund, Inc				x																					
147561	Thomas J. Bell			x	x	x			x	x Commercial/Incidental		x										x			x	

1 Additional Information on state permits associated with Sector Vessels and Sector Members:

2

Owner/Entity	Coastal Lobster	CAP-SEA Scallop Dredge	Dogfish,	Shellfish,	FRV	Striped Bass	Scup	Fluke	Sea Bass	Northern Shrimp	Sea Scallop shucking	Sea Urchin Diver	Sea Urchi Dredge	Squid	Whiting	Horshoe Crab	Ocean Quahog	Surf Clam	Sea Herring
South Shore Preservation Fund, Inc	x																		
Paul S. Unangst	x		x					x	x										
Ronald G. Borjeson	x		x	x	x		x	x	x		x			x		x			
Kevin R. Shea			x	x	x	x	x	x	x										
Edward Barrett			x	x	x		x	x	x	x				x	x	x			
Philip M. Lynch			x		x						x								
South Shore Preservation Fund, Inc																			
Philip M. Lynch	x		x	x	x		x	x	x	x	x	x	x						
Timothy Barrett	x		x	x	x	x	x	x						x					
South Shore Preservation Fund, Inc																			
Kevin Norton	x		x		x		x	x											
Lee Jackson			x		x	x	x	x	x							x			
Stephen Welch	x		x		x														
Ronald Gustafson			x		x		x	x	x					x					x

Owner/Entity	Coastal Lobster	CAP-SEA Scallop Dredge	Dogfish,	Shellfish,	FRV	Striped Bass	Scup	Fluke	Sea Bass	Northern Shrimp	Sea Scallop shucking	Sea Urchin Diver	Sea Urchi Dredge	Squid	Whiting	Horshoe Crab	Ocean Quahog	Surf Clam	Sea Herring
Stephen Welch	x		x		x				x	x	x	x		x	x	x			
Christopher W. King																			
Thomas J. Bell			x		x														
Christopher W. King																			
Boat Kathleen A. Mirarchi Inc.	x				x		x	x	x	x	x			x	x				
South Shore Preservation Fund, Inc																			
Stephen Welch																			
Peter Krzyzewski	x		x	x	x	x	x	x	x	x	x			x	x	x			
Timothy F. Seaver	x		x		x														
Robert James Roche																			
Thomas J. Bell	x		x		x	x	x	x	x										
Michael Duane	x	x	x	x	x						x			x					
Shannon Fisheries Co.	x		x	x	x	x	x	x	x						x				
Stephen Welch																			
Ames Fisheries Inc.	x		x	x	x	x		x	x		x								
South Shore Preservation Fund, Inc																			
Edward Barrett			x	x	x			x	x	x				x		x	x	x	

Owner/Entity	Coastal Lobster	CAP-SEA Scallop Dredge	Dogfish,	Shellfish,	FRV	Striped Bass	Scup	Fluke	Sea Bass	Northern Shrimp	Sea Scallop shucking	Sea Urchin Diver	Sea Urchi Dredge	Squid	Whiting	Horshoe Crab	Ocean Quahog	Surf Clam	Sea Herring
Philip M. Lynch			x	x	x	x	x		x	x	x	x	x						
South Shore Preservation Fund, Inc																			
Henry S. & Joyce Anne McCarthy			x	x	x		x												
Survival Fishing Co.																			
John J. Good																			
South Shore Preservation Fund, Inc																			
Phillip Brazao	x		x		x		x	x	x	xx				x	x				
Philip M. Lynch	x													x					
Lance Ricci			x																
Stephen Welch																			
South Shore Preservation Fund, Inc																			
Thomas J. Bell					x	x													

1 **EXHIBIT C**

2 **HARVESTING RULES**

3 **Fishing Year 2014 (May 1, 2014 to April 30, 2015)**

4 *The Members and the Participating Vessels of X **Northeast Fishery Sector, Inc.** agree to be legally bound*  
5 *to follow the Harvesting Rules for the Fishing Year 2014 as described herein, in accordance with all*  
6 *provisions of the Sectors Operations Plans and Agreement (herein "Agreement"), notwithstanding those*  
7 *rules and regulations applicable to the common pool Multispecies vessels. Members and the*  
8 *Participating Vessels of NEFS X will fish in primarily in the Gulf of Maine, Inshore Georges Bank, Offshore*  
9 *Georges Bank, though fishing may also occur to a lesser extent in Southern New England/Mid Atlantic*  
10 *(SNE/MA).*

11 **ANNUAL CATCH ENTITLEMENT:** (as determined by NMFS, in live pounds)

<b>Stock</b>	<b>Sector ACE:</b>
GB Cod	20889.5563
GB Cod East	1747.6848
GB Cod West	75489.0516
GOM Cod	41568.2166
GB Haddock	71348.2454
GB Haddock East	41568.2166
GB Haddock West	29780.0288
GOM Haddock	9130.6083
GB Yellowtail Flounder	94.8976
SNE/MA Yellowtail Flounder	6852.7031
CC/GOM Yellowtail Flounder	120700.1139
Plaice	30547.2432
Witch Flounder	16949.3426
GB Winter Flounder	1022.2741
GOM Winter Flounder	260413.4453
SNE/MA Winter Flounder	16695.3598
Redfish	54313.8459
White Hake	27341.004
Pollock	206600.8737

- 1 1. **ANNUAL CATCH ENTITLEMENT:** The members agree that they will not collectively harvest more  
2 than the Sector ACE, as adjusted by transfers, for any allocated groundfish stocks. Furthermore, the  
3 members agree that once an annual ACE is reached no member will fish commercially with any  
4 fishing gear capable of catching any of the allocated groundfish stocks or other species managed  
5 under plan within the applicable area(s): except in those situations where a member is participating  
6 in an exempted fishery, or if a plan submitted by the Sector under §648.87(b)(2)(xiv) in this  
7 document has been approved by NMFS. The Sector members may resume fishing activities if  
8 additional ACE is secured through inter-sector ACE transfer.
- 9 2. **QUOTA MANAGEMENT:** Sector vessels, the dealers to which they are delivering fish and monitors  
10 will use a PC based software for collecting data, reporting catch, landings and discards, and  
11 reporting catch area information for logbook and stock attribution purposes. The Sector will utilize a  
12 quota release program that sets forth overall sector quota (ACE) release targets by species and  
13 individual member Harvest Share targets as they relate to the Sector targets. Interim and annual  
14 targets will be considered in the development of the Sector’s Fishing Plan. The Sector Manager will  
15 monitor the trajectories to interim and annual targets for the Sectors ACE’s as well as for the  
16 individual members Harvest Shares. The Sector expects to utilize ACE Transfers to balance the  
17 Sector’s ACE during the fishing year to prevent exceeding Sector ACE and to assist Members Harvest  
18 Share management.
- 19 3. **RESERVE:** For each stock held by the Sector, the quota release program will utilize an initial target  
20 trajectory that is not to exceed 90% of the current quota held by the Sector as adjusted by ACE  
21 transfers. The remaining 10 % is the minimum aggregate total of the RESERVE buffer system or to  
22 the maximum percentage allowable for carryover to FY 2015. The Sector, through their Board, may  
23 modify the RESERVE holdback percentages for any or all stocks held by the Sector to prevent under  
24 or over harvest of the Sector’s ACE.
- 25 4. **SLOWING CATCH:** The quota release program will incorporate a list of thresholds for both Sector  
26 ACE and member Harvest Shares, for the purposes of alerting the Sector Manager and members.  
27 Thresholds to “Slow Catch”, “Initiate Trading” and “Cease Fishing” will be incorporated into the  
28 Sector quota monitoring system. Members Harvest Shares are net from the Reserve. Therefore,  
29 Harvest Shares trajectories will be set to the Harvest Share. Once 85 % of any Sector ACE is  
30 attained, slowing mechanisms such as tiered landing limits that apply differential counting of quota  
31 or service fees to each tier in excess of agreed landing limits may be utilized. When such slowing  
32 mechanisms are triggered or at any time during the fishing year, the Board may direct the Sector  
33 Manager to seek additional ACE through an ACE transfer with other sectors.
- 34 5. **FULL RETENTION OF LEGAL SIZED FISH:** All legal sized fish of allocated stocks harvested during the  
35 fishing operations must be retained and counted against the Sector’s ACE allocation, unless  
36 otherwise exempted.
- 37 6. **DAYS AT SEA:** Each participating permit and participating vessel will be allocated Days-At-Sea (DAS)  
38 by the Regional Administrator. Sector Member permits will not be subject to the DAS reduction in  
39 Amendment 16 for common pool vessels. Members will be required to use a DAS, as specified in  
40 controlling FMPs, when conducting fishing operations that are not exempted from DAS usage, for  
41 example, when fishing under a monkfish DAS.  
42

1 **7. STOCK AREA DECLARATION:** Prior to leaving port, sector vessels will declare one or more than one  
2 of the four Broad Stock Areas (BSA) as identified in Amendment 16 and relating implementing  
3 regulations.

4 **7.1 Inshore Gulf of Maine Declaration:** For the purpose of providing the Sector and its  
5 Manager with a greater understanding of the fishing patterns conducted by their  
6 members, the following reporting requirements have been crafted and adopted by the  
7 Sector in collaboration with all Northeast Groundfish Sectors in the region. These  
8 provisions afford Sectors an administrative tool to track fishing activity west of the 70:15.  
9 The implementation of the following requirements is conditioned on the adoption by all  
10 Northeast Groundfish Sectors in their FY 2014 Operations Plans. In the event this provision  
11 is not adopted by all Northeast Groundfish Sectors the specifications below will not be  
12 implemented by this Sector.

13 **7.1.1** For the purpose of Section 7.1 of the Harvesting Rules, the portion of BSA 1  
14 West of 70:15 to the shoreline north to the Maine Coast and South to Cape  
15 Cod would be defined as **Inshore GOM**.

16 **7.1.2** When an Observer/Monitor is onboard. The Sector Vessel may declare and  
17 fish in all Broad Stock Areas, including the portion of BSA 1 defined as the  
18 Inshore GOM defined in this section.

19 **7.1.3** When an Observer/Monitor is NOT onboard.

- 20 a. If the Sector Vessel intends to fish West of the 70:15 in the area  
21 described in Section 7.1.1 of these Harvesting Rules as the Inshore  
22 GOM, at any time during a trip, the vessel must declare BSA 1 only and  
23 the Sector Vessel may not conduct any fishing activity outside of the  
24 area defined as BSA 1 for the entire trip.
- 25 b. If the vessel declares more than one Broad Stock Area on a trip, the  
26 vessel is prohibited from conducting fishing activity West of the 70:15 in  
27 the area described in Section 7.1.1 of these Harvesting Rules as the  
28 Inshore GOM.
- 29 c. If the Member declares more than one BSA on the trip, the Member is  
30 prohibited from conducting fishing activity West of the 70:15 in the area  
31 described above as the Inshore GOM and the Member must indicate  
32 acknowledgement of this restriction by transmitting a Trip Start Hail,  
33 through their VMS unit or third party software, and check the “b.  
34 Inshore Gulf of Maine” from the list of Sector Ops Plan Provisions in the  
35 Trip Start Hail.

36  
37  
38 **7.1.4** X, Northeast Fishery Sector Board of Directors reserves the right to remove  
39 and/or modify this Inshore GOM Declaration provision at any time during the  
40 2014-2015 Fishing Year.

41  
42  
43 **8. TRIP HAIL:** Sector vessels will comply with any Hail requirements established by the Sector and/or  
44 Agency.

45 **8.1 METHOD OF TRANSMISSION HAILS:** The sector vessels will be transmitting HAILS (Trip  
46 Start and Trip End) electronically via the email messaging component of their VMS units.



1 All data necessary to the requirements will be sent in compressed formats to minimize  
2 characters and maximize message capacity directly to the Sector's Server which will  
3 collect, store, convert and relay all data elements necessary to meet various requirements.  
4 The Sector will relay required HAILS (Trip State and Trip End) to NMFS, immediately upon  
5 receipt. In the event that the primary system is unavailable, Sector Vessels will utilize a  
6 backup system, including but not limited to, direct cell phone or radio transmission  
7 between the vessel and NMFS OR a relay through the Sector Manager.

8 **8.2** **TRIP START HAIL:** Prior to leaving port on a trip in which the catch of allocated stocks will  
9 count against the Sectors ACE i.e. a sector trip, each Active Vessel must notify their Sector  
10 Manager that the vessel is departing on a sector trip by completing a Trip Start Hail. The  
11 Trip Start Hail ("TSH") must include:

- 12 • Operator's Permit Number
- 13 • Vessel Trip Report (VTR) serial number
- 14 • Whether an Observer (NEFOP) or At-Sea Monitor (ASM) is onboard
- 15 • Usage of specific sector exemptions
- 16 • Usage of specific operations plan provisions
- 17 • Landing Port City
- 18 • Landing State (abbreviation)
- 19 • Estimated time and Date of arrival in port
- 20 • Estimated time and date of offloading (required only for trips less than 6  
21 hours in duration or if fishing within 6 hours of the offload port)
- 22 • Comments (as directed by the Sector Manager or Regional Administrator)

23  
24  
25  
26 **8.3** **TSH FOR TRIPS LESS THAN SIX HOURS OR OCCURRING WITHIN SIX HOURS OF PORT:** For  
27 trips less than six hours in length or occurring within six hours of port, the estimated time  
28 of arrival to port, offload location and estimated offload time will be provided in the Trip  
29 Start Hail (TSH). The Trip End Hail (TEH) will be sent upon completion of the last tow with  
30 required updated information. An alternative timing for the TEH may be implemented  
31 during FY 2014 if agreed upon by the Sector, and NMFS.

32 **8.4** **TSH FOR TRIPS LESS THAN SIX HOURS OR OCCURRING WITHIN SIX HOURS OF PORT:** For  
33 trips less than six hours in length or occurring within six hours of port, the estimated time  
34 of arrival to port, offload location and estimated offload time will be provided in the Trip  
35 Start Hail (TSH). The Trip End Hail (TEH) will be sent upon completion of the last tow with  
36 required updated information. An alternative timing for the TEH may be implemented  
37 during FY 2014 if agreed upon by the Sector, and NMFS.

38 **8.5** **TRIP END HAIL:** The trip-end hail report must be submitted at least 6 hours in advance of  
39 landing for all trips at least 6 hours in duration or occurring more than 6 hours from port.  
40 For shorter trips, the trip-end hail reports must be submitted within sufficient in  
41 consultation with NMFS Office of Law Enforcement. An alternative timing for the trip end  
42 hail may be implemented during FY 2014 if agreed upon by the sector, the monitoring  
43 provider, and NMFS. The trip end hail must include the following:

- 44 • Operator's Permit Number

- 1 • Vessel Trip Report (VTR) serial number
- 2 • First landing port city
- 3 • First landing state (abbreviation)
- 4 • Dealer/Offload Location
- 5 • Estimated time and date of arrival
- 6 • Estimated time and date of offload
- 7 • Second offload port city
- 8 • Second offload state (abbreviation)
- 9 • Total groundfish kept in pounds
- 10 • Total non-groundfish kept in pounds
- 11 • Comments (as directed by the Sector Manager or Regional Administrator)

12  
13 **9. VESSELS FISHING MULTIPLE STOCK AREAS:** If a vessel declares into multiple stock areas the vessel  
14 will complete a catch report each time the vessel changes areas.

15  
16 **10. FISHING IN US/CA AREAS:** When fishing in the US/CA area, a sector vessel that fishes in more than  
17 one US/CA area or more than one of the four stock areas will complete a catch report each time the  
18 vessel changes areas. Sector vessels will track their Eastern US/CA sub-ACE for Cod and Haddock  
19 separately while fishing in the Eastern Area. Sector vessels may fish in all US/CA areas as well as  
20 Open areas in the same trip. In addition to VMS declaration requirements, the vessel will declare  
21 the stock areas (of the Four A16 reporting areas) intended to be fished prior to starting a trip.  
22

23 **11. CLOSED AREAS:** Participating vessels may fish in closed areas to the extent authorized by NMFS.  
24

25 **12. CATCH REPORTS:** All Active Member vessels fishing groundfish will be required to submit complete  
26 catch records to the Sector Manager electronically via VMS email or other electronic means prior to  
27 entering port to end a trip. Catch reports will include, at a minimum, all data elements of a fully  
28 compliant VTR logbook record/s. The Sector Manager may modify, at his/her discretion, the  
29 frequency of reporting transmissions to meet programmatic needs, such as, but not limited to,  
30 participation in a SAP, or internal quota management requirements. In the event a Member vessel is  
31 unable to submit his catch records electronically, the Member, will have no more than twenty-four  
32 (24) hours to provide such reports to the Sector Manager, upon completion of vessel offload.  
33

34 **13. VESSEL LOGBOOKS (VTRs/e-VTR):** All sector members will comply with applicable reporting  
35 requirements including submission of Vessel Trip Reports (VTRs). If Electronic Vessel Trip Reports (e-  
36 VTRs) are approved by the Regional Administrator, Sector Members will submit e-VTRs in the format  
37 required by NERO. Sector Members will execute all documents necessary to meet legal  
38 requirements for the purpose of facilitating e-VTR service.  
39

40 **14. WEEKLY/DAILY REPORTS:** The Sector Manager, or his/her designated representative, will submit  
41 weekly or daily Sector Reports of all landings and discards by sector vessels, to NMFS. The Sector

1 will submit required reports, using the format and procedures prescribed by NMFS. The reports  
2 required by NMFS are the *Sector Manager ACE Status Report*, *Sector Manager Detailed Report*, and  
3 *Sector Manager Trip Issue Report* as codified in §648.87(b)(1)(vi)(B). Specifically, the *Sector Manager*  
4 *Detailed Report* provides information down to the sub-trip level about each sector trip for a given  
5 week, regardless of completeness of the data. The information includes stock, gear, mesh  
6 categories, landing amounts, discards and total catch. The *Sector Manager Trip Issue Report*  
7 provides information about the sector trips for a given week that have enforcement or other issues.  
8 The *Trip Issue Report* allows the sector to briefly describe to NMFS any enforcement or reporting  
9 compliance issues, violations of the Sectors operations plan and regulation, and general problems  
10 with monitoring or sector operations during the reporting period. One *Trip Issue Report* is  
11 submitted per reporting period. The *Sector Manager ACE Status Report* documents the ACE status  
12 calculations, which allows NMFS to cross check totals as stipulated in Amendment 16. In the event  
13 that the Sector triggers daily reporting for a specific allocated stock, the *Sector Manager Daily ACE*  
14 *Status Report* provides the mean for a sector manager to report their Sectors ACE status calculations  
15 on a daily basis if the “trigger point” i.e. thresholds specified in 14.1 have been reached during the  
16 current Fishing Year. These reports are cumulative in nature from the start of the fishing year until  
17 the current reporting week and are adjusted retroactively as data becomes available or issues  
18 documented in JIRA are resolved. JIRA is an issue tracking application implemented by NMFS, which  
19 should be used to report all data quality issues to the appropriate people for research and  
20 correction process.

21  
22 **14.1 REPORTING THRESHOLDS THAT TRIGGER DAILY REPORTING:** The reporting frequency for  
23 the sector manager’s ACE Status Report will be increased to daily when 90% of any of the  
24 sector’s ACEs is reached. The Sector Manager, or a designated representative, must notify  
25 NMFS immediately by email if the threshold that triggers daily reporting has been  
26 reached. During the period when a sector has reached or exceeded 90% of any of its ACEs,  
27 a daily ACE Status Report must be submitted only on a day when a member vessel lands,  
28 or when the sector engages in an ACE transfer of a stock that is exceeding the 90%  
29 threshold.

30  
31 An alternative threshold for triggering daily reporting may be implemented during FY 2014  
32 if agreed upon by the sector and NMFS.

33  
34 **14.2 ENFORCEMENT ISSUES:** The Members acknowledge that the Sector Manager *must* include  
35 any enforcement or reporting compliance issues, including violations of Operations Plan  
36 (excluding those sections identified as administrative provisions in this document);  
37 violations of regulations, or general problems with monitoring or sectors operations in  
38 their *Trip Issue Report* which is submitted to NMFS weekly.

39  
40 **15. ANNUAL REPORT:** Within sixty (60) days of the end of the fishing year the Sector Manager will  
41 submit an annual report to NMFS and the Council that summarizes: fishing activities of Members,  
42 including harvest levels of all species by sector vessels (landings and discards by gear types);  
43 enforcement actions; and any other relevant information required to evaluate the performance of  
44 the Sector. In addition, the Annual Report will report the number of sector vessels that fished for  
45 regulated groundfish and their permit numbers (when such disclosure does not violate protection of  
46 confidentiality); number of vessels that fished for other species; method used to estimate discards;

1 landing port used by sector vessels while landing groundfish; and any other additional information  
2 requested by the Regional Administrator for inclusion in the Annual Report. The Sector will submit  
3 required reports using the format and procedures prescribed by NMFS.  
4

5 **16. STOCK ATTRIBUTION:** The Sector Manager will utilize landings information from each trip and apply  
6 logbook area information to calculate stock attribution ratios for all applicable species.  
7

8 **17. DISCARD RATES AND IN-SEASON DISCARD ESTIMATES:** The Sector manager (or his/her designated  
9 representative) will derive stock specific discards for each trip. If the trip is observed by either an at-  
10 sea monitor or a Northeast Fisheries Observer Program (NEFOP) observer, discards will be derived  
11 based on data collected during that trip and will account for all hauls (observed and unobserved) on  
12 that trip. If the trip is not observed, discards will be derived using the NMFS-provided discard rate  
13 resulting from the NMFS method to estimate 'in-season' discard rates, which may not include data  
14 from research trips or sector trips using certain exemptions.  
15

16 **18. RESERVED FOR FUTURE USE:**  
17

18 **19. DATA MANAGEMENT:** The sector vessels will be transmitting catch data electronically via the email  
19 messaging component of their VMS units. All data necessary for sector ACE management, including  
20 all elements of VTR logbook and daily / weekly reporting requirements will be sent in compressed  
21 formats to minimize characters and maximize message capacity. Notwithstanding reporting  
22 requirements that cannot be altered by a sectors operations plan, the Sector's server will be  
23 capable of collecting, storing, converting and relay all data elements necessary to meet all reporting  
24 requirements in the formats required by the recipients  
25

26 The Sector, acting through its Manager, will maintain database(s) of vessel trip reports (VTR), dealer,  
27 At Sea (ASM), and NEFOP Observer reports. In addition, the Sector will maintain any other database  
28 it determines necessary for its operations. NMFS will maintain a NEFOP/ASM database and will  
29 provide the Sector with data from NEFOP and the ASM program.  
30

31 **20. PROOF OF SECTOR MEMBERSHIP:** Upon approval of the Sector, each sector vessel will be issued a  
32 Letter of Authorization ("LOA"), which will specify the exemptions that have been approved for the  
33 Sector. Each Member agrees that its sector vessels *must* comply with all requirements stipulated in  
34 the LOA and all applicable federal regulations and laws not specifically exempted in the LOA.  
35

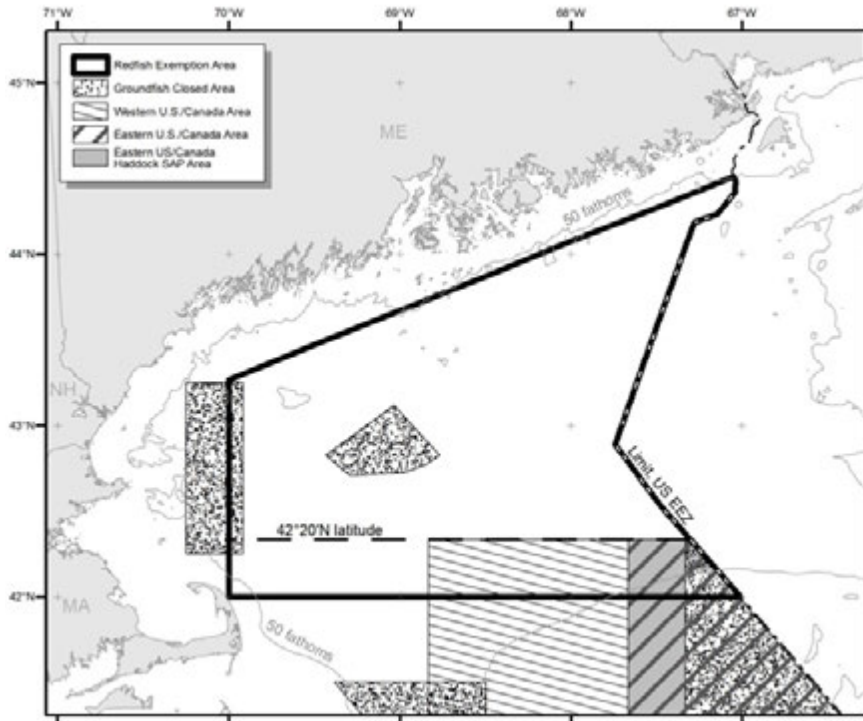
36 Furthermore, Member agrees that its sector vessels shall maintain the LOA, and a copy of the  
37 Sector Agreement and Harvesting Rules on-board at all times while fishing on a 'sector-trip'.  
38

39 **21. SECTOR SPECIFIC EXEMPTIONS:** As referenced in §4.0 of this Agreement all Sectors are granted the  
40 following **Universal Exemptions**.

41 **21.1** Trip limits on NE multispecies stocks, except Atlantic Halibut, windowpane flounder,  
42 ocean pout and Atlantic wolfish.

43 **21.2** All Groundfish DAS restrictions NE multispecies days-at-sea (DAS) restrictions other than  
44 those required to comply with the monkfish and skate fisheries, as specified in §§  
45 648.92 and 648.322;

- 1           **21.3**    Seasonal Closed Areas (currently Georges Bank seasonal closure in May)
- 2           **21.4**    Gulf of Maine Rolling Closures, except for:
- 3                     April – Blocks 124, 125, 132, 133
- 4                     May – Blocks 132, 133, 138, 138,139,140
- 5                     June – Blocks 139, 140, 145, 146, 147, 152
- 6                     Unless authorized as a sector specific exemption.
- 7           **21.5**    The 6.5” minimum mesh size restriction for trawl gear specified at § 648.80(a)(4)(i)
- 8                     when using a haddock separator or Ruhle trawl within the GB Regulated Mesh Area
- 9                     (RMA), provided the vessel uses a codend with at least 6” minimum mesh size.
- 10          **21.6**    Additional mortality controls adopted by Amendment 16, including additional seasonal
- 11                     or year-round closures, gear requirements, DAS reductions, differential DAS counting,
- 12                     and/or restricted gear areas.
- 13
- 14           In addition to the Universal Exemptions granted to all Sectors, as referenced above and in §4.0 of
- 15           this Agreement, **Members agree to abide by the following obligations as specified and**
- 16           **authorized in their LOA, in order to utilize these Sector Specific Exemptions:**
- 17
- 18          **21.7**    120-Day Block Requirement Out of the Fishery for Day Gillnet Vessels:
- 19          **21.8**    20 Day Spawning Block:
- 20          **21.9**    Limitation on the Number of Gillnets for Day Gillnet Vessels:
- 21          **21.10**   Prohibition on a Vessel Hauling Another Vessel’s Gillnet Gear:
- 22          **21.11**   Limitation on the Number of Gillnets that may be hauled on GB when Fishing Under a
- 23                     Groundfish/Monkfish DAS:
- 24          **21.12**   Limitation on the Number of Hooks that may be Fished:
- 25          **21.13**   Length and horsepower restrictions of the DAS leasing program.
- 26          **21.14**   Daily Catch Reporting by Sector Manager for Vessels Participating in the CA I Hook Gear
- 27                     Haddock SAP
- 28          **21.15**   Trawl Gear requirements in the U.S./Canada Management Area
- 29          **21.16**   Requirement to maintain VMS powered while at dock. Vessel acknowledges that this
- 30                     exemption only applies to NE Multispecies requirements. A vessel with other permits
- 31                     requiring constant reporting **may not** use this exemption
- 32          **21.17**   Prohibition on Fishing Inside and Outside the CA I Hook Gear Haddock SAP while on the
- 33                     Same Trip
- 34          **21.18**   Vessels participating in the NEFS X may haul another sector vessel’s groundfish trap
- 35                     gear, provided that each vessel adheres to the gear marking requirements specified at §
- 36                     648.84(a). Gear must be tagged by each vessel that intends to haul the gear
- 37          **21.19**   Exemption from the 6.5-inch mesh size for directed redfish trips: This exemption allows
- 38                     a sector vessel to fish for Acadian redfish in the designated Redfish Exemption Area,
- 39                     described below, using nets with codend mesh as small as 6.0 inches on any approved
- 40                     trawl gear.



1  
2  
3  
4  
5  
6

The Redfish Exemption Area is bounded on the east by the U.S.-Canada Maritime Boundary, and bounded on the north, west, and south by the following coordinates, connected by straight lines in the order listed:

Point	N. Lat.	W. Long.	Note
A	44°27.25'	67°02.75'	
B	44°16.25'	67°30.00'	
C	44°04.50'	68°00.00'	
D	43°52.25'	68°30.00'	
E	43°40.25'	69°00.00'	
F	43°28.25'	69°30.00'	
G	43°16.00'	70°00.00'	
H	42°00.00'	70°00.00'	
I	42°00.00'	(67°00.63')	(1)

7  
8  
9  
10  
11  
12  
13  
14  
15  
16

<sup>1</sup>The intersection of 42°00' N. latitude and the U.S.-Canada Maritime Boundary, approximate longitude in parentheses.

Prior to leaving the dock, any vessel that intends to use the redfish exemption on a trip must declare so through the VMS trip start hail by checking the box next to "Redfish Trip" under sector exemptions. For all trips that declare this exemption (including those that do not use the exemption), NMFS will monitor two monthly catch thresholds:

1  
2 **21.19.1** For every trip that declares the exemption, at least 80-percent of the total  
3 groundfish landed must be Acadian redfish; and

4 **21.19.2** For observed trips that declare the exemption, total groundfish discards  
5 (including redfish), may not exceed 5 percent.  
6

7 **21.20** Prohibition on a Vessel Hailing Another's Vessel's Hook Gear

8 **21.21** Seasonal restrictions of the E. US/Canada Haddock SAP.

9 **21.22** Seasonal restrictions of the CA II Yellowtail Flounder/Haddock SAP.

10 **21.23** Requirement to declare intent to fish in Eastern US/CA Area prior to leaving dock

11 **21.24** Exemption from current mortality closures in order to have year round or partial access  
12 to areas specifically:

13 **21.24.1** Nantucket Lightship: This exemption allows sector vessels to access portions  
14 of the Nantucket Lightship Closed Area to provide additional opportunities to  
15 target monkfish, dogfish, and skates.

16 A trawl vessel may fish in the Western Exemption Area with any legal trawl  
17 gear. A trawl vessel fishing in the Eastern Exemption Area is restricted to  
18 approved selective trawl gear, including the separator trawl, the Ruhle trawl,  
19 or the rope trawl. Flounder nets are prohibited in the Eastern Exemption  
20 Area. A hook vessel is permitted in both areas. A gillnet vessel is restricted  
21 to fishing 10-inch (25.4-cm), or larger, diamond mesh in both areas. A gillnet  
22 vessel must use pingers when fishing in the Western Exemption Area from  
23 December 1 – May 31, because this area lies within the existing Southern  
24 New England Management Area of the Harbor Porpoise Take Reduction Plan.  
25

26 The Western and Eastern Nantucket Lightship Closed Areas are defined by  
27 lines connecting the points listed below in the order stated.  
28

29 Western Nantucket Lightship Closed Area

POINT	LATITUDE	LONGITUDE
31 A	40°50'N	70°20'W
32 B	40°50'N	70°00'W
33 C	40°20'N	70°00'W
34 D	40°20'N	70°20'W
35 A	40°50'N	70°20'W

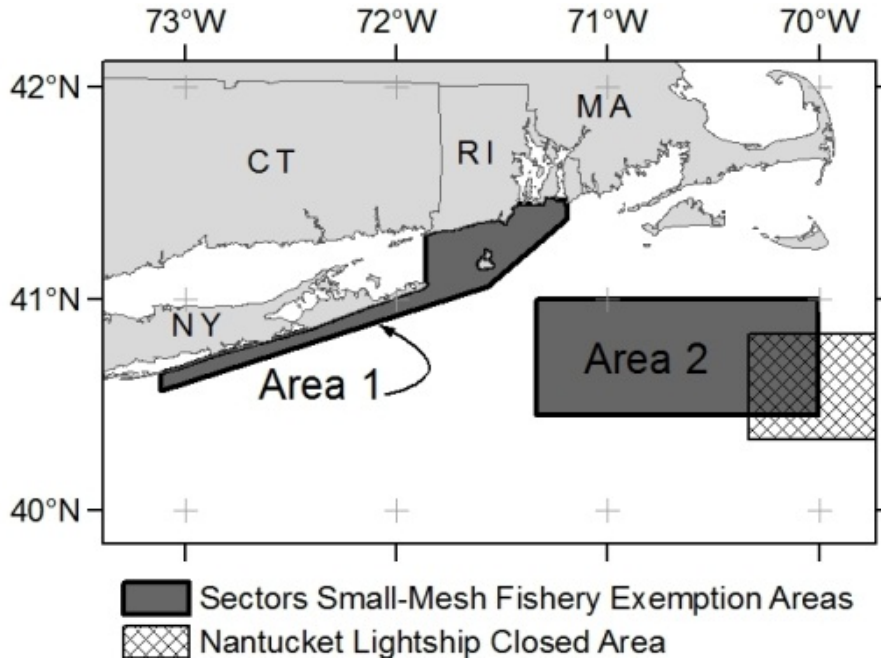
36  
37 Eastern Nantucket Lightship Closed Area

POINT	LATITUDE	LONGITUDE
38 A	40°50'N	69°30'W
39 B	40°50'N	69°00'W
40 C	40°20'N	69°00'W
41 D	40°20'N	69°30'W
42 A	40°50'N	69°30'W

43  
44  
45 Any vessel that intends to access the Western or Eastern Nantucket Lightship  
46 Closed Areas must declare a closed area trip through the VMS trip start hail

by checking the box next to “Closed Area Trip” under sector exemptions. Trip Start Hails must be submitted prior to departure. The sector must follow any additional trip declaration or reporting requirements that NMFS implements during the fishing year.

**21.25** Prohibition on using small mesh trawl nets to target small mesh species (silver hake, red hake, and squid) on a Sector Trip in the SNE Regulated Mesh Area: The exemption applies to sector trips only, and is intended to allow a vessel to catch some small-mesh species, after targeting groundfish. A vessel could land whiting, longfin squid, mackerel, herring and other small-mesh species, provided the vessel still meets the requirements of those fisheries. Because of the requirements in other fisheries, a vessel may not be able to target groundfish and catch more than incidental amounts of small-mesh species. A sector vessel must fish with regulated mesh size nets during the first part of the trip, but may switch to modified small mesh gear for the second portion of the trip. The small-mesh portion of the trip must be fished in Small Mesh Areas 1 and 2, described below.



Sector Small-Mesh Fishery Exemption Area 1 is bounded by the following coordinates connected in the order listed by straight lines, except where otherwise noted:

Point	N. Latitude	W. Longitude	Note
A	40°39.2'	73°07.0'	
B	40°34.0'	73°07.0'	
C	41°03.5'	71°34.0'	
D	41°23.0'	71°11.5'	
E	41°27.6'	71°11.5'	(1)



F	41°18.3'	71°51.5'	
G	41°04.3'	71°51.5'	(2)
A	40°39.2'	73°07.0'	

<sup>1</sup> From POINT E to POINT F along the southernmost coastline of Rhode Island and crossing all bays and inlets following the COLREGS Demarcation Lines defined in 33 CFR part 80.

<sup>2</sup>From POINT G back to POINT A along the southernmost coastline of Long Island, NY and crossing all bays and inlets following the COLREGS Demarcation Lines defined in 33 CFR part 80.

Sector Small-Mesh Fishery Exemption Area 2 is bound by the following coordinates connected in the order listed by straight lines, but excludes the area within the Nantucket Lightship Closed Area:

Point	N. Latitude	W. Longitude
H	41°00.0'N	71°20.0'W
I	41°00.0'N	70°00.0'W
J	40°27.0'N	70°00.0'W
K	40°27.0'N	71°20.0'W
H	41°00.0'N	71°20.0'W

**21.25.1** The modified small mesh gear must contain either:

- a) A drop chain sweep with a minimum drop of 12 inches (30.48 cm) in length, with a 24-inch headrope setback; or
- b) a large mesh belly panel with a minimum mesh size of 32 inches (81.28 cm), with the meshes hung on the half (a hanging ratio of 2:1); or
- c) an excluder grate secured forward of the codend with an outlet hole forward of the grate with bar spacing of no more than 1.97 inches (5.00 cm) wide.

**21.25.2** In order to use this exemption, a vessel must do the following:

- a) Prior to leaving the dock, the vessel must declare a small mesh trip through the VMS trip start hail by checking the box next to "Other Exemption (when directed by NMFS)" under sector exemptions.
- b) A vessel declaring this exemption must stow its small mesh gear when using large-mesh gear during the first portion of the trip.
- c) Upon completing the large-mesh portion of the trip, the vessel must submit a Multispecies Catch Report via VMS with all catch on board. The vessel is prohibited from redeploying its large-mesh gear to target groundfish following submission of the VMS catch report.
- d) Following submission of the catch report, the vessel may deploy its modified small mesh gear in the areas described above. All other applicable small-mesh regulations apply to this portion of the trip.
- e) The vessel must submit comply with the remaining requirements of a sector trip, including the submission of VTRs, a trip end hail, and a final Multispecies Catch Report.

1 A vessel fishing with this exemption must retain and land all legal-sized groundfish on  
2 both the regulated mesh and small mesh portions of the trip.  
3

4 **22. AT-SEA MONITORING.** NEFS 10 will participate in the Northeast Fisheries Observer Program  
5 (NEFOP) and the NMFS-funded at-sea monitoring (ASM) program. Any additional ASM coverage  
6 beyond the NMFS-funded level will be provided pursuant to an independent contract between the  
7 Sector and a NMFS approved provider. This additional ASM coverage will have vessel and trip  
8 selection coordinated through NMFS, will be conducted in the same manner with the same  
9 protocols as the NMFS-funded ASM program, and will use approved at-sea monitors, unless  
10 otherwise instructed. Also, this additional coverage will not be allowed to replace or interfere with  
11 either the coverage of NEFOP or the NMFS-funded ASM program. The Sector manager will maintain  
12 a database of all catch data, including but not limited to VTR, dealer, monitor, and observer data.  
13 NMFS will provide the Sector with data from NEFOP and ASM program.

14 **22.1 USE OF MONITORING SERVICES.** The Members acknowledge that for the Sector to  
15 function efficiently, it is essential that the Active Members conduct their fishing operations  
16 such that at-sea monitoring service costs are kept as low as commercially practical amount.  
17 The Active Members therefore agree to provide accurate landing time projections, to make  
18 landings expeditiously, and to choose landing locations based in part on the efficiency and  
19 responsiveness of the buyer receiving catch harvested under the Sector's ACE. Active  
20 Members who fail to comply with the provision of this Section may be assessed the excess  
21 cost of monitoring resulting from their failure to do so. Furthermore, the Sector BOD, may  
22 opt from time to time to modify provisions such as authorized landing ports in order to  
23 ensure that the cost associated with these required programs do not become cost  
24 prohibitive.

25 **23.1 COVERAGE RATES:** NEFS X will deploy at-sea monitors in a way to achieve coverage of 26%  
26 of trips that is random and representative of the fishing activities of the sector. The Agency  
27 determination of a coverage rate of 26% for FY 2014 includes both ASM and NEFOP  
28 coverage. A monitored trip must be a sector trip, including those taken in which a NE  
29 multispecies day-at-sea is used to target other fisheries such as monkfish or skates, unless  
30 exempted by NMFS.  
31

32 **22.2 ADDITIONAL COVERAGE:** In addition to ensuring that the coverage rates specified by  
33 NMFS are met by the ASM program the Sector may from time to time opt to have  
34 additional coverage in order to fully utilize specific approved exemptions or to address  
35 specific needs of the Sector.

36 **22.3 AT-SEA MONITORING PROVIDER:** The Sector will contract with one or more of the  
37 companies approved by NMFS to provide At-Sea Monitoring and will notify NMFS of its  
38 selection no later than May 1, 2014 via electronic mail or written mail. If a vendor in which  
39 the Sector has a contractual arrangement with is decertified during the fishing year, the  
40 Sector will negotiate a new contractual arrangement with another certified vendor(s) and  
41 notify NMFS of these new agreements.

42 **23. RESERVED FOR FUTURE USE:**

1 **24. RESERVED FOR FUTURE USE:**

2

3 **25. RESERVED FOR FUTURE USE:**

4

5 **26. OFFLOADING PORTS:** The following list represents those ports where sector vessels are authorized  
6 to offload. Additionally, sector vessels are authorized to land fish to trucks within these same  
7 locations.

8

Primary Port(s) of Landing	Secondary Port(s) of Landing
Massachusetts: Boston, Gloucester, New Bedford	Massachusetts: Hyannis, Nantucket, Chatham, Provincetown. New Hampshire: Portsmouth Maine: Portland

9

10 **27. SAFE HARBOR PROTOCOL:** To promote safety at sea, the Sector sets forth the following protocol for  
11 variance from the landing ports listed. If for reasons beyond a vessel operators control such as  
12 severe weather, mechanical failures, compromised hull integrity, instances of pump failures and  
13 danger of sinking, crew injury or life threatening illness and any other emergency situations that  
14 may arise, a sector vessel may enter a port other than those listed as “Landing Ports” to ensure the  
15 safety of the vessel and its crew. In the event that a Sector Vessel must utilize this safe harbor  
16 protocol, they must notify their Manager and NMFS OLE of when and where they had to seek safe  
17 harbor within 6 hours of this entering the port.

18 **28. SECTOR UNDERSTANDING AND ACKNOWLEDGMENTS:** Sector Members understand and  
19 acknowledge that the following provisions have been interpreted by NMFS as applicable to all  
20 operating sectors. Sector Members acknowledge this applicability and where appropriate utilize  
21 these universal interpretations within their sector management and operations:

22 **28.1 INTRA-SECTOR DAYS AT SEA (DAS) LEASING:** Days at Sea may be leased intra-sector  
23 (between members) within the guidelines and procedures contained in the FMP and as  
24 amended by Amendment 16. The Sector would accept any future relief in the length and  
25 horsepower constraints of the program that may be authorized by the RA in the future.

26 **28.2 INTER-SECTOR DAYS AT SEA (DAS) LEASING:** Members who wish to lease Days-at-Sea  
27 (DAS) outside of the Sector are authorized under this provision to do so, only with  
28 Members of other Sectors whom are similarly exempt. Members acknowledge that such  
29 DAS leasing would not be exempted from existing length and horsepower constraints as  
30 currently contained in applicable regulations.

31 **28.3 PAPER VTR:** Members acknowledge that they are bound to all applicable reporting  
32 requirements. Sector vessels shall continue using paper VTRs for FY 2014, as required by  
33 regulations. However, electronic vessel trip reporting (e-VTR) systems for transmission

1 and submission of required VTR reports have been authorized by the Regional  
2 Administrator using a phased implementation process. The Sector and its Members may  
3 utilize e-VTR in accordance with the phased implementation process.

4 **28.4 ADDITIONAL EXEMPTIONS:** Members note that NMFS is generating one Environmental  
5 Assessment for all sectors seeking authorization for Fishing Year 2014, and that NMFS  
6 communication has stated that if an exemption is approved for one Sector, all other  
7 authorized Sectors can be similarly approved for that specific exemption based on the  
8 terms and conditions of the originally requesting sector. In light of this understanding,  
9 NEFS X will request authorization for such exemptions it deems beneficial for its  
10 operations, prior to the publication of the final authorizing rule.

11 **29. MODIFICATION OF HARVESTING RULES:** Members acknowledge that from time to time, the Sector  
12 Manager in collaboration with Board of Directors, and at times Membership, may adopt additional  
13 requirements or restrictions on the internal reporting requirements or fishing activities of all  
14 members in order to ensure effective utilization and management of the Sector's ACE. These  
15 modifications may include, but are not limited to, additional notification of planned fishing activity  
16 to the Manager, additional internal reporting requirements, gear requirements, and restrictions on  
17 locations where fishing may occur during specific times of the year or with specific gear. When such  
18 modifications are implemented, all Members will be notified in writing.  
19

1

**EXHIBIT D**

<b>NEFS X Penalty Schedule</b>			
<b>VIOLATION REGARDING REPORTING, DOCUMENTATION REQUIREMENTS:</b>			
<b>VIOLATION</b>	<b>FIRST OFFENSE</b>	<b>SECOND OFFENSE</b>	<b>THIRD OFFENSE</b>
All violations including but not limited to: providing false statements or supporting documentation on applications or reports to the Sector; late reporting or non-reporting; unreasonable interference with onboard data collectors; failing to participate in Sector Catch Monitoring Programs; (technical and minor violations may result in a letter of warning).	Written Warning <b>or</b> up to \$5000.00	Written Warning <b>and</b> up to \$7,500.00.	Written Warning <b>and</b> up to \$10,000.00 <b>and/or</b> stop fishing order.
<b>VIOLATION REGARDING EXEMPTION PERMIT REQUIREMENTS</b>			
All violations including but not limited to: failure to comply with a permit condition/restriction/letter of authorization issued to Sector Vessels by the Regional Administrator; or failure to comply with VMS/DAS requirements. (Technical and minor violations may result in a letter of warning).	Written Warning <b>or</b> up to \$10,000.00	Written Warning <b>and</b> \$10,000.00-\$50,000.00.	Written Warning <b>and</b> up to \$100,000.00 <b>and/or</b> stop fishing order.
<b>VIOLATION REGARDING TIME/AREA/GEAR RESTRICTIONS</b>			
All violations including but not limited to: exemption areas, closed fisheries, closed season, restricted gear/management areas. (Technical and minor violations may result in a letter of warning).	Written Warning <b>or</b> up to \$20,000.00	Written Warning <b>and</b> \$20,000.00-\$50,000.00.	Written Warning <b>and</b> up to \$100,000.00 <b>and/or</b> expulsion.
<b>VIOLATIONS THAT PLACE THE SECTOR AGREEMENT AT RISK</b>			
All violations including but not limited to a violation of a stop fishing order, fishing in a closed area, transfer of fish from non-sector vessel to a sector vessel, transfer of fish from sector vessel to a non-sector vessel; subverting the reporting requirements or any other action so egregious that it would severely jeopardize the Sectors existing and future authorization(s).	Written Warning <b>and</b> up to \$50,000.00 <b>or</b> stop fishing order.	Stop fishing order <b>or</b> Expulsion.	Expulsion.

2

3

4

1 **Administrative Provisions Addendum:**

2 Notwithstanding regulatory authority granted in other regulations the following provisions represent  
3 those sections of **NEFS X** Agreement and related Exhibits & Addendums that are Administrative in  
4 nature and therefore not subject to enforcement by the National Marine Fisheries Service, as required  
5 to be specified by sector regulations 50 CFR 648.87(b)(2)(x).

6 **SECTOR OPERATIONS PLAN AND AGREEMENT**

7 1. Sector Name.

8 2. Sector Eligibility and Membership.

9 4. Sector Allocation and Exemptions.

10 5. Distribution of Sector ACE.

11 6. Sector Manager and Registered Agent.

12 6.1 Communication with Sector.

13 7. Consolidation Plan.

14 7.1 Harvest Share Reserve.

15 7.2 Harvest Share Use. Section 7.2 is administrative except to the extent that it applies to the  
16 Sector managers ability to impose and utilize legal means to recover Liquefied damages as  
17 authorized in section §10.10 of this agreement, in which case NMFS enforcement procedures  
18 may apply.

19 7.2.1 Non-Active Members. Section 7.2.1 is administrative except to the extent that it  
20 applies to the Sector managers' ability to impose and utilize legal means to recover damages as  
21 authorized in section §10.10 of this agreement, in which case NMFS enforcement procedures  
22 may apply.

23 7.3 Harvest Share Transfer.

24 7.4 Harvesting Rules and Fishing Plan. Section 7.4 is administrative except to the extent that it  
25 applies to Harvesting Rules Sections 1, 5, 6, 7, 8, 11, 16, and 17, which are enforceable and  
26 therefore not considered administrative under this section.

- 1           7.5 Re-direction Of Effort.
- 2           7.6 Sector Vessel Interactions with Allocated Species in Non-Amendment 16 Fisheries.
- 3           7.7 Consolidation and Redistribution of ACE:
- 4   8. Release of Catch Data.
- 5   9. Catch Monitoring and Reporting. Section 9 is administrative except to the extent that it applies to
- 6   Harvesting Rules Sections 13, 14, and 15, which are enforceable and therefore not considered
- 7   administrative under this section.
- 8   10. Breach and Remedies for Breach.
- 9           10.1 Liquidated Damages Schedule and Schedule Amendments.
- 10          10.2 Enforcement Committee.
- 11          10.3 Liquidated Damages Base Value and Multiplier Adoption.
- 12          10.4 Liquidated Damages Calculation.
- 13          10.5 Notice to Vessel Masters; Assumption of Liability.
- 14          10.6 Liquidated Damages Security.
- 15          10.7 Manager Action in Response to Apparent Breach.
- 16          10.8 Member Appeals.
- 17          10.9 Voluntary Compliance.
- 18          10.11 Consequential Damages for Gross Negligence or Willful Misconduct.
- 19          10.12 Distribution of Damages.
- 20   11. Joint Liability and Indemnification.
- 21   12. Membership Termination
- 22   15. Permit Transfer/Sale.

- 1 16. Release and Waiver of All Claims Against Sector Manager; Indemnification and Hold Harmless.
- 2 17. Sector Membership Fees.
- 3 18. Binding Arbitration.
- 4 19. No Collective Marketing.
- 5 20. Amendment and Incorporation by Reference.

7 EXHIBIT C

8 HARVESTING RULES

- 9 2. QUOTA MANAGEMENT:
- 10 3. RESERVE:
- 11 4. SLOWING CATCH:
- 12 7.1 INSHORE GULF OF MAINE DECLARATION
- 13 12. CATCH REPORTS:
- 14 18. RESERVED FOR FUTURE USE:
- 15 19. DATA MANAGEMENT:
- 16 22. MONITORING: In the event that ASM is funded by NMFS, any additional coverage, above that which
- 17 is funded and managed by NMFS, the additional sector funded monitoring will be administrative, except
- 18 in those specific situations where NMFS enforcement would apply.
- 19 23. RESERVED FOR FUTURE USE
- 20 24. RESERVED FOR FUTURE USE
- 21 25. RESERVED FOR FUTURE USE
- 22 27: SAFE HARBOR PROTOCOL:
- 23 28. SECTOR UNDERSTANDING AND ACKNOWLEDGEMENTS
- 24 29. MODIFICATION OF HARVESTING RULES



- 1 Exhibit D is administrative.
- 2 Explanatory Addendum is administrative
- 3 Informational Addendum is administrative

1 EXPLANATORY ADDENDUM

2 Per request by NMFS this **explanatory text** is being provided to identify in one location Right of  
3 First Offer (“ROFO”) and Right of First Refusal (“ROFR”). ROFO and ROFR are two separate and  
4 distinct provisions that deal with harvest share transfers and permit sales, respectively; it is  
5 inaccurate to construe them as meaning the same thing. Nothing within this explanatory  
6 addendum should be considered as part of the Sector governing documents which the Members  
7 have agreed to follow, all questions regarding these provisions should be directed to their  
8 respective sections in the governing documents:

9 § 7.3 Harvest Share Transfers: Right of First Offer i.e. ROFO will be used for intra and  
10 inter sector harvest share transfers.

11 § 15 Permit Transfer/Sale: Right of First Refusal i.e. ROFR will be used for permit sales or  
12 transfers.

1

### INFORMATIONAL ADDENDUM

2

Per request by NMFS the table below identifies specific points of contacts and their responsibilities, which the Agency may utilize to determine

3

appropriate communication stream for inquiries.

Name	Title	Responsibility	Email	Phone	Street 1	City	State	Zip Code
Paula Lynch	Manager	Day-to-Day Sector Operations	<a href="mailto:paulasectorX@yahoo.com">paulasectorX@yahoo.com</a>	781 545 0013	PO Box 205	Scituate	MA	02066
Frank Mirarchi	Director	Policy Issues						
Philip Lynch	Director	Policy Issues						
Ed Barrett	Director	Policy Issues						
Stephen Welch	Director	Policy Issues						
Jackie Odell	NSC Director	Policy Issues						
Jim Reardon	Manager	Reporting SMDR/ACE/Issues						
Stephen Welch	Director	Sector Specific Research						
Frank Mirarchi	Director	Sector Specific Research						
Elizabeth 'Libby' Etrie, NESSN Director		Software Management System						

1

2

3

4



X NORTHEAST FISHERY SECTOR, Inc.  
 FY 2014-2015 SECTOR OPERATIONS PLAN AND AGREEMENT  
 ADHERENCE AGREEMENT

THIS ADHERENCE AGREEMENT is entered into as of this 1 day of MARCH 2014, by the undersigned "Member", who for good and valuable consideration, the receipt and sufficiency of which are acknowledged, hereby agrees as follows:

1. Member has carefully reviewed the NEFS VI Sector Operations Plan and Agreement dated effective as of April 15, 2014 (as the same may be amended or restated from time to time, the "Operations Plan"), and by executing this Adherence Agreement agrees to be bound by all provisions of the Operations Plan and Agreement. Execution of this Adherence Agreement shall have the same effect as execution of the Operations Plan by Member and all other Members of NEFS VI (the "Sector").

2. Upon execution of this Agreement by Member and the satisfaction of all other conditions precedent to Member's membership in the Sector, Member shall be deemed admitted as a Member of the Sector and such admittance shall be reflected on the Sector's records.

3. Member acknowledges that; NEFS VI has adopted **December 31, 2013** as the final date in which a NEFS VI Member may withdraw from NEFS VI prior to the start of the 2014 fishing year. A Member who wishes to withdraw from NEFS VI must do so in the manner specified in the Operations Plan.

4. With full knowledge of the rights and responsibilities of membership Member is signing this agreement as a (check one):

Active Member: (LIST ACTIVE VESSELS)

Fishing Vessel Name \_\_\_\_\_ Doc/Reg # \_\_\_\_\_

Fishing Vessel Name \_\_\_\_\_ Doc/Reg # \_\_\_\_\_

Fishing Vessel Name \_\_\_\_\_ Doc/Reg # \_\_\_\_\_

Note: Member acknowledges that membership is categorized as "active" if any MRI permits listed below and owned by the member will be used to harvest the sector's ACE, or in a fishery in which Sector ACE must be used to account for by-catch of Sector Allocated stocks for example: monkfish, skate, dogfish.

Non-Active Member

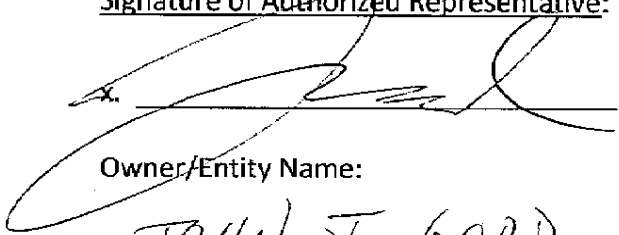
5. Upon execution of this Agreement by Member and the satisfaction of all other conditions precedent to Member's membership in the Sector, Member shall be deemed admitted as a Member of the Sector and such admittance shall be reflected on the Sector's records.

*Continued on next page*

X NORTHEAST FISHERY SECTOR, Inc.  
FY 2014-2015 SECTOR OPERATIONS PLAN AND AGREEMENT  
ADHERENCE AGREEMENT

EXECUTED as of the day and year first set forth above.

Signature of Authorized Representative:



Owner/Entity Name:

JOHN J GOOD

Name of Authorized Representative (print):

JOHN J GOOD

Title: OWNER / OPERATOR

List all permits including those listed in 4.

Permit Number: 230178 MRI 1986

Permit Number: \_\_\_\_\_ MRI \_\_\_\_\_

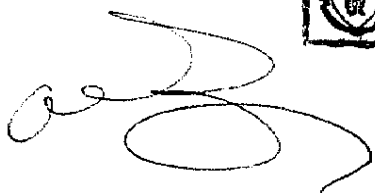
Permit Number: \_\_\_\_\_ MRI \_\_\_\_\_

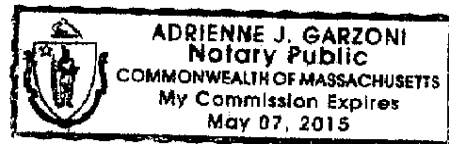
Permit Number: \_\_\_\_\_ MRI \_\_\_\_\_

Permit Number: \_\_\_\_\_ MRI \_\_\_\_\_

Permit Number: \_\_\_\_\_ MRI \_\_\_\_\_

Notary Public:





X NORTHEAST FISHERY SECTOR, Inc.  
FY 2014-2015 SECTOR OPERATIONS PLAN AND AGREEMENT  
ADHERENCE AGREEMENT

THIS ADHERENCE AGREEMENT is entered into as of this 3 day of March, 2014, by the undersigned "Member", who for good and valuable consideration, the receipt and sufficiency of which are acknowledged, hereby agrees as follows:

1. Member has carefully reviewed the NEFS VI Sector Operations Plan and Agreement dated effective as of April 15, 2014 (as the same may be amended or restated from time to time, the "Operations Plan"), and by executing this Adherence Agreement agrees to be bound by all provisions of the Operations Plan and Agreement. Execution of this Adherence Agreement shall have the same effect as execution of the Operations Plan by Member and all other Members of NEFS VI (the "Sector").

2. Upon execution of this Agreement by Member and the satisfaction of all other conditions precedent to Member's membership in the Sector, Member shall be deemed admitted as a Member of the Sector and such admittance shall be reflected on the Sector's records.

3. Member acknowledges that; NEFS VI has adopted **December 31, 2013** as the final date in which a NEFS VI Member may withdraw from NEFS VI prior to the start of the 2014 fishing year. A Member who wishes to withdraw from NEFS VI must do so in the manner specified in the Operations Plan.

4. With full knowledge of the rights and responsibilities of membership Member is signing this agreement as a (check one):

Active Member: (LIST ACTIVE VESSELS)

Fishing Vessel Name \_\_\_\_\_ Doc/Reg # \_\_\_\_\_

Fishing Vessel Name \_\_\_\_\_ Doc/Reg # \_\_\_\_\_

Fishing Vessel Name \_\_\_\_\_ Doc/Reg # \_\_\_\_\_

Note: Member acknowledges that membership is categorized as "active" **if any** MRI permits listed below and owned by the member will be used to harvest the sector's ACE, or in a fishery in which Sector ACE must be used to account for by-catch of Sector Allocated stocks for example: monkfish, skate, dogfish.

Non-Active Member

5. Upon execution of this Agreement by Member and the satisfaction of all other conditions precedent to Member's membership in the Sector, Member shall be deemed admitted as a Member of the Sector and such admittance shall be reflected on the Sector's records.

*Continued on next page*



X NORTHEAST FISHERY SECTOR, Inc.  
FY 2014-2015 SECTOR OPERATIONS PLAN AND AGREEMENT  
ADHERENCE AGREEMENT

EXECUTED as of the day and year first set forth above.

Signature of Authorized Representative:

x. Robert James Roche

Owner/Entity Name:

OWNER

Name of Authorized Representative (print):

Robert James Roche

Title: OWNER

List all permits including those listed in 4.

Permit Number: 232093 MRI 1262

Permit Number: \_\_\_\_\_ MRI \_\_\_\_\_

Permit Number: \_\_\_\_\_ MRI \_\_\_\_\_

Permit Number: \_\_\_\_\_ MRI \_\_\_\_\_

Permit Number: \_\_\_\_\_ MRI \_\_\_\_\_

Permit Number: \_\_\_\_\_ MRI \_\_\_\_\_

Notary Public. Kathleen Concannon  
Notary Public

Personally appeared before me, Robert James Roche, on this 3rd day of March 2014, and executed the foregoing instrument.



KATHLEEN CONCANNON  
Notary Public  
Commonwealth of Massachusetts  
My Commission Expires March 14, 2014

X NORTHEAST FISHERY SECTOR, Inc.  
FY 2014-2015 SECTOR OPERATIONS PLAN AND AGREEMENT  
ADHERENCE AGREEMENT

THIS ADHERENCE AGREEMENT is entered into as of this 3<sup>rd</sup> day of March 2014, by the undersigned "Member", who for good and valuable consideration, the receipt and sufficiency of which are acknowledged, hereby agrees as follows:

1. Member has carefully reviewed the NEFS VI Sector Operations Plan and Agreement dated effective as of April 15, 2014 (as the same may be amended or restated from time to time, the "Operations Plan"), and by executing this Adherence Agreement agrees to be bound by all provisions of the Operations Plan and Agreement. Execution of this Adherence Agreement shall have the same effect as execution of the Operations Plan by Member and all other Members of NEFS VI (the "Sector").

2. Upon execution of this Agreement by Member and the satisfaction of all other conditions precedent to Member's membership in the Sector, Member shall be deemed admitted as a Member of the Sector and such admittance shall be reflected on the Sector's records.

3. Member acknowledges that; NEFS VI has adopted **December 31, 2013** as the final date in which a NEFS VI Member may withdraw from NEFS VI prior to the start of the 2014 fishing year. A Member who wishes to withdraw from NEFS VI must do so in the manner specified in the Operations Plan.

4. With full knowledge of the rights and responsibilities of membership Member is signing this agreement as a (check one):

Active Member: (LIST ACTIVE VESSELS)

Fishing Vessel Name _____	Doc/Reg # _____
Fishing Vessel Name _____	Doc/Reg # _____
Fishing Vessel Name _____	Doc/Reg # _____

Note: Member acknowledges that membership is categorized as "active" **if any** MRI permits listed below and owned by the member will be used to harvest the sector's ACE, or in a fishery in which Sector ACE must be used to account for by-catch of Sector Allocated stocks for example: monkfish, skate, dogfish.

Non-Active Member

5. Upon execution of this Agreement by Member and the satisfaction of all other conditions precedent to Member's membership in the Sector, Member shall be deemed admitted as a Member of the Sector and such admittance shall be reflected on the Sector's records.

*Continued on next page*

X NORTHEAST FISHERY SECTOR, Inc.  
 FY 2014-2015 SECTOR OPERATIONS PLAN AND AGREEMENT  
 ADHERENCE AGREEMENT

EXECUTED as of the day and year first set forth above. (15) MRI

Signature of Authorized Representative:

x. Edna J Barrett

Owner/Entity Name: Community South Shore Fishing Preservation Fund

Name of Authorized Representative (print):

Edward Barrett

Title: President

List all permits including those listed in 4.

Permit Number: 250523 MRI 374  
~~212~~ MRI ~~150818~~

Permit Number: CPH MRI 19

Permit Number: 150845 MRI 7378

Permit Number: 150850 MRI 2026  
Ester

Permit Number: 150803 MRI 1902

Permit Number: 150852 MRI 1802  
Unicorn  
PLAYTime 500  
150792

P#	MRI
150818	212
CPH	19
150845	7378
150850	2026
150803	1902
150852	1802
150792	500
250523	374

SSFCPF

Notary Public:

Mary Ann Hebert 3/3/14  
 Commonwealth of Massachusetts  
 My commission expires  
 Nov 19, 2015

X NORTHEAST FISHERY SECTOR, Inc.  
FY 2014-2015 SECTOR OPERATIONS PLAN AND AGREEMENT  
ADHERENCE AGREEMENT

THIS ADHERENCE AGREEMENT is entered into as of this \_\_\_\_ day of \_\_\_\_\_, 201\_\_, by the undersigned "Member", who for good and valuable consideration, the receipt and sufficiency of which are acknowledged, hereby agrees as follows:

1. Member has carefully reviewed the NEFS VI Sector Operations Plan and Agreement dated effective as of April 15, 2014 (as the same may be amended or restated from time to time, the "Operations Plan"), and by executing this Adherence Agreement agrees to be bound by all provisions of the Operations Plan and Agreement. Execution of this Adherence Agreement shall have the same effect as execution of the Operations Plan by Member and all other Members of NEFS VI (the "Sector").

2. Upon execution of this Agreement by Member and the satisfaction of all other conditions precedent to Member's membership in the Sector, Member shall be deemed admitted as a Member of the Sector and such admittance shall be reflected on the Sector's records.

3. Member acknowledges that; NEFS VI has adopted **December 31, 2013** as the final date in which a NEFS VI Member may withdraw from NEFS VI prior to the start of the 2014 fishing year. A Member who wishes to withdraw from NEFS VI must do so in the manner specified in the Operations Plan.

4. With full knowledge of the rights and responsibilities of membership Member is signing this agreement as a (check one):

Active Member: (LIST ACTIVE VESSELS)

Fishing Vessel Name	<u>Mystic</u>	Doc/Reg #	<u>MS 8230 AX</u>
Fishing Vessel Name	_____	Doc/Reg #	_____
Fishing Vessel Name	_____	Doc/Reg #	_____

Note: Member acknowledges that membership is categorized as "active" **if any** MRI permits listed below and owned by the member will be used to harvest the sector's ACE, or in a fishery in which Sector ACE must be used to account for by-catch of Sector Allocated stocks for example: monkfish, skate, dogfish.

Non-Active Member

5. Upon execution of this Agreement by Member and the satisfaction of all other conditions precedent to Member's membership in the Sector, Member shall be deemed admitted as a Member of the Sector and such admittance shall be reflected on the Sector's records.

*Continued on next page*

X NORTHEAST FISHERY SECTOR, Inc.  
FY 2014-2015 SECTOR OPERATIONS PLAN AND AGREEMENT  
ADHERENCE AGREEMENT

EXECUTED as of the day and year first set forth above.

Signature of Authorized Representative:

x. Step Welch

Owner/Entity Name:

\_\_\_\_\_

Name of Authorized Representative (print):

Stephen Welch

Title: Sector SLAVE

List all permits including those listed in 4.

Permit Number: 147967 MRI 406

Permit Number: 250467 MRI 397

Permit Number: 150642 MRI 642

Permit Number: 149567 MRI 1637

Permit Number: 150742 MRI 2362

Permit Number: \_\_\_\_\_ MRI \_\_\_\_\_

Notary Public:

*Maylin Hebert 3/3/14  
Commonwealth of Mass.  
My commission expires Nov. 19, 2015*

X NORTHEAST FISHERY SECTOR, Inc.  
FY 2014-2015 SECTOR OPERATIONS PLAN AND AGREEMENT  
ADHERENCE AGREEMENT

THIS ADHERENCE AGREEMENT is entered into as of this 3<sup>rd</sup> day of MARCH 2014, by the undersigned "Member", who for good and valuable consideration, the receipt and sufficiency of which are acknowledged, hereby agrees as follows:

1. Member has carefully reviewed the NEFS VI Sector Operations Plan and Agreement dated effective as of April 15, 2014 (as the same may be amended or restated from time to time, the "Operations Plan"), and by executing this Adherence Agreement agrees to be bound by all provisions of the Operations Plan and Agreement. Execution of this Adherence Agreement shall have the same effect as execution of the Operations Plan by Member and all other Members of NEFS VI (the "Sector").

2. Upon execution of this Agreement by Member and the satisfaction of all other conditions precedent to Member's membership in the Sector, Member shall be deemed admitted as a Member of the Sector and such admittance shall be reflected on the Sector's records.

3. Member acknowledges that; NEFS VI has adopted **December 31, 2013** as the final date in which a NEFS VI Member may withdraw from NEFS VI prior to the start of the 2014 fishing year. A Member who wishes to withdraw from NEFS VI must do so in the manner specified in the Operations Plan.

4. With full knowledge of the rights and responsibilities of membership Member is signing this agreement as a (check one):

Active Member: (LIST ACTIVE VESSELS)

Fishing Vessel Name _____	Doc/Reg # _____
Fishing Vessel Name _____	Doc/Reg # _____
Fishing Vessel Name _____	Doc/Reg # _____

Note: Member acknowledges that membership is categorized as "active" **if any** MRI permits listed below and owned by the member will be used to harvest the sector's ACE, or in a fishery in which Sector ACE must be used to account for by-catch of Sector Allocated stocks for example: monkfish, skate, dogfish.

Non-Active Member


5. Upon execution of this Agreement by Member and the satisfaction of all other conditions precedent to Member's membership in the Sector, Member shall be deemed admitted as a Member of the Sector and such admittance shall be reflected on the Sector's records.

*Continued on next page*

X NORTHEAST FISHERY SECTOR, Inc.  
FY 2014-2015 SECTOR OPERATIONS PLAN AND AGREEMENT  
ADHERENCE AGREEMENT

EXECUTED as of the day and year first set forth above.

Signature of Authorized Representative:

x. 

Owner/Entity Name:

Timothy Sevier

Name of Authorized Representative (print):

\_\_\_\_\_

Title: \_\_\_\_\_

List all permits including those listed in 4.

Permit Number: 1227 MRI 223371

Permit Number: \_\_\_\_\_ MRI \_\_\_\_\_

Permit Number: \_\_\_\_\_ MRI \_\_\_\_\_

Permit Number: \_\_\_\_\_ MRI \_\_\_\_\_

Permit Number: \_\_\_\_\_ MRI \_\_\_\_\_

Permit Number: \_\_\_\_\_ MRI \_\_\_\_\_

Notary Public:

Maryann Hebert 3/3/14  
Commonwealth of Mass.  
My commission expires  
11/19/15

X NORTHEAST FISHERY SECTOR, Inc.  
FY 2014-2015 SECTOR OPERATIONS PLAN AND AGREEMENT  
ADHERENCE AGREEMENT

THIS ADHERENCE AGREEMENT is entered into as of this 3 day of March 2014, by the undersigned "Member", who for good and valuable consideration, the receipt and sufficiency of which are acknowledged, hereby agrees as follows:

1. Member has carefully reviewed the NEFS VI Sector Operations Plan and Agreement dated effective as of April 15, 2014 (as the same may be amended or restated from time to time, the "Operations Plan"), and by executing this Adherence Agreement agrees to be bound by all provisions of the Operations Plan and Agreement. Execution of this Adherence Agreement shall have the same effect as execution of the Operations Plan by Member and all other Members of NEFS VI (the "Sector").

2. Upon execution of this Agreement by Member and the satisfaction of all other conditions precedent to Member's membership in the Sector, Member shall be deemed admitted as a Member of the Sector and such admittance shall be reflected on the Sector's records.

3. Member acknowledges that; NEFS VI has adopted **December 31, 2013** as the final date in which a NEFS VI Member may withdraw from NEFS VI prior to the start of the 2014 fishing year. A Member who wishes to withdraw from NEFS VI must do so in the manner specified in the Operations Plan.

4. With full knowledge of the rights and responsibilities of membership Member is signing this agreement as a (check one):

Active Member: (LIST ACTIVE VESSELS)

Fishing Vessel Name SARAH ANN Doc/Reg # 1048917

Fishing Vessel Name \_\_\_\_\_ Doc/Reg # \_\_\_\_\_

Fishing Vessel Name \_\_\_\_\_ Doc/Reg # \_\_\_\_\_

Note: Member acknowledges that membership is categorized as "active" **if any** MRI permits listed below and owned by the member will be used to harvest the sector's ACE, or in a fishery in which Sector ACE must be used to account for by-catch of Sector Allocated stocks for example: monkfish, skate, dogfish.

Non-Active Member

5. Upon execution of this Agreement by Member and the satisfaction of all other conditions precedent to Member's membership in the Sector, Member shall be deemed admitted as a Member of the Sector and such admittance shall be reflected on the Sector's records.

*Continued on next page*



X NORTHEAST FISHERY SECTOR, Inc.  
FY 2014-2015 SECTOR OPERATIONS PLAN AND AGREEMENT  
ADHERENCE AGREEMENT

EXECUTED as of the day and year first set forth above.

Signature of Authorized Representative:

x. 

Owner/Entity Name:

Philip Brazao

Name of Authorized Representative (print):

\_\_\_\_\_

Title: \_\_\_\_\_

List all permits including those listed in 4.

Permit Number: 223338 MRI 2090

Permit Number: \_\_\_\_\_ MRI \_\_\_\_\_

Permit Number: \_\_\_\_\_ MRI \_\_\_\_\_

Permit Number: \_\_\_\_\_ MRI \_\_\_\_\_

Permit Number: \_\_\_\_\_ MRI \_\_\_\_\_

Permit Number: \_\_\_\_\_ MRI \_\_\_\_\_

Notary Public:

Marylin Hebert 3/3/14  
Commonwealth of Mass  
My commission expires  
11/19/15

X NORTHEAST FISHERY SECTOR, Inc.  
FY 2014-2015 SECTOR OPERATIONS PLAN AND AGREEMENT  
ADHERENCE AGREEMENT

THIS ADHERENCE AGREEMENT is entered into as of this 3 day of March, 2014, by the undersigned "Member", who for good and valuable consideration, the receipt and sufficiency of which are acknowledged, hereby agrees as follows:

1. Member has carefully reviewed the NEFS VI Sector Operations Plan and Agreement dated effective as of April 15, 2014 (as the same may be amended or restated from time to time, the "Operations Plan"), and by executing this Adherence Agreement agrees to be bound by all provisions of the Operations Plan and Agreement. Execution of this Adherence Agreement shall have the same effect as execution of the Operations Plan by Member and all other Members of NEFS VI (the "Sector").

2. Upon execution of this Agreement by Member and the satisfaction of all other conditions precedent to Member's membership in the Sector, Member shall be deemed admitted as a Member of the Sector and such admittance shall be reflected on the Sector's records.

3. Member acknowledges that; NEFS VI has adopted **December 31, 2013** as the final date in which a NEFS VI Member may withdraw from NEFS VI prior to the start of the 2014 fishing year. A Member who wishes to withdraw from NEFS VI must do so in the manner specified in the Operations Plan.

4. With full knowledge of the rights and responsibilities of membership Member is signing this agreement as a (check one):

Active Member: (LIST ACTIVE VESSELS)

Fishing Vessel Name	<u>Odessa</u>	Doc/Reg #	<u>554354</u>
Fishing Vessel Name	_____	Doc/Reg #	_____
Fishing Vessel Name	_____	Doc/Reg #	_____

Note: Member acknowledges that membership is categorized as "active" if any MRI permits listed below and owned by the member will be used to harvest the sector's ACE, or in a fishery in which Sector ACE must be used to account for by-catch of Sector Allocated stocks for example: monkfish, skate, dogfish.

Non-Active Member

5. Upon execution of this Agreement by Member and the satisfaction of all other conditions precedent to Member's membership in the Sector, Member shall be deemed admitted as a Member of the Sector and such admittance shall be reflected on the Sector's records.

*Continued on next page*

X NORTHEAST FISHERY SECTOR, Inc.  
FY 2014-2015 SECTOR OPERATIONS PLAN AND AGREEMENT  
ADHERENCE AGREEMENT

EXECUTED as of the day and year first set forth above.

Signature of Authorized Representative:

x. Timothy Barrett

Owner/Entity Name:

F/V Odessa

Name of Authorized Representative (print):

Timothy Barrett

Title:

Owner

List all permits including those listed in 4.

Permit Number: 240194 MRI 313

Permit Number: \_\_\_\_\_ MRI \_\_\_\_\_

Permit Number: \_\_\_\_\_ MRI \_\_\_\_\_

Permit Number: \_\_\_\_\_ MRI \_\_\_\_\_

Permit Number: \_\_\_\_\_ MRI \_\_\_\_\_

Permit Number: \_\_\_\_\_ MRI \_\_\_\_\_

Notary Public:

Mary Ann Hebert 3/3/14  
Commonwealth of Mass.  
My commission expires  
11/19/15

X NORTHEAST FISHERY SECTOR, Inc.  
FY 2014-2015 SECTOR OPERATIONS PLAN AND AGREEMENT  
ADHERENCE AGREEMENT

THIS ADHERENCE AGREEMENT is entered into as of this 3 day of March 2014, by the undersigned "Member", who for good and valuable consideration, the receipt and sufficiency of which are acknowledged, hereby agrees as follows:

1. Member has carefully reviewed the NEFS VI Sector Operations Plan and Agreement dated effective as of April 15, 2014 (as the same may be amended or restated from time to time, the "Operations Plan"), and by executing this Adherence Agreement agrees to be bound by all provisions of the Operations Plan and Agreement. Execution of this Adherence Agreement shall have the same effect as execution of the Operations Plan by Member and all other Members of NEFS VI (the "Sector").

2. Upon execution of this Agreement by Member and the satisfaction of all other conditions precedent to Member's membership in the Sector, Member shall be deemed admitted as a Member of the Sector and such admittance shall be reflected on the Sector's records.

3. Member acknowledges that; NEFS VI has adopted **December 31, 2013** as the final date in which a NEFS VI Member may withdraw from NEFS VI prior to the start of the 2014 fishing year. A Member who wishes to withdraw from NEFS VI must do so in the manner specified in the Operations Plan.

4. With full knowledge of the rights and responsibilities of membership Member is signing this agreement as a (check one):

Active Member: (LIST ACTIVE VESSELS)

Fishing Vessel Name	<u>SIRIUS</u>	Doc/Reg #	<u>647814</u>
Fishing Vessel Name	<u>Phoenix</u>	Doc/Reg #	<u>605288</u>
Fishing Vessel Name	_____	Doc/Reg #	_____

Note: Member acknowledges that membership is categorized as "active" **if any** MRI permits listed below and owned by the member will be used to harvest the sector's ACE, or in a fishery in which Sector ACE must be used to account for by-catch of Sector Allocated stocks for example: monkfish, skate, dogfish.

Non-Active Member

5. Upon execution of this Agreement by Member and the satisfaction of all other conditions precedent to Member's membership in the Sector, Member shall be deemed admitted as a Member of the Sector and such admittance shall be reflected on the Sector's records.

*Continued on next page*

X NORTHEAST FISHERY SECTOR, Inc.  
FY 2014-2015 SECTOR OPERATIONS PLAN AND AGREEMENT  
ADHERENCE AGREEMENT

EXECUTED as of the day and year first set forth above.

Signature of Authorized Representative:

x. *EJ Barrett*

Owner/Entity Name:

*Edward Barrett*

Name of Authorized Representative (print):

\_\_\_\_\_

Title: *owner*

List all permits including those listed in 4.

Permit Number: *230855* MRI *182*

Permit Number: *210396* MRI *1847*

Permit Number: \_\_\_\_\_ MRI \_\_\_\_\_

Permit Number: \_\_\_\_\_ MRI \_\_\_\_\_

Permit Number: \_\_\_\_\_ MRI \_\_\_\_\_

Permit Number: \_\_\_\_\_ MRI \_\_\_\_\_

Notary Public:

*Marylin Hebert 3/3/14*  
*Commonwealth of Mass.*  
*My commonwealth expires 11/19/15*

X NORTHEAST FISHERY SECTOR, Inc.  
FY 2014-2015 SECTOR OPERATIONS PLAN AND AGREEMENT  
ADHERENCE AGREEMENT

THIS ADHERENCE AGREEMENT is entered into as of this 3 day of March, 2014, by the undersigned "Member", who for good and valuable consideration, the receipt and sufficiency of which are acknowledged, hereby agrees as follows:

1. Member has carefully reviewed the NEFS VI Sector Operations Plan and Agreement dated effective as of April 15, 2014 (as the same may be amended or restated from time to time, the "Operations Plan"), and by executing this Adherence Agreement agrees to be bound by all provisions of the Operations Plan and Agreement. Execution of this Adherence Agreement shall have the same effect as execution of the Operations Plan by Member and all other Members of NEFS VI (the "Sector").

2. Upon execution of this Agreement by Member and the satisfaction of all other conditions precedent to Member's membership in the Sector, Member shall be deemed admitted as a Member of the Sector and such admittance shall be reflected on the Sector's records.

3. Member acknowledges that; NEFS VI has adopted **December 31, 2013** as the final date in which a NEFS VI Member may withdraw from NEFS VI prior to the start of the 2014 fishing year. A Member who wishes to withdraw from NEFS VI must do so in the manner specified in the Operations Plan.

4. With full knowledge of the rights and responsibilities of membership Member is signing this agreement as a (check one):

Active Member: (LIST ACTIVE VESSELS)

Fishing Vessel Name Endeavor Doc/Reg # 557094

Fishing Vessel Name \_\_\_\_\_ Doc/Reg # \_\_\_\_\_

Fishing Vessel Name \_\_\_\_\_ Doc/Reg # \_\_\_\_\_

Note: Member acknowledges that membership is categorized as "active" **if any** MRI permits listed below and owned by the member will be used to harvest the sector's ACE, or in a fishery in which Sector ACE must be used to account for by-catch of Sector Allocated stocks for example: monkfish, skate, dogfish.

Non-Active Member

5. Upon execution of this Agreement by Member and the satisfaction of all other conditions precedent to Member's membership in the Sector, Member shall be deemed admitted as a Member of the Sector and such admittance shall be reflected on the Sector's records.

*Continued on next page*

X NORTHEAST FISHERY SECTOR, Inc.  
FY 2014-2015 SECTOR OPERATIONS PLAN AND AGREEMENT  
ADHERENCE AGREEMENT

EXECUTED as of the day and year first set forth above.

Signature of Authorized Representative:

x. *Kevin R Shea*

Owner/Entity Name:

*Kevin R Shea*

Name of Authorized Representative (print):

\_\_\_\_\_

Title: \_\_\_\_\_

List all permits including those listed in 4.

Permit Number: *230228* MRI *135*

Permit Number: \_\_\_\_\_ MRI \_\_\_\_\_

Permit Number: \_\_\_\_\_ MRI \_\_\_\_\_

Permit Number: \_\_\_\_\_ MRI \_\_\_\_\_

Permit Number: \_\_\_\_\_ MRI \_\_\_\_\_

Permit Number: \_\_\_\_\_ MRI \_\_\_\_\_

Notary Public:

*Mary Ann Hebert 3/3/14*  
*Commonwealth of Mass.*  
*My commission expires 11/19/2015*

X NORTHEAST FISHERY SECTOR, Inc.  
FY 2014-2015 SECTOR OPERATIONS PLAN AND AGREEMENT  
ADHERENCE AGREEMENT

THIS ADHERENCE AGREEMENT is entered into as of this 3<sup>rd</sup> day of March, 2014, by the undersigned "Member", who for good and valuable consideration, the receipt and sufficiency of which are acknowledged, hereby agrees as follows:

1. Member has carefully reviewed the NEFS VI Sector Operations Plan and Agreement dated effective as of April 15, 2014 (as the same may be amended or restated from time to time, the "Operations Plan"), and by executing this Adherence Agreement agrees to be bound by all provisions of the Operations Plan and Agreement. Execution of this Adherence Agreement shall have the same effect as execution of the Operations Plan by Member and all other Members of NEFS VI (the "Sector").

2. Upon execution of this Agreement by Member and the satisfaction of all other conditions precedent to Member's membership in the Sector, Member shall be deemed admitted as a Member of the Sector and such admittance shall be reflected on the Sector's records.

3. Member acknowledges that; NEFS VI has adopted **December 31, 2013** as the final date in which a NEFS VI Member may withdraw from NEFS VI prior to the start of the 2014 fishing year. A Member who wishes to withdraw from NEFS VI must do so in the manner specified in the Operations Plan.

4. With full knowledge of the rights and responsibilities of membership Member is signing this agreement as a (check one):

Active Member: (LIST ACTIVE VESSELS)  
Fishing Vessel Name Drifter Doc/Reg # 1149 703  
Fishing Vessel Name \_\_\_\_\_ Doc/Reg # \_\_\_\_\_  
Fishing Vessel Name \_\_\_\_\_ Doc/Reg # \_\_\_\_\_

Note: Member acknowledges that membership is categorized as "active" **if any** MRI permits listed below and owned by the member will be used to harvest the sector's ACE, or in a fishery in which Sector ACE must be used to account for by-catch of Sector Allocated stocks for example: monkfish, skate, dogfish.

Non-Active Member

5. Upon execution of this Agreement by Member and the satisfaction of all other conditions precedent to Member's membership in the Sector, Member shall be deemed admitted as a Member of the Sector and such admittance shall be reflected on the Sector's records.

*Continued on next page*



X NORTHEAST FISHERY SECTOR, Inc.  
FY 2014-2015 SECTOR OPERATIONS PLAN AND AGREEMENT  
ADHERENCE AGREEMENT

EXECUTED as of the day and year first set forth above.

Signature of Authorized Representative:

x. *Peter Krzyzewski*

Owner/Entity Name:

Peter Krzyzewski

Name of Authorized Representative (print):

Peter Krzyzewski

Title: owner

List all permits including those listed in 4.

Permit Number: 148859 MRI 1226

Permit Number: \_\_\_\_\_ MRI \_\_\_\_\_

Permit Number: \_\_\_\_\_ MRI \_\_\_\_\_

Permit Number: \_\_\_\_\_ MRI \_\_\_\_\_

Permit Number: \_\_\_\_\_ MRI \_\_\_\_\_

Permit Number: \_\_\_\_\_ MRI \_\_\_\_\_

Notary Public:

*Mary Ann Hebert 3/3/14*  
*Commonwealth of Mass.*  
*My commission expires 11/19/15*

X NORTHEAST FISHERY SECTOR, Inc.  
FY 2014-2015 SECTOR OPERATIONS PLAN AND AGREEMENT  
ADHERENCE AGREEMENT

THIS ADHERENCE AGREEMENT is entered into as of this 3 day of March 2014 by the undersigned "Member", who for good and valuable consideration, the receipt and sufficiency of which are acknowledged, hereby agrees as follows:

1. Member has carefully reviewed the NEFS VI Sector Operations Plan and Agreement dated effective as of April 15, 2014 (as the same may be amended or restated from time to time, the "Operations Plan"), and by executing this Adherence Agreement agrees to be bound by all provisions of the Operations Plan and Agreement. Execution of this Adherence Agreement shall have the same effect as execution of the Operations Plan by Member and all other Members of NEFS VI (the "Sector").

2. Upon execution of this Agreement by Member and the satisfaction of all other conditions precedent to Member's membership in the Sector, Member shall be deemed admitted as a Member of the Sector and such admittance shall be reflected on the Sector's records.

3. Member acknowledges that; NEFS VI has adopted **December 31, 2013** as the final date in which a NEFS VI Member may withdraw from NEFS VI prior to the start of the 2014 fishing year. A Member who wishes to withdraw from NEFS VI must do so in the manner specified in the Operations Plan.

4. With full knowledge of the rights and responsibilities of membership Member is signing this agreement as a (check one):

Active Member: (LIST ACTIVE VESSELS)

Fishing Vessel Name \_\_\_\_\_ Doc/Reg # \_\_\_\_\_

Fishing Vessel Name \_\_\_\_\_ Doc/Reg # \_\_\_\_\_

Fishing Vessel Name \_\_\_\_\_ Doc/Reg # \_\_\_\_\_

Note: Member acknowledges that membership is categorized as "active" **if any** MRI permits listed below and owned by the member will be used to harvest the sector's ACE, or in a fishery in which Sector ACE must be used to account for by-catch of Sector Allocated stocks for example: monkfish, skate, dogfish.

Non-Active Member

5. Upon execution of this Agreement by Member and the satisfaction of all other conditions precedent to Member's membership in the Sector, Member shall be deemed admitted as a Member of the Sector and such admittance shall be reflected on the Sector's records.

*Continued on next page*

X NORTHEAST FISHERY SECTOR, Inc.  
FY 2014-2015 SECTOR OPERATIONS PLAN AND AGREEMENT  
ADHERENCE AGREEMENT

EXECUTED as of the day and year first set forth above.

Signature of Authorized Representative:

x. Michael Duane

Owner/Entity Name:

\_\_\_\_\_

Name of Authorized Representative (print):

Michael Duane

Title: Owner

List all permits including those listed in 4.

Permit Number: 231809 MRI 1473

Permit Number: \_\_\_\_\_ MRI \_\_\_\_\_

Permit Number: \_\_\_\_\_ MRI \_\_\_\_\_

Permit Number: \_\_\_\_\_ MRI \_\_\_\_\_

Permit Number: \_\_\_\_\_ MRI \_\_\_\_\_

Permit Number: \_\_\_\_\_ MRI \_\_\_\_\_

Notary Public:

Mary Ann Hebert 3/3/14  
Commonwealth of Mass.  
My commission expires 11/19/15

X NORTHEAST FISHERY SECTOR, Inc.  
FY 2014-2015 SECTOR OPERATIONS PLAN AND AGREEMENT  
ADHERENCE AGREEMENT

THIS ADHERENCE AGREEMENT is entered into as of this 3 day of MARCH 2014 by the undersigned "Member", who for good and valuable consideration, the receipt and sufficiency of which are acknowledged, hereby agrees as follows:

1. Member has carefully reviewed the NEFS VI Sector Operations Plan and Agreement dated effective as of April 15, 2014 (as the same may be amended or restated from time to time, the "Operations Plan"), and by executing this Adherence Agreement agrees to be bound by all provisions of the Operations Plan and Agreement. Execution of this Adherence Agreement shall have the same effect as execution of the Operations Plan by Member and all other Members of NEFS VI (the "Sector").

2. Upon execution of this Agreement by Member and the satisfaction of all other conditions precedent to Member's membership in the Sector, Member shall be deemed admitted as a Member of the Sector and such admittance shall be reflected on the Sector's records.

3. Member acknowledges that; NEFS VI has adopted **December 31, 2013** as the final date in which a NEFS VI Member may withdraw from NEFS VI prior to the start of the 2014 fishing year. A Member who wishes to withdraw from NEFS VI must do so in the manner specified in the Operations Plan.

4. With full knowledge of the rights and responsibilities of membership Member is signing this agreement as a (check one):

Active Member: (LIST ACTIVE VESSELS) MS7498JH  
Fishing Vessel Name SILVER ROSE Doc/Reg # ~~MS7498JH~~  
Fishing Vessel Name \_\_\_\_\_ Doc/Reg # \_\_\_\_\_  
Fishing Vessel Name \_\_\_\_\_ Doc/Reg # \_\_\_\_\_

Note: Member acknowledges that membership is categorized as "active" **if any** MRI permits listed below and owned by the member will be used to harvest the sector's ACE, or in a fishery in which Sector ACE must be used to account for by-catch of Sector Allocated stocks for example: monkfish, skate, dogfish.

Non-Active Member

5. Upon execution of this Agreement by Member and the satisfaction of all other conditions precedent to Member's membership in the Sector, Member shall be deemed admitted as a Member of the Sector and such admittance shall be reflected on the Sector's records.

*Continued on next page*

X NORTHEAST FISHERY SECTOR, Inc.  
FY 2014-2015 SECTOR OPERATIONS PLAN AND AGREEMENT  
ADHERENCE AGREEMENT

EXECUTED as of the day and year first set forth above.

Signature of Authorized Representative:

x. 

Owner/Entity Name:

\_\_\_\_\_

Name of Authorized Representative (print):

James E. Ricci

Title: \_\_\_\_\_

List all permits including those listed in 4.

Permit Number: 128572 MRI 2189

Permit Number: \_\_\_\_\_ MRI \_\_\_\_\_

Permit Number: \_\_\_\_\_ MRI \_\_\_\_\_

Permit Number: \_\_\_\_\_ MRI \_\_\_\_\_

Permit Number: \_\_\_\_\_ MRI \_\_\_\_\_

Permit Number: \_\_\_\_\_ MRI \_\_\_\_\_

Notary Public:

MaryAnn Hebert 3/3/14  
Commonwealth of Mass.  
My commission expires Nov. 19, 2015

X NORTHEAST FISHERY SECTOR, Inc.  
FY 2014-2015 SECTOR OPERATIONS PLAN AND AGREEMENT  
ADHERENCE AGREEMENT

THIS ADHERENCE AGREEMENT is entered into as of this \_\_\_\_ day of \_\_\_\_\_, 201\_\_, by the undersigned "Member", who for good and valuable consideration, the receipt and sufficiency of which are acknowledged, hereby agrees as follows:

1. Member has carefully reviewed the NEFS VI Sector Operations Plan and Agreement dated effective as of April 15, 2014 (as the same may be amended or restated from time to time, the "Operations Plan"), and by executing this Adherence Agreement agrees to be bound by all provisions of the Operations Plan and Agreement. Execution of this Adherence Agreement shall have the same effect as execution of the Operations Plan by Member and all other Members of NEFS VI (the "Sector").

2. Upon execution of this Agreement by Member and the satisfaction of all other conditions precedent to Member's membership in the Sector, Member shall be deemed admitted as a Member of the Sector and such admittance shall be reflected on the Sector's records.

3. Member acknowledges that; NEFS VI has adopted **December 31, 2013** as the final date in which a NEFS VI Member may withdraw from NEFS VI prior to the start of the 2014 fishing year. A Member who wishes to withdraw from NEFS VI must do so in the manner specified in the Operations Plan.

4. With full knowledge of the rights and responsibilities of membership Member is signing this agreement as a (check one):

Active Member: (LIST ACTIVE VESSELS)

Fishing Vessel Name \_\_\_\_\_ Doc/Reg # \_\_\_\_\_

Fishing Vessel Name \_\_\_\_\_ Doc/Reg # \_\_\_\_\_

Fishing Vessel Name \_\_\_\_\_ Doc/Reg # \_\_\_\_\_

Note: Member acknowledges that membership is categorized as "active" **if any** MRI permits listed below and owned by the member will be used to harvest the sector's ACE, or in a fishery in which Sector ACE must be used to account for by-catch of Sector Allocated stocks for example: monkfish, skate, dogfish.

Non-Active Member

5. Upon execution of this Agreement by Member and the satisfaction of all other conditions precedent to Member's membership in the Sector, Member shall be deemed admitted as a Member of the Sector and such admittance shall be reflected on the Sector's records.

*Continued on next page*

X NORTHEAST FISHERY SECTOR, Inc.  
FY 2014-2015 SECTOR OPERATIONS PLAN AND AGREEMENT  
ADHERENCE AGREEMENT

EXECUTED as of the day and year first set forth above.

Signature of Authorized Representative:

List all permits including those listed in 4.

x. *[Signature]*

Permit Number: 250393 MRI 386

Owner/Entity Name:

Permit Number: \_\_\_\_\_ MRI \_\_\_\_\_

LEE JACKSON / Betty G. Gil III

Permit Number: \_\_\_\_\_ MRI \_\_\_\_\_

Name of Authorized Representative (print):

Permit Number: \_\_\_\_\_ MRI \_\_\_\_\_

LEE JACKSON

Permit Number: \_\_\_\_\_ MRI \_\_\_\_\_

Title: Owner

Permit Number: \_\_\_\_\_ MRI \_\_\_\_\_

Notary Public:

*MaryAnn Hebert 3/3/14  
Commonwealth of Mass.  
My commission expires 11/19/15*

X NORTHEAST FISHERY SECTOR, Inc.  
FY 2014-2015 SECTOR OPERATIONS PLAN AND AGREEMENT  
ADHERENCE AGREEMENT

THIS ADHERENCE AGREEMENT is entered into as of this 3<sup>rd</sup> day of MARCH 2014, by the undersigned "Member", who for good and valuable consideration, the receipt and sufficiency of which are acknowledged, hereby agrees as follows:

1. Member has carefully reviewed the NEFS VI Sector Operations Plan and Agreement dated effective as of April 15, 2014 (as the same may be amended or restated from time to time, the "Operations Plan"), and by executing this Adherence Agreement agrees to be bound by all provisions of the Operations Plan and Agreement. Execution of this Adherence Agreement shall have the same effect as execution of the Operations Plan by Member and all other Members of NEFS VI (the "Sector").

2. Upon execution of this Agreement by Member and the satisfaction of all other conditions precedent to Member's membership in the Sector, Member shall be deemed admitted as a Member of the Sector and such admittance shall be reflected on the Sector's records.

3. Member acknowledges that; NEFS VI has adopted **December 31, 2013** as the final date in which a NEFS VI Member may withdraw from NEFS VI prior to the start of the 2014 fishing year. A Member who wishes to withdraw from NEFS VI must do so in the manner specified in the Operations Plan.

4. With full knowledge of the rights and responsibilities of membership Member is signing this agreement as a (check one):

Active Member: (LIST ACTIVE VESSELS)

Fishing Vessel Name \_\_\_\_\_ Doc/Reg # \_\_\_\_\_

Fishing Vessel Name \_\_\_\_\_ Doc/Reg # \_\_\_\_\_

Fishing Vessel Name \_\_\_\_\_ Doc/Reg # \_\_\_\_\_

Note: Member acknowledges that membership is categorized as "active" **if any** MRI permits listed below and owned by the member will be used to harvest the sector's ACE, or in a fishery in which Sector ACE must be used to account for by-catch of Sector Allocated stocks for example: monkfish, skate, dogfish.

Non-Active Member

5. Upon execution of this Agreement by Member and the satisfaction of all other conditions precedent to Member's membership in the Sector, Member shall be deemed admitted as a Member of the Sector and such admittance shall be reflected on the Sector's records.

*Continued on next page*



X NORTHEAST FISHERY SECTOR, Inc.  
FY 2014-2015 SECTOR OPERATIONS PLAN AND AGREEMENT  
ADHERENCE AGREEMENT

EXECUTED as of the day and year first set forth above.

Signature of Authorized Representative:

x. Kevin Scota

Owner/Entity Name: Survival Fishery Co.

Kevin Scota FV Survival

Name of Authorized Representative (print):

Kevin Scota

Title: Pres.

List all permits including those listed in 4.

Permit Number: 210436 MRI 1964

Permit Number: \_\_\_\_\_ MRI \_\_\_\_\_

Permit Number: \_\_\_\_\_ MRI \_\_\_\_\_

Permit Number: \_\_\_\_\_ MRI \_\_\_\_\_

Permit Number: \_\_\_\_\_ MRI \_\_\_\_\_

Permit Number: \_\_\_\_\_ MRI \_\_\_\_\_

Notary Public:

Maureen Hebert 3/3/14  
Commonwealth of Mass.  
My commission expires Nov, 19, 2015

X NORTHEAST FISHERY SECTOR, Inc.  
 FY 2014-2015 SECTOR OPERATIONS PLAN AND AGREEMENT  
 ADHERENCE AGREEMENT

THIS ADHERENCE AGREEMENT is entered into as of this 1 day of March 2014, by the undersigned "Member", who for good and valuable consideration, the receipt and sufficiency of which are acknowledged, hereby agrees as follows:

1. Member has carefully reviewed the NEFS VI Sector Operations Plan and Agreement dated effective as of April 15, 2014 (as the same may be amended or restated from time to time, the "Operations Plan"), and by executing this Adherence Agreement agrees to be bound by all provisions of the Operations Plan and Agreement. Execution of this Adherence Agreement shall have the same effect as execution of the Operations Plan by Member and all other Members of NEFS VI (the "Sector").

2. Upon execution of this Agreement by Member and the satisfaction of all other conditions precedent to Member's membership in the Sector, Member shall be deemed admitted as a Member of the Sector and such admittance shall be reflected on the Sector's records.

3. Member acknowledges that; NEFS VI has adopted **December 31, 2013** as the final date in which a NEFS VI Member may withdraw from NEFS VI prior to the start of the 2014 fishing year. A Member who wishes to withdraw from NEFS VI must do so in the manner specified in the Operations Plan.

4. With full knowledge of the rights and responsibilities of membership Member is signing this agreement as a (check one):

Active Member: (LIST ACTIVE VESSELS)  
 Fishing Vessel Name Angenette Doc/Reg # 250536  
 Fishing Vessel Name \_\_\_\_\_ Doc/Reg # \_\_\_\_\_  
 Fishing Vessel Name \_\_\_\_\_ Doc/Reg # \_\_\_\_\_

Note: Member acknowledges that membership is categorized as "active" **if any** MRI permits listed below and owned by the member will be used to harvest the sector's ACE, or in a fishery in which Sector ACE must be used to account for by-catch of Sector Allocated stocks for example: monkfish, skate, dogfish.

Non-Active Member

5. Upon execution of this Agreement by Member and the satisfaction of all other conditions precedent to Member's membership in the Sector, Member shall be deemed admitted as a Member of the Sector and such admittance shall be reflected on the Sector's records.

*Continued on next page*

X NORTHEAST FISHERY SECTOR, Inc.  
FY 2014-2015 SECTOR OPERATIONS PLAN AND AGREEMENT  
ADHERENCE AGREEMENT

EXECUTED as of the day and year first set forth above.

Signature of Authorized Representative:

List all permits including those listed in 4.

x. *[Signature]*

Permit Number: 230003 MRI 103

Owner/Entity Name:

Permit Number: \_\_\_\_\_ MRI \_\_\_\_\_

*Élu Angénette Ronald J. Borjesoni*

Permit Number: \_\_\_\_\_ MRI \_\_\_\_\_

Name of Authorized Representative (print):

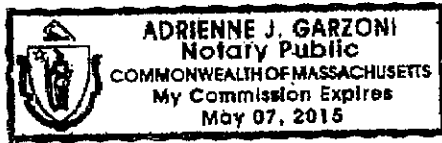
Permit Number: \_\_\_\_\_ MRI \_\_\_\_\_

*Ronald J. Borjesoni*

Permit Number: \_\_\_\_\_ MRI \_\_\_\_\_

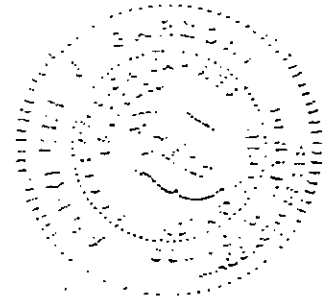
Title: *Owner*

Permit Number: \_\_\_\_\_ MRI \_\_\_\_\_



Notary Public:

*[Signature]*



X NORTHEAST FISHERY SECTOR, Inc.  
FY 2014-2015 SECTOR OPERATIONS PLAN AND AGREEMENT  
ADHERENCE AGREEMENT

THIS ADHERENCE AGREEMENT is entered into as of this 25 day of Feb, 2014, by the undersigned "Member", who for good and valuable consideration, the receipt and sufficiency of which are acknowledged, hereby agrees as follows:

1. Member has carefully reviewed the NEFS VI Sector Operations Plan and Agreement dated effective as of April 15, 2014 (as the same may be amended or restated from time to time, the "Operations Plan"), and by executing this Adherence Agreement agrees to be bound by all provisions of the Operations Plan and Agreement. Execution of this Adherence Agreement shall have the same effect as execution of the Operations Plan by Member and all other Members of NEFS VI (the "Sector").

2. Upon execution of this Agreement by Member and the satisfaction of all other conditions precedent to Member's membership in the Sector, Member shall be deemed admitted as a Member of the Sector and such admittance shall be reflected on the Sector's records.

3. Member acknowledges that; NEFS VI has adopted **December 31, 2013** as the final date in which a NEFS VI Member may withdraw from NEFS VI prior to the start of the 2014 fishing year. A Member who wishes to withdraw from NEFS VI must do so in the manner specified in the Operations Plan.

4. With full knowledge of the rights and responsibilities of membership Member is signing this agreement as a (check one):

Active Member: (LIST ACTIVE VESSELS)  
Fishing Vessel Name Cherry/ ANN Doc/Reg # 610571  
Fishing Vessel Name \_\_\_\_\_ Doc/Reg # \_\_\_\_\_  
Fishing Vessel Name \_\_\_\_\_ Doc/Reg # \_\_\_\_\_

Note: Member acknowledges that membership is categorized as "active" if any MRI permits listed below and owned by the member will be used to harvest the sector's ACE, or in a fishery in which Sector ACE must be used to account for by-catch of Sector Allocated stocks for example: monkfish, skate, dogfish.

Non-Active Member

5. Upon execution of this Agreement by Member and the satisfaction of all other conditions precedent to Member's membership in the Sector, Member shall be deemed admitted as a Member of the Sector and such admittance shall be reflected on the Sector's records.

*Continued on next page*

X NORTHEAST FISHERY SECTOR, Inc.  
FY 2014-2015 SECTOR OPERATIONS PLAN AND AGREEMENT  
ADHERENCE AGREEMENT

EXECUTED as of the day and year first set forth above.

Signature of Authorized Representative:

X Ronald P. Gustafson

Owner/Entity Name:

Gustafson Fisheries

Name of Authorized Representative (print):

Ronald P Gustafson

Title:

Owner

List all permits including those listed in 4.

Permit Number: 250468 MRI 398

Permit Number: \_\_\_\_\_ MRI \_\_\_\_\_

Permit Number: \_\_\_\_\_ MRI \_\_\_\_\_

Permit Number: \_\_\_\_\_ MRI \_\_\_\_\_

Permit Number: \_\_\_\_\_ MRI \_\_\_\_\_

Permit Number: \_\_\_\_\_ MRI \_\_\_\_\_

Notary Public:

Joseph P. Norton

Plymouth County

Commission expires: Nov. 1, 2020

NORTHEAST FISHERY SECTOR, Inc.  
2014-2015 SECTOR OPERATIONS PLAN AND AGREEMENT  
ADHERENCE AGREEMENT

THIS ADHERENCE AGREEMENT is entered into as of this 3 day of MARCH, 2014, by the undersigned "Member", who for good and valuable consideration, the receipt and sufficiency of which are acknowledged, hereby agrees as follows:

1. Member has carefully reviewed the NEFS VI Sector Operations Plan and Agreement dated effective as of April 15, 2014 (as the same may be amended or restated from time to time, the "Operations Plan"), and by executing this Adherence Agreement agrees to be bound by all provisions of the Operations Plan and Agreement. Execution of this Adherence Agreement shall have the same effect as execution of the Operations Plan by Member and all other Members of NEFS VI (the "Sector").

2. Upon execution of this Agreement by Member and the satisfaction of all other conditions precedent to Member's membership in the Sector, Member shall be deemed admitted as a Member of the Sector and such admittance shall be reflected on the Sector's records.

3. Member acknowledges that; NEFS VI has adopted **December 31, 2013** as the final date in which a NEFS VI Member may withdraw from NEFS VI prior to the start of the 2014 fishing year. A Member who wishes to withdraw from NEFS VI must do so in the manner specified in the Operations Plan.

4. With full knowledge of the rights and responsibilities of membership Member is signing this agreement as a (check one):

Active Member: (LIST ACTIVE VESSELS)

Fishing Vessel Name Brenna/Ashley Doc/Reg # 951658  
Fishing Vessel Name \_\_\_\_\_ Doc/Reg # \_\_\_\_\_  
Fishing Vessel Name \_\_\_\_\_ Doc/Reg # \_\_\_\_\_

Note: Member acknowledges that membership is categorized as "active" **if any** MRI permits listed below and owned by the member will be used to harvest the sector's ACE, or in a fishery in which Sector ACE must be used to account for by-catch of Sector Allocated stocks for example: monkfish, skate, dogfish.

Non-Active Member

5. Upon execution of this Agreement by Member and the satisfaction of all other conditions precedent to Member's membership in the Sector, Member shall be deemed admitted as a Member of the Sector and such admittance shall be reflected on the Sector's records.

*Continued on next page*

NORTHEAST FISHERY SECTOR, Inc.  
2014-2015 SECTOR OPERATIONS PLAN AND AGREEMENT  
ADHERENCE AGREEMENT

EXECUTED as of the day and year first set forth above.

Signature of Authorized Representative:

x. Brainerd C Ames

Brainerd C Ames Jr  
Owner/Entity Name:

Ames Fisheries INC

Name of Authorized Representative (print):

Brainerd C Ames

Title: President

List all permits including those listed in 4.

Permit Number: 125743 MRI 1669

Permit Number: 000517 MRI 1669

Permit Number: \_\_\_\_\_ MRI \_\_\_\_\_

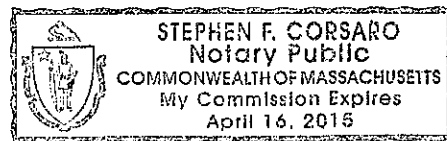
Permit Number: \_\_\_\_\_ MRI \_\_\_\_\_

Permit Number: \_\_\_\_\_ MRI \_\_\_\_\_

Permit Number: \_\_\_\_\_ MRI \_\_\_\_\_

Notary Public:

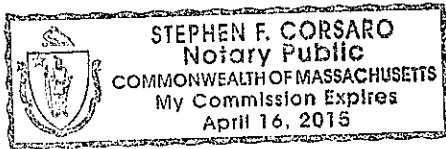
Notary Public Stephen F. Corsaro  
My Commission Expires: 4/16/2015

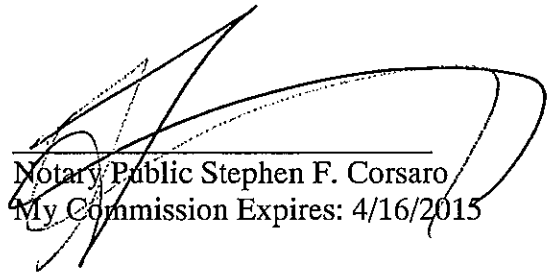


**COMMONWEALTH OF MASSACHUSETTS**

PLYMOUTH, SS

On this 3<sup>rd</sup> day of March, 2014, before me, the undersigned notary public, personally appeared Brainerd C. Ames, proved to me through satisfactory evidence of identification, which were MA Driver's License, to be the person(s) whose name is/are signed on the preceding or attached document, and acknowledged to me that he/she/they signed it voluntarily for its stated purpose.



  
Notary Public Stephen F. Corsaro  
My Commission Expires: 4/16/2015



X NORTHEAST FISHERY SECTOR, Inc.  
FY 2014-2015 SECTOR OPERATIONS PLAN AND AGREEMENT  
ADHERENCE AGREEMENT

THIS ADHERENCE AGREEMENT is entered into as of this 28 day of FEB 2014, by the undersigned "Member", who for good and valuable consideration, the receipt and sufficiency of which are acknowledged, hereby agrees as follows:

1. Member has carefully reviewed the NEFS VI Sector Operations Plan and Agreement dated effective as of April 15, 2014 (as the same may be amended or restated from time to time, the "Operations Plan"), and by executing this Adherence Agreement agrees to be bound by all provisions of the Operations Plan and Agreement. Execution of this Adherence Agreement shall have the same effect as execution of the Operations Plan by Member and all other Members of NEFS VI (the "Sector").

2. Upon execution of this Agreement by Member and the satisfaction of all other conditions precedent to Member's membership in the Sector, Member shall be deemed admitted as a Member of the Sector and such admittance shall be reflected on the Sector's records.

3. Member acknowledges that; NEFS VI has adopted **December 31, 2013** as the final date in which a NEFS VI Member may withdraw from NEFS VI prior to the start of the 2014 fishing year. A Member who wishes to withdraw from NEFS VI must do so in the manner specified in the Operations Plan.

4. With full knowledge of the rights and responsibilities of membership Member is signing this agreement as a (check one):

Active Member: (LIST ACTIVE VESSELS)  
Fishing Vessel Name Michael Branden Doc/Reg # 626829  
Fishing Vessel Name \_\_\_\_\_ Doc/Reg # \_\_\_\_\_  
Fishing Vessel Name \_\_\_\_\_ Doc/Reg # \_\_\_\_\_

Note: Member acknowledges that membership is categorized as "active" **if any** MRI permits listed below and owned by the member will be used to harvest the sector's ACE, or in a fishery in which Sector ACE must be used to account for by-catch of Sector Allocated stocks for example: monkfish, skate, dogfish.

Non-Active Member

5. Upon execution of this Agreement by Member and the satisfaction of all other conditions precedent to Member's membership in the Sector, Member shall be deemed admitted as a Member of the Sector and such admittance shall be reflected on the Sector's records.

*Continued on next page*

X NORTHEAST FISHERY SECTOR, Inc  
FY 2014-2015 SECTOR OPERATIONS PLAN AND AGREEMENT  
ADHERENCE AGREEMENT

EXECUTED as of the day and year first set forth above.

Signature of Authorized Representative:

x. *Thomas J Bell*

Owner/Entity Name:

OWNER

Name of Authorized Representative (print):

\_\_\_\_\_

Title: \_\_\_\_\_

List all permits including those listed in 4.

Permit Number: 250541 MRI: 1444

Permit Number: 147561 MRI: 47900


Permit Number: 150538 MRI: 482

Permit Number: \_\_\_\_\_ MRI: \_\_\_\_\_

Permit Number: \_\_\_\_\_ MRI: \_\_\_\_\_

Permit Number: \_\_\_\_\_ MRI: \_\_\_\_\_

Notary Public:

COMMONWEALTH OF MASSACHUSETTS  
Thomas Bell  
personally appeared before me, the undersigned notary public, and  
proved to me his/her identity through satisfactory evidence, which  
were MADI to be the person  
whose name is signed on the preceding or attached document in my  
presence on this 21 day of February 2014  
 ADAM C. CONRAD, Notary Public  
My Commission Expires November 23, 2018

X NORTHEAST FISHERY SECTOR, Inc.  
FY 2014-2015 SECTOR OPERATIONS PLAN AND AGREEMENT  
ADHERENCE AGREEMENT

THIS ADHERENCE AGREEMENT is entered into as of this 24<sup>TH</sup> day of FEBRUARY 2014, by the undersigned "Member", who for good and valuable consideration, the receipt and sufficiency of which are acknowledged, hereby agrees as follows:

1. Member has carefully reviewed the NEFS VI Sector Operations Plan and Agreement dated effective as of April 15, 2014 (as the same may be amended or restated from time to time, the "Operations Plan"), and by executing this Adherence Agreement agrees to be bound by all provisions of the Operations Plan and Agreement. Execution of this Adherence Agreement shall have the same effect as execution of the Operations Plan by Member and all other Members of NEFS VI (the "Sector").

2. Upon execution of this Agreement by Member and the satisfaction of all other conditions precedent to Member's membership in the Sector, Member shall be deemed admitted as a Member of the Sector and such admittance shall be reflected on the Sector's records.

3. Member acknowledges that; NEFS VI has adopted **December 31, 2013** as the final date in which a NEFS VI Member may withdraw from NEFS VI prior to the start of the 2014 fishing year. A Member who wishes to withdraw from NEFS VI must do so in the manner specified in the Operations Plan.

4. With full knowledge of the rights and responsibilities of membership Member is signing this agreement as a (check one):

Active Member: (LIST ACTIVE VESSELS)  
Fishing Vessel Name BARBARA L. PETERS Doc/Reg # MS 7878 AL  
Fishing Vessel Name \_\_\_\_\_ Doc/Reg # \_\_\_\_\_  
Fishing Vessel Name \_\_\_\_\_ Doc/Reg # \_\_\_\_\_

Note: Member acknowledges that membership is categorized as "active" if any MRI permits listed below and owned by the member will be used to harvest the sector's ACE, or in a fishery in which Sector ACE must be used to account for by-catch of Sector Allocated stocks for example: monkfish, skate, dogfish.

Non-Active Member

5. Upon execution of this Agreement by Member and the satisfaction of all other conditions precedent to Member's membership in the Sector, Member shall be deemed admitted as a Member of the Sector and such admittance shall be reflected on the Sector's records.

*Continued on next page*

X NORTHEAST FISHERY SECTOR, Inc.  
FY 2014-2015 SECTOR OPERATIONS PLAN AND AGREEMENT  
ADHERENCE AGREEMENT

EXECUTED as of the day and year first set forth above.

Signature of Authorized Representative:

x. Francis J. Mirarchi  
Owner/Entity Name: 2/24/14

BOAT KATHLEEN A. MIRARCHI, INC

Name of Authorized Representative (print):

FRANCIS J. MIRARCHI

Title: PRES

List all permits including those listed in 4.

Permit Number: 149951 MRI 491

Permit Number: \_\_\_\_\_ MRI \_\_\_\_\_

Permit Number: \_\_\_\_\_ MRI \_\_\_\_\_

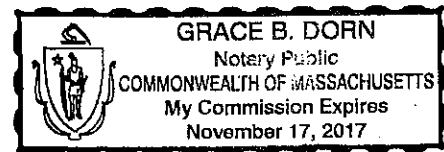
Permit Number: \_\_\_\_\_ MRI \_\_\_\_\_

Permit Number: \_\_\_\_\_ MRI \_\_\_\_\_

Permit Number: \_\_\_\_\_ MRI \_\_\_\_\_

Notary Public:

Grace B. Dorn



X NORTHEAST FISHERY SECTOR, Inc.  
FY 2014-2015 SECTOR OPERATIONS PLAN AND AGREEMENT  
ADHERENCE AGREEMENT

THIS ADHERENCE AGREEMENT is entered into as of this 25 day of February, 2014, by the undersigned "Member", who for good and valuable consideration, the receipt and sufficiency of which are acknowledged, hereby agrees as follows:

1. Member has carefully reviewed the NEFS VI Sector Operations Plan and Agreement dated effective as of April 15, 2014 (as the same may be amended or restated from time to time, the "Operations Plan"), and by executing this Adherence Agreement agrees to be bound by all provisions of the Operations Plan and Agreement. Execution of this Adherence Agreement shall have the same effect as execution of the Operations Plan by Member and all other Members of NEFS VI (the "Sector").

2. Upon execution of this Agreement by Member and the satisfaction of all other conditions precedent to Member's membership in the Sector, Member shall be deemed admitted as a Member of the Sector and such admittance shall be reflected on the Sector's records.

3. Member acknowledges that; NEFS VI has adopted **December 31, 2013** as the final date in which a NEFS VI Member may withdraw from NEFS VI prior to the start of the 2014 fishing year. A Member who wishes to withdraw from NEFS VI must do so in the manner specified in the Operations Plan.

4. With full knowledge of the rights and responsibilities of membership Member is signing this agreement as a (check one):

- Active Member: (LIST ACTIVE VESSELS)
- |                     |                    |           |                  |
|---------------------|--------------------|-----------|------------------|
| Fishing Vessel Name | <u>Yankee Rose</u> | Doc/Reg # | <u>MS15681A2</u> |
| Fishing Vessel Name | _____              | Doc/Reg # | _____            |
| Fishing Vessel Name | _____              | Doc/Reg # | _____            |

Note: Member acknowledges that membership is categorized as "active" **if any** MRI permits listed below and owned by the member will be used to harvest the sector's ACE, or in a fishery in which Sector ACE must be used to account for by-catch of Sector Allocated stocks for example: monkfish, skate, dogfish.

Non-Active Member


5. Upon execution of this Agreement by Member and the satisfaction of all other conditions precedent to Member's membership in the Sector, Member shall be deemed admitted as a Member of the Sector and such admittance shall be reflected on the Sector's records.

*Continued on next page*

X NORTHEAST FISHERY SECTOR, Inc.  
FY 2014-2015 SECTOR OPERATIONS PLAN AND AGREEMENT  
ADHERENCE AGREEMENT

EXECUTED as of the day and year first set forth above.

Signature of Authorized Representative:

x. 

Owner/Entity Name:

MV Yankee Rose Inc

Name of Authorized Representative (print):

Kevin F. Norton

Title: owner

List all permits including those listed in 4.

Permit Number: 150849 MRI 380

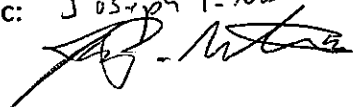
Permit Number: \_\_\_\_\_ MRI \_\_\_\_\_

Permit Number: \_\_\_\_\_ MRI \_\_\_\_\_

Permit Number: \_\_\_\_\_ MRI \_\_\_\_\_

Permit Number: \_\_\_\_\_ MRI \_\_\_\_\_

Permit Number: \_\_\_\_\_ MRI \_\_\_\_\_

Notary Public: Joseph P. Norton  


Plymouth County  
Commission expires: Nov. 2020

X NORTHEAST FISHERY SECTOR, Inc.  
FY 2014-2015 SECTOR OPERATIONS PLAN AND AGREEMENT  
ADHERENCE AGREEMENT

THIS ADHERENCE AGREEMENT is entered into as of this 1<sup>st</sup> day of March 2014, by the undersigned "Member", who for good and valuable consideration, the receipt and sufficiency of which are acknowledged, hereby agrees as follows:

1. Member has carefully reviewed the NEFS VI Sector Operations Plan and Agreement dated effective as of April 15, 2014 (as the same may be amended or restated from time to time, the "Operations Plan"), and by executing this Adherence Agreement agrees to be bound by all provisions of the Operations Plan and Agreement. Execution of this Adherence Agreement shall have the same effect as execution of the Operations Plan by Member and all other Members of NEFS VI (the "Sector").

2. Upon execution of this Agreement by Member and the satisfaction of all other conditions precedent to Member's membership in the Sector, Member shall be deemed admitted as a Member of the Sector and such admittance shall be reflected on the Sector's records.

3. Member acknowledges that; NEFS VI has adopted **December 31, 2013** as the final date in which a NEFS VI Member may withdraw from NEFS VI prior to the start of the 2014 fishing year. A Member who wishes to withdraw from NEFS VI must do so in the manner specified in the Operations Plan.

4. With full knowledge of the rights and responsibilities of membership Member is signing this agreement as a (check one):

Active Member: (LIST ACTIVE VESSELS)  
Fishing Vessel Name Mary Elizabeth Doc/Reg # 624744  
Fishing Vessel Name Paula Lynn Doc/Reg # 943258  
Fishing Vessel Name \_\_\_\_\_ Doc/Reg # \_\_\_\_\_

Note: Member acknowledges that membership is categorized as "active" **if any** MRI permits listed below and owned by the member will be used to harvest the sector's ACE, or in a fishery in which Sector ACE must be used to account for by-catch of Sector Allocated stocks for example: monkfish, skate, dogfish.

Non-Active Member

5. Upon execution of this Agreement by Member and the satisfaction of all other conditions precedent to Member's membership in the Sector, Member shall be deemed admitted as a Member of the Sector and such admittance shall be reflected on the Sector's records.

*Continued on next page*

X NORTHEAST FISHERY SECTOR, Inc.  
FY 2014-2015 SECTOR OPERATIONS PLAN AND AGREEMENT  
ADHERENCE AGREEMENT

EXECUTED as of the day and year first set forth above.

Signature of Authorized Representative:

x. Philip M. Lynch

Owner/Entity Name:

Philip M. Lynch

Name of Authorized Representative (print):

Philip M. Lynch

Title: owner

List all permits including those listed in 4.

Permit Number: 250525 MRI 1851

Permit Number: 251005 MRI 2166

Permit Number: 240033 MRI 211

Permit Number: 150948 MRI 216

Permit Number: \_\_\_\_\_ MRI \_\_\_\_\_

Permit Number: \_\_\_\_\_ MRI \_\_\_\_\_

Notary Public: Joseph P. Brighan

Plymouth County

Commission expires: Nov. 1, 2020



X NORTHEAST FISHERY SECTOR, Inc.  
FY 2014-2015 SECTOR OPERATIONS PLAN AND AGREEMENT  
ADHERENCE AGREEMENT

THIS ADHERENCE AGREEMENT is entered into as of this 3 day of Mar 2014 by the undersigned "Member", who for good and valuable consideration, the receipt and sufficiency of which are acknowledged, hereby agrees as follows:

1. Member has carefully reviewed the NEFS VI Sector Operations Plan and Agreement dated effective as of April 15, 2014 (as the same may be amended or restated from time to time, the "Operations Plan"), and by executing this Adherence Agreement agrees to be bound by all provisions of the Operations Plan and Agreement. Execution of this Adherence Agreement shall have the same effect as execution of the Operations Plan by Member and all other Members of NEFS VI (the "Sector").

2. Upon execution of this Agreement by Member and the satisfaction of all other conditions precedent to Member's membership in the Sector, Member shall be deemed admitted as a Member of the Sector and such admittance shall be reflected on the Sector's records.

3. Member acknowledges that; NEFS VI has adopted **December 31, 2013** as the final date in which a NEFS VI Member may withdraw from NEFS VI prior to the start of the 2014 fishing year. A Member who wishes to withdraw from NEFS VI must do so in the manner specified in the Operations Plan.

4. With full knowledge of the rights and responsibilities of membership Member is signing this agreement as a (check one):

Active Member: (LIST ACTIVE VESSELS)

Fishing Vessel Name \_\_\_\_\_ Doc/Reg # \_\_\_\_\_

Fishing Vessel Name \_\_\_\_\_ Doc/Reg # \_\_\_\_\_

Fishing Vessel Name \_\_\_\_\_ Doc/Reg # \_\_\_\_\_

Note: Member acknowledges that membership is categorized as "active" **if any** MRI permits listed below and owned by the member will be used to harvest the sector's ACE, or in a fishery in which Sector ACE must be used to account for by-catch of Sector Allocated stocks for example: monkfish, skate, dogfish.

Non-Active Member

5. Upon execution of this Agreement by Member and the satisfaction of all other conditions precedent to Member's membership in the Sector, Member shall be deemed admitted as a Member of the Sector and such admittance shall be reflected on the Sector's records.

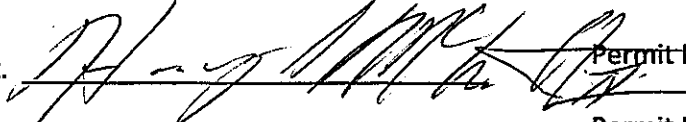
*Continued on next page*

X NORTHEAST FISHERY SECTOR, Inc.  
FY 2014-2015 SECTOR OPERATIONS PLAN AND AGREEMENT  
ADHERENCE AGREEMENT

EXECUTED as of the day and year first set forth above.

Signature of Authorized Representative:

List all permits including those listed in 4.

x. 

Permit Number: 151608 MRI 1917

Owner/Entity Name: \_\_\_\_\_  
\_\_\_\_\_

Permit Number: \_\_\_\_\_ MRI \_\_\_\_\_

Permit Number: \_\_\_\_\_ MRI \_\_\_\_\_

Name of Authorized Representative (print): \_\_\_\_\_  
\_\_\_\_\_

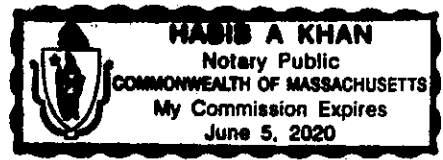
Permit Number: \_\_\_\_\_ MRI \_\_\_\_\_

Permit Number: \_\_\_\_\_ MRI \_\_\_\_\_

Title: \_\_\_\_\_

Permit Number: \_\_\_\_\_ MRI \_\_\_\_\_

Notary Public: 



A NORTH BEACH FISHING SECTOR, INC.  
FY 2014-2015 SECTOR OPERATIONS PLAN AND AGREEMENT  
ADHERENCE AGREEMENT

THIS ADHERENCE AGREEMENT IS ENTERED INTO AS OF THIS 3 day of MARCH, 2014 by the undersigned "Member", who for good and valuable consideration, the receipt and sufficiency of which are acknowledged, hereby agrees as follows:

1. MEMBER HAS CAREFULLY REVIEWED THE NEFS VI SECTOR OPERATIONS PLAN AND AGREEMENT DATED EFFECTIVE AS OF APRIL 15, 2014 (AS THE SAME MAY BE AMENDED OR RESTATED FROM TIME TO TIME, THE "Operations Plan"), AND BY EXECUTING THIS ADHERENCE AGREEMENT AGREES TO BE BOUND BY ALL PROVISIONS OF THE OPERATIONS PLAN AND AGREEMENT. EXECUTION OF THIS ADHERENCE AGREEMENT SHALL HAVE THE SAME EFFECT AS EXECUTION OF THE OPERATIONS PLAN BY MEMBER AND ALL OTHER MEMBERS OF NEFS VI (THE "Sector").

2. UPON EXECUTION OF THIS AGREEMENT BY MEMBER AND THE SATISFACTION OF ALL OTHER CONDITIONS PRECEDENT TO MEMBER'S MEMBERSHIP IN THE SECTOR, MEMBER SHALL BE DEEMED ADMITTED AS A MEMBER OF THE SECTOR AND SUCH ADMITTANCE SHALL BE REFLECTED ON THE SECTOR'S RECORDS.

3. MEMBER ACKNOWLEDGES THAT NEFS VI HAS ADOPTED DECEMBER 31, 2013 AS THE FINAL DATE IN WHICH A NEFS VI MEMBER MAY WITHDRAW FROM NEFS VI PRIOR TO THE START OF THE 2014 FISHING YEAR. A MEMBER WHO WISHES TO WITHDRAW FROM NEFS VI MUST DO SO IN THE MANNER SPECIFIED IN THE OPERATIONS PLAN.

4. WITH FULL KNOWLEDGE OF THE RIGHTS AND RESPONSIBILITIES OF MEMBERSHIP MEMBER IS SIGNING THIS AGREEMENT AS A (CHECK ONE):

Active Member: (LIST ACTIVE VESSELS)

Fishing vessel name	<u>SORRY CHARLIE</u>	DOC/REG #	<u>963285</u>
Fishing Vessel Name	_____	Doc/Reg #	_____
Fishing Vessel Name	_____	Doc/Reg #	_____

NOTE: MEMBER ACKNOWLEDGES THAT MEMBERSHIP IS CATEGORIZED AS ACTIVE IF ANY VIKI PERMITS LISTED BELOW AND OWNED BY THE MEMBER WILL BE USED TO HARVEST THE SECTOR'S ACE, OR IN A FISHERY IN WHICH SECTOR ACE MUST BE USED TO ACCOUNT FOR BY-CATCH OF SECTOR ALLOCATED STOCKS FOR EXAMPLE: MONKFISH, SKATE, DOGFISH.

NON-ACTIVE MEMBER

5. UPON EXECUTION OF THIS AGREEMENT BY MEMBER AND THE SATISFACTION OF ALL OTHER CONDITIONS PRECEDENT TO MEMBER'S MEMBERSHIP IN THE SECTOR, MEMBER SHALL BE DEEMED ADMITTED AS A MEMBER OF THE SECTOR AND SUCH ADMITTANCE SHALL BE REFLECTED ON THE SECTOR'S RECORDS.

Continued on next page

A NORTH EAST FISHERY SECTOR, INC.  
FY 2014-2015 SECTOR OPERATIONS PLAN AND AGREEMENT  
ADHERENCE AGREEMENT

EXECUTED AS OF THE DAY AND YEAR FIRST SET FORTH ABOVE.

Signature of Authorized Representative:

x. *Daniel Shannon*

Owner/Entity Name:

SHANNON FISHERIES CO.

Name of Authorized Representative (print):

DANIEL J. SHANNON

Title: OWNER/OPERATOR

List all permits including those listed in 4.

PERMIT NUMBER: 222158 MRI: 1624

Permit Number: \_\_\_\_\_ MRI \_\_\_\_\_

PERMIT NUMBER: \_\_\_\_\_ MRI \_\_\_\_\_

Permit Number: \_\_\_\_\_ MRI \_\_\_\_\_

PERMIT NUMBER: \_\_\_\_\_ MRI \_\_\_\_\_

Permit Number: \_\_\_\_\_ MRI \_\_\_\_\_

NOTARY PUBLIC:

*Plymouth, SS.*

*DANIEL J. SHANNON,  
before me on 3/3/14  
with MA. DRIV. LICENSE,  
as F.D.*



*Mary Ann Wrightington*  
MARY ANN WRIGHTINGTON  
Notary Public  
Commonwealth of Massachusetts  
My Commission Expires May 7, 2015

X NORTHEAST FISHERY SECTOR, Inc.  
FY 2014-2015 SECTOR OPERATIONS PLAN AND AGREEMENT  
ADHERENCE AGREEMENT

THIS ADHERENCE AGREEMENT is entered into as of this 25 day of FEBRUARY 2014, by the undersigned "Member", who for good and valuable consideration, the receipt and sufficiency of which are acknowledged, hereby agrees as follows:

1. Member has carefully reviewed the NEFS VI Sector Operations Plan and Agreement dated effective as of April 15, 2014 (as the same may be amended or restated from time to time, the "Operations Plan"), and by executing this Adherence Agreement agrees to be bound by all provisions of the Operations Plan and Agreement. Execution of this Adherence Agreement shall have the same effect as execution of the Operations Plan by Member and all other Members of NEFS VI (the "Sector").

2. Upon execution of this Agreement by Member and the satisfaction of all other conditions precedent to Member's membership in the Sector, Member shall be deemed admitted as a Member of the Sector and such admittance shall be reflected on the Sector's records.

3. Member acknowledges that; NEFS VI has adopted **December 31, 2013** as the final date in which a NEFS VI Member may withdraw from NEFS VI prior to the start of the 2014 fishing year. A Member who wishes to withdraw from NEFS VI must do so in the manner specified in the Operations Plan.

4. With full knowledge of the rights and responsibilities of membership Member is signing this agreement as a (check one):

Active Member: (LIST ACTIVE VESSELS)

Fishing Vessel Name	<u>DESTINY</u>	Doc/Reg #	<u>1092974</u>
Fishing Vessel Name	_____	Doc/Reg #	_____
Fishing Vessel Name	_____	Doc/Reg #	_____

Note: Member acknowledges that membership is categorized as "active" **if any** MRI permits listed below and owned by the member will be used to harvest the sector's ACE, or in a fishery in which Sector ACE must be used to account for by-catch of Sector Allocated stocks for example: monkfish, skate, dogfish.

Non-Active Member

5. Upon execution of this Agreement by Member and the satisfaction of all other conditions precedent to Member's membership in the Sector, Member shall be deemed admitted as a Member of the Sector and such admittance shall be reflected on the Sector's records.

*Continued on next page*

X NORTHEAST FISHERY SECTOR, Inc.  
FY 2014-2015 SECTOR OPERATIONS PLAN AND AGREEMENT  
ADHERENCE AGREEMENT

EXECUTED as of the day and year first set forth above.

Signature of Authorized Representative:

x. Paul S Unangst

Owner/Entity Name:

PAUL S UNANGST / Destiny

Name of Authorized Representative (print):

Paul S Unangst

Title: OWNER

List all permits including those listed in 4.

Permit Number: 223496 MRI 26

Permit Number: \_\_\_\_\_ MRI \_\_\_\_\_

Permit Number: \_\_\_\_\_ MRI \_\_\_\_\_

Permit Number: \_\_\_\_\_ MRI \_\_\_\_\_

Permit Number: \_\_\_\_\_ MRI \_\_\_\_\_

Permit Number: \_\_\_\_\_ MRI \_\_\_\_\_

Notary Public: Plymouth County  
Donna McCarthy



**Donna McCarthy**  
Notary Public  
Commonwealth of Massachusetts  
My Commission Exp. Jan. 9, 2015

X NORTHEAST FISHERY SECTOR, Inc.  
FY 2014-2015 SECTOR OPERATIONS PLAN AND AGREEMENT  
ADHERENCE AGREEMENT

THIS ADHERENCE AGREEMENT is entered into as of this 1 day of MARCH 2014, by the undersigned "Member", who for good and valuable consideration, the receipt and sufficiency of which are acknowledged, hereby agrees as follows:

1. Member has carefully reviewed the NEFS VI Sector Operations Plan and Agreement dated effective as of April 15, 2014 (as the same may be amended or restated from time to time, the "Operations Plan"), and by executing this Adherence Agreement agrees to be bound by all provisions of the Operations Plan and Agreement. Execution of this Adherence Agreement shall have the same effect as execution of the Operations Plan by Member and all other Members of NEFS VI (the "Sector").

2. Upon execution of this Agreement by Member and the satisfaction of all other conditions precedent to Member's membership in the Sector, Member shall be deemed admitted as a Member of the Sector and such admittance shall be reflected on the Sector's records.

3. Member acknowledges that; NEFS VI has adopted **December 31, 2013** as the final date in which a NEFS VI Member may withdraw from NEFS VI prior to the start of the 2014 fishing year. A Member who wishes to withdraw from NEFS VI must do so in the manner specified in the Operations Plan.

4. With full knowledge of the rights and responsibilities of membership Member is signing this agreement as a (check one):

Active Member: (LIST ACTIVE VESSELS)

Fishing Vessel Name \_\_\_\_\_ Doc/Reg # \_\_\_\_\_

Fishing Vessel Name \_\_\_\_\_ Doc/Reg # \_\_\_\_\_

Fishing Vessel Name \_\_\_\_\_ Doc/Reg # \_\_\_\_\_

Note: Member acknowledges that membership is categorized as "active" if any MRI permits listed below and owned by the member will be used to harvest the sector's ACE, or in a fishery in which Sector ACE must be used to account for by-catch of Sector Allocated stocks for example: monkfish, skate, dogfish.

Non-Active Member

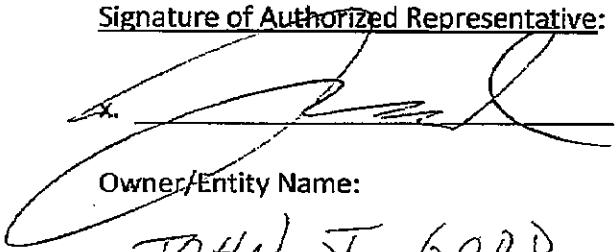
5. Upon execution of this Agreement by Member and the satisfaction of all other conditions precedent to Member's membership in the Sector, Member shall be deemed admitted as a Member of the Sector and such admittance shall be reflected on the Sector's records.

Continued on next page

X NORTHEAST FISHERY SECTOR, Inc.  
FY 2014-2015 SECTOR OPERATIONS PLAN AND AGREEMENT  
ADHERENCE AGREEMENT

EXECUTED as of the day and year first set forth above.

Signature of Authorized Representative:



Owner/Entity Name:

JOHN J GOOD

Name of Authorized Representative (print):

JOHN J GOOD

Title: OWNER/OPERATOR

List all permits including those listed in 4.

Permit Number: 230178 MRI 1986

Permit Number: \_\_\_\_\_ MRI \_\_\_\_\_

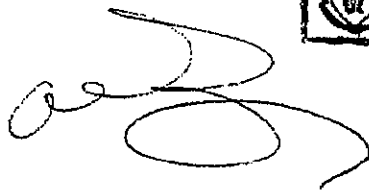
Permit Number: \_\_\_\_\_ MRI \_\_\_\_\_

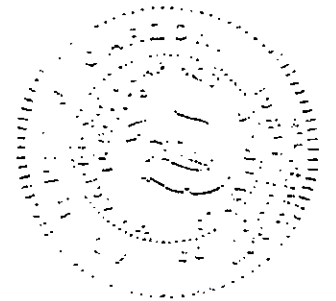
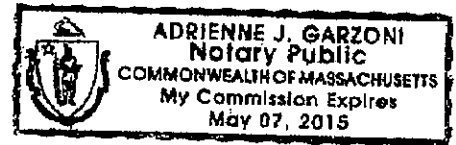
Permit Number: \_\_\_\_\_ MRI \_\_\_\_\_

Permit Number: \_\_\_\_\_ MRI \_\_\_\_\_

Permit Number: \_\_\_\_\_ MRI \_\_\_\_\_

Notary Public:







X NORTHEAST FISHERY SECTOR, Inc.  
FY 2014-2015 SECTOR OPERATIONS PLAN AND AGREEMENT  
ADHERENCE AGREEMENT

THIS ADHERENCE AGREEMENT is entered into as of this 1 day of March 2014, by the undersigned "Member", who for good and valuable consideration, the receipt and sufficiency of which are acknowledged, hereby agrees as follows:

1. Member has carefully reviewed the NEFS VI Sector Operations Plan and Agreement dated effective as of April 15, 2014 (as the same may be amended or restated from time to time, the "Operations Plan"), and by executing this Adherence Agreement agrees to be bound by all provisions of the Operations Plan and Agreement. Execution of this Adherence Agreement shall have the same effect as execution of the Operations Plan by Member and all other Members of NEFS VI (the "Sector").

2. Upon execution of this Agreement by Member and the satisfaction of all other conditions precedent to Member's membership in the Sector, Member shall be deemed admitted as a Member of the Sector and such admittance shall be reflected on the Sector's records.

3. Member acknowledges that; NEFS VI has adopted **December 31, 2013** as the final date in which a NEFS VI Member may withdraw from NEFS VI prior to the start of the 2014 fishing year. A Member who wishes to withdraw from NEFS VI must do so in the manner specified in the Operations Plan.

4. With full knowledge of the rights and responsibilities of membership Member is signing this agreement as a (check one):

Active Member: (LIST ACTIVE VESSELS)

Fishing Vessel Name	<u>Angenette</u>	Doc/Reg #	<u>2505 36</u>
Fishing Vessel Name	_____	Doc/Reg #	_____
Fishing Vessel Name	_____	Doc/Reg #	_____

Note: Member acknowledges that membership is categorized as "active" **if any** MRI permits listed below and owned by the member will be used to harvest the sector's ACE, or in a fishery in which Sector ACE must be used to account for by-catch of Sector Allocated stocks for example: monkfish, skate, dogfish.

Non-Active Member

5. Upon execution of this Agreement by Member and the satisfaction of all other conditions precedent to Member's membership in the Sector, Member shall be deemed admitted as a Member of the Sector and such admittance shall be reflected on the Sector's records.

Continued on next page

X NORTHEAST FISHERY SECTOR, Inc.  
FY 2014-2015 SECTOR OPERATIONS PLAN AND AGREEMENT  
ADHERENCE AGREEMENT

EXECUTED as of the day and year first set forth above.

Signature of Authorized Representative:

List all permits including those listed in 4.

x. 

Permit Number: 230003 MRI 103

Owner/Entity Name:

Permit Number: \_\_\_\_\_ MRI \_\_\_\_\_

*Elu Angenette Ronald J. Bonjesoni*

Permit Number: \_\_\_\_\_ MRI \_\_\_\_\_

Name of Authorized Representative (print):

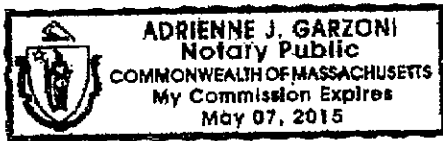
Permit Number: \_\_\_\_\_ MRI \_\_\_\_\_

Ronald J. Bonjesoni

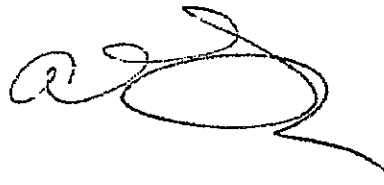
Permit Number: \_\_\_\_\_ MRI \_\_\_\_\_

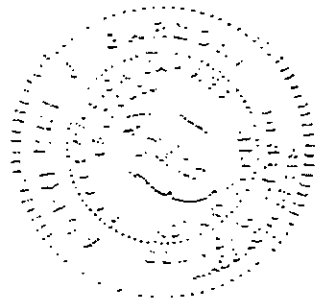
Title: Owner

Permit Number: \_\_\_\_\_ MRI \_\_\_\_\_



Notary Public:





X NORTHEAST FISHERY SECTOR, Inc.  
FY 2014-2015 SECTOR OPERATIONS PLAN AND AGREEMENT  
ADHERENCE AGREEMENT

THIS ADHERENCE AGREEMENT is entered into as of this 3<sup>rd</sup> day of MARCH, 2014, by the undersigned "Member", who for good and valuable consideration, the receipt and sufficiency of which are acknowledged, hereby agrees as follows:

1. Member has carefully reviewed the NEFS VI Sector Operations Plan and Agreement dated effective as of April 15, 2014 (as the same may be amended or restated from time to time, the "Operations Plan"), and by executing this Adherence Agreement agrees to be bound by all provisions of the Operations Plan and Agreement. Execution of this Adherence Agreement shall have the same effect as execution of the Operations Plan by Member and all other Members of NEFS VI (the "Sector").

2. Upon execution of this Agreement by Member and the satisfaction of all other conditions precedent to Member's membership in the Sector, Member shall be deemed admitted as a Member of the Sector and such admittance shall be reflected on the Sector's records.

3. Member acknowledges that; NEFS VI has adopted **December 31, 2013** as the final date in which a NEFS VI Member may withdraw from NEFS VI prior to the start of the 2014 fishing year. A Member who wishes to withdraw from NEFS VI must do so in the manner specified in the Operations Plan.

4. With full knowledge of the rights and responsibilities of membership Member is signing this agreement as a (check one):

Active Member: (LIST ACTIVE VESSELS)

Fishing Vessel Name <u>DONNA MARIE</u>	Doc/Reg # <u>518804</u>
Fishing Vessel Name _____	Doc/Reg # _____
Fishing Vessel Name _____	Doc/Reg # _____

Note: Member acknowledges that membership is categorized as "active" **if any** MRI permits listed below and owned by the member will be used to harvest the sector's ACE, or in a fishery in which Sector ACE must be used to account for by-catch of Sector Allocated stocks for example: monkfish, skate, dogfish.

Non-Active Member

5. Upon execution of this Agreement by Member and the satisfaction of all other conditions precedent to Member's membership in the Sector, Member shall be deemed admitted as a Member of the Sector and such admittance shall be reflected on the Sector's records.

*Continued on next page*

X NORTHEAST FISHERY SECTOR, Inc.  
FY 2014-2015 SECTOR OPERATIONS PLAN AND AGREEMENT  
ADHERENCE AGREEMENT

EXECUTED as of the day and year first set forth above.

Signature of Authorized Representative:

x. Christopher W. King

List all permits including those listed in 4.

Permit Number: 310231 MRI \_\_\_\_\_

Owner Entity Name:

F/V DONNA-RODRIQUE - SECOND ESTATE FISHERIES, LLC

Permit Number: \_\_\_\_\_ MRI \_\_\_\_\_

Permit Number: \_\_\_\_\_ MRI \_\_\_\_\_

Name of Authorized Representative (print):

CHRISTOPHER W. KING

Permit Number: \_\_\_\_\_ MRI \_\_\_\_\_

Permit Number: \_\_\_\_\_ MRI \_\_\_\_\_

Title: OWNER

Permit Number: \_\_\_\_\_ MRI \_\_\_\_\_



*Sandra Valentine-Roda*, 3/3/14

X NORTHEAST FISHERY SECTOR, Inc.  
FY 2014-2015 SECTOR OPERATIONS PLAN AND AGREEMENT  
ADHERENCE AGREEMENT

THIS ADHERENCE AGREEMENT is entered into as of this 3<sup>RD</sup> day of MARCH, 2014, by the undersigned "Member", who for good and valuable consideration, the receipt and sufficiency of which are acknowledged, hereby agrees as follows:

1. Member has carefully reviewed the NEFS VI Sector Operations Plan and Agreement dated effective as of April 15, 2014 (as the same may be amended or restated from time to time, the "Operations Plan"), and by executing this Adherence Agreement agrees to be bound by all provisions of the Operations Plan and Agreement. Execution of this Adherence Agreement shall have the same effect as execution of the Operations Plan by Member and all other Members of NEFS VI (the "Sector").

2. Upon execution of this Agreement by Member and the satisfaction of all other conditions precedent to Member's membership in the Sector, Member shall be deemed admitted as a Member of the Sector and such admittance shall be reflected on the Sector's records.

3. Member acknowledges that; NEFS VI has adopted **December 31, 2013** as the final date in which a NEFS VI Member may withdraw from NEFS VI prior to the start of the 2014 fishing year. A Member who wishes to withdraw from NEFS VI must do so in the manner specified in the Operations Plan.

4. With full knowledge of the rights and responsibilities of membership Member is signing this agreement as a (check one):

Active Member: (LIST ACTIVE VESSELS)

Fishing Vessel Name <u>DONNA MARIE</u>	Doc/Reg # <u>518804</u>
Fishing Vessel Name _____	Doc/Reg # _____
Fishing Vessel Name _____	Doc/Reg # _____

Note: Member acknowledges that membership is categorized as "active" if any MRI permits listed below and owned by the member will be used to harvest the sector's ACE, or in a fishery in which Sector ACE must be used to account for by-catch of Sector Allocated stocks for example: monkfish, skate, dogfish.

Non-Active Member

5. Upon execution of this Agreement by Member and the satisfaction of all other conditions precedent to Member's membership in the Sector, Member shall be deemed admitted as a Member of the Sector and such admittance shall be reflected on the Sector's records.

*Continued on next page*

X NORTHEAST FISHERY SECTOR, Inc.  
FY 2014-2015 SECTOR OPERATIONS PLAN AND AGREEMENT  
ADHERENCE AGREEMENT

EXECUTED as of the day and year first set forth above.

Signature of Authorized Representative:

x. Christopher W. King

List all permits including those listed in 4.

Permit Number: 310231 MRI 475

Owner Entity Name:

Permit Number: 150978 MRI 484

F/W DONNA-MARGIE - SECOND GRAND PARENTS, LLC

Permit Number: \_\_\_\_\_ MRI \_\_\_\_\_

Name of Authorized Representative (print):

Permit Number: \_\_\_\_\_ MRI \_\_\_\_\_

CHRISTOPHER W. KING

Permit Number: \_\_\_\_\_ MRI \_\_\_\_\_

Title: OWNER

Permit Number: \_\_\_\_\_ MRI \_\_\_\_\_



3/3/14  
Sandra Valentine-Roda

## HARVESTING RULES

### 1.0 QUOTA MANAGEMENT

**ANNUAL CATCH ENTITLEMENT:** The members agree that they will not collectively harvest more than the Sector ACE, as adjusted by transfers, for any allocated groundfish stocks. Furthermore, the members agree that once an annual ACE is reached no member will fish commercially with any fishing gear capable of catching any of the allocated groundfish stocks or other species managed under plan within the applicable area(s): except in those situations where a member is participating in an exempted fishery, or if a plan submitted by the Sector under §648.87(b)(2)(xiv) in this document has been approved by NMFS. The Sector members may resume fishing activities if additional ACE is secured through inter-sector ACE transfer.

**QUOTA MANAGEMENT:** Sector vessels, the dealers to which they are delivering fish and monitors will use a PC based software for collecting data, reporting catch, landings and discards, and reporting catch area information for logbook and stock attribution purposes. The Sector will utilize a quota release program that sets forth overall sector quota (ACE) release targets by species and individual member Harvest Share targets as they relate to the Sector targets. Interim and annual targets will be considered in the development of the Sector's Fishing Plan. The Sector Manager will monitor the trajectories to interim and annual targets for the Sectors ACE's as well as for the individual members Harvest Shares. The Sector expects to utilize ACE Transfers to balance the Sector's ACE during the fishing year to prevent exceeding Sector ACE and to assist Members Harvest Share management.

**RESERVE:** For each stock held by the Sector, the quota release program will utilize an initial target trajectory that is not to exceed 90 % of the current quota held by the Sector as adjusted by ACE transfers. The remaining 10 % is the minimum aggregate total of the RESERVE buffer system. The Sector, through their Board, may modify the RESERVE holdback percentages for any or all stocks held by the Sector to prevent under or over harvest of the Sector's ACE.

**SLOWING CATCH:** The quota release program will incorporate a list of thresholds for both Sector ACE and member Harvest Shares, for the purposes of alerting the Sector Manager and members. Thresholds to "Slow Catch", "Initiate Trading" and "Cease Fishing" will be incorporated into the Sector quota monitoring system. Members Harvest Shares are net from the Reserve. Therefore, Harvest Shares trajectories will be set to the Harvest Share. Once 80 % of any Sector ACE is attained, slowing mechanisms such as tiered landing limits that apply differential counting of quota or service fees to each tier in excess of agreed landing limits may be utilized. When such slowing mechanisms are triggered or at any time during the fishing year, the Board may direct the Sector Manager to seek additional ACE through an ACE transfer with other sectors.

**FULL RETENTION OF LEGAL SIZED FISH:** All legal sized fish of allocated stocks harvested during the fishing operations must be retained and counted against the Sector's ACE allocation, unless otherwise exempted.

**DISCARD RATES AND IN-SEASON DISCARD ESTIMATES:** The Sector manager (or his/her designated representative) will derive stock specific discards for each trip. If the trip is

observed by either an at-sea monitor or a Northeast Fisheries Observer Program (NEFOP) observer, discards will be derived based on data collected during that trip and will account for all hauls (observed and unobserved) on that trip. If the trip is not observed, discards will be derived using the NMFS-provided discard rate resulting from the NMFS method to estimate 'in-season' discard rates, which may not include data from research trips or sector trips using certain exemptions. At the time of this submission, a Strawman proposing a different way to derive assumed discards for a sector that takes into account a more accurate representation of the diverse fishing practices of the Sectors has been submitted to the Agency for consideration. If after consultation and collaboration this idea is deemed feasible for the Sector and the Agency, for Fishing Year 2013-2014 this section will be updated accordingly for utilization in FY 2014-2015.

**STOCK AREA DECLARATION:** Prior to leaving port, sector vessels will declare one or more than one of the four Broad Stock Areas (BSA) as identified in Amendment 16 and relating implementing regulations.

**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 by all Northeast Groundfish Sectors in their FY 2014 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 7.1 of the Harvesting Rules, 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 defined in this section.

**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 7.1.1 of these Harvesting Rules 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 7.1.1 of these Harvesting Rules as the Inshore GOM.

**CLOSED AREAS:** Participating vessels may fish in closed areas to the extent authorized by NMFS.



**CATCH REPORTS:** All Active Member vessels fishing groundfish will be required to submit complete catch records to the Sector Manager electronically via VMS email or other electronic means prior to entering port to end a trip. Catch reports will include, at a minimum, all data elements of a fully compliant VTR logbook record/s. The Sector Manager may modify, at his/her discretion, the frequency of reporting transmissions to meet programmatic needs, such as, but not limited to, participation in a SAP, or internal quota management requirements. In the event a Member vessel is unable to submit his catch records electronically, the Member, will have no more than twenty-four (24) hours to provide such reports to the Sector Manager, upon completion of vessel offload.

**VESSELS FISHING MULTIPLE STOCK AREAS:** If a vessel declares into multiple stock areas the vessel will complete a catch report each time the vessel changes areas.

**FISHING IN US/CA AREAS:** When fishing in the US/CA area, a sector vessel that fishes in more than one US/CA area or more than one of the four stock areas will complete a catch report each time the vessel changes areas. Sector vessels will track their Eastern US/CA sub-ACE for Cod and Haddock separately while fishing in the Eastern Area. Sector vessels may fish in all US/CA areas as well as Open areas in the same trip. In addition to VMS declaration requirements, the vessel will declare the stock areas (of the Four A16 reporting areas) intended to be fished prior to starting a trip.

**VESSEL LOGBOOKS (VTRs/e-VTR):** All sector members will comply with applicable reporting requirements including submission of Vessel Trip Reports (VTRs). If Electronic Vessel Trip Reports (e-VTRs) are approved by the Regional Administrator, Sector Members will submit e-VTRs in the format required by NERO. Sector Members will execute all documents necessary to meet legal requirements for the purpose of facilitating e-VTR service.

**WEEKLY/DAILY REPORTS:** The Sector Manager, or his/her designated representative, will submit weekly or daily Sector Reports of all landings and discards by sector vessels, to NMFS. The Sector will submit required reports, using the format and procedures prescribed by NMFS. The reports required by NMFS are the *Sector Manager ACE Status Report*, *Sector Manager Detailed Report*, and *Sector Manager Trip Issue Report* as codified in §648.87(b)(1)(vi)(B). Specifically, the *Sector Manager Detailed Report* provides information down to the sub-trip level about each sector trip for a given week, regardless of completeness of the data. The information includes stock, gear, mesh categories, landing amounts, discards and total catch. The *Sector Manager Trip Issue Report* provides information about the sector trips for a given week that have enforcement or other issues. The *Trip Issue Report* allows the sector to briefly describe to NMFS any enforcement or reporting compliance issues, violations of the Sectors operations plan and regulation, and general problems with monitoring or sector operations during the reporting period. One *Trip Issue Report* is submitted per reporting period. The *Sector Manager ACE Status Report* documents the ACE status calculations, which allows NMFS to cross check totals as stipulated in Amendment 16. In the event that the Sector triggers daily reporting for a specific allocated stock, the *Sector Manager Daily ACE Status Report* provides the mean for a sector manager to report their Sectors ACE status calculations on a daily basis if the “trigger

point” i.e. thresholds specified in 14.1 have been reached during the current Fishing Year. These reports are cumulative in nature from the start of the fishing year until the current reporting week and are adjusted retroactively as data becomes available or issues documented in JIRA are resolved. JIRA is an issue tracking application implemented by NMFS, which should be used to report all data quality issues to the appropriate people for research and correction process.

**REPORTING THRESHOLDS THAT TRIGGER DAILY REPORTING:** The reporting frequency for the sector manager’s ACE Status Report will be increased to daily when 90% of any of the sector’s ACEs is reached. The Sector Manager, or a designated representative, must notify NMFS immediately by email if the threshold that triggers daily reporting has been reached. During the period when a sector has reached or exceeded 90% of any of its ACEs, a daily ACE Status Report must be submitted only on a day when a member vessel lands, or when the sector engages in an ACE transfer of a stock that is exceeding the 90% threshold. An alternative threshold for triggering daily reporting may be implemented during FY 2014 if agreed upon by the sector and NMFS.

**ENFORCEMENT ISSUES:** The Members acknowledge that the Sector Manager *must* include any enforcement or reporting compliance issues, including violations of Operations Plan (excluding those sections identified as administrative provisions in this document); violations of regulations, or general problems with monitoring or sectors operations in their *Trip Issue Report* which is submitted to NMFS weekly.

**TRIP HAIL:** Sector vessels will comply with any Hail requirements established by the Sector and/or Agency.

**METHOD OF TRANSMISSION HAILS:** The sector vessels will be transmitting HAILS (Trip Start and Trip End) electronically via the email messaging component of their VMS units. All data necessary to the requirements will be sent in compressed formats to minimize characters and maximize message capacity directly to the **Sector’s Server** which will collect, store, convert and relay all data elements necessary to meet various requirements. The Sector will relay required HAILS (Trip State and Trip End) to NMFS, immediately upon receipt. In the event that the primary system is unavailable, Sector Vessels will utilize a backup system, including but not limited to, direct cell phone or radio transmission between the vessel and NMFS OR a relay through the Sector Manager.

**TRIP START HAIL:** Prior to leaving port on a trip in which the catch of allocated stocks will count against the Sectors ACE i.e. a sector trip, each Active Vessel must notify their Sector Manager that the vessel is departing on a sector trip by completing a Trip Start Hail. The Trip Start Hail (“TSH”) must include:

- Vessel permit number
- Vessel Trip Report (VTR) serial number
- Whether an Observer (NEFOP) or At-Sea Monitor (ASM) is onboard
- Landing State (abbreviation)
- Landing Port City
- Estimated time and Date of arrival in port

- Estimated time and date of offloading (required only for trips less than 6 hours in duration or if fishing within 6 hours of the offload port)
- Comments (as directed by the Sector Manager)

**TSH FOR TRIPS LESS THAN SIX HOURS OR OCCURRING WITHIN SIX HOURS OF PORT:** For trips less than six hours in length or occurring within six hours of port, the estimated time of arrival to port, offload location and estimated offload time will be provided in the Trip Start Hail (TSH). The Trip End Hail (TEH) will be sent upon completion of the last tow with required updated information. An alternative timing for the TEH may be implemented during FY 2014 if agreed upon by the Sector, and NMFS.

**TSH FOR TRIPS LESS THAN SIX HOURS OR OCCURRING WITHIN SIX HOURS OF PORT:** For trips less than six hours in length or occurring within six hours of port, the estimated time of arrival to port, offload location and estimated offload time will be provided in the Trip Start Hail (TSH). The Trip End Hail (TEH) will be sent upon completion of the last tow with required updated information. An alternative timing for the TEH may be implemented during FY 2014 if agreed upon by the Sector, and NMFS.

**TRIP END HAIL:** The trip-end hail report must be submitted at least 6 hours in advance of landing for all trips at least 6 hours in duration or occurring more than 6 hours from port. For shorter trips, the trip-end hail reports must be submitted within sufficient in consultation with NMFS Office of Law Enforcement. An alternative timing for the trip end hail may be implemented during FY 2014 if agreed upon by the sector, the monitoring provider, and NMFS. The trip end hail must include the following:

- Vessel permit number
- Vessel Trip Report (VTR) serial number
- First landing state (abbreviation)
- First landing port city
- Dealer/Offload Location
- Estimated time and date of arrival
- Estimated time and date of offload
- Second offload state (abbreviation)
- Second offload port city
- Total groundfish kept in pounds
- Total non-groundfish kept in pounds
- Comments (as directed by the Sector Manager)

## **2.0 ADMINISTRATIVE**

**DATA MANAGEMENT:** The sector vessels will be transmitting catch data electronically via the email messaging component of their VMS units. All data necessary for sector ACE management, including

all elements of VTR logbook and daily / weekly reporting requirements will be sent in compressed formats to minimize characters and maximize message capacity. Notwithstanding reporting requirements that cannot be altered by a sectors operations plan, the **Sector's server** will be capable of collecting, storing, converting and relay all data elements necessary to meet all reporting requirements in the formats required by the recipients

The Sector, acting through its Manager, will maintain database(s) of vessel trip reports (VTR), dealer, At Sea (ASM), and NEFOP Observer reports. In addition, the Sector will maintain any other database it determines necessary for its operations.

1. **PROOF OF SECTOR MEMBERSHIP**: Upon approval of the Sector, each sector vessel will be issued a Letter of Authorization ("LOA"), which will specify the exemptions that have been approved for the Sector. Each Member agrees that its sector vessels **must** comply with all requirements stipulated in the LOA and all applicable federal regulations and laws not specifically exempted in the LOA.

Furthermore, Member agrees that its sector vessels shall maintain the LOA, and a copy of the Sector Agreement and Harvesting Rules on-board at all times while fishing on a 'sector-trip'.

**ANNUAL REPORT**: Within sixty (60) days of the end of the fishing year the Sector Manager will submit an annual report to NMFS and the Council that summarizes: fishing activities of Members, including harvest levels of all species by sector vessels (landings and discards by gear types); enforcement actions; and any other relevant information required to evaluate the performance of the Sector. In addition, the Annual Report will report the number of sector vessels that fished for regulated groundfish and their permit numbers (when such disclosure does not violate protection of confidentiality); number of vessels that fished for other species; method used to estimate discards; landing port used by sector vessels while landing groundfish; and any other additional information requested by the Regional Administrator for inclusion in the Annual Report. The Sector will submit required reports using the format and procedures prescribed by NMFS.

**SECTOR UNDERSTANDING AND ACKNOWLEDGMENTS**: Sector Members understand and acknowledge that the following provisions have been interpreted by NMFS as applicable to all operating sectors. Sector Members acknowledge this applicability and where appropriate utilize these universal interpretations within their sector management and operations:

**INTRA-SECTOR DAYS AT SEA (DAS) LEASING**: Days at Sea may be leased intra-sector (between members) within the guidelines and procedures contained in the FMP and as amended by Amendment 16. The Sector would accept any future relief in the length and horsepower constraints of the program that may be authorized by the RA in the future.

**INTER-SECTOR DAYS AT SEA (DAS) LEASING**: Members who wish to lease Days-at-Sea (DAS) outside of the Sector are authorized under this provision to do so, only with Members of other Sectors whom are similarly exempt. Members acknowledge that such DAS leasing would not be exempted from existing length and horsepower constraints as currently contained in applicable regulations.

**PAPER VTR:** Members acknowledge that they are bound to all applicable reporting requirements. Sector vessels shall continue using paper VTRs for FY 2014, as required by regulations. However, electronic vessel trip reporting (e-VTR) systems for transmission and submission of required VTR reports have been authorized by the Regional Administrator using a phased implementation process. The Sector and its Members may utilize e-VTR in accordance with the phased implementation process.

**ADDITIONAL EXEMPTIONS:** Members note that NMFS is generating one Environmental Assessment for all sectors seeking authorization for Fishing Year 2014, and that NMFS communication has stated that if an exemption is approved for one Sector, all other authorized Sectors can be similarly approved for that specific exemption based on the terms and conditions of the originally requesting sector. In light of this understanding, NEFS **VI** will request authorization for such exemptions it deems beneficial for its operations, prior to the publication of the final authorizing rule.

**DAYS-AT-SEA:** Each participating permit and participating vessel will be allocated Days-At-Sea (DAS) by the Regional Administrator. Sector Member permits will not be subject to the DAS reduction in Amendment 16 for common pool vessels. Members will be required to use a DAS, as specified in controlling FMPs, when conducting fishing operations that are not exempted from DAS usage, for example, when fishing under a monkfish DAS.

**SECTOR SPECIFIC EXEMPTIONS:** As referenced in §4.0 of this Agreement all Sectors are granted the following Universal Exemptions.

- All Groundfish DAS restrictions
- Trip limits on allocated stocks
- Seasonal Closed Areas (currently Georges Bank seasonal closure in May)
- Additional mortality controls adopted by Amendment 16, including additional seasonal or year-round closures, gear requirements, DAS reductions, differential DAS counting, and/or restricted gear areas.
- Requirement to use 6.5 inch mesh in the codend in haddock separator trawl/Ruhle tr4awl when targeting haddock in Georges Bank Regulated Mesh Area (i.e. authorization to use 6-inch mesh in the codend).
- Gulf of Maine Rolling Closures, except for:
  - April – Blocks 124, 125, 132, 133
  - May – Blocks 132, 133, 138, 138,139,140
  - June – Blocks 139, 140, 145, 146, 147, 152Unless authorized as a sector specific exemption.

In addition to the Universal Exemptions granted to all Sectors, as referenced above and in §4.0 of this Agreement, Members agree to abide by the following obligations as Authorized in their LOA, in order to utilize these Sector Specific Exemptions:

- (1) 20-Day Block Requirement Out of the Fishery for Day Gillnet Vessels:

- (2) 20 Day Spawning Block:
- (3) Limitation on the Number of Gillnets for Day Gillnet Vessels:
- (4) Prohibition on a Vessel Hauling Another Vessel's Gillnet Gear:
- (5) Limitation on the Number of Gillnets that may be hauled on GB when Fishing Under a Groundfish/Monkfish DAS:
- (6) Limitation on the Number of Hooks that may be Fished:
- (7) Length and horsepower restrictions of the DAS leasing program.
- (8) Sink Gillnet Mesh Size Restrictions in the GOM in May and from January through April.
- (9) Daily Catch Reporting by Sector Manager for Vessels Participating in the CA I Hook Gear Haddock SAP
- (10) Trawl Gear requirements in the U.S./Canada Management Area
- (11) Requirement to maintain VMS powered while at dock. Vessel acknowledges that this exemption only applies to NE Multispecies requirements. A vessel with other permits requiring constant reporting **may not** use this exemption
- (12) Prohibition on Fishing Inside and Outside the CA I Hook Gear Haddock SAP while on the Same Trip
- (13) The 6.5" minimum mesh size restriction for trawl gear specified at § 648.80(a)(4)(i) when using a codend with at least 6" minimum mesh size on Directed Redfish Trips, as identified during the vessels trip declaration, when either a NEFOP or ASM is onboard.
- (14) Prohibition on a Vessel Hailing Another's Vessel's Hook Gear
- (15) Seasonal restrictions of the E. US/Canada Haddock SAP.
- (16) Seasonal restrictions of the CA II Yellowtail Flounder/Haddock SAP.
- (17) Requirement to declare intent to fish in Eastern US/CA Area prior to leaving dock
- (18) Sampling Exemption
- (19) Exemption from current mortality closures in order to have year round or partial access to areas including but not limited to
  - 19.1 Fippennies & Cashes Ledge
  - 19.2 Closed Area I
  - 19.3 Closed Area II
  - 19.4 The Western Gulf of Maine Closure.
  - 19.5 Nantucket Lightship

Novel Exemption Requests for FY 2014-2015

- (20) Prohibition on using small mesh trawl nets to target small mesh species (silver hake, red hake, and squid) on a Sector Trip in the SNE Regulated Mesh Area.

**SAFE HARBOR PROTOCOL:** To promote safety at sea, the Sector sets forth the following protocol for variance from the landing ports listed. If for reasons beyond a vessel operators control such as severe weather, mechanical failures, compromised hull integrity, instances of pump failures and danger of sinking, crew injury or life threatening illness and any other emergency situations that may arise, a sector vessel may enter a port other than those listed as "Landing Ports" to ensure the safety of the vessel and its crew. In the event that a Sector Vessel must utilize this safe harbor protocol, they must notify their Manager and NMFS OLE of when and where they had to seek safe harbor within 6 hours of this entering the port.

**3.0 GEAR REQUIREMENTS**

- Limitation on the number of Gillnets that may be hauled on GB when fishing on a Groundfish/Monkfish DAS.
- Limitation on the number of gillnets for day gillnet vessels.
- Limitation on the number of hooks.
- Trawl Gear requirements in the U.S./Canada Management Area
- 6.5-inch minimum mesh size requirement for Trawl nets.
- Prohibition on a Vessel Hauling Another vessels Hook Gear
- Prohibition on using small mesh trawl nets to target small mesh species (silver hake, red hake, and squid) on a Sector Trip in the SNE Regulated Mesh Area.

**4.0 MONITORING (AT-SEA)**

**OFFLOADING PORTS:** The following list represents those ports where sector vessels are authorized to offload. Additionally, sector vessels are authorized to land fish to trucks within these same locations.

Primary Port(s) of Landing	Secondary Port(s) of Landing
Massachusetts: Boston, Gloucester, New Bedford	Massachusetts: Hyannis, Nantucket, Chatham, Provincetown. New Hampshire: Portsmouth Maine: Portland

**SAFE HARBOR PROTOCOL:** To promote safety at sea, the Sector sets forth the following protocol for variance from the landing ports listed. If for reasons beyond a vessel operators control such as severe weather, mechanical failures, compromised hull integrity, instances of pump failures and danger of sinking, crew injury or life threatening illness and any other emergency situations that may arise, a sector vessel may enter a port other than those listed as “Landing Ports” to ensure the safety of the vessel and its crew. In the event that a Sector Vessel must utilize this safe harbor protocol, they must notify their Manager and NMFS OLE of when and where they had to seek safe harbor within 6 hours of this entering the port.

**MONITORING:** The Sector is proposing their preferred At-Sea Monitoring (ASM) Program as well as a Secondary Program for consideration by NMFS. It is the Sectors hope that the Agency will work collaboratively with the Sector over the fall and winter to resolve any and all concerns the Agency may have with these programs. In the event that the Sectors designed preferred and secondary ASM program is not approved by NMFS the Sector will use the NMFS designed ASM Program for FY 2014.

**USE OF MONITORING SERVICES.** The Members acknowledge that for the Sector to function efficiently, it is essential that the Active Members conduct their fishing operations such that

at-sea monitoring service costs are kept as low as commercially practical amount. The Active Members therefore agree to provide accurate landing time projections, to make landings expeditiously, and to choose landing locations based in part on the efficiency and responsiveness of the buyer receiving catch harvested under the Sector's ACE. Active Members who fail to comply with the provision of this Section may be assessed the excess cost of monitoring resulting from their failure to do so. Furthermore, the Sector BOD, may opt from time to time to modify provisions such as authorized landing ports in order to ensure that the cost associated with these required programs do not become cost prohibitive.

**COVERAGE RATES:** NEFS [VI](#) will deploy at-sea monitors in a way to achieve coverage of X% of trips that is random and representative of the fishing activities of the sector. **The coverage rate for FY 2014 has not been specified by NMFS at this time.** A monitored trip must be a sector trip, including those taken in which a NE multispecies day-at-sea is used to target other fisheries such as monkfish or skates, unless exempted by NMFS.

**ADDITIONAL COVERAGE:** In addition to ensuring that the coverage rates specified by NMFS are met by the ASM program the Sector may from time to time opt to have additional coverage in order to fully utilize specific approved exemptions or to address specific needs of the Sector.

**PREFERRED AT SEA MONITORING PROGRAM:** The Sector acknowledges that they have been informed that the current goals and objectives of At-Sea Monitoring ("ASM") as codified by NMFS in 50 C.F.R 648.11(1) are:



Goal	Objectives
Improving Documentation of Catch	<ul style="list-style-type: none"> <li>Determine total catch and effort (for all sectors and the common pool) as accurately as possible. Leads to better understanding of how well the target or regulated species are faring.</li> <li>Determine how much observer coverage is needed in order to minimize effects of potential "monitoring bias."</li> <li>Maintain monitoring program flexibility in order to improve fleet viability.</li> </ul>
Reducing Monitoring Costs	<ul style="list-style-type: none"> <li>Streamline data management operations and eliminate redundancies.</li> <li>Explore options for cost-sharing with and deferment of cost to industry</li> <li>Recognize the opportunity costs of insufficient monitoring.</li> </ul>
Reducing Discards	<ul style="list-style-type: none"> <li>Determine discard rate by using the smallest possible strata while simultaneously maintaining cost-effectiveness.</li> <li>Collect information by gear type in order to accurately calculate discard rates.</li> </ul>
Getting More Data Sources to Better Assess Stocks	<ul style="list-style-type: none"> <li>Reduce management and/or biological uncertainty.</li> <li>Perform biological sampling. That is, perform sampling if it can be used to improve the accuracy of mortality or recruitment calculations.</li> </ul>
Improving Safety of Monitoring Program	<ul style="list-style-type: none"> <li>Improve the safety of the ASM program as necessary.</li> </ul>
Performing Periodic Review Of Monitoring Program to Assess Effectiveness	<ul style="list-style-type: none"> <li>Periodically review the performance of the ASM program to ensure it is meeting these goals and objectives.</li> </ul>

For FY 2014 the Sector intends to meet these identified goals and objectives by Implementing the following Program:

ACE Utilization & Application of Assumed Discard Rate: The Sector, working with the Agency prior to the start of FY 2014, will determine a fixed assumed discard rate for all allocated stocks based on gear, mesh size, area fished and stock strata. This fixed assumed discard rate will be determined utilizing both the discard rates computed during FY 2010, FY 2011, FY 2012 and FY 2013 for the Sector, as well as any appropriate ASM/NEFOP data collected during these same three years. Additionally, the Sector will work with the Agency to determine an appropriate standard deviation that if exceed will trigger modification to fixed discard rate.

Specification of ASM Coverage Rate: NMFS states that they are required under regulations codified at 50 C.F.R 648.87(b)(1)(v)(B)(3)(ii) to specify coverage levels for At-Sea Monitoring. However, nowhere in this regulation does it require that NMFS establish the same coverage levels for every sector. This Sector believes that NMFS can satisfy this regulatory requirement by specifying sector specific coverage levels based on this proposed program.

Pre-Trip Notification: Sector Vessels will continue to comply with the 48 hour pre-trip notification System (PTNS) for deployment of NEFOP Observers. Acceptable notification methods are internet, phone or email.

In the event that some level of coverage above and beyond the NEFOP level is needed to adequately verify the Sectors Fixed Discard Rate Program, the provisions in HR 25 SECONDARY PROGRAM will be utilized.

Verification of Fixed Assumed Discard Rate: The Sector, will utilize data collected by the Observers deployed under the NEFOP Program to verify on a quarterly basis that the fixed discard rate being applied parallels with observations being collected under this program. In the event, that the fixed discard rate being applied exceeds the standard deviation established prior to the start of the year, the Sector will:

Modify the subsequent quarter's assumed rate; proportionally, or

Modify the current quarter's assumed fixed rate to that of the NEFOP observed rate, or

Modification based on a method developed and agreed upon NMFS and Sector.

**SECONDARY AT-SEA MONITORING PROGRAM IN THE EVENT NMFS REJECTS THE SECTORS PREFERRED PROGRAM OR IF IT PROVES TO BE INAPPROPRIATE BY THE SECTOR.** The Sector plans on working collaboratively with certified At-Sea Monitoring Provider(s) ("Provider") to ensure that implementation of the at-sea monitoring program adheres to applicable NMFS requirements, as well as any internal needs that the Sector deems necessary.

**RANDOMIZES SELECTION OF COVERAGE PROCESS:** The Sector will work with their ASM Provider(s) to develop and deploy a randomized selection process that is fair and equitable, distributed in a statistically random manner and representative of the fishing activities and operations of all vessels within the Sector throughout the fishing year. The ASM Provider(s) will determine whether a trip is subject to ASM based on this randomized selection process.

**DATA COLLECTION & AT-SEA MONITORS:** The Service Provider must ensure that all At-Sea Monitors are trained and equipped in accordance with NEFSC/NMFS standards. At-Sea Monitors ("ASM") primary responsibility is to collect accurate actual weights on the discard portion of the catch, as well as accounting for all catch (kept and discarded) on each tow/haul. Data collected by the ASM will be used to quantify the discards that occur on that trip. This data will also be used to estimate the discards that occur by sector vessel trips that were not selected to take an ASM. The ASM will be responsible for describing various aspects of the gear(s) and recording the catch compensation and corresponding weights on a haul by haul basis. The specific data fields to be observed and methods used to collect the data are detailed in the training and published in an At-Sea Monitoring Manual by NMFS. Any additional data collection requests or procedures not directly related to the purpose of this program i.e. catch verification and discard information must be agreed upon by the Sector and the Provider(s) prior to implementation. All data must be reported electronically in a standard acceptable form from the At-Sea Monitor to the Sector and NMFS within 48 hours of completion of the trip. The Sector notes that for FY

2013, NMFS via the NEFSC will be reviewing data submitted by ASM for quality assurance and will be computing and producing both the assumed discard rates and observed discard data for the Sector to use in its reports as accessible on SIMMs. Neither the Sector, nor the Individual Members authorize NMFS to utilize data collected by ASM for any other purpose than as specified in this Section. In the event, NMFS wishes to utilize data they are provided for quality assurance and computation of observed and assumed discards for any other purpose they must obtain written authorization from the Sector and/or Members prior to any additional use occurring. In addition to the specific data fields and data collection methods specified by the NMFS At-Sea Monitoring Manual and training; the Sector may from time to time working with their contracted Service Provider request additional data be collected. This data if collected will be transmitted to the Sector within 48 hours upon completion of the trip in a manner agreed upon between the Sector and their Service Provider.

**VESSEL OPERATIONS:**

**PRE-TRIP NOTIFICATION:** Sector Vessels will continue to comply with the 48 hour pre-trip notification System (PTNS) for deployment of NEFOP Observers. Acceptable notification methods are internet, phone or email.

**AT-SEA MONITOR SELECTION PROCESS:** A determination will be made **immediately** after completing a Pre-Trip Notification whether the trip in question has been preliminarily selected for a NEFOP Observer. As explained by Northeast Fishery Observer Program Staff, the PTNS immediately determines whether a trip has been preliminarily selected for NEFOP coverage. If a trip is preliminarily selected, NEFOP Providers have twelve hours to determine whether they can deploy a NEFOP observer. Therefore, if the PTNS immediately determines that the trip is not preliminarily selected for a NEFOP Observer, the PTNS notification and all corresponding details will **immediately** be forwarded to the Sectors ASM Provider(s). If the trip in question is preliminarily selected for a NEFOP Observer, the NEFOP Program protocol will be followed and the Vessel will be notified in accordance to the process of this program. Additionally, the ASM Provider(s) will be notified **immediately** of this preliminary selection for NEFOP coverage and a waiver from ASM will be provided.

ASM Provider(s) shall be provided with a full list of all pre-trip notifications.

**NOTIFICATION OF SELECTION/WAIVER FROM ASM:**

**Trips Not Selected for Coverage:**

1. **Trip Boats:** A Vessel that has completed their pre-trip notification for trips which will be 48 hours or longer will be notified **immediately** upon completing their pre-trip notification, if not preliminarily selected for a NEFOP Observer, whether the trip has been preliminarily selected for an At-Sea Monitor. If the trip has been selected for an ASM the Vessel will work with the Provider(s) on all details pertaining to the trip and may set sail at any time as long as an ASM is onboard or a subsequent waiver has been granted. If the trip has not been preliminarily selected for an ASM the vessel may set sail at any time up to the estimated departure date and time provided in their pre-trip notification.

2. Day-Boats: Vessels that have completed their pre-trip notification for trips less than 48 hours, with potential sale dates up to 9 days in advance will be notified 24 hours in advance of sailing if a NEFOP or At-Sea Monitor will be onboard. Upon notification that neither a NEFOP nor At-Sea Monitor will be assigned, the vessel may set sail at any time up to the estimated departure time provided in their pre-trip notification for the trip occurring within 24 hours of notification.

Trips Selected for Coverage: If a vessel is selected for coverage, they will be notified by either a NEFOP service provider or their Sectors ASM Provider no later than 24 hours of receiving notification.

1. NEFOP: NEFOP Observers take precedence over all other monitors. If the trip is selected for a NEFOP observer, the vessel shall follow all NEFOP protocols and requirements.

2. At-Sea Monitoring: If the trip is selected for coverage under the ASM Program, Vessels shall follow all appropriate Sector ASM Program protocols and processes as outlined in this section. Sector Vessels selected for ASM coverage are not allowed to set sail until the ASM arrives and is onboard or a waiver is granted by the ASM Provider(s).

3. Delays: If a vessel must delay a multi-day trip sail date, and has been selected for an ASM, the vessel must notify their ASM Provider(s) & Sector Manager immediately. Trips greater than 48 hours, may delay their sail date/time up to 48 hours from the estimated sail date and time provided in their Pre-Trip notification, provided that an ASM is still available to sail on that trip or a waiver is granted.

4. Cancellations: If a Sector Vessel is selected for ASM Coverage and must cancel their trip, the Vessel will be automatically selected for ASM Coverage on their next notified trip, or the next time an ASM is available for coverage.

5. Notification of Delays or Cancellations: The Sectors ASM Provider(s) will notify the PTNS coordinator & the Sector Manager of any trip delays, cancellations, or waivers within 24 hours via email within 24 hours of such notification.

Cancellations of Trips where an ASM is already present at Port of Sail: In the event a Sector Vessel which was selected for ASM cancels the trip and the ASM is already at the specified location ready to sail the ASM may board another Vessel in this Sector, regardless of Waivers already provided, that is departing from the port on a Sector trip. The ASM will notify its employer immediately, and the Service Provider will notify the PTNS Coordinator and Sector Manager of the change in vessel coverage.

#### **AT-SEA MONITORING OPERATIONAL STANDARDS:**

Safety Requirements: Prior to setting sail the Operator of the Sector Vessel shall detail and identify any vessel safety operating procedures and other important information to the assigned ASM. The Sector Member acknowledges that an ASM must complete a pre-trip vessel safety checklist as provided by NMFS prior to leaving port. An ASM cannot be deployed on a vessel that has failed to review the safety issues, and

such vessel is prohibited from leaving port without the ASM on board (unless a waiver is granted). For the safety of the vessels captain, crew and the ASM; the ASM will not be allowed on deck any time that gear is being deployed.

The Sector and its Members note that each ASM must be provided with all the equipment specified by the NEFOP. It is the responsibility of the individual ASM and its employer to ensure that all equipment is in good working order and brought to the vessel at the agreed upon time prior to sailing.

**WAIVERS:**

Late At-Sea Monitor: In the event that an ASM fails to arrive at the scheduled sail time and/or place; the Vessel Captain must call their Providers Program Manager, prior to setting sail. The Providers Program Manager will verify that proper trip information was reported. Additionally, the Program Manager may issue a verbal waiver to the Captain relieving the vessel of its ASM obligation for the trip in question. Immediately upon issuing a verbal waiver the Program Manager must notify the Sector Manager, PTNS Coordinator and the Vessel (if requested) in writing that the trip was granted a waiver due to a later ASM.

Late NEFOP Observer: In the event that a NEFOP Observer fails to arrive at the scheduled sail time and/or place; the Vessel may contact the PTNS Coordinator to obtain a waiver prior to sailing.

**ELECTRONIC MONITORING** The Sector reserves the right to modify/update their At-Sea Monitoring Program in the event that Electronic Monitoring (EM) is approved by the Agency during the fishing year upon the discretion of the Sectors Board of Directors. Upon approval by the Agency and subsequently the Sectors Board of Directors, EM may be adopted by some or all Sector Vessels in accordance with EM standards.

# National Marine Fisheries Service

NMFS vessel/fishery data as of September 4, 2013, 9:35 pm

Disclaimer: The information contained on this site does not guarantee that these permits can be renewed or applied for in the future. This information is advisory only and does not represent the baseline information for any vessel, which includes limited access scallop or Northeast multispecies vessel baseline information, used to determine vessel upgrade or replacement eligibility. The National Marine Fisheries Service shall not be held liable for losses caused by use of this information. The National Marine Fisheries Service reserves the right to make a final determination regarding vessel eligibility for any permit.

## Most Recent Vessel Data

---

Vessel: ANGENETTE  
Northeast Federal Fishery Permit: 230003  
US Coast Guard Doc #/State Registration # : 250536  
Primary Owner|Corporation Name: RONALD BORJESON  
Address:  
31 WEST LONG POND ROAD  
PLYMOUTH, MA 02360  
Phone: (508) 746-7523

Hailing Port: SANDWICH, MA.  
Principal Port: BOSTON, MA.

Sector: NEFS 10

Valid Sector LOA? Yes

---

## Most Recent Northeast Federal Fishery Permit Data

Permit Year	Plan	Category	Description	Start Date	End Date
2013	BLU	1	BLUEFISH - COMMERCIAL - 2013	01-MAY-13	30-APR-14
2013	DOG	1	SPINY DOGFISH - COMMERCIAL - 2013	01-MAY-13	30-APR-14
2013	HRG	D	HERRING - OPEN ACCESS - POSSESSION LIMIT - 2013	01-MAY-13	30-APR-14

2013	LGC	C	SCALLOP - LAGC - INCIDENTAL - 2013	01-MAR-13	28-FEB-14
2013	LO	1	AMERICAN LOBSTER - NON -TRAP - 2013	01-MAY-13	30-APR-14
2013	MNK	E	MONKFISH - INCIDENTAL CATEGORYE - 2013	01-MAY-13	30-APR-14
2013	MUL	A	NE MULTISPECIES - INDIVIDUAL DAS - 2013	01-MAY-13	30-APR-14
2013	OQ	6	OCEAN QUAHOG - 2013	01-MAY-13	30-APR-14
2013	SCP	1	SCUP - COMMERCIAL MORATORIUM - 2013	01-MAY-13	30-APR-14
2013	SF	1	SURF CLAM - 2013	01-MAY-13	30-APR-14
2013	SKT	1	SKATE - 2013	01-MAY-13	30-APR-14
2013	SMB	1	LONGFIN SQUID/BUTTERFISH-COMM. MORATORIUM - 2013	01-MAY-13	30-APR-14

# National Marine Fisheries Service

NMFS vessel/fishery data as of September 4, 2013, 9:34 pm

Disclaimer: The information contained on this site does not guarantee that these permits can be renewed or applied for in the future. This information is advisory only and does not represent the baseline information for any vessel, which includes limited access scallop or Northeast multispecies vessel baseline information, used to determine vessel upgrade or replacement eligibility. The National Marine Fisheries Service shall not be held liable for losses caused by use of this information. The National Marine Fisheries Service reserves the right to make a final determination regarding vessel eligibility for any permit.

## Most Recent Vessel Data

---

Vessel: SIRIUS

Northeast Federal Fishery Permit: 230855

US Coast Guard Doc #/State Registration # : 648817

Primary Owner|Corporation Name: EDWARD J BARRETT

Address:

67 MARGINAL STREET  
MARSHFIELD, MA 02050  
Phone: (617) 538-3479

Hailing Port: PLYMOUTH, MA.

Principal Port: PLYMOUTH, MA.

Sector: NEFS 10

Valid Sector LOA? Yes

---

## Most Recent Northeast Federal Fishery Permit Data

Permit Year	Plan	Category	Description	Start Date	End Date
2013	BLU	1	BLUEFISH - COMMERCIAL - 2013	10-MAY-13	30-APR-14
2013	MNK	E	MONKFISH - INCIDENTAL CATEGORY E - 2013	10-MAY-13	30-APR-14
2013	MUL	A	NE MULTISPECIES - INDIVIDUAL DAS - 2013	10-MAY-13	30-APR-14



2013	OQ	6	OCEAN QUAHOG - 2013	10- MAY- 13	30- APR- 14
2013	SF	1	SURF CLAM - 2013	10- MAY- 13	30- APR- 14
2013	SKT	1	SKATE - 2013	10- MAY- 13	30- APR- 14
2013	SMB	4	ATLANTIC MACKEREL - 2013	10- MAY- 13	30- APR- 14

# National Marine Fisheries Service

NMFS vessel/fishery data as of September 4, 2013, 9:33 pm

Disclaimer: The information contained on this site does not guarantee that these permits can be renewed or applied for in the future. This information is advisory only and does not represent the baseline information for any vessel, which includes limited access scallop or Northeast multispecies vessel baseline information, used to determine vessel upgrade or replacement eligibility. The National Marine Fisheries Service shall not be held liable for losses caused by use of this information. The National Marine Fisheries Service reserves the right to make a final determination regarding vessel eligibility for any permit.

## Most Recent Vessel Data

---

Vessel: HOLLY & ABBY  
Northeast Federal Fishery Permit: 250467  
US Coast Guard Doc #/State Registration # : 590567  
Primary Owner|Corporation Name: STEPHEN P WELCH  
Address:  
76 TOWER HILL DRIVE  
HANOVER, MA 02339  
Phone: (781) 829-0848

Hailing Port: BOSTON, MA.  
Principal Port: BOSTON, MA.  
Max Trap Allocation: 800

Sector: NEFS 10

Valid Sector LOA? Yes

---

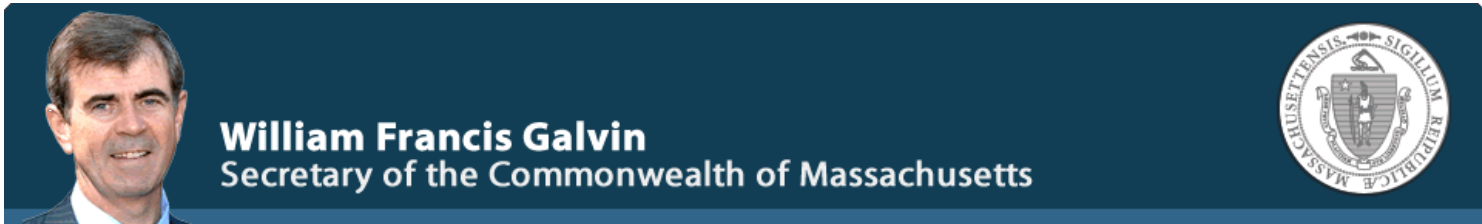
## Most Recent Northeast Federal Fishery Permit Data

Permit Year	Plan	Category	Description	Start Date	End Date
2013	BLU	1	BLUEFISH - COMMERCIAL - 2013	28-JUN-13	30-APR-14
2013	HRG	D	HERRING - OPEN ACCESS - POSSESSION LIMIT - 2013	28-JUN-13	30-APR-14
2013	LO	1	AMERICAN LOBSTER - NON -TRAP	28-JUN-	30-APR-

- 2013

13 14

2013	LO	A2	AMERICAN LOBSTER - TRAP - AREA 2 - 2013	28- JUN- 13	30- APR- 14
2013	MNK	D	MONKFISH - CATEGORY D - 2013	28- JUN- 13	30- APR- 14
2013	MUL	A	NE MULTISPECIES - INDIVIDUAL DAS - 2013	28- JUN- 13	30- APR- 14
2013	RCB	A	RED CRAB - OPEN ACCESS - INCIDENTAL BYCATCH - 2013	28- JUN- 13	28- FEB- 14
2013	SKT	1	SKATE - 2013	28- JUN- 13	30- APR- 14
2013	SMB	3	SQUID/BUTTERFISH - INCIDENTAL - 2013	28- JUN- 13	30- APR- 14
2013	SMB	4	ATLANTIC MACKEREL - 2013	28- JUN- 13	30- APR- 14
2013	TLF	1	TILEFISH - COMMERCIAL/INCIDENTAL - 2013	28- JUN- 13	30- APR- 14



HOME DIRECTIONS CONTACT US

Search sec.state.ma.us

Search

# Corporations Division

## Business Entity Summary

ID Number: 001003700

[Request certificate](#)

[New search](#)

Summary for: X NORTHEAST FISHERY SECTOR, INC.

The exact name of the Nonprofit Corporation: X NORTHEAST FISHERY SECTOR, INC.			
Entity type: Nonprofit Corporation			
Identification Number: 001003700		Old ID Number:	
Date of Organization in Massachusetts: 05-26-2009			
Last date certain:			
Current Fiscal Month/ Day: /		Previous Fiscal Month/ Day: 12/31	
The location of the Principal Office in Massachusetts:			
Address: 76 TOWERHILL DR.			
City or town, State, Zip code, Country: HANOVER, MA 02339 USA			
The name and address of the Resident Agent:			
Name: EDWARD J. BARRETT			
Address: 67 MARGINAL ST., P. O. BOX 63			
City or town, State, Zip code, Country: GREEN HARBOR, MA 02041 USA			
The Officers and Directors of the Corporation:			
Title	Individual Name	Address	Term expires
PRESIDENT	KEVIN F. NORTON	8 SANGAY LANE SCITUATE, MA 02066 USA	Until successor is elected and qualified
TREASURER	STEPHEN WELCH	76 TOWER HILL DR. HANOVER, MA 02339 USA	Until successor is elected and qualified
CLERK	FRANCIS J. MIRARCHI	67 CREELMAN DR. SCITUATE, MA 02066 USA	Until successor is elected and qualified
VICE PRESIDENT	TIMOTHY BARRETT	150 LAKESHORE DRIVE DUXBURY, MA 02332 USA	Until successor is elected and qualified
DIRECTOR	DAN SHANNON	15 ISLAND FARM ROAD CARVER, MA 02330 USA	Until successor is elected and qualified
DIRECTOR	THOMAS BELL	22 RIDGE HILL ROAD SCITUATE, MA 02066 USA	Until successor is elected and qualified
DIRECTOR	PHILLIP LYNCH	76 TOWERHILL DR. HANOVER, MA 02339 USA	Until successor is elected and qualified

DIRECTOR	HENRY S. MCCARTHY	231 BOLAS RD. DUXBURY, MA 02330 USA	Until successor is elected and qualified
DIRECTOR	STEPHEN WELCH	76 TOWER HILL DR. HANOVER, MA 02339 USA	Until successor is elected and qualified
DIRECTOR	FRANCIS MIRARCHI	67 CREELMAN DRIVE SCITUATE, MA 02066 USA	Until successor is elected and qualified
DIRECTOR	RONALD BORJESON	31 WEST LONG POND ROAD PLYMOUTH, MA 02360 USA	Until successor is elected and qualified
DIRECTOR	EDWARD J. BARRETT	67 MARGINAL STREET GREEN HARBOR, MA 02041 USA	Until successor is elected and qualified

Consent    
 Confidential Data    
 Merger Allowed    
 Manufacturing

View filings for this business entity:

- ALL FILINGS
- Annual Report
- Application For Revival
- Articles of Amendment
- Articles of Consolidation - Foreign and Domestic

[View filings](#)

Comments or notes associated with this business entity:

[New search](#)

William Francis Galvin, Secretary of the Commonwealth of Massachusetts  
[Terms and Conditions](#)