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SUSTAINABLE HARVEST SECTOR I
MEMBERSHIP CONTRACT

Fishing Year 2014

Revised May 6 2014

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ARTICLE I – Definition of the Parties

This document shall serve as the membership contract between each signatory member and the Sustainable Harvest Sector (SHS1). It is paired with the Sector Operations Plan, and all terms in the Operations Plan are binding to the Members who sign this contract. This contract is not complete unless accompanied by the Sector Operations Plan.

Section 1.1 Member’s Organization and Authority

Each Member asserts that, as an entity, it is duly organized, validly existing and in good standing in its state of organization and has all authority, corporate or otherwise, to enter into this Agreement on its own behalf and on behalf of the Participating Vessels and Permits that it represents.

This Agreement constitutes a legally valid and binding obligation of each Member, enforceable against such Member in accordance with both its terms and those of the Sector Operations Plan as approved by the National Marine Fisheries Service.

Each of the Members represent that its Participating Vessel(s) and Permit(s) have no sanctions or other restrictions against them that would prevent such Participating Vessels and Permits from enrolling in the Sector and/or complying with the terms of this Agreement.

Section 1.2 Sector Organization and Authority

The Sustainable Harvest Sector, hereafter ‘Sector’ or ‘SHS1’, is a legal entity incorporated in the state of Maine and as a nonprofit entity by the IRS, as such, it may be held liable for the violations committed by its members.

The SHS1 was approved as one of several sectors operating in the Northeast Multispecies Fishery under the terms of the federally authorized fishery management plan (FMP or Plan) for 2013 and by submitting this contract and accompanying Operations Plan is requesting approval for operating in fishing year 2014 as SHS1.

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3 **ARTICLE II – Membership**
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6 **Section 2.1 Eligibility**

7 To qualify for becoming a member of the Sector, each member has been issued a limited
8 access multispecies permit which has a ‘potential sector contribution’ (PSC) associated
9 with it. The PSC is based on the permit’s landings history for FY 1996 through 2006
10 under Amendment 16, and represents the permit’s contribution to the sector’s Annual
11 Catch Entitlement (ACE). However, some limited access multispecies permits were
12 previously part of either the Georges Bank (GB) Cod Hook Sector or the GB Cod Fixed
13 Gear Sector. The PSC for GB cod for those permits is based on the permit’s landings
14 history from FY 1996 – FY 2001 (May 1, 1996 through April 30, 2002 (the 1996-2001
15 fishing years)).
16

17 Notwithstanding the list of Participating Vessels set forth on the signature pages, for
18 purposes of this Agreement, “Participating Vessel” shall mean the vessel to which a
19 Member’s Permit applies at any given time.
20
21

22 **Section 2.2 Length of Member Commitment**

23 Each Member hereby agrees that each of its Permits and the related Participating Vessels
24 will remain enrolled in the Sector for the entire fishing year following the date on which
25 such Member enrolled in the Sector (the “Commitment Period”); provided, however, that
26 if NMFS shall not approve the Sector’s Operations Plan and Agreement, as the same may
27 be amended, for any fishing year during a Member’s Commitment Period, then the
28 obligation of such Member shall terminate on the last day of the last fishing year for
29 which the Sector’s Operation Plan and Agreement shall have received approval from
30 NMFS.
31
32

33 **Section 2.4 Proof of Membership**

34 Upon approval of the Sector’s operations plan for the 2014 fishing year, each sector
35 vessel will be issued a Letter of Authorization (LOA) by the Regional Administrator
36 specifying the exemptions granted. Vessels must comply with all applicable Federal
37 regulations and laws not specifically exempted in the LOA. The LOA with a copy of the
38 approved Operations Plan for 2014 must be carried on board the vessel at all times in the
39 Sector Manual. The LOA shall serve as Proof of Sector Membership and shall be made
40 available to any NMFS or enforcement officials upon request.
41
42

43 **Section 2.5 Member Obligations Apply Only to Participating Vessels**

44 The obligations of the Members set forth in this Agreement shall only apply to the
45 Permits and Participating Vessels (and not to any other permits or vessels owned by the
46 Members that are not enrolled in this Sector pursuant to the terms hereof) to the extent

1 that such Permits or Participating Vessels are fishing commercially with gear that is
2 capable of harvesting multispecies species managed under the Northeast Multispecies
3 Fishery Management Plan.

4
5 Each Member agrees to ensure that all operators and crew of its Participating Vessels
6 fully comply with the obligations set forth in this Agreement. Each Member further
7 agrees to accept full responsibility for the actions of any such operators that result in a
8 violation of this Agreement.

9
10
11 **Section 2.6 Additional Member Obligations**

12 NMFS requires that the Operations Plan governing the sector include a list of all state and
13 federal permits held by the members along with an indication of whether those permits
14 are enrolled in another state or federally authorized sector. Members agree to provide the
15 Manager with a comprehensive list of their state and federal permits prior to December 1
16 2013.

17
18 Additionally, the Operations Plan must include information regarding the activity level in
19 the sector of Participating Vessel, that is, whether each participating vessel will be active
20 on Sector trips or not. Members agree to provide the Manager with their best estimation
21 of whether each Participating Vessel will actively fish on Sector trips during the
22 upcoming fishing year prior to December 1 2013.

23
24 Members are required to furnish the Sector Manager with the MRI, federal permit
25 number, PSC and allocation of each multispecies stock for each permit they are enrolling
26 in the Sector.

27
28
29 **Section 2.7 Sector and Member Reporting Requirements**

30 The Sector Manager is required to aggregate all participating vessel catch information
31 from participating vessels' sector trips and report weekly to the National Marine Fisheries
32 Service (NMFS), up until a certain threshold is reached, at which time reporting to NMFS
33 will be required on a daily basis. The reporting frequency for the sector manager's ACE
34 Status Report will be increased to daily when 90% of any of the sector's ACEs is reached.
35 The Sector Manager, or a designated representative, must notify NMFS immediately by
36 email if the threshold that triggers daily reporting has been reached. During the period when a
37 sector has reached or exceeded 90% of any of its ACEs, daily ACE Status Reports must be
38 submitted only on a day when a member vessel lands, or when the sector engages in an ACE
39 transfer of a stock that is exceeding the 90% threshold. An alternative threshold for
40 triggering daily reporting may be implemented during FY 2014 if agreed upon by the sector
41 and NMFS. Additionally, the Sector is required to submit an Annual Report of all
42 landings of all species caught by sector vessels for the entire fishing year within 60 days
43 of the end of the multispecies fishing year.

44
45 Weekly reports to NMFS may include a section notifying NMFS of outstanding catch
46 records. Any resolutions and / or ongoing internal sector investigations may be noted as
47 required.

1
2 The Manager will develop and submit reports to NMFS by gathering and aggregating
3 data from all available data sources, including but not limited to:

- 4 1. Vessel Trip Reports (VTRs), (including electronically transmitted VTRs);
- 5 2. Dealers, (including paper dealer receipts from each offload transmitted to the
6 Manager within 24 hours of the vessel offloading, as well as dealer reports posted
7 on the NMFS sector information management web portal);
- 8 3. Discards and assumed discard rates (as calculated by NMFS based on the
9 Northeast Fishery Observer Program (NEFOP) and At-Sea Monitoring); and
- 10 4. Any other data sources as they are available.

11
12 To enable each Member and the Sector to monitor the Members' compliance with this
13 Agreement, each Member agrees to report each of its Participating Vessels' entire catch
14 from sector trips (including discards) by pounds, by species, and by broad groundfish
15 stock area to the Sector Manager so the Manager can determine which stock of a species
16 has been caught.

17
18 All members agree that they are responsible for transmitting all catch information from
19 all sector trips to the Manager within 24 hours of the Participating Vessels' unloading.
20 The minimum information that must be transmitted to the Sector Manager includes a
21 complete and legible VTR and dealer weigh-out receipt. Members and vessel operators
22 may be subject to investigation and/ or penalty if they do not meet the 24 hour deadline
23 for submitting catch information. Such information may be transmitted electronically or
24 by fax or other means as determined by the Manager as long as it is transmitted within 24
25 hours of each landing.

26
27 The Manager shall maintain all catch records and shall, upon the request of any Member,
28 provide the Member with the Sector's aggregate catch information that is generated from
29 such records. Sector vessels which do not fish on sector trips agree that the Sector
30 Manager will use VTR and dealer data as submitted to NMFS to compile the annual
31 report.

32
33 Each member acknowledges and agrees that, in addition to reporting to the sector
34 manager, all participating vessels are responsible for complying with all permitting
35 requirements, recordkeeping, catch reporting, and VMS requirements described in the
36 federal regulations for the fishery (50 CFR part 648).

37
38 Each Member further acknowledges and agrees that it is responsible for ensuring timely
39 reporting in accordance with the provisions of this Section and failure to deliver the
40 reports for a Member's Participating Vessel in accordance with this Section shall be
41 deemed a breach of this Agreement by such Member.

42
43
44 **Section 2.8 Enforcement and Penalties**

1 Investigation, enforcement procedures as well as penalties and terms for expulsion are
2 explained in detail in the Sector Operations Plan as required by NMFS and are hereby
3 incorporated by reference.
4
5

6 **Section 2.9 Joint and Several Liabilities**

7 Sector members acknowledge and agree that they and the sector may be held jointly and
8 severally liable if they or their hired captain or crew

- 9 1. discard legal sized fish for which the sector has an allocation; and/or
- 10 2. misreport catch; and/or
- 11 3. cause the sector to exceed its Annual Catch Entitlement (ACE) for any allocated
12 stock (an overage) as specified in Federal regulations.
13
14
15

16 **ARTICLE III – SECTOR ADMINISTRATION**
17
18

19 **Section 3.1 Board**

20 The Sector shall be governed by a Board of Directors which shall be elected according to
21 the Bylaws.
22
23

24 **Section 3.2 Sector Manager**

25 The Board of Directors (the “Board”) of the Sector shall appoint a manager of the Sector
26 (the “Manager”), which Manager shall have the authority to manage the day-to-day
27 business of the Sector and submit all sector reports as required by NMFS.
28
29

30 **Section 3.3 Sector Manager Authority**

31 Members agree and acknowledge that the Sector Manager shall have the authority
32 to monitor the fishing, fish offload, and fish sale activities of the Members and all
33 Participating Vessels and to take such other actions as may be necessary, to ensure
34 compliance by the Members, their Permits and Participating Vessels with this Agreement
35 and all other Sector requirements as may be adopted under the terms of this Agreement,
36 the Sector Operations Plan, the Sector’s Bylaws, Sector Board Policy and all other
37 applicable laws, rules and regulations.
38

39 Such actions to enforce this Agreement, subject to the authority of the Board or a
40 committee delegated thereby, the Sector’s Bylaws or any other agreement relating to the
41 Sector’s internal governance, including specifically, without limitation, the authority to
42 impose penalties set forth in the Schedule of Penalties as well as Stop Fishing Orders
43 which may be enforced by NMFS Office of Law Enforcement.
44

45 The Manager shall also act as the liaison between NMFS and the Sector and shall assist
46 Members in their dealings with NMFS if so requested.

1
2
3 **Section 3.4 Membership Dues**

4 The Board shall, to the extent necessary for the payment of the costs and expenses
5 associated with the administration and management of the Sector (including the payment
6 of the Manager’s salary), require the payment by the Members of annual membership
7 dues and/or poundage fees. Such annual membership dues and/or poundage fees shall be
8 fixed by resolution of the Board prior to the commencement of the applicable fishing year
9 or at such other time as the Board may deem necessary or appropriate.

10
11 **ARTICLE IV - Transfer of Permit, Allocation or Portion of Allocation**

12
13
14 **Section 4.1 Individual Permit Transfers**

15 Each Member agrees that so long as it is a party to this Agreement, such Member
16 shall not have the authority to sell, lease or transfer the ownership of its Permit or the
17 right to harvest any portion or all of the Permit’s individual harvest share (share) to a
18 party that is not bound by this Agreement for the remainder of the fishing year in which
19 such sale, lease or transfer is to occur,

- 20 1. shall not transfer, lease or assign any DAS allocated to its Permit by NMFS to any
21 permit that is not enrolled in a Sector (meaning any sector, not specifically SHS1)
22 and
23 2. shall comply with the right of first refusal provisions hereof prior to the
24 consummation of any proposed sale, lease or transfer permitted hereunder.

25
26
27 **Section 4.2 Individual Share Transfers**

28 Each member agrees that so long as it is party to this agreement, such member may
29 choose to lease their individual share of the sector’s allocation to another member or to
30 another sector, for the duration of the current fishing year provided that all sector
31 members shall have to opportunity to match such written offer as described under section
32 4.3 ‘Right of First Refusal’.

33
34
35 **Section 4.3 Right of First Refusal**

36 In the event that any Member (a “Selling Member”) at any time proposes to sell, transfer
37 or lease (a “Sale”) its Permit and/or any part of its Share to any proposed Buyer from
38 outside the SHS who shall make a good faith, bona fide written offer, then the Selling
39 Member shall first deliver to all Sector Members a written notice (“First Refusal Notice”)
40 that the Selling Member proposes to make such Sale, transfer, or lease which First
41 Refusal Notice shall state the identity of the prospective Buyer, state the amount of
42 consideration for the Permit or any part of its share and the material terms and conditions
43 upon which the proposed Sale, transfer or lease is to be made (the date on which the
44 Sector receives the First Refusal Notice being the “First Refusal Notice Date”), represent
45 that the Bona Fide Offer is an actual Bona Fide Offer, and include a copy of any written
46 proposal, letter of intent or other agreement relating to the Bona Fide Offer.

1
2 The Sector Members shall have a period of five (5) calendar days following the First
3 Refusal Notice Date (the “Election Period”) in which to elect to purchase or lease the
4 Permit or any part of the Permit’s share at the price and subject to the same material
5 terms and conditions set forth in the First Refusal Notice.
6

7 The Sector Members shall exercise the right to purchase or lease such Permit or share by
8 delivering a written notice (“Election Notice”) to the Sector Manager within the Election
9 Period. In the event that a Sector Member desires to purchase the Permit or share, then
10 the parties shall schedule a closing for the payment for, and the delivery of, the Permit or
11 share, which shall be no later than 45 calendar days after the First Refusal Notice Date.
12

13 If a Sector Member has not elected to purchase the Permit within the Election Period,
14 then the Selling Member is free to sell the Permit or share to the Buyer; provided that
15 such sale is on the terms and conditions specified in the First Refusal Notice.
16

17
18 **ARTICLE V - Concluding Contract Language**
19

20 In Witness whereof, the undersigned has enrolled the listed permits in the Sustainable
21 Harvest Sector and executed the Agreement known as the Sustainable Harvest Sector
22 Operations Plan for the 2014 fishing year.
23

24 The undersigned reserves the right to withdraw from this agreement by written notice to
25 the Board of the Sustainable Harvest Sector, provided such notice is postmarked no later
26 than December 31, 2013.
27

28 Pursuant to section 402(b)(1)(F) of the Magnuson-Stevens Fishery Conservation and
29 Management Act, 16 U.S.C §1881a(b)(1)(F), the undersigned hereby authorizes the
30 release to the Sustainable Harvest Sector of information that is considered to be
31 confidential or privileged by the Magnuson-Stevens Act or other federal law regarding
32 the catch of various species of fish associated with the limited access Northeast
33 multispecies permit with the Moratorium Right Identifiers (MRIs) listed above submitted
34 to the National Marine Fisheries Service in compliance with 50 CFR 648.7 and §648.87
35 that the undersigned has authority to access. This information includes data required to
36 be submitted or collected by NMFS, including but not limited to days-at-sea allocation
37 and usage, vessel trip reports, dealer reports, Northeast Fishery Observer Program data,
38 catch and landings history data, at-sea monitoring data, enforcement data, and all other
39 information associated with the vessel, MRI #, and/or permit records.
40

41 *This information shall be used exclusively by the sector for matters pertaining to sector*
42 *management, including record retention requirements. Such information may not be*
43 *released by the sector to another entity. When information released to the sector by the*
44 *National Marine Fisheries Service is no longer needed for sector management, it shall be*
45 *destroyed or returned by the sector manager to the undersigned at his or her election.*

1 *When the undersigned ceases to be a member of the sector, this authorization shall be*
2 *deemed null and void.*
3
4

1 **THE SUSTAINABLE HARVEST SECTOR I**
2 **SECTOR OPERATIONS PLAN FOR FISHING YEAR MAY 2014-APRIL 2015**
3
4

5 The undersigned has executed the Agreements known as the Sustainable Harvest Sector
6 Operations Plan and the Sustainable Harvest Sector Membership Agreement for the
7 fishing year May 2014 – April 2015, as of the date written below.
8
9

Permit #	Moratorium Right ID	Permit Name

10
11
12 Name _____

13
14
15 Capacity (owner, president, etc) _____

16
17
18 Signature _____

19
20
21 Date _____
22
23
24

1 **SUSTAINABLE HARVEST SECTOR I**
2 **OPERATIONS PLAN**
3 **FY2014**

4
5 **Date Amended: September 3 2013**
6
7

8 **Contents**

9 1. GENERAL PROVISIONS 13
10 1.1. Membership..... 13
11 1.2. Management and Points of Contact 13
12 1.3. Incorporation as a Legal Entity 14
13 1.4. Definition of Sector as Three Entities 14
14 2. HARVESTING RULES 15
15 2.1. ACE Management 15
16 2.1.1. ACE and Annual Distribution..... 15
17 2.1.2. Reserve..... 15
18 2.1.3. Distribution of Reserve 15
19 2.1.4. Additional Measures to Prevent ACE Overages..... 15
20 2.1.5. ACE Transfers 16
21 2.2. Monitoring..... 16
22 2.2.1. Monitoring 16
23 2.2.2. Sector Reporting to NMFS 16
24 2.2.3. Plan for notifying NMFS once an ACE threshold has been reached..... 16
25 2.2.4. Data Reconciliation..... 16
26 2.2.5. Discards..... 17
27 2.2.6. Annual Report..... 17
28 2.2.7. Data Management 17
29 2.2.8. At-Sea Monitoring 17
30 2.2.9. Dockside Monitoring 17
31 2.2.9.1. Vessel Hails..... 18
32 2.2.9.2. Dockside Monitoring Procedures 19
33 2.2.9.3. Designated Landing Ports 19

1	2.2.9.4. Remote Ports	19
2	2.3. Administrative.....	20
3	2.3.1. Fishing in US/CA Areas	20
4	2.3.2. Hot Spot Reporting	20
5	2.3.3. Proof of Sector Membership.....	20
6	2.4. Gear Restrictions	21
7	2.5. Confidential Data Statement	21
8	2.6. Exemption Requests.....	21
9	2.7. Inshore Gulf of Maine Cod Declaration Plan.....	25
10	3. REPORTING	26
11	3.1. Issue Tracking	26
12	3.2. Reporting to NMFS	26
13	4. CONSOLIDATION OF ACE AND REDIRECTION OF EFFORT	27
14	4.1. Consolidation of ACE	27
15	4.2. Redirection of Effort	27
16	5. ENFORCEMENT	28
17	5.1. Agreement Enforcement	28
18	5.2. Restrictions on Fishing Activity.....	28
19	5.3. Joint and Several Liabilities	28
20	5.4. Infractions Committee.....	28
21	5.5. Procedures for Investigations	29
22	5.6. Penalties for Violations	30
23	5.7. Expulsion	30
24	5.7.1. Cause.....	30
25	5.7.2. Procedure	30
26	5.8. Notification to NMFS.....	31
27	5.9. Penalties and Attorney’s Fees	31
28	5.10. Application of Fines, Penalties, and Damages	31
29	5.11. Appeal from Committee Decision.....	31
30	5.12. Dispute Procedures.....	32
31	5.13. Indemnification.....	32
32	5.14. Administrative Enforcement.....	33
33	5.15. Schedule of Penalties	34
34	6. APPENDIX 1: SHS1 BOARD OF DIRECTORS	35

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1 **1. GENERAL PROVISIONS**

2
3 **1.1. Membership**

4
5 The Sustainable Harvest Sector I (SHSI) is a voluntary business association
6 comprised primarily of Northeast multispecies permit holders who have agreed to
7 participate in and abide by the SHS1 Operations Plan and Membership Agreement for
8 Fishing Year 2014 (FY14).

9
10 The owner of a permit that is eligible to join a sector but is not enrolled as a Member
11 (and/or whose permit is not so enrolled), may apply. The Board or the Membership
12 shall, at its sole discretion, determine whether the applicant shall be admitted as a
13 Member of the Sector and/or its Permit included as a Permit.

14
15 Notwithstanding the foregoing, no such admission shall be effective until the new
16 Member has paid the annual entry fee as set by the Board of Directors and has agreed
17 in writing to be bound by, and to cause its Permit and Participating Vessel to comply
18 with the terms of this Agreement, and until the provisions of this Agreement shall
19 have been amended or modified to reflect such additional Member, Permit and/or
20 Participating Vessel.

21
22 **1.2. Management and Points of Contact**

23
24

Name	Title	Responsibility	Email	Phone	Street Address	City	State	Zip
Hank Soule	Manager	All sector operations plus all FMP and industry issues	shsector@gmail.com	207-956-8497	PO Box 356	So. Berwick	ME	03908
Maggie Raymond	Secretary	All FMP and industry issues						

25
26
27 The SHS1’s Manager shall be the designated agent for service of process:

28
29 Hank Soule
30 PO Box 356
31 South Berwick, ME 03909

32
33 The following individuals are authorized to act on behalf of the SHS:

34
35 Frank Patania
36 1 Moretto Dr.
37 Peabody, MA 01960

38
39 The SHS1’s Board of Directors is attached as Appendix 2.
40

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1.3. Incorporation as a Legal Entity

The SHS1 is a legal entity incorporated in the state of Maine, and may be held liable for the violations committed by its members.

1.4. Definition of Sector as Three Entities

The NE multispecies Fishery Management Plan (FMP) defined a sector as a group of three or more persons, none of whom have an ownership interest in the other two persons in the sector. This criterion has been fulfilled with permit number 250716 under the distinct ownership of Dana Hammond; permit number 1466467 under the distinct ownership of Bud Fernandes; and permit number 150611 under the distinct ownership of Jeffrey Carver.

1 **2. HARVESTING RULES**

2
3 **2.1. ACE Management**

4 2.1.1. ACE and Annual Distribution

5
6 Each Member agrees that the ACE of multispecies authorized by NMFS to the
7 Sector (the “ACE”) shall be harvested in accordance with the Harvesting Rules,
8 which are set forth below. Individual sector members will be allocated a portion
9 of the Sector’s total allocation based on the proportion of each stock that they
10 contribute to the Sector’s initial ACE.

11 2.1.2. Reserve

12
13 Each Member agrees that a reserve in the amount of 5% of each stock within the
14 initial ACE may be established to ensure that the Sector remains in compliance
15 with its ACE limit. Such reserve may be withheld from each member’s
16 allocations.

17 2.1.3. Distribution of Reserve

18
19 If the Board determines that as of April 1, the ACE in the Reserve has not been
20 fully harvested by the Participating Vessels, the Board may release and authorize
21 the harvesting of the reserve by the Members, their Permits and their Participating
22 Vessels. Alternatively, the Board may decide to carry that reserve forward to the
23 next fishing year.

24 2.1.4. Additional Measures to Prevent ACE Overages

25
26 The Board reserves the right to prohibit fishing activities by Members if it
27 determines that those activities undermine or compromise the Sector Plan and the
28 Sector or otherwise conflict with the standards and ethics described in the bylaws
29 and guiding principles.

30
31 The Board may direct the Sector Manager to lease or trade for additional ACE of
32 any stocks of concern.

33
34 The Board may impose additional restrictions as needed to slow down the pace of
35 fishing.

36
37 The Sector Manager may issue (and ask NMFS to enforce) a ‘Stop Fishing Order’
38 to (a) any member vessels that has fished more than 95% of its individual
39 allocation for any stock until additional allocation for that stock has been acquired
40 or the member has agreed to not fish in that stock area for the rest of the fishing
41 year, or (b) any member vessels that are in violation of any terms of the sector
42 operations plan or membership agreement.

1 2.1.5. ACE Transfers

2

3 The Sector Manager will track and conduct all ACE transfers between members
4 and with other sectors.

5

6

2.2. Monitoring

7

2.2.1. Monitoring

8

9 All participating vessels will send a legible copy of the VTR and the dealer's
10 weigh-out receipt to the Sector Manager within 24 hours of the end of every trip.

11

12 All participating vessels will transmit the Trip Start and Trip End Hail to NMFS.

13

14 All participating vessels will participate fully in the Northeast Fishery Observer
15 Program and At Sea Monitoring Program

16

2.2.2. Sector Reporting to NMFS

17

18 The Sector will report weekly to NMFS as required using data collected from
19 vessels, VTRs, (and eVTRs when authorized), dealer reports, observer reports and
20 any other data available.

21

22 The reporting frequency for the sector manager's ACE Status Report will be
23 increased to daily when 90% of any of the sector's ACEs is reached. The Sector
24 Manager, or a designated representative, must notify NMFS immediately by email if
25 the threshold that triggers daily reporting has been reached. During the period when a
26 sector has reached or exceeded 90% of any of its ACEs, daily ACE Status Reports
27 must be submitted only on a day when a member vessel lands, or when the sector
28 engages in an ACE transfer of a stock that is exceeding the 90% threshold. An
29 alternative threshold for increasing reporting frequency may be implemented
30 during FY 2014 if agreed upon by the sector and NMFS.

31

32 The Sector will submit required reports using the format and procedures
33 prescribed by NMFS.

34

35 Weekly reports must include any enforcement or reporting compliance issues,
36 including violations of Operations Plans (exclusive of defined administrative
37 provisions), violations of regulations, or general problems with monitoring or
38 sector operations during the reporting period.

39

2.2.3. Plan for notifying NMFS once an ACE threshold has been reached

40

41 NMFS will be notified by email as soon as the sector manager determines
42 threshold has been reached.

43

2.2.4. Data Reconciliation

44

1 The SHS will reconcile the data from vessels, VTRs, (and eVTRs when
2 authorized), the dealers' report, and the observer's report on an ongoing basis to
3 closely track the sector's ACE.

4 2.2.5. Discards

5
6 The Sector manager (or his/her designated representative) will derive stock
7 specific discards for each trip. If the trip is observed by either an at-sea monitor
8 or a Northeast Fisheries Observer Program (NEFOP) observer, discards will be
9 derived based on data collected during that trip and will account for all hauls
10 (observed and unobserved) on that trip. If the trip is not observed, discards will
11 be derived using the NMFS-provided discard rate resulting from the NMFS
12 method to estimate 'in-season' discard rates, which may not include data from
13 research trips or sector trips using certain exemptions.

14 2.2.6. Annual Report

15
16 The SHS will report on the Sector's performance after the end of the fishing year
17 as required by NMFS.

18 2.2.7. Data Management

19
20 The SHS will maintain the necessary databases to track and maintain all relevant
21 catch data, including VTR, dealer reports, observer data, and at-sea monitoring
22 data, as required.
23

24 2.2.8. At-Sea Monitoring

25
26 The Sustainable Harvest Sector will participate in the Northeast Fisheries
27 Observer Program (NEFOP) and the NMFS-funded at-sea monitoring (ASM)
28 program. Any additional ASM coverage beyond the NMFS-funded level will be
29 provided pursuant to an independent contract between the Sector and a NMFS
30 approved provider. This additional ASM coverage will have vessel and trip
31 selection coordinated through NMFS, will be conducted in the same manner with
32 the same protocols as the NMFS-funded ASM program, and will use approved at-
33 sea monitors, unless otherwise instructed. Also, this additional coverage will not
34 be allowed to replace or interfere with either the coverage of NEFOP or the
35 NMFS-funded ASM program. The Sector manager will maintain a database of all
36 catch data, including but not limited to VTR, dealer, monitor, and observer data.
37 NMFS will provide the Sector with data from NEFOP and ASM program.

38

39 2.2.9. Dockside Monitoring

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41 [Reserved]

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2.2.9.1. Vessel Hails

All members agree to hail ‘Trip Start’ and ‘Trip End’ to NMFS via an approved method.

Vessels will hail Trip Start prior to leaving port via VMS, or phone or email if VMS is not working. The Trip Start Hail will include at least the following:

- Operator’s Permit Number
- Vessel Trip Report (VTR) serial number
- Whether an Observer or At-Sea Monitor (ASM) is on-board
- Usage of specific sector exemptions
- Usage of specific operations plan provisions
- Landing Port City
- Landing state (abbreviation)
- Estimated time and date of arrival in port
- Estimated time and date of offloading (required only for trips <6 hrs or if fishing within 6 hrs of offload port)
- Comments (required as directed by sector manager or Regional Administrator).

Vessels will send the Trip End hail via VMS to NMFS at least six hours in advance of landing. The Trip End hail will include the following :

- Operator’s Permit Number
- Vessel Trip Report (VTR) serial number
- First landing port city
- First landing state (abbreviation)
- Dealer/Offload Location
- Estimated time and date of arrival
- Second offload port city
- Estimated time and date of offload
- Second offload state (abbreviation)(if used)
- Total groundfish kept in pounds
- Total non-groundfish kept in pounds
- Comments (required as directed by sector manager or Regional Administrator)

For trips less than six hours in length or occurring within six hours of port, the estimated time of arrival to port and time of offload will be provided in the Trip Start hail. The Trip End hail will be sent upon completion of the last tow (or haul) with all required updated information. An alternative timing for the trip end hail may be implemented during FY14 if agreed upon by the sector and NMFS.

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2.2.9.2. Dockside Monitoring Procedures

[Reserved]

2.2.9.3. Designated Landing Ports

Members shall agree to offload catch from sector trips in the following ports.

- Boston, MA
- Gloucester, MA
- Newburyport MA
- New Bedford, MA
- Provincetown, MA
- Hyannis, MA
- Chatham, MA
- Scituate, MA
- Point Judith, RI
- Portland, ME
- Biddeford Pool, ME
- Sebasco Harbor, ME
- Cundy’s Harbor, ME
- Rockland, ME
- Portsmouth, NH
- Rye, NH
- Newport, RI
- Chincoteague VA
- Tenant’s Harbor ME

2.2.9.4. Remote Ports

- Portsmouth State Pier, Portsmouth NH
- Port Authority, Portsmouth, NH
- Woods Hole, MA
- Sebasco Harbor, ME
- Bar Harbor, ME: Bar Harbor Town Dock
- Southwest Harbor ME: Southwest Harbor Town Dock
- Portland ME: Bait Lady Take-out, Scola’s Take out, Maine Wharf, Widgery Wharf
- Gloucester MA: Jodrey Pier, Pier 7 Take-out
- Provincetown, MA: Provincetown Town Pier

- Davisville RI: Davisville Pier
- Point Judith, RI
- Montauk, NY
- Tenant’s Harbor ME
- Monhegan Island, ME

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.

2.3. Administrative

2.3.1. Fishing in US/CA Areas

Sector participating vessels may fish in the both the Eastern and Western US/Canada Areas. When reporting their catch to the Sector Manager, the operators of all Sector member vessels will specify the volume of catch and discards from each area.

Members electing to enter the Eastern US/CA area are required to comply with the observer notification reporting and VMS reporting requirements for that area.

2.3.2. Hot Spot Reporting

Each member agrees to report to the Sector Manager any and all areas of high bycatch of any sort, including undersized regulated species, areas of spawning fish, and/or any stock for which the Sector is approaching their threshold.

Upon receiving a hot spot report, the Sector Manager will send an alert to all member vessels to stay away from those particular areas.

2.3.3. Proof of Sector Membership

Sector Vessels will carry on board at all times a Letter of Authorization (LOA) from the Regional Administrator and a copy of this Operations Plan as proof of their membership in the sector. Vessels must comply with all applicable Federal regulations and laws not specifically exempted in the LOA.

1 **2.4. Gear Restrictions**

2
3 The SHS Board may institute spatial or temporal gear restrictions to slow down the
4 catch rate of certain allocated stocks.

5
6 **2.5. Confidential Data Statement**

7
8 Pursuant to section 402(b)(1)(F) of the Magnuson-Stevens Fishery Conservation and
9 Management Act, 16 U.S.C §1881a(b)(1)(F), the undersigned hereby authorizes the
10 release to the manager of Sustainable Harvest Sector I of information that may be or
11 is considered to be confidential or privileged by the Magnuson-Stevens Act or other
12 federal law regarding the catch of various species of fish associated with the limited
13 access Northeast multispecies permit with the Moratorium Right Identifiers (MRIs)
14 enrolled in the sector submitted to the National Marine Fisheries Service in
15 compliance with 50 CFR 648.7 and §648.87 that the undersigned has authority to
16 access. This information includes data required to be submitted or collected by
17 NMFS, including but not limited to days-at-sea allocation and usage, vessel trip
18 reports, dealer reports, Northeast Fishery Observer Program data, catch and landings
19 history data, at-sea monitoring data, VMS information, and all other information
20 associated with the vessel, MRI #, and/or permit records.

21
22 Any person identified in Section 1.2 of this Operations Plan may access confidential
23 sector data.

24
25 **2.6. Exemption Requests**

26
27 Nantucket Lightship Closed Area

28
29 This exemption allows sector vessels to access portions of the Nantucket Lightship
30 Closed Area to provide additional opportunities to target monkfish, dogfish, and skates.
31 A trawl vessel may fish in the Western Exemption Area with any legal trawl gear. A
32 trawl vessel fishing in the Eastern Exemption Area is restricted to approved selective
33 trawl gear, including the separator trawl, the Ruhle trawl, or the rope trawl. Flounder
34 nets are prohibited in the Eastern Exemption Area. A hook vessel is permitted in both
35 areas. A gillnet vessel is restricted to fishing 10-inch (25.4-cm), or larger, diamond mesh
36 in both areas. A gillnet vessel must use pingers when fishing in the Western Exemption
37 Area from December 1 – May 31, because this area lies within the existing Southern
38 New England Management Area of the Harbor Porpoise Take Reduction Plan.

39
40 The Western and Eastern Nantucket Lightship Closed Areas are defined by lines
41 connecting the points listed below in the order stated.

42
43 Western Nantucket Lightship Closed Area

44 POINT LATITUDE LONGITUDE
45 A 40°50'N 70°20'W

1	B	40°50'N	70°00'W
2	C	40°20'N	70°00'W
3	D	40°20'N	70°20'W
4	A	40°50'N	70°20'W

5

6 Eastern Nantucket Lightship Closed Area

7	POINT	LATITUDE	LONGITUDE
8	A	40°50'N	69°30'W
9	B	40°50'N	69°00'W
10	C	40°20'N	69°00'W
11	D	40°20'N	69°30'W
12	A	40°50'N	69°30'W

13

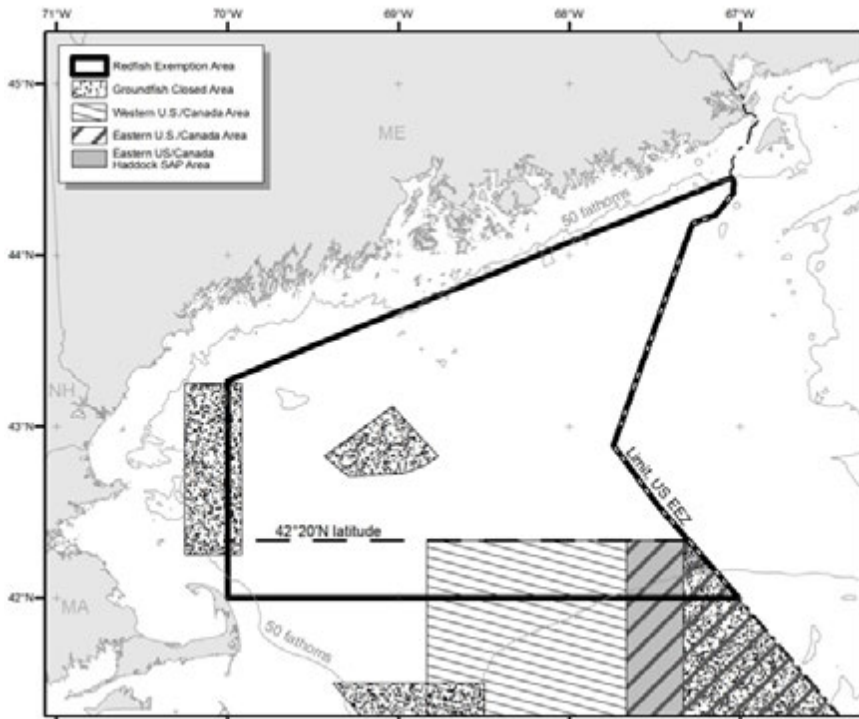
14 Any vessel that intends to access the Western or Eastern Nantucket Lightship Closed
 15 Areas must declare a closed area trip through the VMS trip start hail by checking the box
 16 next to “Closed Area Trip” under sector exemptions. Trip Start Hails must be submitted
 17 prior to departure. The sector must follow any additional trip declaration or reporting
 18 requirements that NMFS implements during the fishing year.

19

20 Exemption from the 6.5-inch mesh size for directed redfish trips

21

22 This exemption allows a sector vessel to fish for Acadian redfish in the designated
 23 Redfish Exemption Area, described below, using nets with codend mesh as small as 6.0
 24 inches on any approved trawl gear.



25
26

1 The Redfish Exemption Area is bounded on the east by the U.S.-Canada Maritime
 2 Boundary, and bounded on the north, west, and south by the following coordinates,
 3 connected by straight lines in the order listed:
 4

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)

5
 6 ¹The intersection of 42°00' N. latitude and the U.S.-Canada Maritime Boundary,
 7 approximate longitude in parentheses.
 8

9 Prior to leaving the dock, any vessel that intends to use the redfish exemption on a trip
 10 must declare so through the VMS trip start hail by checking the box next to “Redfish
 11 Trip” under sector exemptions. For all trips that declare this exemption (including those
 12 that do not use the exemption), NMFS will monitor two monthly catch thresholds:
 13

- 14 1) For every trip that declares the exemption, at least 80-percent of the total
 15 groundfish landed must be Acadian redfish; and
- 16 2) For observed trips that declare the exemption, total groundfish discards (including
 17 redfish), may not exceed 5 percent.

18
 19
 20 FY13 Exemptions Continued in FY14
 21

- 22 • 120-Day Block Requirement Out of the Fishery for Day Gillnet Vessels
- 23 • 20-Day Spawning Block Requirement
- 24 • Limitation on the Number of Gillnets for Day Gillnet Vessels
- 25 • Limitation on the Number of Gillnets that May be Hauled on Georges Bank when
 26 Fishing under a Groundfish/Monkfish DAS
- 27 • Length and Horsepower Restrictions of the DAS Leasing Program
- 28 • Trawl gear requirements in the US/CA Management Area.
- 29 • Prohibition on discarding unmarketable fish.
- 30 • Requirement to Power a VMS While at the Dock. This exemption would only
 31 apply to NE multispecies requirements; vessels with other permits requiring
 32 constant reporting would not be exempt.
- 33 • 6.5” Minimum Mesh Size Requirement for Trawl Nets. This exemption allows
 34 use of 6.0” mesh to target Acadian redfish.

- 1 • Requirement to Declare Intent to Fish in the Eastern US/CA Haddock SAP and
- 2 the CAII Yellowtail Flounder/Haddock SAP Prior to Leaving the Dock.
- 3 • Seasonal Restriction for the Eastern U.S./Canada Haddock SAP
- 4 • Seasonal Restriction for the CA II Yellowtail Flounder/Haddock SAP
- 5 • Access to the Nantucket Lightship Closed Area
- 6 • Sampling Exemption

7
8 Upon approval, each sector vessel will be issued a Letter of Authorization (LOA)
9 specifying the exemptions granted. Vessels must comply with all requirements
10 stipulated in the LOA and all applicable Federal regulations and laws not specifically
11 exempted in the LOA.
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2.7. Inshore Gulf of Maine Cod Declaration Plan

A portion of Broad Stock Area 1 (BSA1) will be defined as an **Inshore GOM Zone** as follows: West of 70:15 longitude to the shoreline north to the Maine coast, west, and south to Cape Cod.

If the trip CARRIES an observer or monitor, the vessel may declare and execute its intent to fish inside the portion of BSA1 designated the Inshore GOM area, as well as any other area. In other words, nothing changes.

If the trip DOES NOT carry an observer or monitor, the vessel selects from these options:

1. If the vessel wishes to fish in the Inshore GOM Zone, the vessel must declare and execute its intent to fish inside BSA1 exclusively for the trip. You can't cross into the Georges Bank areas
2. If the vessel wishes to fish outside of BSA1 (the Gulf of Maine) on a trip, it is prohibited from fishing in the Inshore GOM Zone.

Declarations will be made to the sector manager via the Trip Start Hail. If the Member declares more than one BSA on the trip, the Member is prohibited from conducting fishing activity West of the 70:15 in the area described above as the Inshore GOM and the Member must indicate acknowledgement of this restriction by transmitting a Trip Start Hail, through their VMS unit or third party software, and check the "b. Inshore Gulf of Maine" from the list of Sector Ops Plan Provisions in the Trip Start Hail.

1 **3. REPORTING**
2

3 **3.1. Issue Tracking**
4

5 The JIRA issue tracking application will be used to report all data quality issues to
6 the appropriate personnel for research and correction activities.
7

8 **3.2. Reporting to NMFS**
9

10 The sector manager will submit a weekly, or daily, report (§ 648.87(b)(1)(vi)(B))
11 to NMFS that includes the:

- 12 • Sector Manager Detail Report: This provides information down to the sub-
13 trip level about each sector trip for a given week, regardless of the
14 completeness of the data. The information includes stock, gear, mesh
15 categories, landing amounts, discards, and total catch.
- 16 • Sector Manager Trip Issue Report: This provides information about sector
17 trips for a given week that have enforcement or other issues. The sector
18 manager submits one Issue Report per reporting period.
- 19 • One of the following:
 - 20 ○ *Sector Manager ACE Status Report*: This provides the means for
21 sector managers to report their ACE status calculations. This
22 allows NMFS to cross-check totals, as stipulated in Amendment
23 16.
 - 24 ○ *Sector Manager Daily ACE Status Report*: This provides the
25 means for sector managers to report their ACE status calculations
26 on a daily basis if either of two "trigger points" (thresholds) has
27 been reached in the current FY.

28
29 Weekly reports must include any enforcement or reporting compliance issues, including
30 violations of Operations Plans (exclusive of defined administrative provisions), violations
31 of regulations, or general problems with monitoring or sector operations during the
32 reporting period.
33
34

1 **4. CONSOLIDATION OF ACE AND REDIRECTION OF EFFORT**

2 **4.1. Consolidation of ACE**

3
4 In FY13, 35% of the permits expected to be enrolled in the SHS1 for FY14 are
5 attached to vessels actively fishing for NE multispecies. For FY14 , the SHS1 has 117
6 permits currently enrolled. Of those permits, 35 are anticipated to actively fish for NE
7 multispecies in FY14. While these numbers may change, the SHS1 expects that,
8 compared to FY13, there would be (15%) change from the consolidation that
9 previously occurred among the members during FY13.

10
11 **4.2. Redirection of Effort**

12
13 The SHS anticipates that vessels will not increase their fishing effort in other
14 fisheries. It is the intent of the Members to continue their historical participation in
15 the scallop, monkfish, herring, mackerel, skate, dogfish, squid, whiting, lobster and
16 shrimp fisheries for which they possess federal or state permits.

17
18 During FY12, no SHS vessel switched fishing efforts.

19
20 During the first quarter of FY13, no SHS vessel switched fishing efforts.

21
22 During FY14, the SHS sector anticipates no redirection of effort to other fisheries.
23
24
25
26
27
28

1 **5. ENFORCEMENT**

2
3 **5.1. Agreement Enforcement**

4
5 Each of the Members and the Sector shall have the right to have any provision of this
6 Agreement specifically enforced, through injunction, restraining order or other form
7 of equitable relief.

8
9 Each Member agrees that the Sector, through its representatives, and/or any other
10 Member may enforce this Agreement on behalf of the Sector and/or its Members.

11
12 Each Member agrees to take all actions and to execute all documents necessary or
13 convenient to give effect to the enforcement procedures contemplated by this
14 Agreement, the Harvesting Rules and any Schedule of Penalties.

15
16 **5.2. Restrictions on Fishing Activity**

17
18 The Members acknowledge they may be held jointly and severally liable for civil
19 penalties to NMFS that result from any member causing the Sector to exceed its
20 ACE; any member discarding legal sized allocated groundfish; any member or vessel
21 operator misreporting their own catch and discards of allocated groundfish species to
22 NMFS or the Sector Manager;

23
24 The Members further acknowledge and agree that monetary penalties could be
25 inadequate recourse under such circumstances.

26
27 Therefore, the Members acknowledge and agree that each of them will comply with a
28 “stop fishing” order from the Sector, which shall be issued by the Board, the Manager
29 or the Infractions Committee, and each of the Members further agrees that if any
30 Member fails to comply with such order, the Sector shall have the authority to obtain
31 an injunction, restraining order or other equivalent form of equitable relief to give
32 effect to such “stop fishing” order.

33
34 **5.3. Joint and Several Liabilities**

35
36 Sector members acknowledge and agree that they and the sector may be held jointly
37 and severally liable for discarding legal sized fish, misreporting, and Annual Catch
38 Entitlement (ACE) overages as specified in Federal regulations.

39
40 **5.4. Infractions Committee**

41
42 The Board shall appoint an infractions committee (the “Committee”) as necessary to
43 ensure fair, consistent and appropriate enforcement of this Agreement, the Harvesting
44 Rules, the Plan and other Sector requirements as adopted under the terms of this
45 Agreement and the Sector’s Bylaws.

1 The Committee will be comprised of at least three Board members excluding any
2 Board member who may be subject to investigation.

3
4 The Committee shall annually prepare and recommend to the Board for its approval a
5 schedule of penalties, which shall be similar in form to Exhibit A (the “Schedule of
6 Penalties”), for any unauthorized fishing activities (whether under applicable laws,
7 rules and regulations or otherwise) and for violations of this Agreement, the
8 Harvesting Rules, the Plan and other Sector requirements as may be adopted under
9 the terms of this Agreement or the Sector’s Bylaws.

10
11 The Board shall review and approve any Schedule of Penalties prior to the
12 commencement of the fishing year.

13
14 In addition, the Committee shall have the authority to take any number of
15 enforcement measures against the Members for the non-payment of membership dues
16 and/or poundage fees. Such enforcement measures may include expulsion of the
17 violating Member under Section 3 and /or issuing a “stop fishing” order against such
18 Member.

19
20 **5.5. Procedures for Investigations**

21
22 In addition to the Manager’s authority to invoke penalties under the Schedule of
23 Penalties, the Manager may, on his own, and shall, at the request of a Member,
24 request that the Committee conduct an investigation of possible infractions of the
25 Agreement, the Harvesting Rules, the Plan, or other Sector requirements as may be
26 adopted under the terms of this Agreement or the Sector’s Bylaws, by calling a
27 meeting of the Committee and presenting it with the information that is the basis for
28 the Manager’s or Member’s opinion that an infraction occurred.

29
30 Such Committee member assignments shall be rotated. If, upon the conclusion of
31 such investigation, the Committee determines by an affirmative vote of a majority
32 (51%) of its members that a violation of this Agreement, the Harvesting Rules, the
33 Plan, or other Sector requirements (as may be adopted under the terms of this
34 Agreement or the Sector’s Bylaws) has occurred, it may impose any penalties
35 prescribed in the Schedule of Penalties to the Member, its Permits and its
36 Participating Vessels by the Sector, or issue “stop fishing” orders.

37
38 The Committee shall exercise all reasonable efforts to ensure that penalties and
39 settlements are commensurate with the nature and extent of the violation, are
40 designed to further the purposes of the Plan, and are uniform with those reached in
41 similar circumstances.

42
43 All appeals from such Committee action shall be taken in accordance with Section
44 5.11 hereof. Each of the Members agrees to cooperate fully with the Manager and the
45 Committee in such investigations and procedures (including cooperation with any
46 requests for information or data that may be made by the Manager or the Committee).

1
2 **5.6. Penalties for Violations**
3

4 Any penalties that are imposed upon a Member by the Sector pursuant to the terms of
5 this Agreement shall be in addition to, and not in lieu of, any other potential state or
6 federal penalty that may be imposed upon such Member.
7

8 **5.7. Expulsion**
9

10 5.7.1. Cause
11

12 The Members agree that any Member may be expelled from the Sector if the
13 actions of such Member and/or its Participating Vessels (or the Participating
14 Vessels' operators) seriously undermine and threaten the existence of the Sector,
15 the actions of such Member and/or its Participating Vessels (or the Participating
16 Vessels' operators) have exposed other Members of the Sector to monetary
17 penalties and/or legal actions, such Member has been convicted of a serious
18 crime, or such Member has not paid its membership dues and/or poundage fees
19 as required by the bylaws.
20

21 5.7.2. Procedure
22

23 Any Member, the Committee or the Manager may submit to the Board a request
24 to have a Member, its Permits and/or its Participating Vessels expelled from the
25 Sector (the "Expulsion Request").
26

27 Such Expulsion Request shall be in writing and shall include an explanation of the
28 basis for expulsion.
29

30 The Board shall vote on such Expulsion Request within fourteen (14) days of
31 receipt of such Expulsion Request.
32

33 The affirmative vote of two-thirds of the members of the Board shall be required
34 in order to expel a Member, its Permits and/or its Participating Vessels.
35

36 Expulsion shall be effective immediately upon the receipt of the requisite vote by
37 the Board.
38

39 Board members cannot vote on the expulsion of one or more of their own vessels.
40

41 As required by 50 CFR Part 648.87 or any substitute or successor provision, a
42 Member, its Permits and/or its Participating Vessels expelled during any fishing
43 year may not fish outside of the Sector under a NE multispecies DAS program
44 during the remainder of such fishing year.
45

1 Upon expulsion of any Member, its Permits and/or its Participating Vessels, the
2 Manager shall immediately notify NMFS by email that the Member’s Permits
3 and/or Participating Vessels are no longer included in the Sector.
4

5 **5.8. Notification to NMFS**
6

7 If a member is expelled or has been issued a “stop fishing” order the Sector Manager
8 will notify NMFS immediately by email or by telephone, and confirm NMFS has
9 received the notice.
10

11 **5.9. Penalties and Attorney’s Fees**
12

13 Penalties for any violations of this Agreement shall, be limited to the amounts set
14 forth on the Schedule of Penalties plus all costs, fees and expenses, including attorney
15 fees, incurred by the Sector or, in a case in which the Sector does not take
16 enforcement action, by the Members bringing such action, in enforcing the provisions
17 of this Agreement.
18

19 To the extent the Schedule of Penalties addresses such matter, the Members and the
20 Sector hereby waive any claims to actual, direct, or indirect damages, and instead
21 agree that payment of the amounts set forth on the Schedule of Penalties and costs of
22 enforcement shall be their sole remedy for breaches of this Agreement.
23

24 In connection with any legal proceeding related to this Agreement, the non-prevailing
25 party shall pay the prevailing party’s reasonable costs and attorney’s fees associated
26 with the proceeding.
27

28 **5.10. Application of Fines, Penalties, and Damages**
29

30 All penalties, fines and/or other damages paid to the Sector shall, first, be applied to
31 the cost of enforcement of such violations and, second, any remaining amounts shall
32 be applied to the costs and expenses of the administration, management and
33 preservation of the Sector.
34

35 Any funds remaining after the application of the foregoing sentence shall be used to
36 further research into efficient management of groundfish stocks for the benefit of the
37 resource and those that harvest the resource.
38

39 **5.11. Appeal from Committee Decision**
40

41 If the Committee has determined that a Member has violated this Agreement or
42 makes any other determination with respect to a Member under this Agreement
43 (including, specifically, without limitation section on catch verification), such
44 violating Member shall have five business days following the date of the Committee’s
45 determination to request reconsideration of the enforcement or other action and/or
46 propose an alternative form of penalty.

1
2 Such request shall be made in writing and shall be addressed to the Board.
3

4 The Board may, in its sole discretion, grant or deny any request for reconsideration
5 and may, in its sole discretion, approve or disapprove any alternative form of penalty;
6 provided, that the Board shall exercise all reasonable efforts to ensure that penalties
7 and settlements are commensurate with the nature and extent of the violation, are
8 designed to further the purposes of the Plan are uniform with those reached in similar
9 circumstances.
10

11 **5.12. Dispute Procedures**

12
13 Prior to instituting any litigation or other dispute resolution, the parties shall follow
14 applicable procedures set forth in this Agreement for the resolution of such dispute.
15

16 Any appeals taken with respect to any dispute that arises in connection with this
17 Agreement shall be taken in the federal district court in Portland, Maine or, if said
18 court does not have jurisdiction, in such courts in the State of Maine that do have
19 jurisdiction.
20

21 **5.13. Indemnification**

22
23 Each party that violates this Agreement (the “Indemnitor”) hereby severally agrees to
24 indemnify, defend and hold harmless the other parties hereto (each, an “Indemnitee”)
25 in respect of their respective Losses; provided that such losses result or arise from a
26 third party claim or governmental proceeding brought against or involving the
27 Indemnitee, which is based on or relates to this Agreement violation of applicable
28 laws, rules or federal fishery regulations or breach of any covenant, agreement or
29 obligation contained in this Agreement, the Harvesting Rules or other Sector
30 requirements as may be adopted under the terms of this Agreement or the Sector’s
31 Bylaws.
32

33 The indemnification obligations of the parties shall be joint and several.
34

35 For the purposes of this Section, “Losses” shall mean any and all claims, liabilities,
36 obligations, judgments, liens, injunctions, charges, orders, decrees, rulings, damages,
37 dues, assessments, taxes, losses, fines, penalties, expenses, fees, costs, amounts paid
38 in settlement (including reasonable attorneys’ and witness fees and disbursements in
39 connection with investigating, defending or settling any action or threatened action)
40 arising out of any claim, complaint, demand, cause of action, action, suit or other
41 proceeding asserted or initiated or otherwise existing.
42

43 The obligations under this Section shall survive the termination of this Agreement
44 and the expulsion of any Member pursuant to Section 2.7.
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5.14. Administrative Enforcement

The following sections of the operations plan are exclusive to administration of the sector:

- 1.1
- 2.1 inclusive
- 2.2.1, 2.2.4, 2.2.7
- 2.3 inclusive
- 2.4
- 2.7
- 5 inclusive, excepting 5.3

5.15. Schedule of Penalties

Penalty Schedule			
VIOLATION	FIRST	SECOND	THIRD
VIOLATIONS REGARDING PERMITS, REPORTING, DOCUMENTATION, EXEMPTION PERMIT REQUIREMENTS			
All Violations including but not limited to: providing false statements or supporting documentation on applications or reports to the Sector; late or non-reporting; failure to comply with a permit condition/ restriction/ letter of authorization or exemption issued by the Sector; providing false statements or failing to comply with VMS/DAS requirements (technical and minor violations may result in a letter of warning); Exceeding ACE and not acquiring additional ACE to replace it.	Up to \$5,000 (and/or stop fishing order) plus the cost of the sector acquiring additional ACE, and all legal and administration fees	Up to \$10,000 (and/or stop fishing order) plus the cost of the sector acquiring additional ACE, and all legal and administration fees	Up to expulsion and all legal and administration fees, and/or up to \$10,000 + (and/or stop fishing order) plus the cost of the sector acquiring additional ACE, and all legal and administration fees
VIOLATIONS REGARDING TIME AND AREA RESTRICTIONS			
All violations including, but not limited to: exemption areas, closed fisheries, closed seasons, restricted gear/management areas and Days at Sea violations.	Up to \$50,000 (stop fishing order for 30 days) and all legal and administration fees	Up to \$100,000 (unable to fish for the remainder of the fishing year) and all legal and administration fees	Up to expulsion and all legal and administration fees
VIOLATIONS THAT PLACE THE SECTOR AGREEMENT AT RISK			
All violations including but not limited to a violation of a stop order, entering a closed area, transfer of fish from a non-Sector vessel to a Sector vessel, subverting the reporting requirements (misappropriating landings) or any other action which could cause the sector to be in violation of its agreement.	Up to \$50,000 (loss of fishing rights for 365 days) and all legal and administration fees	Up to expulsion and all legal and administration fees	
VIOLATIONS REGARDING MEMBERSHIP COMMITMENT			
Violation of 50 CFR Part 48 or failing to remain in the Sector for the Commitment Period (i.e., breach of Section 2.03 of the Agreement).	Up to \$10,000 and all legal and administration fees	N/A	N/A

6. APPENDIX 1: SHS1 BOARD OF DIRECTORS

Frank Patania

Tory Bramante

Bud Fernandes

James Odlin

Maggie Raymond

Phil Ruhle

State of Maine



Department of the Secretary of State

I, the Secretary of State of Maine, certify that according to the provisions of the Constitution and Laws of the State of Maine, the Department of the Secretary of State is the legal custodian of the Great Seal of the State of Maine which is hereunto affixed and of the reports of organization, amendment and dissolution of corporations and annual reports filed by the same.

I further certify that SUSTAINABLE HARVEST SECTOR is a duly organized nonprofit corporation without capital stock under the laws of the State of Maine and that the date of incorporation is August 16, 2007.

I further certify that said nonprofit corporation has filed annual reports due to this Department, and that no action is now pending by or on behalf of the State of Maine to forfeit the charter and that according to the records in the Department of the Secretary of State, said nonprofit corporation is a legally existing nonprofit corporation in good standing under the laws of the State of Maine at the present time.

In testimony whereof, I have caused the Great Seal of the State of Maine to be hereunto affixed. Given under my hand at Augusta, Maine, this third day of September 2013.



A handwritten signature in black ink, appearing to read 'Matthew Dunlap', written over a horizontal line.

Matthew Dunlap
Secretary of State

National Marine Fisheries Service

NMFS vessel/fishery data as of November 15, 2013, 8:40 am

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 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. Service reserves the right to make a final determination regarding vessel eligibility for any permit.

Most Recent Vessel Data

Vessel: NICOLE LEIGH
 Northeast Federal Fishery Permit: 250716
 US Coast Guard Doc #/State Registration #: 661920
 Primary Owner/Corporation Name: DANA L HAMMOND II
 Address:
 PO BOX 39 386 SPLIT ROCK ROAD
 NEW HARBOR, ME 04554
 Phone: (207) 380-9169

Hailing Port: SOUTH BRISTOL, ME.
 Principal Port: SOUTH BRISTOL, ME.
 Max Trap Allocation: 800

Sector: Sustainable Harvest Sector 1

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	LO	A1	AMERICAN LOBSTER - TRAP - AREA 1 - 2013	01-MAY-13	30-APR-14
2013	MNK	E	MONKFISH - INCIDENTAL CATEGORY E - 2013	01-MAY-13	30-APR-14
2013	MUL	A	NE MULTISPECIES - INDIVIDUAL DAS - 2013	01-MAY-13	30-APR-14
2013	RCB	A	RED CRAB - OPEN ACCESS - INCIDENTAL BYCATCH - 2013	20-APR-13	28-FEB-14
2013	SKT	1	SKATE - 2013	01-MAY-13	30-APR-14
2013	SMB	3	SQUID/BUTTERFISH - INCIDENTAL - 2013	01-MAY-13	30-APR-14
2013	SMB	4	ATLANTIC MACKEREL - 2013	01-MAY-13	30-APR-14

National Marine Fisheries Service

NMFS vessel/fishery data as of November 15, 2013, 8:57 am

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 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 us. Service reserves the right to make a final determination regarding vessel eligibility for any permit.

Most Recent Vessel Data

Vessel: RHANNON RAE II
 Northeast Federal Fishery Permit: 146646
 US Coast Guard Doc #/State Registration #: ME4189T
 Primary Owner/Corporation Name: ANTHONY FERNANDES III
 Address:
 P O BOX 504
 KEY COLONY BEACH, FL 33051
 Phone: (603) 498-2951

Hailing Port: PORTSMOUTH, NH
 Principal Port: PORTSMOUTH, NH

Sector: Not in a Sector

Valid Sector LOA? N/A

Most Recent Northeast Federal Fishery Permit Data

Permit Year	Plan	Category	Description	Start Date	End Date
2010	BLU	1	BLUEFISH - COMMERCIAL - 2010	01-MAY-10	21-JAN-11
2010	DOG	1	SPINY DOGFISH - COMMERCIAL - 2010	01-MAY-10	21-JAN-11
2010	HRG	C	HERRING - LIMITED ACCESS - INCIDENTAL - 2010	01-MAY-10	21-JAN-11
2010	LO	1	AMERICAN LOBSTER - NON -TRAP - 2010	01-MAY-10	21-JAN-11
2010	LO	A1	AMERICAN LOBSTER - TRAP - AREA 1 - 2010	01-MAY-10	21-JAN-11
2010	MNK	D	MONKFISH - CATEGORY D - 2010	01-MAY-10	21-JAN-11
2010	MUL	A	NE MULTISPECIES - INDIVIDUAL DAS - 2010	01-MAY-10	21-JAN-11
2010	RCB	A	RED CRAB - OPEN ACCESS - INCIDENTAL BYCATCH - 2010	01-MAR-10	21-JAN-11
2010	SKT	1	SKATE - 2010	01-MAY-10	21-JAN-11
2010	SMB	3	SQUID/BUTTERFISH - INCIDENTAL - 2010	01-MAY-10	21-JAN-11
2010	SMB	4	ATLANTIC MACKEREL - 2010	01-MAY-10	21-JAN-11
2010	TLF	1	TILEFISH - COMMERCIAL/INCIDENTAL - 2010	01-MAY-10	21-JAN-11

National Marine Fisheries Service

NMFS vessel/fishery data as of November 15, 2013, 8:59 am

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 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 us. Service reserves the right to make a final determination regarding vessel eligibility for any permit.

Most Recent Vessel Data

Vessel: SALLY J
 Northeast Federal Fishery Permit: 150611
 US Coast Guard Doc #/State Registration #: MS7999AS
 Primary Owner/Corporation Name: JEFFREY W CARVER
 Address:
 230 TEA ROCK LANE
 MARSHFIELD, MA 02050
 Phone: (781) 545-8371

Hailing Port: SCITUATE, MA
 Principal Port: SCITUATE, MA

Sector: Sustainable Harvest Sector 1

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	LO	1	AMERICAN LOBSTER - NON -TRAP - 2013	01-MAY-13	30-APR-14
2013	MNK	D	MONKFISH - CATEGORY D - 2013	01-MAY-13	30-APR-14
2013	MUL	A	NE MULTISPECIES - INDIVIDUAL DAS - 2013	01-MAY-13	30-APR-14
2013	SKT	1	SKATE - 2013	01-MAY-13	30-APR-14

MRI	Permit Number	Permit Name	Will Fish
3	150851	TRALICE	
59	151086	BAILED OUT	
120	150908	DETERMINED	
129	150041	ZACH N ABBIE	
145	147091	GULF VENTURE	X
197	149577	STEURY	
219	150464	STARCRAFT II	
231	149649	CRESTLINER	
241	150423	HUNKY DORY	
297	251690	LISA ANN II	X
321	150060	OLIVER	
326	150578	TONI ANNE	
338	131009	MR BAXTER	
353	149492	POINTER	
390	250428	JESSE	
391	240880	LISA ANN III	
401	151541	SEARS	
407	250512	DE DEE MAE II	X
408	149776	STAR	
412	242536	SHANNON KRISTINE	
413	250547	ROBERT MICHAEL	X
417	321079	ANGELA MICHELLE	X
422	250603	BLUE WATER III	X
424	250631	LORI ANN	X
426	150204	STARCRAFT	
434	150043	FOXY GIRL	
436	150537	NUTMEG	
441	146819	LORI B	
442	150276	LUCKY DUCK	
472	149454	UNNAMED	
478	149567	STARCRAFT	
493	149133	F/V BUSTER B	
499	310289	CAVALIER	
508	310354	LAUREN DOROTHY II	
517	150972	FAVORITE SON	
518	320885	TARA LYNN II	
526	251242	AMERICAN HERITAGE	X
530	149504	PHILLIS	
532	310504	KIRSTEN LEE	
534	310510	CHRISTINA CAROL	X
557	330708	THE JOCKA	X
559	149890	1975 SEA NYMPH	
564	150306	1990 GALAXY	

569	150350	JOLY	
572	320541	LYDIA & MAYA	X
574	150391	1973 RIENELL	
601	150843	CRESTLINER	
628	410537	TERESA MARIE IV	X
631	320470	DIANNE LYNN II	X
650	150766	UNNAMED 12 SKIFF	
653	250830	PAMET	
659	150083	UNNAMED	
670	330448	JENNIFER & EMILY	
671	151095	PACKER II	
685	320903	JAMIE & ASHLEY	X
688	320944	THERESA & ALLYSON	X
709	330774	TITAN	
718	149844	MOXIE FUN	
738	330181	T LUIS	
747	310421	FLIGHT 1	X
765	330251	ALMAHROSA	
766	149975	CAPE COD	
804	149560	F/V SEA NYMPH	
808	149755	ADAM & JOSEPH	
814	149515	UNNAMED	
821	150773	SEA BREEZE TOO	X
834	150371	WILLIE V	
842	330392	BLACK BEAUTY	X
851	128672	NIGHTOWL	
872	330496	TWO MEGS	X
876	330504	LINDA	
877	330508	CAPTN MARK	X
879	330517	SEEL	
880	330519	CAPTN JAKE	X
882	330526	BONANSA	
883	150277	MAGGIE J	
895	330552	TRIPOLINA	
913	150599	2007 JOHNSON	
962	150046	137CB	
965	410106	CAPT MANO	
1004	149805	MELISSA	
1019	410210	TROPICO	
1021	410212	SAMMY JO	X
1028	410574	RUTH & PAT	X
1054	149805	ABBY	
1077	410457	HARMONY	X
1091	149549	TRIUMPH	

1099	410349	WILLIAM LYNN	X
1103	410355	TERESA MARIE III	X
1104	410357	JOAN MARGUERITE	
1110	410369	OLYMPIA	X
1115	149842	134FM	
1122	410401	MARIA/JO-ANN	X
1139	149839	134FL	
1140	149872	SPECIAL K	
1144	410452	NOBSKA	X
1150	410538	MORAGH K	X
1156	150287	1975 SILVERLINE	
1171	410522	MORUE	X
1234	320304	ALYSSA & ZACHARY	
1257	149637	COLE & KATHERINE	
1363	330516	AARON & MELISSA II	X
1423	149593	NEXT GENERATION	
1443	320722	ISABELLA & AVA	X
1539	150635	WILD WILLY	
1579	146646	RHIANNON RAE II	
1592	150604	JESSICA K	
1696	150309	2007 TRACKER	
1763	149495	SEA NYMPH	
1852	150611	SALLY J	
1881	250716	KATIE & SARAH	X
1894	150235	UNNAMED	
1952	410527	MARY K	X
1977	240770	DONNA JEAN II	
2325	151483	HAWSER	
2453	118724	RACHEL T	X
2482	150359	SUSAN LEE	

MRI	Federal Fisheries Authorized with this Federal Permit	State Permits	Other Federal Permits not enrolled in the SHS
16	Bluefish, Dogfish, Herr (D), Lobst (1, A1,), Monk (E), R Crab, SMB, Skate, Tilefish	None	None
59	Bluefish, Dogfish, Herr (D), Lobst (1, A1, AOC), Monk (C_), R Crab, Skate, SMB, Tilefish	None	None
120	Bluefish, Dogfish, Herr (D), Lobst (A1), Monk (E), R Crab, Skate, SMB	MA offshore lobster, dogfish, scallop shucking	None
219	Bluefish,, BSB,Dogfish, , Herr (D), Lobst (A1), Monk (E), R Crab, Skate, SMB, Surf clam	None	None
231	Dogfish, Herr (D), Monk (D), R Crab, Skate, SMB, Tilefish	None	None
241	Bluefish, Dogfish, Herr, Lobst (1), Monk (E), R Crab, Skate, SMB, Tilefish, Scup	None	None
297	Bluefish,, BSB,Dogfish, , Herr (D), Lobst (A1), Monk (E), R Crab, Skate, SMB, Surf clam	None	None
321	Bluefish,, ogfish, ,, Lobst (A1), Monk (D), R Crab, Skate, SMB, Surf clam	None	None
326	Bluefish, BS Bass, Dogfish, Fluke, Herr (D), Monk (E), R Crab, Scup, Skate, SMB, Tilefish	None	None
338	Bluefish, Dogfish, Fluke, Herr (D), Lobs (1), Monk (D), R Crab, SMB	None	None
353	Bluefish, Dogfish, Fluke, Herr (D), Lobs (1, A1), Monk (E), Scup, Skate, SMB, Tilefish	None	None
390	Bluefish, Dogfish, Lobst (1), Monk (D), Tilefish	ME comm fishing crew,	None
391	Bluefish,, BSB,Dogfish, , Herr (D), Lobst (A1), Monk (E), R Crab, Skate, SMB, Surf clam	None	None
401	Bluefish, Dogfish, Herr (D), GC Scallop, Lobst (1), Monk ©, R Crab, Skate, SMB, Tilefish	MA offshore lobster non trap, striped bass, scallop shucking, ME comm fishing/crew	None
407	Bluefish, Dogfish, Herr (D), Lobst (1), Monk (D), Quahog, R Crab, S Clam, Skate, SMB	ME comm fishing/crew, herr.,whelk, dogfish, comm shrimp/crew, scallop dragger	None
408	Bluefish,, BSB,Dogfish, , Herr (D), Lobst (A1), Monk (E), R Crab, Skate, SMB, Surf clam	None	None
412	Bluefish, Dogfish, Herr (D), Monk (E), R Crab, Skate, SMB, Tilefish	MA Boat 0-59 ft, ME comm fishing/crew, dogfish,	None

413	Bluefish, Dogfish, Herr (D), GC Scallop, Lobst (1), Monk ©, Quahog, R Crab, S Clam, Skate, SMB, Tilefish	ME comm fishing/crew, herr., comm shrimp/crew, scallop dragger; MA offshore lobster non-trap	None
417	Bluefish, Dogfish, Fluke, Herr (D), GC Scallop, Lobst (1), Monk ©, S Clam, Skate, SMB, Tilefish	MA offshore lobster,	None
422	Bluefish, Dogfish, Herr ©, GC Scallop, Lobst (1), Monk ©, R Crab, Skate, SMB, Tilefish	ME comm fishing/crew, herr., comm shrimp /crew MA offshore lobster non trap, scallop shucking	None
424	Bluefish, Dogfish, Herr ©, GC Scallop, Lobst (1), Monk ©, R Crab, Skate, SMB, Tilefish	ME comm fishing/crew, herr.,comm shrimp/crew, lobster; MA offshore lobster non trap, scallop shucking	None
426	Bluefish,, BSB,Dogfish, , Herr (D), Lobst (A1), Monk (E), R Crab, Skate, SMB, Surf clam	None	None
434	Bluefish, SMB, Dogfish, Fluke, Herring, Lobster, Monkfish, Scup, Skate, Tilefish	None	None
436	Bluefish, Dogfish, Herr (D), Monk (E), R Crab, Skate, SMB, Tilefish	None	None
441	Bluefish,Dgfish, Fluke, Herr(D), GC Scallop, Lobs (A1, A2) Monk (D), R Crab, Skate, SMB, Tilefish	NH comm saltwater, lobster, crab, MA offshore lobster nontrap,	None
442	Bluefish, Dogfish, Herr (D), Lobst (1, A1), Monk (E), R Crab, Skate, SMB, Tilefish	ME lobster 800 traps	None
472	Bluefish, BSBass, Dogfish, Fluke, Herr (D), Lobs(1 A2), Monk (E), R Crab, Scup, Skate, SMB, Tilefish	None	None
478	Bluefish, BS Bass, Dogfish, Fluke, Herr (D), Lobs (1), Monk (E), R Crab, Scup, Skate, SMB, Tilefish	ME comm fishing/crew, herr., MA offshore lobster, scallop shucking	None
493	Bluefish, Monk (D), SMB,	None	None
499	Bluefish, Dogfish, Fluke, Herr (D), GC Scallop, Lobst (1), Monk ©, Skate, Tilefish	ME comm fishing/crew, herr., comm shrimp/crew	None
508	Bluefish, scallop, Dogfish, Fluke, Herricg, Lobster, Monkfish, Skate, Tilefish, Quahog, Red Crab, SMB	ME comm fishing, , comm shrimp/crew, scallop dragger	None
517	Bluefish, BS Bass, Dogfish, Fluke, Herr (D), GC Scallop, Lobst (1, A2, A0C), Monk ©, R Crab, Scup, Skate, SMB, Tilefish	MA: Offshore lobster non-trap, CAP sea herring, CAP squid, fluke	None
518	Bluefish, Dogfish, Herr (D), GC Scallop, Lobst (1), Monk (D), R Crab, Skate, SMB	ME comm fishing/crew, herr.	None
526	Bluefish, Dogfish, Herr (D), Lobt (1, A1), Monk)(D), R Crab, Skate, SMB, Tilefish	ME lobster 800 traps	None
530	Bluefish, BS Bass, Dogfish, Fluke, Herr (D), Lobs (1, A1), Monk (E), Skate, SMB, Tilefish	None	None

532	Bluefish, Dogfish, Fluke, Herr (D), Monk ©, Quahog, S Clam, Skate, Tilefish	NH wholesale marine species, MA commercial boat permit, trawl and gillnet	None
534	Dogfish, Herr (D), GC Scallop, Lobst (1), Monk (D), Scup, Skate, SMB	ME comm fishing/crew, herr., MA offshore lobster non-trap, scallop shucking,	None
557	Bluefish, Dogfish, Fluke, Herr (D), GC Scallop, Lobst (1), Monk ©. R Crab, Skate, SMB, Tilefish	MA offshore lobster, non-trap, scallop shucking, ME comm fishing, crew, comm shrimp, crew, scallop dragger	None
559	Bluefish, Dogfish, Fluke, Herr (D), GC Scallop, Lobst (1, A1), Monk (D), R Crab, Skate, SMB, Tilefish	None	None
564	Bluefish, BS Bass, Fluke, Scup, SMB, Tilefish (not LA MS)	MA Boat 0-59 ft, coastal lobster	None
569	Bluefish, Dogfish, Fluke, Herr (D), GC Scallop, Lobst (1), Monk (D), Quahog, R Crab, S Clam, Skate, SMB, Tilefish	MA offshore lobster non trap, scallop shucking, squid, herring;	None
572	Bluefish, Dogfish, Herr (D), GC Scallop, Lobst (1), Monk ©, Quahog, S Clam, Skate, SMB, Tilefish	MA offshore lobster non-trap, scallop shucking, striped bass,	None
574	Bluefish, Dogfish, Fluke, Herr (D), Lobst (1), Monk ©, R Crab, Scup, Skate, SMB, Tilefish	None	None
601	Bluefish,, ogfish, ,, Lobst (A1), Monk (D), R Crab, Skate, SMB, Surf clam	None	None
615	Bluefish,, BSB,Dogfish, , Herr (D), Lobst (A1), Monk (E), R Crab, Skate, SMB, Surf clam	None	None
628	Bluefish, Dogfish, Herr (D), Lobst (1), Monk (D), Quahog, R Crab, S Clam, Skate, SMB, Tilefish	ME comm fishing/crew, MA offshore lobster non-trap, sea herring,	None
631	Bluefish, Dogfish, Fluke, Herr (D), GC Scallop, Lobst (1), Monk ©, R Crab, Scup, S Clam, Skate, SMB, Tilefish	ME comm fishing/crew, shrimp, herr., MA offshore lobster non trap, scallop shucking	None
650	Bluefish, Dogfish, Lobst (1), Monk D), SMB	None	None
653	Dogfish, Fluke, Herr (D), GC Scallop, Lobst (1), Monk (E), R Crab, Scup, Skate, SMB, Tilefish	MA offshore lobster non-trap, CAP-NS mobil gear, CAP squid, fluke, scup, sea bass;	None
659	Bluefish, Dogfish, Herr (D), Lobst (1), Monk (D), R Crab, Skate, SMB, Tilefish	None	None
670	Bluefish, Dogfish, Lobst (1), Monk ©, Skate, SMB, Tilefish	ME comm fishing/crew, herr., MA offshore lobster non trap, scallop shucking	None
671	Bluefish, Dogfish, Herr (D), Monk (D), Skate, SMB	ME comm fishing,	None

685	Bluefish, Dogfish, Herr (D), GC Scallop, Lobst (A1, A2, A6, AOC), Monk ©, Quahog, R Crab, S Clam, Skate, SMB, Tilefish	MA offshore lobster, non-trap, scallop shucking;	None
688	Bluefish, Dogfish, Herr (D), GC Scallop, Lobst (A1, A2, A6, AOC), Monk ©, Quahog, R Crab, S Clam, Skate, SMB, Tilefish	MA offshore lobster, non-trap, scallop shucking;	None
709	Bluefish, dogfish, Fluke, Herr (D), GC Scallop, Lobst (1), Monk ©, Quahog, R Crab, S Clam, Skate, SMB, Tilefish	ME comm fishing, crew, comm shrimp, crew, scallop dragger; MA offshore lobster, non-trap, scallop shucking;	None
718	Dogfish, Fluke, Herr (D), GC Scallop, Lobst (1, A1, A2, AOC), Monk ©, R Crab, Skate, SMB, Tilefish	None	None
738	Bluefish, Dogfish, Fluke, Herr (D), GC Scallop, Lobst(1, A2, AOC), Monk ©, Quahog, R Crab, S Clam, Skate, SMB, Tilefish	MA offshore lobster non trap, scallop shucking, squid, herring;	None
747	Bluefish, BS Bass, Dogfish, Fluke, Herr (D), GC Scallop, Lobst (1), Monk (F), Quahog, R Crab, Scup, S Clam, Skate, SMB, Tilefish	ME comm fishing, crew, comm shrimp, crew, scallop dragger; MA offshore lobster, non-trap, scallop shucking;	None
765	Dogfish, Lobst (1), Monk (E), SMB	MA offshore lobster non trap, scallop shucking, squid, herring;	None
766	Bluefish, BS Bass, Digfish, Fluke, Herr (D), Monk (J)C, R Crab, Scup, Skate, SMB, Tilefish	None	None
804	Dogfish, Lobst (1), Monk(D), SMB	None	None
808	Bluefish, BS Bass, Dogfish, Fluke, Herr (D), Lobst (1), Monk (D), R Crab, Scup, Skate, SMB, Tilefish	None	None
814	Bluefish, Dogfish, Herr (D), Lobst (1, A1), Monk (D), R Crab, Skate, SMB, Tilefish	None	None
821	Bluefish, BS Bass, Dogfish, Fluke, Herr (B, C), Lobst (1), Monk (D), R Crab, Scup, Skate, SMB, Tilefish	RI comm vessel, MA offshore lobster non trap, scallop shucking, squid, herring;	None
834	BS Bass, Dogfish, Fluke, Herr (D), Lobst (1), Monk (D), R Crab, Scup, Skate, SMB, Tilefish	ME comm fishing, crew, comm shrimp, crew, scallop dragger; MA offshore lobster, non-trap, scallop shucking;	None
842	Bluefish, BS Bass, Dogfish, Fluke, Herr (D), Lobst (1), Monk ©, R Crab, Scup, Skate, SMB, Tilefish	MA: offshore lobster non trap, scallop shucking	None
851	Bluefish, Dogfish, Herr (A), Lobst (1), Monk (D), Quahog, R Crab, S Clam, Skate, SMB, Tilefish	None	None
876	Bluefish, Dogfish, Fluke, Herr (D), Lobst (1), Monk ©, R Crab, LA Scallop, Skate, SMB, Tilefish	MA offshore lobster non-trap, dogfish, str bass, scallop-shucking, northern shrimp,	None
877	Bluefish, Dogfish, Herr (D), GC Scallop, Lobst (1), Monk ©, Quahog, Skate, SMB, Tilefish	MA offshore lobster nontrap, striped bass, scallop shucking,	None

879	Bluefish, Dogfish,Fluke, Herr (D), Gen scallop (C),Lobster, Monk (D),RCrab,Skate,SMB,Tilefish	None	None
880	Bluefish, Dogfish, Herr (D), GC Scallop, Lobst (1), Monk (C), Quahog, Skate, Tilefish	MA offshore lobster nontrap, striped bass, scallop shucking,	None
883	Bluefish, Dogfish, Herr (D), Lobst (1, A2), Monk (D), R Crab, Skate, SMB, Tilefish	None	None
895	Bluefish, Dogfish, Fluke, Herr (D), GC Scallop, Lobst (1), Monk (C_), Quahog, R Crab, S Clam, SMB, Tilefish	MA offshore lobster non trap, scallop shucking, squid, herring;	None
913	Bluefish, BS Bass, Dogfish, Herr, GC Scallop, Lobst (1, A2, AOC), Monk (D), R Crab, Scup, Skate, SMB, Tilefish	None	None
962	Bluefish, Dogfish, Herr (D), Lobst (1), Monk (D), R Crab, Skate, SMB, Tilefish	None	None
965	Bluefish, Dogfish, Fluke, Herr (D), GC Scallop, Lobst (1), Monk (D), Quahog, R Crab, Scup, S Clam, Skate, SMB, Tilefish	MA offshore lobster non trap, scallop shucking, squid, herring;	None
971	Bluefish, Dogfish, Herr (D), Monk (E), R Crab, Skate, SMB, Tilefish	None	None
1019	Bluefish, Dogfish,Fluke, Herr (D), Gen scallop (C),Lobster, Monk (D),RCrab,Skate,SMB,Tilefish	None	None
1021	Bluefish, Dogfish, Herr (D), Lobst (1), Monk ©, Quahog, R Crab, S Clam, Skate, SMB, Tilefish	MA offshore lobster non-trap, dogfish, str bass, scallop-shucking, northern shrimp,	None
1028	Bluefish, BS Bass, Dogfish, Fluke, Herr (A), GC Scallop, Lobst (1), Monk (D), R Crab, Scup, Skate, SMB, Tilefish	ME comm fishing/crew, herr., MA boat 60-99 ft	None
1054	Bluefish, Dogfish, Herr (D), Lobst (1), Monk ©, R Crab, Skate, Tilefish	None	None
1077	Bluefish, Dogfish, Herr (A), Lobst (1), Monk (D), Quahog, R Crab, S Clam, Skate, SMB, Tilefish	ME comm fishing/crew, MA offshore lobster non-trap, scup, sea herring,	None
1091	Bluefish, BS Bass, Dogfish, Herr (D), Lobst (1), Monk ©, R Crab, Scup, Skate, SMB, Tilefish	None	None
1103	Bluefis, Dogfish, Fluke, Herr (D), Lobst (1), Monk ©, Skate,SMB	ME comm fishing/crew, herring, MA: offshore lobster non-trap, scup, sea herring,	None
1104	Bluefish, Dogfish, Herr (D), GC Scallop, Lobst(1, A2, AOC), Monk ©, Quahog, R Crab, Scup, S Clam, Skate, SMB, Tilefish	MA offshore lobster non trap, scallop shucking, squid, herring;	None
1110	Bluefish, Dogfish, Herr (D), GC Scallop, Lobst (1), Monk ©, Quahog, R Crab, S Clam, Skate, SMB, Tilefish	MA offshore lobster non-trap, scallops shucking	None

1115	Bluefish, Dogfish, Herr (D), Lobst (1), Monk (D), R Crab, Skate, SMB, Tilefish	ME Comm fishing/crew;MA offshore lobster nontrap, scup, sea herring, shellfish, scallop shucking	None
1122	Bluefis, Dogfish, Fluke, Herr (D), Lobst (1), Monk ©, R Crab, Skate, SMB, Tilefish	MA Offshore lobster nontrap, northern shrimp, scallop shucking, str bass, dogfish,	None
1139	Bluefish, BS Bass, Dogfish, Fluke, Herr (D), Lobst (1), Monk (E), R Crab, Scup, Skate, SMB, Tilefish	None	None
1140	Bluefish, Dogfish, Herr (D), Lobst (1), Monk ©, R Crab, Skate, SMB, Tilefish	None	None
1144	Bluefish, Dogfish, Herr (D), GC Scallop, Lobst (1), Monk ©, Quahog, R Crab, Scup, S Clam, Skate, SMB, Tilefish	MA offshore lobster non-trap, sea bass, sea herring, shellfish, scallop shucking,	None
1150	Bluefish, Dogfish, Fluke, Herr (A), GC Scallop, Lobst (1), Monk (D), Quahog, R Crab, S Clam, Skate, SMB, Tilefish	MA offshore lobster non-trap, shellfish, scallop shucking, fluke, scup; ME comm fishing herring, dogfish, CT comm FV, RI comm vessel,	410417
1156	Bluefish, Dogfish,Herring (D), Lobster (1), Monk (C), R Crab,Skate,SMB,Tilefish	None	None
1171	Bluefish, Dogfish, Fluke, Herr (D), GC Scallop, Lobst (1), Monk (C), Quahog, R Crab, S Clam, Skate, SMB, Tilefish	MA offshore lobster non-trap, sea bass, herring, scallops shucking, shellfish, fluke	None
1234	Bluefish, BSB,Dogfish, Fluke, Herr (D), GC Scallop, Lobst (1), Monk (C),Quahog,RCrab, scup, sudf clam, Skate, SMB,Tile	None	None
1257	Bluefish, Dogfish, Herr (D), Lobst (A, 1A), Monk (E), Skate, SMB, Tilefish	None	None
1363	Bluefish, BS Bass, Dogfish, Fluke, Herr (D), GC Scallop, Lobst (1), Monk ©, Quahog, R Crab, Scup, S Clam, Skate, SMB, Tilefish	ME comm fishing/crew, herr.,shrimp, MA offshore lobster non trap, scallop shucking	None
1423	Bluefish, Dogfish, Fluke, Monk (D), Quahog, R Crab, Scup, S Clam, Skate, SMB, Tilefish	None	none
1443	Bluefish, Dogfish, Herr (D), Lobst(1, A1), Monk (E), Quahog, R Crab, S Clam, Skate, SMB, Tilefish	ME comm fishing, MA offshore lobster, non-trap, scallop shucking;	None
1539	Bluefish, BS Bass, Dogfish, Fluke, Herr (D), Monk (E), R Crab, Scup, Skate, SMB, Tilefish	None	None
1579	Bluefish, Dogfish, Herr ©, Lobs (1, A1), Monk (D), R Crab, Skate, SMB, Tilefish	MA Boat 0-59 ft, offshore lobster non trap, scallop shucking, squid, herring;NH	None

1592	Bluefish, Dogfish, Herr (D), Lobst (1), Monk (E), R Crab, Skate, Tilefish	None	None
1696	Bluefish, Dogfish, Herr (D), Monk ©, R Crab, Skate, SMB, Tilefish	None	None
1763	Bluefish, Dogfish, Herr (D), Monk (E), R Crab, Skate, SMB, Tilefish	None	None
1808	Dogfish, Fluke, Herr (D), Lobst (1), Monk (D), Skate, SMB, Tilefish	None	None
1881	Dogfish, Herr (D), Lobst (A1), Monk (E), SMB	ME comm fishing/crew, dogfish, herring, whelk, comm shrimp/crew, Lobster	None
1894	Bluefish, Dogfish, Herr (D), Lobst (1, A3), Monk (D), R Crab, Skate, SMB	None	None
1952	Bluefish, Dogfish, Fluke, Herr (A), GC Scallop, Lobst (1), Monk (C_), Quahog, R Crab, S Clam, Skate, SMB, Tilefish	ME: comm fishing, herring, dogfish; RI comm vessel, CT comm landing, MA offshore lobster non-trap, scallop shucking, fluke, scup	None
1977	Bluefish, Dogfish, Fluke, Herr (D), GC Scallop, Monk (D), R Crab, Skate, SMB, Tilefish	MA boat 0-59 ft. offshore lobster non trap, scallop shucking, squid,	None
2453	Bluefish, Dogfish, Herr (D), Lobs (1, A1), Monk (E), Scup, Skate, SMB, Tilefish	ME comm fishing /crew, comm shrimp/crew, scallop dragger, MA offshore lobster non trap	None
[Permit] 149577	Bluefish, Dogfish, Lobs (1, 3), Monk (E),	Lobster	None
145	BLUEFISH, SPINY DOGFISH, HERRING AMERICAN LOBSTER MONKFISH - INCIDENTAL CATEGORY E OCEAN QUAHOG RED CRAB SURF CLAM SKATE SQUID/BUTTERFISH - INCIDENTAL ATLANTIC MACKEREL TILEFISH Dogfish, Monfish (E), Skate	None	None
2482		None	None
129	Bluefish, Dogfish, Herr, Lobster, Monfish (E), Skate, Tilefish	None	None
19021	Bluefish, Dogfish, Lobs (1, 3), Monk (E), Squid/Butterfish, Atlantic Mackerel	None	None
[Permit] 330496	Lobs (1), Monk (C)	None	None

1099	BLUEFISH, SPINY DOGFISH, BLACK SEA BASS, HERRING AMERICAN LOBSTER MONKFISH - CATEGORY C OCEAN QUAHOG RED CRAB SCUP, SCALLOP (LAGC) SKATE SQUID/BUTTERFISH - MORATORIUML ATLANTIC MACKEREL TILEFISH	None	None
19021	Bluefish, Dogfish, Lobs (1), Monk (E),Squid/Butterfish, Atlantic Mackerel	None	None

**THE SUSTAINABLE HARVEST SECTOR
SECTOR OPERATIONS PLAN FOR FISHING YEAR MAY 2014-APRIL 2015**

The undersigned has executed the Agreement known as the Sustainable Harvest Sector Operations Plan for the fishing year May 2014 – April 2015, as of the date written below.

Permit #	Moratorium Right ID	Permit Name
149549	1091	TRIUMPH
149839	1139	134FL
149842	1115	134FM
149975	766	CAPE COD
150046	962	137CB
150083	659	UNNAMED
150306	564	1990 GALAXY
150391	574	1973 RIENELL
410355	1103	TERESA MARIE III
410452	1144	NOBSKA
410457	1077	HARMONY
410522	1171	MORUE
410537	628	TERESA MARIE IV

Name James O'Dell

Capacity (owner, president, etc) owner/president.

Signature James O'Dell

Date Feb 24, 2014

O SI PAU

THE SUSTAINABLE HARVEST SECTOR
SECTOR OPERATIONS PLAN FOR FISHING YEAR MAY 2014-APRIL 2015

The undersigned has executed the Agreement known as the Sustainable Harvest Sector Operations Plan for the fishing year May 2014 – April 2015, as of the date written below.

Permit #	Moratorium Right ID	Permit Name	
150578	326	TONI ANNE	✓
250603	422	BLUE WATER III	✓
250631	424	LORI ANN	✓
310422	518	JERRY & JOE	
310510	534	CHRISTINA CAROL	✓
320712	671	PAULO MARC (PACKER II, 151095)	✓
320885	478 518	TARA LYNN II (STARCRAFT, 149567)	✓
149567	478	STARCRAFT	✓

Name David J. Osier

Capacity (owner, president, etc) President

Signature David J. Osier

Date 02/26/14

**THE SUSTAINABLE HARVEST SECTOR
SECTOR OPERATIONS PLAN FOR FISHING YEAR MAY 2014-APRIL 2015**

The undersigned has executed the Agreement known as the Sustainable Harvest Sector Operations Plan for the fishing year May 2014 – April 2015, as of the date written below.

Permit #	Moratorium Right ID	Permit Name
330504	876	LINDA
410212	1021	SAMMY JO
410401	1122	MARIA/JO-ANN

Name Frank Palania

Capacity (owner, president, etc) owner

Signature Frank Palania

Date 2/18/14

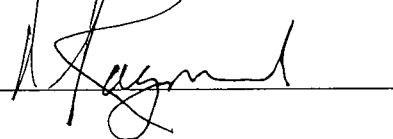
**THE SUSTAINABLE HARVEST SECTOR
SECTOR OPERATIONS PLAN FOR FISHING YEAR MAY 2014-APRIL 2015**

The undersigned has executed the Agreement known as the Sustainable Harvest Sector Operations Plan for the fishing year May 2014 – April 2015, as of the date written below.

Permit #	Moratorium Right ID	Permit Name
149755	808	ADAM & JOSEPH
150277	883	MAGGIE J
150908	120	DETERMINED
150972	517	FAVORITE SON
151086	59	BAILED OUT
310421	747	FLIGHT 1
410369	1110	OLYMPIA

Name M. Raymond

Capacity (owner, president, etc) owner

Signature 

Date 2-21-14

RHPHI

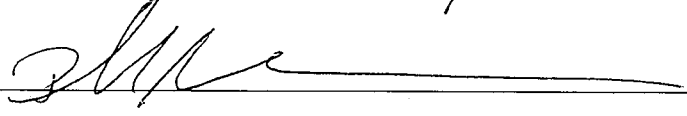
**THE SUSTAINABLE HARVEST SECTOR
SECTOR OPERATIONS PLAN FOR FISHING YEAR MAY 2014-APRIL 2015**

The undersigned has executed the Agreement known as the Sustainable Harvest Sector Operations Plan for the fishing year May 2014 – April 2015, as of the date written below.

Permit #	Moratorium Right ID	Permit Name
150773	821	SEA BREEZE TOO

Name Philip Ruhl

Capacity (owner, president, etc) owner / president

Signature 

Date 2-20-14

Rusmk

**THE SUSTAINABLE HARVEST SECTOR
SECTOR OPERATIONS PLAN FOR FISHING YEAR MAY 2014-APRIL 2015**

The undersigned has executed the Agreement known as the Sustainable Harvest Sector Operations Plan for the fishing year May 2014 – April 2015, as of the date written below.

Permit #	Moratorium Right ID	Permit Name
147091	145	GULF VENTURE
150041	129	ZACH N ABBIE
150359	2482	SUSAN LEE

Name Michael A. Russo

Capacity (owner, president, etc) Owner

Signature Michael A. Russo

Date 2/18/14

SANTON

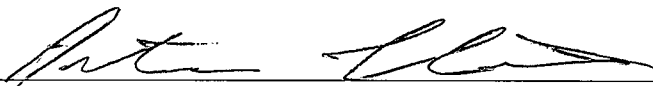
**THE SUSTAINABLE HARVEST SECTOR
SECTOR OPERATIONS PLAN FOR FISHING YEAR MAY 2014-APRIL 2015**

The undersigned has executed the Agreement known as the Sustainable Harvest Sector Operations Plan for the fishing year May 2014 – April 2015, as of the date written below.

Permit #	Moratorium Right ID	Permit Name
330181	738	T LUIS

Name ANTONIO L. SANTOS

Capacity (owner, president, etc) PRES

Signature 

Date 2/22/14

TETBUS

**THE SUSTAINABLE HARVEST SECTOR
SECTOR OPERATIONS PLAN FOR FISHING YEAR MAY 2014-APRIL 2015**

The undersigned has executed the Agreement known as the Sustainable Harvest Sector Operations Plan for the fishing year May 2014 – April 2015, as of the date written below.

Permit #	Moratorium Right ID	Permit Name
250547	413	ROBERT-MICHAEL

Name Robert M. Tetrauit
Capacity (owner, president, etc) owner / president
Signature Robert M. Tetrauit
Date February 22, 2014

THEDW

**THE SUSTAINABLE HARVEST SECTOR
SECTOR OPERATIONS PLAN FOR FISHING YEAR MAY 2014-APRIL 2015**

The undersigned has executed the Agreement known as the Sustainable Harvest Sector Operations Plan for the fishing year May 2014 – April 2015, as of the date written below.

Permit #	Moratorium Right ID	Permit Name
150043	434	FOXY GIRL
310354	508	LAUREN DOROTHY II

Name Edward B Thorbjornson

Capacity (owner, president, etc) owner

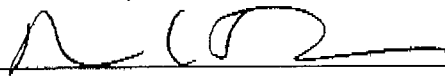
Signature Edward B Thorbjornson

Date 2-20-14

THW MAT


**THE SUSTAINABLE HARVEST SECTOR
SECTOR OPERATIONS PLAN FOR FISHING YEAR MAY 2014-APRIL 2015**

The undersigned has executed the Agreement known as the Sustainable Harvest Sector Operations Plan for the fishing year May 2014 – April 2015, as of the date written below.

Permit #	Moratorium Right ID	Permit Name
149577	197	STEURY
150576	1808	FAIR WIND (RIG A JIG; 150576) going into Down East Sector
		

Name Matthew W Thomsen

Capacity (owner, president, etc) owner

Signature 

Date 3/3/2014

VIA FPAU

**THE SUSTAINABLE HARVEST SECTOR
SECTOR OPERATIONS PLAN FOR FISHING YEAR MAY 2014-APRIL 2015**

The undersigned has executed the Agreement known as the Sustainable Harvest Sector Operations Plan for the fishing year May 2014 – April 2015, as of the date written below.

Permit #	Moratorium Right ID	Permit Name
240770	1977	DONNA JEAN II

Name Paul G Vafides

Capacity (owner, president, etc) President

Signature Paul G Vafides

Date 02-25-2014

WVMPZ

**THE SUSTAINABLE HARVEST SECTOR
SECTOR OPERATIONS PLAN FOR FISHING YEAR MAY 2014-APRIL 2015**

The undersigned has executed the Agreement known as the Sustainable Harvest Sector Operations Plan for the fishing year May 2014 – April 2015, as of the date written below.

Permit #	Moratorium Right ID	Permit Name
149454	472	UNNAMED
150371	834	WILLIE V
330392	842	BLACK BEAUTY

Name _____

Capacity (owner, president, etc) OWNER

Signature William H. Vicks

Date 3/3/14

KELTUM

**THE SUSTAINABLE HARVEST SECTOR
SECTOR OPERATIONS PLAN FOR FISHING YEAR MAY 2014-APRIL 2015**

The undersigned has executed the Agreement known as the Sustainable Harvest Sector Operations Plan for the fishing year May 2014 – April 2015, as of the date written below.

Permit #	Moratorium Right ID	Permit Name
150276	442	LUCKY DUCK
150537	436	NUTMEG
150604	1592	JESSICA K
150635	1539	WILD WILLY
242536	412	SHANNON KRISTINE
251242	526	AMERICAN HERITAGE
330496	872	TWO MEGS

Name THOMAS P KELLY

Capacity (owner, president, etc) SHARE HOLDER

Signature 

Date 2/24/14

KAAAMAH

**THE SUSTAINABLE HARVEST SECTOR
SECTOR OPERATIONS PLAN FOR FISHING YEAR MAY 2014-APRIL 2015**

The undersigned has executed the Agreement known as the Sustainable Harvest Sector Operations Plan for the fishing year May 2014 – April 2015, as of the date written below.

Permit #	Moratorium Right ID	Permit Name
330251	765	ALMAHROSA

Name MAHMOUD KHALIL

Capacity (owner, president, etc) owner

Signature 

Date 3-3-14

Name Michael Leary
 Capacity (owner, president, etc) owner
 Signature [Handwritten Signature]
 Date 2/19/14

Permit #	Moratorium Right ID	Permit Name
250830	653	PAMET
146819	441	LORIB

The undersigned has executed the Agreement known as the Sustainable Harvest Sector Operations Plan for the fishing year May 2014 – April 2015, as of the date written below.

**THE SUSTAINABLE HARVEST SECTOR
 SECTOR OPERATIONS PLAN FOR FISHING YEAR MAY 2014-APRIL 2015**

LEARY

LEESTE

**THE SUSTAINABLE HARVEST SECTOR
SECTOR OPERATIONS PLAN FOR FISHING YEAR MAY 2014-APRIL 2015**

The undersigned has executed the Agreement known as the Sustainable Harvest Sector Operations Plan for the fishing year May 2014 – April 2015, as of the date written below.

Permit #	Moratorium Right ID	Permit Name
310504	532	KIRSTEN LEE

Name Stephen
Lee

Capacity (owner, president, etc)
president

Signature
/s/stephenlee

Date
3/3/14

LEETON

**THE SUSTAINABLE HARVEST SECTOR
SECTOR OPERATIONS PLAN FOR FISHING YEAR MAY 2014-APRIL 2015**

The undersigned has executed the Agreement known as the Sustainable Harvest Sector Operations Plan for the fishing year May 2014 – April 2015, as of the date written below.

Permit #	Moratorium Right ID	Permit Name
330517	879	SEEL
410210	1019	TROPICO

Name ALBERT C LEES (Toby)

Capacity (owner, president, etc) owner + pres.

Signature Albert C Lees

Date 2/20/14

LOVMEK

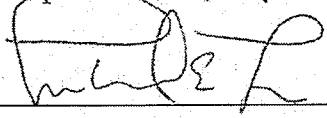
**THE SUSTAINABLE HARVEST SECTOR
SECTOR OPERATIONS PLAN FOR FISHING YEAR MAY 2014-APRIL 2015**

The undersigned has executed the Agreement known as the Sustainable Harvest Sector Operations Plan for the fishing year May 2014 – April 2015, as of the date written below.

Permit #	Moratorium Right ID	Permit Name
149844	718	MOXIE FUN
149890	559	1975 SEA NYMPH
330774	709	TITAN

Name Michael Love

Capacity (owner, president, etc) President Love Fisheries Inc.

Signature 

Date 1-2-14

LOZJET

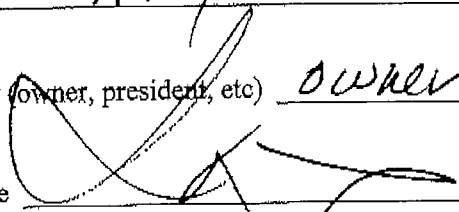
**THE SUSTAINABLE HARVEST SECTOR
SECTOR OPERATIONS PLAN FOR FISHING YEAR MAY 2014-APRIL 2015**

The undersigned has executed the Agreement known as the Sustainable Harvest Sector Operations Plan for the fishing year May 2014 – April 2015, as of the date written below.

Permit #	Moratorium Right ID	Permit Name
150851	3	TRALICE
151483	19021	HAWSER

Name Jeffrey Lozier dba (Lozier Logic, INC)

Capacity (owner, president, etc) owner

Signature 

Date 3/3/2014

MAY 2014

THE SUSTAINABLE HARVEST SECTOR
SECTOR OPERATIONS PLAN FOR FISHING YEAR MAY 2014-APRIL 2015

The undersigned has executed the Agreement known as the Sustainable Harvest Sector Operations Plan for the fishing year May 2014 – April 2015, as of the date written below.

Permit #	Moratorium Right ID	Permit Name
149133	493	F/V BUSTER B
149495	1763	SEA NYMPH
149515	814	UNNAMED
250428	390	JESSE
320722	1443	ISABELLA & AVA
330508	877	CAPTN MARK
330519	880	CAPTN JAKE

Name Doug Mayo

Capacity (owner, president, etc) owner

Signature [Signature]

Date 2.20.14

**THE SUSTAINABLE HARVEST SECTOR
SECTOR OPERATIONS PLAN FOR FISHING YEAR MAY 2014-APRIL 2015**

The undersigned has executed the Agreement known as the Sustainable Harvest Sector Operations Plan for the fishing year May 2014 – April 2015, as of the date written below.

Permit #	Moratorium Right ID	Permit Name
149805	1054	ABBY
150766	650	UNNAMED 12 SKIFF
320470	631	DIANNE LYNN II
330516	1363	AARON & MELISSA II
410349	1099	WILLIAM LYNN
149805	1004	MELISSA

Name Bartley William Mcneel

Capacity (owner, president, etc) President

Signature Bartley W. Mcneel

Date 2-18-14

ODLCTR

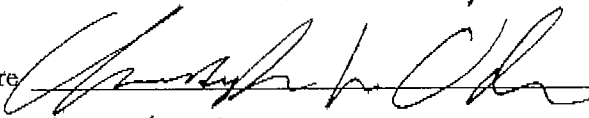
**THE SUSTAINABLE HARVEST SECTOR
SECTOR OPERATIONS PLAN FOR FISHING YEAR MAY 2014-APRIL 2015**

The undersigned has executed the Agreement known as the Sustainable Harvest Sector Operations Plan for the fishing year May 2014 – April 2015, as of the date written below.

Permit #	Moratorium Right ID	Permit Name
149560	804	F/V SEA NYMPH
149649	231	CRESTLINER
150235	1894	UNNAMED
250483 151541	401	BETHANY JEAN SEARS
320541	572	LYDIA & MAYA

Name Christopher M. Odlin

Capacity (owner, president, etc) President/owner

Signature 

Date 02/18/14

ALETER

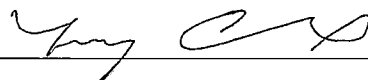
**THE SUSTAINABLE HARVEST SECTOR
SECTOR OPERATIONS PLAN FOR FISHING YEAR MAY 2014-APRIL 2015**

The undersigned has executed the Agreement known as the Sustainable Harvest Sector Operations Plan for the fishing year May 2014 – April 2015, as of the date written below.

Permit #	Moratorium Right ID	Permit Name
118724	2453	RACHEL T
150350	569	JOLY
150423	241	HUNKY DORY
150599	913	2007 JOHNSON
330708	557	THE JOCKA

Name Jordan Lynn Inci

Capacity (owner, president, etc) President

Signature 

Date 2/18/14

ALEMAR

THE SUSTAINABLE HARVEST SECTOR
SECTOR OPERATIONS PLAN FOR FISHING YEAR MAY 2014-APRIL 2015

The undersigned has executed the Agreement known as the Sustainable Harvest Sector Operations Plan for the fishing year May 2014 - April 2015, as of the date written below.

Permit #	Moratorium Right ID	Permit Name
149492	353	POINTER
250512	407	DE DEE MAE II

Name MARSHALL E. ALEXANDER

Capacity (owner, president, etc) OWNER / PRESIDENT

Signature Marshall E. Alexander

Date 03/05/14

AMTAS

**THE SUSTAINABLE HARVEST SECTOR
SECTOR OPERATIONS PLAN FOR FISHING YEAR MAY 2014-APRIL 2015**

The undersigned has executed the Agreement known as the Sustainable Harvest Sector Operations Plan for the fishing year May 2014 – April 2015, as of the date written below.

Permit #	Moratorium Right ID	Permit Name
320304	1234	ALYSSA & ZACHARY

Name Adelino Albert Antonio

Capacity (owner, president, etc) Owner

BEI mAR

**THE SUSTAINABLE HARVEST SECTOR
SECTOR OPERATIONS PLAN FOR FISHING YEAR MAY 2014-APRIL 2015**

The undersigned has executed the Agreement known as the Sustainable Harvest Sector Operations Plan for the fishing year May 2014 – April 2015, as of the date written below.

Permit #	Moratorium Right ID	Permit Name
128672	851	NIGHTOWL
131009	338	MR BAXTER
149504	530	PHILLIS
330448	670	JENNIFER & EMILY
410574	1028	RUTH & PAT

Name Mark C Bichrest Margaret F Inc

Capacity (owner, president, etc) President / owner

Signature *Mark Bichrest* President

Date 3/4/14

BRAMANTIC

**THE SUSTAINABLE HARVEST SECTOR
SECTOR OPERATIONS PLAN FOR FISHING YEAR MAY 2014-APRIL 2015**

The undersigned has executed the Agreement known as the Sustainable Harvest Sector Operations Plan for the fishing year May 2014 – April 2015, as of the date written below.

Permit #	Moratorium Right ID	Permit Name
330552	895	TRIPOLINA
410357	1104	JOAN MARGUERITE

Name James Bramant JAMES BRAMANTIC

Capacity (owner, president, etc) President

Signature James Bramant

Date 03-04-2014

CARVER

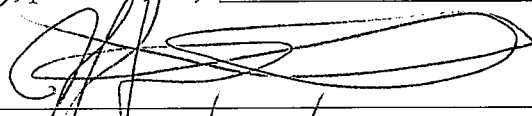
**THE SUSTAINABLE HARVEST SECTOR
SECTOR OPERATIONS PLAN FOR FISHING YEAR MAY 2014-APRIL 2015**

The undersigned has executed the Agreement known as the Sustainable Harvest Sector Operations Plan for the fishing year May 2014 – April 2015, as of the date written below.

Permit #	Moratorium Right ID	Permit Name
150611	1852	SALLY J

Name Jeff Carver

Capacity (owner, president, etc) OWNER

Signature 

Date 2/22/14

CAR MAT

**THE SUSTAINABLE HARVEST SECTOR
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Permit #	Moratorium Right ID	Permit Name
149637	1257	COLE & KATHERINE
150309	1696	2007 TRACKER
321079	417	ANGELA MICHELLE

Name Matthew J. Carter

Capacity (owner, president, etc) Owner, President

Signature M. J. Carter

Date 3/1/14

CIOANG

THE SUSTAINABLE HARVEST SECTOR
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Permit #	Moratorium Right ID	Permit Name
150287	1156	1975 SILVERLINE

Name Angelo Ciocca

Capacity (owner, president, etc) owner

Signature Angelo Ciocca

Date 2/18/14

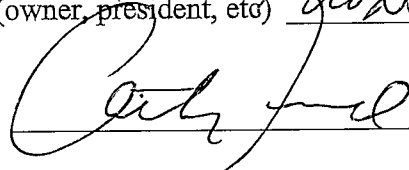
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Permit #	Moratorium Right ID	Permit Name
146646	1579	RHIANNON RAE II

Name ANTHONY FERNANDES

Capacity (owner, president, etc) OWNER

Signature 

Date 2-18-14

FORJIM

**THE SUSTAINABLE HARVEST SECTOR
SECTOR OPERATIONS PLAN FOR FISHING YEAR MAY 2014-APRIL 2015**

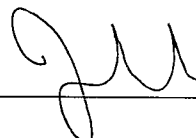
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Permit #	Moratorium Right ID	Permit Name
149776	408	STAR
150204	426	STARCRAFT
150464	219	STARCRAFT II
250431	391	ANCOVA PRATA Now LISA ANN III
251690	297	LISA ANN II
240880	391	LISA ANN III

Active ↗

Name Jim Faval F/V LISA ANN FISHERIES LLC

Capacity (owner, president, etc) owner/manager

Signature 

Date 2/20/14

FREEMAN

RECEIVED [illegible]

Project #	Project Name	Project Status	Project Location	Project Date	Project Notes

Mark Freeman

Owner

Mark Freeman

3/3/14

Hammond

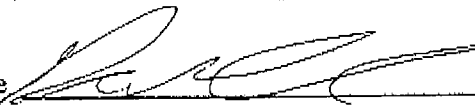
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Permit #	Moratorium Right ID	Permit Name
250716	1881	KATIE & SARAH

Name *Dana Hammond*

Capacity (owner, president, etc) *owner*

Signature 

Date *3/3/14*

HUNTER

**THE SUSTAINABLE HARVEST SECTOR
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Permit #	Moratorium Right ID	Permit Name
310289	499	CAVALIER

Name CAVALIER INC.

Capacity (owner, president, etc) President

Signature Keuretta Hunt

Date 2-22-14

JORALL

**THE SUSTAINABLE HARVEST SECTOR
SECTOR OPERATIONS PLAN FOR FISHING YEAR MAY 2014-APRIL 2015**

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Permit #	Moratorium Right ID	Permit Name
150060	321	OLIVER
150843	601	CRESTLINER
320903	685	JAMIE & ASHLEY
320944	688	THERESA & ALLYSON

Name Allison Jordan

Capacity (owner, president, etc) Secretary / Director

Signature [Handwritten Signature]

Date 2/20/14

KAWAT

**THE SUSTAINABLE HARVEST SECTOR
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Permit #	Moratorium Right ID	Permit Name
149872	1140	SPECIAL K
410527	1952	MARY K
410538	1150	MORAGH K

Name Lawrence P. Kavanaugh Jr, K+K Fishing Corp

Capacity (owner, president, etc) President, K+K Fishing Corp

Signature [Handwritten Signature] President, K+K Fishing Corp

Date 2/16/14

CAMCAR

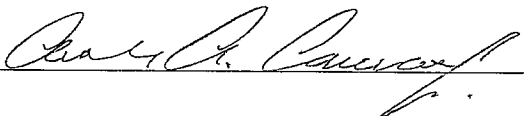
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Permit #	Moratorium Right ID	Permit Name
330526	882	Boat Bonansa Inc

Name Carlos Camaras

Capacity (owner, president, etc) owner

Signature 

Date JAN 27 2014

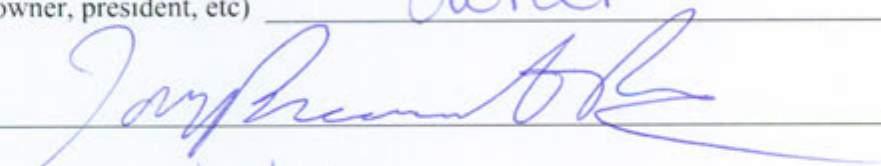
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Permit #	Moratorium Right ID	Permit Name
410106	965	CAPT MANO

Name Tory Bramante

Capacity (owner, president, etc) owner

Signature 

Date 3/5/14

FREEMAN

PROPERTY INFORMATION

Parcel #	Legal Description	Assessed Value
149593	1423	Next Generation

Mark Freeman

Owner

Mark Freeman

3/3/14

Operationalizing Open-Source Electronic Monitoring Systems in New England Groundfish Sectors

Project Objectives

- Through collaboration between Ecotrust Canada, Gulf of Maine Research Institute, The Nature Conservancy and Maine Coast Community Sector, a cost effective Electronic Monitoring (EM) system will be developed and operationalized in the New England groundfish fishery to meet federal technical specifications and collect data comparable to the At Sea Monitor (ASM) program of the National Marine Fisheries Service (NMFS).

Project Overview

- Test open-source EM technology on seven active groundfish vessels of two different gear types (gillnet and trawl).
- Compare data collected by EM systems with those self-reported by the fisherman participants and with those collected by the NMFS Northeast Fishery Observer Program (NEFOP) and ASM programs.
- Test the feasibility of integrating EM data with haul-by-haul fishing log data, electronically.
- Further the work commissioned by NMFS in EM weight estimation and species identification by applying length to weight relationships and volumetric methodology in an operational environment.
- Transfer knowledge through partnerships and to increase the capacity for the support of EM programs in New England.

Data Collection

All vessels: Hardware Components

- Central control box
 - 32 GB solid state OS hard drive
 - 500 GB solid state removable data drive
 - Uninterrupted power supply (UPS)
- Keyboard & monitor
- GPS
- Hydraulic pressure sensor
- Three digital (IP) cameras
- Powered IP switch

Selected vessels: On four vessels one of the following additional fishing activity sensors will be installed:

1. Digital haul effect sensor
2. Analog haul effect sensor
3. Reflective optical sensor
4. Distance sensor

Software Configuration

- Data is logged from the GPS and hydraulic pressure sensor every second while system powered.
- High frame-rate video capture triggered by hydraulic sensor at the start of fishing activity. On selected vessels high frame-rate video capture could be triggered by an additional sensor.
- Video capture drops to low-frame after a pre-determined duration once sensor(s) have indicated that fishing activity has ended.
- The video from camera 1 with a view of the entire deck is captured at 5 frames per second (fps) with the H264 codec.
- The video from camera 2 with a close up view of the discard area is captured at 10 fps with the H264 codec.
- The video from camera 3 with an outboard view of rail discards is captured at 10 fps with the H264 codec.
- Project logbook data will be captured by participating captains on a haul-by-haul basis in the EM systems integrated eLog or through an existing method (FLNDRS or paper log).

Fish Handling Procedures

- All discards must be handled in view of the discard camera.
- For species where discarding using the chute or regular discard area (i.e. large skates or sharks), the discarding must occur in the area of the rail/deck that is captured by the third camera.
- On a trawl vessel, Annual Catch Entitlement (ACE) managed species to be discarded are either sorted by species into baskets or fish are placed on a measurement grid (marked on the deck, sorting table, or discard chute).
- On a gillnet vessel, ACE managed species will be placed in a parallel orientation in relation to the measuring device on the conveyor belt.
- All non-compliant fish to be discarded will be returned to the sea as soon as practicable once data collection has occurred.

Data Handling

- EM system hard drives will store up to 4 – 6 weeks of data.
- Hard drives will be retrieved on a weekly basis.
- The data from each hard drive will be copied and archived then uploaded to a server and accessed securely over the Internet for analysis.
- When logbook data has not been entered directly into the eLog integrated with the EM system or collected by ASM/NEFOP programs it will be converted into an appropriate format for analysis.
- At the end of the project, all raw project data will be destroyed except for the raw data released by the project participants (e.g., sample video clips approved by the vessel owner).

Data Analysis

Sensor Data Analysis

- 100% of the sensor data will be automatically analysed to identify hauls.

- Hauls identified in the EM data will be automatically aligned with hauls reported in the logbook and when available hauls identified by the ASM/NEFOP programs.
- An analyst will verify the data alignment.

Video Analysis

- 10% of the hauls from each uploaded batch of data will be video reviewed.
- For each haul reviewed the following will be recorded;
 - A visual weight *estimate* for each retained species. These weight estimates will be based on either individual fish counts or basket counts depending on species and gear type.
 - The species, life status and treatment of each incidental take of a marine mammal or protected species, and
 - For all discarded ACE managed species a length per fish or an estimate of their volume (measured through basket capacity).
- Fish length will be converted to weights using accepted weight to length ratios by species and volumes will be converted to weights using appropriate densities for each species measured.

Data Comparison

- The following data will be compared at the haul level between EM and logbook and the ASM/Observer program when available;
- The date, time and location of each haul and when possible each set,
- All estimated retained weights by species,
- Incidental takes, and
- ACE managed discarded species weights.
- Each comparison will be reported to participants in an effort to improve logbook self-reporting.

Final Report

- Will include objectives, methods, results, discussion and conclusion.
- Results will include a detailed analysis of:
 - How the EM system performed on each vessel,
 - The quality of data collected, and
 - The comparisons between logbook and ASM/Observer and EM data.

For any questions on general electronic monitoring project inquires please contact:

Rachel Long, Gulf of Maine Research Institute
Phone (207) 228-1666 Email rlong@gmri.org

For further information on Ecotrust Canada's electronic monitoring systems please contact:

Amanda Barney, Ecotrust Canada
Phone (250) 624-4191 Email amanda@ecotrust.ca

Participating Vessels in the Sustainable Harvest Sector

Owner	Vessel	MRI	Permit
Terry Alexander	Rachel T	ME685GG	