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**NORTHEAST COASTAL COMMUNITIES SECTOR
MEMBERSHIP AGREEMENT AND OPERATIONS PLAN**

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Fishing Years 2015 - 2016

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This Membership Agreement and Operations Plan ("Agreement") is entered into as of this 2nd day of September, 2014 by and among the permit owners who have signed this Agreement on the signature pages hereto, and any other permit owners that are admitted pursuant to the terms of this Agreement (each, a "Member" and, collectively, the "Members").

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RECITALS

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WHEREAS, sectors, combined with a permit bank, offer the opportunity for fishermen to preserve access to the groundfishery and to ensure a future for their coastal fishing communities;

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WHEREAS, Amendment 13 to the Northeast Multispecies Fishery Management Plan (such amendment shall hereinafter be referred to as "Amendment 13" and the plan shall be referred to as the "Plan") authorized the formation of sectors and authorized the Regional Administrator of the National Marine Fisheries Service ("NMFS") to (i) approve a proposal for the formation of such sector, (ii) approve a legally binding operations plan and (iii) allocate a percentage of the total allowable catch of groundfish species regulated by the Plan to the sector;

WHEREAS, Amendment 16 to the Plan ("Amendment 16") modified and expanded the requirements established for sector formation and operations established by Amendment 13, and has been in effect since May 1, 2010.

WHEREAS, the New England Fisheries Management Council established procedures to approve new sectors, and the Members elected to take advantage of the option to participate in a sector and thereby: (i) rationalize their fishing effort by controlling the pace of their fishing operations; (ii) increase the amount of product per ton of fish harvested through more efficient harvesting practices; and (iii) improve their conservation practices through a reduction in their incidental catch of non-target species and through use of alternative gear types;

WHEREAS, the Martha's Vineyard Dukes County Fishermen's Association timely submitted an application expressing interest in forming a sector known as the "Martha's Vineyard Community Sector" and subsequently worked with the Penobscot East Resource Center to develop a broader sector constituency in order to benefit Northeast coastal communities;

WHEREAS, the Members desire to form the Northeast Coastal Communities Sector (the "Sector") as a not-for-profit entity in full compliance with the Plan sector requirements in order: (i) to obtain an aggregated sector allocation of groundfish species regulated by the Plan, and to sub-allocate such aggregated sector allocation among the Members and/or their permits and vessels, (ii) to participate in Special Access Programs ("SAPs") in closed areas to the extent that such SAPs are available to the Sector and (iii) to take such actions as may be necessary to ensure that the Sector, its Members and their vessels

1 conduct groundfish harvesting activities in compliance with the Plan and the Magnuson-
2 Stevens Fishery Conservation and Management Act (the "Act"), as amended from time to
3 time, and applicable regulations promulgated by NMFS;

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5 **NOW, THEREFORE**, in consideration of the mutual benefits conferred by this
6 Agreement, the receipt and sufficiency of which are hereby acknowledged, the Members
7 agree as follows:

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10 **ARTICLE I - Representations and Warranties of the Members**

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

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15 **Section 1.01 Eligibility**

16 1.01.1. Each Member has been issued one or more valid limited access multispecies
17 permit(s) ("Permit") and intends to enroll the Permit(s) in the Sector.

18 1.01.2. The Member's Permit is based on documented landings of regulated species
19 between May 1, 1996, and April 30, 2007, which are the 1996 through 2006 fishing years
20 (such period of time shall hereinafter be referred to as the "Qualifying Period"). For the
21 purposes of this Agreement, the permit shall be deemed to include all harvesting rights,
22 privileges, or entitlements conferred by the permit on the permit holder, as well as all
23 fishing history associated with the permit in the subject fishery (the "Permit").

24 1.01.3. Each Permit which the Member intends to enroll in the Sector is listed on Exhibit
25 G to this Agreement.

26 1.01.4. Each Member has assigned its Permit to a Participating Vessel or confirmation of
27 permit history (CPH), which is also listed on Exhibit G with the corresponding Permit.
28 Notwithstanding the list of Participating Vessels set forth on the signature pages hereto,
29 for purposes of this Agreement, "Participating Vessel" shall mean the vessel to which a
30 Member's Permit applies at any given time.

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32 **Section 1.02 Organization and Authority**

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34 1.02.1. Each Member, to the extent that it is an entity, is duly organized, validly existing
35 and in good standing in its state of organization and has all authority, corporate or
36 otherwise, to enter into this Agreement on its own behalf and on behalf of the Permits
37 and the Participating Vessels that it represents.

38 1.02.2. This Agreement constitutes a legally valid and binding obligation of each
39 Member, enforceable against such Member in accordance with its terms.

40 1.02.3. Each Member represents that there are no restrictions or sanctions on the
41 Member, its Participating Vessel(s), or Permit(s) that would prevent the Member, its
42 Participating Vessels or Permits from enrolling in the Sector and/or complying with the
43 terms of this Agreement.

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ARTICLE II – Duty of Cooperation

Section 2.01 Sector Agreement and Its Purposes

2.01.1. The Members acknowledge that the purpose of this Agreement is to enable the Sector and its Members, subject to this Agreement, and consistent with the Articles of Incorporation and the Bylaws of the Sector, to harvest an annual percentage of the Plan Total Allowable Catch (“TAC”) pursuant to the Sector Allocation procedures of 50 CFR section 648.87(a) et seq., as amended from time to time.

2.01.2. The Members acknowledge the proposed changes to the Plan and controlling regulations, and the constant potential for changes in regulations in the intensively regulated groundfish fishery, and the need to cooperate with potential changes to this Agreement in order to adapt to those changes.

2.01.3. The Members agree to use good faith and all reasonable efforts to cooperate in any needed changes to this Agreement and any Harvest Plan in order to secure NMFS approval of the Sector, this Agreement, and any future Harvest Plan amendments, and in order to comply with the terms of the Act and its implementing regulations.

2.01.4. The Members acknowledge that a primary purpose of this Agreement is to reduce bycatch and to improve resource utilization. The Members acknowledge that fishing practices can affect bycatch and resource utilization rates. Therefore, Members also agree to use good faith and all reasonable efforts to conduct their fishing practices responsibly, in a manner consistent with the overall goals of the Sector.

ARTICLE III – Membership

Section 3.01 Voluntary Membership

3.01.1. The Members acknowledge that participation in the Sector is completely voluntary among the Members, their Permits and the related Participating Vessels.

3.01.2. Each Member acknowledges that the Member has had adequate opportunity to consult with legal counsel concerning the terms of this Agreement and the obligations of Members prior to execution of this Agreement.

Section 3.02 Scope of Membership Obligations

3.02.1. The obligations of the Members set forth in this Agreement shall only apply to the Permits and Participating Vessels, and shall not extend to any other permits or vessels owned by the Members that are not enrolled in the Sector pursuant to the terms of this Agreement.

3.02.2. If a Member transfers its Permit from the Participating Vessel to a new vessel during the term of this agreement, the new vessel shall be subject to the terms of this Agreement.

1 3.02.3. The Members acknowledge and agree that the Sector and its Members may, from
2 time to time, be permitted to participate in certain Special Access Programs (each an
3 "SAP") and that it may be necessary to modify or expand the scope of the obligations
4 under this Agreement in order to ensure that the Sector and its Members comply with the
5 rules relating to each such SAP. Therefore, the Members agree to execute any
6 amendments to this Agreement subject to the approval of NMFS, which may reasonably
7 be requested by the Sector or the Sector Manager in order to comply with the rules
8 relating to any such SAP, including, without limitation, any amendments that expand the
9 scope of the Members' obligations hereunder to apply to vessels and/or permits that are
10 not enrolled in the Sector.

11 3.02.4. The Members shall comply with all terms of this Agreement and its Operations
12 Plan ("Operations Plan"), including, but not limited to, any Sector Harvest Plan adopted
13 by the Board or Sector Manager in order to comply with applicable Sector laws and rules
14 ("Harvest Plan"). The Operations Plan is comprised of the following Exhibits to this
15 Agreement:

- 16 a. Exhibit A - Penalty Schedule
- 17 b. Exhibit B – Harvest Plan
- 18 c. Exhibit C – Sector Administration
- 19 d. Exhibit D – At Sea Monitoring Plan
- 20 e. Exhibit E – Dockside Monitoring Plan
- 21 f. Exhibit F – ACE Monitoring Plan
- 22 g. Exhibit G – List of Member Federal Permits
- 23 h. Exhibit H – List of Member State Permits
- 24 i. Exhibit I – Monitoring Service Provider Information
- 25 j. Exhibit J – Records Access Authorization

26 3.02.5. The Members shall cooperate and use their best efforts to ensure Sector
27 compliance with all applicable laws and rules.

28 3.02.6. The Members shall make all financial contributions and payments required by
29 this Agreement and by the Sector bylaws.

30 3.02.7. The Members shall cooperate fully with any Sector inquiry, investigation,
31 hearing or other proceeding to enforce the terms of this Agreement or to ensure
32 compliance with applicable laws or rules.

33 3.02.8. The Members agree to authorize the Sector to obtain records from NMFS
34 concerning the Member's fishing history and landings, and, by this Agreement, provide

1 the Sector with the authorization for NMFS record access attached as Exhibit J.

2 **Section 3.03 Length of Commitment**

3 3.03.1. Each Member hereby agrees to cause each of its Permits and the related
4 Participating Vessels to remain enrolled in the Sector for the term of this Agreement. (the
5 "Commitment Period").

6 3.03.2. If NMFS does not approve the Sector application and this Agreement, as the
7 same may be amended, for fishing year 2015, then the obligation of such Member under
8 this Agreement shall terminate effective as of the date of the Sector's receipt of the final
9 decision by NMFS to disapprove the Sector application, and the Member will remain in
10 the common pool under the Plan.

11 3.03.3. If NMFS approves this Agreement and the Sector application, the Members may
12 renew this Agreement for application to future fishing years, upon terms and condition
13 acceptable to the Members. Each Member must express their interest in renewal of the
14 Agreement by December 2, 2016.

15 3.03.4. The Members may withdraw from this Agreement solely for the purpose of
16 remaining in the common pool of vessels under the Plan up until December 31, prior to
17 the start of the fishing year for which this Agreement is valid.

18 3.03.5. Each Member acknowledges and agrees that 50 CFR Part 648.87 requires that
19 each of its Permits and the related Participating Vessels must remain in the Sector for the
20 entire fishing year in which such Permits and/or Participating Vessels are enrolled in the
21 Sector, and that each Member's Participating Vessels may not fish outside the Sector
22 under a multispecies DAS program during any fishing year in which its Permits and/or
23 Participating Vessels are enrolled in the Sector. Notwithstanding anything to the
24 contrary in this Section, a Member may make an approved transfer of an enrolled Permit
25 or Participating Vessel pursuant to Section 3.02.2.

26 3.03.6. Each Member further agrees that if its Permit leaves the Sector for any reason
27 during the Commitment Period, (i) such Member shall be subject to the penalty or
28 penalties described on the Schedule of Penalties (as hereinafter defined) and (ii) such
29 Member, its Permit and the related Participating Vessel shall be ineligible to participate
30 in the Sector for a period of five (5) years following the date of such departure from the
31 Sector.

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33 3.03.7. In addition to the penalties described above, each Member further agrees that if
34 the Member, its Permits and Participating Vessels leave the Sector without the prior
35 written approval of the Sector Manager or the Board, or is expelled by the Board under
36 Article VIII, the departing Member's allocation under this Agreement must remain with
37 the Sector, as part of the Sector's ACE. In that event, the Board shall establish the
38 compensation for the unused portion of the departing Member's allocation as provided in
39 Section 5.01.9.

40 **Section 3.04 Permit Transfers**

41 3.04.1. As long as a Member is a party to this Agreement, the Member shall not lease
42 annual catch entitlement, (ACE) or Days At Sea (DAS) or otherwise transfer the use

1 rights in the Member’s Permit to an entity outside of the Sector unless a majority of the
2 Sector Board Members and the Sector Manager provide written consent prior to the
3 effective date of the lease or transfer.

4 3.04.2. Any ACE lease by the Penobscot East Resource Center permit bank to an entity
5 outside of the Sector is exempt from the Board approval requirement, and simply requires
6 the approval of that member and the Sector Manager.

7 3.04.3. As long as a Member is a party to this Agreement, the Member shall not sell, or
8 otherwise transfer the ownership in the Member’s Permit unless (i) all Sector Members
9 and the Sector Manager provide written consent to transfer prior to the effective date of
10 the transfer; and (ii) the transferee agrees in writing to be bound by this Agreement for
11 the remainder of the fishing year in which such sale or transfer is to occur.

12 3.04.4. The Sector Members, in their sole discretion, may decide to approve a Permit
13 transfer.

14 **Section 3.05 Right of First Refusal (Administrative only)**

15 3.05.1. The Members agree that the permit bank operated by Sector Member Penobscot
16 East Resource Center (“Permit Bank”) shall have a right of first refusal in the event of a
17 Member’s (Transferring Member) sale, lease, or other transfer, in whole or part, of a
18 Permit (“Transfer”), to any party who is not a Member of the Sector (“Non-Member
19 Transferee”). In the event that the Permit Bank is not operating, the Sector shall assume
20 the right of first refusal under this Section.

21 3.05.2. A Transferring Member must provide notice and opportunity to the Sector and to
22 the Permit Bank, in order to purchase, lease, or otherwise acquire the Permit as provided
23 in this section. All notices to the Permit Bank and the Sector Board of Directors under
24 this Section shall be delivered in care of the Sector Manager. All communications sent
25 by the Permit Bank to the Transferring Member shall be copied to the Sector Board.

26 3.05.3. After receipt of a good faith, bona fide written offer (“Bona Fide Offer”), and
27 prior to any Permit Transfer, a Transferring Member shall provide written Notice of First
28 Refusal Right to the Sector Board of Directors and the Permit Bank.

29 3.05.4. The Permit Bank shall reply in writing to the Transferring Member within 10
30 business days (“Election Period”) of receipt of the Transferring Member’s written Notice
31 of First Refusal.

32 3.05.5. The Permit Bank may exercise its right to acquire the Permit by delivering a
33 written notice (“Election Notice”) to the Transferring Member within the Election Period.
34 The Election Notice must offer terms identical to the written offer by the Non-Member
35 Transferee, or alternative terms acceptable to the Transferring Member.

36 3.05.6. In the event that the Permit Bank delivers an Election Notice, then the
37 Transferring Member and the Permit Bank shall schedule a closing with payment for, and
38 delivery of, the Permit or Permit lease, no later than 90 calendar days following the date
39 of delivery of the Notice of First Refusal Right to the Permit Bank.

40 3.05.7. The Transferring Member agrees to enter into an agreement with the Permit Bank

1 containing all customary and reasonable representations, warranties, covenants, and
2 indemnities by the Transferring Member for the benefit of the Permit Bank.

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4 3.05.8. In the event that the Permit Bank elects not to exercise its Right of First Refusal,
5 then the Transferring Member is free to Transfer the Permit within ninety days to the
6 proposed Non-Member Transferee identified in the First Refusal Notice provided that the
7 Transfer is in on the same terms and conditions identified in the Notice of First Refusal to
8 the Permit Bank. If the Transfer is not completed within ninety days, or if the Transfer is
9 on different terms and conditions than those outlined in the Notice of First Refusal Right,
10 the Transferring Member may not transfer the Permit without again complying with all
11 terms and conditions of this Section.

12 **Section 3.06 Membership Financial Obligations (Administrative only)**

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14 3.06.1. Consistent with the Sector bylaws, the Sector may, to the extent necessary for the
15 payment of all capital and operating costs and expenses associated with the
16 establishment, administration and management of the Sector, require payments by the
17 Members of (i) application fees; (ii) enrollment fees; (iii) annual membership dues; and
18 (iv) supplemental or special fee assessments.

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20 **ARTICLE IV – Administration**

21 **Section 4.01 Sector Manager (Administrative only)**

22 The Board of Directors (the "Board") of the Sector shall appoint a manager of the Sector
23 (the "Manager"), who shall report to the Board. For the purposes of National Marine
24 Fisheries Service (NMFS) service of process, the Northeast Coastal Communities Sector
25 lists Patrick Shepard as the Sector representative and contact person.

26 **Section 4.02 Manager Responsibilities and Authority**

27 4.02.1. The Manager shall be responsible for management of the day-to-day business of
28 the Sector and to act as its designated agent for service of process. As stated above in
29 Section 4.01, Patrick Shepard is currently the contact person for the Sector.

30 4.02.2. The Manager shall have the authority to take all actions as may be necessary to
31 ensure compliance by the Members, their Permits, and their Participating Vessels, with
32 this Agreement and Harvest Plans, as well as applicable laws and rules for Sector
33 governance, including, but not limited to:

34 a. calculate and inform each vessel owner of their annual allocation of the
35 Sector's ACE for each stock for the year;

36 b. oversee compliance with the Sector Operations and Harvest Plans, including
37 administration of all required monitoring programs, including, but not limited to,
38 monitoring of catch and discards by stock and location for each vessel in the
39 Sector relative to the ACE for each groundfish fishery stock to the Sector;

40 c. maintain current calculations of individual Member and aggregate Sector
41 landings and discards of all multispecies stocks relative to the Sector's ACE and

- 1 report those calculations to NMFS weekly, or more frequently as required under
2 special Harvest Plans;
- 3 d. serve as the official liaison between the Sector and NMFS, and maintain
4 effective and regular communications with NMFS and Sector Members regarding
5 Sector and individual Member progress towards full harvest of their respective
6 allocations for each species. The Manager shall also prepare an annual Sector
7 report to NMFS consistent with any applicable NMFS requirements;
- 8 e. develop special Harvest Plans as anticipated by the Operations Plan or as
9 directed by the Board of NMFS in order to ensure compliance with allocation
10 limits by the Sector and its Members;
- 11 f. conduct and track all trading, buying and selling of allocations among Sector
12 Members and any ACEs between Sectors;
- 13 g. trade, buy, or sell ACEs in whole or part, with approval from the Board;
- 14 h. report to all Members on the decision to distribute any reserve that has been set
15 aside under the Operations Plan;
- 16 i. issue a *stop fishing order* which shall apply to all Members if there are
17 reasonable grounds to determine that the Sector may have exceeded, or is in
18 imminent danger of exceeding, the Sector's ACE for a stock;
- 19 j. issue a *stop fishing order* to any individual Sector Member if there are
20 reasonable grounds to determine that the Member has caused, or is in imminent
21 danger of causing, the Sector to violate its obligations under this Sector
22 Agreement or any Harvest Plan, or that the Member has violated this Agreement;
- 23 k. seek any judicial remedy, including, but not limited to a temporary restraining
24 order, a preliminary injunction, or any other equitable remedy, against any
25 Member in order to enforce the terms of this Agreement or a Harvest Plan. This
26 authority shall apply regardless of whether the violating Member is seeking
27 reconsideration of the Sector Manager's enforcement decision under this
28 Agreement;
- 29 l. act as designated agent for service of process;
- 30 m. in addition to issuing a stop fishing order upon reaching an ACE limit as stated
31 in letter "i" above, lease additional ACE from outside the Sector as needed to
32 cover overages, and/ or to enable the Sector to continue fishing; and
- 33 n. any other duties delegated by the Board of Directors.

34 **Section 4.03 Infractions Committee**

35 4.03.1. The Board shall appoint an Infractions Committee of at least three Board
36 members (the "Infractions Committee") as provided in the Sector Bylaws.

37 4.03.2. The Infractions Committee shall ensure the fair, consistent and appropriate

1 enforcement of this Agreement, any other adopted under the terms of this Agreement or
2 the Sector's Bylaws, or any other Sector requirements.

3 4.03.3. The Infractions Committee shall have the authority, on its own initiative or at the
4 request of the Board, the Manager, or a Member, to open an investigation or undertake
5 enforcement measures against any Member in order to address violations of the
6 Agreement, any Harvest Plan adopted under the terms of this Agreement or the Sector's
7 Bylaws, or any other Sector requirements, as well as non-payment of any financial dues
8 or assessments by Members consistent with the provisions of Article VII "Enforcement."

9 4.03.4. The Infractions Committee shall adhere to the procedures set forth in Article VII
10 "Enforcement."

11 4.03.5. The Infractions Committee may request that the Manager undertake any
12 additional monitoring or investigations and recommend any appropriate sanctions in
13 order to assist the Infractions Committee in its work.

14 4.03.6. The Infractions Committee shall prepare and recommend for the Board's
15 approval a schedule of penalties, which shall be similar in form to Exhibit A hereto (the
16 "Penalty Schedule"), for any unauthorized or unlawful fishing activities under applicable
17 laws or rules, or for any violations of this Agreement, a Harvest Plan, or other Sector
18 requirements as may be adopted under the terms of this Agreement or the Sector's
19 Bylaws. These recommended provisions shall be submitted to the Board for its
20 consideration during adoption of a Penalty Schedule in a membership and operations plan
21 for the next fishing year.

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23 **Section 4.04 Member Violation Reporting Responsibility**

24 Members are responsible for reporting any suspected violations of this Agreement, a
25 Harvest Plan, or other Sector requirements by another Member to the Infractions
26 Committee.

27 **ARTICLE V – Allocation**

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29 **Section 5.01 Annual Distributions and Transfers**

30 5.01.1. Each Member hereby acknowledges and agrees that the portion of the Total
31 Allowable Catch ("TAC") allocated by NMFS to the Sector (the "Annual Catch
32 Entitlement" or "ACE") shall be harvested in accordance with the Harvest Plan which is
33 set forth as Exhibit B hereto, or as subsequently adopted or amended by the Board or
34 Sector Manager in order to comply with applicable Sector laws and rules.

35 5.01.2. Each Member agrees to cause its Participating Vessels to, exercise all
36 commercially reasonable efforts to (i) assist in harvesting the regulated species in an
37 amount equal to, but not greater than, the ACE, consistent with the applicable Harvest
38 Plan, and (ii) to comply with all of the other Sector requirements set forth in this
39 Agreement.

40 5.01.3. The initial Harvest Plan allocates a portion of the Sector's ACE to each Member
41 in an amount equal to the Member's Potential Sector Contribution minus a reserve of up
42 to ten percent, established by the Board consistent with the provisions of this Article.

1 5.01.4. If the Sector ACE is adjusted upward or downward after the commencement of
2 the fishing year, the Board shall have the authority to revise the Harvest Plan and to
3 recalculate the Member allocations to reflect the adjustment and to assure compliance
4 with the Sector ACE and Member allocations.

5 5.01.5. If the Board determines that the ACE may not be fully harvested during the
6 fishing year, the Board may, subject to the Reserve Provisions of this Article, revise the
7 Harvest Plan, recalculate the Member allocations, and lease the unutilized ACE
8 consistent with applicable NMFS laws and rules, in order to ensure that the ACE is fully
9 harvested.

10 5.01.6. Members may arrange transfer of their allocations to another Sector Member at
11 any time during the year, with the prior approval of the Sector Manager.

12 5.01.7. The Sector Manager, with approval of the Board, may arrange for transfer of
13 ACE between or among Sectors at any time during the year. The Sector Manager, at the
14 request of a Sector Member and with the Board's approval, may arrange for transfer of
15 any Member's unused allocation to another Sector Member or another Sector at any time
16 during the year.

17 5.01.8. The Sector will cooperate with the Permit Bank operated by the Penobscot East
18 Resource Center in order to obtain additional ACE to benefit the Sector, but the
19 Penobscot East Resource Center reserves the right to direct the ACE to Members selected
20 by the Center, at the Center's sole discretion.

21 5.01.9. In the event of a Member non-approved withdrawal during the Commitment
22 Period under Section 3.03.6, or the expulsion of a Member by the Board under Section
23 8.03.6, the Board, in its sole discretion, shall establish a fair compensation for the
24 Member's unused allocation of the Sector ACE, taking into account the following
25 factors: (i) the ability of the Sector's Members to use the allocation; (ii) the ability to
26 trade the allocation within the Sector or with other Sectors; (iii) any other third party
27 arm's-length transaction price for transfer of the same stock allocations; and/or (iv) the
28 price actually obtained by Sector Members for fish landed using the re-allocation of the
29 departing Member. Prior to payment of the Board-established compensation to the
30 departing or expelled Member, the Board may set-off from the amount of the
31 compensation all administrative costs incurred by the Sector or its Members in
32 negotiating and closing the transfer transaction, or in defense of any litigation pertaining
33 to the departing Member's withdrawal or expulsion, or the underlying cause of
34 withdrawal or expulsion. The Sector shall not be obligated to reimburse the departing or
35 expelled Member if the Sector or its Members do not utilize, or do not realize a profit
36 from, the unused allocation of the departing or expelled Member.

37
38 **Section 5.02 Reserve (Administrative only)**

39 5.02.1. Each Member agrees that the Board may, in its sole discretion, establish a reserve
40 for one or more species under the Sector ACE in order to ensure that the Sector remains
41 in compliance with its ACE limit for that species; provided, however, that such reserve
42 shall not exceed ten percent of the ACE for that species.

43 5.02.2. The amount of the reserve shall be deducted from the ACE before such ACE is
44 allocated among the Members, their Permits and their Participating Vessels through the

1 Harvest Plan.

2 5.02.3. When the Sector as a whole approaches or reaches 90% of any of the Sector's
3 ACEs, the Sector Manager shall notify all Members and NMFS of the harvest status. The
4 Sector Manager shall require all Members who are actively fishing to report on catch
5 daily in order to ensure that the Sector ACE is not exceeded and shall report daily to
6 NMFS on the harvest status.

7 **Section 5.03 Distribution of Reserve (Administrative only)**

8 5.03.1. If the Board, subsequent to the establishment of a reserve pursuant to Section
9 5.02 hereof, determines that the ACE, as adjusted pursuant to Section 5.02, will be fully
10 harvested by the Participating Vessels, the Board shall release and authorize the
11 harvesting of the reserve by the Members, their Permits and their Participating Vessels.

12 5.03.2. The Board may direct the Sector Manager to pursue the purchase of additional
13 ACE where appropriate to assist in reserve distribution adjustments.

14 5.03.3. The Board may direct the Sector Manager to institute more restrictive monitoring
15 and reporting by Members, or otherwise amend the Harvest Plan, in order to ensure that
16 the Sector ACE is not exceeded. Amendments to the Operations Plan will not be valid
17 without approval from the National Marine Fisheries Service.

18 5.03.4. The Sector Manager shall notify NMFS of any reserve release to Members within
19 48 hours of such release.

20 **Section 5.04 Fishing History in Sector**

21 5.04.1. The Members agree that any fishing history that is accumulated or established by
22 a Member's Permit while it is participating in the Sector, shall be attributed to such
23 Member's Permit, and not to any other permits.

24 5.04.2. If a Member Transfers the Permit to a Member Transferee, the Permit's catch
25 history for the allocation period of 1996-2006 shall transfer with the Permit to the new
26 owner.

27 5.04.3. Notwithstanding the provisions of Section 5.04.1, it is the intent of the Members
28 that any future allocations of species covered by the Sector ACE under the Plan shall be
29 based upon the Multispecies Groundfish Sector catch history of the Member's Permits
30 accumulated between 1996 and 2006.

31 **Section 5.05 Sector Participation Impact on Fishing History**

32 The Members agree that it is their intent that a Member's Permit fishing history
33 (including fishing history from areas or species not covered by the Sector, or DAS
34 allocations), as reported to NMFS prior to joining the Sector, will not be diminished or
35 penalized as a result of a Member's participation in the Sector instead of participation in
36 the common pool under the Plan.

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1 **ARTICLE VI – Catch Monitoring and Verification, Certain Other Membership**
2 **Requirements**

3 **Section 6.01 Participating Vessel Catch Reports**

4 6.01.1. To enable each Member and the Sector to monitor the Members’ compliance
5 with this Agreement, each Member agrees to report each of its Participating Vessels’
6 entire catch on a landing-by-landing basis, by providing the Sector Manager with a
7 signed electronic copy of the official Vessel Trip Report (“VTR”) or other reporting
8 document authority by NMFS at least within 12 hours of offloading fish, or even sooner
9 if required by a Harvesting Plan adopted by the Sector. The Members shall use the
10 reporting form approved by the Sector Manager.

11 6.01.2. The Sector Manager shall maintain copies of all submitted forms.

12 6.01.3. The Sector Manager shall provide Members with periodic updates on the status
13 of the Sector’s progress toward full harvest of its ACE and on the individual Member’s
14 status toward full harvest of the Member’s allocation, as directed by the Board, or upon
15 request of a Member.

16 6.01.4. The Sector Manager shall provide copies to NMFS of the VTR, or other
17 reporting documents required by NMFS, each Thursday, together with the Sector’s ACE
18 catch status (“Aggregate Reports”).

19 6.01.5. The reporting frequency for the sector manager’s ACE Status Report will be
20 increased to daily when 90% of any of the sector’s ACEs is reached. The Sector
21 Manager, or a designated representative, must notify NOAA Fisheries immediately by
22 email if the threshold that triggers daily reporting has been reached. During the period
23 when a sector has reached or exceeded 90% of any of its ACEs, a daily ACE Status
24 Report must be submitted only on a day when a member vessel lands, or when the sector
25 engages in an ACE transfer of a stock that is exceeding the 90% threshold.

26 An alternative threshold for triggering daily reporting may be implemented if agreed
27 upon by the sector and NOAA Fisheries.

28 **Section 6.02 Dealer Sales and Reporting**

29 6.02.1. Each Member agrees to sell the catch of its Participating Vessels only to a
30 federally registered dealer.

31 6.02.2. Each Member agrees to sell the catch of its Participating Vessels only in the
32 specific ports listed in the Exhibit F – Annual Catch Entitlement Monitoring Plan, subject
33 to the specific exceptions noted for safety and weather in Exhibit E – Dockside
34 Monitoring Plan.

35 6.02.3. Each Member shall require the dealer to provide the Sector Manager with a copy
36 of the official dealer weigh out slip or other official reporting document required by
37 NMFS on Tuesday of each week.

38 6.02.4. Each Member acknowledges that it is the Member’s responsibility to ensure
39 timely dealer reporting in accordance with this Agreement, and any failure of the dealer

1 to timely deliver the reports for a Member’s Participating Vessel shall be deemed a
2 breach of this Agreement by such Member.

3
4 **Section 6.03 Catch Verification**

5 6.03.1. The Sector Manager, on a continuing and frequent basis, shall compare and
6 verify catch from a Member’s Participating Vessel VTR with the dealer weigh out slips
7 or other required reporting documents for every trip. The Sector Manager may also refer
8 to other information sources, such as hail reports in verifying Member catch data. Where
9 the Sector Manager determines that there is conflicting information among these reports,
10 the Manager shall rely upon the dealer reports as the most reliable source of landings
11 data.

12 6.03.2. If Sector Manager identifies a discrepancy, he shall contact the Member and
13 attempt to resolve the discrepancy as soon as possible.

14 6.03.3. If Sector Manager is unable to resolve the discrepancy, he shall notify the
15 Infractions Committee and take any appropriate action for resolution of the discrepancy.

16 6.03.4. Members must cooperate fully with Sector Manager requests for information to
17 resolve the discrepancy. Each Member agrees to cooperate fully with any requests for
18 information or data that are made by the Sector Manager or the Infractions Committee in
19 an effort to resolve such discrepancy.

20 6.03.5. The Manager shall provide NMFS on a quarterly basis a report on any
21 discrepancies and any corrective actions that were taken to verify and reconcile the
22 discrepancy.

23 **Section 6.04 Catch Monitoring**

24 All Participating Vessels shall hail “trip end” to NMFS and the Sector Manager.

25 **Section 6.05 Landing Port Exceptions**

26 Participating Vessels may land at ports not listed in Exhibit F– Annual Catch Entitlement
27 Monitoring Plan, on a temporary, case-by-case basis, subject to prior approval of Sector
28 Manager.

29 **Section 6.06 Observed Offloading**

30 All Members and Participating Vessels shall cooperate fully with all requirements of the
31 Exhibit E – Dockside Monitoring Plan.

32 **Section 6.07 Advanced Notice of Offloading**

33 If required for effective monitoring, the Sector Manager may timely request that all
34 Sector Members and Participating Vessels notify the Sector Manager prior to offloading
35 fish, and establish a minimum advance notice time period, as specified in Exhibit E –
36 Dockside Monitoring Plan.

37 **Section 6.08 Proof of Sector Membership**

1 Upon approval, each sector vessel will be issued a Letter of Authorization (LOA)
2 specifying the exemptions granted. Vessels must comply with all requirements stipulated
3 in the LOA and all applicable Federal regulations and laws not specifically exempted in
4 the LOA.

5 The Sector Members shall carry on board at all times the NMFS letter of authorization
6 verifying Member participation in the Sector.

7 **Section 6.09 Gear and Area Restrictions**

8 The Members acknowledge and agree that in order to ensure compliance with the
9 Sector's ACE, the Board may amend the initial Harvest Plan during the fishing season in
10 order to establish gear and/or geographic area restrictions for Member harvest activities.
11 The gear and area restrictions may be designed to minimize the harvest of certain targeted
12 species.

13 **Section 6.10 Operators**

14 6.10.1. Member agrees to ensure that any operator of the Member's Participating Vessels
15 fully comply with the obligations and restrictions set forth in this Agreement.

16 6.10.2. Member agrees that the Member is responsible for the actions of Participating
17 Vessel operators that result in a violation of this Agreement.

18 **ARTICLE VII – Enforcement**

19 **Section 7.01 Agreement Enforcement**

20 7.01.1. The Member agrees that Sector may enforce this Agreement.

21 7.01.2. The Members agree that a Member may seek enforcement of this Agreement by
22 bringing any violation or breach of the Agreement or any Harvest Plan to the attention of
23 the Sector Manager, the Infractions Committee, or the Board.

24 7.01.3. Each Member shall cooperate in all actions and execution of documents to give
25 effect to enforcement procedures of this Agreement.

26 **Section 7.02 Procedures for Investigations and Enforcement Actions**

27 7.02.1. Upon discovery of a potential Member violation, or receipt of a violation report,
28 the Sector Manager may contact the suspected offender to determine if a violation did
29 occur, or may undertake additional investigation to determine whether the suspected
30 violation did occur.

31 7.02.2. The Sector Manager shall hold a hearing to provide an opportunity for the
32 suspected offender to submit evidence or explanations concerning the alleged violation
33 and to offer reparations as appropriate. However, this hearing shall not delay a stop
34 fishing order, or any temporary restraining order, injunction, or other equitable relief by
35 the Sector, its Manager or Members designed to ensure compliance with this Agreement,
36 the Operations Plan, or Other Sector Requirements.

1 7.02.3. The Sector Manager shall issue a written decision explaining the basis of the
2 Manager’s enforcement decision.

3 7.02.4. An aggrieved Member may file an appeal of the Sector Manager enforcement
4 decision within seven days of the written decision by delivering a written statement of the
5 appeal and its basis. The Member must supply all written documents it plans to rely upon
6 in its appeal to the Infractions Committee.

7 7.02.5. The Infractions Committee shall hold a hearing within seven days of an appeal to
8 consider any appeal to the Infractions Committee, and shall issue a written decision
9 explaining the rationale for its decision. The Infractions Committee may affirm,
10 overrule, or modify the Sector Manager decision.

11 7.02.6. If, upon the conclusion of such investigation and hearing, the Infractions
12 Committee determines by an affirmative vote of a majority (51%) of its members that a
13 violation of this Agreement, the Harvesting Plan, or other Sector requirements has
14 occurred, the Infractions Committee may, in addition to the imposition of any penalties
15 prescribed in the Schedule of Penalties, invoke sanctions, ranging from letters of warning
16 to reductions in allocation to the Member, its Permits and its Participating Vessels by the
17 Sector, or issue stop fishing orders. The Infractions Committee shall exercise all
18 reasonable efforts to ensure that penalties and settlements are commensurate with the
19 nature and extent of the violation, are designed to further the purposes of the Plan and are
20 uniform with those reached in similar circumstances.

21 7.02.7. A violating Member shall have five business days following the date of the
22 Infraction Committee’s decision to request reconsideration of the enforcement decision
23 and/or to propose an alternative form of penalty. The Infractions Committee may review
24 the request, and revise its original decision consistent with the requirements of this
25 Article.

26 7.02.8. The Infractions Committee may instruct the Sector Manager to undertake any
27 needed judicial or other proceedings in order to enforce an Infractions Committee
28 decision.

29 7.02.9. In extreme cases of non-compliance, or in cases of nonpayment of Member fees,
30 the Infractions Committee may recommend the expulsion of a Member to the Board, after
31 notice to the Member and opportunity for a hearing before the Infractions Committee.
32 The Article VIII procedures for expulsion shall control this proceeding.

33 **Section 7.03 Sector Member Liability for NMFS Enforcement**

34 7.03.1. The Members acknowledge that Amendment 16 of the Plan requires that
35 Members are jointly and severally liable in three situations for a NMFS enforcement
36 action against the Sector for violations of the following Sector operations plan
37 requirements: (i) ACE overages; (ii) discarding of legal-sized fish; and (iii) misreporting
38 of catch (landings or discards).

39 7.03.2. The Members agree to be jointly and severally liable to NMFS in three situations

1 for a NMFS enforcement action against the Sector for violations of the following Sector
2 operations plan requirements: (i) ACE overages; (ii) discarding of legal-sized fish; and
3 (iii) misreporting of catch (landings or discards).

4 7.03.3. The Sector Member or Members who are responsible for the actions giving rise
5 to the NMFS enforcement action shall indemnify and hold harmless the Sector and other
6 non-responsible Sector Members as provided in Section 7.08.

7 **Section 7.04 Injunctive Relief**

8 7.04.1 The Members acknowledges that violation of this Agreement or Harvest Plan by
9 one of more Members or Participating Vessels that causes Sector to exceed its ACE or
10 otherwise to violate NMFS laws and rules applicable to Sectors could subject the Sector
11 and its Members to joint and several liability to NMFS for certain violations determined
12 by Amendment 16 to the Plan.

13 7.04.2. The Members acknowledge that Sector monetary resources could be insufficient
14 to meet penalties assessed.

15 7.04.3. The Members acknowledge and agree that each of them will comply with any
16 stop fishing order issued by the Sector Manager or the Board, even if the Member has not
17 yet utilized its individual allocation from the Sector.

18 7.04.4. The Members agree that if a Member or its Participating Vessels fail to comply
19 with such stop fishing order, the Sector Manager and the Sector shall have the authority
20 to obtain a temporary restraining order, injunction, or other equitable relief against the
21 non-compliant Member to give effect to such stop fishing order.

22 7.04.5. The Members and the Sector shall have the right to have any provision of this
23 Agreement specifically enforced, through temporary restraining order, injunction, or
24 other form of equitable relief, subject to the alternative dispute provision requirements of
25 this Article.

26 **Section 7.05 Penalties and Attorney's Fees**

27 7.05.1. The Penalty Schedule for the fishing season is established in Exhibit A.

28 7.05.2. To extent the Penalty Schedule applies, the Sector and its Members waive any
29 claims to actual, direct, or indirect damages, and instead agree that payment of the
30 penalty amounts set forth on the Schedule of Penalties and costs of enforcement shall be
31 their sole remedy for breaches of this Agreement, except that each non-violating Member
32 retains the right to seek indemnification against the Sector or its Members for any
33 damages incurred by that non-violating Member due to its joint and several liability
34 under this Agreement.

35 7.05.3. Any penalties imposed by this Agreement shall be in addition to, and not instead
36 of, any other potential federal or state penalties imposed upon that Member.

37 7.05.4. In connection with any judicial proceeding related to this Agreement, the non-

1 prevailing party shall pay the prevailing party's reasonable attorneys fees and costs of
2 litigation associated with the proceeding.

3
4 **Section 7.06 Application of Fines, Penalties and Damages (Administrative only)**

5 The Sector shall apply all penalties, costs and damages collected under this Agreement to
6 defraying the costs of enforcement, or to the costs of defense of the Sector or non-
7 violating Sector Members against a NMFS enforcement action or related indemnification
8 action, and then to costs of Sector administration, operations and maintenance, and
9 finally to a capital reserve fund

10 **Section 7.07 Alternative Dispute Procedures (Administrative only)**

11 7.07.1. With the exception of an action for injunctive relieve by the Sector, its Managers,
12 or the Board to enforce a stop fishing order or otherwise protect the Sector from violation
13 of the Sector's ACE or other applicable Sector laws and rules, or of a Board order to
14 expel a Member under Article VIII, neither the Sector nor its Members may commence
15 judicial proceedings to enforce the terms of this Agreement without first completing
16 Alternative Dispute Resolution proceedings in order to resolve the dispute.

17
18 7.07.2. The Board may select an independent mediator to mediate the dispute within
19 fifteen days of appointment, or the parties may agree upon a mutually agreeable
20 alternative.

21
22 **Section 7.08 Indemnification (Administrative only)**

23 7.08.1. Each Member who violates this Agreement (Indemnitor) agrees to indemnify,
24 defend, and hold harmless the Sector and other Sector Members (Indemnitee) with regard
25 to their losses arising from third party claims or governmental proceedings brought
26 against or involving the Indemnitee, which is based on or relates to such Indemnitor's
27 violation of this Agreement, Harvest Plan or other Sector law or rule.

28 7.08.2. Indemnification obligations of Indemnitor to the Sector or other Sector Members
29 are several and not joint and several.

30 7.08.3. "Losses" for the purposes of this Article shall mean all claims, liabilities,
31 obligations, judgments penalties, expenses fees costs, or amounts paid in settlements, in
32 connection with investigating, defending or settling claims.

33 7.08.4. The indemnification obligations under this Article survive any expulsion of a
34 Member pursuant to Article 8.

35
36 **ARTICLE VIII – Expulsion of Members**

37
38 **Section 8.01 Cause**

39 8.01. The Members agree that a Member and its Permit(s), and Participating Vessel(s)
40 may be expelled from the Sector if: (i) the actions of a Member or its Participating Vessel

1 seriously undermine and threaten the existence of the Sector; (ii) the actions of such
2 Member and/or its Participating Vessel (or operators of participating Vessel) have
3 exposed other Members of the Sector to monetary penalties or Losses; (iii) Such
4 Member has been convicted of a serious crime; (iv) Such Member has not paid all its
5 financial obligations to the Sector under this Agreement; or (v) a Member violates a
6 Sector Manager’s stop fishing order.

7
8 **Section 8.02 Procedure**

9 8.02.1. A Member may submit a written request to the Infractions Committee or to the
10 Board for expulsion of a Member, its Permit, or a Participating Vessel from the Sector,
11 including any supporting factual basis for request, with relevant documentation
12 (“Expulsion Request”). The Infractions Committee also may undertake an expulsion
13 proceeding on its own initiative or at the Board’s request.

14 8.02.2. The Infractions Committee shall conduct an investigation and hearing, consistent
15 with the procedures set forth in Article VII “Enforcement,” and shall prepare a written
16 recommendation for the Board’s consideration, with a rationale for the recommendation
17 within ten days of the receipt of an Expulsion Request.

18 8.03.3. The Board shall meet within ten days of the Infraction Committee’s
19 recommendation to discuss and vote whether to approve the Infractions Committee
20 written recommendation. The Board may consider any written submittal or oral
21 testimony of the Member who is the subject of the recommendation, as well as any
22 written or oral testimony offered by Members on the issue at its meeting. The Board
23 shall issue a written decision to explain its rationale for the decision.

24 8.02.4. An affirmative vote of seventy-five percent of all Board members is required for
25 a decision to expel a Member, its Permits, or a Participating Vessel.

26 8.02.5. A Board decision to expel a Member is effective immediately upon the affected
27 Member’s receipt of notice of the Board’s decision.

28 8.02.6. As required by 50 CFR Part 648.87, or any successor provision, a Member, its
29 Permits, or Participating Vessels expelled during a fishing year may not fish outside of
30 the Sector under a multispecies DAS program during the remainder of such fishing year.
31 The Sector shall retain the expelled Member’s allocation share of the Sector’s ACE and
32 may redistribute that allocation among its Members. The Sector may compensate the
33 expelled Member for use of the unused allocation consistent with the provisions of
34 Section 3.03.7.

35
36 8.02.7. The Sector Manager shall notify NMFS immediately of any Member expulsion
37 decision by phone followed by certified mail.”

38
39 **ARTICLE IX – Term/Termination**

40
41 **Section 9.01 Term**

1 The effective date of this Agreement shall be the date of the Regional Administrator's
2 approval of this Agreement under 50 CFR Part 648.87 and the Agreement shall remain
3 effective until the termination date on the last day of the 2016 fishing year in April 2017
4 (the "Term").

5
6 **Section 9.02 Extension**

7 The Term of this Agreement may be extended by the written consent of the Members.
8 Such written consent to extend the Term of this Agreement shall be delivered at least 20
9 calendar days in advance of the date by which the Sector's Operations Plan and
10 Agreement for the upcoming fishing year must be submitted to NMFS.

11
12 **ARTICLE X – Miscellaneous**

13
14 **Section 10.01 Entire Agreement**

15 This Agreement and its Exhibits, as well as any other document incorporated by
16 reference, constitutes the entire agreement among the parties and supersedes any prior
17 understandings, agreements, or representations by or among the parties, written or oral, to
18 the extent they related in any way to the subject matter hereof.

19
20 **Section 10.02 Succession and Assignment**

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

29
30 **Section 10.03 Counterparts**

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

33
34 **Section 10.04 Notices**

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

41
42 **Section 10.05 Governing Law**

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

6
7 **Section 10.06 Change in Law**

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

13
14 **Section 10.07 Consent to Jurisdiction and Venue**

15 Subject to and without limiting the alternative dispute resolution procedures set forth in
16 Article 7, each of the Members consent to the exclusive jurisdiction and venue of the
17 federal district court in Portland, Maine or, if said court does not have jurisdiction, in
18 such courts in the State of Maine that do have jurisdiction, for adjudication of any suit,
19 claim, action or other proceeding at law or in equity relating to this Agreement. Each of
20 the Members accepts, generally and unconditionally, the exclusive jurisdiction and venue
21 of the aforesaid courts and waives any objection as to venue, and any defense of *forum*
22 *non conveniens*.

23
24 **Section 10.08 Amendments and Waivers (Administrative only)**

25 No amendment of this Agreement shall be valid unless the same shall be in writing and
26 signed by each of the Members and approved by NMFS.

27
28 **Section 10.09 Severability (Administrative only)**

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

33
34 **Section 10.10 Expenses (Administrative only)**

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

38
39 **Section 10.11 Incorporation of Exhibits and Other Documents**

40 The Exhibits identified in this Agreement are incorporated herein by reference and made
41 a part hereof.

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[SIGNATURE PAGES ARE ATTACHED TO THIS DOCUMENT]

1 **EXHIBITS**

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- b. Exhibit B – Harvest Plan
- c. Exhibit C – Sector Administration
- d. Exhibit D – At Sea Monitoring Plan
- e. Exhibit E – Dockside Monitoring Plan
- f. Exhibit F – Annual Catch Entitlement Monitoring Plan
- g. Exhibit G – List of Sector Member Federal Permits
- h. Exhibit H – List of Sector Member State Permits
- i. Exhibit I – Monitoring Service Provider Information
- j. Exhibit J – Records Access Authorization
- k. Exhibit K – Sector Roster and Points of Contact
- l. Exhibit L – Signature Pages

1 **EXHIBIT A: PENALTY SCHEDULE**

PENALTY SCHEDULE			
VIOLATION	FIRST	SECOND	THIRD
VIOLATIONS REGARDING APPLICATIONS, REPORTING, DOCUMENTATION, AND CERTAIN OPERATIONS PLAN 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; and for violations of the Operations Plan not otherwise covered under this schedule.	Up to \$500 (and/or stop fishing order)	\$500-\$1,000 (and/or stop fishing order)	\$1,000 + (and/or stop fishing order)
VIOLATIONS OF ANNUAL CATCH ENTITLEMENT OVERAGES			
Violations of an annual catch entitlement (ACE) limit on any stock at any time.	Up to \$500	Up to \$1,000	Up to \$2,500 and forfeiture of catch
VIOLATIONS REGARDING TIME AND AREA RESTRICTIONS			
All violations involving time and area restrictions, including, but not limited to: exemption areas, closed fisheries, closed seasons, restricted gear/management areas and Days at Sea violations.	\$2,000-\$50,000 (stop fishing order for 30 days and forfeiture of catch)	\$10,000-\$100,000 (stop fishing: remainder of fishing year, catch forfeiture)	Expulsion (and forfeiture of catch)
VIOLATIONS REGARDING MEMBERSHIP COMMITMENT			
Violation of Section 3.03 provisions concerning the Length of Commitment to the Sector	\$10,000	N/A	N/A
VIOLATIONS THAT PLACE THE SECTOR AGREEMENT AT RISK			
All violations of the Membership Agreement and Operations Plan that could cause the Sector to violate its NMFS approved ACE or Operations Plan, including, but not limited to, a violation of a stop order, entering a closed area, transfers of fish between a non-Sector vessel and a Sector vessel, subverting the reporting requirements (misappropriating landings).	Up to \$50,000 (stop fishing order for remainder of fishing year, and forfeiture of catch)	Expulsion (and forfeiture of catch)	

2

3

1 **EXHIBIT B: HARVEST PLAN, FY 2015**

2
3 Harvest rules

4 The Members and the Participating Vessels of the Northeast Coastal Communities
5 Sector agree to be legally-bound to follow the Operations Plan and Harvesting
6 Rules for the 2015 fishing year as described herein, notwithstanding those rules
7 and regulations applicable to common pool Multispecies vessels.

8
9 I. Monitoring

- 10
11 1. Sector Call-In: Each Participating Vessel must notify the Manager or
12 his designated representative within 24 hours prior to departing from
13 port when using fishing gear capable of catching the allocated stocks.

14
15 II. Quota management

- 16
17 1. Annual Catch Entitlement (“ACE”): The portion of the Plan TAC for
18 each species that has been allocated to the Sector by NMFS. The
19 Members agree that they will not collectively harvest more than the
20 Sector ACE for each stock and that once the annual ACE for a stock is
21 reached, no Member will fish commercially with any fishing gear
22 capable of catching such fully harvested stock. The annual ACE for any
23 stock may be increased or decreased after initial NMFS ACE decision
24 by means of ACE transfers between Sectors as provided in the
25 Membership Agreement and Operations Plan (“Agreement”).
- 26
27 2. Weekly and monthly allocation of all stocks quota targets: The Board
28 of Directors may establish monthly, weekly, or trip target quotas to slow
29 down harvest rates. If such target quotas are imposed, Sector Members
30 agree to adjust their fishing operations to avoid exceeding these quotas.
- 31
32 3. Full retention: All legal size allocated stocks harvested during any
33 fishing operation must be retained, landed and counted against the
34 Sector’s Aggregate Allocation.

35
36 III. Administrative

- 37
38 1. DAS Transfer/Lease: A Member, its Permit and Participating Vessel
39 may not transfer or lease DAS to any non-Sector or Sector Member,
40 Permit, or Participating Vessel during the Commitment Period in which
41 the Participating Vessel and/or Permit is enrolled in the Sector except in
42 accordance with the transfer provisions of the Agreement.

43
44 IV. Gear requirements

- 45 1. Gear Restriction: Vessels will use otter trawls, hooks or gillnets.

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- 2. Hook Size: All tub trawl and longline hooks must be 12/0 circle hooks or larger unless an exemption is approved for the 2015 fishing year. (Handline hooks have no minimum size.) For these purposes, a “circle hook” is defined as a hook with the point turned back towards the shank and the barbed end of the hook is displaced (offset) relative to the parallel plane of the eyed-end, or shank of the hook when laid on its side.
- 3. Mesh size: All otter trawl mesh must be 6 ½ inch mesh or larger.
- 4. Spawning Season Restrictions: Sector Vessels are not required to adhere to the seasonal closure on Georges Bank (May 1 through May 31). Participating vessels are exempt from existing “rolling closures” with the exception of the designated inshore spawning areas, including the Whaleback Ridge closure. However, all vessels need to abide by new spawning closures as defined in Amendment 16.
- 5. Operating Area: Participating vessels will fish in the Gulf of Maine, George’s Bank, and Southern New England using fishing gear capable of catching allocated stocks under the Plan.

Exemptions requested

Exemption	
1	120 Day Gillnet Block out of the Fishery
2	20 Day Spawning Block
3	Prohibition on a vessel’s hauling another Vessel’s gillnet gear
5	Limits on the Number of Hooks that May be Fished
6	DAS Leasing Program Length and Horsepower Restrictions
9	Prohibition on Fishing Inside and Outside the CA I Hook Gear Haddock SAP While on the Same Trip
10	Prohibition on a Vessel Hauling Another Vessel's Hook Gear
18	Limits on the Number of Gillnets for Day Gillnet Vessels
17	Prohibition on Combining Small Mesh Exempted Fishery and Sector Trips
Provision	
1	Inshore GOM Restrictions

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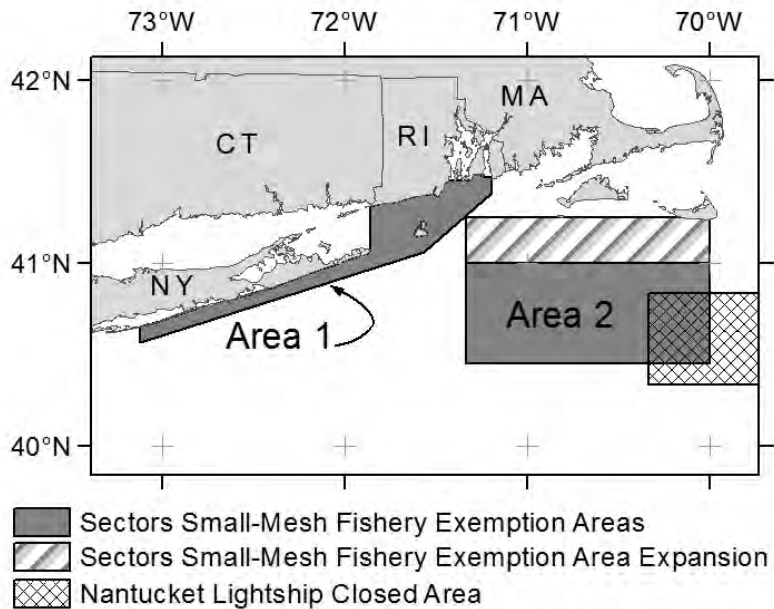
Detailed descriptions:

GOM Cod Protection Closures:

Vessels are exempt from GOM Cod Protection Closures IV (October) and V (March), but must comply with GOM Cod Protection Closures I (May), II (June), and III (November, December, and January).

1 Prohibition on combining small-mesh exempted fishery and sector trips

2
 3 The exemption applies to sector trips only, and is intended to allow a vessel to catch
 4 some small-mesh species, after targeting groundfish. A vessel could land whiting,
 5 longfin squid, mackerel, herring and other small-mesh species, provided the vessel still
 6 meets the requirements of those fisheries. Because of the requirements in other fisheries,
 7 a vessel may not be able to target groundfish and catch more than incidental amounts of
 8 small-mesh species. A sector vessel must fish with regulated mesh size nets during the
 9 first part of the trip, but may switch to modified small mesh gear for the second portion of
 10 the trip. The small-mesh portion of the trip must be fished in Small Mesh Areas 1 and 2,
 11 described below.



12
 13
 14 Sector Small-Mesh Fishery Exemption Area 1 is bounded by the following coordinates
 15 connected in the order listed by straight lines, except where otherwise noted:

16

Point	N. Latitude	W. Longitude	Note
A	<u>40°39.2'</u>	<u>73°07.0'</u>	
B	<u>40°34.0'</u>	<u>73°07.0'</u>	
C	<u>41°03.5'</u>	<u>71°34.0'</u>	
D	<u>41°23.0'</u>	<u>71°11.5'</u>	
E	<u>41°27.6'</u>	<u>71°11.5'</u>	(1)
F	<u>41°18.3'</u>	<u>71°51.5'</u>	
G	<u>41°04.3'</u>	<u>71°51.5'</u>	(2)
A	<u>40°39.2'</u>	<u>73°07.0'</u>	

17
 18 (1) From POINT E to POINT F along the southernmost coastline of Rhode Island and
 19 crossing all bays and inlets following the COLREGS Demarcation Lines defined in 33
 20 CFR part 80.

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

4
5 Sector Small-Mesh Fishery Exemption Area 2 is bound by the following coordinates
6 connected in the order listed by straight lines. Sector vessels cannot fish the small-mesh
7 portion of their trip using this exemption in the Nantucket Lighthouse Closed Area where
8 the two areas overlap.

Point	N. Latitude	W. Longitude
H	<u>41°15.0'N</u>	<u>71°20.0'W</u>
I	<u>41°15.0'N</u>	<u>70°00.0'W</u>
J	<u>40°27.0'N</u>	<u>70°00.0'W</u>
K	<u>40°27.0'N</u>	<u>71°20.0'W</u>
H	<u>41°15.0'N</u>	<u>71°20.0'W</u>

9
10 The modified small mesh gear must contain either:

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

17
18 In order to use this exemption, a vessel must do the following:

19
20 1) Prior to leaving the dock, the vessel must declare a small mesh trip through the VMS
21 trip start hail by checking the box next to “Other Exemption (when directed by NMFS)”
22 under sector exemptions.

23 2) A vessel declaring this exemption must stow its small mesh gear when using large-
24 mesh gear during the first portion of the trip.

25 3) Upon completing the large-mesh portion of the trip, the vessel must submit a
26 Multispecies Catch Report via VMS with all catch on board and send a VMS message
27 using the following instructions:

28
29 A. Send a VMS message to: nmfs.ole.ne@noaa.gov.

30
31 B. In the subject line, type “Small Mesh Exemption Trip”

32
33 C. In text line, type the vessel name and permit number

34
35 The date-time stamp of the message indicates to Enforcement that the vessel
36 is now switching to the second portion of the trip and is prohibited from redeploying its
37 large-mesh gear.

38 4) Following submission of the VMS message, the vessel may deploy its modified small
39 mesh gear in the areas described above. All other applicable small-mesh regulations
40 apply to this portion of the trip.

1 5) The vessel must submit comply with the remaining requirements of a sector trip,
2 including the submission of VTRs, a trip end hail, and a final Multispecies Catch Report.

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

6 7 Inshore Gulf of Maine Restrictions

8 Purpose: For the purpose of providing the Sector and its Manager with a greater
9 understanding of the fishing patterns conducted by their members, the following
10 reporting requirements have been crafted and adopted by the Sector in collaboration with
11 all Northeast Groundfish Sectors in the region. These provisions afford Sectors an
12 administrative tool to track fishing activity west of the 70:15.

13
14 Definitions: For the purpose of this Declaration, the portion of BSA 1 West of 70:15 to
15 the shoreline north to the Maine Coast and South to Cape Cod would be defined as
16 Inshore GOM.

17 18 Fishing Vessel Requirements:

19 When an Observer/Monitor is onboard. The Sector Vessel may declare and fish in
20 all Broad Stock Areas, including the portion of BSA 1 defined as the Inshore
21 GOM defined in this section and fishing activity may occur in any declared BSA.

22 When an Observer/Monitor is NOT onboard.

- 23 1. If the Sector Vessel intends to fish west of the 70:15 in the area described
24 above as the Inshore GOM, at any time during a trip, the vessel must declare
25 BSA 1 only and the Sector Vessel may not conduct any fishing activity
26 outside of the area defined as BSA 1 for the entire trip.
- 27
28 2. If the Sector Vessel declares more than one Broad Stock Area on the trip,
29 the vessel is prohibited from conducting fishing activity West of the 70:15
30 in the area described above as the Inshore GOM and the vessel must indicate
31 acknowledgement of this restriction by transmitting a **Trip Start Hail**,
32 through their VMS unit or 3rd Party Software and check the “b. Inshore Gulf
33 of Maine” from the list of Sector Ops Plan Provisions in the **Trip Start**
34 **Hail**.

35
36 **Verification of Compliance**: The Sector Managers will be provided a preliminary list of
37 Vessels that appear from VMS activity to have conducted fishing activity both inshore
38 and offshore on the same trip, where an observer/monitor was not present. The Manager
39 will utilize this preliminary list, plus additional information available such as VMS vessel
40 plot information for the trip in question and will forward any trips of concern
41 immediately to the Sectors Enforcement Committee. The Managers of the Groundfish
42 Sectors & Program Director of NESSN (on behalf of NEF Sectors) will communicate
43 with each other regularly about trips of concerns, investigations and resolution.

1 Limits on the number of sink gillnets for Day gillnet vessels in GB, SNE, and MA RMAs
2 Day gillnet vessels using this exemption in these areas may fish up to 150 roundfish or
3 flatfish nets, not to exceed 150 nets total. Vessels must tag both roundfish and flatfish
4 nets with one tag per net.

5
6 This exemption does not apply in the GOM RMA. Day gillnet vessels in the GOM RMA
7 are restricted to 100 gillnets (of which no more than 50 can be roundfish gillnets), and
8 gear must be tagged with two tags per net.

1 **EXHIBIT C: SECTOR ADMINISTRATION**

2 **Compliance with Sector ownership provision established in Amendment 16**

3 The Sector is in compliance with the ownership provision of Amendment 16. The New
4 England Fishery Management Council motion establishing this provision states: “that a
5 Sector will be defined as 3 or more persons, none of whom have ownership interests in at
6 least two other persons’ vessels in that sector.”

7
8 The following Northeast Multispecies limited access permit holders are the sole owners
9 of their vessels and permits, and are listed here to demonstrate the Sector’s compliance
10 with the Sector ownership provision established in the Amendment:

Member name	Vessel name	Federal permit number
Jason Joyce	Andanamra	223527
Peter Miller	Sasha	223738
Lawrence Hodgkins	Stephanie Dianne	231639

11

12
13 **Compliance with Letters of Authorization (LOA’s)**

14 Upon approval, each sector vessel will be issued a Letter of Authorization (LOA)
15 specifying the exemptions granted. Vessels must comply with all requirements stipulated
16 in the LOA and all applicable Federal regulations and laws not specifically exempted in
17 the LOA.

18 **Training for Members in Sector’s business rules**

19 The Sector Manager has held numerous fishermen’s meetings to engage fishermen in the
20 development of the Northeast Coastal Community Sector operations plan and
21 environmental assessment. Meetings will continue with all Sector Members prior to May
22 1, 2015. Meeting content will include all sector requirements, including but will not be
23 limited to: monitoring requirements, reporting requirements, stop fishing orders, and
24 violations.

25 **Oversight and management of the Sector**

26 The Sector Manager for the Northeast Coastal Communities Sector works from the
27 Penobscot East Resource Center “Penobscot East” office in Stonington, Maine.
28 Penobscot East is a 501(C)(3) nonprofit corporation. The Sector legal entity is
29 incorporated as a nonprofit 501 (c)(5) with articles of incorporation filed in the state of
30 Maine, and is therefore subject to NMFS enforcement action for violation of sector
31 regulations. The new nonprofit corporation has a Board of Directors. The Board’s
32 responsibilities are outlined, in part, in the Sector contract. The Board’s responsibilities
33 are also described in detail in the Sector bylaws.

34 **Reconciling conflicting data reports**

35 The Northeast Coastal Communities Sector will gather the following information: dealer
36 reports, vessel trip reports, and hail reports. Information on these reports may
37 occasionally conflict. When this occurs, the dealer reports will be referred to as the most
38 reliable source of landings data.

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

4 **Transmission of reports**

5 The Sector will submit required reports using the format and procedure prescribed by
6 NMFS.

7 **Business rules for unexpected situations**

8 There may be unexpected situations which require the Sector Members to deviate from
9 anticipated Sector operation. This section addresses two such possible situations. This
10 section is not exhaustive however, and does not purport to describe a course of action for
11 every possible situation. Situations not addressed here will be addressed on an as-needed
12 basis with direct consultation between the Sector Manager and the National Marine
13 Fisheries Service, Office of Law Enforcement.

14 **Reporting - missing reports/ non-compliance**

15 *Standard reporting procedure*

16 Vessel trip reports

17 Vessel trip reports must be sent by the Member to the Sector Manager the same day that a
18 Member lands the catch. The reports can be sent at the dealer if the dealer is willing to
19 scan and email the report or fax it. Alternatively, the Member can email the information
20 to the Sector Manager, or enter the information into the FLDRS software program
21 developed by the Northeast Fishery Science Center and upload it to the VERS web portal
22 maintained by the Science Center.

23 Dealer reports

24 Dealer weigh-out slips must be sent to the Sector Manager the same day that a Member
25 lands the catch. It is the Member's responsibility under the Agreement to assure timely
26 dealer reporting. Dealer reports must be sent as required by law to the National Marine
27 Fisheries Service.

28 Hails

29 Hail trip end reports will be sent via either 1) a Member's vessel monitoring system
30 (VMS) or 2) a cell phone (at the Member's discretion), and must be logged by the Sector
31 Manager .

32 *Special circumstances*

33 In the event that a report is late or missing, the Sector will respond in the following way.

34 Vessel trip reports

35 If the Member cannot send the report electronically and cannot physically send the report
36 in a timely manner, then the Member must call the Sector Manager and convey the
37 information over the phone. It is then the Sector Manager's responsibility to confirm to
38 the Members that the report has been received. If the Sector Manager does not receive

1 the report within two days of the fishing trip, the Member will not be allowed to make a
2 future trip within the Sector until the report is received. Fishing in violation of the Sector
3 rules may be enforced by the Sector according to the schedule of penalties outlined in
4 Exhibit A, and may also be enforced by the National Marine Fisheries Service Office of
5 Law Enforcement (NMFS OLE) if this fishing occurs despite a stop fishing order.

6 Hails

7 Failure to hail will result in a violation as outlined in Exhibit A, and may be reviewed
8 within the Sector's Infractions Committee.

9 Dealer reports

10 Failure to submit a dealer report would result in an infraction and would be enforced by
11 NMFS OLE.

12

13 **Information technology necessary to manage monitoring and reporting**

14 Vessels will have the option to use the FLDRS data reporting system developed by the
15 Northeast Fisheries Science Center for electronic vessel trip reports. If possible, this will
16 be used in lieu of paper vessel trip reports, however all sector members will comply with
17 applicable reporting requirements including submission of Vessel Trip Reports (VTRs).
18 Vessels may only use the FLDRS data reporting system after first requesting this in
19 writing to the Sector Manager, and being granted approval by the Sector Manager. The
20 software would ideally facilitate the data collection on the vessel. Data could then either
21 be emailed via VMS or transferred through a USB drive. If fishermen do not use the
22 FLDRS data reporting system, then the Sector will rely on paper vessel trip reports.
23 Additional monitoring reporting information technology needs will be met by the
24 monitoring service provider.

25

26 In addition to the FLDRS eVTR system, once fully operations, the Sector intends to use
27 the Sector Manager Tool developed by the Cape Cod Commercial Hook Fishermen's
28 Association to collect VTR and hail data for data management, and processing for the
29 purpose of submitting reports to the National Marine Fisheries Service. If this tool is not
30 available, the Sector will use Microsoft Excel to monitor ACE and to report to NMFS.

31 **Original distribution of catch history**

32 Initially, Sector Members will receive an allocation of Sector ACE equal to the Members'
33 collective PSC. In addition, the Penobscot East Resource Center will operate a permit
34 bank within the Sector to facilitate ACE leases from individual permits in the Sector to
35 other Members of the Sector. The Sector will cooperate with the Permit Bank operated
36 by the Penobscot East Resource Center in order to obtain additional ACE to benefit the
37 Sector, but the Penobscot East Resource Center reserves the right to direct the ACE to
38 Members selected by the Center. Any lease by the Permit Bank to a Sector Member shall
39 be deemed to be approved by the Sector Manager for purposes of Agreement Section
40 3.04. ACE leases between Sector Members must be approved by the Sector Manager.
41 The Sector Manager is solely responsible for conducting ACE leasing from the Northeast
42 Coastal Communities Sector to another sector. Individual Members shall not directly
43 lease their quota outside of the Sector, and must instead request the Sector Manager to

1 conduct an inter-Sector lease transactions on the Member's behalf.

2 **Rules for entry and exit from the Sector**

3 The Sector Approval process approved by the New England Fisheries Management
4 Council and NMFS requires a one- or two- year sector contract. This Agreement meets
5 that requirement. After December 21, 2014, no new Members may join the Sector for the
6 2015 fishing year. The Agreement provides a mechanism for Members to purchase
7 additional permits with Sector oversight, but these provisions can only be used IF NMFS
8 authorizes such a transfer.

9
10 The Agreement provides that any Member may voluntarily leave the Sector before
11 December 31, 2014. The Agreement also provides that Members may exit upon
12 termination of the Commitment Period. If Members attempt to exit the Sector during the
13 Commitment Period, the Agreement provides that the departing Member is subject to the
14 penalties listed in Exhibit A and must leave the unused portion of the Member's Sector
15 allocation in the Sector for the remainder of the fishing year. The Agreement also allows
16 a Member to sell, lease or transfer a Permit as defined in the Agreement subject to the
17 Right of First Refusal and Sector oversight.

18
19 Sector Members, their Permits, and Participating Vessels may be expelled from the
20 Sector by Board vote, for certain violations established in the Agreement and Exhibit A.
21 The unused portion of the expelled Member's allocation from the Sector remains in the
22 Sector for the remainder of the fishing year.

23
24 If Members elect to leave the Sector or are expelled from the Sector prior to May 1, 2015,
25 they will fish in the common pool. If Members elect to leave the Sector or are expelled
26 from the Sector on or after May 1st, 2015, then they will no longer fish in the Northeast
27 Multispecies, monkfish or skate fisheries during the 2015 fishing year, though they would
28 be permitted to participate in the lobster and other fisheries.

1 **EXHIBIT D: AT-SEA MONITORING (ASM) PROGRAM**

2

3 The Northeast Coastal Communities Sector will participate in the Northeast Fisheries Observer Program
4 (NEFOP) and the NMFS-funded at-sea monitoring (ASM) program while they operate. The sector will
5 transition to its approved industry-funded ASM program when NMFS funding for ASM ends, pursuant to
6 an independent contract between the Sector and a NMFS approved provider. This ASM coverage will have
7 vessel and trip selection coordinated through NMFS and will use approved at-sea monitors. The Sector
8 manager will maintain a database of all catch data, including but not limited to VTR, dealer, monitor, and
9 observer data. NMFS will provide the Sector with data from NEFOP and the ASM program.

1 **EXHIBIT E: DOCKSIDE MONITORING, FY 2015**

2 Since NMFS no longer requires dockside monitoring in the 2015 Fishing Year, the
3 Northeast Coastal Communities Sector will not contract with a monitoring service
4 provider for dockside monitoring. However, the Sector will retain the trip end hail
5 requirements for all fishing vessels.

6 **Vessel Hails**

7 Hail trip end

8 The trip end hail will be sent upon completion of the last haul with required updated
9 information.

10
11 Vessels will send a hail trip end message via either phone or VMS to both the Sector
12 Manager and NMFS OLE. Trip boats must send this hail at least 6 hours prior to landing.
13 The trip end hail will contain the following information: permit number, trip ID# (the
14 serial number of the first Vessel Trip Report filled out for the trip), specific offload
15 location(s) including (dock/dealer, port/harbor, and state), estimated landing time,
16 estimated offloading time and estimated weight of each species of fish being landed.
17 Upon receipt of the hail trip end message, NMFS OLE will send a confirmation message
18 to both the vessel and the Sector Manager.

19
20 For trips less than 6 hours in length or occurring within 6 hours of port, the estimated
21 time of arrival to port must be provided in a trip start hail. The trip end hail will be sent
22 upon completion of the last tow with required updated information. An alternative timing
23 for the trip end hail may be implemented if agreed upon by the sector and NOAA
24 Fisheries.

25 **Landing**

26 Sector vessels will only land their catch at a federally registered dealer. Sector Members
27 may land their catch at a truck if a federally registered dealer is present. Sector members
28 will not be allowed to offload at remote locations in the absence of a dealer. The
29 exception to this rule is the emergency safe harbor provision listed below in this Exhibit.

30 Offload at multiple locations

31 If the vessel retains a portion of the landings from a trip to be offloaded during a future
32 landing event, the VTR for the trip on which the landings were caught must include those
33 landings with the code for fish retained for future sale. The VTR for the subsequent trip,
34 after which the retained landings are finally sold, must include the previously retained
35 landings in addition to the current landings from trip. The previously retained landings
36 will be identified by a unique code on the VTR. Landings will only count against ACE
37 once.

38
39 All landings and discards by Sector vessels will be reported by the Sector Manager to
40 NMFS on a weekly basis on Thursdays.

41 **Safe harbor provision**

42 To promote safety at sea, the Sector sets forth the following protocol for variance from

1 the landing ports listed. If for reasons beyond a vessel operators control such as severe
2 weather, mechanical failures, compromised hull integrity, instances of pump failures and
3 danger of sinking, crew injury or life threatening illness and any other emergency
4 situations that may arise, a sector vessel may enter a port other than those listed as
5 “Landing Ports” to ensure the safety of the vessel and its crew. In the event that a Sector
6 Vessel must utilize this safe harbor protocol, they must notify their Manager and NMFS
7 OLE of when and where they had to seek safe harbor within 6 hours of this entering the
8 port.

9 **Vessel trip reports**

10 Paper vessel trip reports will be completed by all Sector Members and will be submitted
11 to both the Sector Manager the day that the trip ends and to the National Marine Fisheries
12 Service as required by law. Vessels may also use the FLDRS data reporting system
13 developed by the Northeast Fisheries Science Center - at the Member’s discretion.

14 **Electronic vessel trip reports**

15 In the event that electronic vessel trip reports (eVTR) will be accepted by NMFS as a
16 replacement for paper VTRs, the Northeast Coastal Communities Sector reserves the
17 right for individual Members to elect to send eVTRs to both the Sector Manager and
18 NMFS in lieu of paper reports. In order for a Member to use eVTR, if it is accepted for
19 use by NMFS, the Member must first make this request to the Sector Manager and
20 receive approval from the Sector Manager in writing. Paper VTR’s will be the default
21 legal record. In the event that a Member is approved for eVTR, then that will constitute
22 the legal record instead of paper VTR. Members must determine which form of VTR
23 they will use prior to May 1st. Members may not change between paper and electronic
24 VTR after the start of the fishing year without approval by the Sector Manager and the
25 National Marine Fisheries Service.

26 **Stock apportionment**

27 The Sector will apply the NMFS-provided stock apportionment method to derive stock
28 landings.

29

1 **EXHIBIT F: ANNUAL CATCH ENTITLEMENT MONITORING**

2 **Sector Manager responsibilities with regard to ACE reporting**

3 The Sector Manager will maintain a database of hauls, VTR, dealer, observer, and
4 electronic monitoring reports. In addition, the Sector Manager will determine all species
5 landings by stock and statistical areas, apply discard estimates to landings when
6 necessary, deduct catch from Sector TACs, and submit weekly reports detailing status,
7 catch, and discards, including compliance concerns to the Sector and NMFS. Weekly
8 reports must also include any enforcement or reporting compliance issues, including
9 violations of sector operations plan (exclusive of defined administrative provisions,
10 violations of regulations, or general problems with monitoring or sector operations during
11 the reporting period.

12 **Stop fishing orders**

13 The Sector Manager will strive to collect all reports on time to ensure timely and accurate
14 reporting. In the event that missing reports may jeopardize the Sector reporting process
15 to NMFS, the Sector Manager may issue a stop fishing order for select Members to
16 ensure compliance.

17 **ACE transfers**

18 Proposed ACE transfers must receive approval from the Sector Manager before any
19 transfers may take place.

20 **Stock-specific discard rates**

21 The Sector manager (or his/her designated representative) will derive stock specific
22 discards for each trip. If the trip is observed by either an at-sea monitor or a Northeast
23 Fisheries Observer Program (NEFOP) observer, discards will be derived based on data
24 collected during that trip and will account for all hauls (observed and unobserved) on that
25 trip. If the trip is not observed, discards will be derived using the NOAA Fisheries-
26 provided discard rate resulting from the NOAA Fisheries method to estimate 'in-season'
27 discard rates, which may not include data from research trips or sector trips using certain
28 exemptions

29 **Landings apportioned to stock area**

30 The Sector will apply the NMFS-provided stock apportionment method to derive stock
31 landings.

32 **How Sector will avoid exceeding allocations**

33 Prior to May 1st, the full Board of Directors will call an all-Member meeting. All
34 Members will be strongly encouraged to attend. The purpose of the meeting will be to
35 examine individual and group allocations so that they may decide to collectively avoid
36 exceeding allocations. The Board of Directors will be responsible for writing or
37 approving a report resulting from this meeting.

38
39 Before the Sector approaches the 90% ACE threshold for any stock, the Board of
40 Directors will issue or approve a second report to the Sector Members outlining the
41 Board's leasing and/ or fishing practices recommendations for the remainder of the

1 season. In this report, the Board may request that the Sector manager lease additional
2 quota to cover a potential overage for this and other stocks, and/or the Board of Directors
3 may request that individual Members, or the entire group, modify their fishing practices
4 to pace their catch of the weakest stock. When issuing either request, the Board of
5 Directors will examine the weekly Sector reports compiled by the Sector manager, as
6 well as individual vessel trip reports and aggregate data by gear or region as supplied by
7 the Sector manager to base future decisions on past performance. If the Board does not
8 approve a plan when the 90% threshold has been reached and the Sector is mandated to
9 report daily, the Sector Manager will use his or her discretion to issue stop fishing orders
10 to prevent Sector members from exceeding ACE allocations.

11
12 The reporting frequency for the sector manager's ACE Status Report will be increased to
13 daily when 90% of any of the sector's ACEs is reached. An alternative threshold for
14 increasing reporting frequency may be implemented during FY 2015 if agreed upon by
15 the Sector and NMFS.

16
17 The Sector will submit required reports using the format and procedure prescribed by
18 NMFS.

19
20 While the Board of Directors bears the responsibility to issue both aforementioned
21 reports, the full Sector Membership is strongly encouraged to participate in the
22 development of these reports.

23 24 **Consolidation and redistribution of ACE**

25 In FY 2014, 4% of the permits enrolled in the Northeast Coastal Communities Sector for
26 FY 2015 are attached to vessels actively fishing for NE multispecies. For FYs 2015, the
27 Northeast Coastal Communities Sector has 26 permits currently enrolled. Of those
28 permits 2 are anticipated to actively fish for NE multispecies in FYs 2015. While these
29 numbers may change, the Northeast Coastal Communities Sector expects that, compared
30 to FY 2014, there would be no change from the consolidation that previously occurred
31 among the members during FY 2014. The member permits that are not attached to active
32 NE multispecies vessels in FYs 2015 are the same permits that did not fish in FY 2014.
33 In all cases, a member who owns multiple permits fished the ACE (or DAS if in the
34 common pool) of all those permits on fewer hulls and will now continue to fish the ACE
35 contributed by all those permits on fewer hulls, resulting in no additional consolidation.

36 **Potential redirection of effort**

37 During FY 2013, Northeast Coastal Communities Sector vessels switched fishing efforts
38 into the following fisheries:

- 39 • LAGC scallop (dredge)
- 40 • A1 lobster (trap)
- 41 • Fluke (bottom trawl)
- 42 • Squid (squid trawl)
- 43 • Dogfish (longline)
- 44 • Tuna (harpoon)

45 During the first quarter of FY 2014, Northeast Coastal Communities Sector vessels

1 switched fishing efforts into the following fisheries:
2 *Sector members have not switched into any new fisheries since the 2013 fishing year. The*
3 *2014 fishing year activity in NCCS represented no change from the prior fishing year.*
4

5 During FYs 2015, Northeast Coastal Communities Sector anticipates that no further
6 redirection of effort will take place.

7 **Specific ports where Members will land fish**

8 Except in the “Safe Harbor” provision detailed in this Exhibit, Sector Members will land
9 their catch in the following primary ports: Jonesport, ME; Beals Island, ME; Milbridge,
10 ME; Winter Harbor, ME; Southwest Harbor, ME; Bar Harbor, ME; Bass Harbor, ME;
11 Northeast Harbor, ME; Stonington, ME; Port Clyde, ME; Portland, ME; New Bedford,
12 MA; Menemsha, MA; Vineyard Haven, MA; Marshfield, MA, and Sandwich, MA.

13 **How to avoid groundfish in other fisheries**

14 Sector vessels will not make sector trips (including monkfish, skate, dogfish) in non-
15 exempt fisheries or with non-exempt gear if the sector does not have ACE to cover the
16 groundfish catch (including discards) on those trips. Sector Members who participate in
17 exempted fisheries or fish with exempted gear will not have groundfish catch from those
18 trips counted against ACE, but will continue to be bound by the mortality controls for
19 those fisheries, including the use of days-at-sea.

EXHIBIT G: MEMBER FEDERAL PERMITS

Maine Federal

MRI #	STATE	BLUE FISH	BLACK SEA BASS	SPINY DOGFISH	SUMMER FLOUNDER	HERRING	AMERICAN LOBSTER	MONKFISH	NORTHEAST MULTI-SPECIES	ATLANTIC DEEP SEA RED CRAB	SCUP	SKATE	SQUID/ MACKEREL/ BUTTERFISH	TILEFISH
2245	ME			1			A1	E	A					
1508	ME						A1		A					
2278	ME	1,2	2	1	2	D	A1	E	A	A	2	1	2,3,4	
2413	ME	1				D	A1		A					
206	ME					D	A1		A					
1570	ME	1		1		D	A1		A	A			3	
47880	ME	1,2	2	1	2	D	A1	E	HA	A	2	1	2,3,4	1,2
283	ME						A1	E	A					
2042	ME	1		1		D	A1	E	A			1		1
122	ME	1		1		D	1,A1	E	A	A		1	3,4	1
1175	ME						A1		A					
1808	ME	1		1		D		E	A	A		1	T3	1

Massachusetts Federal

MRI #	STATE	BLUE FISH	BLACK SEA BASS	SPINY DOGFISH	SUMMER FLOUNDR	HERRING	GEN CAT SCALLOP	LOBSTER	MONK	MULTS	OQ	RED CRAB	SCUP	SURF CLAM	SKATE	S/M/B	TILE
1768	MA	1,2	1,2	1	1,2	D	A	1,A1	E	A	6	A	1,2	1	1	1,2,4	1
1522	MA	1						A1,AOC	E	A		A	1		1	3,4	1
2180	MA	1	1	1				A2	E	A					1		
4160	MA	1	2	1	2	D	B		E	D	6	A	2	1	1	4	1
3924	MA	1	1					A2	E	D			1		1	4	1
225	MA	1		1	1	D	A	1,A1,AOC		A	6	A	1	1	1	1	1
658	MA	1	1	1	1	D	C	1,A2	D	A	6		1	1	1	1	1
261	MA	1		1	1	D	A	1, A2, AOC	D	A	6	A		1	1	3,4	1

EXHIBIT H: MEMBERS' STATE PERMITS AND LICENSES

Maine State

MRI #	Lobster	CFC	CFS	Commercial Pelagic with crew	Commercial Pelagic single	Scallop	Shrimp w/crew	Shrimp single	Sea Urchin
1508	x						x		x
206	x					x	x		
2278	x	x		x					
2042	x	x		x		x			
283	x	x				x			x
122	x	x	x		x			x	

Massachusetts State

MRI #	Permit Type	Report- ing Fed Vessel	Report- ing Fed Comb	Report- ing Paper	Fluke	Sea Bass	Scup	Sea Scallop	Striped Bass	Dog fish	Shell fish	SW Groundfish	Sea Urchin Diver	Sea Urchin Dredge	Cap Squid	Cap Whiting	Horse shoe crab	Surface Gillnet
1768	Coastal Lobster Boat 0-59 ft.	x		x				x	x	x	x	x				x		x
1522	Coastal Lobster Boat 0-59 ft.	x		x	x	x	x		x	x	x	x						
2180	Coastal Lobster		x			x			x		x		x	x				
4160	Coastal Lobster	x			x	x			x	x								
3924	Coastal Lobster	x							x									
225	Offshore Lobster	x			x	x	x	x			x				x	x		
658	Coastal Lobster	x			x	x	x	x			x				x		x	
261	Coastal Lobster	X				x	x		x		x	x						x

EXHIBIT I: MONITORING SERVICE PROVIDER INFORMATION

The Sector will contract one or more of the companies approved by NOAA Fisheries to provide at-sea monitoring and will notify NOAA Fisheries of its selection no later than May 1, 2015. The Sector will deploy at-sea monitoring in a way to achieve X% of trips that is random and representative of fishing activities of the Sector.

The Sector will use the NOAA Fisheries-designed ASM program.

EXHIBIT J: RECORD ACCESS AUTHORIZATION

Pursuant to section 402(b)(1)(F) of the Magnuson-Stevens Fishery Conservation and Management Act, 16 U.S.C. § 1881a(b)(1)(F), the undersigned hereby authorizes the release to the Manager, or designated sector employee(s) of the Northeast Coastal Communities Sector of information that may be or is considered to be confidential or privileged by the Magnuson-Stevens Act or other federal law regarding the catch of various species of fish associated with the limited access Northeast multispecies permit with the Moratorium Right Identifiers (MRIs) enrolled in the Sector submitted to the National Marine Fisheries Service that the undersigned has authority to access. This information includes data required to be submitted or collected by NMFS, on an individual MRI and/or aggregated scale, including but not limited to days-at-sea allocation and usage, vessel trip reports, dealer reports, Northeast Federal Observer Program data, catch and landings history data for all species harvested by the vessel/MRI, Sector at-sea monitoring data, protected species takes/interactions, enforcement data, vessel baseline data (length, horsepower, etc), VMS information, and all other information associated with the vessel, MRI #, and/or permit records. In addition, this information includes data for species not managed under the multispecies FMP.

All confidential Sector data may be released to the Sector Manager, or designated sector employee(s). This statement applies to all confidential data for a two-year time period encompassing FYs 2015 and 2016.

EXHIBIT K: SECTOR ROSTER AND CONTACT

Board member	State	Last Name	First Name	Corporate Name	Vessel name	Permit #	MRI #	Email
	ME	Carver	Dwight		Mums Girls	149311	2245	dcarver54@gmail.com
Secretary/ Treasurer	ME	Hoskins	Ted	Penobscot East Resource Center	(CPH)	(permit in CPH)	522	tedhoskins44@myfairpoint.net
	ME	Pierce	Pamela		Restless	151469	11	
	ME	Bray Jr.	Lawrence		Joyce Eileen	221745	1508	
President	ME	Joyce	Jason		Andanamra	223572	2278	lobstermobster729@yahoo.com
	ME	Miller	Peter		Sasha	223738	2413	pmmrep02@localnet.com
x	ME	Hodgkins	Lawrence		Stephanie Diane	231639	206	cathy.hodgkins@yahoo.com
	ME	Brewer	Russell	F/V Moonshine Inc.	Look Out	231803	1663	Russellbrewer2@gmail.com
	ME	Brewer	Maynard		Sherm & Jake	232910	1570	Captbrewer302@gmail.com
	ME	Bray III	Lawrence		Provider	233357	1518	
	ME	Stotz	John		Dakini	233517	47880	jamaza@roadrunner.com
	ME	McGuire	J. Scott	My Lady Inc.	Miss Whitney	240548	283	
	ME	Kelley	Derreck		Capt Craz	151458	2231	
	ME	Knowles	Jayson		Tori Kay	242718	2042	
x	ME	Miller	Ira	F/V John Miller Inc. Penobscot East Resource Center	Mallary Sky	242753	122	jamiller54@roadrunner.com
	ME				(CPH)	(permit in CPH)	1973	aaron@penobscoteast.org
	ME	Thomson	Mathew		Fairwind	150576	1808	stormlobster@yahoo.com
x	MA	Pratt	Michael		Perfect C's	148049	1768	michaelpratt1@verizon.net
x	MA	Chaprales	William		Reuby	211239	1522	reubycorp@aol.com
	MA	Iacono	Wayne		Freedom	221217	2180	wayneiacono1@netzero.net
	MA	Decesare	Gregory		Rose Corey	223371	4160	rosecorey@mail.com

	MA	Decesare Dutra	Gregory		(CPH) Richard and Arnold	221579	225	
	MA		David	Vineyard Highlands Inc.	Unicorn	240095		Judydutra43@comcast.net
	MA	Mayhew	Greg	Michael Kevin, Inc	(CPH)	320660	658	greg.swordstriker@gmail.com
	MA	Pratt	Ralph		(CPH)	(permit in CPH)	2029	ralph.pratt@verizon.net
	ME	Mitschele	Jason		(CPH)	310150	48020	lobsterhauler@maine.rr.com
	MA	Brighton	Wesley		Martha Elizabeth	149485		wcbrighton@gmail.com
Sector Manager	ME	Shepard	Patrick					patrick@penobscoteast.org

EXHIBIT L: SIGNATURES

**Fishing Year 2015 Membership Agreement & Operations Plan
Northeast Coastal Communities Sector**

April 29, 2015

IN WITNESS WHEREOF, the undersigned parties have executed the **September 2, 2014** version of the Membership Agreement, as of the date first written above:

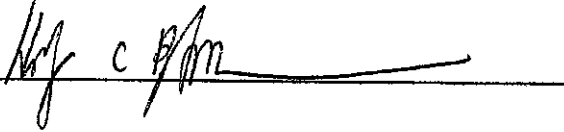
Name: Wesley Brighton

Vessel: Martha Elizabeth

Permit #: 149485

Address: P.O. Box 34 Menemsha, MA 02552

Signature:


A handwritten signature in black ink, appearing to read 'Wesley Brighton', is written over a horizontal line. The signature is cursive and somewhat stylized.

**Fishing Year 2015 Membership Agreement & Operations Plan
Northeast Coastal Communities Sector**

January 2, 2015

IN WITNESS WHEREOF, the undersigned parties have executed the September 2, 2014 version of the Membership Agreement, as of the date first written above:

Name: Mathew Thomson
Vessel: Fairwind
Permit #: 150576
Address: P.O. Box 64
Monhegan, ME 4852

Signature:  _____

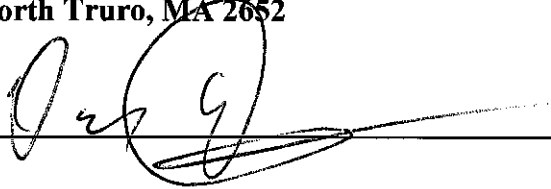
**Fishing Year 2015 Membership Agreement & Operations Plan
Northeast Coastal Communities Sector**

January 2, 2015

IN WITNESS WHEREOF, the undersigned parties have executed the September 2, 2014 version of the Membership Agreement, as of the date first written above:

Name: David Dutra
Vessel: Richard and Arnold
Permit #: 240095
Address: P.O. Box 326
43 Shore Road
North Truro, MA 2652

Signature: _____

A handwritten signature in black ink, appearing to read 'D Dutra', is written over a horizontal line. The signature is stylized and includes a large circular flourish.

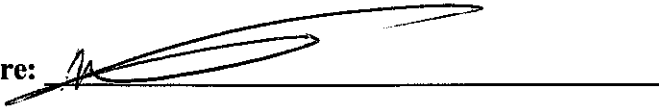
**Fishing Year 2015 Membership Agreement & Operations Plan
Northeast Coastal Communities Sector**

January 2, 2015.

IN WITNESS WHEREOF, the undersigned parties have executed the September 2, 2014 version of the Membership Agreement, as of the date first written above:

Name: Michael Pratt
Vessel: Perfect C's
Permit #: 148049
Address: 4 Charles Drive
Canton, MA 2021

Signature:



**Fishing Year 2015 Membership Agreement & Operations Plan
Northeast Coastal Communities Sector**

January 2, 2015

IN WITNESS WHEREOF, the undersigned parties have executed the September 2, 2014 version of the Membership Agreement, as of the date first written above:

Name: Dwight Carver
Vessel: Mums Girls
Permit #: 149311
Address: P.O. Box 131
73 Barney Cove Road
Beals Island, ME 4611

Signature: _____

Dwight Carver

**Fishing Year 2015 Membership Agreement & Operations Plan
Northeast Coastal Communities Sector**

January 2, 2015

IN WITNESS WHEREOF, the undersigned parties have executed the September 2, 2014 version of the Membership Agreement, as of the date first written above:

Name: J. Scott McGuire
Corporate: My Lady Inc.
Vessel: Miss Whitney
Permit #: 240548
Address: P.O. Box 297
Stonington, ME 4681

Signature: _____

J. Scott McGuire

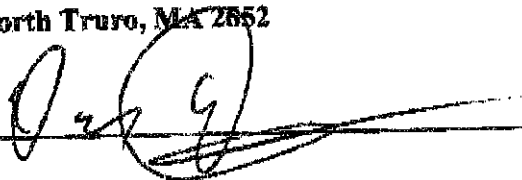
**Fishing Year 2015 Membership Agreement & Operations Plan
Northeast Coastal Communities Sector**

January 2, 2015

IN WITNESS WHEREOF, the undersigned parties have executed the ~~September 2, 2014~~
version of the Membership Agreement, as of the date first written above:

Name: David Dutra
Vessel: Richard and Arnold
Permit #: 240095
Address: P.O. Box 326
43 Shore Road
North Truro, MA 2652

Signature: _____

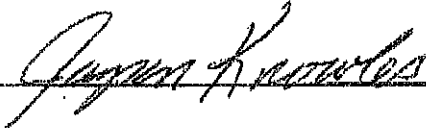
A handwritten signature in black ink, appearing to read 'D. Dutra', is written over a horizontal line. The signature is stylized and includes a large loop.

**Fishing Year 2015 Membership Agreement & Operations Plan
Northeast Coastal Communities Sector**

January 2, 2015

IN WITNESS WHEREOF, the undersigned parties have executed the September 2, 2014 version of the Membership Agreement, as of the date first written above:

Name: Jayson Knowles
Vessel: Teri Kay
Permit #: 242718
Address: P.O. Box 249
Gouldsboro, ME 4607


Signature:  _____

**Fishing Year 2015 Membership Agreement & Operations Plan
Northeast Coastal Communities Sector**

January 2, 2015

IN WITNESS WHEREOF, the undersigned parties have executed the September 2, 2014 version of the Membership Agreement, as of the date first written above:

Name: Gregory Decesare
Vessel: Rose Corey
Permit #: 221579 + 223371
Address: 605 Webster Street
Marshfield, MA 2050

Signature:  _____

221579 is in CPH
223371 is active

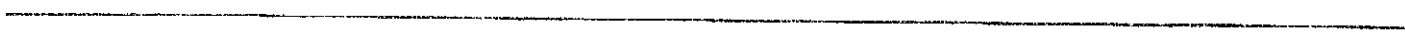
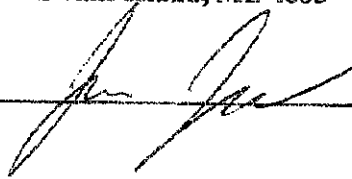
**Fishing Year 2015 Membership Agreement & Operations Plan
Northeast Coastal Communities Sector**

January 2, 2015

IN WITNESS WHEREOF, the undersigned parties have executed the September 2, 2014 version of the Membership Agreement, as of the date first written above:

Name: Jason Joyce, President
Vessel: Andanamra
Permit #: 223572
Address: 20 Grindle Hill Road
Swans Island, ME 4685

Signature: _____



**Fishing Year 2015 Membership Agreement & Operations Plan
Northeast Coastal Communities Sector**

January 2, 2015

IN WITNESS WHEREOF, the undersigned parties have executed the September 2, 2014 version of the Membership Agreement, as of the date first written above:

Name: Jason Mitchell *Mitschele*

Vessel: Kristin & Michael

Permit #: CPH (310150)

Address: 28 Oak Wood Drive
South Portland 04106

Signature: _____

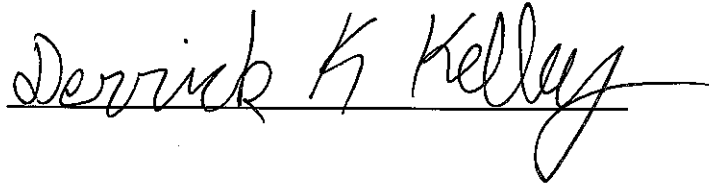

**Fishing Year 2015 Membership Agreement & Operations Plan
Northeast Coastal Communities Sector**

January 2, 2015

IN WITNESS WHEREOF, the undersigned parties have executed the September 2, 2014 version of the Membership Agreement, as of the date first written above:

Name: Derreck Kelley
Vessel: Capt Craz
Permit #: 151458
Address: P.O. Box 557
Cypress Hill
Jonesport, ME 4649

Signature:

A handwritten signature in cursive script that reads "Derreck K. Kelley". The signature is written over a horizontal line.

**Fishing Year 2015 Membership Agreement & Operations Plan
Northeast Coastal Communities Sector**

January 2, 2015

IN WITNESS WHEREOF, the undersigned parties have executed the September 2, 2014 version of the Membership Agreement, as of the date first written above:

Name: Greg Mayhew Vice President
Corporate: Vineyard Highlands Inc.
Vessel: Unicorn
Permit #: 320660
Address: P O BOX 396
Chilmark, MA 2535

Signature: Gregory Mayhew

**Fishing Year 2015 Membership Agreement & Operations Plan
Northeast Coastal Communities Sector**

January 2, 2015

IN WITNESS WHEREOF, the undersigned parties have executed the September 2, 2014 version of the Membership Agreement, as of the date first written above:

Name: Penobscot East Resource Center
Vessel: (CPH)
Permit #: (permit in CPH)
Address: P.O. Box 27
13 Atlantic Avenue
Stonington, ME 4681

Signature: 

Robin Alden

**Fishing Year 2015 Membership Agreement & Operations Plan
Northeast Coastal Communities Sector**

January 2, 2015

IN WITNESS WHEREOF, the undersigned parties have executed the September 2, 2014 version of the Membership Agreement, as of the date first written above:

Name: Penobscot East Resource Center, Secretary/ Treasurer
Vessel: (CPH)
Permit #: (permit in CPH)
Address: P.O. Box 27
13 Atlantic Avenue
Stonington, ME 4681

Signature: 
Robin Alden

**Fishing Year 2015 Membership Agreement & Operations Plan
Northeast Coastal Communities Sector**

January 2, 2015

IN WITNESS WHEREOF, the undersigned parties have executed the September 2, 2014 version of the Membership Agreement, as of the date first written above:

Name: William Chaprales
Vessel: Reuby
Permit #: 211239
Address: 29 Stonebridge Lane
Marstons Mills, MA 2648

Signature: William Chaprales

**Fishing Year 2015 Membership Agreement & Operations Plan
Northeast Coastal Communities Sector**

January 2, 2015

IN WITNESS WHEREOF, the undersigned parties have executed the September 2, 2014 version of the Membership Agreement, as of the date first written above:

Name: John Stotz
Vessel: Dakini
Permit #: 233517
Address: 58 Backshore Road
Round Pond, ME 4564

Signature:

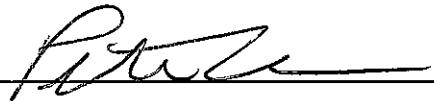
A handwritten signature in black ink, appearing to read "John Stotz", is written over a horizontal line.

**Fishing Year 2015 Membership Agreement & Operations Plan
Northeast Coastal Communities Sector**

January 2, 2015

IN WITNESS WHEREOF, the undersigned parties have executed the September 2, 2014 version of the Membership Agreement, as of the date first written above:

Name: Peter Miller
Vessel: Sasha
Permit #: 223738
Address: P.O. Box 302
Tenants Harbor, ME 4860

Signature:  _____

**Fishing Year 2015 Membership Agreement & Operations Plan
Northeast Coastal Communities Sector**

January 2, 2015

IN WITNESS WHEREOF, the undersigned parties have executed the September 2, 2014 version of the Membership Agreement, as of the date first written above:

Name: Ira Miller
Corporate: F/V John Miller Inc.
Vessel: Mallery Sky
Permit #: 242753
Address: P.O. Box 73
Tenants Harbor, ME 4860

Signature: Ira M. Miller

**Fishing Year 2015 Membership Agreement & Operations Plan
Northeast Coastal Communities Sector**

January 2, 2015

IN WITNESS WHEREOF, the undersigned parties have executed the September 2, 2014 version of the Membership Agreement, as of the date first written above:

Name: Russell Brewer
Corporate: F/V Moonshine Inc.
Vessel: Look Out
Permit #: 231803
Address: 678 Hendricks Hill Road
Boothbay Harbor, ME 4538

Signature: _____

A handwritten signature in black ink, appearing to read "Russell Brewer", is written over a solid black horizontal line.

**Fishing Year 2015 Membership Agreement & Operations Plan
Northeast Coastal Communities Sector**

January 2, 2015

IN WITNESS WHEREOF, the undersigned parties have executed the September 2, 2014 version of the Membership Agreement, as of the date first written above:

Name: Lawrence Bray Jr.
Vessel: Joyce Eileen
Permit #: 221745
Address: P.O. Box 233
Stonington, ME 4681

Signature:  _____

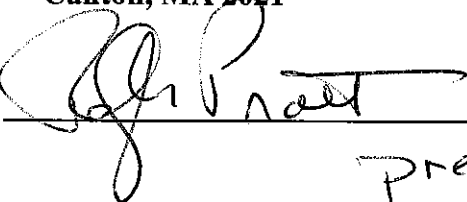
**Fishing Year 2015 Membership Agreement & Operations Plan
Northeast Coastal Communities Sector**

January 2, 2015

IN WITNESS WHEREOF, the undersigned parties have executed the September 2, 2014 version of the Membership Agreement, as of the date first written above:

Name: Ralph Pratt
Corporate: Michael Kevin, Inc
Vessel: (CPH)
Permit #: (permit in CPH)
Address: 5 Springdale Terrace
Canton, MA 2021

Signature:



president

**Fishing Year 2015 Membership Agreement & Operations Plan
Northeast Coastal Communities Sector**

January 2, 2015

IN WITNESS WHEREOF, the undersigned parties have executed the September 2, 2014 version of the Membership Agreement, as of the date first written above:

Name: Wayne Iacono
Vessel: Freedom
Permit #: 221217
Address: P.O. Box 768
16 Clambelly Road
Chilmark, MA 2535

Signature: Wayne V Iacono

Fishing Year 2015 - 2016 Membership Agreement and Operations Plan:

Northeast Coastal Communities Sector

January 2, 2015

IN WITNESS WHEREOF, the undersigned parties have executed the September 2, 2014 version of the Membership Agreement, as of the date first written above:

Pamela Pierce

A handwritten signature in cursive script that reads "Pamela Pierce" is written over a horizontal line.

Pamela Pierce

PO Box 359

Southwest Harbor, ME 04679

Vessel Name: Rhonda

Federal Permit No: 210651

Fishing Year 2015 - 2016 Membership Agreement and Operations Plan:

Northeast Coastal Communities Sector

January 2, 2015

IN WITNESS WHEREOF, the undersigned parties have executed the September 2, 2014 version of the Membership Agreement, as of the date first written above:

Lawrence Bray III



Lawrence Bray III

21 Birdie Lane

Stonington, ME 04627

Vessel Name: F/V Provider

Federal Permit No: 233357

**Fishing Year 2015 Membership Agreement & Operations Plan
Northeast Coastal Communities Sector**

April 29, 2015

IN WITNESS WHEREOF, the undersigned parties have executed the **September 2, 2014** version of the Membership Agreement, as of the date first written above:

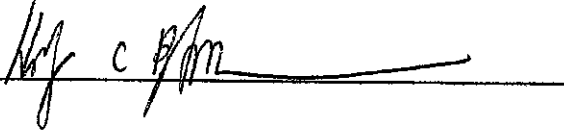
Name: Wesley Brighton

Vessel: Martha Elizabeth

Permit #: 149485

Address: P.O. Box 34 Menemsha, MA 02552

Signature:

A handwritten signature in black ink, appearing to read 'Wesley Brighton', is written over a horizontal line. The signature is cursive and somewhat stylized.

**Fishing Year 2015 Membership Agreement & Operations Plan
Northeast Coastal Communities Sector**

January 2, 2015

IN WITNESS WHEREOF, the undersigned parties have executed the September 2, 2014 version of the Membership Agreement, as of the date first written above:

Name: Mathew Thomson
Vessel: Fairwind
Permit #: 150576
Address: P.O. Box 64
Monhegan, ME 4852

Signature:  _____

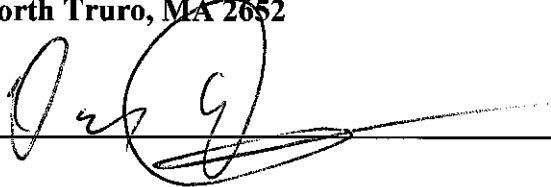
**Fishing Year 2015 Membership Agreement & Operations Plan
Northeast Coastal Communities Sector**

January 2, 2015

IN WITNESS WHEREOF, the undersigned parties have executed the September 2, 2014 version of the Membership Agreement, as of the date first written above:

Name: David Dutra
Vessel: Richard and Arnold
Permit #: 240095
Address: P.O. Box 326
43 Shore Road
North Truro, MA 2652

Signature: _____

A handwritten signature in black ink, appearing to read 'D Dutra', is written over a horizontal line. The signature is stylized and includes a large circular flourish.

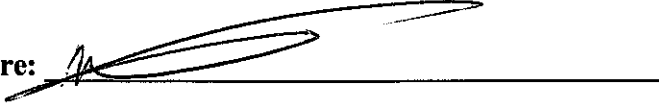
**Fishing Year 2015 Membership Agreement & Operations Plan
Northeast Coastal Communities Sector**

January 2, 2015.

IN WITNESS WHEREOF, the undersigned parties have executed the September 2, 2014 version of the Membership Agreement, as of the date first written above:

Name: Michael Pratt
Vessel: Perfect C's
Permit #: 148049
Address: 4 Charles Drive
Canton, MA 2021

Signature:



**Fishing Year 2015 Membership Agreement & Operations Plan
Northeast Coastal Communities Sector**

January 2, 2015

IN WITNESS WHEREOF, the undersigned parties have executed the September 2, 2014 version of the Membership Agreement, as of the date first written above:

Name: Dwight Carver
Vessel: Mums Girls
Permit #: 149311
Address: P.O. Box 131
73 Barney Cove Road
Beals Island, ME 4611

Signature: _____

Dwight Carver

**Fishing Year 2015 Membership Agreement & Operations Plan
Northeast Coastal Communities Sector**

January 2, 2015

IN WITNESS WHEREOF, the undersigned parties have executed the September 2, 2014 version of the Membership Agreement, as of the date first written above:

Name: J. Scott McGuire
Corporate: My Lady Inc.
Vessel: Miss Whitney
Permit #: 240548
Address: P.O. Box 297
Stonington, ME 4681

Signature: _____

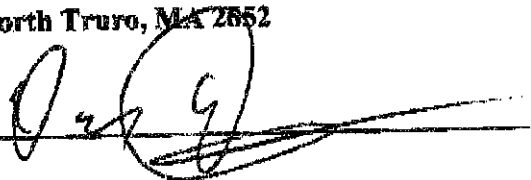
J. Scott McGuire

**Fishing Year 2015 Membership Agreement & Operations Plan
Northeast Coastal Communities Sector**

January 2, 2015

IN WITNESS WHEREOF, the undersigned parties have executed the ~~September 2, 2014~~
version of the Membership Agreement, as of the date first written above:

Name: David Dutra
Vessel: Richard and Arnold
Permit #: 240095
Address: P.O. Box 326
43 Shore Road
North Truro, MA 2852

Signature: 

**Fishing Year 2015 Membership Agreement & Operations Plan
Northeast Coastal Communities Sector**

January 2, 2015

IN WITNESS WHEREOF, the undersigned parties have executed the September 2, 2014 version of the Membership Agreement, as of the date first written above:

Name: Jayson Knowles
Vessel: Teri Kay
Permit #: 242718
Address: P.O. Box 249
Gouldsboro, ME 4607

Signature: _____


Jayson Knowles

**Fishing Year 2015 Membership Agreement & Operations Plan
Northeast Coastal Communities Sector**

January 2, 2015

IN WITNESS WHEREOF, the undersigned parties have executed the September 2, 2014 version of the Membership Agreement, as of the date first written above:

Name: Gregory Decesare
Vessel: Rose Corey
Permit #: 221579 + 223371
Address: 605 Webster Street
Marshfield, MA 2050

Signature:  _____

221579 is in CPH
223371 is active

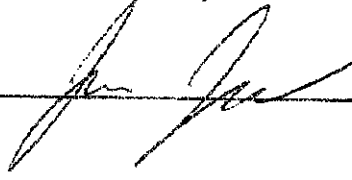
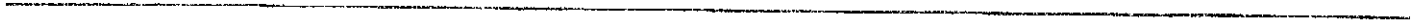
**Fishing Year 2015 Membership Agreement & Operations Plan
Northeast Coastal Communities Sector**

January 2, 2015

IN WITNESS WHEREOF, the undersigned parties have executed the September 2, 2014 version of the Membership Agreement, as of the date first written above:

Name: Jason Joyce, President
Vessel: Andanamra
Permit #: 223572
Address: 20 Grindle Hill Road
Swans Island, ME 4685

Signature: _____

A handwritten signature in black ink, appearing to read "Jason Joyce", is written over a horizontal line. The signature is cursive and somewhat stylized.

**Fishing Year 2015 Membership Agreement & Operations Plan
Northeast Coastal Communities Sector**

January 2, 2015

IN WITNESS WHEREOF, the undersigned parties have executed the September 2, 2014 version of the Membership Agreement, as of the date first written above:

Name: Jason Mitchell *Mitschele*

Vessel: Kristin & Michael

Permit #: CPH (310150)

Address: 28 Oak Wood Drive
South Portland 04106

Signature: _____



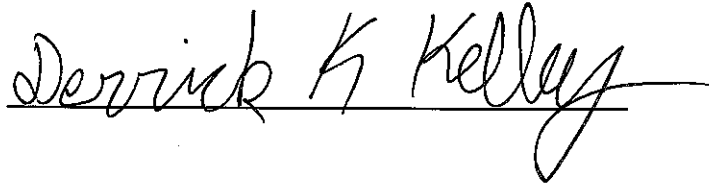
**Fishing Year 2015 Membership Agreement & Operations Plan
Northeast Coastal Communities Sector**

January 2, 2015

IN WITNESS WHEREOF, the undersigned parties have executed the September 2, 2014 version of the Membership Agreement, as of the date first written above:

Name: Derreck Kelley
Vessel: Capt Craz
Permit #: 151458
Address: P.O. Box 557
Cypress Hill
Jonesport, ME 4649

Signature:

A handwritten signature in cursive script that reads "Derreck K. Kelley". The signature is written over a horizontal line.

**Fishing Year 2015 Membership Agreement & Operations Plan
Northeast Coastal Communities Sector**

January 2, 2015

IN WITNESS WHEREOF, the undersigned parties have executed the September 2, 2014 version of the Membership Agreement, as of the date first written above:

Name: Greg Mayhew Vice President
Corporate: Vineyard Highlands Inc.
Vessel: Unicorn
Permit #: 320660
Address: P O BOX 396
Chilmark, MA 2535

Signature: Gregory Mayhew

**Fishing Year 2015 Membership Agreement & Operations Plan
Northeast Coastal Communities Sector**

January 2, 2015

IN WITNESS WHEREOF, the undersigned parties have executed the September 2, 2014 version of the Membership Agreement, as of the date first written above:

Name: Penobscot East Resource Center
Vessel: (CPH)
Permit #: (permit in CPH)
Address: P.O. Box 27
13 Atlantic Avenue
Stonington, ME 4681

Signature: 

Robin Alden

**Fishing Year 2015 Membership Agreement & Operations Plan
Northeast Coastal Communities Sector**

January 2, 2015

IN WITNESS WHEREOF, the undersigned parties have executed the September 2, 2014 version of the Membership Agreement, as of the date first written above:

Name: Penobscot East Resource Center, Secretary/ Treasurer
Vessel: (CPH)
Permit #: (permit in CPH)
Address: P.O. Box 27
13 Atlantic Avenue
Stonington, ME 4681

Signature: 
Robin Alden

**Fishing Year 2015 Membership Agreement & Operations Plan
Northeast Coastal Communities Sector**

January 2, 2015

IN WITNESS WHEREOF, the undersigned parties have executed the September 2, 2014 version of the Membership Agreement, as of the date first written above:

Name: William Chaprales
Vessel: Reuby
Permit #: 211239
Address: 29 Stonebridge Lane
Marstons Mills, MA 2648

Signature: William Chaprales

**Fishing Year 2015 Membership Agreement & Operations Plan
Northeast Coastal Communities Sector**

January 2, 2015

IN WITNESS WHEREOF, the undersigned parties have executed the September 2, 2014 version of the Membership Agreement, as of the date first written above:

Name: John Stotz
Vessel: Dakini
Permit #: 233517
Address: 58 Backshore Road
Round Pond, ME 4564

Signature:

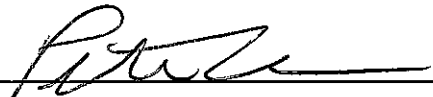
A handwritten signature in cursive script, appearing to read "John Stotz", is written over a horizontal line.

**Fishing Year 2015 Membership Agreement & Operations Plan
Northeast Coastal Communities Sector**

January 2, 2015

IN WITNESS WHEREOF, the undersigned parties have executed the September 2, 2014 version of the Membership Agreement, as of the date first written above:

Name: Peter Miller
Vessel: Sasha
Permit #: 223738
Address: P.O. Box 302
Tenants Harbor, ME 4860

Signature:  _____

**Fishing Year 2015 Membership Agreement & Operations Plan
Northeast Coastal Communities Sector**

January 2, 2015

IN WITNESS WHEREOF, the undersigned parties have executed the September 2, 2014 version of the Membership Agreement, as of the date first written above:

Name: Ira Miller
Corporate: F/V John Miller Inc.
Vessel: Mallery Sky
Permit #: 242753
Address: P.O. Box 73
Tenants Harbor, ME 4860

Signature: Ira M. Miller

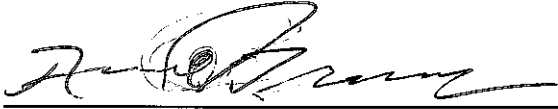
**Fishing Year 2015 Membership Agreement & Operations Plan
Northeast Coastal Communities Sector**

January 2, 2015

IN WITNESS WHEREOF, the undersigned parties have executed the September 2, 2014 version of the Membership Agreement, as of the date first written above:

Name: Russell Brewer
Corporate: F/V Moonshine Inc.
Vessel: Look Out
Permit #: 231803
Address: 678 Hendricks Hill Road
Boothbay Harbor, ME 4538

Signature: _____



**Fishing Year 2015 Membership Agreement & Operations Plan
Northeast Coastal Communities Sector**

January 2, 2015

IN WITNESS WHEREOF, the undersigned parties have executed the September 2, 2014 version of the Membership Agreement, as of the date first written above:

Name: Lawrence Bray Jr.
Vessel: Joyce Eileen
Permit #: 221745
Address: P.O. Box 233
Stonington, ME 4681

Signature:  _____

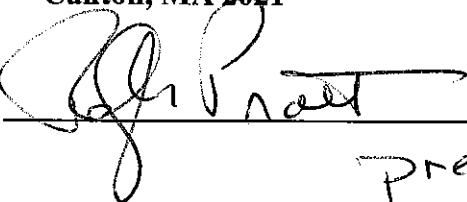
**Fishing Year 2015 Membership Agreement & Operations Plan
Northeast Coastal Communities Sector**

January 2, 2015

IN WITNESS WHEREOF, the undersigned parties have executed the September 2, 2014 version of the Membership Agreement, as of the date first written above:

Name: Ralph Pratt
Corporate: Michael Kevin, Inc
Vessel: (CPH)
Permit #: (permit in CPH)
Address: 5 Springdale Terrace
Canton, MA 2021

Signature:



president

**Fishing Year 2015 Membership Agreement & Operations Plan
Northeast Coastal Communities Sector**

January 2, 2015

IN WITNESS WHEREOF, the undersigned parties have executed the September 2, 2014 version of the Membership Agreement, as of the date first written above:

Name: Wayne Iacono
Vessel: Freedom
Permit #: 221217
Address: P.O. Box 768
16 Clambelly Road
Chilmark, MA 2535

Signature: Wayne V Iacono

**Fishing Year 2015 Membership Agreement & Operations Plan
Northeast Coastal Communities Sector**

April 29, 2015

IN WITNESS WHEREOF, the undersigned parties have executed the **September 2, 2014** version of the Membership Agreement, as of the date first written above:

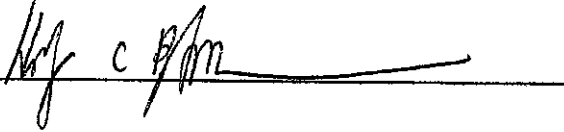
Name: Wesley Brighton

Vessel: Martha Elizabeth

Permit #: 149485

Address: P.O. Box 34 Menemsha, MA 02552

Signature:

A handwritten signature in black ink, appearing to read 'Wesley Brighton', is written over a horizontal line. The signature is cursive and somewhat stylized.

**Fishing Year 2015 Membership Agreement & Operations Plan
Northeast Coastal Communities Sector**

January 2, 2015

IN WITNESS WHEREOF, the undersigned parties have executed the September 2, 2014 version of the Membership Agreement, as of the date first written above:

Name: Mathew Thomson
Vessel: Fairwind
Permit #: 150576
Address: P.O. Box 64
Monhegan, ME 4852

Signature:  _____

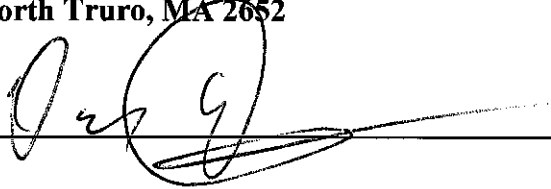
**Fishing Year 2015 Membership Agreement & Operations Plan
Northeast Coastal Communities Sector**

January 2, 2015

IN WITNESS WHEREOF, the undersigned parties have executed the September 2, 2014 version of the Membership Agreement, as of the date first written above:

Name: David Dutra
Vessel: Richard and Arnold
Permit #: 240095
Address: P.O. Box 326
43 Shore Road
North Truro, MA 2652

Signature: _____

A handwritten signature in black ink, appearing to read 'D Dutra', is written over a horizontal line. The signature is stylized and includes a large circular flourish.

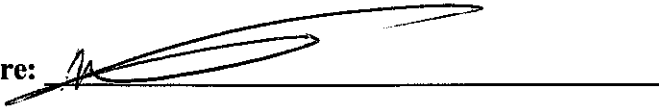
**Fishing Year 2015 Membership Agreement & Operations Plan
Northeast Coastal Communities Sector**

January 2, 2015.

IN WITNESS WHEREOF, the undersigned parties have executed the September 2, 2014 version of the Membership Agreement, as of the date first written above:

Name: Michael Pratt
Vessel: Perfect C's
Permit #: 148049
Address: 4 Charles Drive
Canton, MA 2021

Signature:



**Fishing Year 2015 Membership Agreement & Operations Plan
Northeast Coastal Communities Sector**

January 2, 2015

IN WITNESS WHEREOF, the undersigned parties have executed the September 2, 2014 version of the Membership Agreement, as of the date first written above:

Name: Dwight Carver
Vessel: Mums Girls
Permit #: 149311
Address: P.O. Box 131
73 Barney Cove Road
Beals Island, ME 4611

Signature: _____

Dwight Carver

**Fishing Year 2015 Membership Agreement & Operations Plan
Northeast Coastal Communities Sector**

January 2, 2015

IN WITNESS WHEREOF, the undersigned parties have executed the September 2, 2014 version of the Membership Agreement, as of the date first written above:

Name: J. Scott McGuire
Corporate: My Lady Inc.
Vessel: Miss Whitney
Permit #: 240548
Address: P.O. Box 297
Stonington, ME 4681

Signature: _____

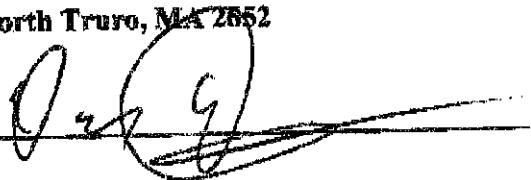
J. Scott McGuire

**Fishing Year 2015 Membership Agreement & Operations Plan
Northeast Coastal Communities Sector**

January 2, 2015

IN WITNESS WHEREOF, the undersigned parties have executed the ~~September 2, 2014~~
version of the Membership Agreement, as of the date first written above:

Name: David Dutra
Vessel: Richard and Arnold
Permit #: 240095
Address: P.O. Box 326
43 Shore Road
North Truro, MA 2652

Signature: 

**Fishing Year 2015 Membership Agreement & Operations Plan
Northeast Coastal Communities Sector**

January 2, 2015

IN WITNESS WHEREOF, the undersigned parties have executed the September 2, 2014 version of the Membership Agreement, as of the date first written above:

Name: Jayson Knowles
Vessel: Teri Kay
Permit #: 242718
Address: P.O. Box 249
Gouldsboro, ME 4607

Signature: _____


Jayson Knowles

**Fishing Year 2015 Membership Agreement & Operations Plan
Northeast Coastal Communities Sector**

January 2, 2015

IN WITNESS WHEREOF, the undersigned parties have executed the September 2, 2014 version of the Membership Agreement, as of the date first written above:

Name: Gregory Decesare
Vessel: Rose Corey
Permit #: 221579 + 223371
Address: 605 Webster Street
Marshfield, MA 2050

Signature:  _____

221579 is in CPH
223371 is active

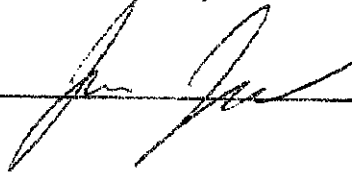
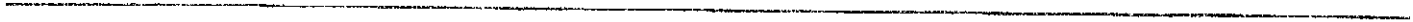
**Fishing Year 2015 Membership Agreement & Operations Plan
Northeast Coastal Communities Sector**

January 2, 2015

IN WITNESS WHEREOF, the undersigned parties have executed the September 2, 2014 version of the Membership Agreement, as of the date first written above:

Name: Jason Joyce, President
Vessel: Andanamra
Permit #: 223572
Address: 20 Grindle Hill Road
Swans Island, ME 4685

Signature: _____

A handwritten signature in black ink, appearing to read "Jason Joyce", is written over a horizontal line.

**Fishing Year 2015 Membership Agreement & Operations Plan
Northeast Coastal Communities Sector**

January 2, 2015

IN WITNESS WHEREOF, the undersigned parties have executed the September 2, 2014 version of the Membership Agreement, as of the date first written above:

Name: Jason Mitchell *Mitschele*

Vessel: Kristin & Michael

Permit #: CPH (310150)

Address: 28 Oak Wood Drive
South Portland 04106

Signature: _____



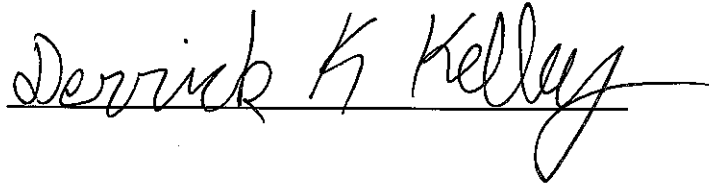
**Fishing Year 2015 Membership Agreement & Operations Plan
Northeast Coastal Communities Sector**

January 2, 2015

IN WITNESS WHEREOF, the undersigned parties have executed the September 2, 2014 version of the Membership Agreement, as of the date first written above:

Name: Derreck Kelley
Vessel: Capt Craz
Permit #: 151458
Address: P.O. Box 557
Cypress Hill
Jonesport, ME 4649

Signature:

A handwritten signature in cursive script that reads "Derreck K. Kelley". The signature is written over a horizontal line.

**Fishing Year 2015 Membership Agreement & Operations Plan
Northeast Coastal Communities Sector**

January 2, 2015

IN WITNESS WHEREOF, the undersigned parties have executed the September 2, 2014 version of the Membership Agreement, as of the date first written above:

Name: Greg Mayhew Vice President
Corporate: Vineyard Highlands Inc.
Vessel: Unicorn
Permit #: 320660
Address: P O BOX 396
Chilmark, MA 2535

Signature: Gregory Mayhew

**Fishing Year 2015 Membership Agreement & Operations Plan
Northeast Coastal Communities Sector**

January 2, 2015

IN WITNESS WHEREOF, the undersigned parties have executed the September 2, 2014 version of the Membership Agreement, as of the date first written above:

Name: Penobscot East Resource Center
Vessel: (CPH)
Permit #: (permit in CPH)
Address: P.O. Box 27
13 Atlantic Avenue
Stonington, ME 4681

Signature: 

Robin Alden

**Fishing Year 2015 Membership Agreement & Operations Plan
Northeast Coastal Communities Sector**

January 2, 2015

IN WITNESS WHEREOF, the undersigned parties have executed the September 2, 2014 version of the Membership Agreement, as of the date first written above:

Name: Penobscot East Resource Center, Secretary/ Treasurer
Vessel: (CPH)
Permit #: (permit in CPH)
Address: P.O. Box 27
13 Atlantic Avenue
Stonington, ME 4681

Signature: 
Robin Alden

**Fishing Year 2015 Membership Agreement & Operations Plan
Northeast Coastal Communities Sector**

January 2, 2015

IN WITNESS WHEREOF, the undersigned parties have executed the September 2, 2014 version of the Membership Agreement, as of the date first written above:

Name: William Chaprales
Vessel: Reuby
Permit #: 211239
Address: 29 Stonebridge Lane
Marstons Mills, MA 2648

Signature: 

**Fishing Year 2015 Membership Agreement & Operations Plan
Northeast Coastal Communities Sector**

January 2, 2015

IN WITNESS WHEREOF, the undersigned parties have executed the September 2, 2014 version of the Membership Agreement, as of the date first written above:

Name: John Stotz
Vessel: Dakini
Permit #: 233517
Address: 58 Backshore Road
Round Pond, ME 4564

Signature:

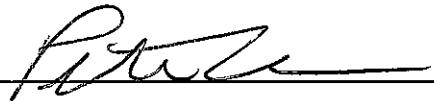
A handwritten signature in cursive script, appearing to read "John Stotz", is written over a horizontal line.

**Fishing Year 2015 Membership Agreement & Operations Plan
Northeast Coastal Communities Sector**

January 2, 2015

IN WITNESS WHEREOF, the undersigned parties have executed the September 2, 2014 version of the Membership Agreement, as of the date first written above:

Name: Peter Miller
Vessel: Sasha
Permit #: 223738
Address: P.O. Box 302
Tenants Harbor, ME 4860

Signature:  _____

**Fishing Year 2015 Membership Agreement & Operations Plan
Northeast Coastal Communities Sector**

January 2, 2015

IN WITNESS WHEREOF, the undersigned parties have executed the September 2, 2014 version of the Membership Agreement, as of the date first written above:

Name: Ira Miller
Corporate: F/V John Miller Inc.
Vessel: Mallery Sky
Permit #: 242753
Address: P.O. Box 73
Tenants Harbor, ME 4860

Signature: Ira M. Miller

**Fishing Year 2015 Membership Agreement & Operations Plan
Northeast Coastal Communities Sector**

January 2, 2015

IN WITNESS WHEREOF, the undersigned parties have executed the September 2, 2014 version of the Membership Agreement, as of the date first written above:

Name: Russell Brewer
Corporate: F/V Moonshine Inc.
Vessel: Look Out
Permit #: 231803
Address: 678 Hendricks Hill Road
Boothbay Harbor, ME 4538

Signature: _____

A handwritten signature in black ink, appearing to read "Russell Brewer", is written over a solid black horizontal line.

**Fishing Year 2015 Membership Agreement & Operations Plan
Northeast Coastal Communities Sector**

January 2, 2015

IN WITNESS WHEREOF, the undersigned parties have executed the September 2, 2014 version of the Membership Agreement, as of the date first written above:

Name: Lawrence Bray Jr.
Vessel: Joyce Eileen
Permit #: 221745
Address: P.O. Box 233
Stonington, ME 4681

Signature:  _____

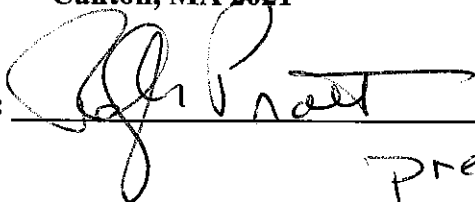
**Fishing Year 2015 Membership Agreement & Operations Plan
Northeast Coastal Communities Sector**

January 2, 2015

IN WITNESS WHEREOF, the undersigned parties have executed the September 2, 2014 version of the Membership Agreement, as of the date first written above:

Name: Ralph Pratt
Corporate: Michael Kevin, Inc
Vessel: (CPH)
Permit #: (permit in CPH)
Address: 5 Springdale Terrace
Canton, MA 2021

Signature:



president

**Fishing Year 2015 Membership Agreement & Operations Plan
Northeast Coastal Communities Sector**

January 2, 2015

IN WITNESS WHEREOF, the undersigned parties have executed the September 2, 2014 version of the Membership Agreement, as of the date first written above:

Name: Wayne Iacono
Vessel: Freedom
Permit #: 221217
Address: P.O. Box 768
16 Clambelly Road
Chilmark, MA 2535

Signature: Wayne V Iacono