

1 **SUSTAINABLE HARVEST SECTOR**

2  
3 **MEMBERSHIP CONTRACT**

4  
5 **Fishing Year 2011**

6  
7 (May 1, 2011 – April 30, 2012)

8 *Submitted March 22 2011*

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12 **ARTICLE I – Definition of the Parties**

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

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21 **Section 1.1 Member’s Organization and Authority**

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

26  
27 This Agreement constitutes a legally valid and binding obligation of each Member, enforceable  
28 against such Member in accordance with both its terms and those of the Sector Operations Plan  
29 as approved by the National Marine Fisheries Service.

30  
31 Each of the Members represent that its Participating Vessel(s) and Permit(s) have no sanctions or  
32 other restrictions against them that would prevent such Participating Vessels and Permits from  
33 enrolling in the Sector and/or complying with the terms of this Agreement.

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36 **Section 1.2 Sector Organization and Authority**

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

40  
41 The SHS was approved as one of several sectors operating in the Northeast Multispecies Fishery  
42 under the terms of the federally authorized fishery management plan (FMP or Plan) for 2011 and  
43 by submitting this contract and accompanying Operations Plan is requesting approval for  
44 operating in fishing year 2011 as SHS.

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**ARTICLE II – Membership**

**Section 2.1 Eligibility**

To qualify for becoming a member of the Sector, each member has been issued a limited access multispecies permit which has a ‘potential sector contribution’ (PSC) associated with it. The PSC is based on the permit’s landings history for FY 1996 through 2006 under Amendment 16, (May 1, 1996 – April 30, 2007) and represents the permit’s contribution to the sector’s Annual Catch Entitlement (ACE). However, some limited access multispecies permits were previously part of either the Georges Bank (GB) Cod Hook Sector or the GB Cod Fixed Gear Sector. The PSC for GB cod for those permits is based on the permit’s landings history from FY 1996 – FY 2001 (May 1, 1996 through April 30, 2002 (the 1996-2001 fishing years).

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

**Section 2.2 Length of Member Commitment**

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

**Section 2.4 Proof of Membership**

Upon approval of the Sector’s operations plan for the 2011 fishing year, each sector vessel will be issued a Letter of Authorization (LOA) by the Regional Administrator specifying the exemptions granted. Vessels must comply with all applicable Federal regulations and laws not specifically exempted in the LOA. The LOA with a copy of the approved Operations Plan for 2011 must be carried on board the vessel at all times in the Sector Manual. The LOA shall serve as Proof of Sector Membership and shall be made available to any NMFS or enforcement officials upon request.

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

The obligations of the Members set forth in this Agreement shall only apply to the Permits and Participating Vessels (and not to any other permits or vessels owned by the Members that are not

1 enrolled in this Sector pursuant to the terms hereof) to the extent that such Permits or  
2 Participating Vessels are fishing commercially with gear that is capable of harvesting  
3 multispecies species managed under the Northeast Multispecies Fishery Management Plan.  
4

5 Each Member agrees to ensure that all operators and crew of its Participating Vessels fully  
6 comply with the obligations set forth in this Agreement. Each Member further agrees to accept  
7 full responsibility for the actions of any such operators that result in a violation of this  
8 Agreement.  
9

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

12 NMFS requires that the Operations Plan governing the sector include a list of all state and federal  
13 permits held by the members along with an indication of whether those permits are enrolled in  
14 another state or federally authorized sector. Members agree to provide the Manager with a  
15 comprehensive list of their state and federal permits prior to August 25.  
16

17 Additionally, the Operations Plan must include information regarding the activity level in the  
18 sector of Participating Vessel, that is, whether each participating vessel will be active on Sector  
19 trips or not. Members agree to provide the Manager with their best estimation of whether each  
20 Participating Vessel will actively fish on Sector trips during the upcoming fishing year prior to  
21 August 25.  
22

23 Members are required to furnish the Sector Manager with the MRI, federal permit number, PSC  
24 and allocation of each multispecies stock for each permit they are enrolling in the Sector.  
25  
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#### 27 **Section 2.7 Sector and Member Reporting Requirements**

28 The Sector Manager is required to aggregate all participating vessel catch information from  
29 participating vessels' sector trips and report weekly to the National Marine Fisheries Service  
30 (NMFS), up until a certain threshold is reached, at which time reporting to NMFS will be  
31 required on a daily basis. Such threshold is defined as that point when either 80% of the Sector's  
32 allocation for any stock is reached, or when, for two consecutive weekly reporting periods 20%  
33 or more of the remaining portion the Sector's ACE for any stock is harvested, whichever occurs  
34 first. Additionally, the Sector is required to submit an Annual Report of all landings of all  
35 species caught by sector vessels for the entire fishing year within 60 days of the end of the  
36 multispecies fishing year.  
37

38 Weekly reports to NMFS may include a section notifying NMFS of outstanding catch records.  
39 Any resolutions and / or ongoing internal sector investigations may be noted as required.  
40

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

- 43 1. Vessel Trip Reports (VTRs), (including electronically transmitted VTRs);
- 44 2. Dockside Monitors;

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

7  
8 To enable each Member and the Sector to monitor the Members' compliance with this  
9 Agreement, each Member agrees to report each of its Participating Vessels' entire catch from  
10 sector trips (including discards) by pounds, by species, and by broad groundfish stock area to the  
11 Sector Manager so the Manager can determine which stock of a species has been caught.

12  
13 All members agree that they are responsible for transmitting all catch information from all sector  
14 trips to the Manager within 24 hours of the Participating Vessels' unloading. The minimum  
15 information that must be transmitted to the Sector Manager includes a complete and legible VTR  
16 and dealer weigh-out receipt. Members and vessel operators may be subject to investigation and/  
17 or penalty if they do not meet the 24 hour deadline for submitting catch information. Such  
18 information may be transmitted electronically or by fax or other means as determined by the  
19 Manager as long as it is transmitted within 24 hours of each landing.

20  
21 The Manager shall maintain all catch records and shall, upon the request of any Member, provide  
22 the Member with the Sector's aggregate catch information that is generated from such records.  
23 Sector vessels which do not fish on sector trips agree that the Sector Manager will use VTR and  
24 dealer data as submitted to NMFS to compile the annual report.

25  
26 Each member acknowledges and agrees that, in addition to reporting to the sector manager, all  
27 participating vessels are responsible for complying with all permitting requirements,  
28 recordkeeping, catch reporting, and VMS requirements described in the federal regulations for  
29 the fishery (50 CFR part 648).

30  
31 Each Member further acknowledges and agrees that it is responsible for ensuring timely  
32 reporting in accordance with the provisions of this Section and failure to deliver the reports for a  
33 Member's Participating Vessel in accordance with this Section shall be deemed a breach of this  
34 Agreement by such Member.

### 35 36 37 **Section 2.8 Enforcement and Penalties**

38 Investigation, enforcement procedures as well as penalties and terms for expulsion are explained  
39 in detail in the Sector Operations Plan as required by NMFS and are hereby incorporated by  
40 reference.

### 41 42 43 **Section 2.9 Joint and Several Liabilities**

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

- 46 1. discard legal sized fish for which the sector has an allocation; and/or

2. misreport catch; and/or
3. cause the sector to exceed its Annual Catch Entitlement (ACE) for any allocated stock (an overage) as specified in Federal regulations.

## **ARTICLE III – SECTOR ADMINISTRATION**

### **Section 3.1 Board**

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

### **Section 3.2 Sector Manager**

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

### **Section 3.3 Sector Manager Authority**

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

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

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

### **Section 3.4 Membership Dues**

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

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6 **ARTICLE IV - Transfer of Permit, Allocation or Portion of Allocation**  
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9 **Section 4.1 Individual Permit Transfers**

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

- 15 1. shall not transfer, lease or assign any DAS allocated to its Permit by NMFS to any permit  
16 that is not enrolled in a Sector (meaning any sector, not specifically SHS and
- 17 2. shall comply with the right of first refusal provisions hereof prior to the consummation of  
18 any proposed sale, lease or transfer permitted hereunder.  
19

20  
21 **Section 4.2 Individual Share Transfers**

22 Each member agrees that so long as it is party to this agreement, such member may choose to  
23 lease their individual share of the sector's allocation to another member or to another sector, for  
24 the duration of the current fishing year provided that all sector members shall have to  
25 opportunity to match such written offer as described under section 4.3 'Right of First Refusal'.  
26

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28 **Section 4.3 Right of First Refusal**

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

40 The Sector Members shall have a period of five (5) calendar days following the First Refusal  
41 Notice Date (the "Election Period") in which to elect to purchase or lease the Permit or any part  
42 of the Permit's share at the price and subject to the same material terms and conditions set forth  
43 in the First Refusal Notice.  
44

45 The Sector Members shall exercise the right to purchase or lease such Permit or share by  
46 delivering a written notice ("Election Notice") to the Sector Manager within the Election Period.

1 In the event that a Sector Member desires to purchase the Permit or share, then the parties shall  
2 schedule a closing for the payment for, and the delivery of, the Permit or share, which shall be no  
3 later than 45 calendar days after the First Refusal Notice Date.  
4

5 If a Sector Member has not elected to purchase the Permit within the Election Period, then the  
6 Selling Member is free to sell the Permit or share to the Buyer; provided that such sale is on the  
7 terms and conditions specified in the First Refusal Notice.  
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## 10 **ARTICLE V - Concluding Contract Language**

11  
12 In Witness whereof, by signing Exhibit E of the Operations Plan, the undersigned has enrolled  
13 the listed permits in the Sustainable Harvest Sector and executed the Agreement known as the  
14 Sustainable Harvest Sector Operations Plan for the 2011 fishing year.  
15

16 The undersigned reserves the right to withdraw from this agreement by written notice to the  
17 Board of the Sustainable Harvest Sector, provided such notice is postmarked no later than  
18 December 31, 2010.  
19

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

33 *This information shall be used exclusively by the sector for matters pertaining to sector*  
34 *management, including record retention requirements. Such information may not be released by*  
35 *the sector to another entity. When information released to the sector by the National Marine*  
36 *Fisheries Service is no longer needed for sector management, it shall be destroyed or returned*  
37 *by the sector manager to the undersigned at his or her election. When the undersigned ceases to*  
38 *be a member of the sector, this authorization shall be deemed null and void.*  
39  
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1  
2 **SUSTAINABLE HARVEST SECTOR**

3  
4 **OPERATIONS PLAN**  
5 **for**  
6 **FISHING YEAR 2011**

7  
8 *Submitted December 1, 2010*  
9

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12 This OPERATIONS PLAN is entered into as of this 31<sup>st</sup> day of August, 2010, and revised as  
13 required by the National Marine Fisheries Service (NMFS) on \_\_\_\_\_ for approval by and  
14 among the permit owners listed on the signature pages hereto and any other permit owners that  
15 are admitted pursuant to the terms of this Agreement (each, a “Member” and, collectively, the  
16 “Members”) for participating in the Sustainable Harvest Sector (SHS)for the Fishing Year (FY)  
17 2011 (May 1, 2011 – April 30, 2012).  
18

19  
20 **ARTICLE I GENERAL INFORMATION**

21  
22 **Section 1.1 Description of the Sustainable Harvest Sector**

23  
24 The Sustainable Harvest Sector (SHS) is comprised for eligible holders of Northeast (NE)  
25 multispecies limited access permits who have agreed, by signing the accompanying contract, to  
26 participate in and abide by the terms of this Operating Plan for the 2011 fishing year. The  
27 contract and associated signature pages are attached as **Exhibit E**.  
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29  
30 **Section 1.2 Incorporation as a Legal Entity**

31  
32 The SHS is a legal entity incorporated in the state of Maine and as a non profit entity by the IRS,  
33 as such it may be held liable for the violations committed by its members.  
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37 **Section 1.3 Definition of Sector as Three Entities**

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39 The NE multispecies Fishery Management Plan (FMP) defined a sector as a group of three or  
40 more persons, none of whom have an ownership interest in the other two persons in the sector.  
41 This criterion has been fulfilled with permit number 250428 under the distinct ownership of  
42 Douglas Mayo; permit number 250716 under the distinct ownership of Dana Hammond; and  
43 permit number 250830 under the distinct ownership of Michael Leary.  
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1            Section 1.4    **Fishing Locations**

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3    Sector vessels will fish on the waters of the Gulf of Maine, Georges Bank and Southern New  
4    England/Mid Atlantic on sector trips. Sector Trips are trips declared by a sector vessel into the  
5    groundfish fishery via VMS or IVR, as appropriate. This includes trips directed on groundfish,  
6    dogfish, skates, and on monkfish when they have not used up their multispecies (groundfish)  
7    Days At Sea (DAS). On sector trips all groundfish catch counts against the sector's ACE.  
8    Groundfish catch by sector vessels on trips in exempted fisheries, under the Atlantic sea scallop  
9    limited access DAS or general category permit regulations, under the Atlantic herring  
10    regulations, or when fishing on exempted species (e.g., fluke, scup, etc.) or with exempted gear  
11    (Gear considered incapable of catching groundfish such as pelagic longline and gillnet gear, pots,  
12    and traps, pound nets, surf clam/ocean quahog dredges, etc.) do not count against a sector's  
13    ACE.



1 **ARTICLE III** **ALLOCATION and DISTRIBUTION of ACE**

2  
3 **Section 3.1 Annual Distribution**

4 Each Member acknowledges and agrees that the Annual Catch Entitlement (ACE) of  
5 multispecies authorized by NMFS to the Sector (the ACE) shall be harvested in accordance with  
6 the Harvesting Rules, which are set forth as Exhibit D.

7 Sector members will be allocated a portion of the Sector's total allocation based on the  
8 proportion of each stock that they contribute to the Sector's initial ACE. Those members who  
9 have more than one vessel enrolled in the Sector may consolidate their fishing effort to one or  
10 more vessels.

11 The shares allocated to individual Sector members will be monitored through trip by trip  
12 reporting of all allocated stocks (catch by stock area). It is anticipated that through trip reporting  
13 of catch by stock area, the sector manager will be able to track the sector's ACEs on a real time  
14 basis.

15 The attached roster (Exhibit B) lists all permits in the Sector and indicates whether the vessel is  
16 expected to be active in the groundfish fishery in 2011.

17 **Section 3.2 Reserve**

18 Each Member agrees that a reserve in the amount of **5%** of allocated stocks within the initial  
19 ACE will be established to ensure that the Sector remains in compliance with its ACE limit. The  
20 amount of the reserve shall be deducted from the ACE before such ACE is distributed among the  
21 Members, their Permits and their Participating Vessels.

22 **Section 3.3 Distribution of Reserve**

23 If the Board determines that the ACE in the Reserve will not be fully harvested by April 1 by the  
24 Participating Vessels, the Board shall vote to either carry forward the remaining ACE into the  
25 next fishing year or to authorize the harvesting of the reserve by the Members and their  
26 Participating Vessels.

27 **Section 3.4 Consolidation and Redistribution of Catch/Effort**

28 It is the intent of the Members to harvest the ACE in accordance with the Harvesting Rules  
29 described in Exhibit D. To the extent that any consolidation or redistribution of catch or effort  
30 occurs between Members, such consolidation or redistribution will be for the duration of the  
31 fishing year for which this Agreement is approved. Any ACE leases or transfers that occur in a  
32 fishing year will be for the duration of that same fishing year.

33 It is expected that the fishing activity in the groundfish fishery of the vessels listed in Exhibit B  
34 as active or inactive will not substantively change during the 2011 fishing years. It is the intent  
35 of the Members to continue their historical participation in the scallop, monkfish, fluke, skate,  
36 dogfish, squid, whiting, and shrimp fisheries for which they possess federal or state permits.

1            **3.4.1 Consolidation and Redistribution of ACE**

2  
3 In FY 2010, 36% of the permits enrolled in the Sustainable Harvest Sector for FY 2011 are  
4 attached to vessels actively fishing for NE multispecies. For FY 2011, the Sustainable Harvest  
5 Sector has 106 permits currently enrolled. Of those permits 38, (36 %), are anticipated to  
6 actively fish for NE multispecies in FY 2011. While these numbers may change, the Sustainable  
7 Harvest Sector expects that, compared to FY 2010, there would be no significant change from  
8 the consolidation that previously occurred within the sector during FY 2010. The member  
9 permits that are not attached to active NE multispecies vessels in FY 2011 are the same permits  
10 that leased out their PSC in FY 2010. In most cases, a member who owns multiple permits  
11 fished the ACE (or DAS if in the common pool) of all those permits on a single hull and will  
12 now continue to fish the ACE contributed by all those permits on the same single hull, resulting  
13 in no additional consolidation.

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16            **3.4.2 Redirection of Effort**

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18        *The Sustainable Harvest Sector anticipates that none of its vessels will switch or increase*  
19 *fishing effort in other fisheries:*

20  
21 The SHS anticipates that vessels will not increase their fishing effort in other fisheries. It is the  
22 intent of the Members to continue their historical participation in the scallop, monkfish, herring,  
23 mackerel, skate, dogfish, squid, whiting, lobster and shrimp fisheries for which they possess  
24 federal or state permits.  
25

1 **ARTICLE IV** **FISHING RESTRICTIONS and EXEMPTIONS**

2 **4.0.1 Hot-Spot Reporting System**

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4 Each member agrees to report to the Sector Manager any areas of high bycatch including undersized regulated  
5 species, observed spawning areas and/or any stock for which the Sector is approaching their threshold. Upon  
6 receiving a hot spot report, the Sector Manager will send an alert to all member vessels to avoid those particular  
7 areas.

8  
9 **4.0.2 Additional Area or Gear Restrictions**

10  
11 Each member agrees that the Board of Directors may impose seasonal area or gear restrictions to avoid catch  
12 (including discards) of species of particular concern (i.e. species for which the Sector ACE is low.)

13 **Section 4.1 Exemptions**

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16  
17 **Requested Exemptions**

18  
19 The SHS requests exemption from the following management measures:

- 20  
21 1. The 120-day block out of the fishery for gillnet vessels.  
22 2. The 20-day spawning block out of the fishery required for all vessels.  
23 3. Limitation on the number of gillnets for Day gillnet vessels.  
24 4. Prohibition on a vessel's hauling another Vessel's gillnet gear  
25 5. Limitation on the number of gillnets that may be hauled on Georges Bank when  
26 fishing under a Groundfish/Monkfish, DAS  
27 6. Length and horsepower restrictions on DAS leasing.  
28 7. Limit on the number of hooks that may be fished.  
29 8. Access to the Gulf of Maine Sink Gillnet Program  
30 9. Prohibition on discarding legal-sized regulated species allocated to sectors  
31 10. Access to the US/CA area for trawl vessels starting August 1.  
32 11. Gear requirements in the US/CA area (Because they are fishing under a hard TAC  
33 for all stocks, the sector requests ability to use any approved multispecies gear for  
34 harvesting fish in the US/CA Area.)  
35 12. Access to 30 minute blocks 138 and 139 during the May and block 139 during the  
36 June GOM rolling closures.  
37 13. Dockside monitoring requirements for vessels fishing west of 72-30'  
38 14. Prohibition on offloading non-allocated stocks (monkfish, scallops, lobster, skates)  
39 prior to arrival of dockside monitor.  
40



- 1           ○ Sector ACE Status Report: The ACE Status Report will allow NMFS to cross-  
2           check totals, as stipulated in Amendment 16. Information includes the original  
3           ACE at the start of the fishing year, the current ACE, harvested ACE, and the  
4           percent harvested to date.
- 5           ○ Sector Manager Detail Report: The Sector Manager Detail Report provides  
6           information down to the sub-trip level about each sector trip for a given week,  
7           regardless of the completeness of the data. The information includes stock, gear,  
8           mesh categories, landing amounts, discards, and total catch.
- 9           ○ Sector Manager Trip Issue Report: The Sector Manager Trip Issue Report  
10          provides information about sector trips for a given week that have enforcement,  
11          data quality, or other issues.

13 Weekly reports will include any enforcement or reporting compliance issues, including  
14 violations of sector operations plans (exclusive of defined administrative provisions), violations  
15 of regulations, or general problems with dockside monitoring or sector operations during the  
16 reporting period and a section notifying NMFS of outstanding catch records and the results of  
17 any investigations into data discrepancies. Any resolutions and / or ongoing internal sector  
18 investigations will be noted.

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

27

28 An alternative threshold for increasing reporting frequency may be implemented during FY 2011  
29 if agreed upon by both the sector and NMFS.

30

### 31           Section 5.4    **Not Exceeding the Sector's Allocation**

32 In addition to the 5% of the ACE of each stock that will be set aside in reserve, the sector will  
33 avoid exceeding their ACE for any stock by having trip by trip reporting by all vessels actively  
34 fishing to the sector manager of the catch and discards of allocated stocks.

35 By keeping close track of the catch of all participating vessels, and close accounting of the  
36 sector's allocation of each stock, the sector manager will be able to alert any and all members if  
37 it is necessary for them to stop fishing.

38 If the weekly reporting indicates that sector catch is approaching the reserve, then the sector

1 manager will issue a temporary ‘stop fishing order’ to all members (to ensure the sector’s ACE is  
2 not exceeded) until the Sector Manager acquires additional ACE, or until any discrepancies are  
3 resolved.

4 The SHS will allow the internal transfer of shares from one member to another, which will be  
5 tracked and recorded by the sector manager.

6 At the request of any member, at any time, and before the sector as a whole catches 80% of the  
7 ACE of any stock, the sector manager may seek additional shares to lease/trade from other  
8 sectors. NMFS will be notified of any transfers between sectors and members acknowledge that  
9 no transfer is in effect until it has been approved by NMFS and such notice received by the  
10 sector manager.

11 If the sector reaches or exceeds its ACE for any allocated stock, the sector manager will  
12 immediately issue a stop fishing order to all participating vessels in that stock area. If additional  
13 ACE is acquired, then the stop fishing order may be suspended.

14 Finally, instead of authorizing the harvest of the reserve in the final month of the fishing year,  
15 the sector may choose to carry forward up to 10% of their ACE as allowed under Federal  
16 regulations.

17 Section 5.5 **Annual Report**

18 The Manager shall prepare and submit to NMFS an annual year-end report on the fishing  
19 activities of its Members, including the harvest levels of all Participating Vessels of all species,  
20 any enforcement actions taken against the Members, their Permits or Participating Vessels, and  
21 other information necessary to evaluate the Sector’s performance as directed by NMFS.

22 Sector vessels which do not fish on sector trips agree that the Sector Manager will use VTR and  
23 dealer data as submitted to NMFS to compile the required annual report.

24



1 **ARTICLE VI**

2 **MONITORING REQUIREMENTS**

3  
4 **Section 6.1 Dockside Monitoring**

5  
6 Each member agrees to comply with the dockside monitoring provisions described in this  
7 Operations Plan and the NMFS Dockside Monitoring regulations in 50 CFR 648.87.  
8

9 The SHS will contract with one or more NMFS-approved monitoring providers to provide  
10 dockside and/or at sea monitoring services before May 1, 2011 and will notify NMFS of its  
11 selection. The SHS may select a provider from the following list of monitoring vendors, which  
12 were approved to provide sector monitoring services in FY 2010, if they apply and are approved  
13 to provide sector monitoring services in FY 2011: MRAG Americas, AIS, Atlantic Catch Data or  
14 Saltwater, Inc.

15  
16 If a Dockside Monitoring Company contracted to the SHS loses its certification during the  
17 fishing year, the Sector will establish a contract with another approved company and notify  
18 NMFS.  
19

20 Dockside monitoring (DSM) will be deployed by the sector in accordance to the DSM  
21 operational standards found at 50 CFR 648.87(b)(5). The sector will work with the DSM  
22 provider to achieve the coverage level specified in the regulations at 50 CFR  
23 648.87(b)(1)(v)(B)(3)(i) using a methodology approved by NMFS and implemented by the  
24 monitoring vendor and the Sector Manager.  
25

26 **Section 6.1.1 Vessel Hails**

27  
28 All members agree to hail ‘Trip Start’ and ‘Trip End’ to NMFS via an approved method.  
29

30 Vessels will hail Trip Start prior to leaving port via VMS, or phone or email if VMS is not  
31 working. The Trip Start Hail will include at least the following: vessel permit number, the trip  
32 ID number and estimated time of arrival to port. (The trip ID number is defined as the serial  
33 number from the first page of the first VTR filled out for the trip.) The Dockside Monitoring  
34 Company is required to send a confirmation to the vessel that it has received the Trip Start Hail.  
35 If the vessel operator does not receive the confirmation in the required time, they must contact  
36 the Dockside monitoring company by an alternative approved method (expected to be phone, but  
37 may include another means if approved by NMFS).  
38

39 Vessels will send the Trip End hail via VMS to their selected Dockside Monitoring Company  
40 and NMFS at least six hours in advance of landing to allow a Dockside Monitor (DM) to be  
41 present in time to witness offloading. The Trip End hail will include the following: permit  
42 number, trip ID number, specific offloading location including state, port/harbor and dock, for all  
43 dealers/ facilities where they intend to offload, estimated time of arrival, estimated time of  
44 offloading, and estimated weight of multispecies and other catch being landed.

1  
2 For trips less than six hours in length or occurring within six hours of port, the estimated time of  
3 arrival to port and time of offload will be provided in the Trip Start hail. The Trip End hail will  
4 be sent upon completion of the last tow (or haul) with all required updated information. An  
5 alternative timing for the trip end hail may be implemented during FY 2011 if agreed upon by  
6 the sector, the monitoring provider, and NMFS.

7  
8 The dockside monitoring company is required to send a confirmation of receiving the Trip End  
9 hail and whether the vessel will have a Monitor present for offloading OR they will be issued a  
10 Waiver for the trip. If the vessel operator does not receive a confirmation of the Trip End hail,  
11 he must call the Dockside Monitoring Company by back-up system (phone) prior to landing. The  
12 dockside monitoring company will also notify the Sector Manager and NMFS Law Enforcement  
13 when it sends the confirmation with the complete hail Trip End information and whether the  
14 vessel will have a Monitor present at offloading or not.

15  
16 If the vessel is selected for dockside monitoring, then the vessel will not offload unless a Monitor  
17 is present.

18  
19 In the event of bad weather or other emergency that results in a participating vessel entering port  
20 without being able to give six hour notice prior to landing, the vessel will notify the sector  
21 manager and the Dockside monitoring company as soon as it is safe to do so. Such notification  
22 will include all required trip end hail information. Upon receiving such notification, the  
23 Dockside Monitoring Company will send a confirmation and inform the vessel if it will have a  
24 dockside monitor or receive a waiver for the trip, and will also notify NMFS, by email or phone,  
25 of the unexpected arrival in port. If assigned a Dockside monitor, then all participating vessels  
26 agree to not unload fish unless a Dockside Monitor is present. Further, the vessel owner agrees  
27 to pay any additional costs for the required DM as may accrue as a result of invoking the landing  
28 port exception.

29  
30 If a SHS vessel decides to offload at more than one facility, they agree to have a DM present  
31 during offload at each location.

32  
33  
34 Section 6.1.2 **Dockside Monitoring Procedures**

35  
36 Upon meeting the vessel at the offloading site, the DM will:

- 37 1) take copies of all VTRs for the trip;
- 38 2) record whether the scales are certified;
- 39 3) observe and record whether ice and box weights are tared before catch is weighed; and
- 40 4) ask the captain whether all fish have been offloaded, and whether any are being retained  
41 for personal use. The DM will record the captain's estimate of weight of each species  
42 being retained for home use or retained on the vessel and record the reason(s).
- 43 5) The DM or Dealer will record and sign a report of the weight of offloaded fish by  
44 species.

- 1       6) The DM will send the Sector Manager a copy of the VTRs and a copy of the DM report  
2       and dealer receipts (if separate from the DM report) electronically and within 24 hours of  
3       the end of the offloading event.
- 4       7) The DM Company will keep an electronic copy of the DM report.

5  
6 If a vessel is selected for having a DM, and is offloading at a remote port, (meaning their fish  
7 will be trucked before it is weighed), the vessel may enter port and tie at safe berth but no  
8 offloading can commence until the RM or DM is present. If the truck does not have scales, then  
9 members agree to have a RM present when the vessel offloads to the truck and a DM to record  
10 weights when the truck is offloaded at the dealer's location. The DM and RM of a trip that is  
11 unloaded in a remote location will follow all requirements described for dockside monitoring  
12 (above) to ensure all groundfish from the trip are accounted for and accurately reported to the  
13 Sector Manager.

14  
15 If the offload is weighed at the offload site in front of the RM before being loaded into the truck  
16 the event must follow the protocol for offload at a dealer. Upon meeting the vessel at the remote  
17 offloading site, the RM will:

- 18       1) take copies of all VTRs for the trip;
- 19       2) record whether or not the scales are certified; and
- 20       3) observe and record whether ice and box weights are tared by the dealer before the catch is  
21       weighed, and.
- 22       4) Ask the captain whether all fish have been offloaded, and whether any are being retained  
23       for personal use. The RM will record the captain's estimate of weight of each species  
24       being retained for home use or retained on the vessel and record the reason(s).
- 25       5) Either the RM or dealer will record the weight of offloaded fish, by species (and market  
26       class, if culled), in a report. This report will be signed by the RM and the RM will keep a  
27       copy of the signed report.
- 28       6) The RM will send copies of the VTR(s), the RM's report, and the dealer receipt(s) (if  
29       separate from the RM's report), to the Sector Manager within 24 hours of the end of the  
30       offloading event.
- 31       7) The DM Company will keep an electronic copy of the RM report.

32  
33 If the offload is not weighed at the offload site in front of the RM before being loaded into the  
34 truck, then all fish must be weighed in the presence of a DM at the receiving dealer(s) when the  
35 truck offloads following the same procedures as a vessel offloading at a dealer, and the RM will:

- 36       1) take copies of all VTRs, and
- 37       2) record the number of totes of each species and the captain's estimate of the weight of  
38       each species in each tote.
- 39       3) Ask the captain whether all fish have been offloaded, and whether any are being retained  
40       for home use. The RM will record the captain's estimate of weight of any species being  
41       retained for home use or retained on the vessel and record the reason(s).
- 42       4) Record all offloaded fish, by species (and market class, if culled), in a report, unless the  
43       driver creates such a report that the RM may use. This report shall be signed by the RM,  
44       and the RM shall keep a copy of the signed report.

- 1 5) Ensure that each tote is tagged with appropriate identifying information, including but not
- 2 limited to: vessel name and permit number, serial number of first VTR page filled out for
- 3 that trip, RM name, tote number, and species.
- 4 6) The RM will send copies of the VTR(s), the RM report and the driver manifest(s) (if
- 5 separate from the RM's report) to the Sector Manager within 24 hours of the end of the
- 6 offloading event.
- 7 7) The DM Company will keep an electronic copy of the RM report.

8  
9  
10 All members agree to hail trip start and trip end via VMS or other authorized electronic means to  
11 the Sector Manager and their selected Dockside monitoring company.

12  
13  
14 **Section 6.1.3 Designated Landing Ports**

15  
16 Members shall agree to offload catch from sector trips in the following ports.

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

**6.1.4 Remote Ports (Ports Where Fish May be Trucked)**

- Portsmouth State Pier, Portsmouth NH
- Port Authority, Portsmouth, NH
- Woods Hole, MA
- Sebasco Harbor, ME
- Bar Harbor, ME: Bar Harbor Town Dock
- Southwest Harbor ME: Southwest Harbor Town Dock
- Portland ME: Bait Lady Take-out, Scoala's Take out, Maine Wharf, Widgery Wharf
- Gloucester MA: Jodrey Pier, Pier 7 Take-out
- Provincetown, MA: Provincetown Town Pier
- Davisville RI: Davisville Pier
- Point Judith, RI
- Montauk, NY
- Tenant's Harbor ME

1  
2 **Section 6.2 At Sea Monitoring**

- 1 The SHS does not plan to have additional At Sea Monitoring beyond that provided by NMFS
- 2 through the NEFOP.
- 3

1 **ARTICLE VII** **DISCARDS and OVERAGES**

2  
3  
4 **Section 7.1** **Discard Rate**

5  
6 The Sector manager will derive stock specific discards for each trip. If the trip is observed by  
7 either an ASM or a NEFOP observer, discards will be derived based on data collected during that  
8 trip and will account for all hauls (observed and unobserved) on that trip. If the trip is not  
9 observed, discards will be derived using the NMFS-provided discard rate resulting from the  
10 NMFS (peer-reviewed and approved) method to estimate 'in-season' discard rates.

11  
12 Sector will commence operations (when approved through the federal rule making process) for  
13 FY 2011 with discard rates provided by NMFS and will apply in-season discard rates as  
14 provided by NMFS.

15  
16  
17 The members of the Sector agree that discards will be calculated as directed by NMFS. The  
18 resulting Sector-specific discard rate will be applied to all Sector trips.

19  
20  
21 **Section 7.2** **Overages**

22  
23 **7.2.1** **Individual exceeding an individual allocation of a stock**

24  
25 The Sector Manager may issue (and may ask NMFS to enforce) a temporary 'Stop Fishing  
26 Order' to any participating vessel that has fished 90% of its share for any stock until additional  
27 allocation for that stock has been acquired. The vessel owner will be responsible for acquiring  
28 additional ACE for that stock, first from within the Sector, and if none is available, then he will  
29 notify the Sector Manager to assist him in acquiring additional ACE of that stock from another  
30 sector at his own expense.

31  
32 If the Sector Manager is not able to acquire additional ACE of that stock then the Manager will  
33 issue a "stop fishing order" for the duration of the fishing year to that individual member for that  
34 stock area where his vessel exceeded his share.

35  
36  
37 **7.2.2** **Individual exceeding the allocation of a stock for the entire sector**

38  
39 To prevent an overage, the SHS agrees to set aside 5% of their ACE as a reserve. The Sector  
40 expects to acquire additional ACE from other sectors as needed during the fishing year to  
41 prevent exceeding its ACE of any stock.

42  
43 If anyone in the Sector causes the Sector's allocation of any particular stock to be exceeded, the  
44 Sector Manager will issue a "Stop Fishing Order" and then attempt to acquire additional ACE for  
45 that stock at the expense of the individual whose vessel caused the ACE to be exceeded. If the  
46 Sector Manager is not able to acquire additional ACE of that stock, then member vessels will be

1 prohibited from fishing in that stock area on sector trips directed at groundfish, dogfish,  
2 monkfish or skates (because all groundfish caught on sector trips in those fisheries counts against  
3 the Sector's ACE).

4  
5 The Sector Board will initiate an investigation into how an ACE was exceeded and develop  
6 mechanisms to prevent it from happening in the future. Such mechanism may include, but will  
7 not be limited to, increasing the Sector's reserve percentage.

8  
9 Each member acknowledges and agrees to account for any overage, and agrees to the overage  
10 penalties detailed in Exhibit A.

11  
12 Each member acknowledges that if the Sector exceeds its ACE, then NMFS will reduce the  
13 Sector's allocation of that stock by the appropriate amount in the subsequent fishing year. If  
14 there is not enough ACE to subtract from the sector's allocation in the second year to cover the  
15 overage from the previous year, the Sector's ACE for which the overage occurred will be  
16 temporarily reduced to zero for the second fishing year, unless and until the Sector can acquire  
17 sufficient ACE from another sector to cover the remaining overage from the first year.

18

1 Each member acknowledges that if the Sector disbands completely and no Sector exists to cover  
2 the overage deduction in the following year, or there is insufficient ACE in year two to cover the  
3 year one overage, then, to account for the overharvested fish, each member will be held  
4 responsible by having its individual permit's PSC (if the vessel is in a sector) or DAS allocation  
5 (if the vessel is in the common pool) for the following year will be reduced by

6 **NMFS.ARTICLE VIII ENFORCEMENT**

7  
8  
9 **Section 8.1 Agreement Enforcement**

10  
11 Each of the Members and the Sector shall have the right to have any provision of this Agreement  
12 specifically enforced, through injunction, restraining order or other form of equitable relief.

13  
14 Each Member agrees that the Sector, through its representatives, and/or any other Member may  
15 enforce this Agreement on behalf of the Sector and/or its Members.

16  
17 Each Member agrees to take all actions and to execute all documents necessary or convenient to  
18 give effect to the enforcement procedures contemplated by this Agreement, the Harvesting Rules  
19 and any Schedule of Penalties.

20  
21  
22 **Section 8.2 Restrictions on Fishing Activity**

23  
24 The Members acknowledge they may be held jointly and severally liable for civil penalties to  
25 NMFS that result from

- 26 1. any member causing the Sector to exceed its ACE;  
27 2. any member discarding legal sized allocated groundfish;  
28 3. any member or vessel operator misreporting their own catch and discards of allocated  
29 groundfish species to NMFS or the Sector Manager;

30  
31 The Members further acknowledge and agree that monetary penalties could be inadequate  
32 recourse under such circumstances.

33  
34 Therefore, the Members acknowledge and agree that each of them will comply with a “stop  
35 fishing” order from the Sector, which shall be issued by the Board, the Manager or the  
36 Infractions Committee, and each of the Members further agrees that if any Member fails to  
37 comply with such order, the Sector shall have the authority to obtain an injunction, restraining  
38 order or other equivalent form of equitable relief to give effect to such “stop fishing” order.

39  
40  
41 **Section 8.3 Joint and Several Liabilities**

42  
43 Sector members acknowledge and agree that they and the sector may be held jointly and  
44 severally liable for discarding legal sized fish, misreporting, and Annual Catch Entitlement  
45 (ACE) overages as specified in Federal regulations.



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Section 8.4    **Infractions Committee**

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

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

The Committee shall annually prepare and recommend to the Board for its approval a schedule of penalties, which shall be similar in form to Exhibit A (the “Schedule of Penalties”), for any unauthorized fishing activities (whether under applicable laws, rules and regulations or otherwise) and for violations of this Agreement, the Harvesting Rules, the Plan and other Sector requirements as may be adopted under the terms of this Agreement or the Sector’s Bylaws. If the Schedule of Penalties is changed from what is in Exhibit A members acknowledge that the new Schedule will be sent to NMFS as an addendum to this Operations Plan.

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

In addition, the Committee shall have the authority to take any number of enforcement measures against the Members for the non-payment of membership dues and/or poundage fees.

Such enforcement measures may include expulsion of the violating Member under Section VI and /or issuing a “stop fishing” order against such Member.

If a member has been issued a “stop fishing” order the Sector Manager will notify NMFS immediately by email, followed by certified mail.

Section 8.5    **Procedures for Investigations**

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

The Committee shall operate as a “blind” committee, such that the identity of the Member, Permit and/or Participating Vessel under consideration shall only be known to the Manager. The Committee shall assign a number of its members, which constitutes no more than 50% of the Committee, to investigate the matter further and to recommend action, if any, to the full

1 Committee.

2 Such Committee member assignments shall be rotated. If, upon the conclusion of such  
3 investigation, the Committee determines by an affirmative vote of a majority (51%) of its  
4 members that a violation of this Agreement, the Harvesting Rules, the Plan, or other Sector  
5 requirements (as may be adopted under the terms of this Agreement or the Sector’s Bylaws) has  
6 occurred, it may, and is hereby given the authority to impose any penalties prescribed in the  
7 Schedule of Penalties to the Member, its Permits and its Participating Vessels by the Sector, or  
8 issue “stop fishing” orders.

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

12 All appeals from such Committee action shall be taken in accordance with Section 8.9 hereof.  
13 Each of the Members agrees to cooperate fully with the Manager and the Committee in such  
14 investigations and procedures (including cooperation with any requests for information or data  
15 that may be made by the Manager or the Committee).

16

17 **Section 8.6 Penalties for Violations**

18

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

21

22 **Section 8.7 Penalties and Attorneys’ Fees**

23

24 Penalties for any violations of this Agreement shall, be limited to the amounts set forth on the  
25 Schedule of Penalties plus all costs, fees and expenses, including attorneys fees, incurred by the  
26 Sector or, in a case in which the Sector does not take enforcement action, by the Members  
27 bringing such action, in enforcing the provisions of this Agreement.

28

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

33

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

36

37

38

39

40

41

42

**Section 8.8 Application of Penalties, Fines and Damages**

1 All penalties, fines and/or other damages paid to the Sector shall, first, be applied to the cost of  
2 enforcement of such violations and, second, any remaining amounts shall be applied to the costs  
3 and expenses of the administration, management and preservation of the Sector.  
4

5 Any funds remaining after the application of the foregoing sentence shall be used to further  
6 research into efficient management of groundfish stocks for the benefit of the resource and those  
7 that harvest the resource.  
8  
9

#### 10 Section 8.9 **Appeal from Committee Decision**

11  
12 If the Committee has determined that a Member has violated this Agreement or makes any other  
13 determination with respect to a Member under this Agreement (including, specifically, without  
14 limitation section on catch verification), such violating Member shall have **five** business days  
15 following the date of the Committee’s determination to request reconsideration of the  
16 enforcement or other action and/or propose an alternative form of penalty.  
17

18 Such request shall be made in writing and shall be addressed to the Board.  
19

20 The Board may, in its sole discretion, grant or deny any request for reconsideration and may, in  
21 its sole discretion, approve or disapprove any alternative form of penalty; provided, that the  
22 Board shall exercise all reasonable efforts to ensure that penalties and settlements are  
23 commensurate with the nature and extent of the violation, are designed to further the purposes of  
24 the Plan are uniform with those reached in similar circumstances.  
25  
26

#### 27 Section 8.10 **Dispute Procedures**

28  
29 Prior to instituting any litigation or other dispute resolution, the parties shall follow applicable  
30 procedures set forth in this Agreement for the resolution of such dispute.  
31

32 Any appeals taken with respect to any dispute that arises in connection with this Agreement shall  
33 be taken in the federal district court in Portland, Maine or, if said court does not have  
34 jurisdiction, in such courts in the State of Maine that do have jurisdiction.  
35  
36

#### 37 Section 8.11 **Indemnification**

38  
39 Each party that violates this Agreement (the “Indemnitor”) hereby severally agrees to indemnify,  
40 defend and hold harmless the other parties hereto (each, an “Indemnitee”) in respect of their  
41 respective Losses; provided that such losses result or arise from a third party claim or  
42 governmental proceeding brought against or involving the Indemnitee, which is based on or  
43 relates to this Agreement violation of applicable laws, rules or federal fishery regulations or  
44 breach of any covenant, agreement or obligation contained in this Agreement, the Harvesting  
45 Rules or other Sector requirements as may be adopted under the terms of this Agreement or the  
46 Sector’s Bylaws.

1  
2 The indemnification obligations of the parties shall be joint and several.

3  
4 For the purposes of this Section, “Losses” shall mean any and all claims, liabilities, obligations,  
5 judgments, liens, injunctions, charges, orders, decrees, rulings, damages, dues, assessments,  
6 taxes, losses, fines, penalties, expenses, fees, costs, amounts paid in settlement (including  
7 reasonable attorneys’ and witness fees and disbursements in connection with investigating,  
8 defending or settling any action or threatened action) arising out of any claim, complaint,  
9 demand, cause of action, action, suit or other proceeding asserted or initiated or otherwise  
10 existing.

11  
12 The obligations under this Section shall survive the termination of this Agreement and the  
13 expulsion of any Member pursuant to Article IX.

1 **ARTICLE IX** **EXPULSION OF MEMBERS**

2  
3 **Section 9.1 Cause**

4  
5 The Members agree that any Member may be expelled from the Sector if the actions of such  
6 Member and/or its Participating Vessels (or the Participating Vessels' operators) seriously  
7 undermine and threaten the existence of the Sector, the actions of such Member and/or its  
8 Participating Vessels (or the Participating Vessels' operators) have exposed other Members of  
9 the Sector to monetary penalties and/or legal actions, such Member has been convicted of a  
10 serious crime, or such Member has not paid its membership dues and/or poundage fees as  
11 required by the bylaws.

12  
13  
14 **Section 9.2 Procedure**

15  
16 Any Member, the Committee or the Manager may submit to the Board a request to have a  
17 Member, its Permits and/or its Participating Vessels expelled from the Sector (the "Expulsion  
18 Request").

19  
20 Such Expulsion Request shall be in writing and shall include an explanation of the basis for  
21 expulsion.

22  
23 The Board shall vote on such Expulsion Request within fourteen (14) days of receipt of such  
24 Expulsion Request.

25  
26 The affirmative vote of two-thirds of the members of the Board shall be required in order to  
27 expel a Member, its Permits and/or its Participating Vessels.

28  
29 Expulsion shall be effective immediately upon the receipt of the requisite vote by the Board.  
30 Board members cannot vote on the expulsion of one or more of their own vessels.

31  
32 As required by 50 CFR Part 648.87 or any substitute or successor provision, a Member, its  
33 Permits and/or its Participating Vessels expelled during any fishing year may not fish outside of  
34 the Sector under a NE multispecies DAS program during the remainder of such fishing year.

35  
36 Upon expulsion of any Member, its Permits and/or its Participating Vessels, the Manager shall  
37 immediately notify NMFS by email, followed by certified mail, that the Member's Permits  
38 and/or Participating Vessels are no longer included in the Sector.

1 **ARTICLE X** **EXPECTATION OF NMFS ENFORCEABILITY**

2  
3  
4 **Section 10.1** **Not Enforced by NMFS**

5  
6 The following sections of this Operations Plan **will not be enforced by NMFS**, but are  
7 administrative to Sector Operations.

8  
9 Article I, Sections 1.1-1.4

10  
11 Article II, Sections 2.1 and 2.3;

12  
13 Article III, Sections 3.1, 3.2, 3.3, 3.4, 3.4.1, 3.4.2;

14  
15 Article IV, Sections 4.01, 4.0.2;

16  
17 Article V, Section 5.1 and 5.2;

18  
19  
20 **Section 10.2** **Enforced by NMFS**

21  
22 The following sections **will be enforced by NMFS** as they are required by federal regulations.

23  
24 Article II, Section 2.2

25  
26 Article IV, Section 4.1

27  
28 Article V, Sections 5.3-5.5

29  
30 Article VI, Section 6.1 (all)

31  
32 Article VII, Sections 7.1, 7.1.2, 7.1.3

33  
34 Article VIII, Sections 8.1, 8.2, 8.3

35  
36 Article IX, Expulsion will be enforced by NMFS

1 **EXHIBIT A: ALLOCATION AND PENALTY SCHEDULE**

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<b>Penalty Schedule</b>			
<b>VIOLATION</b>	<b>FIRST</b>	<b>SECOND</b>	<b>THIRD</b>
<b>VIOLATIONS REGARDING PERMITS, REPORTING, DOCUMENTATION, EXEMPTION PERMIT REQUIREMENTS</b>			
All Violations including but not limited to: providing false statements or supporting documentation on applications or reports to the Sector; late or non-reporting; failure to comply with a permit condition/ restriction/ letter of authorization or exemption issued by the Sector; providing false statements or failing to comply with VMS/DAS requirements (technical and minor violations may result in a letter of warning); Exceeding ACE and not acquiring additional ACE to replace it.	Up to \$5,000 (and/or stop fishing order) plus the cost of the sector acquiring additional ACE, and all legal and administration fees	\$5,000-\$10,000 (and/or stop fishing order) plus the cost of the sector acquiring additional ACE, and all legal and administration fees	\$10,000 + (and/or stop fishing order) plus the cost of the sector acquiring additional ACE, and all legal and administration fees
<b>VIOLATIONS REGARDING TIME AND AREA RESTRICTIONS</b>			
All violations including, but not limited to: exemption areas, closed fisheries, closed seasons, restricted gear/management areas and Days at Sea violations.	\$2,000-\$50,000 (stop fishing order for 30 days) and all legal and administration fees	\$10,000-\$100,000 (unable to fish for the remainder of the fishing year) and all legal and administration fees	Expulsion and all legal and administration fees
<b>VIOLATIONS THAT PLACE THE SECTOR AGREEMENT AT RISK</b>			
All violations including but not limited to a violation of a stop order, entering a closed area, transfer of fish from a non-Sector vessel to a Sector vessel, subverting the reporting requirements (misappropriating landings) or any other action which could cause the Authorized SECTOR to be in violation of its agreement.	Up to \$50,000 (loss of fishing rights for 365 days) and all legal and administration fees	Expulsion and all legal and administration fees	
<b>VIOLATIONS REGARDING MEMBERSHIP COMMITMENT</b>			
Violation of 50 CFR Part 48 or failing to remain in the Sector for the Commitment Period (i.e., breach of Section 2.03 of the Agreement).	\$10,000 and all legal and administration fees	N/A	N/A

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**EXHIBIT B ROSTER WITH EXPECTED ACTIVITY for FY 2011**

Count	MRI	PERMIT	VESSEL NAME	Active 2010?	Expected Active 2011?
1	407	250512	DE DEE MAE II	Y	Y
2	353	149492	POINTER	N	N
3	913	150599	2007 JOHNSON	N	N
4	241	150423	HUNKY DORY	N	N
5	569	150350	JOLY	N	N
6	2453	118724	RACHEL T	Y	Y
7	557	330708	THE JOCKA	Y	Y
8	670	330448	ELIZABETH	N	N
9	851	128672	JENNIFER & EMILY	Y	Y
10	338	131009	MR BAXTER	N	N
11	530	149504	PHILLIS	N	N
12	1028	410574	RUTH & PAT	N	N
13	1104	410357	CAPTAIN SAM II	N	N
14	895	330552	TRIPOLINA	N	N
15	965	410106	CAPT MANO	N	N
16	1696	150309	2007 TRACKER	N	N
17	417	321079	ANGELA MICHELLE	Y	Y
18	1257	149637	COLE & KATHERINE	N	N
19	1579	146646	RHIANNON RAE II	N	N
20	1423	149593	NEXT GENERATION	N	N
21	1881	232006	KATIE & SARAH	N	N
22	377	250716	NICOLE LEIGH	Y	Y
23	499	310289	CAVALIER	N	N
24	685	320903	JAMIE & ASHLEY	Y	Y
25	688	320944	THERESA & ALLYSON	Y	Y
26	1952	410527	MARY K	Y	Y
27	1150	410538	MORAGH K	Y	Y
28	1140	149872	SPECIAL K	N	N
29	526	150118	DANNY BOY III	N	N
30	1592	150604	JESSICA K	N	N
31	442	150276	LUCKY DUCK	N	N
32	436	150537	NUTMEG	N	N
33	412	242536	SHANNON KRISTINE	Y	Y
34	1539	150635	WILD WILLY	N	N
35	765	330251	ALMAHROSA	N	N
36	441	146819	LORI B	Y	Y
37	653	250830	PAMET	Y	Y
38	532	310504	KIRSTEN LEE	Y	Y
39	709	330774	1975 SEA NYMPH	N	N
40	718	149844	MOXIE FUN	N	N
41	559	149890	TITAN	N	N
42	493	149133	Buster B	N	N
43	880	330519	CAPT'N JAKE	Y	Y



Count	MRI	PERMIT	VESSEL NAME	Active 2010?	Expected Active 2011?
44	877	330508	CAPT'N MARK	Y	Y
45	390	250428	Jesse	N	N
46	1763	149495	SEA NYMPH	N	N
47	814	149515	UNNAMED	N	N
48	1363	330516	Aaron & Melissa II	Y	Y
49	1054	149805	Abby	N	N
50	631	320470	Dianne Lynn II	Y	Y
51	650	150766	Unnamed	N	N
52	401	250483	BETHANY JEAN	Y	Y
53	231	149649	CRESTLINER	N	N
54	804	149560	F/V SEA NYMPH	N	N
55	572	320541	LYDIA & MAYA	Y	Y
56	1894	150235	UNNAMED	N	N
57	659	150083	[Unnamed]	N	N
58	1139	149839	134FL	N	N
59	1115	149842	134FM	N	N
60	962	150046	137CB	N	N
61	829	150179	148TG	N	N
62	766	149975	Cape Cod	N	N
63	564	310992	Elizabeth	N	N
64	1077	410457	HARMONY	Y	Y
65	1171	410522	MORUE	Y	Y
66	1144	410452	NOBSKA	Y	Y
67	574	150391	Rienell	N	N
68	1103	410355	TERESA MARIE III	Y	Y
69	628	410537	TERESA MARIE IV	Y	Y
70	1091	149549	TRIUMPH	N	N
71	1164	149925	UNNAMED	N	N
72	422	250603	BLUE WATER III	Y	Y
73	534	310510	CHRISTINA CAROL	N	N
74	518	310422	JERRY & JOE	Y	Y
75	424	250631	LORI ANN	N	N
76	2219	149556	MELANEE D	N	N
77	671	320712	PAULO MARC	N	N
78	478	149567	STARCRAFT	N	N
79	326	150578	TONI ANNE	N	N
80	876	330504	LINDA	N	N
81	1122	410401	MARIA/JO-ANN	Y	Y
82	1021	410212	SAMMY JO	Y	Y
83	808	149755	ADAM & JOSEPH	N	N
84	120	150908	BARBARA & LYN	N	N
85	747	150972	Favorite Son	N	N
86	517	310421	FLIGHT 1	Y	Y
87	59	147114	HARD MERCHANDISE	N	N
88	883	150277	MAGGIE J	N	N
89	1110	410369	OLYMPIA	Y	Y
90	455	251364	DEBORAH ANN	Y	Y

Count	MRI	PERMIT	VESSEL NAME	Active 2010?	Expected Active 2011?
91	821	150773	SEA BREEZE TOO	Y	Y
92	413	250547	ROBERT MICHAEL	Y	Y
93	1977	240770	DONNA JEAN II	Y	Y
94	842	330392	BLACK BEAUTY	Y	Y
95	472	149454	UNNAMED	N	N
96	834	150371	WILLIE V	N	N
97	1123	410403	TITAN	N	N
98	3	150851	TRALICE	N	N
99	2226	146794	Rocky	N	N
100	1443	320722	ISABELLA & AVA	N	N
101	971	320135	TRIDENT	N	N
102	738	330181	T LUIS	N	N
103	154	230353	Alice Rose	Y	Y
104	1808	150316	Rig A Jig	N	N
105	434	150043	Foxy Girl	N	N
106	508	310354	Lauren Dorothy	N	Y

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**EXHIBIT C**

**LIST OF MEMBERS' FEDERAL AND STATE PERMITS  
(and see attached pages)**

<b>PERMIT</b>	<b>MRI</b>	<b>Federal Fisheries Authorized with this Federal Permit</b>	<b>State Permits</b>	<b>Other Federal Permits not enrolled in the SHS</b>
330196	3	Bluefish, BS Bass, Dogfish, Fluke, Herr (D), GC Scallop, Lobst (1, A2, AOC) Monk (C-), Quahog, Scup, S Clam, Skate, SMB, Tilefish	None	None
150350	59	Bluefish, Dogfish, Herr (D), Lobst (1, A1, AOC), Monk (C_), R Crab, Skate, SMB, Tilefish	None	None
150908	120	Bluefish, Dogfish, Herr (D), Lobst (A1), Monk (E), R Crab, Skate, SMB	MA offshore lobster, dogfish, scallop shucking	None
330552	154	Bluefish, Dogfish, Fluke, Herr (D), GC Scallop, Lobst (1,A2, AOC), Monk (C-), R Crab, Scup, Skate, SMB, Tilefish	MA offshore lobster non trap, scallop shucking, squid, herring;	None
149649	231	Dogfish, Herr (D), Monk (D), R Crab, Skate, SMB, Tilefish	None	None
150423	241	Bluefish, Dogfish, Herr, Lobst (1), Monk (E), R Crab, Skate, SMB, Tilefish	None	None
150578	326	Bluefish, BS Bass, Dogfish, Fluke, Herr (D), Monk (E), R Crab, Scup, Skate, SMB, Tilefish	None	None
131009	338	Bluefish, Dogfish, Fluke, Herr (D), Lobs (1), Monk (D), R Crab, SMB	None	None
149492	353	Bluefish, Dogfish, Fluke, Herr (D), Lobs (1, A1), Monk (E), Scup, Skate, SMB, Tilefish	None	None
250716	377	Dogfish, Herr (D), GC Scallop, Lobst (1), Monk (D), Skate	ME comm fishing crew, comm shrimp crew,	None
250428	390	Bluefish, Dogfish, Lobst (1), Monk (D), Tilefish	ME comm fishing crew,	None
250483	401	Bluefish, Dogfish, Herr (D), GC Scallop, Lobst (1), Monk ©, R Crab, Skate, SMB, Tilefish	MA offshore lobster non trap, striped bass, scallop shucking, ME comm fishing/crew	None
250512	407	Bluefish, Dogfish, Herr (D), Lobst (1), Monk (D), Quahog, R Crab, S Clam, Skate, SMB	ME comm fishing/crew, herr.,whelk, dogfish, comm shrimp/crew, scallop dragger	None
242536	412	Bluefish, Dogfish, Herr (D), Monk (E), R Crab, Skate, SMB, Tilefish	MA Boat 0-59 ft, ME comm fishing/crew, dogfish,	None

<b>PERMIT</b>	<b>MRI</b>	<b>Federal Fisheries Authorized with this Federal Permit</b>	<b>State Permits</b>	<b>Other Federal Permits not enrolled in the SHS</b>
250547	413	Bluefish, Dogfish, Herr (D), GC Scallop, Lobst (1), Monk ©, Quahog, R Crab, S Clam, Skate, SMB, Tilefish	ME comm fishing/crew, herr., comm shrimp/crew, scallop dragger; MA offshore lobster non-trap	None
321079	417	Bluefish, Dogfish, Fluke, Herr (D), GC Scallop, Lobst (1), Monk ©, S Clam, Skate, SMB, Tilefish	MA offshore lobster,	None
250603	422	Bluefish, Dogfish, Herr ©, GC Scallop, Lobst (1), Monk ©, R Crab, Skate, SMB, Tilefish	ME comm fishing/crew, herr., comm shrimp /crew MA offshore lobster non trap, scallop shucking	None
250631	424	Bluefish, Dogfish, Herr ©, GC Scallop, Lobst (1), Monk ©, R Crab, Skate, SMB, Tilefish	ME comm fishing/crew, herr.,comm shrimp/crew, lobster; MA offshore lobster non trap, scallop shucking	None
150537	436	Bluefish, Dogfish, Herr (D), Monk (E), R Crab, Skate, SMB, Tilefish	None	None
146819	441	Bluefish,Dgfish, Fluke, Herr(D), GC Scallop, Lobs (A1, A2) Monk (D), R Crab, Skate, SMB, Tilefish	NH comm saltwater, lobster, crab, MA offshore lobster nontrap,	None
150276	442	Bluefish, Dogfish, Herr (D), Lobst (1, A1), Monk (E), R Crab, Skate, SMB, Tilefish	ME lobster 800 traps	None
251364	455	Bluefish, Dogfish, Fluke, Herr (D), Lobst (1, A1, A2), Monk (C), Quahog, R Crab, Scup, S Clam, SkateSMB, Tilefish	ME comm fishing /crew, comm shrimp/crew, scallop dragger; MA offshore lobster non trap, scallop shucking	None
149454	472	Bluefish, BSBass, Dogfish, Fluke, Herr (D), Lobs(1 A2), Monk (E), R Crab, Scup, Skate, SMB, Tilefish	None	None
149567	478	Bluefish, BS Bass, Dogfish, Fluke, Herr (D), Lobs (1), Monk (E), R Crab, Scup, Skate, SMB, Tilefish	ME comm fishing/crew, herr., MA offshore lobster, scallop shucking	None
149133	493	Bluefish, Monk (D), SMB,	None	None
310289	499	Bluefish, Dogfish, Fluke, Herr (D), GC Scallop, Lobst (1), Monk ©, Skate, Tilefish	ME comm fishing/crew, herr., comm shrimp/crew	None
310421	517	Bluefish, BS Bass, Dogfish, Fluke, Herr (D), GC Scallop, Lobst (1, A2, A0C), Monk ©, R Crab, Scup, Skate, SMB, Tilefish	MA: Offshore lobster non-trap, CAP sea herring, CAP squid, fluke	None
310422	518	Bluefish, Dogfish, Herr (D), GC Scallop, Lobst (1), Monk (D), R Crab, Skate, SMB	ME comm fishing/crew, herr.	None
150118	526	Bluefish, Dogfish, Herr (D), Lobt (1, A1), Monk )(D), R Crab, Skate, SMB, Tilefish	ME lobster 800 traps	None

<b>PERMIT</b>	<b>MRI</b>	<b>Federal Fisheries Authorized with this Federal Permit</b>	<b>State Permits</b>	<b>Other Federal Permits not enrolled in the SHS</b>
149504	530	Bluefish, BS Bass, Dogfish, Fluke, Herr (D), Lobs (1, A1), Monk (E), Skate, SMB, Tilefish	None	None
310504	532	Bluefish, Dogfish, Fluke, Herr (D), Monk ©, Quahog, S Clam, Skate, Tilefish	NH wholesale marine species, MA commercial boat permit, trawl and gillnet	None
310510	534	Dogfish, Herr (D), GC Scallop, Lobst (1), Monk (D), Scup, Skate, SMB	ME comm fishing/crew, herr., MA offshore lobster non-trap, scallop shucking,	None
330708	557	Bluefish, Dogfish, Fluke, Herr (D), GC Scallop, Lobst (1), Monk ©, R Crab, Skate, SMB, Tilefish	MA offshore lobster, non-trap, scallop shucking, ME comm fishing, crew, comm shrimp, crew, scallop dragger	None
149890	559	Bluefish, Dogfish, Fluke, Herr (D), GC Scallop, Lobst (1, A1), Monk (D), R Crab, Skate, SMB, Tilefish	None	None
147114	564	Bluefish, BS Bass, Fluke, Scup, SMB, Tilefish (not LA MS)	MA Boat 0-59 ft, coastal lobster	None
310992	569	Bluefish, Dogfish, Fluke, Herr (D), GC Scallop, Lobst (1), Monk (D), Quahog, R Crab, S Clam, Skate, SMB, Tilefish	MA offshore lobster non trap, scallop shucking, squid, herring;	None
320541	572	Bluefish, Dogfish, Herr (D), GC Scallop, Lobst (1), Monk ©, Quahog, S Clam, Skate, SMB, Tilefish	MA offshore lobster non-trap, scallop shucking, striped bass,	None
150391	574	Bluefish, Dogfish, Fluke, Herr (D), Lobst (1), Monk ©, R Crab, Scup, Skate, SMB, Tilefish	None	None
410537	628	Bluefish, Dogfish, Herr (D), Lobst (1), Monk (D), Quahog, R Crab, S Clam, Skate, SMB, Tilefish	ME comm fishing/crew, MA offshore lobster non-trap, sea herring,	None
320470	631	Bluefish, Dogfish, Fluke, Herr (D), GC Scallop, Lobst (1), Monk ©, R Crab, Scup, S Clam, Skate, SMB, Tilefish	ME comm fishing/crew, shrimp, herr., MA offshore lobster non trap, scallop shucking	None
150766	650	Bluefish, Dogfish, Lobst (1), Monk D), SMB	None	None
250830	653	Dogfish, Fluke, Herr (D), GC Scallop, Lobst (1), Monk (E), R Crab, Scup, Skate, SMB, Tilefish	MA offshore lobster non-trap, CAP-NS mobil gear, CAP squid, fluke, scup, sea bass;	None
150083	659	Bluefish, Dogfish, Herr (D), Lobst (1), Monk (D), R Crab, Skate, SMB, Tilefish	None	None

<b>PERMIT</b>	<b>MRI</b>	<b>Federal Fisheries Authorized with this Federal Permit</b>	<b>State Permits</b>	<b>Other Federal Permits not enrolled in the SHS</b>
330448	670	Bluefish, Dogfish, Lobst (1), Monk ©, Skate, SMB, Tilefish	ME comm fishing/crew, herr., MA offshore lobster non trap, scallop shucking	None
150851	671	Bluefish, Dogfish, Herr (D), Monk (D), Skate, SMB	ME comm fishing,	None
320903	685	Bluefish, Dogfish, Herr (D), GC Scallop, Lobst (A1, A2, A6, AOC), Monk ©, Quahog, R Crab, S Clam, Skate, SMB, Tilefish	MA offshore lobster, non-trap, scallop shucking;	None
320944	688	Bluefish, Dogfish, Herr (D), GC Scallop, Lobst (A1, A2, A6, AOC), Monk ©, Quahog, R Crab, S Clam, Skate, SMB, Tilefish	MA offshore lobster, non-trap, scallop shucking;	None
330774	709	Bluefish, dogfish, Fluke, Herr (D), GC Scallop, Lobst (1), Monk ©, Quahog, R Crab, S Clam, Skate, SMB, Tilefish	ME comm fishing, crew, comm shrimp, crew, scallop dragger; MA offshore lobster, non-trap, scallop shucking;	None
149844	718	Dogfish, Fluke, Herr (D), GC Scallop, Lobst (1, A1, A2, AOC), Monk ©, R Crab, Skate, SMB, Tilefish	None	None
320135	738	Bluefish, Dogfish, Fluke, Herr (D), GC Scallop, Lobst(1, A2, AOC), Monk ©, Quahog, R Crab, S Clam, Skate, SMB, Tilefish	MA offshore lobster non trap, scallop shucking, squid, herring;	None
320722	747	Bluefish, BS Bass, Dogfish, Fluke, Herr (D), GC Scallop, Lobst (1), Monk (F), Quahog, R Crab, Scup, S Clam, Skate, SMB, Tilefish	ME comm fishing, crew, comm shrimp, crew, scallop dragger; MA offshore lobster, non-trap, scallop shucking;	None
330251	765	Dogfish, Lobst (1), Monk (E), SMB	MA offshore lobster non trap, scallop shucking, squid, herring;	None
149975	766	Bluefish, BS Bass, Digfish, Fluke, Herr (D), Monk (C), R Crab, Scup, Skate, SMB, Tilefish	None	None
149560	804	Dogfish, Lobst (1), Monk(D), SMB	None	None
149755	808	Bluefish, BS Bass, Dogfish, Fluke, Herr (D), Lobst (1), Monk (D), R Crab, Scup, Skate, SMB, Tilefish	None	None
149515	814	Bluefish, Dogfish, Herr (D), Lobst (1, A1), Monk (D), R Crab, Skate, SMB, Tilefish	None	None

<b>PERMIT</b>	<b>MRI</b>	<b>Federal Fisheries Authorized with this Federal Permit</b>	<b>State Permits</b>	<b>Other Federal Permits not enrolled in the SHS</b>
150773	821	Bluefish, BS Bass, Dogfish, Fluke, Herr (B, C), Lobst (1), Monk (D), R Crab, Scup, Skate, SMB, Tilefish	RI comm vessel, MA offshore lobster non trap, scallop shucking, squid, herring;	None
150179	829	Bluefish, BS Bass, Dogfish, Fluke, Herr (D), Lobst (1, A1, A2), Monk (D), R Crab, Scup, Skate, SMB, Tilefish	None	None
320712	834	BS Bass, Dogfish, Fluke, Herr (D), Lobst (1), Monk (D), R Crab, Scup, Skate, SMB, Tilefish	ME comm fishing, crew, comm shrimp, crew, scallop dragger; MA offshore lobster, non-trap, scallop shucking;	None
330392	842	Bluefish, BS Bass, Dogfish, Fluke, Herr (D), Lobst (1), Monk ©, R Crab, Scup, Skate, SMB, Tilefish	MA: offshore lobster non trap, scallop shucking	None
128672	851	Bluefish, Dogfish, Herr (A), Lobst (1), Monk (D), Quahog, R Crab, S Clam, Skate, SMB, Tilefish	None	None
330504	876	Bluefish, Dogfish, Fluke, Herr (D), Lobst (1), Monk ©, R Crab, LA Scallop, Skate, SMB, Tilefish	MA offshore lobster non-trap, dogfish, str bass, scallop-shucking, northern shrimp,	None
330508	877	Bluefish, Dogfish, Herr (D), GC Scallop, Lobst (1), Monk ©, Quahog, Skate, SMB, Tilefish	MA offshore lobster nontrap, striped bass, scallop shucking,	None
330519	880	Bluefish, Dogfish, Herr (D), GC Scallop, Lobst (1), Monk ©, Quahog, Skate, Tilefish	MA offshore lobster nontrap, striped bass, scallop shucking,	None
150277	883	Bluefish, Dogfish, Herr (D), Lobst (1, A2), Monk (D), R Crab, Skate, SMB, Tilefish	None	None
330181	895	Bluefish, Dogfish, Fluke, Herr (D), GC Scallop, Lobst (1), Monk (C_), Quahog, R Crab, S Clam, SMB, Tilefish	MA offshore lobster non trap, scallop shucking, squid, herring;	None
150599	913	Bluefish, BS Bass, Dogfish, Herr, GC Scallop, Lobst (1, A2, AOC), Monk (D), R Crab, Scup, Skate, SMB, Tilefish	None	None
150046	962	Bluefish, Dogfish, Herr (D), Lobst (1), Monk (D), R Crab, Skate, SMB, Tilefish	None	None
410106	965	Bluefish, Dogfish, Fluke, Herr (D), GC Scallop, Lobst (1), Monk (D), Quahog, R Crab, Scup, S Clam, Skate, SMB, Tilefish	MA offshore lobster non trap, scallop shucking, squid, herring;	None
150316	971	Bluefish, Dogfish, Herr (D), Monk (E), R Crab, Skate, SMB, Tilefish	None	None

<b>PERMIT</b>	<b>MRI</b>	<b>Federal Fisheries Authorized with this Federal Permit</b>	<b>State Permits</b>	<b>Other Federal Permits not enrolled in the SHS</b>
410212	1021	Bluefish, Dogfish, Herr (D), Lobst (1), Monk ©, Quahog, R Crab, S Clam, Skate, SMB, Tilefish	MA offshore lobster non-trap, dogfish, str bass, scallop-shucking, northern shrimp,	None
410574	1028	Bluefish, BS Bass, Dogfish, Fluke, Herr (A), GC Scallop, Lobst (1), Monk (D), R Crab, Scup, Skate, SMB, Tilefish	ME comm fishing/crew, herr., MA boat 60-99 ft	None
149805	1054	Bluefish, Dogfish, Herr (D), Lobst (1), Monk ©, R Crab, Skate, Tilefish	None	None
410457	1077	Bluefish, Dogfish, Herr (A), Lobst (1), Monk (D), Quahog, R Crab, S Clam, Skate, SMB, Tilefish	ME comm fishing/crew, MA offshore lobster non-trap, scup, sea herring,	None
149549	1091	Bluefish, BS Bass, Dogfish, Herr (D), Lobst (1), Monk ©, R Crab, Scup, Skate, SMB, Tilefish	None	None
410355	1103	Bluefis, Dogfish, Fluke, Herr (D), Lobst (1), Monk ©, Skate,SMB	ME comm fishing/crew, herring, MA: offshore lobster non-trap, scup, sea herring,	None
410357	1104	Bluefish, Dogfish, Herr (D), GC Scallop, Lobst(1, A2, AOC), Monk ©, Quahog, R Crab, Scup, S Clam, Skate, SMB, Tilefish	MA offshore lobster non trap, scallop shucking, squid, herring;	None
410369	1110	Bluefish, Dogfish, Herr (D), GC Scallop, Lobst (1), Monk ©, Quahog, R Crab, S Clam, Skate, SMB, Tilefish	MA offshore lobster non-trap, scallops shucking	None
149842	1115	Bluefish, Dogfish, Herr (D), Lobst (1), Monk (D), R Crab, Skate, SMB, Tilefish	ME Comm fishing/crew;MA offshore lobster nontrap, scup, sea herring, shellfish, scallop shucking	None
410401	1122	Bluefis, Dogfish, Fluke, Herr (D), Lobst (1), Monk ©, R Crab, Skate, SMB, Tilefish	MA Offshore lobster nontrap, northern shrimp, scallop shucking, str bass, dogfish,	None
410403	1123	Bluefish, BS Bass, Dogfish, Fluke, Herr(A), Lobst (1), Monk (C-), R Crab, Scup, Skate, SMB, Tilefish	RI comm vessel, MA offshore lobster non trap, scallop shucking, squid, herring;	None
149839	1139	Bluefish, BS Bass, Dogfish, Fluke, Herr (D), Lobst (1), Monk (E), R Crab, Scup, Skate, SMB, Tilefish	None	None
149872	1140	Bluefish, Dogfish, Herr (D), Lobst (1), Monk ©, R Crab, Skate, SMB, Tilefish	None	None
410452	1144	Bluefish, Dogfish, Herr (D), GC Scallop, Lobst (1), Monk ©, Quahog, R Crab, Scup, S Clam, Skate, SMB, Tilefish	MA offshore lobster non-trap, sea bass, sea herring, shellfish, scallop shucking,	None



<b>PERMIT</b>	<b>MRI</b>	<b>Federal Fisheries Authorized with this Federal Permit</b>	<b>State Permits</b>	<b>Other Federal Permits not enrolled in the SHS</b>
410538	1150	Bluefish, Dogfish, Fluke, Herr (A), GC Scallop, Lobst (1), Monk (D), Quahog, R Crab, S Clam, Skate, SMB, Tilefish	MA offshore lobster non-trap, shellfish, scallop shucking, fluke, scup; ME comm fishing herring, dogfish, CT comm FV, RI comm vessel,	410417
149925	1164	Bluefish, BS Bass, Dogfish, Fluke, Lobst (1), Monk ©, R Crab, Scup, Skate, SMB, Tilefish	None	None
410522	1171	Bluefish, Dogfish, Fluke, Herr (D), GC Scallop, Lobst (1), Monk ©, Quahog, R Crab, S Clam, Skate, SMB, Tilefish	MA offshore lobster non-trap, sea bass, herring, scallops shucking, shellfish, fluke	None
149637	1257	Bluefish, Dogfish, Herr (D), Lobst (A, 1A), Monk (E), Skate, SMB, Tilefish	None	None
330516	1363	Bluefish, BS Bass, Dogfish, Fluke, Herr (D), GC Scallop, Lobst (1), Monk ©, Quahog, R Crab, Scup, S Clam, Skate, SMB, Tilefish	ME comm fishing/crew, herr.,shrimp, MA offshore lobster non trap, scallop shucking	None
149593	1423	Bluefish, Dogfish, Fluke, Monk (D), Quahog, R Crab, Scup, S Clam, Skate, SMB, Tilefish	None	none
230353	1443	Bluefish, Dogfish, Herr (D), Lobst(1, A1), Monk (E), Quahog, R Crab, S Clam, Skate, SMB, Tilefish	ME comm fishing, MA offshore lobster, non-trap, scallop shucking;	None
150635	1539	Bluefish, BS Bass, Dogfish, Fluke, Herr (D), Monk (E), R Crab, Scup, Skate, SMB, Tilefish	None	None
146646	1579	Bluefish, Dogfish, Herr ©, Lobs (1, A1), Monk (D), R Crab, Skate, SMB, Tilefish	MA Boat 0-59 ft, offshore lobster non trap, scallop shucking, squid, herring;NH	None
150604	1592	Bluefish, Dogfish, Herr (D), Lobst (1), Monk (E), R Crab, Skate, Tilefish	None	None
150309	1696	Bluefish, Dogfish. Herr (D), Monk ©, R Crab, Skate, SMB, Tilefish	None	None
149495	1763	Bluefish, Dogfish, Herr (D), Monk (E), R Crab, Skate, SMB, Tilefish	None	None
150371	1808	Dogfish, Fluke, Herr (D), Lobst (1), Monk (D), Skate, SMB, Tilefish	None	None
232006	1881	Dogfish, Herr (D), Lobst (A1), Monk (E), SMB	ME comm fishing/crew, dogfish, herring, whelk, comm shrimp/crew, Lobster	None

<b>PERMIT</b>	<b>MRI</b>	<b>Federal Fisheries Authorized with this Federal Permit</b>	<b>State Permits</b>	<b>Other Federal Permits not enrolled in the SHS</b>
150235	1894	Bluefish, Dogfish, Herr (D), Lobst (1, A3), Monk (D), R Crab, Skate, SMB	None	None
410527	1952	Bluefish, Dogfish, Fluke, Herr (A), GC Scallop, Lobst (1), Monk (C_), Quahog, R Crab, S Clam, Skate, SMB, Tilefish	ME: comm fishing, herring, dogfish; RI comm vessel, CT comm landing, MA offshore lobster non-trap, scallop shucking, fluke, scup	None
240770	1977	Bluefish, Dogfish, Fluke, Herr (D), GC Scallop, Monk (D), R Crab, Skate, SMB, Tilefish	MA boat 0-59 ft. offshore lobster non trap, scallop shucking, squid,	None
149556	2219	Bluefish, Dogfish, Herr (D), Lobst (1), Monk (E), R Crab, Skate, SMB	None	None
146794	2226	Bluefish, Dogfish, Monk (E), Skate, SMB, Tilefish	ME comm fishing,	None
118724	2453	Bluefish, Dogfish, Herr (D), Lobs (1, A1), Monk (E), Scup, Skate, SMB, Tilefish	ME comm fishing /crew, comm shrimp/crew, scallop dragger, MA offshore lobster non trap	None
150043	434	Bluefish, SMB, Dogfish, Fluke, Herring, Lobster, Monkfish, Scup, Skate, Tilefish	None	None
310354	508	Bluefish, scallop, Dogfish, Fluke, Herring, Lobster, Monkfish, Skate, Tilefish, Quahog, Red Crab, SMB	ME comm fishing, , comm shrimp/crew, scallop dragger	None

1

1 **EXHIBIT D HARVESTING RULES for FY 2011**

2  
3 **QUOTA MANAGEMENT**

4  
5 **ACE and Annual Distribution**

- 6 1. Each Member agrees that the ACE of multispecies authorized by NMFS to the Sector  
7 (the “ACE”) shall be harvested in accordance with the Harvesting Rules, which are set  
8 forth below.
- 9 2. Individual sector members will be allocated a portion of the Sector’s total allocation  
10 based on the proportion of each stock that they contribute to the Sector’s initial ACE.  
11 Those members who have more than one vessel enrolled in the Sector may consolidate  
12 their fishing effort to one or more vessels by transferring their allocation to a single  
13 vessel.

14  
15 **Reserve**

- 16 1. Each Member agrees that a reserve in the amount of 5% of each stock within the initial  
17 ACE will be established to ensure that the Sector remains in compliance with its ACE  
18 limit. The reserve shall be deducted from the ACE before such ACE is distributed among  
19 the Members and their Participating Vessels.
- 20 2. Distribution of Reserve - If the Board determines that as of April 1, the ACE in the  
21 Reserve has not been fully harvested by the Participating Vessels, the Board may release  
22 and authorize the harvesting of the reserve by the Members, their Permits and their  
23 Participating Vessels provided all vessels report to the sector manager daily.  
24 Alternatively, the Board may decide to carry that reserve forward to the next fishing year.

25  
26 **Additional Measures to Prevent ACE overages**

- 27 1. The Board reserves the right to prohibit fishing activities by Members if it determines  
28 that those activities undermine or compromise the Sector Plan and the Sector or  
29 otherwise conflict with the standards and ethics described in the bylaws and guiding  
30 principles.
- 31 2. The Board may direct the Sector Manager to lease or trade for additional ACE of any  
32 stocks of concern by contacting other sector managers.
- 33 3. The Board may impose additional restrictions as needed to slow down the pace of  
34 fishing.
- 35 4. The Sector Manager may issue (and ask NMFS to enforce) a ‘Stop Fishing Order’ to any  
36 member vessels that has fished more than 90% of its individual allocation for any stock  
37 until additional allocation for that stock has been acquired or the member has agreed to  
38 not fish in that stock area for the rest of the fishing year.

39  
40 **ACE Transfers**

- 41 • The Sector Manager will track all ACE transfers between members and with other  
42 sectors.

1 **MONITORING**

2  
3 **Monitoring**

- 4 1. All participating vessels will send a legible copy of the VTR and the dealer's weigh-out  
5 receipt to the Sector Manager within 24 hours of the end of every trip.  
6 2. All participating vessels will transmit the Trip Start Hail and Trip End Hail to NMFS,  
7 3. All participating vessels will participate fully in the Northeast Fishery Observer Program  
8 and At Sea Monitoring Program  
9 4. All participating vessels will participate fully in Dockside Monitoring as required.

10  
11 **Sector Reporting to NMFS**

- 12 1. The Sector will report weekly to NMFS as required using data collected from vessels,  
13 VTRs, (and eVTRSs when authorized), dealer reports, dockside monitoring reports and  
14 observer reports and any other data available.  
15 2. The reporting due date for the Sector Manager's weekly report will be increased to daily  
16 when either 80% of any of the Sector's ACE is reached, or when, for two consecutive  
17 weekly reporting periods 20% or more of the remaining portion any ACE is harvested,  
18 whichever occurs first.  
19 3. An alternative threshold for increasing reporting frequency may be implemented during  
20 FY 2011 if agreed upon by the sector and NMFS.  
21 4. The Sector will submit required reports using the format and procedures prescribed by  
22 NMFS.

23  
24 **Data Reconciliation**

- 25 • The Sector manager will reconcile the data from vessels, VTRs, (and eVTRSs when  
26 authorized), the dealers' report, the observer's report and the Dockside Monitor's report  
27 on an ongoing basis to closely track the sector's ACE.  
28

29 **Discard Rate**

- 30 • The Sector Manager will apply a sector-specific discard rate to all trips as calculated and  
31 provided by NMFS.  
32

33 **Annual Report**

- 34 • The SHS will report on the Sector's performance within 60 days after the end of the  
35 fishing year as required by NMFS.  
36

37 **Data Management**

- 38 • The Sector will develop and maintain the necessary databases to track and maintain all  
39 relevant catch data, including VTR, dealer reports, dockside monitor reports, observer  
40 data, and at-sea monitoring data, as required  
41

42 **Dockside Monitoring**

- 43 1. Operators of all participating vessels will turn one copy of their VTRs over to the  
44 Dockside Monitor (if one is assigned) at the time of offloading.  
45 2. All members agree to hail trip start and trip end via means approved by NMFS

- 1 3. Vessels will hail trip start to NMFS when they leave port. Hail trip start will include  
2 the following: the permit number, VTR number and trip ID number and estimated  
3 time of arrival to port. The trip ID number is defined as the serial number from the  
4 first page of the first VTR filled out for the trip.
- 5 4. Vessels will Hail Trip End at least 6 hours prior to landing to allow a DM to be  
6 present in time to witness offloading. Hail trip end will include the following: permit  
7 number, VTR number and trip ID number, specific offloading location including  
8 state, port/harbor and dock for all dealers, estimated time of arrival, estimated time of  
9 offloading, the estimated total amount of regulated species on board, and the  
10 estimated total amount of all other species retained on board.
- 11 5. For trips less than 6 hours in length or occurring within 6 hours of port, the estimated  
12 time of arrival to port and time of off load will be provided in the trip start hail. The  
13 trip end hail will be sent upon completion of the last tow with required updated  
14 information.
- 15 6. The vessel will be notified by the dockside monitoring company when the company  
16 sends their confirmation whether they will have a RM or DM present for offloading  
17 OR they will be issued a DM Waiver for the trip.
- 18 7. If the vessel is selected for dockside monitoring, then the vessel will not offload  
19 unless a DM or RM is present.
- 20 8. If a sector vessel decides to offload at more than one facility, and that trip has been  
21 selected for having a Dockside Monitor, then they agree to have a DM present during  
22 offload at each location.

23

#### 24 **Designated Landing Ports**

25 SHS Members agree to offload sector trips in the following ports:

- 26 • Boston, MA
- 27 • Gloucester, MA
- 28 • New Bedford, MA
- 29 • Provincetown, MA
- 30 • Hyannis, MA
- 31 • Chatham, MA
- 32 • Scituate, MA
- 33 • Point Judith, RI
- 34 • Portland, ME
- 35 • Biddeford Pool, ME
- 36 • Sebasco Harbor, ME
- 37 • Cundy's Harbor, ME
- 38 • Rockland, ME
- 39 • Portsmouth, NH
- 40 • Rye, NH
- 41 • Newport, RI
- 42 • Chincoteague VA

#### 43 **Remote Ports (Offloading Fish to a Truck)**

44

45 Members may offload landings from sector trips onto a truck at the following ports:

- 1 • Portsmouth State Pier, Portsmouth NH
- 2 • Port Authority, Portsmouth, NH
- 3 • Woods Hole, MA
- 4 • Sebasco Harbor, ME
- 5 • Bar Harbor, ME: Bar Harbor Town Dock
- 6 • Southwest Harbor ME: Southwest Harbor Town Dock
- 7 • Portland ME: Bait Lady Take-out, Scoala’s Take out, Maine Wharf, Widgery Wharf
- 8 • Gloucester MA: Jodrey Pier, Pier 7 Take-out
- 9 • Provincetown, MA: Provincetown Town Pier
- 10 • Davisville RI: Davisville Pier
- 11 • Point Judith, RI
- 12 • Montauk, NY

13

14 **Landing Port Exceptions and Safe Harbor Protocol**

- 15 1. To promote safety at sea and ensure the safety of vessel and crew, certain circumstances
- 16 beyond a vessel operators control may occasionally occur which require SHS vessels to
- 17 enter port somewhere other than the designated landing ports listed above.
- 18 2. If a SHS participating vessel is required to enter port somewhere other than a designated
- 19 landing port, then the vessel operator will notify the Sector Manager and the Dockside
- 20 Monitoring Company by appropriate means as soon as it is safe to do so.
- 21 3. Such circumstances include but are not limited to severe weather, mechanical failures,
- 22 compromised hull integrity, instances of pump failures and danger of sinking, crew injury
- 23 or life threatening illness and any other emergency situations that may arise.
- 24 4. In these circumstances, the vessel agree to not offload fish until a dockside monitor is
- 25 present, and members will (a) notify the Sector Manager, NMFS and the DM in
- 26 accordance with the procedures described in Section 6.1.1 Vessel Hails, and (b) pay any
- 27 additional costs for the required DM as may accrue as a result of invoking the landing
- 28 port exception.

29

30 **ADMINISTRATIVE**

31

32 **Fishing in US/Canada Areas**

- 33 1. Sector participating vessels may fish in the both the Eastern and Western US/Canada
- 34 Areas.
- 35 2. When reporting their catch to the Sector Manager, the operators of all Sector member
- 36 vessels will specify the volume of catch and discards from each area.
- 37 3. Members electing to enter the Eastern US/CA area are required to comply with the
- 38 observer notification reporting and VMS reporting requirements for that area.

39

40 **Closed Areas**

- 41 • SHS participating vessels will only access the Closed Areas as authorized under the
- 42 Multispecies FMP.

43

44

45 **Hot Spot Reporting (areas of high bycatch of allocated species)**

- 1 1. Each member agrees to report to the Sector Manager any and all areas of high bycatch of  
2 any sort, including undersized regulated species, areas of spawning fish, and/or any stock  
3 for which the Sector is approaching their threshold.
- 4 2. Upon receiving a hot spot report, the Sector Manager will send an alert to all member  
5 vessels to stay away from those particular areas.

#### 6 7 **Days at Sea**

- 8 1. The vessels of the SHS will use DAS solely for the purpose of meeting the requirements  
9 of the Monkfish, Skates and Dogfish FMPs.
- 10 2. SHS participating vessels expect to lease DAS for monk fishing from within the sector  
11 and from vessels in other sectors that are granted this exemption.

#### 12 13 14 **Proof of Sector Membership**

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

#### 19 20 **GEAR RESTRICTIONS**

##### 21 22 **Gear Restrictions**

##### 23 Seasonal or Area Gear Restrictions

- 24 • The SHS Board may institute spatial or temporal gear restrictions to slow down the catch  
25 rate of certain allocated stocks.

1 **Exhibit E: CONTRACT WITH SIGNATURES**

2

3

4 **Please see attached pages:**



1  
2

**EXHIBIT B ROSTER WITH EXPECTED ACTIVITY for FY 2011**

Count	MRI	PERMIT	VESSEL NAME	Active 2010?	Expected Active 2011?
1	407	250512	DE DEE MAE II	Y	Y
2	353	149492	POINTER	N	N
3	913	150599	2007 JOHNSON	N	N
4	241	150423	HUNKY DORY	N	N
5	569	150350	JOLY	N	N
6	2453	118724	RACHEL T	Y	Y
7	557	330708	THE JOCKA	Y	Y
8	670	330448	ELIZABETH	N	N
9	851	128672	JENNIFER & EMILY	Y	Y
10	338	131009	MR BAXTER	N	N
11	530	149504	PHILLIS	N	N
12	1028	410574	RUTH & PAT	N	N
13	1104	410357	CAPTAIN SAM II	N	N
14	895	330552	TRIPOLINA	N	N
15	965	410106	CAPT MANO	N	N
16	1696	150309	2007 TRACKER	N	N
17	417	321079	ANGELA MICHELLE	Y	Y
18	1257	149637	COLE & KATHERINE	N	N
19	1579	146646	RHIANNON RAE II	N	N
20	1423	149593	NEXT GENERATION	N	N
21	1881	232006	KATIE & SARAH	N	N
22	377	250716	NICOLE LEIGH	Y	Y
23	499	310289	CAVALIER	N	N
24	685	320903	JAMIE & ASHLEY	Y	Y
25	688	320944	THERESA & ALLYSON	Y	Y
26	1952	410527	MARY K	Y	Y
27	1150	410538	MORAGH K	Y	Y
28	1140	149872	SPECIAL K	N	N
29	526	150118	DANNY BOY III	N	N
30	1592	150604	JESSICA K	N	N
31	442	150276	LUCKY DUCK	N	N
32	436	150537	NUTMEG	N	N
33	412	242536	SHANNON KRISTINE	Y	Y
34	1539	150635	WILD WILLY	N	N
35	765	330251	ALMAHROSA	N	N
36	441	146819	LORI B	Y	Y
37	653	250830	PAMET	Y	Y
38	532	310504	KIRSTEN LEE	Y	Y
39	709	330774	1975 SEA NYMPH	N	N
40	718	149844	MOXIE FUN	N	N
41	559	149890	TITAN	N	N
42	493	149133	Buster B	N	N
43	880	330519	CAPT'N JAKE	Y	Y

Count	MRI	PERMIT	VESSEL NAME	Active 2010?	Expected Active 2011?
44	877	330508	CAPT'N MARK	Y	Y
45	390	250428	Jesse	N	N
46	1763	149495	SEA NYMPH	N	N
47	814	149515	UNNAMED	N	N
48	1363	330516	Aaron & Melissa II	Y	Y
49	1054	149805	Abby	N	N
50	631	320470	Dianne Lynn II	Y	Y
51	650	150766	Unnamed	N	N
52	401	250483	BETHANY JEAN	Y	Y
53	231	149649	CRESTLINER	N	N
54	804	149560	F/V SEA NYMPH	N	N
55	572	320541	LYDIA & MAYA	Y	Y
56	1894	150235	UNNAMED	N	N
57	659	150083	[Unnamed]	N	N
58	1139	149839	134FL	N	N
59	1115	149842	134FM	N	N
60	962	150046	137CB	N	N
61	829	150179	148TG	N	N
62	766	149975	Cape Cod	N	N
63	564	310992	Elizabeth	N	N
64	1077	410457	HARMONY	Y	Y
65	1171	410522	MORUE	Y	Y
66	1144	410452	NOBSKA	Y	Y
67	574	150391	Rienell	N	N
68	1103	410355	TERESA MARIE III	Y	Y
69	628	410537	TERESA MARIE IV	Y	Y
70	1091	149549	TRIUMPH	N	N
71	1164	149925	UNNAMED	N	N
72	422	250603	BLUE WATER III	Y	Y
73	534	310510	CHRISTINA CAROL	N	N
74	518	310422	JERRY & JOE	Y	Y
75	424	250631	LORI ANN	N	N
76	2219	149556	MELANEE D	N	N
77	671	320712	PAULO MARC	N	N
78	478	149567	STARCRAFT	N	N
79	326	150578	TONI ANNE	N	N
80	876	330504	LINDA	N	N
81	1122	410401	MARIA/JO-ANN	Y	Y
82	1021	410212	SAMMY JO	Y	Y
83	808	149755	ADAM & JOSEPH	N	N
84	120	150908	BARBARA & LYN	N	N
85	747	150972	Favorite Son	N	N
86	517	310421	FLIGHT 1	Y	Y
87	59	147114	HARD MERCHANDISE	N	N
88	883	150277	MAGGIE J	N	N
89	1110	410369	OLYMPIA	Y	Y
90	455	251364	DEBORAH ANN	Y	Y

Count	MRI	PERMIT	VESSEL NAME	Active 2010?	Expected Active 2011?
91	821	150773	SEA BREEZE TOO	Y	Y
92	413	250547	ROBERT MICHAEL	Y	Y
93	1977	240770	DONNA JEAN II	Y	Y
94	842	330392	BLACK BEAUTY	Y	Y
95	472	149454	UNNAMED	N	N
96	834	150371	WILLIE V	N	N
97	1123	410403	TITAN	N	N
98	3	150851	TRALICE	N	N
99	2226	146794	Rocky	N	N
100	1443	320722	ISABELLA & AVA	N	N
101	971	320135	TRIDENT	N	N
102	738	330181	T LUIS	N	N
103	154	230353	Alice Rose	Y	Y
104	1808	150316	Rig A Jig	N	N
105	434	150043	Foxy Girl	N	N
106	508	310354	Lauren Dorothy	N	Y

1

1  
2  
3  
4

**EXHIBIT C**

**LIST OF MEMBERS' FEDERAL AND STATE PERMITS  
(and see attached pages)**

<b>PERMIT</b>	<b>MRI</b>	<b>Federal Fisheries Authorized with this Federal Permit</b>	<b>State Permits</b>	<b>Other Federal Permits not enrolled in the SHS</b>
330196	3	Bluefish, BS Bass, Dogfish, Fluke, Herr (D), GC Scallop, Lobst (1, A2, AOC) Monk (C-), Quahog, Scup, S Clam, Skate, SMB, Tilefish	None	None
150350	59	Bluefish, Dogfish, Herr (D), Lobst (1, A1, AOC), Monk (C_), R Crab, Skate, SMB, Tilefish	None	None
150908	120	Bluefish, Dogfish, Herr (D), Lobst (A1), Monk (E), R Crab, Skate, SMB	MA offshore lobster, dogfish, scallop shucking	None
330552	154	Bluefish, Dogfish, Fluke, Herr (D), GC Scallop, Lobst (1,A2, AOC), Monk (C-), R Crab, Scup, Skate, SMB, Tilefish	MA offshore lobster non trap, scallop shucking, squid, herring;	None
149649	231	Dogfish, Herr (D), Monk (D), R Crab, Skate, SMB, Tilefish	None	None
150423	241	Bluefish, Dogfish, Herr, Lobst (1), Monk (E), R Crab, Skate, SMB, Tilefish	None	None
150578	326	Bluefish, BS Bass, Dogfish, Fluke, Herr (D), Monk (E), R Crab, Scup, Skate, SMB, Tilefish	None	None
131009	338	Bluefish, Dogfish, Fluke, Herr (D), Lobs (1), Monk (D), R Crab, SMB	None	None
149492	353	Bluefish, Dogfish, Fluke, Herr (D), Lobs (1, A1), Monk (E), Scup, Skate, SMB, Tilefish	None	None
250716	377	Dogfish, Herr (D), GC Scallop, Lobst (1), Monk (D), Skate	ME comm fishing crew, comm shrimp crew,	None
250428	390	Bluefish, Dogfish, Lobst (1), Monk (D), Tilefish	ME comm fishing crew,	None
250483	401	Bluefish, Dogfish, Herr (D), GC Scallop, Lobst (1), Monk ©, R Crab, Skate, SMB, Tilefish	MA offshore lobster non trap, striped bass, scallop shucking, ME comm fishing/crew	None
250512	407	Bluefish, Dogfish, Herr (D), Lobst (1), Monk (D), Quahog, R Crab, S Clam, Skate, SMB	ME comm fishing/crew, herr.,whelk, dogfish, comm shrimp/crew, scallop dragger	None
242536	412	Bluefish, Dogfish, Herr (D), Monk (E), R Crab, Skate, SMB, Tilefish	MA Boat 0-59 ft, ME comm fishing/crew, dogfish,	None

<b>PERMIT</b>	<b>MRI</b>	<b>Federal Fisheries Authorized with this Federal Permit</b>	<b>State Permits</b>	<b>Other Federal Permits not enrolled in the SHS</b>
250547	413	Bluefish, Dogfish, Herr (D), GC Scallop, Lobst (1), Monk ©, Quahog, R Crab, S Clam, Skate, SMB, Tilefish	ME comm fishing/crew, herr., comm shrimp/crew, scallop dragger; MA offshore lobster non-trap	None
321079	417	Bluefish, Dogfish, Fluke, Herr (D), GC Scallop, Lobst (1), Monk ©, S Clam, Skate, SMB, Tilefish	MA offshore lobster,	None
250603	422	Bluefish, Dogfish, Herr ©, GC Scallop, Lobst (1), Monk ©, R Crab, Skate, SMB, Tilefish	ME comm fishing/crew, herr., comm shrimp /crew MA offshore lobster non trap, scallop shucking	None
250631	424	Bluefish, Dogfish, Herr ©, GC Scallop, Lobst (1), Monk ©, R Crab, Skate, SMB, Tilefish	ME comm fishing/crew, herr.,comm shrimp/crew, lobster; MA offshore lobster non trap, scallop shucking	None
150537	436	Bluefish, Dogfish, Herr (D), Monk (E), R Crab, Skate, SMB, Tilefish	None	None
146819	441	Bluefish,Dgfish, Fluke, Herr(D), GC Scallop, Lobs (A1, A2) Monk (D), R Crab, Skate, SMB, Tilefish	NH comm saltwater, lobster, crab, MA offshore lobster nontrap,	None
150276	442	Bluefish, Dogfish, Herr (D), Lobst (1, A1), Monk (E), R Crab, Skate, SMB, Tilefish	ME lobster 800 traps	None
251364	455	Bluefish, Dogfish, Fluke, Herr (D), Lobst (1, A1, A2), Monk (C), Quahog, R Crab, Scup, S Clam, SkateSMB, Tilefish	ME comm fishing /crew, comm shrimp/crew, scallop dragger; MA offshore lobster non trap, scallop shucking	None
149454	472	Bluefish, BSBass, Dogfish, Fluke, Herr (D), Lobs(1 A2), Monk (E), R Crab, Scup, Skate, SMB, Tilefish	None	None
149567	478	Bluefish, BS Bass, Dogfish, Fluke, Herr (D), Lobs (1), Monk (E), R Crab, Scup, Skate, SMB, Tilefish	ME comm fishing/crew, herr., MA offshore lobster, scallop shucking	None
149133	493	Bluefish, Monk (D), SMB,	None	None
310289	499	Bluefish, Dogfish, Fluke, Herr (D), GC Scallop, Lobst (1), Monk ©, Skate, Tilefish	ME comm fishing/crew, herr., comm shrimp/crew	None
310421	517	Bluefish, BS Bass, Dogfish, Fluke, Herr (D), GC Scallop, Lobst (1, A2, A0C), Monk ©, R Crab, Scup, Skate, SMB, Tilefish	MA: Offshore lobster non-trap, CAP sea herring, CAP squid, fluke	None
310422	518	Bluefish, Dogfish, Herr (D), GC Scallop, Lobst (1), Monk (D), R Crab, Skate, SMB	ME comm fishing/crew, herr.	None
150118	526	Bluefish, Dogfish, Herr (D), Lobt (1, A1), Monk )(D), R Crab, Skate, SMB, Tilefish	ME lobster 800 traps	None

<b>PERMIT</b>	<b>MRI</b>	<b>Federal Fisheries Authorized with this Federal Permit</b>	<b>State Permits</b>	<b>Other Federal Permits not enrolled in the SHS</b>
149504	530	Bluefish, BS Bass, Dogfish, Fluke, Herr (D), Lobs (1, A1), Monk (E), Skate, SMB, Tilefish	None	None
310504	532	Bluefish, Dogfish, Fluke, Herr (D), Monk ©, Quahog, S Clam, Skate, Tilefish	NH wholesale marine species, MA commercial boat permit, trawl and gillnet	None
310510	534	Dogfish, Herr (D), GC Scallop, Lobst (1), Monk (D), Scup, Skate, SMB	ME comm fishing/crew, herr., MA offshore lobster non-trap, scallop shucking,	None
330708	557	Bluefish, Dogfish, Fluke, Herr (D), GC Scallop, Lobst (1), Monk ©, R Crab, Skate, SMB, Tilefish	MA offshore lobster, non-trap, scallop shucking, ME comm fishing, crew, comm shrimp, crew, scallop dragger	None
149890	559	Bluefish, Dogfish, Fluke, Herr (D), GC Scallop, Lobst (1, A1), Monk (D), R Crab, Skate, SMB, Tilefish	None	None
147114	564	Bluefish, BS Bass, Fluke, Scup, SMB, Tilefish (not LA MS)	MA Boat 0-59 ft, coastal lobster	None
310992	569	Bluefish, Dogfish, Fluke, Herr (D), GC Scallop, Lobst (1), Monk (D), Quahog, R Crab, S Clam, Skate, SMB, Tilefish	MA offshore lobster non trap, scallop shucking, squid, herring;	None
320541	572	Bluefish, Dogfish, Herr (D), GC Scallop, Lobst (1), Monk ©, Quahog, S Clam, Skate, SMB, Tilefish	MA offshore lobster non-trap, scallop shucking, striped bass,	None
150391	574	Bluefish, Dogfish, Fluke, Herr (D), Lobst (1), Monk ©, R Crab, Scup, Skate, SMB, Tilefish	None	None
410537	628	Bluefish, Dogfish, Herr (D), Lobst (1), Monk (D), Quahog, R Crab, S Clam, Skate, SMB, Tilefish	ME comm fishing/crew, MA offshore lobster non-trap, sea herring,	None
320470	631	Bluefish, Dogfish, Fluke, Herr (D), GC Scallop, Lobst (1), Monk ©, R Crab, Scup, S Clam, Skate, SMB, Tilefish	ME comm fishing/crew, shrimp, herr., MA offshore lobster non trap, scallop shucking	None
150766	650	Bluefish, Dogfish, Lobst (1), Monk D), SMB	None	None
250830	653	Dogfish, Fluke, Herr (D), GC Scallop, Lobst (1), Monk (E), R Crab, Scup, Skate, SMB, Tilefish	MA offshore lobster non-trap, CAP-NS mobil gear, CAP squid, fluke, scup, sea bass;	None
150083	659	Bluefish, Dogfish, Herr (D), Lobst (1), Monk (D), R Crab, Skate, SMB, Tilefish	None	None

<b>PERMIT</b>	<b>MRI</b>	<b>Federal Fisheries Authorized with this Federal Permit</b>	<b>State Permits</b>	<b>Other Federal Permits not enrolled in the SHS</b>
330448	670	Bluefish, Dogfish, Lobst (1), Monk ©, Skate, SMB, Tilefish	ME comm fishing/crew, herr., MA offshore lobster non trap, scallop shucking	None
150851	671	Bluefish, Dogfish, Herr (D), Monk (D), Skate, SMB	ME comm fishing,	None
320903	685	Bluefish, Dogfish, Herr (D), GC Scallop, Lobst (A1, A2, A6, AOC), Monk ©, Quahog, R Crab, S Clam, Skate, SMB, Tilefish	MA offshore lobster, non-trap, scallop shucking;	None
320944	688	Bluefish, Dogfish, Herr (D), GC Scallop, Lobst (A1, A2, A6, AOC), Monk ©, Quahog, R Crab, S Clam, Skate, SMB, Tilefish	MA offshore lobster, non-trap, scallop shucking;	None
330774	709	Bluefish, dogfish, Fluke, Herr (D), GC Scallop, Lobst (1), Monk ©, Quahog, R Crab, S Clam, Skate, SMB, Tilefish	ME comm fishing, crew, comm shrimp, crew, scallop dragger; MA offshore lobster, non-trap, scallop shucking;	None
149844	718	Dogfish, Fluke, Herr (D), GC Scallop, Lobst (1, A1, A2, AOC), Monk ©, R Crab, Skate, SMB, Tilefish	None	None
320135	738	Bluefish, Dogfish, Fluke, Herr (D), GC Scallop, Lobst(1, A2, AOC), Monk ©, Quahog, R Crab, S Clam, Skate, SMB, Tilefish	MA offshore lobster non trap, scallop shucking, squid, herring;	None
320722	747	Bluefish, BS Bass, Dogfish, Fluke, Herr (D), GC Scallop, Lobst (1), Monk (F), Quahog, R Crab, Scup, S Clam, Skate, SMB, Tilefish	ME comm fishing, crew, comm shrimp, crew, scallop dragger; MA offshore lobster, non-trap, scallop shucking;	None
330251	765	Dogfish, Lobst (1), Monk (E), SMB	MA offshore lobster non trap, scallop shucking, squid, herring;	None
149975	766	Bluefish, BS Bass, Digfish, Fluke, Herr (D), Monk (C), R Crab, Scup, Skate, SMB, Tilefish	None	None
149560	804	Dogfish, Lobst (1), Monk(D), SMB	None	None
149755	808	Bluefish, BS Bass, Dogfish, Fluke, Herr (D), Lobst (1), Monk (D), R Crab, Scup, Skate, SMB, Tilefish	None	None
149515	814	Bluefish, Dogfish, Herr (D), Lobst (1, A1), Monk (D), R Crab, Skate, SMB, Tilefish	None	None

<b>PERMIT</b>	<b>MRI</b>	<b>Federal Fisheries Authorized with this Federal Permit</b>	<b>State Permits</b>	<b>Other Federal Permits not enrolled in the SHS</b>
150773	821	Bluefish, BS Bass, Dogfish, Fluke, Herr (B, C), Lobst (1), Monk (D), R Crab, Scup, Skate, SMB, Tilefish	RI comm vessel, MA offshore lobster non trap, scallop shucking, squid, herring;	None
150179	829	Bluefish, BS Bass, Dogfish, Fluke, Herr (D), Lobst (1, A1, A2), Monk (D), R Crab, Scup, Skate, SMB, Tilefish	None	None
320712	834	BS Bass, Dogfish, Fluke, Herr (D), Lobst (1), Monk (D), R Crab, Scup, Skate, SMB, Tilefish	ME comm fishing, crew, comm shrimp, crew, scallop dragger; MA offshore lobster, non-trap, scallop shucking;	None
330392	842	Bluefish, BS Bass, Dogfish, Fluke, Herr (D), Lobst (1), Monk ©, R Crab, Scup, Skate, SMB, Tilefish	MA: offshore lobster non trap, scallop shucking	None
128672	851	Bluefish, Dogfish, Herr (A), Lobst (1), Monk (D), Quahog, R Crab, S Clam, Skate, SMB, Tilefish	None	None
330504	876	Bluefish, Dogfish, Fluke, Herr (D), Lobst (1), Monk ©, R Crab, LA Scallop, Skate, SMB, Tilefish	MA offshore lobster non-trap, dogfish, str bass, scallop-shucking, northern shrimp,	None
330508	877	Bluefish, Dogfish, Herr (D), GC Scallop, Lobst (1), Monk ©, Quahog, Skate, SMB, Tilefish	MA offshore lobster nontrap, striped bass, scallop shucking,	None
330519	880	Bluefish, Dogfish, Herr (D), GC Scallop, Lobst (1), Monk ©, Quahog, Skate, Tilefish	MA offshore lobster nontrap, striped bass, scallop shucking,	None
150277	883	Bluefish, Dogfish, Herr (D), Lobst (1, A2), Monk (D), R Crab, Skate, SMB, Tilefish	None	None
330181	895	Bluefish, Dogfish, Fluke, Herr (D), GC Scallop, Lobst (1), Monk (C_), Quahog, R Crab, S Clam, SMB, Tilefish	MA offshore lobster non trap, scallop shucking, squid, herring;	None
150599	913	Bluefish, BS Bass, Dogfish, Herr, GC Scallop, Lobst (1, A2, AOC), Monk (D), R Crab, Scup, Skate, SMB, Tilefish	None	None
150046	962	Bluefish, Dogfish, Herr (D), Lobst (1), Monk (D), R Crab, Skate, SMB, Tilefish	None	None
410106	965	Bluefish, Dogfish, Fluke, Herr (D), GC Scallop, Lobst (1), Monk (D), Quahog, R Crab, Scup, S Clam, Skate, SMB, Tilefish	MA offshore lobster non trap, scallop shucking, squid, herring;	None
150316	971	Bluefish, Dogfish, Herr (D), Monk (E), R Crab, Skate, SMB, Tilefish	None	None



<b>PERMIT</b>	<b>MRI</b>	<b>Federal Fisheries Authorized with this Federal Permit</b>	<b>State Permits</b>	<b>Other Federal Permits not enrolled in the SHS</b>
410212	1021	Bluefish, Dogfish, Herr (D), Lobst (1), Monk ©, Quahog, R Crab, S Clam, Skate, SMB, Tilefish	MA offshore lobster non-trap, dogfish, str bass, scallop-shucking, northern shrimp,	None
410574	1028	Bluefish, BS Bass, Dogfish, Fluke, Herr (A), GC Scallop, Lobst (1), Monk (D), R Crab, Scup, Skate, SMB, Tilefish	ME comm fishing/crew, herr., MA boat 60-99 ft	None
149805	1054	Bluefish, Dogfish, Herr (D), Lobst (1), Monk ©, R Crab, Skate, Tilefish	None	None
410457	1077	Bluefish, Dogfish, Herr (A), Lobst (1), Monk (D), Quahog, R Crab, S Clam, Skate, SMB, Tilefish	ME comm fishing/crew, MA offshore lobster non-trap, scup, sea herring,	None
149549	1091	Bluefish, BS Bass, Dogfish, Herr (D), Lobst (1), Monk ©, R Crab, Scup, Skate, SMB, Tilefish	None	None
410355	1103	Bluefis, Dogfish, Fluke, Herr (D), Lobst (1), Monk ©, Skate,SMB	ME comm fishing/crew, herring, MA: offshore lobster non-trap, scup, sea herring,	None
410357	1104	Bluefish, Dogfish, Herr (D), GC Scallop, Lobst(1, A2, AOC), Monk ©, Quahog, R Crab, Scup, S Clam, Skate, SMB, Tilefish	MA offshore lobster non trap, scallop shucking, squid, herring;	None
410369	1110	Bluefish, Dogfish, Herr (D), GC Scallop, Lobst (1), Monk ©, Quahog, R Crab, S Clam, Skate, SMB, Tilefish	MA offshore lobster non-trap, scallops shucking	None
149842	1115	Bluefish, Dogfish, Herr (D), Lobst (1), Monk (D), R Crab, Skate, SMB, Tilefish	ME Comm fishing/crew;MA offshore lobster nontrap, scup, sea herring, shellfish, scallop shucking	None
410401	1122	Bluefis, Dogfish, Fluke, Herr (D), Lobst (1), Monk ©, R Crab, Skate, SMB, Tilefish	MA Offshore lobster nontrap, northern shrimp, scallop shucking, str bass, dogfish,	None
410403	1123	Bluefish, BS Bass, Dogfish, Fluke, Herr(A), Lobst (1), Monk (C-), R Crab, Scup, Skate, SMB, Tilefish	RI comm vessel, MA offshore lobster non trap, scallop shucking, squid, herring;	None
149839	1139	Bluefish, BS Bass, Dogfish, Fluke, Herr (D), Lobst (1), Monk (E), R Crab, Scup, Skate, SMB, Tilefish	None	None
149872	1140	Bluefish, Dogfish, Herr (D), Lobst (1), Monk ©, R Crab, Skate, SMB, Tilefish	None	None
410452	1144	Bluefish, Dogfish, Herr (D), GC Scallop, Lobst (1), Monk ©, Quahog, R Crab, Scup, S Clam, Skate, SMB, Tilefish	MA offshore lobster non-trap, sea bass, sea herring, shellfish, scallop shucking,	None

<b>PERMIT</b>	<b>MRI</b>	<b>Federal Fisheries Authorized with this Federal Permit</b>	<b>State Permits</b>	<b>Other Federal Permits not enrolled in the SHS</b>
410538	1150	Bluefish, Dogfish, Fluke, Herr (A), GC Scallop, Lobst (1), Monk (D), Quahog, R Crab, S Clam, Skate, SMB, Tilefish	MA offshore lobster non-trap, shellfish, scallop shucking, fluke, scup; ME comm fishing herring, dogfish, CT comm FV, RI comm vessel,	410417
149925	1164	Bluefish, BS Bass, Dogfish, Fluke, Lobst (1), Monk ©, R Crab, Scup, Skate, SMB, Tilefish	None	None
410522	1171	Bluefish, Dogfish, Fluke, Herr (D), GC Scallop, Lobst (1), Monk ©, Quahog, R Crab, S Clam, Skate, SMB, Tilefish	MA offshore lobster non-trap, sea bass, herring, scallops shucking, shellfish, fluke	None
149637	1257	Bluefish, Dogfish, Herr (D), Lobst (A, 1A), Monk (E), Skate, SMB, Tilefish	None	None
330516	1363	Bluefish, BS Bass, Dogfish, Fluke, Herr (D), GC Scallop, Lobst (1), Monk ©, Quahog, R Crab, Scup, S Clam, Skate, SMB, Tilefish	ME comm fishing/crew, herr.,shrimp, MA offshore lobster non trap, scallop shucking	None
149593	1423	Bluefish, Dogfish, Fluke, Monk (D), Quahog, R Crab, Scup, S Clam, Skate, SMB, Tilefish	None	none
230353	1443	Bluefish, Dogfish, Herr (D), Lobst(1, A1), Monk (E), Quahog, R Crab, S Clam, Skate, SMB, Tilefish	ME comm fishing, MA offshore lobster, non-trap, scallop shucking;	None
150635	1539	Bluefish, BS Bass, Dogfish, Fluke, Herr (D), Monk (E), R Crab, Scup, Skate, SMB, Tilefish	None	None
146646	1579	Bluefish, Dogfish, Herr ©, Lobs (1, A1), Monk (D), R Crab, Skate, SMB, Tilefish	MA Boat 0-59 ft, offshore lobster non trap, scallop shucking, squid, herring;NH	None
150604	1592	Bluefish, Dogfish, Herr (D), Lobst (1), Monk (E), R Crab, Skate, Tilefish	None	None
150309	1696	Bluefish, Dogfish, Herr (D), Monk ©, R Crab, Skate, SMB, Tilefish	None	None
149495	1763	Bluefish, Dogfish, Herr (D), Monk (E), R Crab, Skate, SMB, Tilefish	None	None
150371	1808	Dogfish, Fluke, Herr (D), Lobst (1), Monk (D), Skate, SMB, Tilefish	None	None
232006	1881	Dogfish, Herr (D), Lobst (A1), Monk (E), SMB	ME comm fishing/crew, dogfish, herring, whelk, comm shrimp/crew, Lobster	None

<b>PERMIT</b>	<b>MRI</b>	<b>Federal Fisheries Authorized with this Federal Permit</b>	<b>State Permits</b>	<b>Other Federal Permits not enrolled in the SHS</b>
150235	1894	Bluefish, Dogfish, Herr (D), Lobst (1, A3), Monk (D), R Crab, Skate, SMB	None	None
410527	1952	Bluefish, Dogfish, Fluke, Herr (A), GC Scallop, Lobst (1), Monk (C_), Quahog, R Crab, S Clam, Skate, SMB, Tilefish	ME: comm fishing, herring, dogfish; RI comm vessel, CT comm landing, MA offshore lobster non-trap, scallop shucking, fluke, scup	None
240770	1977	Bluefish, Dogfish, Fluke, Herr (D), GC Scallop, Monk (D), R Crab, Skate, SMB, Tilefish	MA boat 0-59 ft. offshore lobster non trap, scallop shucking, squid,	None
149556	2219	Bluefish, Dogfish, Herr (D), Lobst (1), Monk (E), R Crab, Skate, SMB	None	None
146794	2226	Bluefish, Dogfish, Monk (E), Skate, SMB, Tilefish	ME comm fishing,	None
118724	2453	Bluefish, Dogfish, Herr (D), Lobs (1, A1), Monk (E), Scup, Skate, SMB, Tilefish	ME comm fishing /crew, comm shrimp/crew, scallop dragger, MA offshore lobster non trap	None
150043	434	Bluefish, SMB, Dogfish, Fluke, Herring, Lobster, Monkfish, Scup, Skate, Tilefish	None	None
310354	508	Bluefish, scallop, Dogfish, Fluke, Herring, Lobster, Monkfish, Skate, Tilefish, Quahog, Red Crab, SMB	ME comm fishing, , comm shrimp/crew, scallop dragger	None

n:Hank Soule To:Ed Thorbjornson (12073729902)

**THE SUSTAINABLE HARVEST SECTOR  
SECTOR OPERATIONS PLAN FOR FISHING YEAR MAY 2011-APRIL 2012  
EXHIBIT E**

The undersigned has executed the Agreement known as the Sustainable Harvest Sector Operations Plan for the fishing year May 2011 -- April 2012, as of the date written below.

Permit #	Moratorium Right ID	Permit Name
150043	434	FIV Foxy Girl
310354	508	FIV LAUREN DOROTHY

Name Edward B Thorbjornson

Capacity (owner, president, etc) OWNER and president

Signature Edward B Thorbjornson

Date 11-30-10

# Northeast Federal Fishing Permit

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



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

# File Copy

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

DOUGLAS K MAYO  
 PO BOX 526  
 PORTLAND, ME 04112

F/V JESSE  
 Northeast Federal Permit Number: 250428  
 Documentation/Registration Number: 606149  
 Principal Port/State: PORTLAND, ME

Fisheries Permitted	Date issued: 04/14/10	Effective Date	Expiration Date
AMERICAN LOBSTER - NON -TRAP - 2010		05/01/2010	04/30/2011
BLUEFISH - COMMERCIAL - 2010		05/01/2010	04/30/2011
MONKFISH - CATEGORY D - 2010		05/01/2010	04/30/2011
NE MULTISPECIES - INDIVIDUAL DAS - 2010		05/01/2010	04/30/2011
SPINY DOGFISH - COMMERCIAL - 2010		05/01/2010	04/30/2011
TILEFISH - COMMERCIAL/INCIDENTAL - 2010		05/01/2010	04/30/2011

**Maximum Trap Allocation (if applicable):** \_\_\_\_\_ (see reverse side for trap allocation information)  
 This permit is not valid unless signed. Knowingly and willfully falsifying material facts on this form may result in criminal liability (18 U.S.C § 1001) \_\_\_\_\_ Authorized Signature

See reverse side for permit conditions and information

# Northeast Federal Fishing Permit

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



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

VS

# File Copy

NOAA form 88-156A

## 2010 Fishing Year Permit

DANA HAMMOND II  
P O BOX 39  
NEW HARBOR, ME 04554

F/V NICOLE LEIGH  
*Northeast Federal Permit Number:* 250716  
*Documentation/Registration Number:* 661920  
*Principal Port/State:* SOUTH BRISTOL, ME

Fisheries Permitted	<i>Date issued:</i> 05/17/10	Effective Date	Expiration Date
AMERICAN LOBSTER - NON -TRAP - 2010		05/18/2010	04/30/2011
HERRING - OPEN ACCESS - POSSESSION LIMIT - 2010		05/18/2010	04/30/2011
MONKFISH - CATEGORY D - 2010		05/18/2010	04/30/2011
NE MULTISPECIES - INDIVIDUAL DAS - 2010		05/18/2010	04/30/2011
SCALLOP - LAGC - IFQ - 2010		05/18/2010	02/28/2011
SKATE - 2010		05/18/2010	04/30/2011
SPINY DOGFISH - COMMERCIAL - 2010		05/18/2010	04/30/2011

Maximum Trap Allocation (if applicable):

(see reverse side for trap allocation information)

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

Authorized Signature

See reverse side for permit conditions and information

# Northeast Federal Fishing Permit

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



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

# File Copy

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

MICHAEL P LEARY  
 3 ORCHARD DRIVE  
 HAMPTON FALLS, NH 03844

F/V PAMET  
 Northeast Federal Permit Number: 250830  
 Documentation/Registration Number: 906915  
 Principal Port/State: GLOUCESTER, MA

Fisheries Permitted	Date issued: 04/08/10	Effective Date	Expiration Date
AMERICAN LOBSTER - NON -TRAP - 2010		05/01/2010	04/30/2011
HERRING - OPEN ACCESS - POSSESSION LIMIT - 2010		05/01/2010	04/30/2011
LOLIGO/BUTTERFISH - COMMERCIAL MORATORIUM - 2010		05/01/2010	04/30/2011
MONKFISH - INCIDENTAL CATEGORY E - 2010		05/01/2010	04/30/2011
NE MULTISPECIES - INDIVIDUAL DAS - 2010		05/01/2010	04/30/2011
RED CRAB - OPEN ACCESS - INCIDENTAL BYCATCH - 2010		04/09/2010	02/28/2011
SCALLOP - LAGC - NGOM - 2010		04/09/2010	02/28/2011
SCUP - COMMERCIAL MORATORIUM - 2010		05/01/2010	04/30/2011
SKATE - 2010		05/01/2010	04/30/2011
SPINY DOGFISH - COMMERCIAL - 2010		05/01/2010	04/30/2011
SUMMER FLOUNDER - COMMERCIAL MORATORIUM - 2010		05/01/2010	04/30/2011
TILEFISH - COMMERCIAL/INCIDENTAL - 2010		05/01/2010	04/30/2011

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

(see reverse side for trap allocation information)

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Authorized Signature

See reverse side for permit conditions and information

# SUSTAINABLE HARVEST SECTOR

PO Box 356, So. Berwick ME 03908 | 207-956-8497 | [www.groundfish.org](http://www.groundfish.org)

---

October 4 2010

William Whitmore  
National Marine Fisheries Service  
55 Great Republic Ave.  
Gloucester, MA 01930

Dear Willie,

On September 29 you sent a letter identifying fatal flaws in the FY2011 operations plans submitted for sectors SHS I and SHS III. This letter addresses those flaws.

1. We have added Section 1.5 to the operations plan for SHS I identifying its directors:

- Terry Alexander
- Bud Fernandes
- Frank Patania
- Maggie Raymond
- Jim Odlin
- Phil Ruhle Jr.
- Tory Bramante

We have added Section 1.5 to the operations plan for SHS III identifying its directors:

- Terry Alexander
- Frank Patania
- Maggie Raymond
- Phil Ruhle Jr.

2. Documentation of state incorporation is attached.

3. We believe both plans identify three distinct sector members and permit numbers. What specific information does NMFS seek?

Sincerely,



Hank Soule



# State of Maine



## Department of the Secretary of State

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

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

*I further certify that on:*

August 16, 2007      ARTICLES OF INCORPORATION were filed.

*No further amendments have been filed to date.*

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

*In testimony whereof, I have caused the Great Seal of the State of Maine to be hereunto affixed. Given under my hand at Augusta, Maine, this twenty-eighth day of September 2009.*



A handwritten signature in black ink, appearing to read "Matthew Dunlap".

**MATTHEW DUNLAP**

*Secretary of State*



**The Commonwealth of Massachusetts**  
**William Francis Galvin**

Minimum Fee: \$35.00

Secretary of the Commonwealth, Corporations Division  
One Ashburton Place, 17th floor  
Boston, MA 02108-1512  
Telephone: (617) 727-9640

[Special Filing Instructions](#)

**Articles of Organization**

(General Laws, Chapter 180)

**Federal Employer Identification Number:** 273229689 (must be 9 digits)

**ARTICLE I**

The exact name of the corporation is:

SUSTAINABLE HARVEST SECTOR III, INC.

**ARTICLE II**

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

THIS CORPORATION IS ORGANIZED EXCLUSIVELY FOR THE PURPOSE OF PROMOTING THE SUSTAINABLE HARVEST OF NEW ENGLAND GROUND FISH RESOURCES.

**ARTICLE III**

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

MEMBERSHIP IN THE SUSTAINABLE HARVEST SECTOR SHALL BE OPEN TO INDIVIDUALS OR ENTITIES THAT HOLD NEW ENGLAND MULTISPECIES PERMIT, AND WHO SUBSCRIBE TO THE PRINCIPLES OF SUSTAINABLE HARVEST, AND WHOSE MEMBERSHIP APPLICATION IS APPROVED.

**ARTICLE IV**

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

(If there are no provisions state "NONE")

NONE

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

**ARTICLE V**

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

**ARTICLE VI**

The effective date of organization of the corporation shall be the date approved and filed by the Secretary of the

Commonwealth. If a *later* effective date is desired, specify such date which shall not be more than *thirty days* after the date of filing.

08/12/2010

**ARTICLE VII**

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

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

No. and Street: 42-44 FISH PIER  
City or Town: BOSTON State: MA Zip: 02110 Country: USA

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

<b>Title</b>	<b>Individual Name</b> First, Middle, Last, Suffix	<b>Address</b> (no PO Box) Address, City or Town, State, Zip Code	<b>Expiration of Term</b>
PRESIDENT	TERRY A ALEXANDER	67 GROVER LANE HARPSWELL, ME 04079 USA 67 GROVER LANE HARPSWELL, ME 04079 USA	2011
TREASURER	FRANK PATANIA	1 MORETTO DRIVE PEABODY, MA 01960 USA 1 MORETTO DRIVE PEABODY, MA 01960 USA	2011
CLERK	MARGARET RAYMOND	14 SEWALL ROAD SOUTH BERWICK, ME 03908 USA 14 SEWALL ROAD SOUTH BERWICK, ME 03908 USA	2011
DIRECTOR	PHILIP RUHLE	28 SERENITY WAY PEACEDALE, RI 02883 USA 28 SERENITY WAY PEACEDALE, RI 02883 USA	2011

**c. The fiscal year (i.e., tax year) of the business entity shall end on the last day of the month of:**  
January

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

Name: SALVATORE BRAMANTE  
No. and Street: 42-44 FISH PIER  
City or Town: BOSTON State: MA Zip: 02110 Country: USA

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

MARGARET RAYMOND

**IN WITNESS WHEREOF AND UNDER THE PAINS AND PENALTIES OF PERJURY, I/we, whose signature(s) appear below as incorporator(s) and whose name(s) and business or residential address (es) beneath each signature do hereby associate with the intention of forming this business entity under the provisions of General Law, Chapter 180 and do hereby sign these Articles of Organization as incorporator(s) this 13 Day of August, 2010. (If an existing corporation is acting as incorporator, type in**

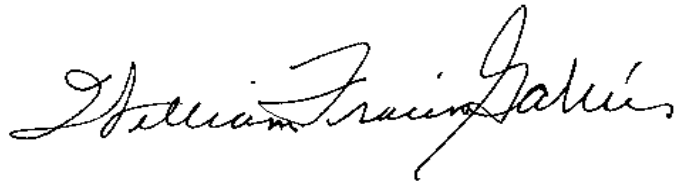
*the exact name of the business entity, the state or other jurisdiction where it was incorporated, the name of the person signing on behalf of said business entity and the title he/she holds or other authority by which such action is taken.)*

MARGARET RAYMOND

THE COMMONWEALTH OF MASSACHUSETTS

I hereby certify that, upon examination of this document, duly submitted to me, it appears that the provisions of the General Laws relative to corporations have been complied with, and I hereby approve said articles; and the filing fee having been paid, said articles are deemed to have been filed with me on:

August 13, 2010 09:55 AM

A handwritten signature in black ink, reading "William Francis Galvin". The signature is written in a cursive style with a large, prominent initial "W".

WILLIAM FRANCIS GALVIN

*Secretary of the Commonwealth*