

**GB Cod Fixed Gear Sector  
Fishing Year 2010  
Operations Plan and Agreement**

This OPERATIONS PLAN AND AGREEMENT (this “Agreement”) is entered into as of this 13th day of February, 2010 by and among the permit owners listed on the signature pages hereto and any other permit owners that are admitted pursuant to the terms of this Agreement (each, a “Member” and, collectively, the “Members”).

**RECITALS**

**WHEREAS**, under Amendment 13 to the Northeast Multispecies Fishery Management Plan (such amendment shall hereinafter be referred to as “Amendment 13” and the plan shall be referred to as the “Plan”), and the regulations promulgated thereunder, a self-selecting co-operative, or “sector,” of fishermen is authorized to submit to the New England Fishery Management Council (the “Council”) a proposal for the allocation of catch or effort of a regulated groundfish species to such sector;

**WHEREAS**, on April 17, 2007, the Members formed a fishery sector through GB Cod Fixed Gear Sector Inc. (the “Sector”), for the purposes of establishing a legally responsible entity (i) to obtain an Annual Catch Entitlement (“ACE”) of Georges Bank (“GB”) cod from the National Marine Fisheries Service (“NMFS”), as authorized by Framework Adjustment 42, and to sub-allocate such ACE among the Members and/or their permits and vessels, (ii) to participate in Special Access Programs (“SAPs”) or other programs in closed areas to the extent that such SAPs or other programs are available to the Sector, and (iii) to take such actions as may be necessary to ensure that the Sector, its Members and their vessels conduct groundfish harvesting activities in compliance with the Plan, Amendment 13, the Magnuson-Stevens Fishery Conservation and Management Act (the “Act”), Framework Adjustment 42, and applicable regulations promulgated by NMFS;

**WHEREAS**, in connection with the formation of the Sector, the Members entered into that certain Operations Plan and Agreement, dated November 22, 2006 (the “Original Agreement”);

**WHEREAS**, on \_\_\_\_\_, 2009 Amendment 16 to the Northeast Multispecies Fishery Management Plan (“Amendment 16”) authorized new sectors, the allocation of other groundfish stocks to all sectors, and additional exemptions from fishery management regulations; and

**WHEREAS**, the Members desire to amend and restate the Original Agreement to make certain adjustments thereto and to the Members’

obligations thereunder, in order to incorporate changes promulgated by Amendment 16 and to account for the circumstances of the 2010 Fishing Year.

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

## **Article I. Representations and Warranties of the Members.**

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

### Section 1.01.      **Sector Qualification.**

To be eligible and recognized, a sector must include three or more persons, none of whom have ownership interests in at least two other persons' vessels in the sector. Having an ownership interest in a permit/vessel includes, but is not limited to, persons or entities who are shareholders, officers, or partners, in a corporation owning a permit/vessel; who are partners to a permit/vessel owner; or who, in any way, partly own a permit/vessel. Other factors that may indicate ownership interest include whether a permit/vessel owner derives any financial benefit, or exercises any control over, another permit/vessel. NMFS interprets permit ownership as including permits in Confirmation of Permit History ("CPH"). The Sector's compliance with the ownership provision is included in Exhibit G.

### Section 1.02.      **Eligibility.**

To be eligible for participation in the Sector each Member must have been issued a valid limited access multispecies permit with documented landings of regulated species between May 1, 1996, and April 30, 2007, which are the 1996 through 2006 fishing years (such period of time shall hereinafter be referred to as the "Qualifying Period"). A portion of Sector permits will qualify with landings of GB cod during FY1996-FY2001. Each such permit which the Member intends to enroll in the Sector is listed below such Member's name on the signature pages and Exhibit B hereto (each, a "Permit"). Notwithstanding the list of Participating Vessels set forth on the signature pages hereto, for purposes of this Agreement, "Participating Vessel" shall mean the vessel to which a Member's Permit applies at any given time.

### Section 1.03.      **Organization and Authority.**

Each Member (i) to the extent that it is an entity, is duly organized, validly

existing and in good standing in its state of organization and (ii) has all authority, corporate or otherwise, to enter into this Agreement on its own behalf and on behalf of the Participating Vessels that it represents. This Agreement constitutes a legally valid and binding obligation of each Member, enforceable against such Member in accordance with its terms. Each of the Members represents that its Participating Vessel(s) and Permit(s) have no sanctions or other restrictions against them that would prevent such Participating Vessels and Permits from enrolling in the Sector and/or complying with the terms of this Agreement.

## **Article II. Membership**

### Section 2.01.      **Voluntary Membership.**

Participation in the Sector is completely voluntary among the Members, their Permits and the related Participating Vessels.

### Section 2.02.      **Scope of Membership Obligations.**

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 enrolled in the Sector pursuant to the terms hereof to the extent that such Permits or Participating Vessels are fishing commercially (i) with gear that is capable of harvesting regulated groundfish species managed under the Plan. Notwithstanding the foregoing, each Member is required to provide the Manager with the information requested in Exhibit D, including but not limited to a list of all federal and state permits assigned to participating vessels. Sector members, from time to time, may be permitted to participate in SAPs or any other pilot program, or to access any closures as authorized by NMFS. It may be necessary to expand the scope of the membership obligations hereunder, in order to ensure that the Sector and its Members are in compliance with the rules and regulations. Therefore, the Members hereby agree to execute any amendments or supplements to this Agreement, which may reasonably be requested by the Sector or the Sector Manager in order to comply with the rules and regulations, including, without limitation, any amendments or supplements that expand the scope of the membership obligations hereunder to apply to vessels and/or permits that are not enrolled in the Sector.

### Section 2.03.      **Length of Commitment.**

Each Member hereby agrees to cause each of its Permits and any related Participating Vessels to 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 under this Section 2.03 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. Each Member further agrees that if its Permit leaves the Sector for any reason during the Commitment Period, (i) such Member shall be subject to penalties as described on the Schedule of Penalties (as hereinafter defined) and (ii) such Member, its Permit, any permit in which the Member has a business interest, and the related Participating Vessel shall be ineligible to participate in the Sector for a period of five (5) years following the date of such departure from the Sector. Each Member acknowledges and agrees that 50 CFR Part 648.87 requires that each of its Permits and the related Participating Vessels must remain in the Sector for the entire fishing year in which such Permits and/or Participating Vessels are enrolled in the Sector, and that each Member's Participating Vessels may not fish outside the Sector under a multispecies DAS program during any fishing year in which its Permits and/or Participating Vessels are enrolled in the Sector. Notwithstanding the foregoing requirements, a Member that executes this Agreement prior to the time the final Annual Catch Entitlement ("ACE") is provided to the Sector by NMFS, may terminate the Agreement without penalty within fourteen (14) days of the initial ACE has been promulgated by NMFS and/or the Council.

Section 2.04.        **New Members.**

The owner of a permit that is eligible under the criteria set forth in Section 1.01 and 1.02 hereto, but that is not enrolled as a Member (and/or whose permit is not so enrolled) may apply to the Board (as hereinafter defined) for membership in the Sector. Such application shall be made in writing and shall include evidence of eligibility. The Board shall, in its reasonable discretion, determine whether the applicant shall be admitted as a Member of the Sector and/or its permit included as a Permit. Notwithstanding the foregoing, no such admission shall be effective until such new Member has agreed in writing to be bound by, and to cause its Permit and/or Participating Vessel to comply with, the terms of this Agreement, and until the provisions of this Agreement shall have been amended or modified to reflect such additional Member, Permit and/or Participating Vessel.

Section 2.05.        **Permit Transfers.**

Each Member agrees that so long as it is a party to this Agreement, such Member (i) shall not have the authority to sell, lease or transfer the ownership of its Permit to a party that is not or does not agree in writing to be bound by this Agreement for the remainder of the fishing year in which such sale, lease or transfer is to occur, (ii) shall not transfer, lease or assign any DAS allocated to its Permit by NMFS to any permit not enrolled in an approved sector, and (iii) shall comply with the right of first refusal provisions of Section 2.06 hereof prior to the consummation of any proposed sale, lease or transfer permitted hereunder. To the extent that a

Member sells, leases or transfers its Permit to another individual or entity (a "Transferee") in compliance with the foregoing sentence, then (a) such Transferee shall only be permitted to participate in the Sector for the remainder of the fishing year in which the transfer occurred (the "Transfer Year") and (b) prior to the commencement of the fishing year immediately following the Transfer Year, the Transferee must apply for admission to the Sector pursuant to the provisions of Section 2.04 hereof in order to be admitted to the Sector as a Member. For the avoidance of all doubt, for the purposes of calculating a Member's Commitment Period under Section 2.03 hereof, no portion of a Transfer Year shall be included in such calculation.

Section 2.06.      **Right of First Refusal - Permit.**

In the event that any Member (a "Transferring Member") at any time proposes to sell, transfer or lease (a "Transfer") its Permit to any proposed Transferee who shall make a good faith, bona fide written offer therefore (a "Bona Fide Offer"), then the Transferring Member shall first deliver to the Sector a written notice ("First Refusal Notice") that the Transferring Member proposes to make such Transfer, which First Refusal Notice shall (i) state the identity of the prospective Transferee, (ii) state the amount of consideration for the Permit and the material terms and conditions upon which the proposed Transfer is to be made (the date on which the Sector receives the First Refusal Notice being the "First Refusal Notice Date"), (iii) represent that the Bona Fide Offer is an actual bona fide offer, and (iv) include a copy of any written proposal, letter of intent or other agreement relating to the Bona Fide Offer. The Sector shall have a period of 5 business days following the First Refusal Notice Date (the "Election Period") in which to elect to purchase or lease the Permit at the price and subject to the same material terms and conditions set forth in the First Refusal Notice. The Sector shall exercise its right to purchase or lease such Permit by delivering a written notice ("Election Notice") to the Transferring Member within the Election Period. In the event that the Sector desires to purchase the Permit, then the parties shall schedule a closing for the payment for, and the delivery of, the Permit, which shall be no later than 90 calendar days after the First Refusal Notice Date. The Transferring Member agrees to enter into and deliver an agreement for the benefit of the Sector, containing standard and customary representations, warranties, covenants and indemnities by the Transferring Member for the benefit of the Sector. If the Sector has not elected to purchase the Permit within the Election Period, then the Transferring Member is free to Transfer the Permit to the Transferee; provided that such Transfer is on the terms and conditions specified in the First Refusal Notice. If the proposed Transfer is not consummated within 90 calendar days following the termination of the Election Period, the Transferring Member may not Transfer the Permit without complying again with all the provisions of Section 2.05 and this Section 2.06.

Section 2.07.        **Membership Dues.**

The Sector shall, to the extent necessary for the payment of the costs and expenses associated with the administration and management of the Sector (including but not limited to the payment of the Manager’s salary and payment of outstanding loans and debts), 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.

Section 2.08.        **Disclosure Agreement.**

Pursuant to section 402(b)(1)(F) of the Magnuson-Stevens Fishery Conservation and Management Act, 16 U.S.C. § 1881a(b)(1)(F), the undersigned hereby authorizes the release to the GB Cod Fixed Gear Sector of information regarding the catch of various species of fish associated with the limited access Northeast multispecies permit with the Moratorium Right Identifiers (MRIs) listed above submitted to the National Marine Fisheries Service in compliance with 50 CFR 648.7 and § 648.87 that the undersigned has authority to access. This information includes but is not limited to days-at-sea allocation and usage, vessel trip reports, dealer reports, Northeast Federal Observer Program data, catch and landings history data, and Sector dockside and at-sea monitoring data, enforcement data, and all other confidential and other information associated with the vessel, MRI #, and/or permit records. A copy or facsimile of this Disclosure Agreement shall have the same force and effect as the original.

**Article III. ADMINISTRATION**

Section 3.01.        **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 to act as its designated agent for service of process. Sector anticipates appointing Eric O. Brazer Jr. as Manager, which may be confirmed upon implementation.

Section 3.02.        **Manager Authority.**

The Manager shall have the authority (i) to monitor the activities of the Members and the Participating Vessels and to take such other actions as may be necessary to ensure compliance by the Members and their Permits and Participating Vessels with this Agreement and other Sector requirements as may be adopted under the terms of this Agreement or the Sector’s Bylaws, as well as applicable laws, rules and regulations, and (ii) subject to the authority of the Board or a committee delegated thereby pursuant to Section 3.03 of this Agreement, the Sector’s Bylaws or any other agreement relating to the Sector’s internal governance, to enforce this

Agreement, including specifically, without limitation, the authority to impose penalties set forth in the Schedule of Penalties (as hereinafter defined). The Manager shall also act as the liaison between NMFS and the Sector.

Section 3.03.       **Infractions Committee.**

The Board shall appoint an Infractions Committee (the “Committee”) to ensure fair, consistent and appropriate enforcement of this Agreement, the Harvesting Rules, the DAS (as hereinafter defined) requirements set forth on Exhibit C hereto, the Plan, the Framework Adjustment and other Sector requirements as may be adopted under the terms of this Agreement or the Sector’s Bylaws. The Committee shall be comprised of five (5) Members of the Sector. Board members shall not be eligible for appointment to the Committee. The Committee shall prepare and recommend to the Board for its approval a schedule of penalties, which shall be similar in form to Exhibit A hereto (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 DAS (as hereinafter defined) requirements set forth on Exhibit C hereto, the Plan, the Framework Adjustment and other Sector requirements as may be adopted under the terms of this Agreement or the Sector’s Bylaws. The Board shall review and approve any Schedule of Penalties prepared and recommended by the Committee prior to the commencement of the fishing year for which such Schedule of Penalties has been prepared. In addition, the Committee, on its own or at the request of a Manager or Member pursuant to Section 3.04 hereof, 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 requesting expulsion of the violating Member under Section 7.02 and issuing a “stop fishing” order against such Member.

Section 3.04.       **Procedures for Investigations.**

In addition to the Manager’s authority to impose penalties under the Schedule of Penalties pursuant to Section 3.02 hereof, the Manager may, on his 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, the Framework Adjustment 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, and the Manager, to investigate the matter further and to recommend action, if any, to the full

Committee. Such Committee member assignments shall be rotated. If, upon the conclusion of such investigation, the Committee determines by an affirmative vote of a majority (51%) of its members that a violation of this Agreement, the Harvesting Rules, the Plan, the Framework Adjustment or other Sector requirements (as may be adopted under the terms of this Agreement or the Sector's Bylaws) has occurred, it may, and is hereby given the authority to (in addition to the imposition of any penalties prescribed in the Schedule of Penalties), invoke sanctions, ranging from letters of warning to reductions in allocation of days-at-sea allotted ("DAS") to the Member, its Permits and its Participating Vessels by the Sector, allocation seizures, or issue stop fishing orders. The Committee shall exercise all reasonable efforts to ensure that penalties and settlements are commensurate with the nature and extent of the violation, are designed to further the purposes of the Plan, the Framework Adjustment, Amendment 13 and Amendment 16, and are uniform with those reached in similar circumstances. All appeals from such Committee action shall be taken in accordance with Section 7.04 hereof. Each of the Members agrees to cooperate fully with the Manager and the Committee in such investigations and procedures (including cooperation with any requests for information or data that may be made by the Manager or the Committee).

**Section 3.05. Sector Reporting Requirements.**

Within 60 days of the end of the fishing year, the Manager shall prepare and submit to the Council and NMFS an annual year-end report on the fishing activities of its Members, including the number of Sector vessels that fished for regulated groundfish, the permit and MRI numbers of those vessels, the number of vessels that fished for other species, the method used to estimate in-season discard rates as provided by NMFS, the landing ports used by Sector vessels while landing regulated groundfish, the harvest levels of all regulated groundfish species by Sector vessels (landings and discards by gear type), any enforcement actions taken against the Members, their Permits or Participating Vessels, and any other information requested by the Regional Administrator.

In addition to the annual report, the Manager shall, on a weekly basis, transmit to NMFS catch reports including but not limited to (i) catch data including cumulative live weight landings and in-season discards by stock and statistical area as provided by NMFS, status of ACE for each of the stocks allocated to the Sector; (ii) administration data including week ending date, number of trips, gear used, submission date of report, and whether the record was new or updated; (iii) observer data including data collected on observed trips by a Northeast Fisheries Observer Program Observer, and shall extrapolate that across the entire Sector (cumulative) in the manner prescribed by NMFS; (iv) monitoring data including catch data collected on monitored trips by an independent, third-party catch monitor, and shall extrapolate that across the entire Sector (cumulative) in the

manner prescribed by NMFS; (v) any issues regarding data discrepancies, including outstanding catch records and any actions being taken to resolve discrepancies; and (v) any enforcement issues or compliance concerns.

As described in Section 4.03, the Sector will establish an ACE reserve of no more than 20% of any ACE which shall be redistributed at the discretion of the Board. At or before reaching a threshold of 80% of any initial ACE, or when, for two consecutive weekly reporting periods 20% or more of the remaining portion of any ACE is harvested, whichever comes first, and upon determination by the Board, the Manager shall notify NMFS via e-mail and certified mail that it will redistribute the ACE reserve with the intent to remain within the initial ACE and will provide NMFS with aggregate reports on a daily basis, as requested.

Sectors will commence FY 2010 with discard rates provided by NMFS and will apply in-season discard rates as provided by NMFS. The Manager will submit required reports using the format and procedure prescribed by NMFS.

#### **Article IV. ANNUAL CATCH ENTITLEMENT**

##### Section 4.01.      **Sector Allocation.**

The Sector will be allocated an ACE of all regulated groundfish stocks pursuant to Amendment 16. Such allocation shall include stocks that are managed under the terms of the US/CA Resource Management Understanding (“EUSCA”), as applicable. For those permits that committed to the Sector as of March 1, 2008, the proportional Sector ACE will be calculated based on landings of GB cod during the period FY1996-FY2001, divided by the total landings of GB cod during that period. For all other Sector permits, the proportional ACE will be calculated based on the landings of GB cod during the period FY1996-FY2006, divided by the total landings of GB cod during that period but proportionately reduced by the amount of the permits that received PSCs based on landings of GB cod during the period FY1996-FY2001. Sector ACE for each groundfish stock except for GB cod will be based on the landings history of each permit during the time period FY1996-FY2006.

##### Section 4.02.      **Annual Distribution.**

Each Member hereby acknowledges and agrees that the ACE of all stocks, as authorized by Amendment 16, the Framework Adjustment and NMFS to the Sector, shall be harvested in accordance with the Harvesting Rules, which are set forth as Exhibit C hereto. Each Member agrees to, and agrees to cause its Participating Vessels to, exercise all commercially reasonable efforts to (i) assist in harvesting an amount of regulated groundfish stocks allocated by Amendment 16 equal to, but not greater than, the ACE for

each stock, as further set forth on Exhibit C, unless additional ACE can be acquired, and (ii) to comply with all of the other Sector requirements set forth on Exhibit A and Exhibit C hereto. If at any time during the fishing year the Board determines that the ACE may not be fully harvested, the Board shall, subject to the provisions of Section 4.02, redistribute the ACE, through weekly quota targets or otherwise, to ensure that the ACE is fully harvested. In addition, to the extent that the ACE is adjusted upward or downward after the commencement of any fishing year, whether by the authority of NMFS, by framework adjustment or by other regulatory action, the Board shall have the authority to redistribute the adjusted ACE through DAS, weekly quotas or otherwise, to ensure that the adjusted ACE is properly harvested by the Members.

Prior to the commencement of the Fishing Year, the Board shall make an initial distribution of the Sector's ACE to members based on the Members' fishing history. After the initial allocation of individual ACE is made, and at any time during the fishing year, Members are free to transfer, lease, or sell any ACE attributed to their Permit to any other Member subject to advance approval of Manager. Such requests shall be made in writing to the Manger in a timely manner.

Members with or without ownership interests in multiple Permits may consolidate individual ACE to harvest from a single or fewer vessels. Such consolidation will be approved by the Manager prior to validation, and requests shall be made in writing to the Manager in a timely manner. ACE from Vessels designated as "Lease Only" (Exhibit D) may be leased by Vessels designated as "Active Commercial Groundfish."

In FY 2009, approximately 44% of the permits which are enrolled in the Fixed Gear Sector for FY 2010 are attached to vessels actively fishing for NE Multispecies. For FY 2010, the Fixed Gear Sector has 88 Permits currently enrolled. Of those Permits approximately 39 permits, or approximately 44% are anticipated to actively fish for NE multispecies in FY 2010. While these numbers may change, the Fixed Gear Sector expects that compared to FY 2009 there would be no change from the consolidation rate that previously occurred under the DAS Leasing Program or the consolidation rate that may take place in the common pool in FY 2010. The Member Permits that are not attached to active NE multispecies vessels in FY 2010 are the same permits that leased out their DAS allocations in FY 2009. In most cases, a Member who owns multiple Permits fished the DAS allocations of all those Permits on a single hull and will now continue to fish the ACE contributed by all those Permits on the same single hull, resulting in little-to-no additional consolidation.

Section 4.03.      **Reserve.**

Each Member agrees that the Board shall, in its sole discretion, establish a reserve for each allocated stock in order to ensure that the Sector remains in compliance with its ACE limits; provided, however, that such reserves shall not exceed twenty percent (20%) of any ACE. The amount of the reserve shall be deducted at the beginning of the fishing year from each Member's permit on a pro rata basis once ACE has been distributed to the Members.

Section 4.04.        **Release of Reserve.**

If the Board, subsequent to the establishment of a reserve pursuant to Section 4.03 hereof, determines that the ACE, as adjusted pursuant to Section 4.03, will be fully harvested by the Participating Vessels, the Board shall, at its discretion, release and authorize the harvesting of the reserve so as not to exceed the ACE for any species unless additional ACE can be acquired.

Section 4.05.        **ACE Transfer.**

Members acknowledge that ACE transfer from the Sector to another sector will only be carried out in a manner authorized by NMFS and in accordance with this Agreement. If a Member seeks to transfer ACE attributed to its permit, that Member shall submit an ACE transfer request to the Manager in writing at least seven (7) days in advance of the desired transfer date. Transfer requests to be completed sooner than seven (7) days will be accepted by the Manager and approved on a case-by-case basis. Such transfer request must receive approval of the Board and will only be transmitted to NMFS after such Board approval. An ACE transfer from the Sector will only be finalized after NMFS approval and all parties are notified.

Section 4.06.        **ACE Carryover.**

If the Sector expects to have unused ACE at the end of the fishing year, an amount not to exceed ten (10) percent of the original Sector ACE may be carried forward into the next fishing year. Prior to such a carryover, the Board shall determine whether unused ACE is needed to cover existing or potential ACE overages.

Section 4.07.        **ACE Overage.**

The Sector is responsible for preventing ACE overages during the fishing year. The Sector must cease all fishing operations in the appropriate stock area when the Sector achieves or exceeds any ACE. The Sector may acquire additional ACE to resume fishing in that stock area and to avoid an ACE deduction for the following fishing year. NMFS may find Members and the Sector jointly and severally liable for any ACE overage and may assess penalties accordingly. If ACE is exceeded, the overage shall be deducted from the following year's ACE.

The Member is responsible for preventing individual ACE overages during the fishing year. The Member must cease all fishing operations in the appropriate stock area when the Member achieves or exceeds any ACE. The Member may acquire additional ACE to resume fishing in that stock area and to avoid an ACE deduction for the following fishing year. If any Member exceeds its allocation of ACE, it will be subject to penalties in accordance with Exhibit A and may have its future allocation reduced by an amount equal to the overage.

If a Member that causes the Sector to exceed any ACE leaves the Sector the following year, any reduction in the Sector's ACE or reduction in DAS will follow that Member's permits that left the Sector in the form of DAS reductions if the Member joins the Common Pool, or pound-for-pound ACE reduction in a new sector. Additional penalties may also be invoked by the Board in accordance with Exhibit A.

NMFS will withhold 20 percent of each ACE at the beginning of the fishing year for a period of 61 days to allow time to process any year-end transfers of ACE and to determine whether any reductions in ACE are necessary due to overage in the previous year.

Section 4.08.        **Available ACE.**

For a Member to be able to fish commercially with any gear capable of harvesting regulated groundfish species, both the Member and the Sector must have available ACE. Further, ACE must be available to account for interactions with regulated groundfish stocks allocated by Amendment 16 in non-target fisheries, including directed monkfish and skate trips, which are likely to be taken by Members. All monitoring and reporting requirements will be maintained in non-target fisheries to account for available ACE.

**Article V. VESSEL OPERATIONS AND EXEMPTIONS**

Section 5.01.        **Proof of Sector Membership.**

Each Member agrees that its Participating Vessels shall maintain on-board at all times a Letter of Authorization from NMFS verifying such Participating Vessels' participation in the Sector, contact information for the Manager, and a copy of the Operations Plan and Agreement in effect for the current fishing year, except when such Participating Vessels are fishing as charter/party vessels. Members acknowledge that the Participating Vessels must comply with all applicable Federal regulations and laws not specifically exempted in the LOA.

Section 5.02.        **Gear Restrictions.**

Each Member agrees that its Participating Vessels shall not fish for

regulated groundfish species with any gear other than jigs, demersal longline, handgear or sink gillnets.

Section 5.03.      **Stock Areas.**

Each Member agrees that it shall not fish commercially with gear that is capable of harvesting regulated groundfish species unless the Member has available ACE for all stocks for the area being fished. To the extent that ACE availability allowed, Sector members would fish within the entire range of the Northeast Multispecies Complex – the Gulf of Maine Regulated Mesh Area (RMA), the Georges Bank RMA, and the southern New England RMA. Most fishing effort would occur in the Georges Bank RMA, with secondary effort occurring in the Gulf of Maine RMA; little effort would occur in the southern New England RMA.

Section 5.04.      **Operators.**

Each Member agrees to ensure that any operators of its Participating Vessels fully comply with the obligations and restrictions set forth in this Agreement as they may be modified from time to time by the Board. Each Member further agrees to accept responsibility hereunder for the actions of any such operators that result in a violation of this Agreement.

Section 5.05.      **Designated Landing Ports.**

To enable the Members and the Manager to monitor, observe and verify catches, each Member agrees that each of its Participating Vessels will only offload catch in the designated ports of Aunt Lydia's Cove, Chatham, MA; Stage Harbor, Chatham, MA; Saquatucket Harbor, Harwich, MA; Allen's Harbor, Harwich, MA; and Wychemere Harbor, Harwichport, MA.

Section 5.06.      **Landing Port Exceptions.**

Landings in ports, remote or otherwise, other than those listed in Section 5.05 hereof are permitted on a temporary, case-by-case basis, subject to prior approval of the Manager; provided, the Manager determines that the excepted landings will not impair effective enforcement and monitoring of the Sector and this Agreement. Such exceptions may be granted in the sole discretion of the Manager. The Manager shall notify the Dockside Monitoring Vendor (“DMV”) of landing port exceptions in a manner and timeframe agreed upon by the DMV and Manager to ensure compliance with the Sector's Dockside Monitoring requirements. The Manager shall report to NMFS any landing port exceptions that are of a significant or prolonged nature, which includes but is not limited to the number landing port exemptions granted to a vessel more than one time per month and the anticipated timeframe for which landing port exemptions are to be granted if that timeframe is greater than one day.

Section 5.07.      **Observed Offloading.**

Each Member agrees that, in order to enhance the monitoring and enforcement of the provisions in this Agreement, the Manager may request that an observer be present during offloading operations. If such a request is made, each Member agrees not to permit its Participating Vessel(s) to offload retained catch until the Manager or his designee is present.

Section 5.08.        **Advanced Notice of Offloading.**

Vessels shall notify the Manager and/or DMV and/or NMFS Office of Law Enforcement (“OLE”) through the vessel’s Vessel Monitoring System (“VMS”) or other means at least 6 hours prior to landing for trips greater than 6 hours in length. For trips less than 6 hours in length or occurring within 6 hours of port, the estimated time of arrival to port and time of offload will be provided in the trip start hail. The trip end hail will be sent upon completion of the last tow/haul with required updated information; and NMFS is so notified. Notification shall be made in accordance with the procedures described in Exhibits E, F and H-L.

Section 5.09.        **Redirection of Effort.**

The Members acknowledge that redirection of fishing effort onto stocks not managed under the Plan may occur as a result of insufficient ACE for a directed fishery on regulated groundfish species. If any redirection occurs, Members agree that while using fishing gear capable of harvesting regulated groundfish stocks, they agree not to redirect effort onto lobsters or stocks which are overfished or for which overfishing is occurring. Any redirection of effort into other fisheries where non-specified gear is used will be closely monitored throughout the year and reported in the Annual Report. Through the reporting requirements contained in this Agreement, the Manager will monitor any redirection of effort that may occur and include that information in the Manager's reports to NMFS. Members that violate this provision will be subject to penalties in accordance with Exhibit A.

The Fixed Gear Sector anticipates that some vessels may switch fishing efforts into the following fisheries:

- Monkfish (extra-large mesh sink gillnets)
- Skates (extra-large mesh sink gillnets)

Section 5.10        **Exemptions.**

All sectors will be universally exempt from the following regulated groundfish management measures:

- a) Exemption from trip limits on allocated stocks except for the following Halibut: trip limit would continue to be one fish per trip; No vessel, whether in the Common Pool or in any sector, would be

allowed to possess any windowpane flounder (both stocks), ocean pout, wolffish, or SNE/MA winter flounder on board at any time. When caught, these species must be discarded. Since the Sector will be subject to ACEs for these stocks, trip limits are unnecessary for controlling mortality;

- b) Exemption from the Georges Bank Seasonal Closure in May. Since the Sector will be subject to ACEs for a number of regulated groundfish stocks, groundfish seasonal closed areas are unnecessary for controlling mortality;
- c) Exemption from groundfish DAS requirements including DAS reductions, the 3/15 rule for gillnets, 24-hour DAS counting, and any differential groundfish DAS counting areas implemented as an Accountability Measure. Since the Sector will be subject to ACEs for a number of regulated groundfish stocks, DAS are unnecessary for controlling mortality; and
- d) Gulf of Maine Rolling Closures in specific blocks as recommended at the June 2009 Council meeting. Since the Sector will be subject to ACEs for a number of regulated groundfish stocks, non-spawning rolling closures are unnecessary for controlling mortality.
- e) Exemption any additional seasonal or year-round closures, or other mortality controls, added in Amendment 16,
- f) Exemption from any additional gear requirements or gear restricted areas added in Amendment 16,
- g) 6.5 inch mesh in the cod end in haddock separator trawl/ Ruhl trawl when targeting haddock (i.e., authorized to use 6 inch mesh in the cod end).

The Sector will further be exempt from the following regulated groundfish management measures:

- a) Limits on the number of hooks that may be fished. An exemption from the hook limit would allow for greater efficiency of effort by a gear type known to have minimal habitat, protected species; non-target species bycatch would continue to be controlled by ACE and/or trip limits;
- b) The requirement that vessels on GB haul only 50 gillnets while on a groundfish DAS for trips where the vessel is also on a monkfish DAS. This exemption would increase the efficiency of gillnet vessels by allowing them to haul additional nets which they are already allowed

to have in the water, and would decrease wasteful fishing practices by allowing more timely attending of gear.

- c) Gillnet mortality blocks (50 C.F.R. 648.82(j)(1)(ii)):
- 21 days between June 1 and September 30;
  - An additional 80 days throughout the fishing year;
  - Does NOT including the Spawning Block (20 days between March 1 and May 31).

Since the Sector will be subject to ACEs for a number of regulated groundfish stocks, gillnet mortality blocks are no longer necessary for primarily controlling mortality. Authorization of this exemption may change fishing behavior in that additional effort may be expended during times that vessel would otherwise be signed into a block and therefore not active. Members may use this exemption to maximize their efficiency during fair weather or profitability when market prices are favorable. Additional effort may be expended during the summer months (increased catch and fair weather) in the areas in which Members currently operate or are predicted to operate but are bound by the 21 days of block; less effort may therefore be expended during the winter months (decreased catch and foul weather). However, unpredictable market prices will ultimately determine the level of effort shift and the impact of increased effort during favorable months (21 days of block time); unpredictable weather patterns will ultimately determine the level of effort shift and impact of decreased effort during “unfavorable” months (additional 80 days of block time). Any increased effort will not impact rebuilding as the Sector’s ACE will restrain total effort. Furthermore, authorization of this exemption may allow multiple-vessel owners to consolidate their businesses onto one active fishing vessel, as opposed to owning and operating two active fishing vessels whereby Members would utilize one vessel when the other vessel is signed into a block. This would thereby reduce operating costs and safety concerns that occur when maintaining multiple active fishing vessels. Any increase in soak times and resulting bycatch issues (marine mammal or otherwise) would be observed under an estimated minimum 30 percent NEFOP observer coverage, extrapolated across the Sector as appropriate, closely monitored by the Manager, and reported as required. “Equity” issues would be addressed internally by the Board, which is anticipated to be comprised of both gillnet and hook-and-line Members.

Section 5.11.      **SAPs and Other Special Management Programs.**

Sector members may participate in SAPs or any other pilot/EFP/LOA program, or special management programs as authorized by NMFS as long as the Sector has available ACE.

**Article VI. CATCH MONITORING AND VERIFICATION; CERTAIN OTHER MEMBERSHIP REQUIREMENTS.**

Section 6.01.      **Sector Hails/Reporting.**

Each Participating Vessel must notify the Manager, his designated representative, and/or an approved Monitoring Vendor via email, other electronic means, or other means if necessary prior to departing from port on a commercial fishing trip when commercial fishing with gear capable of harvesting regulated groundfish. Such notification shall include vessel name, permit number, sector name, and any other information as determined by the Manager. Notifications received from the vessel will be immediately relayed to OLE upon receipt by the Manager and/or Monitoring Vendor. In accordance with and defined by Amendment 16, all Sector vessels will also be required to make a declaration to NMFS via VMS prior to departing port identifying whether they intend to fish in one broad reporting area or multiple reporting areas. Vessels that fish in multiple areas will be required to provide additional daily reports to NMFS as required by Amendment 16. Each Participating Vessel must notify the Manager, his designated representative, and/or an approved Monitoring Vendor via email, other electronic means, or other means if necessary in accordance with Section 5.08 hereof with species-specific landings, and any other information as requested by NMFS.

Section 6.02.      **Participating Vessel Catch Reports.**

To enable each Member and the Sector to monitor the Members' compliance with this Agreement, each Member agrees to report each of its Participating Vessels' entire catch on a landing-by-landing basis, by providing the Manager with a copy of the official Vessel Trip Report, Electronic Vessel Trip Report ("EVTR"), or other reporting document authorized by NMFS within 24 hours of offloading retained catch or prior to departing on a subsequent trip, whichever occurs first, in the form and manner prescribed by the Manager. The Members agree that these records shall be maintained by the Manager. The Manager shall, upon the request of any Member or NMFS, provide such Member or NMFS with the Sector's aggregate catch information that is generated from such records.

Section 6.03.      **Dealer Reporting.**

Each Member agrees to (i) sell the catch of its Participating Vessels only to a dealer licensed under the Plan by NMFS and (ii) cause any such dealer to provide the Manager with a copy of the official dealer weigh out slip, access to an electronic copy of these data, or other official reporting document required by NMFS on a weekly basis or more frequently as required by the Manager. Each Member further acknowledges and agrees that (a) it is responsible for ensuring timely dealer reporting in accordance with the

provisions of this Section 6.03 and (b) failure of the dealer to timely deliver the reports for a Member's Participating Vessel in accordance with this Section 6.03 shall be deemed a breach of this Agreement by such Member. It is the responsibility of the Member to ensure that a dealer is licensed and Member shall provide evidence of such licensure to Manager upon request.

Section 6.04.      **Catch Verification.**

The Manager shall, and each Member shall ensure that the Manager does compare, verify and validate each Participating Vessel's catch records with the dealer reports for such Participating Vessel on a continuing and frequent basis. If the Manager identifies a discrepancy between these or any other available catch verification data, he shall immediately notify the affected Member and seek to resolve the discrepancy. If the Manager is unable to satisfactorily reconcile the catch records, he shall notify the Committee of the discrepancy for its consideration and resolution. Each Member further agrees to cooperate fully with any requests for information or data that are made by the Manager or the Committee in an effort to resolve such discrepancy in a timely manner.

Section 6.05.      **Monitoring Vendors.**

The following Monitoring Vendors are candidates for administering the Sector's Dockside and At-Sea Monitoring Program:

**A.I.S., Inc.**

89 North Water Street  
New Bedford, MA 02747  
Phone: (508) 990-9057  
Primary Contact: Jo Michaud, [jo@aisobservers.com](mailto:jo@aisobservers.com)  
Secondary Contact: Luke Szymanski, [lukes@aisobservers.com](mailto:lukes@aisobservers.com)

**Atlantic Catch Data Ltd.**

99 Wyse Road, Suite 815  
Dartmouth, Nova Scotia  
CANADA B3A 4S5  
Phone: (902) 422-4745  
Primary Contact: Greg Connor, [gconnor@atlanticcatchdata.ca](mailto:gconnor@atlanticcatchdata.ca)

**East West Technical Services**

34 Batterson Drive  
New Britain, CT 06053  
Phone: (860) 223-5165  
Primary Contact: Jerry Cygler, [jerry@ewts.com](mailto:jerry@ewts.com)  
Secondary Contact: Karl Cygler, [karl@ewts.com](mailto:karl@ewts.com)

**MRAG Americas**

65 Eastern Ave.

Unit B2C  
Essex, MA 01929  
Phone: (978) 768-3880  
Primary Contact: Jennie Harrington, [jennie.harrington@mragamericas.com](mailto:jennie.harrington@mragamericas.com)  
Secondary Contact: Bob Trumble, [Bob.trumble@mragamericas.com](mailto:Bob.trumble@mragamericas.com)

**Saltwater Inc.**

733 N. Street  
Anchorage, AK 99501  
Phone: (907) 276-3241  
Primary Contact: Tim Carroll, [tim@saltwaterinc.com](mailto:tim@saltwaterinc.com)  
Secondary Contact: Bruce Lambert, [bruce@saltwaterinc.com](mailto:bruce@saltwaterinc.com)

The Manager expects to contract with any or all of the approved Monitoring Vendors prior to May 1, 2010 and notify NMFS of its selection. NMFS shall notify the Manager which of these Monitoring Vendors have been certified. Specific vendor(s) selection will be approved by the Manager through consultation with Members, and based on internal criteria yet to be determined. If a Monitoring Vendor loses certification in the course of the fishing year, NMFS will immediately alert the Manager; the Sector will subsequently establish a contract with another approved vendor from the vendor list and notify NMFS. Standards for Monitoring Vendors can be found in Exhibit E. Specific vendor dockside and at-sea monitoring plans can be found in Exhibits H-L.

**Section 6.06. Dockside Monitoring Program.**

The sector will implement through its Vendor a reliable Dockside Monitoring Program (“DMP”) in accordance with the procedures described in Exhibit F. Under the DMP, a minimum of 50% of all landings will be monitored using a methodology approved by NMFS and implemented by the Monitoring Vendor and the Manager. The Manager will maintain the database if all catch data, including but not limited to VTR, dealer, monitor, and observer data.

**Section 6.07. At-Sea Monitoring Program.**

The Sector will implement, through the expanded Northeast Fisheries Observer Program (“NEFOP”), an adequate at-sea monitoring program that meets, at minimum, the standards as described in the *NMFS Letter to Sector Managers and Representatives* dated August 20, 2009. The Sector will rely upon the at-sea monitoring program to document fishing activity, including discards. The Manager will maintain a database if all catch data, including but not limited to VTR, dealer, monitor, and observer data.

**Section 6.08. Fixed Gear Sector Monitoring Program.**

In addition to the foregoing catch verification protocols, there may be established an Internal Sector Monitoring Program whereby data collection

personnel and/or video monitoring equipment may be deployed onboard Participating Vessels to monitor such vessels' catch and/or to collect data relevant to evaluating the performance of the Sector as determined by the Manager. The Manager shall publish guidance describing Program requirements in advance of the fishing year, and may revise it as necessary throughout the year. Thereafter, the Manager shall have sole discretion to deploy data collectors or video monitoring equipment onboard a Participating Vessel. Each Member agrees to participate in the design and implementation of the Internal Sector Monitoring Program. Each Member further agrees to make every reasonable effort to ensure that data collectors and/or video monitoring equipment are able to perform their monitoring duties. Members agree to address any issues and/or concerns directly to the Manager in a timely and responsible manner. Any refusal to participate in the Internal Sector Monitoring Program and/or unreasonable interference with onboard data collectors will be referred to the Infractions Committee for investigation and appropriate enforcement action.

## **Article VII. ENFORCEMENT.**

### Section 7.01.      **Agreement Enforcement.**

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

### Section 7.02.      **Restrictions on Fishing Activity.**

The Members acknowledge that a violation of this Agreement or applicable fishery regulations by one or more Members (or the Members' Permits, Participating Vessels or Participating Vessels' operators, if any) that causes the Sector to exceed any of its ACEs, or if a Member discards legal-sized fish or misreports catch could subject the Sector and its Members to joint and several liability to NMFS for fishing violations. The Members further acknowledge and agree that monetary and/or allocation seizure penalties could be inadequate recourse under such circumstances. Therefore, the Members acknowledge and agree that each of them will (and will cause their Permits, Participating Vessels and Participating Vessels' operators, if any, to) comply with a "stop fishing" order from the Sector, which shall be issued by the Board, the Manager or the Committee, and each of the Members further agrees that if any Member (or its Permits, its Participating Vessels or the Participating Vessels' operators) fails to comply with such order, the Sector shall have the authority to obtain an injunction, restraining order or other equivalent form of equitable relief to give effect to such "stop fishing" order.

Section 7.03.       **Penalties for Violations.**

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

Section 7.04.       **Appeal from Infractions Committee Decision.**

If the Committee (i) has determined, pursuant to the procedures set forth in Section 3.04 hereof, that a Member has violated this Agreement or (ii) makes any other determination with respect to a Member under this Agreement (including, specifically, without limitation Section 4.07 hereof), such violating Member shall have five (5) business days following the date of the Committee's determination to request reconsideration of the enforcement or other action and/or propose an alternative form of penalty. Such request shall be made in writing and shall be addressed to the Board. The Board may, in its sole discretion, grant or deny any request for reconsideration and may, in its sole discretion, approve or disapprove any alternative form of penalty; provided, that the Board shall exercise all reasonable efforts to ensure that penalties and settlements are commensurate with the nature and extent of the violation, are designed to further the purposes of the Plan, Amendment 16, the Framework Adjustment and Amendment 13 and are uniform with those reached in similar circumstances.

Section 7.05.       **Penalties and Attorneys' Fees.**

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

Section 7.06.       **Application of Penalties, Fines and Damages.**

All penalties, fines and/or other damages paid to the Sector shall, first, be applied to the cost of enforcement of such violations and, second, any remaining amounts shall be applied to the costs and expenses of the administration, management and preservation of the Sector. Any funds remaining after the application of the foregoing sentence shall be used to

further research into efficient and responsible management of groundfish stocks for the benefit of the resource and those that harvest the resource. The Board shall have sole discretion to redistribute ACE seized for penalties.

Section 7.07.        **Dispute Procedures.**

Notwithstanding the provisions of Section 7.01 hereof, prior to instituting any litigation or other dispute resolution, the parties shall follow any applicable procedures set forth in this Agreement, including specifically Sections 3.04, 6.04 and 7.02, for the resolution of such dispute. Any appeals taken with respect to any dispute that arises in connection with this Agreement shall be taken in the federal district court in Boston, Massachusetts or, if said court(s) does not have jurisdiction, in such courts in the Commonwealth of Massachusetts that do have jurisdiction.

Section 7.08.        **Specific Performance.**

In furtherance and not limitation of Section 7.02 hereof, each of the Members and the Sector shall have the right to have any provision of this Agreement specifically enforced, through injunction, restraining order or other form of equitable relief.

Section 7.09.        **Indemnification.**

Each party that violates this Agreement (the “Indemnitor”) hereby severally agrees to indemnify, defend and hold harmless the other parties hereto (each, an “Indemnitee”) in respect of their respective Losses; provided, that such Losses result or arise from a third party claim or governmental proceeding brought against or involving the Indemnitee, which is based on or relates to such Indemnitor’s (or its Permits’, its Participating Vessels’ or such Participating Vessels operators’, if different from such Indemnitor) (i) violation of applicable laws, rules or federal fishery regulations or (ii) breach of any covenant, agreement or obligation contained in this Agreement, the Harvesting Rules or other Sector requirements as may be adopted under the terms of this Agreement or the Sector’s Bylaws. The indemnification obligations of the parties hereto shall be several and not joint and several. For the purposes of this Section 7.09, “Losses” shall mean any and all claims, liabilities, obligations, judgments, liens, injunctions, charges, orders, decrees, rulings, damages, dues, assessments, taxes, losses, fines, penalties, expenses, fees, costs, amounts paid in settlement (including reasonable attorneys’ and witness fees and disbursements in connection with investigating, defending or settling any action or threatened action) arising out of any claim, complaint, demand, cause of action, action, suit or other proceeding asserted or initiated or otherwise existing. The obligations under this Section 7.09 shall survive the termination of this Agreement and the expulsion of any Member pursuant to Article VII.

**Article VIII. EXPULSION OF MEMBERS.**

**Section 8.01. Cause.**

The Members agree that any Member, its Permits and/or its Participating Vessels may be expelled from the Sector if (i) the actions of such Member and/or its Participating Vessels (or the Participating Vessels' operators) seriously undermine and threaten the existence of the Sector, (ii) the actions of such Member and/or its Participating Vessels (or the Participating Vessels' operators) have exposed other Members of the Sector to monetary penalties and/or legal actions, (iii) such Member has been convicted of a serious crime, or (iv) such Member has not paid its membership dues and/or poundage fees as required by Section 2.07.

**Section 8.02. Procedure.**

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

**Article IX. TERM/TERMINATION.**

This Agreement takes effect upon the approval hereof by the Regional Administrator in accordance with 50 CFR Part 648.87 and terminates on the last day of the 2010 fishing year (which occurs on April 30, 2011) (the "Term"). The Term of this Agreement may be extended by the written consent of the Members. Such written consent to extend the Term of this Agreement shall be given twenty (20) calendar days in advance of the date by which the Sector's Operations Plan and Agreement for the upcoming fishing year must be submitted to NMFS. Notwithstanding the foregoing, if NMFS shall not approve the Sector's Operations Plan and Agreement, as

the same may be amended, for any fishing year during the Term or any extension thereof, then this Agreement shall terminate on the last day of the last fishing year for which the Sector's Operations Plan and Agreement shall have received approval from NMFS.

## **Article X. MISCELLANEOUS.**

### **Section 10.01. Entire Agreement.**

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

### **Section 10.02. Succession and Assignment.**

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

### **Section 10.03. Counterparts.**

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

### **Section 10.04. Notices.**

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

### **Section 10.05. Governing Law.**

This Agreement shall be governed by and construed in accordance with federal fisheries laws and, to the extent that federal fisheries laws do not apply, with the domestic laws of the Commonwealth of Massachusetts without giving effect to any choice of law provision or rules (whether of

Massachusetts or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the Commonwealth of Massachusetts.

Section 10.06.     **Change in Law.**

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

Section 10.07.     **Consent to Jurisdiction and Venue.**

Subject to and without limiting the dispute resolution procedures set forth in Article VI, each of the Members consent to the exclusive jurisdiction and venue of the federal district court in Boston, Massachusetts or, if said court does not have jurisdiction, in such courts in the Commonwealth of Massachusetts that do have jurisdiction, for adjudication of any suit, claim, action or other proceeding at law or in equity relating to this Agreement. Each of the Members accepts, generally and unconditionally, the exclusive jurisdiction and venue of the aforesaid courts and waives any objection as to venue, and any defense of *forum non conveniens*.

Section 10.08.     **Amendments and Waivers.**

No amendment of any provision of this Agreement shall be valid unless the same shall be in writing and signed by each of the Members.

Section 10.09.     **Severability.**

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

Section 10.10.     **Expenses.**

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

Section 10.11.     **Incorporation of Exhibits and Other Documents.**

The Exhibits and Schedule of Penalties identified in this Agreement are incorporated herein by reference and made a part hereof.

IN WITNESS WHEREOF, the undersigned parties have executed this GB Cod Fixed Gear Sector Operations Plan and Agreement for FY2010, as of the date first written above.

\_\_\_\_\_  
Signature  
\_\_\_\_\_  
Name  
\_\_\_\_\_  
Permit Name  
\_\_\_\_\_  
MRI # / Permit #

\_\_\_\_\_  
Signature  
\_\_\_\_\_  
Name  
\_\_\_\_\_  
Permit Name  
\_\_\_\_\_  
MRI # / Permit #

\_\_\_\_\_  
Signature  
\_\_\_\_\_  
Name  
\_\_\_\_\_  
Permit Name  
\_\_\_\_\_  
MRI # / Permit #

\_\_\_\_\_  
Signature  
\_\_\_\_\_  
Name  
\_\_\_\_\_  
Permit Name  
\_\_\_\_\_  
MRI # / Permit #

\_\_\_\_\_  
Signature  
\_\_\_\_\_  
Name  
\_\_\_\_\_  
Permit Name

\_\_\_\_\_  
Signature  
\_\_\_\_\_  
Name  
\_\_\_\_\_  
Permit Name

\_\_\_\_\_  
MRI # / Permit #

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Permit Name

\_\_\_\_\_  
MRI # / Permit #

\_\_\_\_\_  
MRI # / Permit #

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Permit Name

\_\_\_\_\_  
MRI # / Permit #

IN WITNESS WHEREOF, the undersigned parties have executed this GB Cod Fixed Gear Sector Operations Plan and Agreement for FY2010, as of the date first written above.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Permit Name

\_\_\_\_\_  
MRI # / Permit #

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Permit Name

\_\_\_\_\_  
MRI # / Permit #

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Permit Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Permit Name

\_\_\_\_\_  
MRI # / Permit #

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Permit Name

\_\_\_\_\_  
MRI # / Permit #

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Permit Name

\_\_\_\_\_  
MRI # / Permit #

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Permit Name

\_\_\_\_\_  
MRI # / Permit #

\_\_\_\_\_  
MRI # / Permit #

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Permit Name

\_\_\_\_\_  
MRI # / Permit #

IN WITNESS WHEREOF, the undersigned parties have executed this GB Cod Fixed Gear Sector Operations Plan and Agreement for FY2010, as of the date first written above.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Permit Name

\_\_\_\_\_  
MRI # / Permit #

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Permit Name

\_\_\_\_\_  
MRI # / Permit #

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Permit Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Permit Name

\_\_\_\_\_  
MRI # / Permit #

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Permit Name

\_\_\_\_\_  
MRI # / Permit #

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Permit Name

\_\_\_\_\_  
MRI # / Permit #

\_\_\_\_\_  
MRI # / Permit #

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Permit Name

\_\_\_\_\_  
Permit Name

\_\_\_\_\_  
MRI # / Permit #

\_\_\_\_\_  
MRI # / Permit #

IN WITNESS WHEREOF, the undersigned parties have executed this GB Cod Fixed Gear Sector Operations Plan and Agreement for FY2010, as of the date first written above.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Permit Name

\_\_\_\_\_  
Permit Name

\_\_\_\_\_  
MRI # / Permit #

\_\_\_\_\_  
MRI # / Permit #

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Permit Name

\_\_\_\_\_  
Permit Name

\_\_\_\_\_  
MRI # / Permit #

\_\_\_\_\_  
MRI # / Permit #

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Permit Name

\_\_\_\_\_  
Permit Name

\_\_\_\_\_  
MRI # / Permit #

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Permit Name

\_\_\_\_\_  
MRI # / Permit #

\_\_\_\_\_  
MRI # / Permit #

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Permit Name

\_\_\_\_\_  
MRI # / Permit #

IN WITNESS WHEREOF, the undersigned parties have executed this GB Cod Fixed Gear Sector Operations Plan and Agreement for FY2010, as of the date first written above.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Permit Name

\_\_\_\_\_  
MRI # / Permit #

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Permit Name

\_\_\_\_\_  
MRI # / Permit #

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Permit Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Permit Name

\_\_\_\_\_  
MRI # / Permit #

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Permit Name

\_\_\_\_\_  
MRI # / Permit #

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Permit Name

\_\_\_\_\_  
MRI # / Permit #

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Permit Name

\_\_\_\_\_  
MRI # / Permit #

\_\_\_\_\_  
MRI # / Permit #

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Permit Name

\_\_\_\_\_  
MRI # / Permit #

IN WITNESS WHEREOF, the undersigned parties have executed this GB Cod Fixed Gear Sector Operations Plan and Agreement for FY2010, as of the date first written above.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Permit Name

\_\_\_\_\_  
MRI # / Permit #

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Permit Name

\_\_\_\_\_  
MRI # / Permit #

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Permit Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Permit Name

\_\_\_\_\_  
MRI # / Permit #

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Permit Name

\_\_\_\_\_  
MRI # / Permit #

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Permit Name

\_\_\_\_\_  
MRI # / Permit #

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Permit Name

\_\_\_\_\_  
MRI # / Permit #

\_\_\_\_\_  
MRI # / Permit #

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Permit Name

\_\_\_\_\_  
MRI # / Permit #

IN WITNESS WHEREOF, the undersigned parties have executed this GB Cod Fixed Gear Sector Operations Plan and Agreement for FY2010, as of the date first written above.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Permit Name

\_\_\_\_\_  
MRI # / Permit #

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Permit Name

\_\_\_\_\_  
MRI # / Permit #

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Permit Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Permit Name

\_\_\_\_\_  
MRI # / Permit #

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Permit Name

\_\_\_\_\_  
MRI # / Permit #

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Permit Name

\_\_\_\_\_  
MRI # / Permit #

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Permit Name

\_\_\_\_\_  
MRI # / Permit #

\_\_\_\_\_  
MRI # / Permit #

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Permit Name

\_\_\_\_\_  
MRI # / Permit #

IN WITNESS WHEREOF, the undersigned parties have executed this GB Cod Fixed Gear Sector Operations Plan and Agreement for FY2010, as of the date first written above.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Permit Name

\_\_\_\_\_  
MRI # / Permit #

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Permit Name

\_\_\_\_\_  
MRI # / Permit #

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Permit Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Permit Name

\_\_\_\_\_  
MRI # / Permit #

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Permit Name

\_\_\_\_\_  
MRI # / Permit #

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Permit Name

\_\_\_\_\_  
MRI # / Permit #

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Permit Name

\_\_\_\_\_  
MRI # / Permit #

\_\_\_\_\_  
MRI # / Permit #

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Permit Name

\_\_\_\_\_  
MRI # / Permit #

IN WITNESS WHEREOF, the undersigned parties have executed this GB Cod Fixed Gear Sector Operations Plan and Agreement for FY2010, as of the date first written above.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Permit Name

\_\_\_\_\_  
MRI # / Permit #

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Permit Name

\_\_\_\_\_  
MRI # / Permit #

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Permit Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Permit Name

\_\_\_\_\_  
MRI # / Permit #

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Permit Name

\_\_\_\_\_  
MRI # / Permit #

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Permit Name

\_\_\_\_\_  
MRI # / Permit #

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Permit Name

\_\_\_\_\_  
MRI # / Permit #

\_\_\_\_\_  
MRI # / Permit #

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Permit Name

\_\_\_\_\_  
MRI # / Permit #

IN WITNESS WHEREOF, the undersigned parties have executed this GB Cod Fixed Gear Sector Operations Plan and Agreement for FY2010, as of the date first written above.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Permit Name

\_\_\_\_\_  
MRI # / Permit #

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Permit Name

\_\_\_\_\_  
MRI # / Permit #

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Permit Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Permit Name

\_\_\_\_\_  
MRI # / Permit #

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Permit Name

\_\_\_\_\_  
MRI # / Permit #

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Permit Name

\_\_\_\_\_  
MRI # / Permit #

\_\_\_\_\_  
MRI # / Permit #

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Permit Name

\_\_\_\_\_  
Permit Name

\_\_\_\_\_  
MRI # / Permit #

\_\_\_\_\_  
MRI # / Permit #

IN WITNESS WHEREOF, the undersigned parties have executed this GB Cod Fixed Gear Sector Operations Plan and Agreement for FY2010, as of the date first written above.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Permit Name

\_\_\_\_\_  
Permit Name

\_\_\_\_\_  
MRI # / Permit #

\_\_\_\_\_  
MRI # / Permit #

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Permit Name

\_\_\_\_\_  
Permit Name

\_\_\_\_\_  
MRI # / Permit #

\_\_\_\_\_  
MRI # / Permit #

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Permit Name

\_\_\_\_\_  
Permit Name

\_\_\_\_\_  
MRI # / Permit #

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Permit Name

\_\_\_\_\_  
MRI # / Permit #

\_\_\_\_\_  
MRI # / Permit #

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Permit Name

\_\_\_\_\_  
MRI # / Permit #

IN WITNESS WHEREOF, the undersigned parties have executed this GB Cod Fixed Gear Sector Operations Plan and Agreement for FY2010, as of the date first written above.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Permit Name

\_\_\_\_\_  
MRI # / Permit #

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Permit Name

\_\_\_\_\_  
MRI # / Permit #

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Permit Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Permit Name

\_\_\_\_\_  
MRI # / Permit #

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Permit Name

\_\_\_\_\_  
MRI # / Permit #

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Permit Name

---

MRI # / Permit #

---

Signature

---

Name

---

Permit Name

---

MRI # / Permit #

---

MRI # / Permit #

---

Signature

---

Name

---

Permit Name

---

MRI # / Permit #

**EXHIBIT A**

<b>GB Cod Fixed Gear Sector Penalty Schedule</b>			
<b>Violation</b>	<b>FIRST</b>	<b>SECOND</b>	<b>THIRD</b>
<b>VIOLATIONS REGARDING PERMITS, REPORTING, DOCUMENTATION, VESSEL OPERATIONS AND EXEMPTIONS</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; failure to notify Manager of intent to quit Sector by September 1 of the next fishing year; providing false statements; failure to participate in the Sector Catch Monitoring Program; unreasonably interfering with onboard data collectors; or failing to comply with VMS/DAS requirements (technical and minor violations may result in a letter of warning).	Up to \$5,000 and/or seizure of up to 10% of a Member's ACE (and/or stop fishing order)	\$5,000-\$15,000 and/or seizure of up to 30% of a Member's ACE (and/or stop fishing order)	\$20,000 or more, and/or seizure of up to 40% of a Member's ACE (and/or stop fishing order)
<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 or ACE violations.	Up to \$50,000 and/or seizure of up to 50% of a Member's ACE (stop fishing order for 30 days)	\$50,000-\$100,000 and/or seizure of up to 100% of a Member's ACE (unable to fish for the remainder of the fishing year)	Expulsion
<b>VIOLATIONS THAT PLACE THE SECTOR AGREEMENT AT RISK</b>			
All violations including but not limited to a violation of a stop order, fishing in a closed area, transfer of fish from a non-sector vessel to a sector vessel, transferring fish to a non-Sector vessel (including a non-Sector vessel owned or operated by a Permit holder), subverting the reporting requirements (misappropriating landings) or	Up to \$50,000 and/or seizure of up to 10% of a Member's ACE (loss of fishing rights for 365 days)	Expulsion	

any other action which could cause the Authorized Georges Bank Cod Fixed Gear Sector Allocation to be in violation of its agreement.			
<b>VIOLATIONS REGARDING MEMBERSHIP COMMITMENT</b>			
Violation of 50 CFR 648.48 or failing to remain in the Sector for the Commitment Period (i.e., breach of Section 2.03 of the Agreement).	\$10,000 and/or seizure of up to 20% of a Member's ACE	N/A	N/A

**EXHIBIT B**  
GB Cod Fixed Gear Sector Roster

<b>MRI</b>	<b>Permit Number</b>	<b>Owner Name</b>	<b>Vessel Name</b>
27	150563	John Tuttle	Cape Island
30	150756	Tye Vecchione	Lund
69	150837	CCCHFA	Dan Mullins Groundfish
76	150187	Robert Eldridge, Jr	Seed
84	220839	Robert Eldridge, Jr	Unicorn
99	221764	Theodore Ligenza	Riena Marie
119	232108	John L. Our, Jr	Miss Fitz
129	150041	Michael A Russo	Zach n' Abbie
142	230254	Jan Margeson	Decisive
145	147091	Michael A Russo	Gulf Venture
148	230296	Raymond W Kane, Jr	Frenzy
151	230322	James L Young	Pooh Bah
153	150877	CCCHFA	Sea Holly III
167	230558	Gregory J Connors	Synergistic
194	231435	Shawn Sullivan	Back Off
224	150237	James F Nash	1971 Seacraft 20
256	149575	Gregory J Connors	Rebecca & Emily
257	150616	The Red Death Inc	1976 Homemade
260	240268	Timothy D Linnell	Soul Train
262	320818	Olivia Rose Fisheries Inc.	Olivia Rose
285	241576	John Matthew Linnell	Sea Dancer
328	150844	CCCHFA	2008 KL Industries
331	250085	Charlie S Dodge	Chico-Jess / 1970 Hiliner
395	149963	Jan Margeson	Great Pumpkin
418	250571	Harmony Fisheries Inc	Edward & Joseph
449	150671	CCCHFA	Carol Ann
465	240543	Kenneth A Tolley	Hunter
647	242654	Benjo Inc	Saga
677	149988	Stuart W Tolley	Suzie Q
910	222737	Mark D Liska	Taint
1191	146765	David Murdoch IV	Jack Tar
1316	149278	Harmony Fisheries Inc	Strangle Hold
1435	150652	Glen LeGeyt	Morgan I
1467	241532	Johanna Fisheries LLC	Joanne H
1469	149826	Charlie S Dodge	Little Giant
1496	242520	Peter Taylor	Sea Hound
1521	150559	Michael G Anderson	Unnamed
1527	221935	Sea Bag Fisheries Inc	Sea Bag III
1545	149986	John Our Jr	22 Highliner
1562	221518	Thomas M Szado	Arlie X
1563	150706	CCCHFA	Sturdee
1576	118641	Stuart W Tolley	Dawn T
1609	150361	John L. Our, Jr	1979 Young
1620	121162	Harmony Fisheries Inc	Lady Irene

1634	146922	Gregory J Connors	Constance Sea
1685	222231	Michael G Abdow II	Magic
1689	233175	John S Tuttle	Cuda
1708	242648	Eric Hesse	Tenacious II
1744	241555	Robert St. Pierre Jr	Rug Rats
1746	211160	Thomas Luce	Sea Win
1755	100598	Bruce Kaminski	Never Enough
1856	120962	James A Pechie	Little Rascal
1883	149261	James F Nash	Anne Marie
1886	232096	Gregory F Walinski	Alicia Anne
1888	150425	Thomas S. Smith	Stamas
1923	122157	Timothy Linnell	Perry's Pride II
1942	231457	Lost at Sea LLC	Lost
1951	223588	Andrew Young	Last Stand
1958	223581	Raymond J Ransom III	Lndsy Liz
1961	150562	Michael A Russo	Always Something
2001	150264	Mark D Liska	FV1981Seaox
2006	213029	Peggy B II Inc	Peggy B II
2020	222022	Wade S Behlman	Jennifer Dan
2039	150897	CCCHFA	2009 9'4" KL Industries
2050	221794	Alfred J Yuknavich	Surf Breaker
2171	223565	John Demango	Miss Jennifer
2196	232043	Pelagic Realm LLC	William Gregory
2218	222175	John Matthew Linnell	Lori B
2248	130772	William T Barker	Zachary T
2265	230420	James B Eldredge	Yellowbird
2297	150597	Gregory J Connors	1992 Sylvan Skiff
2482	150359	Michael A Russo	Susan Lee
2623	146672	Earl T LeGeyt Jr	Sea Hook
2650	214970	Mattanza LLC	Mattanza
2992	223512	Kurt Martin	Time Bandit
2995	150853	CCCHFA	Blue Bag
3098	135589	Todd F Eadie	Blue Sky
3174	150691	Kenneth Eldredge	Lolo
3176	150861	Nicholas O'Toole	Three Reasons
3323	213004	WTB Fish Inc	Tuna Eclipse
3390	150584	Eric Hesse	FV Lei Lani
3449	150788	CCCHFA	Peggy Lane
3470	214158	Pennel Ames	Kaos
3542	221581	Christopher J Ripa	Irish Lady
3595	222365	Wallace H Bicknell	Miss Melodye
3669	230935	Mark J Hurley	Sea Borne
3684	231241	Michael E Terrenzi	Kelly J
3688	233177	Leslie Shwom	Rosey S
4129	150841	Andrew Young	Desire II
4202	150686	CCCHFA	Last One
7374	148665	Jacquelyn St. Thomas	Three Graces
47950	211949	Nantucket Sound Fish Weirs Inc	Nancy's Girls

47964	220698	Nantucket Sound Fish Weirs Inc	Nancy S
49047	148763	Joseph Geary	Blue Herron
1520	150731	Richard Jeff Alberts	Blue Jay

## EXHIBIT C

### HARVESTING RULES Fishing Year 2010 GB Cod Fixed Gear Sector

The Members and the Participating Vessels of the Sector agree to be legally bound to follow the Harvesting Rules for the Fishing Year 2010 as described herein, notwithstanding those rules and regulations applicable to Common Pool multispecies vessels.

### QUOTA MANAGEMENT

#### **1. Annual Catch Entitlement (ACE):**

The Members agree that they would not collectively harvest more ACE than allocated to the Sector, and once the ACE is reached for any stock, no Member would fish commercially with any fishing gear capable of harvesting regulated groundfish species in the area for which there is no ACE. ACE transfer would be allowed within and between sectors, to the extent authorized by Amendment 16. Carryover of up to 10 percent of any sector's ACE would be allowed for the purposes of accounting for inadvertent overages. Once the ACEs are reached, no member would fish commercially with any fishing gear capable of catching species managed under the Plan:

<b>STOCK</b>	<b>APPROX. PSC (%)</b>	<b>APPROX. ACE (mt, live weight)</b>
<i>Cod (GOM)</i>	1.90%	87
<i>Cod (GB) - Eastern U.S./Canada</i>		95
<i>Cod (GB) - Western U.S./Canada</i>	28.08%	868
<i>Haddock (GOM)</i>	1.29%	11
<i>Haddock (GB) - Eastern U.S./Canada</i>		768
<i>Haddock (GB) - Western U.S./Canada</i>	6.41%	1823
<i>Yellowtail Flounder (GB)</i>	0.01%	<1
<i>Yellowtail Flounder (SNE/Mid- Atlantic)</i>	0.18%	1
<i>Yellowtail Flounder (Cape)</i>	1.83%	14

<i>Cod/GOM)</i>		
<i>Plaice</i>	0.55%	16
<i>Witch Flounder</i>	0.80%	7
<i>Winter Flounder (GB)</i>	0.03%	<1
<i>Winter Flounder (GOM)</i>	2.24%	4
<i>Redfish</i>	2.89%	198
<i>White Hake</i>	5.92%	151
<i>Pollock</i>	7.81%	215
<i>Winter Flounder (SNE)</i>	*n/a	*n/a
<i>Windowpane Flounder (North)</i>	*n/a	*n/a
<i>Windowpane Flounder (South)</i>	*n/a	*n/a
<i>Ocean Pout</i>	*n/a	*n/a
<i>Halibut</i>	*n/a	*n/a
<i>Atlantic Wolffish</i>	*n/a	*n/a

Note: Percentages are approximate, and will be finalized upon the approval of a final Sector roster and the final FY2010 ACEs.

\*n/a means allocations of these stocks will not be made, however trip limits may remain in place.

**2. Target Quotas:**

The Manager may impose weekly or trip target quotas to slow down harvest rates. If such target quotas are imposed, Sector Members agree to adjust their fishing operations to avoid exceeding these quotas.

**3. Full Retention of Species for Which the Sector Has an ACE:**

All legal size fish harvested during any commercial fishing operation and for which the Sector has an ACE must be retained and counted against the Sector’s ACE, except for regulated groundfish allocated by Amendment 16 harvested in fisheries that account for this catch with a fishery-wide sub-Annual Catch Limit.

**4. Trip Limits for Non-ACE Stocks:**

Sector Members would be subject to all possession and trip limits for those stocks for which the Sector is not allocated ACE.

## **ADMINISTRATIVE**

### **5. Days-At-Sea (“DAS”):**

Each participating Permit and Participating Vessel would be allocated DAS by the Regional Administrator, as set forth on Exhibit C to the Agreement. This DAS allocation would be considered the Sector’s DAS allocation to individual Members. Members may be required to use an “A,” “B Regular,” or “B Reserve,” DAS when conducting fishing operations.

### **6. DAS Pooling:**

Participating Vessels and/or Permits may redistribute or pool DAS to other Participating Vessels and/or Permits, provided that the Manager has given his prior written consent to such redistribution or pooling. The Manager shall notify NMFS within 3 calendar days of any such redistribution or pooling. A Participating Vessel and/or Permit may not transfer or lease DAS to or from any non-Sector vessel and/or permit during the fishing year in which the Participating Vessel and/or Permit is enrolled in the Sector, unless such leasing or transferring is authorized by an amendment to the Plan or by the Regional Administrator.

## **GEAR RESTRICTIONS**

### **7. Gear Restrictions:**

Unless otherwise permitted under this Agreement (see Section 5.11, Exceptions), no Participating Vessel may fish for regulated groundfish species with any gear other than jigs, demersal longline, handgear, or sink gillnets. All Participating Vessels are subject to the same gear restrictions on marking, tagging, and mesh size applicable to common pool vessels using the same type of gear. In addition, when fishing with hooks all hooks must be 12/0 circle hooks. A “circle hook” is defined as a hook with the point turned back towards the shank and the barbed end of the hook is displaced (offset) relative to the parallel plane of the eyed-end, or shank of the hook when laid on its side.

When fishing with tie-down/low-profile sink gillnets, Participating Vessels are prohibited from using mesh size less than ten inches.

**EXHIBIT D**

Vessel Permit Data



Raymond W Kane, Jr	148	230296	Frenzy	Lease-Only	Fixed Gear Sector	(A)	(1)	n/a	(1)	n/a	n/a	n/a	n/a	(1)	(3)	n/a	n/a	n/a	(D)	n/a	(D)	n/a	n/a	n/a	(2)	n/a	(2)	n/a	(2)	n/a	n/a	Bluefin tuna	Striped bass, dogfish, sea bass charter, scup charter, shellfish, sea herring	n/a	
James L Young	151	230322	Pooh Bah	Lease-Only	Fixed Gear Sector	(D)- Hook Gear	(1)	n/a	(1)	n/a	(E)	(6)	(1)	(1)	(3)	n/a	n/a	(4)	(D)	(A)	(D)	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	Striped bass	n/a	
CCCHFA	153	150877	Sea Holly III	Lease-Only	Fixed Gear Sector	(A)	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	(1)	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	
Gregory J Connors	167	230558	Synergistic	Active Commercial Groundfish	Fixed Gear Sector	(A)	(1)	n/a	(1)	(D)	n/a	n/a	n/a	(1)	(3)	n/a	n/a	(4)	(D)	n/a	(D)	(1)	(AOC)	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	Bluefin tuna	Offshore lobster non-tarp, dogfish, sea bass, shellfish	n/a	
Shawn Sullivan	194	231435	Back Off	Active Commercial Groundfish	Fixed Gear Sector	(A)	(1)	n/a	n/a	n/a	(E)	n/a	n/a	n/a	(3)	n/a	n/a	(4)	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	Striped bass, dogfish	n/a	
James F Nash	224	150237	1971 Seacraft 20	Lease-Only	Fixed Gear Sector	(A)	(1)	n/a	(1)	n/a	(E)	n/a	n/a	(1)	(3)	n/a	n/a	(4)	(D)	(A)	n/a	(1)	(AOC)	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	Offshore lobster, fluke	n/a	
Gregory J Connors	256	149575	Rebecca and Emily	Lease-Only	Fixed Gear Sector	(A)	(1)	n/a	(1)	n/a	(E)	n/a	n/a	(1)	(3)	n/a	n/a	(4)	n/a	n/a	(D)	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	
The Red Death Inc	257	150616	1976 Homemade	Lease-Only	Fixed Gear Sector	(A)	(1)	n/a	(1)	(D)	n/a	n/a	n/a	(1)	(3)	n/a	n/a	(4)	(D)	(A)	(D)	(1)	(A2, AOC)	(1)	n/a	(1)	n/a	(1)	n/a	(1)	n/a	n/a	n/a	Offshore lobster, dogfish, scup, shellfish, sea scallop shucking	n/a
Timothy D Linnell	260	240268	Soul Train	Lease-Only	Fixed Gear Sector	(A)	(1)	n/a	(1)	(D)	n/a	n/a	n/a	(1)	(3)	n/a	n/a	(4)	(D)	(A)	(D)	(1)	n/a	n/a	(1)	n/a	n/a	n/a	n/a	n/a	n/a	n/a	surf clam, ocean quahog, shellfish dredge, horseshoe crab, American eel	n/a	
John Matthew Linnell	285	241576	Sea Dancer	Active Commercial Groundfish	Fixed Gear Sector	(A)	(1)	n/a	(1)	(D)	n/a	(6)	(1)	(1)	(3)	n/a	n/a	(4)	(D)	(A)	(D)	(1)	n/a	n/a	n/a	(1)	n/a	(1)	n/a	n/a	n/a	Bluefin tuna	Conch pot, dogfish, horseshoe crab, scup pot, shellfish	n/a	
CCCHFA	328	150844	2008 KL Industries	Lease-Only	Fixed Gear Sector	(A)	(1)	n/a	(1)	n/a	(E)	(6)	(1)	(1)	(3)	n/a	n/a	(4)	(D)	(A)	(D)	(1)	n/a	(1)	n/a	(1)	n/a	(1)	n/a	n/a	(A)	n/a	n/a	n/a	
Charlie S Dodge	331	250085	Chico-Jess (1970 Hliner)	Lease-Only	Fixed Gear Sector	(A)	(1)	n/a	(1)	(D)	n/a	n/a	n/a	(1)	(3)	n/a	n/a	(4)	(D)	(A)	(D)	(1)	n/a	n/a	n/a	(1)	n/a	(1)	n/a	n/a	n/a	n/a	Striped bass	n/a	
Jan Margeson	395	149963	Great Pumpkin	Lease-Only	Fixed Gear Sector	(A)	(1)	n/a	(1)	(D)	n/a	n/a	n/a	(1)	(3)	n/a	n/a	(4)	(D)	(A)	(D)	(1)	(A1, A2, AOC)	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	Bluefin tuna	Dogfish, quahog dredge, shellfish	n/a	

Harmony Fisheries Inc	418	250571	Edward & Joseph	Active Commercial Groundfish	Fixed Gear Sector	(F) - Large Mesh Individual DAS	(1)	n/a	(1)	(D)	n/a	(6)	(1)	(1)	(3)	n/a	n/a	(4)	(D)	n/a	(D)	(1)	(A2, AOC)	(1)	n/a	n/a	n/a	n/a	(1)	n/a	n/a	n/a	n/a	n/a	n/a	n/a	Bluefin tuna	Mobile gear access, squid, scup, sea bass, fluke, clam pump, shellfish, offshore lobster	n/a
CCCHFA	449	150671	Carol Ann	Lease-Only	Fixed Gear Sector	(A)	(1)	n/a	(1)	(D)	n/a	n/a	n/a	(1)	(3)	n/a	n/a	(4)	(D)	n/a	(D)	(1)	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	
Kenneth A Tolley	465	240543	Hunter	Active Commercial Groundfish	Fixed Gear Sector	(A)	(1)	n/a	(1)	n/a	(E)	(6)	(1)	(1)	(3)	n/a	n/a	(4)	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	Lobster non-trap, dogfish, scup, sea bass, shellfish, striped bass	n/a	
Benjo Inc	647	242654	Saga	Lease-Only	Fixed Gear Sector	(A)	(1)	n/a	(1)	n/a	(E)	n/a	n/a	n/a	(3)	n/a	n/a	(4)	(D)	n/a	(D)	n/a	(AOC)	(1)	n/a	(1)	n/a	(1)	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	Coastal lobster, scup, dogfish, shellfish	n/a
Stuart W Tolley	677	149988	Susie Q	Lease-Only	Fixed Gear Sector	(A)	(1)	n/a	(1)	(D)	n/a	n/a	n/a	(1)	(3)	n/a	n/a	(4)	(D)	(A)	(D)	(1)	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	
Mark D Laska	910	222737	Taint	Active Commercial Groundfish	Fixed Gear Sector	(A)	(1)	n/a	(1)	n/a	(E)	(6)	(1)	(1)	(3)	n/a	n/a	(4)	(D)	n/a	(D)	(1)	(A2, AOC)	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	Commercial offshore lobster	n/a
David Murdoch IV	1191	146765	Jack Tar	Active Commercial Groundfish	Fixed Gear Sector	(A)	(1)	n/a	(1)	(D)	n/a	(6)	(1)	(1)	(3)	n/a	n/a	(4)	(D)	(A)	(D)	(1)	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	Lobster non-trap, shellfish, dogfish	n/a	
Harmony Fisheries Inc	1316	149278	Strangle Hold	Active Commercial Groundfish	Fixed Gear Sector	(A)	(1)	n/a	(1)	(D)	n/a	(6)	(1)	(1)	(3)	n/a	n/a	(4)	(D)	(A)	(D)	n/a	(A1, A2)	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	Bluefin tuna	Striped bass, offshore lobster, landing	n/a
Glen LeGeyt	1435	150652	Morgan I	Lease-Only	Fixed Gear Sector	(A)	(1)	n/a	(1)	n/a	(E)	n/a	n/a	(1)	(3)	n/a	n/a	(4)	n/a	n/a	(D)	(1)	n/a	(1)	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	Bluefin tuna	Scup, sea bass, sea scallop, shucking, striped bass, dogfish	n/a
Johanna Fisheries LLC	1467	241532	Joanne H	Active Commercial Groundfish	Fixed Gear Sector	(A)	(1)	n/a	(1)	n/a	(E)	(6)	(1)	(1)	(3)	n/a	n/a	(4)	(D)	(A)	(D)	(1)	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	Offshore lobster non-trap, gillnet, shellfish, sea scallop, shucking, dogfish	F/V Godzilla; Permit #142028; MS4382AD; Not enrolled in Sector; Striped bass, quahog dredge, sea scallop, shucking, dogfish, shellfish	
Charlie S Dodge	1469	149826	Little Giant	Lease-Only	Fixed Gear Sector	(A)	(1)	n/a	(1)	n/a	(E)	n/a	n/a	(1)	(3)	n/a	n/a	(4)	(D)	(A)	(D)	(1)	(A2, AOC)	(1)	n/a	n/a	n/a	n/a	(1)	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Peter Taylor	1496	242520	Sea Hound	Active Commercial Groundfish	Fixed Gear Sector	(A)	(1)	n/a	(1)	n/a	(E)	(6)	(1)	(1)	(3)	n/a	n/a	(4)	n/a	n/a	n/a	n/a	(AOC)	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	Bluefin tuna	Groundfish, striped bass, dogfish, shellfish, fluke, non-pot lobster	n/a

Michael G Anderson	1521	150559	Unnamed	Lease-Only	Fixed Gear Sector	(A)	(1)	n/a	(1)	n/a	(E)	n/a	n/a	(1)	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	Scup, sea bass, dogfish, striped bass, shellfish	n/a		
Sea Bag Fisheries Inc	1527	221935	Seabag III	Lease-Only	Fixed Gear Sector	(A)	(1)	n/a	n/a	n/a	(E)	(6)	(1)	(1)	(3)	n/a	n/a	(4)	(D)	(A)	(D)	(1)	(A2, AOC)	n/a	n/a	n/a	n/a	n/a	n/a	n/a	(C)	n/a	Bluefin tuna	Striped bass, dogfish, quabog dredge, sea bass, scup, lobster	n/a	
John Our Jr	1545	149986	22 Hiliner	Lease-Only	Fixed Gear Sector	(A)	(1)	n/a	(1)	n/a	(E)	n/a	n/a	(1)	(3)	n/a	n/a	(4)	(D)	(A)	(D)	n/a	(A1)	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	
Thomas M Szado	1562	221518	Arlie X	Active Commercial Groundfish	Fixed Gear Sector	(A)	(1)	(2)	(1)	n/a	(E)	n/a	n/a	(1)	(3)	n/a	n/a	(4)	(D)	n/a	n/a	n/a	n/a	n/a	(2)	n/a	(2)	(1)	n/a	n/a	n/a	Bluefin tuna	Charter, dogs, scup, sea bass, shellfish, striped bass	n/a		
CCCHFA	1563	150706	Sturdee	Lease-Only	Fixed Gear Sector	(A)	(1)	n/a	(1)	n/a	(E)	n/a	n/a	(1)	n/a	n/a	n/a	(4)	n/a	n/a	(D)	(1)	(A1, AOC)	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	
Stuart W Tolley	1576	118641	Dawn T	Active Commercial Groundfish	Fixed Gear Sector	(A)	(1)	n/a	(1)	(D)	n/a	(6)	(1)	(1)	n/a	n/a	n/a	(4)	(D)	n/a	(D)	(1)	(AOC)	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	Bluefin tuna	Offshore lobster non-trap, shellfish, dogfish, sea bass, gilbert	n/a	
John L. Our, Jr	1609	150361	1979 Young	Lease-Only	Fixed Gear Sector	(A)	(1)	n/a	(1)	n/a	(E)	n/a	n/a	(1)	n/a	n/a	(1)	(4)	(D)	(A)	(D)	(1)	n/a	n/a	n/a	(1)	n/a	(1)	n/a	n/a	n/a	n/a	n/a	n/a	n/a	
Harmony Fisheries Inc	1620	121162	Lady Irene	Active Commercial Groundfish	Fixed Gear Sector	(A)	(1)	n/a	(1)	(D)	n/a	(6)	(1)	(1)	(3)	n/a	n/a	(4)	(D)	(A)	(D)	(1)	n/a	n/a	n/a	(1)	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	offshore lobster	n/a
Gregory J Connors	1634	146922	Constance Sea	Active Commercial Groundfish	Fixed Gear Sector	(A)	(1)	n/a	(1)	(D)	n/a	(6)	(1)	(1)	(3)	n/a	n/a	(4)	(D)	(A)	(D)	(1)	(AOC)	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	Bluefin tuna	Offshore lobster, shellfish, striped bass, sea scallop shucking, sea urchin dredge, dogfish	n/a	
Michael G Abdow II	1685	222231	Magic	Lease-Only	Fixed Gear Sector	(A)	(1)	n/a	n/a	n/a	(E)	n/a	n/a	(1)	(3)	n/a	n/a	(4)	(D)	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	Bluefin tuna	Striped bass, dogfish, charter, sea bass, scup	n/a	
John S Tuttle	1689	233175	Cuda	Active Commercial Groundfish	Fixed Gear Sector	(A)	(1)	n/a	(1)	n/a	(E)	(6)	(1)	(1)	n/a	n/a	n/a	(4)	(D)	(A)	n/a	(1)	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	Dogfish, offshore lobster non-trap, shellfish	n/a	
Eric M Hesse	1708	242648	Tenacious II	Active Commercial Groundfish	Fixed Gear Sector	(A)	(1)	n/a	(1)	n/a	(E)	n/a	n/a	(1)	(3)	n/a	n/a	(4)	(D)	(A)	(D)	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	Bluefin tuna	Sea bass, striped bass, scup, sea herring, dogfish	n/a	
Robert St. Pierre Jr	1744	241555	Rug Rats	Active Commercial Groundfish	Fixed Gear Sector	(A)	(1)	n/a	(1)	n/a	(E)	(6)	(1)	(1)	(3)	n/a	n/a	(4)	n/a	n/a	n/a	(1)	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	Bluefin tuna	Offshore lobster non-trap, striped bass, fluke, shellfish	F/V Last Laugh; Permit #157607; MS6165AV; Not enrolled in Sector; Striped bass, surface gillnet		

Thomas Luce	1746	211160	Sea Win	Lease-Only	Fixed Gear Sector	(A)	(1)	n/a	(1)	n/a	(E)	n/a	n/a	(1)	(3)	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	Bluefin tuna	Conch pot, sea bass pot, scup pot, striped bass, dogfish, horseshoe crab, American eel, sea bass rod and reel	n/a	
Bruce Kaminski	1755	100598	Never Enough	Active Commercial Groundfish	Fixed Gear Sector	(A)	(1)	n/a	(1)	n/a	(E)	n/a	n/a	(1)	(3)	n/a	n/a	(4)	(D)	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	Bluefin tuna	Striped bass, dogfish, shellfish	n/a		
James A Pechie	1856	120962	Little Rascal	Lease-Only	Fixed Gear Sector	(A)	(1)	n/a	(1)	n/a	(E)	n/a	n/a	(1)	(3)	n/a	n/a	(4)	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	Bluefin tuna charter	Surface gillnet, striped bass, dogfish	n/a		
James F Nash	1883	149261	Ann Marie	Active Commercial Groundfish	Fixed Gear Sector	(A)	(1)	n/a	(1)	(D)	n/a	(6)	(1)	(1)	(3)	n/a	n/a	(4)	(D)	(A)	(D)	(1)	(A2)	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	(C)	n/a	n/a	n/a	Offshore lobster	n/a		
Gregory F Walinski	1886	232096	Alicia Ann	Active Commercial Groundfish	Fixed Gear Sector	(A)	(1)	(2)	n/a	n/a	(E)	(6)	(1)	(1)	(3)	(2)	n/a	(4)	(D)	(A)	(D)	n/a	n/a	n/a	(2)	n/a	(2)	n/a	(2)	n/a	n/a	n/a	n/a	n/a	Bluefin tuna	Charter boat, dogfish, scup, shellfish	n/a		
Timothy D Linnell	1923	122157	Perry's Pride II	Active Commercial Groundfish	Fixed Gear Sector	(A)	(1)	n/a	(1)	(D)	n/a	(6)	(1)	(1)	(3)	n/a	n/a	(4)	(D)	(A)	(D)	(1)	(A1, AOC)	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	Bluefin tuna	Dogfish	n/a		
Lost at Sea LLC	1942	231457	Lost	Lease-Only	Fixed Gear Sector	(A)	(1)	n/a	(1)		(E)	n/a	n/a	(1)	(3)	n/a	n/a	(4)	(D)	(A)	(D)	n/a	(AOC)	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	Dogfish, scup, sea bass, sea scallop, stinking, shellfish	n/a	
Andrew Young	1951	223588	Last Stand	Lease-Only	Fixed Gear Sector	(A)	(1)	n/a	n/a	n/a	(E)	n/a	n/a	(1)	(3)	n/a	n/a	(4)	(D)	n/a	(D)	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	(A)	n/a	n/a	n/a	Dogfish, scallop, stinking	n/a		
Raymond J Ransom III	1958	223581	Lyndsey Liz	Active Commercial Groundfish	Fixed Gear Sector	(A)	(1)	n/a	(1)	n/a	(E)	n/a	n/a	(1)	(3)	n/a	n/a	(4)	(D)	n/a	(D)	n/a	n/a	n/a	n/a	n/a	n/a	(2)	n/a	n/a	n/a	n/a	n/a	n/a	Bluefin tuna	Striped bass, dogfish	n/a		
Michael A Russo	1961	150562	Always Something	Lease-Only	Fixed Gear Sector	(A)	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	
Mark D Liska	2001	150264	1981 Sea Ox	Lease-Only	Fixed Gear Sector	(A)	(1)	(2)	(1)	n/a	(E)	n/a	n/a	(1)	(3)	n/a	n/a	(4)	(D)	(A)	(D)	n/a	(A1)	n/a	(2)	n/a	(2)	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Peggy B II Inc	2006	213029	Peggy B II	Active Commercial Groundfish	Fixed Gear Sector	(A)	(1)	n/a	n/a	n/a	(E)	n/a	n/a	(1)	n/a	(2)	n/a	n/a	(D)	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	(2)	n/a	n/a	n/a	n/a	Bluefin tuna	Charter, conch pot, dogfish, fluke, scup pot, sea bass pot, shellfish, striped bass	n/a			

Wade S Behlman	2020	222022	Jennifer Dun	Active Commercial Groundfish	Fixed Gear Sector	(A)	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	Charter, conch pot, dogfish, fluke, scup pot, sea bass pot, shellfish, striped bass	n/a
CCHFA	2039	NOT ISSUED - DOC#MS3522AV	2009 9'4" KL Industries	Lease-Only	Fixed Gear Sector		n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	(1)	n/a	n/a	(A)	n/a	n/a	n/a	n/a		
Alfred J Yuknavich	2050	221794	Surf Breaker	Active Commercial Groundfish	Fixed Gear Sector	(A)	(1)	n/a	(1)	n/a	(E)	n/a	n/a	(1)	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	Bluefin tuna	Dogfish, bluefish, striped bass, scup, sea bass	n/a
John Demango	2171	223565	Miss Jennifer	Active Commercial Groundfish	Fixed Gear Sector	(A)	(1)	n/a	(1)	n/a	(E)	n/a	n/a	(1)	(3)	n/a	n/a	(4)	(D)	n/a	(D)	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	Bluefin tuna	Striped bass, dogfish	n/a
Pelagic Realm LLC	2196	232043	William Gregory	Active Commercial Groundfish	Fixed Gear Sector	(A)	(1)	(2)	(1)	n/a	(E)	(6)	(1)	(1)	n/a	(2)	n/a	n/a	(D)	(A)	(D)	n/a	n/a	n/a	(2)	n/a	(2)	n/a	(2)	n/a	n/a	Bluefin tuna	Striped bass, dogfish, charter	n/a
John Matthew Linnell	2218	222175	Lori B	Active Commercial Groundfish	Fixed Gear Sector	(F) - Large Mesh Individual DAS	(1)	n/a	(1)	(D)	n/a	(6)	(1)	(1)	(3)	n/a	n/a	(4)	(D)	(A)	(D)	(1)	(AOC)	n/a	n/a	(1)	n/a	(1)	n/a	n/a	n/a	Bluefin tuna	Dogfish, shellfish	n/a
William T Barker	2248	130772	Zachary T	Active Commercial Groundfish	Fixed Gear Sector	(A)	(1)	n/a	(1)	n/a	n/a	n/a	n/a	(1)	(3)	n/a	n/a	n/a	n/a	n/a	(D)	n/a	n/a	n/a	(2)	n/a	(2)	n/a	(2)	n/a	n/a	Bluefin tuna	Charter, dogfish, scup, sea bass, striped bass	n/a
James B Eldredge	2265	230420	Yellow Bird	Active Commercial Groundfish	Fixed Gear Sector	(A)	(1)	n/a	(1)	n/a	(E)	n/a	n/a	(1)	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	(AOC)	n/a	n/a	n/a	n/a	n/a	n/a	n/a	Bluefin tuna	Conch pot, dogfish, horseshoe crab, scup pot, shellfish, sea bass	n/a
Gregory J Conors	2297	150597	1992 Sylvan Skiff	Lease-Only	Fixed Gear Sector	(A)	(1)	n/a	(1)	n/a	(E)	n/a	n/a	(1)	(3)	n/a	n/a	(4)	(D)	(A)	(D)	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Michael A Russo	2482	150359	Susan Lee	Lease-Only	Fixed Gear Sector	(D) - Hook Gear	n/a	n/a	(1)	n/a	(E)	n/a	n/a	(1)	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	Bluefin tuna	Dogfish, shellfish	n/a
Earl T LeGeyst Jr	2623	146672	Sea Hook	Active Commercial Groundfish	Fixed Gear Sector	(D) - Hook Gear	(1)	n/a	n/a	n/a	(E)	n/a	n/a	(1)	(3)	n/a	n/a	(4)	(D)	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	Scup, sea bass, dogfish, striped bass, charter, fluke	n/a

Matanza LLC	2650	214970	Matanza	Lease-Only	Fixed Gear Sector	(D) - Hook Gear	(1)	n/a	n/a	n/a	(E)	(6)	(1)	(1)	(3)	n/a	n/a	(4)	(D)	(A)	(D)	n/a	n/a	(1)	n/a	n/a	n/a	(1)	n/a	n/a	n/a	n/a	Bluefin tuna	Sea bass, striped bass, scup, sea herring, dogfish, fluke	n/a
Kurt Martin	2992	223512	Time Bandit	Lease-Only	Fixed Gear Sector	(D) - Hook Gear	(1)	n/a	(1)	n/a	(E)	n/a	n/a	(1)	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	(AOC)	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	Bluefin tuna	Coastal lobster, shellfish, dogfish, weir, scup, sea bass, striped bass	n/a
CCCHFA	2995	150853	Blue Bag	Lease-Only	Fixed Gear Sector	(D) - Hook Gear	n/a	n/a	(1)	n/a	(E)	n/a	n/a	(1)	n/a	n/a	n/a	n/a	(D)	n/a	(D)	(1)	(AOC)	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	
Todd F Eadie	3098	135589	Blue Sky	Lease-Only	Fixed Gear Sector	(D) - Hook Gear	(1)	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	Bluefin tuna	Striped bass, bluefish	n/a
Kenneth Eldredge	3174	150691	Lolo	Lease-Only	Fixed Gear Sector	(D) - Hook Gear	(1)	n/a	(1)	n/a	n/a	n/a	n/a	(1)	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	Dogfish, horseshoe crab, shellfish, striped bass, scup, sea bass	n/a
WTB Fish Inc	3323	213004	Tuna Eclipse	Active Commercial Groundfish	Fixed Gear Sector	(D) - Hook Gear	(1)	n/a	(1)	n/a	(E)	(6)	(1)	(1)	(3)	n/a	n/a	(4)	(D)	(A)	(D)	n/a	n/a	n/a	(2)	(1)	n/a	n/a	(2)	n/a	n/a	n/a	Bluefin tuna charter	Charter, striped bass	n/a
Eric Hesse	3390	150584	Lei Lani	Lease-Only	Fixed Gear Sector	(D) - Hook Gear	(1)	n/a	(1)	n/a	(E)	n/a	n/a	(1)	(3)	n/a	n/a	(4)	(D)	(A)	(D)	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	Sea bass, striped bass, scup, sea herring, dogfish	n/a
CCCHFA	3449	150788	Peggy Lane	Lease-Only	Fixed Gear Sector	(D) - Hook Gear	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	
Christopher J Ripa	3542	221581	Irish Lady	Lease-Only	Fixed Gear Sector	(D) - Hook Gear	n/a	n/a	(1)	n/a	(E)	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	(AOC)	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	Dogfish, lobster, groundfish	n/a
Wallace H Bicknell	3595	222365	Miss Melodye	Active Commercial Groundfish	Fixed Gear Sector	(D) - Hook Gear	(1)	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	Bluefin tuna	Bluefish, dogfish, commercial shellfish, striped bass	n/a	
Mark J Hurley	3669	230935	Seabome	Lease-Only	Fixed Gear Sector	(D) - Hook Gear	(1)	n/a	(1)	n/a	(E)	n/a	n/a	(1)	(3)	n/a	n/a	(4)	(D)	(A)	(D)	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	Bluefin tuna charter	Striped bass, fluke, scup, sea bass, charter	n/a	

Michael E Terenzi	3684	231241	Kelly J	Active Commercial Groundfish	Fixed Gear Sector	(D) - Hook Gear	(1)	(2)	(1)	n/a	n/a	n/a	n/a	(1)	(3)	(2)	n/a	(4)	(D)	n/a	n/a	n/a	n/a	n/a	(2)	n/a	(2)	n/a	(2)	n/a	n/a	n/a	n/a	Charter, conch pot, dogfish, fluke, scup pot, sea bass pot, shellfish, striped bass	n/a	
Andrew Young	4129	150841	Desire II	Lease-Only	Fixed Gear Sector	(D) - Hook Gear	(1)	n/a	(1)	n/a	n/a	n/a	n/a	(1)	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a		
CCCHFA	4202	150686	Last One	Lease-Only	Fixed Gear Sector	(A)	(1)	n/a	(1)	(D)	n/a	n/a	n/a	(1)	n/a	n/a	n/a	(4)	n/a	(A)	n/a	(1)	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a		
Nantucket Sound Fish Weirs Inc	47954	220698	Nancy S	Lease-Only	Fixed Gear Sector	(HA) - Limited Access Handgear	(1)	n/a	n/a	n/a	n/a	n/a	n/a	(1)	n/a	n/a	(1)	(4)	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	(1)	n/a	n/a	n/a	n/a	n/a	n/a	Scup, weir, sea bass, dogfish, sea herring	n/a	
Nantucket Sound Fish Weirs Inc	47950	211949	Nancy's Girls	Lease-Only	Fixed Gear Sector	(HA) - Limited Access Handgear	(1)	n/a	n/a	n/a	n/a	n/a	n/a	(1)	n/a	n/a	(1)	(4)	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	(1)	n/a	n/a	n/a	n/a	n/a	n/a	Scup, weir, sea bass	n/a	
Richard Jeff Alberts	1520	150731	Blue Jay	Inactive Groundfish	Fixed Gear Sector	Open Access & Handgear	(1)	n/a	(1)	n/a	(E)	n/a	n/a	(1)	(3)	n/a	n/a	(4)	n/a	(A)	(D)	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	Dogfish, striped bass	n/a	
Olivia Rose Fisheries Inc.	262	320818	Olivia Rose	Lease-Only	Fixed Gear Sector	(A)	(1)	n/a	n/a	n/a	(E)	n/a	n/a	(1)	(3)	n/a	n/a	(4)	(D)	(A)	(D)	(1)	(A2, A3, AOC)	(1)	n/a	(1)	n/a	(1)	n/a	(1)	n/a	n/a	n/a	Sea Scallop General Non-VMS; bluefin tuna	Dogfish, striped bass	n/a
Thomas Smith	1888	150425	Stamas	Lease-Only	Fixed Gear Sector	(A)	(1)	n/a	n/a	n/a	(E)	n/a	n/a	n/a	(3)	n/a	n/a	(4)	n/a	n/a	(D)	n/a	(A2, AOC)	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	bluefin tuna	Dogfish, striped bass	n/a
Nicholas O'Toole	3176	150861	Three Reasons	Lease-Only	Fixed Gear Sector	(D) - Hook Gear	(1)	n/a	(1)	n/a	(E)	n/a	n/a	(1)	(3)	n/a	n/a	(4)	(D)	(A)	(D)	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	Dogfish	n/a	
Pennel Ames	3470	214158	Kaos	Lease-Only	Fixed Gear Sector	(D) - Hook Gear	(1)	n/a	(1)	n/a	(E)	n/a	n/a	(1)	n/a	n/a	n/a	n/a	(D)	n/a	(D)	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	Dogfish	n/a	
Leslie Shwom	3688	233177	Rosey S	Lease-Only	Fixed Gear Sector	(D) - Hook Gear	(1)	(2)	n/a	n/a	(E)	n/a	n/a	n/a	(3)	(2)	n/a	(4)	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	(2)	n/a	n/a	n/a	n/a	n/a	Sea Scallop General Non-VMS; bluefin tuna	Dogfish	n/a
Jaquelyn St. Thomas	7374	148665	Three Graces	Lease-Only	Fixed Gear Sector	(A)	(1)	n/a	(1)	n/a	(E)	(6)	(1)	(1)	(3)	n/a	n/a	(4)	(D)	(A)	(D)	(1)	(A2, AOC)	n/a	n/a	(1)	n/a	n/a	n/a	n/a	(A)	n/a	n/a	n/a	n/a	
Joseph Geary	49047	148763	Blue Heron	Active Commercial Groundfish	Fixed Gear Sector	(HA) - Limited Access Handgear	(1)	n/a	(1)	n/a	(E)	n/a	n/a	(1)	(3)	n/a	n/a	(4)	(D)	(A)	n/a	(1)	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a		

**All permits, multispecies or otherwise, that are owned by sector members are included on the above list. No member has any permits on another vessel (Federal or state) not enrolled in the sector.**

Sector Roster	
Lease Vessels	46
Non-Lease Vessels	49

<b>Targeted Commercial Fisheries*</b>	
Groundfish	45
Monkfish & Skate	14
Lobster (Trap)	3
<b>Primary Gear Type** (Groundfish, Monkfish, Skate)</b>	
Sink Gillnet – Extra Large Mesh	10
Sink Gillnet –Large Mesh	10
Demersal Longline	6
Jig	23

\*Includes Vessels participating in both the groundfish and monkfish/skate fisheries.

\*\*Includes vessels utilizing both sink gillnet and demersal longline gears.



## **Exhibit E**

### Monitoring Plan Requirements for Sector Operations Plans

Assuming Amendment 16 is approved, in its yearly operations plan, each sector must demonstrate that its sector monitoring program adheres to the sector monitoring and reporting requirements outlined in Amendment 16 to the Northeast Multispecies Fishery Management Plan, including the use of an approved service provider for dockside monitoring services, and standards issued by NOAA's National Marine Fisheries Service (NMFS) before the operations plan can be approved by NMFS.

#### **Dockside**

Sectors are required to develop and implement an independent third-party dockside monitoring system, beginning in fishing year (FY) 2010, for monitoring and validation of landings as an input to monitoring the utilization of annual catch entitlements (ACE). The details of the dockside monitoring system must be provided in the sector's operations plan and be satisfactory to NMFS. Standards for dockside monitoring programs are attached.

The dockside monitoring plan information in the operations plan must include:

1. A list of specific ports where members will land fish; specific exceptions should be noted (e.g., safety, weather) and allowed, provided there is reasonable notification of a deviation from the listed ports.
2. Who (either the dockside monitoring provider or sector manager) will maintain the database of vessel trip reports (VTR), dealer, observer, and monitoring reports.
3. How the sector plans to implement the dockside monitoring standards (attached) issued by NMFS. Specifically, the operations plan must specify:
  - a. Method of transmission of hails;
  - b. Timing of trip end hails for trips less than 6 hours in length, or occurring within 6 hours of port; and
  - c. A plan to select an approved provider.

#### **Monitoring Provider Approval**

NMFS will approve service providers for the dockside program as eligible to provide sector monitoring services based upon criteria specified in Amendment 16 and standards issued by NMFS, and can revoke any approval of service providers and/or individual monitors if such criteria are no longer being met.

NMFS shall approve or disapprove a service provider detailed in sector operations plans based upon the completeness of the application and a determination of the applicant's ability to perform the duties and responsibilities of a sector monitoring service provider, as further defined in Amendment 16.

**As part of that application, potential service providers must provide the following information to any interested sector to include in its sector operations plan:**

1. Identification of corporate structure, including the names and duties of controlling interests in the company such as owners, board members, authorized agents, and staff; and articles of incorporation, or a partnership agreement, as appropriate.
2. Contact information for official correspondence and communications.
3. A statement, signed under penalty of perjury, from each owner, board member, and officer that they are free from a conflict of interest with fishing-related parties including, but not limited to, vessels, dealers, shipping companies, sectors, sector managers, advocacy groups, or research institutions and will not accept, directly or indirectly, any gratuity, gift, favor, entertainment, loan, or anything of monetary value from such parties.
4. A statement, signed under penalty of perjury, from each owner, board member, and officer describing any criminal convictions, Federal contracts they have had, and the performance rating they received on the contract, and any previous decertification actions while working as an observer or observer service provider, or dockside monitor.
5. A description of any prior experience the applicant may have in placing individuals in remote field and/or marine work environments. This includes, but is not limited to, recruiting, hiring, deployment, and personnel administration.
6. A description of the applicant's ability to carry out the responsibilities and duties of a sector monitoring/reporting service provider and the arrangements to be used, including whether the service provider is able to offer dockside or at-sea monitoring services, or both.

7. The geographic area in which the provider is able to provide its services.
8. Evidence of adequate insurance to cover injury, liability, and accidental death for dockside, roving, and at-sea monitors (including during training). Workers' Compensation and Maritime Employer's Liability insurance must be provided to cover the dockside, roving, and at-sea monitors; vessel owner; and service provider. Service providers shall provide copies of the insurance policies to dockside, roving, and at-sea monitors to display to the vessel owner, operator, or vessel manager, when requested.
9. Details of the benefits and personnel services in accordance with the terms of each monitor's contract or employment status.
10. Proof that the service provider's dockside, roving, and at-sea monitors have passed an adequate training course that is consistent with the curriculum used in the current Northeast Fisheries Observer Program (NEFOP) training course, unless otherwise specified by NMFS.
11. An Emergency Action Plan (EAP) describing the provider's response to an emergency with a dockside, roving, and at-sea monitors, including, but not limited to, personal injury, death, harassment, or intimidation.
12. Evidence that the company is in good financial standing.

**Monitoring service providers must be able to document compliance with the following criteria and requirements, but do not need to provide such documentation to any sector to include in its operations plan:**

1. A service provider must have a comprehensive plan to deploy NMFS-approved dockside, roving, and/or at-sea monitors, or other at-sea monitoring mechanism, such as electronic monitoring equipment that is approved by NMFS, according to a prescribed coverage level (or level of precision for catch estimation), as specified by NMFS, including all of the necessary vessel reporting/notice requirements to facilitate such deployment, including the following requirements:
  - a. Be available to industry 24 hours per day, 7 days per week, with a sufficient telephone system monitored to ensure rapid response to industry requests.
  - b. Be able to deploy dockside, roving, and/or at-sea monitors, or other approved at-sea monitoring mechanism to all ports in which service is required by this section, or a subset of ports as part of a contract with a particular sector.

- c. Report dockside, roving, and at-sea monitors and other approved at-sea monitoring mechanism deployments to NMFS and the sector manager in a timely manner to determine whether the predetermined coverage levels are being achieved for the appropriate sector.
  - d. Assign dockside, roving, and at-sea monitors and other approved at-sea monitoring mechanisms without regard to any preference by the sector manager or representatives of vessels other than when the service is needed and the availability of approved monitors and other at-sea monitoring mechanisms.
  - e. Assignments for dockside, roving, and at-sea monitor must be representative of fishing activities within each sector and must be able to monitor fishing activity throughout the fishing year utilizing information provided by the sector managers.
  - f. For service providers offering catch estimation or at-sea monitoring services, a service provider must be able to determine an estimate of discards for each trip, compare the estimated discard weights to discard weights reported on VTRs to utilize the most accurate source of discard data, and provide such information to the sector manager and NMFS, as appropriate and required.
2. The service provider must ensure that dockside, roving, and at-sea monitors remain available to NMFS, including NMFS Office for Law Enforcement, for debriefing for at least 2 weeks following any monitored trip/offload.
3. The service provider must report possible dockside, roving, and at-sea monitor harassment; discrimination; concerns about vessel safety or marine casualty; injury; and any information, allegations, or reports regarding dockside, roving, or at-sea monitor conflict of interest or breach of the standards of behavior to NMFS and/or the sector manager, as specified by NMFS.
4. Service providers must submit to NMFS, if requested, a copy of each signed and valid contract (including all attachments, appendices, addendums, and exhibits incorporated into the contract) between the service provider and those entities requiring services (i.e., sectors and participating vessels) and between the service provider and specific dockside, roving, or at-sea monitors.
5. Service providers must submit to NMFS, if requested, copies of any information developed and used by the service providers distributed to vessels, such as informational pamphlets, payment notification, description of duties, etc.

6. A service provider may refuse to deploy a dockside, roving, or at-sea monitor or other approved at-sea monitoring mechanism on or to a requesting fishing vessel for any reason including, but not limited to, the following:
  - a. If the service provider does not have an available dockside/roving monitor prior to a vessel's intended date/time of landing, or if the service provider does not have an available at-sea monitor or other at-sea monitoring mechanism approved by NMFS within the advanced notice requirements.
  - b. If the service provider is not given adequate notice of vessel departure or landing from the sector manager or participating vessels, as specified by the service provider.
  - c. If the service provider has determined that the requesting vessel is inadequate or unsafe pursuant to the reasons described at 50 CFR 600.746.
  - d. For any other reason, including failure to pay for previous deployments of dockside, roving, or at-sea monitors other approved at-sea monitoring mechanism.
7. A service provider must not have a direct or indirect interest in a fishery managed under Federal regulations, including, but not limited to, fishing vessels, dealers, shipping companies, sectors, sector managers, advocacy groups, or research institutions and may not solicit or accept, directly or indirectly, any gratuity, gift, favor, entertainment, loan, or anything of monetary value from anyone who conducts fishing or fishing-related activities that are regulated by NMFS, or who has interests that may be substantially affected by the performance or nonperformance of the official duties of service providers. This does not apply to corporations providing reporting, dockside, and/or at-sea monitoring services to participants of another fishery managed under Federal regulations.
8. A system to record, retain, and distribute the following information for a period specified by NMFS:
  - a. Dockside, roving, and/or at-sea monitor and other approved monitoring equipment deployment levels, including the number of refusals and reasons for such refusals.
  - b. Incident/non-compliance reports (e.g., failure to offload catch).
  - c. Hail reports, landings records, and other associated communications with vessels.
9. A means to protect the confidentiality and privacy of data submitted by vessels, as required by the Magnuson-Stevens Act.

10. A service provider must be able to supply dockside and at-sea monitors with sufficient safety and data-gathering equipment, as specified by NMFS.

## **EXHIBIT F**

### **Dockside Monitoring Program Standards**

PURPOSE STATEMENT: *NOAA's National Marine Fisheries Service's (NMFS) has developed these standards for dockside monitoring (DSM) programs (a modified version of what was originally developed collaboratively by the Sector Monitoring Working Group). In June 2009 the New England Fishery Management Council approved 50 percent random DSM in 2010, and 20 percent random DSM in following years, for sectors as a requirement in Amendment 16 to the Northeast (NE) Multispecies Fishery Management Plan. It will be the responsibility of individual sectors to adopt a DSM program that is consistent with these standards. NMFS revised this document in August 2009 to reflect regulatory expectations and requirements, as well as lessons learned from the Dockside Monitoring Pilot Study Final Report 2009 authored by AIS, Inc., and funded by Environmental Defense.*

#### **1) HAIL**

- i) Transmission of all vessel hails must be either as an email via Vessel Monitoring System (VMS) or some other electronic method, as determined by the sector. In all instances hail notification must be immediately upon receipt from the vessel provided by either the sector manager (SM) or DSM vendor to NOAA Fisheries Office for Law Enforcement (OLE); the mechanism for hail notification must be detailed in the sector's operations plan.
- ii) Prior to leaving port on a sector trip for which catch will count against sector annual catch entitlements (ACE), each sector vessel must hail trip start, meaning notify the SM and DSM vendor that the vessel is departing on a sector trip. The trip start hail must include vessel permit number, the trip ID# (which is the VTR number on the first VTR page used for that trip), and estimated trip duration. The DSM vendor must immediately send a confirmation to the vessel that the trip start hail was received; if the vessel does not receive confirmation within 10 minutes, the captain must contact the vendor to confirm the trip start hail via an independent backup system (*e.g.*, a phone number) that must be set up by the DSM vendor.
- iii) At the appropriate time before landing (detailed below), the sector vessel must hail trip end to the DSM vendor. For all trips greater than 6 hours in length, and occurring more than 6 hours from port, vessels must hail trip end at least 6 hours in advance of landing. For trips less than 6 hours in length or occurring within 6 hours of port, the estimated time of arrival to port and time of offload will be provided in the trip start hail.

The trip end hail will be sent upon completion of the last tow/haul with required updated information

The trip end hail must include the following:

- A) Permit number;
  - B) Trip ID#;
  - C) Specific offloading location(s): Dock/dealer, port/harbor, and state (for all dealers or facilities where the vessel intends to offload);
  - D) Estimated landing time;
  - E) Estimated offloading time; and
  - F) Estimated weight of each species of fish being landed.
- iv) The DSM vendor must immediately send a confirmation to the vessel that the trip end hail was received. If the vessel does not receive confirmation prior to landing, the captain must use the backup system to contact the DSM vendor prior to landing. The DSM vendor must inform the vessel in the trip end hail confirmation (and no earlier) that:
- A) The vessel will have a dockside monitor (DM) or roving monitor (RM) present; **or**
  - B) The vessel is issued a DSM waiver for the trip (meaning no DM or RM will be present to witness the offload).
- v) If the DM has an emergency and cannot meet the vessel as scheduled, the DSM vendor must notify the vessel, the sector manager, and OLE as soon as possible to resolve the pending DSM event.
- vi) If the vessel retains a portion of the landings from a trip to be offloaded during a future landing event, the VTR for the trip on which the landings were caught must include those landings with the code for fish retained for future sale. The VTR for the subsequent trip, after which the retained landings are finally sold, must include the previously retained landings in addition to the current landings from trip. The previously retained landings must be identified by a unique code on the VTR. Landings will only count against ACE once.

## **2) Monitoring of Offload at Dealer**

### **i) If the vessel will get a DSM Waiver:**

The DSM vendor, when confirming that it has received the trip end hail, must notify the vessel that the vessel is receiving a waiver from DSM for

the trip. The vessel operator must provide copies of all VTRs and dealer receipts for the trip to the SM, or SM-designated third party, within 24 hours of offloading.

**ii) If the vessel has been selected for DSM:**

- A) The vessel may land, but no offloading may commence until the DM is present.
- B) Vessels offloading at more than one dealer or facility must have a DM present during offload at each location.
- C) Upon meeting the vessel at the offloading site, the DM must:
  - (1) Take copies of all VTRs filled out for the trip, with all information available (no blocked cells).
  - (2) Record whether or not the scales are certified by the dealer's state.
  - (3) Observe and record whether ice and box weights are tarred by the dealer before the catch is added. If the dealer does not tare the box and ice, the DM must obtain the estimated weight of the ice and box from the dealer and record that weight in his/her report.
  - (4) Ask the captain whether all fish have been offloaded, and whether any are being retained for personal use. The DM must record the captain's estimate of weight of each species being retained for home use or retained on the vessel and record the reason(s).
  - (5) Either the DM or dealer must record the weight of offloaded fish, by species (and market class, if culled), in a report. This report must be signed by the DM, and the DM must keep a copy of the signed report.
  - (6) Provide accurate and complete data to the SM, and/or any SM-designated third party, within 24 hours of the completion of the DSM event.
  - (7) Send copies of the VTR(s), the dealer receipt(s) if separate from the DM's report, and the DM's report to the SM or any SM-designated third party.
  - (8) Keep a copy of his/her report, which must be electronically stored by the DSM vendor.

**3) Monitoring Offload to a Truck**

- i) Each sector must specify in its operations plan the remote unloading facilities where sector members will be allowed to offload catch to trucks.
- ii) Offloading of landings to trucks and subsequent weigh out of landings at all dealer facilities are considered separate (in terms of individual

monitors) but conjoined (in terms of fishing trip) events. If a trip is selected for DSM and will offload to a truck, the trip must have a RM present to witness all offload activities, as well as a DM present at each dealer that receives the fish to certify weigh-out of all landings. The RM and DM may be the same or different individuals.

- iii) If the landings are weighed by a representative of the receiving dealer in front of the RM before being loaded into the truck, the event must follow the protocol for offload at a dealer (Section 2 of this document).
- iv) If the landings are not weighed by a representative of the receiving dealer in front of the RM before being loaded into the truck, all requirements of DSM when offloading to a dealer will apply (except weight and dealer-receipt records), and the additional requirements of this section will also apply.
- v) Additional requirements:
  - A) All fish must be weighed in the presence of a DM at the receiving dealer(s) when the truck offloads.
  - B) Upon meeting the vessel at the offloading site the RM must:
    - (1) Take copies of all VTRs filled out for the trip with all information available (no blocked cells).
    - (2) If there are no scales at the offload site, record the number of totes of each species and the captain's estimate of the weight of each species in each tote.
    - (3) Ask the captain whether all fish have been offloaded, and whether any are being retained for home use. The RM will record the captain's estimate of weight of any species being retained for home use or retained on the vessel and record the reason(s).
    - (4) Record all offloaded fish, by species (and market class, if culled), in a report, unless the driver creates such a report that the RM may use. This report shall be signed by the RM, and the RM shall keep a copy of the signed report.
    - (5) Ensure that each tote is tagged with appropriate identifying information, including but not limited to: Serial number of first VTR page filled out for that trip, RM name, tote number, and species.
    - (6) Send copies of the VTR(s), driver manifest(s) if separate from the RM's report, and the RM report to the sector manager or SM-designated third party.
    - (7) Keep a copy of his/her report, which must be electronically stored by the DSM vendor.

#### **4) Responsibilities of the DSM Vendor**

- i) The DSM vendor must ensure that all individual monitors are trained as required in Amendment 16 (Section 4.3.3.5.5). The DSM vendor also must ensure that background checks and any authorizations (such as Transportation Worker Identification Credential cards) needed for individuals to access fishery facilities and vessels at ports serviced by the DSM vendor are obtained.
- ii) The DSM vendor must have a back-up communications method (*e.g.*, phone), capable of circumventing problems with the electronic hail system.
- iii) The DSM vendor must be able to receive hails 24 hours per day, 7 days per week, and must be able to send a confirmation of the hail back to the vessel within 10 minutes of receiving the hail.
- iv) The DSM vendor must keep a running list of all open trips.
- v) The DSM vendor is responsible for developing a randomized methodology that assigns DSM to 50 percent of sector trips and issues a DSM waiver to the other 50 percent. The method must assign DSM without regard to any preference of the sector or its members, the assignment of DSM must be representative of fishing activities within the sector, and the method must be approved by NMFS in the sector operations plan. The DSM vendor must determine whether or not a trip is assigned a DM or RM after the DSM vendor provides a confirmation that the trip start hail was received.
- vi) Upon receiving a trip end hail, the DSM vendor must respond by sending the vessel a confirmation that the hail was received. The confirmation must inform the vessel whether or not the trip is assigned a DM or RM. The DSM vendor must either provide a time certain for the DM or RM to meet the vessel, or stipulate that the DM or RM will communicate with the vessel to coordinate a time for offloading to commence. This may be any time agreeable to the unloading facility, the vessel, and the DM or RM, but not less than the required time notice between the trip end hail and landing.
- vii) The DSM vendor must immediately notify and provide the SM and OLE with all information contained in the trip end hail (including a breakdown of species to be landed and estimated weight of each species on board) and whether or not the vessel is assigned a DM or RM for the trip.
- viii) The DSM vendor must ensure a DM or RM, when assigned, is present at the offload site by the vessel's specified offloading time.

- ix) In cases where reproducible dealer-receipt forms, driver-manifest forms, and tote tags are not provided or utilized by fishing industry personnel, the DSM vendor must develop such materials or capabilities and provide them to each DM or RM that may encounter these cases.
- x) The DSM vendor must keep an electronic record of information collected from each offload and must make electronic and other records available to NMFS upon request.
- xi) The DSM vendor must work with the SM and OLE to establish an acceptable process for safe harbor situations when a sector vessel is unable to follow normal DSM protocols due to an emergency situation.

## **5) DEFINITIONS**

Dockside Monitoring (DSM) – Monitoring of all landings from sector trips taken by sector vessels in order to verify landings of the vessel at the time they are weighed by a dealer and to certify the landed weights are accurate as reported on the dealer report.

DSM Event – The observation of landings either offloaded to a truck or being weighed by a dealer.

Dockside Monitor (DM) – A certified dockside monitor tasked with observing either the weighing of fish by a dealer at the time of landing or the weighing of fish by a dealer at the time of offload from a truck.

Roving Monitor (RM) – A certified dockside monitor tasked with observing the offload of fish to a truck at the time of landing without first being weighed.

DSM Vendor – A sector monitoring service provider approved by NMFS to conduct dockside monitoring (DSM).

Landing Time – The time when a vessel arrives in port.

Port – Defined by the local port agent.

Offloading Time – The time when a vessel begins offloading fish.

Trip Duration – The time range from when the vessel departs port until its return to port (landing time).

Trip ID# – The VTR number on the first VTR page used for that trip.

## **EXHIBIT G**

### **Ownership Documentation**

Section 1.01.      **Sector Qualification.**

*To be eligible and recognized, a sector must include three or more persons, none of whom have ownership interests in at least two other persons' vessels in the sector. Having an ownership interest in a permit/vessel includes, but is not limited to, persons or entities who are shareholders, officers, or partners, in a corporation owning a permit/vessel; who are partners to a permit/vessel owner; or who, in any way, partly own a permit/vessel. Other factors that may indicate ownership interest include whether a permit/vessel owner derives any financial benefit, or exercises any control over, another permit/vessel. NMFS interprets permit ownership as including permits in Confirmation of Permit History (“CPH”). The Sector's compliance with the ownership provision is included in Exhibit G.*

See attached 3 copies of 2009 Fishing Year Permits.

**Exhibit H**  
**Sector Monitoring Proposal - A.I.S., Inc.**

See attached.

**Exhibit I**  
**Sector Monitoring Proposal - Atlantic Catch Data Limited**

See attached.

**Exhibit J**  
**Sector Monitoring Proposal - East West Technical Services**

See attached.

**Exhibit K**  
**Sector Monitoring Proposal - MRAG Americas**

See attached.

**Exhibit L**  
**Sector Monitoring Proposal - Saltwater, Inc.**

See attached.