

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

**Fishing Year 2010**

This Membership Agreement and Operations Plan ("Agreement") is entered into as of this 31st day of August, 2009 by and among the permit owners who have signed this Agreement on the signature pages hereto, and any other permit owners that are admitted pursuant to the terms of this Agreement (each, a "Member" and, collectively, the "Members").

**RECITALS**

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

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

**WHEREAS**, proposed Amendment 16 to the Plan ("Amendment 16") would modify and expand the requirements established for sector formation and operations established by Amendment 13, and may be adopted before the start of the 2010 fishing season;

**WHEREAS**, the New England Fisheries Management Council has established procedures to approve new sectors for operation in Fishing Year 2010, and the Members desire to take advantage of the option to participate in a sector and thereby: (i) rationalize their fishing effort by controlling the pace of their fishing operations; (ii) increase the amount of product per ton of fish harvested through more efficient harvesting practices; and (iii) improve their conservation practices through a reduction in their incidental catch of non-target species and through use of alternative gear types;

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

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

be necessary to ensure that the Sector, its Members and their vessels conduct groundfish harvesting activities in compliance with the Plan and the Magnuson-Stevens Fishery Conservation and Management Act (the "Act"), as amended from time to time, and applicable regulations promulgated by NMFS;

**NOW, THEREFORE**, in consideration of the mutual benefits conferred by this Agreement, the receipt and sufficiency of which are hereby acknowledged, the Members 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 Eligibility**

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

1.01.2. The Member's Permit is based on 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"). For the purposes of this Agreement, the permit shall be deemed to include all harvesting rights, privileges, or entitlements conferred by the permit on the permit holder, as well as all fishing history associated with the permit in the subject fishery (the "Permit").

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

1.01.4. Each Member has assigned its Permit to a Participating Vessel, which is also listed on Exhibit G with the corresponding 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 1.02 Organization and Authority**

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

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

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

## **ARTICLE II – Duty of Cooperation**

### **Section 2.01 Sector Agreement and Its Purposes**

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

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

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

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

## **ARTICLE III – Membership**

### **Section 3.01 Voluntary Membership**

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

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

### **Section 3.02 Scope of Membership Obligations**

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

3.02.2. If a Member transfers its Permit from the Participating Vessel to a new vessel during

the term of this agreement, the new vessel shall be subject to the terms of this Agreement.

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

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

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

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

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

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

3.02.8. The Members agree to authorize the Sector to obtain records from NMFS concerning

the Member's fishing history and landings, and, by this Agreement, provide the Sector with the authorization for NMFS record access attached as Exhibit J.

### **Section 3.03 Length of Commitment**

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

3.03.2. If NMFS does not approve the Sector application and this Agreement, as the same may be amended, for the 2010 fishing year, then the obligation of such Member under this Agreement shall terminate effective as of the date of the Sector's receipt of the final decision by NMFS to disapprove the Sector application, and the Member will remain in the common pool under the Plan.

3.03.3. If NMFS approves this Agreement and the Sector application, the Members may renew this Agreement for application to future fishing years, upon terms and condition acceptable to the Members. Each Member must express their interest in renewal of the Agreement by March 1, 2010.

3.03.4. The Members may withdraw from this Agreement solely for the purpose of remaining in the common pool of vessels under the Plan up until April 30, 2010.

3.03.5. 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 anything to the contrary in this Section, a Member may make an approved transfer of an enrolled Permit or Participating Vessel pursuant to Section 3.02.2.

3.03.6. 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 the penalty or penalties described on the Schedule of Penalties (as hereinafter defined) and (ii) such Member, its Permit 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.

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

### **Section 3.04 Permit Transfers**

3.04.1. As long as a Member is a party to this Agreement, the Member shall not sell, lease or otherwise transfer the ownership or use rights in the Member's Permit unless (i) all Sector

Members and the Sector Manager provide written consent to transfer prior to the effective date of the transfer; and (ii) the transferee agrees 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. Any lease by the Penobscot East Resource Center Permit Bank to a Sector Member is deemed to be approved by the Sector Manager for purposes of this Section.

3.04.2. The Sector Members, in their sole discretion, may decide to approve the Permit transfer.

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

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

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

3.06.3. After receipt of a good faith, bona fide written offer (“Bona Fide Offer”), and prior to any Permit Transfer, a Transferring Member shall provide written Notice of First Refusal Right to the Sector Board of Directors and the Permit Bank. The Notice of First Refusal Right must (i) identify the proposed Non-Member Transferee; (ii) provide detailed information concerning ownership of a corporate Non-Member Transferee; (iii) provide a written representation that the Non-Member Transferee’s bona fide written offer for the Permit remains in effect; (iv) provide the expiration date of the offer; and (v) provide a copy of the written offer by the Non-Member Transferee.

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

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

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

3.06.7. The Transferring Member agrees to enter into an agreement with the Permit Bank containing all customary and reasonable representations, warranties, covenants, and indemnities by the Transferring Member for the benefit of the Permit Bank.

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

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

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

## **ARTICLE IV – Administration**

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

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

### **Section 4.02 Manager Responsibilities and Authority**

4.02.1. The Manager shall be responsible for management of the day-to-day business of the Sector and to act as its designated agent for service of process. As stated above in Section 4.01, Aaron Dority is currently the contact person for the Sector until a manager will be selected.

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

- a. calculate and inform each vessel owner of their annual allocation of the Sector's ACE for each stock for the year;
- b. oversee compliance with the Sector Operations and Harvest Plans, including administration of all required monitoring programs, including, but not limited to, monitoring of catch and discards by stock and location for each vessel in the Sector relative to the ACE for each groundfish fishery stock to the Sector;
- c. maintain current calculations of individual Member and aggregate Sector landings and

discards of all multispecies stocks relative to the Sector's ACE and report those calculations to NMFS weekly, or more frequently as required under special Harvest Plans;

d. serve as the official liaison between the Sector and NMFS, and maintain effective and regular communications with NMFS and Sector Members regarding Sector and individual Member progress towards full harvest of their respective allocations for each species. The Manager shall also prepare an annual Sector report to NMFS consistent with any applicable NMFS requirements;

e. develop special Harvest Plans as anticipated by the Operations Plan or as directed by the Board of NMFS in order to ensure compliance with allocation limits by the Sector and its Members;

f. conduct and track all trading, buying and selling of allocations among Sector Members and any ACEs between Sectors;

g. trade, buy, or sell ACEs in whole or part, with approval from the Board;

h. report to all Members on the decision to distribute any reserve that has been set aside under the Operations Plan;

i. issue a *stop fishing order* which shall apply to all Members if there are reasonable grounds to determine that the Sector may have exceeded, or is in imminent danger of exceeding, the Sector's ACE for a stock;

j. issue a *stop fishing order* to any individual Sector Member if there are reasonable grounds to determine that the Member has caused, or is in imminent danger of causing, the Sector to violate its obligations under this Sector Agreement or any Harvest Plan, or that the Member has violated this Agreement;

k. seek any judicial remedy, including, but not limited to a temporary restraining order, a preliminary injunction, or any other equitable remedy, against any Member in order to enforce the terms of this Agreement or a Harvest Plan. This authority shall apply regardless of whether the violating Member is seeking reconsideration of the Sector Manager's enforcement decision under this Agreement;

l. act as designated agent for service of process;

m. in addition to issuing a stop fishing order upon reaching an ACE limit as stated in letter "i" above, lease additional ACE from outside the Sector as needed to cover overages, and/ or to enable the Sector to continue fishing; and

n. any other duties delegated by the Board of Directors.

#### **Section 4.03 Infractions Committee**

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

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



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

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

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

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

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

#### **Section 4.04 Member Violation Reporting Responsibility**

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

### **ARTICLE V – Allocation**

#### **Section 5.01 Annual Distributions and Transfers**

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

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

5.01.3. The initial Harvest Plan allocates a portion of the Sector's ACE to each Member in an amount equal to the Member's Potential Sector Contribution minus a reserve of up to ten

percent, established by the Board consistent with the provisions of this Article.

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

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

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

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

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

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

## **Section 5.02 Reserve (Administrative only)**

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

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

Harvest Plan.

5.02.3. When the Sector as a whole approaches or reaches 80% of any of the Sector's ACEs, or when, for two consecutive weekly reporting periods 20% or more of the remaining portion of any ACE is harvested, whichever comes first, the Sector Manager shall notify all Members and NMFS of the harvest status. The Sector Manager shall require all Members who are actively fishing to report on catch daily in order to ensure that the Sector ACE is not exceeded and shall report daily to NMFS on the harvest status.

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

5.03.1. If the Board, subsequent to the establishment of a reserve pursuant to Section 4.02 hereof, determines that the ACE, as adjusted pursuant to Section 4.02, will be fully harvested by the Participating Vessels, the Board shall release and authorize the harvesting of the reserve by the Members, their Permits and their Participating Vessels.

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

5.03.3. The Board may direct the Sector Manager to institute more restrictive monitoring and reporting by Members, or otherwise amend the Harvest Plan, in order to ensure that the Sector ACE is not exceeded.

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

### **Section 5.04 Fishing History in Sector**

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

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

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

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

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

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

### **Section 6.01 Participating Vessel Catch Reports**

6.01.1. 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 land-by-landing basis, by providing the Sector Manager with a signed electronic copy of the official Vessel Trip Report ("VTR") or other reporting document authority by NMFS at least within 12 hours of offloading fish, or even sooner if required by a Harvesting Plan adopted by the Sector. The Members shall use the reporting form approved by the Sector Manager.

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

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

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

6.01.5. When the Sector as a whole approaches or reaches 80% of the available ACE for the most vulnerable stock, or when, for two consecutive weekly reporting periods 20% or more of the remaining portion of any ACE is harvested, whichever comes first, the Sector Manager shall provide the Aggregate Reports to NMFS on a daily basis only, on those days when any Member is fishing.

### **Section 6.02 Dealer Sales and Reporting**

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

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

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

6.02.4. Each Member acknowledges that it is the Member's responsibility to ensure timely dealer reporting in accordance with this Agreement, and any failure of the dealer to timely deliver the reports for a Member's Participating Vessel shall be deemed a breach of this Agreement by such Member.

### **Section 6.03 Catch Verification**

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

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

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

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

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

### **Section 6.04 Catch Monitoring**

All Participating Vessels shall hail "trip end" to the Sector Manager and weighmaster company prior to landing to allow the weighmaster to attend and witness all offloading and shall conform to all requirements of Exhibit E – Dockside Monitoring Plan.

### **Section 6.05 Landing Port Exceptions**

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

### **Section 6.06 Observed Offloading**

All Members and Participating Vessels shall cooperate fully with all requirements of the Exhibit E – Dockside Monitoring Plan and shall undertake all reasonable efforts to enable the dockside monitors to conduct the required dockside monitoring essential for Sector compliance with applicable laws and regulations.

### **Section 6.07 Advanced Notice of Offloading**

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

### **Section 6.08 Proof of Sector Membership**

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

### **Section 6.09 Gear and Area Restrictions**

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

### **Section 6.10 Operators**

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

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

## **ARTICLE VII – Enforcement**

### **Section 7.01 Agreement Enforcement**

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

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

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

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

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

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

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

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

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

7.02.6. If, upon the conclusion of such investigation and hearing, the Infractions Committee determines by an affirmative vote of a majority (51%) of its members that a violation of this Agreement, the Harvesting Plan, or other Sector requirements has occurred, the Infractions Committee may, 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 to the Member, its Permits and its Participating Vessels by the Sector, or issue stop fishing orders. The Infractions 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 and are uniform with those reached in similar circumstances.

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

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

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

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

7.03.1. The Members acknowledge that Amendment 16 of the Plan, as proposed, would require that Members are jointly liable in three situations for a NMFS enforcement action against the Sector for violations of the following Sector operations plan requirements: (i) ACE overages; (ii) discarding of legal-sized fish; and misreporting of catch (landings or discards).

7.03.2. The Members agree that if this provision is adopted in the final Plan, the Members agree to be jointly liable to NMFS in three situations for a NMFS enforcement action against the Sector for violations of the following Sector operations plan requirements: (i) ACE overages; (ii) discarding of legal-sized fish; and misreporting of catch (landings or discards).

7.03.3. The Sector Member or Members who are responsible for the actions giving rise to

the NMFS enforcement action shall indemnify and hold harmless the Sector and other non-responsible Sector Members as provided in Section 7.08.

#### **Section 7.04 Injunctive Relief**

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

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

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

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

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

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

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

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

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

7.05.4. In connection with any judicial proceeding related to this Agreement, the non-prevailing party shall pay the prevailing party's reasonable attorneys fees and costs of litigation associated with the proceeding.



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

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

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

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

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

### **Section 7.08 Indemnification (Administrative only)**

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

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

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

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

## **ARTICLE VIII – Expulsion of Members**

### **Section 8.01 Cause**

8.01. The Members agree that a Member and its Permit(s), and Participating Vessel(s) may be expelled from the Sector if: (i) the actions of a Member or its Participating Vessel seriously undermine and threaten the existence of the Sector; (ii) the actions of such Member and/or its Participating Vessel (or operators of participating Vessel) have exposed other

Members of the Sector to monetary penalties or Losses; (iii) Such Member has been convicted of a serious crime; or (iv) Such Member has not paid all its financial obligations to the Sector under this Agreement; or (v) a Member violates a Sector Manager's stop fishing order.

### **Section 8.02 Procedure**

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

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

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

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

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

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

8.02.7. The Sector Manager shall notify NMFS immediately of any Member expulsion decision by phone followed by certified mail."

## **ARTICLE IX – Term/Termination**

### **Section 9.01 Term**

The effective date of this Agreement shall be the date of the Regional Administrator's

approval of this Agreement under 50 CFR Part 648.87 and the Agreement shall remain effective until the termination date on the last day of the 2010 fishing year in April 2010 (the "Term").

### **Section 9.02 Extension**

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 delivered at least 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.

## **ARTICLE X – Miscellaneous**

### **Section 10.01 Entire Agreement**

This Agreement and its Exhibits, as well as any other document incorporated by reference, 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 Sector Manager, such consent not to be reasonably 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) immediately upon hand delivery; (ii) one business day following the date sent when sent by overnight delivery, (iii) five business days following the date mailed when mailed by registered or certified mail return receipt requested and postage prepaid, and (iv) 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 State of Maine without giving effect to any choice of law provision or rules (whether of Maine or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Maine.

**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 alternative dispute resolution procedures set forth in Article 7, each of the Members consent to the exclusive jurisdiction and venue of the federal district court in Portland, Maine or, if said court does not have jurisdiction, in such courts in the State of Maine 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 (Administrative only)**

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

**Section 10.09 Severability (Administrative only)**

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 (Administrative only)**

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 identified in this Agreement are incorporated herein by reference and made a part hereof.

[SIGNATURE PAGES TO FOLLOW]

**EXHIBITS  
TABLE OF CONTENTS**

- a. Exhibit A - Penalty Schedule
- b. Exhibit B – Harvest Plan
- c. Exhibit C – Sector Administration
- d. Exhibit D – At Sea Monitoring Plan
- e. Exhibit E – Dockside Monitoring Plan
- f. Exhibit F – Annual Catch Entitlement Monitoring Plan
- g. Exhibit G – List of Sector Member Federal Permits
- h. Exhibit H – List of Sector Member State Permits
- i. Exhibit I – Monitoring Service Provider Information
- j. Exhibit J – Records Access Authorization

**EXHIBIT A: PENALTY SCHEDULE**

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

## EXHIBIT B: HARVEST PLAN, FY 2010-2011

### Harvest rules

The Members and the Participating Vessels of the Northeast Coastal Communities Sector agree to be legally-bound to follow the Operations Plan and Harvesting Rules for the FY2010 as described herein, notwithstanding those rules and regulations applicable to common pool Multispecies vessels.

#### I. Monitoring

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

#### II. Quota management

1. Annual Catch Entitlement (“ACE”): The portion of the Plan TAC for each species that has been allocated to the Sector by NMFS. The Members agree that they will not collectively harvest more than the Sector ACE for each stock and that once the annual ACE for a stock is reached, no Member will fish commercially with any fishing gear capable of catching such fully harvested stock. The annual ACE for any stock may be increased or decreased after initial NMFS ACE decision by means of ACE transfers between Sectors as provided in the Membership Agreement and Operations Plan (“Agreement”).
2. Weekly and monthly allocation of all stocks quota targets: The Board of Directors may establish monthly, 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: All legal size allocated stocks harvested during any fishing operation must be retained, landed and counted against the Sector’s Aggregate Allocation.

#### III. Administrative

1. DAS Transfer/Lease: A Member, its Permit and Participating Vessel may not transfer or lease DAS to any non-Sector or Sector Member, Permit, or Participating Vessel during the Commitment Period in which the Participating Vessel and/or



Permit is enrolled in the Sector except in accordance with the transfer provisions of the Agreement.

IV. Gear restriction

1. Gear Restriction: The only vessel that will use an otter trawl will be the fishing vessel Unicorn, of Menemsha, Martha's Vineyard, Massachusetts. All other vessels in the Sector will use longline, tub trawl or pots/ traps gear.
  
2. Hook Size: All tub trawl and longline hooks must be 12/0 circle hooks or larger. (Handline hooks have no minimum size.) For these purposes, a "circle hook" is defined as a hook with the point turned back towards the shank and the barbed end of the hook is displaced (offset) relative to the parallel plane of the eyed-end, or shank of the hook when laid on its side.
  
3. Mesh size: All otter trawl mesh must be 6 ½ inch mesh or larger.
  
4. Spawning Season Restrictions: Sector Vessels are not required to adhere to the seasonal closure on Georges Bank (May 1 through May 31). Participating vessels are exempt from existing "rolling closures". However, all vessels need to abide by new spawning closures as defined in Amendment 16.
  
5. Operating Area: Participating vessels will fish in the Gulf of Maine, George's Bank, and Southern New England using fishing gear capable of catching allocated stocks under the Plan.

Summary of the Northeast Coastal Communities Sector Operations Plan (FY 2010-2011)

<b>Sector Parameters</b>	<b>Description</b>
Location	Gulf of Maine, Southern New England and George's Bank
Timeframe	2010 fishing year only
Gear	Longline, tub trawl, otter trawl (1 vessel), fish trap/pot
Allocated species	All stocks of allocated groundfish species
Other landed species/ bycatch	Dogfish, skates, monkfish
Exemptions requested	All universal exemptions as specified in Amendment 16, as well as the following: 1) exemption from the federal halibut trip limits during the Maine state halibut fishery season (runs April 1 <sup>st</sup>

	to July 31 <sup>st</sup> ), 2) exemption from the 20 day out rule.
Number of participants	19
Potential Sector Contribution (PSC)	See table 3.2 below for stock allocations
Expected catch (including allocated and other landed species)	Assumed to be equal to the Potential Sector Contribution of all Sector Members

## Stock allocations

<b>Allocated Target Species</b>	<b>Sector Share of New England Total</b>
GOM Atlantic Cod	0.0046
GB Atlantic Cod	0.0016
GOM Haddock	0.0023
GB Haddock	0.0012
White Hake	0.0087
Redfish	0.0011
American Plaice	0.0014
GOM Winter Flounder	0.0027
GB Winter Flounder	0.0007
Witch Flounder	0.0021
CC/GOM Yellowtail Flounder	0.0040
GB Yellowtail Flounder	0.0084
SNE/MA Yellowtail Flounder	0.0055
Pollock	0.0045

## EXHIBIT C: SECTOR ADMINISTRATION

### Compliance with Sector ownership provision established in Amendment 16

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

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

Member name	Vessel name	Federal permit number
Dwight Carver	Mums Girls	149311
Jayson Knowles	Tori Kay	242718
Gregory Mayhew	Unicorn	320660

### Compliance with Letters of Authorization (LOA’s)

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

### Training for Members in Sector’s business rules

The Sector Manager has held numerous fishermen’s meetings prior to September 1<sup>st</sup>, 2009 to engage fishermen in the development of the Northeast Coastal Community Sector operations plan and environmental assessment. Meetings will continue with all Sector Members prior to May 1, 2010. Meeting content will include, but will not be limited to: monitoring requirements, reporting requirements, other Amendment 16 sector requirements, stop fishing orders, and violations.

### Oversight and management of the Sector

The Sector Manager for the Northeast Coastal Communities Sector will work from the Penobscot East Resource Center “Penobscot East” office in Stonington, Maine. Penobscot East is a 501(C)(3) nonprofit corporation. The Sector legal entity will be established as a nonprofit corporation, exempt from taxation under IRS Code, Section 501(C) with articles of incorporation to be filed in the state of Maine, prior to May 1, 2010. The new nonprofit corporation will have a board of directors. The Board’s responsibilities are outlined, in part, in the Sector contract. The Board’s responsibilities will be described in detail in the Sector bylaws.

### Reconciling conflicting data reports

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

### Transmission of reports

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

### Business rules for unexpected situations

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

Marine Fisheries Service, Office of Law Enforcement.

### **Monitoring - no-show, partial off-load, etc.**

The dockside monitoring procedures are set forth in Exhibit E, "Dockside Monitoring."

#### Standard reporting procedure

The Northeast Coastal Communities Sector will ensure a minimum of 50 percent dockside monitoring coverage.

#### Special circumstances

The Sector manager and monitoring service provider will establish in advance of the start of the fishing year a solution to the problem of dockside monitoring no-shows.. Vessels selected for DSM will not initiate offload until the monitor arrives. All legal size fish will be landed at all times.

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

#### Standard reporting procedure

#### Vessel trip reports

Vessel trip reports must be sent by the Member to the Sector Manager the same day that a Member lands the catch. The reports can be sent at the dealer if the dealer is willing to scan and email the report or fax it. Alternatively, the Member can type the report information into email and email it to the Sector Manager.

#### Dealer reports

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

#### Dockside monitor reports

If the offload is monitored, then it is the monitor's responsibility to send the report - by email - to the Sector Manager

#### Hails

Hail trip start and hail trip end reports will be sent via either 1) a Member's vessel monitoring system (VMS) or 2) a cell phone (at the Member's discretion), and must be logged by both the Sector Manager as well as by the dockside monitor.

#### Special circumstances

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

#### Vessel trip reports

If the Member cannot send the report electronically and cannot physically send the report in a timely manner, then the Member must call the Sector Manager and convey the information over the phone. It is then the Sector Manager's responsibility to confirm to the Members that the report has been received. If the Sector Manager does not receive the report within two days of the fishing trip, the Member will not be allowed to make a future trip within the Sector until the report is received. Fishing in violation of the Sector rules may be enforced by the Sector according to the schedule of penalties outlined in Exhibit A, and may also be enforced by the National Marine Fisheries Service Office of Law Enforcement (NMFS OLE) if this fishing occurs despite a stop fishing order.

#### Hails

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

### Dealer reports

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

### Information technology necessary to manage monitoring and reporting

Vessels will have the option to use the FLDRS data reporting system developed by the Northeast Fisheries Science Center for electronic vessel trip reports. If possible, this will be used in lieu of paper vessel trip reports. Vessels may only use the FLDRS data reporting system after first requesting this in writing to the Sector Manager, and being granted approval by the Sector Manager. The software would ideally facilitate the data collection on the vessel. Data could then either be emailed via VMS or transferred through a USB drive. If fishermen do not use the FLDRS data reporting system, then the Sector will rely on paper vessel trip reports. Additional monitoring reporting information technology needs will be met by the monitoring service provider.

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

### Original distribution of catch history

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

### Rules for entry and exit from the Sector

The Sector Approval process approved by the New England Fisheries Management Council and NMFS requires a one year sector contract. This Agreement meets that requirement. After August 30, 2009, no new Members may join the Sector. Currently, NMFS indicates that existing Sector Members may not bring additional permits into the Sector. The Agreement provides a mechanism for Members to purchase additional permits with Sector oversight, but these provisions can only be used IF NMFS authorizes such a transfer under Amendment 16.

The Agreement provides that any Member may voluntarily leave the Sector before May 1, 2010. The Agreement also provides that Members may exit upon termination of the Commitment Period. If Members attempt to exit the Sector during the Commitment Period, the Agreement provides that the departing Member is subject to the penalties listed in Exhibit A and must leave the unused portion of the Member's Sector allocation in the Sector for the remainder of the fishing year. The Agreement also allows a Member to sell, lease or transfer a Permit as defined in the Agreement subject to the Right of First Refusal and Sector oversight.

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

If Members elect to leave the Sector or are expelled from the Sector *prior to May 1, 2010*, they will fish in the

common pool. If Members elect to leave the Sector or are expelled from the Sector on or after May 1<sup>st</sup>, 2010, then they will no longer fish in the Northeast Multispecies, monkfish or skate fisheries during the 2010 fishing year, though they would be permitted to participate in the lobster and other fisheries.

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

The Northeast Coastal Communities Sector will participate in the Northeast Fisheries Observer Program (NEFOP) and the NMFS-funded at-sea monitoring programs. Any additional at-sea monitoring coverage beyond the NMFS-funded level will be provided pursuant to an independent contract between the Sector and a NMFS approved provider. This additional at-sea monitoring coverage will have vessel and trip selection coordinated through NMFS, will be conducted in the same manner with the same protocols as the NMFS-funded ASM program, and will use approved at-sea monitors. Also, this additional coverage will not be allowed to replace or interfere with either the coverage of NEFOP or the NMFS-funded at-sea monitoring program. The Sector manager will maintain a database of all catch data, including but not limited to VTR, dealer, monitor, and observer data. NMFS will provide the Sector with data from NEFOP and the ASM program.



## **EXHIBIT E: DOCKSIDE MONITORING, FY 2010-2011**

The Northeast Coastal Communities Sector will operate a dockside monitoring program in accordance with the NMFS Dockside Monitoring Program Standards

### **Vessel Hails**

#### **Hail trip start**

Prior to leaving port, vessels must send a hail trip start message via either phone or VMS to both the Sector Manager and the dockside monitor stating the departure port, the landing port, the vessel permit number and trip ID number (VTR serial # on the first VTR page of trip), the anticipated time of departure and time of arrival, indicating whether the trip will be a single day or multiday trip. The monitoring service provider will 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 phone as arranged by the service provider. The monitoring service provider will be responsible for notifying NMFS OLE of the hail trip start.

#### **Hail trip end**

For trips less than 6 hours in length or occurring within 6 hours of port, the estimated time of arrival to port will be provided in the trip start hail. The trip end hail will be sent upon completion of the last tow or haul with required updated information. An alternative timing for the trip end hail may be implemented during FY 2010 if agreed upon by the sector, the monitoring provider, and NMFS.

Vessels will send a hail trip end message via either phone or VMS to both the Sector Manager and the dockside monitoring provider. Trip boats must send this hail at least 6 hours prior to landing. The trip end hail will contain the following information: permit number, trip ID# (the serial number of the first Vessel Trip Report filled out for the trip), specific offload location(s) including (dock/dealer, port/harbor, and state), estimated landing time, estimated offloading time and estimated weight of each species of fish being landed. Upon receipt of the hail trip end message, the dockside monitor will send a confirmation message to both the vessel and the Sector Manager. The confirmation will tell the Member and Sector Manager 1) that the monitor has received the hail, 2) whether the trip will be monitored, or whether a waiver will be granted. The monitor may grant a waiver according to the waiver provisions listed below. If the vessel does not receive confirmation prior to landing, the captain must use the backup system to contact the service provider prior to landing. If the monitor has an emergency and cannot meet the vessel as scheduled, the monitoring provider must notify the vessel, the Sector manager and NMFS OLE as soon as possible to resolve the pending dockside monitor event.

#### **Waiver (same as at-sea monitoring above)**

In the event that a dockside monitor grants a waiver for a Member's trip, the monitor must inform the Member and the Sector Manager through a confirmation message to the Member's hail trip end.

#### **Landing**

Sector vessels will only land their catch at a federally registered dealer. Sector Members may land their catch at a truck if a federally registered dealer is present. Sector members will not be allowed to offload at remote locations in the absence of a dealer. The exception to this rule is the emergency safe harbor provision listed below in this Exhibit. Upon landing, the dockside monitor will conduct the following activities: collect copies of vessel trip reports, verify that scales are certified, record weights of offloaded fish by species, verify that all fish have been offloaded, and sign the dealer receipt. The monitor will maintain copies of the VTR and dealer receipts and sends the information on these forms to the Sector Manager via email or phone.

### Offload at multiple locations

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 will be identified by a unique code on the VTR. Landings will only count against ACE once. If a vessel has been selected for a dockside monitor and the vessel offloads at more than one dealer, then a dockside monitor must be present during the offload at each location.

### Achieving necessary coverage level

A dockside monitor will monitor 50 percent of Sector trips selected randomly and so as to be representative of the fishing activities of the Sector - stratified by gear type, and area. The dockside monitoring contractor will determine which trips fall within the 50 percent coverage, and therefore which trips they will monitor.

### Monitor Selection

The Sector will contract with a NMFS-approved provider from the following list to provide dockside [and/or] at-sea monitoring services before May 1, 2010, and will notify NMFS of its selection:

- Accuracy Integrity Service (AIS) Inc.
- East West Technical Services LLC
- Marine Resources Assessment Group (MRAG) Americas
- Atlantic Catch Data (ACD)
- Saltwater Inc.

The Sector will establish a contract with an approved service provider by May 1<sup>st</sup>, 2010. The Sector will ensure that the monitoring program adopted will be in full compliance with both Amendment 16 and with NMFS additional requirements.

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

### Data recording and reporting

The designated Sector monitoring program will not replace the current VTR and dealer reporting requirements of the existing law nor any additional reporting requirements proposed in Amendment 16.

The monitor bears the responsibility of arriving at the dock at least 25 minutes prior to the vessel's arrival. If the monitor has notified the Member that a given trip will be monitored, but the monitor fails to arrive within 15 minutes *after* the scheduled vessel arrival, then the member may will contact the Sector Manager who will contact the monitoring service provider to determine an appropriate solution.

### Notifying NMFS Office of Law Enforcement regarding monitoring

It is the responsibility of the monitoring service provider to report to Office of Law Enforcement (OLE) when the monitoring provider receives a hail trip start. It is then the OLE's discretion whether to monitor the landing.

### Safe harbor provision

In the event that a vessel needs to land at a port that is not included in the list of ports in Exhibit F, "ACE monitoring" below, then the Member must inform the dockside monitor. The monitor then must notify both the Sector Manager by phone as well as the dealer for the originally intended port by phone of the new course of action. The Member then has three options. The Member may:

1. Secure a new federally registered dealer to offload the catch with a certified scale, or
2. Secure the original dealer to drive to the new offload location and bring a certified scale, or
3. Not offload until the Member is able to return to the originally intended port and offload as originally planned.

If the monitor will not be able to accommodate the new plans on such short notice, then that trip will not be monitored unless the Sector has caught more than 80 percent of its ACE for one of the allocated species. If more than 90 percent of the Sector's ACE has been met for one species, then the offload will need to wait until a monitor can be present.

### **Vessel trip reports**

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

### **Electronic vessel trip reports**

In the event that electronic vessel trip reports (eVTR) will be accepted by NMFS as a replacement for paper VTRs, the Northeast Coastal Communities Sector reserves the right for individual Members to elect to send eVTRs to both the Sector Manager and NMFS in lieu of paper reports. In order for a Member to use eVTR, if it is accepted for use by NMFS, the Member must first make this request to the Sector Manager and receive approval from the Sector Manager in writing. Paper VTR's will be the default legal record. In the event that a Member is approved for eVTR, then that will constitute the legal record instead of paper VTR. Members must determine which form of VTR they will use prior to May 1<sup>st</sup>. Members may not change between paper and electronic VTR after May 1<sup>st</sup>, 2010 without approval by the Sector Manager and the National marine Fisheries Service.

### **Confirming accurate scales**

Monitors will confirm that scales are accurate by testing the scale once annually, prior to the first Sector vessel's landing.

### **Stock apportionment**

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

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

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

Both the Sector Manager and the dockside monitoring provider will maintain a database of hails, VTR, dealer, observer, and electronic monitoring reports. In addition, the Sector Manager will determine all species landings by stock and statistical areas, apply discard estimates to landings when necessary, deduct catch from Sector TACs, and submit weekly reports detailing status, catch, and discards, including compliance concerns to the Sector and NMFS.

### **Stop fishing orders**

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

### **ACE transfers**

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

### **Sector-specific discard rates**

The Sector will calculate discards as directed by NMFS.

### **Landings apportioned to stock area**

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

### **How Sector will avoid exceeding allocations**

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

Before the Sector approaches the 80% ACE threshold for any stock, the Board of Directors will issue or approve a second report to the Sector Members outlining the Board's leasing and/ or fishing practices recommendations for the remainder of the season. In this report, the Board may request that the Sector manager lease additional quota to cover a potential overage for this and other stocks, and/or the Board of Directors may request that individual Members, or the entire group, modify their fishing practices to pace their catch of the weakest stock. When issuing either request, the Board of Directors will examine the weekly Sector reports compiled by the Sector manager, as well as individual vessel trip reports and aggregate data by gear or region as supplied by the Sector manager to base future decisions on past performance. If the Board does not approve a plan when the 80% threshold has been reached and the Sector is mandated to report daily, the Sector Manager will use his or her discretion to issue stop fishing orders to prevent Sector members from exceeding ACE allocations...

The reporting due date for the sector manager's weekly report will be increased to daily when either 80% of any of the Sector's ACE's are reached, or when, for two consecutive weekly reporting periods 20% or more of the remaining portion any ACE is harvested, whichever occurs first. Thus, for the latter trigger point, if a sector in one week harvests 25% of the remaining ACE for the Gulf of Maine cod for that Sector, and the following week harvests 22% of that ACE, the trigger will have been reached and Sector reporting will be changed to daily.

An alternative threshold for increasing reporting frequency may be implemented during FY 2010 if agreed upon by the Sector and NMFS.

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

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

### **Potential redirection of effort**

The Sector anticipates only minimal redirection of effort from the groundfish fishery to other fisheries. One permit holder that will not fish, but will lease Sector ACE to other Sector Members, will fish for herring on another vessel. A second permit holder that will lease Sector ACE to other Sector Members will fish primarily for lobster. Neither permit holder participated in the groundfish fishery in the past year. Other permit holders who contribute to the Sector's ACE will fish for groundfish in the Sector.

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

Except in the "Safe Harbor" provision detailed in this Exhibit, Sector Members will land their catch in the following primary ports: Jonesport, ME; Beals Island, ME; Milbridge, ME; Winter Harbor, ME; Southwest Harbor, ME; Stonington, ME; Port Clyde, ME; New Bedford, MA; Menemsha, MA; Vineyard Haven, MA; and Sandwich, MA.

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

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



**EXHIBIT G: LIST OF MEMBER FEDERAL PERMITS, AS OF SEPT, 2009**

MRI #	Federal Permit																	Will fish?	
	BLU	BSB	DOG	FLS	HRG	LGC	LO	MNK	MUL	OQ	RCB	SLA	SCP	SF	SKT	SMB	AM		TLF
122	1		1		D		A1	E	A		A				1	3,4		1,D	YES
197	1		1				A1,A3	E	A										YES
206					D		A1		A										YES
283							A1	E	A										YES
522			1				A1	D	A						1	3,4			NO
658	1	1	1	1	D	C	1,A2	D	A	6			1	1	1	1		D	YES
1421	1		1		D		A2		A				1			3,4			YES
1508							A1		A										YES
1518							A1		A										YES
1522	1						A1,AOC	E	A	6	A		1	1	1	3,4		D	YES
1905	1		1				1,A1A	E	A		A				1	4		D	YES
1973					D			E	A										YES
2042	1		1		D		A1	E	A						1			D	YES
2180	1	1	1				A2	E	A						1				YES
2245			1				A1	E	A										YES
2278	1,2	2	1	2	D		A1		A				2			2,3,4			YES
3322	1		1	1			A2		D						1	4			YES
3447	1	1	1		D			E	D		A		1		1	3	4	1,D	YES
3924	1	1					A2	E	D				1		1	4		D	YES

The following permits are not enrolled in the Sector, but are owned by Sector members:

Permit Number	<i>BLU</i>	<i>BSB</i>	<i>DOG</i>	<i>FLS</i>	<i>HRG</i>	<i>LGC</i>	<i>LO</i>	<i>MNK</i>	<i>MUL</i>	<i>OQ</i>	<i>RCB</i>	<i>SLA</i>	<i>SCP</i>	<i>SF</i>	<i>SKT</i>	<i>SMB</i>	<i>TLF</i>	
242611							A1											NO
330867					A		A1											NO



**EXHIBIT H: LIST OF STATE PERMITS BY MRI # FOR MEMBERS WHO WILL FISH, AS OF SEPT, 2009**

**Maine state licenses held by Sector members**

<b>MRI #</b>	<b>Lobster</b>	<b>CFC/CFS: Herring</b>	<b>CFC/CFS: Dogfish</b>	<b>CFC/CFS</b>	<b>Quahog</b>	<b>Scallop</b>	<b>Surf Clam</b>
122							
197							
206	X	X					
283	X			X		X	
522							
1508	X					X	
1518	X			X		X	
1905							
1973							
2042	X	X	X		X	X	
2245	X			X		X	
2278	X	X	X				

**EXHIBIT H: LIST OF MEMBER STATE PERMITS, AS OF SEPT, 2009**

MRI #	Massachusetts State Permit												
	Permit Type	Fish Pot-Conch	Fish Pot-Scup	Fluke	Scup	Sea Bass	Shellfish	Striped Bass	Dogfish	Quahog-Dredge	Horseshoe Crab	Sea Scallop Shucking	Cap-Squid
3322	Coastal Lobster LMA2	X	X	X	X	X	X	X					
1522	Coastal Lobster LMA1			X	X	X	X	X	X				
1421	Boat 0 Ft-59 Ft	X	X			X	X			X			
2180	Coastal Lobster LMA2					X	X	X					
3924	Coastal Lobster LMA2												
658	Coastal Lobster LMA2			X	X	X	X				X	X	X

In addition, one Sector member owns a New York State Corporate license, with fluke and striped bass endorsements.



**EXHIBIT I: MONITORING SERVICE PROVIDER INFORMATION**

*(see attached)*

## EXHIBIT J

### AUTHORIZATION FOR RELEASE OF FISHERIES DATA AND RECORDS

Pursuant to section 402(b)(1)(F) of the Magnuson-Stevens Fishery Conservation and Management Act, 16 U.S.C. § 1881a(b)(1)(F), each Member to this Agreement hereby authorizes the release to The Northeast Coastal Communities Sector (Sector) information regarding the catch of various species of fish associated with the limited access Northeast multispecies permit with the Moratorium Right Identifier (MRI) listed in Exhibit G submitted to the National Marine Fisheries Service in compliance with 50 CFR sections 648.7 and 648.87 that the undersigned has authority to access. This information includes, but is not limited to, vessel trip reports (VTR), dealer reports, and information collected by the Northeast Fishery Observer Program (NEFOP), the Sector dockside monitoring program, and (if applicable) the Sector at-sea monitoring program. *This information shall be used exclusively by the Sector for matters pertaining to Sector management, including record retention requirements. Such information may not be released by the Sector to another entity. When information released to the Sector by the National Marine Fisheries Service is no longer needed for Sector management, it shall be destroyed or returned by the Sector Manager to the undersigned at his or her election. When the undersigned ceases to be a Member of the Sector, this authorization shall be deemed null and void.*