

1 **GB Cod Fixed Gear Sector**
2 **Fishing Year 2014**
3 **FINAL Operations Plan and Agreement**
4

5 *Submitted May 5, 2014 (v6)*
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7

8 This OPERATIONS PLAN AND AGREEMENT (this "Agreement") is entered into
9 as of this 1st day of May, 2014 by and among the permit owners listed on the
10 signature pages hereto and any other permit owners that are admitted
11 pursuant to the terms of this Agreement (each, a "Member" and, collectively,
12 the "Members").
13

14 **RECITALS**
15

16 **WHEREAS**, under Amendment 13 to the Northeast Multispecies Fishery
17 Management Plan (such amendment shall hereinafter be referred to as
18 "Amendment 13" and the plan shall be referred to as the "Plan"), and the
19 regulations promulgated thereunder, a self-selecting co-operative, or "sector,"
20 of fishermen is authorized to submit to the New England Fishery Management
21 Council (the "Council") a proposal for the allocation of catch or effort of a
22 regulated groundfish species to such sector;
23

24 **WHEREAS**, on April 17, 2007, the Members formed a fishery sector through
25 GB Cod Fixed Gear Sector Inc. (the "Sector"), for the purposes of establishing a
26 legally responsible entity (i) to obtain an Annual Catch Entitlement ("ACE") of
27 Georges Bank ("GB") cod from the National Marine Fisheries Service ("NMFS"),
28 as authorized by Framework Adjustment 42, and to sub-allocate such ACE
29 among the Members and/or their permits and vessels, (ii) to participate in
30 Special Access Programs ("SAPs") or other programs in closed areas to the
31 extent that such SAPs or other programs are available to the Sector, and (iii) to
32 take such actions as may be necessary to ensure that the Sector, its Members
33 and their vessels conduct groundfish harvesting activities in compliance with
34 the Plan, Amendment 13, the Magnuson-Stevens Fishery Conservation and
35 Management Act (the "Act"), Framework Adjustment 42, and applicable
36 regulations promulgated by NMFS;
37

38 **WHEREAS**, in connection with the formation of the Sector, the Members
39 entered into that certain Operations Plan and Agreement, dated November 22,
40 2006 (the "Original Agreement");
41

42 **WHEREAS**, on April 9, 2010, Amendment 16 to the Northeast Multispecies
43 Fishery Management Plan ("Amendment 16") authorized new sectors, the
44 allocation of other groundfish stocks to all sectors, and additional exemptions
45 from fishery management regulations; and
46

1 **WHEREAS**, the Members desire to amend and restate the Original Agreement
2 to make certain adjustments thereto and to the Members' obligations
3 thereunder, in order to incorporate changes promulgated by Amendment 16
4 and subsequent NMFS policies, and to account for the circumstances of the
5 2014 Fishing Year ("FY").

6
7 **NOW, THEREFORE**, in consideration of the mutual agreements, covenants,
8 rights and obligations set forth in this Agreement, the benefits to be derived
9 therefrom and other good and valuable consideration, the receipt and
10 sufficiency of which are hereby acknowledged, the parties hereto, intending to
11 be legally bound hereby, agree as follows:

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

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

18
19 Section 1.01. **Sector Qualification.**

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

31
32 Section 1.02. **Eligibility.**

33 To be eligible for participation in the Sector each Member must have been
34 issued a valid limited access multispecies permit with or without documented
35 landings of regulated species between May 1, 1996, and April 30, 2007, which
36 are the 1996 through 2006 fishing years (such period of time shall hereinafter
37 be referred to as the "Qualifying Period"). Those Sector permits that committed
38 to either the Sector or the GB Cod Hook Sector by March 1, 2008 for the 2010
39 FY will qualify with landings of GB cod during FY 1996-FY 2001; all other
40 Sector permits will qualify under the previously-described Qualifying Period.
41 Each such permit which the Member intends to enroll in the Sector is listed
42 below such Member's name on the signature pages and Exhibit B hereto (each,
43 a "Permit"). Notwithstanding the list of Participating Vessels set forth on the
44 signature pages hereto, for purposes of this Agreement, "Participating Vessel"
45 shall mean the vessel to which a Member's Permit applies at any given time.

1
2 Section 1.03. **Organization and Authority.**

3 Each Member (i) to the extent that it is an entity, is duly organized, validly
4 existing and in good standing in its state of organization and (ii) has all
5 authority, corporate or otherwise, to enter into this Agreement on its own
6 behalf and on behalf of the Participating Vessels that it represents. This
7 Agreement constitutes a legally valid and binding obligation of each Member,
8 enforceable against such Member in accordance with its terms. Each of the
9 Members represents that its Participating Vessel(s) and Permit(s) have no
10 sanctions or other restrictions against them that would prevent such
11 Participating Vessels and Permits from enrolling in the Sector and/or
12 complying with the terms of this Agreement.
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15 **Article II. Membership.**

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17 Section 2.01. **Voluntary Membership.**

18 Participation in the Sector is completely voluntary among the Members, their
19 Permits and the related Participating Vessels.
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21 Section 2.02. **Scope of Membership Obligations.**

22 The obligations of the Members set forth in this Agreement shall only apply to
23 the Permits and Participating Vessels and not to any other permits or vessels
24 owned by the Members that are not enrolled in the Sector pursuant to the
25 terms hereof to the extent that such Permits or Participating Vessels are fishing
26 commercially (i) with gear that is capable of harvesting regulated multispecies
27 managed under the Plan. Notwithstanding the foregoing, each Member is
28 required to provide the Manager with the information requested in Exhibit D,
29 including but not limited to a list of all federal and state permits assigned to
30 participating vessels. Sector Members, from time to time, may be permitted to
31 participate in SAPs or any other pilot program, or to access any closures as
32 authorized by NMFS. It may be necessary to expand the scope of the
33 membership obligations hereunder, in order to ensure that the Sector and its
34 Members are in compliance with the rules and regulations. Therefore, the
35 Members hereby agree to execute any amendments or supplements to this
36 Agreement, which may reasonably be requested by the Sector or the Sector
37 Manager in order to comply with the rules and regulations, including, without
38 limitation, any amendments or supplements that expand the scope of the
39 membership obligations hereunder to apply to vessels and/or permits that are
40 not enrolled in the Sector.
41

42 Section 2.03. **Length of Commitment.**

43 Each Member hereby agrees to cause each of its Permits and any related
44 Participating Vessels to remain enrolled in the Sector for the entire fishing year
45 following the date on which such Member enrolled in the Sector (the
46 "Commitment Period"); provided, however, that if NMFS shall not approve the

1 Sector's Operations Plan and Agreement, as the same may be amended, for any
2 fishing year during a Member's Commitment Period, then the obligation of such
3 Member under this Section 2.03 shall terminate on the last day of the last
4 fishing year for which the Sector's Operation Plan and Agreement shall have
5 received approval from NMFS. Each Member further agrees that if its Permit
6 leaves the Sector for any reason during the Commitment Period, (i) such
7 Member shall be subject to penalties as described on the Schedule of Penalties
8 (as hereinafter defined) and (ii) such Member, its Permit, any permit in which
9 the Member has a business interest, and the related Participating Vessel shall
10 be ineligible to participate in the Sector for a period of five (5) years following
11 the date of such departure from the Sector. This provision should be
12 considered exclusive to the administration of the Sector and would therefore
13 not be subject to NMFS enforcement.

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15 Each Member acknowledges and agrees that 50 CFR 648.87 requires that each
16 of its Permits and the related Participating Vessels must remain in the Sector
17 for the entire fishing year in which such Permits and/or Participating Vessels
18 are enrolled in the Sector, and that each Member's Participating Vessels may
19 not fish outside the Sector under a multispecies DAS program during any
20 fishing year in which its Permits and/or Participating Vessels are enrolled in
21 the Sector. Notwithstanding the foregoing requirements, a Member that
22 executes this Agreement prior to the time the final Annual Catch Entitlement
23 ("ACE") is provided to the Sector by NMFS, may terminate the Agreement
24 without penalty within fourteen (14) days of the initial ACE has been
25 promulgated by NMFS and/or the Council unless otherwise prohibited by
26 Sector policy. This provision should be considered exclusive to the
27 administration of the Sector and would therefore not be subject to NMFS
28 enforcement.

29

30 Section 2.04. **New Members.**

31 The owner of a permit that is eligible under the criteria set forth in Section 1.01
32 and 1.02 hereto, but that is not enrolled as a Member (and/or whose permit is
33 not so enrolled) may apply to the Board (as hereinafter defined) for membership
34 in the Sector. Such application shall be made in writing and shall include
35 evidence of eligibility. The Board shall, in its reasonable discretion, determine
36 whether the applicant shall be admitted as a Member of the Sector and/or its
37 permit included as a Permit. Notwithstanding the foregoing, no such
38 admission shall be effective until such new Member has agreed in writing to be
39 bound by, and to cause its Permit and/or Participating Vessel to comply with,
40 the terms of this Agreement, and until the provisions of this Agreement shall
41 have been amended or modified to reflect such additional Member, Permit
42 and/or Participating Vessel. This provision should be considered exclusive to
43 the administration of the Sector and would therefore not be subject to NMFS
44 enforcement.

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46 Section 2.05. **Permit Transfers.**

1 Each Member agrees that so long as it is a party to this Agreement, such
2 Member (i) shall not have the authority to sell, lease or transfer the ownership
3 of its Permit to a party that is not or does not agree in writing to be bound by
4 this Agreement for the remainder of the fishing year in which such sale, lease
5 or transfer is to occur, (ii) shall not transfer, lease or assign any DAS allocated
6 to its Permit by NMFS to any permit not enrolled in an approved sector, and (iii)
7 shall comply with the right of first refusal provisions of Section 2.06 hereof
8 prior to the consummation of any proposed sale, lease or transfer permitted
9 hereunder. To the extent that a Member sells, leases or transfers its Permit to
10 another individual or entity (a "Transferee") in compliance with the foregoing
11 sentence, then (a) such Transferee shall only be permitted to participate in the
12 Sector for the remainder of the fishing year in which the transfer occurred (the
13 "Transfer Year") and (b) prior to the commencement of the fishing year
14 immediately following the Transfer Year, the Transferee must apply for
15 admission to the Sector pursuant to the provisions of Section 2.04 hereof in
16 order to be admitted to the Sector as a Member. For the avoidance of all doubt,
17 for the purposes of calculating a Member's Commitment Period under Section
18 2.03 hereof, no portion of a Transfer Year shall be included in such calculation.
19

20 Section 2.06. **Right of First Refusal – Permanent Permit Transfer.**

21 In the event that any Member (a "Transferring Member") at any time proposes
22 to sell, transfer or lease (a "Transfer") its Permit to any proposed Transferee
23 who shall make a good faith, bona fide written offer therefore (a "Bona Fide
24 Offer"), then the Transferring Member shall first deliver to the Sector a written
25 notice ("First Refusal Notice") that the Transferring Member proposes to make
26 such Transfer, which First Refusal Notice shall (i) state the identity of the
27 prospective Transferee, (ii) state the amount of consideration for the Permit and
28 the material terms and conditions upon which the proposed Transfer is to be
29 made (the date on which the Sector receives the First Refusal Notice being the
30 "First Refusal Notice Date"), (iii) represent that the Bona Fide Offer is an actual
31 bona fide offer, and (iv) include a copy of any written proposal, letter of intent
32 or other agreement relating to the Bona Fide Offer. The Sector shall have a
33 period of 5 business days following the First Refusal Notice Date (the "Election
34 Period") in which to elect to purchase or lease the Permit at the price and
35 subject to the same material terms and conditions set forth in the First Refusal
36 Notice. The Sector shall exercise its right to purchase or lease such Permit by
37 delivering a written notice ("Election Notice") to the Transferring Member within
38 the Election Period. In the event that the Sector desires to purchase the Permit,
39 then the parties shall schedule a closing for the payment for, and the delivery
40 of, the Permit, which shall be no later than 90 calendar days after the First
41 Refusal Notice Date. The Transferring Member agrees to enter into and deliver
42 an agreement for the benefit of the Sector, containing standard and customary
43 representations, warranties, covenants and indemnities by the Transferring
44 Member for the benefit of the Sector. If the Sector has not elected to purchase
45 the Permit within the Election Period, then the Transferring Member is free to
46 Transfer the Permit to the Transferee; provided that such Transfer is on the

1 terms and conditions specified in the First Refusal Notice. If the proposed
2 Transfer is not consummated within 90 calendar days following the
3 termination of the Election Period, the Transferring Member may not Transfer
4 the Permit without complying again with all the provisions of Section 2.05 and
5 this Section 2.06. This provision should be considered exclusive to the
6 administration of the Sector and would therefore not be subject to NMFS
7 enforcement.

8
9 Section 2.07. **Membership Dues.**

10 The Sector shall, to the extent necessary for the payment of the costs and
11 expenses associated with the administration and management of the Sector
12 (including but not limited to the payment of the Manager’s salary and payment
13 of outstanding loans and debts), require the payment by the Members of
14 annual membership dues and/or poundage fees. Such annual membership
15 dues and/or poundage fees shall be fixed by resolution of the Board prior to
16 the commencement of the applicable fishing year or at such other time as the
17 Board may deem necessary or appropriate. This provision should be
18 considered exclusive to the administration of the Sector and would therefore
19 not be subject to NMFS enforcement.

20
21 Section 2.08. **Disclosure Agreement.**

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

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41 All confidential Sector data may be released to the Sector Manager.

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44 **Article III. ADMINISTRATION**

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46 Section 3.01. **Sector Manager.**

1 The Board of Directors (the “Board”) of the Sector shall appoint a manager of
2 the Sector (the “Manager”), which Manager shall have the authority to manage
3 the day-to-day business of the Sector and to act as its designated agent for
4 service of process. The Sector plans to maintain Claire Fitz-Gerald as Manager
5 for FY2014.

6
7 Section 3.02. **Manager Authority.**

8 The Manager shall have the authority (i) to monitor the activities of the
9 Members and the Participating Vessels and to take such other actions as may
10 be necessary to ensure compliance by the Members and their Permits and
11 Participating Vessels with this Agreement and other Sector requirements as
12 may be adopted under the terms of this Agreement or the Sector’s Bylaws, as
13 well as applicable laws, rules and regulations, and (ii) subject to the authority
14 of the Board or a committee delegated thereby pursuant to Section 3.03 of this
15 Agreement, the Sector’s Bylaws or any other agreement relating to the Sector’s
16 internal governance, to enforce this Agreement, including specifically, without
17 limitation, the authority to impose penalties set forth in the Schedule of
18 Penalties (as hereinafter defined). The Manager shall also act as the liaison
19 between NMFS and the Sector.

20
21 Section 3.03. **Infractions Committee.**

22 The Board shall appoint an Infractions Committee (the “Committee”) to ensure
23 fair, consistent and appropriate enforcement of this Agreement, the Harvesting
24 Rules, the DAS (as hereinafter defined) requirements set forth on Exhibit C
25 hereto, the Plan, the Framework Adjustment and other Sector requirements as
26 may be adopted under the terms of this Agreement or the Sector’s Bylaws. The
27 Committee shall be comprised of five (5) Members of the Sector. Board
28 members shall not be eligible for appointment to the Committee. The
29 Committee shall prepare and recommend to the Board for its approval a
30 schedule of penalties, which shall be similar in form to Exhibit A hereto (the
31 “Schedule of Penalties”), for any unauthorized fishing activities (whether under
32 applicable laws, rules and regulations or otherwise) and for violations of this
33 Agreement, the Harvesting Rules, the DAS (as hereinafter defined)
34 requirements set forth on Exhibit C hereto, the Plan, the Framework
35 Adjustment and other Sector requirements as may be adopted under the terms
36 of this Agreement or the Sector’s Bylaws. The Board shall review and approve
37 any Schedule of Penalties prepared and recommended by the Committee prior
38 to the commencement of the fishing year for which such Schedule of Penalties
39 has been prepared. If such a decision is not made prior to the start of the
40 fishing year, the previous year’s Schedule of Penalties will remain in place. In
41 addition, the Committee, on its own or at the request of a Manager or Member
42 pursuant to Section 3.04 hereof, shall have the authority to take any number
43 of enforcement measures against the Members for the non-payment of
44 membership dues and/or poundage fees. Such enforcement measures may
45 include requesting expulsion of the violating Member under Section 7.02 and
46 issuing a “stop fishing” order against such Member.

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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 or at a time determined by NMFS, 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

1 requested by the Regional Administrator.

2
3 In addition to the annual report, the Manager or his designee shall, on a
4 weekly, or daily, basis, transmit to NMFS the following reports:

5
6 Sector Manager ACE Status Report: The ACE Status Report provides the means
7 for sector managers to report their ACE status calculations. This allows NMFS
8 to cross-check totals, as stipulated in Amendment 16. Additionally, the Sector
9 Manager Daily ACE Status Report provides the means for sector managers to
10 report their ACE status calculations on a daily basis if the “trigger point”
11 (threshold) has been reached in the current fishing year (see below).

12
13 Sector Manager Detail Report: The Sector Manager Detail Report provides
14 information down to the sub-trip level about each sector trip for a given week,
15 regardless of the completeness of the data. The information includes stock,
16 gear, mesh categories, landing amounts, discards, and total catch.

17
18 Sector Manager Trip Issue Report: The Sector Manager Trip Issue Report
19 provides information about sector trips for a given week that have enforcement
20 or other issues. Weekly reports must include any enforcement or reporting
21 compliance issues, including violations of Operations Plans (exclusive of defined
22 administrative provisions), violations of regulations, or general problems with
23 monitoring or sector operations during the reporting period. The Sector Manager
24 Trip Issue Report allows the sector to briefly describe to NMFS any enforcement
25 or reporting compliance issues, violations of sector operations plan and
26 regulations, and general problems with monitoring or sector operations during
27 the reporting period. The sector manager submits one Issue Report per
28 reporting period.

29
30 The NMFS JIRA issue tracking application should be used to report all data
31 quality issues to the appropriate personnel for research and correction
32 activities. Provided the issues are directed to the appropriate personnel in a
33 timely manner and that claimed corrections are actually completed to the
34 satisfaction of the Sector, JIRA may allow issues to be well-monitored
35 throughout the correction process.

36
37 Such administrative provisions include but are not limited to internal Sector
38 reporting and financial requirements, and general violations of internal Sector
39 agreements/policies.

40
41 The reporting frequency for the Sector Manager’s ACE Status Report will be
42 increased to daily when 90% of any of the Sector’s ACEs is reached. The Sector
43 Manager, or a designated representative, must notify NMFS immediately by
44 email if the threshold that triggers daily reporting has been reached. During
45 the period when a sector has reached or exceeded 90% of any of its ACEs, a
46 daily ACE Status Report must be submitted only on a day when a member

1 vessel lands, or when the sector engages in an ACE transfer of a stock that is
2 exceeding the 90% threshold. An alternative threshold for increasing reporting
3 frequency may be implemented during FY 2014 if agreed upon by the Sector
4 and NMFS. The Sector Manager, or a designated representative, must notify
5 NMFS immediately by email if 100% of any ACE is achieved or exceeded. In
6 the event that any of the Sector's ACEs are reached, the Sector Manager will
7 issue a "stop fishing" order against all Members for the appropriate Broad
8 Stock Area until such time as more ACE can be acquired.

9
10
11 The Manager will submit required reports using the format and procedure
12 prescribed by NMFS.

13
14 More detailed information on the requirements for the weekly reports can be
15 found in the Fisheries Data Services Division (FDSD) Publication: "Preparing
16 the Sector Manager Report," available online at
17 www.nero.noaa.gov/sfd/SectorManagers.html

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19
20 **Section 3.06. Inshore Gulf of Maine (GOM) Declaration Program.**

21 Contingent upon implementation and enforcement of this provision by 100% of
22 the additional approved sectors in FY2014, Members agree to the following:

- 23 1. For the purpose of this declaration, the portion of Broad Stock Area
24 (BSA) 1 West of 70:15 to the shoreline north to the Maine Coast and
25 South to Cape Cod would be defined as "Inshore GOM."
- 26 2. When an observer/monitor is onboard:
 - 27 o The Members may declare and fish in all Broad Stock Areas
28 (BSAs), including the portion of BSA1 defined as the Inshore GOM
29 defined in this section, and fishing activity may occur in any
30 declared BSA.
- 31 3. When an observer/monitor is not onboard:
 - 32 o If the Members intend to fish West of the 70:15 in the area
33 described above as the Inshore GOM, at any time during the trip,
34 the Member must declare BSA 1 only, and the Member may not
35 conduct any fishing activity outside of the area defined as BSA 1
36 for the entire trip.
 - 37 o If the Member declares more than one BSA on the trip, the Member
38 is prohibited from conducting fishing activity West of the 70:15 in
39 the area described above as the Inshore GOM and the Member
40 must indicate acknowledgement of this restriction by transmitting
41 a Trip Start Hail, through their VMS unit or third party software,
42 and check the "b. Inshore Gulf of Maine" from the list of Sector
43 Ops Plan Provisions in the Trip Start Hail.

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46 **Article IV. ANNUAL CATCH ENTITLEMENT / QUOTA MONITORING.**

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2 Section 4.01. **Sector Allocation.**

3 The Sector will be allocated an ACE of all regulated groundfish stocks pursuant
4 to Amendment 16. Such allocation shall include stocks that are managed
5 under the terms of the US/CA Resource Management Understanding
6 (“EUSCA”), as applicable. For those permits that committed to the Sector as of
7 March 1, 2008, the proportional Sector ACE will be calculated based on
8 landings of GB cod during the period FY 1996-FY 2001, divided by the total
9 landings of GB cod during that period. For all other Sector permits, the
10 proportional ACE will be calculated based on the landings of GB cod during the
11 period FY 1996-FY 2006, divided by the total landings of GB cod during that
12 period but proportionately reduced by the amount of the permits that received
13 PSCs based on landings of GB cod during the period FY 1996-FY 2001. Sector
14 ACE for additional groundfish stocks (i.e. not GB cod) allocated by Amendment
15 16 will be based on the landings history of each permit during the time period
16 FY 1996-FY 2006.

17
18 Section 4.02. **Annual Distribution.**

19 Each Member hereby acknowledges and agrees that the ACE of all stocks, as
20 authorized by Amendment 16, the Framework Adjustment and NMFS to the
21 Sector, shall be harvested in accordance with the Harvesting Rules, which are
22 set forth as Exhibit C hereto. Each Member agrees to, and agrees to cause its
23 Participating Vessels to, exercise all commercially reasonable efforts to (i) assist
24 in harvesting an amount of regulated groundfish stocks allocated by
25 Amendment 16 equal to, but not greater than, the ACE for each stock, as
26 further set forth on Exhibit C, unless additional ACE can be acquired, and (ii)
27 to comply with all of the other Sector requirements set forth on Exhibit A and
28 Exhibit C hereto. If at any time during the fishing year the Board determines
29 that the ACE may not be fully harvested, the Board shall, subject to the
30 provisions of Section 4.02, redistribute the ACE, through weekly quota targets
31 or otherwise, to ensure that the ACE is fully harvested. In addition, to the
32 extent that the ACE is adjusted upward or downward after the commencement
33 of any fishing year, whether by the authority of NMFS, by framework
34 adjustment or by other regulatory action, the Board shall have the authority to
35 redistribute the adjusted ACE through DAS, weekly quotas or otherwise, to
36 ensure that the adjusted ACE is properly harvested by the Members.

37
38 Prior to the commencement of the FY, the Board shall make an initial
39 distribution of the Sector’s ACE to Members based on the Members’ fishing
40 history. After the initial allocation of individual ACE is made, and at any time
41 during the fishing year, Members are free to pool, transfer, or lease any ACE
42 attributed to their Permit(s) to any other Member subject to advance approval
43 of Manager. Such requests shall be made in writing to the Manger in a timely
44 manner. This provision should be considered exclusive to the administration
45 of the Sector and would therefore not be subject to NMFS enforcement.

1 Members with or without ownership interests in multiple Permits may
2 consolidate individual ACE to harvest from a single or fewer vessels. Such
3 consolidation shall be approved by the Manager prior to validation, and
4 requests shall be made to the Manager in a timely manner. ACE from Vessels
5 designated as “Lease Only” (Exhibit D) may be leased by Vessels designated as
6 “Active Commercial Groundfish.” Vessels that plan to target species other than
7 allocated groundfish (i.e. Spiny Dogfish, Winter Skate) may redistribute ACE to
8 those Vessels that plan to target allocated groundfish, while maintaining
9 enough ACE to cover actual and assumed non-target interactions.

10
11 In FY2013, approximately 26% of the permits enrolled in the Sector for FY2014
12 are attached to vessels actively fishing for NE multispecies. For FY2014, the
13 Sector has 110 permits currently enrolled. Of those permits, 29 or 26% are
14 anticipated to actively fish for NE groundfish in FY 2014. While these numbers
15 may change, the Sector expects that, compared to FY 2013, there would be
16 little to no change from the consolidation that previously occurred among
17 Members during FY2013. The member permits that are not attached to active
18 NE multispecies vessels in FY2014 are the same permits that leased out their
19 ACE in FY2013. In most cases, a Member who owns multiple permits fished
20 the ACE (or DAS if in the Common Pool) of all those permits on a single hull
21 and will now continue to fish the ACE contributed by all those permits on the
22 same single hull, resulting in little-to-no additional consolidation.

23
24 Section 4.03. **Reserve.**

25 Each Member agrees that the Board shall, in its sole discretion, establish a
26 reserve for each allocated stock in order to ensure that the Sector remains in
27 compliance with its ACE limits; provided, however, that such reserves shall not
28 exceed twenty (20) percent of any ACE. The amount of the reserve shall be
29 deducted at the beginning of the fishing year from each Member’s permit on a
30 pro rata basis once ACE has been distributed to the Members. This provision
31 should be considered exclusive to the administration of the Sector and would
32 therefore not be subject to NMFS enforcement.

33
34 Section 4.04. **Release of Reserve.**

35 If the Board, subsequent to the establishment of a reserve pursuant to Section
36 4.03 hereof, determines that the ACE, as adjusted pursuant to Section 4.03,
37 will be fully harvested by the Participating Vessels, the Board shall, at its
38 discretion, release and authorize the harvesting of the reserve so as not to
39 exceed the ACE for any species unless additional ACE can be acquired. This
40 provision should be considered exclusive to the administration of the Sector
41 and would therefore not be subject to NMFS enforcement.

42
43 Section 4.05. **ACE Transfer.**

44 Members acknowledge that ACE transfer from the Sector to another sector will
45 only be carried out in a manner authorized by NMFS and in accordance with
46 this Agreement. If a Member seeks to transfer ACE attributed to its permit to

1 another sector, that Member shall submit an ACE transfer request to the
2 Manager at least seven (7) days in advance of the desired transfer
3 date. Transfer requests to be completed sooner than seven (7) days may be
4 accepted by the Manager and approved on a case-by-case basis. Such transfer
5 request must receive approval of the Board and will only be transmitted to
6 NMFS after such Board approval. An ACE transfer from the Sector will only be
7 finalized after NMFS approval and all parties are notified. Any ACE transfer
8 must adhere to any internal transfer policies, including but not limited to a
9 Right of First Refusal policy, as approved by the Board. This provision should
10 be considered exclusive to the administration of the Sector and would therefore
11 not be subject to NMFS enforcement.

12

13 Section 4.06. **ACE Carryover.**

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

19

20 Section 4.07. **ACE Overage.**

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

29

30 An ACE overage is defined as the catches by Sector vessels that exceed the ACE
31 possessed by the Sector after considering all ACE transfers that take place for
32 the current FY (including those that occur up to 2 weeks into the following FY,
33 as allowed by the NMFS ACE transfer provisions).

34

35 The Member is responsible for preventing individual ACE overages during the
36 fishing year. The Member must cease all fishing operations in the appropriate
37 stock area when the Member achieves or exceeds any ACE, unless otherwise
38 determined by the Board. The Member may acquire additional ACE to resume
39 fishing in that stock area and to avoid an ACE deduction for the following
40 fishing year. If any Member exceeds its allocation of ACE, it may be subject to
41 penalties in accordance with Exhibit A and may have its future allocation
42 reduced by an amount equal to the overage or more. This provision should be
43 considered exclusive to the administration of the Sector and would therefore
44 not be subject to NMFS enforcement.

45

46 If a Member that causes the Sector to exceed any ACE leaves the Sector the

1 following year, any reduction in the Sector’s ACE or reduction in DAS will
2 follow that Member’s permits that left the Sector in the form of DAS reductions
3 if the Member joins the Common Pool, or pound-for-pound ACE reduction in a
4 new sector. Additional penalties may also be invoked by the Board in
5 accordance with Exhibit A.

6
7 NMFS will withhold 20 percent of each ACE at the beginning of the fishing year
8 for a period of 61 days to allow time to process any year-end transfers of ACE
9 and to determine whether any reductions in ACE are necessary due to overage
10 in the previous year, unless otherwise determined by NMFS.

11
12 Section 4.08. **Available ACE.**

13 For a Member to be able to fish commercially with any gear capable of
14 harvesting regulated groundfish species, both the Member and the Sector must
15 have available ACE. Alternately, the Member may draft an internal ACE trade
16 agreement with another Member to “cover” harvested ACE. This provision
17 should be considered exclusive to the administration of the Sector and would
18 therefore not be subject to NMFS enforcement.

19
20 Further, ACE must be available to account for interactions with allocated
21 regulated groundfish stocks in non-target fisheries in which groundfish catch
22 applies to the Sector’s ACEs, including directed monkfish and skate trips,
23 which are likely to be taken by Members. All monitoring and reporting
24 requirements will be maintained in non-target fisheries to account for available
25 ACE.

26
27 Section 4.09. **Discards.**

28 The Sector Manager (or his/her designated representative) will derive stock-
29 specific discards for each trip. If the trip is observed by either an at-sea
30 monitor or a Northeast Fisheries Observer Program (NEFOP observer), discards
31 will be derived based on data collected during that trip and will account for all
32 hauls (observed and unobserved) on that trip. If the trip is not observed,
33 discards will be derived using the NMFS-provided discard rate resulting from
34 the NMFS method to estimate “in-season” discard rates, which may not include
35 data from research trips or Sector trips using certain exemptions.

36
37
38 **Article V. VESSEL OPERATIONS AND EXEMPTIONS / GEAR**
39 **REQUIREMENTS.**

40
41 Section 5.01. **Proof of Sector Membership.**

42 Each Member agrees that its Participating Vessels shall maintain on-board at
43 all times a Letter of Authorization from NMFS verifying such Participating
44 Vessels’ participation in the Sector, contact information for the Manager, and a
45 copy of the Operations Plan and Agreement in effect for the current fishing
46 year, except when such Participating Vessels are fishing as charter/party

1 vessels.

2

3 Section 5.02. **Gear Restrictions.**

4 Each Member agrees that its Participating Vessels shall not fish for regulated
5 groundfish species with any gear other than rod-and-reel/(jigs), demersal
6 longline, handgear, sink gillnets, or otter trawl.

7

8 Section 5.03. **Stock Areas.**

9 Each Member agrees that it shall not fish commercially with gear that is
10 capable of harvesting regulated groundfish species unless the Member has
11 available ACE for all stocks for the area being fished or such an agreement as
12 mentioned above. To the extent that ACE availability allows, Sector members
13 would fish within the entire range of the Northeast Multispecies Complex – the
14 Gulf of Maine Regulated Mesh Area (RMA), the Georges Bank RMA, and the
15 Southern New England RMA. Primary fishing effort would occur in the Georges
16 Bank RMA, with secondary effort occurring in the Gulf of Maine RMA and
17 Southern New England RMA.

18

19 Section 5.04. **Operators.**

20 Each Member agrees to ensure that any operators of its Participating Vessels
21 fully comply with the obligations and restrictions set forth in this Agreement as
22 they may be modified from time to time by the Board. Each Member further
23 agrees to accept responsibility hereunder for the actions of any such operators
24 that result in a violation of this Agreement. This provision should be
25 considered exclusive to the administration of the Sector and would therefore
26 not be subject to NMFS enforcement.

27

28 Section 5.05. **Designated Landing Ports.**

29 To enable the Members and the Manager to monitor, observe and verify
30 catches, each Member agrees that each of its Participating Vessels will offload
31 catch in the following designated ports:

- 32 • Provincetown, MA;
- 33 • Aunt Lydia's Cove, Chatham, MA;
- 34 • Stage Harbor, Chatham, MA;
- 35 • Saquatucket Harbor, Harwich, MA;
- 36 • Allen's Harbor, Harwich, MA;
- 37 • Wychmere Harbor, Harwichport, MA;
- 38 • Sesuit Harbor, Dennis, MA;
- 39 • Gloucester, MA;
- 40 • Barnstable Harbor, Barnstable MA;
- 41 • Hyannis, MA;
- 42 • Plymouth Harbor, Plymouth, MA;
- 43 • Sandwich, MA;
- 44 • Scituate, MA;
- 45 • Portland, ME.

1
2 Section 5.06. **Landing Port Exceptions.**

3 Landings in ports, remote or otherwise, other than those listed in Section 5.05
4 hereof are permitted on a temporary, case-by-case basis, for the purpose of
5 promoting safety at sea and protecting vessel and crew. Should a Member
6 need to enter port somewhere other than a designated landing port, the
7 Member shall contact the Manager through email or phone as soon as it is safe
8 to do so. The Manager shall notify NMFS via email of all landing port
9 exceptions, which would include but would not limited to the number landing
10 port exemptions granted to a vessel more than one time per month and the
11 anticipated timeframe for which landing port exemptions are to be granted if
12 that timeframe is greater than two days, including until further notice.

13
14 Section 5.07. **Observed Offloading.**

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

20
21 Section 5.08. **Advanced Notice of Offloading.**

22 Vessels shall notify the Manager and/or NMFS Office of Law Enforcement
23 (“OLE”) through the vessel’s Vessel Monitoring System (“VMS”) or other means
24 at least 6 hours prior to landing for trips greater than 6 hours in length. For
25 trips less than 6 hours in length or occurring within 6 hours of port, the
26 estimated time of arrival to port will be provided in the trip start hail, if
27 required. The trip end hail will be sent upon completion of the last tow or haul
28 with required updated information. An alternative timing for the trip end hail
29 may be implemented during FY2014 if agreed upon by the Sector, the
30 monitoring provider, and NMFS.

31
32 Section 5.09. **Redirection of Effort.**

33 The Members acknowledge that redirection of fishing effort onto stocks not
34 managed under the Plan may occur as a result of insufficient ACE for a
35 directed fishery on regulated groundfish species, and/or additional
36 opportunities to target an abundance of non-regulated-groundfish species.
37 Any redirection of effort into other fisheries where non-specified gear is used
38 will be closely monitored throughout the year and reported in the Annual
39 Report. Through the reporting requirements contained in this Agreement, the
40 Manager will monitor any redirection of effort that may occur and include that
41 information in the Manager's reports to NMFS. Members that violate this
42 provision will be subject to penalties in accordance with Exhibit A.

43
44 During FY2010-FY2012 and the first quarter of FY2013, Sector vessels
45 primarily reliably participated in the following non-regulated-groundfish
46 fisheries:

- Monkfish (extra-large mesh sink gillnets)
- Winter Skates (extra-large mesh sink gillnets)
- Spiny dogfish (large mesh sink gillnets and demersal longline)

During FY2014, the Fixed Gear Sector anticipates similar, if not increased participation in the above-mentioned non-regulated-groundfish fisheries. This redirection of effort has been generally attributed to substantially decreased abundance and access to traditional groundfish resources, along with increased abundance and access to the above-mentioned resources.

Section 5.10 **Exemptions.**

All sectors will be universally exempt from the following regulated groundfish management measures approved in Amendment 16:

- **Trip limits on all stocks for which a sector receives an ACE (except halibut, ocean pout, windowpane flounder, and Atlantic Wolffish).**
- **Seasonal closed areas (at present, the only seasonal closure is in May on Georges Bank).**
- **All groundfish DAS restrictions.**
- **Rolling closures except for Blocks 124 and 125 in April, Blocks 132 and 133 in April-May, Block 138 in May, Blocks 139 and 140 in May-June, and Blocks 145, 146, 147, and 152 in June.**
- **Additional mortality controls adopted by Amendment 16.**
- **Requirement to use 6.5-inch mesh in the codend in haddock separator trawl/Ruhle trawl when targeting haddock in the Georges Bank RMA.**

The Sector will further be exempt from the following regulated groundfish management measures (approved at the commencement of FY2011):

1. **120-Day Block Requirement Out of the Fishery for Day Gillnet Vessels.**
2. **20-Day Spawning Block.**
3. **Limitation on the Number of Gillnets for Day Gillnet Vessels (which does not apply in Blocks 124 and 125 in May, and Blocks 132 and 133 in June.**
4. **Prohibition on a Vessel Hauling Another Vessel's Gillnet Gear.**
5. **Limitation on the Number of Gillnets that May be Hauled on GB when Fishing Under a Groundfish/Monkfish Days-at-Sea (DAS).**
6. **Limitation on the Number of Hooks that May be Fished.**
7. **Length and Horsepower Restrictions of the DAS Leasing Program.**
8. **Prohibition on discarding unmarketable fish.**
9. **Submission of Daily Catch Reports by Sector Managers for Vessels that Fish in the CA I Hook Gear Haddock SAP.**
10. **Gear requirements in the USCA Management Area.**

1 **11. Vessel Monitoring System Requirements when a Vessel is at the**
2 **Dock.**
3

4 The Sector will additionally be exempt from the following regulated groundfish
5 novel management measures (approved for FY 2012 and published in the
6 Federal Register on May 2, 2012):
7

8 **12. Prohibition on Fishing Inside and Outside the CAI Hook Gear**
9 **Haddock SAP while on the same trip.**

10 **13. Prohibition on a Sector Vessel Hauling Another Sector Vessel's**
11 **Hook Gear.**

12 **14. The requirement to declare intent to fish in the EUSCA SAP and**
13 **the CAII Yellowtail Flounder/Haddock SAP prior to leave the**
14 **dock.**
15

16
17 The Sector will additionally be exempt from the following regulated groundfish
18 novel management measures approved in FY2013:

19 **15. Seasonal Restrictions of the Eastern US/Canada Haddock SAP**

20 **16. Seasonal Restrictions of the CA II Yellowtail Flounder/Haddock**
21 **SAP**

22 **17. Prohibition on groundfish trips in the Nantucket Lightship Closed**
23 **Area (see Exhibit H)**

24 **18. Sampling Exemption**

25 a. The Sector seeks continued approval of the exemption to
26 temporarily possess un-landable and undersized fish for
27 research purposes.

28 b. In past years, the Sector has used the Sampling Exemption to
29 participate in a variety of research projects intended to
30 advance understanding of the life histories and population
31 dynamics of commercial stocks.

32 c. In FY2013, 5 Members (listed below) participated in a project to
33 collect biological data and tag Atlantic Halibut throughout the
34 entire range of the Northeast Multispecies Complex- the Gulf of
35 Maine RMA and Georges Bank RMA. This project has been
36 extended to continue through FY2014 and, as such, requires
37 continued approval of the Sampling Exemption.

38 1. Eric Hesse, Chatham, MA: F/V Tenacious II

39 2. Bruce Kaminski, Chatham, MA: F/V Never Enough

40 3. Peter Taylor, Harwich, MA: F/V Sea Hound

41 4. Greg Walinski, Dennis Port, MA: F/V Alicia Ann

42 5. William Amaru, Chatham, MA: F/V Joanne III

43 d. The Sector wishes to retain this exemption to support this
44 ongoing project as well as future research projects.
45
46

1
2 Similar to FY2013, the Sector expects the opportunity to incorporate any
3 approved exemption granted to other sectors that may not appear on this list,
4 prior to the start of FY2014. Furthermore, the Sector expects any approved
5 exemption requested by the Sector be made available to other sectors that
6 agree to adhere to such regulations.
7

8 Upon approval, each Sector Vessel will be issued an LOA specifying the
9 exemptions granted. Vessels must comply with all requirements stipulated in
10 the LOA and all applicable Federal Regulations and laws not specifically
11 exempted in the LOA.
12

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

14 Sector Members may participate in SAPs or any other pilot/EFP/LOA program,
15 or special management programs as authorized by NMFS as long as the Sector
16 has available ACE.
17
18

19 **Article VI. CATCH MONITORING AND VERIFICATION (AT-SEA); CERTAIN**
20 **OTHER MEMBERSHIP REQUIREMENTS.**
21

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

23 Each Participating Vessel must notify the Manager, his designated
24 representative, and/or an approved Monitoring Vendor via email, other
25 electronic means, or other means if necessary prior to departing from port on a
26 commercial fishing trip when commercial fishing with gear capable of
27 harvesting regulated groundfish unless otherwise exempted. Such notification
28 shall include vessel name, permit number, and any other information as
29 determined by the Manager. In accordance with and defined by Amendment
30 16, all Sector vessels will also be required to make a declaration to NMFS via
31 VMS prior to departing port identifying whether they intend to fish in one broad
32 reporting area or multiple reporting areas. Vessels that fish in multiple areas
33 will be required to provide additional daily reports to NMFS as required by
34 Amendment 16. Each Participating Vessel must notify the Manager, his
35 designated representative, and/or an approved Monitoring Vendor via email,
36 other electronic means, or other means if necessary in accordance with Section
37 5.08 hereof with species-specific landings, and any other information as
38 requested by NMFS.
39

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

41 To enable each Member and the Sector to monitor the Members' compliance
42 with this Agreement, each Member agrees to report each of its Participating
43 Vessels' entire catch on a landing-by-landing basis, by providing the Manager
44 with a copy of the official Vessel Trip Report, Electronic Vessel Trip Report
45 ("EVTR"), or other reporting document authorized by NMFS within 24 hours, or

1 as soon as possible thereafter, of offloading retained catch or prior to departing
2 on a subsequent trip, whichever occurs first, in the form and manner
3 prescribed by the Manager. The Members agree that these records shall be
4 maintained by the Manager. The Manager shall, upon the request of any
5 Member or NMFS, provide such Member or NMFS with the Sector's aggregate
6 catch information that is generated from such records.
7

8 Section 6.03. **Dealer Reporting.**

9 Each Member agrees to (i) sell the catch of its Participating Vessels only to a
10 dealer licensed under the Plan by NMFS and (ii) cause any such dealer to
11 provide the Manager with a copy of the official dealer weigh out slip, access to
12 an electronic copy of these data on a weekly basis, and a paper copy of the
13 pack-out slip within 24 hours, or as soon as possible thereafter, of offloading
14 retained catch unless otherwise noted by the Manager (This provision should
15 be considered exclusive to the administration of the Sector and would therefore
16 not be subject to NMFS enforcement). Each Member further acknowledges and
17 agrees that (a) it is responsible for ensuring timely dealer reporting in
18 accordance with the provisions of this Section 6.03 and (b) failure of the dealer
19 to timely deliver the reports for a Member's Participating Vessel in accordance
20 with this Section 6.03 shall be deemed a breach of this Agreement by such
21 Member. It is the responsibility of the Member to ensure that a dealer is
22 licensed and Member shall provide evidence of such licensure to Manager upon
23 request.
24

25 Section 6.04. **Catch Verification.**

26 The Manager shall, and each Member shall ensure that the Manager does
27 compare, verify and validate each Participating Vessel's catch records with the
28 dealer reports for such Participating Vessel on a continuing and frequent basis
29 if the Members maintain compliance with Section 6.02 and 6.03 if requested by
30 the Members. If the Member or Manager identifies a discrepancy between these
31 or any other available catch verification data, both parties shall seek to resolve
32 the discrepancy. If the Manager is unable to satisfactorily reconcile the catch
33 records, he shall notify the Committee of the discrepancy for its consideration
34 and resolution. Each Member further agrees to cooperate fully with any
35 requests for information or data that are made by the Manager or the
36 Committee in an effort to resolve such discrepancy in a timely manner.
37

38 Section 6.05. **Monitoring Vendors.**

39 The following Monitoring Vendors may be candidates for administering the
40 Sector's ASM Programs in FY2014, should they be approved by NMFS and
41 implemented by the Sector:
42

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

44 89 North Water Street
45 New Bedford, MA 02747
46 Phone: (508) 990-9057

1 Primary Contact: Jo Michaud, jo@aisobservers.com
2 Secondary Contact: Luke Szymanski, lukes@aisobservers.com

3
4 **Atlantic Catch Data Ltd.**

5 99 Wyse Road, Suite 815
6 Dartmouth, Nova Scotia
7 CANADA B3A 4S5
8 Phone: (902) 422-4745
9 Primary Contact: Greg Connor, gconnor@atlanticcatchdata.ca

10
11 **East West Technical Services**

12 34 Batterson Drive
13 New Britain, CT 06053
14 Phone: (860) 223-5165
15 Primary Contact: Jerry Cygler, jerry@ewts.com
16 Secondary Contact: Karl Cygler, karl@ewts.com

17
18 **MRAG Americas**

19 65 Eastern Ave.
20 Unit B2C
21 Essex, MA 01929
22 Phone: (978) 768-3880
23 Primary Contact: Jennie Harrington, jennie.harrington@mrغامericas.com
24 Secondary Contact: Bob Trumble, Bob.trumble@mrغامericas.com

25
26
27 The Sector may contract a provider(s) from the above-list that has been
28 approved by NMFS provide at-sea monitoring services prior to May 1, 2014 and
29 notify NMFS of its selection. Any providers that are approved by NMFS but not
30 contained in the above-list will be considered as well. NMFS shall notify the
31 Manager which of these Monitoring Vendors have been certified. Specific
32 vendor(s) selection may be approved by the Manager through consultation with
33 Members, and based on internal criteria yet to be determined. If a Monitoring
34 Vendor loses certification in the course of the fishing year, NMFS will
35 immediately alert the Manager; the Sector will subsequently establish a
36 contract with another approved vendor from the vendor list and notify NMFS of
37 this decision. Standards for Monitoring Vendors can be found in Exhibit G.

38
39 Section 6.06. **Dockside Monitoring Program.**

40 The Sector will not be required to implement a Dockside Monitoring (DSM)
41 Program ("DMP") in FY2014.

42
43 Section 6.07. **At-Sea Monitoring Program.**

44 The Sector will participate in the Northeast Fisheries Observer Program
45 (NEFOP) and the NMFS-funded at-sea monitoring programs. Any additional at-
46 sea monitoring coverage beyond the NMFS-funded level will be provided

1 pursuant to an independent contract between the Sector and a NMFS approved
2 provider. This additional at-sea monitoring coverage will have vessel and trip
3 selection coordinated through NMFS, will be conducted in the same manner
4 with the same protocols as the NMFS-funded ASM program, and will use
5 approved at-sea monitors, unless otherwise instructed. Also, this additional
6 coverage will not be allowed to replace or interfere with either the coverage of
7 NEFOP or the NMFS-funded at-sea monitoring program. The Sector manager
8 will maintain a database of all catch data, including but not limited to VTR,
9 dealer, monitor, and observer data. NMFS will provide the Sector with data
10 from NEFOP and the ASM program.

11 ASMs will be deployed in a way to achieve 26% of trips that is random and
12 representative of fishing activities of the Sector.

13
14 The Sector will use the NMFS-designed ASM program for FY2014 unless it can
15 provide a Sector-designed ASM program that NMFS approves. See Exhibit H.

16
17 Section 6.08. **Fixed Gear Sector Monitoring Program.**

18 In addition to the foregoing catch verification protocols, there may be
19 established an Internal Sector Monitoring Program whereby data collection
20 personnel and/or video monitoring equipment may be deployed onboard
21 Participating Vessels to monitor such vessels' catch and/or to collect data
22 relevant to evaluating the performance of the Sector as determined by the
23 Manager. The Manager shall publish guidance describing Program
24 requirements in advance of the fishing year, and may revise it as necessary
25 throughout the year. Thereafter, the Manager shall have sole discretion to
26 deploy data collectors or video monitoring equipment onboard a Participating
27 Vessel. Each Member agrees to participate in the design and implementation
28 of the Internal Sector Monitoring Program. Each Member further agrees to
29 make every reasonable effort to ensure that data collectors and/or video
30 monitoring equipment are able to perform their monitoring duties. Members
31 agree to address any issues and/or concerns directly to the Manager in a
32 timely and responsible manner. Any refusal to participate in the Internal
33 Sector Monitoring Program and/or unreasonable interference with onboard
34 data collectors will be referred to the Infractions Committee for investigation
35 and appropriate enforcement action. This provision should be considered
36 exclusive to the administration of the Sector and would therefore not be subject
37 to NMFS enforcement.

38
39 In accordance with the Magnuson-Stevens Act (16 U.S.C. 1801 et seq.), and 50
40 CFR 600.745, the Sector is requesting exemptions from the following
41 regulations for sampling purposes only: Minimum fish size restrictions; fish
42 possession limits; species quota closures; prohibited fish species, not including
43 species protected under the Endangered Species Act; and gear-specific fish
44 possession restrictions. All fish that do not comply with applicable fishing
45 regulations must be discarded as soon as practicable following data collection,

1 and shall not enter port or be landed. Of importance to this section, primary
2 data to be collected includes but is not limited to length and weight of
3 regulated groundfish stocks for the purpose of conducting such analyses as
4 discards, discard rates, length-weight regressions, and other similar analyses.
5

6 Section 6.09. **Fixed Gear Sector Electronic Monitoring Program.**

7 (This section should be considered a placeholder as additional work is
8 currently being done on developing an approvable electronic video monitoring
9 (EM) program for the Sector. This work is being done concurrently with the
10 development of EM standards/protocols/policies by the NEFMC, NERO, and
11 NEFSC. The Sector anticipates some manner of EM being approved for use
12 during FY2014; the language contained herein would be finalized at that time.
13
14

15 **Article VII. ENFORCEMENT.**

16
17 Section 7.01. **Agreement Enforcement.**

18 Each Member agrees that the Sector, by or through its representatives, and/or
19 any other Member may enforce this Agreement on behalf of the Sector and/or
20 its Members. Each Member agrees to take all actions and to execute all
21 documents necessary or convenient to give effect to the enforcement
22 procedures contemplated by this Agreement, the Harvesting Rules, and any
23 Schedule of Penalties.
24

25 Section 7.02. **Liability.**

26 Members acknowledge and agree that the Sector itself is a legal entity –
27 501(c)(5) corporation - and therefore may be held liable for violations of the
28 law, applicable regulations, and this Agreement committed by its members.
29 Each Member participating in the Sector must comply with all applicable
30 requirements and conditions of this Agreement and their LOA(s). It shall be
31 unlawful and subject to enforcement by NMFS for the Sector or any Members
32 to violate any such conditions and requirements unless they are identified as
33 exclusive to the administration of the Sector. Those conditions and
34 requirements that are considered to be exclusive to the administration of the
35 Sector which are contained in the following sections:

- 36 • 1.03 – Organization and Authority
- 37 • 2.01 – Voluntary Membership
- 38 • 2.02 – Scope of Membership Obligations
- 39 • 2.03 – Length of Commitment
- 40 • 2.04 – New Members
- 41 • 2.05 – Permit Transfers
- 42 • 2.06 – Right of First Refusal
- 43 • 2.07 – Membership Dues
- 44 • 2.08 – Disclosure Agreement
- 45 • 3.01 – Sector Manager

- 1 • 3.02 – Manager Authority
- 2 • 3.03 – Infractions Committee
- 3 • 3.04 – Procedures for Investigations
- 4 3.06 – Inshore GOM Declaration Program
- 5 • 4.01 – Sector Allocation
- 6 • 4.02 – Annual Distribution
- 7 • 4.03 – Reserve
- 8 • 4.04 – Release of Reserve
- 9 • 4.05 – ACE Transfer
- 10 • 5.04 – Operators
- 11 • 5.07 – Observed Offloading
- 12 • 5.09 – Redirection of Effort
- 13 • 6.02 – Participating Vessel Catch Reports
- 14 • 6.03 – Dealer Reporting
- 15 • 6.04 – Catch Verification
- 16 • 6.08 – Fixed Gear Sector Monitoring Program
- 17 • Article VII in its entirety (Enforcement)
- 18 • Article VIII in its entirety (Expulsion of Members)
- 19 • Article IX in its entirety (Term/Termination)
- 20 • Article X in its entirety (Misc.)

21
22 Section 7.03. **Restrictions on Fishing Activity.**

23 The Members acknowledge that a violation of this Agreement or applicable
24 fishery regulations by one or more Members (or the Members’ Permits,
25 Participating Vessels or Participating Vessels’ operators, if any) including
26 misreporting of catch (landings or discards), discarding of legal-sized fish, and
27 ACE overages could subject the Sector and its Members to joint and several
28 liability to NMFS for fishing violations (including ACE overages, discarding of
29 legal sized fish, and misreporting of catch (landings and discards)). The
30 Members further acknowledge and agree that monetary and/or allocation
31 seizure penalties could be inadequate recourse under such circumstances.
32 Therefore, the Members acknowledge and agree that each of them will (and will
33 cause their Permits, Participating Vessels and Participating Vessels’ operators,
34 if any, to) comply with a “stop fishing” order from the Sector, which shall be
35 issued by the Board, the Manager or the Committee, and each of the Members
36 further agrees that if any Member (or its Permits, its Participating Vessels or
37 the Participating Vessels’ operators) fails to comply with such order, the Sector
38 shall have the authority to obtain an injunction, restraining order or other
39 equivalent form of equitable relief to give effect to such “stop fishing” order.

40
41 Section 7.04. **Penalties for Violations.**

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

46

1 Section 7.05. **Appeal from Infractions Committee Decision.**

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

17
18 Section 7.06. **Penalties and Attorneys' Fees.**

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

31
32 Section 7.07. **Application of Penalties, Fines and Damages.**

33 All penalties, fines and/or other damages paid to the Sector shall, first, be
34 applied to the cost of enforcement of such violations and, second, any
35 remaining amounts shall be applied to the costs and expenses of the
36 administration, management and preservation of the Sector. Any funds
37 remaining after the application of the foregoing sentence shall be used to
38 further research into efficient and responsible management of groundfish
39 stocks for the benefit of the resource and those that harvest the resource. The
40 Board shall have sole discretion to redistribute ACE seized for penalties.

41
42 Section 7.08. **Dispute Procedures.**

43 Notwithstanding the provisions of Section 7.01 hereof, prior to instituting any
44 litigation or other dispute resolution, the parties shall follow any applicable
45 procedures set forth in this Agreement, including specifically Sections 3.04,
46 6.04 and 7.02, for the resolution of such dispute. Any appeals taken with

1 respect to any dispute that arises in connection with this Agreement shall be
2 taken in the federal district court in Boston, Massachusetts or, if said court(s)
3 does not have jurisdiction, in such courts in the Commonwealth of
4 Massachusetts that do have jurisdiction.

5
6 Section 7.09. **Specific Performance.**

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

11
12 Section 7.10. **Indemnification.**

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

35
36
37 **Article VIII. EXPULSION OF MEMBERS.**

38
39 Section 8.01. **Cause.**

40 The Members agree that any Member, its Permits and/or its Participating
41 Vessels may be expelled from the Sector if (i) the actions of such Member
42 and/or its Participating Vessels (or the Participating Vessels’ operators)
43 seriously undermine and threaten the existence of the Sector, (ii) the actions of
44 such Member and/or its Participating Vessels (or the Participating Vessels’
45 operators) have exposed other Members of the Sector to monetary penalties
46 and/or legal actions, (iii) such Member has been convicted of a serious crime,

1 or (iv) such Member has not paid its membership dues and/or poundage fees
2 as required by Section 2.07.

3
4 **Section 8.02. Procedure.**

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

23
24
25 **Article IX. TERM/TERMINATION.**

26 This Agreement takes effect upon the approval hereof by the Regional
27 Administrator in accordance with 50 CFR Part 648.87 and terminates on the
28 last day of the 2014 FY (which occurs on April 30, 2015) (the "Term"). The
29 Term of this Agreement may be extended by the written consent of the
30 Members. Such written consent to extend the Term of this Agreement shall be
31 given twenty (20) calendar days in advance of the date by which the Sector's
32 Operations Plan and Agreement for the upcoming fishing year must be
33 submitted to NMFS. Notwithstanding the foregoing, if NMFS shall not approve
34 the Sector's Operations Plan and Agreement, as the same may be amended, for
35 any fishing year during the Term or any extension thereof, then this Agreement
36 shall terminate on the last day of the last fishing year for which the Sector's
37 Operations Plan and Agreement shall have received approval from NMFS.

38
39
40 **Article X. MISCELLANEOUS.**

41
42 **Section 10.01. Entire Agreement.**

43 This Agreement, including the Exhibits hereto, the Schedule of Penalties and
44 any other documents incorporated by reference herein, constitutes the entire
45 agreement among the parties and supersedes any prior understandings,
46 agreements, or representations by or among the parties, written or oral, to the

1 extent they related in any way to the subject matter hereof.
2

3 Section 10.02. **Succession and Assignment.**

4 This Agreement and all of the provisions hereof shall be binding upon and
5 inure to the benefit of the parties and their respective successors and permitted
6 assigns, but neither this Agreement nor any of the rights, interests or
7 obligations hereunder shall be assigned by any party, including by operation of
8 law, without the prior written consent of the Manager, such consent not to be
9 unreasonably withheld or delayed, nor is this Agreement intended to confer
10 upon any person except the parties hereto any rights, interests, benefits,
11 obligations or remedies hereunder. Any assignment in contravention of this
12 Agreement shall be null and void.
13

14 Section 10.03. **Counterparts.**

15 This Agreement may be executed in one or more counterparts, each of which
16 shall be deemed an original but all of which together shall constitute one and
17 the same instrument.
18

19 Section 10.04. **Notices.**

20 All notices, requests, demands, consents, claims and other communications
21 hereunder shall be deemed duly given (i) one business day following the date
22 sent when sent by overnight delivery, (ii) five business days following the date
23 mailed when mailed by registered or certified mail return receipt requested and
24 postage prepaid, (iii) upon delivery confirmation when sent by facsimile, and
25 (iv) upon verifying the “sent” status of an email, at the contact information
26 provided by each such Member to, and maintained by, the Manager.
27

28 Section 10.05. **Governing Law.**

29 This Agreement shall be governed by and construed in accordance with federal
30 fisheries laws and, to the extent that federal fisheries laws do not apply, with
31 the domestic laws of the Commonwealth of Massachusetts without giving effect
32 to any choice of law provision or rules (whether of Massachusetts or any other
33 jurisdiction) that would cause the application of the laws of any jurisdiction
34 other than the Commonwealth of Massachusetts.
35

36 Section 10.06. **Change in Law.**

37 If and to the extent that any laws or regulations that govern any aspect of this
38 Agreement shall change, so as to make any aspect to this Agreement
39 unenforceable, then the parties agree to make such modifications to this
40 Agreement as may be reasonably necessary for this Agreement to accommodate
41 any such legal or regulatory changes, without materially changing the overall
42 benefits or consideration expected hereunder by the parties.
43

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

45 Subject to and without limiting the dispute resolution procedures set forth in
46 Article VI, each of the Members consent to the exclusive jurisdiction and venue

1 of the federal district court in Boston, Massachusetts or, if said court does not
2 have jurisdiction, in such courts in the Commonwealth of Massachusetts that
3 do have jurisdiction, for adjudication of any suit, claim, action or other
4 proceeding at law or in equity relating to this Agreement. Each of the Members
5 accepts, generally and unconditionally, the exclusive jurisdiction and venue of
6 the aforesaid courts and waives any objection as to venue, and any defense of
7 *forum non conveniens*.

8
9 Section 10.08. **Amendments and Waivers.**

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

12
13 Section 10.09. **Severability.**

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

18
19 Section 10.10. **Expenses.**

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

23
24 Section 10.11. **Incorporation of Exhibits and Other Documents.**

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

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See Signature Pages
(submitted March 6, 2014)

EXHIBIT A

GB Cod Fixed Gear Sector Penalty Schedule			
Violation	FIRST	SECOND	THIRD
VIOLATIONS REGARDING PERMITS, REPORTING, DOCUMENTATION, VESSEL OPERATIONS AND EXEMPTIONS			
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; 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)
VIOLATIONS REGARDING TIME AND AREA RESTRICTIONS			
All violations including, but not limited to: exemption areas, closed fisheries, closed seasons, restricted gear/management areas and Days at Sea 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
VIOLATIONS THAT PLACE THE SECTOR AGREEMENT AT RISK			
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 any other action which could cause the Authorized Georges Bank Cod Fixed Gear Sector Allocation to be in violation of its agreement.	Up to \$50,000 and/or seizure of up to 10% of a Member's ACE (loss of fishing rights for 365 days)	Expulsion	

VIOLATIONS REGARDING MEMBERSHIP COMMITMENT

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
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EXHIBIT B

GB Cod Fixed Gear Sector Roster
(Final Roster *submitted April 30, 2014*)

Current Owner Name	MRI	Permit Number	Vessel Name
John S. Tuttle	27	150563	CAPE ISLAND
Tye F. Vecchione	30	150988	SKIFF
CCCFA	76	150187	SEED
Robert J. Eldridge Jr.	84	220839	UNICORN
Theodore J. Ligenza	99	221764	RIENA MARIE
John L. Our Jr.	119	232108	MISS FITZ
Jan S. Margeson	142	151268	JAN M
Raymond W. Kane Jr.	148	230296	FRENZY
James L. Young	151	230322	POOH BAH
CCCFA	153	150877	SEA HOLLY III
Gregory J. Connors	167	151403	2010 BEACON
Joanne-A III Inc	183	230926	JOANNE A III
Shawn Sullivan	194	231435	BACK OFF
Benjamin K. Morgan	195	151314	LOBSTER MOBSTER
William H. Amaru	213	150922	WOOD FLAT BOAT
Pillory Fisheries Inc	224	150237	1971 SEA CRAFT 20
Pamela Lynam	236	150255	Lynam Fisheries Inc
Gregory J. Connors	256	149575	REBECCA AND EMILY
The Red Death Inc.	257	150616	1976 HOMEMADE
Kenneth A. Tolley	260	240543	HUNTER
Tye F. Vecchione	262	149525	BADA BING
CCCFA	274	151192	CAROLE R II 2009 KL INDUS
Mark D. Liska	285	241576	SEA DANCER
CCCFA	328	150844	SAM RYDER
Charlie S. Dodge	331	149278	STRANGLE HOLD
Pamela Lynam	392	321116	Lynam Fisheries Inc
Jan S. Margeson	395	149963	GREAT PUMPKIN
Harmony Fisheries Inc	418	250571	EDWARD & JOSEPH
CCCFA	449	150671	CAROL ANN
CCCFA	465	240543	HUNTERESS
Benjo Inc.	647	233617	SAGA
CCCFA	677	149988	2002 SKIFF TOLLEY SUSIE Q
Mark D. Liska	910	222737	TAINT
David Murdoch IV	1191	146765	JACK TAR
Charlie S. Dodge	1316	149278	STRANGLE HOLD

CCCFA	1434	151437	MARILYN LOUISE II SKIFF
Glen LeGeyt	1435	150652	MORGAN I
Johanna Fisheries LLC	1467	250463	JOHANNA
Charlie S. Dodge	1469	149826	LITTLE GIANT
Peter Taylor	1496	242520	SEA HOUND
Theodore J. Ligenza	1521	135641	WATER HORSE
CCCFA	1527	221935	SEA BAGGINS
John L. Our Jr.	1545	149986	22 HILINER
Thomas M. Szado	1562	221518	ARLIE X
CCCFA	1563	150706	STURDEE
Stuart W. Tolley	1576	118641	DAWN T
John L. Our Jr.	1609	150361	1979 YOUNG
James E. Bergstrom	1619	150767	1973 SEA RAY
Harmony Fisheries Inc	1620	121162	LADY IRENE
Gregory J. Connors	1634	146922	CONSTANCE SEA
Raymond J. Brunelle	1668	104564	ANNA MARIE
James F. Nash	1685	222231	MAGIC
John S. Tuttle	1689	233175	CUDA
Eric M. Hesse	1708	242648	TENACIOUS II
Robert St. Pierre Jr	1744	241555	RUG RATS
CCCFA	1746	211160	SEA WINDS
Bruce Kaminski	1755	100598	NEVER ENOUGH
CCCFA	1856	120962	LITTLE RASCAL
James F. Nash	1883	149261	ANN MARIE
Gregory F. Walinski	1886	232096	ALICIA ANN
Thomas S. Smith	1888	151214	SEANYMPH
Edward F. Bennett	1906	230558	SYNERGISTIC
Timothy D. Linnell	1923	122157	PERRYS PRIDE II
Charles J. Comeau	1940	111336	BUFFY ANNE
Gregory J. Connors	1951	223588	LAST STAND
Raymond J. Ransom III	1958	223581	LYNDSY LIZ
Michael A. Russo	1961	150562	ALWAYS SOMETHING
Althea K Inc	1985	100277	ALTHEA K
Jakob & Megan Fisheries LLC	2001	222737	JAKOB & MEGAN
Peggy B II Inc	2006	213029	PEGGY B II
Gerald Miskin	2008	116103	OUIJA
CCCFA	2013	223607	HEADHUNTER
Wade S. Behlman	2020	222022	JENNIFER DAN
CCCFA	2039	150897	MONOMOY
Alfred J. Yuknavich	2050	221794	SURF BREAKER
Shannon Mcosker	2171	223565	MISS JENNIFER

CCCFA	2179	151438	FAIR WIND SKIFF
CCCFA	2196	232043	WILLIAM GREGORY
John M. Linnell	2218	222175	LORI B
Jean E. Barker	2248	130772	ZACHARY T
James B. Eldredge	2265	230420	YELLOW BIRD
Gregory J. Connors	2297	150597	1992 SYLVAN SKIFF
Peters Fisheries Inc	2351	240872	TRAPPIST
Earl T. LeGeyt	2623	146672	SEA HOOK
Mattanza LLC	2650	214970	MATTANZA
CCCFA	2692	150529	BEACON
Kurt Martin	2992	223512	TIME BANDIT
CCCFA	2995	150853	BLUE BAG
CCCFA	3015	149404	DH BOATWORKS
CCCFA	3098	135589	BLUE SKY
Kenneth Eldredge	3174	150691	LOLO
Nicholas O'Toole	3176	150861	THREE REASONS
WTB Fish Inc	3323	213004	TUNA ECLIPSE
Eric M. Hesse	3390	150584	LEI LANI
Thomas E. Luce	3449	211160	SEA WIN
Pennel Ames	3470	214158	KAOS
Christopher J. Ripa	3542	221581	IRISH LADY
Wallace H. Bicknell	3595	222365	MISS MELODYE
Mark J. Hurley	3669	230935	SEABORNE
Michael E. Terrenzi	3684	231241	KELLY J
Leslie G. Shwom	3688	233177	ROSEY S
CCCFA	4129	150841	DESIRE III
Robert J. Eldridge Jr.	4202	220839	UNICORN
CCCFA	4326	151429	SNAFU II SKIFF
CCCFA	47883	151425	NOTHING BUT TROUBLE SKIFF
CCCFA	47926	151436	MISS MOLLY SKIFF
Douglas R. Feeney	47950	151287	SOFIA
Nantucket Sound Fish Weirs Inc	47964	220698	NANCY S
CCCFA	48923	151352	TONY K
Joseph J. Geary	49047	148763	BLUE HERRON

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5 **EXHIBIT C**
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7 HARVESTING RULES
8 Fishing Year 2014
9 GB Cod Fixed Gear Sector
10

11 The Members and the Participating Vessels of the Sector agree to be legally
12 bound to follow the Harvesting Rules for the 2014 Fishing Year as described
13 herein, notwithstanding those rules and regulations applicable to Common
14 Pool groundfish vessels.
15

16 **QUOTA MONITORING**
17

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

19 The Members agree that they would not collectively harvest more ACE than
20 allocated to the Sector, and once the ACE is reached for any stock, no Member
21 would fish commercially with any fishing gear capable of harvesting regulated
22 groundfish species in the area for which there is no ACE. ACE transfer would
23 be allowed within and between sectors, to the extent authorized by Amendment
24 16. Carryover of up to 10 percent of any sector's initial ACE would be allowed
25 for the purposes of accounting for inadvertent overages. Once an ACE in a
26 particular stock area is reached, no member would fish commercially with any
27 fishing gear capable of catching species managed under the Plan in that stock
28 area until additional ACE can be acquired:
29

30 *As downloaded from the SIMM on May 5, 2014*
31

STOCK	APPROX. ACE (%)
Cod (GOM)	2.46%
Cod (GB) - Eastern U.S./Canada	
Cod (GB) - Western U.S./Canada	27.16%
Haddock (GOM)	1.84%
Haddock (GB) - Eastern U.S./Canada	
Haddock (GB) - Western U.S./Canada	5.65%
Yellowtail Flounder (GB)	0.01%
Yellowtail Flounder (SNE/Mid-Atlantic)	0.31%
Yellowtail Flounder (Cape Cod/GOM)	2.76%
Plaice	0.83%
Witch Flounder	1.78%
Winter Flounder (GB)	0.03%
Winter Flounder (GOM)	12.86%

Redfish	2.72%
White Hake	5.66%
Pollock	7.34%
Winter Flounder (SNE)	1.56%
Windowpane Flounder (North)	*n/a
Windowpane Flounder (South)	*n/a
Ocean Pout	*n/a
Halibut	*n/a
Atlantic Wolffish	*n/a

*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 Legal-Sized 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” 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. 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.

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GEAR REQUIREMENTS

7. Gear Restrictions:

Unless otherwise permitted under this Agreement (see Section 5.02 and 5.11), no Participating Vessel may fish for regulated groundfish species with any gear other than rod-and-reel/jigs, demersal longline, handgear sink gillnets, or otter trawl. 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 demersal longlines 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.

EXHIBIT D

Vessel Permit Data

All permits, groundfish or otherwise, owned by Sector members, are included in the following list. To the knowledge of the Manager, no Member currently has any other permits on another operating vessel (Federal or State).

Current as of April 30, 2014

Sector Roster	
Lease Vessels	81
Non-Lease Vessels	29
Targeted Commercial Fisheries*	
Groundfish	16
Monkfish & Skate	13
Lobster (Trap)	5
Primary Gear Type** (Groundfish, Monkfish, Skate)	
Sink Gillnet	17 (59%)
Demersal Longline	9 (31%)
Jig/handline	1 (3%)
Otter Trawl	2 (7%)

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

EXHIBIT E

Ownership Documentation

Section 1.01. **Sector Qualification.**

Amendment 16 to the NE multispecies FMP defines a sector as a group of three or more persons, none of whom have an ownership interest in the other two persons in the sector. This criterion has been fulfilled for the Fixed Gear Sector with:

Permit Number 118641 (F/V Dawn T) under the distinct ownership of Stuart W. Tolley.

Permit Number 149261 (F/V Ann Marie) under the distinct ownership of James F. Nash.

Permit Number 232108 (F/V Miss Fitz) under the distinct ownership of John L. Our Jr.

EXHIBIT F

GB Cod Fixed Gear Sector Board of Directors

Section 1.01. **Board of Directors Membership**

The following GB Cod Fixed Gear Sector Members comprise the current (as of April 30, 2014) Board of Directors:

2014 Board of Directors
Gregory J Connors
James B Eldredge
Bruce Kaminski
Timothy D Linnell
Eric Hesse
Jason Amaru
James F Nash (P)
Michael E Terrenzi
Gregory F Walinski

As of the date of this document submission (April 30, 2014), the additional contact able to act on behalf of the Sector is the President of the Sector's Board of Directors:

Name: Jim Nash
Mobile:
Email:
Address:

EXHIBIT G

GB Cod Fixed Gear Sector Points of Contact

Section 1.01. **Points of Contact**

The following individuals associated with the GB Cod Fixed Gear Sector may be contacted for the following responsibilities:

Sector Communications Contacts					Mailing Address			
Name	Title	Responsibility	Email	Phone	Street 1	City	State	Zip
Claire Fitz-Gerald	Manager	Day-to-Day Sector Operations	claire@capecodfishermen.org	508.945-2432 (w)	1566 Main St	Chatham	MA	02633
Amy Morris	Sector Analyst	Data Management						
Eric Brazer	Manager	Reporting	same (Claire)	same (Claire)	same			
Eric Brazer	Manager	Policy Issues	same (Claire)	same (Claire)	same			
Eric Brazer	Manager	Research	same (Claire)	same (Claire)	same			
Eric Brazer	Manager	Outreach	same (Claire)	same (Claire)	same			
Jim Nash	Sector President	General Management						

EXHIBIT H

Nantucket Lightship Closed Area

This exemption allows sector vessels to access portions of the Nantucket Lightship Closed Area to provide additional opportunities to target monkfish, dogfish, and skates.

A trawl vessel may fish in the Western Exemption Area with any legal trawl gear. A trawl vessel fishing in the Eastern Exemption Area is restricted to approved selective trawl gear, including the separator trawl, the Ruhle trawl, or the rope trawl. Flounder nets are prohibited in the Eastern Exemption Area. A hook vessel is permitted in both areas. A gillnet vessel is restricted to fishing 10-inch (25.4-cm), or larger, diamond mesh in both areas. A gillnet vessel must use pingers when fishing in the Western Exemption Area from December 1 – May 31, because this area lies within the existing Southern New England Management Area of the Harbor Porpoise Take Reduction Plan.

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

Western Nantucket Lightship Closed Area

POINT	LATITUDE	LONGITUDE
A	40°50'N	70°20'W
B	40°50'N	70°00'W
C	40°20'N	70°00'W
D	40°20'N	70°20'W
A	40°50'N	70°20'W

Eastern Nantucket Lightship Closed Area

POINT	LATITUDE	LONGITUDE
A	40°50'N	69°30'W
B	40°50'N	69°00'W
C	40°20'N	69°00'W
D	40°20'N	69°30'W
A	40°50'N	69°30'W

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

Current Owner Name	MRI #	Permit #	Vessel Name	Status of Permit	Current Permit Location	New in FY2014	Federal Vessel Permits (Category) 2014																				Other Federal Permits	MA State Permits 2014										
							Multi-species	Bluefish	Bluefish - Charter/Party	Spiny Dogfish	Monkfish	Monkfish - Incidental	Ocean Quahog	Surf Clam	Skate	Squid/Mackerel/Butterfish - Incidental	Squid/Mack/Butterfish - Charter/Party	Loigo/Butterfish - Moratorium	Atlantic Mackerel	Herring - Open Access Possession Limit	Red Crab - Incidental	Tilfish - Commercial/Incidental	American Lobster - Non-Trap	American Lobster - Trap	Black Sea Bass - Moratorium	Black Sea Bass - Charter/Party		Summer Flounder - Commercial Moratorium	Summer Flounder - Charter/Party	Scup - Commercial Moratorium	Scup - Charter/Party	Scallops - LAGC - Incidental	Scallops - LAGC - IQ	ENDORSEMENTS	OTHER			
John Tuttle	27	150563	Cape Island	Lease-Only	Fixed Gear Sector	N	(A)	1	n/a	1	n/a	(E)	n/a	n/a	1	3	n/a	n/a	4	(D)	(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	Bluefin tuna	Spiny dogfish	n/a
Tye Vecchione	30	150988	Skiff	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	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	Bluefin tuna, LAGC Scallop	Sea scallop, sea scallop shucking, shellfish, spiny dogfish, squid	n/a	
CCCFA	76	150187	Seed	Lease-Only	Fixed Gear Sector	N	(A)	1	n/a	1	n/a	(E)	n/a	n/a	1	3	n/a	n/a	4	(D)	(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	Fluke, shellfish, spiny dogfish, striped bass	n/a	
Robert Eldridge, Jr	84	220839	Unicorn	Active Commercial Groundfish	Fixed Gear Sector	N	(A)	1	n/a	1	n/a	(E)	6	1	1	3	n/a	n/a	4	n/a	n/a	1	1	(A2)	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	Bluefin tuna	Fluke, shellfish, spiny dogfish, striped bass	n/a	
Theodore Ligenza	99	221764	Riena Marie	Active Commercial Groundfish	Fixed Gear Sector	N	(A)	1	2	1	n/a	(E)	n/a	n/a	1	3	2	n/a	T3	(D)	n/a	n/a	n/a	n/a	1	2	1	2	1	2	1	2	n/a	n/a	Bluefin tuna charter	Spiny dogfish, fluke, shellfish, striped bass, scup, black sea bass charter/party, black sea bass commercial	n/a	
John L. Our, Jr	119	232108	Miss Fitz	Active Commercial Groundfish	Fixed Gear Sector	N	(A)	1	n/a	1	(D)	n/a	n/a	n/a	1	n/a	n/a	n/a	4	(D)	n/a	1	1	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	Bluefin tuna	Spiny dogfish, fluke, striped bass	n/a	
Jan Margeson	142	151268	Jan M	Lease-Only	Fixed Gear Sector	N	(A)	1	n/a	1	(D)	n/a	n/a	n/a	1	n/a	n/a	n/a	n/a	(D)	n/a	1	1	(AOC)	n/a	n/a	n/a	n/a	n/a	1	n/a	n/a	n/a	n/a	Bluefin tuna	Offshore lobster non-trap quahog dredge, spiny dogfish, shellfish, sea scallop shucking	n/a	
Raymond W Kane, Jr	148	230296	Frenzy	Lease-Only	Fixed Gear Sector	N	(A)	1	n/a	1	n/a	n/a	n/a	n/a	1	3	n/a	n/a	n/a	(D)	n/a	1	n/a	n/a	n/a	2	n/a	2	n/a	2	n/a	2	n/a	n/a	Bluefin tuna	Striped bass, spiny dogfish, black sea bass charter	n/a	
James L Young	151	230322	Pooh Bah	Lease-Only	Fixed Gear Sector	N	(D) - Hook Gear	1	n/a	1	n/a	(E)	n/a	n/a	1	3	n/a	n/a	4	(D)	(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	Striped bass, sea scallop	n/a
CCCFA	153	150877	Sea Holly III	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	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
Gregory J Connors	167	151403	2010 Beacon	Lease-Only	Fixed Gear Sector	N	(A)	1	n/a	1	(D)	n/a	n/a	n/a	1	3	n/a	n/a	4	(D)	n/a	1	1	(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	Offshore lobster non-trap spiny dogfish, striped bass	n/a
William H Amaru	183	230926	Joanne A III	Active Commercial Groundfish	Fixed Gear Sector	N	(A)	1	n/a	1	(D)	n/a	6	1	1	3	n/a	n/a	4	(D)	(A)	1	1	n/a	1	n/a	1	n/a	1	n/a	1	n/a	n/a	(A)	n/a	Cap-squid, dogfish, fluke FRV, HSC-biomedical, northern shrimp, scup, sea bass, striped bass	n/a	
Shawn Sullivan	194	231435	Back Off	Lease-Only	Fixed Gear Sector	N	(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	n/a	Bluefin tuna	Striped bass, spiny dogfish	n/a	
Benjamin K Morgan	195	151314	Lobster Mobster	Active Commercial Groundfish	Fixed Gear Sector	N	(A)	1	n/a	1	n/a	(E)	n/a	n/a	1	3	n/a	n/a	4	(D)	(A)	1	n/a	n/a	1	n/a	1	n/a	1	n/a	1	n/a	n/a	n/a	n/a	n/a	Black sea bass commercial, fluke, scup, spiny dogfish, striped bass	n/a
William H Amaru	213	150922	Wood Flat Boat	Lease-Only	Fixed Gear Sector	N	(A)	1	n/a	1	n/a	(E)	n/a	n/a	1	3	n/a	n/a	4	(D)	(A)	1	1	n/a	n/a	n/a	1	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	Cap-squid, dogfish, fluke FRV, HSC-biomedical, northern shrimp, scup, sea bass, striped bass	n/a	
Pillory Fisheries Inc	224	150237	1971 Seacraft 20	Lease-Only	Fixed Gear Sector	N	(A)	1	n/a	1	n/a	(E)	n/a	n/a	1	3	n/a	n/a	4	(D)	(A)	1	1	(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	Offshore lobster, fluke	n/a
Lynam Fisheries Inc	236	150255	Annie Wilder II	Active Commercial Groundfish	NEFS X	Y	(A)	1	n/a	1	n/a	(E)	n/a	n/a	1	n/a	n/a	1	n/a	(D)	(A)	1	1	n/a	1	n/a	1	n/a	1	n/a	1	n/a	n/a	n/a	n/a	n/a	Cap-squid, dogfish, fluke FRV, HSC-biomedical, northern shrimp, scup, sea bass, striped bass	n/a
Gregory J Connors	256	149575	Rebecca and Emily	Lease-Only	Fixed Gear Sector	N	(A)	1	n/a	1	n/a	(E)	n/a	n/a	1	3	n/a	n/a	4	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	Bluefin tuna	Offshore lobster non-trap spiny dogfish, striped bass	n/a
The Red Death Inc	257	150616	1976 Homemade	Lease-Only	Fixed Gear Sector	N	(A)	1	n/a	1	(D)	n/a	n/a	n/a	1	3	n/a	n/a	4	(D)	(A)	1	1	(A2, AOC)	1	n/a	1	n/a	1	n/a	1	n/a	n/a	n/a	n/a	n/a	Offshore lobster, dogfish, scup, shellfish, sea scallop shucking	n/a

Kenneth Tolley	260	240543	Hunter	Active Commercial Groundfish	Fixed Gear Sector	N	(A)	1	n/a	1	(D)	n/a	n/a	n/a	1	3	n/a	n/a	4	(D)	(A)	1	1	n/a	n/a	n/a	1	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	Bluefin tuna	Surf clam, ocean quahog, shellfish dredge, conch pot, offshore lobster non-trap, spiny dogfish, sw groundfish	n/a
Tye Vecchione	262	149525	Bada Bing	Lease-Only	Fixed Gear Sector	N	(A)	1	n/a	1	n/a	(E)	6	1	1	3	n/a	n/a	4	(D)	(A)	1	1	n/a	1	n/a	1	n/a	1	n/a	1	n/a	(A)	Bluefin tuna, LAGC Scallop	Sea scallop, sea scallop shucking, shellfish, spiny dogfish, squid	n/a		
CCCFA	274	151192	Carole R II 2009 KL Indus	Lease-Only	Fixed Gear Sector	N	(A)	1	n/a	1	n/a	(E)	n/a	n/a	1	n/a	n/a	1	n/a	(D)	(A)	1	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	n/a	
Mark D Liska	285	241576	Sea Dancer	Active Commercial Groundfish	Fixed Gear Sector	N	(A)	1	n/a	1	(D)	n/a	6	1	1	3	n/a	n/a	4	(D)	(A)	1	1	n/a	n/a	n/a	1	n/a	1	n/a	n/a	n/a	n/a	n/a	Bluefin tuna	Conch pot, spiny dogfish	n/a	
CCCFA	328	150844	Sam Ryder	Lease-Only	Fixed Gear Sector	N	(A)	1	n/a	1	n/a	(E)	6	1	1	3	n/a	n/a	4	(D)	(A)	1	1	n/a	1	n/a	1	n/a	1	n/a	1	n/a	(A)	n/a	n/a	n/a	n/a	
Charlie S Dodge	331	149278	Strangle Hold	Lease-Only	Fixed Gear Sector	N	(A)	1	n/a	1	(D)	n/a	n/a	n/a	1	3	n/a	n/a	4	(D)	(A)	1	1	n/a	n/a	n/a	1	n/a	1	n/a	n/a	n/a	n/a	n/a	Bluefin tuna	Black sea bass charter and commercial, fluke, mobile gear access, spiny dogfish, scup, shellfish, striped bass, squid	n/a	
Lynam Fisheries Inc	392	321116	Annie Wilder	Lease-Only	NEFS X	Y	(A)	1	n/a	1	(E)	n/a	n/a	1	1	3	n/a	n/a	4	(D)	(A)	1	1	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	(A)	n/a	Cap-squid, dogfish, fluke FRV, HSC-biomedical, northern shrimp, scup, sea bass, striped bass	n/a		
Jan Margeson	395	149963	Great Pumpkin	Active Commercial Groundfish	Fixed Gear Sector	N	(A)	1	n/a	1	(D)	n/a	n/a	n/a	1	3	n/a	n/a	4	(D)	(A)	1	1	(A2, AOC)	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	Bluefin tuna	Offshore lobster non-trap quahog dredge, spiny dogfish, shellfish, sea scallop shucking	n/a	
Harmony Fisheries Inc	418	250571	Edward & Joseph	Active Commercial Groundfish	Fixed Gear Sector	N	(A)	1	n/a	1	(D)	n/a	n/a	n/a	1	3	n/a	n/a	4	(D)	n/a	1	1	(A2, AOC)	1	n/a	n/a	n/a	1	n/a	n/a	n/a	n/a	Bluefin tuna	Black sea bass charter and commercial, fluke, mobile gear access, spiny dogfish, scup, shellfish, striped bass, squid	n/a		
CCCFA	449	150671	Carol Ann	Lease-Only	Fixed Gear Sector	N	(A)	1	n/a	1	(D)	n/a	n/a	n/a	1	3	n/a	n/a	4	(D)	n/a	1	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		
CCCFA	465	240543	Hunteress	Lease-Only	Fixed Gear Sector	N	(A)	1	n/a	1	n/a	(D)	n/a	n/a	1	3	n/a	n/a	4	(D)	(A)	1	1	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		
Benjo Inc	647	233617	Saga	Lease-Only	Fixed Gear Sector	N	(A)	1	n/a	1	n/a	(E)	n/a	n/a	n/a	3	n/a	n/a	4	(D)	n/a	1	n/a	(AOC)	1	n/a	1	n/a	1	n/a	1	n/a	n/a	Bluefin tuna	Coastal lobster, fluke, spiny dogfish, scup, shellfish	n/a		
CCCFA	677	149988	2002 Skiff Tolley Susie Q	Lease-Only	Fixed Gear Sector	N	(A)	1	n/a	1	(D)	n/a	n/a	n/a	1	3	n/a	n/a	4	(D)	(A)	1	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		
Mark D Liska	910	222737	Taint	Lease-Only	Fixed Gear Sector	N	(A)	1	n/a	1	n/a	(E)	6	1	1	3	n/a	n/a	4	(D)	(A)	1	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		
David Murdoch IV	1191	146765	Jack Tar	Commercial Groundfish	Fixed Gear Sector	N	(A)	1	n/a	1	(D)	n/a	6	1	1	3	n/a	n/a	4	(D)	(A)	1	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		
Charlie S Dodge	1316	149278	Strangle Hold	Active Commercial Groundfish	Fixed Gear Sector	N	(A)	1	n/a	1	(D)	n/a	n/a	n/a	1	3	n/a	n/a	4	(D)	(A)	1	1	n/a	n/a	n/a	1	n/a	1	n/a	n/a	n/a	n/a	n/a	Bluefin tuna	Black sea bass charter and commercial, fluke, mobile gear access, spiny dogfish, scup, shellfish, striped bass, squid	n/a	
CCCFA	1434	151437	Marilyn Louise Skiff	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	(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		
Glen LeGeyt	1435	150652	Morgan I	Lease-Only	Fixed Gear Sector	N	(A)	1	n/a	1	n/a	(E)	n/a	n/a	1	3	n/a	n/a	4	n/a	n/a	1	1	n/a	1	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	Bluefin tuna	Scup, black sea bass commercial, sea scallop, spiny dogfish, squid	n/a	
Johanna Fisheries LLC	1467	250463	Johanna	Lease-Only	Fixed Gear Sector	N	(A)	1	n/a	1	0	(E)	n/a	n/a	1	3	n/a	n/a	4	(D)	(A)	1	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	Offshore lobster non-trap quahog dredge, 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	N	(A)	1	n/a	1	n/a	(E)	n/a	n/a	1	3	n/a	n/a	4	(D)	(A)	1	1	(A2, AOC)	1	n/a	n/a	n/a	1	n/a	n/a	n/a	n/a	n/a	Bluefin tuna	Black sea bass charter and commercial, fluke, mobile gear access, spiny dogfish, scup, shellfish, striped bass, squid	n/a	
Peter Taylor	1496	242520	Sea Hound	Active Commercial Groundfish	Fixed Gear Sector	N	(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	(AOC)	n/a	n/a	n/a	n/a	n/a	n/a	n/a	(C)	n/a	Bluefin tuna	Striped bass, spiny dogfish, shellfish, fluke, offshore lobster non-trap	n/a		

Theodore Ligenza	1521	135641	Water Horse	Lease-Only	Fixed Gear Sector	N	(A)	1	n/a	1	n/a	(E)	n/a	n/a	1	3	2	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	Bluefin tuna charter	Spiny dogfish, fluke, shellfish, striped bass, scup, black sea bass charter/party, black sea bass commercial	n/a					
CCCFA	1527	221935	Sea Baggins	Lease-Only	Fixed Gear Sector	N	(A)	1	n/a	1	n/a	(E)	6	1	1	3	n/a	n/a	4	(D)	(A)	1	1	(A2, AOC)	1	n/a	1	n/a	1	n/a	1	n/a	n/a	Bluefin tuna	Striped bass, dogfish, quahog dredge, black sea bass commercial, sea scallop shucking, lobster	n/a					
John Our Jr	1545	149986	22 Hiliner	Lease-Only	Fixed Gear Sector	N	(A)	1	n/a	1	n/a	(E)	n/a	n/a	1	3	n/a	n/a	4	(D)	(A)	1	n/a	(A2, A6, AOC)	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	Bluefin tuna	Spiny dogfish, fluke, striped bass	n/a					
Thomas M Szado	1562	221518	Arlie X	Lease-Only	Fixed Gear Sector	N	(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, spiny dogfish, scup, sea bass, shellfish, striped bass, black sea bass charter, black sea bass commercial, fluke	n/a						
CCCFA	1563	150706	Studee	Lease-Only	Fixed Gear Sector	N	(A)	1	n/a	1	n/a	(E)	n/a	n/a	1	n/a	n/a	n/a	4	n/a	n/a	1	1	(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					
Stuart W Tolley	1576	118641	Dawn T	Active Commercial Groundfish	Fixed Gear Sector	N	(A)	1	n/a	1	(D)	n/a	6	1	1	n/a	n/a	n/a	4	(D)	n/a	1	1	(AOC)	n/a	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, spiny dogfish, black sea bass	n/a				
John L. Our, Jr	1609	150361	1979 Young	Lease-Only	Fixed Gear Sector	N	(A)	1	n/a	1	n/a	(E)	n/a	n/a	1	n/a	n/a	1	4	(D)	(A)	1	1	n/a	n/a	n/a	1	n/a	1	n/a	n/a	n/a	n/a	Bluefin tuna	Spiny dogfish, fluke, striped bass	n/a					
James E Bergstrom	1619	150767	1973 Sea Ray	Lease-Only	Fixed Gear Sector	N	(A)	n/a	n/a	1	(D)	n/a	n/a	n/a	1	3	n/a	n/a	4	(D)	(A)	1	1	n/a	n/a	n/a	1	n/a	1	n/a	n/a	n/a	n/a	n/a	n/a	Bluefin tuna	American eel, CAP-squid, dogfish, fluke, FRC, horseshoe crab, northern shrimp, scup, sea bass, sea herring, sea scallop shucking, shellfish, striped bass	n/a			
Harmony Fisheries Inc	1620	121162	Lady Irene	Active Commercial Groundfish	Fixed Gear Sector	N	(A)	1	n/a	1	(D)	n/a	6	1	1	3	n/a	n/a	4	(D)	(A)	1	1	n/a	n/a	n/a	1	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	Bluefin tuna	Black sea bass charter and commercial, fluke, mobile gear access, spiny dogfish, scup, shellfish, striped bass, squid	n/a			
Gregory J Connors	1634	146922	Constance Sea	Active Commercial Groundfish	Fixed Gear Sector	N	(A)	1	n/a	1	(D)	n/a	6	1	1	3	n/a	n/a	4	(D)	(A)	1	1	(AOC)	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	Bluefin tuna	Offshore lobster non-trap spiny dogfish, striped bass	n/a				
Raymond J Brunelle	1668	104564	Anna Marie	Lease-Only	Fixed Gear Sector	N	(C) - Small Vessel Exemption	1	n/a	1	n/a	(E)	n/a	n/a	n/a	3	n/a	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	n/a	n/a	n/a	Bluefin tuna	Spiny dogfish, striped bass	n/a		
James F Nash	1685	222231	Magic	Lease-Only	Fixed Gear Sector	N	(HB) - Open Access Handgear; (K) - Open Access	1	1	1	n/a	(E)	n/a	n/a	1	3	2	n/a	4	(D)	(A)	1	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, tilefish charter	Striped bass, dogfish, charter, sea bass, scup	n/a			
John S Tuttle	1689	233175	Cuda	Active Commercial Groundfish	Fixed Gear Sector	N	(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	n/a	Bluefin tuna	Spiny dogfish	n/a			
Eric M Hesse	1708	242648	Tenacious II	Active Commercial Groundfish	Fixed Gear Sector	N	(A)	1	n/a	1	n/a	(E)	n/a	n/a	1	3	n/a	n/a	4	(D)	(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	Bluefin tuna	Striped bass, scup, sea herring, spiny dogfish, fluke, surface gillnet	n/a			
Robert St. Pierre Jr	1744	241555	Rug Rats	Active Commercial Groundfish	Fixed Gear Sector	N	(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	n/a	n/a	n/a	Bluefin tuna	Offshore lobster non-trap striped bass, fluke, shellfish	F/V Last Laugh; Permi #157607; MS6165AV; Not enrolled in Sector; Striped bass, surface gillnet			
CCCFA	1746	211160	Sea Winds	Lease-Only	Fixed Gear Sector	N	(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	n/a	n/a			
Bruce Kaminski	1755	100598	Never Enough	Active Commercial Groundfish	Fixed Gear Sector	N	(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			
CCCFA	1856	120962	Little Rascal	Lease-Only	Fixed Gear Sector	N	(A)	1	n/a	1	n/a	(E)	n/a	n/a	1	3	n/a	n/a	4	(D)	(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		
James F Nash	1883	149261	Ann Marie	Active Commercial Groundfish	Fixed Gear Sector	N	(A)	1	n/a	1	(D)	n/a	6	1	1	3	n/a	n/a	4	(D)	(A)	1	1	(A2)	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	Bluefin tuna, tilefish charter	Striped bass, dogfish, charter, sea bass, scup	n/a			
Gregory F Walinski	1886	232096	Alicia Ann	Active Commercial Groundfish	Fixed Gear Sector	N	(A)	1	2	1	n/a	(E)	6	1	1	3	2	n/a	4	(D)	(A)	1	n/a	n/a	n/a	2	n/a	2	n/a	2	n/a	n/a	n/a	n/a	Bluefin tuna	Black sea bass charter, spiny dogfish, scup, shellfish, striped bass	n/a				
Thomas S. Smith	1888	151214	Seanymp	Lease-Only	Fixed Gear Sector	N	(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	1	n/a	(A2, 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, striped bass	n/a			
Edward F Bennett	1906	230558	Synergistic	Active Commercial Groundfish	Fixed Gear Sector	N	(A)	1	n/a	1	n/a	(E)	n/a	n/a	1	3	n/a	n/a	4	(D)	(A)	1	1	(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	Bluefin tuna	Dogfish, striped bass	n/a

Kenneth Eldredge	3174	150691	Lolo	Lease-Only	Fixed Gear Sector	N	(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	Spiny dogfish, horseshoe crab, shellfish, striped bass	n/a		
Nicholas O'Toole	3176	150861	Three Reasons	Lease-Only	Fixed Gear Sector	N	(D) - Hook Gear	1	n/a	1	n/a	(E)	n/a	n/a	1	3	n/a	n/a	4	(D)	(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	Striped bass, spiny dogfish	n/a	
WTB Fish Inc	3323	213004	Tuna Eclipse	Lease-Only	Fixed Gear Sector	N	(D) - Hook Gear	1	n/a	1	n/a	(E)	6	1	1	3	n/a	n/a	4	(D)	(A)	1	n/a	n/a	n/a	n/a	2	1	n/a	n/a	2	n/a	n/a	n/a	Bluefin tuna	Charter, striped bass, black sea bass charter, black sea bass commercial, fluke	n/a	
Eric Hesse	3390	150584	Lei Lani	Lease-Only	Fixed Gear Sector	N	(D) - Hook Gear	1	n/a	1	n/a	(E)	n/a	n/a	1	3	n/a	n/a	4	(D)	(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	Striped bass, scup, sea herring, spiny dogfish, fluke, surface gillnet	n/a	
Thomas Luce	3449	211160	Sea Win	Lease-Only	Fixed Gear Sector	N	(D) - Hook Gear	1	n/a	1	n/a	(E)	n/a	n/a	1	3	n/a	n/a	4	(D)	(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	Conch pot, sea bass pot, scup pot, striped bass, spiny dogfish, horseshoe crab, American eel, sea bass rod and reel	n/a	
Pennel Ames	3470	214158	Kaos	Lease-Only	Fixed Gear Sector	N	(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	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	Shellfish, striped bass	n/a	
Christopher J Ripa	3542	221581	Irish Lady	Lease-Only	Fixed Gear Sector	N	(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	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	Lease-Only	Fixed Gear Sector	N	(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	Spiny dogfish, commercial shellfish, striped bass	n/a		
Mark J Hurley	3669	230935	Seaborne	Lease-Only	Fixed Gear Sector	N	(D) - Hook Gear	1	n/a	1	n/a	(E)	n/a	n/a	1	3	n/a	n/a	4	(D)	(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 charter	Striped bass, fluke, scup, sea bass, charter	n/a	
Michael E Terrenzi	3684	231241	Kelly J	Lease-Only	Fixed Gear Sector	N	(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	n/a	2	n/a	2	n/a	2	n/a	n/a	n/a	n/a	Charter: conch pot, spiny dogfish, fluke, scup, black sea bass commercial, shellfish, striped bass, surface gillnet	n/a	
Leslie Shwan	3688	233177	Rosey S	Lease-Only	Fixed Gear Sector	N	(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	2	n/a	n/a	n/a	n/a	n/a	Sea scallop general - non VMS (1A)	Black sea bass charter, black sea bass commercial, fluke, scup, squid, striped bass	n/a		
CCCFA	4129	150841	Desire III	Lease-Only	Fixed Gear Sector	N	(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	n/a	n/a	
Robert Eldridge, Jr	4202	150686	Last One (2008 Water Tender/Scoter)	Lease-Only	Fixed Gear Sector	N	(A)	n/a	n/a	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	n/a	n/a	n/a	n/a	n/a	n/a	n/a	A	n/a	n/a	n/a		
CCCFA	4326	151429	Snafu II Skiff	Lease-Only	Fixed Gear Sector	N	(D) - Hook Gear	1	n/a	1	n/a	(E)	n/a	n/a	1	3	n/a	n/a	4	(D)	(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	
CCCFA	47883	151425	Nothing But Trouble Skiff	Lease-Only	Fixed Gear Sector	N	(HA) - Limited Access Handgear	1	n/a	1	n/a	n/a	n/a	n/a	1	3	n/a	n/a	4	(D)	(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
CCCFA	47926	151436	Miss Molly Skiff	Lease-Only	Fixed Gear Sector	N	(HA) - Limited Access Handgear	1	n/a	1	n/a	n/a	n/a	n/a	1	3	n/a	n/a	4	(D)	(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
Douglas R Feeney	47950	151287	Sofia	Lease-Only	Fixed Gear Sector	N	(HA) - Limited Access Handgear	1	n/a	1	n/a	(E)	n/a	n/a	1	n/a	n/a	1	4	(D)	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	Scup, weir, sea bass	n/a
Nantucket Sound Fish Weirs Inc	47964	220698	Nancy S	Lease-Only	Fixed Gear Sector	N	(HA) - Limited Access Handgear	1	n/a	1	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	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	Scup, weir, sea bass, dogfish, sea herring	n/a	
CCCFA	48923	151352	Tony K	Lease-Only	Fixed Gear Sector	N	(HA) - Limited Access Handgear	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	
Joseph J Geary	49047	148763	Blue Herron	Lease-Only	Fixed Gear Sector	N	(HA) - Limited Access Handgear	1	n/a	1	n/a	(E)	n/a	n/a	1	3	n/a	n/a	4	(D)	(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	Bluefin tuna	Shellfish, striped bass	n/a
Michael A Russo		147091	Gulf Venture	Lease-Only	Sustainable Harvest Sector 1	N	(A)	1	n/a	1	n/a	(E)	6	1	1	3	n/a	n/a	4	(D)	(A)	1	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	Offshore lobster non-trap spiny dogfish	n/a
Michael A Russo		150359	Susan Lee	Lease-Only	Sustainable Harvest Sector 1	N	(D)	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	n/a	n/a	Bluefin tuna	Offshore lobster non-trap spiny dogfish	n/a	
Michael A Russo		150041	Zach n Abbie	Lease-Only	Sustainable Harvest Sector 1	N	(A)	1	n/a	1	n/a	(E)	n/a	n/a	1	n/a	n/a	n/a	n/a	(D)	n/a	1	1	(AOC)	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	Bluefin tuna	Offshore lobster non-trap spiny dogfish	n/a	

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✓ Gregory J. Connors
Signature
Gregory Connors
Name
Rebecca and Emily
Permit Name
256 149575
MRI # / Permit #

✓ Gregory J. Connors
Signature
Gregory J. Connors
Name
FV 54/100 Skiff
Permit Name
2297 150597
MRI # / Permit #

✓ Jason Amaru
Signature
JASON AMARU
Name
FV JOANNE - A III
Permit Name
183 230926
MRI # / Permit #

✓ James P. Nash
Signature
JAMES NASH
Name
149261 et Al
Permit Name
1883
MRI # / Permit #

Ann
Marie →

✓ Gregory J. Connors
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Gregory Connors
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LAST STAND
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1951 223588
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✓ Gregory J. Connors
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Gregory J. Connors
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2010 Beacon
Permit Name
167 151403
MRI # / Permit #

✓ BILL AMARU
Signature
BILL AMARU
Name
WOOD KILT BOAT
Permit Name
213 150922
MRI # / Permit #

✓ Michael E. Terrenzi
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Michael E. Terrenzi
Name
231241 Kelly J
Permit Name
3684 231241
MRI # / Permit #

2/23

IN WITNESS WHEREOF, the undersigned parties have executed this GB Cod Fixed Gear Sector Operations Plan and Agreement for FY2014, as of the date first written above.

Gerald Muszkin
Signature

✓ Name

GERALD MUSZKIN
Permit Name

0015A
MRI # / Permit #

2008 116103

[Signature]
Signature

✓ Name

John Orr Jr
Permit Name

149986 22 Hi-Liner 1545

MRI # / Permit #

[Signature]
Signature

✓ Name

MISS FITZ
Permit Name

119 232108

MRI # / Permit #

Theodore Ligenza
Signature

✓ Name

Riena Marie
Permit Name

~~99 926302~~ 221764

Theodore Ligenza
MRI # / Permit #

Tim Linnell
Signature

✓ Name

Tim Linnell
Permit Name

1923 122157
MRI # / Permit #

[Signature]
Signature

✓ Name

John Orr Jr
Permit Name

1609 / 1979 Young / 150361

MRI # / Permit #

[Signature]
Signature

✓ Name

Red Death
Permit Name

257 150616

MRI # / Permit #

Edward Bennett
Signature

✓ Name

Synergistic
Permit Name

1906 230558

MRI # / Permit #

3/23

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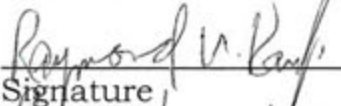


Signature
THOMAS M SZADO

✓ Name
721518

Permit Name
1562 ARLIE X

MRI # / Permit #

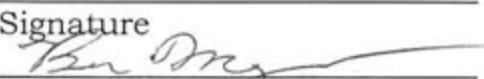


Signature
RAYMOND W. KANE

✓ Name
FRENZY

Permit Name
148 230296

MRI # / Permit #

Signature


✓ Name
~~Ben Morgan~~ Ben Morgan / FV Lobster Vessel

Permit Name
195 151314

MRI # / Permit #



Signature
MICHAEL P. WOODS

✓ Name
JAKOB & MEGAN

Permit Name
2001 222737

MRI # / Permit #



Signature
Charlie Dodge

✓ Name
STRANGLE HOLD

Permit Name
331 149278

MRI # / Permit #

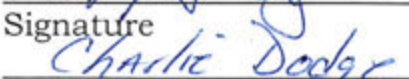


Signature
Charlie Dodge

✓ Name
STRANGLE HOLD

Permit Name
1316 149278

MRI # / Permit #

Signature


✓ Name
~~Edward Joseph~~ Edward Joseph

Permit Name
418 250571

MRI # / Permit #



Signature
Charlie Dodge


✓ Name
LADY FRENE

Permit Name
1620 121162

MRI # / Permit #

4/23

IN WITNESS WHEREOF, the undersigned parties have executed this GB Cod Fixed Gear Sector Operations Plan and Agreement for FY2014, as of the date first written above.

✓ 
 Signature
 Name Peter W. Taylor
 Permit Name F/V SeaHound
 MRI # / Permit # 1496 242520

Signature
 Name
 Permit Name
 MRI # / Permit #

Signature
 Name
 Permit Name
 MRI # / Permit #

Signature
 Name
 Permit Name
 MRI # / Permit #

Signature
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 Permit Name
 MRI # / Permit #

5/23

IN WITNESS WHEREOF, the undersigned parties have executed this GB Cod Fixed Gear Sector Operations Plan and Agreement for FY2014, as of the date first written above.



Signature

Charlie Dodge

Name

LITTLE GIANT

Permit Name

1469 149826

MRI # / Permit #

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

MRI # / Permit #

Signature

Name

Permit Name

MRI # / Permit #

Signature

Name

Permit Name

MRI # / Permit #

6/23

IN WITNESS WHEREOF, the undersigned parties have executed this GB Cod Fixed Gear Sector Operations Plan and Agreement for FY2014, as of the date first written above.

✓ John Stutte
Signature
John Tuttle
Name
CUDA

Permit Name
1689 233175
MRI # / Permit #

✓ John Stutte
Signature
John Tuttle
Name
CAPE ISLAND

Permit Name
27 150563
MRI # / Permit #

✓ Jan Margeson
Signature
Jan Margeson
Name
Great Pumpkin

Permit Name
395 149963
MRI # / Permit #

✓ Jan Margeson
Signature
Jan Margeson
Name
JANM

Permit Name
142 151268
MRI # / Permit #

Bruce Kaminski
Signature
BRUCE KAMINSKI
Name
NEVER ENOUGH

Permit Name
1755 100598
MRI # / Permit #

✓ J-B Eldredge
Signature
James B. Eldredge
Name
Yellowbird

Permit Name
2265 230420
MRI # / Permit #

✓ Gregory F. Walinski
Signature
Gregory F. Walinski
Name
FIV Alicia Ann

Permit Name
1886
MRI # / Permit # 232096

✓ Constance Sea
Signature
Constance Sea
Name
Constance Sea

Permit Name
1634 146922
MRI # / Permit #

7/23

IN WITNESS WHEREOF, the undersigned parties have executed this GB Cod Fixed Gear Sector Operations Plan and Agreement for FY2014, as of the date first written above.

Mark Smith
Signature

MARK SMITH
Name

✓ Johanna

Permit Name
1467 250463

MRI # / Permit #

Earl T. Leggett Jr.
Signature

EARL T. LEGGETT JR
Name

✓ SEA HOOK

Permit Name
2623 146072

MRI # / Permit #

Signature

Name

Permit Name

MRI # / Permit #

Signature

Name

Signature

Name

Permit Name

MRI # / Permit #

Signature

Name

Permit Name

MRI # / Permit #

Signature

Name

Permit Name

MRI # / Permit #

Signature

Name

8/23

IN WITNESS WHEREOF, the undersigned parties have executed this GB Cod Fixed Gear Sector Operations Plan and Agreement for FY2014, as of the date first written above.



Signature

Name John M Linnell

✓ 222175 Lori B

Permit Name 2218 222175

MRI # / Permit #



Signature

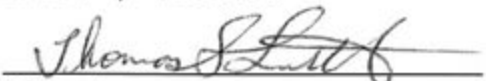
Name Peter KAIZER

Name ALThea K. INC.

Permit Name

1985/ 100277

MRI # / Permit #



Signature

Name Thomas J. Smith

Name Sea nymph

Permit Name

1888 / 151214

MRI # / Permit #

3542 221581

Signature

Name Christopher J Ripi

Name Christopher J Ripi

Permit Name

Irma Hardy

MRI # / Permit #



Signature

Name Ronald A Braen

✓ PEGGY - B II

Permit Name

213029

MRI # / Permit # 2006

Signature

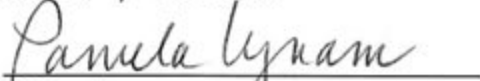
Name Shawn Sullivan

Name SHAWN SULLIVAN Back off

Permit Name

✓ 194 231435

MRI # / Permit #



Signature

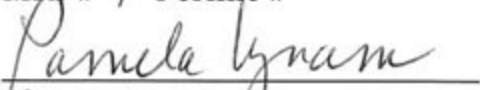
Name PAMELA LYNAM

Name LYNAM FISHERIES INC

Permit Name

392 321116

MRI # / Permit #



Signature

Name PAMELA LYNAM

Name LYNAM FISHERIES INC


Permit Name

236 150255

MRI # / Permit #

9/23

IN WITNESS WHEREOF, the undersigned parties have executed this GB Cod Fixed Gear Sector Operations Plan and Agreement for FY2014, as of the date first written above.



Signature
Joseph Geary

✓ Name
Blue Heron

Permit Name
49047 148763

MRI # / Permit #

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

MRI # / Permit #

Signature

Name

Permit Name

MRI # / Permit #

Signature

Name

Permit Name

MRI # / Permit #

10/23

IN WITNESS WHEREOF, the undersigned parties have executed this GB Cod Fixed Gear Sector Operations Plan and Agreement for FY2014, as of the date first written above.

✓ Eric Hesse
 Signature
Eric Hesse
 Name
FV MATANZA
 Permit Name
2650 214970
 MRI # / Permit #

✓ Eric Hesse
 Signature
Eric Hesse
 Name
FV LEI LANI
 Permit Name
3390 150584
 MRI # / Permit #

✓ Eric Hesse
 Signature
Eric Hesse
 Name
FV TENACIOUS II
 Permit Name
1708 242648
 MRI # / Permit #

 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

 MRI # / Permit #

11/23

IN WITNESS WHEREOF, the undersigned parties have executed this GB Cod Fixed Gear Sector Operations Plan and Agreement for FY2014, as of the date first written above.

✓ Michael Russo
Signature
Michael A Russo
Name
Always Something
Permit Name
1961 / 150562
MRI # / Permit #

✓ James E Bergstrom
Signature
James E Bergstrom
Name
1973 Sea Ray
Permit Name
1619 / 150767
MRI # / Permit #

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

MRI # / Permit #

Signature

Name

Permit Name

MRI # / Permit #

12/23

IN WITNESS WHEREOF, the undersigned parties have executed this GB Cod Fixed Gear Sector Operations Plan and Agreement for FY2014, as of the date first written above.

✓ Kenneth A. Torley
Signature
Kenneth A. Torley
Name
✓ A Hunter
Permit Name
260 240543
MRI # / Permit #

✓ Theodore Digenza
Signature
✓ Theodore J Digenza
Name
Water Horse
Permit Name
1521 135641
MRI # / Permit #

✓ Raymond J Brunelle
Signature
✓ Raymond J Brunelle
Name
Anna Marie
Permit Name
1668 104564
MRI # / Permit #

✓ Charles Comeau
Signature
✓ CHARLES COMEAU
Name
BUFFY ANNE
Permit Name
B 111-336
MRI # / Permit #

[Signature]
Signature
Raymond Ransom
Name
✓ ~~Raymond~~ Lyndsy Liz
Permit Name
1958 223581
MRI # / Permit #

Signature

Name

Permit Name

MRI # / Permit #

Signature

Name

Permit Name

MRI # / Permit #

Signature

Name

Permit Name

MRI # / Permit #

1940

13 / 23

IN WITNESS WHEREOF, the undersigned parties have executed this GB Cod Fixed Gear Sector Operations Plan and Agreement for FY2014, as of the date first written above.

✓ David Murdoch
Signature
David Murdoch
Name
✓ Jack Tar
Permit Name
1191 / 146765
MRI # / Permit #
Nick O'Toole
Signature
Nick O'Toole
Name
✓ Zachary F *Three Reasons*
Permit Name
3176 / ~~130772~~ 150861
MRI # / Permit #
Kenneth Eldridge
Signature
✓ Kenneth Eldridge
Name
✓ Kittiwake / LOLC
Permit Name
3174 - 150691
MRI # / Permit #

Signature

Name

Permit Name

MRI # / Permit #

[Signature]
Signature
F/O MacGraw I
Name
✓ Glen LeBeyec
Permit Name
1435 / 150652
MRI # / Permit #
[Signature]
Signature
Robert Eldridge
Name
CPH (boat) UNICORN
Permit Name
✓ 84 220839
MRI # / Permit #
[Signature]
Signature
✓ Robert Eldridge
Name
(boat) UNICORN
Permit Name
4202 ~~150686~~ 220839
MRI # / Permit #

Signature

Name

Permit Name

MRI # / Permit #

14/23

IN WITNESS WHEREOF, the undersigned parties have executed this GB Cod Fixed Gear Sector Operations Plan and Agreement for FY2014, as of the date first written above.

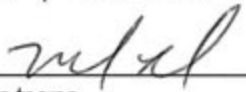


 Signature
 MARK D. LISKA

 Name
 ✓ Sea Dancer

 Permit Name
 285 24157C

 MRI # / Permit #



 Signature
 MARK D. LISKA

 Name
 ✓ Talu

 Permit Name
 910 222737

 MRI # / Permit #

 Signature

 Name

 Permit Name

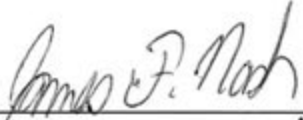
 MRI # / Permit #

 Signature

 Name

 Permit Name

 MRI # / Permit #




 Signature
 ✓ JAMES F. NASH

 Name
 1971 SEA CRAFT (Pikby Fisheries)

 Permit Name
 224 / 150237

 MRI # / Permit #



 Signature
 JAMES NASH

 Name
 ✓ MAGIC

 Permit Name
 1685 / 222231

 MRI # / Permit #

 Signature

 Name

 Permit Name

 MRI # / Permit #

 Signature

 Name

 Permit Name

 MRI # / Permit #

15/23

IN WITNESS WHEREOF, the undersigned parties have executed this GB Cod Fixed Gear Sector Operations Plan and Agreement for FY2014, as of the date first written above.

Thomas Luce
Signature
THOMAS LUCE
Name
SEA WIN
Permit Name
3449 21160 21160
MRI # / Permit #

Tye Vecchione
Signature
Tye Vecchione
Name
Bada Bing
Permit Name
262 149525
MRI # / Permit #

Tye Vecchione
Signature
Tye Vecchione
Name
SKiff
Permit Name
30 150988
MRI # / Permit #

Robert St. Pierre
Signature
ROBERT ST. PIERRE
Name
RUG RATS
Permit Name
1744 241555
MRI # / Permit #

Alfred Yuknaich
Signature
SURF BREAKER
Name
221794 MRI # 2050
Permit Name
ALFRED YUKNAICH
MRI # / Permit #

Mark J. Hurley
Signature
MARK HURLEY
Name
SEA BORNE
Permit Name
3669 230935
MRI # / Permit #

Walter H. Bicknell
Signature
WALTER H. BICKNELL
Name
3595 222365 Feb #
Permit Name
Miss Melodye
MRI # / Permit #

Signature

Name

Permit Name

MRI # / Permit #

16/23

IN WITNESS WHEREOF, the undersigned parties have executed this GB Cod Fixed Gear Sector Operations Plan and Agreement for FY2014, as of the date first written above.

Pennel Ames

Signature

Pennel Ames

Name

KAOS

Permit Name

3470 214158

MRI # / Permit #

✓

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

MRI # / Permit #

Signature

Name

Permit Name

MRI # / Permit #

Signature

Name

Permit Name

MRI # / Permit #

fax 508-945-0981 A-1

17/23

IN WITNESS WHEREOF, the undersigned parties have executed this GB Cod Fixed Gear Sector Operations Plan and Agreement for FY2014, as of the date first written above.

[Handwritten Signature]

Signature
Ben Bergqvist / Benjo, Inc

Name
F/V Sarge

Permit Name
647 / 233617

MRI # / Permit #

[Handwritten Signature]

Signature
Stuart Tolley

Name
DAWN T

Permit Name
1576 118641

MRI # / Permit #

[Handwritten Signature]

Signature
WADDS S. BEHMAN

Name
202022

Permit Name
2020 JENNIFER DAN

MRI # / Permit #

[Handwritten Signature]

Signature
JAMES YOUNG

Name
POOH BAH

Permit Name
151 230322

MRI # / Permit #

[Handwritten Signature]

Signature
Dore FENLEY

Name
F/V SOFIA

Permit Name
47950 151287

MRI # / Permit #

Signature

Name

Permit Name

MRI # / Permit #

Signature

Name

Permit Name

MRI # / Permit #

Signature

Name

Permit Name

MRI # / Permit #

18 / 23

IN WITNESS WHEREOF, the undersigned parties have executed this GB Cod Fixed Gear Sector Operations Plan and Agreement for FY2014, as of the date first written above.

Signature
FIRST FISHERIES INC.
Name
✓ F/V TRAPPIST
Permit Name
2351/240872
MRI # / Permit #

Signature
Leslie Shwom
Name
✓ Rosey S
Permit Name
3688 233177
MRI # / Permit #

Signature
Name
Permit Name
MRI # / Permit #

Signature
Name
Permit Name
MRI # / Permit #

Signature
Shannon McOster
Name
✓ Miss Jennifer
Permit Name
2171/223565
MRI # / Permit #

Signature
Name
Permit Name
MRI # / Permit #

Signature
Name
Permit Name
MRI # / Permit #

Signature
Name
Permit Name
MRI # / Permit #

19/23

IN WITNESS WHEREOF, the undersigned parties have executed this GB Cod Fixed Gear Sector Operations Plan and Agreement for FY2014, as of the date first written above.

Kurt Martin
Signature

Signature

Kurt Martin
Name

Name

223512 Time Bandit

Permit Name

2992 223512

MRI # / Permit #

MRI # / Permit #

Kurt Martin
Signature

Signature

Kurt Martin
Name

Name

F/V
Nancy S

Nantucket Sound Fish Wharf Inc.

Permit Name

47964 / 220698

MRI # / Permit #

MRI # / Permit #

Jean Barker
Signature

Signature

JEAN BARKER
Name

Name

ZACHARY T

Permit Name

2248 130772

MRI # / Permit #

MRI # / Permit #

Jean Barker
Signature

Signature

JEAN BARKER
Name

Name

TUNA ECLIPSE

Permit Name

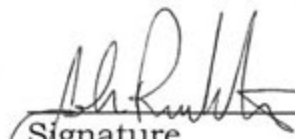
3323 213004

MRI # / Permit #

MRI # / Permit #

20 / 23

IN WITNESS WHEREOF, the undersigned parties have executed this GB Cod Fixed Gear Sector Operations Plan and Agreement for FY2014, as of the date first written above.



 Signature
 CCCFA

 Name
 ✓ Sea Holly III

 Permit Name
 153 150877

 MRI # / Permit #

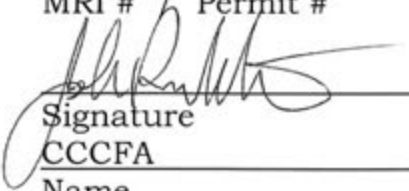


 Signature
 CCCFA

 Name
 ✓ Carole R II 2009 KL Indus

 Permit Name
 274 151192

 MRI # / Permit #

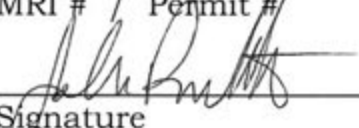


 Signature
 CCCFA

 Name
 ✓ Sam Ryder

 Permit Name
 328 150844

 MRI # / Permit #

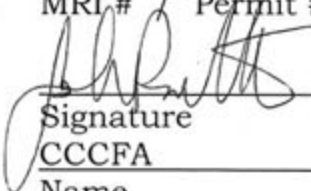


 Signature
 CCCFA

 Name
 ✓ Carol Ann

 Permit Name
 449 150671

 MRI # / Permit #

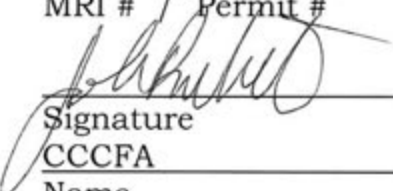


 Signature
 CCCFA

 Name
 ✓ Hunteress

 Permit Name
 465 240543

 MRI # / Permit #

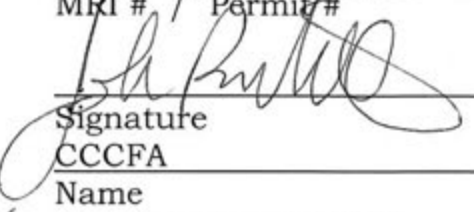


 Signature
 CCCFA

 Name
 ✓ 2002 Skiff Tolley Susie Q

 Permit Name
 677 149988

 MRI # / Permit #

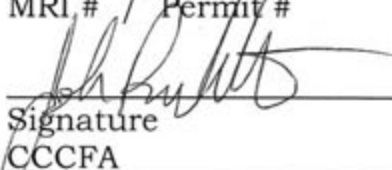


 Signature
 CCCFA

 Name
 ✓ Marilyn Louise II Skiff

 Permit Name
 1434 151437

 MRI # / Permit #



 Signature
 CCCFA

 Name
 ✓ Sea Baggins

 Permit Name
 1527 221935

 MRI # / Permit #

21/23

IN WITNESS WHEREOF, the undersigned parties have executed this GB Cod Fixed Gear Sector Operations Plan and Agreement for FY2014, as of the date first written above.



Signature
CCCFA

Name

✓ Sturdee

Permit Name

1563 150706

MRI # / Permit #



Signature
CCCFA

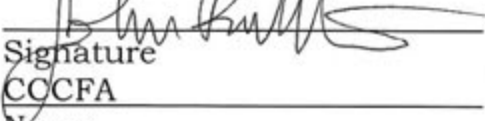
Name

✓ Little Rascal

Permit Name

1856 120926

MRI # / Permit #



Signature
CCCFA

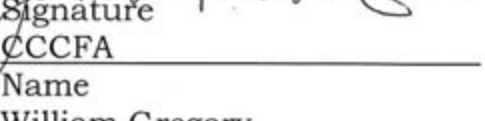
Name

✓ Monomoy

Permit Name

2039 150897

MRI # / Permit #



Signature
CCCFA

Name

✓ William Gregory

Permit Name

2196 232043

MRI # / Permit #



Signature
CCCFA

Name

✓ Sea Winds

Permit Name

1746 211160

MRI # / Permit #



Signature
CCCFA

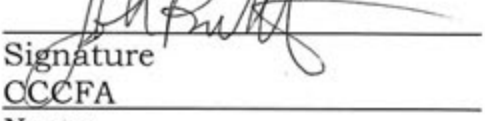
Name

✓ Headhunter

Permit Name

2013 223607

MRI # / Permit #



Signature
CCCFA

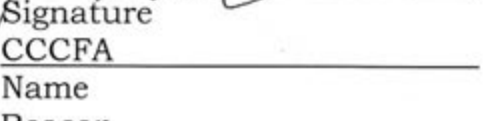
Name

✓ Fair Wind Skiff

Permit Name

2179 151438

MRI # / Permit #



Signature
CCCFA

Name

✓ Beacon

Permit Name

2692 150529

MRI # / Permit #

22/23

IN WITNESS WHEREOF, the undersigned parties have executed this GB Cod Fixed Gear Sector Operations Plan and Agreement for FY2014, as of the date first written above.

✓ [Signature]
 Signature
 CCCFA
 Name
 Blue Bag
 Permit Name
 2995 150853
 MRI # / Permit #

✓ [Signature]
 Signature
 CCCFA
 Name
 DH Boatworks
 Permit Name
 3015 149404
 MRI # / Permit #

✓ [Signature]
 Signature
 CCCFA
 Name
 Blue Sky
 Permit Name
 3098 135589
 MRI # / Permit #

✓ [Signature]
 Signature
 CCCFA
 Name
 Desire III
 Permit Name
 4129 150841
 MRI # / Permit #

✓ [Signature]
 Signature
 CCCFA
 Name
 Snafu II Skiff
 Permit Name
 4326 151429
 MRI # / Permit #


✓ [Signature]
 Signature
 CCCFA
 Name
 Nothing But Trouble Skiff
 Permit Name
 47883 151429⁵
 MRI # / Permit #

✓ [Signature]
 Signature
 CCCFA
 Name
 Miss Molly Skiff
 Permit Name
 47926 151436
 MRI # / Permit #

✓ [Signature]
 Signature
 CCCFA
 Name
 Tony K
 Permit Name
 48923 151352
 MRI # / Permit #

23/23

IN WITNESS WHEREOF, the undersigned parties have executed this GB Cod Fixed Gear Sector Operations Plan and Agreement for FY2014, as of the date first written above.


Signature
CCCFA
Name
Seed
Permit Name
76 150187
MRI # / Permit #

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

MRI # / Permit #

Signature

Name

Permit Name

MRI # / Permit #

Signature

Name

Permit Name

MRI # / Permit #

Northeast Federal Fishing Permit

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



United States Department of Commerce
 National Oceanic and Atmospheric Administration
 National Marine Fisheries Service
 Northeast Region
 55 Great Republic Drive
 Gloucester, MA 01930
 Telephone: (978) 281-9370 VB 12

NOAA form 88-156A

2013 Fishing Year Permit

STUART W TOLLEY
 12 CYNTHIA DRIVE
 CHATHAM, MA 02633-2734

F/V DAWN T
 Northeast Federal Permit Number: **118641**
 Documentation/Registration Number: MS2953HC
 Principal Port/State: CHATHAM, MA

Fisheries Permitted	Date issued: 04/08/13	Effective Date	Expiration Date
AMERICAN LOBSTER - NON -TRAP - 2013		05/01/2013	04/30/2014
AMERICAN LOBSTER - TRAP - OUTER CAPE - 2013		05/01/2013	04/30/2014
ATLANTIC MACKEREL - 2013		05/01/2013	04/30/2014
BLUEFISH - COMMERCIAL - 2013		05/01/2013	04/30/2014
HERRING - OPEN ACCESS - POSSESSION LIMIT - 2013		05/01/2013	04/30/2014
MONKFISH - CATEGORY D - 2013		05/01/2013	04/30/2014
NE MULTISPECIES - INDIVIDUAL DAS - 2013		05/01/2013	04/30/2014
OCEAN QUAHOG - 2013		05/01/2013	04/30/2014
SKATE - 2013		05/01/2013	04/30/2014
SPINY DOGFISH - COMMERCIAL - 2013		05/01/2013	04/30/2014
SURF CLAM - 2013		05/01/2013	04/30/2014
TILEFISH - COMMERCIAL/INCIDENTAL - 2013		05/01/2013	04/30/2014

Maximum Trap Allocation (if applicable): 800

(see reverse side for trap allocation information)

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

Authorized Signature

See reverse side for permit conditions and information

Northeast Federal Fishing Permit

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



United States Department of Commerce
 National Oceanic and Atmospheric Administration
 National Marine Fisheries Service
 Northeast Region
 55 Great Republic Drive
 Gloucester, MA 01930
 Telephone: (978) 281-9370 MT 9

NOAA form 88-156A

2013 Fishing Year Permit

JOHN L OUR JR
 169 INDIAN HILL ROAD
 CHATHAM, MA 02633

F/V MISS FITZ
 Northeast Federal Permit Number: 232108
 Documentation/Registration Number: 983256
 Principal Port/State: CHATHAM, MA

Fisheries Permitted	Date issued: 03/18/13	Effective Date	Expiration Date
AMERICAN LOBSTER - NON -TRAP - 2013		05/01/2013	04/30/2014
ATLANTIC MACKEREL - 2013		05/01/2013	04/30/2014
BLUEFISH - COMMERCIAL - 2013		05/01/2013	04/30/2014
HERRING - OPEN ACCESS - POSSESSION LIMIT - 2013		05/01/2013	04/30/2014
MONKFISH - CATEGORY D - 2013		05/01/2013	04/30/2014
NE MULTISPECIES - INDIVIDUAL DAS - 2013		05/01/2013	04/30/2014
SKATE - 2013		05/01/2013	04/30/2014
SPINY DOGFISH - COMMERCIAL - 2013		05/01/2013	04/30/2014
TILEFISH - COMMERCIAL/INCIDENTAL - 2013		05/01/2013	04/30/2014

Maximum Trap Allocation (if applicable):

(see reverse side for trap allocation information)

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

Authorized Signature

National Marine Fisheries Service

NMFS vessel/fishery data as of November 22, 2013, 1:37 pm

Disclaimer: The information contained on this site does not guarantee that these permits can be renewed or applied for in the future. This information is advisory only and does not represent the baseline information for any vessel, which includes limited access scallop or Northeast multispecies vessel baseline information, used to determine vessel upgrade or replacement eligibility. The National Marine Fisheries Service shall not be held liable for losses caused by use of this information. The National Marine Fisheries Service reserves the right to make a final determination regarding vessel eligibility for any permit.

Most Recent Vessel Data

Vessel: ANN MARIE
 Northeast Federal Fishery Permit: 149261
 US Coast Guard Doc #/State Registration # : MS8237AS
 Primary Owner|Corporation Name: JAMES F NASH
 Address:
 17 RALPH STREET
 CHATHAM, MA 02633
 Phone: (508) 945-9577

Hailing Port: CHATHAM, MA.
 Principal Port: CHATHAM, MA.
 Max Trap Allocation: 800

Sector: Fixed Gear Sector

Valid Sector LOA? Yes

Most Recent Northeast Federal Fishery Permit Data

Permit Year	Plan	Category	Description	Start Date	End Date
2013	BLU	1	BLUEFISH - COMMERCIAL - 2013	01-MAY-13	30-APR-14
2013	DOG	1	SPINY DOGFISH - COMMERCIAL - 2013	01-MAY-13	30-APR-14
2013	HRG	D	HERRING - OPEN ACCESS - POSSESSION LIMIT - 2013	01-MAY-13	30-APR-14

2013	LGC	C	SCALLOP - LAGC - INCIDENTAL - 2013	12-APR-13	28-FEB-14
2013	LO	1	AMERICAN LOBSTER - NON -TRAP - 2013	01-MAY-13	30-APR-14
2013	LO	A2	AMERICAN LOBSTER - TRAP - AREA 2 - 2013	01-MAY-13	30-APR-14
2013	MNK	D	MONKFISH - CATEGORY D - 2013	01-MAY-13	30-APR-14
2013	MUL	A	NE MULTISPECIES - INDIVIDUAL DAS - 2013	01-MAY-13	30-APR-14
2013	OQ	6	OCEAN QUAHOG - 2013	01-MAY-13	30-APR-14
2013	RCB	A	RED CRAB - OPEN ACCESS - INCIDENTAL BYCATCH - 2013	12-APR-13	28-FEB-14
2013	SF	1	SURF CLAM - 2013	01-MAY-13	30-APR-14
2013	SKT	1	SKATE - 2013	01-MAY-13	30-APR-14
2013	SMB	3	SQUID/BUTTERFISH - INCIDENTAL - 2013	01-MAY-13	30-APR-14
2013	SMB	4	ATLANTIC MACKEREL - 2013	01-MAY-13	30-APR-14
2013	TLF	1	TILEFISH - COMMERCIAL/INCIDENTAL - 2013	01-MAY-13	30-APR-14



Examiner

The Commonwealth of Massachusetts

William Francis Galvin

Secretary of the Commonwealth

One Ashburton Place, Boston, Massachusetts 02108-1512

ARTICLES OF ORGANIZATION

(General Laws, Chapter 180)



Name
Approved

ARTICLE I

The exact name of the corporation is:

GB COD FIXED GEAR SECTOR INC.

ARTICLE II

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

1. To form a sector of Georges Bank cod fixed gear fishermen (the "Members") in order to receive from the National Marine Fisheries Service an aggregate allocation of Georges Bank cod that may be harvested by the Members.
2. To manage the harvesting of the aggregate allocation of Georges Bank cod received from the National Marine Fisheries Service among its Members, in order to better the conditions of such Members and improve the efficiency of the harvesting of cod on Georges Bank.
3. To encourage responsible hook and gillnet fishing methods in order to conserve fishery resources, protect essential fish habitat, advance and ensure the survival of sustainable fisheries and provide opportunities for young fishermen to enter the sector.
4. To conduct such other activities in furtherance of the foregoing purposes as may be carried out by a corporation organized under the General Laws of Massachusetts, Chapter 180, and described in Section 501(c)(5) of the Internal Revenue Code.

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ARTICLE III

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

ARTICLE IV

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

See Attached Continuation Sheet 4.

ARTICLE V

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

Continuation Sheet 4

1. In addition to the powers granted to the corporation by the General Laws of Massachusetts, Chapter 180, the corporation shall have and may exercise in furtherance of its corporate purposes each of the powers specified in Sections 9A and 9B of the Massachusetts General Laws, Chapter 156B.
2. The directors may make, amend or repeal the by-laws in whole or in part, except with respect to any provision thereof which by law or the by-laws requires action by the Members.
3. Notwithstanding anything to the contrary herein provided, the corporation is organized and shall be operated exclusively for the betterment of the conditions of the Members and the development of a higher degree of efficiency in the harvesting of Georges Bank cod, pursuant to Section 501(c)(5) of the Internal Revenue Code. All powers of this corporation shall be exercised only in such manner as will assure the operation of this corporation exclusively for said purposes, it being the intention that this corporation shall be exempt from federal income tax pursuant to said Section of said Code, and all purposes and powers herein shall be interpreted and exercised consistently with this intention.
4. No part of the net earnings of the corporation will inure to the benefit of, or be distributed to its Members, directors, officers, or individuals, except that the corporation shall be authorized and empowered to pay reasonable compensation for services actually rendered and to make payments and distributions in furtherance of the corporation's purposes set forth in Article II of these Articles of Organization.
5. Except as may be otherwise provided by law, the corporation may at any time authorize a petition for its dissolution to be filed with the Supreme Judicial Court of the Commonwealth of Massachusetts by the affirmative vote of a majority of the Members of the corporation; provided, however, that in the event of any liquidation, dissolution, termination, or winding up of the corporation (whether voluntary, involuntary, or by operation of law) the property or assets of the corporation remaining after providing for the payment of its debts and obligations shall be conveyed, transferred, distributed, and set over outright to one or more organizations created and organized for nonprofit purposes similar to those of the corporation, which qualify as exempt from federal income tax under section 501(c)(5) of the Internal Revenue Code, as a majority of the total number of Members of the corporation may by vote designate and in such proportions and in such manner as may be determined in such vote.

ARTICLE VI

The effective date of organization of the corporation shall be the date approved and filed by the Secretary of the Commonwealth. If a later effective date is desired, specify such date which shall not be more than *thirty days* after the date of filing.

ARTICLE VII

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

a. The street address (post office boxes are not acceptable) of the principal office of the corporation in Massachusetts is:
210 Orleans Road, N. Chatham, MA 02650

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

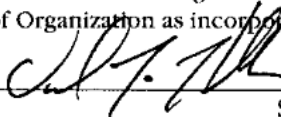
	NAME	RESIDENTIAL ADDRESS	POST OFFICE ADDRESS
President:	Stuart Tolley	12 Cynthia Drive, Chatham, MA 02633	Same
Treasurer:	John Our	169 Indian Hill Road, Chatham, MA 02633	Same
Clerk:	Robert St. Pierre	19 Jaybird Lane, West Yarmouth, MA 02673	Same
Directors: (or officers having the powers of directors)	Stuart Tolley	12 Cynthia Drive, Chatham, MA 02633	Same
	Jan Margeson	893 Slough Road, West Yarmouth, MA 02673	Same
	Robert St. Pierre	19 Jaybird Lane, West Yarmouth, MA 02673	Same
	John Our	169 Indian Hill Road, Chatham, MA 02633	Same
	Kenneth Tolley	35 Spring Hill Road, North Chatham, MA 02650	Same
	Edward Malloves	20 Pond View Avenue, Chatham, MA 02633	Same
	John Tuttle	34 Marion Lane, North Chatham, MA 02650	Same

c. The fiscal year of the corporation shall end on the last day of the month of: December

d. The name and business address of the resident agent, if any, of the corporation is:
CT Corporation System, 101 Federal Street, Boston, Massachusetts 02110

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

IN WITNESS WHEREOF AND UNDER THE PAINS AND PENALTIES OF PERJURY, I/we, whose signature(s) appear below as incorporator(s) and whose name(s) and business or residential address(es) are clearly typed or printed beneath each signature, do hereby associate with the intention of forming this corporation under the provisions of General Laws, Chapter 180 and do hereby sign these Articles of Organization as incorporator(s) this 16th day of April, 20 07.


Donald J. Kassilke

Sher & Blackwell LLP

1850 M Street, NW

Washington, D.C. 20036

Note: If an existing corporation is acting as incorporator, type in the exact name of the corporation, the state or other jurisdiction where it was incorporated, the name of the person signing on behalf of said corporation and the title he/she holds or other authority by which

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THE COMMONWEALTH OF MASSACHUSETTS

ARTICLES OF ORGANIZATION
(General Laws, Chapter 180)

I hereby certify that, upon examination of these Articles of Organization, duly submitted to me, it appears that the provisions of the General Laws relative to the organization of corporations have been complied with, and I hereby approve said articles; and the filing fee in the amount of \$ 35 having been paid, said articles are deemed to have been filed with me this 17th day of April 20 07.

Effective date: _____



WILLIAM FRANCIS GALVIN
Secretary of the Commonwealth

TO BE FILLED IN BY CORPORATION
Contact information:

CT Corporation System

155 Federal Street, Suite 700

Boston, Massachusetts 02110

Telephone: (617) 657-6400

Email: _____