

1 **MAINE COAST COMMUNITY SECTOR**

2 **Fishing Year 2014 (May 1, 2014 – April 30, 2015)**
3 **Operations Plan and Agreement**

4
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6 This OPERATIONS PLAN AND AGREEMENT (this “Agreement”) is entered into as of
7 this 2nd day of December, 2013 by and among the permit owners listed on the signature
8 pages hereto and any other permit owners that are admitted pursuant to the terms of this
9 Agreement (each, a “Member” and, collectively, the “Members”).

10
11 **RECITALS**

12 WHEREAS, under the Northeast Multispecies Fishery Management Plan (“Groundfish
13 FMP”), Amendment 16 to the Groundfish FMP (“Amendment 16”), and the regulations
14 implementing the FMP, a self-selecting co-operative, or “sector,” of fishermen is
15 authorized to submit to the New England Fishery Management Council (the “Council”) a
16 proposal for the allocation of catch of regulated groundfish species to such sector;

17
18 WHEREAS, the Members voluntarily formed a fishery sector through the Maine Coast
19 Community Sector (the “MCCS” or “Sector”), for the purposes of establishing a legally
20 responsible entity (i) to obtain an aggregate annual sector allocation (“Annual Catch
21 Entitlement” or “ACE”) of regulated large mesh multispecies (“Groundfish”) from the
22 National Marine Fisheries Service (“NMFS”), as authorized by Amendment 16, and to
23 sub-allocate such ACE among the Members and/or their permits and vessels, (ii) to
24 participate in Special Access Programs (“SAPs”) or other approved measures in order to
25 access closed areas to the extent that such SAPs or measures are available to the Sector
26 (iii) to take such actions as may be necessary to ensure that the Sector, its Members and
27 their vessels conduct groundfish harvesting activities in compliance with the Plan,
28 Amendment 16, the Magnuson-Stevens Fishery Conservation and Management Act (the
29 “MSA” or “Act”), the MSA’s implementing regulations, and other applicable laws and
30 regulations;

31
32 WHEREAS, Amendment 16 defines a sector as a group of 3 or more persons, none of
33 whom have an ownership interest in the other two persons in the Sector, and that
34 documentation demonstrating that the MCCS has met this definition has been provided to
35 NMFS as Exhibit F hereto through Permit No. 250387 (MRI 383) under the distinct
36 ownership of Randy Cushman, Permit No. 140344 (MRI 1835) under the distinct
37 ownership of Tom Cassamassa, and Permit No. 221740 (MRI 97) under the distinct
38 ownership of Arnold Nickerson, and;

39
40 WHEREAS, in connection with the formation of the Sector, the Members desire to enter
41 into this Operations Plan and Agreement, dated December 3, 2012 (the “Agreement”) in
42 order begin operations for the 2014 fishing year.

1 NOW, THEREFORE, in consideration of the mutual agreements, covenants, rights and
2 obligations set forth in this Agreement, the benefits to be derived therefrom and other
3 good and valuable consideration, the receipt and sufficiency of which are hereby
4 acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:
5

6 **Article I. Representations and Warranties of the Members.** As of the date hereof,
7 each of the Members represents and warrants to the other Members and the Sector that:
8

9 Section 1.01. Eligibility. Each Member has been issued a valid limited access
10 multispecies permit with documented landings of Groundfish between May 1, 1996, and
11 April 30, 2007, which are the 1996 through 2006 fishing years (such period of time shall
12 hereinafter be referred to as the “Qualifying Period”). Each permit that the Member
13 intends to enroll in the Sector is listed below such Member’s name on the signature pages
14 attached hereto identified by the Moratorium Right Identifier (MRI) (each, a “Permit”).
15 Exhibit D includes a list of all Sector vessels, an indication of whether the vessel will
16 fish, and all of the state and federal permits held by members with an indication whether
17 or not those permits are enrolled in any Sector or the Common Pool. Notwithstanding the
18 list of participating vessels set forth in Exhibit D, for purposes of this Agreement,
19 “Participating Vessel” shall mean the vessel to which a Member’s Permit applies at any
20 given time.
21

22 Section 1.02. Organization and Authority. Each Member (i) to the extent that it is an
23 entity, is duly organized, validly existing and in good standing in its state of organization
24 and (ii) has all authority, corporate or otherwise, to enter into this Agreement on its own
25 behalf and on behalf of the Participating Vessels that it represents. This Agreement
26 constitutes a legally valid and binding obligation of each Member, enforceable against
27 such Member in accordance with its terms. Each of the Members represents that its
28 Participating Vessel(s) and Permit(s) have no sanctions or other restrictions against them
29 that would prevent such Participating Vessels and Permits from enrolling in the Sector
30 and/or complying with the terms of this Agreement.
31

32 **Article II. Membership**

33 Section 2.01. Voluntary Membership. Participation in the Sector is completely
34 voluntary among the Members, their Permits, and the related Participating Vessels.
35

36 Section 2.02. Scope of Membership Obligations. The obligations of the Members set
37 forth in this Agreement shall only apply to the Permits and Participating Vessels (and not
38 to any other permits or vessels owned by the Members that are not enrolled in the Sector
39 pursuant to the terms hereof) to the extent that such Permits or Participating Vessels are
40 fishing commercially with gear that is capable of harvesting Groundfish. Notwithstanding
41 the foregoing, the Members acknowledge and agree that the Sector and its Members may,
42 from time to time, be permitted to participate in certain Special Access Programs (each a
43 “SAP”) and that it may be necessary to expand the scope of the membership obligations
44 hereunder, in order to ensure that the Sector and its Members are in compliance with the
45 rules and regulations relating to each such SAP. Therefore, the Members hereby agree to
46 execute any amendments or supplements to this Agreement, which may reasonably be

1 requested by the Sector or the Sector Manager in order to comply with the rules and
2 regulations relating to any such SAP, including, without limitation, any amendments or
3 supplements that expand the scope of the membership obligations hereunder to apply to
4 vessels and/or permits that are not enrolled in the Sector.

5
6 **Section 2.03. Length of Commitment.** Each Member hereby agrees to cause each of its
7 Permits and the related Participating Vessels enrolled in the Sector at the beginning of the
8 fishing year following the date on which such Member enrolled in the Sector to remain
9 enrolled in the Sector for that entire (one) fishing year (the “Commitment Period”);
10 provided, however, that if the Members seek to extend the terms of this Agreement
11 consistent with Article IX below and NMFS does not approve the Sector’s Operations
12 Plan and Agreement, as the same may be amended, for the subsequent fishing year, then
13 the obligation of such Member under this Section 2.03 shall terminate on the last day of
14 the existing Commitment Period. Each Member further agrees that if its Permit leaves
15 the Sector for any reason during the Commitment Period, or beginning for fishing years
16 2014 and beyond fails to notify the Manager of intent to leave Sector by the December 1
17 preceding the start of the next fishing year, (i) such Member shall be subject to the
18 penalty or penalties described on the Schedule of Penalties (as hereinafter defined), and
19 (ii) such Member, its Permit and the related Participating Vessel shall be ineligible to
20 participate in the Sector for a period of up to five [5] years following the date of such
21 departure from the Sector as determined by the Board. Each Member acknowledges and
22 agrees that 50 CFR Part 648.87 requires that each of its Permits and the related
23 Participating Vessels must remain in the Sector for the entire fishing year in which such
24 Permits and/or Participating Vessels are enrolled in the Sector, and that each Member’s
25 Participating Vessels may not fish outside the Sector under a multispecies DAS program
26 during any fishing year in which its Permits and/or Participating Vessels are enrolled in
27 the Sector.

28
29 **Section 2.04. New Members.** The owner of a permit that is eligible under the criteria set
30 forth in Section 1.01 hereto, but that is not enrolled as a Member (and/or whose permit is
31 not so enrolled) may apply to the Board (as hereinafter defined) for membership in the
32 Sector. For fishing year 2012 and thereafter, such application shall be made in writing no
33 later than 30 calendar days prior to the December 1 for the fishing year in which he
34 wishes to enroll and shall include evidence of eligibility. The Board shall, in its
35 reasonable discretion, determine whether the applicant shall be admitted as a Member of
36 the Sector and/or its permit included as a Permit. Notwithstanding the foregoing, no such
37 admission shall be effective until such new Member has agreed in writing to be bound by,
38 and to cause its Permit and Participating Vessel to comply with, the terms of this
39 Agreement, and until the provisions of this Agreement shall have been amended or
40 modified to reflect such additional Member, Permit and/or Participating Vessel.

41
42 **Section 2.05. Permit Transfers.** Each Member agrees that so long as it is a party to this
43 Agreement, such Member (i) shall not have the authority to sell, lease or transfer the
44 ownership of its Permit to a party that is not or does not agree in writing to be bound by
45 this Agreement for the remainder of the fishing year in which such sale, lease or transfer
46 is to occur, (ii) shall not transfer, lease or assign any days-at-sea allocated to its Permit by

1 NMFS to any permit not enrolled in a sector, and (iii) shall comply with the right of first
2 refusal provisions of Section 2.08 hereof prior to the consummation of any proposed sale,
3 lease or transfer permitted hereunder. To the extent that a Member sells, leases or
4 transfers its Permit to another individual or entity (a “Transferee”) in compliance with the
5 foregoing, then (a) such Transferee shall only be permitted to participate in the Sector for
6 the remainder of the fishing year in which the transfer occurred (the “Transfer Year”) and
7 (b) prior to the commencement of the fishing year immediately following the Transfer
8 Year, the Transferee must apply for admission to the Sector pursuant to the provisions of
9 Section 2.04 hereof in order to be admitted to the Sector as a Member. For the avoidance
10 of all doubt, for the purposes of calculating a Member’s Commitment Period under
11 Section 2.03 hereof, no portion of a Transfer Year shall be included in such calculation.
12

13 **Section 2.06. Membership Dues.** The Sector may, to the extent necessary for the
14 payment of the costs and expenses associated with the administration and management of
15 the Sector (including the payment of the Manager’s salary or at sea monitoring costs),
16 require payment by the Members of annual membership dues and/or poundage fees.
17 Such annual membership dues and/or poundage fees shall be fixed by resolution of the
18 Board on a fair and equitable basis prior to the commencement of the applicable fishing
19 year or at such other time as the Board may deem necessary or appropriate.

20 **Section 2.07. Member Training.** Each new Member shall participate in training in the
21 Sector’s operation plan, harvest plan, bylaws, and other rules prior to the start of the
22 fishing year for which he shall enroll for the first time. Such training shall be led by the
23 Sector Manager and may involve other qualified persons as determined by the Sector
24 Manager or Board.
25

26 **Section 2.08. Right of First Refusal for External Permit Transfers.** In the event that
27 any Member (a “Transferring Member”) at any time proposes to sell, transfer or lease (a
28 “Transfer”) his Permit to any proposed Transferee outside of the sector who shall make a
29 good faith, bona fide written offer therefore (a “Bona Fide Offer”), then the Transferring
30 Member shall first deliver to the Sector for distribution to its Members a written notice
31 (“First Refusal Notice”) that the Transferring Member proposes to make such Transfer,
32 which First Refusal Notice shall (i) state the identity of the prospective Transferee, (ii)
33 state the amount of consideration for the Permit and the material terms and conditions
34 upon which the proposed Transfer is to be made (the date on which the Sector receives
35 the First Refusal Notice being the “First Refusal Notice Date”), (iii) represent that the
36 Bona Fide Offer is an actual bona fide offer, and (iv) include a copy of any written
37 proposal, letter of intent or other agreement relating to the Bona Fide Offer. The Bona
38 Fide Offer must have a monetary amount attached to it. The Sector or any Member shall
39 have a period of 7 calendar days following the First Refusal Notice Date (the “Election
40 Period”) in which to elect to purchase or lease the Permit at the price and subject to the
41 same terms and conditions set forth in the First Refusal Notice (Or an equal monetary
42 value if other material goods or services are involved in the trade) . The Sector or
43 Member shall exercise the right to purchase or lease such Permit by delivering a written
44 notice (“Election Notice”) to the Transferring Member or Sector Manager within the
45 Election Period. In the event that the Sector or member desires to purchase the Permit,
46 then the parties shall schedule a closing for the payment for, and the delivery of, the

1 Permit, which shall be no later than 90 calendar days after the First Refusal Notice Date.
2 The Transferring Member agrees to enter into and deliver an agreement for the benefit of
3 the Sector or Member, containing standard and customary representations, warranties,
4 covenants and indemnities by the Transferring Member for the benefit of the Sector. If
5 the Sector or Member has not elected to purchase the Permit within the Election Period,
6 then the Transferring Member is free to Transfer the Permit to the Transferee; provided
7 that such Transfer is on the terms and conditions specified in the First Refusal Notice. If
8 the proposed Transfer is not consummated within 90 calendar days following the
9 termination of the Election Period, the Transferring Member may not Transfer the Permit
10 without complying again with all the provisions of Section 2.05 and this Section 2.08.
11

12 **Section 2.09. Right of First Refusal for ACE Transfers.** In the event that any Member
13 at any time proposes to sell, transfer or lease any portion of his ACE to any proposed
14 Transferee who shall make a good faith, bona fide written offer therefore, then the
15 Transferring Member shall first deliver to the Sector for distribution to its Members a
16 written notice that the Transferring Member proposes to make such Transfer, which First
17 Refusal Notice shall (i) state the identity of the prospective Transferee, (ii) state the
18 amount of consideration for the ACE and the material terms and conditions upon which
19 the proposed Transfer is to be made, (iii) represent that the Bona Fide Offer is an actual
20 bona fide offer, and (iv) include a copy of any written proposal, letter of intent or other
21 agreement relating to the Bona Fide Offer. The Bona Fide Offer must have a monetary
22 amount attached to it. The Sector or any Member shall have a period of 7 calendar days
23 following the First Refusal Notice Date in which to elect to purchase or lease the ACE at
24 the price and subject to the same terms and conditions set forth in the First Refusal Notice
25 (Or an equal monetary value if other material goods or services are involved in the trade).
26 The Sector or Member shall exercise the right to purchase or lease such ACE by
27 delivering a written notice to the Transferring Member within the 7 day Election Period.
28 In the event that the Sector or Member desires to purchase or lease the ACE, then the
29 parties shall establish any necessary additional terms and conditions related to the
30 transfer, including a schedule for payment, within a reasonable amount of time. If the
31 Sector or Member has not elected to purchase or lease the ACE within the Election
32 Period, then the Transferring Member is free to Transfer the ACE to the Transferee;
33 provided that such Transfer is on the terms and conditions specified in the First Refusal
34 Notice. If the proposed Transfer to the Sector or Member is not consummated within a
35 reasonable amount of time after the close of the Election Period, then Transferring
36 Member may Transfer the ACE upon complying again with all the provisions of this
37 Section 2.09. All ACE transfers must also comply with Section 4.09 below, including
38 those requirements for Board and NMFS approval.
39

40 **Section 2.10. Release of Confidential Data.** Pursuant to section 402(b)(1)(F) of the
41 Magnuson-Stevens Fishery Conservation and Management Act, 16 U.S.C
42 §1881a(b)(1)(F), the undersigned hereby authorizes the release to the manager of the
43 Maine Coast Community Sector of information that may be or is considered to be
44 confidential or privileged by the Magnuson-Stevens Act or other federal law regarding
45 the catch of various species of fish associated with the limited access Northeast
46 multispecies permit with the Moratorium Right Identifiers (MRIs) enrolled in the sector

1 submitted to the National Marine Fisheries Service that the undersigned has authority to
2 access. This information includes data required to be submitted or collected by NMFS,
3 including but not limited to days-at-sea allocation and usage, vessel trip reports, dealer
4 reports, Northeast Fishery Observer Program data, catch and landings history data, at-sea
5 monitoring data, VMS information, and all other information associated with the vessel,
6 MRI #, and/or permit records.

7
8 In addition to the Sector Manager, and the Sector Data Specialist (Lucy Van Hook may
9 be allowed access to this data for specific projects as approved by the Sector Manager.

10
11 **Article III. ADMINISTRATION**

12 Section 3.01. Sector Manager. The Board of Directors (the “Board”) of the Sector
13 shall appoint a manager of the Sector (the “Manager”), which Manager shall have the
14 authority to manage the day-to-day business of the Sector and to act as its designated
15 agent for service of process. Ben Martens of Topsham, Maine, is the current agent for
16 service of process and will continue in that role if appointed Manager, as anticipated.

17
18 Section 3.02. Manager Authority. The Manager shall have the authority (i) to monitor
19 the activities of the Members and the Participating Vessels and to take other similar
20 actions as may be necessary to ensure compliance by the Members and their Permits and
21 Participating Vessels with this Agreement and other Sector requirements as may be
22 adopted under the terms of this Agreement or the Sector’s Bylaws, as well as applicable
23 laws, rules and regulations, and (ii) subject to the authority and direction of the Board or
24 a committee delegated thereby pursuant to this Agreement, the Sector’s Bylaws or any
25 other agreement relating to the Sector’s internal governance, to enforce this Agreement,
26 including specifically, without limitation, the authority to impose “stop fishing” orders
27 and penalties as set forth in the Schedule of Penalties (as hereinafter defined). The
28 Manager shall also act as the liaison between NMFS and the Sector.

29 Section 3.03. Infractions Committee. The Board shall appoint an infractions
30 committee (“Infractions Committee”) consisting of a minimum of three Members. Such
31 Infractions Committee shall include at least one Member from each of the primary gear
32 types in the Sector (currently trawl and gillnet), shall include at least one member whose
33 home port is north of Portland and one whose home port is south of Portland, and no
34 Infractions Committee member shall be on the Board. The Infractions Committee shall
35 ensure fair, consistent and appropriate enforcement of this Agreement, the Harvesting
36 Rules, the ACE (as hereinafter defined) requirements set forth on Exhibit B hereto, the
37 Plan, Amendment 16, and other Sector requirements as may be adopted under the terms
38 of this Agreement or the Sector’s Bylaws. The Infractions Committee is responsible for
39 reviewing the “Schedule of Penalties” attached as Exhibit A and shall either approve it
40 or, if it determines appropriate, it shall prepare and recommend changes to the Board for
41 its approval. The Schedule of Penalties shall address any unauthorized fishing activities
42 (whether under applicable laws, rules and regulations or otherwise) and violations of this
43 Agreement, the Harvesting Rules, the ACE requirements, the Plan, Amendment 16, and
44 other Sector requirements as may be adopted under the terms of this Agreement or the
45 Sector’s Bylaws. Such schedule of penalties may be based on reductions in ACE instead

1 of or as an alternative to dollars amounts. The Board shall review and approve any
2 Schedule of Penalties prepared and recommended by the Infractions Committee prior to
3 the commencement of the fishing year for which such Schedule of Penalties has been
4 prepared. In addition, the Infractions Committee shall have the authority to take any
5 number of enforcement measures against the Members for the non-payment of
6 membership dues and/or poundage fees. Such enforcement measures may include
7 requesting expulsion of the violating Member under Section 8.02 and issuing a stop
8 fishing order against such Member.

9 **Section 3.04. Procedures for Investigations.** In addition to the Manager's authority
10 described in Section 3.02 hereof, the Manager may, on his own, and shall, at the request
11 of the Board or a Member, request that the Infractions Committee conduct an
12 investigation of possible infractions of the Agreement, the Harvesting Rules, the Plan,
13 Amendment 16, or other Sector requirements as may be adopted under the terms of this
14 Agreement or the Sector's Bylaws, by calling a meeting of the Infractions Committee and
15 presenting it with the information that is the basis for the Manager's or Member's opinion
16 that an infraction occurred. The Infractions Committee shall operate as a "blind"
17 committee, such that the identity of the Member, Permit and/or Participating Vessel
18 under consideration shall only be known to the Manager. The Committee may assign a
19 number of its members, which constitutes no more than 50% of the Infractions
20 Committee, to investigate the matter further and to recommend action, if any, to the full
21 Infractions Committee. Such committee member assignments shall be rotated. If, upon
22 the conclusion of such investigation, the Infractions Committee determines by an
23 affirmative vote of a majority (51%) of its members that a violation of this Agreement,
24 the Harvesting Rules, the Plan, Amendment 16, or other Sector requirements (as may be
25 adopted under the terms of this Agreement or the Sector's Bylaws) has occurred, it may,
26 and is hereby given the authority to impose penalties consistent with those prescribed in
27 the Schedule of Penalties, (ranging from letters of warning to fines or reductions in ACE,
28 to stop fishing orders) or to recommend expulsion of the Member. The Infractions
29 Committee shall exercise all reasonable efforts to ensure that penalties and settlements
30 are commensurate with the nature and extent of the violation, are designed to further the
31 purposes of the Sector, Plan, and Amendment 16, and are uniform with those reached in
32 similar circumstances. All appeals from such Infractions Committee action shall be taken
33 in accordance with Section 7.05 hereof. Each of the Members agrees to cooperate fully
34 with the Manager and the Infractions Committee in such investigations and procedures
35 (including cooperation with any requests for information or data that may be made by the
36 Manager or the Infractions Committee).

37 **Section 3.05. Sector Weekly and Daily Catch Reports** The sector will submit required
38 reports using the format and procedure prescribed by NMFS. The Manager will retain
39 and maintain all sector data, paper and electronic, and shall, on a weekly basis, transmit
40 to NMFS catch reports providing data required by NMFS that includes, but are not
41 limited to, (i) catch data by cumulative live weight landings and discards by stock,
42 statistical area, and status of ACE for each of the stocks allocated to the Sector; (ii)
43 administrative data including week ending date, number of trips, gear used, submission
44 date of report, and whether the record was new or updated; (iii) observer data including
45 data collected on an observed trip by a Northeast Fisheries Observer Program Observer,

1 and shall extrapolate that across the entire Sector (cumulative) in the manner prescribed
2 by NMFS; (iv) monitoring data including catch data collected on monitored trips by
3 independent, third-party catch monitors, with extrapolation across the entire Sector
4 (cumulative) in the manner prescribed by NMFS; (v) issues regarding data discrepancies,
5 such as outstanding catch records and any actions being taken to resolve such
6 discrepancies, (vi) any enforcement or compliance issues, including issues that were
7 resolved or issues under investigation (unless administrative only), and (vii) a list of
8 vessels landing during the week, a summary of the at sea monitoring effort that includes
9 the vessels monitored, the date and location of monitoring, and any discrepancies
10 observed.

11
12 This information will be organized and contained in the following weekly reports:

- 13
14 • Sector Manager ACE Status Report: The ACE Status Report provides the
15 sector managers ACE status calculations. This will allow NMFS to cross-
16 check totals, as stipulated in Amendment 16. Information includes the
17 original ACE at the start of the fishing year, the current ACE, harvested
18 ACE, and the percent harvested to date.
- 19 • Sector Manager Detail Report: The Sector Manager Detail Report
20 includes information down to the sub-trip level about each sector trip for a
21 given week, regardless of the completeness of the data. The information
22 will include stock, gear, mesh categories, landing amounts, discards, and
23 total catch.
- 24 • Sector Manager Trip Issue Report: The Sector Manager Trip Issue Report
25 provides information about sector trips for a given week that have
26 enforcement, data quality, or other issues. The sector manager will submit
27 one Issue Report per reporting period. Weekly reports must include any
28 enforcement or reporting compliance issues, including violations of sector
29 operations plans (exclusive of defined administrative provisions),
30 violations of regulations, or general problems with monitoring or sector
31 operations during the reporting period.

32
33 The reporting frequency for the sector manager's ACE Status Report will be increased to
34 daily when 90% of any of the sector's ACEs is reached. An alternative threshold for
35 increasing reporting frequency may be implemented during FY 2014 if agreed upon by
36 the sector and NMFS. The Manager shall include in such notice whether it intends to
37 distribute the ACE reserve, consistent with sections 4.03 and 4.04.

38
39 The Sector manager (or his/her designated representative) will derive stock specific
40 discards for each trip. If the trip is observed by either an at-sea monitor or a Northeast
41 Fisheries Observer Program (NEFOP) observer, discards will be derived based on data
42 collected during that trip and will account for all hauls (observed and unobserved) on that
43 trip. If the trip is not observed, discards will be derived using the NMFS-provided discard
44 rate resulting from the NMFS method to estimate 'in-season' discard rates, which may not
45 include data from research trips or sector trips using certain exemptions
46

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

3
 4 **Section 3.06. Annual Report.** The Manager shall prepare and submit to the Council
 5 and NMFS an annual year-end report on the fishing activities of its Members, including
 6 the harvest levels of all species by Sector vessels (landings and discards by gear type), the
 7 number of sector vessels that fished for regulated groundfish, and the permit and MRI
 8 numbers associated with those vessels (except when this would violate protection of
 9 confidentiality), the number of vessels that fished for other species, the method used to
 10 estimate discards, the landing ports used by Sector vessels while landing regulated
 11 groundfish, any enforcement actions taken against the Members, and other relevant
 12 information required by the Regional Administrator to evaluate the Sector’s performance,
 13 within 60 days of the end of the fishing year.

14
 15 **Section 3.07. Sector Board.** For FY 2014, the MCCA board of directors, officers, and
 16 attorney are listed below. If the Manager (Ben Martens) cannot be reached NMFS may
 17 contact Gerry Cushman with any sector-related business. If Mr. Cushman cannot be
 18 reached any of the officers or the MCCA attorney may then be contacted regarding
 19 sector-related business. NMFS may receive official communications on the sector’s
 20 behalf from these same individuals.

21
 22 MCCA Board of Directors:

- 23 • Bryan Bichrest
- 24 • Gerry Cushman
- 25 • Joe Nickerson
- 26 • Geoff Smith
- 27 • Gary Libby
- 28 • Kelo Pinkham
- 29 • Brian Pearce

30
 31 MCCA Attorney
 32 Roger Fleming, Attorney

33
 34 **Section 3.08. Sector Points of Contact.**

Sector Communications Contacts for Maine Coast Community Sector Fishing Year 2014							
Name	Title	Responsibility	Email	Phone	Streets Address	City/State	Zip
Ben Martens	Manager	Day-to-day sector operations, policy issues, outreach	ben@mainecoastfishermen.org	207.619.1755	PO Box 112	Topsham, ME	04086
Lucy Van Hook	Fisheries Program Coordinator, Sector Data Specialist	Alternative Contact, Weekly reports					
Gerry Cushman	Board Liaison	Board Contact (Emergencies Only)					

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Article IV. ALLOCATION AND HARVEST

Section 4.01. Sector Allocation. The Sector will be allocated an Annual Catch Entitlement (“ACE”) of all allocated groundfish stocks consistent with Amendment 16 and as set forth in Exhibit B hereto. Sector ACE for each groundfish stock will be based on the landings history of each permit during the time period FY1996-FY2006, except for GB Cod, which is allocated to certain permit/MRIs based on FY1996-FY2001 (see Amendment 16).

Section 4.02. Annual Distribution, Consolidation, and Harvest. Each Member hereby acknowledges and agrees that the aggregate allocation of Groundfish authorized by Amendment 16 and NMFS to the Sector (“Sector ACE”) shall be harvested in accordance with the Harvesting Rules, which are set forth as Exhibit C hereto, and the provisions for allocation set forth in Exhibit B hereto. Consistent with Exhibit B, prior to the commencement of the Fishing Year, the Board shall make an initial distribution of the Sector’s ACE to members based on the Members’ fishing history (“Individual ACE”). After the initial allocation of ACE is made, and at any time during the fishing year, Members are free to transfer, lease, or sell any Individual ACE to any other Member consistent with Section 4.09. Members with or without ownership interests in multiple Permits may consolidate ACE to harvest from a single or fewer vessels, provided that the Manager is notified and consents to such transfer. See Section 5.10 for further discussion regarding redistribution of ACE, and Exhibit B and Table B.3 for further discussion regarding consolidation of ACE.

Each Member agrees to, and agrees to cause its Participating Vessels to, exercise all commercially reasonable efforts to (i) assist in harvesting an amount of Groundfish equal to, but not greater than, the Sector ACE, as further set forth on Exhibit C, and (ii) to comply with all of the other Sector requirements set forth in Exhibit B and Exhibit C hereto. If at any time during the fishing year the Board determines that the Sector ACE may not be fully harvested, the Board shall, subject to the provisions of this Section 4.02, seek to redistribute the Sector ACE, through Individual ACE, monthly Sector ACE targets or otherwise, to ensure that the Sector ACE is fully harvested. In addition, to the extent that the Sector ACE is adjusted upward or downward after the commencement of any fishing year, whether by the authority of NMFS, by framework adjustment or by other regulatory action, the Board shall have the authority to redistribute the adjusted Sector ACE through adjustments to Individual ACE, monthly quotas, or otherwise, to ensure that the adjusted Sector ACE is properly harvested by the Members.

Section 4.03. Sector ACE Reserve. Each Member agrees that the Board may, in its sole discretion, establish a reserve of each Groundfish species in order to ensure that the Sector remains in compliance with its Sector ACE limit; provided, however, that such reserve shall not exceed 10 percent (10%) of the Sector ACE. The amount of the reserve shall be deducted from the Sector ACE before such Sector ACE is distributed among the Members, their Permits and their Participating Vessels through Individual ACE, monthly quota targets, or otherwise.

1 Section 4.04. Distribution of Sector ACE Reserve. If the Board, subsequent to the
2 establishment of a reserve pursuant to Section 4.03 hereof, determines that the Sector
3 ACE, as adjusted pursuant to Section 4.03, will be harvested by the Participating Vessels,
4 the Board shall release and authorize the harvesting of the reserve by the Members. Such
5 release and authorization shall be conducted in a manner consistent with all other
6 requirements herein and any additional Board requirements approved as part of the
7 authorization in order to ensure the Sector ACE is not exceeded.
8

9 Section 4.05. Research Reserve. Each Member agrees that the Board may establish a
10 reserve of ACE for each Groundfish species for purposes related to research. The terms
11 and conditions for the distribution of ACE placed into the reserve shall be established
12 through an agreement between the Board and the Member(s) electing to place ACE in the
13 reserve. The amount of the reserve shall not exceed the ACE of such Member(s), their
14 Permits, and their participating Vessels, and shall be deducted from the Sector ACE
15 before such Sector ACE is distributed through Individual ACE or otherwise.
16

17 Section 4.06. Distribution of Research Reserve. The Board, subsequent to the
18 establishment of a Research Reserve pursuant to Section 4.05 hereof, shall release and
19 authorize the harvesting of the Research Reserve by the Members as specified in the
20 agreement(s) establishing such reserve. Such release and authorization shall be
21 conducted in a manner, consistent with this plan, that continues to ensure the Sector ACE
22 is not exceeded.
23

24 Section 4.07. Monitoring Costs Reserve. Each Member agrees that the Board may
25 establish a reserve of ACE for each groundfish species for purposes related to monitoring
26 costs. The terms and conditions for the distribution of ACE placed into the reserve shall
27 be established through an agreement between the Board and the Member(s) electing to
28 place ACE in the reserve. The amount of the reserve shall not exceed the ACE of such
29 Member(s), their Permits, and their participating Vessels, and shall be deducted from the
30 Sector ACE before such Sector ACE is distributed through Individual ACE or otherwise.
31

32
33 Section 4.07. Fishing History in Sector. The Members agree that any fishing history,
34 which is accumulated or established using the Individual ACE attributed to a Member's
35 Permit while it is participating in the Sector (the "Sector History"), shall be attributed to
36 such Member's Permit, and not to any other permits. The Members further agree that
37 any future allocations of Groundfish made within the Sector shall be based on the fishing
38 history of the Members' Permits that is accumulated during the relevant Qualifying
39 Period.
40

41 Section 4.08. Non-Prejudicial. It is the intent of the Members that the allocation of
42 ACE to any Member's Permit related to the Qualifying Period, derived from reports to
43 NMFS prior to joining the Sector, shall not be diminished or penalized as a result of
44 participation in the Sector in lieu of participation in the multispecies DAS program.
45

46 Section 4.09. ACE Transfer/Carryover. The Sector may carry up to 10 percent of its

1 unused ACE forward into the next fishing year. Participating Vessels and/or Permits may
2 transfer Individual ACE to other Participating Vessels and/or Permits, or otherwise pool
3 or redistribute Individual ACE, provided that the Manager is notified and consents to
4 such transfer.

5
6 There is no limit on the amount of ACE that can be transferred between Sectors. This
7 exchange can occur at any time during the fishing year and up to 2 weeks into the
8 following fishing year. Members must notify the Manager prior to requesting a transfer
9 of ACE to another Sector and such request must be approved by the Board prior to the
10 Sector transmitting the ACE transfer request to NMFS. The transfer does not become
11 effective until approved by NMFS and both Sectors are notified.

12
13 Since ACE transfers may take place after fishing has commenced and it will not be clear
14 whether sectors are able to balance overages by acquiring ACE until all transfers have
15 been processed, the Sector recognizes that NMFS will hold 20 percent of the Sector ACE
16 for each stock in reserve until 61 days after the beginning of the fishing year in order to
17 ensure that sectors will have sufficient ACE to balance overages from the previous year.

18
19 **Section 4.10. ACE Overages.** Any Sector ACE overage that is not accounted for
20 through a subsequent ACE transfer will be considered a violation of the Plan and
21 regulations. NMFS may hold Members and the Sector jointly and severally liable for
22 such overage as indicated in Article VII below. If the Sector or a Member exceeds its or
23 their allocation, the overage will be deducted the following year on a pound for pound
24 basis, after accounting for any transfers. A permanent reduction in Sector ACE will
25 follow any vessels that leave the Sector.

26
27 The Harvest Rules, Exhibit C, show how the Sector plans to avoid exceeding its ACE,
28 along with actions to be taken should the ACE be exceeded. Overage penalties are
29 identified in the schedule of penalties (Exhibit A). NMFS will withhold 20 percent of the
30 Sector ACE at the beginning of the fishing year for a period of 61 days to allow time to
31 process any end-of-year transfers of ACE and to determine whether any reductions in
32 ACE are necessary due to overage in the previous year.

33
34 If an overage occurs and a vessel(s) leaves the Sector but the remaining vessels have
35 enough ACE to cover the overage deduction, the impacts on departing Members will be
36 determined by the Infractions Committee and Board.

37
38 If an overage occurs and the Sector disbands completely each permit will receive a
39 percentage reduction in DAS equal to the maximum percentage overage of the Sector
40 (e.g. The Sector goes over by 5% on stock A and 10% on stock B, therefore each permit
41 receives a 10% DAS reduction).

42
43 If a vessel causes a Sector ACE overage, leaves the Sector, and there is insufficient ACE
44 in year 3 to cover the year 2 overage, consistent with Amendment 16 there will be a
45 pound-for-pound penalty applied to that permit in the new Sector or a percentage DAS
46 reduction if the Member joins the Common Pool.

1
2 **Section 4.11 Non-target Fisheries.** The MCCS will undertake measures to avoid or
3 minimize catching groundfish in non-groundfish fisheries participated in by sector
4 vessels by adhering to all monitoring and reporting requirements, using gear that
5 minimizes groundfish bycatch such as nordmore grates and topless trawls in the shrimp
6 fishery, and adjusting its fishing patterns (time and area restrictions) or its gear at the
7 request of the Sector Manager if groundfish catch approaches either an individual's or the
8 Sector's ACE. If at any point an individual or the Sector does not have ACE available
9 and groundfish catch cannot be avoided in a non-groundfish fishery for which there is not
10 a separate sub-ACL of groundfish, then its vessels shall not participate in such fisheries.

11
12 **Article V. ADDITIONAL MEMBERSHIP REQUIREMENTS, RESTRICTIONS,**
13 **AND EXEMPTIONS**

14 **Section 5.01. Letters of Authorization and Proof of Sector Membership.** Upon
15 approval, each sector vessel will be issued a Letter of Authorization (LOA) specifying
16 any exemptions from Federal regulations and laws. Vessels must comply with all
17 applicable Federal regulations and laws not specifically exempted in the LOA. Each
18 Member agrees that its Participating Vessel(s) shall maintain on-board at all times while
19 fishing for groundfish a LOA from NMFS verifying such Participating Vessels'
20 participation in the Sector, contact information for the Sector Manager, and a copy of the
21 Operations Plan and Agreement in effect for the current fishing year.

22
23 **Section 5.02. Gear Restrictions.** While the primary gears used by Participating Vessels will
24 be otter trawls and sink gillnets, there is some history of use of other gear including demersal
25 long lines and handlines. The MCCS is authorized to use any gear allowed by regulations
26 including automated hook, jigs, handlines, Scottish seines, beam trawls, or pots.

27 **Section 5.03. Area Restrictions.** Each Member and Participating Vessel agrees that it
28 shall not fish commercially with gear that is capable of harvesting Groundfish outside the
29 Gulf of Maine Regulated Mesh Area (RMA), the Inshore Georges Bank RMA or the
30 Offshore Georges Bank RMA, as identified in the Harvesting Rules set forth in Exhibit C
31 hereto.

32 **Section 5.04. Area Declarations.** For the purpose of providing the Sector and its
33 Manager with a greater understanding of the fishing patterns conducted by their
34 members, the following reporting requirements have been crafted and adopted by the
35 Sector in collaboration with **all** Northeast Groundfish Sectors in the region. These
36 provisions afford Sectors an administrative tool to track fishing activity west of the 70:15.
37 The implementation of the following requirements is conditioned on the adoption of all
38 Northeast Groundfish Sectors in their FY 2014 Operations Plans. In the event this
39 provision is not adopted by all Northeast Groundfish Sectors the specifications below will
40 not be implemented by this Sector.

41
42 For the purpose of this rule, the portion of BSA 1 West of 70:15 to the shoreline North to
43 the Maine Coast and South to Cape Cod would be defined as **Inshore GOM**.

1 **When an Observer/Monitor is onboard.** The Sector Vessel may declare and fish in all
2 Broad Stock Areas, including the portion of BSA 1 defined as the Inshore GOM in
3 section 5.04.

4
5 **When an Observer/Monitor is NOT onboard.**

6 If the Sector Vessel intends to fish West of the 70:15 in the area described in Section 5.04
7 of this operation plan as the Inshore GOM, at any time during a trip, the vessel must
8 declare BSA 1 only and the Sector Vessel may not conduct any fishing activity outside of
9 the area defined as BSA 1 for the entire trip.

10
11 If the vessel declares more than one Broad Stock Area on a trip, the vessel is prohibited
12 from conducting fishing activity West of the 70:15 in the area described in Section 5.04.
13 as the Inshore GOM.

14
15 If the Member declares more than one BSA on the trip, the Member is prohibited from
16 conducting fishing activity West of the 70:15 in the area described above as the Inshore
17 GOM and the Member must indicate acknowledgement of this restriction by transmitting
18 a Trip Start Hail, through their VMS unit or third party software, and check the “b.
19 Inshore Gulf of Maine” from the list of Sector Ops Plan Provisions in the Trip Start Hail.

20
21
22 **Section 5.05. Operators.** Each Member agrees to ensure that any operators of its
23 Participating Vessels fully comply with the obligations and restrictions set forth in this
24 Agreement. Each Member further agrees to accept responsibility hereunder for the
25 actions of any such operators that result in a violation of this Agreement.

26 **Section 5.06. Designated Landing and Departure Ports.** To enable the Members and
27 the Manager to monitor, observe and verify catches, each Member agrees that each of its
28 Participating Vessels will only offload fish in, and depart to fish from, the designated
29 ports as follows (“Remote” locations are noted.):

- 30
31 1. Portland Harbor, Portland, ME
32 2. Port Clyde Harbor, Port Clyde ME (Remote)
33 3. Cape Porpoise Harbor, Kennebunkport, ME (Remote)
34 4. Kennebunkport Harbor, Kennebunkport, ME (Remote)
35 5. Sebasco Harbor, Phippsburg, ME (Remote)
36 6. Boothbay Harbor, Boothbay Harbor ME (Remote)
37 7. Cundys Harbor, Harpswell, ME (Remote)
38 8. Camp Ellis, Saco, ME (Remote)
39 9. South Briston, ME (Remote)
40 10. Five Islands, ME (Remote)
41 11. Bass Harbor, ME (Remote)
42 12. Gloucester Harbor, Gloucester, MA (Remote)
43 13. Saco, ME (Remote)
44 14. Portsmouth, NH (Remote)

45
46 **Section 5.07. Landing Port Exceptions.** Landings in ports other than those listed in

1 Section 5.06 are permitted on a temporary, case-by-case basis, subject to prior approval
2 of the Manager; provided, that the Manager determines that the excepted landing will not
3 impair effective enforcement and monitoring of the Sector and this Agreement. Such
4 exceptions may be granted at the discretion of the Manager with NMFS OLE approval of
5 the issue prompting the exemption request. Exemptions may be granted due to weather,
6 safety concerns, equipment malfunction, or family emergency. For the purposes of this
7 paragraph, landing port exceptions that are of a significant or prolonged nature, would
8 include, but not be limited to, more than two exceptions per month for a vessel, or if the
9 timeframe for any such exception is greater than two days.

10
11 **Section 5.08. Advanced Notice of Offloading.** Consistent with the requirements of
12 Section 6.01, vessels shall notify the Sector Manager through the vessel's Vessel
13 Monitoring System (VMS) or other means prior to landing, Consistent with Exhibit G,
14 each Participating Vessel operator must send a trip start hail and a trip end hail six hours
15 before arrival, or immediately upon leaving the fishing grounds if fishing ends less than
16 six before landing. An alternative timing for the trip end hail may be implemented during
17 the 2014 fishing year if agreed upon by the sector, sector monitoring provider, and
18 NMFS. Vessels shall provide location and approximate time of landing, and estimation of
19 pounds to be landed. The trip end hail will be sent upon completion of the last tow with
20 required information.

21
22 **Section 5.09 Exemptions.** The MCCA is exempt from certain regulations otherwise
23 applicable to participants in the Groundfish FMP. Upon approval, each sector vessel will
24 be issued a Letter of Authorization (LOA) specifying the exemptions granted. Vessels
25 must comply with all applicable Federal regulations and laws not specifically exempted
26 in the LOA.

27
28 *Universal Exemptions*

29 Such exemptions include all of the "universal exemptions" approved as part of the
30 Groundfish FMP and Amendment 16. These universal exemptions applicable to the
31 MCCA include the following:

- 32
33 1. Trip limits on allocated stocks (described more fully in Exhibit C)
34 2. Groundfish days-at-sea (DAS) restrictions (note that DAS regulations will still
35 exist for certain non-groundfish fisheries including monkfish)
36 3. Portions of the Gulf of Maine Rolling Closure Areas (described more fully in
37 Exhibit C)
38 4. Georges Bank Seasonal Closed Area
39 5. The 6.5-inch minimum mesh size restriction for trawl gear when using a haddock
40 separator trawl within the Georges Bank Regulated Mesh Area, provided the
41 vessel uses a codend with at least 6-inch minimum mesh size.

42
43 *Exemptions Previously Approved for FY 2014*

44 The final rule approving sectors for FY 2010 (75 Fed. Reg. 18113 (April 9, 2010))
45 approved several additional exemptions for certain sectors. As directed by NMFS,
46 although these exemptions were approved for FY 2010, 2011, 2012, and 2013 sectors

1 wanting these exemptions for FY 2014 must again include these exemption requests in
 2 their FY 2013 operations plans, but do not need to provide a supporting justification for
 3 these exemptions as NMFS will use the same information from 2010, 2011, 2012 and
 4 2013. The FY 2010, 2011, 2012, 2013 exemptions requested by the MCCA for FY 2014
 5 are as follows:

- 6 • 120-day block requirement out of the fishery for day gillnet vessels
 - 7 ○ This measure was implemented in 1997 under FW 20 (62 FR 15381, April 1,
 - 8 1997) to help ensure that management measures for Day gillnet vessels were
 - 9 comparable to effort controls placed on other fishing gear types (the proposed
 - 10 rule for this action erroneously stated that this action had been implemented
 - 11 in 1996 under Amendment 7). Regulations at § 648.82(j)(1)(ii) require that
 - 12 each NE multispecies gillnet vessel declared into the Day gillnet category
 - 13 declare and take 120 days out of the non-exempt gillnet fishery. Each period
 - 14 of time taken must be a minimum of 7 consecutive days, and at least 21 of the
 - 15 120 days must be taken between June 1 and September 30. This measure was
 - 16 designed to control fishing effort and, therefore, is no longer necessary for
 - 17 sectors because sectors are restricted to an ACE for each groundfish stock,
 - 18 which limits overall fishing mortality. Because sector vessels are prohibited
 - 19 from discarding all legal-sized allocated fish when on a sector trip, and are
 - 20 restricted by their ACE, vessels will likely fish more selectively, which in
 - 21 turn, can increase each vessel's catch per unit of effort (CPUE) and reduce
 - 22 the number of days that fixed gear is in the water. Similarly, protected species
 - 23 (such as harbor porpoise and humpback whales) may benefit from less fishing
 - 24 effort and fewer gear days.
- 25 • 20-day spawning block
 - 26 ○ Regulations at § 648.82(g) require vessels to declare out and be out of the NE
 - 27 multispecies DAS program for a 20-day period each calendar year between
 - 28 March 1 and May 31, when spawning of cod is most prevalent in the GOM.
 - 29 While this measure was designed to reduce fishing effort on spawning fish
 - 30 stocks, sector vessels will utilize an ACE to restrict their fishing mortality.
 - 31 Undersized fish caught by sector vessels cannot be kept and, additionally, the
 - 32 catch will count against the sector's ACE. This creates a strong incentive for
 - 33 sectors to avoid catching undersized fish. In addition, there are minimal
 - 34 temporal and spatial restrictions associated with this regulation, and allowing
 - 35 vessel owners to select any 20-day period out of the fishery does not
 - 36 necessarily prevent them from harvesting spawning fish.
- 37 • Limitation on the Number of Gillnets for Day Gillnet Vessels
 - 38 ○ Vessels are allowed to fish up to 150 gillnets (any combination of flatfish or
 - 39 roundfish nets) in each of the groundfish regulated mesh areas (RMAs).
 - 40 Current gear restrictions in the RMAs restrict Day gillnet vessels from fishing
 - 41 more than: 100 gillnets (of which no more than 50 can be roundfish gillnets)
 - 42 in the GOM RMA (§ 648.80(a)(3)(iv)(B)(2)); 50 gillnets in the GB RMA (§
 - 43 648.80(a)(4)(iv)(B)(2)); and 75 gillnets in the SNE and MA RMAs (§

1 648.80(b)(2)(iv)(B)(1), and § 648.80(c)(2)(v)(B)(1), respectively).
2 Regulations require nets to be marked with either one or two tags per gillnet
3 depending on the type of net and RMA fished, for the purpose of enforcing
4 gillnet limits. These restrictions were implemented in 1996 under
5 Amendment 7 and revised in Amendment 13 to prevent an uncontrolled
6 increase in the number of nets being fished, thus undermining the applicable
7 DAS effort controls. Because this measure was designed to control fishing
8 effort, NMFS believes that a net restriction is no longer necessary, since the
9 sector is confined to an ACE for each stock, which caps overall fishing effort.
10 Vessels are also exempt from the current tagging requirements and, instead,
11 will be required to mark their gear with one tag per net. An LOA issued to the
12 sector vessels that qualify for this exemption will specify the tagging
13 provisions to ensure it is an enforceable provision. Due to concerns for
14 spawning cod in 2013, this exemption was approved but limited to use
15 outside of Blocks 124 and 125 in May and Blocks 132 and 133 in June.

- 16 • Prohibition on a vessel hauling another vessel’s gillnet gear
 - 17 ○ This exemption allows one vessel to hauling another vessel’s gillnet gear (§§
18 648.14(k)(6)(ii)(A) and 648.84). These sectors argued that the regulations
19 pertaining to gear-marking controls, setting, and hauling responsibilities are
20 no longer necessary, because the sector would be confined to an ACE for
21 each stock, and that “community” fixed gear would allow vessel owners
22 greater flexibility. In addition, the sectors argued that shared fixed-gear
23 fishing effort could potentially reduce the amount of gillnet gear in the water
24 and minimize the use of gear to “hold” additional bottom ground. Sectors
25 specify in their Operations Plans that all vessels participating in community
26 fixed gear will be held jointly liable for any violations associated with that
27 gear. An LOA issued to the sector vessels that qualify for this exemption will
28 specify the tagging provisions to ensure it is an enforceable provision.

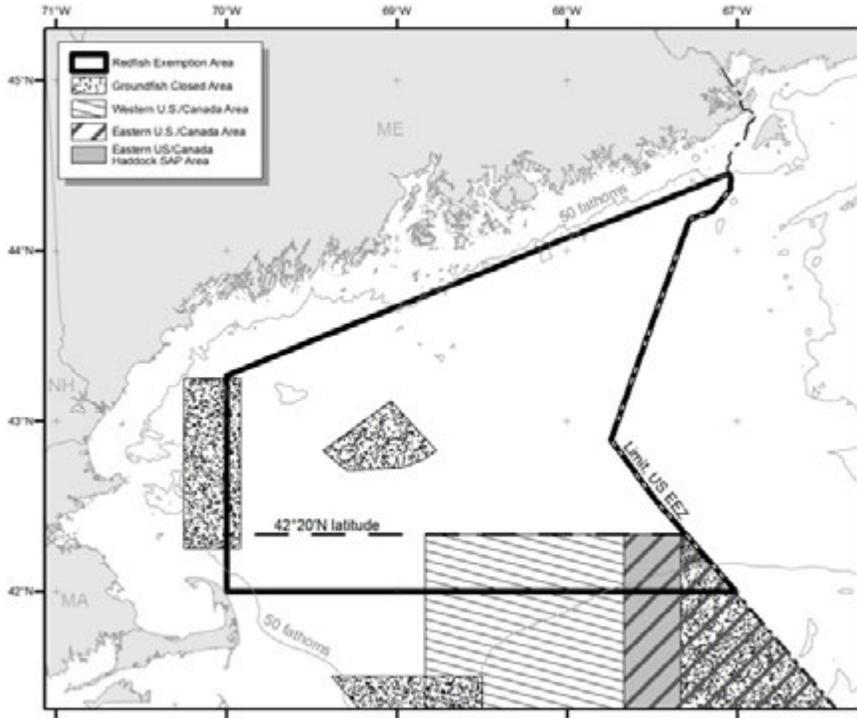
29 *MCCS members did not utilize this exemption last fishing year and has only been used once*
30 *since the sector has requested the exemption. When it was used it was because one of our*
31 *members had a boat break down and did not wish to leave his gear out on the water for an*
32 *extended period of time. MCCS does not expect to see this exemption utilized except in rare*
33 *instances similar to our one previous use of this exemption.*

- 34 • Limitation on the Number of Gillnets That May Be Hauled on GB When Fishing
35 Under a Groundfish/Monkfish DAS
 - 36 ○ This is an exemption from the limit on the number of gillnets that may be
37 hauled on GB when fishing under a groundfish/monkfish DAS. Current
38 regulations at § 648.80(a)(4)(iv)(B), which prohibit Day gillnet vessels
39 fishing on a groundfish DAS from possessing, deploying, fishing, or hauling
40 more than 50 nets on GB, were implemented as a groundfish mortality control
41 under Amendment 13. This exemption would increase efficiency of gillnet
42 vessels by allowing them to haul additional nets per trip—nets which are
43 already permitted in the water under the Monkfish FMP. This exemption does
44 not permit the use of additional nets; it only allows nets deployed under
45 existing net limits in the NE Multispecies and Monkfish FMPs to be hauled
46 more efficiently by vessels dually permitted under both FMPs.
- 47 • Length and horsepower restrictions of the DAS Leasing Program

- 1 ○ This is an exemption from the number of hooks that a vessel may fish on a
 2 given fishing trip. This measure, which was initially implemented through an
 3 interim action (67 FR 50292, August 1, 2002) and made permanent through
 4 Amendment 13, was designed to control fishing effort and, therefore, is no
 5 longer necessary because the sector is confined to an ACE for each stock,
 6 which restricts fishing mortality. Current regulations (§648.80) prohibit
 7 vessels from fishing or possessing more than 2,000 rigged hooks in the GOM
 8 RMA, more than 3,600 rigged hooks in the GB RMA, more than 2,000 rigged
 9 hooks in the SNE RMA, or more than 4,500 rigged hooks in the MA RMA.
 10 The potential for gear interactions between protected resources and
 11 longline/hook gear is much lower than the interaction potential from bottom
 12 trawl or gillnet gear. In addition, the use of longline/ hook gear minimizes
 13 fishing impacts on benthic habitat.
- 14 • Limit on the number of hooks that can be fished
- 15 ○ This is an exemption from the number of hooks that a vessel may fish on a
 16 given fishing trip. This measure, which was initially implemented through an
 17 interim action (67 FR 50292, August 1, 2002) and made permanent through
 18 Amendment 13, was designed to control fishing effort and, therefore, is no
 19 longer necessary because the sector is confined to an ACE for each stock,
 20 which restricts fishing mortality. Current regulations (§648.80) prohibit
 21 vessels from fishing or possessing more than 2,000 rigged hooks in the GOM
 22 RMA, more than 3,600 rigged hooks in the GB RMA, more than 2,000 rigged
 23 hooks in the SNE RMA, or more than 4,500 rigged hooks in the MA RMA.
 24 The potential for gear interactions between protected resources and
 25 longline/hook gear is much lower than the interaction potential from bottom
 26 trawl or gillnet gear. In addition, the use of longline/ hook gear minimizes
 27 fishing impacts on benthic habitat.
- 28 • VMS power down exemption. This exemption only applies for vessels with NE
 29 multispecies permits that do not have other permits requiring 25 hour VMS (e.g.
 30 scallop).
- 31 ○ The regulations at § 648.10(b)(4) require that a vessel issued certain
 32 categories of NE multispecies permits, or participating in a sector, must have
 33 an operational VMS unit onboard. Additionally, the regulations at §
 34 648.10(c)(1)(i) require that the VMS units onboard a NE multispecies vessel
 35 transmit accurate positional information (i.e., polling) at least every hour, 24
 36 hr per day, throughout the year. Under certain circumstances, the regulations
 37 at § 648.10(c)(2) allow NMFS to issue a LOA allowing vessels to sign out of
 38 the VMS program for a minimum of 30 consecutive days. Because sector
 39 managers are ultimately responsible for ensuring that their sector members
 40 adhere correctly to the Operations Plans requirements, an exemption from the
 41 requirement to power a VMS while at the dock was approved, provided the
 42 vessel is at the dock and not underway. Vessels granted this exemption and
 43 electing to power down must submit the appropriate VMS declaration, as
 44 specified on the sector’s LOA. Since sectors may only request exemptions

1 from NE multispecies regulations, this exemption only applies to NE
 2 multispecies requirements; vessels must continue to comply with the
 3 requirements of other FMPs for which the vessel is permitted. For instance, a
 4 vessel in a sector granted this exemption that has a surfclam /ocean quahog
 5 permit would still need to have an active VMS 24 hr a day, 7 days a week.

- 6 • Exemption from the 6.5-inch mesh size for directed redfish trips
 - 7 ○ This exemption allows a sector vessel to fish for Acadian redfish in the
 - 8 designated Redfish Exemption Area, described below, using nets with
 - 9 codend mesh as small as 6.0 inches on any approved trawl gear.



10
 11
 12 The Redfish Exemption Area is bounded on the east by the U.S.-Canada
 13 Maritime Boundary, and bounded on the north, west, and south by the
 14 following coordinates, connected by straight lines in the order listed:
 15

Point	N. Lat.	W. Long.	Note
A	44°27.25'	67°02.75'	
B	44°16.25'	67°30.00'	
C	44°04.50'	68°00.00'	
D	43°52.25'	68°30.00'	
E	43°40.25'	69°00.00'	
F	43°28.25'	69°30.00'	
G	43°16.00'	70°00.00'	
H	42°00.00'	70°00.00'	
I	42°00.00'	(67°00.63')	(1)

16

1 ¹The intersection of 42°00' N. latitude and the U.S.-Canada Maritime
2 Boundary, approximate longitude in parentheses.
3

4 Prior to leaving the dock, any vessel that intends to use the redfish
5 exemption on a trip must declare so through the VMS trip start hail by
6 checking the box next to “Redfish Trip” under sector exemptions. For all
7 trips that declare this exemption (including those that do not use the
8 exemption), NMFS will monitor two monthly catch thresholds:
9

- 10 • For every trip that declares the exemption, at least 80-percent of the total
11 groundfish landed must be Acadian redfish; and
- 12 • For observed trips that declare the exemption, total groundfish discards
13 (including redfish), may not exceed 5 percent.

- 14
- 15 • **Sampling Exemption**

- 16 ○ Conducting scientific research on regulated fishing trips may require special
17 permits, depending on the activities proposed. A temporary research permit
18 authorizes a federally permitted fishing vessel that is accompanied by a
19 research technician, typically staff for the principal investigator, to
20 temporarily retain fish that are not compliant with applicable fishing
21 regulations to collect catch data such as length and weight. Under a temporary
22 possession permit, a vessel may be exempt from specific regulations,
23 including minimum fish sizes, closures, and possession limits. Sampled fish
24 are returned to the sea as soon as practicable after sampling. Some sectors
25 proposed independent sampling programs, where data would be collected
26 from fish that otherwise must be immediately discarded. We approved an
27 exemption for temporary possession permits for research purposes for sectors
28 with approved research activities to streamline the application and
29 documentation process.

30 *This exemption was utilized by two boats within MCCA in FY2013 for a project exploring*
31 *new technology for electronic at-sea observer coverage. It is still in use, and the project has*
32 *expanded to include six sector boats. It is likely that approximately 150 trips will use this*
33 *exemption this fishing year as we have expanded the project and put cameras on additional*
34 *boats.*

- 35
- 36 ○
- 37

38 Section 5.10. Potential Redirection of Effort. Since cuts to allocation that took place at
39 the beginning of the 2013 fishing year there has been significant redirection of effort into
40 other fisheries. This is due in part to low allocations and corresponding high lease prices
41 but mostly it is due to the difficulty many Maine fishermen are having finding fish to
42 catch.

43

44 During FY 2012, Maine Coast sector vessels switched fishing efforts into the following
45 fisheries:
46

- 1 Whiting, using small mesh
- 2 Elvers, using dipnets
- 3 Lobsters, using traps
- 4 Swordfish, using hook and line

5

6 During FY 2013, Maine Coast sector vessels switched fishing efforts into the following
7 fisheries:

8

9 Lobster, using traps

10 Whiting, using small mesh

11 Herring, using small mesh

12

13 During FY 2014, Maine Coast sector anticipates a similar redistribution of effort into the
14 fisheries above, a greater shift into the whiting fishery and many are looking for other
15 avenues to survive considering the allocation cuts they will be facing next year. At this
16 point in time it is difficult to determine what the redistribution of effort will look like next
17 year. There is also interest in aquaculture for many within the sector but it is still too
18 early to know what options lie ahead for Mainers within that industry.

19

20 The MCCS has conducted considerable mapping of historic effort by Members and the
21 Sector Manager will monitor trends and report to NMFS in writing should a significant
22 and adverse shift in effort occur. The Sector Manager may establish additional area or
23 gear restrictions designed to mitigate the adverse impacts of such shift, including bycatch
24 issues (marine mammal or otherwise) should they occur do to spatial shifts in effort or
25 increases in soak times. In addition to the other monitoring requirements contained in
26 this Operations Plan, the Manager will also monitor any redirection of effort and will
27 include that information in the Manager's reports to NMFS. Members that violate related
28 provisions will be subject to penalties in accordance with Exhibit A of the Operations
29 Plan. Further, any increase in "equity" issues would be addressed by the Board, which
30 will be comprised of both gillnet and trawl fishermen.

31

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

41

42

43 **Article VI. CATCH MONITORING AND VERIFICATION**

44 Section 6.01. Sector Hails/Reporting. Consistent with Exhibit G, each Participating
45 Vessel operator must send a trip start hail and a trip end hail six hours before arrival, or
46 immediately upon leaving the fishing grounds if fishing ends less than six before landing.

1 An alternative timing for the trip end hail may be implemented during the 2014 fishing
2 year if agreed upon by the sector, sector monitoring provider, and NMFS.
3

4 New this fishing year, a vessel must submit a trip-start hail report prior to departing port
5 at the beginning of each trip notifying the sector manager. The trip start hail will be sent
6 as an email through VMS to the sector manager and/or NMFS. The message will contain:

- 7 • Operator's Permit Number
- 8 • VTR serial number
- 9 • Whether an observer/at-sea monitor was deployed on board
- 10 • Usage of specific sector exemptions
- 11 • Usage of specific operations plan provisions
- 12 • Landing port city
- 13 • Landing state (abbreviation)An estimate of the date and time of arrival to port;
- 14 • An estimate of the date and time offload (conditionally required)
- 15 • Comments
- 16 • and any other information as instructed by the Regional Administrator or sector
17 manager.

18
19 The trip end hail will also be sent as an email through VMS to the sector manager. The
20 message will contain:

- 21 • Operator's Permit Number
- 22 • Vessel Trip Report (VTR) serial number
- 23 • First landing port city
- 24 • First landing state (abbreviation)
- 25 • Dealer/Offload Location
- 26 • Estimated time and date of arrival
- 27 • Estimated time and date of offload
- 28 • Second offload port city
- 29 • Second offload state (abbreviation)(if used)
- 30 • Total groundfish kept in pounds
- 31 • Total non-groundfish kept in pounds
- 32 • Comments (required as directed by the sector manager or Regional Administrator)

33
34 In accordance with and defined by Amendment 16, all Sector vessels will also be
35 required to make a declaration to NMFS via VMS prior to departing port identifying
36 whether they intend to fish in one broad reporting area or multiple reporting areas.
37 Vessels that fish in multiple areas will be required to provide additional daily reports to
38 NMFS as required by Amendment 16.

39
40 For trips less than 6 hours in length or occurring within 6 hours of port, the estimated time of
41 arrival to port will be provided in the trip start hail. The trip end hail will be sent upon
42 completion of the last tow with required updated information. An alternative timing for the
43 trip end hail may be implemented during FY 2014 if agreed upon by the sector, the
44 monitoring provider, and NMFS.
45

1 The sector will submit required reports using the format and procedure prescribed by
2 NMFS.

3
4 **Section 6.02. Participating Vessel Catch Reports.** To enable each Member and the
5 Sector to monitor the Members' compliance with this Agreement, each Member agrees to
6 report each of its Participating Vessels' entire catch by species on a landing-by-landing
7 basis, by providing the Manager with a copy of the official Vessel Trip Report, Electronic
8 Vessel Trip Report (EVTR), or other reporting document authorized by NMFS within 24
9 hours of offloading retained catch or prior to departing on a subsequent trip, whichever
10 occurs first, in the form and manner prescribed by the Manager. Vessels will either
11 submit an electronic VTR or a paper VTR. As provided in Section 3.05, the sector
12 manager will retain and maintain all sector data, including records of all paper and
13 electronic VTRs.

14
15 The Members agree that these records shall be maintained by the Manager. The Manager
16 shall provide such Member with the Sector's catch information that is generated from
17 such records as described in Exhibit C, or upon the request of any Member. As described
18 in Section 3.05 the Manager shall, on a weekly basis, transmit to NMFS the Sector ACE
19 Reports generated from such information along with Vessel Trip Reports or other
20 documents required by NMFS.

21
22 **Section 6.03. Dealer Reporting.** Each Member agrees to (i) sell the landings of its
23 Participating Vessels only to a dealer licensed under the Plan by NMFS and (ii) cause any
24 such dealer to provide the Manager with a copy of the official dealer weigh out slip or
25 other official reporting document required by NMFS on a weekly basis, or if pursuant to
26 Section 3.05 daily reporting is required by NMFS, within 24 hours. Each Member
27 further acknowledges and agrees that (a) it is responsible for ensuring timely dealer
28 reporting in accordance with the provisions of this Section 6.03 and (b) failure of the
29 dealer to timely deliver the reports for a Member's Participating Vessel in accordance
30 with this Section 6.03 shall be deemed a breach of this Agreement by such Member. It is
31 the responsibility of the Member to ensure that a dealer is licensed and Member shall
32 provide evidence of such licensure to Manager upon request.

33
34 **Section 6.04. Catch Verification.** The Manager shall, and each Member shall ensure
35 that the Manager does compare, verify and validate each Participating Vessel's landings
36 records with the dealer reports for such Participating Vessel on a continuing and frequent
37 basis. If the Manager identifies a discrepancy, he shall immediately notify the affected
38 Member and seek to resolve the discrepancy. If the Manager is unable to satisfactorily
39 reconcile the catch records, he shall notify the Committee of the discrepancy for its
40 consideration and resolution. Each Member further agrees to cooperate fully with any
41 requests for information or data that are made by the Manager or the Committee in an
42 effort to resolve such discrepancy.

43
44 **Section 6.05 Offloading Catch.** The designated ports for offloading fish are identified in
45 section 5.05. The ports of Portland, Gloucester, and Port Clyde have a dealer, but some
46 fish offloaded in Port Clyde is trucked to Portland, as is fish offloaded in the "remote

1 ports” of Cape Porpoise, Sebasco Harbor, Camp Ellis, Boothbay Harbor, Cundys Harbor
2 and Kennebunkport. Remote ports (ports where there is no licensed dealer, regardless of
3 whether there is a scale for weighing fish), may require two monitored events; the vessel
4 offload and the dealer (truck) offload. Section 5.06 discusses exceptions to offloading at
5 designated ports.

6 **Section 6.06. At-Sea Monitoring (ASM) Program.**

7 The Maine Coast Community Sector will participate in the Northeast Fisheries Observer
8 Program (NEFOP) and the NMFS-funded at-sea monitoring (ASM) program. Any
9 additional ASM coverage beyond the NMFS-funded level will be provided pursuant to an
10 independent contract between the Sector and a NMFS approved provider. This additional
11 ASM coverage will have vessel and trip selection coordinated through NMFS, will be
12 conducted in the same manner with the same protocols as the NMFS-funded ASM
13 program, and will use approved at-sea monitors, unless otherwise instructed. Also, this
14 additional coverage will not be allowed to replace or interfere with either the coverage of
15 NEFOP or the NMFS-funded ASM program. The Sector manager will maintain a
16 database of all catch data, including but not limited to VTR, dealer, monitor, and observer
17 data. NMFS will provide the Sector with data from NEFOP and ASM program.
18
19

20 **Section 6.07 Observer Safety.** The Sector Manager will work with the at sea monitoring
21 Vendors and Participating Vessels to ensure they meet the minimum safety standards.

22
23 **Section 6.08 Pre-trip Notification.** The designated ports for departure are identified in
24 section 5.05. For the pre-trip at sea monitoring notification, the Sector Vessels will
25 notify NEFOP a minimum of 48 hours prior to deployment and shall occur via a
26 telephone call or online. Day boats may notify NEFOP for all trips up to 9 days in
27 advance. The Vendor is required to be capable of taking telephone calls 24hrs per day, 7
28 days per week. Once the Vendor receives notice of a trip, they shall notify the Sector
29 Manager, NEFOP and OLE via electronic mail or telephone. Exhibit H provides further
30 details of related protocols.

31 **Section 6.09 Electronic Data Transfers.** Data from observed trips shall be provided
32 electronically to the Vendor, the Sector Manager, the NEFSC and NMFS, in a format
33 approved by NFMS, as it becomes available.
34

35 **Section 6.10 Discard Rates.** The Sector manager (or his designated representative) will
36 derive stock specific discards for each trip. If the trip is observed by either an ASM or a
37 NEFOP observer, discards will be derived based on data collected during that trip and
38 will account for all hauls (observed and unobserved) on that trip. If the trip is not
39 observed, discards will be derived using the NMFS-provided discard rate resulting from
40 the NMFS (peer-reviewed and approved) method to estimate 'in-season' discard rates.
41

42 **Section 6.11 ASM Program Adjustments.** The Sector Manager will work with the
43 Vendor and NEFSC on an ongoing basis to improve all aspects of its ASM Program,
44 including making any necessary adjustments to achieve desired levels of coverage while

1 meeting other Program requirements.

2

3 **Article VII. ENFORCEMENT**

4 Section 7.01. Agreement Enforcement. Each Member agrees that the Sector, by or
5 through its representatives, and/or any other Member may enforce this Agreement on
6 behalf of the Sector and/or its Members. Each Member agrees to take all actions and to
7 execute all documents necessary or convenient to give effect to the enforcement
8 procedures contemplated by this Agreement, the Harvesting Rules, and any Schedule of
9 Penalties.

10

11 Section 7.02. Liability. The Members acknowledge and agree that the Sector itself is a
12 legal entity, and therefore may be held liable for violations of the law, applicable
13 regulations, and this Agreement committed by its members. Each Member participating
14 in the Sector must comply with all applicable requirements and conditions of this
15 Agreement and their Letter(s) of Authorization. It shall be unlawful and subject to
16 enforcement by NMFS for the Sector or any Members to violate any such conditions and
17 requirements unless they are identified as exclusive to the administration of the Sector.
18 Those conditions and requirements that are considered to be exclusive to the
19 administration of the Sector which are contained in the following sections:

20

- 21 • Section 1.02. Organization and Authority
- 22 • Section 2.01. Voluntary Membership
- 23 • Section 2.02. Scope of Membership Obligations
- 24 • Section 2.03. Length of Commitment
- 25 • Section 2.04. New Members
- 26 • Section 2.05. Permit Transfers
- 27 • Section 2.06. Membership Dues
- 28 • Section 2.08. Right of First Refusal for Permit Transfers
- 29 • Section 2.09. Right of First Refusal for ACE Transfers
- 30 • Section 2.10. Release of Confidential Data
- 31 • Section 3.01. Sector Manager
- 32 • Section 3.02. Manager Authority
- 33 • Section 3.04. Procedures for Investigations
- 34 • Section 3.07. Sector Board and Officers
- 35 • Section 4.01. Sector Allocation
- 36 • Section 4.02. Annual Distribution, Consolidation, and Harvest
- 37 • Section 4.03. Sector ACE Reserve
- 38 • Section 4.04. Distribution of Sector ACE Reserve
- 39 • Section 4.05. Research Reserve
- 40 • Section 4.06. Distribution of Research Reserve
- 41 • Section 5.04. Operators
- 42 • Section 5.10. Potential Redirection of Effort
- 43 • Section 6.04. Catch Verification

- 1 • Article VII. **ENFORCEMENT (Except Section 7.03.)**
- 2 • Article VIII. **EXPULSION OF MEMBERS**
- 3 • Article IX. **TERM/TERMINATION**
- 4 • Article X. **MISCELLANEOUS**

5
6 **Section 7.03. Joint and Several Liability and Restrictions on Fishing Activity.** The
7 Members also acknowledge and agree that a violation of this Agreement or applicable
8 federal fishery regulations by one or more Members (or the Members' Permits,
9 Participating Vessels or Participating Vessels' operators, if any) that causes the Sector to
10 exceed its ACE for any species, or a hard total allowable catch or "hard-TAC", or results
11 in the discarding of legal sized fish or the misreporting of catch (landings or discards),
12 could subject the Sector and its Members to joint and several liability for civil penalties
13 and permit sanctions pursuant to 15 C.F.R. Part 904.

14
15 The Members further acknowledge and agree that monetary penalties could be
16 inadequate recourse under such circumstances and that consistent with Amendment 16 if
17 an ACE or hard-TAC is exceeded in more than one fishing year, the Sector's share may
18 be permanently reduced or the Sector's authorization to operate may be withdrawn.
19 Therefore, the Members acknowledge and agree that each of them will (and will cause
20 their Permits, Participating Vessels and Participating Vessels' operators, if any, to)
21 comply with a "stop fishing" order from the Sector, which shall be issued by the Board,
22 the Manager or the Committee, and each of the Members further agrees that if any
23 Member (or its Permits, its Participating Vessels or the Participating Vessels' operators)
24 fails to comply with such order, the Sector shall have the authority to obtain an
25 injunction, restraining order or other equivalent form of equitable relief to give effect to
26 such "stop fishing" order.

27
28 **Section 7.04. Penalties for Violations.** Any penalties that are imposed upon a Member
29 by the Sector pursuant to the terms of this Agreement shall be in addition to, and not in
30 lieu of, any other potential state or federal penalty that may be imposed upon such
31 Member.

32
33 **Section 7.05. Appeal from Infractions Committee Decision.** If the Infractions
34 Committee (i) has determined, pursuant to the procedures set forth in Section 3.04 hereof,
35 that a Member has violated this Agreement or (ii) makes any other determination with
36 respect to a Member under this Agreement (including, specifically, without limitation
37 Section 5.03 hereof), such violating Member shall have five business days following the
38 date of notice of the Infractions Committee's determination to request reconsideration of
39 the enforcement or other action and/or propose an alternative form of penalty. Such
40 request shall be made in writing and shall be addressed to the Board. The Board may, in
41 its sole discretion, grant or deny any request for reconsideration and may, in its sole
42 discretion, approve or disapprove any alternative form of penalty; provided, that the
43 Board shall exercise all reasonable efforts to ensure that penalties and settlements are
44 commensurate with the nature and extent of the violation, are designed to further the
45 purposes of the Sector, Plan, and Amendment 16, and are consistent with those reached
46 in similar circumstances.

1
2 **Section 7.06. Penalties and Attorneys' Fees.** Penalties for any violations of this
3 Agreement shall, to the extent addressed in the Schedule of Penalties, be limited to the
4 amounts set forth on the Schedule of Penalties plus all costs, fees and expenses, including
5 attorneys fees, incurred by the Sector or, in a case in which the Sector does not take
6 enforcement action, by the Members bringing such action, in enforcing the provisions of
7 this Agreement. To the extent the Schedule of Penalties addresses such matter, the
8 Members and the Sector hereby waive any claims to actual, direct, or indirect damages,
9 and instead agree that payment of the amounts set forth on the Schedule of Penalties and
10 costs of enforcement shall be their sole remedy for breaches of this Agreement. In
11 connection with any legal proceeding related to this Agreement, the non-prevailing party
12 shall pay the prevailing party's reasonable costs and attorney's fees associated with the
13 proceeding.

14
15 **Section 7.07. Application of Penalties, Fines and Damages.** All penalties, fines and/or
16 other damages paid to the Sector shall, first, be applied to the cost of enforcement of such
17 violations and, second, any remaining amounts shall be applied to the costs and expenses
18 of the administration, management and preservation of the Sector. Any funds remaining
19 after the application of the foregoing sentence shall be used to further research into
20 efficient management of groundfish stocks for the benefit of the resource and those that
21 harvest the resource; provided that any such use of funds shall comply with all applicable
22 laws, including the provisions of the Internal Revenue Code, as amended, that may apply
23 to the Sector from time to time.

24
25 **Section 7.08. Dispute Procedures.** Notwithstanding the provisions of Section 7.01
26 hereof, prior to instituting any litigation or other dispute resolution, the parties shall
27 follow any applicable procedures set forth in this Agreement, including specifically
28 Sections 3.04, 6.04, and 7.03, for the resolution of such dispute. Any litigation taken
29 with respect to any dispute that arises in connection with this Agreement shall be taken in
30 the federal district court in Maine or, if said court does not have jurisdiction, in such
31 courts in the State of Maine that do have jurisdiction.

32 **Section 7.09. Specific Performance.** In furtherance and not limitation of Section 7.03
33 hereof, each of the Members and the Sector shall have the right to have any provision of
34 this Agreement specifically enforced, through injunction, restraining order or other form
35 of equitable relief.

36 **Section 7.10. Indemnification.** Each party that violates this Agreement (the
37 "Indemnitor") hereby severally agrees to indemnify, defend and hold harmless the other
38 parties hereto (each, an "Indemnitee") in respect of their respective Losses; provided, that
39 such Losses result or arise from a third party claim or governmental proceeding brought
40 against or involving the Indemnitee, which is based on or relates to such Indemnitor's (or
41 its Permits', its Participating Vessels' or such Participating Vessels operators', if different
42 from such Indemnitor) (i) violation of applicable laws, rules or federal fishery regulations
43 or (ii) breach of any covenant, agreement or obligation contained in this Agreement, the
44 Harvesting Rules or other Sector requirements as may be adopted under the terms of this
45 Agreement or the Sector's Bylaws. The indemnification obligations of the parties hereto

1 shall be several and not joint and several. For the purposes of this Section 7.10, "Losses"
2 shall mean any and all claims, liabilities, obligations, judgments, liens, injunctions,
3 charges, orders, decrees, rulings, damages, dues, assessments, taxes, losses, fines,
4 penalties, expenses, fees, costs, amounts paid in settlement (including reasonable
5 attorneys' and witness fees and disbursements in connection with investigating,
6 defending or settling any action or threatened action) arising out of any claim, complaint,
7 demand, cause of action, action, suit or other proceeding asserted or initiated or otherwise
8 existing. The obligations under this Section 7.10 shall survive the termination of this
9 Agreement and the expulsion of any Member pursuant to Article VIII.

10
11 **Article VIII. EXPULSION OF MEMBERS**

12 Section 8.01. Cause. The Members agree that any Member, its Permits and/or its
13 Participating Vessels may be expelled from the Sector if (i) the actions of such Member
14 and/or its Participating Vessels (or the Participating Vessels' operators) seriously
15 undermine and threaten the existence of the Sector, (ii) the actions of such Member
16 and/or its Participating Vessels (or the Participating Vessels' operators) have exposed
17 other Members of the Sector to monetary penalties and/or legal actions, (iii) such
18 Member has been convicted of a serious crime, or (iv) such Member has not paid its
19 membership dues and/or poundage fees as required by Section 2.06.

20
21 Section 8.02. Procedure. Any Member, the Infractions Committee or the Manager may
22 submit to the Board a request to have a Member, its Permits and/or its Participating
23 Vessels expelled from the Sector (the "Expulsion Request"). Such Expulsion Request
24 shall be in writing and shall include an explanation of the basis for expulsion. The Board
25 shall vote on such Expulsion Request within fourteen (14) days of receipt of such
26 Expulsion Request. The affirmative vote of three-fourths (75%) of the members of the
27 Board shall be required in order to expel a Member, its Permits and/or its Participating
28 Vessels. Expulsion shall be effective immediately upon the receipt of the requisite vote
29 by the Board. As required by 50 CFR Part 648.87 and Amendment 16, a Member, its
30 Permits and/or its Participating Vessels expelled during any fishing year may not fish
31 outside of the Sector under a multispecies DAS program, participate in another
32 groundfish sector, or lease or transfer any DAS or ACE assigned to that Member's
33 Permits or Participating Vessels during the remainder of such fishing year. Upon
34 expulsion of any Member, its Permits and/or its Participating Vessels, the Manager shall
35 immediately notify NMFS via certified mail that the Member's Permits and/or
36 Participating Vessels are no longer included in the Sector.

37
38 **Article IX. TERM/TERMINATION**

39 This Agreement takes effect upon the approval hereof by the Regional Administrator in
40 accordance with 50 CFR Part 648.87 and terminates on the last day of the 2014 fishing
41 year (which occurs in April 2015) (the "Term"). The Term of this Agreement may be
42 extended by the written consent of the Members. Such written consent to extend the
43 Term of this Agreement shall be given 20 calendar days in advance of the date by which
44 the Sector's Operations Plan and Agreement for the upcoming fishing year must be

1 submitted to NMFS. Notwithstanding the foregoing, if NMFS shall not approve the
2 Sector's Operations Plan and Agreement, as the same may be amended, for any fishing
3 year during the Term or any extension thereof, then this Agreement shall terminate on the
4 last day of the last fishing year for which the Sector's Operations Plan and Agreement
5 shall have received approval from NMFS.

6
7 **Article X. MISCELLANEOUS**

8 Section 10.01. Entire Agreement. This Agreement, including the Exhibits hereto, the
9 Schedule of Penalties and any other documents incorporated by reference herein,
10 constitutes the entire agreement among the parties and supersedes any prior
11 understandings, agreements, or representations by or among the parties, written or oral, to
12 the extent they related in any way to the subject matter hereof.

13 Section 10.02. Succession and Assignment. This Agreement and all of the provisions
14 hereof shall be binding upon and inure to the benefit of the parties and their respective
15 successors and permitted assigns, but neither this Agreement nor any of the rights,
16 interests or obligations hereunder shall be assigned by any party, including by operation
17 of law, without the prior written consent of the Manager, such consent not to be
18 unreasonably withheld or delayed, nor is this Agreement intended to confer upon any
19 person except the parties hereto any rights, interests, benefits, obligations or remedies
20 hereunder. Any assignment in contravention of this Agreement shall be null and void.

21 Section 10.03. Counterparts. This Agreement may be executed in one or more
22 counterparts, each of which shall be deemed an original but all of which together shall
23 constitute one and the same instrument.

24 Section 10.04. Notices. All notices, requests, demands, consents, claims and other
25 communications hereunder shall be deemed duly given (i) one business day following the
26 date sent when sent by overnight delivery, (ii) five business days following the date
27 mailed when mailed by registered or certified mail return receipt requested and postage
28 prepaid, and (iii) upon delivery confirmation when sent by facsimile, at the contact
29 information provided by each such Member to, and maintained by, the Manager.

30 Section 10.05. Governing Law. This Agreement shall be governed by and construed in
31 accordance with federal fisheries laws and, to the extent that federal fisheries laws do not
32 apply, with the domestic laws of the State of Maine without giving effect to any choice of
33 law provision or rules (whether of Maine or any other jurisdiction) that would cause the
34 application of the laws of any jurisdiction other than the State of Maine.

35 Section 10.06. Change in Law. If and to the extent that any laws or regulations that
36 govern any aspect of this Agreement shall change, so as to make any aspect to this
37 Agreement unenforceable, then the parties agree to make such modifications to this
38 Agreement as may be reasonably necessary for this Agreement to accommodate any such
39 legal or regulatory changes, without materially changing the overall benefits or
40 consideration expected hereunder by the parties.

1 **Section 10.07. Consent to Jurisdiction and Venue.** Subject to and without limiting the
2 dispute resolution procedures set forth in Article VI, each of the Members consent to the
3 exclusive jurisdiction and venue of the federal district court in Maine or, if said court
4 does not have jurisdiction, in such courts in the State of Maine that do have jurisdiction,
5 for adjudication of any suit, claim, action or other proceeding at law or in equity relating
6 to this Agreement. Each of the Members accepts, generally and unconditionally, the
7 exclusive jurisdiction and venue of the aforesaid courts and waives any objection as to
8 venue, and any defense of *forum non conveniens*.

9 **Section 10.08. Amendments and Waivers.** No amendment of any provision of this
10 Agreement shall be valid unless the same shall be in writing and signed by each of the
11 Members.

12 **Section 10.09. Severability.** Any term or provision of this Agreement that is held
13 invalid or unenforceable in any situation shall not affect the validity or enforceability of
14 the remaining terms and provisions hereof or the validity or enforceability of the
15 offending term or provision in any other situation.

16 **Section 10.10. Expenses.** Except as otherwise provided herein, each of the members
17 shall bear its own costs and expenses (including legal and accounting fees and expenses)
18 incurred in connection with this Agreement.

19 **Section 10.11. Incorporation of Exhibits and Other Documents.** The Exhibits
20 identified in this Agreement are incorporated herein by reference and made a part hereof.

21

1 IN WITNESS WHEREOF, the undersigned party has executed the Maine Coast
2 Community Sector Operations Plan and Agreement for Fishing Year 2014, as of the date
3 written above.

4
5 Pursuant to section 402(b)(1)(F) of the Magnuson-Stevens Fishery Conservation and Management Act, 16 U.S.C
6 §1881a(b)(1)(F), the undersigned hereby authorizes the release to the manager of the Maine Coast Community
7 Groundfish Sector of information that may be or is considered to be confidential or privileged by the Magnuson-
8 Stevens Act or other federal law regarding the catch of all species (both federal and state managed) associated with the
9 Moratorium Right Identifiers (MRIs) enrolled in the sector submitted to the National Marine Fisheries Service that the
10 undersigned has authority to access. This information includes data required to be submitted or collected by NMFS,
11 including but not limited to days-at-sea allocation and usage, vessel trip reports, dealer reports, Northeast Fishery
12 Observer Program data, catch and landings history data, historic landings, sector at-sea monitoring data, and all other
13 information associated with the vessel, MRI #, and/or permit records.

14
15 In addition to the Sector Manager, the Sector Data Specialist and the Fisheries Program Coordinator may be allowed
16 access to this data for specific projects as approved by the Sector Manager.

17
18 **The electronic copy of the signatures is attached in a separate file**

19
20 Signature: _____

21 Name/Company: _____

22 MRI #: _____

23 If you have multiple permits you will be enrolling in the sector please use the space
24 below.

25
26 Signature: _____

27 Name/Company: _____

28 MRI #: _____

29
30 Signature: _____

31 Name/Company: _____

32 MRI #: _____

33
34 Signature: _____

35 Name/Company: _____

36 MRI #: _____

1 **EXHIBIT A**

2

Maine Coast Community Groundfish Sector Penalty Schedule			
VIOLATION	FIRST*	SECOND*	THIRD*
VIOLATIONS REGARDING PERMITS, REPORTING, DOCUMENTATION, EXEMPTION PERMIT REQUIREMENTS			
Violations including but not limited to: late or non-reporting; Discarding of legal sized fish.	Up to \$100 (and/or stop fishing order)	\$100-\$500 (and/or stop fishing order)	\$500- (and/or stop fishing order)
Violations including but not limited to: providing false statements or supporting documentation on applications or reports to the Sector; failure to comply with a permit condition/ restriction/ letter of authorization or exemption issued by the Sector; failure to notify Manager of intent to leave Sector by the December 1 preceding the start of the next fishing year; providing false statements; failure to participate in the Sector Catch Monitoring Program; interfering with onboard data collectors; or failing to comply with VMS/DAS requirements. NOTE: While technical and minor violations may result in a letter of warning, due to the critical importance of timely and accurate reporting it is likely that even first time reporting violations will result in a penalty.	Up to \$5,000 (and/or stop fishing order)	\$5,000-\$15,000 (and/or stop fishing order)	\$20,000- (and/or stop fishing order)
VIOLATIONS REGARDING TIME AND AREA RESTRICTIONS			
Violations including, but not limited to: exemption areas, closed fisheries, closed seasons, restricted gear/management areas and ACE violations.	Up to \$50,000 (stop fishing order for 30 days)	\$50,000-\$100,000 (unable to fish for the remainder of the fishing year)	Expulsion

3

VIOLATIONS THAT PLACE THE SECTOR AGREEMENT AT RISK			
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 MCCA allocation to be in violation of its agreement.	Up to \$50,000 (loss of fishing rights for 365 days)	Expulsion	
VIOLATIONS REGARDING MEMBERSHIP COMMITMENT			
Violation of 50 CFR Part 48 or failing to remain in the Sector for the Commitment Period (i.e., breach of Section 2.03 of the Agreement).	\$10,000	N/A	N/A

- 1
- 2 * Penalties may be based on reductions in ACE instead of, or as an alternative to, dollar amounts.
- 3

EXHIBIT B

SECTOR AND INDIVIDUAL ACE ALLOCATION

Fishing Year 2014

Maine Coast Community Groundfish Sector (“MCCS” or “Sector”)

As determined in Groundfish Amendment 16, “Sector ACE” will be based on the landings history of each permit brought into the Sector for the time period FY1996-FY2006 (the “Potential Sector Contribution” or “PSC”). The Sector ACE, therefore, is the sum of all of the individual permit ACE’s brought into the Sector. As determined by MCCS Members, the initial individual allocation of the Sector ACE to its Members will be equal to each Member’s individual Potential Sector Contribution, and is referred to as an “Individual ACE”.

Table B.1 shows the preliminary Sector ACE as a percentage of the overall total allowable catch and total pounds basis for each allocated species. This estimate is based on the final roster as of December 1, 2011 and may be subject to final adjustment by NMFS. Individual ACE allocations will be received and maintained by each individual Member and the Sector Manager.

Table B.1– Sector ACE

As a Percentage of the Total Allowable Catch for 2014

[SECTOR PERMITS THAT HAVE NOT BEEN RENEWED FOR THE CURRENT FISHING YEAR ARE NOT REPRESENTED IN THESE NUMBERS]

StockName	Cumulative PSC (%)	Total Pounds (Live Weight)
GB Cod East	0.2109	688
GB Cod West		7536
GOM Cod	4.5966	84110
GB Haddock East	0.0394	8696
GB Haddock West		6230
GOM Haddock	2.5516	12375
American Plaice	7.5566	230234
Witch Flounder	0.50606	68055
GB Winter Flounder	0.682	508
GOM Winter Flounder	1.9623	30918
SNE/MA Winter Flounder	0.194	5174
Redfish	2.5013	582599
White Hake	4.3958	414589
Pollock	3.7971	1107016
GB Yellowtail Flounder	0.00352	19
SNE / MA Yellowtail Flounder	0.6667	8289
CC/GOM Yellowtail Flounder	1.0513	11101
Windowpane Flounder (Northern)	0	0
Windowpane Flounder Southern)	0	0
Ocean Pout	0	0
Atlantic Wolffish	0	0

Atlantic Halibut	0	0
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Notes: Sector vessels are prohibited from landing ocean pout, Atlantic wolffish, northern and southern windowpane flounder. Atlantic halibut is limited to 1 per trip.

As indicated in section 4.09 and Exhibit C, ACE may be pooled or transferred within the Sector. In addition, transfers of ACE between Sectors must also be authorized by NMFS. The Members of the MCCS are all smaller-scale fishermen from coastal Maine, an area that has already experienced substantial consolidation. Nonetheless, there may be some redistribution of ACE within the Sector. As indicated in Table B.2, there are 47 enrolled permits and 34 potentially active vessels.

Table B.2 – MCCS Participants

Permits	46
Potential Active Vessels	34
Active Fishing Vessels	20
Primarily Gillnet Only	12
Primarily Trawl Only	8
Primarily Handlines	0
Trawl and Gillnet	1
Target Groundfish	20

In FY 2013, 50% of the permits enrolled in the Maine Coast Community Sector are attached to vessels actively fishing for NE multispecies. For FY 2014, the Maine Coast Community Sector has 47 permits currently enrolled. Of those permits 20 are anticipated to actively fish for NE multispecies in FY 2014. An additional 4 to 8 may participate in the fishery depending on costs, stocks, and the state of their business.

While these numbers may change, the Maine Coast Sector expects that, compared to FY 2013, there will be an expansion in fishing activity to what previously occurred among the Maine Coast Community Sector as the share of ACE contributed by member permits is fished by more active vessels. The sustained lower allocated pounds of key stocks similar to FY 2013 suggests that fishing activity will be similar, though a few non-active boats in FY 2013 have indicated that they will fish in 2014. Compared to FY 2013, there will be more active fishermen in the NE Multispecies fishery. .

1 **EXHIBIT C**

2
3 **HARVESTING RULES**

4 **Fishing Year 2014**

5 **Maine Coast Community Groundfish Sector (“MCCS” or “Sector”)**

6

7 The Members and the Participating Vessels of the Sector agree to be legally bound to follow the
8 Harvesting Rules for the fishing year 2014 as described herein notwithstanding those rules and
9 regulations applicable to Common Pool multispecies vessels.

10 **QUOTA MANAGEMENT**

11

12 1. Sector ACE Allocation: The National Marine Fisheries Service (“NMFS”) will determine the
13 MCCS’s Northeast Multispecies (“Groundfish”) Annual Catch Entitlement (“Sector ACE”) for
14 each species¹ (Exhibit B).

15

16 2. Individual ACE Allocation: Each participating Permit and Participating Vessel will receive its
17 “Individual ACE” allocation as set forth in Exhibit B to the Agreement. This allocation will be
18 maintained by each individual Member and the Sector Manager.

19

20 3. ACE Limit: The Members agree that they will not harvest more Groundfish than their
21 Individual ACE and that they will not collectively harvest more Groundfish than the Sector ACE
22 for allocated species. Once a Member’s Individual ACE allocation is reached for any species, or
23 if the Sector ACE for any species is reached, such Member or Members shall not fish
24 commercially in that stock area with any fishing gear capable of catching Groundfish unless
25 additional ACE for that species is acquired. Consistent with Amendment 16 and Section 4.09,
26 ACE transfers are allowed within the MCCS and between the MCCS and other sectors, and
27 carryover of up to 10 percent of the Sector ACE is permitted.

28

29 4. Monthly Quota Targets: The Sector Manager may impose monthly quota targets to slow down
30 harvest rates if the board and Sector Manager deem it necessary

31

¹ Note that NMFS will not assign ACE for Atlantic halibut, ocean pout, northern windowpane flounder, southern windowpane flounder, Atlantic wolfish, and southern New England winter flounder (*see* Exhibit B above).

1
2 5. Weekly quota targets: In addition to the monthly quota targets, the Manager may impose
3 weekly or trip target quotas to help slow down harvest rates. If such target quotas are, imposed,
4 Sector members agree to adjust their fishing operations to avoid exceeding these quotas.
5

6 6. Additional Measures to Prevent Ace Overages: The Sector Manager will provide Sector
7 Members with a monthly report detailing their remaining Individual ACE for each stock and the
8 remaining Sector ACE for each stock for the Sector. In addition, when an individual Member's
9 remaining Individual ACE reaches less than 50 percent for any stock, or when the Sector's
10 remaining Sector ACE for a stock reaches less than 50 percent, the Sector Manager will provide
11 Members with a report detailing their remaining Individual ACE and the Sector's remaining
12 Sector ACE at the conclusion of each trip.
13

14 The reporting frequency for the sector manager's ACE Status \Report will be increased to daily
15 when 90% of any of the sector's ACEs is reached. The Sector Manager, or a designated
16 representative, must notify NMFS immediately by email if the threshold that triggers daily
17 reporting has been reached. During the period when a sector has reached or exceeded 90% of any
18 of its ACEs, a daily ACE Status Report must be submitted only on a day when a member vessel
19 lands, or when the sector engages in an ACE transfer of a stock that is exceeding the 90%
20 threshold.
21

22 Members shall stop fishing prior to exceeding their allocation (unless they acquire additional
23 Individual ACE). If the Sector ACE for a stock is exceeded, the sector must cease operations in
24 that stock area until it can acquire additional ACE through a transfer with another Sector to
25 balance the catch, and the sector also must comply with other overage penalties that may be
26 applicable.
27

28 7. Sector Hails: consistent with the operations Plan, each Participating Vessel must hail in to the
29 Manager or his designated representative, and NMFS Office of Law upon returning to port when
30 using fishing gear capable of catching Groundfish.

31 8. ACE Transfers and Pooling: Participating Vessels and/or Permits may transfer ACE to other
32 Participating Vessels and/or Permits, or otherwise redistribute or pool ACE to other Participating
33 Vessels and/or Permits, provided that the Manager is notified and provides his consent to such
34 redistribution or pooling. A Participating Vessel and/or Permit may only transfer or lease ACE
35 to vessels or permits participating in other sectors after meeting the right of first refusal
36 requirements contained in Section 2.09 of the Operations Plan and Agreement and receiving
37 approval from the MCCS Board. All transfers to or from vessels or permits participating in other
38 sectors must be approved by the Regional Administrator, as required by Amendment 16 and its
39 implementing regulations.
40

41 9. Length and Horsepower Leasing Exemption: If approved by NMFS, Participating Vessels are
42 not required to adhere to the length and horsepower restrictions contained in the DAS Leasing
43 Program.
44

45 10. Full Retention of Legal-Size Groundfish: All legal size Groundfish harvested during any

1 fishing operation must be retained and counted against the Sector and Individual ACE, unless
2 otherwise accounted for through a sub-ACL, except that ocean pout, northern windowpane
3 flounder, southern windowpane flounder, Atlantic wolfish and southern New England winter
4 flounder shall not be retained, and there will be a 1 fish per trip limit on Atlantic halibut, as
5 required by Amendment 16 and its implementing regulations.

6 11. Species Trip Limits: Participating vessels are exempt from trip limits on stocks for which the
7 Sector receives an allocation. Participating vessels are subject to any trip limits required by
8 NMFS for non-allocated species.

9 **ADMINISTRATIVE**

10 **Sector Manager.** The Board of Directors (the “Board”) of the Sector shall appoint a manager of
11 the Sector (the “Manager”), which shall have the authority to manage the day-to-day business of
12 the Sector and to act as its designated agent for service of process. Ben Martens of Topsham,
13 Maine, is the current agent for service of process.

14
15 **Manager Authority.** The Manager shall have the authority to monitor the activities of the
16 Members and the Participating Vessels and to take other similar actions as may be necessary to
17 ensure compliance by the Members and their Permits and Participating Vessels with Sector
18 requirements and bylaws, as well as applicable laws, rules and regulations

19 To enforce this all Sector rules the Manager has the authority to impose “stop fishing” orders and
20 issue penalties as set forth in the Schedule of Penalties. The Manager shall also act as the liaison
21 between NMFS and the Sector.

22 **Infractions Committee.** The Board shall appoint an infractions committee (“Infractions
23 Committee”) consisting of a minimum of three Members. For more details on the Infractions
24 Committee see Section 3.03 and 3.04 of the Operations Plan and Agreement

25 **Scope of Membership Obligations.** The obligations of the Members set forth in the Sector
26 Operations Plan and Agreement shall only apply to the Permits and Participating Vessels (and
27 not to any other permits or vessels owned by the Members that are not enrolled in the Sector
28 pursuant to the terms hereof) to the extent that such Permits or Participating Vessels are fishing
29 commercially with gear that is capable of harvesting Groundfish.

30
31 **Length of Commitment.** Each Member hereby agrees to cause each of its Permits and the
32 related Participating Vessels enrolled in the Sector at the beginning of the fishing year following
33 the date on which such Member enrolled in the Sector to remain enrolled in the Sector for that
34 entire (one) fishing year. For more details on the membership commitment please see section
35 2.03 of the Sector Operations Plan and Agreement.

36
37 **Right of First Refusal.** To the extent that a Member sells, leases or transfers its Permit or
38 Allocation to another individual or entity outside of the sector in compliance with section 2.04 of
39 the Sector Operations Plan the Maine Coast Community Sector and Sector Members shall have
40 seven (7) days to execute a right of first refusal. For an allocation lease, the right of first refusal
41 will be executed at the agreed upon price by letting the Sector Manager know of the intent to

1 pick up that right of first refusal. For a sale of a permit outside of the sector, the right of first
2 refusal begins once the sector manager receives a bonafide offer from the purchaser. Please see
3 section 2.08 and 2.09 of the Sector Operations Plan and Agreement for more details on the right
4 of first refusal.

5
6 **Section 2.06. Membership Dues.** The Sector may, to the extent necessary for the payment of
7 the costs and expenses associated with the administration and management of the Sector
8 (including the payment of the Manager’s salary or at sea monitoring costs), require payment by
9 the Members of annual membership dues and/or poundage fees. Such annual membership dues
10 and/or poundage fees shall be fixed by resolution of the Board on a fair and equitable basis prior
11 to the commencement of the applicable fishing year or at such other time as the Board may deem
12 necessary or appropriate. For fishing year 2014, dues will be paid in the form of poundage fees
13 of 3% landings value on all groundfish landed and 5% fee on all allocation leased outside the
14 sector.

15
16 **GEAR RESTRICTIONS**

17 12. **Gear Restrictions:** While it is anticipated that Sector members will fish primarily with otter
18 trawls and sink gillnets, Participating Vessel may fish for Groundfish with any legal gear
19 including hook and line gear (demersal longlines, automated hook, jigs, and handlines), Scottish
20 seines, beam trawls and pots. All Participating Vessels are subject to the same gear restrictions,
21 such as marking, tagging, mesh size, and number of gillnets, applicable to common pool vessels
22 using the same type of gear.

23 13. **Gillnet Block Requirement Exemption:** If approved by NMFS, Participating Vessels are not
24 required to adhere to those provisions of 50 CFR 648.82(j)(1)(ii) requiring that during each
25 fishing year, day gillnet vessels must declare, and take, a total of 120 days out of the non-exempt
26 gillnet fishery. Participating Vessels must continue to comply with all other applicable
27 Spawning Season Restrictions and other gillnet requirements not specifically noted as exempted
28 herein, in accordance with the groundfish FMP and NMFS regulations.

29
30 14. **Spawning Block Exemption:** If approved by NMFS, Participating Vessels are not required to
31 comply with the 20-day spawning block (March–May) requirement. Participating Vessels must
32 continue to comply with all other applicable spawning season restrictions not specifically noted
33 as exempted herein, in accordance with the groundfish FMP and NMFS regulations.

34
35 15. **Day Gillnet Limit Exemption:** If approved by NMFS, Participating Vessels are not required
36 to adhere to the regulatory limitation on the number of gillnets for day gillnet vessels. A sector
37 vessel may fish up to 150 roundfish or flatfish nets in any of the RMAs, not to exceed 150 nets
38 total, and must tag both roundfish and flatfish nets with one tag per net and is subject to net
39 restrictions as specified by NMFS in its Letter of Authorization. In block 124 and 125 in May
40 and blocks 132 and 133 in June may be fished with only 100 nets.

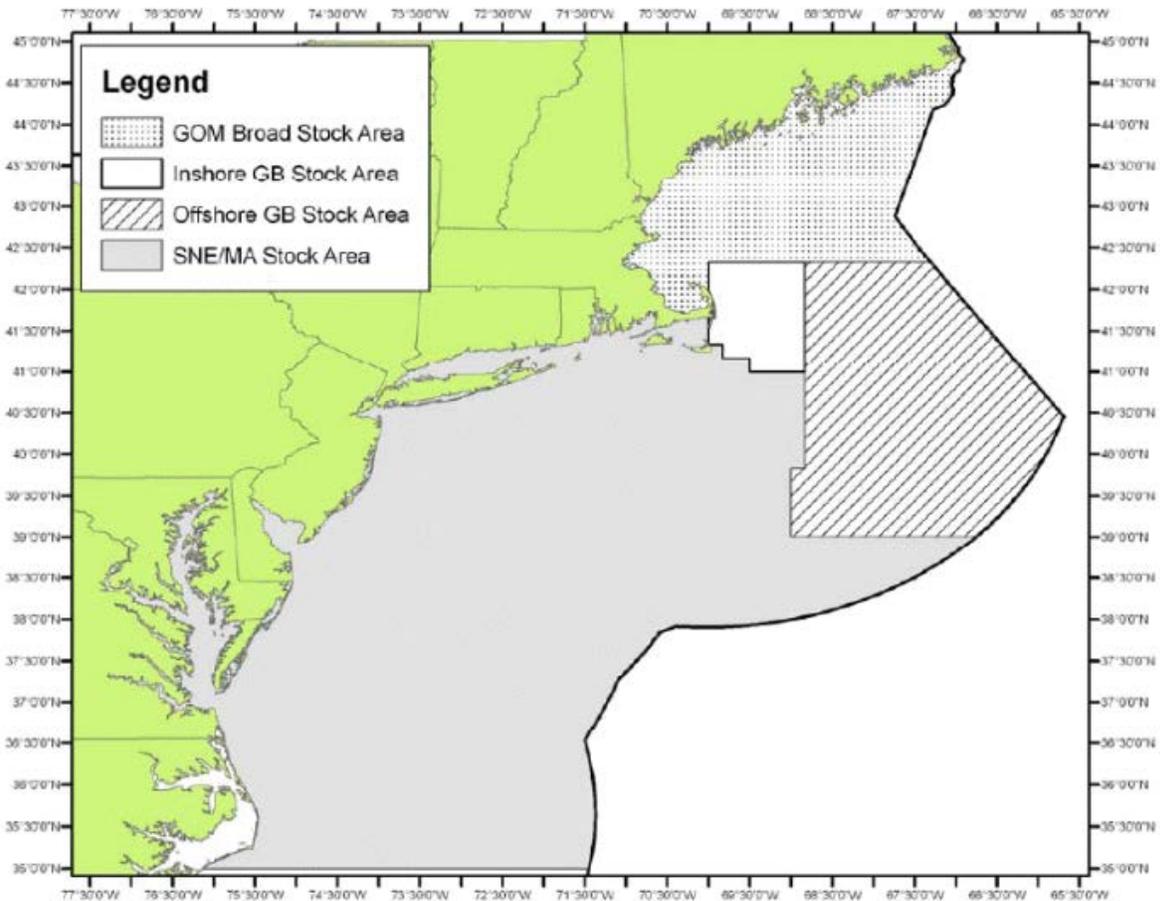
41
42 16. **Gear Hauling Exemption:** If approved by NMFS, Participating Vessels may haul another
43 vessel’s gillnet gear.

1
2 17. Hook Limitation Exemption: If approved by NMFS, Participating Vessels are not required to
3 adhere to the regulatory limitation on the number of hooks that may be fished.

4
5
6 19. Operating Area: Participating vessels are restricted to fishing in the Gulf of Maine Regulated
7 Mesh Area or Georges Banks, Inshore Georges Bank Stock Area, and the Offshore Georges
8 Bank Stock Area when using fishing gear capable of catching any regulated species managed
9 under the Groundfish Plan. The geographic boundaries of the management area are, shown in
10 the chart below.

11
12

New England Groundfish Stock Areas



13
14
15

AREA DECLARATIONS

16 For the purpose of these Harvesting Rules, Broad Stock Area (BSA) 1—West of 70:15 to the
17 shoreline North to the Maine Coast and South to Cape Cod is to be defined as **Inshore GOM**.
18 For the 2014 fishing season the following declarations must be made before fishing. For more
19 details of this rule, please see EXHIBIT H to this document.

1
2 **When an Observer/Monitor is onboard.** The Sector Vessel may declare and fish in all Broad
3 Stock Areas, including the portion of BSA 1 defined as the Inshore GOM in section 5.04.
4

5 **When an Observer/Monitor is NOT onboard.**
6 If the Sector Vessel intends to fish West of the 70:15 in the area described in Section 5.04 of this
7 operation plan as the Inshore GOM, at any time during a trip, the vessel must declare BSA 1 only
8 and the Sector Vessel may not conduct any fishing activity outside of the area defined as BSA 1
9 for the entire trip.

10
11 If the vessel declares more than one Broad Stock Area on a trip, the vessel is prohibited from
12 conducting fishing activity West of the 70:15 in the area described in Section 5.04. as the Inshore
13 GOM.

14
15 **Monitoring**

16 Dockside: The Maine Cost Community Sector will not be participating in a dockside monitoring
17 program for the fishing year 2014.

18
19 At Sea Monitoring Program:
20 See at sea monitoring description above.

21

1 **EXHIBIT D**

2

3 **MAINE COAST COMMUNITY SECTOR MEMBERS' PERMITS AND VESSELS**

4 The following table includes all Federal and state permits held by persons participating in the
5 sector, and indicates whether each permit is enrolled and will actively fish in a sector, or will be
6 subject to the provisions of the common pool.

7

8 **[See attachment D]**

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EXHIBIT F

**OWNERSHIP INTERESTS
OF AT LEAST THREE VESSELS**

[Provided in Attachment F]

Table 1 Sector Information

Summary of Maine Coast Community Sector and Operations Plan for Fishing Year 2014		
1	Sector Parameters	Description
2	Primary Fishing Locations (Broad Stock Areas)	Gulf of Maine, Inshore Georges Bank, Offshore Georges Bank
3	Gear	Trawl: 45% Gillnet: 55%
4	Primary homeports and landing ports	1. Portland Harbor, Portland, ME 2. Port Clyde Harbor, Port Clyde ME 3. Cape Porpoise Harbor, Kennebunkport, ME 4. Cundys Harbor, Harpswell, ME

5	Secondary homeports and landing ports	<ol style="list-style-type: none"> 1. Camp Ellis, Saco, ME 2. Gloucester Harbor, Gloucester, MA 3. Boothbay Harbor, Boothbay Harbor ME 4. Kennebunkport Harbor, Kennebunkport, ME 5. Sebasco Harbor, Phippsburg, ME 6. Five Islands, ME 7. Bass Harbor, ME 8. South Bristol, ME
6	Number of participants	Total permits enrolled in the Sector: 47 Number of active vessels: 20
Note: Active Vessels are those enrolled in this sector that intend to land groundfish during the 2014 fishing year.		

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EXHIBIT G

17 MAINE COAST COMMUNITY SECTOR AT-SEA MONITORING PLAN FOR 2014

18 *The Maine Coast Community Sector will use the NMFS-designed ASM program for FY 2014.*

19 Sector Operational and Logistical Details

20 General fishing operations information for the FY2014 Sector is anticipated to be as follows:

21 Vessels will primarily depart from the following ports:

- 22 • Portland Harbor, Portland, ME
- 23 • Port Clyde Harbor, Port Clyde ME
- 24 • Cape Porpoise Harbor, Kennebunkport, ME

- 1 • Kennebunkport Harbor, Kennebunkport, ME
- 2 • Sebasco Harbor, Phippsburg, ME
- 3 • Boothbay Harbor, Boothbay Harbor ME
- 4 • Cundys Harbor, Harpswell, ME
- 5 • Camp Ellis, Saco, ME
- 6

7 Approximately 15-22 vessels plan to operate on “Sector trips” (incl. targeted groundfish, spiny
8 dogfish, skate, and monkfish trips).

9 “Dayboat” vessel trip length ranges from 3 hours to several days, with most trips ranging from
10 10 to 16 hours.

11 Approximately 700-800 Sector trips anticipated (majority of effort will focus on June, July,
12 August and September.

13 **Hail:**

14 Transmission of all vessel hails must be either as an email via Vessel Monitoring System (VMS)
15 or some other electronic method, as determined by the sector. In all instances hail notification
16 must be provided by the sector manager (SM) to NOAA Fisheries Office for Law Enforcement
17 (OLE); the mechanism for hail notification must be detailed in the sector’s operations plan.

18 Prior to leaving port on a sector trip for which catch will count against sector annual catch
19 entitlements (ACE), each sector vessel must hail trip start, meaning notify the SM that the vessel
20 is departing on a sector trip. The trip start hail must include vessel permit number, the trip ID#
21 (which is the VTR number on the first VTR page used for that trip), and estimated trip duration.
22 At the appropriate time before landing (detailed below), the sector vessel must hail trip end. For
23 all trips greater than 6 hours in length, and occurring more than 6 hours from port, vessels must
24 hail trip end at least 6 hours in advance of landing. For trips less than 6 hours in length, or
25 occurring within 6 hours of port, trip end hail notification time must be defined in the sector’s
26 operations plan, after being agreed upon by the sector, and OLE.

27 The following must be included in a trip start hail:

- 28 • Operator’s Permit Number
- 29 • VTR serial number
- 30 • Whether an observer/at-sea monitor was deployed on board
- 31 • Usage of specific sector exemptions
- 32 • Usage of specific operations plan provisions
- 33 • Landing port city
- 34 • Landing state (abbreviation)An estimate of the date and time of arrival to port;
- 35 • An estimate of the date and time offload (conditionally required)
- 36 • Comments
- 37 • and any other information as instructed by the Regional Administrator or sector manager.

1
2 For trips less than 6 hours in length or occurring within 6 hours of port, the estimated time of
3 arrival to port will be provided in the trip start hail. The trip end hail will be sent upon
4 completion of the last tow with required updated information. An alternative timing for the trip
5 end hail may be implemented during FY 2014 if agreed upon by the sector, the monitoring
6 provider, and NMFS

7 The trip end hail will also be sent as an email through VMS to the sector manager. The message
8 will contain:

- 9 • Operator's Permit Number
- 10 • Vessel Trip Report (VTR) serial number
- 11 • First landing port city
- 12 • First landing state (abbreviation)
- 13 • Dealer/Offload Location
- 14 • Estimated time and date of arrival
- 15 • Estimated time and date of offload
- 16 • Second offload port city
- 17 • Second offload state (abbreviation)(if used)
- 18 • Total groundfish kept in pounds
- 19 • Total non-groundfish kept in pounds
- 20 • Comments (required as directed by the sector manager or Regional Administrator)

21
22 If the vessel retains a portion of the landings from a trip to be offloaded during a future landing
23 event, the VTR for the trip on which the landings were caught must include those landings with
24 the code for fish retained for future sale. The VTR for the subsequent trip, after which the
25 retained landings are finally sold, must include the previously retained landings in addition to the
26 current landings from trip. The previously retained landings must be identified by a unique code
27 on the VTR. Landings will only count against ACE once.

28 NMFS will maintain a NEFOP/ASM database and will provide the Sector with data from
29 NEFOP and the ASM program.

30 **EXHIBIT H**

31 **INSHORE GULF OF MAINE DECLARATION**

32
33 For the purpose of providing the Sector and its Manager with a greater understanding of the
34 fishing patterns conducted by their members, the following reporting requirements have been
35 crafted and adopted by the Sector in collaboration with **all** Northeast Groundfish Sectors in the
36 region. These provisions afford Sectors an administrative tool to track fishing activity west of the
37 70:15. The implementation of the following requirements is conditioned on the adoption of all
38 Northeast Groundfish Sectors in their FY 2014 Operations Plans. In the event this provision is
39 not adopted by all Northeast Groundfish Sectors the specifications below will not be
40 implemented by this Sector.

41
42 For the purpose of "Section 5.04. Area Declarations" of the Sector Operations Plan, the portion
43 of BSA 1 West of 70:15 to the shoreline North to the Maine Coast and South to Cape Cod would

1 be defined as **Inshore GOM**.

2

3 **When an Observer/Monitor is onboard.** The Sector Vessel may declare and fish in all Broad
4 Stock Areas, including the portion of BSA 1 defined as the Inshore GOM in section 5.04.

5

6 **When an Observer/Monitor is NOT onboard.**

7 If the Sector Vessel intends to fish West of the 70:15 in the area described in Section 5.04 of this
8 operation plan as the Inshore GOM, at any time during a trip, the vessel must declare BSA 1 only
9 and the Sector Vessel may not conduct any fishing activity outside of the area defined as BSA 1
10 for the entire trip.

11

12 If the vessel declares more than one Broad Stock Area on a trip, the vessel is prohibited from
13 conducting fishing activity West of the 70:15 in the area described in Section 5.04. as the Inshore
14 GOM.

15

16 The Sector Manager and Sector Members will work together to determine how the declaration
17 requirements above will be completed using the existing VMS systems or an alternative third
18 party reporting system.

2014 Maine Coast Community Sector Table 3.1-1

Sector Member	MRI #	Federal Permits	State Permits	Enrolled in MCCS	Active?
ALEXANDER TODD	1809	Bluefish, Herring, Scallop, American Lobster Trap, Monkfish, Multispecies, Ocean Quahog, Surf Clam, Squid, Butterfish, Mackerel	ME: Shrimp	Yes	N
ARNOLD (JOE) NICKERSON /HAYLEY MARITIME INC	97	Bluefish, Spiny Dogfish, Herring, Scallop, American Lobster Trap, Monkfish, Multispecies, Red Crab, Skate, Squid, Butterfish, Mackerel and Tilefish.	ME: Lobster, Shrimp, Scallop, and Commercial Fishing	Yes	Y
BRIAN DURANT	130	Bluefish, Spiny Dogfish, Herring, Lobster Trap, Monkfish, Multispecies, Red Crab, Skate, Atlantic Mackerel and Tilefish	ME: Lobster and Shrimp	Yes	Y
BRIAN PEARCE / DANNY BOY FISHERIES	78	Bluefish, Spiny Dogfish, Herring, Multispecies, Monkfish, Red Crab, Scup, Skate, Squid/Butterfish, Mackerel, Tilefish	ME: Shrimp, Commercial Fishing	Yes	Y
BRYAN BICHREST	2341	Spiny Dogfish, Herring, Lobster Trap, Monkfish, Quahog, Surf Clam, Squid, Butterfish and Mackerel	ME: Lobster, Herring and Commercial Fishing	Yes	Y
BRYAN BICHREST	5	Spiny Dogfish, Multispecies, Lobster Trap	ME: Lobster	Yes	Y
BRYAN BICHREST	2204	Bluefish, Spiny Dogfish, Herring, Monkfish, Multispecies, Red Crab, Skate, Squid/Butterfish, Mackerel, Tilefish		Yes	Y
BRYAN KELLEY	1686	American Lobster, Herring, Monkfish, Bluefish	Halibut, Shrimp, Scallop, Lobster,	YES	N
CORY HAWKES	17	American Lobster, Monkfish (E), Squid/Mackerel/Butterfish	ME: Lobster, Elver, Commercial Fishing, Shrimp	Yes	N
DALE MARTEL /FATHERS & SONS FISHERIES	1864	Scallop, Monkfish, Multispecies, Surf Clam, Mackerel, Squid, Butterfish, Spiny Dogfish, Bluefish, Tilefish, Shark Incidental, Herring, Lobster Trap, Red Crab and Skate	ME: Lobster	Yes	Y
DAVID HORNER	431	American Lobster, Bluefish, Herring, Monkfish, Multispecies, Ocean Quahog Red Crab, Scallop, Skate, Spiny Dogfish, Squid/Butterfish, Tilefish	Lobster, Scallop, Halibut, Shrimp, Pelagic,	YES	N
DONALD J PAULSEN	235	Spiny Dogfish, Summer Flounder, Monkfish, Multispecies, Scup, Skate, Loligo, Butterfish and Mackerel	ME: Shrimp and Scallop	Yes	N
GARY & ROGER LIBBY/ R & B FISHERIES INC	1474	Bluefish, Spiny Dogfish, Herring, Lobster Non- Trap, Monkfish, Multispecies, Red Crab, Skate and Tilefish	ME: Shrimp	Yes	Y
GARY HATCH /GALLEY HATCH FISHERIES	1446	Bluefish, Spiny Dogfish, Herring, Monkfish, Multispecies, Red Crab, Skate, Squid, Butterfish, Mackerel and Tilefish	ME: Lobster and Shrimp	Yes	N
GARY HAWKES	2052	Lobster Trap, Monkfish, Multispecies, Quahog, Red Crab, Skate, Squid, Butterfish and Mackerel	ME: Lobster, Bait Gillnet, Shrimp and Halibut	Yes	N
GERALD CUSHMAN / WINDSONG CORP	419	Bluefish, Spiny Dogfish, Monkfish, Multispecies, Skate, Squid, Butterfish and Mackerel	ME: Lobster and Shrimp	Yes	N
GERALD CUSHMAN / WINDSONG CORP	268	Bluefish, Summer Flounder, Herring, Lobster, Monkfish, Multispecies, Red Crab, Scup, Loligo/Butterfish, Tilefish		Yes	N
HAROLD TODD / LAUREN WATTS	276	Bluefish, Spiny Dogfish, Summer Flounder, Herring, Monkfish, Multispecies, Red Crab, Skate, Squid, Butterfish, Mackerel, Lobster Trap, and Tilefish	(ME) Shrimp, Scallop	Yes	N
KELO S PINKHAM	163	Bluefish, Spiny Dogfish, Summer Flounder, Herring, Lobster Trap, Monkfish, Multispecies, Quahog, Red Crab, Surf Clam, Squid, Butterfish, Skate and Mackerel	ME: Lobster and Shrimp	Yes	Y

Sector Member	MRI #	Federal Permits	State Permits	Enrolled in MCCS	Active?
MITCHELL T NUNAN	1823	Bluefish, Spiny Dogfish, Herring, Scallop, Lobster Trap, Monkfish, Multispecies, Quahog, Surf Clam, Skate, Squid, Butterfish, Mackerel and Tilefish	ME: Lobster	Yes	Y
SCOTT CARTER	87	Scallop, Monkfish, Multispecies, Tilefish, Lobster Trap and Skate	ME: Lobster, Scallop and Shrimp	Yes	N
PRESTON S CARTER	1445	Monkfish, Multispecies, Lobster Trap and Skate	ME: Lobster, Scallop and Shrimp	Yes	N
RANDY V CUSHMAN /MELONY CUSHMAN	383	Spiny Dogfish, Herring, Monkfish, Multispecies, Quahog, Red Crab, Surf Clam, Skate, Mackerel and Tilefish	ME:Scallop, Shrimp and Quahog	Yes	Y
REINIER NIEUWKERK / FV HANNAH JO LLC	2404	Bluefish, Spiny Dogfish, Herring, Lobster Non Trap, Lobster Trap, Monkfish, Multispecies, Skate, Squid, Butterfish and Mackerel	ME: Lobster, Commercial Fishing, and Shrimp	Yes	Y
REINIER NIEUWKERK / FV HANNAH JO LLC	290	Spiny Dogfish, Herring, Lobster Non Trap, Lobster Trap, Monkfish, Multispecies, Quahog, Scup, Surf Clam, Squid, Butterfish and Mackerel	ME: Lobster , Shrimp	Yes	Y
REINIER/LUCINDA NIEUWKERK	2237	Spiny Dogfish, Herring, Monkfish, Multispecies, Squid, Butterfish and Mackerel	None	Yes	Y
ROBERT BICHREST	2260	Spiny Dogfish, Herring, Lobster Trap, Monkfish, Multispecies, Squid, Butterfish and Mackerel	ME: Lobster	Yes	Y
ROBERT EUGLEY	192	Bluefish, Spiny Dogfish, Herring, Lobster, Monkfish, Multispecies, Red Crab, Skate, Squid/Butterfish, Mackerel	Shrimp, Herring, Dragged Crab, Whelk, Periwinkle, Lobster	Yes	N
ROBERT ODLIN/DIVING ADVENTURES INC.	2358	Bluefish, Spiny Dogfish, Herring, Scallop, American Lobster Non Trap, Lobster Trap, Monkfish, Multispecies, Ocean Quahog, Red Crab, Skate, Squid, Butterfish, Mackerel, Tilefish	ME: Shrimp	Yes	Y
ROGER & GLEN LIBBY /HILDA & HELEN INC	112	Bluefish, Spiny Dogfish, Herring, Scallop, Monkfish, Multispecies, Red Crab, Skate and Tilefish	ME: Shrimp, Scallop and Commercial Fishing	Yes	Y
ROGER ALLARD	1441	Bluefish, Spiny Dogfish, Herring, Lobster, Monkfish, Multispecies, Red Crab, Skate and Tilefish	ME: Lobster and Commercial Fishing	Yes	Y
RUSSELL DAGGETT	2273	Bluefish, Spiny Dogfish, Lobster Trap, Monkfish, Multispecies, Squid, Butterfish and Mackerel	ME: Lobster and Quahog	Yes	Y
RUSSELL DAGGETT	49	Spiny Dogfish, Lobster Trap, Monkfish, Multispecies, Skate, Squid, Butterfish and Mackerel	ME: Lobster, Quahog	Yes	Y
JOHN DAGGETT	1256	Bluefish, Spiny Dogfish, American Lobster, Monkfish, Mackerel	None	Yes	Y
STEVEN C BENNER /LORRAINE BENNER	286	Herring, Scallop, Monkfish, Multispecies, and Skate	ME: Shrimp	Yes	Y
TAD MILLER /JOHN V MILLER INC	1642	Bluefish, Spiny Dogfish, Herring, Lobster Non Trap, Lobster Trap, Monkfish, Multispecies, Quahog, Red Crab, Surf Clam, Skate, Squid, Butterfish, Mackerel and Tilefish	MA: Squid, Fluke, Lobster Non Trap ME: Shrimp and Commercial Fishing	Yes	N
THE ISLAND INSTITUTE	402	Spiny Dogfish, American Lobster, Monkfish (D), Multispecies, Skate, Squid/Mackerel/Butterfish	None	Yes	N
THE NATURE CONSERVENCY	455	American Lobster, Atlantic Mackerel, Bluefish, Herring, Monkfish, Multispecies, Red Crab, Scup, Skate, Spiny Dogfish, Squid/Butterfish, Summer Flounder, Tilefish	None	YES	N
THE NATURE CONSERVENCY AND THE ISLAND INSTITUTE	1801	Monkfish, Multispecies, Spiny Dogfish, Bluefish, Tilefish, Herring, Red Crab, Skate, Lobster Trap, and Lobster Non-Trap	ME: Shrimp	Yes	N



MAINE COAST
COMMUNITY
SECTOR

Maine Coast Community Sector
PO Box 112
Topsham, ME 04086
207-619-1755 • 866-876-3564(fax)

February 24, 2014

IN WITNESS WHEREOF, the undersigned party has executed the Maine Coast Community Sector Operations Plan and Agreement for Fishing Year 2014, as of the date first written above.

Signature: _____

A handwritten signature in black ink, appearing to read "R. Eugley Jr.", written over a horizontal line.

Name/Company: Robert Eugley: Katie & Sarah

MRI #: 192



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Signature: Willis M. Spear

Name/Company: Willis Spear: Easy Does It INC

MRI #: 164

Under the condition that the Maine Coast Community Sector, its' Manager, Sector Data Specialist & Fisheries Program Coordinator cannot access my lobster landing trip reports to the N.M.F.S.

The lobster landing reports having nothing to do with ground fish.

If this above understanding is not agreed upon by the sector, I withdraw from the sector.

Sincerely,
Willis M. Spear



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Signature: *Tom W Casamassa*

Name/Company: Tom Casamassa: Theresa Irene III

MRI #: 1835



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February 24, 2014

IN WITNESS WHEREOF, the undersigned party has executed the Maine Coast Community Sector Operations Plan and Agreement for Fishing Year 2014, as of the date first written above.

Signature: Cory Hawkes

Name/Company: Cory Hawkes: Ashley Nicole

MRI #: 17



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Signature: Steven Benner

Name/Company: Steve Benner: High Roller

MRI #: 286



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February 24, 2014

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Signature: *Gary Hatch Press.*

Name/Company: Gary Hatch: Galley Hatch Fisheries INC

MRI #: 1446



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February 24, 2014

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Signature: Mitchell Nunan

Name/Company: Mitchell Nunan: Pretender

MRI #: 1823



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Signature: *Kelo S Pinkham*

Name/Company: Kelo S. Pinkham: Jeanne C

MRI #: 163



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February 24, 2014

IN WITNESS WHEREOF, the undersigned party has executed the Maine Coast Community Sector Operations Plan and Agreement for Fishing Year 2014, as of the date first written above.

Signature: *Roger Allard*

Name/Company: Roger Allard: ~~Wade's Way~~ *Robyn Elizabeth*

MRI #: 1441



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February 24, 2014

IN WITNESS WHEREOF, the undersigned party has executed the Maine Coast Community Sector Operations Plan and Agreement for Fishing Year 2014, as of the date first written above.

Signature: Ira M. Miller

Name/Company: Ira Miller: Julie Ann

MRI #: 1642



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February 24, 2014

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Signature: *Gerry Cushman*

Name/Company: Gerry Cushman: Bugcatcher INC

MRI #: 419

Signature: *Gerry Cushman*

Name/Company: Gerry Cushman: Generation

MRI #: 268



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February 24, 2014

IN WITNESS WHEREOF, the undersigned party has executed the Maine Coast Community Sector Operations Plan and Agreement for Fishing Year 2014, as of the date first written above.

Signature: Geoffrey Smith 2/27/14

Name/Company: Geoffrey Smith: The Nature Conservancy

MRI #: 455



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February 24, 2014

IN WITNESS WHEREOF, the undersigned party has executed the Maine Coast Community Sector Operations Plan and Agreement for Fishing Year 2014, as of the date first written above.

Signature: Robert M. Odlin

Name/Company: Robert Odlin: Diving Adventures INC

MRI #: 2358



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February 24, 2014

IN WITNESS WHEREOF, the undersigned party has executed the Maine Coast Community Sector Operations Plan and Agreement for Fishing Year 2014, as of the date first written above.

Signature: _____

Name/Company: Glen Libby : Hilda & Helen INC

MRI #: 112



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February 24, 2014

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Signature: *Randy Cushman*

Name/Company: Randy Cushman: Ella Christine

MRI #: 383

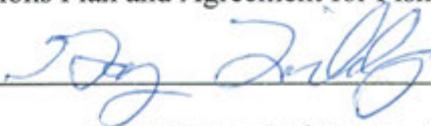


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February 24, 2014

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Signature: 

Name/Company: Gary Libby: Leslie & Jessica, R&B Fisheries INC

MRI #: 1474



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February 24, 2014

IN WITNESS WHEREOF, the undersigned party has executed the Maine Coast Community Sector Operations Plan and Agreement for Fishing Year 2014, as of the date first written above.

Signature: Robert Bichrest

Name/Company: Robert Bichrest: Beverly Joyce

MRI #: 2260

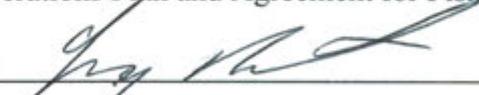


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February 24, 2014

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Signature: 

Name/Company: Troy Bichrest: Pamela Grace

MRI #: 1815

Signature: 

Name/Company: Troy Bichrest: Jethro

MRI #: 196

Signature: 

Name/Company: Troy Bichrest: Three's Enough

MRI #: 461



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February 24, 2014

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Signature: *Glenn Robbins*

Name/Company: Glenn Robbins: F/V Western Sea

MRI #: 2040

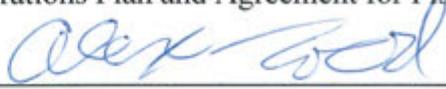


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February 24, 2014

IN WITNESS WHEREOF, the undersigned party has executed the Maine Coast Community Sector Operations Plan and Agreement for Fishing Year 2014, as of the date first written above.

Signature: 

Name/Company: Alexander Todd: Jacob and Joshua INC

MRI #: 1809



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February 24, 2014

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Signature: Vincent Balzano

Name/Company: Vincent Balzano: Balzano LLC

MRI #: 222



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February 24, 2014

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Signature: *Russell Daggett*

Name/Company: Russell Daggett: Sarah Gale

MRI #: 2273

Signature: *Russell Daggett*

Name/Company: Russell Daggett: Ann Marie

MRI #: 42 

~~Signature: _____~~

~~Name/Company: Russell Daggett: Junker~~

~~MRI #: 1256~~

*Sold permit
to John Daggett*



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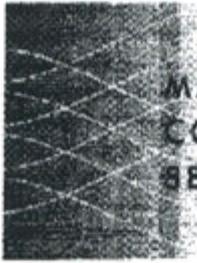
February 24, 2014

IN WITNESS WHEREOF, the undersigned party has executed the Maine Coast Community Sector Operations Plan and Agreement for Fishing Year 2014, as of the date first written above.

Signature: *Gary E Hawkes*

Name/Company: Gary Hawkes: Amanda Elizabeth

MRI #: 2052



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Signature: Brian Durant

Name/Company: Brian Durant: Free Bird

MRI #: 130



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February 24, 2014

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Signature: *Arnold Nickerson*

Name/Company: Arnold Nickerson: Hayley Ann, Hayley Maritime INC

MRI #: 97



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February 24, 2014

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Signature: _____

A handwritten signature in black ink, appearing to read "Harold Todd Watts".

Name/Company: Harold Todd Watts: Megaltay

MRI #: 276



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PO Box 112
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February 24, 2014

IN WITNESS WHEREOF, the undersigned party has executed the Maine Coast Community Sector Operations Plan and Agreement for Fishing Year 2014, as of the date first written above.

Signature: 

Name/Company: Joseph B. Leask: November Gale

MRI #: 1653



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February 24, 2014

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Signature: Preston S. Carter, Sr.

Name/Company: Preston Carter, Shannon Dawn

MRI #: 1445



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Signature: *Scott Carter* F/V *Hannah Ruth*

Name/Company: Scott Carter; Hannah Ruth

MRI #: 2273





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February 24, 2014

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Nick Battista

Signature: _____

Name/Company: Island Institute Fishing Permits INC

MRI #: 402

Nick Battista

Signature: _____

Name/Company: Island Institute Fishing Permits INC

MRI #: 1801



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Signature: Bryan Bichrest

Name/Company: Bryan Bichrest: Safe Haven

MRI #: 5

If you have multiple permits you will be enrolling in the sector please use the space below.

Signature: Bryan Bichrest

Name/Company: Bryan Bichrest: Safe Haven

MRI #: 2341

If you have multiple permits you will be enrolling in the sector please use the space below.

Signature: Bryan Bichrest

Name/Company: Bryan Bichrest: Safe Haven

MRI #: 2204



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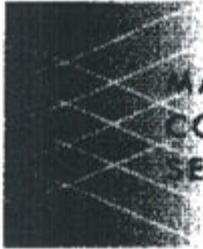
February 24, 2014

IN WITNESS WHEREOF, the undersigned party has executed the Maine Coast Community Sector Operations Plan and Agreement for Fishing Year 2014, as of the date first written above.

Signature: *Dale H Martel*

Name/Company: Dale Martel; F/V Endeavor, Fathers and Sons Fisheries INC

MRI #: 1864

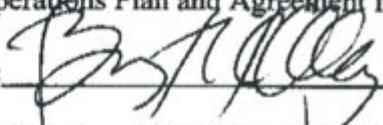


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Signature: 

Name/Company: Bryan Kelley: Homemade Ava's Lava

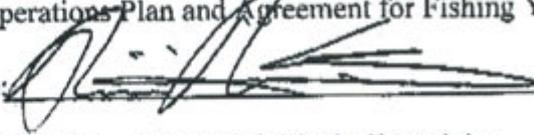
MRI #: 1686



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February 24, 2014

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Signature:  _____

Name/Company: Knoep Neiuwkerk: Hannah Jo

MRI #: 290

Signature:  _____

Name/Company: Knoep Neiuwkerk: Cutter

MRI #: 2404

Signature:  _____

Name/Company: Knoep Neiuwkerk: Cammie Kendrick

MRI #: 2237



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February 24, 2014

IN WITNESS WHEREOF, the undersigned party has executed the Maine Coast Community Sector Operations Plan and Agreement for Fishing Year 2014, as of the date first written above.

Signature: John R Daggett

Name/Company: John Daggett: Junker

MRI #: 1256



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Signature: Donald Paulsen II

Name/Company: Donald Paulsen II: Misty Mae

MRI #: 235



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Signature: David Horner

Name/Company: David Horner: Luke & Grace

MRI #: 431

Operationalizing Open-Source Electronic Monitoring Systems in New England Groundfish Sectors

Project Objectives

- Through collaboration between Ecotrust Canada, Gulf of Maine Research Institute, The Nature Conservancy and Maine Coast Community Sector, a cost effective Electronic Monitoring (EM) system will be developed and operationalized in the New England groundfish fishery to meet federal technical specifications and collect data comparable to the At Sea Monitor (ASM) program of the National Marine Fisheries Service (NMFS).

Project Overview

- Test open-source EM technology on seven active groundfish vessels of two different gear types (gillnet and trawl).
- Compare data collected by EM systems with those self-reported by the fisherman participants and with those collected by the NMFS Northeast Fishery Observer Program (NEFOP) and ASM programs.
- Test the feasibility of integrating EM data with haul-by-haul fishing log data, electronically.
- Further the work commissioned by NMFS in EM weight estimation and species identification by applying length to weight relationships and volumetric methodology in an operational environment.
- Transfer knowledge through partnerships and to increase the capacity for the support of EM programs in New England.

Data Collection

All vessels: Hardware Components

- Central control box
 - 32 GB solid state OS hard drive
 - 500 GB solid state removable data drive
 - Uninterrupted power supply (UPS)
- Keyboard & monitor
- GPS
- Hydraulic pressure sensor
- Three digital (IP) cameras
- Powered IP switch

Selected vessels: On four vessels one of the following additional fishing activity sensors will be installed:

1. Digital haul effect sensor
2. Analog haul effect sensor
3. Reflective optical sensor
4. Distance sensor

Software Configuration

- Data is logged from the GPS and hydraulic pressure sensor every second while system powered.
- High frame-rate video capture triggered by hydraulic sensor at the start of fishing activity. On selected vessels high frame-rate video capture could be triggered by an additional sensor.
- Video capture drops to low-frame after a pre-determined duration once sensor(s) have indicated that fishing activity has ended.
- The video from camera 1 with a view of the entire deck is captured at 5 frames per second (fps) with the H264 codec.
- The video from camera 2 with a close up view of the discard area is captured at 10 fps with the H264 codec.
- The video from camera 3 with an outboard view of rail discards is captured at 10 fps with the H264 codec.
- Project logbook data will be captured by participating captains on a haul-by-haul basis in the EM systems integrated eLog or through an existing method (FLNDRS or paper log).

Fish Handling Procedures

- All discards must be handled in view of the discard camera.
- For species where discarding using the chute or regular discard area (i.e. large skates or sharks), the discarding must occur in the area of the rail/deck that is captured by the third camera.
- On a trawl vessel, Annual Catch Entitlement (ACE) managed species to be discarded are either sorted by species into baskets or fish are placed on a measurement grid (marked on the deck, sorting table, or discard chute).
- On a gillnet vessel, ACE managed species will be placed in a parallel orientation in relation to the measuring device on the conveyor belt.
- All non-compliant fish to be discarded will be returned to the sea as soon as practicable once data collection has occurred.

Data Handling

- EM system hard drives will store up to 4 – 6 weeks of data.
- Hard drives will be retrieved on a weekly basis.
- The data from each hard drive will be copied and archived then uploaded to a server and accessed securely over the Internet for analysis.
- When logbook data has not been entered directly into the eLog integrated with the EM system or collected by ASM/NEFOP programs it will be converted into an appropriate format for analysis.
- At the end of the project, all raw project data will be destroyed except for the raw data released by the project participants (e.g., sample video clips approved by the vessel owner).

Data Analysis

Sensor Data Analysis

- 100% of the sensor data will be automatically analysed to identify hauls.

- Hauls identified in the EM data will be automatically aligned with hauls reported in the logbook and when available hauls identified by the ASM/NEFOP programs.
- An analyst will verify the data alignment.

Video Analysis

- 10% of the hauls from each uploaded batch of data will be video reviewed.
- For each haul reviewed the following will be recorded;
 - A visual weight *estimate* for each retained species. These weight estimates will be based on either individual fish counts or basket counts depending on species and gear type.
 - The species, life status and treatment of each incidental take of a marine mammal or protected species, and
 - For all discarded ACE managed species a length per fish or an estimate of their volume (measured through basket capacity).
- Fish length will be converted to weights using accepted weight to length ratios by species and volumes will be converted to weights using appropriate densities for each species measured.

Data Comparison

- The following data will be compared at the haul level between EM and logbook and the ASM/Observer program when available;
- The date, time and location of each haul and when possible each set,
- All estimated retained weights by species,
- Incidental takes, and
- ACE managed discarded species weights.
- Each comparison will be reported to participants in an effort to improve logbook self-reporting.

Final Report

- Will include objectives, methods, results, discussion and conclusion.
- Results will include a detailed analysis of:
 - How the EM system performed on each vessel,
 - The quality of data collected, and
 - The comparisons between logbook and ASM/Observer and EM data.

For any questions on general electronic monitoring project inquires please contact:

Rachel Long, Gulf of Maine Research Institute
Phone (207) 228-1666 Email rlong@gmri.org

For further information on Ecotrust Canada's electronic monitoring systems please contact:

Amanda Barney, Ecotrust Canada
Phone (250) 624-4191 Email amanda@ecotrust.ca

Participating Vessels in the Maine Coast Community Sector

Owner	Vessel	MRI	Permit
Bryan Bichrest	F/V Safe Haven	5 2341 2204	150323 148076 242844
Troy Bichrest	F/V Pamela Grace	2260 196 1815 461	150163 150946 242777 150572
Kelo Pinkham	F/V Jeanne C	163	230524
Brian Pearce	F/V Danny Boy	78	251253
Randy Cushman	F/V Ella Christine	383	250387
Knoep Nieuwkerk	F/V Hannah Jo	2404 2237 290	214857 149493 147517

National Marine Fisheries Service

NMFS vessel/fishery data as of December 3, 2013, 9:35 am

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: ELLA CHRISTINE
Northeast Federal Fishery Permit: 250387
US Coast Guard Doc #/State Registration # : 568374
Primary Owner|Corporation Name: RANDY V CUSHMAN
Address:
79 GLENMERE ROAD PO BOX 356
PORT CLYDE, ME 04855
Phone: (207) 372-8081

Hailing Port: PORT CLYDE, ME.
Principal Port: PORT CLYDE, ME.

Sector: Maine Coast Community Sector

Valid Sector LOA? Yes

Most Recent Northeast Federal Fishery Permit Data

Permit Year	Plan	Category	Description	Start Date	End Date
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	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	01- MAR- 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	4	ATLANTIC MACKEREL - 2013	01- MAY- 13	30- APR- 14
2013	TLF	1	TILEFISH - COMMERCIAL/INCIDENTAL - 2013	01- MAY- 13	30- APR- 14

National Marine Fisheries Service

NMFS vessel/fishery data as of November 22, 2013, 12:07 pm

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Most Recent Vessel Data

Vessel: HAYLEY ANN
 Northeast Federal Fishery Permit: 221740
 US Coast Guard Doc #/State Registration # : 922606
 Primary Owner/Corporation Name: HAYLEY MARITIME INC
 Address:
 52 ARUNDEL WOODS DRIVE
 ARUNDEL, ME 04046
 Phone: (207) 985-2145

Hailing Port: KENNEBUNKPORT, ME.
 Principal Port: KENNEBUNKPORT, ME.
 Max Trap Allocation: 800

Sector: Maine Coast Community 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	29-MAY-13	30-APR-14
2013	DOG	1	SPINY DOGFISH - COMMERCIAL - 2013	29-MAY-13	30-APR-14
2013	HRG	D	HERRING - OPEN ACCESS - POSSESSION LIMIT - 2013	29-MAY-13	30-APR-14
2013	LGC	B	SCALLOP - LAGC - NGOM - 2013	29-MAY-13	28-FEB-14
2013	LO	A1	AMERICAN LOBSTER - TRAP - AREA 1 - 2013	29-MAY-13	30-APR-14
2013	MNK	D	MONKFISH - CATEGORY D - 2013	29-MAY-13	30-APR-14
2013	MUL	A	NE MULTISPECIES - INDIVIDUAL DAS - 2013	29-MAY-13	30-APR-14
2013	RCB	A	RED CRAB - OPEN ACCESS - INCIDENTAL BYCATCH - 2013	29-MAY-13	28-FEB-14
2013	SKT	1	SKATE - 2013	29-MAY-13	30-APR-14
2013	SMB	3	SQUID/BUTTERFISH - INCIDENTAL - 2013	29-MAY-13	30-APR-14
2013	SMB	4	ATLANTIC MACKEREL - 2013	29-MAY-13	30-APR-14
2013	TLF	1	TILEFISH - COMMERCIAL/INCIDENTAL - 2013	29-MAY-13	30-APR-14

National Marine Fisheries Service

NMFS vessel/fishery data as of December 3, 2013, 9:31 am

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: THERESA IRENE III
Northeast Federal Fishery Permit: 140344
US Coast Guard Doc #/State Registration # : ME1979T
Primary Owner|Corporation Name: THOMAS W CASAMASSA
Address:
11 FERRY LANE
SACO, ME 04072-3012
Phone: (207) 282-1764

Hailing Port: SACO, ME.
Principal Port: SACO, ME.
Max Trap Allocation: 800

Sector: Maine Coast Community 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	B	SCALLOP - LAGC - NGOM - 2013	20- MAR- 13	28- FEB- 14
2013	LO	A1	AMERICAN LOBSTER - TRAP - AREA 1 - 2013	01- MAY- 13	30- APR- 14
2013	MNK	E	MONKFISH - INCIDENTAL CATEGORY E - 2013	01- MAY- 13	30- APR- 14
2013	MUL	A	NE MULTISPECIES - INDIVIDUAL DAS - 2013	01- MAY- 13	30- APR- 14
2013	RCB	A	RED CRAB - OPEN ACCESS - INCIDENTAL BYCATCH - 2013	20- MAR- 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
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State of Maine



Department of the Secretary of State

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

I further certify that MAINE COAST COMMUNITY SECTOR, formerly PORT CLYDE COMMUNITY GROUND FISH SECTOR is a duly organized nonprofit corporation without capital stock under the laws of the State of Maine and that the date of incorporation is March 02, 2010.

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

In testimony whereof, I have caused the Great Seal of the State of Maine to be hereunto affixed. Given under my hand at Augusta, Maine, this third day of December 2013.

A handwritten signature in black ink, appearing to read 'Matthew Dunlap', written over a horizontal line.

Matthew Dunlap
Secretary of State