



1 shall expire at the conclusion of each fishing year, unless renewed by the Board in accordance with the  
2 Sector's Bylaws and this Agreement. The Sector's members (the "Members"), such Members' "Limited  
3 Access Multispecies Permit" (LA MS) as identified by its "Moratorium Rights Identifier" (MRI), and the  
4 vessels that will harvest the Sector's Amendment 16 allocations are identified on the attached **Exhibit A**,  
5 which may be amended from time to time in accordance with this Agreement and the Sector's Bylaws.

6           2.1 Rule of Three Requirement: Amendment 16 to the NE multispecies FMP defines a sector as  
7 a group of three or more persons, none of whom have an ownership interest in the other two persons in  
8 the sector. This criterion has been fulfilled with permit # 150123 under the distinct ownership of  
9 Richard Burgess, MRI # 1365 under the distinct ownership of Gloucester Fishing Community  
10 Preservation Fund, and MRI # 316 under the distinct ownership of Michael Walsh.

11           3. Member and Vessel Permits. The attached **Exhibit B** is provided in accordance with the  
12 requirements of Amendment 16 that all state and federal permits held by Members or assigned to  
13 Members' vessels be disclosed in each sector's annual operations plan.

14           4. Sector Allocation and Exemptions. Each Member shall take all actions and execute all  
15 documents necessary to obtain the Sector's Amendment 16 annual catch entitlement ("ACE"). The  
16 Sector shall request all universal exemptions granted to sectors under Amendment 16 and relating  
17 multispecies implementing regulations; and any special exemptions the Board deems appropriate. The  
18 special exemptions initially requested by the Sector are identified on the "Harvesting Rules" attached  
19 hereto as **Exhibit C**.

20           5. Distribution of Sector ACE. Each Member acknowledges that the Sector's ACE is composed of  
21 allocations for each species of Northeast multispecies groundfish allocated by Amendment 16 (each  
22 such species being an "Allocated Species"), and any subsequent Framework or Amendment. Subject to  
23 the terms and conditions of this Agreement, each Member shall be entitled to harvest or transfer an  
24 amount of the Sector's ACE, as adjusted by the Sector for retainages including but not limited to the  
25 Reserve, for each Allocated Species proportionate to the amount of ACE for such species that the Sector  
26 receives as a result of such Member's membership in the Sector. The amount of Sector ACE a Member  
27 may harvest or transfer, as adjusted by transfers and Sector retainages including but not limited to the  
28 Reserve, made in accordance with this Agreement, is referred to hereafter as a Member's "Harvest  
29 Share." Each Member may harvest or transfer its Harvest Share only under the terms and conditions of  
30 this Agreement and in compliance with the restrictions imposed by the Manager (as defined below), the

1 Enforcement Committee (as defined below) and the Board in accordance with this Agreement. Any  
2 other attempted harvest or transfer of a Member’s Harvest Share shall be a breach of this Agreement.

3 6. Sector Manager and Registered Agent. The Board shall from time to time appoint a person to  
4 act as the Sector’s authorized agent in all NMFS and New England Fishery Management Council matters  
5 (the “Manager”), and a person to serve as the registered agent for receiving service of process on behalf  
6 of the Sector (the “Registered Agent”). The procedures for appointing the Manager and the Registered  
7 Agent shall be as provided in the Sector’s Bylaws, as the same may be amended from time to time. The  
8 Manager and the Registered Agent may be the same person. The Manager shall be responsible for  
9 preparing and filing all reports required of the Sector under Amendment 16 and the related  
10 implementing regulations. Vito Giacalone will serve as the registered agent for receiving service of  
11 process on behalf of the Sector. The Sector will notify NMFS prior to May 1, 2014 who will be acting as  
12 their Manager for FY 2014-2015.

13 6.1 Communication with Sector. The Manager is the primary point of contact for all  
14 communications on behalf of the Sector and all communications regarding NEFS I should be directed  
15 accordingly. In addition to the Sector Manager, Elizabeth Etrie or the acting program director of  
16 Northeast Sector Service Network, is authorized to act on behalf of the Sector. At the time in which this  
17 Agreement is entered into, the Board of Directors are as follows:

- 18 President: Vito Giacalone
- 19 Treasurer: Vito Giacalone
- 20 Clerk: Vito Giacalone
- 21 Directors: Vito Giacalone

22  
23 When the NEFS I Board of Directors is modified, the Sector will notify NMFS of such modifications.  
24 Additionally, a list of current Board members can also be located at the following link.

25 <http://corp.sec.state.ma.us/CorpWeb/CorpSearch/CorpSearch.aspx>

26 7. Consolidation Plan. The Sector’s ACE shall be harvested in accordance with the terms and  
27 conditions of this Section 7.

28 7.1 Harvest Share Reserve. Each Member acknowledges that under NMFS regulations,  
29 the Members’ aggregate harvest of the Sector’s ACE may not exceed the Sector’s ACE allocation, as

1 adjusted by transfers of ACE between the Sector and other sectors. Each Member further acknowledges  
2 that under NMFS regulations, each Member may be held jointly liable for fines, penalties and forfeitures  
3 related to the Sector's ACE being overharvested. Each Member therefore authorizes the Manager to  
4 annually establish a reserve of each Allocated Species in the amount the Manager deems necessary to  
5 insure the Sector's ACE is not over-harvested (the "Reserve"). The Reserve for each Allocated Species  
6 shall be established by assessing the Members' Harvest Shares for such Allocated Species on a pro rata  
7 basis, according to their Harvest Share percentages for each such species. The amount of each  
8 Member's Harvest Share available for harvest or transfer shall be net of the amount assessed for the  
9 Reserve. The Reserve shall be managed under a "Deemed Value System" ("DVS") by the Manager in  
10 accordance with the terms and conditions adopted by the Board from time to time. If the Board  
11 requires that Members pay for distributions from the Reserve, the DVS payments received by the Sector  
12 shall be distributed to the Members after the close of fishing for the year on a pro rata basis, such that  
13 each Member receives a share of the total amount paid for distributions of each Allocated Species from  
14 the Reserve proportionate to the amount of such Allocated Species each Member contributed to the  
15 Reserve.

16           7.2 Harvest Share Use. Only Members that notify the Manager in writing on or before  
17 March 6, 2014 (the "Notification Date"), and on or before any succeeding Notification Dates established  
18 by the Board for FY 2014 and thereafter of their intention to harvest Sector ACE ("**Active Members**")  
19 may harvest Sector ACE. Each Member's notice that such Member intends to harvest Sector ACE shall  
20 identify the vessels which will be used for such harvest. **Non-Active Members** shall not harvest Sector  
21 ACE, including without limitation, their own Harvest Share. No **Active Member** shall harvest an amount  
22 of Sector ACE in excess of their Harvest Share. Harvest of each **Active Member's** Harvest Share shall be  
23 subject to all NMFS and other management regulations generally applicable to the Sector's ACE  
24 (including but not limited to seasonal apportionments and area harvest restrictions) on a discreet,  
25 individual basis; i.e., no greater percentage of each Member's Harvest Share may be harvested in any  
26 season or area than the percentage of the related Sector ACE allocation permitted to be harvested in  
27 such season or area. The Manager may impose and enforce additional restrictions on each **Active**  
28 **Member's** harvest of Sector ACE authorized by this Agreement or adopted by the Board.

29           7.2.1 Non-Active Members. The Members acknowledge that **Active Members**  
30 are assuming certain costs and risks associated with harvesting the Sector's ACE on behalf of the **Non-**  
31 **Active Members**, and that the **Active Members** are making certain financial contributions to the Sector

1 that are not made by **Non-Active Members**. Obligations assumed by **Active Members** that are not  
2 imposed on **Non-Active Members include**, but are not limited to payments of the initial Membership  
3 Fee, and paying Network and Sector fees in connection with landings of catch harvested under the  
4 Sector’s ACE. In consideration for the **Active Members** assuming these costs, risks and fee obligations,  
5 each **Non-Active Member** shall:

6 (a) Not fish in any ACE-accountable fisheries;

7 (b) Participate only as a transferor with regards to transfer of such member’s Harvest  
8 Share within the sector. However, a **Non-Active Member** may act as a transferee through an Inter-  
9 Sector transfer of ACE provided the transaction results in a net increase of this Sector’s ACE.

10 (c) Not have access to information on FishTrax, or other Sector specific tools, other than  
11 the information necessary to track the balance of such Member’s Harvest Share, and specifically, shall  
12 not have access to Harvest Share Offers or Permit Offers posted on behalf of Members;

13 (d) Not have the Rights of First Offer on Sector Harvest Share and the related Sector ACE  
14 extended to **Active Members**, which may be adopted or amended from time to time by the Board under  
15 Section 7.3, and shall not have a right of first refusal on Permits extended to **Active Members**, which  
16 may be adopted or amended from time to time by the Board under Section 15;

17 (e) Pay Sector Operating Fees on the net amount of Sector ACE transferred out of the  
18 Sector by such Member, and pay the Network Fee on the net amount of Sector ACE transferred out of  
19 the NEFS Sectors by such Member.

20 7.3 Harvest Share Transfer. Subject to the terms and conditions of this Agreement,  
21 each Member may transfer some or all of such Member’s Harvest Share to one or more **Active**  
22 **Member(s)** on such terms and conditions as the transferor Member and the transferee **Active**  
23 **Member(s)** may agree. No transfer of a Member’s Harvest Share shall become effective until the  
24 Manager has received actual notice of such transfer. No Member may transfer any portion of such  
25 Member’s Harvest Share, or interest in the Sector’s ACE, to any person other than an **Active Member**  
26 unless the Board first authorizes such transfer in writing. Any such transfer shall be subject to such  
27 terms and conditions as the Board may adopt from time to time, including but not limited to  
28 establishment of procedures to implement a Right of First Offer (the “ROFO”) that is extended to **Active**  
29 **Members** of the Sector, **Active Members** of other Northeast Fishery Sectors, and certain other parties in

1 accordance with the terms and conditions established by the Board. Without limiting the foregoing, the  
2 Sector Board of Directors may condition, review, approve and restrict transfers of Harvest Shares to  
3 non-Members as it deems necessary to promote the harvest of the Sector’s entire ACE allocation and  
4 ensure that the Sector’s management and administrative costs can be recouped through reasonable  
5 Sector membership fees established by the Board.

6           7.4 Harvesting Rules and Fishing Plan. The Board may from time to time adopt such  
7 restrictions on harvest of the Sector’s ACE as the Board deems necessary to ensure the Sector’s  
8 compliance with Amendment 16 and related implementing regulations (such restrictions referred to  
9 hereafter as “Harvesting Rules”). The Harvesting Rules are set forth on **Exhibit C**. Each **Active Member**  
10 shall conduct their harvest of the Sector’s ACE in strict compliance with the Harvesting Rules. Each  
11 Member shall exercise their best efforts to ensure such Member’s Harvest Share is harvested in  
12 accordance with the Harvesting Rules. The Manager shall annually develop a Sector fishing plan that  
13 promotes harvest of the Sector’s ACE in accordance with the Harvesting Rules and shall make the Fishing  
14 Plan available to Active Members prior to the commencement of the fishing season.

15           7.5 Re-direction Of Effort. During FY 2012, and during the first quarter of FY 2013 none  
16 of the MRI’s enrolled in NEFS I were associated with vessels that harvested fish. During FY 2014, NEFS I  
17 anticipates that no redirection of effort will take place.

18           7.6 Sector Vessel Interactions with Allocated Species in Non-Amendment 16 Fisheries.  
19 NMFS will account for Member harvests of Allocated Species as harvests of the Sector’s ACE, regardless  
20 of whether such harvests are made during directed groundfish fishing trips or during other fishing trips,  
21 unless the Allocated Species harvest is managed under another management plan or as a sub-  
22 component annual catch limit (“ACL”) of Amendment 16 Allocated Species. Each **Active Member** shall  
23 report every fishing trip by such Member to the Manager prior to sailing, for determination whether the  
24 related Allocated Species harvest must be accounted for to NMFS as harvest of the Sector’s ACE.

25           7.7 Consolidation and Redistribution of ACE: Scientific recommendations and new  
26 Magnuson requirements will influence the level of consolidation that will take place in the groundfish  
27 fishery. The Sector members intend to utilize sector management to mitigate excessive consolidation  
28 that may occur in the effort controlled system where overall management measures are based upon the  
29 weakest stocks.

1 In FY 2013, 0% of the permits enrolled in the NEFS I for FY 2014 are attached to vessels  
2 actively fishing for NE multispecies. For FY 2014, the NEFS I sector has 3 permits currently enrolled. Of  
3 those permits 0 are anticipated to actively fish for NE multispecies in FY 2014. While these numbers may  
4 change, the NEFS I expects that, compared to FY 2013, there would be no change from the consolidation  
5 that previously occurred among the members during FY 2013. The member permits that are not  
6 attached to active NE multispecies vessels in FY 2014 are the same permits that leased out their ACE in  
7 FY 2013. In most cases, a member who owns multiple permits fished the ACE (or DAS if in the common  
8 pool) of all those permits on a single hull and will now continue to fish the ACE contributed by all those  
9 permits on the same single hull, resulting in no additional consolidation.

10 8. Release of Catch Data. Pursuant to section 402(b)(1)(F) of the Magnuson-Stevens Fishery  
11 Conservation and Management Act, 16 U.S.C. §1881a(b)(1)(F), the undersigned hereby authorizes the  
12 release to the undersigned hereby authorizes the release to the Manager of I Northeast Fishery Sector,  
13 Inc.; Program Director of Northeast Sector Service Network, and the FishTrax Programmer, of  
14 information that may be or is considered to be confidential or privileged by the Magnuson-Stevens Act  
15 or other federal law regarding the catch of various species of fish associated with the limited access  
16 Northeast multispecies permit with the Moratorium Right Identifiers (MRIs) enrolled in the sector  
17 submitted to the National Marine Fisheries Service that the undersigned has authority to access. This  
18 information includes data required to be submitted or collected by NMFS, including but not limited to  
19 days-at-sea allocation and usage, vessel trip reports, dealer reports, Northeast Fishery Observer  
20 Program data, information collected for conservation and management purposes, catch and landings  
21 history data, at-sea monitoring data, VMS information, and all other information associated with the  
22 vessel, MRI #, and/or permit records. Additionally, the Manager may be provided access to Member's  
23 Fish Online Account or alternatively access to specific data such as Vessel Track data, contained within  
24 the Member's Fish Online Account as made available to the Manager by the member.

25 9. Catch Monitoring and Reporting. Each **Active Member** shall comply with all catch  
26 monitoring and reporting requirements established by the Manager, which may include but are not  
27 limited to maintaining and filing copies of accurate catch logs, carrying fishery observers, installing and  
28 operating electronic vessel and catch monitoring equipment, delivering fish only at pre-approved  
29 landing stations at pre-approved times, and completing and filing accurate delivery reports on a timely  
30 basis. Without limiting the foregoing, each **Active Member** shall submit on a timely basis all catch  
31 information as required by and necessary for the Manager to complete and file the Sector's weekly

1 reports. Each **Active Member's** harvest of Sector ACE shall be calculated and tabulated in accordance  
2 with the catch accounting measures established by NMFS with respect to the Sector's ACE. Absent  
3 manifest error, the catch and delivery information produced by the Manager shall be presumed  
4 accurate, and absent manifest error, each Member's obligations under this Agreement and all related  
5 documents may be enforced to their fullest extent on the basis of such information.

6 10. Breach and Remedies for Breach. The benefits associated with Sector membership will only  
7 accrue to the Members if each of them strictly complies with this Agreement. Each Member will make  
8 significant operational and financial commitments based on this Agreement, and any Member's failure  
9 to fulfill any of its obligations under this Agreement could have significant adverse consequences for  
10 some or all other Members. Any failure by a Member to fulfill any of its obligations under this  
11 Agreement shall constitute a breach of this Agreement. Each Member shall be bound by the procedures  
12 set forth in this Section for determining whether a Member has breached this Agreement. The Sector  
13 shall be entitled to the remedies set forth in this Section if a Member is determined by the Sector to  
14 have breached this Agreement. Each Member shall take all actions and execute all documents the  
15 Manager deems necessary or convenient to give effect to the provisions of this Section.

16 10.1 Liquidated Damages Schedule and Schedule Amendments. The loss, costs and  
17 damages which may be suffered or incurred by Members as the result of any Member harvesting Sector  
18 ACE in excess of the amount such Member is authorized to harvest under this Agreement, or otherwise  
19 breaching this Agreement, will be difficult to calculate. The loss, costs and damages the Members and  
20 the Sector could suffer as the result of a Member harvesting more Sector ACE than its Harvest Share, or  
21 otherwise breaching this Agreement, are likely to substantially exceed the market value of the excess  
22 harvest. Consequently, the Sector may impose and assess upon any breaching Member the liquidated  
23 damages amounts as established under Section 10.3, below.

24 10.2 Enforcement Committee. Not less than one hundred twenty (120) days prior to  
25 each annual Northeast multispecies groundfish season opening date (the "Season Opening Date"), the  
26 Manager shall call a meeting of the Board to appoint the Enforcement Committee for the upcoming  
27 year, and to address any other matters of Sector business properly before the Board. The Board shall  
28 meet for those purposes not less than ninety (90) days prior to the Season Opening Date, and at such  
29 meeting shall appoint an Enforcement Committee composed of five (5) persons. If the Board fails to do  
30 so, the Manager shall appoint the Enforcement Committee. The Enforcement Committee shall assist  
31 the Manager in setting and updating the liquidated damages amounts for breaches of this Agreement

1 and shall hear and decide Members' appeals of the Manager's contract breach determinations and  
2 liquidated damages assessments.

3           10.3 Liquidated Damages Base Value and Multiplier Adoption. Not less than sixty (60)  
4 days prior to each annual Season Opening Date, the Manager shall establish the market value of an  
5 unprocessed pound of each Allocated Species (each such value being a "Base Value"), and transmit such  
6 Base Values to the Enforcement Committee. In establishing such Base Values, the Manager may take  
7 into account both the direct costs and the opportunity costs associated with an over-harvest of the  
8 relevant species. Not less than thirty (30) days prior to each annual Season Opening Date, the  
9 Enforcement Committee, in consultation with the Manager, shall adopt Base Values and Base Value  
10 multipliers, and the liquidated damages amounts for breaches of this Agreement other than over-  
11 harvest of a Member's Harvest Share, which shall be based on the Enforcement Committee's estimate  
12 of the losses that the Sector and its Members could be expected to suffer as a result of such breaches.  
13 Because the damages suffered by one or more other Sector Members as the result of a Member  
14 harvesting an amount of Sector ACE in excess of its Harvest Share are likely to substantially exceed the  
15 market value of the excess harvest, the Base Value multipliers shall not be less than three (3). Upon the  
16 Enforcement Committee's adoption of Base Values and Base Value multipliers, such Base Values and  
17 Base Value multipliers will be the basis for calculation of damages for unreconciled Harvest Share  
18 overages.

19           10.4 Liquidated Damages Calculation. The liquidated damages amount for each pound  
20 by which a Member's harvest of an Allocated Species exceeds such Member's Harvest Share for such  
21 species shall be the relevant Base Value, multiplied by the relevant liquidated damages multiplier. The  
22 liquidated damages amounts for breaches of this Agreement, other than over-harvest of a Member's  
23 Harvest Share shall be as provided on **Exhibit D.**

24           10.5 Notice to Vessel Masters; Assumption of Liability. Each vessel harvesting a  
25 Member's Harvest Share, or participating in a fishery that may require utilization of a Member's Harvest  
26 Share (i.e., non-exempt monkfish), will be under the day-to-day command of the vessel's master who  
27 will to a significant degree have control over whether the vessel is operated in compliance with this  
28 Agreement. Each Member shall ensure that the master(s) of the vessel(s) harvesting such Member's  
29 Harvest Share are aware of the terms and conditions of this Agreement governing the harvest of such  
30 Member's Harvest Share, including without limitation the Harvesting Rules, and shall have confirmed

1 their agreement to abide by such terms in writing. Each Member assumes all liability under this  
2 Agreement arising out of or related to the actions of the master(s) operating such Member's vessel(s).

3           10.6 Liquidated Damages Security. The Board may require that a Member that has two  
4 (2) or more NMFS fishing regulation violations, or which has breached this Agreement or another  
5 sector's operations plan on two (2) or more occasions, post a bond or obtain a letter of credit securing  
6 such Member's payment and performance obligations under this Agreement in such amounts as the  
7 Board deems appropriate, or may require such Member to personally guaranty, and/or have other  
8 Members or third parties personally guaranty, such Member's payment and performance obligations  
9 under this Agreement.

10           10.7 Manager Action in Response to Apparent Breach. The Manager shall monitor the  
11 Members' compliance with the terms and conditions of this Agreement. If the Manager becomes aware  
12 of an apparent breach of this Agreement by a Member, the Manager shall investigate the matter, and if  
13 the Manager concludes that a Member has breached this Agreement, the Manager shall notify such  
14 Member of the apparent breach and (if such breach is reasonably susceptible of cure) provide such  
15 Member with an opportunity to cure the breach. If such Member fails to demonstrate to the Manager,  
16 in the Manager's sole and absolute discretion, that no breach occurred, or to cure the breach within the  
17 time period directed by the Manager, taking into account the magnitude of the breach and the potential  
18 consequences of the breach for the Sector and the other Members, the Manager shall notify the  
19 Member in writing that the Manager is referring the alleged breach to the Enforcement Committee, and  
20 shall notify the Enforcement Committee in writing of the alleged breach and the proposed liquidated  
21 damages. Pursuant to Section 14, below, if during the investigation, notice and cure period described  
22 above, the Manager concludes it is necessary for the protection of the interests of the Sector and its  
23 Members, the Manager may issue a "Stop Fishing Order" to the Member in apparent breach, and if such  
24 Member fails to cause the vessels harvesting its Harvest Share to immediately stop fishing, the sector  
25 manager may take any action he/she deems necessary including without limitation, self-help or court  
26 action which may include the seeking of injunctive relief.

27           10.8 Member Appeals. A Member receiving notice of an alleged breach and proposed  
28 liquidated damages shall have five (5) days from the date that the Member receives the notice to  
29 request an appeal hearing before the Enforcement Committee. If a Member fails to request a hearing  
30 within such 5-day appeal period, the Member's right of appeal shall expire, the Member shall be  
31 deemed to have breached this Agreement in accordance with the Manager's determination, and the

1 Member shall be obligated to pay the related liquidated damages. If a Member timely requests an  
2 appeal hearing, the Manager shall consult with the Enforcement Committee and schedule an  
3 Enforcement Committee meeting for that purpose. The Enforcement Committee shall make reasonable  
4 efforts to schedule the meeting at a time and place such that the Member requesting the appeal is able  
5 to attend, and shall provide the Member with at least thirty (30) days advance written notice of the time  
6 and place of the meeting. At such meeting, the Enforcement Committee shall provide the Manager with  
7 an opportunity to present evidence of the apparent breach, and shall provide the Member in apparent  
8 breach with a reasonable opportunity to rebut such evidence. Per Section 9, above, the catch and  
9 delivery data produced by the Manager shall be presumed accurate, and, absent manifest error, each  
10 Member's obligations under this Agreement and all related documents may be enforced to their fullest  
11 extent on the basis of such data. If the Enforcement Committee determines that a Member breached  
12 this Agreement, the Sector shall have the right to collect from such Member the liquidated damages  
13 amount provided for such breach under this Agreement.

14           10.9 Voluntary Compliance. In connection with breaches of this Agreement for which a  
15 Member is liable to the Sector or other Sector Members for liquidated damages, the Sector shall provide  
16 the breaching Member fifteen (15) days prior notice of its intent to exercise its rights of collection,  
17 during which period the Member may propose an alternative method of compensating the Sector and  
18 other Sector Members for the damages suffered as the result of such Member's breach. The  
19 Enforcement Committee may approve or disapprove any alternative form of compensation in its sole  
20 discretion, provided that if the breach at issue is an overharvest of a Member's Harvest Share, there  
21 shall be no liquidated damages imposed if the Member in breach obtains sufficient Harvest Share from  
22 other Members to offset the overharvest, and tenders conclusive evidence to that effect to the  
23 Enforcement Committee. Such Member shall nevertheless remain liable for the costs and fees incurred  
24 by the Sector in connection with the alleged breach, and the Sector shall be entitled to collect such costs  
25 and fees if such Member fails to pay the same within ten (10) days of receiving the Sector's demand for  
26 payment.

27           10.10 Liquidated Damages Collection and Related Expenses. If a Member fails to  
28 resolve a breach of this Agreement through voluntary compliance measures approved by the  
29 Enforcement Committee and performed by such Member on a timely basis, the Member in breach shall  
30 pay the liquidated damages amount assessed by the Sector within ten (10) days of the end of the  
31 voluntary compliance period described in Section 10.9, above. Liquidated damages amounts not paid

1 when due shall accrue interest at a rate of interest equal to the prime rate of interest announced by  
2 Bank of America, or such other bank as the Board may select from time to time, as of the last day of the  
3 voluntary compliance period plus twelve percent (12%). If a Member fails to pay the liquidated  
4 damages amount assessed by the Enforcement Committee with interest within thirty (30) days of the  
5 end of the voluntary compliance period described in Section 10.9, above, the Sector may pursue legal  
6 action to collect the liquidated damages. In addition, in connection with Member breaches resulting  
7 from an over-harvest of a Member's Harvest Share, the Sector (acting through the Enforcement  
8 Committee) may take possession of an amount of the Member in breach's Harvest Share for the  
9 overharvested species for the year in which the contract breach occurred and, if necessary, in  
10 subsequent years, in a total amount equal to three (3) times the amount of such over-harvest, provided  
11 that the amount of a Member's liability to the Sector for over-harvest shall be reduced proportionately  
12 to the extent that the Sector does so. In addition to liquidated damages, the Sector shall be entitled to  
13 all fees, costs and expenses, including attorney's fees, actually incurred by the Sector in connection with  
14 any action to collect liquidated damages from a Member in breach of this Agreement, whether or not  
15 the Sector prevails in such action.

16           10.11 Consequential Damages for Gross Negligence or Willful Misconduct. In addition  
17 to the liquidated damages imposed under this Section 10, each Member shall be liable for consequential  
18 damages in connection with a breach of this Agreement resulting from the Member's gross negligence  
19 or willful misconduct. Each Active Member shall be liable for the consequential damages arising out of  
20 or related to the gross negligence or willful misconduct of the captain operating such Active Member's  
21 vessel(s).

22           10.12 Distribution of Damages. Where a Member's breach causes one or more other  
23 Members to harvest less than their Harvest Share, damages awarded to the Sector under this provision  
24 shall first be distributed *pro rata* among the Members whose harvest was reduced, with each Member  
25 receiving a fraction of such funds, the numerator of which is the amount by which such Member's catch  
26 was less than such Member's allocation or apportionment, and the denominator of which is the sum of  
27 the aggregate amount of by which all Members' allocations or apportionments were reduced as a result  
28 of the breach, up to the amount of loss suffered by each such Member as the result of the breach. Any  
29 damages awarded to the Sector in excess of those distributed to other Members under this Section, and  
30 any damages awarded in connection with a breach which does not cause any other Member's allocation

1 or apportionment to be reduced, shall be retained by the Sector and applied to the costs of Sector  
2 operations.

3           11. Joint Liability and Indemnification. Each Member acknowledges that the Sector’s Members  
4 may be held jointly liable for ACE overages, discarding of legal-sized fish and misreporting of catch  
5 landings or discards. Further, each Member acknowledges that should a hard total allowable catch  
6 (“TAC”) allocated to the Sector be exceeded in a given fishing year, the Sector’s allocation will be  
7 reduced by the overage in the following fishing year, and the Sector, each vessel participating in the  
8 Sector and each vessel operator and/or vessel owner participating in the Sector may be charged, as a  
9 result of said overages, jointly and severally for civil penalties and permit sanctions pursuant to 15 C.F.R.  
10 Part 904, and that if the Sector exceeds its TAC in more than one (1) fishing year, the Sector’s ACE may  
11 be permanently reduced or the Sector’s authorization to operate may be withdrawn.

12 In consideration of the foregoing, each Active Member agrees to indemnify, defend and hold the Sector  
13 and all other Members harmless from and against all liabilities, claims, fines, penalties and forfeitures of  
14 any nature whatsoever arising out of or related to any breach of this Agreement related to such Active  
15 Member’s harvest of Sector ACE, and each Member agrees to indemnify, defend and hold the Sector  
16 and the other Members harmless from and against all liabilities, claims, fines, penalties and forfeitures  
17 of any nature whatsoever arising out of or related to such Member’s breach of this Agreement. Each  
18 Member’s indemnification obligation under this Section 11 is separate from and in addition to each  
19 Member’s liquidated damages and consequential damages obligations under Section 10, above. Each  
20 Member authorizes the Board to require that a Member’s obligations under this Section 11 be secured  
21 by a surety.

22           12. Membership Termination. No Member may terminate its membership in the Sector other  
23 than in accordance with this Section 12. A Member that has agreed to join the Sector prior to the  
24 Effective Date may withdraw from Sector membership prior to the Effective Date without penalty or  
25 prejudice. Thereafter, only a Member that is not in breach of this Agreement and that has no  
26 outstanding Sector performance or payment obligations may terminate its membership in the Sector,  
27 and may do so only in compliance with the terms and conditions of this Section 12. Notwithstanding the  
28 foregoing, the Board may terminate the membership of a Member in breach of its payment or  
29 performance obligations under this Agreement, as the Board deems appropriate in its sole discretion.

1 Subject to the provisions of this Section 12 regarding withdrawal prior to the Effective Date, above, a  
2 Member that is eligible to terminate such Member's Sector membership may do so only by providing  
3 written notice to that effect to all other Members on or before March 6, 2014 or such date as the Board  
4 may from time to time establish for that purpose (the "Termination Date") each year. A Member that  
5 fails to provide such notice by the Termination Date shall be deemed to have automatically renewed its  
6 Sector membership for the following year, and all other Members shall be entitled to act in reliance on  
7 such renewal accordingly. If any Member provides a membership termination notice by the  
8 Termination Date, each of the other Members shall have ten (10) days from the date they receive such  
9 notice to terminate their membership as well, notwithstanding the Termination Date notice deadline.  
10 Termination of membership in the Sector shall be effective as of the final day of the current fishing year.

11 If a Member is in breach of this Agreement or has outstanding Sector payment or performance  
12 obligations as of the Termination Date, unless the Board takes action to terminate such Member's  
13 membership, such Member's membership shall be deemed renewed for the following year,  
14 notwithstanding any notice of withdrawal such Member may give, and the Sector shall have the  
15 authority to file an application for a Sector allocation including such Member as a Member of the Sector.  
16 Each Member hereby grants the Sector a power-of-attorney, coupled with an interest, for such  
17 purposes, and authorizes each of the Sector's officers to take any and all actions and execute any and all  
18 documents necessary or convenient to give effect to this provision.

19 Termination of membership shall not relieve a person or entity of any obligations under this Agreement  
20 related to the period during which such person or entity was a Member, including but not limited to  
21 liquidated damages obligations for breach of this Agreement, consequential damages obligations for  
22 breaches resulting from acts of gross negligence or willful misconduct, or indemnification obligations  
23 related to such person or entity's actions as a Member.

24 13. Expulsion. A Member may be expelled from the Sector at any time for: (i) a knowing, willful  
25 breach of this Agreement; (ii) any alleged breach of this Agreement that is either not appealed pursuant  
26 to Section 10.8, or is upheld by the Enforcement Committee after being appealed, and which such  
27 Member fails to cure through voluntary compliance approved by the Enforcement Committee pursuant  
28 to Section 10.9, or by paying liquidated damages in accordance with Section 10.10; (iii) perpetrating a  
29 fishery regulation violation that exposes Sector Members to joint liability for such violation. A Member  
30 shall be immediately and automatically expelled from the Sector if such Member ceases to be eligible to  
31 participate in the Sector or if such Member engages in conduct that exposes the Sector or other Sector

1 Members to antitrust or unfair trade practice liability. As of the date of expulsion, the expelled Member  
2 shall lose all rights to harvest any portion of the Sector's ACE unless the expelled Member is re-  
3 admitted. Expulsion shall not relieve a Member of the obligation to pay fees that were levied prior to  
4 the date of expulsion, or to pay liquidated damages and costs and fees related to an action or omission  
5 by the expelled Member that preceded the date of expulsion. The Sector shall notify NMFS  
6 immediately upon a Sector Member's expulsion; by electronic email, followed by posted mail.

7 14. Stop Fishing Order; Injunctive Relief. Sector members may be held jointly and severally  
8 liable if (a) a Sector exceeds its ACE, (b) a Sector member discards legal-sized fish, or (c) a Sector  
9 member misreports landings or discards. If a Sector exceeds its ACE in a given fishing year, the Sector's  
10 allocation may be reduced by the overage in the following fishing year, and the Sector, each vessel, and  
11 vessel operator and/or vessel owner participating in the Sector may be jointly and severally liable for  
12 civil penalties and permit sanctions pursuant to 15 C.F.R. Part 904 in connection with such overage. In  
13 addition, if a Sector exceeds its ACE in more than one (1) fishing year, NMFS may permanently reduce  
14 the Sector's ACE or withdraw the Sector's authorization to operate.

15 The Sector will exceed its ACE only if one or more members overharvest their Harvest Share, as (subject  
16 to the provisions of Section 7.1, above) the Sector's ACE, less the Reserve, is fully distributed to the  
17 Members as their Harvest Shares. A Member's overharvest of its Harvest Share would be a breach of  
18 this Agreement for which a Member would be liable for damages. Because each incident of ACE  
19 overharvest would constitute a separate violation of the Amendment 16 regulations, and because each  
20 such incident would be treated as a prior violation by NMFS for purposes of determining appropriate  
21 fines, penalties and forfeitures in connection with a subsequent violation, the damages suffered by the  
22 Sector as a result of an overharvest by one or more Members that resulted in the Sector overharvesting  
23 its ACE would be consequential and irreparable.

24 In consideration of these circumstances, and in consideration for the Sector waiving its right to require  
25 each Member to obtain a security bond or pledge collateral to secure its obligation to the Sector to limit  
26 its harvest of Sector ACE to such Member's Harvest Share, which consideration each Member agrees it  
27 has received and is sufficient, the Members hereby agree as follows.

28 14.1 The Sector, acting through the Manager, has the authority to issue to any Member  
29 that the Manager determines is in breach a Stop Fishing Order, and upon such issuance, such Member  
30 shall immediately cause all vessels harvesting its Harvest Share to cease doing so, and such Member

1 shall not permit the vessels harvesting its Harvest Share to resume doing so unless and until the  
2 Manager rescinds the Stop Fishing Order. Each Member hereby releases the Sector, all other Members  
3 and the Manager from any and all liability of any nature whatsoever, including but not limited to both  
4 contractual and tort liability, for any direct or indirect, incidental or consequential losses or damages  
5 that a Member may suffer as a result of complying with a Stop Fishing Order.

6           14.2 If any vessel(s) harvesting a Members' Harvest Share does not immediately comply  
7 with a Stop Fishing Order in accordance with its terms, the Sector may exercise remedies of self help  
8 and take any and all other action as the Sector determines necessary to enforce the Stop Fishing Order  
9 and this Agreement, including injunctive relief. In seeking injunctive relief, the Sector Manager's burden  
10 of proof (if any) shall be satisfied by A. (production of a copy of the Stop Fishing Order) and B.( evidence  
11 that the vessel continued to fish thereafter).

12 The Member shall be liable to the Sector for all losses, costs, damages, fees and expenses incurred by  
13 the Sector in connection with enforcement, including but not limited to, the costs of obtaining any bond  
14 the Sector may be required to post, whether or not the Sector prevails.

15           15. Permit Transfer/Sale. A Member may transfer a Permit to a party other than a Member,  
16 subject to a Right of First Refusal (the "ROFR"), which may be adopted or amended from time to time by  
17 the Board, in favor of **Active Members** of the Sector, **Active Members** of other Northeast Fishery  
18 Sectors, and certain other parties. No Member may transfer such Member's "LA MS" permit or "MRI"  
19 permit to a person who is not an **Active Member** unless such person assumes all of the transferring  
20 Member's obligations under this Agreement as of the effective date of such transfer. A person other  
21 than a Member who receives a Member's "LA MS" permit or "MRI" permit from a Member in  
22 accordance with this Section 15 (a "Transferee") shall only be eligible to participate in the Sector for the  
23 balance of the fishing year during which the transfer occurs, and thereafter may only remain a Sector  
24 Member if such Transferee applies for and is admitted to Sector membership in accordance with Section  
25 2, above.

26           15.1 The Transferee shall be deemed a **Non-Active Member** of the Sector, with no  
27 rights to harvest any Sector ACE, including but not limited to the ACE allocated to the Sector in  
28 connection with the assets acquired under the Permit Offer. A Transferee wishing to acquire **Active**  
29 **Member** status during the fishing year in which the permit transfer occurred must submit a written

1 request to the Board for consideration. The Board will have the authority to approve, conditionally  
2 approve or deny such request.

3 16. Release and Waiver of All Claims Against Sector Manager; Indemnification and Hold  
4 Harmless. Each Member acknowledges that the effectiveness of this Agreement depends on the  
5 Manager exercising reasonable independent business judgment in good faith in reviewing and approving  
6 or disapproving Members' fishing plans, monitoring harvest of the Sector's ACE, and enforcing the terms  
7 and conditions of this Agreement. Each Member hereby waives and releases any and all claims against  
8 the Manager arising out of or relating to Manager's performance under this Agreement, other than  
9 those arising solely from the gross negligence or willful misconduct by the Manager, as conclusively  
10 determined by a court of final and competent jurisdiction. The Sector and the Members agree to jointly  
11 and severally indemnify, defend and hold the Manager harmless from and against any third party claims,  
12 damages, fines, penalties and liabilities of any kind whatsoever asserted against the Manager in  
13 connection with the Manager's performance under this Agreement, other than those arising out of gross  
14 negligence or willful misconduct by the Manager.

15 17. Sector Membership Fees. At least thirty (30) days prior to the Effective Date, and at least  
16 thirty (30) days prior to each annual Termination Date thereafter, the Board shall notify the Members in  
17 writing of the amount of Sector membership fees that the Board has adopted for the upcoming year of  
18 Sector operations.

19 18. Binding Arbitration. Each Member and the Sector agree to exercise their best good faith  
20 commercially reasonable efforts to resolve any disputes arising under this Agreement through direct  
21 negotiations. Breaches of this Agreement which are not resolved through direct negotiation shall be  
22 submitted to binding arbitration upon the request of any party at interest. Any person nominated as an  
23 arbitrator hereunder by any person shall be a person of mature, sound and reasonable business  
24 judgment and experience and either have (a) held a federal fishing master license for at least ten (10)  
25 years, or (b) been an attorney at law practicing in the area of fisheries for at least ten (10) years.

26 The party's written request for arbitration shall include the name of the arbitrator selected by the party  
27 requesting arbitration. The respondent party shall have ten (10) days to provide written notice of the  
28 name of the arbitrator it has selected, if any. If the other party timely selects a second arbitrator, the  
29 two arbitrators will jointly select a third arbitrator within ten (10) days. If the other party does not  
30 timely select the second arbitrator, there shall be only the one arbitrator. The single arbitrator or the

1 three (3) arbitrators so selected will schedule the arbitration hearing as soon as possible thereafter. Any  
2 arbitrator must have no material ties to the Sector or any Member. The decision of the arbitrator (or in  
3 the case of a three (3) arbitrator panel, the decision of the majority) will be final and binding. The  
4 arbitration will be conducted under the rules of (but not by) the American Arbitration Association. The  
5 parties will be entitled to limited discovery as determined by the arbitrator(s) in his, her or their sole  
6 discretion. All costs of arbitration shall be borne by the party requesting the same. Each party shall bear  
7 its own costs of preparation and presentation, unless, in the case of the Sector, the Board determines to  
8 assess such costs to the applicable Member, which costs shall be immediately due and payable. In no  
9 event will arbitration be available pursuant to this paragraph after the date when commencement of  
10 such legal or equitable proceedings based on such claim, dispute, or other matter in question would be  
11 barred by an applicable statute of limitations.

12 The final decision of the Arbitrators shall not be subject to review or appeal by any other person,  
13 including any court, with the exception of NMFS in its oversight role for the purposes of statutory and  
14 regulatory compliance and consistency. Any right to any such appeal is hereby irrevocably waived and  
15 relinquished. Such final decision shall bind the parties and shall not require any further action of  
16 enforcement or collection once docketed with the records of the Sector. In breach by any Member of  
17 performance thereof, the Manager may *sua* sponte and without any notice or hearing issue a Stop  
18 Fishing Order or an Order of Expulsion respecting such Member in breach.

19 The Sector shall, without limiting the foregoing rights and procedure, also have the right to enforce  
20 any decision against any Member in breach by an action for specific performance, declaratory relief, *lis*  
21 *pendens* or any other action in a court of law having jurisdiction of the parties, it being understood and  
22 agreed that the Federal court for the District of Massachusetts and the Massachusetts Superior Court  
23 for the County where the registered office of the Sector is located shall be deemed to have such  
24 jurisdiction

25 19. No Collective Marketing. The Members acknowledge that the Sector has not been formed  
26 or qualified as a collective marketing association. The Members therefore agree that nothing in this  
27 Agreement shall be construed as permitting or obligating Members to collaborate regarding the  
28 processing, marketing or sales of the product produced from catch harvested under their Harvest  
29 Shares. Each Member shall conduct all sales of such catch in competition with the other Members, and  
30 shall hold ex-vessel price information as confidential from other Members until such information

1 becomes public or until such price information is six months old, unless and until the Sector is properly  
2 qualified under State and Federal law as a collective marketing association

3           20. Amendment and Incorporation by Reference. The Exhibits hereto and the collateral  
4 documents referred to herein are and shall all be as the same may be amended from time to time. Any  
5 amendments thereto or hereto which are approved by the Board shall, as a condition of further  
6 membership of any Member in the Sector be deemed without any requirement of acceptance, consent  
7 or execution by any such Member to have been adopted, ratified and confirmed by such Member.

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**EXHIBIT A**

**Sector Membership Fishing Year 2014 (May 1, 2014 to April 30, 2015)**

SECTOR MEMBERS: The following table identifies The NEFS I Members:

<b>NMFS Permit Number</b>	<b>Owner</b>
CPH	Gloucester Fishing Community Preservation Fund
150123	Richard Burgess
CPH	MICHAEL WALSH

ACTIVE MEMBERS: There will be no active members in NEFS I



**EXHIBIT B**

**Sector Member and Vessel Permits Amendment 16 Disclosure Requirements Fishing Year 2014 (May 1, 2014 to April 30, 2015)**

The following table identifies those eligible permits held by Sector Members enrolled in NEFS I that have been enrolled in another Sector for FY 2014.

<b>Owner/Entity</b>	<b>Permits Held by Members Enrolled in other Sectors</b>
Gloucester Fishing Community Preservation Fund	Enrolled in NEFS 4: 150590; 150513; 150479; 150621; 150582; 150550; 150781; 241218; 150914; 150762;150929; 150791; 150784; 150802; 150546; 150527; 150659; 150532; 150827; 150600; 150539; 150592; 150512; 150531; 150553; 150589; 150669; 150544; 150514; 150523; 150789; 150564; 150551; 151157; 151254; 150781. Enrolled in NEFS 3: CPH. Enrolled in NEFS 2: 151165
Richard Burgess	Enrolled in NEFS 3 150286; 150008; 150217; 149719; 150265.
Michael Walsh	Enrolled in NEFS 6: 310337; 147979; 149914

1

Additional Information on federal permits associated with Sector Vessels and Sector Members:

Owner/Entity	Gloucester Fishing Community Preservation Fund	Richard Burgess	Michael Walsh
BLUEFISH		1	
BLACK SEA BASS			
SPINY DOGFISH		1	
SUMMER FLOUNDER			
INCIDENTAL HMS SQUID TRAWL			
HERRING		D	
GENERAL CATEGORY SCALLOP			
AMERICAN LOBSTER		1	
MONKFISH		E	
NORTHEAST MULTI-SPECIES		A	
OCEAN QUAHOG			
ATLANTIC DEEP SEA RED CRAB			
SCALLOP - LIMITED ACCESS			
SCUP			
SURF CLAM			
SKATE			
SQUID/MACKEREL/BUTTERFISH		3	
TILEFISH			

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There are no state permits associated with the permits enrolled in NEFS I.

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1 **EXHIBIT C**

2 **HARVESTING RULES**

3 **Fishing Year 2014 (May 1, 2014 to April 30, 2015)**

4 *The Members and the Participating Vessels of **I Northeast Fishery Sector, Inc.** agree to be legally bound*  
5 *to follow the Harvesting Rules for the Fishing Year 2014 as described herein, in accordance with all*  
6 *provisions of the Sectors Operations Plans and Agreement (herein "Agreement"), notwithstanding those*  
7 *rules and regulations applicable to the common pool Multispecies vessels. As of March 6, 2014, no*  
8 *active vessels will be enrolled in NEFS I.*

9 **ANNUAL CATCH ENTITLEMENT:** (as determined by NMFS, in live pounds)

<b>Stock</b>	<b>Sector ACE:</b>
GB Cod	0
GB Cod East	0
GB Cod West	0
GOM Cod	560.0058
GB Haddock	0
GB Haddock East	0
GB Haddock West	0
GOM Haddock	12.0335
GB Yellowtail Flounder	0
SNE/MA Yellowtail Flounder	0
CC/GOM Yellowtail Flounder	396.9869
Plaice	260.9273
Witch Flounder	171.462
GB Winter Flounder	.071
GOM Winter Flounder	819.5288
SNE/MA Winter Flounder	.0871
Redfish	0
White Hake	0
Pollock	0

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11 **1. ANNUAL CATCH ENTITLEMENT:** The members agree that they will not collectively harvest more  
12 than the Sector ACE, as adjusted by transfers, for any allocated groundfish stocks. Furthermore, the  
13 members agree that once an annual ACE is reached no member will fish commercially with any  
14 fishing gear capable of catching any of the allocated groundfish stocks or other species managed  
15 under plan within the applicable area(s): except in those situations where a member is participating  
16 in an exempted fishery, or if a plan submitted by the Sector under §648.87(b)(2)(xiv) in this

- 1 document has been approved by NMFS. The Sector members may resume fishing activities if  
2 additional ACE is secured through inter-sector ACE transfer.
- 3 **2. QUOTA MANAGEMENT:** Sector vessels, the dealers to which they are delivering fish and monitors  
4 will use a PC based software for collecting data, reporting catch, landings and discards, and  
5 reporting catch area information for logbook and stock attribution purposes. The Sector will utilize a  
6 quota release program that sets forth overall sector quota (ACE) release targets by species and  
7 individual member Harvest Share targets as they relate to the Sector targets. Interim and annual  
8 targets will be considered in the development of the Sector’s Fishing Plan. The Sector Manager will  
9 monitor the trajectories to interim and annual targets for the Sectors ACE’s as well as for the  
10 individual members Harvest Shares. The Sector expects to utilize ACE Transfers to balance the  
11 Sector’s ACE during the fishing year to prevent exceeding Sector ACE and to assist Members Harvest  
12 Share management.
- 13 **3. RESERVE:** For each stock held by the Sector, the quota release program will utilize an initial target  
14 trajectory that is not to exceed 90% of the current quota held by the Sector as adjusted by ACE  
15 transfers. The remaining 10 % is the minimum aggregate total of the RESERVE buffer system. The  
16 Sector, through their Board, may modify the RESERVE holdback percentages for any or all stocks  
17 held by the Sector to prevent under or over harvest of the Sector’s ACE.
- 18 **4. SLOWING CATCH:** The quota release program will incorporate a list of thresholds for both Sector  
19 ACE and member Harvest Shares, for the purposes of alerting the Sector Manager and members.  
20 Thresholds to “Slow Catch”, “Initiate Trading” and “Cease Fishing” will be incorporated into the  
21 Sector quota monitoring system. Members Harvest Shares are net from the Reserve. Therefore,  
22 Harvest Shares trajectories will be set to the Harvest Share. Once 80 % of any Sector ACE is  
23 attained, slowing mechanisms such as tiered landing limits that apply differential counting of quota  
24 or service fees to each tier in excess of agreed landing limits may be utilized. When such slowing  
25 mechanisms are triggered or at any time during the fishing year, the Board may direct the Sector  
26 Manager to seek additional ACE through an ACE transfer with other sectors.
- 27 **5. FULL RETENTION OF LEGAL SIZED FISH:** All legal sized fish of allocated stocks harvested during the  
28 fishing operations must be retained and counted against the Sector’s ACE allocation, unless  
29 otherwise exempted.
- 30 **6. DAYS AT SEA:** Each participating permit and participating vessel will be allocated Days-At-Sea (DAS)  
31 by the Regional Administrator. Sector Member permits will not be subject to the DAS reduction in  
32 Amendment 16 for common pool vessels. Members will be required to use a DAS, as specified in  
33 controlling FMPs, when conducting fishing operations that are not exempted from DAS usage, for  
34 example, when fishing under a monkfish DAS.  
35
- 36 **7. STOCK AREA DECLARATION:** Prior to leaving port, sector vessels will declare one or more than one  
37 of the four Broad Stock Areas (BSA) as identified in Amendment 16 and relating implementing  
38 regulations.
- 39 **7.1 Inshore Gulf of Maine Declaration:** For the purpose of providing the Sector and its  
40 Manager with a greater understanding of the fishing patterns conducted by their  
41 members, the following reporting requirements have been crafted and adopted by the  
42 Sector in collaboration with all Northeast Groundfish Sectors in the region. These  
43 provisions afford Sectors an administrative tool to track fishing activity west of the 70:15.

1 The implementation of the following requirements is conditioned on the adoption by all  
2 Northeast Groundfish Sectors in their FY 2014 Operations Plans. In the event this provision  
3 is not adopted by all Northeast Groundfish Sectors the specifications below will not be  
4 implemented by this Sector.

5 **7.1.1** For the purpose of Section 7.1 of the Harvesting Rules, the portion of BSA 1  
6 West of 70:15 to the shoreline north to the Maine Coast and South to Cape  
7 Cod would be defined as **Inshore GOM**.

8 **7.1.2** When an Observer/Monitor is onboard. The Sector Vessel may declare and  
9 fish in all Broad Stock Areas, including the portion of BSA 1 defined as the  
10 Inshore GOM defined in this section.

11 **7.1.3** When an Observer/Monitor is NOT onboard.

12 a. If the Sector Vessel intends to fish West of the 70:15 in the area  
13 described in Section 7.1.1 of these Harvesting Rules as the Inshore  
14 GOM, at any time during a trip, the vessel must declare BSA 1 only and  
15 the Sector Vessel may not conduct any fishing activity outside of the  
16 area defined as BSA 1 for the entire trip.

17 b. If the vessel declares more than one Broad Stock Area on a trip, the  
18 vessel is prohibited from conducting fishing activity West of the 70:15 in  
19 the area described in Section 7.1.1 of these Harvesting Rules as the  
20 Inshore GOM.

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

28  
29 **7.1.4** I, Northeast Fishery Sector Board of Directors reserve the right to remove  
30 and/or modify this Inshore GOM Declaration provision at any time during the  
31 2014-2015 Fishing Year.

32  
33  
34 **8. TRIP HAIL**: Sector vessels will comply with any Hail requirements established by the Sector and/or  
35 Agency.

36 **8.1** **METHOD OF TRANSMISSION HAILS**: The sector vessels will be transmitting HAILS (Trip  
37 Start and Trip End) electronically via the email messaging component of their VMS units.  
38 All data necessary to the requirements will be sent in compressed formats to minimize  
39 characters and maximize message capacity directly to the Sector’s Server which will  
40 collect, store, convert and relay all data elements necessary to meet various requirements.  
41 The Sector will relay required HAILS (Trip State and Trip End) to NMFS, immediately upon  
42 receipt. In the event that the primary system is unavailable, Sector Vessels will utilize a  
43 backup system, including but not limited to, direct cell phone or radio transmission  
44 between the vessel and NMFS OR a relay through the Sector Manager.

45 **8.2** **TRIP START HAIL**: Prior to leaving port on a trip in which the catch of allocated stocks will  
46 count against the Sectors ACE i.e. a sector trip, each Active Vessel must notify their Sector

1 Manager that the vessel is departing on a sector trip by completing a Trip Start Hail. The  
2 Trip Start Hail (“TSH”) must include:

- 3 • Operator’s Permit Number
- 4 • Vessel Trip Report (VTR) serial number
- 5 • Whether an Observer (NEFOP) or At-Sea Monitor (ASM) is onboard
- 6 • Usage of specific sector exemptions
- 7 • Usage of specific operations plan provisions
- 8 • Landing Port City
- 9 • Landing State (abbreviation)
- 10 • Estimated time and Date of arrival in port
- 11 • Estimated time and date of offloading (required only for trips less than 6  
12 hours in duration or if fishing within 6 hours of the offload port)
- 13 • Comments (as directed by the Sector Manager or Regional Administrator)

14  
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16  
17 **8.3 TSH FOR TRIPS LESS THAN SIX HOURS OR OCCURRING WITHIN SIX HOURS OF PORT:** For  
18 trips less than six hours in length or occurring within six hours of port, the estimated time  
19 of arrival to port, offload location and estimated offload time will be provided in the Trip  
20 Start Hail (TSH). The Trip End Hail (TEH) will be sent upon completion of the last tow with  
21 required updated information. An alternative timing for the TEH may be implemented  
22 during FY 2014 if agreed upon by the Sector, and NMFS.

23 **8.4 TSH FOR TRIPS LESS THAN SIX HOURS OR OCCURRING WITHIN SIX HOURS OF PORT:** For  
24 trips less than six hours in length or occurring within six hours of port, the estimated time  
25 of arrival to port, offload location and estimated offload time will be provided in the Trip  
26 Start Hail (TSH). The Trip End Hail (TEH) will be sent upon completion of the last tow with  
27 required updated information. An alternative timing for the TEH may be implemented  
28 during FY 2014 if agreed upon by the Sector, and NMFS.

29 **8.5 TRIP END HAIL:** The trip-end hail report must be submitted at least 6 hours in advance of  
30 landing for all trips at least 6 hours in duration or occurring more than 6 hours from port.  
31 For shorter trips, the trip-end hail reports must be submitted within sufficient in  
32 consultation with NMFS Office of Law Enforcement. An alternative timing for the trip end  
33 hail may be implemented during FY 2014 if agreed upon by the sector, the monitoring  
34 provider, and NMFS. The trip end hail must include the following:

- 35 • Operator’s Permit Number
- 36 • Vessel Trip Report (VTR) serial number
- 37 • First landing port city
- 38 • First landing state (abbreviation)
- 39 • Dealer/Offload Location
- 40 • Estimated time and date of arrival
- 41 • Estimated time and date of offload
- 42 • Second offload port city
- 43 • Second offload state (abbreviation)

- Total groundfish kept in pounds
- Total non-groundfish kept in pounds
- Comments (as directed by the Sector Manager or Regional Administrator)

9. **VESSELS FISHING MULTIPLE STOCK AREAS:** If a vessel declares into multiple stock areas the vessel will complete a catch report each time the vessel changes areas.

10. **FISHING IN US/CA AREAS:** When fishing in the US/CA area, a sector vessel that fishes in more than one US/CA area or more than one of the four stock areas will complete a catch report each time the vessel changes areas. Sector vessels will track their Eastern US/CA sub-ACE for Cod and Haddock separately while fishing in the Eastern Area. Sector vessels may fish in all US/CA areas as well as Open areas in the same trip. In addition to VMS declaration requirements, the vessel will declare the stock areas (of the Four A16 reporting areas) intended to be fished prior to starting a trip.

11. **CLOSED AREAS:** Participating vessels may fish in closed areas to the extent authorized by NMFS.

12. **CATCH REPORTS:** All Active Member vessels fishing groundfish will be required to submit complete catch records to the Sector Manager electronically via VMS email or other electronic means prior to entering port to end a trip. Catch reports will include, at a minimum, all data elements of a fully compliant VTR logbook record/s. The Sector Manager may modify, at his/her discretion, the frequency of reporting transmissions to meet programmatic needs, such as, but not limited to, participation in a SAP, or internal quota management requirements. In the event a Member vessel is unable to submit his catch records electronically, the Member, will have no more than twenty-four (24) hours to provide such reports to the Sector Manager, upon completion of vessel offload.

13. **VESSEL LOGBOOKS (VTRs/e-VTR):** All sector members will comply with applicable reporting requirements including submission of Vessel Trip Reports (VTRs). If Electronic Vessel Trip Reports (e-VTRs) are approved by the Regional Administrator, Sector Members will submit e-VTRs in the format required by NERO. Sector Members will execute all documents necessary to meet legal requirements for the purpose of facilitating e-VTR service.

14. **WEEKLY/DAILY REPORTS:** The Sector Manager, or his/her designated representative, will submit weekly or daily Sector Reports of all landings and discards by sector vessels, to NMFS. The Sector will submit required reports, using the format and procedures prescribed by NMFS. The reports required by NMFS are the *Sector Manager ACE Status Report, Sector Manager Detailed Report, and Sector Manager Trip Issue Report* as codified in §648.87(b)(1)(vi)(B). Specifically, the *Sector Manager Detailed Report* provides information down to the sub-trip level about each sector trip for a given week, regardless of completeness of the data. The information includes stock, gear, mesh categories, landing amounts, discards and total catch. The *Sector Manager Trip Issue Report* provides information about the sector trips for a given week that have enforcement or other issues. The *Trip Issue Report* allows the sector to briefly describe to NMFS any enforcement or reporting compliance issues, violations of the Sectors operations plan and regulation, and general problems with monitoring or sector operations during the reporting period. One *Trip Issue Report* is

1 submitted per reporting period. The *Sector Manager ACE Status Report* documents the ACE status  
2 calculations, which allows NMFS to cross check totals as stipulated in Amendment 16. In the event  
3 that the Sector triggers daily reporting for a specific allocated stock, the *Sector Manager Daily ACE*  
4 *Status Report* provides the mean for a sector manager to report their Sectors ACE status calculations  
5 on a daily basis if the “trigger point” i.e. thresholds specified in 14.1 have been reached during the  
6 current Fishing Year. These reports are cumulative in nature from the start of the fishing year until  
7 the current reporting week and are adjusted retroactively as data becomes available or issues  
8 documented in JIRA are resolved. JIRA is an issue tracking application implemented by NMFS, which  
9 should be used to report all data quality issues to the appropriate people for research and  
10 correction process.

11  
12 **14.1 REPORTING THRESHOLDS THAT TRIGGER DAILY REPORTING:** The reporting frequency for  
13 the sector manager’s ACE Status Report will be increased to daily when 90% of any of the  
14 sector’s ACEs is reached. The Sector Manager, or a designated representative, must notify  
15 NMFS immediately by email if the threshold that triggers daily reporting has been  
16 reached. During the period when a sector has reached or exceeded 90% of any of its ACEs,  
17 a daily ACE Status Report must be submitted only on a day when a member vessel lands,  
18 or when the sector engages in an ACE transfer of a stock that is exceeding the 90%  
19 threshold.

20  
21 An alternative threshold for triggering daily reporting may be implemented during FY 2014  
22 if agreed upon by the sector and NMFS.

23  
24 **14.2 ENFORCEMENT ISSUES:** The Members acknowledge that the Sector Manager ***must*** include  
25 any enforcement or reporting compliance issues, including violations of Operations Plan  
26 (excluding those sections identified as administrative provisions in this document);  
27 violations of regulations, or general problems with monitoring or sectors operations in  
28 their *Trip Issue Report* which is submitted to NMFS weekly.

29  
30 **15. ANNUAL REPORT:** Within sixty (60) days of the end of the fishing year the Sector Manager will  
31 submit an annual report to NMFS and the Council that summarizes: fishing activities of Members,  
32 including harvest levels of all species by sector vessels (landings and discards by gear types);  
33 enforcement actions; and any other relevant information required to evaluate the performance of  
34 the Sector. In addition, the Annual Report will report the number of sector vessels that fished for  
35 regulated groundfish and their permit numbers (when such disclosure does not violate protection of  
36 confidentiality); number of vessels that fished for other species; method used to estimate discards;  
37 landing port used by sector vessels while landing groundfish; and any other additional information  
38 requested by the Regional Administrator for inclusion in the Annual Report. The Sector will submit  
39 required reports using the format and procedures prescribed by NMFS.

40  
41 **16. STOCK ATTRIBUTION:** The Sector Manager will utilize landings information from each trip and apply  
42 logbook area information to calculate stock attribution ratios for all applicable species.

43  
44 **17. DISCARD RATES AND IN-SEASON DISCARD ESTIMATES:** The Sector manager (or his/her designated  
45 representative) will derive stock specific discards for each trip. If the trip is observed by either an at-  
46 sea monitor or a Northeast Fisheries Observer Program (NEFOP) observer, discards will be derived

1 based on data collected during that trip and will account for all hauls (observed and unobserved) on  
2 that trip. If the trip is not observed, discards will be derived using the NMFS-provided discard rate  
3 resulting from the NMFS method to estimate 'in-season' discard rates, which may not include data  
4 from research trips or sector trips using certain exemptions.  
5

6 **18. RESERVED FOR FUTURE USE:**  
7

8 **19. DATA MANAGEMENT:** The sector vessels will be transmitting catch data electronically via the email  
9 messaging component of their VMS units. All data necessary for sector ACE management, including  
10 all elements of VTR logbook and daily / weekly reporting requirements will be sent in compressed  
11 formats to minimize characters and maximize message capacity. Notwithstanding reporting  
12 requirements that cannot be altered by a sectors operations plan, the **Sector's server** will be  
13 capable of collecting, storing, converting and relay all data elements necessary to meet all reporting  
14 requirements in the formats required by the recipients  
15

16 The Sector, acting through its Manager, will maintain database(s) of vessel trip reports (VTR), dealer,  
17 At Sea (ASM), and NEFOP Observer reports. In addition, the Sector will maintain any other database  
18 it determines necessary for its operations. NMFS will maintain a NEFOP/ASM database and will  
19 provide the Sector with data from NEFOP and the ASM program.  
20

21 **20. PROOF OF SECTOR MEMBERSHIP:** Upon approval of the Sector, each sector vessel will be issued a  
22 Letter of Authorization ("LOA"), which will specify the exemptions that have been approved for the  
23 Sector. Each Member agrees that its sector vessels ***must*** comply with all requirements stipulated in  
24 the LOA and all applicable federal regulations and laws not specifically exempted in the LOA.  
25

26 Furthermore, Member agrees that its sector vessels shall maintain the LOA, and a copy of the  
27 Sector Agreement and Harvesting Rules on-board at all times while fishing on a 'sector-trip'.  
28

29 **21. SECTOR SPECIFIC EXEMPTIONS:** As referenced in §4.0 of this Agreement all Sectors are granted the  
30 following **Universal Exemptions.**

31 **21.1** Trip limits on NE multispecies stocks, except Atlantic Halibut, windowpane flounder,  
32 ocean pout and Atlantic wolffish.

33 **21.2** All Groundfish DAS restrictions NE multispecies days-at-sea (DAS) restrictions other than  
34 those required to comply with the monkfish and skate fisheries, as specified in §§  
35 648.92 and 648.322;

36 **21.3** Seasonal Closed Areas (currently Georges Bank seasonal closure in May)

37 **21.4** Gulf of Maine Rolling Closures, except for:

38 April – Blocks 124, 125, 132, 133

39 May – Blocks 132, 133, 138, 138,139,140

40 June – Blocks 139, 140, 145, 146, 147, 152

41 Unless authorized as a sector specific exemption.

42 **21.5** The 6.5" minimum mesh size restriction for trawl gear specified at § 648.80(a)(4)(i)  
43 when using a haddock separator or Ruhle trawl within the GB Regulated Mesh Area  
44 (RMA), provided the vessel uses a codend with at least 6" minimum mesh size.



1 Sector will negotiate a new contractual arrangement with another certified vendor(s) and  
2 notify NMFS of these new agreements.

3 **23. PREFERRED AT SEA MONITORING PROGRAM:** At the time of this submission, NEFS I will be a lease  
4 only sector. However, in the event that NEFS I authorizes fishing activity at a later date vessels  
5 authorized to fish in NEFS I will participate in the Northeast Fisheries Observer Program (NEFOP)  
6 and the NMFS-funded at-sea monitoring (ASM) program. Any additional ASM coverage beyond the  
7 NMFS-funded level will be provided pursuant to an independent contract between the Sector and a  
8 NMFS approved provider. This additional ASM coverage will have vessel and trip selection  
9 coordinated through NMFS, will be conducted in the same manner with the same protocols as the  
10 NMFS-funded ASM program, and will use approved at-sea monitors, unless otherwise instructed.  
11 Also, this additional coverage will not be allowed to replace or interfere with either the coverage of  
12 NEFOP or the NMFS-funded ASM program. The Sector manager will maintain a database of all catch  
13 data, including but not limited to VTR, dealer, monitor, and observer data. NMFS will provide the  
14 Sector with data from NEFOP and ASM program.

15  
16 **24. RESERVED FOR FUTURE USE:**

17 **25. RESERVED FOR FUTURE USE:**

18  
19 **26. OFFLOADING PORTS:** As of March 6, 2014 NEFS I will be a leased only Sector, therefore it is not  
20 anticipated that there will be any authorized offloading ports identified in the operations plan.

21  
22 **27. SAFE HARBOR PROTOCOL:** To promote safety at sea, the Sector sets forth the following protocol for  
23 variance from the landing ports listed. If for reasons beyond a vessel operators control such as  
24 severe weather, mechanical failures, compromised hull integrity, instances of pump failures and  
25 danger of sinking, crew injury or life threatening illness and any other emergency situations that  
26 may arise, a sector vessel may enter a port other than those listed as "Landing Ports" to ensure the  
27 safety of the vessel and its crew. In the event that a Sector Vessel must utilize this safe harbor  
28 protocol, they must notify their Manager and NMFS OLE of when and where they had to seek safe  
29 harbor within 6 hours of this entering the port.

30 **28. SECTOR UNDERSTANDING AND ACKNOWLEDGMENTS:** Sector Members understand and  
31 acknowledge that the following provisions have been interpreted by NMFS as applicable to all  
32 operating sectors. Sector Members acknowledge this applicability and where appropriate utilize  
33 these universal interpretations within their sector management and operations:

34 **28.1 INTRA-SECTOR DAYS AT SEA (DAS) LEASING:** Days at Sea may be leased intra-sector  
35 (between members) within the guidelines and procedures contained in the FMP and as  
36 amended by Amendment 16. The Sector would accept any future relief in the length and  
37 horsepower constraints of the program that may be authorized by the RA in the future.

38 **28.2 INTER-SECTOR DAYS AT SEA (DAS) LEASING:** Members who wish to lease Days-at-Sea  
39 (DAS) outside of the Sector are authorized under this provision to do so, only with  
40 Members of other Sectors whom are similarly exempt. Members acknowledge that such  
41 DAS leasing would not be exempted from existing length and horsepower constraints as  
42 currently contained in applicable regulations.

1       **28.3**    PAPER VTR: Members acknowledge that they are bound to all applicable reporting  
2                   requirements. Sector vessels shall continue using paper VTRs for FY 2014, as required by  
3                   regulations. However, electronic vessel trip reporting (e-VTR) systems for transmission  
4                   and submission of required VTR reports have been authorized by the Regional  
5                   Administrator using a phased implementation process. The Sector and its Members may  
6                   utilize e-VTR in accordance with the phased implementation process.

7       **28.4**    ADDITIONAL EXEMPTIONS: Members note that NMFS is generating one Environmental  
8                   Assessment for all sectors seeking authorization for Fishing Year 2014, and that NMFS  
9                   communication has stated that if an exemption is approved for one Sector, all other  
10                  authorized Sectors can be similarly approved for that specific exemption based on the  
11                  terms and conditions of the originally requesting sector. In light of this understanding,  
12                  NEFS I will request authorization for such exemptions it deems beneficial for its  
13                  operations, prior to the publication of the final authorizing rule.

14    **29. MODIFICATION OF HARVESTING RULES**: Members acknowledge that from time to time, the Sector  
15                  Manager in collaboration with Board of Directors, and at times Membership, may adopt additional  
16                  requirements or restrictions on the internal reporting requirements or fishing activities of all  
17                  members in order to ensure effective utilization and management of the Sector’s ACE. These  
18                  modifications may include, but are not limited to, additional notification of planned fishing activity  
19                  to the Manager, additional internal reporting requirements, gear requirements, and restrictions on  
20                  locations where fishing may occur during specific times of the year or with specific gear. When such  
21                  modifications are implemented, all Members will be notified in writing.  
22

1

**EXHIBIT D**

<b>NEFS I Penalty Schedule</b>			
<b>VIOLATION REGARDING REPORTING, DOCUMENTATION REQUIREMENTS:</b>			
<b>VIOLATION</b>	<b>FIRST OFFENSE</b>	<b>SECOND OFFENSE</b>	<b>THIRD OFFENSE</b>
All violations including but not limited to: providing false statements or supporting documentation on applications or reports to the Sector; late reporting or non-reporting; unreasonable interference with onboard data collectors; failing to participate in Sector Catch Monitoring Programs; (technical and minor violations may result in a letter of warning).	Written Warning <b>or</b> up to \$5000.00	Written Warning <b>and</b> up to \$7,500.00.	Written Warning <b>and</b> up to \$10,000.00 <b>and/or</b> stop fishing order.
<b>VIOLATION REGARDING EXEMPTION PERMIT REQUIREMENTS</b>			
All violations including but not limited to: failure to comply with a permit condition/restriction/letter of authorization issued to Sector Vessels by the Regional Administrator; or failure to comply with VMS/DAS requirements. (Technical and minor violations may result in a letter of warning).	Written Warning <b>or</b> up to \$10,000.00	Written Warning <b>and</b> \$10,000.00-\$50,000.00.	Written Warning <b>and</b> up to \$100,000.00 <b>and/or</b> stop fishing order.
<b>VIOLATION REGARDING TIME/AREA/GEAR RESTRICTIONS</b>			
All violations including but not limited to: exemption areas, closed fisheries, closed season, restricted gear/management areas. (Technical and minor violations may result in a letter of warning).	Written Warning <b>or</b> up to \$20,000.00	Written Warning <b>and</b> \$20,000.00-\$50,000.00.	Written Warning <b>and</b> up to \$100,000.00 <b>and/or</b> expulsion.
<b>VIOLATIONS THAT PLACE THE SECTOR AGREEMENT AT RISK</b>			
All violations including but not limited to a violation of a stop fishing order, fishing in a closed area, transfer of fish from non-sector vessel to a sector vessel, transfer of fish from sector vessel to a non-sector vessel; subverting the reporting requirements or any other action so egregious that it would severely jeopardize the Sectors existing and future authorization(s).	Written Warning <b>and</b> up to \$50,000.00 <b>or</b> stop fishing order.	Stop fishing order <b>or</b> Expulsion.	Expulsion.

2

3

4

1 **Administrative Provisions Addendum:**

2 Notwithstanding regulatory authority granted in other regulations the following provisions represent  
3 those sections of **NEFS I** Agreement and related Exhibits & Addendums that are Administrative in nature  
4 and therefore not subject to enforcement by the National Marine Fisheries Service, as required to be  
5 specified by sector regulations 50 CFR 648.87(b)(2)(x).

6 **SECTOR OPERATIONS PLAN AND AGREEMENT**

7 1. Sector Name.

8 2. Sector Eligibility and Membership.

9 4. Sector Allocation and Exemptions.

10 5. Distribution of Sector ACE.

11 6. Sector Manager and Registered Agent.

12 6.1 Communication with Sector.

13 7. Consolidation Plan.

14 7.1 Harvest Share Reserve.

15 7.2 Harvest Share Use. Section 7.2 is administrative except to the extent that it applies to the  
16 Sector managers ability to impose and utilize legal means to recover Liquated damages as  
17 authorized in section §10.10 of this agreement, in which case NMFS enforcement procedures  
18 may apply.

19 7.2.1 Non-Active Members. Section 7.2.1 is administrative except to the extent that it  
20 applies to the Sector managers' ability to impose and utilize legal means to recover damages as  
21 authorized in section §10.10 of this agreement, in which case NMFS enforcement procedures  
22 may apply.

23 7.3 Harvest Share Transfer.

24 7.4 Harvesting Rules and Fishing Plan. Section 7.4 is administrative except to the extent that it  
25 applies to Harvesting Rules Sections 1, 5, 6, 7, 8, 11, 16, and 17, which are enforceable and  
26 therefore not considered administrative under this section.

- 1           7.5 Re-direction Of Effort.
- 2           7.6 Sector Vessel Interactions with Allocated Species in Non-Amendment 16 Fisheries.
- 3           7.7 Consolidation and Redistribution of ACE:
- 4   8. Release of Catch Data.
- 5   9. Catch Monitoring and Reporting. Section 9 is administrative except to the extent that it applies to
- 6   Harvesting Rules Sections 13, 14, and 15, which are enforceable and therefore not considered
- 7   administrative under this section.
- 8   10. Breach and Remedies for Breach.
- 9           10.1 Liquidated Damages Schedule and Schedule Amendments.
- 10           10.2 Enforcement Committee.
- 11           10.3 Liquidated Damages Base Value and Multiplier Adoption.
- 12           10.4 Liquidated Damages Calculation.
- 13           10.5 Notice to Vessel Masters; Assumption of Liability.
- 14           10.6 Liquidated Damages Security.
- 15           10.7 Manager Action in Response to Apparent Breach.
- 16           10.8 Member Appeals.
- 17           10.9 Voluntary Compliance.
- 18           10.11 Consequential Damages for Gross Negligence or Willful Misconduct.
- 19           10.12 Distribution of Damages.
- 20   11. Joint Liability and Indemnification.
- 21   12. Membership Termination
- 22   15. Permit Transfer/Sale.

- 1 16. Release and Waiver of All Claims Against Sector Manager; Indemnification and Hold Harmless.
- 2 17. Sector Membership Fees.
- 3 18. Binding Arbitration.
- 4 19. No Collective Marketing.
- 5 20. Amendment and Incorporation by Reference.

6 EXHIBIT C

7 HARVESTING RULES

- 8 2. QUOTA MANAGEMENT:
- 9 3. RESERVE:
- 10 4. SLOWING CATCH:
- 11 7.1 INSHORE GULF OF MAINE DECLARATION
- 12 12. CATCH REPORTS:
- 13 18. RESERVED FOR FUTURE USE:
- 14 19. DATA MANAGEMENT:
- 15 22. MONITORING: In the event that ASM is funded by NMFS, any additional coverage, above that which
- 16 is funded and managed by NMFS, the additional sector funded monitoring will be administrative, except
- 17 in those specific situations where NMFS enforcement would apply.
- 18 25. RESERVED FOR FUTURE USE
- 19 27: SAFE HARBOR PROTOCOL:
- 20 28. SECTOR UNDERSTANDING AND ACKNOWLEDGEMENTS
- 21 29. MODIFICATION OF HARVESTING RULES
- 22 Exhibit D is administrative.
- 23 Explanatory Addendum is administrative
- 24 Informational Addendum is administrative

EXPLANATORY ADDENDUM

1

2 Per request by NMFS this **explanatory text** is being provided to identify in one location Right of  
3 First Offer (“ROFO”) and Right of First Refusal (“ROFR”). ROFO and ROFR are two separate and  
4 distinct provisions that deal with harvest share transfers and permit sales, respectively; it is  
5 inaccurate to construe them as meaning the same thing. Nothing within this explanatory  
6 addendum should be considered as part of the Sector governing documents which the Members  
7 have agreed to follow, all questions regarding these provisions should be directed to their  
8 respective sections in the governing documents:

9 § 7.3 Harvest Share Transfers: Right of First Offer i.e. ROFO will be used for intra and  
10 inter sector harvest share transfers.

11 § 15 Permit Transfer/Sale: Right of First Refusal i.e. ROFR will be used for permit sales or  
12 transfers.

1

### INFORMATIONAL ADDENDUM

2 Per request by NMFS the table below identifies specific points of contacts and their responsibilities, which the Agency may utilize to determine  
3 appropriate communication stream for inquiries.

4

Sector Communications Contacts					Mailing Address			
Name	Title	Responsibility	Email	Phone	Street 1	City	State	Zip
Elizabeth Etrie	Program Director, Northeast Sector Service Network	Day to Day Sector Management including Reporting, Compliance, ACE usage reconciliation	Libby.Etrie@gmail.com	(978) 491-1848	85 Eastern Ave. Suite 104	Gloucester	MA	01930
Jackie Odell	Executive Director, Northeast Seafood Coalition	Policy Initiatives						

5

## HARVESTING RULES

### 1.0 QUOTA MANAGEMENT

**ANNUAL CATCH ENTITLEMENT:** The members agree that they will not collectively harvest more than the Sector ACE, as adjusted by transfers, for any allocated groundfish stocks. Furthermore, the members agree that once an annual ACE is reached no member will fish commercially with any fishing gear capable of catching any of the allocated groundfish stocks or other species managed under plan within the applicable area(s): except in those situations where a member is participating in an exempted fishery, or if a plan submitted by the Sector under §648.87(b)(2)(xiv) in this document has been approved by NMFS. The Sector members may resume fishing activities if additional ACE is secured through inter-sector ACE transfer.

**QUOTA MANAGEMENT:** Sector vessels, the dealers to which they are delivering fish and monitors will use a PC based software for collecting data, reporting catch, landings and discards, and reporting catch area information for logbook and stock attribution purposes. The Sector will utilize a quota release program that sets forth overall sector quota (ACE) release targets by species and individual member Harvest Share targets as they relate to the Sector targets. Interim and annual targets will be considered in the development of the Sector's Fishing Plan. The Sector Manager will monitor the trajectories to interim and annual targets for the Sectors ACE's as well as for the individual members Harvest Shares. The Sector expects to utilize ACE Transfers to balance the Sector's ACE during the fishing year to prevent exceeding Sector ACE and to assist Members Harvest Share management.

**RESERVE:** For each stock held by the Sector, the quota release program will utilize an initial target trajectory that is not to exceed 90% of the current quota held by the Sector as adjusted by ACE transfers. The remaining 10 % is the minimum aggregate total of the RESERVE buffer system. The Sector, through their Board, may modify the RESERVE holdback percentages for any or all stocks held by the Sector to prevent under or over harvest of the Sector's ACE.

**SLOWING CATCH:** The quota release program will incorporate a list of thresholds for both Sector ACE and member Harvest Shares, for the purposes of alerting the Sector Manager and members. Thresholds to "Slow Catch", "Initiate Trading" and "Cease Fishing" will be incorporated into the Sector quota monitoring system. Members Harvest Shares are net from the Reserve. Therefore, Harvest Shares trajectories will be set to the Harvest Share. Once 80 % of any Sector ACE is attained, slowing mechanisms such as tiered landing limits that apply differential counting of quota or service fees to each tier in excess of agreed landing limits may be utilized. When such slowing mechanisms are triggered or at any time during the fishing year, the Board may direct the Sector Manager to seek additional ACE through an ACE transfer with other sectors.

**FULL RETENTION OF LEGAL SIZED FISH:** All legal sized fish of allocated stocks harvested during the fishing operations must be retained and counted against the Sector's ACE allocation, unless otherwise exempted.

**DISCARD RATES AND IN-SEASON DISCARD ESTIMATES:** The Sector manager (or his/her designated representative) will derive stock specific discards for each trip. If the trip is observed by either an at-sea monitor or a Northeast Fisheries Observer Program

(NEFOP) observer, discards will be derived based on data collected during that trip and will account for all hauls (observed and unobserved) on that trip. If the trip is not observed, discards will be derived using the NMFS-provided discard rate resulting from the NMFS method to estimate 'in-season' discard rates, which may not include data from research trips or sector trips using certain exemptions. At the time of this submission, a Strawman proposing a different way to derive assumed discards for a sector that takes into account a more accurate representation of the diverse fishing practices of the Sectors has been submitted to the Agency for consideration. If after consultation and collaboration this idea is deemed feasible for the Sector and the Agency, for Fishing Year 2013-2014 this section will be updated accordingly for utilization in FY 2014-2015.

**STOCK AREA DECLARATION:** Prior to leaving port, sector vessels will declare one or more than one of the four Broad Stock Areas (BSA) as identified in Amendment 16 and relating implementing regulations.

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

For the purpose of Section 7.1 of the Harvesting Rules, the portion of BSA 1 West of 70:15 to the shoreline north to the Maine Coast and South to Cape Cod would be defined as **Inshore GOM**.

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

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

If the Sector Vessel intends to fish West of the 70:15 in the area described in Section 7.1.1 of these Harvesting Rules as the Inshore GOM, at any time during a trip, the vessel must declare BSA 1 only and the Sector Vessel may not conduct any fishing activity outside of the area defined as BSA 1 for the entire trip.

If the vessel declares more than one Broad Stock Area on a trip, the vessel is prohibited from conducting fishing activity West of the 70:15 in the area described in Section 7.1.1 of these Harvesting Rules as the Inshore GOM.

**I,** Northeast Fishery Sector Board of Directors reserves the right to remove and/or modify this Inshore GOM Declaration provision at any time during the 2013-2014 Fishing Year.

**CLOSED AREAS:** Participating vessels may fish in closed areas to the extent authorized by NMFS.

**CATCH REPORTS:** All Active Member vessels fishing groundfish will be required to submit complete catch records to the Sector Manager electronically via VMS email or other electronic means prior to entering port to end a trip. Catch reports will include, at a minimum, all data elements of a fully compliant VTR logbook record/s. The Sector Manager may modify, at his/her discretion, the frequency of reporting transmissions to meet programmatic needs, such as, but not limited to, participation in a SAP, or internal quota management requirements. In the event a Member vessel is unable to submit his catch records electronically, the Member, will have no more than twenty-four (24) hours to provide such reports to the Sector Manager, upon completion of vessel offload.

**VESSELS FISHING MULTIPLE STOCK AREAS:** If a vessel declares into multiple stock areas the vessel will complete a catch report each time the vessel changes areas.

**FISHING IN US/CA AREAS:** When fishing in the US/CA area, a sector vessel that fishes in more than one US/CA area or more than one of the four stock areas will complete a catch report each time the vessel changes areas. Sector vessels will track their Eastern US/CA sub-ACE for Cod and Haddock separately while fishing in the Eastern Area. Sector vessels may fish in all US/CA areas as well as Open areas in the same trip. In addition to VMS declaration requirements, the vessel will declare the stock areas (of the Four A16 reporting areas) intended to be fished prior to starting a trip.

**VESSEL LOGBOOKS (VTRs/e-VTR):** All sector members will comply with applicable reporting requirements including submission of Vessel Trip Reports (VTRs). If Electronic Vessel Trip Reports (e-VTRs) are approved by the Regional Administrator, Sector Members will submit e-VTRs in the format required by NERO. Sector Members will execute all documents necessary to meet legal requirements for the purpose of facilitating e-VTR service.

**WEEKLY/DAILY REPORTS:** The Sector Manager, or his/her designated representative, will submit weekly or daily Sector Reports of all landings and discards by sector vessels, to NMFS. The Sector will submit required reports, using the format and procedures prescribed by NMFS. The reports required by NMFS are the *Sector Manager ACE Status Report*, *Sector Manager Detailed Report*, and *Sector Manager Trip Issue Report* as codified in §648.87(b)(1)(vi)(B). Specifically, the *Sector Manager Detailed Report* provides information down to the sub-trip level about each sector trip for a given week, regardless of completeness of the data. The information includes stock, gear, mesh categories, landing amounts, discards and total catch. The *Sector Manager Trip Issue Report* provides information about the sector trips for a given week that have enforcement or other issues. The *Trip Issue Report* allows the sector to briefly describe to NMFS any enforcement or reporting compliance issues, violations of the Sectors operations plan and regulation, and general problems with monitoring or sector operations during the reporting period. One *Trip Issue Report* is submitted per reporting period. The *Sector Manager ACE Status Report* documents the ACE status calculations, which allows NMFS to cross check totals as stipulated in Amendment 16. In the event that the Sector triggers daily reporting

for a specific allocated stock, the *Sector Manager Daily ACE Status Report* provides the mean for a sector manager to report their Sectors ACE status calculations on a daily basis if the “trigger point” i.e. thresholds specified in 14.1 have been reached during the current Fishing Year. These reports are cumulative in nature from the start of the fishing year until the current reporting week and are adjusted retroactively as data becomes available or issues documented in JIRA are resolved. JIRA is an issue tracking application implemented by NMFS, which should be used to report all data quality issues to the appropriate people for research and correction process.

**REPORTING THRESHOLDS THAT TRIGGER DAILY REPORTING:** The reporting frequency for the sector manager’s ACE Status Report will be increased to daily when 90% of any of the sector’s ACEs is reached. The Sector Manager, or a designated representative, must notify NMFS immediately by email if the threshold that triggers daily reporting has been reached. During the period when a sector has reached or exceeded 90% of any of its ACEs, a daily ACE Status Report must be submitted only on a day when a member vessel lands, or when the sector engages in an ACE transfer of a stock that is exceeding the 90% threshold. An alternative threshold for triggering daily reporting may be implemented during FY 2014 if agreed upon by the sector and NMFS.

**ENFORCEMENT ISSUES:** The Members acknowledge that the Sector Manager must include any enforcement or reporting compliance issues, including violations of Operations Plan (excluding those sections identified as administrative provisions in this document); violations of regulations, or general problems with monitoring or sectors operations in their *Trip Issue Report* which is submitted to NMFS weekly.

**TRIP HAIL:** Sector vessels will comply with any Hail requirements established by the Sector and/or Agency.

**METHOD OF TRANSMISSION HAILS:** The sector vessels will be transmitting HAILS (Trip Start and Trip End) electronically via the email messaging component of their VMS units. All data necessary to the requirements will be sent in compressed formats to minimize characters and maximize message capacity directly to the Sector’s Server which will collect, store, convert and relay all data elements necessary to meet various requirements. The Sector will relay required HAILS (Trip State and Trip End) to NMFS, immediately upon receipt. In the event that the primary system is unavailable, Sector Vessels will utilize a backup system, including but not limited to, direct cell phone or radio transmission between the vessel and NMFS OR a relay through the Sector Manager.

**TRIP START HAIL:** Prior to leaving port on a trip in which the catch of allocated stocks will count against the Sectors ACE i.e. a sector trip, each Active Vessel must notify their Sector Manager that the vessel is departing on a sector trip by completing a Trip Start Hail. The Trip Start Hail (“TSH”) must include:

- Vessel permit number
- Vessel Trip Report (VTR) serial number
- Whether an Observer (NEFOP) or At-Sea Monitor (ASM) is onboard
- Landing State (abbreviation)
- Landing Port City

- Estimated time and Date of arrival in port
- Estimated time and date of offloading (required only for trips less than 6 hours in duration or if fishing within 6 hours of the offload port)
- Comments (as directed by the Sector Manager)

**TSH FOR TRIPS LESS THAN SIX HOURS OR OCCURRING WITHIN SIX HOURS OF PORT:** For trips less than six hours in length or occurring within six hours of port, the estimated time of arrival to port, offload location and estimated offload time will be provided in the Trip Start Hail (TSH). The Trip End Hail (TEH) will be sent upon completion of the last tow with required updated information. An alternative timing for the TEH may be implemented during FY 2014 if agreed upon by the Sector, and NMFS.

**TSH FOR TRIPS LESS THAN SIX HOURS OR OCCURRING WITHIN SIX HOURS OF PORT:** For trips less than six hours in length or occurring within six hours of port, the estimated time of arrival to port, offload location and estimated offload time will be provided in the Trip Start Hail (TSH). The Trip End Hail (TEH) will be sent upon completion of the last tow with required updated information. An alternative timing for the TEH may be implemented during FY 2014 if agreed upon by the Sector, and NMFS.

**TRIP END HAIL:** The trip-end hail report must be submitted at least 6 hours in advance of landing for all trips at least 6 hours in duration or occurring more than 6 hours from port. For shorter trips, the trip-end hail reports must be submitted within sufficient in consultation with NMFS Office of Law Enforcement. An alternative timing for the trip end hail may be implemented during FY 2014 if agreed upon by the sector, the monitoring provider, and NMFS. The trip end hail must include the following:

- Vessel permit number
- Vessel Trip Report (VTR) serial number
- First landing state (abbreviation)
- First landing port city
- Dealer/Offload Location
- Estimated time and date of arrival
- Estimated time and date of offload
- Second offload state (abbreviation)
- Second offload port city
- Total groundfish kept in pounds
- Total non-groundfish kept in pounds
- Comments (as directed by the Sector Manager)

## 2.0 ADMINISTRATIVE

**DATA MANAGEMENT:** The sector vessels will be transmitting catch data electronically via the email messaging component of their VMS units. All data necessary for sector ACE management, including

all elements of VTR logbook and daily / weekly reporting requirements will be sent in compressed formats to minimize characters and maximize message capacity. Notwithstanding reporting requirements that cannot be altered by a sectors operations plan, the **Sector's server** will be capable of collecting, storing, converting and relay all data elements necessary to meet all reporting requirements in the formats required by the recipients

The Sector, acting through its Manager, will maintain database(s) of vessel trip reports (VTR), dealer, At Sea (ASM), and NEFOP Observer reports. In addition, the Sector will maintain any other database it determines necessary for its operations.

1. **PROOF OF SECTOR MEMBERSHIP**: Upon approval of the Sector, each sector vessel will be issued a Letter of Authorization ("LOA"), which will specify the exemptions that have been approved for the Sector. Each Member agrees that its sector vessels **must** comply with all requirements stipulated in the LOA and all applicable federal regulations and laws not specifically exempted in the LOA.

Furthermore, Member agrees that its sector vessels shall maintain the LOA, and a copy of the Sector Agreement and Harvesting Rules on-board at all times while fishing on a 'sector-trip'.

**ANNUAL REPORT**: Within sixty (60) days of the end of the fishing year the Sector Manager will submit an annual report to NMFS and the Council that summarizes: fishing activities of Members, including harvest levels of all species by sector vessels (landings and discards by gear types); enforcement actions; and any other relevant information required to evaluate the performance of the Sector. In addition, the Annual Report will report the number of sector vessels that fished for regulated groundfish and their permit numbers (when such disclosure does not violate protection of confidentiality); number of vessels that fished for other species; method used to estimate discards; landing port used by sector vessels while landing groundfish; and any other additional information requested by the Regional Administrator for inclusion in the Annual Report. The Sector will submit required reports using the format and procedures prescribed by NMFS.

**SECTOR UNDERSTANDING AND ACKNOWLEDGMENTS**: Sector Members understand and acknowledge that the following provisions have been interpreted by NMFS as applicable to all operating sectors. Sector Members acknowledge this applicability and where appropriate utilize these universal interpretations within their sector management and operations:

**INTRA-SECTOR DAYS AT SEA (DAS) LEASING**: Days at Sea may be leased intra-sector (between members) within the guidelines and procedures contained in the FMP and as amended by Amendment 16. The Sector would accept any future relief in the length and horsepower constraints of the program that may be authorized by the RA in the future.

**INTER-SECTOR DAYS AT SEA (DAS) LEASING**: Members who wish to lease Days-at-Sea (DAS) outside of the Sector are authorized under this provision to do so, only with Members of other Sectors whom are similarly exempt. Members acknowledge that such DAS leasing would not be exempted from existing length and horsepower constraints as currently contained in applicable regulations.

**PAPER VTR:** Members acknowledge that they are bound to all applicable reporting requirements. Sector vessels shall continue using paper VTRs for FY 2014, as required by regulations. However, electronic vessel trip reporting (e-VTR) systems for transmission and submission of required VTR reports have been authorized by the Regional Administrator using a phased implementation process. The Sector and its Members may utilize e-VTR in accordance with the phased implementation process.

**ADDITIONAL EXEMPTIONS:** Members note that NMFS is generating one Environmental Assessment for all sectors seeking authorization for Fishing Year 2014, and that NMFS communication has stated that if an exemption is approved for one Sector, all other authorized Sectors can be similarly approved for that specific exemption based on the terms and conditions of the originally requesting sector. In light of this understanding, NEFS **I** will request authorization for such exemptions it deems beneficial for its operations, prior to the publication of the final authorizing rule.

**DAYS-AT-SEA:** Each participating permit and participating vessel will be allocated Days-At-Sea (DAS) by the Regional Administrator. Sector Member permits will not be subject to the DAS reduction in Amendment 16 for common pool vessels. Members will be required to use a DAS, as specified in controlling FMPs, when conducting fishing operations that are not exempted from DAS usage, for example, when fishing under a monkfish DAS.

**SECTOR SPECIFIC EXEMPTIONS:** As referenced in §4.0 of this Agreement all Sectors are granted the following Universal Exemptions.

- All Groundfish DAS restrictions
- Trip limits on allocated stocks
- Seasonal Closed Areas (currently Georges Bank seasonal closure in May)
- Additional mortality controls adopted by Amendment 16, including additional seasonal or year-round closures, gear requirements, DAS reductions, differential DAS counting, and/or restricted gear areas.
- Requirement to use 6.5 inch mesh in the codend in haddock separator trawl/Ruhle tr4awl when targeting haddock in Georges Bank Regulated Mesh Area (i.e. authorization to use 6-inch mesh in the codend).
- Gulf of Maine Rolling Closures, except for:
  - April – Blocks 124, 125, 132, 133
  - May – Blocks 132, 133, 138, 138,139,140
  - June – Blocks 139, 140, 145, 146, 147, 152Unless authorized as a sector specific exemption.

In addition to the Universal Exemptions granted to all Sectors, as referenced above and in §4.0 of this Agreement, Members agree to abide by the following obligations as Authorized in their LOA, in order to utilize these Sector Specific Exemptions:

- (1) 20-Day Block Requirement Out of the Fishery for Day Gillnet Vessels:
- (2) 20 Day Spawning Block:

- (3) Limitation on the Number of Gillnets for Day Gillnet Vessels:
- (4) Prohibition on a Vessel Hauling Another Vessel's Gillnet Gear:
- (5) Limitation on the Number of Gillnets that may be hauled on GB when Fishing Under a Groundfish/Monkfish DAS:
- (6) Limitation on the Number of Hooks that may be Fished:
- (7) Length and horsepower restrictions of the DAS leasing program.
- (8) Sink Gillnet Mesh Size Restrictions in the GOM in May and from January through April.
- (9) Prohibition on discarding legal size unmarketable fish at sea.
- (10) Daily Catch Reporting by Sector Manager for Vessels Participating in the CA I Hook Gear Haddock SAP
- (11) Trawl Gear requirements in the U.S./Canada Management Area
- (12) Requirement to maintain VMS powered while at dock. Vessel acknowledges that this exemption only applies to NE Multispecies requirements. A vessel with other permits requiring constant reporting **may not** use this exemption
- (13) Prohibition on Fishing Inside and Outside the CA I Hook Gear Haddock SAP while on the Same Trip
- (14) The 6.5" minimum mesh size restriction for trawl gear specified at § 648.80(a)(4)(i) when using a codend with at least 6" minimum mesh size on Directed Redfish Trips, as identified during the vessels trip declaration, when either a NEFOP or ASM is onboard.
- (15) Prohibition on a Vessel Hauling Another's Vessel's Hook Gear
- (16) Seasonal restrictions of the E. US/Canada Haddock SAP.
- (17) Seasonal restrictions of the CA II Yellowtail Flounder/Haddock SAP.
- (18) Requirement to declare intent to fish in Eastern US/CA Area prior to leaving dock
- (19) Sampling Exemption
- (20) Exemption from current mortality closures in order to have year round or partial access to areas including but not limited to
  - 20.1 Fippennies & Cashes Ledge
  - 20.2 Closed Area I
  - 20.3 Closed Area II
  - 20.4 The Western Gulf of Maine Closure.
  - 20.5 Nantucket Lightship

#### Novel Exemption Requests for FY 2014-2015

- (21) Prohibition on using small mesh trawl nets to target small mesh species (silver hake, red hake, and squid) on a Sector Trip in the SNE Regulated Mesh Area.

**SAFE HARBOR PROTOCOL:** To promote safety at sea, the Sector sets forth the following protocol for variance from the landing ports listed. If for reasons beyond a vessel operators control such as severe weather, mechanical failures, compromised hull integrity, instances of pump failures and danger of sinking, crew injury or life threatening illness and any other emergency situations that may arise, a sector vessel may enter a port other than those listed as "Landing Ports" to ensure the safety of the vessel and its crew. In the event that a Sector Vessel must utilize this safe harbor protocol, they must notify their Manager and NMFS OLE of when and where they had to seek safe harbor within 6 hours of this entering the port.

**3.0 GEAR REQUIREMENTS**

- Limitation on the number of Gillnets that may be hauled on GB when fishing on a Groundfish/Monkfish DAS.
- Limitation on the number of gillnets for day gillnet vessels.
- Limitation on the number of hooks.
- Trawl Gear requirements in the U.S./Canada Management Area
- 6.5-inch minimum mesh size requirement for Trawl nets.
- Prohibition on a Vessel Hauling Another vessels Hook Gear
- Prohibition on using small mesh trawl nets to target small mesh species (silver hake, red hake, and squid) on a Sector Trip in the SNE Regulated Mesh Area.

**4.0 MONITORING (AT-SEA)**

**OFFLOADING PORTS:** The following list represents those ports where sector vessels are authorized to offload. Additionally, sector vessels are authorized to land fish to trucks within these same locations.

Primary Port(s) of Landing	Secondary Port(s) of Landing
TBD Based on Roster	TBD Based on Roster

**SAFE HARBOR PROTOCOL:** To promote safety at sea, the Sector sets forth the following protocol for variance from the landing ports listed. If for reasons beyond a vessel operators control such as severe weather, mechanical failures, compromised hull integrity, instances of pump failures and danger of sinking, crew injury or life threatening illness and any other emergency situations that may arise, a sector vessel may enter a port other than those listed as “Landing Ports” to ensure the safety of the vessel and its crew. In the event that a Sector Vessel must utilize this safe harbor protocol, they must notify their Manager and NMFS OLE of when and where they had to seek safe harbor within 6 hours of this entering the port.

**MONITORING:** The Sector is proposing their preferred At-Sea Monitoring (ASM) Program as well as a Secondary Program for consideration by NMFS. It is the Sectors hope that the Agency will work collaboratively with the Sector over the fall and winter to resolve any and all concerns the Agency may have with these programs. In the event that the Sectors designed preferred and secondary ASM program is not approved by NMFS the Sector will use the NMFS designed ASM Program as documented in FY 2014 NMFS ASM Addendum.

**USE OF MONITORING SERVICES.** The Members acknowledge that for the Sector to function efficiently, it is essential that the Active Members conduct their fishing operations such that at-sea monitoring service costs are kept as low as commercially practical amount. The

Active Members therefore agree to provide accurate landing time projections, to make landings expeditiously, and to choose landing locations based in part on the efficiency and responsiveness of the buyer receiving catch harvested under the Sector's ACE. Active Members who fail to comply with the provision of this Section may be assessed the excess cost of monitoring resulting from their failure to do so. Furthermore, the Sector BOD, may opt from time to time to modify provisions such as authorized landing ports in order to ensure that the cost associated with these required programs do not become cost prohibitive.

**COVERAGE RATES:** NEFS I will deploy at-sea monitors in a way to achieve coverage of X% of trips that is random and representative of the fishing activities of the sector. **The coverage rate for FY 2014 has not been specified by NMFS at this time.** A monitored trip must be a sector trip, including those taken in which a NE multispecies day-at-sea is used to target other fisheries such as monkfish or skates, unless exempted by NMFS.

**ADDITIONAL COVERAGE:** In addition to ensuring that the coverage rates specified by NMFS are met by the ASM program the Sector may from time to time opt to have additional coverage in order to fully utilize specific approved exemptions or to address specific needs of the Sector.

**PREFERRED AT SEA MONITORING PROGRAM:** The Sector acknowledges that they have been informed that the current goals and objectives of At-Sea Monitoring ("ASM") as codified by NMFS in 50 C.F.R 648.11(1) are:

Goal	Objectives
Improving Documentation of Catch	<ul style="list-style-type: none"> <li>Determine total catch and effort (for all sectors and the common pool) as accurately as possible. Leads to better understanding of how well the target or regulated species are faring.</li> <li>Determine how much observer coverage is needed in order to minimize effects of potential "monitoring bias."</li> <li>Maintain monitoring program flexibility in order to improve fleet viability.</li> </ul>
Reducing Monitoring Costs	<ul style="list-style-type: none"> <li>Streamline data management operations and eliminate redundancies.</li> <li>Explore options for cost-sharing with and deferment of cost to industry</li> <li>Recognize the opportunity costs of insufficient monitoring.</li> </ul>
Reducing Discards	<ul style="list-style-type: none"> <li>Determine discard rate by using the smallest possible strata while simultaneously maintaining cost-effectiveness.</li> <li>Collect information by gear type in order to accurately calculate discard rates.</li> </ul>
Getting More Data Sources to Better Assess Stocks	<ul style="list-style-type: none"> <li>Reduce management and/or biological uncertainty.</li> <li>Perform biological sampling. That is, perform sampling if it can be used to improve the accuracy of mortality or recruitment calculations.</li> </ul>
Improving Safety of Monitoring Program	<ul style="list-style-type: none"> <li>Improve the safety of the ASM program as necessary.</li> </ul>
Performing Periodic Review Of Monitoring Program to Assess Effectiveness	<ul style="list-style-type: none"> <li>Periodically review the performance of the ASM program to ensure it is meeting these goals and objectives.</li> </ul>

For FY 2014 the Sector intends to meet these identified goals and objectives by implementing the following Program:

ACE Utilization & Application of Assumed Discard Rate: The Sector, working with the Agency prior to the start of FY 2014, will determine a fixed assumed discard rate for all allocated stocks based on gear, mesh size, area fished and stock strata. This fixed assumed discard rate will be determined utilizing both the discard rates computed during FY 2010, FY 2011, FY 2012 and FY 2013 for the Sector, as well as any appropriate ASM/NEFOP data collected during these same three years. Additionally, the Sector will work with the Agency to determine an appropriate standard deviation that if exceeded will trigger modification to fixed discard rate.

Specification of ASM Coverage Rate: NMFS states that they are required under regulations codified at 50 C.F.R 648.87(b)(1)(v)(B)(3)(ii)) to specify coverage levels for At-Sea Monitoring. However, nowhere in this regulation does it require that NMFS establish the same coverage levels for every sector. This Sector believes that NMFS can satisfy this regulatory requirement by specifying sector specific coverage levels based on this proposed program.

Pre-Trip Notification: Sector Vessels will continue to comply with the 48 hour pre-trip notification System (PTNS) for deployment of NEFOP Observers. Acceptable notification methods are internet, phone or email.

In the event that some level of coverage above and beyond the NEFOP level is needed to adequately verify the Sectors Fixed Discard Rate Program, the provisions in HR 25 SECONDARY PROGRAM will be utilized.

Verification of Fixed Assumed Discard Rate: The Sector, will utilize data collected by the Observers deployed under the NEFOP Program to verify on a quarterly basis that the fixed discard rate being applied parallels with observations being collected under this program. In the event, that the fixed discard rate being applied exceeds the standard deviation established prior to the start of the year, the Sector will:

Modify the subsequent quarter's assumed rate; proportionally, or

Modify the current quarter's assumed fixed rate to that of the NEFOP observed rate, or

Modification based on a method developed and agreed upon NMFS and Sector.

**SECONDARY AT-SEA MONITORING PROGRAM IN THE EVENT NMFS REJECTS THE SECTORS PREFERRED PROGRAM OR IF IT PROVES TO BE INAPPROPRIATE BY THE SECTOR.** The Sector plans on working collaboratively with certified At-Sea Monitoring Provider(s) ("Provider") to ensure that implementation of the at-sea monitoring program adheres to applicable NMFS requirements, as well as any internal needs that the Sector deems necessary.

**RANDOMIZES SELECTION OF COVERAGE PROCESS:** The Sector will work with their ASM Provider(s) to develop and deploy a randomized selection process that is fair and equitable, distributed in a statistically random manner and representative of the fishing activities and operations of all vessels within the Sector throughout the fishing year. The ASM Provider(s) will determine whether a trip is subject to ASM based on this randomized selection process.

**DATA COLLECTION & AT-SEA MONITORS:** The Service Provider must ensure that all At-Sea Monitors are trained and equipped in accordance with NEFSC/NMFS standards. At-Sea Monitors ("ASM") primary responsibility is to collect accurate actual weights on the discard portion of the catch, as well as accounting for all catch (kept and discarded) on each tow/haul. Data collected by the ASM will be used to quantify the discards that occur on that trip. This data will also be used to estimate the discards that occur by sector vessel trips that were not selected to take an ASM. The ASM will be responsible for describing various aspects of the gear(s) and recording the catch compensation and corresponding weights on a haul by haul basis. The specific data fields to be observed and methods used to collect the data are detailed in the training and published in an At-Sea Monitoring Manual by NMFS. Any additional data collection requests or procedures not directly related to the purpose of this program i.e. catch verification and discard information must be agreed upon by the Sector and the Provider(s) prior to implementation. All data must be reported electronically in a standard acceptable form from the At-Sea Monitor to the Sector and NMFS within 48 hours of completion of the trip. The Sector notes that for FY 2013, NMFS via the NEFSC will be reviewing data submitted by ASM for quality assurance

and will be computing and producing both the assumed discard rates and observed discard data for the Sector to use in its reports as accessible on SIMMs. Neither the Sector, nor the Individual Members authorize NMFS to utilize data collected by ASM for any other purpose than as specified in this Section. In the event, NMFS wishes to utilize data they are provided for quality assurance and computation of observed and assumed discards for any other purpose they must obtain written authorization from the Sector and/or Members prior to any additional use occurring. In addition to the specific data fields and data collection methods specified by the NMFS At-Sea Monitoring Manual and training; the Sector may from time to time working with their contracted Service Provider request additional data be collected. This data if collected will be transmitted to the Sector within 48 hours upon completion of the trip in a manner agreed upon between the Sector and their Service Provider.

**VESSEL OPERATIONS:**

**PRE-TRIP NOTIFICATION:** Sector Vessels will continue to comply with the 48 hour pre-trip notification System (PTNS) for deployment of NEFOP Observers. Acceptable notification methods are internet, phone or email.

**AT-SEA MONITOR SELECTION PROCESS:** A determination will be made **immediately** after completing a Pre-Trip Notification whether the trip in question has been preliminarily selected for a NEFOP Observer. As explained by Northeast Fishery Observer Program Staff, the PTNS immediately determines whether a trip has been preliminarily selected for NEFOP coverage. If a trip is preliminarily selected, NEFOP Providers have twelve hours to determine whether they can deploy a NEFOP observer. Therefore, if the PTNS immediately determines that the trip is not preliminarily selected for a NEFOP Observer, the PTNS notification and all corresponding details will **immediately** be forwarded to the Sectors ASM Provider(s). If the trip in question is preliminarily selected for a NEFOP Observer, the NEFOP Program protocol will be followed and the Vessel will be notified in accordance to the process of this program. Additionally, the ASM Provider(s) will be notified **immediately** of this preliminary selection for NEFOP coverage and a waiver from ASM will be provided.

ASM Provider(s) shall be provided with a full list of all pre-trip notifications.

**NOTIFICATION OF SELECTION/WAIVER FROM ASM:**

**Trips Not Selected for Coverage:**

1. **Trip Boats:** A Vessel that has completed their pre-trip notification for trips which will be 48 hours or longer will be notified **immediately** upon completing their pre-trip notification, if not preliminarily selected for a NEFOP Observer, whether the trip has been preliminarily selected for an At-Sea Monitor. If the trip has been selected for an ASM the Vessel will work with the Provider(s) on all details pertaining to the trip and may set sail at any time as long as an ASM is onboard or a subsequent waiver has been granted. If the trip has not been preliminarily selected for an ASM the vessel may set sail at any time up to the estimated departure date and time provided in their pre-trip notification.

2. Day-Boats: Vessels that have completed their pre-trip notification for trips less than 48 hours, with potential sale dates up to 9 days in advance will be notified 24 hours in advance of sailing if a NEFOP or At-Sea Monitor will be onboard. Upon notification that neither a NEFOP nor At-Sea Monitor will be assigned, the vessel may set sail at any time up to the estimated departure time provided in their pre-trip notification for the trip occurring within 24 hours of notification.

Trips Selected for Coverage: If a vessel is selected for coverage, they will be notified by either a NEFOP service provider or their Sectors ASM Provider no later than 24 hours of receiving notification.

1. NEFOP: NEFOP Observers take precedence over all other monitors. If the trip is selected for a NEFOP observer, the vessel shall follow all NEFOP protocols and requirements.

2. At-Sea Monitoring: If the trip is selected for coverage under the ASM Program, Vessels shall follow all appropriate Sector ASM Program protocols and processes as outlined in this section. Sector Vessels selected for ASM coverage are not allowed to set sail until the ASM arrives and is onboard or a waiver is granted by the ASM Provider(s).

3. Delays: If a vessel must delay a multi-day trip sail date, and has been selected for an ASM, the vessel must notify their ASM Provider(s) & Sector Manager immediately. Trips greater than 48 hours, may delay their sail date/time up to 48 hours from the estimated sail date and time provided in their Pre-Trip notification, provided that an ASM is still available to sail on that trip or a waiver is granted.

4. Cancellations: If a Sector Vessel is selected for ASM Coverage and must cancel their trip, the Vessel will be automatically selected for ASM Coverage on their next notified trip, or the next time an ASM is available for coverage.

5. Notification of Delays or Cancellations: The Sectors ASM Provider(s) will notify the PTNS coordinator & the Sector Manager of any trip delays, cancellations, or waivers within 24 hours via email within 24 hours of such notification.

Cancellations of Trips where an ASM is already present at Port of Sail: In the event a Sector Vessel which was selected for ASM cancels the trip and the ASM is already at the specified location ready to sail the ASM may board another Vessel in this Sector, regardless of Waivers already provided, that is departing from the port on a Sector trip. The ASM will notify its employer immediately, and the Service Provider will notify the PTNS Coordinator and Sector Manager of the change in vessel coverage.

#### **AT-SEA MONITORING OPERATIONAL STANDARDS:**

Safety Requirements: Prior to setting sail the Operator of the Sector Vessel shall detail and identify any vessel safety operating procedures and other important information to the assigned ASM. The Sector Member acknowledges that an ASM must complete a pre-trip vessel safety checklist as provided by NMFS prior to leaving port. An ASM cannot be deployed on a vessel that has failed to review the safety issues, and

such vessel is prohibited from leaving port without the ASM on board (unless a waiver is granted). For the safety of the vessels captain, crew and the ASM; the ASM will not be allowed on deck any time that gear is being deployed.

The Sector and its Members note that each ASM must be provided with all the equipment specified by the NEFOP. It is the responsibility of the individual ASM and its employer to ensure that all equipment is in good working order and brought to the vessel at the agreed upon time prior to sailing.

**WAIVERS:**

Late At-Sea Monitor: In the event that an ASM fails to arrive at the scheduled sail time and/or place; the Vessel Captain must call their Providers Program Manager, prior to setting sail. The Providers Program Manager will verify that proper trip information was reported. Additionally, the Program Manager may issue a verbal waiver to the Captain relieving the vessel of its ASM obligation for the trip in question. Immediately upon issuing a verbal waiver the Program Manager must notify the Sector Manager, PTNS Coordinator and the Vessel (if requested) in writing that the trip was granted a waiver due to a later ASM.

Late NEFOP Observer: In the event that a NEFOP Observer fails to arrive at the scheduled sail time and/or place; the Vessel my contact the PTNS Coordinator to obtain a waiver prior to sailing.

**ELECTRONIC MONITORING** The Sector reserves the right to modify/update their At-Sea Monitoring Program in the event that Electronic Monitoring (EM) is approved by the Agency during the fishing year upon the discretion of the Sectors Board of Directors. Upon approval by the Agency and subsequently the Sectors Board of Directors, EM may be adopted by some or all Sector Vessels in accordance with EM standards.

NORTHEAST FISHERY SECTOR I  
FY 2014-2015 SECTOR OPERATIONS PLAN AND AGREEMENT  
ADHERENCE AGREEMENT

THIS ADHERENCE AGREEMENT is entered into as of this 5 day of March, 2014, by the undersigned "Member", who for good and valuable consideration, the receipt and sufficiency of which are acknowledged, hereby agrees as follows:

1. Member has carefully reviewed the NEFS I Sector Operations Plan and Agreement dated effective as of March 6, 2014 (as the same may be amended or restated from time to time, the "Operations Plan"), and by executing this Adherence Agreement agrees to be bound by all provisions of the Operations Plan and Agreement. Execution of this Adherence Agreement shall have the same effect as execution of the Operations Plan by Member and all other Members of NEFS I (the "Sector").

2. Upon execution of this Agreement by Member and the satisfaction of all other conditions precedent to Member's membership in the Sector, Member shall be deemed admitted as a Member of the Sector and such admittance shall be reflected on the Sector's records.

3. Member acknowledges that; NEFS I has adopted April 15, 2014 as the final date in which a NEFS I Member may withdraw from NEFS I prior to the start of the 2014 fishing year. A Member who wishes to withdraw from NEFS I must do so in the manner specified in the Operations Plan.

4. With full knowledge of the rights and responsibilities of membership Member is signing this agreement as a (check one):

Active Member: (LIST ACTIVE VESSELS)

Fishing Vessel Name \_\_\_\_\_ Doc/Reg # \_\_\_\_\_  
Fishing Vessel Name \_\_\_\_\_ Doc/Reg # \_\_\_\_\_  
Fishing Vessel Name \_\_\_\_\_ Doc/Reg # \_\_\_\_\_

Note: Member acknowledges that membership is categorized as "active" **if any** MRI permits listed below and owned by the member will be used to harvest the sector's ACE, or in a fishery in which Sector ACE must be used to account for by-catch of Sector Allocated stocks for example: monkfish, skate, dogfish.

Non-Active Member

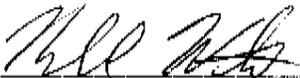
5. Upon execution of this Agreement by Member and the satisfaction of all other conditions precedent to Member's membership in the Sector, Member shall be deemed admitted as a Member of the Sector and such admittance shall be reflected on the Sector's records.

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FY 2014-2015 SECTOR OPERATIONS PLAN AND AGREEMENT  
ADHERENCE AGREEMENT

EXECUTED as of the day and year first set forth above.

Signature of Authorized Representative:

x. 

Owner/Entity Name:

Michael Walsh

Name of Authorized Representative (print):

Michael Walsh

Title:

  
Owner

List all permits including those listed in 4.

Permit Number: CPH MRI 310

Permit Number: \_\_\_\_\_ MRI \_\_\_\_\_

Notary Public:

NORTHEAST FISHERY SECTOR I  
FY 2014-2015 SECTOR OPERATIONS PLAN AND AGREEMENT  
ADHERENCE AGREEMENT

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4. With full knowledge of the rights and responsibilities of membership Member is signing this agreement as a (check one):

Active Member: (LIST ACTIVE VESSELS)

Fishing Vessel Name \_\_\_\_\_ Doc/Reg # \_\_\_\_\_  
Fishing Vessel Name \_\_\_\_\_ Doc/Reg # \_\_\_\_\_  
Fishing Vessel Name \_\_\_\_\_ Doc/Reg # \_\_\_\_\_

Note: Member acknowledges that membership is categorized as "active" **if any** MRI permits listed below and owned by the member will be used to harvest the sector's ACE, or in a fishery in which Sector ACE must be used to account for by-catch of Sector Allocated stocks for example: monkfish, skate, dogfish.

Non-Active Member

5. Upon execution of this Agreement by Member and the satisfaction of all other conditions precedent to Member's membership in the Sector, Member shall be deemed admitted as a Member of the Sector and such admittance shall be reflected on the Sector's records.

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NORTHEAST FISHERY SECTOR I  
FY 2014-2015 SECTOR OPERATIONS PLAN AND AGREEMENT  
ADHERENCE AGREEMENT

EXECUTED as of the day and year first set forth above.

Signature of Authorized Representative:

x. RE Burgess

Owner/Entity Name:

\_\_\_\_\_

Name of Authorized Representative (print):

Richard E. Burgess

Title:

\_\_\_\_\_

List all permits including those listed in 4.

Permit Number: 150123 MRI 238

Permit Number: \_\_\_\_\_ MRI \_\_\_\_\_

Notary Public:

NORTHEAST FISHERY SECTOR I  
FY 2014-2015 SECTOR OPERATIONS PLAN AND AGREEMENT  
ADHERENCE AGREEMENT

THIS ADHERENCE AGREEMENT is entered into as of this 1<sup>st</sup> day of March 2014, by the undersigned "Member", who for good and valuable consideration, the receipt and sufficiency of which are acknowledged, hereby agrees as follows:

1. Member has carefully reviewed the NEFS I Sector Operations Plan and Agreement dated effective as of March 6, 2014 (as the same may be amended or restated from time to time, the "Operations Plan"), and by executing this Adherence Agreement agrees to be bound by all provisions of the Operations Plan and Agreement. Execution of this Adherence Agreement shall have the same effect as execution of the Operations Plan by Member and all other Members of NEFS I (the "Sector").

2. Upon execution of this Agreement by Member and the satisfaction of all other conditions precedent to Member's membership in the Sector, Member shall be deemed admitted as a Member of the Sector and such admittance shall be reflected on the Sector's records.

3. Member acknowledges that; NEFS I has adopted April 15, 2014 as the final date in which a NEFS I Member may withdraw from NEFS I prior to the start of the 2014 fishing year. A Member who wishes to withdraw from NEFS I must do so in the manner specified in the Operations Plan.

4. With full knowledge of the rights and responsibilities of membership Member is signing this agreement as a (check one):

Active Member: (LIST ACTIVE VESSELS)

Fishing Vessel Name \_\_\_\_\_ Doc/Reg # \_\_\_\_\_  
Fishing Vessel Name \_\_\_\_\_ Doc/Reg # \_\_\_\_\_  
Fishing Vessel Name \_\_\_\_\_ Doc/Reg # \_\_\_\_\_

Note: Member acknowledges that membership is categorized as "active" **if any** MRI permits listed below and owned by the member will be used to harvest the sector's ACE, or in a fishery in which Sector ACE must be used to account for by-catch of Sector Allocated stocks for example: monkfish, skate, dogfish.



Non-Active Member

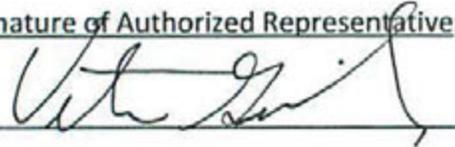
5. Upon execution of this Agreement by Member and the satisfaction of all other conditions precedent to Member's membership in the Sector, Member shall be deemed admitted as a Member of the Sector and such admittance shall be reflected on the Sector's records.

*Continued on next page*

NORTHEAST FISHERY SECTOR I  
FY 2014-2015 SECTOR OPERATIONS PLAN AND AGREEMENT  
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EXECUTED as of the day and year first set forth above.

Signature of Authorized Representative:

x. 

Owner/Entity Name:

GFCPI

Name of Authorized Representative (print):

Vito Giacalone

Title: Exec Admin

List all permits including those listed in 4.

Permit Number: CPH MRI 1365

Permit Number: \_\_\_\_\_ MRI \_\_\_\_\_

Notary Public:



**William Francis Galvin**  
Secretary of the Commonwealth of Massachusetts

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## Corporations Division

### Business Entity Summary

**ID Number: 640961351**

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**Summary for: GLOUCESTER FISHING COMMUNITY PRESERVATION FUND, INC.**

<b>The exact name of the Nonprofit Corporation:</b> GLOUCESTER FISHING COMMUNITY PRESERVATION FUND, INC.			
<b>Entity type:</b> Nonprofit Corporation			
<b>Identification Number:</b> 640961351		<b>Old ID Number:</b> 000951298	
<b>Date of Organization in Massachusetts:</b> 05-10-2007			
<b>Last date certain:</b>			
<b>Current Fiscal Month/Day:</b> /		<b>Previous Fiscal Month/Day:</b> 12/31	
<b>The location of the Principal Office in Massachusetts:</b>			
Address: 10 WITHAM ST.			
City or town, State, Zip code, Country: GLOUCESTER, MA 01930 USA			
<b>The name and address of the Resident Agent:</b>			
Name: UNKNOWN			
Address: NONE			
City or town, State, Zip code, Country: NONE, MA 00000 USA			
<b>The Officers and Directors of the Corporation:</b>			
Title	Individual Name	Address	Term expires
PRESIDENT	ANGELA SANFILIPPO	3 BEAUPORT AVE. GLOUCESTER, MA 01930 USA	n/a
TREASURER	JACQUELINE ODELL	6 KENT ROAD GLOUCESTER, MA 01930 USA	n/a
CLERK	DALE BROWN	37 BEACON ST. GLOUCESTER, MA 01930 USA	
DIRECTOR	ANGELA SANFILIPPO	3 BEAUPORT AVE. GLOUCESTER, MA 01930 USA	
DIRECTOR	VITO GIACALONE	4 EDGEWOOD RD. GLOUCESTER, MA 01930 USA	
DIRECTOR	DALE BROWN	37 BEACON ST. GLOUCESTER, MA 01930 USA	
DIRECTOR	JACQUELINE ODELL	6 KENT ROAD GLOUCESTER, MA 01930 USA	n/a
DIRECTOR	ROBERT GILLIS	4 TRENEL WAYAPT R GLOUCESTER, MA 01930 USA	n/a
DIRECTOR	KATHI TURNER	25 GRAPEVINE RD GLOUCESTER, MA 01930 USA	n/a

 Consent

 Confidential Data

 Merger Allowed

 Manufacturing

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 Application For Revival  
 Articles of Amendment  
 Articles of Consolidation - Foreign and Domestic

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**William Francis Galvin, Secretary of the Commonwealth of Massachusetts**  
**[Terms and Conditions](#)**

MUP-A MRI 238  
LO-1 MRI 16949



UNITED STATES DEPARTMENT OF COMMERCE  
National Oceanic and Atmospheric Administration  
NATIONAL MARINE FISHERIES SERVICE  
NORTHEAST REGION  
55 Great Republic Drive  
Gloucester, MA 01930-2276

## CONFIRMATION OF PERMIT HISTORY (CPH)

Date Issued: November 29, 2011

History Owner: RICHARD E BURGESS

Vessel Name: BLUE FINN SINGER

Permit Number: 150123

Doc/Reg Number: MS8056AY

This confirms that you have retained the above-named vessel's limited access fishing rights and fishing permit history in the, **NORTHEAST MULTISPECIES AND AMERICAN LOBSTER** fishery. Issuance of this CPH preserves the eligibility of this history owner to apply for limited access permits for a replacement vessel based on the vessel's fishing and permit history, subject to the replacement provisions.

This CPH will remain valid until the above vessel's fishing and permit history are used to qualify a vessel for a limited access permit.

**Please retain this confirmation for your records.** If you have questions concerning this confirmation, please call the Northeast Region information line at 978-281-9278.

Sincerely,

Patricia A. Kurkul  
Regional Administrator





UNITED STATES DEPARTMENT OF COMMERCE  
National Oceanic and Atmospheric Administration  
NATIONAL MARINE FISHERIES SERVICE  
NORTHEAST REGION  
One Blackburn Drive  
Gloucester, MA 01930-2298

## CONFIRMATION OF PERMIT HISTORY (CPH)

Date Issued: May 16, 2001

History Owner: Michael Walsh  
Vessel Name: Marina Lynn  
Permit Number: 250016  
Doc/Reg Number: 270185

This confirms that you have retained the above-named vessel's limited access fishing rights and fishing permit history in the **Northeast multispecies, Loligo squid, summer flounder, scup, black sea bass, and American lobster** fisheries. Issuance of this CPH preserves the eligibility of this history owner to apply for limited access permits for a replacement vessel based on the this vessel's fishing and permit history, subject to the replacement provisions.

This CPH will remain valid until the above vessel's fishing and permit history are used to qualify a vessel for a limited access permit.

Please retain this confirmation for your records. If you have questions concerning this confirmation, please call the Northeast Region information line at 978-281-9278.

Sincerely,

A handwritten signature in black ink that reads "Patricia A. Kurkul". The signature is stylized and cursive.

Patricia A. Kurkul  
Regional Administrator





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# Corporations Division

## Business Entity Summary

ID Number: 001003600

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Summary for: I NORTHEAST FISHERY SECTOR, INC.

The exact name of the Nonprofit Corporation: I NORTHEAST FISHERY SECTOR, INC.			
Entity type: Nonprofit Corporation			
Identification Number: 001003600			
Date of Organization in Massachusetts: 05-26-2009			
Last date certain:			
Current Fiscal Month/ Day: /		Previous Fiscal Month/ Day: 12/31	
The location of the Principal Office in Massachusetts:			
Address: 4 PARKER STREET			
City or town, State, Zip code, Country: GLOUCESTER, MA 01930 USA			
The name and address of the Resident Agent:			
Name: VITO GIACALONE			
Address: 10 WITHAM STREET			
City or town, State, Zip code, Country: GLOUCESTER, MA 01930 USA			
The Officers and Directors of the Corporation:			
Title	Individual Name	Address	Term expires
PRESIDENT	VITO GIACALONE	10 WITHAM STREET GLOUCESTER, MA 01930 USA	Until successor is elected and qualified
TREASURER	VITO GIACALONE	10 WITHAM STREET GLOUCESTER, MA 01930 USA	Until successor is elected and qualified
CLERK	VITO GIACALONE	10 WITHAM STREET GLOUCESTER, MA 01930 USA	Until successor is elected and qualified
DIRECTOR	VITO GIACALONE	10 WITHAM STREET GLOUCESTER, MA 01930 USA	Until successor is elected and qualified

Consent  Confidential Data  Merger Allowed  Manufacturing

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William Francis Galvin, Secretary of the Commonwealth of Massachusetts  
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