

1 **MAINE COAST COMMUNITY SECTOR**
2 **Fishing Year 2019 and FY 2020 (May 1, 2019 – April 30, 2020) Operations Plan and**
3 **Agreement**
4
5

6 This OPERATIONS PLAN AND AGREEMENT (this “Agreement”) is entered into as of this XX
7 day of January, 2019 by and among the permit owners listed on the signature pages hereto and any
8 other permit owners that are admitted pursuant to the terms of this Agreement (each, a “Member”
9 and, collectively, the “Members”).
10

11 **RECITALS**

12 WHEREAS, under the Northeast Multispecies Fishery Management Plan (“Groundfish FMP”),
13 Amendment 16 to the Groundfish FMP (“Amendment 16”), and the regulations implementing the
14 FMP, a self-selecting co-operative, or “sector,” of fishermen is authorized to submit to the New
15 England Fishery Management Council (the “Council”) a proposal for the allocation of catch of
16 regulated groundfish species to such sector;
17

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

31 WHEREAS, Amendment 16 defines a sector as a group of 3 or more persons, none of whom have
32 an ownership interest in the other two persons in the Sector, and that documentation demonstrating
33 that the MCCS has met this definition has been provided to GARFO as Exhibit F hereto through
34 Permit No. 152120 (MRI 78) under the distinct ownership of Brian Pearce, Permit No. 221740
35 (MRI 97) under the distinct ownership of Joe Nickerson, and Permit No. 242844 (MRI 2341)
36 under the distinct ownership of Bryan Bichrest, and;
37

38 WHEREAS, in connection with the formation of the Sector, the Members desire to enter into this
39 Operations Plan and Agreement, dated January 01, 2019 (the “Agreement”) in order begin
40 operations for the 2019 and 2020 fishing years.
41

42 NOW, THEREFORE, in consideration of the mutual agreements, covenants, rights and obligations
43 set forth in this Agreement, the benefits to be derived therefrom and other good and valuable

1 consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto,
2 intending to be legally bound hereby, agree as follows:
3

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

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

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

28 **Article II. Membership**

29 Section 2.01. Voluntary Membership. Participation in the Sector is completely voluntary
30 among the Members, their Permits, and the related Participating Vessels.
31

32 Section 2.02. Scope of Membership Obligations. The obligations of the Members set forth in
33 this Agreement shall only apply to the Permits and Participating Vessels (and not to any other
34 permits or vessels owned by the Members that are not enrolled in the Sector pursuant to the terms
35 hereof) to the extent that such Permits or Participating Vessels are fishing commercially with gear
36 that is capable of harvesting Groundfish. Notwithstanding the foregoing, the Members
37 acknowledge and agree that the Sector and its Members may, from time to time, be permitted to
38 participate in certain Special Access Programs (each a “SAP”) and that it may be necessary to
39 expand the scope of the membership obligations hereunder, in order to ensure that the Sector and
40 its Members are in compliance with the rules and regulations relating to each such SAP. Therefore,
41 the Members hereby agree to execute any amendments or supplements to this Agreement, which
42 may reasonably be requested by the Sector or the Sector Manager in order to comply with the rules
43 and regulations relating to any such SAP, including, without limitation, any amendments or
44 supplements that expand the scope of the membership obligations hereunder to apply to vessels
45 and/or permits that are not enrolled in the Sector.
46

1 **Section 2.03. Length of Commitment.** Each Member hereby agrees to cause each of its
2 Permits and the related Participating Vessels enrolled in the Sector at the beginning of the fishing
3 year following the date on which such Member enrolled in the Sector to remain enrolled in the
4 Sector for that entire (one) fishing year (the “Commitment Period”) with the option to enroll for
5 fishing year 2020 under this two year operations plan; provided, however, that if the Members
6 seek to extend the terms of this Agreement consistent with Article IX below and GARFO does
7 not approve the Sector’s Operations Plan and Agreement, as the same may be amended, for the
8 subsequent fishing year, then the obligation of such Member under this Section 2.03 shall
9 terminate on the last day of the existing Commitment Period. Each Member further agrees that if
10 its Permit leaves the Sector for any reason during the Commitment Period, or beginning for
11 fishing years 2019 and beyond fails to notify the Manager of intent to leave Sector by the
12 December 1 preceding the start of the next fishing year, (i) such Member shall be subject to the
13 penalty or penalties described on the Schedule of Penalties (as hereinafter defined), and (ii) such
14 Member, its Permit and the related Participating Vessel shall be ineligible to participate in the
15 Sector for a period of up to five [5] years following the date of such departure from the Sector as
16 determined by the Board. Each Member acknowledges and agrees that 50 CFR Part 648.87
17 requires that each of its Permits and the related Participating Vessels must remain in the Sector
18 for the entire fishing year in which such Permits and/or Participating Vessels are enrolled in the
19 Sector, and that each Member’s Participating Vessels may not fish outside the Sector under a
20 multispecies DAS program during any fishing year in which its Permits and/or Participating
21 Vessels are enrolled in the Sector.

22
23 **Section 2.04. New Members.** The owner of a permit that is eligible under the criteria set forth
24 in Section 1.01 hereto, but that is not enrolled as a Member (and/or whose permit is not so
25 enrolled) may apply to the Board (as hereinafter defined) for membership in the Sector. For
26 fishing year 2012 and thereafter, such application shall be made in writing no later than 30
27 calendar days after the PSC letters have been mailed by GARFO for the fishing year in which he
28 wishes to enroll and shall include evidence of eligibility. The Board shall, in its reasonable
29 discretion, determine whether the applicant shall be admitted as a Member of the Sector and/or
30 its permit included as a Permit. Notwithstanding the foregoing, no such admission shall be
31 effective until such new Member has agreed in writing to be bound by, and to cause its Permit
32 and Participating Vessel to comply with, the terms of this Agreement, and until the provisions of
33 this Agreement shall have been amended or modified to reflect such additional Member, Permit
34 and/or Participating Vessel.

35
36 **Section 2.05. Permit Transfers.** Each Member agrees that so long as it is a party to this
37 Agreement, such Member (i) shall not have the authority to sell, lease or transfer the ownership
38 of its Permit to a party that is not or does not agree in writing to be bound by this Agreement for
39 the remainder of the fishing year in which such sale, lease or transfer is to occur, (ii) shall not
40 transfer, lease or assign any days-at-sea allocated to its Permit by GARFO to any permit not
41 enrolled in a sector, and (iii) shall comply with the right of first refusal provisions of Section
42 2.08 hereof prior to the consummation of any proposed sale, lease or transfer permitted
43 hereunder. To the extent that a Member sells, leases or transfers its Permit to another individual
44 or entity (a “Transferee”) in compliance with the foregoing, then (a) such Transferee shall only
45 be permitted to participate in the Sector for the remainder of the fishing year in which the
46 transfer occurred (the “Transfer Year”) and (b) prior to the commencement of the fishing year

1 immediately following the Transfer Year, the Transferee must apply for admission to the Sector
2 pursuant to the provisions of Section 2.04 hereof in order to be admitted to the Sector as a
3 Member. For the avoidance of all doubt, for the purposes of calculating a Member's
4 Commitment Period under Section 2.03 hereof, no portion of a Transfer Year shall be included
5 in such calculation.
6

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

14 **Section 2.07. Member Training.** Each new Member shall participate in training in the Sector's
15 operation plan, harvest plan, bylaws, and other rules prior to the start of the fishing year for which
16 he shall enroll for the first time. Such training shall be led by the Sector Manager and may involve
17 other qualified persons as determined by the Sector Manager or Board.
18

19 **Section 2.08. Right of First Refusal for External Permit Transfers.** In the event that any
20 Member (a "Transferring Member") at any time proposes to sell, transfer or lease (a "Transfer")
21 his Permit to any proposed Transferee outside of the sector who shall make a good faith, bona fide
22 written offer therefore (a "Bona Fide Offer"), then the Transferring Member shall first deliver to
23 the Sector for distribution to its Members a written notice ("First Refusal Notice") that the
24 Transferring Member proposes to make such Transfer, which First Refusal Notice shall (i) state
25 the identity of the prospective Transferee, (ii) state the amount of consideration for the Permit and
26 the material terms and conditions upon which the proposed Transfer is to be made (the date on
27 which the Sector receives the First Refusal Notice being the "First Refusal Notice Date"), (iii)
28 represent that the Bona Fide Offer is an actual bona fide offer, and (iv) include a copy of any
29 written proposal, letter of intent or other agreement relating to the Bona Fide Offer. The Bona Fide
30 Offer must have a monetary amount attached to it. The Sector or any Member shall have a period
31 of 7 calendar days following the First Refusal Notice Date (the "Election Period") in which to elect
32 to purchase or lease the Permit at the price and subject to the same terms and conditions set forth
33 in the First Refusal Notice (Or an equal monetary value if other material goods or services are
34 involved in the trade). The Sector or Member shall exercise the right to purchase or lease such
35 Permit by delivering a written notice ("Election Notice") to the Transferring Member or Sector
36 Manager within the Election Period. In the event that the Sector or member desires to purchase the
37 Permit, then the parties shall schedule a closing for the payment for, and the delivery of, the Permit,
38 which shall be no later than 90 calendar days after the First Refusal Notice Date. The Transferring
39 Member agrees to enter into and deliver an agreement for the benefit of the Sector or Member,
40 containing standard and customary representations, warranties, covenants and indemnities by the
41 Transferring Member for the benefit of the Sector. If the Sector or Member has not elected to
42 purchase the Permit within the Election Period, then the Transferring Member is free to Transfer
43 the Permit to the Transferee; provided that such Transfer is on the terms and conditions specified
44 in the First Refusal Notice. If the proposed Transfer is not consummated within 90 calendar days
45 following the termination of the Election Period, the Transferring Member may not Transfer the
46 Permit without complying again with all the provisions of Section 2.05 and this Section 2.08.

1
 2 **Section 2.09. Right of First Refusal for ACE Transfers.** In the event that any Member at any
 3 time proposes to sell, transfer or lease any portion of his ACE to any proposed Transferee who
 4 shall make a good faith, bona fide written offer therefore, then the Transferring Member shall first
 5 deliver to the Sector for distribution to its Members a written notice that the Transferring Member
 6 proposes to make such Transfer, which First Refusal Notice shall (i) state the identity of the
 7 prospective Transferee, (ii) state the amount of consideration for the ACE and the material terms
 8 and conditions upon which the proposed Transfer is to be made, (iii) represent that the Bona Fide
 9 Offer is an actual bona fide offer, and (iv) include a copy of any written proposal, letter of intent
 10 or other agreement relating to the Bona Fide Offer. The Bona Fide Offer must have a monetary
 11 amount attached to it. The Sector or any Member shall have a period of 7 calendar days following
 12 the First Refusal Notice Date in which to elect to purchase or lease the ACE at the price and subject
 13 to the same terms and conditions set forth in the First Refusal Notice (Or an equal monetary value
 14 if other material goods or services are involved in the trade). The Sector or Member shall exercise
 15 the right to purchase or lease such ACE by delivering a written notice to the Transferring Member
 16 within the 7 day Election Period. In the event that the Sector or Member desires to purchase or
 17 lease the ACE, then the parties shall establish any necessary additional terms and conditions related
 18 to the transfer, including a schedule for payment, within a reasonable amount of time. If the Sector
 19 or Member has not elected to purchase or lease the ACE within the Election Period, then the
 20 Transferring Member is free to Transfer the ACE to the Transferee; provided that such Transfer is
 21 on the terms and conditions specified in the First Refusal Notice. If the proposed Transfer to the
 22 Sector or Member is not consummated within a reasonable amount of time after the close of the
 23 Election Period, then Transferring Member may Transfer the ACE upon complying again with all
 24 the provisions of this Section 2.09. All ACE transfers must also comply with Section 4.09 below,
 25 including those requirements for Board and GARFO approval.

26
 27 **Section 2.10. Release of Confidential Data.** Pursuant to section 402(b)(1)(F) of the Magnuson-
 28 Stevens Fishery Conservation and Management Act, 16 U.S.C §1881a(b)(1)(F), the undersigned
 29 hereby authorizes the release to the Manager, or designated sector employee(s), of the Maine Coast
 30 Community Sector of information that may be or is considered to be confidential or privileged by
 31 the Magnuson-Stevens Act or other federal law regarding the catch of various species of fish
 32 associated with the limited access Northeast multispecies permit with the Moratorium Right
 33 Identifiers (MRIs) enrolled in the sector submitted to the National Marine Fisheries Service that
 34 the undersigned has authority to access. This information includes data required to be submitted
 35 or collected by GARFO, on an individual MRI and/or aggregated scale, including but not limited
 36 to days-at-sea allocation and usage, vessel trip reports, dealer reports, Northeast Fisheries Observer
 37 Program data, catch and landings history data for all species harvested by the vessel/MRI, Sector
 38 at-sea monitoring data, protected species takes/interactions, enforcement data, vessel baseline data
 39 (length, horsepower, etc), VMS information, and all other information associated with the vessel,
 40 MRI #, and/or permit records. In addition, this information includes data for species not managed
 41 under the multispecies FMP.

42
 43 All confidential Sector data may be released to the Sector Manager, or designated sector
 44 employee(s). This statement applies to all confidential data for a two-year time period
 45 encompassing FYs 2019 and 2020.
 46

1 **Section 2.11. Code of Ethics and Conduct for Sector Members, Sector Manager, and Sector**
2 **Representatives:**

3 MCCS believes in and values:

4
5 Professional accountability and integrity:

6 Accepting responsibility for professional decisions and actions while fishing, attending
7 meetings, or engaged in projects as facilitated by MCCS. MCCS members and representatives will
8 deal fairly, honestly and in good faith with those they work and interact with.

9
10 Non-discrimination:

11 Approaching those you engage with respect and cultural sensitivity.

12
13 Members are to understand that each of these core values are to be considered when making ethical
14 and professional decisions in their capacity as sector members or representatives. These values are
15 of equal weight and importance.

16
17
18 **Article III. ADMINISTRATION**

19 **Section 3.01. Sector Manager.** The Board of Directors (the “Board”) of the Sector shall
20 appoint a manager of the Sector (the “Manager”), which Manager shall have the authority to
21 manage the day-to-day business of the Sector and to act as its designated agent for service of
22 process. Ben Martens of Brunswick, Maine, is the current agent for service of process and will
23 continue in that role.

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

35 **Section 3.03. Sector Weekly and Daily Catch Reports** The sector will submit required reports
36 using the format and procedure prescribed by GARFO. The Manager or Sector Data Analyst will
37 retain and maintain all sector data, paper and electronic, and shall, on a weekly basis, transmit to
38 GARFO catch reports providing data required by GARFO that includes, but are not limited to, (i)
39 catch data by cumulative live weight landings and discards by stock, statistical area, and status of
40 ACE for each of the stocks allocated to the Sector; (ii) administrative data including week ending
41 date, number of trips, gear used, submission date of report, and whether the record was new or
42 updated; (iii) observer data including data collected on an observed trip by a Northeast Fisheries
43 Observer Program Observer, and shall extrapolate that across the entire Sector (cumulative) in the
44 manner prescribed by GARFO; (iv) monitoring data including catch data collected on monitored
45 trips by independent, third-party catch monitors, with extrapolation across the entire Sector

1 (cumulative) in the manner prescribed by GARFO; (v) issues regarding data discrepancies, such
2 as outstanding catch records and any actions being taken to resolve such discrepancies, (vi) any
3 enforcement or compliance issues, including issues that were resolved or issues under investigation
4 (unless administrative only), and (vii) a list of vessels landing during the week, a summary of the
5 at sea monitoring effort that includes the vessels monitored, the date and location of monitoring,
6 and any discrepancies observed.

7
8 This information will be organized and contained in the following weekly reports:
9

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

27 The reporting frequency for the sector manager's ACE Status Report will be increased to daily
28 when 90% of any of the sector's ACEs is reached. The Sector Manager, or a designated
29 representative, must notify NOAA Fisheries immediately by email if the threshold that triggers
30 daily reporting has been reached. During the period when a sector has reached or exceeded 90%
31 of any of its ACEs, a daily ACE Status Report must be submitted only on a day when a member
32 vessel lands, or when the sector engages in an ACE transfer of a stock that is exceeding the 90%
33 threshold. The Manager shall include in such notice whether it intends to distribute the ACE
34 reserve, consistent with sections 4.03 and 4.04.
35

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

44 The Sector will submit all data quality issues through the GARFO JIRA issue tracking application
45 for research and correction.
46

1 Section 3.04. Annual Report. The Manager shall prepare and submit to the Council and
2 GARFO an annual year-end report on the fishing activities of its Members, including the harvest
3 levels of all species by Sector vessels (landings and discards by gear type), the number of sector
4 vessels that fished for regulated groundfish, and the permit and MRI numbers associated with those
5 vessels (except when this would violate protection of confidentiality), the number of vessels that
6 fished for other species, the method used to estimate discards, the landing ports used by Sector
7 vessels while landing regulated groundfish, any enforcement actions taken against the Members,
8 and other relevant information required by the Regional Administrator to evaluate the Sector's
9 performance, within 60 days of the end of the fishing year.

10
11 Section 3.05. Sector Board. For FY 2019 and 2020, the M CCS board of directors, officers, and
12 attorney are listed below. If the Sector Manager (Mary Hudson) cannot be reached GARFO may
13 contact Ben Martens or Gerry Cushman with any sector-related business. GARFO may receive
14 official communications on the sector's behalf from these same individuals.

15
16 M CCS Board of Directors:

- 17 1. Gerry Cushman
- 18 2. Bryan Bichrest
- 19 3. Joe Nickerson
- 20 4. Geoff Smith
- 21 5. Alex Todd
- 22 6. Brian Pearce
- 23 7. Randy Cushman

24
25
26 Section 3.06. Infractions. The Board shall oversee the handling of all infractions. The Board
27 shall ensure fair, consistent and appropriate enforcement of this Agreement, the Harvesting
28 Rules, the ACE (as hereinafter defined) requirements set forth on Exhibit B hereto, the Plan,
29 Amendment 16, and other Sector requirements as may be adopted under the terms of this
30 Agreement or the Sector's Bylaws. The Board is responsible for reviewing the "Schedule of
31 Penalties" attached as Exhibit A and shall either approve it or, if it determines appropriate, it
32 shall make changes to it. The Schedule of Penalties shall address any unauthorized fishing
33 activities (whether under applicable laws, rules and regulations or otherwise) and violations of
34 this Agreement, the Harvesting Rules, the ACE requirements, the Plan, Amendment 16, and
35 other Sector requirements as may be adopted under the terms of this Agreement or the Sector's
36 Bylaws. Such schedule of penalties may be based on reductions in ACE instead of or as an
37 alternative to dollars amounts. The Board shall review and approve any Schedule of Penalties
38 prior to the commencement of the fishing year for which such Schedule of Penalties has been
39 prepared. In addition, the Board shall have the authority to take any number of enforcement
40 measures against the Members for the non-payment of membership dues and/or poundage fees.
41 Such enforcement measures may include requesting expulsion of the violating Member under
42 Section 8.02 and issuing a stop fishing order against such Member.

43 Section 3.07. Procedures for Investigations. In addition to the Manager's authority described
44 in Section 3.02 hereof, the Manager may, on his own, and shall, at the request of the Board or a
45 Member, request that the Board conduct an investigation of possible infractions of the
46 Agreement, the Harvesting Rules, the Plan, Amendment 16, or other Sector requirements as may

1 be adopted under the terms of this Agreement or the Sector’s Bylaws, by calling a meeting of the
 2 Infractions Committee and presenting it with the information that is the basis for the Manager’s
 3 or Member’s opinion that an infraction occurred. The Board shall operate as a “blind”
 4 committee, such that the identity of the Member, Permit and/or Participating Vessel under
 5 consideration shall only be known to the Manager. The Board may assign a number of its
 6 members, which constitutes no more than 50% of the Board, to investigate the matter further and
 7 to recommend action, if any, to the full Board. Such committee member assignments shall be
 8 rotated. If, upon the conclusion of such investigation, the Board determines by an affirmative
 9 vote of a majority (51%) of its members that a violation of this Agreement, the Harvesting Rules,
 10 the Plan, Amendment 16, or other Sector requirements (as may be adopted under the terms of
 11 this Agreement or the Sector’s Bylaws) has occurred, it may, and is hereby given the authority to
 12 impose penalties consistent with those prescribed in the Schedule of Penalties, (ranging from
 13 letters of warning to fines or reductions in ACE, to stop fishing orders) or to recommend
 14 expulsion of the Member. The Board shall exercise all reasonable efforts to ensure that penalties
 15 and settlements are commensurate with the nature and extent of the violation, are designed to
 16 further the purposes of the Sector, Plan, and Amendment 16, and are uniform with those reached
 17 in similar circumstances. All appeals from such Board action shall be taken in accordance with
 18 Section 7.05 hereof. Each of the Members agrees to cooperate fully with the Manager and the
 19 Board in such investigations and procedures (including cooperation with any requests for
 20 information or data that may be made by the Manager or the Board).

21
 22 **Section 3.08. Sector Points of Contact.**

Sector Communications Contacts for Maine Coast Community Sector Fishing Year 2017 and 2018							
Name	Title	Responsibility	Email	Phone	Street Address	City/State	Zip
Mary Hudson	Sector Manager	Day-to-day sector operations, Weekly reports	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Gerry Cushman	Board Liaison	Board Contact (Emergencies Only)		[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

23
 24
 25 **Article IV. ALLOCATION AND HARVEST**

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

31
 32 Section 4.02. Annual Distribution, Consolidation, and Harvest. Each Member hereby

1 acknowledges and agrees that the aggregate allocation of Groundfish authorized by Amendment
 2 16 and GARFO to the Sector (“Sector ACE”) shall be harvested in accordance with the
 3 Harvesting Rules, which are set forth as Exhibit C hereto, and the provisions for allocation set
 4 forth in Exhibit B hereto. Consistent with Exhibit B, prior to the commencement of the Fishing
 5 Year, the Board shall make an initial distribution of the Sector’s ACE to members based on the
 6 Members’ fishing history (“Individual ACE”). After the initial allocation of ACE is made, and
 7 at any time during the fishing year, Members are free to transfer, lease, or sell any Individual
 8 ACE to any other Member consistent with Section 4.09. Members with or without ownership
 9 interests in multiple Permits may consolidate ACE to harvest from a single or fewer vessels,
 10 provided that the Manager is notified and consents to such transfer. See Section 5.10 for further
 11 discussion regarding redistribution of ACE, and Exhibit B and Table B.3 for further discussion
 12 regarding consolidation of ACE.

13
 14 Each Member agrees to, and agrees to cause its Participating Vessels to, exercise all commercially
 15 reasonable efforts to (i) assist in harvesting an amount of Groundfish equal to, but not greater than,
 16 the Sector ACE, as further set forth on Exhibit C, and (ii) to comply with all of the other Sector
 17 requirements set forth in Exhibit B and Exhibit C hereto. If at any time during the fishing year the
 18 Board determines that the Sector ACE may not be fully harvested, the Board shall, subject to the
 19 provisions of this Section 4.02, seek to redistribute the Sector ACE, through Individual ACE,
 20 monthly Sector ACE targets or otherwise, to ensure that the Sector ACE is fully harvested. In
 21 addition, to the extent that the Sector ACE is adjusted upward or downward after the
 22 commencement of any fishing year, whether by the authority of GARFO, by framework
 23 adjustment or by other regulatory action, the Board shall have the authority to redistribute the
 24 adjusted Sector ACE through adjustments to Individual ACE, monthly quotas, or otherwise, to
 25 ensure that the adjusted Sector ACE is properly harvested by the Members.

26
 27 **Section 4.03. Sector ACE Reserve.** Each Member agrees that the Board may, in its sole
 28 discretion, establish a reserve of each Groundfish species in order to ensure that the Sector
 29 remains in compliance with its Sector ACE limit; provided, however, that such reserve shall not
 30 exceed 10 percent (10%) of the Sector ACE. The amount of the reserve shall be deducted from
 31 the Sector ACE before such Sector ACE is distributed among the Members, their Permits and
 32 their Participating Vessels through Individual ACE, monthly quota targets, or otherwise.

33
 34 **Section 4.04. Distribution of Sector ACE Reserve.** If the Board, subsequent to the
 35 establishment of a reserve pursuant to Section 4.03 hereof, determines that the Sector ACE, as
 36 adjusted pursuant to Section 4.03, will be harvested by the Participating Vessels, the Board shall
 37 release and authorize the harvesting of the reserve by the Members. Such release and
 38 authorization shall be conducted in a manner consistent with all other requirements herein and
 39 any additional Board requirements approved as part of the authorization in order to ensure the
 40 Sector ACE is not exceeded.

41
 42 **Section 4.05. Research Reserve.** Each Member agrees that the Board may establish a reserve
 43 of ACE for each Groundfish species for purposes related to research. The terms and conditions
 44 for the distribution of ACE placed into the reserve shall be established through an agreement
 45 between the Board and the Member(s) electing to place ACE in the reserve. The amount of the
 46 reserve shall not exceed the ACE of such Member(s), their Permits, and their participating

1 Vessels, and shall be deducted from the Sector ACE before such Sector ACE is distributed
2 through Individual ACE or otherwise.

3
4 **Section 4.06. Distribution of Research Reserve.** The Board, subsequent to the establishment
5 of a Research Reserve pursuant to Section 4.05 hereof, shall release and authorize the harvesting
6 of the Research Reserve by the Members as specified in the agreement(s) establishing such
7 reserve. Such release and authorization shall be conducted in a manner, consistent with this plan,
8 that continues to ensure the Sector ACE is not exceeded.

9
10 **Section 4.07. Monitoring Costs Reserve.** Each Member agrees that the Board may establish a
11 reserve of ACE for each groundfish species for purposes related to monitoring costs. The terms
12 and conditions for the distribution of ACE placed into the reserve shall be established through an
13 agreement between the Board and the Member(s) electing to place ACE in the reserve. The amount
14 of the reserve shall not exceed the ACE of such Member(s), their Permits, and their participating
15 Vessels, and shall be deducted from the Sector ACE before such Sector ACE is distributed through
16 Individual ACE or otherwise.

17
18 **Section 4.08. Fishing History in Sector.** The Members agree that any fishing history, which is
19 accumulated or established using the Individual ACE attributed to a Member's Permit while it is
20 participating in the Sector (the "Sector History"), shall be attributed to such Member's Permit,
21 and not to any other permits. The Members further agree that any future allocations of
22 Groundfish made within the Sector shall be based on the fishing history of the Members' Permits
23 that is accumulated during the relevant Qualifying Period.

24
25 **Section 4.09. Non-Prejudicial.** It is the intent of the Members that the allocation of ACE to any
26 Member's Permit related to the Qualifying Period, derived from reports to GARFO prior to
27 joining the Sector, shall not be diminished or penalized as a result of participation in the Sector
28 in lieu of participation in the multispecies DAS program.

29
30 **Section 4.10. ACE Transfer/Carryover.** The Sector may carry up to 10 percent of its unused
31 ACE forward into the next fishing year unless a different threshold is established by GARFO.
32 Participating Vessels and/or Permits may transfer Individual ACE to other Participating Vessels
33 and/or Permits, or otherwise pool or redistribute Individual ACE, provided that the Manager is
34 notified and consents to such transfer.

35
36 There is no limit on the amount of ACE that can be transferred between Sectors. This exchange
37 can occur at any time during the fishing year and up to 2 weeks into the following fishing year.
38 Members must notify the Manager prior to requesting a transfer of ACE to another Sector and such
39 request must be approved by the Board prior to the Sector transmitting the ACE transfer request
40 to GARFO. The transfer does not become effective until approved by GARFO and both Sectors
41 are notified.

42
43 Since ACE transfers may take place after fishing has commenced and it will not be clear whether
44 sectors are able to balance overages by acquiring ACE until all transfers have been processed, the
45 Sector recognizes that GARFO will hold 20 percent of the Sector ACE for each stock in reserve
46 until 61 days after the beginning of the fishing year in order to ensure that sectors will have

1 sufficient ACE to balance overages from the previous year.

2
3 **Section 4.11. ACE Overages.** Any Sector ACE overage that is not accounted for through a
4 subsequent ACE transfer will be considered a violation of the Plan and regulations. GARFO may
5 hold Members and the Sector jointly and severally liable for such overage as indicated in Article
6 VII below. If the Sector or a Member exceeds its or their allocation, the overage will be deducted
7 the following year on a pound for pound basis, after accounting for any transfers. A permanent
8 reduction in Sector ACE will follow any vessels that leave the Sector.

9
10 The Harvest Rules, Exhibit C, show how the Sector plans to avoid exceeding its ACE, along with
11 actions to be taken should the ACE be exceeded. Overage penalties are identified in the schedule
12 of penalties (Exhibit A). GARFO will withhold 20 percent of the Sector ACE at the beginning of
13 the fishing year for a period of 61 days to allow time to process any end-of-year transfers of ACE
14 and to determine whether any reductions in ACE are necessary due to overage in the previous year.

15
16 If an overage occurs and a vessel(s) leaves the Sector but the remaining vessels have enough ACE
17 to cover the overage deduction, the impacts on departing Members will be determined by the
18 Infractions Committee and Board.

19
20 If an overage occurs and the Sector disbands completely each permit will receive a percentage
21 reduction in DAS equal to the maximum percentage overage of the Sector (e.g. The Sector goes
22 over by 5% on stock A and 10% on stock B, therefore each permit receives a 10% DAS reduction).

23
24 If a vessel causes a Sector ACE overage, leaves the Sector, and there is insufficient ACE in year
25 3 to cover the year 2 overage, consistent with Amendment 16 there will be a pound-for-pound
26 penalty applied to that permit in the new Sector or a percentage DAS reduction if the Member
27 joins the Common Pool.

28
29 **Section 4.12 Non-target Fisheries.** The MCCS will undertake measures to avoid or minimize
30 catching groundfish in non-groundfish fisheries participated in by sector vessels by adhering to all
31 monitoring and reporting requirements, using gear that minimizes groundfish bycatch such as
32 nordmore grates and topless trawls in the shrimp fishery, and adjusting its fishing patterns (time
33 and area restrictions) or its gear at the request of the Sector Manager if groundfish catch approaches
34 either an individual's or the Sector's ACE. If at any point an individual or the Sector does not
35 have ACE available and groundfish catch cannot be avoided in a non-groundfish fishery for which
36 there is not a separate sub-ACL of groundfish, then its vessels shall not participate in such fisheries.

37
38 **Article V. ADDITIONAL MEMBERSHIP REQUIREMENTS, RESTRICTIONS, AND**
39 **EXEMPTIONS**

40 **Section 5.01. Letters of Authorization and Proof of Sector Membership.** Upon approval,
41 each sector vessel will be issued a Letter of Authorization (LOA) specifying the exemptions
42 granted. Vessels must comply with all applicable regulations stipulated in the LOA and all
43 applicable Federal regulations and laws not specifically exempted in the LOA. Each Member
44 agrees that its Participating Vessel(s) shall maintain on-board at all times while fishing for
45 groundfish a LOA from GARFO verifying such Participating Vessels' participation in the
46 Sector, contact information for the Sector Manager, and a copy of the Operations Plan and

1 Agreement in effect for the current fishing year.

2

3 Section 5.02. Gear Restrictions. While the primary gears used by Participating Vessels will be
4 otter trawls, sink gillnets, and automatic electric jigging machines there is some history of use of
5 other gear including traps, demersal long lines and handlines. The MCCA is authorized to use
6 any gear allowed by regulations including automated hook, jigs, handlines, Scottish seines, beam
7 trawls, or pots.

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

12 Section 5.04. Area Declarations. For the purpose of providing the Sector and its Manager with
13 a greater understanding of the fishing patterns conducted by their members, the following reporting
14 requirements have been crafted and adopted by the Sector in collaboration with **all** Northeast
15 Groundfish Sectors in the region. These provisions afford Sectors an administrative tool to track
16 fishing activity west of the 70:15. The implementation of the following requirements is
17 conditioned on the adoption of all Northeast Groundfish Sectors in their FY 2019 Operations Plans.
18 In the event this provision is not adopted by all Northeast Groundfish Sectors the specifications
19 below will not be implemented by this Sector.

20

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

23

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

26

27 When an Observer/Monitor is NOT onboard.

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

32

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

36

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

42

43 Section 5.05. Operators. Each Member agrees to ensure that any operators of its Participating
44 Vessels fully comply with the obligations and restrictions set forth in this Agreement. Each
45 Member further agrees to accept responsibility hereunder for the actions of any such operators

1 that result in a violation of this Agreement.

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

- 6
- 7 1. Portland Harbor, Portland, ME
- 8 2. Port Clyde Harbor, Port Clyde ME (Remote)
- 9 3. Cape Porpoise Harbor, Kennebunkport, ME (Remote)
- 10 4. Kennebunkport Harbor, Kennebunkport, ME (Remote)
- 11 5. Sebasco Harbor, Phippsburg, ME (Remote)
- 12 6. Boothbay Harbor, Boothbay Harbor ME (Remote)
- 13 7. Cundys Harbor, Harpswell, ME (Remote)
- 14 8. Camp Ellis, Saco, ME (Remote)
- 15 9. South Briston, ME (Remote)
- 16 10. Five Islands, ME (Remote)
- 17 11. Bass Harbor, ME (Remote)
- 18 12. Gloucester Harbor, Gloucester, MA (Remote)
- 19 13. Saco, ME (Remote)
- 20 14. Portsmouth, NH (Remote)

21

22 **Section 5.07. Landing Port Exceptions.** Landings in ports other than those listed in Section
23 5.06 are permitted on a temporary, case-by-case basis, subject to prior approval of the Manager;
24 provided, that the Manager determines that the excepted landing will not impair effective
25 enforcement and monitoring of the Sector and this Agreement. Such exceptions may be granted
26 at the discretion of the Manager with GARFO OLE approval of the issue prompting the
27 exemption request. Exemptions may be granted due to weather, safety concerns, equipment
28 malfunction, or family emergency. For the purposes of this paragraph, landing port exceptions
29 that are of a significant or prolonged nature, would include, but not be limited to, more than two
30 exceptions per month for a vessel, or if the timeframe for any such exception is greater than two
31 days.

32

33 **Section 5.08. Advanced Notice of Offloading.** Consistent with the requirements of Section
34 6.01, vessels shall notify the Sector Manager through the vessel’s Vessel Monitoring System
35 (VMS) or other means prior to landing, Consistent with Exhibit G, each Participating Vessel
36 operator must send a trip start hail and a trip end hail six hours before arrival, or immediately
37 upon leaving the fishing grounds if fishing ends less than six before landing. An alternative
38 timing for the trip end hail may be implemented during the 2018 fishing year if agreed upon by
39 the sector, sector monitoring provider, and GARFO. Vessels shall provide location and
40 approximate time of landing, and estimation of pounds to be landed. The trip end hail will be
41 sent upon completion of the last tow with required information.

42

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

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Universal Exemptions:

- Exemption from groundfish DAS requirements, including DAS reductions, differential groundfish DAS counting, the 3/15 rule for gillnets, and 24-hour DAS counting.
- Exemption from trip limits on stocks for which a sector receives an allocation, except for the following:
 - Halibut: Trip limit would continue to be one fish per trip
 - No vessel, whether in the Common Pool or in any sector, would be allowed to possess any windowpane flounder (both stocks), ocean pout, or wolffish on board at any time. When caught, these species must be discarded.
- Exemption from 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.
- The Gulf of Maine Cod Protection Closures IV and V.
- Exemption from the requirement to use 6.5-inch mesh in the codend in haddock separator trawl/Ruhle trawl when targeting haddock in the Georges Bank Regulated Mesh Area to use 6-inch mesh in the codend.
- Exemption from all or a portion of ASM coverage if the vessel is fishing with extra-large mesh gillnets (10-inch or greater mesh) exclusively in Inshore GB or SNE.

Exemptions Previously Approved for FY 2017/2018

The final rule approving sectors for FY 2010 (75 Fed. Reg. 18113 (April 9, 2010)) approved several additional exemptions for certain sectors. As directed by GARFO, although these exemptions were approved for FY 2010, 2011, 2012, 2013, 2014, 2015, 2016, 2017 and 2018 sectors wanting these exemptions for FYs 2019-2020 must again include these exemption requests in their FYs 2019-2020 operations plans, but do not need to provide a supporting justification for these exemptions as GARFO will use the same information from 2010-2018. The FY 2010-2018 exemptions requested by the MCCS for FYs 2019-2020 are as follows:

- 120-day block requirement out of the fishery for day gillnet vessels
 - This measure was implemented in 1997 under FW 20 (62 FR 15381, April 1, 1997) to help ensure that management measures for Day gillnet vessels were comparable to effort controls placed on other fishing gear types (the proposed rule for this action erroneously stated that this action had been implemented in 1996 under Amendment 7). Regulations at § 648.82(j)(1)(ii) require that each NE multispecies gillnet vessel declared into the Day gillnet category declare and take 120 days out of the non-exempt gillnet fishery. Each period of time taken must be a minimum of 7 consecutive days, and at least 21 of the 120 days must be taken between June 1 and September 30. This measure was designed to control fishing effort and, therefore, is no longer necessary for sectors because sectors are restricted to an ACE for each groundfish stock, which limits overall fishing mortality. Because sector vessels are prohibited from discarding all legal-sized allocated fish when on a sector trip, and are restricted by their ACE, vessels will likely fish more selectively, which in turn, can increase each vessel’s catch per unit of effort (CPUE) and reduce the

1 number of days that fixed gear is in the water. Similarly, protected species (such as
 2 harbor porpoise and humpback whales) may benefit from less fishing effort and
 3 fewer gear days.

- 4 • 20-day spawning block out of the fishery required for all vessels
 - 5 ○ Regulations at § 648.82(g) require vessels to declare out and be out of the NE
 6 multispecies DAS program for a 20-day period each calendar year between March
 7 1 and May 31, when spawning of cod is most prevalent in the GOM. While this
 8 measure was designed to reduce fishing effort on spawning fish stocks, sector
 9 vessels will utilize an ACE to restrict their fishing mortality. Undersized fish caught
 10 by sector vessels cannot be kept and, additionally, the catch will count against the
 11 sector’s ACE. This creates a strong incentive for sectors to avoid catching
 12 undersized fish. In addition, there are minimal temporal and spatial restrictions
 13 associated with this regulation, and allowing vessel owners to select any 20-day
 14 period out of the fishery does not necessarily prevent them from harvesting
 15 spawning fish.
 - 16
 - 17 • Prohibition on a vessel hauling another vessel’s gillnet gear
 - 18 ○ This exemption allows one vessel to hauling another vessel’s gillnet gear (§§
 19 648.14(k)(6)(ii)(A) and 648.84). These sectors argued that the regulations
 20 pertaining to gear-marking controls, setting, and hauling responsibilities are no
 21 longer necessary, because the sector would be confined to an ACE for each stock,
 22 and that “community” fixed gear would allow vessel owners greater flexibility. In
 23 addition, the sectors argued that shared fixed-gear fishing effort could potentially
 24 reduce the amount of gillnet gear in the water and minimize the use of gear to
 25 “hold” additional bottom ground. Sectors specify in their Operations Plans that all
 26 vessels participating in community fixed gear will be held jointly liable for any
 27 violations associated with that gear. An LOA issued to the sector vessels that
 28 qualify for this exemption will specify the tagging provisions to ensure it is an
 29 enforceable provision.

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

- 35 • DAS Leasing Program Length and Horsepower Restrictions
 - 36 ○ While Amendment 16 exempts sector vessels from the requirement to use NE
 37 multispecies DAS to harvest groundfish, some sector vessels will still need to use
 38 NE multispecies DAS under specific circumstances; for example, when fishing for
 39 monkfish. This is an exemption from the FAD Leasing Program length and
 40 horsepower restrictions. Sector ACCEs eliminate the need to use vessel
 41 characteristics to control fishing effort and that removal of this restriction would
 42 allow sector vessels more flexibility. Leasing under this exemption is without

1 regard to baseline characteristics and only occurs between vessels of the same
 2 sector or vessels of any other sector that is also granted this exemption.

- 3 • Limits on the number of hooks that can be fished
 - 4 ○ This is an exemption from the number of hooks that a vessel may fish on a given
 - 5 fishing trip. This measure, which was initially implemented through an interim
 - 6 action (67 FR 50292, August 1, 2002) and made permanent through Amendment
 - 7 13, was designed to control fishing effort and, therefore, is no longer necessary
 - 8 because the sector is confined to an ACE for each stock, which restricts fishing
 - 9 mortality. Current regulations (§648.80) prohibit vessels from fishing or possessing
 - 10 more than 2,000 rigged hooks in the GOM RMA, more than 3,600 rigged hooks in
 - 11 the GB RMA, more than 2,000 rigged hooks in the SNE RMA, or more than 4,500
 - 12 rigged hooks in the MA RMA. The potential for gear interactions between protected
 - 13 resources and longline/hook gear is much lower than the interaction potential from
 - 14 bottom trawl or gillnet gear. In addition, the use of longline/ hook gear minimizes
 - 15 fishing impacts on benthic habitat.
- 16 • Limits on the number of sink gillnets for Day gillnet vessels in GB, SNE, and MA RMAs
 - 17 ○ Day gillnet vessels using this exemption in these areas may fish up to 150
 - 18 roundfish or flatfish nets, but may not exceed 150 nets total. Vessels must tag
 - 19 both roundfish gillnets and flatfish gillnets with one tag per net.
 - 20 ○ This exemption does not apply in the GOM RMA. Day gillnet vessels in the
 - 21 GOM RMA are restricted to 100 gillnets (of which no more than 50 can be
 - 22 roundfish gillnets). Roundfish gillnets must be tagged with two tags per net,
 - 23 while flatfish gillnets can be marked with one tag per net.
- 24 • Limits on the number of gillnets may be hauled on GB when fishing under a Groundfish
- 25 DAS and Monkfish DAS
 - 26 ○ This is an exemption from the number of gillnets (50) that may be hauled while
 - 27 fishing on a groundfish and monkfish DAS on GB.
- 28 • Prohibition on discarding

29
 30
 31
 32 *Exemptions Approved for FY 2016/2017*

- 33
- 34
- 35 • Minimum codend mesh size for directed redfish trips:

36 This exemption allows a sector vessel to fish for Acadian redfish in the designated Redfish

37 Exemption Area, described below, using nets with codend mesh no smaller than 5.5 inches.

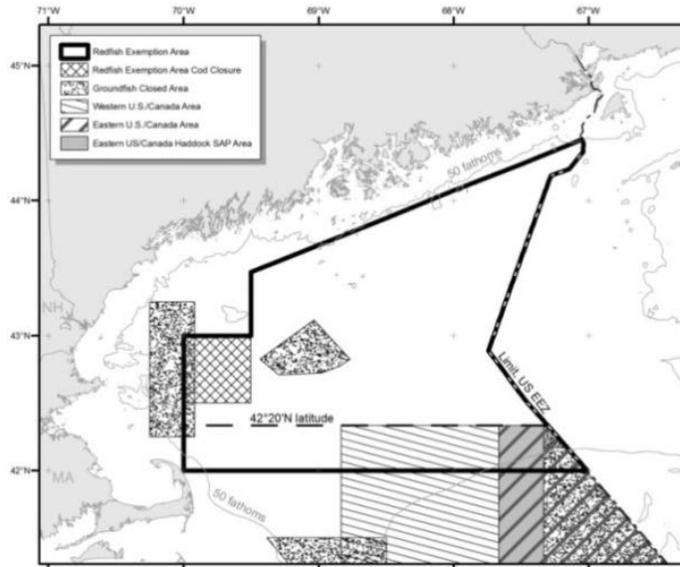
38 When fishing inside the Redfish Exemption Area all other restrictions applicable to trawl nets

39 still apply. In order to use this exemption, a vessel must strictly adhere to the following

40 conditions and restrictions:

41

- 1 1. The vessel must declare its trip in PTNS under standard requirements, there is no
2 additional at-sea monitoring coverage required above the target coverage level for the
3 sectors (i.e., ~15% in fishing year 2018).
4
- 5 2. Prior to leaving the dock, the vessel must declare its intent to use the redfish exemption
6 on the trip through the VMS trip start hail by checking the box “Redfish Trip” under
7 sector exemptions.
8
- 9 3. The vessel must submit a Multispecies Catch Report through its VMS system, each day
10 for the **entire trip**, including Parts 1 and 2 of the trip as described below, even if the
11 vessel has declared the exemption, but does not target redfish. The vessel must submit
12 Multispecies Catch Reports through VMS in 24-hr intervals for each day of the fishing
13 trip. The report must be submitted by 0900 hr (9:00 a.m.) on the date following the date
14 the fish were caught. The report must provide a good faith estimate of the amount each
15 regulated species caught on each day of the trip.
16
- 17 4. In accordance with the restriction stated herein, the vessel may use a codend with 5.5-
18 inch mesh and greater within the Redfish Exemption Area. The northern boundary
19 ensures that the exemption is used in deeper water (i.e., greater than 50 fathoms).
20 Vessels cannot use the exemption in the “cod closure” (block 131) during February and
21 March.
22



23
24 The Redfish Exemption Area is bounded on the east by the U.S.-Canada Maritime
25 Boundary, and bounded on the north, west, and south by the following coordinates,
26 connected by straight lines in the order listed:
27

Point	N. Lat.	W. Long.
A	44°27.25'	67°02.75'
B	44°16.25'	67°30.00'
C	44°04.50'	68°00.00'
D	43°52.25'	68°30.00'

E	43°40.25'	69°00.00'
F	43°28.25'	69°30.00'
G	43°00.00'	69°30.00'
H	43°00.00'	70°00.00'
I	42°00.00'	70°00.00'
J	42°00.00'	67°00.63' ¹

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

Due to concerns about GOM cod, block 131 is closed for February and March. The area is bounded on the east, north, west, and south by the following coordinates, connected by straight lines in the order listed:

Point	N. Lat.	W. Long.
G	43°00.00'	69°30.00'
H	43°00.00'	70°00.00'
K	42°30.00'	70°00.00'
L	42°30.00'	69°30.00'
G	43°00.00'	69°30.00'

5. During a Redfish Exemption Trip, any codend that is only authorized on a Redfish Exemption Trip must be stowed below deck and can only be retrieved after completing the requirements identified in paragraph 8 below.

Part 1 of Redfish Exemption Trip

6. When a vessel declares a “Redfish Trip” via VMS, it may fish outside the Redfish Exemption Area during Part 1 of the Redfish Exemption Trip in accordance with otherwise applicable regulations and sector exemptions. However, fishing outside of the Redfish Exemption Area first is optional. A vessel may choose to immediately transit to the Redfish Exemption Area and begin fishing.
7. Any catch thresholds do not apply for Part 1 of the trip.

Part 2 of Redfish Exemption Trip: Switching Codends

8. When the vessel plans to target redfish, it must travel to the Redfish Exemption Area. Once the vessel is in the Redfish Exemption Area, immediately before switching codends, it must send a Multispecies Catch Report via VMS. This report is in addition to the daily Multispecies Catch Reports that are required when utilizing this exemption. The Multispecies Catch Report a vessel must send before switching codends must provide a good faith estimate of all fish caught by the vessel that day between 12:01 AM and the time of the report, and must fill out Step 5 indicating that it intends to use the exemption immediately after sending the report. After the vessel is in the Redfish Exemption Area and submits the required catch report, it may retrieve the 5.5-inch mesh codend from below deck and begin using it. The vessel may use a 5.5-inch mesh codend (or greater) for the remainder of the trip in Redfish Exemption Area.

- 1 9. Once a vessel sends the Multispecies Catch Report via VMS indicating that it is
2 switching to the smaller mesh codend (Step 5), it is prohibited from fishing outside the
3 Redfish Exemption Area.
4
- 5 10. The vessel must submit a final Multispecies Catch Report, in addition to other required
6 Multispecies Catch Reports, and a Trip End Hail via VMS once it stops fishing and
7 begins its return to port.
8
9

10 **Summary Of All Redfish Exemption Trip Reporting Requirements**

- 11
- 12 1. Submit a trip start hail declaring a redfish trip
- 13 2. Submit VTRs when switching chart area, gear, and/or mesh size.
- 14 3. Submit daily catch reports of all kept fish by 9 AM the following day.
- 15 4. Send a catch report of all kept fish since 12:01 AM of that day, with Step 5 completed.
- 16 5. Submit a final catch report and Trip End Hail at the end of the trip.
17

18 **Monitoring Catch Thresholds**

19

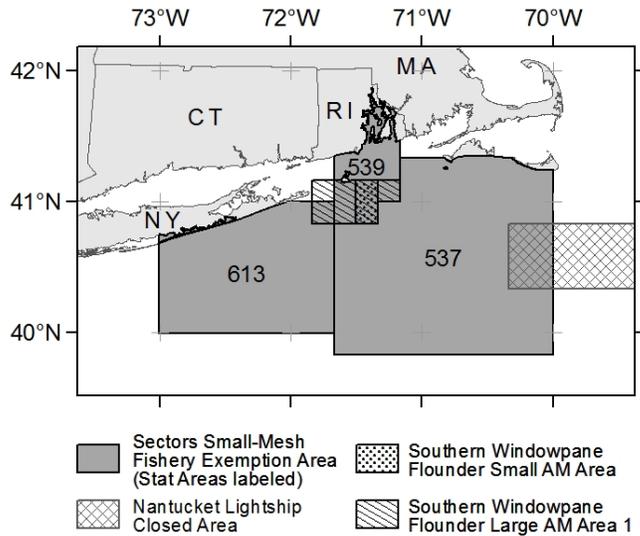
20 For all trips declaring the redfish exemption and targeting redfish under Part 2 of the trip, at least
21 50% of the total groundfish kept must be redfish. For observed trips (NEFOP/ASM) declaring
22 the redfish exemption and targeting redfish under Part 2 of the trip, total groundfish discards
23 (including redfish) may not exceed 5% of all kept fish. If after at least one month, it is
24 determined that the sector is not meeting one of these two thresholds, NMFS will notify the
25 sector and be given 30 days to modify fishing behavior in order to meet both thresholds. NMFS
26 retains the authority to rescind the exemption if either threshold is not being met.
27

28 **16 Prohibition on combining small-mesh exempted fishery and sector trips**

29

30 The exemption applies to sector trips only and is intended to allow a vessel to catch small-mesh
31 species after targeting groundfish. Under this exemption, a sector vessel must fish with trawl
32 nets that meet current regulatory requirements and sector exemptions during the first part of the
33 trip, but may switch to modified small-mesh gear for the second portion of the trip. The small-
34 mesh portion of the trip must be fished in the Sector Small-Mesh Fishery Exemption Area,
35 described below, and must use the modified small-mesh gear described below. A vessel may
36 land whiting, longfin squid, mackerel, herring and other species permitted for retention in small-
37 mesh exempted fisheries, provided the vessel still meets the requirements of those fisheries. For
38 more information on small-mesh fishery exemptions and permitted species see:
39 https://www.greateratlantic.fisheries.noaa.gov/regs/infodocs/small_mesh_exemption.pdf.

40 Vessels may not fish the small-mesh portion of their trip using this exemption in Southern
41 Windowpane Accountability Measure Areas, where they overlap with the exemption area.



1
 2 As shown above, the Sector Small-Mesh Fishery Exemption Area is comprised of Statistical
 3 Areas 537, 539, and 613, and is defined as the waters bounded by the following points,
 4 connected in the order listed by rhumb lines, except where otherwise noted:
 5

POINT	W LONGITUDE	N LATITUDE	NOTE
A	70° 00'	41° 14.45'	(1)
B	70° 00'	39° 50'	
C	71° 40'	39° 50'	
D	71° 40'	40° 00'	
E	73° 00'	40° 00'	
F	73° 00'	40° 44.9'	(2)(3)
G	72° 1.8'	41° 00'	(3)(4)
H	71° 40'	41° 00'	
I	71° 40'	41° 21'	(5)(6)
J	71° 10'	41° 28.3'	(6)(7)
K	71° 10'	41° 20'	
L	70° 49.5'	41° 20'	(8)(9)
M	70° 26.96'	41° 21.05'	(9)(10)
N	70° 18.82'	41° 20.14'	(11)(12)
O	70° 18.30'	41° 19.76'	(12)(13)
P	70° 16.65'	41° 18.73'	(14)(15)
Q	70° 15.31'	41° 17.32'	(15)(16)
R	70° 14'	41° 17'	(17)(18)
A	70° 00'	41° 14.45'	(18)(1)

6
 7 (1) Point A represents the intersection of 70°00'W longitude and the south coast of Nantucket,
 8 MA
 9 (2) Point F represents the intersection of 73°00'W longitude and the south coast of mainland
 10 Long Island, NY

- 1 (3) From Point F to Point G along the south coast of mainland Long Island, New York (inclusive
2 of bays)
3 (4) Point G represents the intersection of 41°00'N latitude and the southeast coast of Long Island,
4 NY
5 (5) Point I represents the intersection of 71°40'W longitude and the coast of Rhode Island
6 (6) From Point I to J along the coast of Rhode Island, inclusive of Narraganset Bay
7 (7) Point J represents the intersection of 71°10'W longitude and the coast of Rhode Island
8 (8) Point L represents the intersection of 41°20'N latitude and the west coast of Martha's
9 Vineyard, MA
10 (9) From Point L to Point M along the south coast of Martha's Vineyard
11 (10) Point M represents Wasque Point, Martha's Vineyard, MA
12 (11) Point N represents the west coast of Muskeget Island, Nantucket, MA
13 (12) From Point N to Point O along the southwest coast of Muskeget Island, Nantucket, MA
14 (13) Point O represents the south coast of Muskeget Island, Nantucket, MA
15 (14) Point P represents the northwest coast of Tuckernuck Island, Nantucket, MA
16 (15) From Point P to Point Q along the southwest coast of Tuckernuck Island, Nantucket, MA
17 (16) Point Q represents Smith Point on the southwest coast of Tuckernuck Island, Nantucket,
18 MA
19 (17) Point R represents Esther Island, Nantucket, MA
20 (18) From Point R back to Point A along the south coast of Nantucket, MA

21

22 **The modified small mesh gear must contain either:**

23

- 24 • A drop chain sweep with a minimum drop of 12 inches (30.48 cm) in length, with a 24-
25 inch headrope setback; or
- 26 • a large mesh belly panel with a minimum mesh size of 32 inches (81.28 cm), with the
27 meshes hung on the half (a hanging ratio of 2:1); or
- 28 • an excluder grate secured forward of the codend with an outlet hole forward of the grate
29 with bar spacing of no more than 1.97 inches (5.00 cm) wide.

30

31 **In order to use this exemption, the following additional conditions and restrictions apply:**

32

- 33 1. Prior to leaving the dock, the vessel must declare a small-mesh trip through the VMS trip
34 start hail by checking the box next to “Other Exemption (when directed by NMFS)”
35 under sector exemptions.
- 36 2. A vessel declaring this exemption must render its small-mesh gear not available for
37 immediate use, as defined by 50 C.F.R. § 648.2, when using large-mesh gear during the
38 first portion of the trip.
- 39 3. Upon completing the large-mesh portion of the trip, the vessel must submit a
40 Multispecies Catch Report via VMS with a good faith estimate of all catch on board and
41 indicate that it intends to fish with smaller mesh (i.e. with Step 5 completed).
- 42 4. The date-time stamp of the Multispecies Catch Report indicates to Enforcement that the
43 vessel is now in the second portion of the trip and is prohibited from redeploying its
44 large-mesh gear.
- 45 5. Following submission of the Multispecies Catch Report, the vessel may deploy its
46 modified small mesh gear in the areas described above and is prohibited from fishing

1 outside of the small mesh exemption area. All other applicable regulations apply to this
2 portion of the trip.

- 3 6. No fishing may occur under this exemption in areas overlapping the Southern
4 Windowpane Flounder Accountability Measure Areas, regardless of whether or not
5 accountability measures have been triggered.
- 6 7. The vessel must comply with the remaining requirements of a sector trip, including the
7 submission of VTRs, a trip end hail, and a final Multispecies Catch Report.
- 8 8. A vessel fishing with this exemption must retain and land all legal-sized groundfish on
9 both the regulated mesh and small-mesh portions of the trip.

10
11 17 Requirement to Fish Exclusively with 10-inch, or Larger, mesh gillnets to Target Dogfish on
12 Groundfish Trips Excluded from At-Sea Monitoring (ASM) Coverage

13
14 Sector trips fishing with extra-large mesh gillnets (10 inches or greater) exclusively in the
15 Southern New England/Mid-Atlantic and Inshore GB Broad Stock Areas are not subject to ASM.
16 This exemption allows a sector vessel on these non-ASM sector groundfish trips to also target
17 dogfish using 6.5-inch mesh gillnet gear within the footprint and season of either the Nantucket
18 Shoals Dogfish Exemption Area (June 1 through October 15), the Eastern Area of the Cape Cod
19 Spiny Dogfish Exemption Area (June 1 through December 31), or the Southern New England
20 Dogfish Gillnet Exemption Area (May 1 through October 31). The vessel must submit a vessel
21 trip report (VTR) to document catch on the extra-large mesh portion of the trip, and a separate
22 VTR for the portion of the trip in which the vessel deploys 6.5-inch mesh gillnet gear within the
23 footprint and season of the existing dogfish exempted areas. The following requirements apply:

24
25 In order to use this exemption, the following additional conditions and restrictions apply:

- 26
27 1. The vessel must declare its trip into the Pre-Trip Notification System consistent with
28 current requirements.
- 29
30 2. The vessel must declare its trip in the Vessel Monitoring System (VMS) consistent with
31 current requirements, including the intention to use gillnet gear and fish entirely within
32 the SNE/MA and/or Inshore GB BSAs.
- 33
34 3. Prior to leaving the dock, the vessel must also send a Multispecies Trip Start Hail through
35 the VMS and check the box next to “Extra Large Mesh Gillnet in SNE and/or IGB
36 option” under sector exemptions.
- 37
38 4. The vessel may only fish with gillnets with meshes that are 10 inches or greater during
39 the first portion of the trip, and must complete a VTR for that portion of the trip before
40 deploying 6.5 inch mesh gillnet gear.
- 41
42 5. Upon completing the extra-large mesh portion of the trip, the vessel must submit a
43 Multispecies Catch Report via VMS with a good faith estimate of all catch on board and
44 with Step 5 completed.
- 45

- 1 6. The date-time stamp of the Multispecies Catch Report indicates to Enforcement that the
2 vessel is now in the second portion of the trip and is prohibited from redeploying its
3 large-mesh gear.
4
- 5 7. Following submission of the Multispecies Catch Report, the vessel may deploy 6.5-inch
6 mesh gillnet gear exclusively within the footprint and season of the existing dogfish
7 exempted areas (listed above).
8
- 9 8. The vessel must comply with the remaining requirements of a sector trip, including the
10 submission of VTRs, a trip end hail, and a final Multispecies Catch Report.
11
- 12 9. A vessel fishing with this exemption must retain and land all legal-sized groundfish on
13 both the extra-large mesh and regulated mesh portions of the trip.
14

15 18 VMS requirement for Handgear A vessels fishing in a single broad stock area (BSA)
16

17 All vessels on a sector trip must carry an operational VMS unit. This exemption allows
18 Handgear A permitted vessels to fish in a single BSA on a sector trip without carrying a VMS.
19 This exemption does not waive requirements to carry or report using a VMS unit when fishing in
20 multiple BSA's, in the U.S/Canada Management Areas, or under any other requirements
21 associated with using other sector exemptions or participating in Special Access Programs.
22

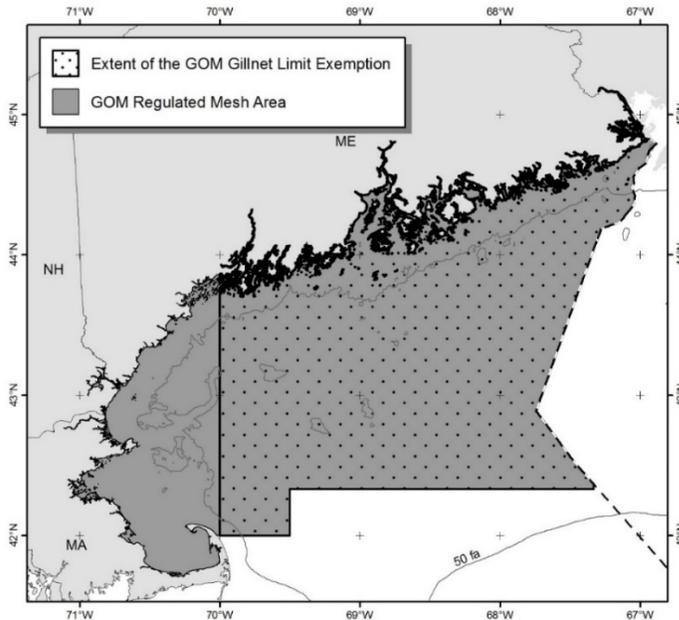
23 In order to use this exemption, the following conditions and restrictions apply:
24

- 25 1. The vessel must declare its trip into the Pre-Trip Notification System at least 48 hours
26 before sailing, and carry an observer or at-sea monitor (ASM) if selected, consistent with
27 current requirements.
28
- 29 2. The vessel must declare a trip start, prior to sailing, using the Interactive Voice System
30 (IVR).
31
- 32 3. Upon completion of fishing, or at the earliest opportunity prior to returning to port, the
33 vessel must declare a trip end using IVR. The vessel may not land regulated species prior
34 to declaring its trip end in IVR.
35
- 36 4. Prior to landing the vessel must complete (and if possible submit) a Vessel Trip Report
37 (VTR).
38

39 19 Day gillnet limit in the Gulf of Maine
40

41 Day gillnet vessels may fish above the limit of 100 gillnets [specified in § 648.80
42 (a)(3)(iv)(B)(2)], up to 150 nets total. Any nets above the existing 100-net limit must have a
43 minimum mesh size of 10.0 inches (25.4 cm) and must be fished east of 70 degrees West
44 longitude. Vessels are limited to no more than 50 roundfish gillnets. Vessels must comply with
45 the net tagging requirements at § 648.80(a)(3)(iv)(B)(4), which requires roundfish gillnets to be
46 tagged with two tags per net, while flatfish gillnets may be marked with one tag per net; all

1 gillnets fished must be tagged..



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- Sampling Exemption

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

19 *This exemption was utilized by six boats within MCCA in FY2014 for a project exploring new*
 20 *technology for electronic at-sea observer coverage. It is likely that approximately 200 trips will*
 21 *use this exemption this fishing year. The Maine Coast Community Sector is working on a project*
 22 *in collaboration with four other groundfish sectors, two NGO partners and GARFO staff towards*
 23 *an operational electronic monitoring program. If approved, MCCA proposes to use electronic*
 24 *video monitoring (EM) as the primary component of its monitoring program as a replacement for*
 25 *the At-Sea Monitoring Program (ASM), continuing through FY 2019 and 2020. This EM program*
 26 *would serve to supplement the existing Northeast Fisheries Observer Program (NEFOP) and*
 27 *would meet regulatory compliance requirements. If members of the public are interested in*
 28 *learning more about our efforts to implement EM in our sector, please be in touch with the Sector*

1 *Manager. For more information about our EM project, please see the project Exempted Fishing*
2 *Permit which is included in the document of this Plan as Exhibit I.*

3
4
5 **Section 5.10. Potential Redirection of Effort.**

6
7 During FY 2017 and 2018, the Maine Coast sector experienced a redistribution of effort out of
8 groundfish and into other fisheries. Over the past two fishing seasons some MCCA fishermen
9 shifted all or a portion of their business to:

- 10 ○ Lobster
- 11 ○ Scallop
- 12 ○ Bluefin tuna
- 13 ○ Menhaden
- 14 ○ Monkfish

15
16 This is largely due to increasing constraints on GOM cod and American plaice quotas. Because of
17 these constraints, many MCCA fishermen are looking for other avenues to survive considering cuts
18 they will be facing next year.

19
20 During FY 2019 and 2020, the Maine Coast sector anticipates that the redirection of effort from
21 groundfish to the above-stated fisheries will continue to impact the sector. Although we have seen
22 some fishermen return, or at least express interest in getting back into groundfish, overhead costs
23 are prohibitive, and the retention and/or return of fishermen into the groundfish fishery will
24 partially depend on our ability to obtain more permits and affordable quota.

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

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

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

2 **Section 6.01. Sector Hails/Reporting.** Consistent with Exhibit G, each Participating Vessel
3 operator must send a trip start hail when required by GARFO and a trip end hail six hours before
4 arrival, or immediately upon leaving the fishing grounds if fishing ends less than six before
5 landing. An alternative timing for the trip end hail may be implemented during the 2019 and 2020
6 fishing years if agreed upon by the sector, sector monitoring provider, and GARFO.
7

8 A vessel must submit a trip-start hail report prior to departing port at the beginning of each trip
9 notifying the sector manager. The trip start hail will be sent as an email through VMS to the sector
10 manager and/or GARFO. The message will contain:

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

22
23 The trip end hail will also be sent as an email through VMS to the sector manager. The message
24 will contain:

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

37
38 In accordance with and defined by Amendment 16, all Sector vessels will also be required to make
39 a declaration to GARFO via VMS prior to departing port identifying whether they intend to fish
40 in one broad reporting area or multiple reporting areas. Vessels that fish in multiple areas will be
41 required to provide additional daily reports to GARFO as required by Amendment 16.
42

43 For trips less than 6 hours in length or occurring within 6 hours of port, the estimated time of
44 arrival to port must be provided in the trip start hail. The trip end hail will be sent upon completion

1 of the last tow with required updated information. An alternative timing for the trip end hail may
2 be implemented during FYs 2019-2020 if agreed upon by the sector, the monitoring provider, and
3 GARFO.

4
5 The sector will submit required reports using the format and procedure prescribed by GARFO.

6
7 **Section 6.02. Participating Vessel Catch Reports.** To enable each Member and the Sector to
8 monitor the Members' compliance with this Agreement, each Member agrees to report each of
9 its Participating Vessels' entire catch by species on a landing-by-landing basis, by providing the
10 Manager with a copy of the official Vessel Trip Report, Electronic Vessel Trip Report (EVTR),
11 or other reporting document authorized by GARFO within 24 hours of offloading retained catch
12 or prior to departing on a subsequent trip, whichever occurs first, in the form and manner
13 prescribed by the Manager. Vessels will either submit an electronic VTR or a paper VTR. As
14 provided in Section 3.05, the sector manager will retain and maintain all sector data, including
15 records of all paper and electronic VTRs. All trips, even those that have no landings, that take
16 place while declared in the multispecies fishery *must* be accompanied by a paper or electronic
17 VTR.

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

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

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

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

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

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

7 The Maine Coast Community Sector will participate in the Northeast Fisheries Observer Program
8 (NEFOP) and the NMFS-designed at-sea monitoring (ASM) program. Any additional coverage
9 beyond the NMFS designed At-Sea Monitoring program will not be allowed to replace or interfere
10 with either the coverage of NEFOP or the NMFS-designed ASM program The Sector manager
11 will maintain a database of all catch data, including but not limited to VTR, dealer, monitor, and
12 observer data. The Sector will use the NMFS-designed ASM program. GARFO will provide the
13 Sector with data from NEFOP and ASM program. Please see exhibit G for a more detailed
14 description of the NMFS-designed At-Sea Monitoring program.
15

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

18
19 **Section 6.08 Pre-trip Notification.** The designated ports for departure are identified in section
20 5.05. GARFO will continue to operate the Pre-trip Notification System (PTNS) to make selection
21 for NEFOP (NMFS funded program) and ASM (Industry funded program). For the pre-trip at sea
22 monitoring notification, the Sector Vessels will notify NEFOP a minimum of 48 hours prior to
23 deployment and shall occur via a telephone call or online. Day boats may notify NEFOP for all
24 trips up to 10 days in advance. The Vendor is required to be capable of taking telephone calls 24hrs
25 per day, 7 days per week. Once the Vendor receives notice of a trip, they shall notify the Sector
26 Manager, NEFOP and OLE via electronic mail or telephone whether or not they are assigning a
27 monitor to the trip selected by PTNS. Exhibit H provides further details of related protocols.

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

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

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

43 **Section 6.12 Electronic Reporting:** The sector manager will work with GARFO, EM partners,

1 and participating EM fishermen to create approved vessel monitoring plans and submit EM data
2 in a timely manner. Also participating vessels will operate under one of two EFPs, and follow
3 vessels fishing and reporting protocols. EM partners and the sector manager will work with
4 fishermen to ensure proper fish handling and data reporting throughout the fishing year.

5
6 **Article VII. ENFORCEMENT**

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

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

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

- 1 • Section 6.04. **Catch Verification**
- 2 • Article VII. **ENFORCEMENT (Except Section 7.03.)**
- 3 • Article VIII. **EXPULSION OF MEMBERS**
- 4 • Article IX. **TERM/TERMINATION**
- 5 • Article X. **MISCELLANEOUS**

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

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

26
27
28 **Section 7.04. Penalties for Violations.** Any penalties that are imposed upon a Member by the
29 Sector pursuant to the terms of this Agreement shall be in addition to, and not in lieu of, any
30 other potential state or federal penalty that may be imposed upon such Member.

31
32 **Section 7.05. Appeal from Infractions Committee Decision.** If the Infractions Committee (i)
33 has determined, pursuant to the procedures set forth in Section 3.04 hereof, that a Member has
34 violated this Agreement or (ii) makes any other determination with respect to a Member under
35 this Agreement (including, specifically, without limitation Section 5.03 hereof), such violating
36 Member shall have five business days following the date of notice of the Infractions
37 Committee’s determination to request reconsideration of the enforcement or other action and/or
38 propose an alternative form of penalty. Such request shall be made in writing and shall be
39 addressed to the Board. The Board may, in its sole discretion, grant or deny any request for
40 reconsideration and may, in its sole discretion, approve or disapprove any alternative form of
41 penalty; provided, that the Board shall exercise all reasonable efforts to ensure that penalties and
42 settlements are commensurate with the nature and extent of the violation, are designed to further
43 the purposes of the Sector, Plan, and Amendment 16, and are consistent with those reached in
44 similar circumstances.

45
46 **Section 7.06. Penalties and Attorneys’ Fees.** Penalties for any violations of this Agreement

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

11
12 **Section 7.07. Application of Penalties, Fines and Damages.** All penalties, fines and/or other
13 damages paid to the Sector shall, first, be applied to the cost of enforcement of such violations
14 and, second, any remaining amounts shall be applied to the costs and expenses of the
15 administration, management and preservation of the Sector. Any funds remaining after the
16 application of the foregoing sentence shall be used to further research into efficient management
17 of groundfish stocks for the benefit of the resource and those that harvest the resource; provided
18 that any such use of funds shall comply with all applicable laws, including the provisions of the
19 Internal Revenue Code, as amended, that may apply to the Sector from time to time.

20
21 **Section 7.08. Dispute Procedures.** Notwithstanding the provisions of Section 7.01 hereof, prior
22 to instituting any litigation or other dispute resolution, the parties shall follow any applicable
23 procedures set forth in this Agreement, including specifically Sections 3.04, 6.04, and 7.03, for
24 the resolution of such dispute. Any litigation taken with respect to any dispute that arises in
25 connection with this Agreement shall be taken in the federal district court in Maine or, if said
26 court does not have jurisdiction, in such courts in the State of Maine that do have jurisdiction.

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

30 **Section 7.10. Indemnification.** Each party that violates this Agreement (the "Indemnitor")
31 hereby severally agrees to indemnify, defend and hold harmless the other parties hereto (each, an
32 "Indemnatee") in respect of their respective Losses; provided, that such Losses result or arise
33 from a third party claim or governmental proceeding brought against or involving the
34 Indemnatee, which is based on or relates to such Indemnitor's (or its Permits', its Participating
35 Vessels' or such Participating Vessels operators', if different from such Indemnitor) (i) violation
36 of applicable laws, rules or federal fishery regulations or (ii) breach of any covenant, agreement
37 or obligation contained in this Agreement, the Harvesting Rules or other Sector requirements as
38 may be adopted under the terms of this Agreement or the Sector's Bylaws. The indemnification
39 obligations of the parties hereto shall be several and not joint and several. For the purposes of
40 this Section 7.10, "Losses" shall mean any and all claims, liabilities, obligations, judgments,
41 liens, injunctions, charges, orders, decrees, rulings, damages, dues, assessments, taxes, losses,
42 fines, penalties, expenses, fees, costs, amounts paid in settlement (including reasonable
43 attorneys' and witness fees and disbursements in connection with investigating, defending or
44 settling any action or threatened action) arising out of any claim, complaint, demand, cause of
45 action, action, suit or other proceeding asserted or initiated or otherwise existing. The

1 obligations under this Section 7.10 shall survive the termination of this Agreement and the
2 expulsion of any Member pursuant to Article VIII.

3

4 **Article VIII. EXPULSION OF MEMBERS**

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

13

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

29

30 **Article IX. TERM/TERMINATION**

31 This Agreement takes effect upon the approval hereof by the Regional Administrator in accordance
32 with 50 CFR Part 648.87 and terminates on the last day of the 2018 fishing year (which occurs in
33 April 2019) (the "Term"). The Term of this Agreement may be extended by the written consent
34 of the Members. Such written consent to extend the Term of this Agreement shall be given 20
35 calendar days in advance of the date by which the Sector's Operations Plan and Agreement for the
36 upcoming fishing year must be submitted to GARFO. Notwithstanding the foregoing, if GARFO
37 shall not approve the Sector's Operations Plan and Agreement, as the same may be amended, for
38 any fishing year during the Term or any extension thereof, then this Agreement shall terminate on
39 the last day of the last fishing year for which the Sector's Operations Plan and Agreement shall
40 have received approval from GARFO.

41

42 **Article X. MISCELLANEOUS**

43 Section 10.01. **Entire Agreement.** This Agreement, including the Exhibits hereto, the Schedule

1 of Penalties and any other documents incorporated by reference herein, constitutes the entire
2 agreement among the parties and supersedes any prior understandings, agreements, or
3 representations by or among the parties, written or oral, to the extent they related in any way to
4 the subject matter hereof.

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

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

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

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

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

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

40 Section 10.08. Amendments and Waivers. No amendment of any provision of this Agreement

1 shall be valid unless the same shall be in writing and signed by each of the Members.

2 Section 10.09. Severability. Any term or provision of this Agreement that is held invalid or
3 unenforceable in any situation shall not affect the validity or enforceability of the remaining
4 terms and provisions hereof or the validity or enforceability of the offending term or provision in
5 any other situation.

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

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

11

1 IN WITNESS WHEREOF, the undersigned party has executed the Maine Coast
2 Community Sector Operations Plan and Agreement for Fishing Year 2019 and 2020, as of the date
3 written above with the understanding that membership is binding for one fishing year and will be
4 established with a follow up contract for FY 2019.

5
6 Pursuant to section 402(b)(1)(F) of the Magnuson-Stevens Fishery Conservation and Management
7 Act, 16 U.S.C §1881a(b)(1)(F), the undersigned hereby authorizes the release to the manager, or
8 designated sector employee(s) of the Maine Coast Community Groundfish Sector of information
9 that may be or is considered to be confidential or privileged by the Magnuson-Stevens Act or other
10 federal law regarding the catch of all species (both federal and state managed) associated with the
11 Moratorium Right Identifiers (MRIs) enrolled in the sector submitted to the National Marine
12 Fisheries Service that the undersigned has authority to access. This information includes data
13 required to be submitted or collected by GARFO, on an individual MRI and/or aggregated scale,
14 including but not limited to days-at-sea allocation and usage, vessel trip reports, dealer reports,
15 Northeast Federal Observer Program data, catch and landings history data for all species harvested
16 by the vessel/MRI, Sector at-sea monitoring data, protected species takes/interactions,
17 enforcement data, vessel baseline data (length, horsepower, etc), VMS information, and all other
18 information associated with the vessel, MRI #, and/or permit records. In addition, this information
19 includes data for species not managed under the multispecies FMP.

20
21 In addition to the Sector Manager, the Executive Director may be allowed access to this data for
22 specific projects as approved by the Sector Manager.

23
24 **The electronic copy of the signatures is attached in a separate file**

25
26 Signature: _____

27 Name/Company: _____

28 MRI #: _____

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

30
31 Signature: _____

32 Name/Company: _____

33 MRI #: _____

34
35 Signature: _____

36 Name/Company: _____

37 MRI #: _____

1
2
3
4
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6

EXHIBIT A

Maine Coast Community Groundfish Sector Penalty Schedule			
VIOLATION	FIRST*	SECOND*	THIRD*
VIOLATIONS REGARDING THE INDUSTRY-FUNDED AT-SEA MONITORING PROGRAM, REPORTING, DOCUMENTATION, EXEMPTION PERMIT REQUIREMENTS			
Violations including but not limited to: interference with or intimidation of monitor, monitor refusal, failure to pay ASM fees, noncompliance with cancellation policy, or interference with vessel selection.	Up to \$100 (and/or stop fishing order)	\$100-\$500 (and/or stop fishing order)	\$500+ (and/or stop fishing order)
VIOLATIONS REGARDING PERMITS, REPORTING, DOCUMENTATION, EXEMPTION PERMIT REQUIREMENTS			
Violations including but not limited to: late or non-reporting; Discarding of legal sized fish.	Up to \$100 (and/or stop fishing order)	\$100-\$500 (and/or stop fishing order)	\$500- (and/or stop fishing order)
Violations including but not limited to: providing false statements or supporting documentation on applications or reports to the Sector; failure to comply with a permit condition/ restriction/ letter of authorization or exemption issued by the Sector; failure to notify Manager of intent to leave Sector by the December 1 preceding the start of the next fishing year; providing false statements; failure to participate in the Sector Catch Monitoring Program; interfering with onboard data collectors; or failing to comply with VMS/DAS requirements. NOTE: While technical and	Up to \$5,000 (and/or stop fishing order)	\$5,000-\$15,000 (and/or stop fishing order)	\$20,000- (and/or stop fishing order)

<p>minor violations may result in a letter of warning, due to the critical importance of timely and accurate reporting it is likely that even first time reporting violations will result in a penalty.</p>			
<p>VIOLATIONS REGARDING TIME AND AREA RESTRICTIONS</p>			
<p>Violations including, but not limited to: exemption areas, closed fisheries, closed seasons, restricted gear/management areas and ACE violations.</p>	<p>Up to \$50,000 (stop fishing order for 30 days)</p>	<p>\$50,000-\$100,000 (unable to fish for the remainder of the fishing year)</p>	<p>Expulsion</p>

1

VIOLATIONS THAT PLACE THE SECTOR AGREEMENT AT RISK			
Violations including but not limited to a violation of a stop order, fishing in a closed area, transfer of fish from a non-sector vessel to a sector vessel, transferring fish to a non-Sector vessel (including a non-Sector vessel owned or operated by a Permit holder), subverting the reporting requirements (misappropriating landings) or any other action which could cause the authorized M CCS allocation to be in violation of its agreement.	Up to \$50,000 (loss of fishing rights for 365 days)	Expulsion	
VIOLATIONS REGARDING MEMBERSHIP COMMITMENT			
Violation of 50 CFR Part 48 or failing to remain in the Sector for the Commitment Period (i.e., breach of Section 2.03 of the Agreement).	\$10,000	N/A	N/A

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

1 **EXHIBIT B**

2
3 **SECTOR AND INDIVIDUAL ACE ALLOCATION**

4 **Fishing Year 2019**

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

6
7 As determined in Groundfish Amendment 16, “Sector ACE” will be based on the landings history
8 of each permit brought into the Sector for the time period FY1996-FY2006 (the “Potential Sector
9 Contribution” or “PSC”). The Sector ACE, therefore, is the sum of all of the individual permit
10 ACE’s brought into the Sector. As determined by MCCS Members, the initial individual
11 allocation of the Sector ACE to its Members will be equal to each Member’s individual Potential
12 Sector Contribution, and is referred to as an “Individual ACE”. Individual ACE allocations will
13 be received and maintained by each individual Member and the Sector Manager. The ACE,
14 allocated by GARFO to MCCS for FY 2019 & FY 2020 will be available in the Northeast
15 Multispecies Fisheries Sector Operations Plans and Contracts and Allocation of Northeast
16 Multispecies Annual Catch Entitlement Final Rule as published by GARFO.

17
18 As indicated in section 4.09 and Exhibit C, ACE may be pooled or transferred within the Sector.
19 In addition, transfers of ACE between Sectors must also be authorized by GARFO. The Members
20 of the MCCS are all smaller-scale fishermen from coastal Maine, an area that has already
21 experienced substantial consolidation. Nonetheless, there may be some redistribution of ACE
22 within the Sector.

23
24
25
26 **Consolidation and Redistribution of ACE**

27
28
29 In FY 2018, 21% of the permits enrolled in the Maine Coast Community Sector for FY 2017 and
30 2018 are attached to vessels actively fishing for NE multispecies. For FY 2019 and 2020, the
31 Maine Coast Community Sector has 66 permits currently enrolled. Of those permits 16 are
32 anticipated to actively fish for NE multispecies in FY 2019 and 2020.

33
34 While these numbers may change, the Maine Coast Sector expects that there will be no change
35 from the consolidation that previously occurred among the members beginning in FY 2014. The
36 member permits that are not attached to active NE multispecies vessels in FYs 2019 and 2020 are
37 the same permits that did not fish in FYs 2014, 2015, 2016, 2017, and 2018. In most cases, a
38 member who owns multiple permits fished the ACE of all those permits on fewer hulls and will
39 now continue to fish the ACE contributed by all those permits on fewer hulls resulting in little
40 additional consolidation.

1 **EXHIBIT C**

2
3 **HARVESTING RULES**

4 **Fishing Years 2019 and 2020**

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

6

7 The Members and the Participating Vessels of the Sector agree to be legally bound to follow the
8 Harvesting Rules for the fishing year 2019 and 2020 as described herein notwithstanding those
9 rules and regulations applicable to Common Pool multispecies vessels.

10 **QUOTA MONITORING**

11

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

15

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

19

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

28

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

31

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

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

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

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

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

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

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

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

43 10. Full Retention of Legal-Size Groundfish: All legal size Groundfish harvested during any
44 fishing operation must be retained and counted against the Sector and Individual ACE, unless
45 otherwise accounted for through a sub-ACL, except that ocean pout, northern windowpane

1 flounder, southern windowpane flounder, Atlantic wolfish and southern New England winter
2 flounder shall not be retained, and there will be a 1 fish per trip limit on Atlantic halibut, as required
3 by Amendment 16 and its implementing regulations.

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

7 **ADMINISTRATIVE**

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

12
13 **Manager Authority.** The Manager shall have the authority to monitor the activities of the
14 Members and the Participating Vessels and to take other similar actions as may be necessary to
15 ensure compliance by the Members and their Permits and Participating Vessels with Sector
16 requirements and bylaws, as well as applicable laws, rules and regulations

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

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

25
26 **Length of Commitment.** Each Member hereby agrees to cause each of its Permits and the
27 related Participating Vessels enrolled in the Sector at the beginning of the fishing year following
28 the date on which such Member enrolled in the Sector to remain enrolled in the Sector for that
29 entire (one) fishing year. For more details on the membership commitment please see section
30 2.03 of the Sector Operations Plan and Agreement.

31
32 **Right of First Refusal.** To the extent that a Member sells, leases or transfers its Permit or
33 Allocation to another individual or entity outside of the sector in compliance with section 2.04 of
34 the Sector Operations Plan the Maine Coast Community Sector and Sector Members shall have
35 seven (7) days to execute a right of first refusal. For an allocation lease, the right of first refusal
36 will be executed at the agreed upon price by letting the Sector Manager know of the intent to
37 pick up that right of first refusal. For a sale of a permit outside of the sector, the right of first
38 refusal begins once the sector manager receives a bonafide offer from the purchaser. Please see
39 section 2.08 and 2.09 of the Sector Operations Plan and Agreement for more details on the right
40 of first refusal.

41

1 **Section 2.06. Membership Dues.** The Sector may, to the extent necessary for the payment of
2 the costs and expenses associated with the administration and management of the Sector
3 (including the payment of the Manager’s salary or at sea monitoring costs), require payment by
4 the Members of annual membership dues and/or poundage fees. Such annual membership dues
5 and/or poundage fees shall be fixed by resolution of the Board on a fair and equitable basis prior
6 to the commencement of the applicable fishing year or at such other time as the Board may deem
7 necessary or appropriate. For fishing year 2019 dues will be paid in the form of poundage fees of
8 2% landings value on all groundfish landed and 5% fee on all allocation leased outside the
9 sector.

10
11 **GEAR REQUIREMENTS**

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

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

24
25 14. Spawning Block Exemption: If approved by GARFO, Participating Vessels are not required to
26 comply with the 20-day spawning block (March–May) requirement. Participating Vessels must
27 continue to comply with all other applicable spawning season restrictions not specifically noted as
28 exempted herein, in accordance with the groundfish FMP and GARFO regulations.

29
30 15. Day Gillnet Limit Exemption: If approved by GARFO, Participating Vessels are not required
31 to adhere to the regulatory limitation on the number of gillnets for day gillnet vessels. A sector
32 vessel may fish up to 150 roundfish or flatfish nets in any of the RMAs, not to exceed 150 nets
33 total, and must tag both roundfish and flatfish nets with one tag per net and is subject to net
34 restrictions as specified by GARFO in its Letter of Authorization. In block 124 and 125 in May
35 and blocks 132 and 133 in June may be fished with only 100 nets.

36
37 16. Gear Hauling Exemption: If approved by GARFO, Participating Vessels may haul another
38 vessel’s gillnet gear.

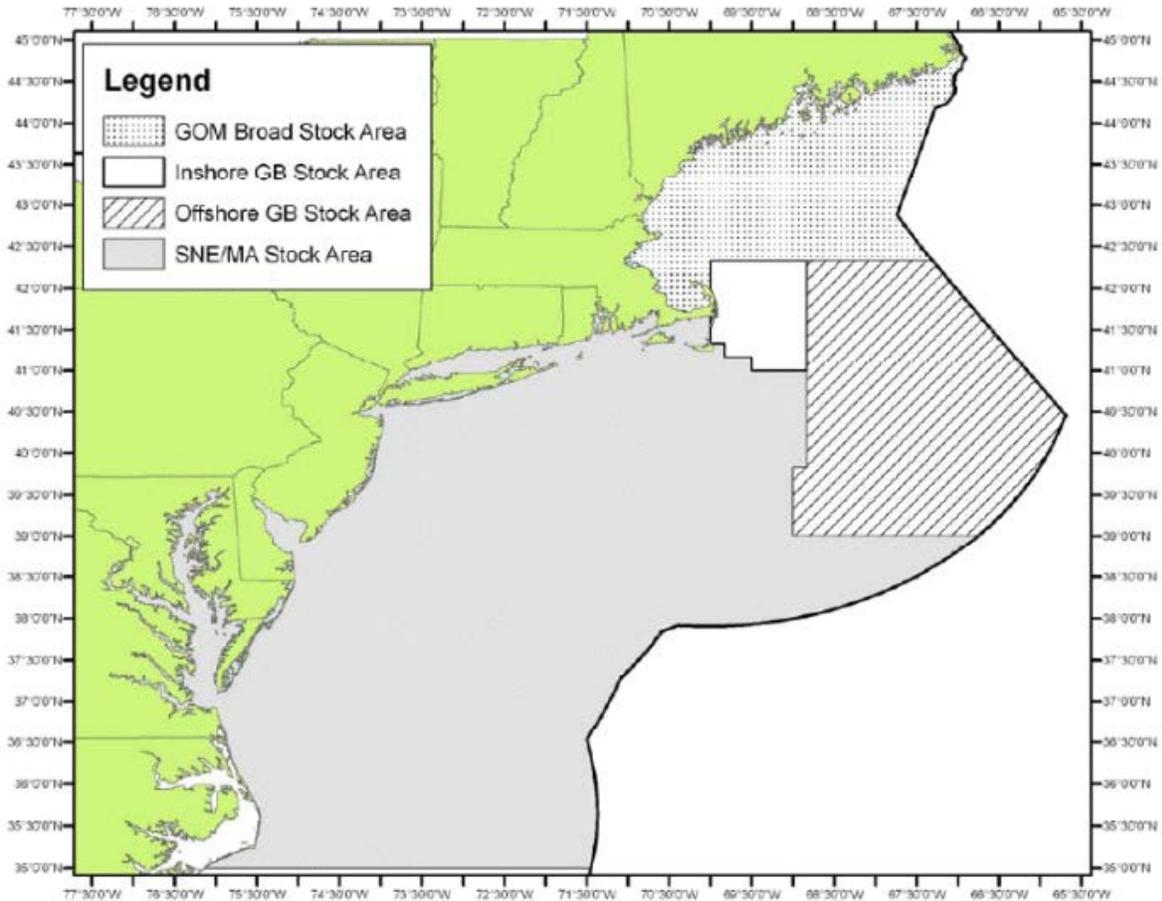
39
40 17. Hook Limitation Exemption: If approved by GARFO, Participating Vessels are not required
41 to adhere to the regulatory limitation on the number of hooks that may be fished.

42
43 18. Operating Area: Participating vessels are restricted to fishing in the Gulf of Maine Regulated

1 Mesh Area or Georges Banks, Inshore Georges Bank Stock Area, and the Offshore Georges Bank
2 Stock Area when using fishing gear capable of catching any regulated species managed under the
3 Groundfish Plan. The geographic boundaries of the management area are, shown in the chart
4 below.

5
6

New England Groundfish Stock Areas



7
8
9

MONITORING

10 **Area Declarations.** For the purpose of these Harvesting Rules, Broad Stock Area (BSA) 1—West
11 of 70:15 to the shoreline North to the Maine Coast and South to Cape Cod is to be defined as
12 **Inshore GOM.** For the 2019 and 2020 fishing season the following declarations must be made
13 before fishing. For more details of this rule, please see EXHIBIT H to this document.

14

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

17

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

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

5
6 If the vessel declares more than one Broad Stock Area on a trip, the vessel is prohibited from
7 conducting fishing activity West of the 70:15 in the area described in Section 5.04. as the Inshore
8 GOM.

9
10 **Monitoring**

11 Dockside: The Maine Cost Community Sector will not be participating in a dockside monitoring
12 program for the fishing year 2019 and 2020.

13
14 At Sea Monitoring Program:
15 See at sea monitoring description in Exhibit G.

16 Electronic Monitoring
17 See Exhibit I

18

1 **EXHIBIT D**

2
3 **MAINE COAST COMMUNITY SECTOR MEMBERS' PERMITS AND VESSELS**

4 The following table includes all Federal and state permits held by persons participating in the
5 sector, and indicates whether each permit is enrolled and will actively fish in a sector, or will be
6 subject to the provisions of the common pool.
7

Sector Name	MRI	Vessel Permit No.	Vessel Name	Vessel Owner
Maine Coast Community Sector	5	148076	RAY OF HOPE	Bryan Bichrest
Maine Coast Community Sector	16	114846	MARIE ANN	Craig Durant
Maine Coast Community Sector	49	220149	ANNE MARIE	Russell Daggett
Maine Coast Community Sector	78	152120	GRACELYN JANE	Brian Pearce
Maine Coast Community Sector	87	220989	HANNAH RUTH	Scott Carter
Maine Coast Community Sector	97	221740	HAYLEY ANN	Joe Nickerson
Maine Coast Community Sector	112	242567	CAPT'N LEE	Justin Libby
Maine Coast Community Sector	122	242753	Mallary Sky	Tad Miller
Maine Coast	130	212165	FREE BIRD	Brian Durant

Community Sector				
Maine Coast Community Sector	163	149741	ROYAL AMERICAN	Kelo Pinkham
Maine Coast Community Sector	164	223592	PROVIDENCE	Willis Spear
Maine Coast Community Sector	192	232006	KATIE & SARAH	Robert Eugley, Jr.
Maine Coast Community Sector	196	150946	JETHRO	Troy Bichrest
Maine Coast Community Sector	207	149180	Ruby Claire	TNC
Maine Coast Community Sector	222	240081	NORTH STAR	Vincent Balzano
Maine Coast Community Sector	235	240143	MISTY MAE	Donald Paulsen
Maine Coast Community Sector	241	150423	Hunky Dory	Terry Alexander
Maine Coast Community Sector	268	233869	BUG CATCHA	Gerry Cushman
Maine Coast Community Sector	276	240423	MEGALTAY	Todd Watts

Maine Coast Community Sector	283	240548	Miss Whitney	Scott McGuire
Maine Coast Community Sector	286	240636	HIGH ROLLER	Steve Benner
Maine Coast Community Sector	290	152345	Flying Dutchman	Eben Nieuwkerk
Maine Coast Community Sector	338	131009	Mr Baxter	Mark Bichrest
Maine Coast Community Sector	383	250387	ELLA CHRISTINE	Randy Cushman
Maine Coast Community Sector	402		BAD PENNY	Island Institute
Maine Coast Community Sector	411	150006	Water Tender	Dennis Robillard
Maine Coast Community Sector	417	321079	Delia D	TNC
Maine Coast Community Sector	419		GENERATION	Gerry Cushman
Maine Coast Community Sector	429	231459	Julie Ann	Tad Miller
Maine Coast Community Sector	431		LUKE AND GRACE	David Horner

Maine Coast Community Sector	455	151328	PEARLY BAKER	TNC
Maine Coast Community Sector	461	150572	THREES ENOUGH	Bryan/Troy Bichrest
Maine Coast Community Sector	522	150880		Patrick Shepard
Maine Coast Community Sector	530	149504	Phillis	Mark Bichrest
Maine Coast Community Sector	557	118724	Rachel T	Terry Alexander
Maine Coast Community Sector	569	150350	Joly	Terry Alexander
Maine Coast Community Sector	670	330448	Jennifer & Emily	Mark Bichrest
Maine Coast Community Sector	747		Evangeline	TNC
Maine Coast Community Sector	851	128672	Night Owl	Mark Bichrest
Maine Coast Community Sector	913	330708	THE JOCKA	Terry Alexander
Maine Coast Community Sector	1028	410574	RUTH & PAT	Mark Bichrest

Maine Coast Community Sector	1156	150287	Francis Dawn	Mark Bichrest
Maine Coast Community Sector	1227	223371	Rose Corey	Greg Decesare
Maine Coast Community Sector	1256	223471	SEA SPRAY II	John Daggett
Maine Coast Community Sector	1257	149637	Valerie	TNC
Maine Coast Community Sector	1441	233812	ROBYN ELIZABETH	Roger Allard
Maine Coast Community Sector	1445	221941	SHANNON DAWN	Preston Carter
Maine Coast Community Sector	1446	250907	CAROL ANN	Gary Hatch
Maine Coast Community Sector	1474	250558	VIOLA LEE	TNC
Maine Coast Community Sector	1522	211239	Rueby	William Chaprales
Maine Coast Community Sector	1570	232910	Sherm & Jake	Maynard Brewer
Maine Coast Community Sector	1578	149582	Julie Ann II	Dennis Robillard

Maine Coast Community Sector	1642	151706	ELLA O	Tad Miller
Maine Coast Community Sector	1653	241615	November Gale	Joe Leask
Maine Coast Community Sector	1663	231803	Lookout	Russell Brewer
Maine Coast Community Sector	1686	148069	AVA & LAURA	Brian Kelley
Maine Coast Community Sector	1768	148049	Perfect C's	Michael Pratt
Maine Coast Community Sector	1801	150886	DELILAH JONES	Island Institute
Maine Coast Community Sector	1809	242848	JACOB AND JOSHUA	Alexander Todd
Maine Coast Community Sector	1815	242777	PAMELA GRACE	Troy Bichrest
Maine Coast Community Sector	1823	139950	PRETENDER	Mitch Nunan
Maine Coast Community Sector	1835	140344	THERESA IRENE III	Tom Casamassa
Maine Coast Community Sector	1864	114793	ENDEAVOR	Dale Martel

Maine Coast Community Sector	1887			TNC
Maine Coast Community Sector	1905	123544	Excaliber	Fred Backman
Maine Coast Community Sector	1957	152172	JULIE ANN III	Dennis Robillard
Maine Coast Community Sector	1973	150020		Patrick Shepard
Maine Coast Community Sector	2029	233758	Bampy	Ralph Pratt
Maine Coast Community Sector	2040	410100	WESTERN SEA	Glenn Robbins
Maine Coast Community Sector	2052	242609	AMANDA ELIZABETH	Gary Hawkes
Maine Coast Community Sector	2055	151622	Peggy O	TNC
Maine Coast Community Sector	2168	152390	Eleanor J	John Mitchell
Maine Coast Community Sector	2188	147517	HANNAH JO	Knoep Nieuwkerk
Maine Coast Community Sector	2204		HAVEN LYN	Bryan Bichrest

Maine Coast Community Sector	2229	138096	Lady Rebecca	Joe Letourneau
Maine Coast Community Sector	2237	149493	CUTTER	Knoep Nieuwkerk
Maine Coast Community Sector	2260	233726	Alanea Mae	Robert Bichrest
Maine Coast Community Sector	2273	220363	SARAH GALE	Russell Daggett
Maine Coast Community Sector	2341	242844	SAFE HAVEN	Bryan Bichrest
Maine Coast Community Sector	2392	221064	Lauren Lindsay	Angus Crosby
Maine Coast Community Sector	2404	152100	CINDY LOU	Knoep Nieuwkerk
Maine Coast Community Sector	2453	118724	Rachel T	Terry Alexander
Maine Coast Community Sector	2465	152208	Brittany Lynn	Geordie King
Maine Coast Community Sector	4160	221579		Greg Decesare
Maine Coast Community Sector	48003	152452	Figment	Keper Connell

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EXHIBIT F

**OWNERSHIP INTERESTS
OF AT LEAST THREE VESSELS**

[Provided in Attachment F]

Table 1 Sector Information

Summary of Maine Coast Community Sector and Operations Plan for Fishing Years 2019-20		
1	Sector Parameters	Description
2	Primary Fishing Locations (Broad Stock Areas)	Gulf of Maine, Inshore Georges Bank, Offshore Georges Bank
3	Gear	Trawl: 37.5% Gillnet: 43.75% Automatic Jigging Machine: 18.75%
4	Primary homeports and landing ports	1. Portland Harbor, Portland, ME 2. Port Clyde Harbor, Port Clyde ME 3. Cape Porpoise Harbor, Kennebunkport, ME 4. Cundys Harbor, Harpswell, ME
5	Secondary homeports and landing ports	1. Camp Ellis, Saco, ME 2. Gloucester Harbor, Gloucester, MA 3. Boothbay Harbor, Boothbay Harbor ME 4. Kennebunkport Harbor, Kennebunkport, ME 5. Sebasco Harbor, Phippsburg, ME 6. Five Islands, ME 7. Bass Harbor, ME 8. South Bristol, ME
6	Number of participants	Total permits enrolled in the Sector: 84 Number of active vessels: 20
Note: Active Vessels are those enrolled in this sector that intend to land groundfish during the 2019 and 2020 fishing years.		

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EXHIBIT G

MAINE COAST COMMUNITY SECTOR AT-SEA MONITORING PLAN FOR 2019 and 2020

The Maine Coast Community Sector proposes to utilize a combined electronic monitoring (EM) program (pending approval) and a NMFS-approved ASM program for fishing years 2019 and 2020. This ASM coverage will have vessel and trip selection coordinated through GARFO and the PTNS system and will use an approved at-sea monitor provider. The Sector manager will maintain a database of all catch data, including but not limited to VTR, dealer, monitor, and observer data. GARFO will provide the Sector with data from NEFOP and the ASM program. For FY 2019 and FY 2020, Maine Coast sector vessels not opting to employ the proposed electronic video monitoring (EM) program will use a NMFS approved ASM program with human monitors from a contracted third party.

The Maine Coast Community Sector will contract one or more of the companies approved by NMFS to provide at-sea monitoring and will notify NMFS of its selection no later than May 1, 2019. The Maine Coast Community Sector will deploy at-sea monitors to achieve 15% of trips in a way that is random and representative of fishing activities of the sector.

Sector Operational and Logistical Details

General fishing operations information for the FY 2019 and 2020 Sector is anticipated to be as follows:

Vessels will primarily depart from the following ports:

- a) Portland Harbor, Portland, ME
- b) Port Clyde Harbor, Port Clyde ME
- c) Cape Porpoise Harbor, Kennebunkport, ME
- d) Kennebunkport Harbor, Kennebunkport, ME
- e) Sebasco Harbor, Phippsburg, ME
- f) Boothbay Harbor, Boothbay Harbor ME
- g) Cundys Harbor, Harpswell, ME
- h) Camp Ellis, Saco, ME

1 The Northeast Fisheries At-Sea Monitor Program

2 National Marine Fisheries Service, Northeast Fisheries Science Center

3 BACKGROUND OVERVIEW

4 The National Oceanographic and Atmospheric Administration 's (NOAA) mission is to
5 understand and predict changes in the Earth's environment and conserve and manage coastal and
6 marine resources to meet our Nation's economic, social, and environmental needs. NOAA's
7 National Marine Fisheries Service (NMFS) supports the overall NOAA mission by focusing on
8 stewardship of living marine resources through science-based conservation and management and
9 the promotion of healthy ecosystems.

10 NMFS is responsible for the management, regulatory compliance, economic data and protection
11 of living marine resources within the United States Exclusive Economic Zone. NMFS also plays
12 a supportive and advisory role in the management of living marine resources in coastal areas
13 under state jurisdiction. It provides scientific and policy leadership in the international arena, and
14 implements international conservation and management measures as appropriate.

15 Under this mission, the goal is to optimize the benefits of living marine resources to the Nation
16 through sound science and management. This requires a balancing of multiple public needs and
17 interests in the sustainable benefits and use of living marine resources, without compromising the
18 long-term biological integrity of coastal and marine ecosystems.

19 Many natural and human-related factors affect the status of fish stocks, protected species and
20 ecosystems. Although these factors cannot all be controlled, available scientific and management
21 tools enable the agency to have a strong influence on many of them. Maintaining and improving
22 the health and productivity of these species is the heart of the NMFS mission. These activities
23 will maintain and enhance current and future opportunities for the sustainable use of living
24 marine resources as well as the health and biodiversity of their ecosystems.

25 NMFS has three objectives in its mission to protect, restore, and manage the use of coastal and
26 oceanic resources:

- 27 • Protect and restore ocean, coastal, and Great Lakes resources
28 • Recover protected species
29 • Rebuild and maintain sustainable fisheries.

30 NMFS will measure its performance against these objectives using the following measures:

- 31 1st: Increased number of coastal and marine ecosystems maintained at a healthy and
32 sustainable level
33 2nd: Increased social and economic value of the marine environment and resources (e.g.,
34 seafood, recreation, and tourism)
35 3rd: Increased number of acres and stream-miles restored for coastal and ocean species
36 4th: Increased number of protected species in a stable condition or in an upward trend
37 5th: Increased number of managed species that are at optimum levels
38 6th: Improved ecological conditions in coastal and ocean protected areas

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1 Additionally, Amendment 16 to the Northeast (NE) Multispecies Fishery Management Plan
 2 (FMP) was developed by the New England Fishery Management Council (Council) as part of the
 3 biennial adjustment process established in the FMP to update status determination criteria for all
 4 NE multispecies (groundfish) stocks; adopt rebuilding programs for groundfish stocks newly
 5 classified as being overfished and subject to overfishing; and revise management measures
 6 necessary to end overfishing, rebuild overfished groundfish stocks, and mitigate the adverse
 7 economic impacts of increased effort controls. In addition, Amendment 16 would implement
 8 new requirements for establishing allowable biological catch (ABC), annual catch limits (ACLs),
 9 and accountability measures (AMs) for each stock managed by the FMP, pursuant to the
 10 Magnuson-Stevens Fishery Conservation and Management Act (Magnuson-Stevens Act), as
 11 revised. This action is necessary to address the results of the most recent stock assessment that
 12 indicates that several additional groundfish species are overfished and subject to overfishing and
 13 that stocks currently classified as being overfished require additional reductions in fishing
 14 mortality to rebuild by the end of existing rebuilding periods.

15 The Northeast Fisheries Science Center (NEFSC), National Marine Fisheries Service (NMFS) is
 16 required to collect scientific, management, regulatory compliance and economic data for
 17 fisheries by placing At-Sea Monitors aboard U.S. domestic fishing vessels participating in the
 18 groundfish multispecies Fisheries Management Plan. These data cannot be obtained at the dock
 19 or on Government research vessels. These data are needed for the management and monitoring
 20 of Annual Catch Limits and groundfish sectors.

21 Every sector should equally be covered at 15% (10% by At-Sea Monitors and 5% by NEFOP
 22 observers). The coverage rates apply to the trip level. At-Sea Monitors will be systematically
 23 assigned by NMFS to a vessel to ensure the coverage is fair and even. Several types of fishing
 24 gear may be used: longline, trawl, and gillnet. A monitored trip must be a trip where landings of
 25 groundfish occur (a “groundfish”, “skate” or “monkfish” trip as defined in Amendment 16). At-
 26 Sea Monitoring standards will be consistent with the final regulations implemented under
 27 Amendment 16, unless further specified by NMFS. As described in the rule, Northeast Fisheries
 28 Observer Program (ASM) observers take precedence over At-Sea Monitors for vessel placement
 29 when deployments overlap.

30 **AT-SEA MONITOR PROGRAM OBJECTIVES**

31 NMFS has an extensive program to monitor and observe living marine resources and associated
 32 communities to provide information on biota, their habitats, and the human activities and actions
 33 that may impact coastal and ocean ecosystems. Data are the foundation of scientific advice,
 34 which provides information to management to support decision-making. A more consistent flow
 35 of high quality, credible information is required to improve decision-making. To collect the
 36 quantity and quality of data necessary, NMFS intends to improve its capacity to conduct surveys
 37 and to conduct research and studies for better understanding of ecosystems. These efforts rely on
 38 extensive collaboration with fisheries participants and other stakeholders in the living marine
 39 resource decision process.

40 At-Sea Monitors are the only independent data source for some types of at-sea information such
 41 as bycatch composition and mortality, and marine mammal, sea bird and sea turtle interactions.
 42 Although vessel self-reporting is often utilized, only limited data collection demands can
 43 reasonably be placed on the captain and crew. In addition, the reliability of self-reported

1 information is a concern for scientists and policy makers, who use the data to make fishery
2 management decisions for the purpose of maintaining the nation's marine resources.

3 Currently, more than 500 At-Sea Monitors are deployed in 11 At-Sea Monitor programs most of
4 which are administered through NMFS 6 regional Fisheries Science Centers (FSC). Increasing
5 NMFS At-Sea Monitor data coverage is essential to reliably estimating catch and bycatch and
6 helping to implement programs to reduce bycatch. Additional benefits of enhanced At-Sea
7 Monitor programs are near real-time monitoring of biological and environmental conditions and
8 sampling opportunities not available from dockside sampling. This includes information on
9 marine mammals, turtles and seabirds, resource abundance, contaminants, habitat, life history,
10 and other basic biological information.

11 NMFS is required to collect scientific, management, regulatory compliance, and economic data
12 for fisheries by placing At-Sea Monitors aboard U.S. domestic fishing vessels. These data cannot
13 be obtained at the dock or on Government research vessels. These data are needed for the
14 management of fisheries occurring in the U.S. Exclusive Economic Zone (EEZ) and the high
15 seas beyond the EEZ.

16 NMFS desires contractor support, as described below, to satisfy these requirements.

17 SCOPE AND OUTCOMES

18 The contractor shall provide and retain the necessary qualified personnel, material, equipment,
19 services, and facilities (except as otherwise specified) to perform quality environmental, and
20 fisheries operations data collection, data analysis, and information dissemination for the
21 Northeast Fisheries Science Center (NEFSC) Data quality is of the utmost importance. Quality
22 data collection, analysis, and dissemination are expected to increase the critical information
23 gathered for stock assessments to manage the species.

24 This Statement of Work (SOW) defines the requirements and services necessary to provide
25 program continuity, integrity, and productivity.

26 C.3.1 Policies and Regulations

27 In addition to the Federal Acquisition Regulation (FAR) clauses referred to and listed herein of
28 this Request for Proposal (RFP), the contractor shall comply with the Federal Regulations, Acts,
29 Executive Orders, Special Publications, Guidelines, NOAA Directives and Policies and
30 standards listed below. This listing is not all-inclusive and is not intended to relieve the
31 contractor of its responsibilities for identification of applicable statutes, regulations and
32 procedures and compliance therewith, when performing work under this SOW.

- 33 • Magnuson-Stevens Fishery, Management, and Conservation Act (MSA)
- 34 • Marine Mammal Protection Act (MMPA)
- 35 • Endangered Species Act (ESA)
- 36 • Data Quality Control Act (P.L. 106-514)
- 37 • Information Technology Security Policy
- 38 • Fisheries Management Plans (FMP)
- 39 • Biological Opinions (BO)
- 40 • Take Reduction Team (TRT)
- 41 • NOAA Safety Standards

- 1 • Fair Labor Standards Act (FLSA)
- 2 • Service Contract Act (SCA)
- 3 • Department of Labor Wage Determinations
- 4 • Applicable Federal and State labor laws
- 5 • At-Sea Monitor Health and Safety regulations
- 6 • Federal, state, and local safety regulations
- 7 • Merchant Marine Act (Jones Act) and General Maritime Law
- 8 • U.S. Longshore and Harbor Worker's Compensation Act

9 PERFORMANCE WORK STATEMENT

10 The contractor shall meet all requirements of the SOW.

11 C.4.1 Management Requirements

12 Project Management

13 The contractor shall perform all Project Management functions including contract, technical,
14 personnel, administrative, logistic, quality, business, and other management functions that are
15 necessary to execute the total effort required by this SOW. The contractor shall provide all
16 personnel and other resources, except as otherwise specified in this SOW, necessary to
17 accomplish these functions. The contractor shall effect these management functions through an
18 integrated management approach, including cost, schedule, and technical performance within an
19 acceptable project management framework. The contractor shall develop and submit to NMFS a
20 Project Management Plan (as further defined in Section F.5.2) for approval that details how the
21 contractor will manage the contract and its At-Sea Monitor program.

22 Project Manager

23 The contractor shall assign a Project Manager to be the focal point for communications between
24 NMFS and the contractor. The assigned Project Manager shall be designated as Key Personnel
25 for this contract (per Section H.7). Ensure that all key personnel attend any refresher trainings for
26 At-Sea Monitors. For a specific job description see Section J, Attachment 2, Labor Category
27 Classifications and Job Descriptions.

28 Coordinators

29 The contractor shall assign coordinators as needed to coordinate At-Sea Monitor deployment and
30 provide At-Sea Monitor support services. The coordinator shall be designated as key personnel
31 under this contract (per section H.8). All coordinators are required to maintain current At-Sea
32 Monitor Certification. Ensure that all key personnel attend any refresher trainings for At-Sea
33 Monitors. For a specific job description see Section J, Attachment 2, Labor Category
34 Classifications and Job Descriptions.

35 Management Reporting and Coordination

36 The contractor shall prepare and submit to the Contracting Officer (CO) , Contracting Officer's
37 Technical Representative (COTR) a monthly Status Report, as listed in Section F.5.1, that
38 provides information on project status to include, contract award-to-date financial expenditures;

1 At-Sea Monitor retention status; any problems or issues encountered; and other information as
2 may be requested by the COTR.

3 Performance Measures

4 The contractor shall monitor and meet all requirements as stated in the SOW.

5 C.4.2 Operational Requirements

6 At-Sea Monitors are deployed, in accordance with coverage rates developed by NMFS and as
7 assigned through the Pre-Trip Notification System (PTNS), to vessels. Due to availability of
8 funding, changes in the fishery management, such as emergency closures, court ordered closures,
9 weather, and unforeseen events must remain flexible. Additional funding for sea days may be
10 added to the contract within the scope and maximum allowable sea days.

11 The following items define the operational services to be provided by the contractor under this
12 contract.

13 At-Sea Monitor Recruitment and Retention Requirements

14 The recruitment and retention of fully qualified At-Sea Monitors is essential to successful
15 performance under the contract. At-Sea Monitors shall be employees of the contractor. The
16 contractor shall provide sufficient qualified At-Sea Monitors to complete the mandated coverage
17 requirement by selecting the best candidates.

18 The contractor shall describe their strategy for recruiting qualified candidates and retaining their
19 services, as referenced in Section F.5.4. The contractor shall manage its At-Sea Monitors to
20 retain both experienced and new At-Sea Monitors. The contractor is encouraged to provide
21 incentives for superior performance demonstrated by their work force.

22 Eligibility Requirements

23 Educational Qualifications

24 Collecting marine fisheries data during fishing activities requires speed and accuracy. At-Sea
25 Monitors must possess the minimum educational and experience requirements and specific
26 psychological and physical qualities cited in the Minimum At-Sea Monitor Qualifications for
27 educational requirements (Section J, Attachment 3, NMFS At-Sea Monitor Eligibility
28 Requirements).

29 Non-Conflict of Interest

30 Section J, Attachment 4 (Statement of Non-Conflict of Interest)

31 Physical/Medical Condition

32 Section J, Attachment 5 (Physical Standards & Acknowledgement of Risks)

33 Communication Skills

34 At-Sea Monitor candidates must be able to clearly and concisely communicate verbally and in
35 writing in English.

1 Citizenship or Ability to Work Legally in the United States

2 At-Sea Monitor must be a U.S. Citizen, or a non-citizen who has a green card, TN Authorization,
3 H1 visa, or valid work visa, and a social security card.

4 Statement of No Criminal Conviction

5 Section J, Attachment 6 (Statement of No Criminal Conviction)

6 CPR and First Aid Requirements

7 At-Sea Monitors shall obtain and maintain current certification for CPR by the American Red
8 Cross or American Heart Association (AHA) or other as approved by the COTR. Completion of
9 a basic First Aid class is also required before the start of training. A copy of CPR and First Aid
10 certification(s) for all At-Sea Monitors will be provided to NMFS 7 calendar days prior to the
11 first day of training and annually thereafter.

12 At-Sea Monitor Standards of Conduct

13 At sea, At-Sea Monitors work in a self-supervised capacity and shall maintain high standards of
14 conduct. At-Sea Monitors shall maintain a professional, objective demeanor at all times. At-Sea
15 Monitors shall comply with these standards and those set forth in the Standards of Conduct
16 (Section J, Attachment 7, At-Sea Monitor Standards of Conduct).

17 Observer/At-Sea Monitor Duties and Data Collection Requirements

18 1) General Observer Duties and Data Collection Requirements – Fishery Observer I, II, and III

19 a) Observers/At-Sea Monitors shall collect scientific, management, compliance, and other
20 data at sea through interviews of vessel captains and crew; observations of fishing
21 operations; sampling catch; measuring selected portions of the catch and fishing gear; and
22 collecting samples. Observer/At-Sea Monitor coverage is mandated by a number of
23 statutes and is an integral part of the regulations. These authorities empower the
24 observer/At-Sea Monitor to perform certain functions aboard vessels as well as afford
25 protection to the observer/At-Sea Monitor against interference and intimidation in the
26 course of performing his/her duties.

27 b) Observer/At-Sea Monitors shall collect data on fishing effort, location, retained catch and
28 discarded catch for each gear deployment that occurs while the observer/At-Sea Monitor
29 is aboard the vessel. The At-Sea Monitor Sampling Manual describes data collection
30 protocols for gear deployment that the observer/At-Sea Monitor sees as well as those not
31 observed.

32 c) Observer/At-Sea Monitors shall collect length samples from segments of the catch.
33 Observer/At-Sea Monitor protocols, priorities, and data/sample collection procedures are
34 detailed in the At-Sea Monitor Manual.

35 d) Observer/At-Sea Monitors shall collect information on any incidentally captured sea
36 turtles, including, but not limited to, location of take, biopsies, measurements, photos,
37 and any other information. Observer/At-Sea Monitors shall also collect information on
38 any marine mammals or other protected species interactions. When protected species are
39 caught, the primary responsibility of the observer/At-Sea Monitor shall be to handle and
40 release the protected species.

- 1 e) Observers shall participate in all training, briefings and debriefings as required by the
 2 COTR. Observer/At-Sea Monitors shall participate in port orientations, if offered by
 3 NMFS and requested by the COTR (Section B – Supplies or Services and Prices/Costs
 4 Training CLIN 0003, 1003, and CLIN 2003. Debriefing of the observer/At-Sea Monitor
 5 ensures that the data are complete and as accurate as possible before computer audits are
 6 run. Debriefing also provides immediate feedback to the observer/At-Sea Monitor in the
 7 field and errors can be corrected immediately. Debriefings shall occur on a regular basis
 8 and as frequently as possible either by email, phone or in person. Debriefings shall
 9 consist of but are not limited to:
- 10 i) Reviewing sampling methods and answering Observer/At-Sea Monitor questions;
 - 11 ii) Reviewing preliminary data;
 - 12 iii) Correcting any data errors;
 - 13 iii) Reviewing any other past errors or changes in sampling techniques or recorded on
 14 forms;
 - 15 iv) Reviewing any logistical problems or concerns encountered by the observer/At-
 16 Sea Monitor; and
 - 17 v) Testing observer/At-Sea Monitor ability to adhere to sampling protocol
 - 18 vi) Checking gear calibration
 - 19 vii) Providing the observer/At-Sea Monitor with any updates on modifications to
 20 sampling procedures or other program information.
- 21 f) Observer/At-Sea Monitors who encounter captains or vessels’ owners operating in
 22 fisheries requiring mandatory observer/At-Sea Monitor coverage that refuses to accept
 23 the observer/At-Sea Monitor on their vessel for deployments shall provide documentation
 24 of the refusal to NMFS. This documentation shall be provided via e-mail or hard copy to
 25 the Branch Chief of the Fisheries Sampling Branch on the day of the event. This
 26 documentation shall be of sufficient substance and detail to be usable for NMFS
 27 enforcement actions. Narrative shall be provided to completely answer the following
 28 guideline questions: who, what, when, and where. This shall be reported on the Incident
 29 Report Form (Section J, Attachment 8, Incident Report Form).
- 30 g) Observer/At-Sea Monitors shall send in the whole animal or take a photo of all species
 31 encountered the Species ID Verification Program quarterly to NMFS (Section J,
 32 Attachment 9, Species Verification Program). Failure to do so may result in an
 33 observer/At-Sea Monitor’s change in status (i.e., pre-probation, probation, and
 34 decertification).
- 35 2) Fishery Observer/At-Sea Monitor I – Performance Requirements and Labor Category
 36 Definition - The Fishery observer/At-Sea Monitor I shall meet and perform all the General
 37 Requirements specified in C.4.3.2a and the following:
- 38 a) Performs routine tasks associated with recurring and continuing work according to
 39 prescribed or established procedural standards and technical methods assigned.
 - 40 b) Assures that tasks are completed, data developed, methods used in securing and verifying
 41 data are technically accurate and in compliance with instructions and established
 42 procedures.
 - 43 c) Makes estimates of amounts and species composition of fish caught, retained and
 44 discarded, using at a minimum, simple, single stage sampling techniques and
 45 dichotomous keys.

- 1 d) According to established standards and detailed procedures, records data on appropriate
- 2 forms and logs, some of which may be electronic.
- 3 e) Maintains field equipment and supplies.
- 4 f) Collects scientific, management, compliance information, and make observations of
- 5 fishing operations.
- 6 g) Use and complete a pre-boarding vessel safety checklist.
- 7 h) Measures selected portions of catch including incidentally caught marine mammals, sea
- 8 birds and sea turtles.
- 9 i) Uses calculator and/or PC for calculations and recording data.
- 10 j) Obtains, enters and transfers data electronically.
- 11 k) Obtains and records information on gear characteristics of fishing gear types while
- 12 working either on board vessels, on an alternative platform, or at a shore-based facility.
- 13 l) Uses interpersonal and communication skills to contact fishermen and schedule
- 14 observer/At-Sea Monitor sampling trips.
- 15 m) Observes and documents compliance with fishery regulations, and write affidavits as
- 16 required.
- 17 3) Fishery Observer/At-Sea Monitor II - The Fishery observer/At-Sea Monitor II shall meet and
- 18 perform all the General Requirements specified in C.4.3.2a, perform all duties of Fishery
- 19 observer/At-Sea Monitor I and the following additional duties:
- 20 a) Independently executes duties, while learning when and how to resolve exceptions and
- 21 special problems.
- 22 b) Estimate amounts and species composition of fish caught, retained and discarded,
- 23 utilizing knowledge of various statistically valid sampling methods and dichotomous
- 24 keys.
- 25 c) Measure selected portions of catch including incidentally caught marine mammals, sea
- 26 birds and sea turtles.
- 27 d) Uses calculator and/or PC for calculations and recording data.
- 28 4) Fishery Observer/At-Sea Monitor III - The Fishery Observer/At-Sea Monitor III shall meet
- 29 and perform all the General Requirements specified in C.4.3.2a, perform all duties of Fishery
- 30 observer/At-Sea Monitor II and the following additional duties:
- 31 a) May act as field coordinator of lower graded fishery observer/At-Sea Monitors.
- 32 b) Demonstrates extensive familiarity of methods, procedures and management to ensure
- 33 proper day-to-day operations.
- 34 c) Shifts from one type of responsible technical assignment to other types, which are
- 35 different in terms of equipment used, of data used, and uses to which data will be put.
- 36 d) Makes estimates of amounts and species composition of fish caught, retained and
- 37 discarded, utilizing knowledge of various statistically valid sampling, sub-sampling
- 38 methods and dichotomous keys.
- 39 e) According to established standards and detailed procedures, records data on appropriate
- 40 forms and logs, some of which may be electronic and provide recommendations for
- 41 updates.
- 42 f) Oversees the maintenance of field equipment and supplies.
- 43 g) Collect scientific, management, compliance information, observations of fishing
- 44 operations, measure selected portions of catch including incidentally caught marine
- 45 mammals, sea birds and sea turtles.

1 Data Deliverables

2 Electronic data entry by At-Sea Monitors is required in addition to required paperwork, and shall
3 be managed by the contractor in coordination with the COTR. Submission of At-Sea Monitor
4 data to the NMFS shall be accomplished in a timely manner. The contractor shall work with the
5 COTR to establish the appropriate means to transfer the electronic data to the COTR.

6 5) Delivery of paper log data shall be received within 5 calendar days (120 hours) of the vessel
7 landing as referenced in Section F.5.5.

8 2) Delivery of electronic data shall be received within 2 calendar days (48 hours) of the
9 vessel landing as referenced in Section F.5.6.

10 3) Delivery of biological specimens (whole fish samples) shall be received within 5 calendar
11 days (120 hours) of the vessel landing as referenced in Section F.5.7.

12 At-Sea Monitors shall send any written data and biological specimens directly to NMFS. The
13 Government will provide shipping and supplies. At-Sea Monitors shall assure that biological
14 samples or whole animals requiring freezing are received by the nearest NMFS freezer facility
15 within twenty-four (24) hours of vessel landing. NMFS has freezers located in major fishing
16 ports (Section J, Attachment 10, Freezer Locations). The transfer or transport of the frozen
17 samples or animals must be received by NMFS (At-Sea Monitor Training Center) within 5
18 calendar days of the trip landing, unless a delay is authorized by the COTR. Costs for travel
19 associated with transport of biological samples will be reimbursed under the travel provision
20 section herein (Section B Supplies or Services and Prices/Costs Travel CLINS 0002, 1002 and
21 2002).

22 At-Sea Monitor Communication

23 At-Sea Monitors shall maintain regular contact with their assigned NMFS editor/debriefer. All
24 At-Sea Monitors shall call their editor/debriefer prior to making a trip in a fishery or program
25 covered for the first time or as requested. At-Sea Monitors shall return phone calls or reply to
26 email questions as soon as realistically possible (i.e., before departing on a multi-day trip).
27 NMFS can request that an in-person meeting occur with an At-Sea Monitor at any time. These
28 meetings will take priority over accomplishment of the sea day schedule. All travel costs
29 associated with required in person debriefings, exit interviews and meetings with NMFS will be
30 reimbursed under the travel provision section herein (Section B Supplies or Services and
31 Prices/Costs Travel CLINS 0002, 1002 and 2002) and the At-Sea Monitor hourly rate will be
32 reimbursed under the hourly rate provision section herein (Section B Supplies or Services and
33 Prices/Costs Hourly Rate At-Sea Monitor CLINS 0004, 1004 and 2004). NMFS staff will
34 provide written memo updates to the contractor regarding any new or changed sampling
35 protocols, data collection procedures, or other collection or reporting procedures. The contractor
36 shall make certain that At-Sea Monitors comply with changes, as applicable.

37 Require that any At-Sea Monitor who leaves the program come into the At-Sea Monitor Training
38 Center complete all exit procedures including an in-house exit interview with NMFS (Section J,
39 Attachment 11, Exit Procedures) within 30 days from landing from their last trip.

40 Provide the primary port, contact information(full name, mailing address, residential address, e-
41 mail address, cell phone number, home number, emergency contact name and phone number,

1 and working status (full time or part time). If there is a change made to any variables in the list,
2 an updated list shall be provided to NMFS immediately (Section F.5.8).

3 C.4.3 At-Sea Monitor Support Services

4 Logistic and Operation Support for At-Sea Monitor Deployment

5 The contractor shall provide complete logistical and operational support to At-Sea Monitors
6 throughout their employment. The contractor's approach to supporting At-Sea Monitors shall be
7 detailed in the proposal.

8 Training and Debriefings

9 Attachment 34, HR Bulletin 103, provides policy and guidance on training for non-government
10 employees. At least 95% of new At-Sea Monitor recruits are expected to pass the required
11 training course (Section J, Attachment 12, ASM Training Standards) and the required physical
12 examination (Section J, Attachment 5, Physical Standards & Acknowledgement of Risk).

13 Training costs are reimbursable and are intended to include all costs associated with At-Sea
14 Monitor training (both initial training and refresher trainings), including, but not limited to,
15 salary during the training period, per diem (meals & reimbursements and lodging), miscellaneous
16 equipment for use during training (as authorized or requested by the Government – Section B
17 Supplies or Services and Prices/Costs Training CLINS 0003, 1003 and 2003).

18 At-Sea Monitor candidates shall undergo an initial 2-week certification training session with
19 NMFS. A series of tests will be administered during this training that candidates must pass prior to
20 certification. Candidates must demonstrate their potential to collect accurate field data, and react
21 to unfamiliar situations at sea in a professional manner. NMFS personnel as well as specialists in
22 other areas such as vessel safety shall conduct training. Refresher training sessions will be
23 conducted when data logs or protocols change, at the discretion of the COTR, or when there has
24 been over six months service interruption for the At-Sea Monitor. At-Sea Monitors shall be
25 required to attend an annual refresher course for data collection, species identification, and vessel
26 safety. In order for the At-Sea Monitor to maintain a current certification they must successfully
27 complete the recertification training. Three trainings are scheduled for each year (planned
28 trainings will be posted on the FSB website). The contractor shall provide NMFS with at least 45
29 calendar days prior notice when a training session is needed and identify any foreign nationals
30 that may be attending training (it takes a minimum of 30 working days for foreign national
31 clearance) as referenced in Section F.5.9. For extenuating circumstances, additional trainings
32 may be scheduled at the Government's discretion. Attendance by key personnel at training is
33 required for at least two days each week of training.

34 The contractor shall submit to NMFS, at least 30 calendar days before the beginning of the
35 training, the following information as referenced in Section F.5.10:

- 36 • a list of the potential candidates names for review by NMFS
- 37 • a hard copy (mailed to the COTR) of each candidates resume
- 38 • a hard copy (mailed to the COTR) of the candidates college transcript
- 39 • a hard copy (mailed to the COTR) of reference checks from three individuals for each
40 candidate (name of individual providing reference, association with At-Sea Monitor, how

1 long they have known the candidate, contact information (phone number, e-mail), and
2 information about the At-Sea Monitor's past performance)

3 The contractor shall submit to NMFS, at least 14 calendar days before the beginning of the
4 training, the following information as referenced in Section F.5.11:

- 5 • an updated list of candidates
- 6 • a medical report for each candidate substantiating the individual's medical qualifications for
7 the job
- 8 • online security clearance electronic forms must be initiated by candidates (Section J,
9 Attachment 13, Security Background Instructions)

10 The contractor shall submit to NMFS, at least 7 calendar days before the beginning of the
11 training, the following information as referenced in Section F.5.12:

- 12 • Final list of candidates attending upcoming training session
- 13 • CPR and First AID Certificate

14 NMFS may require additional information regarding At-Sea Monitor candidates and should be
15 consulted regarding any for which proposed candidate there is some question regarding
16 qualifications. Should substitution of At-Sea Monitors be required, the contractor shall also
17 provide their pertinent information to the COTR prior to such substitution. The Government
18 retains the right to reject any At-Sea Monitor proposed by the contractor if his or her
19 qualifications do not meet the qualifications specified in paragraph C.4.2.2, Eligibility
20 Requirements, or if their work has been performed at an unsatisfactory level on previous
21 projects, or if their behavior on other projects has been disruptive.

22 The contractor shall provide the status of its At-Sea Monitor training approvals completed and in
23 process in its Monthly Status Report (Section F.5.1).

24 NMFS training curriculum is detailed in the ASM training agenda (Section J, Attachment 14,
25 ASM Training Agenda).

26 An At-Sea Monitor's first 4 deployments and the resulting data shall be immediately edited and
27 approved after each trip by NMFS prior to any further deployments by that At-Sea Monitor
28 (Section J, Attachment 15, ASM Training Trip Policy). During the At-Sea Monitor's first 4
29 deployments, in order for them to go on their next trip, their data must be received, edited and
30 the At-Sea Monitor must be "cleared" by NMFS to sail on their next trip. This notification will
31 be sent via e-mail to the At-Sea Monitor's provider. The At-Sea Monitor cannot be deployed
32 until the e-mail notification has been sent by NMFS. If the data quality is considered acceptable
33 the At-Sea Monitor will become certified. If the data quality is not considered acceptable, the At-
34 Sea Monitor will not be certified by NMFS at that time.

35 The first trip an At-Sea Monitor takes after completing the initial 2-week training course will be
36 accompanied by either a NMFS member or a certified trip trainer. Certified trip trainers are
37 current At-Sea Monitors under this contract and are certified by NMFS. In order to become a trip
38 trainer, the contractor must request to NMFS the names of the At-Sea Monitor they would like
39 certified. NMFS would then assign a NMFS staff member to accompany the trip trainer
40 candidate on a future trip. If approved by NMFS the At-Sea Monitor would become a trip trainer.
41 Contractor responsibilities consist of finding vessels that are willing to take two (2) At-Sea

1 Monitors, setting up the logistics of the trip, and communicating with NMFS regularly providing
2 updates on the status of the trip (Section J, Attachment 16, Trip Trainer Certification Program).

3 At-Sea Monitor trip trainers taking their training assignment trips with NMFS personnel may bill
4 the cost of a seaday under CLINS 0003, 1003 and 2003. When two At-Sea Monitors are on a
5 vessel for the days a certified At-Sea Monitor trip trainer is accompanying a new At-Sea Monitor
6 then the new At-Sea Monitor should be billed under CLINS 0001, 1001 and 2001. The certified
7 trainer would be billed as a seaday under CLINS 0003, 1003 and 2003. NMFS determines the
8 number of trainers needed based on how many At-Sea Monitors are currently working, what the
9 demand for new At-Sea Monitors is, and what the projected training schedule looks like. NMFS
10 currently has 12 certified At-Sea Monitor trip trainers and would expect to maintain that level.
11 At-Sea Monitors certified as trip trainers must be geographically representative of the ports ASM
12 At-Sea Monitors cover to accommodate all new trainees.

13 Key personnel will be expected to attend any other periodic NMFS required trainings related to
14 the ASM program that could impact At-Sea Monitor protocols, such as program manual update
15 trainings or changes to the Pre-Trip Notification System. One key personnel is required per all
16 trainings, however, NMFS encourages all available staff attend periodic trainings that relate to
17 changes in the ASM program or sampling protocols for their own education. A key personnel is
18 required to attend two days per week of

19 each training and all the days of refresher training.

20 Compensation for the At-Sea Monitor's time at the refresher training and all other training as
21 well as meals & reimbursement (M&I) and lodging will be reimbursed by NMFS (Section B –
22 Supplies or Services and Prices/Costs Training CLINS 0003, 1003, and 2003). Costs for travel to
23 and from the training center will not be covered by NMFS.

24 Per Diem and lodging during weekends are reimbursable during trainings that occur over the
25 course of multiple weeks. Weekend At-Sea Monitor salary costs are not covered under
26 reimbursement, unless training (such as a weather-delayed training trip) occurs on a weekend
27 day. A weekend make up day would be required if the building is closed during the week.

28 At-Sea Monitors shall be expected to remain as active At-Sea Monitors or serve in other
29 capacities directly related to the Northeast Fisheries At-Sea Monitor Program (e.g. program
30 management) for at least one (1) year after training. The contractor shall reimburse the
31 Government for training expenses for any At-Sea Monitors terminating their At-Sea Monitor
32 employment with the contractor within one (1) year of completing the NMFS training. This will
33 be done by issuing a credit for the next training session. For example, if three (3) At-Sea
34 Monitors leave the program prior to completing one (1) year of employment, at the next training,
35 three (3) individuals' training costs (Section B Supplies or Services and Prices/Costs Training
36 CLINS 0003, 1003, and 2003) and hourly wages associated with the training (Section B Supplies
37 or Services and Prices/Costs Hourly Rate At-Sea Monitor CLINS 0004, 1004 and 2004) will not
38 be billed to the Government.

39 At-Sea Monitors shall sign a non-disclosure statement (confidentiality agreement) at the
40 commencement of training (Section J, Attachment 17, NEFSC Statement of Non-Disclosure) as
41 referenced in Section F.5.24.

42 NMFS may request an At-Sea Monitor be accompanied by a NMFS staff member on a future
43 trip. The contractor shall assist with the setting up these shadow trips (Section J, Attachment 18,

1 Shadow Trip Program).The contractor shall make At-Sea Monitors available to NMFS
2 (Enforcement and FSB staff) for the purposes of routine debriefings, requested meetings
3 regarding data quality issues, investigating circumstances of alleged refusals by vessels to take
4 an At-Sea Monitor or other violations of the Magnuson-Stevens Fishery Conservation Act
5 (MSA), Marine Mammal Protection Act (MMPA), or the Endangered Species Act (ESA)
6 recorded by the At-Sea Monitor in the course of his/her duties (Section B Supplies or Services
7 and Prices/Costs Training CLINS 0003, 1003 and 2003) and hourly wages associated with the
8 training (Section B Supplies or Services and Prices/Costs Hourly Rate At-Sea Monitor CLINS
9 0004, 1004 and 2004). All At-Sea Monitors shall call their editor/debriefer prior to making a trip
10 in a fishery or
11 program covered for the first time.

12 Data Quality Control

13 Data shall be collected and maintained in accordance with contractor's Quality Assurance Plan
14 as incorporated in the contract (Section F.5.3).

15 The overall goal of quality control is to ensure the effectiveness and efficiency of collection
16 efforts as well as the quality of data collected. Data quality is of utmost importance. As such the
17 contractor shall ensure the highest quality in data collected by its At-Sea Monitors. NMFS will
18 provide a data quality rating of At-Sea Monitors to the provider on a bi-annual basis (Section J,
19 Attachment 19, Data Quality Rating). The contractor shall use the data quality rating of At-Sea
20 Monitors in their Quality Assurance Plan (F.5.3).

21 At-Sea Monitor Equipment, Operation and Maintenance

22 The contractor shall provide all materials and equipment necessary for the collection of data and
23 biological sampling (Section J, Attachment 20, ASM Gear List). The contractor shall maintain
24 and replace lost gear to ensure the At-Sea Monitor is able to carry out his/her sampling duties.
25 For items listed with a brand name, the contractor shall provide the equivalent quality to the
26 brand listed.

27 The gear and equipment, purchased and charged to the Government in the performance of the
28 contract becomes Government property at the end of the contract. Equipment and gear should be
29 inspected and repaired in accordance with manufacturers specification as needed and at a
30 minimum of once per year. Newly acquired gear must be of the same quality as the originally
31 provided Government gear. At-Sea Monitor gear and contractor's tracking and maintenance of
32 such gear is subject to periodic audit by the Government. The Government retains the right to
33 modify gear specifications and requirements to meet research collection needs.

34 Travel and Lodging

35 The contractor is responsible for all travel arrangements and expenses, appropriate lodging, and
36 all expenses associated with training, safety meetings, briefings, debriefings, and deploying At-
37 Sea Monitors to assigned vessels. All travel costs and expenses incurred shall be reimbursed in
38 accordance with the Government's Travel Regulations.

39 Travel costs are reimbursable and are intended to include costs associated with At-Sea Monitor
40 travel to and from vessels and to and from the port if the At-Sea Monitor travels greater than fifty

1 (50) miles, one way, from their primary port (Section B Supplies or Services and Prices/Costs
 2 CLINS 0002, 1002, and 2002.

3 Coordinator and support staff travel (related to At-Sea Monitor deployment) to and from vessels
 4 and to and from the port are reimbursable if travel meets Government Travel Regulations and
 5 At-Sea Monitor travel costs under CLINS 0002, 1002, and 2002. The contractor shall submit a
 6 travel voucher (Section J, Attachment 21, At-Sea Monitor Travel Voucher) clearly documenting
 7 all travel logistics and associated costs to the COTR.

8 While an At-Sea Monitor is out at sea, per diem is not reimbursable, unless authorized on a case-
 9 by-case basis by the COTR, such as if an At-Sea Monitor lands in a port other than their primary
 10 port.

11 Vessel Selection

12 The contractor shall strictly adhere to all sampling design requirements specified for the
 13 Northeast Fisheries At-Sea Monitor Program (ASM). NMFS will provide the contractor with a
 14 set of specific guidelines regarding vessel selection and placement considerations by various
 15 fisheries. The contractor shall make contact with vessels selected either by NMFS to arrange for
 16 At-Sea Monitor coverage and deployment scheduling as necessary. When the contractor/At-Sea
 17 Monitor makes initial contact with the vessel, the contractor/At-Sea Monitor shall verify with the
 18 captain that he has sufficient life raft capacity for an additional person (At-Sea Monitor). If not,
 19 the contractor shall immediately attempt to have one of the NMFS issued valise life rafts
 20 available for the At-Sea Monitor for that trip. If one is not available, and the captain still intends
 21 to sail without the At-Sea Monitor, an SDR shall be issued to the captain of the vessel (Section J,
 22 Attachment 22, Safety Deficiency Report). The contractor shall assign At-Sea Monitors to
 23 vessels without regard to preference expressed by vessel owners or operators with respect to At-
 24 Sea Monitor race, gender, age, religion, or sexual orientation nor shall the contractor consider
 25 At-Sea Monitor's expressed preference. The contractor shall not assign At-Sea Monitors who are
 26 showing symptoms of illness or who may be contagious. In the event that an At-Sea Monitor
 27 falls severely ill or injured at sea, and the vessel must prematurely cease fishing to return the At-
 28 Sea Monitor to port, the contractor shall propose a plan on how to work out a fair reimbursement
 29 for the vessel's fuel expenses.

30 Various regulated fisheries have a requirement for a vessel's representative to notify the ASM
 31 prior to making each fishing trip. Notification is required prior to the planned departure in a
 32 specific time frame, e.g., forty-eight (48). The vessel is then randomly assigned, by NMFS, an
 33 At-Sea Monitor or issued a waiver, relieving them of the requirement to carry an At-Sea Monitor
 34 for that specific trip. The contractor shall provide personnel or an automated answering service
 35 to handle notifications twenty four (24) hours a day, seven (7) days a week, for certain fisheries.
 36 Depending on regulations enacted by the NMFS, the notification requirement may require e-
 37 mails, telephone calls, or inputting into a website from the vessel's representative. The
 38 Groundfish fishery is required to notify NMFS, NMFS is responsible for the selection and
 39 informs the vessel and the contractor of trip details.

40 For the groundfish fishery (notifies NMFS when they are sailing), the contractor will be notified
 41 of trip selection via the website. The contractor may accept or decline trips within twenty four
 42 (24) hours. If a trip is accepted by a contractor, the contractor would make contact with the

1 vessel for trip logistics. The COTR shall be notified all circumstances in which At-Sea Monitors
 2 were late or missed a scheduled trip for all fisheries as referenced in Section F.5.13.

3 Vessels must be covered randomly, without repeated deployments on the same vessels by the
 4 same At-Sea Monitor, unless waived by the COTR. For trips outside closed areas and other
 5 special access fishing programs there shall be no more than two (2) back to back trips by the
 6 same At-Sea Monitor on the same vessel. A vessel selection list may be provided by NMFS
 7 which will rank vessels in the order they should be covered.

8 Cost Reimbursement is authorized for At-Sea Monitors for the time associated with a “no show”.
 9 The maximum amount of time for a no show is up to 2.5 hours. The At-Sea Monitor must arrive
 10 30 minutes prior to the scheduled departure time and remain at the designated area for up 2 hours
 11 following the scheduled departure time. Travel to and from the site and per diem are not included
 12 unless conditions in C.4.3.5 are met. Any costs billed for a “no show” will be billed against
 13 CLINS 0004, 1004 and 2004. There will be no reimbursement for situations in which it is the At-
 14 Sea Monitor’s fault for missing the trip or no attempt was made to communicate with the captain
 15 prior to taking the trip. A travel voucher (Section J, Attachment 21, At-Sea Monitor Travel
 16 Voucher) is required for proper reimbursement.

17 Cost Reimbursement is authorized for At-Sea Monitors for the time associated with a
 18 “cancellation” in instances where trips are cancelled at the dock or when an at-sea monitor is en-
 19 route to the vessel and cancellations occurs. The maximum amount of time for a cancellation is
 20 up to 2.5 hours. Travel to and from the site and per diem are not included unless conditions in
 21 C.4.3.5 are met. Any costs billed for a “Cancellation” will be billed against CLINS 0004, 1004
 22 and 2004. A travel voucher (Section J, Attachment 21, At-Sea Monitor Travel Voucher) is
 23 required for proper reimbursement.

24 Safety Requirements

25 Vessels must be in compliance with the At-Sea Monitor Health and Safety Regulations before an
 26 At-Sea Monitor is deployed
 27 (http://www.nefsc.noaa.gov/fsb/Misc/Obs_Health_&_Safety_Regs.FR.11.01.07.pdf). Vessels
 28 must pass the Pre-Trip Vessel Safety Checklist (Section J, Attachment 23) that will be performed
 29 by the At-Sea Monitor with the assistance of the captain or designee prior to deployment. If the
 30 vessel fails to pass the Pre-Trip Vessel Safety Checklist, the At-Sea Monitor shall not sail on the
 31 vessel and shall complete Safety Deficiency Report (Section J, Attachment 22, Safety Deficiency
 32 Report), which shall be provided to the captain and NMFS.

33 Valise life rafts will be issued to the contractor by NMFS upon award of the contract. It is
 34 expected that the contractor shall maintain the life rafts while in their care and ensure the life raft
 35 is up to date with service and inspections. When service and inspection dates are coming close to
 36 their expiration, the contractor shall contact NMFS to schedule a drop off of the raft. If there is
 37 evidence that the life raft is not treated properly while in their care (i.e., dragged on the ground
 38 resulting in holes in the raft) then the contractor will be liable for the cost of a replacement raft.

39 At-Sea Monitor safety is of paramount importance to ASM. If at any time an At-Sea Monitor
 40 feels that a vessel is unsafe prior to departure, they may decline the trip and report this on the
 41 Pre-Trip Vessel Safety Checklist

42 (Section J, Attachment 23) to NMFS.

1 Communication

2 The contractor shall provide and employ a method for At-Sea Monitors to communicate vessel
3 departure and arrival information; handle At-Sea Monitor emergencies and/or problems related
4 to At-Sea Monitor logistics when they are at sea, in transit to the dock, or in port awaiting vessel
5 departure. The contractor shall contact NMFS of all emergency situations, including medical,
6 within twelve (12) hours of learning of the incident as referenced in Section F.5.14.

7 The contractor shall provide NMFS with access to a real time online At-Sea Monitor tracking
8 system for At-Sea Monitor deployments (including vessel identifier information), leave
9 schedules, and status (part-time vs. full-time) updates as referenced in Section F.5.15.

10 The contractor shall provide NMFS with all written documents/memos that are sent their At-Sea
11 Monitors within 24 hours of when the document/memo is sent as referenced in Section F.5.25.

12 The contractor shall notify NMFS of when an At-Sea Monitor is subject to disciplinary action by
13 the contractor (i.e., placed on probation, performance monitoring, etc....) within 24 hours of
14 when the disciplinary action took place as referenced in Section F.5.26.

15 Notification of Potential Infractions

16 The contractor shall immediately notify the COTR of any potential violation of the Rules and
17 Regulations that implement the Fishery Management Plan under the Magnuson-Stevens Fishery
18 Conservation and Management Act, Marine Mammal Protection Act or Endangered Species Act
19 or any regulations that govern the At-Sea Monitor program, including but not limited to: vessels
20 failing to provide adequate notification prior to departing, failing to take an At-Sea Monitor,
21 incidents of At-Sea Monitor interference, harassment, or intimidation. The contractor shall
22 ensure that each returning At-Sea Monitor is debriefed for incidents of intimidation, interference,
23 or harassment within twelve (12) hours of trip landing as referenced in Section F.5.14. Reported
24 incidents of the vessel failing to take an At-Sea Monitor or incidences of the contractor failing to
25 handle incidents of interference, harassment or intimidation of At-Sea Monitors will be
26 investigated by NMFS.

27 Vessel Operations and Working Conditions

28 Fishing vessels routinely operate out of ports from New York to Maine (Section J, Attachment
29 24, Location of ASM Trips in 2010). Trips can range from 1-14 days in duration. The vessels
30 operate in ocean waters, 3-200 miles offshore in all weather conditions. Vessels are generally 30-
31 150 feet in length. Crew members and At-Sea Monitors live and sleep in cramped quarters, often
32 in damp conditions and share common facilities. On some vessels, the crew does not speak
33 English. At-Sea Monitors must be willing to travel occasionally to cover locations other than
34 their primary ports.

35 At-Sea Monitor Health and Safety Regulations require sleeping areas for the At-Sea Monitor to
36 be equal to those of the crew. Some vessels have no shower and may lack permanent toilets or
37 bunks. Although vessels may not have separate facilities for women, federal regulations require
38 reasonable privacy for female At-Sea Monitors. Female At-Sea Monitors on a vessel with an all-
39 male crew must be accommodated with adequate privacy which can be ensured by installing a
40 curtain or other temporary divider, in a shared cabin. Because of the size and responsiveness of
41 these vessels to sea conditions, motion sickness can be debilitating for some individuals and
42 should be seriously considered in all prospective At-Sea Monitor candidates. Most vessels carry

1 no trained medical personnel aboard and rely upon first aid knowledge of the boat's operator in
2 consultation with land-based physicians via radio.

3 Food is provided on multiday trips for the At-Sea Monitor and must be equal to the food being
4 served to the rest of the crew. On single day trips, At-Sea Monitors must bring their own food
5 and water.

6 Data Quality

7 The NMFS COTR will monitor all aspects of contractor performance as described below:

- 8 • Failure to deliver data from an observed sea day includes:
- 9 • All data must be delivered at the required time frame, as specified by NMFS.
- 10 • Data must not be fraudulent or of such poor quality as to be unusable (i.e. if determined to be
11 fraudulent or unusable within 90 days of receipt of the data).

12 The contractor shall interact with vessels which have carried At-Sea Monitors. They shall
13 interview the captain; using NMFS issued workbooks with a pre-determined set of questions
14 (Section J, Attachment 25, Captain Interview Questions), and determine if the At-Sea Monitor
15 performed his/her job in a professional manner and carried out all required tasks. Unless
16 otherwise instructed by NMFS, a random selection of 10% of each At-Sea Monitor's trips each
17 quarter will have follow-up interviews. Format questions will be provided by NMFS. Trip
18 Interview Reports will be provided to NMFS electronically within two working days of the
19 interview as referenced in Section F.5.16. The contractor shall report, in writing to the COTR, all
20 complaints made by the industry regarding At-Sea Monitor activities, as well as any At-Sea
21 Monitor injuries aboard vessels or on docks to NMFS.

22 An At-Sea Monitor's ability to work will be based on his/her certification. If an At-Sea Monitor
23 does not adhere to NMFS protocols or meet the At-Sea Monitor Standards of Conduct (Section J,
24 Attachment 7, At-Sea Monitor Standards of Conduct), they may be placed on pre-probation,
25 probation or decertified, as described in the NMFS policy statement regarding certification
26 (Section J, Attachment 26, ASM At-Sea Monitor Performance Monitoring, Review, Probation
27 and Decertification).

28 NMFS will provide the contractor with a data quality rating for each At-Sea Monitor (Section J,
29 Attachment 19, Data Quality Rating).

30 Contractor Standards of Conduct

31 The Contractor shall comply with the requirements of Clause H.2.2 At-Sea Monitors Preventing
32 Personal Conflicts of Interest. The contractor shall assign at-sea monitors without regard to any
33 preference expressed by representatives of vessels based on, but not limited to, at-sea monitor
34 race, gender, age, religion or sexual orientation.

35 At-Sea Monitor Termination Documentation

36 The contractor shall notify the COTR when an At-Sea Monitor leaves the ASM for any reason as
37 referenced in Section F.5.19. Reasons for termination, whether contractor initiated or At-Sea
38 Monitor initiated, must be documented and provided to NMFS within 7 days of the At-Sea
39 Monitor's departure and shall be used to determine trends and assist in improving retention of
40 qualified At-Sea Monitors as referenced in Section F.5.20.

- 1 • 31 – 179 days = Security Worksheet, SAC Form (OFI Form 86C), Finger Print Cards (FD
- 2 258 Cards)
- 3 • 180 or greater days = EQIP Package
- 4 ○ Security Worksheet
- 5 ○ Electronic Questionnaire (filled out after applicant has been placed in EQIP)
- 6 ○ EQIP Signature pages (generated after applicant has completed Questionnaire in EQIP)
- 7 ○ Declaration for Federal Employment (Optional Form 306)
- 8 ○ Finger Print Cards (FD 258 Cards)
- 9 ○ Fair Credit Reporting Form (filled out based on position sensitivity)

10 Foreign National (FN) Information (must be submitted along with Investigation Packages)

11 Foreign Nationals is anyone who is a non-U.S. citizen or non-green card holder (aka permanent
12 resident card). Foreign Nationals fall into two categories: Visitors or Guests. Visitors are
13 personnel onsite for up to 3 days; or whom will be attending a conference, workshop, or training
14 (which can go up to 5 days). Guests are personnel who will be onsite over 3 days and who do not
15 fall into the 5 day category listed above. All Foreign National Visitor/Guests information must
16 be submitted through the Foreign National Registration System (FNRS) by NMFS.

17 CLAUSES INCORPORATED BY REFERENCE

18 C.7.1 CAR 1352.237-71 SECURITY PROCESSING REQUIREMENTS—LOW RISK
19 CONTRACTS (APR 2010)

20 (Reference 48 CFR 1337.110-70)(c))

21 C.7.2 CAR 1352.237-73 FOREIGN NATIONAL VISITOR AND GUEST ACCESS TO
22 DEPARTMENTAL RESOURCES (APR 2010)

23 Reference 48 CFR 1337.110-70)(e))

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EXHIBIT I

Administration



**UNITED STATES DEPARTMENT OF COMMERCE
National Oceanic and Atmospheric**

NATIONAL MARINE FISHERIES SERVICE
GREATER ATLANTIC REGION
55 Great Republic Drive
Gloucester, MA 01930-2276

EXEMPTED FISHING PERMIT (EFP)

19015

Principal Investigator: Chris McGuire
The Nature Conservancy
99 Bedford St., 5th Floor
Boston, MA 02111
(617) 532-8351

Permit Issued Date: April 30, 2019
Permit Effective Date: May 1, 2019
Permit Expiration Date: April 30, 2020

Vessel Owner or Operator	Vessel Name	Hull Number	Federal Permit Number
Gerry Cushman	<i>Bug Catcha</i>	1261523	233869
Tom Casamassa	<i>Theresa Irene III</i>	ME1979T	140344
Tom Lyons	<i>Marion J</i>	653821	232278
Rodman Sykes	<i>Virginia Marise</i>	587180	310991
Nick O'Toole	<i>Zachary T</i>	MS4951BD	130772

In accordance with Magnuson-Stevens Fishery Conservation and Management Act provisions (16 U.S.C. 1801 et seq.), 50 CFR 600.745, and 50 CFR 648.12, the above-named vessels are exempt from the regulations specified below while conducting experimental fishing activities in accordance with the specified conditions and requirements. The vessels are participating in a study to develop electronic monitoring (EM) for catch accounting in the groundfish fishery. While participating in the study, vessels are required to use EM (cameras and gear sensors) when selected for at-sea monitoring (ASM) coverage in lieu of carrying a human observer. Vessels may temporarily retain groundfish below the minimum size and prohibited groundfish species (e.g., ocean pout, windowpane flounder, Atlantic wolffish), for sampling purposes only.

All catch of allocated groundfish stocks must be retained and landed, consistent with normal requirements for groundfish sector vessels. Undersized groundfish will be handled according to the vessel's monitoring plan (VMP), in view of cameras, and returned to the sea as quickly as possible. All other species will be handled per normal commercial fishing operations. No legal-sized

1 regulated groundfish will be discarded, unless otherwise permitted through a regulatory exemption
2 granted to the participating vessel's sector for the purpose of discarding unmarketable fish.

3
4 **EXEMPTIONS**
5

- 6 1. Independent third-party monitoring program requirements at § 648.87(b)(1)(v)(B) when
7 selected for ASM coverage;
8 2. Minimum fish size requirements for Northeast multispecies at § 648.83(a), for sampling
9 purposes only; and
10 3. Ocean pout, windowpane flounder, and Atlantic wolffish possession prohibition at §
11 648.86(l), for sampling purposes only.
12

13 **CONDITIONS AND REQUIREMENTS**
14

15 Exemptions are valid provided the above-listed vessels comply with the following conditions and
16 requirements.

- 17 1. This EFP must be carried aboard the vessel and accompany valid Federal fishery permits for
18 any species that is landed.
19
20 2. Vessels fishing under this EFP are required to run EM, adhere to the catch handling protocols
21 in their VMP, and report at the haul-level on groundfish trips selected for ASM coverage.
22
23 3. The vessel must carry on board, and abide by at all times, its approved VMP. The VMP
24 describes the installation and placement of the EM system, catch handling requirements,
25 including the controlled points of allowable discarding, operator responsibilities, EM
26 provider contact information, troubleshooting guide, pre-trip function test instructions, and
27 other requirements of using EM. The vessel is prohibited from sailing without a NMFS-
28 approved VMP.
29
30 4. If changes to a vessel's VMP occur throughout the fishing year, a copy of the revised VMP
31 must be provided to NMFS. If updates to the VMP have a direct impact on catch accounting
32 (onboard catch methodology, discard control points, etc.), then those modifications must be
33 approved prior to fishing. Other changes (system upgrades, general maintenance, etc.) that
34 do not have a direct impact on catch accounting do not require NMFS approval.
35
36 5. The vessel must follow the catch handling requirements specified below in addition to the
37 catch handling requirements specified in the vessel's VMP:
38
39 a. Discarded regulated groundfish species must be placed on the designated discard
40 measurement strip in view of the dedicated measurement camera to ensure proper
41 identification;
42 b. High volume discard events of regulated groundfish may be subsampled according to
43 a NMFS-approved subsampling protocol, if authorized in the vessel's VMP;
44 c. Discards of legal-sized unmarketable fish must be handled in the same way as the
45 other regulated groundfish species and reported on the electronic vessel trip report;
46 d. Species other than regulated groundfish (e.g., skates, dogfish) must be discarded in

- 1 view of a camera at one of the designated discard control points specified in the
2 VMP; and
3 e. Prohibited species (marine mammals, sea turtles, seabirds, etc.) must be discarded in
4 view of a camera, and a marine mammal report form completed for any interaction, as
5 normally required during commercial fishery operations.
6
7 6. Vessels fishing under this EFP are not exempt from the requirement to carry a Northeast
8 Fishery Observer Program (NEFOP) observer when selected for coverage. Vessels are still
9 subject to NEFOP coverage. Vessels are required to use EM in addition to NEFOP coverage
10 when NEFOP observers are present.
11
12 7. In the event of an EM system failure prior to sailing, the vessel operator must notify their EM
13 service provider and sector manager, and contact the Pre-Trip Notification System (PTNS) as
14 soon as possible, to request a waiver as described in the VMP. If granted a waiver, the vessel
15 can make that trip, and subsequent trips granted a waiver or selected for NEFOP coverage,
16 until the vessel is again selected for EM coverage. If a waiver is not issued, the vessel is
17 prohibited from sailing on a selected trip without a working EM system.
18
19 8. In the event of an EM system failure during a trip, the vessel is allowed to complete the trip,
20 but the vessel operator must contact the EM service provider and sector manager, and contact
21 PTNS as soon as possible, to request a waiver as described in the VMP. If the issue cannot
22 be resolved, the trip may be considered unobserved. The vessel may make subsequent trips
23 if granted a waiver or selected for NEFOP coverage; however, the vessel may not sail
24 another trip selected for EM coverage until the issue is resolved.
25
26 9. Participating vessels, sectors, and EM service providers must provide NMFS access to EM
27 data.
28
29 10. The vessels must comply with all other applicable requirements and restrictions specified at
30 50 CFR part 648, including all permit conditions at § 648.4(b).
31
32 11. This EFP does not exempt the vessel from any requirements imposed by any state, the
33 Endangered Species Act, the Marine Mammal Protection Act, or any other applicable laws.
34
35 12. The Nature Conservancy must provide a copy of the final project report to NMFS within 6
36 months of the expiration of the EFP.
37

38 Activities that do not comply with these provisions subject the violator to fines and/or permit
39 sanctions.
40

41 Authorized by:
42

43 

1 Michael Pentony
2 Regional Administrator

3
4

5 I agree to comply with the conditions of this permit.

6

7

8 _____
9 Signature of Principal Investigator
10 (permit not valid until signed)

Date

10

11

12 _____
13 Signature of vessel owner or operator
14 (permit not valid until signed)

14

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16