NORTHEAST COASTAL COMMUNITIES SECTOR
MEMBERSHIP AGREEMENT AND OPERATIONS PLAN

Fishing Year 2011

This Membership Agreement and Operations Plan ("Agreement") is entered into as of this 31st day of August, 2010 by and among the permit owners who have signed this Agreement on the signature pages hereto, and any other permit owners that are admitted pursuant to the terms of this Agreement (each, a "Member" and, collectively, the "Members").

RECITALS

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

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

WHEREAS, Amendment 16 to the Plan (“Amendment 16”) modified and expanded the requirements established for sector formation and operations established by Amendment 13, and has been in effect since May 1, 2010.

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

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

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

conduct groundfish harvesting activities in compliance with the Plan and the Magnuson-Stevens Fishery Conservation and Management Act (the "Act"), as amended from time to time, and applicable regulations promulgated by NMFS;

NOW, THEREFORE, in consideration of the mutual benefits conferred by this Agreement, the receipt and sufficiency of which are hereby acknowledged, the Members agree as follows:

ARTICLE I - Representations and Warranties of the Members

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

Section 1.01 Eligibility

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

1.01.2. The Member’s Permit is based on documented landings of regulated species between May 1, 1996, and April 30, 2007, which are the 1996 through 2006 fishing years (such period of time shall hereinafter be referred to as the "Qualifying Period"). For the purposes of this Agreement, the permit shall be deemed to include all harvesting rights, privileges, or entitlements conferred by the permit on the permit holder, as well as all fishing history associated with the permit in the subject fishery (the “Permit).

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

1.01.4. Each Member has assigned its Permit to a Participating Vessel or confirmation of permit history (CPH), which is also listed on Exhibit G with the corresponding Permit. Notwithstanding the list of Participating Vessels set forth on the signature pages hereto, for purposes of this Agreement, "Participating Vessel" shall mean the vessel to which a Member's Permit applies at any given time.

Section 1.02 Organization and Authority

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

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

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

ARTICLE II – Duty of Cooperation

Section 2.01 Sector Agreement and Its Purposes

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

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

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

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

ARTICLE III – Membership

Section 3.01 Voluntary Membership

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

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

Section 3.02 Scope of Membership Obligations

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

3.02.2. If a Member transfers its Permit from the Participating Vessel to a new vessel during the term of this agreement, the new vessel shall be subject to the terms of this Agreement.

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

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

a. Exhibit A - Penalty Schedule

b. Exhibit B – Harvest Plan

c. Exhibit C – Sector Administration

d. Exhibit D – At Sea Monitoring Plan

e. Exhibit E – Dockside Monitoring Plan

f. Exhibit F – ACE Monitoring Plan

g. Exhibit G – List of Member Federal Permits

h. Exhibit H – List of Member State Permits

i. Exhibit I – Monitoring Service Provider Information

j. Exhibit J – Records Access Authorization

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

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

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

3.02.8. The Members agree to authorize the Sector to obtain records from NMFS concerning the Member's fishing history and landings, and, by this Agreement, provide

the Sector with the authorization for NMFS record access attached as Exhibit J.

Section 3.03 Length of Commitment

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

3.03.2. If NMFS does not approve the Sector application and this Agreement, as the same may be amended, for the 2011 fishing year, then the obligation of such Member under this Agreement shall terminate effective as of the date of the Sector's receipt of the final decision by NMFS to disapprove the Sector application, and the Member will remain in the common pool under the Plan.

3.03.3. If NMFS approves this Agreement and the Sector application, the Members may renew this Agreement for application to future fishing years, upon terms and condition acceptable to the Members. Each Member must express their interest in renewal of the Agreement by June 1, 2011.

3.03.4. The Members may withdraw from this Agreement solely for the purpose of remaining in the common pool of vessels under the Plan up until December 31, prior to the start of the fishing year for which this Agreement is valid.

3.03.5. Each Member acknowledges and agrees that 50 CFR Part 648.87 requires that each of its Permits and the related Participating Vessels must remain in the Sector for the entire fishing year in which such Permits and/or Participating Vessels are enrolled in the Sector, and that each Member's Participating Vessels may not fish outside the Sector under a multispecies DAS program during any fishing year in which its Permits and/or Participating Vessels are enrolled in the Sector. Notwithstanding anything to the contrary in this Section, a Member may make an approved transfer of an enrolled Permit or Participating Vessel pursuant to Section 3.02.2.

3.03.6. Each Member further agrees that if its Permit leaves the Sector for any reason during the Commitment Period, (i) such Member shall be subject to the penalty or penalties described on the Schedule of Penalties (as hereinafter defined) and (ii) such Member, its Permit and the related Participating Vessel shall be ineligible to participate in the Sector for a period of five (5) years following the date of such departure from the Sector.

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

Section 3.04 Permit Transfers

3.04.1. As long as a Member is a party to this Agreement, the Member shall not lease annual catch entitlement, (ACE) or Days At Sea (DAS) or otherwise transfer the use

rights in the Member's Permit to an entity outside of the Sector unless a majority of the Sector Board Members and the Sector Manager provide written consent prior to the effective date of the lease or transfer.

3.04.2. Any ACE lease by the Penobscot East Resource Center permit bank to an entity outside of the Sector is exempt from the Board approval requirement, and simply requires the approval of that member and the Sector Manager.

3.04.3. As long as a Member is a party to this Agreement, the Member shall not sell, or otherwise transfer the ownership in the Member's Permit unless (i) all Sector Members and the Sector Manager provide written consent to transfer prior to the effective date of the transfer; and (ii) the transferee agrees in writing to be bound by this Agreement for the remainder of the fishing year in which such sale or transfer is to occur.

3.04.4. The Sector Members, in their sole discretion, may decide to approve a Permit transfer.

Section 3.05 Right of First Refusal (Administrative only)

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

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

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

3.05.4. The Permit Bank shall reply in writing to the Transferring Member within 10 business days ("Election Period") of receipt of the Transferring Member's written Notice of First Refusal.

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

3.05.6. In the event that the Permit Bank delivers an Election Notice, then the

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

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

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

Section 3.06 Membership Financial Obligations (Administrative only)

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

ARTICLE IV – Administration

Section 4.01 Sector Manager (Administrative only)

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

Section 4.02 Manager Responsibilities and Authority

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

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

a. calculate and inform each vessel owner of their annual allocation of the Sector's ACE for each stock for the year;

b. oversee compliance with the Sector Operations and Harvest Plans, including administration of all required monitoring programs, including, but not limited to,

monitoring of catch and discards by stock and location for each vessel in the Sector relative to the ACE for each groundfish fishery stock to the Sector;

c. maintain current calculations of individual Member and aggregate Sector landings and discards of all multispecies stocks relative to the Sector's ACE and report those calculations to NMFS weekly, or more frequently as required under special Harvest Plans;

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

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

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

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

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

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

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

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

l. act as designated agent for service of process;

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

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

<u>Section 4.03</u> Infractions Committee

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

4.03.2. The Infractions Committee shall ensure the fair, consistent and appropriate enforcement of this Agreement, any other adopted under the terms of this Agreement or the Sector's Bylaws, or any other Sector requirements.

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

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

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

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

Section 4.04 Member Violation Reporting Responsibility

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

ARTICLE V – Allocation

Section 5.01 Annual Distributions and Transfers

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

5.01.2. Each Member agrees to cause its Participating Vessels to, exercise all commercially reasonable efforts to (i) assist in harvesting the regulated species in an amount equal to, but not greater than, the ACE, consistent with the applicable Harvest

Plan, and (ii) to comply with all of the other Sector requirements set forth in this Agreement.

5.01.3. The initial Harvest Plan allocates a portion of the Sector's ACE to each Member in an amount equal to the Member's Potential Sector Contribution minus a reserve of up to ten percent, established by the Board consistent with the provisions of this Article.

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

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

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

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

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

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

<u>Section 5.02</u> Reserve (Administrative only)

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

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

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

Section 5.03 Distribution of Reserve (Administrative only)

5.03.1. If the Board, subsequent to the establishment of a reserve pursuant to Section 5.02 hereof, determines that the ACE, as adjusted pursuant to Section 5.02, will be fully harvested by the Participating Vessels, the Board shall release and authorize the harvesting of the reserve by the Members, their Permits and their Participating Vessels.

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

5.03.3. The Board may direct the Sector Manager to institute more restrictive monitoring and reporting by Members, or otherwise amend the Harvest Plan, in order to ensure that the Sector ACE is not exceeded. Amendments to the Operations Plan will not be valid without approval from the National Marine Fisheries Service

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

Section 5.04 Fishing History in Sector

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

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

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

Section 5.05 Sector Participation Impact on Fishing History

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

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

Section 6.01 Participating Vessel Catch Reports

6.01.1. To enable each Member and the Sector to monitor the Members' compliance with this Agreement, each Member agrees to report each of its Participating Vessels' entire catch on a landing-by-landing basis, by providing the Sector Manager with a signed electronic copy of the official Vessel Trip Report ("VTR") or other reporting document authority by NMFS at least within 12 hours of offloading fish, or even sooner if required by a Harvesting Plan adopted by the Sector. The Members shall use the reporting form approved by the Sector Manager.

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

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

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

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

Section 6.02 Dealer Sales and Reporting

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

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

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

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

Section 6.03 Catch Verification

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

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

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

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

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

Section 6.04 Catch Monitoring

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

Section 6.05 Landing Port Exceptions

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

Section 6.06 Observed Offloading

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

Section 6.07 Advanced Notice of Offloading

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

Section 6.08 Proof of Sector Membership

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

Section 6.09 Gear and Area Restrictions

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

Section 6.10 Operators

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

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

ARTICLE VII – Enforcement

Section 7.01 Agreement Enforcement

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

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

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

Section 7.02 Procedures for Investigations and Enforcement Actions

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

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

the Sector, its Manager or Members designed to ensure compliance with this Agreement, the Operations Plan, or Other Sector Requirements.

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

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

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

7.02.6. If, upon the conclusion of such investigation and hearing, the Infractions Committee determines by an affirmative vote of a majority (51%) of its members that a violation of this Agreement, the Harvesting Plan, or other Sector requirements has occurred, the Infractions Committee may, in addition to the imposition of any penalties prescribed in the Schedule of Penalties, invoke sanctions, ranging from letters of warning to reductions in allocation to the Member, its Permits and its Participating Vessels by the Sector, or issue stop fishing orders. The Infractions Committee shall exercise all reasonable efforts to ensure that penalties and settlements are commensurate with the nature and extent of the violation, are designed to further the purposes of the Plan and are uniform with those reached in similar circumstances.

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

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

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

<u>Section 7.03</u> Sector Member Liability for NMFS Enforcement

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

of catch (landings or discards).

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

7.03.3. The Sector Member or Members who are responsible for the actions giving rise to the NMFS enforcement action shall indemnify and hold harmless the Sector and other non-responsible Sector Members as provided in Section 7.08.

Section 7.04 Injunctive Relief

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

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

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

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

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

Section 7.05 Penalties and Attorney's Fees

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

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

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

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

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

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

Section 7.07 Alternative Dispute Procedures (Administrative only)

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

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

Section 7.08 Indemnification (Administrative only)

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

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

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

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

ARTICLE VIII – Expulsion of Members

Section 8.01 Cause

8.01. The Members agree that a Member and its Permit(s), and Participating Vessel(s) may be expelled from the Sector if: (i) the actions of a Member or its Participating Vessel seriously undermine and threaten the existence of the Sector; (ii) the actions of such Member and/or its Participating Vessel (or operators of participating Vessel) have exposed other Members of the Sector to monetary penalties or Losses; (iii) Such Member has been convicted of a serious crime; or (iv) Such Member has not paid all its financial obligations to the Sector under this Agreement; or (v) a Member violates a Sector Manager's stop fishing order.

Section 8.02 Procedure

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

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

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

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

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

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

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

ARTICLE IX – Term/Termination

Section 9.01 Term

The effective date of this Agreement shall be the date of the Regional Administrator's approval of this Agreement under 50 CFR Part 648.87 and the Agreement shall remain effective until the termination date on the last day of the 2011 fishing year in April 2012 (the "Term").

Section 9.02 Extension

The Term of this Agreement may be extended by the written consent of the Members. Such written consent to extend the Term of this Agreement shall be delivered at least 20 calendar days in advance of the date by which the Sector's Operations Plan and Agreement for the upcoming fishing year must be submitted to NMFS.

ARTICLE X – Miscellaneous

Section 10.01 Entire Agreement

This Agreement and its Exhibits, as well as any other document incorporated by reference, constitutes the entire agreement among the parties and supersedes any prior understandings, agreements, or representations by or among the parties, written or oral, to the extent they related in any way to the subject matter hereof.

Section 10.02 Succession and Assignment

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

Section 10.03 Counterparts

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

Section 10.04 Notices

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

Section 10.05 Governing Law

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

Section 10.06 Change in Law

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

Section 10.07 Consent to Jurisdiction and Venue

Subject to and without limiting the alternative dispute resolution procedures set forth in Article 7, each of the Members consent to the exclusive jurisdiction and venue of the federal district court in Portland, Maine or, if said court does not have jurisdiction, in such courts in the State of Maine that do have jurisdiction, for adjudication of any suit, claim, action or other proceeding at law or in equity relating to this Agreement. Each of the Members accepts, generally and unconditionally, the exclusive jurisdiction and venue of the aforesaid courts and waives any objection as to venue, and any defense of f*orum non conveniens*.

Section 10.08 Amendments and Waivers (Administrative only)

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

Section 10.09 Severability (Administrative only)

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

Section 10.10 Expenses (Administrative only)

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

Section 10.11 Incorporation of Exhibits and Other Documents

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

[SEE ATTACHED SIGNATURE PAGES]

EXHIBITS

TABLE OF CONTENTS

a. Exhibit A - Penalty Schedule

b. Exhibit B – Harvest Plan

c. Exhibit C – Sector Administration

d. Exhibit D – At Sea Monitoring Plan

e. Exhibit E – Dockside Monitoring Plan

f. Exhibit F – Annual Catch Entitlement Monitoring Plan

g. Exhibit G – List of Sector Member Federal Permits

h. Exhibit H – List of Sector Member State Permits

i. Exhibit I – Monitoring Service Provider Information

j. Exhibit J – Records Access Authorization

EXHIBIT A: PENALTY SCHEDULE

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

EXHIBIT B: HARVEST PLAN, FY 2010-2011

Harvest rules

The Members and the Participating Vessels of the Northeast Coastal Communities Sector agree to be legally-bound to follow the Operations Plan and Harvesting Rules for the FY2011 as described herein, notwithstanding those rules and regulations applicable to common pool Multispecies vessels.

I. Monitoring

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

II. Quota management

1. Annual Catch Entitlement ("ACE"): The portion of the Plan TAC for each species that has been allocated to the Sector by NMFS. The Members agree that they will not collectively harvest more than the Sector ACE for each stock and that once the annual ACE for a stock is reached, no Member will fish commercially with any fishing gear capable of catching such fully harvested stock. The annual ACE for any stock may be increased or decreased after initial NMFS ACE decision by means of ACE transfers between Sectors as provided in the Membership Agreement and Operations Plan ("Agreement").

2. Weekly and monthly allocation of all stocks quota targets: The Board of Directors may establish monthly, weekly, or trip target quotas to slow down harvest rates. If such target quotas are imposed, Sector Members agree to adjust their fishing operations to avoid exceeding these quotas.

3. Full retention: All legal size allocated stocks harvested during any fishing operation must be retained, landed and counted against the Sector's Aggregate Allocation.

III. Administrative

1. DAS Transfer/Lease: A Member, its Permit and Participating Vessel may not transfer or lease DAS to any non-Sector or Sector Member, Permit, or Participating Vessel during the Commitment Period in which the Participating Vessel and/or Permit is enrolled in the Sector except in accordance with the transfer provisions of the Agreement.

IV. Gear requirements

1. Gear Restriction: Vessels will use otter trawls, hooks or gillnets.

2. Hook Size: All tub trawl and longline hooks must be 12/0 circle hooks or larger unless an exemption is approved for the 2011 fishing year. (Handline hooks have no minimum size.) For these purposes, a "circle hook" is defined as a hook with the point turned back towards the shank and the barbed end of the hook is displaced (offset) relative to the parallel plane of the eyed-end, or shank of the hook when laid on its side.

3. Mesh size: All otter trawl mesh must be 6 ½ inch mesh or larger.

4. Spawning Season Restrictions: Sector Vessels are not required to adhere to the seasonal closure on Georges Bank (May 1 through May 31). Participating vessels are exempt from existing "rolling closures". However, all vessels need to abide by new spawning closures as defined in Amendment 16.

5. Operating Area: Participating vessels will fish in the Gulf of Maine, George's Bank, and Southern New England using fishing gear capable of catching allocated stocks under the Plan.

Exemptions requested

1. Exemption request: DSM when ASM is present

The Northeast Coastal Communities Sector requests an exemption from all dockside monitoring requirements for trips on which an at-sea monitor is present.

Rationale:

There is no need for redundant monitoring of the same trip by both an at-sea and a dockside monitor because the at-sea monitor will already achieve the catch verification objective of the dockside monitor for that trip. The expense of additional dockside monitoring is unnecessary and overly burdensome for the Sector members.

2. Exemption request: DSM for jig fishery

The Northeast Coastal Communities Sector requests an exemption from all dockside monitoring requirements for all trips conducted by jig fishermen.

Rationale:

Jig (hook and line) fishermen can target cod with virtually no bycatch of other stocks. This has been demonstrated by this gear type during the 2010 fishing year and in past years. Furthermore, jig fishing yields far fewer fish caught than other gear types, and thus monitoring of this gear type is cost ineffective in terms of dollars spent per monitored pound of fish.

3. Exemption request: DSM for hook gear dogfish directed trips

The Northeast Coastal Communities Sector requests an exemption from all dockside monitoring requirements for all trips using demersal longline, handgear, and jig on targeted dogfish trips.

Rationale:

Dogfishing trips yield extremely low groundfish bycatch with a hook gear type. The cost of

dockside monitoring per pound of groundfish monitored in the directed dogfish fishery using hook gear is too low to justify the burden that this monitoring places on the fishery.

4. Exemption request: ASM for hook gear dogfish directed trips

The Northeast Coastal Communities Sector requests an exemption from all at-sea requirements for all trips using demersal longline, handgear, and jig on targeted dogfish trips.

Rationale:

Dogfishing trips yield extremely low groundfish bycatch with a hook gear type. The cost of at-sea monitoring per pound of groundfish monitored in the directed dogfish fishery using hook gear is too low to justify the burden that this monitoring places on the fishery.

5. Exemption request: DSM for hook trips up to a 10,000 lb catch threshold

The Northeast Coastal Communities Sector requests an exemption from dockside monitoring until at least 10,000 lbs of fish have been caught by vessels deploying hook gear in the NCC Sector. Once this threshold has been triggered, DSM coverage would commence.

Rationale:

During the 2010 fishing year, our Sector contracted with service providers to monitor the offload of trips that yielded zero pounds of groundfish due to the sparse fishing grounds in this region. The cost of acquiring this observer coverage was several hundred dollars due to the remote nature of our ports in eastern Maine. Dockside monitoring is both cost prohibitive and unnecessary for trips that yield virtually no groundfish.

6. Exemption request: Prohibition on using electronic video monitoring

The Northeast Coastal Communities Sector requests an exemption from the prohibition against using electronic video monitoring in place of on-board observer coverage for meeting ASM requirements.

Rationale:

Human observer coverage is prohibitively expensive for all vessels that lands a relatively small volume of fish. Electronic video monitoring is an approved at-sea monitoring tool in other regions and it should be accepted in New England for approval for ASM coverage.

7. Exemption from ASM for trips targeting dogfish, skate, and monkfish

The Northeast Coastal Communities Sector requests an exemption from the ASM requirements for targeting dogfish, skate, and monkfish.

Rationale:

These trips yield a very small percentage of groundfish bycatch. This low level of bycatch does not justify the economic burden placed on the Sector by the monitoring requirement.

8. Exemption from extrapolation of discarded fish pieces across strata

The Northeast Coastal Communities Sector requests an exemption from the discard extrapolation across strata, instead opting for this weight to be subtracted from the ACE of the individual that discarded the fish.

Rationale:

By allowing the Sector the flexibility to assign the discards to an individual rather than across the strata, the exemption creates an incentive for the cleanest fishing possible because those fishermen who can catch the lowest levels of bycatch will have the least bycatch ACE deduced.

9. Exemption from the minimum hook size for demersal longline.

The Northeast Coastal Communities Sector requests an exemption from the minimum hook size for demersal longline to target flatfish.

Rationale:

Fishermen deploying hook gear can target flatfish and avoid bycatch by placing their gear only on particular bottom strata. When using this gear type, these fish can only be caught with smaller hooks. By allowing them to creatively modify their fishing gear to target flatfish, they will be able to more effectively harvest their full allocation and realize their economic potential.

10. Exemption from the hook limits for the GOM, GB, and SNE areas.
11. Exemption from the 20 day out rule.
12. Exemption from the 120 days out gillnet rule.
13. In accordance with the Magnuson-Stevens Act (16 U.S.C. 1801 et seq.), and 50 CFR 600.745,the Sector is requesting exemptions from the following regulations for sampling purposes only: minimum fish size restrictions; fish possession limits; species quota closures; prohibited fish species, not including species protected under the Endangered Species Act; and gear-specific fish possession restrictions. All fish that do not comply with applicable fishing regulations must be discarded as soon as practicable following data collection, and shall not enter port or be landed. Length and weight measurements would be taken. The information would be used by a valid research institution for the purposes of informing the existing stock assessment framework.
14. Federal Register (RIN 0648-XY55) exemption #10: Access to GOM Rolling Closure Areas in May and June
15. Fed Reg #13: Daily Catch Reporting by Sector Managers for Vessels Participating in the CA 1 Hook Gear Haddock SAP
16. Fed Reg #19: Requirement to Power a VMS while at the dock
17. Fed Reg #20: All DSM and Roving Monitoring Requirements
18. Fed Reg #21. DSM Requirements for Directed Monkfish, Skate, and Dogfish trips
19. Fed Reg#26. DSM, Roving Monitoring, and Hail Requirements for Hook-only or Handgear Vessels
20. Fed Reg #27. DSM, Roving Monitoring, and Hail Requirements for Vessels using Demersal Longline Gear, Jig Gear, and Handgear while Targeting Spiny Dogfish in Massachusetts State Waters
21. Fed Reg #29. The Requirement to Delay Offloading Due to the Late Arrival of the Assigned Monitor
22. Fed Reg #30. Prohibition on Offloading of Non-Allocated Species Prior to the Arrival of the Monitor

EXHIBIT C: SECTOR ADMINISTRATION

Compliance with Sector ownership provision established in Amendment 16

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

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

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

Compliance with Letters of Authorization (LOA's)

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

Training for Members in Sector's business rules

The Sector Manager has held numerous fishermen's meetings prior to September 1st, 2010 to engage fishermen in the development of the Northeast Coastal Community Sector operations plan and environmental assessment. Meetings will continue with all Sector Members prior to May 1, 2011. Meeting content will include, but will not be limited to: monitoring requirements, reporting requirements, other Amendment 16 sector requirements, stop fishing orders, and violations.

Oversight and management of the Sector

The Sector Manager for the Northeast Coastal Communities Sector works from the Penobscot East Resource Center "Penobscot East" office in Stonington, Maine. Penobscot East is a 501(C)(3) nonprofit corporation. The Sector legal entity is currently pursuing incorporation as a nonprofit 501 (c)(5) with articles of incorporation to be filed in the state of Maine, prior to May 1, 2011. The new nonprofit corporation will have a board of directors. The Board's responsibilities are outlined, in part, in the Sector contract. The Board's responsibilities are also described in detail in the Sector bylaws.

Reconciling conflicting data reports

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

Transmission of reports

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

Business rules for unexpected situations

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

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

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

Special circumstances

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

Reporting - missing reports/ non-compliance

Standard reporting procedure

Vessel trip reports

Vessel trip reports must be sent by the Member to the Sector Manager the same day that a Member lands the catch. The reports can be sent at the dealer if the dealer is willing to scan and email the report or fax it. Alternatively, the Member can email the information to the Sector Manager, or enter the information into the FLDRS software program developed by the Northeast Fishery Science Center and upload it to the VERS web portal maintained by the Science Center.

Dealer reports

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

Dockside monitor reports

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

Hails

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

Special circumstances

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

Vessel trip reports

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

Hails

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

Dealer reports

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

Information technology necessary to manage monitoring and reporting

Vessels will have the option to use the FLDRS data reporting system developed by the Northeast Fisheries Science Center for electronic vessel trip reports. If possible, this will be used in lieu of paper vessel trip reports, however all sector members will comply with applicable reporting requirements including submission of Vessel Trip Reports (VTRs). Vessels may only use the FLDRS data reporting system after first requesting this in writing to the Sector Manager, and being granted approval by the Sector Manager.

The software would ideally facilitate the data collection on the vessel. Data could then either be emailed via VMS or transferred through a USB drive. If fishermen do not use the FLDRS data reporting system, then the Sector will rely on paper vessel trip reports. Additional monitoring reporting information technology needs will be met by the monitoring service provider.

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

Original distribution of catch history

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

Rules for entry and exit from the Sector

The Sector Approval process approved by the New England Fisheries Management Council and NMFS requires a one year sector contract. This Agreement meets that requirement. After September 10, 2010, no new Members may join the Sector. Currently, NMFS indicates that existing Sector Members may not bring additional permits into the Sector. The Agreement provides a mechanism for Members to purchase additional permits with Sector oversight, but these provisions can only be used IF NMFS authorizes such a transfer under Amendment 16.

The Agreement provides that any Member may voluntarily leave the Sector before December 31, 2010. The Agreement also provides that Members may exit upon termination of the Commitment Period. If Members attempt to exit the Sector during the Commitment Period, the Agreement provides that the departing Member is subject to the penalties listed in Exhibit A and must leave the unused portion of the Member's Sector allocation in the Sector for the remainder of the fishing year. The Agreement also allows a Member to sell, lease or transfer a Permit as defined in the Agreement subject to the Right of First Refusal and Sector oversight.

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

If Members elect to leave the Sector or are expelled from the Sector *prior to May 1, 2011*, they will fish in the common pool. If Members elect to leave the Sector or are expelled from the Sector on or after May 1st, 2011, then they will no longer fish in the Northeast Multispecies, monkfish or skate fisheries during the 2011 fishing year, though they would be permitted to participate in the lobster and other fisheries.

EXHIBIT D: AT-SEA MONITORING (ASM) PROGRAM

The Northeast Coastal Communities Sector will participate in the Northeast Fisheries Observer Program (NEFOP) and the NMFS-funded at-sea monitoring programs. Any additional at-sea monitoring coverage beyond the NMFS-funded level (currently 30 percent, see NMFS, Letter to Sector managers and Representatives (August 20, 2009)) will be provided pursuant to an independent contract between the Sector and a NMFS approved provider. This additional at-sea monitoring coverage will have vessel and trip selection coordinated through NMFS, will be conducted in the same manner with the same protocols as the NMFS-funded ASM program, and will use approved at-sea monitors. Also, this additional coverage will not be allowed to replace or interfere with either the coverage of NEFOP or the NMFS-funded at-sea monitoring program. The Sector manager will maintain a database of all catch data, including but not limited to VTR, dealer, monitor, and observer data. NMFS will provide the Sector with data from NEFOP and the ASM program.

EXHIBIT E: DOCKSIDE MONITORING, FY 2011

The Northeast Coastal Communities Sector will operate a dockside monitoring program in accordance with the the regulations at 50 CFR 648.87(b)(5).

Vessel Hails

Hail trip start

Prior to leaving port, vessels must send a hail trip start message via either phone or VMS to both the Sector Manager and the dockside monitor stating the vessel permit number, trip ID number (VTR serial # on the first VTR page of trip), and an estimated date and time of arrival to port. The monitoring service provider will immediately send a confirmation to the vessel that the trip start hail was received. If the vessel does not receive confirmation within 10 minutes, the captain must contact the vendor to confirm the trip start hail via phone as arranged by the service provider. The monitoring service provider will be responsible for notifying NMFS OLE of the hail trip start.

Hail trip end

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

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

Waiver (same as at-sea monitoring above)

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

Landing

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

Offload at multiple locations

If the vessel retains a portion of the landings from a trip to be offloaded during a future landing event, the VTR for the trip on which the landings were caught must include those landings with the code for fish retained for future sale. The VTR for the subsequent trip, after which the retained landings are finally sold,

must include the previously retained landings in addition to the current landings from trip. The previously retained landings will be indentified by a unique code on the VTR. Landings will only count against ACE once. If a vessel has been selected for a dockside monitor and the vessel offloads at more than one dealer, then a dockside monitor must be present during the offload at each location.

Achieving necessary coverage level

Dockside monitoring (DSM) will be deployed by the sector in accordance to the DSM operational standards found at 50 CFR 648.87(b)(5). The sector will work with the DSM provider to achieve the coverage level specified in the regulations at 50 CFR 648.87(b)(1)(v)(B)(*3*)(*i*) using a methodology approved by NMFS and implemented by the monitoring vendor and the Sector Manager.

Monitor Selection

The Sector will contract with a NMFS-approved provider from the following list to provide dockside monitoring services before May 1, 2011, and will notify NMFS of its selection:

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

The Sector will establish a contract with an approved service provider by May 1st, 2011. The Sector will ensure that the monitoring program adopted will be in full compliance with both Amendment 16 and with NMFS additional requirements.

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

Data recording and reporting

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

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

Notifying NMFS Office of Law Enforcement regarding monitoring

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

Safe harbor provision

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

1. Secure a new federally registered dealer to offload the catch with a certified scale, or
2. Secure the original dealer to drive to the new offload location and bring a certified scale, or

3. Not offload until the Member is able to return to the originally intended port and offload as originally planned.

If the monitor will not be able to accommodate the new plans on such short notice, then that trip will not be monitored unless the Sector has caught more than 80 percent of its ACE for one of the allocated species. If more than 80 percent of the Sector's ACE has been met for one species, then the offload will need to wait until a monitor can be present. The Sector manager will notify NMFS by electronic mail that the safe harbor provision has been enacted.

Vessel trip reports

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

Electronic vessel trip reports

In the event that electronic vessel trip reports (eVTR) will be accepted by NMFS as a replacement for paper VTRs, the Northeast Coastal Communities Sector reserves the right for individual Members to elect to send eVTRs to both the Sector Manager and NMFS in lieu of paper reports. In order for a Member to use eVTR, if it is accepted for use by NMFS, the Member must first make this request to the Sector Manager and receive approval from the Sector Manager in writing. Paper VTR's will be the default legal record. In the event that a Member is approved for eVTR, then that will constitute the legal record instead of paper VTR. Members must determine which form of VTR they will use prior to May 1st. Members may not change between paper and electronic VTR after May 1st, 2011 without approval by the Sector Manager and the National marine Fisheries Service.

Confirming accurate scales

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

Stock apportionment

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

EXHIBIT F: ANNUAL CATCH ENTITLEMENT MONITORING

Sector Manager responsibilities with regard to ACE reporting

Both the Sector Manager and the dockside monitoring provider will maintain a database of hails, VTR, dealer, observer, and electronic monitoring reports. In addition, the Sector Manager will determine all species landings by stock and statistical areas, apply discard estimates to landings when necessary, deduct catch from Sector TACs, and submit weekly reports detailing status, catch, and discards, including compliance concerns to the Sector and NMFS. Weekly reports must also include any enforcement or reporting compliance issues, including violations of sector operations plan (exclusive of defined administrative provisions, violations of regulations, or general problems with dockside monitoring or sector operations during the reporting period.

Stop fishing orders

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

ACE transfers

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

Stock-specific discard rates

The Sector Manager will derive stock specific discards for each trip. If the trip is observed by either an ASM or a NEFOP observer, discards will be derived based on data collected during that trip and will account for all hauls (observed and unobserved) on that trip. If the trip is not observed, discards will be derived using the NMFS-provided discard rate resulting from the NMFS (peer-reviewed and approved) method to estimate 'in-season' discard rates.

Landings apportioned to stock area

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

How Sector will avoid exceeding allocations

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

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

The reporting due date for the Sector Manager's weekly report will be increased to daily when either 80% of any of the Sector's ACE's are reached, or when, for two consecutive weekly reporting periods 20% or more of the remaining portion any ACE is harvested, whichever occurs first. Thus, for the latter trigger

point, if the Sector in one week harvests 25% of the remaining ACE for the Gulf of Maine cod for that Sector, and the following week harvests 22% of that ACE, the trigger will have been reached and Sector reporting will be changed to daily.

An alternative threshold for increasing reporting frequency may be implemented during fishing year 2011 if agreed upon by the Sector and NMFS.

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

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

Consolidation and redistribution of ACE

In FY 2010, 17% of the permits enrolled in the Northeast Coastal Communities (NCC) Sector for FY 2011 are attached to vessels actively fishing for NE multispecies. For FY 2011, the NCC Sector has 30 permits currently enrolled. Of those permits 10, 33%, are anticipated to actively fish for NE multispecies in FY 2011. While these numbers may change, the Sector expects that, compared to FY 2010, there would be no change from the consolidation that previously occurred within the sector during FY 2010. The member permits that are not attached to active NE multispecies vessels in FY 2011 are the same permits that leased out their PSC in FY 2010. There are no members in the Sector that own multiple Northeast Multispecies permits.

Potential redirection of effort

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

Specific ports where Members will land fish

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

How to avoid groundfish in other fisheries

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

EXHIBIT G: MEMBER FEDERAL PERMITS

PERMIT #	MRI #	Federal Permit																		Will fish?
		BLU	BSB	DOG	FLS	HRG	LGC	LO	MNK	MUL	OQ	RCB	SLA	SCP	SF	SKT	SMB	AM	TLF	
	11							AI		A										YES
	95	1	2		2	D	B		E	D	6	A		2	1	1	4		1	YES
	122	1		1		D		A1	E	A		A				1	3,4		1, D	YES
	197	1		1				A1,A3	E	A										YES
	206					D		A1		A										YES
	283							A1	E	A										YES
	522			1				A1	D	A						1	3,4			NO
	658	1	1	1	1	D	C	1,A2	D	A	6			1	1	1	1		D	YES
	1175							A1		A										YES
	1421	1		1		D		A2		A				1			3,4			YES
	1508							A1		A										YES
	1518							A1		A										YES
	1522	1						A1,AOC	E	A	6	A		1	1	1	3,4		D	YES
	1570							A1		A										YES
	1663			1		D		A1		A							3			YES
	1768	1,2	2	1	2	D				A				2		1	2,3,4			YES
	1973					D			E	A										NO
	2029									A										YES
	2042	1		1		D		A1	E	A						1			D	YES
	2180	1	1	1				A2	E	A						1				YES
	2186	1		1		D		A1	E	A		A				1	3,4			YES
	2231			1		D		A1		A	7									YES
	2245			1				A1	E	A										YES
	2278	1,2	2	1	2	D		A1		A				2			2,3,4			YES
	2413	1				D		A1		A										YES

	3447	1	1	1		D			E	D		A		1		1	3	4	1, D	YES
	3924	1	1					A2	E	D				1		1	4		D	YES
	4160	1	2		2	D	B		E	D	6	A		2	1	1	4		1	YES
232492	**unkn**	1				D		A1		HA										YES
212916	**unkn**	1		1					E	HA						1	4			YES
240095	**unkn**	1		1	1	D	A	1, A1, AOC		A	6	A		1	1	1	1		1	YES

All permits, mutlispecies or otherwise, that are owned by sector members are included on the above list. No member has any permits on another vessel (Federal or state) not enrolled in the sector.

EXHIBIT H: MEMBERS' STATE PERMITS

Maine state licenses held by Sector members

Permit #	MRI #	*Lobster*	*CFC/CFS: Herring*	*CFC/CFS: Dogfish*	*CFC/CFS*	*Quahog*	*Scallop*	*Surf Clam*	*Shrimp*	*Sea urchin/ scallop tender*	*Sea urchin/ dragger*	*Elver*
	11	X										
	122											
	197											
	206	X	X									
	283	X			X		X					
	522											
	1175	X										
	1508	X					X					
	1518	X			X		X					
	1570	X										
	1663	X			X				X			
	1973											
	2042	X	X	X		X	X					
	2186	X			X		X		X	X	X	
	2231	X			X		X					
	2245	X			X		X					
	2278	X	X	X								
	2413	X							X			
212916	unkn											
232492	unkn	X			X		X					X

Massachusetts state licenses held by Sector members

Permit #	MRI #	*Permit Type*	*Fish Pot-Conch*	*Fish Pot-Scup*	*Fluke*	*Scup*	*Sea Bass*	*Shellfish*	*Striped Bass*	*Dogfish*	*Quahog-Dredge*	*Horseshoe Crab*	*Sea Scallop Shucking*	*Cap-Squid*
	95													
	658	Coastal Lobster LMA2			X	X	X	X				X	X	X
	1421	Boat 0 Ft-59 Ft	X	X			X	X			X			
	1522	Coastal Lobster LMA1			X	X	X	X	X	X				
	1768													
	2029													
	2180	Coastal Lobster LMA2					X	X	X					
	3322	Coastal Lobster LMA2	X	X	X	X	X	X	X					
	3924	Coastal Lobster LMA2												
	4160													
232989	unkn													

EXHIBIT I: MONITORING SERVICE PROVIDER INFORMATION

The Sector will contract with a NMFS-approved provider from the following list to provide dockside [and/or] at-sea monitoring services before May 1, 2011, and will notify NMFS of its selection:

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

EXHIBIT J: RECORD ACCESS AUTHORIZATION

Pursuant to section 402(b)(1)(F) of the Magnuson-Stevens Fishery Conservation and Management Act, 16 U.S.C §1881a(b)(1)(F), the undersigned hereby authorizes the release to the [SECTOR NAME] of information that is considered to be confidential or privileged by the Magnuson-Stevens Act or other federal law regarding the catch of various species of fish associated with the limited access Northeast multispecies permit with the Moratorium Right Identifiers (MRIs) listed above submitted to the National Marine Fisheries Service in compliance with 50 CFR 648.7 and §648.87 that the undersigned has authority to access. This information includes data required to be submitted or collected by NMFS, including but not limited to days-at-sea allocation and usage, vessel trip reports, dealer reports, Northeast Fishery Observer Program data, catch and landings history data, Sector dockside and at-sea monitoring data, enforcement data, and all other information associated with the vessel, MRI #, and/or permit records.

State	Corporate Name	Vessel Name
Maine	Penobscot East Resource Center (Robin Alden)	ACCESS GUARDIAN I
Maine	Penobscot East Resource Center (Robin Alden)	ACCESS GUARDIAN 2 (CPH)
Maine	Lawrence Bray III	PROVIDER
Maine	Lawrence Bray Jr	JOYCE EILEEN
Maine	Maynard Brewer	SHERM & JAKE
Maine	F/V Moonshine Inc. (Russel Brewer)	LOOK OUT
Maine	Dwight Carver	MUMS GIRLS
Maine	Ryan Geel	JOANNA LOUSIE
Maine	Lawrence Hodgkins	STEPHANIE DIANE
Maine	Jason Joyce	ANDANAMRA
Maine	Derreck Kelley	QUEEN D'ANNA
Maine	Jason Knowles	TORI KAY
Maine	My Lady Inc. (Ronald Trundy/J Scott McGuire)	MISS WHITNEY
Maine	F/V John Miller Inc. (Tad Miller)	MALLARY SKY
Maine	Peter Miller	SASHA
Maine	Pamela Pierce	RHONDA
Maine	James Poole	JESSICA LAURA V
Maine	Stanley Sargent	STEURY
Maine	William Smith	APRIL AND KRISTI
Maine	Ed Snell/Herbert Crooks	I DONT KNOW
Massachusetts	Billy Chaprales	RUEBY
Massachusetts	Greg Decesare	HALEY ELIZABETH (CPH)
Massachusetts	Greg Decesare	ROSE COREY
Massachusetts	Dave Dutra	RICHARD & ARNOLD
Massachusetts	Wayne Iacono	FREEDOM
Massachusetts	Vineyard Highlands Inc. (Greg Mayhew)	UNICORN
Massachusetts	Michael Pratt	SEA VENTURE (History Retention)
Massachusetts	Michael Kevin, Inc (Ralph Pratt)	MICHAEL KEVIN (CPH)
Massachusetts	Menemsha Lobster Inc. (Bob Sloan)	ENDEAVOR
Massachusetts	Mike Snowden	ROOM TO MOVE

Permit #	MRI #
150880	522
150020	1973
233357	1518
221745	1508
232910	1570
231803	1663
149311	2245
232492	47880
231639	206
223572	2278
240554	2231
242718	2042
240548 and/or 150020	283
242753	122
233479	2413
210651	11
242834	1175
149577	197
231939	2186
212916	47953
211239	1522
221579	95
221579	4160
240095	225
221217	2180
320660	658
126120 and/or 148049	1768
212513	2029
223652	3924
213049	1421

Fishing Year 2011 Membership Agreement & Opertations Plan : Northeast Coastal Communities Sector

August 31, 2010

IN WITNESS WHEREOF, the undersigned parties have executed this Agreement as of the date first written above:

BILLY CHAPRALES

BILLY CHAPRALES
29 STONEBRIDGE LANE
MARSTONS MILLS, MA 02648-0003
VESSEL NAME: RUEBY
FEDERAL PERMIT NO: 211239

From: David Dutra
508-487-1394

TO: AARON Dority, Director
Downeast Groundfish Initiative

Penobscot East Resource Center
Stonington, ME 04681

FAX: 207-367-2480

[illegible] Operations Plan: Northeast Coastal

[illegible] Sector

[illegible] 2010

Fishing Year 2011 Membership Agreement & Operations Plan: Northeast Coastal Communities Sector

August 31, 2010

IN WITNESS WHEREOF, the undersigned parties have executed this Agreement as of the date first written above:

D B FISH, INC.

Debra Burio D.B. Fish Inc President

D B FISH, INC.
BY: DEBRA BURIO
10 TERAPIN STREET
MASTIC, NY 11950
VESSEL NAME: DOUBLE D
FEDERAL PERMIT NO: 213661

Fishing Year 2011 Membership Agreement & Opertations Plan : Northeast Coastal Communities Sector

August 31, 2010

IN WITNESS WHEREOF, the undersigned parties have executed this Agreement as of the date first written above:

DERRICK KELLEY

Derrick Kelley

DERRICK KELLEY
P.O. BOX 557
JONESPORT, ME 04649
VESSEL NAME: QUEEN D'ANNA
FEDERAL PERMIT NO: 240554
FEDERAL PERMIT NO: 223652

Fishing Year 2011 Membership Agreement & Opertations Plan : Northeast Coastal Communities Sector

August 31, 2010

IN WITNESS WHEREOF, the undersigned parties have executed this Agreement as of the date first written above:

DWIGHT CARVER

DWIGHT CARVER
P.O. BOX 131
BEALS, ME 04611
VESSEL NAME: MUMS GIRLS
FEDERAL PERMIT NO: 149311

Fishing Year 2011 Membership Agreement & Operations Plan: Northeast Coastal Communities Sector

August 31, 2010

IN WITNESS WHEREOF, the undersigned parties have executed this Agreement as of the date first written above:

Herbert Crooks

Herbert Crooks
26 Union Street
Newburyport, MA 01950
Vessel Name: I Don't Know
Federal Permit No: 212916

Fishing Year 2011 Membership Agreement & Opertations Plan : Northeast Coastal Communities Sector

August 31, 2010

IN WITNESS WHEREOF, the undersigned parties have executed this Agreement as of the date first written above:

GREGORY J. DECESARE

GREGORY J. DECESARE
605 WEBSTER STREET
MARSHFIELD, MA 02050
VESSEL NAME: ROSE COREY
FEDERAL PERMIT NO: 221579

Fishing Year 2011 Membership Agreement & Opertations Plan : Northeast Coastal Communities Sector

August 31, 2010

IN WITNESS WHEREOF, the undersigned parties have executed this Agreement as of the date first written above:

JAMES POOLE

James Poole

JAMES POOLE
262 PEQUOT ROAD
VINALHAVEN, ME 04863
VESSEL NAME: JESSICA LAURA V
FEDERAL PERMIT NO: 242834

367-2680

Fishing Year 2011 Membership Agreement & Opertations Plan : Northeast Coastal Communities Sector

August 31, 2010

IN WITNESS WHEREOF, the undersigned parties have executed this Agreement as of the date first written above:

JASON JOYCE

JASON JOYCE
20 GRINDLE HILL ROAD
SWANS ISLAND, ME 04685
VESSEL NAME: ANDANAMRA
FEDERAL PERMIT NO: 223572

Fishing Year 2011 Membership Agreement & Operations Plan: Northeast Coastal Communities Sector

August 31, 2010

IN WITNESS WHEREOF, the undersigned parties have executed this Agreement as of the date first written above:

Jayson Knowles

Jayson Knowles
266 Route 1
Gouldsboro, Maine 04607
Vessel Name: Tori Kay
Federal Permit No: 242718

Fishing Year 2011 Membership Agreement & Opertations Plan : Northeast Coastal Communities Sector

August 31, 2010

IN WITNESS WHEREOF, the undersigned parties have executed this Agreement as of the date first written above:

LAWRENCE BRAY III

LAWRENCE BRAY III
P.O. BOX 233
STONINGTON, ME 04681
VESSEL NAME: PROVIDER
FEDERAL PERMIT NO: 233357

Fishing Year 2011 Membership Agreement & Opertations Plan : Northeast Coastal Communities Sector

August 31, 2010

IN WITNESS WHEREOF, the undersigned parties have executed this Agreement as of the date first written above:

LAWRENCE BRAY Jr

Lawrence G. Bray Jr

LAWRENCE BRAY JR
21 BIRDIE LANE
DEER ISLE, ME 04627
VESSEL NAME: JOYCE EILEEN
FEDERAL PERMIT NO: 221745

Fishing Year 2011 Membership Agreement & Opertations Plan : Northeast Coastal Communities Sector

August 31, 2010

IN WITNESS WHEREOF, the undersigned parties have executed this Agreement as of the date first written above:

LAWRENCE HODGKINS

LAWRENCE HODGKINS
1012 STATE HIGHWAY 3
BAR HARBOR, ME 04609
VESSEL NAME: STEPHANIE DIANE
FEDERAL PERMIT NO: 231639

Fishing Year 2011 Membership Agreement & Opertations Plan : Northeast Coastal Communities Sector

August 31, 2010

IN WITNESS WHEREOF, the undersigned parties have executed this Agreement as of the date first written above:

MAYNARD BREWER

MAYNARD BREWER
678 HENDRICKS HILL RD
SOUTHPORT, ME 04576
VESSEL NAME: SHERM & JAKE
FEDERAL PERMIT NO: 232910

Fishing Year 2011 Membership Agreement & Opertations Plan : Northeast Coastal Communities Sector

August 31, 2010

IN WITNESS WHEREOF, the undersigned parties have executed this Agreement as of the date first written above:

MENEMSHA LOBSTER, INC.

BY: BOB SLOAN
ITS: PRESIDENT
20 STONEWALL LANE
CHILMARK, MA 02434
VESSEL NAME: ENDEAVOR

Fishing Year 2011 Membership Agreement & Opertations Plan : Northeast Coastal Communities Sector

August 31, 2010

IN WITNESS WHEREOF, the undersigned parties have executed this Agreement as of the date first written above:

MICHAEL D. PRATT

MICHAEL D. PRATT
4 CHARLES DR.
CANTON, MA 02021
VESSEL NAME: PERFECT C'S
FEDERAL PERMIT NO: 148049 +126120

Fishing Year 2011 Membership Agreement & Opertations Plan : Northeast Coastal Communities Sector

August 31, 2010

IN WITNESS WHEREOF, the undersigned parties have executed this Agreement as of the date first written above:

MIKE SNOWDEN

MIKE SNOWDEN
PO BOX 76
VINEYARD HAVEN, MA 02568
VESSEL NAME: ROOM TO MOVE
FEDERAL PERMIT NO: 213049

Fishing Year 2011 Membership Agreement & Opertations Plan : Northeast Coastal Communities Sector

August 31, 2010

IN WITNESS WHEREOF, the undersigned parties have executed this Agreement as of the date first written above:

MY LADY, INC.

BY: Ronald Trumbly
ITS: PRESIDENT
P.O. BOX 297
STONINGTON, ME 04681
VESSEL NAME: MISS WHITNEY
FEDERAL PERMIT NOS: 240548: 150020

Fishing Year 2011 Membership Agreement & Opertations Plan : Northeast Coastal Communities Sector

August 31, 2010

IN WITNESS WHEREOF, the undersigned parties have executed this Agreement as of the date first written above:

PAMELA L. PIERCE

Pamela L. Pierce

PAMELA L. PIERCE
P.O. BOX 397
SOUTHWEST HARBOR, ME 04679
VESSEL NAME: RHONDA
FEDERAL PERMIT NO: 210651

Fishing Year 2011 Membership Agreement & Opertations Plan : Northeast Coastal Communities Sector

August 31, 2010

IN WITNESS WHEREOF, the undersigned parties have executed this Agreement as of the date first written above:

PENOBSCOT EAST RESOURCE CENTER

Robin Alden

BY: ROBIN ALDEN
ITS: EXECUTIVE DIRECTOR
43 SCHOOL STREET ROOM 1E
P.O. BOX 27
STONINGTON, ME 04681
VESSEL NAME: ACCESS GUARDIAN
Permit # 150880

Fishing Year 2011 Membership Agreement & Operations Plan: Northeast Coastal Communities Sector

August 31, 2010

IN WITNESS WHEREOF, the undersigned parties have executed this Agreement as of the date first written above:

PENOBSCOT EAST RESOURCE CENTER

Robin Alden

BY: ROBIN ALDEN
ITS: EXECUTIVE DIRECTOR
13 ATLANTIC AVE
P.O. BOX 27
STONINGTON, ME 04681
PERMIT IN CONFIRMATION OF PERMIT HISTORY
FEDERAL PERMIT NO: 150020

Fishing Year 2011 Membership Agreement & Opertations Plan : Northeast Coastal Communities Sector

August 31, 2010

IN WITNESS WHEREOF, the undersigned parties have executed this Agreement as of the date first written above:

PETER M MILLER

PETER M MILLER
P.O. BOX 302
TENANTS HARBOR, ME 04860
VESSEL NAME: SASHA
FEDERAL PERMIT NO: 233479

Fishing Year 2011 Membership Agreement & Operations Plan: Northeast Coastal Communities Sector

August 31, 2010

IN WITNESS WHEREOF, the undersigned parties have executed this Agreement as of the date first written above:

Michael Kevin Inc.

Michael Kevin Inc.
By: Ralph Pratt
Its: President
5 Springdale Terrace
Canton, MA 02021
Vessel Name: Michael Kevin
Federal Permit No: 212513

Monday, September 06, 2010
9:16 PM

IN WITNESS WHEREOF, the undersigned parties have executed this Agreement as of the date first written above:

Russell O. Brewer

F/V MOONSHINE, INC.
RUSSELL O. BREWER
102 TOWNSEND AVE.
BOOTHBAY HARBOR, ME 04538

SO. MAINE PSDC 040
08 SEP 2010 PM 2 L

Aaron Dority
Penobscot East Resource center
P.O. Box 27
Stonington, ME. 04681

04681+0027

21

Fishing Year 2011 Membership Agreement & Opertations Plan : Northeast Coastal Communities Sector

August 31, 2010

IN WITNESS WHEREOF, the undersigned parties have executed this Agreement as of the date first written above:

RYAN GEEL

RYAN GEEL
P.O. BOX 95
Jonesport, ME 04649
VESSEL NAME: JOANNA LOUISE
FEDERAL PERMIT NO: 232492

Fishing Year 2011 Membership Agreement & Opertations Plan : Northeast Coastal Communities Sector

August 31, 2010

IN WITNESS WHEREOF, the undersigned parties have executed this Agreement as of the date first written above:

STANLEY SARGENT

Stanley Sargent

STANLEY SARGENT
51 KANSAS ROAD
MILBRIDGE, ME 04658
VESSEL NAME: STEURY
FEDERAL PERMIT NO: 149577

Fishing Year 2011 Membership Agreement & Operations Plan: Northeast Coastal Communities Sector

August 31, 2010

IN WITNESS WHEREOF, the undersigned parties have executed this Agreement as of the date first written above:

F/V JOHN MILLER, INC.

BY:

ITS PRESIDENT

P.O. BOX 73

TENANTS HARBOR, ME 04860

VESSEL NAME: MALLARY SKY

FEDERAL PERMIT NO: 242753

Fishing Year 2011 Membership Agreement & Opertations Plan : Northeast Coastal Communities Sector

August 31, 2010

IN WITNESS WHEREOF, the undersigned parties have executed this Agreement as of the date first written above:

VINEYARD HIGHLANDS, INC.

Gregory Mayhew

VINEYARD HIGHLANDS, INC.
BY: GREGORY MAYHEW
ITS:
P.O. BOX 396
STATE ROAD
CHILMARK, MA 12434
VESSEL NAME: UNICORN
FEDERAL PERMIT NO: 320660

Internal Virus Database is out-of-date.
Checked by AVG.
Version: 7.5.552 / Virus Database: 270.10.23/1952 - Release Date: 2/13/2009 6:29 PM

August 31, 2010

IN WITNESS WHEREOF, the undersigned parties have executed this Agreement as of the date first written above:

WAYNE IACONO

Wayne Iacono

WAYNE IACONO
PO BOX 768 16 CLAMBELLY ROAD
CHILMARK, MA 02535
VESSEL NAME: FREEDOM
FEDERAL PERMIT NO: 221217

Fishing Year 2011 Membership Agreement & Opertations Plan : Northeast Coastal Communities Sector

August 31, 2010

IN WITNESS WHEREOF, the undersigned parties have executed this Agreement as of the date first written above:

WILLIAM SMITH

WILLIAM SMITH
P.O. BOX 264
WEST JONESPORT, ME 04649
VESSEL NAME: APRIL AND KRISTI
FEDERAL PERMIT NO: 231939

National Marine Fisheries Service

NMFS vessel/fishery data as of April 1, 2011, 12:06 pm

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

Most Recent Vessel Data

Vessel: MUMS GIRLS
Northeast Federal Fishery Permit: 149311
US Coast Guard Doc #/State Registration # : ME107BT
Primary Owner|Corporation Name: DWIGHT H CARVER
Address:
P O BOX 131
BEALS, ME 04611
Phone: (207) 497-2895

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

Sector: NCCS

Valid Sector LOA? Yes

Most Recent Northeast Federal Fishery Permit Data

Permit Year	Plan	Category	Description	Start Date	End Date
2010	DOG	1	SPINY DOGFISH - COMMERCIAL - 2010	01-MAY-10	30-APR-11
2010	LO	A1	AMERICAN LOBSTER - TRAP - AREA 1 - 2010	01-MAY-10	30-APR-11

2010	MNK	E	MONKFISH - INCIDENTAL CATEGORY E - 2010	01-MAY-10	30-APR-11
2010	MUL	A	NE MULTISPECIES - INDIVIDUAL DAS - 2010	01-MAY-10	30-APR-11

National Marine Fisheries Service

NMFS vessel/fishery data as of April 1, 2011, 12:14 pm

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

Most Recent Vessel Data

Vessel: TORI KAY
Northeast Federal Fishery Permit: 242718
US Coast Guard Doc #/State Registration # : 1128564
Primary Owner|Corporation Name: JAYSON C KNOWLES
Address:
266 RT 1
GOULDSBORO, ME 04607
Phone: (207) 963-7342

Hailing Port: WINTER HARBOR, ME.
Principal Port: WINTER HARBOR, ME.
Max Trap Allocation: 800

Sector: NCCS

Valid Sector LOA? Yes

Most Recent Northeast Federal Fishery Permit Data

Permit Year	Plan	Category	Description	Start Date	End Date
2010	BLU	1	BLUEFISH - COMMERCIAL - 2010	14-MAY-10	30-APR-11
2010	DOG	1	SPINY DOGFISH - COMMERCIAL - 2010	14-MAY-10	30-APR-11
2010	HRG	D	HERRING - OPEN ACCESS - POSSESSION LIMIT -	14-MAY-10	30-APR-11

			2010		
2010	LO	A1	AMERICAN LOBSTER - TRAP - AREA 1 - 2010	14-MAY-10	30-APR-11
2010	MNK	E	MONKFISH - INCIDENTAL CATEGORY E - 2010	14-MAY-10	30-APR-11
2010	MUL	A	NE MULTISPECIES - INDIVIDUAL DAS - 2010	14-MAY-10	30-APR-11
2010	SKT	1	SKATE - 2010	14-MAY-10	30-APR-11
2010	TLF	1	TILEFISH - COMMERCIAL/INCIDENTAL - 2010	14-MAY-10	30-APR-11

National Marine Fisheries Service

NMFS vessel/fishery data as of April 1, 2011, 12:11 pm

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

Most Recent Vessel Data

Vessel: UNICORN
Northeast Federal Fishery Permit: 320660
US Coast Guard Doc #/State Registration # : 509574
Primary Owner|Corporation Name: VINEYARD HIGHLAND INC
Address:
P O BOX 396 STATE ROAD
CHILMARK, MA 02535
Phone: (508) 645-9251

Hailing Port: MENEMSHA, MA.
Principal Port: NEW BEDFORD, MA.
Max Trap Allocation: 800

Sector: NCCS

Valid Sector LOA? Yes

Most Recent Northeast Federal Fishery Permit Data

Permit Year	Plan	Category	Description	Start Date	End Date
2011	BLU	1	BLUEFISH - COMMERCIAL - 2011	01-MAY-11	30-APR-12
2011	BSB	1	BLACK SEA BASS - COMMERCIAL MORATORIUM - 2011	01-MAY-11	30-APR-12

2011	DOG	1	SPINY DOGFISH - COMMERCIAL - 2011	01-MAY-11	30-APR-12
2011	FLS	1	SUMMER FLOUNDER - COMMERCIAL MORATORIUM - 2011	01-MAY-11	30-APR-12
2011	HRG	D	HERRING - OPEN ACCESS - POSSESSION LIMIT - 2011	01-MAY-11	30-APR-12
2011	LGC	C	SCALLOP - LAGC - INCIDENTAL - 2011	31-MAR-11	29-FEB-12
2011	LO	1	AMERICAN LOBSTER - NON -TRAP - 2011	01-MAY-11	30-APR-12
2011	LO	A2	AMERICAN LOBSTER - TRAP - AREA 2 - 2011	01-MAY-11	30-APR-12
2011	MNK	D	MONKFISH - CATEGORY D - 2011	01-MAY-11	30-APR-12
2011	MUL	A	NE MULTISPECIES - INDIVIDUAL DAS - 2011	01-MAY-11	30-APR-12
2011	OQ	6	OCEAN QUAHOG - 2011	01-MAY-11	30-APR-12
2011	SCP	1	SCUP - COMMERCIAL MORATORIUM - 2011	01-MAY-11	30-APR-12
2011	SF	1	SURF CLAM - 2011	01-MAY-11	30-APR-12
2011	SKT	1	SKATE - 2011	01-MAY-11	30-APR-12
2011	SMB	1	LOLIGO/BUTTERFISH - COMMERCIAL MORATORIUM - 2011	01-MAY-11	30-APR-12
2011	TLF	1	TILEFISH - COMMERCIAL/INCIDENTAL - 2011	01-MAY-11	30-APR-12

The Commonwealth of Massachusetts
William Francis Galvin

Secretary of the Commonwealth, Corporations Division
One Ashburton Place, 17th floor
Boston, MA 02108-1512
Telephone: (617) 727-9640

VINEYARD HIGHLAND, INC. Summary Screen

Help with this form

Request a Certificate

The exact name of the Domestic Profit Corporation: VINEYARD HIGHLAND, INC.

Entity Type: Domestic Profit Corporation

Identification Number: 042809365

Old Federal Employer Identification Number (Old FEIN): 000201729

Date of Organization in Massachusetts: 12/28/1983

Current Fiscal Month / Day: 12 / 31 **Previous Fiscal Month / Day:** 00 / 00

The location of its principal office:
No. and Street: P. O. BOX 396
STATE RD.
City or Town: CHILMARK State: MA Zip: 02535 Country: USA

If the business entity is organized wholly to do business outside Massachusetts, the location of that office:
No. and Street:
City or Town: State: Zip: Country:

Name and address of the Registered Agent:
Name: GREGORY MAYHEW
No. and Street: P.O.BOX 396
STATE ROAD
City or Town: CHILMARK State: MA Zip: 02535 Country: USA

The officers and all of the directors of the corporation:

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
PRESIDENT	GREGORY MAYHEW	5 STATE RD, P. O. BOX 5, CHILMARK, MA 02535 USA
TREASURER	GREGORY MAYHEW	5 STATE RD, P. O. BOX 5, CHILMARK, MA 02535 USA
SECRETARY	JOHN A. HALLORAN	300 UNION ST., NEW BEDFORD, MA 02740 USA
DIRECTOR	TODD MAYHEW	5 STATE RD, P. O. BOX 5, CHILMARK, MA 02535 USA
DIRECTOR	GREGORY MAYHEW	5 STATE RD, P. O. BOX 5, CHILMARK, MA 02535 USA

business entity stock is publicly traded: __

The total number of shares and par value, if any, of each class of stock which the business entity is authorized to issue:

Class of Stock	Par Value Per Share Enter **0** if no Par	Total Authorized by Articles of Organization or Amendments *Num of Shares*	*Total Par Value*	Total Issued and Outstanding *Num of Shares*
No Stock Information available online. Prior to August 27, 2001, records can be obtained on microfilm.				

__ Consent __ Manufacturer __ Confidential Data __ Does Not Require Annual Report

__ Partnership __ Resident Agent __ For Profit __ Merger Allowed

Note: There is additional information located in the cardfile that is not available on the system.

Select a type of filing from below to view this business entity filings:

ALL FILINGS
Administrative Dissolution
Annual Report
Application For Revival
Articles of Amendment

View Filings New Search

Comments

© 2001 - 2011 Commonwealth of Massachusetts
All Rights Reserved

Help

STATE OF MAINE
Department of the Secretary of State
Bureau of Corporations, Elections and Commissions
101 State House Station
Augusta, Maine 04333-0101

September 13, 2010

AARON DORITY
13 ATLANTIC AVENUE
STONINGTON ME 04681

ATTESTED COPIES
WR DCN: 2102531900034

Enclosed please find copies of documents recently placed on file with our office. Each copy has been attested as a true copy of the original and serves as your evidence of filing. We recommend that you retain these permanently with your records.

Charter#: 20110105ND Legal Name: NORTHEAST COASTAL COMMUNITIES SECTOR

ARTICLES OF INCORPORATION

DCN: 2102531900035 Page(s) 6

Total Pages 6

Filing Fee $40.00

File No. 20110105ND Pages 6
Fee Paid $ 40
DCN 2102531900035 ARTI
-----FILED-----
09/08/2010

Deputy Secretary of State

A True Copy When Attested By Signature

Deputy Secretary of State

DOMESTIC
NONPROFIT CORPORATION

STATE OF MAINE

ARTICLES OF INCORPORATION

Pursuant to 13-B MRSA §403, the undersigned incorporator(s) execute(s) and deliver(s) the following Articles of Incorporation

FIRST: The name of the corporation is Northeast Coastal Communities Sector

SECOND: ("X" one box only Attach additional page(s) if necessary.)

☑ The corporation is organized as a public benefit corporation for the following purpose or purposes

See attached Exhibit A

☐ The corporation is organized as a mutual benefit corporation for all purposes permitted under Title 13-B or, if not for all such purposes, then for the following purpose or purposes.

THIRD: The Registered Agent is a (select either a Commercial or Noncommercial Registered Agent)

☐ Commercial Registered Agent CRA Public Number _____

_____
(name of commercial registered agent)

☑ Noncommercial Registered Agent

Aaron Dority
(name of noncommercial registered agent)

13 Atlantic Avenue
(physical location, not P O. Box – street, city, state and zip code)

Stonington, ME 04681
(mailing address if different from above)

FOURTH: Pursuant to 5 MRSA §108 3, the registered agent as listed above has consented to serve as the registered agent for this nonprofit corporation

FIFTH: The number of directors (not less than 3) constituting the initial board of directors of the corporation, if the number has been designated or if the initial directors have been chosen, is 5

The minimum number of directors (not less than 3) shall be 3 and the maximum number of directors shall be 9

SIXTH: Members' ("X" one box only)

☐ There shall be no members.
☑ There shall be one or more classes of members and the information required by 13-B MRSA §402 is attached

SEVENTH: **(Optional)** ☑ (Check if this article is to apply)

No substantial part of the activities of the Corporation shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and the Corporation shall not participate in or intervene in (including the publication or distribution of statements) any political campaign on behalf of any candidate for public office

EIGHTH: **(Optional)** ☑ (Check if this article is to apply.)

Other provisions of these articles including provisions for the regulation of the internal affairs of the corporation, distribution of assets on dissolution or final liquidation and the requirements of the Internal Revenue Code section 501(c) are set out in Exhibit A attached hereto and made a part hereof

---

Incorporators

(signature)

Roger Fleming, Attorney
(type or print name)

(signature)

(type or print name)

(signature)

(type or print name)

Dated September 8, 2010

Street 1042 Peabody Road
(residence address)

Appleton, Maine 04862
(city, state and zip code)

Street
(residence address)

(city state and zip code)

Street
(residence address)

(city, state and zip code)

For Corporate Incorporators*

Name of Corporate Incorporator _____

By _____ (signature of officer)

Street _____ (principal business location)

_____ (type or print name and capacity)

_____ (city, state and zip code)

Name of Corporate Incorporator _____

By _____ (signature of officer)

Street _____ (principal business location)

_____ (type or print name and capacity)

_____ (city, state and zip code)

***Articles are to be executed as follows:**

If a corporation is an incorporator (13-B MRSA §401), the name of the corporation should be typed or printed and signed on its behalf by an officer of the corporation. The articles of incorporation must be accompanied by a certificate of an appropriate officer of the corporation, not the person signing the articles, certifying that the person executing the articles on behalf of the corporation was duly authorized to do so

Please remit your payment made payable to the Maine Secretary of State

Submit completed form to.

Secretary of State
Division of Corporations, UCC and Commissions
101 State House Station
Augusta, ME 04333-0101
Telephone Inquiries. **(207) 624-7752** Email Inquiries CEC Corporations@Maine gov

Northeast Coastal Communities Sector
Articles of Incorporation

EXHIBIT A

Articles SECOND, FIFTH, SIXTH, AND EIGTH of the Articles of Incorporation are hereby amended as follows:

SECOND: The corporation is organized for the following purposes, consistent with Title 13-B, M.S.R.A. and 501(c)(5) of the internal Revenue Code:

A. The primary purposes of the Northeast Coastal Communities Sector are
   1. The betterment of the conditions of those engaged in fishing,
   2. Improving the quality of harvests and the sustainability of fisheries that coastal communities depend on for their livelihood,
   3. Increasing the efficiency of fishing operations,
   4. To support owner-operated fishermen and traditional fishing communities by facilitating their access to the groundfish fishery through participation in this Sector,
   5. To sustain the groundfish resource by reducing the incidental catch of non-target species, and ensuring protection of critical habitat, including spawning and juvenile areas on the coastal shelf, through the use of habitat friendly gear – particularly hook gear, discretionary use of time-area closures, and community-based area management,
   6. To support the long-term protection of the resource for the benefit of future generations of fishermen, and
   7. Fostering new and highly adaptive means of local governance, self-monitoring, and fisheries management that can serve as a model for the future of sustainable fisheries in New England.

B. Further, as a legally responsible non-profit entity the Northeast Coastal Communities Sector, operating in full compliance with the applicable federal Groundfish Fishery Management Plan and sector requirements, will be able: (i) to obtain an aggregated sector allocation of groundfish species regulated by the Plan, and to sub-allocate such aggregated sector allocation among the Members and/or their permits and vessels, (ii) to participate in Special Access Programs ("SAPs") in closed areas to the extent that such SAPs are available to the Sector and (iii) to take such actions as may be necessary to ensure that the Sector, its Members and their vessels conduct groundfish harvesting activities in compliance with the Plan and the Magnuson-Stevens Fishery Conservation and Management Act (the "Act"), as amended from time to time, and all applicable regulations.

C. The Northeast Coastal Communities Sector may also conduct such other activities in furtherance of the forgoing purposes as may be carried out by an organization under title 13-B, M.S.R.A. and described in Section 501(c)(5) of the Internal Revenue Code.

D. All powers of this corporation shall be exercised only in such manner as will assure the operation of this corporation exclusively for said purposes, it being the intention that this corporation shall be exempt from federal income tax pursuant to Section 501(c)5 of the internal

revenue code, and all purposes and powers herein shall be interpreted and exercised consistently with this intention.

FIFTH: There shall be 5 directors, the majority of whom, and at least one officer, shall be members. The initial directors and officers of the corporation are as follows:

	Name	**Address**
President	Jason Joyce	20 Grindle Hill Road, Swans Island, ME 04685
Vice President	Greg Mayhew	15 Clam Point Cove Road, Chilmark, MA 02535
Treasurer and Secretary	Ted Hoskins	13 Atlantic Avenue, Stonington, ME 04681
Directors:	Jason Joyce	20 Grindle Hill Road, Swans Island, ME 04685
	Greg Mayhew	15 Clam Point Cove Road, Chilmark, MA 02535
	Ted Hoskins	13 Atlantic Avenue, Stonington, ME 04681
	Lawrence Hodgkins	1012 State Highway 3, Bar Harbor, ME 04609
	Wayne Iacono	16 Clambelly Road, Chilmark, MA 02535

SIXTH: There shall be one class of members. Membership is open to anyone interested in the betterment of the conditions of those engaged in fishing and advancing the other purposes of the Northeast Coastal Communities Sector as set forth in Article SECOND of these Articles of Incorporation. Initial members shall be as set forth in the Membership Agreement and Operations Plan at the time of incorporation. Thereafter, members shall be admitted by the Board of Directors, subject to the eligibility and other requirement set forth in the Membership Agreement and Operations Plan, and will be required to pay an annual fee as established by the Board of Directors. Individuals or entities admitted to the corporation as members shall remain members until such members have withdrawn or been expelled or had their membership terminated in accordance with these bylaws and the Membership Agreement and Operations Plan. Each member shall be entitled to one vote on each matter submitted to a vote of the members for each valid limited access multispecies permit such member has enrolled in the sector, except that each member shall be allowed only one vote when electing directors.

EIGHTH: A. In paragraph one of Article eighth, insert the number (5) after 501(c).

B. The Articles of Incorporation may only be amended or restated by action of the members. The proposed amendment or restatement shall be adopted upon receiving at least two-thirds of the votes which members present at such meeting or represented by proxy are entitled to cast. The members holding a majority of the votes which may be cast at any meeting represented in person or by proxy shall constitute a quorum at such meeting. The articles of incorporation may also be amended by written consent of all members entitled to vote on such amendment.

C. The members or the Board of Directors may alter, amend or repeal the bylaws or adopt new bylaws unless otherwise provided in these articles of incorporation or the bylaws. The bylaws may contain any provisions for the regulation and management of the activities of a corporation not inconsistent with law or the articles of incorporation.

D. The bylaws for the Northeast Coastal Communities Sector, having been duly adopted by the Board of Directors, are attached hereto and made a part hereof.

E. No part of the net earnings of the corporation will inure to the benefit of, or be distributed to its members, directors, officers, or individuals, except that the corporation shall be authorized and empowered to pay reasonable compensation for services actually rendered and to make payments and distributions in furtherance of the corporation's purposes set forth in Article SECOND of these Articles of Incorporation.

F. Upon dissolution of the organization, assets shall be distributed for one or more exempt purposes within the meaning of 501(c)(3) or 501(c)(5) of the Internal Revenue Code, or corresponding section of any future tax code, or shall be distributed to the federal government, or to a state or local government, for a public purpose. Any such assets not disposed of shall be disposed of by the Court of Common Pleas of the county in which the principle office of the organization is then located, exclusively for such purposes or to such organization or organizations, as said Court shall determine, which are organized and operated exclusively for such purposes.

AMENDMENT 1 TO THE NORTHEAST COASTAL COMMUNITIES SECTOR OPERATIONS PLAN

APPROVED BY THE NATIONAL MARINE FISHERIES SERVICE APRIL 26, 2011

EFFECTIVE MAY 1, 2011, THROUGH APRIL 30, 2012 - THE 2011 FISHING YEAR

This amendment officially recognizes the FY 2011 exemptions approved for the Northeast Coastal Communities Sector:

1. 120-Day Block Requirement Out of the Fishery for Day Gillnet Vessels
2. 20-Day Spawning Block
3. Limitation on the Number of Hooks that May be Fished
4. Submission of Daily Catch Reports by Sector Managers for Vessels that Fish in the Closed Area I Hook Gear Haddock Special Access Program
5. Vessel Monitoring System Requirements when a Vessel is at the Dock
6. Dockside Monitoring (DSM) Requirements for Handgear A-permitted Sector Vessels
7. DSM Requirements for Vessels Fishing on Both a Monkfish and Multispecies Days-at-Sea in the Southern Fishery Management Area (SFMA) using 10-inch or Greater Mesh

AMENDMENT 2 TO THE NORTHEAST COASTAL COMMUNITIES SECTOR OPERATIONS PLAN

APPROVED BY THE NATIONAL MARINE FISHERIES SERVICE MAY 19, 2011

EFFECTIVE MAY 1, 2011, THROUGH APRIL 30, 2012 - THE 2011 FISHING YEAR

This amendment officially recognizes MRAG Americas and Atlantic Catch Data Ltd. as the authorized dockside monitoring service providers for the Northeast Coastal Communities Sector for fishing year 2011. Specific contact information for these providers is:

MRAG Americas
65 Eastern Ave.
Unit B2C
Essex, MA 01929
Phone (978) 768-3880
Fax (978) 768-3878

Atlantic Catch Data Ltd.
99 Wyse Road, Suite 815
Dartmouth, Nova Scotia
CANADA, B3A 4S5
Phone 1+(902) 422-4745
Fax 1+(902) 422-9780

AMENDMENT 3 TO THE NORTHEAST COASTAL COMMUNITIES SECTOR 2011 SECTOR OPERATIONS PLAN

APPROVED BY THE NATIONAL MARINE FISEHRIES SERVICE JUNE 9, 2011

EFFECTIVE MAY 1, 2011, THROUGH APRIL 30, 2012 - THE 2011 FISHING YEAR

This amendment officially recognizes the final fishing year (FY) 2011 Northeast Coastal Communities Sector membership based on the final sector roster, submitted on May 1, 2011. The final roster is summarized below:

MRI	Permit	Vessel Name
11	210651	RHONDA
206	231639	STEPHANIE DIANE
522	150880	ACCESS GUARDIAN I
1175	242834	JESSICA LAURA V
1421	213049	ROOM TO MOVE
1518	233357	PROVIDER
2245	149311	MUMS GIRLS
2278	223572	ANDANAMRA
2413	223738	SASHA
47880	232492	JOANNA LOUISE
95	221579	HALEY ELIZABETH
122	242753	MALLARY SKY
197	149577	STEURY
225	240095	RICHARD & ARNOLD
283	240548	MISS WHITNEY
658	320660	UNICORN
1508	221745	JOYCE EILEEN
1522	211239	RUEBY
1570	232910	SHERM & JAKE
1663	231803	LOOK OUT
1768	148049	PERFECT C'S
1973	150020	MFG
2029	233758	BAMPY
2042	242718	TORI KAY
2180	221217	FREEDOM
2186	231939	APRIL AND KRISTI
2231	240554	QUEEN D'ANNA
3924	223652	ENDEAVOR
4160	221579	ROSE COREY
47953	151087	RITA B