

**GB Cod Fixed Gear Sector  
Fishing Year 2013  
FINAL Operations Plan and Agreement**

*Submitted July 2, 2013 (v6 - Final)*

This OPERATIONS PLAN AND AGREEMENT (this “Agreement”) is entered into as of this 1<sup>st</sup> day of May, 2013 by and among the permit owners listed 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**, under 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”), and the regulations promulgated thereunder, a self-selecting co-operative, or “sector,” of fishermen is authorized to submit to the New England Fishery Management Council (the “Council”) a proposal for the allocation of catch or effort of a regulated groundfish species to such sector;

**WHEREAS**, on April 17, 2007, the Members formed a fishery sector through GB Cod Fixed Gear Sector Inc. (the “Sector”), for the purposes of establishing a legally responsible entity (i) to obtain an Annual Catch Entitlement (“ACE”) of Georges Bank (“GB”) cod from the National Marine Fisheries Service (“NMFS”), as authorized by Framework Adjustment 42, and to sub-allocate such ACE among the Members and/or their permits and vessels, (ii) to participate in Special Access Programs (“SAPs”) or other programs in closed areas to the extent that such SAPs or other programs 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, Amendment 13, the Magnuson-Stevens Fishery Conservation and Management Act (the “Act”), Framework Adjustment 42, and applicable regulations promulgated by NMFS;

**WHEREAS**, in connection with the formation of the Sector, the Members entered into that certain Operations Plan and Agreement, dated November 22, 2006 (the “Original Agreement”);

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

**WHEREAS**, the Members desire to amend and restate the Original Agreement to make certain adjustments thereto and to the Members' obligations thereunder, in order to incorporate changes promulgated by Amendment 16 and subsequent NMFS policies, and to account for the circumstances of the 2013 Fishing Year ("FY").

**NOW, THEREFORE**, in consideration of the mutual agreements, covenants, rights and obligations set forth in this Agreement, the benefits to be derived therefrom and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound hereby, 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.      **Sector Qualification.**

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

### Section 1.02.      **Eligibility.**

To be eligible for participation in the Sector each Member must have been issued a valid limited access multispecies permit with or without 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"). Those Sector permits that committed to either the Sector or the GB Cod Hook Sector by March 1, 2008 for the 2010 FY will qualify with landings of GB cod during FY 1996-FY 2001; all other Sector permits will qualify under the previously-described Qualifying Period. Each such permit which the Member intends to enroll in the Sector is listed below such Member's name on the signature pages and Exhibit B hereto (each, a "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 1.03.      **Organization and Authority.**

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

**Article II. Membership.**

Section 2.01.      **Voluntary Membership.**

Participation in the Sector is completely voluntary among the Members, their Permits and the related Participating Vessels.

Section 2.02.      **Scope of Membership Obligations.**

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

Section 2.03.      **Length of Commitment.**

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

Sector's Operations Plan and Agreement, as the same may be amended, for any fishing year during a Member's Commitment Period, then the obligation of such Member under this Section 2.03 shall terminate on the last day of the last fishing year for which the Sector's Operation Plan and Agreement shall have received approval from NMFS. 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 penalties as described on the Schedule of Penalties (as hereinafter defined) and (ii) such Member, its Permit, any permit in which the Member has a business interest, 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. This provision should be considered exclusive to the administration of the Sector and would therefore not be subject to NMFS enforcement.

Each Member acknowledges and agrees that 50 CFR 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 the foregoing requirements, a Member that executes this Agreement prior to the time the final Annual Catch Entitlement ("ACE") is provided to the Sector by NMFS, may terminate the Agreement without penalty within fourteen (14) days of the initial ACE has been promulgated by NMFS and/or the Council unless otherwise prohibited by Sector policy. This provision should be considered exclusive to the administration of the Sector and would therefore not be subject to NMFS enforcement.

Section 2.04.        **New Members.**

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

Section 2.05.        **Permit Transfers.**

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

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

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

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

Section 2.07.        **Membership Dues.**

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

Section 2.08.        **Disclosure Agreement.**

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 Manager of the GB Cod Fixed Gear Sector of information that may be or 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) enrolled in the Sector submitted to the National Marine Fisheries Service that the undersigned has authority to access. This information includes data required to be submitted or collected by NMFS, on an individual MRI and/or aggregated scale, including but not limited to days-at-sea allocation and usage, vessel trip reports, dealer reports, Northeast Federal Observer Program data, catch and landings history data for all species harvested by the vessel/MRI, Sector at-sea monitoring data, protected species takes/interactions, enforcement data, vessel baseline data (length, horsepower, etc) and all other information associated with the vessel, MRI #, and/or permit records. In addition, this information includes data for species not managed under the multispecies FMP.

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

**Article III. ADMINISTRATION**

Section 3.01.        **Sector Manager.**

The Board of Directors (the "Board") of the Sector shall appoint a manager of

the Sector (the “Manager”), which Manager shall have the authority to manage the day-to-day business of the Sector and to act as its designated agent for service of process. The Sector plans to maintain Eric O. Brazer Jr. as Manager for FY2013.

Section 3.02.        **Manager Authority.**

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

Section 3.03.        **Infractions Committee.**

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

Section 3.04.        **Procedures for Investigations.**

In addition to the Manager's authority to impose penalties under the Schedule of Penalties pursuant to Section 3.02 hereof, the Manager may, on his own, and shall, at the request of a Member, request that the Committee conduct an investigation of possible infractions of the Agreement, the Harvesting Rules, the Plan, the Framework Adjustment or other Sector requirements as may be adopted under the terms of this Agreement or the Sector's Bylaws, by calling a meeting of the Committee and presenting it with the information that is the basis for the Manager's or Member's opinion that an infraction occurred. The Committee shall operate as a "blind" committee, such that the identity of the Member, Permit and/or Participating Vessel under consideration shall only be known to the Manager. The Committee shall assign a number of its members, which constitutes no more than 50% of the Committee, and the Manager, to investigate the matter further and to recommend action, if any, to the full Committee. Such Committee member assignments shall be rotated. If, upon the conclusion of such investigation, the Committee determines by an affirmative vote of a majority (51%) of its members that a violation of this Agreement, the Harvesting Rules, the Plan, the Framework Adjustment or other Sector requirements (as may be adopted under the terms of this Agreement or the Sector's Bylaws) has occurred, it may, and is hereby given the authority to (in addition to the imposition of any penalties prescribed in the Schedule of Penalties), invoke sanctions, ranging from letters of warning to reductions in allocation of days-at-sea allotted ("DAS") to the Member, its Permits and its Participating Vessels by the Sector, allocation seizures, or issue stop fishing orders. The Committee shall exercise all reasonable efforts to ensure that penalties and settlements are commensurate with the nature and extent of the violation, are designed to further the purposes of the Plan, the Framework Adjustment, Amendment 13 and Amendment 16, and are uniform with those reached in similar circumstances. All appeals from such Committee action shall be taken in accordance with Section 7.04 hereof. Each of the Members agrees to cooperate fully with the Manager and the Committee in such investigations and procedures (including cooperation with any requests for information or data that may be made by the Manager or the Committee).

Section 3.05.        **Sector Reporting Requirements.**

Within 60 days of the end of the fishing year or at a time determined by NMFS, the Manager shall prepare and submit to the Council and NMFS an annual year-end report on the fishing activities of its Members, including the number of Sector vessels that fished for regulated groundfish, the permit and MRI numbers of those vessels, the number of vessels that fished for other species, the method used to estimate in-season discard rates as provided by NMFS, the landing ports used by Sector vessels while landing regulated groundfish, the harvest levels of all regulated groundfish species by Sector vessels (landings and discards by gear type), any enforcement actions taken against the Members, their Permits or Participating Vessels, and any other information requested by the Regional Administrator.



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

Sector Manager ACE Status Report: The ACE Status Report provides the means for sector managers to report their ACE status calculations. This allows NMFS to cross-check totals, as stipulated in Amendment 16. Additionally, the Sector Manager Daily ACE Status Report provides the means for sector managers to report their ACE status calculations on a daily basis if either of two “trigger points” (thresholds) has been reached in the current fishing year (see below).

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

Sector Manager Trip Issue Report: The Sector Manager Trip Issue Report provides information about sector trips for a given week that have enforcement or other issues. The sector manager submits one Issue Report per reporting period.

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

More detailed information on the requirements for the weekly reports can be found in the Fisheries Data Services Division (FDSD) Publication: “Preparing the Sector Manager Report,” available online at [www.nero.noaa.gov/sfd/SectorManagers.html](http://www.nero.noaa.gov/sfd/SectorManagers.html)

Weekly reports will include any enforcement or reporting compliance issues, including violations of Sector operations plans (exclusive of defined administrative provisions), violations of regulations, or general problems with monitoring or sector operations during the reporting period.

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

The reporting frequency for the sector manager’s ACE Status Report will be increased to daily when 90% of any of the sector’s ACEs is reached. An alternative threshold for increasing reporting frequency may be implemented during FY 2013 if agreed upon by the sector and NMFS.

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

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

Contingent upon implementation and enforcement of this provision by 100% of the additional approved sectors in FY2013, Members agree to the following:

- For the purpose of this declaration, the portion of Broad Stock Area (BSA) 1 West of 70:15 to the shoreline north to the Maine Coast and South to Cape Cod would be defined as “Inshore GOM.”
- When an observer/monitor is onboard:
  - The Members may declare and fish in all Broad Stock Areas (BSAs), including the portion of BSA1 defined as the Inshore GOM defined in this section, and fishing activity may occur in any declared BSA.
- When an observer/monitor is not onboard:
  - If the Members intend to fish West of the 70:15 in the area described above as the Inshore GOM, at any time during the trip, the Member must declare BSA 1 only, and the Member may not conduct any fishing activity outside of the area defined as BSA 1 for the entire trip.
  - If the Member declares more than one BSA on the trip, the Member is prohibited from conducting fishing activity West of the 70:15 in the area described above as the Inshore GOM and the Member must indicate acknowledgement of this restriction by transmitting a Trip Start Hail, through their VMS unit or third party software, and include “IGOM” in the “Comments” section of the Trip Start Hail.

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

**Section 4.01. Sector Allocation.**

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

16 will be based on the landings history of each permit during the time period FY 1996-FY 2006.

Section 4.02.        **Annual Distribution.**

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

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

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

In FY2012, approximately 35% of the permits enrolled in the Sector for FY2013 are attached to vessels actively fishing for NE multispecies. For FY 2013, the Sector has TBD permits currently enrolled. Of these permits, TBD or TBD% are anticipated to actively fish for NE groundfish in FY 2013. While these

numbers may change, the Sector expects that, compared to FY 2012, there would be little change from the consolidation that previously occurred among Members during FY2012. The member permits that are not attached to active NE multispecies vessels in FY2013 are the same permits that leased out their ACE in FY2012. In most cases, a Member who owns multiple permits fished the ACE (or DAS if in the Common Pool) of all those permits on a single hull and will now continue to fish the ACE contributed by all those permits on the same single hull, resulting in little-to-no additional consolidation.

Section 4.03.      **Reserve.**

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

Section 4.04.      **Release of Reserve.**

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

Section 4.05.      **ACE Transfer.**

Members acknowledge that ACE transfer from the Sector to another sector will only be carried out in a manner authorized by NMFS and in accordance with this Agreement. If a Member seeks to transfer ACE attributed to its permit to another sector, that Member shall submit an ACE transfer request to the Manager in writing at least seven (7) days in advance of the desired transfer date. Transfer requests to be completed sooner than seven (7) days may be accepted by the Manager and approved on a case-by-case basis. Such transfer request must receive approval of the Board and will only be transmitted to NMFS after such Board approval. An ACE transfer from the Sector will only be finalized after NMFS approval and all parties are notified. Any ACE transfer must adhere to any internal transfer policies, including but not limited to a Right of First Refusal policy, as approved by the Board. This provision should be considered exclusive to the administration of the Sector and would therefore not be subject to NMFS enforcement.

Section 4.06.      **ACE Carryover.**

If the Sector expects to have unused ACE at the end of the fishing year, an

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

Section 4.07.        **ACE Overage.**

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

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

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

If a Member that causes the Sector to exceed any ACE leaves the Sector the following year, any reduction in the Sector's ACE or reduction in DAS will follow that Member's permits that left the Sector in the form of DAS reductions if the Member joins the Common Pool, or pound-for-pound ACE reduction in a new sector. Additional penalties may also be invoked by the Board in accordance with Exhibit A.

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

Section 4.08.        **Available ACE.**

For a Member to be able to fish commercially with any gear capable of harvesting regulated groundfish species, both the Member and the Sector must

have available ACE. Alternately, the Member may draft an internal ACE trade agreement with another Member to “cover” harvested ACE. This provision should be considered exclusive to the administration of the Sector and would therefore not be subject to NMFS enforcement.

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

Section 4.09.        **Discards.**

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

**Article V. VESSEL OPERATIONS AND EXEMPTIONS / GEAR REQUIREMENTS.**

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

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

Section 5.02.        **Gear Restrictions.**

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

Section 5.03.        **Stock Areas.**

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

Southern New England RMA.

Section 5.04.      **Operators.**

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

Section 5.05.      **Designated Landing Ports.**

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

- Provincetown, MA;
- Aunt Lydia's Cove, Chatham, MA;
- Stage Harbor, Chatham, MA;
- Saquatucket Harbor, Harwich, MA;
- Allen's Harbor, Harwich, MA;
- Wychmere Harbor, Harwichport, MA;
- Sesuit Harbor, Dennis, MA;
- Gloucester, MA;
- Barnstable Harbor, Barnstable MA;
- Plymouth Harbor, Plymouth, MA;
- Scituate, MA.
- Portland, ME

Section 5.06.      **Landing Port Exceptions.**

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

Section 5.07.      **Observed Offloading.**

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

until the Manager or his designee is present.

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

Vessels shall notify the Manager and/or NMFS Office of Law Enforcement (“OLE”) through the vessel’s Vessel Monitoring System (“VMS”) or other means at least 6 hours prior to landing for trips greater than 6 hours in length. For trips less than 6 hours in length or occurring within 6 hours of port, the estimated time of arrival to port 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 2013 if agreed upon by the Sector, the monitoring provider, and NMFS.

Section 5.09.      **Redirection of Effort.**

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

During FY2010-FY2012, Sector vessels primarily reliably participated in the following non-regulated-groundfish fisheries:

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

During FY2013, the Fixed Gear Sector anticipates similar, if not increased participation in the above-mentioned non-regulated-groundfish fisheries. This redirection of effort has been generally attributed to substantially decreased abundance and access to traditional groundfish resources, along with increased abundance and access to the above-mentioned resources.

Section 5.10      **Exemptions.**

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

- **Trip limits on all stocks for which a sector receives an ACE (except halibut, ocean pout, windowpane flounder, and Atlantic Wolffish).**
- **Seasonal closed areas (at present, the only seasonal closure is in May on Georges Bank).**



- **All groundfish DAS restrictions.**
- **Rolling closures except for Blocks 124 and 125 in April, Blocks 132 and 133 in April-May, Block 138 in May, Blocks 139 and 140 in May-June, and Blocks 145, 146, 147, and 152 in June.**
- **Additional mortality controls adopted by Amendment 16.**
- **Requirement to use 6.5-inch mesh in the codend in haddock separator trawl/Ruhle trawl when targeting haddock in the Georges Bank RMA.**

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

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

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

12. **Prohibition on Fishing Inside and Outside the CAI Hook Gear Haddock SAP while on the same trip.**
13. **Prohibition on a Sector Vessel Hauling Another Sector Vessel's Hook Gear.**
14. **The requirement to declare intent to fish in the EUSCA SAP and the CAII Yellowtail Flounder/Haddock SAP prior to leave the dock.**

The Sector will additionally be exempt from the following regulated groundfish novel management measures for FY2013:

- Seasonal Restrictions of the Eastern US/Canada Haddock SAP

Similar to FY2012, the Sector expects the opportunity to incorporate any approved exemption granted to other sectors that may not appear on this list, prior to the start of FY2013. Furthermore, the Sector expects any approved exemption requested by the Sector be made available to other sectors that agree to adhere to such regulations.

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

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

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

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

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

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

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

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 Manager with a copy of the official Vessel Trip Report, Electronic Vessel Trip Report ("EVTR"), or other reporting document authorized by NMFS within 24 hours of offloading retained catch or prior to departing on a subsequent trip, whichever occurs first, in the form and manner prescribed by the Manager. The Members agree that these records shall be maintained by the Manager. The Manager shall, upon the request of any Member or NMFS, provide such Member or NMFS with the Sector's aggregate catch information that is generated from such records.

**Section 6.03. Dealer Reporting.**

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

**Section 6.04. Catch Verification.**

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

**Section 6.05. Monitoring Vendors.**

The following Monitoring Vendors may be candidates for administering the Sector's ASM Programs in FY2013, should they be approved by NMFS and implemented by the Sector:

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

89 North Water Street

New Bedford, MA 02747  
Phone: (508) 990-9057  
Primary Contact: Jo Michaud, [jo@aisobservers.com](mailto:jo@aisobservers.com)  
Secondary Contact: Luke Szymanski, [lukes@aisobservers.com](mailto:lukes@aisobservers.com)

**Atlantic Catch Data Ltd.**

99 Wyse Road, Suite 815  
Dartmouth, Nova Scotia  
CANADA B3A 4S5  
Phone: (902) 422-4745  
Primary Contact: Greg Connor, [gconnor@atlanticcatchdata.ca](mailto:gconnor@atlanticcatchdata.ca)

**East West Technical Services**

34 Batterson Drive  
New Britain, CT 06053  
Phone: (860) 223-5165  
Primary Contact: Jerry Cygler, [jerry@ewts.com](mailto:jerry@ewts.com)  
Secondary Contact: Karl Cygler, [karl@ewts.com](mailto:karl@ewts.com)

**MRAG Americas**

65 Eastern Ave.  
Unit B2C  
Essex, MA 01929  
Phone: (978) 768-3880  
Primary Contact: Jennie Harrington, [jennie.harrington@mragamanicas.com](mailto:jennie.harrington@mragamanicas.com)  
Secondary Contact: Bob Trumble, [Bob.trumble@mragamanicas.com](mailto:Bob.trumble@mragamanicas.com)

The Sector may contract a provider(s) from the above-list that has been approved by NMFS provide at-sea monitoring services prior to May 1, 2013 and notify NMFS of its selection. Any providers that are approved by NMFS but not contained in the above-list will be considered as well. NMFS shall notify the Manager which of these Monitoring Vendors have been certified. Specific vendor(s) selection may be approved by the Manager through consultation with Members, and based on internal criteria yet to be determined. If a Monitoring Vendor loses certification in the course of the fishing year, NMFS will immediately alert the Manager; the Sector will subsequently establish a contract with another approved vendor from the vendor list and notify NMFS of this decision. Standards for Monitoring Vendors can be found in Exhibit G.

Section 6.06.      **Dockside Monitoring Program.**

The Sector will not be required to implement a Dockside Monitoring (DSM) Program ("DMP") in FY2013.

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

The 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 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, unless otherwise instructed. 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.

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

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

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. Of importance to this section, primary data to be collected includes but is not limited to length and weight of regulated groundfish stocks for the purpose of conducting such analyses as discards, discard rates, length-weight regressions, and other similar analyses.

## **Article VII. ENFORCEMENT.**

### **Section 7.01. Agreement Enforcement.**

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

### **Section 7.02. Liability.**

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

- 1.03 – Organization and Authority
- 2.01 – Voluntary Membership
- 2.02 – Scope of Membership Obligations
- 2.03 – Length of Commitment
- 2.04 – New Members
- 2.05 – Permit Transfers
- 2.06 – Right of First Refusal
- 2.07 – Membership Dues
- 2.08 – Disclosure Agreement
- 3.01 – Sector Manager
- 3.02 – Manager Authority
- 3.03 – Infractions Committee
- 3.04 – Procedures for Investigations
- 3.06 – Inshore GOM Declaration Program
- 4.01 – Sector Allocation
- 4.02 – Annual Distribution
- 4.03 – Reserve
- 4.04 – Release of Reserve
- 4.05 – ACE Transfer
- 5.04 – Operators
- 5.07 – Observed Offloading
- 5.09 – Redirection of Effort

- 6.02 – Participating Vessel Catch Reports
- 6.03 – Dealer Reporting
- 6.04 – Catch Verification
- 6.08 – Fixed Gear Sector Monitoring Program
- Article VII in its entirety (Enforcement)
- Article VIII in its entirety (Expulsion of Members)
- Article IX in its entirety (Term/Termination)
- Article X in its entirety (Misc.)

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

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

**Section 7.04. Penalties for Violations.**

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

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

If the Committee (i) has determined, pursuant to the procedures set forth in Section 3.04 hereof, that a Member has violated this Agreement or (ii) makes any other determination with respect to a Member under this Agreement (including, specifically, without limitation Section 4.07 hereof), such violating Member shall have five (5) business days following the date of the Committee's determination to request reconsideration of the enforcement or other action and/or propose an alternative form of penalty. Such request shall be made in writing and shall be addressed to the Board. The Board may, in its sole discretion, grant or deny any request for reconsideration and may, in its sole discretion, approve or disapprove any alternative form of penalty; provided, that the Board 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, Amendment 16, the Framework Adjustment and Amendment 13 and are uniform with those reached in similar circumstances.

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

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

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

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

**Section 7.08. Dispute Procedures.**

Notwithstanding the provisions of Section 7.01 hereof, prior to instituting any litigation or other dispute resolution, the parties shall follow any applicable procedures set forth in this Agreement, including specifically Sections 3.04, 6.04 and 7.02, for the resolution of such dispute. Any appeals taken with respect to any dispute that arises in connection with this Agreement shall be taken in the federal district court in Boston, Massachusetts or, if said court(s) does not have jurisdiction, in such courts in the Commonwealth of Massachusetts that do have jurisdiction.

**Section 7.09. Specific Performance.**

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

**Section 7.10. Indemnification.**

Each party that violates this Agreement (the "Indemnitor") hereby severally



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

## **Article VIII. EXPULSION OF MEMBERS.**

### **Section 8.01. Cause.**

The Members agree that any Member, its Permits and/or its Participating Vessels may be expelled from the Sector if (i) the actions of such Member and/or its Participating Vessels (or the Participating Vessels’ operators) seriously undermine and threaten the existence of the Sector, (ii) the actions of such Member and/or its Participating Vessels (or the Participating Vessels’ operators) have exposed other Members of the Sector to monetary penalties and/or legal actions, (iii) such Member has been convicted of a serious crime, or (iv) such Member has not paid its membership dues and/or poundage fees as required by Section 2.07.

### **Section 8.02. Procedure.**

Any Member, the Committee or the Manager may submit to the Board a request to have a Member, its Permits and/or its Participating Vessels expelled from the Sector (the “Expulsion Request”). Such Expulsion Request shall be in writing and shall include an explanation of the basis for expulsion. The Board shall vote on such Expulsion Request within fourteen (14) days of receipt of such Expulsion Request. The affirmative vote of three-fourths (75%) of the members of the Board shall be required in order to expel a Member, its Permits and/or its Participating Vessels. Expulsion shall be effective immediately upon the receipt of the requisite vote by the Board. As required by 50 CFR Part

648.87 or any substitute or successor provision, a Member, its Permits and/or its Participating Vessels expelled during any fishing year may not fish outside of the Sector under a groundfish DAS program, participate in another groundfish sector, or lease or transfer any DAS or ACE assigned to that Member's Permits or Participating Vessels during the remainder of such fishing year. Upon expulsion of any Member, its Permits and/or its Participating Vessels, the Manager shall immediately notify NMFS via certified mail and email that the Member's Permits and/or Participating Vessels are no longer included in the Sector.

#### **Article IX. TERM/TERMINATION.**

This Agreement takes effect upon the approval hereof by the Regional Administrator in accordance with 50 CFR Part 648.87 and terminates on the last day of the 2013 FY (which occurs on April 30, 2014) (the "Term"). 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 given twenty (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. Notwithstanding the foregoing, if NMFS shall not approve the Sector's Operations Plan and Agreement, as the same may be amended, for any fishing year during the Term or any extension thereof, then this Agreement shall terminate on the last day of the last fishing year for which the Sector's Operations Plan and Agreement shall have received approval from NMFS.

#### **Article X. MISCELLANEOUS.**

##### **Section 10.01. Entire Agreement.**

This Agreement, including the Exhibits hereto, the Schedule of Penalties and any other documents incorporated by reference herein, 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 Manager, such consent not to be unreasonably 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) one business day following the date sent when sent by overnight delivery, (ii) five business days following the date mailed when mailed by registered or certified mail return receipt requested and postage prepaid, (iii) upon delivery confirmation when sent by facsimile, and (iv) upon verifying the “sent” status of an email, 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 Commonwealth of Massachusetts without giving effect to any choice of law provision or rules (whether of Massachusetts or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the Commonwealth of Massachusetts.

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 dispute resolution procedures set forth in Article VI, each of the Members consent to the exclusive jurisdiction and venue of the federal district court in Boston, Massachusetts or, if said court does not have jurisdiction, in such courts in the Commonwealth of Massachusetts 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 *forum non conveniens*.

Section 10.08.      **Amendments and Waivers.**

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

Section 10.09.      **Severability.**

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.**

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

***See Signature Pages***  
*(submitted March 29, 2013)*

**EXHIBIT A**

<b>GB Cod Fixed Gear Sector Penalty Schedule</b>			
<b>Violation</b>	<b>FIRST</b>	<b>SECOND</b>	<b>THIRD</b>
<b>VIOLATIONS REGARDING PERMITS, REPORTING, DOCUMENTATION, VESSEL OPERATIONS AND EXEMPTIONS</b>			
All Violations including but not limited to: providing false statements or supporting documentation on applications or reports to the Sector; late or non-reporting; failure to comply with a permit condition/ restriction/ letter of authorization or exemption issued by the Sector; providing false statements; failure to participate in the Sector Catch Monitoring Program; unreasonably interfering with onboard data collectors; or failing to comply with VMS/DAS requirements (technical and minor violations may result in a letter of	Up to \$5,000 and/or seizure of up to 10% of a Member's ACE (and/or stop fishing order)	\$5,000-\$15,000 and/or seizure of up to 30% of a Member's ACE (and/or stop fishing order)	\$20,000 or more, and/or seizure of up to 40% of a Member's ACE (and/or stop fishing order)

warning).			
<b>VIOLATIONS REGARDING TIME AND AREA RESTRICTIONS</b>			
All violations including, but not limited to: exemption areas, closed fisheries, closed seasons, restricted gear/management areas and Days at Sea or ACE violations.	Up to \$50,000 and/or seizure of up to 50% of a Member's ACE (stop fishing order for 30 days)	\$50,000-\$100,000 and/or seizure of up to 100% of a Member's ACE (unable to fish for the remainder of the fishing year)	Expulsion
<b>VIOLATIONS THAT PLACE THE SECTOR AGREEMENT AT RISK</b>			
All violations including but not limited to a violation of a stop order, fishing in a closed area, transfer of fish from a non-sector vessel to a sector vessel, transferring fish to a non-Sector vessel (including a non-Sector vessel owned or operated by a Permit holder), subverting the reporting requirements (misappropriating landings) or any other action which could cause the Authorized Georges Bank Cod Fixed Gear Sector Allocation to be in violation of its agreement.	Up to \$50,000 and/or seizure of up to 10% of a Member's ACE (loss of fishing rights for 365 days)	Expulsion	
<b>VIOLATIONS REGARDING MEMBERSHIP COMMITMENT</b>			
Violation of 50 CFR 648.48 or failing to remain in the Sector for the Commitment Period (i.e., breach of Section 2.03 of the Agreement).	\$10,000 and/or seizure of up to 20% of a Member's ACE	N/A	N/A

**EXHIBIT B****GB Cod Fixed Gear Sector Roster  
(Submitted May 6, 2013)**

<b>Current Owner Name</b>	<b>MRI</b>	<b>Permit Number</b>	<b>Vessel Name</b>
John S. Tuttle	27	150563	CAPE ISLAND
Tye F. Vecchione	30	150988	SKIFF
Robert J. Eldridge Jr.	76	150187	SEED
Robert J. Eldridge Jr.	84	220839	UNICORN
Theodore J. Ligenza	99	221764	RIENA MARIE
John L. Our Jr.	119	232108	MISS FITZ
Jan S. Margeson	142	151268	JAN M
Raymond W. Kane Jr.	148	230296	FRENZY
James L. Young	151	230322	POOH BAH
CCCHFA	153	150877	SEA HOLLY III
Gregory J. Connors	167	151403	2010 BEACON
William H. Amaru	183	230926	JOANNE A III
Shawn Sullivan	194	231435	BACK OFF
Benjamin K. Morgan	195	151314	LOBSTER MOBSTER
William H. Amaru	213	150922	WOOD FLAT BOAT
Pillory Fisheries Inc	224	150237	1971 SEA CRAFT 20
Gregory J. Connors	256	149575	REBECCA AND EMILY
The Red Death Inc.	257	150616	1976 HOMEMADE
Kenneth A Tolley	260	240543	HUNTER
Tye F. Vecchione	262	149525	BADA BING
CCCHFA	274	151192	CAROLE R II 2009 KL INDUS
Mark D. Liska	285	241576	SEA DANCER
CCCHFA	328	150844	SAM RYDER
Charlie S. Dodge	331	149278	STRANGLE HOLD
Jan S. Margeson	395	149963	GREAT PUMPKIN
Harmony Fisheries Inc.	418	250571	EDWARD & JOSEPH
CCCHFA	449	150671	CAROL ANN
CCCHFA	465	240543	HUNTERESS
Benjo Inc.	647	233617	SAGA
CCCHFA	677	149988	2002 SKIFF TOLLEY SUSIE Q
Mark Liska	910	222737	TAINT
David Murdoch IV	1191	146765	JACK TAR
Charlie S. Dodge	1316	149278	STRANGLE HOLD
CCCHFA	1434	151437	MARILYN LOUISE II SKIFF

Glen LeGeyt	1435	150652	MORGAN I
Johanna Fisheries LLC	1467	250463	JOHANNA
Charlie S. Dodge	1469	149826	LITTLE GIANT
Peter Taylor	1496	242520	SEA HOUND
Theodore J. Ligenza	1521	135641	WATER HORSE
CCCHFA	1527	221935	SEA BAGGINS
John L. Our Jr.	1545	149986	22 HILINER
Thomas M Szado	1562	221518	ARLIE X
CCCHFA	1563	150706	STURDEE
Stuart W. Tolley	1576	118641	DAWN T
John L. Our Jr.	1609	150361	1979 YOUNG
James E Bergstrom	1619	150767	1973 SEA RAY
Harmony Fisheries Inc.	1620	121162	LADY IRENE
Gregory J. Connors	1634	146922	CONSTANCE SEA
Raymond J. Brunelle	1668	104564	ANNA MARIE
James F. Nash	1685	222231	MAGIC
John S. Tuttle	1689	233175	CUDA
Eric M. Hesse	1708	242648	TENACIOUS II
Robert St. Pierre Jr.	1744	241555	RUG RATS
CCCHFA	1746	211160	SEA WINDS
Bruce Kaminski	1755	100598	NEVER ENOUGH
CCCHFA	1856	120962	LITTLE RASCAL
James F. Nash	1883	149261	ANN MARIE
Gregory F. Walinski	1886	232096	ALICIA ANN
Thomas S. Smith	1888	151214	SEANYMPH
Edward F. Bennett	1906	230558	SYNERGISTIC
Timothy D. Linnell	1923	122157	PERRYS PRIDE II
Charles J. Comeau	1940	111336	BUFFY ANNE
Gregory J. Connors	1951	223588	LAST STAND
Raymond J. Ransom III	1958	223581	LYNDSY LIZ
Michael A. Russo	1961	150562	ALWAYS SOMETHING
Althea K Inc.	1985	100277	ALTHEA K
Jakob & Megan Fisheries LLC	2001	222737	JAKOB & MEGAN
Peggy B II Inc.	2006	213029	PEGGY B II
Gerald Miskin	2008	116103	OUIJA
CCCHFA	2013	223607	HEADHUNTER
Wade S. Behlman	2020	222022	JENNIFER DAN
CCCHFA	2039	150897	MONOMOY
Alfred J. Yuknavich	2050	221794	SURF BREAKER
Shannon Mcosker	2171	223565	MISS JENNIFER
CCCHFA	2179	151438	FAIR WIND SKIFF



CCCHFA	2196	232043	WILLIAM GREGORY
John M. Linnell	2218	222175	LORI B
Jean E. Barker	2248	130772	ZACHARY T
James B. Eldredge	2265	230420	YELLOW BIRD
Gregory J. Connors	2297	150597	1992 SYLVAN SKIFF
Peters Fisheries Inc.	2351	240872	TRAPPIST
Earl T. LeGeyt Jr.	2623	146672	SEA HOOK
Mattanza LLC	2650	214970	MATTANZA
Michael P. Ginley	2692	150529	BEACON
Kurt Martin	2992	223512	TIME BANDIT
CCCHFA	2995	150853	BLUE BAG
Michael P. Ginley	3015	149404	DH BOATWORKS
CCCHFA	3098	135589	BLUE SKY
Kenneth Eldredge	3174	150691	LOLO
Nicholas O'Toole	3176	150861	THREE REASONS
WTB Fish Inc.	3323	213004	TUNA ECLIPSE
Eric M. Hesse	3390	150584	LEI LANI
Thomas E. Luce	3449	211160	SEA WIN
Pennel Ames	3470	214158	KAOS
Christopher J. Ripa	3542	221581	IRISH LADY
Wallace H. Bicknell	3595	222365	MISS MELODYE
Mark J. Hurley	3669	230935	SEABORNE
Michael E. Terrenzi	3684	231241	KELLY J
Leslie G. Shwom	3688	233177	ROSEY S
CCCHFA	4129	150841	DESIRE III
CCCHFA	4202	150686	2008 WATER TENDER/SCOOTER
CCCHFA	4326	151429	SNAFU II SKIFF
CCCHFA	47883	151425	NOTHING BUT TROUBLE SKIFF
CCCHFA	47926	151436	MISS MOLLY SKIFF
Douglas R. Feeney	47950	151287	SOFIA
Nantucket Sound Fish Weirs Inc.	47964	220698	NANCY S
CCCHFA	48923	151352	TONY K
Joseph J. Geary	49047	148763	BLUE HERRON

## **EXHIBIT C**

### **HARVESTING RULES Fishing Year 2013 GB Cod Fixed Gear Sector**

The Members and the Participating Vessels of the Sector agree to be legally bound to follow the Harvesting Rules for the 2013 Fishing Year as described herein, notwithstanding those rules and regulations applicable to Common Pool groundfish vessels.

### **QUOTA MONITORING**

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

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

*As downloaded from the SIMM on May 3, 2013*

<b>STOCK</b>	<b>APPROX. ACE (%)</b>
Cod (GOM)	2.4%
Cod (GB) - Eastern U.S./Canada	27.7%
Cod (GB) – Western U.S./Canada	
Haddock (GOM)	1.8%
Haddock (GB) – Eastern U.S./Canada	5.8%
Haddock (GB) – Western U.S./Canada	
Yellowtail Flounder (GB)	0.01%
Yellowtail Flounder ( SNE/Mid-Atlantic)	0.3%
Yellowtail Flounder (Cape Cod/GOM)	2.8%
Plaice	0.9%
Witch Flounder	2.1%
Winter Flounder (GB)	0.03%
Winter Flounder (GOM)	3.7%
Redfish	2.7%
White Hake	5.7%
Pollock	7.4%
Winter Flounder (SNE)	1.6%
Windowpane Flounder (North)	*n/a

Windowpane Flounder (South)	*n/a
Ocean Pout	*n/a
Halibut	*n/a
Atlantic Wolffish	*n/a

\*n/a means allocations of these stocks will not be made, however trip limits may remain in place.

## **2. Target Quotas:**

The Manager may impose weekly or trip target quotas to slow down harvest rates. If such target quotas are imposed, Sector Members agree to adjust their fishing operations to avoid exceeding these quotas.

## **3. Full Retention of Legal-Sized Species for Which the Sector Has an ACE:**

All legal size fish harvested during any commercial fishing operation and for which the Sector has an ACE must be retained and counted against the Sector's ACE, except for regulated groundfish allocated by Amendment 16 harvested in fisheries that account for this catch with a fishery-wide sub-Annual Catch Limit.

## **4. Trip Limits for Non-ACE Stocks:**

Sector Members would be subject to all possession and trip limits for those stocks for which the Sector is not allocated ACE.

# **ADMINISTRATIVE**

## **5. Days-At-Sea ("DAS"):**

Each participating Permit and Participating Vessel would be allocated DAS by the Regional Administrator, as set forth on Exhibit C to the Agreement. This DAS allocation would be considered the Sector's DAS allocation to individual Members. Members may be required to use an "A" DAS when conducting fishing operations.

## **6. DAS Pooling:**

Participating Vessels and/or Permits may redistribute or pool DAS to other Participating Vessels and/or Permits, provided that the Manager has given his prior written consent to such redistribution or pooling. A Participating Vessel and/or Permit may not transfer or lease DAS to or from any non-Sector vessel and/or permit during the fishing year in which the Participating Vessel and/or Permit is enrolled in the Sector, unless such leasing or transferring is authorized by an amendment to the Plan or by the Regional Administrator.

# **GEAR REQUIREMENTS**

## **7. Gear Restrictions:**

Unless otherwise permitted under this Agreement (see Section 5.02 and 5.11),

no Participating Vessel may fish for regulated groundfish species with any gear other than rod-and-reel/jigs, demersal longline, handgear sink gillnets, or otter trawl. All Participating Vessels are subject to the same gear restrictions on marking, tagging, and mesh size applicable to common pool vessels using the same type of gear. In addition, when fishing with demersal longlines all hooks must be 12/0 circle hooks. A “circle hook” is defined as a hook with the point turned back towards the shank and the barbed end of the hook is displaced (offset) relative to the parallel plane of the eyed-end, or shank of the hook when laid on its side.

## **EXHIBIT D**

### Vessel Permit Data

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

*Current as of May 6, 2013*

<b>Sector Roster</b>	
Lease Vessels	81
Non-Lease Vessels	27
<b>Targeted Commercial Fisheries*</b>	
Groundfish	24
Monkfish & Skate	19
Lobster (Trap)	3
<b>Primary Gear Type** (Groundfish, Monkfish, Skate)</b>	
Sink Gillnet	17 (63%)
Demersal Longline	7 (26%)
Jig/handline	2 (7%)
Otter Trawl	1 (4%)

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

## EXHIBIT E

### Ownership Documentation

#### Section 1.01.      **Sector Qualification.**

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

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

Permit Number 250571 (F/V Edward & Joseph) under the distinct ownership of Harmony Fisheries Inc.

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

## **EXHIBIT F**

### **GB Cod Fixed Gear Sector Board of Directors**

Section 1.01.      ***Board of Directors Membership***

The following GB Cod Fixed Gear Sector Members comprise the current (as of January 23, 2013) Board of Directors:

<b>2012 Board of Directors</b>
Gregory J Connors
James B Eldredge
Bruce Kaminski
Timothy D Linnell
Mark D Liska
David Murdoch IV
James F Nash (P)
Michael E Terrenzi
Gregory F Walinski

As of the date of this document submission (May 6, 2013), the additional contact able to act on behalf of the Sector is the President of the Sector's Board of Directors:

Name:        Jim Nash  
Mobile:      857-636-8325  
Email:       jimnash05@comcast.net  
Address:     17 Ralph Street, Chatham, MA 02633

## EXHIBIT G

### GB Cod Fixed Gear Sector Points of Contact

Section 1.01.      ***Points of Contact***

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

Sector Communications Contacts					Mailing Address			
Name	Title	Responsibility	Email	Phone	Street 1	City	State	Zip
Eric Brazer	Manager	Day-to-Day Sector Operations	eric@ccchfa.org	508.945-2432 (w) 919.451.1971 (m)	1566 Main St	Chatham	MA	02633
	Sector Analyst	Data Management						
Eric Brazer	Manager	Reporting	same (Eric)	same (Eric)	same			
Eric Brazer	Manager	Policy Issues	same (Eric)	same (Eric)	same			
Eric Brazer	Manager	Research	same (Eric)	same (Eric)	same			
Eric Brazer	Manager	Outreach	same (Eric)	same (Eric)	same			
	Sector President	General Management						



Current Owner Name	MRI #	Permit #	Vessel Name	Status of Permit	Current Permit Location	New in FY2013	Federal Vessel Permits (Category) 2013																						Other Federal Permits	MA State Permits 2013						
							Multipieces	Bluefish	Bluefish - Charter/ Party	Spiny Dogfish	Monkfish	Monkfish - Incidental	Ocean Quahog	Surf Clam	Slate	Squid/Mackerel/Butterfish - Incidental	Squid/Mack/ Butterfish - Charter/ Party	Loligo/ Butterfish - Moratorium	Atlantic Mackerel	Herring - Open Access Possession Limit	Red Crab - Incidental	Tilfish - Commercial/Incidental	American Lobster - Non-Trap	American Lobster - Trap	Black Sea Bass - Moratorium	Black Sea Bass - Charter Party	Summer Flounder - Commercial Moratorium	Summer Flounder - Charter Party	Scup - Commercial Moratorium	Scup - Charter/ Party	Scallop - LAGC - Incidental	Scallop - LAGC - IFQ		ENDORSE- MENTS	OTHER	
John Tuttle	27	150563	Cape Island	Lease-Only	Fixed Gear Sector	N	(A)	1	n/a	1	n/a	(E)	n/a	n/a	1	3	n/a	n/a	4	(D)	(A)	1	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	Bluefin tuna	Spiny dogfish	n/a
Tye Vecchione	30	150988	Skiff	Lease-Only	Fixed Gear Sector	N	(A)	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	Bluefin tuna, LAGC Scallop	Sea scallop, sea scallop shucking, shellfish, spiny dogfish, squid	n/a	
Robert Eldridge, Jr	76	150187	Seed	Lease-Only	Fixed Gear Sector	N	(A)	1	n/a	1	n/a	(E)	n/a	n/a	1	3	n/a	n/a	4	(D)	(A)	1	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	Bluefin tuna	Fluke, shellfish, spiny dogfish, striped bass	n/a
Robert Eldridge, Jr	84	220839	Unicorn	Active Commercial Groundfish	Fixed Gear Sector	N	(A)	1	n/a	1	n/a	(E)	6	1	1	3	n/a	n/a	4	n/a	n/a	1	1	(A1, A2)	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	Bluefin tuna	Fluke, shellfish, spiny dogfish, striped bass	n/a
Theodore Ligenza	99	221764	Riena Marie	Active Commercial Groundfish	Fixed Gear Sector	N	(A)	1	2	1	n/a	(E)	n/a	n/a	1	3	2	n/a	T3	(D)	n/a	n/a	n/a	n/a	1	2	1	2	1	2	n/a	n/a	Bluefin tuna charter	Spiny dogfish, fluke, shellfish, striped bass, scup, black sea bass charter/party, black sea bass commercial	n/a	
John L. Our, Jr	119	232108	Miss Fitz	Active Commercial Groundfish	Fixed Gear Sector	N	(A)	1	n/a	1	(D)	n/a	n/a	n/a	1	n/a	n/a	n/a	4	(D)	n/a	1	1	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	Bluefin tuna	Spiny dogfish, fluke, striped bass	n/a
Jan Margeson	142	151268	Jan M	Lease-Only	Fixed Gear Sector	N	(A)	1	n/a	1	(D)	n/a	n/a	n/a	1	n/a	n/a	n/a	n/a	(D)	n/a	1	1	(AOC)	n/a	n/a	n/a	n/a	1	n/a	n/a	n/a	n/a	Bluefin tuna	Offshore lobster non-trap quahog dredge, spiny dogfish, shellfish, sea scallop shucking	n/a
Raymond W Kane, Jr	148	230296	Frenzy	Lease-Only	Fixed Gear Sector	N	(A)	1	n/a	1	n/a	n/a	n/a	n/a	1	3	n/a	n/a	n/a	(D)	n/a	1	n/a	n/a	n/a	2	n/a	2	n/a	2	n/a	n/a	n/a	Bluefin tuna	Striped bass, spiny dogfish, black sea bass charter	n/a
James L Young	151	230322	Pooh Bah	Lease-Only	Fixed Gear Sector	N	(D) - Hook Gear	1	n/a	1	n/a	(E)	n/a	n/a	1	3	n/a	n/a	4	(D)	(A)	1	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	Striped bass, sea scallop	n/a
CCCCHA	153	150877	Sea Holly III	Lease-Only	Fixed Gear Sector	N	(A)	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	1	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Gregory J Connors	167	151403	2010 Beacon	Lease-Only	Fixed Gear Sector	N	(A)	1	n/a	1	(D)	n/a	n/a	n/a	1	3	n/a	n/a	4	(D)	n/a	1	1	(AOC)	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	Bluefin tuna	Offshore lobster non-trap spiny dogfish, striped bass	n/a
William H Amaru	183	230926	Joanne A III	Active Commercial Groundfish	NEFS X	Y	(A)	1	n/a	1	(D)	n/a	6	1	1	3	n/a	n/a	4	(D)	(A)	1	1	n/a	1	n/a	1	n/a	1	n/a	(C)	n/a	n/a	Cap-squid, dogfish, fluke FRV, HSC-biomedical, northern shrimp, scup, sea bass, striped bass	n/a	
Shawn Sullivan	194	231435	Back Off	Lease-Only	Fixed Gear Sector	N	(A)	1	n/a	n/a	n/a	(E)	n/a	n/a	n/a	3	n/a	n/a	4	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	Bluefin tuna	Striped bass, spiny dogfish	n/a
Benjamin K Morgan	195	151314	Lobster Mobster	Active Commercial Groundfish	Fixed Gear Sector	N	(A)	1	n/a	1	n/a	(E)	n/a	n/a	1	3	n/a	n/a	4	(D)	(A)	1	n/a	n/a	1	n/a	1	n/a	1	n/a	n/a	n/a	n/a	n/a	Black sea bass commercial, fluke, scup, spiny dogfish, striped bass	n/a
William H Amaru	213	150922	Wood Flat Boat	Lease-Only	NEFS X	Y	(A)	1	n/a	1	n/a	(E)	n/a	n/a	1	3	n/a	n/a	4	(D)	(A)	1	1	n/a	n/a	n/a	1	n/a	n/a	n/a	n/a	n/a	n/a	n/a	Cap-squid, dogfish, fluke FRV, HSC-biomedical, northern shrimp, scup, sea bass, striped bass	n/a
Pillory Fisheries Inc	224	150237	1971 Seacraft 20	Lease-Only	Fixed Gear Sector	N	(A)	1	n/a	1	n/a	(E)	n/a	n/a	1	3	n/a	n/a	4	(D)	(A)	1	1	(AOC)	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	Offshore lobster, fluke	n/a
Gregory J Connors	256	149575	Rebecca and Emily	Lease-Only	Fixed Gear Sector	N	(A)	1	n/a	1	n/a	(E)	n/a	n/a	1	3	n/a	n/a	4	n/a	n/a	1	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	Bluefin tuna	Offshore lobster non-trap spiny dogfish, striped bass	n/a
The Red Death Inc	257	150616	1976 Homemade	Lease-Only	Fixed Gear Sector	N	(A)	1	n/a	1	(D)	n/a	n/a	n/a	1	3	n/a	n/a	4	(D)	(A)	1	1	(A2, AOC)	1	n/a	1	n/a	1	n/a	n/a	n/a	n/a	n/a	Offshore lobster, dogfish, scup, shellfish, sea scallop shucking	n/a
Kenneth Tolley	260	240543	Hunter	Active Commercial Groundfish	Fixed Gear Sector	N	(A)	1	n/a	1	(D)	n/a	n/a	n/a	1	3	n/a	n/a	4	(D)	(A)	1	1	n/a	n/a	n/a	1	n/a	n/a	n/a	n/a	n/a	n/a	Bluefin tuna	Surf clam, ocean quahog, shellfish dredge, conch pot, offshore lobster non-trap, spiny dogfish, sw groundfish	n/a
Tye Vecchione	262	149525	Bada Bing	Lease-Only	Fixed Gear Sector	N	(A)	1	n/a	1	n/a	(E)	6	1	1	3	n/a	n/a	4	(D)	(A)	1	1	n/a	1	n/a	1	n/a	1	n/a	(A)	Bluefin tuna, LAGC Scallop	Sea scallop, sea scallop shucking, shellfish, spiny dogfish, squid	n/a		



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Jakob & Megan Fisheries LLC	2001	222737	Jakob & Megan	Active Commercial Groundfish	Fixed Gear Sector	N	(A)	1	n/a	1	n/a	(E)	n/a	n/a	1	3	n/a	n/a	4	(D)	(A)	1	1	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	Bluefin tuna	Black sea bass commercial, scup, shellfish, spiny dogfish	n/a	
Peggy B II Inc	2006	213029	Peggy B II	Lease-Only	Fixed Gear Sector	N	(A)	1	2	1	n/a	(E)	n/a	n/a	1	n/a	2	n/a	n/a	(D)	n/a	n/a	n/a	n/a	n/a	2	n/a	2	n/a	2	n/a	n/a	n/a	Bluefin tuna	Charter, conch pot, spiny dogfish, fluke, scup pot, black sea bass commercial, shellfish, striped bass	n/a	
Gerald Miskin	2008	116103	Ouija	Lease-Only	Fixed Gear Sector	N	(A)	1	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	Black sea bass commercial, spiny dogfish, striped bass	n/a	
CCCHFA	2013	223607	Headhunter	Lease-Only	Fixed Gear Sector	N	(A)	1	n/a	1	n/a	(E)	n/a	n/a	1	3	n/a	n/a	4	(D)	(A)	1	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a		
Wade S Behlman	2020	222022	Jennifer Dan	Lease-Only	Fixed Gear Sector	N	(A)	n/a	n/a	n/a	n/a	n/a	n/a	n/a	3	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	Conch pot, shellfish, striped bass, black sea bass commercial, horseshoe crab, surface gillnet	n/a		
CCCHFA	2039	150897	Monomoy	Lease-Only	Fixed Gear Sector	N	(A)	1	n/a	1	n/a	(E)	6	1	1	3	n/a	n/a	4	(D)	(A)	1	n/a	n/a	n/a	n/a	n/a	n/a	n/a	1	n/a	(A)	n/a	n/a			
Alfred J Yuknavich	2050	221794	Surf Breaker	Lease-Only	Fixed Gear Sector	N	(A)	1	n/a	1	n/a	(E)	n/a	n/a	1	n/a	n/a	n/a	n/a	n/a	n/a	1	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	Bluefin tuna	Spiny dogfish, striped bass, scup, sea bass	n/a	
Shannon E McKosker	2171	223565	Miss Jennifer	Lease-Only	Fixed Gear Sector	N	(A)	1	n/a	1	n/a	(E)	n/a	n/a	1	3	n/a	n/a	4	(D)	(A)	1	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	Bluefin tuna	Striped bass, dogfish	n/a	
CCCHFA	2179	151438	Fair Wind Skiff	Lease-Only	Fixed Gear Sector	N	(A)	1	n/a	1	n/a	(E)	n/a	n/a	1	3	n/a	n/a	4	(D)	(A)	1	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a		
CCCHFA	2196	232043	William Gregory	Lease-Only	Fixed Gear Sector	N	(A)	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a		
John Matthew Linnell	2218	222175	Lori B	Active Commercial Groundfish	Fixed Gear Sector	N	(A)	1	n/a	1	(D)	n/a	6	1	1	3	n/a	n/a	4	(D)	(A)	1	1	(AOC)	n/a	n/a	1	n/a	1	n/a	n/a	n/a	n/a	Bluefin tuna	Conch pot, spiny dogfish	n/a	
Jean E Barker	2248	130772	Zachary T	Active Commercial Groundfish	Fixed Gear Sector	N	(A)	1	n/a	1	n/a	n/a	n/a	n/a	1	3	n/a	n/a	n/a	n/a	n/a	1	n/a	n/a	n/a	n/a	2	n/a	2	n/a	2	n/a	n/a	n/a	Bluefin tuna	Charter, striped bass, black sea bass charter, black sea bass commercial, fluke	n/a
James B Eldredge	2265	230420	Yellow Bird	Active Commercial Groundfish	Fixed Gear Sector	N	(A)	1	n/a	1	n/a	(E)	n/a	n/a	1	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	(AOC)	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	Conch pot, spiny dogfish, scup, shellfish	n/a		
Gregory J Connors	2297	150597	1992 Sylvan Skiff	Lease-Only	Fixed Gear Sector	N	(A)	1	n/a	1	n/a	(E)	n/a	n/a	1	3	n/a	n/a	4	(D)	(A)	1	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	Offshore lobster non-trap spiny dogfish, striped bass	n/a		
Peters Fisheries Inc.	2351	240872	Trappist	Lease-Only	Fixed Gear Sector	N	(A)	1	n/a	1	n/a	(E)	n/a	n/a	1	3	n/a	n/a	4	(D)	(A)	1	n/a	(A1)	1	n/a	n/a	n/a	1	n/a	n/a	n/a	n/a	n/a	n/a		
Earl T LeGeyt Jr	2623	146672	Sea Hook	Lease-Only	Fixed Gear Sector	N	(D) - Hook Gear	1	2	n/a	n/a	(E)	n/a	n/a	1	3	2	n/a	4	(D)	n/a	n/a	n/a	n/a	n/a	2	n/a	2	n/a	2	n/a	n/a	n/a	Bluefin tuna	Scup, black sea bass commercial, spiny dogfish, striped bass, charter, fluke	n/a	
Mattanza LLC	2650	214970	Mattanza	Active Commercial Groundfish	Fixed Gear Sector	N	(D) - Hook Gear	1	n/a	1	n/a	(E)	6	1	1	3	n/a	n/a	4	(D)	(A)	1	n/a	n/a	1	n/a	n/a	n/a	1	n/a	n/a	n/a	n/a	Bluefin tuna	Striped bass, scup, sea herring, spiny dogfish, fluke, surface gillnet	n/a	
Michael P Ginley	2692	150529	Beacon	Lease-Only	Tri State Sector	Y	(D) - Hook Gear	1	n/a	1	n/a	(E)	n/a	n/a	1	3	n/a	n/a	4	(D)	(A)	1	n/a	n/a	n/a	n/a	1	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a		
Kurt Martin	2992	223512	Time Bandit	Lease-Only	Fixed Gear Sector	N	(D) - Hook Gear	1	n/a	1	n/a	(E)	n/a	n/a	1	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	(AOC)	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	Bluefin tuna	Coastal lobster, shellfish, dogfish, weir, scup, sea bass, striped bass	n/a	
CCCHFA	2995	150853	Blue Bag	Lease-Only	Fixed Gear Sector	N	(D) - Hook Gear	n/a	n/a	1	n/a	(E)	n/a	n/a	1	n/a	n/a	n/a	n/a	(D)	n/a	1	1	(AOC)	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a		
Michael P Ginley	3015	149404	DH Boatworks	Lease-Only	Tri State Sector	Y	(D) - Hook Gear	1	n/a	1	n/a	(E)	n/a	n/a	1	3	n/a	n/a	4	n/a	(A)	1	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a		
CCCHFA	3098	135589	Blue Sky	Lease-Only	Fixed Gear Sector	N	(D) - Hook Gear	1	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a		
Kenneth Eldredge	3174	150691	Lolo	Lease-Only	Fixed Gear Sector	N	(D) - Hook Gear	1	n/a	1	n/a	n/a	n/a	n/a	1	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	Spiny dogfish, horseshoe crab, shellfish, striped bass	n/a		
Nicholas O'Toole	3176	150861	Three Reasons	Lease-Only	Fixed Gear Sector	N	(D) - Hook Gear	1	n/a	1	n/a	(E)	n/a	n/a	1	3	n/a	n/a	4	(D)	(A)	1	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	Bluefin tuna	Striped bass, spiny dogfish	n/a	
WTB Fish Inc	3323	213004	Tuna Eclipse	Lease-Only	Fixed Gear Sector	N	(D) - Hook Gear	1	n/a	1	n/a	(E)	6	1	1	3	n/a	n/a	4	(D)	(A)	1	n/a	n/a	n/a	2	1	n/a	n/a	2	n/a	n/a	n/a	Bluefin tuna	Charter, striped bass, black sea bass charter, black sea bass commercial, fluke	n/a	
Eric Hesse	3390	150584	Lei Lani	Lease-Only	Fixed Gear Sector	N	(D) - Hook Gear	1	n/a	1	n/a	(E)	n/a	n/a	1	3	n/a	n/a	4	(D)	(A)	1	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	Bluefin tuna	Striped bass, scup, sea herring, spiny dogfish, fluke, surface gillnet	n/a	
Thomas Luce	3449	211160	Sea Win	Lease-Only	Fixed Gear Sector	N	(D) - Hook Gear	1	n/a	1	n/a	(E)	n/a	n/a	1	3	n/a	n/a	4	(D)	(A)	1	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	Bluefin tuna	Conch pot, sea bass pot, scup pot, striped bass, spiny dogfish, horseshoe crab, American eel, sea bass rod and reel	n/a	

Pennel Ames	3470	214158	Kaos	Lease-Only	Fixed Gear Sector	N	(D) - Hook Gear	1	n/a	1	n/a	(E)	n/a	n/a	1	n/a	n/a	n/a	n/a	(D)	n/a	1	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	Shellfish, striped bass	n/a	
Christopher J Ripa	3542	221581	Irish Lady	Lease-Only	Fixed Gear Sector	N	(D) - Hook Gear	n/a	n/a	1	n/a	(E)	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	(AOC)	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	Dogfish, lobster, groundfish	n/a	
Wallace H Bicknell	3595	222365	Miss Melodye	Lease-Only	Fixed Gear Sector	N	(D) - Hook Gear	1	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	Bluefin tuna	Spiny dogfish, commercial shellfish, striped bass	n/a	
Mark J Hurley	3669	230935	Seaborne	Lease-Only	Fixed Gear Sector	N	(D) - Hook Gear	1	n/a	1	n/a	(E)	n/a	n/a	1	3	n/a	n/a	4	(D)	(A)	1	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	Bluefin tuna charter	Striped bass, fluke, scup, sea bass, charter	n/a	
																																	Charter, conch pot, spiny dogfish, fluke, scup, black sea bass commercial, shellfish, striped bass, surface gillnet	n/a		
Michael E Terrenzi	3684	231241	Kelly J	Lease-Only	Fixed Gear Sector	N	(D) - Hook Gear	1	2	1	n/a	n/a	n/a	n/a	1	3	2	n/a	4	(D)	n/a	n/a	n/a	n/a	n/a	2	n/a	2	n/a	2	n/a	n/a	n/a	Sea scallop general - non VMS (1A)	Black sea bass charter, black sea bass commercial, fluke, scup, squid, striped bass	n/a
Leslie Shwam	3688	233177	Rosey S	Lease-Only	Fixed Gear Sector	N	(D) - Hook Gear	1	2	n/a	n/a	(E)	n/a	n/a	n/a	3	2	n/a	4	n/a	n/a	n/a	n/a	n/a	n/a	2	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	
CCCHFA	4129	150841	Desire III	Lease-Only	Fixed Gear Sector	N	(D) - Hook Gear	1	n/a	1	n/a	n/a	n/a	n/a	1	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	
CCCHFA	4202	150686	Last One (2008 Water Tender/Scooter)	Lease-Only	Fixed Gear Sector	N	(A)	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	A	n/a	n/a	n/a		
CCCHFA	4326	151429	Snafu II Skiff	Lease-Only	Fixed Gear Sector	N	(D) - Hook Gear	1	n/a	1	n/a	(E)	n/a	n/a	1	3	n/a	n/a	4	(D)	(A)	1	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	
CCCHFA	47883	151425	Nothing But Trouble Skiff	Lease-Only	Fixed Gear Sector	N	(HA) - Limited Access Handgear	1	n/a	1	n/a	n/a	n/a	n/a	1	3	n/a	n/a	4	(D)	(A)	1	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	
CCCHFA	47926	151436	Miss Molly Skiff	Lease-Only	Fixed Gear Sector	N	(HA) - Limited Access Handgear	1	2	1	n/a	n/a	n/a	n/a	1	3	n/a	n/a	4	(D)	(A)	1	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	
Nantucket Sound Fish Weirs Inc	47964	220698	Nancy S	Lease-Only	Fixed Gear Sector	N	(HA) - Limited Access Handgear	1	n/a	1	n/a	n/a	n/a	n/a	1	n/a	n/a	1	4	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	1	n/a	n/a	n/a	n/a	Scup, weir, sea bass, dogfish, sea herring	n/a	
Douglas R Feeney	47950	151287	Sofia	Lease-Only	Fixed Gear Sector	N	(HA) - Limited Access Handgear	1	n/a	1	n/a	(E)	n/a	n/a	1	n/a	n/a	1	4	(D)	n/a	1	n/a	n/a	n/a	n/a	n/a	n/a	1	n/a	n/a	n/a	n/a	Scup, weir, sea bass	n/a	
CCCHFA	48923	151352	Tony K	Lease-Only	Fixed Gear Sector	N	(HA) - Limited Access Handgear	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	
Joseph J Geary	49047	148763	Blue Herron	Lease-Only	Fixed Gear Sector	N	(HA) - Limited Access Handgear	1	n/a	1	n/a	(E)	n/a	n/a	1	3	n/a	n/a	4	(D)	(A)	1	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	Bluefin tuna	Shellfish, striped bass	n/a	

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



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

NOAA form 88-156A

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

F/V DAWN T

**Northeast Federal Permit Number: 118641**

Documentation/Registration Number: MS2953HC

Principal Port/State: CHATHAM, MA

**Maximum Trap Allocation (if applicable): 800**

(see reverse side for trap allocation information)

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

**Authorized Signature**

Authorized Signature Stuart W. Keller

See reverse side for permit conditions and information

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



**United States Department of Commerce**  
National Oceanic and Atmospheric Administration  
National Marine Fisheries Service  
Northeast Region  
55 Great Republic Drive  
Gloucester, MA 01930  
Telephone: (978) 281-9370      VB      14

NOAA form 88-156A

HARMONY FISHERIES INC  
2236 MAIN STREET  
SOUTH CHATHAM, MA 02659

F/V EDWARD & JOSEPH  
Northeast Federal Permit Number: 250571  
Documentation/Registration Number: 591810  
Principal Port/State: CHATHAM, MA

**Maximum Trap Allocation (if applicable): 800**

(see reverse side for trap allocation information)

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

Authorized Signature \_\_\_\_\_

See reverse side for permit conditions and information

# Northeast Federal Fishing Permit

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



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

NOAA form 88-156A

## 2013 Fishing Year Permit

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

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

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

### Maximum Trap Allocation (if applicable):

(see reverse side for trap allocation information)

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

Authorized Signature

See reverse side for permit conditions and information



1 of 23

#108

IN WITNESS WHEREOF, the undersigned parties have executed this GB Cod Fixed Gear Sector Operations Plan and Agreement for FY2013, as of the date first written above.

Nick OToole  
Signature  
Three Reasons  
Name  
Nick OToole  
Permit Name  
~~130772~~ 150861 / 3176  
MRI # / Permit #

John S Tuttle  
Signature  
John Tuttle  
Name  
Cuda  
Permit Name  
1689 233175  
MRI # / Permit #

John S Tuttle  
Signature  
John Tuttle  
Name  
Cape Island  
Permit Name  
27 150563  
MRI # / Permit #

Raymond W. Kane  
Signature  
RAYMOND W. KANE  
Name  
~~230296~~ FRENZY  
Permit Name  
148 230296  
MRI # / Permit #

Robert Eldridge  
Signature  
Robert Eldridge  
Name  
UNICORN  
Permit Name  
84 220839  
MRI # / Permit #

Robert Eldridge  
Signature  
Robert Eldridge  
Name  
SEED  
Permit Name  
76 150187  
MRI # / Permit #

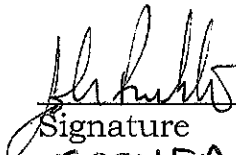
Ben Bergquist  
Signature  
Ben Bergquist / Ben Jo Inc.  
Name  
SAGA  
Permit Name  
647 233617  
MRI # / Permit #

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

2 of 23

33

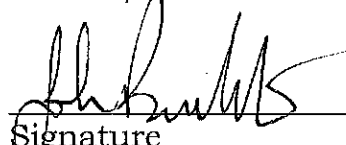
IN WITNESS WHEREOF, the undersigned parties have executed this GB Cod Fixed Gear Sector Operations Plan and Agreement for FY2013, as of the date first written above.

  
Signature  
CCCHFA

Name  
✓ Desire III

Permit Name  
4129 / 150841

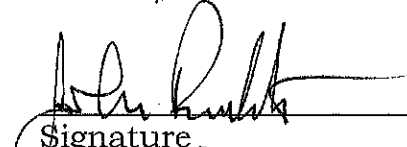
MRI # / Permit #

  
Signature  
CCCHFA

Name  
✓ Blue Sky

Permit Name  
3098 / 135589

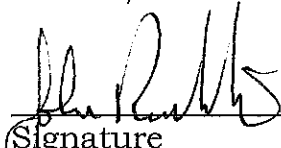
MRI # / Permit #

  
Signature  
CCCHFA

Name  
✓ Tony K

Permit Name  
48923 / 151352

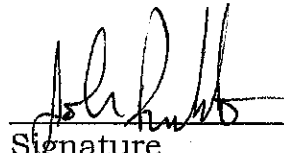
MRI # / Permit #

  
Signature  
CCCHFA

Name  
✓ William Gregory

Permit Name  
2196 / 232013

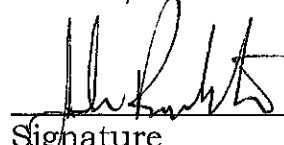
MRI # / Permit #

  
Signature  
CCCHFA

Name  
✓ Carol Ann

Permit Name  
449 / 150671

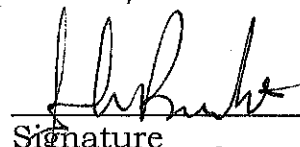
MRI # / Permit #

  
Signature  
CCCHFA

Name  
✓ Sea Winds

Permit Name  
1746 / 211160

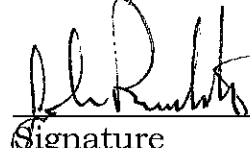
MRI # / Permit #

  
Signature  
CCCHFA

Name  
✓ Sea Baggies

Permit Name  
1527 / 221935

MRI # / Permit #

  
Signature  
CCCHFA

Name  
✓ Headhunter

Permit Name  
2013 / 223607

MRI # / Permit #

3 of 23

IN WITNESS WHEREOF, the undersigned parties have executed this GB Cod Fixed Gear Sector Operations Plan and Agreement for FY2013, as of the date first written above.

James F. Nash  
Signature  
James Nash / ~~Permit # 1883~~  
Name  
✓ Ann Marie  
Permit Name  
1883 / 149261  
MRI # / Permit #

JF  
Signature  
John Orr  
Name  
✓ ~~232108~~ 22 Hirsman  
Permit Name  
1545 149986  
MRI # / Permit #

*Time alone*  
James F. Nash  
Signature  
James Nash / Red Dawn Inc.  
Name  
✓ 1978 Momemade  
Permit Name  
257 / 150616  
MRI # / Permit #

JF  
Signature  
John Orr  
Name  
✓ 1979 Young  
Permit Name  
1609 150361  
MRI # / Permit #

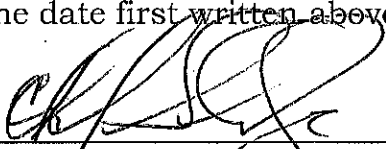
James F. Nash  
Signature  
James F. Nash / Pillory Fisheries Inc.  
Name  
✓ 1979 Seacraft 20  
Permit Name  
224 / 150237  
MRI # / Permit #

JF  
Signature  
John Orr  
Name  
✓ Miss Fritz  
Permit Name  
119 232108  
MRI # / Permit #

James F. Nash  
Signature  
James F. Nash  
Name  
✓ MAGIC (CPH)  
Permit Name  
1685 / 222231  
MRI # / Permit #

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

IN WITNESS WHEREOF, the undersigned parties have executed this GB Cod Fixed Gear Sector Operations Plan and Agreement for FY2013, as of the date first written above.

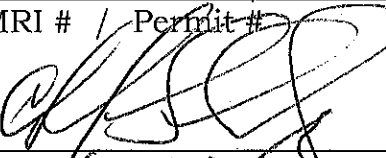


Signature  
Charlie Dodge

Name  
✓ ~~Mr~~ Lady Irene

Permit Name  
1620 121162

MRI # / Permit #

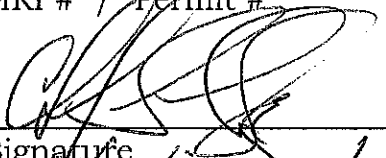


Signature  
Charlie Dodge

Name  
✓ Strangle Hold

Permit Name  
1316 149278

MRI # / Permit #

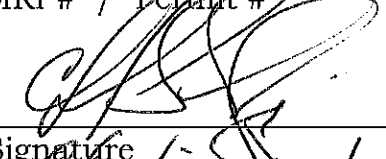


Signature  
Charlie Dodge / Harmony Fisheries INC.

Name  
✓ Edward + Joseph L

Permit Name  
250571 / 418

MRI # / Permit #



Signature  
Charlie Dodge

Name  
✓ Lillie Grant

Permit Name  
1469 ~~177826~~ 149826

MRI # / Permit #

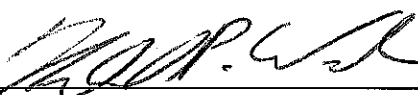


Signature  
Charlie Dodge

Name  
✓ Strangle Hold

Permit Name  
331 149278

MRI # / Permit #



Signature  
MICHAEL P. WOODS

Name  
✓ JAKOB & MEGAN

Permit Name  
2001 222737

MRI # / Permit #

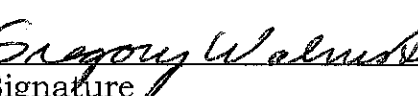


Signature  
GERALD MISZKIN

Name  
✓ OUIJA

Permit Name  
116103 / 2008

MRI # / Permit #



Signature  
Gregory Walinski

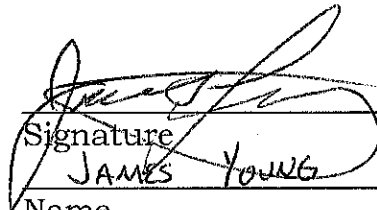
Name  
✓ 232096 / 1886

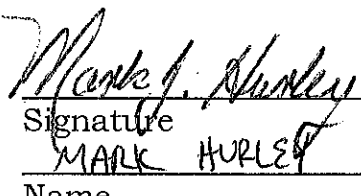
Permit Name  
Alicia Ann

MRI # / Permit #

5 of 23

IN WITNESS WHEREOF, the undersigned parties have executed this GB Cod Fixed Gear Sector Operations Plan and Agreement for FY2013, as of the date first written above.

  
Signature  
JAMES YOUNG  
Name  
✓ POOH BAH  
Permit Name  
151 230322  
MRI # / Permit #

  
Signature  
MARK HURLEY  
Name  
✓ SEABORNE  
Permit Name  
3669 230935  
MRI # / Permit #

Signature  
Name  
Permit Name  
MRI # / Permit #

Signature  
Name  
Permit Name  
MRI # / Permit #

Signature  
Name  
Permit Name  
MRI # / Permit #

Signature  
Name  
Permit Name  
MRI # / Permit #

Signature  
Name  
Permit Name  
MRI # / Permit #

Signature  
Name  
Permit Name  
MRI # / Permit #

6 of 23

IN WITNESS WHEREOF, the undersigned parties have executed this GB Cod Fixed Gear Sector Operations Plan and Agreement for FY2013, as of the date first written above.

6002  
3/24/13

~~Signature Michael Russo~~  
~~Name Gulf Venture~~  
~~Permit Name 145 147091~~  
~~MRI # / Permit #~~

Signature John Lebay  
Name John Lebay  
Permit Name 1435 150052  
MRI # / Permit #

6002  
3/24/13

~~Signature Michael Russo~~  
~~Name zach w obble~~  
~~Permit Name 129 150041~~  
~~MRI # / Permit #~~

Signature Kenneth Eldredge  
Name LOLO  
Permit Name 3174 150691  
MRI # / Permit #

6002  
3/24/13

~~Signature Michael Russo~~  
~~Name Susan Lee~~  
~~Permit Name 2482 150359~~  
~~MRI # / Permit #~~

Signature Kurt Martin  
Name TIME BANDIT  
Permit Name 2992 223512  
MRI # / Permit #

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

Signature Kurt Martin  
Name NANCY S  
Permit Name 47964 220698  
MRI # / Permit #

Nantucket Sound Fish Weirs Inc

7 of 23

IN WITNESS WHEREOF, the undersigned parties have executed this GB Cod Fixed Gear Sector Operations Plan and Agreement for FY2013, as of the date first written above.

Jean Barker  
Signature  
JEAN BARKER  
Name  
✓ ZACHARY T  
Permit Name  
2248 / 130772  
MRI # / Permit #

W.T.B. Fish Inc.  
Signature  
WTB FISH INC.  
Name  
✓ TUNA ECLIPSE  
Permit Name  
3323 / 213004  
MRI # / Permit #

Ben Morgan  
Signature  
BEN MORGAN  
Name  
✓ LOBSTER MOBS  
Permit Name  
195 / 151314  
MRI # / Permit #

Charles Comeau  
Signature  
CHARLES COMEAU  
Name  
111336 / 1940  
Permit Name  
✓ BUFFY AMNE  
MRI # / Permit # 111-336 / 1940

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

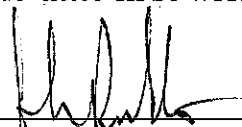
Ronald A. Brown  
Signature  
Ronald A. Brown  
Name  
✓ PEGGY - B II  
Permit Name  
2006 / 213029  
MRI # / Permit #

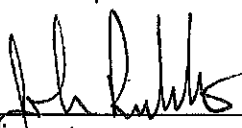
Alfred Yurkovich  
Signature  
ALFRED YURKOVICH  
Name  
✓ SURF BREAKER  
Permit Name  
2050 / 221794  
MRI # / Permit #

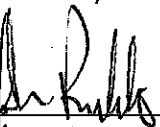
Shawn Sullivan  
Signature  
Shawn Sullivan  
Name  
✓ Back off  
Permit Name  
194 / 231435  
MRI # / Permit #

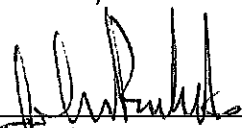
8 of 23

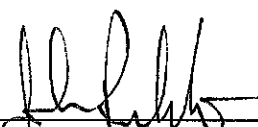
IN WITNESS WHEREOF, the undersigned parties have executed this GB  
Cod Fixed Gear Sector Operations Plan and Agreement for FY2013, as of  
the date first written above.

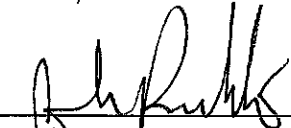
  
\_\_\_\_\_  
Signature  
CCCHFA  
\_\_\_\_\_  
Name  
✓ Lost Ore (2008 Water Tender/Scouter)  
\_\_\_\_\_  
Permit Name  
4202 / 150686  
\_\_\_\_\_  
MRI # / Permit #

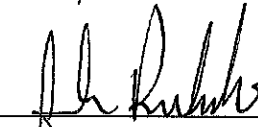
  
\_\_\_\_\_  
Signature  
CCCHFA  
\_\_\_\_\_  
Name  
✓ Blue Bay  
\_\_\_\_\_  
Permit Name  
2995 / 150853  
\_\_\_\_\_  
MRI # / Permit #

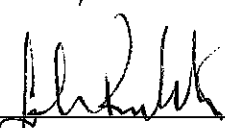
  
\_\_\_\_\_  
Signature  
CCCHFA  
\_\_\_\_\_  
Name  
✓ Little Bear  
\_\_\_\_\_  
Permit Name  
1856 / 120962  
\_\_\_\_\_  
MRI # / Permit #

  
\_\_\_\_\_  
Signature  
CCCHFA  
\_\_\_\_\_  
Name  
✓ Sam Ryder  
\_\_\_\_\_  
Permit Name  
328 / 150844  
\_\_\_\_\_  
MRI # / Permit #

  
\_\_\_\_\_  
Signature  
CCCHFA  
\_\_\_\_\_  
Name  
✓ Sturdee  
\_\_\_\_\_  
Permit Name  
1563 / 150706  
\_\_\_\_\_  
MRI # / Permit #

  
\_\_\_\_\_  
Signature  
CCCHFA  
\_\_\_\_\_  
Name  
✓ Carole R II 2009 KL WDS  
\_\_\_\_\_  
Permit Name  
274 / 151192  
\_\_\_\_\_  
MRI # / Permit #

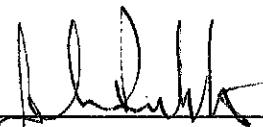
  
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Signature  
CCCHFA  
\_\_\_\_\_  
Name  
✓ Hunteress  
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Permit Name  
465 / 240543  
\_\_\_\_\_  
MRI # / Permit #

  
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Signature  
CCCHFA  
\_\_\_\_\_  
Name  
✓ Mononoy  
\_\_\_\_\_  
Permit Name  
2039 / 150897  
\_\_\_\_\_  
MRI # / Permit #



9 of 23

IN WITNESS WHEREOF, the undersigned parties have executed this GB Cod Fixed Gear Sector Operations Plan and Agreement for FY2013, as of the date first written above.



Signature  
CCCCFA

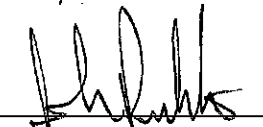
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2002 Skiff # Susie Q

Permit Name

677 / 149988

MRI # / Permit #



Signature  
CCCCFA

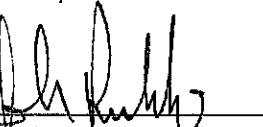
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✓ Tan Wind Skiff

Permit Name

2179 / 151438

MRI # / Permit #



Signature  
CCCCFA

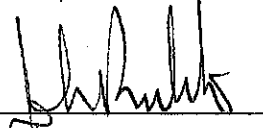
Name

✓ Nothing But Trouble Skiff

Permit Name

47883 / 151425

MRI # / Permit #



Signature  
CCCCFA

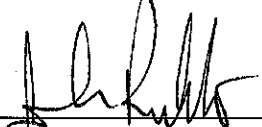
Name

✓ Sea Holly III

Permit Name

153 / 150877

MRI # / Permit #



Signature  
CCCCFA

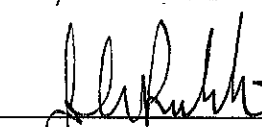
Name

✓ Miss Molly Skiff

Permit Name

47926 / 151436

MRI # / Permit #



Signature  
CCCCFA

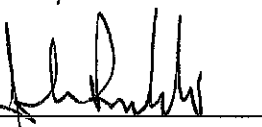
Name

✓ Snafu II Skiff

Permit Name

4326 / 151429

MRI # / Permit #



Signature  
CCCCFA

Name

✓ Marilyn Louise II Skiff

Permit Name

1434 / 151437

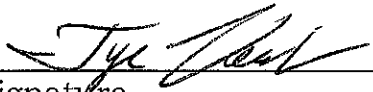
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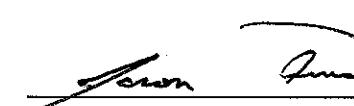
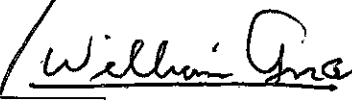
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CCCCFA~~  
~~Name~~  
~~Permit Name~~  
~~MRI # / Permit #~~

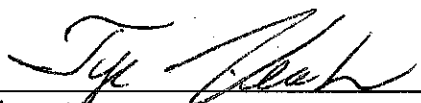
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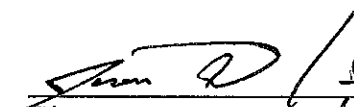
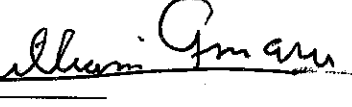
10 of 23


IN WITNESS WHEREOF, the undersigned parties have executed this GB Cod Fixed Gear Sector Operations Plan and Agreement for FY2013, as of the date first written above.

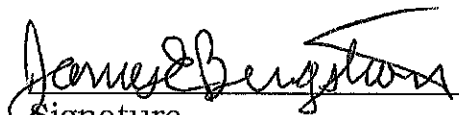
  
Signature  
Tye Vecchione  
Name  
✓ Bada Bing  
Permit Name  
262 149525  
MRI # / Permit #

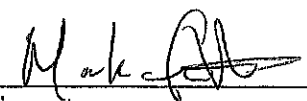
 /   
Signature  
JASON AMARU / WILLIAM AMARU  
Name  
✓ JOANNE A III *New*  
Permit Name  
183 230926  
MRI # / Permit #

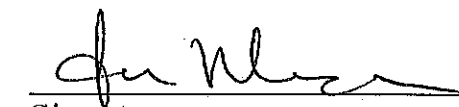
  
Signature  
Tye Vecchione  
Name  
✓ Skiff  
Permit Name  
30 150988  
MRI # / Permit #

 /   
Signature  
JASON AMARU / WILLIAM AMARU  
Name  
✓ FLAT WOOD BOAT *New*  
Permit Name  
213 150922  
MRI # / Permit #

  
Signature  
Jan Mangeson  
Name  
✓ Great Pumpkin  
Permit Name  
395 149963  
MRI # / Permit #

  
Signature  
JAMES E. BERGSTROM  
Name  
✓ 1973 Sea Ray *New*  
Permit Name  
1619 150767  
MRI # / Permit #

  
Signature  
MARK SMITH / Johanna Fisheries LLC  
Name  
✓ ~~25443~~ Johanna  
Permit Name  
1467 250463  
MRI # / Permit #

  
Signature  
Jan Mangeson  
Name  
✓ Jan M  
Permit Name  
142 151268  
MRI # / Permit #

11 of 23

IN WITNESS WHEREOF, the undersigned parties have executed this GB Cod Fixed Gear Sector Operations Plan and Agreement for FY2013, as of the date first written above.

*Eric Hesse*

Signature

Eric Hesse

Name

✓ Tenacious II

Permit Name

242648 1708

MRI # / Permit #

*Eric Hesse*

Signature

✓ Eric Hesse / Mattanza LLC

Name

Mattanza

Permit Name

214970 2650

MRI # / Permit #

Signature

Name

Permit Name

MRI # / Permit #

Signature

Name

Permit Name

MRI # / Permit #

*Eric Hesse*

Signature

Eric Hesse

Name

✓ Lei Lani

Permit Name

150584 3390

MRI # / Permit #

Signature

Name

Permit Name

MRI # / Permit #

Signature

Name

Permit Name

MRI # / Permit #

Signature

Name

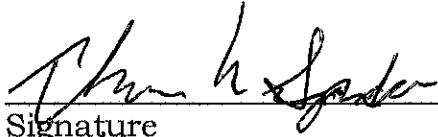
Permit Name

MRI # / Permit #

A12

12 of 23

IN WITNESS WHEREOF, the undersigned parties have executed this GB Cod Fixed Gear Sector Operations Plan and Agreement for FY2013, as of the date first written above.

  
Signature  
Thomas M. Szabo

Name  
✓ ARUE X

Permit Name  
1562 221518

MRI # / Permit #

Signature

Name

Permit Name

MRI # / Permit #

Signature

Name

Permit Name

MRI # / Permit #




Signature  
PETERS FISHERIES INC

Name  
✓ TRAPPIST

Permit Name  
2351 240872

MRI # / Permit #

  
Signature  
JONATHAN CLEARY (JOSEPH)

Name  
✓ BLUE HERON

Permit Name  
19047 148763

MRI # / Permit #

Signature

Name

Permit Name

MRI # / Permit #

Signature

Name

Permit Name

MRI # / Permit #

Signature

Name

Permit Name

MRI # / Permit #

13 of 23

IN WITNESS WHEREOF, the undersigned parties have executed this GB Cod Fixed Gear Sector Operations Plan and Agreement for FY2013, as of the date first written above.

Mark D. Ciston  
Signature  
Mark D. Ciston  
Name  
✓ See Dancer  
Permit Name  
285 241576  
MRI # / Permit #

James B. Eldridge  
Signature  
James B. Eldridge  
Name  
✓ 230420 2265  
Permit Name  
Yellow Bird  
MRI # / Permit #

David Murdoch  
Signature  
David Murdoch  
Name  
✓ Jack Tar  
Permit Name  
1191 146765  
MRI # / Permit #

Signature

Name

Permit Name

MRI # / Permit #

Mark D. Ciston  
Signature  
Mark D. Ciston / Jakob Morgan-Fisher  
Name  
✓ Tair / Jakob Morgan  
Permit Name  
222737 910  
MRI # / Permit #

John M. Linnell  
Signature  
John M. Linnell  
Name  
✓ 222175  
Permit Name  
2218 Lori B  
MRI # / Permit #

Signature

Name

Permit Name

MRI # / Permit #

Signature

Name

Permit Name

MRI # / Permit #

IN WITNESS WHEREOF, the undersigned parties have executed this GB Cod Fixed Gear Sector Operations Plan and Agreement for FY2013, as of the date first written above.

*Pete Xijon*  
Signature

Althea K INC.

✓ Name  
Althea K

Permit Name  
1985 100 277

MRI # / Permit #

*Wallace H. Bicknell*  
Signature

Wallace H. Bicknell

✓ Name  
Miss Meloye

Permit Name  
283595 222365

MRI # / Permit #

Signature

Name

Permit Name

MRI # / Permit #

Signature

Name

Permit Name

MRI # / Permit #

*Robert St. Pierre*  
Signature

ROBERT ST. PIERRE

✓ Name  
RUG RATS

Permit Name  
1744 241555

MRI # / Permit #

Signature

Name

Permit Name

MRI # / Permit #

Signature

Name

Permit Name

MRI # / Permit #

Signature

Name

Permit Name

MRI # / Permit #

15 of 23

IN WITNESS WHEREOF, the undersigned parties have executed this GB  
Cod Fixed Gear Sector Operations Plan and Agreement for FY2013, as of  
the date first written above.



Signature

Peter W. Tyler

Name

✓ F/V Seafound

Permit Name

1050939 / 242520

MRI # / Permit #

→ 1496

Signature

Name

Permit Name

MRI # / Permit #

Signature

Name

Permit Name

MRI # / Permit #

Signature

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Permit Name

MRI # / Permit #

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Signature

Name

Permit Name

MRI # / Permit #

16 of 23

IN WITNESS WHEREOF, the undersigned parties have executed this GB Cod Fixed Gear Sector Operations Plan and Agreement for FY2013, as of the date first written above.

Leslie Shwam

Signature

Leslie Shwam

Name

✓ Rosey S

Permit Name

3688 233177

MRI # / Permit #

Thomas Luce

Signature

THOMAS LUCE

Name

✓ SEA WIN

Permit Name

3449 211160

MRI # / Permit #

Signature

Name

Permit Name

MRI # / Permit #

Signature

Name

Permit Name

MRI # / Permit #

Bruce Kaminski

Signature

BRUCE KAMINSKI

Name

✓ 100598 NEVER ENOUGH

Permit Name

1755 100598

MRI # / Permit #

Signature

Name

Permit Name

MRI # / Permit #

Signature

Name

Permit Name

MRI # / Permit #

Signature

Name

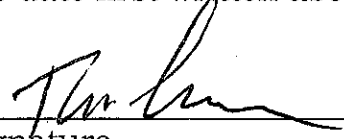
Permit Name

MRI # / Permit #



17 of 23

IN WITNESS WHEREOF, the undersigned parties have executed this GB Cod Fixed Gear Sector Operations Plan and Agreement for FY2013, as of the date first written above.


  
Signature

Tim Linnell  
Name

✓ Perry's Pridett  
Permit Name

MS452523 122157 MRI=1923

MRI # / Permit #


  
Signature

✓ Constance Sea  
Name

Gregory J Connors  
Permit Name

1634 146922

MRI # / Permit #

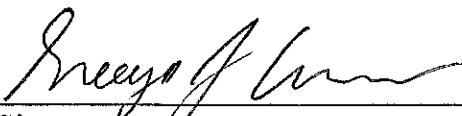
  
Signature

✓ 1st STAND  
Name

Gregory J Connors  
Permit Name

1951 223588

MRI # / Permit #


  
Signature

1992 SYLVAN SKIFF  
Name

✓ Gregory J Connors  
Permit Name

2297 150597

MRI # / Permit #

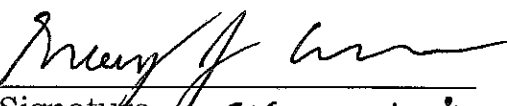
  
Signature

✓ Rebecca & Emily  
Name

Gregory J Connors  
Permit Name

256 149575

MRI # / Permit #

  
Signature

✓ 2010 Beacon ~~5100 5112~~  
Name

Gregory J Connors  
Permit Name

167 151403

MRI # / Permit #

Signature

Name

Permit Name

MRI # / Permit #

Signature

Name

Permit Name

MRI # / Permit #

18 of 23

IN WITNESS WHEREOF, the undersigned parties have executed this GB Cod Fixed Gear Sector Operations Plan and Agreement for FY2013, as of the date first written above.

*Earl LeGeyt*  
Signature

Earl LeGeyt

✓ Sea Hook  
Name

2623 146672  
Permit Name

                      
MRI # / Permit #

*Stuart Tolley*  
Signature

Stuart Tolley

✓ DAWNT  
Name

1576 118641  
Permit Name

                      
MRI # / Permit #

                      
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Name

                      
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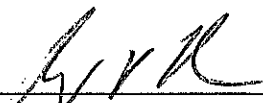
                      
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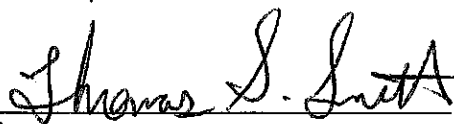
                      
Permit Name

                      
MRI # / Permit #

19 of 23

IN WITNESS WHEREOF, the undersigned parties have executed this GB  
Cod Fixed Gear Sector Operations Plan and Agreement for FY2013, as of  
the date first written above.

  
\_\_\_\_\_  
Signature  
Raymond Ransom  
\_\_\_\_\_  
Name  
✓ Lyndsy Liz  
\_\_\_\_\_  
Permit Name  
1958 223581  
\_\_\_\_\_  
MRI # / Permit #

  
\_\_\_\_\_  
Signature  
Thomas S. Smith  
\_\_\_\_\_  
Name  
✓ Sea Nymph  
\_\_\_\_\_  
Permit Name  
1888 151214  
\_\_\_\_\_  
MRI # / Permit #

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Signature  
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MRI # / Permit #

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Permit Name  
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MRI # / Permit #

20 of 23

IN WITNESS WHEREOF, the undersigned parties have executed this GB Cod Fixed Gear Sector Operations Plan and Agreement for FY2013, as of the date first written above.

Theodore J. Ligenza  
Signature  
Theodore J. Ligenza  
Name  
✓ Riena Marie  
Permit Name  
99 221764  
MRI # / Permit #

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

\_\_\_\_\_  
Signature  
\_\_\_\_\_  
Name  
\_\_\_\_\_  
Permit Name  
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Signature  
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Name  
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Permit Name  
\_\_\_\_\_  
MRI # / Permit #

Pennel Ames  
Signature  
PENNEL AMES  
Name  
✓ KAOS  
Permit Name  
3470 214158  
MRI # / Permit #

\_\_\_\_\_  
Signature  
\_\_\_\_\_  
Name  
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MRI # / Permit #

21 of 23

IN WITNESS WHEREOF, the undersigned parties have executed this GB  
Cod Fixed Gear Sector Operations Plan and Agreement for FY2013, as of  
the date first written above.

Edward F Bennett

Signature

Edward F Bennett

Name

✓ Synergistic

Permit Name

19060 230558

MRI # / Permit #

Christine S. Ripa

Signature

Christine S. Ripa

Name

✓ 221581 / 3542

Permit Name

RISH LADY

MRI # / Permit #

Wade Behlman

Signature

Wade Behlman

Name

✓ Jennifer Dan

Permit Name

2020 222022

MRI # / Permit #

Signature

Name

Permit Name

MRI # / Permit #

Signature

Name

Permit Name

MRI # / Permit #

Signature

Name

Permit Name

MRI # / Permit #

Signature

Name

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MRI # / Permit #

Signature

Name

Permit Name

MRI # / Permit #

22 of 23

IN WITNESS WHEREOF, the undersigned parties have executed this GB Cod Fixed Gear Sector Operations Plan and Agreement for FY2013, as of the date first written above.

Michael P Ginter  
Signature

Michael P Ginter  
Name

Beacon  
Permit Name

2692 149404  
MRI # / Permit #

Michael P Ginter  
Signature

Michael P Ginter  
Name

Beacon  
Permit Name

3015 149404  
MRI # / Permit #

\_\_\_\_\_  
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Permit Name

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MRI # / Permit #

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MRI # / Permit #

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Permit Name

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MRI # / Permit #

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Name

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Permit Name

\_\_\_\_\_  
MRI # / Permit #

23 of 23

IN WITNESS WHEREOF, the undersigned parties have executed this GB  
Cod Fixed Gear Sector Operations Plan and Agreement for FY2013, as of  
the date first written above.

Shannon E. McOsker  
Signature  
Shannon E. McOsker  
Name  
✓ Miss Jennifer  
Permit Name  
2171 223565  
MRI # / Permit #

Douglas R. Feeney  
Signature  
Doug Feeney  
Name  
✓ Sofia  
Permit Name  
151287 47950  
MRI # / Permit #

\_\_\_\_\_  
Signature  
\_\_\_\_\_  
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Permit Name  
\_\_\_\_\_  
MRI # / Permit #



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

JUN 24 2013

Chris McGuire  
The Nature Conservancy  
99 Bedford Street  
Boston, MA 02111

Dear Mr. McGuire:

We have approved your June 13, 2013, request to conduct a halibut tagging research program onboard several vessels enrolled in the Georges Bank Cod Fixed Gear Sector. This request is authorized under the current exemption granted to the sector to temporarily possess species for sampling purposes. However, you must ensure that all participating vessels carry copies of the project description and tagging instructions that were attached to your request. If you have additional questions, please contact Mark Grant at 978-281-9145.

Sincerely,

George H. Darcy  
Assistant Regional Administrator  
for Sustainable Fisheries

cc: Eric Brazer





**AMENDMENT 2 TO THE GEORGES BANK COD FIXED GEAR SECTOR  
OPERATIONS PLAN**

APPROVED BY THE NATIONAL MARINE FISHERIES SERVICE OCTOBER 21, 2013

EFFECTIVE OCTOBER 18, 2013, FOR THE 2013 FISHING YEAR

**Article III. ADMINISTRATION**

Section 3.01.        **Sector Manager.**

The Board of Directors (the “Board”) of the Sector shall appoint a manager of the Sector (the “Manager”), which Manager shall have the authority to manage the day-to-day business of the Sector and to act as its designated agent for service of process. Claire Fitz-Gerald is Manager for FY2013, beginning October 18, 2013.

**EXHIBIT G**

**GB Cod Fixed Gear Sector Points of Contact**

Section 1.01.        ***Points of Contact***

Claire Fitz-Gerald, Manager  
GB Cod Fixed Gear Sector  
1566 Main Street  
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\*Please note the October 22, 2013, replacement of Eric Brazer with Claire Fitz-Gerald as sector manager.

# AMENDMENT 3 TO THE GEORGES BANK COD FIXED GEAR SECTOR OPERATIONS PLAN

APPROVED BY THE NATIONAL MARINE FISHERIES SERVICE DECEMBER 23, 2013

EFFECTIVE DECEMBER 31, 2013, FOR THE 2013 FISHING YEAR

## **Article V. VESSEL OPERATIONS AND EXEMPTIONS/GEAR REQUIREMENTS**

### **Section 5.10. Exemptions: NANTUCKET LIGHTSHIP CLOSED AREA EXEMPTION**

This exemption allows sector vessels to access portions of the Nantucket Lightship Closed Area. Trawl vessels would be restricted to selective trawl gear, including the separator trawl, the Ruhle trawl, the mini-Ruhle trawl, rope trawl, and any other gear authorized by the Council in a management action. Flounder nets are prohibited. Hook vessels are permitted in this area. Gillnet vessels are restricted to fishing 10-inch (25.4-cm) diamond mesh or larger. Gillnet vessels are required to use pingers when fishing in the Western Exemption Area from December 1 – May 31, because this area lies within the existing Southern New England Management Area of the Harbor Porpoise Take Reduction Plan.

#### Western Nantucket Lightship Closed Area

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

#### Eastern Nantucket Lightship Closed Area

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

This measure allows sector vessels to obtain greater access to portions of the year-round closed areas. Access to portions of Nantucket Lightship Closed Area allows sector vessels additional opportunities to target monkfish, dogfish, and skates.

Vessels using this exemption must indicate their intent prior to departure by writing “N4” in the “Comments” section on the Trip Start Hail. Trip Start Hails must be submitted prior to departure. Any additional trip declaration or reporting requirements that NMFS elects to include during the duration of the fishing year will be followed by the sector.