

# SUSTAINABLE HARVEST SECTOR III OPERATIONS PLAN FY2013

**Date Amended: May 1 2013**

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# 1. GENERAL PROVISIONS

## 1.1. Membership

The Sustainable Harvest Sector III (SHS3) is a voluntary business association comprised primarily of Northeast multispecies permit holders who have agreed to participate in and abide by the SHS3 Operations Plan and Membership Agreement for Fishing Year 2013 (FY13).

The owner of a permit that is eligible to join a sector but is not enrolled as a Member (and/or whose permit is not so enrolled), may apply. The Board or the Membership shall, at its sole 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 the new Member has paid the annual entry fee as set by the Board of Directors and has agreed in writing to be bound by, and to cause its Permit and 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.

## 1.2. Management and Points of Contact

Name	Title	Responsibility	Email	Phone	Street Address	City	State	Zip
Hank Soule	Manager	All sector operations plus all FMP and industry issues						
Maggie Raymond	Secretary	All FMP and industry issues						

The SHS1's Manager shall be the designated agent for service of process:

Hank Soule  
PO Box 356  
South Berwick, ME 03909

The following individuals are authorized to act on behalf of the SHS3:

Terry Alexander  
67 Grover Lane  
Harpwell, ME 04079

The SHS3's Board of Directors is attached as Appendix 2.

## 1.3. Incorporation as a Legal Entity

The SHS3 is a legal entity incorporated in the state of Massachusetts, and may be held liable for the violations committed by its members.

#### **1.4. Definition of Sector as Three Entities**

The NE multispecies Fishery Management Plan (FMP) defined 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 with permit number 149544 under the distinct ownership of Chris Yattaw; permit number 149462 under the distinct ownership of Jeffrey Reichle; and permit number 410354 under the distinct ownership of Ron Walker.

## 2. HARVESTING RULES

### 2.1. ACE Management

#### 2.1.1. ACE and Annual Distribution

Each Member agrees that the ACE of multispecies authorized by NMFS to the Sector (the “ACE”) shall be harvested in accordance with the Harvesting Rules, which are set forth below. Individual sector members will be allocated a portion of the Sector’s total allocation based on the proportion of each stock that they contribute to the Sector’s initial ACE.

#### 2.1.2. Reserve

Each Member agrees that a reserve in the amount of 5% of each stock within the initial ACE may be established to ensure that the Sector remains in compliance with its ACE limit. Such reserve may be withheld from each member’s allocations.

#### 2.1.3. Distribution of Reserve

If the Board determines that as of April 1, the ACE in the Reserve has not been fully harvested by the Participating Vessels, the Board may release and authorize the harvesting of the reserve by the Members, their Permits and their Participating Vessels. Alternatively, the Board may decide to carry that reserve forward to the next fishing year.

#### 2.1.4. Additional Measures to Prevent ACE Overages

The Board reserves the right to prohibit fishing activities by Members if it determines that those activities undermine or compromise the Sector Plan and the Sector or otherwise conflict with the standards and ethics described in the bylaws and guiding principles.

The Board may direct the Sector Manager to lease or trade for additional ACE of any stocks of concern.

The Board may impose additional restrictions as needed to slow down the pace of fishing.

The Sector Manager may issue (and ask NMFS to enforce) a ‘Stop Fishing Order’ to (a) any member vessels that has fished more than 95% of its individual allocation for any stock until additional allocation for that stock has been acquired or the member has agreed to not fish in that stock area for the rest of the fishing year, or (b) any member vessels that are in violation of any terms of the sector operations plan or membership agreement.

#### 2.1.5. ACE Transfers

The Sector Manager will track and conduct all ACE transfers between members and with other sectors.

### **2.2. Monitoring**

#### 2.2.1. Monitoring

All participating vessels will send a legible copy of the VTR and the dealer's weigh-out receipt to the Sector Manager within 24 hours of the end of every sector trip.

All participating vessels will transmit the Trip Start and Trip End Hail for sector trips to NMFS.

All participating vessels will participate fully in the Northeast Fishery Observer Program and At Sea Monitoring Program

#### 2.2.2. Sector Reporting to NMFS

The Sector will report weekly to NMFS as required using data collected from vessels, VTRs, (and eVTRs when authorized), dealer reports, dockside monitoring reports and observer reports and any other data available.

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..

An alternative threshold for increasing reporting frequency may be implemented during FY13 if agreed upon by the sector and NMFS.

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

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

#### 2.2.3. Plan for notifying NMFS once an ACE threshold has been reached

NMFS will be notified by email as soon as the sector manager determines threshold has been reached.

#### 2.2.4. Data Reconciliation

The SHS will reconcile the data from vessels, VTRs, (and eVTRs when authorized), the dealers' report, the observer's report and the Dockside Monitor's report on an ongoing basis to closely track the sector's ACE.

#### 2.2.5. 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.

#### 2.2.6. Annual Report

The Sector will report on the Sector's performance after the end of the fishing year as required by NMFS.

#### 2.2.7. Data Management

The Sector will maintain the necessary databases to track and maintain all relevant catch data, including VTR, dealer reports, dockside monitor reports, observer data, and at-sea monitoring data, as required.

#### 2.2.8. At-Sea Monitoring

The [Sustainable Harvest Sector 3] 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.

#### 2.2.9. Dockside Monitoring

[Reserved]

### 2.2.9.1. Vessel Hails

All members agree to hail ‘Trip Start’ and ‘Trip End’ for sector trips to NMFS via an approved method.

Vessels will hail Trip Start prior to leaving port via VMS, or phone or email if VMS is not working. The Trip Start Hail will include at least the following :

- Vessel permit number
- Vessel Trip Report (VTR) serial number
- Whether an Observer or At-Sea Monitor (ASM) is on-board
- Landing state (abbreviation)
- Landing port city
- Estimated time and date of arrival in port
- Estimated time and date of offloading (required only for trips <6 hrs or if fishing within 6 hrs of offload port)
- Comments (required as directed by sector manager). If the hail is made by a method other than VMS, then the sector manager or DSM provider must immediately send the hail information in the specified format via e-mail to: NMFS.OLE.NE@noaa.gov.

Vessels will send the Trip End hail via VMS. The Trip End hail will include the following

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

For trips less than six hours in length or occurring within six hours of port, the estimated time of arrival to port and time of offload will be provided in the Trip Start hail. The Trip End hail will be sent upon completion of the last tow (or haul) with all required updated information. An alternative timing for the trip end hail may be implemented during FY13 if agreed upon by the sector, the monitoring provider, and NMFS.

#### 2.2.9.2. Dockside Monitoring Procedures

[Reserved]

#### 2.2.9.3. Designated Landing Ports

Members shall agree to offload catch from sector trips in the following ports.

- Boston, MA
- Gloucester, MA
- Newburyport MA
- New Bedford, MA
- Provincetown, MA
- Hyannis, MA
- Chatham, MA
- Scituate, MA
- Point Judith, RI
- Portland, ME
- Biddeford Pool, ME
- Sebasco Harbor, ME
- Cundy's Harbor, ME
- Rockland, ME
- Portsmouth, NH
- Rye, NH
- Newport, RI
- Chincoteague VA
- Tenant's Harbor ME

#### 2.2.9.4. Remote Ports

- Portsmouth State Pier, Portsmouth NH
- Port Authority, Portsmouth, NH
- Woods Hole, MA
- Sebasco Harbor, ME
- Bar Harbor, ME: Bar Harbor Town Dock
- Southwest Harbor ME: Southwest Harbor Town Dock
- Portland ME: Bait Lady Take-out, Scola's Take out, Maine Wharf, Widgery Wharf
- Gloucester MA: Jodrey Pier, Pier 7 Take-out

- Provincetown, MA: Provincetown Town Pier
- Davisville RI: Davisville Pier
- Point Judith, RI
- Montauk, NY
- Tenant's Harbor ME

## **2.3. Administrative**

### **2.3.1. Fishing in US/CA Areas**

Sector participating vessels may fish in the both the Eastern and Western US/Canada Areas. When reporting their catch to the Sector Manager, the operators of all Sector member vessels will specify the volume of catch and discards from each area.

Members electing to enter the Eastern US/CA area are required to comply with the observer notification reporting and VMS reporting requirements for that area.

### **2.3.2. Hot Spot Reporting**

Each member agrees to report to the Sector Manager any and all areas of high bycatch of any sort, including undersized regulated species, areas of spawning fish, and/or any stock for which the Sector is approaching their threshold.

Upon receiving a hot spot report, the Sector Manager will send an alert to all member vessels to stay away from those particular areas.

### **2.3.3. Proof of Sector Membership**

Sector Vessels will carry on board at all times a Letter of Authorization (LOA) from the Regional Administrator and a copy of this Operations Plan as proof of their membership in the sector. Vessels must comply with all applicable Federal regulations and laws not specifically exempted in the LOA.

## **2.4. Gear Restrictions**

The Sector Board may institute spatial or temporal gear restrictions to slow down the catch rate of certain allocated stocks.

## **2.5. Confidential Data Statement**

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 Sustainable Harvest Sector I 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 in compliance with 50 CFR 648.7 and §648.87 that the undersigned has authority to access. This information includes data required to be submitted or collected by NMFS, including but not limited to days-at-sea allocation and usage, vessel trip reports, dealer reports, Northeast Fishery Observer Program data, catch and landings history data, Sector dockside and at-sea monitoring data, and all other information associated with the vessel, MRI #, and/or permit records.

Any person identified in Section 1.2 of this Operations Plan may access confidential sector data.

## **2.6. Exemption Requests**

### FY13 Exemptions

1. Exemption to the early seasonal restriction of the Eastern U.S./Canada Haddock Special Access Program (SAP).

2.

Exemption to the early seasonal restriction of the Closed Area II Yellowtail Flounder/Haddock Special Access Program (SAP).

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### FY12 Exemptions Continued in FY2013

- 120-Day Block Requirement Out of the Fishery for Day Gillnet Vessels
- 20-Day Spawning Block Requirement
- Limitation on the Number of Gillnets for Day Gillnet Vessels
- Prohibition on a Vessel Hauling Another Vessel's Gillnet Gear
- Prohibition on a Vessel Hauling Another Vessel's Hook Gear
- Limitation on the Number of Gillnets that May be Hauled on Georges Bank when Fishing under a Groundfish/Monkfish DAS
- Limit on the Number of Hooks that may be Fished
- Length and Horsepower Restrictions of the DAS Leasing Program
- Requirement to Power a VMS while at the Dock
- Dockside monitoring requirements for vessels fishing west of 72 deg. 30 min W. longitude
- Dockside monitoring requirements for Monkfish trips in the monkfish SMFA

- Trawl gear requirements in the US/CA Management Area.
- Prohibition on discarding unmarketable fish.
- Daily catch reporting by sector for vessels participating in the CA1 Hook Gear Haddock SAP.
- Requirement to Power a VMS While at the Dock. This exemption would only apply to NE multispecies requirements; vessels with other permits requiring constant reporting would not be exempt.
- Prohibition of Fishing Inside and Outside the CA1 Hook Gear Haddock SAP While on the Same Trip.
- 6.5” Minimum Mesh Size Requirement for Trawl Nets.
- Requirement to Declare Intent to Fish in the Eastern US/CA Haddock SAP and the CAII Yellowtail Flounder/Haddock SAP Prior to Leaving the Dock.

Upon approval, each sector vessel will be issued a Letter of Authorization (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.

## **2.7. Inshore Gulf of Maine Cod Declaration Plan**

A portion of Broad Stock Area 1 (BSA1) will be defined as an **Inshore GOM Zone** as follows: West of 70:15 longitude to the shoreline north to the Maine coast, west, and south to Cape Cod.

If the trip CARRIES an observer or monitor, the vessel may declare and execute its intent to fish inside the portion of BSA1 designated the Inshore GOM area, as well as any other area. In other words, nothing changes.

If the trip DOES NOT carry an observer or monitor, the vessel selects from these options:

1. If the vessel wishes to fish in the Inshore GOM Zone, the vessel must declare and execute its intent to fish inside BSA1 exclusively for the trip. You can't cross into the Georges Bank areas
2. If the vessel wishes to fish outside of BSA1 (the Gulf of Maine) on a trip, it is prohibited from fishing in the Inshore GOM Zone.

Declarations will be made to the sector manager via the Trip Start Hail.

### 3. REPORTING

#### 3.1. Issue Tracking

The JIRA issue tracking application will be used to report all data quality issues to the appropriate personnel for research and correction activities.

#### 3.2. Reporting to NMFS

The sector manager will submit a weekly, or daily, report (§ 648.87(b)(1)(vi)(B)) to NMFS that includes the:

- Sector Manager Detail Report: This 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: This 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.
- One of the following:
  - *Sector Manager ACE Status Report*: This provides the means for sector managers to report their ACE status calculations. This allows NMFS to cross-check totals, as stipulated in Amendment 16.
  - *Sector Manager Daily ACE Status Report*: This 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 FY.

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

#### **4. CONSOLIDATION OF ACE AND REDIRECTION OF EFFORT**

##### **4.1. Consolidation of ACE**

In FY12, 0% of the permits expected to be enrolled in the SHS3 for FY13 are attached to vessels actively fishing for NE multispecies. For FY13, the SHS3 has 19 permits currently enrolled. Of those permits, 0 are anticipated to actively fish for NE multispecies in FY13. While these numbers may change, the SHS3 expects that, compared to FY12, there would be no change from the consolidation that previously occurred among the members during FY12. The member permits that are not attached to active NE multispecies vessels in FY13 are the same permits that leased out their ACE in FY12

##### **4.2. Redirection of Effort**

The SHS anticipates that vessels will not increase their fishing effort in other fisheries. It is the intent of the Members to continue their historical participation in the scallop, monkfish, herring, mackerel, skate, dogfish, squid, whiting, lobster and shrimp fisheries for which they possess federal or state permits.

During FY11, no SHS3 vessel switched fishing efforts.

During the first quarter of FY12, no SHS3 vessel switched fishing efforts.

During FY13, the SHS3 sector anticipates no redirection of effort to other fisheries.

## **5. ENFORCEMENT**

### **5.1. Agreement Enforcement**

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.

Each Member agrees that the Sector, 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.

### **5.2. Restrictions on Fishing Activity**

The Members acknowledge they may be held jointly and severally liable for civil penalties to NMFS that result from any member causing the Sector to exceed its ACE; any member discarding legal sized allocated groundfish; any member or vessel operator misreporting their own catch and discards of allocated groundfish species to NMFS or the Sector Manager;

The Members further acknowledge and agree that monetary penalties could be inadequate recourse under such circumstances.

Therefore, the Members acknowledge and agree that each of them will comply with a “stop fishing” order from the Sector, which shall be issued by the Board, the Manager or the Infractions Committee, and each of the Members further agrees that if any Member 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.

### **5.3. Joint and Several Liabilities**

Sector members acknowledge and agree that they and the sector may be held jointly and severally liable for discarding legal sized fish, misreporting, and Annual Catch Entitlement (ACE) overages as specified in Federal regulations.

### **5.4. Infractions Committee**

The Board shall appoint an infractions committee (the “Committee”) as necessary to ensure fair, consistent and appropriate enforcement of this Agreement, the Harvesting Rules, the Plan and other Sector requirements as adopted under the terms of this Agreement and the Sector’s Bylaws.

The Committee will be comprised of at least three Board members excluding any Board member who may be subject to investigation.

The Committee shall annually prepare and recommend to the Board for its approval a schedule of penalties, which shall be similar in form to Exhibit A (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 Plan 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 prior to the commencement of the fishing year.

In addition, the Committee 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 expulsion of the violating Member under Section 3 and /or issuing a “stop fishing” order against such Member.

#### **5.5. Procedures for Investigations**

In addition to the Manager’s authority to invoke penalties under the Schedule of Penalties, 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, 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.

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, or other Sector requirements (as may be adopted under the terms of this Agreement or the Sector’s Bylaws) has occurred, it may impose any penalties prescribed in the Schedule of Penalties to the Member, its Permits and its Participating Vessels by the Sector, 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, and are uniform with those reached in similar circumstances.

All appeals from such Committee action shall be taken in accordance with Section 5.11 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).

## **5.6. Penalties for Violations**

Any penalties that are imposed upon a Member by the Sector 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.

## **5.7. Expulsion**

### **5.7.1. Cause**

The Members agree that any Member may be expelled from the Sector if the actions of such Member and/or its Participating Vessels (or the Participating Vessels' operators) seriously undermine and threaten the existence of the Sector, 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, such Member has been convicted of a serious crime, or such Member has not paid its membership dues and/or poundage fees as required by the bylaws.

### **5.7.2. 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 two-thirds 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.

Board members cannot vote on the expulsion of one or more of their own vessels.

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 NE multispecies DAS program 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 by email that the Member's Permits and/or Participating Vessels are no longer included in the Sector.

#### **5.8. Notification to NMFS**

If a member is expelled or has been issued a "stop fishing" order the Sector Manager will notify NMFS immediately by email or by telephone, and confirm NMFS has received the notice.

#### **5.9. Penalties and Attorney's Fees**

Penalties for any violations of this Agreement shall, be limited to the amounts set forth on the Schedule of Penalties plus all costs, fees and expenses, including attorney 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.

#### **5.10. Application of Fines, Penalties, 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 management of groundfish stocks for the benefit of the resource and those that harvest the resource.

#### **5.11. Appeal from Committee Decision**

If the Committee has determined that a Member has violated this Agreement or makes any other determination with respect to a Member under this Agreement (including, specifically, without limitation section on catch verification), such violating Member shall have five 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 are uniform with those reached in similar circumstances.

#### **5.12. Dispute Procedures**

Prior to instituting any litigation or other dispute resolution, the parties shall follow applicable procedures set forth in this Agreement 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 Portland, Maine or, if said court does not have jurisdiction, in such courts in the State of Maine that do have jurisdiction.

#### **5.13. 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 this Agreement violation of applicable laws, rules or federal fishery regulations or 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 shall be joint and several.

For the purposes of this Section, “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 shall survive the termination of this Agreement and the expulsion of any Member pursuant to Section 2.7.

#### **5.14. Administrative Enforcement**

The following sections of the operations plan are exclusive to administration of the sector:

- 1.1
- 2.1 inclusive
- 2.2.1, 2.2.4, 2.2.7
- 2.3 inclusive
- 2.4
- 2.7
- 5 inclusive, excepting 5.3

### 5.15. Schedule of Penalties

<b>Penalty Schedule</b>			
<b>VIOLATION</b>	<b>FIRST</b>	<b>SECOND</b>	<b>THIRD</b>
<b>VIOLATIONS REGARDING PERMITS, REPORTING, DOCUMENTATION, EXEMPTION PERMIT REQUIREMENTS</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 or failing to comply with VMS/DAS requirements (technical and minor violations may result in a letter of warning); Exceeding ACE and not acquiring additional ACE to replace it.	Up to \$5,000 (and/or stop fishing order) plus the cost of the sector acquiring additional ACE, and all legal and administration fees	Up to \$10,000 (and/or stop fishing order) plus the cost of the sector acquiring additional ACE, and all legal and administration fees	Up to expulsion and all legal and administration fees, and/or up to \$10,000 + (and/or stop fishing order) plus the cost of the sector acquiring additional ACE, and all legal and administration fees
<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 violations.	Up to \$50,000 (stop fishing order for 30 days) and all legal and administration fees	Up to \$100,000 (unable to fish for the remainder of the fishing year) and all legal and administration fees	Up to expulsion and all legal and administration fees
<b>VIOLATIONS THAT PLACE THE SECTOR AGREEMENT AT RISK</b>			
All violations including but not limited to a violation of a stop order, entering a closed area, transfer of fish from a non-Sector vessel to a Sector vessel, subverting the reporting requirements (misappropriating landings) or any other action which could cause the sector to be in violation of its agreement.	Up to \$50,000 (loss of fishing rights for 365 days) and all legal and administration fees	Up to expulsion and all legal and administration fees	
<b>VIOLATIONS REGARDING MEMBERSHIP COMMITMENT</b>			
Violation of 50 CFR Part 48 or failing to remain in the Sector for the Commitment Period (i.e., breach of Section 2.03 of the Agreement).	Up to \$10,000 and all legal and administration fees	N/A	N/A

## **6. APPENDIX 1: SHS3 BOARD OF DIRECTORS**

Terry Alexander

Frank Patania

Maggie Raymond

Phil Ruhle

<b>MRI</b>	<b>PERMIT NUMBER</b>	<b>PERMIT NAME</b>
1536	321025	CAITLYN & MAIREAD
2461	150495	CAPT CRABBY
2315	149430	LEISURE LIFE
798	330897	HALINA M
404	310718	NORTH SEA
853	149358	MT VERNON
993	149462	REICHLER 12
1849	149859	REICHLER/LOW 2004 OPEN
47850	135735	ANDROMEDA
47873	146590	JUDITH E
48009	147189	HELEN L
1102	410354	EVENING STAR
415	149544	TORI T
1751	320307	ATLANTIC TRAVELER
1875	330873	BRIDGET DENISE
788	410584	LADY ANNA
785	330823	PACIFICS
1578	310988	VICKIE II
1723	330812	BALD EAGLE II
1752	330786	SASSY SARAH
2122	241823	CHARLIE III





MRI	Federal Permits Assoc w this permit
404	Bluefish, BS Bass, Dogfish, Fluke, Herr (D), GC Scallop, Lobst (1), Monk (D), Quahog, R Crab, Scup, S Clam, Skate, SMB, Tilefish
415	Bluefish, Dogfish, Herr (D), Monk (D), R Crab, Skate, SMB, Tilefish
785	BLUEFISH, BLACK SEA BASS, SPINY DOGFISH, SUMMER FLOUNDER, HERRING - OPEN ACCESS, SCALLOP – LAGC, AMERICAN LOBSTER - NON –TRAP, MONKFISH (D), OCEAN QUAHOG, SCUP, SKATE, SURF CLAM, SQUID./BUTTERFISH, ATLANTIC MACKEREL, TILEFISH
788	BLUEFISH, BLACK SEA BASS, SPINY DOGFISH, SUMMER FLOUNDER, HERRING - OPEN ACCESS, SCALLOP – LAGC, AMERICAN LOBSTER - NON –TRAP, MONKFISH (D), OCEAN QUAHOG, SCUP, SKATE, RED CRAB, SURF CLAM, SQUID./BUTTERFISH, ATLANTIC MACKEREL, TILEFISH
798	Bluefish, BS Bass, Dogfish, Fluke, Herr, Lobst (1), Monk (E), Quahog, R Crab, LA Scallop, Scup, S Clam, Skate, SMB, Tilefish
853	Bluefish, BS Bass, Dogfish, Fluke, Herr(D), GC Scallop, Lobst (1), Monk (E), Quahog, R Crab, LA Scallop, Scup, S Clam, Skate, SMB, Tilefish
993	Bluefish, BS Bass, Dogfish, Fluke, Herr (D), GC Scallop, Lobst (1), Monk (E), R Crab, Scup, Skate, SMB, Tilefish
1102	Bluefish, BS Bass, Dogfish, Fluke, Herr (C-), GC Scallop, Monk (E), Quahog, R Crab, Scup, S Clam, Skate, SMB, Tilefish
1536	Bluefish, BS Bass, Dogfish, Fluke, Herr ©, Lobst (1, A2, A6), Monk F), Quahog, R Crab, Scup, S Clam, Skate, SMB, Tilefish
1578	BLUEFISH, BLACK SEA BASS, SPINY DOGFISH, SUMMER FLOUNDER, HERRING - OPEN ACCESS, SCALLOP – LAGC, AMERICAN LOBSTER - NON –TRAP, MONKFISH (D), OCEAN QUAHOG, SCUP, SKATE, SURF CLAM, SQUID./BUTTERFISH, ATLANTIC MACKEREL, TILEFISH
1723	BLUEFISH, BLACK SEA BASS, SPINY DOGFISH, SUMMER FLOUNDER, HERRING - OPEN ACCESS, SCALLOP – LAGC, AMERICAN LOBSTER - NON –TRAP, MONKFISH (D), OCEAN QUAHOG, SCUP, SKATE, RED CRAB, SURF CLAM, SQUID./BUTTERFISH, ATLANTIC MACKEREL, TILEFISH

1751	BLUEFISH, BLACK SEA BASS, SPINY DOGFISH, SUMMER FLOUNDER , INCIDENTAL HMS SQUID, HERRING - OPEN ACCESS, SCALLOP - LAGC – IFQ, AMERICAN LOBSTER - NON –TRAP, MONKFISH - INCIDENTAL CATEGORY E , OCEAN QUAHOG, SCUP, SKATE, LOLIGO/BUTTERFISH, SQUID/MACKEREL/BUTTERFISH, ATLANTIC MACKEREL, ILLEX SQUID, TILEFISH
1752	BLUEFISH, BLACK SEA BASS, SPINY DOGFISH, SUMMER FLOUNDER, HERRING - OPEN ACCESS, SCALLOP – LAGC, AMERICAN LOBSTER - NON –TRAP, MONKFISH (D), OCEAN QUAHOG, SCUP, SKATE, RED CRAB, SURF CLAM, SQUID./BUTTERFISH, ATLANTIC MACKEREL, TILEFISH
1849	Bluefish, BS Bass, Dogfish, Herr (D), GC Scallop, Monk ©, R Crab, Scup, Skate, SMB, Tilefish
1875	BLUEFISH, BLACK SEA BASS, SPINY DOGFISH, SUMMER FLOUNDER, HERRING - OPEN ACCESS, SCALLOP – LAGC, AMERICAN LOBSTER - NON –TRAP, MONKFISH (D), OCEAN QUAHOG, SCUP, SKATE, RED CRAB, SURF CLAM, SQUID./BUTTERFISH, ATLANTIC MACKEREL, TILEFISH
2315	Bluefish, BS Bass, Dogfish, Fluke, Herr (D), Lobst (1), Monk (D), R Crab, Scup, Skate, SMB, Tilefish
2461	Bluefish, BS Bass, Dogfish, Fluke, GC Scallop, Lobst (1, A2, A6), Monk (E), R Crab, Scup, Skate, SMB, Tilefish
47850	Bluefish,Dogfish,,Scup,SMB
47873	Bluefish,Dogfish,Herr (D),Monk(E),Scup,SMB
48009	Bluefish,Dogfish,Fluke, Herr (D),Monk(E),Scup,Skate, SMB
[Permit 214823]	Bluefish,Dogfish,Herr, Lobster, Monk(E),Red crab, ,Skate, SMB, Tilefish

**State Permits**

**Other Federal Permits not enrolled in the SHS-III Sector**

None

NJ comm crab, Del Bay Gillnet, comm marine, lobster, summer flounder, Black Sea Bass, Tautog

149358, 151089

None

410173, 410197

NJ comm marine, purse seine menhaden, Del bay gillnet, comm. crab pot,

None

NJ summer flounder, NY foodfish, fluke, str bass,

None

410103, 410329, 149170, 410566, 330521, 150596

None

None

None

None

NY foodfish, summer flounder, striped  
bass, crab, comm lobster, areas 2, 3, 6,  
shellfish digger

None

None

None

None

None

None

None

None

None

THE SUSTAINABLE HARVEST SECTOR 3  
SECTOR OPERATIONS PLAN FOR FISHING YEAR MAY 2013-APRIL 2014

The undersigned agrees to execute the Sustainable Harvest Sector 3 Operations Plan and Sustainable Harvest Sector 3 Membership Agreement for the fishing year May 2013 – April 2014, as of the date written below.

Permit #	Moratorium Right ID	Permit Name
47850	135735	ANDROMEDA
47873	146590	JUDITH E
48009	147189	HELEN L

Name Cap's Sons Charters / Son Savage

Capacity (owner, president, etc) owner

Signature [Handwritten Signature]

Date 3/29/13

YATCITOR

# SUSTAINABLE HARVEST SECTOR III

PO Box 356, So. Berwick ME 03908 | 207-956-8497

## Lease only membership for Fishing Year 2013

I, Christopher Yattaw, as owner of multispecies permit #(s) 149544 attest that I have authority to enter into the agreement with the Sustainable Harvest Sector III outlined as follows:

I agree to add the ACE assigned to the multispecies permit(s) listed above to the roster of the Sustainable Harvest Sector III for the fishing year May 1, 2013 through April 30, 2014.

I agree that the multispecies permit(s) listed above will not participate in any fishery in which multispecies Annual Catch Entitlement (ACE) will be charged against this permit for the fishing year May 1, 2013 through April 30, 2014.

I agree to lease to members of the Sustainable Harvest Sector I the annual catch entitlement assigned to the multispecies permit(s) listed above for the May 1, 2013 through April 30, 2014 fishing year.

I understand and agree that the Sustainable Harvest Sector I will provide me with compensation for the annual catch entitlement associated with assigned to the multispecies permit (s) listed above.

I understand and agree the Sector may terminate my membership in the Sector at any time before April 30 2013 for any reason it deems necessary, including because of any requirements imposed by the National Marine Fisheries Service.

I understand and agree that my membership in the Sector is non-voting.

I understand I may withdraw from this agreement prior to April 30, 2013 by providing written notice to the Sector Manager.

Christopher G. Yattaw
Name (Print)

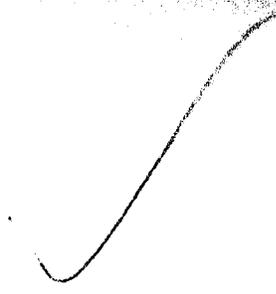
Signature
3-25-13
Date

WALKER ✓

THE SUSTAINABLE HARVEST SECTOR 3  
SECTOR OPERATIONS PLAN FOR FISHING YEAR MAY 2013-APRIL 2014

The undersigned agrees to execute the Sustainable Harvest Sector 3 Operations Plan and Sustainable Harvest Sector 3 Membership Agreement for the fishing year May 2013 - April 2014, as of the date written below.

Permit #	Membership Right ID	Permit Name



Name WALKER Brothers Fisheries

Capacity (owner, president, etc) president

Signature Ronald Walker

Date 11/17/12

RETTET -

**THE SUSTAINABLE HARVEST SECTOR 3  
SECTOR OPERATIONS PLAN FOR FISHING YEAR MAY 2013-APRIL 2014**

The undersigned agrees to execute the Sustainable Harvest Sector 3 Operations Plan and Sustainable Harvest Sector 3 Membership Agreement for the fishing year May 2013 - April 2014, as of the date written below:

Permit #	Moratorium Right ID	Permit Name
853	149358	MT VERNON
993	149462	REICHL 12
1849	149859	REICHL/LOW 2004 OPEN

Name Jeffrey Reichle

Capacity (owner, president, etc) Owner

Signature [Handwritten Signature]

Date 11/20/12

RENEW -

**THE SUSTAINABLE HARVEST SECTOR 3  
SECTOR OPERATIONS PLAN FOR FISHING YEAR MAY 2013-APRIL 2014**

The undersigned agrees to execute the Sustainable Harvest Sector 3 Operations Plan and Sustainable Harvest Sector 3 Membership Agreement for the fishing year May 2013 – April 2014, as of the date written below.

<b>Permit #</b>	<b>Moratorium Right ID</b>	<b>Permit Name</b>
404	310718	NORTH SEA

Name William W. Reed

Capacity (owner, president, etc) Owner

Signature William W. Reed

Date 11/14/12

DANISE ✓

**THE SUSTAINABLE HARVEST SECTOR 3  
SECTOR OPERATIONS PLAN FOR FISHING YEAR MAY 2013-APRIL 2014**

The undersigned agrees to execute the Sustainable Harvest Sector 3 Operations Plan and Sustainable Harvest Sector 3 Membership Agreement for the fishing year May 2013 - April 2014, as of the date written below.

Permit #	Moratorium Right ID	Permit Name	DOC.
330873	1875	BRIDGOT DENISE	1040383
410584	788	LADY ANNA	1102867
330823	785	PACIFICS	1026244
310988	1578	VICKIE II	1073368
330812	1723	BALD EAGLE II	1038900
330786	1752	SASSY SARAH	1049030

Name JOEY DANIELS

Capacity (owner, president, etc) VICE President

Signature Joey Daniels

Date 11-26-2012

COLTON ✓

THE SUSTAINABLE HARVEST SECTOR 3  
SECTOR OPERATIONS PLAN FOR FISHING YEAR MAY 2013 - APRIL 2014

The undersigned agrees to execute the Sustainable Harvest Sector 3 Operations Plan and Sustainable Harvest Sector 3 Membership Agreement for the fishing year May 2013 - April 2014, as of the date written below.

Permit #	Moratorium Right ID	Permit Name
320307	1751	FV ATLANTIC TRAVELER CPH

Name ATLANTIC TRAVELER CPH

Capacity (owner, president, etc) OWNER - PRESIDENT

Signature John Cole

Date 3/18/13

# National Marine Fisheries Service

## NMFS vessel/fishery data as of September 11, 2012, 7:52 am

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

### Most Recent Vessel Data

Vessel: EVENING STAR  
 Northeast Federal Fishery Permit: 410354  
 US Coast Guard Doc #/State Registration # : 670418  
 Primary Owner|Corporation Name: WALKER BROTHERS FISHERIES LLC  
 Address:  
 31 CROYDON DRIVE  
 NORTH CAPE MAY, NJ 08204-3351  
 Phone: (609) 886-4277

Hailing Port: CAPE MAY, NJ.  
 Principal Port: CAPE MAY, NJ.

Sector: Sustainable Harvest Sector 3

Valid Sector LOA? Yes

### Most Recent Northeast Federal Fishery Permit Data

Permit Year	Plan	Category	Description	Start Date	End Date
2012	BLU	1	BLUEFISH - COMMERCIAL - 2012	01- MAY- 12	30- APR- 13
2012	BSB	1	BLACK SEA BASS - COMMERCIAL MORATORIUM - 2012	01- MAY- 12	30- APR- 13

2012	DOG	1	SPINY DOGFISH - COMMERCIAL - 2012	01- MAY- 12	30- APR- 13
2012	FLS	1	SUMMER FLOUNDER - COMMERCIAL MORATORIUM - 2012	01- MAY- 12	30- APR- 13
2012	HMS	1	INCIDENTAL HMS SQUID TRAWL 2012	01- MAY- 12	30- APR- 13
2012	HRG	C	HERRING - LIMITED ACCESS - INCIDENTAL - 2012	01- MAY- 12	30- APR- 13
2012	LGC	C	SCALLOP - LAGC - INCIDENTAL - 2012	01- MAR- 12	28- FEB- 13
2012	MNK	E	MONKFISH - INCIDENTAL CATEGORY E - 2012	01- MAY- 12	30- APR- 13
2012	MUL	A	NE MULTISPECIES - INDIVIDUAL DAS - 2012	01- MAY- 12	30- APR- 13
2012	OQ	6	OCEAN QUAHOG - 2012	01- MAY- 12	30- APR- 13
2012	RCB	A	RED CRAB - OPEN ACCESS - INCIDENTAL BYCATCH - 2012	01- MAR- 12	28- FEB- 13
2012	SCP	1	SCUP - COMMERCIAL MORATORIUM - 2012	01- MAY- 12	30- APR- 13
2012	SF	1	SURF CLAM - 2012	01- MAY- 12	30- APR- 13
2012	SKT	1	SKATE - 2012	01- MAY- 12	30- APR- 13
2012	SMB	1	LONGFIN SQUID/BUTTERFISH-COMM. MORATORIUM - 2012	01- MAY- 12	30- APR- 13
2012	SMB	5	ILLEX SQUID - COMMERCIAL	01- MAY-	30- APR-

			MORATORIUM - 2012	12	13
2012	SMB	T1	ATLANTIC MACKEREL TIER 1 - 2012	01- MAY- 12	30- APR- 13
2012	TLF	1	TILEFISH - COMMERCIAL/INCIDENTAL - 2012	01- MAY- 12	30- APR- 13

# National Marine Fisheries Service

## NMFS vessel/fishery data as of September 11, 2012, 7:54 am

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

### Most Recent Vessel Data

Vessel: TORI T  
 Northeast Federal Fishery Permit: 149544  
 US Coast Guard Doc #/State Registration # : ME10PPJ  
 Primary Owner|Corporation Name: CHRISTOPHER YATTAW  
 Address:  
 26 BOBOLINK LANE  
 THOMASTON, ME 04861  
 Phone: (207) 354-0736

Hailing Port: THOMASTON, ME.  
 Principal Port: THOMASTON, ME.

Sector: Sustainable Harvest Sector 3

Valid Sector LOA? Yes

### Most Recent Northeast Federal Fishery Permit Data

Permit Year	Plan	Category	Description	Start Date	End Date
2012	BLU	1	BLUEFISH - COMMERCIAL - 2012	01-MAY-12	30-APR-13
2012	DOG	1	SPINY DOGFISH - COMMERCIAL - 2012	01-MAY-12	30-APR-13

2012	HRG	D	HERRING - OPEN ACCESS - POSSESSION LIMIT - 2012	01- MAY- 12	30- APR- 13
2012	MNK	D	MONKFISH - CATEGORY D - 2012	01- MAY- 12	30- APR- 13
2012	MUL	A	NE MULTISPECIES - INDIVIDUAL DAS - 2012	01- MAY- 12	30- APR- 13
2012	RCB	A	RED CRAB - OPEN ACCESS - INCIDENTAL BYCATCH - 2012	06- APR- 12	28- FEB- 13
2012	SKT	1	SKATE - 2012	01- MAY- 12	30- APR- 13
2012	SMB	3	SQUID/BUTTERFISH - INCIDENTAL - 2012	01- MAY- 12	30- APR- 13
2012	SMB	4	ATLANTIC MACKEREL - 2012	01- MAY- 12	30- APR- 13
2012	TLF	1	TILEFISH - COMMERCIAL/INCIDENTAL - 2012	01- MAY- 12	30- APR- 13

# National Marine Fisheries Service

## NMFS vessel/fishery data as of June 26, 2013, 4:19 pm

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

### Most Recent Vessel Data

Vessel: REICHLE 12

Northeast Federal Fishery Permit: 149462

US Coast Guard Doc #/State Registration # : NJ1368GV

Primary Owner|Corporation Name: CAPE CLAM INC

Address:

PO BOX 830

CAPE MAY, NJ 08204

Phone: (609) 884-7600

Hailing Port: CAPE MAY, NJ.

Principal Port: CAPE MAY, NJ.

Sector: Not in a Sector

Valid Sector LOA? N/A

### Most Recent Northeast Federal Fishery Permit Data

Permit Year	Plan	Category	Description	Start Date	End Date
2012	BLU	1	BLUEFISH - COMMERCIAL - 2012	01- MAY- 12	16- MAR- 12
2012	BSB	1	BLACK SEA BASS - COMMERCIAL MORATORIUM - 2012	01- MAY- 12	16- MAR- 12
				01-	16-

2012	DOG	1	SPINY DOGFISH - COMMERCIAL - 2012	MAY- 12	MAR- 12
2012	FLS	1	SUMMER FLOUNDER - COMMERCIAL MORATORIUM - 2012	01- MAY- 12	16- MAR- 12
2012	HMS	1	INCIDENTAL HMS SQUID TRAWL 2012	01- MAY- 12	16- MAR- 12
2012	HRG	D	HERRING - OPEN ACCESS - POSSESSION LIMIT - 2012	01- MAY- 12	16- MAR- 12
2012	LGC	C	SCALLOP - LAGC - INCIDENTAL - 2012	01- MAR- 12	16- MAR- 12
2012	LO	1	AMERICAN LOBSTER - NON -TRAP - 2012	01- MAY- 12	16- MAR- 12
2012	MNK	E	MONKFISH - INCIDENTAL CATEGORY E - 2012	01- MAY- 12	16- MAR- 12
2012	MUL	A	NE MULTISPECIES - INDIVIDUAL DAS - 2012	01- MAY- 12	16- MAR- 12
2012	RCB	A	RED CRAB - OPEN ACCESS - INCIDENTAL BYCATCH - 2012	01- MAR- 12	16- MAR- 12
2012	SCP	1	SCUP - COMMERCIAL MORATORIUM - 2012	01- MAY- 12	16- MAR- 12
2012	SKT	1	SKATE - 2012	01- MAY- 12	16- MAR- 12
2012	SMB	1	LONGFIN SQUID/BUTTERFISH-COMM. MORATORIUM - 2012	01- MAY- 12	16- MAR- 12
2012	SMB	4	ATLANTIC MACKEREL - 2012	01- MAY- 12	16- MAR- 12
2012	SMB	5	ILLEX SQUID - COMMERCIAL	01- MAY-	16- MAR-

			MORATORIUM - 2012	12	12
2012	TLF	1	TILEFISH - COMMERCIAL/INCIDENTAL - 2012	01- MAY- 12	16- MAR- 12