

1      **MAINE COAST COMMUNITY SECTOR**

2      **Fishing    Year    2014    (May    1,    2014    –    April    30,    2015)**  
3      **Operations                          Plan                          and                          Agreement**

6      This OPERATIONS PLAN AND AGREEMENT (this “Agreement”) is entered into as of  
7      this 2nd day of December, 2013 by and among the permit owners listed on the signature  
8      pages hereto and any other permit owners that are admitted pursuant to the terms of this  
9      Agreement (each, a “Member” and, collectively, the “Members”).  
10

11     **RECITALS**

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

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

31

32    WHEREAS, Amendment 16 defines a sector as a group of 3 or more persons, none of  
33    whom have an ownership interest in the other two persons in the Sector, and that  
34    documentation demonstrating that the MCCS has met this definition has been provided to  
35    NMFS as Exhibit F hereto through Permit No. 250387 (MRI 383) under the distinct  
36    ownership of Randy Cushman, Permit No. 140344 (MRI 1835) under the distinct  
37    ownership of Tom Cassamassa, and Permit No. 221740 (MRI 97) under the distinct  
38    ownership of Arnold Nickerson, and;

39

40    WHEREAS, in connection with the formation of the Sector, the Members desire to enter  
41    into this Operations Plan and Agreement, dated December 3, 2012 (the “Agreement”) in  
42    order begin operations for the 2014 fishing year.  
43

1 NOW, THEREFORE, in consideration of the mutual agreements, covenants, rights and  
2 obligations set forth in this Agreement, the benefits to be derived therefrom and other  
3 good and valuable consideration, the receipt and sufficiency of which are hereby  
4 acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:  
5

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

8       **Section 1.01. Eligibility.** Each Member has been issued a valid limited access  
9 multispecies permit with documented landings of Groundfish between May 1, 1996, and  
10 April 30, 2007, which are the 1996 through 2006 fishing years (such period of time shall  
11 hereinafter be referred to as the “Qualifying Period”). Each permit that the Member  
12 intends to enroll in the Sector is listed below such Member’s name on the signature pages  
13 attached hereto identified by the Moratorium Right Identifier (MRI) (each, a “Permit”).  
14 Exhibit D includes a list of all Sector vessels, an indication of whether the vessel will  
15 fish, and all of the state and federal permits held by members with an indication whether  
16 or not those permits are enrolled in any Sector or the Common Pool. Notwithstanding the  
17 list of participating vessels set forth in Exhibit D, for purposes of this Agreement,  
18 “Participating Vessel” shall mean the vessel to which a Member’s Permit applies at any  
19 given time.  
20

21       **Section 1.02. Organization and Authority.** Each Member (i) to the extent that it is an  
22 entity, is duly organized, validly existing and in good standing in its state of organization  
23 and (ii) has all authority, corporate or otherwise, to enter into this Agreement on its own  
24 behalf and on behalf of the Participating Vessels that it represents. This Agreement  
25 constitutes a legally valid and binding obligation of each Member, enforceable against  
26 such Member in accordance with its terms. Each of the Members represents that its  
27 Participating Vessel(s) and Permit(s) have no sanctions or other restrictions against them  
28 that would prevent such Participating Vessels and Permits from enrolling in the Sector  
29 and/or complying with the terms of this Agreement.  
30

31       **Article II. Membership**

32       **Section 2.01. Voluntary Membership.** Participation in the Sector is completely  
33 voluntary among the Members, their Permits, and the related Participating Vessels.  
34

35       **Section 2.02. Scope of Membership Obligations.** The obligations of the Members set  
36 forth in this Agreement shall only apply to the Permits and Participating Vessels (and not  
37 to any other permits or vessels owned by the Members that are not enrolled in the Sector  
38 pursuant to the terms hereof) to the extent that such Permits or Participating Vessels are  
39 fishing commercially with gear that is capable of harvesting Groundfish. Notwithstanding  
40 the foregoing, the Members acknowledge and agree that the Sector and its Members may,  
41 from time to time, be permitted to participate in certain Special Access Programs (each a  
42 “SAP”) and that it may be necessary to expand the scope of the membership obligations  
43 hereunder, in order to ensure that the Sector and its Members are in compliance with the  
44 rules and regulations relating to each such SAP. Therefore, the Members hereby agree to  
45 execute any amendments or supplements to this Agreement, which may reasonably be  
46

1 requested by the Sector or the Sector Manager in order to comply with the rules and  
2 regulations relating to any such SAP, including, without limitation, any amendments or  
3 supplements that expand the scope of the membership obligations hereunder to apply to  
4 vessels and/or permits that are not enrolled in the Sector.

5

6 **Section 2.03. Length of Commitment.** Each Member hereby agrees to cause each of its  
7 Permits and the related Participating Vessels enrolled in the Sector at the beginning of the  
8 fishing year following the date on which such Member enrolled in the Sector to remain  
9 enrolled in the Sector for that entire (one) fishing year (the "Commitment Period");  
10 provided, however, that if the Members seek to extend the terms of this Agreement  
11 consistent with Article IX below and NMFS does not approve the Sector's Operations  
12 Plan and Agreement, as the same may be amended, for the subsequent fishing year, then  
13 the obligation of such Member under this Section 2.03 shall terminate on the last day of  
14 the existing Commitment Period. Each Member further agrees that if its Permit leaves  
15 the Sector for any reason during the Commitment Period, or beginning for fishing years  
16 2014 and beyond fails to notify the Manager of intent to leave Sector by the December 1  
17 preceding the start of the next fishing year, (i) such Member shall be subject to the  
18 penalty or penalties described on the Schedule of Penalties (as hereinafter defined), and  
19 (ii) such Member, its Permit and the related Participating Vessel shall be ineligible to  
20 participate in the Sector for a period of up to five [5] years following the date of such  
21 departure from the Sector as determined by the Board. Each Member acknowledges and  
22 agrees that 50 CFR Part 648.87 requires that each of its Permits and the related  
23 Participating Vessels must remain in the Sector for the entire fishing year in which such  
24 Permits and/or Participating Vessels are enrolled in the Sector, and that each Member's  
25 Participating Vessels may not fish outside the Sector under a multispecies DAS program  
26 during any fishing year in which its Permits and/or Participating Vessels are enrolled in  
27 the Sector.

28

29 **Section 2.04. New Members.** The owner of a permit that is eligible under the criteria set  
30 forth in Section 1.01 hereto, but that is not enrolled as a Member (and/or whose permit is  
31 not so enrolled) may apply to the Board (as hereinafter defined) for membership in the  
32 Sector. For fishing year 2012 and thereafter, such application shall be made in writing no  
33 later than 30 calendar days prior to the December 1 for the fishing year in which he  
34 wishes to enroll and shall include evidence of eligibility. The Board shall, in its  
35 reasonable discretion, determine whether the applicant shall be admitted as a Member of  
36 the Sector and/or its permit included as a Permit. Notwithstanding the foregoing, no such  
37 admission shall be effective until such new Member has agreed in writing to be bound by,  
38 and to cause its Permit and Participating Vessel to comply with, the terms of this  
39 Agreement, and until the provisions of this Agreement shall have been amended or  
40 modified to reflect such additional Member, Permit and/or Participating Vessel.

41

42 **Section 2.05. Permit Transfers.** Each Member agrees that so long as it is a party to this  
43 Agreement, such Member (i) shall not have the authority to sell, lease or transfer the  
44 ownership of its Permit to a party that is not or does not agree in writing to be bound by  
45 this Agreement for the remainder of the fishing year in which such sale, lease or transfer  
46 is to occur, (ii) shall not transfer, lease or assign any days-at-sea allocated to its Permit by

1 NMFS to any permit not enrolled in a sector, and (iii) shall comply with the right of first  
2 refusal provisions of Section 2.08 hereof prior to the consummation of any proposed sale,  
3 lease or transfer permitted hereunder. To the extent that a Member sells, leases or  
4 transfers its Permit to another individual or entity (a “Transferee”) in compliance with the  
5 foregoing, then (a) such Transferee shall only be permitted to participate in the Sector for  
6 the remainder of the fishing year in which the transfer occurred (the “Transfer Year”) and  
7 (b) prior to the commencement of the fishing year immediately following the Transfer  
8 Year, the Transferee must apply for admission to the Sector pursuant to the provisions of  
9 Section 2.04 hereof in order to be admitted to the Sector as a Member. For the avoidance  
10 of all doubt, for the purposes of calculating a Member’s Commitment Period under  
11 Section 2.03 hereof, no portion of a Transfer Year shall be included in such calculation.  
12

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

20 **Section 2.07. Member Training.** Each new Member shall participate in training in the  
21 Sector’s operation plan, harvest plan, bylaws, and other rules prior to the start of the  
22 fishing year for which he shall enroll for the first time. Such training shall be led by the  
23 Sector Manager and may involve other qualified persons as determined by the Sector  
24 Manager or Board.  
25

26 **Section 2.08. Right of First Refusal for External Permit Transfers.** In the event that  
27 any Member (a “Transferring Member”) at any time proposes to sell, transfer or lease (a  
28 “Transfer”) his Permit to any proposed Transferee outside of the sector who shall make a  
29 good faith, bona fide written offer therefore (a “Bona Fide Offer”), then the Transferring  
30 Member shall first deliver to the Sector for distribution to its Members a written notice  
31 (“First Refusal Notice”) that the Transferring Member proposes to make such Transfer,  
32 which First Refusal Notice shall (i) state the identity of the prospective Transferee, (ii)  
33 state the amount of consideration for the Permit and the material terms and conditions  
34 upon which the proposed Transfer is to be made (the date on which the Sector receives  
35 the First Refusal Notice being the “First Refusal Notice Date”), (iii) represent that the  
36 Bona Fide Offer is an actual bona fide offer, and (iv) include a copy of any written  
37 proposal, letter of intent or other agreement relating to the Bona Fide Offer. The Bona  
38 Fide Offer must have a monetary amount attached to it. The Sector or any Member shall  
39 have a period of 7 calendar days following the First Refusal Notice Date (the “Election  
40 Period”) in which to elect to purchase or lease the Permit at the price and subject to the  
41 same terms and conditions set forth in the First Refusal Notice (Or an equal monetary  
42 value if other material goods or services are involved in the trade). The Sector or  
43 Member shall exercise the right to purchase or lease such Permit by delivering a written  
44 notice (“Election Notice”) to the Transferring Member or Sector Manager within the  
45 Election Period. In the event that the Sector or member desires to purchase the Permit,  
46 then the parties shall schedule a closing for the payment for, and the delivery of, the

1 Permit, which shall be no later than 90 calendar days after the First Refusal Notice Date.  
2 The Transferring Member agrees to enter into and deliver an agreement for the benefit of  
3 the Sector or Member, containing standard and customary representations, warranties,  
4 covenants and indemnities by the Transferring Member for the benefit of the Sector. If  
5 the Sector or Member has not elected to purchase the Permit within the Election Period,  
6 then the Transferring Member is free to Transfer the Permit to the Transferee; provided  
7 that such Transfer is on the terms and conditions specified in the First Refusal Notice. If  
8 the proposed Transfer is not consummated within 90 calendar days following the  
9 termination of the Election Period, the Transferring Member may not Transfer the Permit  
10 without complying again with all the provisions of Section 2.05 and this Section 2.08.

11

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

39

40 **Section 2.10. Release of Confidential Data.** Pursuant to section 402(b)(1)(F) of the  
41 Magnuson-Stevens Fishery Conservation and Management Act, 16 U.S.C  
42 §1881a(b)(1)(F), the undersigned hereby authorizes the release to the manager of the  
43 Maine Coast Community Sector of information that may be or is considered to be  
44 confidential or privileged by the Magnuson-Stevens Act or other federal law regarding  
45 the catch of various species of fish associated with the limited access Northeast  
46 multispecies permit with the Moratorium Right Identifiers (MRIs) enrolled in the sector

1 submitted to the National Marine Fisheries Service that the undersigned has authority to  
2 access. This information includes data required to be submitted or collected by NMFS,  
3 including but not limited to days-at-sea allocation and usage, vessel trip reports, dealer  
4 reports, Northeast Fishery Observer Program data, catch and landings history data, at-sea  
5 monitoring data, VMS information, and all other information associated with the vessel,  
6 MRI #, and/or permit records.

7  
8 In addition to the Sector Manager, and the Sector Data Specialist (Lucy Van Hook may  
9 be allowed access to this data for specific projects as approved by the Sector Manager.

10  
11 **Article III. ADMINISTRATION**

12 **Section 3.01. Sector Manager.** The Board of Directors (the “Board”) of the Sector  
13 shall appoint a manager of the Sector (the “Manager”), which Manager shall have the  
14 authority to manage the day-to-day business of the Sector and to act as its designated  
15 agent for service of process. Ben Martens of Topsham, Maine, is the current agent for  
16 service of process and will continue in that role if appointed Manager, as anticipated.

17  
18 **Section 3.02. Manager Authority.** The Manager shall have the authority (i) to monitor  
19 the activities of the Members and the Participating Vessels and to take other similar  
20 actions as may be necessary to ensure compliance by the Members and their Permits and  
21 Participating Vessels with this Agreement and other Sector requirements as may be  
22 adopted under the terms of this Agreement or the Sector’s Bylaws, as well as applicable  
23 laws, rules and regulations, and (ii) subject to the authority and direction of the Board or  
24 a committee delegated thereby pursuant to this Agreement, the Sector’s Bylaws or any  
25 other agreement relating to the Sector’s internal governance, to enforce this Agreement,  
26 including specifically, without limitation, the authority to impose “stop fishing” orders  
27 and penalties as set forth in the Schedule of Penalties (as hereinafter defined). The  
28 Manager shall also act as the liaison between NMFS and the Sector.

29  
30 **Section 3.03. Infractions Committee.** The Board shall appoint an infractions  
31 committee (“Infractions Committee”) consisting of a minimum of three Members. Such  
32 Infractions Committee shall include at least one Member from each of the primary gear  
33 types in the Sector (currently trawl and gillnet), shall include at least one member whose  
34 home port is north of Portland and one whose home port is south of Portland, and no  
35 Infractions Committee member shall be on the Board. The Infractions Committee shall  
36 ensure fair, consistent and appropriate enforcement of this Agreement, the Harvesting  
37 Rules, the ACE (as hereinafter defined) requirements set forth on Exhibit B hereto, the  
38 Plan, Amendment 16, and other Sector requirements as may be adopted under the terms  
39 of this Agreement or the Sector’s Bylaws. The Infractions Committee is responsible for  
40 reviewing the “Schedule of Penalties” attached as Exhibit A and shall either approve it  
41 or, if it determines appropriate, it shall prepare and recommend changes to the Board for  
42 its approval. The Schedule of Penalties shall address any unauthorized fishing activities  
43 (whether under applicable laws, rules and regulations or otherwise) and violations of this  
44 Agreement, the Harvesting Rules, the ACE requirements, the Plan, Amendment 16, and  
45 other Sector requirements as may be adopted under the terms of this Agreement or the  
Sector’s Bylaws. Such schedule of penalties may be based on reductions in ACE instead

1 of or as an alternative to dollars amounts. The Board shall review and approve any  
2 Schedule of Penalties prepared and recommended by the Infractions Committee prior to  
3 the commencement of the fishing year for which such Schedule of Penalties has been  
4 prepared. In addition, the Infractions Committee shall have the authority to take any  
5 number of enforcement measures against the Members for the non-payment of  
6 membership dues and/or poundage fees. Such enforcement measures may include  
7 requesting expulsion of the violating Member under Section 8.02 and issuing a stop  
8 fishing order against such Member.

9 **Section 3.04. Procedures for Investigations.** In addition to the Manager's authority  
10 described in Section 3.02 hereof, the Manager may, on his own, and shall, at the request  
11 of the Board or a Member, request that the Infractions Committee conduct an  
12 investigation of possible infractions of the Agreement, the Harvesting Rules, the Plan,  
13 Amendment 16, or other Sector requirements as may be adopted under the terms of this  
14 Agreement or the Sector's Bylaws, by calling a meeting of the Infractions Committee and  
15 presenting it with the information that is the basis for the Manager's or Member's opinion  
16 that an infraction occurred. The Infractions Committee shall operate as a "blind"  
17 committee, such that the identity of the Member, Permit and/or Participating Vessel  
18 under consideration shall only be known to the Manager. The Committee may assign a  
19 number of its members, which constitutes no more than 50% of the Infractions  
20 Committee, to investigate the matter further and to recommend action, if any, to the full  
21 Infractions Committee. Such committee member assignments shall be rotated. If, upon  
22 the conclusion of such investigation, the Infractions Committee determines by an  
23 affirmative vote of a majority (51%) of its members that a violation of this Agreement,  
24 the Harvesting Rules, the Plan, Amendment 16, or other Sector requirements (as may be  
25 adopted under the terms of this Agreement or the Sector's Bylaws) has occurred, it may,  
26 and is hereby given the authority to impose penalties consistent with those prescribed in  
27 the Schedule of Penalties, (ranging from letters of warning to fines or reductions in ACE,  
28 to stop fishing orders) or to recommend expulsion of the Member. The Infractions  
29 Committee shall exercise all reasonable efforts to ensure that penalties and settlements  
30 are commensurate with the nature and extent of the violation, are designed to further the  
31 purposes of the Sector, Plan, and Amendment 16, and are uniform with those reached in  
32 similar circumstances. All appeals from such Infractions Committee action shall be taken  
33 in accordance with Section 7.05 hereof. Each of the Members agrees to cooperate fully  
34 with the Manager and the Infractions Committee in such investigations and procedures  
35 (including cooperation with any requests for information or data that may be made by the  
36 Manager or the Infractions Committee).

37 **Section 3.05. Sector Weekly and Daily Catch Reports** The sector will submit required  
38 reports using the format and procedure prescribed by NMFS. The Manager will retain  
39 and maintain all sector data, paper and electronic, and shall, on a weekly basis, transmit  
40 to NMFS catch reports providing data required by NMFS that includes, but are not  
41 limited to, (i) catch data by cumulative live weight landings and discards by stock,  
42 statistical area, and status of ACE for each of the stocks allocated to the Sector; (ii)  
43 administrative data including week ending date, number of trips, gear used, submission  
44 date of report, and whether the record was new or updated; (iii) observer data including  
45 data collected on an observed trip by a Northeast Fisheries Observer Program Observer,

1 and shall extrapolate that across the entire Sector (cumulative) in the manner prescribed  
2 by NMFS; (iv) monitoring data including catch data collected on monitored trips by  
3 independent, third-party catch monitors, with extrapolation across the entire Sector  
4 (cumulative) in the manner prescribed by NMFS; (v) issues regarding data discrepancies,  
5 such as outstanding catch records and any actions being taken to resolve such  
6 discrepancies, (vi) any enforcement or compliance issues, including issues that were  
7 resolved or issues under investigation (unless administrative only), and (vii) a list of  
8 vessels landing during the week, a summary of the at sea monitoring effort that includes  
9 the vessels monitored, the date and location of monitoring, and any discrepancies  
10 observed.

11

12 This information will be organized and contained in the following weekly reports:

13

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

32

33 The reporting frequency for the sector manager's ACE Status Report will be increased to  
34 daily when 90% of any of the sector's ACEs is reached. An alternative threshold for  
35 increasing reporting frequency may be implemented during FY 2014 if agreed upon by  
36 the sector and NMFS. The Manager shall include in such notice whether it intends to  
37 distribute the ACE reserve, consistent with sections 4.03 and 4.04.

38

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

46

1 The Sector will submit all data quality issues through the NMFS JIRA issue tracking  
 2 application for research and correction.

3

4 **Section 3.06. Annual Report.** The Manager shall prepare and submit to the Council  
 5 and NMFS an annual year-end report on the fishing activities of its Members, including  
 6 the harvest levels of all species by Sector vessels (landings and discards by gear type), the  
 7 number of sector vessels that fished for regulated groundfish, and the permit and MRI  
 8 numbers associated with those vessels (except when this would violate protection of  
 9 confidentiality), the number of vessels that fished for other species, the method used to  
 10 estimate discards, the landing ports used by Sector vessels while landing regulated  
 11 groundfish, any enforcement actions taken against the Members, and other relevant  
 12 information required by the Regional Administrator to evaluate the Sector's performance,  
 13 within 60 days of the end of the fishing year.

14

15 **Section 3.07. Sector Board.** For FY 2014, the MCCS board of directors, officers, and  
 16 attorney are listed below. If the Manager (Ben Martens) cannot be reached NMFS may  
 17 contact Gerry Cushman with any sector-related business. If Mr. Cushman cannot be  
 18 reached any of the officers or the MCCS attorney may then be contacted regarding  
 19 sector-related business. NMFS may receive official communications on the sector's  
 20 behalf from these same individuals.

21

22 MCCS Board of Directors:

- 23     • Bryan Bichrest
- 24     • Gerry Cushman
- 25     • Joe Nickerson
- 26     • Geoff Smith
- 27     • Gary Libby
- 28     • Kelo Pinkham
- 29     • Brian Pearce

30

31 MCCS Attorney

32       Roger Fleming, Attorney

33

34 **Section 3.08. Sector Points of Contact.**

<b>Sector Communications Contacts for Maine Coast Community Sector Fishing Year 2014</b>							
Name	Title	Responsibility	Email	Phone	Streets Address	City/State	Zip
Ben Martens	Manager	Day-to-day sector operations, policy issues, outreach	<a href="mailto:ben@mainecoastfishermen.org">ben@mainecoastfishermen.org</a>	207.619.1755	PO Box 112	Topsham, ME	04086
Lucy Van Hook	Fisheries Program Coordinator, Sector Data Specialist	Alternative Contact, Weekly reports					
Gerry Cushman	Board Liaison	Board Contact (Emergencies Only)					

1  
2 **Article IV. ALLOCATION AND HARVEST**

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

9  
10    **Section 4.02. Annual Distribution, Consolidation, and Harvest.** Each Member hereby  
11 acknowledges and agrees that the aggregate allocation of Groundfish authorized by  
12 Amendment 16 and NMFS to the Sector (“Sector ACE”) shall be harvested in accordance  
13 with the Harvesting Rules, which are set forth as Exhibit C hereto, and the provisions for  
14 allocation set forth in Exhibit B hereto. Consistent with Exhibit B, prior to the  
15 commencement of the Fishing Year, the Board shall make an initial distribution of the  
16 Sector’s ACE to members based on the Members’ fishing history (“Individual ACE”).  
17 After the initial allocation of ACE is made, and at any time during the fishing year,  
18 Members are free to transfer, lease, or sell any Individual ACE to any other Member  
19 consistent with Section 4.09. Members with or without ownership interests in multiple  
20 Permits may consolidate ACE to harvest from a single or fewer vessels, provided that the  
21 Manager is notified and consents to such transfer. See Section 5.10 for further discussion  
22 regarding redistribution of ACE, and Exhibit B and Table B.3 for further discussion  
23 regarding consolidation of ACE.

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

38  
39    **Section 4.03. Sector ACE Reserve.** Each Member agrees that the Board may, in its sole  
40 discretion, establish a reserve of each Groundfish species in order to ensure that the  
41 Sector remains in compliance with its Sector ACE limit; provided, however, that such  
42 reserve shall not exceed 10 percent (10%) of the Sector ACE. The amount of the reserve  
43 shall be deducted from the Sector ACE before such Sector ACE is distributed among the  
44 Members, their Permits and their Participating Vessels through Individual ACE, monthly  
45 quota targets, or otherwise.

1    **Section 4.04. Distribution of Sector ACE Reserve.** If the Board, subsequent to the  
2 establishment of a reserve pursuant to Section 4.03 hereof, determines that the Sector  
3 ACE, as adjusted pursuant to Section 4.03, will be harvested by the Participating Vessels,  
4 the Board shall release and authorize the harvesting of the reserve by the Members. Such  
5 release and authorization shall be conducted in a manner consistent with all other  
6 requirements herein and any additional Board requirements approved as part of the  
7 authorization in order to ensure the Sector ACE is not exceeded.  
8

9    **Section 4.05. Research Reserve.** Each Member agrees that the Board may establish a  
10 reserve of ACE for each Groundfish species for purposes related to research. The terms  
11 and conditions for the distribution of ACE placed into the reserve shall be established  
12 through an agreement between the Board and the Member(s) electing to place ACE in the  
13 reserve. The amount of the reserve shall not exceed the ACE of such Member(s), their  
14 Permits, and their participating Vessels, and shall be deducted from the Sector ACE  
15 before such Sector ACE is distributed through Individual ACE or otherwise.  
16

17    **Section 4.06. Distribution of Research Reserve.** The Board, subsequent to the  
18 establishment of a Research Reserve pursuant to Section 4.05 hereof, shall release and  
19 authorize the harvesting of the Research Reserve by the Members as specified in the  
20 agreement(s) establishing such reserve. Such release and authorization shall be  
21 conducted in a manner, consistent with this plan, that continues to ensure the Sector ACE  
22 is not exceeded.  
23

24    **Section 4.07. Monitoring Costs Reserve.** Each Member agrees that the Board may  
25 establish a reserve of ACE for each groundfish species for purposes related to monitoring  
26 costs. The terms and conditions for the distribution of ACE placed into the reserve shall  
27 be established through an agreement between the Board and the Member(s) electing to  
28 place ACE in the reserve. The amount of the reserve shall not exceed the ACE of such  
29 Member(s), their Permits, and their participating Vessels, and shall be deducted from the  
30 Sector ACE before such Sector ACE is distributed through Individual ACE or otherwise.  
31  
32

33    **Section 4.07. Fishing History in Sector.** The Members agree that any fishing history,  
34 which is accumulated or established using the Individual ACE attributed to a Member's  
35 Permit while it is participating in the Sector (the "Sector History"), shall be attributed to  
36 such Member's Permit, and not to any other permits. The Members further agree that  
37 any future allocations of Groundfish made within the Sector shall be based on the fishing  
38 history of the Members' Permits that is accumulated during the relevant Qualifying  
39 Period.  
40

41    **Section 4.08. Non-Prejudicial.** It is the intent of the Members that the allocation of  
42 ACE to any Member's Permit related to the Qualifying Period, derived from reports to  
43 NMFS prior to joining the Sector, shall not be diminished or penalized as a result of  
44 participation in the Sector in lieu of participation in the multispecies DAS program.  
45

46    **Section 4.09. ACE Transfer/Carryover.** The Sector may carry up to 10 percent of its

1 unused ACE forward into the next fishing year. Participating Vessels and/or Permits may  
2 transfer Individual ACE to other Participating Vessels and/or Permits, or otherwise pool  
3 or redistribute Individual ACE, provided that the Manager is notified and consents to  
4 such transfer.

5

6 There is no limit on the amount of ACE that can be transferred between Sectors. This  
7 exchange can occur at any time during the fishing year and up to 2 weeks into the  
8 following fishing year. Members must notify the Manager prior to requesting a transfer  
9 of ACE to another Sector and such request must be approved by the Board prior to the  
10 Sector transmitting the ACE transfer request to NMFS. The transfer does not become  
11 effective until approved by NMFS and both Sectors are notified.

12

13 Since ACE transfers may take place after fishing has commenced and it will not be clear  
14 whether sectors are able to balance overages by acquiring ACE until all transfers have  
15 been processed, the Sector recognizes that NMFS will hold 20 percent of the Sector ACE  
16 for each stock in reserve until 61 days after the beginning of the fishing year in order to  
17 ensure that sectors will have sufficient ACE to balance overages from the previous year.

18

19 **Section 4.10. ACE Overages.** Any Sector ACE overage that is not accounted for  
20 through a subsequent ACE transfer will be considered a violation of the Plan and  
21 regulations. NMFS may hold Members and the Sector jointly and severally liable for  
22 such overage as indicated in Article VII below. If the Sector or a Member exceeds its or  
23 their allocation, the overage will be deducted the following year on a pound for pound  
24 basis, after accounting for any transfers. A permanent reduction in Sector ACE will  
25 follow any vessels that leave the Sector.

26

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

33

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

37

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

42

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

1  
2 **Section 4.11 Non-target Fisheries.** The MCCS will undertake measures to avoid or  
3 minimize catching groundfish in non-groundfish fisheries participated in by sector  
4 vessels by adhering to all monitoring and reporting requirements, using gear that  
5 minimizes groundfish bycatch such as nordmore grates and topless trawls in the shrimp  
6 fishery, and adjusting its fishing patterns (time and area restrictions) or its gear at the  
7 request of the Sector Manager if groundfish catch approaches either an individual's or the  
8 Sector's ACE. If at any point an individual or the Sector does not have ACE available  
9 and groundfish catch cannot be avoided in a non-groundfish fishery for which there is not  
10 a separate sub-ACL of groundfish, then its vessels shall not participate in such fisheries.  
11

12 **Article V. ADDITIONAL MEMBERSHIP REQUIREMENTS, RESTRICTIONS,  
13 AND EXEMPTIONS**

14 **Section 5.01. Letters of Authorization and Proof of Sector Membership.** Upon  
15 approval, each sector vessel will be issued a Letter of Authorization (LOA) specifying  
16 any exemptions from Federal regulations and laws. Vessels must comply with all  
17 applicable Federal regulations and laws not specifically exempted in the LOA. Each  
18 Member agrees that its Participating Vessel(s) shall maintain on-board at all times while  
19 fishing for groundfish a LOA from NMFS verifying such Participating Vessels'  
20 participation in the Sector, contact information for the Sector Manager, and a copy of the  
21 Operations Plan and Agreement in effect for the current fishing year.  
22

23 **Section 5.02. Gear Restrictions.** While the primary gears used by Participating Vessels will  
24 be otter trawls and sink gillnets, there is some history of use of other gear including demersal  
25 long lines and handlines. The MCCS is authorized to use any gear allowed by regulations  
26 including automated hook, jigs, handlines, Scottish seines, beam trawls, or pots.  
27

28 **Section 5.03. Area Restrictions.** Each Member and Participating Vessel agrees that it  
29 shall not fish commercially with gear that is capable of harvesting Groundfish outside the  
30 Gulf of Maine Regulated Mesh Area (RMA), the Inshore Georges Bank RMA or the  
31 Offshore Georges Bank RMA, as identified in the Harvesting Rules set forth in Exhibit C  
hereto.  
32

33 **Section 5.04. Area Declarations.** For the purpose of providing the Sector and its  
34 Manager with a greater understanding of the fishing patterns conducted by their  
35 members, the following reporting requirements have been crafted and adopted by the  
36 Sector in collaboration with **all** Northeast Groundfish Sectors in the region. These  
37 provisions afford Sectors an administrative tool to track fishing activity west of the 70:15.  
38 The implementation of the following requirements is conditioned on the adoption of all  
39 Northeast Groundfish Sectors in their FY 2014 Operations Plans. In the event this  
40 provision is not adopted by all Northeast Groundfish Sectors the specifications below will  
not be implemented by this Sector.  
41

42 For the purpose of this rule, the portion of BSA 1 West of 70:15 to the shoreline North to  
43 the Maine Coast and South to Cape Cod would be defined as **Inshore GOM**.  
44

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

4  
5   **When an Observer/Monitor is NOT onboard.**

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

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

13  
14   If the Member declares more than one BSA on the trip, the Member is prohibited from  
15   conducting fishing activity West of the 70:15 in the area described above as the Inshore  
16   GOM and the Member must indicate acknowledgement of this restriction by transmitting  
17   a Trip Start Hail, through their VMS unit or third party software, and check the “b.  
18   Inshore Gulf of Maine” from the list of Sector Ops Plan Provisions in the Trip Start Hail.  
19  
20  
21

22   **Section 5.05. Operators.** Each Member agrees to ensure that any operators of its  
23   Participating Vessels fully comply with the obligations and restrictions set forth in this  
24   Agreement. Each Member further agrees to accept responsibility hereunder for the  
25   actions of any such operators that result in a violation of this Agreement.

26   **Section 5.06. Designated Landing and Departure Ports.** To enable the Members and  
27   the Manager to monitor, observe and verify catches, each Member agrees that each of its  
28   Participating Vessels will only offload fish in, and depart to fish from, the designated  
29   ports as follows (“Remote” locations are noted.):  
30

- 31   1. Portland Harbor, Portland, ME
- 32   2. Port Clyde Harbor, Port Clyde ME (Remote)
- 33   3. Cape Porpoise Harbor, Kennebunkport, ME (Remote)
- 34   4. Kennebunkport Harbor, Kennebunkport, ME (Remote)
- 35   5. Sebasco Harbor, Phippsburg, ME (Remote)
- 36   6. Boothbay Harbor, Boothbay Harbor ME (Remote)
- 37   7. Cundys Harbor, Harpswell, ME (Remote)
- 38   8. Camp Ellis, Saco, ME (Remote)
- 39   9. South Briston, ME (Remote)
- 40   10. Five Islands, ME (Remote)
- 41   11. Bass Harbor, ME (Remote)
- 42   12. Gloucester Harbor, Gloucester, MA (Remote)
- 43   13. Saco, ME (Remote)
- 44   14. Portsmouth, NH (Remote)

45  
46   **Section 5.07. Landing Port Exceptions.** Landings in ports other than those listed in

1   Section 5.06 are permitted on a temporary, case-by-case basis, subject to prior approval  
2   of the Manager; provided, that the Manager determines that the excepted landing will not  
3   impair effective enforcement and monitoring of the Sector and this Agreement. Such  
4   exceptions may be granted at the discretion of the Manager with NMFS OLE approval of  
5   the issue prompting the exemption request. Exemptions may be granted due to weather,  
6   safety concerns, equipment malfunction, or family emergency. For the purposes of this  
7   paragraph, landing port exceptions that are of a significant or prolonged nature, would  
8   include, but not be limited to, more than two exceptions per month for a vessel, or if the  
9   timeframe for any such exception is greater than two days.

10   Section 5.08. Advanced Notice of Offloading. Consistent with the requirements of  
11   Section 6.01, vessels shall notify the Sector Manager through the vessel's Vessel  
12   Monitoring System (VMS) or other means prior to landing, Consistent with Exhibit G,  
13   each Participating Vessel operator must send a trip start hail and a trip end hail six hours  
14   before arrival, or immediately upon leaving the fishing grounds if fishing ends less than  
15   six before landing. An alternative timing for the trip end hail may be implemented during  
16   the 2014 fishing year if agreed upon by the sector, sector monitoring provider, and  
17   NMFS. Vessels shall provide location and approximate time of landing, and estimation of  
18   pounds to be landed. The trip end hail will be sent upon completion of the last tow with  
19   required information.

20   Section 5.09 Exemptions. The M CCS is exempt from certain regulations otherwise  
21   applicable to participants in the Groundfish FMP. Upon approval, each sector vessel will  
22   be issued a Letter of Authorization (LOA) specifying the exemptions granted. Vessels  
23   must comply with all applicable Federal regulations and laws not specifically exempted  
24   in the LOA.

25   *Universal Exemptions*

26   Such exemptions include all of the "universal exemptions" approved as part of the  
27   Groundfish FMP and Amendment 16. These universal exemptions applicable to the  
28   M CCS include the following:

- 29   1. Trip limits on allocated stocks (described more fully in Exhibit C)
- 30   2. Groundfish days-at-sea (DAS) restrictions (note that DAS regulations will still  
31   exist for certain non-groundfish fisheries including monkfish)
- 32   3. Portions of the Gulf of Maine Rolling Closure Areas (described more fully in  
33   Exhibit C)
- 34   4. Georges Bank Seasonal Closed Area
- 35   5. The 6.5-inch minimum mesh size restriction for trawl gear when using a haddock  
36   separator trawl within the Georges Bank Regulated Mesh Area, provided the  
37   vessel uses a codend with at least 6-inch minimum mesh size.

38   *Exemptions Previously Approved for FY 2014*

39   The final rule approving sectors for FY 2010 (75 Fed. Reg. 18113 (April 9, 2010))  
40   approved several additional exemptions for certain sectors. As directed by NMFS,  
41   although these exemptions were approved for FY 2010, 2011, 2012, and 2013 sectors

1 wanting these exemptions for FY 2014 must again include these exemption requests in  
2 their FY 2013 operations plans, but do not need to provide a supporting justification for  
3 these exemptions as NMFS will use the same information from 2010, 2011, 2012 and  
4 2013. The FY 2010, 2011, 2012, 2013 exemptions requested by the MCCS for FY 2014  
5 are as follows:

- 6 • 120-day block requirement out of the fishery for day gillnet vessels
  - 7 ○ This measure was implemented in 1997 under FW 20 (62 FR 15381, April 1,  
8 1997) to help ensure that management measures for Day gillnet vessels were  
9 comparable to effort controls placed on other fishing gear types (the proposed  
10 rule for this action erroneously stated that this action had been implemented  
11 in 1996 under Amendment 7). Regulations at § 648.82(j)(1)(ii) require that  
12 each NE multispecies gillnet vessel declared into the Day gillnet category  
13 declare and take 120 days out of the non-exempt gillnet fishery. Each period  
14 of time taken must be a minimum of 7 consecutive days, and at least 21 of the  
15 120 days must be taken between June 1 and September 30. This measure was  
16 designed to control fishing effort and, therefore, is no longer necessary for  
17 sectors because sectors are restricted to an ACE for each groundfish stock,  
18 which limits overall fishing mortality. Because sector vessels are prohibited  
19 from discarding all legal-sized allocated fish when on a sector trip, and are  
20 restricted by their ACE, vessels will likely fish more selectively, which in  
21 turn, can increase each vessel's catch per unit of effort (CPUE) and reduce  
22 the number of days that fixed gear is in the water. Similarly, protected species  
23 (such as harbor porpoise and humpback whales) may benefit from less fishing  
24 effort and fewer gear days.
- 25 • 20-day spawning block
  - 26 ○ Regulations at § 648.82(g) require vessels to declare out and be out of the NE  
27 multispecies DAS program for a 20-day period each calendar year between  
28 March 1 and May 31, when spawning of cod is most prevalent in the GOM.  
29 While this measure was designed to reduce fishing effort on spawning fish  
30 stocks, sector vessels will utilize an ACE to restrict their fishing mortality.  
31 Undersized fish caught by sector vessels cannot be kept and, additionally, the  
32 catch will count against the sector's ACE. This creates a strong incentive for  
33 sectors to avoid catching undersized fish. In addition, there are minimal  
34 temporal and spatial restrictions associated with this regulation, and allowing  
35 vessel owners to select any 20-day period out of the fishery does not  
36 necessarily prevent them from harvesting spawning fish.
- 37 • Limitation on the Number of Gillnets for Day Gillnet Vessels
  - 38 ○ Vessels are allowed to fish up to 150 gillnets (any combination of flatfish or  
39 roundfish nets) in each of the groundfish regulated mesh areas (RMAs).  
40 Current gear restrictions in the RMAs restrict Day gillnet vessels from fishing  
41 more than: 100 gillnets (of which no more than 50 can be roundfish gillnets)  
42 in the GOM RMA (§ 648.80(a)(3)(iv)(B)(2)); 50 gillnets in the GB RMA (§  
43 648.80(a)(4)(iv)(B)(2)); and 75 gillnets in the SNE and MA RMAs (§

1                   648.80(b)(2)(iv)(B)(1), and § 648.80(c)(2)(v)(B)(1), respectively).  
2                   Regulations require nets to be marked with either one or two tags per gillnet  
3                   depending on the type of net and RMA fished, for the purpose of enforcing  
4                   gillnet limits. These restrictions were implemented in 1996 under  
5                   Amendment 7 and revised in Amendment 13 to prevent an uncontrolled  
6                   increase in the number of nets being fished, thus undermining the applicable  
7                   DAS effort controls. Because this measure was designed to control fishing  
8                   effort, NMFS believes that a net restriction is no longer necessary, since the  
9                   sector is confined to an ACE for each stock, which caps overall fishing effort.  
10                  Vessels are also exempt from the current tagging requirements and, instead,  
11                  will be required to mark their gear with one tag per net. An LOA issued to the  
12                  sector vessels that qualify for this exemption will specify the tagging  
13                  provisions to ensure it is an enforceable provision. Due to concerns for  
14                  spawning cod in 2013, this exemption was approved but limited to use  
15                  outside of Blocks 124 and 125 in May and Blocks 132 and 133 in June.

- 16                  • Prohibition on a vessel hauling another vessel's gillnet gear
  - 17                   ○ This exemption allows one vessel to hauling another vessel's gillnet gear (§§  
18                   648.14(k)(6)(ii)(A) and 648.84). These sectors argued that the regulations  
19                   pertaining to gear-marking controls, setting, and hauling responsibilities are  
20                   no longer necessary, because the sector would be confined to an ACE for  
21                   each stock, and that "community" fixed gear would allow vessel owners  
22                   greater flexibility. In addition, the sectors argued that shared fixed-gear  
23                   fishing effort could potentially reduce the amount of gillnet gear in the water  
24                   and minimize the use of gear to "hold" additional bottom ground. Sectors  
25                   specify in their Operations Plans that all vessels participating in community  
26                   fixed gear will be held jointly liable for any violations associated with that  
27                   gear. An LOA issued to the sector vessels that qualify for this exemption will  
28                   specify the tagging provisions to ensure it is an enforceable provision.

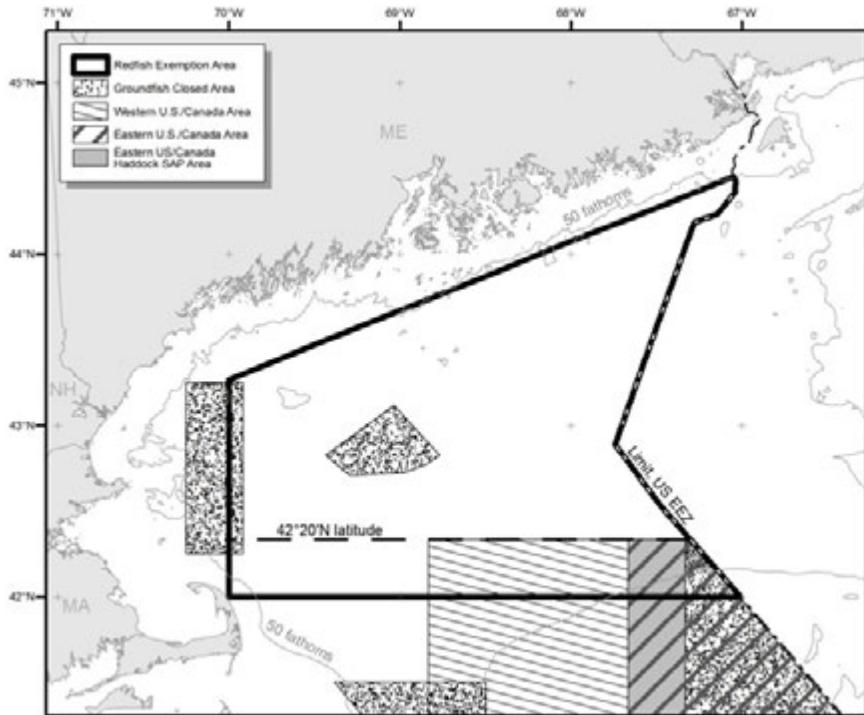
29                  *MCCS members did not utilize this exemption last fishing year and has only been used once  
30                  since the sector has requested the exemption. When it was used it was because one of our  
31                  members had a boat break down and did not wish to leave his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

- 34                  • Limitation on the Number of Gillnets That May Be Hauled on GB When Fishing  
35                  Under a Groundfish/Monkfish DAS
  - 36                   ○ This is an exemption from the limit on the number of gillnets that may be  
37                   hauled on GB when fishing under a groundfish/monkfish DAS. Current  
38                   regulations at § 648.80(a)(4)(iv)(B), which prohibit Day gillnet vessels  
39                   fishing on a groundfish DAS from possessing, deploying, fishing, or hauling  
40                   more than 50 nets on GB, were implemented as a groundfish mortality control  
41                   under Amendment 13. This exemption would increase efficiency of gillnet  
42                   vessels by allowing them to haul additional nets per trip—nets which are  
43                   already permitted in the water under the Monkfish FMP. This exemption does  
44                   not permit the use of additional nets; it only allows nets deployed under  
45                   existing net limits in the NE Multispecies and Monkfish FMPs to be hauled  
46                   more efficiently by vessels dually permitted under both FMPs.
- 47                  • Length and horsepower restrictions of the DAS Leasing Program

- 1           ○ This is an exemption from the number of hooks that a vessel may fish on a  
2           given fishing trip. This measure, which was initially implemented through an  
3           interim action (67 FR 50292, August 1, 2002) and made permanent through  
4           Amendment 13, was designed to control fishing effort and, therefore, is no  
5           longer necessary because the sector is confined to an ACE for each stock,  
6           which restricts fishing mortality. Current regulations (§648.80) prohibit  
7           vessels from fishing or possessing more than 2,000 rigged hooks in the GOM  
8           RMA, more than 3,600 rigged hooks in the GB RMA, more than 2,000 rigged  
9           hooks in the SNE RMA, or more than 4,500 rigged hooks in the MA RMA.  
10          The potential for gear interactions between protected resources and  
11          longline/hook gear is much lower than the interaction potential from bottom  
12          trawl or gillnet gear. In addition, the use of longline/ hook gear minimizes  
13          fishing impacts on benthic habitat.
- 14         • Limit on the number of hooks that can be fished
- 15           ○ This is an exemption from the number of hooks that a vessel may fish on a  
16           given fishing trip. This measure, which was initially implemented through an  
17           interim action (67 FR 50292, August 1, 2002) and made permanent through  
18           Amendment 13, was designed to control fishing effort and, therefore, is no  
19           longer necessary because the sector is confined to an ACE for each stock,  
20           which restricts fishing mortality. Current regulations (§648.80) prohibit  
21           vessels from fishing or possessing more than 2,000 rigged hooks in the GOM  
22           RMA, more than 3,600 rigged hooks in the GB RMA, more than 2,000 rigged  
23           hooks in the SNE RMA, or more than 4,500 rigged hooks in the MA RMA.  
24           The potential for gear interactions between protected resources and  
25           longline/hook gear is much lower than the interaction potential from bottom  
26           trawl or gillnet gear. In addition, the use of longline/ hook gear minimizes  
27           fishing impacts on benthic habitat.
- 28         • VMS power down exemption. This exemption only applies for vessels with NE  
29           multispecies permits that do not have other permits requiring 25 hour VMS (e.g.  
30           scallop).
- 31           ○ The regulations at § 648.10(b)(4) require that a vessel issued certain  
32           categories of NE multispecies permits, or participating in a sector, must have  
33           an operational VMS unit onboard. Additionally, the regulations at §  
34           648.10(c)(1)(i) require that the VMS units onboard a NE multispecies vessel  
35           transmit accurate positional information (i.e., polling) at least every hour, 24  
36           hr per day, throughout the year. Under certain circumstances, the regulations  
37           at § 648.10(c)(2) allow NMFS to issue a LOA allowing vessels to sign out of  
38           the VMS program for a minimum of 30 consecutive days. Because sector  
39           managers are ultimately responsible for ensuring that their sector members  
40           adhere correctly to the Operations Plans requirements, an exemption from the  
41           requirement to power a VMS while at the dock was approved, provided the  
42           vessel is at the dock and not underway. Vessels granted this exemption and  
43           electing to power down must submit the appropriate VMS declaration, as  
44           specified on the sector's LOA. Since sectors may only request exemptions

1 from NE multispecies regulations, this exemption only applies to NE  
 2 multispecies requirements; vessels must continue to comply with the  
 3 requirements of other FMPs for which the vessel is permitted. For instance, a  
 4 vessel in a sector granted this exemption that has a surfclam /ocean quahog  
 5 permit would still need to have an active VMS 24 hr a day, 7 days a week.

- 6 • Exemption from the 6.5-inch mesh size for directed redfish trips  
 7     ○ This exemption allows a sector vessel to fish for Acadian redfish in the  
 8       designated Redfish Exemption Area, described below, using nets with  
 9       codend mesh as small as 6.0 inches on any approved trawl gear.



10  
 11 The Redfish Exemption Area is bounded on the east by the U.S.-Canada  
 12 Maritime Boundary, and bounded on the north, west, and south by the  
 13 following coordinates, connected by straight lines in the order listed:  
 14

Point	N. Lat.	W. Long.	Note
A	44°27.25'	67°02.75'	
B	44°16.25'	67°30.00'	
C	44°04.50'	68°00.00'	
D	43°52.25'	68°30.00'	
E	43°40.25'	69°00.00'	
F	43°28.25'	69°30.00'	
G	43°16.00'	70°00.00'	
H	42°00.00'	70°00.00'	
I	42°00.00'	(67°00.63')	(1)

1           <sup>1</sup>The intersection of 42°00' N. latitude and the U.S.-Canada Maritime  
2           Boundary, approximate longitude in parentheses.  
3

4           Prior to leaving the dock, any vessel that intends to use the redfish  
5           exemption on a trip must declare so through the VMS trip start hail by  
6           checking the box next to "Redfish Trip" under sector exemptions. For all  
7           trips that declare this exemption (including those that do not use the  
8           exemption), NMFS will monitor two monthly catch thresholds:  
9

- 10          • For every trip that declares the exemption, at least 80-percent of the total  
11           groundfish landed must be Acadian redfish; and  
12          • For observed trips that declare the exemption, total groundfish discards  
13           (including redfish), may not exceed 5 percent.  
14

15          • Sampling Exemption

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

30          *This exemption was utilized by two boats within MCCS in FY2013 for a project exploring  
31           new technology for electronic at-sea observer coverage. It is still in use, and the project has  
32           expanded to include six sector boats. It is likely that approximately 150 trips will use this  
33           exemption this fishing year as we have expanded the project ad put cameras on additional  
34           boats.*

- 35           ○

36          **Section 5.10. Potential Redirection of Effort.** Since cuts to allocation that took place at  
37           the beginning of the 2013 fishing year there has been significant redirection of effort into  
38           other fisheries. This is due in part to low allocations and corresponding high lease prices  
39           but mostly it is due to the difficulty many Maine fishermen are having finding fish to  
40           catch.  
41

42          During FY 2012, Maine Coast sector vessels switched fishing efforts into the following  
43           fisheries:  
44

1 Whiting, using small mesh  
2 Elvers, using dipnets  
3 Lobsters, using traps  
4 Swordfish, using hook and line

5  
6 During FY 2013, Maine Coast sector vessels switched fishing efforts into the following  
7 fisheries:

8  
9 Lobster, using traps  
10 Whiting, using small mesh  
11 Herring, using small mesh

12  
13 During FY 2014, Maine Coast sector anticipates a similar redistribution of effort into the  
14 fisheries above, a greater shift into the whiting fishery and many are looking for other  
15 avenues to survive considering the allocation cuts they will be facing next year. At this  
16 point in time it is difficult to determine what the redistribution of effort will look like next  
17 year. There is also interest in aquaculture for many within the sector but it is still too  
18 early to know what options lie ahead for Mainers within that industry.

19  
20 The MCCS has conducted considerable mapping of historic effort by Members and the  
21 Sector Manager will monitor trends and report to NMFS in writing should a significant  
22 and adverse shift in effort occur. The Sector Manager may establish additional area or  
23 gear restrictions designed to mitigate the adverse impacts of such shift, including bycatch  
24 issues (marine mammal or otherwise) should they occur do to spatial shifts in effort or  
25 increases in soak times. In addition to the other monitoring requirements contained in  
26 this Operations Plan, the Manager will also monitor any redirection of effort and will  
27 include that information in the Manager's reports to NMFS. Members that violate related  
28 provisions will be subject to penalties in accordance with Exhibit A of the Operations  
29 Plan. Further, any increase in "equity" issues would be addressed by the Board, which  
30 will be comprised of both gillnet and trawl fishermen.

31  
32 Further, the Members acknowledge that limited redirection of fishing effort onto stocks  
33 not managed under the Plan could occur as a result of insufficient ACE for a directed  
34 fishery on regulated groundfish species. If any redirection occurs they will not redirect  
35 effort onto stocks which are overfished or for which overfishing is occurring. Any  
36 redirection of effort into other fisheries where non-specified gear is used will be closely  
37 monitored throughout the year and reported in the Annual Report. Through the reporting  
38 requirements contained in this Agreement, the Manager will monitor any redirection of  
39 effort and include that information in the Manager's reports to NMFS. Members that  
40 violate this provision will be subject to penalties in accordance with Exhibit A.

41  
42  
43 **Article VI. CATCH MONITORING AND VERIFICATION**

44 **Section 6.01. Sector Hails/Reporting.** Consistent with Exhibit G, each Participating  
45 Vessel operator must send a trip start hail and a trip end hail six hours before arrival, or  
46 immediately upon leaving the fishing grounds if fishing ends less than six before landing.

1 An alternative timing for the trip end hail may be implemented during the 2014 fishing  
2 year if agreed upon by the sector, sector monitoring provider, and NMFS.

3

4 New this fishing year, a vessel must submit a trip-start hail report prior to departing port  
5 at the beginning of each trip notifying the sector manager. The trip start hail will be sent  
6 as an email through VMS to the sector manager and/or NMFS. The message will contain:

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

18  
19 The trip end hail will also be sent as an email through VMS to the sector manager. The  
20 message will contain:

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

33  
34 In accordance with and defined by Amendment 16, all Sector vessels will also be  
35 required to make a declaration to NMFS via VMS prior to departing port identifying  
36 whether they intend to fish in one broad reporting area or multiple reporting areas.  
37 Vessels that fish in multiple areas will be required to provide additional daily reports to  
38 NMFS as required by Amendment 16.

39  
40 For trips less than 6 hours in length or occurring within 6 hours of port, the estimated time of  
41 arrival to port will be provided in the trip start hail. The trip end hail will be sent upon  
42 completion of the last tow with required updated information. An alternative timing for the  
43 trip end hail may be implemented during FY 2014 if agreed upon by the sector, the  
44 monitoring provider, and NMFS.

45

1 The sector will submit required reports using the format and procedure prescribed by  
2 NMFS.

3

4 **Section 6.02. Participating Vessel Catch Reports.** To enable each Member and the  
5 Sector to monitor the Members' compliance with this Agreement, each Member agrees to  
6 report each of its Participating Vessels' entire catch by species on a landing-by-landing  
7 basis, by providing the Manager with a copy of the official Vessel Trip Report, Electronic  
8 Vessel Trip Report (EVTR), or other reporting document authorized by NMFS within 24  
9 hours of offloading retained catch or prior to departing on a subsequent trip, whichever  
10 occurs first, in the form and manner prescribed by the Manager. Vessels will either  
11 submit an electronic VTR or a paper VTR As provided in Section 3.05, the sector  
12 manager will retain and maintain all sector data, including records of all paper and  
13 electronic VTRs.

14

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

21

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

33

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

43

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

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

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

7 The Maine Coast Community Sector will participate in the Northeast Fisheries Observer  
8 Program (NEFOP) and the NMFS-funded at-sea monitoring (ASM) program. Any  
9 additional ASM coverage beyond the NMFS-funded level will be provided pursuant to an  
10 independent contract between the Sector and a NMFS approved provider. This additional  
11 ASM coverage will have vessel and trip selection coordinated through NMFS, will be  
12 conducted in the same manner with the same protocols as the NMFS-funded ASM  
13 program, and will use approved at-sea monitors, unless otherwise instructed. Also, this  
14 additional coverage will not be allowed to replace or interfere with either the coverage of  
15 NEFOP or the NMFS-funded ASM program. The Sector manager will maintain a  
16 database of all catch data, including but not limited to VTR, dealer, monitor, and observer  
17 data. NMFS will provide the Sector with data from NEFOP and ASM program.

18  
19  
20 **Section 6.07 Observer Safety.** The Sector Manager will work with the at sea monitoring  
21 Vendors and Participating Vessels to ensure they meet the minimum safety standards.

22  
23 **Section 6.08 Pre-trip Notification.** The designated ports for departure are identified in  
24 section 5.05. For the pre-trip at sea monitoring notification, the Sector Vessels will  
25 notify NEFOP a minimum of 48 hours prior to deployment and shall occur via a  
26 telephone call or online. Day boats may notify NEFOP for all trips up to 9 days in  
27 advance. The Vendor is required to be capable of taking telephone calls 24hrs per day, 7  
28 days per week. Once the Vendor receives notice of a trip, they shall notify the Sector  
29 Manager, NEFOP and OLE via electronic mail or telephone. Exhibit H provides further  
30 details of related protocols.

31 **Section 6.09 Electronic Data Transfers.** Data from observed trips shall be provided  
32 electronically to the Vendor, the Sector Manager, the NEFSC and NMFS, in a format  
33 approved by NMFS, as it becomes available.  
34

35 **Section 6.10 Discard Rates.** The Sector manager (or his designated representative) will  
36 derive stock specific discards for each trip. If the trip is observed by either an ASM or a  
37 NEFOP observer, discards will be derived based on data collected during that trip and  
38 will account for all hauls (observed and unobserved) on that trip. If the trip is not  
39 observed, discards will be derived using the NMFS-provided discard rate resulting from  
40 the NMFS (peer-reviewed and approved) method to estimate 'in-season' discard rates.  
41

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

1 meeting other Program requirements.

2  
3 **Article VII. ENFORCEMENT**

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

10  
11 **Section 7.02. Liability.** The Members acknowledge and agree that the Sector itself is a  
12 legal entity, and therefore may be held liable for violations of the law, applicable  
13 regulations, and this Agreement committed by its members. Each Member participating  
14 in the Sector must comply with all applicable requirements and conditions of this  
15 Agreement and their Letter(s) of Authorization. It shall be unlawful and subject to  
16 enforcement by NMFS for the Sector or any Members to violate any such conditions and  
17 requirements unless they are identified as exclusive to the administration of the Sector.  
18 Those conditions and requirements that are considered to be exclusive to the  
19 administration of the Sector which are contained in the following sections:

- 20
- 21 • **Section 1.02. Organization and Authority**
  - 22 • **Section 2.01. Voluntary Membership**
  - 23 • **Section 2.02. Scope of Membership Obligations**
  - 24 • **Section 2.03. Length of Commitment**
  - 25 • **Section 2.04. New Members**
  - 26 • **Section 2.05. Permit Transfers**
  - 27 • **Section 2.06. Membership Dues**
  - 28 • **Section 2.08. Right of First Refusal for Permit Transfers**
  - 29 • **Section 2.09. Right of First Refusal for ACE Transfers**
  - 30 • **Section 2.10. Release of Confidential Data**
  - 31 • **Section 3.01. Sector Manager**
  - 32 • **Section 3.02. Manager Authority**
  - 33 • **Section 3.04. Procedures for Investigations**
  - 34 • **Section 3.07 Sector Board and Officers**
  - 35 • **Section 4.01. Sector Allocation**
  - 36 • **Section 4.02. Annual Distribution, Consolidation, and Harvest**
  - 37 • **Section 4.03. Sector ACE Reserve**
  - 38 • **Section 4.04. Distribution of Sector ACE Reserve**
  - 39 • **Section 4.05. Research Reserve**
  - 40 • **Section 4.06. Distribution of Research Reserve**
  - 41 • **Section 5.04. Operators**
  - 42 • **Section 5.10. Potential Redirection of Effort**
  - 43 • **Section 6.04. Catch Verification**

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

5  
6   **Section 7.03. Joint and Several Liability and Restrictions on Fishing Activity.** The  
7   Members also acknowledge and agree that a violation of this Agreement or applicable  
8   federal fishery regulations by one or more Members (or the Members' Permits,  
9   Participating Vessels or Participating Vessels' operators, if any) that causes the Sector to  
10   exceed its ACE for any species, or a hard total allowable catch or "hard-TAC", or results  
11   in the discarding of legal sized fish or the misreporting of catch (landings or discards),  
12   could subject the Sector and its Members to joint and several liability for civil penalties  
13   and permit sanctions pursuant to 15 C.F.R. Part 904.

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

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

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

1  
2     **Section 7.06. Penalties and Attorneys' Fees.** Penalties for any violations of this  
3 Agreement shall, to the extent addressed in the Schedule of Penalties, be limited to the  
4 amounts set forth on the Schedule of Penalties plus all costs, fees and expenses, including  
5 attorneys fees, incurred by the Sector or, in a case in which the Sector does not take  
6 enforcement action, by the Members bringing such action, in enforcing the provisions of  
7 this Agreement. To the extent the Schedule of Penalties addresses such matter, the  
8 Members and the Sector hereby waive any claims to actual, direct, or indirect damages,  
9 and instead agree that payment of the amounts set forth on the Schedule of Penalties and  
10 costs of enforcement shall be their sole remedy for breaches of this Agreement. In  
11 connection with any legal proceeding related to this Agreement, the non-prevailing party  
12 shall pay the prevailing party's reasonable costs and attorney's fees associated with the  
13 proceeding.

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

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

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

36     **Section 7.10. Indemnification.** Each party that violates this Agreement (the  
37 "Indemnitor") hereby severally agrees to indemnify, defend and hold harmless the other  
38 parties hereto (each, an "Indemnitee") in respect of their respective Losses; provided, that  
39 such Losses result or arise from a third party claim or governmental proceeding brought  
40 against or involving the Indemnitee, which is based on or relates to such Indemnitor's (or  
41 its Permits', its Participating Vessels' or such Participating Vessels operators', if different  
42 from such Indemnitor) (i) violation of applicable laws, rules or federal fishery regulations  
43 or (ii) breach of any covenant, agreement or obligation contained in this Agreement, the  
44 Harvesting Rules or other Sector requirements as may be adopted under the terms of this  
45 Agreement or the Sector's Bylaws. The indemnification obligations of the parties hereto

1 shall be several and not joint and several. For the purposes of this Section 7.10, "Losses"  
2 shall mean any and all claims, liabilities, obligations, judgments, liens, injunctions,  
3 charges, orders, decrees, rulings, damages, dues, assessments, taxes, losses, fines,  
4 penalties, expenses, fees, costs, amounts paid in settlement (including reasonable  
5 attorneys' and witness fees and disbursements in connection with investigating,  
6 defending or settling any action or threatened action) arising out of any claim, complaint,  
7 demand, cause of action, action, suit or other proceeding asserted or initiated or otherwise  
8 existing. The obligations under this Section 7.10 shall survive the termination of this  
9 Agreement and the expulsion of any Member pursuant to Article VIII.

10

11 **Article VIII. EXPULSION OF MEMBERS**

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

20

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

37

38 **Article IX. TERM/TERMINATION**

39 This Agreement takes effect upon the approval hereof by the Regional Administrator in  
40 accordance with 50 CFR Part 648.87 and terminates on the last day of the 2014 fishing  
41 year (which occurs in April 2015) (the "Term"). The Term of this Agreement may be  
42 extended by the written consent of the Members. Such written consent to extend the  
43 Term of this Agreement shall be given 20 calendar days in advance of the date by which  
44 the Sector's Operations Plan and Agreement for the upcoming fishing year must be

1 submitted to NMFS. Notwithstanding the foregoing, if NMFS shall not approve the  
2 Sector's Operations Plan and Agreement, as the same may be amended, for any fishing  
3 year during the Term or any extension thereof, then this Agreement shall terminate on the  
4 last day of the last fishing year for which the Sector's Operations Plan and Agreement  
5 shall have received approval from NMFS.

6

7 **Article X. MISCELLANEOUS**

8 **Section 10.01. Entire Agreement.** This Agreement, including the Exhibits hereto, the  
9 Schedule of Penalties and any other documents incorporated by reference herein,  
10 constitutes the entire agreement among the parties and supersedes any prior  
11 understandings, agreements, or representations by or among the parties, written or oral, to  
12 the extent they related in any way to the subject matter hereof.

13 **Section 10.02. Succession and Assignment.** This Agreement and all of the provisions  
14 hereof shall be binding upon and inure to the benefit of the parties and their respective  
15 successors and permitted assigns, but neither this Agreement nor any of the rights,  
16 interests or obligations hereunder shall be assigned by any party, including by operation  
17 of law, without the prior written consent of the Manager, such consent not to be  
18 unreasonably withheld or delayed, nor is this Agreement intended to confer upon any  
19 person except the parties hereto any rights, interests, benefits, obligations or remedies  
20 hereunder. Any assignment in contravention of this Agreement shall be null and void.

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

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

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

35 **Section 10.06. Change in Law.** If and to the extent that any laws or regulations that  
36 govern any aspect of this Agreement shall change, so as to make any aspect to this  
37 Agreement unenforceable, then the parties agree to make such modifications to this  
38 Agreement as may be reasonably necessary for this Agreement to accommodate any such  
39 legal or regulatory changes, without materially changing the overall benefits or  
40 consideration expected hereunder by the parties.

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

9    **Section 10.08. Amendments and Waivers.** No amendment of any provision of this  
10   Agreement shall be valid unless the same shall be in writing and signed by each of the  
11   Members.

12   **Section 10.09. Severability.** Any term or provision of this Agreement that is held  
13   invalid or unenforceable in any situation shall not affect the validity or enforceability of  
14   the remaining terms and provisions hereof or the validity or enforceability of the  
15   offending term or provision in any other situation.

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

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

21

1           IN WITNESS WHEREOF, the undersigned party has executed the Maine Coast  
2 Community Sector Operations Plan and Agreement for Fishing Year 2014, as of the date  
3 written above.

4  
5 Pursuant to section 402(b)(1)(F) of the Magnuson-Stevens Fishery Conservation and Management Act, 16 U.S.C  
6 §1881a(b)(1)(F), the undersigned hereby authorizes the release to the manager of the Maine Coast Community  
7 Groundfish Sector of information that may be or is considered to be confidential or privileged by the Magnuson-  
8 Stevens Act or other federal law regarding the catch of all species (both federal and state managed) associated with the  
9 Moratorium Right Identifiers (MRIs) enrolled in the sector submitted to the National Marine Fisheries Service that the  
10 undersigned has authority to access. This information includes data required to be submitted or collected by NMFS,  
11 including but not limited to days-at-sea allocation and usage, vessel trip reports, dealer reports, Northeast Fishery  
12 Observer Program data, catch and landings history data, historic landings, sector at-sea monitoring data, and all other  
13 information associated with the vessel, MRI #, and/or permit records.

14  
15 In addition to the Sector Manager, the Sector Data Specialist and the Fisheries Program Coordinator may be allowed  
16 access to this data for specific projects as approved by the Sector Manager.

17  
18 **The electronic copy of the signatures is attached in a separate file**

19  
20 Signature:\_\_\_\_\_

21 Name/Company:\_\_\_\_\_

22 MRI #:\_\_\_\_\_

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

25

26 Signature:\_\_\_\_\_

27 Name/Company:\_\_\_\_\_

28 MRI #:\_\_\_\_\_

29

30 Signature:\_\_\_\_\_

31 Name/Company:\_\_\_\_\_

32 MRI #:\_\_\_\_\_

33

34 Signature:\_\_\_\_\_

35 Name/Company:\_\_\_\_\_

36 MRI #:\_\_\_\_\_

1 **EXHIBIT A**

2

**Maine Coast Community Groundfish Sector Penalty Schedule**

<b>VIOLATION</b>	<b>FIRST*</b>	<b>SECOND*</b>	<b>THIRD*</b>
<b>VIOLATIONS REGARDING PERMITS, REPORTING, DOCUMENTATION, EXEMPTION PERMIT REQUIREMENTS</b>			
Violations including but not limited to: late or non-reporting; Discarding of legal sized fish.	Up to \$100 (and/or stop fishing order)	\$100-\$500 (and/or stop fishing order)	\$500- (and/or stop fishing order)
Violations including but not limited to: providing false statements or supporting documentation on applications or reports to the Sector; failure to comply with a permit condition/ restriction/ letter of authorization or exemption issued by the Sector; failure to notify Manager of intent to leave Sector by the December 1 preceding the start of the next fishing year; providing false statements; failure to participate in the Sector Catch Monitoring Program; interfering with onboard data collectors; or failing to comply with VMS/DAS requirements. NOTE: While technical and minor violations may result in a letter of warning, due to the critical importance of timely and accurate reporting it is likely that even first time reporting violations will result in a penalty.	Up to \$5,000 (and/or stop fishing order)	\$5,000-\$15,000 (and/or stop fishing order)	\$20,000- (and/or stop fishing order)
<b>VIOLATIONS REGARDING TIME AND AREA RESTRICTIONS</b>			
Violations including, but not limited to: exemption areas, closed fisheries, closed seasons, restricted gear/management areas and ACE violations.	Up to \$50,000 (stop fishing order for 30 days)	\$50,000- \$100,000 (unable to fish for the remainder of the fishing year)	Expulsion

3

<b>VIOLATIONS THAT PLACE THE SECTOR AGREEMENT AT RISK</b>				
<b>VIOLATIONS REGARDING MEMBERSHIP COMMITMENT</b>				
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 MCCS allocation to be in violation of its agreement.	Up to \$50,000 (loss of fishing rights for 365 days)	Expulsion		
Violation of 50 CFR Part 48 or failing to remain in the Sector for the Commitment Period (i.e., breach of Section 2.03 of the Agreement).	\$10,000	N/A	N/A	

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

1   **EXHIBIT B**

2

3   **SECTOR AND INDIVIDUAL ACE ALLOCATION**

4   **Fishing Year 2014**

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

7   As determined in Groundfish Amendment 16, “Sector ACE” will be based on the landings  
 8   history of each permit brought into the Sector for the time period FY1996-FY2006 (the  
 9   “Potential Sector Contribution” or “PSC”). The Sector ACE, therefore, is the sum of all of the  
 10   individual permit ACE’s brought into the Sector. As determined by MCCS Members, the initial  
 11   individual allocation of the Sector ACE to its Members will be equal to each Member’s  
 12   individual Potential Sector Contribution, and is referred to as an “Individual ACE”.

14   Table B.1 shows the preliminary Sector ACE as a percentage of the overall total allowable catch  
 15   and total pounds basis for each allocated species. This estimate is based on the final roster as of  
 16   December 1, 2011 and may be subject to final adjustment by NMFS. Individual ACE allocations  
 17   will be received and maintained by each individual Member and the Sector Manager.

19   **Table B.1– Sector ACE**

20   **As a Percentage of the Total Allowable Catch for 2014**

21   **[SECTOR PERMITS THAT HAVE NOT BEEN RENEWED FOR THE CURRENT  
 22   FISHING YEAR ARE NOT REPRESENTED IN THESE NUMBERS]**

<b>StockName</b>	<b>Cumulative PSC (%)</b>	<b>Total Pounds (Live Weight)</b>
GB Cod East	0.2109	688
GB Cod West		7536
GOM Cod	4.5966	84110
GB Haddock East	0.0394	8696
GB Haddock West		6230
GOM Haddock	2.5516	12375
American Plaice	7.5566	230234
Witch Flounder	0.50606	68055
GB Winter Flounder	0.682	508
GOM Winter Flounder	1.9623	30918
SNE/MA Winter Flounder	0.194	5174
Redfish	2.5013	582599
White Hake	4.3958	414589
Pollock	3.7971	1107016
GB Yellowtail Flounder	0.00352	19
SNE / MA Yellowtail Flounder	0.6667	8289
CC/GOM Yellowtail Flounder	1.0513	11101
Windowpane Flounder (Northern)	0	0
Windowpane Flounder Southern)	0	0
Ocean Pout	0	0
Atlantic Wolffish	0	0

Atlantic Halibut	0	0
------------------	---	---

Notes: Sector vessels are prohibited from landing ocean pout, Atlantic Wolffish, northern and southern windowpane flounder. Atlantic halibut is limited to 1 per trip.

As indicated in section 4.09 and Exhibit C, ACE may be pooled or transferred within the Sector. In addition, transfers of ACE between Sectors must also be authorized by NMFS. The Members of the MCCS are all smaller-scale fishermen from coastal Maine, an area that has already experienced substantial consolidation. Nonetheless, there may be some redistribution of ACE within the Sector. As indicated in Table B.2, there are 47 enrolled permits and 34 potentially active vessels.

#### Table B.2 – MCCS Participants

Permits	46
Potential Active Vessels	34
Active Fishing Vessels	20
Primarily Gillnet Only	12
Primarily Trawl Only	8
Primarily Handlines	0
Trawl and Gillnet	1
Target Groundfish	20

In FY 2013, 50% of the permits enrolled in the Maine Coast Community Sector are attached to vessels actively fishing for NE multispecies. For FY 2014, the Maine Coast Community Sector has 47 permits currently enrolled. Of those permits 20 are anticipated to actively fish for NE multispecies in FY 2014. An additional 4 to 8 may participate in the fishery depending on costs, stocks, and the state of their business.

While these numbers may change, the Maine Coast Sector expects that, compared to FY 2013, there will be an expansion in fishing activity to what previously occurred among the Maine Coast Community Sector as the share of ACE contributed by member permits is fished by more active vessels. The sustained lower allocated pounds of key stocks similar to FY 2013 suggests that fishing activity will be similar, though a few non-active boats in FY 2013 have indicated that they will fish in 2014. Compared to FY 2013, there will be more active fishermen in the NE Multispecies fishery. .

1    **EXHIBIT C**  
2

3    **HARVESTING RULES**

4    **Fishing Year 2014**

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

6

7    The Members and the Participating Vessels of the Sector agree to be legally bound to follow the  
8    Harvesting Rules for the fishing year 2014 as described herein notwithstanding those rules and  
9    regulations applicable to Common Pool multispecies vessels.

10    **QUOTA MANAGEMENT**  
11

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

15

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

19

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

28

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

31

---

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

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

5  
6   6. Additional Measures to Prevent Ace Overages: The Sector Manager will provide Sector  
7 Members with a monthly report detailing their remaining Individual ACE for each stock and the  
8 remaining Sector ACE for each stock for the Sector. In addition, when an individual Member's  
9 remaining Individual ACE reaches less than 50 percent for any stock, or when the Sector's  
10 remaining Sector ACE for a stock reaches less than 50 percent, the Sector Manager will provide  
11 Members with a report detailing their remaining Individual ACE and the Sector's remaining  
12 Sector ACE at the conclusion of each trip.

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

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

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

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

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

44  
45   10. Full Retention of Legal-Size Groundfish: All legal size Groundfish harvested during any

1 fishing operation must be retained and counted against the Sector and Individual ACE, unless  
2 otherwise accounted for through a sub-ACL, except that ocean pout, northern windowpane  
3 flounder, southern windowpane flounder, Atlantic wolffish and southern New England winter  
4 flounder shall not be retained, and there will be a 1 fish per trip limit on Atlantic halibut, as  
5 required by Amendment 16 and its implementing regulations.

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

9 **ADMINISTRATIVE**

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

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

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

22 **Infractions Committee.** The Board shall appoint an infractions committee (“Infractions  
23 Committee”) consisting of a minimum of three Members. For more details on the Infractions  
24 Committee see Section 3.03 and 3.04 of the Operations Plan and Agreement

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

30  
31 **Length of Commitment.** Each Member hereby agrees to cause each of its Permits and the  
32 related Participating Vessels enrolled in the Sector at the beginning of the fishing year following  
33 the date on which such Member enrolled in the Sector to remain enrolled in the Sector for that  
34 entire (one) fishing year. For more details on the membership commitment please see section  
35 2.03 of the Sector Operations Plan and Agreement.

36  
37 **Right of First Refusal.** To the extent that a Member sells, leases or transfers its Permit or  
38 Allocation to another individual or entity outside of the sector in compliance with section 2.04 of  
39 the Sector Operations Plan the Maine Coast Community Sector and Sector Members shall have  
40 seven (7) days to execute a right of first refusal. For an allocation lease, the right of first refusal  
41 will be executed at the agreed upon price by letting the Sector Manager know of the intent to

1 pick up that right of first refusal. For a sale of a permit outside of the sector, the right of first  
2 refusal begins once the sector manager receives a bonafide offer from the purchaser. Please see  
3 section 2.08 and 2.09 of the Sector Operations Plan and Agreement for more details on the right  
4 of first refusal.

5  
6 **Section 2.06. Membership Dues.** The Sector may, to the extent necessary for the payment of  
7 the costs and expenses associated with the administration and management of the Sector  
8 (including the payment of the Manager's salary or at sea monitoring costs), require payment by  
9 the Members of annual membership dues and/or poundage fees. Such annual membership dues  
10 and/or poundage fees shall be fixed by resolution of the Board on a fair and equitable basis prior  
11 to the commencement of the applicable fishing year or at such other time as the Board may deem  
12 necessary or appropriate. For fishing year 2014, dues will be paid in the form of poundage fees  
13 of 3% landings value on all groundfish landed and 5% fee on all allocation leased outside the  
14 sector.

15  
16 **GEAR RESTRICTIONS**

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

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

29  
30 14. **Spawning Block Exemption:** If approved by NMFS, Participating Vessels are not required to  
31 comply with the 20-day spawning block (March–May) requirement. Participating Vessels must  
32 continue to comply with all other applicable spawning season restrictions not specifically noted  
33 as exempted herein, in accordance with the groundfish FMP and NMFS regulations.

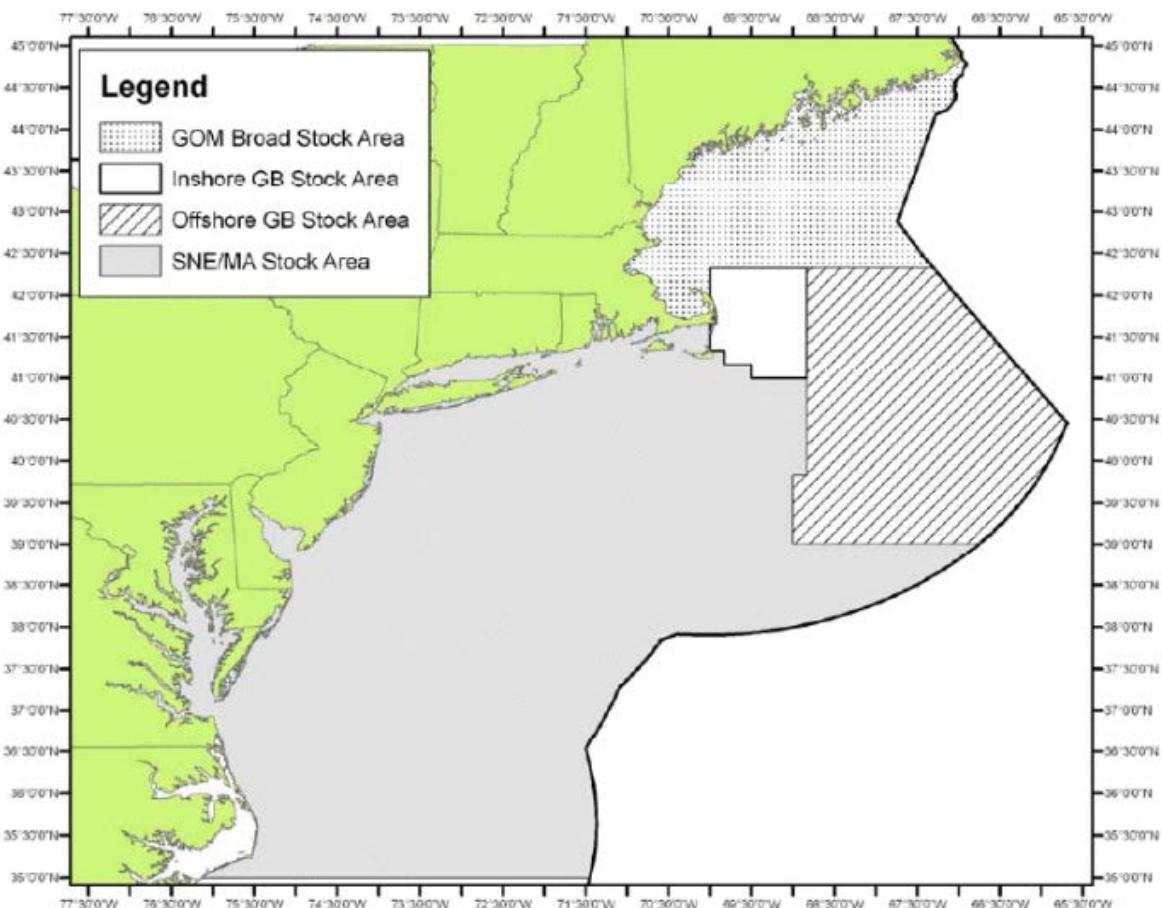
34  
35 15. **Day Gillnet Limit Exemption:** If approved by NMFS, Participating Vessels are not required  
36 to adhere to the regulatory limitation on the number of gillnets for day gillnet vessels. A sector  
37 vessel may fish up to 150 roundfish or flatfish nets in any of the RMAs, not to exceed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

41  
42 16. **Gear Hauling Exemption:** If approved by NMFS, Participating Vessels may haul another  
43 vessel's gillnet gear.

1  
2 17. Hook Limitation Exemption: If approved by NMFS, Participating Vessels are not required to  
3 adhere to the regulatory limitation on the number of hooks that may be fished.  
4  
5

6 19. Operating Area: Participating vessels are restricted to fishing in the Gulf of Maine Regulated  
7 Mesh Area or Georges Banks, Inshore Georges Bank Stock Area, and the Offshore Georges  
8 Bank Stock Area when using fishing gear capable of catching any regulated species managed  
9 under the Groundfish Plan. The geographic boundaries of the management area are, shown in  
10 the chart below.

11  
12 **New England Groundfish Stock Areas**



13  
14  
15 **AREA DECLARATIONS**

16 For the purpose of these Harvesting Rules, Broad Stock Area (BSA) 1—West of 70:15 to the  
17 shoreline North to the Maine Coast and South to Cape Cod is to be defined as **Inshore GOM**.  
18 For the 2014 fishing season the following declarations must be made before fishing. For more  
19 details of this rule, please see EXHIBIT H to this document.

1  
2 **When an Observer/Monitor is onboard.** The Sector Vessel may declare and fish in all Broad  
3 Stock Areas, including the portion of BSA 1 defined as the Inshore GOM in section 5.04.  
4

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

6 If the Sector Vessel intends to fish West of the 70:15 in the area described in Section 5.04 of this  
7 operation plan as the Inshore GOM, at any time during a trip, the vessel must declare BSA 1 only  
8 and the Sector Vessel may not conduct any fishing activity outside of the area defined as BSA 1  
9 for the entire trip.  
10

11 If the vessel declares more than one Broad Stock Area on a trip, the vessel is prohibited from  
12 conducting fishing activity West of the 70:15 in the area described in Section 5.04. as the Inshore  
13 GOM.  
14

15 **Monitoring**

16 **Dockside:** The Maine Cost Community Sector will not be participating in a dockside monitoring  
17 program for the fishing year 2014.  
18

19 **At Sea Monitoring Program:**

20 See at sea monitoring description above.  
21

1    **EXHIBIT D**  
2

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

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

7    [See attachment D]  
8  
9  
10

**EXHIBIT F****OWNERSHIP INTERESTS  
OF AT LEAST THREE VESSELS****[Provided in Attachment F]****Table 1 Sector Information**

Summary of Maine Coast Community Sector and Operations Plan for Fishing Year 2014		
1	Sector Parameters	Description
2	Primary Fishing Locations (Broad Stock Areas)	Gulf of Maine, Inshore Georges Bank, Offshore Georges Bank
3	Gear	Trawl: 45% Gillnet: 55%
4	Primary homeports and landing ports	1. Portland Harbor, Portland, ME 2. Port Clyde Harbor, Port Clyde ME 3. Cape Porpoise Harbor, Kennebunkport, ME 4. Cundys Harbor, Harpswell, ME

5	Secondary homeports and landing ports	1. Camp Ellis, Saco, ME 2. Gloucester Harbor, Gloucester, MA 3. Boothbay Harbor, Boothbay Harbor ME 4. Kennebunkport Harbor, Kennebunkport, ME 5. Sebasco Harbor, Phippsburg, ME 6. Five Islands, ME 7. Bass Harbor, ME 8. South Bristol, ME
6	Number of participants	Total permits enrolled in the Sector: 47 Number of active vessels: 20
Note: Active Vessels are those enrolled in this sector that intend to land groundfish during the 2014 fishing year.		

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15

## **EXHIBIT G**

### **MAINE COAST COMMUNITY SECTOR AT-SEA MONITORING PLAN FOR 2014**

The Maine Coast Community Sector will use the NMFS-designed ASM program for FY 2014.

#### **Sector Operational and Logistical Details**

General fishing operations information for the FY2014 Sector is anticipated to be as follows:

Vessels will primarily depart from the following ports:

- Portland Harbor, Portland, ME
- Port Clyde Harbor, Port Clyde ME
- Cape Porpoise Harbor, Kennebunkport, ME

- 1     • Kennebunkport Harbor, Kennebunkport, ME  
2     • Sebasco Harbor, Phippsburg, ME  
3     • Boothbay Harbor, Boothbay Harbor ME  
4     • Cundys Harbor, Harpswell, ME  
5     • Camp Ellis, Saco, ME  
6

7     Approximately 15-22 vessels plan to operate on “Sector trips” (incl. targeted groundfish, spiny  
8     dogfish, skate, and monkfish trips).

9     “Dayboat” vessel trip length ranges from 3 hours to several days, with most trips ranging from  
10    10 to 16 hours.

11    Approximately 700-800 Sector trips anticipated (majority of effort will focus on June, July,  
12    August and September).

13    **Hail:**

14    Transmission of all vessel hails must be either as an email via Vessel Monitoring System (VMS)  
15    or some other electronic method, as determined by the sector. In all instances hail notification  
16    must be provided by the sector manager (SM) to NOAA Fisheries Office for Law Enforcement  
17    (OLE); the mechanism for hail notification must be detailed in the sector’s operations plan.

18    Prior to leaving port on a sector trip for which catch will count against sector annual catch  
19    entitlements (ACE), each sector vessel must hail trip start, meaning notify the SM that the vessel  
20    is departing on a sector trip. The trip start hail must include vessel permit number, the trip ID#  
21    (which is the VTR number on the first VTR page used for that trip), and estimated trip duration.  
22    At the appropriate time before landing (detailed below), the sector vessel must hail trip end. For  
23    all trips greater than 6 hours in length, and occurring more than 6 hours from port, vessels must  
24    hail trip end at least 6 hours in advance of landing. For trips less than 6 hours in length, or  
25    occurring within 6 hours of port, trip end hail notification time must be defined in the sector’s  
26    operations plan, after being agreed upon by the sector, and OLE.

27    The following must be included in a trip start hail:

- 28     • Operator’s Permit Number  
29     • VTR serial number  
30     • Whether an observer/at-sea monitor was deployed on board  
31     • Usage of specific sector exemptions  
32     • Usage of specific operations plan provisions  
33     • Landing port city  
34     • Landing state (abbreviation)An estimate of the date and time of arrival to port;  
35     • An estimate of the date and time offload (conditionally required)  
36     • Comments  
37     • and any other information as instructed by the Regional Administrator or sector manager.

1       For trips less than 6 hours in length or occurring within 6 hours of port, the estimated time of  
2 arrival to port will be provided in the trip start hail. The trip end hail will be sent upon  
3 completion of the last tow with required updated information. An alternative timing for the trip  
4 end hail may be implemented during FY 2014 if agreed upon by the sector, the monitoring  
5 provider, and NMFS

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

- 8       •      Operator's Permit Number  
9       •      Vessel Trip Report (VTR) serial number  
10       •      First landing port city  
11       •      First landing state (abbreviation)  
12       •      Dealer/Offload Location  
13       •      Estimated time and date of arrival  
14       •      Estimated time and date of offload  
15       •      Second offload port city  
16       •      Second offload state (abbreviation)(if used)  
17       •      Total groundfish kept in pounds  
18       •      Total non-groundfish kept in pounds  
19       •      Comments (required as directed by the sector manager or Regional Administrator)

20       If the vessel retains a portion of the landings from a trip to be offloaded during a future landing  
21 event, the VTR for the trip on which the landings were caught must include those landings with  
22 the code for fish retained for future sale. The VTR for the subsequent trip, after which the  
23 retained landings are finally sold, must include the previously retained landings in addition to the  
24 current landings from trip. The previously retained landings must be identified by a unique code  
25 on the VTR. Landings will only count against ACE once.

26       NMFS will maintain a NEFOP/ASM database and will provide the Sector with data from  
27 NEFOP and the ASM program.

28       **EXHIBIT H**

29       **INSHORE GULF OF MAINE DECLARATION**

30       For the purpose of providing the Sector and its Manager with a greater understanding of the  
31 fishing patterns conducted by their members, the following reporting requirements have been  
32 crafted and adopted by the Sector in collaboration with **all** Northeast Groundfish Sectors in the  
33 region. These provisions afford Sectors an administrative tool to track fishing activity west of the  
34 70:15. The implementation of the following requirements is conditioned on the adoption of all  
35 Northeast Groundfish Sectors in their FY 2014 Operations Plans. In the event this provision is  
36 not adopted by all Northeast Groundfish Sectors the specifications below will not be  
37 implemented by this Sector.

38       For the purpose of "**Section 5.04. Area Declarations**" of the Sector Operations Plan, the portion  
39 of BSA 1 West of 70:15 to the shoreline North to the Maine Coast and South to Cape Cod would

1    be defined as **Inshore GOM**.  
2

3    **When an Observer/Monitor is onboard.** The Sector Vessel may declare and fish in all Broad  
4    Stock Areas, including the portion of BSA 1 defined as the Inshore GOM in section 5.04.  
5

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

7    If the Sector Vessel intends to fish West of the 70:15 in the area described in Section 5.04 of this  
8    operation plan as the Inshore GOM, at any time during a trip, the vessel must declare BSA 1 only  
9    and the Sector Vessel may not conduct any fishing activity outside of the area defined as BSA 1  
10   for the entire trip.  
11

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

16   The Sector Manager and Sector Members will work together to determine how the declaration  
17   requirements above will be completed using the existing VMS systems or an alternative third  
18   party reporting system.

**2014 Maine Coast Community Sector Table 3.1-1**

Sector Member	MRI #	Federal Permits	State Permits	Enrolled in MCCS	Active?
ALEXANDER TODD	1809	Bluefish, Herring, Scallop, American Lobster Trap, Monkfish, Multispecies, Ocean Quahog, Surf Clam, Squid, Butterfish, Mackerel	ME: Shrimp	Yes	N
ARNOLD (JOE) NICKERSON /HAYLEY MARITIME INC	97	Bluefish, Spiny Dogfish, Herring, Scallop, American Lobster Trap, Monkfish, Multispecies, Red Crab, Skate, Squid, Butterfish, Mackerel and Tilefish.	ME: Lobster, Shrimp, Scallop, and Commercial Fishing	Yes	Y
BRIAN DURANT	130	Bluefish, Spiny Dogfish, Herring, Lobster Trap, Monkfish, Multispecies, Red Crab, Skate, Squid, Butterfish, Mackerel and Tilefish	ME: Lobster and Shrimp	Yes	Y
BRIAN PEARCE / DANNY BOY FISHERIES	78	Bluefish, Spiny Dogfish, Herring, Multispecies, Monkfish, Red Crab, Scup, Skate, Squid/Butterfish, Mackerel, Tilefish	ME: Shrimp, Commercial Fishing	Yes	Y
BRYAN BICHREST	2341	Spiny Dogfish, Herring, Lobster Trap, Monkfish, Quahog, Surf Clam, Squid, Butterfish and Mackerel	ME: Lobster, Herring and Commercial Fishing	Yes	Y
BRYAN BICHREST	5	Spiny Dogfish, Multispecies, Lobster Trap	ME: Lobster	Yes	Y
BRYAN BICHREST	2204	Bluefish, Spiny Dogfish, Herring, Monkfish, Multispecies, Red Crab, Skate, Squid/Butterfish, Mackerel, Tilefish		Yes	Y
BRYAN KELLEY	1686	American Lobster, Herring, Monkfish, Bluefish	Halibut, Shrimp, Scallop, Lobster,	YES	N
CORY HAWKES	17	American Lobster, Monkfish (E), Squid/Mackerel/Butterfish	ME: Lobster, Elver, Commercial Fishing, Shrimp	Yes	N
DALE MARTEL /FATHERS & SONS FISHERIES	1864	Scallop, Monkfish, Multispecies, Surf Clam, Mackerel, Squid, Butterfish, Spiny Dogfish, Bluefish, Tilefish, Shark Incidental, Herring, Lobster Trap, Red Crab and Skate	ME: Lobster	Yes	Y
DAVID HORNER	431	American Lobster, Bluefish, Herring, Monkfish, Multispecies, Ocean Quahog Red Crab, Scallop, Skate, Spiny Dogfish, Squid/Butterfish, Tilefish	Lobster, Scallop, Halibut, Shrimp, Pelagic,	YES	N
DONALD J PAULSEN	235	Spiny Dogfish, Summer Flounder, Monkfish, Multispecies, Scup, Skate, Loligo, Butterfish and Mackerel	ME: Shrimp and Scallop	Yes	N
GARY & ROGER LIBBY/ R & B FISHERIES INC	1474	Bluefish, Spiny Dogfish, Herring, Lobster Non- Trap, Monkfish, Multispecies, Red Crab, Skate and Tilefish	ME: Shrimp	Yes	Y
GARY HATCH /GALLEY HATCH FISHERIES	1446	Bluefish, Spiny Dogfish, Herring, Monkfish, Multispecies, Red Crab, Skate, Squid, Butterfish, Mackerel and Tilefish	ME: Lobster and Shrimp	Yes	N
GARY HAWKES	2052	Lobster Trap, Monkfish, Multispecies, Quahog, Red Crab, Skate, Squid, Butterfish and Mackerel	ME: Lobster, Bait Gillnet, Shrimp and Halibut	Yes	N
GERALD CUSHMAN / WINDSONG CORP	419	Bluefish, Spiny Dogfish, Herring, Monkfish, Multispecies, Skate, Squid, Butterfish and Mackerel	ME: Lobster and Shrimp	Yes	N
GERALD CUSHMAN / WINDSONG CORP	268	Bluefish, Summer Flounder, Herring, Lobster, Monkfish, Multispecies, Red Crab, Scup, Loligo/Butterfish, Tilefish		Yes	N
HAROLD TODD / LAUREN WATTS	276	Bluefish, Spiny Dogfish, Summer Flounder, Herring, Lobster Trap, Monkfish, Multispecies, Quahog, Red Crab, Surf Clam, Squid, Butterfish, Skate and Mackerel	(ME) Shrimp, Scallop	Yes	N
KELO S PINKHAM	163	Bluefish, Spiny Dogfish, Summer Flounder, Herring, Lobster Trap, Monkfish, Multispecies, Quahog, Red Crab, Surf Clam, Squid, Butterfish, Skate and Mackerel	ME: Lobster and Shrimp	Yes	Y

<b>Sector Member</b>	<b>MRI #</b>	<b>Federal Permits</b>	<b>State Permits</b>	<b>Enrolled in MCCS</b>	<b>Active?</b>
MITCHELL T NUNAN	1823	Bluefish, Spiny Dogfish, Herring, Scallop, Lobster Trap, Monkfish, Multispecies, Quahog, Surf Clam, Skate, Squid, Butterfish, Mackerel and Tilefish	ME: Lobster	Yes	Y
SCOTT CARTER	87	Scallop, Monkfish, Multispecies, Tilefish, Lobster Trap and Skate	ME: Lobster, Scallop and Shrimp	Yes	N
PRESTON S CARTER	1445	Monkfish, Multispecies, Lobster Trap and Skate	ME: Lobster, Scallop and Shrimp	Yes	N
RANDY V CUSHMAN /MELONY CUSHMAN	383	Spiny Dogfish, Herring, Monkfish, Multispecies, Quahog, Red Crab, Surf Clam, Skate, Mackerel and Tilefish	ME:Scallop, Shrimp and Quahog	Yes	Y
REINIER NIEUWKERK / FV HANNAH JO LLC	2404	Bluefish, Spiny Dogfish, Herring, Lobster Non Trap, Lobster Trap, Monkfish, Multispecies, Skate, Squid, Butterfish and Mackerel	ME: Lobster, Commercial Fishing, and Shrimp	Yes	Y
REINIER NIEUWKERK / FV HANNAH JO LLC	290	Spiny Dogfish, Herring, Lobster Non Trap, Lobster Trap, Monkfish, Multispecies, Quahog, Scup, Surf Clam, Squid, Butterfish and Mackerel	ME: Lobster , Shrimp	Yes	Y
REINIER/LUCINDA NIEUWKERK	2237	Spiny Dogfish, Herring, Monkfish, Multispecies, Squid, Butterfish and Mackerel	None	Yes	Y
ROBERT BICHLER	2260	Spiny Dogfish, Herring, Lobster Trap, Monkfish, Multispecies, Squid, Butterfish and Mackerel	ME: Lobster	Yes	Y
ROBERT EUGLEY	192	Bluefish, Spiny Dogfish, Herring, Lobster, Monkfish, Multispecies, Red Crab, Skate, Squid/Butterfish, Mackerel	Shrimp, Herring, Dragged Crab, Whelk, Periwinkle, Lobster	Yes	N
ROBERT ODLIN/DIVING ADVENTURES INC.	2358	Bluefish, Spiny Dogfish, Herring, Scallop, American Lobster Non Trap, Lobster Trap, Monkfish, Multispecies, Ocean Quahog,Red Crab, Skate, Squid, Butterfish, Makcerel, Tilefish	ME: Shrimp	Yes	Y
ROGER & GLEN LIBBY /HILDA & HELEN INC	112	Bluefish, Spiny Dogfish, Herring, Scallop, Monkfish, Multispecies, Red Crab, Skate and Tilefish	ME: Shrimp, Scallop and Commercial Fishing	Yes	Y
ROGER ALLARD	1441	Bluefish, Spiny Dogfish, Herring, Lobster, Monkfish, Multispecies, Red Crab, Skate and Tilefish	ME: Lobster and Commercial Fishing	Yes	Y
RUSSELL DAGGETT	2273	Bluefish, Spiny Dogfish, Lobster Trap, Monkfish, Multispecies, Squid, Butterfish and Mackerel	ME: Lobster and Quahog	Yes	Y
RUSSELL DAGGETT	49	Spiny Dogfish, Lobster Trap, Monkfish, Multispecies, Skate, Squid, Butterfish and Mackerel	ME: Lobster, Quahog	Yes	Y
JOHN DAGGETT	1256	Bluefish, Spiny Dogfish, American Lobster, Monkfish, Mackerel	None	Yes	Y
STEVEN C BENNER /LORRAINE BENNER	286	Herring, Scallop, Monkfish, Multispecies, and Skate	ME: Shrimp	Yes	Y
TAD MILLER /JOHN V MILLER INC	1642	Bluefish, Spiny Dogfish, Herring, Lobster Non Trap, Lobster Trap, Monkfish, Multispecies, Quahog, Red Crab, Surf Clam, Skate, Squid, Butterfish, Mackerel and Tilefish	MA: Squid, Fluke, Lobster Non Trap ME: Shrimp and Commercial Fishing	Yes	N
THE ISLAND INSTITUTE	402	Spiny Dogfish, American Lobster, Monkfish (D), Multispecies, Skate, Squid/Mackerel/Butterfish	None	Yes	N
THE NATURE CONSERVANCY	455	American Lobster, Atlantic Mackerel, Bluefish, Herring, Monkfish, Multispecies,Red Crab, Scup, Skate, Spiny Dogfish, Squid/Butterfish, Summer Flounder, Tilefish	None	YES	N
THE NATURE CONSERVANCY AND THE ISLAND INSTITUTE	1801	Monkfish, Multispecies, Spiny Dogfish, Bluefish, Tilefish, Herring, Red Crab, Skate, Lobster Trap, and Lobster Non-Trap	ME: Shrimp	Yes	N



MAINE COAST  
COMMUNITY  
SECTOR

Maine Coast Community Sector  
PO Box 112  
Topsham, ME 04086  
207-619-1755 • 866-876-3564(fax)

February 24, 2014

IN WITNESS WHEREOF, the undersigned party has executed the Maine Coast Community Sector Operations Plan and Agreement for Fishing Year 2014, as of the date first written above.

Signature:

Name/Company: Robert Eugley: Katie & Sarah

MRI #: 192



MAINE COAST  
COMMUNITY  
SECTOR

Maine Coast Community Sector  
PO Box 112  
Topsham, ME 04086  
207-619-1755 • 866-876-3564(fax)

February 24, 2014

IN WITNESS WHEREOF, the undersigned party has executed the Maine Coast Community Sector Operations Plan and Agreement for Fishing Year 2014, as of the date first written above.

Signature: Willis M. Spear

Name/Company: Willis Spear: Easy Does It INC

MRI #: 164

Under the condition that the Maine Coast Community Sector, its' Manager, Sector Data Specialist & Fisheries Program Coordinator cannot access my lobster landing trip reports to the N.M.F.S.

The lobster landing reports having nothing to do with ground fish.

If this above understanding is not agreed upon by the sector, I withdraw from the sector.

Sincerely,  
Willis M. Spear



MAINE COAST  
COMMUNITY  
SECTOR

Maine Coast Community Sector  
PO Box 112  
Topsham, ME 04086  
207-619-1755 • 866-876-3564(fax)

February 24, 2014

IN WITNESS WHEREOF, the undersigned party has executed the Maine Coast Community Sector Operations Plan and Agreement for Fishing Year 2014, as of the date first written above.

Signature: Theresa W Casamassa

Name/Company: Tom Casamassa: Theresa Irene III

MRI #: 1835

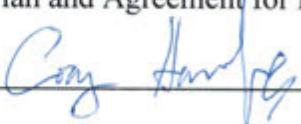


MAINE COAST  
COMMUNITY  
SECTOR

Maine Coast Community Sector  
PO Box 112  
Topsham, ME 04086  
207-619-1755 • 866-876-3564(fax)

February 24, 2014

IN WITNESS WHEREOF, the undersigned party has executed the Maine Coast Community Sector Operations Plan and Agreement for Fishing Year 2014, as of the date first written above.

Signature: 

Name/Company: Cory Hawkes: Ashley Nicole

MRI #: 17



MAINE COAST  
COMMUNITY  
SECTOR

Maine Coast Community Sector  
PO Box 112  
Topsham, ME 04086  
207-619-1755 • 866-876-3564(fax)

February 24, 2014

IN WITNESS WHEREOF, the undersigned party has executed the Maine Coast Community Sector Operations Plan and Agreement for Fishing Year 2014, as of the date first written above.

Signature: Steve Benner

Name/Company: Steve Benner: High Roller

MRI #: 286



MAINE COAST  
COMMUNITY  
SECTOR

Maine Coast Community Sector  
PO Box 112  
Topsham, ME 04086  
207-619-1755 • 866-876-3564(fax)

February 24, 2014

IN WITNESS WHEREOF, the undersigned party has executed the Maine Coast Community Sector Operations Plan and Agreement for Fishing Year 2014, as of the date first written above.

Signature:

Gary Hatch

Press

Name/Company: Gary Hatch: Galley Hatch Fisheries INC

MRI #: 1446



MAINE COAST  
COMMUNITY  
SECTOR

Maine Coast Community Sector  
PO Box 112  
Topsham, ME 04086  
207-619-1755 • 866-876-3564(fax)

February 24, 2014

IN WITNESS WHEREOF, the undersigned party has executed the Maine Coast Community Sector Operations Plan and Agreement for Fishing Year 2014, as of the date first written above.

Signature: Mitchell Nunan

Name/Company: Mitchell Nunan: Pretender

MRI #: 1823



MAINE COAST  
COMMUNITY  
SECTOR

Maine Coast Community Sector  
PO Box 112  
Topsham, ME 04086  
207-619-1755 • 866-876-3564(fax)

February 24, 2014

IN WITNESS WHEREOF, the undersigned party has executed the Maine Coast Community Sector Operations Plan and Agreement for Fishing Year 2014, as of the date first written above.

Signature: Kelo S. Pinkham

Name/Company: Kelo S. Pinkham: Jeanne C

MRI #: 163



MAINE COAST  
COMMUNITY  
SECTOR

Maine Coast Community Sector  
PO Box 112  
Topsham, ME 04086  
207-619-1755 • 866-876-3564(fax)

February 24, 2014

IN WITNESS WHEREOF, the undersigned party has executed the Maine Coast Community Sector Operations Plan and Agreement for Fishing Year 2014, as of the date first written above.

Signature: Roger Allard  
Name/Company: Roger Allard: Wade's Way Robyn Elizabeth  
MRI #: 1441



MAINE COAST  
COMMUNITY  
SECTOR

Maine Coast Community Sector  
PO Box 112  
Topsham, ME 04086  
207-619-1755 • 866-876-3564(fax)

February 24, 2014

IN WITNESS WHEREOF, the undersigned party has executed the Maine Coast Community Sector Operations Plan and Agreement for Fishing Year 2014, as of the date first written above.

Signature:

Name/Company: Ira Miller: Julie Ann

MRI #: 1642



MAINE COAST  
COMMUNITY  
SECTOR

Maine Coast Community Sector  
PO Box 112  
Topsham, ME 04086  
207-619-1755 • 866-876-3564(fax)

February 24, 2014

IN WITNESS WHEREOF, the undersigned party has executed the Maine Coast Community Sector Operations Plan and Agreement for Fishing Year 2014, as of the date first written above.

Signature:

Name/Company: Gerry Cushman: Bugcatcher INC

MRI #: 419

Signature:

Name/Company: Gerry Cushman: Generation

MRI #: 268



MAINE COAST  
COMMUNITY  
SECTOR

Maine Coast Community Sector  
PO Box 112  
Topsham, ME 04086  
207-619-1755 • 866-876-3564(fax)

February 24, 2014

IN WITNESS WHEREOF, the undersigned party has executed the Maine Coast Community Sector Operations Plan and Agreement for Fishing Year 2014, as of the date first written above.

Signature: Geoffrey Smith 2/27/14

Name/Company: Geoffrey Smith: The Nature Conservancy

MRI #: 455



MAINE COAST  
COMMUNITY  
SECTOR

Maine Coast Community Sector  
PO Box 112  
Topsham, ME 04086  
207-619-1755 • 866-876-3564(fax)

February 24, 2014

IN WITNESS WHEREOF, the undersigned party has executed the Maine Coast Community Sector Operations Plan and Agreement for Fishing Year 2014, as of the date first written above.

Signature: *Robert M. Odlin*

Name/Company: Robert Odlin: Diving Adventures INC

MRI #: 2358



MAINE COAST  
COMMUNITY  
SECTOR

Maine Coast Community Sector  
PO Box 112  
Topsham, ME 04086  
207-619-1755 • 866-876-3564(fax)

February 24, 2014

IN WITNESS WHEREOF, the undersigned party has executed the Maine Coast Community Sector Operations Plan and Agreement for Fishing Year 2014, as of the date first written above.

Signature: 

Name/Company: Glen Libby : Hilda & Helen INC

MRI #: 112



MAINE COAST  
COMMUNITY  
SECTOR

Maine Coast Community Sector  
PO Box 112  
Topsham, ME 04086  
207-619-1755 • 866-876-3564(fax)

February 24, 2014

IN WITNESS WHEREOF, the undersigned party has executed the Maine Coast Community Sector Operations Plan and Agreement for Fishing Year 2014, as of the date first written above.

Signature: Randy Cushman

Name/Company: Randy Cushman: Ella Christine

MRI #: 383



MAINE COAST  
COMMUNITY  
SECTOR

Maine Coast Community Sector  
PO Box 112  
Topsham, ME 04086  
207-619-1755 • 866-876-3564(fax)

February 24, 2014

IN WITNESS WHEREOF, the undersigned party has executed the Maine Coast Community Sector Operations Plan and Agreement for Fishing Year 2014, as of the date first written above.

Signature: 

Name/Company: Gary Libby: Leslie & Jessica, R&B Fisheries INC

MRI #: 1474



MAINE COAST  
COMMUNITY  
SECTOR

Maine Coast Community Sector  
PO Box 112  
Topsham, ME 04086  
207-619-1755 • 866-876-3564(fax)

February 24, 2014

IN WITNESS WHEREOF, the undersigned party has executed the Maine Coast Community Sector Operations Plan and Agreement for Fishing Year 2014, as of the date first written above.

Signature: 

Name/Company: Robert Bichrest: Beverly Joyce

MRI #: 2260



MAINE COAST  
COMMUNITY  
SECTOR

Maine Coast Community Sector  
PO Box 112  
Topsham, ME 04086  
207-619-1755 • 866-876-3564(fax)

February 24, 2014

IN WITNESS WHEREOF, the undersigned party has executed the Maine Coast Community Sector Operations Plan and Agreement for Fishing Year 2014, as of the date first written above.

Signature:

A handwritten signature in black ink, appearing to read "Troy Bichrest: Pamela Grace".

Name/Company:

Troy Bichrest: Pamela Grace

MRI #:

1815

Signature:

A handwritten signature in black ink, appearing to read "Troy Bichrest: Jethro".

Name/Company:

Troy Bichrest: Jethro

MRI #:

196

Signature:

A handwritten signature in black ink, appearing to read "Troy Bichrest: Three's Enough".

Name/Company:

Troy Bichrest: Three's Enough

MRI #:

461



MAINE COAST  
COMMUNITY  
SECTOR

Maine Coast Community Sector  
PO Box 112  
Topsham, ME 04086  
207-619-1755 • 866-876-3564(fax)

February 24, 2014

IN WITNESS WHEREOF, the undersigned party has executed the Maine Coast Community Sector Operations Plan and Agreement for Fishing Year 2014, as of the date first written above.

Signature: Glenn Robbins

Name/Company: Glenn Robbins: F/V Western Sea

MRI #: 2040



MAINE COAST  
COMMUNITY  
SECTOR

Maine Coast Community Sector  
PO Box 112  
Topsham, ME 04086  
207-619-1755 • 866-876-3564(fax)

February 24, 2014

IN WITNESS WHEREOF, the undersigned party has executed the Maine Coast Community Sector Operations Plan and Agreement for Fishing Year 2014, as of the date first written above.

Signature: Alex Todd

Name/Company: Alexander Todd: Jacob and Joshua INC

MRI #: 1809



MAINE COAST  
COMMUNITY  
SECTOR

Maine Coast Community Sector  
PO Box 112  
Topsham, ME 04086  
207-619-1755 • 866-876-3564(fax)

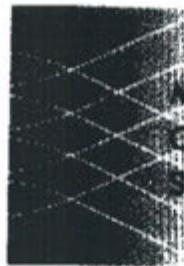
February 24, 2014

IN WITNESS WHEREOF, the undersigned party has executed the Maine Coast Community Sector Operations Plan and Agreement for Fishing Year 2014, as of the date first written above.

Signature: Vincent Balzano

Name/Company: Vincent Balzano: Balzano LLC

MRI #: 222



Maine Coast Community Sector  
PO Box 112  
Topsham, ME 04086  
207-619-1755 • 866-876-3564(fax)

February 24, 2014

IN WITNESS WHEREOF, the undersigned party has executed the Maine Coast Community Sector Operations Plan and Agreement for Fishing Year 2014, as of the date first written above.

Signature: Russell Daggett

Name/Company: Russell Daggett: Sarah Gale

MRI #: 2273

Signature: Russell Daggett

Name/Company: Russell Daggett: Ann Marie

MRI #: 42

Signature: (Signature crossed out)

Name/Company: Russell Daggett: Junker

MRI #: 1256

*sold permit  
to John Daggett*



MAINE COAST  
COMMUNITY  
SECTOR

Maine Coast Community Sector  
PO Box 112  
Topsham, ME 04086  
207-619-1755 • 866-876-3564(fax)

February 24, 2014

IN WITNESS WHEREOF, the undersigned party has executed the Maine Coast Community Sector Operations Plan and Agreement for Fishing Year 2014, as of the date first written above.

Signature: Gary E Hawkes

Name/Company: Gary Hawkes: Amanda Elizabeth

MRI #: 2052



MAINE COAST  
COMMUNITY  
SECTOR

Maine Coast Community Sector  
PO Box 112  
Topsham, ME 04086  
207-619-1755 • 866-876-3564(fax)

February 24, 2014

IN WITNESS WHEREOF, the undersigned party has executed the Maine Coast Community Sector Operations Plan and Agreement for Fishing Year 2014, as of the date first written above.

Signature: Brian Durant

Name/Company: Brian Durant: Free Bird

MRI #: 130



MAINE COAST  
COMMUNITY  
SECTOR

Maine Coast Community Sector  
PO Box 112  
Topsham, ME 04086  
207-619-1755 • 866-876-3564(fax)

February 24, 2014

IN WITNESS WHEREOF, the undersigned party has executed the Maine Coast Community Sector Operations Plan and Agreement for Fishing Year 2014, as of the date first written above.

Signature: Arnold Nickerson

Name/Company: Arnold Nickerson: Hayley Ann, Hayley Maritime INC

MRI #: 97



MAINE COAST  
COMMUNITY  
SECTOR

Maine Coast Community Sector  
PO Box 112  
Topsham, ME 04086  
207-619-1755 • 866-876-3564(fax)

February 24, 2014

IN WITNESS WHEREOF, the undersigned party has executed the Maine Coast Community Sector Operations Plan and Agreement for Fishing Year 2014, as of the date first written above.

Signature:

Name/Company: Harold Todd Watts: Megaltay

MRI #: 276

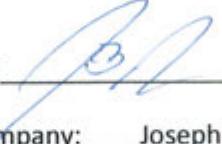


MAINE COAST  
COMMUNITY  
SECTOR

Maine Coast Community Sector  
PO Box 112  
Topsham, ME 04086  
207-619-1755 • 866-876-3564(fax)

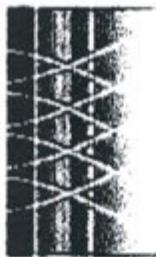
February 24, 2014

IN WITNESS WHEREOF, the undersigned party has executed the Maine Coast Community Sector Operations Plan and Agreement for Fishing Year 2014, as of the date first written above.

Signature: 

Name/Company: Joseph B. Leask: November Gale

MRI #: 1653



MAINE COAST  
COMMUNITY  
SECTOR

Maine Coast Community Sector  
PO Box 112  
Topsham, ME 04086  
207-619-1755 • 866-876-3564 (fax)

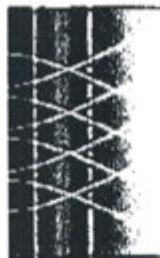
February 24, 2014

IN WITNESS WHEREOF, the undersigned party has executed the Maine Coast Community Sector Operations Plan and Agreement for Fishing Year 2014, as of the date first written above.

Signature: Preston S. Carter, Jr.

Name/Company: Preston Carter, Shannon Dawn

MRI #: 1445



MAINE COAST  
COMMUNITY  
SECTOR

Maine Coast Community Sector  
PO Box 112  
Topsham, ME 04086  
207-619-1755 • [866-876-3564] (fax)

February 24, 2014

IN WITNESS WHEREOF, the undersigned party has executed the Maine Coast Community Sector Operations Plan and Agreement for Fishing Year 2014, as of the date first written above.

Signature: R. Carter F/V Farinah Ruth

Name/Company: Scott Carter; Farinah Ruth

MRI #: 2273





MAINE COAST  
COMMUNITY  
SECTOR

Maine Coast Community Sector  
PO Box 112  
Topsham, ME 04086  
207-619-1755 • 866-876-3564(fax)

February 24, 2014

IN WITNESS WHEREOF, the undersigned party has executed the Maine Coast Community Sector Operations Plan and Agreement for Fishing Year 2014, as of the date first written above.

Signature: \_\_\_\_\_

Name/Company: Island Institute Fishing Permits INC

MRI #: 402

Signature: \_\_\_\_\_

Name/Company: Island Institute Fishing Permits INC

MRI #: 1801



MAINE COAST  
COMMUNITY  
SECTOR

Maine Coast Community Sector  
PO Box 112  
Topsham, ME 04086  
207-619-1755 • 866-876-3564(fax)

February 24, 2014

IN WITNESS WHEREOF, the undersigned party has executed the Maine Coast Community Sector Operations Plan and Agreement for Fishing Year 2014, as of the date first written above.

Signature: Bryan Bichrest

Name/Company: Bryan Bichrest: Safe Haven

MRI #: 5

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

Signature: Bryan Bichrest

Name/Company: Bryan Bichrest: Safe Haven

MRI #: 2341

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

Signature: Bryan Bichrest

Name/Company: Bryan Bichrest: Safe Haven

MRI #: 2204



Maine Coast Community Sector  
PO Box 112  
Topsham, ME 04086  
207-619-1755 • 866-876-3564(fax)

February 24, 2014

IN WITNESS WHEREOF, the undersigned party has executed the Maine Coast Community Sector Operations Plan and Agreement for Fishing Year 2014, as of the date first written above.

Signature: Dale K Martel

Name/Company: Dale Martel; F/V Endeavor, Fathers and Sons Fisheries INC

MRI #: 1864



MAINE COAST  
COMMUNITY  
SECTOR

Maine Coast Community Sector  
PO Box 112  
Topsham, ME 04086  
207-619-1755 • 866-876-3564(fax)

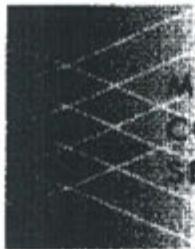
February 24, 2014

IN WITNESS WHEREOF, the undersigned party has executed the Maine Coast Community Sector Operations Plan and Agreement for Fishing Year 2014, as of the date first written above.

Signature: Brian Pearce

Name/Company: Brian Pearce: Danny Boy Fisheries INC

MRI #: 78



MAINE COAST  
COMMUNITY  
SECTOR

Maine Coast Community Sector  
PO Box 112  
Topsham, ME 04086  
207-619-1755 • 866-876-3564(fax)

February 24, 2014

IN WITNESS WHEREOF, the undersigned party has executed the Maine Coast Community Sector Operations Plan and Agreement for Fishing Year 2014, as of the date first written above.

Signature:

Name/Company: Bryan Kelley: Homemade Ava's Lava

MRI #: 1686



Maine Coast Community Sector  
PO Box 112  
Topsham, ME 04086  
207-619-1755 • 866-876-3564(fax)

February 24, 2014

IN WITNESS WHEREOF, the undersigned party has executed the Maine Coast Community Sector Operations Plan and Agreement for Fishing Year 2014, as of the date first written above.

Signature:

Name/Company: Knoep Nieuwkerk: Hannah Jo

MRI #: 290

Signature:

Name/Company: Knoep Nieuwkerk: Cutter

MRI #: 2404

Signature:

Name/Company: Knoep Nieuwkerk: Cammie Kendrick

MRI #: 2237



Maine Coast Community Sector  
PO Box 112  
Topsham, ME 04086  
207-619-1755 • 866-876-3564(fax)

February 24, 2014

IN WITNESS WHEREOF, the undersigned party has executed the Maine Coast Community Sector Operations Plan and Agreement for Fishing Year 2014, as of the date first written above.

Signature:

A handwritten signature in black ink that reads "John R. Daggett". The signature is fluid and cursive, with "John" and "R." being more stylized and "Daggett" being more clearly legible.

Name/Company: John Daggett: Junker

MRI #: 1256



MAINE COAST  
COMMUNITY  
SECTOR

Maine Coast Community Sector  
PO Box 112  
Topsham, ME 04086  
207-619-1755 • 866-876-3564(fax)

February 24, 2014

IN WITNESS WHEREOF, the undersigned party has executed the Maine Coast Community Sector Operations Plan and Agreement for Fishing Year 2014, as of the date first written above.

Signature: Donald Paulsen II

Name/Company: Donald Paulsen II: Misty Mae

MRI #: 235



MAINE COAST  
COMMUNITY  
SECTOR

Maine Coast Community Sector  
PO Box 112  
Topsham, ME 04086  
207-619-1755 • 866-876-3564(fax)

February 24, 2014

IN WITNESS WHEREOF, the undersigned party has executed the Maine Coast Community Sector Operations Plan and Agreement for Fishing Year 2014, as of the date first written above.

Signature: David Horner

Name/Company: David Horner: Luke & Grace

MRI #: 431

## Operationalizing Open-Source Electronic Monitoring Systems in New England Groundfish Sectors

### Project Objectives

- Through collaboration between Ecotrust Canada, Gulf of Maine Research Institute, The Nature Conservancy and Maine Coast Community Sector, a cost effective Electronic Monitoring (EM) system will be developed and operationalized in the New England groundfish fishery to meet federal technical specifications and collect data comparable to the At Sea Monitor (ASM) program of the National Marine Fisheries Service (NMFS).

### Project Overview

- Test open-source EM technology on seven active groundfish vessels of two different gear types (gillnet and trawl).
- Compare data collected by EM systems with those self-reported by the fisherman participants and with those collected by the NMFS Northeast Fishery Observer Program (NEFOP) and ASM programs.
- Test the feasibility of integrating EM data with haul-by-haul fishing log data, electronically.
- Further the work commissioned by NMFS in EM weight estimation and species identification by applying length to weight relationships and volumetric methodology in an operational environment.
- Transfer knowledge through partnerships and to increase the capacity for the support of EM programs in New England.

### Data Collection

#### All vessels: Hardware Components

- Central control box
  - 32 GB solid state OS hard drive
  - 500 GB solid state removable data drive
  - Uninterrupted power supply (UPS)
- Keyboard & monitor
- GPS
- Hydraulic pressure sensor
- Three digital (IP) cameras
- Powered IP switch

#### Selected vessels: On four vessels one of the following additional fishing activity sensors will be installed:

1. Digital haul effect sensor
2. Analog haul effect sensor
3. Reflective optical sensor
4. Distance sensor

### Software Configuration

- Data is logged from the GPS and hydraulic pressure sensor every second while system powered.
- High frame-rate video capture triggered by hydraulic sensor at the start of fishing activity. On selected vessels high frame-rate video capture could be triggered by an additional sensor.
- Video capture drops to low-frame after a pre-determined duration once sensor(s) have indicated that fishing activity has ended.
- The video from camera 1 with a view of the entire deck is captured at 5 frames per second (fps) with the H264 codec.
- The video from camera 2 with a close up view of the discard area is captured at 10 fps with the H264 codec.
- The video from camera 3 with an outboard view of rail discards is captured at 10 fps with the H264 codec.
- Project logbook data will be captured by participating captains on a haul-by-haul basis in the EM systems integrated eLog or through an existing method (FLNDRS or paper log).

### Fish Handling Procedures

- All discards must be handled in view of the discard camera.
- For species where discarding using the chute or regular discard area (i.e. large skates or sharks), the discarding must occur in the area of the rail/deck that is captured by the third camera.
- On a trawl vessel, Annual Catch Entitlement (ACE) managed species to be discarded are either sorted by species into baskets or fish are placed on a measurement grid (marked on the deck, sorting table, or discard chute).
- On a gillnet vessel, ACE managed species will be placed in a parallel orientation in relation to the measuring device on the conveyor belt.
- All non-compliant fish to be discarded will be returned to the sea as soon as practicable once data collection has occurred.

### Data Handling

- EM system hard drives will store up to 4 – 6 weeks of data.
- Hard drives will be retrieved on a weekly basis.
- The data from each hard drive will be copied and archived then uploaded to a server and accessed securely over the Internet for analysis.
- When logbook data has not been entered directly into the eLog integrated with the EM system or collected by ASM/NEFOP programs it will be converted into an appropriate format for analysis.
- At the end of the project, all raw project data will be destroyed except for the raw data released by the project participants (e.g., sample video clips approved by the vessel owner).

### Data Analysis

#### Sensor Data Analysis

- 100% of the sensor data will be automatically analysed to identify hauls.

- Hauls identified in the EM data will be automatically aligned with hauls reported in the logbook and when available hauls identified by the ASM/NEFOP programs.
- An analyst will verify the data alignment.

#### Video Analysis

- 10% of the hauls from each uploaded batch of data will be video reviewed.
- For each haul reviewed the following will be recorded;
  - A visual weight *estimate* for each retained species. These weight estimates will be based on either individual fish counts or basket counts depending on species and gear type.
  - The species, life status and treatment of each incidental take of a marine mammal or protected species, and
  - For all discarded ACE managed species a length per fish or an estimate of their volume (measured through basket capacity).
- Fish length will be converted to weights using accepted weight to length ratios by species and volumes will be converted to weights using appropriate densities for each species measured.

#### Data Comparison

- The following data will be compared at the haul level between EM and logbook and the ASM/Observer program when available;
- The date, time and location of each haul and when possible each set,
- All estimated retained weights by species,
- Incidental takes, and
- ACE managed discarded species weights.
- Each comparison will be reported to participants in an effort to improve logbook self-reporting.

#### Final Report

- Will include objectives, methods, results, discussion and conclusion.
- Results will include a detailed analysis of:
  - How the EM system performed on each vessel,
  - The quality of data collected, and
  - The comparisons between logbook and ASM/Observer and EM data.

For any questions on general electronic monitoring project inquiries please contact:

Rachel Long, Gulf of Maine Research Institute  
Phone (207) 228-1666 Email [rlong@gmri.org](mailto:rlong@gmri.org)

For further information on Ecotrust Canada's electronic monitoring systems please contact:

Amanda Barney, Ecotrust Canada  
Phone (250) 624-4191 Email [amanda@ecotrust.ca](mailto:amanda@ecotrust.ca)

### Participating Vessels in the Maine Coast Community Sector

<b>Owner</b>	<b>Vessel</b>	<b>MRI</b>	<b>Permit</b>
Bryan Bichrest	F/V Safe Haven	5	150323
		2341	148076
		2204	242844
Troy Bichrest	F/V Pamela Grace	2260	150163
		196	150946
		1815	242777
		461	150572
Kelo Pinkham	F/V Jeanne C	163	230524
Brian Pearce	F/V Danny Boy	78	251253
Randy Cushman	F/V Ella Christine	383	250387
Knoep Nieuwkerk	F/V Hannah Jo	2404	214857
		2237	149493
		290	147517

# National Marine Fisheries Service

## NMFS vessel/fishery data as of December 3, 2013, 9:35 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: ELLA CHRISTINE

Northeast Federal Fishery Permit: 250387

US Coast Guard Doc #/State Registration # : 568374

Primary Owner|Corporation Name: RANDY V CUSHMAN

Address:

79 GLENMERE ROAD PO BOX 356

PORT CLYDE, ME 04855

Phone: (207) 372-8081

Hailing Port: PORT CLYDE, ME.

Principal Port: PORT CLYDE, ME.

Sector: Maine Coast Community Sector

Valid Sector LOA? Yes

---

### Most Recent Northeast Federal Fishery Permit Data

Permit Year	Plan	Category	Description	Start Date	End Date
2013	DOG	1	SPINY DOGFISH - COMMERCIAL - 2013	01-MAY-13	30-APR-14

2013	HRG	D	HERRING - OPEN ACCESS - POSSESSION LIMIT - 2013	01-MAY-13	30-APR-14
2013	MNK	D	MONKFISH - CATEGORY D - 2013	01-MAY-13	30-APR-14
2013	MUL	A	NE MULTISPECIES - INDIVIDUAL DAS - 2013	01-MAY-13	30-APR-14
2013	OQ	6	OCEAN QUAHOG - 2013	01-MAY-13	30-APR-14
2013	RCB	A	RED CRAB - OPEN ACCESS - INCIDENTAL BYCATCH - 2013	01-MAR-13	28-FEB-14
2013	SF	1	SURF CLAM - 2013	01-MAY-13	30-APR-14
2013	SKT	1	SKATE - 2013	01-MAY-13	30-APR-14
2013	SMB	4	ATLANTIC MACKEREL - 2013	01-MAY-13	30-APR-14
2013	TLF	1	TILEFISH - COMMERCIAL/INCIDENTAL - 2013	01-MAY-13	30-APR-14

## NMFS Vessel Permit Data

**National Marine Fisheries Service****NMFS vessel/fishery data as of November 22, 2013, 12:07 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: HAYLEY ANN

Northeast Federal Fishery Permit: 221740

US Coast Guard Doc #/State Registration #: 922606

Primary Owner/Corporation Name: HAYLEY MARITIME INC

Address:

52 ARUNDEL WOODS DRIVE

ARUNDEL, ME 04046

Phone: (207) 985-2145

Hailing Port: KENNEBUNKPORT, ME.

Principal Port: KENNEBUNKPORT, ME.

Max Trap Allocation: 800

Sector: Maine Coast Community Sector

Valid Sector LOA? Yes

**Most Recent Northeast Federal Fishery Permit Data**

Permit Year	Plan	Category	Description	Start Date	End Date
2013	BLU 1	BLUEFISH - COMMERCIAL	- 2013	29-MAY-13	30-APR-14
2013	DOG 1	SPINY DOGFISH - COMMERCIAL	- 2013	29-MAY-13	30-APR-14
2013	HRG D	HERRING - OPEN ACCESS - POSSESSION LIMIT -	2013	29-MAY-13	30-APR-14
2013	LGC B	SCALLOP - LAGC - NGOM -	2013	29-MAY-13	28-FEB-14
2013	LO A1	AMERICAN LOBSTER - TRAP - AREA 1 -	2013	29-MAY-13	30-APR-14
2013	MNK D	MONKFISH - CATEGORY D -	2013	29-MAY-13	30-APR-14
2013	MUL A	NE MULTISPECIES - INDIVIDUAL DAS -	2013	29-MAY-13	30-APR-14
2013	RCB A	RED CRAB - OPEN ACCESS - INCIDENTAL BYCATCH -	2013	29-MAY-13	28-FEB-14
2013	SKT 1	SKATE -	2013	29-MAY-13	30-APR-14
2013	SMB 3	SQUID/BUTTERFISH - INCIDENTAL -	2013	29-MAY-13	30-APR-14
2013	SMB 4	ATLANTIC MACKEREL -	2013	29-MAY-13	30-APR-14
2013	TLF 1	TILEFISH - COMMERCIAL/INCIDENTAL -	2013	29-MAY-13	30-APR-14

# National Marine Fisheries Service

## NMFS vessel/fishery data as of December 3, 2013, 9:31 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: THERESA IRENE III

Northeast Federal Fishery Permit: 140344

US Coast Guard Doc #/State Registration # : ME1979T

Primary Owner|Corporation Name: THOMAS W CASAMASSA

Address:

11 FERRY LANE  
SACO, ME 04072-3012  
Phone: (207) 282-1764

Hailing Port: SACO, ME.

Principal Port: SACO, ME.

Max Trap Allocation: 800

Sector: Maine Coast Community Sector

Valid Sector LOA? Yes

---

### Most Recent Northeast Federal Fishery Permit Data

Permit Year	Plan	Category	Description	Start Date	End Date
2013	BLU	1	BLUEFISH - COMMERCIAL - 2013	01-MAY-13	30-APR-14

2013	DOG	1	SPINY DOGFISH - COMMERCIAL - 2013	01-MAY-13	30-APR-14
2013	HRG	D	HERRING - OPEN ACCESS - POSSESSION LIMIT - 2013	01-MAY-13	30-APR-14
2013	LGC	B	SCALLOP - LAGC - NGOM - 2013	20-MAR-13	28-FEB-14
2013	LO	A1	AMERICAN LOBSTER - TRAP - AREA 1 - 2013	01-MAY-13	30-APR-14
2013	MNK	E	MONKFISH - INCIDENTAL CATEGORY E - 2013	01-MAY-13	30-APR-14
2013	MUL	A	NE MULTISPECIES - INDIVIDUAL DAS - 2013	01-MAY-13	30-APR-14
2013	RCB	A	RED CRAB - OPEN ACCESS - INCIDENTAL BYCATCH - 2013	20-MAR-13	28-FEB-14
2013	SF	1	SURF CLAM - 2013	01-MAY-13	30-APR-14
2013	SKT	1	SKATE - 2013	01-MAY-13	30-APR-14
2013	SMB	3	SQUID/BUTTERFISH - INCIDENTAL - 2013	01-MAY-13	30-APR-14
2013	SMB	4	ATLANTIC MACKEREL - 2013	01-MAY-13	30-APR-14

2013	TLF	1	TILEFISH - COMMERCIAL/INCIDENTAL - 2013	01- MAY- 13	30- APR- 14
------	-----	---	---	-------------------	-------------------

# State of Maine



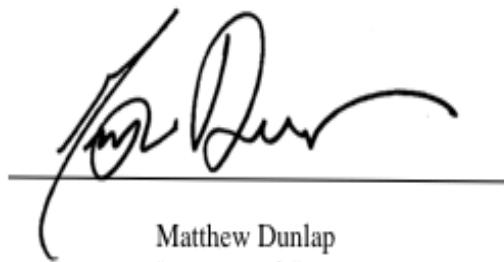
## Department of the Secretary of State

**I, the Secretary of State of Maine, certify** that according to the provisions of the Constitution and Laws of the State of Maine, the Department of the Secretary of State is the legal custodian of the Great Seal of the State of Maine which is hereunto affixed and of the reports of organization, amendment and dissolution of corporations and annual reports filed by the same.

**I further certify** that MAINE COAST COMMUNITY SECTOR, formerly PORT CLYDE COMMUNITY GROUNDFISH SECTOR is a duly organized nonprofit corporation without capital stock under the laws of the State of Maine and that the date of incorporation is March 02, 2010.

**I further certify** that said nonprofit corporation has filed annual reports due to this Department, and that no action is now pending by or on behalf of the State of Maine to forfeit the charter and that according to the records in the Department of the Secretary of State, said nonprofit corporation is a legally existing nonprofit corporation in good standing under the laws of the State of Maine at the present time.

**In testimony whereof**, I have caused the Great Seal of the State of Maine to be hereunto affixed. Given under my hand at Augusta, Maine, this third day of December 2013.



---

Matthew Dunlap  
Secretary of State