

1 **SUSTAINABLE HARVEST SECTOR III**

2  
3 **MEMBERSHIP CONTRACT**

4  
5 **Fishing Year 2014**

6  
7 *Revised May 6 2014*

8  
9  
10  
11 **ARTICLE I – Definition of the Parties**

12  
13  
14 This document shall serve as the membership contract between each signatory member  
15 and the Sustainable Harvest Sector III (SHS3). It is paired with the Sector Operations  
16 Plan, and all terms in the Operations Plan are binding to the Members who sign this  
17 contract. This contract is not complete unless accompanied by the Sector Operations  
18 Plan.

19  
20  
21 **Section 1.1 Member’s Organization and Authority**

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

26  
27 This Agreement constitutes a legally valid and binding obligation of each Member,  
28 enforceable against such Member in accordance with both its terms and those of the  
29 Sector Operations Plan as approved by the National Marine Fisheries Service.

30  
31 Each of the Members represent that its Participating Vessel(s) and Permit(s) have no  
32 sanctions or other restrictions against them that would prevent such Participating Vessels  
33 and Permits from enrolling in the Sector and/or complying with the terms of this  
34 Agreement.

35  
36  
37 **Section 1.2 Sector Organization and Authority**

38 The Sustainable Harvest Sector III, hereafter ‘Sector’ or ‘SHS3’, is a legal entity  
39 incorporated in the state of Massachusetts and as a nonprofit entity by the IRS, as such, it  
40 may be held liable for the violations committed by its members.

41  
42 The SHS3 was approved as one of several sectors operating in the Northeast Multispecies  
43 Fishery under the terms of the federally authorized fishery management plan (FMP or  
44 Plan) for 2013 and by submitting this contract and accompanying Operations Plan is  
45 requesting approval for operating in fishing year 2014 as SHS3.

1  
2  
3 **ARTICLE II – Membership**  
4  
5

6 **Section 2.1 Eligibility**

7 To qualify for becoming a member of the Sector, each member has been issued a limited  
8 access multispecies permit which has a ‘potential sector contribution’ (PSC) associated  
9 with it. The PSC is based on the permit’s landings history for FY 1996 through 2006  
10 under Amendment 16, and represents the permit’s contribution to the sector’s Annual  
11 Catch Entitlement (ACE). However, some limited access multispecies permits were  
12 previously part of either the Georges Bank (GB) Cod Hook Sector or the GB Cod Fixed  
13 Gear Sector. The PSC for GB cod for those permits is based on the permit’s landings  
14 history from FY 1996 – FY 2001 (May 1, 1996 through April 30, 2002 (the 1996-2001  
15 fishing years).

16  
17 Notwithstanding the list of Participating Vessels set forth on the signature pages, for  
18 purposes of this Agreement, “Participating Vessel” shall mean the vessel to which a  
19 Member’s Permit applies at any given time.  
20  
21

22 **Section 2.2 Length of Member Commitment**

23 Each Member hereby agrees that each of its Permits and the related Participating Vessels  
24 will remain enrolled in the Sector for the entire fishing year following the date on which  
25 such Member enrolled in the Sector (the “Commitment Period”); provided, however, that  
26 if NMFS shall not approve the Sector’s Operations Plan and Agreement, as the same may  
27 be amended, for any fishing year during a Member’s Commitment Period, then the  
28 obligation of such Member shall terminate on the last day of the last fishing year for  
29 which the Sector’s Operation Plan and Agreement shall have received approval from  
30 NMFS.  
31  
32

33 **Section 2.4 Proof of Membership**

34 Upon approval of the Sector’s operations plan for the 2014 fishing year, each sector  
35 vessel will be issued a Letter of Authorization (LOA) by the Regional Administrator  
36 specifying the exemptions granted. Vessels must comply with all applicable Federal  
37 regulations and laws not specifically exempted in the LOA. The LOA with a copy of the  
38 approved Operations Plan for 2014 must be carried on board the vessel at all times in the  
39 Sector Manual. The LOA shall serve as Proof of Sector Membership and shall be made  
40 available to any NMFS or enforcement officials upon request.  
41  
42

43 **Section 2.5 Member Obligations Apply Only to Participating Vessels**

44 The obligations of the Members set forth in this Agreement shall only apply to the  
45 Permits and Participating Vessels (and not to any other permits or vessels owned by the  
46 Members that are not enrolled in this Sector pursuant to the terms hereof) to the extent

1 that such Permits or Participating Vessels are fishing commercially with gear that is  
2 capable of harvesting multispecies species managed under the Northeast Multispecies  
3 Fishery Management Plan.

4  
5 Each Member agrees to ensure that all operators and crew of its Participating Vessels  
6 fully comply with the obligations set forth in this Agreement. Each Member further  
7 agrees to accept full responsibility for the actions of any such operators that result in a  
8 violation of this Agreement.

9  
10  
11 **Section 2.6 Additional Member Obligations**

12 NMFS requires that the Operations Plan governing the sector include a list of all state and  
13 federal permits held by the members along with an indication of whether those permits  
14 are enrolled in another state or federally authorized sector. Members agree to provide the  
15 Manager with a comprehensive list of their state and federal permits prior to December 1  
16 2013.

17  
18 Additionally, the Operations Plan must include information regarding the activity level in  
19 the sector of Participating Vessel, that is, whether each participating vessel will be active  
20 on Sector trips or not. Members agree to provide the Manager with their best estimation  
21 of whether each Participating Vessel will actively fish on Sector trips during the  
22 upcoming fishing year prior to December 1 2013.

23  
24 Members are required to furnish the Sector Manager with the MRI, federal permit  
25 number, PSC and allocation of each multispecies stock for each permit they are enrolling  
26 in the Sector.

27  
28  
29 **Section 2.7 Sector and Member Reporting Requirements**

30 The Sector Manager is required to aggregate all participating vessel catch information  
31 from participating vessels' sector trips and report weekly to the National Marine Fisheries  
32 Service (NMFS), up until a certain threshold is reached, at which time reporting to NMFS  
33 will be required on a daily basis. The reporting frequency for the sector manager's ACE  
34 Status Report will be increased to daily when 90% of any of the sector's ACEs is reached.  
35 The Sector Manager, or a designated representative, must notify NMFS immediately by  
36 email if the threshold that triggers daily reporting has been reached. During the period when a  
37 sector has reached or exceeded 90% of any of its ACEs, daily ACE Status Reports must be  
38 submitted only on a day when a member vessel lands, or when the sector engages in an ACE  
39 transfer of a stock that is exceeding the 90% threshold. An alternative threshold for  
40 triggering daily reporting may be implemented during FY 2014 if agreed upon by the sector  
41 and NMFS. Additionally, the Sector is required to submit an Annual Report of all  
42 landings of all species caught by sector vessels for the entire fishing year within 60 days  
43 of the end of the multispecies fishing year.

44  
45 Weekly reports to NMFS may include a section notifying NMFS of outstanding catch  
46 records. Any resolutions and / or ongoing internal sector investigations may be noted as  
47 required.

1  
2 The Manager will develop and submit reports to NMFS by gathering and aggregating  
3 data from all available data sources, including but not limited to:

- 4 1. Vessel Trip Reports (VTRs), (including electronically transmitted VTRs);
- 5 2. Dealers, (including paper dealer receipts from each offload transmitted to the  
6 Manager within 24 hours of the vessel offloading, as well as dealer reports posted  
7 on the NMFS sector information management web portal);
- 8 3. Discards and assumed discard rates (as calculated by NMFS based on the  
9 Northeast Fishery Observer Program (NEFOP) and At-Sea Monitoring); and
- 10 4. Any other data sources as they are available.

11  
12 To enable each Member and the Sector to monitor the Members' compliance with this  
13 Agreement, each Member agrees to report each of its Participating Vessels' entire catch  
14 from sector trips (including discards) by pounds, by species, and by broad groundfish  
15 stock area to the Sector Manager so the Manager can determine which stock of a species  
16 has been caught.

17  
18 All members agree that they are responsible for transmitting all catch information from  
19 all sector trips to the Manager within 24 hours of the Participating Vessels' unloading.  
20 The minimum information that must be transmitted to the Sector Manager includes a  
21 complete and legible VTR and dealer weigh-out receipt. Members and vessel operators  
22 may be subject to investigation and/ or penalty if they do not meet the 24 hour deadline  
23 for submitting catch information. Such information may be transmitted electronically or  
24 by fax or other means as determined by the Manager as long as it is transmitted within 24  
25 hours of each landing.

26  
27 The Manager shall maintain all catch records and shall, upon the request of any Member,  
28 provide the Member with the Sector's aggregate catch information that is generated from  
29 such records. Sector vessels which do not fish on sector trips agree that the Sector  
30 Manager will use VTR and dealer data as submitted to NMFS to compile the annual  
31 report.

32  
33 Each member acknowledges and agrees that, in addition to reporting to the sector  
34 manager, all participating vessels are responsible for complying with all permitting  
35 requirements, recordkeeping, catch reporting, and VMS requirements described in the  
36 federal regulations for the fishery (50 CFR part 648).

37  
38 Each Member further acknowledges and agrees that it is responsible for ensuring timely  
39 reporting in accordance with the provisions of this Section and failure to deliver the  
40 reports for a Member's Participating Vessel in accordance with this Section shall be  
41 deemed a breach of this Agreement by such Member.

42  
43  
44 **Section 2.8 Enforcement and Penalties**

1 Investigation, enforcement procedures as well as penalties and terms for expulsion are  
2 explained in detail in the Sector Operations Plan as required by NMFS and are hereby  
3 incorporated by reference.  
4  
5

6 **Section 2.9 Joint and Several Liabilities**

7 Sector members acknowledge and agree that they and the sector may be held jointly and  
8 severally liable if they or their hired captain or crew

- 9 1. discard legal sized fish for which the sector has an allocation; and/or
- 10 2. misreport catch; and/or
- 11 3. cause the sector to exceed its Annual Catch Entitlement (ACE) for any allocated  
12 stock (an overage) as specified in Federal regulations.  
13  
14  
15

16 **ARTICLE III – SECTOR ADMINISTRATION**  
17  
18

19 **Section 3.1 Board**

20 The Sector shall be governed by a Board of Directors which shall be elected according to  
21 the Bylaws.  
22  
23

24 **Section 3.2 Sector Manager**

25 The Board of Directors (the “Board”) of the Sector shall appoint a manager of the Sector  
26 (the “Manager”), which Manager shall have the authority to manage the day-to-day  
27 business of the Sector and submit all sector reports as required by NMFS.  
28  
29

30 **Section 3.3 Sector Manager Authority**

31 Members agree and acknowledge that the Sector Manager shall have the authority  
32 to monitor the fishing, fish offload, and fish sale activities of the Members and all  
33 Participating Vessels and to take such other actions as may be necessary, to ensure  
34 compliance by the Members, their Permits and Participating Vessels with this Agreement  
35 and all other Sector requirements as may be adopted under the terms of this Agreement,  
36 the Sector Operations Plan, the Sector’s Bylaws, Sector Board Policy and all other  
37 applicable laws, rules and regulations.  
38

39 Such actions to enforce this Agreement, subject to the authority of the Board or a  
40 committee delegated thereby, the Sector’s Bylaws or any other agreement relating to the  
41 Sector’s internal governance, including specifically, without limitation, the authority to  
42 impose penalties set forth in the Schedule of Penalties as well as Stop Fishing Orders  
43 which may be enforced by NMFS Office of Law Enforcement.  
44

45 The Manager shall also act as the liaison between NMFS and the Sector and shall assist  
46 Members in their dealings with NMFS if so requested.

1  
2  
3 **Section 3.4 Membership Dues**

4 The Board shall, to the extent necessary for the payment of the costs and expenses  
5 associated with the administration and management of the Sector (including the payment  
6 of the Manager’s salary), require the payment by the Members of annual membership  
7 dues and/or poundage fees. Such annual membership dues and/or poundage fees shall be  
8 fixed by resolution of the Board prior to the commencement of the applicable fishing year  
9 or at such other time as the Board may deem necessary or appropriate.

10  
11 **ARTICLE IV - Transfer of Permit, Allocation or Portion of Allocation**

12  
13  
14 **Section 4.1 Individual Permit Transfers**

15 Each Member agrees that so long as it is a party to this Agreement, such Member  
16 shall not have the authority to sell, lease or transfer the ownership of its Permit or the  
17 right to harvest any portion or all of the Permit’s individual harvest share (share) to a  
18 party that is not bound by this Agreement for the remainder of the fishing year in which  
19 such sale, lease or transfer is to occur,

- 20 1. shall not transfer, lease or assign any DAS allocated to its Permit by NMFS to any  
21 permit that is not enrolled in a Sector (meaning any sector, not specifically SHS3)  
22 and  
23 2. shall comply with the right of first refusal provisions hereof prior to the  
24 consummation of any proposed sale, lease or transfer permitted hereunder.

25  
26  
27 **Section 4.2 Individual Share Transfers**

28 Each member agrees that so long as it is party to this agreement, such member may  
29 choose to lease their individual share of the sector’s allocation to another member or to  
30 another sector, for the duration of the current fishing year provided that all sector  
31 members shall have to opportunity to match such written offer as described under section  
32 4.3 ‘Right of First Refusal’.

33  
34  
35 **Section 4.3 Right of First Refusal**

36 In the event that any Member (a “Selling Member”) at any time proposes to sell, transfer  
37 or lease (a “Sale”) its Permit and/or any part of its Share to any proposed Buyer from  
38 outside the SHS who shall make a good faith, bona fide written offer, then the Selling  
39 Member shall first deliver to all Sector Members a written notice (“First Refusal Notice”)  
40 that the Selling Member proposes to make such Sale, transfer, or lease which First  
41 Refusal Notice shall state the identity of the prospective Buyer, state the amount of  
42 consideration for the Permit or any part of its share and the material terms and conditions  
43 upon which the proposed Sale, transfer or lease is to be made (the date on which the  
44 Sector receives the First Refusal Notice being the “First Refusal Notice Date”), represent  
45 that the Bona Fide Offer is an actual Bona Fide Offer, and include a copy of any written  
46 proposal, letter of intent or other agreement relating to the Bona Fide Offer.

1  
2 The Sector Members shall have a period of five (5) calendar days following the First  
3 Refusal Notice Date (the “Election Period”) in which to elect to purchase or lease the  
4 Permit or any part of the Permit’s share at the price and subject to the same material  
5 terms and conditions set forth in the First Refusal Notice.  
6

7 The Sector Members shall exercise the right to purchase or lease such Permit or share by  
8 delivering a written notice (“Election Notice”) to the Sector Manager within the Election  
9 Period. In the event that a Sector Member desires to purchase the Permit or share, then  
10 the parties shall schedule a closing for the payment for, and the delivery of, the Permit or  
11 share, which shall be no later than 45 calendar days after the First Refusal Notice Date.  
12

13 If a Sector Member has not elected to purchase the Permit within the Election Period,  
14 then the Selling Member is free to sell the Permit or share to the Buyer; provided that  
15 such sale is on the terms and conditions specified in the First Refusal Notice.  
16

17  
18 **ARTICLE V - Concluding Contract Language**  
19

20 In Witness whereof, the undersigned has enrolled the listed permits in the Sustainable  
21 Harvest Sector III and executed the Agreement known as the Sustainable Harvest Sector  
22 III Operations Plan for the 2014 fishing year.  
23

24 The undersigned reserves the right to withdraw from this agreement by written notice to  
25 the Board of the Sustainable Harvest Sector III, provided such notice is postmarked no  
26 later than December 31, 2013.  
27

28 Pursuant to section 402(b)(1)(F) of the Magnuson-Stevens Fishery Conservation and  
29 Management Act, 16 U.S.C §1881a(b)(1)(F), the undersigned hereby authorizes the  
30 release to the Sustainable Harvest Sector of information that is considered to be  
31 confidential or privileged by the Magnuson-Stevens Act or other federal law regarding  
32 the catch of various species of fish associated with the limited access Northeast  
33 multispecies permit with the Moratorium Right Identifiers (MRIs) listed above submitted  
34 to the National Marine Fisheries Service in compliance with 50 CFR 648.7 and §648.87  
35 that the undersigned has authority to access. This information includes data required to  
36 be submitted or collected by NMFS, including but not limited to days-at-sea allocation  
37 and usage, vessel trip reports, dealer reports, Northeast Fishery Observer Program data,  
38 catch and landings history data, at-sea monitoring data, enforcement data, and all other  
39 information associated with the vessel, MRI #, and/or permit records.  
40

41 *This information shall be used exclusively by the sector for matters pertaining to sector*  
42 *management, including record retention requirements. Such information may not be*  
43 *released by the sector to another entity. When information released to the sector by the*  
44 *National Marine Fisheries Service is no longer needed for sector management, it shall be*  
45 *destroyed or returned by the sector manager to the undersigned at his or her election.*

1 *When the undersigned ceases to be a member of the sector, this authorization shall be*  
2 *deemed null and void.*  
3  
4

1 **THE SUSTAINABLE HARVEST SECTOR III**  
2 **SECTOR OPERATIONS PLAN FOR FISHING YEAR MAY 2014-APRIL 2015**  
3  
4

5 The undersigned has executed the Agreements known as the Sustainable Harvest Sector  
6 Operations Plan and the Sustainable Harvest Sector III Membership Agreement for the  
7 fishing year May 2014 – April 2015, as of the date written below.  
8  
9

Permit #	Moratorium Right ID	Permit Name

10  
11  
12 Name \_\_\_\_\_

13  
14  
15 Capacity (owner, president, etc) \_\_\_\_\_

16  
17  
18 Signature \_\_\_\_\_

19  
20  
21 Date \_\_\_\_\_  
22  
23  
24

1                   **SUSTAINABLE HARVEST SECTOR III**  
2                   **OPERATIONS PLAN**  
3                   **FY2014**

4  
5                   **Date Amended: November 15 2013**  
6  
7

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1  
2 **1. GENERAL PROVISIONS**  
3

4 **1.1. Membership**  
5

6 The Sustainable Harvest Sector III (SHS3) is a voluntary business association  
7 comprised primarily of Northeast multispecies permit holders who have agreed to  
8 participate in and abide by the SHS3 Operations Plan and Membership Agreement for  
9 Fishing Year 2014 (FY14).

10  
11 The owner of a permit that is eligible to join a sector but is not enrolled as a Member  
12 (and/or whose permit is not so enrolled), may apply. The Board or the Membership  
13 shall, at its sole discretion, determine whether the applicant shall be admitted as a  
14 Member of the Sector and/or its Permit included as a Permit.  
15

16 Notwithstanding the foregoing, no such admission shall be effective until the new  
17 Member has paid the annual entry fee as set by the Board of Directors and has agreed  
18 in writing to be bound by, and to cause its Permit and Participating Vessel to comply  
19 with the terms of this Agreement, and until the provisions of this Agreement shall  
20 have been amended or modified to reflect such additional Member, Permit and/or  
21 Participating Vessel.  
22

23 **1.2. Management and Points of Contact**  
24  
25

Name	Title	Responsibility	Email	Phone	Street Address	City	State	Zip
Hank Soule	Manager	All sector operations plus all FMP and industry issues	shsector@gmail.com	207-956-8497	PO Box 356	So. Berwick	ME	03908
Maggie Raymond	Board	All FMP and industry issues						

26  
27  
28 The SHS3's Manager shall be the designated agent for service of process:  
29

30 Hank Soule  
31 PO Box 356  
32 South Berwick, ME 03909  
33

34 The following individuals are authorized to act on behalf of the SHS3:  
35

36 Maggie Raymond  
37 PO Box 287  
38 South Berwick, ME 03909  
39

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

1  
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18

**1.3. Incorporation as a Legal Entity**

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

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

The NE multispecies Fishery Management Plan (FMP) defined a sector as a group of three or more persons, none of whom have an ownership interest in the other two persons in the sector. This criterion has been fulfilled with permit number 149544 under the distinct ownership of Christopher Yattaw; permit number 241823 under the distinct ownership of Mary Harris; and permit number 150495 under the distinct ownership of David Aripotch.

1 **2. HARVESTING RULES**

2  
3 **2.1. ACE Management**

4 2.1.1. ACE and Annual Distribution

5  
6 Each Member agrees that the ACE of multispecies authorized by NMFS to the  
7 Sector (the “ACE”) shall be harvested in accordance with the Harvesting Rules,  
8 which are set forth below. Individual sector members will be allocated a portion  
9 of the Sector’s total allocation based on the proportion of each stock that they  
10 contribute to the Sector’s initial ACE.

11 2.1.2. Reserve

12  
13 Each Member agrees that a reserve in the amount of 5% of each stock within the  
14 initial ACE may be established to ensure that the Sector remains in compliance  
15 with its ACE limit. Such reserve may be withheld from each member’s  
16 allocations.

17 2.1.3. Distribution of Reserve

18  
19 If the Board determines that as of April 1, the ACE in the Reserve has not been  
20 fully harvested by the Participating Vessels, the Board may release and authorize  
21 the harvesting of the reserve by the Members, their Permits and their Participating  
22 Vessels. Alternatively, the Board may decide to carry that reserve forward to the  
23 next fishing year.

24 2.1.4. Additional Measures to Prevent ACE Overages

25  
26 The Board reserves the right to prohibit fishing activities by Members if it  
27 determines that those activities undermine or compromise the Sector Plan and the  
28 Sector or otherwise conflict with the standards and ethics described in the bylaws  
29 and guiding principles.

30  
31 The Board may direct the Sector Manager to lease or trade for additional ACE of  
32 any stocks of concern.

33  
34 The Board may impose additional restrictions as needed to slow down the pace of  
35 fishing.

36  
37 The Sector Manager may issue (and ask NMFS to enforce) a ‘Stop Fishing Order’  
38 to (a) any member vessels that has fished more than 95% of its individual  
39 allocation for any stock until additional allocation for that stock has been acquired  
40 or the member has agreed to not fish in that stock area for the rest of the fishing  
41 year, or (b) any member vessels that are in violation of any terms of the sector  
42 operations plan or membership agreement.

1           2.1.5. ACE Transfers

2

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

5

6

**2.2. Monitoring**

7

2.2.1. Monitoring

8

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

11

12          All participating vessels will transmit the Trip Start and Trip End Hail to NMFS.

13

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

16

2.2.2. Sector Reporting to NMFS

17

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

21

22          The reporting frequency for the sector manager's ACE Status Report will be  
23          increased to daily when 90% of any of the sector's ACEs is reached. The Sector  
24          Manager, or a designated representative, must notify NMFS immediately by email if  
25          the threshold that triggers daily reporting has been reached. During the period when a  
26          sector has reached or exceeded 90% of any of its ACEs, daily ACE Status Reports  
27          must be submitted only on a day when a member vessel lands, or when the sector  
28          engages in an ACE transfer of a stock that is exceeding the 90% threshold. An  
29          alternative threshold for increasing reporting frequency may be implemented  
30          during FY 2014 if agreed upon by the sector and NMFS.

31

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

34

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

39

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

40

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

43

2.2.4. Data Reconciliation

44

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

#### 4 2.2.5. Discards

5  
6 The Sector manager (or his/her designated representative) will derive stock  
7 specific discards for each trip. If the trip is observed by either an at-sea monitor  
8 or a Northeast Fisheries Observer Program (NEFOP) observer, discards will be  
9 derived based on data collected during that trip and will account for all hauls  
10 (observed and unobserved) on that trip. If the trip is not observed, discards will  
11 be derived using the NMFS-provided discard rate resulting from the NMFS  
12 method to estimate 'in-season' discard rates, which may not include data from  
13 research trips or sector trips using certain exemptions.

#### 14 2.2.6. Annual Report

15  
16 The Sector will report on the Sector's performance after the end of the fishing  
17 year as required by NMFS.

#### 18 2.2.7. Data Management

19  
20 The Sector will maintain the necessary databases to track and maintain all  
21 relevant catch data, including VTR, dealer reports, observer data, and at-sea  
22 monitoring data, as required.  
23

#### 24 2.2.8. At-Sea Monitoring

25  
26 The Sustainable Harvest Sector will participate in the Northeast Fisheries  
27 Observer Program (NEFOP) and the NMFS-funded at-sea monitoring (ASM)  
28 program. Any additional ASM coverage beyond the NMFS-funded level will be  
29 provided pursuant to an independent contract between the Sector and a NMFS  
30 approved provider. This additional ASM coverage will have vessel and trip  
31 selection coordinated through NMFS, will be conducted in the same manner with  
32 the same protocols as the NMFS-funded ASM program, and will use approved at-  
33 sea monitors, unless otherwise instructed. Also, this additional coverage will not  
34 be allowed to replace or interfere with either the coverage of NEFOP or the  
35 NMFS-funded ASM program. The Sector manager will maintain a database of all  
36 catch data, including but not limited to VTR, dealer, monitor, and observer data.  
37 NMFS will provide the Sector with data from NEFOP and ASM program.

38

#### 39 2.2.9. Dockside Monitoring

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41 [Reserved]

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2.2.9.1. Vessel Hails

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

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

- Operator’s Permit Number
- Vessel Trip Report (VTR) serial number
- Whether an Observer or At-Sea Monitor (ASM) is on-board
- Usage of specific sector exemptions
- Usage of specific operations plan provisions
- Landing Port City
- Landing state (abbreviation)
- Estimated time and date of arrival in port
- Estimated time and date of offloading (required only for trips <6 hrs or if fishing within 6 hrs of offload port)
- Comments (required as directed by sector manager or Regional Administrator).

Vessels will send the Trip End hail via VMS to NMFS at least six hours in advance of landing. The Trip End hail will include the following :

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

For trips less than six hours in length or occurring within six hours of port, the estimated time of arrival to port and time of offload will be provided in the Trip Start hail. The Trip End hail will be sent upon completion of the last tow (or haul) with all required updated information. An alternative timing for the trip end hail may be implemented during FY14 if agreed upon by the sector and NMFS.

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2.2.9.2. Dockside Monitoring Procedures

[Reserved]

2.2.9.3. Designated Landing Ports

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

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

2.2.9.4. Remote Ports

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

- Davisville RI: Davisville Pier
- Point Judith, RI
- Montauk, NY
- Tenant’s Harbor ME
- Monhegan Island, ME

**SAFE HARBOR PROTOCOL:** To promote safety at sea, the Sector sets forth the following protocol for variance from the landing ports listed. If for reasons beyond a vessel operators control such as severe weather, mechanical failures, compromised hull integrity, instances of pump failures and danger of sinking, crew injury or life threatening illness and any other emergency situations that may arise, a sector vessel may enter a port other than those listed as “Landing Ports” to ensure the safety of the vessel and its crew. In the event that a Sector Vessel must utilize this safe harbor protocol, they must notify their Manager and NMFS OLE of when and where they had to seek safe harbor within 6 hours of this entering the port.

### **2.3. Administrative**

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

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

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

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

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

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

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

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

1 **2.4. Gear Restrictions**

2  
3 The Sector Board may institute spatial or temporal gear restrictions to slow down the  
4 catch rate of certain allocated stocks.

5  
6 **2.5. Confidential Data Statement**

7  
8 Pursuant to section 402(b)(1)(F) of the Magnuson-Stevens Fishery Conservation and  
9 Management Act, 16 U.S.C §1881a(b)(1)(F), the undersigned hereby authorizes the  
10 release to the manager of Sustainable Harvest Sector I of information that may be or  
11 is considered to be confidential or privileged by the Magnuson-Stevens Act or other  
12 federal law regarding the catch of various species of fish associated with the limited  
13 access Northeast multispecies permit with the Moratorium Right Identifiers (MRIs)  
14 enrolled in the sector submitted to the National Marine Fisheries Service in  
15 compliance with 50 CFR 648.7 and §648.87 that the undersigned has authority to  
16 access. This information includes data required to be submitted or collected by  
17 NMFS, including but not limited to days-at-sea allocation and usage, vessel trip  
18 reports, dealer reports, Northeast Fishery Observer Program data, catch and landings  
19 history data, at-sea monitoring data, VMS information, and all other information  
20 associated with the vessel, MRI #, and/or permit records.

21  
22 Any person identified in Section 1.2 of this Operations Plan may access confidential  
23 sector data.

24  
25 **2.6. Exemption Requests**

26  
27 FY14

28  
29 Nantucket Lightship Closed Area

30  
31 This exemption allows sector vessels to access portions of the Nantucket Lightship  
32 Closed Area to provide additional opportunities to target monkfish, dogfish, and skates.  
33 A trawl vessel may fish in the Western Exemption Area with any legal trawl gear. A  
34 trawl vessel fishing in the Eastern Exemption Area is restricted to approved selective  
35 trawl gear, including the separator trawl, the Ruhle trawl, or the rope trawl. Flounder  
36 nets are prohibited in the Eastern Exemption Area. A hook vessel is permitted in both  
37 areas. A gillnet vessel is restricted to fishing 10-inch (25.4-cm), or larger, diamond mesh  
38 in both areas. A gillnet vessel must use pingers when fishing in the Western Exemption  
39 Area from December 1 – May 31, because this area lies within the existing Southern  
40 New England Management Area of the Harbor Porpoise Take Reduction Plan.

41  
42 The Western and Eastern Nantucket Lightship Closed Areas are defined by lines  
43 connecting the points listed below in the order stated.

44  
45 Western Nantucket Lightship Closed Area  
46 POINT LATITUDE LONGITUDE

1	A	40°50'N	70°20'W
2	B	40°50'N	70°00'W
3	C	40°20'N	70°00'W
4	D	40°20'N	70°20'W
5	A	40°50'N	70°20'W

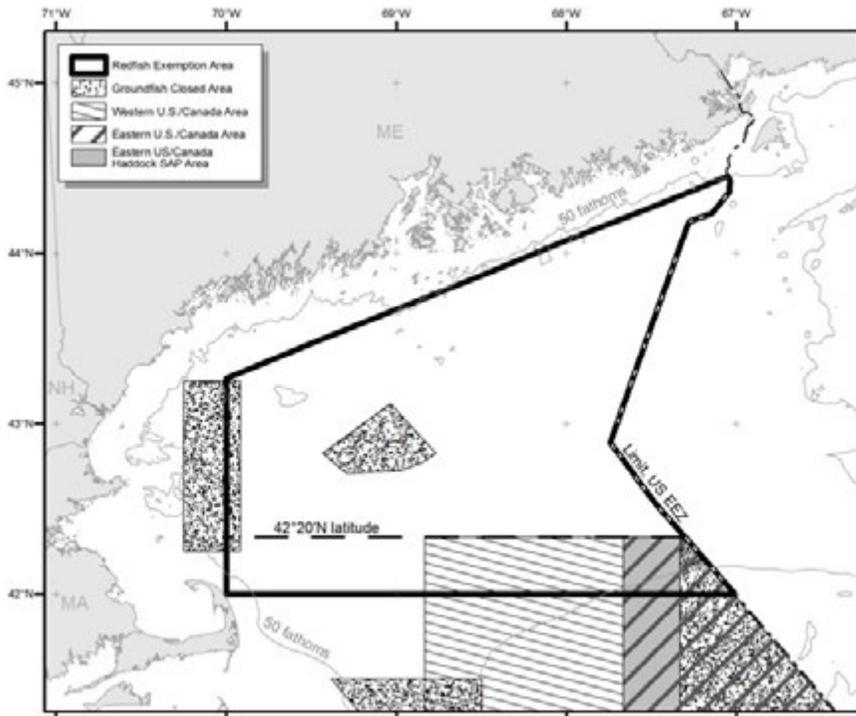
6  
7 Eastern Nantucket Lightship Closed Area

8	POINT	LATITUDE	LONGITUDE
9	A	40°50'N	69°30'W
10	B	40°50'N	69°00'W
11	C	40°20'N	69°00'W
12	D	40°20'N	69°30'W
13	A	40°50'N	69°30'W

14  
15 Any vessel that intends to access the Western or Eastern Nantucket Lightship Closed  
16 Areas must declare a closed area trip through the VMS trip start hail by checking the box  
17 next to “Closed Area Trip” under sector exemptions. Trip Start Hails must be submitted  
18 prior to departure. The sector must follow any additional trip declaration or reporting  
19 requirements that NMFS implements during the fishing year.  
20

21 Exemption from the 6.5-inch mesh size for directed redfish trips

22  
23 This exemption allows a sector vessel to fish for Acadian redfish in the designated  
24 Redfish Exemption Area, described below, using nets with codend mesh as small as 6.0  
25 inches on any approved trawl gear.



26  
27

1 The Redfish Exemption Area is bounded on the east by the U.S.-Canada Maritime  
 2 Boundary, and bounded on the north, west, and south by the following coordinates,  
 3 connected by straight lines in the order listed:  
 4

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)

5  
 6 <sup>1</sup>The intersection of 42°00' N. latitude and the U.S.-Canada Maritime Boundary,  
 7 approximate longitude in parentheses.  
 8

9 Prior to leaving the dock, any vessel that intends to use the redfish exemption on a trip  
 10 must declare so through the VMS trip start hail by checking the box next to “Redfish  
 11 Trip” under sector exemptions. For all trips that declare this exemption (including those  
 12 that do not use the exemption), NMFS will monitor two monthly catch thresholds:  
 13

- 14 1) For every trip that declares the exemption, at least 80-percent of the total  
 15 groundfish landed must be Acadian redfish; and
- 16 2) For observed trips that declare the exemption, total groundfish discards (including  
 17 redfish), may not exceed 5 percent.

18  
 19 FY13 Exemptions Continued in FY14  
 20

- 21 • 120-Day Block Requirement Out of the Fishery for Day Gillnet Vessels
- 22 • 20-Day Spawning Block Requirement
- 23 • Limitation on the Number of Gillnets for Day Gillnet Vessels
- 24 • Limitation on the Number of Gillnets that May be Hauled on Georges Bank when  
 25 Fishing under a Groundfish/Monkfish DAS
- 26 • Length and Horsepower Restrictions of the DAS Leasing Program
- 27 • Trawl gear requirements in the US/CA Management Area.
- 28 • Prohibition on discarding unmarketable fish.
- 29 • Requirement to Power a VMS While at the Dock. This exemption would only  
 30 apply to NE multispecies requirements; vessels with other permits requiring  
 31 constant reporting would not be exempt.
- 32 • 6.5” Minimum Mesh Size Requirement for Trawl Nets.
- 33 • Requirement to Declare Intent to Fish in the Eastern US/CA Haddock SAP and  
 34 the CAII Yellowtail Flounder/Haddock SAP Prior to Leaving the Dock.
- 35 • Seasonal Restriction for the Eastern U.S./Canada Haddock SAP

- 1 • Seasonal Restriction for the CA II Yellowtail Flounder/Haddock SAP
- 2 • Access to the Nantucket Lightship Closed Area

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

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## 2.7. Inshore Gulf of Maine Cod Declaration Plan

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

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

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

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

Declarations will be made to the sector manager via the Trip Start Hail. If the Member declares more than one BSA on the trip, the Member is prohibited from conducting fishing activity West of the 70:15 in the area described above as the Inshore GOM and the Member must indicate acknowledgement of this restriction by transmitting a Trip Start Hail, through their VMS unit or third party software, and check the "b. Inshore Gulf of Maine" from the list of Sector Ops Plan Provisions in the Trip Start Hail.

1 **3. REPORTING**  
2

3 **3.1. Issue Tracking**  
4

5 The JIRA issue tracking application will be used to report all data quality issues to  
6 the appropriate personnel for research and correction activities.  
7

8 **3.2. Reporting to NMFS**  
9

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

- 12 • Sector Manager Detail Report: This provides information down to the sub-  
13 trip level about each sector trip for a given week, regardless of the  
14 completeness of the data. The information includes stock, gear, mesh  
15 categories, landing amounts, discards, and total catch.
- 16 • Sector Manager Trip Issue Report: This provides information about sector  
17 trips for a given week that have enforcement or other issues. The sector  
18 manager submits one Issue Report per reporting period.
- 19 • One of the following:
  - 20 ○ *Sector Manager ACE Status Report*: This provides the means for  
21 sector managers to report their ACE status calculations. This  
22 allows NMFS to cross-check totals, as stipulated in Amendment  
23 16.
  - 24 ○ *Sector Manager Daily ACE Status Report*: This provides the  
25 means for sector managers to report their ACE status calculations  
26 on a daily basis if either of two "trigger points" (thresholds) has  
27 been reached in the current FY.

28  
29 Weekly reports must include any enforcement or reporting compliance issues, including  
30 violations of Operations Plans (exclusive of defined administrative provisions), violations  
31 of regulations, or general problems with monitoring or sector operations during the  
32 reporting period.  
33  
34

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

2 **4.1. Consolidation of ACE**

3  
4 In FY13, 0% of the permits expected to be enrolled in the Sector for FY14 are  
5 attached to vessels actively fishing for NE multispecies. For FY14 , the Sector has 13  
6 permits currently enrolled. Of those permits, 0 are anticipated to actively fish for NE  
7 multispecies in FY14. While these numbers may change, the Sector expects that,  
8 compared to FY13, there would be no change from the consolidation that previously  
9 occurred among the members during FY13.

10  
11 **4.2. Redirection of Effort**

12  
13 The Sector anticipates that vessels will not increase their fishing effort in other  
14 fisheries. It is the intent of the Members to continue their historical participation in  
15 the scallop, monkfish, herring, mackerel, skate, dogfish, squid, whiting, lobster and  
16 shrimp fisheries for which they possess federal or state permits.

17  
18 During FY12, no Sector vessel switched fishing efforts.

19  
20 During the first quarter of FY13, no Sector vessel switched fishing efforts.

21  
22 During FY14, the Sector sector anticipates no redirection of effort to other fisheries.  
23  
24  
25  
26  
27  
28

1 **5. ENFORCEMENT**

2  
3 **5.1. Agreement Enforcement**

4  
5 Each of the Members and the Sector shall have the right to have any provision of this  
6 Agreement specifically enforced, through injunction, restraining order or other form  
7 of equitable relief.

8  
9 Each Member agrees that the Sector, through its representatives, and/or any other  
10 Member may enforce this Agreement on behalf of the Sector and/or its Members.

11  
12 Each Member agrees to take all actions and to execute all documents necessary or  
13 convenient to give effect to the enforcement procedures contemplated by this  
14 Agreement, the Harvesting Rules and any Schedule of Penalties.

15  
16 **5.2. Restrictions on Fishing Activity**

17  
18 The Members acknowledge they may be held jointly and severally liable for civil  
19 penalties to NMFS that result from any member causing the Sector to exceed its  
20 ACE; any member discarding legal sized allocated groundfish; any member or vessel  
21 operator misreporting their own catch and discards of allocated groundfish species to  
22 NMFS or the Sector Manager;

23  
24 The Members further acknowledge and agree that monetary penalties could be  
25 inadequate recourse under such circumstances.

26  
27 Therefore, the Members acknowledge and agree that each of them will comply with a  
28 “stop fishing” order from the Sector, which shall be issued by the Board, the Manager  
29 or the Infractions Committee, and each of the Members further agrees that if any  
30 Member fails to comply with such order, the Sector shall have the authority to obtain  
31 an injunction, restraining order or other equivalent form of equitable relief to give  
32 effect to such “stop fishing” order.

33  
34 **5.3. Joint and Several Liabilities**

35  
36 Sector members acknowledge and agree that they and the sector may be held jointly  
37 and severally liable for discarding legal sized fish, misreporting, and Annual Catch  
38 Entitlement (ACE) overages as specified in Federal regulations.

39  
40 **5.4. Infractions Committee**

41  
42 The Board shall appoint an infractions committee (the “Committee”) as necessary to  
43 ensure fair, consistent and appropriate enforcement of this Agreement, the Harvesting  
44 Rules, the Plan and other Sector requirements as adopted under the terms of this  
45 Agreement and the Sector’s Bylaws.

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

3  
4 The Committee shall annually prepare and recommend to the Board for its approval a  
5 schedule of penalties, which shall be similar in form to Exhibit A (the “Schedule of  
6 Penalties”), for any unauthorized fishing activities (whether under applicable laws,  
7 rules and regulations or otherwise) and for violations of this Agreement, the  
8 Harvesting Rules, the Plan and other Sector requirements as may be adopted under  
9 the terms of this Agreement or the Sector’s Bylaws.

10  
11 The Board shall review and approve any Schedule of Penalties prior to the  
12 commencement of the fishing year.

13  
14 In addition, the Committee shall have the authority to take any number of  
15 enforcement measures against the Members for the non-payment of membership dues  
16 and/or poundage fees. Such enforcement measures may include expulsion of the  
17 violating Member under Section 3 and /or issuing a “stop fishing” order against such  
18 Member.

19  
20 **5.5. Procedures for Investigations**

21  
22 In addition to the Manager’s authority to invoke penalties under the Schedule of  
23 Penalties, the Manager may, on his own, and shall, at the request of a Member,  
24 request that the Committee conduct an investigation of possible infractions of the  
25 Agreement, the Harvesting Rules, the Plan, or other Sector requirements as may be  
26 adopted under the terms of this Agreement or the Sector’s Bylaws, by calling a  
27 meeting of the Committee and presenting it with the information that is the basis for  
28 the Manager’s or Member’s opinion that an infraction occurred.

29  
30 Such Committee member assignments shall be rotated. If, upon the conclusion of  
31 such investigation, the Committee determines by an affirmative vote of a majority  
32 (51%) of its members that a violation of this Agreement, the Harvesting Rules, the  
33 Plan, or other Sector requirements (as may be adopted under the terms of this  
34 Agreement or the Sector’s Bylaws) has occurred, it may impose any penalties  
35 prescribed in the Schedule of Penalties to the Member, its Permits and its  
36 Participating Vessels by the Sector, or issue “stop fishing” orders.

37  
38 The Committee shall exercise all reasonable efforts to ensure that penalties and  
39 settlements are commensurate with the nature and extent of the violation, are  
40 designed to further the purposes of the Plan, and are uniform with those reached in  
41 similar circumstances.

42  
43 All appeals from such Committee action shall be taken in accordance with Section  
44 5.11 hereof. Each of the Members agrees to cooperate fully with the Manager and the  
45 Committee in such investigations and procedures (including cooperation with any  
46 requests for information or data that may be made by the Manager or the Committee).

1  
2 **5.6. Penalties for Violations**  
3

4 Any penalties that are imposed upon a Member by the Sector pursuant to the terms of  
5 this Agreement shall be in addition to, and not in lieu of, any other potential state or  
6 federal penalty that may be imposed upon such Member.  
7

8 **5.7. Expulsion**  
9

10 5.7.1. Cause  
11

12 The Members agree that any Member may be expelled from the Sector if the  
13 actions of such Member and/or its Participating Vessels (or the Participating  
14 Vessels' operators) seriously undermine and threaten the existence of the Sector,  
15 the actions of such Member and/or its Participating Vessels (or the Participating  
16 Vessels' operators) have exposed other Members of the Sector to monetary  
17 penalties and/or legal actions, such Member has been convicted of a serious  
18 crime, or such Member has not paid its membership dues and/or poundage fees  
19 as required by the bylaws.  
20

21 5.7.2. Procedure  
22

23 Any Member, the Committee or the Manager may submit to the Board a request  
24 to have a Member, its Permits and/or its Participating Vessels expelled from the  
25 Sector (the "Expulsion Request").  
26

27 Such Expulsion Request shall be in writing and shall include an explanation of the  
28 basis for expulsion.  
29

30 The Board shall vote on such Expulsion Request within fourteen (14) days of  
31 receipt of such Expulsion Request.  
32

33 The affirmative vote of two-thirds of the members of the Board shall be required  
34 in order to expel a Member, its Permits and/or its Participating Vessels.  
35

36 Expulsion shall be effective immediately upon the receipt of the requisite vote by  
37 the Board.  
38

39 Board members cannot vote on the expulsion of one or more of their own vessels.  
40

41 As required by 50 CFR Part 648.87 or any substitute or successor provision, a  
42 Member, its Permits and/or its Participating Vessels expelled during any fishing  
43 year may not fish outside of the Sector under a NE multispecies DAS program  
44 during the remainder of such fishing year.  
45

1           Upon expulsion of any Member, its Permits and/or its Participating Vessels, the  
2           Manager shall immediately notify NMFS by email that the Member’s Permits  
3           and/or Participating Vessels are no longer included in the Sector.  
4

5           **5.8. Notification to NMFS**  
6

7           If a member is expelled or has been issued a “stop fishing” order the Sector Manager  
8           will notify NMFS immediately by email or by telephone, and confirm NMFS has  
9           received the notice.  
10

11           **5.9. Penalties and Attorney’s Fees**  
12

13           Penalties for any violations of this Agreement shall, be limited to the amounts set  
14           forth on the Schedule of Penalties plus all costs, fees and expenses, including attorney  
15           fees, incurred by the Sector or, in a case in which the Sector does not take  
16           enforcement action, by the Members bringing such action, in enforcing the provisions  
17           of this Agreement.  
18

19           To the extent the Schedule of Penalties addresses such matter, the Members and the  
20           Sector hereby waive any claims to actual, direct, or indirect damages, and instead  
21           agree that payment of the amounts set forth on the Schedule of Penalties and costs of  
22           enforcement shall be their sole remedy for breaches of this Agreement.  
23

24           In connection with any legal proceeding related to this Agreement, the non-prevailing  
25           party shall pay the prevailing party’s reasonable costs and attorney’s fees associated  
26           with the proceeding.  
27

28           **5.10.       Application of Fines, Penalties, and Damages**  
29

30           All penalties, fines and/or other damages paid to the Sector shall, first, be applied to  
31           the cost of enforcement of such violations and, second, any remaining amounts shall  
32           be applied to the costs and expenses of the administration, management and  
33           preservation of the Sector.  
34

35           Any funds remaining after the application of the foregoing sentence shall be used to  
36           further research into efficient management of groundfish stocks for the benefit of the  
37           resource and those that harvest the resource.  
38

39           **5.11.       Appeal from Committee Decision**  
40

41           If the Committee has determined that a Member has violated this Agreement or  
42           makes any other determination with respect to a Member under this Agreement  
43           (including, specifically, without limitation section on catch verification), such  
44           violating Member shall have five business days following the date of the Committee’s  
45           determination to request reconsideration of the enforcement or other action and/or  
46           propose an alternative form of penalty.

1  
2 Such request shall be made in writing and shall be addressed to the Board.  
3

4 The Board may, in its sole discretion, grant or deny any request for reconsideration  
5 and may, in its sole discretion, approve or disapprove any alternative form of penalty;  
6 provided, that the Board shall exercise all reasonable efforts to ensure that penalties  
7 and settlements are commensurate with the nature and extent of the violation, are  
8 designed to further the purposes of the Plan are uniform with those reached in similar  
9 circumstances.  
10

#### 11 **5.12. Dispute Procedures**

12  
13 Prior to instituting any litigation or other dispute resolution, the parties shall follow  
14 applicable procedures set forth in this Agreement for the resolution of such dispute.  
15

16 Any appeals taken with respect to any dispute that arises in connection with this  
17 Agreement shall be taken in the federal district court in Portland, Maine or, if said  
18 court does not have jurisdiction, in such courts in the State of Maine that do have  
19 jurisdiction.  
20

#### 21 **5.13. Indemnification**

22  
23 Each party that violates this Agreement (the “Indemnitor”) hereby severally agrees to  
24 indemnify, defend and hold harmless the other parties hereto (each, an “Indemnitee”)  
25 in respect of their respective Losses; provided that such losses result or arise from a  
26 third party claim or governmental proceeding brought against or involving the  
27 Indemnitee, which is based on or relates to this Agreement violation of applicable  
28 laws, rules or federal fishery regulations or breach of any covenant, agreement or  
29 obligation contained in this Agreement, the Harvesting Rules or other Sector  
30 requirements as may be adopted under the terms of this Agreement or the Sector’s  
31 Bylaws.  
32

33 The indemnification obligations of the parties shall be joint and several.  
34

35 For the purposes of this Section, “Losses” shall mean any and all claims, liabilities,  
36 obligations, judgments, liens, injunctions, charges, orders, decrees, rulings, damages,  
37 dues, assessments, taxes, losses, fines, penalties, expenses, fees, costs, amounts paid  
38 in settlement (including reasonable attorneys’ and witness fees and disbursements in  
39 connection with investigating, defending or settling any action or threatened action)  
40 arising out of any claim, complaint, demand, cause of action, action, suit or other  
41 proceeding asserted or initiated or otherwise existing.  
42

43 The obligations under this Section shall survive the termination of this Agreement  
44 and the expulsion of any Member pursuant to Section 2.7.  
45

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**5.14. Administrative Enforcement**

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

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

## 5.15. Schedule of Penalties

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

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

Terry Alexander

Frank Patania

Maggie Raymond

Phil Ruhle





William Francis Galvin  
Secretary of the  
Commonwealth

*The Commonwealth of Massachusetts*  
*Secretary of the Commonwealth*  
*State House, Boston, Massachusetts 02133*

Date: September 02, 2013

To Whom It May Concern :

I hereby certify that according to the records of this office,  
**SUSTAINABLE HARVEST SECTOR III, INC.**

is a domestic corporation organized on **August 12, 2010**

I further certify that there are no proceedings presently pending under the Massachusetts General Laws Chapter 180 section 26 A, for revocation of the charter of said corporation; that the State Secretary has not received notice of dissolution of the corporation pursuant to Massachusetts General Laws, Chapter 180, Section 11, 11A, or 11B; that said corporation has filed all annual reports, and paid all fees with respect to such reports, and so far as appears of record said corporation has legal existence and is in good standing with this office.



In testimony of which,  
I have hereunto affixed the  
Great Seal of the Commonwealth  
on the date first above written.

Secretary of the Commonwealth

Certificate Number: 13093850580

Verify this Certificate at: <http://corp.sec.state.ma.us/CorpWeb/Certificates/Verify.aspx>

Processed by: cal

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

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

Sector: Sustainable Harvest Sector 3

Valid Sector LOA? Yes

**Most Recent Northeast Federal Fishery Permit Data**

Permit Year	Plan	Category	Description	Start Date	End Date
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	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	RCB	A	RED CRAB - OPEN ACCESS - INCIDENTAL BYCATCH - 2013	02-APR-13	28-FEB-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

Vessel: 1987 WEN92721A687  
 Northeast Federal Fishery Permit: 149358  
 US Coast Guard Doc #/State Registration # : NJ8280FK  
 Primary Owner|Corporation Name: MNT VERNON LLC  
 Address:  
 PO BOX 830  
 CAPE MAY, NJ 08204  
 Phone: (609) 884-7600

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

Sector: Not in a Sector

Valid Sector LOA? N/A

**Most Recent Northeast Federal Fishery Permit Data**

Permit Year	Plan	Category	Description	Start Date	End Date
2012	BLU	1	BLUEFISH - COMMERCIAL - 2012	01-MAY-12	16-MAR-12
2012	BSB	1	BLACK SEA BASS - COMMERCIAL MORATORIUM - 2012	01-MAY-12	16-MAR-12
2012	DOG	1	SPINY DOGFISH - COMMERCIAL - 2012	01-MAY-12	16-MAR-12
2012	FLS	1	SUMMER FLOUNDER - COMMERCIAL MORATORIUM - 2012	01-MAY-12	16-MAR-12
2012	HMS	1	INCIDENTAL HMS SQUID TRAWL 2012	01-MAY-12	16-MAR-12
2012	HRG	D	HERRING - OPEN ACCESS - POSSESSION LIMIT - 2012	01-MAY-12	16-MAR-12
2012	LGC	C	SCALLOP - LAGC - INCIDENTAL - 2012	01-MAR-12	16-MAR-12
2012	LO	1	AMERICAN LOBSTER - NON -TRAP - 2012	01-MAY-12	16-MAR-12
2012	MNK	D	MONKFISH - CATEGORY D - 2012	01-MAY-12	16-MAR-12
2012	MUL	A	NE MULTISPECIES - INDIVIDUAL DAS - 2012	01-MAY-12	16-MAR-12
2012	OQ	6	OCEAN QUAHOG - 2012	01-MAY-12	16-MAR-12
2012	RCB	A	RED CRAB - OPEN ACCESS - INCIDENTAL BYCATCH - 2012	01-MAR-12	16-MAR-12
2012	SCP	1	SCUP - COMMERCIAL MORATORIUM - 2012	01-MAY-12	16-MAR-12
2012	SF	1	SURF CLAM - 2012	01-MAY-12	16-MAR-12
2012	SKT	1	SKATE - 2012	01-MAY-12	16-MAR-12
2012	SMB	1	LONGFIN SQUID/BUTTERFISH-COMM. MORATORIUM - 2012	01-MAY-12	16-MAR-12
2012	SMB	4	ATLANTIC MACKEREL - 2012	01-MAY-12	16-MAR-12
2012	SMB	5	ILLEX SQUID - COMMERCIAL MORATORIUM - 2012	01-MAY-12	16-MAR-12
2012	TLF	1	TILEFISH - COMMERCIAL/INCIDENTAL - 2012	01-MAY-12	16-MAR-12

# National Marine Fisheries Service

## NMFS vessel/fishery data as of November 15, 2013, 12:01 pm

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

### Most Recent Vessel Data

Vessel: CAPT CRABBY  
 Northeast Federal Fishery Permit: 150495  
 US Coast Guard Doc #/State Registration # : MS2109A  
 Primary Owner/Corporation Name: DAVID ARIPOTCH  
 Address:  
 PO BOX 1036  
 MONTAUK, NY 11954  
 Phone: (631) 668-7654

Hailing Port: GLOUCESTER, MA.  
 Principal Port: GLOUCESTER, MA.

Sector: Not in a Sector

Valid Sector LOA? N/A

### Most Recent Northeast Federal Fishery Permit Data

Permit Year	Plan	Category	Description	Start Date	End Date
2010	BLU	1	BLUEFISH - COMMERCIAL - 2010	01-MAY-10	13-JAN-11
2010	BSB	1	BLACK SEA BASS - COMMERCIAL MORATORIUM - 2010	01-MAY-10	13-JAN-11
2010	DOG	1	SPINY DOGFISH - COMMERCIAL - 2010	01-MAY-10	13-JAN-11
2010	FLS	1	SUMMER FLOUNDER - COMMERCIAL MORATORIUM - 2010	01-MAY-10	13-JAN-11
2010	LGC	A	SCALLOP - LAGC - IFQ - 2010	13-MAR-10	13-JAN-11
2010	LO	1	AMERICAN LOBSTER - NON -TRAP - 2010	01-MAY-10	13-JAN-11
2010	LO	A2	AMERICAN LOBSTER - TRAP - AREA 2 - 2010	01-MAY-10	13-JAN-11
2010	LO	A6	AMERICAN LOBSTER - TRAP - AREA 6 - 2010	01-MAY-10	13-JAN-11
2010	MNK	E	MONKFISH - INCIDENTAL CATEGORY E - 2010	01-MAY-10	13-JAN-11
2010	MUL	A	NE MULTISPECIES - INDIVIDUAL DAS - 2010	01-MAY-10	13-JAN-11
2010	RCB	A	RED CRAB - OPEN ACCESS - INCIDENTAL BYCATCH - 2010	13-MAR-10	13-JAN-11
2010	SCP	1	SCUP - COMMERCIAL MORATORIUM - 2010	01-MAY-10	13-JAN-11
2010	SKT	1	SKATE - 2010	01-MAY-10	13-JAN-11
2010	SMB	1	LOLIGO/BUTTERFISH - COMMERCIAL MORATORIUM - 2010	01-MAY-10	13-JAN-11
2010	SMB	3	SQUID/BUTTERFISH - INCIDENTAL - 2010	01-MAY-10	13-JAN-11

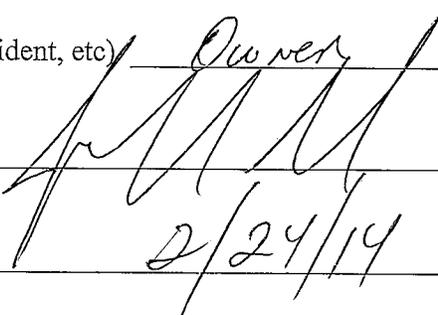
**THE SUSTAINABLE HARVEST SECTOR III  
SECTOR OPERATIONS PLAN FOR FISHING YEAR MAY 2014-APRIL 2015**

The undersigned agrees to execute the Sustainable Harvest Sector III Operations Plan and Sustainable Harvest Sector III Membership Agreement for the fishing year May 2014 – April 2015, as of the date written below.

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

Name Jeffrey Reichle

Capacity (owner, president, etc) Owner

Signature 

Date 2/24/14

**THE SUSTAINABLE HARVEST SECTOR III  
SECTOR OPERATIONS PLAN FOR FISHING YEAR MAY 2014-APRIL 2015**

The undersigned agrees to execute the Sustainable Harvest Sector III Operations Plan and Sustainable Harvest Sector III Membership Agreement for the fishing year May 2014 – April 2015, as of the date written below.

Permit #	Moratorium Right ID	Permit Name
149544	415	TORI T

Name Christopher G. Yattaw

Capacity (owner, president, etc) owner

Signature Christopher G. Yattaw

Date 2-26-14

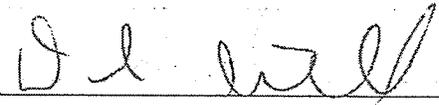
**THE SUSTAINABLE HARVEST SECTOR III  
SECTOR OPERATIONS PLAN FOR FISHING YEAR MAY 2014-APRIL 2015**

The undersigned agrees to execute the Sustainable Harvest Sector III Operations Plan and Sustainable Harvest Sector III Membership Agreement for the fishing year May 2014 – April 2015, as of the date written below.

Permit #	Moratorium Right ID	Permit Name
321025	1536	CAITLYN & MAIREAD
150495	2461	CAPT CRABBY

Name DAVID ARIPORU

Capacity (owner, president, etc) OWNER/PRESIDENT

Signature 

Date 02/27/14

**THE SUSTAINABLE HARVEST SECTOR III  
SECTOR OPERATIONS PLAN FOR FISHING YEAR MAY 2014-APRIL 2015**

The undersigned agrees to execute the Sustainable Harvest Sector III Operations Plan and Sustainable Harvest Sector III Membership Agreement for the fishing year May 2014 - April 2015, as of the date written below.

Permit #	Moratorium Right ID	Permit Name
241823	2122	CHARLIE III

Name Mary T. Harris

Capacity (owner, president, etc) owner

Signature 

Date 3-3-14

**THE SUSTAINABLE HARVEST SECTOR III  
SECTOR OPERATIONS PLAN FOR FISHING YEAR MAY 2014-APRIL 2015**

The undersigned agrees to execute the Sustainable Harvest Sector III Operations Plan and Sustainable Harvest Sector III Membership Agreement for the fishing year May 2014 – April 2015, as of the date written below.

Permit #	Moratorium Right ID	Permit Name
330873	1875	BRIDGET DENISE
410584	788	LADY ANNA
330823	785	PACIFICS
310988	1578	VICKIE II
330812	1723	BALD EAGLE II
330786	1752	Sassy Sarah

Name JOEY DANIELS

Capacity (owner, president, etc) OWNER VICE President

Signature Joey Daniels

Date 3-3-2014

<b>MRI</b>	<b>PERMIT NUMBER</b>	<b>PERMIT NAME</b>	<b>WILL FISH</b>
415	149544	TORI T	
785	330823	PACIFICS	
788	410584	LADY ANNA	
853	149358	MT VERNON	
993	149462	REICHLE 12	
1536	321025	CAITLYN & MAIREAD	
1578	310988	VICKIE II	
1723	330812	BALD EAGLE II	
1752	330786	SASSY SARAH	
1849	149859	REICHLE/LOW 2004 OPEN	
1875	330873	BRIDGET DENISE	
2122	241823	CHARLIE III	
2461	150495	CAPT CRABBY	

MRI	Federal Permits Assoc w this permit	State Permits
415	Bluefish, Dogfish, Herr (D), Monk (D), R Crab, Skate, SMB, Tilefish	None
798	Bluefish, BS Bass, Dogfish, Fluke, Herr, Lobst (1), Monk (E), Quahog, R Crab, LA Scallop, Scup, S Clam, Skate, SMB, Tilefish	None
853	Bluefish, BS Bass, Dogfish, Fluke, Herr(D), GC Scallop, Lobst (1), Monk (E), Quahog, R Crab, LA Scallop, Scup, S Clam, Skate, SMB, Tilefish	NJ comm crab, Del Bay Gillnet, comm marine, lobster, summer flounder, Black Sea Bass, Tautog
2315	Bluefish, BS Bass, Dogfish, Fluke, Herr (D), Lobst (1), Monk (D), R Crab, Scup, Skate, SMB, Tilefish	None
993	Bluefish, BS Bass, Dogfish, Fluke, Herr (D), GC Scallop, Lobst (1), Monk (E), R Crab, Scup, Skate, SMB, Tilefish	None
1849	Bluefish, BS Bass, Dogfish, Herr (D), GC Scallop, Monk ©, R Crab, Scup, Skate, SMB, Tilefish	None
2461	Bluefish, BS Bass, Dogfish, Fluke, GC Scallop, Lobst (1, A2, A6), Monk (E), R Crab, Scup, Skate, SMB, Tilefish	NY foodfish, summer flounder, striped bass, crab, comm lobster, areas 2, 3, 6, shellfish digger
1536	Bluefish, BS Bass, Dogfish, Fluke, Herr ©, Lobst (1, A2, A6), Monk F), Quahog, R Crab, Scup, S Clam, Skate, SMB, Tilefish	NJ summer flounder, NY foodfish, fluke, str bass,
1751	BLUEFISH, BLACK SEA BASS, SPINY DOGFISH, SUMMER FLOUNDER , INCIDENTAL HMS SQUID, HERRING - OPEN ACCESS, SCALLOP - LAGC – IFQ, AMERICAN LOBSTER - NON –TRAP, MONKFISH - INCIDENTAL CATEGORY E , OCEAN QUAHOG, SCUP, SKATE, LOLIGO/BUTTERFISH, SQUID/MACKEREL/BUTTERFISH, ATLANTIC MACKEREL, ILLEX SQUID, TILEFISH	None

1875	BLUEFISH, BLACK SEA BASS, SPINY DOGFISH, SUMMER FLOUNDER, HERRING - OPEN ACCESS, SCALLOP – LAGC, AMERICAN LOBSTER - NON –TRAP, MONKFISH (D), OCEAN QUAHOG, SCUP, SKATE, RED CRAB, SURF CLAM, SQUID./BUTTERFISH, ATLANTIC MACKEREL, TILEFISH	None
788	BLUEFISH, BLACK SEA BASS, SPINY DOGFISH, SUMMER FLOUNDER, HERRING - OPEN ACCESS, SCALLOP – LAGC, AMERICAN LOBSTER - NON –TRAP, MONKFISH (D), OCEAN QUAHOG, SCUP, SKATE, RED CRAB, SURF CLAM, SQUID./BUTTERFISH, ATLANTIC MACKEREL, TILEFISH	None
785	BLUEFISH, BLACK SEA BASS, SPINY DOGFISH, SUMMER FLOUNDER, HERRING - OPEN ACCESS, SCALLOP – LAGC, AMERICAN LOBSTER - NON –TRAP, MONKFISH (D), OCEAN QUAHOG, SCUP, SKATE, SURF CLAM, SQUID./BUTTERFISH, ATLANTIC MACKEREL, TILEFISH	None
1578	BLUEFISH, BLACK SEA BASS, SPINY DOGFISH, SUMMER FLOUNDER, HERRING - OPEN ACCESS, SCALLOP – LAGC, AMERICAN LOBSTER - NON –TRAP, MONKFISH (D), OCEAN QUAHOG, SCUP, SKATE, SURF CLAM, SQUID./BUTTERFISH, ATLANTIC MACKEREL, TILEFISH	None
1723	BLUEFISH, BLACK SEA BASS, SPINY DOGFISH, SUMMER FLOUNDER, HERRING - OPEN ACCESS, SCALLOP – LAGC, AMERICAN LOBSTER - NON –TRAP, MONKFISH (D), OCEAN QUAHOG, SCUP, SKATE, RED CRAB, SURF CLAM, SQUID./BUTTERFISH, ATLANTIC MACKEREL, TILEFISH	None
1752	BLUEFISH, BLACK SEA BASS, SPINY DOGFISH, SUMMER FLOUNDER, HERRING - OPEN ACCESS, SCALLOP – LAGC, AMERICAN LOBSTER - NON –TRAP, MONKFISH (D), OCEAN QUAHOG, SCUP, SKATE, RED CRAB, SURF CLAM, SQUID./BUTTERFISH, ATLANTIC MACKEREL, TILEFISH	None

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

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

Sector: Sustainable Harvest Sector 3

Valid Sector LOA? Yes

**Most Recent Northeast Federal Fishery Permit Data**

Permit Year	Plan	Category	Description	Start Date	End Date
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	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	RCB	A	RED CRAB - OPEN ACCESS - INCIDENTAL BYCATCH - 2013	02-APR-13	28-FEB-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



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

### CONFIRMATION OF PERMIT HISTORY (CPH)

Date Issued: January 10, 2011

History Owner: David Aripotch

Vessel Name: CAPT CRABBY

Permit Number: 150495

Doc/Reg Number: MS2109A

This confirms that you have retained the above-named vessel's limited access fishing rights and fishing permit history in the Northeast multispecies, summer flounder, black sea bass, *Loligo*/butterfish, scup, Limited Access General Category (LAGC-IFQ) scallop, and American lobster fishery. Issuance of this CPH preserves the eligibility of this history owner to apply for limited access permits for a replacement vessel based on the vessel's fishing and permit history, subject to the replacement provisions.

This CPH will remain valid until the above vessel's fishing and permit history are used to qualify a vessel for a limited access permit.

Please retain this confirmation for your records. If you have questions concerning this confirmation, please call the Northeast Region information line at 978-281-9278.

Sincerely,

Patricia A. Kurkul  
Regional Administrator



## National Marine Fisheries Service

NMFS vessel/fishery data as of March 9, 2014, 11:26 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. Multiple 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 shall not be held liable for any permit determination regarding vessel eligibility for any permit.

### Most Recent Vessel Data

Vessel: CHARLIE II  
 Northeast Federal Fishery Permit: 241823  
 US Coast Guard Doc #/State Registration #: M04740AJ  
 Primary Owner/Corporate Name: MARY T HARRIS  
 Address:  
 2 BORDEN ROAD  
 SCITUATE, MA 02000  
 Phone: (781) 545-1954

Hailing Port: SCITUATE, MA  
 Principal Port: SCITUATE, MA

Sector: Sustainable Harvest Sector 3

Valid Recreational? Yes

### Most Recent Northeast Federal Fishery Permit Data

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