

**NORTHEAST COASTAL COMMUNITIES SECTOR
MEMBERSHIP AGREEMENT AND OPERATIONS PLAN**

Fishing Year 2013

This Membership Agreement and Operations Plan ("Agreement") is entered into as of this 3rd day of December, 2012 by and among the permit owners who have signed this Agreement on the signature pages hereto, and any other permit owners that are admitted pursuant to the terms of this Agreement (each, a "Member" and, collectively, the "Members").

RECITALS

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

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

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

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

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

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

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

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

ARTICLE I - Representations and Warranties of the Members

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

Section 1.01 Eligibility

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

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

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

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

Section 1.02 Organization and Authority

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

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

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

ARTICLE II – Duty of Cooperation

Section 2.01 Sector Agreement and Its Purposes

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

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

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

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

ARTICLE III – Membership

Section 3.01 Voluntary Membership

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

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

Section 3.02 Scope of Membership Obligations

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

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

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

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

- a. Exhibit A - Penalty Schedule
- b. Exhibit B – Harvest Plan
- c. Exhibit C – Sector Administration
- d. Exhibit D – At Sea Monitoring Plan
- e. Exhibit E – Dockside Monitoring Plan
- f. Exhibit F – ACE Monitoring Plan
- g. Exhibit G – List of Member Federal Permits
- h. Exhibit H – List of Member State Permits
- i. Exhibit I – Monitoring Service Provider Information
- j. Exhibit J – Records Access Authorization

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

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

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

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

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

Section 3.03 Length of Commitment

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

3.03.2. If NMFS does not approve the Sector application and this Agreement, as the same may be amended, for the 2013 fishing year, then the obligation of such Member under this Agreement shall terminate effective as of the date of the Sector's receipt of the final decision by NMFS to disapprove the Sector application, and the Member will remain in the common pool under the Plan.

3.03.3. If NMFS approves this Agreement and the Sector application, the Members may renew this Agreement for application to future fishing years, upon terms and condition acceptable to the Members. Each Member must express their interest in renewal of the Agreement by December 3, 2012.

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

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

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

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

Section 3.04 Permit Transfers

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

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

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

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

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

Section 3.05 Right of First Refusal (Administrative only)

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

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

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

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

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

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

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

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

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

Section 3.06 Membership Financial Obligations (Administrative only)

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

ARTICLE IV – Administration

Section 4.01 Sector Manager (Administrative only)

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

Section 4.02 Manager Responsibilities and Authority

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

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

- a. calculate and inform each vessel owner of their annual allocation of the Sector's ACE for each stock for the year;
- b. oversee compliance with the Sector Operations and Harvest Plans, including administration of all required monitoring programs, including, but not limited to,

- monitoring of catch and discards by stock and location for each vessel in the Sector relative to the ACE for each groundfish fishery stock to the Sector;
- c. maintain current calculations of individual Member and aggregate Sector landings and discards of all multispecies stocks relative to the Sector's ACE and report those calculations to NMFS weekly, or more frequently as required under special Harvest Plans;
 - d. serve as the official liaison between the Sector and NMFS, and maintain effective and regular communications with NMFS and Sector Members regarding Sector and individual Member progress towards full harvest of their respective allocations for each species. The Manager shall also prepare an annual Sector report to NMFS consistent with any applicable NMFS requirements;
 - e. develop special Harvest Plans as anticipated by the Operations Plan or as directed by the Board of NMFS in order to ensure compliance with allocation limits by the Sector and its Members;
 - f. conduct and track all trading, buying and selling of allocations among Sector Members and any ACEs between Sectors;
 - g. trade, buy, or sell ACEs in whole or part, with approval from the Board;
 - h. report to all Members on the decision to distribute any reserve that has been set aside under the Operations Plan;
 - i. issue a *stop fishing order* which shall apply to all Members if there are reasonable grounds to determine that the Sector may have exceeded, or is in imminent danger of exceeding, the Sector's ACE for a stock;
 - j. issue a *stop fishing order* to any individual Sector Member if there are reasonable grounds to determine that the Member has caused, or is in imminent danger of causing, the Sector to violate its obligations under this Sector Agreement or any Harvest Plan, or that the Member has violated this Agreement;
 - k. seek any judicial remedy, including, but not limited to a temporary restraining order, a preliminary injunction, or any other equitable remedy, against any Member in order to enforce the terms of this Agreement or a Harvest Plan. This authority shall apply regardless of whether the violating Member is seeking reconsideration of the Sector Manager's enforcement decision under this Agreement;
 - l. act as designated agent for service of process;
 - m. in addition to issuing a stop fishing order upon reaching an ACE limit as stated in letter "i" above, lease additional ACE from outside the Sector as needed to cover overages, and/ or to enable the Sector to continue fishing; and
 - n. any other duties delegated by the Board of Directors.

Section 4.03 Infractions Committee

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

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

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

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

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

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

Section 4.04 Member Violation Reporting Responsibility

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

ARTICLE V – Allocation

Section 5.01 Annual Distributions and Transfers

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

5.01.2. Each Member agrees to cause its Participating Vessels to, exercise all commercially reasonable efforts to (i) assist in harvesting the regulated species in an amount equal to, but not greater than, the ACE, consistent with the applicable Harvest Plan, and (ii) to comply with all of the other Sector requirements set forth in this Agreement.

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

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

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

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

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

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

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

Section 5.02 Reserve (Administrative only)

5.02.1. Each Member agrees that the Board may, in its sole discretion, establish a reserve for one or more species under the Sector ACE in order to ensure that the Sector remains in compliance with its ACE limit for that species; provided, however, that such reserve

shall not exceed ten percent of the ACE for that species.

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

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

Section 5.03 Distribution of Reserve (Administrative only)

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

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

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

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

Section 5.04 Fishing History in Sector

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

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

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

Section 5.05 Sector Participation Impact on Fishing History

The Members agree that it is their intent that a Member's Permit fishing history (including fishing history from areas or species not covered by the Sector, or DAS allocations), as reported to NMFS prior to joining the Sector, will not be diminished or

penalized as a result of a Member's participation in the Sector instead of participation in the common pool under the Plan.

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

Section 6.01 Participating Vessel Catch Reports

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

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

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

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

6.01.5. The reporting frequency for the sector manager's ACE Status Report will be increased to daily when 90% of any of the sector's ACEs is reached. An alternative threshold for increasing reporting frequency may be implemented during FY 2013 if agreed upon by the sector and NMFS. The Sector Manager, or a designated representative, will notify NMFS immediately by email, or mail if this, or an agreed upon alternative threshold has been met that triggers daily reporting.

Section 6.02 Dealer Sales and Reporting

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

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

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

6.02.4. Each Member acknowledges that it is the Member's responsibility to ensure timely dealer reporting in accordance with this Agreement, and any failure of the dealer

to timely deliver the reports for a Member's Participating Vessel shall be deemed a breach of this Agreement by such Member.

Section 6.03 Catch Verification

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

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

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

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

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

Section 6.04 Catch Monitoring

All Participating Vessels shall hail "trip end" to NMFS and the Sector Manager.

Section 6.05 Landing Port Exceptions

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

Section 6.06 Observed Offloading

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

Section 6.07 Advanced Notice of Offloading

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

Section 6.08 Proof of Sector Membership

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

Section 6.09 Gear and Area Restrictions

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

Section 6.10 Operators

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

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

ARTICLE VII – Enforcement

Section 7.01 Agreement Enforcement

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

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

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

Section 7.02 Procedures for Investigations and Enforcement Actions

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

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

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

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

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

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

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

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

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

Section 7.03 Sector Member Liability for NMFS Enforcement

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

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

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

Section 7.04 Injunctive Relief

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

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

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

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

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

Section 7.05 Penalties and Attorney's Fees

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

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

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

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

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

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

Section 7.07 Alternative Dispute Procedures (Administrative only)

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

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

Section 7.08 Indemnification (Administrative only)

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

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

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

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

ARTICLE VIII – Expulsion of Members

Section 8.01 Cause

8.01. The Members agree that a Member and its Permit(s), and Participating Vessel(s) may be expelled from the Sector if: (i) the actions of a Member or its Participating Vessel seriously undermine and threaten the existence of the Sector; (ii) the actions of such Member and/or its Participating Vessel (or operators of participating Vessel) have exposed other Members of the Sector to monetary penalties or Losses; (iii) Such

Member has been convicted of a serious crime; (iv) Such Member has not paid all its financial obligations to the Sector under this Agreement; or (v) a Member violates a Sector Manager's stop fishing order.

Section 8.02 Procedure

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

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

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

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

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

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

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

ARTICLE IX – Term/Termination

Section 9.01 Term

The effective date of this Agreement shall be the date of the Regional Administrator's approval of this Agreement under 50 CFR Part 648.87 and the Agreement shall remain effective until the termination date on the last day of the 2013 fishing year in April 2014

(the "Term").

Section 9.02 Extension

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

ARTICLE X – Miscellaneous

Section 10.01 Entire Agreement

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

Section 10.02 Succession and Assignment

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

Section 10.03 Counterparts

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

Section 10.04 Notices

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

Section 10.05 Governing Law

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

of Maine or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Maine.

Section 10.06 Change in Law

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

Section 10.07 Consent to Jurisdiction and Venue

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

Section 10.08 Amendments and Waivers (Administrative only)

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

Section 10.09 Severability (Administrative only)

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

Section 10.10 Expenses (Administrative only)

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

Section 10.11 Incorporation of Exhibits and Other Documents

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

[SIGNATURE PAGES WILL BE SUBMITTED WITH THE SECTOR ROSTER
ON DECEMBER 3, 2012, AND ATTACHED TO THIS DOCUMENT THEREAFTER]

EXHIBITS

TABLE OF CONTENTS

- a. Exhibit A - Penalty Schedule
- b. Exhibit B – Harvest Plan
- c. Exhibit C – Sector Administration
- d. Exhibit D – At Sea Monitoring Plan
- e. Exhibit E – Dockside Monitoring Plan
- f. Exhibit F – Annual Catch Entitlement Monitoring Plan
- g. Exhibit G – List of Sector Member Federal Permits
- h. Exhibit H – List of Sector Member State Permits
- i. Exhibit I – Monitoring Service Provider Information
- j. Exhibit J – Records Access Authorization

EXHIBIT A: PENALTY SCHEDULE

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

EXHIBIT B: HARVEST PLAN, FY 2013

Harvest rules

The Members and the Participating Vessels of the Northeast Coastal Communities Sector agree to be legally-bound to follow the Operations Plan and Harvesting Rules for the 2013 fishing year as described herein, notwithstanding those rules and regulations applicable to common pool Multispecies vessels.

I. Monitoring

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

II. Quota management

1. Annual Catch Entitlement (“ACE”): The portion of the Plan TAC for each species that has been allocated to the Sector by NMFS. The Members agree that they will not collectively harvest more than the Sector ACE for each stock and that once the annual ACE for a stock is reached, no Member will fish commercially with any fishing gear capable of catching such fully harvested stock. The annual ACE for any stock may be increased or decreased after initial NMFS ACE decision by means of ACE transfers between Sectors as provided in the Membership Agreement and Operations Plan (“Agreement”).
2. Weekly and monthly allocation of all stocks quota targets: The Board of Directors may establish monthly, weekly, or trip target quotas to slow down harvest rates. If such target quotas are imposed, Sector Members agree to adjust their fishing operations to avoid exceeding these quotas.
3. Full retention: All legal size allocated stocks harvested during any fishing operation must be retained, landed and counted against the Sector’s Aggregate Allocation.

III. Administrative

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

IV. Gear requirements

1. Gear Restriction: Vessels will use otter trawls, hooks or gillnets.
2. Hook Size: All tub trawl and longline hooks must be 12/0 circle hooks or larger unless an exemption is approved for the 2013 fishing year. (Handline hooks have no minimum size.) For these purposes, a “circle hook” is defined as a hook with the point turned back towards the shank and the barbed end of the hook is displaced (offset) relative to the parallel plane of the eyed-end, or shank of the hook when laid on its side.
3. Mesh size: All otter trawl mesh must be 6 ½ inch mesh or larger.
4. Spawning Season Restrictions: Sector Vessels are not required to adhere to the seasonal closure on Georges Bank (May 1 through May 31). Participating vessels are exempt from existing “rolling closures”. However, all vessels need to abide by new spawning closures as defined in Amendment 16.
5. Operating Area: Participating vessels will fish in the Gulf of Maine, George’s Bank, and Southern New England using fishing gear capable of catching allocated stocks under the Plan.

Exemptions requested

1. Exemption from the hook limits for the GOM, GB, and SNE areas.
2. Exemption from the 20 day out rule.
3. Exemption from the 120 days out gillnet rule.
4. DAS Leasing Length and Horsepower Restrictions
5. Limitations on the number of gillnets for day gillnet vessels.
- 6.
7. Prohibition on discarding.
8. In accordance with the Magnuson-Stevens Act (16 U.S.C. 1801 et seq.), and 50 CFR 600.745, the Sector is requesting exemptions from the following regulations for sampling purposes only: minimum fish size restrictions; fish possession limits; species quota closures; prohibited fish species, not including species protected under the Endangered Species Act; and gear-specific fish possession restrictions. All fish that do not comply with applicable fishing regulations must be discarded as soon as practicable following data collection, and shall not enter port or be landed. Length and weight measurements would be taken. The information would be used by a valid research institution for the purposes of informing the existing stock assessment framework.
9. Prohibition on a vessel hauling another vessel’s hook or trap gear.
This exemption currently exists for gillnet and hook. We ask that it be extended to fish trap gear as well. We will begin an experimental fishery within the sector mortality control, for groundfish. This project is funded by the Gulf of Maine Research Institute’s GearNet program.

10. Fed Reg #19: Requirement to Power a VMS while at the dock. This exemption would apply only to NE Multispecies permit holders. Vessels with other permits requiring constant reporting would not be exempt.

Inshore Gulf of Maine declaration

Purpose: For the purpose of providing the Sector and its Manager with a greater understanding of the fishing patterns conducted by their members, the following reporting requirements have been crafted and adopted by the Sector in collaboration with all Northeast Groundfish Sectors in the region. These provisions afford Sectors an administrative tool to track fishing activity west of the 70:15.

Definitions: For the purpose of this Declaration, the portion of BSA 1 West of 70:15 to the shoreline north to the Maine Coast and South to Cape Cod would be defined as **Inshore GOM.**

Fishing Vessel Requirements:

When an Observer/Monitor is onboard. The Sector Vessel may declare and fish in all Broad Stock Areas, including the portion of BSA 1 defined as the Inshore GOM defined in this section and fishing activity may occur in any declared BSA.

When an Observer/Monitor is NOT onboard.

1. If the Sector Vessel intends to fish west of the 70:15 in the area described above as the Inshore GOM, at any time during a trip, the vessel must declare BSA 1 only and the Sector Vessel may not conduct any fishing activity outside of the area defined as BSA 1 for the entire trip.
2. If the Sector Vessel declares more than one Broad Stock Area on the trip, the vessel is prohibited from conducting fishing activity West of the 70:15 in the area described above as the Inshore GOM and the vessel must indicate acknowledgement of this restriction by transmitting a **Trip Start Hail**, through their VMS unit or 3rd Party Software and include **IGOM** in the “Comments” section of the **Trip Start Hail**.

Verification of Compliance: The Sector Managers will be provided a preliminary list of Vessels that appear from VMS activity to have conducted fishing activity both inshore and offshore on the same trip, where an observer/monitor was not present. The Manager will utilize this preliminary list, plus additional information available such as VMS vessel plot information for the trip in question and will forward any trips of concern immediately to the Sectors Enforcement Committee. The Managers of the Groundfish Sectors & Program Director of NESSN (on behalf of NEF Sectors) will communicate with each other regularly about trips of concerns, investigations and resolution.

EXHIBIT C: SECTOR ADMINISTRATION

Compliance with Sector ownership provision established in Amendment 16

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

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

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

Compliance with Letters of Authorization (LOA’s)

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

Training for Members in Sector’s business rules

The Sector Manager has held numerous fishermen’s meetings to engage fishermen in the development of the Northeast Coastal Community Sector operations plan and environmental assessment. Meetings will continue with all Sector Members prior to May 1, 2013. Meeting content will include all sector requirements, including but will not be limited to: monitoring requirements, reporting requirements, stop fishing orders, and violations.

Oversight and management of the Sector

The Sector Manager for the Northeast Coastal Communities Sector works from the Penobscot East Resource Center “Penobscot East” office in Stonington, Maine. Penobscot East is a 501(C)(3) nonprofit corporation. The Sector legal entity is incorporated as a nonprofit 501 (c)(5) with articles of incorporation filed in the state of Maine, and is therefore subject to NMFS enforcement action for violation of sector regulations. The new nonprofit corporation has a Board of Directors. The Board’s responsibilities are outlined, in part, in the Sector contract. The Board’s responsibilities are also described in detail in the Sector bylaws.

Reconciling conflicting data reports

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

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

Transmission of reports

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

Business rules for unexpected situations

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

Reporting - missing reports/ non-compliance

Standard reporting procedure

Vessel trip reports

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

Dealer reports

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

Hails

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

Special circumstances

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

Vessel trip reports

If the Member cannot send the report electronically and cannot physically send the report in a timely manner, then the Member must call the Sector Manager and convey the information over the phone. It is then the Sector Manager's responsibility to confirm to the Members that the report has been received. If the Sector Manager does not receive the report within two days of the fishing trip, the Member will not be allowed to make a

future trip within the Sector until the report is received. Fishing in violation of the Sector rules may be enforced by the Sector according to the schedule of penalties outlined in Exhibit A, and may also be enforced by the National Marine Fisheries Service Office of Law Enforcement (NMFS OLE) if this fishing occurs despite a stop fishing order.

Hails

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

Dealer reports

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

Information technology necessary to manage monitoring and reporting

Vessels will have the option to use the FLDRS data reporting system developed by the Northeast Fisheries Science Center for electronic vessel trip reports. If possible, this will be used in lieu of paper vessel trip reports, however all sector members will comply with applicable reporting requirements including submission of Vessel Trip Reports (VTRs). Vessels may only use the FLDRS data reporting system after first requesting this in writing to the Sector Manager, and being granted approval by the Sector Manager. The software would ideally facilitate the data collection on the vessel. Data could then either be emailed via VMS or transferred through a USB drive. If fishermen do not use the FLDRS data reporting system, then the Sector will rely on paper vessel trip reports. Additional monitoring reporting information technology needs will be met by the monitoring service provider.

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

Original distribution of catch history

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

Rules for entry and exit from the Sector

The Sector Approval process approved by the New England Fisheries Management Council and NMFS requires a one year sector contract. This Agreement meets that requirement. After December 1, 2011, no new Members may join the Sector for the 2013 fishing year. The Agreement provides a mechanism for Members to purchase additional permits with Sector oversight, but these provisions can only be used IF NMFS authorizes such a transfer.

The Agreement provides that any Member may voluntarily leave the Sector before December 31, 2011. The Agreement also provides that Members may exit upon termination of the Commitment Period. If Members attempt to exit the Sector during the Commitment Period, the Agreement provides that the departing Member is subject to the penalties listed in Exhibit A and must leave the unused portion of the Member's Sector allocation in the Sector for the remainder of the fishing year. The Agreement also allows a Member to sell, lease or transfer a Permit as defined in the Agreement subject to the Right of First Refusal and Sector oversight.

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

If Members elect to leave the Sector or are expelled from the Sector prior to May 1, 2013, they will fish in the common pool. If Members elect to leave the Sector or are expelled from the Sector on or after May 1st, 2013, then they will no longer fish in the Northeast Multispecies, monkfish or skate fisheries during the 2013 fishing year, though they would be permitted to participate in the lobster and other fisheries.

EXHIBIT D: AT-SEA MONITORING (ASM) PROGRAM

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

EXHIBIT E: DOCKSIDE MONITORING, FY 2013

Since NMFS no longer requires dockside monitoring in the 2013 Fishing Year, the Northeast Coastal Communities Sector will not contract with a monitoring service provider for dockside monitoring. However, the Sector will retain the trip end hail requirements for all fishing vessels.

Vessel Hails

Hail trip start

Prior to leaving port, vessels have the option to send a hail trip start message via either phone or VMS to both the Sector Manager and NMFS Office of Law Enforcement (OLE) stating the departure port, the landing port, the vessel permit number and trip ID number (VTR serial # on the first VTR page of trip), the anticipated time of departure and time of arrival, indicating whether the trip will be a single day or multiday trip. For trips less than 6 hours in length or occurring within 6 hours of port, the estimated time of arrival to port will be provided in the trip start hail. NMFS OLE will immediately send a confirmation to the vessel that the trip start hail was received. If the vessel does not receive confirmation within 10 minutes, the captain must contact NMFS OLE to confirm the trip start hail via phone as arranged by the service provider.

Hail trip end

The trip end hail will be sent upon completion of the last haul with required updated information.

Vessels will send a hail trip end message via either phone or VMS to both the Sector Manager and NMFS OLE. Trip boats must send this hail at least 6 hours prior to landing. The trip end hail will contain the following information: permit number, trip ID# (the serial number of the first Vessel Trip Report filled out for the trip), specific offload location(s) including (dock/dealer, port/harbor, and state), estimated landing time, estimated offloading time and estimated weight of each species of fish being landed. Upon receipt of the hail trip end message, NMFS OLE will send a confirmation message to both the vessel and the Sector Manager.

Landing

Sector vessels will only land their catch at a federally registered dealer. Sector Members may land their catch at a truck if a federally registered dealer is present. Sector members will not be allowed to offload at remote locations in the absence of a dealer. The exception to this rule is the emergency safe harbor provision listed below in this Exhibit.

Offload at multiple locations

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

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

Safe harbor provision

If for safety reasons, a vessel needs to land at a port that is not included in the list of ports in Exhibit F, “ACE monitoring” below, then the Member must inform the dockside monitor. The monitor then must notify both the Sector Manager by phone as well as the dealer for the originally intended port by phone of the new course of action. At this time, the Sector Manager will notify NMFS Office of Law Enforcement. The Member then has three options. The Member may:

1. Secure a new federally registered dealer to offload the catch with a certified scale, or
2. Secure the original dealer to drive to the new offload location and bring a certified scale, or
3. Not offload until the Member is able to return to the originally intended port and offload as originally planned.

Vessel trip reports

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

Electronic vessel trip reports

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

Stock apportionment

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

EXHIBIT F: ANNUAL CATCH ENTITLEMENT MONITORING

Sector Manager responsibilities with regard to ACE reporting

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

Stop fishing orders

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

ACE transfers

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

Stock-specific discard rates

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

Landings apportioned to stock area

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

How Sector will avoid exceeding allocations

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

Before the Sector approaches the 80% ACE threshold for any stock, the Board of Directors will issue or approve a second report to the Sector Members outlining the Board's leasing and/ or fishing practices recommendations for the remainder of the season. In this report, the Board may request that the Sector manager lease additional

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

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

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

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

Consolidation and redistribution of ACE

In FY 2011, 20% of the permits enrolled in the Northeast Coastal Communities (NCC) Sector for 2013 are attached to vessels actively fishing for NE multispecies. For FY 2013, the NCC Sector has 30 permits currently enrolled. Of those permits 10, 33%, are anticipated to actively fish for NE multispecies in FY 2013. While these numbers may change, the Sector expects that, compared to FY 2012, there would be no change from the consolidation that previously occurred within the sector during FY's 2011 to 2012. The member permits that are not attached to active NE multispecies vessels in FY 2011 are the same permits that leased out their PSC in FY 2011. There are no members in the Sector that own multiple Northeast Multispecies permits. In all cases, a member who owns multiple permits fished the ACE (or DAS if in the common pool) of all those permits on a single hull and will now continue to fish the ACE contributed by all those permits on the same single hull, resulting in no additional consolidation.

Potential redirection of effort

During FY 2011, no Northeast Coastal Communities Sector vessels switched fishing efforts into other fisheries.

During FY 2013, Northeast Coastal Communities Sector anticipates that no redirection of effort will take place.

Specific ports where Members will land fish

Except in the "Safe Harbor" provision detailed in this Exhibit, Sector Members will land

their catch in the following primary ports: Jonesport, ME; Beals Island, ME; Milbridge, ME; Winter Harbor, ME; Southwest Harbor, ME; Bar Harbor, ME; Bass Harbor, ME; Northeast Harbor, ME; Stonington, ME; Port Clyde, ME; New Bedford, MA; Menemsha, MA; Vineyard Haven, MA; Marshfield, MA, and Sandwich, MA.

How to avoid groundfish in other fisheries

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

EXHIBIT G: MEMBER FEDERAL PERMITS

Maine

MRI #	STATE	BLUEFISH	BLACK SEA BASS	SPINY DOGFISH	SUMMER FLOUNDER	HERRING	AMERICAN LOBSTER	MONKFISH	NORTHEAST MULTI-SPECIES	ATLANTIC DEEP SEA RED CRAB	SCUP	SKATE	SQUID/MACKEREL/BUTTERFISH	TILEFISH
2245	ME			1			A1	E	A					
47953	ME	1		1		D		E	HA			1	3,4	1
1508	ME						A1		A					
2278	ME	1,2	2	1	2	D	A1	E	A	A	2	1	2,3,4	
2413	ME	1				D	A1		A					
206	ME					D	A1		A					
1570	ME	1		1		D	A1		A	A			3	
47880	ME	1,2	2	1	2	D	A1	E	HA	A	2	1	2,3,4	1,2
283	ME						A1	E	A					
2042	ME	1		1		D	A1	E	A			1		1
122	ME	1		1		D	1,A1	E	A	A		1	3,4	1
1175	ME						A1		A					

Massachusetts

MRI #	STATE	BLUEFISH	BLACK SEA BASS	SPINY DOGFISH	S FLDR	HERRING	GEN CAT SCALLOP	LOBSTER	MONK	MULTS	OQ	RED CRAB	SCUP	SURF CLAM	SKATE	S/M/B	TILE
1768	MA	1,2	1,2	1	1,2	D	A	1,A1	E	A	6	A	1,2	1	1	1,2,4	1
1522	MA	1						A1,AOC	E	A		A	1		1	3,4	1
2180	MA	1	1	1				A2	E	A					1		
4160	MA	1	2	1	2	D	B		E	D	6	A	2	1	1	4	1
3924	MA	1	1					A2	E	D			1		1	4	1
225	MA	1		1	1	D	A	1,A1,AOC		A	6	A	1	1	1	1	1
658	MA	1	1	1	1	D	C	1,A2	D	A	6		1	1	1	1	1

EXHIBIT H: MEMBERS' STATE PERMITS

Maine

MRI #	Lobster	CFC:	CFS:	Commercial Pelagic with crew	Commercial Pelagic single	Scallop	Shrimp w/crew	Shrimp single	Sea Urchin
1508	x						x		x
206	x					x	x		
2278	x	x		x					
2042	x	x		x		x			
283	x	x				x			x
122	x	x	x		x			x	

Massachusetts

MRI #	Permit Type	Reporting Fed Vessel	Reporting Fed Comb	Reporting Paper	Fluke	Sea Bass	Scup	Sea Scallop	Striped Bass	Dogfish	Shellfish	SW Groundfish	Sea Urchin Diver	Sea Urchin Dredge	cap squid	cap whiting	Horseshoe crab	Surface Gillnet
1768	Coastal Lobster Boat 0-59 ft.	x		x				x	x	x	x					x		x
1522	Coastal Lobster Boat 0-59 ft.	x		x	x	x	x		x	x		x						
2180	Coastal Lobster		x			x			x		x		x	x				
4160	Coastal Lobster	x			x	x			x	x								
3924	Coastal Lobster	x							x									
225	Offshore Lobster	x			x	x	x	x			x				x	x		
658	Coastal Lobster	x			x	x	x	x			x				x		x	

EXHIBIT I: MONITORING SERVICE PROVIDER INFORMATION

The Sector will contract with a NMFS-approved at-sea monitoring service provider before May 1, 2013, and will notify NMFS of its selection.

EXHIBIT J: RECORD ACCESS AUTHORIZATION

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

NMFS vessel/fishery data as of July 1, 2013, 3:20 pm

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

Most Recent Vessel Data

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

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

Sector: NCCS

Valid Sector LOA? Yes

Most Recent Northeast Federal Fishery Permit Data

Permit Year	Plan	Category	Description	Start Date	End Date
2013	DOG	1	SPINY DOGFISH - COMMERCIAL - 2013	08-MAY-13	30-APR-14
2013	LO	A1	AMERICAN LOBSTER - TRAP - AREA 1 - 2013	08-MAY-13	30-APR-14
2013	MNK	E	MONKFISH - INCIDENTAL CATEGORY E - 2013	08-MAY-13	30-APR-14
2013	MUL	A	NE MULTISPECIES - INDIVIDUAL DAS - 2013	08-MAY-13	30-APR-14

Most Recent Vessel Data

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

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

Sector: NCCS

Valid Sector LOA? Yes

Most Recent Northeast Federal Fishery Permit Data

Permit Year	Plan	Category	Description	Start Date	End Date
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	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	SKT	1	SKATE - 2013	01-MAY-13	30-APR-14
2013	TLF	1	TILEFISH - COMMERCIAL/INCIDENTAL - 2013	01-MAY-13	30-APR-14

Vessel: UNICORN
 Northeast Federal Fishery Permit: 320660
 US Coast Guard Doc #/State Registration # : 509574
 Primary Owner|Corporation Name: VINEYARD HIGHLAND INC
 Address:
 PO BOX 396 STATE ROAD
 CHILMARK, MA 02535
 Phone: (508) 687-9686

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

Sector: NCCS

Valid Sector LOA? Yes

Most Recent Northeast Federal Fishery Permit Data

Permit Year	Plan	Category	Description	Start Date	End Date
2013	BLU	1	BLUEFISH - COMMERCIAL - 2013	01-MAY-13	30-APR-14
2013	BSB	1	BLACK SEA BASS - COMMERCIAL MORATORIUM - 2013	01-MAY-13	30-APR-14
2013	DOG	1	SPINY DOGFISH - COMMERCIAL - 2013	01-MAY-13	30-APR-14
2013	FLS	1	SUMMER FLOUNDER - COMMERCIAL MORATORIUM - 2013	01-MAY-13	30-APR-14
2013	HRG	D	HERRING - OPEN ACCESS - POSSESSION LIMIT - 2013	01-MAY-13	30-APR-14
2013	LGC	C	SCALLOP - LAGC - INCIDENTAL - 2013	08-MAR-13	28-FEB-14
2013	LO	1	AMERICAN LOBSTER - NON -TRAP - 2013	01-MAY-13	30-APR-14
2013	LO	A2	AMERICAN LOBSTER - TRAP - AREA 2 - 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	SCP	1	SCUP - COMMERCIAL MORATORIUM - 2013	01-MAY-13	30-APR-14

Board member	State	Last Name	First Name	Corporate Name
	ME	Carver	Dwight	
Secretary/ Treasurer	ME			Penobscot East Resource Center
	ME	Snell	Ed	
	ME	Pierce	Pamela	
	ME	Bray Jr.	Lawrence	
President	ME	Joyce	Jason	
	ME	Miller	Peter	
x	ME	Hodgkins	Lawrence	
	ME	Brewer	Russell	F/V Moonshine Inc.
	ME	Brewer	Maynard	
	ME	Bray III	Lawrence	
	ME	Stotz	John	
	ME	McGuire	J. Scott	My Lady Inc.
	ME	Kelley	Derreck	
	ME	Knowles	Jayson	
x	ME	Miller	Tad	F/V John Miller Inc.
	ME	Poole	James	
	ME			Penobscot East Resource Center
x	MA	Pratt	Michael	
x	MA	Chaprales	Billy	
	MA	Iacono	Wayne	
	MA	Decesar	Greg	
	MA	Sloan	Bob	Menemsha Lobster Inc.
	MA	Dutra	Dave	
Vice President	MA	Mayhew	Greg	Vineyard Highlands Inc.
	MA	Pratt	Ralph	Michael Kevin, Inc
Sector Analyst	MA	Ryder	Karen	
Sector Manager	ME	Dority	Aaron	

Vessel name	Permit #	MRI #	Email	Home phone
Mums Girls	149311	2245		
Access Guardian 1	150880	522		
Rita B	151087	47953		
Rhonda	210651	11		
Joyce Eileen	221745	1508		
Andanamra	223572	2278		
Sasha	223738	2413		
Stephanie Diane	231639	206		
Look Out	231803	1663		
Sherm & Jake	232910	1570		
Provider	233357	1518		
Dakini	233517	47880		
Miss Whitney	240548	283		
Queen D'Anna	240554	2231		
Tori Kay	242718	2042		
Mallary Sky	242753	122		
Jessica Laura V	242834	1175		
(CPH)	(permit in CPH)	1973		
Perfect C's	148049	1768		
Reuby	211239	1522		
Freedom	221217	2180		
Rose Corey	221579	4160		
Endeavor	223652	3924		
Richard and Arnold	240095	225		
Unicorn	320660	658		
Bampy	(Permit in CPH)	2029		

karenj.ryder@yahoo.com
aaron@penobscoteast.org

207-367-2708

Cell phone

Mailing address

Physical Address

Town

Zip

508-241-3664
207-479-9677

49 Duck Marsh Lane
P.O. Box 27

Chatham
Stonington

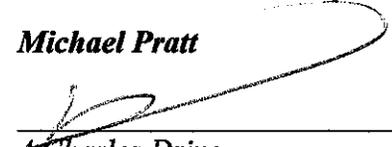
02633
04681

**Fishing Year 2013 Membership Agreement & Operations Plan
Northeast Coastal Communities Sector**

March 22, 2013

IN WITNESS WHEREOF, the undersigned parties have executed the September 4, 2012 version of the Membership Agreement, as of the date first written above:

Michael Pratt



*4 Charles Drive
Canton, Ma. 02021
F/V Perfect C's
Permit #148049*

**Fishing Year 2013 Membership Agreement & Operations Plan
Northeast Coastal Communities Sector**

November 30, 2012

IN WITNESS WHEREOF, the undersigned parties have executed the September 4, 2012 version of the Membership Agreement, as of the date first written above:

Dwight Carver

A handwritten signature in cursive script that reads "Dwight Carver". The signature is written in black ink and is positioned above a horizontal line.

Dwight Carver

73 Barney Cove Road

Jonesport, ME 04611

Vessel Name: Mums Girls

Federal Permit No: 149311

**Fishing Year 2013 Membership Agreement & Operations Plan
Northeast Coastal Communities Sector**

March 22, 2013

IN WITNESS WHEREOF, the undersigned parties have executed the September 4, 2012 version of the Membership Agreement, as of the date first written above:

Robin Alden

A handwritten signature in black ink, appearing to read "Robin Alden", is written over a horizontal line.

Robin Alden
Penobscot East Resource Center
Its: Executive Director
P.O. Box 27
13 Atlantic Avenue
Stonington, ME 04681
Vessel Name: Access Guardian 1
Federal Permit No: 150880

**Fishing Year 2013 Membership Agreement & Operations Plan
Northeast Coastal Communities Sector**

March 22, 2013

IN WITNESS WHEREOF, the undersigned parties have executed the September 4, 2012 version of the Membership Agreement, as of the date first written above:

First and Last Name

Edw A Snell

NAME

Its **TITLE**

Physical address (not mailing address, if they're different)

Vessel Name: *Vessel Name*

Federal Permit No: *XXXXXX* (must be six digits)

Edward Snell
Capt. F/V Rita B.
1000 River Rd. 04093
151087

**Fishing Year 2013 Membership Agreement & Operations Plan
Northeast Coastal Communities Sector**

November 30, 2012

IN WITNESS WHEREOF, the undersigned parties have executed the September 4, 2012 version of the Membership Agreement, as of the date first written above:

Pamela Pierce

A handwritten signature in cursive script that reads "Pamela Pierce". The signature is written in black ink and is positioned above a horizontal line.

Pamela Pierce

PO Box 359

Southwest Harbor, ME 04679

Vessel Name: Rhonda

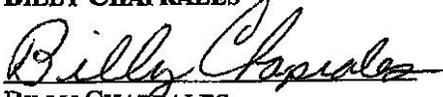
Federal Permit No: 210651

**Fishing Year 2013 Membership Agreement & Operations Plan
Northeast Coastal Communities Sector**

March 22, 2013

IN WITNESS WHEREOF, the undersigned parties have executed the September 4, 2012 version of the Membership Agreement, as of the date first written above:

BILLY CHAPRALES

A handwritten signature in cursive script that reads "Billy Chaprales". The signature is written in black ink and is positioned above the printed name.

BILLY CHAPRALES

29 STONEBRIDGE LANE

MARSTONS MILLS, MA 02648-0003

VESSEL NAME: RUEBY

FEDERAL PERMIT NO: 211239

**Fishing Year 2013 Membership Agreement & Operations Plan
Northeast Coastal Communities Sector**

March 22, 2013

IN WITNESS WHEREOF, the undersigned parties have executed the September 4, 2012 version of the Membership Agreement, as of the date first written above:

WAYNE IACONO



WAYNE IACONO

**PO BOX 768 16 CLAMBELLY ROAD
CHILMARK, MA 02535**

VESSEL NAME: FREEDOM

FEDERAL PERMIT NO: 221217

**Fishing Year 2013 Membership Agreement & Operations Plan
Northeast Coastal Communities Sector**

March 22, 2013

IN WITNESS WHEREOF, the undersigned parties have executed the September 4, 2012 version of the Membership Agreement, as of the date first written above:

Gregory DeCesare



Gregory DeCesare

Owner/Operator

605 Webster Street, Marshfield, Ma 02050

Vessel Name: *ROSE COREY*

Federal Permit No: *221579*

**Fishing Year 2013 Membership Agreement & Operations Plan
Northeast Coastal Communities Sector**

March 22, 2013

IN WITNESS WHEREOF, the undersigned parties have executed the September 4, 2012 version of the Membership Agreement, as of the date first written above:

Lawrence Bray Jr.



Lawrence Bray Jr.

Joyce Eileen

P.O. Box 233

Stonington, ME 04681

Vessel Name: Joyce Eileen

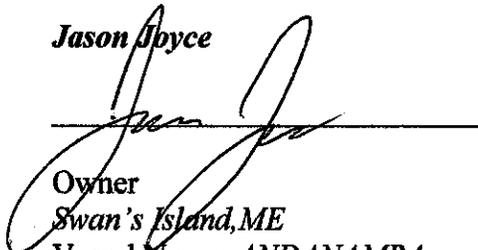
Federal Permit No: 221745

**Fishing Year 2013 Membership Agreement & Operations Plan
Northeast Coastal Communities Sector**

March 22, 2013

IN WITNESS WHEREOF, the undersigned parties have executed the September 4, 2012 version of the Membership Agreement, as of the date first written above:

Jason Joyce



Owner

Swan's Island, ME

Vessel Name: *ANDANAMRA*

Federal Permit No: 223572

**Fishing Year 2013 Membership Agreement & Operations Plan
Northeast Coastal Communities Sector**

March 22, 2013

IN WITNESS WHEREOF, the undersigned parties have executed the September 4, 2012 version of the Membership Agreement, as of the date first written above:

DERRICK KELLEY

A handwritten signature in cursive script that reads "Derrick Kelley". The signature is written over a horizontal line.

DERRICK KELLEY

P.O. Box 557

JONESPORT, ME 04649

VESSEL NAME: QUEEN D'ANNA

FEDERAL PERMIT NO: 240554

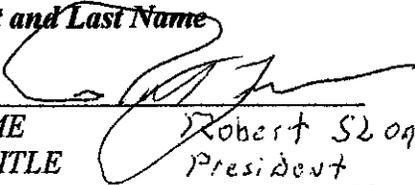
FEDERAL PERMIT NO: 223652

**Fishing Year 2013 Membership Agreement & Operations Plan
Northeast Coastal Communities Sector**

March 22, 2013

IN WITNESS WHEREOF, the undersigned parties have executed the September 4, 2012 version of the Membership Agreement, as of the date first written above:

First and Last Name


NAME Robert Sloane
Its TITLE President

Physical address (not mailing address, if they're different)

Vessel Name: Vessel Name Endeavor

Federal Permit No: XXXXXX (must be six digits) 223652

Membership Lobster Inc.
20 Stonewall Rd.
Chilmark, MA 02535

**Fishing Year 2013 Membership Agreement & Operations Plan
Northeast Coastal Communities Sector**

March 22, 2013

IN WITNESS WHEREOF, the undersigned parties have executed the September 4, 2012 version of the Membership Agreement, as of the date first written above:

First and Last Name



PETER M. MILLER

NAME

Its TITLE OWNER / OPERATOR

Physical address (not mailing address, if they're different) 26 ROARING SPOUT Rd. TENANTS

Vessel Name: Vessel Name SASHA

Federal Permit No: XXXXXX (must be six digits)

223738

HARBOR,
ME.

**Fishing Year 2013 Membership Agreement & Operations Plan
Northeast Coastal Communities Sector**

November 30, 2012

IN WITNESS WHEREOF, the undersigned parties have executed the September 4, 2012 version of the Membership Agreement, as of the date first written above:

Lawrence Hodgkins

A handwritten signature in black ink, appearing to read 'Lawrence Hodgkins', written over a horizontal line.

Lawrence Hodgkins

1012 State Highway 3

Bar Harbor, ME 04609

Vessel Name: Stephanie Diane

Federal Permit No: 231639

**Fishing Year 2013 Membership Agreement & Operations Plan
Northeast Coastal Communities Sector**

March 22, 2013

IN WITNESS WHEREOF, the undersigned parties have executed the September 4, 2012 version of the Membership Agreement, as of the date first written above:

F/V Moonshine Inc.



F/V Moonshine Inc.

By: Russell Brewer

Its: President

102 Townsend Avenue

Boothbay Harbor, Maine 04538

Vessel Name: Look Out

Federal Permit No: 231803

**Fishing Year 2013 Membership Agreement & Operations Plan
Northeast Coastal Communities Sector**

March 22, 2013

IN WITNESS WHEREOF, the undersigned parties have executed the September 4, 2012 version of the Membership Agreement, as of the date first written above:

MAYNARD BREWER

A handwritten signature in black ink, appearing to read "Maynard Brewer", written over a horizontal line.

MAYNARD BREWER

678 HENDRICKS HILL RD

SOUTHPORT, ME 04576

VESSEL NAME: SHERM & JAKE

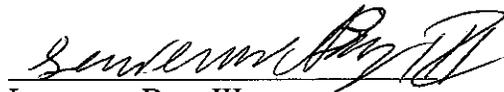
FEDERAL PERMIT NO: 232910

**Fishing Year 2013 Membership Agreement & Operations Plan
Northeast Coastal Communities Sector**

March 22, 2013

IN WITNESS WHEREOF, the undersigned parties have executed the September 4, 2012 version of the Membership Agreement, as of the date first written above:

Lawrence Bray III



Lawrence Bray III
21 Birdie Lane
Stonington, ME 04627
Vessel Name: F/V Provider
Federal Permit No: 233357

Fishing Year 2013 Membership Agreement & Operations Plan

Northeast Coastal Communities Sector

March 22, 2013

IN WITNESS WHEREOF, the undersigned parties have executed the September 2012 version of the Membership Agreement as of the date first written above:

Name: John K. Stotz
Title: Owner/operator
Address: 58 Backshore Road
Round Pond, Maine
04564
Vessel name: Dakini
Federal Permit No: 233517

Signed:

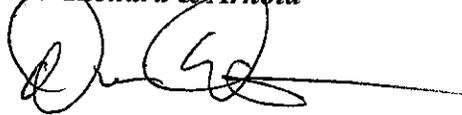


**Fishing Year 2013 Membership Agreement & Operations Plan
Northeast Coastal Communities Sector**

March 22, 2013

IN WITNESS WHEREOF, the undersigned parties have executed the September 4, 2012 version of the Membership Agreement, as of the date first written above:

F/V Richard & Arnold

A handwritten signature in black ink, appearing to read 'David Dutra', with a long horizontal line extending to the right.

F/V Richard & Arnold

NAME: David Dutra

Owner / Captain

43 Shore Road

North Truro, MA 02652

Vessel Name: *F/V Richard & Arnold*

Federal Permit No: 240095

**Fishing Year 2013 Membership Agreement & Operations Plan
Northeast Coastal Communities Sector**

March 22, 2013

IN WITNESS WHEREOF, the undersigned parties have executed the September 4, 2012 version of the Membership Agreement, as of the date first written above:

J. Scott McGuire

A handwritten signature in cursive script that reads "J. Scott McGuire". The signature is written in black ink and is positioned above a horizontal line.

J. Scott McGuire

My Lady Inc.

Its: Treasurer

P.O. Box 297

Stonington, ME 04681

Vessel Name: Miss Whitney

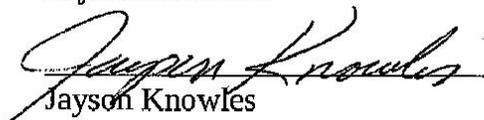
Federal Permit No: 240548

**Fishing Year 2013 Membership Agreement & Operations Plan
Northeast Coastal Communities Sector**

March 22, 2013

IN WITNESS WHEREOF, the undersigned parties have executed the September 4, 2012 version of the Membership Agreement, as of the date first written above:

Jayson Knowles

A handwritten signature in cursive script that reads "Jayson Knowles".

Jayson Knowles

266 Route 1

Gouldsboro, Maine 04607

Vessel Name: Tori Kay

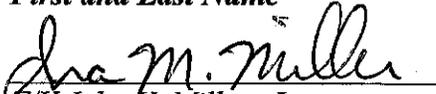
Federal Permit No: 242718

**Fishing Year 2013 Membership Agreement & Operations Plan
Northeast Coastal Communities Sector**

March 22, 2013

IN WITNESS WHEREOF, the undersigned parties have executed the September 4, 2012 version of the Membership Agreement, as of the date first written above:

First and Last Name



F/V John V. Miller, Inc.

By: Ira Miller

It's: President

83 Ridge Road

Tenants Harbor, Maine 04860

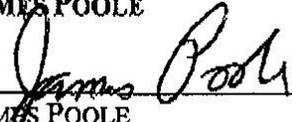
F/V Mallery Sky, Federal Permit # 242753

**Fishing Year 2013 Membership Agreement & Operations Plan
Northeast Coastal Communities Sector**

March 22, 2013

IN WITNESS WHEREOF, the undersigned parties have executed the September 4, 2012 version of the Membership Agreement, as of the date first written above:

JAMES POOLE



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

**Fishing Year 2013 Membership Agreement & Operations Plan
Northeast Coastal Communities Sector**

March 22, 2013

IN WITNESS WHEREOF, the undersigned parties have executed the September 4, 2012 version of the Membership Agreement, as of the date first written above:

First and Last Name

FIV UNICORN

Gregory Mayhew

NAME

Its TITLE PRESIDENT

Physical address (not mailing address, if they're different)

Vessel Name: Vessel Name UNICORN

Federal Permit No: XXXXXX (must be six digits)

204 WALDROW'S BOTTOM ROAD
WEST TISBURY, MA 02575

320660

**Fishing Year 2013 Membership Agreement & Operations Plan
Northeast Coastal Communities Sector**

March 22, 2013

IN WITNESS WHEREOF, the undersigned parties have executed the September 4, 2012 version of the Membership Agreement, as of the date first written above:

Robin Alden

A handwritten signature in black ink that reads "Robin Alden". The signature is written in a cursive style and is positioned above a horizontal line.

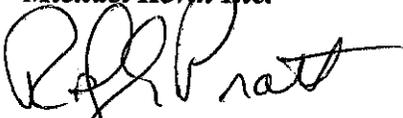
Robin Alden
Penobscot East Resource Center
Its: Executive Director
P.O. Box 27
13 Atlantic Avenue
Stonington, ME 04681
Vessel Name: CPH
Federal Permit No: CPH
MRI No: 1973

**Fishing Year 2013 Membership Agreement & Operations Plan
Northeast Coastal Communities Sector**

March 22, 2013

IN WITNESS WHEREOF, the undersigned parties have executed the September 4, 2012 version of the Membership Agreement, as of the date first written above:

Michael Kevin Inc.

A handwritten signature in black ink, appearing to read "Ralph Pratt". The signature is written in a cursive style with a large initial "R" and "P".

*Ralph Pratt
President*

*5 Springdale Terrace
Canton, Ma. 02021*

Permit # 233758, F/V Bampy (mri #2029) and Permit #113909 (cph, mri #47808), F/V Kevin Michael

Penobscot East Resource Center

Board of Directors

Updated
12/12/12

Title	Name & Address	Contact Information
	Ted Ames PO Box 274 8 Main St. Stonington, ME 04681	(207) 367-2473 (home) (207) 367-2708 (work) (207) 460-9961 (cell) ted.ames7@gmail.com
	Dwight Carver PO Box 131 Beals, ME 04611	(207) 497-2895 (home) (207) 598-5988 (cell) dwightcarver5@gmail.com
	James Chesney 1529 Baldwin Ave Ann Arbor, MI 48104 jchesney@policyinitiativesconsultinggroup.com	(734) 474-4659 (work)
Chair	Dennis Damon 256 Oak Point Rd. Trenton, ME 04605	(207) 460-0001 (cell) dsdemon@panax.com
	Ted Hoskins PO Box 931 Blue Hill, ME 04614	(207) 374-2028 (Blue Hill) (207) 335-2721 (Isle au Haut) tedhoskins44@myfairpoint.net
	Jennifer Larrabee 614 Oceanville Rd. Stonington, ME 04681	(207) 367-5550 (home) larrabeefamily@hotmail.com 266-6092 (cell)
	Paul Lewis 75 Channing Rd. Concord, MA 01742	(978) 369-0387 (MA) (207) 335-5567 (Isle au Haut) paullewis@comcast.net
Treasurer	Chuck Lucas PO Box 725 Deer Isle, ME 04627	(207) 348-2688 (home) chmlucas@gmail.com

	Brent Oliver PO Box 604 Deer Isle, ME 04627	(207) 348-6119 (home) shboliver@yahoo.com
Secretary	Charlie Osborn PO Box 785 Stonington, ME 04681	207) 348-5255 (home) 460-7128 (cell) cposborn@gmail.com
Vice Chair	Walter Reed PO Box 34 Deer Isle, ME 04627	207) 348-6789 (home) 207) 632-7687 (cell) walterreed@gmail.com
	Robert Steneck 390 Wiscasset Rd. Whitefield, ME 04353 Work: University of Maine Darling Marine Center 193 Clarks Cove Rd. Walpole, ME 04573	(207) 549-3062 (home) (207) 563-3146 x233 (work) steneck@maine.edu
	Thomas Urmey 29 Chestnut Place Brookline, MA 02445-7505	(617) 439-3939 (work) (617) 739-2357 (home) turmy@shulaw.com
	<u>Summer:</u> Swain's Cove Rd Little Deer Isle, ME 04650	(207)348-2720 (home)
	Paul Venno 170 Weir Cove Rd. Harborside, ME 04642	(207) 326-4728 (home) (207) 446-5680 (cell)
	James Wilson 154 S. Brunswick Old Town, ME 04468 Work: University of Maine School of Marine Sciences 230 Libby Hall Orono, ME 04469	(207) 827-7254 (home) (207) 335-2581 (Isle au Haut) (207) 991-4368 (cell) (207) 581-4368 (work) jwilson@maine.edu