

Bristol Bay Economic Development Corporation

P.O. Box 1464 Dillingham, AK 99576

*(907) 842-4370 * Fax (907) 842-4336 * 1-800-478-4370*

Program Administrator: Rick Tennyson (907) 842-6410

2005 BBEDC AREA 4E HALIBUT CDQ PERMIT APPLICATION

APPLICANT INFORMATION & HARVEST AGREEMENT

INSTRUCTIONS

1. Fill out **Part A, Applicant Information** completely.
2. Carefully read **Part B, Harvest Agreement**. This Agreement binds you to the conditions established by the Federal and State governments for participation in the CDQ halibut fishery. It also binds you to abide by any additional rules that BBEDC has established as the responsible manager for the Bristol Bay Area 4E Halibut CDQ Fishery. If you have any questions please call BBEDC in Dillingham at (800) 478-4370. When you fully understand the Agreement, sign and date it at the bottom, where indicated.
3. Next you must complete the **Residency Affidavits**. These are to certify you as a resident of one of the 17 participating BBEDC member villages. First, fill out and sign the **Affidavit of Residency** portion. Then have an authorized village representative fill out and sign the **CDQ Community Verification of Residency**. Also, be sure to include copies of the documentation required, such as Photo ID, Permanent Fund Dividend Check stub, Alaska driver's license, etc. If you have questions regarding your residency qualifications please call BBEDC in Dillingham at (800) 478-4370, or locally at (907) 842-4370.
4. **You are required to submit evidence of a CFEC 2005 Halibut Permit and 2005 Vessel License** prior to your CDQ application being processed. The CFEC Halibut Permit fee is \$120.00 and the Vessel License fees are: (1) under 25 feet \$20.00, or (2) over 25 feet \$50.00. Only vessels 32 feet and smaller are eligible to participate in BBEDC's 4E Halibut CDQ Fishery.
5. You must be sure the completed application, with all required materials, is **received by BBEDC by no later than April 1, 2005**. Materials must be received by that date (fax information is acceptable) to ensure that all applications are processed on time, and that you receive all necessary permits, cards and information prior to the start of halibut fishing.

Opening Date: Please be advised that it is now expected that the 2005 Area 4E Halibut CDQ Season will open May 15, 2005 at 12:00 am (midnight).

For BBEDC Use Only:

CDQ Permit No. _____ CFEC Permit No. _____ Vessel License No. _____

2005 BBEDC AREA 4E HALIBUT CDQ PERMIT APPLICATION

APPLICANT INFORMATION, HARVEST AGREEMENT, & AFFIDAVIT OF RESIDENCY

PART A. APPLICANT INFORMATION (Please Print Clearly)

NAME _____ SOC. SECURITY NO. ____ - ____ - ____
(last) (first) (middle)

ADDRESS _____ / _____ TELEPHONE NO. _____
(street or P.O. Box) (physical location of dwelling)

(city or village, state, zip code) DATE OF BIRTH: _____

VESSEL NAME _____ LENGTH OVERALL ____ ADF&G NO. _____

ARE YOU THE OWNER OF THE VESSEL? (Circle one) YES NO

If you answered "NO" you must provide proof that the vessel is owned by a BBEDC qualified resident. All vessels used in the Area 4E Halibut CDQ Fishery are required to be resident owned and 32' or less in length. The vessel owner must complete an Affidavit of Residency and CDQ Community Verification of Residency.

You must then submit those documents with this Application.

IMPORTANT NOTICE

IF YOU MAKE SALES OF HALIBUT OTHER THAN TO A LICENSED PROCESSOR YOU MUST BE REGISTERED WITH THE STATE OF ALASKA AND THE NATIONAL MARINE FISHERIES SERVICE AS A CATCHER/SELLER & REGISTERED BUYER (Direct Marketer), AND YOU MUST NOTIFY BBEDC. (If you sell directly to the public you are a Direct Marketer.)

DO YOU INTEND TO ACT AS A DIRECT MARKETER? (Circle one) Yes No

IF YOU ACT AS A DIRECT MARKETER WITHOUT HAVING REGISTERED WITH BBEDC, YOUR FISHING PRIVILEGES WILL BE REVOKED.

PART B. HARVEST AGREEMENT

1. Parties. This Agreement is entered into between Bristol Bay Economic Development Corporation, hereafter referred to as "BBEDC" and the applicant fisherman, (whose name, social security number, address, date of birth, vessel name and ADF&G registration number are cited above in **Part A. Applicant Information**) hereafter referred to as the "Harvester".

2. Subject. BBEDC is the recipient of a Community Development Quota (CDQ) for halibut in International Pacific Halibut Commission (IPHC) Regulatory Area 4E. BBEDC desires to provide access to its CDQ by issuance of a BBEDC CDQ Halibut Fishery Permit ("Permit") to bona fide residents of BBEDC member villages.

3. Eligibility. Only natural persons (excluding non-natural entities such as corporations, partnerships, etc.) who are certified as residents by one of the seventeen (17) BBEDC member villages listed below, are eligible to obtain a Permit:

Aleknagik	Ekuk	Pilot Point	Twin Hills
Clark's Point	King Salmon / Savonoski	Port Heiden	Ugashik
Dillingham	Manokotak	South Naknek	Ekwok
Egegik	Naknek	Togiak	Portage Creek
Levelock			

4. Application Deadline. All applications for a Permit must be completely filled out and received by BBEDC no later than April 1st, 2005. If sent by mail the application must be mailed early enough to meet the April 1st deadline for receipt. The application must include: a.) a fully completed **Part A, Applicant Information**; b.) a signed copy of this **Part B, Harvest Agreement**; c.) and fully completed **Affidavit of Residency** signed by the applicant, d.) a **CDQ Community Verification of Residency** completed by a duly authorized Village Governing Body Representative, and e.) **Evidence that the following: CFEC 2005 Halibut Permit, 2005 Vessel License, Alaska State Catcher/Sellers Permit** (if applicable) and **NMFS Registered Buyer Permit** (if applicable) **has been applied for.**

No later than May 1, 2005 a copy of the original: 2005 CFEC Halibut Permit, 2005 Vessel License, Alaska State Catcher/Sellers Permit (if applicable) and NMFS Buyer Permit (if applicable) must be received by BBEDC.

5. Limited Rights of Assignment. Harvester understands and agrees that the Permit and any fishing privileges pursuant to this Agreement may not be assigned, sold, leased or otherwise conveyed, in whole or in part, to any other party, and that any attempt to do so shall automatically void the Permit and fishing privileges, and immediately terminate this Agreement. Notwithstanding the foregoing, assignments will be approved in the discretion of BBEDC in the event of medical emergencies or other unanticipated causes if the loss of the Permit would be a hardship or cause economic distress to the Harvester.

6. Indemnification. Harvester agrees to indemnify and hold harmless BBEDC and its employees, agents, officers and directors from any and all claims, demands, causes of action, and liabilities arising out of this Agreement or any privileges granted hereunder, or any actions taken by the Harvester pursuant hereto.

7. No Guarantees or Warranties. BBEDC does not warrant or guarantee the success of the halibut fishery, or that the CDQ or the Permit will be granted or successfully harvested, and gives notice to the Harvester that the CDQ or Permit may subsequently be withheld, suspended, reduced, reapportioned or revoked. Harvester hereby acknowledges and agrees to these understandings and agrees to release and hold harmless BBEDC from any liability, claim or demands arising therefrom.

8. Revocability and Amendment. Harvester agrees that BBEDC may, in its sole discretion, and at any time and without cause, revoke, reduce or reapportion the Permit, or the fishing privileges granted pursuant thereto, or modify the terms and conditions of harvest.

9. Compliance with All Laws. Harvester agrees to comply with all applicable federal, state or local laws, regulations and rules governing the halibut fishery, and expressly agrees that any violation of such laws, regulations and rules shall be grounds for termination of this Agreement.

10. Further Agreements. This Agreement constitutes Harvester's application for a NMFS CDQ halibut fishery electronic reporting permit card (hereafter "NMFS electronic card"), commonly called a "swipe card", designed to electronically record all landings of halibut in the CDQ fishery. By entering into this Agreement Harvester agrees to comply with all regulations, rules and directives issued by NMFS respecting the use of such

card and the conduct of the halibut fishery in general. Harvester further agrees to follow all rules and directives issued by BBEDC respecting the CDQ halibut fishery.

11. Management Restrictions and Penalties for Violations. Harvester hereby agrees to comply with all management rules, directives and monitoring requirements established by BBEDC to regulate and control the CDQ halibut fishery including, but not limited to, trip limits, openings, closures, gear limitations, reporting requirements, etc. Harvester expressly acknowledges and agrees that failure to comply with any such rules, directives or monitoring requirements may result in immediate revocation of the Permit and fishing privileges, and may bar the Harvester from participation in the CDQ halibut fishery in future years. Harvester expressly acknowledges and agrees that violation of the following rules may subject the Harvester to the penalties specified below:

a.) Violation: fishing in closed periods, fishing more than the specified amount of gear, fishing from a vessel which is not owned by a qualified resident of a BBEDC member village, failure to report halibut landings, or sales of halibut to other than a registered buyer.

For violations specified in 11. a) above, the following penalties shall apply:

First Offense: Revocation of permit and fishing privileges for the remainder of the current season, payment to BBEDC of an amount equal to the poundage of halibut caught during the current season times the average selling price of halibut in the CDQ halibut fishery that year, and exclusion from participation in the CDQ halibut fishery in the following year.

Second Offense: Revocation of permit and fishing privileges for the remainder of the current season, payment to BBEDC of an amount equal to the poundage of halibut caught during the current season times the average selling price of halibut in the CDQ halibut fishery that year, and exclusion from participation in the CDQ halibut fishery in the following three (3) years.

Third Offense: Revocation of permit and fishing privileges for the remainder of the current season, payment to BBEDC of an amount equal to the poundage of halibut caught during the current season times the average selling price of halibut in the CDQ halibut fishery that year, and permanent exclusion from all further participation in the CDQ halibut fishery.

b.) Violation: exceeding specified trip-landing limits

For violations specified in 11. b) above, the following penalties shall apply:

Payment for any halibut landed in excess of the trip limit shall be withheld by the Registered Buyer and remitted to BBEDC.

12. Landings and sales. Only persons holding a valid 2005 BBEDC CDQ Halibut Fishery Permit and a valid 2005 NMFS electronic card may land halibut in the 2005 BBEDC Area 4E CDQ halibut fishery. All sales of such halibut must be made only to persons with a valid 2005 Registered Buyer Permit and must be reported in compliance with 50 CFR 676.14. Dockside landings and outside landings may also be made in compliance with 50 CFR 676.14(d).

13. Commitment to Appeals Process. Harvester hereby agrees to participate in the following appeals process as the sole and binding process for the resolution of any and all disputes arising out of the application process, this Agreement and any permits, licenses or further agreements pursuant thereto, and any actions of BBEDC, its agents, employees, officers and directors relating to such agreements or the administration and operation of the CDQ halibut fishery, including revocation of permits and fishing privileges and the imposition of any penalties.

STEP-BY-STEP 4E HALIBUT FISHERY APPEALS PROCESS

Step 1: Filing the Appeal: If an applicant or a resident fisherman disagrees with a ruling of BBEDC's Regional Fisheries Director, including the right to participate in the program or for any penalty assessed, the fisherman has the right to appeal that decision to BBEDC's Chief Operating Officer (COO). To be effective, the appeal must be in writing and received at the BBEDC office or by the COO within ten (10) working days after the delivery of the Regional Fisheries Director decision document to the applicant or resident fisherman, whether delivered by hand or by Certified Mail. Facsimile transmissions of appeal documents are acceptable.

Step 2: Contents of the Appeal Document: The appeal document may be prepared by the applicant or resident fisherman or his representative. An attorney or any other party may represent the appealing applicant or resident fisherman. If he is so represented, the applicant or resident fisherman must sign a document advising the Chief Operating officer of the appointment.

In the appeal document, the applicant or resident fisherman should present all the factual and legal information and assertions that he or she thinks explain the problems, errors or other difficulties with the decision of the Regional Fisheries Director. If it is a particularly complex matter, the COO has the discretion to award additional time to the applicant or resident fisherman so that he can present all of his written arguments.

Step 3: The Factual Presentation in the Appeal: In preparing the appeal document, the applicant or resident fisherman should attempt to rely on facts presented and available to the Regional Fisheries Director. However, if the applicant or resident fisherman gives good reason, he or she can introduce new factual information at the appeal stage as written evidence, including witness statements or sworn affidavits, and other written documentation. If such new information is deemed material to the appeal, the COO may remand the matter to the Regional Fisheries Director for reconsideration of the decision prior to processing the appeal.

Step 4: The Work of the Chief Operating Officer In making his decision on the appeal, the COO shall review the written record as collected by and presented to the Regional Fisheries Director.

If there are disagreements about the facts in that record, the COO has the right in his discretion to interview the applicant or resident fisherman and other parties who gave statements or information to the Regional Fisheries Director. If new information has been received from the applicant or resident fisherman at the appeal stage, the COO has the discretion to collect further written evidence and, where necessary, take oral testimony.

Step 5: The Decision of the Chief Operating Officer: The COO shall make his decision promptly in order to avoid economic prejudice to the parties. Except in complex cases, or where the applicant or resident fisherman has asked for more time, the decision will be made within ten (10) working days. The Chief decision of the COO shall be in writing and, when published, the decision shall be binding upon the parties.

14. Reservation of Fishing Rights. The Harvester agrees that, in consideration for the issuance of the Permit hereunder, BBEDC shall receive full, free and clear title to any and all Fishery Access Rights associated with the harvest of the CDQ, whether now existing or hereafter arising, regardless of whether such rights are initially allocated to the vessel, its owners or its master or crew. For purposes of this Agreement, "Fishery Access Rights" shall mean all rights to enter into and/or participate in any fishery governed by Federal, State or local laws, and shall include but not be limited to all CDQ, IFQ, moratorium, license limitation and limited access rights of any nature whatsoever. Harvester hereby assigns any and all such rights and claims to BBEDC and further agrees to execute any and all documents deemed necessary by BBEDC, in its sole discretion, to give effect to this Section.

The Harvester enters into this Agreement with BBEDC, and by signing below signifies full understanding of and willingness to be bound its terms and provisions.

Bristol Bay Economic Development Corporation

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*(This Affidavit of Residency must be completed by an authorized representative of the
VILLAGE TRIBAL COUNCIL OR THE CITY GOVERNMENT)*

It is a requirement of Bristol Bay Economic Development Corporation that individuals applying for the right to participate in the BBEDC Area 4E Halibut Fishery be a resident of one of the 17 CDQ communities that BBEDC represents.

Bristol Bay CDQ communities: Aleknagik; Clarks Point; Dillingham; Egegik; Ekuk; Ekwok; King Salmon; Levelock; Manokotak; Pilot Point; Port Heiden; Portage Creek; South Naknek; Naknek; Togiak; Twin Hills; Ugashik.

Definition of a CDQ community resident: *A person who has resided (lived) in the community for a period of 12 consecutive months or more and continues to live in that community. Unexcused absences of up to 90 days per year are allowable. Absences of over 90 days for educational purposes, military duty, or medical reasons are allowable with the proper documentation.*

I verify that _____
(Name)

_____ is

_____ is not

a resident of _____, and

_____ has been

_____ has not been

residing in this CDQ community for the past twelve months.

Signed by: _____ Date: _____

Organization _____ Date: _____

AFFIDAVIT OF RESIDENCY
(please print)

Name: _____
(Please print)

Address: _____ City/State: _____ Zip: _____

Social Security #: _____ Phone: _____ Fax: _____

How long at this address: _____ Date: _____

The Bristol Bay Economic Development Corporation, by state regulations, requires that anyone seeking services from BBEDC be a resident of one of the 17 Bristol Bay CDQ communities.

Definition of a CDQ community resident: A person who has resided (lived) in the CDQ community for a period of 12 consecutive months or more immediately **prior to application** and continues to live in that CDQ community. Unexcused absences of up to 90 days per year are allowable. Absences of over 90 days for educational purposes, military duty, or medical reasons are allowable with the proper documentation.

In order to verify your residency in one of the 17 CDQ communities you **must** provide the following documentation:

- A verification of residency form from either the city council or village council. (See attached form) In addition, you **must** provide an Alaska state issued photo ID (drivers license or ID Card) and at least one of the following documents:
 - A copy of your Permanent Fund Dividend Check stub that shows your current address.
 - Copies of current utility bill receipts in your name from your residence.
 - A copy of your most recent pay check stub that shows your address.
 - A copy of your recent AFDC or food stamp benefit receipts that shows your address.
 - Voters registration card

If you are out of the CDQ community for more than 90 consecutive days for any reason, the only **excusable absences** of more than 90 days duration are: **educational purposes; military service; or medical reasons.** To waive the 90-day requirement you must supply one of the following:

- A copy of your school enrollment form or transcripts verifying full-time attendance during the previous year if you are a student away from home attending school.
- A copy of your current orders if you are on active military duty.
- A letter from your physician stating the reason for the need to reside in another location and the time estimated for that stay.

By signing this affidavit, I warrant that I am a resident of the community from which I am applying and I attest that the documents submitted are true and accurate to the best of my knowledge. Any falsification or misrepresentation of the information submitted will result in the termination of benefits and the applicant may be required to pay back any funds that were provided by BBEDC as a result of the information provided.

SIGNATURE: _____ DATE: _____