

 <p>Proposal for Task Force Consideration at the ISSC 2017 Biennial Meeting</p>	<p>a. <input checked="" type="checkbox"/> Growing Area b. <input type="checkbox"/> Harvesting/Handling/Distribution c. <input type="checkbox"/> Administrative</p>
<p>Submitter</p>	<p>Thomas Dameron BK Rastogi Chris Shriver</p>
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<p>Proposal Subject</p>	<p>Marine Biotoxin Control / Memorandums of Understanding</p>
<p>Specific NSSP Guide Reference</p>	<p>Section II. Model Ordinance, Chapter IV. Shellstock Growing Areas, @.04 Marine Biotoxin Control A. Contingency Plan (5)</p>
<p>Text of Proposal/ Requested Action</p>	<p>(5) Prior to allowing the landing of shellfish harvested from federal waters closed due to periodic toxic algal blooms associated with PSP, and where routine monitoring of saxitoxin levels is not conducted, the State Authority in the landing State, in cooperation with appropriate Federal agencies, shall develop agreements or memoranda of understanding between the Authority and individual shellfish harvesters or individual shellfish dealers. <u>Any properly permitted shellfish harvester or individual shellfish dealer may request an agreement or memoranda of understanding and the Authority shall provide the requirements for the application for an agreement or memoranda of understanding within 10 business days. The Authority will respond to all applications, originals and resubmittals, for agreements or memoranda of understandings within 30 business days of receipt with either an approval of the application for an agreement or memoranda of understanding or a denial complete with the rational for the denial.</u> The agreements or memoranda of understanding shall provide strict safety assurances. At a minimum agreements or memoranda of understanding shall include provisions for:</p>
<p>Public Health Significance</p>	<p>The Problem – State Shellfish Control Authorities are under no obligation to enter agreements with properly permitted, out of state shellfish harvesters within any specific time. An Authorities’ refusals to enter discussions or agreements with out of State firms is improperly burdening or discriminating against interstate commerce and has public health ramifications as indicated below. The MOU 225-84-2003 between the FDA and ISSC states, "The purpose of the ISSC is to provide a formal structure wherein State regulatory authorities can establish updated guidelines, and <i>procedures for the uniform application of those guidelines</i>, for sanitary control of the shellfish industry." The use of timeframes</p>

	<p>where agreements or memoranda of understanding must move forward will provide regulatory uniformity and cooperation for all harvesters or individual shellfish dealers wanting to land shellfish harvested from the open portion of Georges Bank. Significant amounts of time and energy is being needlessly wasted when an Authority can wait indefinitely to respond to requests. This proposed update to the Model Ordinance will streamline an unnecessarily burdensome requirement and allow industry to work in as efficient a manner as possible, to maintain product quality and protect public health.</p> <p>Public Health Significance – The current NSSP Guidelines allow the indefinite delay of an agreement. This prohibits organizations from offloading shellfish in the closest port to the open portion of Georges Bank, when a state doesn’t respond to requests for agreements. As an example – a Surfside Foods harvest vessel has been seeking an Agreement with Massachusetts for 14 months. The harvest vessel will experience an additional 13 hours of travel to New Jersey, a State where a written Agreement had been established in a timely manner, to harvest from Georges Bank. Additional travel time by the harvest vessel increases the time until the shellfish are under continuous cooling and it adds to the degradation of the product and the bacterial load.</p>
<p>Cost Information</p>	<p>As an example: the cost to Surfside Foods, LLC due to the refusal of the Massachusetts SSCA to act on our request for an agreement or memoranda of understanding has been significant. We submitted all documentation requested to the MA SSCA more than 13 months prior to this proposal submittal and we have yet to receive a response to our request, in the affirmative or negative. Since then we have submitted additional requests, one more than two months prior to this writing by certified mail and have gotten no response. We have secured dockage and then lost it to other vessels because we were not able to utilize it. We have missed a full season fishing Georges Bank and it appears we will miss another one.</p>