



COMPLIANCE AGREEMENT
PENNSYLVANIA DEPARTMENT OF AGRICULTURE
Nursery Stock

THIS COMPLIANCE AGREEMENT (“Agreement”) is entered into this ninth day of October 2019 by and between the COMMONWEALTH OF PENNSYLVANIA, DEPARTMENT OF AGRICULTURE (hereinafter “Department”), and the undersigned person, Edge of the Woods Native Plant Nursery LLC (hereinafter “Participant”), located at the following address, 2415 Route 100, Orefield, PA 18069. Department and Participant may be hereinafter referred to jointly as “Parties”.

Agreement Number: NRS-2019-32-003

Expiration Date: January 31, 2021

Inspector: Karen Najda

PAPlants: 0003MP

BACKGROUND

Whereas, the purpose of this Agreement is to establish the general understandings, covenants and concurrences between the Pennsylvania Department of Agriculture and the undersigned Participant with respect to movement of nursery stock to the States of Pennsylvania and east coast states.

Whereas, the Department under the provisions of the Plant Pest Act, (Act of December 16, 1992, P.L. 1228, No. 162)(3 P.S. § 258.1 *et seq.*) has the authority to enter into agreements for the purpose of implementing the provisions of the Plant Pest Act; and

Whereas, the Department has developed this Agreement in order to establish restrictions and conditions necessary to prevent movement of plant pests to regulate crops, varieties and cultivars that may harbor or host the plant pest, including in this case nursery stock; and

Whereas, this Agreement is intended to set forth and assure compliance with regulations, conditions and restrictions established by the receiving state(s);

Whereas, the undersigned Participant(s) understands the purposes and goals this Agreement and the conditions and restrictions set forth in this Agreement;

Whereas, the participant with full knowledge and understanding of such purposes, goals, conditions and restrictions wishes to participate in movement of regulated articles that may harbor or host the plant pest as defined by the receiving state(s);

NOW THEREFORE, for and in consideration of the foregoing and of the mutual covenants and agreements hereinafter set forth, the parties hereto, intending to be legally bound hereby, do covenant and agree as follows:



1. The Participant agrees, understands and acknowledges this Agreement shall not preclude the routine inspection, sampling, and testing of plants by the Department or by the proper authorities in other States and Commonwealths, such as State Departments of Agriculture or similar authority, where the plants may be shipped, nor does it preclude rejection, stop-sale or other regulatory action as a result of any positive samplings, tests or findings.

2. The Participant shall allow the Department access to the premises for the purpose of conducting inspections and collecting samples to test for the presence of pests regulated by receiving states.

3. The Participant shall allow the Department to audit all necessary records and protocols the Department deems necessary to ensure adherence to this Agreement.

4. The Participant agrees to allow the Department to conduct interviews of employees to ensure compliance with training requirements established by receiving states.

5. The Participant agrees, understands and acknowledges that the Department will post this Agreement, including the Participant's name and the names of any signatory to this Agreement on the Department's website for verification by receiving states, companies and persons.

6. Any breach of this Agreement including failure to adhere to and abide by the terms of this Agreement will result in termination or suspension of this Agreement and the removal of the Participant from the Compliance Program established through this Agreement and the Participant's name will be removed from the Department's website.

7. The Participant shall mitigate the regulated articles in a manner which prevents the introduction and minimizes the risk of spreading plant pests and in accordance with the standards established below.

8. The Participant shall effectuate, follow and adhere to the following requirements which constitute the Compliance Program for movement of regulated articles as defined by the receiving state(s):

a. Undertake the following measures for compliance:

Spotted Lanternfly

A Quarantine Order was promulgated and published by the Department establishing a quarantine under the authority of section 21 of the Plant Pest Act, act of December 16, 1992, P.L. 1228, No. 162 § 21, (3 P.S. § 258.21(a) and (c)) for the purpose of preventing, delaying and minimizing the spread, dissemination and amplification of Spotted lanternfly in the Commonwealth of Pennsylvania, thereby helping to protect the crops, plants and plant products, specifically grapes, orchards, timber, wood and other products derived from trees, in the Commonwealth of Pennsylvania. The plants produced and all accompanying pots, soil, wood packing materials, etc. associated with the production of plants are considered regulated when moving within and or out of the quarantine area. If interstate shipments are required, the facility agrees to meet the Departments requirements in addition to any other receiving states' requirements if defined by the receiving state.

The facility agrees to treat, process and inspect regulated articles received and stored in a manner that complies with the methods of treatment as described in the Quarantine Order published at 44



Pa. B. 6947, plant products destined to non-regulated areas must be subjected to appropriate inspection and approved mitigation and treatment protocols, prior to shipment from the Participant's premises AND be accompanied by certificates of quarantine compliance. The Participant shall abide by the mitigation and treatment protocols the Department determines to be necessary based on available science and research and established through an order of the Department. The protocols will be reviewed and approved by the Department if they meet the required standards. They may include inspection and removal of any living life stage, pesticide treatment prior to leaving the quarantine area, safeguarding products through screens or enclosures to prevent introduction of treated materials, etc. If the material is not shipped directly by the facility, the facility hires only shippers with permitted conveyances to ship product.

Management is responsible to train all people involved in the business, such as field workers, digging crew, and truck drivers to look for signs or the presence of SLF, including egg masses and various stages of the insect and report any found to management. Employees must check nursery stock, equipment/materials, and trucks prior to moving the nursery stock. Management and crew supervisors must understand the SLF life cycle and when the various stages of the insect will be present on or around the property. Any live stage or egg mass found must be killed or destroyed prior to movement of any stock to prevent its movement to non-quarantined areas. All trucks moving nursery stock must be tarped or closed carriers to safeguard the nursery stock from becoming infested along the route of transport. All trucks must be inspected and records kept of inspections before movement of nursery stock from the nursery to the customer. If necessary, spraying insecticides may be needed to mitigate the insect's movement.

b. Undertake the following measures for record keeping:

- (i) Records shall be made available to Department upon request.
- (ii) Shipment records are to detail the kind and quantity of regulated commodity shipped, shipper name, date of shipment and destination.
- (iii) Any treatment records, including those required by this Agreement, shall be kept in accordance with the provisions of this Agreement, any applicable state and federal requirements and any local rules, regulations or orders or any court orders that may apply.

9. The Pennsylvania Department of Agriculture will provide a listing on the Department's website that attests to the following: **"This Participant has been inspected and found to be in compliance with standards listed in this compliance agreement for nursery stock. The Participant has agreed to participate in and comply with the terms and conditions of this compliance agreement forming the basis of the Compliance Program which is designed to prevent the introduction and minimize the risk of spreading plant pests as set forth by the receiving State(s).**

10. In the event the regulated plant pest(s) identified in this Agreement is detected on the premises of the Participant(s), this Agreement shall be voided or at the discretion of the Department



may be suspended until such remedial action as is authorized by law and set forth by the Department has been taken to the satisfaction of the Department.

11. Nothing in this Agreement supersedes or nullifies any statutory authority or duty of the Pennsylvania Department of Agriculture, nor does it relieve or in any manner abrogate the Participant's duties and obligations to adhere to all statutory and regulatory requirements.

This Compliance Agreement becomes effective upon signature of all parties hereto and shall remain in effect for one year unless rescinded for breach, non-adherence, the presence of the regulated pest(s) on the premises of the Participant or inadequacies in maintaining the obligations of the Department's Compliance Program and this Agreement. The Agreement may be renewed each year and may be revised as necessary, but such renewals and revisions shall be in writing and shall not become effective until signed by all parties to this Agreement. This Agreement may not be extended or revised by oral agreement and may only be extended or revised through a writing signed by the parties hereto.

Participant Verification, Certification and Acknowledgment

The undersigned Participant (s) verifies, certifies, represents, affirms and warrants to the Commonwealth of Pennsylvania, Department of Agriculture, Bureau of Plant Industry, that the undersigned Participant has the power and authority to execute this Compliance Agreement and thereby be bound to its terms or has been duly authorized by the Board of Directors thereof if a corporation, and the undersigned(s) thereby has/have authority to execute this Cooperative Agreement on behalf thereof. The Participant(s) further affirm(s) he/they have read and understand the provision of this Compliance Agreement.

The undersigned Participant(s) agree(s) to abide by the terms of this Compliance Agreement and to handle, pack, process, dispose of and move the regulated article in accordance with the provisions of this Compliance Agreement, all applicable best management practices set forth herein and in accordance with all applicable laws and regulations.

Signature instructions: Please sign below in the space provided applicable to your status as the Participant. All persons with an ownership interest in the business subject to this Agreement are Participants and must sign. If Participant is one of several persons with an ownership interest in the business subject to this Agreement, look for the listing below for the type of entity in which Participant possesses an ownership interest and sign there.

IN WITNESS WHEREOF, the Parties have executed this Agreement intending to be bound hereby.



1. IF APPLICANT IS AN INDIVIDUAL / SOLE PROPRIETOR:

_____/date:_____
(legibly print name here)

2. IF APPLICANT IS A PARTNERSHIP

_____, General Partner _____, General Partner
_____/date:_____ /date:_____
(legibly print name here) (legibly print name here)
_____, General Partner _____, General Partner
_____/date:_____ /date:_____
(legibly print name here) (legibly print name here)

If you need more space, please attach additional sheets

3. IF APPLICANT IS A CORPORATION

Name:

(name of corporation)

By: _____/date:_____
President / Vice President
(circle which)

(legibly print name here)

By: _____/date:_____
Secretary/ Treasurer
(circle which)

(legibly print name here)

4. IF APPLICANT IS A LIMITED LIABILITY COMPANY (LLC)

Name:

EDGE OF THE WOODS NATIVE PLANT NURSERY LLC
(name of LLC)

By: *Louise L. Schaefer* member By: _____ - member

Louise L. Schaefer /date: *10/9/19* _____ /date:_____
(legibly print name here) (legibly print name here)

By: _____ - member By: _____ - member

Susan Tontz /date: *10/9/19* _____ /date:_____
(legibly print name here) (legibly print name here)



If you need more space, please attach additional sheets.

FOR THE COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF AGRICULTURE:

Dana D. Rhodes *10/23/19*

State Plant Regulatory Official Date

Dana D. Rhodes
Pennsylvania Bureau of Plant Industry
2301 North Cameron Street
Harrisburg, PA 17110-9408

Pursuant to satisfaction of the above conditions and as proof of quarantine compliance the use of the following certificate(s) is authorized and is to be attached to each truckload or lot sold and delivered across state lines.



**Official Nursery Certificate
ID # 0001EL**

This certifies that according to Pennsylvania's Plant Pest Act of 1992 the plant material of Edge of the Woods Native Plant Nursery LLC, 2415 Route 100, Orefield, PA 18069 from which this shipment originates has been visually inspected and found to be in compliance with the National Plant Board Standards of pest freedom. The above stated certifies that the articles contained in this shipment were taken from stock which passed inspection.

The plant material in this shipment meets the following provisions for shipment:

This facility grows, inspects, safeguards, and ships the nursery stock in such a manner as to prevent movement of Spotted Lanternfly. The facility requires shipping companies of this material to utilize permitted conveyances of their nursery stock.

This certificate may be revoked by the Pennsylvania Department of Agriculture for cause, and will remain valid until January 31, 2021

Compliance Agreement: NRS- 2019-32-003
Issued Date: October 9, 2019
Expiration Date: 1/31/2021

