



COMPLIANCE AGREEMENT for the use with Master Permit QC 1289/1290/1291/1292/1337

**EXHIBIT: GW10  
GREEN WASTE – TRANSPORTER/HAULER**

Provisions for the Intrastate Movement of  
**PROCESSED AND UNPROCESSED GREEN WASTE**  
Originating within the State Interior Quarantine Area for (check all that apply)

- |   |  |
|---|--|
| <input checked="" type="checkbox"/> Asian Citrus Psyllid (CCR 3435)*                                      | <input checked="" type="checkbox"/> European Grapevine Moth (CCR 3437) |
| <input checked="" type="checkbox"/> Huanglongbing (CCR 3439)  | <input checked="" type="checkbox"/> Light Brown Apple Moth (CCR 3434)  |
| <input checked="" type="checkbox"/> Oak Mortality Disease Control/ <i>Phytophthora ramorum</i> (CCR 3700) |  |

\*Compliance Agreement not required when green waste remains within the quarantine area.

**A. Green Waste Definitions and Regulatory Movement Requirements**

'Green Waste' is unprocessed or processed vegetative material which contains any of the following or a mixture thereof: stems, leaves, culls, discarded fruits and vegetables, grass clippings, weeds, yard trimmings, wood/vine/processing/harvesting waste, hulls, bark, branches, logs and stumps, home garden/field/vineyard/grove/orchard residues, duff, mulch, compost, and other miscellaneous plant materials.

1. 'Unprocessed Green Waste\*' is 'Green Waste' in the raw state. It has not undergone any mechanical procedure to lessen the pest risk and is therefore a regulated item. All parties involved in selling, transporting, or receiving 'Unprocessed Green Waste', from a Quarantine Area, must have a Program issued compliance agreement. The movement of 'Unprocessed Green Waste' is regulated, and it must remain within the quarantine area.
2. 'Processed Green Waste\*\*' is 'Green Waste' that has undergone some mechanical procedure to lessen or eliminate the pest risk. Depending upon the degree of processing, it may or may not be a regulated item. All parties involved in selling, transporting, or receiving 'Processed Green Waste', from a Quarantine Area, that is not completely processed into 'Compost' must have a Program issued compliance agreement. The movement of 'Processed Green Waste' is dependent upon the degree of processing (mulch or compost). Refer to items a and b.
  - a) 'Mulch\*\*\*' is 'Processed Green Waste' that has been chipped, ground or shredded. 'Mulch' is not completely processed and still poses a pest risk, and is therefore a regulated item. All parties involved in selling, transporting, or receiving 'Processed Green Waste' in the form of 'Mulch', from a Quarantine Area, must have a Program issued compliance agreement. The movement of 'Mulch' is regulated, and it must remain within the quarantine area.
  - b) 'Compost' is 'Processed Green Waste' composted in accordance with California Code of Regulations, Title 14, Division 7, Chapter 3.1. 'Compost' is completely processed and no longer poses a pest risk, and is therefore not a regulated item. All parties involved in selling, transporting, or receiving 'Processed Green Waste' in the form of 'Compost', from a Quarantine Area, are not required to have a Program issued compliance agreement. The movement of 'Compost' is unregulated, and it may move within or outside of any quarantine area.

L.V.  
Initial

\_\_\_\_\_  
Date

*\*\*In special circumstances, and with prior Program approval, regulated forms of 'Green Waste' may be moved outside the Quarantine Area to approved receivers under compliance.*

**B. For each of the quarantines checked above, the Establishment agrees to:**

**1. Vehicle and/or Trailer Requirements**

Only transport green waste in a vehicle or trailer in compliance with the California Vehicle Code sections 23114(a) and 23115(a).

- 23114. (a) A vehicle may not be driven or moved on any highway unless the vehicle is so constructed, covered, or loaded as to prevent any of its contents or load other than clear water or feathers from live birds from dropping, sifting, leaking, blowing, spilling, or otherwise escaping from the vehicle.
- 23115. (a) No vehicle transporting garbage, swill, used cans or bottles, wastepapers, waste cardboard, ashes, refuse, trash, or rubbish, or any noisome, nauseous, or offensive matter, or anything being transported for disposal or recycling shall be driven or moved upon any highway unless the load is totally covered in a manner that will prevent the load or any part of the load from spilling or falling from the vehicle.

**2. Safeguarded Conveyance**

- a) Transport green waste in a fully enclosed vehicle or trailer, or
- b) Transport green waste in a vehicle or trailer covered in a manner, approved by the Program, to eliminate the loss of green waste while in transit.

**3. Approved Receiver**

Only move green waste to an approved green waste receiver under compliance agreement for the applicable pest checked above or as specified in special instructions.

**4. Movement of Green Waste\*\***

Unprocessed green waste and green waste processed incompletely (mulch) must be moved to a receiver within the Quarantine Area, operating under a Program issued Compliance Agreement for each applicable pest checked above.

The movement of green waste must abide by the following:

- a) Movement of unprocessed green waste is regulated, and it must remain within the Quarantine Area.
- b) Movement of green waste processed incompletely (mulch) is regulated, and it must remain within the Quarantine Area.
- c) Green waste processed completely (compost) is the only form of green waste that is not regulated. Compost may move within or outside the quarantine area.
- d) Green waste resulting from EGVM regulated articles (including grape and olive) that has been pressed at 2 bars, or 28 PSI, is no longer regulated and may be distributed anywhere in California except vineyards located outside an EGVM quarantine area.

*\*\*In special circumstances, and with prior Program approval, regulated forms of 'Green Waste' may be moved outside the Quarantine Area to approved receivers under compliance.*

**5. Shipping Documents and Quarantine Certification**

- a) Ensure applicable quarantine certification accompanies each shipment **and**;
- b) Provide a copy of the bill of lading (or other shipping document) and quarantine certification to receiver.

**6. Trailer Cleaning**

Ensure the conveyance used to transport green waste is thoroughly cleaned of debris after unloading and prior to leaving the approved receiving facility.

**7. Direct Route**

Transport green waste from the origin facility to the approved receiving facility by the most direct route feasible, or by a route described in the special instructions below.

**8. Spill Notification**

Notify the local county agricultural commissioner of a green waste spill as soon as possible, but no later than 24 hours after a spill.

**SPECIAL INSTRUCTIONS:**

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*Lo Varetto*  
\_\_\_\_\_  
*Printed name (Owner/Manager)*

*Lo Varetto*  
\_\_\_\_\_  
*Signature of Establishment*

*4/19/16*  
\_\_\_\_\_  
*Date*

*Failure to comply with stipulations outlined above may result in civil penalties pursuant to California Food and Agricultural Code Section 5705 and/or revocation of this Agreement*



COMPLIANCE AGREEMENT for the use with MASTER PERMIT QC 1289/1290/1291/1292/1337  
[Pursuant to California Code of Regulations 3154 and Applicable CCRs Checked Below]

Provisions for the Intrastate Movement of **GREEN WASTE**  
Originating within the State Interior Quarantine for (check all that apply):

- Asian Citrus Psyllid (CCR 3435)
- European Grapevine Moth (CCR 3437)
- Huanglongbing (CCR 3439)
- Light Brown Apple Moth (CCR 3434)
- Oak Mortality Disease Control/*Phytophthora ramorum* (CCR 3700)

Compliance Agreement No: 39-GW-0005

1. **PROGRAM**

The California Department of Food and Agriculture (CDFA), and the San Joaquin County Agricultural Commissioner cooperating as the Program.

**PROGRAM INFORMATION**

San Joaquin County Agricultural Commissioner's Office  
2010 E. Earhart Ave Suite 101  
Stockton, CA 95206

Program Officer: Don McCoon

Phone (209) 953-6000  
Fax (209) 953-6022

2. **BUSINESS/ESTABLISHMENT:**

Establishment Name (subsequently referred to as "Establishment"):

Tiger Lines LLC.

**ESTABLISHMENT INFORMATION**

Owner Name Tiger Lines LLC.

Manager Name: Jo Vanotti

Phone (209) 367-3226 Fax (209) 333-3725

Email

Mailing Address PO Box 1120  
Lodi, CA 95241

(check box if physical address is the same as mailing address)

Physical Address: 927 Black Diamond Way  
Lodi, CA 95241

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GPS \_\_\_\_\_

**BACKGROUND:**

The pests known as Asian citrus psyllid, European grapevine moth, light brown apple moth and *Phytophthora ramorum* present a real and ongoing threat to the agricultural industry, environment and economy of the State of California. Movement of regulated articles and commodities is a recognized channel for the spread of these pests from established areas to new locations. The Program is a cooperative effort between public entities that are responsible for mitigating the movement of these pests from regulated areas where the pest is established to new locations.

**AGREEMENT:**

A. The Program, will permit your establishment to self-execute the quarantine requirements attached as exhibits checked below, inclusive and incorporated into this agreement by reference as if fully set out. The exhibits checked below are binding:

**CHECK ALL EXHIBITS THAT APPLY:**

- Exhibit GW2                    **BIOMASS/COGENERATION (Processed and Unprocessed)**
- Exhibit GW4                    **COMPOSTING (Processed and Unprocessed)**
- Exhibit GW6                    **LANDFILL (Processed and Unprocessed)**
- Exhibit GW10                    **HAULER/TRANSPORTER Moving Green Waste Resulting from the Processing of Regulated Articles (e.g. bulk grapes for crush) that Originated in a Quarantine Area**
- Exhibit GW12                    **TRANSFER STATION**



B. In exchange for the Program's promise contained in sub-paragraph "A" above, the Establishment agrees to abide by the following rules and regulations:

1. Handle, process, and/or move regulated articles in accordance with the quarantine requirements for each pest checked on page 1;
2. Follow the Program's instructions regarding the use of all permits and certificates;
3. Maintain and make such records as the Program requires, accessible for inspection upon reasonable notice by the Program Officer. These records shall be maintained for a period of the later of 2 years or the resolution of any outstanding claims.

C. This agreement becomes effective on signing and shall remain in effect until canceled by either party on 30 days notice to the other at the address of either appearing above. However, the Program may accelerate the notice to immediate for cause, including but not limited to the Establishment's abandonment of the procedures outlined in the attached Exhibit(s).

D. Establishment assumes liability, if any, arising from the manner in which Establishment sells, handles or distributes any regulated host material.

**NOTICE: Any signatory or employee of any signatory who violates the terms of this Compliance Agreement may be subject to Civil Penalties pursuant to California Food and Agricultural Code Section 5705.**

Signed in the County of <u>San Joaquin</u> in the State of California on <u>    </u> / <u>    </u> / <u>    </u>	
Establishment by: (print name)	Program by: (print name)
	
Manager/Owner (signature):	Program Officer (signature):
