

HEMLOCK WOOLLY ADELGID COMPLIANCE AGREEMENT

NAME OF ESTABLISHMENT: _____

ADDRESS: _____

CITY, STATE, ZIP: _____

GROWING LOCATION: _____

PHONE: _____ EMAIL: _____

REGULATED ARTICLES: Hemlock (*Tsuga spp.*) plants and plant parts

APPLICABLE LAW/REGULATIONS: Ohio Department of Agriculture Hemlock Woolly Adelgid (HWA) quarantine: ORC 927.51-927.72; OAC 901:5-31; OAC 901:5-48, and the Hemlock Woolly Adelgid quarantines of Maine Department of Agriculture, Conservation and Forestry, Michigan Department of Agriculture and Rural Development, Vermont Agency of Agriculture, Food and Markets and Wisconsin Department of Agriculture, Trade & Consumer Protection

AGREEMENT: The undersigned, on behalf of the establishment named above, (“Establishment”) agrees to process and move regulated articles specified above in accordance with the provisions of the above quarantine(s) and the terms of this compliance agreement (“Agreement”). The Ohio Department of Agriculture (“ODA”) has the authority set forth in Ohio Revised Code § 927.69 to conduct inspections of agricultural products as required by other states and provide evidence of such inspection and compliance with rules under a compliance agreement prior to shipment. In consideration of such services provided by ODA, the Establishment agrees to the following terms:

1. Maintenance of Records:

- a. The Establishment shall maintain all pertinent records including pesticide application records, training records, scouting records, and shipping records which shall include the name and address of the supplier or destination, the date of receipt or shipment, the size, type, and quantity of the regulated material, and all certificates accompanying the regulated material for a minimum of 36 months and shall provide to ODA copies of such upon request.
- b. The Establishment shall provide to ODA detailed locations of all hemlock production areas, receiving areas, and holding areas and shall update ODA when adding production areas or moving the location of receiving and holding areas.

2. Pest Management in Non-Regulated Counties:

- a) All hemlock nursery stock brought into the Establishment must be from a licensed nursery in compliance with Ohio's HWA quarantine.
- b) All incoming hemlock nursery stock must be held in a receiving area that is physically separated from any hemlock production area or hemlock holding area until the incoming hemlock nursery stock is inspected by trained nursery staff and found free of all life stages of HWA. The receiving area must be physically separated from production and holding areas by a distance of at least 20 yards or alternatively must be contained within an enclosed building.
- c) The Establishment shall maintain a recordkeeping system that clearly documents the sources of hemlock nursery stock, the date of receipt, the size, type, and quantity of hemlock nursery stock, the date and rate of an approved insecticide treatment, if applicable, and any certificates accompanying the incoming hemlock nursery stock.
- d) Note: Hemlock nursery stock destined for Vermont must have originated from a non-quarantined area, have not been held in an area under quarantine, and have not been exposed to regulated articles from quarantined areas.
- e) Hemlock nursery stock must be monitored by trained nursery staff once during the Spring and once during the Fall when signs of HWA are most visible. The Establishment shall maintain an HWA scouting record and shall provide copies to ODA upon request. The scouting records must contain the name of the field/block scouted, the date, the findings, and the name of the person performing the scouting.
- f) The Establishment shall immediately notify ODA of any detection of HWA within their operation.
- g) If the regulated articles will travel through an area under quarantine for HWA, the vehicle transporting the regulated articles must be enclosed by a covering adequate to prevent the introduction of HWA (such as canvas, plastic, or closely woven cloth), or must be in an enclosed trailer body.

3. Pest Management in Regulated Counties:

- a) The Establishment shall provide a detailed map to ODA showing the location of each hemlock nursery stock production area, receiving area and holding area. Production and holding areas must be at least 30 yards from any hemlock trees in the landscape or alternatively any hemlock trees within the 30 yards must be treated with an insecticide approved by ODA for the treatment of HWA in this Agreement.
- b) All hemlock nursery stock brought into the Establishment must be from a licensed nursery in compliance with Ohio's HWA quarantine.
- c) All incoming hemlock nursery stock must be held in a receiving area that is physically separated from any hemlock production area or hemlock holding area until the incoming hemlock nursery stock is inspected by trained nursery staff and found free of all life stages of HWA. The receiving area must be physically separated from production and holding areas by a distance of at least 20 yards or alternatively must be contained within an enclosed building.
- d) Hemlock nursery stock production areas, receiving areas, and holding areas must be scouted bi-weekly by trained nursery staff during the period of March 1st to October 31st



to assure absence of HWA. Hemlock trees in the landscape within 100 yards of these areas must be included in the area scouted. The Establishment shall maintain an HWA scouting record and shall provide copies to ODA upon request. Scouting records must contain the name of the field/block scouted, the date, the findings and the name of the person performing the scouting.

- e) Hemlock nursery stock shipped under this Agreement must be treated with an approved systemic insecticide during the growing season. Approved systemic insecticides are imidacloprid and dinotefuran (active ingredients).
 - a. Imidacloprid must be applied at least 6 months prior to shipment and its effective period is considered to be 3 years. Approved application methods include soil injection and soil drench.
 - b. Dinotefuran must be applied at least 15 days prior to shipment and its effective period is considered to be 1 year. Approved application methods include basal trunk spray, soil injection, soil drench, and broadcast spray to soil of plant beds.
 - c. Foliar spray application of either compound is not an approved application method.
- f) The Establishment shall maintain a pesticide application record for all hemlock nursery stock produced or held under this Agreement and shall provide ODA copies upon request.
- g) Hemlock nursery stock obtained from other nurseries with an ODA Hemlock Woolly Adelgid Compliance Agreement will not require an additional initial treatment provided that the Establishment maintains a recordkeeping system that clearly documents the sources of hemlock nursery stock, the date of receipt, the size, type, and quantity of hemlock nursery stock, the date and rate of an approved insecticide treatment, and any certificates accompanying the incoming hemlock nursery stock.
- h) Hemlock nursery stock received from non-regulated areas and safeguarded from infestation may qualify for an exemption from the systemic insecticide treatment. Safeguarding criteria and facilities are subject to the approval of ODA. Hemlock nursery stock received from non-regulated areas during the period of November 1st through March 1st and reshipped during the same time period of the same year are exempt from the safeguarding and treatment requirements.
- i) All shipments of hemlock nursery stock shall be inspected by trained nursery staff no more than 2 days prior to shipment. Detection of any life stage of HWA will disqualify the shipment of this material.
- j) If HWA is detected within their operation, the Establishment shall immediately cease shipment of hemlock nursery stock and notify ODA.
- k) The vehicle transporting the regulated articles must be enclosed by a covering adequate to prevent the introduction of HWA (such as canvas, plastic, or closely woven cloth), or must be in an enclosed trailer body.

4. Pre-notification:

- a. The nursery shall notify the destination receiving state of the shipment of Hemlock materials prior to the material arriving. Contact information for each state is maintained at the National Plant Board website: <http://nationalplantboard.org/member/index.html>.



- b. Pre-notification must include the following information: name and address of the shipping nursery, destination name and address, number and type of regulated article(s).
 - c. Pre-notification of shipments shall meet the receiving states timeframe requirements summarized at the following website: <http://nationalplantboard.org/laws-and-regulations/>.
5. **Training of Employees:** The Establishment shall ensure that each employee involved in carrying out provisions of this agreement are trained on the following:
- a. Identification of all life stages of Hemlock Woolly Adelgid and the signs and symptoms thereof;
 - b. Applicable HWA rules and policies;
 - c. All provisions of this Agreement; and
 - d. HWA infested areas.
6. **Term:** This Agreement is subject to Section 126.07 of the Ohio Revised Code. Should the Ohio General Assembly fail to appropriate funds for the inspections set forth in this Agreement, this Agreement is automatically terminated. This Agreement may be terminated at any time by ODA for any violation of the terms of this Agreement, or upon thirty (30) days' notice by either party for any reason. This Agreement becomes effective upon signature and will remain in effect until December 31, 2024 unless earlier terminated for the reasons previously set forth.
7. **Amendment:** This Agreement shall only be modified or amended by an instrument signed in writing by each party to this Agreement. Any certificates issued by ODA for use by the Establishment named herein remains the property of ODA and may not be distributed for use by any other entity and must be returned upon request of an ODA inspector or any other authorized representative of the Director. A violation of this Agreement may constitute a violation of the Ohio Revised Code Chapter 927 and may be criminally prosecuted pursuant to Ohio Revised Code Section 927.99.
8. **Disclaimer:** In no event will ODA, its officers, directors, employees, or agents be liable to any other party to the Agreement or third party for any damages, losses, expenses, costs, or fees incurred by any party under, arising out of, or related to this Agreement, or indirect, exemplary, punitive, special, or consequential damages arising out of or related to this Agreement. ODA does not guarantee, warranty, or otherwise promise that any of the regulated articles are free from disease or insects or are fit for any purpose intended. The Establishment shall indemnify and hold harmless the ODA in the event of any claims for losses, fees, costs, or damages of any kind in relation to or arising out of this Agreement which are associated with the Establishment's acts or omissions.
9. **Miscellaneous:** This Agreement shall be governed by the laws of Ohio. In the event of conflict between this Agreement and applicable laws, regulations, or orders of any competent authority having jurisdiction or in the event of any conflict between such applicable laws or regulations or orders, the most stringent or legally binding requirement shall govern and be considered as a part of this Agreement. This Agreement constitutes the entire agreement between the parties relating to its subject matter and supersedes all prior or



contemporaneous negotiations or agreements, whether oral or written, relating to the subject matter hereof. This Agreement shall not be assigned without prior written consent of the other party. No term or provision of this Agreement shall be deemed waived and no breach excused unless the waiver of consent is in writing and signed by both parties to this Agreement. This Agreement shall bind the parties hereto, their respective assigns, successors, receivers, and legal representatives of any type whatsoever. If any provision of the Agreement shall be invalid, illegal, or unenforceable, in any respect, said provision shall be severed. The validity, legality, and enforceability of all other provisions of this Agreement shall not in any way be affected or impaired unless such severance would cause this Agreement to fail of its essential purpose. This Agreement may be executed in any number of counterparts, each of which is to be deemed an original, and all of such counterparts together shall constitute one and the same instrument. A facsimile signature or other similar electronic reproduction of a signature shall have the force and effect of an original signature, and in the absence of an original signature, shall constitute the original signature.

THE ESTABLISHMENT

Printed Name of Authorized Individual _____ Title: _____

SIGNATURE: _____ DATE: _____

OHIO DEPARTMENT OF AGRICULTURE

State Agency
Official: _____ Date: _____

Compliance
Agreement Number: _____ Issue Date: _____

Payment
Included: _____ Please Bill: _____





OHIO DEPARTMENT OF AGRICULTURE
 DIVISION OF PLANT HEALTH
 REYNOLDSBURG, OH 43068-3399
 PHONE 614-728-6400 | FAX 614-728-6453
plantpest@agri.ohio.gov

HEMLOCK WOOLLY ADELGID COMPLIANCE AGREEMENT CERTIFICATE

*The Ohio Department of Agriculture, Plant Pest Control Section, annually inspects this nursery for the presence of hemlock woolly adelgid (*Adelges tsugae*). The hemlock nursery stock (*Tsuga spp.*) in this consignment has been grown under a compliance agreement monitored by the Ohio Department of Agriculture to meet the criteria of the HWA quarantine regulations for the states of Maine, Michigan, New Hampshire, Ohio, and Wisconsin: (1) Regulated articles were found, at the time of inspection, to be free of all life stages of HWA. (2) Regulated articles were produced and held at a pest-free place of production under a systems-approach program compliance agreement. (3) Regulated articles have been effectively treated with an approved systemic insecticide to destroy HWA.*

COMPLIANCE AGREEMENT NUMBER:	EXPIRATION DATE: 12/31/2024
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ESTABLISHMENT: _____

ADDRESS: _____

CITY | STATE | ZIP: _____

DESTINATION | CONSIGNEE: _____

ADDRESS: _____

CITY | STATE | ZIP: _____

DESCRIPTION: (Include quantity, type and size) _____

OHIO COUNTY OF ORIGIN:	PRODUCT USED:
TREATMENT RATE: _____	TREATMENT METHOD: _____
APPLICATION DATE: _____	

Plant Health Inspector (Name and Title)

Inspector Contact Information (Email and Phone)

