



BLUEBERRY QUARANTINE COMPLIANCE AGREEMENT

NAME OF ESTABLISHMENT: Willoway Nurseries, Inc.
ADDRESS: 4534 Center Road
CITY, STATE, ZIP: Avon, Ohio 44011
GROWING LOCATION: Erie and Lorain County Farms
PHONE: 440-934-4435 EMAIL: tdemaline@wwninc.com

REGULATED ARTICLES: **Blueberry, *Vaccinium corymbosum* - Plants and plant parts**

APPLICABLE LAW/REGULATIONS: **Michigan Blueberry Scorch, Shock and Sheep Pen Virus Quarantine**

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"). Pursuant to Ohio Revised Code ("ORC") Section 927.69, the Ohio Department of Agriculture ("ODA") has the authority 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 nursery shall maintain and offer for inspection such records as may be required by any interested governmental entity involved in the quarantine and control of the Blueberry Scorch, Shock and Sheep Pen Virus.
- b. All shipping records, a list of suppliers, and other documents (e.g. blueberry shipping and receiving records including copies of all movement certificates) concerning the regulated material for 36 months from the date of receipt and provide to ODA upon request.
- c. The nursery must provide to ODA detailed locations of all blueberry growing locations at the nursery.
- d. A Certificate of Quarantine Compliance containing all information included in the attached template shall accompany each shipment with a facsimile of their current nursery certificate.

2. Pest Management:

- a. All regulated articles shipped into Michigan from regulated areas must be certified virus free by a virus-free certification program recognized by the Director. *States currently regulated are: the States of Connecticut, Massachusetts, New Jersey, New York, Oregon, Pennsylvania and Washington and the province of British Colombia, Canada or any other area where these viruses or plant material infected with these diseases are known to exist.*

- b. All incoming blueberry nursery stock material must be inspected by trained nursery staff for Blueberry Scorch, Shock and Sheep Pen virus symptoms prior to entering the production area.
 - c. Regulated articles may not be held in the proximity of products from an infested area.
 - d. Regulated articles must not have been held or unloaded in an infested area.
 - e. Host material must be monitored periodically for virus symptoms.
 - f. The facility must immediately notify ODA of any positive lab tests and/or suspected Blueberry Scorch, Shock and Sheep Pen virus within their operation or supply chain.
3. **Retention:** Any certificate(s) issued by ODA for use by the Establishment named herein remain the property of the Ohio Department of Agriculture 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 ORC Chapter 927 and may be criminally prosecuted pursuant to ORC Section 927.99.
4. **Prenotification:** N/A
5. **Training of Employees:** The Establishment shall ensure that each employees involved in carrying out provisions of this agreement receive training in the following areas:
- a. Applicable rules and policies involving this quarantine;
 - b. Blueberry Scorch, Shock and Sheep Pen virus symptoms; and
 - c. All provisions of this Agreement.
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

THOMAS DEMALUIS
Printed Name of Authorized Individual

Title: PRESIDENT

SIGNATURE: 

DATE: 12-8-23

OHIO DEPARTMENT OF AGRICULTURE

State Agency Official: Fred Meyer

Date: December 7, 2023

Compliance Agreement Number: BB2024-LOR10974

Issue Date: December 8, 2023

Payment Included: _____

Please Bill: \$40.00