



BOXWOOD BEST MANAGEMENT PRACTICES 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: *Buxus spp.*, *Sarcococca spp.* and *Pachysandra spp.* nursery stock

APPLICABLE LAW/REGULATION: ORC 927.51-927.72; OAC 901:5-31-02 (B)

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”).

Boxwood Blight is caused by the fungus *Calonectria pseudonaviculata*, also known as *Cylindrocladium buxicola* or *Cylindrocladium pseudonaviculatum*. *Buxus spp.*, *Sarcococca spp.* and *Pachysandra spp.* are known hosts of Boxwood Blight. The establishment agrees to grow species and cultivars of Boxwood Blight host plants according to best management practices designed to prevent the introduction and minimize the risk of spreading Boxwood Blight. This agreement does not preclude the inspection, sampling, and testing of plants by the destination State Department of Agriculture or similar authority and rejection as a result of any positive finds.

To meet the requirements of the Boxwood Blight Cleanliness Program, the establishment agrees to the following:

A. EXCLUSION OF THE PATHOGEN

1. Utilize suppliers or nurseries that have been officially inspected by the origin state department of agriculture and found to be apparently free from boxwood blight or hold a “Boxwood Blight Cleanliness Program compliance agreement”.
2. Inspect incoming host plants and/or cuttings at the time of delivery. If the host material is symptomatic, contact the Ohio Department of Agriculture immediately.
3. Newly received host plants or rooted cuttings shall be isolated by a minimum of 3 meters (approximately 10 feet), by a physical barrier, or by another isolation method

approved by the Ohio Department of Agriculture from existing host plants in the nursery for at least 30 days.

- a. Keep newly received host plants obtained from different vendors separated.
 - b. The isolation area will have a surface, such as concrete or landscape fabric, that can be cleaned of plant debris. All plant debris shall be removed on a weekly basis.
 - c. No fungicides shall be applied during the isolation/holding period.
 - d. The isolation area for incoming host plants must be positioned to prevent water run-off into potting media and other host production areas.
4. Returns of host plants shall only be accepted into the isolation area and treated as newly received host plants (see 3 above). Do not allow returns that have been comingled with host plants from another source into the nursery.
 5. Unload incoming vehicles delivering host plant material into the isolation area, or if a common loading dock must be used, clean up and proper disposal shall occur after unloading (see C1). Vehicles for pick-up must be free from host plants and debris before entering the host plant production area.

B. WATER MANAGEMENT

1. Avoid overhead watering and conduct watering so as to allow leaves of host plants to dry before nightfall.
2. Monitor for host plant debris in water run-off. Minimize water run-off such that it does not run from one host plant production area into another.
3. Minimize standing water in host plant blocks.

C. SANITATION

1. Host plant production areas shall be inspected regularly for the accumulation of host plant debris. Minimize host plant debris by regular cleaning of the substrate and pot surfaces. Host plants or host plant debris shall not be used in compost.
2. Sanitize tools between blocks/lots of host plant material with an effective disinfectant.
3. Clean equipment between blocks/lots of host plant material.
4. After every crop production cycle, remove all crop debris and disinfect propagation mist beds, cutting benches, machines, and tools, using an appropriately labeled effective disinfectant.
5. Use new, sanitized or pots/flats that have been thoroughly cleaned of soil and plant debris for host plant production. Do not reuse potting mix previously used in host plant production unless the used potting media has been sterilized.

D. INSPECTION

1. Inspect all host plants in the isolation area on a weekly basis and scout/monitor host plants in other areas monthly throughout the growing season by trained personnel.

- a. **If boxwood blight symptoms are detected they shall be reported immediately to the Ohio Department of Agriculture to have the disease identified.**
 - b. No symptomatic host plants shall be sold until they have been examined and cleared by the Ohio Department of Agriculture.
2. The nursery shall allow the Ohio Department of Agriculture access to conduct inspections and, if necessary, collect samples to test for the presence of Boxwood Blight.

E. TRAINING

1. The participant shall educate and train appropriate personnel on the following:
 - a. Recognizing basic signs and symptoms of Boxwood Blight.
 - b. Proper sanitation practices to meet the intent of this compliance agreement, including training on worker safety.
 - c. The stipulations of the Boxwood Blight Cleanliness Program compliance agreement.
2. Approved training materials may be obtained from the ANLA Boxwood Blight website, National Plant Board website or from the Ohio Department of Agriculture.

F. RECORD KEEPING/TRACEABILITY

1. Records shall be made available upon request for verification. Records of host plants will be maintained for a minimum of 12 months for the following:
 - a. Incoming plants including quantity and sources
 - b. Location of isolation area(s) for incoming host plants
 - c. Shipping records (dates, quantity, plants shipped, destinations)
 - d. Fungicide applications
 - e. Inspection Records
 - f. Personnel training (dates, attendees, subject matter, trainer)
2. The participant shall allow the Ohio Department of Agriculture to audit all necessary records and protocols to ensure compliance with the above-mentioned requirements. Interviews of employees may also be conducted to ensure compliance with training requirements.
3. **For all shipments to Tennessee**, the establishment must obtain a phytosanitary certificate issued by the Department affirming that "*Buxus* (and *Sarcococca*) spp. were grown, produced, and shipped to meet conditions specified in the Boxwood Blight Cleanliness Program Agreement; and, were visually inspected and found to be apparently free of Boxwood Blight, *Calonectria pseudonaviculatum*"

- G. 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.
- H. 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.
- I. 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. **The Ohio Department of Agriculture does not guarantee that any particular shipment of nursery stock is free from Boxwood Blight.**
- J. 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.

I, _____ the undersigned, agree to handle, pack, process, and move host plants of boxwood blight in accordance with all applicable best management practices, nursery laws and regulations; use all permits and certificates in accordance with instructions; maintain and offer for inspection such records as may be required; and abide by the above listed stipulations. The affixing of the signatures below will validate this agreement.

THOMAS DEMALINE Title: PRESIDENT
Printed Name of Authorized Individual

SIGNATURE: Thomas Demaline DATE: 12-8-23

OHIO DEPARTMENT OF AGRICULTURE

State Agency Official: Fred Meyer Date: December 7, 2023

Compliance Agreement Number: BWB2024-LOR10974 Issue Date: December 8, 2023

Payment Included: _____ Please Bill: \$40.00