



JAPANESE BEETLE 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:

- Soil, humus, compost, manure, and all growing media (except when commercially packaged)
- All plants with roots (except bareroot plants free from soil). Free from soil means plants with less than the amount of soil or growing media that can harbor any life stage of Japanese beetle (egg, pupa, or larva). Some states define this as free from soil or growing media larger than ½ inch.
- Grass sod
- Plants with crowns or roots for propagation (except when free from soil)
- Bulbs, corms, tubers, and rhizomes of ornamental plants (except when free from soil)
- Any other plant, plant part, article, or means of conveyance when it is determined by the receiving to present a hazard of spreading live Japanese beetle due to infestation or exposure to infestation by Japanese beetle.

APPLICABLE QUARANTINES/REQUIREMENTS: U.S. Domestic Japanese Beetle Harmonization Plan; Any additional requirements or limitations imposed by a state quarantine must also be followed.

1. **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:
2. **Pest Management/Shipping:** Please indicate where you are requesting to ship and which condition you are planning to employ by checking all of the appropriate boxes below. Note that several states (listed below) have requirements that differ from those detailed in the Harmonization Plan. Work with your local Plant Pest Control Specialist on which scenarios may be feasible for your facility.

■ Shipment to Category 1 States

Regulated material may be shipped to **Category 1** states based on the conditions detailed in the U.S. Domestic Harmonization Plan (Harmonization Plan).

- ☐ Production in an Approved Japanese Beetle Free Greenhouse/Screen house
- ☐ Production During a Pest Free Window
- ☒ Application of Approved Regulatory Treatments
- ☐ Detection Survey for Origin Certification
- ☐ Plants are shipped bare root free from soil/media

■ Shipment to Category 2 States

Regulated nursery stock from any infested area may be shipped to **Category 2** states under any of the certification protocols outlined in the Harmonization Plan for shipment to **Category 1** states, or any of the protocols described in the Harmonization Plan for shipment to **Category 2** states which include:

- ☒ Application of Approved Regulatory Treatment
- ☐ Japanese Beetle Nursery Trapping Program
- ☐ Nursery Accreditation Program
- ☒ Containerized Nursery Stock Accreditation Program
- ☐ Shipment of Sod (specific requirements for sod)
- ☐ Plants are shipped bare root free from soil/media

States with additional Japanese beetle requirements

■ Colorado

- Field accreditation by soil survey is not an option for certification
- Containers over 16 inches in diameter are not eligible for Weed Free Container Accreditation
- Media incorporation may not be used as a means of certification

■ Idaho

- Drench treatments are not approved for shipments of grasses and/or sedges
- Dip treatments are not approved for B&B stock
- Shipment shall not take place sooner than 10 days after the date of treatment, but no later than 30 days after treatment

■ Montana

- Shipments must arrive outside of the Japanese beetle flight season (October 1st – May 31st)
- Shipments of field grown nursery stock are prohibited entrance during the period of June 1st – September 30th annually unless shipped under a bonded compliance agreement with the Montana Department of Agriculture

■ Nevada

- Advanced notification is required for regulated articles which have been treated with a pesticide

■ Oregon

- Drench treatments are not approved for shipments of grasses and/or sedges

■ Utah

- Drench treatments are not approved for shipments of grasses and/or sedges

3. **Adult Japanese Beetle Mitigation:** The following items must be addressed in a manner consistent with the Harmonization Plan and verified by your local nursery inspector.
 - a. Regulated article(s) is/are free of adult Japanese beetle prior to loading
 - b. Shipping vehicle/container is free of adult Japanese beetle
 - c. The holding and loading area(s) is/are free of adult Japanese beetle
 - d. Regulated article(s) is/are safeguarded during shipment through the Japanese beetle infested area during the adult beetle flight period
 - e. Regulated article(s) is/are safeguarded from re-infestation during the holding and loading process
4. **Record Keeping/Traceability:**
 - a. **Pre-notification:** Advanced notification 24 hours prior to shipment to the following states is required: California, Colorado, Idaho, Montana, Nevada, Oregon, Utah, and Washington
 - b. All regulatory treatments records must be identified in pesticide application log.
 - c. Record of regulatory treatments must be maintained for a minimum of 3 years.
 - d. Records of plant material shipped under this agreement must be maintained for a minimum of 3 years
5. **Training:** The Establishment shall ensure that each employee of the named establishment responsible for aspects of the agreement is trained on the following:
 - a. Recognizing basic signs and symptoms of the Japanese beetle
 - b. The stipulations of this compliance agreement
 - c. The requirements of the most current version of the U.S. Domestic Japanese Beetle Harmonization Plan
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.

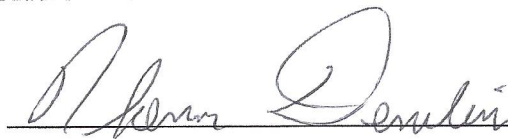
9. **Miscellaneous:** This Agreement shall be governed by the laws of Ohio. In the event of conflict between this Agreement and applicable laws, regulations, or orders of any competent authority having jurisdiction or in the event of any conflict between such applicable laws or regulations or orders, 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

Title: _____

Printed Name of Authorized Individual _____

SIGNATURE: _____



DATE: _____

12-8-2023

OHIO DEPARTMENT OF AGRICULTURE

State Agency
Official: _____

Fred Meyer

Date: December 8, 2023

Compliance
Agreement Number: _____

JB2024-LOR10974

Issue Date: December 8, 2023

Payment Included: _____

Please Bill: \$40.00