



**OREGON
DEPARTMENT OF
AGRICULTURE**

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Nursery & Christmas Tree Program

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Emerald Ash Borer COMPLIANCE AGREEMENT for NURSERY STOCK

Compliance Agreement Number: OR-##-##

Nursery Name: _____ **License #:** _____

Address: _____

City/State/Zip Code: _____

Phone: _____ **Email:** _____

This establishment will have the following hosts under this agreement (Check all that apply):

- Ash trees (*Fraxinus spp.*)
- Olive (*Olea spp.*)
- White Fringe Tree (*Chionanthus virginicus*)

This establishment will handle the following covered commodities (Check all that apply):

- Scions
- Grafts
- Rooted material
- Other (please specify) _____

This establishment will ensure that all covered commodities, prior to movement outside the quarantined area, will be meet one of the following conditions in accordance with state approved methods at the establishment's expense under the treatment option(s) listed below (Check all that apply):

- $\frac{3}{4}$ of an inch or less (1.9 cm) in diameter when measured at a height of 4 inches from the soil line
- Production in approved greenhouse

- Tissue culture
- Chemical treatment (list type) _____

(list schedule) _____

AUTHORITY

Pursuant to Oregon Revised Statutes (ORS) 570.305 and Oregon Administrative Rules (OAR) 603-052-1070 [Quarantine against Emerald Ash Borer], the Oregon Department of Agriculture (ODA) issues this Compliance Agreement for nursery growers to ship regulated host material to outside of a quarantined area.

Violation of this Agreement or the rules in OAR 603-052-1070 may result in a fine, if convicted, of not less than \$500 no more than \$5,000, as provided by ORS 561.990. In addition, violators may be subject to civil penalties of up to \$10,000 as provided by 561.995. Commodities shipped in violation of this Agreement or ODA's quarantine rules may be treated, destroyed, or returned to their point of origin without expense or indemnity paid by the state. OAR 603-052-1230(9).

CONSENT

1. I acknowledge that I am the owner/operator of the nursery named in this Agreement and am authorized to bind the nursery with my signature.

2. I acknowledge that I have read and understand the terms of this Agreement and understand and agree that this Agreement sets for the entire agreement with ODA.

3. I understand and agree that violation of this Agreement or the rules in OAR 603-052-1070 may result in termination of this Agreement and further that ODA may seek any lawful remedy for violation of this Agreement or for violation of OAR 603-052-1070 [Quarantine against Emerald Ash Borer]. I further understand and agree that commodities shipped or in violation of this Agreement or ODA's quarantine rules may be treated, destroyed, or returned to their point of origin without expense or indemnity paid by the State of Oregon.

Nursery Representative Name (Printed)

Signature

Date

AGREEMENT AND COMPLIANCE ORDER

A. Definitions

In addition to the definitions provided in OAR 603-052-1070, the following definitions apply to this Agreement unless the context requires otherwise.

1. "EAB" means Emerald Ash Borer (*Agrilus planipennis*).
2. "Nursery" means any location where nursery stock is grown, propagated, stored, or sold, or any location from which nursery stock is distributed.
3. "Nursery stock" includes all botanically classified plants or any part thereof, such as buds, corms, roots, scions, grafts, cuttings, and all trees or plants collected in the wild that are grown or kept for propagation or sale.
4. "Covered Commodity" means all plants and plant parts of the genus *Fraxinus* (Ash), *Olea* (Olive) and *Chionanthus virginicus* (White Fringe tree) which include, but are not limited to: bud wood, scions, root stock, and all other associated articles that a State Official determines may pose a risk of spreading *Agrilus planipennis*.
5. "Oregon Department of Agriculture" means the State of Oregon's Department of Agriculture (ODA).
6. "State Official" includes any employee or official designee of the Oregon Department of Agriculture.
7. "Certificate of Quarantine Compliance (CQC)" means a document authorized or prepared by the Department that certifies that, for a specified time period, the holder is operating in accordance with a Compliance Agreement.

B. Agreement and Compliance Order

For counties in Oregon where EAB has been confirmed and is considered a quarantined area, regulated host material may be moved outside the county only as consistent with this Compliance Agreement for Emerald Ash Borer (Agreement). This Agreement covers nursery stock of ash, olive, and white fringe tree and articles that the ODA or a State Official determine to present a risk of spreading *Agrilus planipennis*.

1. Conditions for Shipping. Any covered commodity under this agreement must meet one of the requirements as outlined in Appendix I prior to shipping.

2. Records: The Nursery shall maintain records of all shipments and sales of covered commodities and treatment records for at least 36 months. The Nursery shall fulfill all document requests from the ODA or other State Official within 48 hours.

3. Inspection and Monitoring. ODA and State Officials shall be granted access to the Nursery location Monday through Friday during normal business hours to evaluate whether the Nursery and its operations are compliant with the applicable provisions of this Agreement.

a. Failure to provide ODA or a State Official access to the nursery will be considered a violation of this Agreement and may result in termination of the agreement as provided in paragraph 13.

b. If the Nursery denies access to ODA or a State Official as provided in paragraph 3, the ODA may obtain an administrative warrant to access the Nursery.

4. Training: All employees involved in the handling of ash, olive, or white fringe tree nursery stock must be trained in how to scout for emerald ash borer.

5. Inspection of Established Trees on Property. All ash, olive, or white fringe tree mother trees, established stands, and other commodities which may harbor EAB (such as firewood) on the nursery property need to be inspected by the establishment's staff in the spring and summer to scout for signs of EAB. The establishment must notify the ODA within 24 hours of finding signs EAB on the property.

6. Notification of Change. The Establishment must notify the signing state official within 3 business days if:

1. The designated signatory individual changes.
2. The applicant/company physically relocates.
3. The company name or ownership changes.
4. Any other event occurs which may affect required treatment or mitigation actions.

Upon notice, the Establishment may be required to sign a new agreement which reflects all reported changes.

7. Intrastate Shipments. Shipments within Oregon as consistent with this Agreement must be accompanied by a certificate issued by ODA or a State official that contains an additional declarations (ADs) which references/refers to the Conditions for Shipping as described in Appendix I of this agreement.

The certificate will be void if *Agrilus planipennis* is found in covered commodities after treatments have occurred. It may be re-issued by only after the certifying official confirms that the Establishment can meet Agreement requirements.

8. Compliance with Applicable Regulations. Nursery agrees to comply with all other applicable federal and state regulations related to the importation or distribution of EAB host nursery stock.

9. Equipment: All equipment will be clean and free of non-compliant covered commodities material prior to leaving the quarantined area.

10. Effective Date. This Agreement becomes effective upon the date of the last signature. It shall remain in effect for one year from the effective date.

11. Signatures. This Agreement may be signed in counterparts, all of which taken together shall constitute one agreement.

12. Amendments. Amendments to this Agreement must be in writing and signed by ODA.

13. Termination. The ODA may terminate or suspend this agreement upon request by the nursery or according to its sole discretion at any time if the ODA or other state agency determines the nursery is in non-compliance with this Agreement or in noncompliance with OAR 603-052-1070. The ODA will provide written notice of termination of this Agreement to the Nursery by first class mail postage prepaid.

IT IS SO AGREED.

Signature
Nursery Representative

Date

ODA Representative Name (Printed)

Signature

Date

APPENDIX I: CONDITIONS FOR SHIPPING

All covered commodities must meet one of the following requirements (a-d) and meet requirement (e) to be eligible for shipment. Covered commodities must be shipped along with a Certificate of Quarantine Compliance issued by a State official as outlined in section 7 of this agreement.

- a. Plants and plant parts intended for propagation, including cuttings, bare-root plants, and rooted plants must have trunks that are $\frac{3}{4}$ of an inch or less (1.9 cm) in diameter when measured at a height of 4 inches from the soil line.
- b. The host plants are shipped as tissue culture.
- c. The host plants have been grown in an insect-proof greenhouse or screenhouse that has been inspected and approved by a State official.
- d. Covered commodity was treated with an approved product. Treatments and procedures will be followed as directed on product label. For a complete list of approved treatments in Oregon, please refer to: [EAB Pesticide Products](#)
- e. Commodities in the shipment need to be inspected by the nursery prior to shipping for the presence or symptoms of EAB infestation before they leave the loading dock.