



**Wisconsin Department of Agriculture, Trade and Consumer Protection**  
 Division of Agricultural Resource Management  
 Bureau of Plant Industry  
 P.O. Box 8911, Madison WI 53708-8911  
 Phone: (608) 224-4596 Fax: (608) 224-4656

**Wisconsin Department of Agriculture, Trade and Consumer Protection**  
**EUROPEAN CORN BORER COMPLIANCE AGREEMENT**

<b>1. COMPANY NAME:</b>		<b>2. CONTACT NAME:</b>	
<b>3. MAILING ADDRESS:</b>	<b>4. COUNTY:</b>	<b>5. E-MAIL:</b>	
		<b>6. TELEPHONE:</b>	<b>7. FAX:</b>
<b>8. SHIPPING or SCREENING FACILITY LOCATION and COUNTY (if different from mailing address above):</b>			

**Applicable to state quarantines for the European Corn Borer pest pursuant to**

**Wisconsin Administrative Code ATCP 21.05 and Wisconsin State Statutes 93.07(12) and 94.01.**

This Compliance Agreement between the Wisconsin Department of Agriculture, Trade and Consumer Protection (DATCP) and \_\_\_\_\_ (the Company) enables the Company to comply with external European Corn Borer (ECB) quarantines as established by the following states or provinces: the states of Arizona, California, Hawaii, Idaho, Nevada, Oregon, Texas\*, Utah, Washington, and the Canadian province of British Columbia.

*\* ECB has been found in the following counties in Texas: Bailey, Carson, Castro, Dallam, Deaf Smith, Floyd, Gray, Hale, Hansford, Hartley, Hutchinson, Lipscomb, Moore, Ochiltree, Oldham, Parmer, Potter, Randall, Roberts, Sherman, and Swisher. ECB Certificates are not required for shipments into these infested counties. Unscreened grain may be shipped through the ECB-free areas of Texas, if it is destined to a foreign port through a port elevator operating under the authority of the Federal Grain Inspection Service (FGIS). The ECB Certificate must accompany each of these shipments stating that the grain is for export only, that the grain must not be diverted to any other Texas point, and that a change of destination to other Texas points is not authorized except that grain may be diverted to another qualified port elevator.*

Based upon the results of an annual audit inspection, this Agreement authorizes the Company to transport certified regulated articles subject to the following conditions:

1. "Regulated articles" are defined as Corn - broomcorn, sorghum, and sudangrass plants, and all parts thereof (including shelled grain and stalks, ears, cobs, and all other parts, fragments, or debris of said plants);
2. The Company acknowledges exterior state quarantine regulations governing ECB and regulated articles. The Company agrees that all regulated articles are produced, processed, stored, handled or used under conditions, described below, that effectively preclude the transmission of ECB.
  - a. The Company will ship regulated articles destined to states/regions with an ECB exterior quarantine only when they are determined to be free of ECB, stalks and other debris.
  - b. Determination of freedom from ECB, stalks and other debris will be based upon: (1) screening of all grain through a one-half inch (½") or smaller size mesh screen, and (2) visual inspection of all regulated articles being shipped or used as temporary storage.
  - c. Shipments shall be rejected if the load is found to have debris of one-half inch (½") or larger, or if any ECB are detected. Depending on the receiving state's requirements, a rejected load will either be fumigated, rolled, or screened at the shipper's expense. DATCP will inspect the elevator and screening equipment if rejections occur.
  - d. Besides screening the grain products, regulated articles must be inspected for stalks and other debris and cleaned, if necessary, before loading. If screening is done before loading and the clean grain is stored, that storage must be inspected to make sure it is free of debris.
  - e. Railroad cars, Trucks, Storage bins, Bulk containers and other transport or storage devices need to be free of remnants or other debris.

3. Each lot of shelled corn destined to states or provinces with an ECB exterior quarantine shall be accompanied by a state-issued Certificate attesting that all of the regulated articles in the lot or shipment were processed and inspected in conformity with methods (1) and (2) listed in section 2.b., above.
4. All Certificates must be signed and dated and specify the kind and quantity of regulated articles constituting the lot or shipment covered thereby, the initials and number of the railway car or license number of the truck, and the names and addresses of the shipper and consignee.
5. The Company agrees to inspect and certify all shipments of regulated articles, and that only the following named employees shall be authorized to sign Certificates:


6. The Company shall inspect screening facilities on a regular basis. The most recent inspection date shall be reported at the time of Agreement renewal. New facilities or new screening equipment require a DATCP inspection to verify compliance before an Agreement is issued or renewed.
7. DATCP retains the right to conduct inspections of regulated articles, to monitor inspection procedures and to examine shipment records at any time. DATCP will furnish the services of inspectors without cost. However, DATCP shall not be responsible for any costs or charges incidental to inspections or compliance with ECB quarantines.
8. The Company agrees to maintain all records pertaining to shipment of regulated articles for no less than 12 months from the date shipped. This record can be an invoice, packing list or other document, but must contain all the information described in section 4, above. The Company agrees to supply DATCP with copies of this paperwork upon request.
9. Compliance Agreements are non-transferable. The Company must notify DATCP in the event that:
  - a. The designated signatory individual in Block 8 (below) changes, or
  - b. The applicant/company physically relocates, or
  - c. The company name or ownership changes, or
  - d. Any other event occurs which may affect the handling of regulated articles.
10. DATCP reserves the right to revise or cancel this Agreement at any time. If the Company fails to comply with the provisions of this Agreement, the Agreement shall be revoked. DATCP may pursue additional penalties for violations, including forfeiture, fine or imprisonment, under Ch. 94.77, Wis. Stats. If DATCP takes an action against the Company for violation by the Company of this Agreement, the Company may request a hearing under s. ATCP 1.03(3), Wis. Adm. Code. A request for hearing shall be submitted in writing within ten days after service of the notice of violation. A request for hearing does not stay or modify any summary order issued by the department because of the violation. If granted, the Company's right of hearing will be limited to the issue of determining whether the terms of this Agreement have been materially violated.

The affixing of signatures below will validate this Agreement which shall remain in effect for 12 months from the date entered in Block 10 (below), but may be revised as necessary or revoked for noncompliance.

<b>8. SIGNATURE (FOR COMPANY):</b>	<b>9. TITLE:</b>	<b>10. DATE:</b>
<b>11. COMPLIANCE AGREEMENT NUMBER:</b> WI-ECB-CA-		
<b>12. STATE AGENCY OFFICIAL (NAME &amp; TITLE):</b> Plant Pest and Disease Specialist		<b>AGENCY CONTACT:</b> 2811 Agriculture Drive P.O. Box 8911 Madison, WI 53708-8911 (608) 224-4596
<b>13. SIGNATURE:</b>		