

SGH Grant Agreement for Pesticide Contractor License

This AGREEMENT is made between Save Georgia's Hemlocks, Inc., hereinafter referred to as "SGH," and _____, hereinafter referred to as "Recipient," on _____, 20__ for the dual purposes of assisting the Recipient to obtain a Pesticide Contractor License from the Georgia Department of Agriculture in order to treat hemlock trees in north Georgia on a professional basis in service to the community and securing the Recipient's active participation in the mission of SGH.

Background

SGH is dedicated to saving endangered hemlocks through education and charitable service, including ensuring easy access to accurate hemlock information and advice, enabling property owners to do as much as possible to treat their own trees, helping them find qualified treatment professionals when needed, and providing direct assistance to property owners and public land managers for the care of hemlocks.

In many north Georgia counties within the native hemlock range, there is a current shortage of treatment professionals who possess the necessary Pesticide Contractor License and who have specific knowledge and experience in treating hemlocks. Therefore, the SGH Board of Directors has established a grant program to encourage and assist eligible individuals in underserved counties of north Georgia to obtain a Pesticide Contractor License in the appropriate category or categories in exchange for their commitment to provide service in one or more underserved counties, abide by the "best practices" standards endorsed by SGH, and participate in the volunteer work of SGH as defined in the Attachment.

Terms of Agreement

The State-required coursework and exam as defined in the Attachment must be completed and a Commercial Pesticide Applicator License obtained within six (6) months from the date of the Grant Application. Within an additional sixty (60) days, proof of the State-required liability insurance, Pesticide Contractor License, and county business license (if the applicant is the business owner) must be provided to the SGH Board of Directors.

In consideration of the foregoing premises and the mutual covenants and undertakings contained herein, and of other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereby agree as follows:

Definitions

- Appropriate Categories – For the treatment of hemlocks, the License must be in Category 23 (Forest Pest Control) and/or Category 24 (Ornamental and Turf Pest Control), as described on the Georgia Department of Agriculture's web site http://agr.georgia.gov/Data/Sites/1/media/ag_plantindustry/pesticides/files/licensecategories.pdf.
- Eligible Individuals – Persons who do not currently have, but desire to obtain, the necessary Pesticide Contractor License and whose business is located in an underserved county or, if in another county, agrees to provide service in one or more underserved counties, may submit an application for this grant to the SGH Board of Directors.
- Pesticide Contractor License – The Georgia Department of Agriculture's web site indicates that in order to provide pesticide applications of any type of pesticide, whether general use or restricted use, to the property of another person and collect a fee for these services, both a Commercial Pesticide Applicator License and a Pesticide Contractor License are required. The Commercial Pesticide Applicator License and proof of the state-required liability insurance are pre-requisites for obtaining a Pesticide Contractor License.
- Underserved Counties – Any county in the north Georgia that is within the native hemlock range, that is recognized by the Georgia Forestry Commission as having a hemlock woolly adelgid (HWA) infestation, and that has no properly licensed treatment professional located in the county or in an adjacent county is considered an underserved county at the time this Agreement is executed, as defined in the Attachment.



SGH Grant Agreement for Pesticide Contractor License

SGH agrees to:

- Provide the Recipient a grant for the out-of-pocket expenses for training materials, exam, and licensing fees, as defined in the Attachment. A grant in the amount of \$_____ will be paid by check to the Recipient within thirty (30) days following execution of this Agreement or other agreed upon date.
- Include the Recipient’s business name and contact information on the Contacts page of the SGH web site and on any SGH educational or marketing materials that contain a list of hemlock treatment professionals in Georgia.
- Share the Recipient’s business name and contact information with individuals who call the SGH Hemlock Help Line seeking a professional to treat their hemlocks.
- Support the Recipient through the Hemlock Help Line and periodic training and technical updates regarding hemlocks.

NOTE: Save Georgia’s Hemlocks does not ever recommend one particular professional over another. It is our standard practice to provide anyone who inquires the full list of professionals known to be properly qualified or refer the inquirer to that list on our web site. Further, it is our standard practice to suggest that the inquirer contact more than one professional to compare services and pricing.

Recipient agrees to:

- Attend a SGH Hemlock Help Clinic and Facilitator Training Workshop between the date of the Application and thirty (30) days after the date of this Agreement and attend a refresher course within three (3) years of the original SGH-provided training. Continuing Education Units may be earned for attendance.
- Provide hemlock treatment service to property owners in one or more underserved counties identified in the Attachment, doing so in compliance with the “best practices” standards for hemlock treatment endorsed by SGH, as defined in the Attachment.
- Perform volunteer service that furthers the mission of SGH, as defined in the Attachment, in the amount of twelve (12) hours per year for three (3) years from the date of this Agreement.
- Maintain his/her License in good standing with the State of Georgia for a minimum of three (3) years from the date the Contractor License is obtained – including continuous liability coverage as required by the State, annual renewal of Commercial Pesticide Applicator License, and annual renewal of county business license – and abide by all applicable Rules and Regulations of the State of Georgia governing the purchase, supervision, and use of pesticides.

Failure of the Recipient to fulfill any of the above stated requirements will be a breach of this Agreement, resulting in revocation of the entire grant. If such breach occurs, the Recipient will be required to return the amount of the grant in full to SGH within sixty (60) days following the end of the year in which the breach occurs. Notwithstanding such breach, if the Recipient claims that the breach was the result of personal health or other undue hardship, he/she may request SGH to modify this Agreement or waive the breach in whole or in part. Such modification or waiver will be at the discretion of SGH.

Furthermore, this agreement does not create or imply any relationship between SGH and the Recipient other than that set out herein.

Save Georgia's Hemlocks, Inc.

Date

Recipient

Date

SGH Grant Agreement for Pesticide Contractor License

Attachment to SGH Grant Agreement

Underserved Counties

The list below will be amended as the availability of properly licensed professionals changes or as the list of HWA-infested counties is changed by the Georgia Forestry Commission. Such amendments will apply to new Agreements only.

- Cherokee
- Dade
- Gordon
- Pickens
- Stephens
- Walker
- Whitfield

NOTE: This list is intended to identify the counties in which Save Georgia's Hemlocks wants to encourage individuals to become licensed and provide service. However, it in no way restricts the areas in which a licensed professional may practice. Once licensed through the State of Georgia, a professional can provide service in any and all Georgia counties.

Out-of-Pocket Expenses Eligible to be Covered by SGH Grant Agreement

This list will be amended as fees or licensing requirements are changed by the State of Georgia. Such amendments will apply to new Agreements only.

• <u>Study Materials</u>	General Standards	\$15	
	Forest Pest Control	15	
	Ornamental & Turf Pest Control	25	
• <u>Exam Fee</u>	one time	\$45	
• <u>Commercial License</u>	first year	\$90	Must be renewed every 5 years.
• <u>Contractor License</u>	first 3 years	\$55	Must be renewed every year.
		55	
		<u>55</u>	
	Total eligible expenses	up to \$355	

This Agreement does not cover out-of-pocket expenses for a previously obtained License. It does, however, cover the out-of-pocket expenses for Study Materials and Exam Fee for an individual who is already licensed in any pesticide category and desires to add a license for Category 23 and/or 24.

The Recipient is responsible for the cost of his/her liability insurance, county business license (if applicable), equipment, chemicals, and other supplies.

Course Requirements for Commercial License

This list will be amended as requirements are changed by the State of Georgia. Such amendments will apply to new Agreements only.

- General Standards – This part is required and includes general knowledge on the use of pesticides.
- Forest Pest Control – This category includes commercial applicators using or supervising the use of restricted use pesticides, or state-restricted pesticide uses, in forests, forest nurseries, and forest seed producing areas.
- Ornamental and Turf Pest Control – This category includes commercial applicators using or supervising the use of restricted use pesticides, or state-restricted pesticide uses, to control pests in the maintenance and production of ornamental trees, shrubs, flowers, and turf.

Volunteer Service

The activities which may be counted toward the yearly volunteer service requirement include, but are not limited to, those listed below. Activities other than those listed should be pre-approved by SGH to count toward the service requirement.

- Participating in a SGH-sponsored hemlock treatment or hemlock planting project
- Staffing a SGH information booth or education station at a festival or other public event
- Teaching or giving a presentation to civic or community groups
- Conducting a hemlock lesson or other activity with kids' classes or groups

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SGH-Endorsed Best Practices for Treating Hemlocks

The overall goal of this grant offer is to enable property owners to save as many of their hemlocks as possible by increasing their access to properly qualified pesticide professionals who provide appropriate services at reasonable rates.

Customer Service

- Respond to requests for an evaluation or treatment in a timely manner.
- Be sensitive to the customer's goals and concerns.
- If necessary, help the customer understand what is at stake because of HWA.
- Fulfill any commitments concerning appointments, information to be provided, or follow-up service.

NOTE: In support of good customer relations, customer education, and clarity around practical matters such as property boundaries, we recommend that the initial site visit be scheduled when the customer can be present, if at all possible.

Treatment Recommendations

- Formulate recommendations for treatment material and application method based on the most effective approach to maintaining or restoring tree health as well as protecting the environment.
- If necessary, help the customer understand that chemical treatment (1) is safe and highly effective, (2) typically provides a certain period of residual protection, and (3) will need to be refreshed after a certain period of time.
- Explain the available treatment options and the likely results of each while assuring the customer that the final decision is entirely theirs. Stem injection is not to be offered as a treatment option.
- In the case of a customer's serious financial constraints, help the customer prioritize the trees that can be treated or, at the discretion of the professional, contact the Hemlock Help Line about possible charitable assistance for the customer.

Service Delivery

- Use the least expensive chemical that will be effective and the lowest effective rate of application that is consistent with the product label and the currently accepted per-inch dosage recommended by the University of Georgia.
- For soil injection or drench, make shallow subsurface application near and around the base of the tree, avoiding standing water or soil that is frozen or saturated.
- For foliar or basal trunk spray, make carefully controlled application, avoiding a rate of spray that could allow runoff into a waterway or windy conditions that could allow drift.
- Mark treated trees in whatever way the client prefers.

Pricing and Business Practices

Save Georgia's Hemlocks does not maintain information on the pricing structure or business practices of individual pesticide professionals in Georgia. These are matters that each professional must set for his/her own business. We can, however, share the following information gathered from anecdotal reports received by the Hemlock Help Line from Georgia callers over the past five years.

- Most professionals quote their pricing as a per-diameter-inch rate based on the treatment material to be used, and most pricing falls within a set of average rates which we can provide upon request.
- Most professionals may vary their rates somewhat based on the number of acres, trees, and diameter inches, the terrain, and/or the distance traveled.
- Most professionals do not have a separate charge for travel or giving an estimate. Also most do not have a minimum number of acres, trees, or diameter inches they will treat or a minimum charge for treatment.
- Most professionals provide their clients a written invoice by mail or email, indicating the number of trees and diameter inches treated, the treatment material and application method used, and any special notes about conditions observed, results expected, or future follow-up needed.