

## Proposed Model Compliance Agreement to Prevent the Spread of Coconut Rhinoceros Beetle

**Authority:** This Compliance Agreement is made pursuant to the authority of Hawaii Department of Agriculture and Biosecurity (HDAB) Plant Quarantine Interim Rule 26-\_\_\_ and sections 141-1 and 150A-9.5, Hawaii Revised Statutes (HRS).

**Purpose:** The purpose of this Compliance Agreement is to provide direction and protocols for the proper Transportation, movement, Processing, and disposal of Coconut Rhinoceros Beetle (CRB) host material and CRB host palms in the Quarantine Area to prevent the spread of the CRB to other areas in the State that are not known to be infested with CRB.

**Parties:** This Compliance Agreement is made between the HDAB and the Participant, as set out below:

Hawaii Department of Agriculture and Biosecurity  
Plant Industry Division  
1428 South King Street  
Honolulu, HI 96814  
Contact: Plant Industry Division Administrator

**Participant Information (the "Participant"):**

Participant Name (Company or Individual): \_\_\_\_\_

Participant Representative: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_ Zip: \_\_\_\_\_

Physical Address (If different from above): \_\_\_\_\_

City: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ E-Mail: \_\_\_\_\_

Contact (If different from Participant Representative): \_\_\_\_\_

**Type of activity conducted with CRB Host Material or CRB Host Palms (check all that apply):**

- Transport
- Processing
- Designated Collection Bin Management
- Export (interisland or out of state)

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- Receipt of Imports
- Sale or wholesale purchase
- Nursery activities
- Mulching or composting
- Other (please explain): \_\_\_\_\_

**Program:** The HDAB and CRB Response with Big Island Invasive Species Committee (BIISC) cooperating as the Coconut Rhinoceros Beetle Host Material Risk Reduction Program, hereafter referred to as the "Program".

**Background:** *Oryctes rhinoceros*, the CRB, is a large scarab that is a major pest to palms outside of its natural range of Southeast Asia. Adult beetles bore into the crowns of coconut and other palms to feed on sap. This adult feeding is the primary source of damage and impact of CRB. Larval stages typically feed on decaying plant matter with a strong preference for dead coconut palms or any decaying vegetation. Occasionally, under high CRB densities, larval stages will be found in the crowns of unmanicured living palm trees that have accumulated a large mass of decaying leaf material in the crown of the palm. Unrestricted movement of CRB Host Material is recognized as an important pathway for the spread of CRB from infested areas to new locations. The Program is a cooperative effort between public entities responsible for mitigating the spread of CRB from infested areas on Hawaii Island to new locations within Hawaii Island and other islands within the State.

**Definitions:** As used in this document:

- "Biochar Production" means heating biomass in an oxygen-limited environment with heat sufficient that the material is converted to a stable, charcoal-like substance. Output material is considered treated only if all material reaches the temperatures required to produce biochar.
- "Canine Survey" means a survey conducted by a trained CRB detection canine team that includes a pre-survey to mark search areas, the survey where the canines are escorted through the marked search areas, and a post-survey where the field crew follows up on responses the canines expressed during the survey to determine the presence or absence of CRB.
- "Chipping" means using a woodchipper to process plant matter to achieve a reduced particle size material.
- "Completely Processed" means CRB Host Material that has been subjected to a Heat Treatment or Fumigation that eliminates all life stages of CRB.
- "Compliance Agreement" means this Compliance Agreement.
- "Compliant" means having a valid Compliance Agreement with HDAB and actively following the procedures and protocols outlined in the Compliance Agreement.
- "Compost" means a relatively stable, decomposed, organic, humus-like material that is suitable for landscaping or soil amendment purposes.
- "CRB Host Material" means the host material of the coconut rhinoceros beetle; and

(A) Includes bare root CRB host palms, other live plants of any size if there is any organic material attached to the roots, such as potted plants or sod; and decomposing plant material, such as mulch, trimmings, wood or tree chips, stumps, compost, plant propagation media, including commercially bagged plant propagation media, and other items comprised of or containing decomposing plant material such as landscaping material or erosion control socks, and

(B) Does not include:

- (i) Plant products intended for consumption, such as coconuts, fruits, nuts, edible leaves, leaves used for cooking, and spices;
- (ii) Plant products preserved from decay by treatment or use, such as lumber, woven hats, dried and painted coconuts, wooden posts, wood carvings, and firewood;
- (iii) Seeds for planting;
- (iv) Cut flowers and foliage for decoration, such as lei, floral bouquets, or arrangements;
- (v) Rock, coral, sand, and gravel not mixed with any material described in paragraph (A);
- (vi) Live bare rooted plants that are not CRB host palms, including propagative cuttings; and
- (vii) Tissue cultured or other micropropagated live plants in sterile media.

The term CRB Host Material applies regardless of whether the material has CRB in any life stages or is devoid.

- "CRB Host Palms" means live palm plants in any palm genera. This does not include unsprouted seeds.
- "Designated Collection Bin" means a bin that is placed within the infested area and maintained by a person operating under a compliance agreement for the purpose of collecting CRB host material for processing at a CRB host material processing center within the infested area that is operating under a compliance agreement.
- "Facility" means all contiguous land including buffer zones and structures, and improvements on the land used for the handling of solid waste.
- "Full Turn Over" means a survey method in which the entire pile is thoroughly searched for the presence of CRB at any life stage.
- "Fumigation" means treatment with an approved fumigant (such as sulfuryl fluoride) pursuant to methods recommended by the Department and applied in accordance with the product label. If a fumigation is used, a certificate of treatment issued by a licensed pesticides applicator shall be maintained and be made available upon request.
- "Grinding" means using a tub grinder or horizontal grinder to process plant matter to achieve a reduced particle size material.
- "Heat Treatment" means a method, including but not limited to hot composting in which microbial activity brings the average temperature at the core of the material to at least 131° Fahrenheit (55° Celsius) for at least 72 hours or steam heat treatment that brings the temperature at the core to at least 131° Fahrenheit (55° Celsius) for at least 1 hour.

- “Incineration” means a process by which waste undergoes complete combustion and becomes carbonized or mineralized sterile ash under a permit, if required, issued pursuant to air pollution and solid waste management rules.
- “Infested Area” means the infested area of Hawaii Island as set out in the interim rule.
- “Mulch” means plant matter that has been chipped, ground, or shredded and is intended to be used as a protective covering for establishing a vegetative landscape that is spread or left on the ground to reduce evaporation, maintain even soil temperature, reduce erosion, control weeds, or enrich the soil.
- “Process” or “Processing” means an operation to convert solid waste into a useful product or to prepare it for disposal.
- “Processing Center” means a Compliant waste-handling facility performing Processing of CRB host material.
- “Program Officer” means an employee of HDAB or their designated representative who is authorized to enter into a Compliance Agreement with a Participant.
- “Provisional Compliance Agreement” means a Compliance Agreement with additional requirements as approved by the Program Officer. Participants shall be placed on Provisional Compliance Agreements if they violate any terms of the Compliance Agreement. The additional requirements may vary based on the circumstances and scope of the violation.
- “Receiver” means an entity that knowingly accepts deliveries of CRB Host Material, to include CRB Host Material activities of a “Transfer station” as defined below.
- “Spill” means any unexpected, unintended, or uncontrolled movement, loss, or other discharge of CRB Host Material or CRB Host Palms during Transport (eg., materials are not able to be delivered to the intended location but are redirected to an alternate location).
- “Spot Check” means a Program-approved survey method where piles of CRB Host Material are surveyed for CRB breeding site suitability and the presence of CRB at any life stage.
- “Stockpiling” means the act of staging CRB Host Material, such as in a pile, accessible to CRB.
- “Transfer station” means a permanent, fixed supplemental collection and transportation facility, used by persons and route collection vehicles to deposit collected solid waste from off-site into a larger transfer vehicle for Transport to a solid waste handling Facility. Transfer stations may also include recycling activities.\*
- “Transport” means the movement of CRB Host Material out of a single Tax Map Key (TMK) parcel.

[\* definition from Department of Health (DOH)]

**Compliant Participants:** A list of Compliant participants including, but not limited to: landscapers, Transporter/haulers, contractors, contracting entities, Processing facilities, and nurseries is maintained by the Program.

**Points of Contacts:**

- BIISC Response general line – email [biisc@hawaii.edu](mailto:biisc@hawaii.edu) or call the general line (808) 933-3340
  - CRB hotline for reporting (808) 731-9232 (text receptive)
- CRB Response Team Oahu (808) 679-5244 or [info@crbhawaii.org](mailto:info@crbhawaii.org)
- HDAB Plant Quarantine Branch
  - Oahu Office: (808) 832-0566 or [dab.pqreportapest@hawaii.gov](mailto:dab.pqreportapest@hawaii.gov)
  - Hilo Office: (808) 974-4140 or [dab.pqhilo@hawaii.gov](mailto:dab.pqhilo@hawaii.gov)

**Section 1: General Requirements for All Participants**

The Participant shall comply with all requirements of this section.

**Training:**

1. Prior to execution of a Compliance Agreement, all Participant staff who Transport; prepare, plan or direct Transport; or facilitate receipt or Processing of CRB Host Material, must be trained by the Program.
2. Participants must contact BIISC to schedule and complete the training for all staff listed above.
3. The training will consist of a presentation outlining the current status of the CRB infestation in Hawaii, risks posed by CRB, Compliance Agreement procedures and requirements, identification of all life stages of CRB, and identification of CRB damage to plants. It will take approximately one hour, excluding questions from trainees. Contact BIISC at (808) 933-3340 or [biisc@hawaii.edu](mailto:biisc@hawaii.edu) for training arrangements.
4. Once the Participant has a valid Compliance Agreement, for the addition of any new staff who fall into the categories listed in paragraph 1 above, the Participant should contact and schedule training with BIISC within 30 days of the start date to arrange for training.
5. A list of trained staff will be collected during the training and maintained by the Program.

**Reporting:** The Participant must immediately report any detection of suspected CRB specimens or suspected signs of CRB damage to BIISC at (808) 731-9232 or [biisc@hawaii.edu](mailto:biisc@hawaii.edu). Include photos in text/email if possible.

1. In the event a suspected CRB specimen is found, it must be collected and held for retrieval and identification by the Program. Live specimens must be placed in a sealed container with a lid (no plastic bags). If a plastic container is used, it must be 2 mm or thicker gauge plastic. Specimens can be placed in a freezer if available.
2. Spill Notification: Notify the Program of a CRB Host Material Spill as soon as possible, but no later than 24 hours after a Spill.

**Access, Inspection and Monitoring:** The Participant shall provide the Program Officer access to locations, facilities, and vehicles associated with the Transport, Processing, maintenance or storage of CRB Host Materials, including locations and facilities where CRB Host Material is sold.

1. Access to conduct inspections of: CRB Host Materials; areas where CRB Host Material is grown, staged, stored, loaded, unloaded, or otherwise processed; vehicles used to Transport CRB Host Material, including the areas where they are stored; and any Processing machinery for CRB Host Material including the areas where the machinery is used or stored. The Program Officer will schedule routine inspections and monitoring with the Participant at least every six (6) months, but reserves the right to conduct random, unannounced inspections on a periodic basis.
2. Access during the Participant's normal working hours for installation, maintenance, and checks of CRB traps (panel or barrel). Once CRB traps are installed, they shall not be accessed, disturbed, or moved without prior notification and approval from the Program Officer except in case of emergency.
3. The Participant shall inspect all Mulch and Compost at least every thirty (30) days for signs of CRB infestation. Inspection shall include a Full Turn Over or Spot Check and may include a Canine Survey provided by the Program, subject to availability and pre-arrangement.

**CRB Detections:** If CRB are detected within CRB Host Materials:

1. If the Program Officer determines a treatment program and corrective action are appropriate, the Participant shall fully cooperate with the Program to develop and implement a treatment program and take corrective action to eliminate all CRB.
2. If the Participant is unable or unwilling to implement a treatment program and corrective action, the participant will be considered non-compliant. See Section 7 for details of noncompliance.

**Compliance with other laws:** The Participant shall maintain current required permits and certificates for business, including those issued by the Hawaii Department of Health, Hawaii Department of Transportation, Hawaii Department of Commerce and Consumer Affairs, and HDAB.

## **Section 2: Transport of CRB Host Palms from or within the Infested Area**

The Participant shall comply with all requirements of this section when transporting or preparing, including through sale, to Transport CRB Host Palms from or within the Infested Area.

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CRB Host Palms may harbor CRB, and their Transport may spread CRB to new areas within and outside of the Infested Area. To minimize the risk of CRB being transported with CRB Host Palms:

1. All CRB Host Palms shall be inspected by Program-trained Participant staff no more than 24 hours prior to transportation from or within the Infested Area.
2. The participant shall maintain a written record of all inspections conducted.
3. Program-trained Participant staff shall ensure the following :
  - a. CRB Host Palms shall not be transported if any life stage of CRB is detected on or in the palm or material moving with the palm (e.g., soil or containers) unless treated as described in c.
  - b. CRB Host Palms shall not be transported if bearing any sign of damage by CRB. Damaged material (e.g. spear, heart, or meristem tissue) shall not be removed, unless treated as described in c.
  - c. Transport of CRB Host Palms detected with CRB or CRB damage may occur if one of the following occurs:
    - i. Subjected to a treatment approved by the Program Officer in writing that would eliminate all life stages of CRB; or
    - ii. Under safeguards for destruction of infested materials, as approved by the Program Officer in writing.
  - d. If an effective treatment is developed and approved by the Department, the Participant shall use such treatment or protocol.
4. Program-trained Participant staff shall inspect the following parts of the CRB Host Palm prior to transportation:
  - a. Root Zone:
    - i. For CRB host palms dug from the ground or placed in a pot or other container within the last 30 days, all external surfaces of the root ball and associated soil or potting medium shall be visually inspected for the presence of any life stage of CRB.
    - ii. For CRB host palms growing in a pot or other container for more than 30 days and will be transported in that container, the CRB Host Palm shall either:
      - I. Be removed from the pot and examined as in paragraph 1 above; or
      - II. The container and root ball shall be completely submerged in water for at least 1 hour then the upper surface of the potting medium shall be inspected for the presence of any life stage of CRB.
  - b. Trunk:
    - i. The trunk shall be visually inspected for holes and rot.
    - ii. The entirety of each hole in the trunk will be inspected for any presence of CRB.
    - iii. All rotting parts of the trunk shall be removed and inspected for CRB

- c. Crown:
  - i. Each frond will be visually inspected for the presence of CRB damage, including V-cuts and boreholes.
  - ii. The entire length of the spear (the youngest, unopened frond) will be inspected for CRB boring damage.
- 5. CRB Host Palms shall be transported from the origin to the destination within 24 hours of inspection.

### **Section 3: Transport of CRB Host Material, except CRB Host Palms and Other Live Plants, from or within the Infested Area**

The Participant shall comply with all requirements of this section when Transporting, or preparing to Transport including through sale, CRB Host Material, except CRB Host Palms and other live plants with organic matter attached to the roots, from or within the Infested Area.

This section covers the transportation of the following: decomposing plant material, such as mulch, trimmings, wood or tree chips, stumps, compost, plant propagation media, including commercially bagged plant propagation media, and other items comprised of or containing decomposing plant material such as landscaping material or erosion control socks. To minimize the risk of CRB being transported with CRB Host Material:

1. Participant shall ensure that CRB Host Materials specifically listed in this section shall not be Transported unless meeting one of the criteria below:
  - a. The CRB Host Material was removed from a living plant within the last 30 days.
  - b. The CRB Host Material has been subjected to a treatment that eradicates all life stages of CRB within 24 hours prior to Transport. Suitable treatments are one of the following:
    - i. The CRB Host Material has been subject to Heat Treatment.
    - ii. The CRB Host Material has been processed by Chipping or Grinding.
    - iii. The CRB Host Material has been subject to fumigation.
  - c. The CRB Host Material has been continuously stored within a container that:
    - i. Has no gaps or holes larger than ½ inch when sealed;
    - ii. Is composed of material that is impenetrable by CRB adults. Fabric, tarps, and erosion socks are examples of materials/containers NOT approved for storage;
    - iii. Has been sealed from sunset to sunrise (overnight) while any CRB Host Material has been stored within it and;
    - iv. Either 1a. or 1b. above was met immediately prior to adding the CRB Host Material to the container.
  - d. Imported commercially bagged plant propagation media and commercially bagged mulch that does not meet the requirements of a., b., or c. above may be Transported, or prepared for Transport including through sale, if it is:

- i. Inspected by Program-trained Participant staff to ensure all bags are completely intact in the original packaging with no holes, tears, or rips that could allow or indicate CRB infiltration, and a written record of inspections shall be maintained on an on-going basis; and
  - ii. Stored from sunset to sunrise indoors or in a container described in c. above.
- e. The CRB Host Material is being directly delivered to a Compliant Processing Center or a Designated Collection Bin.
- f. The CRB Host Material was incinerated or subject to biochar production. The resulting ash or biochar is not a CRB Host Material.

**Trailer and Vehicle Cleaning:** After unloading of all CRB Host Material, the container and/or vehicle used to contain transported CRB Host Material shall have all remaining debris removed. The container and/or vehicle shall be visually inspected by the transporter for CRB prior to departure from the compliant receiving Facility.

#### **Section 4: Movement of Live Plants, Other than CRB Host Palms, from and within the Infested Area**

The Participant shall comply with all requirements of this section when transporting or selling live plants other than CRB Host Palms within the Infested Area or that will be transported from the Infested Area.

Live plants with organic material attached to their roots may harbor CRB, and the transportation or sale (including donation, barter, or give aways to the public) could spread CRB. Different types of sales and their associated transport present different risks of spreading CRB to new areas. To minimize the risk of CRB being transported with/in live plants with organic material attached to their roots:

1. Participants that sell live plants with organic material attached to their roots on a retail basis to the final consumer shall:
  - a. Have all potted plants inspected by Program-trained Participant staff, using Program approved procedures, and a written record of inspections shall be maintained on an on-going basis using Program recommended procedures.
  - b. Post Program-approved educational signage on the detection and risks of CRB; and
  - c. Provide purchasers of their potted plants with Program-approved educational materials related to CRB detection, inspection, and risks.
  - d. If an effective treatment is developed and approved by the Department, the Participant shall use such treatment or protocol.
2. Participants that sell wholesale or otherwise provide live plants with organic material attached to their roots to a person who is not the final consumer shall:

- a. Have all such plants inspected by Program-trained Participant staff, using Program approved procedures, and a written record of inspections shall be maintained on an on-going basis.
  - b. For such plants that will be transported outside the Infested Area, work with the Program Officer to develop protocols including Canine Surveys, submersion treatments, or other appropriate actions to prevent the movement of CRB along with the plants.
3. Program-trained Participant staff shall ensure that the following requirements are met:
- a. Live plants with organic material attached to the roots shall not be transported if any life stage of CRB is detected on or in the plant or material moving with the plant (e.g., soil or containers) unless treated as described in c.
  - b. Live plants with organic material attached to the roots bearing any sign of CRB damages shall not be transported unless treated as described in c.
  - c. Live plants with organic material attached to the roots detected with CRB or bearing any sign of CRB damage may be transported if:
    - i. Subjected to a treatment approved by The Program Officer in writing that would eliminate all life stages of CRB; or
    - ii. Under safeguards for destruction of infested materials, as approved by The Program Officer in writing.
  - d. Live plants with organic material attached to the roots shall be transported from the origin to the destination within 48 hours of inspection.
  - e. If a new Program-approved treatment for such plants is developed, plants prohibited from movement under a. or b. above may be moved if subjected to that treatment.

### **Section 5: CRB Host Material Receiver, Processing Center, or Designated Collection Bin Manager**

The Participant shall comply with all requirements of this section when operating a Receiver, Processing Center, or is a Designated Collection Bin Manager for CRB Host Material within the Infested Area. This section does not apply to CRB Host Palms or live plants with organic material attached to their roots.

CRB Host Material may be breeding material for CRB. Receivers or Processing Centers that contain CRB Host Material may facilitate the spread of CRB to new areas. To minimize the risk of CRB being transported to a Receiver or Processing Center, each Participant that is a Receiver (other than receiving at a Designated Collection Bin), or operating a Processing Center that receives or processes CRB Host Material from within the Infested Area shall comply with the following:

1. Transporter/Hauler Verification:

- a. The Processing Center shall only accept CRB Host Material from an Infested Area from a transporter or hauler operating under a valid Compliance Agreement;
  - b. Before acceptance of CRB Host Material, the Processing Center must verify that the transporter/hauler has a valid Compliance Agreement using information provided by the Program.; and
  - c. Noncommercial loads that are smaller than 3 cubic yards are exempted from transporter/hauler verification.
2. Processing:
- a. All received CRB Host Material must be subjected to Chipping, Grinding, Fumigation, Heat Treatment, Incineration, or Biochar Production within 72 hours of delivery to the Receiver or Processing Center.
  - b. Once CRB Host Material has reached the temperature and duration requirements for Heat Treatment or is subjected to Fumigation, it is considered Completely Processed. Once material is completely incinerated or subjected to biochar production, it is no longer CRB Host Material. Temperature logs may be verified to ensure compliance.
  - c. CRB Host Material is prohibited from leaving the Processing Center until it is Completely Processed.
  - d. Any CRB Host Material stockpiled for more than 30 days shall be subjected to inspection and mitigation as directed by the Program Officer.
  - e. Material to be Transported is subject to Section 3.

The use of Designated Collection Bins is intended to allow Participants to collect CRB Host Material in a manner that will decrease the spread of CRB. Participants that place, manage, maintain, transport, or otherwise manage a Designated Collection Bin shall comply with the following:

1. The Participant shall coordinate with the Program Officer to determine placement and schedule removal of each Designated Collection Bin.
2. Designated Collection Bins shall be transported directly to a Processing Center within the Infested Area that is operating under a Compliance Agreement.

### **Section 6: Contracting Entities for Work with CRB Host Material**

Under HDAB Plant Quarantine Interim Rule 26-\_\_ and similar rules and section 141-1, HRS, businesses, municipalities, organizations, agencies, departments, or authorities who hire contractors for work with CRB Host Material shall hire contractors with valid Compliance Agreements. Contracting entities who knowingly finance, allow, or enable the unlawful movement of CRB Host Material may be subject to any or all penalties set out in Section 7, "Fee Schedule and Non-Compliance."

Examples of contracted work with CRB Host Material that requires a compliant contractor:

- Removal of a dead tree. Both the tree trimmer and Processing Site shall be compliant.
- Groundskeeping, landscape maintenance, and tree trimming contractors and Processing Sites shall be compliant.
- Paid or unpaid Transport of unprocessed CRB Host Material.

If you plan to use a contractor who does not have a valid Compliance Agreement, direct them to contact the Program to establish an agreement before the initiation of work.

### **Section 7: Fee Schedule and Non-Compliance**

**Inspection Fees:** Fees for inspections carried out by HDAB staff under this Compliance Agreement:

1. For any required inspection, the fee is \$50 per hour; and
2. Roundtrip mileage reimbursement from the HDAB office to the inspection site charged at the Federally allowable mileage reimbursement rate.

**Non-Compliance:** A Participant who fails to comply with any part of this Compliance Agreement may be subject to any or all the following:

1. Participation in Program-led retraining of all Participant staff directly and indirectly involved with CRB Host Materials;
2. Change to Provisional Compliance Agreement status;
3. Cancellation of the Compliance Agreement; and
4. Civil and/or criminal penalties pursuant to section 150A-14, HRS and/or interim rule 26-\_\_\_\_.

Depending on the circumstances (i.e. self-reported, type, frequency, egregiousness/negligence, etc.) of the infraction(s), the Program Officer shall determine the appropriate corrective action. In certain limited circumstances, the Program Officer has the authority to waive penalties on a case-by-case basis.

**Retraining:** The Participant shall complete the retraining for all pertinent staff within two weeks of a written notification. The timeframe may be extended if approved by the Program Officer in writing.

**Provisional Compliance Agreement:** The Participant shall:

1. Complete retraining for all pertinent staff within two weeks unless otherwise approved by the Program Officer in writing;

2. Work with the Program to develop and implement appropriate corrective actions for all violations, including written policies and procedures to prevent recurrence; and
3. Have the appropriate locations, facilities, and vehicles re-inspected.

The corrective actions and reinspection shall be completed within a timeframe approved by the Program Officer in writing. During the provisional period, the Participant is allowed to Transport and/or receive CRB Host Materials and CRB Host Palms, unless otherwise notified by the Program Officer in writing. Failure to complete retraining, develop and/or implement corrective action(s) or allow reinspection(s) within the Program-approved timeframe will result in an immediate cancellation of the Compliance Agreement.

**Cancellation:** A Compliance Agreement shall be cancelled and considered invalid upon written notification from the Program Officer to the Participant. In the event of Compliance Agreement cancellation, all CRB Host Material and/or CRB Host Palms shall not be transported by or accepted from the Participant. Additionally, all CRB host Material and/or CRB host palms may be moved, seized, treated, quarantined and/or destroyed at the discretion of the Program Officer. Any expense or loss in connection therewith shall be borne by the Participant. Destruction or treatment of noncompliant material must happen and may include the Administrative warrant process to enforce.

If the Compliance Agreement is canceled under this section, the Participant may reapply for a new Compliance Agreement after providing the Program Officer with evidence that all prior incidents of non-compliance have been corrected and documenting policies and procedures to ensure future adherence to the Compliance Agreement. In addition to the reapplication, the Participant must also retrain all pertinent staff and have the appropriate locations, facilities, and vehicles, as appropriate, reinspected. In this instance, the Program Officer has the discretion to require additional terms and conditions to ensure compliance. HDAB may then approve the issuance of a new Compliance Agreement if the Participant is able to demonstrate the ability to comply with requirements of the Compliance Agreement, including the terms and conditions set by the Program Officer, if applicable, to maintain compliance with the Compliance Agreement.

**Civil and Criminal Penalties:** All violations that involve civil and/or criminal sanctions, including, but not limited to knowingly moving/transporting CRB infested materials without Program authorization; or collecting, intentionally harboring, or breeding CRB, may be referred to the Department of the Attorney General for further investigation, in accordance with HRS 150A-14.

**Prohibition on Transfer of Compliance Agreement:** The Participant is prohibited from transferring this Compliance Agreement, including any duties, authorities or responsibilities held under the Compliance Agreement, to any other person, party, or entity.

**Compliance Agreement:**

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By signing this Compliance Agreement, the Participant understands and agrees to comply with all requirements herein. The Participant shall self-execute all applicable requirements within this Compliance Agreement and may be subject to any or all of the penalties listed above for failure to comply with any of the requirements listed in this Compliance Agreement.

This Compliance Agreement becomes effective upon completion of Participant staff training, completion of an initial site inspection, and assignment of a Compliance Agreement number. The Compliance Agreement shall remain in effect until the Compliance Agreement Expiration Date below unless canceled by either party in writing on 30 days' notice to the other at the address of the other party appearing above, or unless unilaterally suspended or canceled by the Program Officer as provided in this Compliance Agreement.

The Participant assumes all liability, if any, arising from, or associated with, the manner in which the Participant sells, handles, and/or distributes any CRB Host Material.

\_\_\_\_\_  
Authorized Participant Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Typed or Printed Name

\_\_\_\_\_  
Title

.....  
FOR PROGRAM USE ONLY  
.....

Compliance Agreement Number: \_\_\_\_\_

Compliance Agreement Expiration Date: \_\_\_\_\_

\_\_\_\_\_  
Program Officer Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Typed or Printed Name

\_\_\_\_\_  
Title

.....

JOSH GREEN, M.D.  
Governor

SYLVIA LUKE  
Lt. Governor



State of Hawai'i  
DEPARTMENT OF AGRICULTURE & BIOSECURITY  
KA 'OIHANA MAHI'AI A KIA'I MEAOA  
1428 South King Street  
Honolulu, Hawai'i 96814-2512  
Phone: (808) 973-9560 FAX: (808) 973-9613

ATTACHMENT 1  
SHARON HURD  
Chairperson  
Board of Agriculture & Biosecurity

DEAN M. MATSUKAWA  
Deputy to the Chairperson

## HAWAII DEPARTMENT OF AGRICULTURE AND BIOSECURITY

### PLANT QUARANTINE INTERIM RULE 26-1

**Regulates by Permit or Compliance Agreement Issued by the Department: (1) the Transport of All Genera of Live Palm Plants; Potted Plants of Any Size With Organic Material Attached to Roots; Decomposing Plant Material Such as Compost, Wood, Tree Chips, and Mulch; Plant Propagation Media; and Other Items Comprised of Decomposing Organic Plant Material Such as Landscaping Material or Erosion Control Socks From the Designated CRB Infested Area on Hawaii Island; and**

**(2) The Transport of All Genera of Live Palm Plants; Potted Plants of Any Size; Decomposing Plant Material Such as Compost, Wood, Tree Chips, and Mulch; Plant Propagation Media; and Other Items Comprised of Decomposing Organic Plant Material Such as Landscaping Material or Erosion Control Socks the Within the Designated CRB Infested Area on Hawaii Island.**

Under the authority of section 150A-9.5, Hawaii Revised Statutes (HRS), the Hawaii Department of Agriculture and Biosecurity (Department) hereby establishes this interim rule to: regulate the transport of coconut rhinoceros beetle (CRB) host material which includes all genera of live palm plants, potted plants of any size with organic material attached to roots, decomposing plant material such as compost, wood, tree chips, and mulch, plant propagation media and other items comprised of decomposing organic plant material such as landscaping material or erosion control socks from the designated CRB infested area on Hawaii Island to other areas in the State; and regulates the transport, receipt, processing, sale, barter, donation or otherwise giving away of CRB host material within a CRB infested area on Hawaii Island, to curb the spread of CRB, *Oryctes rhinoceros*, on Hawaii Island. The designated CRB infested area on Hawaii Island is the geographic area within Waikōloa Road, Māmalahoa



Highway (Highway 190), Palani Road in Kailua-Kona, and along the coastline from Palani Road to Waikōloa Road, as shown in Figure 1.

As used in this interim rule:

- (1) "Compliance agreement" means a written agreement between the Department and a person who carries out commercial activities that includes any terms or conditions the Department determines will slow or prevent the spread of CRB. A compliance agreement between the Department and a person is a permit issued by the Department to that person for the purposes of section 150A-8, HRS.
- (2) "Person" means an individual, corporation, firm, association, society, community, assembly, or inhabitant of a district or neighborhood, known or unknown, and the public generally. "Person" includes a government and any of its agencies, instrumentalities, or subdivisions.
- (3) "Transport" means movement of CRB host material out of a single Tax Map Key (TMK) parcel.

No person may transport CRB host material from a CRB infested area on Hawaii Island to any other area within the State; or transport, receive, process, sell, barter, donate or otherwise give away CRB host material within a CRB infested area on Hawaii Island, except under the following circumstances:

- (1) For official purposes by the Department;
- (2) Pursuant to a permit issued by the Department for the purposes of CRB monitoring, control, eradication, scientific, or educational purposes at a site inspected and approved by the Department prior to transport;
- (3) Pursuant to a permit issued by the Department for noncommercial activities involving more than three (3) cubic yards, subject to Department approved treatment or mitigation; or
- (4) Pursuant to a compliance agreement issued by the Department for commercial activities;

In addition to any other requirements, any transportation of CRB host material from or within a CRB infested area may be subject to inspection, mitigation, and decontamination measures by the Department.

This interim rule does not impose additional restrictions on the transport of the following: live bare-rooted non-palm plants, including cuttings; tissue cultured or other micropropagated plants in sterile media; plant products intended for consumption, such as coconuts, fruits, nuts, edible leaves, leaves used for cooking, and spices; plant products preserved from decay by treatment or use, such as lumber, woven hats, dried and painted coconuts, wooden posts, wood carvings, and firewood; seeds for planting, including unsprouted seeds of any palm genera; cut flowers and foliage for decoration, such as lei, floral bouquets, or arrangements; rock, coral, sand, and gravel not mixed with any CRB host materials; noncommercial transport of CRB host material less than three cubic yards within a CRB infested area directly to a CRB host material processing center under a valid compliance agreement within that infested area; and CRB host material originating from, or within, a CRB infested area if sold by a person operating under a valid compliance agreement.

Any person who violates this interim rule shall be guilty of a misdemeanor and fined not less than \$100. The provisions of HRS section 706-640 notwithstanding, the maximum fine shall be \$10,000. For a subsequent offense committed within five years of a prior conviction, the person shall be responsible for clean-up and decontamination fees to remove contaminated material and to fully eradicate any CRB that have been caused by their violation of not following this interim rule and shall be fined not less than \$500 and not more than \$25,000. Each day of violation shall be considered a separate offense.

If any provision of this interim rule is declared unconstitutional, or the applicability

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thereof to any person or circumstance is held invalid, the constitutionality, validity, and reasonableness of the remainder of this interim rule and applicability thereof to other persons and circumstances shall not be affected.

This interim rule shall become effective on \_\_\_\_\_, 2026, and is valid for no longer than one year from its inception.

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Sharon Hurd, Chairperson  
Board of Agriculture and Biosecurity

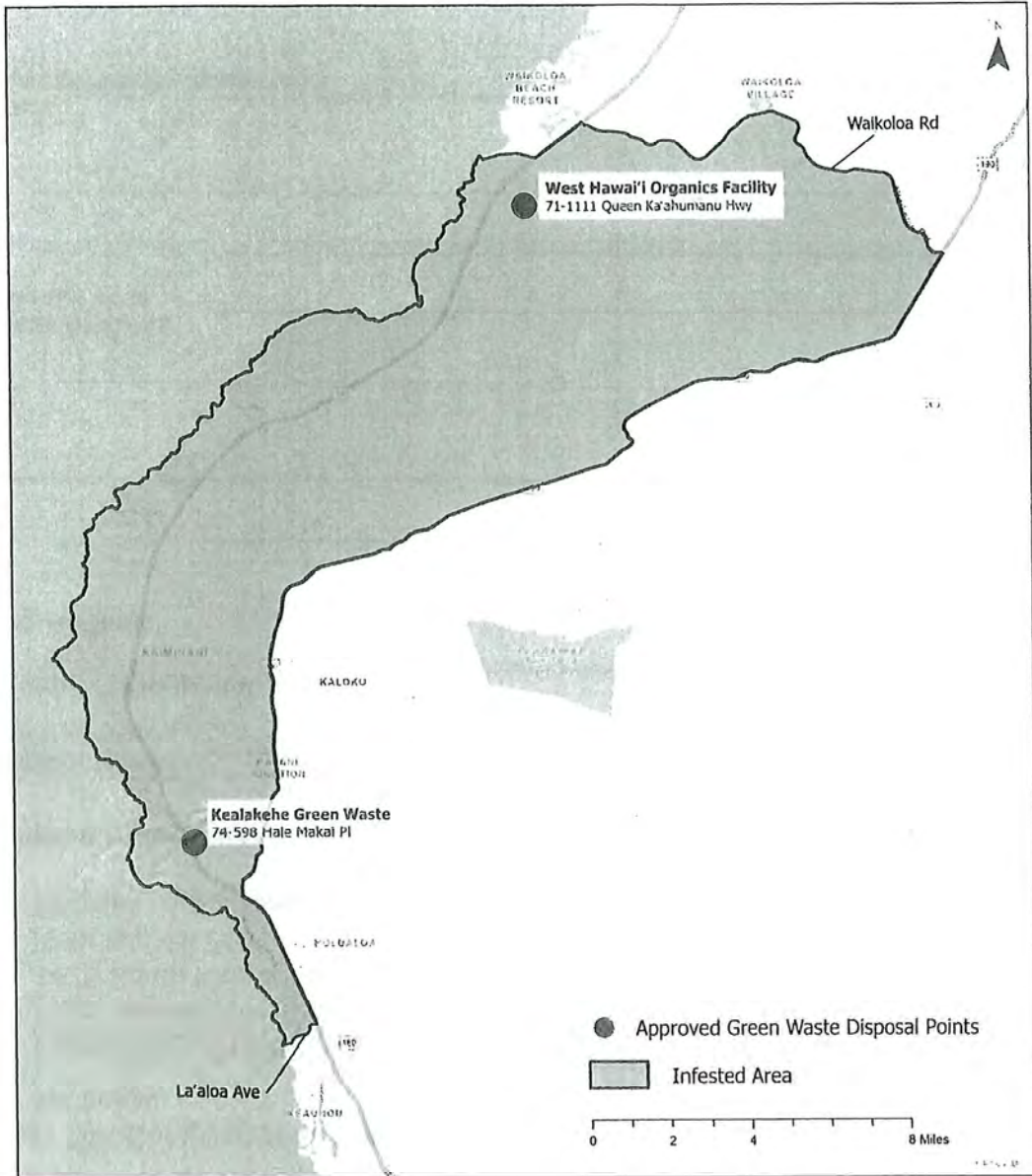


Figure 1. CRB Infested Area

## Draft Compliance Agreement to Reduce the Risk of Spreading Coconut Rhinoceros Beetle

**Authority:** This Compliance Agreement is made pursuant to the authority of Hawaii Department of Agriculture and Biosecurity (HDAB) Plant Quarantine Interim Rule 26-1 and sections 141-1 and 150A-9.5, Hawaii Revised Statutes (HRS).

**Purpose:** The purpose of this Compliance Agreement is to provide guidance and protocols for the proper transport, movement, processing, and disposal of Coconut Rhinoceros Beetle (CRB) host material and CRB host palms in the Infested Area to prevent the spread of the CRB to other areas in the State that are not known to be infested with CRB.

**Parties:** This Compliance Agreement is made between the HDAB and the Participant, as set out below:

Hawaii Department of Agriculture and Biosecurity  
Plant Industry Division  
1428 South King Street  
Honolulu, HI 96814  
Contact: *Administrator of the Plant Industry Division*

### Participant Information (the "Participant"):

Participant Name: \_\_\_\_\_  
(Company or Individual)

Participant Representative: \_\_\_\_\_

Mailing Address: \_\_\_\_\_  
\_\_\_\_\_

City: \_\_\_\_\_ Zip: \_\_\_\_\_

Email: \_\_\_\_\_ Phone: \_\_\_\_\_

Physical Address: \_\_\_\_\_  
(If different from above)  
\_\_\_\_\_

City: \_\_\_\_\_ Zip: \_\_\_\_\_

Contact: \_\_\_\_\_  
(If different from Participant Representative)

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Type of activity conducted with CRB Host Material or CRB Host Palms (check all that apply):

- Transport
- Processing
- Import/Export
- Sale or wholesale
- Nursery activities
- Mulching or composting
- Other (please explain): \_\_\_\_\_

**Program:**

The HDAB and CRB Response with Big Island Invasive Species Committee (BIISC) cooperating as the Coconut Rhinoceros Beetle Host Material Risk Reduction Program, hereafter referred to as the "Program".

**Background:**

The coconut rhinoceros beetle, *Oryctes rhinoceros*, is a large scarab that is a major pest to palms outside of its natural range of Southeast Asia. Adult beetles bore into the crowns of coconut and other palms to feed on sap. This adult feeding is the primary source of damage and impact of CRB. Larval stages typically feed on decaying plant matter with a strong preference for dead coconut palms or any decaying vegetation. Occasionally, under high CRB densities, larval stages will be found in the crowns of unmanicured living palm trees that have accumulated a large mass of decaying leaf material in the crown of the palm. Unrestricted movement of CRB Host Material is recognized as an important pathway for the spread of CRB from infested areas to new locations. The Program is a cooperative effort between public entities responsible for mitigating the spread of CRB from infested areas on Hawaii Island to new locations within Hawaii Island and other islands within the State.

**Definitions:** As used in this document:

**"Biochar production"** means heating biomass in an oxygen-limited environment with heat sufficient that the material is converted to a stable, charcoal-like substance. Output material is considered treated only if all material reaches the temperatures required to produce biochar.

**"Canine Survey"** means a survey conducted by a trained CRB detection canine team that includes a pre-survey to mark search areas, the survey where the canines are escorted through the marked search areas, and a post-survey where the field crew follows up on responses the canines expressed during the survey to determine the presence or absence of CRB.

**"Chipping"** means using a woodchipper to process plant matter to achieve a reduced particle size material.

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**“Compliance Agreement”** means this Compliance Agreement.

**“Compliant”** means having a valid Compliance Agreement with HDAB and actively following the procedures and protocols outlined in the Compliance Agreement.

**“Compost”** means a relatively stable, decomposed, organic, humus-like material that is suitable for landscaping or soil amendment purposes.

**“CRB Host Material”** means the host material of the coconut rhinoceros beetle; and

(A) Includes bare root CRB host palms, other live plants of any size if there is any organic material attached to the roots, such as potted plants or sod; and decomposing plant material, such as mulch, trimmings, wood or tree chips, stumps, compost, plant propagation media, including commercially bagged plant propagation media, and other items comprised of or containing decomposing plant material such as landscaping material or erosion control socks, and

(B) Does not include:

- (i) Plant products intended for consumption, such as coconuts, fruits, nuts, edible leaves, leaves used for cooking, and spices;
- (ii) Plant products preserved from decay by treatment or use, such as lumber, woven hats, dried and painted coconuts, wooden posts, wood carvings, and firewood;
- (iii) Seeds for planting,
- (iv) Cut flowers and foliage for decoration, such as lei, floral bouquets, or arrangements;
- (v) Rock, coral, sand, and gravel not mixed with any material described in paragraph (A); and
- (vi) propagative plant cuttings, bare rooted plants, and tissue cultured or micropropagated plants in sterile media.

**“CRB Host Palms”** means live palm plants in any palm genera. This does not include unsprouted seeds.

**“Facility”** means all contiguous land including buffer zones and structures, and improvements on the land used for the handling of solid waste. \*

**“Full Turn Over”** means a survey method in which the entire pile is thoroughly searched for the presence of CRB at any life stage.

**“Grinding”** means using a tub grinder or horizontal grinder to process plant matter to achieve a reduced particle size material.

**“Heat Treatment”** means a method, including but not limited to hot composting in which microbial activity brings the average temperature at the core of the material to at least 131° Fahrenheit (55° Celsius) for at least 72 hours or steam heat treatment that brings the temperature at the core to at least 131° Fahrenheit (55° Celsius) for at least 1 hour

**“Incineration”** means a process by which waste undergoes complete combustion and becomes carbonized or mineralized sterile ash under a permit, if required, issued pursuant to air pollution and solid waste management rules.

**“infested Area”** means the infested area of Hawaii Island as set out in the interim rule.

**“Mulch”** means plant matter that has been chipped, ground, or shredded and is intended to be used as a protective covering for establishing a vegetative landscape that is spread or left on the ground to reduce evaporation, maintain even soil temperature, reduce erosion, control weeds, or enrich the soil.

**“Processing”** means an operation to convert green waste into a useful product or to prepare it for disposal.

**“Processing Center”** means a Compliant waste-handling facility performing Processing of CRB host material.

**“Program Officer”** means an employee of HDAB or their designated representative who is authorized to enter into a Compliance Agreement with a Participant.

**“Provisional Compliance Agreement”** means a Compliance Agreement with additional requirements as approved by the Program Officer. Participants shall be placed on Provisional Compliance Agreements if they violate any terms of the Compliance Agreement. The additional requirements may vary based on the circumstances and scope of the violation.

**“Receiver”** means an entity that knowingly accepts deliveries of CRB Host Material, to include CRB Host Material activities of a “Transfer station” as defined below.

**“Spill”** means any unexpected, unintended, or uncontrolled movement, loss, or other discharge of CRB Host Material or CRB Host Palms during Transport (e.g., materials are not able to be delivered to the intended location but are redirected to an alternate location).

**“Spot Check”** means a Program-approved survey method where piles of CRB Host Material are surveyed for CRB breeding site suitability and the presence of CRB at any life stage.

**“Stockpiling”** means the act of staging CRB Host Material, such as in a pile, accessible to CRB.

**“Transfer station”** means a permanent, fixed supplemental collection and transportation facility, used by persons and route collection vehicles to deposit collected solid waste from off-site into a larger transfer vehicle for Transport to a solid waste handling Facility. Transfer stations may also include recycling activities. \*

**“Transport”** means the movement of CRB Host Material out of a single Tax Map Key (TMK) parcel.

[\*definition from Department of Health (DOH)]

#### Compliant Participants:

A list of Compliant participants including, but not limited to landscapers, transporter/haulers, contractors, contracting entities, Processing facilities, and nurseries is maintained by the Program.

#### Points of Contacts:

- BIISC Response general line – (808) 933-3340 or CRB hotline (808) 731-9232 (text receptive) or email [biisc@hawaii.edu](mailto:biisc@hawaii.edu)

- CRB Response Team Oahu (808) 679-5244 or [info@crbhawaii.org](mailto:info@crbhawaii.org)
- HDAB Plant Quarantine Branch (PQB)
  - Oahu Office – (808) 832-0566 or [dab.pqreportapest@hawaii.gov](mailto:dab.pqreportapest@hawaii.gov)
  - Hilo Office - (808) 974-4140 or [dab.pqhilo@hawaii.gov](mailto:dab.pqhilo@hawaii.gov)

### **Section 1: General Requirements for All Participants**

The Participant shall comply with all requirements of this section.

#### **Training:**

1. Prior to execution of a Compliance Agreement, all Participant staff who transport; prepare, plan or direct transport; or facilitate receipt or Processing of CRB Host Material, must be trained by the Program.
2. The Participant must contact BIISC to schedule the training for all staff listed above.
3. The training will consist of a presentation outlining the current status of the CRB infestation in Hawaii, risks posed by CRB, Compliance Agreement procedures and requirements, identification of all life stages of CRB, and identification of CRB damage to plants. It will take approximately one hour, excluding questions from trainees. Contact the BIISC at (808) 933-3340 or [biisc@hawaii.edu](mailto:biisc@hawaii.edu) for training arrangements.
4. Once the Participant has a valid Compliance Agreement, for the addition of any new staff who fall into the categories listed in paragraph 1 above, the Participant should contact and schedule training with BIISC within 30 days of that staff's start date to arrange for training.
5. A list of trained staff will be collected during the training and maintained by the Program.

#### **Reporting:**

The Participant must immediately report any detection of suspected CRB specimens or suspected signs of CRB damage to BIISC at (808) 731-9232 or [biisc@hawaii.edu](mailto:biisc@hawaii.edu). Include photos in text/email if possible.

1. If a suspected CRB specimen is found, it must be collected and held for retrieval and identification by the Program. Place it into a sealed container with a lid and placed directly into a freezer. If a freezer is not readily available, the container used should be sturdy (i.e. metal, glass, or 2 mm or thicker gauge plastic) and have a secure lid. Plastic bags cannot be used.
2. Spill Notification: Notify BIISC or HDAB PQB of a CRB Host Material Spill as soon as possible, but no later than 24 hours after a Spill.

#### **Access, Inspection and Monitoring:**

The Participant shall provide HDAB access to locations, facilities, and vehicles associated with the Transport, Processing, maintenance or storage of CRB Host Materials, including locations and facilities where CRB Host Material is sold.

1. Access to conduct inspections of: CRB Host Materials; areas where CRB Host Material is grown, staged, stored, loaded, unloaded, or otherwise processed; vehicles used to Transport CRB Host Material, including the areas where they are stored; and any Processing machinery for CRB Host Material including the areas where the machinery is used or stored. HDAB reserves the right to conduct random, unannounced inspections on a periodic basis.
2. The Participant shall inspect all Mulch and Compost at least every four (4) months for signs of CRB infestation. Inspection shall include a Full Turn Over or Spot Check and may include a Canine Survey provided by the Program, subject to availability and pre-arrangement.

**CRB Detections:**

If CRB are detected within CRB Host Materials:

1. If the Program Officer determines a treatment program and corrective action are appropriate, the Participant shall fully cooperate with HDAB to develop and implement a treatment program and take corrective action to eliminate all CRB.
2. If the Participant is unable or unwilling to implement a treatment program and/or corrective action, the participant will be considered non-compliant.

**Compliance with other laws:**

It is the responsibility of the Participant to comply with all applicable business requirements of municipal, state, or federal law.

**Section 2: Transport of CRB Host Palms**

The Participant shall comply with all requirements of this section when transporting or preparing to transport CRB Host Palms from or within the Infested Area.

CRB Host Palms may harbor CRB, and their Transport may spread CRB to new areas within and outside of the Infested Area. To minimize the risk of CRB being transported with CRB Host Palms:

1. All CRB Host Palms shall be inspected by Program-trained participant staff no more than 24 hours prior to transportation from or within the Infested Area.
2. The participant shall maintain a written record of all inspections and treatments conducted.
3. CRB Host Palms shall be inspected as follows:
  - a. Root Zone:
    - i. For CRB Host Palms dug from the ground or placed in a pot or other container within the last 30 days, all external surfaces of the root ball and associated soil or potting medium shall be visually inspected for the presence of any life stage of CRB.

- ii. For CRB Host Palms growing in a pot or other container for more than 30 days and will be transported in that container, the CRB Host Palm shall either:
  - I. Be removed from the pot and inspected as in paragraph 1 above; or
  - II. The entire root ball shall be completely submerged in water for at least 1 hour then the upper surface of the potting medium shall be inspected for the presence of any life stage of CRB.
- b. Trunk:
  - i. The trunk shall be visually inspected for holes and rot.
  - ii. The entirety of each hole in the trunk shall be inspected for presence of CRB.
  - iii. All rotting parts of the trunk shall be removed and inspected for CRB.
- c. Crown:
  - i. Each frond in the crown shall be visually inspected for the presence of CRB damage, including V-cuts and boreholes.
  - ii. The entire length of the spear (the youngest, unopened frond) shall be inspected for CRB boring damage.
- 4. Transport of CRB Host Palms found with CRB:
  - a. CRB Host Palms shall not be transported if any life stage of CRB is detected on or in the palm or material moving with the palm (e.g., soil or containers), unless treated as described in c.
  - b. CRB Host Palms shall not be transported if bearing any sign of CRB damage. Damaged material (e.g. spear, heart, or meristem tissue) shall not be removed unless treated as described in c.
  - c. Transport of CRB Host Palms detected with CRB or CRB Host Palms showing signs of CRB damage may occur if:
    - i. Subjected to a treatment approved by the Program Officer in writing that would eliminate all life stages of CRB; or
    - ii. Under safeguards for destruction of infested materials, as approved by the Program Officer in writing.
- 5. CRB Host Palms found to be free of CRB or treated pursuant to step 4.c. shall be transported from origin to destination within 48 hours of inspection.
- 6. If an effective treatment or protocol for CRB host palms is developed, the Participant shall use such treatment or protocol.

**Section 3: Transport of CRB Host Materials, EXCEPT CRB Host Palms and Other Live Plants**

The Participant shall comply with all requirements of this section when Transporting, or preparing to Transport CRB Host Material, except CRB Host Palms and other live plants with organic material attached to the roots, from or within the Infested Area.

This section covers the transportation of the following: decomposing plant material, such as mulch, trimmings, wood or tree chips, stumps, compost, plant propagation media, including commercially bagged plant propagation media, and other items comprised of or containing decomposing plant material such as landscaping material or erosion control socks. To minimize the risk of CRB being transported with CRB Host Material:

1. Participant shall ensure that CRB Host Materials specifically listed in this section shall not be Transported unless meeting one of the criteria below:
  - a. The CRB Host Material was removed from a living plant within the last 30 days.
  - b. The CRB Host Material has been subjected to a treatment that eradicates all life stages of CRB within 24 hours prior to Transport. Suitable treatments are one of the following:
    - ii. The CRB Host Material has been subject to Heat Treatment.
    - iii. The CRB Host Material has been processed by Chipping or Grinding.
    - iv. The CRB Host Material has been treated with an approved treatment (such as sulfuryl fluoride) in accordance with the product label. A certificate of treatment issued by a licensed pesticides applicator shall be maintained and be made available upon request.
  - c. The CRB Host Material has been continuously stored within a container that:
    - i. Has no gaps or holes larger than ½ inch when sealed;
    - ii. Is composed of material that is impenetrable by CRB adults. Fabric, tarps, and erosion socks are examples of materials/containers NOT approved for storage;
    - iii. Has been continuously sealed from sunset to sunrise (overnight) while any CRB Host Material has been stored within it and;
    - iv. Either 1a. or 1b. above was met immediately prior to adding the CRB Host Material to the container.
  - d. Commercially bagged plant propagation media and commercially bagged mulch that does originate from the infested area and do not meet the requirements of a., b., or c. above may be Transported, or prepared for Transport including through sale, if it is:
    - i. Inspected by Program-trained Participant staff to ensure all bags are completely intact in the original packaging with no holes, tears, or rips that could allow or indicate CRB infiltration, and a written record of inspections shall be maintained on an on-going basis; and
    - ii. Stored from sunset to sunrise indoors or in a container described in c. above.

- e. The CRB Host Material is being directly delivered to a Compliant Processing Center.
2. Compost originating from the infested area that is not completely processed or subjected to an approved treatment shall not be moved from the Infested Area.

After Transport Cleaning: After unloading all CRB Host Material, but prior to departure from the compliant receiving facility, the Participant shall remove all remaining debris and visually inspect the container and/or vehicle used to transport the CRB Host Material.

#### **Section 4: Movement of Live Plants EXCEPT CRB Host Palms**

The Participant shall comply with all requirements of this section when transporting or selling live plants with organic material attached to their roots, except CRB Host Palms, within the Infested Area or for transport from the Infested Area.

The transportation or sale (including donation, distribution, barter, or otherwise give away) of live plants with organic material attached to their roots may harbor CRB could spread CRB. To minimize the risk of CRB being transported with/in live plants with organic material attached to their roots:

1. Participants that sell live plants with organic material attached to their roots on a retail basis to the final consumer shall:
  - a. Inspect and maintain plants on an on-going basis using Program recommended procedures by Program-trained Participant staff;
  - b. Create and maintain a written record of inspection;
  - c. Post Program-approved educational signage on the detection and risks of CRB;
  - d. Provide purchasers of plants with Program-approved CRB educational materials; and
  - e. Agree to implement newly developed treatments or protocols for CRB in live plants.
2. Participants who wholesale or otherwise provide live plants with organic material attached to their roots to a person who is not the final consumer shall:
  - a. Have all such plants routinely inspected by Program-trained Participant staff for CRB;
  - b. Create and maintain written record of inspection;
  - c. Ensure all plants are inspected by Program-trained Participant staff no more than 24 hours prior to transport; and
  - d. For such plants that will be transported outside the Infested Area, work with the Program Officer or designee to develop protocols including Canine Surveys, submersion treatments, or other appropriate actions to prevent or further minimize the movement of CRB.
3. Transport of live plants found with CRB;

- a. Live plants with organic material attached to the roots shall not be transported if any life stage of CRB is detected on or in the plant or material moving with the plant (e.g., soil or containers) unless treated as described in c.
- b. Live plants with organic material attached to the roots bearing any sign of CRB damage shall not be transported unless treated as described in c.
- c. Live plants with organic material attached to the roots detected with CRB or bearing any sign of CRB damage may be transported if:
  - i. Subjected to a treatment approved by the Program Officer in writing that would eliminate all life stages of CRB; or
  - ii. Under safeguards for destruction of infested materials, as approved by the Program Officer in writing.
- d. Live plants with organic material attached to the roots shall be transported from the origin to the destination within 48 hours of inspection.

### **Section 5: CRB Host Material Receiver or Processing Center**

The Participant shall comply with all requirements of this section when operating a Receiver or Processing Site for large volumes of CRB Host Material, such as green waste, within the Infested Area. *This section does not apply to CRB Host Palms or live plants with organic material attached to their roots.*

CRB Host Material may be breeding material for CRB. Receivers or Processing Centers that contain CRB Host Material may facilitate the spread of CRB to new areas. To minimize the risk of CRB being transported to, or spread by, a Receiver or Processing Center, each Participant that is a Receiver or operating a Processing Center within the Infested Area shall comply with the following:

1. Transporter Verification:
  - a. The Receiver or Processing Center shall only accept CRB Host Material from a transporter under a valid Compliance Agreement;
  - b. Before acceptance of CRB Host Material, the Processing Center must verify that the transporter/hauler has a valid Compliance Agreement using information provided by HDAB; and
  - c. Noncommercial loads that are smaller than 3 cubic yards are exempted from transporter/hauler verification.
2. Processing:
  - a. All received CRB Host Material must be subjected to Chipping, Grinding, heat treatment, or other approved treatment (i.e. incineration, biochar production, fumigation, etc.) within 72 hours of delivery to the Receiver or Processing Center.
  - b. The participant shall create and maintain temperature logs and may be verified to ensure compliance.

- c. CRB Host Material is prohibited from leaving the Receiver or Processing Center unless it complies with the requirements of Section 3.
- d. Stockpiling:
  - i. CRB Host Material that has been subjected to heat treatment or fumigation may be stockpiled for up to four (4) months;
  - ii. CRB Host Material stockpiled for more than four (4) months shall be subjected to inspection, including, but not limited to: Canine Survey, Full Turn Over, or Spot Check; and
  - iii. CRB Host Material found to be infested with CRB shall restart the Processing process.

### **Section 6: Contracting Entities for Work with CRB Host Material**

Businesses, municipalities, organizations, agencies, departments, or authorities who hire contractors for work with CRB Host Material should hire contractors with valid Compliance Agreements. Contracting entities who knowingly finance, allow, or enable the unlawful movement of CRB Host Material may be subject to any or all penalties set out in Section 7, "Fee Schedule and Non-Compliance."

Examples of contracted work with CRB Host Material that requires a compliant contractor:

- Removal of a dead tree. Both the tree trimmer and Processing Site shall be compliant.
- Groundskeeping, landscape maintenance, and tree trimming contractors and Processing Sites shall be compliant.
- Paid or unpaid Transport of unprocessed CRB Host Material.

CRB Host Material (excluding CRB Host Palms and plants with organic material attached to the roots) within the Infested Area shall be transported to a compliant Processing Site within 30 days in accordance with the requirements outlined in Section 1, General Requirements.

1. Contractors shall abide by all requirements of the Compliance Agreement relating to the proper disposal of all CRB Host Material generated through tree trimming, removal, mulching, composting, and sanitation pick-up.
2. All contracts led by the contracting entity involving CRB Host Material in the Infested Area shall include a clause requiring the contractor or subcontractor to have a valid Compliance Agreement with the Program. Documentation of the valid Compliance Agreement by the contractor or subcontractor must be provided and retained prior to any work being awarded.
3. If you plan to use a contractor who does not have a valid Compliance Agreement, direct them to contact a Program officer to establish an agreement before the initiation of work.

## **Section 7: Fee Schedule and Non-Compliance**

### **Inspection Fees:**

Costs for required inspections carried out by HDAB staff under this Compliance Agreement are as follows:

1. For any required inspection, the fee is \$50.00 per hour; and
2. Roundtrip mileage reimbursement from the HDAB office to the inspection site charged at the federally allowable mileage reimbursement rate.

### **Non-Compliance:**

A Participant who fails to comply with any part of this Compliance Agreement may be subject to any or all of the following:

1. Participation in Program-led retraining of all Participant staff directly and indirectly involved with CRB Host Materials;
2. Change to Provisional Compliance Agreement status;
3. Cancellation of the Compliance Agreement; and
4. Civil and/or criminal penalties pursuant to section 150A-14, HRS and/or interim rule 26-1.

Depending on the circumstances (i.e. self-reported, type, frequency, egregiousness/negligence, etc.) of the infraction(s), the Program Officer shall determine the appropriate corrective action. In certain limited circumstances, the Program Officer has the authority to waive penalties on a case-by-case basis.

### **Retraining:**

The Participant shall complete the retraining for all pertinent staff within two weeks of a written notification. The timeframe may be extended if approved by the Program Officer in writing.

### **Provisional Compliance Agreement:**

The Participant shall:

1. Complete retraining for all pertinent staff within two weeks unless otherwise approved by the Program Officer in writing;
2. Work with the Program to develop and implement appropriate corrective actions for all violations, including written policies and procedures to prevent recurrence; and
3. Have the appropriate locations, facilities, and vehicles re-inspected.

The corrective actions and reinspection shall be completed within a timeframe approved by the Program Officer in writing. During the provisional period, the Participant is allowed to Transport and/or receive CRB Host Materials and CRB Host Palms, unless otherwise notified by the Program Officer in writing. Failure to complete retraining, develop and/or implement corrective action(s) or allow reinspection(s) within the Program-approved timeframe will result in an immediate cancellation of the Compliance Agreement.

**Cancellation:**

A Compliance Agreement shall be cancelled and considered invalid upon written notification from the Program Officer to the Participant. In the event of Compliance Agreement cancellation, all CRB Host Material and/or CRB Host Palms shall not be transported. Additionally, all CRB host Material and/or CRB host palms may be moved, seized, treated, quarantined and/or destroyed at the discretion of the Program Officer. Any expense or loss in connection therewith shall be borne by the Participant.

If the Compliance Agreement is canceled under this section, the Participant may reapply for a new Compliance Agreement after providing the Program Officer with evidence that all prior incidents of non-compliance have been corrected and documenting policies and procedures to ensure future adherence to the Compliance Agreement. In addition to the reapplication, the Participant must also retrain all pertinent staff and have the appropriate locations, facilities, and vehicles, as appropriate, reinspected. In this instance, the Program Officer has the discretion to require additional terms and conditions to ensure compliance. HDAB may then approve the issuance of a new Compliance Agreement if the Participant is able to demonstrate the ability to comply with requirements of the Compliance Agreement, including the terms and conditions set by the Program Officer, if applicable, to maintain compliance with the Compliance Agreement.

**Civil and Criminal Penalties:**

All violations that involve civil and or criminal sanctions, including, but not limited to knowingly moving/transporting CRB infested materials without HDAB authorization; or collecting, intentionally harboring, or breeding CRB, may be referred to the Department of the Attorney General for further investigation, in accordance with HRS 150A-14.

**Transfer of Compliance Agreement Prohibited:**

This Compliance Agreement, including any duties, authorities, or responsibilities held under the Compliance Agreement, shall not be transferred to any other person, party, or entity.

Proposed Compliance Agreement  
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**Compliance Agreement:**

By signing this Compliance Agreement, the Participant understands and agrees to comply with all requirements herein. The Participant shall self-execute all applicable requirements within this Compliance Agreement and may be subject to any or all of the penalties listed above for failure to comply with any of the requirements listed in this Compliance Agreement.

This Compliance Agreement becomes effective upon completion of Participant staff training and assignment of a Compliance Agreement number. The Compliance Agreement shall remain in effect until the Compliance Agreement Expiration Date below unless canceled by either party in writing on 30 days' notice to the other at the address of the other party appearing above, or unless suspended or canceled by the Program Officer as provided in this Compliance Agreement.

The Participant assumes all liability, if any, arising from, or associated with, the manner in which the Participant transports, processes, sells, handles, and/or distributes any CRB Host Material.

\_\_\_\_\_  
 Authorized Participant Signature

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Typed or Printed Name

\_\_\_\_\_  
 Title

**For Program Use Only:**

\_\_\_\_\_  
 Compliance Agreement Expiration Date

\_\_\_\_\_  
 Program Officer Signature

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Typed or Printed Name

\_\_\_\_\_  
 Title

Compliance Agreement Number: \_\_\_\_\_

**Attachment A - Proposed Interim Rule**

## HAWAII DEPARTMENT OF AGRICULTURE AND BIOSECURITY

## PLANT QUARANTINE INTERIM RULE 26-\_\_\_

**To Regulate the Transportation of Coconut Rhinoceros Beetle (*Oryctes Rhinoceros*)  
Host Material on Hawaii Island**

I. Under the authority of section 150A-9.5, Hawaii Revised Statutes (HRS), the Hawaii Department of Agriculture and Biosecurity (Department) hereby establishes this interim rule to regulate the transportation of coconut rhinoceros beetle (*Oryctes Rhinoceros*) (CRB) host material within and from the designated CRB infested area on Hawaii Island. The CRB infested area is established to prevent the spread of CRB on, and from, Hawaii Island, a situation found, in the absence of effective rules, including rules to manage green waste, to be so dangerous to the ecological health of flora or fauna present in the State and which is so immediate in nature as to constitute an emergency.

II. As used in this interim rule:

(1) "Compliance agreement" means a written agreement between the Department and a person who carries out commercial activities that includes any terms or conditions the Department determines will slow or prevent the spread of CRB. A compliance agreement between the Department and a person is a permit issued by the Department to that person for the purposes of section 150A-8, HRS.

(2) "CRB host material" means the host material of the coconut rhinoceros beetle; and

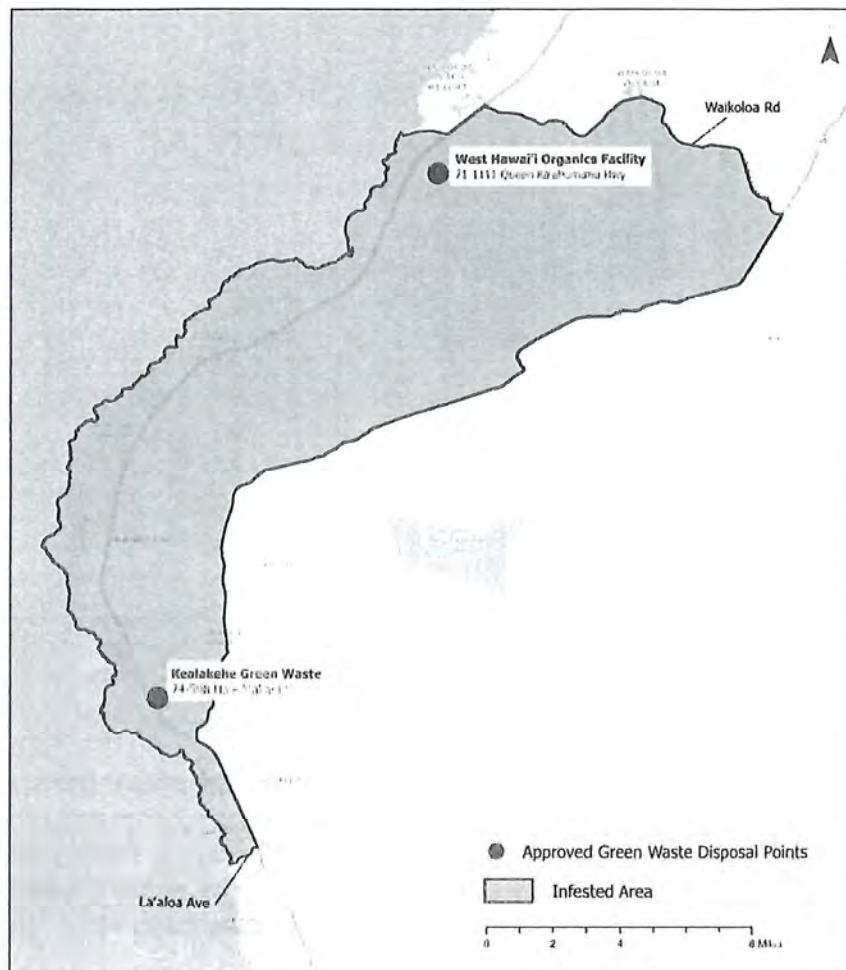
(A) Includes bare root CRB host palms, other live plants of any size if there is any organic material attached to the roots, such as potted plants or sod; and decomposing plant material, such as mulch, trimmings, wood or tree chips, stumps, compost, plant propagation media, including commercially bagged plant propagation media, and other items comprised of or containing decomposing plant material such as landscaping material or erosion control socks, and

(B) Does not include:

- (i) Plant products intended for consumption, such as coconuts, fruits, nuts, edible leaves, leaves used for cooking, and spices;
  - (ii) Plant products preserved from decay by treatment or use, such as lumber, woven hats, dried and painted coconuts, wooden posts, wood carvings, and firewood;
  - (iii) Seeds for planting,
  - (iv) Cut flowers and foliage for decoration, such as lei, floral bouquets, or arrangements;
- and

- (v) Rock, coral, sand, and gravel not mixed with any material described in paragraph (A).
- (3) “CRB host palms” means live palm plants in any palm genera and does not include unsprouted seeds.
- (4) “Designated collection bin” means a bin that is placed within a CRB infested area of Hawaii Island and maintained by a person operating under a compliance agreement for the purpose of collecting CRB host material for processing at a CRB host material processing center within that infested area that is operating under a compliance agreement.
- (5) “Person” means an individual, corporation, firm, association, society, community, assembly, or inhabitant of a district or neighborhood, known or unknown, and the public generally. “Person” includes a government and any of its agencies, instrumentalities, or subdivisions, and a homeowners’ association, community association, planned community association, condominium association, cooperative, or any other nongovernmental entity with covenants, bylaws, or administrative rules, regulations, or provisions governing the use of private property.
- (56) “Transport” and “Transportation” mean movement of CRB host material out of a single Tax Map Key (TMK) parcel.

III. In this Interim Rule, the “infested area” is the voluntary compliance order area on Hawai‘i Island set out in the Voluntary Compliance Order for CRB Host Materials renewed by the County of Hawaii in November 2025, as shown below, with the opportunity to expand the infested area if CRB are detected beyond the confines on the map pursuant to section 4-72-10, Hawaii Administrative Rules.



IV. No person may transport CRB host material from a CRB infested area on Hawaii Island to any other area within the State, or transport, receive (accept delivery of CRB host material for any purpose), process (meaning the conversion of solid waste into a useful product or preparing for its disposal), sell, barter, donate or otherwise give away CRB host material within a CRB infested area on Hawaii Island, except:

- (1) By the Department, CRB Response, or the Big Island Invasive Species Committee for monitoring, control, eradication, scientific, or educational purposes;
- (2) Pursuant to a permit issued by the Department for purposes of coconut rhinoceros beetle monitoring, control, eradication, scientific, or educational purposes at a site inspected and approved by the Department prior to transportation;
- (3) Pursuant to a permit issued by the Department for noncommercial activities, subject to an appropriate treatment or mitigation, as required by the Department, provided an individual may transport, receive, or process not more than 3 cubic yards of CRB host material on a noncommercial basis without a permit;

- (4) Pursuant to a compliance agreement issued by the Department for commercial activities;
- (5) A person may transport CRB host material, on a noncommercial basis, within a CRB infested area of Hawaii Island, directly to a CRB host material processing center within that infested area that is operating under a compliance agreement described in paragraph (4), without a permit or compliance agreement;
- (6) A person that purchases CRB host material originating from, or within, a CRB infested area on Hawaii Island that is sold by a person operating under a compliance agreement or permit issued under this Interim Rule, and in full compliance with the requirements thereof, may transport that CRB host material without a permit or compliance agreement issued by the Department;
- (7) A person may transport CRB host material to a designated collection bin; and
- (78) In addition to any other requirements, any transportation of CRB host material from or within a CRB infested area is subject to inspection and approved mitigation and decontamination measures by the Department or a designee.

V. Any person who violates this Interim Rule shall be guilty of a misdemeanor and fined not less than \$100. The provisions of HRS section 706-640 notwithstanding, the maximum fine shall be \$10,000. For a subsequent offense committed within five years of a prior conviction, the person shall be responsible for clean-up and decontamination fees to remove contaminated material and to fully eradicate any CRB that may have been caused by their violation of not following this Interim Rule and shall be fined not less than \$500 and not more than \$25,000. Each item moved in violation of this rule and each day of violation shall be considered a separate offense.

The Department may revoke or otherwise terminate a permit or compliance agreement issued under this Interim Rule if the person issued the permit or compliance agreement is not in material compliance with the terms and conditions thereof.

VI If any provision of this interim rule is declared unconstitutional, or the applicability thereof to any person or circumstance is held invalid, or any part of the finding made by the Advisory Committee on Plants and Animals for this interim rule is found by a court to be unreasonable, the constitutionality, validity, and reasonableness of the remainder of this interim rule and applicability thereof to other persons and circumstances shall not be affected.

VII. This interim rule shall become effective on \_\_\_\_\_, 2026, and is valid for no longer than one year from its inception. Persons required to enter into a compliance agreement shall complete required training within 30 days of the effective date.