



## I. OBJECTIVE

To assist residents of the City of Greeley with identification and treatment of ash trees affected by the Emerald Ash Borer. This program seeks to treat roughly 3000 private residential ash trees total over the course of 3 years and extend that treatment control into the future based on the condition of each tree.

## II. DEFINITIONS

"Ash Tree" means all species of the genus *Fraxinus*.

"Emerald Ash Borer" or "EAB" means the insect known as Emerald Ash Borer (*Agrilus planipennis* Fairmaire), in any stage of development.

"Participant" means an individual who owns property located in the City of Greeley and who has submitted an application for participation in the Program.

"Program" means the City of Greeley's Emerald Ash Borer Treatment Program wherein a contractor selected by the City of Greeley will treat Ash Trees located on private property.

"Program Specifications" means an ash tree must be a minimum of 8 inches in diameter and have a condition rating of 60% or higher as determined by City of Greeley staff.

## III. PROGRAM

### A. APPLICATION

- i. City will enter into a contract with a State of Colorado Department of Agriculture licensed pesticide applicator following City procurement policies.
- ii. City will accept applications for treatment to prevent the occurrence of Emerald Ash Borer ("EAB") in Ash Trees located on private property from City of Greeley residents ("the Program").
  1. Applications for the Program in 2020 will be taken beginning February 3<sup>rd</sup> and ending April 1<sup>st</sup>.
  2. Applications for the Program in 2021 and in all future years will be taken until May 1<sup>st</sup>.

3. For any treatment cycle, applications received after May 1<sup>st</sup> will be placed in the queue for the Program for the following year.
- iii. Applications for the Program will only be accepted for residential properties regardless of occupancy and located in the City. Applications may be only submitted by the property owner, HOA or property management company (Participant).
- iv. Participants may withdraw their application until May 1<sup>st</sup> and receive a refund of their payment. No refunds will be given for applications withdrawn after May 1<sup>st</sup>.

**B. INSPECTION**

- i. After an application is received, the City will arrange for an inspection of the Ash Trees located on the Participant's property.
  1. Measurement and condition inspections will be completed between March 1<sup>st</sup> and May 1<sup>st</sup> of each year. Final condition inspections will take place between May 1<sup>st</sup> and June 1<sup>st</sup>.
  2. Inspections will be performed by City of Greeley staff or City of Greeley contractors.
  3. Ash trees located inside fenced backyards will be reviewed on an as needed/requested basis. The application for treatment of ash trees inside fenced backyards may be approved or denied based on the complexity of access involved at the property.
  4. Ash trees will be evaluated on a case-by-case basis and must meet Program Specifications.
- ii. Ash Trees to be treated will marked with a white "X" painted on the south side of the tree.
  1. Participants are directed not to remove the white "X". Ash Trees that are not marked with the white "X" at the time treatment is to be done will not be treated.

**C. PAYMENT**

- i. Participants will be billed by the City when the initial inspection is completed. The payment amount is calculated by the treatment rate multiplied by the total amount of inches in diameter of treatable ash trees plus any transaction fees.

- ii. Invoices must be paid prior to May 1st.
- iii. If an invoice is not paid prior to May 1<sup>st</sup>, treatment will not be completed and the application will be denied (excluding year 2020).
- iv. Final condition inspections will take place between May 1<sup>st</sup> and June 1<sup>st</sup> and are intended to discover tree decline suffered through the course of the winter. A refund will be issued to the Participant if a tree that was initially determined to be a successful candidate for treatment is evaluated in the final inspection and identified as having fallen below Program Specifications.

**D. TREATMENT**

- i. Treatment of Ash Trees will occur beginning June 15<sup>th</sup> and ending on July 31<sup>st</sup> of every year until the program is discontinued.
- ii. There is no limit on the number of Ash Trees that can be treated per property.
- iii. Trees to be treated must meet Program Specifications.

**E. CONSENT AND WAIVER OF LIABILITY**

- i. Each Participant must sign a consent and waiver of liability at the time the application is submitted.
- ii. By submitting an application, each Participant agrees that he/she has read and accepted these regulations.
- iii. By submitting an application, each Participant authorizes the representatives of the City of Greeley and its designated contractor to enter onto their property for the purpose of inspection a treatment of the selected Ash Trees.
- iv. Each Participant acknowledges that treatment of Ash Trees may be ineffective. Treatment is not guaranteed to eliminate the risk to Ash Trees from EAB or any other pest.
- v. The City is not responsible for damage to trees, property, or persons as the result of participation in the Program.
- vi. Each Participant specifically waives all claims that he/she may have now or in the future against the City of Greeley and its designated contractor in relation to the treatment of Ash Trees through this program.