

1 STATE OF OKLAHOMA

2 2nd Session of the 56th Legislature (2018)

3 COMMITTEE SUBSTITUTE
4 FOR

5 SENATE BILL 199

6 By: Boggs

7 COMMITTEE SUBSTITUTE

8 An Act relating to entomology and plant industry;
9 amending 2 O.S. 2011, Sections 3-81, as amended by
10 Section 1, Chapter 280, O.S.L. 2014, and 3-82, as
11 amended by Section 1, Chapter 239, O.S.L. 2017 (2
12 O.S. Supp. 2017, Sections 3-81 and 3-82), which
13 relate to the Combined Pesticide Law; removing
14 definition; modifying expiration dates; clarifying
15 statutory language; and providing an effective date.

16 BE IT ENACTED BY THE PEOPLE OF THE STATE OF OKLAHOMA:

17 SECTION 1. AMENDATORY 2 O.S. 2011, Section 3-81, as
18 amended by Section 1, Chapter 280, O.S.L. 2014 (2 O.S. Supp. 2017,
19 Section 3-81), is amended to read as follows:

20 Section 3-81. As used in the Combined Pesticide Law:

21 1. "Aircraft" means any contrivance used or designed for
22 navigation of or flight in the air over land or water and is
23 designed for or adaptable for use in applying pesticides as sprays,
24 dusts, or other forms;

25 2. "Active ingredient" means an ingredient, which defoliates
26 plants, prevents fruit drop, inhibits sprouting, or destroys,

1 repels, or mitigates insects, fungi, bacteria, rodents, weeds, or
2 other pests;

3 3. "Adulterated" means and includes any pesticide if the
4 pesticide strength or purity falls below the professed standard of
5 quality as expressed on labeling or under which it is sold, or if
6 any substance has been substituted wholly or in part for the
7 components of the pesticide, or if any valuable constituent of the
8 components of the pesticide has been wholly or in part abstracted;

9 4. "Antidote" means the most practical immediate treatment in
10 case of poisoning and includes but is not limited to first aid
11 treatment;

12 5. "Business location" means any place, site, or facility
13 maintained by a commercial or noncommercial applicator where
14 records, including but not limited to, financial statements,
15 payroll, insurance, and personnel documents are maintained,
16 pesticides are stored, or customers are served. A location serving
17 strictly as a telephone answering service shall not be considered a
18 business location;

19 6. "Certificate" means a written document issued to an
20 individual by the State Board of Agriculture which indicates that
21 the individual has met the certification standards established by
22 the Combined Pesticide Law for the category of pesticide application
23 shown on the certificate. A certificate does not allow a person to
24 do work as a commercial, noncommercial, service technician, or

1 private applicator unless employed by a licensed entity or has a
2 valid license issued by the Board;

3 7. "Certification standards" means the standards that a person
4 shall meet to become a certified applicator;

5 8. "Certified applicator" means a person who has met the
6 certification standards;

7 9. "Commercial application" means the advertising of services,
8 recommendation for use, the preparation for application, or the
9 physical act of applying a pesticide or employment of a device for
10 hire or compensation;

11 10. "Commercial applicator" means any person engaging in the
12 commercial application of pesticides or commercial employment of
13 devices. Any farmer while working for a neighbor in agricultural
14 production, not advertising, and not held out to be in the business
15 of applying restricted-use pesticides, shall not be classified by
16 the Board as a commercial applicator;

17 11. "Contract" means a binding, written agreement between two
18 or more persons spelling out terms and conditions and includes, but
19 is not limited to, warranties or guarantees for pesticide
20 application. For structural pest control applications, the contract
21 shall also include a statement, plat, or diagram showing all
22 locations of visible termites and termite damaged materials which
23 are observed, and how the application was performed;

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1 12. "Defoliant" means any pesticide intended to cause the
2 leaves or foliage to drop from a plant, with or without causing
3 abscission;

4 13. "Desiccant" means any pesticide intended to artificially
5 accelerate the drying of plant tissues;

6 14. "Device" means any instrument subject to the United States
7 Environmental Protection Agency regulation intended for trapping,
8 destroying, repelling, or mitigating insects or rodents, or
9 mitigating fungi, bacteria, or weeds, or other pests designated by
10 the Board, but not including equipment used for the application of
11 pesticides when sold separately;

12 15. "Direct supervision" means that the certified applicator is
13 responsible for assuring that persons working, subject to direct
14 supervision, are qualified to handle pesticides and are instructed
15 in the application of the specific pesticides used in each
16 particular application conducted which is subject to their
17 supervision. Certified applicators shall be accessible to the
18 noncertified applicator at all times during the application of the
19 pesticide by telephone, radio, or any device approved by the Board;

20 16. "Fungi" means all nonchlorophyll-bearing thallophytes,
21 including, but not limited to, rusts, smuts, mildews, molds, yeasts,
22 and bacteria, except those on humans or animals;

23 17. "Fungicide" means any pesticide intended for preventing,
24 destroying, repelling, or mitigating any fungi or bacteria;

1 18. "Ground equipment" means any machine, equipment, or device
2 other than aircraft designed for use, adaptable for use, or used on
3 land or water in applying pesticides as sprays, dusts, aerosols,
4 fogs, or other forms;

5 19. "Herbicide" means any pesticide intended for preventing,
6 destroying, repelling, desiccating, or mitigating any weed, or for
7 defoliating plants, preventing fruitdrop, and inhibiting sprouting;

8 20. "Inert ingredient" means an ingredient, which is not an
9 active ingredient;

10 21. "Ingredient statement" means a statement containing the
11 name and percentage of each active ingredient, and the total
12 percentage of all inert ingredients in the pesticide. If the
13 pesticide contains arsenic in any form, the percentages of total and
14 water-soluble arsenic shall each be calculated as elemental arsenic;

15 22. "Insect" means any of the numerous small invertebrate six-
16 legged animals generally having the body more or less obviously
17 segmented, many belonging to the class Insecta, including, but not
18 limited to, beetles, bugs, and flies as well as allied classes of
19 arthropods including spiders, mites, ticks, centipedes, and wood
20 lice;

21 23. "Insecticide" means any pesticide intended for preventing,
22 destroying, repelling, or mitigating any insects which may be
23 present in any environment;

24

1 24. "Label" means the written, printed, or graphic matter
2 attached to the pesticide, device, or container including the
3 outside container or wrapper of the retail package of the pesticide
4 or device;

5 25. "Labeling" means all labels and other written, printed, or
6 graphic material:

7 a. upon the pesticide, device, or any of its containers
8 or wrappers,

9 b. accompanying the pesticide or device at any time, or

10 c. to which reference is made on the label or in

11 literature accompanying the pesticide or device except

12 when accurate, nonmisleading reference is made to

13 current official publications of the United States

14 Environmental Protection Agency, United States

15 Department of Agriculture, United States Department of

16 the Interior, the United States Public Health Service,

17 State Experiment Stations, State Agricultural

18 Colleges, or other federal institutions or official

19 agencies of this state or other states authorized by

20 law to conduct research in the field of pesticides;

21 26. "License" means a written document issued to a person by

22 the Board which shows that the person has met all established

23 licensing requirements established by the Combined Pesticide Law and

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1 who is authorized to apply pesticides as a commercial,
2 noncommercial, or private applicator pursuant to the license issued;

3 27. "Minimum standards" means the measures prescribed by the
4 Board to bring appropriate pesticide services to the public;

5 28. "Misbranded" means and includes:

6 a. any pesticide or device if its labeling bears any
7 statement, design, or graphic representation relative
8 to its ingredients which is false or misleading, or

9 b. any pesticide or device:

10 (1) if it is an imitation of or is offered for sale
11 under the name of another pesticide or device,

12 (2) if its labeling bears any reference to
13 registration under the Combined Pesticide Law,

14 (3) if the labeling accompanying it does not contain
15 instructions for use which are necessary and, if
16 complied with, adequate for the protection of the
17 public,

18 (4) if the label does not contain a warning or
19 caution statement which may be necessary and, if
20 complied with, adequate to prevent injury to
21 humans and vertebrate animals,

22 (5) if the label does not bear an ingredient
23 statement on that part of the immediate container
24 and on the outside container or wrapper, if there

1 is one, through which the ingredient statement on
2 the immediate container cannot be clearly read,
3 of the retail package which is presented or
4 displayed under customary conditions of purchase,

5 (6) if any word, statement, or other information
6 required by or under the authority of the
7 Combined Pesticide Law to appear on the labeling
8 is not prominently placed with conspicuousness,
9 as compared with other words, statements,
10 designees, or graphic matter in the labeling, and
11 in terms likely to be read and understood by an
12 individual under customary conditions of purchase
13 and use, or

14 (7) if in the case of an insecticide, fungicide, or
15 herbicide, when used as directed or in accordance
16 with commonly recognized practice, it shall be
17 injurious to humans, vertebrate animals, or
18 vegetation, except weeds, to which it is applied,
19 or to the person applying the pesticide;

20 29. "Noncommercial applicator" means any person, other than a
21 commercial or private applicator, who uses or supervises the use of
22 a restricted-use pesticide. The noncommercial applicator shall be
23 under the supervision of an owner or manager of property and who is
24 certified in the same manner as a commercial applicator. A

1 noncommercial applicator is subject to all requirements except those
2 pertaining to financial responsibility. Noncommercial applicator
3 includes a government employee applying restricted-use pesticides in
4 the discharge of official duties;

5 30. "Nonrestricted-use pesticide" means any pesticide, other
6 than a pesticide classified as restricted-use pesticide;

7 31. "Nonrestricted-use pesticide dealer" means any person
8 engaged in the sale, storage, or distribution of any pesticide other
9 than those pesticides classified by the United States Environmental
10 Protection Agency or the Board as restricted-use pesticides;

11 32. "Permit" means a written document issued by the Board which
12 shows that a person has met all of the permitting requirements
13 established by the Combined Pesticide Law and is authorized to sell
14 pesticides as a restricted-use or nonrestricted-use pesticide dealer
15 in accordance with the type of permit issued;

16 33. "Pest" means any organism harmful to man including, but not
17 limited to, insects, mites, nematodes, weeds, and pathogenic
18 organisms. Pathogenic organisms include viruses, mycoplasma,
19 bacteria, rickettsia, and fungi which the Board declares to be a
20 pest;

21 34. "Pesticide" means a substance or mixture of substances
22 intended for defoliating or desiccating plants, preventing
23 fruitdrop, inhibiting sprouting, or for preventing, destroying,
24 repelling, or mitigating any insects, rodents, fungi, bacteria,

1 weeds, or other forms of plant or animal life or viruses, which the
2 Board declares to be a pest, except viruses on or in humans or
3 animals;

4 35. "Private applicator" means any person who uses or
5 supervises the use of any restricted pesticide for purposes of
6 producing any agricultural commodity on property owned or rented by
7 the person, or employer, or on the property of another person if
8 applied without compensation other than trading of personal services
9 between producers of agricultural commodities;

10 36. "Registrant" means the person registering any pesticide or
11 device pursuant to the provisions of the Combined Pesticide Law;

12 37. "Restricted-use pesticide" means any pesticide classified
13 for restricted use by the United States Environmental Protection
14 Agency, either by regulation or through the registration process, or
15 by the Board pursuant to the Oklahoma Agricultural Code;

16 38. "Restricted-use pesticide dealer" means any person engaged
17 in the sale, storage, or distribution of restricted-use pesticides;

18 39. "Rodenticide" means any pesticide intended for preventing,
19 destroying, repelling, or mitigating rodents or any other animal
20 which the Board declares a pest;

21 40. "Service technician" means a person employed by a licensed
22 commercial or noncommercial applicator who applies the pesticide or
23 employs a device, but is not a certified applicator. A service
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1 technician or certified applicator shall be present at each
2 application performed;

3 41. ~~"Temporary certified applicator" means a person who has~~
4 ~~successfully completed the written examinations required for~~
5 ~~certification but has not successfully completed the practical~~
6 ~~examination;~~

7 42. "Use" means transportation, storage, mixing, application,
8 safe handling, waste and container disposal, and other specific
9 instructions contained on the label and labeling;

10 ~~43.~~ 42. "Weed" means any plant or plant part which grows where
11 not wanted; and

12 ~~44.~~ 43. "Wood infestation report" means a document issued with
13 a property transaction which shall, at a minimum, contain statements
14 or certifications as to the presence or absence of termites and any
15 other wood destroying insects, and the presence or absence of
16 damage. The wood infestation report does not include a bid or
17 proposal for treatment.

18 SECTION 2. AMENDATORY 2 O.S. 2011, Section 3-82, as
19 amended by Section 1, Chapter 239, O.S.L. 2017 (2 O.S. Supp. 2017,
20 Section 3-82), is amended to read as follows:

21 Section 3-82. A. LICENSE REQUIRED - 1. It shall be unlawful
22 for any person to act, operate, or do business or advertise as a
23 commercial, noncommercial, certified applicator, ~~temporary certified~~
24 ~~applicator~~, service technician, or private applicator unless the

1 person has obtained a valid applicator's license issued by the State
2 Board of Agriculture for the category of pesticide application in
3 which the person is engaged.

4 2. A license may be issued by the Board in any category of
5 pesticide application if the applicant qualifies and the applicant
6 is limited to the category of pesticide application named on the
7 license. The Board may establish categories of pesticide
8 application as necessary. Licenses shall be issued upon application
9 to the Board on a form prescribed by the Board. The application
10 shall contain information regarding the applicant's qualifications,
11 proposed operations, and other information as specified by the
12 Board.

13 3. a. An aerial license shall not be issued or be valid
14 unless the applicant files with the Board a copy of a
15 valid document issued by the Federal Aviation
16 Administration showing that the person is qualified to
17 operate or supervise the operation of an aircraft
18 conducting agricultural operations. Applicants for an
19 aerial license and pilots working under a license may
20 be subject to a complete and thorough background
21 examination.

22 b. The Board shall promulgate rules regarding aerial
23 applicators and applications consistent with federal
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1 law and shall solicit the assistance of the Federal
2 Aviation Agency in the enforcement of this subsection.

3 4. Each business location shall require a separate license and
4 separate certified applicator except that a certified applicator for
5 a noncommercial business location may also serve as the certified
6 applicator for one commercial business location.

7 ~~5. A license shall not be issued for the category of pesticide~~
8 ~~application of any applicant or representative who has a temporary~~
9 ~~certification.~~

10 B. CERTIFICATION REQUIRED - 1. A license shall be issued only
11 after satisfactory completion of the certification standards by the
12 person who shall be the certified applicator under the license.
13 ~~Temporary certified applicators do not qualify as the certified~~
14 ~~applicator for a license, nor may they act as a certified~~
15 ~~applicator.~~ The Board shall deny the application for certification,
16 recertification, issuance, or renewal of a certificate or license
17 for a failure to show proper qualification under the rules or for
18 violations of any provisions of this section. A certificate in any
19 category shall be valid for five (5) years unless suspended,
20 canceled, or revoked by the Board or until recertification is
21 required for the category, and may be renewed after successful
22 completion of recertification requirements. The Board may require
23 certified applicators to be recertified once in a five-year period.

1 2. A certified service technician identification shall be
2 issued upon application and completion of certification standards
3 determined by the Board. ~~Temporary certified applicators may~~
4 ~~qualify as a certified service technician.~~ No person shall act, do
5 business as, or advertise as a service technician unless the person
6 has met all the qualifications and standards as required by the
7 Board. The service technicians' identification shall be issued in
8 the name of the licensed entity. The licensee shall ensure that the
9 service technician identification is returned to the Board upon
10 termination of the employee. A service technician identification
11 shall be valid for a period of five (5) years unless suspended,
12 canceled, or revoked by the Board, until recertification is required
13 by the Board, or until the service technician leaves the employ of
14 the licensed entity. The Oklahoma Department of Agriculture, Food,
15 and Forestry may issue a service technician identification upon
16 completion of the following:

- 17 a. a determination is made by the Department that the
18 applicant has successfully completed the written
19 examination,
- 20 b. the licensed entity provides a completed service
21 technician identification application form at the time
22 of testing, and
- 23 c. all appropriate fees are paid at the time of testing.

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1 3. Each license, except for private applicators, shall expire
2 on ~~the 31st day of December following issuance or renewal~~ a date
3 determined by the Department, and may be renewed for the ensuing
4 ~~calendar year, period~~ without penalty ~~or reexamination~~, if a
5 properly completed application is filed with the ~~Board~~ Department
6 not later than the ~~1st day of January of each year~~ date determined
7 by the Department. If application is not received by ~~January 1~~ the
8 date determined by the Department, a penalty of twice the amount of
9 the renewal fee shall be charged for renewal of the license. If the
10 application is not received ~~by February 1~~ within thirty-one (31)
11 days of the expiration date, an additional one-hundred-dollar
12 penalty shall be paid prior to license renewal.

13 All private applicator licenses are in effect for five (5) years
14 and may be renewed by application after completion of a continuing
15 education program or written exam approved by the Board.

16 C. The following fees shall be paid to the Board:

17 1. A fee of One Hundred Dollars (\$100.00) shall be paid to the
18 board for each category of pesticide application ~~shall be paid to~~
19 ~~the Board for the issuance or renewal of a commercial applicator~~
20 ~~business license~~. For any license with a term extended beyond one
21 year pursuant to subsection B, paragraph 3 of this section, the
22 applicant shall include an additional fee for each year added to the
23 license. Not more than Five Hundred Dollars (\$500.00) total
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1 category fees shall be charged ~~annually~~ to any business location of
2 an applicator for each calendar year licensed;

3 2. A fee of Fifty Dollars (\$50.00) shall be paid to the Board
4 for each written examination conducted by the Board;

5 3. A fee of Fifty Dollars (\$50.00) shall be paid to the Board
6 for each practical examination conducted by the Board;

7 4. A fee of Twenty Dollars (\$20.00) shall be paid to the Board
8 for the issuance or renewal of a private applicator's license;

9 5. A fee of Fifty Dollars (\$50.00) shall be paid to the Board
10 for ~~the issuance or renewal of a~~ each noncommercial business
11 license. For any license term extended beyond one year pursuant to
12 subsection B, paragraph 3 of this section, the applicant shall
13 include an additional fee for each year added to the license. Not
14 more than Two Hundred Fifty Dollars (\$250.00) total category fees
15 shall be charged ~~annually~~ to any noncommercial business location of
16 an applicator for each calendar year licensed;

17 6. A fee of Twenty Dollars (\$20.00) shall be paid to the Board
18 for the issuance or renewal of service technician identification;

19 7. A fee of Ten Dollars (\$10.00) shall be paid to the Board for
20 the issuance of duplicate licenses or certificates or transfer of
21 service technician identification;

22 8. A fee of Fifty Dollars (\$50.00) shall be paid to the Board
23 for each recertification procedure; and
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1 9. A fee of One Hundred Dollars (\$100.00) shall be paid to the
2 Board for each reciprocal certification procedure for applicator
3 certifications.

4 D. All fees shall be deposited in the State Department of
5 Agriculture Revolving Fund.

6 E. Fees shall be paid to the Board prior to the processing of
7 any application.

8 F. Failure to pay any fee identified with licenses, permits,
9 pesticide registrations, or certification shall require the Board to
10 deny the application.

11 G. INSURANCE REQUIRED - 1. The Board shall not issue a
12 commercial applicator's license until the applicant has furnished
13 evidence of an insurance policy or certificate by an insurer or
14 broker authorized to do business in this state insuring the
15 commercial applicator and any agents against liability resulting
16 from the operations of the commercial applicator. The insurance
17 shall not be applied to damage or injury to agricultural crops,
18 plants, or land being worked upon by the commercial applicator.

19 2. The amount of liability shall not be less than that set by
20 the Board for each property damage arising out of actual use of any
21 pesticide. The liability shall be maintained at not less than that
22 sum at all times during the licensing period. The Board shall be
23 notified fifteen (15) days prior to any reduction in liability.

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1 3. If the furnished liability becomes unsatisfactory, the
2 applicant shall immediately execute new liability upon notice from
3 the Board. If new liability is not immediately obtained, the Board
4 shall, upon notice, cancel the license. It shall be unlawful for
5 the person to engage in the business of applying pesticides until
6 the liability is brought into compliance and the license reinstated.

7 H. DAMAGES - 1. Prior to filing an action against an
8 applicator for damages to growing crops or plants, any person
9 alleging damages to growing crops or plants shall:

10 a. within ninety (90) calendar days of the date that the
11 alleged damages occurred or prior to the time that
12 twenty-five percent (25%) of the allegedly damaged
13 crops or plants are harvested, whichever occurs first,
14 file a written complaint statement with the Department
15 regarding the alleged damages, and

16 b. between the date of filing of the written complaint
17 pursuant to subparagraph a of this paragraph and the
18 date harvesting or destruction of the allegedly
19 damaged crops or plants occurs, allow the applicator
20 and the representatives of the applicator reasonable
21 access to the property to inspect and take samples of
22 the allegedly damaged crops or plants during
23 reasonable hours. The representatives of the
24 applicator may include, but not be limited to, crop

1 consultants, bondsmen, and insurers. Nothing in this
2 subparagraph shall limit in any way the harvesting or
3 destruction of the allegedly damaged crops or plants
4 in the ordinary course of business and practice.

5 2. Any person failing to comply with paragraph 1 of this
6 subsection shall be barred from filing an action for damages against
7 the applicator.

8 I. PERMIT REQUIRED - 1. It shall be unlawful for any person to
9 sell, offer for sale, or distribute within this state any restricted
10 use pesticide without first obtaining a restricted use pesticide
11 dealer's permit issued by the Board.

12 2. A permit may be issued by the Board in any category of
13 pesticide sales if the applicant qualifies under the provisions of
14 this section and the applicant is limited to the category of
15 pesticide sales named on the permit. The Board may establish
16 categories of pesticide sales as necessary.

17 3. The permit shall be issued only upon application on a form
18 prescribed by the Board and the application shall contain
19 information regarding the applicant's proposed operation and other
20 information as specified by the Board.

21 4. Each business location engaged in the sale or distribution
22 of restricted use pesticides shall require a separate permit.

23 5. The annual permit fee for a restricted use pesticide dealer
24 permit shall be Fifty Dollars (\$50.00) for each location.

1 6. The Board may require a certified applicator to be present
2 at any location where designated restricted use pesticide sales
3 occur.

4 J. PESTICIDE REGISTRATION REQUIRED - 1. Every pesticide or
5 device distributed, sold, or offered for sale within this state or
6 delivered for transportation or transported in intrastate or
7 interstate commerce shall be registered with the Board.

8 2. The registrant shall file with the Board a statement
9 including, but not limited to:

10 a. the name and address of the registrant and the name
11 and address of the person whose name shall appear on
12 the label, if other than the registrant,

13 b. the name of the pesticide or device,

14 c. a complete copy of the labeling accompanying the
15 pesticide or device and a statement of all claims to
16 be made for it, and directions for use, and

17 d. if requested by the Board, a full description of the
18 tests made and the results upon which the claims are
19 based. In renewing a registration, a statement shall
20 be required only with respect to information which is
21 different from the information furnished when the
22 pesticide or device was last registered.

23 3. Each registrant shall pay to the Board an annual
24 registration fee of Two Hundred Ten Dollars (\$210.00) for each

1 pesticide or device label registered. These fees shall be used by
2 the Oklahoma Department of Agriculture, Food, and Forestry for
3 purposes of administering pesticide management programs. A portion
4 of these fees, in the amount of Three Hundred Thousand Dollars
5 (\$300,000.00) annually, shall be dedicated for conducting programs
6 for unwanted pesticide disposal. This amount shall be deposited
7 into the State Department of Agriculture Unwanted Pesticide Disposal
8 Fund and shall be dedicated for this use only.

9 4. The Board may require the submission of the complete formula
10 of any pesticide. Trade secrets and formulations submitted by the
11 registrant may be kept confidential. If it appears to the Board
12 that the composition of the pesticide is adequate to warrant the
13 proposed claims and if the pesticide, its labeling, and other
14 material required to be submitted comply with the requirements of
15 this section, then the pesticide shall be registered.

16 5. If it does not appear to the Board that the pesticide or
17 device is adequate to warrant the proposed claims for it or if the
18 pesticide or device, its labeling, and other material required to be
19 submitted do not comply with the provisions of this section, it
20 shall notify the applicant of the deficiencies in the pesticide,
21 device, labeling, or other material required and afford the
22 applicant an opportunity to make the necessary corrections. If the
23 applicant claims, in writing, that the corrections are not necessary
24 and requests in writing a hearing regarding the registration of the

1 pesticide or device, the Board shall provide an opportunity for a
2 hearing before refusing to issue the registration. In order to
3 protect the public, the Board may at any time cancel the
4 registration of a product or device. In no event, shall
5 registration of a pesticide or device be considered as a defense or
6 excuse for the commission of any offense prohibited under this
7 section.

8 6. The Board may require that pesticides be distinctively
9 colored or discolored to protect the public health.

10 7. Registration shall not be required in the case of a
11 pesticide shipped from one plant or place within this state to
12 another plant or place within this state that is operated by the
13 same person.

14 K. CATEGORIES OF LICENSES AND PERMITS - The Board may establish
15 any category of license for pesticide application or any category of
16 permit for pesticide sales.

17 L. PERMIT AND PESTICIDE REGISTRATION EXPIRATION - 1. All
18 permits for pesticide sales shall be issued for a period of one (1)
19 year and the permits shall be renewed annually and shall expire on a
20 date determined by the Board. A permit may be renewed for the
21 ensuing year, without penalty, if a properly completed application
22 is filed with the Board not later than the fifteenth day of the
23 month first following the date of expiration. If the application is
24

1 not received by that date, a penalty of twice the amount of the
2 renewal fee shall be charged for renewal of the permit.

3 2. All pesticide registrations shall be issued for a period of
4 one (1) year. The registration shall be renewed annually and shall
5 expire on a date to be determined by the Board. Pesticide
6 registrations may be renewed for the ensuing year, without penalty,
7 if a properly completed application is filed with the Board not
8 later than the fifteenth day of the month first following the date
9 of expiration. If the application is not received by that date, a
10 penalty of twice the amount of the renewal fee shall be charged for
11 renewal of the pesticide registration.

12 M. PESTICIDE PRODUCING ESTABLISHMENTS - 1. Definitions as used
13 in this subsection:

14 a. "establishment" means any site where a pesticide
15 product, active ingredient or device is produced
16 within the state,

17 b. "produce" means to manufacture, prepare, propagate,
18 compound or process any pesticide or to package,
19 repackage, label, relabel or otherwise change the
20 container of any pesticide or device, and

21 c. "producer" means any person who produces,
22 manufactures, prepares, compounds, propagates or
23 processes any active ingredient, pesticide, or device
24 as used in producing a pesticide.

1 2. It shall be unlawful for any person to produce within this
2 state any pesticide, active ingredient or device without first
3 obtaining a pesticide producer establishment permit issued by the
4 Board.

5 3. The permit shall be issued only upon application on a form
6 prescribed by the Board. The application shall contain information
7 regarding the proposed operation of the applicant and other
8 information as specified by the Board. If at any time there is a
9 change of the information provided in or on the application for a
10 pesticide producer establishment permit, the producer must notify
11 the Board in writing within thirty (30) calendar days of the change.

12 4. The producer shall file a statement with the Board including
13 but not limited to:

- 14 a. the name and address of the company,
- 15 b. the name and address of the establishment as well as
16 the physical location, if different than the mailing
17 address,
- 18 c. the name of any pesticide, active ingredient, or
19 device, and
- 20 d. the name and address and other pertinent contact
21 information for the responsible party.

22 5. All permits for pesticide producer establishments shall be
23 issued for a period of one (1) year and shall be renewed annually.
24 All permits shall expire on June 30 each year and may be renewed

1 without penalty if a properly completed application is filed with
2 the Board not later than the fifteenth day of the month first
3 following the date of expiration. If the application is not
4 received by that date, a penalty of twice the amount of the renewal
5 fee shall be charged for renewal of the permit.

6 6. Each pesticide producer establishment location engaged in
7 the production of pesticides, active ingredients or devices shall
8 require a separate permit.

9 7. The annual permit fee for a pesticide producer establishment
10 shall be One Hundred Dollars (\$100.00) for each location.

11 8. If requested by the Board, a complete copy of all labeling,
12 Material Safety Data Sheets, technical information associated with
13 the pesticide, active ingredient, or device and a statement of all
14 claims to be made as well as directions and use must be submitted to
15 the Board.

16 9. In order to determine compliance with state and federal
17 laws, the Board may request a full disclosure of inventory records,
18 sales and distribution records, and any other information deemed
19 necessary by the Board.

20 10. Every producer shall keep accurate records pertaining to
21 pesticide, active ingredient, or device production and distribution
22 as required by the Board. The records of the producer shall be kept
23 intact at the principal producing location in this state for at
24 least two (2) years after the date of production and distribution

1 and copies shall be furnished to any authorized agent of the Board,
2 immediately upon request in person, at any time during the regular
3 business hours of the producer. Copies of records shall be
4 furnished to any authorized agent of the Board within seven (7)
5 working days of a written request, in summary form, by mail, fax, e-
6 mail, website, or any other electronic media customarily used.

7 N. COMPLAINT RESOLUTION - Upon receipt of a written complaint,
8 the Board shall notify the person filing the complaint in writing of
9 its receipt and status within two (2) working days. The person whom
10 the complaint is filed against shall also be notified within two (2)
11 working days. Notification that a complaint has been filed may also
12 be given to the landowner or operator when appropriate. The
13 resolution of a complaint is the completion of the appropriate
14 administrative, jurisdictional, or legal remedies to the extent
15 possible by the Department. The complainant shall be notified in
16 writing within seven (7) working days after resolution of the
17 complaint.

18 SECTION 3. This act shall become effective November 1, 2018.

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20 56-2-3453 QD 7/17/2018 10:00:21 AM

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