

Proposed Administrative Consent Agreement Background Summary

Subject: Certified Pest Management
11 Town House Road
Chelsea, ME 04330

Date of Incident(s): December 9, 2020

Background Narrative: On December 14, 2020, the Board received a complaint relative to a pesticide application made by the Company on December 9, 2020. The person emailing the Board reported that her cat had perished on December 11, 2020, as a result of the application.

On July 28, 2019, Laurie Dutil, Company owner, called the Board's office to report that the licensed Commercial Master Applicator for the Company had resigned. Dutil further reported that the Company would cease making commercial pesticide applications until such time as they were able to replace the licensed master applicator.

A Board inspector conducted a follow-up inspection on December 16, 2020. The Company owner provided Invoice No. 1662, that indicated vacuuming and steam treatment was conducted for bedbug control on December 9, 2020.

On January 13, 2021, the inspector received a copy of Invoice No. 1662 that was provided to a City of Augusta Code Enforcement Officer on December 14, 2020, by the complainant's landlord. The invoice copy states that a "residual pesticide treatment" was conducted in the complainant's apartment on December 9. The invoice differed from the one provided by the Company owner, which was identical with the exception that the reference to the pesticide application was omitted.

Summary of Violations: Submission of a false or fraudulent record in violation of 22 M.R.S. §1471-D(8)(G).

22 M.R.S. § 1471-D(1), requires certification and licensing for commercial pesticide applications. No one from the Company was certified at the time of the application.

Rationale for Settlement: Certified Pest Management, LLC is no longer in business per the certificate of cancellation received with signed proposed consent agreement. The owner of the former Company was willing to enter into the terms of the proposed consent agreement to bring closure to the violation.

Attachments: Proposed Consent Agreement

STATE OF MAINE
DEPARTMENT OF AGRICULTURE, CONSERVATION AND FORESTRY
BOARD OF PESTICIDES CONTROL

CK#1972
CK Date 11-24-23
CK Amt \$1500-

In the Matter of:
Certified Pest Management
11 Town House Road
Chelsea, Maine 04330

ADMINISTRATIVE CONSENT
AGREEMENT
AND
FINDINGS OF FACT

This Agreement by and between Certified Pest Management (hereinafter called the “Company”) and the State of Maine Board of Pesticides Control (hereinafter called the “Board”), as approved by the Office of the Attorney General (“OAG”), is entered into pursuant to 22 M.R.S. § 1471-M(2)(D) and in accordance with the Enforcement Protocol amended by the Board on December 13, 2013.

The parties to this Agreement agree as follows:

- 1) That the Company provided commercial pest control services in Maine and was first licensed to do so beginning on June 27, 2016.
- 2) That on July 28, 2019, Laurie Dutil, Company owner, called the Board’s office to report that Michael Cote, the licensed Commercial Master Applicator for the Company, had resigned. Dutil further reported that the Company would cease making commercial pesticide applications until such time as they were able to replace Cote with a licensed master applicator.
- 3) That on December 14, 2020, the Board received complaint relative to a pesticide application made by the Company on December 9, 2020. The person emailing the Board reported that her cat had perished on December 11, 2020, as a result of the application.
- 4) That a Board inspector interviewed the complainant at the complainant’s residence in Augusta on December 16, 2020.
- 5) That on December 16, 2020, a Board inspector interviewed the property owner, Christopher Skehan, and obtained a copy of a pest a management service invoice for December 9, 2020.
- 6) That a Board inspector conducted a follow-up inspection with Company owner Laurie Dutil on December 16, 2020. Dutil provided Invoice No. 1662, issued to landlord Christopher Skehan regarding treatment provided at the Augusta apartment building on December 9, 2020. Said invoice indicates that vacuuming and steam treatment was conducted for bedbug control.
- 7) That during the follow-up inspection described in Paragraph 6, Dutil stated that there were no Commercial Applicators on staff and that the application of steam would be exempt from the Board licensing requirements.
- 8) That inspector received copy of Invoice No. 1662 on January 13, 2021, that landlord Christopher Skehan had provided to Code Enforcement Officer Keegan Ballard on December 14, 2020. The invoice copy states that a “residual pesticide treatment” was conducted in complainant’s apartment on December 9. Said invoice differed from the one provided by Company owner Dutil, which was identical with the exception that the reference to the pesticide application was omitted.
- 9) That the circumstances described in Paragraphs 1 through 8 constitute submission of a false or fraudulent record in violation of 22 M.R.S. §1471-D(8)(G).

- 10) That the circumstances described in Paragraphs 1 through 8 constitute a commercial pesticide application pursuant to 22 M.R.S. § 1471-C(5) and (5-A).
- 11) That custom pesticide applications may only be properly certified applicators, pursuant to 22 M.R.S. §1471-D(1).
- 12) That no one from the Company was certified at the time of the application described in this Agreement.
- 13) That the circumstances described in Paragraphs 1 through 12 constitute a violation of 22 M.R.S. § 1471-D(1)
- 14) That the Company expressly waives:
 - A. Notice of or opportunity for hearing;
 - B. Any and all further procedural steps before the Board; and
 - C. The making of any further findings of fact before the Board.
- 15) That this Agreement shall not become effective unless and until the Board accepts it.
- 16) That in consideration for the release by the Board and the OAG of the causes of action which the Board and the OAG have against the Company resulting from the violations referred to in Paragraphs 9 and 13, the Company agrees to pay a penalty to the State of Maine in the sum of \$3,000.00, with \$1,500.00 of the penalty suspended provided that the Company does not commit any violations of Federal or State of Maine pesticide law over a five-year period beginning on the effective date of this Agreement. The unsuspended portion of the penalty, \$1,500.00, shall be paid by December 1, 2023. (Please make checks payable to Treasurer, State of Maine).
- 17) That in the event the Company commits any violations of Federal or State of Maine pesticide law—as determined by Board staff in the normal course of compliance investigations—over the five-year period beginning on the effective date of this Agreement, the suspended portion of the penalty becomes immediately due and payable.
- 18) The Board and OAG grant a release of their causes of actions against the Company for the specific violations cited in Paragraphs 9 and 13 on the express condition that all actions listed in Paragraph 16 of this Agreement are completed in accordance with the express terms and conditions of this Agreement and to the satisfaction of the Board and the OAG. The release shall not become effective until the Company has completed its obligations pursuant to Paragraph 16.
- 19) Any non-compliance with any term or condition of this Agreement, as determined by the Board and OAG in their sole discretion, voids the release set forth in Paragraph 18 of this Agreement and may lead to an enforcement, suspension/revocation, equitable, and/or civil violation action pursuant to Titles 7 and 22 of the Maine Revised Statutes and/or M.R. Civ. P. 80H.
- 20) Nothing in this Agreement shall be construed to be a relinquishment of the Board's or OAG's powers under Titles 7 and 22 of the Maine Revised Statutes against the Company for any other violations other than those expressly listed in this Agreement.
- 21) This instrument contains the entire agreement between the parties, and no statements, promises, or inducements made by either party or agent of either party that are not contained in this written contract shall be valid or binding; this contract may not be enlarged, modified, or altered except in writing signed by the parties and indorsed on this Agreement.

22) The provisions of this Agreement shall apply to, and be binding on, the parties and their officers, agents, servants, employees, successors, and assigns, and upon those persons in active concert or participation with them who receive actual notice of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement of three pages.

CERTIFIED PEST MANAGEMENT

By:  Date: 11-29-2023

Type or Print Name: Laurie Dahl

BOARD OF PESTICIDES CONTROL

By: _____ Date: _____
John Pietroski, Acting Director

APPROVED:

By: _____ Date: _____
Carey Gustanski, Assistant Attorney General