



STATE OF MAINE
DEPARTMENT OF AGRICULTURE, CONSERVATION AND FORESTRY
BOARD OF PESTICIDES CONTROL
28 STATE HOUSE STATION
AUGUSTA, MAINE 04333

JANET T. MILLS
GOVERNOR

AMANDA E. BEAL
COMMISSIONER

September 13, 2023

RCL Services, LLC
Ronald C Lemin, Jr.
291 Lincoln St.
Bangor, ME 04401

RE: Variance permit for CMR 01-026 Chapter 29, RCL Services, LLC

Dear Mr. Lemin,

The Board of Pesticides Control considered your application for variance from Chapter 29. The variance is approved, with the condition that all products to be used are currently registered in the State of Maine or were registered at the time of purchase and any application is made above the high-water line.

The Board authorizes the issuance of two-year permits for Chapter 29, therefore this permit is valid until December 31, 2024, as long as applications are consistent with the information provided on the variance request. Please notify the Board in advance of changes, particularly if you plan to use a different product from those listed.

Please bear in mind that your permit is based upon your company adhering to the precautions listed in Section X of your Chapter 29 variance request.

I will alert the Board at its next meeting that the variance permit has been issued. If you have any questions concerning this matter, please feel free to contact me at 287-2731.

Sincerely,

A handwritten signature in blue ink, appearing to read 'John T. Pietroski'.

John T. Pietroski
Acting Director

MEGAN PATTERSON, DIRECTOR
90 BLOSSOM LANE, DEERING BUILDING



PHONE: (207) 287-2731
THINKFIRSTSPRAYLAST.ORG

**BOARD OF PESTICIDES CONTROL
APPLICATION FOR VARIANCE PERMIT
(Pursuant to Chapter 29, Section 6 of the Board's Regulations)**

I. RONALD C. LEMIN JR (207) 944-6160
Name Telephone Number

RCL SERVICES LLC
Company Name

291 LINCOLN ST BANGOR ME 04401
Address City State Zip

II. RONALD C. LEMIN, JR CMA-4546
Master Applicator (if applicable) License Number

SAME
Address City State Zip

III. As part of your application, please send a revegetation plan and digital photos showing the target site and/or plants and the surrounding area, particularly showing proximity to wetlands and water bodies, to pesticides@maine.gov

IV. Area(s) where pesticide will be applied:
A STAND OF JAPANESE KNOTWEED GROWING ALONG THE OXBOW RD
(FORESTED), THE LENGTH OF THE STAND IS 120 YARDS AND IS 10-40' WIDE ONLY ON
ONE SIDE OF THE ROAD. THERE IS A STREAM THAT PARALLELS THE ROAD
ON THE BACKSIDE OF THE KNOTWEED. KNOTWEED IS NOT IN THE STREAM BUT
WITHIN 25' OF THE STREAM.

V. Pesticide(s) to be applied: (Including EPA Registration Number)
ROEEO 62719-324 W/ LIBERATE SURFACTANT
BOTH AQUATICALLY APPROVED, PURCHASED BEFORE 2023!

VI. Purpose of pesticide application:
I HAVE A CONTRACT WITH THE MAINE NATURAL AREAS PROGRAM
EARLY DETECTION RAPID RESPONSE TO CONTROL THIS STAND OF KNOTWEED.
CONTRACT IS ATTACHED

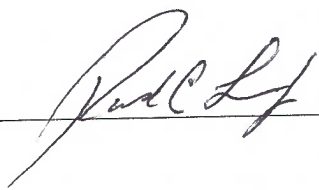
VII. Approximate dates of spray application:
EARLY SEPTEMBER BEFORE FROST

VIII. Application Equipment:
LOW VOLUME HAND PUMP BACKPACK APPLICATION
8% RODEO, 1/2-1% LIBERATE SURFACTANT

IX. Standard(s) to be varied from:
CHAPTER 29 SECTION 6, A, IV, BROADCAST
APPLICATIONS WITHIN 25' OF A WETLAND

X. Method to ensure equivalent protection:
I WILL WALK THE EDGE OF THE STREAM AND SPRAY
DIRECTED AWAY FROM THE WATER. LIBERATE FUNCTIONS
ALSO AS A DRIFT CONTROL AGENT, USE OF LOW PRESSURE
AND APPLY IN FAVORABLE WINDS TO KEEP DROPLETS OUT
OF THE WATER

XI. Revegetation Plan (attach separately if necessary) RODEO IS NON-RESIDUAL
AND VEGETATION WILL RETURN VIA SEED OR
ROOT SPROUTING. THE INITIAL TREATMENT (2023) WILL BE
FOLLOWED UP WITH SPOT TREATMENTS IN 2024+2025. THESE
WILL NOT BE BROADCAST AND CAN PROTECT MANY PLANTS
BEGINNING TO REVEGETATE THE AREA

Signed:  Date: 8/16/23

Return completed form to: Board of Pesticides Control, 28 State House Station, Augusta, ME 04333-0028
OR E-mail to: pesticides@maine.gov



Knotweed growing along Forested Oxbow road. About 120 yards long and 10-40 feet wide.



Knotweed growing on right side of stream (left side of picture). Knotweed does not grow up to stream but is with 25 ft of stream.



The closest the knotweed gets to the stream. Knotweed on the left, stream to the right.



SERVICE CONTRACT

DATE: **8/4/2023**

ADVANTAGE CONTRACT #: **CT 01A 20230807 270**

DEPARTMENT AGREEMENT#: **NA**

CONTRACT AMOUNT: \$ **up to \$5,000**

START DATE: **8/11/2023** END DATE: **12/31/2025**

This Contract, is between the following Department of the State of Maine and Provider:

State of Maine DEPARTMENT

DEPARTMENT: **Department of Agriculture, Conservation and Forestry – Maine Natural Areas Program**

Address: **177 State House Station**

City: **Augusta**

State: **ME**

Zip Code: **04333-0177**

PROVIDER

PROVIDER: **RLC Services, LLC, Ron Lemin**

Address: **291 Lincoln St.**

City: **Bangor**

State: **ME**

Zip Code: **04401**

Provider's Vendor Customer #: **VC0000264516**

Each signatory below represents that the person has the requisite authority to enter into this Contract. The parties sign and cause this Contract to be executed.

Department of Agriculture, Conservation and Forestry, Bureau of Resource Information and Land Use Planning

8/9/2023

Signature **Judy East, Director** Date

Ron Lemin, RCL Services, LLC

Signature **Ron Lemin** Date **8/8/2023**

SCOPE OF WORK

INTRODUCTION/OVERVIEW:

The purpose of this Contract is to authorize the Provider to perform invasive plant treatment as part of the Maine Natural Areas Program Early Detection Rapid Response to a population of Japanese knotweed at two sites in Oxbow Twp. on the Aroostook River and other sites as directed by MNAP. This contract authorizes MNAP to pay the Provider upon successful completion of the work outlined below. Treatments shall be conducted during August or September of 2023, 2024, and 2025. The provider shall submit invoices once treatment is complete at each site each year, within 10 days of completing the treatment(s). MNAP will forward invoices to the Natural Resource Service Center for prompt payment to the Provider.

The Provider shall

1. Treat a population of Japanese Knotweed on land owned by Michalka Trust and a boat launch owned by Aroostook County using herbicides and other sites as directed by MNAP.
2. The applicator must be able to identify the target invasive plant (Japanese knotweed, *Fallopia japonica*) and make every attempt to avoid collateral damage to non-target plants.
3. The applicator shall apply for required permits to apply herbicides in wetland areas, as needed.

CODING

LINE TOTAL	FUND	DEPT	UNIT	SUB UNIT	OBJ	PROGRAM	PROGRAM PERIOD	BOND FUNDING	FISCAL YEAR
\$5,000.00	013	01A	V199	14	4015				

LINE TOTAL	FUND	DEPT	UNIT	SUB UNIT	OBJ	PROGRAM	PROGRAM PERIOD	BOND FUNDING	FISCAL YEAR
\$									

(Departments - Attach separate sheet as needed for additional coding.)

DEPARTMENT AND PROVIDER POINT OF CONTACT

CONTRACT ADMINISTRATOR: The following person is designated as the Contract Administrator on behalf of the Department for this Contract.

Name: **Molly Docherty**

Email: **molly.docherty@maine.gov**

Address: **Maine Natural Areas Program, 177 State House Station**

City: **Augusta** State: **ME** Zip Code: **04333-0177**

Telephone: **(207) 287-8045**

PROVIDER CONTACT: The following person is designated as the Contact Person on behalf of the Provider for this Contract. All contractual correspondence from the Department shall be submitted to:

Name: **RCL Services LLC, Ron Lemin,**

Email: **Ronald.Lemin@gmail.com**

Address: **291 Lincoln St.**

City: **Bangor** State: **ME** Zip Code: **04401**

Telephone: **207-944-6160**

TERMS AND CONDITIONS

1. **Invoices and Payment:** Payment terms are net 30 days from the date the Department receives an error-free invoice with all necessary and complete supporting documents. Provider shall submit detailed invoices itemizing all work performed during the invoice period, including the dates of service, work performed, and any other information and/or documentation appropriate and sufficient to substantiate the amount invoiced for payment by the State. All invoices must include the Contract number for this contract.

2. Independent Capacity: The Provider is an independent contractor for whom no Federal or State Income Tax will be withheld by the Department, and for whom no retirement benefits, workers' compensation protection, survivor benefit insurance, group life insurance, vacation and sick leave, liability protection, or similar benefits available to State employees will accrue.
3. State Held Harmless: The Provider will indemnify, defend, and save harmless the Department, its officers, agents and employees from any and all claims, costs, expenses, injuries, liabilities, losses and damages of every kind and description resulting from or arising out of the performance of this Contract by the Provider, its employees, agents, or subcontractors. This indemnification does not extend to a claim that results solely and directly from (i) the Department's negligence or unlawful act, or (ii) action by the Provider taken in reasonable reliance upon an instruction or direction given by an authorized person acting on behalf of the Department in accordance with this Contract. Nothing in this Contract shall be construed as a waiver of the privileges or immunities of the State, its governmental entities, or its employees.
4. Liability Insurance: For the duration of this Contract, the Provider shall procure and maintain a liability policy issued by a company fully licensed or designated as an eligible surplus line insurer to do business in this State by the Maine Department of Professional & Financial Regulation, Bureau of Insurance, which policy includes the activity to be covered by this Contract with adequate liability coverage to protect the Provider and the Department from suits. **Prior to or upon execution of this Contract, the Provider shall furnish the Department with an acceptable "Certificate of Insurance" form.**
5. Termination: This Contract may be terminated by the Department in whole, or in part, if the Department determines that such termination is in the best interest of the State. Any such termination shall be affected by delivery to the Provider of a Notice of Termination specifying the extent to which performance of the work under this Contract is terminated and the date on which such termination becomes effective. The Contract may be equitably adjusted to compensate for such termination, and modified accordingly.
6. Employment and Public Access: State of Maine contracts for services are subject to statutory conditions related to nondiscrimination in employment, 5 M.R.S. § 784, and access to public records, 5 M.R.S. § 1816-A(4). The Provider has read and does agree to the terms of these conditions.
7. Entire Contract: This Contract constitutes the entire Contract of the parties, and neither party shall be bound by any statement or representation, oral or written, not contained herein. This Contract may only be modified by a written instrument signed by both parties.