

Proposed Administrative Consent Agreement Background Summary

Subject: Paul Fecteau
Paul's Lawn Care, Inc.
PO Box 1373
Biddeford, Maine 04005

Date of Incident(s): April 30, 2011

Background Narrative: The Board received a call alleging that Fecteau made an unlicensed, commercial herbicide application to turf at the Lyman town hall. A follow-up inspection was done that included talking to both a town selectman and the alleged violator. The selectman confirmed that invoice # 3893 from Paul's Lawn Care, Inc. to the town was for an April 30, 2011, Weed N Feed herbicide application. Fecteau acknowledged to the inspector that he made this single application. All parties- the complainant, the selectman, and Fecteau, were in agreement that the town's standard practice is to hire a commercially licensed company when pesticide applications are made to turf.

Summary of Violation(s): Any person making a pesticide application that is a custom application, as defined under 22 M.R.S. § 1471-C(5-A), must be a certified commercial applicator or under the direct supervision of a certified applicator in accordance with 22 M.R.S. § 1471-D(1)(A).

Rationale for Settlement: The staff compared the violation to similar cases settled by the Board. There was no evidence to indicate that the applicator in this case made additional applications.

Attachments: Proposed Consent Agreement

STATE OF MAINE
DEPARTMENT OF AGRICULTURE, FOOD AND RURAL RESOURCES
BOARD OF PESTICIDES CONTROL

Paul Fecteau)	ADMISTRATIVE CONSENT AGREEMENT
Paul's Lawn Care, Inc.)	AND
PO Box 1373)	FINDINGS OF FACT
Biddeford, ME 04005)	

This Agreement by and between Paul's Lawn Care, Inc. (hereinafter called the "Company") and the State of Maine Board of Pesticides Control (hereinafter called the "Board") is entered into pursuant to 22 M.R.S.A. §1471-M (2)(D) and in accordance with the Enforcement Protocol adopted by the Board on September 19, 1984.

The parties to this Agreement agree as follows:

1. That the Company provides lawn care services for compensation, including in the Lyman area.
2. That on April 4, 2012, the Board received a phone call in which the caller alleged the Company made a commercial weed and feed pesticide application to the turf at the Lyman Town Hall in April of 2011 and the caller said he had an invoice confirming this.
3. In response to the call in paragraph two, a Board inspector met with Leo Ruel, a Lyman Selectman and Paul Fecteau on April 6, 2012. Fecteau confirmed at that time that his Company invoice # 3893 included a Weed N Feed pesticide application he made to the Lyman Town Hall on April 4, 2011. Fecteau told the inspector it was an Ortho Weed N Feed product to control crabgrass and he made only one application.
4. That application of any pesticide under contract or for which compensation is received is considered a custom application in accordance with 22 M.R.S.A. § 1471-C (5)(A).
5. That the application described in paragraphs two and three was a custom application pursuant to 22 M.R.S.A. § 1471-C(5-A).
6. That commercial pesticide applications may only be conducted by certified commercial applicators pursuant to 22 M.R.S.A. § 1471- D(1)(A).
7. That no one employed by the Company was certified as a commercial pesticide applicator at the time of the application described in paragraphs two and three.
8. That the actions described in paragraphs one through seven constitute a violation of 22 M.R.S.A. § 1471-D(1)(A).
9. That the Board has regulatory authority over the activities described herein.
10. 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.

11. That this Agreement shall not become effective unless and until the Board accepts it.

12. That in consideration for the release by the Board of the cause of action which the Board has against the Company resulting from the violation referred to in paragraph eight, the Company agrees to pay to the State of Maine \$250.00. (Please make checks payable to Treasurer, State of Maine.)

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

PAUL'S LAWN CARE, INC.

By: _____ Date: _____

Type or Print Name: _____

BOARD OF PESTICIDES CONTROL

By: _____ Date: _____

Henry Jennings, Director

APPROVED:

By: _____ Date: _____

Mark Randlett, Assistant Attorney General