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April 17, 2007

Michael Russo  
The Turf Doctor  
P.O. Box 873  
Portland, Maine 04104-0873

Re: **Unauthorized Application of Pesticides**

Dear Mr. Russo:

Enclosed is a copy of the signed consent agreement. This resolves the violations of Maine law arising out of The Turf Doctor's application of pesticides to the property of David Cohen in May and June, 2005. Thank you for your attention to this matter.

Sincerely,

Mark A. Randlett  
Assistant Attorney General

Enclosure

cc: **Henry Jennings**, Board of Pesticides Control

**STATE OF MAINE**  
**DEPT. OF AGRICULTURE, FOOD AND RURAL RESOURCES**  
**BOARD OF PESTICIDES CONTROL**

In the Matter of:	)	
	)	ADMINISTRATIVE CONSENT
The Turf Doctor, Inc.	)	AGREEMENT AND
	)	FINDINGS OF FACT
	)	

This Agreement by and between The Turf Doctor, Inc. (hereinafter called the "Company") and the Office of the Attorney General, on behalf of 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 and amended on September 7, 1990.

The parties to this Agreement agree as follows:

1. The Defendant performs pesticide applications to commercial and residential properties under a spray contracting firm license issued by the Board pursuant to 22 M.R.S.A. § 1471-D (1)(B).
2. In September, 2004, David Cohen of 4 Gilman Road Extension in Standish, Maine, contracted the Defendant to perform certain prepaid lawn care services, which were performed in early and late October 2004.
3. On September 22, 2004, the Defendant sent Cohen a description and pricing form outlining the services scheduled to be performed on his property. The accompanying cover letter unilaterally provided that the Defendant's services would continue from season to season and stated that changes in service needed to be in writing. The description and pricing form enclosed with the letter also unilaterally provided that the Defendant's services would continue year-to-year "until cancelled either in writing or by phone."
4. Cohen did not sign a contract or otherwise express any agreement authorizing pesticide applications to his property by the Defendant on an ongoing basis.
5. Cohen neither agreed nor intended to consent to the provision of yearly, ongoing services by the Defendant.
6. On May 3, 2005, the Defendant, acting by its employee Joseph Merrill, applied Cool Power Selective Herbicide to the turf areas surrounding the Cohen residence.

7. On May 4, 2005 Cohen called the Defendant to complain that he had received an application that had not been authorized and requested that no further applications be made to his property.

8. Defendant's President, Michael Russo, argued that Cohen signed a contract that covered 2005 applications and agreed to send a copy to Cohen. Cohen never received a copy.

9. Despite Cohen's request that the Defendant make no further pesticide applications to his property, the Defendant, acting by its employee Joseph Merrill, applied Cool Power Selective Herbicide and Greenyard Professional Fertilizer with 0.0069% Bifenthrin Insecticide to the turf areas at the Cohen residence on June 6, 2005.

10. The unauthorized June 6, 2005 application constituted the use of pesticides in a careless, negligent, or faulty manner in violation of 22 M.R.S.A. §1471-D(8)(C).

11. The Board has regulatory authority over the activities described herein.

12. 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.

13. In consideration for the release by the Board and the Attorney General of the causes of action which they have against the Company resulting from the actions described herein, the Company agrees to pay a civil penalty to the State of Maine, upon execution of this Agreement, in the sum of One Thousand Two Hundred and Fifty Dollars (\$1,250.00). (Please make check payable to Treasurer, State of Maine).


IN WITNESS WHEREOF, the parties have executed this Agreement on the dates set forth below.

THE TURF DOCTOR, INC

By:  \_\_\_\_\_  
Michael Russo, President

Dated: 4.11.07 (2)

DEPARTMENT OF THE ATTORNEY GENERAL  
AND BOARD OF PESTICIDE CONTROL

By:  \_\_\_\_\_  
Mark Randlett  
Assistant Attorney General

Dated: 4/17/07