

**From:** Jennings, Henry  
**Sent:** Thursday, June 14, 2007 4:06 PM  
**To:** Schlein, Paul B  
**Subject:** FW:

-----Original Message-----

**From:** Richard E. Stevenson, Jr. [mailto:richstevenson@Modernpest.com]  
**Sent:** Thursday, June 14, 2007 10:29 AM  
**To:** Jennings, Henry  
**Subject:**

Hi Henry,

A couple of ideas for verifying service....actually these are in use by several companies now.

- Electronic verifications; text messaging, electronic phone messaging, e-mail etc.
- Mailings; post cards, letter etc.
- Pre-payments; credit card, paper checks, cash etc.
- Traditional communications before service; phone, conversation etc.

TY, RS

**From:** Jennings, Henry  
**Sent:** Thursday, June 14, 2007 4:05 PM  
**To:** Schlein, Paul B  
**Subject:** FW: Verifiable Authorization chapter 20

-----Original Message-----

**From:** Jack Johnson [mailto:[jjohnson2@rollins.com](mailto:jjohnson2@rollins.com)]  
**Sent:** Tuesday, June 12, 2007 10:54 AM  
**To:** Richard E. Stevenson, Jr.; Gene Harrington; Christopher P. O'Neil; Dick Stevenson; Scott Stevenson; Ralph P. Blumenthal; Richard C. Berman; Richard K. Hatfield; Phil Seymour; George Williams; Goldenberg, Norman; Bob Rosenberg  
**Cc:** Jennings, Henry  
**Subject:** RE: Verifiable Authorization chapter 20

Hello all;

Orkin's customers sign an agreement for an initial period of one year. The agreement also states that it renews itself month to month thereafter until terminated by either party. Prior to every service, Automated calls are sent to every customer five days in advance than also one day in advance. We have been sucessfully using this system for three years.

*Jack Johnson*

*Branch Manager  
Orkin Pest Control  
960 Riverside St.  
Portland Me 04103  
Office (207) 878-0043  
Fax (207) 878-0048  
[jjohnson2@orkin.com](mailto:jjohnson2@orkin.com)*

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**From:** Richard E. Stevenson, Jr. [mailto:[richstevenson@Modernpest.com](mailto:richstevenson@Modernpest.com)]  
**Sent:** Fri 6/8/2007 10:44 AM  
**To:** Gene Harrington; Christopher P. O'Neil; Dick Stevenson; Scott Stevenson; Ralph P. Blumenthal; Jack Johnson; Jack Johnson; Richard C. Berman; Richard K. Hatfield; Phil Seymour; George Williams; Goldenberg, Norman; Bob Rosenberg  
**Subject:** FW: Verifiable Authorization chapter 20

Hello all;

This from Henry regarding the rule passé in chapter 20

The rule reads like this; (the underlined leaves us some flexibility, but we have to list what forms of "verifiable authorization" we can execute. Some ideas may be dated post cards before service, phone call, automated calls etc. I think we should get these suggestions in now.

## Section 6. Prohibition of Unauthorized Application of Pesticides

A. Except as provided by Chapter 20.6(D) below, no person may contract with, or otherwise engage, a pesticide applicator to make any pesticide application to property unless that person is the owner, manager, or legal occupant of the property to which the pesticide is to be applied, or that person has the consent of the owner, manager or legal occupant to enter into an agreement for pesticide applications to be made to that property. The term "legal occupant" includes tenants of rented property.

B. Except as provided by Chapter 20.6(D) below, no person may apply a pesticide to a property of another unless prior consent for the pesticide application has been obtained from the owner, manager or legal occupant of that property. The term "legal occupant" includes tenants of rented property.

C. Except as provided by Chapter 20.6(D) below, no commercial applicator may perform ongoing, periodic non-agricultural pesticide applications to a property unless:

i) there is a signed, written agreement with the property owner, manager or legal occupant that explicitly states that such pesticide applications shall continue until a termination date specified in the agreement, unless sooner terminated by the applicator or property owner, manager or legal occupant, or

ii) the commercial applicator utilizes another system of verifiable authorization approved by the Board that provides substantially equivalent assurance that the customer is aware of the services to be provided and the terms of the agreement.

D. The requirements of Chapter 20.6(A), (B) or (C) shall not apply when the pesticide application is made by or on behalf of the holder of an easement or right of way, for the purposes of maintaining such easement or right of way.

Thanks,

Rich

-----Original Message-----

From: Jennings, Henry [mailto:Henry.Jennings@maine.gov]  
Sent: Tuesday, June 05, 2007 9:59 AM  
To: Richard E. Stevenson, Jr.; rpb@atlanticpestsolutions.net  
Subject: Verifiable Authorization

Rich/Ralph:

The Board needs to develop a list of acceptable practices for verifying that ongoing customers are aware of the continuing nature of the service and that they agree to those services. The only response I've received to date seems to indicate that most companies are getting signatures now for ongoing service agreements.

I need industry folks to weigh in on this. What about the New England or National Pest Management Associations? Could they offer ideas?

Henry

**From:** Jennings, Henry  
**Sent:** Thursday, June 14, 2007 4:05 PM  
**To:** Schlein, Paul B  
**Subject:** FW: The Board Requests Your Valuable Input

-----Original Message-----

**From:** Fish, Gary  
**Sent:** Monday, June 04, 2007 11:16 AM  
**To:** Jennings, Henry  
**Subject:** FW: The Board Requests Your Valuable Input

[Verifiable authorization example below](#)

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Gary Fish  
Maine Board of Pesticides Control  
Maine YardScaping Partnership  
28 State House Station  
Augusta ME 04333-0028  
207-287-7545 Phone  
207-624-5020 Fax  
<http://www.thinkfirstspraylast.org>  
<http://www.YardScaping.org>

-----Original Message-----

**From:** Aaron Dostie 2 [mailto:a.dostie@theturfdoctor.com]  
**Sent:** Monday, June 04, 2007 6:19 AM  
**To:** Fish, Gary  
**Subject:** RE: The Board Requests Your Valuable Input

**Gary,**

**Our renewal package clearly states the customers service signature is required to renew services for the following season and changes must be made in writing. As a back up, we also call ahead any customers that have not prepaid services for the upcoming season to verify service.**

**Aaron Dostie**

## The Turf Doctor

### The Board Requests Your Valuable Input

At their February 2007 meeting, the Board adopted an amendment to Chapter 20--Special Provisions, intended to ensure that persons contracting for ongoing, periodic pesticide applications fully understand the terms of the agreement they are entering into. **Effective January 2008, commercial applicators providing such services will either have to enter into a written contract or utilize another Board-approved system of verifiable authorization.** The text of the entire regulation is below.

It is the belief of the Board that companies may already have acceptable systems of verifiable authorization in place and, accordingly, your input is solicited. Please let Board Director, Henry Jennings, know how you are presently verifying that a customer wants to continue service or how you propose to handle them (e-mail: henry.jennings@maine.gov; phone: 207-297-2731).

A compiled list of verification methods will be presented to the Board for approval. Once approved we will make the list of approved methods available to all licensed applicator companies.

*Thank you for your help!*

### Section 6. Prohibition of Unauthorized Application of Pesticides

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D. The requirements of Chapter 20.6(A), (B) or (C) shall not apply when the pesticide application is made by or on behalf of the holder of an easement or right of way, for the purposes of maintaining such easement or right of way.

\*\*\*\*\*

Gary Fish  
Maine Board of Pesticides Control  
Maine YardScaping Partnership  
28 State House Station  
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pestpro\_verauth.txt

From: Jennings, Henry  
Sent: Thursday, June 14, 2007 4:05 PM  
To: Schlein, Paul B  
Subject: FW: pest control contracts

-----Original Message-----

From: pestpro@adelphia.net [mailto:pestpro@adelphia.net]  
Sent: Wednesday, May 30, 2007 5:09 AM  
To: Jennings, Henry  
Subject: pest control contracts

Henry,

At Pest Pro Exterminating we have a twelve month contract that automatically renews each year unless written notice is given thirty days in advance before next service. There can also be a telephone call with management approval.

been of help,  
Owner

Hope this has  
Tony Campbell,



LawnService®

JUN 20 2007

June 13, 2007

Board of Pesticides  
Henry Jennings  
Augusta, ME 04333

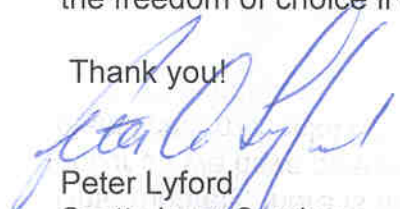
Mr Jennings,

In response to the Positive Identification article in "The Buzz" , our company currently handles proper identification practices by identifying, in addition to the street name & house number of the customer, the color and identification of the customer's house, ie: shutters/no shutters, 2 car garage, tar driveway etc. We also use the electric meter numbers as reference and have recently looked into tags to put on those meters to identify that house as a customer of our lawn care company. Whenever a technician is in doubt, he is then instructed to abort treatment until verification has been done with the homeowner.

Unfortunately, there is not ever going to be a "fool proof system" for mistakes to occur as we have seen with 2 space shuttles, however, I do agree that using identification checks can assist a technician in avoiding mistakenly treating a lawn, if we continue to use some of the techniques I have mentioned that we do currently use.

I want to state, categorically, that we are completely against using written contracts because of the nature of our business. Most of our customers are completely against committing to our lawn care services in writing. They like the freedom to change services throughout the year if needed. Most of them feel that they are "locked in" to these services by signing their name on a contract. As with many services, customers like having the freedom to change services, cancel services, or change companies in the middle of a season if they choose. Most feel that by signing a contract, it is considered "legal binding" and will loose the freedom of choice if we demand these written contracts.

Thank you!



Peter Lyford  
Scotts LawnService  
Miracle Gro Tree & Shrub  
Ortho Home Defense