Board Enforcement Case Pre-Review
Background Summary

Subject:

Orkin Exterminating Co. Inc.
960 Riverside Street
Portland, Maine 04103

Date of /Incidents: April and June 2025

Background Narrative:

On April 25, 2025, the Board received an email from a resident of Freeport, Maine, in which the resident reported that she arrived at her home that afternoon to discover an Orkin pesticide application sign in her yard. She further reported that she does not contract with Orkin for any services. In response to the complaint, on April 30, 2025, a Board inspector conducted a follow-up inspection with Board-licensed Company employees Christopher Kent and Dennis Day, in which the inspector ascertained that on April 25, 2025, Dennis Day mistakenly applied Patrol (insecticide), EPA Reg. No. 100-1066, to the residential property located at 4 Harbor Ridge Road in Freeport, Maine, instead of the intended property located at 6 Harbor Ridge Road in Freeport.

On June 25, 2025, the Board received an email from a Falmouth resident who stated that he returned home to discover an Orkin pesticide application sign at his residence. The complainant did not contract with the Company for any services. In response to the complaint, on July 3, 2025, a Board inspector conducted a follow-up inspection with Board-licensed Company employees Christopher Kent and Kaleb Kimmelman. During the course of the inspection, the inspector ascertained that on June 25, 2025, Kaleb Kimmelman mistakenly applied Patrol (insecticide), EPA Reg. No. 100-1066, to the residential property located at 124 Brook Road in Falmouth, Maine instead of the intended property located 124 Brook Road in Portland, Maine.

Summary of Violations:

CMR 01-026, ch. 20, Section 7 (A)

Commercial applicators making outdoor treatments to residential properties to implement a system, based on Board-approved methods, to positively identify the property of their customers.

01-026 CMR ch. 20, Section 6 D (2)

No person may apply a pesticide to a property of another unless prior authorization 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.

Rationale for Settlement: The Orkin Portland branch, as well as its parent company, Rollins, Inc., does not dispute the violations and has agreed to pay the fine in full. Furthermore, they have

been working directly with BPC staff to ensure compliance in the future. BPC staff believe that if Orkin utilizes the address verification methods that were discussed and submitted to BPC staff for approval, then future violations of these kind will be avoided. To avoid expensive and prolonged court proceedings, BPC staff, with the guidance of the Office of the Attorney General, negotiated this settlement with Orkin of Portland and Rollins, Inc.

Attachments: Inspection reports and photos

OCT 26 2026

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

In the Matter of:	)	ADMINISTRATIVE CONSENT
Orkin Exterminating Co. Inc.	)	AGREEMENT
960 Riverside Street	)	AND
Portland, Maine 04103	)	FINDINGS OF FACT

This Agreement by and between Orkin Exterminating Co. Inc. (hereinafter referred to as the "Company") and the State of Maine Board of Pesticides Control (hereinafter referred to as 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, as amended by the Board on December 13, 2013.

The parties to this Agreement agree as follows:

1) That the Company provides structural pest control services internationally operating out of over 400 branch offices, including one in Portland, Maine.

2) That on April 25, 2025, the Board received an email from a resident of Freeport, Maine, in which the resident reported that she arrived at her home that afternoon to discover a Company pesticide application sign on her yard. She further reported that she does not contract with the Company for any services.

3) That in response to the complaint described in Paragraph 2, on April 30, 2025, a Board inspector conducted a follow-up inspection with Board-licensed Company employees Christopher Kent and Dennis Day.

4) That during the course of the inspection described in Paragraph 3, the inspector ascertained that on April 25, 2025, Dennis Day mistakenly applied Patrol (insecticide), EPA Reg. No. 100-1066, to the residential property located at 4 Harbor Ridge Road in Freeport, Maine instead of the intended property located 6 Harbor Ridge Road.

5) That 01-026 C.M.R. ch. 20, § 7 (2024) requires commercial applicators making outdoor treatments to residential properties to implement a system, based on Board-approved methods, to positively identify the property of their customers.

6) That the Company did not implement a system to positively identify the property of their customer for the application described in Paragraph 4.

7) That the circumstances described in Paragraphs 2 through 6 constitute a violation of 01-026 C.M.R. ch. 20, § 7.

8) That 01-026 C.M.R. ch. 20, § 6(D)(2) prohibits the application of pesticides to the property of another unless prior authorization has been obtained from the owner, manager, or legal occupant of that property.

9) That the Company did not obtain prior authorization for the pesticide application described in Paragraph 4.

10) That the circumstances described in Paragraphs 8 and 9 constitute a violation of 01-026 C.M.R. ch. 20, § 6(D)(2).

11) That on June 25, 2025, the Board received an email from a Falmouth resident who stated that he returned home to discover a Company pesticide application sign at his residence. The complainant did not contract for any services from the Company.

12) That in response to the complaint described in Paragraph 11, on July 3, 2025, a Board inspector conducted a follow-up inspection with Board-licensed Company employees Christopher Kent and Kaleb Kimmelman.

13) That during the course of the inspection described in Paragraph 12, the inspector ascertained that on June 25, 2025, Kaleb Kimmelman mistakenly applied Patrol (insecticide), EPA Reg. No. 100-1066, to the residential property located at 124 Brook Road in Falmouth, Maine instead of the intended property located 124 Brook Road in Portland, Maine.

14) That 01-026 C.M.R. ch. 20, § 7 requires commercial applicators making outdoor treatments to residential properties to implement a system, based on Board-approved methods, to positively identify the property of their customers.

15) That the Company did not implement a system to positively identify the property of their customer for the application described in Paragraph 13.

16) That the circumstances described in Paragraphs 11 through 15 constitute a second violation of 01-026 C.M.R. ch. 20, § 7 within a 4-year period, pursuant to 7 M.R.S. § 616-A(2)(A)(2).

17) That 01-026 C.M.R. ch. 20, § 6(D)(2) prohibits the application of pesticides to the property of another unless prior authorization has been obtained from the owner, manager, or legal occupant of that property.

18) That the Company did not obtain prior authorization for the pesticide application described in Paragraph 13.

19) That the circumstances described in Paragraphs 17 and 18 constitute a second violation of 01-026 C.M.R. ch. 20, § 6(D)(2) within a 4-year period, pursuant to 7 M.R.S. § 616-A(2)(A)(2).

20) 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.

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

22) That in consideration for the release by the Board of the cause of action which the Board has against the Company resulting from the violations referred to in Paragraphs 7, 10, 16 and 19, the Company agree to pay a penalty to the State of Maine in the sum of $11,000, with all defenses waived by the Company. (Please make checks payable to Treasurer, State of Maine.)

23) That in the event the Company commits any future violations of 01-026 C.M.R. ch. 20, § 7, as determined by the Board staff in the normal course of compliance investigations, the Board expressly reserves its right use its authority pursuant to 22 M.R.S. § 1471-D(7) to temporarily suspend the license of the commercial operator applicator and/or commercial master applicator, as outlined in 01-026 C.M.R. ch. 20, § 7(B), pending notice and an opportunity for hearing as provided in statute. If so warranted, the Board further expressly reserves its right to seek suspension or revocation of implicated licenses and/or certifications pursuant to 22 M.R.S. § 1471-D(8).

24) The Board and OAG grant a release of their causes of actions against the Company for the specific violations cited in Paragraph 22 on the express condition that all actions listed in Paragraph 22 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 22.

25) 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 22 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, as well as the pursuit of other remedies, including those pursuant to 14 M.R.S. § 3138.

26) By signing and executing this Agreement, the Company knowingly, voluntarily, intentionally, permanently, and irrevocably waives any and all defenses related to the enforcement of this Agreement, including the enforcement of this Agreement as a final administrative order and a money judgment pursuant to 14 M.R.S. § 3138, and expressly agrees that it will not assert:

a) Any claim or defense that the Company's obligations under this Agreement are illegal, invalid, or otherwise unenforceable;

b) Any claim or defense pertaining to any payment obligation;

c) Any claim or defense pertaining to the timing and efficacy of notice and/or process regarding this Agreement and the Board's enforcement of the terms of this Agreement; and/or

d) Any other circumstance which might otherwise constitute a defense available to, or a discharge of any obligation of, the Company with respect to this Agreement.

27) 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.

28) 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.

29) 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 4 pages.

ORKIN EXTERMINATING CO. INC.

By: _____ Date: 10/13/2026

Type or Print Name: William Siegel

BOARD OF PESTICIDES CONTROL

By: _____ Date: _____
Alexander Peacock, Director

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