

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

In the Matter of:)	ADMINISTRATIVE CONSENT
Province Lake Golf Enterprises, Inc.)	AGREEMENT
18 Mountain Road)	AND
Parsonsfield, Maine 04047)	FINDINGS OF FACT

This Agreement by and between Province Lake Golf Club (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 amended by the Board on December 13, 2013.

The parties to this Agreement agree as follows:

1. That the Company is a registered business corporation within the State of Maine and operates as a traditional golf course.
2. That in March of 2022, the Board received a phone call from the former licensed commercial master applicator for the Company in which the caller explained that he was no longer employed with the Company as of November 2020.
3. That on March 31, 2022, a Board inspector visited the Company to conduct a follow-up inspection.
4. That during the course of the inspection described in Paragraph 3, the inspector determined that the Company did not have any personnel licensed as a master commercial applicator during 2021. The inspector further determined that Company employees had made pesticide applications to the golf course on 18 separate days during 2021.
5. That pesticide applications made at a golf course are considered commercial applications pursuant to 22 M.R.S. § 1471-C(5) and (5-A), which require Board licensure pursuant to 22 M.R.S. § 1471-D(1).
6. That 01-026 C.M.R. Ch. 31, § 1(E) requires that any company making commercial pesticide applications to have at least one employee licensed as a commercial master applicator.
7. That the Company did not have any personnel licensed as a commercial master applicator during 2021.
8. That the circumstances described in Paragraphs 1 through 7 constitute at least 18 violations of 01-026 C.M.R. ch. 31, § 1(E) and 22 M.R.S. § 1471-D(1)(A).

9. 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.
10. That this Agreement shall not become effective unless and until the Board accepts it.
11. That in consideration for the release by the Board and the OAG of the causes of action which the Board and the OAG each has against the Company resulting from the violations referred to in Paragraph 8, the Company agrees to pay a penalty to the State of Maine in the sum of \$1,800.00, with \$1,300.00 of the penalty suspended provided that the Company does not commit any violations of Federal or State of Maine pesticide law over a two-year period beginning on the effective date of this Agreement. The suspension of the penalty was offered due to the Company quickly becoming complaint shortly after the inspection. The unsuspended portion of the penalty, \$500, shall be paid by December 31, 2025. (Please make checks payable to Treasurer, State of Maine.)
12. That in the event the Company fails to make a payment as described in Paragraph 11 of this Agreement, the remaining unsuspended portion and the suspended portion of the penalty as described in Paragraph 11 of this Agreement becomes immediately due and payable.
13. That in the event the Company commits any violations of Federal or State of Maine pesticide law—as determined by Board staff in the normal course of compliance investigations—over the two-year period beginning on the effective date of this Agreement, the suspended portion of the penalty becomes immediately due and payable.
14. The Board and OAG grant a release of their causes of actions against the Company for the specific violations cited in Paragraph 11 on the express condition that all actions listed in Paragraph 11 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 11.
15. 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 14 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.
 - 1) 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.

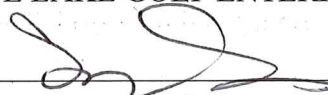
16. Nothing in this Agreement shall be construed to be a relinquishment of the Board's or OAG's powers under Titles 7 and 22 of the Maine Revised Statutes against the Company for any other violations other than those expressly listed in this Agreement.

17. 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.

18. 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 three pages.

PROVINCE LAKE GOLF ENTERPRISES, INC.

By:  _____ Date: 12/18/25

Type or Print Name: Sammie Beckwith

BOARD OF PESTICIDES CONTROL

By:  _____ Date: 3/17/2026
Alexander Peacock, Director

APPROVED:

By:  _____ Date: 3/19/26
Carey Gustanski, Assistant Attorney General