AUG 18 2026

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

In the Matter of: David Ayaya 85 Penn Avenue Portland, Maine 04103	))))	ADMINISTRATIVE CONSENT AGREEMENT AND FINDINGS OF FACT

This Agreement by and between David Ayaya (hereinafter referred to as the "Landlord") 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 Landlord manages an apartment building located at 57 Edgecomb Road in Lisbon Falls, Maine.

2. That on August 11, 2025, a tenant of the building described in Paragraph 1 contacted the Board and voiced concerns upon viewing home camera footage of the Landlord entering her apartment and spraying an unknown substance along the juncture of the floor and baseboard. The tenant called her landlord, who stated he was spraying for cockroaches because the contracted pest control company had cancelled the scheduled service. The Landlord subsequently sent smartphone screenshots depicting 2 insecticides that he applied in the caller's residence, which included Sniper 1000EC DDVP (no EPA Reg. No.) and Eliminator Ant, Roach and Spider Killer, EPA Reg. No. 11623-46-59144.

3. That as a result of the complaint described in Paragraph 2, and based on a review of the Sniper 1000 EC DDVP label, the Board's Director and Toxicologist promptly called the complainant and advised that occupants both apartments vacate the apartments until the apartments could be professionally cleaned and properly ventilated.

4. That in response to the complaint described in Paragraph 2, on August 12, 2025, a Board inspector met with the complainant to obtain specific details about her observations, to collect site information and documentation of the pesticide applications and products used.

5. That on August 13, 2025, a Board inspector conducted a follow-up inspection with the Landlord, David Ayaya.

6. That during the course of the inspection described in Paragraph 5, the inspector ascertained that the Landlord applied the Sniper 1000EC DDVP undiluted using a 1-quart plastic hand spray bottle to the baseboards in the kitchen and laundry areas at both apartments in the

building. The Landlord further stated that he also applied Eliminator Ant, Roach and Spider Killer, EPA Reg. No. 11623-46-59144 to baseboard areas in both apartments.

7. That during the course of the inspection described in Paragraph 5, the inspector ascertained that the Landlord had purchased the Sniper 1000 EC DDVP in the Bronx, New York, from a company doing business as Adon Distribution, Inc.

8. That review of the available information relating to the Sniper 1000 EC DDVP revealed that:
   a) The product is not registered by the United States Environmental Protection Agency;
   b) The labeling information found on the product container possessed by the Landlord states that the product was manufactured in China and distributed by a company from Nigeria.
   c) The labeling information found on the product container possessed by the Landlord states, "A contact and fumigant acting insecticide for control of a wide range of insect pests in grain storage warehouses as well as rapid knockdown of insect pest in field and vegetable crops."
   d) The labeling information found on the product container possessed by the Landlord bears a skull and crossbones graphic.
   e) The labeling information found on the product container possessed by the Landlord states the product contains 1000 grams of DDVP per liter, which is equal to 100 percent active ingredient.

9. That Board regulation, 01-026, ch. 20, Section 1(B) states that, "the use of any pesticide not registered by the Maine Board of Pesticides Control in accordance with Title 7 M.R.S.A. §601 is prohibited except as otherwise provided in this chapter or by FIFRA, Section 2(ee)."

10. That Sniper 1000 EC DDVP that the Landlord acknowledged applying to the complainant's apartment was not registered by the Board.

11. That the circumstances described in Paragraphs 1 through 10 constitutes a violation of 01-026, ch. 20, Section 1(B).

12. That 7 U.S.C. § 136j(a)(2)(G) and 7 M.R.S. § 606(2)(B) prohibit the use or supervision of such use of a pesticide inconsistent with its label.

13. That the label for Sniper 1000 EC DDVP only allows the product to be used for insect pests in grain storage warehouses as well as rapid knockdown of insect pests in field and vegetable crops.

14. That the Landlord applied the Sniper 1000 EC DDVP inside an occupied residence to the juncture of the floors and the baseboards.

15. That Sniper 1000 EC DDVP does not allow for any residential uses.

16. That the circumstances described in Paragraphs 12 through 15 constitute violations of 7 U.S.C. § 136j(a)(2)(G) and 7 M.R.S. § 606(2)(B).

17. That 01-026, ch. 10, Section 2(P)(2)(b) defines "property open to use by the public" to include occupied apartments.

18. That 22 M.R.S. § 1471-C(5-A) defines a pesticide application to "property open to use by the public" as a "custom application."

19. That 22 M.R.S. § 1471-C(5) defines a person who uses general-use pesticides in a "custom application" as a "commercial applicator."

20. That 22 M.R.S. § 1471-D(1)(A) states that "No commercial applicator may use or supervise the use of any pesticide within the State without prior certification from the board, provided that a competent person who is not certified may use such a pesticide under the direct supervision of a certified applicator."

21. That the Landlord was not certified by the Board prior to pesticide applications described in Paragraph 6; nor was the Landlord using pesticides under the direct supervision of certified applicator.

22. That the circumstances described in Paragraphs 17 through 21 constitute a violation of 22 M.R.S. § 1471-D (1) (A).

23. That the active ingredient of Sniper 1000 EC DDVP, dichlorvos, is classified by the United States Environmental Protection Agency as an organophosphate insecticide.

24. That Sniper 1000 EC DDVP has a concentration of 100 percent active ingredient dichlorvos.

25. That the Landlord applied Sniper 1000 EC DDVP undiluted to the juncture of the floors and the baseboards in both apartments in the building located at 57 Edgecomb Road in Lisbon Falls, Maine.

26. That the United States Environmental Protection Agency prohibits the use of all organophosphates in residential spaces except for uses relating to directly treating pets and for use as a slow-release solid strips in unoccupied spaces.

27. That the circumstances described in Paragraphs 23 through 26 demonstrate that the Landlord used or supervised the use of pesticides applied in a careless, negligent or faulty manner or in a manner which is potentially harmful to the public health.

28. That, as of the dates of the conduct described herein, "[a] person may not violate [Title 7, part 2, chapter 103, subchapter 2-A] or a rule adopted pursuant to [Title 7, part 2, chapter 103, subchapter 2-A] or Title 22, chapter 258-A or a rule adopted pursuant to Title 22, chapter 258-A." 7 M.R.S. § 616-A(2)(A) (2025), *amended by* P.L. 2025, ch. 292, § 1 (effective Sep. 24, 2025).

29. That, as of the dates of the conduct described herein, violation of the Board's statutes or rules was subject to a fine of not more than $1,500 per violation. 7 M.R.S. § 616-A(2)(A)(1)

(2025), *amended by* P.L. 2025, ch. 292, § 1 (effective Sep. 24, 2025).

30. That the Landlord 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.

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

32. That in consideration for the release by the Board of the cause of action which the Board has against the Landlord resulting from the violations referred to in Paragraphs 11, 16 and 22, the Landlord agrees to pay a penalty to the State of Maine in the sum of $3,000.00, with $2,000 of the penalty suspended, provided the Landlord does not commit any violations of Federal or State of Maine pesticide rules or laws over a five-year period beginning on the effective date of the effective date of this Agreement. The unsuspended portion of the penalty, $1,000, shall be paid within 15 days from date of effectiveness of agreement? by check or money order. (Please make checks payable to Treasurer, State of Maine.)

33. That in the event the Landlord commits any violations of Federal or State of Maine pesticide rules or laws – as determined by Board staff in response to any future complaints about the Landlord – over the five-year period beginning on the effective date of this Agreement, the suspended portion of the penalty becomes immediately due and payable, in addition to any new fines that the Board may levy on future violations by the Landlord.

34. The Board and OAG grant a release of their causes of actions against the Landlord for the specific violations cited in Paragraph 32 on the express condition that all actions listed in Paragraph 32 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 Landlord has completed its obligations pursuant to Paragraph 32.

35. 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 34 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.

36. By signing and executing this Agreement, the Landlord 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 Landlord'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 Landlord with respect to this Agreement.

37. 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 Landlord for any other violations other than those expressly listed in this Agreement.

38. 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.

39. 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 5 pages.

DAVID AYAYA

By: AYAYA Date: 08/10/2026

Type or Print Name: DAVID AYAYA

BOARD OF PESTICIDES CONTROL

By: Alexander Peacock Date: 8/21/2026
Alexander Peacock, Director

APPROVED:
By: Date: 9/1/26
Carey Gustanski, Assistant Attorney General