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Affirmative Action/Equal Opportunity Employer

STATE OF CONNECTICUT

VS

CONSENT ORDER NUMBER
COWSPST12-063

Issue Date February 4 2013

ANTHONY BRUCKNER
DBA/TARGET PEST CONTROL, LLC

A. With the agreement of Anthony Bruckner dba/Target Pest Control, LLC ("Respondent"), the Commissioner of Energy & Environmental Protection ("the Commissioner") finds:

1. Respondent is registered as a commercial pesticide application business with the Commissioner of Energy & Environmental Protection as Target Pest Control.
2. Respondent is registered with the Secretary of the State of Connecticut as Target Pest Control, LLC with a principal place of business at 5 Knox Street in Enfield, Connecticut. Anthony Bruckner is indicated as the sole Member of the business.
3. Between 1/31/06 and 3/26/12, Respondent performed commercial applications of pesticides on numerous dates with an expired commercial pesticide supervisor certification issued by the Commissioner of Energy and Environmental Protection.
4. Between 9/1/05 and 3/30/12, Respondent engaged in the operation of a commercial pesticide application business with an expired certificate of registration issued by the Commissioner of Energy and Environmental Protection.
5. Between 2/1/06 and 3/26/12, Respondent engaged in the operation of a commercial pesticide application business without first employing a certified commercial pesticide supervisor.
6. Respondent failed to submit annual pesticide use summaries for calendar years 1/1/00 through 12/31/05.
7. Between 9/1/05 and 3/30/12, Respondent refused to comply with the requirements set forth in Connecticut General Statutes Chapter 441 Pesticide Control, including requirements for certification and business registration issued by the Commissioner of Energy and Environmental Protection, employment of a commercial pesticide supervisor and submission of annual pesticide use summaries.

By virtue of the above, Respondent has violated sections 22a-61(d), 22a-66c(a), 22a-66f, 22a-58(d), 22a-66e(a)(10) and 22a-61(f)(1)(F) of the Connecticut General Statutes.

B. With the agreement of Respondent, the Commissioner, acting under §22a-6, §22a-61(f), §22a-63(e), §22a-66h and §22a-66d of the Connecticut General Statutes, orders Respondent as follows:

1. Effective immediately upon issuance of this consent order, Respondent shall take all steps necessary to comply with all applicable provisions of Chapter 441 governing Pesticide Control of the Connecticut General Statutes and regulations promulgated thereunder and shall maintain such compliance.
2. In the event that the Respondent fails to comply with the terms of this order, Respondent agrees to surrender his commercial pesticide application business registration upon the Commissioner's demand, waiving his right to request a hearing as provided for under Rules of Practice Section 22a-3a-5(d).
3. The Respondent may not re-apply for commercial pesticide application business registration for a period of five (5) years from the date of the Commissioner's demand to surrender such registration.
4. Full compliance. Respondent shall not be considered in full compliance with this consent order until all actions required by this consent order have been completed as approved and to the Commissioner's satisfaction.
5. Civil penalty. Respondent shall pay a penalty of \$1,250.00 in two installments as the total civil penalty to be sought by the Commissioner for those, and only those, violations described in paragraphs A.3 through A.7 of this consent order. Payment of the two installments shall be as follows; \$625.00 on or before 4/30/2013 and \$625.00 on or before 6/30/2013.
6. Payment of penalties. Payment of penalties under this consent order shall be mailed or personally delivered to the Department of Energy and Environmental Protection, Bureau of Financial and Support Services, Accounts Receivable Office, 79 Elm Street, Hartford, CT 06106-5127, and shall be by certified or bank check payable to the "Connecticut Department of Energy and Environmental Protection." The check shall state on its face, "BMMCA, Pesticide Program civil penalty, consent order COWSPST12-063."
7. Supplemental Environmental Project.

In addition to the civil penalty referenced in paragraph B.5, Respondent has agreed to undertake the following supplemental environmental project(s) ("SEP(s)") requiring an expenditure of at least three thousand seven-hundred fifty dollars (\$3,750.00), which is the total estimated cost as determined by the Commissioner for all SEPs required under this paragraph, or make payment(s) as follows:

 - a. Respondent shall perform each SEP identified and described in Attachment A to this consent order in accordance with the project proposal prepared by the Respondent on 1/24/13. Respondent shall perform each such SEP in accordance with the schedule approved by the Commissioner, and shall obtain any federal, state or local permit or approval necessary to carry out such SEP.
 - b. If Respondent fails to fully perform any SEP in accordance with paragraph B.7.a., Respondent shall immediately notify the Commissioner in writing of such noncompliance and shall, upon written request by the Commissioner, remit a payment equal to: the total estimated cost, as determined by the Commissioner, of all such SEP(s); plus either \$2,500 or 10% of such total estimated cost, whichever is greater. Within fourteen (14) days after the date of the Commissioner's written request, Respondent shall make such payment in accordance with the remittance procedures for unexpended SEP funds in subparagraph B.7.e. of this consent order.
 - c. On or before ninety (90) days after the date of issuance of this consent order, Respondent shall submit written progress reports to the Commissioner in accordance with the schedule approved by the Commissioner. Each progress report shall include the following information: Respondent's progress in performing each SEP including tasks performed to date, a complete accounting of actual project costs incurred to date, planning for the

remaining project tasks to be performed, significant activities or findings related to the project, and any other reasonable information requested by the Commissioner for the purpose of evaluating Respondent's progress in performing the SEP(s).

d. On or before thirty (30) days after completion of each SEP, Respondent shall submit for the Commissioner's review and written approval a comprehensive final report that certifies completion of such SEP. Such final report shall include, at a minimum, a narrative history of the project, detailed explanation of its design and implementation, summary of any data collected, complete final accounting of actual project costs including receipts for out-of-pocket costs, and a discussion of environmental benefits resulting from the SEP.

e. Should the Commissioner determine that the actual cost to the Respondent of any fully completed SEP is less than the estimated cost, as determined by the Commissioner, of such SEP, Respondent shall pay the difference between such actual cost and the estimated cost to the Commissioner as unexpended SEP funds. The Commissioner shall notify the Respondent in writing of the amount of any such unexpended SEP funds that are due. Respondent shall, within fourteen (14) days after the date of such written notice, remit the full amount of the unexpended SEP funds. Payment of unexpended SEP funds shall be by certified or bank check payable to the "Connecticut Department of Energy and Environmental Protection" and the check shall state on its face "Statewide SEP Account, Consent Order No. COWSPST12-063." Respondent shall mail or personally deliver such payment to the Department of Energy and Environmental Protection, Bureau of Financial and Support Services, Accounts Receivable Office, 79 Elm Street, Hartford, Connecticut 06106-5127.

f. If and when Respondent disseminates any publicity, including but not limited to any press releases regarding funding a SEP, Respondent shall include a statement that such funding is in partial settlement of an enforcement action brought by the Commissioner.

g. Respondent shall not claim or represent that any SEP payment made pursuant to this consent order constitutes an ordinary business expense or charitable contribution or any other type of tax deductible expense, and Respondent shall not seek or obtain any other tax benefit such as a tax credit as a result of the payment under this paragraph.

8. Approvals. Respondent shall use best efforts to submit to the Commissioner all documents required by this consent order in a complete and approvable form. If the Commissioner notifies Respondent that any document or other action is deficient, and does not approve it with conditions or modifications, it is deemed disapproved, and Respondent shall correct the deficiencies and resubmit it within the time specified by the Commissioner or, if no time is specified by the Commissioner, within 30 days of the Commissioner's notice of deficiencies. In approving any document or other action under this consent order, the Commissioner may approve the document or other action as submitted or performed or with such conditions or modifications as the Commissioner deems necessary to carry out the purposes of this consent order. Nothing in this paragraph shall excuse noncompliance or delay.

9. Definitions. As used in this consent order, "Commissioner" means the Commissioner or a representative of the Commissioner.

10. Dates. The date of "issuance" of this consent order is the date the consent order is deposited in the U.S. mail or personally delivered, whichever is earlier. The date of submission to the Commissioner of any document required by this consent order shall be the date such document is received by the Commissioner. The date of any notice by the Commissioner under this consent order, including but not limited to notice of approval or disapproval of any document or other action, shall be the date such notice is deposited in the U.S. mail or is

personally delivered, whichever is earlier. Except as otherwise specified in this consent order, the word "day" as used in this consent order means calendar day. Any document or action which is required by this consent order to be submitted or performed by a date which falls on a Saturday, Sunday or a Connecticut or federal holiday shall be submitted or performed by the next day which is not a Saturday, Sunday or Connecticut or federal holiday.

11. Noncompliance. This consent order is a final order of the Commissioner with respect to the matters addressed herein, and is non-appealable and immediately enforceable. Failure to comply with this consent order may subject Respondent to an injunction and penalties.

12. False statements. Any false statement in any information submitted pursuant to this consent order may be punishable as a criminal offense under §53a-157b of the Connecticut General Statutes and any other applicable law.

13. Notice of transfer; liability of Respondent. Until Respondent has fully complied with this consent order, Respondent shall notify the Commissioner in writing no later than 15 days after transferring all or any portion of the facility, the operations, the site or the business which is the subject of this consent order or after obtaining a new mailing or location address. Respondent's obligations under this consent order shall not be affected by the passage of title to any property to any other person or municipality.

14. Commissioner's powers. Except as provided hereinabove with respect to payment of civil penalties, nothing in this consent order shall affect the Commissioner's authority to institute any proceeding or take any other action to prevent or abate violations of law, prevent or abate pollution, recover costs and natural resource damages, and to impose penalties for past, present, or future violations of law. If at any time the Commissioner determines that the actions taken by Respondent pursuant to this consent order have not successfully corrected all violations, fully characterized the extent or degree of any pollution, or successfully abated or prevented pollution, the Commissioner may institute any proceeding to require Respondent to undertake further investigation or further action to prevent or abate violations or pollution.

15. Respondent's obligations under law. Nothing in this consent order shall relieve Respondent of other obligations under applicable federal, state and local law.

16. No assurance by Commissioner. No provision of this consent order and no action or inaction by the Commissioner shall be construed to constitute an assurance by the Commissioner that the actions taken by Respondent pursuant to this consent order will result in compliance [or prevent or abate pollution].

17. Access to site. Any representative of the Department of Energy and Environmental Protection may enter Respondent's place of business without prior notice for the purposes of monitoring and enforcing the actions required or allowed by this consent order.

18. No effect on rights of other persons. This consent order neither creates nor affects any rights of persons or municipalities that are not parties to this consent order.

19. Notice to Commissioner of changes. Within 15 days of the date Respondent becomes aware of a change in any information submitted to the Commissioner under this consent order, or that any such information was inaccurate or misleading or that any relevant information was omitted, Respondent shall submit the correct or omitted information to the Commissioner.

20. Notification of noncompliance. In the event that Respondent becomes aware that it did not or may not comply, or did not or may not comply on time, with any requirement of this consent order or of any document required hereunder, Respondent shall immediately notify by telephone the individual identified in the next paragraph and shall take all reasonable steps to ensure that any noncompliance or delay is avoided or, if unavoidable, is minimized to the greatest extent possible. Within five (5) days of the initial notice, Respondent shall submit in writing the date, time, and duration of the noncompliance and the reasons for the noncompliance or delay and propose, for the review and written approval of the Commissioner, dates by which compliance will be achieved, and Respondent shall comply with any dates which may be approved in writing by the Commissioner. Notification by Respondent shall not excuse noncompliance or delay, and the Commissioner's approval of any compliance dates proposed shall not excuse noncompliance or delay unless specifically so stated by the Commissioner in writing.

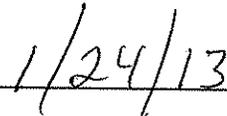
21. Submission of documents. Any document required to be submitted to the Commissioner under this consent order shall, unless otherwise specified in this consent order or in writing by the Commissioner, be directed to:

Diane Jorsey, Environmental Analyst
Department of Energy and Environmental Protection
Bureau of Materials Management & Compliance Assurance
Pesticide Management Program
79 Elm Street
Hartford, Connecticut 06106-5127

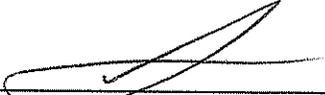
Respondent consents to the issuance of this consent order without further notice. The undersigned certifies that he is fully authorized to enter into this consent order and to legally bind the Respondent to the terms and conditions of the consent order.

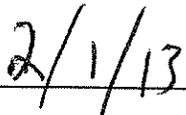
ANTHONY BRUCKNER
dba/Target Pest Control, LLC

BY: 
Anthony Bruckner
MEMBER


Date

Issued as a final order of the Commissioner of Energy and Environmental Protection.


Macky McCleary
Deputy Commissioner


Date

Attachment A - Description of Supplemental Environmental Project
Anthony Bruckner dba/Target Pest Control COWSPST 12-063

The Respondent will develop a comprehensive Integrated Pest Management (IPM) program for the Full Gospel Interdenominational Church including the office building, dining hall and mission warehouse located in Manchester, Connecticut. The goal of IPM is to deliver effective pest control while at the same time reducing the volume and toxicity of pesticides used and human and environmental exposure to pesticides. IPM is a process for achieving long term, environmentally sound pest control through the use of a wide variety of technological and management practices. Control techniques will include a combination of pest monitoring, good sanitation practices, education, appropriate solid waste management, building maintenance, alternative physical, mechanical, and biological pest control, and the use of pesticides when warranted according to a predetermined hierarchy of pest management choices, formulations, and application techniques, which will minimize the exposure and potential risk to people and the environment.

The Respondent will furnish all labor, materials and equipment necessary to accomplish the surveillance, trapping, and pesticide application components of the IPM program. The Respondent will also provide detailed, site-specific recommendations for structural and procedural modifications necessary to achieve pest prevention.

Pests Included and Excluded

The Respondent adequately suppress indoor populations of rats, mice, cockroaches, ants including carpenter ants as occasional invaders, winged termite swarmers emerging indoors, incidental/occasional invaders entering from out-of-doors, and flies and other arthropod pests not specifically excluded from the contract. Populations of these pests that are located immediately outside of the specified buildings and pose a possible infestation problem to the specified buildings are included.

Populations of the following pests will be specifically *excluded and considered special services*;

- Birds, bats, snakes and all other vertebrates other than commensal rodents;
- Termites, carpenter ants nesting within structures and other wood-destroying organisms;
- Mosquitoes and other free flying insects originating out of doors;
- Pests that primarily feed on outdoor vegetation;
- Fleas and ticks.
- Bed bugs

Initial Inspection

- The Respondent will conduct a thorough, initial inspection of each building or site to identify problem areas and any equipment, structural features, or management practices that are contributing to pest infestations. The initial inspection shall be conducted by a certified commercial supervisory applicator.

Pest Control Plan

- The Respondent will develop Pest Control Plan for each building following the initial inspection.
- The Pest Control Plan shall consist of five parts:
 - (1) Proposed methods for control, including labels and Material Safety Data sheets (MSDS sheets) for all pesticides to be used. A list of types of rodent bait boxes, insect and rodent trapping devices, pest monitoring devices, and any other control devices or equipment should also be included;

- (2) A proposed pest population level referred to as a predetermined tolerance threshold, if thresholds exist for the targeted pest;
- (3) A service schedule for each building or site;
- (4) A description of any structural or operational changes that would facilitate the pest control effort;
- (5) A copy of the Commercial Pesticide Applicator Certificate for every individual who will be performing on-site service as part of the project.
- It shall be the Respondent's responsibility to carry out work according to the approved Pest Control Plan for each building.

Pesticide Application

- The Respondent will not apply any pesticide product that has not been included in the Pest Control Plan.
- Pesticide application will be according to need and not by schedule. As a general rule, application of pesticides in any area inside or outside the premises shall not occur unless visual inspections or monitoring devices indicate the presence of pests in that specific area.
- Preventive pesticide treatments of areas determined to be at high risk for infestation by insects or rodents, through inspection at the onset of the program or as part of a maintenance program, may be acceptable.

Structural/Procedural Recommendations

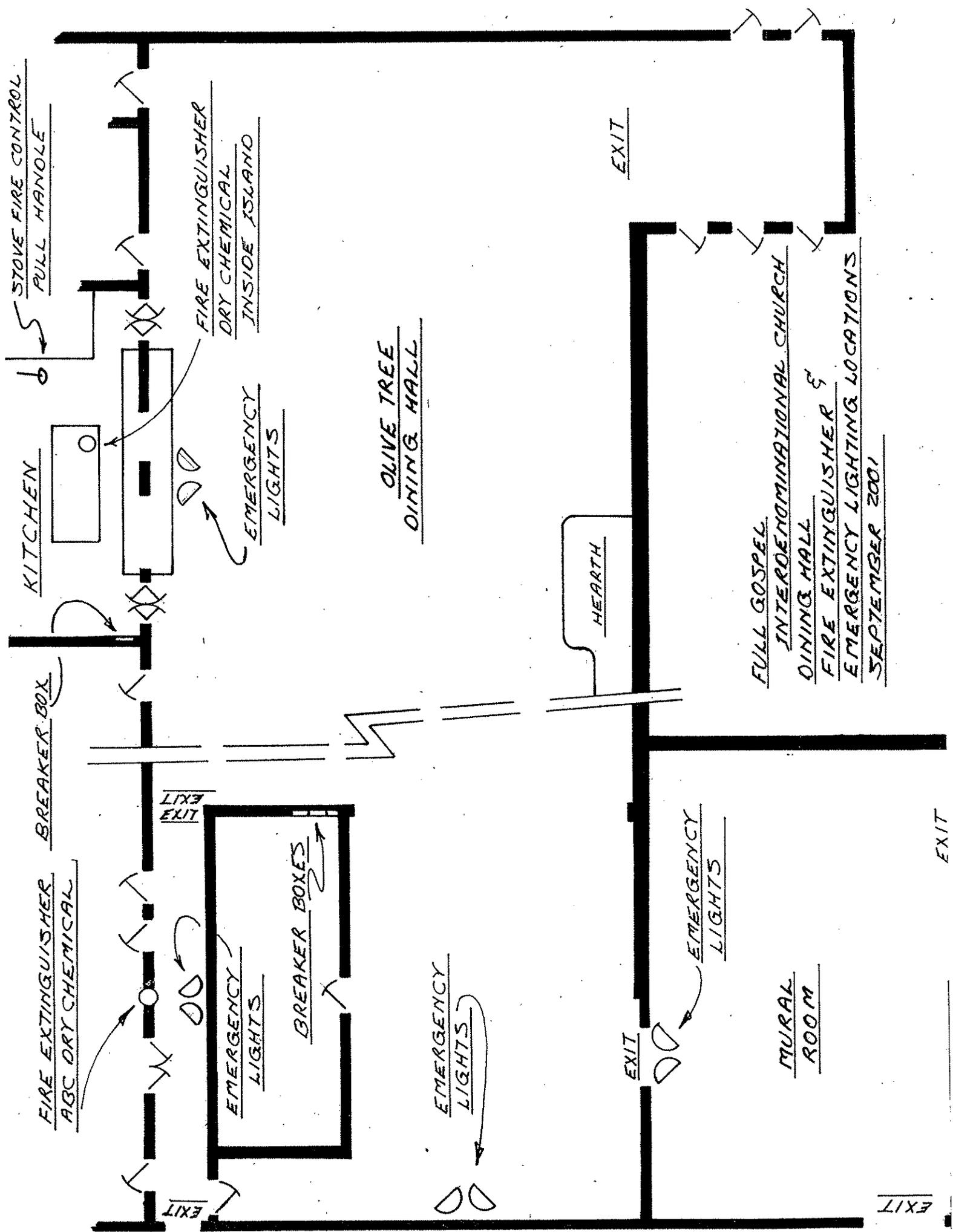
- Structural modifications for pest control, including the application of caulk and other sealing materials will not be the responsibility of the Respondent. However, throughout the term of this project, the Respondent will be responsible for providing the church with written communication regarding any structural, sanitary, or procedural modifications deemed necessary to eliminate pest food, water, harborage, or access.

Record Keeping

- The Respondent will be responsible for maintaining a pest control logbook or file for each building specified. These records shall be kept in the office of the church and maintained on each visit by the Respondent.
- Each logbook or file shall contain at least the following items:
 - (1) A copy of the Pest Control Plan for the building or site, including labels and MSDS sheets for all pesticides used in the building, and the Contractor's service schedule for the building;
 - (2) The Pest Control Work and Inspection Report forms will be used to advise the Respondent of routine service requests and to document the performance of all work, including emergency work. This includes all the information on pesticide applications required by the Connecticut Pesticide Control Act. Upon completion of a service visit to the building, the Respondent will complete, sign and date the form, and return it to the logbook or file on the same or succeeding day of the services rendered.

Estimated Value

- The estimated value of the project is calculated at \$312.50 per month for twelve months for a total value of **\$3,750.00**



STOVE FIRE CONTROL
PULL HANDLE

KITCHEN

BREAKER BOX

FIRE EXTINGUISHER
ABC DRY CHEMICAL

EXIT

EMERGENCY
LIGHTS

BREAKER BOXES

EMERGENCY
LIGHTS

OLIVE TREE
DINING HALL

HEARTH

EXIT

EMERGENCY
LIGHTS

EXIT

FULL GOSPEL
INTERDENOMINATIONAL CHURCH
DINING HALL
FIRE EXTINGUISHER &
EMERGENCY LIGHTING LOCATIONS
SEPTEMBER 2001

MURAL
ROOM

EXIT

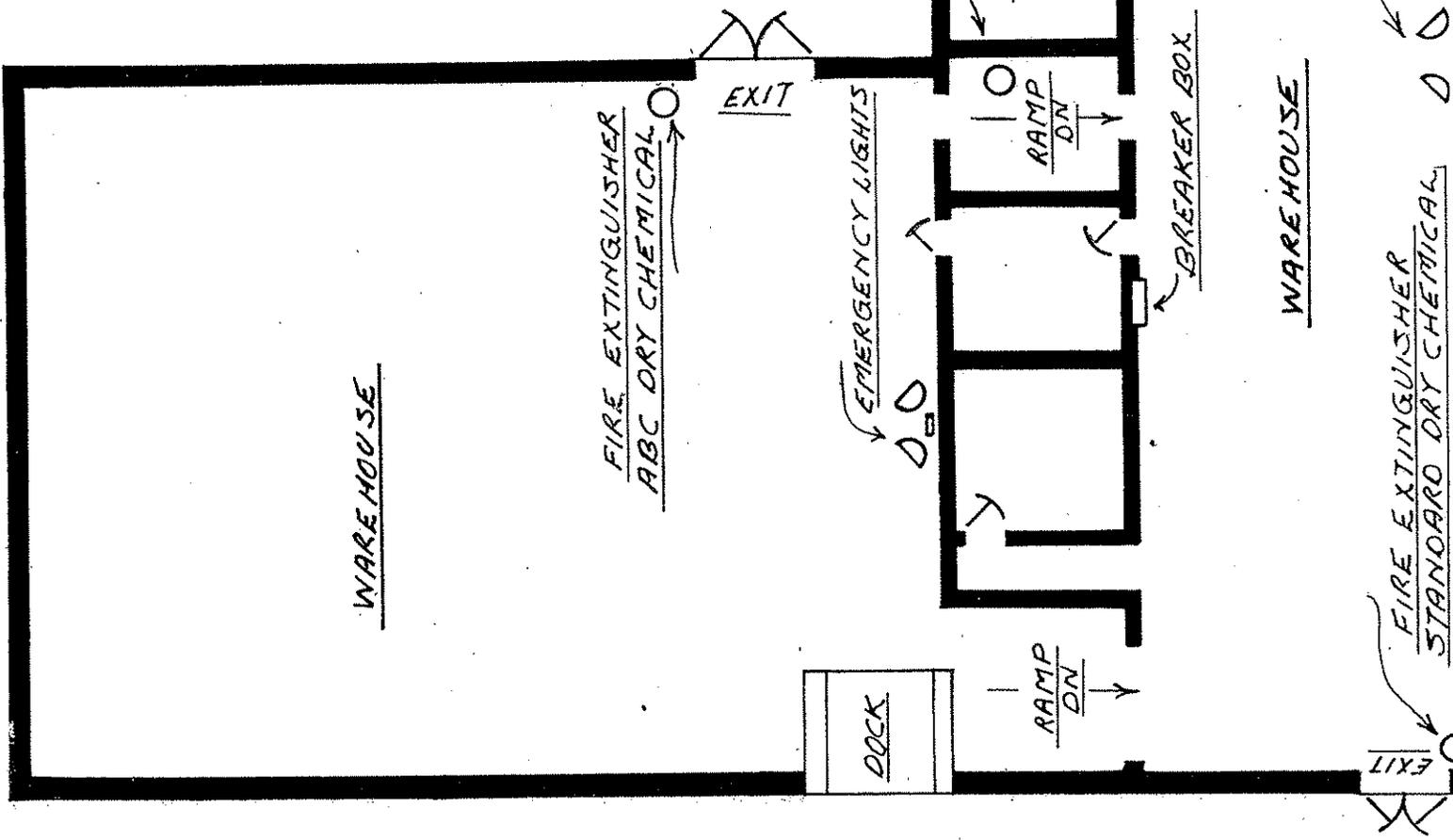
EXIT

FIRE EXTINGUISHER
DRY CHEMICAL
INSIDE ISLAND

EMERGENCY
LIGHTS

WORLD WIDE LIGHTHOUSE MISSIONS
WAREHOUSE
FIRE EXTINGUISHER & EMERGENCY
LIGHTING LOCATIONS
SEPTEMBER 2001

WAREHOUSE



FIRE EXTINGUISHER
ABC DRY CHEMICAL

FIRE EXTINGUISHER
PRESSURE H2O

FIRE EXTINGUISHER
ABC DRY CHEMICAL

FIRE EXTINGUISHER
STANDARD DRY CHEMICAL

EMERGENCY LIGHTS

FIRE HOSE

ELECTRICAL
CABINET

BREAKER
BOX

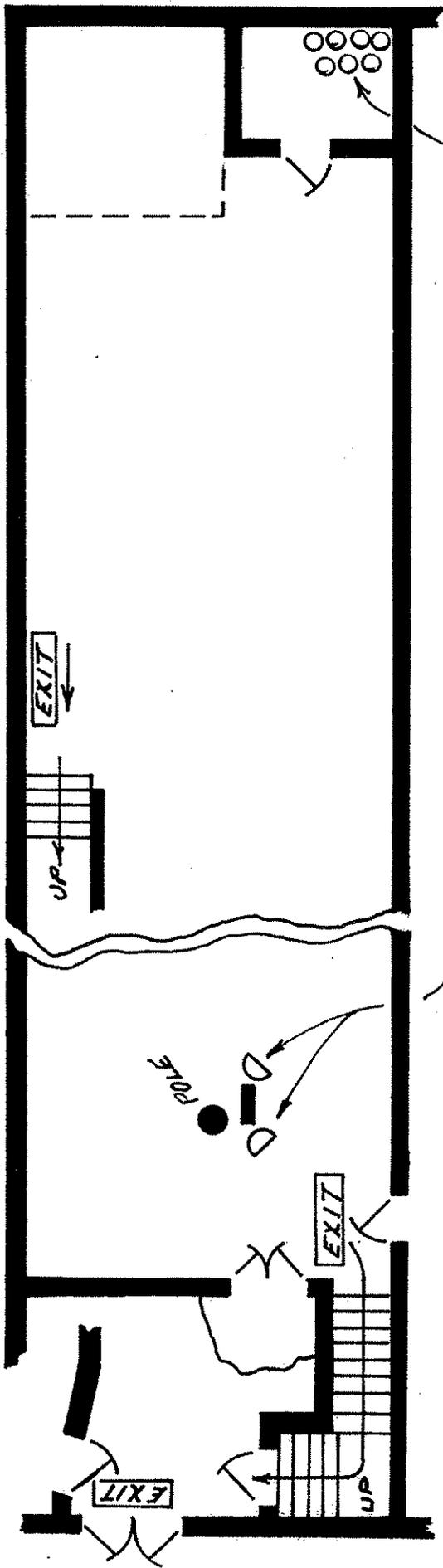
EXIT

EXIT

EXIT

BREAKER BOX

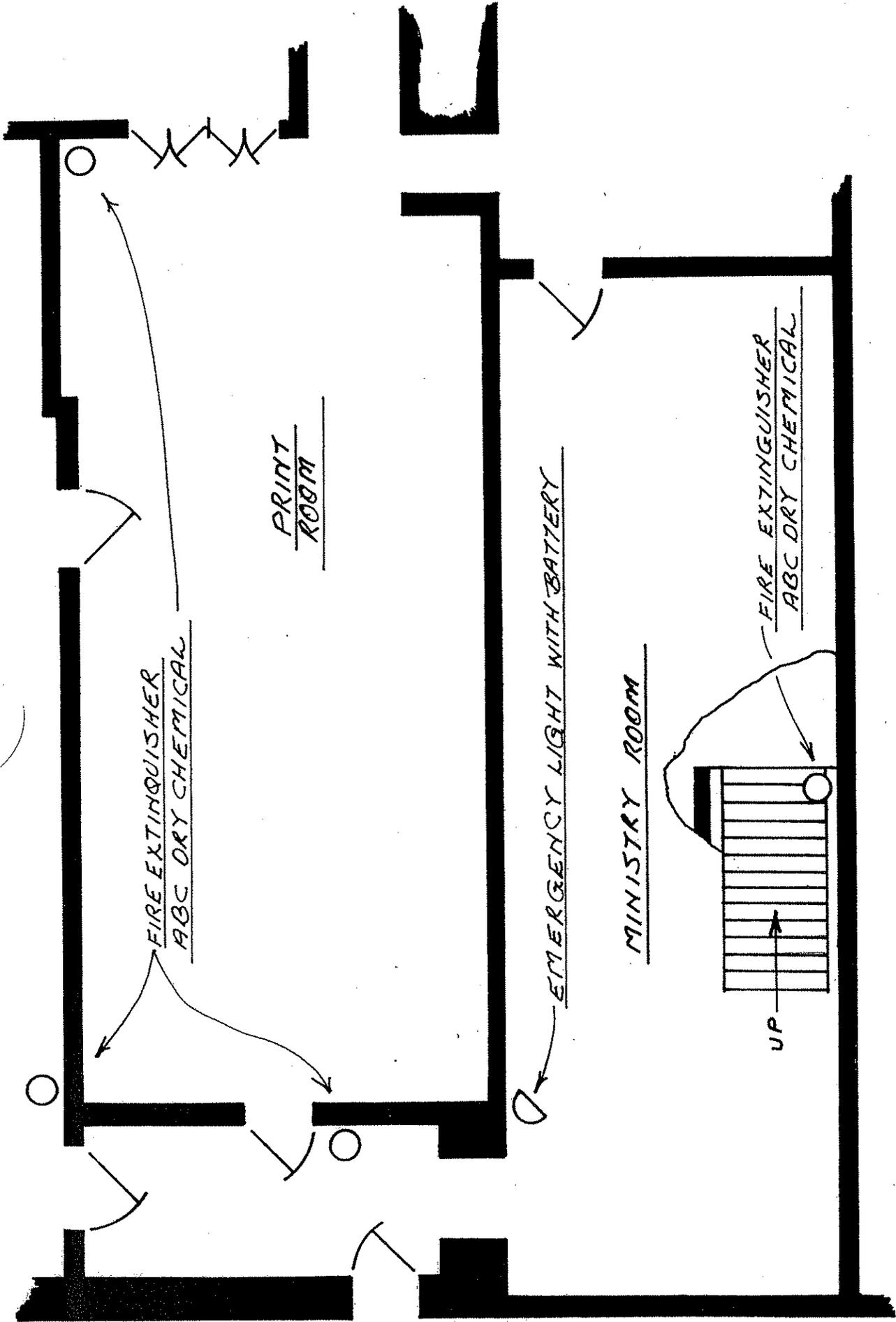
WAREHOUSE



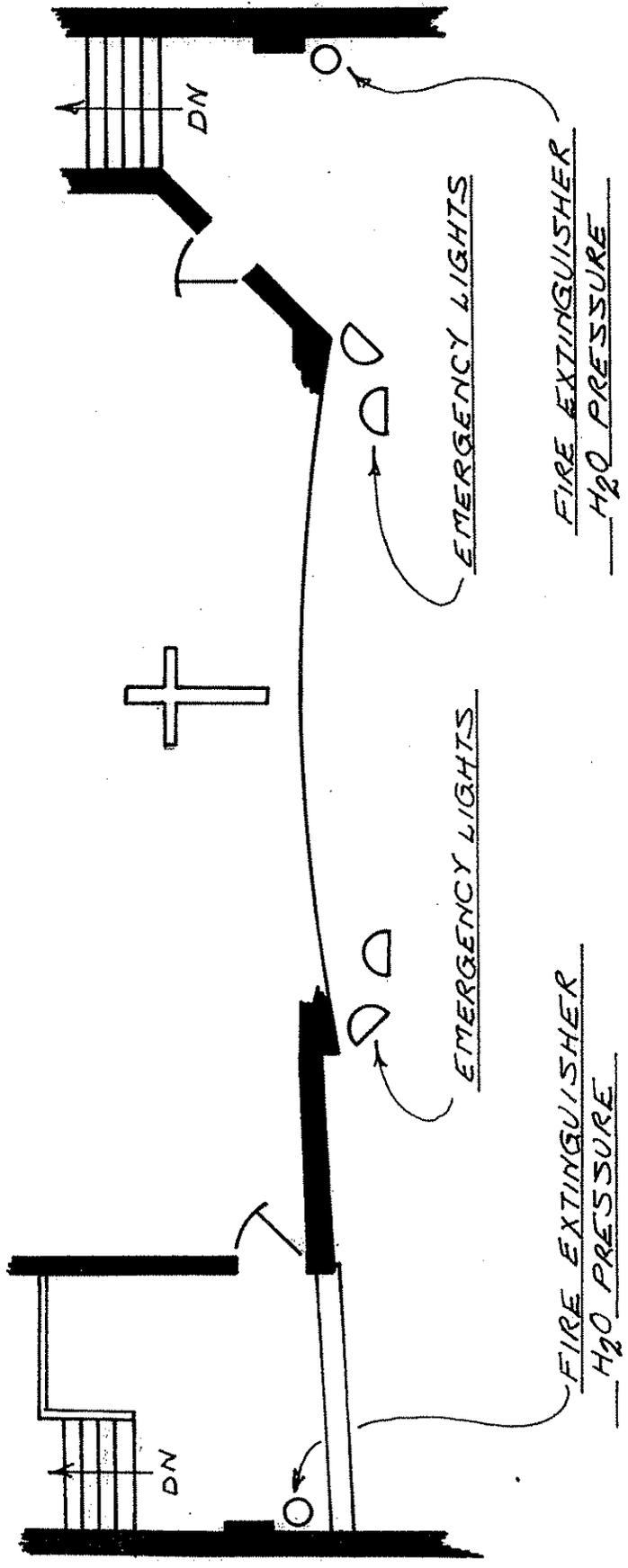
FIRE EXTINGUISHERS
EXPIRED DATE 7 CO.

EMERGENCY LIGHTS

WORLD WIDE LIGHTHOUSE MISSIONS
FIRE EXTINGUISHER & EMERGENCY LIGHTING LOCATIONS
LOWER LEVEL CLOTHES ROOM
AUGUST 2001

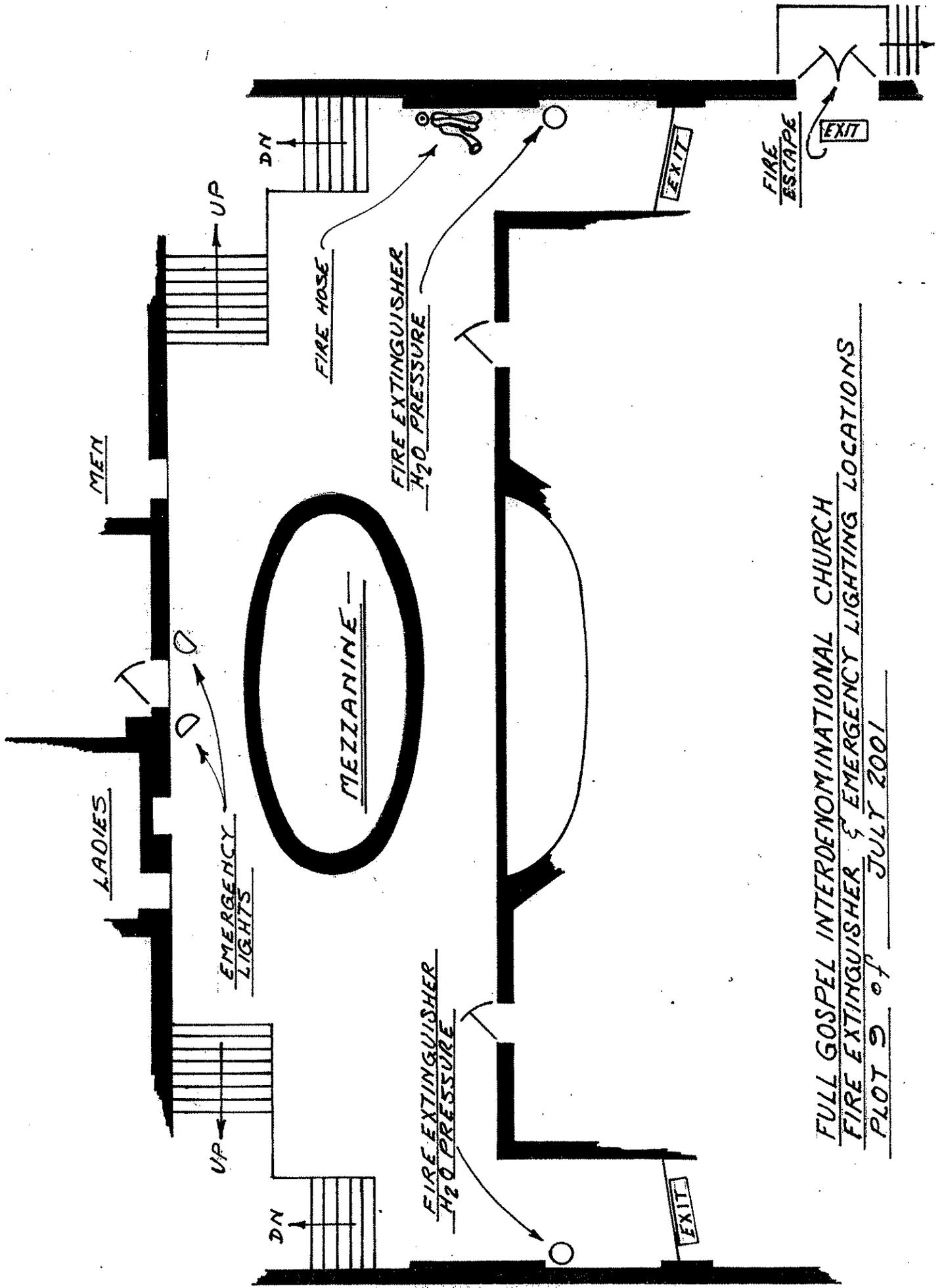


FULL GOSPEL INTERDENOMINATIONAL CHURCH
FIRE EXTINGUISHER & EMERGENCY LIGHTING LOCATIONS
PAGE 11 of JULY 2001

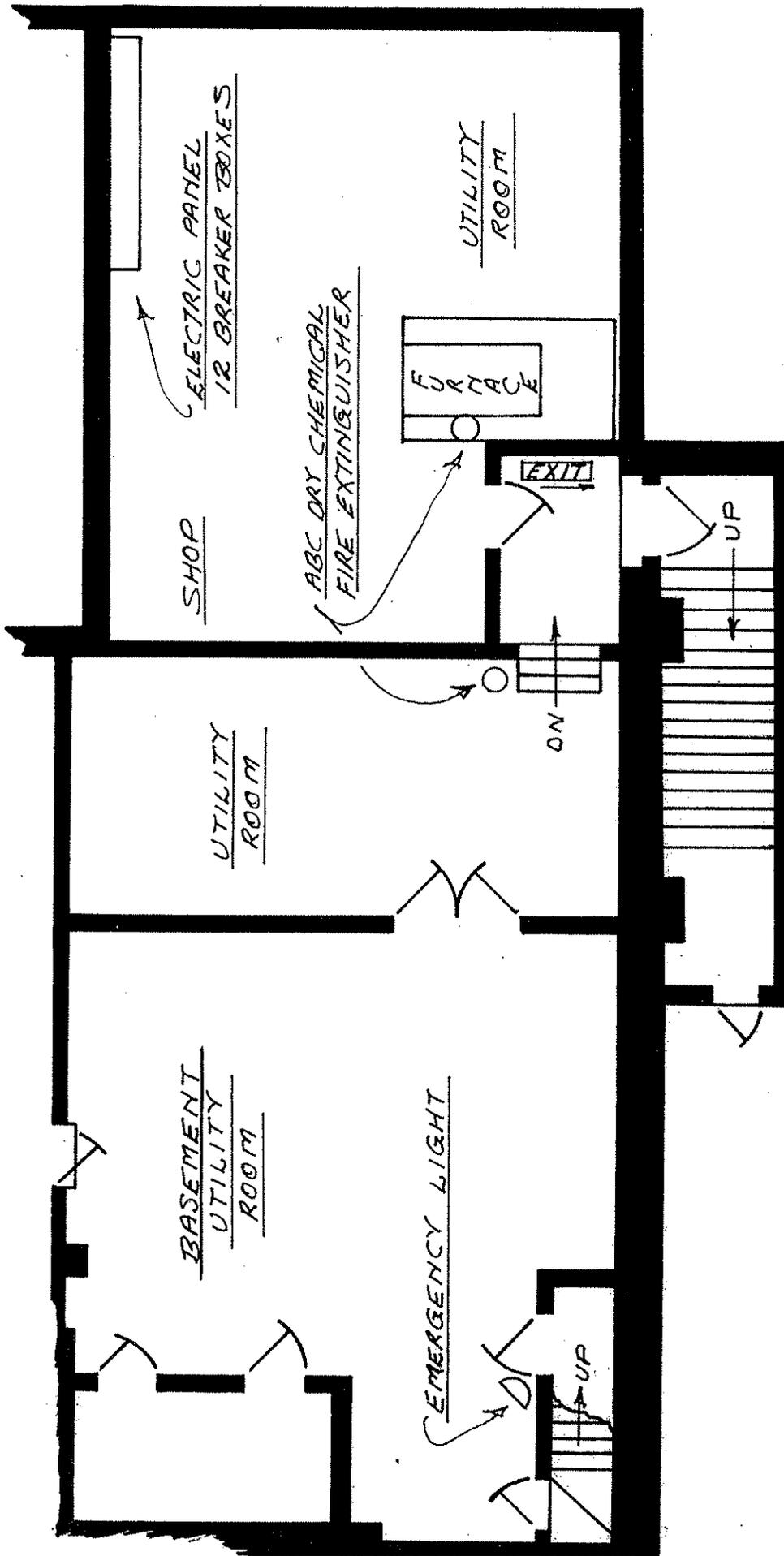


UPPER BALCONY

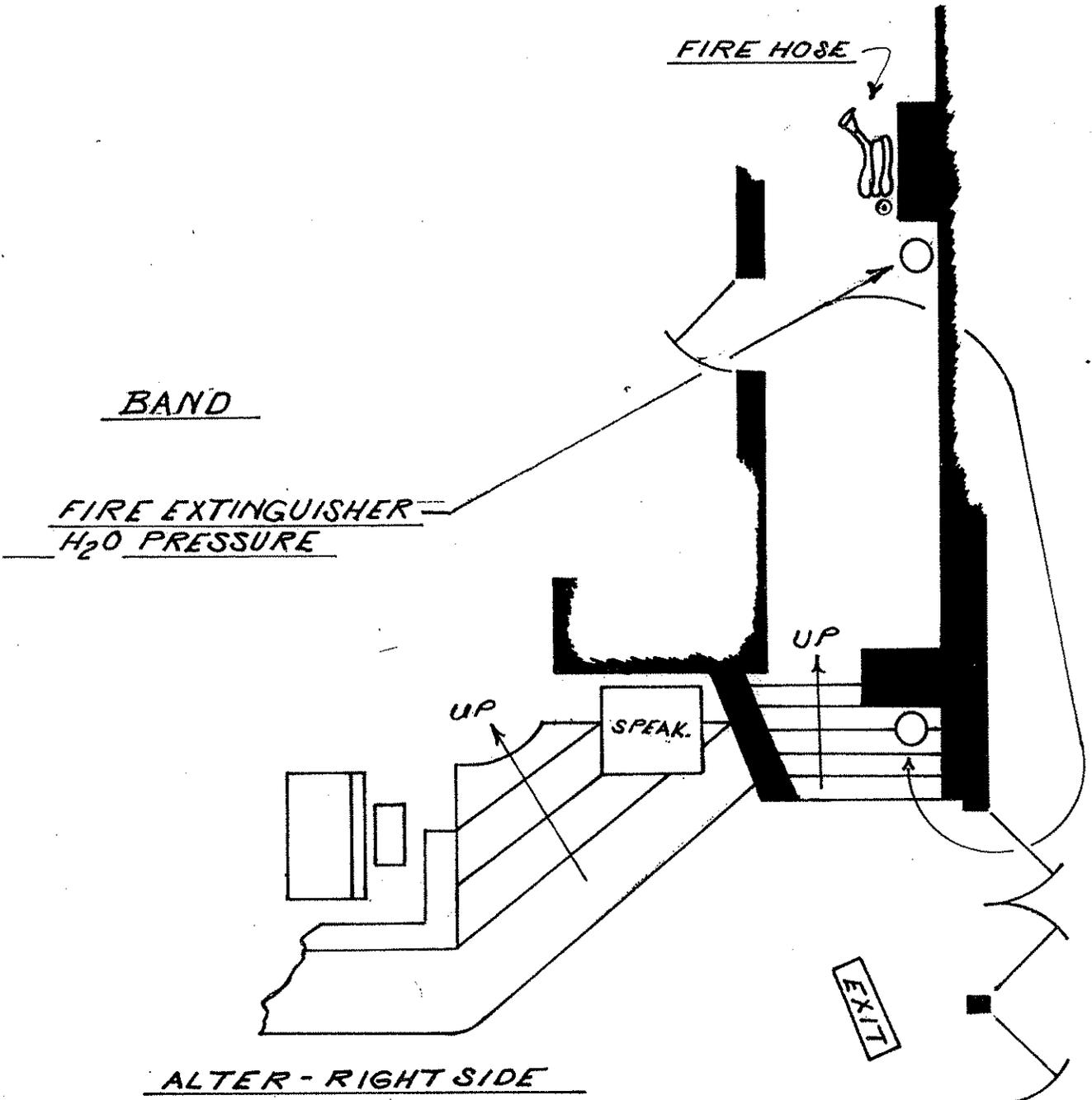
FULL GOSPEL INTERDENOMINATIONAL CHURCH
FIRE EXTINGUISHER & EMERGENCY LIGHTING LOCATIONS
PL07 10 of JULY 2001



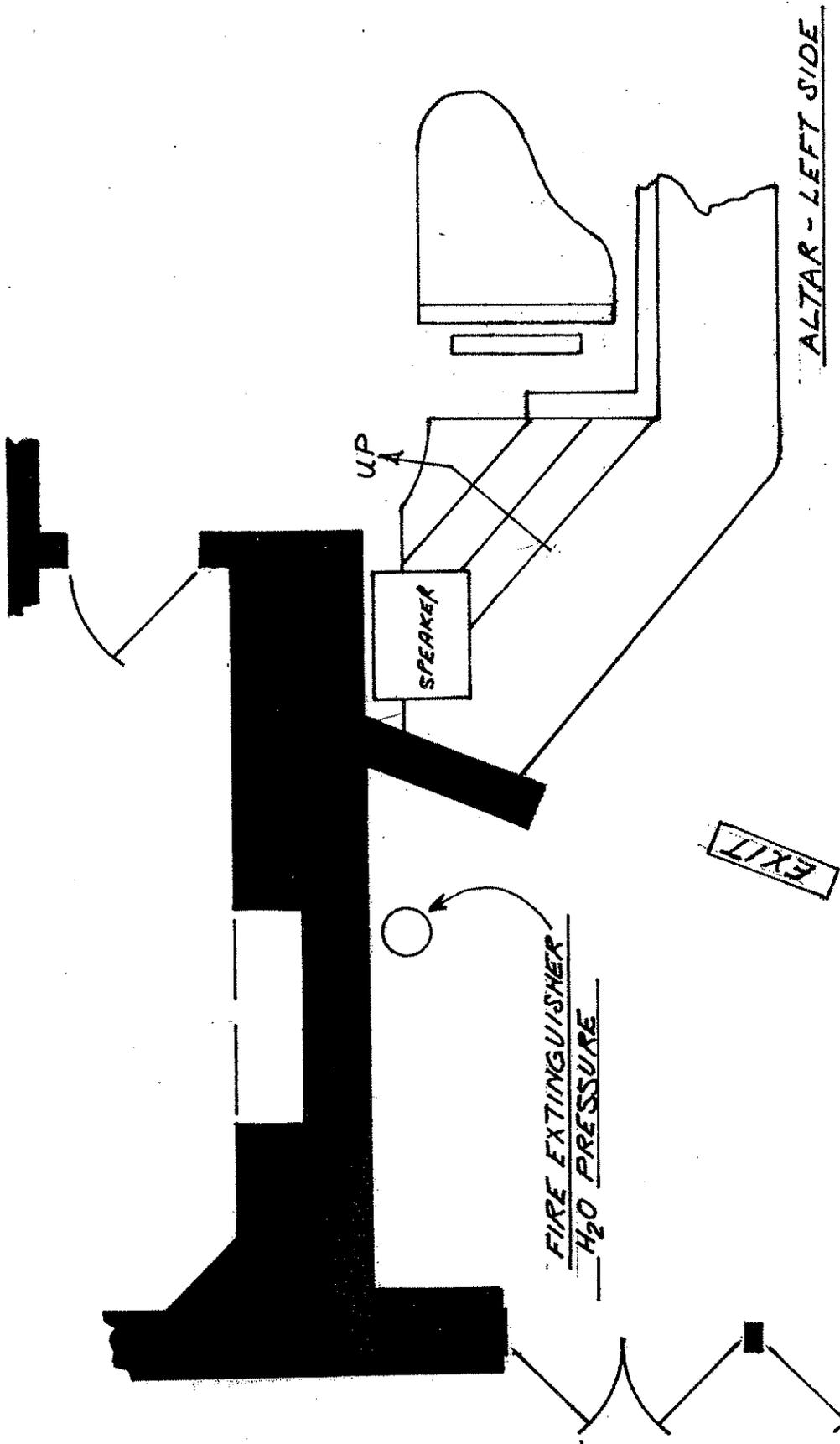
FULL GOSPEL INTERDENOMINATIONAL CHURCH
FIRE EXTINGUISHER & EMERGENCY LIGHTING LOCATIONS
PLOT 9 of JULY 2001



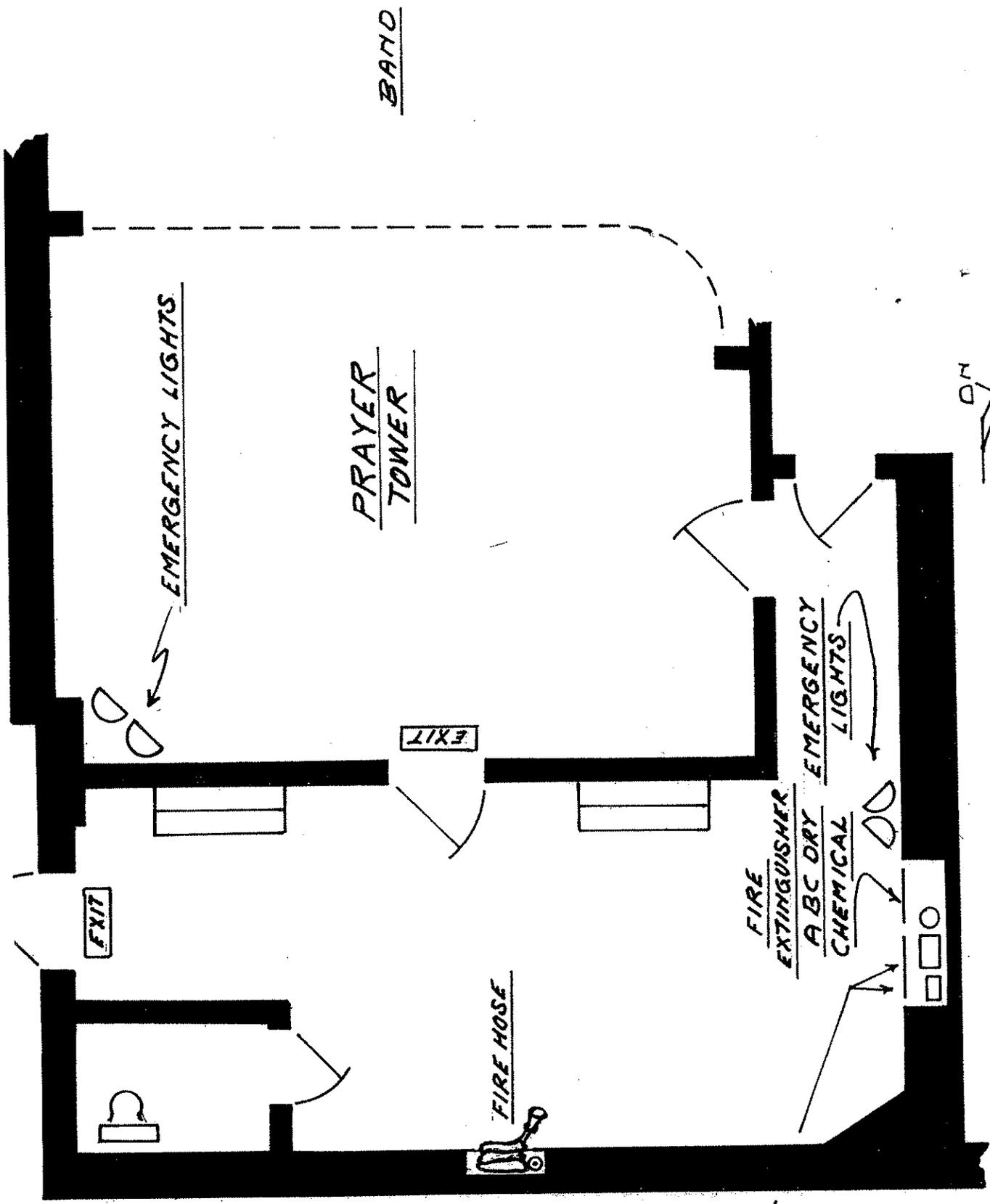
FULL GOSPEL INTERDENOMINATIONAL CHURCH
FIRE EXTINGUISHER & EMERGENCY LIGHTING LOCATIONS
PLOT 8 of JULY 2001



FULL GOSPEL INTERDENOMINATIONAL CHURCH
FIRE EXTINGUISHER & EMERGENCY
LIGHTING LOCATIONS
PLOT 7 of JUNE 2001



FULL GOSPEL
INTERDENOMINATIONAL CHURCH
FIRE EXTINGUISHER &
EMERGENCY LIGHTING LOCATIONS
PLOT 6 of JUNE 2001



BAND

PRAYER
TOWER

EMERGENCY LIGHTS

EXIT

EXIT

FIRE HOSE

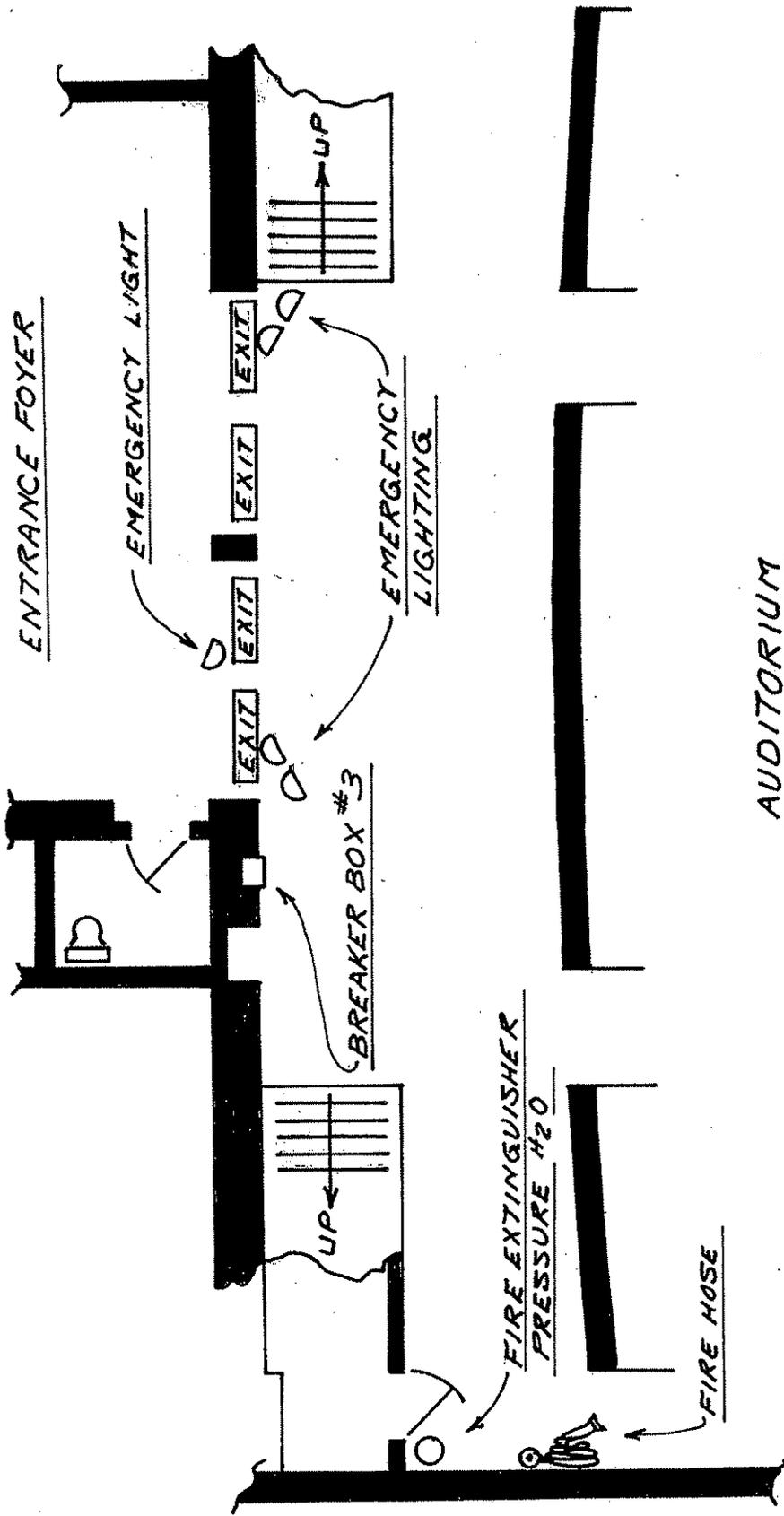
FIRE
EXTINGUISHER
ABC DRY
CHEMICAL

EMERGENCY
LIGHTS

CIRCUIT
BREAKER
BOX #4
BOX #5

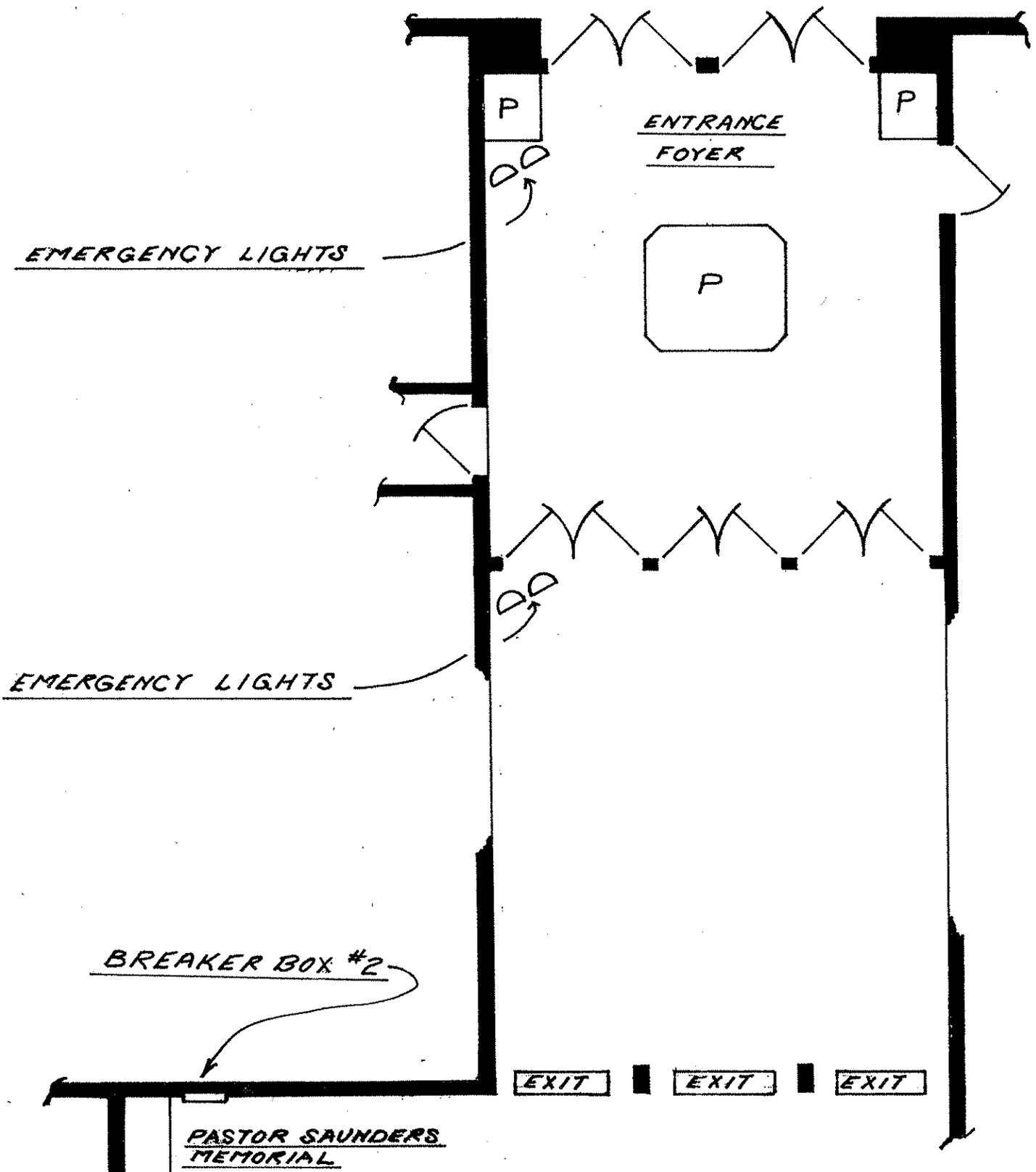
ON

FULL GOSPEL INTERDENOMINATIONAL CHURCH
FIRE EXTINGUISHER & EMERGENCY LIGHTING LOCATIONS
PLOT 5 of JUNE 2001



FULL GOSPEL INTERDENOMINATIONAL CHURCH
FIRE EXTINGUISHER & EMERGENCY LIGHTING LOCATIONS
PLOT 4 of MAY 2001

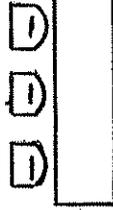
MAIN STREET



FULL GOSPEL INTERDENOMINATIONAL CHURCH
FIRE EXTINGUISHER & EMERGENCY LIGHTING LOC.
PLOT 3 of MAY 2001

NURSERY

AUDITORIUM



EMERGENCY LIGHT

BISSELL HALL FOYER

FIRE EXTINGUISHER
H2O PRESSURE

MAINTENANCE
ROOM

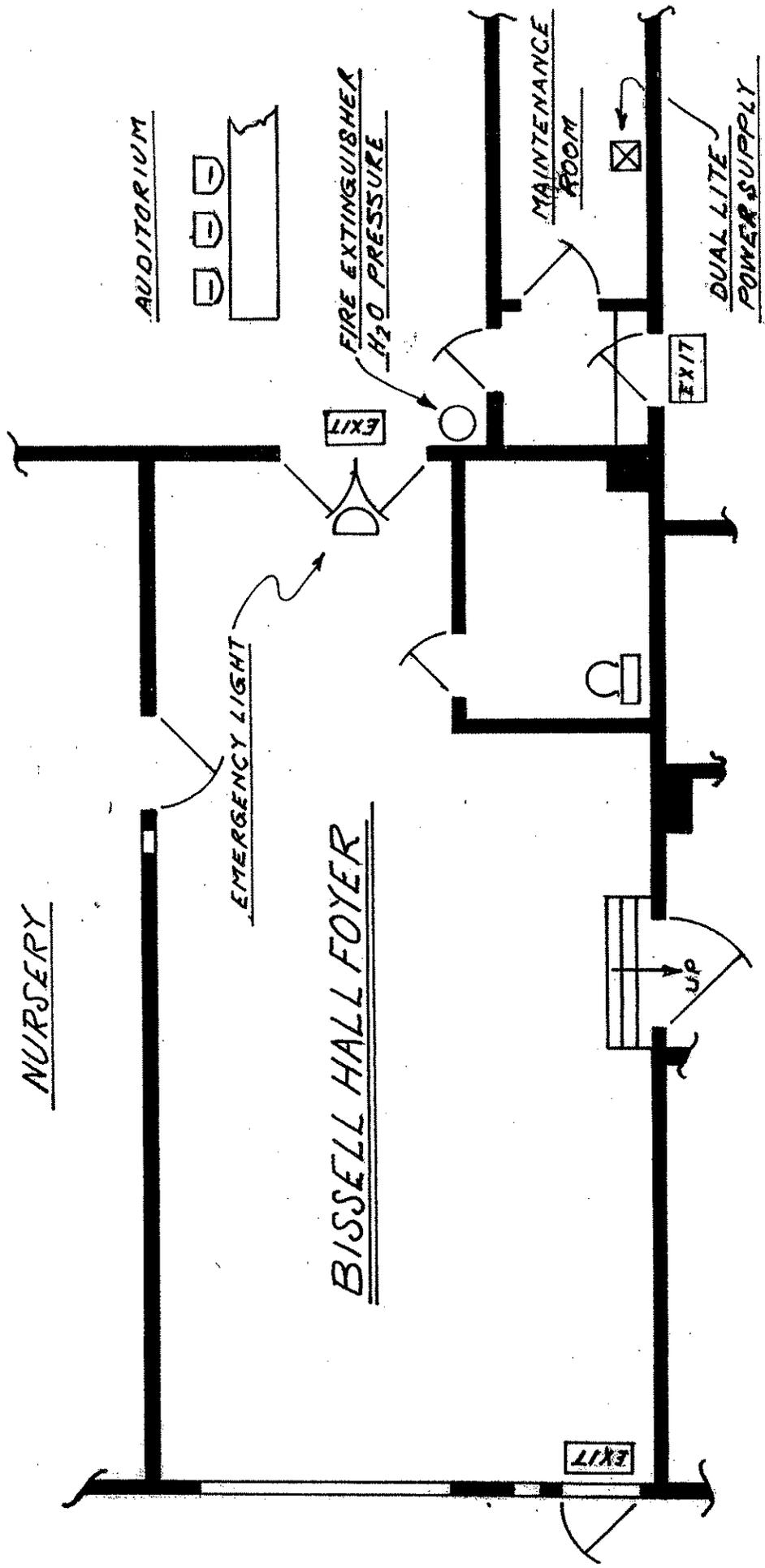
DUAL LITE
POWER SUPPLY

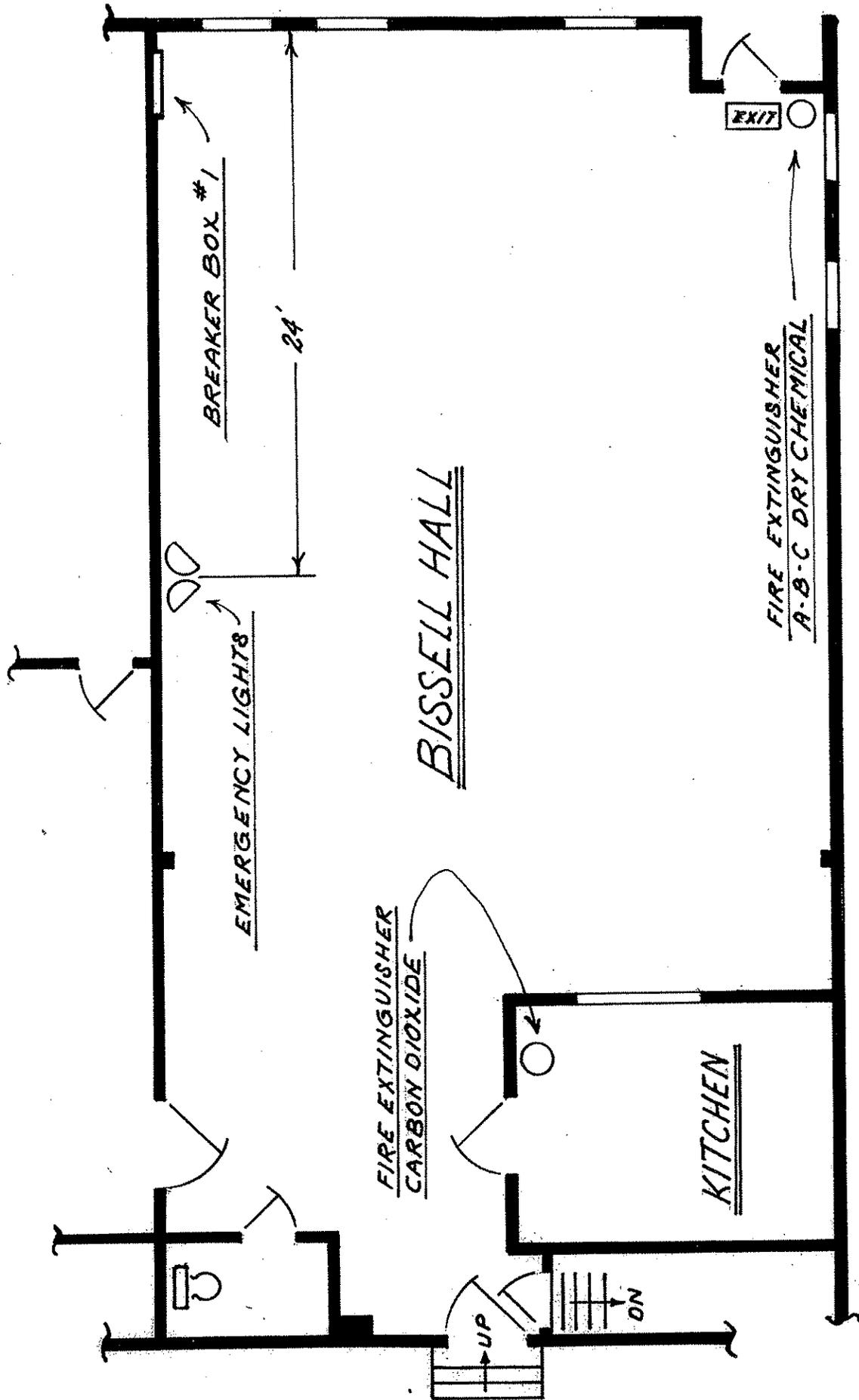
EXIT

EXIT

up

FULL GOSPEL INTERDENOMINATIONAL CHURCH
FIRE EXTINGUISHER & EMERGENCY LIGHTING LOCATIONS
PLOT 2 of 5/2001





FULL GOSPEL INTERDENOMINATIONAL CHURCH
FIRE EXTINGUISHER & EMERGENCY LIGHTING LOCATIONS
 PLOT 1 of 5/2001