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U.S. EPA REGION 1
HEARING CLERK

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION 1 – NEW ENGLAND

In the Matter of:

Avisé Properties, Inc.
First Laconia Associates, LLC
Union Street MHT Associates, LLC

80 Nashua Road
Suite 24
Londonderry, NH, 03053

Respondents.

*Proceeding under Section 16(a) of the
Toxic Substances Control Act,
42 U.S.C. § 2615(a).*

EPA Docket No.
TSCA-01-2025-0069

**CONSENT AGREEMENT
and
FINAL ORDER**

CONSENT AGREEMENT AND FINAL ORDER

Complainant, the U.S. Environmental Protection Agency (“EPA”), pursuant to Section 16(a) of the Toxic Substances Control Act (“TSCA”), 15 U.S.C. § 2615(a), alleges that Respondents, Avisé Properties, Inc., First Laconia Associates, LLC, and Union Street MHT Associates, LLC (collectively “Respondents”), violated Section 409 of TSCA, 15 U.S.C. § 2689, the Residential Lead-Based Paint Hazard Reduction Act (the “Act”), 42 U.S.C. § 4851 *et seq.*, and federal regulations promulgated pursuant to the Act, set forth at 40 C.F.R. Part 745, Subpart F.

This Consent Agreement and Final Order (“CAFO”) simultaneously commences and concludes the cause of action described herein, pursuant to 40 C.F.R. §§ 22.13(b) and 22.18(b)

of the Consolidated Rules of Practice Governing the Administrative Assessment of Civil Penalties and the Revocation/Termination or Suspension of Permits (“Consolidated Rules of Practice”), at 40 C.F.R. Part 22. Complainant and Respondents (collectively, the “Parties”) agree that settlement of this matter is in the public interest and that entry of this CAFO without litigation is the most appropriate means of resolving this matter.

I. STATUTORY AND REGULATORY AUTHORITY

1. In 1992, Congress passed the Act in response to findings that low-level lead poisoning was widespread among American children, that pre-1980 American housing stock contains more than three million tons of lead in the form of lead-based paint, and that the ingestion of lead from deteriorated or abraded lead-based paint is the most common cause of lead poisoning in children.

2. In 1996, EPA promulgated regulations to implement Section 1018 of the Act (*Disclosure of Information Concerning Lead upon Transfer of Residential Property*), 42 U.S.C. § 4852d. The regulations under Section 1018 of the Act are set forth at 40 C.F.R. Part 745, Subpart F (the “Disclosure Rule”).

3. The Disclosure Rule, in pertinent part, requires lessors of target housing to do the following before a lessee is obligated under a lease contract:

- i. Provide to lessees an EPA-approved lead hazard information pamphlet and ensure that each contract to lease target housing includes as an attachment or within the contract a statement by the lessee affirming receipt of the pamphlet;
- ii. Ensure that the contract to lease includes a Lead Warning Statement;
- iii. Ensure that the contract to lease includes a statement by the lessor disclosing the presence of known lead-based paint and/or lead-based paint hazards, or indicating no knowledge thereof; and,

- iv. Ensure that the contract to lease includes a list of available records or reports pertaining to lead-based paint and/or lead-based paint hazards or, otherwise, indicates no such records or reports are available.

See 40 C.F.R. §§ 745.107(a)(1) and 745.113(b)(1)–(6).

4. Pursuant to Section 1018(b)(5) of the Act, 42 U.S.C. § 4852d(b)(5), and 40 C.F.R. § 745.118(e), failure to comply with any requirement of the Disclosure Rule is a violation of Section 409 of TSCA, 15 U.S.C. § 2689. Section 1018(b)(5) of the Act also provides that, for each such violation of Section 409 of TSCA, specific civil penalties apply under Section 16 of TSCA.

5. Pursuant to 40 C.F.R. § 745.103, the housing stock addressed by the Disclosure Rule as “target housing” is defined as any housing constructed prior to 1978, except housing for the elderly or persons with disabilities, or any “0-bedroom dwelling” (unless any child who is less than six years of age resides in or is expected to reside in such housing).

6. Pursuant to Section 401(14) of TSCA, 15 U.S.C. § 2681(14), and 40 C.F.R. § 745.103, the term “residential dwelling” means either a single-family dwelling, including attached structures such as porches and stoops, or a single-family dwelling unit in a structure that contains more than one separate residential dwelling unit, and in which each such unit is used or occupied, or intended to be used or occupied, in whole or in part, as the residence of one or more persons.

7. Section 16(a)(1) of TSCA, 15 U.S.C. § 2615(a)(1), provides that any person who violates a provision of Section 15 or 409 of TSCA shall be liable to the United States for a civil penalty.

8. Section 16(a) of TSCA, Section 1018(b)(5) of the Act, and 40 C.F.R. § 745.118(f) authorize the assessment of a civil penalty of \$10,000 per violation of the Disclosure Rule. Pursuant to the Debt Collection Improvement Act of 1996, 31 U.S.C. § 3701 (“Debt Collection Improvement Act”), 40 C.F.R. Part 19 and the 2015 Federal Civil Penalties Inflation Adjustment Act, 28 U.S.C. § 2461, each violation that occurred after November 2, 2015, and for which a penalty is assessed before January 8, 2025, is subject to a penalty of up to \$21,699. See 90 Fed. Reg. 1,375 at 1,378 (January 8, 2025).

II. GENERAL ALLEGATIONS

9. Respondent Avise Properties, Inc. (“Avise”) is a corporation organized under the laws of the State of New Hampshire. Avise has an office located at 80 Nashua Road, Suite 24, Londonderry, New Hampshire. Avise is a property management company that manages 22 properties in the New Hampshire area. According to the New Hampshire Secretary of State website, Samir Khanna is listed as the Director and Raja Khanna is listed as Vice President and Registered Agent.

10. Respondent First Laconia Associates, LLC (“First Laconia”) is a Limited Liability Company organized under the laws of the State of New Hampshire. First Laconia has an office located at 80 Nashua Road, Suite 24, Londonderry, New Hampshire. First Laconia is the owner of the residential units located at 567 Union Street, Manchester, New Hampshire which are listed in Paragraph 13 below. According to the New Hampshire Secretary of State website, Raja Khanna is listed as Manager and Registered Agent.

11. Respondent Union Street MHT Associates, LLC (“Union Street”) is a Limited Liability Company organized under the laws of the State of New Hampshire. Union Street has an

office located at 80 Nashua Road, Suite 24, Londonderry, New Hampshire. Union Street is the owner of the residential units located at 10, 24, 38, and 54 Estates Circle, Laconia, New Hampshire which are listed in Paragraph 13 below. According to the New Hampshire Secretary of State website, Raja Khanna is listed as Manager and Registered Agent.

12. At all times relevant to the allegations in this CAFO, Respondents offered for lease and owned twelve residential apartment units in five buildings in Laconia and Manchester, New Hampshire.

13. At all times relevant to the allegations in this CAFO, Respondents offered for lease and/or owned residential apartments in five buildings referenced in Paragraphs 9 through 11 including the following properties listed below:

Target Housing Residential Property Address/Unit	Owner	Year Housing Built	Date Lessee Entered into Lease Agreement	Date Lessor Entered into Lease Agreement	Date Lessee Signed Disclosure Form	Number of Days Disclosure Was Late
10 Estates Circle, Apt. 4 Laconia, NH	First Laconia	1974	July 12, 2022	July 13, 2022	July 29, 2022	16 days late
24 Estates Circle, Apt. 23 Laconia, NH	First Laconia	1974	July 13, 2022	July 14, 2022	February 1, 2023	202 days late
38 Estates Circle, Apt. 4 Laconia, NH	First Laconia	1974	September 28, 2022	September 29, 2022	November 11, 2022	44 days late
38 Estates Circle, Apt. 23 Laconia, NH	First Laconia	1974	October 26, 2022	October 27, 2022	November 1, 2022	5 days late
38 Estates Circle, Apt. 25 Laconia, NH	First Laconia	1974	January 13, 2023	January 13, 2023	January 15, 2023	2 days late
38 Estates Circle, Apt. 28 Laconia, NH	First Laconia	1974	August 31 & September 1, 2022	September 1, 2022	September 2, 2022	1 day late
52 Estates Circle, Apt. 13 Laconia, NH	First Laconia	1974	September 28, 2022	September 29, 2022	November 11, 2022	43 days late
52 Estates Circle, Apt. 15 Laconia, NH	First Laconia	1974	January 27, 2023	January 27, 2023	February 1, 2023	5 days late
567 Union Street, Unit 13 Manchester, NH	Union Street	1962	April 26, 2022	May 31, 2022	June 1, 2022	1 day late

567 Union Street, Unit 13 Manchester, NH	Union Street	1962	April 12, 2021	May 7, 2021	May 8, 2021	1 day late
567 Union Street, Unit 14 Manchester, NH	Union Street	1962	July 27, 2022	July 29, 2022	August 1, 2022	3 days late
567 Union Street, Unit 23 Manchester, NH 4	Union Street	1962	February 12 & 14, 2022	February 28, 2022	March 1 2022	1 day late

14. The apartment units listed in Paragraph 13 above were, at the time of the violations alleged in this CAFO, “target housing,” as defined in 40 C.F.R. § 745.103.

Furthermore, the apartment units did not satisfy the requirements for an exemption under the provisions of the Act, TSCA (including 15 U.S.C. § 2681(17)), or the Disclosure Rule (including 40 C.F.R. § 745.101).

15. At all times relevant to the allegations in this CAFO, pursuant to 40 C.F.R. § 745.103, Respondents were and are the “owners” and “lessors” of the residential units listed in Paragraph 13.

16. On January 30, 2023, EPA sent Avise a Request for Information (“IRL”) concerning Respondents’ compliance with the Renovation, Repair and Painting Rule and the Disclosure Rule with respect to three of Respondents’ properties. Avise provided several submissions in response to the IRL; the last submission was received by EPA on February 24, 2023. Based upon EPA’s review of the information and documents obtained from Avise, EPA has identified violations of TSCA, the Act and the Disclosure Rule, described below.

III. VIOLATIONS

17. Each of the violations alleged in this CAFO is a prohibited act under TSCA Section 409, 15 U.S.C. § 2689 and 40 C.F.R. § 745.118(e), and each is a violation for which penalties may be assessed pursuant to Section 16 of TSCA, 15 U.S.C. § 2615.

Count One

*Failure to Include as an Attachment, or Within the Contract to Lease Target Housing
a Statement by the Lessee Affirming Receipt of an EPA-Approved Lead Hazard Information
Pamphlet*

18. Paragraphs 1 through 17 above are incorporated by reference as if fully set forth herein.

19. Pursuant to 40 C.F.R. § 745.113(b)(4), each contract to lease target housing must include, either as an attachment or within the lease contract, a statement by the lessee affirming receipt of the EPA-approved lead hazard information pamphlet entitled "Protect your Family from Lead in the Home" or an equivalent pamphlet that has been approved for use by EPA.

20. Respondents did not include a statement by the lessee affirming receipt of an EPA-approved lead hazard information pamphlet as an attachment or within the contracts to lease target housing with respect to the lessees listed in Paragraph 13.

21. Accordingly, Respondents' failure to include a statement by the lessee affirming receipt of an EPA-approved lead-hazard information pamphlet as an attachment or within the contracts to lease target housing listed in Paragraph 13 above, violated 40 C.F.R. § 745.113(b)(4) and Section 409 of TSCA.

Count Two

*Failure to Include as an Attachment, or Within the Contract to Lease Target Housing,
the Lead Warning Statement.*

22. Paragraphs 1 through 21 above are incorporated by reference as if fully set forth herein.

23. Pursuant to 40 C.F.R. § 745.113(b)(1), each contract to lease target housing must include as an attachment or within the contract, the Lead Warning Statement.

24. Respondents did not include the Lead Warning Statement as an attachment or within the contracts to lease target housing listed in Paragraph 13.

25. Respondents' failure to include the Lead Warning Statement, as an attachment or within the contracts to lease the target housing units listed in Paragraph 13 above, violated 40 C.F.R. § 745.113(b)(1), and TSCA Section 409, 15 U.S.C. § 2689.

Count Three

Failure to Include, as an Attachment or Within the Contract to Lease Target Housing, a Statement Disclosing the Presence of Known Lead-Based Paint and/or Hazards

26. Paragraphs 1 through 25 above are incorporated by reference as if fully set forth herein.

27. Pursuant to 40 C.F.R. § 745.113(b)(2), each contract to lease target housing must include, either as an attachment to or within the lease contract, a statement by the lessor disclosing the presence of known lead-based paint and/or lead-based paint hazards in the target housing being leased or indicating no knowledge of the presence of lead-based paint and/or lead-based paint hazards.

28. Respondents did not include, within or attached to the lease contracts with the lessees listed in Paragraph 13 above, a statement by the lessor disclosing the presence of known lead-based paint and/or lead-based paint hazards in the target housing being leased or indicating no knowledge of the presence of lead-based paint and/or lead-based paint hazards.

29. Respondents' failure to include, as an attachment to or within the lease contract, a statement disclosing the presence of known lead-based paint and/or lead-based paint hazards in the target housing being leased or an indication of no knowledge of the presence of lead-based

paint and/or lead-based paint hazards violated 40 C.F.R. § 745.113(b)(2), and TSCA Section 409.

Count Four

Failure to Include a List of Records/Reports Pertaining to Lead-Based Paint or Lead-Based Paint Hazards in The Housing

30. Paragraphs 1 through 29 above are incorporated by reference as if fully set forth herein.

31. Pursuant to 40 C.F.R. § 745.113(b)(3), each contract to lease target housing must include, either as an attachment or within the lease contract, a list of any records or reports available to the lessor pertaining to lead based paint and/or lead-based paint hazards in the target housing being leased or an indication that no records exist.

32. Respondents did not include, within or attached to the lease contracts with the lessees listed in Paragraph 13 above, a list of any available records or reports available to the lessor pertaining to lead-based paint and/or lead-based paint hazards in the apartment units or an indication that no records exist.

33. Respondents' failure to include a list of records or reports pertaining to lead-based paint and/or lead-based paint hazards or an indication that no such record exist within or attached to lease contracts to rent target housing, violated 40 C.F.R. § 745.113(b)(3), and TSCA Section 409.

IV. TERMS OF SETTLEMENT

34. This CAFO shall apply to and be binding upon Respondents, and Respondents' officers, directors, successors, and assigns.

35. Respondents stipulate that EPA has jurisdiction over the subject matter alleged

herein and that the CAFO states a claim upon which relief can be granted against Respondents. Respondents waive any defenses they might have as to jurisdiction and venue. Without admitting or denying the factual allegations contained in this CAFO, Respondents consent for purposes of settlement to the terms of this CAFO.

36. Respondents hereby waive their right to a judicial or administrative hearing or appeal on any issue of law or fact set forth in the CAFO and waive their right to appeal the Final Order accompanying this CAFO.

37. By signing this CAFO, Respondents waive any rights or defenses that Respondents have or may have for this matter to be resolved in federal court, including but not limited to any right to a jury trial, and waive any right to challenge the lawfulness of the Final Order accompanying the CAFO.

38. Respondents certify that they will operate their businesses in compliance with Section 409 of TSCA, 15 U.S.C. § 2689, the Act, and federal regulations promulgated under TSCA and the Act, including 40 C.F.R. Part 745, Subpart F.

39. As of the Filing Date of this CAFO, and in compliance with 40 C.F.R. § 745.113(b)(4), Respondents shall include, either as an attachment or within the lease contract, before the lessee is obligated under a contract to lease target housing, a statement by the lessee affirming receipt of the EPA-approved lead hazard information pamphlet entitled "Protect your Family from Lead in the Home" or an equivalent pamphlet that has been approved for use by EPA.

40. As of the Filing Date of this CAFO, and in compliance with 40 C.F.R.

§ 745.113(b)(1), Respondents shall include, in an attachment to each contract to lease target housing or within the lease contract, before the lessee is obligated under a contract to lease target housing, the Lead Warning Statement.

41. As of the Filing Date of this CAFO, and in compliance with 40 C.F.R.

§ 745.113(b)(2), Respondents shall include, in an attachment to each contract to lease target housing or within the lease contract, before the lessee is obligated under a contract to lease target housing, a statement by the Respondents disclosing the presence of known lead-based paint and/or lead-based paint hazards or indicating no knowledge thereof in the target housing being leased.

42. As of the Filing Date of this CAFO, and in compliance with 40 C.F.R.

§ 745.113(b)(3), Respondents shall include, in an attachment to each contract to lease target housing or within the lease contract, before the lessee is obligated under a contract to lease target housing, a list of records or reports available to Respondents pertaining to lead based paint and/or lead based paint hazards in the target housing being leased or indicate that no such records exist.

V. CIVIL PENALTY

43. Respondents shall pay a civil penalty of eighty-seven thousand nine hundred eighteen dollars (\$87,918) ("Assessed Penalty"). Pursuant to Section 16 of TSCA, 15 U.S.C § 2615, EPA has determined, consistent with statutory penalty criteria and applicable policies, that the Assessed Penalty is an appropriate settlement penalty based on the nature of the alleged violations and other relevant factors.

44. Respondents consent to the issuance of this CAFO and for the purposes of

settlement to the payment of the Assessed Penalty cited in the foregoing paragraph.

45. Respondents shall pay the Assessed Penalty of eighty-seven thousand nine hundred eighteen dollars (\$87,918) within thirty (30) days after the date the Final Order ratifying this CAFO is filed with the Regional Hearing Clerk ("Filing Date").

46. Respondents shall pay the Assessed Penalty and any interest, fees, and other charges due using any method, or combination of appropriate methods, as provided on the EPA website: <https://www.epa.gov/financial/makepayment>. For additional instructions see: <https://www.epa.gov/financial/additional-instructions-making-payments-epa>. However, for any payment made after September 30, 2025, and in accordance with the March 25, 2025 Executive Order on Modernizing Payments To and From America's Bank Account, Respondents shall pay using one of the electronic payments methods listed on EPA's How to Make a Payment website and will not pay with a paper check.

47. When making the payment, Respondents shall:

- a. Identify the payment with Respondents' names (Avis Properties, Inc., First Laconia Associates, LLC and Union Street MHT Associates, LLC) and the docket number of this CAFO (TSCA-01-2025-0069);
- b. Concurrently with the payment or within 24 hours of the payment, Respondents shall serve proof of such payment to the following person(s):

Wanda Santiago, Regional Hearing Clerk
U.S. Environmental Protection Agency, Region 1
r1_hearing_clerk_filings@epa.gov

Peter DeCambre, Senior Enforcement Counsel
U.S. Environmental Protection Agency, Region 1

decambre.peter@epa.gov

and

U.S. Environmental Protection Agency
Cincinnati Finance Center
Via electronic mail to:
CINWD_AcctsReceivable@epa.gov

“Proof of payment” means, as applicable, a copy of the check, confirmation of credit card or debit card payment, or confirmation of wire or automated clearinghouse transfer, and any other information required to demonstrate that payment has been made according to EPA requirements, in the amount due, and identified with the appropriate docket number and Respondents’ names.

48. Interest, Charges, and Penalties on Late Payments. Pursuant to 15 U.S.C. § 2615, 31 U.S.C. § 3717, 31 C.F.R. § 901.9, and 40 C.F.R. § 13.11, if Respondents fail to timely pay the full amount of the Assessed Penalty pursuant to this CAFO, EPA is authorized to recover, in addition to the amount of the unpaid Assessed Penalty, the following amounts.

a. Interest. Interest begins to accrue from the Filing Date. If the Assessed Penalty is paid in full within thirty (30) days, interest accrued is waived. If the Assessed Penalty is not paid in full within thirty (30) days, interest will continue to accrue until any unpaid portion of the Assessed Penalty as well as any interest, penalties, and other charges are paid in full. To protect the interests of the United States, the rate of interest is set at the IRS standard underpayment rate. Any lower rate would fail to provide Respondents adequate incentive for timely payment.

b. Handling Charges. Respondents will be assessed monthly a charge to cover EPA’s

costs of processing and handling overdue debts. If Respondents fail to pay the Assessed Penalty in accordance with this CAFO, EPA will assess a charge to cover the costs of handling any unpaid amounts. Additional handling charges will be assessed for each subsequent 30 days, or any portion thereof, until the unpaid portion of the Assessed Penalty as well as any accrued interest, penalties, and other charges are paid in full;

c. Late Payment Penalty. A late payment penalty of six percent (6%) per annum will be assessed monthly on all debts, including any unpaid portion of the Assessed Penalty, interest, penalties, and other charges, that remain delinquent more than ninety (90) days. Any such amounts will accrue from the Filing Date.

49. Late Penalty Actions. In addition to the amounts described in the prior Paragraph, if Respondents fail to timely pay any portion of the Assessed Penalty, interest, or other charges and penalties per this CAFO, EPA may take additional actions. Such actions EPA may take include, but are not limited to, the following.

a. Refer the debt to a credit reporting agency or a collection agency, per 40 C.F.R.

§§ 13.13 and 13.14.

b. Collect the debt by administrative offset (i.e., the withholding of money payable by the United States government to, or held by the United States government for, a person to satisfy the debt the person owes the United States government), which includes, but is not limited to, referral to the Internal Revenue Service for offset against income tax refunds, per 40 C.F.R. Part 13, Subparts C and H.

c. Suspend or revoke Respondents' licenses or other privileges or suspend or disqualify Respondents from doing business with EPA or engaging in programs EPA sponsors or

funds, per 40 C.F.R. § 13.17.

d. Refer this matter to the United States Department of Justice for litigation and collection, per 40 C.F.R. § 13.33.

e. Pursuant to 15 U.S.C. § 2615(a), the Attorney General will bring a civil action in the appropriate district court to recover the full remaining balance of the debt plus interest. In such an action, the validity, amount, and appropriateness of the Assessed Penalty shall not be subject to review.

50. Allocation of Payments. Pursuant to 31 C.F.R. § 901.9(f) and 40 C.F.R. § 13.11(d), a partial payment of debt will be applied first to outstanding handling charges, second to late penalty charges, third to accrued interest, and last to the principal that is the outstanding Assessed Penalty amount.

51. Tax Treatment of Penalties. Penalties, interest, and other charges paid pursuant to this CAFO shall not be deductible for purposes of federal taxes.

52. Pursuant to 26 U.S.C. § 6050X and 26 C.F.R. § 1.6050X-1, EPA is required to send to the Internal Revenue Service (“IRS”) annually a completed IRS Form 1098-F (“Fines, Penalties, and Other Amounts”) with respect to any court order or settlement agreement (including administrative settlements) that require a payor to pay an aggregate amount that EPA reasonably believes will be equal to, or in excess of, \$50,000 for the payor’s violation of any law or the investigation or inquiry into the payor’s potential violation of any law, including amounts paid for “restitution or remediation of property” or to come “into compliance with a law.” EPA is further required to furnish a written statement, which provides the same information provided to the IRS, to each payor (i.e., a copy of IRS Form 1098-F). Respondents’ failure to comply with

providing IRS Form W-9 or Tax Identification Number (“TIN”), as described below, may subject Respondents to a penalty, per 26 U.S.C. § 6723, 26 U.S.C. § 6724(d)(3), and 26 C.F.R. § 301.6723-1. In order to provide EPA with sufficient information to enable it to fulfill these obligations, Respondents shall complete the following actions as applicable:

- a. Respondents shall complete an IRS Form W-9 (“Request for Taxpayer Identification Number and Certification”), which is available at <https://www.irs.gov/pub/irs-pdf/fw9.pdf>;
- b. Respondents shall therein certify that they completed IRS Form W-9 includes Respondents’ correct TIN or that Respondents have applied and is waiting for issuance of a TIN;
- c. Respondents shall email their completed Form W-9 to EPA’s Cincinnati Finance Center at chalifoux.jessica@epa.gov on or before the date that Respondents’ penalty payment is due, pursuant to Paragraph 45 of the CAFO, or within 7 days should the order become effective between December 15 and December 31 of the calendar year. EPA recommends encrypting IRS Form W-9 email correspondence; and
- d. In the event that Respondents have certified in their completed IRS Form W-9 that they do not yet have a TIN but have applied for a TIN, Respondents shall provide EPA’s Cincinnati Finance Division (chalifoux.jessica@epa.gov) with Respondents’ TIN, via email, within five (5) days of Respondents’ receipt of a TIN issued by the IRS.

53. This CAFO shall not relieve Respondents of their obligation to comply with all applicable provisions of federal, state, or local law, nor shall it be construed to be a ruling on, or determination of, any issue related to any federal, state, or local permit.

54. This CAFO constitutes a settlement by and between EPA and Respondents of all claims for civil penalties pursuant to Section 16 of TSCA and the Act for the violations alleged herein. Compliance with this CAFO shall not be a defense to any other actions subsequently commenced pursuant to federal laws and regulations administered by EPA for matters not addressed in this CAFO.

55. This CAFO in no way relieves Respondents or their employees of any criminal liability, and EPA reserves all its other criminal and civil enforcement authorities, including the authority to seek injunctive relief and the authority to undertake any action against Respondents in response to conditions which may present an imminent and substantial endangerment to the public health, welfare, or the environment.

56. Each undersigned representative of the Parties to this CAFO certifies that he, she, or they are fully authorized by the Party represented to enter into the terms and conditions of this CAFO and to execute and legally bind that Party to it.

57. By signing this CAFO, Respondents certify that the information they have supplied concerning this matter was at the time of submission true, accurate, and complete for each such submission, response, and statement. Respondents acknowledge that there are significant penalties for submitting false or misleading information, including the possibility of fines and imprisonment for knowing submission of such information, under 18 U.S.C. § 1001.

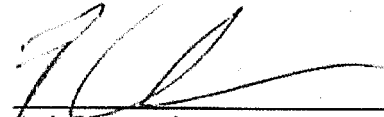
58. Complainant and Respondents, by entering into this CAFO, each give their respective consent to accept digital signatures hereupon. EPA and Respondents acknowledge that electronic signatures carry the legal effect, validity, or enforceability of handwritten signatures. Therefore, the Parties shall not deny the legal effect, validity, or enforceability of

records containing electronic signatures that they transmit and receive on the ground that such records, including the signature(s), are in electronic form. Respondents further consent to accept electronic service of the fully executed CAFO, by electronic mail, to the following addresses: samir@aviseproperties.com and raja@aviseproperties.com. Respondents understand that these e-mail addresses may be made public when the CAFO and Certificate of Service are filed and uploaded to a searchable database. Complainant has provided Respondents with a copy of the EPA Region 1 Regional Judicial Officer's Authorization of EPA Region 1 Part 22 Electronic Filing System for Electronic Filing and Service of Documents Standing Order, dated June 19, 2020. Electronic signatures shall comply with, and be maintained in accordance with, that Order.

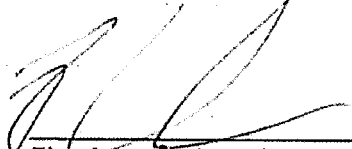
59. Each Party shall bear its own costs and attorneys' fees in connection with the action resolved by this CAFO. Respondents specifically waive any right to recover such costs from EPA pursuant to the Equal Access to Justice Act, 5 U.S.C. § 504, or other applicable law.

60. The terms, conditions, and compliance requirements of this CAFO may not be modified or amended except upon the written agreement of both Parties, and approval of the Regional Judicial Officer.


61. Effective Date. Respondents and EPA agree to the issuance of the attached Final Order. Upon filing, EPA will electronically transmit a copy of the filed CAFO to the Respondents. This CAFO shall become effective after execution of the Final Order by the Regional Judicial Officer, on the date of filing with the Regional Hearing Clerk.


Avis Properties,

6/17/25


First Laconia Associates

/17/25


Union Street MHT

For Complainant, U.S. EPA, Region 1:

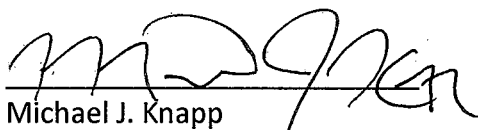
JAMES CHOW Digitally signed by JAMES CHOW
Date: 2025.07.24 12:26:07 -04'00'

James Chow, Director
Enforcement and Compliance Assurance Division
U.S. Environmental Protection Agency, Region 1

FINAL ORDER

Pursuant to 40 C.F.R. § 22.18(b)-(c) of the EPA's Consolidated Rules of Practice, the foregoing Consent Agreement resolving *In the Matter of Avise Properties, Inc., First Laconia Associates, LLC, Union Street MHT Associates, LLC*, Docket Number TSCA-01-2025-0069, is incorporated by reference into this Final Order and is hereby ratified. Respondent is ordered to pay the civil penalty amount specified in the Consent Agreement in the manner indicated. The terms of the Consent Agreement shall become effective on the date this Order is filed with the Regional Hearing Clerk.

It is so ORDERED.



Michael J. Knapp
Regional Judicial Officer
United States Environmental Protection Agency
Region 1

Date: August 5, 2025