

UNITED STATES
ENVIRONMENTAL PROTECTION AGENCY
REGION 2
290 Broadway
New York, NY 10007-1866

In the Matter of: Mr. Eugene Goldenberg Care365 Realty, LLC 1 Main Street Monsey, Rockland County, New York 11952 and Aaron Oberlander 272 59 LLC 400 Rella Blvd, Suite 170 Montebello, New York 10901 Respondents.	CONSENT AGREEMENT AND FINAL ORDER CWA-02-2026-3501 Proceeding Pursuant to Section 309(g) of the Clean Water Act, 33 U.S.C. § 1319(g)
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PRELIMINARY STATEMENT

1. This Consent Agreement is entered into by the Director of the Enforcement and Compliance Assurance Division, U.S. Environmental Protection Agency, Region 2 ("Complainant") and Mr. Eugene Goldenberg of Care365 Realty, LLC and Mr. Aaron Oberlander of 272 59 LLC (collectively the "Parties"), pursuant to Section 309(g) of the Clean Water Act ("CWA" or "the Act"), 33 U.S.C. § 1319(g), and the Consolidated Rules of Practice Governing the Administrative Assessment of Civil Penalties and the Revocation, Termination or Suspension of Permits ("Consolidated Rules of Practice"), 40 C.F.R. Part 22. The CWA authorizes the Administrator of the U.S. Environmental Protection Agency to assess penalties and undertake other actions required by this Consent Agreement. The Administrator has delegated this authority to the Regional Administrator who, in turn, has delegated the authority to enter into agreements concerning administrative penalties to the Complainant. This Consent Agreement and the attached Final Order (hereinafter jointly referred to as the "CAFO") resolve Complainant's civil penalty claims against Respondents under the CWA for the violations alleged herein.

JURISDICTION

2. The U.S. Environmental Protection Agency ("EPA") has jurisdiction over the above-captioned matter, as described in Paragraph 1, above.
3. EPA is initiating and concluding this administrative proceeding for the assessment of a civil penalty pursuant to Section 309(g) of the CWA, 33 U.S.C. § 1319(g), and 40 C.F.R. § 22.13(b) of the Consolidated Rules of Practice, which sets forth the procedures for simultaneous commencement and conclusion of administrative civil penalty assessment proceedings through the issuance of a consent agreement and final order pursuant to 40 C.F.R. 22.13(b)(2) and (3).
4. Pursuant to Section 309(g)(1)(B), EPA has consulted with the New York State Department of Environmental Conservation ("NYSDEC") regarding this action and will transmit a copy of this document to the appropriate NYSDEC official.

FINDINGS OF FACT AND CONCLUSIONS OF LAW

5. In accordance with 40 C.F.R. §§ 22.13(b) and 22.18(b)(2) and (3) of the Consolidated Rules of Practice, Complainant alleges and adopts the Findings of Fact and Conclusions of Law set forth immediately below.
6. Care365 Realty, LLC and 272 59 LLC ("Respondents") are corporations and therefore, a "person" pursuant to Section 502(5) of the CWA, 33 U.S.C. §1362(5).
7. Respondent Care365 Realty, LLC formerly owned and operated approximately 3.12 acres of property located at New York State Route 59, Tax Parcel No. 55.12-1-5, in Tallman, Rockland County, New York (the "Site"). The Site was subsequently sold to its current owner, Respondent 272 59 LLC, in 2024. The Site is depicted in **Exhibit A**.
8. The Site contains wetlands and a stream that are "waters of the United States" within the meaning of Section 502(7) of the CWA, 33 U.S.C. §1362(7).
9. On June 24, 2024, EPA Region conducted an inspection of the Site pursuant to Section 308 of the Clean Water Act and concluded that fill has been discharged into approximately 0.38 acre of wetlands and 112 feet of stream. Fill material consists of dirt and various sized rock and extends to the edge of the property boundary. The stream has been buried via placement of a pipe in the stream channel and subsequently covered with additional fill material. See **Exhibit B**.
10. Respondent Care365 Realty, LLC, or persons acting on behalf of Respondent Care365 Realty, LLC, conducted the discharge of fill material described in Paragraph 4, above, using mechanized earthmoving equipment.
11. The term "fill material" within the meaning of 40 C.F.R. § 232.2 includes any pollutant which replaces portions of "waters of the United States" with dry land or which changes the bottom elevation of a water body for any purpose. The term "discharge of fill material" includes

“placement of fill that is necessary for the construction of any structure or infrastructure in a water of the United States.”

12. The equipment from which the dredged and/or fill material was discharged into “waters of the United States,” constitutes a “point source” within the meaning of Section 502(14) of the Act, 33 U.S.C. § 1362(14).
13. Section 301(a) of the Act, 33 U.S.C. §1311(a), prohibits any person from discharging dredged and/or fill material from a point source to “waters of the United States” except in compliance with a permit issued by the U.S. Army Corps of Engineers under Section 404 of the Act, 33 U.S.C. § 1344.
14. At no time during the discharge of dredged and/or fill material into waters of the United States at the Sites did Respondents have a permit from the U.S. Army Corps of Engineers as required by Section 404 of the Act, 33 U.S.C. § 1344.
15. Respondents, by discharging dredged and/or fill material into “waters of the United States” without authorization as described above in Paragraph 18, have violated Section 301(a) of the Act, 33 U.S.C. § 1311(a).

TERMS OF SETTLEMENT

16. For the purpose of this proceeding, Respondents:
 - a. Admit the jurisdictional allegations of this CAFO;
 - b. Neither admit nor deny the factual allegations contained herein;
 - c. Waive their rights to contest the allegation, a judicial or administrative hearing, or to appeal this CAFO; and
 - d. Consent to a payment of a civil penalty in the amount of seventeen thousand dollars (\$17,000), in accordance with the Section below.

CIVIL PENALTY

17. Respondents agree to pay a civil penalty in the amount of seventeen thousand dollars (“Assessed Penalty”) within thirty (30) days after the date of the Final Order ratifying this Consent Agreement (“Agreement”) is filed with the Regional Hearing Clerk (“Filing Date”).
18. The civil penalty is based upon EPA’s consideration of a number of factors, including the penalty criteria (“statutory factors”) set forth in Section 309(g) of the CWA, 33 U.S.C. § 1319(g), including, the following: the nature, circumstances, extent and gravity of the violation(s), Respondents’ ability to pay, prior history of compliance, degree of culpability, economic benefit or savings resulting from the violations, and such other matters as justice may require. These factors were applied to the particular facts and circumstances of this case with specific reference to EPA’s

Clean Water Act Section 404 Settlement Penalty Policy (2001) which reflects the statutory penalty criteria and factors set forth at Section 309(g) of the CWA, 33 U.S.C. § 1319(g), the appropriate Adjustment of Civil Monetary Penalties for Inflation, pursuant to 40 C.F.R. Part 19, and the applicable EPA memoranda addressing EPA's civil penalty policies to account for inflation.

19. 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>.

20. When making a payment, Respondents shall:

- a. Identify every payment with Respondents' name and the docket number of this Agreement, CWA-02-2026-3501
- b. Concurrently with any payment or within 24 hours of any payment, Respondents shall serve proof of such payment to the following persons, via electronic mail:

Regional Hearing Clerk
U.S. Environmental Protection Agency, Region 2
Region2_RegionalHearingClerk@epa.gov

Justine Modigliani, Acting Chief
Water Compliance Branch
Enforcement and Compliance Assurance Division
U.S. Environmental Protection Agency, Region 2
Modigliani.Justine@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, 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' name.

21. Interest, Charges, and Penalties on Late Payments. Pursuant to 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 per this Agreement, 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 Agreement, EPA will assess a charge to cover the costs of handling any unpaid amounts for the first thirty (30) day period after the Filing Date. Additional handling charges will be assessed every thirty (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.

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

23. 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.

24. Tax Treatment of Penalties. Penalties, interest, and other charges paid pursuant to this Agreement shall not be deductible for purposes of federal or state taxes.

PUBLIC NOTICE

25. Pursuant to CWA Section 309(g)(4), 33 U.S.C. § 1319(g)(4), and 40 C.F.R. 22.45(b), this Consent Agreement is subject to public notice and comment of no less than thirty (30) days prior to issuance of the proposed Final Order. EPA may modify or withdraw its consent to this Agreement if comments received disclose facts or considerations indicating that the Agreement is inappropriate, improper, or inadequate. Respondents may withdraw from this Consent Agreement only upon receipt of written notice from the EPA that it no longer supports entry of this Consent Agreement.
26. If comments during the public comment period do not require modification or withdrawal by the EPA from this Agreement, the parties agree to submit this Agreement to the Director of the Enforcement and Compliance Assurance Division ten (10) days after closure of the public comment period, with a request that it be incorporated into a final order.

GENERAL SETTLEMENT CONDITIONS

27. By signing this Consent Agreement, Respondents acknowledge that this CAFO will be available to the public and represents that, to the best of Respondents' knowledge and belief, this CAFO does not contain any confidential business information or personally identifiable information from Respondents.
28. Respondents certify that any information or representation it has supplied or made to EPA concerning this matter was, at the time of submission true, accurate, and complete and that there has been no material change regarding the truthfulness, accuracy or completeness of such information or representation. EPA shall have the right to institute further actions to recover appropriate relief if EPA obtains evidence that any information provided and/or representations made by Respondents to the EPA regarding matters relevant to this CAFO, **including information about Respondents' ability to pay a penalty**, are false or, in any material respect, inaccurate. This right shall be in addition to all other rights and causes of action that EPA may have, civil or criminal, under law or equity in such event. Respondents and their officers, directors and agents are aware that the submission of false or misleading information to the United States government may subject a person to separate civil and/or criminal liability.
29. Each party shall bear its own costs and attorney's fees in connection with the action resolved by this CAFO.

OTHER APPLICABLE LAWS

30. Nothing in this CAFO shall relieve Respondents of their obligations to comply with all applicable federal, state, and local laws and regulations, nor shall it restrict EPA's authority to seek compliance with any applicable laws or regulations, nor shall it be construed to be a ruling on the validity of any federal, state or local permit. This CAFO does not constitute a waiver, suspension or modification of the requirements of the CWA, or any regulations promulgated thereunder.

RESERVATION OF RIGHTS

31. This CAFO resolves only EPA's claims for civil penalties for the specific violation[s] alleged against Respondents in this CAFO. EPA reserves the right to commence action against any person, including Respondents, in response to any condition which EPA determines may present an imminent and substantial endangerment to the public health, public welfare, or the environment. This settlement is subject to all limitations on the scope of resolution and to the reservation of rights set forth in Section 22.18(c) of the Consolidated Rules of Practice, 40 C.F.R. § 22.18(c). EPA reserves any rights and remedies available to it under the CWA, the regulations promulgated thereunder and any other federal law or regulation to enforce the terms of this CAFO after its effective date.

EXECUTION /PARTIES BOUND

32. This CAFO shall apply to and be binding upon the EPA, Respondents and their officers, directors, employees, contractors, successors, agents and assigns of Respondents. By his or her signature below, the person who signs this Consent Agreement on behalf of Respondents is acknowledging that he or she is fully authorized by Respondents to execute this Consent Agreement and to legally bind Respondents to the terms and conditions of this CAFO.

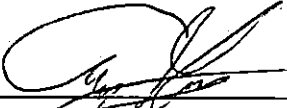
EFFECTIVE DATE

33. Pursuant to 40 C.F.R. § 22.45(b), this CAFO shall be issued only after a 40-day public notice and comment period is concluded. This CAFO will become final and effective thirty (30) days after having been signed by the Regional Administrator or his delegate, the Director of the Enforcement and Compliance Assurance Division, and filed with the Regional Hearing Clerk.

ENTIRE AGREEMENT

34. This CAFO constitutes the entire agreement and understanding between the Parties regarding settlement of all claims for civil penalties pertaining to the specific violations alleged herein and there are no representations, warranties, covenants, terms, or conditions agreed upon between the Parties other than those expressed in this CAFO.

FOR RESPONDENT, Care365 Realty, LLC, as operator of 272 NY State Route 59, Tax Parcel No. 55.12-1-5, Tallman, Rockland County, New York.



Eugene Goldenberg
Care365 Realty, LLC

5/11/26
Date

FOR RESPONDENT, 272 59 LLC, as owner of 272 NY State Route 59, Tax Parcel No. 55.12-1-5, Tallman, Rockland County, New York.



Aaron Oberlander
272 59 LLC

5/11/26
Date

FOR THE U.S. ENVIRONMENTAL PROTECTION AGENCY

Douglas McKenna, Acting Director
Enforcement and Compliance Assurance Division

6/25/2026
Date

**UNITED STATES
ENVIRONMENTAL PROTECTION AGENCY
REGION 2
290 Broadway
New York, NY 10007-1866**

IN THE MATTER OF:

Mr. Eugene Goldenberg
Care365 Realty, LLC
1 Main Street
Monsey, Rockland County, New York 11952

and

Aaron Oberlander
272 59 LLC
400 Rella Blvd, Suite 170
Montebello, New York 10901

Respondents.

Proceeding pursuant to Section 309(g) of the
Clean Water Act, 33 U.S.C. § 1319(g)

FINAL ORDER

Docket No. CWA-02-2026-3501

The Regional Administrator of the United States Environmental Protection Agency, Region 2, vested by authority delegated by the Administrator of the United States Environmental Protection Agency ("EPA") and having further re-delegated such authority to the Director of Enforcement and Compliance Assurance Division, Region 2, EPA, ratifies the foregoing Consent Agreement. The Agreement entered into by the Parties is hereby approved, incorporated herein, and issued as an Order. The effective date of this Order shall be the date of filing with the Regional Hearing Clerk, United States Environmental Protection Agency, Region 2, New York, New York.

6/25/26
DATED: _____

Doughlas McKenna, Acting Director
Enforcement and Compliance Assurance Division
U.S. Environmental Protection Agency, Region 2
290 Broadway – 21st Floor
New York, New York, 10007-1866

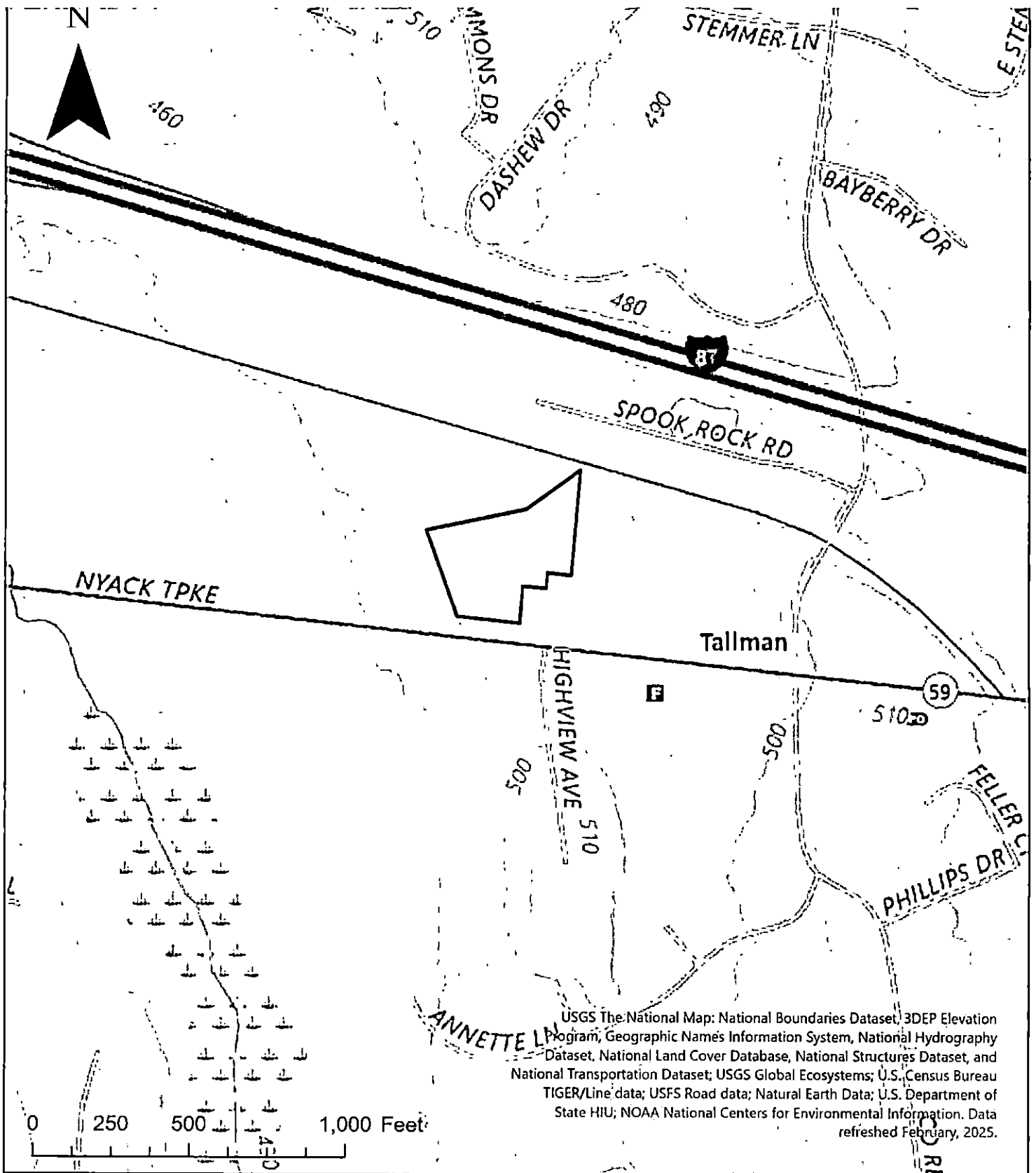


EXHIBIT A: SITE LOCATION MAP
 Care365 Realty, LLC Property
 Tallman, Rockland County, NY
 Tax ID: 55.12-1-5
 41.11250, -74.10256

 Parcel/Site Boundary



EXHIBIT B: IMPACTS TO AQUATIC RESOURCES

272 Route 59, Tallman, Rockland County, NY
 Tax ID: 55.12-1-5
 41.11250, -74.10256

- Stream Fill (112 linear ft)
- Wetland Fill (0.38 acre)
- Approximate Site/Property Boundary (Regrid)