

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION 2

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In the Matter of :
:
Gate House Realty, Inc. :
:
Respondent. :
:
:
Proceeding under Section 16(a) of :
the Toxic Substances Control Act :
----- X

CONSENT AGREEMENT
AND
FINAL ORDER

Docket No.
TSCA-02-2022-9274

PRELIMINARY STATEMENT

This administrative proceeding for the assessment of a civil penalty is instituted pursuant to Section 16(a) of the Toxic Substances Control Act, 15 U.S.C. § 2615(a), as amended, ("TSCA" or "the Act"), and the "Consolidated Rules of Practice Governing the Administrative Assessment of Civil Penalties and the Revocation, Termination or Suspension of Permits," 40 C.F.R. Part 22 (hereinafter "Consolidated Rules of Practice"). Pursuant to Section 22.13(b) of the Consolidated Rules of Practice, where the parties agree to settlement of one or more causes of action before the filing of an administrative complaint, a proceeding may be simultaneously commenced and concluded by the issuance of a Consent Agreement and Final Order pursuant to 40 C.F.R. §§ 22.18(b)(2) and (3).

Section 16(a) of TSCA, 15 U.S.C. § 2615(a), authorizes the Administrator of EPA to enforce against persons who violate TSCA and its implementing regulations. That provision provides, in relevant part, that "[a]ny person who violates a provision of section 2689 ... of this title [Section 409 of TSCA, 15 U.S.C. § 2689] shall be liable to the United States for a civil penalty... ." EPA alleges that Gate House Realty, Inc. (hereinafter "Respondent") violated Section 409 of TSCA, 15 U.S.C. § 2689, by failing to comply with Section 1018 of Title X of the Residential Lead-Based Paint Hazard Reduction

Act of 1992, 42 U.S.C. § 4852d, and its implementing regulations at 40 C.F.R. Part 745, Subpart F (“Disclosure Rule”). Complainant in this proceeding, the Director of the Enforcement and Compliance Assurance Division (“Complainant”) of EPA, Region 2, has been delegated the authority to prosecute this proceeding.

Complainant and Respondent agree, following a series of settlement conferences, that settling this matter by entering into this Consent Agreement and Final Order (“CA/FO”), pursuant to 40 C.F.R. §§ 22.13(b), 22.18(b)(2) and 22.18(b)(3) of the Consolidated Rules of Practice, is an appropriate means of resolving this matter without further litigation.

EPA’s FINDINGS OF FACT AND CONCLUSIONS OF LAW

1. Respondent is incorporated in the State of New York.
2. Respondent’s primary place of business is located at 492 Main Street, Beacon, New York 12508.
3. In approximately 2016, Respondent acted as IEM, LLC’s (the “seller”) real estate agent in connection with the sale of residential condominium apartment units located at 1 East Main Street, Beacon, New York (“1 East Main Street”).
4. The building at 1 East Main Street was constructed prior to 1978. Residential units of greater than zero bedrooms in the subject property are “target housing” as that term is defined in 40 C.F.R. § 745.103.
5. At all times relevant, Respondent was an “agent” as that term is defined at 40 C.F.R. § 745.103 and therefore subject to the Disclosure Rule.
6. Beginning in or about 2016, Respondent, acting as agent for IEM LLC, brokered transactions that resulted in the execution of contracts for sale of twelve (12) condominium apartment units of greater than zero bedrooms at 1 East Main Street:
 - a) Unit #201

- b) Unit #202
- c) Unit #205
- d) Unit #206
- e) Unit #301
- f) Unit #302
- g) Unit #305
- h) Unit #306
- i) Unit #401
- j) Unit #403
- k) Unit #404
- l) Unit #405

7. As agent for all the transactions identified in the preceding paragraph, Respondent was required pursuant to 40 C.F.R. § 745.115 to ensure that the seller or lessor had performed all activities required under 40 C.F.R. §§ 745.107, 745.110, and 745.113 or personally ensure compliance with §§ 745.107, 745.110, and 745.113.

8. As agent for all the transactions identified in Paragraph 6, above, Respondent failed to ensure that the purchasers of each unit were given:

- a) Lead hazard and disclosure information required by 40 C.F.R. § 745.107; and
- b) Pursuant to 40 C.F.R. § 745.110, a 10-day period to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards. Alternatively, Respondent failed to obtain the purchasers' waiver of such opportunity in writing.

9. Respondent's failures to comply with the Disclosure Rule as alleged in the preceding paragraph constitute twelve (12) separate violations of Section 409 of TSCA, 15 U.S.C. § 2689.

10. Respondent's failures to comply with the Disclosure Rule as alleged in Paragraph 8, above, are violations of the Residential Lead-Based Paint Hazard Reduction Act of 1992, 42 U.S.C. § 4852d, and of § 409 of TSCA, 15 U.S.C. § 2689, for which penalties may be individually assessed.

11. On March 25, 2021, March 26, 2021, May 13, 2021, and June 18, 2021, in support of its claimed inability to pay the civil penalty calculated by EPA, Respondent submitted documentation prepared by its accountants regarding its financial condition.

CONSENT AGREEMENT

12. Based on the foregoing, and pursuant to Section 16(a) of TSCA, 15 U.S.C. § 2615(a), and in accordance with the Consolidated Rules of Practice at 40 C.F.R. Part 22, it is hereby agreed by and between the parties hereto, and accepted by Respondent, that Respondent voluntarily and knowingly agrees to, and shall comply with, the following terms:

13. For the purposes of this Consent Agreement, Respondent: (a) admits that EPA has jurisdiction pursuant to Section 16(a) of TSCA, 15 U.S.C. § 2615(a), to commence a civil administrative proceeding for the alleged violations described in EPA's "Findings of Fact and Conclusions of Law" section, above; and (b) neither admits nor denies the specific factual allegations contained in EPA's "Findings of Fact and Conclusions of Law" section, above.

14. Respondent shall hereinafter maintain compliance with all applicable statutory provisions of TSCA, 15 U.S.C. § 2601 et seq., and its implementing regulations.

15. Respondent certifies that it is currently in compliance with the statutory provisions of Subchapter IV of TSCA, 15 U.S.C. §§ 401 - 412, 15 U.S.C. §§ 2681 – 2692, and the implementing regulations codified at 40 C.F.R. Part 745.

16. Respondent certifies that EPA has provided Respondent with information and compliance assistance regarding the requirements of the Disclosure Rule such that should

Respondent or its Principal, Charlotte Guernsey, act in the future as an agent(s) to lease or sell residential apartment units in target housing property, both have the knowledge to do so in full compliance with the Disclosure Rule.

17. Respondent further certifies that:

a) Respondent has reviewed the financial information prepared by its accountants that it submitted to EPA on March 25, 2021, March 26, 2021, May 13, 2021, and June 18, 2021, and upon its belief, said information is accurate, complete, and not misleading. EPA has relied on the accuracy of this submission in the negotiation of this settlement;

b) it has requested of EPA that the \$62,160 civil penalty payment be made in installments because of the financial condition of Respondent, *viz.* a onetime payment of said amount would constitute a hardship for Respondent because of its cash flow and the overall financial circumstances of Respondent at the time of execution of this Consent Agreement.

18. Respondent is aware that the submission of false or misleading information or documentation to the United States government may subject a person to separate civil and/or criminal liability. Respondent understands that EPA retains the authority to seek and obtain appropriate relief if EPA obtains evidence that the information or documentation and/or representations made to EPA regarding Respondent's finances is false or, in any material respect, inaccurate.

19. Respondent shall pay, by cashier's or certified check or electronically by Fedwire, a civil penalty in the amount of **SIXTY-TWO THOUSAND ONE HUNDRED SIXTY DOLLARS (\$62,160)** plus accrued interest of \$181.06 (for a total amount of \$62,341.07), in accordance with the following schedule:

a) A payment of \$35,000 shall be received by EPA *on or before* thirty (30) calendar days from the date of the Regional Administrator's signature of the Final Order (due date #1);

b) A payment of \$4,594.57 shall be received by EPA *on or before* ninety (90) calendar days from the date of the Regional Administrator's signature of the Final Order (due date #2);

c) A payment of \$4,564.39 shall be received by EPA *on or before* one hundred and fifty (150) calendar days from the date of the Regional Administrator's signature of the Final Order (due date #3);

d) A payment of \$4,556.84 shall be received by EPA *on or before two hundred and ten* (210) calendar days from the date of the Regional Administrator's signature of the Final Order (due date #4);

e) A payment of \$4,549.30 shall be received by EPA *on or before* two hundred and seventy (270) calendar days from the date of the Regional Administrator's signature of the Final Order (due date #5);

f) A payment of \$4,541.76 shall be received by EPA *on or before* three hundred and thirty (330) calendar days from the date of the Regional Administrator's signature of the Final Order (due date #6); and

g) A payment of \$4,534.21 shall be received by EPA *on or before* three hundred and ninety (390) calendar days from the date of the Regional Administrator's signature of the Final Order (due date #7).

20. Respondent shall make payment via one of the following payment transmittal methods:

a) If Respondent chooses to pay by cashier's or certified check, each check shall be made payable to the "Treasurer of the United States of America" and shall be mailed by one of the following two methods:

STANDARD DELIVERY

**United States Environmental Protection Agency
Fines & Penalties
Cincinnati Finance Center
P.O Box 979077
St. Louis, MO 63197-9000**

or

**SIGNED RECEIPT CONFIRMATION DELIVERY (FedEx, DHL, UPS, USPS,
Certified, Registered, etc.)**

**United States Environmental Protection Agency
Government Lockbox 979077
1005 Convention Plaza
SL-MO-C2-GL
St. Louis, MO 63101**

Each check shall be identified with a notation thereon listing the following: **In the Matter of Gate House Realty, Inc., Docket No. TSCA-02-2022-9274.**

b) If Respondent chooses to make payment electronically through Fedwire, Respondent shall provide the following information to its remitter bank (Federal Reserve Bank Of New York) when each payment is made:

- 1) Amount of Payment;
- 2) SWIFT address: **FRNYUS33, 33 Liberty Street, New York, NY 10045;**
- 3) Account Code for Federal Reserve Bank of NY receiving payment: **68010727;**
- 4) ABA number: **021030004;**
- 5) Field Tag 4200 of the Fedwire message should read: "**D68010727 Environmental Protection Agency**";
- 6) Name of Respondent: **Gate House Realty, Inc.;** and,
- 7) Case Docket Number **TSCA-02-2022-9274**

c) If Respondent chooses to make on-line payment(s), Respondent shall go to **www.pay.gov** and enter SFO 1.1 in the search field on the tool bar on the Home Page, select

Continue under “EPA Miscellaneous Payments—Cincinnati Finance Center” and open the form and complete the required fields. Once payment has been effected, Respondent shall email proof of payment to LaReau.Meghan@epa.gov and Wise.Milton@epa.gov with *In the Matter of Gate House Realty, Inc., Docket No. TSCA-02-2022-9274* as the subject line.

21. Failure to pay the full amount according to the above provisions will result in the referral of this matter to the United States Department of Justice and/or the United States Department of Treasury for collection and/or other appropriate action.

22. If Respondent fails to make timely payment in accordance with the requirements set forth in Paragraphs 19 and 20, above, the entire unpaid balance of the penalty and all accrued interest shall become due immediately upon such failure, and Respondent shall immediately pay the entire remaining principal balance of the civil penalty along with any interest that has accrued up to the time of such payment. In addition, if timely payment is not made on or before a due date, Respondent shall also be liable for, and shall pay, the interest, handling charges, and late penalty charges set out in Paragraph 23, below, and shall remit such payment in accordance with the payment instructions in Paragraph 20, above.

23. If timely payment is not made on or before a due date, then pursuant to 31 U.S.C. § 3717 and 40 C.F.R. § 13.11, EPA is entitled to assess interest, administrative costs, and late payment penalties on outstanding debts owed to the United States, including the United States Environmental Protection Agency, and a charge to cover costs of processing and handling delinquent claims.

a) *Interest:* 40 C.F.R. § 13.11(a)(1) provides for assessing the annual rate of interest that is equal to the rate of the current value of funds to the United States Treasury (i.e., the Treasury tax and loan account rate) on installment payments. The Treasury current value of fund rate is one percent (1%) per annum.

b) *Handling Charges:* Pursuant to 31 U.S.C. Section 3717(e)(1), a monthly handling charge of fifteen dollars (\$15.00) shall be assessed for each thirty (30) day calendar day period or any portion thereof, following the date the payment was to have been made, in which payment of the amount remains in arrears.

c) *Late Payment Penalty Charge:* A late penalty of six percent (6%) per year will be assessed monthly on any portion of the civil penalty that remains delinquent more than ninety (90) calendar days, 40 C.F.R. § 13.11(c). The late payment penalty on any portion of the civil penalty that remains delinquent more than ninety (90) days shall accrue from the first day payment is delinquent. 31 C.F.R. § 901.9.

24. Civil penalties, including any stipulated penalties due and owing pursuant to Paragraph 30, below, or payment(s) for interest, late payment penalties, and handling charges that come due, constitute penalties within the meaning of 26 U.S.C. § 162(f) and do not constitute deductible expenditures for purposes of federal or state law.

25. Whenever Respondent shall in the future act as an agent for the sale or lease of target housing, then it shall implement the Disclosure Compliance Plan Checklist (“DCPC”), appended hereto as Attachment A. The DCPC addresses the following broad categories of compliance with the Disclosure Rule and assists Respondent to:

a) Inform the seller/lessor of its obligations under Section 1018 of the Residential Lead-Based Paint Hazard Reduction Act and the Disclosure Rule and ensure that the seller/lessor has performed all activities required under 40 C.F.R. §§ 745.107, 745.110, and 745.113 or personally ensuring compliance with §§ 745.107, 745.110, and 745.113.

b) Provide the purchaser/lessee with the EPA/HUD Fact Sheet concerning lead-based paint hazards in housing.

c) Inform the seller/lessor (and/or its counsel) of its specific disclosure obligations under 40 C.F.R. § 745.113(a) and (b).

d) Provide the purchaser/lessee (and/or its counsel) with a Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards (“LBP Disclosure Form”) for attachment to or inclusion in each sales contract or lease brokered by Respondent. Model LBP Disclosure Forms are on Pages 2-3 of the DCPC.

e) Ensure the seller/lessor completes both Sections (a) and (b) of the LBP Disclosure Form and signed and dated the Certification of Accuracy.

f) Ensure the seller/lessor provides Respondent with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing.

g) Ensure the seller/lessor provides all available records and reports pertaining to lead-based paint and lead-based paint hazards in the housing to purchaser/lessee.

h) Ensure the purchaser/lessee is provided with the EPA pamphlet *Protect Your Family from Lead in Your Home*.

i) Ensure the purchaser is provided a 10-day opportunity to conduct a risk assessment or inspection for the presence of lead; or ensure purchaser checks waiver of the opportunity.

j) Retain a copy of the completed attachment required under 40 C.F.R. § 745.113(a) or (b) for no less than three years from date of the sale or commencement of the leasing period and comply with all other record retention requirements.

Implementation of the DCPC is intended as an adjunct to the requirements of 40 C.F.R. Part 745 and an aid to compliance therewith. Adherence to the DCPC and compliance with the provisions of this Consent Agreement with regard to the implementation of the DCPC shall not be a substitute for compliance with the provisions of 40 C.F.R. Part 745, Subpart F, nor a defense to the failure to do

so.

26. Respondent has represented that Charlotte Guernsey, owner of Gate House Realty, Inc., is now a licensed associate real estate broker affiliated with Compass, Inc. (“Compass”), a licensed real estate broker. Respondent has further represented that Charlotte Guernsey shall implement the DCPC when acting as an agent to broker sales or leases subject to the provisions of 40 C.F.R. Part 745, Subpart F.

27. Respondent shall submit quarterly reports (hereinafter “Quarterly Reports”) to EPA documenting its implementation of the DCPC for a period of one year commencing one hundred and five (105) days from the date of the Regional Administrator’s signature on the Final Order.

a) Each Quarterly Report shall be submitted by Respondent and received by EPA no later than fifteen (15) calendar days from the end of the preceding quarter.

b) Each Quarterly report shall summarize Disclosure activities performed, state the number of Disclosures undertaken during the preceding quarter, and include copies of all checklists completed that quarter. The Quarterly Reports shall also include the following for each unit of target housing sold or leased in the relevant quarter for which Respondent acted as agent:

i) The complete address of any target housing (including individual unit numbers, if any) and, if not clear from the address, the type of residence (house, apartment, multi-residential building);

ii) The date of construction of the target housing;

iii) The date of sale or lease;

iv) The completed Lead Disclosure Form for each sale or lease;

v) The name of each purchaser or lessee; and

vi) The name and address of seller/lessor.

c) In the event that no transactions subject to the provisions of 40 C.F.R. Part 745, Subpart F are undertaken in a given quarter, Respondent shall so state in the Quarterly Report for that quarter.

d) The Quarterly Reports shall be sent to the following addressee, by e-mail:

Meghan LaReau
Enforcement Officer
Lead Paint and Pesticides Compliance Section
Pesticides and Toxic Substances Compliance Branch
U.S. Environmental Protection Agency – Region 2
2890 Woodbridge Avenue – MS 225
Edison, New Jersey 08837
LaReau.Meghan@epa.gov

e) Each Quarterly Report shall contain the following certification signed by an appropriate corporate official:

I certify under penalty of law that I have examined and am familiar with the information submitted in this document and all attachments and that, based on my inquiry of those individuals immediately responsible for obtaining the information, I believe that the information is true, accurate and complete. I am aware that there are significant potential penalties for submitting false information, including the possibility of fines and imprisonment.

28. IRS Required Notice: Respondent should confer with its accountant for applicability.

For purposes of the identification requirement in Section 162(f)(2)(A)(ii) of the Internal Revenue Code, 26 U.S.C. § 162(f)(2)(A)(ii), and 26 C.F.R. § 1.62-21(b)(2), performance of the requirements to implement the DCPC and to submit Quarterly Reports is restitution, remediation, or required to come into compliance with the law.

29. Respondent shall be subject to stipulated penalties for the failure to (1) provide the required substantive content in the Quarterly Report or (2) submit the required Quarterly Reports in a timely manner as follows:

- a) 1 – 30 days delinquent: \$500 per day
- b) 30 – 60 days delinquent: \$750 per day

c) Each day past 61 days: \$1,000 per day

30. All Stipulated penalties are due and payable within thirty (30) calendar days of Respondent's receipt from EPA of a written demand for payment of the penalties. Payment of the stipulated penalties shall be made in the same manner as prescribed in Paragraph 20, above, for payment of the civil penalty. Stipulated penalties shall accrue as provided above, regardless of whether EPA has notified Respondent of the violation or has made a demand for payment but need only be paid upon demand.

31. Following receipt of the Quarterly Report, EPA will either accept or explicitly reject the Quarterly Report(s) and notify Respondent, in writing, of deficiencies in the Quarterly Report, granting Respondent an additional thirty (30) days in which to correct any deficiencies and to resubmit the Quarterly Report to EPA. If the identified deficiency(ies) in the Quarterly Report is/are the result of a failure of substantive compliance, then EPA will provide Respondent with an opportunity to respond and/or correct the deficiencies. If EPA, after allowing Respondent thirty (30) calendar days to correct any deficiencies, finds the same type of deficiencies remain, then EPA may seek stipulated penalties in accordance with Paragraph 30, above.

32. If, in the future, EPA believes that any of the certified information provided in the Quarterly Reports is inaccurate, EPA will advise Respondent of its belief and its basis for such and will afford Respondent an opportunity to respond to EPA. If EPA still believes the certification(s) is (are) mostly inaccurate, EPA may, in addition to seeking stipulated penalties pursuant to Paragraph 30, above, for non-compliance, initiate a separate criminal investigation pursuant to 18 U.S.C. § 1001 *et seq.* or any other applicable law.

33. Complainant may, in her sole discretion, reduce or eliminate any stipulated penalty due if Respondent has in writing demonstrated to EPA's satisfaction good cause for such action. If,

after review of Respondent's written submission, EPA determines that Respondent failed to comply with the terms and conditions of this CA/FO and concludes that the demanded stipulated penalty(ies) is due and owing and EPA has not waived or reduced the demanded stipulated penalty(ies), EPA will notify Respondent, in writing, of its decision regarding the stipulated penalty(ies). Respondent shall then, within thirty (30) calendar days of receipt thereof, pay the stipulated penalty amount(s) indicated in EPA's notice. EPA may also in its discretion, *sua sponte*, decide not to demand stipulated penalties.

34. Delays:

a) If any unforeseen event occurs which causes or may cause delays in the submission of the Quarterly Report(s) as required herein, Respondent shall notify EPA in writing within (14) calendar days of the delay or Respondent's knowledge of the anticipated delay, whichever is earlier. The notice shall describe in detail the anticipated length of delay, the precise cause of the delay, the measures taken by Respondent to prevent or minimize delay, and any proposed adjustments to the timetable for the submission of the Quarterly Reports caused by the delay. Respondent shall adopt all reasonable measures to avoid or minimize any such delay. Failure by Respondent to comply with the notice requirements of this paragraph shall render this paragraph void and of no effect as to the particular event involved and may constitute a waiver of Respondent's right to request an extension of its obligation under this Consent Agreement based on such event.

b) If the parties agree that the delay or anticipated delay in the submission of the Quarterly Report has been or will be caused by circumstances entirely beyond the control of Respondent, the time for performance hereunder may be extended for a period of no longer than the Delay resulting from such circumstances.

c) In the event that EPA does not agree that a delay in submitting the Quarterly Report has been or will be caused by circumstances beyond the control of Respondent, EPA will notify Respondent in writing of its decision and any delays shall not be excused.

d) The burden of proving that any delay is caused by circumstances entirely beyond the control of Respondent shall rest with Respondent.

35. Any responses, documentation, and communication submitted in connection with this Consent Agreement shall be sent to the EPA addressee identified in Paragraph 27(d), above, by e-mail. Unless the above-named EPA contact is later advised otherwise in writing, by e-mail, EPA shall address any future written correspondence (including any correspondence related to payment of the penalty) to Respondent at the following address:

Charlotte Guernsey
Gate House Realty, Inc.
492 Main Street
Beacon, New York 12508
Chrguer@gmail.com

36. Respondent consents to the use of electronic signatures in this matter and to service upon it of a copy of this CA/FO by an EPA employee other than the Regional Hearing Clerk via electronic mail. Delivery of the fully executed documents to the email addressee in the preceding paragraph shall constitute Respondent's receipt and acceptance of the CA/FO.

37. Respondent has read the Consent Agreement, understands its terms, finds it to be reasonable, and consents to its issuance and its terms. Respondent agrees that this CA/FO constitutes the entire agreement between the parties and all terms of settlement are set forth herein.

38. Respondent voluntarily and knowingly consents to the assessment of the civil penalty as set forth in this Consent Agreement and agrees to pay the penalty in accordance with the terms of this Consent Agreement. Full payment of the penalty shall only resolve Respondent's liability for federal

civil penalties for the alleged violations described in Paragraphs 6, 8 and 9, in the above EPA's Findings of Fact and Conclusions of Law. Full payment of this penalty shall not in any case affect the right of EPA or the United States to pursue appropriate injunctive or other equitable relief or criminal sanctions for any violations of law.

39. Respondent waives any right it may have to appeal this Consent Agreement and the accompanying Final Order.

40. Respondent agrees not to contest the validity or any term of this CA/FO in any action brought: a) by the United States, including EPA, to enforce this Consent Agreement or Final Order; or b) to enforce a judgment relating to this CA/FO. Any failure by Respondent to perform fully any requirement herein will be considered a violation of this CA/FO and may subject Respondent to a civil judicial action by the United States to enforce the provisions of this CA/FO.

41. This CA/FO does not waive, extinguish, or otherwise affect Respondent's obligation to comply with all applicable provisions of TSCA and the regulations promulgated thereunder.

42. The terms of this CA/FO binds Respondent, its successors, and assigns. The signatory for Respondent certifies that he or she is duly and fully authorized to enter into this Consent Agreement and all the terms and conditions set forth in this Consent Agreement.

43. Each party hereto agrees to bear its own costs and fees in this matter.

In the Matter of Gate House Realty, Inc.

Docket No. TSCA-02-2022-9274

RESPONDENT:

BY:

DocuSigned by:
Charlotte Guernsey
D8B61F200153475...

NAME:

Charlotte Guernsey

(PLEASE PRINT)

TITLE:

President

DATE:

07/26/2022

COMPLAINANT:

Anderson, Kate Digitally signed by Anderson, Kate
Date: 2022.07.28 13:12:36 -04'00'

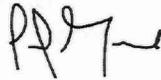
For Dore LaPosta, Director
Enforcement and Compliance Assurance Division
U.S. Environmental Protection Agency,
Region 2
290 Broadway
New York, New York 10007-1866

DATE: 7/28/22

In the Matter of Gate House Realty, Inc.
Docket Number TSCA-02-2022-9274

FINAL ORDER

The Regional Administrator of the U.S. Environmental Protection Agency, Region 2, concurs in the foregoing Consent Agreement in the case of In the Matter of Gate House Realty, Inc. bearing Docket Number TSCA-02-2022-9274. Said Consent Agreement, having been duly accepted and entered into by the parties, is hereby ratified, incorporated into, and issued as this Final Order. The effective date of this Order shall be the date of filing with the Regional Hearing Clerk of EPA- Region 2 (40 C.F.R. § 22.31(b)). This Final Order is being entered pursuant to the authority of 40 C.F.R. § 22.18(b)(3) and shall constitute an order issued under Section 16 of the Toxic Substances Control Act, 15 U.S.C. § 2615.



Lisa F. Garcia
Regional Administrator
U.S. Environmental Protection Agency, Region 2

DATE: 8/4/22

In the Matter of Gate House Realty, Inc.
Docket Number TSCA-02-2022-9274

CERTIFICATE OF SERVICE

I certify that I have on this day caused to be sent the foregoing Consent Agreement and Final Order, bearing the above-referenced docket number, in the following manner to the respective addressees below:

Original and one copy by E-mail to:

Office of the Regional Hearing Clerk
U.S. Environmental Protection Agency
290 Broadway, 16th Floor
New York, New York 10007-1866
Maple.Karen@epa.gov

Copy by E-mail to:

Ms. Charlotte Guernsey, Owner
Gate House Realty, Inc.
492 Main Street
Beacon, New York 12508
Chrguer@gmail.com

Mr. James D. Spithogiannis, Esquire
L'Abbate, Balkan, Colavita & Contini, L.L.P.
3 Huntington Quadrangle, Suite 102 S
Melville, New York 11747
JSpithogiannis@lbcclaw.com

Dated:

8/4/22
New York, New York



