

**UNITED STATES  
ENVIRONMENTAL PROTECTION AGENCY  
REGION 2**

**IN THE MATTER OF:**

**911 Homesavers, LLC.**  
Respondent.

) Docket No.  
) TSCA-02-2021-9277  
)

) **EXPEDITED SETTLEMENT**  
) **AGREEMENT AND**  
) **FINAL ORDER**  
)  
)  
)

Filed March 17, 2021 @ 10:46 am  
USEPA – Region II  
Regional Hearing Clerk

**EXPEDITED SETTLEMENT AGREEMENT**

1. The U.S. Environmental Protection Agency (“EPA”) alleges 911 Homesavers, LLC, (“Respondent”) failed to comply with Section 402 and 407 of the U.S. Toxic Substances Control Act (“TSCA”), 15 U.S.C. §§ 2682 and 2687, respectively.
2. Respondent, from November 2018 through October 2019, performed abatement activities at the following addresses:
  - 123 Beach 121<sup>st</sup> Street, Rockaway, New York 11694;
  - 67-03 Beach Channel Drive, Apt. 2, Far Rockaway, New York 11692;
  - 2805 Avenue I, Apt. B, Brooklyn, New York 11210;
  - 3221 Fulton Street, Apt. 2R, Brooklyn, New York 11208;
  - 674 Sheffield Avenue, Apt. 1F, Brooklyn, New York 11207; and
  - 82 Marine Way, Staten Island, New York 10306.
3. The residential housing properties identified in Paragraph 2, above, were constructed prior to 1978 and are target housing<sup>1</sup> subject to the Abatement Rule.
4. Respondent was required, pursuant to 40 C.F.R. § 745.227(e)(4)(i-v), to notify EPA of the lead-based paint abatement activities mentioned in Paragraph 2. Respondent did not do this.
5. EPA and Respondent agree that settlement of this matter for a civil penalty of \$1,200 (one thousand two hundred dollars) is in the public interest.
6. EPA is authorized to enter into this Expedited Settlement Agreement (“Agreement”) pursuant to Section 16 of TSCA, 15 U.S.C. § 2615, and 40 C.F.R. § 22.13(b), and 40 C.F.R. § 22.18(b)(2). In signing this Agreement, Respondent: (1) admits that Respondent is subject to the Lead-Based Paint Activities requirements (40 C.F.R. § 745, Subpart L); (2) admits that EPA has jurisdiction

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<sup>1</sup> Target Housing is defined in TSCA Section 401 as any housing constructed before 1978, except for: 1) housing for the elderly or persons with disabilities (unless a child less than six years of age resides or is expected to reside in such housing); and 2) any zero-bedroom dwelling.

over Respondent and Respondent's conduct as described in Paragraph 4 above; (3) neither admits nor denies the factual findings contained therein; (4) consents to the assessment of the penalty; and (5) waives any right to contest the findings contained herein.

7. By its signature below, Respondent certifies, subject to civil and criminal penalties for making a false submission to the United States Government, that: (1) the violations described in Paragraph 4 above have been corrected; and (2) Respondent is submitting proof of payment of the civil penalty with this agreement.
8. The civil penalty of \$1,200 (one thousand two hundred dollars) has been paid in accordance with the *Instructions for Making a Payment* that was provided to the Respondent.
9. Respondent will also provide, if it has not already done so, a written statement outlining actions taken to correct the violations cited above.
10. Full payment of the penalty in Paragraph 5 shall only resolve Respondent's liability for federal civil penalties for the violations and facts described in Paragraph 4, above. 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.
11. No portion of the civil penalty or interest paid by Respondent pursuant to the requirements of this Agreement shall be claimed by Respondent as a deduction for federal, state, or local income tax purposes.
12. EPA reserves all of its rights to take enforcement action for any other past, present, or future violations by Respondent of TSCA, any other federal statute or regulation, or this Agreement.
13. Upon signing and returning this Agreement to EPA, Respondent waives the opportunity for a hearing or appeal pursuant to TSCA or 40 C.F.R. Part 22.
14. Each party shall bear its own costs and fees, if any.
15. This Agreement is binding on the parties signing below, and in accordance with 40 C.F.R. § 22.31(b), is effective upon filing with the Regional Hearing Clerk.

IT IS SO AGREED, **911 Homesavers, LLC.,**

Name (print): Anthony Hayes

Title (print): Owner

Signature: Anthony V. Hayes  
Digitally signed by Anthony V. Hayes  
DN: cn=Anthony V. Hayes, o=911 Homesavers,  
LLC, ou, email=hayesa1000@gmail.com, c=US  
Date: 2021.03.04 09:41:51 -05'00'

Date 3/4/2021

**APPROVED BY EPA:**

*for* Anderson, Kate  
Digitally signed by Anderson, Kate  
Date: 2021.03.16 10:10:06 -04'00'

Date \_\_\_\_\_

Dore LaPosta, Director  
Enforcement and Compliance Assurance Division

In the Matter of 911 Homesavers, LLC.  
Docket Number TSCA-02-2021-9277

**FINAL ORDER**

The Regional Judicial Officer of EPA, Region 2, concurs in the foregoing Expedited Settlement Agreement in the case of In the Matter of 911 Homesavers, LLC., bearing Docket No. TSCA-02-2021-9277. Said Expedited Settlement Agreement, having been duly accepted and entered into by the parties, is hereby ratified, incorporated into and issued as this Final Order, which shall become effective when filed 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 authority of Section 16(a) of TSCA 15 U.S.C. § 2615(a).

DATED: \_\_\_\_\_  
New York, New York

**HELEN FERRARA**

Digitally signed by HELEN  
FERRARA  
Date: 2021.03.16 16:58:29 -04'00'

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Helen Ferrera  
Regional Judicial Officer  
U.S. Environmental Protection Agency-Region 2  
290 Broadway  
New York, New York 10007-1866