



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION 5

In the Matter of:)	Docket No. TSCA-05-2025-0025
)	
South Bend Heritage Foundation, Inc.)	Proceeding to Assess a Civil
South Bend, Indiana,)	Penalty Under Section 16(a) of the
)	Toxic Substances Control Act,
Respondent.)	15 U.S.C. § 2615(a)
)	

Consent Agreement and Final Order

Preliminary Statement

1. This is an administrative action commenced and concluded under Section 16(a) of the Toxic Substances Control Act (TSCA), 15 U.S.C. § 2615(a), and the Consolidated Rules of Practice Governing the Administrative Assessment of Civil Penalties and the Revocation/ Termination or Suspension of Permits (Consolidated Rules) as codified at 40 C.F.R. Part 22.

2. The Complainant is the Director of the Enforcement and Compliance Assurance Division, United States Environmental Protection Agency (EPA), Region 5.

3. Respondent is South Bend Heritage Foundation, Inc., a corporation with a place of business located at 803 Lincolnway West, South Bend, Indiana 46616.

4. Where the parties agree to settle one or more causes of action before the filing of a complaint, the administrative action may be commenced and concluded simultaneously by the issuance of a consent agreement and final order (CAFO). 40 C.F.R. § 22.13(b).

5. The parties agree that settling this action without the filing of a complaint or the adjudication of any issue of fact or law is in their interest and in the public interest.

6. Respondent consents to the assessment of the civil penalty specified in this CAFO, and to the terms of this CAFO.

Jurisdiction and Waiver of Right to Hearing

7. Respondent admits the jurisdictional allegations in this CAFO and neither admits nor denies the factual allegations in this CAFO.

8. Respondent waives its right to request a hearing as provided at 40 C.F.R. § 22.15(c), any right to contest the allegations in this CAFO and its right to appeal this CAFO. Respondent waives any rights or defenses that Respondent has or may have for this matter to be resolved in federal court, including but not limited to any right to a jury trial, and waives any right to challenge the lawfulness of the final order accompanying the consent agreement.

Statutory and Regulatory Background

9. Section 1018 of the Residential Lead-Based Paint Hazard Reduction Act of 1992 (the Lead Act), 42 U.S.C. § 4852d, requires the Administrator of EPA to promulgate regulations for the disclosure of lead-based paint hazards in target housing that is offered for sale or lease.

10. On March 6, 1996, EPA promulgated regulations at 40 C.F.R. Part 745, Subpart F, Disclosure of Known Lead-Based Paint and/or Lead-Based Paint Hazards Upon Sale or Lease of Residential Property (Disclosure Rule) pursuant to 42 U.S.C. § 4852d.

11. 40 C.F.R. § 745.101 provides that the Disclosure Rule applies to all transactions to sell or lease target housing.

12. 40 C.F.R. § 745.103 defines target housing as any housing constructed prior to 1978, except housing for the elderly or persons with disabilities (unless any child who is less than 6 years of age resides or is expected to reside in such housing) or any 0-bedroom dwelling.

13. 40 C.F.R. § 745.103 defines “lessor” as any entity that offers target housing for lease, rent, or sublease, including but not limited to individuals, partnerships, corporations, trusts, government agencies, housing agencies, Indian tribes and nonprofit organizations.

14. 40 C.F.R. § 745.103 defines “lessee” as any entity that enters into an agreement to lease, rent or sublease target housing, including but not limited to individuals, partnerships, corporations, trusts, government agencies, housing agencies, Indian tribes and nonprofit organizations.

15. 40 C.F.R. § 745.103 defines “agent” as any party who enters into a contract with a seller or a lessor, including any party who enters into a contract with a representative of the seller or lessor, for the purpose of selling or leasing target housing.

16. 40 C.F.R. § 745.103 defines “seller” as any entity that transfers legal title to target housing, in whole or in part, in return for consideration, including but not limited to individuals, partnerships, corporations, trusts, government agencies, housing agencies, Indian tribes, and nonprofit organizations.

17. 40 C.F.R. § 745.113(a) requires that each contract to sell target housing include an attachment containing the following elements: a lead warning statement; a statement by the seller disclosing the presence of any known lead-based paint and/or lead-based paint hazards or lack of knowledge of such presence; a list of any records or reports available to the seller that have been provided to the purchaser regarding lead-based paints and/or lead-based paint hazards in target housing or a statement that no such records are available; a statement by the purchaser affirming receipt of the information set out in 40 C.F.R. § 745.113(a)(2) and (3) and the Lead Hazard Information Pamphlet; a statement by the purchaser that he or she has received or waived the opportunity to conduct the risk assessment or inspection required by 40 C.F.R. § 745.110(a); and, the signatures and dates of signatures of the seller, agent, and purchaser certifying the accuracy of their statements.

18. 40 C.F.R. § 745.113(b) provides that each contract to lease target housing shall

include, as an attachment or within the contract: (1) a specified lead warning statement; (2) a statement by the lessor disclosing the presence of any known lead-based paint and/or lead-based paint hazards or the lack of knowledge of such presence; (3) a list of any records or reports available to the lessor regarding lead-based paints and/or lead-based paint hazards in the target housing or a statement that no such records exist; (4) a statement by the lessee affirming receipt of the information set out in 40 C.F.R. § 745.113(b)(2) and (3) and the Lead Hazard Information Pamphlet; and, (5) the signatures and dates of signature of the lessor, agent, and lessee certifying the accuracy of their statements.

19. According to 42 U.S.C. § 4852d(b)(5) and 40 C.F.R. § 745.118(e), the failure to comply with the Disclosure Rule is a violation of Section 409 of TSCA, 15 U.S.C. § 2689, and may subject the violator to administrative civil penalties under Section 16(a) of TSCA, 15 U.S.C. § 2615(a), 42 U.S.C. § 4852d(b)(5), and 40 C.F.R. § 745.118(f).

20. According to 42 U.S.C. § 4852d(b)(5), 15 U.S.C. § 2615(a), and 40 C.F.R. Part 19, the Administrator of EPA may assess a civil administrative penalty of up to \$21,699 for each violation of 42 U.S.C. § 4852d and Section 409 of TSCA, 15 U.S.C. § 2689, that occurred after November 2, 2015.

Allegations

21. At all times relevant to the violations alleged herein, Respondent owned residential single-family dwellings and multi-family apartment buildings in South Bend, Indiana at the addresses listed below (Respondent’s properties):

Line No.	Street Address	City	State	Zip	Property Type	Year Constructed
1	1010 W. Jefferson St.	South Bend	IN	46601	Single-Family	1892
2	1031 W. Washington St. Apt 1	South Bend	IN	46601	Multi-Family	1902

3	1031 W. Washington St. Apt 104	South Bend	IN	46601	Multi-Family	1902
4	1031 W. Washington St. Apt. 101	South Bend	IN	46601	Multi-Family	1902
5	1031 W. Washington St. Apt. 102	South Bend	IN	46601	Multi-Family	1902
6	225 N. Taylor St. Apt B	South Bend	IN	46601	Multi-Family	1917
7	301 Chapin Street Apt E	South Bend	IN	46601	Multi-Family/Mix Use	1923
8	301 Chapin Street Apt F	South Bend	IN	46601	Multi-Family/Mix Use	1923
9	303 Chapin Street Apt A	South Bend	IN	46601	Multi-Family/Mix Use	1923
10	303 Chapin Street Apt C/D	South Bend	IN	46601	Multi-Family/Mix Use	1923
11	303 Chapin Street Apt D	South Bend	IN	46601	Multi-Family/Mix Use	1923
12	615 LaSalle (Sale Agreement)	South Bend	IN	46601	Single-Family	1880
13	617 W Washington St. Apt A	South Bend	IN	46601	Multi-Family	1917
14	617 W. Washington Apt C	South Bend	IN	46601	Multi-Family	1925
15	617 W. Washington Apt. B	South Bend	IN	46601	Multi-Family	1925
16	617 W. Washington Unit D	South Bend	IN	46601	Multi-Family	1925
17	617 W. Washington Unit E	South Bend	IN	46601	Multi-Family	1925
18	618 West Colfax Apt C	South Bend	IN	46601	Multi-Family	1917
19	618 West Colfax Apt E	South Bend	IN	46601	Multi-Family	1917
20	619 W. Washington Apt A	South Bend	IN	46601	Multi-Family	1925
21	619 W. Washington Apt A	South Bend	IN	46601	Multi-Family	1925
22	619 W. Washington Apt B	South Bend	IN	46601	Multi-Family	1925

23	619 W. Washington Apt B	South Bend	IN	46601	Multi-Family	1925
24	619 W. Washington Apt C	South Bend	IN	46601	Multi-Family	1925
25	619 W. Washington Apt D	South Bend	IN	46601	Multi-Family	1925
26	619 W. Washington Apt E	South Bend	IN	46601	Multi-Family	1925
27	619 West Washington Apt A	South Bend	IN	46601	Multi-Family	1917
28	620 West Colfax Apt D	South Bend	IN	46601	Multi-Family	1917
29	622 West Colfax Apt B	South Bend	IN	46601	Multi-Family	1917
30	622 West Colfax Apt C	South Bend	IN	46601	Multi-Family	1917
31	622 West Colfax Apt D	South Bend	IN	46601	Multi-Family	1917
32	623 W. LaSalle Ave. Apt. B	South Bend	IN	46601	Multi-Family	1880
33	624 West Colfax Apt C	South Bend	IN	46601	Multi-Family	1917
34	624 West Colfax Apt A	South Bend	IN	46601	Multi-Family	1917
35	625 West Colfax Apt F	South Bend	IN	46601	Multi-Family	1917
36	625 West Colfax Apt C	South Bend	IN	46601	Multi-Family	1917
37	626 West Colfax Apt 620B	South Bend	IN	46601	Multi-Family	1917
38	626 West Colfax Apt A	South Bend	IN	46601	Multi-Family	1917
39	702 W. LaSalle Ave	South Bend	IN	46601	Multi-Family	1862
40	905-907 Lincolnway West	South Bend	IN	46616	Multi-Family	1902
41	909 W. Colfax Ave.	South Bend	IN	46601	Multi-Family	1884
42	911 W. Colfax Ave.	South Bend	IN	46601	Multi-Family	1884
43	917 W. Colfax Apt. A	South Bend	IN	46601	Multi-Family	1895
44	917 W. Colfax Apt. B	South Bend	IN	46601	Multi-Family	1895

45	917 W. Colfax Apt. C	South Bend	IN	46601	Multi-Family	1895
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22. During calendar years 2021 through 2022, Respondent entered into the following lease agreements, at the addresses listed in Paragraph 21, Line No. 1 to 11 and 13 to 45 above, and one sales agreement at number 12 above:

Line No.	Address	City	State	Initial Date of Lease	Complete Lease Period
1	1010 W. Jefferson St.	South Bend	IN	6/24/2019	7/1/2019 to 6/30/2021
2	1031 W. Washington St. Apt. 1	South Bend	IN	11/17/2021	1/1/2022 to 12/31/2022
3	1031 W. Washington St. Apt. 104	South Bend	IN	7/11/2029	7/11/2019 to 6/30/2020
4	1031 W. Washington St. Apt. 101	South Bend	IN	1/26/2023	1/26/2023 to 1/31/2024
5	1031 W. Washington St. Apt. 102	South Bend	IN	1/31/2020	1/31/2020 to 1/31/2021
6	225 N. Taylor St. Apt. B	South Bend	IN	7/1/2020	7/1/2020 to 6/30/2021
7	301 Chapin Street Apt. E	South Bend	IN	7/22/2022	7/22/2022 to 6/30/2023
8	301 Chapin Street Apt. F	South Bend	IN	10/8/2021	10/8/2021 to 10/31/2022
9	303 Chapin Street Apt. D	South Bend	IN	5/28/2019	5/28/2019 to 5/31/2020
10	303 Chapin Street Apt. C/D	South Bend	IN	7/2/2019	7/2/2019 to 7/31/2021
11	615 LaSalle	South Bend	IN	7/22/2022	NA/Sale
12	617 W Washington St. Apt. A	South Bend	IN	3/22/2023	3/22/2023 to 2/28/2024
13	617 W. Washington Apt. D	South Bend	IN	10/31/2019	11/1/2019 to 10/31/2020
14	617 W. Washington Apt. E	South Bend	IN	11/19/2020	11/19/2020 to 11/30/2021
15	617 W. Washington Apt. C	South Bend	IN	10/31/2019	11/1/2019 to 10/31/2021
16	617 W. Washington Apt. B	South Bend	IN	1/15/2020	2/1/2020 to 1/31/2021
17	618 West Colfax Apt. C	South Bend	IN	3/1/2020	4/1/2020 to 3/31/2021

18	618 West Colfax Apt. E	South Bend	IN	9/17/2021	9/17/2021 to 9/16/2022
19	619 W. Washington Apt. A	South Bend	IN	12/16/2022	12/16/2022 to 12/31/2023
20	619 W. Washington Apt. A	South Bend	IN	4/9/2021	4/9/2021 to 4/30/2022
21	619 W. Washington Apt. B	South Bend	IN	2/1/2023	2/1/2023 to 1/31/2024
22	625 W. Washington Apt B	South Bend	IN	1/29/2021	1/29/2021 to 1/28/2022
23	619 W. Washington Apt C	South Bend	IN	12/18/2020	12/18/2020 to 12/31/2021
24	619 W. Washington Apt D	South Bend	IN	12/10/2019	12/10/2019 to 12/31/2020
25	619 W. Washington Apt E	South Bend	IN	12/20/2019	1/1/2020 to 12/31/2020
26	619 West Washington Apt. A	South Bend	IN	10/25/2019	10/1/2019 to 10/31/2020
27	620 West Colfax Apt. D	South Bend	IN	6/14/2021	6/14/2021 to 5/31/2022
28	622 West Colfax Apt. B	South Bend	IN	8/14/2019	9/1/2019 to 8/30/2021
29	622 West Colfax Apt. C	South Bend	IN	8/14/2019	9/1/2019 to 8/30/2022
30	622 West Colfax Apt. D	South Bend	IN	4/30/2020	5/1/2020 to 4/30/2021
31	623 W. LaSalle Ave. Apt. B	South Bend	IN	3/31/2021	3/31/2023 to 3/31/2024
32	624 West Colfax Apt. C	South Bend	IN	6/4/2021	6/4/2021 to 6/30/2022
33	624 West Colfax Apt. A	South Bend	IN	12/8/2022	12/8/2022 to 12/31/2023
34	625 West Colfax Apt. F	South Bend	IN	10/30/2019	11/1/2019 to 10/31/2020
35	625 West Colfax Apt. C	South Bend	IN	11/26/2019	12/1/2019 to 11/30/2020
36	626 West Colfax Apt. A	South Bend	IN	9/30/2019	9/1/2019 to 8/30/2021
37	626 West Colfax Apt. 620B	South Bend	IN	1/5/2021	1/5/2021 to 1/31/2022
38	702 W. LaSalle Ave	South Bend	IN	12/19/2019	12/19/2019 to 12/31/2020
39	905-907 Lincolnway West	South Bend	IN	7/23/2021	7/23/2021 to (End date not

					noted)
40	917 W. Colfax Apt. A	South Bend	IN	2/3/2023	2/3/2023 to 1/31/2024
41	917 W. Colfax Apt. B	South Bend	IN	1/26/2023	1/26/2023 to 1/31/2024
42	917 W. Colfax Apt. C	South Bend	IN	1/25/2023	7/25/2019 to 7/31/2020

23. Each of the leases referenced in Paragraph 22, above, covered a term of occupancy greater than 100 days.

24. Respondent is a “lessor,” and “seller,” as defined in 40 C.F.R. § 745.103.

25. Each of Respondent’s properties identified in Paragraphs 21 and 22, above, are “target housing,” as that term is defined in 40 C.F.R. § 745.103.

26. Each individual who entered into the lease agreements to pay rent in exchange for occupancy of the target housing referred to in Paragraph 22, Line No. 1 to 10 and 12 to 42 above, are or were a “lessee,” as defined in 40 C.F.R. § 745.103.

27. The individual(s) who entered into an agreement to purchase an interest in target housing identified in Paragraph 22, Line No. 11 above, are or were a “purchaser,” as defined in 40 C.F.R. § 745.103.

Violations

Violation 1: Failure to include a statement disclosing either the presence of any known lead-based paint and/or lead-based paint hazards.

28. Complainant realleges and incorporates by reference the allegations in Paragraphs 21 through 27, above, as though set forth fully herein.

29. 40 C.F.R. § 745.113(b) provides that each contract to lease target housing shall include, as an attachment or within the contract, *inter alia*, 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. 40 C.F.R. § 745.113(b)(2).

30. The lease agreement identified in Paragraph 22, Line No. 22 above, was a contract to lease target housing.

31. Respondent failed to include the required statement disclosing either the presence of any known lead-based paint and/or lead-based paint hazards in the target housing or a lack of knowledge of such presence, either in or attached to, one lease agreement identified in Paragraph 22, Line No. 22 above.

32. Respondent's failure to include the specified disclosure or statement in each of the lease agreements identified in Paragraph 22, Line No. 22 above, is one violation of 40 C.F.R. § 745.113(b)(2), 15 U.S.C. § 2689, and 42 U.S.C. § 4852d(b)(5).

Violations 2 – 41: Failure to include appropriate lists of records within the lease.

33. Complainant realleges and incorporates by reference the allegations in Paragraphs 21 through 27, above, as though set forth fully herein.

34. 40 C.F.R. § 745.113(b) provides that each contract to lease target housing shall include, as an attachment or within the contract, *inter alia*, a list of any records or reports available to the lessor regarding lead-based paint and/or lead-based paint hazards in the target housing that have been provided to the lessee or a statement that no such records are available. 40 C.F.R. § 745.113(b)(3).

35. The lease agreements identified in Paragraph 22, Line No. 1 to 10 and 12 to 42 above, were contracts to lease target housing.

36. Respondent failed to include a list of any records or reports available to the lessor regarding lead-based paint and/or lead-based paint hazards in the target housing that have been

provided to the lessee or a statement that no such records are available, either in or attached to, each of the 40 lease agreements identified in Paragraph 22 Line No. 1 to 10 and 12 to 42, above.

37. Respondent's failure to include the specified list or statement in each of the lease agreements identified in Paragraph 22, Line No. 1 to 10 and 12 to 42 above, are 40 separate violations of 40 C.F.R. § 745.113(b)(3), 15 U.S.C. § 2689, and 42 U.S.C. § 4852d(b)(5).

Violations 42 – 43: Failure to include affirmation statement by the lessee.

38. Complainant realleges and incorporates by reference the allegations in Paragraphs 21 through 27, above, as though set forth fully herein.

39. 40 C.F.R. § 745.113(b) provides that each contract to lease target housing shall include, as an attachment or within the contract, *inter alia*, a statement by the lessee affirming receipt of the information set out in 40 C.F.R. § 745.113(b)(2) and (3) and the Lead Hazard Information Pamphlet required under 15 U.S.C. § 2696. 40 C.F.R. § 745.113(b)(4).

40. The lease agreements identified in Paragraph 22, Line No. 26 and 35 above, were contracts to lease target housing.

41. Respondent failed to include a statement by the lessee affirming receipt of the information set out in 40 C.F.R. § 745.113(b)(2) and (3) and the Lead Hazard Information Pamphlet required under 15 U.S.C. § 2696, either in or attached to, the 2 lease agreements identified in Paragraph 22, Line No. 26 and 35 above.

42. Respondent's failure to include the specified statement in the two lease agreements identified in Paragraph 22, Line No. 26 and 35 above, are 2 separate violations of 40 C.F.R. § 745.113(b)(4), 15 U.S.C. § 2689, and 42 U.S.C. § 4852d(b)(5).

Violation 44: Failure to certify as to the accuracy of provided information.

43. Complainant realleges and incorporates by reference the allegations in Paragraphs

21 through 27, above, as though set forth fully herein.

44. 40 C.F.R. § 745.113(b) provides that each contract to lease target housing shall include, as an attachment or within the contract, *inter alia* the signatures of the lessor, agent, and the lessees certifying to the accuracy of their statements and the dates of such signatures. 40 C.F.R. § 745.113(b)(6).

45. The lease agreement identified in Paragraph 22, Line No. 20 above, was a contract to lease target housing.

46. Respondent failed to include the signatures of the lessor, agent, and the lessees certifying to the accuracy of their statements and the dates of such signatures, either in or attached to, the lease agreement identified in Paragraph 22 Line No. 20, above.

47. Respondent's failure to include the specified certifications in the lease agreement identified in Paragraph 22, Line No. 20, above, is one violation of 40 C.F.R. § 745.113(b)(6), 15 U.S.C. § 2689, and 42 U.S.C. § 4852d(b)(5)

Violation 45: Failure to include appropriate lists to purchaser.

48. Complainant realleges and incorporates by reference the allegations in Paragraphs 21 through 27, above, as though set forth fully herein.

49. 40 C.F.R. § 745.113(a) provides that each contract to sell target housing shall include, as an attachment or within the contract, *inter alia*, a list of any records or reports available to the seller pertaining to lead-based paint and/or lead-based paint hazards in the housing that have been provided to the purchaser. If no such records or reports are available, the seller shall so indicate pursuant to 40 C.F.R. § 745.113(a)(2) and 40 C.F.R. § 745.113(a)(3).

50. The sales agreement identified in Paragraph 22, Line No. 11, above, was a contract to sell target housing.

51. Respondent failed to include a list of any records or reports available to the purchaser regarding lead-based paint and/or lead-based paint hazards in the target housing that have been provided to the purchaser or a statement that no such records are available, either in or attached to, the sales agreement identified in Paragraph 22 Line No. 11, above.

52. Respondent's failure to include the specified list or statement in the sale agreement identified in Paragraph 22, Line No. 11, above, is one violation of 40 C.F.R. § 745.113(a)(3), 15 U.S.C. § 2689, and 42 U.S.C. § 4852d(b)(5).

Civil Penalty

53. Pursuant to Section 16(a) of TSCA, 15 U.S.C. § 2615(a), Complainant determined that an appropriate civil penalty to settle this action is \$53,687.50. In determining the penalty amount, Complainant considered the nature, circumstances, extent and gravity of the violations, and, with respect to Respondent, ability to pay, effect on ability to continue to do business, any history of such prior violations, the degree of culpability. Complainant also considered EPA's Section 1018 – Disclosure Rule Enforcement Response and Penalty Policy, dated December 2007.

54. Respondent agrees to pay a civil penalty in the amount of \$53,687.50 ("Assessed Penalty"). Based on Respondent's documented inability to pay claim, and in accordance applicable laws, EPA conducted an analysis of Respondent's financial information and determined that the Assessed Penalty is an appropriate amount to settle this action, which Respondent consents to pay as follows:

- a. The Assessed Penalty will be paid in four equal installments, in order to complete payment of the entire Assessed Penalty and interest, which is assessed at the IRS standard underpayment rate. Including the Assessed

Penalty and interest, the total amount that will be paid upon completion of all payments will be \$55,566.56. The first payment is due within thirty (30) days after the date the Final Order ratifying this Agreement is filed with the Regional Hearing Clerk (“Filing Date”). Respondent’s subsequent payments shall thereafter be due within 120 days, 240 days, and 360 days from said Filing Date.

b. Respondent shall make payments in accordance with the following schedule:

Payment Number	Payment shall be made <i>no later than</i>	Principal Amount	Interest Amount	Total Payment Amount
1	30 days after the Filing Date.	\$13,421.88	\$0.00	\$13,421.88
2	120 days after the Filing Date.	\$13,421.88	\$939.53	\$14,361.41
3	240 days after the Filing Date.	\$13,421.88	\$626.35	\$14,048.23
4	360 days after the Filing Date.	\$13,421.86	\$313.18	\$13,735.04
Total		\$53,687.50	\$1,879.06	\$55,566.56

c. Notwithstanding Respondent’s agreement to pay the Assessed Penalty in accordance with the installment schedule set forth above, Respondent may pay the entire Assessed Penalty of \$53,687.50 within thirty (30) days of the Filing Date and, thereby, avoid the payment of interest pursuant to 40 C.F.R. § 13.11(a). In addition, Respondent may, at any time after commencement of payments under the installment schedule, elect to pay the entire principal balance remaining, together with any interest and other charges accrued up to the date of such full payment.

55. Respondent 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>.

56. When making a payment, Respondent shall:

- a. Identify every payment with Respondent's name and the docket number of this Agreement, Docket No. TSCA-05-2025-0025,
- b. Concurrently with any payment or within 24 hours of any payment,

Respondent shall serve proof of such payment to the following person(s):

Regional Hearing Clerk
U.S. Environmental Protection Agency, Region 5
r5hearingclerk@epa.gov

Michael Todd
Pesticides and Toxics Compliance Section
U.S. Environmental Protection Agency, Region 5
todd.michael@epa.gov
and
R5LEECAB@epa.gov

Matthew R. Dawson
Office of Regional Counsel
U.S. Environmental Protection Agency, Region 5
dawson.matthew@epa.gov

U.S. Environmental Protection
Agency Cincinnati Finance Center
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 Respondent's name.

57. 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 Respondent fails to timely pay any portion of the Assessed Penalty per this Agreement, the entire unpaid balance of the Assessed Penalty and all accrued interest shall become immediately due and owing, and EPA is authorized to recover 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 Respondent adequate incentive for timely payment.
- b. Handling Charges. Respondent will be assessed monthly a charge to cover EPA's costs of processing and handling overdue debts. If Respondent fails 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 each subsequent 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, and other charges, that remain delinquent more than ninety (90) days.

58. Late Penalty Actions. In addition to the amounts described in the prior Paragraph, if Respondent fails 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 may 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, 40 C.F.R. Part 13, Subparts C and H.
- c. Suspend or revoke Respondent's licenses or other privileges, or suspend or disqualify Respondent from doing business with EPA or engaging in programs EPA sponsors or funds, 40 C.F.R. § 13.17.
- d. Per 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.

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

60. 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). Failure to comply with providing IRS Form W-9 or Tax Identification Number (“TIN”), as described below, may subject Respondent 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, EPA herein requires, and Respondent herein agrees, that:

- a. Respondent 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. Respondent shall therein certify that its completed IRS Form W-9 includes Respondent’s correct TIN or that Respondent has applied and is waiting for issuance of a TIN;
- c. Respondent shall email its completed Form W-9 to Milton Wise at EPA’s Cincinnati Finance Center at wise.milton@epa.gov, within 30 days after the

effective date of this CAFO, and EPA recommends encrypting IRS Form W-9 email correspondence; and

- d. In the event that Respondent has certified in its completed IRS Form W-9 that it does not yet have a TIN but has applied for a TIN, Respondent shall provide EPA's Cincinnati Finance Center with Respondent's TIN, via email, within five (5) days of Respondent's receipt of a TIN issued by the IRS.

General Provisions

61. The parties consent to service of this CAFO by e-mail at the following valid e-mail addresses: dawson.matthew@epa.gov (for Complainant), and buari@aaklaw.com (for Respondent). Respondent understands that the CAFO will become publicly available upon filing.

62. This CAFO resolves only Respondent's liability for federal civil penalties for the violations alleged in the CAFO.

63. This CAFO does not affect the rights of EPA or the United States to pursue appropriate injunctive or other equitable relief or criminal sanctions for any violations of law.

64. This CAFO does not affect Respondent's responsibility to comply with the Lead Act and the Disclosure Rule and other applicable federal, state and local laws.

65. Respondent certifies that it is complying with the Lead Act and the Disclosure Rule.

66. The terms of this CAFO bind Respondent, and its successors and assigns.

67. Each person signing this agreement certifies that he or she has the authority to sign for the party whom he or she represents and to bind that party to its terms.

68. Each party agrees to bear its own costs and attorneys fees in this action.

69. This CAFO constitutes the entire agreement between the parties.

**Consent Agreement and Final Order
In the Matter of: South Bend Heritage Foundation Inc.
Docket No. TSCA-05-2025-0025**

6/30/25

Date

Marco J.
Mariani

Digitally signed by Marco
J. Mariani
Date: 2025.06.30
17:18:18 -04'00'

Marco Mariani
Executive Director
South Bend Heritage Foundation, Inc.

**Consent Agreement and Final Order
In the Matter of: South Bend Heritage Foundation Inc.
Docket No. TSCA-05-2025-0025**

United States Environmental Protection Agency, Complainant

Michael D. Harris
Director
Enforcement and Compliance Assurance Division
United States Environmental Protection Agency
Region 5

**Consent Agreement and Final Order
In the Matter of: South Bend Heritage Foundation Inc.
Docket No. TSCA-05-2025-0025**

Final Order

This Consent Agreement and Final Order, as agreed to by the parties, shall become effective immediately upon filing with the Regional Hearing Clerk. This Final Order concludes this proceeding pursuant to 40 C.F.R. §§ 22.18 and 22.31. IT IS SO ORDERED.

Ann L. Coyle
Regional Judicial Officer
United States Environmental Protection Agency
Region 5