

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF INDIANA
SOUTH BEND DIVISION

UNITED STATES OF AMERICA,)	
)	
Plaintiff)	
VS.)	CASE NO.
)	
HOMEWORKS CONSTRUCTION,)	
INC.)	
)	
Defendant)	

CONSENT DECREE

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WHEREAS, Plaintiff United States of America, on behalf of the United States Environmental Protection Agency (“EPA”), has filed a Complaint in this action concurrently with the lodging of this Consent Decree, alleging that Defendant Homeworks Construction, Inc., (“Homeworks Construction”) violated Sections 402(c), 406(b), 407, and 409 of Title IV of the Toxic Substances Control Act (“TSCA”), 15 U.S.C. §§ 2682(c), 2686(b), 2687, 2689, and certain provisions of U.S. EPA’s Lead Renovation, Repair and Painting Rule promulgated thereunder and codified at 40 C.F.R. Part 745, Subpart E (“RRP Rule”);

WHEREAS, the United States alleges it is entitled to seek injunctive relief in a judicial action, including, but not limited to, an order requiring Homeworks Construction to comply with the RRP Rule under Section 17 of TSCA, 15 U.S.C. § 2616, to ensure compliance through development and implementation of compliance procedures;

WHEREAS, the United States alleges that the Homeworks Construction is subject to administrative penalties by EPA under Section 16 of TSCA, 15 U.S.C. § 2615;

WHEREAS, the Complaint alleges that Homeworks Construction violated the RRP Rule promulgated pursuant to TSCA, by failing to ensure certification and training requirements, warning information requirements,

and recordkeeping requirements, while performing renovation projects at residential properties in Indiana and Michigan;

WHEREAS, Homeworks Construction wishes to resolve this matter and make the admissions set forth in Section IV (Admissions) of this Consent Decree;

WHEREAS, the United States has determined that Homeworks Construction has documented an inability to pay the full civil penalty for which it otherwise would be liable for the violations alleged in the Complaint, and therefore, solely because of that documented inability to pay, the United States is prepared to settle for a lower amount reflective of Homeworks Construction's ability to pay; and

WHEREAS, the United States and Homeworks Construction recognize, and the Court by entering this Consent Decree finds, that this Consent Decree is fair, reasonable, and in the public interest.

NOW, THEREFORE, before the taking of any testimony, without the adjudication or admission of any issue of fact or law except as provided in Section IV (Admissions), and with the consent of the United States and

Homeworks Construction it is HEREBY ADJUDGED, ORDERED, and DECREED as follows:

I. JURISDICTION AND VENUE

1. This Court has jurisdiction over the subject matter of this action, pursuant to 28 U.S.C. §§ 1331, 1345, and 1355, and Section 17 of TSCA, 14 U.S.C. § 2616, and over the parties. Venue lies in this District pursuant to 28 U.S.C. §§ 1391(b) and (c) and 1395(a), because Homeworks Construction operates within this district and violated the TSCA and the RRP Rule within this District. For purposes of this Decree, or any action to enforce this Decree, Homeworks Construction consents to the Court's jurisdiction over this Decree and any such action and over Homeworks Construction and consents to venue in this judicial district.

2. For purposes of this Consent Decree, Homeworks Construction agrees that the Complaint states claims upon which relief may be granted pursuant to the TSCA.

II. APPLICABILITY

3. The obligations of this Consent Decree apply to and are binding upon the United States, and upon Homeworks Construction and any successors, assigns, or other entities or persons otherwise bound by law.

4. No transfer of ownership or operation of Homeworks Construction, whether in compliance with the procedures of this Paragraph or otherwise,

shall relieve Homeworks Construction of its obligation to ensure that the terms of the Decree are implemented. At least 30 Days prior to such transfer, Homeworks Construction shall provide a copy of this Consent Decree to the proposed transferee and shall simultaneously provide written notice of the prospective transfer, together with a copy of the proposed written agreement, to EPA, and the United States Attorney for the Northern District of Indiana, in accordance with Section XIV (Notices). Any attempt by Homeworks Construction to transfer ownership without complying with this Paragraph constitutes a violation of this Decree.

5. Homeworks Construction shall provide a copy of this Consent Decree to all officers, employees, and agents whose duties might reasonably include compliance with any provision of this Decree, as well as to any contractor retained to perform work required under this Consent Decree. Homeworks Construction shall condition any such contract upon performance of the work in conformity with the terms of this Consent Decree.

6. In any action to enforce this Consent Decree, Homeworks Construction shall not raise as a defense the failure by any of its officers, directors, employees, agents, or contractors to take any actions necessary to comply with the provisions of this Consent Decree.

III. DEFINITIONS

7. Terms used in this Consent Decree that are defined in the Act or in the RRP Rule have the meanings assigned to them in the Act or the RRP Rule, unless otherwise provided in this Decree. Whenever the terms set forth below are used in this Consent Decree, the following definitions apply:

- a. “Certified Firm” means a Firm that has been certified in accordance with 40 C.F.R § 745.89 and for which the certification is in effect throughout the time of its involvement with a Renovation.
- b. “Certified Renovator” means a Renovator who has been certified in accordance with 40 C.F.R. § 745.90(a).
- c. “Child-Occupied Facility” has the same meaning as set forth in 40 C.F.R. § 745.83.
- d. “Complaint” shall mean the complaint filed by the United States in this action.
- e. “Consent Decree” or “Decree” shall mean this Decree and all appendices and Exhibits attached thereto.
- f. “Contractor” or “Subcontractor” means a Firm that enters into a written agreement with Homeworks Construction or a Future Renovation Firm for such Firm to perform any portion of work that constitutes Renovation.
- g. “Covered Work Site” shall mean Target Housing or a Child-Occupied Facility.
- h. “Date of Lodging” shall mean the date this Consent Decree is filed for lodging with the Clerk of the Court for the United States District Court for the Northern District of Indiana.
- i. “Day” shall mean a calendar day unless expressly stated to be a business day. In computing any period of time under this Consent Decree, where the last day would fall on a Saturday, Sunday, or

federal holiday, the period shall run until the close of business of the next business day.

- j. “DOJ” shall mean the United States Department of Justice and any of its successor departments or agencies.
- k. “EPA” shall mean the United States Environmental Protection Agency and any of its successor departments or agencies.
- l. “Effective Date” shall have the definition provided in XVI.
- m. “Firm” has the same meaning as set forth in 40 C.F.R. § 745.83.
- n. “Future Renovation Firm” shall mean any Firm engaged in Renovation that Homeworks Construction or its principals comes to own, operate, or control, contracting to perform a Renovation, during the life of this Consent Decree.
- o. “Interest” means interest pursuant to 28 U.S.C. § 1961.
- p. “Pamphlet” has the same meaning as set forth in 40 C.F.R. § 745.83.
- q. “Paragraph” shall mean a portion of this Decree identified by an Arabic numeral.
- r. “Parties” shall mean the United States and Homeworks Construction.
- s. “Perform,” in regard to Renovation, shall mean conduct any work that falls into the definition of Renovation, enter into a contract or otherwise agree to conduct or oversee Renovation, or direct, order, or otherwise cause Renovation to take place, including by hiring a Contractor or Subcontractor to do some or all work that constitutes a Renovation.
- t. “Renovator” has the same meaning as set forth in 40 C.F.R. § 745.83.
- u. “Renovation” has the same meaning as set forth in 40 C.F.R. § 745.83.
- v. “Section” shall mean a portion of this Decree identified by a roman numeral.

- w. “Target Housing” has the same meaning as set forth in 40 C.F.R. § 745.103.
- x. “United States” shall mean the United States of America, acting on behalf of EPA.

IV. ADMISSIONS

8. Homeworks Construction admits, acknowledges, and accepts responsibility for the following:

- a. Homeworks Construction is a renovation firm performing renovation projects on various single-family homes in the States of Indiana and Michigan, including but not limited to the Renovations identified in Exhibit 1.
- b. Homeworks Construction performed the Renovations identified in Appendix 1 on properties that were built before 1978 and are “target housing” subject to TSCA and the RRP Rule.
- c. Homeworks Construction was compensated for the Renovations identified in Exhibit 1.
- d. In connection with the Renovations identified in Exhibit 1, Homeworks Construction failed to do the following:
 - (1) Have a Certified Renovator direct the Renovations;
 - (2) Ensure that all other persons performing the Renovations received training on lead-safe work practices;
 - (3) Provide an EPA pamphlet on lead hazards, “Renovate Right: Important Lead Hazard Information for Families, Child Care Providers, and Schools,” to the owner of the units being renovated; and
 - (4) Make available to EPA the records necessary to demonstrate compliance with the RRP Rule.
- e. In addition, after the EPA commenced its initial investigation, Homeworks Construction failed to recognize that certain subsequent renovation projects were subject to the RRP rule.

V. CIVIL PENALTY

9. Defendant shall pay \$10,000 as a civil penalty, plus interest, as described in this Paragraph:

- a. The first payment of \$1,000 plus interest is due 30 Days after the Effective Date. Defendant shall include with the first payment an additional amount for interest accrued at the rate of 8.5% per year on the total penalty amount from date of lodging through the date of the first payment.
- b. The second payment of \$4,500 plus interest is due 6 months after the Effective Date. Defendant shall include with the second payment an additional amount for interest accrued at the rate of 8.5% per year on the unpaid balance from the date of the previous payment through the date of the second payment.
- c. The third and final payment of \$4,500 plus interest is due one year after the Effective Date. Defendant shall include with the third payment an additional amount for interest accrued at the rate of 8.5% per year on the unpaid balance from the date of the previous payment through the date of the third and final payment.

d. Before each payment is due, the Financial Litigation Program (FLP) of the United States Attorney's Office for the Northern District of Indiana will provide to Defendant a calculation of the interest due for each payment.

10. Homeworks Construction shall pay the civil penalty due, together with interest, by FedWire Electronic Funds Transfer (EFT) to the United States Department of Justice account, in accordance with instructions provided to Homeworks Construction by the FLP of the United States Attorney's Office for the Northern District of Indiana after the Effective Date. The payment instructions provided by the FLP will include a Consolidated Debt Collection System (CDCS) number, which Homeworks Construction shall use to identify all payments required to be made in accordance with this Consent Decree. The FLP will provide the payment instructions to: Joe Colvin, 1511 Pulaski Street, South Bend, Indiana 46613, (574) 315-2968, jcolvin@gohomeworks.com, on behalf of Homeworks Construction. Homeworks Construction may change the individual to receive payment instructions on its behalf by providing written notice of such change to DOJ and EPA in accordance with Section XIV (Notices).

11. At the time of payment, Homeworks Construction shall send notice that payment has been made (i) to EPA via email at cinwd_acctsreceivable@epa.gov or via regular mail at EPA Cincinnati Finance

Office, 26 W. Martin Luther King Drive, Cincinnati, Ohio 45268; (ii) to DOJ via email or United States mail in accordance with Section XIV (Notices); and (iii) to EPA in accordance with Section XIV (Notices). Such notice shall state that the payment is for the civil penalty owed pursuant to the Consent Decree in *United States v. Homeworks Construction, Inc.* and shall reference the civil action number, CDCS Number, and DOJ case number 90-5-2-1-12999.

12. Defendant may pay any payment prior to its due date, but must contact the FLP in advance for a determination regarding the amount of interest to be included with the payment. If any installment payment includes an overpayment, the amount of the overpayment will be applied to the remaining interest and principal.

13. If Defendant fails to make any payment required under Paragraph 9 by the due date, Plaintiff may send Defendant a written notice of late payment. If Defendant fails to make the payment and to pay all interest and stipulated penalties owed within 30 Days of receipt of the notice, all remaining payments and all accrued interest will be due immediately. Interest will continue to accrue on any unpaid amounts until Defendant pays the total amount due. Interest required under this Paragraph is in addition to any stipulated penalties owed under Section VIII (Stipulated Penalties).

14. Homeworks Construction shall not deduct any penalties paid under this Decree pursuant to this Section or Section VIII (Stipulated Penalties) in calculating its federal income tax.

15. Homeworks Construction acknowledges that the amount of the civil penalty has been set based on its documented inability to pay a greater amount and that, in the absence of a limited ability to pay, under the relevant EPA penalty policy, Homeworks Construction's civil penalty would have been significantly higher than the agreed-upon amount.

VI. COMPLIANCE REQUIREMENTS

16. RRP Rule Compliance: If Homeworks Construction performs Renovations, it shall ensure compliance with the RRP for Renovations at Covered Work Sites, including but not limited to:

- a. Obtaining and maintaining firm certification pursuant to 40 C.F.R. §§ 745.81(a)(2)(ii) and 745.89(a)(1);
- b. Assigning a Certified Renovator pursuant to 40 C.F.R. §§ 745.81(a)(3) and 745.89(d)(2), and having Certified Renovators perform Renovation activities at Covered Work Sites, or having individuals performing Renovation activities at Covered Work Sites trained by a Certified Renovator as provided in 40 C.F.R. §§ 745.81(a)(3) and 745.89(d)(1);
- c. Providing the lead hazard information pamphlet ("The Lead Safe Certified Guide to Renovate Right") to the building owner and occupant of the unit being renovated, and/or each affected unit pursuant to 40 C.F.R. § 745.84(a), (b), and (c), obtaining a written acknowledgment of receipt of the pamphlet, and maintaining relevant records for three (3) years after the termination of the Consent Decree;

- d. Posting warning signs pursuant to 40 C.F.R. § 745.85(a)(1);
- e. Containing the work area by closing windows and doors pursuant to 40 C.F.R. § 745.85(a)(2)(i)(C);
- f. Covering the floor surface pursuant to 40 C.F.R. § 745.85(a)(2)(i)(D);
- g. Containing waste from Renovation pursuant to 40 C.F.R. § 745.85(a)(4)(i);
- h. Performing post-renovation clean up pursuant to 40 C.F.R. § 745.85(a)(5);
- i. Performing post-renovation cleaning verification pursuant to 40 C.F.R. § 745.85(b); and
- j. Maintaining and producing records pursuant to 40 C.F.R. §§ 745.86(a) and (b).

17. Record-Keeping Requirements: Consistent with the obligations listed in the Paragraph above, Homeworks Constructions shall document its compliance as follows:

- a. Renovation Checklist: When Homeworks Construction conducts any Renovations at Covered Work Sites, it shall utilize Appendix A (“Lead Paint Renovation Acknowledgment”);
- b. Receipt of Pamphlet: To document the acknowledgement of the provision of the lead hazard information pamphlet to the building owner and occupant of any unit being renovated, Homeworks Construction shall utilize Appendix B (“Receipt of Lead Paint Pamphlet”), unless required to use forms in Appendices C or D;
- c. Multi-Family Units: If Homeworks Construction conducts any Renovations in any multi-family units, it shall utilize the multi-family forms (“Multi-Family Renovation Notice”, “Record of Tenant Notification”, and “Receipt of Lead Paint Pamphlet”), attached to this Consent Decree as Appendix C;

- d. Child-Occupied Facility: If Homeworks Constructions conducts any Renovations in any Child-Occupied Facilities, it shall utilize the Child-Occupied Facility forms (“Notice to Parents or Guardians”, “Record of Parent/Guardian Notification”, and “Receipt of Lead Paint Pamphlet”), attached to this Consent Decree as “Appendix D;
- e. Fencing: If Homeworks Construction removes any fencing coated in lead paint, it shall utilize Appendix E (“Fencing Form”);
- f. Lead Testing: When Homeworks Construction performs lead testing, it shall utilize Appendix F (“Lead Test Results Form”); and
- g. Exceptions to the RRP Rule: To the extent Homeworks Construction concludes a Renovation is exempt from the RRP Rule, it shall utilize Appendix G (“LSWP Exception Form”) to document the reasons supporting that conclusion.

18. Compliance Officer: When Homeworks Construction conducts Renovations, it shall designate a compliance officer (who shall be individually certified as a Renovator) as a single point of contact to deal with lead safe work practice issues, monitor Contractors’ and Subcontractors’ compliance with RRP Rule requirements, and respond to EPA with regard to any other issues that may arise with regard to the performance of the Renovation (the “Compliance Officer”). No Renovation work shall be performed at any Covered Work Site unless a Compliance Officer has been designated and is available to EPA at any time Renovation is taking place.

19. Contractors and Subcontractors: If Homeworks Construction conducts Renovations at Covered Work Sites, it shall ensure it hires only RRP Certified Firms as Contractors and Subcontractors for those Renovations.

Homeworks Construction shall ensure that a Certified Renovator is assigned to perform each Renovation at a Covered Work Site, and shall ensure it memorializes Contractor and Subcontractor hiring in written contracts, copies of which shall be available to EPA upon request. When Contractors and Subcontractors are utilized for Renovations at Covered Work Sites, Homeworks Construction shall ensure it:

- a. Requires the Contractors or Subcontractors to use the Appendix A ("Lead Paint Renovation Acknowledgment"). Regardless of the provision of any contract between Homeworks Construction and its Contractors or Subcontractors, Homeworks Construction is responsible for the completion of Appendix A by their Contractors or Subcontractors for each Renovation at Covered Work Sites.
- b. Suspends any Contractor or Subcontractor with an expired RRP certification as soon as possible but not later than twenty-four (24) hours after learning of the expired certification. Homeworks Construction shall notify EPA in writing within seven (7) Days of each suspension.
- c. Suspends any Contractor or Subcontractor found to be in violation of the RRP Rule and causes their work to cease as soon as is feasible, but in no event more than twenty-four (24) hours after receiving credible notice of the violations.
- d. Requires Contractors and Subcontractors to certify in writing, prior to receiving payments beyond an initial deposit, that they have complied with the RRP requirements for the work they have performed or continue to perform and to submit records demonstrating compliance at the completion of the work. The designated Compliance Officer shall review these records to confirm that they demonstrate compliance prior to Homeworks Construction making final payment. Homeworks Construction shall ensure maintain and make available to EPA any such records for three (3) years after the termination of the Consent Decree.

For avoidance of doubt, Homeworks Construction (together or potentially with others) will be responsible for any violations of the RRP Rule or this Consent Decree during any Renovation at Covered Work Sites performed by any Contractor or Subcontractor.

VII. REPORTING REQUIREMENTS

20. Notification of Work: On the 1st of every month, for the first six (6) months after the lodging of this Consent Decree, Homeworks Construction shall provide EPA with an Excel spreadsheet that lists, for every Renovation Homeworks Construction has contracted to complete in the upcoming month:

- a. the job or invoice number;
- b. the scheduled dates of work;
- c. whether the Renovation is exempt from the RRP Rule, and if so, the basis for that conclusion;
- d. the location of the Renovation (the address) and the areas to be renovated (e.g., apartment number(s), common area(s), exterior);
- e. the character of the building (e.g., single family domicile, multi-family apartment building, school building) on which the Renovation is performed;
- f. whether the building will be occupied at the time of the Renovation;
- g. whether children reside at or frequent the building when not under Renovation and the age of any such children;
- h. a brief description of the scope of work to be performed;

- i. the full name, address and telephone number of the individual who will be the on-site Certified Renovator for the work and a copy of his/her Renovator certificate;
- j. the name, address, and telephone number of the building's owner or agent;
- k. if required, the full name, address, and telephone number of the Compliance Officer, as defined in Paragraph 18, working on the Renovation; and
- l. the full name, address, telephone number, and if required, certification number of each contractor and/or subcontractor working on the Renovation, if any.

EPA may request additional information with respect to these Renovations, including but not limited to any completed Appendix.

21. Notification of Complaints: During the first six (6) months after the lodging of this Consent Decree, Homeworks Construction shall notify the EPA within seven (7) Days of any:

- a. complaints received verbally or in writing from tenants, neighbors, the public, tenant organizations, workers, or any other source regarding work regulated by the RRP Rule; and
- b. official correspondence received from any municipal, county, or state agencies regarding the condition, handling, maintenance, disturbance, containment, or abatement of lead-based paint at the building or site undergoing Renovation.

22. Inspection: During the first six (6) months after the lodging of this Consent Decree, Homeworks Construction authorizes the EPA to inspect and take samples at Renovation sites while the Renovation is occurring and will take all reasonable steps to secure access for EPA from the Renovation's owner(s).

23. Semi-Annual Reporting: By January 31st and July 31st of each year after the lodging of this Consent Decree, until termination of this Decree pursuant to Section XVIII (Termination), Homeworks Construction shall submit by letter a report for the preceding six-month period that shall include a list of all Renovations Homeworks Construction performed in the preceding six-month period. For each completed Renovation, the report shall include:

a. For Renovations exempt from the RRP Rule:

- (1) A certification that lead-based paint was not present on the components affected by the Renovation, along with a completed Lead Test Results Form (Appendix F); or
- (2) A certification that the Renovation was exempt from the RRP Rule, along with a completed LSWP Exception Form (Appendix G).

b. For Renovations at Covered Work Sites:

- (1) records demonstrating that the requirements of 40 C.F.R. §745.85 were followed, including the records set forth in 40 C.F.R. §745.86(b)(6) (timely submission of a completed Renovation Checklist (Appendix A) will satisfy this reporting requirement); and
- (2) records reflecting delivery and written acknowledgment of receipt of the EPA pamphlet titled The Lead-Safe Certified Guide to Renovate Right: Important Lead Hazard Information for Families, Child Care Providers and Schools, as described in 40 C.F.R. §745.86(b)(2)-(5) (timely submission of a completed “Receipt of Lead Paint Pamphlet”, whether Appendix B or a form in Appendices C or D will satisfy this reporting requirement).

24. The semi-annual letter described in Paragraph 23 shall also include a description of any violation of the requirements of this Consent

Decree or the RRP Rule and an explanation of the cause of the violation and of the remedial steps taken, or to be taken, to minimize the effects of such violation and to prevent further violations. If the cause of a violation cannot be fully explained at the time the report is due, Homeworks Construction shall so state in the report. Homeworks Construction shall investigate the cause of the violation and shall then submit an amendment to the report, including a full explanation of the cause of the violation, within 30 Days of the Day Homeworks Construction becomes aware of the cause of the violation. Nothing in this Paragraph or the following Paragraph relieves Homeworks Construction of its obligation to provide the notice required by Section IX (Force Majeure).

25. Whenever any violation of this Consent Decree or the RRP Rule or any other event affecting Homeworks Construction's performance under this Consent Decree may pose an immediate threat to the public health or welfare or the environment, Homeworks Construction shall cease all work and notify EPA orally or by email as soon as possible, but no later than 24 hours after it first knew of the violation or event. This procedure is in addition to the requirements set forth in the preceding Paragraphs.

26. Each report submitted by Homeworks Construction under this Section shall be signed by an official of the submitting party and include the following certification:

I certify under penalty of perjury that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I have no personal knowledge that the information submitted is other than true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

27. This certification requirement does not apply to emergency or similar notifications where compliance would be impractical.

28. The reporting requirements of this Consent Decree do not relieve Homeworks Construction of any reporting obligations required by the Act or implementing regulations, or by any other federal, state, or local law, regulation, permit, or other requirement.

29. Any information provided pursuant to this Consent Decree may be used by the United States in any proceeding to enforce the provisions of this Consent Decree and as otherwise permitted by law.

VIII. STIPULATED PENALTIES

30. Homeworks Construction shall be liable for stipulated penalties to the United States for violations of this Consent Decree as specified below, unless excused under Section IX (Force Majeure). A violation includes failing to perform any obligation required by the terms of this Decree, including any work plan or schedule approved under this Decree, according to all applicable requirements of this Decree and within the specified time schedules established by or approved under this Decree.

31. Late Payment of Civil Penalty. If Homeworks Construction fails to pay the civil penalty required to be paid under Section V (Civil Penalty) when due, Homeworks Construction shall pay a stipulated penalty of \$500 per Day for each Day that the payment is late.

32. The following stipulated penalties shall accrue per violation per Day for each violation of a requirement set forth in Sections VI (Compliance Requirements) or VII (Reporting Requirements):

<u>Penalty Per Violation Per Day</u>	<u>Period of Noncompliance</u>
\$1,000	1st through 14th Day
\$2,000	15th through 30th Day
\$3,000	31st Day and beyond

33. Stipulated penalties under this Section shall begin to accrue on the Day after performance is due or on the Day a violation occurs, whichever is applicable, and shall continue to accrue until performance is satisfactorily

completed or until the violation ceases. Stipulated penalties shall accrue simultaneously for separate violations of this Consent Decree.

34. Homeworks Construction shall pay any stipulated penalty within 30 Days of receiving the United States' written demand.

35. The United States may in the unreviewable exercise of its discretion, reduce or waive stipulated penalties otherwise due it under this Consent Decree.

36. Stipulated penalties shall continue to accrue as provided in Paragraph 33, during any Dispute Resolution, but need not be paid until the following:

- a. If the dispute is resolved by agreement of the Parties or by a decision of EPA that is not appealed to the Court, Homeworks Construction shall pay accrued penalties determined to be owing, together with interest, to the United States within 30 Days of the effective date of the agreement or the receipt of EPA's decision or order.
- b. If the dispute is appealed to the Court and the United States prevails in whole or in part, Homeworks Construction shall pay all accrued penalties determined by the Court to be owing, together with interest, within 60 Days of receiving the Court's decision or order, except as provided in subparagraph c, below.
- c. If any Party appeals the District Court's decision, Homeworks Construction shall pay all accrued penalties determined to be owing, together with interest, within 15 Days of receiving the final appellate court decision.

37. Obligations Prior to the Effective Date. Upon the Effective Date, the stipulated penalty provisions of this Decree shall be retroactively

enforceable with regard to any and all violations of Section VI (Compliance Requirements) or Section VII (Reporting Requirements) that have occurred prior to the Effective Date, provided that stipulated penalties that may have accrued prior to the Effective Date may not be collected unless and until this Consent Decree is entered by the Court.

38. Homeworks Construction shall pay stipulated penalties owing to the United States in the manner set forth in Paragraph 10 and with the confirmation notices required by Paragraph 11, except that the transmittal letter shall state that the payment is for stipulated penalties and shall state for which violation(s) the penalties are being paid.

39. If Homeworks Construction fails to pay stipulated penalties according to the terms of this Consent Decree, Homeworks Construction shall be liable for interest on such penalties, as provided for in 28 U.S.C. § 1961, accruing as of the date payment became due. Nothing in this Paragraph shall be construed to limit the United States from seeking any remedy otherwise provided by law for Homeworks Construction's failure to pay any stipulated penalties.

40. The payment of penalties and interest, if any, shall not alter in any way Homeworks Construction's obligation to complete the performance of the requirements of this Consent Decree.

41. Non-Exclusivity of Remedy. Stipulated penalties are not the United States' exclusive remedy for violations of this Consent Decree. Subject to the provisions of Section XII (Effect of Settlement/Reservation of Rights), the United States expressly reserves the right to seek any other relief it deems appropriate for Homeworks Construction's violation of this Decree or applicable law, including but not limited to an action against Homeworks Construction for statutory penalties, additional injunctive relief, mitigation or offset measures, and/or contempt. However, the amount of any statutory penalty assessed for a violation of this Consent Decree shall be reduced by an amount equal to the amount of any stipulated penalty assessed and paid pursuant to this Consent Decree.

IX. FORCE MAJEURE

42. "Force majeure," for purposes of this Consent Decree, means any event arising from causes beyond the control of Homeworks Construction, of any entity controlled by Homeworks Construction, or of Homeworks Construction's contractors, that delays or prevents the performance of any obligation under this Consent Decree despite Homeworks Construction's best efforts to fulfill the obligation. Given the need to protect public health and welfare and the environment, the requirement that Homeworks Construction exercise "best efforts to fulfill the obligation" includes using best efforts to anticipate any potential force majeure and best efforts to address the effects of

any potential force majeure (a) as it is occurring and (b) following the potential force majeure, such that any delay or non-performance is, and any adverse effects of the delay or non-performance are, minimized to the greatest extent possible. “Force majeure” does not include financial inability to perform any obligation under this Consent Decree.

43. If any event occurs or has occurred that may delay the performance of any obligation under this Consent Decree, whether or not caused by a force majeure event, Homeworks Construction shall provide notice by email to EPA. The deadline for the initial notice is three (3) Days after Homeworks Construction first knew or should have known that the event would likely delay or prevent performance. Homeworks Construction shall be deemed to know of any circumstance of which any contractor of, subcontractor of, or entity controlled by Homeworks Construction knew or should have known.

44. Regardless of whether Homeworks Construction seeks to assert a claim of force majeure concerning the event, within seven (7) Days after the notice under Paragraph 43, Homeworks Construction shall submit a further notice to EPA that includes:

- a. an explanation and description of the event and its effect on Homeworks Construction’s completion of the requirements of the Consent Decree;
- b. a description and schedule of all actions taken or to be taken to prevent or minimize the delay and/or other adverse effects of the event;

- c. if applicable, the proposed extension of time for Homeworks Construction to complete the requirements of the Consent Decree;
- d. Homeworks Construction's rationale for attributing such delay to a force majeure if it intends to assert such a claim;
- e. a statement as to whether, in the opinion of Homeworks Construction, such event may cause or contribute to an endangerment to public health or welfare or the environment; and
- f. all available proof supporting any claim that the delay was attributable to a force majeure.

45. Failure to submit a timely or complete notice or claim under Paragraph 43 or 44 regarding an event precludes Homeworks Construction from asserting any claim of force majeure regarding that event, provided, however, that EPA may, in its unreviewable discretion, excuse such failure if it is able to assess to its satisfaction whether the event is a force majeure, and whether Homeworks Construction has exercised its best efforts, under Paragraph 42.

46. After receipt of any claim of force majeure, EPA will notify Homeworks Construction of its determination whether Homeworks Construction is entitled to relief, and, if so, the excuse of, or the extension of time for, performance of the obligations affected by the force majeure. An excuse of, or extension of the time for performance of, the obligations affected by the force majeure does not, of itself, excuse or extend the time for performance of any other obligation.

47. If Homeworks Construction elects to invoke the dispute resolution procedures set forth in Section X (Dispute Resolution), it shall do so no later than 15 Days after receipt of EPA's notice. In any such proceeding, Homeworks Construction has the burden of proving that it is entitled to relief, that its proposed excuse or extension was or will be warranted under the circumstances, and that it complied with the requirements of Paragraphs 42-44. If Homeworks Construction carries this burden, the delay or non-performance at issue shall be deemed not to be a violation by Homeworks Construction of the affected obligation of this Consent Decree identified to EPA and the Court.

X. DISPUTE RESOLUTION

48. Unless otherwise expressly provided for in this Consent Decree, the dispute resolution procedures of this Section shall be the exclusive mechanism to resolve disputes arising under or with respect to this Consent Decree. Homeworks Construction's failure to seek resolution of a dispute under this Section concerning an issue of which it had notice and an opportunity to dispute under this Section prior to an action by the United States to enforce any obligation of Homeworks Construction arising under this Decree precludes Homeworks Construction from raising any such issue as a defense to any such enforcement action.

49. Informal Dispute Resolution. Any dispute subject to Dispute Resolution under this Consent Decree shall first be the subject of informal negotiations. The dispute shall be considered to have arisen when Homeworks Construction sends DOJ and EPA a written Notice of Dispute. Such Notice of Dispute shall state clearly the matter in dispute. The period of informal negotiations shall not exceed 20 Days from the date the dispute arises, unless that period is modified by written agreement. If the Parties cannot resolve a dispute by informal negotiations, then the position advanced by the United States shall be considered binding unless, within 15 Days after the conclusion of the informal negotiation period, Homeworks Construction invokes formal dispute resolution procedures as set forth below.

50. Formal Dispute Resolution. Homeworks Construction shall invoke formal dispute resolution procedures, within the time period provided in the preceding Paragraph, by sending DOJ and EPA a written Statement of Position regarding the matter in dispute. The Statement of Position shall include, but need not be limited to, any factual data, analysis, or opinion supporting Homeworks Construction's position and any supporting documentation relied upon by Homeworks Construction.

51. The United States shall serve its Statement of Position within 45 Days of receipt of Homeworks Construction's Statement of Position. The United States' Statement of Position shall include, but need not be limited to,

any factual data, analysis, or opinion supporting that position and any supporting documentation relied upon by the United States. The United States' Statement of Position is binding on Homeworks Construction, unless Homeworks Construction files a motion for judicial review of the dispute in accordance with the following Paragraph.

52. Judicial Dispute Resolution. Homeworks Construction may seek judicial review of the dispute by filing with the Court and serving on the United States a motion requesting judicial resolution of the dispute. The motion:

- a. must be filed within 10 Days of receipt of the United States' Statement of Position pursuant to the preceding Paragraph;
- b. may not raise any issue not raised in informal dispute resolution pursuant to Paragraph 49, unless the Plaintiff raises a new issue of law or fact in the Statement of Position;
- c. shall contain a written statement of Homeworks Construction's position on the matter in dispute, including any supporting factual data, analysis, opinion, or documentation; and
- d. shall set forth the relief requested and any schedule within which the dispute must be resolved for orderly implementation of the Consent Decree.

53. The United States shall respond to Homeworks Construction's motion within the time period allowed by the Local Rules of this Court. Homeworks Construction may file a reply memorandum, to the extent permitted by the Local Rules.

54. Standard of Review

- a. Disputes Concerning Matters Accorded Record Review. Except as otherwise provided in this Consent Decree, in any dispute brought under Paragraph 52 pertaining to the adequacy of measures to comply with the RRP Rule or any other items requiring approval by EPA under this Consent Decree; the adequacy of the performance of work undertaken pursuant to this Consent Decree; and all other disputes that are accorded review on the administrative record under applicable principles of administrative law, Homeworks Construction shall have the burden of demonstrating, based on the administrative record, that the position of the United States is arbitrary and capricious or otherwise not in accordance with law.
- b. Other Disputes. Except as otherwise provided in this Consent Decree, in any other dispute brought under Paragraph 52, Homeworks Construction shall bear the burden of demonstrating that its position complies with this Consent Decree and better furthers the objectives of the Consent Decree.

55. The invocation of dispute resolution procedures under this Section shall not, by itself, extend, postpone, or affect in any way any obligation of Homeworks Construction under this Consent Decree, unless and until final resolution of the dispute so provides. Stipulated penalties with respect to the disputed matter shall continue to accrue from the first Day of noncompliance, but payment shall be stayed pending resolution of the dispute as provided in Paragraph 36. If Homeworks Construction does not prevail on the disputed issue, stipulated penalties shall be assessed and paid as provided in Section VIII (Stipulated Penalties).

XI. INFORMATION COLLECTION AND RETENTION

56. The United States and its representatives, including attorneys, contractors, and consultants, shall have the right of entry into any Covered Work Sites at which Homeworks Construction is performing Renovations or where Renovation records are kept, at all reasonable times, upon presentation of credentials, to:

- a. monitor the progress of activities required under this Consent Decree;
- b. verify any data or information submitted to the United States [or the State] in accordance with the terms of this Consent Decree;
- c. obtain samples and, upon request, splits of any samples taken by Homeworks Construction or its representatives, contractors, or consultants;
- d. obtain documentary evidence, including photographs and similar data; and
- e. assess Homeworks Construction's compliance with this Consent Decree.

To the extent that such right of entry to the Covered Work Site requires approval by the owner(s) of the Covered Work Site, Homeworks Construction shall take all reasonable steps to obtain such approval prior to commencement of the Renovation.

57. Until five years after the termination of this Consent Decree, Homeworks Construction shall retain, and shall instruct its contractors and agents to preserve, all non-identical copies of all documents, records, or other

information (including documents, records, or other information in electronic form) in its or its contractors' or agents' possession or control, or that come into its or its contractors' or agents' possession or control, and that relate in any manner to Homeworks Construction's performance of its obligations under this Consent Decree. This information-retention requirement shall apply regardless of any contrary corporate or institutional policies or procedures. At any time during this information-retention period, upon request by the United States, Homeworks Construction shall provide copies of any documents, records, or other information required to be maintained under this Paragraph.

58. At the conclusion of the information-retention period provided in the preceding Paragraph, Homeworks Construction shall notify the United States at least 90 Days prior to the destruction of any documents, records, or other information subject to the requirements of the preceding Paragraph and, upon request by the United States, Homeworks Construction shall deliver any such documents, records, or other information to EPA. Homeworks Construction may assert that certain documents, records, or other information is privileged under the attorney-client privilege or any other privilege recognized by federal law. If Homeworks Construction asserts such a privilege, it shall provide the following:

- a. the title of the document, record, or information;
- b. the date of the document, record, or information;

- c. the name and title of each author of the document, record, or information;
- d. the name and title of each addressee and recipient;
- e. a description of the subject of the document, record, or information; and
- f. the privilege asserted by Homeworks Construction. However, no documents, records, or other information created or generated pursuant to the requirements of this Consent Decree shall be withheld on grounds of privilege.

59. Homeworks Construction may also assert that information required to be provided under this Section is protected as Confidential Business Information (“CBI”) under 40 C.F.R. Part 2. As to any information that Homeworks Construction seeks to protect as CBI, Homeworks Construction shall follow the procedures set forth in 40 C.F.R. Part 2.

60. This Consent Decree in no way limits or affects any right of entry and inspection, or any right to obtain information, held by the United States pursuant to applicable federal laws, regulations, or permits, nor does it limit or affect any duty or obligation of Homeworks Construction to maintain documents, records, or other information imposed by applicable federal or state laws, regulations, or permits.

XII. EFFECT OF SETTLEMENT/RESERVATION OF RIGHTS

61. This Consent Decree resolves only the civil claims of the United States for the violations alleged in the Complaint filed in this action through the Date of Lodging.

62. The United States reserves all legal and equitable remedies available to enforce the provisions of this Consent Decree. This Consent Decree shall not be construed to limit the rights of the United States to obtain penalties or injunctive relief under the Act or implementing regulations, or under other federal laws, regulations, or permit conditions, except as expressly specified in Paragraph 61.

63. In any subsequent administrative or judicial proceeding initiated by the United States for injunctive relief, civil penalties, other appropriate relief relating to the Homeworks Construction's violations, Homeworks Construction shall not assert, and may not maintain, any defense or claim based upon the principles of waiver, claim preclusion (*res judicata*), issue preclusion (*collateral estoppel*), claim-splitting, or other defenses based upon any contention that the claims raised by the United States in the subsequent proceeding were or should have been brought in the instant case, except with respect to claims that have been specifically resolved pursuant to Paragraph 61.

64. This Consent Decree is not a permit, or a modification of any permit, under any federal, State, or local laws or regulations. Homeworks Construction is responsible for achieving and maintaining complete compliance with all applicable federal, State, and local laws, regulations, and permits; and Homeworks Construction's compliance with this Consent Decree

shall be no defense to any action commenced pursuant to any such laws, regulations, or permits, except as set forth herein. The United States does not, by its consent to the entry of this Consent Decree, warrant or aver in any manner that Homeworks Construction's compliance with any aspect of this Consent Decree will result in compliance with provisions of the Act, 15 U.S.C. § 2601, *et seq.*, or with any other provisions of federal, State, or local laws, regulations, or permits.

65. This Consent Decree does not limit or affect the rights of Homeworks Construction or of the United States against any third parties, not party to this Consent Decree, nor does it limit the rights of third parties, not party to this Consent Decree, against Homeworks Construction, except as otherwise provided by law.

66. This Consent Decree shall not be construed to create rights in, or grant any cause of action to, any third party not party to this Consent Decree.

67. Homeworks Construction acknowledges that the United States has relied on: (1) the representations in Paragraph 15; and (2) the financial information provided by Homeworks Construction to the United States identified in Exhibit 2, in entering into the Consent Decree. Such representations and financial information are material to the United States' decision to agree to the terms contained herein. Accordingly, the United States reserves its right to seek additional relief (including payment of additional civil

penalty) judicially or administratively with respect to the matters contained in the Complaint if representations or financial information are materially inaccurate or contain material omissions, notwithstanding Paragraph 61. Any such relief would be in addition to, and not in lieu of, Homeworks Construction's agreements under this Consent Decree. Homeworks Construction waives any statute of limitations defense that may otherwise apply to such additional relief. Homeworks Construction reserves its defenses to such additional relief except the defense that Paragraph 61 bars such relief and except any statute of limitations defense.

XIII. COSTS

68. The Parties shall bear their own costs of this action, including attorneys' fees, except that the United States shall be entitled to collect the costs (including attorneys' fees) incurred in any action necessary to collect any portion of the civil penalty or any stipulated penalties due but not paid by Homeworks Construction.

XIV. NOTICES

69. Unless otherwise specified herein, whenever notifications, submissions, or communications are required by this Consent Decree, they shall be made in writing and addressed as follows:

As to DOJ by email (preferred): Chief
Environmental Enforcement,
U.S. Department of Justice
eescdcopy.enrd@usdoj.gov
Re: DJ No. 90-5-2-1-12999

and

Wayne T. Ault
Assistant United States Attorney
wayne.ault@usdoj.gov
Re: USAOID No. 2022V00720

As to DOJ by mail: Wayne T. Ault
Assistant United States Attorney
United States Attorney's Office
5400 Federal Plaza, Suite 1500
Hammond, Indiana 46320
Re: USAOID No. 2022V00720

As to EPA by email: r5lecab@epa.gov
Todd.michael@epa.gov
mcauliffe.mary@epa.gov

As to Homeworks Construction: Joe Colvin
1511 Pulaski Street
South Bend, Indiana 46613
(574) 315-2968
jcolvin@gohomeworks.com

70. Any Party may, by written notice to the other Parties, change its designated notice recipient or notice address provided above.

71. Notices submitted pursuant to this Section shall be deemed submitted upon mailing or transmission by email, unless otherwise provided in this Consent Decree or by mutual agreement of the Parties in writing.

XV. EFFECTIVE DATE

72. The Effective Date of this Consent Decree shall be the date upon which this Consent Decree is entered by the Court or a motion to enter the Consent Decree is granted, whichever occurs first, as recorded on the Court's docket; provided, however, that Defendant hereby agrees that it shall be bound to perform duties scheduled to occur prior to the Effective Date. If the United States withdraws or withholds consent to this Consent Decree before entry, or the Court declines to enter the Consent Decree, then the preceding requirement to perform duties scheduled to occur before the Effective Date shall terminate.

XVI. RETENTION OF JURISDICTION

73. The Court shall retain jurisdiction over this case until termination of this Consent Decree, for the purpose of resolving disputes arising under this Decree or entering orders modifying this Decree, pursuant to Sections X and XVII, or effectuating or enforcing compliance with the terms of this Decree.

XVII. MODIFICATION

74. The terms of this Consent Decree, including any attached appendices, may be modified only by a subsequent written agreement signed

by all the Parties. Where the modification constitutes a material change to this Decree, it shall be effective only upon approval by the Court.

75. Any disputes concerning modification of this Decree shall be resolved pursuant to Section X (Dispute Resolution), provided, however, that, instead of the burden of proof provided by Paragraph 47, the Party seeking the modification bears the burden of demonstrating that it is entitled to the requested modification in accordance with Rule 60(b) of the Federal Rules of Civil Procedure.

XVIII. TERMINATION

76. After Homeworks Construction has maintained continuous satisfactory compliance with this Consent Decree for a period of four years and has paid the civil penalty and any accrued stipulated penalties as required by this Consent Decree, Homeworks Construction may serve upon the United States a Request for Termination, stating that Homeworks Construction has satisfied those requirements, together with all necessary supporting documentation.

77. Following receipt by the United States of Homeworks Construction's Request for Termination, the Parties shall confer informally concerning the Request and any disagreement that the Parties may have as to whether Homeworks Construction has satisfactorily complied with the requirements for termination of this Consent Decree. If the United States

agrees that the Decree may be terminated, the Parties shall submit, for the Court's approval, a joint stipulation terminating the Decree.

78. If the United States does not agree that the Decree may be terminated, Homeworks Construction may invoke Dispute Resolution under Section X (Dispute Resolution). However, Homeworks Construction shall not seek Dispute Resolution of any dispute regarding termination, under Section X, until 30 Days after service of its Request for Termination.

XIX. PUBLIC PARTICIPATION

79. This Consent Decree shall be lodged with the Court for a period of not less than 30 Days for public notice and comment in accordance with 28 C.F.R. § 50.7. The United States reserves the right to withdraw or withhold its consent if the comments regarding the Consent Decree disclose facts or considerations indicating that the Consent Decree is inappropriate, improper, or inadequate. Homeworks Construction consents to entry of this Consent Decree without further notice and agrees not to withdraw from or oppose entry of this Consent Decree by the Court or to challenge any provision of the Decree, unless the United States has notified Homeworks Construction in writing that it no longer supports entry of the Decree.

XX. SIGNATORIES/SERVICE

80. Each undersigned representative of Homeworks Construction and the Assistant Attorney General for the Environment and Natural Resources

Division of the United States Department of Justice identified on the DOJ signature page below certifies that that person is fully authorized to enter into the terms and conditions of this Consent Decree and to execute and legally bind the Party that person represents to this document.

81. This Consent Decree may be signed physically or electronically in counterparts, each of which constitutes an original, and all of which constitutes one and the same Consent Decree. Facsimiles and electronic transmission of signatures, and copies of signatures in electronic or physical form, all shall constitute acceptable, binding, original signatures for the purposes of this Consent Decree, and its validity shall not be challenged on those bases. Homeworks Construction agrees to accept service of process by mail with respect to all matters arising under or relating to this Consent Decree and to waive the formal service requirements set forth in Rules 4 and 5 of the Federal Rules of Civil Procedure and any applicable Local Rules of this Court including, but not limited to, service of a summons. Homeworks Construction need not file an answer to the Complaint in this action unless or until the Court expressly declines to enter this Consent Decree.

XXI. INTEGRATION

82. This Consent Decree, and deliverables that are subsequently approved pursuant to this Decree, constitutes the entire agreement among the Parties regarding the subject matter of the Decree and supersedes all prior

representations, agreements and understandings, whether oral or written, concerning the subject matter of the Decree herein.

XXII. 26 U.S.C. § 162(f)(2)(A)(ii) IDENTIFICATION

83. For purposes of the identification requirement in Section 162(f)(2)(A)(ii) of the Internal Revenue Code, 26 U.S.C. § 62(f)(2)(A)(ii), and 26 C.F.R. § 1.162-21(b)(2), performance of Paragraph numbers 5, Sections VI and VII, Paragraph numbers 56–58, 60, and Appendices A–G is restitution, remediation, or required to come into compliance with law.

XXIII. FINAL JUDGMENT

84. Upon approval and entry of this Consent Decree by the Court, this Consent Decree shall constitute a final judgment of the Court as to the United States and Homeworks Construction.

XXIV. APPENDICES AND EXHIBITS

85. The following appendices and exhibits are attached to and part of this Consent Decree:

- a. Appendix A – Lead Paint Renovation Acknowledgment;
- b. Appendix B – Receipt of Lead Paint Pamphlet;
- c. Appendix C – Multi-Family Renovation Notice, Record of Tenant Notification, and Receipt of Lead Paint Pamphlet;
- d. Appendix D – Notice to Parents or Guardians, Record of Parent/Guardian Notification, and Receipt of Lead Paint Pamphlet;
- e. Appendix E – Fencing Form;

- f. Appendix F – Lead Test Results Form;
- g. Appendix G – LSWP Exception Form;
- h. Exhibit 1 – a list of Renovations performed by Homeworks Construction; and
- i. Exhibit 2 – a list of ability-to-pay documentation.

Dated and entered this __ day of _____, 2025.

UNITED STATES DISTRICT JUDGE

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of *United States of America v. Homeworks Construction, Inc.*, subject to public notice and comment.

FOR THE UNITED STATES OF AMERICA

ADAM R.F. GUSTAFSON

Acting Assistant Attorney General
Environment and Natural Resources Division
United States Department of Justice

M. SCOTT PROCTOR

Acting United States Attorney
Northern District of Indiana

By: Wayne T. Ault
WAYNE T. AULT
Assistant United States Attorney
Northern District of Indiana
5400 Federal Plaza, Suite 1500
Hammond, Indiana 46320
Telephone: (219) 937-5500
E-Mail: wayne.ault@usdoj.gov

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of *United States of America v. Homeworks Construction, Inc.*, subject to public notice and comment.

FOR THE ENVIRONMENTAL PROTECTION AGENCY

ROBERT
KAPLAN

 Digitally signed by ROBERT KAPLAN
Date: 2025.07.10 20:08:25 -05'00'

ROBERT A. KAPLAN

Regional Counsel

United States Environmental Protection Agency, Region 5

By: MICHAEL
HARRIS

 Digitally signed by
MICHAEL HARRIS
Date: 2025.07.09
11:24:10 -05'00'

MICHAEL D. HARRIS


Director

Enforcement and Compliance Assurance Division

United States Environmental Protection Agency,

Region 5

MARY
MCAULIFFE

 Digitally signed by MARY
MCAULIFFE
Date: 2025.07.01
10:42:07 -05'00'

MARY T. McAULIFFE

Associate Regional Counsel

United States Environmental Protection Agency, Region 5

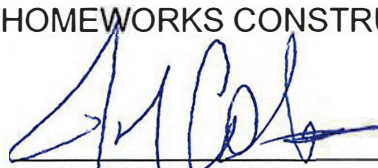
77 West Jackson Boulevard

Chicago, Illinois 60604

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of *United States of America v. Homeworks Construction, Inc.*, subject to public notice and comment.

FOR HOMEWORKS CONSTRUCTION, INC.

By:

A handwritten signature in blue ink, appearing to read 'J Colvin', is written over a horizontal line.

JOSEPH COLVIN

Chief Executive Officer
Homeworks Construction, Inc.

APPENDIX A

LEAD PAINT RENOVATION ACKNOWLEDGEMENT

One completed copy to customer and one to owner (if different), within 30 days of completion of renovation.

HWC, and if different, Certified Renovator Company Name		Date	
Customer Last Name	Customer First Name	Dates of Renovation	Contract No.
Address		City	State Zip

Briefly describe the type of job:

(e.g., front door, kitchen cabinets, etc.)

Training:**If applicable, certified renovator provided training to non-certified workers on (check all that apply):**

- | | | |
|---|---|--|
| <input type="checkbox"/> Posting warning signs | <input type="checkbox"/> Setting up plastic containment (interior/exterior) | <input type="checkbox"/> Close windows/doors/ducts |
| <input type="checkbox"/> Remove / cover furniture | <input type="checkbox"/> Avoiding spread of dust to adjacent areas | <input type="checkbox"/> Maintaining containment |
| <input type="checkbox"/> PPE | <input type="checkbox"/> Post-renovation cleaning (interior/exterior) | <input type="checkbox"/> Visual Inspection |
| <input type="checkbox"/> Waste handling | <input type="checkbox"/> Cleaning verification procedures | <input type="checkbox"/> Prohibited Practices |

Names of workers trained:

(Attach another page with additional names if necessary)

Notice:

- | | |
|--|--|
| <input type="checkbox"/> Copy of firm and personal RRP certs available on-site | <input type="checkbox"/> Warning signs posted at entrance to work area |
|--|--|

Containment: The work area was contained to prevent the spread of dust and debris (check all that apply and include at least one photo demonstrating containment):**For interior work:**

- ☐ All objects in the work area were removed or covered
- ☐ HVAC ducts in work area were closed and covered
- ☐ Windows and doors in work area closed and sealed
- ☐ Floor surfaces covered by plastic 6 ft from work area
- ☐ Doors in the work area were closed and sealed
- ☐ Doors that must be used in the work area were covered to allow passage but prevent spread of dust
- ☐ Floors in work area covered with taped-down plastic

For exterior work:

- ☐ Windows in and within 20 ft of work area were closed
- ☐ Doors in and w/in 20 ft of work area closed and sealed
- ☐ Ground was covered by plastic extending 10 ft from the work area – plastic anchored to building and weighed down by heavy objects
- ☐ If necessary, vertical containment was installed if property line prevents 10 ft of plastic ground cover, or if needed to prevent migration of dust and debris to adjacent property

Cleaning:

- ☐ Waste was contained on-site and while being transported off-site **(check all that apply and include at least one photo demonstrating the area was cleaned):**

For interior work:

- ☐ Plastic sheeting misted, folded dirty side inward, and taped for removal
- ☐ Work area surfaces, walls, and objects cleaned using HEPA vacuum and/or wet-cloths or mops
- ☐ Certified renovator performed cleaning verification.
Describe results, incl. no. of wet/dry cloths used:

For exterior work:

- ☐ All chips and debris were picked up
- ☐ Protective sheeting was misted, folded dirty side inward, and taped for removal
- ☐ Certified renovator performed a visual inspection, and no dust, debris or residue remain

I certify under penalty of law that the above information is true and complete, and certify that I have complied with all requirements of the Lead Renovation, Repair, and Painting (RRP) Rule, 40 C.F.R. § 745.80, et seq.

Printed Name	Signature	Firm Cert. No.	Individual Cert. No.
		Firm Cert. Expires	Indiv. Cert. Expires

CUSTOMER NOTICE: If you have any questions or concerns about the lead-safe work practices performed in your home, please contact EPA's National Lead Information Center at <https://www.epa.gov/lead/forms/lead-hotline-national-lead-information-center> or 1(800) 424-LEAD.

APPENDIX B

RECEIPT OF LEAD PAINT PAMPHLET

<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Customer Last Name	Customer First Name	Dates of Renovation	Contract No.
<input type="text"/>		<input type="text"/>	<input type="text"/>
Address		City	State Zip

PLEASE COMPLETE ONE OF THE TWO AREAS BELOW:

OWNER / OCCUPANT CONFIRMATION:

I am the (check one): ☐ Owner ☐ Occupant ☐ Both of the property listed above

I have received a copy of the lead hazard information pamphlet informing me of the potential risk of the lead hazard exposure from renovation activity to be performed in my dwelling unit. I received this pamphlet before the work began.

<input type="text"/>	<input type="text"/>	<input type="text"/>
Printed Customer Name	Customer Signature	Date

IF A RENTAL, AND TENANT IS UNAVAILABLE, SERVICE PROVIDER MUST CHECK ONE OF THE BOXES BELOW AND SIGN WHERE INDICATED:

☐ **Declined** – I certify that I have made a good faith effort to deliver the lead hazard information pamphlet to the rental dwelling unit listed above at the date and time indicated and that the occupant declined to sign the confirmation of receipt. I further certify that I have left a copy of the pamphlet at the unit with the occupant.

☐ **Unavailable for Signature** – I certify that I have made a good faith effort to deliver the lead hazard information pamphlet to the rental dwelling unit listed above at the date and time indicated and that the occupant was unavailable to sign the confirmation of receipt. I further certify that I have left a copy of the pamphlet at the unit by sliding it under the door or by _____
(fill in how pamphlet was left)

<input type="text"/>	<input type="text"/>	<input type="text"/>
Service Provider's Printed Name	Service Provider's Signature	Date and Time

CUSTOMER NOTICE: If you have any questions or concerns about the lead-safe work practices performed in your home, please contact EPA's National Lead Information Center at <https://www.epa.gov/lead/forms/lead-hotline-national-lead-information-center> or 1(800) 424-LEAD.

APPENDIX C

MULTI-FAMILY RENOVATION NOTICE

<div></div>			<div></div>
HWC, and if different, Certified Renovator Company Name			Date
<div></div>	<div></div>	<div></div>	<div></div>
Customer Last Name	Customer First Name	Dates of Renovation	Contract No.
<div></div>		<div></div>	<div></div> <div></div>
Address		City	State Zip

This Notice must be posted or provided to each tenant when renovations are performed in common areas of multi-family housing built before 1978.

We will perform the following renovation activities (e.g., sanding, window replacement):

In the following location(s) (e.g., lobby, library, gym):

We expect to start work by _____, and finish by _____.
(Date) (Date)

Because this property was built before 1978, some of the paint disturbed during the renovation may contain lead. You may obtain a copy of an EPA pamphlet about the dangers of lead paint and a signed checklist showing the lead-paint precautions that were taken during the work by telephoning me at the number below. Please leave a message and be sure to include your name, phone number, and address, and I will mail you the materials at no cost to you. Additional information about lead paint is available online at www.epa.gov/lead.

<div></div>	<div></div>	<div></div>
Service Provider's Printed Name	Service Provider's Signature	Date and Time
<div></div>		<div></div>
Service Provider Address		Telephone

CUSTOMER NOTICE: If you have any questions or concerns about the lead-safe work practices performed in your home, please contact EPA's National Lead Information Center at <https://www.epa.gov/lead/forms/lead-hotline-national-lead-information-center> or 1(800) 424-LEAD.

RECEIPT OF LEAD PAINT PAMPHLET

(Multi-Unit Housing – Owner / Operator)

<div></div>			<div></div>
HWC, and if different, Certified Renovator Company Name			Date
<div></div>	<div></div>	<div></div>	<div></div>
Customer Last Name	Customer First Name	Dates of Renovation	Contract No.
<div></div>		<div></div>	<div></div> <div></div>
Address		City	State Zip

Before performing work in the **common areas of multi-unit housing** (e.g., apartment buildings, etc.) built before 1978, we're required to (1) give the property owner an EPA pamphlet on the dangers of lead paint, **and** (2) notify tenants.

This form confirms that we've given the pamphlet to the property owner. You must use the relevant form to provide Multi-Family Renovation Notice and Record Notification.

OWNER / OCCUPANT CONFIRMATION:

I am the (check one): ☐ Owner OR ☐ Owner's Representative of the property listed above

I have received a copy of the lead hazard information pamphlet informing me of the potential risk of the lead hazard exposure from renovation activity to be performed in common area(s) of the property. I received this pamphlet before the work began.

<div></div>	<div></div>	<div></div>
Printed Customer Name	Customer Signature	Date

CUSTOMER NOTICE: If you have any questions or concerns about the lead-safe work practices performed in your home, please contact EPA's National Lead Information Center at <https://www.epa.gov/lead/forms/lead-hotline-national-lead-information-center> or 1(800) 424-LEAD.

RECORD OF TENANT NOTIFICATION

<div></div>			<div></div>
HWC, and if different, Certified Renovator Company Name			Date
<div></div>	<div></div>	<div></div>	<div></div>
Customer Last Name	Customer First Name	Dates of Renovation	Contract No.
<div></div>		<div></div>	<div></div> <div></div>
Address		City	State Zip

This form documents that you have provided a Multi-Family Renovation Notice to all tenants before beginning work in the common areas of a multi-family building.

I, the undersigned Installer, certify that under penalty of law I have provided advance notice of renovation activity to all tenants of the property listed above in accordance with 40 C.F.R. § 745.84(c)(2) by doing the following (check one):

- ☐ Delivered the Multi-Family Renovation Notice to every affected unit; **OR**
- ☐ Delivered the Multi-Family Renovation Notice to the mailbox of every affected unit; **OR**
- ☐ Posted copies of the Multi-Family Renovation Notice where they are likely to be seen by the occupants of all affected units.

<div></div>	<div></div>	<div></div>
Service Provider's Printed Name	Service Provider's Signature	Date and Time

APPENDIX D

NOTICE TO PARENTS OR GUARDIANS

(Child-Occupied Facility – Notification)

<div></div>			<div></div>
HWC, and if different, Certified Renovator Company Name			Date
<div></div>	<div></div>	<div></div>	<div></div>
Customer Last Name	Customer First Name	Dates of Renovation	Contract No.
<div></div>		<div></div>	<div></div> <div></div>
Address		City	State Zip

This Notice must be posted or provided to each child's parent or guardian when renovations are performed in a child-occupied facility (e.g., daycare or school serving children younger than six) built before 1978.

We will perform the following renovation activities (e.g., sanding, window replacement):

In the following location(s) (e.g., lobby, library, gym):

We expect to start work by _____, and finish by _____.
(Date) (Date)

Because this property was built before 1978, some of the paint disturbed during the renovation may contain lead. You may obtain a copy of an EPA pamphlet about the dangers of lead paint and a signed checklist showing the lead-paint precautions that were taken during the work by telephoning me at the number below. Please leave a message and be sure to include your name, phone number, and address, and I will mail you the materials at no cost to you. Additional information about lead paint is available online at www.epa.gov/lead.

<div></div>	<div></div>	<div></div>
Service Provider's Printed Name	Service Provider's Signature	Date and Time
<div></div>		<div></div>
Service Provider Address		Telephone

CUSTOMER NOTICE: If you have any questions or concerns about the lead-safe work practices performed in your home, please contact EPA's National Lead Information Center at <https://www.epa.gov/lead/forms/lead-hotline-national-lead-information-center> or 1(800) 424-LEAD.

RECEIPT OF LEAD PAINT PAMPHLET

(Child-Occupied Facility – Owner / Operator)

HWC, and if different, Certified Renovator Company Name			Date
Customer Last Name	Customer First Name	Dates of Renovation	Contract No.
Address		City	State Zip

Before performing work in a **child-occupied facility** (e.g., a daycare or school serving children younger than six) built before 1978, we're required to provide a copy of an EPA pamphlet on the dangers of lead paint to (1) the building's owner, (2) the operator of the facility, if that's someone different from the owner, **and** (3) parents or guardians of children who use the facility.

This form confirms that we've given the pamphlet to (1) the property owner and (2) the facility's operator. Notification of parents requires use of Notice to Parents or Guardian form.

OWNER / OPERATOR CONFIRMATION:

I am the (check one):

- ☐ Owner of the property listed above (or the owner's representative); **OR**
☐ Representative of the child-occupied facility at the property listed above; **OR**
☐ Both

I have received a copy of the lead hazard information pamphlet informing me of the potential risk of lead hazard exposure from renovation activity to be performed at the property. I received this pamphlet before the work began.

Printed Customer Name	Customer Signature	Date

IF OPERATOR IS UNAVAILABLE:

If an adult representative of the child-occupied facility is not available to sign this receipt, then the service provider must check one of the boxes below and sign where indicated:

- ☐ **Declined** – I certify that I have made a good faith effort to deliver the lead hazard information pamphlet to the child-occupied facility listed above at the date and time indicated and an adult representative was present but declined to sign the confirmation of receipt. I further certify that I have left a copy of the pamphlet at the facility with the adult representative.
- ☐ **Unavailable for Signature** – I certify that I have made a good faith effort to deliver the lead hazard information pamphlet to the child-occupied facility listed above at the date and time indicated and that an adult representative unavailable to sign the confirmation of receipt. I further certify that I have left a copy of the pamphlet at the facility by sliding it under the door or by _____.
(fill in how pamphlet was left)

Service Provider's Printed Name	Service Provider's Signature	Date and Time

CUSTOMER NOTICE: If you have any questions or concerns about the lead-safe work practices performed in your home, please contact EPA's National Lead Information Center at <https://www.epa.gov/lead/forms/lead-hotline-national-lead-information-center> or 1(800) 424-LEAD.

RECORD OF PARENT / GUARDIAN NOTIFICATION

(Child-Occupied Facility – Record)

<div></div>			<div></div>
HWC, and if different, Certified Renovator Company Name			Date
<div></div>	<div></div>	<div></div>	<div></div>
Customer Last Name	Customer First Name	Dates of Renovation	Contract No.
<div></div>		<div></div>	<div></div> <div></div>
Address		City	State Zip

This form documents that you have provided a Renovation Notice to every child's parent or guardian before beginning work in a child-occupied facility (e.g., daycare or school with children younger than six) that was built before 1978.

I, the undersigned Installer, certify that under penalty of law I have provided advance notice of renovation activity at a child-occupied facility in accordance with 40 C.F.R. § 745.84(c)(2) by doing the following (check one):

- ☐ Delivered the Renovation Notice to the parent or guardian of every child; **OR**
- ☐ Posted copies of the Renovation Notice where they can be seen by the parents or guardians of every child.

<div></div>	<div></div>	<div></div>
Service Provider's Printed Name	Service Provider's Signature	Date and Time

APPENDIX E

FENCING FORM

<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	
Customer Last Name	Customer First Name	Dates of Renovation	Contract No.	
<input type="text"/>		<input type="text"/>	<input type="text"/>	<input type="text"/>
Address		City	State	Zip

Removing a fence coated in lead paint may require lead-safe work practices per the EPA's Renovation, Repair, and Painting (RRP) Rules.

Homes built before 1978 may contain lead paint. But **fences** may not be the same age as the home, and their age cannot be verified by public records.

Therefore – if you are removing a painted fence at a home that was built **before 1978**, or if the age of the home is **unknown**, you must either:

- (i) **Test** the paint and record the results on a "Lead Test Results Form" **or**
- (ii) **Assume** the fence has lead paint and proceed accordingly **or**
- (iii) **Ask** the customer to provide the fence's year-built and sign the acknowledgement below.

I confirm the information stated below is correct. I understand that Homeworks Construction is relying on the information that I have provided to determine whether a lead-paint hazard exists, and I release Homeworks Construction and its subcontractors (if any) from liability stemming from reliance on my representation.

<input type="text"/>	<input type="text"/>	<input type="text"/>
Year Fence Built	Customer Signature	Date

If the customer represents that the fence was built before 1978, or if the customer does not know when the fence was built, then you must follow steps (i) or (ii), above.

CUSTOMER NOTICE: If you have any questions or concerns about the lead-safe work practices performed in your home, please contact EPA's National Lead Information Center at <https://www.epa.gov/lead/forms/lead-hotline-national-lead-information-center> or 1(800) 424-LEAD.

APPENDIX F

LEAD TEST RESULTS

<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Customer Last Name	Customer First Name	Dates of Renovation	Contract No.
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Address	City	State	Zip

- Before doing any work in a home built in or before 1978, an RRP-certified service provider must test the work area(s) for lead paint.
- If you believe that your work in a pre-1978 home is not subject to the RRP rules, please complete an "LSWP Exception Form" to document the exception(s).

Lead Paint Testing

<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Test Kit Manufacturer	Test Kit Lot	Test Date	Test Site
Test Results: Is Lead Present?		<input type="checkbox"/> Yes	<input type="checkbox"/> No <input type="checkbox"/> Purchase/Assume Lead Paint
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Test Kit Manufacturer	Test Kit Lot	Test Date	Test Site
Test Results: Is Lead Present?		<input type="checkbox"/> Yes	<input type="checkbox"/> No <input type="checkbox"/> Purchase/Assume Lead Paint
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Test Kit Manufacturer	Test Kit Lot	Test Date	Test Site
Test Results: Is Lead Present?		<input type="checkbox"/> Yes	<input type="checkbox"/> No <input type="checkbox"/> Purchase/Assume Lead Paint
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Test Kit Manufacturer	Test Kit Lot	Test Date	Test Site
Test Results: Is Lead Present?		<input type="checkbox"/> Yes	<input type="checkbox"/> No <input type="checkbox"/> Purchase/Assume Lead Paint
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Test Kit Manufacturer	Test Kit Lot	Test Date	Test Site
Test Results: Is Lead Present?		<input type="checkbox"/> Yes	<input type="checkbox"/> No <input type="checkbox"/> Purchase/Assume Lead Paint

Please use additional sheets if more than 6 sites are tested.

I certify under penalty of law that the above information is true and complete, and certify that I have complied with all requirements of the Lead Renovation, Repair, and Painting (RRP) Rule, 40 C.F.R. § 745.80, et seq.

<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Printed Name	Signature	Firm Cert. No.	Individual Cert. No.
		<input type="text"/>	<input type="text"/>
		Firm Cert. Expires	Indiv. Cert. Expires

APPENDIX G

LEAD PAINT RENOVATION ACKNOWLEDGEMENT

<div></div>			<div></div>
HWC, and if different, Certified Renovator Company Name			Date
<div></div>	<div></div>	<div></div>	<div></div>
Customer Last Name	Customer First Name	Dates of Renovation	Contract No.
<div></div>		<div></div>	<div></div> <div></div>
Address		City	State Zip

If you believe that your work in a home is exempt from the EPA's Lead Renovation, Repair, and Painting (RRP) Rule and does **NOT** require testing, please select one of the options below to indicate why.

- ☐ **1. The home was built in 1978 or after.**

Attach records (e.g., tax assessor or other public recording) establishing the year the home was built.

- ☐ **2. The work area does not contain lead paint.**

Please test the work areas and record the results on a Lead Test Results Form.

- ☐ **3. The work will disturb less than 20 sq. ft. of paint outdoors, or less than 6 sq. ft. of paint indoors.**

Please explain what work will be done and how you measured the amount of paint to be disturbed, attaching photographs where possible.

(Example: "New countertop install only – no demo" or "Storm protection only – 6 windows").

NOTE: Certain work practices are still prohibited even if the area disturbed is less than these levels; see 40 C.F.R. § 745.84(a)(3). A full-frame window replacement, or **any** demolition (i.e. breaking) of lead-painted components **always** requires Lead Safe Work Practices.

- ☐ **4. Housing is for elderly (62+) or disabled persons, and no children under 6 will reside there.**

Please ask the customer to sign below to confirm that this is correct:

Customer Signature

Date

- ☐ **5. This is a zero-bedroom dwelling (studio apartment, dorm rooms, etc.)**

Please ask the customer to sign below to confirm that this is correct:

Customer Signature

Date

- ☐ **6. The customer has provided a report from a certified inspector confirming there is no lead paint in any work area.**

NOTE: you **must** attach a copy of the inspector's report.

I certify under penalty of law that the above information is true and complete, and certify that I have complied with all requirements of the Lead Renovation, Repair, and Painting (RRP) Rule, 40 C.F.R. § 745.80, et seq.

<div></div>	<div></div>	<div></div>	<div></div>
Printed Name	Signature	Firm Cert. No.	Individual Cert. No.
		<div></div>	<div></div>
		Firm Cert. Expires	Indiv. Cert. Expires

CUSTOMER NOTICE: If you have any questions or concerns about the lead-safe work practices performed in your home, please contact EPA's National Lead Information Center at <https://www.epa.gov/lead/forms/lead-hotline-national-lead-information-center> or 1(800) 424-LEAD.

Exhibit 1

Project No.	Residence Type	Built Year	Contract Date	Contracted Work
2018247-BRA	Multi-Unit Dwelling	1973	7/24/2018	Kitchen and Bathroom Renovation
20181011-HEL	Single-Family	1974	10/11/2018	Window Renovation
20181024-DEC	Single-Family	1949	10/24/2018	Window Renovation
20182811-BAR	Single-Family	1973	11/28/2018	Window, Painting and Exterior Siding Renovation
2019281-KER	Single-Family	1963	1/28/2019	Window Renovation
20192-MAH	Single-Family	1951	2/26/2019	Window and Bathroom Renovation
2019183-MYE	Single-Family	1939	3/18/2019	Window and Exterior Siding Renovation
201965-WYE	Single-Family	1955	5/6/2019	Window Renovation
2019228-BAR	Single-Family	1964	8/22/2019	Window Renovation
202036-JAC	Single-Family	1968	6/3/2020	Exterior Siding Renovation
2020268-RUC	Single-Family	1972	8/26/2020	Window Renovation
202093-KEL	Single-Family	1913	9/3/2020	Window, Door and Exterior Siding Renovation
2020925-FLE	Single-Family	1950	9/25/2020	Window Renovation
20201016-EMM	Single-Family	1920	10/16/2020	Window and Exterior Siding Renovation
20201023-UPS	Single-Family	1930	10/23/2020	Window Renovation
202162-WAL	Single-Family	1940	6/2/2021	Window Renovation

Project No.	Residence Type	Built Year	Contract Date	Contracted Work
202169-LET	Single-Family	1907	6/9/2021	Window, Roof and Exterior Siding Renovation

EXHIBIT 2

Exhibit 2 – Ability-to-Pay Documentation

In determining Homework Constructions's ability to pay a civil penalty, the United States of America relied upon the following documentation provided by Homeworks Construction:

- The .pdf providing “financial projections”
- Any information provided regarding Homeworks Construction's loans
- Tax forms
- Year-end and current balance sheets
- Quarterly profit and loss statements