

In the Matter of:) Docket No. TSCA-05-2026-0014
)
 Dennis Meints) Proceeding to Assess a Civil
 St. Paul, Minnesota,) Penalty Under Section 16(a) of the
) Toxic Substances Control Act,
 Respondent.) 15 U.S.C. § 2615(a)
)

Consent Agreement and Final Order

A. 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 Sections 22.1(a)(5), 22.13(b), and 22.18(b)(2) and (3) of 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. §§ 22.1(a)(5), 22.13(b) and 22.18(b)(2) and (3).

2. Complainant is the U.S. Environmental Protection Agency (EPA). The EPA Administrator has delegated the authority to settle civil administrative penalty proceedings under Section 16(a) of TSCA to the Division Director of the Enforcement and Compliance Assurance Division, United States Environmental Protection Agency (EPA), Region 5.

3. Respondent is Dennis Meints, a sole proprietor doing business in the State of Minnesota.

4. EPA and Respondent agree that settling this action is in the public interest and consent to the entry of this Consent Agreement and Final Order (CAFO) without the adjudication of any issues of law or fact.

5. Respondent agrees to comply with the terms of this CAFO.

B. Jurisdiction

6. The alleged violations in this CAFO are pursuant to Section 1018 of Title X of the Residential Lead-Based Paint Hazard Reduction Act of 1992 (the Lead Act), 42 U.S.C. § 4852d.

7. The Regional Judicial Officer of Region 5 is authorized to ratify the consent agreement memorializing the settlement between EPA and Respondent and to issue the attached Final Order. 40 C.F.R. §§ 22.4(b) and 22.18(b).

C. Statutory and Regulatory Background

8. The Lead Act at 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.

9. 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.

10. 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.

11. 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.

12. 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.

13. 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.

14. 40 C.F.R. § 745.113(b) requires that each contract to lease target housing include, as an attachment or within the contract, a lead warning statement; 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; 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 or a statement that no such records exist; 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, the signatures and dates of signature of the lessor, and lessee certifying the accuracy of their statements.

15. Under 42 U.S.C. § 4852d(b)(5) and 40 C.F.R. § 745.118(e), failure to comply with the Disclosure Rule violates Section 409 of TSCA, 15 U.S.C. § 2689, which 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).

16. Under 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 \$22,263 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.

D. Allegations

17. Complainant incorporates paragraphs 1 through 16 of this CAFO as if set forth in this paragraph.

18. Between calendar years 2019 and 2023, Respondent owned residential multi-family buildings in St. Paul, Minnesota, located at 359 Maria Avenue, 855 Hague Avenue, and 523 Laurel Avenue, and a single-family dwelling located at 880 York Avenue (Respondent's Properties).

19. Respondent's Properties were constructed prior to 1978.

20. On or about December 4, 2023, Complainant issued an administrative subpoena to Respondent under authority of Section 11 of TSCA, 15 U.S.C. § 2610, seeking, among other things, copies of all rental agreements, contracts for sale, and lead-based paint disclosure documentation for rental and sales transactions at apartment buildings and single-family dwellings owned and/or managed by the Respondent from January 1, 2019 through December 4, 2023.

21. On or about January 31, 2024, Respondent provided Complainant with documents responsive to the TSCA administrative subpoena referenced in paragraph 20, including information identifying Respondent as owner of Respondent's Properties.

22. On or about the following dates, Respondent, either directly or through Respondent's authorized agent, entered into the following 23 lease agreements (contracts) with individuals for the lease of Respondent's Properties and/or apartment units within Respondent's Properties:

Line No.	Address	Apartment No.	Date of Lease
1	359 Maria Avenue, St. Paul, MN 55106	1	8/2/2016
2	359 Maria Avenue, St. Paul, MN 55106	3	2/8/2019
3	359 Maria Avenue, St. Paul, MN 55106	4	5/21/2019
4	523 Laurel Avenue, St. Paul, MN 55102	2	12/3/2022
5	523 Laurel Avenue, St. Paul, MN 55102	2	6/1/2022
6	855 Hague Avenue, St. Paul, MN 55104	3	6/21/2021
7	855 Hague Avenue, St. Paul, MN 55104	Unknown	Lease not signed or dated
8	855 Hague Avenue, St. Paul, MN 55104	1	Lease not signed - Lease start date 9/28/2021
9	855 Hague Avenue, St. Paul, MN 55104	2	Lease not signed - Lease start date 9/19/2021

Line No.	Address	Apartment No.	Date of Lease
10	855 Hague Avenue, St. Paul, MN 55104	Unknown	Lease not signed - Lease start date 7/27/2021
11	855 Hague Avenue, St. Paul, MN 55104	3	Lease not signed - Lease start date 9/19/2022
12	855 Hague Avenue, St. Paul, MN 55104	2	Lessee signed on 11/8/2022, No Lessor Signature
13	855 Hague Avenue, St. Paul, MN 55104	2	11/10/2022
14	855 Hague Avenue, St. Paul, MN 55104	1	Lease not signed - Lease start date 3/1/2022
15	855 Hague Avenue, St. Paul, MN 55104	2	5/8/2022
16	855 Hague Avenue, St. Paul, MN 55104	2	6/23/2022 - Signed by Lessee Only
17	855 Hague Avenue, St. Paul, MN 55104	3	7/9/2022
18	855 Hague Avenue, St. Paul, MN 55104	2	6/5/2022
19	855 Hague Avenue, St. Paul, MN 55104	1	Lease not signed
20	855 Hague Avenue, St. Paul, MN 55104	3	2/27/2022
21	855 Hague Avenue, St. Paul, MN 55104	1	Lease not signed
22	855 Hague Avenue, St. Paul, MN 55104	3	11/13/2022
23	855 Hague Avenue, St. Paul, MN 55104	1	4/19/2023, One signed by the lessee only and the other by the lessor only

23. Each of the 23 contracts referred in paragraph 22, above, covered a term of occupancy greater than 100 days.

24. Respondent's Properties and each apartment unit within Respondent's Properties are "target housing" as defined in 40 C.F.R. § 745.103 that are not otherwise exempt under 40 C.F.R. § 745.101.

25. Respondent is a "lessor," as defined in 40 C.F.R. § 745.103, because Respondent offered the target housing referred to in paragraph 23, above, for lease.

26. Each individual who signed a lease or entered into an oral contract to pay rent in exchange for occupancy of the target housing referred to in paragraph 22, above, became a "lessee," as defined in 40 C.F.R. § 745.103.

Counts 1 to 23: 40 C.F.R. § 745.113(b)(1)

27. Complainant incorporates paragraphs 1 through 26 of this CAFO as if set forth in this paragraph.
28. Respondent failed to include, before the lessee was obligated under a contract to lease the housing, either within the contract or as an attachment to the contract to lease target housing, a Lead Warning Statement as set out in 40 C.F.R. § 745.113(b)(1) in 23 lease contracts, referenced in paragraph 22, above.
29. Respondent's failure to include, either within the contract or as an attachment to the contract, a Lead Warning Statement for each leasing transaction referred to in paragraph 22, above, constitutes 23 violations of 40 C.F.R. § 745.113(b)(1), 15 U.S.C. § 2689, and 42 U.S.C. § 4852d(b)(5).

Counts 24 to 46: 40 C.F.R. § 745.113(b)(2)

30. Complainant incorporates paragraphs 1 through 26 of this CAFO as if set forth in this paragraph.
31. Respondent failed to include, before the lessee was obligated under a contract to lease the housing, either within the contract or as an attachment to the contract to lease target housing, a statement by the lessor 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, in 23 lease contracts, referenced in paragraph 22, above.
32. Respondent's failure to include, either within each contract or as an attachment to the contract, a statement by the lessor disclosing either the presence of any known lead-based paint and/or lead-based paint hazards in the target housing being leased or a lack of knowledge of such presence for each leasing transaction referred to in paragraph 22, above, constitutes 23 violations of

40 C.F.R. § 745.113(b)(2), 15 U.S.C. § 2689, and 42 U.S.C. § 4852d(b)(5).

Count 47 to 69: 40 C.F.R. § 745.113(b)(3)

33. Complainant incorporates paragraphs 1 through 26 of this CAFO as if set forth in this paragraph.

34. Respondent failed to include, before the lessee was obligated under a contract to lease the housing, either within the contract or as an attachment to the contract to lease target housing, a list of any records or reports available to the lessor regarding lead-based paint and/or lead-based paint hazards in the housing that have been provided to the lessee or a statement that no such records are available, in 23 lease contacts, referenced in paragraph 22, above.

35. Respondent's failure to include, either within each contract or as an attachment to the contract, 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, for each leasing transaction referred to in paragraph 22, above, constitutes 23 violations of 40 C.F.R. § 745.113(b)(3), 15 U.S.C. § 2689, and 42 U.S.C. § 4852d(b)(5).

Counts 70 to 92: 40 C.F.R. § 745.113(b)(4)

36. Complainant incorporates paragraphs 1 through 26 of this CAFO as if set forth in this paragraph.

37. Respondent failed to include, before the lessee was obligated under a contract to lease the housing, either within the contract or as an attachment to the contract to lease target housing, a statement by the lessee affirming receipt of the information required by 40 C.F.R. § 745.113(b)(2) and (3) and the Lead Hazard Information Pamphlet required under 15 U.S.C. § 2686, in 23 lease contracts, referenced in paragraph 22, above.

38. Respondent's failure to include, either within each contract or as an attachment to the contract, a statement by the lessee affirming receipt of the information required by 40 C.F.R. § 745.113(b)(2) and (3) and the Lead Hazard Information Pamphlet required under 15 U.S.C. § 2686 for each leasing transaction referred to in paragraph 22, above, constitutes 23 violations of 40 C.F.R. § 745.113(b)(4), 15 U.S.C. § 2689, and 42 U.S.C. § 4852d(b)(5).

Count 93 to 115: 40 C.F.R. § 745.113(b)(6)

39. Complainant incorporates paragraphs 1 through 26 of this CAFO as if set forth in this paragraph.

40. Respondent failed to include, either within the contract or as an attachment to the contract to lease target housing, the signatures of the lessor and the lessee certifying to the accuracy of their statements and the dates of such signatures, in 23 lease contracts, referenced in paragraph 22, above.

41. Respondent's failure to include, either within each contract or as an attachment to the contract, the signatures of the lessor and the lessee certifying to the accuracy of their statements and the dates of such signatures for each leasing transaction referred to in paragraph 22, above, constitutes 23 violations of 40 C.F.R. § 745.113(b)(6), 15 U.S.C. § 2689, and 42 U.S.C. § 4852d(b)(5).

E. Terms of Consent Agreement

42. For the purposes of this proceeding, as required by 40 C.F.R. § 22.18(b)(2), Respondent:

- a. admits to the jurisdictional allegations in this CAFO;
- b. neither admits nor denies the allegations stated in Section D of this CAFO;
- c. consents to the assessment of a civil penalty as stated below;
- d. consents to any conditions specified in this CAFO;

- e. waives any right to contest the allegations set forth in Section D of this CAFO; and
- f. waives its right to appeal this CAFO.

43. For the purposes of this proceeding, Respondent:

- a. agrees this CAFO states a claim upon which relief may be granted against Respondent;
- b. acknowledges this proceeding constitutes an enforcement action for purposes of considering Respondent's compliance history in any subsequent enforcement actions;
- c. waives any and all remedies, claims for relief and otherwise available rights to judicial or administrative review that Respondent may have with respect to any issue of fact or law set forth in this CAFO, including any right of judicial review under Section 19 of TSCA, 15 U.S.C. § 2618;
- d. waives its right to request a hearing as provided at 40 C.F.R. § 22.15(c);
- e. 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; and
- f. waives any rights it may possess at law or in equity to challenge the authority of EPA to bring a civil action in a United States District Court to compel compliance with the CAFO, and to seek an additional penalty for noncompliance, and agrees that federal law shall govern in any such civil action.

44. Based on analysis of the factors specified in Section 16(a) of TSCA, 15 U.S.C. § 2615(a),

including Respondent's ability to pay and the effect on Respondent's ability to continue to do business, and the facts of this case, EPA has determined that an appropriate civil penalty to settle this action is \$1,000.

45. Respondent agrees to pay a civil penalty in the amount of \$1,000 (Assessed Penalty) within thirty (30) days after the date the Final Order ratifying this Agreement is filed with the Regional Hearing Clerk (Filing Date). EPA conducted an analysis of Respondent's financial information and

determined Respondent has a limited ability to pay. Consequently, in accordance with applicable law, EPA determined that the Assessed Penalty is an appropriate amount to settle this action.

46. 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>.

47. When making a payment, Respondent shall:

- a. Identify every payment with Respondent's name and the docket number of this Agreement, TSCA-05-2026-0014,
- b. Concurrently with any payment or within 24 hours of any payment, Respondent shall serve proof of such payment to the following persons:

Regional Hearing Clerk (E-19J)
U.S. Environmental Protection Agency, Region 5
r5hearingclerk@epa.gov

Michael Todd
Enforcement and Compliance Assurance Division
U.S. Environmental Protection Agency, Region 5
todd.michael@epa.gov
R5lecab@epa.gov

Mary McAuliffe
Office of Regional Counsel
U.S. Environmental Protection Agency, Region 5
mcauliffe.mary@epa.gov

U.S. Environmental Protection Agency
Cincinnati Finance Center
Via electronic mail to:
CINWD_AcctsReceivable@epa.gov

"Proof of payment" means, as applicable, confirmation of credit card or debit card payment, or confirmation of wire or automated clearinghouse transfer, and any other information required to demonstrate that payment has been made according

to EPA requirements, in the amount due, and identified with the appropriate docket number and Respondent's name.

48. Interest, Charges, and Penalties on Late Payments. Pursuant to 15 U.S.C. § 2615(a)(4), 31 U.S.C. § 3717, 31 C.F.R. § 901.9, and 40 C.F.R. § 13.11, if Respondent fails to timely pay the full amount of the Assessed Penalty per this Agreement, the entire unpaid balance of the Assessed Penalty and all accrued interest shall become immediately 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. Per 15 U.S.C. § 2615(a)(4), interest will be assessed pursuant to currently prevailing rates.
- b. Handling Charges. The United States' enforcement expenses including, but not limited to, attorneys' fees and costs of handing collection.
- c. Late Payment Penalty. A ten percent (10%) quarterly non-payment penalty.

49. 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 EPA may take include, but are not limited to, the following.

- a. Refer the debt to a credit reporting agency or a collection agency, per 40 C.F.R. §§ 13.13 and 13.14.
- b. Collect the debt by administrative offset (i.e., the withholding of money payable by the United States government to, or held by the United States government for, a person to satisfy the debt the person owes the United States government), which includes, but is not limited to, referral to the Internal Revenue Service for offset against income tax refunds, per 40 C.F.R. Part 13, Subparts C and H.
- c. Suspend or revoke Respondent's licenses or other privileges or suspend or disqualify Respondent from doing business with EPA or engaging in programs EPA sponsors or funds, per 40 C.F.R. § 13.17.

d. Request that the Attorney General bring a civil action to enforce the Final Order and recover the full remaining balance of the Assessed Penalty, in addition to interest and the amounts described above, per 15 U.S.C. § 2615(a)(4). In any such action, the validity, amount, and appropriateness of the Assessed Penalty and Final Order shall not be subject to review.

50. Allocation of Payments. Pursuant to 31 C.F.R. § 901.9(f) and 40 C.F.R. § 13.11(d), a partial payment of debt will be applied first to outstanding handling charges, second to late penalty charges, third to accrued interest, and last to the principal that is the outstanding Assessed Penalty amount.

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

52. By signing this CAFO, Respondent consents to the release of any information in this CAFO to the public and agrees this CAFO does not contain business information that is entitled to confidential treatment under 40 C.F.R. Part 2.

53. By signing this CAFO, the undersigned representative of EPA and the undersigned representative of Respondent each certify that they are fully authorized to execute and enter into the terms and conditions of this CAFO and have the legal capacity to bind the party they represent to this CAFO.

54. By signing this CAFO, Respondent certifies that the information it has supplied concerning this matter was at the time of submission true, accurate and complete for each such submission, response and statement. Respondent further acknowledges that knowingly and willfully providing false information to EPA in violation of 18 U.S.C. § 1001, or knowingly falsifying, concealing, covering up or destroying any record with the intent to impede, obstruct or influence the investigation or proper administration of any matter within the jurisdiction of EPA in violation of 18 U.S.C. § 1519,

may subject Respondent to criminal penalties, including but not limited to possibility of fines and/or imprisonment.

55. Each party shall bear its own attorney's fees, costs, and disbursements incurred in this proceeding, except in the case of a civil action brought by the Attorney General of the United States to recover unpaid penalties as described above.

F. Effect of Consent Agreement and Attached Final Order

56. The parties consent to service of this CAFO by e-mail at the following e-mail addresses: mcauliffe.mary@epa.gov (for EPA), and kwillems@bassford.com (for Respondent).

57. In accordance with 40 C.F.R. § 22.18(c), completion of the terms of this CAFO resolves only Respondent's liability for federal civil penalties for the violations specifically alleged in this CAFO.

58. This CAFO constitutes the entire agreement and understanding of the parties and supersedes any prior agreements or understandings, whether written or oral, among the parties with respect to this matter.

59. The terms, conditions, and compliance requirements of this CAFO may not be modified or amended except upon the written agreement of both parties and approval of the Regional Judicial Officer.

60. The provisions of this Agreement shall apply to and be binding upon Respondent and its officers, directors, authorized representatives, successors, and assigns.

61. Any violation of this CAFO may result in a civil judicial action for an injunction under TSCA Section 17, 15 U.S.C. § 2616, or civil penalties of up to \$49,772 per day per violation, or both, as provided in Section 16(a) of TSCA, 15 U.S.C. § 2615(a), and 40 C.F.R. § 19.4, as well as criminal

sanctions as provided in Section 16(b) of TSCA, 15 U.S.C. § 2615(b). EPA may use any information submitted under this CAFO in an administrative, civil judicial, or criminal action.

62. Nothing in this CAFO relieves Respondent of the duty to comply with all applicable provisions of TSCA and other federal, state, or local laws or statutes, nor does it restrict EPA's authority to seek compliance with any applicable laws or regulations, nor is it a ruling on, or determination of, any issue related to any federal, state, or local permit.

63. Nothing in this CAFO limits the power of EPA to undertake any action against Respondent or any person in response to conditions that may present an imminent and substantial endangerment to the public health, welfare, or the environment.

64. EPA reserves the right to revoke this CAFO and settlement penalty if and to the extent that EPA finds, after signing this CAFO, that any information provided by Respondent was materially false or inaccurate at the time such information was provided to EPA, and to assess and collect any civil penalties permitted by statute for any violation described herein. EPA will give Respondent written notice of its intent to revoke this CAFO, which will not be effective until received by Respondent.

G. Effective Date

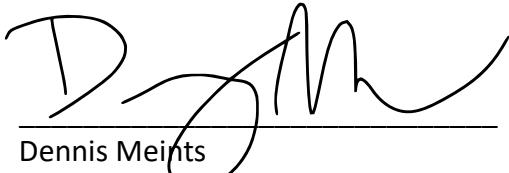
65. This CAFO will be effective after the Regional Judicial Officer executes the attached Final Order, on the date of filing with the Regional Hearing Clerk. Upon filing, EPA will transmit a copy of the filed CAFO to Respondent.

**Consent Agreement and Final Order
In the Matter of Dennis Meints
Docket No.: TSCA-05-2026-0014**

Dennis Meints, Respondent

12/30/2025

Date



Dennis Meints
Property Owner/Lessor

**Consent Agreement and Final Order
In the Matter of Dennis Meints
Docket No.: TSCA-05-2026-0014**

United States Environmental Protection Agency, Complainant

Carolyn Persoon
Acting Division Director
Enforcement and Compliance Assurance Division
U.S. Environmental Protection Agency, Region 5

**Consent Agreement and Final Order
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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
U.S. Environmental Protection Agency
Region 5