

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY  
REGION I

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IN THE MATTER OF: )

Daniel J. Lynch and )  
Grace K. Lynch )  
One Main Street, )  
Foxboro, Massachusetts 02035 )

Respondents. )

Proceeding under Section 16(a) of the )  
of the Toxic Substances Control Act, )  
15 U.S.C. § 2615(a) )  
\_\_\_\_\_)

Docket Number:  
TSCA-01-2008-0045

**ADMINISTRATIVE COMPLAINT AND NOTICE OF OPPORTUNITY FOR HEARING**

**I. STATEMENT OF AUTHORITY**

1. This Administrative Complaint and Notice of Opportunity for Hearing (“Complaint”) is issued pursuant to Section 16(a) of the Toxic Substances Control Act (“TSCA”), 15 U.S.C. § 2615(a), 40 C.F.R. § 745.118, and the Consolidated Rules of Practice Governing the Administrative Assessment of Civil Penalties, Issuance of Compliance or Corrective Action Orders, and the Revocation, Termination or Suspension of Permits (“Consolidated Rules of Practice”), 40 C.F.R. Part 22. The Complainant is the Enforcement Manager, Office of Environmental Stewardship, United States Environmental Protection Agency, Region 1.

## **II. NATURE OF THE ACTION**

2. The Respondents in this action, Daniel J. Lynch and Grace K. Lynch, are hereby notified of the Enforcement Manager's determination that the Respondents have violated TSCA Section 409, 15 U.S.C. § 2689, the Residential Lead-Based Paint Hazard Reduction Act of 1992 (the "Act"), 42 U.S.C. §§ 4851 *et seq.*, and the federal regulations promulgated thereunder, set forth in 40 C.F.R. Part 745, Subpart F ("Disclosure Rule"). Complainant seeks civil penalties pursuant to TSCA Section 16, 15 U.S.C. § 2615, which provides that violations of TSCA Section 409, 15 U.S.C. § 2689, are subject to the assessment by Complainant of civil and/or criminal penalties. In support of its Complaint, Complainant alleges the following:

## **III. STATUTORY AND REGULATORY BACKGROUND**

3. In 1992, Congress passed the Act in response to findings that low-level lead poisoning is widespread among American children, that pre-1980 American housing stock contains more than three million tons of lead in the form of lead-based paint, and that the ingestion of lead from deteriorated or abraded lead-based paint is the most common cause of lead poisoning in children. Among the stated purposes of the Act is to ensure that the existence of lead-based paint hazards is taken into account in the rental of homes and apartments.

4. In 1996, the United States Environmental Protection Agency ("EPA") promulgated regulations to implement the Act. These regulations are set forth at 40 C.F.R. Part 745, Subpart F.

5. Pursuant to TSCA Section 401(17), 15 U.S.C. § 2681(17), and 40 C.F.R. § 745.103, the housing stock addressed by the Act's transaction requirements is termed "target housing," and is defined as any housing constructed prior to 1978, except housing for the elderly or persons with disabilities (unless any child who is less than six years of age resides or is expected to reside in such housing) or any 0-bedroom dwelling.

6. The implementing regulations set forth at 40 C.F.R. Part 745, Subpart F, require that sellers and lessors of target housing, among other things, provide to purchasers and lessees a lead hazard information pamphlet; disclose to purchasers and lessees the presence of any known lead-based paint and/or lead-based paint hazards; provide records or reports available to the lessor or seller pertaining to lead-based paint; and include as an attachment, or within the contract to lease target housing, a Lead Warning Statement, a statement by the lessor or seller disclosing the presence of known lead-based paint or lead-based paint hazards or lack of knowledge thereof, and a list of any records or reports available to the lessor or seller that pertain to lead-based paint or lead-based paint hazards in the housing.

7. Pursuant to Section 1018(b)(5) of the Act, 42 U.S.C. § 4852d(b)(5), and 40 C.F.R. § 745.118(e), failure to comply with the Subpart F disclosure requirements is a violation of TSCA Section 409, 15 U.S.C. § 2689.

8. Section 16(a)(1) of TSCA, 15 U.S.C. § 2615(a)(1), provides that any person who violates a provision of TSCA Section 409, 15 U.S.C. § 2689, shall be liable to the United States for a civil penalty.

9. Section 1018(b)(5) of the Act and 40 C.F.R. § 745.118(f) provide that for purposes of

enforcing the Disclosure Rule under TSCA, the penalty for each violation applicable under Section 16 shall be no more than \$10,000, except for violations occurring after July 28, 1997, which shall be no more than \$11,000.

**IV. GENERAL ALLEGATIONS**

10. Respondents are currently and were at the time of the violations alleged in this Complaint individuals residing in the Commonwealth of Massachusetts.

11. At all times relevant to this Complaint, Respondent Grace K. Lynch owned and Respondents offered for lease at least four units of residential housing located in Foxboro, Massachusetts. At all times relevant to this Complaint, Respondent Daniel J. Lynch did business as "Foxboro Real Estate."

12. Thus, Respondent Grace K. Lynch is an "owner" and Respondents are "lessors," as defined in 40 C.F.R. § 745.103.

13. On April 26 and 27, 2006 and on May 4, 2006, authorized representatives of EPA conducted inspections at buildings owned by Respondent Grace K. Lynch to determine compliance with the Disclosure Rule. Subsequent to the inspection, EPA representatives reviewed leases for the following apartments in Foxboro, Massachusetts offered for lease by Respondents: 5 Main Street, Apt. #3; 18 Wall Street, Apt. #1; 35 South Street; and 39 South Street, Apt. #9.

14. The apartments listed in Paragraph 13 above are "target housing," as defined in 40 C.F.R. § 745.103, and do not qualify for exemptions to the provisions of the Act or the Disclosure Rule.

**V. VIOLATIONS**

15. EPA has identified the following violations of the Act based upon a review of relevant documents and the inspections described above in Paragraph 13:

**Count I - Failure to Provide Lead Hazard Information Pamphlet**

16. Paragraphs 1 through 15 above are incorporated by reference as if fully set forth herein.

17. Pursuant to 40 C.F.R. § 745.107(a)(1), a lessor is required to provide a lessee, before the lessee is obligated under any contract to lease target housing, with an EPA-approved lead hazard information pamphlet entitled *Protect Your Family From Lead in Your Home* or an equivalent pamphlet that has been approved by EPA for use in the state where such target housing is located.

18. Respondents failed to provide an EPA-approved lead hazard information pamphlet in connection with the leases of the following Foxboro, Massachusetts properties listed below:

a. A lease dated January 25, 2006, for a one year tenancy of Apartment #3 consisting of three rooms at 5 Main Street, Foxboro.

b. A lease dated April 4, 2006, for a one year tenancy of Apartment #1 consisting of four rooms at 18 Wall Street, Foxboro.

c. A lease dated October 25, 2006, for a one year tenancy of four rooms at 35 South Street, Foxboro.

d. A lease dated May 25, 2005, for a one year tenancy of Apartment #9 consisting of three rooms at 39 South Street, Foxboro.

19. Respondents' failure to provide lessees of target housing with an EPA-approved lead hazard information pamphlet prior to the lessees becoming obligated under a lease contract to

lease target housing on four (4) separate occasions constitutes four (4) separate violations of 40 C.F.R. § 745.107(a)(1) and TSCA Section 409.

**Count II - Failure to Include Lead Warning Statement**

20. Paragraphs 1 through 19 above are incorporated by reference as if fully set forth herein.

21. Pursuant to 40 C.F.R. § 745.113(b)(1), each contract to lease target housing must include a Lead Warning Statement within, or as an attachment to, the contract.

22. Respondents failed to include the Lead Warning Statement in, or attached to, each of the four (4) leases listed in Paragraph 18, above.

23. Respondents' failure to include the Lead Warning Statement as an attachment to, or within, the contracts to lease target housing listed in Paragraph 18 constitutes four (4) separate violations of 40 C.F.R. § 745.113(b)(1) and TSCA Section 409.

**Count III - Failure to include in the lease or as an attachment thereto a statement by the lessor disclosing the presence of known lead-based paint or lead-based paint hazards, or lack of knowledge thereof.**

24. Paragraphs 1 through 23 above are incorporated by reference as if fully set forth herein.

25. Pursuant to 40 C.F.R. § 745.113(b)(2), a contract to lease target housing must include as an attachment or within the lease contract a statement by the lessor disclosing the presence of known lead-based paint and/or lead-based paint hazards in the target housing being leased, or indicating no knowledge of the presence of lead-based paint and/or lead-based paint hazards.

26. Respondents failed to include as an attachment to or within the lease contracts listed in Paragraph 18 above, a statement by the lessor disclosing the presence of known lead-based paint and/or lead-based paint hazards in the target housing being leased, or indicating no knowledge of the presence of lead-based paint and/or lead-based paint hazards.

27. Respondents' failure to include, as an attachment to or within the lease contracts listed in Paragraph 18 above, a statement by the lessor disclosing the presence of known lead-based paint and/or lead-based paint hazards in the target housing being leased, or indicating no knowledge of the presence of lead-based paint and/or lead-based paint hazards, constitutes four (4) separate violations of 40 C.F.R. § 745.113(b)(2) and TSCA Section 409, 15 U.S.C. § 2689.

**Count IV - Failure to include as an attachment or within a lease contract, a list of any records or reports available to the lessor that pertain to lead-based paint or lead-based paint hazards in the housing, or the failure to indicate that no such records exist.**

28. Paragraphs 1 through 27 above are incorporated by reference as if fully set forth herein.

29. Pursuant to 40 C.F.R. § 745.113(b)(3), a contract to lease target housing must include as an attachment or within the contract to lease target housing a list of any records or reports available to the lessor that pertain to lead-based paint or lead-based paint hazards in the housing, or indicate that no such records exist.

30. Respondents failed to list in an attachment to or within the lease contracts listed in Paragraph 18 above, records or reports available to Respondents that pertain to lead-based paint or lead-based paint hazards, or to indicate that no such records exist.

31. Respondents' failure to include, as an attachment to or within the lease contracts

listed in Paragraph 18 above, a list of any records or reports available to the lessor that pertain to lead-based paint or lead-based paint hazards in the housing, or to indicate that no such records exist, constitutes four (4) separate violations of 40 C.F.R. § 745.113(b)(3) and TSCA Section 409, 15 U.S.C. § 2689.

## **VI. PROPOSED PENALTY**

32. Based upon the violations described in this Complaint, a civil penalty of \$20,600 is hereby proposed to be assessed against Respondents. The proposed civil penalty has been determined in accordance with TSCA Section 16, the provisions of 40 C.F.R. § 745.118(f), as well as the Debt Collection Improvement Act of 1996<sup>1</sup> and its implementing regulations at 40 C.F.R. Part 19. Under Section 16 of TSCA, Complainant must consider the nature, circumstances, extent and gravity of the violations and, with respect to the violator, its ability to pay, the effect of the proposed penalty on the ability to continue to do business, any history of prior such violations, the degree of culpability, and such other matters as justice may require. To calculate the civil penalty proposed herein, Complainant has taken into account the particular facts and circumstances of this case with specific consideration of EPA's December 2007 *Section 1018 Disclosure Rule Enforcement Response and Penalty Policy* (the "ERPP"), a copy of which is enclosed with this Complaint. The ERPP provides a rational, consistent, and equitable calculation methodology for applying the statutory penalty factors enumerated above to particular cases. The document marked as Attachment 1 to this Complaint provides a more detailed explanation of the penalty proposed herein. The proposed penalty was developed based upon the

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1. Pub. L. No. 104-134, 110 Stat. 1321 (31 U.S.C. § 3701 note).



best information available to Complainant but may be adjusted if Respondents establish a *bona fide* claim of ability to pay or other issues relevant to determining an appropriate penalty.

33. The specific penalties proposed for each of the violations alleged in this Complaint are set forth below:

<u>Count</u>	<u>Regulation Violated</u>	<u>Description</u>	<u>Penalty</u>
I	40 C.F.R. § 745.107(a)(1)	Failure to provide approved lead hazard information pamphlet	\$10,320
II	40 C.F.R. § 745.113(b)(1)	Failure to include lead warning statement as attachment to or within lease contract	\$6,200
III	40 C.F.R. § 745.113(b)(2)	Failure to include, as attachment to or within lease contract, a statement disclosing presence of known lead-based paint/paint hazards or lack of knowledge of same	\$3,080
IV	40 C.F.R. § 745.113(b)(3)	Failure to include a list of records or report available to lessor regarding lead paint, or failure to indicate that no records exist.	\$1,040

The cumulative penalty for all violations alleged in this Complaint is \$20,640 which, under EPA policy, has been rounded to the nearest \$100 to yield the total \$20,600 proposed penalty.

34. Respondents shall pay the civil penalty with a cashier's or certified check, payable to the Treasurer, United States of America. Respondents shall note on the check the docket number of this enforcement action, namely, EPA Docket No. TSCA-01-2008-0045. The check shall be forwarded to:

*In the Matter of Daniel J. Lynch, et al./TSCA Docket No. 01-2008-0045*

U.S. Environmental Protection Agency  
Fines and Penalties  
P.O. Box 979077  
St. Louis, MO 63197-9000

In addition, at the time of payment, notice of payment of the civil penalty and copies of the check should be forwarded to:

Ms. Wanda Santiago  
Regional Hearing Clerk  
U.S. Environmental Protection Agency, Region 1  
One Congress Street, Suite 1100 (Mail Code: RAA)  
Boston, Massachusetts 02114-2023

and

John W. Kilborn  
Senior Enforcement Counsel  
U.S. Environmental Protection Agency, Region 1  
One Congress Street, Suite 1100 (Mail Code: SES)  
Boston, Massachusetts 02114-2023

If payment is made within thirty (30) days of receipt of the Complaint, Respondents need not file an Answer. If Respondents agree to pay the penalty but need additional time, Respondents may file a statement to that effect with the Regional Hearing Clerk within thirty (30) days of receipt of the Complaint. In that event, Respondents need not file an Answer and will be allowed sixty (60) days from receipt of the Complaint to pay the penalty. *See* 40 C.F.R. § 22.18(a).

35. Neither assessment nor payment of an administrative penalty shall affect Respondents' continuing obligation to comply with all applicable requirements of federal law.

**VII. OPPORTUNITY TO REQUEST A HEARING AND FILE ANSWER**

36. In accordance with 40 C.F.R. § 22.14, Respondents have a right to request a hearing

on the issues raised in this Complaint. Any such hearing would be conducted in accordance with Part 22. **A request for a hearing must be incorporated in a written answer. The original and one copy of the answer must be filed with the Regional Hearing Clerk at the above address within thirty (30) days of receipt of this Complaint.** In its answer, Respondents may contest any material fact contained in the Complaint. The answer shall directly admit, deny, or explain each of the factual allegations contained in the Complaint and shall state: (1) the circumstances or arguments alleged to constitute the grounds of defense; (2) the facts Respondents intend to place at issue; and, (3) whether a hearing is requested. Where Respondents have no knowledge as to a particular factual allegation and so states, the allegation is deemed denied. Any failure of Respondents to admit, deny, or explain any material fact contained in the Complaint constitutes an admission of that allegation.

#### **VIII. DEFAULT ORDER**

37. If Respondents fail to file a timely answer to the Complaint, Respondents may be found to be in default pursuant to 40 C.F.R. § 22.17. For purposes of this action only, default by Respondents constitutes an admission of all facts alleged in the Complaint and a waiver of Respondents' right to contest such factual allegations under Section 16(2)(A) of TSCA, 15 U.S.C. § 2615(2)(A). The penalty assessed in this Complaint shall become due and payable by Respondents without further proceedings thirty (30) days after the default order becomes final pursuant to 40 C.F.R. § 22.27(c).

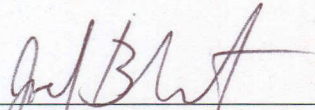
#### **IX. SETTLEMENT CONFERENCE**

38. Whether or not a hearing is requested upon filing an answer, Respondents may confer

*In the Matter of Daniel J. Lynch, et al./TSCA Docket No. 01-2008-0045*

informally with the EPA concerning the alleged violations. Such conference provides Respondents with an opportunity to provide whatever additional information may be relevant to the disposition of this matter. Any settlement shall be made final by the issuance of a written Consent Agreement and Final Order by the Regional Judicial Officer, EPA Region I. The issuance of such a Consent Agreement shall constitute a waiver of Respondents' right to a hearing on any issues of law, fact, or discretion included in the Agreement.

39. Please note that a request for an informal settlement conference does not extend the thirty-day period within which a written answer must be submitted in order to avoid default. To explore the possibility of settlement in this matter, Respondents should contact John W. Kilborn, Senior Enforcement Counsel, Office of Environmental Stewardship, EPA Region I, who is hereby designated to receive service for Complainant at the above address, at (617) 918-1893.

  
\_\_\_\_\_  
Joel Blumstein

Enforcement Manager  
Office of Environmental Stewardship  
U.S. Environmental Protection Agency, Region 1  
One Congress Street, Suite 1100  
Boston, MA 02114-2023

3/12/08  
Date

Attachments:

- Attachment 1: Penalty Calculation Summary
- Attachment 2: Enforcement Response Policy

## ATTACHMENT 1 TO COMPLAINT

In the Matter of Daniel J. Lynch, et al.  
Docket Number TSCA-01-2008-0045

### PROPOSED PENALTY SUMMARY

Pursuant to EPA's December 2007 *Section 1018 Disclosure Rule Enforcement Response and Penalty Policy* ("ERPP"), EPA proposes a civil penalty in the amount of twenty thousand six hundred and forty dollars (\$20,600) to be assessed against Daniel J. Lynch and Grace K. Lynch ("Respondents") as follows:

#### **COUNT 1. FAILURE TO PROVIDE LESSEES WITH AN EPA-APPROVED LEAD HAZARD INFORMATION PAMPHLET**

**Provision Violated:** 40 C.F.R. § 745.107(a)(1) requires lessors to provide lessees with an EPA-approved lead hazard information pamphlet. Such pamphlets include the EPA document entitled *Protect Your Family From Lead in Your Home*, or an equivalent pamphlet that has been approved for use by EPA.

**Circumstance Level:** Failure to provide a purchaser or lessee an EPA-approved lead hazard information pamphlet pursuant to 40 C.F.R. § 745.107(a)(1) results in a high probability of impairing the lessee's ability to properly assess information regarding the risks associated with exposure to lead-based paint and to weigh this information with regard to leasing the target housing in question. As a result, under the Disclosure Rule ERPP Appendix B, a violation of 40 C.F.R. § 745.107(a)(1) is a *Level 1* violation.

**Extent of Harm:** The Disclosure Rule ERPP takes into consideration the risk factors for exposure to lead-based paint and lead-based paint hazards. The potential for harm is measured by the age of children living in the target housing and the presence of pregnant women living in the target housing. The absence of children or pregnant women in the units described below warrants a *minor* extent factor.

Respondents failed to provide an EPA-approved lead hazard information pamphlet to the following tenants:

Address	Tenant	Lease Date	Children/Ages	Extent of Harm	Gravity-Based Penalty
5 Main Street, Apt. # 3	Rachel Demers	1/25/2006	None	Minor	\$2,580
18 Wall Street, Apt. # 1	Michele Giblin	4/11/2006	None	Minor	\$2,580
35 South Street	Paul E. Randall & Karen Perry	10/25/2006	None	Minor	\$2,580
39 South Street, Apt. # 9	Meredith R. Capute	5/25/2005	None	Minor	\$2,580
Total:					\$10,320

**COUNT 2. FAILURE TO INCLUDE AS AN ATTACHMENT, OR WITHIN A CONTRACT TO LEASE TARGET HOUSING, THE LEAD WARNING STATEMENT**

**Provision Violated:** 40 C.F.R. § 745.113(b)(1) requires that each contract to lease target housing include as an attachment, or within the contract, the Lead Warning Statement.

**Circumstance Level:** Failure to include the Lead Warning Statement in the language of the lease contract, or an attachment thereto, pursuant to 40 C.F.R. § 745.113(b)(1), results in a high probability of impairing a lessee's ability to properly assess information regarding the risks associated with exposure to lead-based paint and to weigh this information with regard to leasing the target housing in question. As a result, under the Disclosure Rule ERPP Appendix B, a violation of 40 C.F.R. § 745.113(b)(1) is a *Level 2* violation.

**Extent of Harm:** The Disclosure Rule ERPP takes into consideration the risk factors for exposure to lead-based paint and lead-based paint hazards. The potential for harm is measured by the age of children living in the target housing and the presence of pregnant women living in the target housing. The absence of children or pregnant women in the units described below warrants a *minor* extent factor.

Respondents failed to include the Lead Warning Statement in lease agreements with the following tenants:

Address	Tenant	Lease Date	Children/Ages	Extent of Harm	Gravity-Based Penalty
5 Main Street, Apt. # 3	Rachel Demers	1/25/2006	None	Minor	\$1,550
18 Wall Street, Apt. # 1	Michele Giblin	4/11/2006	None	Minor	\$1,500
35 South Street	Paul E. Randall & Karen Perry	10/25/2006	None	Minor	\$1,550
39 South Street, Apt. # 9	Meredith R. Capute	5/25/2005	None	Minor	\$1,550
Total:					\$6,200

**COUNT 3. FAILURE TO INCLUDE IN A LEASE, OR AS AN ATTACHMENT THERETO, A STATEMENT BY THE LESSOR DISCLOSING THE PRESENCE OF KNOWN LEAD-BASED PAINT OR LEAD-BASED PAINT HAZARDS, OR LACK OF KNOWLEDGE THEREOF**

**Provision Violated:** 40 C.F.R. § 745.113(b)(2) requires that each contract to lease target housing include, as an attachment or within the lease contract, a statement by a lessor disclosing the presence of known lead-based paint and/or lead-based paint hazards in the target housing being leased, or indicating no knowledge of the presence of lead-based paint and/or lead-based paint hazards.

**Circumstance Level:** Failing to include the statement of knowledge of lead-based paint and/or lead-based paint hazards as an attachment, or within the contract to lease target housing, results

in a medium probability of impairing the lessee's ability to properly assess information regarding the risks associated with exposure to lead-based paint and/or lead-based paint hazards and to weigh this information with regard to leasing the target housing in question. Because the intent of this provision is to put potential lessees on notice of specific information relating to the presence of lead in the housing, violation of this provision deprives lessees of their right to make decisions based upon risk. As a result, under the Disclosure Rule ERPP, a violation of 40 C.F.R. § 745.113(b)(2) is a *Level 3* violation.

**Extent of Harm:** The Disclosure Rule ERPP takes into consideration the risk factors for exposure to lead-based paint and lead-based paint hazards. The potential for harm is measured by the age of children living in the target housing and the presence of pregnant women living in the target housing. The absence of children or pregnant women in the units described below warrants a *minor* extent factor.

In leases with the following tenants, or as an attachment thereto, Respondents failed to include a statement disclosing the presence of known lead-based paint and/or lead-based paint hazards, or lack of knowledge thereof:

Address	Tenant	Lease Date	Children/Ages	Extent of Harm	Gravity-Based Penalty
5 Main Street, Apt. # 3	Rachel Demers	1/25/2006	None	Minor	\$770
18 Wall Street, Apt. # 1	Michele Giblin	4/11/2006	None	Minor	\$770
35 South Street	Paul E. Randall & Karen Perry	10/25/2006	None	Minor	\$770
39 South Street, Apt. # 9	Meredith R. Capute	5/25/2005	None	Minor	\$770
Total:					\$3,080

**COUNT 4. FAILURE TO INCLUDE AS AN ATTACHMENT OR WITHIN A LEASE CONTRACT, A LIST OF ANY RECORDS OR REPORTS AVAILABLE TO THE LESSOR THAT PERTAIN TO LEAD-BASED PAINT IN THE HOUSING, OR THE FAILURE TO INDICATE THAT NO SUCH RECORDS EXIST**

**Provision violated:** 40 C.F.R. § 745.113(b)(3) requires that each contract to lease target housing include, as an attachment or within the contract to lease target housing, a list of any records or reports available to the lessor that pertain to lead-based paint in the housing, or indicate that no such records exist.

**Circumstance Level:** Failing to include the statement of knowledge of lead-based paint and/or lead-based paint hazards as an attachment or within the contract to lease target housing has a low impact on the lessee's ability to properly assess information regarding the risks associated with exposure to lead-based paint and/or lead-based paint hazards in target housing. Because the intent of this provision is to put potential lessees on notice of specific information relating to the presence of lead in the housing, violation of this provision deprives lessees of their right to make decisions based upon risk. As a result, under the Disclosure Rule ERPP, a violation of 40 C.F.R. § 745.113(b)(3) is a *Level 5* violation.

**Extent of Harm:** The Disclosure Rule ERPP takes into consideration the risk factors for exposure to lead-based paint and lead-based paint hazards. The potential for harm is measured by the age of children living in the target housing and the presence of pregnant women living in the target housing. The absence of children or pregnant women in the units described below warrants a *minor* extent factor.

In leases with the following tenants, or as an attachment thereto, Respondents failed to include a list of any records or reports available to the lessor that pertain to lead-based paint in the housing, or indicate that no such records exist:

Address	Tenant	Lease Date	Children/Ages	Extent of Harm	Gravity-Based Penalty
5 Main Street, Apt. # 3	Rachel Demers	1/25/2006	None	Minor	\$260
18 Wall Street, Apt. # 1	Michele Giblin	4/11/2006	None	Minor	\$260
35 South Street	Paul E. Randall & Karen Perry	10/25/2006	None	Minor	\$260
39 South Street, Apt. # 9	Meredith R. Capute	5/25/2005	None	Minor	\$260
Total:					\$1,040