

CERTIFICATE OF SERVICE

I certify that copies of the foregoing "Consent Agreement" and "Final Order," in the matter of Global Sourcing Solutions, A Division of Turner Logistics, L.L.C., Docket No. TSCA-2019-5004, were sent to the following persons d:

Mark Garvey
Attorney Advisor
Waste and Chemical Enforcement Division
Office of Civil Enforcement
U.S. Environmental Protection Agency
1200 Pennsylvania Ave., NW (Mail Code 2249A)
Washington, DC 20460
Phone: (202) 564-4168
E-mail: Garvey.Mark@epa.gov

Global Sourcing Solutions, A Division of Turner Logistics, LLC
Attn: Mark Boyle
3 Paragon Drive
Montvale, NJ 07645
E-mail: mboyle@tcco.com

Dated: August 15, 2019



Eurika Durr
Clerk of the Board

**BEFORE THE ENVIRONMENTAL APPEALS BOARD
UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
WASHINGTON, D.C.**

_____))
IN THE MATTER OF))
GLOBAL SOURCING SOLUTIONS,))
A DIVISION OF TURNER LOGISTICS, LLC))
Montvale, New Jersey)) Docket No. TSCA-HQ-2019-5004
Respondent))
_____)

CONSENT AGREEMENT

I. Preliminary Statement

1. Complainant, United States Environmental Protection Agency (hereinafter EPA or the Agency), and Respondent, GLOBAL SOURCING SOLUTIONS, A DIVISION OF TURNER LOGISTICS, LLC (GSS) (hereinafter Respondent), (collectively, the Parties), consent to the terms of this Consent Agreement (Agreement), and before the taking of any testimony and without the adjudication of issues of law or fact herein, agree to comply with the terms of this Agreement and attached proposed Final Order hereby incorporated by reference.
2. The Parties agree that settling this action without the filing of a complaint or the adjudication of any issue of fact or law is in their interest and in the public interest.
3. Without any admission of liability, Respondent consents to the assessment of the civil penalty specified in this Consent Agreement and proposed Final Order (CAFO) and consents to the terms and conditions of this CAFO.

II. Jurisdiction

4. This civil administrative proceeding for the assessment of penalties is authorized pursuant to section 16(a) of the Toxic Substances Control Act (TSCA), 15 U.S.C. § 2615(a), as amended by the Frank R. Lautenberg Chemical Safety for the 21st Century Act, Pub. L. No. 114-182, June 22, 2016, 130 Stat 448 (2016 Act).
5. The Parties agree to the commencement and conclusion of this cause of action by issuance of this Agreement, as prescribed by the EPA's Consolidated Rules of Practice Governing the



Administrative Assessment of Civil Penalties, 40 C.F.R. Part 22, and more specifically by 40 C.F.R. §§ 22.13(b) and 22.18(b)(2)-(3).

6. Respondent agrees that Complainant has the jurisdiction to bring an administrative action, based upon the facts that Respondent provided, for the alleged violations identified in Attachment A and for the assessment of civil penalties pursuant to the TSCA.
7. Respondent waives its right to contest the allegations herein, its right to appeal the Final Order, and its right to request a judicial or administrative hearing on any issue of law or fact set forth in, and resolved by, this Agreement.
8. For the purposes of this proceeding, Respondent admits that the EPA has jurisdiction over the subject matter that is the basis for this Agreement.
9. Respondent neither admits nor denies the factual allegations and the conclusions of law as set forth in this Agreement.

III. Statement of Facts

10. Global Sourcing Solutions, A Division of Turner Logistics, LLC is in the business of procuring construction products and materials from global supply chain networks for incorporation into building projects by others. Respondent is incorporated under the laws of the State of Delaware. GSS's headquarters is located at 3 Paragon Dr Ste 2, Montvale, New Jersey, 07645-1783.
11. On April 5, 2019, Respondent submitted a voluntary disclosure via EPA's *eDisclosure* System notifying the EPA of potential noncompliance with regulatory requirements under TSCA Subchapter VI – Formaldehyde Standards for Composite Wood. Respondent self-disclosed these alleged violations pursuant to the EPA's policy entitled *Incentives for Self-Policing: Discovery, Disclosure, Correction and Prevention of Violations* (Audit Policy), 65 Fed. Reg. 19,618 (Apr. 11, 2000).
12. Respondent's self-disclosed alleged violations identified in Attachment A are the subject of this Agreement.
13. Pursuant to the EPA's Audit Policy, regarding the disclosures listed in Attachment A, EPA has determined that the Respondent did not satisfy conditions set forth in the Audit Policy. While these violations do not qualify for reduction of the civil penalty's gravity component pursuant to the Audit Policy, the voluntary nature of the disclosure was considered in determining the civil penalty.
14. Respondent hereby certifies to the accuracy of the following facts upon which this Agreement is based:



- a. On March 29, 2019, Respondent's import broker asked Respondent to complete a TSCA section 13 import certification for the first shipment of two containers of the finished goods made up of composite wood products. The containers arrived at the Port of Charleston, South Carolina on March 25, 2019 and were released for entry by U.S. Customs & Border Protection (CBP) on March 27, 2019. Respondent immediately investigated the reason for the import certification requirement and discovered the existence of Part 770 and its applicability to the finished goods.
 - b. Respondent notified Complainant on April 5 (within 7 days of discovery) of its potential noncompliance.
 - c. Respondent promptly quarantined the finished goods that had been transported to its Nashville, Tennessee construction site and directed its import broker to arrange for storage of two containers that arrived at the Port of Charleston and for shipments in transit to the U.S. to be stored outside the Customs Territory of the United States. The finished goods were quarantined prior to installation.
15. Respondent agrees, as part of this Agreement, that the alleged violations described in Section IV have been or will be mitigated pursuant to the Corrective Action Plan described in Attachment B of this Agreement.
 16. Respondent has begun work under a Corrective Action Plan to address alleged violations in this Agreement.
 17. Respondent has taken steps to prevent a recurrence of the alleged violations. Respondent modified its purchasing process to ensure TSCA Title VI compliance.

IV. Conclusions of Law

18. Section 601(d) of the TSCA, 15 U.S.C. § 2697(d), requires the Administrator to promulgate and enforce regulations that ensures compliance with the emission standards described in section 601(b)(2).
19. The Administrator promulgated requirements for Formaldehyde Standards for Composite Wood Products on December 12, 2016, (See 81 Fed. Reg. 89,724), as amended on February 7, 2018 (See 83 Fed. Reg. 5,348). These requirements are found at 40 C.F.R. Part 770.
20. Beginning June 1, 2018, only certified composite wood products, whether in the form of panels or incorporated into component parts or finished goods, are permitted to be sold, supplied, offered for sale, or manufactured (including imported) in the United States, unless the product is specifically exempted by this part.
21. Respondent imported composite wood products (CWP or finished goods) for installation at an apartment building that Turner Construction Company is constructing and furnishing in



Nashville, Tennessee. Respondent is an “importer” under the definitions found in 40 C.F.R. § 770.3 and, as such, is subject to TSCA, 15 U.S.C. § 2601 et seq. and the regulations promulgated thereunder.

22. 40 C.F.R. Part 770 requires CWP sold, supplied, offered for sale, or manufactured (including imported) on or after June 1, 2018, in the United States to meet the following requirements applicable to importers:
 - a. Under 40 C.F.R. § 770.30(b), an importer must maintain for three years bills of lading, invoices, or comparable documents that include a written statement from the supplier that the finished goods are TSCA Title VI compliant.
 - b. Under 40 C.F.R. § 770.30(d), importers must comply with the import certification regulations for “Chemical Substances in Bulk and As Part of Mixtures and Articles” as found at 19 C.F.R. §§ 12.118 through 12.127, including submission of import certifications for imports of finished goods imported on or after March 22, 2019.
 - c. Under 40 C.F.R. § 770.45(c) and (d), fabricators of finished goods containing composite wood products must have appropriate labels on every finished good they produce or every box or bundle containing finished goods with a statement that the finished goods are TSCA Title VI compliant.
23. Between March 27, 2019 and June 14, 2019 Respondent violated TSCA when Respondent imported noncompliant finished goods into the Customs Territory of the United States (Charleston, South Carolina) on 8 separate entries, as listed in Attachment A.
24. Pursuant to TSCA section 601(e) (15 U.S.C. § 2697(e) any person that violates any requirement under this section or 40 C.F.R. Part 770 shall be considered to have committed a prohibited act under 15 U.S.C. § 2614 and be subject to civil penalties pursuant to section 16(a) of TSCA, 15 U.S.C. § 2615(a).
25. EPA alleges that, based on the information supplied by Respondent to EPA with regard to the 8 entries listed in Attachment A and hereby incorporated by reference, Respondent: failed to maintain certain records required by 40 C.F.R. § 770.30(b); failed to maintain labels required by 40 C.F.R. § 770.45(c) and (d) for its imported finished goods; and failed to comply with import certifications as required by 40 C.F.R. § 770.30(d), in violation of TSCA § 15 U.S.C. § 2612 and § 2697.
26. For purposes of this Agreement, the total number of violations under 40 C.F.R. § 770.30(b) is 17; total number of violations under 40 C.F.R. § 770.45(c) and (d) is 17; total number of violations under 40 C.F.R. § 770.30(d) is 8.



V. Civil Penalty

27. EPA agrees, based upon the facts and information submitted by Respondent and upon Respondent's certification herein to the veracity of this information, that Respondent has made a voluntary disclosure for violations described in Attachment A. Pursuant to section 16 of TSCA, 15 U.S.C. § 2615, and in light of the nature, circumstances and extent of the forty-two (42) alleged violations, Respondent agrees to pay FIVE HUNDRED FORTY-FOUR THOUSAND SIXTY-FOUR DOLLARS (\$544,064).

VI. Terms of Settlement

28. Pursuant to section 16 of TSCA, 15 U.S.C. § 2615, and in light of the nature, circumstances and extent of the forty-two (42) alleged violations, Respondent agrees to pay FIVE HUNDRED FORTY-FOUR THOUSAND SIXTY-FOUR DOLLARS (\$544,064).

29. Not more than thirty (30) calendar days after receiving notice that EPA's Environmental Appeals Board has signed and filed the Final Order, Respondent shall either:

A. Dispatch a cashier's or certified check in the amount of FIVE HUNDRED FORTY-FOUR THOUSAND SIXTY-FOUR DOLLARS (\$544,064) made payable to the order of the "Treasurer of the United States of America", and bearing the Civil Penalty Docket No. "TSCA-HQ-2019-5004" to the following address:

U.S. Environmental Protection Agency
Fines and Penalties
Docket No. TSCA-HQ-2016-5007
Cincinnati Finance Center
P.O. Box 979077
St. Louis, MO 63197-9000

OR

B. Dispatch Pay by wire transfer in the amount of \$544,064 with a notation of "Global Sourcing Solutions Division of Turner Logistics, LLC, Civil Penalty Docket No. TSCA-HQ-2019-5004" by using the following instructions:

Federal Reserve Bank of New York
ABA = 021030004
Account = 68010727
SWIFT address = FRNYUS33
33 Liberty Street
New York, NY 10045
Field Tag 4200 of the Fedwire message should read:
"D 68010727 Environmental Protection Agency"



30. Within five business days of making the payment under Paragraph 29.A. or 29.B., Respondent shall forward a copy of the check or documentation of a wire transfer or proof of online payment to the following two addresses:

U.S. Environmental Protection Agency
Office of Civil Enforcement
Waste and Chemical Enforcement Division (2249A)
Attn: Philip L. Milton (Case Development Officer)
1200 Pennsylvania Ave., NW
Washington, DC 20460
Phone: (202) 564-5029
E-mail: milton.philip@epa.gov

Clerk, Environmental Appeals Board
U.S. Environmental Protection Agency
MC 1103M
EPA East Building
1200 Pennsylvania Avenue, N.W.
Washington, D.C. 20460
E-Mail: Clerk_EAB@epa.gov

By written notice to Respondent, EPA may change the address and/or person listed above.

31. Respondent's obligations under this Agreement shall end when it has: (1) paid the civil penalties as required by this Agreement and the Final Order and (2) complied with its obligations under this Agreement including performing the actions required in the Corrective Action Plan and submitting its Final Report to EPA under the Corrective Action Plan.
32. For the purpose of state and federal income taxation, Respondent shall not be entitled, and agrees not to attempt, to claim a deduction for any civil penalty payment made pursuant to the Final Order. Any attempt by Respondent to deduct any such payments shall constitute a violation of this Agreement.
33. Pursuant to 31 U.S.C. § 3717, EPA is entitled to assess interest and penalties on debts owed to the United States and a charge to cover the cost of processing and handling a delinquent claim. Interest will therefore begin to accrue on the civil penalty from the date of entry of the Final Order, if the penalty is not paid by the date required. Interest will be assessed at the rate of the United States Treasury tax and loan rate in accordance with 40 C.F.R. § 13.11. A charge will be assessed to cover the costs of debt collection, including processing and handling costs and attorney fees. In addition, a penalty charge of 12 percent (12%) per year compounded annually will be assessed on any portion of the debt that remains delinquent more than ninety (90) days after payment is due.
34. If Respondent fails to make the payment in a timely manner as required by Paragraph 28, then Respondent shall pay a stipulated penalty of ONE THOUSAND U.S. DOLLARS (\$1,000.00) per



calendar day for every day the penalty payment is late, unless EPA in writing excuses or mitigates the stipulated penalty. EPA may excuse or mitigate the stipulated penalty if EPA determines that the failure to comply occurred despite Respondent's exercise of good faith and due diligence.

35. Whenever this CAFO requires EPA to give notice or to submit information to Respondent, such information shall be submitted to the address and to the attention of the individual listed below:

Global Sourcing Solutions, A Division of Turner Logistics, LLC
Attn: Mark Boyle
3 Paragon Drive
Montvale, NJ 07645
E-mail: mboyle@tcco.com

Respondent agrees that the notification may be issued *via* facsimile, e-mail, first class mail (including by certified mail or return receipt requested, Overnight Express, and Priority Mail), or any reliable commercial delivery service.

By written notice to EPA as specified in the address provided under Paragraph 31, Respondent may change the address, and/or the person listed above.

36. Finished Goods Corrective Action Plan

- a. Pursuant to Section 16(a)(2)(C) of TSCA, as a condition of this Agreement, Respondent has agreed to implement a Corrective Action Plan (Plan) for its noncompliant imported finished goods listed in Attachment A. In order to mitigate any component part that may exceed the federal emission standard based on the European limits, the Corrective Action Plan will be implemented to replace certain components with TSCA Title VI Compliant CWP to achieve the federal emission standard. The scope, timing, and protocols of the Plan are included as Attachment B to this Agreement and are hereby incorporated by reference.
- b. In accordance with the terms of the Plan, Respondent shall complete its corrective action no later than September 30, 2019. Respondent will provide weekly update reports beginning immediately, and a final Corrective Action Plan report no later than fifteen (15) calendar days after the end of the corrective action.
- c. Respondent may seek an extended compliance schedule for good cause shown for any instance of noncompliance for which Respondent believes such noncompliance cannot be reasonably be corrected by the September 30, 2019 deadline. Respondent shall submit any request for an extended compliance schedule to EPA for its approval at least 7 calendar days prior to the deadline above along with a justification and a proposed implementation schedule to obtain compliance accordance with the terms of the Plan.



37. Respondent shall be liable for stipulated penalties to the EPA, as specified below, for failure to complete the Corrective Action Plan within the time frame set forth in Paragraph 36.b., unless excused by EPA, in its sole discretion. Respondent shall be deemed to have completed the Corrective Action Plan when, in accordance with Paragraph 36.b. and Attachment B, it has provided requested documentation of completion. Upon demand by EPA, Respondent shall pay stipulated penalties of \$1,000 for each day the Corrective Action Plan is not complete after the time frame set forth in Paragraph 36.b.
38. As a condition of this Agreement, Respondent is authorized to import finished goods that have been mitigated pursuant to the procedures and deadlines detailed in the Corrective Action Plan in Attachment B, and in no situation does this provision allow import of noncompliant product after September 30, 2019.

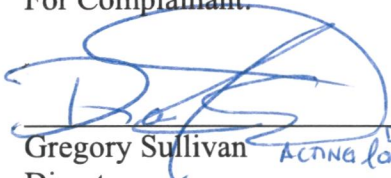
V. General Matters

39. By executing this Agreement, Respondent certifies that it shall (is) implement(ing) the corrective action plan described in this settlement and is otherwise in compliance with Section 601 of TSCA, 15 U.S.C. § 2697.
40. This Agreement is conditioned upon the thoroughness and accuracy of Respondent's representations to EPA in this matter.
41. Compliance with this CAFO shall not be a defense to any subsequent action EPA may commence pursuant to federal law or regulation for violations occurring after the date of this Agreement, or any violations of TSCA not alleged in this Agreement that may have occurred prior to the date that this Agreement is fully executed by both Parties.
42. Nothing in this Agreement or the Final Order is intended to, nor shall be construed to, operate in any way to resolve any criminal liability of Respondent.
43. This Agreement shall be binding upon the Parties and their respective officers, directors, employees, successors and assigns. The undersigned representative of each Party certifies that he or she is duly authorized by his or her respective Party to enter into this binding Consent Agreement.
44. This Agreement shall take full effect upon the signing and filing of the Final Order by EPA's Environmental Appeals Board.
45. Full payment of the penalty proposed in the Agreement shall only resolve Respondent's liability for Federal civil penalties for violations alleged in this Agreement.
46. This Agreement constitutes the entire agreement between the Parties.
47. The Parties agree to bear their own costs and attorney's fees.




WE HEREBY AGREE TO THIS:

For Complainant:



Gregory Sullivan ^{DIANA SAENZ}
Director _{ACTING FOR GREG SULLIVAN}
Waste and Chemical Enforcement Division
Office of Civil Enforcement
Office of Enforcement and Compliance Assurance
United States Environmental Protection Agency

Date: 7/24/2019

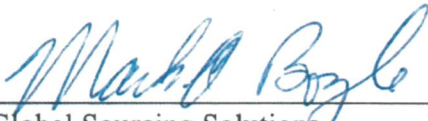


Mark Garvey, Attorney
Waste and Chemical Enforcement Division
Office of Civil Enforcement
Office of Enforcement and Compliance Assurance
United States Environmental Protection Agency

Date: 7/25/2019



For Respondent:



Global Sourcing Solutions,
A Division of Turner Logistics, LLC
By: Turner Construction Company, its Manager
Mark Boyle
Senior Vice President
3 Paragon Drive
Montvale, NJ 07645

Date: 7/16/2019



ATTACHMENT A

List of Composite Wood Product (CWP) finished goods imports in violation of TSCA § 601 and § 13,

Estimated Arrival Date	Entry Number (8 violations of TSCA §13, 40 C.F.R. 770.30(d) violations)	Bill of Lading #	Container Number (17 violations of TSCA §601, 40 C.F.R. 770.30(b) and 770.45(c) and (d) violations)
March 26, 2019	224-47334412	MEDUIS630446	MEDU7975346
			FSCU8123994
April 2, 2019	224-4735989	MEDUIS658520	MEDU8040234
			TGBU5933386
April 9, 2019	224-47338124	MEDUIS671762	BMOU6164826
			CAIU7310210
			MEDU7961928
April 16, 2019	224-47340393	MEDUIS690192	MEDU9403611
			TCNU2352686
April 23, 2019	224-47342019	MEDUIS711162	CAIU7514620
			TRLU7264506
April 23, 2019	224-47343421	MEDUIS730808	CAIU7175804
			TCLU7876380
May 7, 2019	224-47346317	MEDUIS774715	MSCU7987504
			MSCU9327813
May 8, 2019	224-47346366	MEDUIS755508	CAXU4902795
			TGHU9364762



ATTACHMENT B – CORRECTIVE ACTION PLAN

1200 Broadway – Nashville, TN Cabinet Formaldehyde Emission Mitigation Plan

In partial settlement of the matters set out in the Consent Agreement and Final Order (CAFO) entitled, In the Matter of Global Sourcing Solutions, A Division of Turner Logistics, LLC, Docket No. TSCA-HQ-2019-5004, Respondent has agreed to undertake a Corrective Action Plan designed to ensure that the formaldehyde emissions from its imported noncompliant CWP finished goods do not exceed the federal emissions limit set under TSCA Title VI.

In 2018, Respondent, contracted with a Turkish fabricator, Dortek Kapi Sanayi Ve Ticaret A. Ş. (Dortek), for fabrication in Turkey of kitchen cabinets, vanities, and other finished goods (Finished Goods) and subsequent shipment of the Finished Goods to the United States. Turner Construction Company separately contracted to install the Finished Goods in an apartment building being constructed at 1200 Broadway, Nashville, Tennessee.

The Finished Goods fabricated by Dortek is Residential Casework. The contract required that the Casework comply with the E1 standards including Formaldehyde content.

- Cabinets are to be constructed from 18 mm melaminated chipboard [i.e., particleboard] at kitchens, 18mm melaminated MDF [i.e., medium-density fiberboard] at bathrooms.
- Backing to be constructed from 8mm melaminated chipboard at kitchens, 8mm melaminated MDF at bathrooms. [Drawer back panels were subsequently specified to be made with 16 mm particleboard.]
- Drawer and door fronts to be constructed from 18 mm MDF with a PVC finish.

Respondent provided an affidavit stating that the wood panels used by Dortek to fabricate the Finished Goods were manufactured by the companies below. As reflected in the affidavit, the bullets below provide the facility, panel type, and identified European formaldehyde emission standard.

- Yildiz Entegre Agac San ve Tic A. Ş. (Yildiz) supplied 18 mm melaminated particleboard produced at its Mudurnu, Turkey plant. This particleboard met the European E0 formaldehyde emission standard.
- Kastamonu Entegre Agac Sanayi Ve Tic A. Ş. (Kastamonu) supplied 16 mm and 8 mm melaminated particleboard from its Balikesir and Kastamonu plants, both in Turkey. This particleboard met the European E1 formaldehyde emission standard.
- Kastamonu supplied 18 mm melaminated MDF from its Kastamonu plant. This MDF met the European E1 formaldehyde emission standard.

In order to mitigate any component part (i.e., particleboard) that may exceed the federal formaldehyde emission standard, Respondent will implement the Corrective Action Plan to replace those components with TSCA Title VI Compliant CWP. Below are drawings (Figures 1 – 6) for all of the Respondent's Finished Goods. These drawings show (in red boxes) the sources of the various pieces of composite wood products used to fabricate those goods where the European E1 or E0 formaldehyde emission

standard is at or below federal formaldehyde emission standard, and the proposed mitigation (in blue boxes) to the sources of the various pieces of composite wood products used to fabricate those goods where the European (E1) formaldehyde emission standard exceeds the federal formaldehyde emission standard. The Plan is to replace the E1 Kastamonu-supplied particleboard identified by the blue boxes with TSCA Title VI - compliant particleboard.

Kitchen

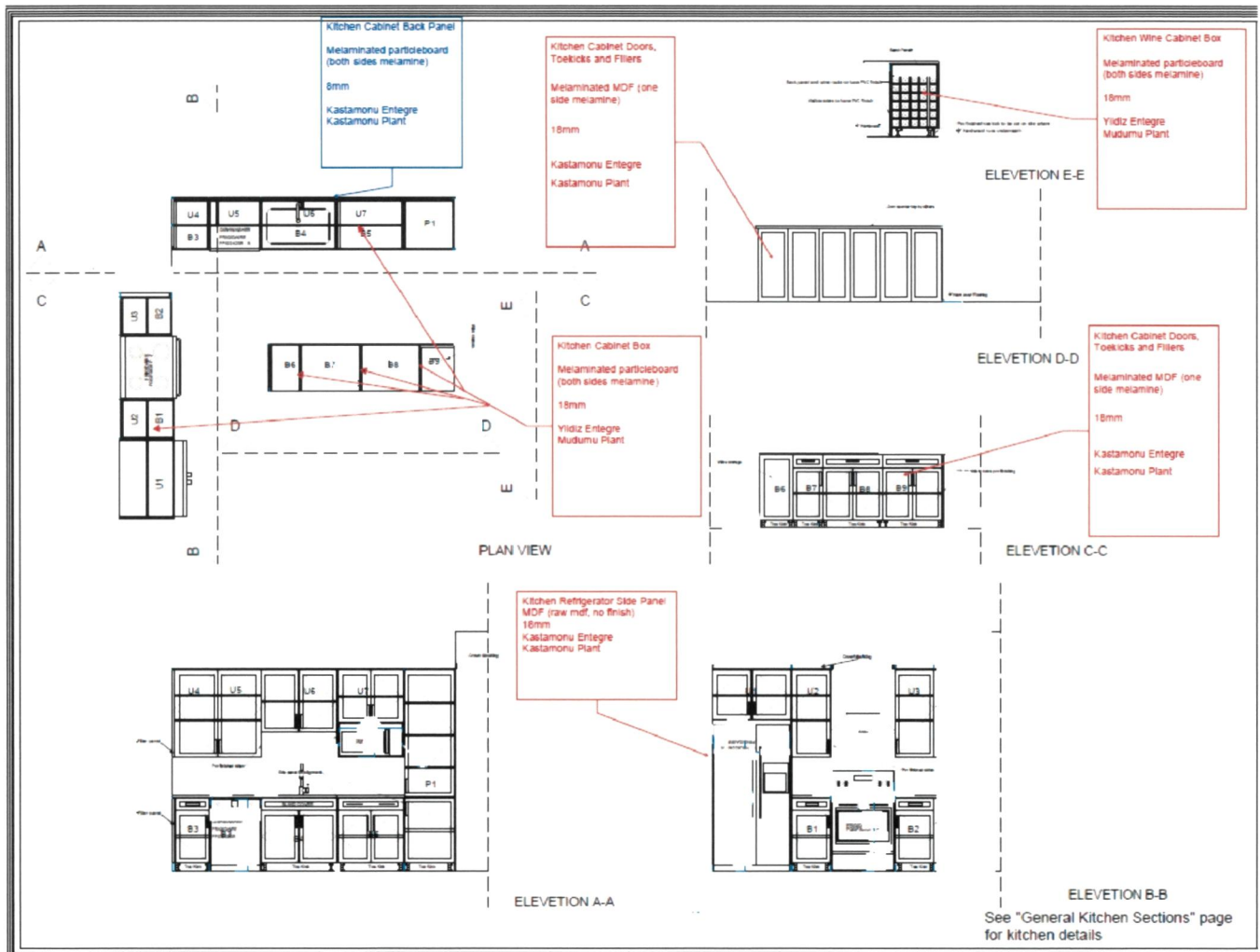


Figure 1

Wet Bar/ Buffet

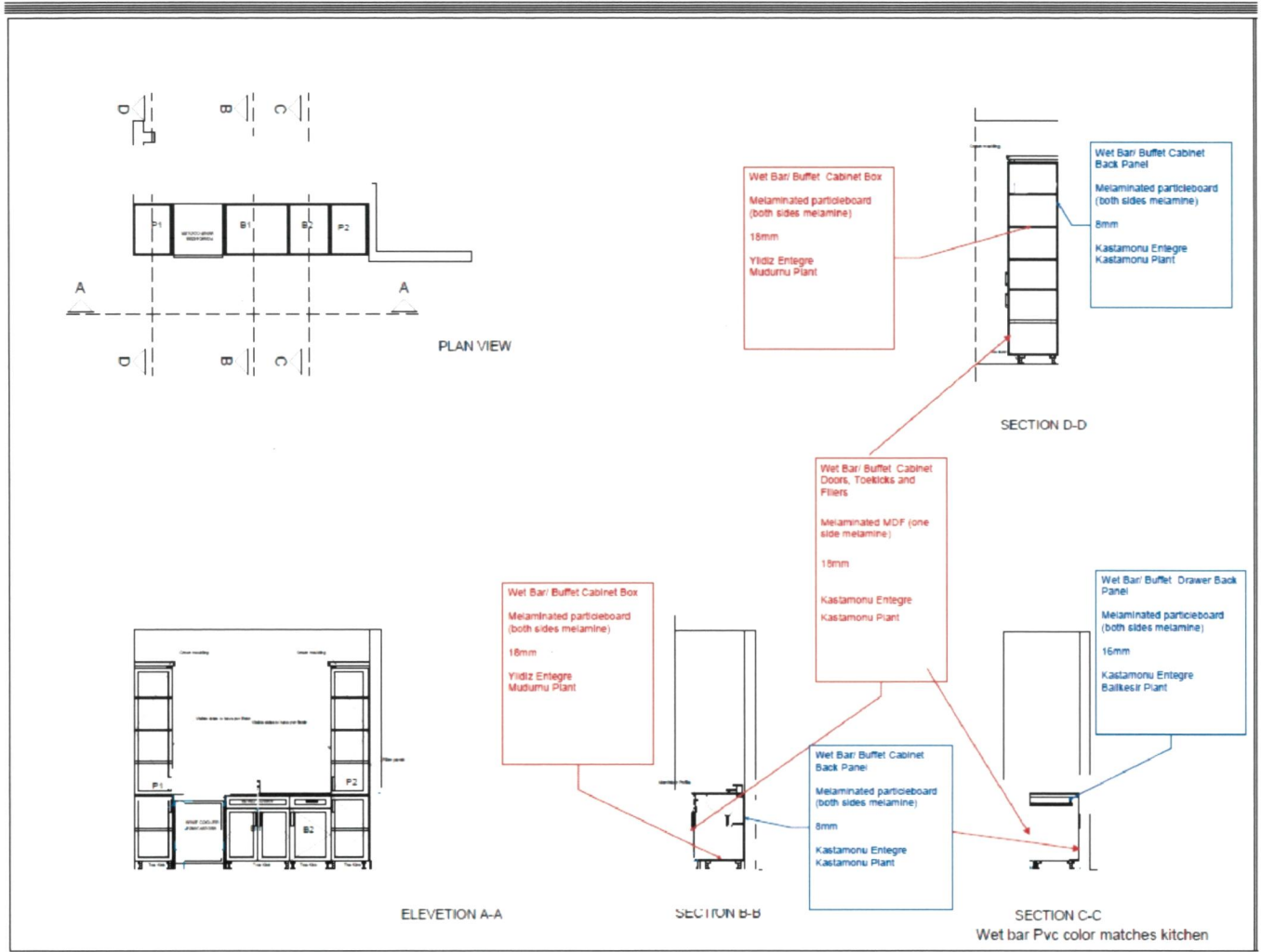


Figure 2

Bathroom

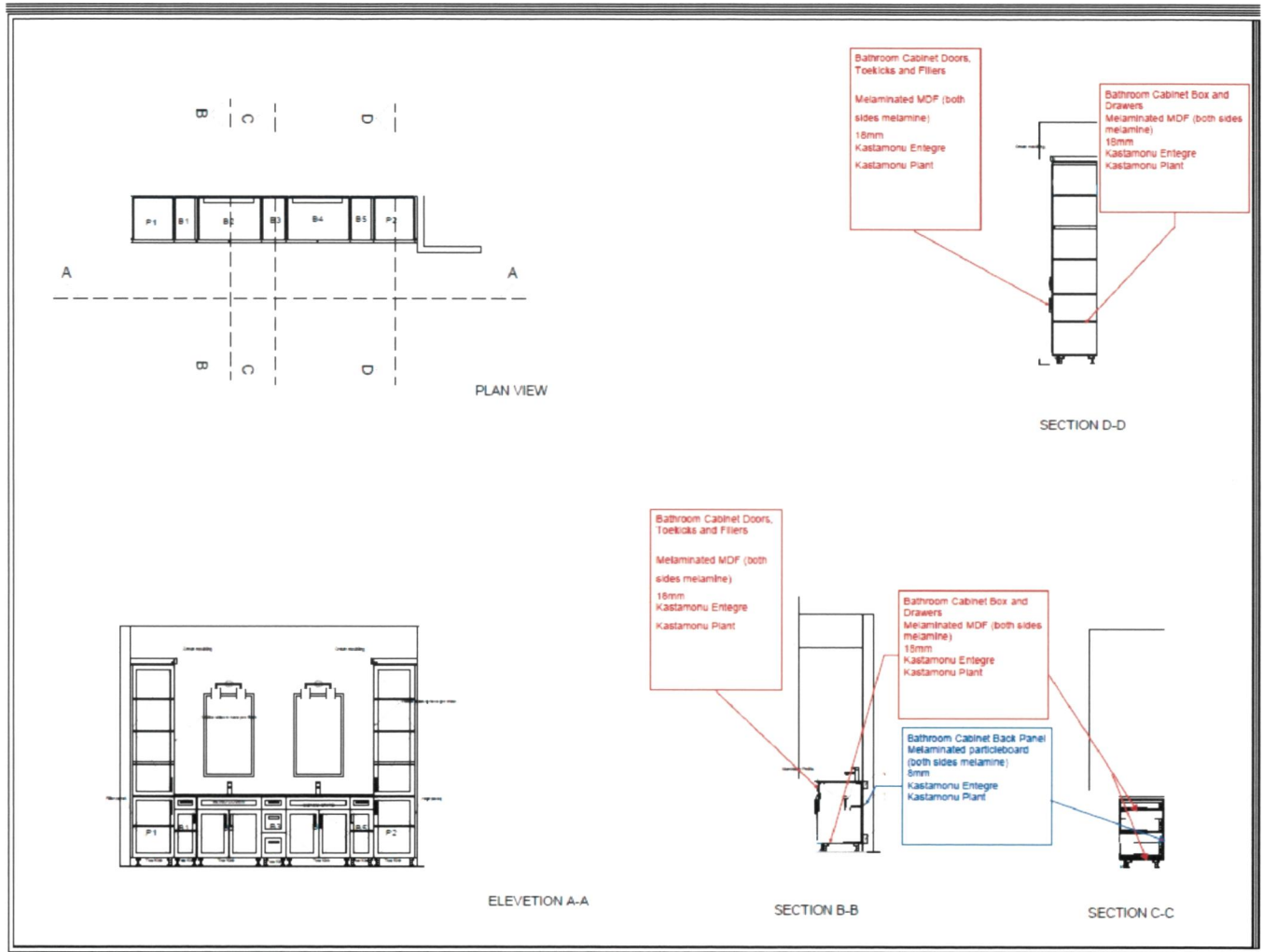


Figure 3



Laundry/ Utility

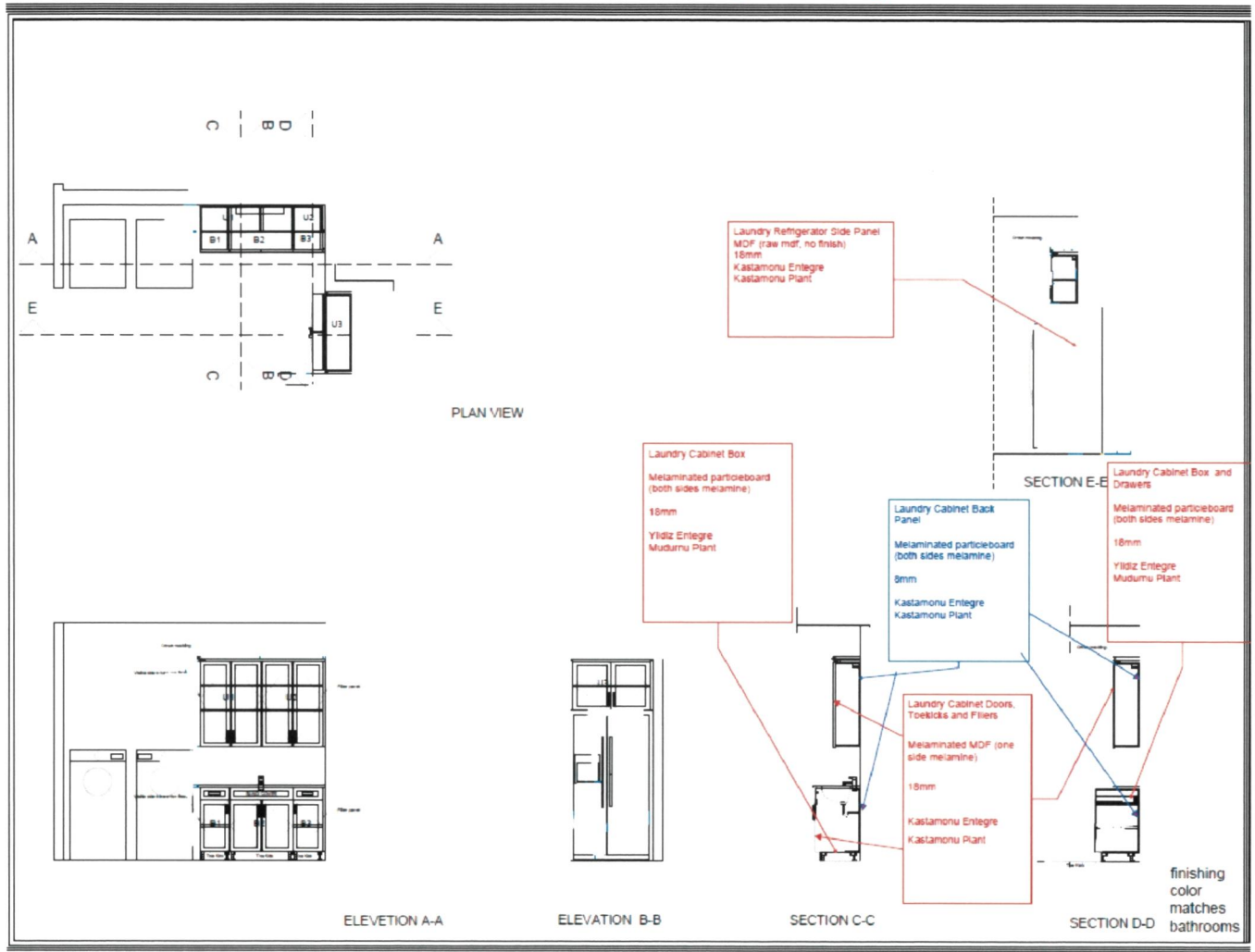


Figure 4

Desk

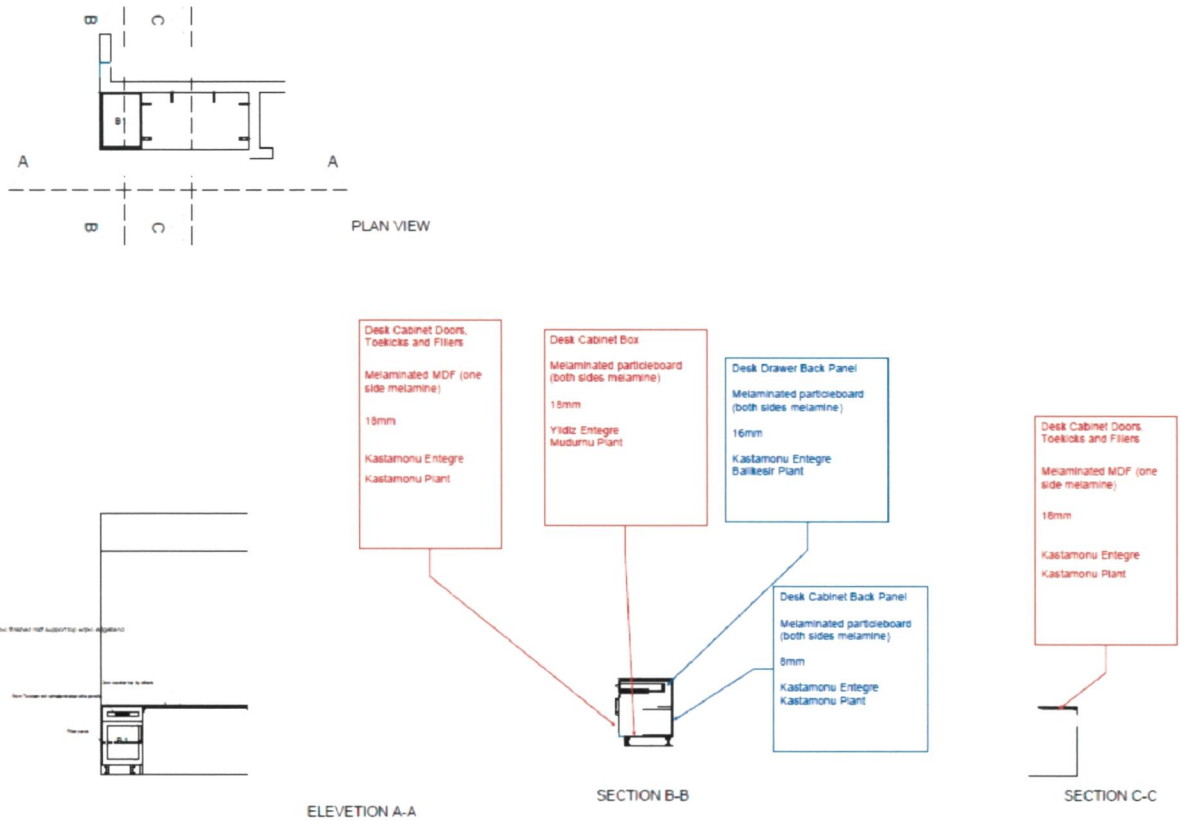


Figure 5



Urban Mudroom

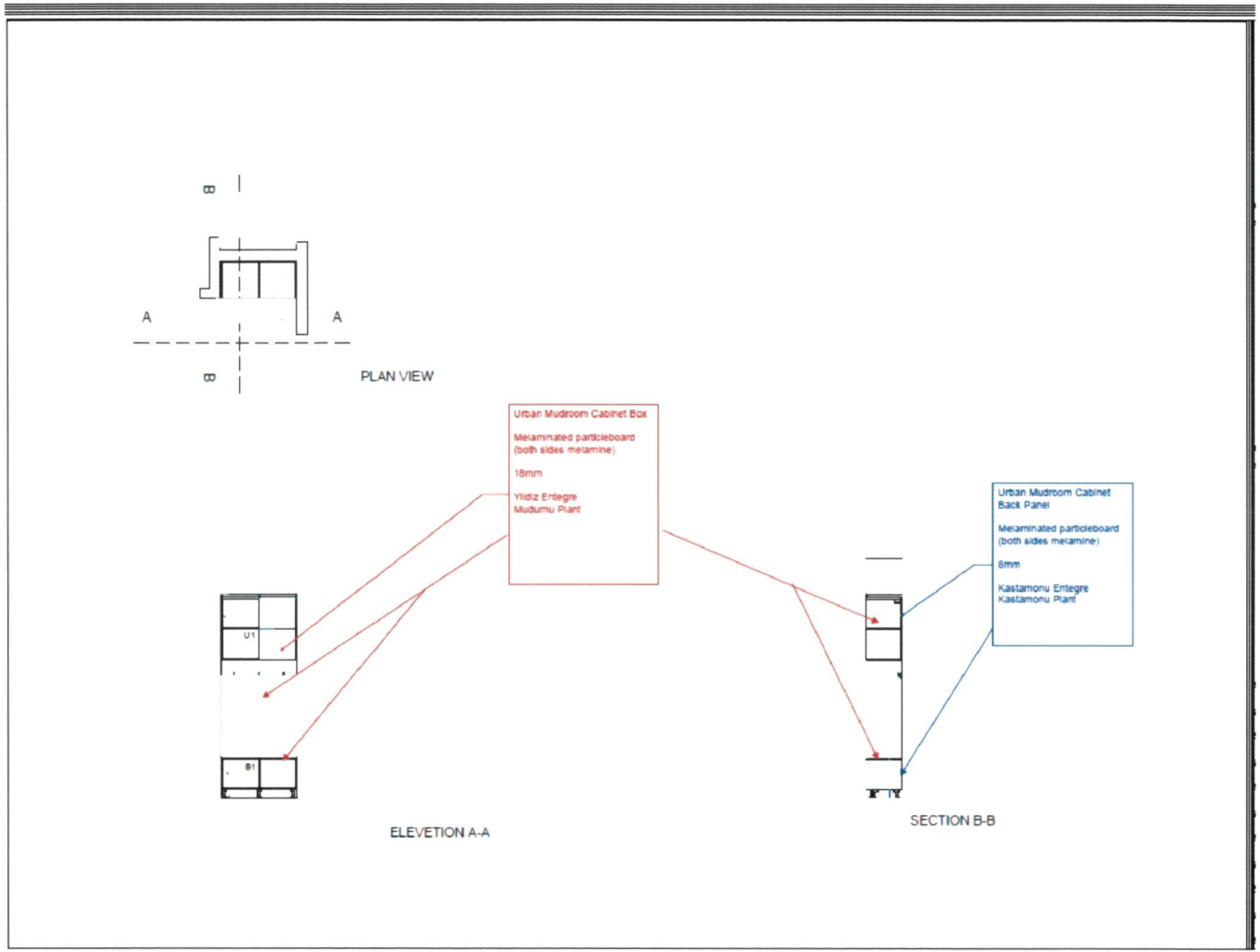


Figure 6

The Finished Goods that are subject to this Plan are in various locations (as described below). The first shipment of the Finished Goods entered the United States in late March 2019. More shipments of Finished Goods are quarantined at or will be imported into the United States through, the Port of Charleston, South Carolina. As discussed in Paragraph 38 of this Agreement, Respondent intends to import mitigated Finished Goods corrected at DorteK for the 1200 Broadway, Nashville, TN construction project. Respondent has provided the following identification for the containers on the water: TCNU7613490, MSCU9449616, CAIU7325057, MEDU7350908. Respondent expects 12 additional containers with mitigated Finished Goods to be supplied no later than September 30, 2019.

Corrective Action will be taken as described below.

I. QUARANTINED MATERIAL THAT IS AT THE JOBSITE

- Upon release of Finished Goods, Turner Self-Perform Operations and/or its contractors (hereinafter Turner Self-Perform Operations) will move the Finished Goods to a space within the parking garage, or a secluded, unoccupied space within the construction site.
- Turner Self-Perform Operations will unpack the Finished Goods. Turner Self-Perform Operations will take a photo of a representative sample of unpacked Finished Good prior to removal of back panel. Turner Self-Perform Operations will take a photo of a sample close-up of the box back and a separate representative photo of the drawer back.
- Turner Self-Perform Operations will remove the cabinet box back panels and drawer back panels and replace with TSCA Title VI compliant material. Turner Self-Perform Operations will take a photo of a sample cabinet box back after panel is replaced. Turner Self-Perform Operations will take a photo of a sample drawer after panel is replaced.
- Turner Self-Perform Operations will stockpile all non-compliant material in a quarantined space for eventual removal from the site and proper disposal as waste in accordance with relevant federal and state regulations and the deadlines set forth in Paragraph 36.b. of the CAFO. Turner Self-Perform Operations will take a photo of one piece of non-compliant material after it was removed from the box back and on a separate photo of one piece of non-compliant material from a drawer back after it has been removed from the drawer. Turner Self-Perform Operations will take three photos of an aggregated collection of non-compliant material as it is being collected for disposal. The 10 photos of the operation will be emailed to Phil Milton, the EPA contact in Paragraph 29 of the Consent Agreement by July 18, 2019.
- Turner Self-Perform Operations group will move mitigated Finished Goods to the appropriate floors for installation.

II. MATERIAL THAT IS IN QUARANTINE (at U.S. Port)

- Upon release of Finished Goods, U.S. Customs will load pallets of Finished Goods onto box trucks and Turner GSS will coordinate with their freight forwarder on transporting the Finished Goods to Turner Self-Perform Operation's warehouse in Huntsville, AL.
- Turner Self-Perform Operations will unpack the Finished Goods at their warehouse. Ten photos of this removal and replacement operation will be taken in the same sequence as described above for the quarantined material at the job site. Those photos will be emailed to Phil Milton, the EPA contact in Paragraph 29 of the Consent Agreement, within 3 days of completing this phase.
- Turner Self-Perform Operations will remove the cabinet box back panels and drawer back panels and replace with TSCA Title VI compliant material.
- Turner Self-Perform Operations will stockpile all non-compliant material in a quarantined space for eventual removal from the site and proper disposal as waste in accordance with relevant federal and state regulations and the deadlines set forth in Paragraph 36.b. of the CAFO.
- Turner Self-Perform Operations will re-package the mitigated Finished Goods, load onto box trucks, and transport materials to the jobsite, sequenced as needed.
- Turner Self-Perform Operations group will move mitigated Finished Goods to the appropriate floors for installation.



III. MATERIAL THAT IS IN GENERAL ORDER (at U.S. Port)

- Upon release of Finished Goods, Turner GSS will coordinate with their freight forwarder for transportation of the containers with Finished Goods to Turner Self-Perform Operation's warehouse in Huntsville, AL, and complete the process as described for "material that is in quarantine" above.

IV. MATERIAL THAT IS PACKAGED AT DORTEK

- DorteK will unpack the Finished Goods.
- DorteK will remove the cabinet box back panels and drawer back panels and replace with TSCA Title VI compliant material.
- DorteK will re-package the mitigated Finished Goods, and load onto a container.
- Turner GSS will coordinate with their freight forwarder for shipping of the containers to the U.S. Port and onto the jobsite.
- Turner Self-Perform Operations group will unload the containers and move mitigated Finished Goods to the appropriate floors for installation.

V. MATERIAL THAT IS IN FABRICATION AT DORTEK

- DorteK will restart fabrication of remaining cabinets under existing contract for the construction project [1200 Broadway, Nashville, TN], using TSCA Title VI compliant material for the cabinet box back panels and the drawer back panels.
- DorteK will pack the mitigated Finished Goods, and load onto a container.
- Turner GSS will coordinate with their freight forwarder for shipping of the containers to the U.S. Port and then to the jobsite.
- Turner Self-Perform Operations group will unload the containers and move mitigated Finished Goods to the appropriate floors for installation.

DOCUMENTATION AND CERTIFICATION

Respondent will document all of the above tasks as this Corrective Action Plan is implemented.

Respondent will submit a weekly update, including photos, to the EPA contact in Paragraph 29 of the Consent Agreement.

As described above Respondent will provide the following:

- Respondent must provide requested documentation prior to installation of the mitigated Finished Goods with TSCA Title VI compliant components.
- Photograph(s) of the palletized Finished Goods prior to any mitigation work
- Photograph(s) of the removal of the back panel of a typical cabinet box including at least 1 photo prior to the removal of the back panel and 1 photo after its removal.
- Photograph(s) of the removal of the drawer back panel including at least 1 photo prior to the removal of the drawer back panel and 1 photo after its removal.
- Photograph(s) of the TSCA Title VI compliant replacement wood products for each phase (Sections I. – V.) described above.
- Photograph(s) of the installation of the TSCA Title VI compliant wood products so that there is a photo of the compliant back panel on the box back and another photo of the compliant drawer back on the back of the drawer for each phase of the work described above.
- Photograph(s) of the completed mitigated Finish Goods.

- Photograph(s) of the waste wood when it is loaded for disposal.
- Certification by an authorized representative that the photographed procedures in each step above have been fully implemented for all Finished Goods.
- Narrative identifying the location of all mitigation work, the floors of Finished Goods that were mitigated, the container number associated with the Finished Goods, identifying all personnel involved in the corrective action, and any necessary clarifying notes related to work completed that week including completion of correction for a particular container.
- Evidence of proper disposal as waste in accordance with all relevant federal and state laws.
- Evidence of TSCA Certified replacement CWP component parts.

Final Report

Respondent shall provide a final Corrective Action Plan report summarizing its implementation of its plan. Respondent shall certify that Respondent has completed all requirements of the Corrective Action Plan no later than fifteen (15) calendar days after completion.

The Final Report shall include the statement of Respondent, through an authorized representative, signed and certifying under penalty of law the following: I certify that I am familiar with the information in this document and that, based on my inquiry of those individuals responsible for obtaining the information, it is true and complete to the best of my knowledge. I know that there are significant penalties for submitting false information, including the possibility of fines and imprisonment for knowing violations.