

UNITED STATES
ENVIRONMENTAL PROTECTION AGENCY

BEFORE THE ENVIRONMENTAL APPEALS BOARD

IN THE MATTER OF:) Docket No. CAA-HQ-2009-9998
Target Corporation)
)
)
)
Respondent.)
_____)

CONSENT AGREEMENT AND FINAL ORDER

Preliminary Statement

1. Complainant, the United States Environmental Protection Agency (the EPA), and Target Corporation (Respondent), having consented to the terms of this Consent Agreement and Final Order, (Agreement or CAFO), 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. Complainant, the EPA brought this administrative action seeking a civil penalty under Section 113(d) of the Clean Air Act (the Act or CAA), 42 U.S.C. § 7413(d).
3. Respondent is Target Corporation, a Minnesota corporation with its principal place of business in Minneapolis, Minnesota.
4. The EPA provided notice of commencement of this action to the State of Minnesota pursuant to Sections 113(a) and (d) of the Act, 42 U.S.C. § 7413(a) and (d).
5. Where the parties agree to settle one or more causes of action before the filing of a complaint, the administrative action may be commenced and concluded simultaneously by the issuance of a

CAFO. 40 C.F.R. § 22.13(b).

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

Jurisdiction and Waiver of Right to Hearing

8. 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 and the Revocation or Suspension of Permits, 40 C.F.R. Part 22, and more specifically by 40 C.F.R. § 22.13, 40 C.F.R. § 22.18(b), and Section 113(a) of the CAA, 42 U.S.C. § 7413(a).
9. Respondent's participation in this Agreement is not an admission of liability. At this time, Respondent neither admits nor denies that any of its facilities have violated the Clean Air Act Asbestos NESHAP requirements or that it has violated any provision of the Clean Air Act. The execution of this Agreement by Respondent is not an admission that Target has been operated negligently or improperly, or that any such operation is or was in violation of any federal, state or local law or regulation.
10. Respondent admits the jurisdictional allegations in this CAFO.
11. Respondent waives its right to request a hearing as provided at 40 C.F.R. § 22.15(c), any right to contest the allegations in this CAFO, and its right to appeal this CAFO.
12. Section 113(d)(1) of the CAA, 42 U.S.C. § 7413(d)(1), limits the Administrator's authority to matters where the first alleged date of violation occurred no more than twelve (12) months prior to initiation of the administrative action, and the penalty is no more than \$295,000, except where the Administrator and Attorney General of the United States jointly determine that a matter involving a longer period of violation is appropriate for an administrative penalty action.

13. The Administrator and the Attorney General of the United States, each through their respective delegates, have determined jointly that this matter involving violations that are older than twelve (12) months is appropriate for an administrative penalty action. Such determination was made on May 18, 2010.
14. A Finding and Notice of Violation was issued to the Respondent on March 30, 2009, and an amended version was issued on April 13, 2009.
15. Respondent has been afforded the opportunity to confer with the EPA as provided by Section 113(a)(4) of the CAA, 42 U.S.C. § 7413(a)(4). In addition, as provided for in Section 113(a)(4) of the CAA, this CAFO shall be non-renewable.
16. Respondent certifies that it is complying fully with the National Emission Standards for Hazardous Air Pollutants (NESHAP) General Provisions found at 40 C.F.R. Part 61, Subpart A and the Asbestos NESHAP found at 40 C.F.R. Part 61, Subpart M.
17. Respondent consents to the assessment of the civil penalty and compliance requirements specified in this CAFO and to the terms of this CAFO.
18. The parties agree that settling this action without further litigation, upon the terms in this CAFO, is in the public interest.

Statement of Facts

19. Respondent is Target Corporation, which is incorporated in the state of Minnesota. Target Corporation has approximately 1,750 department stores in 49 states.
20. Respondent hereby certifies and warrants as true the facts referenced in this Statement of Facts. From at least January 1, 2003 through at least October 18, 2007, Target Corporation was the owner and operator of at least forty-one (41) Target facilities throughout the nation where demolition activities took place.
21. During the time period from at least January 1, 2003, through at least October 18, 2007, Respondent conducted demolition operations at the thirty-five facilities listed in Attachment A.

These demolition activities included alteration to one or more facility components and the wrecking and/or removal of load-supporting structural members and therefore fall within the meaning of "demolition" as defined in the Asbestos NESHAP. 40 C.F.R. § 61.141.

Allegations and Conclusions of Law

22. Under Section 112 of the Act, the EPA promulgated the NESHAP General Provisions found at 40 C.F.R. Part 61, Subpart A and the Asbestos NESHAP found at 40 C.F.R. Part 61, Subpart M.
23. The NESHAP, at 40 C.F.R. Part 61, states:
- a. "After the effective date of any standard, no owner or operator shall operate a new stationary source subject to that standard in violation of the standard, except under an exemption granted by the President under section 112(c)(2) of the Act." 40 C.F.R. § 61.05(b).
 - b. "No owner or operator subject to the provisions of this part shall fail to report, revise reports, or report source test results as required under this part." 40 C.F.R. § 61.05(d).
 - c. "For the purpose of submitting compliance certifications or establishing whether or not a person has violated or is in violation of any standard in this part, nothing in this part shall preclude the use, including the exclusive use, of any credible evidence or information, relevant to whether a source would have been in compliance with applicable requirements if the appropriate performance or compliance test had been performed." 40 C.F.R. § 61.12(e).
 - d. "**Applicability.** To determine which requirements of paragraphs (a), (b), and (c) of this section apply to the owner or operator of a demolition or renovation activity and prior to the commencement of the demolition or renovation, thoroughly inspect the affected facility or part of the facility where the demolition or renovation operation will occur for the presence of asbestos, including Category I and Category II nonfriable [asbestos containing material] ACM." 40 C.F.R. § 61.145(a).
 - e. "**Notification requirements.** Each owner or operator of a demolition or renovation activity to which this section applies shall: Provide the Administrator with written notice of intention to demolish or renovate. Delivery of the notice by U.S. Postal Service, commercial delivery service, or hand delivery is acceptable." 40 C.F.R. § 61.145(b)(1).
 - f. "*Demolition* means the wrecking or taking out of any load-supporting structural member of a facility together with any related handling operations or the intentional burning of any facility." 40 C.F.R. § 61.141.
 - g. "*Owner or operator of a demolition or renovation activity* means any person who owns, leases, operates, controls, or supervises the facility being demolished or renovated or any person who owns, leases, operates, controls, or supervises the demolition or renovation operation, or both." 40 C.F.R. § 61.141.

24. The General Provisions found at 40 C.F.R. Part 61, Subpart A, with the exception of 40 C.F.R. §§ 61.05(a), 61.07, and 61.09, and the Asbestos NESHAP found at 40 C.F.R. Part 61, Subpart M apply to the “demolitions” described in Attachment A of this CAFO.
25. EPA alleges that Target failed to ensure that a thorough inspection was conducted for the presence of asbestos, prior to the commencement of demolition activity at the facility, or portion of the facility where demolition occurred, at twenty-seven (27) of the facilities listed in Attachment A in violation of the requirements at 40 C.F.R. § 61.145(a).
26. EPA alleges that Target failed to ensure that the Administrator, or his delegated representative, was provided with written notice of intention to demolish in violation of the requirements at 40 C.F.R. §§ 61.05(d) and 61.145(b) at thirty-one (31) of the facilities listed in Attachment A.
27. While Target neither admits nor denies any wrongdoing, these allegations are sufficient to support the resolution and remedial action set forth herein.

Remedial Action

28. The parties agree to the following requirements.
29. Respondent will permanently cease using the letter attached hereto as Attachment B, or its functional equivalent, to satisfy its obligation to perform a thorough inspection under 40 C.F.R. § 61.145(a).
30. In order to meet its obligation under 40 C.F.R. § 61.145(a), Respondent is required to use a certified asbestos inspector to conduct a thorough inspection for asbestos and document the inspection and findings in an inspection report, prior to commencement of each Target “demolition.” Target will keep a copy of the “inspection report” at its Headquarters for at least 1 year from the date of the inspection. Upon the expiration of this one-year agreement, Target shall submit a report to the EPA listing the date of each “inspection report” and the address of each Target facility for each such “demolition” during the preceding year.

31. Where the affected facility or part of the facility where the demolition operation will occur has been inspected previously in the manner required in paragraph 30, and no new materials, since the inspection, have been installed or used in the affected facility or part of the facility where the demolition operation will occur or disturb, Target need not engage a certified inspector to reinspect the same facility or part of the facility, but instead may rely on the prior inspection and report to satisfy its obligation under 40 C.F.R. § 61.145(a) to do a thorough inspection for the presence of asbestos, including Category I and Category II nonfriable ACM. Target agrees that prior to the commencement of the demolition operation, it will use the results of that previous inspection to determine which requirements of 40 C.F.R. §§ 61.145(a), (b), and (c) apply to the owner or operator of the demolition activity. When Target intends to rely on a previous inspection, Target will document such reliance, certify that no new materials have been installed or used in the affected facility or part of the facility where the demolition operation will occur, maintain its records for at least 1 year after the demolition operation has been completed, and report to the EPA in the manner required in paragraph 30. If after 1 year, or at any other time, the records of the original inspection are no longer maintained, Target may no longer rely on the results of that inspection for future demolition operations at the same site. If the EPA or a delegated agency finds ACM that the owner/operator did not find, then a "thorough inspection" has not been performed. Nothing in this paragraph shall be interpreted as barring a State or local government agency from enforcing a requirement adopted under Section 116 of the CAA.
32. With regard to facilities constructed after the effective date of this agreement that have not been renovated since construction was completed, where at the time of construction Target documents the procedure, including analytical methods, employed to detect the presence of asbestos in materials used in constructing the facility, or part of the facility where the demolition operation will occur, and where the results of that procedure show that the materials used in construction of the facility were non-asbestos containing materials, Target may use that documentation to satisfy

its obligation under 40 C.F.R. § 61.145(a) to thoroughly inspect the affected facility, or part of the facility where the future demolition will occur, for the presence of asbestos, including Category I and Category II nonfriable ACM. Target will document the instances where it uses this approach to identify all asbestos containing materials in facilities covered by this paragraph, maintain its records for at least 1 year in a form readily accessible to the EPA, and report to the EPA in the manner required in paragraph 30. If, after 1 year, or at any other time, the records of the original inspection are no longer maintained, Target may no longer rely on the results of that inspection for future demolition operations at the same site. If the EPA or a delegated agency finds ACM that the owner/operator did not find, then a "thorough inspection" has not been performed. Nothing in this paragraph shall be interpreted as barring a state or local government agency from enforcing a requirement adopted under Section 116 of the CAA.

33. Respondent or its general contractors will provide notice, as required by 40 C.F.R. § 61.145(b), to the applicable authorities for each of its demolitions and will prohibit the general contractor from commencing any demolition activities until such required notices have been filed with the applicable authorities. Target will keep a copy of the notice at its Headquarters for at least 1 year from its issuance. Upon the expiration of this one-year agreement, Target shall submit a report to the EPA listing the date of the notice, the addressee of the notice, and the address of the Target facility for each "demolition" during the preceding year.

Civil Penalty

34. Section 113(d), 42 U.S.C. § 7413(d), authorizes the Administrator to assess a civil administrative penalty against any person up to \$25,000 per day for each violation occurring before January 31, 1997; \$27,500 per day for each such violation occurring on or after January 31, 1997; \$32,500 per day for each such violation occurring after March 15, 2004; and \$37,500 per day for each such violation occurring after January 12, 2009. *See* 40 C.F.R. Part 19.
35. Respondent must pay a \$400,000 civil penalty within 30 days of the effective date of the

Compliance Agreement by sending a cashier's or certified check, payable to the "Treasurer, United States of America," to:

FOR CHECKS SENT BY REGULAR U.S. POSTAL SERVICE

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

FOR CHECKS SENT BY EXPRESS MAIL

U.S. Bank
U.S. EPA Fines and Penalties
1005 Convention Plaza
Mail Station SL-MO-C2-GL
St. Louis, MO 63101

The check must note the following: In the matter of Target Corporation, the docket number of this CAFO, CAA-HQ-2009-9998.

FOR ELECTRONIC FUNDS TRANSFER

For Electronic Funds Transfer, Respondent must make the payment to "Treasurer, United States of America," and send it to:

Federal Reserve Bank of New York
ABA No. 021030004
Account No. 68010727
33 Liberty Street
New York, NY 10045
Field Tag 4200 of the Fedwire should read "D68010727
Environmental Protection Agency"

In the comment or description field of the electronic funds transfer, state the following: In the Matter of Target Corporation, the docket number of this CAFO, CAA-HQ-2009-9998.

FOR ONLINE PAYMENTS USING DEBIT OR CREDIT CARD

For online payments using debit and credit card, Respondent must pay online using an Automated Clearing House (ACH) debit or credit card. For payments online using ACH debit or credit card please visit www.pay.gov. Enter "SFO 1.1" in the search field or choose

“Environmental Protection Agency” from the A-Z index of U.S. government departments and agencies. Open the form and complete the information requested.

36. A transmittal letter, stating the case title, Respondent’s complete address, the docket number and the billing document number must accompany each payment. Respondent must send copies of the checks and transmittal letters to:

US EPA Region 5
Office of the Regional Hearing Clerk
Attention: La Dawn Whitehead
77 W. Jackson Blvd.
Mail code: E-19J
Chicago, IL 60604-3590

Jeffrey Bratko (AE-17J)
Air and Radiation Division
U.S. Environmental Protection Agency, Region 5
77 West Jackson Boulevard
Chicago, Illinois 60604

Director, Air Enforcement Division
U.S. Environmental Protection Agency (2242A)
1200 Pennsylvania Ave., N.W. (Mail code: 2242A)
Washington, DC 20460-0001

Nicole Wood-Chi, (C-14J)
Office of Regional Counsel
U.S. Environmental Protection Agency, Region 5
77 West Jackson Boulevard
Chicago, Illinois 60604-3511

37. This civil penalty is not deductible for federal tax purposes.
38. If Respondent does not timely pay the civil penalty due under paragraph 35, the EPA may bring an action to collect any unpaid portion of the penalty with interest, handling charges, nonpayment penalties and the United States’ enforcement expenses for the collection action under Section 113(d)(5) of the Act, 42 U.S.C. § 7413(d)(5). The validity, amount, and appropriateness of the civil penalty are not reviewable in a collection action.
39. Pursuant to 31 C.F.R. § 901.9, interest will accrue on any overdue amount under this CAFO

from the date payment was due at a rate established by the Secretary of the Treasury. Respondent must pay a \$15 handling charge each month that any portion of the penalty is more than thirty (30) days past due. In addition, Respondent must pay a quarterly nonpayment penalty each quarter during which the assessed penalty is overdue according to Section 113(d)(5) of the Act, 42 U.S.C. § 7413(d)(5). This nonpayment penalty will be 10 percent of the aggregate amount of the outstanding penalties and nonpayment penalties accrued from the beginning of the quarter.

Notice and Documentation

40. Respondent shall submit the annual reports required by paragraphs 30-33 of this Agreement via electronic mail to the following individuals, or their designated successor, by March 31 of the year following the reporting year:

Jeffrey Bratko
Bratko.jeffrey@epa.gov

Tahani Rivers
Rivers.tahani@epa.gov

Nicole Wood-Chi
Wood.nicole@epa.gov

Severability

41. As part of this Agreement, Respondent has certified certain facts set forth in paragraphs 19-21. The effect of the settlement described in paragraphs 28-33 and 35, above, is conditional upon the accuracy of the Respondent's representations to the EPA, as memorialized in paragraphs 19-21 of this CAFO. The parties agree that should the EPA receive information that proves or demonstrates that these facts are other than as certified by Respondent, the portion of this Agreement pertaining to the affected facilities, including mitigation of the proposed penalty, may be voided or this entire Agreement may be declared null and void at the EPA's election, and the EPA may proceed with an enforcement action.

42. The parties agree that Respondent reserves all of its rights should this Agreement be voided in

whole or in part. The parties further agree that Respondent's obligations under this Agreement will cease should this Agreement be rejected by the agency's Environmental Appeals Board (EAB); provided, however, that in the event that the EAB expresses any objections to, or its intent to reject this Agreement, the parties agree that they shall exercise their mutual best efforts to address and resolve the EAB's objections.

Reservation of Rights

43. The Final Order, upon issuance by the EAB, shall resolve only the federal civil claims alleged in this Agreement for federal civil penalties. Nothing in this Agreement or Final Order shall be construed to limit the authority of the EPA and/or the United States to undertake any action against Respondent in response to any condition which the EPA or the United States determines may present an imminent and substantial endangerment to the public health, welfare, or the environment. Furthermore, except as specified in this paragraph, issuance of the Final Order does not constitute a waiver by the EPA and/or the United States of its right to bring an enforcement action, either civil or criminal, against Respondent for any violation of federal or state statute, regulation, order, or permit.

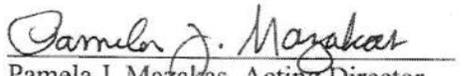
Other Matters

44. Each party shall bear its own costs and attorney fees in this matter.
45. The provisions of this Agreement and the Final Order, when issued by the EAB, shall apply to, and be binding on, the Complainant and the Respondent, as well as Respondent's officers, agents, successors and assigns.
46. Any change in ownership or corporate status of the Respondent including, but not limited to, any transfer of stock, assets or real or personal property shall not alter Respondent's responsibilities under this Agreement. Nothing in this Agreement shall relieve Respondent of the duty to comply with all applicable provisions of the CAA or other federal, state, or local laws or regulations, nor shall it restrict the EPA's authority to seek compliance with any applicable laws, nor shall it be

construed to be a ruling on, or a determination of, any issue related to any federal, state, or local permit. This CAFO does not affect the right of the EPA or the United States to pursue appropriate injunctive or other equitable relief or criminal sanctions for any violation of law.

47. Respondent waives any rights it may have to contest the allegations contained herein and its right to seek judicial review of the Final Order accompanying this Agreement.
48. The undersigned representatives of each party to this Agreement certify that each is duly authorized by the party whom he/she represents to enter into these terms and bind that party to it.
49. Except as provided in paragraph 43, above, compliance with this CAFO will not be a defense to any actions subsequently commenced pursuant to federal laws administered by Complainant.
50. This CAFO constitutes an "enforcement response" as that term is used in the EPA's *Clean Air Act Stationary Source Civil Penalty Policy* to determine Respondent's "full compliance history" under Section 113(e) of the Act, 42 U.S.C. § 7413(e).
51. This CAFO and Attachments A and B constitute the entire agreement between the parties.

FOR COMPLAINANT:


Pamela J. Mazakas, Acting Director
Office of Civil Enforcement
U.S. Environmental Protection Agency

4/25/12
Date

FOR RESPONDENT:


John Leisen, Director
Facilities Management Operations
and Store Services
Target Corporation

3/16/2012
Date

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

IN THE MATTER OF:)
)
)
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Target Corporation.)
)
)
Respondent)

Docket No. CAA-HQ-2009-9998

FINAL ORDER

Whereas, Complainant, the United States Environmental Protection Agency, and Target Corporation (Respondent), the Parties herein, represented by counsel, have consented to the entry of this Final Order, and agree to comply with the Consent Agreement signed by the parties and incorporated herein; and

The Consent Agreement is hereby approved and incorporated by reference into this Final Order. Respondent is hereby ordered to comply with the terms of the Consent Agreement, effective immediately.

SO ORDERED

By:
Date:
Environmental Appeals Judge
Environmental Appeals Board
U.S. EPA

CERTIFICATE OF SERVICE

I certify that the foregoing "Consent Agreement" and "Final Order," in the Matter of Target Corporation, Docket No. CAA-HQ-2009-9998, were filed and copies of the same were mailed to the parties as indicated below:

Via Interoffice Mail:

Pamela J. Mazakas, Acting Director
Office of Civil Enforcement
Office of Enforcement and Compliance Assurance
U.S. Environmental Protection Agency
1200 Pennsylvania Ave., NW (Mail Code 2248A)
Washington, DC 20460

Via U.S. Certified Mail:

Gordon D. Todd
Sidley Austin, LLP
1501 K. St., NW
Washington, DC 20005

Annette Duncan, Secretary
U.S. Environmental Protection Agency
Environmental Appeals Board

Date

Attachment Aⁱ

Column 1 – Store Number and Location	Column 2 – Alleged Failure to conduct an inspection in violation of 40 C.F.R. § 61.145(a)	Column 3 – Alleged Failure to Submit a Notification in violation of 40 C.F.R. §§ 61.145(b) and 61.05(d)
T-0749 5950 State Bridge Road Duluth, GA 30097	X	X
T-0772 1180 Carl D Silver Pkwy Fredricksburg, VA 22401	X	X
T-0776 18000 Vervier Rd. Harper Woods, MI 48225	X	X
T-0777 Southfield, MI 48075	X	X
T-0778 107 Pavillion Pkwy Fayetteville, GA 30214	X	X
T-0780 4630 Taylorsville Rd. Louisville, KY 40220	X	X
T-0792 6850 Ridge Road Parma, OH 44129	X	X
T-0793 449 Howe Ave Cuyahoga Falls, OH 44221	X	X
T-0898 4410 S. Highway 17 92 Casselberry, FL 32707	X	
T-0901 5350 W. Main St. Kalamazoo, MI 49009	X	X
T-0939 19201 Bear Valley Rd. Apple Valley, CA 92308	X	X
T-0981 740 Ernest W. Barrett Pkwy NW Keensaw, GA 30144	X	X

T-0993 6955 Highway 6N Houston, TX 77084	X	
T-1003 7951 Nolpark Ct Glen Burnie, MD 21061	X	
T-1008 3300 Western Pkwy Waldorf, MD 20603	X	X
T-1019 10100 Brook Rd Glen Allen, VA 23059	X	X
T-1027 209 W. Ventura Blvd Camarillo, CA 93010	X	X
T-1030 7989 U.S. Highway 64 Memphis, TN 38133	X	X
T-1031 1825 E Primrose St Springfield, MO 65804	X	X
T-1047 525 First Colonial Road Virginia Beach, VA 23451	X	
T-1090 205 Robert C Daniel Jr Pkwy Augusta, GA 30909	X	X
T-1135 2331 E. Lincoln Highway Langhorne, PA 19047	X	X
T-0754 6365 I-55 N Jackson, MS 39213		X
T-0877 300 Hollywood Mall Hollywood, FL 33021- 6904		X
T-0917 1905 Scenic Hwy N Snellville, GA 30078		X
T-0875 2417 N. Haskell Ave		X

Dallas, TX 75204		
T-0736 1290 Hamner Ave Norco, CA 92860		X
T-0913 26792 Portola Pkwy Foothill Ranch, CA 92610		X
T-0914 30602 Santa Margarita Pkwy Rancho Santa Margarita, CA 92688		X
Target Store T-0767 888 W Arrow Hwy San Dimas, CA 91773	X	X
Target Store T-0947 9440 Marsh Ln Dallas, TX 75220		X
Target Store T-1010 1575 Niagara Falls Blvd. Amherst, NY 14228	X	X
Target Store T-1056 3112 Vestal Pkwy E Vestal, NY 13850	X	X
Target Store T-1069 4301 Lien Road Madison, WI 53704	X	X
Target Store T-1028 2831 E Eastland Ctr Dr West Covina, CA 91791	X	X

¹ Please note that each "X" denotes Target's alleged failure to meet the applicable requirement noted at the top of each column in Attachment A.

TARGET CORPORATION



April 18, 2003

RE: Pre-Renovation Inspection For Asbestos Containing Building Materials (ACBM)
Target Store T-0947
9440 Marsh Ln
Dallas, TX 75220
Year Constructed: 1994

To Whom It May Concern:

This form letter is submitted for attachment to a building permit application to meet the pre-renovation asbestos inspection requirements of pertinent federal, state, and local codes and regulations. The predominant regulation that requires pre-renovation asbestos inspections is the EPA Asbestos NESHAP Standard, (40 CFR 61, Subpart M-National Emission Standard for Asbestos). This standard does not specify what constitutes an asbestos inspection. Rather, it acknowledges that following the Asbestos Hazard Emergency Response Act (AHERA) state-of-the-art guidelines for conducting asbestos inspections helps ensure a thorough inspection. AHERA is another EPA Standard, which specifically applies to schools, is found within 40 CFR 763. There is an asbestos inspection exclusion that is allowed within AHERA (40 CFR 763.99(7)). To paraphrase this exclusion, a pre-renovation inspection is **not** required within buildings constructed after 1988 provided that the building was built under a specification that no asbestos containing products were to be used in the construction process.

Target Corporation completes pre-renovation asbestos inspections of all stores constructed through 1992. Starting in 1993, Target Corporation implemented the following construction contracting and specification measures to guard against the installation of ACBM:

- The installation of specified, named construction products and materials (structural steel fireproofing, decorative surfacing materials, ceiling tiles, floor tiles, flooring mastics, gypsum wall board and joint compound, etc.) that have manufacturer certifications that these materials do not contain asbestos;
- A specified submittal review process of manufacturers construction product specifications; and
- A product alternate/substitute specification clause that states that ACBMs are not acceptable alternates.

ENVIRONMENTAL SERVICES
1000 NICOLLET MALL, TPN-0725
MINNEAPOLIS, MN 55403
(612) 761-1412 PHONE
(612) 761-3686 FAX

Pre-Renovation Inspection For ACBMs
Target Store T-0947
Year Constructed: 1994
page 2 of 2

To test the effectiveness of these measures, Target Corporation has performed post construction asbestos inspections of 78 Target stores constructed since 1993. No ACBMs were found in any of these 78 Stores. These results indicate that these measures are effective. With these effective measures in place, Target Corporation feels confident in utilizing the asbestos inspection exclusion that is allowed within AHERA.

The Target Store referenced above was constructed under the above listed construction contracting and specification measures.

This letter is being attached to our building permit application as a substitute for an asbestos inspection report.

Should you or the local building code officials have any questions please contact Target Corporation Environmental Services at (612) 761-1412.