



CALIFORNIA CUPA FORUM

"An Association of Certified Unified Program Agencies"

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May 1, 2013

TO: ALL UNIFIED PROGRAM AGENCIES

FROM: BILL JONES, ENFORCEMENT ISSUE COORDINATOR^{SENT VIA EMAIL}

WAL- MART STORES, INC.INJUNCTIVE PROVISIONS

This is to summarize the injunctive provisions of the Wal-Mart Stores, Inc., statewide judgment dated May 3, 2010. The purpose of this communique is to provide Unified Program Agencies a document that would summarize injunctive provisions to compare with any future potential violations.

In addition, it is important that clear direction be provided on what to do if future violations occur and where this information should be sent. For those jurisdictions that have had active involvement by a local prosecutor, this is the obvious point of contact to send subsequent non-compliance information. If your jurisdiction does not have active prosecutorial involvement, you are requested to provide the information to the San Diego County District Attorney's Office, ATTN: Deputy DA Karen Doty, Phone: 619-685-6531, Fax: 619-531-4481, (karen.doty@sdcda.org) with a copy to me.

What follows is a summary of the injunction provisions. For more detailed information, you are directed to the final court document referenced below.

WALMART'S INJUNCTIVE PROVISIONS (ref. San Diego Superior Court Case No. 37-2010-00089145-CU-TT-CTL, Permanent Injunction and Final Judgement; Order); final 5-3-10, injunction through 5-3-15.

Wal-Mart shall comply with:

California Health and Safety Code (Division 20):

Chapter 6.5 Hazardous Waste Control, Sections 25100, et.seq.;
Chapter 6.7 Underground Storage of Hazardous Substances, Sections 25280 et.seq.; and
Chapter 6.95 Hazardous Materials Release Response Plans and Inventory, Sections 25500 et. seq.

California Business and Professions Code:

Division 7, Part 3, Chapter 1 (Section 17200): Advertising

Additional specific injunctive provisions:

5.1.a. Wal-Mart shall not dispose, or cause the disposal of, hazardous waste to drains, sinks, or toilets at a Wal-Mart Facility, onto the surface or subsurface of the ground at any

unauthorized location, at a landfill or transfer station not authorized to receive hazardous waste, or at any other unauthorized point.

5.1.b. Wal-Mart shall determine, at each Wal-Mart Facility, whether each item returned by a customer to that facility is a waste and if so, is a "hazardous waste".

5.1.c. Wal-Mart shall also determine, at each Wal-Mart Facility, whether each waste generated at that facility as a result of spills, container breakage or other means, is a "hazardous waste".

5.1.d. Wal-Mart shall handle any hazardous waste identified pursuant to paragraphs 5.1.b. and 5.1.c. in accordance with State laws/regulations.

5.1.e. Wal-Mart shall not transport hazardous waste on its own truck fleet unless it holds a valid registration to do so. Wal-Mart shall also not transfer custody of a hazardous waste to a transporter who does not hold valid registration.

5.1.f. Wal-Mart shall not transport items that would be considered hazardous in California as part of its "reverse logistics" process to centralize the management of returned items at Wal-Mart Return Centers, unless Wal-Mart has a contractual agreement or general practice providing for the return of the item to the manufacturer, or the item may be donated, resold, reused, or recycled in a manner that does not constitute discard pursuant to California regulations.

5.1.g. Wal-Mart shall properly and timely dispose of accumulated hazardous waste at each Wal-Mart Facility at least once every ninety (90) days, and shall timely cause to be filed its hazardous waste manifest with DTSC, or timely notify the DTSC of the treatment, storage, or disposal facility's failure to return an executed manifest.

5.1.h. Wal-Mart shall conduct weekly inspections of hazardous waste storage areas at each Wal-Mart Facility.

5.1.i. Wal-Mart shall treat discarded or no longer usable non-empty aerosol cans either: (i) as universal waste or (ii) as hazardous waste. This includes, without limitation, returned non-empty aerosol cans without actuators that are discarded or no longer usable.

5.1.j. Wal-Mart shall comply with employee training obligations pertaining to handling of hazardous waste, including, but not limited to, the requirements to maintain for a period of three years training documentation for each employee involved in hazardous waste handling at each Wal-Mart Facility. The employee training shall include a description of the requirements set forth in the injunctive provisions of this Consent Judgment.

5.1.k. Wal-Mart shall have in place at all times a hazardous waste contingency plan and emergency procedures for each Wal-Mart Facility.

5.1.l. Wal-Mart shall, at each Wal-Mart Facility, implement, maintain, and submit to the administering agency a complete hazardous materials business plan. Such hazardous materials business plan shall include procedures for emergency response to a release or threatened release of hazardous materials. Such a plan shall also include an employee training program.

5.1.m. Wal-Mart shall operate its existing tanks in vaults, unless exempt under HSC section 25283.5 in accordance with the following criteria: (1) all exterior surfaces of the tank, including connected piping, and the floor directly beneath the tank, can be monitored by direct viewing, (2) the tank has secondary containment or the structure in which the tank is located is constructed in such a manner that the structure provides for secondary containment of the contents of the tank, as determined by the local agency designated pursuant to Section 25283, (3) the owner or operator conducts

weekly inspections of the tank and maintains a log of the inspection results for review by the local agency designated pursuant to Section 25283, as requested by the local agency and (4) the local agency designated pursuant to Section 25283 determines without objection from the State Water Resources Control Board that the UST meets requirements that are equal to or more stringent than those imposed by Chapter 6.7 of the Health and Safety Code. Any tanks in vaults installed by Wal-Mart after January 21, 2009 shall comply with the nineteen points specified in the January 21, 2009 State Water Resources Control Board Letter to Robert Rapista of the San Diego Certified Unified Program Agency regarding the Wal-Mart Poway, California Store or as otherwise separately approved by the State Water Resources Control Board or local agency staff. Notwithstanding Section 12 of this Judgment, Wal-Mart may comply with any statutory, regulatory or agency clarifications with regard to the management of tanks in vaults that are less stringent than this provision, without seeking leave of court.

5.1.n. Wal-Mart shall immediately report any release or threatened release of hazardous material from any Wal-Mart Facility into the environment.

If you have any questions, please feel free to call me at 323-890-4042 or email me at bill.jones@fire.lacounty.gov.

WJ:lc

- c. Enforcement Steering Committee
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