



CALIFORNIA CUPA FORUM

"An Association of Certified Unified Program Agencies"

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January 16, 2013

TO: ALL UNIFIED PROGRAM AGENCIES

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

WALGREEN INJUNCTIVE PROVISIONS

In recent discussions, some Unified Program Agency (UPA) staff have raised the question of what they should do months or years down the road from a statewide settlement when they observe additional or similar violations. One suggestion in discussions with statewide prosecutors was to summarize the injunctive provisions following a judgment and distribute the summary to all UPA's. This way UPA's would have easy access to a document that would include the 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 Monterey County District Attorney's Office, ATTN: Deputy DA Emily Hickok, Phone: (831) 647-7770, Fax: (831) 647-7762, (HickokED@co.monterey.ca.us) with a copy to me.

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

Walgreen's Injunction Provisions (ref. Case No. RG12635137, Stipulation for Entry of Final Judgment and Permanent Injunction entered on December 13, 2012, see paragraph 4).

Walgreens shall comply with:

- Hazardous Waste Control Law
- Health and Safety Code Sections 25100-25258.2
- Health and Safety Code Sections 25500-25520
- Medical Waste Management Act
- Health and Safety Code Sections 117600-118360
- Confidentiality of Medical Information Act
- Civil Code Sections 56-56.37
- Applicable regulations under these laws

Additional specific injunctive provisions, but without the statutory or regulatory citations:

- 4.1.a. Walgreens shall not dispose, or cause the disposal, of any hazardous waste at a point not authorized or permitted by DTSC, including without limitation, to any trash compactor, dumpster, drain, sink, or toilet, or onto the surface or subsurface of the ground at any unauthorized location, or at a landfill or transfer station not authorized to receive hazardous waste.
- 4.1.b. Walgreens shall not transport, or cause to be transported, any hazardous waste to an unauthorized location.
- 4.1.c. Walgreens shall not transport hazardous waste to unauthorized locations, including, Walgreen return and distribution centers.
- 4.1.d. Walgreens shall not transport, transfer custody of, or cause to be transported, any hazardous waste unless the transporter is properly licensed and registered to do so.
- 4.1.e. Walgreens shall not knowingly cause to be deposited, without the permission of the owner, any hazardous substance upon the land of another, in violation of Penal Code section 374.8(b).
- 4.1.f. Walgreens shall properly dispose of confidential information pursuant to the Confidentiality of Medical Information Act.
- 4.1.g. Walgreens shall determine, at each California Facility, whether each item returned by a customer to that facility is "waste" and if so, determine if that waste is "hazardous waste".
- 4.1.h. Walgreens shall determine, at each California Facility, whether each waste generated at that facility as a result of a spill, container breakage or other means rendering the product not usable for its intended purpose, is a "hazardous waste".
- 4.1.i Walgreens shall manage every hazardous waste in accordance with state requirements.
- 4.1.j. Walgreens shall take appropriate corrective action and/or respond to notices of violation within the period specified.
- 4.1.k. Walgreens shall achieve compliance and/or provide proof of such compliance within the time period specified.
- 4.1.l. Walgreens shall classify waste as hazardous or nonhazardous.
- 4.1.m. Walgreens shall determine if hazardous waste requires treatment before it may be land disposed.
- 4.1.n. Walgreens shall keep records of any test results, waste analysis, or determinations for at least three (3) years from the date that the waste was last sent to on-site or off-site treatment, storage, or disposal.
- 4.1.o. Walgreens shall properly manage, identify the accumulation start date, and properly label containers of hazardous waste.

- 4.1.p. Walgreens shall properly manage, mark, and store hazardous waste aerosol cans.
- 4.1.q. Walgreens shall use and/or maintain containers holding hazardous waste so as to prevent leaks.
- 4.1.r. Walgreens shall keep containers of hazardous waste closed and/or sealed, except when removing or adding hazardous waste.
- 4.1.s. Walgreens shall comply with all employee training obligations pertaining to the management of hazardous waste. In addition, Walgreens shall establish and maintain an employee training plan designed to enhance employee awareness of any regulatory or statutory changes in environmental compliance requirements.
- 4.1.t. Walgreens shall handle hazardous waste from customer returns and hazardous waste generated by spills, container breakage, and other means, in accordance with state requirements.
- 4.1.u. Walgreens shall obtain and keep current all required hazardous waste generator permits required by county and local ordinances.
- 4.1.v. Walgreens shall not treat, store, dispose of, transport, or offer for transportation, any hazardous waste without having received and used a proper identification number from the U.S. Environmental Protection Agency or DTSC.
- 4.1.w. Walgreens shall not accept, treat, store, or dispose of a hazardous waste without a hazardous waste facilities permit.
- 4.1.x. Walgreens shall not store hazardous waste onsite beyond the time permitted by law which does not have a hazardous waste storage permit from DTSC.
- 4.1.y. Walgreens shall retain copies of all required hazardous waste manifests for three (3) years.
- 4.1.z. Walgreens shall cause to be submitted to DTSC a legible copy of each manifest used within thirty (30) days of each shipment of hazardous waste to be transported off-site or into California.
- 4.1.aa. Walgreens or Walgreens's designated contractor shall contact the transporter and/or the owner or operator of the designated facility which was to receive any hazardous waste to determine the status of the hazardous waste in the event of non-receipt of a copy of the manifest with the handwritten signature of the owner or operator of the designated facility within thirty-five (35) days of the date the waste was accepted by the initial transporter.
- 4.1.bb. Walgreens shall lawfully and timely dispose of all accumulated hazardous waste at least one time during every ninety (90) day period and shall timely cause to be prepared and filed with DTSC a hazardous waste manifest for all hazardous waste that is transported, or submitted for transportation, for offsite handling, treatment, storage, disposal, or any combination thereof.
- 4.1.cc. Walgreens shall comply with the requirements of Code of Federal Regulations by having at least one employee designated at all times as the emergency coordinator and post the required information.

4.1.dd. Walgreens shall keep a copy of each manifest for three (3) years, or until the generator received a signed copy from the designated facility which received the hazardous waste as provided by California Code of Regulations, Title 22.

4.1.ee. Walgreens shall properly manage, mark, and store universal waste in compliance with the standards for universal waste management.

4.1.ff. Walgreens shall keep a record with the information required of each shipment of universal waste.

4.1.gg. Walgreens shall prepare and maintain hazardous waste manifest.

4.1.hh. Walgreens shall treat returned or discarded non-empty aerosol cans as universal waste or hazardous waste.

4.1.ii. Walgreens shall have in place at all times a hazardous waste contingency plan and emergency procedures for each California Facility if required.

4.1.jj. Walgreens shall label containers of hazardous waste before transporting hazardous waste.

4.1.kk. Walgreens shall continuously implement, maintain, and submit to the respective administering agency a complete hazardous materials business plan. Each required hazardous materials business plan shall include procedures for emergency response to a release or threatened release of hazardous materials. Such plan shall also include an employee training program.

4.1.ll. Walgreens shall comply with the California Medical Waste Management Act.

4.1.mm. Walgreens shall take all reasonable steps to destroy, or arrange for the destruction of, customers' records within its custody or control which contain confidential medical information.

4.1.nn. Walgreens shall not allow hazardous waste to remain, after causing its deposit, at a point not authorized, without immediately filing a report of the deposit with DTSC.

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