



CALIFORNIA CUPA FORUM

"An Association of Certified Unified Program Agencies"

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January 30, 2015

TO: ALL UNIFIED PROGRAM AGENCIES

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

SAFeway INC., A DELAWARE CORPORATION, INJUNCTIVE PROVISIONS

This is to summarize the injunctive provisions of the Safeway Inc. (a Delaware Corporation); statewide judgment dated January 2, 2015. The purpose of this communique is to provide Unified Program Agencies a document that outlines injunctive provisions to compare with any future potential violations.

This is also to provide direction on what to do if future violations occur and where this information should be sent. For those jurisdictions that have active involvement by a local prosecutor, this is your point of contact to send subsequent non-compliance information. If your jurisdiction does not have active prosecutorial involvement, please forward the information to Deputy District Attorney (DDA) Diane M. Taira of Solano County at (707) 784-6800 or DDA William Fallon of Orange County at (714) 834-3600.

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

Safeway Inc., a Delaware Corporation, Injunction Provisions (ref. Case No. RG 14753173, Stipulation for Entry of Final Judgment and Permanent Injunction dated 01/02/15).

Safeway Inc., a Delaware Corporation, shall comply with:

California Health and Safety Code:

Chapters 6.5 (Sections 25100-25258.2): Hazardous Waste Control Law

Chapter 6.95 (Sections 25500-25519): Hazardous Materials Release Response Plans and Inventory

Health and Safety Code (Sections 117600-118360): The Medical Waste Management Act

Civil Code (Sections 56-56.37): the Confidentiality of Medical Information Act

Additional injunctive provisions summarized without the statutory or regulatory citations:

4.1.a. Defendant shall not dispose, or cause the disposal of, any hazardous waste at a point not authorized or permitted by the Department of Toxic Substances Control ("DTSC"), including without limitation, to any trash compactor, dumpster, drain, sink, or toilet at any of the California Facilities, 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. Defendant 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.c. Defendant 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.d. Defendant shall manage every hazardous waste so identified pursuant to paragraphs 4.1.a., 4.1.b. and 4.1.c.

4.1.e. Defendant 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. This prohibition includes, without limitation, the transportation of any hazardous waste by a person that is not properly licensed and registered to transport hazardous waste on a tractor and/or trailer owned or operated by Defendant.

4.1.f. Defendant shall not transport, or cause to be transported, any hazardous waste to an unauthorized location.

4.1.g. Defendant shall not transport, or cause to be transported, any item that would be considered hazardous in California as part of its "reverse logistics" process to centralize the management of returned items at distribution centers owned by Defendant, unless pursuant to a contractual agreement expressly providing for the return of the item to the manufacturer or the manufacturer's designated agent, and unless the item is in sufficiently good condition that it may be donated, resold, reused, or recycled in a manner that does not constitute discard.

4.1.h. Defendant shall lawfully and timely dispose of all accumulated hazardous waste from each California Facility at least one time during every ninety (90) day period (unless a longer interval is allowed for by California law or other law); and shall timely cause to be prepared and filed with the 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, and shall timely notify the DTSC by filing an exception report concerning the treatment, storage, or disposal facility's failure to return any executed manifest.

4.1.i. Defendant or Defendant'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.j. Defendant 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 US Environmental Protection Agency or DTSC, for the originating facility.

4.1.k. Defendant shall maintain a program for the lawful storage, handling and accumulation of hazardous waste, and for the lawful segregation of hazardous-waste items that are in leaking containers.

4.1.l. Defendant shall maintain properly designated and designed hazardous waste storage areas, which include the segregation of hazardous wastes, and shall conduct weekly inspections of hazardous waste storage areas, at each California Facility.

4.1.m. Defendant shall maintain an employee training program designed to enhance employee awareness of any regulatory or statutory changes in California environmental compliance requirements. Defendants shall also comply with all requirements of California Code of Regulations regarding training employees to handle hazardous waste, including, but not limited to, retention of training records for the requisite time period for current and former employees.

4.1.n. Defendant shall have in place at all times a hazardous waste contingency plan and emergency procedures for each California Facility.

4.1.o. Defendant shall, at each California Facility, continuously implement, maintain, and submit to the respective Unified Program Agency, a complete hazardous materials business plan. Each 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 that meets the requirements.

4.1.p. Defendant shall immediately report any release or threatened release of a reportable quantity of any hazardous material from any California Facility into the environment.

4.1.q. Defendant shall prepare and maintain hazardous waste manifests.

4.1.r. Defendant shall keep a copy of each manifest signed for three (3) years, or until the generator received a signed copy from the designated facility which received the hazardous waste.

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

4.1.t. Defendant shall keep a record with the information required of each shipment, if any, of universal waste received at any California Facility.

4.1.u. Defendant shall comply with the California Medical Waste Management Act.

4.1.v. Defendant shall not knowingly cause to be deposited, without the permission of the owner, any hazardous substance upon the land of another.

4.1.w. Defendant 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 that is no longer to be retained by the business in a manner that preserves the confidentiality of the information contained therein.

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. UP Enforcement Steering Committee
Taira
Fallon