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April 2, 2018

TO: ALL UNIFIED PROGRAM AGENCIES

FROM: BILL JONES, INSPECTION & ENFORCEMENT ISSUE COORDINATOR

SENT VIA EMAIL

HOME DEPOT U.S.A INC., INJUNCTION PROVISIONS

This is to summarize (stipulated) injunctive provisions in the HOME DEPOT U.S.A INC, statewide judgement dated February 15, 2018. This communique is to provide Unified Program Agencies (UPA's) with injunctive provisions to compare with any future potential violations.

This is also to provide clear 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 the 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 Supervising Deputy Attorney General, Margarita Padilla, Deputy Attorney General Reed Sato at (916) 210-7789 or by email at Reed.Sato@doj.ca.gov.

What follows is a summary of the injunction provisions. For more detailed information, you are directed to the final court document referenced below (numbered as in the Final Judgement).

HOME DEPOT U.S.A. INC Injunction Provisions (ref. Case No. RG18893251, Stipulation for Entry of Final Judgement and Permanent Injunction dated 02/15/2018).

Defendants Home Depot U.S.A INC., (a Delaware Corporation) shall comply with:

California Health and Safety Code (H&SC):

Chapter 6.5 (§25100-§25258.2): Hazardous Waste Control Law

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

Injunctive provisions are summarized below. Defendants shall comply with each of the following provisions at all California Home Depot U.S.A Inc. facilities:

4.0 Pursuant to the provisions of H&SC sections 25181, 25515.6, 25515.8, and Business and Professions Code §17203, and subject to Paragraph 23 below, Defendant is permanently enjoined to comply with the applicable provisions and associate regulations specifically identified in paragraph 4.1. Failure to comply with the injunctive provisions of this Final

Judgement on Consent may subject Defendant to sanctions including, but not limited to, contempt and/or additional penalties.

4.0.a. Defendant shall provide the People with the written notice of the opening of a new store or distribution center in the State of California within twenty-one (21) calendar days of the date of opening of the store or distribution center.

4.0.b. Defendant shall provide the People with the written notice of the closing of an existing Home Depot store or distribution center in the State of California at least thirty (30) calendar days prior to the closing date of the store or distribution center. Within twenty-one (21) calendar days of closing the Home Depot store or distribution center, Defendant shall provide notice to the People under penalty of perjury that, to the best of its information and belief after reasonable inquiry, all hazardous waste and universal waste present at the store or distribution center at the time of closure, has been managed in accordance with applicable hazardous waste and universal waste requirements.

4.1 Specific Injunctive Provisions

Defendant shall comply with each of the following provisions in the ownership and operation of its California Home Depot facilities.

4.1.a. Defendant shall not dispose, or cause the disposal of, any hazardous waste at a disposal site or facility not authorized or permitted by DTSC, in violation of H&SC section 25203, 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. Defendant shall determine, before transporting or transferring custody, whether each item returned by a customer is a waste, and if so, whether it is a hazardous waste, as required by California Code of Regulation, title 22 (CCR, Title 22), section 66262.11 [hazardous waste determination].

4.1.c. Defendant shall determine before transporting or transferring custody, whether each waste generated as a result of a spill, container breakage or other means rendering the product not usable for its intended purpose, is a hazardous waste, as required by CCR, Title 22, section 66262.11 [hazardous waste determination].

4.1.d. Defendant shall manage every hazardous waste identified pursuant to paragraphs 4.1.a., 4.1.b., and 4.1.c, in accordance with the applicable requirements for a generator of a hazardous waste, contained in Chapter 6.5 of the H&SC and its implementing regulations in the CCR, Title 22.

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 transport hazardous waste, as required by H&SC section 26163.

4.1.f. Defendant shall not transport, or cause to be transported, any hazardous waste to an unauthorized location in violation of H&SC section 25203.

4.1.g. Defendant shall not transport any hazardous waste in violation of CCR, Title 22, section 66263.17.

4.1.h. Defendant shall lawfully and timely dispose of all accumulated hazardous waste at least one time during every ninety (90) day period, unless a longer interval is allowed for by CCR, Title 22, section 66262.34 [accumulation time]; and shall timely cause to be prepared and filed with DTSC, a hazardous waste manifest for all accumulated hazardous waste that is transported, or submitted for transportation, for offsite handling treatment, storage, disposal, or any combination thereof, as required by H&SC section 25160(b)(3) and CCR, Title 22, sections 66262.23[use of the manifest]; and shall timely notify DTSC by filing an exception report concerning the treatment, storage, or disposal facility's failure to return any executed hazardous waste manifest as provided in H&SC section 25160(b)(3).

4.1.i. Defendant shall contact the transporter and/or the owner or operator of the designated facility which was to receive any manifested hazardous waste, to determine the status of the hazardous waste, in the event Defendant has not received 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, as required by CCR, Title 22 section 66262.42.

4.1.j. Defendant shall not treat, store, dispose of, transport, or offer for transportation, any hazardous waste without having receive and used a proper identification number from the U.S Environmental Protection Agency or DTSC, for the originating facility, as required by CCR, Title 22, section 66262.12, subdivision (a). [identification numbers for the generator].

4.1.k. Defendant shall maintain a program for: (i) the lawful storage, handling and accumulation of hazardous waste, and (ii) the lawful segregation of hazardous waste items that are in leaking containers, as provided by H&SC section 25123.3 and CCR, Title 22, sections 66262.34 [accumulation time], 66265.173 [management of containers] and 66265.177 [special requirements for incompatible wastes]. Defendant shall comply with the foregoing provisions of the HWCL and Title 22.

4.1.l. Defendants shall maintain properly designated and designed hazardous waste storage areas, which include the segregation of hazardous waste, and shall conduct inspections of hazardous waste storage areas, as required by CCR, Title 22 sections 66262.34 and 66265.174 [inspections (weekly)]. Defendant shall comply with the foregoing provisions of the HWCL and Title 22.

4.1.m. Defendant shall comply with employees training obligations and restrictions required by CCR, Title 22 section 66265.16 [personal training], pertaining to the management of hazardous waste. If a Home Depot employee has not completed hazardous waste training, Defendant shall ensure that the employee is supervised consistent with section 66265.16, subdivision (b), and the employee's direct supervisor has completed the required hazardous waste training as a condition to assigning hazardous waste management duties to that employee.

4.1.n. Defendant shall continuously implement, maintain, and submit to the responsible "UNIFIED PROGRAM AGENCY" (as defined in H&SC section 22501), a complete hazardous materials business plan, if required by H&SC section 25507 and CCR, title 19, section 2650 [minimum standards for business plans], as applicable. Each hazardous materials business plan for each store and each distribution center shall include procedures for emergency response to a release or threatened release of hazardous materials, as required by H&SC sections

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25505 and 25507. Such plan shall also include an employee training program that meets the requirements of H&SC section 25505 subdivision (a)(4), and CCR, T19, section 2659 [training].

4.1.o. Defendant shall properly manage, mark, and store universal waste in compliance with the standards for universal waste management found in CCR, Title 22, sections 66273.33 [universal waste management requirements for batteries, lamps, and mercury-containing equipment] through 66273.35 [accumulation time limit]. Defendant shall comply with CCR, Title 22 section 66273.36. [personnel training]. In the alternative, Defendant may manage universal waste as hazardous waste in accordance with the applicable requirements contained in Chapter 6.5 of the H&SC and its implementing regulations in the CCR, Title 22 including, but not limited to, section 66262.34.

4.1.p. Defendant shall keep a record of each shipment of universal waste sent from any California Home Depot Facilities, as required by CCR, Title 22 section 66273.39, subdivision (c).

4.1.q. Defendant shall comply with the California Medical Waste Management Act, H&SC section 117600 et seq.

4.1.r. Defendant shall take all reasonable steps to destroy, or arrange for the destruction of, customer records within its custody or control, when the records are no longer retained by Home Depot by: i) shredding, ii) erasing, or iii) otherwise modifying the personal information in those records to make it unreadable or undecipherable by any means as required by Civil Code section 1798.81.

4.1.s. Defendant shall implement, maintain and comply with, an employee training program that meets the requirements of H&SC section 25505, subdivision (a)(4), and T19 of the CCR section 2659, pertaining to hazardous materials, and business and area plans, including but not limited to Hazardous Materials Business Plans.

If you have any questions, please feel free to call me at 323-890-4032 or email me at bill.jones@fire.lacounty.gov.

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