



California Architectural Paint Stewardship Program Plan

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Submitted by:

Marjaneh Zarrehparvar
Executive Director
PaintCare® Inc.
1500 Rhode Island Avenue NW
Washington, DC 20005
mzarrehparvar@paint.org
www.paintcare.org

Submitted to:

Caroll Mortensen
Director
Department of Resources Recycling and Recovery (CalRecycle)
1001 I Street
Sacramento, CA 95814
caroll.mortensen@calrecycle.ca.gov
www.calrecycle.ca.gov

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1. Introduction

a. Recognition

PaintCare® would like to thank all of the partners – both past and present – that have helped to shape and create the California Architectural Paint Stewardship Program. Special thanks to Assemblymember Jared Huffman, Assembly Bill 1343 author; Californians Against Waste, Assembly Bill 1343 sponsor; Product Care Association in British Columbia for their leadership and invaluable guidance born from 17 years of developing and managing paint stewardship programs; Product Stewardship Institute for their foresight in developing the Paint Product Stewardship Initiative in 2003; the California household hazardous waste community for their patience, support and partnership; California Product Stewardship Council for building critical support for Assembly Bill 1343 and staying engaged every day since to ensure a successful California Program; California Department of Toxic Substances Control and representatives of the Certified Unified Program Agency (CUPA) for their assistance in navigating the California regulatory environment; and to CalRecycle for their partnership as we embark on building a successful California Architectural Paint Stewardship Program.

b. Assembly Bill 1343

In September 2010, Governor Schwarzenegger signed Assembly Bill 1343 (Huffman) creating the California Architectural Paint Stewardship Program. The statute requires architectural paint manufacturers to develop and implement a program to reduce, reuse, recycle and properly manage postconsumer architectural paint in the State.

The Program will provide substantial cost savings to municipal household hazardous waste collection programs; significantly increase postconsumer architectural paint collection sites and recycling opportunities for residents, businesses and other generators of postconsumer architectural paint; and exemplify the principles of product stewardship in action.

c. Paint Stewardship History

CalRecycle (formerly the California Integrated Waste Management Board) and the American Coatings Association, along with paint manufacturers, paint recyclers, Federal EPA, and local and state governments across the United States engaged in a national dialogue – facilitated by the Product Stewardship Institute – that began in 2003. The goal of the dialogue was to develop an economically and environmentally sustainable, industry designed and implemented postconsumer paint reduction and management system.

The dialogue resulted in development of language for a model architectural paint stewardship law. In 2009, Oregon passed the first industry-initiated architectural paint stewardship law in the United States, followed by California in 2010 and Connecticut in 2011.

This Program Plan describes how the California Paint Stewardship Law will be implemented.

d. Citation and Terminology

Citation. The top of Sections 3-11 of this Plan cite the relevant sections of the California Paint Stewardship Law that apply to the subject of that section.

Terminology. Several terms are used interchangeably in this Stewardship Plan. The first term listed in each group below is the term used in the Law.

- “California Paint Stewardship Law” is mostly referred to as “the Law”
- “Architectural Paint Stewardship Plan” is mostly referred to as “the Plan”
- “Architectural paint” is also referred to as “program products” and “postconsumer paint” depending on its use
- “Architectural paint stewardship assessment” is referred to as “assessment fee” and “PaintCare Recovery Fee” – the latter term is used to differentiate between the general use of the term vs. the specific use when referring to financing of the PaintCare Program.

e. Authorized Signature

PaintCare, Inc.

A handwritten signature in blue ink, appearing to be 'M. Zarrehparvar', with a large, stylized loop at the end.

Marjaneh Zarrehparvar
Executive Director

Dated: June 4, 2012
(Resubmitted with corrections: July 8, 2015)

2. Legislation

a. California Paint Stewardship Law

The 2010 California Paint Stewardship Law requires manufacturers of architectural paint to develop and implement a program to reduce the generation of postconsumer architectural paint, promote the reuse of postconsumer architectural paint, and to provide a system for the management of postconsumer architectural paint in an environmentally sound manner that includes collection, transportation, processing, recycling and proper disposal.

The Law requires that on or before April 1, 2012, a manufacturer or designated stewardship organization submit an architectural paint stewardship plan to CalRecycle. The Plan must demonstrate:

- Sufficient funding for the program, including a funding mechanism for securing and dispersing funds to cover administrative, operational, and capital costs;
- Application of an assessment fee on containers of architectural paint sold by manufacturers in California and a process to remit the fees to a stewardship organization, if applicable;
- Procedures for the assessment fee to be added to the cost of architectural paint sold to California retailers and distributors, and for each California retailer or distributor to add the assessment fee to their purchase price;
- Coordination of the program with existing household hazardous waste collection programs to the extent that such coordination is reasonably feasible and is mutually agreeable;
- Coordination to allow retailers to participate, on a voluntary basis, as paint collection sites;
- Goals established by the manufacturer or stewardship organization to reduce the generation of postconsumer paint, to promote the reuse of postconsumer paint, and for the proper end-of-life management of postconsumer paint, based on current household hazardous waste program information; and
- Consumer, contractor, and retailer education and outreach efforts to promote the source reduction and recycling of architectural paint.

Minor amendments have been made to the statute since its passage. Amendments include a correction to the date of submission for the Annual Report. Appendix A shows the current language of the Law contained in California Public Resource Code, Sections 48700-48706.

b. California Paint Management Law

To support the goals of the California Paint Stewardship Law, amendments were made to existing paint management legislation through Assembly Bill 408 (Wieckowski, 2011) to facilitate the collection and management of architectural paint. The amendments permit locations that accept latex paint to also accept oil-based paint (under specified conditions) and also permit architectural paint to be transported from a collection location to a consolidation site without the use of a uniform hazardous waste manifest. Appendix B shows the current language of California Health and Safety Code, Sections 25217-25217.4.

3. Stewardship Organization

a. Statutory Requirement

The Law states:

48703(a) On or before April 1, 2012, a manufacturer or designated stewardship organization shall submit an architectural paint stewardship plan to the department.

and defines:

48700(h) "Stewardship organization" means a nonprofit organization created by the manufacturers to implement the architectural paint stewardship program described in Section 48703.

b. PaintCare[®] Inc.

PaintCare[®] Inc. ("PaintCare") was formed to serve as the architectural paint industry's stewardship organization and will fulfill the obligations of participating manufacturers under the California Paint Stewardship Law.

PaintCare is an IRS Code 501(c)(3) non-profit organization incorporated under the laws of Delaware and was created by the American Coatings Association (ACA), a voluntary, non-profit organization working to advance the needs of the paint and coatings industry and the professionals who work in it. PaintCare's Board of Directors consists of nine non-paid representatives of architectural paint manufacturers. Appendix C shows the current members of the Board of Directors.

Manufacturers must be registered with PaintCare to be represented and listed in this Program Plan as a participant. PaintCare representation is open to all manufacturers, not just to ACA members.

PaintCare's corporate office and corporate staff are located in Washington, DC. Program staff are located in and/or work in the states in which PaintCare programs operate.

4. Program Products

a. Statutory Requirement

The Law states:

48701 For purposes of this chapter, the following terms have the following meanings:

(a) "Architectural paint" means interior and exterior architectural coatings, sold in containers of five gallons or less for commercial or homeowner use, but does not include aerosol spray paint or coatings purchased for industrial or original equipment manufacturer use.

and further states:

48702(b)(3) The architectural paint stewardship assessment shall be added to the cost of all architectural paint sold to California retailers and distributors, and each California retailer or distributor shall add the assessment to the purchase price of all architectural paint sold in the state.

b. Section Overview

This section discusses:

- The definition of architectural paint
- Management of non-program products
- How manufacturers identify program products for the purpose of adding the required PaintCare Recovery Fee
- How collection sites identify program products for the purpose of collecting them under the Program

c. Program Products

All architectural paint can be classified as either latex (water-based) or oil-based coatings. For simplicity, products that fall under the definition of architectural paint are referred to as “program products” in this Plan and in most Program-related outreach materials.

In order to determine which products fall under the definition of architectural paint, PaintCare uses definitions and terminology from the U.S. Environmental Protection Agency, California Air Resources Board and other state and local architectural and industrial maintenance (AIM) rules.

Program products are sold in California primarily through retail stores. These may be dedicated paint stores, hardware stores, home improvement stores or other retail sites, and can also be purchased through online and catalog sales. Consumers of program products include residential users, trade painters, contractors, businesses, universities, and institutions.

d. Non-Program Products

Non-program products, whether paint products (e.g., traffic marking paint) or non-paint products (e.g., paint thinners) are not accepted by the Program because they introduce unfunded costs and safety hazards into the system. Minimization of non-program products will be achieved through public education, signage at collection sites, and collection site training and procedures.

Any incidental non-program products that enter the collection system will be segregated at the time of processing.

e. Communication on Program Products

The Program has developed detailed explanatory documents to assist stakeholders in determining which products are included and which products are excluded from the Program.

Consumers. Section 9 of this Plan addresses consumer education and outreach.

Collection Sites. Appendix D contains the explanatory document provided to assist collection sites with identification of program and non-program products for acceptance in the Program.

Manufacturers, Distributors and Retailers. Appendix D also contains the explanatory document provided to assist manufacturers, distributors and retailers with identification of program and non-program products for the purpose of adding the required PaintCare Recovery Fee.

5. Registered Manufacturers & Brands

a. Statutory Requirement

The Law states:

48702(a) A manufacturer of architectural paint sold in this state shall, individually or through a stewardship organization, submit an architectural paint stewardship plan to the department to develop and implement a recovery program to reduce the generation of postconsumer architectural paint, promote the reuse of postconsumer architectural paint, and manage the end-of-life of postconsumer architectural paint, in an environmentally sound fashion, including collection, transportation, processing, and disposal.

(b)(1) A manufacturer or retailer shall not sell or offer for sale in this state architectural paint to any person in this state unless the manufacturer is in compliance with this chapter.

(c)(1) On July 1, 2012, or upon the date the first plan is approved, whichever date is earlier, the department shall post on its Internet Web site a list of manufacturers for which the department has approved a plan pursuant to subdivision (a) of Section 48704. The department shall update this posting no less than once every six months thereafter. On and after April 1, 2013, the department shall post a notice on its Internet Web site listing manufacturers that are in compliance with this chapter pursuant to subdivision (b) of Section 48705 and shall update this posting no less than once every six months.

b. Section Overview

This section discusses:

- How PaintCare identified and contacted architectural paint manufacturers
- Obligations of manufacturers under the Law and PaintCare Program
- Private label agreements
- CalRecycle website posting

c. Manufacturer Registration and Brand List

Participation in PaintCare is open to all manufacturers who are obligated to take part in an Architectural Paint Stewardship Program, as defined under the Law. To identify potential participants, PaintCare obtained manufacturer information through a variety of sources, including:

- Oregon PaintCare Program
- American Coatings Association
- California Air Resources Board
- South Coast Air Quality Management District
- Internet

Manufacturers were notified of the California Law and invited to join the PaintCare Program through contact by mail and email. Appendix F (“Registered Manufacturers”) contains the list of manufacturers registered with PaintCare at the time of Plan submittal to CalRecycle. The identification and notification of potential Program participants continues. Given the lack of precedent for this type of Program, some manufacturers may need to be contacted several times and by different methods (e.g., letter, email, phone) to fully understand their obligations under the Law. As a result, the list of registered manufacturers is expected to increase as more manufacturers become aware of their obligations and register with PaintCare.

Before the start date of the Program, PaintCare will provide CalRecycle with a current list of registered manufacturers. Following that submission, PaintCare will provide an updated list on the first day of each month for any changes occurring 30 days prior to the last update. For example, any changes occurring in the month of April will be reflected in an update on June 1st, changes occurring in the month of May will be reflected in an update on July 1st.

To meet their reporting obligations to PaintCare, registered manufacturers must provide a list of their qualifying program products (brand and sub-brand name) to PaintCare. PaintCare has developed Appendix G (“Registered Brands”) from this reported information. Before the start date of the Program, PaintCare will provide CalRecycle with a current list of registered products. Following that submission, PaintCare will provide an updated list on the first day of each month for any changes occurring 30 days prior to the last update. For example, any changes occurring in the month of April will be reflected in an update on June 1st, changes occurring in the month of May will be reflected in an update on July 1st.

Private Label Agreement

Private label agreements (or services) are products manufactured or distributed by one company for use under another company’s label. They are also referred to as store brands, generic brands, and tolling agreements. These agreements are often kept confidential to protect the arrangements from competitive interests. Therefore, PaintCare will not specify which brands are produced by which manufacturer, unless they are one in the same. Instead, registered manufacturers (Appendix F) and their program products (Appendix G) will always be presented in two separate lists, thereby, assuring the confidentiality of private labeling and other brand agreements.

Posting to CalRecycle Website

CalRecycle will post the list of registered (compliant) manufacturers and their brands on its website. The purpose of posting this list is to make it available for retailers. Retailers will use this information to ascertain which brands (program products) may be legally sold in California. Again, the information posted on CalRecycle’s website will not identify which manufacturers produce which brands (unless this is obvious from the brand name).

6. Collection Infrastructure & Goals

a. Statutory Requirement

The Law states:

48703(c) The plan shall address the coordination of the architectural paint stewardship program with existing local household hazardous waste collection programs as much as this is reasonably feasible and is mutually agreeable between those programs.

(d) The plan shall include goals established by the manufacturer or stewardship organization to reduce the generation of postconsumer paint, to promote the reuse of postconsumer paint, and for the proper end-of-life management of postconsumer paint, including recovery and recycling of postconsumer paint, as practical, based on current household hazardous waste program information. The goals may be revised by the manufacturer or stewardship organization based on the information collected for the annual report.

and further states:

48703(f) Any retailer may participate, on a voluntary basis, as a paint collection point pursuant to the paint stewardship program, if the retailer's paint collection location meets all of the conditions in Sections 25217.2 and 25217.2.1 of the Health and Safety Code.

b. Section Overview

This section discusses:

- Current (baseline) collection infrastructure including municipal household hazardous waste (HHW) collection programs and their role in the PaintCare Program
- Planned infrastructure under the PaintCare Program, including the addition of retail sites
- Collection site recruitment, assessment, training and oversight

This section addresses architectural paint recovery and recycling goals. Section 9 of this Plan (Outreach & Education Goals) addresses architectural paint reduction and reuse goals.

c. Introduction

The PaintCare Program will establish collection locations across the State in both urban and rural communities. The Program will begin by offering and negotiating partnerships with existing collection sites (primarily municipal household hazardous waste collection sites) and will expand the collection system through the addition of retail collection. Retail sites offer a significantly higher level of convenience compared to municipal collection sites because they are more conveniently located and open more days and hours per week.

The Program anticipates the collection infrastructure to include:

- Municipal household hazardous waste collection facilities (permanent and temporary)
- Paint retailers including paint, hardware and home improvement stores, and reuse stores
- Waste transfer stations, landfills, public works yards, and other appropriate, publicly accessible, sites
- For large quantity users, specially arranged direct pick-up

Some municipal programs offer door-to-door (D2D) collection as part of their HHW program services. Though D2D programs are not a direct partner under this Program, PaintCare will offer to pick up all program products collected in these programs at their hauler’s consolidation location, resulting in cost savings to the municipalities funding D2D programs.

The Program will serve California consumers who have leftover program products, subject to limitations imposed by applicable state and federal hazardous waste regulations, as follows:

- **Residential generators/homeowners.** The Program will accept any quantity of latex or oil-based program products.
- **Conditionally Exempt Small Quantity Generators (CESQGs).** E.g., commercial painters, contractors, small businesses. The Program will accept any quantity of latex-based program products. The Program will only accept quantities of oil-based program products at or below the regulatory limit.
- **Small Quantity Generators (SQGs) and Large Quantity Generators (LQGs).** The Program will accept any quantity of latex-based program products. The Program is not allowed to accept any quantity of oil-based program products from SQGs or LQGs.

d. Collection Infrastructure, Identification and Recruitment

Phase 1. Partnering with Existing Infrastructure

The Program will begin by establishing partnerships with municipal household hazardous waste collection facilities and other sites currently collecting paint from the public, including existing retail collection sites. Given the opportunity for significant cost savings and positive support from the California HHW community for Product Stewardship, the majority of existing collection sites will likely participate in the PaintCare Program.

PaintCare has made extensive efforts to identify, contact and initiate a partnership process with all existing collection sites (other than current retail sites). Through information provided by CalRecycle, the California Department of Toxic Substances Control, the Household Hazardous Waste Information Exchange, and word-of-mouth, PaintCare has built a comprehensive database of existing collection programs. Table 6A summarizes the existing infrastructure.

Table 6A. Existing Infrastructure

Permanent Household Hazardous Waste Collection Facilities ¹	121
Temporary Household Hazardous Waste Collection Facilities ²	385 ³
Recycle-Only ⁴ or Paint-Only Collection Sites ⁵	45
Retail Collection Sites ⁶	63
Door-to-Door Collection Programs ⁷	39

¹As defined in CA HSC 25218.1(f).

²As defined in CA HSC 25218.1(p).

³Estimated annual number; the exact number of temporary HHW collection facilities (events) varies from year to year.

⁴As defined in CA HSC 25218.1(n).

⁵Non-retail sites collecting latex paint under CA HSC 25217.2.

⁶Retail sites collecting latex paint under CA HSC 25217.2.

⁷As defined in CA HSC 25218.1(c).

Over the previous 20 months, PaintCare representatives have reached out to existing programs through a variety of mechanisms, including:

- Site visits and phone calls;
- Presentations at the Household Hazardous Waste Information Exchange meetings, CalRecycle’s Annual Used Oil and HHW Conference, and other meetings and conferences; and
- Partnership with the California Product Stewardship Council to host a series of webinars, with extensive time available for Q&A.

Following initial contact, PaintCare has established a two-step process for existing sites to become a PaintCare collection site partner.



Yolo County’s Permanent Household Hazardous Waste Collection Facility

Step 1. Sites are asked to complete and submit a Letter of Interest. Appendix H contains the template Letter of Interest. As of this Plan submission, PaintCare has received 59 letters or other written notifications of interest, representing more than 166 fixed locations and approximately 200 temporary collection events. These entities are listed in Appendix I. PaintCare encourages interested locations to submit a Letter of Interest at any time; site recruiting is an ongoing process.

Attachment A of the Letter of Interest lists the services that collection sites may offer to PaintCare. These services and accompanying compensation must be mutually agreed upon. The following summarizes the partnership opportunities:

- **Collection Site.** PaintCare provides for collection containers, transportation of program products from the collection site to final destinations, and for recycling/proper disposal of the collected program products. No direct compensation is offered to the site.
- **Direct Reuse.** PaintCare compensates the collection site \$0.25 per container (includes all container sizes – pint, quart, gallon, 5-gallon) for direct reuse (“paint exchange”).
- **On-site Reprocessing/Recycling of Latex Paint.** PaintCare compensates the site for each gallon of reprocessed/recycled latex paint given away (or sold). The price per gallon is negotiated between the site and PaintCare.
- **Bulking of Latex Paint.** PaintCare compensates the site for each 55-gallon drum of bulked latex paint. The price per bulked drum is negotiated between the site and PaintCare. Note: Latex bulking will only be considered under two conditions: (1) The site does on-site latex paint reprocessing and bulks lower quality latex paint remaining from the sorting process, or (2) due to space limitations, a site cannot accommodate loosepack containers.
- **Bulking of Oil-Based Paint.** PaintCare compensates the site for each 55-gallon drum of bulked oil-based paint. The price per drum is negotiated between the site and PaintCare.
- **Internal Transportation.** PaintCare compensates the collection partner for units (i.e., tote, drum) of program product transported from “satellite” collection sites to the collection partner’s primary collection site. Satellite collection sites may include transfer stations, landfills, retailers or other sites. The price per unit is negotiated between the site and PaintCare.



Paint Exchange at Central Contra Costa Sanitary District’s HHWCF



Paint Reprocessing at San Francisco’s HHWCF

It is important to note that compensation provided for reuse and on-site latex reprocessing (numbers 2 and 3 above) provide direct incentives to increase reuse of program products, a primary goal of the Law.

Step 2. Once a Letter of Interest is received, PaintCare will contact the submitting entity to obtain their program details. Where feasible, the next step is to establish a formal contract between PaintCare and the legal entity representing the site. Once contract terms have been agreed upon and a contract signed by both entities, the site will be listed as an official PaintCare collection location.

At the time of the original Plan submission on April 2, 2012, the contract template for municipal (and other) collection sites was still under legal review. A draft template has since been completed and is included as Appendix N.

Please note that for ease of comparison to the original Plan, Appendices A-M will remain the same in this revised Plan (except for Appendix E, which has been incorporated into D, and Appendix K, which has been incorporated into Appendix N). New items will be added following Appendix M, even if they are addressed prior to the items in Appendices A-M.

Phase 2. Partnering with Retail Collection Sites

As soon as possible and in some cases during Phase 1, retail collection sites will be added to the PaintCare collection infrastructure. In particular, retail sites already collecting latex paint in San Francisco, San Joaquin, San Luis Obispo, Santa Clara and Tehama County, will be contacted and considered for participation at the Program start.

In preparation for retail site recruitment, PaintCare has identified approximately 2500 paint retailers, including paint, hardware and home improvement stores. These sites are made up of independent, cooperative, chain and corporate stores – both small and large. All paint retailers will be given an opportunity to participate as a PaintCare collection site, provided they meet PaintCare’s requirements and applicable laws and regulations, including, but not limited to:

- Ability to provide enough space to hold a minimum number of collection containers as determined by PaintCare’s needs in their specific geographic location;
- Willingness to accept both latex and oil-based program products;
- Willingness to accept program products from any qualifying generator;



*Retail Collection Site in Beaverton, Oregon
with PaintCare Window Poster*

- Easy access by the public and by PaintCare’s hauler;
- Compliance with PaintCare Collection Site Guidelines and applicable local regulating agency requirements that may include special hazardous materials storage limitations and submittal of a Hazardous Materials Business Plan;
- Willingness to have their site promoted on PaintCare’s website and through other outreach avenues; and
- Willingness to post and distribute PaintCare point-of-purchase outreach materials including a window poster advertising their store as a collection site.

Although retail participation is entirely voluntary and collection sites are not compensated, we are optimistic that a large number will become collection sites for the following reasons:

- Many of the same retail partners currently collecting paint in the Oregon PaintCare Program have California locations;
- There is already a high level of interest by several paint and hardware chain retailers in California;
- San Francisco, San Joaquin, Santa Clara, and Tehama County HHW programs have all successfully recruited voluntary retail paint collection sites, and;
- Retailers are aware of the benefits of participating as a collection site – attracting potential customers into their stores and recognition for offering an important community service.

A series of notifications will be sent to retailers – either directly or through their corporate headquarters – informing them of their obligations under the new Law and inviting their participation as a collection site. Notifications will begin in June 2012. Similar to municipal collection sites, retailers will be asked to submit a Letter of Interest indicating their interest in becoming a PaintCare collection site partner. Once a Letter is received, PaintCare will screen the site to ensure that they meet PaintCare’s collection site requirements as previously described. If they do, PaintCare will initiate a contractual agreement with the site. Once an agreement is finalized, the site will be trained and begin accepting postconsumer paint from the public.

At the time of the original Plan submission on April 2, 2012, retailer notifications had not yet been developed. The first notification has since been completed and distributed to retailers, and is included as Appendix O.

e. Service Level Goals

To ensure adequate collection coverage, PaintCare used Geographic Information System (GIS) modeling to determine the number and distribution of collection sites for the following criteria:

- Distribution: PaintCare’s statewide goal, which encompasses areas with populations less than 30,000, is to establish one site within 15 miles for the majority of residents – 90%. It is expected that in isolated areas with no opportunities for permanent collection sites (e.g. no available or eligible HHW or retail facility), participants will have to drive a distance greater than 15 miles to reach a collection site, just as they may need to drive a distance greater than 15 miles to purchase architectural paint.

- **Density:** In addition to collection sites selected to meet the above distribution criteria, one additional site will be added for every 30,000 residents of a population center (as defined below). This criteria addresses population density.

Application of these criteria results in approximately 750 permanent collection sites, which PaintCare considers its baseline service level goal. PaintCare aims to meet the baseline goal by partnering with a combination of existing paint collection sites (municipal and retail) and new sites (primarily retail). Once the baseline is satisfied, PaintCare may recruit additional collection sites in an effort to maximize consumer convenience. In addition, to the extent that permanent collection locations are not conveniently available, PaintCare may also partner with municipal programs hosting temporary “one-day” household hazardous waste collection events.

The following section describes the methodology for establishing the baseline service level. It is important to note that the methodology and computer modeling used does not consider county borders or a county’s population. Instead, it takes into account the location of population centers (i.e., density). However, because California’s county system is used for various reporting and oversight purposes, PaintCare has included in Appendix J (Table J) the approximate number of sites for each California county.

f. Service Level Methodology

PaintCare consultants conducted GIS analysis to study the relationship between collection site service areas and the population of California. Service areas were defined as 15 mile driving distances from a collection site. Initially, all potential retail sites were plotted and service areas were established within the 15 mile radius of each site. County borders were not used because (a) service areas, especially in urban zones, ignore county lines [i.e., there are paint stores just over the county line and within 15 miles of a residence], and (b) population counts at the county level are not detailed enough to illustrate settlement patterns and urban population ranges within the county.

Thus, the GIS consultants created a population density map by combining data for Census Population Places and Census Block Groups. This combination resulted in a population distribution that covers the entire State and for a particular area (block) indicates the population range of that area (<10,000 persons, 10,000-20,000 persons, etc.). If a populated block was within the 15 mile radius of a potential collection site, it was assumed that everyone in that block would have access to the site. If 90% of a populated block was within 15 miles, then 90% of residents had access. In locations with duplicate or multiple sites serving blocks of 30,000 people, sites were removed until there was only one site for every 30,000 people. This resulted in 750 sites for California.

Appendix J provides (1) a more detailed and technical discussion of the GIS methodology and analysis, (2) as noted earlier, an approximate count for the distribution of sites when grouped by county, and (3) a site distribution map plotting the optimal 750 locations and showing their 15 miles driving radius. Note that although the addresses of real paint retail stores were used to run the model, since retail sites have not yet been contacted, the specific results shown on the map are for illustrative purposes only. The actual site locations will differ.

g. Implementation Timeline

PaintCare will work expeditiously to fulfill its service level goal for the number and distribution of collection sites, anticipating a full-scale Program within 18-24 months of the Program start date.

However, given the unique nature of the Program, there are factors that may impact the implementation timeline.

In particular, a lengthy time period may be required to complete municipal contracts. The contract will make the municipality a service provider to PaintCare, and the municipality may receive compensation for certain activities. This is a significant change of roles for municipal programs accustomed to paying for paint management services.

In addition, while the Program may capture many corporate-managed retail sites through blanket contracts, more than half of the 2500 paint retailers identified in the State are independent stores and will require individual contracts. This may take significant time to complete.

Before the start date of the Program, PaintCare will provide CalRecycle with a list of partnering collection sites. PaintCare will update the list on the first day of each month for any changes occurring 30 days prior to the last update. For example, any changes occurring in the month of April will be reflected in an update on June 1st, changes occurring in the month of May will be reflected in an update on July 1st.

h. Collection Site Requirements and Training

All collection sites must have a contract in place with PaintCare, collect all program products (latex and oil-based paints), be staffed during operating hours, store program products in a secure location, and follow all procedures described in the Collection Site Guidelines (See Appendix N: Municipal Contract Template. The guidelines were Appendix K in the original Plan.)

Exceptions. The Program is designed to make participation free of charge and as simple as possible for the user. To that end, the Program endeavors to partner with sites that can accept architectural paint free of charge from any California consumer – provided the participant is a California resident, business or institution. The participant does not need to be located in the same geographical area as the collection site.

However, in recognition of restrictions on publicly operated waste collection programs, some exceptions may be made. These include, but are not limited to, the following examples:

- HHW programs not permitted to accept CESQG waste will not be required to accept program products from non-residential participants;
- HHW and CESQG programs with funding tied to a specific service area (e.g., local tax or garbage rate-based funding source) will not be required to accept program products from participants outside of their service areas, and;
- CESQG programs already charging an administrative fee may continue this practice for CESQGs bringing program products to their site, subject to PaintCare approval. No other collection sites may charge consumers an administrative fee for the handling of program products.

Collection Volumes. Collection sites may voluntarily limit the amount of program products accepted from a customer at any one time. PaintCare will recommend a limit of 5 gallons per customer per visit, particularly for retail collection sites with limited storage space. However, the actual limits imposed will be at the discretion of individual collection sites.

Collection Site Containers. Collection sites will be equipped with one or more collection containers to temporarily store program products. Collection sites will be required to keep collection containers in a secure location that is not accessible outside of operating hours. For the purpose of operational efficiency, sites that can accommodate standard sized collection containers will be given preference as participants in the Program. Many municipal collection programs currently use single-use cardboard totes and 55-gallon drums for paint storage. Over time, the Program will phase in reusable plastic totes with integrated secondary containment.

Collection Site Guidelines. A comprehensive Collection Site Guideline manual will be distributed to all collection sites and updated from time to time. The manual will also be incorporated by reference into each Collection Site Contract.

Appendix N (Municipal Contract Template) contains the Collection Site Guidelines. This document is similar to the one used successfully in the Oregon PaintCare Program, with modifications to address California-specific rules, regulations and permits. At the time of Plan submittal, the Guidelines are in draft form. The draft document was provided to CalRecycle, the California Department of Toxic Substances Control (DTSC) and representatives of the Certified Unified Program Agencies (CUPA) for review and comment. PaintCare is awaiting these responses before the Guidelines is finalized.

Site Training and Site Visits. Before sites begin collecting program products, PaintCare staff will provide training based on the Collection Site Guidelines. Site visits will be conducted on a routine basis to ensure compliance with Program requirements.

i. Large Quantity Users

Collection Sites. Collection sites with capacity to manage large volumes of program product may be designated as “preferred sites” for commercial painters and other large quantity latex paint generators including government properties, universities and institutions. Before delivering large quantities of latex paint to a preferred site, users should check with the site in advance regarding their volume capacity. This information will be communicated to commercial painters and other large quantity latex paint generators.

Direct Pick-Up. Entities routinely generating large quantities of latex paint can overwhelm collection sites. PaintCare may service these generators by appointment or leave collection containers on-site for latex accumulation. Similar to other collection sites, these entities will contract with PaintCare, be provided with appropriate collection containers, receive Collection Site Guidelines training, and have their postconsumer architectural latex paint transported and processed by the Program.

7. Sales & Collection Volumes

a. Statutory Requirement

The Law states:

48703(d) The plan shall include goals established by the manufacturer or stewardship organization to reduce the generation of postconsumer paint, to promote the reuse of postconsumer paint, and for the proper end-of-life management of postconsumer paint, including recovery and recycling of postconsumer paint, as practical, based on current household hazardous waste program information. The goals may be revised by the manufacturer or stewardship organization based on the information collected for the annual report.

b. Section Overview

This section discusses:

- Architectural paint sales in the United States and California
- Studies and data from Oregon and British Columbia regarding available collection volumes of unwanted (postconsumer) architectural paint
- California baseline collection data and its flaws
- Estimated future collection volumes under the PaintCare Program

c. Architectural Paint Sales

Sales of paint in California are not separately tracked at this time. However, using the best available industry information, California is believed to account for 9% of annual nationwide sales of architectural paint. U.S. Census Bureau statistics show that 652 million gallons of architectural paint were sold in the United States in 2010. California's portion (9%) represents 59 million gallons.

Sales of architectural paint vary from year to year with general economic activity, most notably from home building and renovation activities. There are also regional and seasonal fluctuations in paint sales, though industry data suggests less seasonal fluctuation in California than in states experiencing more extreme climates.

While the volume of paint sold in California is based on industry estimates, the mix (relative percentage) of container by size is based on actual data from Oregon sales from July 2010 to December 2011. The application of container size to program revenue is discussed in Section 8 of this Plan.

Following implementation, the Program will have actual sales data from manufacturers participating in the PaintCare Program. If actual data differs significantly from estimates, projections of postconsumer paint collection and related costs will be revised.

d. Volume Available for Collection

Paint is designed to be fully consumed through application to walls, buildings and other surfaces. Although the amount of postconsumer paint received through collection programs is measurable, it is very difficult to determine the precise quantity of postconsumer paint that is unused and available for collection.

The lag time between the purchase of paint, the decision that the unused product is unwanted, and the additional time taken to return it to a collection site can vary greatly. Architectural paint products have a long shelf-life; consumers purchasing paint in one year may not decide that the unused portion is “unwanted” until years later.

PaintCare expects the improved collection infrastructure and heightened consumer awareness offered by the PaintCare Program to increase the return rate in California.

Studies on Leftover Paint Quantity

PaintCare evaluated the following data and studies to project the total amount of postconsumer paint available for collection and the percentage of that amount to be received by collection sites:

1. California statewide HHW collection data provided by CalRecycle (Form 303 data)
2. Data from Canadian paint collection programs and the Oregon PaintCare Program
3. “A Background Report for the National Dialogue on Paint Product Stewardship” prepared by Greiner Environmental Inc. and the Product Stewardship Institute for the Product Stewardship Institute (PSI)
4. Documents prepared for the Paint Product Stewardship Initiative (PPSI), including “Quantifying the Disposal of Post-Consumer Architectural Coatings” conducted by Abt Associates Inc. for the U.S. Environmental Protection Agency (EPA)
5. “Paint Product Stewardship Initiative Infrastructure Report” prepared by SCS Engineers for the Washington State Department of Ecology
6. “Consumer Architectural Coatings Disposal Study” conducted by NFO Research Inc. for the National Paint and Coatings Association (ACA’s former name)

The above studies can found on the paint project page of the Product Stewardship Institute’s website: www.productstewardship.us.

In the Background Report (#3 above), PSI estimated that 2.5% to 5.5% of paint sold remains as leftover paint. EPA’s Study (#4 above) estimated that 6% to 16% of paint sold remains as leftover paint.

The Infrastructure Report (#5 above) considered scenarios of 5%, 10%, and 15% of paint sales resulting in leftover paint, consistent with both the PSI and EPA studies. The Report stated that “even with high levels of promotion, few paint collection programs are likely to capture more than 75 percent of the leftover paint in a region.”

The NFO Study (#6 above) found that among all returning households (749 out of 1,000 surveyed), the average amount of leftover paint per household was 0.375 gallons.

Consistent with the NFO Study (#6 above), the Infrastructure Report (#5 above) found that using these scenarios, the quantity of paint expected to be collected per household would be in the range of 0.15 to 0.60 gallons (low and extra high), with 0.30 and 0.45 gallons being the middle ranges. These values corresponded with data from existing HHW programs, with newer programs operating in the low ranges and more mature programs operating in the middle ranges.

e. California Baseline Collection Volume

The relative split between latex and oil-based paint collected is expected to resemble that of the Oregon PaintCare Program (75% latex, 25% oil-based) and the paint collection program in British Columbia (67% latex, 33% oil-based).

Table 7A shows the volumes of paint collected by California HHW programs for two recent years as reported to CalRecycle on Form 303.

Table 7A. Form 303 Reported Paint Volumes

<i>Reporting Period</i>	<i>HHW Paint</i>	<i>Latex Paint</i>	<i>Oil-Based Paint</i>
July 1, 2009 – June 30, 2010	2.66 million gallons	58%	42%
July 1, 2010 – June 30, 2011	2.64 million gallons	60%	40%

Before discussing anticipated increases in collection resulting from the PaintCare Program, the accuracy of the Form 303 baseline data must be addressed. After extensive discussion with HHW programs and current California hazardous waste service providers, the actual amount of oil-based paint collected in the two reporting years above (and previous years) is likely to be less than the amount reported to CalRecycle. This is because a significant portion of HHW programs include petroleum based solvents, cleaners, automotive products and other non-program products in the category for oil-based paint on the Form 303.

Discussion with HHW programs revealed additional factors affecting the quality of the Form 303 data, including:

- Some programs report gross weight of paint products (collection containers included), while others report net weight (product only);
- Some programs use the conversion factor recommended on the Form 303 (10 pounds/gallon), while others use their own conversion factors; and
- Some programs report actual product weight/volume, while others report an average derived over time based on the size of the collection containers used at their site (e.g., 55-gallon drum).

To be conservative, the data provided by CalRecycle is used for budgeting and collection projections. However, since the data likely overstates the amount of oil-based paint currently collected by California HHW programs, the data from the first year of the California PaintCare Program will serve as a baseline from which to plan for future volumes and costs.

f. Estimating Future Collection Volumes

PaintCare considered CalRecycle’s baseline collection data, as well as the studies and data discussed previously, to estimate the amount of program product available for collection in California. The following assumptions were used:

- Sales volume will remain the same for three years
- 10% of architectural paint goes unused
- 70% of unused paint is available for collection
- In Year 1, PaintCare will experience a 3% collection volume increase over baseline
- In Year 2, PaintCare will experience a 20% collection volume increase over Year 1 (from recruitment of new retail collection sites)
- In Year 3, PaintCare will experience a 25% collection volume increase over Year 2, reaching the target collection rate of 70% of unused paint

Table 7B illustrates the results of these assumptions. The data in Table 7B is provided for informational purposes only. As discussed above, the current baseline data is flawed and problematic to use.

There are additional factors that make setting goals for collection volumes not meaningful. They include the following:

- Collection rate (the percentage of available unused paint that is collected) is determined by dividing the volume of paint collected by the volume assumed to be available (believed to be 10% of volume sold). As noted previously, the time at which a consumer decides his/her unused paint is “unwanted” can vary greatly. As a result, paint brought to a collection may have been purchased very recently or purchased many years ago. Meanwhile, the amount available for collection (10% of sales) is derived from a current and fixed value (e.g., 2010 sales). As a result, the variables used to calculate collection rate are poorly correlated.
- A wide swing in sales due to positive or negative economic conditions can change the collection rate even if there is no actual change in collection volumes. Negative economic conditions can lead to lower paint sales. This will translate into a smaller denominator in the collection rate calculation, which results in a higher collection rate, even if real collection volumes did not increase. Likewise, positive economic condition can artificially decrease the collection rate.
- The most important factor not considered when setting collection rate goals is the impact of source reduction on the volume available for collection. “Buy Right” is a key component of the PaintCare Program and source reduction is a key goal of the Paint Stewardship Law. The more successful PaintCare is at teaching consumers to purchase the correct amount and/or to use up what they have leftover, the less postconsumer architectural paint will be available for collection. This is the most desirable outcome of the Program, but cannot be recognized if success is determined by increasing collection volumes.

Given these factors, along with the flaws in the baseline data discussed above, PaintCare is not setting volume based collection goals, but rather, as described in Section 6 (Collection Infrastructure

and Goals) of this Plan, goals are set for the number and distribution of collection sites (i.e. consumer convenience).

However, for illustrative purposes, PaintCare will track the data points shown in Table 7B and report the results in its Annual Report.

Table 7B. Baseline and Projected Collection Rates

	<i>Baseline</i>	<i>Program Year 1</i>	<i>Program Year 2</i>	<i>Program Year 3</i>
Volume sold (gallons)	59,000,000	59,000,000	59,000,000	59,000,000
Leftover, if 10% (gallons)	5,900,000	5,900,000	5,900,000	5,900,000
Volume collected (gallons)	2,640,000	2,720,000	3,270,000	4,080,000
Collection rate (percent of leftover collected)	45%	46%	55%	69%
Gallons collected per household ¹	0.21	0.22	0.26	0.33

¹Based on 12.4 million households in California in 2010. Source: U.S. Census Bureau

8. Budget & Assessment Rate

a. Statutory Requirement

The Law states:

48703(a) On or before April 1, 2012, a manufacturer or designated stewardship organization shall submit an architectural paint stewardship plan to the department.

(b)(1) The plan shall demonstrate sufficient funding for the architectural paint stewardship program as described in the plan, including a funding mechanism for securing and dispersing funds to cover administrative, operational, and capital costs, including the assessment of charges on architectural paint sold by manufacturers in this state.

(2) The funding mechanism shall provide for an architectural paint stewardship assessment for each container of architectural paint sold by manufacturers in this state and the assessment shall be remitted to the stewardship organization, if applicable.

(3) The architectural paint stewardship assessment shall be added to the cost of all architectural paint sold to California retailers and distributors, and each California retailer or distributor shall add the assessment to the purchase price of all architectural paint sold in the state.

(4) The architectural paint stewardship assessment shall be approved by the department as part of the plan, and shall be sufficient to recover, but not exceed, the cost of the architectural paint stewardship program. The plan shall require that any surplus funds be put back into the program to reduce the costs of the program, including the assessment amount.

b. Section Overview

This section discusses:

- PaintCare’s funding mechanism
- Application of the assessment fees to manufacturers, distributors, retailers and consumers
- Projected cost of the California PaintCare Program
- PaintCare Recovery Fee

c. Introduction

Key to the success of the California Paint Stewardship Program is the development of a sustainable funding mechanism. Architectural paint manufacturers – directly or through a stewardship organization – must establish a funding system to cover the full cost of implementing the Paint Stewardship Program. Both program and oversight (CalRecycle) costs must be covered. The system works by placing an assessment fee on containers of architectural paint sold in California beginning on the Program start date. The fee must be set at a rate to cover, but not exceed, the cost of implementing the Stewardship Program.

As a representative stewardship organization, PaintCare will implement and direct all aspects of the California Paint Stewardship Program for participating manufacturers. Funding for Program implementation will come directly from registered manufacturers (see Section 5) to PaintCare in the form of the PaintCare Recovery Fee (more generally referred to as the assessment fee).

Funding Mechanism

1. Manufacturers add the PaintCare Recovery Fee (assessment fee) to cans of architectural paint sold in California via distributors and retailers.
2. Retailers (or distributors first), in turn, pass the PaintCare Recovery Fee to consumers by adding it to cans of architectural paint they sell in California.
3. When consumers buy architectural paint, the PaintCare Recovery Fee is included in the purchase price, and retailers and distributors are then reimbursed for the PaintCare Recovery Fee they paid when purchasing architectural paint from manufacturers.
4. Within a designated timeframe (e.g., monthly, quarterly, etc.), manufacturers remit to PaintCare the PaintCare Recovery Fee for cans of architectural paint they sold in California in the preceding reporting period. Manufacturers have already been reimbursed for the PaintCare Recovery Fee because it was included in the price of their architectural paint when sold to distributors and retailers.

d. Program Budget

The Program has developed a budget based on the assumptions covered in Section 7 (Sales and Collection Volumes) of this Plan, and established an assessment fee structure that sustains the Program. PaintCare’s budget is summarized below:

PaintCare Budget	Year 1 ¹	Year 2
	Inception ² - June 30, 2013	July 1, 2013 - June 30, 2014
<i>Revenue:</i>		
<i>Containers greater than 1/2 pint to 1 quart</i>	\$ 1,724,688	\$ 2,395,400
<i>Containers greater than 1 quart to 1 gallon</i>	14,113,980	19,602,750
<i>Containers greater than 1 gallon to 5 gallon</i>	7,177,421	9,968,640
Total revenue:	23,016,089	31,966,790
<i>Operational costs:</i>		
<i>Processing³</i>	9,717,725	14,838,453
<i>Transportation³</i>	1,865,904	4,157,766
<i>Communications</i>	3,500,000	3,500,000
<i>Reusable totes</i>	1,150,000	600,000
<i>Legal fees</i>	875,000	100,000
<i>CalRecycle administrative fee</i>	600,000	375,000
<i>Program support</i>	1,747,383	1,496,150
<i>Total operational costs:</i>	19,456,012	25,067,369
<i>Capital costs:</i>	-	-
<i>Administrative costs:</i>	1,450,745	1,546,230
Total program costs:	20,906,757	26,613,599
Program surplus/(deficit):	\$ 2,109,332	\$ 5,353,191

- 1 Anticipated Program start date is October 1, 2012. As a result, Year 1 includes only 10 months of revenue and operating expenses.
- 2 PaintCare and CalRecycle have incurred, and will continue to incur, pre-program “start-up” costs until the Program launches. These costs are included in Year 1, thus the use of the term “inception” as the starting timeframe.
- 3 Transportation and processing cost were mistakenly transposed in the original Program Plan approved by CalRecycle in 2012. This was corrected August 2015.

e. Budget Discussion

Revenue

- As discussed in Section 7 of this Plan, the volume of paint sold in California is based on industry estimates, while the mix of containers by size sold is based on actual sales data from the Oregon PaintCare Program.

Start-Up Costs

- With the exception of transportation and processing, all other cost categories in Year 1 include pre-program start-up costs.

Operational Costs

- PaintCare estimates that increased outreach efforts of the Program will result in a 3% collection volume increase in the first year of operation. Once retail collection is phased in, PaintCare anticipates collection volume increases of approximately 20% in the second year of operation.
- In combination, transportation and processing costs are the most significant expense to the Program. Transportation costs include per-tote transportation and/or minimum stop charges. Processing costs are assessed by the pound.

Two factors contribute to the large increase from Year 1 to Year 2 in transportation and processing costs: (1) As footnote 2 of the Program Budget explains, California operations are anticipated to commence on October 1, 2012. The PaintCare fiscal year ends on June 30. Consequently, the budget presented for operations through the end of Year 1 includes only 9 months of transportation and processing costs. (2) Year 2 includes the addition of retail collection. Retail collection presents higher transportation costs due to the greater frequency of pickups with smaller volumes.

- Communications expenses include advertising and promotional materials to increase Program visibility through education and outreach. 16% of the budget is dedicated to Communications in Year 1, 13% is dedicated in Year 2.
- Reusable totes that can be cycled back through the Program for years are preferred over single-use cardboard containers because they are more environmentally beneficial and cost less in the long run. There is a large upfront cost associated with purchasing these totes – an option PaintCare is considering – budgeted in Year 1 of the Program.
- Legal fees include developing and negotiating contracts for municipalities, retailers, hazardous waste service providers and other Program partners.
- CalRecycle's oversight costs (Administrative Fee) are estimated at \$600,000 through Year 1, and \$375,000 in Year 2. Appendix L contains CalRecycle's letter to PaintCare explaining their costs.
- Program support expenses include staffing, travel, consulting, other.

Capital Costs

- There are no capital costs as PaintCare will not invest in any property for the California Program.

Administrative Costs

- Administrative costs are shared by all PaintCare Programs. The California Program’s allocation is approximately \$1.5 million per year. Administrative expenses are costs that do not directly benefit the California program, but rather are *indirectly* beneficial to the California program. PaintCare incurs costs that benefit the organization as a whole, and each state program bears a proportionate share of those costs. Elements of the administrative costs include corporate staffing, database construction, auditing fees, legal fees, development of the site locator tool and general communications. California’s share of the administrative expenses (also called indirect costs) is less than 10% of the California budget.

Program Surplus/Deficit

- PaintCare has adopted a policy to maintain reserves in each state program equivalent to between two and three months of operating expenses, with a target of three months, or 25% of the annual expenses. Because the California program is new, PaintCare anticipates that collection volumes will increase from year to year (as demonstrated in Table 7B (Baseline and Projected Collection Rates)). PaintCare anticipates reaching a program maturity with consistent collection levels by the end of year four of the program. Consequently, PaintCare’s goal is to have an assessment fee that allows the California Program to cover the costs of a mature program while maintaining a 3-month reserve. The assessment fee will be evaluated at the end of the first three-year period of the Program. The following factors will be used to determine the appropriateness of the assessment fee:
 1. Balance of net assets of the California program at the end of year 3;
 2. Volume collected over years 1 through 3;
 3. Collection rates for years 1 through 3 (expressed as a percentage of leftover paint collected).

f. PaintCare Recovery Fee (Assessment Fee)

The assessment fees are as follows:

<i>Container Size</i>	<i>Fee</i>
½ pint or less	\$ 0.00
Greater than ½ pint to 1 quart	\$ 0.35
Greater than 1 quart to 1 gallon	\$ 0.75
Greater than 1 gallon to 5 gallon	\$ 1.60

9. Education & Outreach Goals

a. Statutory Requirement

The Law states:

The Law states:

48703(d) The plan shall include goals established by the manufacturer or stewardship organization to reduce the generation of postconsumer paint, to promote the reuse of postconsumer paint, and for the proper end-of-life management of postconsumer paint, including recovery and recycling of postconsumer paint, as practical, based on current household hazardous waste program information. The goals may be revised by the manufacturer or stewardship organization based on the information collected for the annual report.

and further states:

48703(e) The plan shall include consumer, contractor, and retailer education and outreach efforts to promote the source reduction and recycling of architectural paint. This information may include, but is not limited to, developing, and updating as necessary, educational and other outreach materials aimed at retailers of architectural paint. These materials shall be made available to the retailers. These materials may include, but are not limited to, one or more of the following:

(1) Signage that is prominently displayed and easily visible to the consumer.

(2) Written materials and templates of materials for reproduction by retailers to be provided to the consumer at the time of purchase or delivery, or both. Written materials shall include information on the prohibition of improper disposal of architectural paint.

(3) Advertising or other promotional materials, or both, that include references to architectural paint recycling opportunities.

b. Section Overview

This section discusses:

- How outreach will be used to meet the goals to reduce the generation and promote the reuse of postconsumer paint
- Outreach methods, messaging and target audience
- Lessons learned from the Oregon PaintCare Program

c. Introduction

PaintCare is committed to providing robust and successful education and outreach for the California Paint Stewardship Program, allocating substantial funding to it. Education and outreach will utilize a variety of communication tools, including:

- Earned media;
- Traditional media (e.g., radio, newspaper);
- Online and social media (e.g., PaintCare website, YouTube videos, Google AdWords); and
- Direct, face-to-face communications (e.g., retail site visits, trade shows, presentations).
- Communications will be conducted in Spanish when appropriate and cost effective.

Examples of materials used in the Oregon PaintCare Program are included at the end of this section.

d. Messaging

Reduce, Reuse, Recycle. PaintCare knows that these messages have been used by many organizations and governments for more than 20 years, with various levels of success, to reduce the amount of postconsumer paint and/or to teach consumers how and where to recycle their unwanted paint. This type of messaging – and more – will be necessary to have a successful Paint Stewardship Program in California. PaintCare intends to promote the concept behind the “3Rs,” however, instead of “reduce, reuse, recycle,” the PaintCare campaign will use more instructive and paint-specific messaging such as “Buy Right, Use It Up, Recycle the Rest.”

Beyond these three messages, one more is required by the Law: the prohibition on improper disposal. This element emphasizes that paint should not be disposed of down drains, in the trash, or in other environmentally harmful ways.

A final component of the campaign is to build awareness of the PaintCare Program. Key messages include:

- What PaintCare is and why it exists
- Why the Law was passed (e.g. product stewardship, cost savings to municipalities)
- PaintCare Recovery Fee – the purpose and amounts
- Which products are accepted in the Program and which products are not

e. Target Audience

PaintCare’s outreach and education plan will focus appropriate messages to each of the following audiences:

- Householders (residents)
- Businesses (professional painters, contractors, property managers, etc.)
- Paint retailers

Messaging will be customized to each audience. The following examples illustrate how the Program may adjust the emphasis of messages in outreach materials:

- **Householders.** Emphasize “Buy Right” because they do not buy paint often and may not know how to calculate the quantity of paint needed for a given project. Emphasize “Use It Up” to minimize the amount of paint that becomes waste.

- **Painting Contractors.** Deemphasize “Buy Right” because they buy paint so often that they know how much to buy. Emphasize no-cost “Recycle the Rest” opportunities since these may not have existed in the past for the business audience.
- **Retailers.** Emphasize “Understanding PaintCare” so they can properly explain the Program to their customers.

While the primary objective is postconsumer paint reduction and recycling, another key component of education and outreach involves informing and assisting paint manufacturers, distributors and retailers with PaintCare Recovery Fee compliance. In general, this element of the Program will not be visible to the public, but it is critical to the success of the Program. Examples of communication materials used for this purpose will be available on PaintCare’s website under the “Industry” section.

f. Written Materials

PaintCare will develop the following written materials for use by paint retailers, collection sites and/or the general public:

- **Window Poster:** To promote the site as a collection location
- **Signage:** Geared at creating general awareness of the Paint Stewardship Program and how to obtain more information, including finding a collection site
- **Counter Cards, Flyers and/or Brochures:** Designed to promote the “Buy Right, Use It Up, Recycle” concept, address the prohibition on improper disposal, and explain PaintCare and the PaintCare Recovery Fee
- **Flyers/Fact Sheets:** PaintCare will write and design a series of informative flyers and fact sheets and post them on its website for the general public and for municipalities to use when developing their own public outreach materials related to paint and PaintCare

PaintCare will provide printed materials to all paint retailers and collection sites prior to Program launch. Electronic, downloadable versions of all materials will also be available from PaintCare’s website.

g. Lessons Learned from the Oregon Pilot

The pilot Oregon PaintCare Program has been operating for more than 20 months. The California Program will benefit from lessons learned – programmatically and financially – from the Oregon Program experience. Two key lessons are discussed below.

Stakeholders Meeting with Retailers

Although PaintCare is required to make outreach materials available to retailers, displaying and distributing PaintCare’s materials is voluntary on the part of retailers.

Experience in Oregon demonstrated that it is difficult to get retailers to make space for promotional and written materials about the PaintCare Program, despite offering and delivering these materials free of charge. Therefore, PaintCare is working closely with retail stakeholders to learn what would make them more willing or interested in utilizing PaintCare’s materials and promoting the benefits of the California Paint Stewardship Program.

PaintCare has scheduled a Paint Retail Stakeholders Meeting to be held June 2012 in San Francisco. Retail representatives from independent, chain, big box, and dedicated paint, hardware and home improvement stores will all be invited. At this meeting, PaintCare will introduce point of purchase (POP) materials (posters, rack cards, etc.), and feedback will be solicited about messaging, design, size, adaptability, co-branding and other elements that may factor into a retailers willingness (or ability) to use these materials.

Site Locator Tool

PaintCare currently contracts with Earth911® (“Earth911”) to use its site locator tool on the PaintCare website. Earth911’s website and search tool offer a wealth of information and rich database of recycling information for dozens, if not hundreds, of consumer products. However, given the comprehensive nature of the site and search tool, there are limitations to tailoring the user experience around a single category, such as paint.

PaintCare is committed to providing accurate, up-to-date information regarding paint recycling and has taken on the enormous task of developing its own nationwide database of paint collection sites. PaintCare anticipates a 10-12 month research period to gather paint collection site information nationwide. The research began in late 2011 and approximately 30% of states have been completed. Once finalized, PaintCare’s tool will provide a unique, paint-specific, easy-to-use search tool for locating the nearest place available to take leftover paint for reuse, recycling or proper disposal.

h. Working with Local Government

Paintcare will solicit comments and suggestions on outreach materials from local government HHW programs and other stakeholders through Household Hazardous Waste Information Exchange meetings, the PaintCare listserv, or individually when it would be mutually beneficial. PaintCare will also make its educational materials (e.g., artwork, image library, advertisements, electronic files) available to partners to modify and/or use in their own materials.



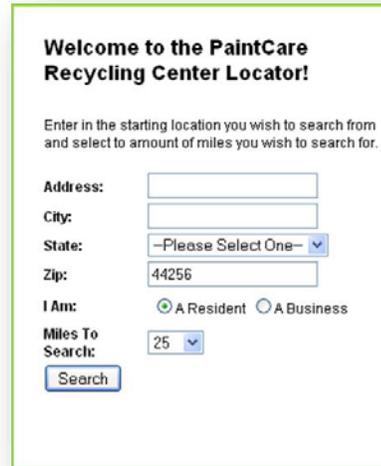
Window sign for collection sites in Oregon



Newspaper ad from Eugene, OR



Retail poster for estimating paint purchases



User interface for PaintCare site locator tool (currently under development)

10. Waste Management

a. Statutory Requirement

The law states:

48702(a) A manufacturer of architectural paint sold in this state shall, individually or through a stewardship organization, submit an architectural paint stewardship plan to the department to develop and implement a recovery program to reduce the generation of postconsumer architectural paint, promote the reuse of postconsumer architectural paint, and manage the end-of-life of postconsumer architectural paint, in an environmentally sound fashion, including collection, transportation, processing, and disposal.

b. Section Overview

This section discusses:

- Collection containers used for storing program products at collection sites
- Transportation of program products from collection sites to interim and final destinations
- Processing and disposal of program products, including recycling, fuel-recovery and proper disposal

c. Collection Containers

Initially, the Program will utilize 55-gallon metal drums or single-use cardboard boxes lined with plastic and placed on wood pallets. When feasible, PaintCare will phase in a reusable tote system to minimize cost and cardboard box disposal. The reusable totes will cycle through the transportation network and be returned to PaintCare collection points.



Transportation of Reusable Collection Totes



Collection Totes at an Oregon Retail Collection Site

d. Transportation

An effective transportation system is required to ensure that the collection system operates efficiently. PaintCare will contract for transportation of all program products. Haulers may be public or private entities, and must meet all applicable State and Federal DOT rules and regulations.

Haulers will service collection sites on either an on-call basis (sites call for pick-up when their storage capacity is 50% full), or on a set schedule – whichever method fits best for the individual collection sites.

Haulers will drop-off empty collection containers and program supplies (e.g., spill kits) and pick-up full collection containers from participating collection sites.

Haulers must track program products from the collection sites to their final destination. Haulers, subsequent processors, and their records, will be subject to audits by PaintCare.

e. Processing, Recycling and Disposal

Either directly, or through transportation haulers, PaintCare will contract for processing and proper end-of-life management of all program products. The following summarizes management options PaintCare intends to use for program products, subject to availability and economic feasibility, prioritized by highest, best use:

Latex Paint

- Paint exchange / reuse
- Reprocessed back into paint or into another product
- Beneficial use
- Appropriate disposal

Oil-Based Paint

- Paint exchange / reuse
- Energy recovery through fuel blending or fuel incineration

Paint Containers

- Recycling
- Appropriate disposal

Incidental Non-Program Products

- Varies according to material type – managed according to local, state and federal regulations

f. Latex Paint Management

The condition in which postconsumer latex paint is received by the Program may limit the available management options. If containers are not properly sealed during storage, latex paint can harden due to evaporation and may no longer be useable or recyclable. If latex paint is frozen a number of times, it may not be suitable for reuse or recycling. Ultimately, the method of storage and the timing of the decision to recycle/dispose of the paint are determined by the consumer. The Program’s education and outreach component will include paint storage and handling information for consumers, and encourage the return of unwanted postconsumer paint in an effort to reduce the age and improve the condition of collected paint.

Appendix M lists non-municipal latex paint processors currently servicing California. PaintCare may utilize these and other processors for the California Program.

Each of these processors employs at least two of the following downstream options for latex paint management.

- **Reuse.** The program will implement and support latex paint reuse where possible. Local paint reuse (“Paint Exchange”) programs can return excellent quality paint to the local community without moving the paint through a complicated network of transporters and processors. This is also an important opportunity to reduce the environmental impacts of the Program. As with other second hand products, users of Paint Exchange programs will be notified that the suitability of the product cannot be guaranteed, and they will be required to sign a waiver form before taking paint away for reuse. Downstream outlets for paint may be local, domestic or international and include full or nearly full cans of paint in good to excellent condition.
- **Recycling Paint to Paint.** Latex paint may be used for recycled-content paint. Once reprocessed, recycled-content paint is sold through domestic and international markets. The quality of the paint varies from high quality color-segregated and filtered paint, to low grade, gray paint, most commonly used for graffiti abatement.
- **Recycling Paint to Alternative Products.** Latex paint may be used as a raw material for other products such as primers and landscaping material.
- **Beneficial Use.** Latex paint may go to beneficial use – as permissible by state and local authority – including use in alternative daily cover (ADC), road base, fuel substitute, and landfill biodegradation.¹
- **Appropriate Disposal.** Latex paint may be solidified for proper disposal. In this process, liquid paint is combined with drying agents and turned to a solid suitable for landfill. The

¹ *Biodegradation: Landfills located in climates without sufficient precipitation can remain biologically stagnant. The Columbia Ridge Landfill in Oregon is currently testing biodegradation technology, where liquids, including latex paint, are added to landfill cells to encourage biological activity. There are no landfills in California that currently use this technology, but it is a valid beneficial use of latex paint.*

resulting material must be sent to a fully permitted Class I landfill. Solidification represents the least desirable management method for postconsumer latex paint.

Municipal Service Providers. PaintCare may contract with a number of municipal programs currently recycling latex paint. Similar to commercial paint recyclers, these municipalities evaluate paint for quality, color separate, and manufacture a finished recycled-content latex paint. The resulting products vary in color and quality with some only suitable for graffiti cover while others will be comparable to new paint. The largest of these programs are in Mendocino, Orange, San Francisco, Santa Cruz and Sonoma Counties. Finished product is either given away or sold.

g. Oil-Based Paint Management

PaintCare collection sites will either loosepack oil-based paint into drums or totes, or bulk into 55-gallon drums. While it is possible to recycle oil-based paint back into paint, no processor offers this option at this time. Under the system, with the exception of reuse through Paint Exchange programs, all oil-based paint will be managed by fuel blending or fuel incineration.

- **Fuel Blending.** A number of cement kilns in the Midwestern United States are permitted to use industrial by-products as an alternative fuel source. Cement kilns not burning industrial by-products purchase natural gas, coal, wood or other fuel sources to provide the BTUs (British Thermal Units) required in the production of cement. These kilns are fully permitted for hazardous waste management and monitor air emissions and kiln ash for permit compliance.
- **Fuel Incineration.** Permitted hazardous waste incinerators commonly use oil-based paint, flammable liquids and other industrial by-products as a substitute fuel source because it is less expensive than natural gas. Oil-based paint has a petroleum distillate base which provides the necessary BTUs to aid in thermal destruction of other hazardous waste and validates its use in this capacity. These kilns are fully permitted for hazardous waste management and monitor air emissions and kiln ash for permit compliance.

h. Empty Paint Containers

Once empty, metal and plastic paint containers will be recycled whenever possible. PaintCare will work with its service providers to identify and utilize opportunities as markets permit.

11. Annual Report & Financial Audit

a. Statutory Requirement

The law states:

48705(a) On or before September 1, 2013, and each year thereafter, a manufacturer of architectural paint sold in this state shall, individually or through a representative stewardship organization, submit a report to the department describing its architectural paint recovery efforts. At a minimum, the report shall include all of the following:

- (1) The total volume of architectural paint sold in this state during the preceding fiscal year.*
- (2) The total volume of postconsumer architectural paint recovered in this state during the preceding fiscal year.*
- (3) A description of methods used to collect, transport, and process postconsumer architectural paint in this state.*
- (4) The total cost of implementing the architectural paint stewardship program.*
- (5) An evaluation of how the architectural paint stewardship program's funding mechanism operated.*
- (6) An independent financial audit funded from the paint stewardship assessment.*
- (7) Examples of educational materials that were provided to consumers the first year and any changes to those materials in subsequent years.*

b. Section Overview

This section discusses:

- Content of the required Annual Report
- Content and process for the required annual Financial Audit

c. Annual Report

PaintCare will submit the first Annual Report for the California Paint Stewardship Program on or before September 1, 2013. The Report will cover the Program from the start date (anticipated to be September 1, 2012) through June 30, 2013; the first Annual Report will not include a full year (12 months) of Program operations.

The Annual Report will include, at a minimum:

1. Data and discussion on the quantity of architectural paint sold in California, broken down by the container size categories used for the assessment fees;
2. Data and discussion on the quantity of postconsumer architectural paint managed by the PaintCare Program through reuse, recycling and proper disposal;
3. Description of how postconsumer architectural paint was collected, transported and processed, including volume and disposition by type (latex or oil-based) of architectural paint;
4. The cost of Program implementation, broken down by operations, capital and administrative costs;
5. Evaluation of how PaintCare’s funding mechanism operated;
6. An independent financial audit of the PaintCare Program; and
7. Examples and discussion of education and outreach efforts and materials used in year 1 and planned for year 2 of the Program.

d. Financial Audit

PaintCare undergoes an annual, independent financial audit of the organization as a whole. The independent audit is conducted in accordance with auditing standards generally accepted in the United States of America. Those standards require that the auditing firm plan and perform the audit to obtain reasonable assurance that financial statements are free of material misstatement. The audit also includes examination, on a test basis, of evidence supporting the amounts and disclosures in the financial statements; evaluation of the accounting principles used and any significant estimates made by management; and appraisal of the overall financial statement presentation.

Appendix A. Public Resources Code Section 48700 – 48706

48700. The purpose of the architectural paint recovery program established pursuant to this chapter is to require paint manufacturers to develop and implement a program to collect, transport, and process postconsumer paint to reduce the costs and environmental impacts of the disposal of postconsumer paint in this state.

48701. For purposes of this chapter, the following terms have the following meanings:

(a) "Architectural paint" means interior and exterior architectural coatings, sold in containers of five gallons or less for commercial or homeowner use, but does not include aerosol spray paint or coatings purchased for industrial or original equipment manufacturer use.

(b) "Consumer" means a purchaser or owner of architectural paint, including a person, business, corporation, limited partnership, nonprofit organization, or governmental entity.

(c) "Department" means the Department of Resources Recycling and Recovery.

(d) "Distributor" means a person that has a contractual relationship with one or more manufacturers to market and sell architectural paint to retailers.

(e) "Manufacturer" means a manufacturer of architectural paint.

(f) "Postconsumer paint" means architectural paint not used by the purchaser.

(g) "Retailer" means a person that sells architectural paint in the state to a consumer. A sale includes, but is not limited to, transactions conducted through sales outlets, catalogs, or the Internet or any other similar electronic means.

(h) "Stewardship organization" means a nonprofit organization created by the manufacturers to implement the architectural paint stewardship program described in Section 48703.

48702. (a) A manufacturer of architectural paint sold in this state shall, individually or through a stewardship organization, submit an architectural paint stewardship plan to the department to develop and implement a recovery program to reduce the generation of postconsumer architectural paint, promote the reuse of postconsumer architectural paint, and manage the end-of-life of postconsumer architectural paint, in an environmentally sound fashion, including collection, transportation, processing, and disposal.

(b) (1) A manufacturer or retailer shall not sell or offer for sale in this state architectural paint to any person in this state unless the manufacturer is in compliance with this chapter.

(2) The sales prohibition in paragraph (1) shall be effective on the 120th day after the notice described in subdivision (c) is posted on the department's Internet Web site, and shall apply to any manufacturer that is not listed on the department's Internet Web site, and shall remain in effect until the manufacturer is listed on the department's Internet Web site or can demonstrate compliance as described in paragraph (2) of subdivision (c).

(c) (1) On July 1, 2012, or upon the date the first plan is approved, whichever date is earlier, the department shall post on its Internet Web site a list of manufacturers for which the department has approved a plan pursuant to subdivision (a) of Section 48704. The department shall update this posting no less than once every six months thereafter. On and after April 1, 2013, the department shall post a notice on its Internet Web site listing manufacturers that are in compliance with this chapter pursuant to subdivision (b) of Section 48705 and shall update this posting no less than once every six months.

(2) A manufacturer that is not listed on the department's Internet Web site pursuant to this section, but demonstrates to the satisfaction of the department that it is in compliance with this chapter before the next notice is required to be posted pursuant to this section, may request a certification letter from the department stating that the manufacturer is in compliance. The manufacturer who receives that letter shall be deemed to be in compliance with this chapter.

(d) A wholesaler or a retailer that distributes or sells architectural paint shall monitor the department's Internet Web site to determine if the sale of a manufacturer's architectural paint is in compliance with this chapter.

48703. (a) On or before April 1, 2012, a manufacturer or designated stewardship organization shall submit an architectural paint stewardship plan to the department.

(b) (1) The plan shall demonstrate sufficient funding for the architectural paint stewardship program as described in the plan, including a funding mechanism for securing and dispersing funds to cover administrative, operational, and capital costs, including the assessment of charges on architectural paint sold by manufacturers in this state.

(2) The funding mechanism shall provide for an architectural paint stewardship assessment for each container of architectural paint sold by manufacturers in this state and the assessment shall be remitted to the stewardship organization, if applicable.

(3) The architectural paint stewardship assessment shall be added to the cost of all architectural paint sold to California retailers and distributors, and each California retailer or distributor shall add the assessment to the purchase price of all architectural paint sold in the state.

(4) The architectural paint stewardship assessment shall be approved by the department as part of the plan, and shall be sufficient to recover, but not exceed, the cost of the architectural paint stewardship program. The plan shall require that any surplus funds be put back into the program to reduce the costs of the program, including the assessment amount.

(c) The plan shall address the coordination of the architectural paint stewardship program with existing local household hazardous waste collection programs as much as this is reasonably feasible and is mutually agreeable between those programs.

(d) The plan shall include goals established by the manufacturer or stewardship organization to reduce the generation of postconsumer paint, to promote the reuse of postconsumer paint, and for the proper end-of-life management of postconsumer paint, including recovery and recycling of postconsumer paint, as practical, based on current household hazardous waste program information. The goals may be revised by the manufacturer or stewardship organization based on the information collected for the annual report.

(e) The plan shall include consumer, contractor, and retailer education and outreach efforts to promote the source reduction and recycling of architectural paint. This information may include, but is not limited to, developing, and updating as necessary, educational and other outreach materials aimed at retailers of architectural paint. These materials shall be made available to the retailers. These materials may include, but are not limited to, one or more of the following:

(1) Signage that is prominently displayed and easily visible to the consumer.

(2) Written materials and templates of materials for reproduction by retailers to be provided to the consumer at the time of purchase or delivery, or both. Written materials shall include information on the prohibition of improper disposal of architectural paint.

(3) Advertising or other promotional materials, or both, that include references to architectural paint recycling opportunities.

(f) Any retailer may participate, on a voluntary basis, as a paint collection point pursuant to the paint stewardship program, if the retailer's paint collection location meets all of the conditions in Sections 25217.2 and 25217.2.1 of the Health and Safety Code.

48704. (a) The department shall review the plan within 90 days of receipt, and make a determination whether or not to approve the plan. The department shall approve the plan if it provides for the establishment of a paint stewardship program that meets the requirements of Section 48703.

(b) (1) The approved plan shall be a public record, except that financial, production, or sales data reported to the department by a manufacturer or the stewardship organization is not a public record under the California Public Records Act, as described in Chapter 3.5 (commencing with Section 6250) of Division 7 of Title 1 of the Government Code and shall not be open to public inspection.

(2) Notwithstanding paragraph (1), the department may release a summary form of financial, production, or sales data if it does not disclose financial, production, or sales data of a manufacturer or stewardship organization.

(c) On or before July 1, 2012, or three months after a plan is approved pursuant to subdivision (a), whichever date is later, the manufacturer or stewardship organization shall implement the architectural paint stewardship program described in the approved plan.

(d) The department shall enforce this chapter.

(e) (1) The stewardship organization shall pay the department an annual administrative fee pursuant to paragraph (2).

(2) The department shall impose fees in an amount that is sufficient to cover the department's full costs of administering and enforcing this chapter, including any program development costs or regulatory costs incurred by the department prior to the submittal of the stewardship plans. Fee revenues collected under this section shall only be used to administer and enforce this chapter.

(f) (1) A civil penalty may be administratively imposed by the department on any person who violates this chapter in an amount of up to one thousand dollars (\$1,000) per violation per day.

(2) A person who intentionally, knowingly, or negligently violates this chapter may be assessed a civil penalty by the department of up to ten thousand dollars (\$10,000) per violation per day.

48704.1. (a) The Architectural Paint Stewardship Account and the Architectural Paint Stewardship Penalty Subaccount are hereby established in the Integrated Waste Management Fund created pursuant to Section 40135.

(b) All fees collected by the department pursuant to this chapter shall be deposited in the Architectural Paint Stewardship Account and may be expended by the department, upon appropriation by the Legislature, to cover the department's costs to implement this chapter.

(c) All civil penalties collected pursuant to this chapter shall be deposited in the Architectural Paint Stewardship Penalty Subaccount and may be expended by the department, upon appropriation by the Legislature, to cover the department's costs to implement this chapter.

48705. (a) On or before September 1, 2013, and each year thereafter, a manufacturer of architectural paint sold in this state shall, individually or through a representative stewardship organization, submit a report to the department describing its architectural paint recovery efforts. At a minimum, the report shall include all of the following:

(1) The total volume of architectural paint sold in this state during the preceding fiscal year.

(2) The total volume of postconsumer architectural paint recovered in this state during the preceding fiscal year.

(3) A description of methods used to collect, transport, and process postconsumer architectural paint in this state.

(4) The total cost of implementing the architectural paint stewardship program.

(5) An evaluation of how the architectural paint stewardship program's funding mechanism operated.

(6) An independent financial audit funded from the paint stewardship assessment.

(7) Examples of educational materials that were provided to consumers the first year and any changes to those materials in subsequent years.

(b) The department shall review the annual report required pursuant to this section and within 90 days of receipt shall adopt a finding of compliance or noncompliance with this chapter.

48706. (a) Except as provided in subdivision (c), an action solely to increase the recycling of architectural paint by a producer, stewardship organization, or retailer that affects the types or quantities being recycled, or the cost and structure of any return program, is not a violation of the statutes specified in subdivision (b).

(b) The following statutes are not violated by an action specified in subdivision (a):

(1) The Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code).

(2) The Unfair Practices Act (Chapter 4 (commencing with Section 17000) of Part 2 of Division 7 of the Business and Professions Code).

(c) Subdivision (a) shall not apply to any agreement establishing or affecting the price of paint, except for the architectural paint stewardship assessment, or the output or production of paint, or any agreement restricting the geographic area or customers to which paint will be sold.

Appendix B. Health and Safety Code Section 25217 – 25217.4

25217. For the purposes of this article, the following definitions shall apply:

(a) "Conditionally exempt small quantity generator" or "CESQG" means a business concern that meets the criteria for a generator specified in Section 261.5 of Title 40 of the Code of Federal Regulations.

(b) "Consolidation location" means a location to which recyclable latex paint or oil-based paint initially collected at a collection location is transported.

(c) "Oil-based paint" means a paint that contains drying oil, oil varnish, or oil-modified resin as the basic vehicle ingredient.

(d) "Paint" includes both oil-based paint and recyclable latex paint that is collected in accordance with this article.

(e) "Recyclable latex paint" means any water-based latex paint, still in liquid form, that is transferred for the purposes of being recycled.

25217.1. No person shall dispose of, or attempt to dispose of, liquid latex paint or oil-based paint in the land or into the waters of the state unless authorized by applicable provisions of law.

25217.2. (a) Recyclable latex paint may be accepted at any location including, but not limited to, a permanent household hazardous waste collection facility in accordance with subdivision (b), if all of the following conditions are met:

(1) The location manages the recyclable latex paint in accordance with all applicable latex paint product management procedures specified by federal, state, or local law or regulation that include, at a minimum, that the recyclable latex paint is stored and handled in a manner that minimizes the chance of exposing the handler and the environment to potentially hazardous constituents that may be in, or have been incidentally added to, the recyclable latex paint.

(2) The recyclable latex paint is still in liquid form and is in its original packaging or is in a closed container that is clearly labeled.

(3) Any latex paint that is accepted as recyclable by the location and that is later discovered to be nonrecyclable shall be deemed to be a waste generated at the location where this discovery is made and this latex paint shall be managed as a waste in accordance with this chapter.

(4) The owner or operator of the location has a business plan that meets the requirements of Section 25504, if required by the administering agency, including, but not limited to, emergency response plans and procedures, as described in subdivision (b) of Section 25504. The plans and procedures shall specifically address recyclable latex paint or meet the department's emergency response and contingency requirements which are applicable to generators of hazardous waste.

(5) If the recyclable latex paint is not excluded or exempted from regulation under Chapter I (commencing with Section 1.1) of Title 40 of the Code of Federal Regulations, the location meets all applicable federal requirements.

(6) The recyclable latex paint is stored for no longer than 180 days.

(b) (1) For purposes of this subdivision the following definitions shall apply:

(A) "CESQG" means a conditionally exempt small quantity generator, as specified in subdivision (a) of Section 25218.1.

(B) "Permanent household hazardous waste collection facility" has the same meaning as defined in subdivision (h) of Section 25218.1.

(2) A permanent household hazardous waste collection facility that is authorized to accept hazardous waste from a CESQG pursuant to Section 25218.3 may accept recyclable latex paint from any generator in accordance with this article if the permanent household hazardous waste collection facility does all of the following:

(A) Complies with subdivision (a).

(B) Sends the recyclable latex paint, for recycling, to a latex paint recycling facility operating pursuant to this article.

(C) Maintains a monthly log of the volume of latex paint collected from each generator and submits that information annually with the report submitted pursuant to Section 25218.9 for household hazardous waste collected from household hazardous waste generators.

(3) A permanent household hazardous waste collection facility that takes the actions specified in paragraph (2) is not subject to subdivision (b) of Section 25218.3.

(4) A permanent household waste collection facility may take the action specified in paragraph (2) notwithstanding any permit condition imposed upon the facility, a regulation adopted by the department to ensure a household hazardous waste collection facility does not accept hazardous waste from a commercial generator other than a CESQG, or the status of the generator. 25217.2.1. (a) A location that accepts recyclable latex paint pursuant to Section 25217.2 may also accept oil-based paint if all of the additional following conditions are met:

(1) The collection location is established under an architectural paint stewardship plan approved by the Department of Resources Recycling and Recovery pursuant to the architectural paint recovery program established pursuant to Chapter 5 (commencing with Section 48700) of Part 7 of Division 30 of the Public Resources Code.

(2) The collection location receives oil-based paint only from either of the following:

(A) A person who generates oil-based paint incidental to owning or maintaining a place of residence.

(B) A conditionally exempt small quantity generator.

(3) The oil-based paint is still in liquid form and is in its original packaging or is in a closed container that is clearly labeled.

(4) The location manages the oil-based paint in accordance with the requirements in Section 25217.2.

(5) The collection location operates pursuant to a contract with a manufacturer or paint stewardship organization that has submitted an architectural paint stewardship plan that has been approved by the Department of Resources Recycling and Recovery and the collected paint is managed in accordance with that approved architectural paint stewardship plan.

(6) The oil-based paint is stored for no longer than 180 days.

(b) Oil-based paint initially collected at a collection location shall be deemed to be generated at the consolidation location for purposes of this chapter, if all of the following apply:

(1) The collection location is established under an architectural paint stewardship plan in accordance with the requirements of paragraph (1) of subdivision (a).

(2) The oil-based paint is subsequently transported to a consolidation location that is operating pursuant to a contract with a manufacturer or paint stewardship organization under an architectural paint stewardship plan that has been approved by the Department of Resources Recycling and Recovery pursuant to the architectural paint recovery program established pursuant to Chapter 5 (commencing with Section 48700) of Part 7 of Division 30 of the Public Resources Code.

(3) The oil-based paint is non-RCRA hazardous waste, or is otherwise exempt from, or is not otherwise regulated pursuant to, the federal act.

25217.3. (a) Notwithstanding Sections 25160 and 25163, a person may transport paint collected in accordance with this article without the use of a manifest or obtaining registration as a hazardous waste hauler if the transporter complies with this article.

(b) A person transporting paint collected in accordance with this article shall use a bill of lading to document the transportation of the paint from collection locations, or any interim locations, to a consolidation site, whenever the transportation involves a change in ownership of the paint. A copy of the bill of lading shall be kept by the originating location, transporter, and destination of the paint for a period of at least three years and shall include all of the following information:

(1) The name, address, and telephone number of the originating location, the transporter, and the destination of the paint.

(2) The quantity of the paint being transported.

(3) The date on which the transporter accepts the paint from the originating location.

(4) The signatures of the transporter and a representative of the originating location.

25217.4. (a) A person may recycle recyclable latex paint at a facility which is not authorized by the department pursuant to the applicable hazardous waste facilities permit requirements of Article 9 (commencing with Section 25200) if the person complies with Section 25217.2.

(b) A person shall recycle, treat, store, or dispose of oil-based paint that has been collected pursuant to this article only at a facility that is authorized by the department pursuant to the applicable hazardous waste facilities permit requirements of Article 9 (commencing with Section 25200) to recycle, treat, store, or dispose of hazardous waste, or at an out-of-state facility that is authorized to recycle, treat, store, or dispose of oil-based paint in the state where the facility is located.

Appendix C. PaintCare Board of Directors

Members serve three year terms.

Karl Altergott, Chair

Dunn-Edwards Corporation

Barry Chadwick, Vice-Chair

Benjamin Moore and Co.

Gene Brickhouse

True Value Company

Harris Cloutier

AkzoNobel Coating, Inc.

Steve Devoe

Kelly-Moore Paint Company, Inc.

Aaron Erter

Valspar Corporation

Paul Hoogenbroom

RPM, Inc.

Tom Seitz

The Sherwin Williams Company

Scott Sinetar

PPG Industries

Jack Wickham

Ace Hardware Corporation

IDENTIFYING ARCHITECTURAL PAINT PRODUCTS UNDER PAINTCARE For Manufacturers and Collection Sites - June 2012

Architectural paint is defined under the Paint Stewardship Program as:

Interior and exterior architectural coatings sold in containers of five gallons or less.

Architectural paint does not include:

Industrial maintenance (IM), original equipment manufacturer (OEM) or specialty coatings.

In order to identify what is an architectural coating under the Paintcare Program, definitions and terminology from the U.S. Environmental Protection Agency, California Air Resources Board and other state and local Architectural and Industrial Maintenance (AIM) rules were used to develop the following list. To generate this list, five questions are asked and answered using the decision table on page 2 and the definitions on page 3. If questions arise about specific product categories, PaintCare will publish notices as needed.

Program Products (maximum container size of 5 gallons):

- | | |
|---|--|
| <ol style="list-style-type: none"> 1. Water-based paint (<i>Interior and exterior</i>): latex, acrylic 2. Oil-Based paint (<i>Interior and exterior</i>): alkyd, enamel 3. Clear Coatings: Shellac, Lacquer, Varnish, Urethane 4. Deck coatings and floor paints (<i>including elastomeric</i>) 5. Field and lawn marking coatings | <ol style="list-style-type: none"> 6. Melamine/metal coatings and rust preventative 7. Primers, sealers and undercoaters 8. Sealers 9. Stains 10. Water repellents (<i>not-tar-based or bitumen-based</i>) 11. Waterproofing sealers for concrete, masonry, and wood |
|---|--|

Non-Program Products (regardless of container size):

- | | |
|---|---|
| <ol style="list-style-type: none"> 1. Containers larger than 5 gallons 2. Industrial Maintenance (IM) coatings labeled in one of the following ways: (a) For Industrial Use Only, (b) For Professional Use Only, (c) Not for Residential Use, (d) Not Intended for Residential Use 3. Original Equipment Manufacturer (OEM) (shop application) paints and finishes 4. Aerosol paint (spray cans) 5. Automotive paints 6. Marine paints 7. Arts and Crafts paints 8. Two-component coatings (epoxy) 9. Paint additives, colorants and tints 10. Resins | <ol style="list-style-type: none"> 11. Semi-solid products: spackle, patching compounds for roofing, stucco, wood, auto body repair 12. Caulk, sealants, epoxies, glues or adhesives 13. Drywall / joint compounds 14. Solvents: Paint thinner, mineral spirits, brush cleaner, turpentine, etc. 15. Wood preservatives containing pesticides 16. Tar, asphalt or bitumen based products 17. Deck cleaners 18. Other non-coating products (motor oil, pesticides, cleaning solutions) 19. (For collection sites: Containers that are leaking, empty, or do not have original labels are not acceptable.) |
|---|---|

**Decision Table for Identifying Architectural Paint Products
for Manufacturers and Collection Sites**

1. Is it a coating?

If YES, go to 2.	If NO, it is not in the program. <u>These non-coatings are excluded:</u> Paint thinner Solvents Wood preservatives Mineral spirits Wood treatment oils Deck cleaners Drywall compounds Epoxies, glues Roof patch, stucco patch Wood patch Caulking compounds Adhesives	Manufacturers: Non-coatings are not assessed. Collection Sites: Non-coatings are not accepted.
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2. Is it an architectural coating?

If YES, go to 3.	If NO, it is not in the program. These non-architectural paints are excluded: Auto paint Marine paint Aerosols	Manufacturers: Coatings that are not architectural are not assessed a fee. Collection Sites: Coatings that are not architectural are not accepted.
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3. Is it an industrial maintenance (IM) coating?

If NO, go to 4	If YES, it is not in the program. <u>Products with these labels are excluded:</u> Professional use only, Not for residential use For industrial use only	Manufacturers: IM coatings are not assessed. Collection Sites: IM coatings are not accepted.
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4. Is it for Original Equipment Manufacturing (OEM)?

If NO, go to 5	If YES, it is not in the program. Manufacturers: If a company can clearly document that the coating is sold exclusively for OEM use, the fee should not be assessed. However, if this coating can be sold to a consumer or contractor for other than shop application and/or the use cannot be distinguished by the method of sale, the fee should be assessed.	Collection Sites: A collection site may not always be able to distinguish these products from non-OEM products. This determination will be made by asking the business customer what the intended use of the paint was. If the intention was shop application, it is not a program product. However, if the coating was sold to a consumer or contractor for other than shop application and/or the use cannot be distinguished by the method of sale, it may be accepted as a program product.
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5. Is it a specialty coating or specifically excluded?

If NO, it is in the program	If YES, it is not in the program. <u>These are excluded:</u> Products in containers larger than 5 gallons Aerosol (spray) cans Craft paints Two component coatings (epoxy) Tar, asphalt, bitumen-based coatings Resins, Paint tints, colorants, additives Wood preservatives containing pesticides	Manufacturers: Specialty or “specifically excluded” products are not assessed. Collection Sites: These products are not accepted.
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DEFINITIONS

I. Architectural Coatings

Architectural coating means a coating recommended for application to stationary structures and their appurtenances, portable buildings, pavements, curbs, fields and lawns. This definition excludes adhesives, aerosols and coatings recommended by the manufacturer or importer solely for shop applications or solely for application to non-stationary structures, such as airplanes, ships, boats, and railcars.

II. Industrial Maintenance Coatings

Industrial Maintenance (IM) coating means a high performance architectural coating, including primers, sealers, undercoaters, intermediate coats, and topcoats formulated and recommended for application to substrates exposed to one or more of the following extreme environmental conditions in an industrial, commercial, or institutional setting:

1. Immersion in water, wastewater, or chemical solutions (aqueous and non-aqueous solutions), or chronic exposure of interior surfaces to moisture condensation;
2. Acute or chronic exposure to corrosive, caustic, or acidic agents, or to chemicals, chemical fumes, or chemical mixtures or solutions;
3. Repeated exposure to temperatures above 120 °C (250 °F);
4. Repeated (frequent) heavy abrasion, including mechanical wear and repeated (frequent) scrubbing with industrial solvents, cleansers, or scouring agents; or
5. Exterior exposure of metal structures and structural components.

One of the primary ways AIM rules distinguish IM coatings from other architectural coatings is the manufacturer's recommendation for restricted usage. IM coatings must be labeled under the rules as:

1. "For industrial use only."
2. "For professional use only."
3. "Not for residential use" or "Not intended for residential use."

Thus, if the product is not intended for and not labeled as an IM coating, it should be deemed a covered architectural coating and the fee should be assessed, unless it is specifically excluded (see below).

III. Original Equipment Manufacturer Coatings

Shop application means that a coating is applied to a product or a component of a product in a factory, shop, or other structure as part of a manufacturing, production, finishing or repairing process (e.g., original equipment manufacturing coatings).

Since OEM (shop application) coatings may be intended but not labeled for industrial or professional use, and may be sold in containers of 5 gallons or less, then...

For manufacturers: ...if a company can clearly document that the coating was sold exclusively for OEM use, the fee should not be assessed. However, if this coating can be sold to a consumer or contractor for other than shop application and/or the use cannot be distinguished via the method of sale, the fee should be assessed.

For collection sites: ...a collection site may not always be able to distinguish these products from non-OEM products. This determination will be made by asking the business customer what the intended use of the paint was. If the intention was shop application, it is not a program product. However, if the coating was sold to a consumer or contractor for other than shop application and/or the use cannot be distinguished via the method of sale, it may be accepted as a program product.

IV. Specialty Coatings

Lastly, in order to identify Specialty or Special Purpose Coatings, we have used the definition from the Federated Society of Coating Technology's Coatings Encyclopedic (since AIM rules don't have a definition), which states that these coatings include aerosols, crafts paints.

Appendix E

Appendix E from the original Plan was deleted.

The information has been incorporated into Appendix D.

Appendix F. Registered Manufacturers

Ace Hardware Corporation	Imperial Paints LLC dba ECOS paints
Acrylatex Coatings & Recycling, Inc.	Inksolutions Inc. LLC
Akzo Nobel Coatings	Kelley Technical Coatings, Inc.
Amazon Environmental	Kelly-Moore Paint Co., Inc.
Amteco, Inc	Landzettel & Sons
Armstrong-Clark Company	Life Paint Company
AVM Industries, Inc.	Masterchem Industries LLC
Behr Process Corporation	Messmer's Inc
Benjamin Moore & Co.	Miller Paint Company, Inc.
BonaKemi USA, Inc.	Monopole, Inc.
Bond Distributing Ltd -dba One Time	Muralo Company
California Paint Recycling Inc	Nox-Crete Products Groups, Inc.
Cloverdale Paint	Old Masters
Complementary Coatings Corp/Dbas Insl-X Products	Paul M Wolff Co
Conklin Company, Inc.	Performance Coatings Inc.
Daly's Inc.	Perma-Chink Systems, Inc.
Davlin Coatings, Inc.	PPG Industries Inc.
Deft, Inc.	Preserva Products, Ltd.
Dry-Treat Inc.	ProCoat Products Inc
Duckback Products	Proline Concrete Tools, Inc.
Dunn-Edwards Corporation	Rockwood Pigments Inc. dba Davis Colors
Duro Shine Sealers Llc	Rodda Paint Company
Ellis Paint Company /Berg Lacquer Co	Rudd Company
Emiron Corp -dba AFM Safecoat-American Formulating &Mfg	Rust-Oleum Corp.
Environmental Technology Inc	Sherwin Williams Co
Epmar Corp.	Simpson Coatings Group, Inc.
Evonik Degussa Corporation (McGettigan)	SINAK Corporation
Farrow & Ball Inc.	Somay Products Inc
Faux Effects International Inc.	Structures Wood Care Inc
Fine Paints of Europe	Textston Industries, Inc
Frazee Industries	Textured Coatings of America
Gaco Western, Inc.	TK Products
Gemini Coatings, Inc.	True Value Manufacturing
Golden Artist Colors Inc	United Gilsonite Laboratories
H.B. Fuller Construction Products Inc.	Valspar Corporation
Heartwood Corporation dba Timber ProUV	Vista Paint Corporation
Henry Company	W. M. Barr and Company
Hillyard Industries, Inc.	Waterlox Coatings Corp.
Homax Group Inc	XIM Products
Imperial Paint Co Inc.	Yenkin-Majestic Paint Corp
	Yolo Colorhouse

Appendix G. Registered Brands

The following brands include all colors and all sheens:

Accent Color Base	America's Finest	AquaStone®
Ace Artistic Finishes	AMTECO 3200 SATIN VARN	AquaTex™
Ace Barn & Fence Paints	AMTECO SILICONE (various colors)	AquaThane™
Ace Cabinet, Door& Trim Paint	AMTECO TWP (various colors)	AquaWax™
Ace Contractor Pro Paints and Primers	AMTECO WATER BASED STN VARN	Arborcoat Exterior Waterborne Stain – Solid
Ace Essence Paints	AMTECO WHITE SATN VARN	Arborcoat Exterior Waterborne Stain Clear
Ace Field Marking Paints	Antico	Arborcoat Exterior Waterborne Stain Semi-Solid
Ace Galvanized & Aluminum Primer	Anti-Slip Coating	Arborcoat Exterior Waterborne Stain Semi-Transparent
Ace Great Finishes Interior Stains & Varnishes	Aqua Coat	Arborcoat Exterior Waterborne Stain Transparent
Ace Metallic Finishes	Aqua Finishing Paste™	Arborcoat Translucent Architect Series
Ace Royal Finest Paint	Aqua Finishing Solutions®	Armor-Wall II
Ace Royal Paints and Primers	Aqua Lock Deep Tint Water Based Prmr/Slr/Stn Killer	Armstrong Stains
Ace Rust Stop Enamels and Primers	Aqua Lock Plus Water Based Primer/Sealer/Stain Killer	Aro-Plate II
Ace Sealtech Waterproofers	Aqua Plastic	Aro-Thane
Ace Sensations Paint	Aqua Plastic Final Finish	Aura Bath & Spa
Ace Simply Magic Ceiling Paint	Aqua Seal	Aura Exterior Satin
Ace Stucco, Masonry & Brick Paint	Aqua Seal	AutoBody Master
Ace Wood Royal Exterior Stains	Aqua Verdigris™	AVM Below Grade Waterproofing
Ace Zone Marking Paints	Aqua Zar (All Gloss Levels)	AVM Deck Coatings
Acoustical Ceiling Dye	Aquabond	AVM Sealers
Acri-Kote II	AquaBond™	AVM Tile Waterproofing Membranes
Acri-Pro® 100	AquaColor™	Bakor
Acri-Shield® Paint and Stains	AquaCrackle®	Bar OX 340 Devoe EPC
Acri-Tec	AquaCrackle® Fine Line	Bar OX Devoe EPC
Acrycoat	AquaCrackle® Size	Barn & Fence Paints
Acryl Seal	AquaCreme™	Basic Paints FW 1700 , 2700
Acrylastic 490	AquaExtender™	Basic Paints GW 2765 gloss
Acrylastic 490 TC	AquaGard™	Basic Paints SGW 2735 semi gloss
Acrylastic 510	AquaGlaze®	Behr
Acrylastic 600	Aquapell	Behr Premium Plus
Acrylastic 900	Aquaprime	Behr Premium Plus Ultra
Acrylic Block Filler	Aquaseal 20	Behr Premium Select
Acrylic Latex Zone Paint	Aquaseal 40	Ben Exterior Flat
Acrylic Metal Primer	Aquaseal Formula 2000	Ben Exterior Low Lustre
Acry-Prime	Aquaseal Heavy Duty	Ben Exterior Semi-Gloss
Acrysheen	Aqua-Seal II	Ben Interior Acrylic Latex Eggshell
Activator II™	Aquaseal II for Wood	Ben Interior Acrylic Latex Flat
Advance Waterborne Alkyd Flat	Aquaseal ME	Ben Interior Acrylic Latex Semi-Gloss
Advance Waterborne Alkyd Primer	Aquaseal ME12	Ben Interior Latex Primer
Advance Waterborne Alkyd Satin	Aquaseal ME7	Benchmark
Advance Waterborne Alkyd Semi-Gloss	Aquaseal Paint Additive	Benite Wood Conditioner
ADVANCED TECHNOLOGY UMA	Aquaseal Regular	Benjamin Moore Aura Eggshell
Advantage™ 900 (Gloss & Semi-Gloss)	Aquaseal Semi-Gloss	Benjamin Moore Aura Exterior Paint Flat Finish
AFM Safecoat	Aquaseal Silane 20	
Air Care	Aquaseal Silane 40	
Alkyd Dulamel Semi-Gloss	Aquaseal SS	
Alumify	Aquaseal Stain	
Amazon Select Paint	Aquaseal Super	
American Accents	Aquaseal W20	
	AquaSeal™	

Benjamin Moore Aura Exterior Paint Low Lustre	Benwood Finishes Interior Wood Finishes Penetrating Stain	Cabot OVT
Benjamin Moore Aura Exterior Paint Semi-Gloss	Benwood Finishes Polyurethane Finish High Gloss	Cabot Problem Solver
Benjamin Moore Aura Int / Ext Color Foundation	Benwood Finishes Polyurethane Low Lustre	Cabot PROVT
Benjamin Moore Aura Matte Finish	Benwood Finishes Quick Dry Sanding Sealer	California Paint 3090 Primer
Benjamin Moore Aura Satin Finish	Benwood Finishes Satin Finish Varnish	California Paint Course Texture Coating
Benjamin Moore Exterior Translucent Finish	Benwood Finishes Stays Clear Acrylic Polyurethane High Gloss	California Paint Elastomeric
Benjamin Moore Fresh Start Alkyd Enamel Underbody	Benwood Finishes Stays Clear Acrylic Polyurethane Low Lustre	California Paint EX/Int Stn Blk Primer
Benjamin Moore Fresh Start All Purpose Alkyd Primer 024	Benwood Finishes polyurethane Finish Flat	California Paint Exterior Flat, Satin, Semi Gloss
Benjamin Moore Fresh Start All-Purpose 100% Acrylic Primer	Better Homes And Garden BIN	California Paint Interior Flat, Satin, Semi Gloss
Benjamin Moore Fresh Start Fast-Dry Alkyd Primer Fast Dry Exterior Primer	BIOCONTROL PRIME-N-SEAL	California Paint Medium Texture Coating
Benjamin Moore Fresh Start Moorwhite Penetrating Primer 100	Black Emulsion	California Paint Prep Coat
Benjamin Moore Fresh Start Qd-30 Stain Blocking Primer	Blacknight	California Paint Smooth Texture Coating
Benjamin Moore Pint Color Samples	BlankIt® Acrylic Primer	California Paint Thermal Elastomeric
Benjamin Moore Premium Exterior Stain Alkyd Hardwood Finish	Blending Solvent™	Carquest
Benjamin Moore Premium Exterior Stain Alkyd Primer	Blocklustre	Casual Spaces
Benjamin Moore Premium Exterior Stain Alkyd Semi-Gloss	Blue Seal	CCR 5000
Benjamin Moore Premium Exterior Stain Alkyd Semi-Transparent	Bona Arnberseal	CEDARTONE WB PENETRATING STAIN
Benjamin Moore Premium Exterior Stain Alkyd Transparent	Bona DTS	Ceiling White
Benjamin Moore Premium Exterior Stain Waterbased Waterproofer	Bona Mega Gloss, Semi-Gloss, Satin	Central Sanitary Supply
Benjamin Moore Studio Finishes Alkyd Glaze	Bona Naturale Matte	Ceramagard
Benjamin Moore Studio Finishes Chalkboard Paint	Bona Novia Gloss, Semi-Gloss, Satin	Check Rust™ Fabrication Primer
Benjamin Moore Studio Finishes Glitter Finish	Bona Poly	Check Rust™ Instant Enamel
Benjamin Moore Studio Finishes Latex Glaze	Bona Sport SuperSport DTS	Check Rust™ Instant Enamel Semi-Gloss
Benjamin Moore Studio Finishes Latex Metallic Glaze	Bona Sportive 1K	Check Rust™ Speedy Metal Primer
Benjamin Moore Studio Finishes® Latex Texture Paint	Bona Sportive Finish	Childers Coating
BenMate Danish Tung Oil Finish	Bona Traffic Gloss, Semi-Gloss, Satin	Chlorinated Rubber Pool Paint
Benwood Finishes Fast Dry Clear Varnish	Bona Traffic Anti Slip	Citrus Clean
Benwood Finishes Interior Wood Finish Conditioner	Bona Traffic Gloss	Citrus Clean Super
Benwood Finishes Interior Wood Finishes Grain Filler	Bona Traffic HD Satin	Clark+Kensington Paints
	Bona Traffic HD X Matte	Classico Lime Paint
	Bona Traffic HO SC	Clean Power
	Bonaseal	Clear Finishing Paste™
	Bravo	Clear Sealer
	Break-Through	Clear Through Acrylic Polyurethane
	Brite Ceiling	Clear Through Alkyd Polyurethane
	Bro-Cure	Clinical Paints
	Builder's Spec® Pro	ClovaThinner
	Bulls Eye	Color Decor
	Butylseal 572	Color Extra
	C&M Coatings	Color Samples - Regal
	C-500 SuperUrethane™	Color Solvent™
	C-500™	Colorplace
	Cabinet Coat™ Acrylic Satin Enamel	ColorSeal™
	Cabot	Colour Crete
	Cabot "The Finish"	Concrete Stain
	Cabot Australian Timber Oil	Concrete Stains - Solvent Based Waterproofing Sealers
	Cabot Cabothane	Concrete Waterproof Sealer
	Cabot Clear solutions	Contractor's Edge

Controlz Primers	Designer Drylok (all colors)	EcoLogic
Convoy II	Designer Foil FX Paste™	ECOS Paints
Cool Roof Kit	Designer Foil FX Size™	Eco-Seal XC
Cool-TEX Clear	Designer Foil FX™	Edge-Flex 645
Cool-TEX Epoxy Deck Coating	Designer Metallics™	Elastite
Coolwall	Designer Rust™	Elasto-Gard
Coolwall Classic Primer	Devoe Fog	Elastoseal
Coolwall Clear-Cote	Devoe Paint	EMC Elasto-Wall
Coolwall Plat	Devoe Paint All Weather	Encore
Coolwall Satin	Devoe Paint Demo Color Tester	Endura Mar
Coolwall Supercote	Dex-Coat	Endurable
Coolwall Supercote HR Flat	Diamond 350	Endurance
Coolwall Textured Primer	Diamond 450	Endurance Stains
Coolwall Trimcote Satin	Do-It-Best	ENHANCE-PLUS™
Coolwall Trimcote Satin Plat	Dottinato	Enrich
Coolwall Trimcote Semi Gloss Plat	DriFast Sealer	ENTRAL SHOT CLOCK
Coolwall Trimcote Semigloss	DriFast Stain (all colors)	ENTRAL WARM UP
CoverCoat	Drylok Concrete Floor Paint (all colors)	Envirokote Paint and Primer
Cp Regal Flat	Drylok Concrete Protector	EnviroLon
Crackle Fine Line™	Drylok E1 Floor Paint (all colors)	Envirotex Lite
CrackleAdd™	Drylok Extreme	EPO*Tex Epoxy Primer
CrackleMate®	Drylok Latex Base Masonry	Epotilt
Crackle™	Waterproofers (all colors)	Epox-O-Sheen
CRC 3000	Drylok Natural Look Sealer	Epox-O-Sheen 100C
CRC Pro-Series	Drylok Oil Base Masonry	Epox-O-Sheen 100P
Creme Activator™	Waterproofers (all colors)	Epox-O-Sheen F
Crylicote Gold	Drylok Water Based 5% Silicone	Epoxy Shield
CrystalFin Floor Finish: Gloss and Satin	Drylok Wet Look Sealer	Epoxyguard
CrystalFin: Gloss , Semi-Gloss, Satin and Matte	DRY-TREAT 40SK™	Epoxyguard 100
Cure & Seal 1200E	DTM Gloss and Semi-Gloss	Epoxyguard 200
Custom Art Imprints™	Duckback	Epoxyguard Enamel
Custom Canvas™	Dulamel Eggshell Enamel	Equinox
Daly's Deck Stain	Dunn Edwards	Expressions Gallery
Daly's Log Oil	DuraGard™	E-Z Kare
Daly's Semi-Transparent Exterior Stain	Dura-Seal High Gloss Sealer	EZ Kleen™
Daly's Waterborne Deck Stain	Dura-Seal Matte Sealer	EZ-Accent Water Based Acrylic Stain
Daly's Waterborne Stain	DuraSeal Sanding Sealer™	Fabric Effects™
Daly's Wood Stain	DuraSheen™ with UV	Farrow & Ball Dead Flat
Dead Flat Varnish™	Dura-Stain Reactive Stain for Concrete	Farrow & Ball Estate Eggshell
DECKMASTER CLEAR SEALER	Duratec II	Farrow & Ball Estate Emulsion
Deco Color™ Concentrated	Duro Shine 404 penetrating sealer	Farrow & Ball Exterior Eggshell
Deco™ Clear	Duro Shine 646 Plus semi-gloss sealer	Farrow & Ball Floor Paint
Decra-Flex	Duro Shine 686 Ultra High gloss sealer	Farrow & Ball Full Gloss
Deft Clear Wood Finish Brushing Lacquer	Duro Shine 848 Color Enhancer	Farrow & Ball Interior /Exterior Wood Primer &Undercoat
Deft Deftane Polyurethane	Dutch Metal™	Farrow & Ball Interior Wood Primer & Undercoat
Deft Deftoil Danish Oil Finish	Easy Care	Farrow & Ball Masonry &Plaster Stabilising Primer
Deft Interior Polyurethane	Easy Color	Farrow & Ball Masonry Paint
Deft Lacquer Sanding Sealer	Eco Spec Silver Eggshell	Farrow & Ball Metal Primer &Undercoat
Deft Step Saver Stain and Finish	Eco Spec Silver Flat	Farrow & Ball Modern Emulsion
Deft Water Based Polyurethane	Eco Spec Silver Semi-Gloss	Farrow & Ball Wall &Ceiling Primer & Undercoat
Deft Water Borne Clear Wood Finish Acrylic	Eco Spec Waterborne Eggshell	Farrow & Ball Wood Floor Primer &Undercoat
Deft Wood Stain Oil Based	Eco Spec Waterborne Flat	
Deft Wood Stain Water Based	Eco Spec Waterborne Primer	
	Eco Spec Waterborne Semi-Gloss	

Farrow & Ball Wood Knot & Resin Blocking Primer	Gem Coat	Henry
Faux Effects International™	Gem Dye	Henry RTC Coat
Faux Effects World®	Gem Glo	Henry/Bakor
Faux Effects®	Gem Tone	Hi Build Acrylic Deck Coating
FauxColor™	Gemini	High Performance Stain
FauxCreme Color Concentrate™	Gemini Coatings	Hi-Hide®
FauxCreme Colors™	Gemini Tone Stain	Hilliard 1907 GYM FINISH
FauxCreme Pre-Mix™	Glaze 'N Seal Stain Defense	Hilliard 350 Gym Finish
FauxCreme®	Glidden	Hilliard Basecoat
Fauxlio™	Glidden Brilliance	Hilliard Point Guard
FauxMetal™	Glidden Ceiling	Hilliard PRO 100
FauxSquad®	Glidden Ceiling Paint EZ Track	Hilliard Pro 50V
FauxStone™ Pull-Off	Glidden Color	Hilliard Pro Primer
FauxStone™ Pull-Off Crusty	Glidden Colorplace	Hilliard Star Wood coating
FauxTex™	Glidden Cover Plus	Hilliard Tip-off Wood Coating
FEI™	Glidden Duo	Hillyard
Final Finish	Glidden Homeshades	Homax
Final Finish Wb	Glidden Porch & Floor	Home Armor- Waterproofing Sealer -MultiSurface
Final Touch	Glidden Porch & Floor	Home Armor- Waterproofing Sealer -Waterproofer (all colors)
Fine Paints of Europe ECO	Glidden Prime Coat	Home Armor- Waterproofing Sealer -Waterproofer Endurance
Fine Paints of Europe Eurolux	Glidden Professional	Homestead
Fine Paints of Europe Eurothane	Glidden Professional Alkyd	HomeVantage™ Plus
Fine Paints of Europe Hollandlac	Glidden Professional Concrete Coatings	Horizon
Finishing?Paste™	Glidden Professional Dryfall	Hot Trax™ Acrylic Garage Floor Paint
Flattening Agent™	Glidden Professional Primers	Hydroguard Moisture Barrier and Mold Blocker
Flood CWF	Glidden Professional Promaster	Hydrolon
Flood EB Emulsa Bond	Glidden Professional Roof Coatings	Hydroshur
Flood Floetrol	Glidden Professional Textured Coatings	Impasto
Flood Penetrol	Glidden Promaster	Imperial Alkyd Solid Stain
Flood Spa-N-Deck	Glidden Spred	Imperial Dry Brite HS Sealer
Flood SWF	Glidden Stucco & Masonry	Imperial Ducklac
Flood TWF	Glitsa Gold Seal™ Finish	Imperial Enamel Undercoat
Floor & Porch (Acrylic & WB Alkyd - New Tech.)	Glitsa Gold Seal™ Lite Scent™ Finish	Imperial Exterior 100% Acrylic
Floorcoat	Glitsa Gold Seal™ Stains (various colors)	Imperial Exterior Latex
Fortis 350	Glitsa High Performance Waterborne Finish	Imperial HB Pre-Cat Lacquer
Fortis 450	Glitsa Infinity II LVOC™ Finish	Imperial High Solids Tuff
Foster Coating	Glitsa Quality Seal™ Sealer	Imperial Int/Ext Aluminum Enamel
Foster Sealer	Glitsa Wood Flour Cement™	Imperial Interior Lolustre Latex
Frascati	GlitsaMax™ Finish	Imperial Interior Oil Wiping Stain
Fresh Start Superior Primer	Glitza TruSeal	Imperial Interior Ultrapro Latex
FX2000™	GlosThane Finish	Imperial Machinery Enamel
FXThinner™	Glyptex™ WB Alkyd (New Tech.)	Imperial Marproof Lacquer
Gaco A30 Series	Gold Acrylic	Imperial Master Painter Enamel
Gaco A31 Series	Gold Alkyd	Imperial Norsekote Latex
Gaco A32 Series	Granicrete High Gloss	Imperial Polar Latex
Gaco A326 Series	Granicrete impregnator	Imperial Polyurethane Varnish
Gaco A3734 Food Safe	Granicrete low gloss	Imperial Porch & Deck Enamel
Gaco A38 Series	Grip & Seal	Imperial Recharge
Gaco A41 Series	Grip-N-Seal	Imperial Rust-Inhibitive Primers
Gaco A56 Series	Gripper	Imperial Silguard Sealer
Gaco Deck	Guardian Contractor Grade	Imperial Ultracoat Dryfall
Gaco H22 Series	Guardian Professional Quality	Imperial Ultracoat Int Dryfog
Gaco H25 Series	Hammerite	Imperial WB Edge Seal
Gaco H27 Series	HANAFINN Ole-Repella™	
Gaco Roof		
Gaco Shield		

Impervex Latex High Gloss Metal & Wood Enamel	Kelly-Moore Kel-Bond	Lifeline Interior
Impervo 440 Spar Varnish	Kelly-Moore Kel-Cote	Lifeline Ultra-2
Impervo Alkyd High Gloss Metal & Wood Enamel	Kelly-Moore Kel-Guard	Lifeline Ultra-7
Imprint Coat™	Kelly-Moore Kel-Pro	Lifemaster Accents
In The Swim	Kelly-Moore Kel-Seal	Lifemaster No VOC
Insl-Cap™ Lead Encapsulating Compound	Kelly-Moore Kel-Tex	Lifemaster Oil
Insl-X: Aqua Lock Plus Water Based Primer/Sealer/Stain Killer	Kelly-Moore Kel-Thane II	Lime Paint & Wash™
Insl-X: Concrete Stain Waterproofing Sealer	Kelly-Moore Kel-Tone	Lime Slag™
Insl-X: Odor Less Alkyd Primer/Sealer/Stain Killer	Kelly-Moore KM Professional	Lo-Glo
Insl-X: One Prep	Kelly-Moore Mark Right	Long End Seal
Insl-X: Prime Lock Alkyd Based Primer/Sealer/Stain Killer	Kelly-Moore Mill White Dry Fog	Low Voc Alkyd Zone Paint
Insl-X: Prime Lock Plus Alkyd Based Primer/Sealer/Stain Killer	Kelly-Moore Modern Wood Finish	Lucido
Insl-X: Rubber Based Pool Paint	Kelly-Moore Plasti-Namel	Lucite
Insl-X: Seal Lock Alcohol Based Primer/Sealer/Stain Killer	Kelly-Moore Pre-Cote	Lullaby Paints
Insl-X: Stix® Acrylic Bonding Primer	Kelly-Moore Seasons	LusterPad™
Insl-X: Stix® Solvent Bonding Primer	Kelly-Moore Silver Shield	LusterStone®
Insl-X: Sure Step® Anti Slip Coating	Kelly-Moore Stain Lock	LusterSuede™
Insl-X: Waterborne Pool Paint	Kelly-Moore Stainz-Rite	Luxwall
Invisi-Guard Sealer	Kelly-Moore Stripe & Zone	Magic
Ironclad Alkyd Low Lustre Metal & Wood Enamel	Kelly-Moore Stucco-Seal	Maintenance One
Ironclad Latex Low Lustre Metal & Wood Enamel	Kelly-Moore Tred-Cote	Majestic II
Ironclad Super Satin Finish Enamel	Kelly-Moore Uni-Prime	Majic Aluminum Rustkill Enamel
Kadalac	Kelly-Moore Vapor Shield	Majic Diamondhard Acrylic Enamel (Various Colors)
Kelly-Moore Acry-Lustre	Kelly-Moore Weather Shield	Majic Flat White Easy Spread Interior Latex
Kelly-Moore Acry-Plex	Kelly-Moore Woodcraft	Majic Gloss Black Rustkill Enamel
Kelly-Moore Acry-Shield	Kemiko Clear-A-Thane	MAJIC Gloss Diamondhard Acrylic Enamel (Various Colors)
Kelly-Moore Acry-Shield Stain	Kemiko Easy Shine	Majic Gloss Midtone TB #2 Diamondhard Acrylic Enamel
Kelly-Moore Acry-Tred	Kemiko Neutra Clean	Majic Gloss Neutral TB #4 Diamondhard Acrylic Enamel
Kelly-Moore Alkydex	Kemiko Repels Sealer	Majic Gloss White Rustkill Enamel
Kelly-Moore Color Max	Kemiko Stone Sealer II	Majic Gray Primer Rustkill Enamel
Kelly-Moore Color Shield	Kemiko Stone Tone Buff on Wax	Majic Grey Primer Diamondhard Acrylic Enamel
Kelly-Moore Dry Fog II	Kemiko Stone Tone Buff on Wax II	Majic Interior Exterior Oil Base Floor Paint (Various Colors)
Kelly-Moore Dura-Poxy +	Kemiko Stone Tone Concrete Stain	Majic Red Oxide Primer Diamondhard Acrylic Enamel
Kelly-Moore Dura-Poxy + Porch & Floor	Kemiko Stone Tone Stain	Majic Red Oxide Rustkill Enamel
Kelly-Moore Ecoat	Kilz	MAJIC RUSTKILL ENAMEL (Various Colors)
Kelly-Moore Elastakote	Kilz Casual Colors	Majic Satin Deep TB #3 Diamondhard Acrylic Enamel
Kelly-Moore Envira Pox	Kilz Color Place	Majic Satin Diamondhard Acrylic Enamel (Various Colors)
Kelly-Moore Envira-Crete	Kilz Cover Pro	Majic Satin Midtone B #2 Diamondhard Acrylic Enamel
Kelly-Moore Enviro Coat	Kilz Pro-X	Majic White Lifestyle Exterior Latex Primer
Kelly-Moore Enviro Coat - Heat Reflective	Kilz True Tone	Majic White Primer Professional Exterior Latex House Paint
Kelly-Moore EZ Sand	Kitchen & Bath	Mannorino
Kelly-Moore Flo-Cote	Kolor Kote	Manor Hall
Kelly-Moore Green Coat	Landzettel Achitectoral Coatings, Primers and Stains	Manor Hall® Exterior
Kelly-Moore Industrial	Latex Multi Purpose Primer / Finish	Manor Hall® Timeless®
Kelly-Moore Kel-Aqua	Laura Ashley	
	Lcoat high gloss	
	Lcoat impregnator	
	Lcoat low gloss	
	Lead Block	
	Life Cycle Coatings Architectural Paint	
	Life Paints and Primers	
	Lifeline Accents	
	Lifeline Acrylic	
	Lifeline Advance	
	Lifeline Endure	
	LifeLine Exterior	

Manor Hall® Timeless® Exterior	Miller Acrylic Undercoat	Moorcraft Super Craft Latex
Manor Hall® WB Alkyd (New Tech.)	Miller Aluminum Paint	Eggshell Enamel
Marble-It™ Agent	Miller Aluminum&Metal primer	Moorcraft Super Craft Latex Flat
Marine Enamel	Miller Aqua -fall	Moorcraft Super Craft Latex Semi-
Martha Stewart Living	Miller Clear Varnish	Gloss Enamel
Mason's Select	Miller Devine Canopy	Moorcraft Super Hide Alkyd Semi-
Master Dutch Metal™	Miller Devine Delicate Wall	Gloss Enamel
Master Extender™	Miller Devine Foundation	Moorcraft Super Hide Latex
Master Finishing Medium™	Miller Devine Green	Eggshell Enamel
Master Finishing Wax™	Miller Devine Luscious Trim	Moorcraft Super Hide Latex Flat
Master Guard Oil and Spot Primer	Miller Devine Powder	Moorcraft Super Hide Latex
Master Guard Sealer	Miller Drifall Stalite	Primer/Undercoater
Master Guard Wood Sealer	Miller Edge Seal	Moorcraft Super Hide Latex Semi-
Master's Magic	Miller Enamel Undercoat	Gloss Enamel
Masterchem	Miller Equipment Enamel	Moore's Acrylic Masonry Sealer
MasterCreme™	Miller Evolution	Moore's Alkyd Masonry Clear
Matte Wall Sealer™	Miller Floor&Porch Enamel	Sealer
MAXLIFE	Miller Gym Coat	Moore's Alkyd Porch & Floor
Maxum 2 Solid Acrylic Stain	Miller HB Opaque Stain	Enamel
Maxum 2+ Ultimax	Miller Kril	Moore's High Build Acrylic Masonry
Maxum 3 Flat Acrylic House Paint	Miller Metal Primer	Primer
Maxum 4+ Ultimax Satin House	Miller Milastic	Moore's K & B Enamel
Paint	Miller Millerseal	Moore's Latex Floor & Patio Enamel
Maxum 6 Solid Oil Stain	Miller Modern Wood Stain	Moore's Muresco Ceiling White
Maxum 7700 Transparent Oil Deck	Miller NW Weathergard'	Moore's Swimming Pool Paint
& Siding Stain	Miller Penetrating Conditioner	Moorgard Latex Low Lustre House
Maxum 9+ Ultimax Lo Luster House	Miller Performance	Paint
Paint	Miller Polyurethane Varnish	Moorglo Latex House & Trim Paint
Maxum Semi Transparent Deck	Miller Premium	Moorlastic 100% Acrylic
Stain	Miller Premium Enamel	Elastomeric Waterproofing
Maxum Sheer Naturals Deck Stain	Miller Pure Paint	Coatings
Maxum Solid Deck Stain	Miller Rust Control Primer	Moorlastic Acrylic Elastomeric-Fine
Maxum Starter Exterior Primers	Miller Spar Enamel	Texture
MBP Flat	Miller Spar Varnish	Moorlife Latex House Paint
McCloskey	Miller Speed Enamel	Multiplex
McCloskey Man-O-War	Miller Stain Blocking Primer	Multi-ProTM
McCloskey Multi-Use	Miller Super Color	Multispec
McCloskey Special Effects	Miller Super Seal	Multi-Surface Utility Enamel
McCloskey Stains	Miller Tuff Tread	Muralo Quick Tred (various colors)
McCoy's	Miller Vapor-Lok	Muralo Quick Tred Tex (various
Meeting of the Masters®	Miralite	colors)
Melamine	Mirro Glide	Muralo Specialty Coatings
Messmer's Composite Deck Finish	Mirrolac Devoe EPC	Natura Interior Zero Voc Latex
Messmer's Decking Stain	Mirrolac Speed Devoe EPC	Eggshell
META CREME™	Monochem 1	Natura Interior Zero Voc Latex Flat
Metal Etch	Monochem 200	Natura Interior Zero Voc Latex
Metal Ready Universal	Monochem 21	Primer 511
MetalGlow®	Monochem 300	Natura Interior Zero Voc Latex
Mica Glow Flakes™	Monochem 300 WB	Semi-Gloss
Mica Glow Powder™	Monochem 310	Naturescapes
Miller 45 Minute Primer	Monochem 610	Nelsonite Cleargard
Miller Acriclear	Mono-Clean	Nelsonite Deckgard (various colors)
Miller Acri-Glaze	Monoseal	Nelsonite Speedcote (various
Miller Acrilite	Moorcraft Super Craft Interior Latex	colors)
Miller Acrimetal	Primer	Norco
Miller Acrinamel	Moorcraft Super Craft Latex Block	Novia/Amberseal Pack Satin
Miller Acro Pure	Filler	Novia/Amberseal Pack Semi-Gloss
Miller Acrylic Satin		Odds N Ends

Odor Less Alkyd Primer/Sealer/Stain Killer	Olympic One	Polishing Compound™
OKON	Olympic Premium Acrylic	Porch & Floor Devoe
Old Masters Brushing Lacquer	Olympic Premium Paint	Portersept®
Old Masters Fast Dry Stain	Olympic Stains (interior/exterior)	Power Guard color enhancer
Old Masters Gel Stain	Olympic Waterguard	Power Guard high gloss
Old Masters Graining Base	Olympic Weathering Stain	Power Guard impregnator
Old Masters H2O Wood Stain	Olympic WoodProtector	Power Guard low gloss
Old Masters Oil Based Gel Polyurethane	One TIME Wood Preservative (various colors)	Power Guard penetrating sealer
Old Masters Oil Based Polyurethane	Opton	PPI™ Waterborne Finish
Old Masters Oil Based Quick-Dry Varnish	Orgill	Prelude
Old Masters Oil Based Sending Sealer	Other Devoe Paint	Premier
Old Masters Oil Based Super Varnish	O'Villa Sabina™	Premium
Old Masters Oil Based Spar Marine Varnish	O'Villa®	Premium Ceiling White
Old Masters Penetrating Sealer	O'Villa® Finishing Plaster	Premium Classic
Old Masters Penetrating Stain	O'Villa® Wax	Premium Decor
Old Masters Tinting glaze	Painter's Select	Premium Exterior Stain Acrylic Solid Deck
Old Masters Water-based Clear Finish	Painters Series	Premium Exterior Stain Acrylic Solid Siding
Old Masters Water-based Polyurethane	Painter's Touch	Premium Exterior Stain Alkyd Clear Finish
Old Masters Water-based Sanding Sealer	Painters' Friend®	Prep Step
Old Masters Wiping Stain	Palazzo	Prep-A-Wall Water Based Pre- Wallcovering Primer
Old Masters Exterior Water -based Spar Urethane	Palette Deco™	Preserva Wood
Old World Plaster™	Palladino	Prestige
Olde World Crackle Textured™	Paralon 2	Primatite
Olde World Crackle™ Pull Off	Patio & Deck	Prime Lock Alkyd Based Primer/Sealer/Stain Killer
Olde World Fresco®	Patio Perfect	Prime Lock Plus Alkyd Primer/Sealer/Stain Killer
Olde World Fresco® Textured	Patio Tones	PRIME START
Olde World Lime Based Paint™	PEEL-BOND	Prime Time
Olde World Lime Slag™	Penchrome Devoe/Fuller	Prime Time Plus
Olde World Marmorino®	Penofin Concrete & Masonry Stain	PRIME-N-SEAL
Olde World Pigment™	Penofin Wood Finishes	Primer Surfacer™
Olde World Rust™ Package	Performance Plus	Primero
Olde World SandStone™	Perma White	PrimEtch™
Olde World Stucco Lustro™	Perma-Crete® Masonry Coatings	Primz220
Olde World TextureCoat™	Perma-Crete® Primer	Pro Finishes
Olde World Venetian Sealer™	Permanizer®	Pro Flat
Olde World Venetian Wax™	Permaseal	Pro Fresh
Olde World Veneziano™	Permashield 100	Pro Grade
Olde World?Lime Paint & Wash™	Permashield 1000	Pro Maintenance
Olde World™ Quartz Priming Coat	Permashield 200	Pro Shopper
Olde?World Crackle Size™	Permashield 2000	Pro Siding Plus™
Olympic	Permashield Base	ProBond
Olympic 15 Year	Permashield DTM	Proceed Decorative Paints
Olympic Clear Wood Preservative	Permashield NS	ProCoat
Olympic Deck Fence and Siding Stain & Primer	Permashield Premium	ProCoustic
Olympic Fasthide	Permashield Sacrificial	Professional Coatings
Olympic Maximum	Permax	Professional Finishes
Olympic Oil Stain	Pitt-Cryl®	Profin:Gloss and Satin
	Pitt-Cryl® Plus	ProFX Custom Clear™
	Pittsburgh Paints Grand Distinction	Pro-Master™ 2000 Latex (Including Primer)
	Pittsburgh Paints Ultra	Pro-Plate Enamel - Rust Preventative Coating
	Pittsburgh Paints Ultra Advanced Stain	
	Pittsburgh Paints Weatherscreen Paint	
	PlasterTex®	
	PLASTIC AND VINYL NT	
	Plasti-Kote	

Protectosil	Rodda Interior Performance	Rudd Colortools™ Base Toner Dye
Protectosil AQUA-TRETE	Rodda Lasyn	Stain (various colors)
Puma	Rodda Mar Resist	Rudd Colortools™ Colorants
Puma-XL	Rodda Master Painter	(various colors)
Pure Performance®	Rodda Metal Master	Rudd Colortools™ Colorants
QuartzStone™	Rodda Modern Wood Stain	(various colors)
Quick Dry Zar Sanding Sealer	Rodda Multi Master	Rudd Colortools™ Dye Concentrates
(Gloss/Satin)	Rodda MultiPrime	(various colors)
Quick Stain	Rodda pHlextite	Rudd Colortools™ LH Spray Stain
Quik Hide	Rodda Ply-Coat	(various colors)
Quikrete	Rodda PMC 300	Rudd Colortools™ Wiping Stain
RADCON (VARIOUS COLORS)	Rodda Porsalite	(various colors)
Rainstopper Concrete Stain	Rodda Restoration Hardware	Rudd Duracat-V 550 VOC Lacquer
Ralph Lauren Paints	Rodda Roseal	Rudd Duracat-V 550 VOC Sealer
Rapid Roof HV	Rodda Rural Manor	Rudd Duracat-V Plus™ Lacquer
Rapid Roof III	Rodda Scotseal	Rudd Duracat-V™ Lacquer (various
Reactive Series™	Rodda Speed Primer	colors)
Recover Recycled Paint Products	Rodda SR Ultra	Rudd Duracat-V™ Sealer (various
Regal Premium Interior Latex	Rodda Super Reflex	colors)
Eggshell Finish	Rodda Surfbond	Rudd Durafill™ Wood Filler
Regal Premium Interior Latex Flat	Rodda Terra	Rudd Duralac™ Lacquers (various
Finish	Rodda Tuff Deck	colors)
Regal Premium Interior Latex Matte	Rodda Ultimate II	Rudd Excelite™ Lacquer (various
Finish	Rodda Unique II	colors)
Regal Premium Interior Latex Pearl	Rodda Vapor Block	Rudd Fastwipe™ Wiping Stain
Finish	Rodda Vapor Shield	(various colors)
Regal Premium Interior Latex Semi-	Rodda Weather Performance	Rudd Glaze Stain
Gloss Finish	Rodda Wood Master	Rudd Hi-build™ Fast Dry Finish
Regal Premium Interior Primer	Roofers Choice	Rudd Hycryl™ Waterborne Finish
Regal Select Premium Interior	Royal Supreme	Rudd Hycryl™ Waterborne Sealer
Eggshell	RsActivator®	Rudd Hyclex™ Lacquer (various
Regal Select Premium Interior Flat	RsCrete®	colors)
Regal Select Premium Interior	RsGlaze®	Rudd ISC™ Stains (various colors)
Matte	RsGranite®	Rudd ISS LH™ Spray Stains (various
Regal Select Premium Interior Pearl	RsPlaster®	colors)
Regal Select Premium Interior	RsSandStone Flake™	Rudd ISS™ Spray Stains (various
Primer	RsSandStone®	colors)
Regal Select Premium Interior Semi-	RsSeries™	Rudd IWS™ Wiping Stains (various
Gloss	RsStone®	colors)
Regency	RsTravertino®	Rudd Natuseal™ Stains (various
Rembrandt	RsWaterWax®	colors)
Res-Cure DS	Rubber Based Pool Paint	Rudd Nulustre™ Lacquer
RESTORZ	Rubbing Compound™	Rudd Nu-wave™ Lacquer (various
Rockwood Color Seal	Rudd Acryl Fin™ Finish	colors)
Rockwood W1000	Rudd Aerodry™ (various colors)	Rudd Nu-wave™ Sealers (various
Rodda AC Line	Rudd Basetoner™ (various colors)	colors)
Rodda Accent Primer	Rudd Catalast™ Lacquer (various	Rudd Nu-wave™ Stains (various
Rodda All Purpose Equipment	colors)	colors)
Enamel	Rudd Chromacat™ Lacquer (various	Rudd On-site™ Lacquer
Rodda Aqua Master	colors)	Rudd Plastiprime™ (various colors)
Rodda Cat-A-Lac	Rudd Chromawipe NVO™ Wiping	Rudd Primer Undercoater (various
Rodda Color Base	Stain (various colors)	colors)
Rodda Control Primer	Rudd Chromawipe™ Wiping Stain	Rudd Prism™ Waterborne Stains
Rodda Crystal Clear	(various colors)	(various colors)
Rodda EZE Coat	Rudd Colorplex™ Lacquer (various	Rudd Problend 350 VOC™
Rodda Fast Dry Floor Finish	colors)	Spray/Wiping Stains (various
Rodda First Coat	Rudd Colorplex™ Undercoaters	colors)
Rodda Horizon	(various colors)	

Rudd Problend TC™ Spray/Wiping Stains (various colors)	Simpson Mar -Proff Lacquers	Step Safer
Rudd Problend™ Spray/Wiping Stains (various colors)	Simpson Traffic /Curb Marking Paint	Stick It
Rudd Pro-Hibuild™ Lacquer	Simpson Vinyl Sanding Sealer	Stifel GC
Rudd Pro-Hibuild™ Sealer	Simpson Water White Lacquer	Stifel SC
Rudd Pro-Hibuild™ Undercoater (various colors)	Simpson Wood Coatings	Stifel VC
Rudd Prothane™	Sinak HS-30	Stix Acrylic Bonding Primer
Rudd Pro™ Lacquer	Sinak Matter 20	Stix Solvent Bonding Primer
Rudd Pro™ Sealer	SkimStone® Protective Sealer	Stone Care International
Rudd Quickstack™ (various colors)	SkimStone® Select Finish	Stone Mason
Rudd Terraset™ Stain Concentrates (various colors)	Skylight	Stop Rust
Rust Arrestor	Smart Seal	Storm Shield
Rust Oleum	Smoke Stop	Stripers Choice Traffic paint
Rust Scat	SoftTex™	StucoLux™
Rustic II	Solid Color Exterior Stain	StucoLux™ Fine Polishing
SafeChoice	Somay Acrylic Latex	StucoLux™ Hi-Lite
Safecoat	Somay Primer/Undercoater	StucoLux™ Marmorino
Safecoat Naturals	Somay Elastomeric Patch & Seal	StucoLux™ Metallic Metal
SandStone™	Somay Elastomeric Wall Mastic	StucoLux™ Seal
Satin Impervo Finish Enamel	Somay Field Line Marker	Sun Proof® Paint
Satin Thane Finish	Somay Gator-Hyde	Sun Proof® Stains
SeaFin AquaSpar Gloss and Satin	Somay HyCote	Sunfast
SeaFin Filler/Stain	Somay Premium Acrylic Latex	Sunshield 3800
SeaFin Ship n'Shore Sealer	Somay Surface Conditioner &Primer	Sunshield 3800FR
SeaFin Super Spar Varnish	Somay Premium Floor Enamel	Super Acrylic II
SeaFin Teak Oil	Somay Premium High Hyde	Super Craft Latex Field Marking Paint
Seal & Finish	Somay Premium PST	Super Kote
Seal Grip® Primers (Acrylic &Oil)	Somay Premium Roof Paint	Super Kote 1000
Seal Lock Alcohol Based Primer/Sealer/Stain Killer	Somay Roof Mastic	Super Kote 3000
SENGUARD™	Somay Sports Court Non-Skid coating	Super Kote 5000
Serena&Lily	Somay SterlShield Fungstatic Paint	Super Spec 100% Acrylic Exterior Flat
Setcoat®	SoSlow®	Super Spec 100% Acrylic Exterior Satin
Severe Weather Contractor Finish	Spar Varnish	Super Spec 100% Acrylic Semi-Gloss Enamel
Shake Shield	Spatter Add™	Super Spec Acrylic Exterior Stain 179
SheilSlone Primer GL	Spatter Gel™	Super Spec Alkyd Calcimine Recoater
Shell Stone	Speed Cote	Super Spec Alkyd Enamel Undercoater & Primer Sealer
Shingle Seal	Speed Primer	Super Spec Alkyd Exterior Primer
Show Kote	Speedcote	Super Spec Alkyd Semi-Gloss Enamel
Shur-Fill	Speedhide®	Super Spec Busan 100% Acrylic Exterior Primer
Sikkens Cetol	Speedhide® Latex Block Filler	Super Spec DTM Sweep-Up Flat
Sikkens Rubbol	Speedhide® MaxBuild™	Super Spec DTM. Alkyd Low Lustre Enamel
Silathane II Interior-Exterior Acrylic	Speedhide® WB Alkyd (New Tech.)	Super Spec Flat Latex House Paint
Silathane Interior-Exterior Alkyd	SpeedLine Lacquers	Super Spec Green - Eggshell 781
Silk Stone	Speedpro®	Super Spec Green - Flat
Silken Touch®	Speedsheen	Super Spec Green - Primer
Silken Touch® Ceiling White	Speedwall	Super Spec Green - Semi-Gloss
SILOX SEAL "A" SIDE	Speedwall	Super Spec Hp Alkyd Metal Primer
Siloxy Seal	Sport Paint (all colors)	Super Spec Hp Clear Acrylic Sealer
Simply Glaze	Sport Poly 350 Sga	Super Spec Hp DTM Acrylic
Simpson Black Fill Coat	Sport Seal 350 Sga	
Simpson CAB Acrylic clear and pigmented lacquers	SR PRO 7	
Simpson Contractors lacquers	Stain & Seal™	
Simpson Conversion Varnish	Stainmaster	
	STAIN-PROOF ORIGINAL™	
	STAIN-PROOF PLUS™	
	Start Right	
	StencilFX™	

Super Spec Hp DTM Alkyd Gloss Enamel	SWC NatureColor® Recoater (various colors)	TK Tri -Sheen Tilt-up
Super Spec Hp DTM Alkyd Low Lustre Enamel	SWC NatureOne Renew	TK Tri Wall
Super Spec Hp DTM Alkyd Semi-Gloss Enamel	SWC NatureOne® 100% Acrylic Exterior (various colors)	TK Tri-Sheen Coarse
Super Spec Hp Shop-Coat Alkyd Metal Primer	Synteko Best	TK Vinyl Prep primer
Super Spec Hp Universal Metal Primer	Synteko Classic	Top Choice
Super Spec Hp Urethane Alkyd Gloss Enamel	Synteko Extra	Total Wood Preservative
Super Spec Interior Alkyd Satin	Synteko Natural	Total-ProTM
Super Spec Latex Block Filler	Synteko Pro	Tough Shield
Super Spec Latex Eggshell Enamel	Synteko Sealmaster	Tough Tex
Super Spec Latex Enamel Undercoater Primer & Sealer	Synteko Sealmaster	Tough Walls
Super Spec Latex Exterior Primer	T20 II Multi Purpose Sealer	Towerthon
Super Spec Latex Flat	Tack Coat	Traffic Satin Single
Super Spec Latex House & Trim Paint	Tag-Out Graffiti Paint	TRIM MAGIC
Super Spec Latex Pearl Finish	Take One Scenic Paint	Trim Paint - Glidden
Super Spec Latex Semi-Gloss Enamel	Temproof 1200 Stove paint	Tru Seal
Super Spec Latex Vapor Barrier Primer Sealer	Tex Mettalic Top coat(different collors)	TrueTint Stone™
Super Spec Low Lustre Latex House Paint 185	Tex*Cote Base	Tru-Flex Tennis Court & Athletic Field Coatings
Super Spec Prep Coat White	Tex*Cote Block Filler	TuffGuard
Super Spec Sanding Sealer	Tex*Cote Classic	TWP
Super Spec Satin-Fil	Tex*Cote Gard	TWP MILDEW SEALER
Super Spec Stain Blocking Alkyd Primer	Tex*Cote Metal Primer	UGL Pro Finish (all Gloss Levels)
Super Spec Sweep Up Alkyd Semi-Gloss	Tex*Cote TC100	Ultra Color Devoe Paint
Super Spec Sweep Up Latex Semi-Gloss	Tex*Cote TC300	Ultra Hide 150 Exterior
Super Spec Sweep Up Spray Alkyd Eggshell	Tex*Cote TC400	Ultra Hide 150 High-Build
Super Spec Sweep-Up Alkyd Flat	Tex*Cote TC600	Ultra Hide 150 Interior
Super Spec Sweep-Up Latex Flat	Tex*Cote Topcote	Ultra Hide 150 Masonry
Super Spec Sweep-Up Production Alkyd	Tex*Cote XL70 Water Base	Ultra Hide 250
Super Sport	TexClear	Ultra Spec WB Interior Eggshell
Super Sport Finish w/o Crosslinker	Texcrete	Ultra Spec WB Interior Flat
Super Sport Sealer	Texcrete Wb	Ultra Spec WB Interior Satin
Superdeck	TexPrep Primer	Ultra Spec WB Interior Semi-Gloss
Superflat	TexProtect	Ultra Tech Eco Interior Latex Dry Fall Flat
Supreme Acrylic	TexSeal	Ultra Tech Exterior Paint
Supreme Oil	Texture Coat™	Ultra Tech Interior Paint, Primer,Sealer
Sure Shine	TextureFil™	Ultra Tech Pre-Catalyzed WB Epoxy Semi-Gloss
Sure Step™ Anti Slip Coating	The Faux Store®	Ultra Tech Zero VOC
SureTred Deck Coating Kit	The Freshaire Choice	Ultra Zar Plus (Gloss/Satin)
Surmax	Thick SandStone™	Ultra-Fill
Sur-Prep V Rust Converter	Tile Guard	Ultra-Hide
SWC NatureColor® Base Coat (various colors)	Timber Pro UV Internal Wood Stabilizer	Ultra-Lastic
	Timber Pro UV Crystal Urethane	Ultra-Prime
	Timber Pro UV Deck & Fence Formula	UltraTech Acrylic Wood Primer
	Timber Pro UV Internal Concrete Sealer	UltraTech Acrylic-Epoxy Concrete & Masonry Sealer
	Timber Pro UV Log&Siding Formula	UltraTech Universal Water-Based Metal Primer
	Timber Pro UV Masonry Top Sealer	Unit-Ready
	Timberflex	URA-FLOOR GLOSS WB URETHANE
	Timberflex II	Ure-Sheen
	Timberflex Pro	Ure-Sheen CRU
	Timberlox	Ure-Sheen CRU (CA)
	Titanium Series	Ure-Sheen W
	TK HD Eggshell	UV Plus
	TK Matte Latex	UV Plus for Hardwoods
	TK Satin Gloss Latex	

Valspar	Vista Metal Pro Primer	XL70 Base
Valspar Anti-Rust	Vista Paint Coverall Maintenance Coating	X-O Rust
Valspar Climate Zone	Vista Premium Flat Wall	X-OUT PLUS
Valspar Color Style	Vista PVA Primer	X-SEAL
Valspar Decorator	Vista Roof Coating	ZAP Primers
Valspar Duramax	Vista Seal Kote PVA Sealer	Zar Ultra Exterior Polyurethane (all gloss Levels)
Valspar Elan	Vista Tilt -Up Primer	Zar Classic (all Gloss Levels)
Valspar Integrity	Vista Unicoat	Zar Clear Wood Sealer
Valspar Medallion	Vista Uniprime	Zar Clear Wood Sealer Toner Base
Valspar Medallion Primers	Vista Weathermaster	Zar Deck&Siding Stains Solid and Semi-Transparent (all colors)
Valspar Prep-Step Primers	Vistat Uni-Prep	Zar Exterior Polyurethane (Gloss/Satin)
Valspar Pro 2000 Interior Contractor Finish	VistaTerminator II	Zar Exterior Water Base Polyurethane (Gloss/Satin)
Valspar Professional Bonding Primer	Vivid Accents	Zar Interior Polyurethane (all Gloss Levels)
Valspar Professional Exterior	Vogue from Muralo Deep Color finishes	Zar Ultra Interior Polyurethane (all Gloss Levels)
Valspar Professional Exterior Primer	Wall Kote	Zar Ultra Max OMU (all gloss Levels)
Valspar Professional Interior	Wall Supreme™	Zar Ultra Max Rejuvenator
Valspar Professional New Construction Primer	WallHide®	Zar Ultra Max Sanding Sealer
Valspar Professional PVA Primer	Wall-Up	Zar Ultra Max Wipe On
Valspar Restoration Series	Watco	Zar Ultra Max Wood Stains (all colors)
Valspar Signature Colors	Waterblock Masonry Waterproofing Smooth	Zar Wood Stains (all colors)
Valspar Tractor & Implement	Waterborne Ceiling Paint	Zehnung
Valspar Ultra Premium	Waterborne Pool Paint	Zinsser
Valspar Weathercoat	Waterborne Satin Impervo Enamel	ZoneLine™ Zone Marking Paint
Value	Waterlox Original High Gloss Finish -TB 3182	ZoneMark™ Athletic Field Marking Paint
Varathane	Waterlox Original Satin Finish-TB 6044	ZoneMark™ Athletic Field Marking Paint
Varnish Plus™	Waterlox Original Sealer/Finish-TB 5284	
Velour Devoe Paint	Waterlox VOC Compliant Satin Finish-TB 6035	
Velvin ETU	Waterlox VOC Compliant Satin FinishTB 6045	
Veneciano	Waterlox VOC Compliant Sealer/Finish-TB 6038	
Venetian Gem Bellissimo®	Weather All	
Venetian Gem™ Basecoat	Weatherking	
VenetianGem®	Weatherking Primer	
Verdigris Color™	WeatherOne CoverCoat	
Verdigris Package™	WeatherOne Stain	
Versatex	Weatherproof Aluminum Paint	
Vinyl Flat™	Wipe on Zar (Semi Gloss/Satin)	
Vinyl Latex Flat	Wolman	
Vista Duraspray	Wonder Guard	
Vista Acribond	Wonder Hide	
Vista Acribond Aquaseal	Wonder Pure	
Vista Acriglo	Wonder Shield	
Vista Acripoxy	Wonder Tones	
Vista Acrithane	Wonder-Pro	
Vista Acrithane Sanding Sealer	WONDER-PRO	
Vista Acrylic Primer , Filler	Woodline Poly	
Vista Acryliccoat	Woodsman	
Vista Acustic Kote	X-360 GREY	
Vista Block Kote	X-360 PRIMER	
Vista Breezewall	X-900 CLEAR COAT	
Vista City Guard		
Vista Coverall		
Vista Coverall Low Vis Maintenance		
Vista Duraglide		
Vista Duratone		
Vista Hi Build Sealer		



[insert date] 2012

[your entity name]

[your address]

[your city, state, zip]

Re: Participation in the California PaintCare Paint Recycling Program

Dear [your entity contact name]:

The purpose of this letter (the “Letter”) is to express [entity name]’s interest in partnering with PaintCare, Inc. in the California Paint Architectural Recovery Program (the “Program”), as set forth in Cal. Public Resources Code §§ 48700 – 48706 (2010) (the “Legislation”). The primary purpose of the Program is to create an architectural paint stewardship program that collects, transports, recycles and properly disposes postconsumer paint to reduce its cost and environmental impact. Accordingly, to fulfill its obligations under the Legislation, PaintCare must contract with various service providers to manage collection facilities. The facility currently managed by [entity name] is such a facility that has expressed interest in participating in this program and is considering participating in the services provided for by Attachment A.

This Letter is not intended to create or constitute any legally binding obligation between the [entity name] and PaintCare, and neither PaintCare nor [entity name] shall have any liability to the other with respect to the Letter until a fully integrated, definitive agreement, and other related documents and agreements, are prepared, executed and delivered by and between all parties.

By signing below [entity name] expresses its interest in participating in the Program and agrees that PaintCare can communicate this interest to CalRecycle in its presentation of its April 1, 2012 Program Plan.

We are excited about [entity name]’s role in the PaintCare stewardship plan.

Very truly yours,

PaintCare, Inc.

By: _____
Marjaneh Zarreparvar
Executive Director

Date: _____

By: _____
Name: [entity contact name]
Title: [entity contact title]

Date: _____

Attachment A: Program Options

Please check the following activities that the participant is interested in participating in:

- 1) Collection site only: PaintCare provides (or pays for) paint storage containers, transportation and off-site paint recycling/processing.
- 2) Reuse: PaintCare pays \$0.25 per container for direct reuse. Customer must sign liability waiver form. Site must document reuse volumes and submit with invoice to PaintCare.
- 3) On-site reprocessing of latex paint: PaintCare pays per gallon. Site must document volumes and submit with invoice to PaintCare.
- 4) Bulking of latex paint: PaintCare pays per 55-gallon drum. Site must document volumes and submit with invoice to PaintCare. Site provides drum.
- 5) Bulking of oil-based paint: PaintCare pays per 55-gallon drum. Site must document volumes and submit with invoice to PaintCare. Site provides drum.
- 6) Internal transportation: Transportation of paint from “satellite” collection sites to your primary collection facility. Satellite collection sites may include transfer stations, landfills, retailers or other. PaintCare pays per unit (e.g. tote, drum). Transporter to document volumes or weight transported.
- 7) Additional services. Please explain and include a cost.

Attachment B: Program Information

1. List the following for each Permanent HHW Facility or Recycle Only (ABOP) Facility

Facility	Facility name	
	Sponsor (agency that holds the PBR)	
	Site address	
Sponsor	Contact Person	
	Contact Phone	
	Contact Email	
	Days & hours of operations	
	Audience – HHW, CESQG, or both?	
Contractor	Company (day to day operator)	
	Contact Person	
	Contact Phone	
	Contact Email	
Volumes	Latex Paint Collected 2010-11	
	Oil Based Paint Collected 2010-11	
If paint is stored in cu yd boxes (totes)...	Is there space to stack totes 3 high?	
	How many totes can be stored?	
	Would latex and oil based paint be kept separate or commingled?	

2. List the following for planned Temporary Collection Events

One Day Events	How many annual (one day) events?	
	Who is the sponsoring agency?	
	How many different sites do you use?	
Cities	Please list all cities where there are one day events held by this sponsor.	

3. Satellite Sites (current and future)

	Are there multiple sites and is paint from one or more sites taken to another site to be consolidated?	
	List the address and city of each satellite site and indicate the number of cubic yard boxes (totes) that can be stored at each site.	

4. Explain any other related service offered or issues you would like to tell PaintCare.

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Letters / Notifications of Interest

<i>County</i>	<i>Dated</i>	<i>Letter Signer</i>	<i>Agency / Affiliation</i>
Alameda	Feb 17	Bill Pollock	Alameda County Environmental Health
Alameda	Mar 22	Ken Pianin	City of Fremont Fire Department
Butte	Feb 15	Steve Roderick	Butte County Public Works Department
Butte	Mar 5	Chuck Rough	Town of Paradise
Calaveras	Mar 26	Tom Garcia	Calaveras County Dept. of Public Works
Colusa	Mar 20	Gary Evans	Colusa County Public Works
Contra Costa	Feb 16	David Wyatt	Central CC Sanitary District
Contra Costa	Mar 6	Peter Nuti / Chris Lehon	West CC Integrated WMA
Contra Costa	Mar 7	Scott Hanin	City of El Cerrito Environmental Services Division
Contra Costa	Mar 21	David Krueger	City of San Ramon
Contra Costa	Mar 30	Amanda Roe	Delta Diablo Sanitation District
Del Norte	Feb 22	Kevin Hendrick	Del Norte Solid WMA
Fresno	Mar 19	Robert Allen	(Private Recycler in Selma)
Humboldt	Feb 22	Chuck Shager	Eel River Disposal & Resource Recovery
Humboldt	Mar 13	Patrick Owen	Humboldt WMA
Imperial*	Apr 2	Bob Douthitt	Imperial Valley Rsc Management Agency
Kern	Feb 17	Lyn Beurmann	Kern County WM Department
Los Angeles	Feb 28	Dean Kubani	City of Santa Monica
Los Angeles	Mar 13	Justin Lewis	City of Lancaster
Los Angeles	Mar 19	Vasken Demirjian	City of Glendale
Los Angeles	Mar 30	Karen Coca	City of Los Angeles
Marin	Mar 14	John Lippitt	City of San Rafael Fire Department
Mendocino	Feb 27	Mike Sweeney	Mendocino SW Mngmt. Agency
Monterey	Mar 21	Glenn Evett	Monterey Regional WM District
Monterey*	Apr 4	Susan Warner	Salinas Valley SW Authority HHW
Napa	Feb 22	Steve Lederer	Upper Valley WMA
Napa*	Feb 21	Richard Luthy	Napa-Vallejo WMA
Nevada	Mar 26	Daria Kent	Nevada County Dept. of Public Works
Placer	Apr 6	James Durfee	Western Placer WMA

*received after April 2, 2012

Letters / Notifications of Interest

<i>County</i>	<i>Dated</i>	<i>Letter Signer</i>	<i>Agency / Affiliation</i>
Riverside	Mar 12	Hans Kernkamp	Riverside County
Sacramento	Mar 9	Paul Philleo	Sacramento County
Sacramento	Mar 13	Rod Miller	City of Folsom
Sacramento*	May 8	Steve Harriman	City of Sacramento
San Benito	Mar 5	Normandy Rose	San Benito County IWM Regional Agency
San Bernardino	Feb 21	Ionie Wallace	San Bernardino County Fire Dept HHW Program
San Bernardino	Mar 15	Dan Chadwick	City of Fontana
San Diego	Mar 20	Tom Blair	City of San Diego - Environmental Services Dept.
San Francisco	Mar 19	Melanie Nutter	City & County of San Francisco Dept. of Environment
San Joaquin	Mar 29	Kimbra Andrews	San Joaquin County
San Luis Obispo	Feb 21	William Worrell	San Luis Obispo County IWMA
San Mateo	Mar 8	Waymond Wong	San Mateo County Environmental Health Svcs.
Santa Barbara	Mar 6	Mark Schleich	County of Santa Barbara
Santa Barbara	Mar 7	Ron Vilarino	City of Santa Maria Utilities Department
Santa Barbara	Mar 20	Brian Borgatello	Marborg Industries
Santa Clara	Feb 22	Ron Arp	City of Palo Alto
Santa Clara	Mar 28	Dennis Kalson	County of Santa Clara
Santa Cruz	Mar 12	John Presleigh	County of Santa Cruz
Shasta*	May 4	Christina Piles	City of Redding Solid Waste Utility
Sierra	Mar 28	Mary Jo Rust	Sierra County Dept. of Public Works & Transportation
Solano	Mar 21	Hector De La Rosa	City of Rio Vista
Solano*	Apr 4	Kari Holmes	City of Vacaville DPW
Sonoma	Mar 27	Henry Mikus	Sonoma County WMA
Tehama	Mar 13	Kristina Miller	Tehama County Sanitary Landfill Agency
Trinity	Mar 27	Mark Lockhart	Trinity County Solid Waste
Tuolumne	Feb 21	Bev Shane	Tuolumne County Solid Waste
Ventura	Mar 14	Bruce Belluschi	Ventura County IWMD
Ventura*	Apr 16	Gail Kaufman	City of Thousand Oaks Dept. of Public Works
Yolo	Feb 15	Marissa Juhler	County of Yolo

*received after April 2, 2012

Appendix J. GIS Report and Exhibits

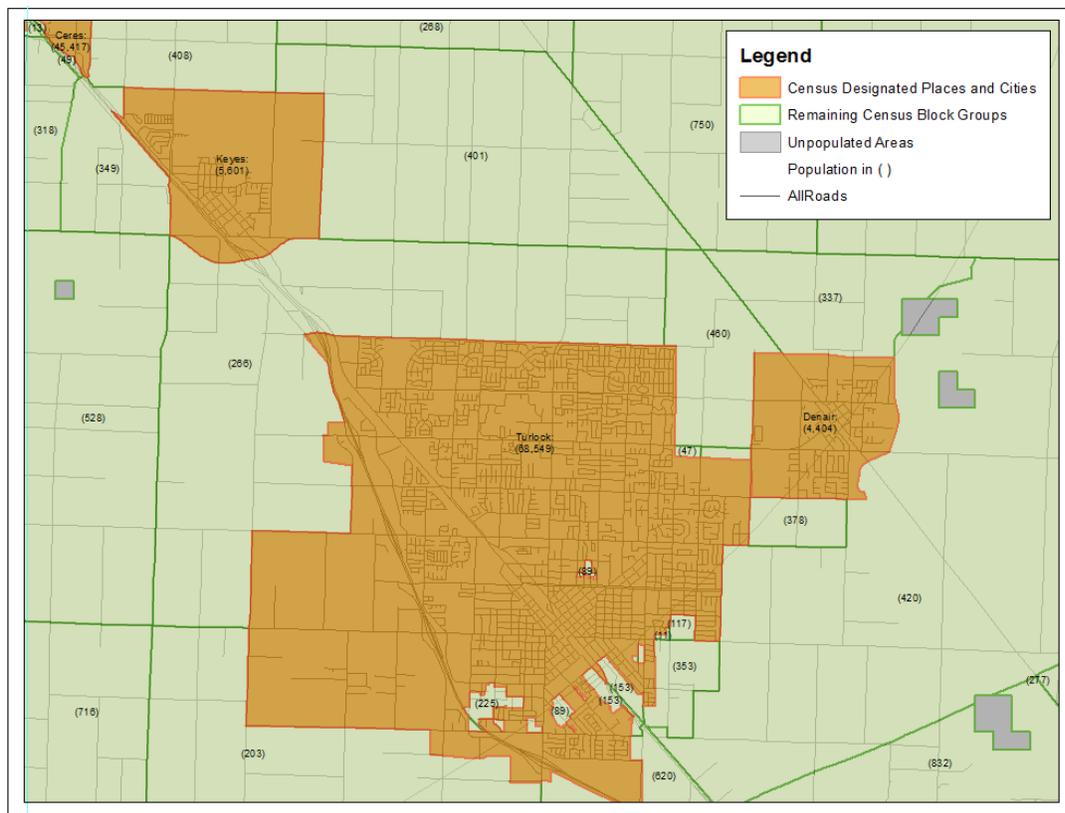


Service Level Methodology for California PaintCare

At the broadest scale, establishing minimum level of service requires the intersection of collection site service areas and population by area. To figure out geographic distribution of population for the State of California, polygonal spatial datasets containing Census population counts data were sourced from the U.S. Census bureau. As the analysis required classification of populated places by urban typology (<10,000 persons, 10,000-20,000 persons etc.), but still also required complete State-wide coverage, two specific datasets, Census Block Groups and Census Designated Places, were unioned together to form a fabric of population classified by urban typology.

To create this dataset, a significant amount of geographic processing was required to reduce the effect of overlaps between the two datasets as their boundaries were not coincident. Additionally, the compiled dataset was still not centered in terms of population. That is to say, within a homogenous polygon with a given population total, it is assumed that the population within that polygon is evenly distributed. This would not be problem if the polygon in question was quite small (i.e., at the sub-block group level). However, as the resulting dataset contained the comparatively larger Census Designated Places, an additional step of “centering” the population was required. This was accomplished through the addition and intersection of a State-wide road network dataset. The addition of this dataset served two purposes: first it outlined very clearly where populated (or at least urbanized areas) are located, and second, at a reasonable scale, it became possible, through the road dataset, to establish driving distances to facility locations.

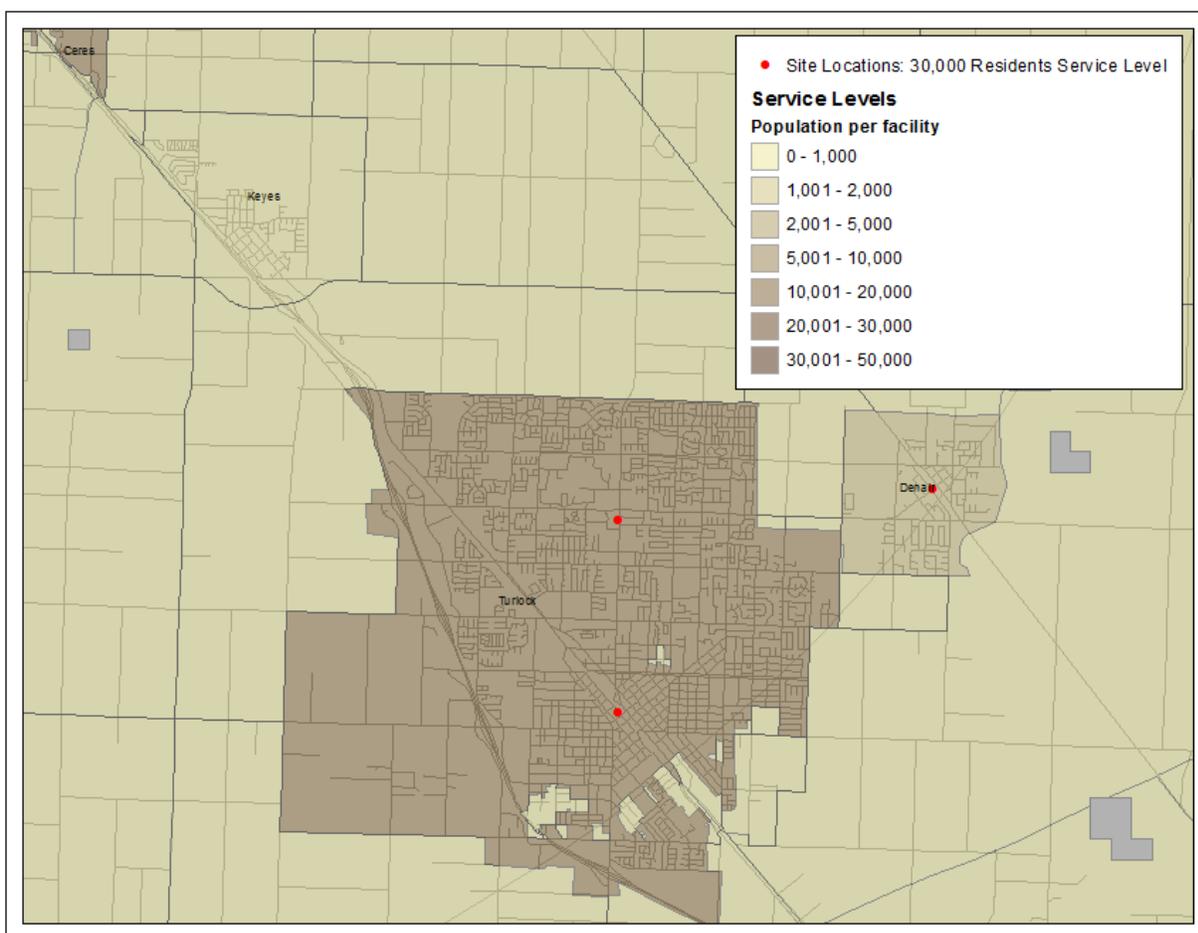
Figure 1, displays the final composite population dataset with roads overlaid on top.



Once the population dataset was completed and checked for accuracy and quality, it became possible to establish service areas for each possible location using a set Euclidean distance of 15 miles. Each service area was merged into one composite layer that was then intersected with the abovementioned population layer. The area of intersection between the merged service areas and the population layer was compared to the original area of the population layer. The resulting ratio was then multiplied against the population of the original population layer to result in a total of serviced population. For instance, if a populated place was entirely covered by the combined service areas, we assumed that 100% of the population had access to a collection site. If 90% of a populated place was covered by combined service areas we assumed that 90% of the population had access to a collection site, and so on. Using the entire dataset of 2,153 sites (retail location identified by PaintCare as potential collection sites), at the 15 mile interval, approximately 95% of the State's population was serviced by at least one facility.

However, this measure does not take into account additional coverage or increased levels of service. That is to say, for each population polygon how many residents are there per collection site service area? To answer this question an additional spatial analysis was undertaken to summarize the number of overlapping service area sites in each population polygon. For instance, if a populated place had a population of 100,000 people and had access to five overlapping service areas, its level of service would be 1 site for every 20,000 persons. Using the dataset of 2,153 sites, it was established that, on average, one site service area existed for every 3,600 residents in the State. As the stated service level goal of at least one site per 30,000 residents was considerably lower than the aforementioned amount, it became necessary to optimize site locations such that a good (but not overwhelming) level of service was provided equitably across the State.

Figure 2 displays resulting service levels using the final one site per 30,000 persons dataset. Note that more highly populated areas have a (comparatively) lower level of service.



To optimize site location, a recursive algorithm was developed to iteratively remove clustered sites to ensure adequate coverage while minimizing service area overlap. Essentially, each site was compared to all other sites within a 30 mile radius. If a site was assessed to be non-isolated (clustered), it received a 25% probability to be removed from the dataset. Additionally, if a site was assessed to be highly clustered (within ¼ mile of another site) it received an additional 10% probability to be removed from the dataset. Accordingly in each run of the iterative model, up to 35% of clustered sites could be randomly removed from the dataset. At the end of each model run, metrics were rerun to establish both minimum service (site within 15 miles of 90% of the population) and additional service (one site per population of 30,000). If either the 90% minimum service level or the 30,000 persons per site thresholds were exceeded, the model would end its loop and the results would be analyzed accordingly.

The results of the location optimization are displayed below in figure 3

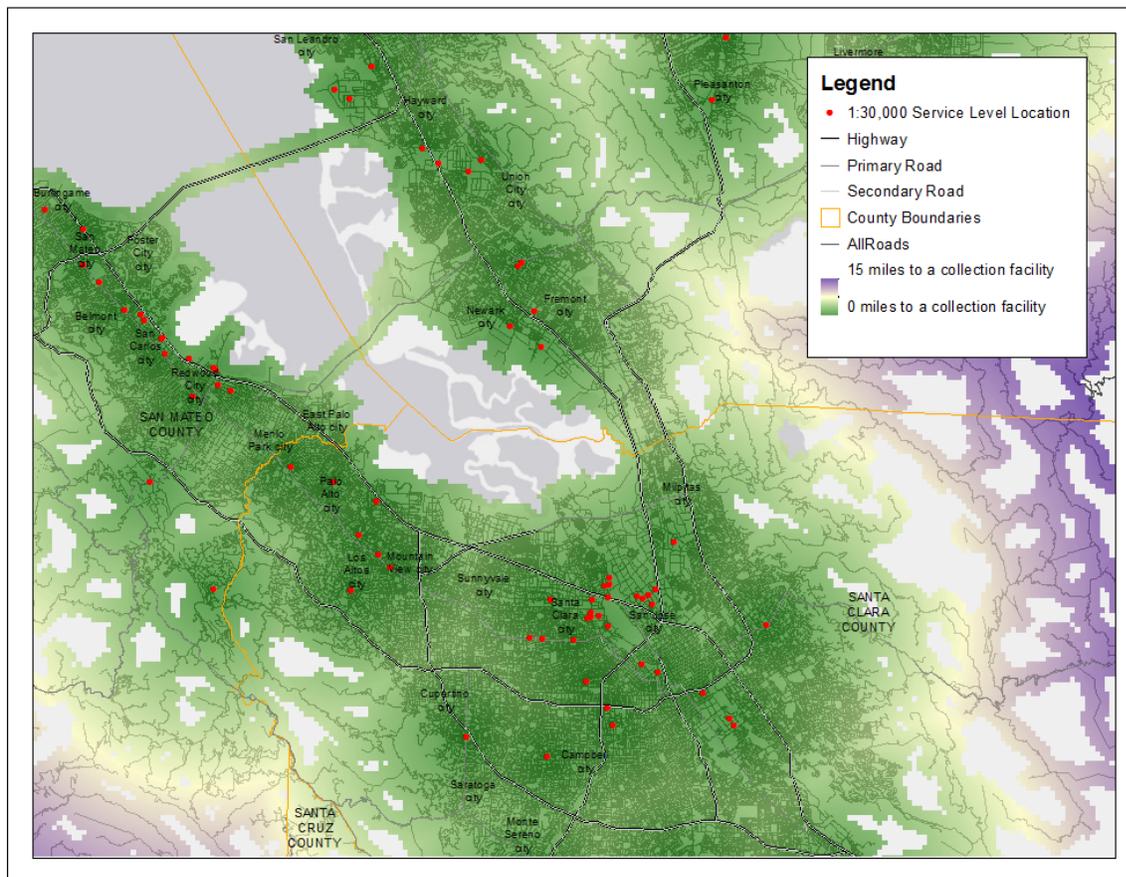
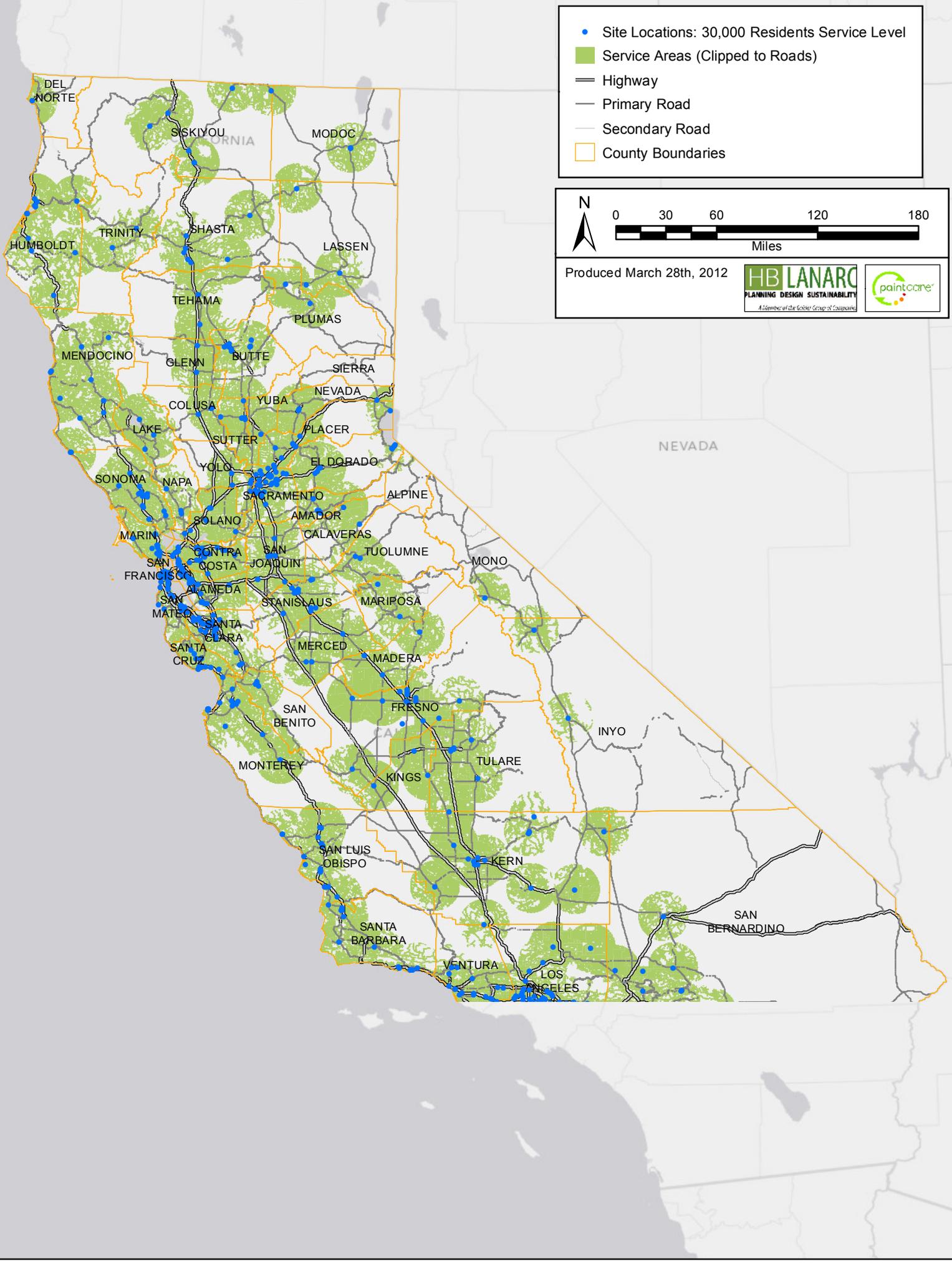
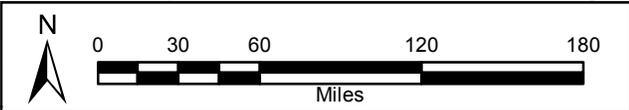


Table J. Number of Collection Sites Based on 30K or 50K Population Groups

<i>County</i>	<i>30K</i>	<i>50K</i>	<i>County</i>	<i>30K</i>	<i>50K</i>
Alameda	30	15	Orange	46	30
Alpine	0	0	Placer	10	5
Amador	4	3	Plumas	2	2
Butte County	9	5	Riverside	27	20
Calaveras	2	1	Sacramento	33	23
Colusa	3	2	San Benito	5	2
Contra Costa	30	17	San Bernardino	26	18
Del Norte	1	1	San Diego	47	33
El Dorado	9	5	San Francisco	25	17
Fresno	15	7	San Joaquin	8	6
Glenn	2	2	San Luis Obispo	16	10
Humboldt	11	11	San Mateo	19	11
Imperial	2	2	Santa Barbara	15	11
Inyo	2	2	Santa Clara	26	20
Kern	18	11	Santa Cruz	15	12
Kings	3	3	Shasta	7	3
Lake	3	1	Sierra	0	0
Lassen	3	2	Siskiyou	7	6
Los Angeles	135	85	Solano	6	4
Madera	3	3	Sonoma	15	12
Marin	11	6	Stanislaus	13	5
Mariposa	2	2	Sutter	6	2
Mendocino	11	7	Tehama	2	2
Merced	3	2	Trinity	2	2
Modoc	2	2	Tulare	6	3
Mono	1	1	Tuolumne	2	2
Monterey	13	8	Ventura	16	10
Napa	3	2	Yolo	3	3
Nevada	3	1	Yuba	1	1
			Total	740	484



- Site Locations: 30,000 Residents Service Level
- Service Areas (Clipped to Roads)
- == Highway
- Primary Road
- Secondary Road
- County Boundaries



Produced March 28th, 2012

Appendix K

Appendix K from the original Plan was deleted.

The information has been incorporated into Appendix N.

**DEPARTMENT OF RESOURCES RECYCLING AND RECOVERY**

801 K STREET, MS 19-01, SACRAMENTO, CALIFORNIA 95814 • (916) 322-4027 • WWW.CALRECYCLE.CA.GOV

December 6, 2011

Alison Keane
Vice President, Government Affairs
American Coatings Association
1500 Rhode Island Ave., NW
Washington, DC 20005

Re: CalRecycle Estimates of California Architectural Paint Recovery Program Administrative Fee

Dear Alison,

This letter is in response to your request for a written estimate of the administrative fee that the Department of Resources Recycling and Recovery (CalRecycle) anticipates invoicing to PaintCare for services rendered under Public Resources Code Section 48700. In providing this, I want to reiterate CalRecycle's commitment to make every effort to keep costs related to administering and enforcing this law to a minimum, and to implement its responsibilities in the most efficient manner possible.

While we are unable to provide a final invoice for FY 10/11 through FY 11/12 administrative costs at this time because services are still being provided for this period, we understand that this information is critical in enabling PaintCare to prepare its program plan and budget. Therefore, CalRecycle wishes to provide you with the following estimates of administrative fees based on the staff time that we anticipate will be needed for this program.

The cost estimates listed below were presented at the November 2, 2011 public meeting where CalRecycle discussed anticipated revisions to the proposed regulation based on comments received during the first 15-day public comment period. These cost estimates cover three different time periods:

November 2010 – June 30, 2012	\$200,000
July 1 2012 – June 30, 2013	\$400,000
July 1 2013 – June 30, 2014	\$375,000

These are based on estimated staff time for developing the necessary regulations and administrative procedures to implement the department's responsibilities; plan review and approval; ongoing responsibilities such as annual report review, enforcement, administration (e.g., tracking and reporting of hours, preparing invoices, accepting payment, etc.); and audits, as necessary, to assist with enforcement. The costs are comprised of various estimated percentages of different staff time from our Enforcement, Audits, Legal, IT, Accounting, and Materials Management and Local Assistance programs.

Staff expects that the annual administrative fee for subsequent fiscal years will remain around \$375,000, assuming that the program is implemented smoothly and that enforcement costs in particular do not increase significantly.

I look forward to continuing to work together to ensure this program's success.

Sincerely,

A handwritten signature in blue ink, appearing to read "Caroll Mortensen".

Caroll Mortensen, Director



Cc: Sande George
Gene Livingston

Appendix M. Latex Paint Processors

Acrylatex Coatings and Recycling Inc.

Based in Azusa, CA, Acrylatex focuses on paint to paint recycling. Acrylatex manufactures four main products from their feedstock: an Acrylatex-branded quality recycled paint product, graffiti cover paint, latex-based asphalt coating slurry, and an artificial landscape rock product made from dried paint solids that are fractured, painted and coated. Their finished products may be sold to domestic or international markets. Paint solids that are unsuitable for any of their products are solidified and sent to appropriate landfill. Unrecyclable or residual latex liquids and wash waters are transported to an off-site waste water treatment facility for proper management.

Amazon Environmental Inc.

Amazon is the largest paint recycler in the U.S. with locations in Riverside, CA, Pryor, OK and Fridley, MN. Material from the California PaintCare Program would be managed at their Riverside location. Amazon has the ability to manage both loosepack and bulk latex paint and claims a zero landfill rate. Re-blended quality paint is resold as Amazon branded paint while lower quality or unmarketable colors may be sold for graffiti abatement. Finished products may be sold to domestic or international markets. Bulk paint that is either not color separated or of bad quality is used as a binder or dust control agent in the manufacture of various products including Portland cement. Amazon also manufactures a bio-mass product; postconsumer latex paint coated wood chips and saw dust. Coating and binding the wood makes it a suitable fuel substitute in certain cement kiln applications.

California Paint Recycling Inc.

CPR is based in Sacramento, CA and focuses on paint to paint recycling and paint reuse. Loosepack latex paint cans are first evaluated for visual appeal, content quality and fullness. CPR sells these cans in their original containers to domestic and international markets. They also manufacture several types of paint including a CPR-branded quality recycled paint and a blend with postconsumer and virgin product. Lower quality paints are blended into graffiti cover. Finished products may be sold to domestic or international markets.

Filter Recycling Services Inc.

FRS in Rialto, CA focuses on paint reuse and recycling. Loosepack latex paint cans are evaluated for visual appeal, content quality and fullness. FRS sells these cans in their original containers in the Southern California market. They also blend partial cans into a 100% postconsumer paint. Unrecyclable paint is solidified for landfill.

GDB International Inc.

GDB is a paint exporter specializing in off-spec and postconsumer paint export. Their main processing facility for postconsumer paint is based in Nashville, IL. Latex paint is recycled, repackaged and relabeled as GDB branded paint. Finished products are exported to Asia, Central America, South America and Africa.

Visions Paint Recycling Inc.

Visions has locations in Sacramento and Oroville, CA and focuses on paint to paint recycling. They have the ability to manage both loosepack and bulk latex paint and claim a zero landfill rate. They manufacture a quality color sorted 100% postconsumer product and a secondary line suitable for graffiti abatement. Off-color, soured or hard paint is blended with drying agents to manufacture a road-base product.

Appendix N

The following 51 pages are referred to in the Program Plan as the Municipal Contract Template.

This document includes the Site Collection Guidelines, which were called Appendix K in the original Plan.



CALIFORNIA ARCHITECTURAL PAINT RECOVERY PROGRAM

1500 Rhode Island Ave, NW

Washington DC 20005

(855) 724-6809

**California Architectural Paint Recovery Program
Collection Facility and Waste Paint Management
Services Agreement**

Between

PaintCare Inc.

and

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**CALIFORNIA ARCHITECTURAL PAINT RECOVERY PROGRAM
COLLECTION FACILITY AND WASTE PAINT MANAGEMENT SERVICES
AGREEMENT**

This Agreement is made on this ___ day of _____, 2012 (“Agreement”) by and between _____ located at _____ (the “Service Provider”) and PaintCare Inc., a Delaware corporation having its office at 1500 Rhode Island Ave., N.W., Washington, D.C. 20005. (“PaintCare”).

RECITALS

Whereas, PaintCare is the program manager of the California Architectural Paint Recovery Program (the “Program”), as set forth by Cal. Public Resources Code §§ 48700 – 48706 (2010) (the “Legislation”);

Whereas, PaintCare desires to enter into agreements with hazardous waste and paint collection facilities for the purposes of collecting Program Products (as defined below);

Whereas, the Service Provider is a **[TO BE FILLED IN AT TIME OF CONTRACT NEGOTIATION]** that desires to participate in the Program by collecting Program Products;

Whereas, PaintCare wishes to obtain the services of the Service Provider for the collection of Program Products in **[TO BE FILLED IN AT TIME OF CONTRACT NEGOTIATION]** County; and

Whereas, the Service Provider may desire, but is not required, to engage in additional activities that are part of the Program, including Reusing, Reprocessing, Bulking and Internal Transportation.

Now, therefore, for and in consideration of the terms of this Agreement and the mutual promises and covenants contained herein, the parties hereto agree as follows.

ARTICLE 1 – DEFINITIONS

- 1.1 “Bulking” means opening individual cans of paint and combining the latex paint into 55 gallon drums marked “Latex Paint” and the oil-based paint into a separate 55 gallon drum marked “Oil-Based Paint.”
- 1.2 “Collect/Collected/Collection” means accepting from the public, and properly identifying and packing for transportation Program Products at Collection Facilities.
- 1.3 “Collection Containers” are containers provided by or approved for use by PaintCare or its contractors to hold Program Products.

- 1.4 “Collection Facilities” means all permanent collection facilities and Temporary Collection Events that are owned, leased, subleased, or otherwise controlled by the Service Provider and listed in Attachment D: Collection Facility Information, which is incorporated by reference as if set forth in full.
- 1.5 “Including” means “including but not limited to.”
- 1.6 “Indemnified Parties” is defined in Article 9.
- 1.7 “Internal Transportation” means the Service Provider’s use of its own employees or independent contractors selected by the Service Provider to transport Program Products to its Collection Facilities from various locations.
- 1.8 “Law” means all existing and future federal, state, and local statutes, laws, codes, ordinances, decrees, rules, regulations, requirements, and orders, of any governmental authority, entity, or agency whether federal, state, municipal, local, or other government body or subdivision, including those relating to unemployment compensation, worker’s compensation, disability, taxes, worker and public health and safety, the environment, and the Program.
- 1.9 “Loose Pack” or “Loose Packing” means placing acceptable Program Products that are still in the original containers into Collection Containers provided by or approved for use by PaintCare or its contractors for pick up by Transportation Providers.
- 1.10 “Materials and Activities” mean materials, supplies, tools, vehicles, equipment, labor, water, light, power, facilities, construction of any nature, supervision, and all other services, acts, activities, resources, and goods, but not Collection Containers, necessary for the Service Provider to comply with and fully perform its obligations under the Agreement.
- 1.11 “Non-Program Products” mean products not covered by the Program that are collected and managed by the Service Provider.
- 1.12 “Program Products” mean the materials described in Section 3 of Attachment B, which is incorporated by reference as if set forth in full.
- 1.13 “Reprocessed/Reprocessing” means the combining of acceptable latex paint at the Collection Facilities for resale or to give away to consumers.
- 1.14 “Required Insurance” is defined in Article 10.
- 1.15 “Reuse” or “Reusing” means selling or giving away of paint to the public without combining it with the paint from other cans and without removing it from its original container.
- 1.16 “Services” mean the services described in this Agreement and in the Attachments hereto, including any and all Materials and Activities.
- 1.17 “State” means the State of California.

- 1.18 “Stockpile” means accumulating more than 20 Collection Containers, as measured by a one cubic yard box, of Program Products at any one of the Collection Facilities.
- 1.19 “Temporary Collection Events” mean an event hosted by the Service Provider to Collect Program Products at locations within the Service Provider’s geographical area, as defined in Attachment D: Collection Facility Information.
- 1.20 “Transportation Providers” mean independent contractors hired by PaintCare to transport Program Products from the Collection Facilities.

ARTICLE 2 – TERM OF AGREEMENT

- 2.1 The Services shall commence upon the start date of the Program, as determined by the State or as designated by the terms of this contract. PaintCare will notify the Service Provider at least thirty (30) days prior to the start date, or as soon as practical after the State determines the start date if there is less than thirty (30) days before such start date, and shall remain in full force and effect for a period of two (2) years after the start date.
- 2.2 Option Years. This Agreement shall be automatically renewed each year for additional one (1) year terms unless either party notifies the other in writing at least sixty (60) days in advance of the renewal term commencement date that the Agreement shall not be renewed. The pricing of each option year will be the same as the pricing during the previous contract period unless otherwise agreed to in writing by PaintCare.
- 2.3 If the Agreement is not renewed, unless otherwise instructed by PaintCare, the Service Provider, before the end of the term of the Agreement, shall assemble all Collection Containers supplied by PaintCare whether or not full, and shall make them available for pick up at one of the Service Provider’s Collection Facilities by a Transportation Provider. In addition, the Service Provider, at no additional cost to PaintCare, shall: (a) cooperate fully at the direction of PaintCare in the orderly transition of the Services to its successor, and (b) undertake the orderly cessation of the Services.

ARTICLE 3 – GENERAL OBLIGATIONS OF THE SERVICE PROVIDER

- 3.1 This Agreement applies to Program Products and Non-Program Products received by the Service Provider from California sources. In consideration of PaintCare’s payments, if any, to the Service Provider for the Services, the Service Provider agrees to:
 - a. Collect Program Products and Loose Pack them into Collection Containers to be picked up by Transportation Providers;

- b. Perform the Services provided for in Attachment A: Scope of Work and provide such Services in conformity with Attachment B: the California Architectural Paint Recovery Program Collection Facility Guidelines, both of which Attachments are incorporated by reference as if set forth in full, in accordance with the terms and conditions of this Agreement;
- c. Be responsible for:
 - i. Making day-to-day and critical decisions regarding the Services including the Collection, identification, handling, sorting, Reuse, Loose Packing, Reprocessing, Bulking and Internal Transportation of Program Products, and the undertaking, managing, and supervising of those activities; and
 - ii. Achieving compliance with applicable Law; and
- d. Be responsible for and manage at the Service Provider's expense all Non-Program Products; and
- e. Secure and lock the Collection Facilities at all times when the facilities are closed or not attended; and
- f. As appropriate, and in accordance with Attachment A: Scope of Work, manage all collected Program Products gathered through the Collection Facilities only in the following ways and not dispose of Program Products in any other method without the prior written approval of PaintCare:
 - i. By placing the acceptable latex paint or oil-based paint "as is" out for Reuse;
 - ii. By Loose Packing;
 - iii. By Reprocessing; or
 - iv. By Bulking.

Should a discrepancy exist between the terms of this Article 3.1(f) and Attachment A, Attachment A shall control.

- 3.2 Unless agreed upon by PaintCare, the Service Provider shall not charge a fee to a consumer or customer for dropping off Program Products but may charge a fee for accepting any Non-Program Products outside of the PaintCare Program.
- 3.3 The Service Provider shall provide the Services at its own risk.
- 3.4 The Service Provider shall take every precaution to protect all public and private property during the performance of the Services. Any damage to PaintCare's or one of its contractor's property that is caused by Service Provider's personnel or equipment shall be promptly repaired to the condition existing before the damage or be replaced. All costs of repairs or replacements shall be solely the responsibility of the Service Provider.

- 3.5 The Service Provider may not change the Services, including Attachment A: Scope of Work, or the locations that constitute the Collection Facilities without prior written approval from PaintCare.
- 3.6 The Service Provider shall thoroughly familiarize itself with the nature and scope of the Services under this Agreement and with matters which may affect the Services, including the Law governing the Services and this Agreement. Any failure by the Service Provider to thoroughly familiarize itself with such matters shall not relieve the Service Provider of its obligations under this Agreement.
- 3.7 Work under this Agreement shall be performed only by competent personnel under the management, supervision, and direction of, and in the employment of, the Service Provider. Service Provider will comply with PaintCare's reasonable requests regarding assignment of personnel, should any be made, but all personnel, including those assigned at PaintCare's request, must be managed, supervised, and directed by the Service Provider. The Service Provider shall commit adequate resources to participate in the Program.
- 3.8 The Service Provider shall provide and pay for any and all Materials and Activities.
- 3.9 Project deliverables, as identified in Attachment A: Scope of Work, paragraph 6, including notifications, reports, and cost and schedule commitments, are as integral a part of the Services as are the technical requirements. The Service Provider shall respond to all reasonable requests from PaintCare for preparation, access, review, and adjustment of these deliverables throughout the term of this Agreement.
- 3.10 The Service Provider shall perform the Services primarily at Collection Facilities and shall provide PaintCare and its representatives with reasonable access, as provided in Article 8.1, to all places under the Service Provider's control where the Services are performed in order for PaintCare to fulfill its rights under Article 8.1.
- 3.11 The Service Provider shall commence performing the Services under this Agreement on the start date set forth in Article 2.1 and shall perform such duties continuously and diligently until they are completed in accordance with this Agreement.

ARTICLE 4 – REPRESENTATIONS AND WARRANTIES

The Service Provider represents, covenants, and warrants that:

- 4.1 The Service Provider is a **[TO BE FILLED IN AT TIME OF CONTRACT NEGOTIATION]** in good standing and qualified to carry on business in California and has the approval, capacity, and authority to enter into this Agreement and to supply or utilize the personnel, services and facilities of the Service Provider to perform the obligations of the Service Provider under this Agreement;

- 4.2 This Agreement does not in any way conflict with any other agreements of the Service Provider;
- 4.3 The Service Provider possesses the business, professional, and technical expertise, training, and Materials and Activities required to perform the Services;
- 4.4 The Service Provider shall perform the Services in a diligent, safe, and workmanlike manner that conforms with generally accepted industry and professional practices, and the care and skill ordinarily exercised, for such Services; and
- 4.5 The Service Provider and/or its facilities, employees, or agents, have been issued, as of the date of this Agreement and throughout the term of the Agreement, all material permits, licenses, certificates, or approvals required by applicable statutes, ordinances, orders, rules and regulations necessary to perform the Services.

ARTICLE 5 – GENERAL OBLIGATIONS OF PAINTCARE

- 5.1 Within two (2) weeks of a request placed by the Service Provider, PaintCare shall cause the pick-up and transport of Program Products not subject to Reuse or Reprocessing Collected by the Service Provider to intermediary locations, processors, or other final destination that are part of the Program at the expense of PaintCare.
- 5.2 PaintCare shall provide or approve for use Collection Containers to the Service Provider for each of the Collection Facilities in providing the Services. All Collection Containers supplied by PaintCare shall remain the property of PaintCare.
- 5.3 PaintCare shall have no authority to manage, direct, or supervise employees, representatives, or agents of the Service Provider, including how they perform the work and achieve compliance with applicable Law. PaintCare shall not have responsibility for making day-to-day and critical decisions regarding the Services, including the Collection, identification, handling, sorting, Reuse, Loose Packing, Reprocessing, Bulking and Internal Transportation of Program Products, and the undertaking, managing, and supervising of those activities.
- 5.4 Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the Service Provider. The Service Provider shall not restrict PaintCare from contracting with other entities under the Program, including other service providers with collection facilities in the Service Provider's geographical region, as defined in Attachment D.

ARTICLE 6 – TITLE AND RISK OF LOSS

- 6.1 The Service Provider shall have title to and risk of loss and liability for any Program Products and Non-Program Products that the Service Provider receives through the Program, including any risk of loss and liability under the federal Comprehensive Environmental Response, Compensation and

Liability Act, 42 U.S.C. § 9601 *et seq.*, or Carpenter-Presley-Tanner Hazardous Substance Account Act, *Cal. Health & Safety Code § 25300 et seq.*

- 6.2 PaintCare shall not be responsible for any damage to persons or property as a result of the use, misuse, or failure of any equipment used by the Service Provider, or by any of its employees or contractors, including the Collection Containers, even though such equipment is furnished, rented, or loaned to the Service Provider by PaintCare.

ARTICLE 7 – CONSIDERATION AND PAYMENT

- 7.1 Consideration shall be to the Service Provider through the provision of Collection Containers, spill kits, the transportation and processing of Program Products and other services incident to the management of the Program. Payment for any additional Services provided by the Service Provider, if any, shall be made in the manner set forth in Attachment C, which is incorporated by reference as if set forth in full. Payment for any Services shall be made in United States currency. Other than the Collection Containers and the payment obligations outlined in Attachment D, PaintCare will not provide or reimburse the Service Provider for: (a) the Materials and Activities; and (b) the sole collection of Program Products.
- 7.2 The Service Provider shall invoice PaintCare on a monthly basis, either by hard copy or electronically, as determined by PaintCare. Invoices furnished by the Service Provider under this Agreement must be in a form acceptable to PaintCare, and, at PaintCare's sole discretion, PaintCare reserves the right to refuse payment on any portion thereof, until it is acceptably presented.
- a) Each invoice shall include the information included in Attachment E: Model Invoice, which is incorporated by reference as if set forth in full, and shall state:
 - i. The unique, identifying invoice number;
 - ii. The specific work categories of Services provided for under the Agreement;
 - iii. The specific quantity of units invoiced under each category, as appropriate; and
 - iv. Additional information as agreed to in writing by the parties that is unique to the Services being performed by the Service Provider.
 - b) Each invoice shall include the signature of the Service Provider employee responsible for submitting the invoice and a certification that the invoice accurately reflects the work performed.
- 7.3 All amounts paid by PaintCare to the Service Provider are subject to audit by PaintCare.

7.4 All invoices shall be submitted to PaintCare by the method directed by PaintCare and/or at the address specified below. All payments made by PaintCare to the Service Provider shall be submitted at the address specified below.

To: PaintCare Inc.
Attn: _____
Fax: _____
E-mail: _____
Address: _____

[SERVICE PROVIDER]
To: _____
Attn: _____
Address: _____

7.5 Provided that the Service Provider has supplied the required information and otherwise performed its obligations under this Agreement, PaintCare shall pay such invoice within forty-five (45) days of the date that PaintCare receives the invoice. In the event PaintCare has a good-faith objection to an invoice, PaintCare shall pay the undisputed amount pursuant to the terms of this Agreement and notify in writing the Service Provider of said objections and describe in reasonable detail the basis for the objections. The Arbitration provisions in Article 16 shall be used to resolve such disputed portion of an invoice. During any such dispute, the Service Provider shall continue with its responsibilities under this Agreement and shall not stop providing the Services or terminate the Agreement; and PaintCare shall be obligated to make all payments due to the Service Provider over which there is no good faith dispute.

7.6 PaintCare's payment of all or a part of an invoice shall neither relieve the Service Provider of any of its obligations under this Agreement nor constitute a waiver of any claims by PaintCare.

7.7 The Service Provider warrants that all documents including invoices, billings, back-up information for invoices, and reports submitted by the Service Provider to PaintCare to support amounts invoiced in connection with the Services truly reflect the facts about the activities and transactions to which they pertain to the best of the knowledge of the Service Provider, and the Service Provider represents that PaintCare, for whatever purpose, may rely upon all such documents and the data therein as being complete and accurate. The Service Provider further agrees to promptly notify PaintCare upon discovery of any instances where the Service Provider becomes aware of any discrepancies in relation to documents under this Article 7.7.

ARTICLE 8 – AUDIT AND INSPECTION RIGHTS OF PAINTCARE

- 8.1 PaintCare and its representatives shall have the right to (a) monitor and verify that the Service Provider has complied with this Agreement and the applicable Law; and (b) consult with the Service Provider about such compliance; provided, however, that PaintCare shall not, and affirmatively disclaims any ability to, control supervise or manage (1) the employees of the Service Provider; (2) the activities undertaken by the Service Provider in the performance of this Agreement; and (3) the means by which the Service Provider meets all requirements, including applicable Law. PaintCare may, within 24-hour notice, audit and inspect, with full access, the Service Provider's Collection Facilities during the Collection Facilities' hours of operation, unless more immediate access is required in the event of an emergency.
- 8.2 The Service Provider agrees to maintain and to make available to PaintCare, during regular business hours, accurate books and accounting records relating to its Services under this Agreement. The Service Provider will permit PaintCare to audit, examine, and make excerpts and transcripts, for any books or records, and to make audits of invoices, materials, payrolls, records or personnel and other data related to all other matters covered by this Agreement, whether funded in whole or in part under this Agreement. The Service Provider shall maintain such data and records in an accessible location and condition for a period of not less than three (3) years after final payment under this Agreement or until after final audit has been resolved, whichever is later. The Service Provider will include this requirement in any subcontract for the Services performed under this Agreement.
- 8.3 In addition to those reports detailed in Attachment A: Scope of Work, the Service Provider shall maintain records detailing:
- a. The number of gallons of paint given to PaintCare's contracted Transportation Provider to transport in the form of a Bill of Lading. The Bill of Lading shall include:
 - i. The name, address, and telephone number of the originating Collection Facility, the Transportation Provider, and the destination of the Program Products.
 - ii. The quantity of Program Products being transported.
 - iii. The date on which the Transportation Provider accepts the Program Products from the originating location.
 - iv. The signatures of the Transportation Provider and a representative of the originating Collection Facility.
 - b. The volume of paint managed through Reuse or Reprocessing;
 - c. Records of any inspections required by Law;

- d. Records of Appendix A in Attachment B: CESQG Certification, which is incorporated by reference as if set forth in full; and
- e. Records of Appendix B in the Attachment B: Paint Reuse Waiver, which is incorporated by reference as if set forth in full.

ARTICLE 9 – INDEMNIFICATION

- 9.1 The Service Provider's Indemnification of PaintCare. The Service Provider, its successors and assigns, agrees to defend, indemnify, and hold harmless PaintCare and its sole member, as identified under its Certificate of Incorporation, and their member companies, officers, directors, stockholders, employees, successors, assigns, attorneys, agents, and invitees ("Indemnified Parties") from and against all claims, suits, demands, obligations, losses, damages (including punitive or exemplary damages), liabilities, expenses (including legal fees, expenses of litigation, court costs, and reasonable costs of investigation), and causes of action of every kind whatsoever, whether based in contract, tort, statute, common law, or strict liability, which are claimed in any way to result from, arise out of, or are connected with the performance of the Services, operations, or obligations under the Agreement awarded to the Service Provider. This indemnification shall not apply to the extent any claims, suits, demands, obligations, losses, damages, liabilities, expenses, or causes of action are proven to result from negligence, willful misconduct, or breach of this Agreement attributable to PaintCare. The foregoing indemnity shall include reasonable fees of attorneys, consultants and experts and related costs and PaintCare's costs of investigating any claims against PaintCare.
- 9.2 The Service Provider shall be responsible for special, consequential, indirect, or incidental damages resulting in whole or in part from the Service Provider's acts or omissions. Nothing in this Agreement shall constitute a waiver or limitation of any rights that PaintCare may have under the applicable law.
- 9.3 Limitation of PaintCare's Liability. PAINTCARE'S PAYMENT OBLIGATIONS UNDER THIS AGREEMENT SHALL BE LIMITED TO THE PAYMENT OF THE COMPENSATION PROVIDED FOR IN THIS AGREEMENT. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, IN NO EVENT SHALL PAINTCARE BE LIABLE, REGARDLESS OF WHETHER ANY CLAIM IS BASED IN CONTRACT OR TORT, FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, OR INCIDENTAL DAMAGES, INCLUDING LOST PROFITS, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE SERVICES PERFORMED IN CONNECTION WITH THIS AGREEMENT.

ARTICLE 10 – INSURANCE

- 10.1 The Service Provider at its own expense shall carry and maintain on a continuous basis the following insurance coverage during the term of this

Agreement and thereafter as provided below, unless self-insured in a manner approved by PaintCare in writing:

- a. Commercial General Liability insurance written on an occurrence basis covering personal injury, property damage, and bodily injury and death with limits not less than \$1,000,000 each occurrence, and \$2,000,000 in the aggregate. The Commercial General Liability insurance carried pursuant to this Article 10.1(a) shall include: i) comprehensive form; ii) premises – operations, improvements, and equipment; iii) explosion and collapse hazard; iv) underground hazard; v) products/completed operations hazard; vi) contractual insurance; vii) broad form property damage; viii) independent contractors; ix) personal injury; and x) all liability assumed under and indemnities provided under this Agreement;
- b. Commercial Automobile Liability insurance written on an occurrence basis covering bodily injury and property damage with limits not less than \$1,000,000 for each occurrence combined single limit, if the Service Provider is providing Internal Transportation Services;
- c. Workers' Compensation Insurance as required by the State of California or other applicable Law;
- d. Environmental Pollution Liability Insurance with limits not less than \$2,000,000 each occurrence, and \$5,000,000 in the aggregate, including coverage for on-site or off-site claims for bodily injury, death, property damage or clean-up costs, for on-site and off-site clean-up and abatement costs and natural resource damages, for releases during transportation and related claims, clean-up, abatement or damages, and for costs incurred for clean-up or abatement or for other damages or claims at or in connection with any non-owned disposal, treatment, recycling, reclamation, unloading, storage, or other such locations on a blanket basis; and
- e. Excess/umbrella follow form coverage covering the risks insured in the above policies with limits of not less than \$X,000,000 each occurrence, and \$X,000,000 in the aggregate (all of the foregoing, the “Required Insurance”).

10.2 The Required Insurance shall contain or be endorsed to contain PaintCare, its officers, agents, and employees, as additional insureds, and as an additional named insured for the Environmental Pollution Liability Insurance, and a waiver of subrogation in favor of PaintCare and its officers, agents, and employees. The Service Provider agrees to obtain any endorsement that may be necessary to affect the waiver of subrogation. The Required Insurance policies shall contain a written statement in the policies or in endorsements thereto that they are each primary insurance (except that the excess/umbrella policy is excess to the indicated policies only) to any other insurance available to the Service Provider or to any additional insureds or additional named insureds, and

shall contain a separation of insureds provision stating that the insurance applies separately to each insured against whom a claim is made or a suit is brought and that the actions or omissions of any insured which might give rise to application of an exclusion to coverage shall only apply to that insured actually committing the actions or omissions.

- 10.3 The Service Provider shall provide a certificate of insurance complying with this article within fifteen (15) days of execution of this Agreement or twenty-four (24) hours before Services under this Agreement commence, whichever date is earlier demonstrating that the Required Insurance is in full force and effect and all premiums paid. The certificate of insurance shall have no disclaimers of liability. All Required Insurance shall be placed with insurers with rating comparable to A-, VIII, or higher, that are authorized to do business in the State of California, and that are satisfactory to PaintCare. Approval of the insurance by PaintCare will not relieve or decrease the liability of the Service Provider hereunder. Certified copies of all binders of insurance, policies of insurance, and all endorsements thereto shall be provided to PaintCare within seven (7) days of its written request for the same.
- 10.4 All Required Insurance policies shall provide thirty (30) days' advance written notice to PaintCare of reduction or nonrenewal of coverage or cancellation of coverage for any reason.
- 10.5 Should any of the Required Insurance be provided under a claims-made form, the Service Provider, at its sole expense, shall maintain such coverage continuously throughout the term of this Agreement and, without lapse, and for a period of three (3) years beyond the expiration or termination of this Agreement, to the effect that, should occurrences during the contract term give rise to claims made after expiration or termination of the Agreement, such claims shall be covered by such claims-made policies.
- 10.6 Should any of the Required Insurance be provided under a form of coverage that includes a general annual aggregate limit or provides that claims investigation or legal defense costs be included in such general annual aggregate limit, such general annual aggregate limit shall be double the each occurrence or each claim limits specified above.
- 10.7 Should any of the required insurance lapse during the term of this Agreement or during the three-year period set forth in Section 10.5 above, requests for payments originating after such lapse shall not be processed until PaintCare receives satisfactory evidence of reinstated coverage as required by this Agreement, effective as of the lapse date. If insurance is not reinstated, PaintCare may, at its sole discretion, terminate this Agreement effective on the date of such lapse of insurance and/or procure such insurance meeting all of the requirements of this Agreement and charge the Service Provider for all costs (including premiums and broker's commissions) of the same.

- 10.8 All deductibles, self-insured retentions, or similar amounts under the Required Insurance policies shall be in amounts acceptable to PaintCare in its sole discretion. All deductibles, self-insured retentions or similar amounts shall be sole responsibility of the Service Provider and shall not be paid by or payable by PaintCare.
- 10.9 If a subcontractor will be used to complete any portion of this Agreement or to provide any Services, the Service Provider shall ensure that the subcontractor provides insurance coverage as set forth herein and meeting all of the above requirements for the Required Insurance, including naming PaintCare, its officers, agents and employees and the Service Provider as additional insureds or additional named insured in conformity with the above provisions and provide a waiver of subrogation.
- 10.10 All Required Insurance shall be subject to audit and review by PaintCare or its designees at any time. Service Provider promptly shall cooperate with all reasonable requests made in connection with such audit or review. If any deficiencies are found during such audit or review related to any of the Required Insurance, they shall be corrected by Service Provider at its sole expense as soon as reasonably possible and, in any event, within fourteen (14) days of being provided with notice thereof.

ARTICLE 11 – TERMINATION OF AGREEMENT

- 11.1 Either party may terminate this Agreement or any Services under this Agreement upon prior written notice if the other party:
- a. has breached any material provision of this Agreement, and has failed to cure such breach within ten (10) days of receiving written notification of such breach from the other party; or
 - b. has violated applicable Law.

The notice of termination shall specify the date on which this Agreement or Services terminates if not cured and the reasons for termination.

- 11.2 PaintCare may terminate this Agreement at any time upon sixty (60) days written notice to the Service Provider, without cause.
- 11.3 If this Agreement is terminated under this Article, PaintCare shall pay the Service Provider the fees provided herein for the Services performed to the date of the termination of this Agreement.
- 11.4 At the time of termination of this Agreement, unless otherwise instructed by PaintCare, the Service Provider shall assemble all Collection Containers supplied by PaintCare whether or not full, and shall make them available for pick up at one of the Service Provider's Collection Facilities by a Transportation Provider.

ARTICLE 12 – ASSIGNMENT AND SUBCONTRACTING

- 12.1 This Agreement and the obligations and rights hereunder shall not be assignable, novated, or otherwise transferred by operation of law by the

Service Provider without the express written consent of PaintCare, which consent shall not be unreasonably withheld. Any change of control by the Service Provider, shall be deemed an assignment that requires prior written consent. A “change of control” includes, among other items, any merger, consolidation, sale of all or substantially all of the assets or sale of a substantial block of stock of the Service Provider.

- 12.2 The Service Provider may not subcontract any part of the Services without prior written approval of PaintCare. As part of any subcontract hereunder, the Service Provider must include the following articles and attachments to the extent applicable for the Services being provided by the Subcontractor: Articles 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 14, 15, 16, 17, 18, and 19 and Attachments A and B. If the Service Provider does subcontract out any portion of the work, after notice and consent are given, nothing contained in this Agreement or otherwise, shall create any contractual relationship between PaintCare and the subcontractors, and no subcontract shall relieve the Service Provider of its responsibilities and obligations hereunder. The Service Provider agrees to be as fully responsible to PaintCare for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Service Provider.
- 12.3 The Service Provider’s obligation to pay its subcontractors is an independent obligation from PaintCare’s obligation to make payments to the Service Provider. As a result, PaintCare shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.

ARTICLE 13 – FORCE MAJEURE

- 13.1 Except for the obligation to pay for Services, any delay or failure of either party to perform its obligations hereunder shall be suspended if, and to the extent, caused by the occurrence of a Force Majeure. In the event that either party intends to rely upon the occurrence of a force majeure to suspend or to terminate its obligations, such party shall notify the other party in writing immediately, or as soon as reasonably possible, setting forth the particulars of the circumstances. Written notices shall likewise be given after the effect of such occurrence has ceased.
- 13.2 “Force Majeure” means riots, wars, civil disturbances, insurrections, acts of terrorism, epidemics, acts of nature whose effects preventing safe passage of vehicles upon state or federal highways for a continuing period of not less than fourteen (14) days and federal or state government orders, any of which is beyond the reasonable anticipation of the applicable party and which prevents performance of this Agreement, but only to the extent that due diligence is being exerted by the applicable party to resume performance at the earliest possible time.

ARTICLE 14 – NOTICES

Except where otherwise expressly authorized, notice shall be by e-mail, facsimile, first class certified or registered mail, or by commercial delivery service issuing a receipt for delivery and addressed as set forth below, unless changed in writing by the party to whom the notice is being sent. Notice shall be effective upon delivery.

To: PaintCare Inc.
Attn: _____
Fax: _____
E-mail: _____
Address: _____

[SERVICE PROVIDER]

To: _____
Attn: _____
Fax: _____
E-mail: _____
Address: _____

ARTICLE 15 – INDEPENDENT CONTRACTOR STATUS

- 15.1 The parties intend that the Service Provider, in performing the services specified herein, is acting as an independent contractor and that the Service Provider will control the work and the manner in which it is performed. This Agreement is not intended and may not be construed to create the relationship between the parties of agent, servant, employee, partnership, joint venture, or association.
- 15.2 The Service Provider shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Agreement all compensation and benefits. The Service Provider shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Service Provider.
- 15.3 The Service Provider understands and agrees that all persons performing work pursuant to this Agreement are, for purposes of Workers' Compensation liability, solely employees of the Service Provider and not employees of PaintCare. The Service Provider shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Service Provider pursuant to this Agreement.

ARTICLE 16 – ARBITRATION

- 16.1 Both parties shall, in good faith, attempt to negotiate resolutions to all disputes arising out of this Agreement.
- 16.2 Subject to the conditions and limitations of this Article, any controversy or claim arising out of or relating to this Agreement shall be exclusively settled by arbitration under the laws of the State of California, in accordance with the rules of the American Arbitration Association.
- 16.3 The parties agree to consolidation of any arbitration between them with any other arbitration involving, arising from or relating to this Agreement.
- 16.4 Each party hereto accepts the jurisdiction of the courts of the State of California for the purposes of commencing, conducting and enforcing an arbitration proceeding pursuant to this Article. Each party hereto further agrees to accept service of notice of the other party's intent to proceed with arbitration, and of any other step in connection therewith or enforcement thereof, if such notice is in writing and sent by certified letter addressed to said party and such notice shall have the same effect as if the party had been personally served within the State of California.
- 16.5 Any decision of an arbitrator engaged under this Article shall be final, binding and enforceable upon both parties.
- 16.6 The Service Provider shall continue with the responsibilities under this Agreement during any dispute.

ARTICLE 17 – COMPLIANCE WITH LAW

- 17.1 The Service Provider shall comply with all Law applicable to this Agreement.
- 17.2 Without PaintCare's prior written approval, the Service Provider shall not enter into negotiations with any government authority or agency to develop any variance or revision to the Law respecting matters covered by this Agreement.
- 17.3 The Service Provider shall promptly notify PaintCare in writing upon discovery of any failure, or any allegation of any failure, of the Service Provider or other persons or entities to comply with any applicable Law relevant to the performance of Services or any requirement of this Agreement.
- 17.4 Duties and obligations imposed by the Agreement, and rights and remedies available thereunder, shall be in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed by applicable Law.

**ARTICLE 18 – SAFETY, HEALTH, AND ENVIRONMENTAL PROTECTION;
RELEASES OF HAZARDOUS SUBSTANCES; EMERGENCY RESPONSE**

- 18.1 The Service Provider shall place the greatest importance and priority on safety, health, and environmental protection during performance of the Services.
- 18.2 The Service Provider shall be responsible for safety, health, and environmental protection related to and in the performance of the Services and shall take appropriate measures necessary to ensure that it: (a) provides and maintains safe, health-protective, and environmental-protective working areas at or in proximity to where the Services are performed, including adjacent areas; (b) properly protect and safeguard (i) all persons at or in proximity to the Services, including those in adjacent areas, from risk or injury and danger to health, and (ii) property and equipment from damage or loss; (c) complies with the requirements for household waste collection facilities pursuant to the California Health and Safety Code, sections 25218-25218.13; and (d) are aware of and comply with all other applicable health, safety and environmental Law, including the requirements of the U.S. Occupational Safety and Health Administration (“OSHA”), U.S. Environmental Protection Agency (“EPA”), delegated state programs authorized by OSHA and EPA, the California Department of Resources, Recycling, and Recovery, the California Environmental Protection Agency, the California Department of Toxic Substances Control, and applicable California certified unified program agencies.
- 18.3 The Service Provider shall not permit an unsecure, unsafe, unhealthful, or environmentally unsound condition or activity at any Collection Facility. If the Service Provider becomes aware of any such condition or activity, it shall immediately halt any part of its operations affected by or contributing to the same, promptly notify PaintCare, and take appropriate measures to correct the situation.
- 18.4 The Service Provider shall be responsible for complying with all applicable Law governing the generation, handling, management, treatment, storage, or disposal of hazardous wastes. The Service Provider shall not allow the release of hazardous substances, hazardous wastes, or hazardous materials that require a notification cleanup, or response action under any applicable Law, including the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), 42 U.S.C. § 6901 *et seq.*, the Hazardous Materials Transportation Act, 49 U.S.C. § 1801 *et seq.*, or Carpenter-Presley-Tanner Hazardous Substance Account Act, Cal. Health & Safety Code § 25300 *et seq.*
- 18.5 The Service Provider shall immediately notify PaintCare of any circumstance or occurrence during the performance of the Services that require reporting to any governmental authority under any applicable Law, including reporting to the National Response Center because of the release of a reportable quantity of hazardous substances pursuant to 42

U.S.C. § 9603 and Cal. Health & Safety Code 25507(a), and shall make such report immediately. The Service Provider shall ensure that any such reports are made within the applicable time limits and shall not delay making such reports because of the inability to notify PaintCare.

- 18.6 In the event of any action or occurrence during the performance of the Services which causes or threatens a release of a hazardous substance, hazardous waste, or hazardous material into the environment which presents or may present an imminent and substantial endangerment to public health or welfare or the environment and/or requires cleanup or a response action under applicable Law, the Service Provider shall immediately notify PaintCare and shall take all appropriate action to prevent, abate, minimize, and cleanup such release and endangerment in conformance with applicable Law including applicable cleanup standards. The Service Provider and not PaintCare shall be responsible for the costs of such action and any liability and damages of any type, including actual, incidental, consequential, and punitive damages, arising from any action or occurrence identified in this Article 18.6. The Service Provider shall not delay the undertaking of appropriate action because of the inability to notify PaintCare.

ARTICLE 19 – CONFIDENTIALITY/PUBLICITY

- 19.1 The Service Provider shall not disclose any details in connection with this Agreement to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the Service Provider's need to identify its services and related clients to sustain it, PaintCare shall not inhibit the Service Provider from publishing its role in the Program within the following conditions:
- a. The Service Provider shall develop all publicity material in a professional manner; and
 - b. During the term of the Agreement, the Service Provider shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of PaintCare without the prior written consent of PaintCare, which consent shall not be unreasonably withheld.
- 19.2 The Collection Facilities and any events may be listed, referenced or advertised as Collection sites by PaintCare for the Program during the term of this Agreement in accordance with the attached guidelines, herein incorporated by reference.

ARTICLE 20 – MISCELLANEOUS PROVISIONS

- 20.1 No Waiver. The failure at any time to enforce any provision of this Agreement or failure to exercise any right herein granted shall not

constitute a waiver of such provision or of such right thereafter to enforce any or all of the provisions of this Agreement.

- 20.2 Selective Waiver. Either party hereto may waive any default by the other party under this Agreement by an instrument in writing to that effect and any such waiver shall not extend to any subsequent or other default by such party. No failure on the part of any party to exercise, and no delay in exercising, any right hereunder shall operate as a waiver thereof. Either party may elect to selectively and successively enforce its rights hereunder, such rights being cumulative and not alternative.
- 20.3 Entire Contract/Order of Precedence. This Agreement and all attachments and exhibits hereto, and all referenced documents, including Attachment B, the California Architectural Paint Recovery Program Collection Site Guidelines, constitute the entire agreement between the parties with respect to the matters herein, and integrates, merges, and supersedes all prior negotiations, representations, or agreements relating thereto, whether written or oral, except to the extent they are expressly incorporated herein. The provisions of this Agreement and the accompanying document shall be construed and interpreted as consistent whenever possible. Any conflicts in this Agreement and the accompanying documents shall be resolved in accordance with the following descending order of precedence:
- a. Attachment A: Scope of Work;
 - b. The terms of this Agreement;
 - c. Attachment B: the California Architectural Paint Recovery Program Collection Site Guidelines;
 - d. Attachment C: Pricing;
 - e. Attachment D: Collection Facility Information
 - f. Attachment E: Model Invoice
- 20.4 Amendment or Modification. Unless otherwise provided herein, no amendments, changes, alterations, variations, or modifications to this Agreement shall be effective unless in writing and signed by the respective duly authorized officers of the parties hereto.
- 20.5 Severability. If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.
- 20.6 Calendar Days. Any reference to the word “day” or “days” herein shall mean calendar day or calendars days, respectively, including weekends and Federal Holidays unless otherwise expressly provided. To the extent

a deadline falls on a weekend or Federal Holiday, the next business day shall be the applicable deadline.

- 20.7 No Third Party Beneficiary. This Agreement is intended solely for the benefit of the parties hereto, and no third party has any right or interest in any provision of this Agreement or as a result of any action or inaction or any party in connection therewith.
- 20.8 Authorization. The Service Provider, or the representative(s) signing this Agreement on behalf of the Service Provider, represents and warrants that the Service Provider has full power and authority to enter into this Agreement and to perform the obligations set forth herein, and that the representatives signing this Agreement, have the authority to execute this Agreement on behalf of the Service Provider and to bind the Service Provider to its contractual obligations hereunder.
- 20.9 Survivability. The continuing obligations, rights and remedies of the parties under this Agreement, including those set forth in the sections relating to the Service Provider's representations and warranties (Article 4), title and risk of loss (Article 6), audit and inspection rights (Article 8), indemnification (Article 9), insurance (Article 10), independent contractor status (Article 15), arbitration (Article 16), compliance with the Law (Article 17), safety, health, and environmental protection releases of hazardous substances, emergency response (Article 18), and confidentiality/publication (Article 19) shall survive the expiration or termination of this Agreement.

IN WITNESS WHEREOF, the parties have each caused this Agreement to be executed by its duly authorized representative effective on the day and year first set forth below.

By:

Authorized Signatory
PaintCare Inc.

Authorized Signatory
[Name of Service Provider]

Print Name

Print Name

Print Title

Print Title

Date: _____

Date: _____

ATTACHMENT A: SCOPE OF WORK

The Service Provider will provide the following Services under the Program.

[Directions: All Service Providers shall choose which activities they are undertaking in sections 3 and 4. Those activities which the Service Provider is not undertaking will be stricken and replaced by the word “Reserved” in the relevant section. For example, if a Service Provider opted only to Collect Program Products, and not to provide any additional Service, the parties shall delete items 3b-3d and 4 in their entirety, and insert the word “Reserved” by each itemed number. Those that opt into selected services shall conform the provision as appropriate.]

- 1) Collect Program Products and put these Program Products into Collection Containers to be picked up by Transportation Providers.
- 2) The Service Provider shall not Stockpile Program Products, and shall notify PaintCare when there are at least five (5) Collection Containers full of Program Products for pick up by a Transportation Provider, but in any event, at least 180 days. PaintCare shall cause a Transportation Provider to pick up Program Products at a schedule agreed-upon by both entities from the Collection Facilities.
- 3) Manage all collected Program Products gathered through the Collection Facilities only in the following ways and not dispose of Program Products in any other method without the written approval of PaintCare:
 - a) By Loose Packing;
 - b) By placing acceptable latex paint or oil-based paint “as is” out of Reuse;
 - c) By Reprocessing latex paint; or
 - d) By Bulking.
- 4) Undertake Internal Transportation, at the Service Provider’s discretion.
- 5) Provide to PaintCare a minimum of ninety (90) days advance notice of any Temporary Collection Events conducted by the Service Provider that include the collection of Program Products that require PaintCare or its Transportation Providers to attend in order to pick up the Program Products collected at the Temporary Collection Event.

- 6) The Service Provider shall provide the following reports to PaintCare on a monthly basis, within thirty (30) days of the end of each month. Reports shall include:
- a) Date and location of any Temporary Collection Events held by or on behalf of the Service Provider;
 - b) The number of Collection Containers of Program Products removed by PaintCare or its contractors by type (latex, oil-based or combined) for each Temporary Collection Event and at each of the Collection Facilities;
 - c) The number of containers of paint distributed for Reuse to the public (this does not include the number of containers of paint that the public has not yet reclaimed);
 - d) The number of gallons of paint Reprocessed and distributed to the public (this does not include the number of gallons of paint that the public has not yet reclaimed);
 - e) The number of 55-gallon drums of latex paint that have been bulked;
 - f) The number of 55-gallon drums of oil-based paint that have been bulked; and
 - g) The number of units that the Service Provider has retrieved from each Collection location and brought to its primary Collection Facility through Internal Transportation.

**ATTACHMENT B: CALIFORNIA ARCHITECTURAL PAINT RECOVERY
PROGRAM COLLECTION FACILITY GUIDELINES**



CALIFORNIA ARCHITECTURAL PAINT RECOVERY PROGRAM

1500 Rhode Island Ave, NW

Washington DC 20005

(855) 724-6809

Collection Facility Guidelines (Draft 5/15/12)

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Contact Information

<i>Site Name:</i>
<i>Site Address:</i>
<i>Mailing Address, if different:</i>
<i>Site Contact 1. Name/Phone:</i>
<i>Site Contact 2. Name/Phone:</i>
<i>PaintCare® Contact Name/Phone:</i>
<i>Transporter Company Name:</i>
<i>Transporter Contact Name/Phone:</i>

PaintCare® Collection Facilities

Legislation

In 2010, Governor Schwarzenegger signed Assembly Bill 1343 creating the California Architectural Paint Recovery Program. The new law requires paint manufacturers to develop and implement a program to collect, transport, and process post-consumer paint (“leftover paint”) to reduce the costs and environmental impacts of paint disposal in California. It has three key goals: (1) Reduce the generation of leftover paint; (2) Promote the reuse of leftover paint; (3) Properly manage leftover paint, including recovery and recycling.

About PaintCare®

The law requires the formation of a non-profit stewardship organization to implement the program. To serve this purpose, PaintCare® was formed by the American Coatings Association (ACA), the non-profit trade association for the paint and coatings industry.

PaintCare® Provides

Various studies have demonstrated that between 3 and 10% of all paint purchased is “leftover.” PaintCare® will pay for packaging containers, transportation and recycling costs for leftover paint delivered to our contracted collection locations throughout California.

Before PaintCare®, California residents and businesses disposed of paint through government sponsored household hazardous waste (HHW) programs or through a hazardous waste management company. PaintCare® is shifting the financial burden for proper paint management from government to the private sector. Once a contract is established between PaintCare® and the collection site, the Program will provide the following:

- Paint storage collection containers (usually 1 cubic yard containers)
 - Labels for paint collection containers
 - Spill kit (if you are not a household hazardous waste facility)
 - Recordkeeping forms and/or log books
 - Poster, identifying your site as a PaintCare® collection site
 - Educational print materials for the public
-

Collection Site Provides

As an approved PaintCare® collection site, you are responsible for the following:

- Provide a secure space for empty and full collection containers of paint
- Accept paint from the public during your normal business hours
- Pack only leftover Program paint into paint collection containers
- Schedule shipments of paint from your site
- Recordkeeping
- Train staff to be familiar with the requirements and practices of this guide
- Know and follow all applicable federal, state, and local laws as they pertain to your site

PaintCare® Does Not Provide

The Program does not provide personal protective equipment (PPE) or gear that may be required by the Occupational Safety and Health Administration (OSHA) regulations for your place of work. It is your site's responsibility to provide appropriate PPE for your workplace.

Who Can Be a Collection Site

PaintCare® collection facilities may be any of the following:

- Municipal household hazardous waste collection facilities (permanent and temporary)
- Paint retailers including paint, hardware and home improvement stores, and reuse stores (i.e., stores that sell salvaged or excess building materials)
- Waste transfer stations, landfills, public works yards, and other appropriate, publicly accessible facilities

If Your Site Is an HHW Facility

PaintCare® collection facilities that are also state-permitted household hazardous waste (HHW) facilities have their own set of operating procedures. This guide is not intended to replace such procedures, but to provide handling instructions for paint managed under the Program. If PaintCare® procedures conflict with your HHW facility procedures, the HHW facility procedures take precedence.

General Requirements

Below are the general requirements for a typical collection site. However, we recognize that each location will have unique logistical and operational considerations. PaintCare® collection facilities must use their best judgment to operate in the safest manner possible. To be a collection site, you must:

- Accept Program products from people during your regular advertised or posted operating hours
- Have appropriate signage that informs the public of the hours of operation
- Have adequate space, staffing, and training to collect and store paint
- Display PaintCare® poster to identify you as a collection site. This poster should be posted in a highly visible area, preferably at the entrance



Example of Poster

- Have adequate comprehensive and/or commercial general liability insurance to cover potential risks and liability associated with activities on premises
- Comply with applicable federal, state and local laws, including zoning requirements for your activities. Comply with fire and building codes, state permit requirements (air, hazardous waste, water quality, solid waste) or storm water permits; and OSHA requirements

Security

The collection site should be secured and locked when it is closed or not attended.

Only collection site staff should have access to the collection site and storage area.

Storage Area for Paint Collection Containers

- Establish a sufficient, dedicated storage area for paint collection
- Collection containers include secondary containment to contain liquids in the event a can leaks while in storage; however, they should be placed on an impermeable surface (e.g., concrete, asphalt, sealed wood floor) whenever possible
- Store paint collection containers away from ignition sources
- Place paint collection containers away from storm drains and floor drains
- Protect paint collection containers from temperature extremes by storing them inside or under cover if possible
- If you store paint collection containers outdoors, you may need approval from your local jurisdiction

Use and Maintenance of Paint Collection Containers

- Keep paint collection containers closed except when adding paint
 - Maintain enough space around paint collection containers to inspect for leakage and emergency access
 - Do not overfill paint collection containers
 - Pack 5 gallon buckets on the bottom layer of the paint collection containers
 - Pack all containers of program products (cans, buckets, bottles) upright and as tight as possible to protect contents from shifting and leaking in transit. Use safe practices for handling, storage, and management of Program products
 - Use good-housekeeping standards; keep paint storage areas clean and orderly
-

Accepting Leftover Paint

What Is Architectural Paint

It is an important responsibility for retail PaintCare® collection facilities to only accept Program products defined as “Architectural Paint.” For household hazardous waste facilities, it is important to sort and segregate Program products from other non-Program household hazardous waste that they receive. Section 3 includes a detailed list of architectural paint products accepted by the PaintCare® Program.

Generally architectural paint includes surface coatings including latex and oil-based house paint, stains and clear coatings but not auto or marine paint. The Program excludes anything that is (a) in an aerosol spray can, (b) intended or labeled “for industrial use” (c) mostly used in the manufacture of equipment or (d) on a list of specifically excluded products for some other reason. Architectural paint is classified as either latex (water-based) or oil-based (alkyd) and the classification is important in order to decide how the product should be handled and recycled. Being able to tell the difference between latex and oil-based products is also important in determining which types of businesses can use the PaintCare® Program (see next two sub-sections).

Who Can Drop Off Paint

The Program accepts paint from the following:

Households. Residents may drop off any Program product.

CESQG Businesses. These are businesses that generate less than 100 kilograms (about 27 gallons) of hazardous wastes per month. **Fix this** These businesses are called CESQGs for “Conditionally Exempt Small Quantity Generators.” They are often small painting contractors or property owners, but they can be any type of business as long as they do not generate more than 27 gallons of hazardous waste per month. CESQG businesses may drop off any Program product.

SQG and LQG Businesses. These are businesses that generate more than 100 kilograms (about 27 gallons) of hazardous waste per month. These businesses are called Small Quantity Generators or SQGs (100-1000 kilograms per month) or Large Quantity Generators or LQGs (more than 1000 kilograms per month) and are typically larger painting contractors or big manufacturing businesses. These businesses are more heavily regulated and they must use a hazardous waste firm to manage their hazardous waste, including oil-based paint. SQG and LQG businesses may drop off latex paint, but they may not drop off oil-based paint.

**How to Know if
a Business
Qualifies**

Any business can drop off of latex paint; however, there are restrictions on businesses with oil base paint. These restrictions depend on how much hazardous waste a business generates in a month. For the purposes of determining who qualifies for the program, latex paint is not included in total hazardous waste volumes, but oil based paint is included.

Only businesses that generate less than 100 kilograms (about 27 gallons) of hazardous waste per month may use the program, and they are not allowed to drop off more than 27 gallons of hazardous waste in a month. For example, if a business generates only 1 gallon of oil based paint in a month, but has accumulated 50 gallons of oil based paint at their business location, they may only drop off up to 27 gallons per month.

All businesses need to sign the CESQG Certification Log, included in Appendix A, to verify that they are qualified to use the program. The log includes an explanation of what types of businesses qualify to use the program. Once signed, you may accept up to 27 gallons of oil based paint.

Certification logs may be reviewed by PaintCare® or government agencies and compared with a list of registered hazardous waste generators to see that only CESQG businesses are using the Program for their oil-based paint.

**Can Facilities
Charge Fees**

Residents should never be charged – facilities may not charge residents who are dropping off Program products from their home.

HHW facilities may charge business only for their administrative costs to manage their business waste collection program, but they may not charge for disposal or recycling of PaintCare® Program products.

What is Acceptable

When someone drops off a container, you will need to (1) check the label to verify that it contains a Program product and (2) check the condition of the container for acceptance in the Program.

Containers

Acceptable

- Paint in its original container
- The container must have an original label
- The container must be in good condition and not leaking
- The container must be 5 gallons in size or smaller

Not Acceptable

- The container is not original (e.g., paint was transferred into a jar)
- The container does not have an original label
- The container is leaking or has no lid
- The container is larger than 5 gallons

Program Products

Acceptable

- Interior and exterior paints: latex, acrylic, water-based, alkyd, oil-based, enamel (all types of finishes and sheens, including textured coatings)
- Deck coatings and floor paints (including elastomeric)
- Waterproofing concrete/masonry/wood sealers and repellents (not tar-based or bitumen-based)
- Melamine/metal coatings and rust preventative
- Primers, sealers and undercoaters
- Stains and shellacs
- Field and lawn marking coatings
- Varnishes and urethanes (single component)
- Lacquers, lacquer sanding sealers, and lacquer stains

Not Acceptable

- Industrial maintenance (IM) coatings (must be labeled as an IM product)
- Original equipment manufacturer (OEM) paints and finishes (shop application)
- Aerosol paints
- Automotive paints
- Marine paints
- Craft paints
- Road marking and traffic paints
- Caulking compounds, epoxies, glues and adhesives
- Drywall compounds, spackling and non-coating preparation
- Colorants and tints
- Paint additives
- Resins
- Thinners, solvents and mineral spirits
- Roof patch and repair
- Tar-based and bitumen-based products
- 2-component coatings
- Deck cleaners
- Pesticide-containing products including wood preservatives

Section 4

Operations

Greet the Consumer

Participants must be assisted and supervised when they come to drop-off paint. Site staff should greet participants and verify eligibility of the participant and their leftover paint products.

Examine the Product

Screen products to ensure that only the following are accepted:

- Container is 5 gallons in size or smaller
- Container has original label and is readable
- Container had a lid and is not leaking
- IMPORTANT: Never open the product or allow the customer to open a product to see what is inside.
- Latex paint from anyone
- Oil-based paint from CESQG businesses

Screen paint to ensure that the following are not accepted:

- Non-Program paint
 - Oil-based paint from SQG or LQG businesses
-

Collection Site Limits

While PaintCare® intends to collect as much leftover paint as possible, we recognize that your site may have storage limitations. PaintCare® collection facilities may voluntarily limit the amount of paint they accept from a customer. We recommend a maximum of 5-gallons per person per visit, though you may accept more at your discretion.

If your paint collection containers are completely full, inform the customer that you are temporarily unable to accept paint and redirect them to the nearest alternative PaintCare® collection site or ask them to come back at a later date. Contact the PaintCare® transporter immediately to have your collection containers picked-up and replaced with empties.

If you have a participant with a significant amount of paint that your location cannot manage, have them contact PaintCare® for additional assistance. We may direct them to another PaintCare® collection site that can manage the large load or offer a direct pickup.

Refusing an Unacceptable Product

Do not accept any containers that are larger than 5 gallons, empty, unlabeled, or leaking, and do not accept non-Program products from any participant.

When refusing a product, staff will:

- Explain why the product cannot be accepted (not part of Program, unlabeled, etc.)
- Refer the customer to the local government run HHW collection program, garbage hauler or health department for assistance. HHW facilities can typically accept non-Program products from households and CESQG businesses.

Storing and Packing Paint Collection Containers

Place Program products into collection containers immediately upon acceptance to minimize the possibility of spills.

Place 5-gallon containers at the bottom of paint collection containers to provide stability for second layer of 1-gallon and smaller cans.

Place all containers upright to prevent leaks or spills.

Pack the paint containers as tightly as possible inside the paint collection container. This helps to keep containers from shifting during transit.

If being stored outside, keep lids on collection containers to keep out rain.

Never overfill a paint collection container.

Make sure the paint collection container lid sits flat on top the paint collection container.

All Program products must be stored in paint collection containers at all times.

Closing a Collection Site

Please notify PaintCare® in writing at least 60-days before stopping collection services to give us adequate time to remove your information from Program promotional materials.

As soon as possible, remove the poster (“Recycle Your Paint Here”) from the site and post a new sign at the entrance to the site to notify the public that you will no longer be accepting paint.

Before your last pick-up, verify that all Program products and collection containers are returned to PaintCare.

Direct Reuse

This section only applies only to PaintCare® collection facilities that offer a direct reuse program (also known as a Paint Exchange).

PaintCare® encourages reuse of leftover paint through Direct Reuse. These programs return good quality unused paint to the local community at low or no cost.

Requirements for Direct Reuse

When selecting products to place in the direct reuse area, cans must be labeled, more than half full, and in good physical and aesthetic condition. Contents must be liquid and relatively new. This can be determined by gently shaking, but not opening the container. Cans must not be opened by either staff or customer at the collection site.

Direct Reuse products must be displayed in a separate storage area by collection site staff.

The customer must sign a Direct Reuse Waiver Log, included in Appendix B, explaining that the paint is taken “as is” with no guarantee of quality or contents. The customer is required to read, complete and sign the form and the staff is required to verify what has been given away and initial the form. The staff must record the number of containers taken by each customer on the form. Customers may return paint to the site if does not meet their expectations.

Working with Transporters

PaintCare® contracts with private transporters (hazardous waste transportation companies) for the delivery of supplies, empty collection containers and pick-up of full collection containers.

Scheduling the Transporter to Pick Up Paint Collection Containers

When half of your site collection containers are full or you anticipate that your collection containers will be full within the week, call your paint transportation service provider to schedule a pickup. The name of your transporter and the contact information is printed on the cover of this guide.

When ordering a shipment for pick-up, please indicate:

- Name of site and address
- Your name
- Your phone number
- Number of full collection containers to be picked up and the number of empty collection containers needed for replacement

Allow a minimum of three business days from the time of your call to actual pickup. In remote areas of the state, you time may be longer.

For temporary HHW collection events, contact PaintCare® when you start to plan your event to arrange the transporter.

Preparing Paint Collection Containers for Removal

On the scheduled pickup day, paint collection containers should be readily accessible to the transporter for quick and efficient loading. The transporter will bring shipping documents and collection container labels. Please assist the transporter with collection container loading and off-loading and keep a copy of the shipping document for your records.

Inspections & Records

Inspections

At the end of each day, staff should inspect the collection site and storage area to ensure containers are closed properly and the area is secured.

Inspect paint collection containers for damage and/or missing labels. Correct as necessary. Report any damaged collection containers to PaintCare® for replacement or repair.

Record Keeping

The following records are to be maintained for a minimum of 3 years:

- Inspection records
 - Employee training records
 - CESQG Certification
 - Direct Reuse Waiver
 - Bills of Lading for outgoing shipments of Program products
-

Training & Safety

Training

All employees handling paint must receive training in paint identification, handling, packaging, inspection and emergency response procedures before collecting paint,

Ensure that employees conduct paint collection activities in a safe manner that protects workers and the environment.

Ensure paint collection activities follow general safety practices including proper lifting techniques.

Ensure staff members are equipped for and understand hazards associated with leftover paint.

Maintain training plans and records for each employee.

A form for recording staff training is included in Appendix D.

Safety

Store personal protective equipment (PPE) and spill response equipment in an accessible location adjacent to the paint collection containers.

Ensure the facility is equipped with appropriate emergency response equipment including a fire extinguisher, spill kit, and personnel protective equipment. All equipment is to be inspected monthly.

Ensure spill kit contains at a minimum safety goggles, gloves, absorbent, duct tape, and plastic bags.

Ensure emergency procedures and contact information is posted by phone near the collection site area.

A form for recording emergency contacts is included in Appendix C.

Spill Response

The information in this section will assist with spills from damaged or leaking Program containers. It is important that all site staff understand corrective actions to minimize exposure to people or the environment.

Spills

Avoid spills through good housekeeping, safe material handling techniques, storage, and management practices. Paint storage collection containers should be in a clean, accessible area.

Clean up any spill or release of leftover paint immediately and place spill residue in a sealed container in a paint collection container. Label it. Contact PaintCare® to replenish spill kit materials as needed.

Reporting

Any spill or release of oil-based paint to the environment through a storm drain, waterway or soil contamination of more than 10 gallons must be reported to the PaintCare® within 24-hours. If applicable, develop and maintain emergency action plan as required by OSHA.

Contact your Certified Unified Program Agency (CUPA) to find out if you need a Hazardous Materials Business Plan (HMBP) specific to your collection site. If required by federal, state or local law, familiarize police, fire departments, and emergency response teams with the layout of the facility, properties of the paint material handled at the facility, and evacuation routes.

Post emergency contact numbers including police, fire department, and emergency services.

Spill Kits

Upon request, this PaintCare® provides each collection site with a spill kit containing:

- Latex gloves
- Safety glasses
- Absorbent
- Plastic bags

Any material used should be replaced immediately after it is used. Contact PaintCare® for replacement items.

Spill Response Procedures

The PaintCare® Program does not accept containers larger than 5 gallons, therefore potential spills will be small enough to be managed by collection site staff using the following steps:

Isolate the area and restrict access to the spill.

Ensure personal safety. Put on the protective gear (glasses and gloves) provided in the spill kit.

Stop the movement of paint by placing the leaking container upright or in a position where the least amount will spill. Place container in plastic bags provided in the spill kit.

Contain the spill by placing absorbent pads or granular absorbent around and on the spill. If outdoors, place barriers around storm drains to prevent a release to the environment.

Collect the contaminated absorbent material and place it in plastic bag(s) along with the leaking container and contaminated personal protective equipment (PPE). Seal the bag(s) and place in the paint collection container. Remove any clothing that may be contaminated. Wash thoroughly to remove spilled material from your hands or body. Replace any used spill control supplies.

Document the date, type, location, amount and type of material spilled. Report the spill to PaintCare® within 24 hours.

Appendix B. Direct Reuse Waiver

By signing below, I waive, release and hold harmless PaintCare® Inc., its agents, employees, member companies, officers, directors, stockholders, successors, assigns and attorneys from any liability, claim, injury, losses, damages (including punitive or exemplary damages), or cause of action of any kind whatsoever, whether based on contract, tort, statute, common law, or strict liability, which are claimed in any way to result from, arise out of, or are connected with the handling or use of paint obtained for reuse from the PaintCare® Program. For all materials that I obtain from the PaintCare® Program, I accept with full understanding and appreciation of the actual or potential dangers stemming from the proper or improper use. I accept all risk related to my receipt or use of such paint.

All paint that I obtain from the PaintCare® paint program, I accept as is, with no warranties. I recognize that PaintCare® does not warrant that any materials obtained from the hazardous waste facility are merchantable, or fit for any particular use. PaintCare® shall not be responsible for any consequential damages stemming from the use of any material obtained from the hazardous waste facilities.

Date	Print Name	Signature	Number of Containers	Latex* (gallons)	Oil-Based* (gallons)	Staff Initials
Totals						

*estimate the actual gallons of liquid, not container volume (e.g., 4 one-gallon cans that are half full equals 2 gallons.)

Appendix C – Emergency Contact Information

This form is to be completed prior to the first day of collection.

Basic Local Emergency Contacts

Facility Emergency Coordinator (name/phone): _____

Alternate Emergency Coordinator (name/phone): _____

Fire Department Phone Number _____ 911

Police Phone Number _____ 911

Hospital Phone Number _____

For Spills of Hazardous Materials:

Report any spill or release or threatened spill or release of alkyd paint to the environment (air, water or soil) greater than 10 gallons or any release of any paint to the storm drain or waters of the state to the CUPA (Certified Unified Program Agency) and PaintCare within 24 hours.

CUPA (name/phone): _____

PaintCare: _____ 1-855-PAINT09

Other (name/phone): _____

Other (name/phone): _____

ATTACHMENT C: PRICING**

Service	Description	Unit Price
Direct Reuse Rate	PaintCare agrees to pay to the Service Provider for each container of Program Product that is actually taken by a public consumer from a Reuse program, whether sold or given away without charge.	\$ 0.25 per container
Latex Paint Reprocessing Rate	PaintCare agrees to pay to the Service Provider for each gallon of Reprocessed latex paint produced from Program Products that is actually taken by a public consumer, whether sold or given away without charge.	\$ ____ per gallon
Bulked Latex Paint Rate	PaintCare agrees to pay to the Service Provider for every 55-gallon drum of Bulked latex paint that is picked up by a Transportation Provider. Rate includes drum cost.	\$____ per bulked 55-gallon drum
Bulked Oil-Based Paint Rate	PaintCare agrees to pay to the Service Provider for every 55-gallon drum of Bulked oil-based paint that is picked up by Transportation Provider. Rate includes drum cost.	\$____ per bulked 55-gallon drum
Internal Transportation Rate	PaintCare agrees to pay to the Service Provider per unit (e.g. tote, drum) _____ for the Internal Transportation of Program Products from Collection Facilities(s) to the Service Provider's primary Collection Facility.	\$____ per _____

****PaintCare will not reimburse the Service Provider solely for the Collection of Program Products without providing any of the Services listed above.**

ATTACHMENT D: COLLECTION FACILITY INFORMATION

- A. The Service Provider will provide Collection Services in the following geographical area: [TO BE INCLUDED UPON NEGOTIATION OF CONTRACT].**
- B. List the following for each Collection Facility that participates in the PaintCare Program:**
- Facility name
 - Permit By Rule (“PBR”) holder
 - Facility address
 - Contact name, e-mail and phone
 - Facility days and hours of operations
 - Audience served (HHW, CESQG, both)
- C. List the following for planned Temporary Collection Events taking place during the term of this agreement where the location is known:**
- Facility name
 - Event permit/EPA ID number holder
 - Facility address
 - Contact name, e-mail, and phone
 - Event date and hours of operation
 - Number of sites in FY 12-13
 - Audience served (HHW, CESQG, both)
- D. List the following for planned Temporary Collection Events taking place during the term of this agreement where the location is TBD:**
- Facility Name
 - Event permit/EPA ID number holder
 - Facility address

- Contact name, e-mail, and phone
- Anticipated date and hours of operation
- Audience served (HHW, CESQG, both)

E. List the following for current and proposed sites that will be serviced through Internal Transportation by the Service Provider:

- Site name
- Site address
- Contact name, e-mail, and phone
- Facility days and hours of operation
- Audience served (HHW, CESQG, both)

ATTACHMENT E: MODEL INVOICE

Service Provider:

Collection Facility Location:

Temporary Event Location and Date:

Unique Identifying Invoice Number:

Service	Quantity of Units Included	Unit Price	Total Invoiced Amount
Direct Reuse		0.25 per container	
Latex Paint Reprocessing		\$___ per gallon	
Bulked Latex Paint		\$___ per bulked 55-gallon drum	
Bulked Oil-Based Paint		\$___ per bulked 55-gallon drum	
Internal Transportation		\$___ per ____	

The above invoice represents, to the best of my knowledge, complete and accurate information regarding the Services rendered and for which the Service Provider seeks reimbursement through the Program. The attached back up documentation is accurate.

Name:

Company Title:

Date:



California Paint Stewardship Program *Obligations of Paint Retailers*

A new California law affecting paint retailers requires retailers to (1) add a stewardship assessment fee to architectural paint products and (2) make sure they are not selling unregistered paint brands. (3) Retailers may also volunteer to be paint collection sites for residents and businesses in their community. The new Program is anticipated start in October, 2012.

New Paint Stewardship Program in California

The American Coatings Association (ACA) has worked over the last 10 years with various stakeholders interested in the management of post-consumer paint to develop and implement an industry-led paint stewardship program in the United States.

PaintCare®, a non-profit 501(c)(3) organization, was established by ACA to implement state-mandated paint stewardship programs on behalf of paint manufacturers in each state that adopts a paint stewardship law.

Oregon passed the first industry-supported paint stewardship law in 2009. California (2010) and Connecticut (2011) passed similar laws. Since Oregon's program started in July 2010, more than 80 retail stores were set up as collection sites, and they collected nearly 500,000 gallons of paint.

California's program is scheduled to begin in the fall of 2012, with a likely start date of October 1. The exact start date is 90 days after the State approves the proposed Stewardship Plan submitted by PaintCare® on behalf of paint manufacturers.

1. Assessment Fee and Funding

As required by the law, at the program start date, a paint stewardship assessment fee ("PaintCare® Recovery Fee") must be added by manufacturers to the wholesale price of all architectural paint sold in California. This fee will fund the collection,

transportation, recycling and proper disposal of architectural paint. It will also pay for consumer education and administrative costs. Paint retailers and distributors will see this fee on their invoices from paint manufacturers.

The law also requires each retailer and distributor to add the assessment fee to the purchase price of architectural paint sold in California. Retailers may choose to display the fee separately on consumer receipts; however, displaying the fee is not mandatory.

The fee paid by the consumer to the retailer offsets the fee charged by the manufacturer or distributor to the retailer, resulting in a program that is funded by consumers of paint. All manufacturers, distributors and retailers selling architectural paint in California must pay and pass-on the assessment fee, ensuring a level playing field for all affected parties.

The fees in California will be based on container size. (Fees are the same in Oregon.)

Half pint or less	no charge
More than half pint to less than 1 gallon	\$ 0.35
1 gallon	\$ 0.75
More than 1 gallon to 5 gallon	\$ 1.60

2. Registered Manufacturers and Brands

In addition to adding the Recovery Fee to architectural paint sold in the State, retailers in California are required to ensure that the manufacturers and brands of any architectural paint sold in their store are registered with PaintCare® and participating in the State Program. Retailers may not sell architectural paints that are not registered. The California Department of Resources Recycling and Recovery (CalRecycle) will list the registered manufacturers and brand on their website once the program begins: See www.calrecycle.ca.gov/EPR/PolicyLaw/paint.htm.

3. Paint Collection Sites

PaintCare® will establish hundreds of collection sites across California at municipal household hazardous waste facilities and paint retail stores (the large majority will be retail stores). Participation as a collection site is voluntary and subject to meeting PaintCare's requirements for adequate storage space, willingness to collect both latex and oil-based paints from both households and business, and willingness to have their site advertised as a collection site (e.g., in newspaper ads, on websites). PaintCare® will provide paint storage containers, and arrange and cover the cost of all program shipping and recycling services. There is no payment to retailers to serve as a collection site, nor is there any fee to participate. In a separate mailing, PaintCare® will explain to retailers how they can become a voluntary paint collection site.

Retail Education and Outreach Materials

With input from paint retailer representatives, PaintCare® is developing education and outreach materials to assist retailers in successfully communicating to the public the purpose of the PaintCare® Recovery Fee and the benefits of the paint stewardship program. PaintCare® will send these materials to all California paint retailers prior to the program start date, either directly or through a retailer's corporate office. Following the initial mailing, materials will be replenished upon request at no cost to the retailer.

More Information

For more information about the California Paint Stewardship Program and the responsibilities of retailers under the law, please visit PaintCare.org or contact:

Marjaneh Zarrehparvar, Executive Director
mzarrehparvar@paint.org
(855) 724-6809

PaintCare® Inc.
1500 Rhode Island Avenue NW
Washington, DC 20005

What Products are Covered

Architectural paints ("Program Products") are defined as interior and exterior architectural coatings sold in containers of 5 gallons or less. However, they do not include aerosol products (spray cans), industrial maintenance (IM), original equipment manufacturer (OEM), or specialty coatings. Here are more details:

Program Products

- Interior and exterior paints: latex, acrylic, water-based, alkyd, oil-based, enamel (all types of finishes and sheens, including textured coatings)
- Deck coatings and floor paints (including elastomeric)
- Waterproofing concrete/masonry/wood sealers and repellents (not tar-based or bitumen-based)
- Melamine/metal coatings and rust preventative
- Primers, sealers and undercoaters
- Stains and shellacs
- Field and lawn marking coatings
- Varnishes and urethanes (single component)
- Lacquers, lacquer sanding sealers, and lacquer stains

Non-Program Products

- Industrial maintenance (IM) coatings (must be labeled as an IM product)
- Original equipment manufacturer (OEM) paints and finishes (shop application)
- Aerosol paints
- Automotive paints
- Marine paints
- Craft paints
- Road marking and traffic paints
- Caulking compounds, epoxies, glues and adhesives
- Drywall compounds, spackling and non-coating preparation
- Colorants and tints
- Paint additives
- Resins
- Thinners, solvents and mineral spirits
- Roof patch and repair
- Tar-based and bitumen-based products
- 2-component coatings
- Deck cleaners
- Pesticide-containing products including wood preservatives