California Architectural Paint Stewardship Program Plan

Revised: June 4, 2012
(Resubmitted with minor corrections: August 3, 2015)

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
Contents

1. Introduction
   a. Recognition .......................................................................................... 1
   b. Assembly Bill 1343 ............................................................................... 1
   c. Paint Stewardship History .................................................................... 1
   d. Citation and Terminology..................................................................... 2
   e. Authorized Signature ........................................................................... 2

2. Legislation
   a. California Paint Stewardship Law ........................................................ 3
   b. California Paint Management Law ....................................................... 4

3. Stewardship Organization
   a. Statutory Requirement ........................................................................ 5
   b. PaintCare® Inc. .................................................................................... 5

4. Program Products
   a. Statutory Requirement ........................................................................ 6
   b. Section Overview ................................................................................. 6
   c. Program Products ................................................................................ 6
   d. Non-Program Products ........................................................................ 7
   e. Communication on Program Products ................................................. 7

5. Registered Manufacturers and Brands
   a. Statutory Requirement ........................................................................ 8
   b. Section Overview ................................................................................. 8
   c. Manufacturer Registration and Brand List ........................................... 8

6. Collection Infrastructure and Goals
   a. Statutory Requirement ...................................................................... 10
   b. Section Overview ............................................................................... 10
   c. Introduction ....................................................................................... 10
   d. Collection Infrastructure, Identification and Recruitment ............... 11
   e. Service Level Goals............................................................................ 15
   f. Service Level Methodology ............................................................... 16
   g. Implementation Timeline................................................................... 16
   h. Collection Site Requirements and Training ...................................... 17
   i. Large Quantity Users ....................................................................... 18

7. Sales and Collection Volumes
   a. Statutory Requirement ...................................................................... 19
   b. Section Overview ............................................................................... 19
   c. Architectural Paint Sales .................................................................... 19
   d. Volume Available for Collection ....................................................... 20
   e. California Baseline Collection Volume .............................................. 21
   f. Estimating Future Collection Volumes ............................................... 22
8. Budget and Assessment Rate
   a. Statutory Requirement ................................................................. 24
   b. Section Overview ........................................................................ 24
   c. Introduction ................................................................................ 24
   d. Program Budget .......................................................................... 26
   e. Budget Discussion ..................................................................... 27
   f. PaintCare Recovery Fee (Assessment Fee) ................................. 28

9. Education and Outreach
   a. Statutory Requirement ................................................................. 29
   b. Section Overview ........................................................................ 29
   c. Introduction ................................................................................ 29
   d. Messaging .................................................................................. 30
   e. Target Audience ........................................................................ 30
   f. Written Materials ....................................................................... 31
   g. Lessons Learned from the Oregon Pilot .................................... 31
   h. Working with Local Government .............................................. 32

10. Waste Management
    a. Statutory Requirement ............................................................... 34
    b. Section Overview ..................................................................... 34
    c. Collection Containers ............................................................... 34
    d. Transportation .......................................................................... 35
    e. Processing, Recycling and Disposal ......................................... 35
    f. Latex Paint Management .......................................................... 36
    g. Oil-Based Paint Management ................................................... 37
    h. Empty Paint Containers ............................................................ 37

11. Annual Report and Financial Audit
    a. Statutory Requirement ............................................................... 38
    b. Section Overview ..................................................................... 38
    c. Annual Report ........................................................................... 38
    d. Financial Audit ......................................................................... 39

Appendices
   A. California Paint Stewardship Law: Public Resources Code Section 48700-48706
   C. PaintCare Board of Directors
   D. Defining Program Products for Collection Sites
   E. (Deleted – incorporated into Appendix D in this revised Plan)
   F. Registered Manufacturers
   G. Registered Brands
   H. Template Letter of Interest
   I. Letters / Notifications of Interest
   J. GIS Report and Exhibits
   K. (Deleted – incorporated into Appendix N in this revised Plan)
   L. CalRecycle Administrative Fees
   M. Latex Paint Processors
   N. Municipal Contract Template
   O. Retailer Notification
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 Toxics 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.

[Signature]

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:
Section 6 – Collection Infrastructure and Goals

- 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

<table>
<thead>
<tr>
<th>Infrastructure Type</th>
<th>Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>Permanent Household Hazardous Waste Collection Facilities</td>
<td>121</td>
</tr>
<tr>
<td>Temporary Household Hazardous Waste Collection Facilities</td>
<td>385^3</td>
</tr>
<tr>
<td>Recycle-Only^4 or Paint-Only Collection Sites^5</td>
<td>45</td>
</tr>
<tr>
<td>Retail Collection Sites^6</td>
<td>63</td>
</tr>
<tr>
<td>Door-to-Door Collection Programs^7</td>
<td>39</td>
</tr>
</tbody>
</table>

^1 As defined in CA HSC 25218.1(f).
^2 As defined in CA HSC 25218.1(p).
^3 Estimated annual number; the exact number of temporary HHW collection facilities (events) varies from year to year.
^4 As defined in CA HSC 25218.1(n).
^5 Non-retail sites collecting latex paint under CA HSC 25217.2.
^6 Retail sites collecting latex paint under CA HSC 25217.2.
^7 As 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.
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.
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;
Section 6 – Collection Infrastructure and Goals

- 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 be 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 Toxics 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
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

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

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

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

\(^1\)Based 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:

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

---

<sup>1</sup> Anticipated Program start date is October 1, 2012. As a result, Year 1 includes only 10 months of revenue and operating expenses.

<sup>2</sup> 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.

<sup>3</sup> 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 by 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:

<table>
<thead>
<tr>
<th>Container Size</th>
<th>Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>½ pint or less</td>
<td>$ 0.00</td>
</tr>
<tr>
<td>Greater than ½ pint to 1 quart</td>
<td>$ 0.35</td>
</tr>
<tr>
<td>Greater than 1 quart to 1 gallon</td>
<td>$ 0.75</td>
</tr>
<tr>
<td>Greater than 1 gallon to 5 gallon</td>
<td>$ 1.60</td>
</tr>
</tbody>
</table>
9. Education & Outreach Goals

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.

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 listserve, 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.
Section 9 – Education and Outreach

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)
Section 10 – Waste Management

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.
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.

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 administrating 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.
Appendix B

(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 Altersott, 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):**

| 1. Water-based paint (Interior and exterior): latex, acrylic |
| 2. Oil-Based paint (Interior and exterior): alkyd, enamel |
| 3. Clear Coatings: Shellac, Lacquer, Varnish, Urethane |
| 4. Deck coatings and floor paints (including elastomeric) |
| 5. Field and lawn marking coatings |

| 6. Melamine/metal coatings and rust preventative |
| 7. Primers, sealers and undercoaters |
| 8. Sealers |
| 9. Stains |
| 10. Water repellents (not-tar-based or bitumen-based) |
| 11. Waterproofing sealers for concrete, masonry, and wood |

**Non-Program Products (regardless of container size):**

| 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 |

| 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.

   **These non-coatings are excluded:**
   - Paint thinner
   - Wood preservatives
   - Wood treatment oils
   - Drywall compounds
   - Roof patch, stucco patch
   - Caulking compounds
   - Solvents
   - Mineral spirits
   - Deck cleaners
   - Epoxies, glues
   - Wood patch
   - Adhesives

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

3. Is it an industrial maintenance (IM) coating?
   If NO, go to 4.
   If YES, it is not in the program.

   **Products with these labels are excluded:**
   - Professional use only
   - Not for residential use
   - For industrial use only

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.

5. Is it a specialty coating or specifically excluded?
   If YES, it is not in the program.

   **Manufacturers:** Specialty or "specifically excluded" products are not assessed.

   **Collection Sites:** These products are not accepted.
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

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

The following brands include all colors and all sheens:

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

Benjamin Moore Aura Exterior
Paint Low Lustre
Benjamin Moore Aura Exterior
Paint Semi-Gloss
Benjamin Moore Aura Int / Ext
Color Foundation
Benjamin Moore Aura Matte Finish
Benjamin Moore Aura Satin Finish
Benjamin Moore Aura Semi-Gloss
Benjamin Moore Exterior
Translucent Finish
Benjamin Moore Fresh Start Alkyd
Enamel Underbody
Benjamin Moore Fresh Start All
Purpose Alkyd Primer 024
Benjamin Moore Fresh Start All-
Purpose 100% Acrylic Primer
Benjamin Moore Fresh Start Fast-
Dry Alkyd Primer Fast Dry
Exterior Primer
Benjamin Moore Fresh Start
Moorwhite Penetrating Primer
100
Benjamin Moore Fresh Start Qd-30
Stain Blocking Primer
Benjamin Moore Pint Color Samples
Benjamin Moore Premium Exterior
Stain Alkyd Hardwood Finish
Benjamin Moore Premium Exterior
Stain Alkyd Primer
Benjamin Moore Premium Exterior
Stain Alkyd Semi-Gloss
Benjamin Moore Premium Exterior
Stain Alkyd Semi-Transparent
Benjamin Moore Premium Exterior
Stain Alkyd Transparent
Benjamin Moore Premium Exterior
Stain Waterbased Waterproofer
Benjamin Moore Studio Finishes
Alkyd Glaze
Benjamin Moore Studio Finishes
Chalkboard Paint
Benjamin Moore Studio Finishes
Glitter Finish
Benjamin Moore Studio Finishes
Latex Glaze
Benjamin Moore Studio Finishes
Latex Metallic Glaze
Benjamin Moore Studio Finishes®
Latex Texture Paint
BenMate Danish Tung Oil Finish
Benwood Finishes Fast Dry Clear
Varnish
Benwood Finishes Interior Wood
Finish Conditioner
Benwood Finishes Interior Wood
Finishes Grain Filler
Benwood Finishes Interior Wood
Finishes Penetrating Stain
Benwood Finishes Polyurethane
Finish High Gloss
Benwood Finishes Polyurethane
Low Lustre
Benwood Finishes Quick Dry
Sanding Sealer
Benwood Finishes Satin Finish
Varnish
Benwood Finishes Stays Clear
Acrylic Polyurethane High Gloss
Benwood Finishes Stays Clear
Acrylic Polyurethane Low Lustre
Benwood Finishespolyurethane
Finish Flat
Better Homes And Garden
BIN
BION
BICOLOR PRIME-N-SEAL
Black Emulsion
Blacknight
Blankit® Acrylic Primer
Blending Solvent™
Blocklustre
Blue Seal
Bona Arnberseal
Bona DTS
Bona Mega Gloss, Semi-Gloss, Satin
Bona Naturale Matte
Bona Novia Gloss, Semi-Gloss, Satin
Bona Poly
Bona Sport SuperSport DTS
Bona Sportive 1K
Bona Sportive Finish
Bona Traffic Gloss, Semi-Gloss ,
Satin
Bona Traffic Anti Slip
Bona Traffic Gloss
Bona Traffic HD Satin
Bona Traffic HD X Matte
Bona Traffic HO SC
Bonaseal
Bravo
Break-Through
Brite Ceiling
Bro-Cure
Builder’s Spec® Pro
Bulls Eye
Butylseal 572
C&M Coatings
C-500 SuperUrethane™
C-500™
Cabinet Coat™ Acrylic Satin Enamel
Cabot
Cabot “The Finish”
Cabot Australian Timber Oil
Cabot Cabothane
Cabot Clear solutions
Cabot OVT
Cabot Problem Solver
Cabot PROVT
California Paint 3090 Primer
California Paint Course Texture
Coating
California Paint Elastomeric
California Paint EX/Int Stn Blk
Primer
California Paint Exterior Flat, Satin,
Semi Gloss
California Paint Interior Flat, Satin,
Semi Gloss
California Paint Medium Texture
Coating
California Paint Prep Coat
California Paint Smooth Texture
Coating
California Paint Thermal
Elastomeric
Carquest
Casual Spaces
CCR 5000
CEDAR TONE WB PENETRATING
STAIN
Ceiling White
Central Sanitary Supply
Ceramagard
Check Rust™ Fabrication Primer
Check Rust™ Instant Enamel
Check Rust™ Instant Enamel Semi-
Gloss
Check Rust™ Speedy Metal Primer
Childers Coating
Chlorinated Rubber Pool Paint
Citrus Clean
Citrus Clean Super
Clark*Kensington Paints
Classico Lime Paint
Clean Power
Clear Finishing Paste™
Clear Sealer
Clear Through Acrylic Polyurethane
Clear Through Alkyd Polyurethane
Clinical Paints
ClovaThinner
Color Decor
Color Extra
Color Samples - Regal
Color Solvent™
Colorplace
ColorSeal™
Colour Crete
Concrete Stain
Concrete Stains - Solvent Based
Waterproofing Sealers
Concrete Waterproof Sealer
Contractor’s Edge
<table>
<thead>
<tr>
<th>Brand Name</th>
<th>Product Name</th>
</tr>
</thead>
<tbody>
<tr>
<td>Controlz Primers</td>
<td>Designer Drylok (all colors)</td>
</tr>
<tr>
<td>Convoy II</td>
<td>Designer Foil FX Paste™</td>
</tr>
<tr>
<td>Cool Roof Kit</td>
<td>Designer Foil FX Size™</td>
</tr>
<tr>
<td>Cool-Tex Clear</td>
<td>Designer Foil FX™</td>
</tr>
<tr>
<td>Cool-Tex Epoxy Deck Coating</td>
<td>Designer Metallics™</td>
</tr>
<tr>
<td>Coolwall</td>
<td>Designer Rust™</td>
</tr>
<tr>
<td>Coolwall Classic Primer</td>
<td>Devoe Fog</td>
</tr>
<tr>
<td>Coolwall Clear-Cote</td>
<td>Devoe Paint</td>
</tr>
<tr>
<td>Coolwall Flat</td>
<td>Devoe Paint All Weather</td>
</tr>
<tr>
<td>Coolwall Satin</td>
<td>Devoe Paint Demo Color Tester</td>
</tr>
<tr>
<td>Coolwall Supercote</td>
<td>Dex-Coat</td>
</tr>
<tr>
<td>Coolwall Supercote HR Flat</td>
<td>Diamond 350</td>
</tr>
<tr>
<td>Coolwall Textured Primer</td>
<td>Diamond 450</td>
</tr>
<tr>
<td>Coolwall Trimcote Satin</td>
<td>Do-It-Best</td>
</tr>
<tr>
<td>Coolwall Trimcote Satin Plat</td>
<td>Dottinato</td>
</tr>
<tr>
<td>Coolwall Trimcote Semi Gloss Plat</td>
<td>DriFast Sealer</td>
</tr>
<tr>
<td>Coolwall Trimcote Semi Gloss</td>
<td>DriFast Stain (all colors)</td>
</tr>
<tr>
<td>Coolwall Textured</td>
<td>Drylok Concrete Floor Paint (all colors)</td>
</tr>
<tr>
<td>Coolwall Clear</td>
<td>Drylok Concrete Protector</td>
</tr>
<tr>
<td>Coolwall Epoxy Deck Coating</td>
<td>Drylok E1 Floor Paint (all colors)</td>
</tr>
<tr>
<td>Coolwall Supercote</td>
<td>Drylok Extreme</td>
</tr>
<tr>
<td>Coolwall Clear</td>
<td>Drylok Latex Base Masonry Waterproofer (all colors)</td>
</tr>
<tr>
<td>Coolwall Classic Primer</td>
<td>Drylok Natural Look Sealer</td>
</tr>
<tr>
<td>Coolwall Trimcote Satin</td>
<td>Drylok Oil Base Masonry Waterproofer (all colors)</td>
</tr>
<tr>
<td>Coolwall Trimcote Semi Gloss Plat</td>
<td>Drylok Water Based 5% Silicone</td>
</tr>
<tr>
<td>Coolwall Trimcote</td>
<td>Drylok Wet Look Sealer</td>
</tr>
<tr>
<td>CoverCoat</td>
<td>DRY-TREAT 40SK™</td>
</tr>
<tr>
<td>Cp Regal Flat</td>
<td>DTM Gloss and Semi-Gloss</td>
</tr>
<tr>
<td>Crackle Fine Line™</td>
<td>Duckback</td>
</tr>
<tr>
<td>CrackleAdd™</td>
<td>Dulamel Eggshell Enamel</td>
</tr>
<tr>
<td>CrackleMate®</td>
<td>Dunn Edwards</td>
</tr>
<tr>
<td>Crackle™</td>
<td>DuraGard™</td>
</tr>
<tr>
<td>CRC 3000</td>
<td>Dura-Seal High Gloss Sealer</td>
</tr>
<tr>
<td>CRC Pro Series</td>
<td>Dura-Seal Matte Sealer</td>
</tr>
<tr>
<td>Custom Art Imprints™</td>
<td>DuraSeal Sanding Sealer™</td>
</tr>
<tr>
<td>Custom Canvas™</td>
<td>DuraSheen™ with UV</td>
</tr>
<tr>
<td>Daly’s Deck Stain</td>
<td>Dura-Stain Reactive Stain for Concrete</td>
</tr>
<tr>
<td>Daly’s Log Oil</td>
<td>Duratec II</td>
</tr>
<tr>
<td>Daly’s Semi-Transparent Exterior Stain</td>
<td>Duro Shine 404 penetrating sealer</td>
</tr>
<tr>
<td>Daly’s Waterborne Deck Stain</td>
<td>Duro Shine 646 Plus semi-gloss sealer</td>
</tr>
<tr>
<td>Daly’s Waterborne Stain</td>
<td>Duro Shine 686 Ultra High gloss sealer</td>
</tr>
<tr>
<td>Daly’s Wood Stain</td>
<td>Duro Shine 848 Color Enhancer</td>
</tr>
<tr>
<td>Dead Flat Varnish™</td>
<td>Dutch Metal™</td>
</tr>
<tr>
<td>DECKMASTER CLEAR SEALER</td>
<td>Easy Care</td>
</tr>
<tr>
<td>Deco Color™ Concentrated</td>
<td>Easy Color</td>
</tr>
<tr>
<td>Deco™ Clear</td>
<td>Eco Spec Silver Eggshell</td>
</tr>
<tr>
<td>Decra-Flex</td>
<td>Eco Spec Silver Flat</td>
</tr>
<tr>
<td>Deft Clear Wood Finish Brushing Lacquer</td>
<td>Eco Spec Silver Semi-Gloss</td>
</tr>
<tr>
<td>Deft Deftane Polyurethane</td>
<td>Eco Spec Waterborne Eggshell</td>
</tr>
<tr>
<td>Deft Deftoil Danish Oil Finish</td>
<td>Eco Spec Waterborne Flat</td>
</tr>
<tr>
<td>Deft Interior Polyurethane</td>
<td>Eco Spec Waterborne Primer</td>
</tr>
<tr>
<td>Deft Lacquer Sanding Sealer</td>
<td>Eco Spec Waterborne Semi-Gloss</td>
</tr>
<tr>
<td>Deft Step Saver Stain and Finish</td>
<td>EcoLogic</td>
</tr>
<tr>
<td>Deft Water Based Polyurethane</td>
<td>ECOS Paints</td>
</tr>
<tr>
<td>Deft Waterborne Clear Wood Finish Acrylic</td>
<td>Eco- Seal XC</td>
</tr>
<tr>
<td>Deft Wood Stain Oil Based</td>
<td>Edge-Flex 645</td>
</tr>
<tr>
<td>Deft Wood Stain Water Based</td>
<td>Elastite</td>
</tr>
<tr>
<td>Enrich</td>
<td>Elasto-Gard</td>
</tr>
<tr>
<td>Envirotex Lite</td>
<td>Elastoseal</td>
</tr>
<tr>
<td>Epotilt</td>
<td>EMC Elasto-Wall</td>
</tr>
<tr>
<td>Epox-O-Sheen</td>
<td>Encore</td>
</tr>
<tr>
<td>Epox-O-Sheen 100C</td>
<td>Endura Mar</td>
</tr>
<tr>
<td>Epox-O-Sheen 100P</td>
<td>Endurable</td>
</tr>
<tr>
<td>Epox-O-Sheen F</td>
<td>Endurance</td>
</tr>
<tr>
<td>Epoxylot</td>
<td>Endurance Stains</td>
</tr>
<tr>
<td>Entrace-Plus™</td>
<td>ENTRAL SHOT CLOCK</td>
</tr>
<tr>
<td>Expressions Gallery</td>
<td>ENTRAL WARM UP</td>
</tr>
<tr>
<td>EZ Kleen™</td>
<td>Envirokote Paint and Primer</td>
</tr>
<tr>
<td>EZ-Assent Water Based Acrylic Stain</td>
<td>Envirolon</td>
</tr>
<tr>
<td>Fabric Effects™</td>
<td>Environox</td>
</tr>
<tr>
<td>Farrow &amp; Ball Dead Flat</td>
<td>Epoxyguard</td>
</tr>
<tr>
<td>Farrow &amp; Ball Estate Eggshell</td>
<td>Epoxyguard 100</td>
</tr>
<tr>
<td>Farrow &amp; Ball Estate Emulsion</td>
<td>Epoxyguard 200</td>
</tr>
<tr>
<td>Farrow &amp; Ball Exterior Eggshell</td>
<td>Epoxyguard Enamel</td>
</tr>
<tr>
<td>Farrow &amp; Ball Floor Paint</td>
<td>Equinox</td>
</tr>
<tr>
<td>Farrow &amp; Ball Full Gloss</td>
<td>EZ Kleen™</td>
</tr>
<tr>
<td>Farrow &amp; Ball Interior / Exterior Wood Primer &amp; Undercoat</td>
<td>EZ Kleen™</td>
</tr>
<tr>
<td>Farrow &amp; Ball Interior Wood Primer &amp; Undercoat</td>
<td>EZ-Assent Water Based Acrylic Stain</td>
</tr>
<tr>
<td>Farrow &amp; Ball Masonry &amp; Plaster Stabilising Primer</td>
<td>Fabric Effects™</td>
</tr>
<tr>
<td>Farrow &amp; Ball Masonry Primer</td>
<td>Farrow &amp; Ball Dead Flat</td>
</tr>
<tr>
<td>Farrow &amp; Ball Metal Primer &amp; Undercoat</td>
<td>Farrow &amp; Ball Estate Eggshell</td>
</tr>
<tr>
<td>Farrow &amp; Ball Modern Emulsion</td>
<td>Farrow &amp; Ball Exterior Eggshell</td>
</tr>
<tr>
<td>Farrow &amp; Ball Wall &amp; Ceiling Primer &amp; Undercoat</td>
<td>Farrow &amp; Ball Floor Paint</td>
</tr>
<tr>
<td>Farrow &amp; Ball Wood Floor Primer &amp; Undercoat</td>
<td>Farrow &amp; Ball Interior / Exterior Wood Primer &amp; Undercoat</td>
</tr>
</tbody>
</table>
Farrow & Ball Wood Knot & Resin Blocking Primer
Faux Effects International™
Faux Effects World®
Faux Effects®
FauxColor™
FauxCreme Color Concentrate™
FauxCreme Colors™
FauxCreme Pre-Mix™
FauxCreme®
Fauxlio™
FauxMetal™
FauxSquad®
FauxStone™ Pull-Off
FauxStone™ Pull-Off Crusty
FauxTex™
FEI™
Final Finish
Final Finish Wb
Final Touch
Fine Paints of Europe ECO
Fine Paints of Europe Eurolux
Fine Paints of Europe Eurothane
Fine Paints of Europe Hollandlac
Finishing?Paste™
Flattening Agent™
Flood CWF
Flood EB Emulsa Bond
Flood Floetrol
Flood Penetrol
Flood Spa-N-Deck
Flood SWF
Flood TWF
Floor & Porch (Acrylic & WB Alkyd - New Tech.)
Floorcoat
Fortis 350
Fortis 450
Foster Coating
Foster Sealer
Frascati
Fresh Start Superior Primer
FX2000™
FXThinner™
Gaco A30 Series
Gaco A31 Series
Gaco A32 Series
Gaco A326 Series
Gaco A3734 Food Safe
Gaco A38 Series
Gaco A41 Series
Gaco A56 Series
Gaco Deck
Gaco H22 Series
Gaco H25 Series
Gaco H27 Series
Gaco Roof
Gaco Shield
Gem Coat
Gem Dye
Gem Glo
Gem Tone
Gemin
Gemini Coatings
Gemini Tone Stain
Glaze 'N Seal Stain Defense
Glidden
Glidden Brilliance
Glidden Ceiling
Glidden Ceiling Paint EZ Track
Glidden Color
Glidden Colorplace
Glidden Cover Plus
Glidden Duo
Glidden Homeshades
Glidden Porch & Floor
Glidden Porch & Floor
Glidden Prime Coat
Glidden Professional
Glidden Professional Alkyd
Glidden Professional Concrete Coatings
Glidden Professional Dryfall
Glidden Professional Primers
Glidden Professional Promaster
Glidden Professional Roof Coatings
Glidden Professional Textured Coatings
Glidden Promaster
Glidden Spred
Glidden Stucco & Masonry
Glitsa Gold Seal™ Finish
Glitsa Gold Seal™ Lite Scent™ Finish
Glitsa Gold Seal™ Stains (various colors)
Glitsa High Performance Waterborne Finish
Glitsa Infinity II LVOC™ Finish
Glitsa Quality Seal™ Sealer
Glitsa Wood Flour Cement™
GlitsaMax™ Finish
Glitza TruSeal
GlosThane Finish
GlyptexTM WB Alkyd (New Tech.)
Gold Acrylic
Gold Alkyd
Grancrete High Gloss
Grancrete impregnator
Grancrete low gloss
Grip & Seal
Grip-N-Seal
Gripper
Guardian Contractor Grade
Guardian Professional Quality
Hammerite
HANAFINN Ole-Repella™
Henry
Henry RTC Coat
Henry/Bakor
Hi Build Acrylic Deck Coating
High Performance Stain
Hi-Hide®
Hilliard 1907 GYM FINISH
Hilliard 350 Gym Finish
Hilliard Basecoat
Hilliard Point Guard
Hilliard PRO 100
Hilliard Pro 50V
Hilliard Pro Primer
Hilliard Star Wood coating
Hilliard Tip-off Wood Coating
Hillyard
Homax
Home Armor- Waterproofing Sealer
-MultiSurface
Home Armor- Waterproofing Sealer
-Waterproofer (all colors)
Home Armor- Waterproofing Sealer
-Waterproofer Endurance
Homestead
HomeVantageTM Plus
Horizon
Hot Trax™ Acrylic Garage Floor Paint
Hydroguard Moisture Barrier and Mold Blocker
Hydrolon
Hydroshur
Impasto
Imperial Alkyd Solid Stain
Imperial Dry Brite HS Sealer
Imperial Ducklac
Imperial Enamel Undercoat
Imperial Exterior 100% Acrylic
Imperial Exterior Latex
Imperial HB Pre-Cat Lacquer
Imperial High Solids Tuff
Imperial Int/Ext Lacquer
Imperial Interior Lolustring Latex
Imperial Interior Oil Wiping Stain
Imperial Interior Ultraltral Latex
Imperial Machinery Enamel
Imperial Marproof Lacquer
Imperial Master Painter Enamel
Imperial Norsekote Latex
Imperial Polar Latex
Imperial Polyurethane Varnish
Imperial Porch & Deck Enamel
Imperial Recharge
Imperial Rust-Inhibitive Primers
Imperial Silguard Sealer
Imperial UltraCoat Dryfall
Imperial UltraCoat Int Dryfog
Imperial WB Edge Seal
Appendix G

Impervex Latex High Gloss Metal & Wood Enamel
Impervo 440 Spar Varnish
Impervo Alkyd High Gloss Metal & Wood Enamel
Imprint Coat™
In The Swim
Insl-Cap™ Lead Encapsulating Compound
Insl-X: Aqua Lock Plus Water Based Primer/Sealer/Stain Killer
Insl-X: Concrete Stain Waterproofing Sealer
Insl-X: Odor Less Alkyd Primer/Sealer/Stain Killer
Insl-X: One Prep
Insl-X: Prime Lock Alkyd Based Primer/Sealer/Stain Killer
Insl-X: Prime Lock Plus Alkyd Based Primer/Sealer/Stain Killer
Insl-X: Rubber Based Pool Paint
Insl-X: Seal Lock Alcohol Based Primer/Sealer/Stain Killer
Insl-X: Stix® Acrylic Bonding Primer
Insl-X: Stix® Solvent Bonding Primer
Insl-X: Sure Step® Anti Slip Coating
Invisi-Guard Sealer
Ironclad Alkyd Low Lustre Metal & Wood Enamel
Ironclad Latex Low Lustre Metal & Wood Enamel
Ironclad Super Satin Finish Enamel Kadalac
Kelly-Moore Acry-Lustre
Kelly-Moore Acry-Plex
Kelly-Moore Acry-Shield
Kelly-Moore Acry-Shield Stain
Kelly-Moore Acry-Tred
Kelly-Moore Alkydex
Kelly-Moore Color Max
Kelly-Moore Color Shield
Kelly-Moore Dry Fog II
Kelly-Moore Dura-Poxy +
Kelly-Moore Dura-Poxy + Porch & Floor
Kelly-Moore Ecoat
Kelly-Moore Elastakote
Kelly-Moore Envira Pxy
Kelly-Moore Envira-Crete
Kelly-Moore Enviro Coat
Kelly-Moore Enviro Coat - Heat Reflective
Kelly-Moore EZ Sand
Kelly-Moore Flo-Cote
Kelly-Moore Green Coat
Kelly-Moore Industrial
Kelly-Moore Kel-Aqua
Kelly-Moore Kel-Bond
Kelly-Moore Kel-Cote
Kelly-Moore Kel-Guard
Kelly-Moore Kel-Pro
Kelly-Moore Kel-Seal
Kelly-Moore Kel-Tex
Kelly-Moore Kel-Thane II
Kelly-Moore Kel-Tone
Kelly-Moore KM Professional
Kelly-Moore Mark Right
Kelly-Moore Mill White Dry Fog
Kelly-Moore Modern Wood Finish
Kelly-Moore Plasti-Name
Kelly-Moore Pre-Cote
Kelly-Moore Seasons
Kelly-Moore Silver Shield
Kelly-Moore Stain Lock
Kelly-Moore Stainz-Rite
Kelly-Moore Stripe & Zone
Kelly-Moore Stucco-Seal
Kelly-Moore Tred-Cote
Kelly-Moore Uni-Prime
Kelly-Moore Vapor Shield
Kelly-Moore Weather Shield
Kelly-Moore Woodcraft
Kemiko Clear-A-Thané
Kemiko Easy Shine
Kemiko Neutra Clean
Kemiko Repels Sealer
Kemiko Stone Sealer II
Kemiko Stone Tone Buff on Wax
Kemiko Stone Tone Buff on Wax II
Kemiko Stone Tone Concrete Stain
Kemiko Stone Tone Stain
Kilz
Kilz Casual Colors
Kilz Color Place
Kilz Cover Pro
Kilz Pro-X
Kilz True Tone
Kitchen & Bath
Kolor Kote
Landzettel Architectural Coatings, Primers and Stains
Latex Multi Purpose Primer / Finish Laura Ashley
Lcoat high gloss
Lcoat impregnator
Lcoat low gloss
Lead Block
Lifemaster Accents
Lifemaster No VOC
Lifemaster Oil
Life Paints and Primers
Lifeline Exterior
LifeLine Interior
Lifeline Ultra-2
Lifeline Ultra-7
Lifestyle Exterior Latex Primer
Lifeline Accents
Lifeline No VOC
Lifeline Oil
Lime Paint & Wash™
Lime Slag™
Lo-Glo
Long End Seal
Low Voc Alkyd Zone Paint
Lucido
Lucite
Lullaby Paints
LusterPad™
LusterStone®
LusterSuede™
Luxwall
Magic Maintenance One
Magick Majestic II
Magic Majic Aluminum Rustkill Enamel
Magic Majic Diamondhard Acrylic Enamel (Various Colors)
Magic Majic Flat White Easy Spread Interior Latex
Magic Majic Gloss Black Rustkill Enamel
Magic Majic Gloss Diamondhard Acrylic Enamel (Various Colors)
Magic Majic Gloss Midtone TB #2
Magic Majic Gloss Neutral TB #4
Magic Majic Diamondhard Acrylic Enamel
Magic Majic White Rustkill Enamel
Magic Majic Gray Primer Rustkill Enamel
Magic Majic Grey Primer Diamondhard Acrylic Enamel
Magic Majic Interior Exterior Oil Base Floor Paint (Various Colors)
Magic Majic Red Oxide Primer
Magic Majic Diamondhard Acrylic Enamel
Magic Majic Red Oxide Rustkill Enamel
Magic Majic RUSTKILL ENAMEL (Various Colors)
Magic Majic Satin Deep TB #3
Magic Majic Satin Diamondhard Acrylic Enamel
Magic Majic Satin Diamondhard Acrylic Enamel (Various Colors)
Magic Majic Satin Midtone B #2
Magic Majic Diamondhard Acrylic Enamel
Magic Majic White Lifestyle Exterior Latex Primer
Magic Majic White Primer Professional Exterior Latex House Paint
Mannorino
Manor Hall
Manor Hall® Exterior
Manor Hall* Timeless®
Manor Hall® Timeless® Exterior
Manor Hall® WB Alkyd (New Tech.)
Marble-it™ Agent
Marine Enamel
Martha Stewart Living
Mason's Select
Master Dutch Metal™
Master Extender™
Master Finishing Medium™
Master Finishing Wax™
Master Guard Oil and Spot Primer
Master Guard Sealer
Master Guard Wood Sealer
Master's Magic
Masterchem
MasterCreme™
Matte Wall Sealer™
MAXLIFE
Maxum 2 Solid Acrylic Stain
Maxum 2+ Ultimax
Maxum 3 Flat Acrylic House Paint
Maxum 4+ Ultimax Satin House Paint
Maxum 6 Solid Oil Stain
Maxum 7700 Transparent Oil Deck & Siding Stain
Maxum 9+ Ultimax Lo Luster House Paint
Maxum Semi Transparent Deck Stain
Maxum Sheer Naturals Deck Stain
Maxum Solid Deck Stain
MBP Flat
McCloskey
McCloskey Man-O-War
McCloskey Multi-Use
McCloskey Special Effects
McCloskey Stains
McCoy's
Meeting of the Masters®
Melamine
Messmer's Composite Deck Finish
Messmer's Decking Stain
META CREME™
Metal Etch
Metal Ready Universal
MetalGlow®
Mica Glow Flakes™
Mica Glow Powder™
Miller 45 Minute Primer
Miller Acrylic Undercoat
Miller Aluminum Undercoat
Miller Aluminum Paint
Miller Aqua -fall
Miller Clear Varnish
Miller Devine Canopy
Miller Devine Delicate Wall
Miller Devine Foundation
Miller Devine Green
Miller Devine Luscious Trim
Miller Devine Powder
Miller Drifall Stalite
Miller Edge Seal
Miller Enamel Undercoat
Miller Equipment Enamel
Miller Evolution
Miller Floor&Porch Enamel
Miller Gym Coat
Miller HB Opaque Stain
Miller Kril
Miller Metal Primer
Miller Milastic
Miller Millersarl
Miller Modern Wood Stain
Miller NW Weathergard'
Miller Penetrating Conditioner
Miller Performance
Miller Polyurethane Varnish
Miller Premium
Miller Premium Enamel
Miller Pure Paint
Miller Rust Control Primer
Miller Spar Enamel
Miller Spar Varnish
Miller Speed Enamel
Miller Stain Blocking Primer
Miller Super Color
Miller Super Seal
Miller Tuff Tread
Miller Vapor-Lok
Miralite
Mirro Glide
Mirrolac Devoe EPC
Mirrolac Speed Devoe EPC
Monochem 1
Monochem 200
Monochem 21
Monochem 300
Monochem 300 WB
Monochem 310
Monochem 610
Mono-Clean
Monoseal
Moorcraft Super Craft Interior Latex Primer
Moorcraft Super Craft Latex Block Filler
Moorcraft Super Craft Latex
Eggshell Enamel
Moorcraft Super Craft Latex Flat
Moorcraft Super Craft Latex Semi-Gloss Enamel
Moorcraft Super Hide Alkyd Semi-Gloss Enamel
Moorcraft Super Hide Latex
Eggshell Enamel
Moorcraft Super Hide Latex Flat
Moorcraft Super Hide Latex Primer/Undercoater
Moorcraft Super Hide Latex Semi-Gloss Enamel
Moore's Acrylic Masonry Sealer
Moore's Alkyd Masonry Clear Sealer
Moore's Alkyd Porch & Floor Enamel
Moore's High Build Acrylic Masonry Primer
Moore's K & B Enamel
Moore's Latex Floor & Patio Enamel
Moore's Muresco Ceiling White
Moore's Swimming Pool Paint
Moorgard Latex Low Lustre House Paint
Moorglo Latex House & Trim Paint
Moorlastic 100% Acrylic Elastomeric Waterproofing Coatings
Moorlastic Acrylic Elastomeric-Fine Texture
Moorlife Latex House Paint
Multiplex
Multi-ProTM
Multispec
Mult-Surface Utility Enamel
Muralo Quick Tred (various colors)
Muralo Quick Tred Tex (various colors)
Muralo Specialty Coatings
Natura Interior Zero Voc Latex Eggshell
Natura Interior Zero Voc Latex Flat
Natura Interior Zero Voc Latex Primer 511
Natura Interior Zero Voc Latex Semi-Gloss
Naturescapes
Nelsonite Cleargard
Nelsonite Deckgard (various colors)
Nelsonite Speedcote (various colors)
Norco
Novia/Ambersal Pack Satin
Novia/Ambersal Pack Semi-Gloss
Odds N Ends
<table>
<thead>
<tr>
<th>Odor Less Alkyd Primer/Sealer/Stain Killer</th>
<th>Olympic One</th>
<th>Polishing Compound&lt;sup&gt;™&lt;/sup&gt;</th>
</tr>
</thead>
<tbody>
<tr>
<td>OKON</td>
<td>Olympic Premium Acrylic</td>
<td>Porch &amp; Floor Devo</td>
</tr>
<tr>
<td>Old Masters Brushing Lacquer</td>
<td>Olympic Premium Paint</td>
<td>Portersen&lt;sup&gt;®&lt;/sup&gt;</td>
</tr>
<tr>
<td>Old Masters Fast Dry Stain</td>
<td>Olympic Stains (interior/exterior)</td>
<td>Power Guard color enhancer</td>
</tr>
<tr>
<td>Old Masters Gel Stain</td>
<td>Olympic Waterguard</td>
<td>Power Guard high gloss</td>
</tr>
<tr>
<td>Old Masters Graining Base</td>
<td>Olympic Weathering Stain</td>
<td>Power Guard Impregnator</td>
</tr>
<tr>
<td>Old Masters H2O Wood Stain</td>
<td>Olympic WoodProtector</td>
<td>Power Guard low gloss</td>
</tr>
<tr>
<td>Old Masters Oil Based Gel Polyurethane</td>
<td>One TIME Wood Preservative (various colors)</td>
<td>Power Guard penetrating sealer</td>
</tr>
<tr>
<td>Old Masters Oil Based Polyurethane</td>
<td>Optilon</td>
<td>PPI&lt;sup&gt;™&lt;/sup&gt; Waterborne Finish</td>
</tr>
<tr>
<td>Old Masters Oil Based Quick-Dry Varnish</td>
<td>Orgill</td>
<td>Prelude</td>
</tr>
<tr>
<td>Old Masters Oil Based Sending Sealer</td>
<td>Other Devoe Paint</td>
<td>Premier</td>
</tr>
<tr>
<td>Old Masters Oil Based Super Varnish</td>
<td>O’Villa Sabina&lt;sup&gt;™&lt;/sup&gt;</td>
<td>Premium</td>
</tr>
<tr>
<td>Old Masters Oil Based Spar Marine Varnish</td>
<td>O’Villa&lt;sup&gt;*&lt;/sup&gt;</td>
<td>Premium Ceiling White</td>
</tr>
<tr>
<td>Old Masters Penetrating Sealer</td>
<td>O’Villa&lt;sup&gt;*&lt;/sup&gt; Finishing Plaster</td>
<td>Premium Classic</td>
</tr>
<tr>
<td>Old Masters Penetrating Stain</td>
<td>O’Villa&lt;sup&gt;*&lt;/sup&gt; Wax</td>
<td>Premium Decor</td>
</tr>
<tr>
<td>Old Masters Tinting glaze</td>
<td>Painter’s Select</td>
<td>Premium Exterior Stain Acrylic Solid Deck</td>
</tr>
<tr>
<td>Old Masters Water-based Clear Finish</td>
<td>Painter’s Series</td>
<td>Premium Exterior Stain Acrylic Solid Siding</td>
</tr>
<tr>
<td>Old Masters Water-based Polyurethane</td>
<td>Painter’s Touch</td>
<td>Premium Exterior Stain Alkyd Clear Finish</td>
</tr>
<tr>
<td>Old Masters Water-based Sanding Sealer</td>
<td>Painter’s Friend&lt;sup&gt;®&lt;/sup&gt;</td>
<td>Prep Step</td>
</tr>
<tr>
<td>Old Masters Wiping Stain</td>
<td>Palazzo</td>
<td>Prep-A-Wall Water Based Pre-Wallcovering Primer</td>
</tr>
<tr>
<td>Old Masters Exterior Water-based Spar Urethane</td>
<td>Palette Deco™</td>
<td>Preserva Wood</td>
</tr>
<tr>
<td>Old World PlasterTex&lt;sup&gt;™&lt;/sup&gt;</td>
<td>Palladino</td>
<td>Prestige</td>
</tr>
<tr>
<td>Old World Crackle Textured&lt;sup&gt;™&lt;/sup&gt;</td>
<td>Paralon 2</td>
<td>Primatte</td>
</tr>
<tr>
<td>Old World Crackle&lt;sup&gt;™&lt;/sup&gt; Pull Off</td>
<td>Patio &amp; Deck</td>
<td>Prime Lock Alkyd Based</td>
</tr>
<tr>
<td>Old World Fresco&lt;sup&gt;®&lt;/sup&gt;</td>
<td>Patio Perfect</td>
<td>Primer/Sealer/Stain Killer</td>
</tr>
<tr>
<td>Old World Fresco&lt;sup&gt;™&lt;/sup&gt; Textured</td>
<td>Patio Tones</td>
<td>Prime Lock Plus Alkyd</td>
</tr>
<tr>
<td>Old World Lime Based Paint&lt;sup&gt;™&lt;/sup&gt;</td>
<td>PEEL-BOND</td>
<td>Primer/Sealer/Stain Killer</td>
</tr>
<tr>
<td>Old World Lime Slag&lt;sup&gt;™&lt;/sup&gt;</td>
<td>Penochrome Devoe/Fuller</td>
<td>PRIME START</td>
</tr>
<tr>
<td>Old World Marmorino&lt;sup&gt;®&lt;/sup&gt;</td>
<td>Penofin Concrete &amp; Masonry Stain</td>
<td>Prime Time</td>
</tr>
<tr>
<td>Old World Pigment&lt;sup&gt;™&lt;/sup&gt;</td>
<td>Penofin Wood Finishes</td>
<td>Prime Time Plus</td>
</tr>
<tr>
<td>Old World Rust&lt;sup&gt;™&lt;/sup&gt; Package</td>
<td>Performance Plus</td>
<td>PRIME-N-SEAL</td>
</tr>
<tr>
<td>Old World SandStone&lt;sup&gt;™&lt;/sup&gt;</td>
<td>Perma White</td>
<td>Primer Surfacer&lt;sup&gt;™&lt;/sup&gt;</td>
</tr>
<tr>
<td>Old World Stucco Lustro&lt;sup&gt;™&lt;/sup&gt;</td>
<td>Perma-Crete&lt;sup&gt;®&lt;/sup&gt; Masonry Coatings</td>
<td>Primero</td>
</tr>
<tr>
<td>Old World TextureCoat&lt;sup&gt;™&lt;/sup&gt;</td>
<td>Perma-Crete&lt;sup&gt;®&lt;/sup&gt; Primer</td>
<td>PrimEtch&lt;sup&gt;™&lt;/sup&gt;</td>
</tr>
<tr>
<td>Old World Venetian Sealer&lt;sup&gt;™&lt;/sup&gt;</td>
<td>Permanizer&lt;sup&gt;®&lt;/sup&gt;</td>
<td>Primz220</td>
</tr>
<tr>
<td>Old World Venetian Wax&lt;sup&gt;™&lt;/sup&gt;</td>
<td>Permaseal</td>
<td>Pro Finishes</td>
</tr>
<tr>
<td>Old World Veneziano&lt;sup&gt;™&lt;/sup&gt;</td>
<td>Permashield 100</td>
<td>Pro Flat</td>
</tr>
<tr>
<td>Old World?Lime Paint &amp; Wash&lt;sup&gt;™&lt;/sup&gt;</td>
<td>Permashield 1000</td>
<td>Pro Fresh</td>
</tr>
<tr>
<td>Old World™ Quartz Priming Coat</td>
<td>Permashield 200</td>
<td>Pro Grade</td>
</tr>
<tr>
<td>Ode?World Crackle Size&lt;sup&gt;™&lt;/sup&gt;</td>
<td>Permashield 2000</td>
<td>Pro Maintenance</td>
</tr>
<tr>
<td>Olympic</td>
<td>Permashield Base</td>
<td>Pro Shopper</td>
</tr>
<tr>
<td>Olympic 15 Year</td>
<td>Permashield DTM</td>
<td>Pro Siding PlusTM</td>
</tr>
<tr>
<td>Olympic Clear Wood Preservative</td>
<td>Permashield NS</td>
<td>ProBond</td>
</tr>
<tr>
<td>Olympic Deck Fence and Siding Stain &amp; Primer</td>
<td>Permashield Premium</td>
<td>Proceed Decorative Paints</td>
</tr>
<tr>
<td>Olympic Fasthide</td>
<td>Permashield Sacrificial</td>
<td>ProCoat</td>
</tr>
<tr>
<td>Olympic Maximum</td>
<td>Permax</td>
<td>ProCoat</td>
</tr>
<tr>
<td>Olympic Oil Stain</td>
<td>Pitt-Cryl&lt;sup&gt;®&lt;/sup&gt;</td>
<td>ProCoatic</td>
</tr>
<tr>
<td></td>
<td>Pitt-Cryl&lt;sup&gt;®&lt;/sup&gt; Plus</td>
<td>Professional Coatings</td>
</tr>
<tr>
<td></td>
<td>Pittsburgh Paints Grand Distinction</td>
<td>Professional Finishes</td>
</tr>
<tr>
<td></td>
<td>Pittsburgh Paints Ultra</td>
<td>Profit:Gloss and Satin</td>
</tr>
<tr>
<td></td>
<td>Pittsburgh Paints Ultra Advanced Stain</td>
<td>ProFX Custom Clear&lt;sup&gt;™&lt;/sup&gt;</td>
</tr>
<tr>
<td></td>
<td>Pittsburgh Paints Weatherscreen Paint</td>
<td>Pro-MasterTM 2000 Latex</td>
</tr>
<tr>
<td></td>
<td>PlasterTex&lt;sup&gt;®&lt;/sup&gt;</td>
<td>(Including Primer)</td>
</tr>
<tr>
<td></td>
<td>PLASTIC AND VINYL NT</td>
<td>Pro-Plate Enamel - Rust</td>
</tr>
<tr>
<td></td>
<td>Plasti-Kote</td>
<td>Preventative Coating</td>
</tr>
</tbody>
</table>
Appendix G

Protectosil
Protectosil AQUA-TRETE
Puma
Puma-XL
Pure Performance®
QuartStone™
Quick Dry Zar Sanding Sealer (Gloss/Satin)
Quick Stain
Quik Hide
Quikrete
RADCON (VARIous COLORS)
Rainstopper Concrete Stain
Ralph Lauren Paints
Rapid Roof HV
Rapid Roof III
Reactive Series™
Recover Recycled Paint Products
Regal Premium Interior Latex
Eggshell Finish
Regal Premium Interior Latex Flat Finish
Regal Premium Interior Latex Matte Finish
Regal Premium Interior Latex Pearl Finish
Regal Premium Interior Latex Semi-Gloss Finish
Regal Premium Interior Primer
Regal Select Premium Interior
Eggshell
Regal Select Premium Interior Flat
Regal Select Premium Interior Matte
Regal Select Premium Interior Pearl
Regal Select Premium Interior Primer
Regal Select Premium Interior Semi-Gloss
Regency
Rembrandt
Res-Cure DS
REsTORZ
Rockwood Color Seal
Rockwood W1000
Rodda AC Line
Rodda Accent Primer
Rodda All Purpose Equipment Enamel
Rodda Aqua Master
Rodda Cat-A-Lac
Rodda Color Base
Rodda Control Primer
Rodda Crystal Clear
Rodda EZEE Coat
Rodda Fast Dry Floor Finish
Rodda First Coat
Rodda Horizon
Rodda Interior Performance
Rodda Lasyn
Rodda Mar Resist
Rodda Master Painter
Rodda Metal Master
Rodda Modern Wood Stain
Rodda Multi Master
Rodda MultiPrime
Rodda plexitoe
Rodda Ply-Coat
Rodda PMC 300
Rodda Porsalite
Rodda Restoration Hardware
Rodda Roseal
Rodda Rural Manor
Rodda Scotseal
Rodda Speed Primer
Rodda SR Ultra
Rodda Super Reflex
Rodda Surfboard
Rodda Terra
Rodda Tuff Deck
Rodda Ultimate II
Rodda Unique II
Rodda Vapor Block
Rodda Vapor Shield
Rodda Weather Performance
Rodda Wood Master
Roofers Choice
Royal Supreme
RsActivator*
RsCrete*
RsGlaze*
RsGranite*
RsPlaster*
RsSandStone Flake™
RsSandStone®
RsSeries™
RsStone*
RsTravertino*
RsWaterWax*
Rubber Based Pool Paint
Rubbing Compound™
Rudd Acryl Fin™ Finish
Rudd Aerodyne™ (various colors)
Rudd Basetoner™ (various colors)
Rudd Catalast™ Lacquer (various colors)
Rudd Chromacat™ Lacquer (various colors)
Rudd Chromawipe NVO™ Wiping Stain (various colors)
Rudd Chromawipe™ Wiping Stain (various colors)
Rudd Colorplex™ Lacquer (various colors)
Rudd Colorplex™ Undercoaters (various colors)
Rudd Colortools™ Base Toner Dye Stain (various colors)
Rudd Colortools™ Colorants (various colors)
Rudd Colortools™ Colorants (various colors)
Rudd Colortools™ Dye Concentrates (various colors)
Rudd Colortools™ LH Spray Stain (various colors)
Rudd Colortools™ Wiping Stain (various colors)
Rudd Duracat-V 550 VOC Lacquer
Rudd Duracat-V 550 VOC Sealer
Rudd Duracat-V Plus™ Lacquer
Rudd Duracat-V™ Lacquer (various colors)
Rudd Duracat-V™ Sealer (various colors)
Rudd Durafill™ Wood Filler
Rudd Duralac™ Lacquers (various colors)
Rudd Excelite™ Lacquer (various colors)
Rudd Fastwipe™ Wiping Stain (various colors)
Rudd Glaze Stain
Rudd Hi-build™ Fast Dry Finish
Rudd Hycryl™ Waterborne Finish
Rudd Hycryl™ Waterborne Sealer
Rudd Hyplex™ Lacquer (various colors)
Rudd ISC™ Stains (various colors)
Rudd ISS LH™ Spray Stains (various colors)
Rudd ISS™ Spray Stains (various colors)
Rudd IWS™ Wiping Stains (various colors)
Rudd Natuseal™ Stains (various colors)
Rudd Nulustre™ Lacquer
Rudd Nu-wave™ Lacquer (various colors)
Rudd Nu-wave™ Sealers (various colors)
Rudd Nu-wave™ Stains (various colors)
Rudd On-site™ Lacquer
Rudd Plastiprime™ (various colors)
Rudd Primer Undercoater (various colors)
Rudd Prism™ Waterborne Stains (various colors)
Rudd Probblend 350 VOC™ Spray/Wiping Stains (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) | Sinak 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 | SoftStop | StucoLux™ |
| Rustic II | SofTex™ | StucoLux™ Fine Polishing |
| SafeChoice | Solid Color Exterior Stain | StucoLux™ Hi-Lite |
| Safecoat | Somay Acrylic Latex Primer/Undercoater | StucoLux™ Marmorino |
| Safecoat Naturals | Somay Elastomeric Patch & Seal | StucoLux™ Metallic Metal |
| SandStone™ | Somay Elastomeric Wall Mastic | StucoLux™ Seal |
| Satin Impervio 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 Surface Conditioner &Primer | Sunshield 3800 |
| SeaFin Ship n'Shore Sealer | Somay Premium Floor Enamel | Sunshield 3800FR |
| SeaFin Super Spar Varnish | Somay Premium High Hyde | Super Acrylic II |
| SeaFin Teak Oil | Somay Premium PST | Super Craft Latex Field Marking Paint |
| Seal & Finish | Somay Premium Roof Paint | Super Kote |
| Seal Grip® Primers (Acrylic &Oil) | Somay Roof Mastic | Super Kote 1000 |
| Seal Lock Alcohol Based Primer/Sealer/Stain Killer | Somay Sports Court Non-Skid coating | Super Kote 3000 |
| SENGUARD™ | Somay SterilShield Fungstatic Paint | Super Kote 5000 |
| Serena&Lily | SoSlow® | Super Spec 100% Acrylic Exterior Flat |
| Setcoat® | Spar Varnish | Super Spec 100% Acrylic Exterior Satin |
| Severe Weather Contractor Finish | Spatter Add™ | Super Spec 100% Acrylic Semi-Gloss Enamel |
| Shake Shield | Spatter Gel™ | Super Spec Acrylic Exterior Stain 179 |
| SheilStone Primer GL | Speed Cote | Super Spec Alkyd Calcimine Recoater |
| Shell Stone | Speed Primer | Super Spec Alkyd Enamel Undercoater & Primer Sealer |
| Shingle Seal | Speedcote | Super Spec Alkyd Exterior Primer |
| Show Kote | Speedhide® | Super Spec Alkyd Semi-Gloss Enamel |
| Shur-Fill | Speedhide® Latex Block Filler | Super Spec Busan 100% Acrylic Exterior Primer |
| Sikkens Cetol | Speedhide® MaxBuildTM | Super Spec DTM Sweep-Up Flat |
| Sikkens Rubbol | Speedhide® WB Alkyd (New Tech.) | Super Spec DTM. Alkyd Low Lustre Enamel |
| Silathane II Interior-Exterior Acrylic | SpeedLine Lacquers | Super Spec Flat Latex House Paint |
| Silathane Interior-Exterior Alkyd | Speedpro® | Super Spec Green - Eggshell 781 |
| Silk Stone | Speedsheen | Super Spec Green - Flat |
| Silken Touch® | Speedwall | Super Spec Green - Primer |
| Silken Touch® Ceiling White | Speedwall | Super Spec Hp Alkyd Metal Primer |
| SILOX SEAL "A" SIDE | Sport Paint (all colors) | Super Spec Hp Clear Acrylic Sealer |
| Siloxy Seal | Sport Poly 350 Sga | Super Spec Hp DTM Acrylic |
| Simply Glaze | Sport Seal 350 Sga | |
| Simpson Black Fill Coat | SR PRO 7 | |
| Simpson CAB Acrylic clear and pigmented lacquers | Stain & Seal™ | |
| Simpson Contractors Lacquers | Stainmaster | |
| Simpson Conversion Varnish | STAIN-PROOF ORIGINAL™ | |
| | STAIN-PROOF PLUS™ | |
| | Start Right | |
| | StencilFX™ | |
Super Spec Hp DTM Alkyd Gloss Enamel
Super Spec Hp DTM Alkyd Low Lustre Enamel
Super Spec Hp DTM Alkyd Semi-Gloss Enamel
Super Spec Hp Shop-Coat Alkyd Metal Primer
Super Spec Hp Universal Metal Primer
Super Spec Hp Urethane Alkyd Gloss Enamel
Super Spec Hp Urethane Alkyd Low Lustre Enamel
Super Spec Hp Urethane Alkyd Semi-Gloss Enamel
Super Spec Hp Urethane Alkyd Gloss Enamel
Super Spec Hp Urethane Alkyd Low Lustre Enamel
Super Spec Hp Urethane Alkyd Semi-Gloss Enamel
Super Spec Urethane Alkyd Gloss Enamel
Super Spec Interior Alkyd Satin
Super Spec Latex Block Filler
Super Spec Latex Eggshell Enamel
Super Spec Latex Semi-Gloss Enamel
Super Spec Latex House & Trim Paint
Super Spec Latex Pearl Finish
Super Spec Latex Semi-Gloss Enamel
Super Spec Latex Vapor Barrier Primer Sealer
Super Spec Low Lustre Latex House Paint 185
Super Spec Prep Coat White
Super Spec Sanding Sealer
Super Spec Satin-Fil
Super Spec Stain Blocking Alkyd Primer
Super Spec Sweep Up Alkyd Semi-Gloss
Super Spec Sweep Up Latex Semi-Gloss
Super Spec Sweep Up Spray Alkyd Eggshell
Super Spec Sweep-Up Alkyd Flat
Super Spec Sweep-Up Latex Flat
Super Spec Sweep-Up Production Alkyd
Super Sport
Super Sport Finish w/o Crosslinker
Super Sport Sealer
Superdeck
Superflat
Supreme Acrylic
Supreme Oil
Sure Shine
Sure Step™ Anti Slip Coating
SureTred Deck Coating Kit
Surmax
Sur-Prep V Rust Converter
SWC NatureColor® Base Coat (various colors)

SWC NatureColor® Recoater (various colors)
SWC NatureOne Renew
SWC NatureOne® 100% Acrylic Exterior (various colors)
Synteko Best
Synteko Classic
Synteko Extra
Synteko Natural
Synteko Pro
Synteko Sealmaster
Synteko Sealmaster
T20 II Multi Purpose Sealer
Tack Coat
Tag-Out Graffiti Paint
Take One Scenic Paint
Temproof 1200 Stove paint
Tex Metallic Top coat (different colors)
Tex*Cote Base
Tex*Cote Block Filler
Tex*Cote Classic
Tex*Cote Gard
Tex*Cote Metal Primer
Tex*Cote TC100
Tex*Cote TC300
Tex*Cote TC400
Tex*Cote TC600
Tex*Cote Topcote
Tex*Cote X70 Water Base
TexClear
Texcrete
Texcrete Wb
TexPrep Primer
TexProtect
TexSeal
Texture Coat™
TextureFil™
The Faux Store®
The Freshera Choice
Thick SandStone™
Tile Guard
Timber Pro UV Internal Wood Stabilizer
Timber Pro UV Crystal Urethane
Timber Pro UV Deck & Fence Formula
Timber Pro UV Internal Concrete Sealer
Timber Pro UV Log & Siding Formula
Timber Pro UV Masonry Top Sealer
Timberflex
Timberflex II
Timberflex Pro
Timberlox
Titanium Series
TK HD Eggshell
TK Matte Latex
TK Satin Gloss Latex

TK Tri -Sheen Tilt-up
TK Tri Wall
TK Tri-Sheen Coarse
TK Vinyl Prep primer
Top Choice
Total Wood Preservative
Total-ProTM
Tough Shield
Tough Tex
Tough Walls
Towerthorn
Traffic Satin Single
TRIM MAGIC
Trim Paint - Glidden
Tru Seal
TrueTint Stone™
Tru-Flex Tennis Court & Athletic Field Coatings
TuffGuard
TWP
TWP MILDEW SEALER
UGL Pro Finish (all Gloss Levels)
Ultra Color Devoe Paint
Ultra Hide 150 Exterior
Ultra Hide 150 High-Build
Ultra Hide 150 Interior
Ultra Hide 150 Masonry
Ultra Hide 250
Ultra Spec WB Interior Eggshell
Ultra Spec WB Interior Flat
Ultra Spec WB Interior Satin
Ultra Spec WB Interior Semi-Gloss
Ultra Tech Eco Interior Latex Dry Fall Flat
Ultra Tech Exterior Paint
Ultra Tech Interior Paint, Primer, Sealer
Ultra Tech Pre-Catalyzed WB Epoxy Semi-Gloss
Ultra Tech Zero VOC
Ultra Zar Plus (Gloss/Satin)
Ultra-Fill
Ultra-Hide
Ultra-Lastic
Ultra-Prime
UltraTech Acrylic Wood Primer
UltraTech Acrylic-Epoxy Concrete & Masonry Sealer
UltraTech Universal Water-Based Metal Primer
Unit-Ready
URA-FLOOR GLOSS WB URETHANE
Ure-Sheen
Ure-Sheen CRU
Ure-Sheen CRU (CA)
Ure-Sheen W
UV Plus
UV Plus for Hardwoods
<table>
<thead>
<tr>
<th>Valspar Anti-Rust</th>
<th>Vista Metal Pro Primer</th>
</tr>
</thead>
<tbody>
<tr>
<td>Valspar Climate Zone</td>
<td>Vista Paint Coverall Maintenance Coating</td>
</tr>
<tr>
<td>Valspar Color Style</td>
<td>Vista Premium Flat Wall</td>
</tr>
<tr>
<td>Valspar Decorator</td>
<td>Vista PVA Primer</td>
</tr>
<tr>
<td>Valspar Duramax</td>
<td>Vista Roof Coating</td>
</tr>
<tr>
<td>Valspar Elan</td>
<td>Vista Seal Kote PVA Sealer</td>
</tr>
<tr>
<td>Valspar Integrity</td>
<td>Vista Tilt-Up Primer</td>
</tr>
<tr>
<td>Valspar Medallion</td>
<td>Vista Unicoat</td>
</tr>
<tr>
<td>Valspar Medallion Primers</td>
<td>Vista Uniprime</td>
</tr>
<tr>
<td>Valspar Prep-Step Primers</td>
<td>Vista Weathermaster</td>
</tr>
<tr>
<td>Valspar Pro 2000 Interior Contractor Finish</td>
<td>Vistat Uni-Prep</td>
</tr>
<tr>
<td>Valspar Professional Bonding Primer</td>
<td>VistaTerminator II</td>
</tr>
<tr>
<td>Valspar Professional Exterior</td>
<td>Vivid Accents</td>
</tr>
<tr>
<td>Valspar Professional Exterior Primer</td>
<td>Vuzzle from Muralo Deep Color finishes</td>
</tr>
<tr>
<td>Valspar Professional Interior</td>
<td>Wall Kote</td>
</tr>
<tr>
<td>Valspar Professional New Construction Primer</td>
<td>Wall SupremeTM</td>
</tr>
<tr>
<td>Valspar Professional PVA Primer</td>
<td>WallHide*</td>
</tr>
<tr>
<td>Valspar Restoration Series</td>
<td>Wall-Up</td>
</tr>
<tr>
<td>Valspar Signature Colors</td>
<td>Watco</td>
</tr>
<tr>
<td>Valspar Tractor &amp; Implement</td>
<td>Waterblock Masonry</td>
</tr>
<tr>
<td>Valspar Ultra Premium</td>
<td>Waterproofing Smooth</td>
</tr>
<tr>
<td>Valspar Weathercoat</td>
<td>Waterborne Ceiling Paint</td>
</tr>
<tr>
<td>Value</td>
<td>Waterborne Pool Paint</td>
</tr>
<tr>
<td>Varathane</td>
<td>Waterborne Satin Impervo Enamel</td>
</tr>
<tr>
<td>Varnish Plus™</td>
<td>Waterlox Original High Gloss Finish -TB 3182</td>
</tr>
<tr>
<td>Velour Devoe Paint</td>
<td>Waterlox Original Satin Finish-TB 6044</td>
</tr>
<tr>
<td>Velvin ETU</td>
<td>Waterlox Original Sealer/Finish-TB 5284</td>
</tr>
<tr>
<td>Veneciano</td>
<td>Waterlox VOC Compliant Satin Finish-TB 6035</td>
</tr>
<tr>
<td>Venetian Gem Bellissimo®</td>
<td>Waterlox VOC Compliant Satin FinishTB 6045</td>
</tr>
<tr>
<td>Venetian Gem™ Basecoat</td>
<td>Waterlox VOC Compliant Sealer/Finish-TB 6038</td>
</tr>
<tr>
<td>VenetianGem®</td>
<td>Weather All</td>
</tr>
<tr>
<td>Verdigris Color™</td>
<td>Weathering</td>
</tr>
<tr>
<td>Verdigris Package™</td>
<td>Weathering Primer</td>
</tr>
<tr>
<td>Versatex</td>
<td>WeatherOne CoverCoat</td>
</tr>
<tr>
<td>Vinyl FlatTM</td>
<td>WeatherOne Stain</td>
</tr>
<tr>
<td>Vinyl Latex Flat</td>
<td>Weatherproof Aluminum Paint</td>
</tr>
<tr>
<td>Vista Duraspray</td>
<td>Wipe on Zar (Semi Gloss/Satin)</td>
</tr>
<tr>
<td>Vista Acrobond</td>
<td>Wolman</td>
</tr>
<tr>
<td>Vista Acrobond Aquaseal</td>
<td>Wonder Guard</td>
</tr>
<tr>
<td>Vista Acrylic Primer, Filler</td>
<td>Wonder Hide</td>
</tr>
<tr>
<td>Vista Acryliccoat</td>
<td>Wonder Pure</td>
</tr>
<tr>
<td>Vista Acoustic Kote</td>
<td>Wonder Shield</td>
</tr>
<tr>
<td>Vista Block Kote</td>
<td>Wonder Tones</td>
</tr>
<tr>
<td>Vista Breezewall</td>
<td>Wonder-Pro</td>
</tr>
<tr>
<td>Vista City Guard</td>
<td>WONDER-PRO</td>
</tr>
<tr>
<td>Vista Coverall</td>
<td>Woodline Poly</td>
</tr>
<tr>
<td>Vista Coverall Low Vis Maintenance</td>
<td>Woodsman</td>
</tr>
<tr>
<td>Vista Duraglide</td>
<td>X-360 GREY</td>
</tr>
<tr>
<td>Vista Duratone</td>
<td>X-360 PRIMER</td>
</tr>
<tr>
<td>Vista Hi Build Sealer</td>
<td>X-900 CLEAR COAT</td>
</tr>
<tr>
<td>Vista Medallion Primers</td>
<td>Zar Ultra Exterior Polyurethane (all gloss Levels)</td>
</tr>
<tr>
<td>Vista Prep-Step Primers</td>
<td>Zar Classic (all Gloss Levels)</td>
</tr>
<tr>
<td>Vista Professional Bonding Primer</td>
<td>Zar Clear Wood Sealer</td>
</tr>
<tr>
<td>Vista Professional Exterior Primer</td>
<td>Zar Clear Wood Sealer Toner Base</td>
</tr>
<tr>
<td>Vista Professional Interior</td>
<td>Zar Deck &amp; Siding Stains Solid and Semi-Transparent (all colors)</td>
</tr>
<tr>
<td>Vista Professional New Construction Primer</td>
<td>Zar Exterior Polyurethane (Gloss/Satin)</td>
</tr>
<tr>
<td>Vista Professional PVA Primer</td>
<td>Zar Interior Polyurethane (all Gloss Levels)</td>
</tr>
<tr>
<td>Vista Professional Primer</td>
<td>Zar Ultra Interior Polyurethane (all Gloss Levels)</td>
</tr>
<tr>
<td>Vista Professional Primer</td>
<td>Zar Ultra Max OMU (all gloss Levels)</td>
</tr>
<tr>
<td>Vista Professional Primer</td>
<td>Zar Ultra Max Rejuvenator</td>
</tr>
<tr>
<td>Vista Professional Primer</td>
<td>Zar Ultra Max Sanding Sealer</td>
</tr>
<tr>
<td>Vista Professional Primer</td>
<td>Zar Ultra Max Wipe On</td>
</tr>
<tr>
<td>Vista Professional Primer</td>
<td>Zar Ultra Max Wood Stains (all colors)</td>
</tr>
<tr>
<td>Vista Professional Primer</td>
<td>Zar Wood Stains (all colors)</td>
</tr>
<tr>
<td>Vista Professional Primer</td>
<td>Zehrung</td>
</tr>
<tr>
<td>Vista Professional Primer</td>
<td>Zinsser</td>
</tr>
<tr>
<td>Vista Professional Primer</td>
<td>ZoneLine™ Zone Marking Paint</td>
</tr>
<tr>
<td>Vista Professional Primer</td>
<td>ZoneMark™ Athletic Field Marking Paint</td>
</tr>
<tr>
<td>Vista Professional Primer</td>
<td>ZoneMark™ Athletic Field Marking Paint</td>
</tr>
</tbody>
</table>
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: ___________________________ Date: ______________
    Marjaneh Zarrehparvar
    Executive Director

By: ___________________________ Date: ______________
    Name: [entity contact name]
    Title: [entity contact title]
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**

<table>
<thead>
<tr>
<th>Facility</th>
<th>Facility name</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sponsor (agency that holds the PBR)</td>
<td></td>
</tr>
<tr>
<td>Site address</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Sponsor</th>
<th>Contact Person</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contact Phone</td>
<td></td>
</tr>
<tr>
<td>Contact Email</td>
<td></td>
</tr>
<tr>
<td>Days &amp; hours of operations</td>
<td></td>
</tr>
<tr>
<td>Audience – HHW, CESQG, or both?</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Contractor</th>
<th>Company (day to day operator)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contact Person</td>
<td></td>
</tr>
<tr>
<td>Contact Phone</td>
<td></td>
</tr>
<tr>
<td>Contact Email</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Volumes</th>
<th>Latex Paint Collected 2010-11</th>
</tr>
</thead>
<tbody>
<tr>
<td>Oil Based Paint Collected 2010-11</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>If paint is stored in cu yd boxes (totes)...</th>
<th>Is there space to stack totes 3 high?</th>
</tr>
</thead>
<tbody>
<tr>
<td>How many totes can be stored?</td>
<td></td>
</tr>
<tr>
<td>Would latex and oil based paint be kept separate or commingled?</td>
<td></td>
</tr>
</tbody>
</table>

2. **List the following for planned Temporary Collection Events**

<table>
<thead>
<tr>
<th>One Day Events</th>
<th>How many annual (one day) events?</th>
</tr>
</thead>
<tbody>
<tr>
<td>Who is the sponsoring agency?</td>
<td></td>
</tr>
<tr>
<td>How many different sites do you use?</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Cities</th>
<th>Please list all cities where there are one day events held by this sponsor.</th>
</tr>
</thead>
</table>

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

*received after April 2, 2012
<table>
<thead>
<tr>
<th>County</th>
<th>Dated</th>
<th>Letter Signer</th>
<th>Agency / Affiliation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Riverside</td>
<td>Mar 12</td>
<td>Hans Kernkamp</td>
<td>Riverside County</td>
</tr>
<tr>
<td>Sacramento</td>
<td>Mar 9</td>
<td>Paul Philleo</td>
<td>Sacramento County</td>
</tr>
<tr>
<td>Sacramento</td>
<td>Mar 13</td>
<td>Rod Miller</td>
<td>City of Folsom</td>
</tr>
<tr>
<td>Sacramento*</td>
<td>May 8</td>
<td>Steve Harriman</td>
<td>City of Sacramento</td>
</tr>
<tr>
<td>San Benito</td>
<td>Mar 5</td>
<td>Normandy Rose</td>
<td>San Benito County IWM Regional Agency</td>
</tr>
<tr>
<td>San Bernardino</td>
<td>Feb 21</td>
<td>Ionie Wallace</td>
<td>San Bernardino County Fire Dept HHW Program</td>
</tr>
<tr>
<td>San Bernardino</td>
<td>Mar 15</td>
<td>Dan Chadwick</td>
<td>City of Fontana</td>
</tr>
<tr>
<td>San Diego</td>
<td>Mar 20</td>
<td>Tom Blair</td>
<td>City of San Diego - Environmental Services Dept.</td>
</tr>
<tr>
<td>San Francisco</td>
<td>Mar 19</td>
<td>Melanie Nutter</td>
<td>City &amp; County of San Francisco Dept. of Environment</td>
</tr>
<tr>
<td>San Joaquin</td>
<td>Mar 29</td>
<td>Kimbra Andrews</td>
<td>San Joaquin County</td>
</tr>
<tr>
<td>San Luis Obispo</td>
<td>Feb 21</td>
<td>William Worrell</td>
<td>San Luis Obispo County IWMA</td>
</tr>
<tr>
<td>San Mateo</td>
<td>Mar 8</td>
<td>Waymond Wong</td>
<td>San Mateo County Environmental Health Svcs.</td>
</tr>
<tr>
<td>Santa Barbara</td>
<td>Mar 6</td>
<td>Mark Schleich</td>
<td>County of Santa Barbara</td>
</tr>
<tr>
<td>Santa Barbara</td>
<td>Mar 7</td>
<td>Ron Vilarino</td>
<td>City of Santa Maria Utilities Department</td>
</tr>
<tr>
<td>Santa Barbara</td>
<td>Mar 20</td>
<td>Brian Borgatello</td>
<td>Marbord Industries</td>
</tr>
<tr>
<td>Santa Clara</td>
<td>Feb 22</td>
<td>Ron Arp</td>
<td>City of Palo Alto</td>
</tr>
<tr>
<td>Santa Clara</td>
<td>Mar 28</td>
<td>Dennis Kalson</td>
<td>County of Santa Clara</td>
</tr>
<tr>
<td>Santa Cruz</td>
<td>Mar 12</td>
<td>John Presleigh</td>
<td>County of Santa Cruz</td>
</tr>
<tr>
<td>Shasta*</td>
<td>May 4</td>
<td>Christina Piles</td>
<td>City of Redding Solid Waste Utility</td>
</tr>
<tr>
<td>Sierra</td>
<td>Mar 28</td>
<td>Mary Jo Rust</td>
<td>Sierra County Dept. of Public Works &amp; Transportation</td>
</tr>
<tr>
<td>Solano</td>
<td>Mar 21</td>
<td>Hector De La Rosa</td>
<td>City of Rio Vista</td>
</tr>
<tr>
<td>Solano*</td>
<td>Apr 4</td>
<td>Kari Holmes</td>
<td>City of Vacaville DPW</td>
</tr>
<tr>
<td>Sonoma</td>
<td>Mar 27</td>
<td>Henry Mikus</td>
<td>Sonoma County WMA</td>
</tr>
<tr>
<td>Tehama</td>
<td>Mar 13</td>
<td>Kristina Miller</td>
<td>Tehama County Sanitary Landfill Agency</td>
</tr>
<tr>
<td>Trinity</td>
<td>Mar 27</td>
<td>Mark Lockhart</td>
<td>Trinity County Solid Waste</td>
</tr>
<tr>
<td>Tuolumne</td>
<td>Feb 21</td>
<td>Bev Shane</td>
<td>Tuolumne County Solid Waste</td>
</tr>
<tr>
<td>Ventura</td>
<td>Mar 14</td>
<td>Bruce Belluschi</td>
<td>Ventura County IWMD</td>
</tr>
<tr>
<td>Ventura*</td>
<td>Apr 16</td>
<td>Gail Kaufman</td>
<td>City of Thousand Oaks Dept. of Public Works</td>
</tr>
<tr>
<td>Yolo</td>
<td>Feb 15</td>
<td>Marissa Juhler</td>
<td>County of Yolo</td>
</tr>
</tbody>
</table>

*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

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

Appendix K from the original Plan was deleted.

The information has been incorporated into Appendix N.
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,

Carroll Mortensen, Director
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
Collection Facility and Waste Paint Management Services Agreement

Between

PaintCare Inc.

and

________________________
# TABLE OF CONTENTS

<table>
<thead>
<tr>
<th>Section</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>RECITALS</td>
<td>3</td>
</tr>
<tr>
<td>ARTICLE 1 – DEFINITIONS</td>
<td>3</td>
</tr>
<tr>
<td>ARTICLE 2 – TERM OF AGREEMENT</td>
<td>5</td>
</tr>
<tr>
<td>ARTICLE 3 – GENERAL OBLIGATIONS OF THE SERVICE PROVIDER</td>
<td>5</td>
</tr>
<tr>
<td>ARTICLE 4 – REPRESENTATIONS AND WARRANTIES</td>
<td>7</td>
</tr>
<tr>
<td>ARTICLE 5 – GENERAL OBLIGATIONS OF PAINTCARE</td>
<td>8</td>
</tr>
<tr>
<td>ARTICLE 6 – TITLE AND RISK OF LOSS</td>
<td>8</td>
</tr>
<tr>
<td>ARTICLE 8 – AUDIT AND INSPECTION RIGHTS OF PAINTCARE</td>
<td>11</td>
</tr>
<tr>
<td>ARTICLE 9 – INDEMNIFICATION</td>
<td>12</td>
</tr>
<tr>
<td>ARTICLE 10 – INSURANCE</td>
<td>12</td>
</tr>
<tr>
<td>ARTICLE 11 – TERMINATION OF AGREEMENT</td>
<td>15</td>
</tr>
<tr>
<td>ARTICLE 12 – ASSIGNMENT AND SUBCONTRACTING</td>
<td>15</td>
</tr>
<tr>
<td>ARTICLE 13 – FORCE MAJEURE</td>
<td>16</td>
</tr>
<tr>
<td>ARTICLE 14 – NOTICES</td>
<td>17</td>
</tr>
<tr>
<td>ARTICLE 15 – INDEPENDENT CONTRACTOR STATUS</td>
<td>17</td>
</tr>
<tr>
<td>ARTICLE 16 – ARBITRATION</td>
<td>18</td>
</tr>
<tr>
<td>ARTICLE 17 – COMPLIANCE WITH LAW</td>
<td>18</td>
</tr>
<tr>
<td>ARTICLE 18 – SAFETY, HEALTH, AND ENVIRONMENTAL PROTECTION; RELEASES OF HAZARDOUS SUBSTANCES; EMERGENCY RESPONSE</td>
<td>19</td>
</tr>
<tr>
<td>ARTICLE 19 – CONFIDENTIALITY/PUBLICITY</td>
<td>20</td>
</tr>
<tr>
<td>ARTICLE 20 – MISCELLANEOUS PROVISIONS</td>
<td>20</td>
</tr>
<tr>
<td>ATTACHMENT A: SCOPE OF WORK</td>
<td>24</td>
</tr>
<tr>
<td>ATTACHMENT B: CALIFORNIA ARCHITECTURAL PAINT RECOVERY PROGRAM COLLECTION FACILITY GUIDELINES</td>
<td>26</td>
</tr>
<tr>
<td>ATTACHMENT C: PRICING</td>
<td>48</td>
</tr>
<tr>
<td>ATTACHMENT D: COLLECTION FACILITY INFORMATION</td>
<td>49</td>
</tr>
<tr>
<td>ATTACHMENT E: MODEL INVOICE</td>
<td>51</td>
</tr>
</tbody>
</table>
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

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 in 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 $\text{X},000,000 each occurrence, and $\text{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                      Authorized Signatory
PaintCare Inc.                             [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
Collection Facility Guidelines (Draft 5/15/12)

Contents

1. PaintCare® Collection Facilities .......................................................... 2
2. Accepting Leftover Paint ................................................................. 6
3. What is Acceptable ............................................................................ 8
4. Operations ......................................................................................... 9
5. Direct Reuse ...................................................................................... 11
6. Working with Transporters .............................................................. 12
7. Inspections & Records ................................................................. 13
8. Training & Safety ............................................................................. 14
9. Spill Response ................................................................................. 15

Appendices

A. CESQG Certification ................................................................. 17
B. Direct Reuse Waiver ................................................................. 18
C. Emergency Contact Information ........................................... 19
D. Training Records for Site Staff ................................................... 20

Contact Information

<table>
<thead>
<tr>
<th>Site Name:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Site Address:</td>
</tr>
<tr>
<td>Mailing Address, if different:</td>
</tr>
<tr>
<td>Site Contact 1. Name/Phone:</td>
</tr>
<tr>
<td>Site Contact 2. Name/Phone:</td>
</tr>
<tr>
<td>PaintCare® Contact Name/Phone:</td>
</tr>
<tr>
<td>Transporter Company Name:</td>
</tr>
<tr>
<td>Transporter Contact Name/Phone:</td>
</tr>
</tbody>
</table>
# Section 1

## 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.
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](image)

- 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. 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.

<table>
<thead>
<tr>
<th>Containers</th>
<th>Acceptable</th>
<th>Not Acceptable</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>• Paint in its original container</td>
<td>• The container is not original (e.g., paint was transferred into a jar)</td>
</tr>
<tr>
<td></td>
<td>• The container must have an original label</td>
<td>• The container does not have an original label</td>
</tr>
<tr>
<td></td>
<td>• The container must be in good condition and not leaking</td>
<td>• The container is leaking or has no lid</td>
</tr>
<tr>
<td></td>
<td>• The container must be 5 gallons in size or smaller</td>
<td>• The container is larger than 5 gallons</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Program Products</th>
<th>Acceptable</th>
<th>Not Acceptable</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>• Interior and exterior paints: latex, acrylic, water-based, alkyd, oil-based, enamel (all types of finishes and sheens, including textured coatings)</td>
<td>• Industrial maintenance (IM) coatings (must be labeled as an IM product)</td>
</tr>
<tr>
<td></td>
<td>• Deck coatings and floor paints (including elastomeric)</td>
<td>• Original equipment manufacturer (OEM) paints and finishes (shop application)</td>
</tr>
<tr>
<td></td>
<td>• Waterproofing concrete/masonry/wood sealers and repellents (not tar-based or bitumen-based)</td>
<td>• Aerosol paints</td>
</tr>
<tr>
<td></td>
<td>• Melamine/metal coatings and rust preventative</td>
<td>• Automotive paints</td>
</tr>
<tr>
<td></td>
<td>• Primers, sealers and undercoaters</td>
<td>• Marine paints</td>
</tr>
<tr>
<td></td>
<td>• Stains and shellacs</td>
<td>• Craft paints</td>
</tr>
<tr>
<td></td>
<td>• Field and lawn marking coatings</td>
<td>• Road marking and traffic paints</td>
</tr>
<tr>
<td></td>
<td>• Varnishes and urethanes (single component)</td>
<td>• Caulking compounds, epoxies, glues and adhesives</td>
</tr>
<tr>
<td></td>
<td>• Lacquers, lacquer sanding sealers, and lacquer stains</td>
<td>• Drywall compounds, spackling and non-coating preparation</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• Colorants and tints</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• Paint additives</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• Resins</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• Thinners, solvents and mineral spirits</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• Roof patch and repair</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• Tar-based and bitumen-based products</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• 2-component coatings</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• Deck cleaners</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• Pesticide-containing products including wood preservatives</td>
</tr>
</tbody>
</table>
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 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.
Section 6

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.
Section 7

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
Chapter 8

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.
Chapter 9  

**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.
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 A. CESQG Certification

State and federal hazardous waste laws limit the use of household hazardous waste (HHW) collection programs to those organizations that produce less than 100 kilograms (about 27 gallons or 220 pounds) in one month. This type of business is referred to as a CESQG or a “Conditional Exempt Small Quantity Generator.”

If your business produces more than 100 kilograms of hazardous waste per month, you may use the Program at this collection site for latex paint products; however, you may not use this Program for oil-based paint products. To manage your oil-based paint products, you must use a licensed hazardous waste hauler to bring them to a licensed hazardous waste facility.

By signing this document, I certify that my organization is as a CESQG. I also understand that the collection site accepting this waste does not assume liability for my waste and that liability remains with my organization.

<table>
<thead>
<tr>
<th>Business or organization</th>
<th>Name of person dropping off paint (please print)</th>
<th>Signature</th>
<th>Phone Number</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
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.

<table>
<thead>
<tr>
<th>Date</th>
<th>Print Name</th>
<th>Signature</th>
<th>Number of Containers</th>
<th>Latex* (gallons)</th>
<th>Oil-Based* (gallons)</th>
<th>Staff Initials</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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 __________855-PAINT09____

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):
Training for collection site personnel is based on the PaintCare Collection Site Guidelines and includes information on the following:

- PaintCare® Collection Facilities
- Accepting Leftover Paint
- What is Acceptable
- Operations
- Direct Reuse
- Working with Transporters
- Inspections & Records
- Training & Safety
- Spill Response

<table>
<thead>
<tr>
<th>Date</th>
<th>Trainee (Print Name) and Signature</th>
<th>Trainer Initials</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
**ATTACHMENT C: PRICING**

<table>
<thead>
<tr>
<th>Service</th>
<th>Description</th>
<th>Unit Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Direct Reuse Rate</td>
<td>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.</td>
<td>$ 0.25 per container</td>
</tr>
<tr>
<td>Latex Paint Reprocessing Rate</td>
<td>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.</td>
<td>$ ___ per gallon</td>
</tr>
<tr>
<td>Bulked Latex Paint Rate</td>
<td>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.</td>
<td>$___ per bulked 55-gallon drum</td>
</tr>
<tr>
<td>Bulked Oil-Based Paint Rate</td>
<td>PaintCare agrees to pay to the Service Provider for every 55-gallon drum of Bulked oil-based paint that is picked up by Transportation Provider. Rate includes drum cost.</td>
<td>$___ per bulked 55-gallon drum</td>
</tr>
<tr>
<td>Internal Transportation Rate</td>
<td>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.</td>
<td>$___ per _____</td>
</tr>
</tbody>
</table>

**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:

<table>
<thead>
<tr>
<th>Service</th>
<th>Quantity of Units Included</th>
<th>Unit Price</th>
<th>Total Invoiced Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Direct Reuse</td>
<td></td>
<td>0.25 per container</td>
<td></td>
</tr>
<tr>
<td>Latex Paint Reprocessing</td>
<td></td>
<td>$___ per gallon</td>
<td></td>
</tr>
<tr>
<td>Bulked Latex Paint</td>
<td></td>
<td>$___ per bulked 55-gallon drum</td>
<td></td>
</tr>
<tr>
<td>Bulked Oil-Based Paint</td>
<td></td>
<td>$___ per bulked 55-gallon drum</td>
<td></td>
</tr>
<tr>
<td>Internal Transportation</td>
<td></td>
<td>$___ per ____</td>
<td></td>
</tr>
</tbody>
</table>

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.)

<table>
<thead>
<tr>
<th>Container Size</th>
<th>Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Half pint or less</td>
<td>no charge</td>
</tr>
<tr>
<td>More than half pint to less than 1 gallon</td>
<td>$0.35</td>
</tr>
<tr>
<td>1 gallon</td>
<td>$0.75</td>
</tr>
<tr>
<td>More than 1 gallon to 5 gallon</td>
<td>$1.60</td>
</tr>
</tbody>
</table>

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