



**PaintCare®**  
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# New York Paint Stewardship Program Plan



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# 1. Introduction

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## SECTION OVERVIEW

This section discusses:

- Introduction
- Paint stewardship in the United States
- Paint stewardship program plan
- Citations

### A. INTRODUCTION

In December 2019, Governor Andrew Cuomo signed Senate Bill 4351 into law. This bill is codified in New York State Environmental Conservation Law, Article 27: Collection, Treatment and Disposal of Refuse and Other Solid Waste, Title 20: Postconsumer Paint Collection Program.

The law requires a producer, either individually or cooperatively, or a representative organization, to submit to the New York State Department of Environmental Conservation (DEC) for the department's approval a plan for the establishment of a postconsumer paint collection program. Throughout this plan, PaintCare refers to the program as the New York "paint stewardship program," rather than the New York "postconsumer paint collection program," as it is referred to in the supporting legislation. This is done to allow for consistency with the names of the other paint stewardship programs operated by PaintCare across the country and because the New York law and program encompass more than just paint collection. The New York law requires paint manufacturers to design and operate a program that "will minimize public sector involvement in the management of postconsumer paint by reducing its generation, promoting its reuse and recycling and negotiating and executing agreements to collect, transport, reuse, recycle and properly dispose of postconsumer paint using environmentally sound management practices."

Primarily due to the Covid-19 pandemic, the start of the program was delayed until May 1, 2022.

### B. PAINT STEWARDSHIP IN THE UNITED STATES

At the urging of state environmental agencies and government household hazardous waste programs across the United States, the Paint Product Stewardship Initiative began in 2002 to bring about an industry-operated paint stewardship system in the U.S. Facilitated by the Product Stewardship Institute, the initiative involved several years of dialogue and research on paint use habits and recycling opportunities. Participants included the American Coatings Association, paint manufacturers, paint recyclers, the Environmental Protection Agency, and state and local governments across the country.

The initiative resulted in the development of a model state law to establish an economically and environmentally sustainable, industry-designed and implemented postconsumer paint management system.

To date, paint stewardship legislation has been signed into law in California, Colorado, Connecticut, the District of Columbia, Illinois, Maine, Maryland, Minnesota, New York, Oregon, Rhode Island, Vermont, and Washington.

### **C. PAINT STEWARDSHIP PROGRAM PLAN**

The New York law requires the following to be addressed in the program plan:

- (a) Provide a list of each participating producer and brands covered by the program.
- (b) Provide information on the architectural paint products covered under the program.
- (c) Describe how the producer or representative organization will collect, transport, recycle, and process postconsumer paint for end-of-life management, including recycling and disposal, using environmentally sound management practices.
- (d) Describe how it will provide for convenient and cost-effective statewide collection of postconsumer paint in the state. The producer or representative organization may coordinate the program with existing municipal waste collection infrastructure as is mutually agreeable. A paint retailer may participate, on a voluntary basis, as a paint collection site if the paint retailer volunteers to act as such and complies with all applicable laws and regulations.
- (e) Provide geographic modeling to determine the number and distribution of sites for collection of postconsumer paint based on the following criteria (i) at least ninety percent of New York residents shall have a collection site within a fifteen mile radius; and (ii) one additional collection site will be established for every fifty thousand residents of an urbanized area (as defined by the United States Census Bureau), unless the producer is a small business taxpayer as defined in paragraph (f) of subdivision one of section two hundred ten of the tax law or unless otherwise approved by the commissioner.
- (f) Describe the intended treatment, storage, transportation and disposal options and methods for the collection of postconsumer paint. The management of paint under the program shall promote reuse and recycling.
- (g) Describe in detail education and outreach efforts to inform consumers and retailers about the program. These materials should include (i) information about collection opportunities for postconsumer paint; (ii) information about the charge for the operation of the program that shall be included by the producer in the price charged to the retailer of all architectural paint sold in the state; and (iii) efforts to promote the source reduction, reuse, and recycling of architectural paint.
- (h) Set forth the process by which an independent financial auditor will be selected and identify the criteria used by the producer or representative organization in selecting an independent auditor.
- (i) Identify, in detail, the operational plans for interacting with retailers on the proper handling and management of postconsumer paint.

- (j) Include the targeted annual collection rate.
- (k) Be reviewed by an independent financial auditor to assure that any added cost to paint sold in the state as a result of the postconsumer paint collection program does not exceed the costs of the program. The independent auditor shall verify that the amount added to each unit of paint will cover the costs of the postconsumer paint collection program.

In addition to providing the information required under applicable law, this plan discusses additional aspects of the program, which are included for informational purposes only.

PaintCare submits annual reports in accordance with the requirements of New York State Environmental Conservation Law, Article 27-2005.

#### **D. CITATIONS**

To aid the reader, each section of the plan begins with citations to laws or regulations that relate to the information discussed in that section.

## **2. Stewardship Organization & Program Contacts**

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### **SECTION OVERVIEW**

This section discusses:

- PaintCare New York LLC
- Program contacts

#### **A. PAINTCARE NEW YORK LLC**

On behalf of participating paint manufacturers, PaintCare New York LLC is pleased to submit to DEC an updated New York Paint Stewardship Program Plan.

PaintCare Inc. was formed in 2009 by the American Coatings Association, the primary trade association for the paint and coatings industry. PaintCare Inc. now establishes a separate single-member limited liability company (LLC) as a subsidiary to serve as the representative stewardship organization for architectural paint manufacturers (also referred to as producers) in each state that passes a paint stewardship law. PaintCare New York LLC was formed in 2020. Both organizations are 501(c)(3) non-profit entities.

PaintCare representation is open to all architectural paint manufacturers who are obligated to take part in the New York paint stewardship program, and they may register with PaintCare at any time. PaintCare currently represents 198 paint manufacturers across its paint stewardship programs.

PaintCare's corporate office is in Washington, D.C. State program staff work in the states in which PaintCare programs operate.

As of the date of this plan, PaintCare is overseen by an 11-member unpaid Board of Directors representing architectural paint manufacturing companies.

#### **B. PROGRAM CONTACTS**

Primary contact for the New York program:

Andrew Radin  
New York Program Manager  
(315) 317-4346  
[aradin@paint.org](mailto:aradin@paint.org)

PaintCare will notify DEC of changes to any key state personnel.

### **3. Manufacturers and Program Products**

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#### **STATUTORY CITATION**

New York Environmental Conservation Laws, Article 27: Collection, Treatment and Disposal of Refuse and Other Solid Waste, Title 20: Postconsumer Paint Collection Program. Section 27-2003:

3. The plan submitted by the producer or representative organization to the department under this section shall:

- (a) Provide a list of each participating producer and brands covered by the program.
- (b) Provide information on the architectural paint products covered under the program.

#### **SECTION OVERVIEW**

This section discusses:

- Manufacturer and brand registration
- Private label agreements
- Registration lists
- Program products

#### **A. MANUFACTURER AND BRAND REGISTRATION**

Representation by PaintCare is open to all architectural paint manufacturers who are obligated to take part in the New York paint stewardship program. Manufacturers register their company and brands of architectural paint with PaintCare.

PaintCare identifies potential manufacturer participants through a variety of sources, including the following:

- Prior registrations with PaintCare for other PaintCare programs
- American Coatings Association
- New York State Department of Environmental Conservation
- Internet research

Prior to the start of the New York program, manufacturers were notified about the New York law and program through emails and notices on PaintCare's reporting website.

The list of registered manufacturers and brands is expected to change over time.

## **B. PRIVATE LABEL AGREEMENTS**

Private label agreements (or services) represent products manufactured or distributed by one company for use under another company's label. The products are also referred to as store brands or generic brands, and the agreements are also known as tolling agreements. These agreements are often kept confidential to protect the arrangements from competitive interests. Therefore, PaintCare typically does not specify which brands are produced by which manufacturer, unless the name of the manufacturer is included in the brand name. Instead, registered manufacturers and their registered brands are presented in separate lists to protect the confidentiality of these agreements.

## **C. REGISTRATION LISTS**

PaintCare posts the lists of registered manufacturers and brands on its website to make them available for retailers and distributors to learn which brands may be legally sold under the New York paint stewardship law.

The lists of registered manufacturers and brands as of the submission date of this plan are provided in the appendix. PaintCare intends to provide DEC with current lists monthly and post them to PaintCare's website.

## **D. PROGRAM PRODUCTS**

The terms "program products," "PaintCare products," "architectural paint," and paint are used interchangeably in this plan and in PaintCare communications. In addition, this plan uses the common term "latex paint" to mean non-combustible or water-based program products, and "oil-based paint" to mean combustible or petroleum solvent-based program products. This plan uses the term "PaintCare fee" to refer to the fee/assessment that the New York paint stewardship statute requires to be added to the purchase price of program-eligible products in the state.

Program products are architectural paints in containers no larger than five gallons in size. They do not include industrial coatings, coatings used for original equipment manufacturing, and other specialty coatings. The full definition and examples of both program and non-program products are provided in the appendix. This definition is used to determine the products on which manufacturers are to apply the PaintCare fee to fund the program, as well as to determine which products are accepted by the program.

As needed, PaintCare issues product notices to explain or clarify whether and why certain types of products are a part of the program or not. PaintCare posts these product notices on its website and notifies stakeholders, as needed, when such notices are issued. Examples of these notices are also provided in the appendix.

## **4. Paint Drop-Off Sites and Services**

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### **STATUTORY CITATION**

New York Environmental Conservation Laws, Article 27: Collection, Treatment and Disposal of Refuse and Other Solid Waste, Title 20: Postconsumer Paint Collection Program. Section 27-2003:

3. The plan submitted by the producer or representative organization to the department under this section shall:

(d) Describe how it will provide for convenient and cost-effective statewide collection of postconsumer paint in the state. The producer or representative organization may coordinate the program with existing municipal waste collection infrastructure as is mutually agreeable. A paint retailer may participate, on a voluntary basis, as a paint collection site if the paint retailer volunteers to act as such and complies with all applicable laws and regulations.

(e) Provide geographic modeling to determine the number and distribution of sites for collection of postconsumer paint based on the following criteria (i) at least ninety percent of New York residents shall have a collection site within a fifteen mile radius; and (ii) one additional collection site will be established for every fifty thousand residents of an urbanized area (as defined by the United States Census Bureau), unless the producer is a small business taxpayer as defined in paragraph (f) of subdivision one of section two hundred ten of the tax law or unless otherwise approved by the commissioner.

(i) Identify, in detail, the operational plans for interacting with retailers on the proper handling and management of postconsumer paint.

### **SECTION OVERVIEW**

This section discusses:

- Program audience
- Paint drop-off sites and services
- Convenience criteria
- Paint drop-off site operations

PaintCare uses the term paint “drop-off” site in place of paint “collection” site throughout this plan to denote the action of users of the program (which is to drop off paint), rather than the action of drop-off sites (which is to collect paint).

### **A. PROGRAM AUDIENCE**

The New York PaintCare program serves the state’s households, businesses, schools, government agencies, and other entities that have leftover, unwanted paint, as described below. PaintCare has designed its program to serve the following program audiences to the extent permitted by applicable law. If applicable law changes in the future, PaintCare may modify the program to comply with the new law, which may include expanding or restricting the type and/or volume of materials that the program accepts from different program audiences.

#### **A1. Households**

Households are eligible to drop off any quantity of postconsumer latex or oil-based paint through the program, subject to any quantity limits set by individual drop-off sites.

#### **A2. Very Small Quantity Generators (VSQGs)**

Painting contractors, small businesses, and other small- to medium-sized organizations are typical VSQGs (as described in federal rules in 40 CFR 260.10) and CESQGs (analogous term described in New York rules in 6 NYCRR 371.1(f)). VSQGs are eligible to drop off any quantity of postconsumer latex paint through the program, subject to any quantity limits set by individual drop-off sites. VSQGs are currently eligible to drop off oil-based paint through the program in quantities that accord with generation limits under applicable law and subject to any quantity limits set by individual drop-off sites. To qualify as a VSQG under federal rules, among other criteria, a business/organization must (1) generate no more than 100 kilograms (about 25 gallons or 220 pounds) of non-acute hazardous waste per calendar month, (2) generate no more than 1 kilogram (about 2.2 pounds) of acute hazardous waste per calendar month, and (3) accumulate no more than 1,000 kilograms (about 250 gallons or 2,200 pounds) of hazardous waste at any given time.

#### **A3. Small Quantity Generators (SQGs) and Large Quantity Generators (LQGs)**

SQGs and LQGs (as described in federal rules in 40 CFR 260.10 and in state rules in part at 6 NYCRR 370.2(b)(170)) are eligible to drop off any quantity of postconsumer latex paint through the program, subject to any quantity limits set by individual drop-off sites. PaintCare does not allow drop-off sites to accept oil-based paint from SQGs and LQGs because under current law, drop-off sites typically lack the legal permits required to accept oil-based paint from this audience. PaintCare provides a pickup service to SQGs and LQGs for oil-based paint. PaintCare may consider additional or alternative service opportunities for this audience under the program to the extent permitted by applicable law. In lieu of offering service opportunities to SQGs and/or LQGs, PaintCare may alternatively institute a fee exemption or rebate program for this audience.

### **B. PAINT DROP-OFF SITES AND SERVICES**

PaintCare partners with owners and operators of household hazardous waste (HHW) collection facilities and events (referred to as HHW programs in this plan) and increases paint collection by setting up new paint drop-off sites and services. The New York program includes the following:

- HHW programs
- Solid waste management facilities including transfer stations, recycling centers and landfills (referred to as solid waste facilities in this plan)
- Retail stores
- Material reuse stores
- Direct pickup services
- PaintCare events

- Other site types

All eligible locations are invited to participate as paint drop-off sites if they can meet PaintCare's operational and other program requirements. For example, the bin storage space must be secure, inaccessible to the public, have an impermeable surface, and be protected from the elements.

Paint drop-off sites generally must accept all program products, have staff available to accept paint during operating hours, accept paint from households and businesses, and accept paint free of charge from participants who drop off paint. In addition, sites must be willing to be listed on the site locator on PaintCare's website and post and distribute PaintCare point-of-sale outreach materials, including a poster advertising their site as a paint drop-off site.

Some exceptions may be allowed in recognition of pre-existing restrictions on HHW programs and other non-retail sites. Current examples include:

- Non-retail sites with a limited geographical service area due to their funding source (e.g., local tax or utility) are not required to accept paint from participants outside of their service area.
- Non-retail sites that do not accept waste from businesses are not required to do so.
- Non-retail sites that accept oil-based paint but do not currently accept latex paint are not required to change their operations to accept latex paint.
- Programs that already charge a fixed amount to businesses/VSQG to schedule an appointment for paint drop-off may continue this practice as long as it is clear to the customers that the charges do not relate to services funded by the PaintCare program, including paint collection bins, transportation, and processing.

For all sites, PaintCare provides and covers the cost for paint collection bins, paint transportation, and paint processing (end-of-life management). In addition, all drop-off sites other than HHW programs are offered spill kits. All sites are offered signage, training, and training materials.

## **B1. Household Hazardous Waste Programs**

HHW programs are excellent partners because they provide their customers the convenience of dropping off other products at the same time as paint, and they often have regular customers that have used their programs for many years.

HHW programs partner with PaintCare to help reduce paint management costs, offer expanded services to their community, reduce waste, and/or increase paint recycling.

## **B2. Solid Waste Facilities (Transfer Stations, Recycling Centers, Landfills)**

Solid waste facilities, particularly transfer stations, can be important program partners because, like HHW programs, they provide their customers the convenience of dropping off other products at the same time as paint, and they may also have regular customers that have used their facilities for many years. Solid waste

facilities also tend to fill the gap, particularly in rural areas, where there might not be HHW facilities or paint retailers to be drop-off sites.

### **B3. Retailers**

Paint retailers are valuable program partners because they are located throughout the state, are often centrally located in cities and towns, are open five or more days per week, and have staff familiar with paint products and how to handle them safely. In addition, their customers are likely to have some leftover paint and often ask store staff for advice on what to do with it. Retailer participation as a paint drop-off site is voluntary. Retailers are not compensated for being a drop-off site.

### **Material Reuse Stores**

Material reuse stores, such as Habitat for Humanity ReStores, are a subset of retailers that can offer reuse in addition to serving as paint drop-off sites. When paint is dropped off at these sites, it can be screened for possible reuse and then donated or sold back to the local community. PaintCare typically compensates these sites for paint reuse. Paint that is not set aside for reuse will be placed in paint collection bins. PaintCare has identified 40 material reuse stores in the state.

### **B4. PaintCare Events**

Paint drop-off events may be held by PaintCare, especially in areas of the state that are not within 15 miles of a paint drop-off site or have too few drop-off sites for the population of the area.

### **B5. Other Site Types**

PaintCare may partner with other site types on a case-by-case basis to meet program objectives. These sites will be required to follow PaintCare guidelines and all applicable laws.

### **B6. Direct Pickup Services**

#### **Large Volume Pickup (LVP) Service**

The LVP service is a free pickup service offered to painting contractors, other businesses, organizations, and households with a minimum quantity of paint, currently 50 gallons within the five boroughs of New York City and 100 gallons elsewhere (measured by container volume and not liquid paint volume).

Under current practices, users of the LVP service must submit an LVP request form, where they are asked to identify themselves as a household or as a business and provide specific information about their volume of leftover paint, paint type (latex or oil-based), and container sizes. Once approved for pick-up, they are put in direct contact with PaintCare's transporter to arrange an appointment.

#### **Recurring Large Volume Pickup (RLVP) Service**

The RLVP service is a free service offered to painting contractors and other businesses and organizations that generate large volumes of paint on an ongoing basis. These sites are set up and trained by PaintCare staff on

program requirements similar to PaintCare drop-off sites, but they may only use the program for paint from their own operations.

Users of the RLVP service are asked to provide information about the volume and type of paint they generate on a regular basis, and they must have an agreement for service with PaintCare.

### **SQG/LQG Pickup Service**

PaintCare offers a free SQG/LQG pickup service to SQGs and LQGs with oil-based paint. This service is a pilot program for PaintCare, so volume limits may be changed based on program experience and on whether PaintCare is able to offer other drop-off opportunities to this audience. Any such service that PaintCare provides will be structured to comply with all applicable laws.

### **Door-to-Door Collection Service**

PaintCare may offer a door-to-door (D2D) paint collection service. D2D service may be expanded or eliminated to meet program needs and address other operational considerations.

## **B7. Additional Activities**

Paint drop-off sites permitted by applicable law to conduct specific additional activities that are beneficial to the program can be compensated for their work. Examples of these activities include operating a reuse program, reprocessing latex paint, bulking oil-based paint, and providing local transportation services.

### **Reuse**

Drop-off sites may operate reuse areas in which they place leftover paint that was brought to their site in good condition to be given away or sold "as is" to their customers and local community. This paint management method represents the highest, best use of paint and typically reduces program costs by avoiding the transportation and processing costs that would otherwise be required to manage the paint. To support existing paint reuse programs and to provide incentive for additional sites to do reuse, PaintCare compensates sites for conducting reuse, typically based on the quantity given away or sold.

### **Latex Paint Reprocessing**

Latex paint reprocessing involves color sorting, combining, and mixing leftover latex paint together to make recycled-content paint. The paint is usually mixed in batches, poured off into 5-gallon containers and given away or sold locally. Reprocessing is the same thing as paint-to-paint recycling, but PaintCare uses the term reprocessing to distinguish this activity that usually occurs at HHW facilities from the activity that occurs at commercial paint recyclers. As with reuse, latex paint reprocessing typically reduces program costs by avoiding the transportation costs that would otherwise be required to manage the paint. To support existing paint reprocessing programs and to provide an incentive for additional sites to reprocess paint, PaintCare typically negotiates compensation rates for reprocessed paint that is given away or sold.

### **Oil-Based Paint Bulking**

PaintCare makes paint management simple for paint drop-off sites by allowing them to place program products directly into paint collection bins. However, if a permitted site chooses to bulk oil-based paint, it results in lower transportation costs for PaintCare. To support these sites, PaintCare negotiates compensation rates for this activity.

### **Transportation**

Sometimes it is more cost-effective for a paint drop-off site to transport paint from one of its locations to another, or to transport paint from an event back to its facility, rather than using PaintCare's contracted transporter. This is most commonly done by HHW programs. In these cases, PaintCare negotiates compensation for the service (e.g., based on a per-event or per-bin basis).

## **C. CONVENIENCE CRITERIA**

To determine whether the program provides adequate and convenient paint recycling opportunities throughout the state, PaintCare uses ArcGIS, a mapping and analytics software, and U.S. Census Bureau population data to conduct convenience analysis.

The paint stewardship law provides benchmarks for evaluating whether the program has met its convenience goals. More specifically, the law sets forth both distribution and density criteria for evaluating target convenience levels. The state's distribution and density criteria are explained further below.

As of December 31, 2025, the New York program had 387 year-round drop-off sites. These sites provided 99% of the state's residents with access to a drop-off site within 15 miles. Five additional locations serve as seasonal drop-off sites. In addition, PaintCare has established an adequate number of drop-off sites in 17 of the 18 Urban Areas, as defined by the U.S. Census Bureau, and continues to identify and recruit drop-off sites in the New York-Newark Urban Area where additional sites are needed to satisfy the density requirement.

#### **Distribution Criterion**

Per NYS ECL §27-2003(3)(e)(i), the plan must include geographic modeling to determine the number and distribution of sites needed for at least 90% of New York's population to have a paint drop-off site within 15 miles.

#### **Density Criterion**

Per NYS ECL §27-2003(3)(e)(ii), the plan must include geographic modeling to determine the number and distribution of sites needed for the program to establish an additional year-round paint drop-off site for every 50,000 individuals of an Urbanized Area, as defined by the United States Census Bureau.

The following table lists the Census Bureau Urban Areas in New York and the number of drop-off sites needed to meet the density criterion in each such area based on 2020 census data. (Note: An Urban Area may cross into an adjacent state.)

## TARGET NUMBER OF PAINT DROP-OFF SITES IN URBAN AREAS

URBAN AREA (Names from Census Bureau)	2020 POPULATION (NY Only)	TARGET NUMBER OF SITES
Albany–Schenectady	593,142	11
Binghamton	155,942	3
Bridgeport–Stamford	55,434	1
Buffalo	948,864	18
Elmira	62,468	1
Glen Falls	71,191	1
Ithaca	59,102	1
Kingston	50,254	1
Kiryas Joel	71,582	1
Middletown	61,516	1
New York-Newark	12,909,844	258
Poughkeepsie-Newburgh	314,766	6
Riverhead–Southold	51,120	1
Rochester	704,327	14
Saratoga Springs	75,684	1
Syracuse	413,660	8
Utica	119,059	2
Watertown	51,832	1
Total	16,769,787	330

The following table was developed by PaintCare to provide additional detail about the number of sites by county for the New York-Newark Urban Area. (Note: The total number of sites needed decreases by a few when breaking the Urban Area into smaller areas due to rounding.)

## NEW YORK-NEWARK URBANIZED AREA BREAKDOWN

County	NEW YORK CITY	2020 POPULATION	NUMBER OF SITES NEEDED
Bronx	Yes	1,472,657	29
Kings (Brooklyn)	Yes	2,736,074	54
New York (Manhattan)	Yes	1,694,251	33
Queens	Yes	2,405,390	48
Richmond (Staten Island)	Yes	495,747	9
Nassau	No	1,389,785	27
Suffolk	No	1,418,173	28
Rockland	No	337,010	6
Westchester	No	902,871	18
Putnam	No	57,886	1
Total		12,909,844	253

### **D. PAINT DROP-OFF SITE OPERATIONS**

All paint drop-off sites must have an agreement in place with PaintCare, follow PaintCare's operational requirements, and operate in accordance with applicable federal, state, and local environmental laws, regulations and permits.

#### **D1. Drop-Off Site Training**

PaintCare offers training by PaintCare staff and provides a training binder for all drop-off sites. PaintCare typically requires such training for retail drop-off sites and RLVP sites. The binder includes the site guidelines and a training log to be signed by all employees at the site who handle paint for the program. Examples of current training topics include:

- History and goals of paint stewardship programs
- Identification of program products
- Safe handling and storage of program products
- Charging to drop off PaintCare program products is prohibited
- Spill clean-up and reporting
- Procedures for scheduling a paint pickup
- Screening for generator status to determine if a business qualifies to use the program for oil-based paint
- Recordkeeping

A current version of the site guidelines and related forms are provided in the appendix.

## **D2. Collection Volumes**

Drop-off sites may set their own limit on the amount of paint they accept, as long as the limit is no less than five gallons per participant per day and is otherwise compliant with any applicable laws and PaintCare program policies.

## **D3. Paint Storage**

Paint collection bins used in the program may include but are not limited to reusable plastic bins or cardboard bins with liners (approximately 1 cubic yard in size); 55-gallon metal or plastic drums; 30- and 50-gallon cardboard boxes with liners; and 20- and 30-yard roll-off containers.

Drop-off sites are required to follow PaintCare's bin storage requirements. For example, PaintCare's current practice requires sites to (1) keep paint collection bins in a secure location that does not have public access, (2) place the bins on an impermeable surface, and (3) if stored outdoors, be protected from the elements.

## **D4. Non-Program Products**

PaintCare uses public education, signage at drop-off sites, and drop-off site training on product identification to minimize the volume of non-program products entering the program.

PaintCare's transporters and downstream processors are required to track and manage any incidental non-program products that they receive. They are instructed to notify PaintCare of incidents and identify the specific drop-off site from where the non-program products originated and the quantity and type that were found. Depending on the number of non-program products, PaintCare may do one or more of the following: (1) contact the site to let them know about the incident, (2) provide additional/refresher training on identification of program and non-program products, or (3) in extreme cases, remove the site from the program.

## **D5. Site Visits**

PaintCare staff visit drop-off sites on a regular basis. PaintCare targets visiting retail drop-off sites about every six months and targets visiting HHW facilities, solid waste facilities, and RLVP sites annually.

The purpose of these visits is to ensure compliance with program requirements, provide refresher trainings if needed, address any needs or concerns the sites may have, check their supplies of outreach materials, and solicit feedback about the program.

## 5. Materials Management

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### STATUTORY CITATION

New York Environmental Conservation Laws, Article 27: Collection, Treatment and Disposal of Refuse and Other Solid Waste, Title 20: Postconsumer Paint Collection Program. Section 27-2003:

3. The plan submitted by the producer or representative organization to the department under this section shall:

- (c) Describe how the producer or representative organization will collect, transport, recycle, and process postconsumer paint for end-of-life management, including recycling and disposal, using environmentally sound management practices.
- (f) Describe the intended treatment, storage, transportation and disposal options and methods for the collection of postconsumer paint. The management of paint under the program shall promote reuse and recycling.

### SECTION OVERVIEW

This section discusses:

- Paint transportation
- Paint processing
- Non-program products and empty containers
- Legal compliance
- Insurance and financial assurance

All descriptions in this section refer to current or typical activities as of the submission of this program plan.

#### A. PAINT TRANSPORTATION

##### A1. Transportation System

An efficient transportation system is required to move paint from a large number of paint drop-off sites to processing facilities. The transporters hired by PaintCare, which may include both private and public entities, usually have significant experience in scheduling pickups and routing to maximize efficiency – taking into account the number of stops, locations, volume of paint to be transported, and projected weight of the loads. Transporters must comply with all applicable state and federal rules and regulations and must track the paint from the point of collection to its final destination. Transporters, subsequent processors, and their records are subject to audit by PaintCare.

Following the bid process that began in June 2021, PaintCare selected transporters to provide service to paint drop-off sites, subject to successful negotiation of contract terms with those transporters.

It is also common practice for PaintCare to try to negotiate agreements with each transporter providing service to HHW programs.

PaintCare requires its transporters to provide service to paint drop-off sites on an on-call basis (e.g., sites call for pickup when their storage capacity is 50% full) or on a set schedule (e.g., every Tuesday) determined on a site-by-site basis. Transporters are required to deliver empty paint collection bins and spill kits to drop-off sites and pick up full bins in a timely manner. Transporters are typically required to provide service to drop-off sites within five days. For HHW events, transporters are required to deliver empty paint collection bins prior to the start of the event and pick up full bins on the day of the event, unless other arrangements are agreed to prior to the day of the event.

All sites will be asked to accommodate a minimum of two paint collection bins because it is less expensive and more efficient to pick up two or more bins from one location than to serve the same location several times and pick up only one bin each time.

## **A2. Transporters**

As of the submission of the plan, the following transporters are under contract:

- Clean Harbors Environmental Services
- GreenSheen Paint
- Miller Environmental Group
- Maumee Express, Inc. (MXI)
- North Ward
- The Environmental Services Group (ESG)
- Veolia ES Technical Solutions

The list of transporters utilized by the program may change over time, as needed.

## **B. PAINT PROCESSING**

### **B1. Processing System**

PaintCare contracts for processing and proper end-of-life management of postconsumer paint collected in the program. Prior to releasing the transportation and processing request for proposal (RFP), PaintCare made reasonable effort to contact all known interested parties (both in-state and out-of-state) to inform them of the RFP and contracting process. PaintCare requires that the following hierarchy be followed when prioritizing management of paint collected through the program, subject to practical and economic considerations in each state. The options are prioritized by highest, best use:

#### **Latex Paint**

- 1) Reuse
- 2) Paint-to-paint recycling

- 3) Energy recovery
- 4) Disposal

### **Oil-Based Paint**

- 1) Reuse
- 2) Paint-to-paint recycling
- 3) Energy recovery
- 4) Incineration

The condition of postconsumer paint when it is received by the program may limit the available management options. If paint containers are not sealed well or stored improperly (e.g., exposed to extreme temperatures), the paint can dry out or be spoiled by mold, or the cans rust, making the paint no longer unusable or recyclable.

The following provides a more detailed description of the latex and oil-based paint management methods that may be utilized by the program. With regard to the above hierarchies, PaintCare determines how to classify each management method based primarily on guidance provided by the EPA and the applicable state environmental agency. Due to differing state views on how particular management methods are classified, PaintCare may classify the same management method differently in different states. For all management methods, processors are required to comply with all applicable law. Because legal requirements vary from state to state, some management methods may not be feasible in every state. Likewise, as of the submission of this program plan, some processing methods described below are only available in certain geographic areas but are included to allow for future possibility for the New York program.

## **B2. Latex Paint Management**

### **Reuse**

Latex paint may be managed via reuse, meaning that the collected paint is sold or given away in its original labeled container without any alteration of the container contents.

PaintCare supports reuse of latex paint through partnerships with reuse sites including HHW facilities and material reuse stores. These sites are required to document their reuse activities for the paint distributed to the public and are encouraged to obtain a participant waiver acknowledging that they accept the material "as is."

PaintCare may also support reuse of latex paint at PaintCare events. Latex paint collected at the event or collected before the event through PaintCare sites and services, which is deemed suitable for reuse may be made available to the public. PaintCare may also support reuse events, where the primary activity is the distribution of reusable paint collected in advance through PaintCare sites and services. There is no cost to participants for paint distributed at either event type.

## **Paint-to-Paint Recycling**

Latex paint may be used to make recycled-content latex paint. Drop-off sites (most commonly HHW facilities) that make recycled-content latex paint typically sort the paint by color, then combine and blend the leftover latex paint into a uniform color which will vary from batch to batch. The recycled-content latex paint is then typically given away or sold locally. Commercial latex paint recyclers typically manufacture a color-sorted, blended, and filtered recycled-content paint that is sold domestically and/or internationally. Typically, domestic purchasers of this use the product as is and international purchasers either use/re-sell it as is or use it as a feedstock in their recycled-content paint production.

## **Energy Recovery**

Latex paint may be processed for energy recovery at a waste-to-energy facility.

## **Disposal**

Dry or solidified latex paint may be sent to a permitted landfill for disposal. Use of a landfill for disposal, including landfill disposal or alternative daily cover, is the least preferred management method for latex paint.

## **B3. Oil-Based Paint Management**

### **Reuse**

Oil-based paint may be managed via reuse, meaning that the collected paint is sold or given away in its original labeled container without any alteration of the container contents.

PaintCare supports reuse of oil-based paint through partnerships with reuse sites including HHW facilities and material reuse stores. These sites are required to document their reuse activities for the paint distributed to the public and are encouraged to obtain a waiver from participants acknowledging that they accept the material "as is."

PaintCare may also support reuse of oil-based paint at PaintCare events. Oil-based paint collected at the event or collected before the event through PaintCare sites and services, which is deemed suitable for reuse may be made available to the public. PaintCare may also support reuse events, where the primary activity is the distribution of reusable paint collected in advance through PaintCare sites and services. There is no cost to participants for paint distributed at either event type.

## **Paint-to-Paint Recycling**

Oil-based paint may be used to make recycled-content oil-based paint. Commercial oil-based paint recyclers typically manufacture recycled-content oil-based paint in a variety of colors that is sold domestically and/or internationally.

## **Energy Recovery**

Oil-based paint may be processed for energy recovery (e.g., at cement kilns or waste-to-energy facilities).

## Incineration

Oil-based paint may be incinerated. Some hazardous waste incinerators process oil-based paint, flammable liquids, and other hazardous wastes and industrial byproducts as a substitute fuel source because they are readily available and have a high BTU value.

## B4. Processors

As of the submission of the plan, the following processors may be utilized by the transporters listed in Section A above:

### LATEX PAINT PROCESSORS

PROCESSOR	LOCATION	PROCESS
GDB	North Brunswick, NJ	Paint-to-Paint Recycling
GDB	Nashville, IL	Paint-to-Paint Recycling
GDB	Pinckneyville, IL	Paint-to-Paint Recycling
GreenSheen Paint	Rotterdam, NY	Reuse, Paint-to-Paint Recycling
MXI	Abingdon, VA	Paint-to-Paint Recycling
ReWorld	Niagara Falls, NY	Energy Recovery
Albany County Landfill	Albany, NY	Disposal
Eco Safe Landfill	Blountville, VA	Disposal
Perry Ridge Landfill	Du Quoin, IL	Disposal

## OIL-BASED PAINT PROCESSORS

PROCESSOR	LOCATION	PROCESS
Ash Grove Cement	Foreman, AR	Energy Recovery
Ash Grove Cement	Chanute, KS	Energy Recovery
Buzzi Unicem	Cape Girardeau, MO	Energy Recovery
Heidelberg Materials	Nazareth, PA	Energy Recovery
Giant Resource Recovery	Harleyville, SC	Energy Recovery
Green America	Hannibal, MO	Energy Recovery
Holcim Cement	Holly Hill, SC	Energy Recovery
Holcim Cement	Paulding, OH	Energy Recovery
Keystone Cement	Bath, PA	Energy Recovery
Lonestar Cement	Greencastle, IN	Energy Recovery
Norlite	Cohoes, NY	Energy Recovery
Clean Harbors	Deer Park, TX	Incineration
Clean Harbors	El Dorado, AR	Incineration
Clean Harbors	Kimball, NE	Incineration
Ross	Grafton, OH	Incineration

The list of processors utilized by the program may change over time, as needed.

### C. NON-PROGRAM PRODUCTS AND EMPTY CONTAINERS

#### C1. Non-Program Products

Although drop-off sites are instructed and trained to screen for non-program products, a small number of containers of non-program products may enter the program and be screened out during the sorting process by PaintCare's transporters and processors. In all cases, non-program products collected through the program will be managed in accordance with all applicable law.

For bins containing a mix of latex and oil-based paint, transporters transport the bins from drop-off sites to sorting facilities that are legally permitted to unpack and sort these materials based on product label before sending them to appropriate downstream processors. If a transporter finds any non-program products during this screening process, they package and send those materials to an appropriate downstream processor to be managed in accordance with applicable law. Transporters do not return non-program products to the drop-off site unless directed to do so by PaintCare.

PaintCare requires its transporters to report to PaintCare all incidents where they discover a non-program product through the transporter or processor's sorting/screening process. PaintCare monitors incidents of such contamination and reaches out to the originating drop-off sites as appropriate to address contamination issues. Incidents of significant or repeat contamination may prompt PaintCare to schedule a refresher training with drop-off site staff to emphasize appropriate on-site screening practices. In very rare instances when a

site is unable or unwilling to address repeat contamination issues, PaintCare may suspend the site from the program pending a satisfactory resolution of issues that cause contamination.

Once materials reach downstream processors, non-program products may be discovered in program product containers. When the contents of a container are inconsistent with the container label, the contents are identified and repackaged for processing in accordance with applicable law. This contamination is not reported to PaintCare.

## **C2. Empty Paint Containers**

Where practicable, empty metal and plastic paint containers are recycled. Unrecyclable containers are typically disposed of as solid waste.

## **D. LEGAL COMPLIANCE**

As part of their contract, all transporters, processors and their subcontractors are required by PaintCare to have processes in place to ensure compliance with applicable federal, state, and local environmental laws, regulations, and permits. Transporters and processors must require any subcontractors they use to comply with all applicable environmental regulations and other laws relating to the services provided by those subcontractors. Under the contract terms, violations of law constitute a breach and can be grounds for termination.

PaintCare has established procedures for monitoring both transporters and processors that manage materials in connection with the PaintCare program. Such procedures include both routine monitoring of performance by transporters and processors, as well as a vendor audit program. These procedures are designed to provide reasonable assurances that all transporters and processors comply with all applicable laws and engage in appropriate recordkeeping, tracking, and reporting of materials managed through the program.

Examples of typical audit criteria include the following: a review of applicable licenses/permits, emergency response planning, insurance carriage (including environmental insurance for vendors that transport or process hazardous materials in connection with the PaintCare program), data tracking, and reporting practices.

## **E. INSURANCE AND FINANCIAL ASSURANCE**

PaintCare requires all contractors – drop-off sites, transporters, processors, etc. – to carry insurance appropriate to the services provided for the PaintCare program. The specific amount and terms vary from contractor to contractor and may include the following:

- Commercial General Liability Insurance
- Commercial Automobile Liability Insurance
- Workers' Compensation Insurance

- Environmental Pollution Liability Insurance
- Endorsements to name PaintCare as an additional insured on relevant insurance policies

Because contractors have widely different insurance policies (e.g., commercial insurance vs. self-insurance, differing limits), PaintCare evaluates (often with the assistance of outside legal counsel) the insurance terms in each contract on a case-by-case basis with the aim of ensuring that all contractors maintain insurance of the types and in the amounts appropriate for the services each contractor provides to the PaintCare program. PaintCare itself also carries Pollution Liability and Commercial General Liability Insurance.

PaintCare also requires all contractors to comply with all federal, state, and local laws. If financial assurance requirements are applicable to a PaintCare contractor by law, then they must be in compliance with those laws.

## 6. Communications

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### STATUTORY CITATION

New York Environmental Conservation Laws, Article 27: Collection, Treatment and Disposal of Refuse and Other Solid Waste, Title 20: Postconsumer Paint Collection Program. Section 27-2003:

3. The plan submitted by the producer or representative organization to the department under this section shall:

(g) Describe in detail education and outreach efforts to inform consumers and retailers about the program. These materials should include (i) information about collection opportunities for postconsumer paint; (ii) information about the charge for the operation of the program that shall be included by the producer in the price charged to the retailer of all architectural paint sold in the state; and (iii) efforts to promote the source reduction, reuse, and recycling of architectural paint.

### SECTION OVERVIEW

This section discusses:

- Outreach methods
- Message platform
- Target audiences
- Stakeholder input from paint retailers
- Joint outreach with local government programs
- Website and site locator
- Hotline
- Evaluation of outreach
- Examples of outreach materials

#### A. OUTREACH METHODS

PaintCare is committed to providing robust and effective statewide education and outreach for the New York paint stewardship program using a variety of communication methods, which typically include:

- Print materials (e.g., brochures, fact sheets, cards, signage)
- Digital media (e.g., streaming audio channels, online video, website banner ads)
- Social media (e.g., organic and paid promotion on Twitter, Instagram, Facebook)
- Traditional media (e.g., newspaper, radio, television)
- Earned media (e.g., articles in news outlets, TV & radio interviews, other press coverage)
- Face-to-face communications (e.g., retail site visits, presentations, tabling at conferences, expos and public events, webinars)

PaintCare hired The Martin Group, a Buffalo-based professional communications firm, to support the effective distribution of its messaging through these media.

## **B. MESSAGE PLATFORM**

### **B1. Paint Smarter – Buy Right, Use It Up, Recycle the Rest**

The “Reduce, Reuse, Recycle” message platform has been used by environmental organizations and waste management programs for many years. To reduce the amount of postconsumer paint and to inform the public how and where to recycle their leftover paint, PaintCare uses an instructive, paint-specific version of Reduce, Reuse, Recycle:

- Reduce: Buy Right.
- Reuse: Use It Up. (Also: Store Right and Give It Away)
- Recycle: Recycle the Rest.

“Buy Right” means purchase the right amount of paint for a job to reduce potential waste; “Use It Up” means use up leftover paint whenever possible; and “Recycle the Rest” means if you still have unwanted paint, drop it off at a PaintCare site for management. PaintCare also promotes “Store Right” and “Give It Away” as part of Reuse. “Store Right” means that if you hold on to paint, keep it in good condition for use later, and “Give it Away” means pass it on to other households or organizations in the community in need of paint.

### **B2. Program Awareness**

Additional messages are used to create awareness of the program and answer these questions:

- What is PaintCare and why does the program exist?
- Why was the law passed (e.g., product stewardship, potential cost savings to local government waste collection programs)?
- How much is the PaintCare fee and what is it for?
- Which products are accepted in the program and which products are not?

## **C. TARGET AUDIENCES**

PaintCare’s outreach and education strategy focuses appropriate messages to the following audiences:

- Households
- Businesses and organizations that generate paint (e.g., professional painters, contractors, property managers, schools and universities, hotels)
- Relevant trade groups (e.g., associations that serve professional painters and builders, realtors, and building managers)

- Paint retailers
- HHW programs and solid waste facilities
- Manufacturers
- Non-English speakers

The following examples illustrate how the program adjusts the emphasis of messaging in outreach materials based on target audience:

#### **C1. Households**

- Emphasize how to find a drop-off site to recycle paint, the information most often requested.
- Promote using up leftover paint to do-it-yourselfers as a primer or for creative projects.
- Educate consumers on how to buy the right amount of paint by describing factors involved (e.g., square footage of walls, surface texture, coverage rate of paint, whether surfaces have been primed) and prompting consumers to consult with paint professionals.

#### **C2. Businesses that Generate Paint**

- Emphasize “Recycle the Rest” as more recycling opportunities will be available than previously, and these will be available statewide.
- Promote using up leftover paint.
- Promote the LVP service so they can request a direct pickup of large quantities of leftover paint, rather than transport paint to drop-off sites a little at a time.

#### **C3. Relevant Trade Groups**

Associations of painting and building contractors have proven an effective avenue for PaintCare to reach out to professional painters who use large amounts of paint. In addition to utilizing PaintCare’s services for leftover paint, professionals also often purchase paint on behalf of clients and can make them aware of the PaintCare program.

PaintCare seeks out other professional associations, such as networks of realtors and building managers. Realtors can provide information to home buyers who may find paint left behind by previous owners, or they may work with contractors to paint homes being prepared for sale. Building managers often accumulate leftover paint while maintaining buildings and facilities.

#### **C4. Paint Retailers**

PaintCare has developed print materials for use by all paint retailers to educate store staff and the general public about the program, regardless of whether they are drop-off sites. PaintCare provides these materials at no charge. Examples include:

- Brochures and cards that help the public find drop-off sites and explain the program.

- Signage that promotes general awareness of the program and directs consumers to information about the PaintCare fee, accepted products, finding a paint drop-off site.
- Fact sheets designed for a variety of audiences and subjects (e.g., general information, how to become a paint drop-off site, how to use the LVP service).

Retailers receive materials from PaintCare staff during site visits and are also able to order printed materials using PaintCare's website order form or by phone.

## **C5. HHW Programs and Solid Waste Facilities**

PaintCare provides fact sheets and interest forms to explain how HHW programs and solid waste facilities, including transfer stations, recycling centers, and landfills, can partner as paint drop-off sites and the benefits of participating in the program.

## **C6. Manufacturers**

PaintCare maintains a webpage tailored to manufacturers which includes the following information:

- Dedicated staff contact.
- Information on the manufacturer and brand registration process, and a link to the registration area.
- Publicly posted registration lists.
- Information on PaintCare products and product notices.
- Information on remitter agreements for manufacturers.

Changes in the program, including fee structure, are communicated to manufacturers in a variety of ways, including:

- Email newsletters.
- Alerts on PaintCare homepage and other web pages.
- Prompts in the remittance system.

## **C7. Non-English Speakers**

PaintCare has translated its program brochure for all PaintCare programs into PaintCare has translated its program brochure into Amharic, Arabic, Armenian, Bengali, Cantonese, Farsi, French, Haitian Creole, Hawaiian, Hindi, Hmong, Italian, Japanese, Khmer, Korean, Lao, Mandarin, Polish, Portuguese, Punjabi, Russian, Somali, Spanish, Tagalog, Thai, Turkish, Ukrainian, Vietnamese, and Yiddish. Three widely used fact sheets that provide information about the LVP service, guidance for painting contractors, and the program products list are also available in the 29 languages listed above. PaintCare maintains a Spanish language translation button on its website, making the site fully bilingual. Additionally, live interpretation in Spanish and other languages is available on PaintCare's telephone hotline by request. PaintCare provides information on how to access translations and hotline interpretation at [www.paintcare.org/language-assistance/](http://www.paintcare.org/language-assistance/).

#### **D. STAKEHOLDER INPUT FROM RETAILERS**

Experience in previous PaintCare state programs demonstrated that retailers were slow to adopt written materials about the PaintCare program, despite PaintCare's efforts to offer them free of charge. To address this, PaintCare worked with retail stakeholders to learn what would make them more willing or interested in utilizing PaintCare's materials and promoting the benefits of the program. PaintCare held several meetings with retailers: in California in June 2012, in Oregon in 2013, and in California and Connecticut in 2019.

At these meetings, retailers reviewed PaintCare POS materials including posters, brochures, window signage as well as ideas for new materials such as counter mats and floor decals. The retailers provided feedback about messaging, design, size, adaptability, and other elements that may factor into their willingness or ability to use the materials. Key feedback from these meetings included:

- Messages should be simple and not abstract in any way (e.g., "Recycle with PaintCare" was recommended as a clear call-to-action).
- Retailers requested a simple, small card to hand to customers to help them contact PaintCare by phone or website to find a paint drop-off site.
- Estimating the correct amount of paint to purchase is complicated. It requires knowledge about the type of paint, surface to be painted, and other factors. Retailers would not utilize or distribute PaintCare materials addressing this subject due to concerns about an oversimplification of the purchasing process that could result in incorrect estimates. Instead, retailers suggested PaintCare educate consumers to seek advice on this topic from store staff.
- It is important for PaintCare and retailers to provide advance notice to professional painters to provide them ample time to prepare for the new fee and incorporate the fee into their bids/estimates prior to the start of the program.
- Based on historic practice, after the first year of the program, there are not many complaints about the fee and the focus is shifted more to information about drop-off sites and other recycling services, and less on the fee.
- Drop-off sites typically see a benefit to being promoted through both print and digital advertising.

Much of the input received from retailers has been incorporated into PaintCare outreach materials and strategy and PaintCare continues to solicit and encourage feedback from paint retailers and manufacturers about the program's print materials and other promotional efforts.

#### **E. JOINT OUTREACH WITH LOCAL GOVERNMENT PROGRAMS**

PaintCare promotes HHW and other local government drop-off site partners through its outreach efforts if they wish to be promoted. PaintCare has also established a process for local governments to coordinate joint outreach projects, through which PaintCare assists them with funding and developing outreach campaigns focused on paint recycling for digital, print, radio, and other media. To initiate a project, the local government partner are asked to complete a form describing the project and budget for approval. PaintCare considers a

reimbursement proportional to the amount of the campaign devoted to the PaintCare program services. For example, when staff of the Housatonic Resource Recovery Authority in Connecticut published an annual newspaper advertisement promoting its calendar of HHW events for towns in its region, they devoted half of the page to PaintCare products and information, and PaintCare funded half of the advertisement cost. Local governments may propose any project that includes a PaintCare message using any medium. The current version of the joint outreach fact sheet is provided in Appendix C.

#### **F. WEBSITE AND SITE LOCATOR**

PaintCare's website provides public access to information about all key aspects of the program. The site makes it easy for the public to find paint drop-off options, request LVPs, view accepted products, and answer questions about the program. It also provides targeted resources for retailers, manufacturers, painting contractors, and local government waste facilities. State-specific pages for each PaintCare program contain links to program plans, annual reports, laws, and other official documents. The "Paint Smarter" section educates the public about PaintCare's "Buy Right, Use It Up, Recycle the Rest" messages, including useful tips and resources. PaintCare's website is available in Spanish translation.

PaintCare strives to continually provide accurate, up-to-date information regarding paint recycling options available to the public. PaintCare has developed and maintains a national database of paint drop-off sites and makes the information available through a drop-off site locator on PaintCare's website. The locator provides a paint-specific, easy-to-use way to search for the nearest available paint drop-off site. Site-specific information explains who is eligible to use a site and what limitations apply.

The site locator resource is currently organized as follows: for PaintCare states, the locator lists only paint drop-off sites, including HHW programs, that partner with PaintCare. For non-PaintCare states, it lists HHW programs as locations where the public can bring leftover paint.

#### **G. HOTLINE**

PaintCare operates a weekday hotline to assist the public with finding the nearest drop-off site and to answer questions about the program. The hotline staff speak English and can access live language interpretation in Spanish and a number of other languages when requested.

#### **H. EVALUATION OF OUTREACH**

PaintCare typically conducts surveys to evaluate the effectiveness of the education and outreach efforts. The surveys measure awareness of paint recycling among households and painting professionals and include questions about reducing leftover paint, opportunities for reuse and recycling paint, and intention to use those options in the future. Other questions may vary from one survey to another. PaintCare typically reports on the results of each survey in annual reports.

## **I. EXAMPLES OF OUTREACH MATERIALS**

Current versions of the following outreach materials are provided in Appendix C:

- Program trifold brochure
- Fact sheet for HHW programs about becoming a PaintCare partner
- Fact sheet for solid waste facilities about becoming a paint drop-off site
- Fact sheet for retailers describing their responsibility under the new law and providing a program overview
- Fact sheet for retailers about becoming a paint drop-off site
- Fact sheet about the LVP service
- In-store informational poster
- "Recycle Here" poster for paint drop-off sites
- Fact sheet on joint outreach with local governments

## 7. Funding and Budget

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### STATUTORY CITATION

New York Environmental Conservation Laws, Article 27: Collection, Treatment and Disposal of Refuse and Other Solid Waste, Title 20: Postconsumer Paint Collection Program. Section 27-2003:

3. The plan submitted by the producer or representative organization to the department under this section shall:

(h) Set forth the process by which an independent financial auditor will be selected and identify the criteria used by the producer or representative organization in selecting an independent auditor.

(j) Include the targeted annual collection rate.

(k) Be reviewed by an independent financial auditor to assure that any added cost to paint sold in the state as a result of the postconsumer paint collection program does not exceed the costs of the program. The independent auditor shall verify that the amount added to each unit of paint will cover the costs of the postconsumer paint collection program.

### SECTION OVERVIEW

This section discusses:

- Funding mechanism
- Paint sales
- Paint collection volume
- Budget description
- PaintCare fee structure
- Program budget

#### A. FUNDING MECHANISM

The PaintCare fee is applied to qualifying containers of architectural paint sold in New York. The PaintCare fee is set at a rate to cover but not exceed the cost of operating and sustaining the New York program. All revenue generated by the fee on New York paint sales is spent to support the New York program. The following steps describe the application of the PaintCare fee:

- Manufacturers add the PaintCare fee to containers of architectural paint sold in New York directly or through dealers (retailers and distributors).
- Retailers and distributors pass the PaintCare fee to their customers by including it as part of the purchase price of architectural paint they sell in New York. This is how retailers and distributors recoup the PaintCare fee they paid when purchasing architectural paint from their suppliers.

- When consumers buy architectural paint in New York, the PaintCare fee is included as part of the purchase price. Manufacturers report sales of architectural paint and remit to PaintCare the PaintCare fee for architectural paint they sold in New York in the preceding month. Manufacturers will have already recouped the PaintCare fee they pay to PaintCare because the fee is included as part of the price of their architectural paint when they sold it to their dealers. Some companies may be allowed to report sales on a less frequent schedule if their sales are minimal.

## **B. PAINT SALES**

To estimate New York's architectural paint sales for this plan, PaintCare consulted with Decision Metrics, Inc., a firm used by the American Coatings Association during the past 25 years, as well as PaintCare and some individual paint companies. The consultations were used to project and model paint sales nationally, in certain states, and in smaller geographic regions such as counties. Decision Metrics developed a series of statistical models that project demand for paint and publishes a quarterly report that provides a current-period coatings demand estimate as well as a forward-looking view of anticipated coatings demand. The paint forecast models have been rigorously tested and consistently demonstrate a strong relationship between existing home sales and demand for architectural coatings. To project the total gallons sold and provide a container size breakdown (1-gallon vs. 5-gallon) for New York, Decision Metrics considered many key metrics, including housing starts and home sales, construction projects, the residential home improvement market (DIY), and other economic conditions. To assist Decision Metrics, PaintCare provided actual historical monthly sales totals reported by each size category for New York.

## **C. PAINT COLLECTION VOLUME**

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, the actual quantity of postconsumer paint that is leftover, unwanted, and available for collection at any given time is unknown. Consumers purchasing paint may decide to recycle or dispose of their unwanted paint as soon as a painting job is finished, or they may keep it for several years. These factors make it difficult to determine how much postconsumer paint is available for collection.

### **Recovery Rate**

Recovery rate is defined as the volume of paint collected divided by volume of paint sold in the same period. EPA estimates that 10% of architectural paint sold remains leftover each year. The recovery rate for PaintCare programs varies from a low of about 3% to a high of about 12%. The volume of paint collected depends on the state's paint collection infrastructure, recycling habits, extent of outreach, and age of the program. PaintCare has observed in its other program that the recovery rate initially increases each year, with the largest increases in the first few years. After the first few years, the recovery rate stabilizes—with small increases, no increase, or small decreases. The recovery rate in New York has averaged 3% as annual paint collection and paint sales have remained relatively steady since the New York program began. As the program continues to mature, PaintCare anticipates that the recovery rate in New York will likely increase to between 4.5% and 5.6%.

The following table shows gallons collected, gallons sold, and the resulting recovery rate from 2022 through 2024. Note that 2022 only includes the eight months during which the New York program was operational (May-December).

#### GALLONS COLLECTED, SOLD, AND RECOVERY RATE

	2022 (8 MONTHS)	2023	2024
Paint Collected (gallons)	532,150	740,008	740,443
New Paint Sold (gallons)	17,786,785	24,620,410	24,480,294
Recovery Rate	3.0%	3.0%	3.0%

#### D. BUDGET DESCRIPTION

Based on anticipated paint collection volumes and paint sales, and the fee structure provided in section E below, PaintCare has developed a budget projection for the next five years. The primary elements of the budget are discussed here.

##### Revenue

Revenue is derived from fees on new paint sales.

##### Operations Expenses

Operations include all in-state expenses (also called direct expenses) specific to operating the New York program. These costs are borne entirely by the New York program and not shared with other PaintCare programs. They are categorized as follows:

- **Paint processing.** This is usually the most significant expense of the program. Costs are based on vendor pricing and payments for the additional activities (e.g., reuse) at sites.
- **Paint transportation.** This expense includes the cost of transporting paint bins from paint drop-off sites to paint processing locations.
- **Paint collection supplies and support.** These expenses include the cost of paint collection bins, spill kits, PaintCare event expenses, training materials, signs, labor to pack paint at LVP sites, and other paint collection-related support.
- **Communications.** These expenses include advertising and educational materials to increase awareness of the program and to promote drop-off sites, events, and other services.
- **Personnel, professional services, and other.** These expenses include the cost of staff working directly to implement the New York program; legal costs for regulatory review and developing contracts; and other logistical, professional support, and office expenses.

## **Corporate Expenses**

Corporate expenses (also called indirect expenses) are those that are not specific to the New York program but support all current and future PaintCare programs. These costs include but are not limited to corporate staffing (e.g., PaintCare's president, operations staff, communications team); back-office support (e.g., information technology, legal, government affairs, and accounting); company-wide auditing, insurance, outside counsel, and other professional services; software licenses and maintenance of data management systems; occupancy; general communications; and other supplies and services that support all PaintCare programs.

Corporate expenses are allocated among all PaintCare programs based on their relative populations in the most recent census. At the time of submission of this amendment, New York's share of the general and administrative allocation was 18.4%. In future years, PaintCare may update the corporate allocation based on the population estimates published annually by the Census Bureau.

In addition, as additional states pass paint stewardship legislation, those states will be added to the corporate allocation formula and the share of corporate expenses will decrease for each of the current programs.

## **Operating Reserves**

Reserves represent the net assets (cash and investments) of the New York program. Reserves are needed to sustain the program in times of either higher-than-expected paint collection volumes resulting in higher-than-expected expenses, lower-than-expected paint sales resulting in lower-than-expected revenue, or a combination of the two. PaintCare's reserves policy establishes a target reserve as a percentage of annual expenses and sets a minimum and maximum threshold. If the reserves fall below the minimum threshold or rise beyond the maximum threshold, an evaluation of the program's expenses and revenue will be performed to determine if changes are needed in operations, outreach, and/or the fee structure to bring the reserve balance within range. Any change in the program's fee structure will involve an update to the program plan, and Department approval, as required under New York law. PaintCare currently has a target reserve of 100% of annual expenses (i.e., 12-months of operating expenses), with a minimum threshold of 75% (i.e., nine months) and a maximum threshold of 125% (i.e., 15 months).

## **E. PAINTCARE FEE**

Based on the projected paint sales, revenue, and expenses, PaintCare proposes maintaining the current fee structure, as follows:

SIZE	DESCRIPTION	FEE
Very Small	Half pint or smaller	\$ 0.00
Small	Larger than half pint up to smaller than 1 gallon	\$ 0.45
Medium	1 gallon up to 2 gallons	\$ 0.95
Large	Larger than 2 gallons up to 5 gallons	\$ 1.95

### **Audit of the PaintCare Fee**

To help ensure that the program's funding mechanism is appropriate to cover the cost of the program, the New York law requires the proposed PaintCare fee to be reviewed by an independent financial auditor.

To help ensure that the program's funding mechanism adequately covers its costs, the New York law requires the proposed PaintCare fee to be reviewed by an independent financial auditor. PaintCare selected a qualified financial auditor to examine the PaintCare fee as required by law, based on the firm's specialized expertise in performing PaintCare fee examinations. PaintCare's general criteria for selecting an auditor included: relevant experience; cost; independence (e.g., no conflicts of interest with PaintCare, its related companies, PaintCare's Board member companies); ability to meet PaintCare's contractual requirements (including confidentiality requirements); and approval from DEC. Lydon Fetterolf Corydon, P.A. conducted the audit, which is included in Appendix E.

The audit report issued by Lydon Fetterolf Corydon, P.A. is provided in the appendix.

## **F. FINANCIAL SUMMARY**

The projected budget for January 1, 2026 – December 31, 2030, is summarized in the following table.

## REVENUE AND EXPENSES

REVENUE	2026	2027	2028	2029	2030
Small Containers	\$1,733,733	\$1,733,733	\$1,733,733	\$1,733,733	\$1,733,733
Medium Containers	10,387,862	10,387,862	10,387,862	10,387,862	10,387,862
Large Containers	4,903,123	4,903,123	4,903,123	4,903,123	4,903,123
Total Revenue	17,024,719	17,024,719	17,024,719	17,024,719	17,024,719
EXPENSES					
Paint Processing	4,870,483	4,967,903	5,116,940	5,270,448	5,428,562
Paint Transportation	2,415,995	2,464,316	2,538,245	2,614,393	2,692,825
Paint Collection Supplies and Support	1,021,196	1,041,620	1,072,869	1,105,055	1,138,206
Communications	3,500,000	4,000,000	4,000,000	4,000,000	4,000,000
Personnel, Professional Fees, Other	1,042,957	985,076	1,029,239	1,075,545	1,124,099
Allocation of Corporate Activity	1,932,270	2,028,884	2,130,328	2,236,844	2,348,686
Total Expenses	14,782,901	15,487,799	15,887,621	16,302,285	16,732,378
Interest Income	115,000	115,000	115,000	115,000	115,000
Total Change in Net Assets	2,356,818	1,651,920	1,252,098	837,434	407,340
Net Assets, Beginning of Year	20,947,729	23,304,547	24,956,466	26,208,564	27,045,998
Net Assets, End of Year	\$23,304,547	\$24,956,466	\$26,208,564	\$27,045,998	\$27,453,339
Reserve as a Percentage of Total Expenses	158%	161%	165%	166%	164%

## **Appendix A**

Registered Manufacturers and Brands

Acri-Shield Max	Architect Series	Bunker Hill Exterior Oil-based Primer
Advance Interior Paint	Armstrong Stains	Bunker Hill Premiere Exterior
AFM Safecoat	Aspire	Bunker Hill Premiere Interior
Allbäck Linseed Oil Paint	Aura Bath & Spa Interior Paint	C&M Coatings
Allbäck Linus Wall Paint	Aura Exterior Paint	C2 Paint
All Coat Interior/Exterior	Aura Interior Paint	C-500 SuperUrethane™
AllPro Acrylic Masonry Waterproofer	Backdrop	C-500™
Allpro Commercial Grade Waterproofing Sealer	Barn & Fence Paint	CAB/Acrylic Clear Topcoat
AllPro Concrete Floor & Paver Sealer	Barrier III	CAB/Acrylic White Topcoat
Allpro Concrete Floor Sealer	Basic Coatings	Cabinet Coat
Allpro Concrete Waterproofing Paint	Basic Coatings Hardwood Floor	Cabinet Coat
AllPro Marine Spar Varnish	Refinisher Gloss	Cabot
Allpro Masonry Waterproofing Sealer	Basic Coatings Hardwood Floor	Cabot "The Finish"
Allpro Multi-Surface Water Repellent	Refinisher Satin	Cabot Australian Timber Oil
AllPro Polyurethane Varnish	Behr	Cabot Cabothane
AllPro QD Urethane Floor Varnish	Behr Premium Plus	Cabot Clear solutions
AllPro Waterproofing Sealer	Behr Premium Plus Ultra	Cabot OVT
AllPro WB Acrylic Urethane Varnish	Behr Premium Select	Cabot Problem Solver
Alumify	Behr Pro-X	Cabot PROVT
Amazon Basic	Benchmark	Calcimine Recoater
Amazon Select Paint	Ben Interior Paint	California Paints Alkyd Vapor Barrier
American Builder	Benjamin Moore Block Filler	Primer Sealer & Enamel
Ames Block & Wall, acrylic	Benjamin Moore Drywall Primer	Undercoater
Ames Block & Wall, rubber	Benjamin Moore Element Guard	California Paints AllFlor Porch &
Ames Blue Max	Benjamin Moore Fast Samding Primer	Floor Enamel
Ames Paint & Prime	Benjamin Moore High Build Exterior Texture	California Paints All Wall & Trim
Ames Reflective Paint	Benjamin Moore Multi-Purpose Primer	Primer, Sealer and Undercoater
Ames Safe-T-Deck Granulated	Benjamin Moore Special Vinyl Latex	California Paints Aquaborne Ceramic
Ames SafeT-Deck Smooth	BenMate Danish Tung Oil Finish	Universal Primer
Ames Super Elasto Barrier	Beyond Paint All In One Paint (various colors)	California Paints ASAP Enamel
Ames Super Primer	Beyond Paint Countertop Paint	Undercoater Primer & Sealer
Andersons	Beyond Paint Multi Purpose Sealer	California Paints California Ceiling
AquaBond™	Block Filler & Sealer	White
AquaCrackle®	Blue Seal	California Paints CalPro
AquaCreme™	Brinkmann's	California Paints Diamond Ceiling
AquaExtender™	Brouns & Co Linseed Paint	White
Aqua Finishing Solutions®	Brouns & Co Oils	California Paints Drywall Primer
AquaGard™	Brouns & Co Primer	California Paints Fres-Coat
Aqua Lock Plus Primer/Sealer	Brouns & Co Wood Stain	California Paints Malibu
Aqua Lock Plus Primer/Sealer	Bruce Fresh Finish	California Paints Muralo 268
Aqua Mix Aqua Stain	Bunker Hill Ceiling Paint	California Paints Muralo 563
Aqua Mix Enrich-n-Seal	Bunker Hill Classic Exterior	California Paints Nextech 2
Aqua Mix High Gloss Sealer	Bunker Hill Classic Interior	California Paints Preference
Aqua Mix Penetrating Sealer	Bunker Hill Demo Color Sample	California Paints Prime Touch Primer
Aqua Mix ProSolv	Bunker Hill DIKON Barn & Fence	and Sealer
Aqua Mix Seal & Finish Low Sheen	Bunker Hill Door & Trim	California Paints ProPaint
Aqua Mix Sealer's Choice Gold	Bunker Hill Drywall Primer	California Paints Sand Finish
Aqua Mix Stone Enhancer	Bunker Hill Excellence Exterior	California Paints Texture Finish
Aqua Mix UltraSolv	Bunker Hill Excellence Interior	California Paints Trouble Shooter
AquaSeal™	Bunker Hill Exterior Acrylic Primer	California Paints Ultra 2010
AquaStone®		California Paints Ultra Aquaborne
AquaThane™		Ceramic
AquaWax™		California Paints Ultra Ceiling White

California Paints Ultra High Build Exterior Paint	CRC® Rust Converter	Diamond Vogel Paramount
California Paints UltraPlate Cabinet & Trim Enamel	Creme Activator™	Diamond Vogel Permacryl Exterior
California Paints Verde	Cryli Cote Exterior Paint	Diamond Vogel Permacryl Interior
California Paints WipeOut	Crystal Brush	Diamond Vogel Permafil
California Paints WipeOut II	CrystalFin: Gloss , Semi-Gloss, Satin and Matte	Diamond Vogel Permaflex
Chimney Rx Masonry Chimney Water Repellent	CrystalFin Floor Finish: Gloss and Satin	Diamond Vogel Plastercryl
Chlorinated Rubber Swimming Pool Paint	Curust	Diamond Vogel Posi-Prime
Clare Exterior	CUTEK Extreme	Diamond Vogel Pre Tex
Clare Interior	Daly's Deck Stain	Diamond Vogel Prime-O-Seal
Clare Multipurpose Primer	Daly's Log Oil	Diamond Vogel Pro Max
Clark+Kensington Exterior Paint + Primer	Daly's Semi-Transparent Exterior Stain	Diamond Vogel Pro Plate
Clark+Kensington Interior/Exterior Paint + Primer	Daly's Waterborne Deck Stain	Diamond Vogel Pro Plus
Clark+Kensington Interior Cabinet Door and Trim Paint	Daly's Waterborne Stain	Diamond Vogel Quick Dry
Clark+Kensington Interior Paint + Primer	Daly's Wood Stain	Diamond Vogel Red Kote
Clinical Paints	Dead Flat Varnish™	Diamond Vogel RTU
Color Changing Ceiling Paint	Deft	Diamond Vogel Rural Red
Color Changing Ceiling Paint	Deft Clear Wood Finishes	Diamond Vogel Rural White
Color Decor	Deft Lacquer Sanding Sealer	Diamond Vogel Satinamel
Color Extra	Deft Polyurethanes	Diamond Vogel Special Red
Color House Premium Ceiling Paint	Deft Wood Stains	Diamond Vogel Super Build
Color Made Simple	Defy Clear Wood Finish	Diamond Vogel Super Pro
ColorPlace	Defy Composite Deck Sealer	Diamond Vogel Super Quick
ColorSeal™	Defy Deck Stain for Hardwoods	Diamond Vogel Super Varnish
Color Wheel	Defy Epoxy Fortified Wood Stain	Diamond Vogel Sure-Block II
Colour Crete	Defy Extreme Wood Stain	Diamond Vogel SureFlo
Comex Paint	Defy Marine Seal	Diamond Vogel Sure Grip
Conco	Defy Original Synthetic Wood Stain	Diamond Vogel Uni-Fill
Contractor's Edge	Designer Foil FX™	Diamond Vogel Vantage Plus
Contractor Pro Exterior Paint	Devine	Diamond Vogel Vantage Primer
Contractor Pro Exterior Primer	Diamond Collection	Diamond Vogel Vers-Acryl
Contractor Pro Interior & Exterior Masonry Primer	Diamond Vogel Acryl Prime	Diamond Vogel Vinyl Kote
Contractor Pro Interior Paint	Diamond Vogel Apex	Diamond Vogel Weather Plate
Contractor Pro PVA Primer	Diamond Vogel Ascend	Diamond Vogel Zero Plus
Controlz Primers	Diamond Vogel Assure	DIKON Barn & Fence (Bunker Hill)
Convoy - Non Skid Coatings	Diamond Vogel Color Plus	DIKON Dairy Enamel
Coronado Texcrete	Diamond Vogel Diamond Prime	Do It Best
Corotech Epoxy Primer	Diamond Vogel Dia-Pro	Do-It-Best
Corroseal	Diamond Vogel Double Hide	Do It Best Best Look®
Country Chic Paint	Diamond Vogel Elevate	Do It Best Color Solutions®
Country Chic Paint - Tough Coat	Diamond Vogel Enamel Undercoat	Do-It Best Waterproofer
Cover & Go	Diamond Vogel Evercryl	Door, Trim & Cabinet Enamel
CoverCoat XL	Diamond Vogel Fil-Kote	Driveline
CrackleAdd™	Diamond Vogel Filler Finish	Drylok Clear Penetrating Sealers
Crackle Lacquer Clear	Diamond Vogel Finium	Drylok Concrete Floor Paint (all colors)
Crackle™	Diamond Vogel Flor Cote	Drylok Concrete Protector
	Diamond Vogel Grain Stain	Drylok E1 Floor Paint (all colors)
	Diamond Vogel Health-Kote	Drylok Extreme
	Diamond Vogel Hide Plus	Drylok Floor Paints
	Diamond Vogel Mil Max	Drylok Latex Base Masonry Waterproofer (all colors)
	Diamond Vogel Nu Cling	Drylok Natural Look Sealer
	Diamond Vogel OptiKote	Drylok Water Based 5% Silicone
		Drylok Waterproofers

Drylok Wet Look Sealer	EasyCare Limitless	Farrow & Ball Wood Knot & Resin
Drylok Wet Wall Bonding Primer	EasyCare Platinum	Blocking Primer
Duckback	EasyCare Platinum WeatherALL	Faux Effects®
Duckback - All Purpose Waterproofer	Extreme	Faux Effects International™
Duckback - Composite Deck Sealer	EasyCare Porch & Floor	Faux Effects World®
Duckback - Mason's Select -	EasyCare Ready To Use Colors	FauxStone™ Pull-Off
Concrete Clear Sealers	EasyCare Ultra Premium	FauxTex™
Duckback - Mason's Select -	EasyCare Woodsman	FEIT™
Epoxacryl Solid Color Concrete	EasyCare Woodsman Revive	Field Marking Paint
Stain	EasyCare X-O Rust	Field Marking Paint
Duckback - Mason's Select -	Easy Color	Final Touch
Transparent Concrete Stain	EasyGuard	Fine Paints of Europe ECO
Duckback - Premium Translucent	Eco Advance Concrete & Masonry	Fine Paints of Europe Eurolux
Finish	Waterproofer	Fine Paints of Europe Eurothane
Duckback - SuperDeck - Clear Wood	Eco Advance Wood Waterproofer	Fine Paints of Europe Hollandlac
Finish	Economy	Finishing Paste™
Duckback - SuperDeck - Deck &	ECOS Paints	Fixall (all products)
Dock Elastomeric	Eco Spec WB Interior Paint	FixAll Acrylic Floor Sealer
Duckback - SuperDeck - Exotic	Elastite Elastomeric Coating	FixAll Acrylic Stain Killer
Hardwood Stain	Elastite Elastomeric Roof Coating	FixAll Alkyd Stain Killer
Duckback - SuperDeck - Log Home	Elastite Masonry Sealer	FixAll Aquaborne Ceramithane
Oil Finish	Element Guard Exterior Paint	FixAll Clear Waterproofing Sealer
Duckback - SuperDeck - Oil Based	Encase	FixAll Dry Fall
Stain	Enrich	FixAll Everlife Fast Dry Alkyd Enamel
Duckback - SuperDeck - Pressure	EPIC Ceiling White	FixAll Everlife Urethane Enamel
Treated Stain	EPIC Interior Primer	FixAll Everlife Waterborne Enamel
Duckback - SuperDeck - Semi	EPIC Premium Interior Paint and	FixAll Everlife Weatherproof
Transparent Stain	Primer	Aluminum Enamel
Duckback - SuperDeck - Solid Color	Epoxy Swimming Pool Paint	FixAll Exposed Concrete Sealer
Stain	Equinox	FixAll Fix-Rite
Duckback - SuperDeck - Transparent	Evolve	FixAll Fix Rust Primer
Stain	Excesior Coatings (all products)	FixAll Grabber Bonding Primer
Duckback - SuperDeck - Waterborne	E-Z Kare	FixAll Latex Block Filler
Stain	Fabulon	FixAll PVA Drywall Primer
Dunham's (all products except traffic	Farrow & Ball Dead Flat	FixAll RustPlate Primer
paint)	Farrow & Ball Estate Eggshell	FixAll Semi-Transparent Interior
Dunn's Paints	Farrow & Ball Estate Emulsion	Stain
Dunn-Edwards	Farrow & Ball Exterior Eggshell	FixAll Shop Coat Primer
Duracourt - Sport Court Paint	Farrow & Ball Full Gloss	FixAll Skid Grip
DuraGard™	Farrow & Ball Interior /Exterior Wood	FixAll Stain & Odor Barrier
DuraSeal Sanding Sealer™	Primer & Undercoat	FixAll Stopz
DuraSheen™ with UV	Farrow & Ball Interior Wood Primer &	FixAll Ultimate Universal Primer
Dutch Boy	Undercoat	FixAll WearAll
Dutchboy Dimensions	Farrow & Ball Masonry & Plaster	Flood Easy Seal
Dutchboy Dirt Fighter Interior	Stabilising Primer	Floor & Patio Enamel
Dutchboy Maxbond®	Farrow & Ball Masonry Paint	Floor & Trim Interior/Exterior Enamel
Dutchboy Refresh	Farrow & Ball Metal Primer &	Formby's
Dutch Standard (all products)	Undercoat	Forrest Paint
EasyCare	Farrow & Ball Modern Eggshell	Franklin Paint - Halftime
Easy Care	Farrow & Ball Modern Emulsion	Franklin Paint - Winning Streak
EasyCare 365	Farrow & Ball Wall Ceiling Primer &	Frazee
EasyCare Cabinet Trim & Door Paint	Undercoat	Fred Myers
EasyCare Ceiling Paint	Farrow & Ball Wood Floor Primer	French Lac
EasyCare EveryDay	&Undercoat	Fresh Start All-Purpose Primer

Fresh Start Deck & Siding Primer	General Finishes Enduro-Var	Glidden Quick Cover
Fresh Start Hight-Hiding All-Purpose Primer	Polyurethane	Glidden Spred
Fresh Start Undercoater & Primer/Sealer	General Finishes Exterior 450	GlosThane Finish
FXThinner™	General Finishes Exterior 450 Clear	Golden Paintworks
GacoDeck (A56, DT, & DK)	Finish & Stain	GPM
Galvanized & Aluminum Primer	General Finishes Exterior 450 Stains	GreenSheen® (all products)
Gardner-Gibson Black Jack (white elastomeric coatings only)	General Finishes Gel Stains	Guardian Contractor Grade
Gardner-Gibson Dynamite	General Finishes Gel Topcoats	Guardian Professional Quality
Gardner-Gibson Eterna Kote	General Finishes GF Milk Paints	H&C
Gardner-Gibson Gardner	General Finishes High Performance	H&K Paints All Coat
Gardner-Gibson Shur-Stik	Poly	Hammerite
Gardner-Gibson Sta-Kool	General Finishes Industrial Dye	Hanco
Gemini Coatings Artisan Effects	Stains & Concentrates	Harrison Paint (all products)
Gemini Coatings Craftsman Collection	General Finishes Oil Base Wood	HD® Designs
Gemini Coatings Gem Clear	Stains	Heavy Bodied Glazing Stain (Various colors)
Gemini Coatings Gem Coat	General Finishes Original Seal-A-Cell	Heirloom Traditions Paint
Gemini Coatings Gem Cryl	CLEAR	Hemp Shield
Gemini Coatings Gem Dye	General Finishes Outdoor Oil	Hemp Shield Log Home Stain and Sealer
Gemini Coatings Gem Glo	General Finishes Pigmented Poly	Hemp Shield Wood Deck Sealer
Gemini Coatings Gemini	General Finishes PolyAcrylic	Henry/Bakor
Gemini Coatings Gemini Tone Stain	General Finishes Pre-Cat Urethane	Henry Acryprime Recoat Primer
Gemini Coatings Gem Pro	General Finishes Pre-Stain Wood	Henry Aquatac Primer
Gemini Coatings Gem Tone	Conditioner	Henry Enviro-White Roof Coating
Gemini Coatings Gem Var	General Finishes Pro Image	Henry Grey Elastomeric Roof Coating
Gemini Coatings Gulf Synthetics - PermaBond	General Finishes RTM Stains	Henry Light Tan Roof Coating
Gemini Coatings Master's Magic	General Finishes Sanding Sealer	Henry Premium Elastomeric Base Coating
Gemini Coatings Storm Shield	General Finishes Sealer	Henry Premium Non-Fibered Aluminum
Gemini Coatings Titanium Series	General Finishes Stain Blocker	Henry Solorflx Tan Elastomeric
Gemini Coatings Total Wood Preservative	General Finishes Water Base Dye	Heron Linseed Oil Paint
Gemini Coatings TWP	Stains	HGTV Home
Gemini Coatings WFS	General Finishes Water Base	HGTV Weathershield by Sherwin Williams
Gemini Coatings Wood Finishers Supply	Lacquer	High Build Interior Primer
Gemini Evo	General Finishes Water Base Wood	High Build Peel Bonding Primer
Gemini Rudd	Stains	High Build Peel Bonding Primer
Gemini Zero Rust	Geocel	Hirshfield's A.M.P. Acrylic Masonry Primer
General Coatings	Glidden Diamond	Hirshfield's Acrylic Concrete Sealer
General Finishes Arm-R-Seal Urethane Topcoat	Glidden Door and Trim	Hirshfield's Acrylic Woodstain
General Finishes Black & White Undercoat	Glidden Essentials	Hirshfield's Athletic Field Marking Paint
General Finishes Brushable White Enamel	Glidden Everyday	Hirshfield's Ceiling White
General Finishes Clear Poly Topcoat	Glidden EZ Track	Hirshfield's Clearcoat
General Finishes Enduro	Glidden Fundamentals	Hirshfield's ColorMax
General Finishes Enduro-Var	Glidden Grab-N-Go	Hirshfield's ColorPro
General Finishes Enduro-Var II	Glidden Gripper	Hirshfield's Contractor Select
	Glidden Gripper	Hirshfield's Contractor Select Zero
	Glidden High Endurance	Hirshfield's Custom Home
	Glidden High Endurance Plus	Hirshfield's Drywall Primer
	Glidden High Performance	
	Glidden Kitchen and Bath	
	Glidden Max-Flex	
	Glidden Metallic Tones	
	Glidden Multi-Pro	
	Glidden Porch & Floor	
	Glidden Premium	
	Glidden PVA Drywall Primer	

Hirshfield's Exterior Oil Primer  
 Hirshfield's Faux Finish Glaze  
 Hirshfield's Heavy Duty  
 Hirshfield's House & Trim  
 Hirshfield's Housecoat  
 Hirshfield's Housecoat Exterior  
     Acrylic Primer  
 Hirshfield's Housecoat II  
 Hirshfield's MHB  
 Hirshfield's Northern Naturals  
 Hirshfield's Oil-based Woodstain  
 Hirshfield's One Hour Finish  
 Hirshfield's Parking Ramp Paint  
 Hirshfield's Platinum Ceramic  
 Hirshfield's Platinum Exterior  
 Hirshfield's Premium Select Health  
 Hirshfield's Procrylic  
 Hirshfield's ProWall 1000  
 Hirshfield's ProWall 2000  
 Hirshfield's ProWall 4000  
 Hirshfield's ProWall 6000  
 Hirshfield's Pro-Z  
 Hirshfield's Reserve  
 Hirshfield's Sanding Sealer  
 Hirshfield's Select 1000  
 Hirshfield's Top Scrub  
 Hirshfield's Ultra Premium Celng  
     Paint  
 Hirshfield's Uni-Prep  
 Hirshfield's Wall Prep  
 Hirshfield's Wash & Wear  
 Homax Premixed Popcorn Ceiling  
     Texture  
 Homax Premixed Wall Texture  
 Homax Roll-On Texture  
 Homax Tile Guard  
 Homax Wet Look Cure Seal  
 Homestead  
 Insl-X Off Broadway  
 Insl-X Tru-Flex Concrete Bond Coat  
 Insl-X Tru-Flex Cushion Coat  
 Insl-X Tru-Flex Latex Field Marking  
     Paint  
 Insl-X Tru-Flex Line Marking Paint  
 Insl-X Tru-Flex Neutral Filler Coat  
 Insl-X Tru-Flex Smooth Colored  
     Finish Coat  
 Insl-X Tru-Flex Textured Colored  
     Finish Coat  
 James Alexander Specialty Paints  
 James Alexander Specialty Paints  
     Botanical Paint  
 James Alexander Specialty Paints  
     Lime-Prep Primer

James Alexander Specialty Paints  
     Sealer  
 James Alexander Specialty Paints  
     Venetian Plaster  
 James Alexander Specialty Paints  
     Water Based Limewash  
 Jel'd Stain  
 Kilz  
 Kilz Casual Colors  
 Kilz Pro-X  
 Kilz True Tone  
 Kitchen & Bath Interior Paint  
 Kolor Kote  
 Kool Seal  
 Krylon  
 Krylon Commercial  
 Kwal  
 Lanco Aqua Proof Roof Primer  
 Lanco Color Collection Wall & Trim  
     Paint  
 Lanco Coolguard Roof Coating  
 Lanco Dura-Life Clear Sealer  
 Lanco Natural Look Clear Sealer  
 Lanco Seal Rubber Roof Coating  
 Lanco Siliconizer Roof Coating  
 Lanco Titanium Paint & Primer  
 Lanco Wet Look Clear Sealer  
 Laticrete Blue 92 Anti-Fracture  
     Membrane  
 Laticrete Fracture Ban SC  
 Laticrete Hydro Ban Waterproofing &  
     Crack Isolation Membrane  
 Laticrete Hydro Barrier Plus  
 Laticrete Prime N Bond  
 Laticrete Primer Plus  
 Laticrete StoneTech® Professional  
     Enhancer  
 Laticrete StoneTech® Professional  
     Enhancer Pro™ Sealer  
 Laticrete StoneTech® Professional  
     Grout Release  
 Laticrete StoneTech® Professional  
     Heavy Duty Exterior Sealer  
 Laticrete StoneTech® Professional  
     Heavy Duty Sealer  
 Laticrete StoneTech® Professional  
     High Gloss Finishing Sealer  
 Laticrete StoneTech® Professional  
     High Gloss Lacquer  
 Laticrete StoneTech® Professional  
     Impregnator Pro® Sealer  
 Laticrete StoneTech® Professional  
     Maximum BulletProof® Sealer

Laticrete StoneTech® Professional  
     Natural Stone Countertop Sealer  
 Laticrete StoneTech® Professional  
     Paver Sealer & Enhancer  
 Laticrete StoneTech® Professional  
     Salt Water Resistant Sealer  
 Laticrete StoneTech® Professional  
     Sealer  
 Laticrete StoneTech® Professional  
     Semi Gloss Finishing Sealer  
 Laticrete StoneTech Quartz &  
     Porcelain Tile Sealer  
 Laura Ashley  
 Lauzon wood Clear Finish  
 Lauzon wood stain  
 Lead Block  
 Level 5 Wall Prep  
 Lifeline Accents  
 Lifeline Acrylic  
 Lifeline Advance  
 Lifeline Endure  
 LifeLine Exterior  
 Lifeline Interior  
 Lifeline Ultra-2  
 Lifeline Ultra-7  
 Lime Paint & Wash™  
 Lime Slag™  
 Liquid Rubber Cool Foot Deck  
     Coating  
 Liquid Rubber Multi Purpose Primer  
 Liquid Rubber Polyurethane Deck  
     Coating  
 Little Greene Absolute  
 Little Greene Intelligent  
 Little Greene Intelligent All Surface  
     Primer (ASP)  
 Logwood Oil  
 Long End Seal  
 Lullaby Paints  
 LusterStone®  
 Magnolia Home Paint by Kilz  
 Maintenance One  
 Majic  
 Majic All Purpose  
 Majic Barn & Fence Paint  
 Majic Barn Paint  
 Majic Barricade Primer & Paint  
 Majic Barricade Primer & Sealer  
 Majic Basement Paint  
 Majic Buggy Enamel  
 Majic Camouflage Paint  
 Majic Clear Coat Gloss Lacquer  
 Majic Concrete Sealer  
 Majic Diamond Hard Acrylic Enamel

Majic Diamond Hard Direct-To-Metal	McCloskey	Miracle Sealants 511 Glass Tile & Shower Door Sealer
Majic Diamond Hard Kidproof Wall Paint	McCloskey Man-O-War	Miracle Sealants 511 H2O Plus
Majic Diamond Hard Repurpose	McCloskey Multi-Use	Miracle Sealants 511 Impregnator
Majic Easy Spread	McCloskey Special Effects	Miracle Sealants 511 Porcelain & Ceramic Tile Sealer
Majic Exterior/Interior Paint	McCloskey Stains	Miracle Sealants 511 Porous Plus
Majic Fence Paint	Mercury Paint Acrylic House Paint	Miracle Sealants 511 Quartz Counter Top Sealer
Majic Field Marking Paint	Mercury Paint Acrylic Latex (various finishes)	Miracle Sealants 511 Seal & Enhance
Majic Floor Paint	Mercury Paint Acrylic Latex Primer	Miracle Sealants High Gloss Finish Sealer
Majic House & Deck Stain	Mercury Paint Acrylic Metal Primer	Miracle Sealants Matte Finish Sealer
Majic Industrial Aluminum	Mercury Paint Alkyd	Miracle Sealants Mira Matte
Majic Kitchen & Bath Paint	Primer/Sealer/Stain Killer	Miracle Sealants Tile, Stone & Grout Sealer
Majic Latex Enamel	Mercury Paint Alkyd Semi-Gloss Enamel	ML Campbell
Majic Lifestyle	Mercury Paint Aluminum	Modern Masters
Majic No Hunting Purple	Mercury Paint Aqua Zoom Acrylic Stain Killer	MultApply Acrylic Enamel
Majic NWP	Mercury Paint Athletic Field Marking Paint	Multi-Surface Waterproofer
Majic Oil-Base Floor Enamel	Mercury Paint Athletic Line Marking Paint	Muresco Ceiling Paint
Majic Polyurethane Wood Coating	Mercury Paint Conversion Primer	NewLook International DriveHard
Majic Premium Paint & Primer	Mercury Paint Direct-to-Metal	NewLook International Endura Concrete Sealer
Majic Pride	Mercury Paint Everfresh Zero VOC (various finishes)	NewLook International Endura Enhancer
Majic Primer & Paint	Mercury Paint Everfresh Zero VOC Acrylic Primer	NewLook International Endura Faux Fusion
Majic Professional	Mercury Paint Mercbond Urethane Barrier Coat	NewLook International Endura Solid Stain
Majic Rust Kill Coating	Mercury Paint Polyurethane	NewLook International Original NewLook Stains
Majic Stain Blocking Primer Sealer	Mercury Paint Tropic 7	NewLook International Proteshield
Majic Town & Country	Mercury Paint Zoom Stain Killer	NewLook International SharkSeal
Majic Tractor, Truck & Implement Enamel	Mercury Paint Zoom Sure Grip Floor Coatings	NewLook International SmartColor
Majic Waterproofing Sealer	Messmer's Decking Stain	NewLook International SmartSeal
Majic Water Sealer	MetaKote	NewLook International Wall Stain
Majic Wood Varnish	Metal Ready Universal	NuDeck
Martin Senour Paints	Miaco Latex (various finishes)	O'Villa®
Marvins	Miaco Latex Primer	O'Villa® Wax
MasonrySaver #25 Floor Finish	Mica Glow Flakes™	Odds N Ends
MasonrySaver Acrylic Waterproofing Sealer	Mica Glow Powder™	Old Masters Brushing Lacquer
MasonrySaver All-Purpose HD Water Repellent	Minwax Color Wash	Old Masters Exterior Water-based Spar Urethane
MasonrySaver Decorative Concrete Sealer	Minwax Lacquer (all types)	Old Masters Fast Dry Stain
MasonrySaver Garage Floor Sealer	Minwax Polycrylic	Old Masters Gel Stain
MasonrySaver Paver Sealer	Minwax PolyShades	Old Masters Graining Base
MasonrySaver VOV Compliant Solvent Base Water Repellent	Minwax Polyurethane (all types)	Old Masters H2O Wood Stain
MasonrySaver Water Repellent for Brick	Minwax Stain (all types)	Old Masters Oil Based Gel Polyurethane
MasonrySaver Water Repellent for Split-Face Block	Minwax Tung Oil	Old Masters Oil Based Polyurethane
Masterchem	Minwax Urethane	Old Masters Oil Based Quick-Dry Varnish
Master Gel® Finish Clear	Minwax Varnish	
Master Guard Oil and Spot Primer	Minwax Wipe-On Poly	
Master Guard Sealer	Minwax Wood Effects	
Master Guard Wood Sealer	Minwax Wood Finish	
Max Block	Miracle Sealants 511 Anti-Slip	
Max Block		

Old Masters Oil Based Sanding Sealer	Pittsburgh Paints & Stains Flood	PolyWhey
Old Masters Oil Based Spar Marine Varnish	Pittsburgh Paints & Stains Flood Pro	PolyWhey Exterior (various colors)
Old Masters Oil Based Super Varnish	Pittsburgh Paints & Stains Manor Hall	PolyWhey Floor
Old Masters Penetrating Sealer	Pittsburgh Paints & Stains Metallic Tones	PolyWhey MVP Sport Floor Finish
Old Masters Penetrating Stain	Pittsburgh Paints & Stains Mopako	PolyWhey MVP Sport Floor Sealer
Old Masters Tung Oil Varnish	Pittsburgh Paints & Stains Multi-Pro	PolyWhey Series 1000 Infusion
Old Masters Water-based Clear Finish	Pittsburgh Paints & Stains Paramount	Wood Modifier
Old Masters Water-based Polyurethane	Pittsburgh Paints & Stains Perma-Crete	PolyWhey Series 2000 Stain Base
Old Masters Water-based Sanding Sealer	Pittsburgh Paints & Stains Perm-Crete	PolyWhey Series 3500 Wood Floor finish
Old Masters Wiping Stain	Pittsburgh Paints & Stains Pitt-Glaze	PolyWhey Series 3500 Wood Floor Sealer
Old Masters Wood Conditioner	Pittsburgh Paints & Stains Pitt-Tech Plus EP DTM	PolyWhey Wood Cleaner
Old Masters Woodgrain Filler	Pittsburgh Paints & Stains Premier	Pore-O-Pac™ Grain Filler (various colors)
Old Village Paint	Pittsburgh Paints & Stains Pure Performance	Pore-O-Pac™ Grain Filler Reducer
Olympic Ascent	Pittsburgh Paints & Stains Seal Grip	Pratt & Lambert®
Olympic Elite	Pittsburgh Paints & Stains Speed Cryl	Pratt & Lambert Accolade®
Olympic Maximum	Pittsburgh Paints & Stains Speedhide (except Dry Fog)	Pratt & Lambert RedSeal®
Olympic Paint	Pittsburgh Paints & Stains Speedhide Pro EV Zero	Pratt & Lambert RedSeal® Zero VOC
Olympic Pool Paint	Pittsburgh Paints & Stains Sun Proof	Pratt & Lambert STAINShield®
Olympic Rescue It!	Pittsburgh Paints & Stains Timeless	Prelude
Olympic Stain	Pittsburgh Paints & Stains Ultra-hide 150	Premier Aluminum Roof Coating Fibered
Olympic Summit	Pittsburgh Paints & Stains Ultralast	Premier Finishes Tuff-Kote High Performance Restoration Primer
Olympic Triumph	Pittsburgh Paints & Stains Wall Supreme	Premier Finishes Tuff-Kote Interior HP Restoration SemiGloss
Olympic Waterguard	Pittsburgh Paints & Stains Weather King	Premium
Olympic Wood Protector	Pittsburgh Paints & Stains Wonder Hide	Premium Decor
One Time Wood Preservative (various colors)	Pittsburgh Paints & Stains Wonder Pro	Preserva Wood
Optimus	Pittsburgh Paints & Stains Wonder Pro	Pre-Stain Clear Wood Stain
Orgill	Pittsburgh Paints & Stains Wonder Shield	Prestige
Oxygen	Pittsburgh Paints & Stains Wonder Tones	Prime All Multi-Surface Primer Sealer
P-80	Pittsburgh Paints & Stains ZoneMark	Prime All Primer Sealer
Painter's Select	Pittsburgh Paints and Stains	Prime Choice (all products)
Painter's Select Basics	Pittsburgh Paints and Stains Revolution	Prime Lock Plus
Painter's Select Clean & Fresh	Pitt-Tech Plus EP	Prime Lock Plus
Painter's Select PRO BEST	PlasterTex®	Prime Time
Painter's Select PRO GOOD	Plastic Kote	Prime Time Plus
Painter's Select Specialty	Plasti-Kote	Pro Best
Palette Deco™		Professional Coatings
Pantone		Profin:Gloss and Satin
Parks Pro Finisher		Pro Good
Penofin Wood Finishes		Pro Grade
Perlas Velvet		Proluxe
Per-Ma-Lite Marking Paint		Protector
Pittsburgh Paints & Stains Acri-Shield		Puma
Pittsburgh Paints & Stains Anti-Scuff		Puma-XL
Pittsburgh Paints & Stains Break-Through		Pure & Original Classico
Pittsburgh Paints & Stains Builder Performance		Pure & Original Dead Flat Ecosealer
		Pure & Original Fresco Lime paint
		Pure & Original Limesoap

Pure & Original Marrakech Walls	Richard's Paint Holztite	Rodda Speed Primer
Pure & Original Wallprim	Richard's Paint Painter's Pride	Rodda SR Ultra
Qualalacq™ Lacquer Gloss	Richard's Paint Paverseal	Rodda Super Roflex
Qualalacq™ Lacquer Reducer	Richard's Paint Pliolite	Rodda Surfbond
Qualalacq™ Lacquer Satin	Richard's Paint Pool Guard	Rodda Terra
Qualalacq™ Sanding Sealer	Richard's Paint PPS	Rodda Tuff Deck
Qualarenu™ #1	Richard's Paint Python	Rodda Ultimate II
Qualasole™	Richard's Paint Rich Air Zero VOC	Rodda Unique II
QuartzStone™	Richard's Paint Rich Classic	Rodda Vapor Block
Quick Dry Sanding Sealer	Richard's Paint Rich Flex	Rodda Vapor Shield
Quik Hide	Richard's Paint Rich Pro	Rodda Weather Performance
Quikrete Concrete & Masonry High Gloss Sealer	Richard's Paint Rich Shield	Rodda Wood Master
Quikrete Concrete & Masonry Waterproofing Sealer	Richard's Paint Rich Tex	Roman ECO-988 Pigmented Primer
Quikrete Masonry Waterproofer	Richard's Paint Rich Wall	Roman Golden Harvest PRO-988
Quikrete Penetrating Concrete Stain	Richard's Paint Richwood	Roman PRO-909 Vinyl Prep
Quikrete Textured Acrylic Concrete	Richard's Paint Roof Shield	Roman PRO-935 R-35
Quikrete Transluscent Concrete Stain	Richard's Paint Rust Shield	Roman PRO-977 Ultra Prime
Rapid Roof HV	Richard's Paint Shields All	Roman Pro-999 Rx-35
Rapid Roof III	Richard's Paint Signature Ceramic	Roofers Choice
Reactive Series™	Richard's Paint Signature Series	Room & Board by Valspar
Ready Seal (all products)	Richard's Paint Signature Series Plus	Rosco Chroma Key
ReColor™ (All Products)	Richard's Paint Step Guard	Rosco Color Coat
Recover Recycled Paint Products	Richard's Paint Thor	Rosco Crystal Gel Clear Coating
Reduced Odor Oil-Based Primer	Richard's Paint Timber Tuff	Rosco DigiComp HD
Reduced Odor Primer	Richard's Paint Viper	Rosco Fluorescent
Redwood Stain Interior/Exterior	Richard's Paint Wall Guard	Rosco FoamCoat
Regal Select Exterior MoorGard Paint	Rodda Accent Primer	Rosco Off Broadway Artists Paint & Metallic Finishes
Regal Select Exterior MoorGlo Paint	Rodda AC Line	Rosco Premier Clear
Regal Select Exterior MoorLife Paint	Rodda All Purpose Equipment Enamel	Rosco Supersaturated
Regal Select Interior Paint	Rodda Aqua Master	Rosco Tough Prime
Renaissance	Rodda Cat-A-Lac	Rosco TV
Reserve	Rodda Color Base	Rosco Video Paint CK
Resist-X	Rodda Control Primer	Royal Drywall Interior Primer
Restoration Hardware	Rodda Crystal Clear	Royal Exterior House & Trim Primer
Restore-X	Rodda EZEE Coat	Royal Exterior Paint & Primer
Richard's Paint Barricade	Rodda Fast Dry Floor Finish	Royal House Paint & Primer
Richard's Paint Bondcrete	Rodda First Coat	Royal Interior & Exterior Sealing & Blocking Primer
Richard's Paint Deck Guard	Rodda Horizon	Royal Interior Artistic Finishes Glazing Liquid
Richard's Paint Deck Pro	Rodda Interior Performance	Royal Interior Paint & Primer
Richard's Paint Driveway and Floor Coating	Rodda Lasyn	Royal Porch + Floor Enamel
Richard's Paint EnduraTread	Rodda Mar Resist	RPM Water Based Grain Filler (various colors)
Richard's Paint Eternity	Rodda Master Painter	RPM Wood -15 Minute Wood Stain (various colors)
Richard's Paint Excel	Rodda Metal Master	RPM Wood-8x Wipe On Water Base Urethane Satin
Richard's Paint FlexDeck	Rodda Modern Wood Stain	RPM Wood -Polyurethane Satin
Richard's Paint Floor-Tite	Rodda Multi Master	RPM Wood- Vinyl Sealer
Richard's Paint Garage Shield	Rodda MultiPrime	RPM Wood Waterborne Urethane Finish Satin
Richard's Paint H2O Fusion	Rodda pHextite	RsCrete®
Richard's Paint Holzon	Rodda Ply-Coat	
Richard's Paint Holzout	Rodda PMC 300	
	Rodda Porsalite	
	Rodda Roseal	
	Rodda Rural Manor	
	Rodda Scotseal	

RsPlaster®	Rustoleum Zinsser	Seal-Krete Heavy Duty Waterproofer
RsSandStone®	Rust Stop Indoor/Outdoor Enamel	Seal-Krete Lock-Down Epoxy
RsSandStone Flake™	Rust Stop Indoor/Outdoor Primer	Bonding Floor Primer
RsTravertino®	SafeChoice	Seal-Krete Multi-Surface Water
Rubber Based Swimming Pool Paint	Safecoat	Repellent
Rubberizeit Dura-Rubber	Safecoat Naturals	Seal-Krete Original Waterproofing
Rubberizeit Primer	Safe Encasement SE110MS	Sealer
Rubio Monocoat WoodCream	Saman hybrid based varnish	Seal-Krete Stucco Guard
Rust-A-Void	Saman hybrid stain	Seal-Once Exotic Premium Wood
RUST DESTROYER	Saman water based stain	Sealer
RUST DESTROYER FAST DRY	Saman water based varnish	Seal-Once Marine Premium Wood
RUST DESTROYER HIGH HEAT	SandStone™	Sealer
RUST KNOCKOUT	Sansin Boracol 20-2	Seal-Once Multi-Surface Concentrate
Rustoleum 900 Clear Coat	Sansin Classic	Seal-Once NANO + POLY Concrete
Rustoleum Advanced Technology UMA	Sansin DEC	& Masonry Sealer
Rustoleum American Accents	Sansin ENS	Seal-Once NANO + POLY Premium
Rustoleum BIN	Sansin Foundation RTU	Wood Sealer
Rustoleum Bulls Eye	Sansin MDF Primer	Seal-Once NANO Penetrating Wood
Rustoleum Colorfast	Sansin Precision Coat	Sealer
Rustoleum Decorative Painter's Products	Sansin Purity Interior	Seal-Once Negative Pressure
Rustoleum Elastomeric Roof Coating	Sansin Roof Tec	Waterproofer
Rustoleum Epoxy Shield	Sansin SDF	Seal-Once POLY Premium Wood
Rustoleum Flash Bond 400	Sansin Timber Tec	Sealer
Rustoleum Home	Sapphire Metallic	Seal-Once Seal Ends Once
Rustoleum MasterClear Supreme	Sashco Capture® Log Stain	Sears
Rustoleum Metallic Paint Collection	Sashco Cascade® Clear Coat	Serena&Lily
Rustoleum Multispec	Sashco Symphony® Interior Clear Coat	Setcoat®
Rustoleum OKON	Sashco Transformation Stain® Deck & Fence	Severe Weather Contractor Finish
Rustoleum Painter's Touch	Sashco Transformation Stain® Log and Timber	Shading/Glazing Stain (various colors)
Rustoleum Peel-Bond	Sashco Transformation Stain® Siding & Trim	Shake Shield
Rustoleum Perma White	Satin Impervo	Sharkskin
Rustoleum Plastic And Vinyl NT	Satin Thane Finish	Sherwin Williams
Rustoleum Prime Start	Scuff-X Interior Paint	Sherwin Williams A-100
Rustoleum Simply Home	SeaFin AquaSpar Gloss and Satin	Sherwin Williams All Surface Enamel
Rustoleum Stop Rust	SeaFin Filler/Stain	Sherwin Williams Blok-Tite™
Rustoleum Studio Color	SeaFin Ship n'Shore Sealer	Sherwin Williams Bright Life
Rustoleum Sure Color	SeaFin Super Spar Varnish	Sherwin Williams Builders
Rustoleum Theme Paint	Seal-Krete Clear-Seal	Masterpiece
Rustoleum Trim Magic	Seal-Krete Concrete Colors Low Lustre Sealer	Sherwin Williams Builders Solution Int.
Rustoleum Varathane	Seal-Krete Concrete Colors Semi- Transparent Stain	Sherwin Williams Captivate
Rustoleum Watco Danish Oil	Seal-Krete DampLock Concrete Waterproofing Paint	Sherwin Williams Cashmere Interior
Rustoleum Watco Exterior Wood Finish	Seal-Krete Epoxy-Seal Concrete Paint	Sherwin Williams Classic 99 Int
Rustoleum Watco Lacquer + Color Tint	Seal-Krete Epoxy-Seal Low VOC Paint	Sherwin Williams Classic Cote
Rustoleum Watco Lacquer Clear Wood Finish	Seal-Krete Floor-Tex	Sherwin Williams ColorAccents Interior Alkyd
Rustoleum Watco Teak Oil + Stain	Seal-Krete GraniteFX	Sherwin Williams ColorPlace®
Rustoleum Watco Tung Oil		Sherwin Williams ConFlex XL
Rustoleum Watco Wipe-On Poly		Sherwin Williams DeckScapes Ext
Rustoleum Wolman		Sherwin Williams Design Accents
Rustoleum Zehrung		Sherwin Williams Design Basics Interior
		Sherwin Williams Drywall Primer

Sherwin Williams Dura Clad	Sherwin Williams Red Devil	Starlite Pro Line Latex Primer
Sherwin Williams DuraCraft Acrylic Latex	Sherwin Williams Resilience	Start Right
Sherwin Williams Duraseal	Sherwin Williams Rich Lux	Stays Clear Polyurethane
Sherwin Williams Duration	Sherwin Williams Rust-O-Lastic	StencilFX™
Sherwin Williams Duron	Sherwin Williams Sea Shore	Stix Bonding Primer
Sherwin Williams EasyLiving®	Sherwin Williams Shellac Primer	Stix Bonding Primer
Sherwin Williams EcoSelect® Zero VOC	Sherwin Williams Sher-Crete	StoClear Coat Sealer
Sherwin Williams Emerald	Sherwin Williams SherStripe	StoColor Acryl Flat
Sherwin Williams Eminence®	Sherwin Williams Signature Select	StoColor Acryl Plus
Sherwin Williams Enviropure	Sherwin Williams Skylight®	StoColor Coat
Sherwin Williams EverLast	Sherwin Williams Solo 100% Acrylic	StoColor Coat Sand
Sherwin Williams Faux Impressions®	Sherwin Williams SuperBond	StoColor Dryonic
Sherwin Williams Flex Bon	Sherwin Williams SuperPaint	StoColor DTM
Sherwin Williams Fresh Kote	Sherwin Williams Terminator™	StoColor Lastic
Sherwin Williams Harmony	Sherwin Williams Twist & Try	StoColor Lastic Sand
Sherwin Williams Impressions	Sherwin Williams UltraCrete	StoColor Lotusan
Sherwin Williams Infinity®	Sherwin Williams Ultra Deluxe	StoColor Lotusan Plus
Sherwin Williams Latitude	Sherwin Williams Ultra Guard	StoColor Metallic Base
Sherwin Williams Lok-Tite	Sherwin Williams WithSTAND®	StoColor Metallic Topcoat
Sherwin Williams Loxon	Sherwin Williams Wood Classics	StoColor Silcolastic
Sherwin Williams Luxury Living	Sherwin Williams WoodScapes	StoColor Texture Coarse
Sherwin Williams Maintenance Pro	Show Kote	StoColor Texture Fine
Sherwin Williams Masterline	Sikagard® 510	StoColor Texture Medium
Sherwin Williams Master Painters	Sikagard® 550W Elastocolor	StoColor Wood Stain
Sherwin Williams Master Touch	Sikagard® 552W Primer	StoPrime BlockSurfacer
Sherwin Williams Maxflex™	Sikagard® 570	StoPrime Conditioner
Sherwin Williams Maxwood®	Sikagard® Elastic Base Coat Smooth	StoPrime DTM
Sherwin Williams Modac	Sikagard® Elastic Base Coat Textured	StoPrime Hot
Sherwin Williams Optima Formula 360	Simply Glaze	StoPrime Sand
Sherwin Williams Painters Edge	Sirca	StoPrime Smooth
Sherwin Williams PalGard®	Skylight	StoPrime UV
Sherwin Williams Platinum	Snow Roof	Storm Systems (all products)
Sherwin Williams Ply-Mastic	SofTex™	StoTique
Sherwin Williams Ply-Thane	Solar-Lux™ Stain (various colors)	Structures Wood Care NatureColor®
Sherwin Williams Ply-Tile	Solar-Lux™ Waterborne Dye Stain (various colors)	Structures Wood Care NatureOne®
Sherwin Williams Porcelain®	Solar-Lux™ Waterborne Glaze (various colors)	Stucco, Masonry & Brick Exterior
Sherwin Williams PrepRite	Solar-Lux™ Waterborne Wiping Stains (various colors)	Paint
Sherwin Williams ProBlock	SoSlow®	StucoLux™
Sherwin Williams ProClassic	Spar Restoration Varnish	StucoLux™ Fine Polishing
Sherwin Williams ProGreen 200	Spatter Add™	Sunnyside Waterproofer
Sherwin Williams Pro-Hide® Gold	Spatter Gel™	Sunnyside Wood Protectant
Sherwin Williams Pro-Hide® Green	Sprayable Latex Block Filler	Super Hide Interior Paint
Sherwin Williams Pro-Hide® Silver	Stain & Seal™	Super II
Sherwin Williams Pro Industrial Enamel Urethane	StainMaster	Super Kote 3000 Interior Paint
Sherwin Williams Pro Kote	Stanley Steemer	Super Kote 5000 Interior Paint
Sherwin Williams ProLine Supreme	Starlite Acrylic Latex (various finishes)	Super Kote 5000 Zero Interior Paint
Sherwin Williams ProMar 200	Starlite Acrylic Latex Primer	Sure Shine
Sherwin Williams ProMar 400	Starlite Pro Line Latex (various finishes)	Sure Step Anti-Slip Coating
Sherwin Williams ProMar 700		Sure Step Anti-Slip Coating
Sherwin Williams Property Solution		Sutherland Welles Ltd. Marine Spar Varnish
		Sutherland Welles Ltd. Murdoch's Line 500 Floor Finish

Sutherland Welles Ltd. Murdoch's Line Hard Oil	Tex-Cote Rainstopper®	Two Minute Repair Liquid
Sutherland Welles Ltd. Murdoch's Line Hard Sealer	Tex-Cote Re-Cote Primer	Ultra Flagship
Sutherland Welles Ltd. Murdoch's Line Table Top	Tex-Cote Reflect-Tec®	Ultra Spec 500 Interior Paint
Sutherland Welles Ltd. Wiping Varnish (Sealer, Low, Medium, High Lustre)	Tex-Cote Stone-Tex®	Ultra Spec 500 Interior Primer
Sydney Harbour Alchemy Liquid Gold	Tex-Cote Tex-Bond Primer	Ultra Spec Exterior Stain
Sydney Harbour Aqua Enamel	Tex-Cote Tex-Glaze	Ultra Spec EXT Exterior Paint
Sydney Harbour Clearcoat	Tex-Cote Tex-Tura®	Ultra Spec Masonry Filler Finish
Sydney Harbour Duchess Satin	Tex-Cote Top-Cote™	Ultra Spec Masonry High Build Block Filler
Sydney Harbour Eggshell Acrylic	Tex-Cote Trim-Cote®	Ultra Spec Masonry Primer
Sydney Harbour Industrial Lustre	Tex-Cote Tuff-Guard 99	Ultra Spec Masonry Sealer
Sydney Harbour Instant Rust Clear Sealer	Tex-Cote Ty-Cote™	Ultra Spec Masonry Waterproof Coating
Sydney Harbour Interno Lime Wash	Tex-Cote Ultra-Tex™	Uniflex
Sydney Harbour Limeproof Undercoat Sealer	Tex-Cote Wash-Guard	Up Paint
Sydney Harbour Liquid Copper & Patina Green	Tex-Cote Wood Primer 27 W	UV Plus
Sydney Harbour Liquid Iron & Instant Rust	Texcrete Water Repellent	UV Plus for Hardwoods
Sydney Harbour Liquid Tin	Texture Coat™	Valspar
Sydney Harbour Low Sheen Acrylic	TextureFil™	Valspar Anti-Rust
Sydney Harbour Matt Wall Sealer	The Faux Store®	Valspar Ceiling Paint
Sydney Harbour Original Lime Wash	The Paint Drop™	Valspar Climate Zone
Sydney Harbour Palm Beach Black	Thompson's WaterSeal	Valspar Color Style
Sydney Harbour Stone Paint	TileLab Gloss Sealer & Finish	Valspar Decorator
Sydney Harbour Ultra Flat Acrylic	TileLab Matte Sealer & Finish	Valspar Duramax
Sydney Harbour Universal Primer	TileLab Sealer/Cleaner/Resealer Combo Pack	Valspar Elan
Sydney Harbour Wood Wash	TileLab Stone Enhancer	Valspar Integrity
Tack Coat	TileLab SurfaceGard	Valspar Medallion
Temproof 1200 Stove paint	Timberflex	Valspar Medallion Primers
Tex Cote®	Timberflex Pro	Valspar Prep-Step Primers
Tex-Cote 300	Timber Pro UV Crystal Urethane	Valspar Pro 2000 Interior Contractor Finish
Tex-Cote 600	Timber Pro UV Deck & Fence Formula	Valspar Professional
Tex-Cote Clear-Seal™	Timber Pro UV Internal Concrete Sealer	Valspar Professional Bonding Primer
Tex-Cote Color Cote™	Timber Pro UV Internal Wood Stabilizer	Valspar Professional Exterior
Tex-Cote Color Tex®	Timber Pro UV Log & Siding Formula	Valspar Professional Exterior Primer
Tex-Cote Concrete/Masonry Primer	Timber Pro UV Masonry Top Sealer	Valspar Professional Interior
Tex-Cote Cool-Tec®	Tough Shield Porch & Floor	Valspar Professional New Construction Primer
Tex-Cote Cool-Tex®	Tough Shield Porch & Floor	Valspar Professional PVA Primer
Tex-Cote Coolwall®	Tough Walls Interior Paint	Valspar Restoration Series
Tex-Cote Fade Block Roof with Kynar	TrueTint Stone™	Valspar Signature Colors
Tex-Cote Fade Block Super-Cote	Tru-flex Concrete Bond Coat	Valspar Tractor & Implement
Tex-Cote Flex-On®	Tru-flex Cushion Coat	Valspar Ultra
Tex-Cote Graffiti Gard®	Tru-flex Finish Coat	Valspar Ultra Premium
Tex-Cote Hi-Build Textured Primer	Tru-flex Line Marking Paint	Valspar Weathercoat
Tex-Cote Hi-Reflective Primer	Tru-flex Neutral Filler Coat	Value
Tex-Cote Metal-Prime™	Tru Seal	Van Sickle Barn and Outbuilding Paints
	TRU-SEAL	Van Sickle Exterior Latex (Economy, Premium or Super Premium)
	TruStripe	Van Sickle Exterior Stains
	TruStripe All-Star	Van Sickle Floor Enamel
	TuffCrete Concrete Stain	Van Sickle Interior Latex (Economy, Premium or Super Premium)
	TuffCrete Concrete Stain	
	TuffCrete Waterproofing Stain	

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Van Sickle Multi Purpose Enamel	Zar Deck&Siding Stains Solid and Semi-Transparent (all colors)
Van Votz Hi-Tech Waterproofer	Zar Exterior Polyurethane (Gloss/Satin)
Vapor Barrier Primer/Sealer	Zar Exterior Stains
Varnish Plus™	Zar Exterior Water Base
Vasari Lime Paint	Polyurethane (Gloss/Satin)
Vasari Mineral Primer	Zar Interior Polyurethane (all Gloss Levels)
VenetianGem®	Zar Interior Stains
Venetian Gem Bellissimo®	Zar Polyurethanes
Venetian Gem™ Basecoat	Zar Ultra Exterior Polyurethane (all gloss Levels)
Wall Kote	Zar Ultra Interior Polyurethane (all Gloss Levels)
Wall Pro	Zar Ultra Max OMU (all gloss Levels)
Wall-Up	Zar Wood Stains (all colors)
Walmart	Zinsser SmartCoat
WaterBlock Masonry Waterproofer	Zone Marking Paint
WaterBlock Masonry Waterproofer	
Waterborne Ceiling Paint	
Waterborne Swimming Pool Paint	
Waterlox H2OLox	
Waterlox Original	
Waterlox TrueTone	
Waterlox Urethane	
Waterlox UTOS	
Waterlox VOC Compliant	
Weather All	
White Pickling Stain	
Wood Iron Deck, Fence & Siding Stain	
Wood Iron Doors & More Finish	
Wood Iron Exterior Oil Finish	
Wood Iron Generations Water-Based Stain	
Wood Iron Top Coat Finish	
Woodluxe Deck + Siding Exterior Stain	
Woodluxe Waterproofing Exterior Stain + Sealer	
Woodluxe Waterproofing Stain + Sealer	
Wood Royal Exterior Deck & Siding Stain	
Wood Royal Exterior Deck & Siding Toner	
Wood Royal Exterior Deck Stain	
Wood Royal Exterior Siding and Trim Stain	
Wood Shield	
Woodsman	
Woodtone Series (various colors)	
Woodturners Finish	
X-O Rust	
ZAP Primers	
Zar Classic (all Gloss Levels)	
Zar Clear Wood Sealer	

- [1 Ace Hardware Paint Division](#)
- [2 Advanced Protective Products, Inc.](#)
- [3 AFM Safecoat](#)
- [4 Amazon Environmental Inc.](#)
- [5 Amazon Paint](#)
- [6 American Formulating & Manufacturing](#)
- [7 Ames Research Laboratories, Inc.](#)
- [8 Amrize](#)
- [9 Armstrong-Clark Company](#)
- [10 Backdrop Inc](#)
- [11 Basic Coatings](#)
- [12 Behr Process LLC](#)
- [13 Benjamin Moore & Co.](#)
- [14 Betco Corporation LTD](#)
- [15 Beyond Paint](#)
- [16 Bond Distributing, Ltd.](#)
- [17 Brouns & Co LLC](#)
- [18 C&M Coatings](#)
- [19 California Products Corp.](#)
- [20 CamCoat Inc.](#)
- [21 CBD Group](#)
- [22 Clare Paint, LLC](#)
- [23 Clinical Paints](#)
- [24 Coatings Alliance, LLC](#)
- [25 Conklin Company, Inc.](#)
- [26 Country Chic Paint Ltd.](#)
- [27 CRC Industries, Inc.](#)
- [28 Creative Oxygen Labs](#)
- [29 Custom Building Products, Inc.](#)
- [30 Custom Paint Product Group](#)
- [31 Cutek USA](#)
- [32 Daly's Wood Finishes](#)
- [33 Diamond Vogel, Inc.](#)
- [34 Dunn-Edwards Corporation](#)
- [35 Eco Advancements, Inc.](#)
- [36 ECOS Paints](#)
- [37 Emiron Corporation](#)
- [38 Farrow & Ball Ltd](#)

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- [39 Farwest Paint Mfg. Company](#)
- [40 Faux Effects International, Inc.](#)
- [41 Fine Paints Of Europe](#)
- [42 Forrest Paint Co](#)
- [43 Franklin Paint Company, Inc.](#)
- [44 Gardner-Gibson](#)
- [45 GDB International, Inc.](#)
- [46 Gemini Coatings, Inc.](#)
- [47 Gemini Industries, Inc.](#)
- [48 General Finishes](#)
- [49 Golden Artist Colors, Inc.](#)
- [50 GPS Paints LLC](#)
- [51 GreenSheen Eco-Friendly Paint](#)
- [52 H. Behlen & Bro.](#)
- [53 Harrison Paints & Coatings, LLC](#)
- [54 Heartwood Corp](#)
- [55 Heirloom Traditions Paint](#)
- [56 HempShield Products LLC](#)
- [57 Henry Company LLC](#)
- [58 Heron Paint](#)
- [59 Hirshfield's Paint Manufacturing Inc.](#)
- [60 ICP Construction](#)
- [61 Imperial Paints LLC](#)
- [62 James Alexander Specialty Paints LLC](#)
- [63 Lakestone Enterprises Inc.](#)
- [64 Lanco & Harris Corporation](#)
- [65 Laticrete International, Inc.](#)
- [66 Lauzon Distinctive Hardwood Flooring](#)
- [67 Lexington Paint and Supply Co. Inc.](#)
- [68 Liquid Rubber](#)
- [69 Lowe's Home Centers, LLC](#)
- [70 Lullaby Paints](#)
- [71 Martin Studios LLC](#)
- [72 Masterchem Industries LLC \(Behr\)](#)
- [73 Meoded Paint & Decoration](#)
- [74 Meoded Paints and Plasters](#)
- [75 Mercury Paint Corporation](#)
- [76 Messmer's Inc.](#)
- [77 Mia Colore](#)

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- [78 NCH Corporation](#)
- [79 NewLook International](#)
- [80 Old Masters](#)
- [81 Old Village Paint, Ltd](#)
- [82 One Time](#)
- [83 Penofin](#)
- [84 Performance Coatings, Inc.](#)
- [85 Perma-Chink Systems, Inc.](#)
- [86 Premier Finishes Inc.](#)
- [87 Preserva Products, Ltd](#)
- [88 Pure and Original](#)
- [89 Quikrete](#)
- [90 Recolor Paints, LLC](#)
- [91 Richard's Paint Manufacturing Co Inc.](#)
- [92 Rodda Paint Company](#)
- [93 Roman Decorating Products, LLC](#)
- [94 RPM Industrial Coatings Group, Inc.](#)
- [95 Rubio Monocoat USA, LLC](#)
- [96 Rust-Oleum Corporation](#)
- [97 Sage Restoration Inc.](#)
- [98 SamaN](#)
- [99 Sansin America Inc.](#)
- [100 Sashco, Inc](#)
- [101 SaverSystems, Inc.](#)
- [102 Sika Corporation](#)
- [103 Starlite Paint & Varnish Co Inc.](#)
- [104 Sto Corp.](#)
- [105 Structures Wood Care, Inc.](#)
- [106 Sunnyside Corporation](#)
- [107 Sutherland Welles Ltd.](#)
- [108 Sydney Harbour Paint Company](#)
- [109 TC Dunham Paint Company](#)
- [110 Tex-Cote LLC](#)
- [111 The Little Greene Paint Company](#)
- [112 The Pittsburgh Paints Co.](#)
- [113 The Sherwin-Williams Company](#)
- [114 Timber Pro Coatings](#)
- [115 TV Paints, LLC](#)
- [116 UC Coatings LLC](#)

[117](#) United Gilsonite Laboratories (UGL)

[118](#) UP Paint

[119](#) Van Sickle Paint Mfg.

[120](#) Van Votz USA, LLC

[121](#) Vasari Lime Plaster and Paint

[122](#) Vasari Plaster and Stucco, LLC

[123](#) Vermont Natural Coatings

[124](#) Waterlox Coatings Corporation

[125](#) Wood Iron Wood Finishes, Inc.

[126](#) Wood Kote Products Inc.

## **Appendix B**

Definition of Program Products and Sample Product Notices

# Defining Architectural Paint Products for the Purposes of the Assessment

Updated — January 2024

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 distinguish between what is an architectural coating for the purpose of the assessment and what coatings should not be assessed the fee, we are using 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.

In order to determine the products on which the fee is assessed, and the products on which the fee is not assessed, a company should follow these steps:

- A. Start with the type of coating. If the coating is an architectural coating, go to B. If the coating is not an architectural coating, it is not assessed a fee.
- B. If the coating meets the definition of architectural coatings (see below), does not meet the definition of Industrial Maintenance Coatings (also below), and is not specifically excluded, it is assessed a fee.

## 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, aerosol coatings 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 next page).

### **III. Original Equipment Manufacturer (OEM) 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, 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.

### **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 arts and crafts, and automotive refinish coatings. These products should be easier to distinguish, however, as they are clearly called out as non-assessed products on the list below. The fee should not be assessed for these coatings.

#### **Assessed Products (maximum container size of 5 gallons)**

- Interior and exterior architectural paints: latex, acrylic, water-based, alkyd, oil-based, enamel (including textured coatings)
- Deck coatings, floor paints (including elastomeric)
- Primers, sealers, undercoaters
- Stains
- Shellacs, lacquers, varnishes, urethanes (single component)
- Waterproofing concrete/masonry/wood sealers and repellents (not tar or bitumen-based)
- Metal coatings, rust preventatives
- Field and lawn paints

#### **Non-Assessed Products (regardless of container size)**

- Paint thinners, mineral spirits, solvents
- Aerosol coatings
- Auto and marine paints
- Art and craft paints
- Caulking compounds, epoxies, glues, adhesives
- Paint additives, colorants, tints, resins
- Wood preservatives (containing pesticides)
- Roof patch and repair
- Asphalt, tar and bitumen-based products
- 2-component coatings
- Deck cleaners
- Traffic and road marking paints
- Industrial Maintenance (IM) coatings
- Original Equipment Manufacturer (OEM) (shop application) paints and finishes

## Drywall Primer-Surfacers

Updated — June 2012



### Purpose

The purpose of this notice is to clarify that "Drywall Primer-Surfacers" are covered by the PaintCare program. As part of the program, manufacturers of these products must register with PaintCare and collect and remit the Assessment (PaintCare fee) as with other architectural paints in states with active paint stewardship programs.

### Background

In order to assist companies with determining what coatings were architectural coatings subject to the PaintCare fee and what coatings were not, PaintCare developed a fact sheet detailing what factors should be taken into consideration when making these determinations. In addition, the fact sheet listed examples of PaintCare products and examples of non-PaintCare products (products that should not be assessed the fee). PaintCare, however, relies on individual manufacturers to determine what products are part of the program and what products are not, depending on their specific product lines. In some cases, PaintCare helps with this determination based on individual calls with manufacturers. In the case of Drywall Primer-Surfacers, based on these calls, it has come to our attention that some manufacturers were assessing the fee believing they were program products and some were not assessing the fee believing that they were non-program products. It appears that confusion arose when trying to distinguish drywall primer from drywall compound.

In order to ensure that all manufacturers are on a level playing field and the PaintCare fee is indeed placed on all products subject to the assessment, PaintCare herein clarifies that Drywall Primer-Surfacer is considered a PaintCare product and the PaintCare fee must be assessed and remitted by all manufacturers of Drywall Primer-Surfacers. The reason for including this category under the architectural coatings that are subject to the program is as follows:

- The Drywall Primer-Surfacer products are primers. Primers are considered architectural coatings.
- MSDS sheets, either in their title and or elsewhere in the product description, for these products indicate that they are paint or primers.
- MSDS sheets indicate that they contain some type of binder or resin.
- Marketing information published by manufacturers for their own products indicate that they are vapor barriers or coatings.
- Information published by manufacturers for their own products indicate that they are vinyl, acrylic, and/or latex-based.
- Competitors have reported that they make and sell equivalent products that are not excluded by PaintCare.
- Consumers with leftover/unwanted Drywall Primer-Surfacers may bring them to a PaintCare collection site for proper recycling/disposal.

### Action

Starting August 1, 2012, manufacturers of "Drywall Primer-Surfacers" need to ensure that these products are registered with PaintCare and add the PaintCare fee to the wholesale price of these products to all distributors and retailers. Manufacturers are not required to pay the fee on past sales because the fees were not charged to distributors, retailers, or consumers.

### More Information

For more information about the PaintCare program and the responsibilities of manufacturers, please visit [www.paintcare.org](http://www.paintcare.org) or contact:

Taujuana Davis  
Registration Coordinator for Manufacturers  
[tdavis@paint.org](mailto:tdavis@paint.org)  
(202) 232-2733

PaintCare  
901 New York Ave NW Suite 300 West  
Washington, DC 20001  
[www.paintcare.org](http://www.paintcare.org)

# Masonry and Concrete Sealers Labeled “For Professional Use Only”

Updated — January 2013



## Purpose

The purpose of this notice is to clarify that masonry and concrete sealers that are labeled "for professional use only" are excluded from the PaintCare program. Manufacturers of these products are not required to register with PaintCare and they are not required to collect and remit the Assessment ("PaintCare fee") in states with active paint stewardship programs operated by PaintCare.

## Background

In order to assist companies with determining what products are architectural coatings subject to the PaintCare fee and what products are not, PaintCare developed a definition of architectural paint detailing what factors should be taken into consideration when making these determinations. In addition, the definition lists examples of PaintCare products and examples of non-PaintCare products (products that should not be assessed the fee). PaintCare relies on individual manufacturers to determine which, if any, of their products are part of the program. In some cases, PaintCare helps with this determination based on individual calls with manufacturers. In the case of products used as sealers for masonry and concrete—based on inquiries from many industry representatives and manufacturers of these products—it has come to our attention that manufacturers of these sealers desire clarification on whether their products are considered architectural coatings for the purposes of active and future state PaintCare programs.

In order to ensure that all manufacturers are on a level playing field and the PaintCare fee is placed on all products subject to the assessment, PaintCare herein clarifies that masonry and concrete sealers labeled for professional use are not considered PaintCare products and the PaintCare fee is not required to be assessed and remitted by manufacturers of these products. Excluding these products from the definition of architectural coatings is based on the following:

- Originally PaintCare's definition excluded products that are both (1) Industrial Maintenance Coatings and (2) labeled "for professional use only." [Other acceptable phrases are (a) for industrial use only, (b) not for residential use, and (c) not intended for residential use.]
- The definition of an IM coating varies somewhat from one state to another and from one regulatory air district to another. Generally, determining if a coating meets the criteria for IM is based on the manufacturers recommended use for the product and whether it meets any one of certain criteria (simply put these criteria are: regular exposure to heat, chemicals, moisture, or abrasion). Masonry sealers are intended to act as waterproofing agents and are applied where water exposure is anticipated. Thus, as a category they can generally be considered by manufacturers to be IM coatings and therefore meet the first criteria.
- Some manufacturers label these products for professional use. Others do not label them for professional use. There is no prohibition on a manufacturer from labeling a product for professional use. Therefore, if a manufacturer chooses to change the product label on a product that they consider IM in order to also comply with the second criteria above (in the first bullet), they may do so in order have these products excluded from the PaintCare program. The manufacturer may change their regular container label or use an additional sticker.
- If PaintCare finds that manufacturers start to change their labels on other products that are clearly not for professional use or industrial maintenance coatings (e.g. house paint), the professional use labeling will not exclude such products.
- An important purpose of the paint stewardship programs is to collect and recycle unused paint, stains, and coatings that are normally managed through government-sponsored household hazardous waste (HHW) programs. Sealers for masonry and concrete are not known to be a problem at HHW programs.

## Conclusion

Concrete and masonry sealers that are IM coatings and labeled for professional use using one of the phrases indicated above are categorically exempt from PaintCare.

## More Information

For more information about the PaintCare program and the responsibilities of manufacturers, please visit [www.paintcare.org](http://www.paintcare.org) or contact:

Taujuana Davis  
Registration Coordinator for Manufacturers  
[tdavis@paint.org](mailto:tdavis@paint.org)  
(202) 232-2733

PaintCare  
901 New York Ave NW Suite 300 West  
Washington, DC 20001  
[www.paintcare.org](http://www.paintcare.org)

## Shop Application and OEM

Updated — May 2014



### Purpose

This notice is to clarify that architectural paint products are excluded from the PaintCare program when they are used in Shop Application or Original Equipment Manufacturing (OEM). Retailers of these products may remove the Assessment (PaintCare fee) from the purchase price of architectural paint (i.e., PaintCare products) in states with active PaintCare programs.

### Background

In order to assist companies with determining what products are architectural coatings subject to the PaintCare fee and what products are not, PaintCare developed a definition of architectural paint detailing what factors should be taken into consideration when making these determinations. In addition, the definition lists examples of PaintCare products and examples of non-PaintCare products (products that should not be assessed the fee). PaintCare relies on individual manufacturers to determine which, if any, of their products are part of the program. In some cases, PaintCare helps with this determination based on inquiries from a manufacturer. In the case of products used in a shop setting or for the manufacturing of goods or equipment, it has come to our attention that manufacturers and retailers of these products desire clarification on when the fees may be removed and how to keep records.

In order to ensure that all manufacturers and retailers are on a level playing field and the PaintCare fee is placed on all products subject to the assessment, PaintCare herein clarifies that products used in Shop Application and OEM are not considered PaintCare products and the PaintCare fee is not required to be assessed and remitted by manufacturers of these products. Products used "in the field" are not excluded.

### EXAMPLES: EXCLUDED (FEES MAY BE REMOVED)

- A furniture shop stains and applies lacquer to furniture at the shop. The stain and lacquer are excluded because they are used in the shop.
- A tool manufacturer paints all of its tools in a factory. The paint is excluded because it is applied in the factory.
- A kitchen cabinet company builds and paints cabinets at their shop. The paint used to finish the cabinets is excluded because it is applied in the shop.
- A company builds pre-fabricated houses and paints the houses at their manufacturing facility. The paints used at the plant are excluded because they are applied at the plant.

### EXAMPLES: NOT EXCLUDED (FEES ARE TO BE APPLIED)

- A kitchen cabinet company builds cabinets at the shop, and then the cabinets are installed and finished in a residence. The paint used to finish the cabinets in the field is not excluded because it is applied in the field.
- A pre-fab house is assembled at the final building site. The company that built the house sends a few gallons of paint (known as "loose-ships.") to the final building site for touchups and final painting after the house is assembled. The loose-ship products are not excluded because they are applied in the field.

### Record-Keeping

Manufacturers and retailers may exclude the PaintCare fee from products for Shop Application and OEM provided they keep records, subject to audit, to demonstrate that the fees were not charged for a valid reason, e.g., a regular customer is known to be a furniture builder. PaintCare does not have specific requirements about how these records are to be kept and leaves it up to the retailer and manufacturer to develop their own system. PaintCare suggests retailers and manufacturers work together to develop their own record keeping system, and that retailers at a minimum keep a file with copies of invoices showing products sold without the fee and notes regarding their customers.

### **Credits on Fees Already Paid**

Retailers that pay fees on their wholesale invoices may request credits from their suppliers. Suppliers that remit to PaintCare may in turn apply the same credit to a future payment. These credits are also subject to audit.

### **More Information**

For more information about the PaintCare program and the responsibilities of manufacturers and retailers, please visit [www.paintcare.org](http://www.paintcare.org) or contact:

Taujuana Davis  
Registration Coordinator for Manufacturers  
[tdavis@paint.org](mailto:tdavis@paint.org)  
(202) 232-2733

PaintCare  
901 New York Ave NW Suite 300 West  
Washington, DC 20001  
[www.paintcare.org](http://www.paintcare.org)

## **Appendix C**

Examples of Education and Outreach Materials



# 800 MILLION GALLONS

of architectural paint are estimated to be sold in the U.S. each year.

DID YOU KNOW  
**ABOUT 10%**  
GOES UNUSED  
REUSED OR  
RECYCLED?  
& CAN BE

## WHAT PRODUCTS ARE COVERED?

PaintCare sites accept house paint as well as primers, stains, sealers, and clear coatings, such as shellac and varnish.

All products must be in their original, labeled containers (no larger than five gallons) and must be covered with a secure lid. Certain products are not accepted.

Please call drop-off sites ahead of time to confirm business hours and whether they can accept the type and amount of paint you intend to recycle.

Review the list of accepted products:  
[paintcare.org/products](http://paintcare.org/products)



Scan for more information about the PaintCare program.  
[paintcare.org](http://paintcare.org)



XX-BREN-1125

# Recycle Leftover Paint



# A PROGRAM TO MANAGE LEFTOVER PAINT

**PaintCare** makes it easy and free to recycle! Created by paint companies, the nonprofit program provides conveniently located drop-off sites—such as paint and hardware stores—in states that pass paint stewardship laws.

The program provides tips for avoiding waste in the first place, storing paint carefully, and using it up.

## WHAT SHOULD I DO WITH LEFTOVER PAINT?

Find your nearest year-round drop-off site by using our online locator at [paintcare.org](http://paintcare.org), or call us at **(855) PAINT09**. There is no cost for dropping off paint and our sites accept up to 5 gallons per visit (some take more). Store paint carefully to ensure it stays fresh and can be reused or recycled into new paint! There's no longer any reason to dry out paint and throw it away.

Get tips: [paintcare.org/paint-smarter](http://paintcare.org/paint-smarter)

## DO YOU HAVE A PICKUP SERVICE FOR LARGE VOLUMES OF PAINT?

If you have at least 100 gallons of paint to recycle at your business or home, we offer a free large volume pickup service at your location.

Request a pickup: [paintcare.org/pickup](http://paintcare.org/pickup)

## WHAT HAPPENS TO THE PAINT?

PaintCare manages leftover paint responsibly through reuse, recycling, or proper disposal. Most latex paint collected in the program is sent to recycling processors and made into new paint and most oil-based paint is used as fuel.

## WHO CAN USE THE PROGRAM?

Households and businesses in states where PaintCare operates can use the program. Depending on where you live, limits may apply to businesses for oil-based paint.

Learn more: [paintcare.org/business-limits](http://paintcare.org/business-limits)



## WHAT IS THE PAINTCARE FEE?

PaintCare is funded by a fee added to the price of each container of new paint sold in states that have paint stewardship laws. It is applied to the same products that are accepted at PaintCare drop-off sites, and there is no additional cost when dropping off paint.

### FEE RANGES VARY BY CONTAINER SIZE AND BY STATE:

#### Small containers

e.g., pints & quarts | \$0.30–\$0.65

#### Mid-sized containers

e.g., 1–2 gallons | \$0.65–\$1.45

#### Larger sizes

e.g., up to 5 gallons | \$1.50–\$2.75

*The PaintCare fee is not a tax; it does not go to the state. The PaintCare fee is not a deposit; you do not get it back when you drop off paint.*

Find all fees: [paintcare.org/fee](http://paintcare.org/fee)

# HOUSEHOLD HAZARDOUS WASTE PROGRAMS

PaintCare is a nonprofit organization created by paint companies to help consumers manage leftover paint responsibly. PaintCare sets up convenient drop-off locations for unwanted paint throughout each state with a paint stewardship law. Most PaintCare sites are paint and hardware stores, but solid waste facilities including transfer stations, recycling centers, landfills, and household hazardous waste (HHW) facilities also participate.

To become a drop-off site, fill out the interest form: [www.paintcare.org/drop-off-site-interest-form/](http://www.paintcare.org/drop-off-site-interest-form/).

## Benefits for PaintCare Drop-Off Sites

- Transportation and recycling costs of accepted products are paid by PaintCare
- Recycling leftover paint is more convenient for customers
- Help relieve local government of their cost of managing leftover paint
- Conserve resources, keep paint out of the solid waste stream, and prevent the improper disposal of paint
- Optional: offer paint in good condition for reuse and receive reimbursement: [www.paintcare.org/paintshare](http://www.paintcare.org/paintshare)

## Drop-Off Site Responsibilities

- Provide secure storage area for paint collection bins
- Accept all brands of leftover PaintCare products from the public during operating hours
- Place only PaintCare products in paint collection bins
- Keep paint collection bins neat and properly packed
- Complete minimal paperwork related to tracking outgoing paint shipments
- Ensure all staff maintain training on PaintCare drop-off site guidelines and operating procedures

## PaintCare Provides

- Reusable paint collection bins
- Training materials and staff training at your site
- Program brochures, signage, and customer education materials
- Listing your drop-off site on PaintCare website and in ads and promotional materials (optional)
- Compensation for value-added services including paint reuse programs and bulking of oil-based paint

## Common Questions

### Will becoming a PaintCare drop-off site require operational changes?

No. Your facility may continue to restrict who can access the paint collection program at your site. If your facility only serves a specific geographic region (e.g., towns, cities, or counties), you will not be required to serve customers that live outside of that area. Similarly, if your facility is not permitted to accept business waste, you will not be required to do so. (PaintCare retail sites accept paint from households and businesses.)

### How do billing and payments work?

In the most common scenario, when your site ships out PaintCare products, the transporter sends PaintCare an invoice directly. This avoids the need for reimbursement. If your site also contracts with PaintCare for value-added services such as paint reuse, your program sends an invoice to PaintCare for reimbursement.

### What products are covered?

PaintCare sites accept house paint as well as primers, stains, sealers, and clear coatings, such as shellac and varnish. All products must be in their original, labeled containers (no larger than five gallons) and must be covered with a secure lid. Certain products are not accepted. Review the list of accepted products at [www.paintcare.org/products](http://www.paintcare.org/products).

### Water-Based (Latex) Paint is a Resource

PaintCare aims to conserve resources by maximizing paint recycling. HHW programs that previously did not accept water-based paint now have a better solution than encouraging consumers to dry it out and place it in the trash.

# SOLID WASTE FACILITIES INCLUDING TRANSFER STATIONS, RECYCLING CENTERS, AND LANDFILLS

PaintCare is a nonprofit organization created by paint companies to help consumers manage leftover paint responsibly. PaintCare sets up convenient drop-off locations for unwanted paint throughout each state with a paint stewardship law. Most PaintCare sites are paint and hardware stores, but solid waste facilities including transfer stations, recycling centers, landfills, and household hazardous waste (HHW) facilities also participate.

To become a drop-off site, fill out the interest form: [www.paintcare.org/drop-off-site-interest-form/](http://www.paintcare.org/drop-off-site-interest-form/).

## Benefits for PaintCare Drop-Off Sites

- Transportation and recycling costs of accepted products are paid by PaintCare
- Recycling leftover paint is more convenient for customers
- Help relieve local government of their cost of managing leftover paint
- Conserve resources, keep paint out of the solid waste stream, and prevent the improper disposal of paint
- Optional: offer paint in good condition for reuse and receive reimbursement: [www.paintcare.org/paintshare](http://www.paintcare.org/paintshare)

## Drop-Off Site Responsibilities

- Provide secure storage area for paint collection bins
- Accept all brands of leftover PaintCare products from the public during operating hours
- Place only PaintCare products in paint collection bins, taking care not to open containers
- Keep paint collection bins neat and properly packed
- Complete minimal paperwork related to tracking outgoing paint shipments
- Ensure all staff maintain training on PaintCare drop-off site guidelines and operating procedures

## PaintCare Provides

- Reusable paint collection bins
- Training materials and staff training at your site
- Program brochures, signage, and customer education materials
- Listing your drop-off site on PaintCare website and in ads and promotional materials (optional)

## Common Questions

### Will becoming a PaintCare drop-off site require operational changes?

No. Your facility may continue to restrict who can access the paint collection program at your site. If your facility only serves a specific geographic region (e.g., towns, cities, or counties), you will not be required to serve customers that live outside of that area. Similarly, if your facility is not permitted to accept business waste, you will not be required to do so. (PaintCare retail sites accept paint from households and businesses.)

### How can PaintCare benefit Solid Waste Facilities?

Solid waste facilities that generate leftover paint but are not PaintCare drop-off sites can use PaintCare's drop-off sites or free pickup service for 100+ gallons of paint.

### What products are covered?

PaintCare sites accept house paint as well as primers, stains, sealers, and clear coatings, such as shellac and varnish. All products must be in their original, labeled containers (no larger than five gallons) and must be covered with a secure lid. Certain products are not accepted. Review the list of accepted products at [www.paintcare.org/products](http://www.paintcare.org/products).

### Water-Based (Latex) Paint is a Resource

PaintCare aims to conserve resources by maximizing paint recycling. HHW programs that previously did not accept water-based paint now have a better solution than encouraging consumers to dry it out and place it in the trash.

# NEW YORK PAINT STEWARDSHIP

for Retailers



PaintCare is a nonprofit organization created by paint companies to help consumers manage leftover paint responsibly. PaintCare sets up convenient drop-off locations for unwanted paint throughout each state with a paint stewardship law. Funding for each program comes from a fee applied to the price of paint sold in the same state.

## Participation as a Drop-Off Site is Voluntary

Paint retailers are encouraged to participate as paint drop-off sites. Participating can increase foot traffic and provide an environmentally responsible service for retailers' customers by making it convenient for them to recycle leftover paint. Store staff will screen and accept paint from the public. All supplies, including collection bins, as well as transportation and recycling of the paint, and site training, will be provided by the PaintCare program. PaintCare also promotes sites to the local community.



To become a drop-off site, fill out the interest form [www.paintcare.org/drop-off-site-interest-form/](http://www.paintcare.org/drop-off-site-interest-form/) or scan the code.

## Requirements of Retailers



### 1. Check Registered Manufacturers and Brands

Paint manufacturers must register their company with PaintCare, and they must register all architectural paint brands they sell in the state. Retailers may not sell architectural paints in New York that are not registered. PaintCare publishes lists of registered manufacturers and brands so that retailers can check to see that the products they sell are registered. Please visit [www.paintcare.org/manufacturers](http://www.paintcare.org/manufacturers) for current registration lists.



### 2. Pass on the PaintCare Fee

State law requires that a stewardship fee (PaintCare fee) is applied by manufacturers to the wholesale price of all architectural paint sold in store and online in New York. This fee funds all aspects of running the program. The fee is remitted by manufacturers to PaintCare. Manufacturers then pass the fee to their dealers and retailers, who add it to the wholesale price of covered products. Retailers should see the PaintCare fee on invoices from suppliers. The law also requires that retailers and distributors include the fee in the price of architectural paint they sell in store and online. The fee paid by customers to retailers offsets the fee charged to the retailers. This ensures a level playing field for all parties.

Fee ranges vary by container size:



**\$0.00**

Half pint or smaller



**\$0.45**

Larger than half pint up to  
smaller than 1 gallon



**\$0.95**

1-2 gallons



**\$1.95**

Larger than 2 gallons  
up to 5 gallons

The PaintCare fee is not a tax; it does not go to the state. The PaintCare fee is not a deposit; customers don't get it back when dropping off paint.

## COMMON QUESTIONS

### How is the fee calculated?

The fee is set to cover the cost of a fully operating program. PaintCare estimated the annual program expenses and sales of architectural paint in New York and determined a fee structure that will provide the revenue needed to fund the program. PaintCare is a nonprofit organization and operates programs on a state-by-state basis, so the fee may increase or decrease in the future and is different from state to state.

### Is sales tax applied to the fee itself?

Yes. The fee is part of the purchase price; therefore, sales tax is collected on the fee. The fee itself is not a tax.

### Is the fee a deposit to be returned to customers?

**The fee is not a deposit.** The fee is used entirely to cover the expenses of running the program. The fee is not given back as a deposit for dropping off covered products or empty paint cans (empty cans are not accepted by the PaintCare program).

### Are we required to show the fee on receipts?

While it's not required, PaintCare encourages retailers to list the PaintCare fee on purchase receipts to aid in consumer education, and most stores do so. Most states have enacted price accuracy statutes that govern the nature of pricing information that must be disclosed to consumers. Retailers should be mindful that regulators in some states may view their state's laws as requiring retailers to incorporate the PaintCare fee in the product price displayed to consumers, regardless of whether a retailer chooses to break the PaintCare fee out separately on purchase receipts. For more information, visit [www.paintcare.org/pricinglaws](http://www.paintcare.org/pricinglaws).

### Do we refund the fee if a product is returned?

Yes, the fee should be refunded because it is part of the purchase price.

### How does the public know about the fee?

PaintCare provides printed materials for retailers to distribute to the public to help explain the purpose of the fee, how the program works, and how to find a paint drop-off site. Translated materials are available in Spanish and over two dozen other languages, provided upon request. Additional materials can be ordered as needed for no charge. In addition to retailers, PaintCare works with contractor associations to inform professional painting contractors and conducts general outreach campaigns that may include digital and online advertising, direct mail, newspaper, radio, and television.

### What products are covered?

PaintCare sites accept house paint as well as primers, stains, sealers, and clear coatings, such as shellac and varnish. All products must be in their original, labeled containers (no larger than five gallons) and must be covered with a secure lid. Certain products are not accepted. Review the list of accepted products at [www.paintcare.org/products](http://www.paintcare.org/products).

#### Contact

Andrew Radin  
New York Program Manager  
(315) 317-4346  
[aradin@paint.org](mailto:aradin@paint.org)



For more information, visit [www.paintcare.org](http://www.paintcare.org).

Become a

# RETAIL DROP-OFF SITE



PaintCare is a nonprofit organization created by paint companies to help consumers manage leftover paint responsibly. PaintCare sets up convenient drop-off locations for unwanted or leftover paint throughout each state with a paint stewardship law.

## Benefits for PaintCare Drop-Off Sites

- Make recycling of leftover paint more convenient for your customers
- Support the paint industry's effort to lead the way in being responsible for end-of-life management of its products
- Put leftover paint to a beneficial use and keep it out of landfills
- Promote your store's environmental responsibility
- Increase customer foot traffic and sales opportunities
- Help relieve local government of their cost of managing leftover paint
- Be advertised by PaintCare on their website and in consumer outreach efforts
- Help your state conserve resources, keep paint out of the waste stream, and prevent the improper disposal of paint in your community

## Drop-Off Sites receive free of charge

- Reusable paint collection bins
- Paint transportation and processing services
- Training materials and staff training at your site
- Program brochures, signage, and customer education materials
- Paint spill kits
- Listing of your store as a drop-off site on our website and in advertisements and promotional materials

## Drop-Off Site Responsibilities

- Provide secure storage area for paint collection bins
- Accept all brands of leftover PaintCare products from the public during regular business hours
- Place only PaintCare products in paint collection bins, taking care not to open containers
- Keep paint collection bins neat and properly packed
- Complete minimal paperwork related to tracking outgoing paint shipments
- Ensure all staff maintain training on PaintCare program guidelines and operating procedures
- Display "drop-off site" signs in store window and provide consumers education materials about the program



Most drop-off sites are paint and hardware stores; others are waste transfer stations, recycling centers, landfills, and household hazardous waste (HHW) facilities. There are more than 2,400 drop-off sites across all PaintCare programs.

Participation as a drop-off site is voluntary. However, all retailers in active PaintCare states should 1) be aware of the program, 2) know that the PaintCare fee is applied to the price of architectural paint products, and 3) know that drop-off sites are available throughout the state.

## Interested in Becoming a Drop-Off Site?

Fill out the interest form online at [www.paintcare.org/drop-off-site-interest-form](http://www.paintcare.org/drop-off-site-interest-form).



For more information, visit [www.paintcare.org](http://www.paintcare.org).

# Information for PAINTING CONTRACTORS



PaintCare is a nonprofit organization created by paint companies to help consumers manage leftover paint responsibly. We provide drop-off sites and pickups where households and businesses can clear out leftover paint free of charge for recycling, reuse, and other management.



## Convenient Drop-Off Sites

Contractors and their clients can bring paint to PaintCare's drop-off sites year-round. Most sites accept up to 5 gallons per visit; some take more. Find the nearest drop-off sites at [www.paintcare.org/drop-off-sites](http://www.paintcare.org/drop-off-sites).

## Fee and Funding

Paint stewardship laws require a fee to be added by manufacturers to the wholesale price of all paint covered products sold in the states where PaintCare operates. The fee funds PaintCare program operations including paint collection and recycling, consumer education, and program administration.

Fee ranges vary by container size and by state. To find the fee ranges applicable to the products you are purchasing, please visit [www.paintcare.org/fee](http://www.paintcare.org/fee).

The PaintCare fee is only added to the products collected by the program. Visit [www.paintcare.org/products](http://www.paintcare.org/products) for the complete list of accepted and unaccepted products.



**Small containers**  
(e.g., pints & quarts)  
\$0.30-\$0.65



**Mid-size containers**  
(1-2 gallons)  
\$0.65-\$1.45



**Larger sizes**  
(up to 5 gallons)  
\$1.50-\$2.75

## Recommendations for Contractors

When estimating jobs, contractors should take the PaintCare fee into account by checking with suppliers to make sure their quotes for paint products include the fee. PaintCare suggests that painting contractors pass on the fee to customers in order to recoup the cost. Tell customers that quotes include the fee which funds the recycling program they can use.



With the exception of businesses in Illinois, to use the PaintCare program for oil-based paint, a business must qualify as an exempt generator under federal and any analogous state hazardous waste generator rules. Please visit [www.paintcare.org/business-limits](http://www.paintcare.org/business-limits) for more information on exempt generator rules. If your business does not qualify as an exempt generator, it will not be able to use the program for oil-based paint, but it can still use the program for latex products. (Non-exempt generators may use the pickup service in New York. Contact PaintCare for details.)

For more information, visit [www.paintcare.org](http://www.paintcare.org).

# LARGE VOLUME PICKUP (LVP) SERVICE

Free Pickups for 100+ Gallons of Leftover Paint



In states where PaintCare operates, households, businesses, and others who have accumulated a large volume of paint may be eligible for PaintCare's free large volume pickup service (LVP) for 100 or more gallons, measured by container size, not liquid volume.

## How to Request an LVP



### Sort and count your paint

Tally the number of each container size and the type of products you have, sorted into two categories:

- Water-based paints and stains
- Oil-based paints and stains and any other program products (sealers and clear top-coat products, such as varnish and shellac)



### Fill out the request form

Fill out the LVP request form at [www.paintcare.org/pickup](http://www.paintcare.org/pickup). Call PaintCare at (855) PAINT09 if you need assistance using the web form.



### Schedule your pickup

PaintCare staff will either approve your site for a pickup or inform you of the best place to take your paint if you do not meet the requirements. If approved, we will connect you with our licensed transporter to schedule a pickup. It may be several weeks before your pickup occurs.



### Prepare for your pickup

Sort your products into the two categories as noted above and store them in an area that has easy access for the transporter. The path should be at least four feet wide to accommodate movement of the paint collection bins.

On the day of your pickup, the transporter is responsible for packing the paint into the bins. Once your paint is properly packed and loaded onto the transporter's truck, you will sign a shipping document and receive a copy for your records. Your paint will then be taken to an authorized facility for processing.

To view a full list of accepted products, please visit [www.paintcare.org/products](http://www.paintcare.org/products). For non-PaintCare products, households should reach out to their local Household Hazardous Waste facility and businesses should contact a licensed hazardous waste transportation company.



### Drums and Bulked Paint Are Not Accepted

PaintCare only accepts paint in containers that are 5 gallons or smaller in size. Leave paint in original cans with original labels; do not combine or bulk paint from small cans into larger ones.



With the exception of businesses in Illinois, to use the PaintCare program for oil-based paint, a business must qualify as an exempt generator under federal and any analogous state hazardous waste generator rules. Please visit [www.paintcare.org/business-limits](http://www.paintcare.org/business-limits) for more information on exempt generator rules. If your business does not qualify as an exempt generator, it will not be able to use the program for oil-based paint, but it can still use the program for latex products. (Non-exempt generators may use the pickup service in New York. Contact PaintCare for details.)

For more information, visit [www.paintcare.org](http://www.paintcare.org).

# Recycle Leftover Paint with PaintCare



## PAINTCARE PRODUCTS

PaintCare accepts house paint as well as primers, stains, sealers, and clear coatings, such as shellac and varnish.

All products must be in their original, labeled containers (no larger than five gallons) and must be covered with a secure lid. Certain products are not accepted.



[Scan here for a full list of accepted products or visit paintcare.org/products](http://paintcare.org/products)

## CONVENIENT DROP-OFF SITES

PaintCare drop-off sites accept up to 5 gallons per visit, some take more.

[Find your neighborhood drop-off site at paintcare.org/drop-off-sites](http://paintcare.org/drop-off-sites)

## LARGE VOLUME PICKUP

PaintCare offers a free large volume pickup service to households and businesses with 100+ gallons of paint to recycle.

[Request a pickup at paintcare.org/pickup](http://paintcare.org/pickup)

## THE PAINTCARE FEE

PaintCare is funded by a fee added to the price of paint sold in states with paint stewardship laws.

It is applied to the same products that are accepted at PaintCare drop-off sites, and there is no additional cost when dropping off paint. The PaintCare fee is not a tax or a deposit.



[Scan here to find the PaintCare fee in your state or visit paintcare.org/fee](http://paintcare.org/fee)



# Recycle Paint Here!

HOUSE PAINT | PRIMERS | STAINS | SEALERS | CLEAR COATINGS

Paint is accepted during business hours only.  
Staff will check all products before accepting.



Scan for a full list of accepted products  
or visit [paintcare.org/products](http://paintcare.org/products)

# JOINT OUTREACH PROJECTS

## for government agencies partnering with PaintCare



If you are a local government that has partnered with PaintCare, we offer limited funding support for outreach activities that promote the PaintCare program. We are most interested in partnering with you when setting up new PaintCare sites, where participation is low, or to promote one-day household hazardous waste events to boost the amount of paint collected. We support costs for radio, newspaper, social media, and direct mail, and will consider other media.

### Joint Outreach Application Process

Project budgets and all creative work must be reviewed and approved by PaintCare. Creative work includes text, images, and scripts. All projects must include PaintCare's website address and logo and mention that other PaintCare drop-off sites can be found at [www.paintcare.org](http://www.paintcare.org). Please complete our Proposal Form for Joint Outreach Projects on the Waste Facilities page at [www.paintcare.org/waste-facilities](http://www.paintcare.org/waste-facilities) or email [smeteer@paint.org](mailto:smeteer@paint.org) with questions. PaintCare can provide artwork and photos you can use for creating drafts.

### Your Responsibilities

At the start of each project, we request that you provide PaintCare with draft text, dimensions and/or specs, and due dates for the materials.

- **Brochures & Postcards:** You are responsible for sending artwork files to your printer, coordinating mailings, and distribution. After the project is completed, we request a description of how, when, and where the piece was distributed and an electronic copy of the final piece.
- **Newspaper:** You are responsible for scheduling and sending artwork files to the newspaper. After the project is completed, we request a list of run dates for each newspaper and a scan of each ad.
- **Radio:** You are responsible for providing the pre-approved scripts to the stations and handling scheduling. After the project is completed, we request you provide text of the final script with a list of run dates and times.
- **Digital Media & Other:** We are open to other types of projects such as digital advertising and social media campaigns, as well as other forms of outreach. Please coordinate details in advance and send PaintCare supporting documentation along with your invoice so we have a record of the projects and examples to show others.

### Design Assistance

PaintCare can assist with basic layout and graphic design for print and digital projects. When we provide this type of assistance, we will provide electronic files for you to send for printing or ad placement. Other than editing and commenting on scripts, we do not provide in-house assistance with audio or video production. Please allow plenty of time for project planning, approvals, and editing. Depending on the time of year, this may take 4–8 weeks.

### Reimbursement

PaintCare provides reimbursements for approved projects only. We do not provide money up front, pay vendors directly, or accept requests for reimbursements on projects that have already been completed. Generally, PaintCare will reimburse costs for approved projects proportional to the amount of the project dedicated to PaintCare information. Funding amounts may also differ depending on available resources and our other outreach taking place in your area.

To be reimbursed after the project is completed, send an invoice from your government agency, samples of final pieces, and copies of invoices from your vendors to [paintcare@bill.com](mailto:paintcare@bill.com) and copy Stacy Meteer at [smeteer@paint.org](mailto:smeteer@paint.org). The "To:" space on the invoice should be addressed to PaintCare, 901 New York Ave NW, Suite 300 West, Washington DC, 20001. In the space for purchase orders please write "6369 Communications: Other, Joint Projects – [INSERT YOUR STATE]."

## **Appendix D**

Drop-Off Site Guidelines and Forms



## New York State Guidelines

**Storage Time Limit:** 365 days

**Site/Program Permit:**

To collect the full array of PaintCare Products, all drop-off sites must complete the NYS Postconsumer Paint Collection Program Paint Collection Site Certification Form. Drop-Off sites should maintain an executed copy of this form in their training binder.

**Spill Reporting:** Any spill of PaintCare Products that enters or threatens to enter waters of the state (including streams and storm drains) and any spill of 10 gallons or more that is not cleaned up immediately must be reported to the DEC Spill Hotline at 1-800-457-4362. Notify PaintCare within 24 hours of making any such spill report.

**Basic Local Emergency Contacts**

Facility Emergency Coordinator  
(name/phone):


Alternate Emergency Coordinator (name/phone):


Fire Department Phone Number

911

Police Phone Number

911

Hospital Phone Number


\*\*These New York Specific Guidelines are not intended to replace or supersede the requirements that Drop-Off Sites must follow pursuant to their state-issued permits, registrations, or other applicable law. For example, HHW facilities and collection events should follow applicable laws and regulations, including those requirements for HHW events in 6 NYCRR 362-4.2 and those for HHW facilities in 6 NYCRR 362-4.4. Applicable laws and regulations take precedence if there is a conflict with these New York Specific Guidelines\*\*



# Drop Off Site Guidelines

This document contains detailed information on PaintCare's program guidelines and operations procedures. In combination with the state-specific guidelines, it is designed to be used by new staff for self-training and for site refresher training without PaintCare staff.

Note: The supplemental training slides included in the training binder summarize only the most important information from these Drop-Off Site Guidelines. The slides are used during training by PaintCare staff and can also be used to supplement refresher training.

Adherence to these guidelines is critical for drop-off sites participating in the program. Exceptions to these guidelines can be made only with PaintCare's express written permission. If your site is unable to comply with any of these guidelines, please contact your PaintCare representative so that we may try to find a solution that works for your site but still achieves compliance with applicable legal and operational requirements for the program.

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# Section 1. Training and Safety

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## Training

For the safety of the program and your staff, all employees handling PaintCare products must receive training in product identification, acceptance, handling, packaging, inspection, and emergency response procedures before collecting PaintCare products or engaging in any PaintCare program activities.

Training helps ensure that employees:

- Conduct PaintCare products collection activities in a safe manner that protects workers and the environment
- Are equipped for and understand hazards associated with PaintCare products

Training plans and records should be maintained for each employee. Record staff training using the log included in the training binder.

## Safety

Store personal protective equipment (PPE) and spill response equipment in an accessible location adjacent to the collection bins. Ensure those materials are protected from impacts of weather.

The drop-off site must be equipped with appropriate emergency response equipment including a fire extinguisher, spill kit, and PPE. Monthly inspections of equipment are recommended.

PaintCare products collection activities need to follow general safety practices including proper lifting techniques.

Post emergency procedures and emergency contact numbers including police, fire department, and emergency services by a phone and in close proximity to the collection bins, if possible.

If applicable, develop and maintain an emergency action plan as required by OSHA.

If required by federal, state, or local law, familiarize police, fire departments, and emergency response teams with the layout of your facility, properties of PaintCare products handled at your facility, and evacuation routes.

## Section 2. General Guidelines

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### **PaintCare Provides Your Site:**

- Training binder with recordkeeping logs/forms
- Signage identifying your site as a PaintCare drop-off site
- Printed educational materials for the public

### **PaintCare's Transporter Provides Your Site:**

- Paint collection bins and liners for cardboard/single-use collection bins
- Labels and/or markings for paint collection bins
- Spill kits (excluding HHW programs)

### **General Guidelines for Drop-Off Sites**

Each PaintCare drop-off site has unique logistical and operational considerations. Each drop-off site must make its own decisions and use its best judgment to operate in the safest manner possible in accordance with applicable law. To ensure the highest standards of safety for you and your staff, drop-off sites must:

- Have appropriate signage that informs the public of the hours of operation
- Accept PaintCare products from participants during your regular advertised or posted operating hours
- Display PaintCare signage to identify you as a drop-off site; signage should be posted in a highly visible area, at the entrance of your site
- Assist and supervise participants when they visit to drop off PaintCare products. Site staff should greet participants and must verify eligibility of the participant and their leftover paint products as PaintCare products
- **IMPORTANT:** Never allow a participant to open a PaintCare product container
- Have adequate space, staffing, and training to collect and store PaintCare products
- Provide a secure space for empty and full collection bins
- Place all PaintCare products immediately in collection bins approved for use by PaintCare and its transporters
- Pack only PaintCare products into collection bins
- Schedule shipments of PaintCare products from your drop-off site
- Maintain all records relating to the program
- Train staff to be familiar with the requirements and practices of this guide

## Section 3. Collection Bins and Storage Area

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### Storage Area and Collection Bin Placement

Establish a dedicated storage area for collection bins and PaintCare products.

Place collection bins on an impermeable surface (i.e., paved asphalt, concrete, or other surface) at all times.

Place collection bins away from ignition sources, storm drains, and floor drains.

Ensure there is adequate ventilation if bins are stored indoors.

If stored outdoors, protect collection bins from the elements (e.g., precipitation, temperature extremes, rain, and snow). Keep collection bins under cover to prevent exposure to precipitation to protect against temperature extremes. If you store collection bins outdoors, you may need approval from your local fire or hazardous materials oversight agency.

Comply with any local fire codes or other regulations that might pertain to your storage of collection bins at your site.

Maintain enough space around collection bins to inspect for leakage and emergency access.

Use good housekeeping standards; keep paint storage areas clean and orderly.

### Setting Up, Packing and Maintaining Collection Bins

Collection bins must be set up, used, and closed according to the manufacturer's instructions. PaintCare's transporters should set up the collection bins that they provide, unless otherwise requested by the drop-off site staff.

Ensure liners are inserted in cardboard collection bins. The liners provide secondary containment to contain liquids in the event a can leaks while in storage or transit. Reusable plastic bins that are leak-proof by design do not need liners.

Collection bins must be structurally sound. If you see any evidence of damage to bins (or liners) that may cause a leak or spill, notify PaintCare immediately.

Mark the collection bin with the date the first PaintCare product is placed in it.

Place PaintCare products in bins immediately upon receipt. Keep collection bins closed except when adding PaintCare products.

Pack 5-gallon buckets on the bottom layer of the collection bins for stability.

Pack all PaintCare products (cans, buckets) upright and as tight as possible in the collection bins to protect contents from shifting and leaking in transit.

Do not open containers to verify product.

Do not overfill collection bins; allow enough space for a lid to fit securely.

Do not take PaintCare product out of the bin.

### **Security**

Never allow "self-serve," public access to the collection bins.

The collection bin storage area must be secured and locked when not attended.

Only drop-off site staff should have access to the collection bins and storage area until the collection bins are ready for pick-up by PaintCare's transporter.

# Section 4. Identifying and Accepting PaintCare Products

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## What are PaintCare Products

PaintCare drop-off sites should accept only PaintCare products (architectural paint products) for management under the PaintCare program. Only those PaintCare products accepted from individuals residing in the state and businesses/organizations located in the state can be managed under the PaintCare program.

Listed below are the primary examples of architectural paint products accepted by the PaintCare program and paint or paint-related products not accepted by the PaintCare program.

Generally, PaintCare products include latex and oil-based house paint, stains, and clear coatings (varnish, shellac, etc.). The program excludes anything that is:

- In an aerosol spray can
- Intended and labeled “for industrial use only”
- Mostly used in the manufacture of equipment
- On the list of specifically excluded products for some other reason

PaintCare products are 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 processed. Knowing how to tell the difference between latex- and oil-based products is also important in determining which types of businesses/organizations can use the PaintCare program (if your site accepts paint from this audience).

## PaintCare Products and Non-PaintCare Products

### Acceptable products (PaintCare products)

- Interior and exterior paints: latex, acrylic, water-based, alkyd, oil-based, enamel (including textured coatings)
- Deck coatings and floor paints (including elastomeric)
- Primers, sealers, undercoaters
- Stains
- Shellacs, lacquers, varnishes, urethanes (single component)
- Waterproofing concrete/masonry/wood sealers and repellents (not tar or bitumen-based)
- Metal coatings, rust preventatives
- Field and lawn paints

## Unacceptable products (Non-PaintCare products)

- Paint thinner, mineral spirits, solvents
- Aerosol coatings
- Auto and marine paints
- Art and craft paints
- Caulking compounds, epoxies, glues, adhesives
- Paint additives, colorants, tints, resins
- Wood preservatives (containing pesticides)
- Roof patch and repair
- Asphalt, tar, and bitumen-based products
- 2-component coatings
- Deck cleaners
- Traffic and road marking paints
- Industrial Maintenance (IM) coatings
- Original Equipment Manufacturer (OEM) (shop application) paints and finishes

For more information, please see [www.paintcare.org/products](http://www.paintcare.org/products)

If non-PaintCare products end up in a drop-off site's bin, such products will not be returned to the drop-off site and will be managed by PaintCare's transporter. Transporters identify non-PaintCare products and report all instances to PaintCare. PaintCare staff will notify the site of any contamination in the bins. If the problem persists, additional training may be provided.

## Acceptable Containers vs. Unacceptable Containers

Before accepting products from participants for management under the PaintCare program, drop-off site staff must (1) check the condition of the container for acceptance in the program, and (2) check the product label to verify that it contains a PaintCare product.

### **Acceptable**

- The PaintCare product must be in its original container
- The container is labeled as containing one of the designated PaintCare products listed above
- The container must be in good condition and not leaking
- The container must be 5 gallons in size or smaller
- The container contains dry latex paint

### **Not Acceptable**

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

However, drop-off sites permitted to accept household hazardous waste may accept unlabeled and leaking containers by following the procedures described below.

### **Unlabeled and Leaking Containers**

A drop-off site permitted to accept household hazardous waste may, at its discretion, choose to accept unlabeled and/or leaking containers if it follows the protocols below and otherwise complies with all applicable laws:

#### **Unlabeled Containers**

A drop-off site may accept containers that do not have an original label if a staff person appropriately trained in identifying unknown wastes (1) identifies the material in the container as a PaintCare product, and (2) applies a label identifying the contents to the container before placing it in a collection bin.

#### **Leaking Containers**

A drop-off site may accept a leaking container or a container with no lid if an appropriately trained drop-off site staff person (1) verifies that the container contains a PaintCare product, (2) places the contents of the leaking/open container into an appropriate substitute container (which can include bulking such PaintCare products into 55-gallon drums), and (3) applies an appropriate label to the substitute container.

## **Refusing an Unacceptable Product or Container**

Do not accept non-PaintCare products from any participant unless they are received as part of normal site operations and are not placed in PaintCare collection bins.

When refusing a material at a drop-off site, drop-off site staff must explain why the material cannot be accepted (e.g., material is not a PaintCare product, cannot accept material from non-exempt generator, etc.). If a participant tries to drop off products that your location cannot manage, refer the participant to an appropriate alternative resource, such as their local household hazardous waste disposal program, garbage transporter, environmental health agency, or public works department. Local contact information is provided at the front of the training binder.

## **Paint Volume Acceptance Rules**

The program accepts PaintCare products from households and businesses/organizations.

**Households.** Households may drop off any volume of PaintCare product, subject to the volume limit set by the site.

**Businesses/Organizations.** Non-households may also drop off any volume of latex PaintCare product, subject to the volume limit set by the site. Non-households may only drop off oil-based PaintCare products if they comply with federal and state hazardous waste generator rules. Please refer to the PaintCare Business Limits webpage located at: <https://www.paintcare.org/business-limits/> for specific information on exempt generator rule requirements. Painting contractors and commercial property owners typically meet these criteria.

Each business or organization is responsible for determining its own generator status under applicable law.

When a business/organization has oil-based PaintCare products to drop off at your site, it must sign the Paint Drop-Off Log or form included in the training binder to verify that it qualifies to use the program for oil-based paint. If a business/organization has only latex paint, it does not need to sign the log/form.

Once a business/organization signs the Paint Drop-Off Log or form, you may accept oil-based paint from that business/organization. (HHW sites and other waste collection programs may need a permit and/or to meet additional legal requirements in order to collect oil-based paint from businesses.) To help ensure legal compliance, unless you're specifically permitted to accept more, you should not accept more than 25 gallons of oil-based paint per calendar month from a qualifying business. Paint Drop-Off Log or forms may be reviewed by PaintCare or government agencies and compared with a list of registered hazardous waste generators to verify that only qualified businesses/organizations are using the program for their oil-based paint.

## **Transporter/Recycler Drop-Off Sites**

### **Maintaining Paint Drop-Off Logs for All Participants**

Drop-off sites operated by a PaintCare-contracted transporter and/or recycler must keep and maintain separate drop-off logs to record both latex and oil-based paint volumes from both businesses/organizations and households. While PaintCare offers template logs, an alternative may be used if approved by PaintCare.

# Section 5. Participant Paint Volume

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## How Much Paint to Accept from Participants

While the PaintCare program intends to collect as many PaintCare products as possible, we recognize that your drop-off site may have storage limitations. PaintCare drop-off sites, in agreement with PaintCare, may limit the amount of PaintCare products they accept per participant, however, drop-off sites must accept up to 5 gallons at a minimum per participant.

## What if Bins are Full?

If your collection bins are completely full, inform the participant that you are temporarily unable to accept PaintCare products and redirect them to the nearest alternative PaintCare drop-off site. Refer them to the site locator at [www.paintcare.org](http://www.paintcare.org) or the **PaintCare hotline at 855-724-6809**, or ask them to come back at a later date. Contact the PaintCare transporter immediately to have collection bins picked up and replaced.

If a participant has a significant amount of PaintCare products that your location cannot manage, ask the participant to contact PaintCare directly for additional assistance. PaintCare may direct the participant to another drop-off site or offer our Large Volume Pickup service.

## Large Volume Pickup (LVP) Service

PaintCare offers a free pick-up service to painting contractors, property managers, households, and others with a large quantity of leftover PaintCare products. Typically, a minimum of 100 gallons (by container size) is required to qualify for the LVP service.

To refer a participant to the LVP service:

- Provide the participant a LVP fact sheet
- Ask the participant to request a pick-up using the online LVP form
- The LVP fact sheet and online form are available at [www.paintcare.org](http://www.paintcare.org) (select the "Request a Pickup" button on the homepage)
- For additional questions, refer the participant to PaintCare for assistance

# Section 6. Working with Transporters

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PaintCare contracts with transporters for the delivery of supplies, delivery of empty collection bins, and pick-up of full collection bins.

## **Scheduling the Transporter to Pick Up Collection Bins**

When you anticipate your collection bins will be full within your site's pick-up timeframe (generally 5 business days in urban areas, 10 business days in rural areas), call your transporter to schedule a pickup, or use their online order system if they have one. The name and contact information of your transporter is provided at the front of the training binder.

When establishing an appointment for pick-up, please indicate:

- Your site is a PaintCare drop-off site
- Name of drop-off site and address
- Your name
- Your phone number
- Number of full collection bins to be picked up
- Number of empty collection bins needed for replacement

## **Preparing Collection Bins for Pickup**

On the scheduled pickup day, collection bins and the loading area must be readily accessible to the transporter for quick and efficient loading. Complete the following steps:

- Identify which bins are full and ready for pickup
- Make sure the path between your bins and the transporter's vehicle is clear and at least 4 feet wide to accommodate movement of bins
- Sign and keep copies of any shipping documents for your records

The transporter is responsible for labeling, loading/off-loading collection bins, and preparing shipping documents.

# Section 7. Spill Response

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## Spills

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

## Reporting

Report spills as required by law, summarized in the state-specific guidelines. Contact PaintCare within 24 hours of making such a report.

## Spill Response Procedures

Always follow all applicable spill response procedures set forth in your operating permit or as otherwise required by applicable law.

If a spill is small enough to be managed by drop-off site staff, follow these steps:

- Isolate the area and restrict access to the spill
- Ensure personal safety, put on 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, and place leaking container in plastic bags provided in spill kit, or into the spill kit container
- 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 and place it in plastic bag(s) or spill kit container, along with the leaking container and contaminated PPE, seal the bag(s), label it and place in the collection bin
- Remove any clothing that may be contaminated, wash thoroughly to remove spilled material from your hands or body
- Document the date, location, and amount and type of material spilled
- Replace any used spill control supplies as soon as possible

# Section 8. Inspections and Records

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## Inspections and Record Keeping

Drop-off site staff are responsible for regularly inspecting collection bins and spill kits to ensure that such materials are in proper working order and include any necessary labeling. Please report any damaged bins or other problems to PaintCare immediately so PaintCare may arrange for prompt replacement or repair.

Maintain the following records for a minimum of 3 years:

- Internal and external inspection records (if applicable)
- Paint Drop-Off Log or forms (copy provided in the training binder)
- Paint Waivers (copy provided in the training binder; only for sites that do reuse)
- Employee training logs (copy provided in the training binder)
- Shipping documents and/or other documentation required by applicable law for outgoing shipments of PaintCare products

## Section 9. Direct Reuse

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Direct reuse is an additional service permitted for certain site types, e.g., HHW programs, material reuse stores, and solid waste management facilities. PaintCare may compensate sites for this service. Please see the terms of your PaintCare agreement or contact PaintCare if you need assistance determining if direct reuse is an authorized additional service at your site.

### Requirements for Direct Reuse

PaintCare encourages reuse of leftover paint through direct reuse. Reuse sites return good quality unused paint to the local community at low or no cost.

Products offered for reuse to the public must be in their original container, have an original label, and be in good physical and aesthetic condition. Contents must be liquid and relatively new. The container must be closed securely before placing it in the reuse storage area. Containers must never be opened by customers at the drop-off site. Reuse products must be displayed by drop-off site in an area separate from the PaintCare collection bins.

An individual customer may not take more than twenty-five (25) gallons of reuse product per day. If you have a customer that would like to take more paint, let your PaintCare contact know in advance.

### Paint Waiver

Customers taking reuse paint from a drop-off site must sign the Paint Waiver included in the training binder (or an approved equivalent thereof). The waiver explains that the material is taken "as-is" with no guarantee of quality or contents and the customer accepts the risks and liability for the materials.

The customer must read the waiver, fill in the date and name fields, and sign their name. Site staff must verify what has been taken by the customer, record on the log the gallons of latex and gallons of oil-based products taken, and add their initials.

When a paint waiver is full or when a site wants to invoice PaintCare, the latex and oil-based columns should be totaled at the bottom of the form. PaintCare does not require the submission of the waiver to PaintCare, but they must be kept by the site for at least three years and made available for review by PaintCare staff upon request.

Drop-off sites may use their own version of the waiver, but it must be approved by PaintCare in advance.

### Invoicing Procedures

Drop-off sites should invoice for reuse on a monthly basis by filling out and submitting the Invoice for Direct Reuse at [paintcare.org/invoices](http://paintcare.org/invoices). This is an online form and is submitted directly on PaintCare's website. If you're unable to submit an online form, contact your PaintCare contact.

## Training Log for Drop-Off Site Staff



Training for drop-off site personnel is based on the PaintCare drop-off site guidelines and other materials provided to drop-off sites as part of their training requirement. Training includes information on the following:

- Training and safety
- General guidelines
- Collection bins and storage area
- Identifying and accepting PaintCare products
- Participant paint volume
- Working with transporters
- Spill response
- Inspections and records

DATE

TRAINEE NAME AND SIGNATURE

TRAINER INITIALS


## PAINT DROP-OFF LOG (for businesses and organizations)

**Eligibility:** A business or organization may use PaintCare drop-off sites and events to manage program-eligible hazardous waste products (e.g., unwanted oil-based paint, varnishes, stains) only if it provides the information below and certifies that all hazardous waste it provides to the PaintCare program qualifies as exempt under federal (40 CFR § 262.14) and analogous state/local hazardous waste generator rules for very small quantity generators. Please refer to the PaintCare Business Limits webpage located at: <https://www.paintcare.org/business-limits/> for specific information on exempt generator rule requirements.

Because generator status can vary from month to month, your organization must sign and date this log sheet each time that it seeks to manage hazardous waste through the PaintCare program.

**Certification Statement:** By signing this document, I certify that all hazardous waste being provided to the PaintCare program qualifies as exempt waste under applicable federal and state/local laws. My organization releases and holds harmless the entity accepting this waste, as well as PaintCare Inc., its sole member and related companies, and their agents, employees, member companies, officers, directors, successors, and assigns from any liability, claim, injury, losses, or damages arising from my organization's provision of any materials to the PaintCare program.

[This log sheet may be provided to state agencies upon their request. PaintCare may contact you to verify information provided on the form and/or to solicit feedback on your experience using the PaintCare program.]

Date	Oil-Based Paint Gallons	Name of Business/Organization	Address of Business/Organization	Name of Person Dropping Off Paint	Signature	Phone Number

NY0625

## **Appendix E**

Independent Audit of the PaintCare Fee

**PAINTCARE NEW YORK LLC**

**SUMMARY SCHEDULE OF ACTUAL AND  
FORECASTED REVENUES, EXPENSES (COSTS), AND  
FINANCIAL RESERVE FUND**

**AND**

**CALCULATED AVERAGE UNITIZED PAINT STEWARDSHIP FEE  
FOR PAINTCARE NEW YORK LLC, THE NEW YORK STATE DEPARTMENT OF  
ENVIRONMENTAL CONSERVATION, PAINTCARE INC., AND PAINTCARE INC.'S  
BOARD OF DIRECTORS**

For the Actual and Projected Period from January 1, 2020 through December 31, 2025  
and Forecasted Period covering January 1, 2026 through December 31, 2030

## PAINTCARE NEW YORK LLC

SUMMARY SCHEDULE OF ACTUAL AND FORECASTED REVENUES, EXPENSES (COSTS) AND FINANCIAL RESERVE FUND AND CALCULATED AVERAGE UNITIZED PAINT STEWARDSHIP FEE FOR PAINTCARE NEW YORK LLC, THE NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION, PAINTCARE INC., AND PAINTCARE INC.'S BOARD OF DIRECTORS

For the Actual and Projected Period from January 1, 2020 through December 31, 2025 and Forecasted Period covering January 1, 2026 through December 31, 2030

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**(A)** For the Forecasted Period (only) covering January 1, 2026 through December 31, 2030

**(B)** For the Actual and Projected Period from January 1, 2020 through December 31, 2025 and Forecasted Period covering January 1, 2026 through December 31, 2030



**INDEPENDENT ACCOUNTANT'S STEWARDSHIP FEE EXAMINATION REPORT**

Nichole Dorr, VP State Programs,  
PaintCare New York LLC,  
PaintCare Inc., and  
PaintCare Inc.'s Board of Directors

Pursuant to PaintCare New York LLC's (PCNY) engagement letter dated on November 7, 2025, we have examined the accompanying summary of forecasted revenues, expenses (costs), and financial reserve fund prepared by the management of PCNY with regard to operating a paint recycling program required by the New York Consolidated Laws (NYCL) Environmental Conservation, Article 27, Title 20, Sections 27-2001 – 27-2007, and the calculated average unitized paint stewardship fee by container size that PCNY has proposed to fund the program for the multi-year operational period covering January 1, 2026 through December 31, 2030 (collectively the forecasted period), and including actual and projected operating revenue and expenses (costs) that PCNY has incurred from January 1, 2020 through December 31, 2025, including the related summary of significant assumptions and accounting policies of PCNY, based on the guidelines for the presentation of a forecast established by the American Institute of Certified Public Accountants (AICPA). PCNY's management is responsible for preparing and presenting the forecast in accordance with guidelines for the presentation of a forecast established by the AICPA and the forecast was prepared for the purpose of complying with NYCL 27-2001 – 27-2007. Our responsibility under NYCL 27-2001 – 27-2007 is to express an opinion that the assessment fee by container size does not exceed the costs of the paint stewardship program and to recommend an amount for such paint stewardship assessment to the department based on our examination.

Our examination was conducted in accordance with attestation standards established by the AICPA. Those standards require that we plan and perform the examination to obtain reasonable assurance about whether the forecast is presented in accordance with the guidelines for the presentation of a forecast established by the AICPA, in all material respects. An examination involves performing procedures to obtain evidence about the forecast. The nature, timing, and extent of the procedures selected depend on our judgment, including an assessment of the risks of material misstatement of the forecast, whether due to fraud or error. We believe that the evidence we obtained is sufficient and appropriate to provide a reasonable basis for our opinion.

Also, we are required to be independent and to meet our other ethical responsibilities in accordance with relevant ethical requirements related to the engagement.

**INDEPENDENT ACCOUNTANT'S STEWARDSHIP FEE EXAMINATION REPORT**  
**(continued)**

In our opinion, the accompanying forecast is presented, in accordance with the guidelines for presentation of a forecast established by the AICPA, and the underlying assumptions are suitably supported and provide a reasonable basis for PCNY's forecast, in all material respects. Also, in our opinion the PCNY's uniform paint stewardship assessment fee of \$0.45 , \$0.95, and \$1.95 by each container size (larger than half pint up to smaller than one gallon, one gallon to two gallons, and larger than two gallons up to five gallons, respectively) charged on all paint containers sold at retail to New York state consumers from January 1, 2026 through December 31, 2030 is reasonable, within the meaning of NYCL 27-2001 – 27-2007, to cover the expenses (costs) of operating the architectural paint stewardship program and maintain financial reserves sufficient to operate said program over the multi-year period from January 1, 2026 through December 31, 2030.

**Emphasis of Matter:**

The forecasted reserve balance as of December 31, 2030 is forecasted to be above management's internal reserve policy. See **NOTE G** to the examination report for further discussion.

There will usually be differences between forecasted and actual results because events and circumstances frequently do not occur as expected and those differences may be material. We have no responsibility to update this report for events and circumstances occurring after the date of this report.

The accompanying documents contain confidential proprietary business information of PCNY and other parties that should not be publicly disclosed. Also, the accompanying forecast statements and our report are intended solely for the information and use of PCNY, the New York State Department of Environmental Conservation, PaintCare Inc., and PaintCare Inc.'s Board of Directors, and are not intended to be used and should not be used by anyone other than these specified parties.



December 28, 2025

**PAINTCARE NEW YORK LLC**

SUMMARY SCHEDULE OF FORECASTED REVENUES, EXPENSES  
(COSTS), AND FINANCIAL RESERVE FUND  
FOR PAINTCARE NEW YORK LLC, THE NEW YORK STATE  
DEPARTMENT OF ENVIRONMENTAL CONSERVATION,  
PAINTCARE INC., AND PAINTCARE INC.'S BOARD OF DIRECTORS  
For the Forecasted Period covering January 1, 2026 through December 31, 2030

**FORECASTED REVENUES**

Paint stewardship (recycling) fee - NOTE B	\$ <u>85,123,594</u>	(1)
	<b>TOTAL REVENUES</b>	85,123,594

**FORECASTED EXPENSES**

Collection, transportation, and processing - NOTE C	\$ 43,759,056	
Communications - NOTE D	19,500,000	
Corporate overhead allocation - NOTE E	10,677,011	
Salaries and benefits, travel, administrative, and professional - NOTE F	<u>5,256,917</u>	
	<b>TOTAL EXPENSES</b>	<u>79,192,984</u>

**INCREASE IN FORECASTED RESERVE BALANCE  
BEFORE FORECASTED INTEREST INCOME**

Interest income - NOTE H	<u>575,000</u>	
	<b>INCREASE IN FORECASTED RESERVE BALANCE FOR THE PERIOD COVERING JANUARY 1, 2026 THROUGH DECEMBER 31, 2030</b>	6,505,610
<b>BEGINNING RESERVE BALANCE AT DECEMBER 31, 2025</b>	<u>20,947,729</u>	
<b>FORECASTED RESERVE BALANCE AT DECEMBER 31, 2030 - NOTE G</b>	<u>\$ 27,453,339</u>	

(1) For the forecasted period from January 1, 2026 through December 31, 2030, retailers will collect a \$0.45 fee for each paint container unit sold larger than a half pint up to smaller than one gallon, \$0.95 fee for each one to two gallons paint container unit sold, and \$1.95 fee for each paint container larger than two gallons up to five gallons sold in New York.

(2) Includes the forecasted period expenses covering January 1, 2026 through December 31, 2030.

(3) Beginning reserve balance includes the cumulative reserve for the program from its inception through December 31, 2025, and includes pre-operational costs incurred prior to the program's implementation.

**CONTAINS CONFIDENTIAL PROPRIETARY BUSINESS DATA, WHICH IS RESTRICTED FOR USE  
BY PCNY, THE NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION,  
PAINTCARE INC., AND PAINTCARE INC.'S BOARD OF DIRECTORS**

See Notes to Forecasted Financial Information and Accountant's Report

**PAINTCARE NEW YORK LLC**

SUMMARY AND DETAIL SCHEDULE OF ACTUAL AND FORECASTED REVENUES,  
 EXPENSES (COSTS), AND FINANCIAL RESERVE FUND  
 FOR PAINTCARE NEW YORK LLC, THE NEW YORK STATE  
 DEPARTMENT OF ENVIRONMENTAL CONSERVATION,  
 PAINTCARE INC., AND PAINTCARE INC.'S BOARD OF DIRECTORS  
 For the Actual and Projected Period from January 1, 2020 through December 31, 2025 and  
 Forecasted Period covering January 1, 2026 through December 31, 2030

See Page 3 of Report

	Actual and Projected Period from January 1, 2020 through December 31, 2025	+ Forecasted Period covering January 1, 2026 through December 31, 2030	= Total
<b>FORECASTED REVENUES</b>			
Paint stewardship (recycling) fee			
Larger than half pint up to smaller than a gallon	\$ 6,777,544	\$ 8,668,667	\$ 15,446,211
One to two gallons	39,676,656	51,939,312	91,615,968
Larger than two gallons up to five gallons	<u>17,777,975</u>	<u>24,515,615</u>	<u>42,293,590</u>
<b>TOTAL REVENUES</b>	<b>64,232,175</b>	<b>85,123,594</b>	<b>149,355,769</b> (1)
<b>FORECASTED EXPENSES</b>			
Collection, transportation, and processing	23,499,149	43,759,056	67,258,205
Communications	8,798,580	19,500,000	28,298,580
Corporate overhead allocation	7,200,361	10,677,011	17,877,372
Loan interest expense	439,152	0	439,152
Salaries and benefits, travel, administrative, and professional	<u>3,427,764</u>	<u>5,256,917</u>	<u>8,684,681</u>
<b>TOTAL EXPENSES</b>	<b>43,365,006</b>	<b>79,192,984</b>	<b>122,557,990</b> (2)
Other Income:			
Interest income	<u>80,560</u>	<u>575,000</u>	<u>655,560</u>
<b>CHANGE IN FORECASTED RESERVE BALANCE</b>	<b>\$ 20,947,729</b>	<b>\$ 6,505,610</b>	<b>\$ 27,453,339</b>
<b>BEGINNING RESERVE BALANCE AT JANUARY 1, 2020 AND DECEMBER 31, 2025, RESPECTIVELY</b>	<b>0</b>	<b>20,947,729</b> (3)	<b>0</b>
<b>FORECASTED RESERVE BALANCE AT DECEMBER 31, 2025 AND DECEMBER 31, 2030, RESPECTIVELY</b>	<b>\$ 20,947,729</b>	<b>\$ 27,453,339</b>	<b>\$ 27,453,339</b>

(1) For the actual and projected period from January 1, 2020 through December 31, 2025 and the forecasted period from January 1, 2026 through December 31, 2030, retailers will collect a \$0.45 fee for each paint container unit sold larger than a half pint up to smaller than one gallon, \$0.95 fee for each one to two gallons paint container unit sold, and \$1.95 fee for each paint container larger than two gallons up to five gallons sold in New York.

(2) Includes actual and projected period from January 1, 2020 through December 31, 2025 and forecasted period covering January 1, 2026 through December 31, 2030.

(3) Beginning reserve balance includes the cumulative reserve for the program (start-up expenses) from its inception (January 1, 2020), and includes pre-operational costs incurred prior to the program's implementation (May 1, 2022).

**CONTAINS CONFIDENTIAL PROPRIETARY BUSINESS DATA, WHICH IS RESTRICTED FOR USE BY PCNY, THE NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION, PAINTCARE INC., AND PAINTCARE INC.'S BOARD OF DIRECTORS**

See Notes to Forecasted Financial Information and Accountant's Report

**PAINTCARE NEW YORK LLC**

CALCULATED AVERAGE UNITIZED PAINT STEWARDSHIP FEE  
 FOR PAINTCARE NEW YORK LLC, THE NEW YORK STATE  
 DEPARTMENT OF ENVIRONMENTAL CONSERVATION,  
 PAINTCARE INC., AND PAINTCARE INC.'S BOARD OF DIRECTORS  
 For the Actual and Projected Period from January 1, 2020 through December 31, 2025 and  
 Forecasted Period covering January 1, 2026 through December 31, 2030

**FORECASTED CALCULATED AVERAGE UNITIZED PAINT STEWARDSHIP FEE**

	(1) Unit Fee 1/1/2020 - 12/31/2030	Actual and Forecasted Units Sold 1/1/2020 - 12/31/2030 (2)	Actual and Projected Period from January 1, 2020 through December 31, 2025 (3)	Forecasted Period covering January 1, 2026 through December 31, 2030 (4)	= Total Combined Actual and Forecasted Revenue
<b>REVENUE</b>					
Larger than half pint up to smaller than a gallon	\$ 0.45	34,324,914	\$ 6,777,544	\$ 8,668,667	\$ 15,446,211
One to two gallons	0.95	96,437,861	39,676,656	51,939,312	91,615,968
Larger than two gallons up to five gallons	1.95	21,689,020	17,777,975	24,515,615	42,293,590
<b>TOTAL REVENUES</b>			64,232,175	85,123,594	149,355,769
<b>LESS: EXPENSES</b>			(43,365,006)	(79,192,984)	(122,557,990)
<b>CHANGE IN FORECASTED RESERVE BALANCE BEFORE NET INVESTMENT ACTIVITY</b>					
Interest income			20,867,169	5,930,610	26,797,779
<b>CHANGE IN FORECASTED RESERVE BALANCE</b>			\$ 80,560	\$ 575,000	\$ 655,560
<b>BEGINNING RESERVE BALANCE AT JANUARY 1, 2020</b>					0 (5)
<b>FORECASTED RESERVE BALANCE AT DECEMBER 31, 2030</b>			<u>\$ 20,947,729</u>	<u>\$ 6,505,610</u>	<u>\$ 27,453,339</u>
					<u>\$ 27,453,339</u>

(1) For the actual and projected period from January 1, 2020 through December 31, 2025 and the forecasted period covering January 1, 2026 through December 31, 2030, retailers will collect a \$0.45 fee for each paint container unit sold larger than a half pint up to smaller than one gallon, \$0.95 fee for each one to two gallons paint container unit sold, and \$1.95 fee for each paint container larger than two gallons up to five gallons sold in New York.

(2) Actual and projected unit sales for the period January 1, 2020 through December 31, 2025 and forecasted unit sales for the period covering January 1, 2026 through December 31, 2030.

(3) Includes actual and projected operating revenues and expense for the period covering January 1, 2020 through December 31, 2025, subject to the fees collected at retail (\$0.45 fee for each paint container unit sold larger than a half pint up to smaller than one gallon, \$0.95 fee for each one to two gallons paint container unit sold, and \$1.95 fee for each paint container larger than two gallons up to five gallons).

(4) Includes forecasted operating revenues and expense for the period covering January 1, 2026 through December 31, 2030, subject to the fees collected at retail (\$0.45 fee for each paint container unit sold larger than a half pint up to smaller than one gallon, \$0.95 fee for each one to two gallons paint container unit sold, and \$1.95 fee for each paint container larger than two gallons up to five gallons).

(5) Beginning reserve balance was zero as of the date of inception of the New York state program.

**CONTAINS CONFIDENTIAL PROPRIETARY BUSINESS DATA, WHICH IS RESTRICTED FOR USE BY PCNY, THE NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION, PAINTCARE INC., AND PAINTCARE INC.'S BOARD OF DIRECTORS**

## **PAINTCARE NEW YORK LLC**

### **NOTES TO FORECASTED FINANCIAL INFORMATION**

For the Actual and Projected Period from January 1, 2020 through December 31, 2025  
and Forecasted Period covering January 1, 2026 through December 31, 2030

### **NOTE A – SUMMARY OF SIGNIFICANT ASSUMPTIONS AND ACCOUNTING POLICIES**

PaintCare New York LLC (PCNY) is a wholly owned subsidiary of PaintCare, Inc. and was established to operate the paint recycling program in the state of New York. The accompanying summary schedules of forecasted revenues, expenses (costs), and financial reserve fund and calculated average unitized paint stewardship fee for PCNY, the New York State Department of Environmental Conservation, PaintCare Inc., and PaintCare Inc.'s Board of Directors presents, to the best of management's knowledge and belief, the PCNY's expected forecasted revenues, expenses (costs), and financial reserve fund and calculated average unitized paint stewardship fee for the New York State Department of Environmental Conservation for the forecasted period.

The forecast reflects the actual and expected costs to operate a paint stewardship (recycling) program from January 1, 2020 through the end of forecasted period as required by the New York Consolidated Laws (NYCL) 27-2001 – 27-2007. The forecast also includes the calculation of the average unitized paint stewardship fee per container size sold at retail that PCNY has proposed to fund that program for the multi-year operational period covering January 1, 2026 through December 31, 2030. The forecast also includes the actual and projected operating revenues and expenses (costs) from January 1, 2020 through December 31, 2025 and forecasted operating revenues and expenses (costs) from January 1, 2026 through December 31, 2030 (collectively the forecast), including the related summary of significant assumptions and accounting policies of PaintCare New York LLC. Accordingly, the forecast reflects management's assumptions as of December 28, 2025, the date of this forecast, of the forecasted expenses of operation of the program, and the proposed unitized paint stewardship fee per container size sold at retail that would be needed to cover these expenses and to establish and maintain a financial reserve.

The forecast is designed to provide information to the New York State Department of Environmental Conservation regarding the calculation of the paint stewardship fee and whether it is a reasonable amount to cover the expenses of the program and to maintain a reserve fund for program expenses as of December 31, 2030. Accordingly, this presentation should not be used for any other purposes.

The assumptions disclosed herein are those that management believes are significant to the forecast. The forecasted revenues and expenses are presented on an accrual basis, and there will usually be differences between the forecasted and actual results because events and circumstances frequently do not occur as expected, and those differences may be material.

**CONTAINS CONFIDENTIAL PROPRIETARY BUSINESS DATA, WHICH IS RESTRICTED FOR USE  
BY PCNY, THE NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION,  
PAINTCARE INC., AND PAINTCARE INC.'S BOARD OF DIRECTORS**

## **PAINTCARE NEW YORK LLC**

### **NOTES TO FORECASTED FINANCIAL INFORMATION**

For the Actual and Projected Period from January 1, 2020 through December 31, 2025 and Forecasted Period covering January 1, 2026 through December 31, 2030

### **NOTE B – PAINT STEWARDSHIP (RECYCLING) FEE REVENUE**

The paint stewardship (recycling) fee collected will provide the revenue to fund the expenses for the paint stewardship (recycling) program. Retailers will collect a \$0.45 fee for each larger than half pint up to smaller than one gallon paint container unit sold, \$0.95 fee for each one gallon to two gallons paint container unit sold, and \$1.95 fee for each larger than two gallons up to five gallons paint container unit sold from January 1, 2026 through December 31, 2030 (current, approved fee). See table below.

Management estimated the stewardship fee revenue for the forecasted period by making certain assumptions. The assumptions made by management included state-level housing market forecast data, including home sales, new construction, the DIY (do-it-yourself) and PRO (professional) market, as well as historical data by container size. The forecasted period beginning in 2026 is primarily modeled after the results of 2024 and 2025, the two most recent years of full operations. Management does not expect the population change in the state of New York to have a significant impact on sales per capita during the forecasted period. Management expects a slight slowing in construction growth in both residential and commercial in the state of New York during the forecast period. Also, the fee collected at retail during the forecasted period will remain unchanged. Therefore, management believes revenues during the forecasted years of 2026 through 2030 are projected to remain flat.

PCNY is funded by a fee paid by paint manufacturers for each can of paint they sell in the state. Manufacturers pass the fee to retailers, who then apply it to the price of paint. Stores can choose whether or not to show the fee on their receipts. The fee will be based on the size of the container as follows:

<b><u>Container Size</u></b>	<b><u>Fee 1/1/2026 – 12/31/2030</u></b>
Larger than half pint up to smaller than 1 gallon	\$0.45
1 gallon to 2 gallons	\$0.95
Larger than 2 gallons up to 5 gallons	\$1.95

Revenue from the paint stewardship fee is estimated to be \$85,123,594 for the forecasted period January 1, 2026 through December 31, 2030.

**CONTAINS CONFIDENTIAL PROPRIETARY BUSINESS DATA, WHICH IS RESTRICTED FOR USE BY PCNY, THE NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION, PAINTCARE INC., AND PAINTCARE INC.'S BOARD OF DIRECTORS**

## PAINTCARE NEW YORK LLC

### NOTES TO FORECASTED FINANCIAL INFORMATION

For the Actual and Projected Period from January 1, 2020 through December 31, 2025  
and Forecasted Period covering January 1, 2026 through December 31, 2030

## NOTE C – COLLECTION, TRANSPORTATION, AND PROCESSING EXPENSES

### Collection, transportation, and processing expenses:

Expenses to operate the program and various key assumptions include:

- Paint processing: This is the most significant expense of the program. PCNY contracts for processing and proper end-of-life management of postconsumer paint collected in the program. Expenses are forecasted based upon signed vendor agreements for processing paint. See further details on processing expenses below.
- Paint transportation: These expenses include the cost of transporting paint bins from paint drop-off sites. Expenses are forecasted based upon signed vendor agreements for paint transportation. See further details on transportation expenses below.
- Collection supplies and support: These expenses include the cost of paint collection bins, spill kits, PaintCare event expenses, labor to assist LVP sites to pack their paint, and payments for additional activities at sites (reuse). As of December 31, 2025, there were approximately 391 total (386 year-round and 5 seasonal) drop-off sites. The number of bins at each drop-off site will vary depending on the relative capacity of the stores. Retail drop-off sites will receive site visits semi-annually. HHW, solid waste facilities, and RLVP sites will be visited annually.

### Units collected and collection expenses:

Program products are architectural paints in containers no larger than five gallons in size. They do not include industrial coatings, coatings used for original equipment manufacturing, and other specialty coatings.

In the development of management's paint collection infrastructure expense model for the state of New York for 2026 through 2030, management considered actual costs for running the program from 2022 through 2025, and the following factors and assumptions:

- Household hazardous waste (HHW) facilities and events:  
HHW facilities and events provide their customers with the convenience of dropping off other products at the same time as paint.
- Solid waste facilities (transfer stations, recycling centers, and landfills):  
Solid waste facilities provide their customers with the convenience of dropping off other products at the same time as paint, and they often have regular customers that have used their facilities for many years.

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## **PAINTCARE NEW YORK LLC**

### **NOTES TO FORECASTED FINANCIAL INFORMATION**

For the Actual and Projected Period from January 1, 2020 through December 31, 2025  
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## **NOTE C – COLLECTION, TRANSPORTATION, AND PROCESSING EXPENSES (continued)**

### Units collected and collection expenses (continued):

- Retail stores:  
Retailer participation as a paint drop-off site is voluntary. Retailers are not compensated for being a drop-off site. PCNY has identified 1,566 paint retailers in New York, of which 1,178 stores were identified as potential drop-off sites. As of December 31, 2025, 341 of these retailers were participating as drop-off sites.
- Material reuse stores:  
Sites may operate reuse areas in which they place leftover paint that was brought to their site in good condition to be given away or sold “as is” to their customers and local community. This paint management method represents the highest, best use of paint and typically reduces program costs by avoiding the transportation and processing costs that would otherwise be required to manage the paint. PaintCare may provide compensation for reuse services. Material reuse stores may also participate as drop-off sites.
- Direct pick-up or large volumes:  
Large Volume Pick-up (LVP) Service is free to the customer and will be offered to New York painting contractors, other businesses, organizations, and households with large volumes of paint, currently 100 gallons for most of the state. The current minimum quantity to qualify for an LVP in New York City is 50 gallons. The service allows approved users to have paint picked up at their business or home.  
  
Recurring Large Volume Pick-up (RLVP) Service is a free service also offered to painting contractors and other businesses and organizations that generate large volumes of leftover paint on an on-going basis.
- PaintCare events:  
Paint drop-off events may be held by PCNY in areas of the state that are not within 15 miles of a paint drop-off site or have too few drop-off sites for the population of the area, and participants from any place in New York will be allowed to use the events.
- Door-to-Door Paint Collection Pilot Program:  
PCNY is developing a new door-to-door paint collection pilot program on Staten Island. The door-to-door program will launch in early 2026. This service will provide direct pickup of paint from households on Staten Island.

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## **NOTE C – COLLECTION, TRANSPORTATION, AND PROCESSING EXPENSES (continued)**

### Transportation and processing expenses:

Transportation and processing costs include fees paid to vendors to (1) transport discarded paint container units from drop-off sites to the recycler's processing facility, and (2) processing paint for recycling and proper end-of-life management.

As of the date of this examination report, PCNY has engaged, under separate contracts, seven transporters, which provides management reasonable estimates of transportation and processing expenses. Under the terms of these agreements, transportation costs are computed based on zones and processing costs are computed by weight. These estimates were used for projecting this expense over the forecasted period.

Management has made certain assumptions to develop the forecasted collection, transportation, and processing (C, T, P) expenses. The C, T, P contracts (noted above) are expected to be up for renegotiation in 2026. The forecasted C, T, P costs for 2026 are projected to increase by 21.00% due to expected vendor contract price increases and PCNY's new door-to-door paint collection program. The forecasted C, T, P costs for 2027, 2028, 2029, and 2030 are projected to increase 2.00% – 3.00% per year, which is similar to the historical price increases in years when contracts are not renegotiated and new collection programs are not implemented. Additionally, forecasted C, T, P costs are based on actual costs, signed vendor contracts, trends, and comparison to the prior periods and budgets.

The total collection, transportation, and processing costs are estimated to be \$43,759,056 for the forecasted period January 1, 2026 through December 31, 2030.

## **NOTE D – COMMUNICATION EXPENSES**

These expenses include advertising and promotional materials to increase awareness of the program, with PCNY performing education and outreach efforts to promote the paint stewardship program in New York. PCNY may utilize various outreach methods including distribution of point-of-sale materials, fact sheets, and signage, as well as messaging delivered via social media, digital and outdoor ads, radio, streaming, online video, print ads, and TV to promote the New York paint recycling program to a widespread audience and increase overall awareness of the program.

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### **NOTE D – COMMUNICATION EXPENSES (continued)**

Communications costs are based on current written contracts with public relations agencies to promote and manage marketing for the recycling program. Costs also include expenses incurred to obtain third-party products and services such as advertising space, public education, point of sale marketing outreach, website maintenance, conferences and events, and customer service. Management estimated marketing outreach, point of sale, and advertising costs based on anticipated costs in 2026 through 2030. PCNY is investing in expanding their outreach and communications, resulting in increased spending during the forecasted period. In 2026, communication costs are expected to be approximately \$3,500,000. Beginning in 2027 through 2030, PCNY is expected to incur communication costs of approximately \$4,000,000 per year to provide public education and outreach expenditures in the state of New York.

The forecasted communication costs are estimated to be \$19,500,000 for the forecasted period January 1, 2026 through December 31, 2030.

### **NOTE E – CORPORATE OVERHEAD ALLOCATION**

Overhead expenses are those that are not specific to New York but support all PaintCare state stewardship programs. These costs include:

Administrative and corporate staff, back-office support (information technology, human resources, legal, accounting, and government affairs), insurance, data management systems, annual financial audit, software licenses, professional services for corporate or organization-wide matters, occupancy, general communications, and other supplies and services that support all PaintCare programs.

Corporate expenses are allocated among all PaintCare state stewardship programs based on their relative populations in the most recent census and began to be assessed in New York state about six months before the program started. As of January 1, 2026, New York will represent 18.44% of the combined population of all states participating in the PaintCare programs. Total corporate overhead costs allocated to the states is expected to increase approximately 5.00% per year.

The portion of overhead costs allocated to New York are estimated to be \$10,677,011 for the forecasted period January 1, 2026 through December 31, 2030.

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### **NOTE F – SALARIES AND BENEFITS, TRAVEL, ADMINISTRATIVE, AND PROFESSIONAL**

Total actual and forecasted salaries and benefits, state reporting, travel, and administrative (including legal costs), include costs required to run the paint stewardship program. Direct expenses are allocated to New York's paint stewardship program based upon direct effort where they can be specifically identified. These costs include:

a. Salaries and benefits:

These expenses include the cost of one part-time and five full-time employees, at varying rates, working directly to run the program, and are expected to increase approximately 5.00% per year. Salary and benefits are estimated to be \$4,375,786 for the forecasted period January 1, 2026 through December 31, 2030.

b. Travel:

Management has developed forecasted travel expenses with the assumption that program coordinators will visit each retail drop-off site twice per year and HHW/solid waste/RLVP sites once a year. Additional site visits to non-participating sites will also occur to recruit drop-off sites and raise program awareness. Additionally, program personnel travel to professional and municipal conferences across the state, as well as community PaintCare events. These costs will include airfare, lodging, mileage, and meals, and are estimated to be \$527,998 for the forecasted period January 1, 2026 through December 31, 2030.

c. Administrative:

These expenses include supplies, printing, subscriptions, occupancy, and other general expenses that are forecasted based on other state programs and historical actuals. Costs for administrative expenses are estimated to be \$67,125 for the forecasted period January 1, 2026 through December 31, 2030.

d. Professional:

These expenses include the legal costs for regulatory review and developing contracts, and other logistical and professional support, including financial statement and fee audits. Management modeled forecasted professional fees on the actual historical costs. Costs for professional services are estimated to be \$286,008 for the forecasted period January 1, 2026 through December 31, 2030.

The total salaries and benefits, travel, administrative, and professional expenses are estimated to be \$5,256,917 for the forecasted period January 1, 2026 through December 31, 2030.

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## **NOTE G – OPERATING (FINANCIAL) RESERVE FUND**

The PCNY financial policies require an operating (financial) reserve to sustain the program in times of either higher than expected paint collection volumes resulting in higher expenses, lower than expected paint sales resulting in less revenues, or a combination of the two. PCNY management and staff use prudent financial management in allocating net asset funds between unrestricted (necessary for working capital needs and current operations) versus board-designated financial reserves (necessary for the long-term viability of the recycling program). We also note that unlike a governmental entity, PCNY cannot bridge cash flow shortfalls by accessing additional working capital (cash) or other financing from other governmental sources. Therefore, PCNY has taken the position that having operating cash on hand, as well as a reserve, is fiscally responsible.

PCNY's reserves policy establishes a target reserve as a percentage of annual expenses and sets a minimum and maximum threshold. PCNY currently has a target reserve of 100% of annual expenses (twelve months of operating expenses), with a minimum threshold of 75% (nine months) and a maximum threshold of 125% (fifteen months).

Management estimated that the forecasted paint stewardship fee of \$0.45 for each paint container larger than half pint up to smaller than one gallon, \$0.95 for each one gallon to two gallons paint container, and \$1.95 for each paint container larger than two gallons up to five gallons sold, from January 1, 2026 through December 31, 2030, will result in the net reserve fund at December 31, 2030 to be forecasted at \$27,453,339, which is approximately 164% of twelve months of 2030's estimated operating expenses of \$16,732,378. Therefore, the forecasted net reserve at December 31, 2030 will above the target reserve threshold of a minimum of 75% and maximum of 125% of operating expenses and is sufficient for the program to operate through December 31, 2030.

## **NOTE H – INVESTMENT AND INTEREST INCOME**

States in the PaintCare program have the opportunity to participate in PaintCare's investment activity allocation. PaintCare New York currently does not participate in the investment activity.

In the forecast, PCNY has included interest income earned on cash, which is estimated to be \$115,000 per year. The total interest income is estimated to be \$575,000 for the forecasted period January 1, 2026 through December 31, 2030.

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