



California Architectural Paint Stewardship Program Plan

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1. Introduction

a. Recognition

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

b. Assembly Bill 1343

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

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

c. Paint Stewardship History

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

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

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

d. Citation and Terminology

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

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

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

e. Authorized Signature

PaintCare, Inc.



Marjaneh Zarrehparvar
Executive Director

Dated: April 2, 2011

2. Legislation

a. California Paint Stewardship Law

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

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

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

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

b. California Paint Management Law

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

3. Stewardship Organization

a. Statutory Requirement

The Law states:

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

and defines:

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

b. PaintCare[®] Inc.

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

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

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

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

4. Program Products

a. Statutory Requirement

The Law states:

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

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

and further states:

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

b. Section Overview

This section discusses:

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

c. Program Products

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

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

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

d. Non-Program Products

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

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

e. Communication on Program Products

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

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

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

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

The contents of Appendix D and E are similar, but organized differently to best assist the relevant user.

5. Registered Manufacturers & Brands

a. Statutory Requirement

The Law states:

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

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

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

b. Section Overview

This section discusses:

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

c. Manufacturer Registration and Brand List

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

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

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

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

To meet their reporting obligations to PaintCare, registered manufacturers must provide a list of their qualifying program products (brand and sub-brand name) to PaintCare. PaintCare has developed Appendix G (“Registered Brands”) from this reported information.

Private Label Agreement

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

Posting to CalRecycle Website

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

6. Collection Infrastructure & Goals

a. Statutory Requirement

The Law states:

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

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

and further states:

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

b. Section Overview

This section discusses:

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

c. Introduction

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

The Program anticipates the collection infrastructure to include:

- Municipal household hazardous waste collection facilities (permanent and temporary)
- Paint retailers including paint, hardware and home improvement stores, and reuse stores

- Waste transfer stations, landfills, public works yards, and other appropriate, publicly accessible, sites
- For large quantity users, specially arranged direct pick-up

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

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

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

d. Collection Infrastructure, Identification and Recruitment

Phase 1. Partnering with Existing Infrastructure

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

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

Table 6A. Existing Infrastructure

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

¹ *Estimated annual number. The exact number of temporary HHW collection facilities varies from year to year.*

² *Current sites collecting latex paint under CA HSC 25217.2 or HSC 25218.8(b)*

Over the previous 18 months, PaintCare representatives have reached out to existing programs through a variety of mechanisms, including:

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



Yolo County’s Permanent Household Hazardous Waste Collection Facility

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

Step 1. Sites are asked to complete and submit a Letter of Interest. Appendix H contains the template Letter of Interest. As of this Plan submission, PaintCare has received 52 letters or other written notifications of interest, representing more than 115 fixed locations and 200 temporary collection events. These entities are listed in Appendix I. PaintCare encourages interested locations to submit a Letter of Interest at any time; site recruiting is an ongoing process.

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

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



Paint Exchange at Central Contra Costa Sanitary District's HHWCF



Paint Reprocessing at San Francisco's HHWCF

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

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

At the time of this Plan submission, the contract template for municipal (and other) collection sites is under legal review. Once completed, it will be posted under the California section of PaintCare’s website.

Phase 2. Partnering with Retail Collection Sites

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

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

- Ability to provide enough space to hold a minimum number of collection containers as determined by PaintCare’s needs in their specific geographic location;
- Willingness to accept both latex and oil-based program products;
- Willingness to accept program products from any qualifying generator;
- Easy access by the public and by PaintCare’s hauler;
- Compliance with PaintCare Collection Site Guidelines and applicable local regulating agency requirements that may include special hazardous materials storage limitations and submittal of a Hazardous Materials Business Plan;



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

- Willingness to have their site promoted on PaintCare’s website and through other outreach avenues; and
- Willingness to post and distribute PaintCare point-of-purchase outreach materials including a window poster advertising their store as a collection site.

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

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

e. Service Level Goals

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

- 90% of California residents will have a collection site within 15 miles of their residence
- One site for every 30,000 residents of a designated area (as discussed below)

Application of these criteria results in approximately 750 collection sites, which PaintCare considers its baseline service level goal. PaintCare aims to meet the baseline goal by partnering with a combination of existing paint collection sites (municipal and retail) and new sites (primarily retail). Once the baseline is satisfied, PaintCare may recruit additional collection sites in an effort to maximize consumer convenience.

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

f. Service Level Methodology

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

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

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

g. Implementation Timeline

PaintCare will work expeditiously to fulfill its service level goal for the number and distribution of collection sites, anticipating a full-scale Program within 18-24 months of the Program start date. However, given the unique nature of the Program, there are factors that may impact the implementation timeline.

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

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

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

h. Collection Site Requirements and Training

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

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

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

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

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

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

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

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

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

i. Large Quantity Users

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

their volume capacity. This information will be communicated to commercial painters and other large quantity latex paint generators.

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

7. Sales & Collection Volumes

a. Statutory Requirement

The Law states:

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

b. Section Overview

This section discusses:

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

c. Architectural Paint Sales

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

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

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

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

d. Volume Available for Collection

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

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

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

Studies on Leftover Paint Quantity

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

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

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

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

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

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

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

e. California Baseline Collection Volume

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

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

Table 7A. Form 303 Reported Paint Volumes

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

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

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

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

To be conservative, the data provided by CalRecycle is used for budgeting and collection projections. However, since the data likely overstates the amount of oil-based paint currently collected by

California HHW programs, the data from the first year of the California PaintCare Program will serve as a baseline from which to plan for future volumes and costs.

f. Estimating Future Collection Volumes

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

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

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

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

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

available for collection. This is the most desirable outcome of the Program, but cannot be recognized if success is determined by increasing collection volumes.

Given these factors, along with the flaws in the baseline data discussed above, PaintCare is not setting volume based collection goals, but rather, as described in Section 6 (Collection Infrastructure and Goals) of this Plan, goals are set for the number and distribution of collection sites (i.e. consumer convenience).

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

Table 7B. Baseline and Projected Collection Rates

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

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

8. Budget & Assessment Rate

a. Statutory Requirement

The Law states:

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

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

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

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

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

b. Section Overview

This section discusses:

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

c. Introduction

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

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

Funding Mechanism

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

d. Program Budget

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

PaintCare Budget	¹ Year 1	Year 2
	² Inception - June 30, 2013	July 1, 2013 - June 30, 2014
<i>Containers greater than 1/2 pint to 1 quart</i>	\$ 1,940,274	\$ 2,395,400
<i>Containers greater than 1 quart to 1 gallon</i>	15,878,228	19,602,750
<i>Containers greater than 1 gallon to 5 gallon</i>	8,074,598	9,968,640
Total revenue:	25,893,100	31,966,790
<i>Operational costs:</i>		
<i>Transportation & processing</i>	12,786,142	18,996,219
<i>CalRecycle administrative fee</i>	600,000	375,000
<i>Communications</i>	3,500,000	3,500,000
<i>Program support</i>	3,772,383	2,196,150
<i>Total operational costs:</i>	20,658,525	25,067,369
<i>Capital costs:</i>	-	-
<i>Administrative costs:</i>	1,450,745	1,546,230
Total program costs:	22,109,270	26,613,599
Program surplus/(deficit):	\$ 3,783,830	\$ 5,353,191

- 1 Anticipated Program start date is September 1, 2012. As a result, Year 1 includes only 10 months of revenue and operating expenses.
- 2 PaintCare and CalRecycle have incurred, and will continue to incur, pre-program “start-up” costs until the Program launches. These costs are included in Year 1, thus the use of the term “inception” as the starting timeframe.

e. Budget Discussion

Revenue

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

Start-Up Costs

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

Operational Costs

- PaintCare estimates that increased outreach efforts of the Program will result in a 3% collection volume increase in Year 1. Once retail collection is phased in, PaintCare anticipates collection volume increases of approximately 20% in Year 2.
- Transportation and processing costs are the most significant expense to the Program. Transportation costs include per-tote transportation and/or minimum stop charges. Processing costs are assessed by the pound.
- CalRecycle's oversight costs (Administrative Fee) are estimated at \$600,000 in Year 1, and \$375,000 in Year 2. Appendix L contains CalRecycle's letter to PaintCare explaining their costs.
- Communications expenses include advertising and promotional materials to increase Program visibility through education and outreach. 16% of the budget is dedicated to Communications in Year 1, 13% is dedicated in Year 2.
- Program support expenses include purchase of reusable totes, staffing, site coordination travel, legal, consulting, start-up costs, other.

Capital Costs

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

Administrative Costs

- Administrative costs are shared by all PaintCare Programs. The California Program's allocation is approximately \$1.5 million per year.

Program Surplus/Deficit

- PaintCare Programs are priced to allow for the building of a responsible reserve, targeted at 25% of the annual cost of each program.

f. PaintCare Recovery Fee (Assessment Fee)

The assessment fees are as follows:

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

If, as the California Program progresses, the PaintCare Recovery Fee is insufficient to cover or substantially exceeds Program costs, PaintCare will submit a request to CalRecycle to modify the assessment. As required by the Law, any non-substantial surplus will be put back into the Program.

9. Education & Outreach

a. Statutory Requirement

The Law states:

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

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

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

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

b. Section Overview

This section discusses:

- Outreach methods, messaging and target audience
- Lessons learned from the Oregon PaintCare Program

c. Introduction

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

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

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

d. Messaging

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

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

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

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

e. Target Audience

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

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

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

- **Householders.** Emphasize “Buy Right” because they do not buy paint often and may not know how to calculate the quantity of paint needed for a given project. Emphasize “Use It Up” to minimize the amount of paint that becomes waste.
- **Painting Contractors.** Deemphasize “Buy Right” because they buy paint so often that they know how much to buy. Emphasize no-cost “Recycling” opportunities since these may not have existed in the past for the business audience.
- **Retailers.** Emphasize “Understanding PaintCare” so they can properly explain the Program to their customers.

While the primary objective is postconsumer paint reduction and recycling, another key component of education and outreach involves informing and assisting paint manufacturers, distributors and retailers with PaintCare Recovery Fee compliance. In general, this element of the Program will not

be visible to the public, but it is critical to the success of the Program. Examples of communication materials used for this purpose will be available on PaintCare’s website under the “Industry” section.

f. Written Materials

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

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

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

g. Lessons Learned from the Oregon Pilot

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

Stakeholders Meeting with Retailers

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

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

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

Site Locator Tool

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

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



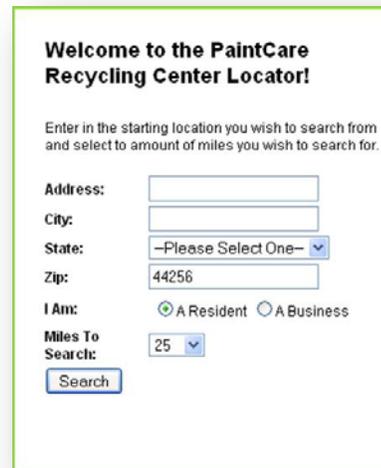
Window sign for collection sites in Oregon



Newspaper ad from Eugene, OR



Retail poster for estimating paint purchases



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

10. Waste Management

a. Statutory Requirement

The law states:

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

b. Section Overview

This section discusses:

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

c. Collection Containers

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



Transportation of Reusable Collection Totes



Collection Totes at an Oregon Retail Collection Site

d. Transportation

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

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

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

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

e. Processing, Recycling and Disposal

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

Latex Paint

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

Oil-Based Paint

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

Paint Containers

- Recycling
- Appropriate disposal

Incidental Non-Program Products

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

f. Latex Paint Management

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

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

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

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

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

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

g. Oil-Based Paint Management

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

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

h. Empty Paint Containers

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

11. Annual Report & Financial Audit

a. Statutory Requirement

The law states:

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

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

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

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

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

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

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

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

b. Section Overview

This section discusses:

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

c. Annual Report

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

The Annual Report will include, at a minimum:

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

d. Financial Audit

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



California Architectural Paint Stewardship Appendices to Program Plan

April 2, 2012

- A. California Paint Stewardship Law: Public Resources Code 48700-48706
- B. California Paint Management Law: Health and Safety Code 25217-25217.4
- C. PaintCare Board of Directors
- D. Defining Program Products for Collection Sites
- E. Defining Program Products for the Purpose of the Assessment
- F. Registered Manufacturers
- G. Registered Brands
- H. Template Letter of Interest
- I. Letters / Notifications of Interest
- J. GIS Report and Exhibits
- K. Draft Collection Site Guidelines
- L. CalRecycle Administrative Fees
- M. Latex Paint Processors

Appendix A. Public Resources Code Section 48700 – 48706

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(d) The department shall enforce this chapter.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Appendix B. Health and Safety Code Section 25217 – 25217.4

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(A) Complies with subdivision (a).

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

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

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

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

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

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

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

(B) A conditionally exempt small quantity generator.

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

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

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

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

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

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

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

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

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

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

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

(2) The quantity of the paint being transported.

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

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

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

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

Appendix C. PaintCare Board of Directors

Members serve three year terms.

Jack Wickham, *Chair*
Ace Hardware Corporation

Karl Altergott, *Vice Chair*
Dunn-Edwards Corporation

Barry Chadwick
Benjamin Moore and Co.

Harris Cloutier
AkzoNobel Coating, Inc.

Steve Devoe
Kelly-Moore Paint Company, Inc.

Aaron Erter
Valspar Corporation

Al Mordy
Cloverdale Paint Inc.

Tom Seitz
The Sherwin Williams Company

Scott Sinetar
PPG Industries

Appendix D. Defining Program Products for Collection Sites

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.

Program Products (maximum container size of 5 gallons):

- Interior and exterior paints: latex, acrylic, water-based, alkyd, oil-based, enamel (all types of finishes and sheens, including textured coatings)
- Deck coatings and floor paints (including elastomeric)
- Waterproofing concrete/masonry/wood sealers and repellents (not-tar-based or bitumen-based)
- Melamine/metal coatings and rust preventative
- Primers, sealers and undercoaters
- Stains and shellacs
- Swimming pool paints (single component)
- Field and lawn marking coatings
- Varnishes and urethanes (single component)
- Lacquers, lacquer sanding sealers, and lacquer stains
- Wood coatings (containing no pesticides)

Non-Program Products (regardless of container size):

- Empty, leaking or unlabeled containers
- Industrial Maintenance (IM) coatings
- Original Equipment Manufacturer (OEM) (shop application) paints and finishes
- Aerosol paints
- Automotive paints
- Marine paints
- Craft paints
- Caulking compounds, epoxies, glues or adhesives
- Drywall surfacer and compounds, spackling and non-coating preparation
- Colorants and tints
- Paint additives
- Resins
- Paint thinners, mineral spirits or solvents
- Pesticide containing products
- Roof patch or repair
- Tar-based or bitumen based products
- 2-component coatings
- Deck cleaners

In order to distinguish between what is an architectural coating for the purpose of collection and what coatings should not be collected under the Paintcare program, 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 which products may be accepted in the program and which products may not, a collection site 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 a program product.
- 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 a program product.

I. Architectural Coatings

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

II. Industrial Maintenance Coatings

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

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

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

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

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

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

IV. Specialty Coatings

Lastly, in order to identify Specialty or Special Purpose Coatings, we have used the definition from the Federated Society of Coating Technology's Coatings Encyclopedic (since AIM rules don't have a definition), which states that these coatings include aerosols, arts and crafts, and automotive refinish coatings. These products should be easier to distinguish, however, as they are clearly called out as non-program products at the top of this document.

Appendix E. Defining Program Products for Purposes of the Assessment

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, aerosols and coatings recommended by the manufacturer or importer solely for shop applications or solely for application to non-stationary structures, such as airplanes, ships, boats, and railcars.

II. Industrial Maintenance Coatings

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

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

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

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

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

III. Original Equipment Manufacturer (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 aerosols, 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 paints: latex, acrylic, water-based, alkyd, oil-based, enamel (all types of finishes and sheens, including textured coatings)
- Deck coatings and floor paints (including elastomeric)
- Waterproofing concrete/masonry/wood sealers and repellents (not-tar-based or bitumen-based)
- Melamine/metal coatings and rust preventative
- Primers, sealers and undercoaters
- Stains and shellacs
- Swimming pool paints (single component)
- Field and lawn marking coatings
- Varnishes and urethanes (single component)
- Lacquers, lacquer sanding sealers, and lacquer stains
- Wood coatings (containing no pesticides)

Non-Assessed Products (regardless of container size):

- Industrial Maintenance (IM) coatings
- Original Equipment Manufacturer (OEM) (shop application) paints and finishes
- Aerosol paints
- Automotive paints
- Marine paints
- Craft paints
- Caulking compounds, epoxies, glues or adhesives
- Drywall surfacer and compounds, spackling and non-coating preparation
- Colorants and tints
- Paint additives
- Resins
- Paint thinners, mineral spirits or solvents
- Pesticide containing products
- Roof patch or repair
- Tar-based or bitumen based products
- 2-component coatings
- Deck cleaners

Appendix F. Registered Manufacturers

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

Appendix G. Registered Brands

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

Ben Interior Acrylic Latex Flat
 Ben Interior Acrylic Latex Semi-Gloss
 Ben Interior Latex Primer
 Benchmark
 Benite Wood Conditioner
 Benjamin Moore Aura Eggshell
 Benjamin Moore Aura Exterior Paint Flat Finish
 Benjamin Moore Aura Exterior Paint Low Lustre
 Benjamin Moore Aura Exterior Paint Semi-Gloss
 Benjamin Moore Aura Int / Ext Color Foundation
 Benjamin Moore Aura Matte Finish
 Benjamin Moore Aura Satin Finish
 Benjamin Moore Aura Semi-Gloss
 Benjamin Moore Exterior Translucent Finish
 Benjamin Moore Fresh Start Alkyd Enamel Underbody
 Benjamin Moore Fresh Start All Purpose Alkyd Primer 024
 Benjamin Moore Fresh Start All-Purpose 100% Acrylic Primer
 Benjamin Moore Fresh Start Fast-Dry Alkyd Primer Fast Dry Exterior Primer
 Benjamin Moore Fresh Start Moorwhite Penetrating Primer 100
 Benjamin Moore Fresh Start Qd-30 Stain Blocking Primer
 Benjamin Moore Pint Color Samples
 Benjamin Moore Premium Exterior Stain Alkyd Hardwood Finish
 Benjamin Moore Premium Exterior Stain Alkyd Primer
 Benjamin Moore Premium Exterior Stain Alkyd Semi-Gloss
 Benjamin Moore Premium Exterior Stain Alkyd Semi-Transparent
 Benjamin Moore Premium Exterior Stain Alkyd Transparent
 Benjamin Moore Premium Exterior Stain Waterbased Waterproofer
 Benjamin Moore Studio Finishes Alkyd Glaze
 Benjamin Moore Studio Finishes Chalkboard Paint
 Benjamin Moore Studio Finishes Glitter Finish
 Benjamin Moore Studio Finishes Latex Glaze
 Benjamin Moore Studio Finishes Latex Metallic Glaze
 Benjamin Moore Studio Finishes® Latex Texture Paint
 BenMate Danish Tung Oil Finish
 Benwood Finishes Fast Dry Clear Varnish
 Benwood Finishes Interior Wood Finish Conditioner
 Benwood Finishes Interior Wood Finishes Grain Filler
 Benwood Finishes Interior Wood Finishes Penetrating Stain
 Benwood Finishes Polyurethane Finish High Gloss
 Benwood Finishes Polyurethane Low Lustre
 Benwood Finishes Quick Dry Sanding Sealer
 Benwood Finishes Satin Finish Varnish
 Benwood Finishes Stays Clear Acrylic Polyurethane High Gloss
 Benwood Finishes Stays Clear Acrylic Polyurethane Low Lustre
 Benwood Finishes polyurethane Finish Flat
 BIOCONTROL PRIME-N-SEAL
 Black Emulsion
 Blacknight
 BlankIt® Acrylic Primer
 Blocklustre
 Blue Seal
 Bona Arnberseal
 Bona DTS
 Bona Mega Gloss, Semi-Gloss, Satin
 Bona Naturale Matte
 Bona Novia Gloss, Semi-Gloss, Satin
 Bona Poly
 Bona Sport SuperSport DTS
 Bona Sportive 1K
 Bona Sportive Finish
 Bona Traffic Gloss, Semi-Gloss, Satin
 Bona Traffic Anti Slip
 Bona Traffic Gloss
 Bona Traffic HD Satin
 Bona Traffic HD X Matte
 Bona Traffic HO SC
 Bonaseal
 Bravo
 Break-Through
 Brite Ceiling
 Bro-Cure
 Builder's Spec® Pro
 Butylseal 572
 C&M Coatings
 Cabinet Coat™ Acrylic Satin Enamel
 Cabot
 Cabot "The Finish"
 Cabot Australian Timber Oil
 Cabot Cabothane
 Cabot Clear solutions
 Cabot OVT
 Cabot Problem Solver
 Cabot PROVT
 California Paint 3090 Primer
 California Paint Course Texture Coating
 California Paint Elastomeric
 California Paint EX/Int Stn Blk Primer
 California Paint Exterior Flat, Satin, Semi Gloss
 California Paint Interior Flat, Satin, Semi Gloss
 California Paint Medium Texture Coating
 California Paint Prep Coat
 California Paint Smooth Texture Coating
 California Paint Thermal Elastomeric
 Carquest
 CCR 5000
 CEDARTONE WB PENETRATING STAIN
 Ceiling White
 Central Sanitary Supply
 Ceramagard
 Check Rust™ Fabrication Primer
 Check Rust™ Instant Enamel
 Check Rust™ Instant Enamel Semi-Gloss
 Check Rust™ Speedy Metal Primer
 Childers Coating
 Chlorinated Rubber Pool Paint
 Citrus Clean

Citrus Clean Super	DRY-TREAT 40SK™
Clark+Kensington Paints	DTM Gloss and Semi-Gloss
Classico Lime Paint	Duckback
Clean Power	Dulamel Eggshell Enamel
Clear Sealer	Dunn Edwards
Clear Through Acrylic Polyurethane	Dura-Seal High Gloss Sealer
Clear Through Alkyd Polyurethane	Dura-Seal Matte Sealer
Clinical Paints	Dura-Stain Reactive Stain for Concrete
Color Decor	Duratec II
Color Extra	Duro Shine 404 penetrating sealer
Color Samples - Regal	Duro Shine 646 Plus semi-gloss sealer
Colorplace	Duro Shine 686 Ultra High gloss sealer
Colour Crete	Duro Shine 848 Color Enhancer
Concrete Stain	Easy Care
Concrete Stains - Solvent Based Waterproofing Sealers	Easy Color
Concrete Waterproof Sealer	Eco Spec Silver Eggshell
Contractor's Edge	Eco Spec Silver Flat
Controlz Primers	Eco Spec Silver Semi-Gloss
Convoy II	Eco Spec Waterborne Eggshell
Cool Roof Kit	Eco Spec Waterborne Flat
Cp Regal Flat	Eco Spec Waterborne Primer
CRC 3000	Eco Spec Waterborne Semi-Gloss
CRC Pro-Series	ECOS Paints
Crylicote Gold	Eco-Seal XC
CrystalFin Floor Finish: Gloss and Satin	Edge-Flex 645
CrystalFin: Gloss , Semi-Gloss, Satin and Matte	Elastite
Cure & Seal 1200E	Elasto-Gard
Daly's Deck Stain	Elastoseal
Daly's Log Oil	EMC Elasto-Wall
Daly's Semi-Transparent Exterior Stain	Encore
Daly's Waterborne Deck Stain	Endura Mar
Daly's Waterborne Stain	ENHANCE-PLUS™
Daly's Wood Stain	Enrich
DECKMASTER CLEAR SEALER	ENTRAL SHOT CLOCK
Deft Clear Wood Finish Brushing Lacquer	ENTRAL WARM UP
Deft Deftane Polyurethane	Envirokote Paint and Primer
Deft Deftoil Danish Oil Finish	Envirolon
Deft Interior Polyurethane	Epotilt
Deft Lacquer Sanding Sealer	Epoxy-O-Sheen
Deft Step Saver Stain and Finish	Epoxy-O-Sheen 100C
Deft Water Based Polyurethane	Epoxy-O-Sheen 100P
Deft Water Borne Clear Wood Finish Acrylic	Epoxy-O-Sheen F
Deft Wood Stain Oil Based	Epoxyguard
Deft Wood Stain Water Based	Epoxyguard 100
Designer Drylok (all colors)	Epoxyguard 200
Dex-Coat	Epoxyguard Enamel
Dottinato	Equinox
DriFast Sealer	Expressions Gallery
DriFast Stain (all colors)	E-Z Kare
Drylok Concrete Floor Paint (all colors)	EZ-Accent Water Based Acrylic Stain
Drylok Concrete Protector	Farrow & Ball Dead Flat
Drylok E1 Floor Paint (all colors)	Farrow & Ball Estate Eggshell
Drylok Extreme	Farrow & Ball Estate Emulsion
Drylok Latex Base Masonry Waterproofer (all colors)	Farrow & Ball Exterior Eggshell
Drylok Natural Look Sealer	Farrow & Ball Floor Paint
Drylok Oil Base Masonry Waterproofer (all colors)	Farrow & Ball Full Gloss
Drylok Water Based 5% Silicone	Farrow & Ball Interior /Exterior Wood Primer & Undercoat
Drylok Wet Look Sealer	Farrow & Ball Interior Wood Primer & Undercoat

Farrow & Ball Masonry &Plaster Stabilising Primer	Grip & Seal
Farrow & Ball Masonry Paint	Grip-N-Seal
Farrow & Ball Metal Primer &Undercoat	Guardian Contractor Grade
Farrow & Ball Modern Emulsion	Guardian Professional Quality
Farrow & Ball Wall &Ceiling Primer & Undercoat	HANAFINN Ole-Repella™
Farrow & Ball Wood Floor Primer &Undercoat	Henry
Farrow & Ball Wood Knot &Resin Blocking Primer	Henry RTC Coat
Final Finish	Henry/Bakor
Final Finish Wb	Hi-Hide®
Final Touch	Hilliard 1907 GYM FINISH
Fine Paints of Europe ECO	Hilliard 350 Gym Finish
Fine Paints of Europe Eurolux	Hilliard Basecoat
Fine Paints of Europe Eurothane	Hilliard Point Guard
Fine Paints of Europe Hollandlac	Hilliard PRO 100
Floor & Porch (Acrylic & WB Alkyd -New Tech.)	Hilliard Pro 50V
Floorcoat	Hilliard Pro Primer
Foster Coating	Hilliard Star Wood coating
Foster Sealer	Hilliard Tip-off Wood Coating
Frascati	Hillyard
Fresh Start Superior Primer	Homax
Gaco A30 Series	Home Armor- Waterproofing Sealer -MultiSurface
Gaco A31 Series	Home Armor- Waterproofing Sealer -Waterproofer (all colors)
Gaco A32 Series	Home Armor- Waterproofing Sealer -Waterproofer
Gaco A326 Series	Endurance
Gaco A3734 Food Safe	Homestead
Gaco A38 Series	HomeVantage™ Plus
Gaco A41 Series	Hot Trax™ Acrylic Garage Floor Paint
Gaco A56 Series	Hydroguard Moisture Barrier and Mold Blocker
Gaco Deck	Hydrolon
Gaco H22 Series	Impasto
Gaco H25 Series	Imperial Alkyd Solid Stain
Gaco H27 Series	Imperial Dry Brite HS Sealer
Gaco Roof	Imperial Ducklac
Gaco Shield	Imperial Enamel Undercoat
Gem Coat	Imperial Exterior 100% Acrylic
Gem Dye	Imperial Exterior Latex
Gem Glo	Imperial HB Pre-Cat Lacquer
Gem Tone	Imperial High Solids Tuff
Gemini	Imperial Int/Ext Aluminum Enamel
Gemini Coatings	Imperial Interior Lolustre Latex
Gemini Tone Stain	Imperial Interior Oil Wiping Stain
Glaze 'N Seal Stain Defense	Imperial Interior Ultrapro Latex
Glitsa Gold Seal™ Finish	Imperial Machinery Enamel
Glitsa Gold Seal™ Lite Scent™ Finish	Imperial Marproof Lacquer
Glitsa Gold Seal™ Stains (various colors)	Imperial Master Painter Enamel
Glitsa High Performance Waterborne Finish	Imperial Norsekote Latex
Glitsa Infinity II LVOC™ Finish	Imperial Polar Latex
Glitsa Quality Seal™ Sealer	Imperial Polyurethane Varnish
Glitsa Wood Flour Cement™	Imperial Porch & Deck Enamel
GlitsaMax™ Finish	Imperial Recharge
Glitza TruSeal	Imperial Rust-Inhibitive Primers
GlosThane Finish	Imperial Silguard Sealer
Glyptex™ WB Alkyd (New Tech.)	Imperial Ultracoat Dryfall
Gold Acrylic	Imperial Ultracoat Int Dryfog
Gold Alkyd	Imperial WB Edge Seal
Granicrete High Gloss	Impervex Latex High Gloss Metal & Wood Enamel
Granicrete impregnator	Impervo 440 Spar Varnish
Granicrete low gloss	

Impervo Alkyd High Gloss Metal & Wood Enamel
 In The Swim
 Insl-Cap™ Lead Encapsulating Compound
 Insl-X: Aqua Lock Plus Water Based Primer/Sealer/Stain
 Killer
 Insl-X: Concrete Stain Waterproofing Sealer
 Insl-X: Odor Less Alkyd Primer/Sealer/Stain Killer
 Insl-X: One Prep
 Insl-X: Prime Lock Alkyd Based Primer/Sealer/Stain Killer
 Insl-X: Prime Lock Plus Alkyd Based Primer/Sealer/Stain
 Killer
 Insl-X: Rubber Based Pool Paint
 Insl-X: Seal Lock Alcohol Based Primer/Sealer/Stain Killer
 Insl-X: Stix® Acrylic Bonding Primer
 Insl-X: Stix® Solvent Bonding Primer
 Insl-X: Sure Step® Anti Slip Coating
 Insl-X: Waterborne Pool Paint
 Invisi-Guard Sealer
 Ironclad Alkyd Low Lustre Metal & Wood Enamel
 Ironclad Latex Low Lustre Metal & Wood Enamel
 Ironclad Super Satin Finish Enamel
 Kadalac
 Kelly-Moore Acry-Lustre
 Kelly-Moore Acry-Plex
 Kelly-Moore Acry-Shield
 Kelly-Moore Acry-Shield Stain
 Kelly-Moore Acry-Tred
 Kelly-Moore Alkydex
 Kelly-Moore Color Max
 Kelly-Moore Color Shield
 Kelly-Moore Dry Fog II
 Kelly-Moore Dura-Poxy +
 Kelly-Moore Dura-Poxy + Porch & Floor
 Kelly-Moore Ecoat
 Kelly-Moore Elastakote
 Kelly-Moore Envira Poxyl
 Kelly-Moore Envira-Crete
 Kelly-Moore Enviro Coat
 Kelly-Moore Enviro Coat - Heat Reflective
 Kelly-Moore EZ Sand
 Kelly-Moore Flo-Cote
 Kelly-Moore Green Coat
 Kelly-Moore Industrial
 Kelly-Moore Kel-Aqua
 Kelly-Moore Kel-Bond
 Kelly-Moore Kel-Cote
 Kelly-Moore Kel-Guard
 Kelly-Moore Kel-Pro
 Kelly-Moore Kel-Seal
 Kelly-Moore Kel-Tex
 Kelly-Moore Kel-Thane II
 Kelly-Moore Kel-Tone
 Kelly-Moore KM Professional
 Kelly-Moore Mark Right
 Kelly-Moore Mill White Dry Fog
 Kelly-Moore Modern Wood Finish
 Kelly-Moore Plasti-Namel
 Kelly-Moore Pre-Cote
 Kelly-Moore Seasons
 Kelly-Moore Silver Shield
 Kelly-Moore Stain Lock
 Kelly-Moore Stainz-Rite
 Kelly-Moore Stripe & Zone
 Kelly-Moore Stucco-Seal
 Kelly-Moore Tred-Cote
 Kelly-Moore Uni-Prime
 Kelly-Moore Vapor Shield
 Kelly-Moore Weather Shield
 Kelly-Moore Woodcraft
 Kilz
 Kilz Casual Colors
 Kilz Cover Pro
 Kolor Kote
 Landzettel Achitectoral Coatings, Primers and Stains
 Latex Multi Purpose Primer / Finish
 Laura Ashley
 Lcoat high gloss
 Lcoat impregnator
 Lcoat low gloss
 Lead Block
 Life Cycle Coatings Architectural Paint
 Life Paints and Primers
 Lifeline Accents
 Lifeline Acrylic
 Lifeline Advance
 Lifeline Endure
 LifeLine Exterior
 Lifeline Interior
 Lifeline Ultra-2
 Lifeline Ultra-7
 Lo-Glo
 Long End Seal
 Low Voc Alkyd Zone Paint
 Lucido
 Lucite
 Lullaby Paints
 Luxwall
 Magic
 Maintenance One
 Majestic II
 Mannorino
 Manor Hall
 Manor Hall® Exterior
 Manor Hall® Timeless®
 Manor Hall® Timeless® Exterior
 Manor Hall® WB Alkyd (New Tech.)
 Mason's Select
 Master Guard Oil and Spot Primer
 Master Guard Sealer
 Master Guard Wood Sealer
 Master's Magic
 MAXLIFE
 Maxum 2 Solid Acrylic Stain
 Maxum 2+ Ultimax
 Maxum 3 Flat Acrylic House Paint
 Maxum 4+ Ultimax Satin House Paint

Maxum 6 Solid Oil Stain
 Maxum 7700 Transparent Oil Deck & Siding Stain
 Maxum 9+ Ultimax Lo Luster House Paint
 Maxum Semi Transparent Deck Stain
 Maxum Sheer Naturals Deck Stain
 Maxum Solid Deck Stain
 Maxum Starter Exterior Primers
 MBP Flat
 McCloskey
 McCloskey Man-O-War
 McCloskey Multi-Use
 McCloskey Special Effects
 McCloskey Stains
 Messmer's Composite Deck Finish
 Messmer's Decking Stain
 META CREME™
 Metal Etch
 Metal Ready Universal
 Miller 45 Minute Primer
 Miller Acriclear
 Miller Acri-Glaze
 Miller Acrilite
 Miller Acrimetal
 Miller Acrinamel
 Miller Acro Pure
 Miller Acrylic Satin
 Miller Acrylic Undercoat
 Miller Aluminum Paint
 Miller Aluminum&Metal primer
 Miller Aqua -fall
 Miller Clear Varnish
 Miller Devine Canopy
 Miller Devine Delicate Wall
 Miller Devine Foundation
 Miller Devine Green
 Miller Devine Luscious Trim
 Miller Devine Powder
 Miller Drifall Stalite
 Miller Edge Seal
 Miller Enamel Undercoat
 Miller Equipment Enamel
 Miller Evolution
 Miller Floor&Porch Enamel
 Miller Gym Coat
 Miller HB Opaque Stain
 Miller Kril
 Miller Metal Primer
 Miller Milastic
 Miller Millerseal
 Miller Modern Wood Stain
 Miller NW Weathergard'
 Miller Penetrating Conditioner
 Miller Performance
 Miller Polyurethane Varnish
 Miller Premium
 Miller Premium Enamel
 Miller Pure Paint
 Miller Rust Control Primer
 Miller Spar Enamel
 Miller Spar Varnish
 Miller Speed Enamel
 Miller Stain Blocking Primer
 Miller Super Color
 Miller Super Seal
 Miller Tuff Tread
 Miller Vapor-Lok
 Mirro Glide
 Monochem 1
 Monochem 200
 Monochem 21
 Monochem 300
 Monochem 300 WB
 Monochem 310
 Monochem 610
 Mono-Clean
 Monoseal
 Moorcraft Super Craft Interior Latex Primer
 Moorcraft Super Craft Latex Block Filler
 Moorcraft Super Craft Latex Eggshell Enamel
 Moorcraft Super Craft Latex Flat
 Moorcraft Super Craft Latex Semi-Gloss Enamel
 Moorcraft Super Hide Alkyd Semi-Gloss Enamel
 Moorcraft Super Hide Latex Eggshell Enamel
 Moorcraft Super Hide Latex Flat
 Moorcraft Super Hide Latex Primer/Undercoater
 Moorcraft Super Hide Latex Semi-Gloss Enamel
 Moore's Acrylic Masonry Sealer
 Moore's Alkyd Masonry Clear Sealer
 Moore's Alkyd Porch & Floor Enamel
 Moore's High Build Acrylic Masonry Primer
 Moore's K & B Enamel
 Moore's Latex Floor & Patio Enamel
 Moore's Muresco Ceiling White
 Moore's Swimming Pool Paint
 Moorgard Latex Low Lustre House Paint
 Moorglo Latex House & Trim Paint
 Moorlastic 100% Acrylic Elastomeric Waterproofing
 Coatings
 Moorlastic Acrylic Elastomeric-Fine Texture
 Moorlife Latex House Paint
 Multi-Pro™
 Multi-Surface Utility Enamel
 Natura Interior Zero Voc Latex Eggshell
 Natura Interior Zero Voc Latex Flat
 Natura Interior Zero Voc Latex Primer 511
 Natura Interior Zero Voc Latex Semi-Gloss
 Naturescapes
 Nelsonite Cleargard
 Nelsonite Deckgard (various colors)
 Nelsonite Speedcote (various colors)
 Novia/Amberseal Pack Satin
 Novia/Amberseal Pack Semi-Gloss
 Odds N Ends
 Odor Less Alkyd Primer/Sealer/Stain Killer
 Old Masters Brushing Lacquer
 Old Masters Fast Dry Stain

Old Masters Gel Stain
 Old Masters Graining Base
 Old Masters H2O Wood Stain
 Old Masters Oil Based Gel Polyurethane
 Old Masters Oil Based Polyurethane
 Old Masters Oil Based Quick-Dry Varnish
 Old Masters Oil Based Sending Sealer
 Old Masters Oil Based Super Varnish
 Old Masters Oil Based Spar Marine Varnish
 Old Masters Penetrating Sealer
 Old Masters Penetrating Stain
 Old Masters Tinting glaze
 Old Masters Water-based Clear Finish
 Old Masters Water-based Polyurethane
 Old Masters Water-based Sanding Sealer
 Old Masters Wiping Stain
 Old Masters Exterior Water -based Spar Urethane
 Olympic
 Olympic 15 Year
 Olympic Clear Wood Preservative
 Olympic Deck Fence and Siding Stain & Primer
 Olympic Fasthide
 Olympic Maximum
 Olympic Oil Stain
 Olympic One
 Olympic Premium Acrylic
 Olympic Premium Paint
 Olympic Stains (interior/exterior)
 Olympic Waterguard
 Olympic Weathering Stain
 Olympic WoodProtector
 One TIME Wood Preservative (various colors)
 Optilon
 Painter's Select
 Painters Series
 Painters' Friend®
 Palazzo
 Palladino
 Paralon 2
 Patio & Deck
 Patio Perfect
 Patio Tones
 PEEL-BOND
 Penofin Concrete & Masonry Stain
 Penofin Wood Finishes
 Perma-Crete® Masonry Coatings
 Perma-Crete® Primer
 Permanizer®
 Permaseal
 Permashield 100
 Permashield 1000
 Permashield 200
 Permashield 2000
 Permashield Base
 Permashield DTM
 Permashield NS
 Permashield Premium
 Permashield Sacrificial
 Permax
 Pitt-Cryl®
 Pitt-Cryl® Plus
 Pittsburgh Paints Grand Distinction
 Pittsburgh Paints Ultra
 Pittsburgh Paints Ultra Advanced Stain
 Pittsburgh Paints Weatherscreen Paint
 PLASTIC AND VINYL NT
 Plasti-Kote
 Portersept®
 Power guard color enhancer
 Power guard high gloss
 Power guard impregnator
 Power Guard low gloss
 Power guard penetrating sealer
 PPI™ Waterborne Finish
 Prelude
 Premier
 Premium
 Premium Ceiling White
 Premium Decor
 Premium Exterior Stain Acrylic Solid Deck
 Premium Exterior Stain Acrylic Solid Siding
 Premium Exterior Stain Alkyd Clear Finish
 Prep Step
 Prep-A-Wall Water Based Pre-Wallcovering Primer
 Preserva Wood
 Prestige
 Prime Lock Alkyd Based Primer/Sealer/Stain Killer
 Prime Lock Plus Alkyd Primer/Sealer/Stain Killer
 PRIME START
 Prime Time
 Prime Time Plus
 PRIME-N-SEAL
 Primero
 Pro Flat
 Pro Grade
 Pro Siding Plus™
 ProBond
 Proceed Decorative Paints
 ProCooustic
 Professional Coatings
 Profin:Gloss and Satin
 Pro-Master™ 2000 Latex (Including Primer)
 Pro-Plate Enamel - Rust Preventative Coating
 Puma
 Puma-XL
 Pure Performance®
 Quick Dry Zar Sanding Sealer (Gloss/Satin)
 Quick Stain
 Quik Hide
 Quikrete
 RADCON (VARIOUS COLORS)
 Rapid Roof HV
 Rapid Roof III
 Recover Recycled Paint Products
 Regal Premium Interior Latex Eggshell Finish
 Regal Premium Interior Latex Flat Finish

Regal Premium Interior Latex Matte Finish	Rudd Problend 350 VOC™ Spray/Wiping Stains (various colors)
Regal Premium Interior Latex Pearl Finish	Rudd Problend TC™ Spray/Wiping Stains (various colors)
Regal Premium Interior Latex Semi-Gloss Finish	Rudd Problend™ Spray/Wiping Stains (various colors)
Regal Premium Interior Primer	Rudd Pro-Hibuild™ Lacquer
Regal Select Premium Interior Eggshell	Rudd Pro-Hibuild™ Sealer
Regal Select Premium Interior Flat	Rudd Pro-Hibuild™ Undercoater (various colors)
Regal Select Premium Interior Matte	Rudd Prothane™
Regal Select Premium Interior Pearl	Rudd Pro™ Lacquer
Regal Select Premium Interior Primer	Rudd Pro™ Sealer
Regal Select Premium Interior Semi-Gloss	Rudd Quickstack™ (various colors)
Res-Cure DS	Rudd Terraset™ Stain Concentrates (various colors)
RESTORZ	Rust Arrestor
Roofers Choice	Rust Scat
Royal Supreme	Rustic II
Rubber Based Pool Paint	SafeChoice
Rudd Acryl Fin™ Finish	Safecoat
Rudd Aerodry™ (various colors)	Safecoat Naturals
Rudd Basetoner™ (various colors)	Satin Impervo Finish Enamel
Rudd Catalast™ Lacquer (various colors)	Satin Thane Finish
Rudd Chromacat™ Lacquer (various colors)	SeaFin AquaSpar Gloss and Satin
Rudd Chromawipe NVO™ Wiping Stain (various colors)	SeaFin Filler/Stain
Rudd Chromawipe™ Wiping Stain (various colors)	SeaFin Ship n'Shore Sealer
Rudd Colorplex™ Lacquer (various colors)	SeaFin Super Spar Varnish
Rudd Colorplex™ Undercoaters (various colors)	SeaFin Teak Oil
Rudd Colortools™ Base Toner Dye Stain (various colors)	Seal & Finish
Rudd Colortools™ Colorants (various colors)	Seal Grip® Primers (Acrylic & Oil)
Rudd Colortools™ Colorants (various colors)	Seal Lock Alcohol Based Primer/Sealer/Stain Killer
Rudd Colortools™ Dye Concentrates (various colors)	SENGUARD™
Rudd Colortools™ LH Spray Stain (various colors)	Severe Weather Contractor Finish
Rudd Colortools™ Wiping Stain (various colors)	Shake Shield
Rudd Duracat-V 550 VOC Lacquer	SheilStone Primer GL
Rudd Duracat-V 550 VOC Sealer	Shell Stone
Rudd Duracat-V Plus™ Lacquer	Shingle Seal
Rudd Duracat-V™ Lacquer (various colors)	Show Kote
Rudd Duracat-V™ Sealer (various colors)	Shur-Fill
Rudd Durafill™ Wood Filler	Silathane Ii Interior-Exterior Acrylic
Rudd Duralac™ Lacquers (various colors)	Silathane Interior-Exterior Alkyd
Rudd Excelite™ Lacquer (various colors)	Silk Stone
Rudd Fastwipe™ Wiping Stain (various colors)	Silken Touch®
Rudd Glaze Stain	Silken Touch® Ceiling White
Rudd Hi-build™ Fast Dry Finish	SILOX SEAL "A" SIDE
Rudd Hycryl™ Waterborne Finish	Simply Glaze
Rudd Hycryl™ Waterborne Sealer	Simpson Black Fill Coat
Rudd Hyplex™ Lacquer (various colors)	Simpson CAB Acrylic clear and pigmented lacquers
Rudd ISC™ Stains (various colors)	Simpson Contractors lacquers
Rudd ISS LH™ Spray Stains (various colors)	Simpson Conversion Varnish
Rudd ISS™ Spray Stains (various colors)	Simpson Mar -Proff Lacquers
Rudd IWS™ Wiping Stains (various colors)	Simpson Traffic /Curb Marking Paint
Rudd Natuseal™ Stains (various colors)	Simpson Vinyl Sanding Sealer
Rudd Nulustre™ Lacquer	Simpson Water White Lacquer
Rudd Nu-wave™ Lacquer (various colors)	Simpson Wood Coatings
Rudd Nu-wave™ Sealers (various colors)	Sinak HS-30
Rudd Nu-wave™ Stains (various colors)	Sinak Matter 20
Rudd On-site™ Lacquer	SkimStone® Protective Sealer
Rudd Plastiprime™ (various colors)	SkimStone® Select Finish
Rudd Primer Undercoater (various colors)	Skylight
Rudd Prism™ Waterborne Stains (various colors)	Smart Seal

Solid Color Exterior Stain
 Somay Acrylic Latex Primer/Undercoater
 Somay Elastomeric Patch & Seal
 Somay Elastomeric Wall Mastic
 Somay Field Line Marker
 Somay Gator-Hyde
 Somay HyCote
 Somay Premium Acrylic Latex Surface Conditioner &Primer
 Somay Premium Floor Enamel
 Somay Premium High Hyde
 Somay Premium PST
 Somay Premium Roof Paint
 Somay Roof Mastic
 Somay Sports Court Non-Skid coating
 Somay SterlShield Fungstatic Paint
 Spar Varnish
 Speedhide®
 Speedhide® Latex Block Filler
 Speedhide® MaxBuild™
 Speedhide® WB Alkyd (New Tech.)
 SpeedLine Lacquers
 Speedpro®
 Speedsheen
 Sport Paint (all colors)
 Sport Poly 350 Sga
 Sport Seal 350 Sga
 SR PRO 7
 Stainmaster
 STAIN-PROOF ORIGINAL™
 STAIN-PROOF PLUS™
 Start Right
 Step Safer
 Stick It
 Stifel GC
 Stifel SC
 Stifel VC
 Stix Acrylic Bonding Primer
 Stix Solvent Bonding Primer
 Stone Care International
 Stone Mason
 Storm Shield
 Stripers Choice Traffic paint
 Sun Proof® Paint
 Sun Proof® Stains
 Sunshield 3800
 Sunshield 3800FR
 Super Craft Latex Field Marking Paint
 Super Kote
 Super Kote 1000
 Super Kote 3000
 Super Kote 5000
 Super Spec 100% Acrylic Exterior Flat
 Super Spec 100% Acrylic Exterior Satin
 Super Spec 100% Acrylic Semi-Gloss Enamel
 Super Spec Acrylic Exterior Stain 179
 Super Spec Alkyd Calcimine Recoater
 Super Spec Alkyd Enamel Undercoater & Primer Sealer
 Super Spec Alkyd Exterior Primer
 Super Spec Alkyd Semi-Gloss Enamel
 Super Spec Busan 100% Acrylic Exterior Primer
 Super Spec DTM Sweep-Up Flat
 Super Spec DTM. Alkyd Low Lustre Enamel
 Super Spec Flat Latex House Paint
 Super Spec Green - Eggshell 781
 Super Spec Green - Flat
 Super Spec Green - Primer
 Super Spec Green - Semi-Gloss
 Super Spec Hp Alkyd Metal Primer
 Super Spec Hp Clear Acrylic Sealer
 Super Spec Hp DTM Acrylic
 Super Spec Hp DTM Alkyd Gloss Enamel
 Super Spec Hp DTM Alkyd Low Lustre Enamel
 Super Spec Hp DTM Alkyd Semi-Gloss Enamel
 Super Spec Hp Shop-Coat Alkyd Metal Primer
 Super Spec Hp Universal Metal Primer
 Super Spec Hp Urethane Alkyd Gloss Enamel
 Super Spec Interior Alkyd Satin
 Super Spec Latex Block Filler
 Super Spec Latex Eggshell Enamel
 Super Spec Latex Enamel Undercoater Primer & Sealer
 Super Spec Latex Exterior Primer
 Super Spec Latex Flat
 Super Spec Latex House & Trim Paint
 Super Spec Latex Pearl Finish
 Super Spec Latex Semi-Gloss Enamel
 Super Spec Latex Vapor Barrier Primer Sealer
 Super Spec Low Lustre Latex House Paint 185
 Super Spec Prep Coat White
 Super Spec Sanding Sealer
 Super Spec Satin-Fil
 Super Spec Stain Blocking Alkyd Primer
 Super Spec Sweep Up Alkyd Semi-Gloss
 Super Spec Sweep Up Latex Semi-Gloss
 Super Spec Sweep Up Spray Alkyd Eggshell
 Super Spec Sweep-Up Alkyd Flat
 Super Spec Sweep-Up Latex Flat
 Super Spec Sweep-Up Production Alkyd
 Super Sport
 Super Sport Finish w/o Crosslinker
 Super Sport Sealer
 Superdeck
 Superflat
 Supreme Acrylic
 Supreme Oil
 Sure Shine
 Sure Step™ Anti Slip Coating
 SureTred Deck Coating Kit
 Sur-Prep V Rust Converter
 SWC NatureColor® Base Coat (various colors)
 SWC NatureColor® Recoater (various colors)
 SWC NatureOne® 100% Acrylic Exterior (various colors)
 T20 II Multi Purpose Sealer
 Tack Coat
 Tag-Out Graffiti Paint
 Temproof 1200 Stove paint
 Tex Mettalic Top coat(different collors)

TexClear	Valspar Elan
Texcrete	Valspar Integrity
Texcrete Wb	Valspar Medallion
TexPrep Primer	Valspar Medallion Primers
TexProtect	Valspar Prep-Step Primers
TexSeal	Valspar Pro 2000 Interior Contractor Finish
Tile Guard	Valspar Professional Bonding Primer
Timber Pro UV Internal Wood Stabilizer	Valspar Professional Exterior
Timber Pro UV Crystal Urethane	Valspar Professional Exterior Primer
Timber Pro UV Deck & Fence Formula	Valspar Professional Interior
Timber Pro UV Internal Concrete Sealer	Valspar Professional New Construction Primer
Timber Pro UV Log&Siding Formula	Valspar Professional PVA Primer
Timber Pro UV Masonry Top Sealer	Valspar Restoration Series
Timberflex	Valspar Signature Colors
Timberflex II	Valspar Tractor & Implement
Timberflex Pro	Valspar Ultra Premium
Titanium Series	Valspar Weathercoat
Top Choice	Value
Total Wood Preservative	Velvin ETU
Total-ProTM	Veneciano
Tough Shield	Versatex
Tough Tex	Vinyl FlatTM
Tough Walls	Vinyl Latex Flat
Traffic Satin Single	Vista Duraspray
TRIM MAGIC	Vista Acribond
Tru Seal	Vista Acribond Aquaseal
Tru-Flex Tennis Court & Athletic Field Coatings	Vista Acriglo
TuffGuard	Vista Acripoxy
TWP	Vista Acritthane
TWP MILDEW SEALER	Vista Acritthane Sanding Sealer
UGL Pro Finish (all Gloss Levels)	Vista Acrylic Primer , Filler
Ultra Spec WB Interior Eggshell	Vista Acryliccoat
Ultra Spec WB Interior Flat	Vista Acustic Kote
Ultra Spec WB Interior Satin	Vista Block Kote
Ultra Spec WB Interior Semi-Gloss	Vista Breezewall
Ultra Tech Exterior Paint	Vista City Guard
Ultra Tech Interior Paint, Primer,Sealer	Vista Coverall
Ultra Tech Zero VOC	Vista Coverall Low Vis Maintenance
Ultra Zar Plus (Gloss/Satin)	Vista Duraglide
Ultra-Lastic	Vista Duratone
Ultra-Prime	Vista Hi Build Sealer
UltraTech Acrylic Wood Primer	Vista Metal Pro Primer
UltraTech Acrylic-Epoxy Concrete & Masonry Sealer	Vista Paint Coverall Maintenance Coating
UltraTech Universal Water-Based Metal Primer	Vista Premium Flat Wall
Unit-Ready	Vista PVA Primer
URA-FLOOR GLOSS WB URETHANE	Vista Roof Coating
Ure-Sheen	Vista Seal Kote PVA Sealer
Ure-Sheen CRU	Vista Tilt -Up Primer
Ure-Sheen CRU (CA)	Vista Unicoat
Ure-Sheen W	Vista Uniprime
UV Plus	Vista Weathermaster
UV Plus for Hardwoods	Vistat Uni-Prep
Valspar	VistaTerminator II
Valspar Anti-Rust	Vivid Accents
Valspar Climate Zone	Wall Kote
Valspar Color Style	Wall SupremeTM
Valspar Decorator	WallHide®
Valspar Duramax	Wall-Up

Waterblock Masonry Waterproofing Smooth
 Waterborne Ceiling Paint
 Waterborne Pool Paint
 Waterborne Satin Impervo Enamel
 Waterlox Original High Gloss Finish -TB 3182
 Waterlox Original Satin Finish-TB 6044
 Waterlox Original Sealer/Finish-TB 5284
 Waterlox VOC Compliant Satin Finish-TB 6035
 Waterlox VOC Compliant Satin FinishTB 6045
 Waterlox VOC Compliant Sealer/Finish-TB 6038
 Weather All
 Weatherproof Aluminum Paint
 Wipe on Zar (Semi Gloss/Satin)
 Woodline Poly
 Woodsman
 X-360 GREY
 X-360 PRIMER
 X-900 CLEAR COAT
 X-O Rust
 X-OUT PLUS
 X-SEAL

ZAP Primers
 Zar Ultra Exterior Polyurethane (all gloss Levels)
 Zar Classic (all Gloss Levels)
 Zar Clear Wood Sealer
 Zar Clear Wood Sealer Toner Base
 Zar Deck&Siding Stains Solid and Semi-Transparent (all colors)
 Zar Exterior Polyurethane (Gloss/Satin)
 Zar Exterior Water Base Polyurethane (Gloss/Satin)
 Zar Interior Polyurethane (all Gloss Levels)
 Zar Ultra Interior Polyurethane (all Gloss Levels)
 Zar Ultra Max OMU (all gloss Levels)
 Zar Ultra Max Rejuvenator
 Zar Ultra Max Sanding Sealer
 Zar Ultra Max Wipe On
 Zar Ultra Max Wood Stains (all colors)
 Zar Wood Stains (all colors)
 ZoneLine™ Zone Marking Paint
 ZoneMark™ Athletic Field Marking Paint
 ZoneMark™ Athletic Field Marking Paint

Appendix H. Template Letter of Interest



1500 RHODE ISLAND AVENUE N.W. • WASHINGTON, DC 20005 • T 202.462.6272 • F 202.462.8549

[insert date] _____, 2012

[Participant: Insert your entity name and address]

Re: Participation in the California PaintCare Paint Recycling Program

Dear [Participant: Insert your entity contact name]:

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

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

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

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

Very truly yours,
PaintCare, Inc.

By: _____

Marjaneh Zarreparvar
Executive Director

Date: _____

By: _____

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

Date: _____

Attachment A: Program Options

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

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

Attachment B: Program Information

- A. *List the following for each Collection Facility (permanent or temporary) that may participate in the PaintCare Program:*
- Facility name
 - Permit By Rule (PBR) or Event EPA ID# holder
 - Site address
 - Contact name, e-mail and phone
 - Days/date and hours of operations
 - Audience served (HHW, CESQG, both)
 - Volume of latex paint collected at site in FY 10-11
 - Volume of oil-based paint collected at site in FY 10-11
 - Can you store loosepack cubic yard totes of combined latex and oil-based paint? If yes, how many totes (forklift stackable 3 high) can your site hold? If you will separate oil-base and latex paint, how many of each type can you store on-site?
- B. *List the following for planned Collection Events where the location is TBD:*
- Number of sites in FY 12-13
Permit or EPA ID# holder
 - Anticipated date(s), address and hours of operations
- C. *List the following for current and proposed "satellite" sites that are serviced by you:*
- Site name
 - Site address
 - Days and hours of operations
 - Volume of latex paint collected at site in FY 10-11
 - Volume of oil-based paint collected your site in FY 10-11
 - Can the site store loosepack cubic yard totes of combined latex and oil-based paint? If yes, how many totes (forklift stackable 3 high) can the site hold? If the site will separate oil-base and latex paint, how many of each type can the site store on-site?
- D. *Explain any other HHW/paint collection service offered.*

Letters / Notifications of Interest

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

Letters / Notifications of Interest

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

Appendix J. GIS Report and Exhibits

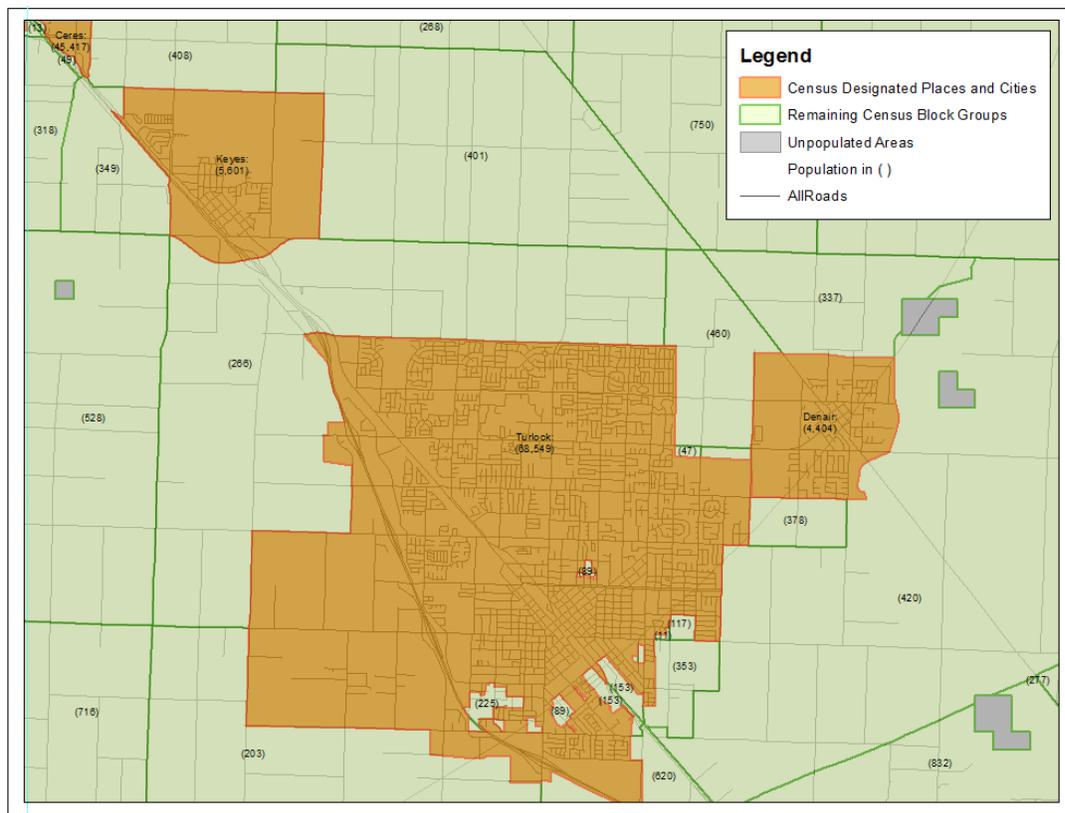


Service Level Methodology for California PaintCare

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

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

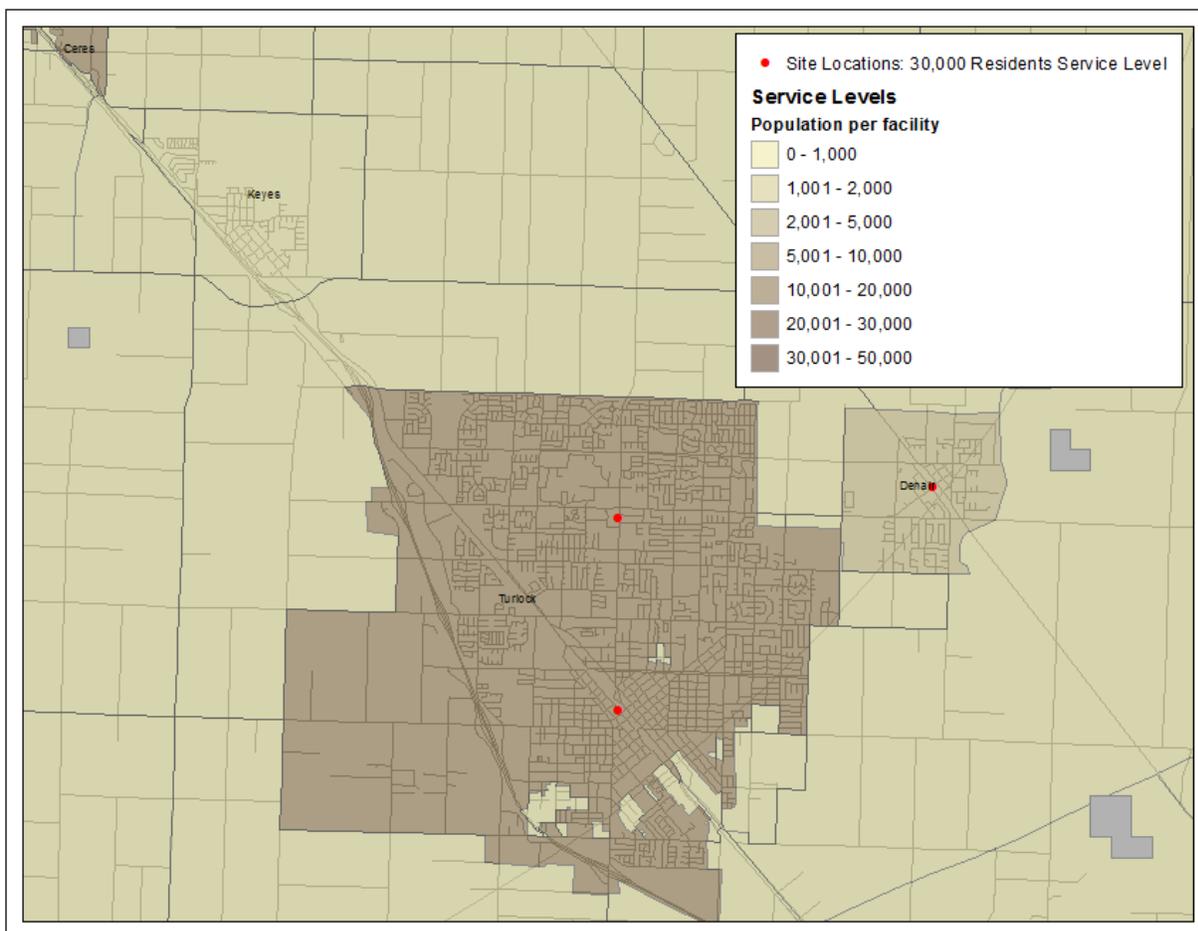
Figure 1, displays the final composite population dataset with roads overlaid on top.



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

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

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



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

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

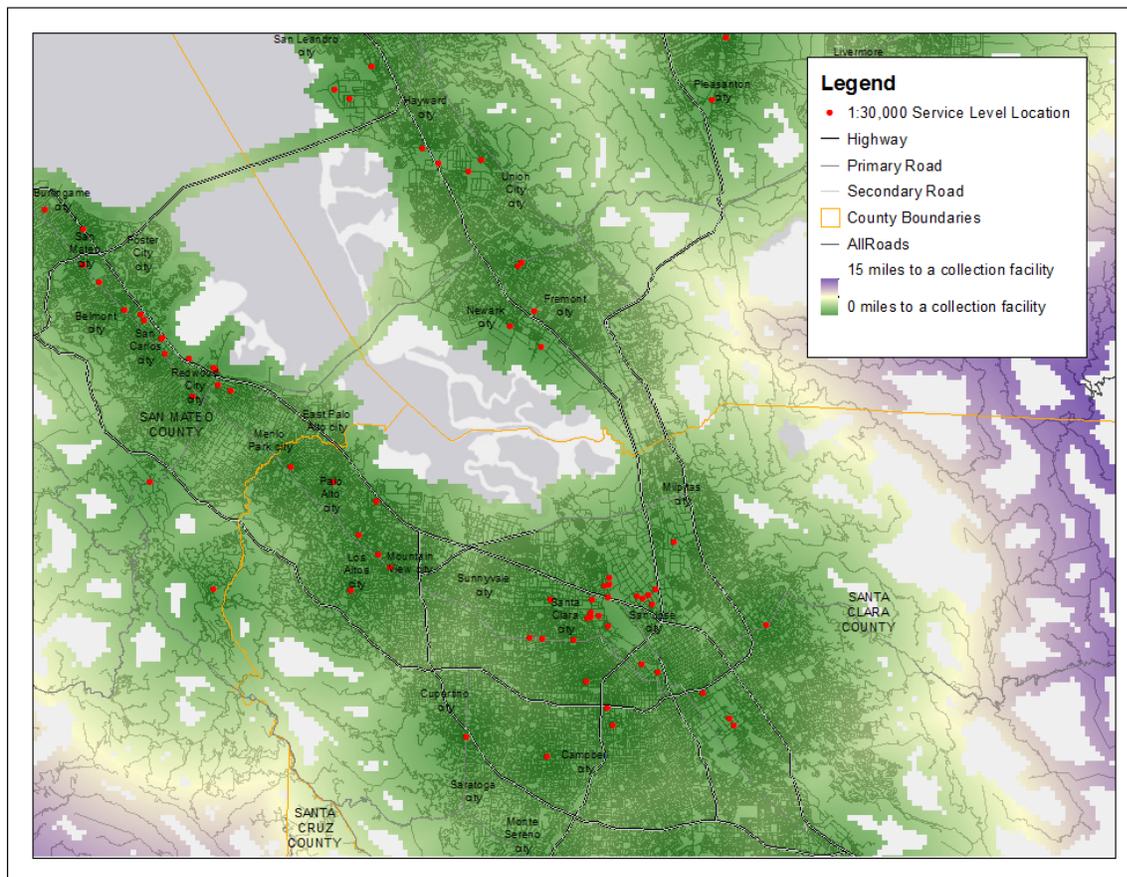
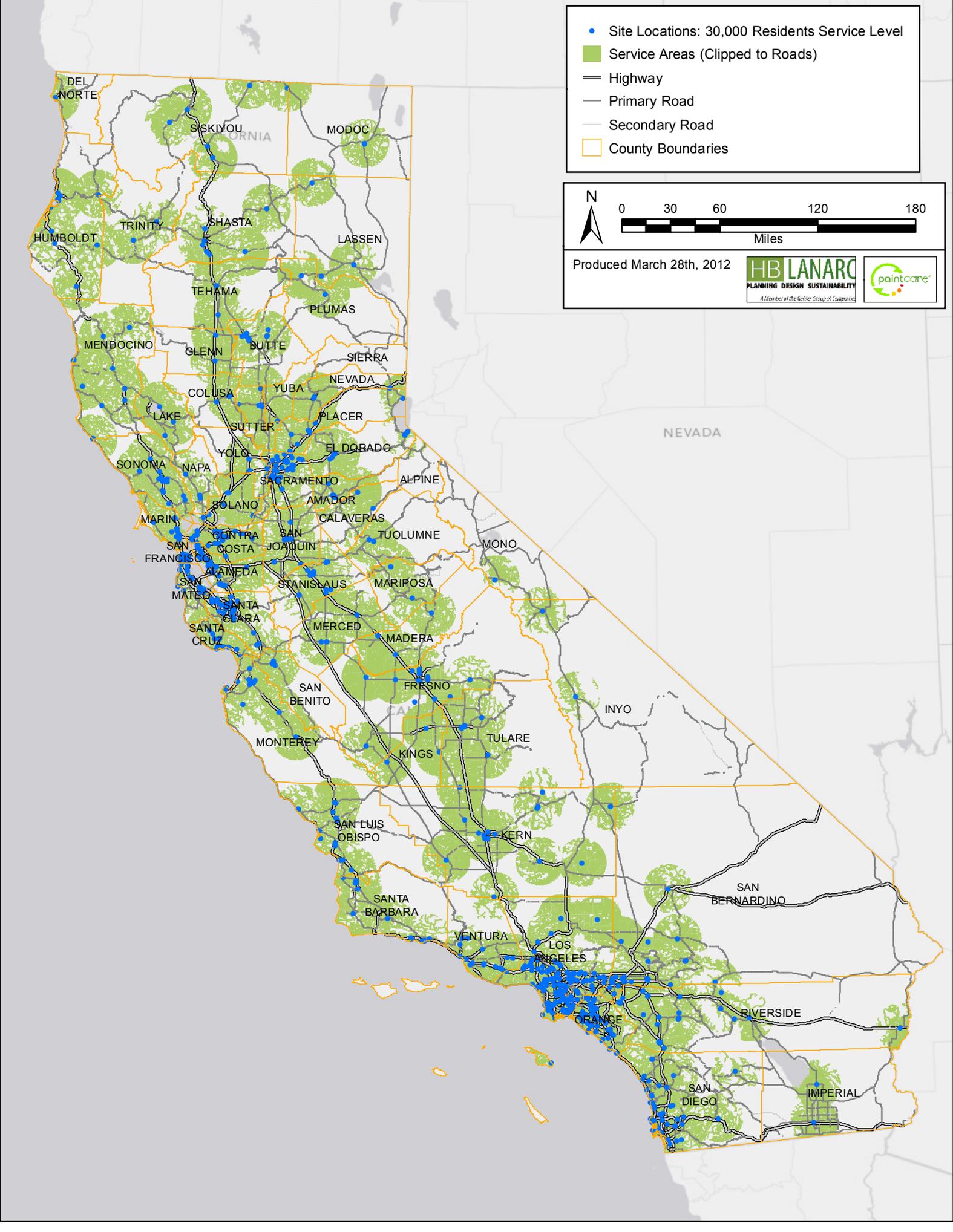
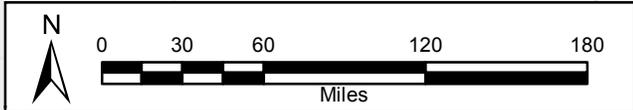


Table J. Number of Collection Sites Based on 30K or 50K Population Groups

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



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



Produced March 28th, 2012





CALIFORNIA PAINTCARE PAINT RECYCLING PROGRAM

1500 Rhode Island Ave, NW

Washington DC 20005

(206) 498-5005

Collection Site Guidelines (Draft 3/31/12)

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Appendices A-F

Contact Information

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

Section 1

PaintCare Collection Sites

Legislation

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

About PaintCare

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

PaintCare Provides

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

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

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

Collection Site Provides

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

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

PaintCare does not provide

The program does not provide personal protective equipment (PPE) or gear that may be required by the Occupational Safety and Health Administration (OSHA) regulations for your place of work.

Who can be a collection site?

PaintCare collection sites may be any of the following:

- Local government HHW facilities
- Local government HHW temporary events
- Paint retailers, including hardware stores that sell paint
- Other private or not-profit entities or businesses

If your site is an HHW facility:

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

General Requirements

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

- Accept program materials from people during your regular advertised or posted operating hours
- Have appropriate signage that informs the public of the hours of operation
- Have adequate space, staffing, and training to collect and store paint
- Display PaintCare poster (see Appendix F) to identify you as a collection site. This poster should be posted in a highly visible area, preferably at the entrance
- Have adequate comprehensive and/or commercial general liability insurance to cover potential risks and liability associated with activities on premises
- Comply with applicable federal, state and local laws, including zoning requirements for your activities. Comply with fire and building codes, state permit requirements (air, hazardous waste, water quality, solid waste or storm water permits; and OSHA requirements

Security

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

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

Storage area for paint bins

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

**Use and
maintenance
of paint bins**

-
- Limit public access to the storage area
 - Keep paint bins closed except when adding paint
 - Maintain enough space around paint bins to inspect for leakage and emergency access
 - Do not overfill paint bins
 - Pack 5 gallon containers on the bottom layer of the paint bin
 - Pack all containers upright and as tight as possible to protect contents from shifting and leaking in transit. Use safe practices for handling, storage, and management of materials
 - Use good-housekeeping standards; keep leftover paint storage areas clean and orderly
-

Section 2

Accepting Leftover Paint

What is “Architectural Paint?”

The most important responsibility of our collection location is to only accept Program material – defined as “Architectural Paint”. Chapter 3 includes a detailed list of paint types accepted by PaintCare.

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

Who can drop off paint?

The program accepts paint from the following types of people:

Households (residents) may drop off any Program product.

Businesses that generate less than 27 gallons of hazardous wastes per month may drop off any program product. These businesses are called CESQGs for “Conditional Exempt Small Quantity Generators.” They are often small painting contractors or property owners.

Businesses that generate more than 27 gallons of hazardous waste per month may drop off latex paint, but not oil-based paint. These businesses are called SQGs or LQGs (small and large quantity generators) and are typically larger painting contractors or big manufacturing businesses. These businesses are regulated by the government and they must use a hazardous waste firm to manage their hazardous waste, including oil-based paints.

How to know if a business qualifies

Anyone can drop off latex paint, but if a person is bringing in paint from a business and has a large amount of oil-based paint they need to read and sign the CESQG Declaration Form (see Appendix A) The form explains the difference between types of businesses and asks them to declare (with a signature) that they qualify for the Program. Once signed, you may accept their paint. Declaration forms may be reviewed by PaintCare or government agencies and compared with a list of registered hazardous waste generators to see that only businesses are using the Program.

Can sites charge fees?

No site may charge California residents to use the Program.

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

Section 3

What is Acceptable?

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

Containers

Acceptable

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

Not Acceptable

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

Program products

Acceptable products

- Interior and Exterior Paints: Latex, acrylic, water-based, alkyd, oil-based, enamel (all types of finishes and sheens, including textured coatings)
- Deck coatings and floor paints (including elastomeric)
- Waterproofing concrete/masonry/wood sealers and repellents (not tar-based or bitumen-based)
- Melamine, metal and rust preventative
- Primers, undercoaters and sealers
- Stains and Shellacs
- Swimming Pool Paints (single component)
- Varnishes and urethanes (single component)
- Lacquers, Lacquer Sanding Sealers, and Lacquer Stains
- Wood Coatings (containing no pesticides)

Unacceptable products

- Industrial Maintenance Coatings
- OEM and Industrial surface coating (shop application) paints and finishes
- Aerosol Paints
- Automotive Paints
- Marine Paints
- Craft Paints
- Caulking Compounds, epoxies, glues or adhesives
- Colorants and tints
- Resins
- Paint Thinners, mineral spirits or solvents
- Paint Additives
- Pesticide containing products
- Roof patch or repair
- Tar-based or bitumen based products
- 2-Component Coatings
- Deck Cleaners
- Road Marking or Traffic paint
- Aircraft & railcar paints
- Joint compound for drywall
- Any product labeled “for industrial use” or “for professional use” or “not for residential use”

Section 4

Operations

Greet the Consumer

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

Examine the Product

Screen products to ensure that only the following are accepted:

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

Screen paint to ensure that the following are not accepted:

- Non-program paint
 - Alkyd paint from SQGs or LQG businesses (see page 5)
-

Collection site Limits

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

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

If you have a participant with a significant amount of paint that your location cannot manage, have them contact a PaintCare representative for additional assistance. We may direct them to a Collection site that can manage large loads.

Refusing an Unacceptable Product

Do not accept unacceptable containers (leaking) or non-program Products (automotive paints), from any participant. Retail staff will explain:

Why the product cannot be accepted (not part of program, unlabeled, etc.)

Refer the customer to the local government run HHW collection program, garbage hauler or health department. for assistance.

Note: HHW sites can typically accept containers not accepted by PaintCare.

Storing & Packing Paint Bins

Place containers into bins immediately upon acceptance to minimize the possibility of spills.

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

Place all containers upright to avoid leaks or spills.

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

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

Never overfill a paint bin

Make sure the paint bin lid sits flat on top the paint bin

All paint products must be stored in paint bins at all times.

Closing a collection site

Please notify PaintCare in writing at least 60-days before stopping collection services to give us adequate time to remove your information from Program promotional materials. Post a sign at the entrance to the site to notify the public 30 days prior to the last day of operation that you will no longer be accepting paint

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

Section 5

Paint Exchange

This section only applies only to PaintCare sites that offer Paint Exchange.

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

Paint Exchange Requirements

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

Paint Exchange material must be sorted and displayed in a separate storage area by collection site staff.

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

Collection sites are required to track the volume and number of cans of latex and oil-based paint given away through the paint exchange for reporting and invoicing purposes.

Section 6

Working with Haulers

PaintCare contracts with private haulers (hazardous waste transportation companies) to for the delivery of supplies, bins and pick-up of full paint bins.

Scheduling the hauler to pick up paint bins

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

When ordering a shipment for pick-up please indicate:

- Name of Site and address
- Your name
- Your phone number
- Number of full bins to be pickup and the number of empty bins for replacement

Sites should not expect next-day service. Allow a minimum of three business days from the time of your call to actual pickup. In remote areas of the state, you time may be much longer. For temporary (one day) HHW events, the hauler should be arranged at least two-weeks before the event.. Once a pickup has been scheduled, your hauler will confirm the pickup date.

Preparing paint bins for removal

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

Section 7

Inspections & Records

Inspections

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

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

Record Keeping

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

- Inspection records
 - Employee training records
 - CESQG certification records
 - Shipping records for off-site shipments (Bills of Lading)
-

Chapter 8

Training & Safety

Training

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

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

Ensure paint drop off activities follow general health & safety practices including proper lifting techniques. and

Ensure staff are equipped for and understand hazards associated with leftover paint. Maintain training plans and records for each employee

Safety

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

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

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

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

Emergency procedures and contact information template are included in this guide.

Chapter 9

Spill Response

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

Spills

Avoid spills in the first place through good housekeeping, safe material handling techniques, storage, and management practices. Paint storage bins should be in a clean, accessible area.

Clean up any spill or release of leftover paint immediately and place spill residue in a sealed container in a paint collection site bin. Contact the PaintCare program to replenish spill kit materials as needed

Reporting

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

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

Post emergency contact numbers including police, fire department, and emergency services, and Emergency Response System (OERS).

Spill Kits

This program provides each collection site with a spill kit containing:

- Latex gloves
- Safety glasses
- Absorbent
- Instruction sheet
- Plastic bags

Any material used should always be replaced. Contact PaintCare for replacement items.

**Spill Response
Procedures**

A small spill can be managed by collection site staff using the following steps:

Isolate the area and restrict access to the spill.

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

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

Contain the spill by placing absorbent pads or granular absorbent on the spill. Place barriers around storm drains to prevent a release to the environment.

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

Document the date, type, location, amount and type of material spilled. Report the spill to PaintCare as required.

A. CESQG Declaration Form

About this form

If your business produces more than 220 pounds of hazardous waste per month, you may use the program for only latex paint (and a few other water based program products) but not for oil based paint (and related products). You must use a licensed hazardous waste hauler to transport and manage products other than latex paint.

By signing this form, you are declaring that your business does NOT generate more than 220 pounds (about 27 gallons) of hazardous waste per month and are therefore qualified to use this program. This type of business is referred to as a CESQG or "Conditional Exempt Small Quantity Generator" by the government.

Certification

By signing this document, I certify that my business complies with requirements for CESQG status, I also understand that the dropoff site accepting my products does not assume liability for my waste and that future liability remains with my organization.

<i>Business or organization name:</i>
<i>Address of business or organization:</i>
<i>Name of person bringing in paint (please print):</i>
<i>Title:</i>
<i>Signature:</i>
<i>Phone:</i>

B. CESQG Certification Log Book

Conditionally Exempt Small Quantity Generator Certification

State and federal hazardous waste laws limit the use of hazardous waste DROPOFF programs to those organizations that produce, in one month, less than 100 kilograms (25 gallons or 220 pounds) of hazardous waste, 2.2 pounds of acutely hazardous waste, or 220 pounds of spill-cleanup debris containing hazardous waste. Additionally, your organization must have accumulated less than 2,200 pounds of hazardous waste on-site. Organizations that generate more than this amount are required to use a licensed hazardous waste hauler to manifest and transport their waste.

By signing this document, I certify that my organization complies with requirements for conditionally exempt generator (CESQG) status, I also understand that retailer accepting this waste does not assume liability for my waste and that future liability remains with my organization.

Business or organization	Name of person dropping off paint (please print)	Signature	Phone Number

C. FAQs for Businesses

How do I know if I generate a hazardous waste?

Many products contain certain chemicals or have properties that make them hazardous to human health and the environment. You generate hazardous waste in many ways when you:

- Decide a chemical product is no longer usable,
- Take the waste product of a process and put it in a container for disposal,
- Clean up a spilled chemical product, or
- Clean equipment with a chemical-based cleaner.

Hazardous wastes are categorized based on the characteristics or criteria they exhibit. The four main categories are flammability, toxicity, corrosivity (acids & bases), and reactivity.

Common hazardous wastes can include:

- Alkyd paint
- Solvents
- Paint Thinners
- Cleaners
- Pesticides
- Unusable products
- Process wastes
- Corrosives (acid and bases)
- Un-emptied aerosol cans

Can businesses participate in the PaintCare program?

Businesses, non-profit and government organizations may manage their alkyd (oil based) paint in the leftover paint collection program if they are a Conditionally Exempt Small Quantity Generators (CESQGs). If your business does not meet the conditions for being a CESQG, you may not manage your leftover oil-based paint in the PaintCare program but you may use it for your latex paint. Typical businesses that qualify as CESQGs are small to medium sized painting contractors and apartment house owners, but there are many others.

How much hazardous waste can I generate and remain a CESQG?

In general, a CESQG can *generate* up to 220 pounds (about 27 gallons) of hazardous waste each calendar month. This quantity limit includes all hazardous waste generated at a facility. If your business generates more than 27 gallons per month, you are a Small Quantity Generator (SQG). If it's more than 270 per month, you are a Large Quantity Generator (LQG).

D. Paint Exchange Waiver

By signing below, I waive, release and hold harmless PaintCare Inc., PCA Paint Stewardship Inc., its agents, employees from any liability, claim, injury or damage resulting from the handling or use of paint obtained for reuse from the PaintCare paint program.

For all materials that I obtain from the PaintCare paint program, I accept with full understanding and appreciation of the actual or potential dangers stemming from the proper or improper use. I accept all risk related to my receipt or use of such paint.

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

Type of paint (water based/latex or oil based/solvent)	Number of Containers – Approx. Volume (in gallons)	Staff Initials

Print Name

Signature

Date

F. Example of Poster



**DEPARTMENT OF RESOURCES RECYCLING AND RECOVERY**

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

December 6, 2011

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

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

Dear Alison,

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

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

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

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

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

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

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

Sincerely,

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

Carol Mortensen, Director



Cc: Sande George
Gene Livingston

Appendix M. Latex Paint Processors

Acrylatex Coatings and Recycling Inc.

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

Amazon Environmental Inc.

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

California Paint Recycling Inc.

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

Filter Recycling Services Inc.

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

GDB International Inc.

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

Visions Paint Recycling Inc.

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