



PaintCare

Oregon Paint Stewardship Pilot Program Plan

Submitted by:

Alison A. Keane, Esq.
Executive Director
PaintCare Inc.
1500 Rhode Island Ave., NW
Washington, DC 20005
akeane@paint.org

Submitted to:

Dick Pederson, Director
c/o Abby Boudouris,
Household Hazardous Waste Coordinator
Oregon Department of Environmental Quality
811 SW 6th Avenue
Portland 97204
503-229-6108
boudouris.abby@deq.state.or.us

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A. Executive summary

Oregon has passed legislation (Chapter 777 Oregon Laws 2009) which provides for the establishment of a statewide paint stewardship pilot program through a stewardship organization which will:

- (1) Establish an environmentally sound and cost-effective architectural paint stewardship program;
- (2) Undertake responsibility for the development and implementation of strategies to reduce the generation of post-consumer architectural paint;
- (3) Promote the reuse of post-consumer architectural paint; and
- (4) Collect, transport and process post-consumer architectural paint for end-of-product-life management.

PaintCare Inc. is the industry non-profit association formed by the American Coatings Association (ACA), (formerly the National Paint and Coatings Association (NPCA)) as the “stewardship organization” of the producers of architectural paint sold in Oregon. ACA is a voluntary, nonprofit trade association working to advance the needs of the paint and coatings industry and the professionals who work in it. The organization represents paint and coatings manufacturers, raw materials suppliers, distributors, and technical professionals. ACA serves as an advocate and ally for members on legislative, regulatory and judicial issues, and provides forums for the advancement and promotion of the industry through educational and professional development services. PaintCare is a non-profit corporation incorporated in the state of Delaware and registered to do business in Oregon. PaintCare will operate the program and architectural paint manufacturers selling in Oregon will be participants in PaintCare.

PaintCare has engaged Product Care Association to develop, implement and manage the Oregon paint stewardship pilot program. Product Care is a not-for-profit industry sponsored association that manages product stewardship programs for paint and for other household hazardous and special waste on behalf of its members across Canada. Product Care manages stewardship programs in British Columbia for paint, flammable liquids, pesticides and gasoline, and in Nova Scotia, Saskatchewan and New Brunswick for paint only. Product Care also provides program management services to other stewardship programs. Product Care Association has incorporated PCA Paint Stewardship, Inc., an Oregon non-profit, to manage Program delivery services. Appendix A displays an organizational chart illustrating the roles of the entities involved in the Program. Appendix B displays a timeline for Plan implementation including contracting with collection sites, securing contracts from all service providers and education and outreach.

This plan will be amended in the event of substantive changes to the Program, subject to approval of Oregon DEQ.

The key elements of the Oregon PaintCare program will be:

- **Collection:** a statewide network of permanent collection sites serving consumers needing to dispose of leftover paint. Collection sites may include retailers, local government and other service providers. Collection will also include collection events.
- **Transportation:** filled collection bins will be transported from the collection sites to consolidation points or to processors using qualified haulers.

- **Processing:** management of the collected post consumer paint for end-of-product-life management, including reuse, recycling, energy recovery and disposal.
- **Outreach and education:** a public awareness and education program including a website and point of sale information focusing not only on collection, reuse and recycling, but waste prevention/waste minimization.
- **Administration:** PaintCare will administer the program as the stewardship organization. Paint producers will report sales and remit to the stewardship organization the assessment required to fund the program.

The legislation provides that the program plan must be submitted to Oregon Department of Environmental Quality (DEQ) no later than March 1, 2010, and will begin on or before July 1, 2010 and will end on June 30, 2014, the “sunset” (repeal) date of the legislation. Appendix C contains the full text of the Enrolled Bill.

B. Oregon PaintCare Program Plan

1. Oregon Paint Stewardship Legislation:

The development of a paint stewardship program has been studied by the State of Oregon for some time. In 1997-8 Oregon Department of Environmental Quality operated “PaintSmart!” a one year pilot program to collect and manage leftover paint and to educate the public on ways to reduce the quantity of leftover paint.

Oregon Chapter 777 Oregon Laws 2009 (the “Legislation”) was signed into law on July 23, 2009 and provides, in part:

Section 4(3) Beginning no later than July 1, 2010, or two months after the plan is approved under subsection (1) of this section, whichever occurs first, the stewardship organization must:

- (a) Implement an architectural paint stewardship pilot program described in the plan;
- (b) Provide for the development and implementation of strategies to reduce the generation of post-consumer architectural paint; and
- (c) Promote the reuse of post-consumer architectural paint and undertake the responsibility of negotiating and executing contracts to collect, transport, recycle and process post-consumer architectural paint for end-of-product-life management that includes recycling, energy recovery and disposal using sound management practices.

2. Stewardship Organization and Participation of Producers

The Legislation provides:

Section 2(1)(12) “Stewardship organization” means a corporation, nonprofit organization or other legal entity created by a producer or group of producers to implement the architectural paint stewardship pilot program described in sections 1 to 10 of this 2009 Act.

and further:

Section 3(1) A producer or retailer may not sell or offer for sale architectural paint to any person in this state unless the producer is participating in a statewide architectural paint stewardship pilot program organized by a stewardship organization.

PaintCare Inc.: PaintCare, Inc. (“PaintCare”) is a non-profit corporation under the laws of Delaware, which has been created by ACA as the “stewardship organization” required by the legislation.

The board of PaintCare consists of 9 non-paid representatives of architectural paint manufacturers. PaintCare has three non-paid officers, a President, Executive Director/Secretary, and Treasurer. PaintCare has contracted with Product Care Association to implement and manage the Program.

PaintCare Program Participants: Participation in PaintCare is open to all Producers who are obligated under the Oregon law, including Producers who are not members of ACA. A

recruitment list/database of all producer participants has been assembled to date and is provided at Appendix D. This list will be updated and provided to Oregon DEQ again prior to the start date of the program. The list will then be updated as necessary and provided to DEQ within 30 days of any change.

3. Program Products

Program Products: The Legislation defines Architectural Paint as follows:

Section 2(1)(a) 'Architectural paint' means interior and exterior architectural coatings sold in containers of five gallons or less.

(b) 'Architectural paint' does not mean industrial, original equipment or specialty coatings.

Program Materials: Architectural paint is sold in Oregon primarily through retail stores, which may be dedicated paint stores, hardware stores, home improvement stores or other. Purchasers may be residential consumers, trade painters, institutions or businesses. All architectural paint can be classified as either latex (water based) and alkyd (oil-based).

Non-Program Materials: Non-program materials, whether paint (e.g., industrial coatings) or non paint products (e.g. paint thinners), are not accepted by the Program as they introduce unfunded costs and safety hazards into the system. Minimization of non-program material will be achieved through public education, signage, site guidelines. Persons abandoning products at or near collection sites contrary to law may be subject to enforcement proceedings by state authorities. Any incidental non-program material which does enter the collection system will be segregated at the time of processing. The program's outreach and education component will provide consumers with contact information for the management of non-program material.

Distinguishing Between Program and Non-Program Products: In order to distinguish between what is a program product (architectural paint), for the purpose of the assessment and what coatings should not be assessed the fee (non-program products), the Program is using the definitions and terminology from EPA's Architectural and Industrial Maintenance National Regulation (AIM Rule).

Defining Program Products:

Architectural coating means a coating recommended for field application to stationary structures and their appurtenances, to portable buildings, to pavements, or to curbs. These coatings would be included program materials and would be assessed the fee.

This definition excludes adhesives 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.

Defining Non-Program Products

Industrial maintenance 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 nonaqueous 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 the AIM Rule distinguishes between architectural and industrial maintenance coatings is the manufacturer’s recommendation. In fact, industrial maintenance 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 coating is labeled as an industrial product and not intended for architectural use, it is not a program product and will not be assessed the fee.

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, or repairing process (i.e., original equipment manufacturing coatings or “OEM”).

OEM or shop application coatings are not program products and will not be assessed the fee.

Lastly, in order to distinguish **Specialty or Special Purpose Coatings**, the Program uses the definition from the Federated Society of Coating Technology’s Coatings Encyclopedic (since the AIM Rule does not have a definition), which states that these coatings include aerosols, arts and crafts, and automotive refinish coatings.

These specialty products are not program products and will not be assessed the fee.

Communication on Program Products: Based on experience in other paint stewardship programs, the Program has develop explanatory information to assist all stakeholders (consumers, retailers, collection sites, manufacturers) in determining what products are included or excluded from the program (see “Communications” below). See Appendix E for a list of products accepted/not accepted by the Program that will be used in these communications.

4. Registration of Producers and Brands

The Legislation prohibits the sale by a retailer of any paint manufactured by a Producer not participating in the Program:

Section 3(1) A producer or retailer may not sell or offer for sale architectural paint to any person in this state unless the producer is participating in a statewide architectural paint stewardship pilot program organized by a stewardship organization. A retailer is in compliance with this section if, on the date the architectural paint was ordered from the producer or its agent, the website maintained by the Department of

Environmental Quality lists the producer, along with the producer's product brand, as participating in an architectural paint stewardship pilot program.

Producers who are Program participants are required to register and provide a list of all brands manufactured as part of the Producer's reporting obligation to the Program. From this reported information, the Program has provided a list to DEQ for publication on the DEQ website. As many producer/brand agreements with retailers, commonly referred to as "private label" agreements, are deemed confidential business information, publication of the list of producers and brands must not specify which brands are being produced by which manufacturers. Private label agreements (or services) are products that are manufactured or provided 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 confidential in order to protect the arrangements from outside competitive interests. Thus, the Program will provide a list of manufacturers participating in the program and a list of product brands separately. PaintCare will agree to provide a list identifying individual producers/participants to specific brands to DEQ upon request on the condition that PaintCare will submit as Confidential Business Information and DEQ will protect under applicable law. PaintCare and DEQ also commit to pursue revision of the legislation in the next session so that this information will be protected from public disclosure.

PaintCare will ensure that every brand by each participating manufacturer is covered under the Program (being assessed the fee), and by providing both lists for DEQ to post on the DEQ website, will fulfill the intent of the legislation, which is to enable a retailer to quickly ascertain whether or not it is legal to sell the architectural paint in Oregon. When there is one brand being produced by multiple manufacturers, PaintCare will ensure that all producers selling that brand in or into Oregon are participating in the Program. In addition, there would never be a brand listed that was not manufactured by a participating producer. See Appendix F for a current list of Brands covered by the Program. This list will be updated and provided to Oregon DEQ again prior to the start date of the program. The list will then be updated as necessary and provided to DEQ within 30 days of any change.

5. Product sold and available for collection

Product Sold: Sales of Architectural Paint in Oregon are not separately tracked at this time. Estimates have been derived by pro-rating national architectural paint sales data by population, resulting in estimated sales in Oregon in 2009 of 7.75 million gallons of Architectural Paint. Following implementation, the Program will acquire accurate sales data from Participant reporting, and future year projections will then be revised. Sales vary from year to year with general economic activity and related home-building/renovation activities. There will also be regional and seasonal variations. Table 1 provides an estimate of the volume of Architectural Paint sold.

Available for collection: Architectural Paint is designed to be consumed by application to building and other surfaces. Although the amount actually recovered can be determined, it is difficult to determine exactly how much of the product is available for collection. The lag time between purchase of the paint and the decision that the leftover product is unwanted, and then the additional time taken to return it to a site can vary greatly. Architectural paint products are often used by consumers over a span of years and have a long shelf-life so a product sold in a given year may not be determined by the owner to be "unwanted" for several years.

It is possible that the introduction of an architectural paint stewardship program offering improved accessibility and consumer awareness will result in a higher than expected return rate of stored leftover paint in the early part of the program, which may also impact return rates in later years.

Studies on Leftover Paint Quantity: Since the amount of leftover paint that is unwanted or available for collection is unknown, PaintCare used various studies on the subject that included data from Canadian programs, and OR DEQ data, to estimate the amount available for collection, the recovery rate and capture rate. Specifically, PaintCare took into consideration:

- “Consumer Architectural Coatings Disposal Study” conducted by NFO Research, Inc. for the National Paint and Coatings Association (ACA),
- 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 Environmental Protection Agency;
- “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; and
- “Paint Product Stewardship Initiative Infrastructure Report” prepared by SCS Engineers for the Washington State Department of Ecology.¹

The NFO study found that among all returning households (749 out of 1,000 surveyed), the total average amount of leftover paint per household was 0.375 gallons. In the Background Report, the Product Stewardship Institute estimated that leftover paint generation is 16 million to 35 million gallons annually, or 2.5 to 5.5 percent of paint sold remains as leftover paint.

EPA’s Quantifying study estimated that between six and 16 percent of paint sold remains as leftover paint. The Infrastructure Report considered scenarios of 5 percent, 10 percent, and 15 percent of paint sales resulting in leftover paint, consistent with both the PSI and EPA studies.

The Infrastructure 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.” Thus, the report used 25%, 50% and 75% as capture rates. Finally, consistent with the ACA study, the Infrastructure Report 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 mid ranges. These values corresponded with data from existing programs, with newer programs experiencing the low ranges and more mature programs being in the mid ranges.

Estimating Oregon’s Collection Volume. PaintCare considered the information from the studies described above, as well as the data available from current Oregon collection programs to estimate the amount available, recovery and capture rates. This Program plan uses:

- an initial 10% “Available for Collection” rate.
- an initial 7.1% recovery rate (of Program Product sold)
- an initial 71% capture rate (of Program Product available for collection).

¹ These reports can be found in their entirety at the PPSI website at:
<http://www.productstewardship.us/displaycommon.cfm?an=1&subarticlenbr=131>

Available data shows Portland Metro to be generating 65% of the volume of leftover paint collected in the state, although it represents only 42% of the state population. Portland Metro's collected volume data is considered to be reliable and to provide a good reference point, since the program has been operating for many years and offers good service levels.

Data on collected volumes for the rest of the state ("Non-Metro") are based on data collected by DEQ from municipal programs, however data quality and program service levels vary. See Appendix G for quantities of leftover paint collected in local government and DEQ sponsored events in 2007 and 2008.

The Program assumes that the Portland Metro volume will remain relatively steady, but that with improved collection service, the Non-Metro volume will grow significantly in the first year of the Program to 45% of the collected volume for the state, and then statewide collected volume will continue to increase at an annual rate of 6%, arising primarily from the Non-Metro area.

Based on this analysis, the data in Table 2 will be used initially in determining the amount available for collection, and will be reviewed after the Program begins. Table 3 provides the Program's estimates of what the recovery and capture rates will be based on preliminary data from the year 2009 and available forecast data. Estimates for the following years represent program targets. All data is consistent with the studies and estimates made in the reports referenced above. However, the quantities of paint actually recovered by the program will be tracked and compared to the quantity sold (to determine the actual recovery rate) and also compared to the quantity estimated to be available for collection (to determine the actual capture rate) and these targets will be revised accordingly.

	2010-11	2011-12	2012-13	2013-14
Gallons latex	6,200,000	6,262,000	6,355,930	6,483,049
Gallons oil based	1,550,000	1,565,500	1,588,983	1,620,762
Total gallons sold	7,750,000	7,827,500	7,944,913	8,103,811
rate of increase	1%	1.5%	2%	3%
latex-alkyd split				
latex	80%	80%	80%	80%
alkyd	20%	20%	20%	20%

	2010-11	2011-12	2012-13	2013-14
Gallons latex	542,500	547,925	556,144	567,267
Gallons oil based	232,500	234,825	238,347	243,114
Total gallons available for collection	775,000	782,750	794,491	810,381
% available for collection	10%	10%	10%	10%
latex-alkyd split				
latex	70%	70%	70%	70%
alkyd	30%	30%	30%	30%

Table 3: Recovery and Capture rate (% captured of available for collection) (Fiscal Year July 1st – June 30th)				
	2010-11	2011-12	2012-13	2013-14
Gallons latex	384,105	407,152	431,581	457,476
Gallons oil based	164,617	174,494	184,963	196,061
Total gallons collected	548,722	581,645	616,544	653,536
% of quantity sold	7.1%	7.4%	7.8%	8.1%
% of available for collection	71%	74%	78%	81%
latex-alkyd split				
latex	70%	70%	70%	70%
alkyd	30%	30%	30%	30%

6. Program Budget and Funding

The Legislation provides:

Section 4(2) The plan must:

(c) Include a funding mechanism whereby each architectural paint producer remits to the stewardship organization payment of an architectural paint stewardship assessment for each container of architectural paint the producer sells in this state. ... To ensure that the funding mechanism is equitable and sustainable, a uniform architectural paint stewardship assessment must be established for all architectural paint sold in this state. The architectural paint stewardship assessment must be approved by the director as part of the plan and must be sufficient to recover, but not exceed, the costs of the architectural paint stewardship pilot program.

Budget and Assessment Rate: The proposed assessment rate is:

<i>1/2 pint container or less</i>	\$ 0.00
<i>> 1/2 pint to 1 quart container</i>	\$ 0.35
<i>> 1 quart to 1 gallon container</i>	\$ 0.75
<i>> 1 gallon to 5 gallon container</i>	\$ 1.60

The amount of the assessment is based on a multi-year budget for the duration of the pilot program period (i.e., the period from the program start date until June 30, 2014) which will be provided under separate cover to Oregon DEQ as confidential business information. If, as the program progresses, it appears that the assessment rate is insufficient to cover program costs, or substantially exceeds program costs, PaintCare will submit a request to Oregon DEQ to modify the assessment rate.

The following is a budget summary:

(July 1 st – June 30 th)	2010-11	2011-12	2012-13	2013-14
Units sold	6,139,625	6,201,021	6,294,036	6,419,917
Program Revenue:	\$ 4,518,477	\$ 4,563,661	\$ 4,632,116	\$ 4,724,759
Program Expenses	\$ 4,531,912	\$ 4,248,219	\$ 4,479,631	\$ 4,691,298
Annual Surplus/Deficit	\$ (13,435)	\$ 315,442	\$ 152,485	\$ 33,461
Accumulated Surplus / Deficit	\$ (13,435)	\$ 302,007	\$ 454,493	\$ 487,954

*budget data for 2104 is for full year for budgeting purposes, however Legislation provides that pilot program will end June 30, 2014.

The deficit budgeted for 2010 will be financed by ACA. Any surplus remaining at the end of the Pilot Program period will be carried over into a permanent program, if any, or will be used to cover program wind up costs. Appendix H is a flow chart which illustrates the flow of program funds.

Producer Reporting: Obligated producers will report sales and pay the assessment to PaintCare based on sales of architectural paint in Oregon, on a monthly basis, using an online secure filing system. The reporting required will be:

- the number of units of program paint in each container size range
- type of paint – alkyd or latex, to enable calculation of recovery rates

The Program will maintain confidentiality of manufacturer sales information. Only aggregated data will be disclosed.

Compliance Reviews: The Legislation also provides:

Section 4.2(c) ... The architectural paint stewardship assessment must be added to the cost of all architectural paint sold to Oregon retailers and distributors, and each Oregon retailer or distributor shall add the assessment to the purchase price of all architectural paint sold in this state. The architectural paint stewardship assessment may not be described as an Oregon recycling fee at the point of retail, and a fee may not be charged to the consumer at the point of collection of post-consumer architectural paint.

Subject to the legislation, the assessment may appear as a separate charge at retail, but can not be charged at the time the paint is returned for collection (see Proposed Collection section below). PaintCare will implement a system of reviews to ensure compliance with the required assessment obligations. Compliance reviews will include site visits and reviews of records. Producers will be reviewed on a frequency determined by the Program. The program will actively review the Oregon marketplace in order to identify producers and brands not participating in the program and to ensure the assessment is being applied and communicated correctly. Any producers not participating in a program will be reported to DEQ. It is in the best interest of the Program participants to comply with the requirements of the legislation to ensure a level playing field for

all producers and retailers; keep the assessment at the lowest amount possible; and secure a balanced and fully operational budget.

7. Outreach and Education

The Legislation provides:

Section 3(2) At the time of sale to a consumer, a producer or retailer selling or offering for sale architectural paint must provide the consumer with information on available end-of-product-life management options offered through an architectural paint stewardship pilot program.

and further:

Section 4(3)the stewardship organization must....

(b) Provide for the development and implementation of strategies to reduce the generation of post-consumer architectural paint; and

(c) Promote the reuse of post-consumer architectural paint ...

(4) A stewardship organization shall promote the architectural paint stewardship pilot program and provide consumers with educational materials describing collection opportunities for post-consumer architectural paint and information promoting waste prevention, reuse and recycling. The educational materials must also make consumers aware that funding for the operation of the architectural paint stewardship pilot program has been added to the purchase price of all architectural paint sold in this state.

Outreach and Education plan

PaintCare provided the communications firm with numerous reports on education, outreach and consumer behavioral changes conducted through the PPSI or in conjunction with PPSI efforts. These reports included:

- “Residential Paint Survey: Report and Recommendations,” conducted by McKenzie Moore Associates for the PPSI (available at: http://www.productstewardship.us/associations/6596/files/Paint_FinalResSurvey.pdf)
- “Recommendations for Oregon Demonstration Project Pilot Consumer Education Campaign,” prepared by McKinley Marketing for ACA (available at: http://www.paint.org/issues/post_consumer.cfm).
- “Paint Stewardship Focus Group Report,” conducted by Manzanita Market Research, LLC for San Joaquin County, California under a grant from the California Integrated Waste Management Board (available at: http://www.calpsc.org/products/docs/2009/SJ_paint_project/Paint%20Stewardship%20Focus%20Group%20Report.pdf)

Based on analyses of these reports and their own experience in Oregon, the communication firm has developed an education and outreach strategy which included the following objectives:

- building awareness of the program among consumers
- identifying what products are included in the program
- identifying collection site locations

- emphasizing the negative environmental impact if leftover paint is not managed properly
- emphasizing the purchase of the correct amount of paint in order to reduce the amount of leftover paint
- promoting the reuse of leftover paint
- promoting recycling and proper disposal of leftover paint

Most of these themes are consistent with ACA’s “Be Paintwise” 5 point program for leftover paint (available at http://www.paint.org/pubs/leftover_paint.pdf), which was developed through the multi-stakeholder Paint Product Stewardship Initiative (PPSI), a 6-year, multi-stakeholder dialogue on the management of post-consumer paint management, involves representatives from the paint industry, state and local governments, the Environmental Protection Agency (EPA), recyclers, and retailers, among others, and includes:

- Buy the correct amount of paint for the project
- Store paint properly to keep it fresh
- Use up leftover paint
- Reuse or Recycle
- Dispose of the paint properly

Delivery mechanisms for the communication program will include, but are not limited to:

- **Point of Sale Materials** – The Program will distribute point of sale information for use by retailers, which will include public awareness and education material including:
 - Signage – posters will be printed to advise consumers of the program and how to obtain information as well as identify certain retailers as collection sites.
 - Counter Cards – will be produced which include the information contained in the “Be Paintwise - 5 point program for leftover paint” (see above) as well as information about the PaintCare program, including the assessment rate.
 - Container labeling – in consultation with Producers, and subject to applicable regulations, the Program will make available to Producers the ability to use the program logo, website address www.paintcare.org, and 1-800 CLEANUP number on their labels, paint containers, or paint sundries to assist consumers in learning about the program, reuse and recycling options and to find collection sites.
 - “Paint Calculators” – Paint Calculators to assist consumers in calculating the correct amount of paint to buy will be included with some of these materials (e.g., posters, retailer communication and training). PaintCare’s consumer paint calculator is provided at Appendix I – this is meant to be a last resort tool should a consumer not have availed themselves to more precise calculators offered online (including through PaintCare.org) or at one of the paint retail outlets. It is also meant to be a signal to consumers to stop and request assistance from a retail salesperson for help in “buying the right amount of paint” as stated in PaintCare’s promotional materials.

Point of Purchase materials will be distributed by PaintCare to retail outlets in Oregon prior to the start date of the Program. PaintCare will keep point of sale materials stocked throughout the Program by regular restocking and by request.

- **Municipal and Other Collection Sites** – collection centers that are not retail sites will also be provided education and outreach materials, such as counter cards. In addition, downloadable print ready files will be available from the Program website that can be

customized for municipal and private collection site participants. Partnering opportunities will be sought such as advertising in local garbage calendars and distributing program brochures with municipal mailings.

- **Website** – www.paintcare.org will provide information for consumers, retailers, brand owners, municipalities and other stakeholders including:
 - information about the pilot program
 - accepted program products
 - consumer product information, such as the “Be Paintwise 5-point Program”
 - paint calculators to assist in the purchase of the correct amount of paint
 - collection site locations, including hours of operation, via a zip code locator
- **1-800 Number** – PaintCare will provide a nationwide 1-800 CLEANUP on a 24/7 basis, enabling consumers to find Collection sites, including hours of operation, via a zip code locator

Both the website zip code locator and the 1-800-CLEANUP number will give consumers access to all collection sites including municipal HHW sites that accept all HHW products – not just Program Products. The 1-800 CLEANUP number provides bilingual service in English and Spanish. The program will consider having the website and other communication and promotional material also available in Spanish where warranted.

- **Media Awareness** – the Program will generate “earned media” through the issuance of media releases and providing information to news media. A timeline for such is provided in Appendix S.
- **Oregon DEQ** – coordination with outreach and education resources of Oregon DEQ.
- **Trade Painters** – trade painters are significant consumers of paint products. Dedicated mailings to trade painters and related associations (such as apartment owners) will be provided.
- **Other:** The Program will implement other social marketing tools and promotion methods including web advertising, radio advertising and Yellow Pages, and trade show events. A timeline for such is provided in Appendix S.

Awareness Survey: The program will conduct two consumer awareness surveys within the first year of the program in order to measure the success of the communications strategy. In order to assess whether or not the education and outreach efforts, including budget for such, are sufficient the awareness surveys and other information reported through the annual reporting obligations under the legislation will be used for evaluation. See Appendix J for samples of the Point of Sale materials and other education and outreach materials.

8. Collection System

The Legislation provides that the plan must:

Section 4(2)(a) Provide for convenient and available statewide collection of post-consumer architectural paint in urban and rural areas of this state.

The Program will provide collection locations across the state. In order to provide good service levels to consumers, it is intended that most collection sites will be open several days per week. All locations will collect all program products (latex and oil-based paints), will be staffed during operating hours and will service both residential and commercial users in accordance with the Collection Site Standards discussed below. Collection sites will not charge consumers who drop off leftover Architectural paint.

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

- homeowners – all Program Products
- commercial painters and businesses that are Conditionally Exempt Generators (CEGs):
 - all latex paint Program Products
 - alkyd paint Program Products subject to applicable quantity limits,
- commercial painters and businesses that are large and small quantity hazardous waste generators under applicable federal regulations (40 CFR Part 262):
 - all latex paint Program Products
 - no alkyd paint Program Products

For more information, see Section 8, Environmental Regulatory Requirements below.

Proposed Collection Sites: The Program anticipates that the program collection system will include:

- Local government HHW collection sites
- Local government HHW events
- Participating retailers
- Other participating locations
- Additional events managed by the program if needed

The program has contacted each permanent local government collection site with regard to having the collection site continue to provide architectural paint collection service to the program, on the basis that the program will be responsible for all post collection costs, including picking up and managing the collected program paint.

Some local government collection sites may currently limit access to the collection sites based on address of residency, or type of consumer (e.g. homeowners only). The Program will endeavor to ensure that all Program collection sites serve all consumers needing to dispose of Program products.

In addition, the Program intends to work with all local government and state-run HHW events, where feasible and mutually agreed upon, to take all architectural paint collected at these events and cover all post-collection expenses. As paint is often half or more of the weight of material collected at HHW collection site or events, the costs of the local government to manage these services are expected to substantially reduce following the commencement of the Program.

The Program will also implement a system of return-to-retail collection sites. These sites will be added to the existing infrastructure in order to fill-in areas where service currently does not exist or may be too inconvenient for a consumer to utilize. As per Section 9 Environmental

Regulatory Requirements, it is the Program's understanding that these sites will not require solid or hazardous waste permits under federal or state law as the Program products are non-hazardous or exempt materials and the retail locations are serving only as collection sites.

The Program will engage other locations and supplemental events as necessary to ensure convenient and available collection in both urban and rural parts of the state. Initial contacts have already been made with scheduled HHW events, and upon plan approval the Program will begin contracting with the events conditioned upon mutual acceptance of terms. The Program's goal is to have convenience determined via permanent facilities – events will be considered in addition to yet to be determined convenience levels. The list of communities and governments events that will be included have yet to be determined as contracting will not begin until the Program has started; will be conditioned upon mutual acceptance of terms; and may be initiated based on the existence of the new Program, though not previously anticipated.

The following outlines the Program's current intent in regard to providing collection service and how it compares to the current collection infrastructure. Given that this is a pilot program, PaintCare does not have a standard to determine convenience. Instead, PaintCare has committed to providing better convenience than is currently provided today in the state of Oregon (current baseline) and has outlined numerous metrics to be used in qualifying such. PaintCare does not believe that one metric alone can determine convenience, so has provided various metrics and intends on establishing a minimum goal to maintain while determining convenience through the pilot. As stated below, the Program will update DEQ within 30 days of any changes once the permanent system is in place.

Current Convenience and Availability: Currently leftover paint is collected at 11 Household Hazardous Waste (HHW) facilities serving 19 counties in Oregon. Seven counties have HHW events only and 10 counties have no HHW service. See Appendix K for a list of current HHW programs. In 2009 Portland Metro sponsored 30 HHW collection events in the Portland Metro area and there were 39 community sponsored events and 3 DEQ sponsored events elsewhere in the state. Currently, only 3 retail stores continue to accept leftover paint from consumers from the Paint Smart program.

Proposed Convenience and Availability: The Program will use distance and population as criteria for determining convenient and available statewide collection under the legislation. The Program will use a 15 mile radius as the criteria for distance and incorporated cities and towns. The PaintCare system of collection sites as proposed in the Program Plan would establish paint collection sites within a 15 mile radius of 97.21% of residents who live in all incorporated cities, towns, and Census Designated Places (CDP)² in Oregon. Based on the current Oregon population of 3,471,700, as reported by the US Census, 71.88% of the Oregon population will have a collection site within 15 miles of where they live, which PaintCare believes fulfills the intent of a statewide program and provides a baseline for further evaluation.

PaintCare will set up collection sites in 3 phases (data represents the percent of population in

² CDP is defined as a statistical entity defined for each decennial census according to Census Bureau guidelines, comprising a densely settled concentration of population that is not within an incorporated place, but is locally identified by a name. CDPs are delineated cooperatively by state and local officials and the Census Bureau, following Census Bureau guidelines. Beginning with Census 2000 there are no size limits.

cities or towns residing in state). These sites are detailed in Appendix L and provided via maps in Appendix M. Phase 1 sites are identified via the blue shaded rows. Appendix L will be updated to identify phase 2 and 3 sites prior to those phase-in start dates.

- Phase 1 (July 1, 2010) 45 sites – 94.78% of the population living in incorporated cities, towns and CDPs and 70.08% of the entire population of Oregon. Phase 1 will include locations to provide statewide coverage.
- Phase 2 (October 1, 2010) 78 sites – 97.14% of the population living in CDPs, incorporated cities and towns and 71.83% of the entire population of Oregon. Phase 2 will include areas without any collection sites as well as remaining larger cities without collection sites and additional collection sites in metropolitan areas.
- Phase 3 (December 31, 2010) 91 sites – 97.21% of the population living in CDPs, incorporated cities and towns and 71.88% of the entire population of Oregon. Phase 3 will fill in areas that still do not have coverage or do not have coverage within a 15 mile radius as well as additional coverage in metropolitan areas.

This system represents 34 out of 36 counties, which represents 98.89% of the total population in Oregon. For the remaining portion of the population that does not have a permanent collection location within a 15 mile radius, PaintCare will strive to provide regular service in at least one area in their county or the closest population center where paint is purchased.³

Prior to an actual baseline being established in the first year, the Program will notify DEQ prior to each phase-in date with an updated list of collection sites and of any changes to sites already submitted in prior phases. As the collection infrastructure will be evolving throughout the first year of the program, subsequent to Phase 3 being implemented, PaintCare will update DEQ every 30 days with additions or changes to the collection infrastructure for the first year of the program. As stated previously, once a permanent infrastructure is in place and identified through the annual report, for the remainder of the pilot PaintCare will notify DEQ within 30 days of any changes to this service level and an explanation of any changes to the plan.

Collection site hours of operation vary depending on the type of facility. Most retail sites will be open at least 5 days a week, including a weekend day, and 8 hours per day. Many local government facilities are only open during limited hours. In addition, many communities rely on collection events as permanent sites are not possible or economic. As stated, the Program will work with current or new collection event coordinators to accept the architectural paint collected at these events. In many cases these collection events serve the more rural areas of the state that are not near a PaintCare collection site.

PaintCare will strive to serve all areas of the state, particularly rural areas by addressing gaps in coverage as the pilot rolls-out and as evaluated and reporting in the annual reporting requirements under the legislation. PaintCare will continue to assess the convenience and

³ For example: 1. Gilliam County will not have a PaintCare program collection site because they have household hazardous waste collection available at the solid waste landfill in Arlington. The Arlington landfill operator has declined to be a PaintCare collection site. 2. Sherman County is served by the Tri-County Hazardous Waste and Recycling program that provides scheduled collection events in Sherman County. The program has agreed to participate in the PaintCare program. There is also a retail collection site in The Dalles (Wasco County), a major retail center for these communities.

availability of the collection sites system, including the level of service provided by communities served by HHW sites with infrequent operating hours, and if needed, will endeavor to establish additional collection sites in areas not served by the existing facilities and if a permanent site cannot be located, will consider running Program-sponsored paint collection events.

Collection Site Procedures: The Program will enter into contracts with each collection site which will cover respective roles and responsibilities. A sample contract is provided in Appendix R. A Collection Site Procedures Manual will be distributed to and maintained by all collection sites and events. The manual will be referenced in the Collection Site agreement. The manual will include information on the following:

- Collection Site Standards [See Appendix N]
- CEG Screening Procedures [See Appendix O]
- Program products information [See Appendix E]
- Information on the management of the Paint Exchange program including required waiver forms
- Reporting requirements
- Management requirements and operational procedures.

Collection site operators will receive training from the Program, including site visits, with respect to collection site procedures including customer service and environmental risk reduction.

Collection site personnel will be required to visually inspect, but not open, containers of post consumer paint to confirm that they are program products, and then pack them in the collection containers.

Currently some local government sites bulk the collected paint, (i.e., drain the consumer containers received into a larger container), usually with the intention of saving costs or space. Such practices will be reviewed by the Program with individual sites to determine if appropriate for the Program. The Program will coordinate logistics for the collection system, arranging the drop off of empty collection bins and pick up of full bins. Collections sites will be trained and collection containers will be in place prior to the site becoming operational.

The Program website will include a “find your nearest collection site” system that is both map based and list based. Each collection site listing will provide address, operating hours and any special instructions particular to that location.

Collection Container System: Each collection site will be equipped with one or more collection containers in which to receive and temporarily store containers of leftover paint. Collection sites will be required to keep collection containers in a secure location, not accessible outside of operating hours. For the purpose of operational efficiency, consideration will be given to using standard collection containers, taking into account site requirements and collection container systems currently in use.

Paint Exchange: In order to increase the quantity of leftover Architectural Paint which is re-used, Program collection sites and other locations will be invited to offer “Paint Exchange” to their customers. In the Paint Exchange program, better quality containers of paint are placed on display shelving and available at no cost to another consumer (see Processing) .

Large Volume Users: Certain sites that are better able to handle large volumes may be designated as “preferred sites” for commercial painters. Advance notice of large volumes may be requested to ensure proper storage and handling at the collection site. The program will give consideration to special direct pickups for high volume users. Collection sites may voluntarily limit the amount of paint accepted from a customer at any one time. PaintCare will recommend this, particularly for retail collection site with limited collection container space. PaintCare recommends a limit of 5 gallons of paint per week, per customer, however, the decision on actual limits imposed will be at the sole discretion of individual collection sites.

Collection Site Inspections: The Program will conduct site visits of all collection sites on a routine basis (generally at least once per year) to ensure compliance by the site with Program requirements, as well with health, safety and environmental standards and/or in response to complaints or compliance issues.

9. Environmental Regulatory Requirements:

In this section the Environmental Regulatory Requirements applicable to the Program are considered and summarized.

Hazardous Waste Management Requirements

Alkyd paint will be managed under the Program as an ignitable hazardous waste according to applicable hazardous waste management requirements found in 40 Code of Federal Regulations (CFR) Parts 260-268 and Oregon Administrative Requirements (OAR) Title 340, Divisions 100-106.

Latex paint does not exhibit a hazardous waste characteristic and will be managed as a non-hazardous solid waste.

Households: Household waste, including HHW, is exempt from federal hazardous waste regulations and liability under RCRA Subtitle C. Therefore, HHW is not regulated under RCRA as a hazardous waste (see 40 CFR 261.4(b)(1)). Programs that collect HHW do not need a Subtitle C permit or EPA identification number, and HHW can be transported without following hazardous waste transportation regulations (e.g., people can bring HHW to a collection facility in their cars). No quantity of HHW or length of time of accumulation triggers the Subtitle C requirements. To be defined as “household” waste and thus be exempt from federal hazardous waste regulations, the waste must be generated by individuals on the premises of a residence for individuals (a household) and composed primarily of materials found in the wastes generated by consumers in their homes. The household waste exemption applies to HHW through its entire management cycle. The waste collected through a HHW collection program does not lose its exemption by being consolidated with other household waste. In summary, leftover paint from households is exempt from RCRA requirements and collection facilities do not need a permit to collect. If a program accepts only waste from households, there are no applicable federal hazardous waste regulations.⁴

Non-Households: Non-households (businesses, government organizations, non-profits) are subject to federal and state hazardous waste management regulations depending on the amount of waste generated and accumulated (see 40 CFR 261.5 for exclusion details). Non-household

⁴ See EPA’s Household Hazardous Waste Management Manual,” Appendix A at: http://www.epa.gov/epawaste/consERVE/materials/pubs/manual/appdx_a.pdf

latex paint can be accepted since it is not a hazardous waste. In addition, entities generating and accumulating small amounts of hazardous waste can be “conditionally exempt” from hazardous waste management regulations, so that alkyd paint will be accepted from these sources, if they:

- produce less than 220 pounds of hazardous waste each month,
- produce less than 2.2 pounds of acutely hazardous waste each month, and
- Accumulate no more than 2,200 pounds of hazardous waste on site at any one time.

Conditionally Exempt Generators: Businesses and organizations meeting certain conditions are called Conditionally Exempt Hazardous Waste Generators (CEGs). Hazardous waste generators are conditionally exempt from the federal hazardous waste regulations if they generate less than 100 kilograms (approximately 220 pounds or about half of a 55-gallon drum) of hazardous waste per month. Like HHW, CESQG waste is exempt from most of the federal hazardous waste requirements. No Subtitle C permit or EPA identification number is needed, and CESQG waste can be transported without following the federal hazardous waste transportation requirements. Because CESQG waste is conditionally exempt throughout its management cycle, collection programs managing CESQG waste are not covered by the federal hazardous waste regulations. CESQGs are responsible for ensuring that their waste is managed in compliance with federal requirements.⁵ Furthermore, collection facilities that receive both HHW and CEG waste do not become subject to Subtitle C regulations even when those wastes are mixed.⁶

The Program will provide appropriate materials to collections sites (particularly, retail collection sites) during training in order to ensure only appropriate materials are collected, and thus, exempt from RCRA requirements and Oregon Requirements. It is the Program’s understanding that since retail sites will only be serving as collection points for these materials and since these materials are either non-hazardous or exempt from hazardous waste requirements, retail collection facilities will not need a federal or state solid or hazardous waste permit. [See Collection Site Standards at Appendix N and CEG Screening Procedure at Appendix O].

The Program will **not** accept leftover architectural alkyd paint and alkyd paint related materials from businesses and organizations not meeting the conditions for the CEG exemption although latex paint can be accepted from all consumers. Hazardous waste generators generating more than 220 pounds of hazardous waste per month or accumulating more than 2,200 pounds of hazardous waste at any one time are prohibited from using the program to manage their hazardous waste alkyd paint. For more information on determining what is a hazardous waste is refer to DEQ’s waste determination fact sheet at: <http://www.deq.state.or.us/lq/pubs/factsheets/hw/HazardousWasteDetermination.pdf>).

Oregon’s Prohibition Against Removing or Mixing Recyclable Material and Disposal of Source Separated Recyclable Material

PaintCare will mandate through contracts that all service providers must comply with all applicable local, state and federal laws.

⁵ See EPA’s Household Hazardous Waste Management Manual,” Appendix A at: http://www.epa.gov/epawaste/conserves/materials/pubs/manual/appdx_a.pdf

⁶ See EPA Memorandum “RCRA Subtitle C Requirements Applicable to Household Hazardous Waste Collection Programs Collecting Conditionally Exempt Small Quantity Generator Waste (June 22, 1992), at <http://www.paint.org/pubs/protocol.pdf>, Appendix H.

OR DEQ has alerted PaintCare to specific Oregon requirements for recyclable material. Oregon law prohibits a person from mixing source separated recyclable material with solid waste, and requires that source separated recyclable materials collected or received for recycling be reused or recycled (ORS 459.080(3) and OAR 340-090-0090(2), respectively).

PaintCare does not believe that the post-consumer architectural paint to be managed in the Program is the kind of source separated recyclable materials the above referenced laws intended to regulate, as the post-consumer architectural paint to be managed in the Program does not fall within the definition of “recyclable materials” for the purposes of ORS 459A.080(3) or OAR 340-090-0090(2).

Recyclable material is defined as “any material or group of materials that can be collected and *sold for recycling at a net cost equal to or less than the cost of collection and disposal* of the same material” (*emphasis added*) (OAR 340-090-0010(30)). The post-consumer architectural paint managed by the Program can not be sold – in fact, the Program will have to pay for these materials to be recycled, where practicable, at a cost greater than the cost to collect and dispose. Thus, no revenue can be generated by these paint materials, at a net cost equal to or less than the costs of collection and disposal. Therefore, providers servicing the Program with respect to recycling of post-consumer architectural paint would not be subject to the requirements for source separated recyclable materials.

Moreover, the post-consumer architectural paint to be managed under this program has specific enabling legislation, enacted subsequent to the regulations cited above, which allows paint producers or their product stewardship organization to “collect, transport and process post-consumer architectural paint for complete *end-of-product-life management*,” not just reuse or recycling (*emphasis added*). In fact, the legislation spells out that the collection, transportation and processing of the post-consumer architectural paint for end-of-product-life management *includes* reuse, recycling, *energy recovery and disposal* (*emphasis added*) (See Sections 1 and 4(c)(3) – OR Enrolled Bill 3037). Furthermore, the legislation mandates sound environmental practices be used in the end-of-life-product management of the post-consumer architectural paint, the definition of which again includes, not just reuse and recycling, but tracking of the disposal of the post-consumer architectural paint. Thus, the Program is allowed to collect post-consumer architectural paint for the purposes of reuse, recycling, energy recovery and disposal and not subject to Oregon’s mixing and disposing of source separated materials regulations.

Stormwater Management

The Oregon Department of Environmental Quality administers the federal stormwater permitting program requirements of 40 CFR Part 122. Under this program, certain business sectors and municipalities are required to obtain a federal stormwater permit. Facilities processing leftover paint may be subject to stormwater permitting requirements. (See 40 CFR 122.26 for permit applicability).

Refer to http://www.epa.gov/npdes/pubs/sector_n_scraprecycling.pdf for information on facility stormwater permitting requirements. Unless unusual site conditions exist, it is unlikely that collection sites will need a state stormwater permit.

Spill Reporting

Persons managing left over paint are subject to state and federal spill reporting requirements. They are required to immediately clean up any spill of hazardous material and report releases of hazardous materials into the environment they are responsible for. [See Collection Site Standards at Appendix N]

Under the program management requirements, participants are required to report any spill of left-over paint that enters or threatens to enter waters of the state (including streams and storm drains) and any spill of left-over paint of 10 gallons or more that is not cleaned up immediately. The Program believes that most alkyd paints exhibit the hazardous waste characteristic of ignitability and under 40 CFR Part 302.4 the reportable quantity for an unlisted ignitable hazardous waste is 100 pounds. Assuming that a 1 gallon of alkyd paint weighs 10 pounds, a release of more than 10 gallons of alkyd paint would exceed the reportable quantity. Because of the high visibility of paint spills, we are proposing that **any release of paint** to the storm drain or waters of the state be reported. For additional information regarding spill reporting requirements, refer to: <http://www.deq.state.or.us/lq/pubs/docs/hw/SQGHandbook/SQGChap13.pdf>.

Oregon's Material Recovery and Waste Generation Survey

DEQ conducts an annual survey of all collection service providers and private recycling companies to gather data on post-consumer recycling. The Program will provide DEQ with this information, and will coordinate with Program service providers (including local government collection sites) to avoid duplication of reported data.

10. Transportation

The Legislation provides that the Program will:

Section 4(3)(C) Promote the reuse of post-consumer architectural paint and undertake the responsibility of negotiating and executing contracts to collect, transport, recycle and process post-consumer architectural paint for end-of-product-life management that includes recycling, energy recovery and disposal using sound management methods.

General: An effective transportation system is required to ensure that the collection system operates efficiently. The transportation system for the program will visit each collection site on a regular basis to pick up full collection containers of leftover Architectural paint, and to drop off empty collection containers and any related supplies. Collection containers may be consolidated at hub locations into full trailer loads.

Transportation to the Collection Site: will be the responsibility of the owner of the leftover paint. Under US Department of Transportation hazardous material requirements, household hazardous waste is an exempted material.

Leftover paint transported by non-household entities may be transported to the collection facility as a "material of trade" subject to reduced DOT requirements. This exception allows for the transport of certain hazmat materials without being burdened by full compliance with shipping papers, marking, placarding, packaging, etc. Transportation of paint is limited to a package not more than 66 pounds or 8 gallons and aggregate gross weight cannot exceed 440 pounds under this exemption. The Program will limit the amount of paint accepted by the collection site to quantities of paint equal to or less than the amount in the materials of trade provision.

Transportation Service Providers: The Program is contracting out the transportation service requirements of the Program to PSC. The contract with PSC is expected to be completed before March 1, 2010.

PSC will be required to comply with applicable state and federal DOT regulations. Transportation of leftover paint from the collection site will be conducted using the DOT “special permit” DOT-SP 11624, allowing leftover paint to be transported in cubic yard containers with reduced labeling requirements. [See Appendix Q for Special Permit Requirements]

Transportation service providers must utilize a Tracking and Audit system, by which collection containers will be tracked from collection site to processor. Transportation service providers will also be subject to audit. (See Material Tracking and Audit Section).

11. Processing and Recycling

Factors affecting recycling and disposal options: The objective of the Program is to eliminate the improper disposal of paint in the environment, while recovering the resources present in leftover paint where feasible.

Factors affecting management options for leftover paint:

- type and condition of returned paint
- capacity of paint reprocessing facilities
- current technology for reprocessing paint
- markets for recycled paint

The condition in which the leftover paint is returned may limit the available management options. If containers are not sealed properly for storage, the paint becomes hardened due to evaporation and may be no longer useable or recyclable. If latex paint is frozen a number of times, it is not suitable for reuse or recycling. Ultimately the method of storage and the timing of the decision to dispose of the paint is 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 paint in an effort to reduce the age and improve the condition of the returned paint. However, in some cases it is market conditions or other factors that limit the availability of recycling and disposal options.

Leftover Paint Management Options

The legislation provides that the Program will:

Section 4(3)(C) Promote the reuse of post-consumer architectural paint and undertake the responsibility of negotiating and executing contracts to collect, transport, recycle and process post-consumer architectural paint for end-of-product-life management that includes recycling, energy recovery and disposal using sound management methods.

The following is a summary of management options the Program intends to use for the architectural paint collected in the Program in order of priority:

Latex Paint

- paint exchange
- reprocessing as paint
- reprocessing into another product
- appropriate landfill

Oil Based Paint

- paint exchange
- reprocessing as paint
- energy recovery

Paint Containers

- recycling
- appropriate landfill

Processing Service Providers: The Program will contract out the processing of the architectural paint transportation and processing/disposal. All processing service providers will be required to comply with the Program’s Materials Tracking requirements, to ensure that collection containers will be tracked from collection site to processor, and then downstream from the processor. Processing service providers will also be subject to audit. (See Material Tracking and Audit Section).

PaintCare will mandate through contracts that all service providers comply with all applicable local, state and federal laws and carry the requisite insurance. As this is a pilot program, PaintCare agrees that the service providers named in the Program Plan will not be changed in the first year of the pilot without prior DEQ approval. Once a baseline for processing has been established through the Program’s annual reporting obligations, however, PaintCare will only agree to prior DEQ approval of a change in processing service providers if and only if the Program can not meet or exceed this baseline level. Performance in this regard will continue to be reported to DEQ via the annual report and under the legislation.

Paint Exchange: The program will implement and support current “paint exchanges” where possible. A paint exchange program makes better quality returned paint available to the public at participating collection sites or at other site locations such, without charge. This is a highly efficient way to achieve reuse as the paint does not require transportation and reprocessing. As with other second hand products, users of the Paint Exchange program will be notified that the suitability of the container contents cannot be guaranteed. Special labels will be applied by collection site staff to each container informing consumers of this and participants will be required to sign a waiver form prior to taking the paint away for reuse.

Latex Paint Reprocessing: The Program will use Phillips Services Corp (PSC) to transport latex paint from collection sites (except the Portland Metro collection sites) for sorting and, as necessary, bulking, before shipping to downstream processors.

The Program will use Portland Metro as a service provider to recycle latex paint into new recycled content paint. The Program expects to finalize the contract with Portland Metro before July 1, 2010. All latex paint collected at Portland Metro collection sites will be sent to Portland Metro for paint recycling. Usable paint will be made into the new product and non-usable paint

will be properly disposed of via landfill.

Latex paint from collection sites other than Portland Metro's will be sorted at a central location by PSC, with usable paint being sent to Portland Metro for paint recycling and non-usable paint being sent to Amazon for PLP (Processed Latex Pigment) a raw material in cement production.

Markets for recycled content paint are volatile and vary depending on demand. Thus, depending on Portland Metro's capacity, some latex paint intended for recycling may be diverted to other outlets, including Amazon or landfilling.

Alkyd Paint Management: PSC will send the alkyd paint for fuel blending to state and or federal approved and licensed facilities for the management of hazardous waste.

Empty Paint Containers: Once empty, steel and plastic paint containers will be recycled whenever possible. Currently, there are no markets for steel or plastic container recycling that have been identified. The Program will work with their service providers to identify and utilized opportunities as they arise.

Non-Program Material: Non-program material which enters the system will be segregated at the processing stage and disposed or recycled as appropriate subject to all federal, state and local regulations.

12. Sound Management Methods

The Legislation provides:

Section 4(3)(C) Promote the reuse of post-consumer architectural paint and undertake the responsibility of negotiating and executing contracts to collect, transport, recycle and process post-consumer architectural paint for end-of-product-life management that includes recycling, energy recovery and disposal using sound management methods.

Sound Management Methods is defined as:

Section 2(11) ...policies to be implemented by a producer or a stewardship organization to ensure compliance with all applicable laws and that address:

- (a) Adequate recordkeeping;
- (b) The tracking and documentation of the use, reuse or disposal of post-consumer architectural paint within this state and outside of this state; and
- (c) Adequate environmental liability coverage for professional services and for the operations of contractors working for producers or the stewardship organization.

The program will work with its contractors (collection sites, transporters and processors) to ensure compliance with environmental regulations and best environmental practices with respect to the collection, transportation and consolidation of leftover paint. The environmental risk management system will include:

- contractual mandates that all service providers comply with all applicable local, state and federal laws
- a system-wide tracking system: the Program will ensure tracking of and recordkeeping of the use, reuse, recycling and disposal of the architectural paint in the Program within the

state and outside of the state. The program will track the paint from the point of collection to its ultimate disposition, by type of paint, volume of paint and by method of disposition

- The Program will ensure the initial training of the collection sites.
- Third party or in-house personnel will conduct compliance reviews of collection sites, transporters and recyclers (initial processors and downstream) including on-site visits at least every two years, to ensure compliance and for tracking system verification. The reviewer will document the compliance review. Records of all such reviews will be maintained by the Program.
- requirement of certificates of disposal and recycling
- use of Collection Site Standards [See Appendix N]
- training, reporting and guidelines etc. for collection sites and transporters
- as required by the Legislation, “Adequate environmental liability coverage for professional services and for the operations of contractors working for producers or a stewardship organization.” - PaintCare and PCA Paint Stewardship, Inc. are obtaining environmental liability insurance and will require environmental liability insurance or self insurance for environmental coverage from all service providers as specified by contract.

The program will ensure that all contracts, training and insurance is in place prior to the start date of the program and/or prior to a collection site becoming operational.

13. Program Reporting and Audit

The Legislation provides:

Section 6. No later than September 1, 2011, and by September 1 of each subsequent year, a stewardship organization must submit a report to the Director of the Department of Environmental Quality describing the architectural paint stewardship pilot program approved by the director under section 4 of this 2009 Act. At a minimum, the report must contain:

- (1) A description of the methods used to collect, transport, recycle and process post-consumer architectural paint in this state;
- (2) The volume and type of post-consumer architectural paint collected in all regions of this state;
- (3) The volume of post-consumer architectural paint collected in this state by method of disposition, including reuse, recycling, energy recovery and disposal;
- (4) An independent financial audit of the program;
- (5) A description of program costs;
- (6) An evaluation of the operation of the program's funding mechanism;
- (7) Samples of educational materials provided to consumers of architectural paint, an evaluation of the methods used to disseminate those materials and an assessment of the effectiveness of the education and outreach, including levels of waste prevention and reuse; and
- (8) An analysis of the environmental costs and benefits of collecting and recycling latex paint.

In addition to the tracking of the collection, transport, and end-of-life management of Program products discussed in Section 11 above, the Program will report on the methods used to collect, transport, recycle and process post-consumer architectural paint in Oregon, including the volume and type of architectural paint collected and its method of disposition.

Financial Reporting: The Program will also submit to an annual independent financial audit; will provide a description and evaluation of the annual program costs and funding mechanism, to determine if the assessment rate is too high or too low..

Education and Outreach: The Program will also provide samples of the final education and outreach materials as well as an evaluation of the education and outreach program itself.

Product Life Cycle: The Program will provide DEQ with an analysis of the environmental costs and benefits of collecting and recycling latex paint as discussed below. PPSI has conducted or participated in numerous projects aimed at developing a nationally coordinated system for post-consumer paint management. One of these projects is a Life Cycle Assessment (LCA) and Cost-Benefit Analysis (CBA) of various options for managing leftover paint, this to better understand their relative environmental impacts and economic costs.

Specifically the LCA/CBA is expected to identify and quantify the relative lifecycle costs and benefits (including human, natural, and economic resource use) of six leftover paint management methods within two overall management scenarios, a consumer-based scenario and a collection-based scenario:

1. Consumer-Based Scenario (at an individual dwelling unit)
 - i. Dry/stabilize and dispose method
 - ii. User-to-user reuse method
2. Collection-Based Scenario (at a central collection facility)
 - i. Dry/stabilize and dispose method
 - ii. Reuse method
 - iii. Recycle via consolidation method
 - iv. Recycle via reprocessing method

The project considers management of leftover architectural latex paint and the associated paint containers generated by homeowners and painting contractors. A recent draft LCA report is available with results and data for each of the methods. This data was developed using specific modeling assumptions which may or may not represent the conditions identified in the OR pilot. Despite this the draft report provides a resource for integrating field data from the OR pilot, as the model offers some analytical flexibility, specifically for a number of sensitivity analyses, variations in data quality, and other inputs. While the CBA portion of the project has not been fully developed because valid modeling data on costs is not currently available, the OR pilot is expected to provide cost data for both the existing baseline paint waste management infrastructure and those associated with the OR pilot. This data can be integrated in an assessment using the environmental impacts quantified in the draft LCA report to provide a useful comparative (i.e. cost-benefit) analysis. PaintCare expects to provide the results of the final LCA report highlighting environmental impacts for the various paint management methods and the comparative cost data analysis (baseline data and data developed during the OR pilot) as one of the elements mandated by the annual report requirements in the legislation.

C. Program Evaluation by PPSI/EPA

The PPSI has asked EPA to fund an evaluation of the pilot project. EPA has been given a grant to do carry out the evaluation, entitled “Evaluating the Paint Product Stewardship Initiative Demonstration Program in Oregon and Assessing its Suitability for Scale Up to Other States.”

EPA’s Office of Resource Conservation and Recovery’s Municipal and Industrial Solid Waste Division, Office of Policy, Economics and Innovation’s Sector Strategies Division, Region 9’s

Waste Management Division and Region 5's Waste Management Division will lead this evaluation project in cooperation with the PPSI.

Questions that will attempt to be answered by the evaluation are:

- How has the program, and individual program components affected demand for post-consumer paint products?
- How has the program affected the collection of post-consumer paint (volume, cost, quality, environment, convenience, and infrastructure)?
- How does the collection method affect these same issues?
- What was the impact of the paint management program on HHW costs, convenience, and range of products collected?
- How did the education materials and strategies affect consumer awareness and behavior?
- Which messages were most effective with which target audiences?

PaintCare will work directly with PPSI and EPA to provide data and input for this evaluation where possible, particularly where it coincides with PaintCare's reporting and evaluation obligations under the Legislation. It is unclear at this time and given the variable nature of the project in response to the Program being a pilot, whether or not these or alternative questions will be answered.

D. Authorized Signature

PaintCare, Inc.

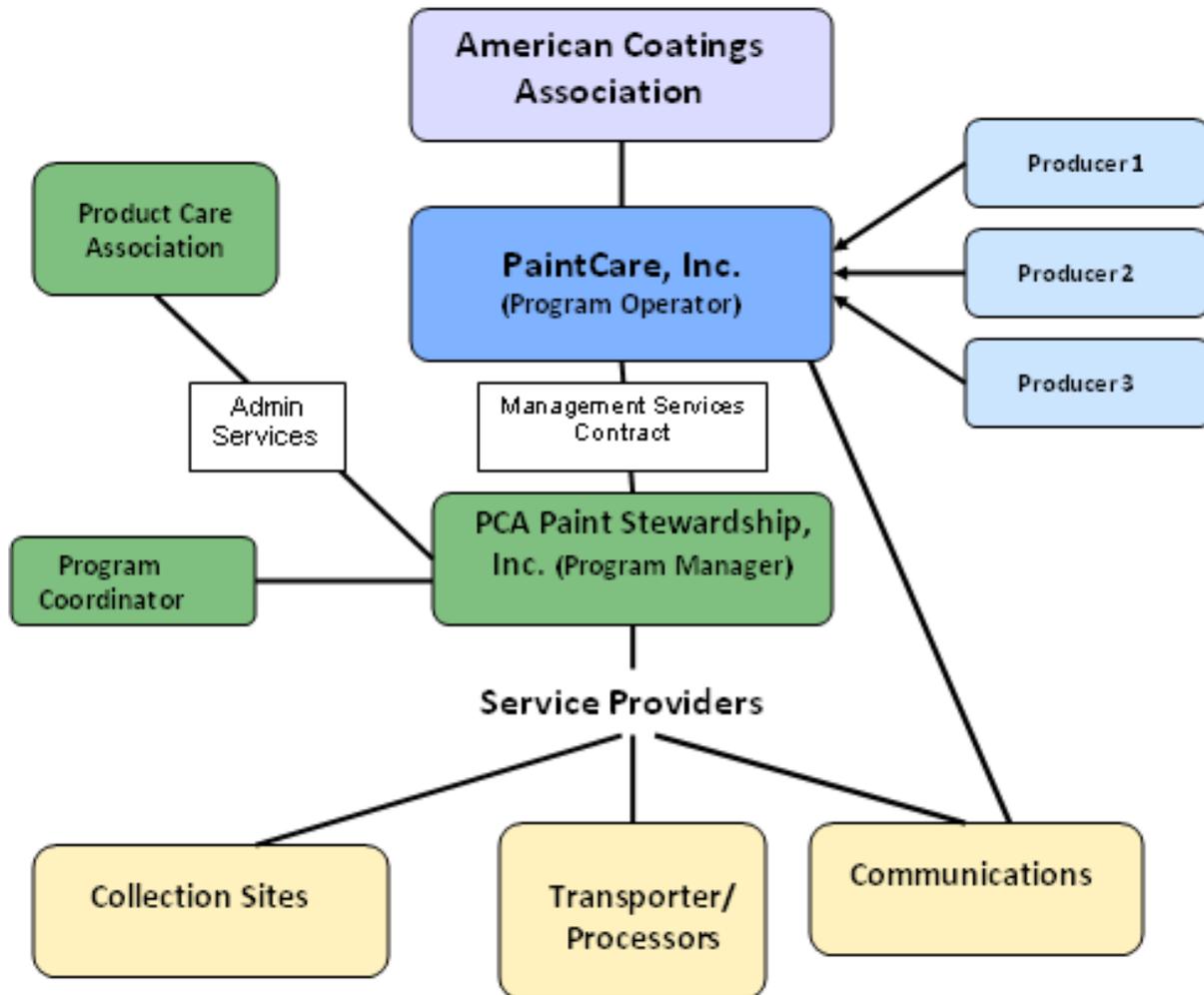


By: Alison Keane, Executive Director
and Corporate Secretary

Dated: June 21, 2010

* * *

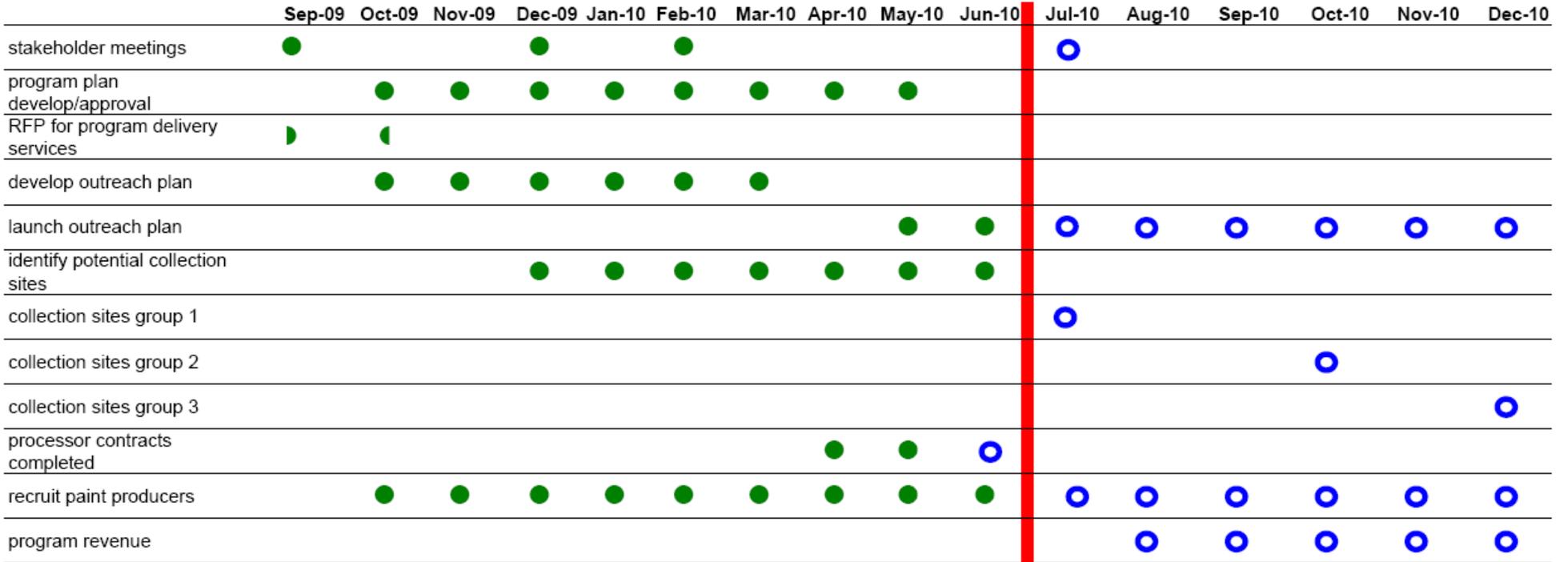
Appendix A Program Organizational Chart



Note: Product Care Association has incorporated PCA Paint Stewardship, Inc., an Oregon non-profit, to manage Program delivery services.

Appendix B - Timeline for Plan Implementation

Program start July 1



● Solid Dots: Completed
○ Hollow Dots: Ongoing

Appendix C – Chapter 777 Oregon Laws 2009

Chapter 777 Oregon Laws 2009

AN ACT

HB 3037

Relating to paint stewardship; appropriating money; and declaring an emergency.

The Legislative Assembly finds that an architectural paint stewardship pilot program would allow paint manufacturers to:

- (1) Establish an environmentally sound and cost-effective architectural paint stewardship program;
- (2) Undertake responsibility for the development and implementation of strategies to reduce the generation of post-consumer architectural paint;
- (3) Promote the reuse of post-consumer architectural paint; and
- (4) Collect, transport and process post-consumer architectural paint for end-of-product-life management.

Be It Enacted by the People of the State of Oregon:

SECTION 1. Findings. The Legislative Assembly finds that it is in the best interest of this state for architectural paint manufacturers to finance and manage an environmentally sound, cost-effective architectural paint stewardship pilot program, undertaking responsibility for the development and implementation of strategies to reduce the generation of post-consumer architectural paint, promote the reuse of post-consumer architectural paint and collect, transport and process post-consumer architectural paint for end-of-product-life management, including reuse, recycling, energy recovery and disposal.

SECTION 2. Definitions. As used in sections 1 to 10 of this 2009 Act:

(1)(a) “Architectural paint” means interior and exterior architectural coatings sold in containers of five gallons or less.

(b) “Architectural paint” does not mean industrial, original equipment or specialty coatings.

(2) “Architectural paint stewardship assessment” means the amount added to the purchase price of architectural paint sold in this state necessary to cover the cost of collecting, transporting and processing the post-consumer architectural paint managed through a statewide architectural paint stewardship pilot program.

(3) “Distributor” means a company that has a contractual relationship with one or more producers to market and sell architectural paint to retailers in this state.

(4) “Energy recovery” means recovery in which all or a part of the solid waste materials of architectural paint are processed to use the heat content or other forms of energy from the solid waste materials.

(5) “Post-consumer architectural paint” means architectural paint not used and no longer wanted by its purchaser.

(6) “Producer” means a person that manufactures architectural paint that is sold or offered for sale in this state.

(7)(a) “Recycling” means any process by which discarded products, components and by-products are transformed into new usable or marketable materials in a manner in which the products may lose their original composition.

(b) “Recycling” does not include energy recovery or energy generation by means of combusting discarded products, components and by-products with or without other waste products from post-consumer architectural paint.

(8) “Retailer” means any person that sells or offers for sale architectural paint at retail in this state.

(9) “Reuse” means the return of a product into the economic stream for use in the same kind of application intended for the use of the product, without a change in the product’s original composition.

(10) “Sell” or “sale” means any transfer of title for consideration, including remote sales conducted through sales outlets, catalogs or the Internet or through any other similar electronic means.

(11) “Sound management practices” means policies to be implemented by a producer or a stewardship organization to ensure compliance with all applicable laws and that address:

(a) Adequate record keeping;

(b) The tracking and documentation of the use, reuse or disposal of post-consumer architectural paint within this state and outside this state; and

(c) Adequate environmental liability coverage for professional services and for the operations of contractors working for producers or a stewardship organization.

(12) “Stewardship organization” means a corporation, nonprofit organization or other legal entity created by a producer or group of producers to implement the architectural paint stewardship pilot program described in sections 1 to 10 of this 2009 Act.

SECTION 3. Participation in architectural paint stewardship pilot program. (1) A producer or retailer may not sell or offer for sale architectural paint to any person in this state unless the producer is participating in a statewide architectural paint stewardship pilot program organized by a stewardship organization. A retailer is in compliance with this section if, on the date the architectural paint was ordered from the producer or its agent, the website maintained by the Department of Environmental Quality lists the producer, along with the producer’s product brand, as participating in an architectural paint stewardship pilot program.

(2) At the time of sale to a consumer, a producer or retailer selling or offering for sale architectural paint must provide the consumer with information on available end-of-product-life management options offered through an architectural paint stewardship pilot program.

SECTION 4. Architectural paint stewardship pilot program. (1) No later than March 1, 2010, a stewardship organization must submit a plan for a statewide architectural paint stewardship pilot program to the Director of the Department of Environmental Quality for approval.

(2) The plan must:

(a) Provide for convenient and available statewide collection of post-consumer architectural paint in urban and rural areas of this state;

(b) Identify each producer participating in the program and the brands of architectural paint sold by each producer; and

(c) Include a funding mechanism whereby each architectural paint producer remits to the stewardship organization payment of an architectural paint stewardship assessment for each container of architectural paint the producer sells in this state. The architectural paint stewardship assessment must be added to the cost of all architectural paint sold to Oregon retailers and distributors, and each Oregon retailer or distributor shall add the assessment to the purchase price of all architectural paint sold in this state. The architectural paint stewardship assessment may not be described as an Oregon recycling fee at the point of retail, and a fee may not be charged to the consumer at the point of collection of post-consumer architectural paint. To ensure that the funding mechanism is equitable and sustainable, a uniform architectural paint stewardship assessment must be established for all architectural paint sold in this state. The architectural paint stewardship assessment must be approved by the director as part of the plan and must be

sufficient to recover, but not exceed, the costs of the architectural paint stewardship pilot program.

(3) Beginning no later than July 1, 2010, or two months after the plan is approved under subsection (1) of this section, whichever occurs first, the stewardship organization must:

(a) Implement an architectural paint stewardship pilot program described in the plan;

(b) Provide for the development and implementation of strategies to reduce the generation of post-consumer architectural paint; and

(c) Promote the reuse of post-consumer architectural paint and undertake the responsibility of negotiating and executing contracts to collect, transport, recycle and process post-consumer architectural paint for end-of-product-life management that includes recycling, energy recovery and disposal using sound management practices.

(4) A stewardship organization shall promote the architectural paint stewardship pilot program and provide consumers with educational materials describing collection opportunities for post-consumer architectural paint and information promoting waste prevention, reuse and recycling. The educational materials must also make consumers aware that funding for the operation of the architectural paint stewardship pilot program has been added to the purchase price of all architectural paint sold in this state.

SECTION 5. Conduct authorized. (1) It is the intent of this section that a stewardship organization operating an architectural paint stewardship pilot program pursuant to sections 1 to 10 of this 2009 Act, approved by the Department of Environmental Quality and subject to the regulatory supervision of the department, is granted immunity from federal and state antitrust laws for the limited purpose of establishing and operating an architectural paint stewardship pilot program. The activities of the stewardship organization that comply with the provisions of this section may not be considered to be in restraint of trade, a conspiracy or combination or any other unlawful activity in violation of any provisions of ORS 646.705 to 646.826 or federal antitrust laws.

(2) The department shall actively supervise the conduct of the stewardship organization, including but not limited to conduct related to payments made by architectural paint producers to the stewardship organization for the architectural paint stewardship assessment specified in section 4 of this 2009 Act. The department may require the stewardship organization to take whatever action the department considers necessary to:

(a) Ensure that the stewardship organization is engaging in conduct authorized under this section;

(b) Ensure that the policies of this state are being fulfilled by an architectural paint stewardship pilot program; and

(c) Enjoin conduct that is not authorized by the department or conduct that the department finds does not advance the interests of this state in carrying out the architectural paint stewardship pilot program.

(3) The Director of the Department of Environmental Quality may designate employees of the department to carry out the responsibility of actively supervising the conduct of the stewardship organization.

(4) The Environmental Quality Commission may adopt rules to carry out the purposes of this section.

SECTION 6. Reports. No later than September 1, 2011, and by September 1 of each subsequent year, a stewardship organization must submit a report to the Director of the Department of Environmental Quality describing the architectural paint stewardship pilot program approved by the director under section 4 of this 2009 Act. At a minimum, the report must contain:

(1) A description of the methods used to collect, transport, recycle and process post-consumer architectural paint in this state;

(2) The volume and type of post-consumer architectural paint collected in all regions of this state;

(3) The volume of post-consumer architectural paint collected in this state by method of disposition, including reuse, recycling, energy recovery and disposal;

(4) An independent financial audit of the program;

(5) A description of program costs;

(6) An evaluation of the operation of the program's funding mechanism;

(7) Samples of educational materials provided to consumers of architectural paint, an evaluation of the methods used to disseminate those materials and an assessment of the effectiveness of the education and outreach, including levels of waste prevention and reuse; and

(8) An analysis of the environmental costs and benefits of collecting and recycling latex paint.

SECTION 7. Data disclosure. The Department of Environmental Quality may not disclose data reported by a stewardship organization under section 6 of this 2009 Act. The department may disclose information contained in the records obtained by the department under section 6 of this 2009 Act in aggregate form.

SECTION 8. Orders and actions. (1) In accordance with the applicable provisions of ORS chapter 183 relating to contested case proceedings, the Department of Environmental Quality may issue an order requiring compliance with the provisions of sections 1 to 10 of this 2009 Act.

(2) The department may bring an action against any producer or stewardship organization

in violation of the provisions of sections 1 to 10 of this 2009 Act.

SECTION 9. Administrative fees. (1) The Department of Environmental Quality shall charge the following fees to be paid by a stewardship organization for administering sections 1 to 10 of this 2009 Act:

(a) \$10,000 when the plan specified in section 4 of this 2009 Act is submitted to the department; and

(b) \$10,000 each year thereafter for administrative costs related to the architectural paint stewardship pilot program.

(2) The department may establish a schedule of fees in lieu of the fees specified in subsection (1) of this section that is based on an average of the results of the financial audits described in section 6 of this 2009 Act and that do not exceed 0.05 percent of the average architectural paint stewardship pilot program costs reported in the financial audits.

(3) Fees collected by the department under this section shall be deposited in the Product Stewardship Fund established under section 10 of this 2009 Act.

SECTION 10. Product Stewardship Fund. The Product Stewardship Fund is established, separate and distinct from the General Fund. Fees collected by the Department of Environmental Quality under section 9 of this 2009 Act shall be deposited in the State Treasury to the credit of the Product Stewardship Fund. Interest earned by the Product Stewardship Fund shall be credited to the fund. Moneys in the fund are continuously appropriated to the Department of Environmental Quality and may be used only to pay the costs of implementing the provisions of sections 1 to 10 of this 2009 Act.

SECTION 11. Report to Legislative Assembly. No later than October 1, 2011, the Director of the Department of Environmental Quality shall submit a report to the Legislative Assembly describing the results of the architectural paint stewardship pilot program and recommending whether the program should be made permanent and any modifications necessary to improve its functioning and efficiency. The report must include an accounting of the administrative fees paid by the producers to the Department of Environmental Quality under section 9 of this 2009 Act.

SECTION 12. Section captions. The section captions used in this 2009 Act are provided only for the convenience of the reader and do not become part of the statutory law of this state or express any legislative intent in the enactment of this 2009 Act.

SECTION 13. Repeal. Sections 1 to 10 of this 2009 Act are repealed on June 30, 2014.

SECTION 14. Transfer. Any moneys remaining in the Product Stewardship Fund on June 30, 2014, are transferred to the General Fund.

SECTION 15. Effective date. This 2009 Act being necessary for the immediate preservation of the public peace, health and safety, an emergency is declared to exist, and this 2009 Act takes effect on its passage.

Approved by the Governor July 22, 2009

Filed in the office of Secretary of State July 22, 2009

Effective date July 22, 2009

Appendix D – Participant/Producer List*

Ace Hardware- Paint Division
Akzo Nobel Paints LLC
Behr
Benjamin Moore
Clayton Corporation
Cloverdale Paint
Complementary Coatings Corp -dba Insl-x
Daly's Inc (dba Daly's Wood Finishing Products)
Deft Inc.
Duckback Acquisition Corp-dba Duckback Products
ECOTrend Corporation
Emiron Corp -dba AFM Safecoat-American Formulating &Mfg
Fine Paints of Europe
Forrest Paint Company
Golden Artist Colors Inc
Henry Company
Imperial Paints
Kelly Moore Paint Co Inc.
Masterchem Industries
Metro Paint
Miller Paint Co Inc.
PPG Architectural Finishes Inc.
Quest Construction Products /United Coatings
Rodda Paint
Rudd Company Inc
Rust Oleum Corporation
Sherwin -Williams Co
Southern Diversified Products LLC
Sun Frog Products Inc
The Euclid Chemical Company
The Heartwood Corporation dba Timber Pro UV
True Value Manufacturing Co
United Gilsonite Laboratories
Valspar Corporation
Van Sickle Paint Mfg
Vermont Natural Coatings, LLC
XIM Products Inc
Yolo Colorhouse

*as of June 1, 2010

Appendix E – Program Product Examples (Accepted and Not Accepted)

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 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)

Non-Assessed Products (regardless of container size):

- 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

Appendix F – Brand List*

360 Grey	Aqua Lock Deep Tint Water Based Prmr/Slr/Stn Killer
360 Primer	Aqua Lock Plus Water Based Primer/Sealer/Stain Killer
900 CLEAR COAT	Aqua Master
AC Line	Aqua Plastic
Accent Color Base	Aqua Plastic Final Finish
Accent Primer	Aqua Seal
Ace Contractor Pro Paint and Primers	Aqua-Cure Vox
Ace Essence Paint	Aquapon® WB
Ace Great Finishes Stains	Aquastain
Ace Royal Finest Paint	Aquathon
Ace Royal Paint and Primers	Aura Bath & Spa
Ace Rust Stop Enamel and Primers	AutoBody Master
Ace Sealtech Waterproofoer	Bacca® Sealer
Ace Sensations Paint	Bakor
Ace Simply Magic Ceiling Paint	Bar Ox Devoe
Ace Wood Royal Stains	Barcade
Acoustical Ceiling Dye	Basetoner™
Acri-Pro® 100	Behr
Acri-Shield®	Behr Premium Plus
Acryl Fin™ Finish	Behr Premium Plus Ultra
Acrylic Latex Zone Paint	Behr Premium Select
Acry-Lustre	Ben Interior Acrylic Latex Eggshell
Acry-Plex	Ben Interior Acrylic Latex Flat
Acrysheen	Ben Interior Acrylic Latex Semi-Gloss
Acry-Shield	Ben Interior Latex Primer
Acry-Tred	Benite Wood Conditioner
Advanced Technology UMA	Benjamin Moore Aura Eggshell
Advantage™ 900	Benjamin Moore Aura Exterior Paint Flat Finish
Aerodry™	Benjamin Moore Aura Exterior Paint Low Lustre
AFM Safecoat	Benjamin Moore Aura Exterior Paint Semi-Gloss
Air Care	Benjamin Moore Aura Int / Ext Color Foundation
Alkyd Dulamel Semi-Gloss	Benjamin Moore Aura Matte Finish
All Purpose Equipment Enamel	Benjamin Moore Aura Satin Finish
Allpro Commercial Grade Waterproofing Sealer	Benjamin Moore Aura Semi-Gloss
Allpro Concrete Floor Sealer	Benjamin Moore Fresh Start Alkyd Enamel Underbody
Allpro Concrete Waterproofing Paint	Benjamin Moore Fresh Start All Purpose Alkyd Primer
Allpro Masonry Waterproofing Sealer	Benjamin Moore Fresh Start All-Purpose 100% Acrylic Primer
Allpro Multi-Surface Water Repellent	Benjamin Moore Fresh Start Fast-Dry Alkyd Primer Fast Dry Exterior Primer
American Accents	Benjamin Moore Fresh Start Moorwhite Penetrating Primer 100
American Pride	Benjamin Moore Fresh Start Qd-30 Stain Blocking Primer
America's Finest	Benjamin Moore Pint Color Samples
Ameritone	

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
 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 Flat
 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
 BIN
 BlankIt® Acrylic Primer
 Blocklustre
 Blue Seal
 Bravo
 Brite Ceiling
 Brod-Dugan Co.
 BrownTone
 BSL™ Lacquer
 Builder's Spec® Pro
 Bulls Eye
 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
 Canyon Tone Clear
 Canyon Tone Stain
 Carquest
 Cataclear II™ Conversion Varnish
 Cat-A-Lac
 Catalast™ Lacquer
 Ceiling White
 Ceramagard
 Check Rust™ Fabrication Primer
 Check Rust™ Instant Enamel
 Check Rust™ Instant Enamel Semi-Gloss
 Check Rust™ Speedy Metal Primer
 Chemstop WB
 Chlorinated Rubber Pool Paint
 Chromacat™ Lacquer
 Chromaset™ Stain
 Chromawipe™ Wiping Stain
 Clear Through Acrylic Polyurethane
 Clear Through Alkyd Polyurethane
 ClovaThinner
 Color Base
 Color Decor
 Color Extra
 Color Max
 Color Samples - Regal
 Color Shield
 Colorplace
 Colorplace
 Colorplex™
 Colortools™
 Columbia
 Conco
 Concrete Stain
 Concrete Stains - Solvent Based Waterproofing Sealers
 Concrete Surface Retarder
 Concrete Waterproof Sealer
 Control Primer
 Controlz Primers
 Coraflox®
 CoverCoat

Crylicote Gold	Dura-Poxy +
Crystal Clear	DuraPrep®
CrystalFin	Duron
CrystalFin Floor Finish	Dutch Boy
CSL™ CV Conversion Varnishes	Easy Care
Custom Home	Easy Color
Daly's Deckstain	Eco Spec Waterborne Eggshell
Daly's Semi-Transparent Exterior Stain	Eco Spec Waterborne Flat
Daly's Waterborne Wiping Stain	Eco Spec Waterborne Primer
Daly's Wood Stain	Eco Spec Waterborne Semi-Gloss
Decra	Ecoat
Decra Flex	EcoLogic
Deft Clear Wood Finish Brushing Lacquer	ECOtrend Natural Interior Paint/Primer
Deft Deftane Polyurethane	Elastakote
Deft Deftoil Danish Oil Finish	Elastite
Deft Interior Polyurethane	Endurance
Deft Lacquer Sanding Sealer	Enrich
Deft Step Saver Stain and Finish	Envira Poxy
Deft Water Based Polyurethane	Enviro Coat
Deft Water Borne Clear Wood Finish Acrylic	Epoxy Shield
Deft Wood Stain Oil Based	Euco Diamond Hard
Deft Wood Stain Water Based	EucoCure Vox
Devoe	Euco-Guard 100
Devoe Paint	Eucosil
Devoe Paint Ultra Color	EverClear
Devoe Paint Velour	Excelite™ Lacquer
Devoe Porch & Floor	Express Tech
Diamond	Expressions Gallery
Diamond Clear	E-Z Kare
Dry Fog II	EZ Sand
Dry Fogs Speedhide®	EZEE
Dry Fogs Super Tech®	Fast Dry Floor Finish
Drylok	Fastwipe™ Wiping Stain
DTM	Final Finish
Dulamel Eggshell Enamel	Final Finish Wb
Dulux	Final Touch
Duokote™	Fine Paints of Europe ECO
Duplicolor	Fine Paints of Europe Eurolux
Duracat-V Plus™ Lacquer	Fine Paints of Europe Eurothane
Duracat-V™	Fine Paints of Europe Hollandlac
Durafill™ Wood Filler	Fire Retardant
Duraflex HCV™ Finish	First Coat
Duralac™ Lacquers	Flash Bond 400

Flo-Cote	Horizon
Flood	Hot Trax™ Acrylic Garage Floor Paint
Floor & Porch Acrylic & WB Alkyd	Hycryl™ Waterborne
FloorFin	Hyplex™ Lacquer
Form -Eze Natural	ICI Paints
Formshield	ICI Paints Ultra Wall
Forrest Paint	Imperial Paints
Fortis	Impervex Latex High Gloss Metal & Wood Enamel
Glaze Stain	Impervo 440 Spar Varnish
Glidden	Impervo Alkyd High Gloss Metal & Wood Enamel
Glidden Ceiling Paint	Infinity II LVOC™ Finish
Glidden Color	Insl-Cap™ Lead Encapsulating Compound
Glidden Porch & Floor	Insl-X: Aqua Lock Plus Water Based Primer/Sealer/Stain Killer
Glidden Professional	Insl-X: Concrete Stain Waterproofing Sealer
Glidden Speedcote	Insl-X: Odor Less Alkyd Primer/Sealer/Stain Killer
Glidden Speedwall	Insl-X: Prime Lock Alkyd Based Primer/Sealer/Stain Killer
Glidden Spred	Insl-X: Prime Lock Plus Alkyd Based Primer/Sealer/Stain Killer
Glidden Stucco & Masonry	Insl-X: Rubber Based Pool Paint
Glidden Trim Paint	Insl-X: Seal Lock Alcohol Based Primer/Sealer/Stain Killer
Glitsa Sealer™	Insl-X: Stix® Acrylic Bonding Primer
GlitsaMax™ Finish	Insl-X: Stix® Solvent Bonding Primer
Glyptex™ WB Alkyd	Insl-X: Sure Step® Anti Slip Coating
Gold Acrylic	Insl-X: Waterborne Pool Paint
Gold Alkyd	In-Stone
Gold Seal™	Interior Performance
Green Coat	In-Wood
Grip & Seal	Ironclad Alkyd Low Lustre Metal & Wood Enamel
Gripper	Ironclad Latex Low Lustre Metal & Wood Enamel
Groundworks	Ironclad Super Satin Finish Enamel
Guardian Contractor Grade	ISC™ Stains
Guardian Professional Quality	ISS LH™ Spray Stains
Hammerite	ISS™ Spray Stains
Henry	IWS™ Wiping Stains
Henry RTC Coat	Kel-Aqua
Hi Build Acrylic Deck Coating	Kel-Bond
Hi-build™ Fast Dry Finish	Kel-Cote
High Performance Stain	Kel-Guard
High Performance Waterborne Finish	Kel-Pro
Hi-Hide®	Kel-Seal
Hi-Vis™ Marking Paint	Kel-Tex
Homestead	Kel-Thane II
HomeVantage™ Plus	Kilz
Horizon	Kilz Casual Colors

Kilz Cover Pro	MBP Flat
Kitchen & Bath	McCloskey
KM Professional	McCloskey Man-O-War
Krylon®	McCloskey Multi-Use
Krylon® Color Creations	McCloskey Special Effects
KST Kool Seal	McCloskey Stains
KST Snow Roof	McCoy's
Kurez	Melamine
Lasyn	Metal Master
Latex Multi Purpose Primer / Finish	Metro Paint
Laura Ashley	Mill White Dry Fog
Lead Block	Miller 45 Minute Primer
Lifemaster	Miller Acriclear
Low Voc Alkyd Zone Paint	Miller Acri-Glaze
Lucite	Miller Acrilite
Lusterseal 350	Miller Acrimetal
MAB	Miller Acrinamel
Maintenance One	Miller Acro Pure
Manor Hall	Miller Acrylic Satin
Manor Hall® Exterior	Miller Acrylic Undercoat
Manor Hall® Timeless®	Miller Aluminum Paint
Manor Hall® Timeless® Exterior	Miller Aluminum & Metal primer
Manor Hall® WB Alkyd	Miller Aqua -fall
Mar Resist	Miller Clear Varnish
Marine Enamel	Miller Devine Canopy
Mark Right	Miller Devine Delicate Wall
Martha Stewart Living	Miller Devine Foundation
Martin Senour	Miller Devine Green
Mason's Select	Miller Devine Luscious Trim
Master Painter	Miller Devine Powder
Masterchem	Miller Drifall Stalite
Maxum 2 Solid Acrylic Stain	Miller Edge Seal
Maxum 2+ Ultimax	Miller Enamel Undercoat
Maxum 3 Flat Acrylic House Paint	Miller Equipment Enamel
Maxum 4+ Ultimax Satin House Paint	Miller Evolution
Maxum 6 Solid Oil Stain	Miller Floor & Porch Enamel
Maxum 7700 Transparent Oil Deck & Siding Stain	Miller Gym Coat
Maxum 9+ Ultimax Lo Luster House Paint	Miller HB Opaque Stain
Maxum Semi Transparent Deck Stain	Miller Kril
Maxum Sheer Naturals Deck Stain	Miller Metal Primer
Maxum Solid Deck Stain	Miller Milastic
Maxum Starter Exterior Primers	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
 Minwax®
 Minwax® Clear Shield
 Minwax® Clear Brushing
 Minwax® Gel Stain
 Minwax® Helmsman Spar
 Minwax® Polyshades
 Minwax® Wipe On Poly
 Minwax® Woodsheen
 Miralite
 Mirrolac Devoe Epc
 Modern Wood Finish
 Modern Wood Stain
 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
 Mother's Touch
 Multi Master
 MultiPrime
 Multi-Pro™ Flat
 Mythic
 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
 Natuseal™ Stains
 Norco
 Nulustre™ Lacquer
 Nu-wave™
 Odds N Ends
 Odor Less Alkyd Primer/Sealer/Stain Killer
 OKON
 Old Quaker
 Olympic 15 Year
 Olympic Clear Wood Preservative
 Olympic Deck Fence and Siding Stain & Primer
 Olympic Fasthide
 Olympic Maximum
 Olympic Oil Stain
 Olympic Premium Acrylic
 Olympic Premium Paint
 Olympic Stains
 Olympic Waterguard
 Olympic Weathering Stain
 Olympic WoodProtector
 On-site™ Lacquer
 Painter's Select
 Painters Series
 Painter's Touch

Painters' Friend®
Peedhide® WB Alkyd
Peel-Bond
Penchrome
Penchrome Devoe/Fuller
Performance Plus
Perma White
Perma-Crete® Masonry Coatings
Perma-Crete® Primer
Permanizer®
Permax
PH-Lextite
Pitt-Cryl®
Pitt-Cryl® Plus
Pitt-Glaze® Epoxy Coating
Pittsburgh Paints Grand Distinction
Pittsburgh Paints Ultra
Pitt-Tech® & Pitt-Tech® Plus
Plastic and Vinyl NT
Plasti-Kote
Plasti-Namel
Plastiprime™
Ply-Coat
PMC 300
PMC High Performance Coatings
PolyWhey Floor
PolyWhey Furniture
Porsalite
PorterDeck™
Portersept®
PPG Specialty Cleaners (Mildew Check®, Deck Cleaner, Stain Stripper, etc)
PPI™ Waterborne Finish
Pratt & Lambert
Premium
Premium Ceiling White
Premium Classic
Premium Decor
Premium Exterior Stain Acrylic Solid Deck
Premium Exterior Stain Acrylic Solid Siding
Premium Exterior Stain Alkyd Clear Finish
Prep-A-Wall Water Based Pre-Wallcovering Primer
Prestige

Primatite
Prime Lock Alkyd Based Primer/Sealer/Stain Killer
Prime Lock Plus Alkyd Primer/Sealer/Stain Killer
Prime Start
Primer Undercoater
Prism™ Waterborne Stains
Pro Finishes
Pro Flat
Pro Fresh
Pro Maintenance
Pro Shopper
Pro Siding Plus™
Pro Supreme™
Problend
Proceed Decorative Paints
ProCoat
Professional Coatings
ProFin
Pro-Hibuild™
Prolink™ Hardener
Promaster
ProMaster™
Pro-Master™ 2000 Latex / Primer
Pro-Plate Enamel - Rust Preventative Coating
Prothane™
Pro™ Lacquer
Pro™ Sealer
ProVantage®
ProVantage™ Sundries
Pure Performance®
Quality Seal™ Sealer
Quickstack™
Quik Hide
Quikrete
Ralph Lauren Paints
Regal Premium Interior Latex Eggshell Finish
Regal Premium Interior Latex Flat Finish
Regal Premium Interior Latex Matte Finish
Regal Premium Interior Latex Pearl Finish
Regal Premium Interior Latex Semi-Gloss Finish
Regal Premium Interior Primer
Regency
Restoration Hardware

Restore-X
 Restorz
 Rez-Seal
 Rhino-Prime
 Rhino-Top
 Roseal
 Rubber Based Pool Paint
 Rural Manor
 Rust Arrestor
 Rust Oleum
 Rust Scat
 SafeChoice
 Safecoat
 Safecoat Naturals
 Satin Impervo Finish Enamel
 Satin Sealer™
 Scottseal
 SeaFin AquaSpar
 SeaFin Ship n'Shore Sealer
 SeaFin Teak Oil
 Seal & Finish
 Seal Grip® Primers
 Seal Lock Alcohol Based Primer/Sealer/Stain Killer
 Seal-Krete Clear-Seal
 Seal-Krete Commercial Grade Waterproofer
 Seal-Krete Concrete Colors Low Lustre Sealer
 Seal-Krete Concrete Colors Semi-Transparent Stain
 Seal-Krete Concrete Floor Sealer
 Seal-Krete DampLock Concrete Waterproofing Paint
 Seal-Krete Driveway Protector
 Seal-Krete Epoxy-Seal Concrete Paint
 Seal-Krete Epoxy-Seal Low VOC Paint
 Seal-Krete Ever-Wet Paver Sealer
 Seal-Krete Floor-Tex Non-Slip Textured Coating
 Seal-Krete Floor-Tex Proformance
 Seal-Krete Floor-Tex Tintable
 Seal-Krete Floor-Tex Topcoat
 Seal-Krete Garage Floor Sealer
 Seal-Krete Gloss Sealer
 Seal-Krete GraniteFX Professional Grade Decorative Natural Stone Finish
 Seal-Krete GraniteFX Uniforming Primer
 Seal-Krete GraniTex Decorative Natural Stone Finish Contractor Kit
 Seal-Krete Heavy Duty Waterproofer
 Seal-Krete Lock-Down Epoxy Bonding Floor Primer
 Seal-Krete Multi-Surface Water Repellent
 Seal-Krete Original Waterproofing Sealer
 Seal-Krete Original Weatherproofing Sealer
 Seal-Krete Satin Sealer
 Seal-Krete Showroom Sealer
 Seal-Krete Stucco Guard
 Seal-Krete Wet Look Masonry Sealer
 Sears Best
 Sears Best Easy Living
 Sears Best Weatherbeater®
 Severe Weather Contractor Finish
 Sherwin-Williams
 Sikkens
 Silathane Ii Interior-Exterior Acrylic
 Silathane Interior-Exterior Alkyd
 Silken Touch®
 Silken Touch® Ceiling White
 Siloxy Seal
 Simply Glaze
 Sinclair
 SkimStone®
 Smoke Stop
 Solid Color Exterior Stain
 Southern Coatings
 Speed Cote
 Speed Primer
 Speed Primer
 Speedcraft®
 Speedhide®
 Speedhide® Latex Block Filler
 Speedhide® MaxBuild™
 SpeedLine Lacquers
 Speedpro®
 Speedwall
 Spraymaster
 SR Ultra
 Stain Lock
 Stainmaster
 Start Right

Step Safer
 Stick It
 Stix Acrylic Bonding Primer
 Stix Solvent Bonding Primer
 Stone Mason
 Stop Rust
 Stripe & Zone
 Stucco-Seal
 Sun Proof® Paint
 Sun Proof® Stains
 Sunfast
 Super Acrylic II
 Super Aqua-Cure Vox
 Super Diamond Clear
 Super Floor Coat
 Super Kote
 Super Kote 1000
 Super Kote 3000
 Super Kote 5000
 Super Rez-Seal
 Super Roflex
 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 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 220 Latex Flat Fire Retardant Coating
 Super Spec Hp Alkyd Metal Primer
 Super Spec Hp Clear Acrylic Sealer
 Super Spec Hp Dtm Alykyd Gloss Enamel
 Super Spec Hp Dtm Alykyd Semi-Gloss Enamel
 Super Spec Hp Safety & Zone Marking Latex
 Super Spec Hp Shop-Coat Alykyd Metal Primer
 Super Spec Hp Universal Metal Primer
 Super Spec Hp Urethane Alkyd Gloss Enamel
 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 Wall -Pro
 Superdeck
 Superspec D.T.M. Alkyd Low Lustre Enamel
 Supreme Acrylic
 Supreme Oil
 Sure Step™ Anti Slip Coating
 Surfbond
 Surmax
 Sur-Prep V Rust Converter
 Synteko
 Take One Scenic Paint
 Talman
 Tammolastic
 Tammscoat
 Terra
 Terraset™ Stain Concentrates
 Texcrete
 Texcrete Wb
 Textured Coatings
 The Freshaire Choice
 Thompson's®

Thompson's® Waterseal®
 Thompson's® Waterseal® Advanced
 Thompson's® Waterseal® Concrete Care
 Thompson's® Waterseal® Waterproofer
 Timber Pro UV Internal Wood Stabilizer
 Timber Pro UV Crystal Urethane
 Timber Pro UV Deck & Fence Formula
 Timber Pro UV Internal Concrete Sealer
 Timber Pro UV Log&Siding Formula
 Timber Pro UV Masonry Top Sealer
 Timber Pro UV Wiping Stain & Wood Conditioner
 Timberlox
 Total-ProTM
 Tough Shield
 Tough Tex
 Tough Walls
 Towerthon
 Tred-Cote
 Trim Magic
 Tru Seal
 Tru-Flex Tennis Court & Athletic Field Coatings
 Tuff Deck
 UGL
 Ultimate
 Ultra-Fill
 Ultra-Hide
 UltraSil Li+
 Uniflex
 Uni-Prime
 Unique
 United
 United Bonding Primer
 Valspar
 Valspar Anti-Rust
 Valspar Climate Zone
 Valspar Color Style
 Valspar Decorator
 Valspar Duramax
 Valspar Elan
 Valspar Industrial Enamel
 Valspar Integrity
 Valspar Medallion
 Valspar Medallion Primers
 Valspar Prep-Step Primers
 Valspar Pro 2000 Interior Contractor Finish
 Valspar Professional Bonding Primer
 Valspar Professional Exterior
 Valspar Professional Exterior Primer
 Valspar Professional Interior
 Valspar Professional New Construction Primer
 Valspar Professional PVA Primer
 Valspar Restoration Series
 Valspar Signature Colors
 Valspar Tractor & Implement
 Valspar Ultra Premium
 Valspar Weathercoat
 Value
 Van Sickle
 Vapor Block
 Vapor Shield
 Varathane
 VHT
 Vinyl FlatTM
 Vinyl Latex Flat
 Vivid Accents
 Wall SupremeTM
 WallHide®
 Watco
 Water/Oil Hybrid
 Waterblock Masonry Waterproofing Smooth
 Waterborne Ceiling Paint
 Waterborne Pool Paint
 Waterborne Satin Impervo Enamel
 Weather All
 Weather Guard
 Weather Performance
 Weather Shield
 Weatherking Fuller O'brien
 Weatherking Primer
 WeatherOne CoverCoat
 WeatherOne Stain
 Weatherproof Aluminum Paint
 Wolman
 Wonder Guard
 Wonder Hide
 Wonder Pure

Wonder Shield
Wonder Tones
Wonder-Pro
Wood Floor Cement™
Wood Guardian™
Wood Master
Woodcraft
Woodpride
Woodsman
X-O Rust

X-Out Plus
X-Seal
Yolo Colorhouse
ZAP Primers
Zar
Zehrung
Zinsser
ZoneLine™ Zone Marking Paint
ZoneMark™ Athletic Field Marking Paint

*as of June 1, 2010

Appendix G – Current DEQ and Local Government HHW Architectural Paint Quantities

Information provided by Oregon DEQ.

County	2007 Latex Paint-lbs	2007 Oil- based Paint-lbs*	2008 Latex Paint-lbs	2008 Oil-based Paint-lbs*
Columbia County	28,920	50,550	5,160	47,990
Deschutes County	23,742	38,748	204,000	66,850
Lane County	186,320	109,300	149,500	106,050
Marion County	305,740	75,620	342,900	69,500
Metro-South and Central	1,974,980	1,030,980	2,035,090	1,034,840
Gilliam County-Waste Management**	2,016		1,992	
Tri-County-Wasco/Hood River***		27,317		35,355
Tillamook County-Purchaser event	21,778	26,489	11,381	33,657
Allied Waste of Corvallis	72,000	16,975	86,900	21,720
Jackson County****	120,000		120,000	24,404
Allied Waste of Albany-Lebanon	26,400	19,600	38,400	25,200
Yamhill County	33,400	37,500	21,300	39,500
Morrow County-DEQ/Purchaser event	1,873	4,566	3,166	1,930
Polk County	7,000	7,250	3,950	8,500
Lincoln County-Purchaser event	1,933	3,514		9,023
Clatsop-DEQ event	6,950	3,674		
Klamath-DEQ event	21,262	56,262		
Columbia-Flood event	5,346	1,881		
Douglas County-DEQ event			1,698	1,631
Jefferson County-DEQ event			986	1,968
Josephine County-DEQ event			5,727	15,428
Linn County-DEQ event			195	381
Umatilla County-DEQ event			4,789	9,859
Total	2,839,660	1,510,226	3,023,739	1,524,519
Total for year	4,349,886		4,548,258	
	65%	35%	66%	34%

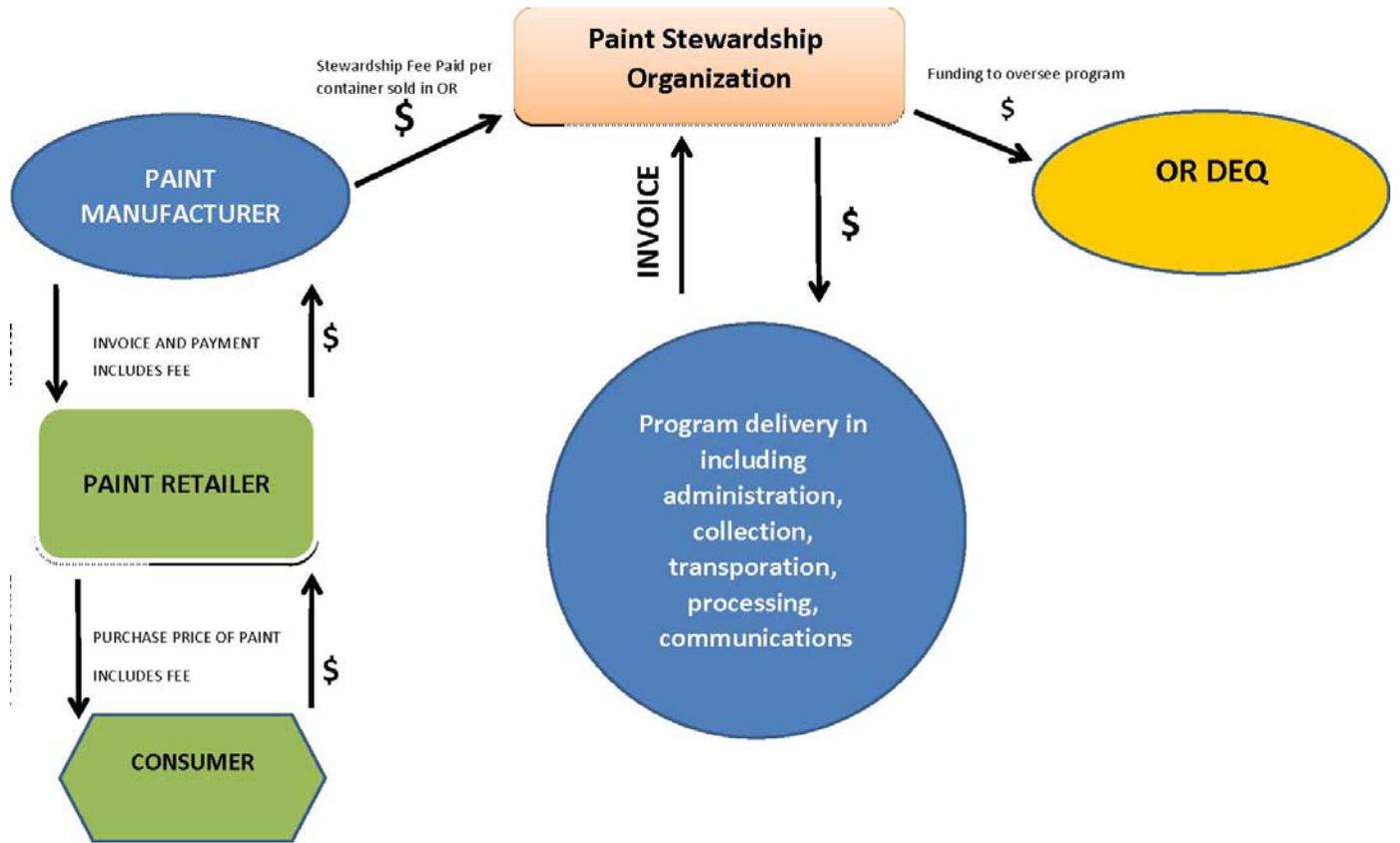
* Columbia, Deschutes, Jackson, Lane, Wasco and Yamhill Counties' numbers include paint related material/flammables

**Separate numbers for latex vs. oil-based paint not available. Paint estimated to be 60% of all HHW received

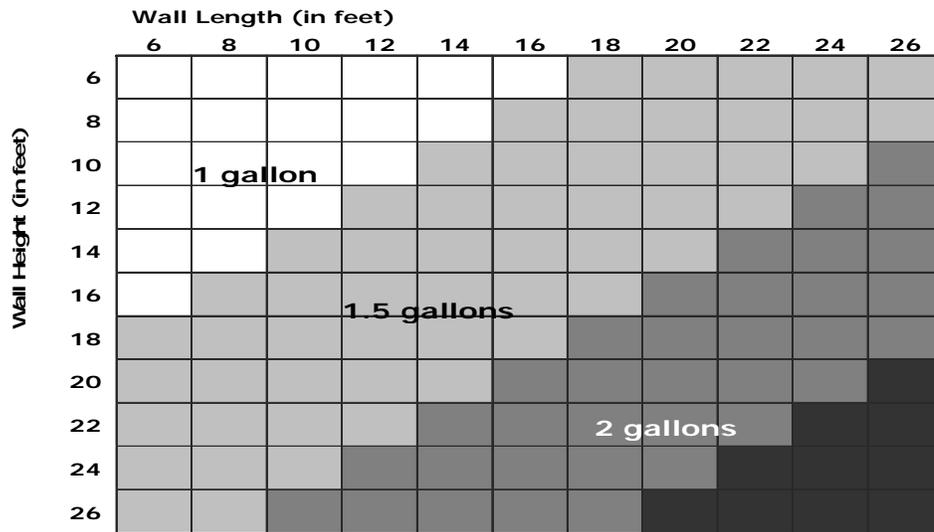
*** Tri-County HHW facility does not accept latex paint

**** 2009 oil-based paint received is 22,802lbs

Appendix H – Assessment Flow Chart



Appendix I - Paint Calculator



Note: This paint calculator is meant to be a self-explanatory tool to be used as a last resort tool if a consumer has not already used one of the various paint calculators available on-line or at retail locations. It is self-explanatory – based on either actual measurements of wall height and length or best estimates for the job. In addition, the paint calculator used at the point of sale is meant to be a signal to consumers to stop and request assistance from a paint retail salesperson for help in “buying the right amount of paint” for the job as used in PaintCare’s promotional materials.

Micro Site

paintcare.org

paintcare.org reuse. recycle.

The Paint Calculator Find a recycling location Find Quantified Phosphorus Find a Job

SAVE MONEY



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SAVE THE ENVIRONMENT



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SAVE STORAGE SPACE



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SAVE EXPOSURE TO HAZARDOUS MATERIALS



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THE PAINT CALCULATOR

Calculate How Much Paint You'll Need.

Length ft.
Width ft.
Height ft.



Number of doors
Number of windows

Total paint needed for your project:
0 Gallon(s)

FIND A PAINT CAN RECYCLING LOCATION



Address
City State
or
Zip
Within miles



From Storage to Spectacular.

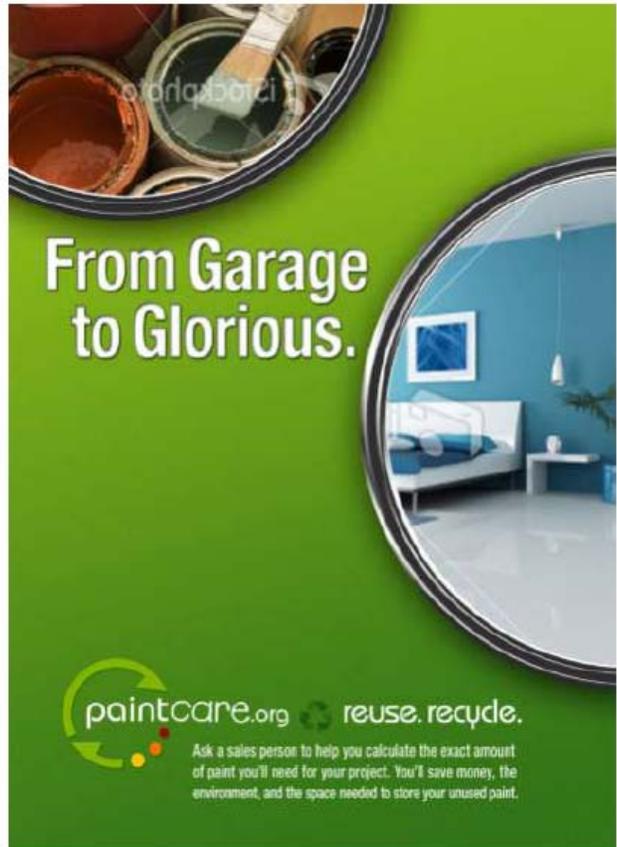


reuse. recycle.

Trade Show



Poster



Rack Card

From Shelf to Savings.

money

environment

storage space

Keep more money in your pocket by buying the right amount of paint for your project. Not only will you save money, you'll help keep leftover paint out of the environment, and your garage. So buy only what you need for total consumption. Ask your paint professional to help you calculate the right amount.

Learn more about how to buy paint smartly, and how to reuse and recycle it at paintcare.org.



From Garage to Glorious.

Give your old paint new life with PaintCare, Oregon's new non-profit program that manages the disposal and recycling of old paint. Just go to paintcare.org and learn how to:

- Buy the right amount
- Store paint properly
- Use up leftover paint
- Reuse or Recycle
- Dispose of paint properly

As of April 1st, a PaintCare Recovery Fee will be added to the purchase price of all paint sold in the state of Oregon. For a nominal fee of ...¢ per can, PaintCare will dramatically increase recycling drop off centers throughout Oregon, adding much needed convenience to your recycling effort. PaintCare will also work with retailers to increase the sale of recycled paint.

To learn more, or to find a recycling drop off center near you see your local paint retailer or go to paintcare.org.



E-blast

The advertisement features a green background. In the top left, there is a circular inset showing paint cans and a brush. In the top right, there is a circular inset showing a modern bedroom with a blue wall and a white bed. The main text is centered and reads "From Garage to Glorious." Below this, there is a paragraph of text and a list of six bullet points. At the bottom, there is a paragraph of text and the PaintCare logo with the website address and the slogan "reuse. recycle."

Give your old paint new life with PaintCare, Oregon's new non-profit program that manages the disposal and recycling of old paint. Just go to paintcare.org and learn how to:

- Buy the right amount
- Use up leftover paint
- Dispose of paint properly
- Store paint properly
- Reuse or Recycle

As of April 1st, a PaintCare Recovery Fee will be added to the purchase price of all paint sold in the state of Oregon. For a nominal fee of ___¢ per can, PaintCare will dramatically increase recycling drop off centers throughout Oregon, adding much needed convenience to your recycling effort. PaintCare will also work with retailers to increase the sale of recycled paint.

To learn more, or to find a recycling drop off center near you see your local paint retailer or go to paintcare.org.

 paintcare.org  reuse. recycle.



BROADCAST RADIO

Paint Care – 101-1636

Garage to Glory :30

*1.19.10

OPEN ON THE SOUNDS OF A MAN WORKING IN HIS GARAGE.

VO: When you recycle your leftover paint, it goes from garage ...

SFX: SOUNDS OF A LIVING ROOM GET TOGETHER WITH FRIENDS (FADES UP)

WOMAN: Wow, it looks great ...

VO: ... to glorious.

VO: **Learn more about** recycling your leftover paint at Paint Care dot org. And turn what’s old into something new by finding a recycling center near you.

With Paint Care dot org, it’s never been easier to recycle your leftover paint. And with our free paint calculator, buying just what you need is no longer guesswork.

Paint Care.org.

Reduce. Reuse. Recycle.

Appendix K – Current Oregon HHW Programs

Area Served	Hours/Days of Operation
Columbia County	Last Saturday of every month 8am-12pm
Deschutes County	2nd and 4th Friday and every Saturday 9am-3pm. CEG's--2nd and 4th Thursday pre-registration/appointment required.
Lane County	Every Thursday, and two Saturdays a month; typically the second and fourth. By appointment, from 8:00 - 12:00.
Marion and Polk Counties	Thurs 8am-3:30pm; 1st and 3rd Sat 8am-3:30pm
Clackamas, Multnomah, and Washington Counties	Mon-Sat 9am-4pm
Clackamas, Multnomah, and Washington Counties	Mon-Sat 9am-4pm
Hood River, Sherman and Wasco Counties	2nd Saturday of each month
Hood River, Sherman and Wasco Counties	2 nd Saturday of each month starting January 2011. On-going rural HHW events plus agricultural waste collection events.
Gilliam County	M-F 8am-4pm
	* Also conducts annual waste collection events
Josephine County	1 or 2 events per year planned
Albany	Annual event in October.
Yamhill County	Annual events in Newberg and McMinnville
Corvallis	Four events per year
Jackson County	Two events per year
Morrow County	
Polk County	With Marion County Facility
Lincoln Co.	Paint is collected at all county solid waste transfer stations.

Appendix L – Proposed Collection Sites
(shaded rows indicate First Phase sites)

City/town	Facility Type	Store Name	Address	Population	County	Hours of Operation
Albany	ReStore	Albany Area ReStore	1225 SE 6th Ave.	48,081	Linn	Monday- Saturday 9-4
Albany	Sherwin Williams	Albany #8088	2945 SE Santiam Highway	48,081	Linn	Retail Hours
Aloha	Ace Hardware/Benjamin Moore	Suburban Ace Hardware Inc	3470 SW 185th Avenue	47,000	Washington	Retail Hours
Ashland	Miller Paint	Miller Paint	2205 Ashland St.	21,485	Jackson	Retail Hours
Astoria	Independent Dealer	Astoria Builders Supply	777 Marine Drive	9,851	Clatsop	Retails Hours
Baker City	Ace Hardware	Thatcher's Ace Hardware	2001 2nd Street	9,413	Baker	Retail Hours
Bay City	ReStore	Tillamook Restore	6500 Williams	1,265	Tillamook	Tues-Fri 11 – 6 Sat 9-4
Beaverton	Rodda	Rodda Paint – Progress	8614 SW Hall Blvd	86,205	Washington	Retail Hours
Bend	Rodda	Rodda Paint and Decor	63007 Layton Ave	77,181	Deschutes	Retail Hours
Bend	Benjamin Moore	Standard Paint and Abbey Carpet	253 NE Greenwood	77,181	Deschutes	Retail Hours
Bend	Permanent HHW Collection	Deschutes County	61050 SE 27th St.	77,181	Deschutes	2nd and 4th Saturday and Friday 9-3
Bend	Sherwin Williams	Sherwin Williams #8603	125 NE Franklin Blvd	77,181	Deschutes	Retail Hours
Bend	Rodda	Mitchell Hardware	66 NE 3 rd	77,181	Deschutes	Retail Hours
Bend	ReStore	Bend Restore	740 NE 1st Street	77,181	Deschutes	Tues -- Fri 9-6, Sat 10-4
Boardman	TBD			3,330	Morrow	
Brookings	Ace Hardware	Kerr Ace Hardware Building Center	711 Chetco Avenue	6,213	Curry	Retail Hours
Burns	Parr Lumber	Parr Lumber	1 South Broadway	3,025	Harney	Retail Hours
Clackamas	Miller Paint	Miller Paint	10210 SE Hwy 212	5,177	Clackamas	Retail Hours
Coos Bay	Benjamin Moore -	Bayshore Paint	1026 N Bayshore Drive	15,665	Coos	Retail Hours
Coos Bay	SW Transfer Station	Beaver Hill Disposal Site	55722 Highway 101	15,665	Coos	Tue – Sat 8-4:30
Corvallis	ReStore	Benton Restore	1327 NW 9th St	51,110	Benton	Tuesday -Saturday 9-4:30
Corvallis	Sherwin Williams	Corvallis #8049	2495 NW 9th Street	51,110	Benton	Retail Hours
Cottage Grove	Do It Best	Cascade Home Center	120 South 5th Street	9,124	Lane	Retail Hours
City/town	Facility Type	Store Name	Address	Population	County	Hours of Operation
Dallas	TBD			15,630	Polk	

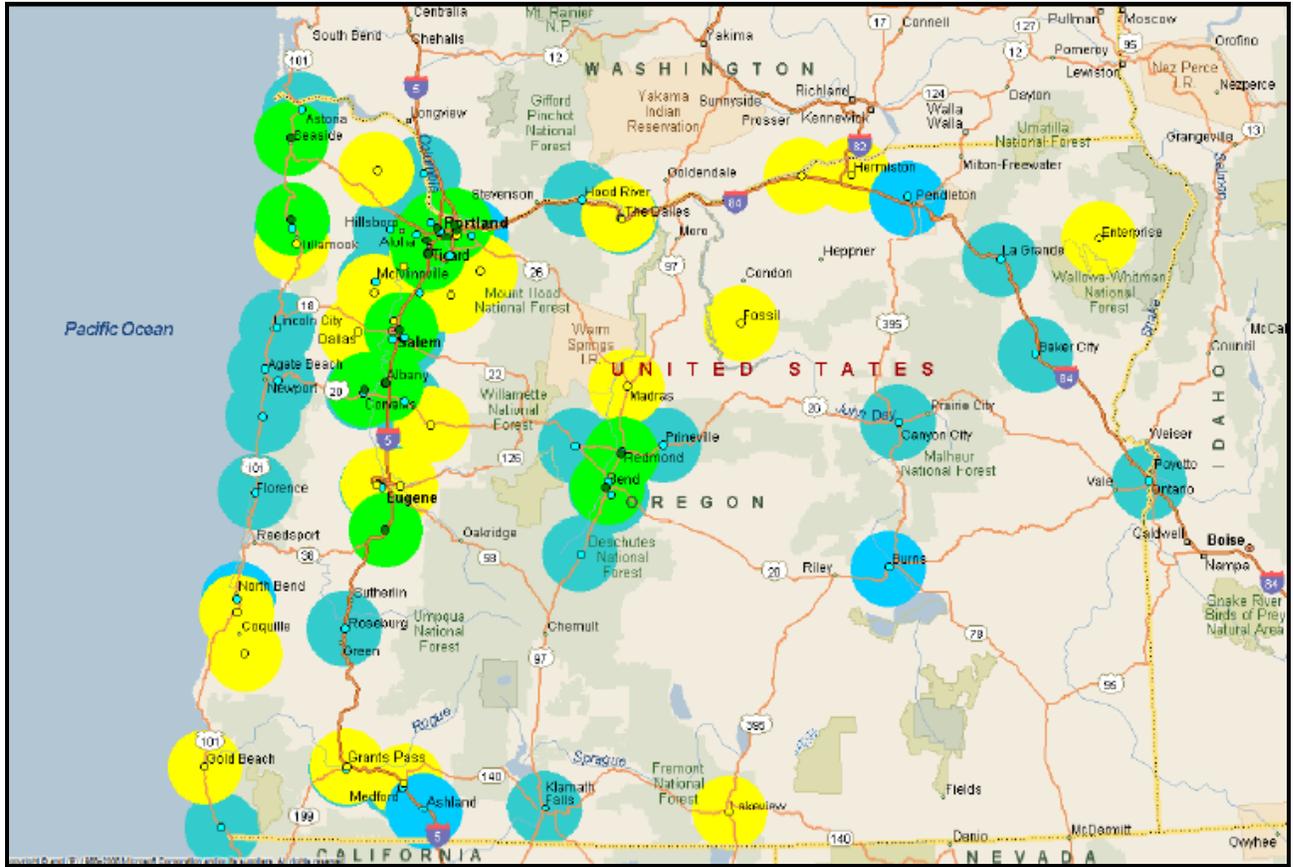
Enterprise	TBD			1,975		
Estacada	True Value	Estacada True Value	310 S Main St	2,558	Clackamas	Retail Hours
Eugene	Forrest Paint	Forrest Paint Retail	990 McKinley Street	150,104	Lane	Retail Hours
Eugene	Benjamin Moore - Signature Store	Tommy's Paint Pot	1000 Conger Street	150,104	Lane	Retail Hours
Eugene	Permanent HHW Collection	Lane County	3100 E. 17th Ave.	150,104	Lane	Every Thurs and 2 Sat/Month by appointment
Florence	True Value	Florence True Value	1750 Highway 126	8,694	Lane	Retail Hours
Forest Grove	ReStore	West Tuality ReStore	4115 24th Ave	20,985	Washington	Weds to Sat 10 to 4
Fossil	TBD			465	Wheeler	
Gearhart	Sherwin Williams	Gearhart #8275	3527 Highway 101 N	1,189	Clatsop	Retail Hours
Gold Beach	TBD			2,155	Curry	
Grants Pass	Sherwin Williams	Grants Pass #8192	1072 Rogue River Highway	32,260	Josephine	Retail Hours
Grants Pass	Glidden Paint	Glidden Professional Paint Center	310 N.E. Beacon Street	32,260	Josephine	Retail Hours
Gresham	Miller Paint	Gresham	1831 E Powell Boulevard	101,221	Multnomah	Retail Hours
Hermiston	TBD			16,080	Umatilla	
Hood River	Permanent HHW Collection	Tri-County (Hood River/Wasco/Sherman Counties)	3440 Guignard Dr. Hood River	6,877	Hood River	3rd Fri & Sat of the Month 9- 2
John Day	True Value	John Day True Value	161 E Main St	1,512	Grant	Retail Hours
Keizer	Sherwin Williams	Keizer #8609	4669 River Road North	36,150	Marion	Retail Hours
Klamath Falls	Sherwin Williams	Klamath Falls #8051	4525 S 6th Street	21,305	Klamath	Retail Hours
La Pine	Ace Hardware	Lapine Ace Hardware & Building Supply	51615 Huntington Road	918	Deschutes	Retail Hours
La Grande	SW Transfer Station	City Garbage Service	3412 Highway 30	12,682	Union	Mon, Tues, Thurs - Sat 9 - 4:30
Lake Oswego	Miller Paint	Miller Paint	544 North State St.	34,255	Clackamas	Retail Hours
Lakeview	TBD			2,750	Lake	
Lebanon	ReStore	Lebanon ReStore	1055 W. Airway Rd.	15,397	Linn	Thurs 10 -2, Fri - Sat 9-4
Lincoln City	SW Transfer Station	Lincoln County SW transfer station	288 S Anderson Creek RD	8,066	Lincoln	Mon - Fri, 7:30 - 4:30
Madras	TBD			6,640	Jefferson	
McMinnville	Sherwin Williams	McMinnville #8085	570 N Highway 99W	31,185	Yamhill	Retail Hours
City/town	Facility Type	Store Name	Address	Population	County	Hours of Operation
McMinnville	ReStore	McMinnville ReStore	1040 SE 1st St.	31,185	Yamhill	Tue- Sat 9-5
Medford	Sherwin Williams	Medford #8157	2560A Crater Lk Hwy	73,212	Jackson	Retail Hours

Medford	Miller Paint	Miller Paint Medford	803 S. Central	73,212	Jackson	Retail Hours
Molalla	True Value	Molalla True Value	114 Grange Avenue	7,263	Clackamas	Retail Hours
Myrtle Point	True Value	Myrtle Pt True Value	427 Spruce St	2,442	Coos	Retail Hours
Newberg	Benjamin Moore	Newberg Hardware	2100 Portland Rd.	22,953	Yamhill	Retail Hours
Newport	SW Transfer Station	Lincoln County SW transfer station	8096 NE AVERY ST.	9,943	Lincoln	Tues - Sat, 9am - 5pm
Ontario	True Value	Kinney Bros & Keele True Value Hardware	460 SW 4th Ave	10,991	Malheur	Retail Hours
Oregon City	Permanent HHW Collection	Metro South	2001 Washington St.	31,404	Clackamas	Mon - Sat 9-4
Pendleton	Sherwin Williams	Pendleton #8499	115 SE Emigrant Ave	17,295	Umatilla	Retail Hours
Portland	Permanent HHW Collection	Metro Central	6161 NW 61st	557,706	Multnomah	Mon - Sat 9-4
Portland	Ace Hardware	Powell Villa Ace Hardware	3660 SE 122nd Avenue	557,706	Multnomah	Retail Hours
Portland	Benjamin Moore	Kaleidoscope Paint	909 SE Salmon St.	557,706	Multnomah	Retail Hours
Portland	True Value	Parkrose True Value Hardware	10625 Ne Sandy Blvd	557,706	Multnomah	Retail Hours
Portland	ReStore	Portland ReStore	66 SE Morrison St	557,706	Multnomah	Tue - Sat 9 - 5
Portland	Rodda	Rodda Paint Eastside	<i>321 SE Taylor</i>	557,706	Multnomah	Retail Hours
Portland	Kelly Moore	Kelly Moore – 82 nd	<i>1414 SE 82nd Ave</i>	557,706	Multnomah	Retail Hours
Portland	Sherwin Williams	<i>Roosevelt # 8239</i>	2246 NE Roosevelt	557,706	Multnomah	Retail Hours
Portland	Miller Paint	Miller Paint	8703 SW Beaverton-Hillsdale Hwy	557,706	Washington	Retail Hours
Portland	Miller Paint	Miller Paint	1040 NW Murray Rd.	557,706	Washington	Retail Hours
Prineville	Parr Lumber	Parr Lumber	601 N Main Street	10,370	Crook	Retail Hours
Redmond	ReStore	Redmond Habitat ReStore	1789 SW Veterans Way	24,551	Deschutes	Tues – Sat 9 - 5
Redmond	Sherwin Williams	Redmond #8261	2835 SW Veterans Way	24,551	Deschutes	Retail Hours
City/town	Facility Type	Store Name	Address	Population	County	Hours of Operation
Roseburg	Sherwin Williams	Roseburg #8118	287 NW Garden Valley	21,235	Douglas	Retail Hours
Salem	Permanent HHW Collection	Marion County	3250 Deer Park Dr, SE	153,435	Marion	Thurs, 1st and 3rd Saturdays 8-3:30. Also curb collection of 1 gallon of latex paint weekly from

						households
Salem	Sherwin Williams	Salem (North) #8014	1014 Lancaster Dr NE	153,435	Marion	Retail Hours
Salem	Sherwin Williams	Salem #0818	287 NW Garden Way	153,435	Marion	Retail Hours
Salem	Benjamin Moore	Capital Paint	1080 Lancaster Dr NE	153,435	Marion	Retail Hours
Sisters	Ace Hardware	Lutton's Ace Hardware	373 E Hood Avenue	1,642	Deschutes	Retail Hours
Springfield	Do It Best	Square Deal Lumber	4992 Main Street	57,224	Lane	Retail Hours
St Helens	Permanent HHW Collection	Columbia County	1601 Railroad Ave.	12,510	Columbia	Mon - Fri 9-4, Sat-Sun 9 - 4
Sweethome	True Value	Hoys True Value Hardware	3041 Main St	8,930	Linn	Retail Hours
The Dalles	Permanent HHW Collection	Tri-County (Hood River/Wasco/Sherman Counties)	1317 W. First St.	11,897	Wasco	3rd Fri & Sat of the Month 9- 2
The Dalles	True Value	Sawyer's True Value	500 E 3rd St	11,897	Wasco	Retail Hours
Tillamook	SW Transfer Station	Tillamook County SW transfer station	1315 Eckloff Rd	4,700	Tillamook	Sun - Sat 8-4
Toledo	SW Transfer Station	Lincoln County SW transfer station	5441 Hwy. 20	3,610	Lincoln	Mon - Sat 8:30 - 4:30
Tualatin	Sherwin Williams	Commercial Location	19390 SW 90th Court	26,040	Washington	Retail Hours
Vernonia	Do It Best	Vernonia Hardware and Supply	1026 Bridge St	2,365	Columbia	Retail Hours
Waldport	SW Transfer Station	Lincoln County SW transfer station	3300 Crestline Drive	2,025	Lincoln	Mon - Sat, 9am - 4pm
Winston	True Value	Harrison's True Value Hardware	124 Douglas	5,890	Douglas	Retail Hours
Woodburn	Miller/Rodda Independent Retailer	GW Hardware	1525 N. Pacific Highway	22,728	Marion	Retail Hours

* Retail hours are assumed Monday - Saturday 9-4 at a minimum. Actual hours may vary and will be determined at a later date.

Phase 3 (Green)



Appendix N - Collection Site Standards

PaintCare-Oregon Paint Collection Facility Management Requirement Summary

Definitions

For the purpose of this discussion the following terms have the following definitions:

Architectural Paint --Interior and exterior architectural coatings sold in containers of five gallons or less. Architectural paint does not include industrial, original equipment or specialty coatings.

Alkyd Paint –Paint with synthetic resin modified with oil, commonly referred to as “oil based paint“. These paints often exhibit the hazardous waste characteristic of ignitability

Collection Bin –Bins provided to the collection facility by PaintCare to accumulate paint prior to shipping the material off-site for processing. Collection bins are designed to provide secondary containment to hold any paint from leaking paint cans or pails.

Collection Facility – Location where leftover architectural paint is collected and accumulated from consumers and businesses with paint. Collection facilities will include local fixed HHW collection sites, local government HHW collection events, participating paint retailers and other participating locations. Paint is not processed at collection facilities

Conditionally Exempt Generator – Conditionally Exempt Small Quantity Generators (CESQG) generate 100 kilograms or less per month of hazardous waste, or 1 kilogram or less per month of acutely hazardous waste. Requirements for CESQGs include (see 40 CFR 261.5 for regulatory text):

- CESQGs must identify all the hazardous waste generated.
- CESQGs may not accumulate more than 1,000 kilograms of hazardous waste or 1 kilogram of acutely hazardous waste at any time.
- CESQGs must ensure that hazardous waste is delivered to a person or facility that is authorized to manage it.

Latex Paint –General term used for water-based emulsion paints made with synthetic binders such as 100% acrylic, vinyl acrylic, terpolymer or styrene acrylic. A stable emulsion of polymers and pigment in water.

Paint Processing Facility – Facility that, bulks, recycles or otherwise processes paint for disposal.

What are Collection Facility Management Requirements?

Management Requirements are critical management practices that, when complied with, will:

- Minimize releases of hazardous material into the environment, and
- Protect worker and public safety.

General Requirements

Facility will:

- Comply with applicable federal, state and local laws, including:
- Zoning requirements for their activities;
- Fire and building codes;
- Oregon Department of Environmental Quality (DEQ) permit requirements (air, hazardous waste, water quality, solid waste or storm water permits); and
- Oregon OSHA requirements.
- Have the capability (e.g., adequate space, staffing, and training) to collect and store paint;
- Have adequate comprehensive and/or commercial general liability insurance to cover potential risks and liability associated with activities on premises;
- Provide staff to collect paint and be open to the public with a frequency adequate to meet the needs of the area being served; and
- Have appropriate signage that informs customers of the hours of operation.

Waste Acceptance Requirements

Facility will:

- Greet all customers and accept the leftover paint from them;
- Prohibit self-service returns;
- Be staffed at all times when accepting leftover paint;
- Screen returns to ensure **only** the following leftover architectural paint is collected:
 - Latex and alkyd paint from households;
 - Latex paint from non-households regardless of their hazardous waste generator status; and
 - **Alkyd paint** from conditionally exempt small quantity hazardous waste generators (CEGs); generator status will be verified using the generator screening procedure. If a customer is suspected of being a CEG (e.g., large numbers of 5 gallon containers, paint type not normally sold for residential use, or business logos on clothing or truck), request that they certify that they are a conditionally exempt small quantity generator. Have the customer read the CEG qualification requirements and sign the certification statement, including their business name and address. **Do not accept alkyd paint from small and large quantity hazardous waste generators or customers that will not certify CEG status.**
- Inform any person bringing in unacceptable material to the collection site why their material cannot be accepted and direct them to a local hazardous waste collection facility if available. Give customers a handout provided by PaintCare that lists acceptable products and unacceptable products, the statewide toll-free household hazardous waste hotline number (1-800-732-9253) as well as the website at <http://www.deq.state.or.us/lq/sw/hhw/index.htm>. For non-households, the handout will provide information about the DEQ hazardous waste technical assistance program including the address to their website at <http://www.deq.state.or.us/lq/hw/technicalassistance.htm>.
- Staff collecting paint will examine all containers prior to accepting to ensure the material collected is in properly sealed and labeled containers that are in good condition;

- Accept paint in containers of 5 gallons or smaller in size;
- Place accepted products into collection bins immediately;
- Not exceed paint storage capacity. If collection bins are full, tell customers that you are temporarily unable to accept their returns and direct them to another collection site or ask the customer to come back at a later date; For their nearest collection site, direct the customer to 1-800-CLEANUP or www.paintcare.org. Not open individual containers once they are accepted for collection;
- Set aside paint containers for Paint Exchange which comply with the requirements of the Paint Exchange section of this document; and
- Handle and store leftover paint containers in a manner that minimizes spills and releases.

Waste Storage Requirements

Facility will:

- Be secured/locked when unattended;
- Establish a dedicated storage area for paint collection;
- Place collection bins on an impermeable surface (e.g., concrete, asphalt, sealed wood floor) whenever possible. Collection bins providing secondary containment must be stored on a solid surface such as concrete, asphalt or compacted gravel, not bare soil. In rare cases when paint is collected in containers that do not provide secondary containment, the containers shall be placed on an impermeable surface designed to contain spills or releases while the material is being collected or accumulated.
- Protect storage containers from temperature extremes by storing them inside or under cover whenever practicable;
- Store collection bins away from ignition sources;
- Place collection bins away from any type of storm or floor drain;
- Limit public access to the collection area;
- Keep collection bins closed except when adding leftover paint;
- Maintain sufficient space around collection bins to permit inspection for leakage and access to the bin in an emergency;
- Establish a dedicated storage area for leftover paint collection which ensures that there is sufficient separation of collection bins from other materials or products;
- Not over-fill collection bins;
- Call PaintCare for a pickup as soon as the collected paint is half of storage capacity, to avoid over capacity issues;
- Pack 5 gallon containers on the bottom of the collection bin whenever practical;
- Pack all containers upright and as tightly as possible and in a manner which will protect them from breakage, rupture, and conditions which may cause them to break or leak;
- Use safe materials handling, storage, and management practices, including adhering to good housekeeping standards, such as keeping all leftover paint storage areas clean and orderly; and

- Ensure that the collection bins are marked on two opposite vertical sides of the package with the arrows pointing in the correct upright direction and marked “this end up.” Collection bins will be provided by PaintCare to the collection sites.

Emergency & Safety Equipment

Facility will:

- Establish storage area(s) for personal protection and spill response equipment in an accessible location adjacent to the paint collection area;
- Ensure that 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; and
- Ensure emergency procedures and contact information is posted by phone near the collection area. Emergency procedures and contact information template are included in paint manual provided to the collection facility by PaintCare.

Fees

- Paint collection facilities are prohibited from charging fees to customers for dropping off leftover architectural paint under this program.

Worker Safety and Training

Facility will:

- Ensure that all employees handling returned paint receive training in paint collection/handling, inspection and emergency response procedures before collecting paint;
- Ensure that employees conduct paint collection activities in a safe manner that protects workers and the public;
- Ensure paint collection activities follow good general health & safety practices, such as proper lifting procedures, proper hygiene, etc.;
- Ensure all staff are equipped for and understand:
 - hazards that may be encountered in the work environment;
 - safety practices needed to protect themselves and others from harm; and
 - actions needed to be taken in an emergency e.g., fire or spill). (For more information regarding training, refer to Oregon OSHA webpage at: <http://www.orosha.org/pdf/pubs/htmlpubs/betrained/betrained.html>); and
- Maintain training plans and records for each employee in the operating record.

Inspections

Facility will:

- At the end of each day, inspect collection area to ensure the containers are closed properly and the facility secured. Inspect collection bins for damage and/or missing labels. Correct if possible. Report any problems not corrected to the PaintCare program for replacement or repair as soon as possible;

- Perform weekly inspections to insure that all emergency and safety equipment is operable and accessible and repair or replace defective or missing equipment as soon as possible; and
- Perform weekly inspections of the facility for inadequacies and deterioration, and for practices which may be causing (or may lead to) release of paint waste constituents to the environment or a threat to human health.

Spill Response

Facility will:

- Operate in a manner that minimizes spills and releases of leftover paint;
- Clean up any spill or release of leftover paint immediately and place spill residue in a sealed container in a paint collection bin;
- Report any spill or release or threatened spill or release of **alkyd** paint to the environment (air, water or soil) greater than 10 gallons **or any release of any paint** to the storm drain or waters of the state to the Oregon Emergency Response System (OERS) by calling 1-800-452-0311 and PaintCare within 24 hours;
- Contact the PaintCare program to replenish spill kit materials as needed;
- If applicable, develop and maintain emergency action plan as required by Oregon OSHA. For information regarding who is required to have an emergency action plan refer to <http://www.orosha.org/pdf/pubs/3356.pdf>;
- 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 waste handled at the facility, and evacuation routes; and
- Post emergency contact numbers such as police, fire department, emergency services, and OERS.

Record keeping

Facility will:

- Maintain shipping, inspection, and employee training records for a minimum of 3 years;
- Maintain CEG certification records for a minimum of 3 years.; and
- Maintain shipping records for off-site shipments collected paint for at least three years.

Facility Closing

Facility will:

- Notify the PaintCare program in writing a minimum of 60 days in advance of closing;
- Notify customers 30 days in advance of closing, by posting a sign at the entrance areas;
- Ensure all collected product is removed by PaintCare from the facility upon closing; and
- Ensure all PaintCare program equipment is returned upon closing.

Paint Exchange

Requirements:

- All paint containers must be more than half full, and in good condition; contents must be liquid and relatively new.

- Paint for the Paint Exchange will be sorted and segregated in a separate storage area by staff.
- Paint cans must not be opened. The consumer may return it to the depot if they take it home and realize that it is not suitable for their purposes.
- There is no charge for paint from the paint exchange.
- PaintCare will provide paint exchange waiver stickers which explain that the paint is taken as-is and there is no guarantee of quality or contents. . A sticker must be affixed to each can of paint being taken from the collection depot.
- The consumer removing the paint must provide their name and address and sign a paint waiver form.
- The facility will track the amount of paint given away through the paint exchange.

Appendix O – CEG Screening Procedures

CEG Screening Procedure

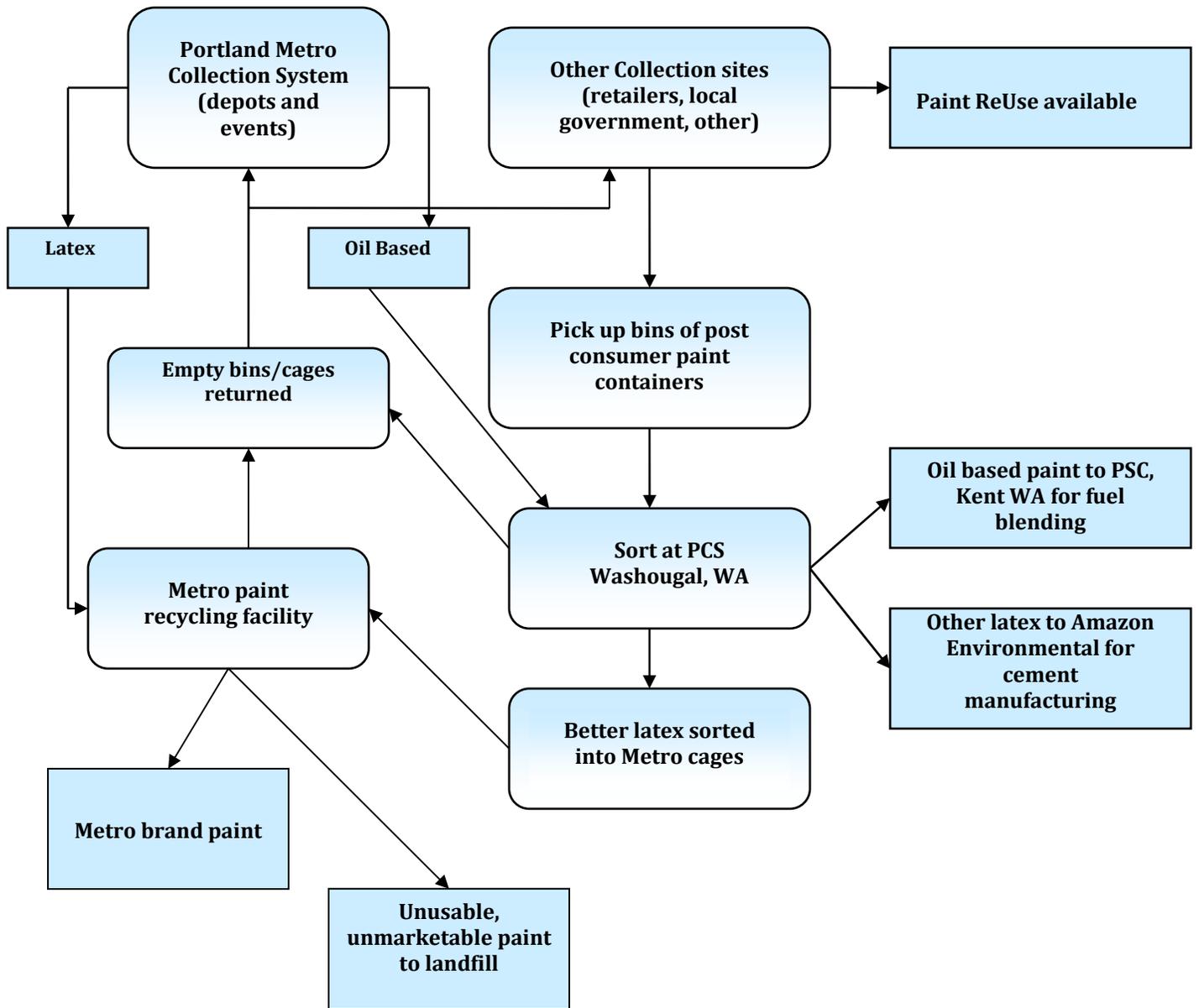
Non-households (businesses, non-profit and government organizations) bringing in leftover paint alkyd to a PaintCare collection center must first be screened to ensure that they are indeed a conditionally exempt hazardous waste generator.

When an individual brings in paint to a collection facility, they will be given a flyer (or shown a poster) indicating acceptable paint products.

- The attendant will ask the person if they are bringing in household paint. If the answer is yes, and the paint and containers are acceptable, the paint will be collected.
- If the person bringing in paint says that the paint is not household paint and they are bringing in only latex paint and paint and containers are acceptable, the paint will be collected.
- If the person says that they are not a household and they have alkyd paint, they will be asked to read the CEG brochure and sign a form certifying they are indeed a CEG. The form will include the date, the name and address of their business. The CEG brochure will encourage people to contact DEQ for technical assistance if they need additional information about hazardous waste. If they are unsure of their generator status, they will be referred to the DEQ hazardous waste technical assistance webpage at <http://www.deq.state.or.us/lq/hw/technicalassistance.htm>

When collection facilities are audited by PaintCare representatives, declaration forms will be reviewed and compared with a list of registered hazardous waste generators from DEQ to ensure that hazardous waste was not collected from large or small quality hazardous waste generators. When there are regulated generators are suspected, the information will be given to the appropriated DEQ regional office for possible follow-up.

Appendix P – Materials Flowchart



Appendix Q – DOT Special Permitting Requirements

March 20, 2009



U.S. Department
of Transportation

**Pipeline and Hazardous
Materials Safety
Administration**

East Building, PHH – 30
1200 New Jersey Avenue, Southeast
Washington, D.C. 20590

DOT-SP 11624
(THIRTEENTH REVISION)

(FOR RENEWAL, SEE 49 CFR § 107.109)

1. GRANTEE: (See individual authorization letter)
2. PURPOSE AND LIMITATION:
 - a. This special permit authorizes the transportation in commerce of certain waste paints and paint related materials, Class 3, in metal or plastic pails, packed in cubic yard boxes, dump trailers, and roll-off containers. This special permit provides no relief from the Hazardous Materials Regulations (HMR) other than as specifically stated herein. The most recent revision supersedes all previous revisions.
 - b. The safety analyses performed in development of this special permit only considered the hazards and risks associated with transportation in commerce.
 - c. Unless otherwise stated herein, this special permit consists of the special permit authorization letter issued to the grantee together with this document.
3. REGULATORY SYSTEM AFFECTED: 49 CFR Parts 106, 107 and 171-180.
4. REGULATIONS FROM WHICH EXEMPTED: 49 CFR §§ 173.173(b)(2) and 173.242 in that inner metal or plastic packagings of not over 7 gallons packed in cubic yard boxes, dump trailers and roll-off containers are not authorized, except as specified

herein; § 172.301(a) in that each inner packaging is not marked with the proper shipping name and identification number; § 172.301(c) in that each inner packaging is not marked with the special permit number; and § 172.400(a) in that each inner packaging is not labeled.

5. BASIS: This special permit is based on the application of Pacific Commercial Services, LLC dated January 14, 2009, submitted in accordance with § 107.105 and the public proceeding thereon.

6. HAZARDOUS MATERIALS (49 CFR § 172.101):

7. SAFETY CONTROL MEASURES:

a. PACKAGING - Inner metal or plastic packagings of not over 7 gallons each, packed in cubic yard boxes, dump trailers, and roll-off containers. The cubic yard boxes, dump trailers, and roll-off containers must be liquid tight through design or by the use of plastic lining materials.

b. OPERATIONAL CONTROLS -

(i) All packagings inside cubic yard boxes, dump trailers and roll-off containers must be blocked and braced to prevent movement during transportation that could cause the container to open or fall over.

(ii) No leaking containers may be transported under the terms of this special permit, unless overpacked in a UN specification package capable of containing the leakage or in accordance with § 173.12.

c. Only waste materials may be transported under the terms of this special permit.

Hazardous Materials Description			
Proper Shipping Name	Hazard Class/ Division	Identification Number	Packing Group
Paint (preceded by the word "Waste" if applicable)	3	UN1263	II and III
Paint related material (preceded by the word "Waste" if applicable)	3	UN1263	II and III

8. SPECIAL PROVISIONS:

a. A person who is not a holder of this special permit who receives a package covered by this special permit may reoffer it for transportation provided no modifications or changes are made to the package and it is reoffered for transportation in conformance with this special permit and the HMR.

b. A current copy of this special permit must be maintained at each facility where the package is offered or reoffered for transportation.

c. MARKING - The outside of each yard box, dump trailer and roll-off container must be plainly and durably marked with "DOT-SP 11624" at least 2 inches in height.

d. The marking requirements for each inner packaging in accordance with § 172.301(a) and (c) are waived.

e. LABELING - The labeling of each inner packaging in accordance with § 172.400(a) is waived.

9. MODES OF TRANSPORTATION AUTHORIZED: Motor vehicle, rail freight and cargo vessel.

10. MODAL REQUIREMENTS: A current copy of this special permit must be carried aboard each cargo vessel or motor vehicle used to transport packages covered by this special permit.

11. COMPLIANCE: Failure by a person to comply with any of the following may result in suspension or revocation of this special permit and penalties prescribed by the Federal hazardous materials transportation law, 49 U.S.C. 5101 et seq:

- o All terms and conditions prescribed in this special permit and the Hazardous Materials Regulations, 49 CFR Parts 171-180.

- o Persons operating under the terms of this special permit must comply with the security plan requirement in Subpart I of Part 172 of the HMR, when applicable.

- o Registration required by § 107.601 et seq., when applicable.

Each "Hazmat employee", as defined in § 171.8, who performs a function subject to this special permit must receive training on the requirements and conditions of this special

permit in addition to the training required by §§ 172.700 through 172.704.

No person may use or apply this special permit, including display of its number, when this special permit has expired or is otherwise no longer in effect.

Under Title VII of the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU) - 'The Hazardous Materials Safety and Security Reauthorization Act of 2005' (Pub. L. 109-59), 119 Stat. 1144 (August 10, 2005), amended the Federal hazardous materials transportation law by changing the term "exemption" to "special permit" and authorizes a special permit to be granted up to two years for new special permits and up to four years for renewals.

12. REPORTING REQUIREMENTS: Shipments or operations conducted under this special permit are subject to the Hazardous Materials Incident Reporting requirements specified in 49 CFR §§ 171.15 B Immediate notice of certain hazardous materials incidents, and 171.16 B Detailed hazardous materials incident reports. In addition, the grantee(s) of this special permit must notify the Associate Administrator for Hazardous Materials Safety, in writing, of any incident involving a package, shipment or operation conducted under terms of this special permit.

Issued in Washington, D.C.:



for Theodore L. Willke
Associate Administrator for Hazardous Materials Safety

Address all inquiries to: Associate Administrator for Hazardous Materials Safety, Pipeline and Hazardous Material Safety Administration, U.S. Department of Transportation, East Building PHH-30, 1200 New Jersey Avenue, Southeast, Washington, D.C. 20590.

Copies of this special permit may be obtained by accessing

the
Hazardous Materials Safety Homepage at

http://hazmat.dot.gov/sp_app/special_permits/spec_perm_index.htm

Photo reproductions and legible reductions of this special permit are permitted. Any alteration of this special permit is prohibited.

PO:KFW/sln

**Appendix R – Example Collection Agreement (Retail)
Oregon Paint Recycling Program**

Paint Retailer Collection Site Agreement

This Agreement dated and effective as of the ____ day of _____ 2010.

Between:

PCA Paint Stewardship, Inc. having a place of business at
10121 SE Sunnyside Road, Suite 300, Clackamas, Oregon 97015
("PCA"),

and

Retailer Business Name: _____

Retailer Legal Name (if different):

Retailer Office Address:

Retailer Site Address (if different):

Telephone number: _____ **Fax number:** _____

Email address: _____

("Retailer")

Whereas:

- A. PaintCare Inc. operates a paint stewardship program, which is intended to provide consumers in Oregon with a cost-effective, safe and convenient collection system for Program paint products.
- B. PCA operates paint stewardship programs and is appointed by PaintCare as program manager of the Program.
- C. The Retailer operates one or more retail stores in Oregon that sells program products.
- D. The parties wish to enter into this Agreement, which describes the terms and conditions under which the Retailer will act as an authorized collection site for the Program.

1.0 Definitions:

1.1 **“PaintCare”** means PaintCare Inc., a corporation under the laws of Delaware which is the operator of the Program.

1.2 **“Program”** means the paint stewardship program operated in accordance with a Program plan filed by PaintCare with Oregon Department of Environmental Quality ,

1.3 **“Program Products”** means the paint products covered by the Program (“Program Products”) are described in the Program Plan, subject to any policies and rules of the Program, which are considered to be unwanted by the Consumer.

1.4 **“Collection Guidelines”** means the compendium of information including collection site standards and other procedures developed to assist collection sites in managing the collection and storage of Program Products in a way that will minimize of the risk of personal injury and harm to the environment.

1.5 **“Non-program Products”** means products not covered by the Program.

1.6 **“Consumer”** means, for latex paint, any person, and for alkyd (oil based) paint, means a householder, or a Conditionally Exempt Generator (CEG).

1.7 **“CEG”** means Conditionally Exempt Hazardous Waste Generator, a businesses or other entity that produces and accumulates small amounts of hazardous waste and is conditionally exempt from most state and federal hazardous waste management requirements.

2.0 Appointment as Collection Site

2.1 PCA appoints the Retailer as an authorized site for the collection of Program Products for the term of this Agreement at the following location(s):

_____, Oregon, _____

(address of collection site including zip code)

(the "Site").

3.0 Program Responsibilities

3.1 PaintCare or PCA will supply or provide:

- (a) the current Guidelines and updated versions when available;
- (b) collection containers which may be bins and/or drums;
- (c) a spill kit;
- (d) transportation services for the delivery of empty bins and pickup of full collection containers; and
- (e) consumer brochures and signage;

4.0 Retailer Responsibilities

4.1 The Retailer agrees to

- (a) provide the services to the Program in accordance with the Guidelines, as amended from time to time, as well as any other communications or instructions from PaintCare or PCA and to ensure staff are trained so that the collection service is provided in accordance with the Guidelines.
- (b) accept Program Products from Consumers during operating hours;
- (c) take all reasonable measures to protect the collection containers, which shall remain the property of the Program or its service provider;
- (d) assist the service provider appointed by the Program in loading and unloading of full and empty collection containers and the completion of the required documentation;
- (e) display collection site signage and posters provided by the Program;
- (f) make brochures available to customers;

5.0 Agreement Term and Termination

5.1 The Retailer acknowledges that no payment will be made to the Retailer by the Program under this agreement; however, the Program will be responsible for all costs relating to dropping off and picking up the collection containers at the Retailer.

5.2 PCA shall give the Retailer a minimum of 30 days notice of the date the Retailer will begin as a collection site. This Agreement shall be then be effective for an initial period expiring on **June 30, 2014** unless otherwise terminated by law or under this Agreement. This Agreement shall thereafter automatically renew for additional one (1) year terms, unless either party notifies the other at least sixty (60) days in advance of any renewal term commencement date that the Agreement shall not be renewed.

5.3 PCA or the Retailer may terminate this Agreement at any time upon 60 days written notice to the other party, without cause.

5.4 If a party:

- (a) fails in the strict performance of any part of this Agreement; or
- (b) is sold, liquidated, or becomes insolvent, or if a custodian or receiver is appointed for its business or any of its property, or if the party makes an assignment, proposal, or arrangement for the benefit of creditors, or if it files or has filed against it a petition of bankruptcy that is not dismissed within 30 days after filing, or if the party discontinues its business for any reason,

the other party shall have the right upon the occurrence of such event to terminate this Agreement at any time thereafter.

6.0 Reports by Retailer, Spill Procedure

6.1 The Retailer shall provide the following reports to the Program:

- (a) monthly site inspection report form in the form set out in the Collection Guidelines;.
- (b) report of any spills or any health or safety incidents as soon as possible after the occurrence; and
- (c) any other reports required under applicable regulations or reasonably required by the Program.

6.2 If a spill of Program Products occurs at the Site, or a health and safety incident related to the Program occurs, the Retailer shall follow the emergency procedures in the Collection Site Guidelines including the report, as soon as possible.

7.0 Covenants of the Retailer

7.1 The Retailer covenants, represents and warrants to PCA that:

- (a) The Retailer is an incorporated and/or an otherwise validly existing business or municipality in good standing and qualified to carry on business in Oregon and has the corporate or other power, capacity and authority to carry on its business and to enter into and complete this Agreement;
- (b) the Retailer shall perform its obligations under this Agreement in a safe and efficient manner and in compliance with all local, state and federal laws, bylaws, regulations, and contractual terms applicable to the performance of its obligations under this Agreement, including, without limitation, applicable environmental laws;
- (c) the Retailer's employees are qualified and trained to perform the obligations of the Retailer under this Agreement;
- (d) the Retailer's licenses, permits, and any other authorizations required are, and shall be, in good standing during the term of this Agreement;
- (e) The Retailer consents to the publication by the Program of the address, telephone number and hours of operation of the Site.

8.0 Covenants of PCA

8.1 PCA covenants, represents and warrants to the Retailer that:

- (a) PCA is a non-profit corporation validly existing under the laws of Oregon;
- (b) PCA has the corporate power, capacity and authority to enter into and complete this Agreement; and
- (c) the execution and delivery of this Agreement has been validly authorized by all necessary corporate action by PCA .

9.0 Other Terms

9.1 The Retailer acknowledges that it is an independent contractor supplying services to, and not a subcontractor of the Program and that the Retailer is supplying services to the Program under this Agreement at the Retailer's own risk, including, without limitation, risk of fire, property, personal injury or any other loss or damage of any nature whatsoever arising from the Retailer's performance of the services under this Agreement.

9.2 Notwithstanding anything contained in this Agreement, either party's performance of its obligations under this Agreement shall be suspended during a delay (the "Unavoidable Delay") caused by fire, strike or other casualty or contingency beyond the reasonable control of a party. Each party shall notify the other party of the Unavoidable Delay which may prevent the party from performing its obligations under this Agreement.

9.3 This Agreement shall be the entire agreement between the parties and supersedes any prior agreement. No party shall be bound by any warranty or agreement not included in this Agreement and, in particular, no warranty of a party not expressed in this Agreement shall be implied.

9.4 No party may assign this Agreement without the prior written consent of the other party except that PCA may assign this Agreement to PaintCare, or to any agent of PaintCare as PaintCare shall direct in writing.

9.5 This Agreement may be executed in any number of counterparts, and each executed counterpart shall be considered an original. All executed counterparts taken together shall constitute the agreement.

9.6 Any communications under this Agreement shall be in writing and delivered by hand or transmitted by telecopy to the address and telecopy number of each party set out at the beginning of this Agreement.

TO EVIDENCE THEIR AGREEMENT each of the parties has executed this Agreement on the date set out above.

(Retailer Legal Name)

By:

(Authorized signatory)

(Print Name and Title)

PCA Paint Stewardship, Inc.

By:

Mark Kurschner, President

NOTE: This is a Sample Agreement and subject to change and conditioned upon mutual acceptance of terms – it will also be modified depending on the type of collection site (i.e., retail, governmental, other).

