

CALIFORNIA ARCHITECTURAL PAINT RECOVERY PROGRAM LARGE VOLUME SITE WASTE PAINT MANAGEMENT AGREEMENT

This Agreement (“Agreement”) is made by and between County Sanitation District No. 2 of Los Angeles County (“District”), located at 1955 Workman Mill Road, Whittier, CA 90601 (“Generator”) and PaintCare Inc., a Delaware corporation having its office at 901 New York Ave NW, Suite 300W, Washington DC 20001. (“PaintCare”).

RECITALS

WHEREAS:

- A.** PaintCare is the representative organization of the California Architectural Paint Recovery Program (the “Program”), as set forth by Cal. Public Resources Code §§ 48700-48706 (2010), that is organized to develop and implement a recovery program to reduce the generation of post-consumer architectural paint, to promote the direct reuse of post-consumer architectural paint, and to negotiate and execute agreements to collect, transport, directly reuse, recycle, and dispose of paint using environmentally sound management practices;
- B.** Generator routinely generates large volumes of leftover paint as part of its normal business operations and desires PaintCare to arrange for that paint to be picked up, transported, and processed/disposed of pursuant to the Program;
- C.** Generator routinely generates large volumes of leftover paint as part of its load check program and desires PaintCare to arrange for that paint to be picked up, transported, and processed/disposed of pursuant to the Program; and
- D.** The parties wish to enter into this Agreement, which describes the terms and conditions of their contractual relationship.

NOW, THEREFORE, for and in consideration of the terms of this Agreement and the mutual promises and covenants contained herein, the parties hereto agree as follows:

1.0 DEFINITIONS:

- 1.1 “**Agreement**” means this executed document setting forth the obligations of the parties, including all attachments.
- 1.2 “**CESQG**” means a business or organization that qualifies as a “Conditionally Exempt Small Quantity Generator” under state and federal (40 CFR 261.5) hazardous waste generator rules that, among other criteria, require that that the business/organization (1) generates no more than 100 kilograms (about 25 gallons or 220 pounds) of hazardous waste per calendar month, (2) generates

no more than 1 kilogram of acute hazardous waste per calendar month, and (3) accumulates no more than 1,000 kilograms of hazardous waste or 1 kilogram of acute hazardous waste at any given time.

- 1.3 **“Collection Bins”** are containers provided by or approved for use by PaintCare or its contractors to hold Program Products.
- 1.4 **“Haulers”** mean independent contractors hired by PaintCare to transport Program Products from the Large Volume Sites.
- 1.5 **“Including”** (whether or not capitalized) means “including but not limited to.”
- 1.6 **“Large Volume Sites”** are those sites owned and/or operated by Generator, as specifically identified in Article 2.0 below, as may be amended from time-to-time through the mutual written agreement of the parties.
- 1.7 **“Law”** means all existing and future federal, state, and local statutes, laws, codes, ordinances, decrees, rules, regulations, requirements, and orders, of any governmental authority, entity, or agency whether federal, state, municipal, local, or other government body or subdivision, including those relating to unemployment compensation, worker’s compensation, disability, taxes, worker and public health and safety, the environment, and the Program.
- 1.8 **“Non-Program Products”** mean products not covered by the Program.
- 1.9 **“Program Guidelines”** mean the California Architectural Paint Recovery Program Large Volume User Collection Facility Guidelines incorporated herein as Attachment A, as may be revised or updated by PaintCare from time-to-time by providing advanced written notice to Generator.
- 1.10 **“Program Products”** mean the materials described in Section 3 of the Program Guidelines.
- 1.11 **“State”** means the State of California.
- 1.12 **“Written” or “In Writing”** (whether or not capitalized) means in a written communication in hardcopy or electronic form, including email.

2.0 LARGE VOLUME SITE(S)

The following location(s) are the Large Volume Site(s) covered by this Agreement:

Site Name	Address	Phone	Site ID <i>[Provided Internally]</i>
Puente Hills Materials Recovery Facility (RLVP)	2808 Workman Mill Rd Whittier, CA 90601	(562) 908-4875	CA7198

Calabasas Landfill (RLVP)	5300 Lost Hills Rd Agoura, CA 91301	(562) 908-4876	CA7216
Scholl Canyon Landfill	3001 Scholl Canyon Rd Glendale, CA 91206	(818) 243-9779	CA7217

3.0 TERM AND TERMINATION

- 3.1 This Agreement will commence on the date of the later signature below and, unless terminated under this Article, will remain in full force and effect for a period of two (2) years.
- 3.2 This Agreement will automatically renew each year for additional one (1) year terms, unless either party notifies the other in writing at least sixty (60) days in advance of the renewal term commencement date that the Agreement will not be renewed.
- 3.3 Upon any expiration or termination of this Agreement, Generator shall assemble all Collection Bins supplied by PaintCare whether or not full, and shall make them available for pick up by a Hauler at one of the Large Volume Sites.
- 3.4 Either party may terminate this Agreement upon prior written notice if the other party:
- a. has breached any material provision of this Agreement, and has failed to cure such breach within thirty (30) days of receiving written notification of such breach; or
 - b. has violated applicable Law.
- 3.5 Any notice of termination must specify the date of termination and the reasons for termination.
- 3.6 Either Party may terminate this Agreement at any time without cause upon sixty (60) days' written notice to the other party.

4.0 PAINTCARE OBLIGATIONS

- 4.1 PaintCare shall:
- a. Provide Generator with the current Program Guidelines and updated versions when available;

- b. Arrange for Haulers to drop off empty Collection Bins at each Large Volume Site;
 - c. Arrange for Haulers to pick up full Collection Bins from the Large Volume Site within five (5) business days of Generator submitting a pickup request to the Hauler (for Large Volume Sites located in urban areas) or within ten (10) business days (for Large Volume Sites located in rural areas); and
 - d. Arrange for appropriate end-of-life processing and disposal pursuant to the Program of all Program Products collected from the Large Volume Sites.
- 4.2 If PaintCare or a Hauler causes any damage to Generator's property, PaintCare shall, at no expense to Generator, either (i) promptly replace the damaged property or repair it to the condition existing before the damage, or (ii) require the Hauler to replace the damaged property or repair it to the condition existing before the damage.

5.0 PAINTCARE REPRESENTATIONS AND WARRANTIES

- 5.1 PaintCare covenants, represents and warrants to the Generator that:
- a. PaintCare is a non-profit corporation validly existing under the laws of Delaware;
 - b. PaintCare 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 PaintCare.
 - d. This Agreement does not contradict with any other agreements of PaintCare.

6.0 GENERATOR'S OBLIGATIONS

- 6.1 Generator shall:
- a. Comply with the Program Guidelines, as well as any other communications or instructions from PaintCare relating to Program Products under this Agreement;
 - b. Ensure staff is trained so that the on-site accumulation of Program Products is conducted in accordance with the Program Guidelines;
 - c. Take all reasonable measures to secure and maintain the integrity of the Collection Bins, which will remain the property of PaintCare or its contractors;
 - d. Assist the Hauler in loading and unloading of full and empty Collection Bins and the completion of the required shipping documentation;

- e. Place in Collection Bins only those leftover Program Products that Generator generates in the course of its normal business operations (e.g., Generator may not accept any Program Products or materials from other parties for the purpose of facilitating transportation, processing, and/or disposal of those third-party materials under this Agreement); and
 - f. Follow the emergency procedures in the Program Guidelines immediately if any of the following occurs at a Large Volume Site: (i) a spill of Program Products; or (ii) a health and safety incident related to the Program; and immediately notify PaintCare of any such spills or incidents.
- 6.2 Generator shall ensure that oil-based Program Products are managed according to applicable hazardous waste management requirements and Law. Under the Program, PaintCare and its Haulers accept oil-based Program Products only from Large Volume Sites that (i) qualified as CESQGs when the oil-based Program Product waste was generated, and (ii) qualify as CESQGs on the date of pickup.
- a. If a Large Volume Site does not qualify as a CESQG, Generator shall not place any oil-based or solvent-based Program Products generated at that Large Volume Site in the Collection Bins.
 - b. If a Large Volume Site qualifies as a CESQG, Generator may place oil-based Program Products generated at that Large Volume Site in Collection Bins, provided that (i) the Large Volume Site qualified as a CESQG at the time it generated those particular oil-based Program Products, and (ii) Generator signs the LVS Certification Log (included in Appendix A to the Program Guidelines) on the day of each pick-up of such Program Products and before such Program Products are accepted by the Hauler.
 - c. If a Large Volume Site qualifies as a CESQG and places oil-based Program Products in the Collection Bins, Generator shall to the greatest extent practicable at the Large Volume Site place oil-based Program Products in a separate Collection Bin from other Program Products.
- 6.3 Generator (and not PaintCare) is responsible for making day-to-day and critical decisions regarding its performance under this Agreement and its operation of the Large Volume Sites, including the collection, identification, handling, and sorting of Program and Non-Program Products at the Large Volume Sites.
- 6.4 Generator shall take reasonable precaution and care to protect all public and private property during its performance under this Agreement and its operation of the Large Volume Sites. If Generator's personnel or equipment causes any damage to PaintCare's or one of its contractor's property, Generator, at its sole expense, shall promptly replace the damaged property or repair it to the condition existing before the damage.

- 6.5 Generator shall provide PaintCare and its representatives with reasonable access, as provided in Article 9 (“Audit and Inspection Rights of PaintCare”), to the Large Volume Sites in order for PaintCare to fulfill its rights under Article 9 (“Audit and Inspection Rights of PaintCare”).
- 6.6 Generator shall ensure that only Program Products are placed in Collection Bins. If Generator contaminates a Collection Bin with any Non-Program Products, PaintCare may, at its sole discretion, invoice the Generator for reimbursement of any costs that PaintCare incurs in connection with the management of those Non-Program Products. Generator shall pay such invoices within thirty (30) days of receipt of said invoice.
- 6.7 Generator will operate the Large Volume Sites and perform its obligations in a diligent, safe, health-protective, and environmentally-protective manner and in accordance with all applicable Law. Generator (and not PaintCare) is responsible for providing any personal protective equipment or safety training that may be required by the Occupational Safety and Health Administration (OSHA) or under applicable Law.

7.0 GENERATOR REPRESENTATIONS AND WARRANTIES

- 7.1 Generator covenants, represents and warrants that:
 - a. Generator is an incorporated and/or an otherwise validly existing business, institution or municipality in good standing and qualified to carry on business in California and has the corporate or other power, capacity and authority to carry on its business and to enter into and complete this Agreement;
 - b. Generator's employees and agents are qualified and trained to fully perform its obligations under this Agreement;
 - c. Generator possesses and will maintain throughout the term of the Agreement all licenses, permits, and any other authorizations necessary to fulfil its obligations under this Agreement;
 - d. Generator consents to PaintCare’s referencing in reports Generator’s participation in the Program; and
 - e. This Agreement does not in any way conflict with any other agreements of Generator.

8.0 TITLE AND RISK OF LOSS

- 8.1 Generator has title to and risk of loss and liability for any and all Program Products and Non-Program Products at each Large Volume Site. Notwithstanding the foregoing, once a Hauler accepts for transportation any Program Products at a Large Volume Site under this Agreement, title to and risk of loss for those Program Products will transfer to that Hauler. PaintCare at no time takes title to or assumes liability for Program Products or Non-

Program Products; however, PaintCare shall require in its contracts with its Haulers that the Haulers accept such title and risk of loss immediately upon accepting any Program Products for transportation from a Large Volume Site.

- 8.2 PaintCare is not responsible for any damage to persons or property as a result of the use, misuse, or failure of any equipment used by Generator, or by any of Generator's employees or contractors, including the Collection Bins, even if such equipment is furnished, rented, or loaned to Generator by PaintCare.

9.0 AUDIT AND INSPECTION RIGHTS

- 9.1 PaintCare and its representatives may (a) monitor and verify that Generator has complied with this Agreement and the applicable Law; and (b) consult with Generator about such compliance; provided, however, that PaintCare has no authority or ability to control, supervise or manage (i) the employees of Generator; (ii) the activities undertaken by Generator in the performance of this Agreement; and (iii) the means by which Generator meets all requirements under this Agreement, including compliance with applicable Law.

- 9.2 PaintCare may visit and inspect, with full access, the Large Volume Sites during the Large Volume Sites' hours of operation.

- 9.3 Generator will maintain and make available to PaintCare or its representative, during regular business hours, accurate books and records relating to this Agreement. Generator will permit PaintCare or its representative to audit, examine, and make excerpts and transcripts, for any books or records, and to make audits of materials, records and other data related to all other matters covered by this Agreement. Generator shall maintain such data and records in an accessible location and condition for a period of not less than three (3) years from the date produced under this Agreement or until after final audit has been resolved, whichever is later.

- 9.4 Generator shall maintain records detailing:

- a. The quantity of paint given to Haulers, in the form of a bill of lading or any other documentation that Generator or the Large Volume Site must complete under applicable Law. The shipping document shall include:
 - i. The name, address, and telephone number of the originating Large Volume Site, the Hauler, and the destination of the Program Products.
 - ii. The quantity of Program Products being transported.
 - iii. The date on which the Hauler accepts the Program Products from the Large Volume Site.
 - iv. The signatures of both the Hauler and a representative of the Large Volume Site.
- b. Records of any inspections required by Law;

- c. The Employee Training records in Appendix B of the Program Guidelines.
- d. Signed LVS Certification Logs (included in Appendix A to the Program Guidelines) that Generator must complete as a condition for a Hauler to accept oil-based Program Products from any Large Volume Site.

10.0 INSURANCE

10.1 The Generator at its own expense shall carry and maintain on a continuous basis the following insurance coverage (collectively, the “Required Insurance”) during the term of this Agreement and thereafter as provided below:

- a. Commercial General Liability insurance written on an occurrence basis with limits not less than \$1,000,000 each occurrence, and \$2,000,000 in the aggregate, covering claims for bodily injury, death, and property damage (including loss of use), personal injury, and advertising injury, at least as broad as the 1986 (or later) Insurance Services Office Commercial General Liability Policy form CG 0001 ©, current edition occurrence form.
- b. Commercial Automobile Liability insurance covering liability arising from the use or operation of any auto, including owned, hired, leased, rented and non-owned vehicles. The coverage must be at least as broad as the Insurance Services Office Business Automobile Policy form CA 0001 ©, current edition. If the Services include transportation of “pollutants” (as defined in Insurance Services Office Business Automobile Policy form CA 0001 ©, current edition), either (i) Hauler’s Automobile Liability policy must include the MCS-90 endorsement and the CA99 48 endorsement and otherwise cover liability arising from all handling or release of the pollutants by the Hauler, including during transport and during loading/unloading, and/or (ii) Hauler must carry a Environmental/Pollution Liability and/or Contractor’s Pollution Liability policy that covers liability arising from all handling or release of the pollutants by the Hauler, including during transport and during loading/unloading.
- c. Workers' Compensation Insurance as required by the State or other applicable Law.

10.2 All insurance required hereunder (including that of any Subcontractor) must contain the following additional provisions:

- a. Additional Insured – The Indemnified Parties must be listed as additional insureds on all (including any Subcontractor’s) Commercial General Liability and Commercial Automobile Liability policies as respect to claims or liabilities arising from, or connected with the Services, including

completed operations. The additional insured endorsements must be at least as broad as the current editions of the Insurance Services Offices forms CG 20 10 and CG 20 37. The Generator (and any Subcontractor) shall provide the Indemnified Parties with proof of status as an additional insured under CG 20 10 during the term of the Agreement, and under CG 20 37 for completed operations through the expiration of the longest applicable statute of limitations or period of repose.

- b. Primary Coverage – All insurance coverage required hereunder must be primary insurance, and any insurance or self-insurance maintained by PaintCare or the Indemnified Parties will be excess of and non-contributory with respect to such insurance.
- c. Severability of Interest - Except with respect to the limits of insurance, all insurance required hereunder will apply separately to each insured or additional insured.
- d. Notice of Cancellation - Each insurance policy shall be endorsed to require insurer(s) to provide 30 days' advance written notice (except 10 days' advance notice for non-payment of premium) to PaintCare prior to any suspension, cancellation or non-renewal of the required insurance.
- e. Waiver of Subrogation – The Generator hereby agrees to waive, and to procure from its insurers, waivers of subrogation against any and all of the Indemnified Parties. The Generator further agrees to hold harmless, defend and indemnify the Indemnified Parties for any loss or expense incurred as a result of the Generator's failure to obtain such waivers of subrogation from the Generator's insurers.
- f. Generator shall cause any Subcontractors to procure an equivalent waiver of subrogation against the Indemnified Parties from the subcontractors' insurers.

11.0 INDEMNIFICATION

- 11.1 Generator and its successors and assigns, agree to defend, indemnify, and hold harmless PaintCare and its sole member (as identified in PaintCare's Certificate of Incorporation), and their member companies, officers, directors, stockholders, employees, successors, assigns, attorneys, agents, and invitees (collectively, "Indemnified Parties") from and against all claims, suits, demands, obligations, losses, damages (including punitive or exemplary damages), liabilities, expenses (including legal fees, expenses of litigation, court costs, and reasonable costs of investigation), and causes of action of every kind whatsoever, whether based in contract, tort, statute, common law, or strict liability, which are claimed in any way to result from, arise out of, or be connected with Generator's performance under this Agreement or Generator's

operation of the Large Volume Sites. This indemnification obligation does not apply to the extent any claims, suits, demands, obligations, losses, damages, liabilities, expenses, or causes of action are proven to result from the negligence, wilful misconduct, or breach of this Agreement attributable to PaintCare. The foregoing indemnity includes reasonable fees of attorneys, consultants and experts, any related costs, and the costs of investigating any claims made against an Indemnified Party.

11.2 NEITHER PARTY WILL BE LIABLE TO THE OTHER FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, PUNITIVE, OR INCIDENTAL DAMAGES, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR ANY OTHER LEGAL THEORY, EVEN IF ADVISED OF SUCH POTENTIAL DAMAGES; HOWEVER, NOTHING IN THIS PARAGRAPH CONSTITUTES A LIMIT OF THE INDEMNIFICATION OBLIGATIONS IN THIS ARTICLE 11 ("INDEMNIFICATION").

12.0 ASSIGNMENT

12.1 Generator may not assign, novate, or otherwise transfer (including transfer by operation by law) this Agreement or the obligations and rights hereunder without the express written consent of PaintCare, which consent shall not be unreasonably withheld. Any change of control of Generator constitutes an assignment that requires prior written consent. A "change of control" includes, among other items, any merger, consolidation, sale of all or substantially all of the assets or sale of a substantial block of stock of Generator. Any attempted assignment, novation, or other transfer made in violation of this Article is void and has no effect.

13.0 FORCE MAJEURE

13.1 Any delay or failure of either party to perform its obligations hereunder shall be suspended if, and to the extent, caused by an occurrence of Force Majeure. In the event that either party intends to rely upon the occurrence of a force majeure to suspend or to terminate its obligations, such party shall notify the other party in writing immediately, or as soon as reasonably possible, setting forth the particulars of the circumstances. Written notices shall likewise be given after the effect of such occurrence has ceased.

13.2 An occurrence of "Force Majeure" means (i) riots, wars, civil disturbances, insurrections, acts of terrorism, epidemics, acts of nature (or a threat of any such items) whose effects prevent safe passage of vehicles upon state or federal highways for a continuing period of not less than fourteen (14) days, or(ii)federal or state government orders, any of which is beyond the reasonable anticipation of the applicable party and which prevents performance of this Agreement, but only to the extent that due diligence is being exerted by the applicable party to resume performance at the earliest possible time.

14.0 NOTICES

- 14.1 Except where otherwise expressly authorized, notice will be by email, facsimile, first-class certified or registered mail, or by commercial delivery service issuing a receipt for delivery and addressed as set forth below. Notice is effective upon delivery, or if delivery is refused, when delivery is attempted.

To: PaintCare Inc.
Attn: PaintCare General Counsel
Fax: (855) 385-2020
Email: Legal@paintcare.org
Address: 901 New York Ave NW, Suite 300W
Washington DC 20001

To: Los Angeles County Sanitation Districts
Attn: Mr. Sean Christian
Fax: (562) 692-2941
Email: schristian@lacsds.org
Address: 1955 Workman Mill Rd.
Whittier, CA 90601

15.0 DISPUTE RESOLUTION

- 15.1 Both parties shall, in good faith, attempt to negotiate resolutions to all disputes arising out of this Agreement.
- 15.2 Each party hereto accepts the jurisdiction of the courts of the State.
- 15.3 Absent any termination of the Agreement, both parties shall continue performing their respective responsibilities under this Agreement during any dispute.

16.0 MISCELLANEOUS

- 16.1 **Confidentiality.** Generator shall not disclose any details in connection with this Agreement to any person or entity without PaintCare's prior written authorization, except as may be otherwise provided hereunder or required by law.
- 16.2 **No Waiver.** The failure at any time to enforce any provision of this Agreement or failure to exercise any right herein granted does not constitute a waiver of such provision or of such right thereafter to enforce any or all of the provisions of this Agreement.
- 16.3 **Selective Waiver.** Either party may waive any default by the other party under this Agreement by an instrument in writing to that effect, and any such waiver will not extend to any subsequent or other default by the other party. No failure or delay on the part of either party to exercise any right hereunder operates as a waiver thereof. Either party may elect to selectively and successively enforce its rights hereunder, such rights being cumulative and not alternative.

- 16.4 **Entire Contract / Order of Precedence.** This Agreement and all attachments hereto constitute the entire agreement between the parties with respect to the matters herein, and integrates, merges, and supersedes all prior negotiations, representations, or agreements relating thereto, whether written or oral, except to the extent they are expressly incorporated herein. Except as expressly provided for in this Agreement, each party disclaims any representations, express or implied, relating to the content of this Agreement. The provisions of this Agreement and the accompanying document shall be construed and interpreted as consistent whenever possible. In the event of any conflict between the terms of this Agreement and the Program Guidelines, the terms of this Agreement take precedence.
- 16.5 **Amendment or Modification.** Unless otherwise provided herein, no amendments, changes, alterations, variations, or modifications to this Agreement will be effective unless in writing and signed by authorized representatives of the parties hereto.
- 16.6 **Governing Law.** This Agreement is executed and intended to be performed in the State, and the laws of that State shall govern its interpretation and effect. Any legal proceedings regarding this Agreement shall be brought before a court of jurisdiction prescribed by law in the State. The prevailing party in any such legal proceedings shall be entitled to its reasonable attorneys' fees and costs in addition to any other damages/recovery it may obtain.
- 16.7 **Severability.** If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof will remain in full force and effect and will in no way be affected, impaired, or invalidated thereby.
- 16.8 **Calendar Days.** Any reference to the word "day" or "days" herein means calendar day or calendars days, respectively, including weekends and Federal Holidays unless otherwise expressly provided. To the extent a deadline falls on a weekend or Federal Holiday, the next business day is the applicable deadline.
- 16.9 **Independent Contractor Status.** This Agreement is not intended and may not be construed to create the relationship between the parties of agent, servant, employee, partnership, joint venture, or association.
- 16.10 **No Third-Party Beneficiary.** This Agreement is intended solely for the benefit of the parties hereto, and no third party has any right or interest in any provision of this Agreement or as a result of any action or inaction by any party in connection therewith.
- 16.11 **Authorization.** Each party represents and warrants that it has full power and authority to enter into this Agreement and to perform its obligations set forth herein. The representative(s) signing this Agreement on behalf of each party represents that he/she has the authority to execute this Agreement on behalf of the applicable party and to bind it to its contractual obligations hereunder.
- 16.12 **Survivability.** The obligations, rights, and remedies of the parties set forth in the following Articles will survive any expiration or termination of this Agreement:

Article 8 (“Title and Risk of Loss”), Article 9 (“Audit and Inspection Rights”), Article 11 (“Indemnification”), Article 15 (“Dispute Resolution”), and Article 16 (“Miscellaneous”)

The Parties are signing this Agreement as of the dates set forth below.

Dated: _____

COUNTY SANITATION DISTRICT NO. 2
OF LOS ANGELES COUNTY

By _____
Chairperson


ATTEST:

By _____
Secretary

APPROVED AS TO FORM:
Lewis Brisbois Bisgaard & Smith, LLP

By _____
District Counsel

PAINTCARE, INC.

By  _____
Director of Operations

**ATTACHMENT A: CALIFORNIA ARCHITECTURAL PAINT RECOVERY
PROGRAM LARGE VOLUME USER COLLECTION FACILITY GUIDELINES**

(attached separately)



CALIFORNIA ARCHITECTURAL PAINT RECOVERY PROGRAM
 901 New York Ave NW, Suite 300W
 Washington DC 20001
 (855) 724-6809
 Fax: (855) 385-2020
www.PaintCare.org

Large Volume User (LVU) Collection Facility Guidelines

Last updated June 9, 2017

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Contact Information

<i>Site Name:</i>	
<i>Site Address:</i>	
<i>Mailing Address (if different):</i>	
<i>Site Contact 1. Name/Phone:</i>	
<i>Site Contact 2. Name/Phone:</i>	
<i>PaintCare Contact Name:</i>	
<i>PaintCare Contact Phone/Email:</i>	
<i>Transporter Company Name:</i>	
<i>Transporter Contact Name:</i>	
<i>Transporter Contact Phone/Email:</i>	
<i>Haz Mat Business Plan? (y/n)</i>	<i>CUPA Contact Name/Phone:</i>

PaintCare® Collection Facilities

Legislation

In 2010, Governor Schwarzenegger signed Assembly Bill 1343 creating the California Architectural Paint Recovery Program. The new law requires paint manufacturers to develop and implement a program to collect, transport, and process post-consumer paint and other architectural coatings to reduce the costs and environmental impacts of their disposal in California. The program's primary goals are to: (1) reduce the generation of post-consumer architectural coatings; (2) promote reuse/using up post-consumer architectural coatings; and (3) ensure proper recycling and disposal at their end-of-life.

About PaintCare

The law allows for the formation of a non-profit stewardship organization to implement the program. To serve this purpose, PaintCare Inc. was formed by the American Coatings Association (ACA), the non-profit trade association for the paint and coatings industry. PaintCare submitted a management plan to the California Department of Resources Recycling and Recovery (CalRecycle) on behalf of paint manufacturers in April 2012. The Department approved the Plan on July 19, 2012. The California program began 90 days after Plan approval – on October 19, 2012.

Various studies have demonstrated that between 3 and 10% of all paint purchased is “leftover” – goes unused. To capture this paint, PaintCare will pay for storage containers, transportation and recycling/proper disposal for leftover paint delivered to contracted collection locations or generated at LVUs like you. PaintCare also conducts extensive public outreach about the Program, and promotes Collection Facilities that are open to the public.

Before the PaintCare Program (“Program”), California residents and businesses recycled or disposed of paint through government-sponsored household hazardous waste (HHW) programs or through a hazardous waste management company. The PaintCare Program increases recycling opportunities for California consumers by partnering with hundreds of drop-off sites throughout the state, and by offering direct pick up service to larger volume generators including trade painters and institutions.

Who Can Be a Collection Facility?

PaintCare Collection Facilities may be any of the following:

- Municipal household hazardous waste collection facilities (permanent and temporary)
 - Paint retailers including paint, hardware and home improvement stores, and reuse stores (i.e., stores that sell salvaged or excess building materials)
 - Waste transfer stations, landfills, public works yards, and other appropriate, publicly accessible facilities
 - Large Volume Users (LVU) including trade painters and institutions (these sites are not for public use)
-

Section 2

Operations

PaintCare Provides

Once a contract is established between PaintCare and the LVU Collection Facility, the Program will provide the following:

- Paint storage Collection Containers (usually 1 cubic yard containers)
- Labels for paint Collection Containers
- Recordkeeping forms and/or log book

Please notify PaintCare in writing at least 60 days before stopping collection services to give us adequate time to remove your Collection Containers

PaintCare Does Not Provide

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

PaintCare has no authority and disclaims any responsibility to manage, direct, or supervise your employees, representatives, or agents, including how they perform the work and achieve compliance with applicable Law. PaintCare does not have responsibility for making day-to-day and critical decisions regarding the Services that you provide.

General Guidelines for Collection Facilities

Below are general guidelines for a typical LVU Collection Facility. However, we recognize that each location will have unique logistical and operational considerations. PaintCare Collection Facilities must make their own decisions and use their best judgment to operate in the safest manner possible in accordance with applicable Law. To be a Collection Facility, you must:

- Have adequate space, staffing and training to store Program Products and consolidate them only in Collection Containers provided by or approved for use by PaintCare or its contractors to hold and transport Program Products
 - Provide a secure space for empty and full Collection Containers
 - Use safe practices for handling, storage and management of Program Products
 - Pack only Program Products into Collection Containers (see Section 3 for a description of Program Products)
 - To the greatest extent practicable, place latex paint in a separate Collection Container from other Program Products
 - Schedule shipments of Program Products from your Collection Facility
 - Do not pack or ship Non-Program Products, including unacceptable containers (see Section 3 for list of Non-Program Products and unacceptable containers). PaintCare will not accept and does not assume liability for Non-Program Products generated, handled, stored, or managed by the LVU Collection Facility.
 - Maintain records
 - Train staff to be familiar with the requirements and practices of this guide
 - Have adequate comprehensive and/or commercial general liability insurance and environmental pollution liability insurance to cover potential risks and liability associated with activities on premises
 - Know and comply with applicable federal, state and local laws as they pertain to your Collection Facility and train staff accordingly – these may include zoning requirements for your activities, state permit requirements (air, hazardous waste, water quality, solid waste, storm water) and OSHA requirements
 - For additional information on state law regarding collection of the Program Products, visit the Department of Toxic Substance Control's website at www.dtsc.ca.gov
-

Storage Area for Collection Containers

Establish a sufficient, dedicated storage area for Collection Containers and Program Products.

Collection Containers must include secondary containment to contain liquids in the event a can leaks while in storage; however, they must also be placed on an impermeable surface (e.g., concrete, asphalt, sealed wood floor).

Store Collection Containers away from ignition sources.

Place Collection Containers away from storm drains and floor drains.

Protect Collection Containers from temperature extremes by storing them inside or under cover.

Mark the Collection Container with the date the first Program Product is placed in it and ensure that no Collection Container with content is stored for more than six (6) months, as required by applicable Law.

If you store Collection Containers outdoors, you may need approval from your local fire or hazardous materials oversight agency.

Storage area information should be included in your Hazardous Materials Business Plan (HMBP) if required by your local fire or hazardous materials oversight agency.

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

Security

The Collection Facility should be secured and locked when it is closed or not attended.

Only Collection Facility staff should have access to the Collection Containers and storage area.

Storing and Packing Collection Containers

Use safe practices for handling, storage and management of Program Products.

Keep Collection Containers closed except when adding Program Products.

Maintain enough space around Collection Containers to inspect for leakage and emergency access.

Pack 5 gallon buckets on the bottom layer of the Collection Containers for stability.

Pack all Program Products upright and as tight as possible in the Collection Containers to protect contents from shifting and leaking in transit.

Do not overfill Collection Containers.

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

Make sure the Collection Container lid sits flat on top the Collection Container.

Section 3

Program Products and Generator Status

What Is Architectural Paint?

It is an important responsibility for LVU Collection Facilities to only utilize the PaintCare Program for the management of Program Products. Primary examples of architectural paint products accepted by the PaintCare Program (“Program Products”) and paint or paint-related products not accepted by the PaintCare Program (“Non-Program Products”) are described on the next page. LVU Collection Facilities that generate Non-Program Products will be responsible for managing all Non-Program Products at the Collection Facilities’ expense.

Generally, architectural paints include latex- and oil-based house paint, stains and clear coatings. The Program excludes anything that is (a) in an aerosol spray can, (b) intended and labeled “for industrial use,” (c) mostly used in the manufacture of equipment, or (d) on a list of specifically excluded products for some other reason.

Program Products are classified as either latex (water-based) or oil-based (alkyd), and the classification is important in order to decide how the product should be handled and recycled, and to determine an LVU’s waste generator status.

Conditionally Exempt Small Quantity Generators (CESQGs)

All businesses and other organization may use the LVU service for their latex Program Product.

To use the LVU service for oil-based Program Products, businesses/organizations must comply with state and federal hazardous waste generator rules that, among other criteria, require that that the business/organization (1) generates no more than 100 kilograms (about 25 gallons or 220 pounds) of hazardous waste per calendar month, (2) generates no more than 1 kilogram of acutely hazardous waste per calendar month, and (3) does not accumulate more than 1,000 kg of hazardous waste at any time. Painting contractors and commercial property owners typically meet these criteria.

For more information about these criteria, please see:

<http://www.epa.gov/epawaste/hazard/generation/cesqg.htm>.

Each business/organization is responsible for determining its own generator status under the applicable Law. Because generator status can vary from month to month, an LVU must sign the form in Appendix A each time a pickup of Program Products takes place if that pickup includes oil-based Program Products.

Latex Paint is Special. When post-consumer latex paint is intended for recycling, as it is when collected from a PaintCare LVU, it may be considered and handled as “non-hazardous waste” under California law. Thus, businesses and entities do not need to count latex-based products managed under the PaintCare Program towards their hazardous waste generation.

Acceptable and Unacceptable Containers

Before packing Program Products in PaintCare Collection Containers, LVU Collection Facility staff must (1) check the product label to verify that it contains a Program Product, and (2) check the condition of the container for acceptance in the Program.

Acceptable

- The Program Product must be in its original container
- The container must be labeled as containing one of the designated Program Products listed below
- The container must be in good condition and not leaking
- The container must be 5 gallons in size or smaller

Not Acceptable

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

Program Products and Non-Program Products

Acceptable Products (Program Products)

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

Unacceptable Products (Non-Program Products)

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

Section 4

Working with Transporters

PaintCare contracts with public and private transporters for the delivery of supplies, empty Collection Containers and pick-up of full Collection Containers.

Scheduling the Transporter to Pick Up Collection Containers

When you anticipate that your Collection Containers will be full within fourteen (14) days, call your Transportation Service Provider to schedule a pickup. The name of your Transportation Service Provider and the contact information is written on the cover of this guide.

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

- That your facility is a PaintCare Large Volume User Collection Facility
 - Name of Collection Facility and address
 - Your name
 - Your phone number
 - Number of full Collection Containers to be picked up (minimum of three (3)) and the number of empty Collection Containers needed for replacement
-

Preparing Collection Containers for Removal

On the scheduled pickup day, Collection Containers should be readily accessible to the transporter for quick and efficient loading. The transporter will bring shipping documents and additional Collection Container labels. Please keep a copy of the shipping documents for your records.

Section 5

Inspections and Records

Inspections

Staff should:

- Inspect the storage area to ensure Collection Containers are closed properly and the area is secured
 - Inspect Collection Containers for damage and report any damaged Collection Containers to PaintCare for replacement or repair
 - Inspect Collection Container for damaged or missing labels and correct as necessary
-

Record Keeping

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

- Inspection records
 - LVU Certification Log (see: Appendix A)
 - Employee training records (see: Appendix B)
 - Bills of Lading and/or other documentation required by applicable Law for outgoing shipments of Program Products
-

Section 6

Training and Safety

Training

All employees handling Program Products must receive training in product identification, handling, packaging, inspection and emergency response procedures before placing Program Products in Collection Containers or engaging in any PaintCare Program activities.

Ensure that employees conduct Program Products management activities in a safe manner that protects workers and the environment.

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

Ensure Collection Facility employees are equipped for and understand hazards associated with Program Products.

Maintain training plans and records for each employee.

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

Safety

Store personal protective equipment (PPE) and spill response equipment in an accessible location adjacent to the Collection Containers.

Ensure the Collection Facility is equipped with appropriate emergency response equipment including a fire extinguisher, spill kit and PPE. Monthly inspections of equipment are recommended.

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

Ensure emergency procedures and emergency contact numbers including police, fire department and emergency services are posted by phone near the Collection Facility area.

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

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

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

Spill Response

Spills

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

Collection Containers should be kept in a clean, accessible area. Avoid spills through good housekeeping, safe handling techniques, proper storage and best practices.

Reporting

Any spill or release of Program Product to the environment through a storm drain, waterway or soil contamination of more than 10 gallons must be immediately reported to the appropriate governmental authority, including the Certified Unified Program Agency (CUPA). Contact PaintCare within 24 hours of such a report.

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

Spill Response Procedures

If a spill is small enough to be managed by Collection Facility staff, follow these steps:

- Isolate the area and restrict access to the spill
 - Ensure personal safety, put on protective gear (glasses and gloves) provided in the spill kit
 - Stop the movement of paint by placing the leaking container upright or in a position where the least amount will spill, and place leaking container in plastic bags provided in spill kit
 - Contain the spill by placing absorbent pads or granular absorbent around and on the spill – if outdoors, place barriers around storm drains to prevent a release to the environment
 - Collect the contaminated absorbent material and place it in plastic bag(s) along with the leaking container and contaminated PPE, seal the bag(s) and place in the Collection Container
 - Remove any clothing that may be contaminated, wash thoroughly to remove spilled material from your hands or body
 - Replace any used spill control supplies
 - Document the date, location and amount and type of material spilled
 - Immediately report the spill to the appropriate governmental authority
-

Appendix C – Emergency Contact Information

This form is to be completed prior to utilizing the PaintCare program and Collection Containers.

Basic Local Emergency Contacts

Facility Emergency Coordinator (name/phone):

Alternate Emergency Coordinator
(name/phone):

Fire Department Phone Number

911

Police Phone Number

911

Hospital Phone Number

For Spills of Program Product:

Report any spill or release of Program Product to the environment (air, water or soil) greater than 10 gallons or any release of any Program Product to the storm drain or waters of the State to the appropriate local and state enforcement agencies immediately, and to PaintCare within 24 hours.

Local agency (name/phone):

State agency (name/phone):

California Emergency Management Agency (Cal EMA) 1-800-852-7550

PaintCare:

1-855-PAINT09

Other (name/phone):

Other (name/phone):
