

EXHIBIT 11:
CONTAMINATION REDUCTION PLAN

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Exhibit 11

Contamination Reduction Plan

Per Sections 9.03.6 and 10.03.7 of this Contract, this Contamination Reduction Plan (Plan) is intended to reduce the amount of Contamination placed in Organic Materials Containers used in the performance of the Organic Materials Collection services provided under this Contract. CONTRACTOR shall use a progressive, corrective approach to changing the behaviors of Service Recipients and Customers, and establishing nominal Contamination as the community norm. The Program shall include the following elements:

1. CONTRACTOR shall include in its **Community Outreach Services**, required by Section 17.01 of the Contract, robust strategies to inform Service Recipients and Customers to place only Organic Materials in Organic Materials Containers. Strategies may include but are not limited to community outreach and messaging about what constitutes contamination, the impacts of contamination on the Organic Materials services, the consequences to the Service Recipient and Customer for Contamination, Organic Materials Container inspection field audits, and other forms of engagement with Service Recipients and Customers. Contamination reduction shall be an on-going element of CONTRACTOR's annual Community Outreach activities, as needed.
2. CONTRACTOR shall establish procedures for timely notification of Service Recipients and Customers of Contamination. Notification shall include disclosure of the potential assessment of surcharges for failure to correct Contamination. Notification methods shall include, but not be limited to Non Collection Notices, and photographs of Contamination in Containers.
3. CONTRACTOR shall maintain records of notifications to Service Recipients and Customers sufficient to document that the progression of corrective actions described in Table 1 were followed.
4. CONTRACTOR shall include in the Monthly Report to CITY required Contract Section 19.02.1 Record Keeping & Reporting Requirements a list of notifications provided to Service Recipients and Customers, which includes the Service Address, date of contamination event, date of notification, if Collection of Container was provided or refused, incident number (e.g., "1st Incident"), and if contamination surcharge was assessed.
5. CONTRACTOR shall have the right to assess surcharges for contamination of twenty-five (25) dollars and fifty (50) dollars, after following the progression of corrective actions described in Table 1.
6. CITY may reverse assessment of contamination surcharges; CITY recognizes that contamination surcharges are mutually beneficial to CITY and CONTRACTOR, and will not unreasonably reverse assessments of surcharges.
7. CITY shall hire a qualified third party contractor to conduct contamination audits of route trucks. CONTRACTOR shall pay for these audits, and may use funds from its Community Outreach Budget per Section 17.01.03 of the Contract to fund these audits. Two (2) such audits shall be conducted per year, starting in 2015. CONTRACTOR and CITY shall meet and confer in 2019 regarding the need for and number of audits to be conducted each year. CITY and CONTRACTOR shall mutually agree on audit schedules to minimize disruptions to CONTRACTOR's operations. Changes to the

requirement to conduct two (2) audits per year shall be mutually agreed upon. CITY shall not unreasonably withhold approval to change this requirement. The intent of these audits is to provide data that supports targeted community outreach about contamination reduction, and to measure the effectiveness of the Program.

8. CONTRACTOR shall follow the progression of corrective actions in Table 1 below.

Table 1

CORRECTIVE ACTION	INCIDENT				
	<u>First Incident</u>	<u>Second Incident</u>	<u>Third Incident</u> within six months of First Incident	<u>Fourth Incident</u> within six months of Third Incident	<u>Subsequent Incidents</u> within six months of Fourth Incident
Leave a Contamination Notice* for Service Recipient on Collection day (if Collection is provided)	X	X	X	X	X
Leave a Non-Collection Notice* for Service Recipient on Collection day (if Collection is refused)	X	X	X	X	X
Send notification of Contamination to Customer, including photograph, including citation of number of incidents	X	X	X	X	X
Asses \$25 Contamination surcharge			X		
Asses \$50 Contamination surcharge				X	X
CONTRACTOR may elect to refuse Collection	X	X			
CONTRACTOR may not refuse Collection if Contamination surcharge is assessed			X	X	X

*Contamination Notice and Non-Collection Notice shall be consistent with Community Outreach messaging about Contamination, and shall include but not be limited to the following information:

1. Citation of the time and date Contamination was observed;
2. Whether or not Collection was provided;
3. Information in what Recyclable Materials are accepted in Recycling Containers, and what constitutes Contamination;
4. Information about progressive corrective actions including assessment of Contamination surcharges.