

AMENDMENT NO. 1
TO FRANCHISE AGREEMENT FOR THE REFUSE AND RECYCLING COLLECTION
AND DISPOSAL
BETWEEN PITTSBURG DISPOSAL & DEBRIS BOX SERVICE, INC.
AND THE CITY OF PITTSBURG

This Amendment ("Amendment") is made and entered into as of the 13th day of December, 1999 by and between the City of Pittsburgh, a municipal corporation ("City") and Pittsburgh Disposal & Debris Box Service, Inc. a California corporation ("Franchise Holder") and is based upon the following facts:

A. On June 21, 1999, City and Franchise Holder entered into the "Franchise Agreement For The Refuse And Recycling Collection And Disposal Between Pittsburgh Disposal & Debris Box Service, Inc. And The City Of Pittsburgh" ("Agreement"). The Agreement was entered into consistent with the provisions of Chapter 8.04 and 8.06 of the Pittsburgh Municipal Code, and other applicable law.

B. The parties wish to amend the Agreement as set forth herein.

NOW, THEREFORE, City and Franchise Holder agree as follows:

Section 1.

Article VII, Section 2, - Residential Recycling Collection
"Green Waste Program", shall be amended to read as follows:

"No Later than April 1, 2000, Franchise Holder shall implement a City wide curbside green waste collection program for all Pittsburgh single family residences involving mulching, composting, alternative daily cover, transformation or other alternative methods. Pittsburgh's greenwaste material shall be processed in a mulching / composting operation, in accordance with the city's SRRE, and the programs as set out in this Agreement. If the greenwaste material is re-designated as alternative daily cover, transformation or other alternatives, the City Manager or his designee must be notified of this operational change and the time line of the modification to this program.

The citywide curbside greenwaste collection program shall be carried out as follows:

a) Containers

All participating residents will provide their own container for this program. The container may consist of either: 4-32 gallon or equivalent in bags. Container weight limit in 50 lbs. per container.

Franchise Holder shall accept the following greenwaste materials for collection:

- a. Grass Clippings
- b. Leaves
- c. Weeds
- d. Tree Prunings (4 ft. in length)
- e. Materials of similar nature

b) Pickup Schedule

There shall be a bi-weekly pickup of greenwaste materials on the same day as regularly scheduled refuse pickup. A schedule for the year 2000 shall be provided to participating residents fifteen (15) days prior to the implementation of the program. A yearly schedule shall be provided by the Franchise Holder at no additional charge. New yearly schedules shall be distributed by December 15th for the following year. In addition, education and promotional materials shall be sent by the Franchise Holder at no additional charge to residents on the new greenwaste and recycling curbside services provided in Pittsburgh.

c) Exemptions

Single family residences in mobile homes will not participate in the green waste program unless a the development or park elects to participate in the program as a whole per the conditions of this Amendment to the Franchise Agreement.

Section 2.

Article XI - Rates and Rate Adjustment

Amendment to Section 3. "Recycling Service Rate

Add paragraph to Section 3 as follows:

" The Recycling Service Rate for curbside green waste collection shall be \$1.36 per month per single family residence based upon projected program costs. The charge shall be added to the normal garbage bill upon implementation of service to residents."

Section 3.

Representation by Parties.

- a. Parties have obtained all consents and authorizations and necessary or required for them to meet and perform the conditions of this Agreement.
- b. The execution and delivery of this Amendment has been validly authorized by the Parties, and this Amendment constitutes their legal, valid and binding obligations, enforceable in accordance with the provisions contained herein.

Section 4.

Continued Effect of Original Agreement.

All provisions of the Original Agreement, except as modified by this Agreement, shall remain in full force and effect and are reaffirmed. Other than specifically stated in this Amendment, this Amendment shall not operate as waiver of any condition or obligation imposed on the Parties under the original Agreement.

Section 5.

Ambiguities of Conflict.

In the event of any conflict, inconsistency, or incongruity between any provision of this Amendment and any provision of the Original Agreement, the provision of this Amendment shall govern and control.

Section 6.

Entire Agreement.

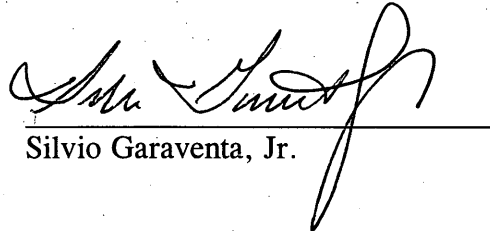
This Amendment, together with the Original Agreement, constitutes the entire agreement between the Parties to the Original Agreement pertaining to the subject matter of this Amendment, and any and all other written or oral agreements existing between the Parties before the date of this Amendment with respect to the subject matter of this Amendment are expressly canceled.

WHEREFORE, the parties have executed this Amendment as of the first date set forth above.

CITY OF PITTSBURG
A Municipal Corporation

PITTSBURG DISPOSAL &
DEBRIS BOX SERVICES, INC.
A California Corporation

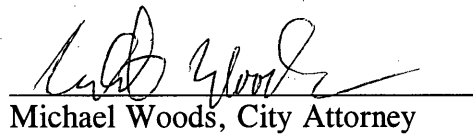

Lori G. Anzini, Mayor


Silvio Garaventa, Jr.

ATTEST:


Lillian J. Pride, City Clerk

APPROVED AS TO FORM:


Michael Woods, City Attorney

**FIRST AMENDMENT TO FRANCHISE AGREEMENT
FOR REFUSE COLLECTION AND DISPOSAL**

This First Amendment to Franchise Agreement is executed this 2nd day of June 1997, between the City of Pittsburg, a municipal corporation ("City") and Pittsburg Disposal & Debris Box Service, Inc., a corporation organized under the laws of the State of California ("Franchise Holder").

RECITALS

WHEREAS, on October 15, 1990, City and Franchise Holder entered into Franchise Agreement for Refuse Collection and Disposal ("Franchise Agreement"); and

WHEREAS, said Franchise Agreement incorrectly refers to the Franchise Holder as Pittsburg Disposal Service, Inc., rather than Pittsburg Disposal & Debris Box Service, Inc.; and

WHEREAS, both the City and the Franchise Holder desire to correct this error;


NOW, THERE, the City and Franchise Holder agree as follows:

1. The Franchise Agreement is corrected to show that the Franchise Agreement is by and between the City and Pittsburg Disposal & Debris Box Service, Inc.
2. All references in the Franchise Agreement to "Pittsburg Disposal" or "Franchise Holder" shall refer to Pittsburg Disposal & Debris Box Service, Inc.
3. All other provisions of the Franchise Agreement shall remain in effect, without change.

Pittsburg Disposal & Debris Box
Service, Inc.

City of Pittsburg, a Municipal
Corporation


Silvio Garaventa, Sr.


Robert T. Lewis, Mayor

RECYCLING AGREEMENT

This Agreement is entered into this 15th of October, 1990, by and between the City of Pittsburg, a municipal corporation ("CITY"), and Pittsburg Disposal Service, Inc., ("PITTSBURG DISPOSAL"), a corporation organized under the laws of the State of California.

RECITALS

The Contra Costa County Solid Waste Management Plan includes a specific recycling element that requires all cities to have a curbside recycling program.

Both PITTSBURG DISPOSAL and CITY have established a city-wide residential curbside recycling program.

The proposed city-wide residential curbside recycling program is intended to implement the Solid Waste Management Plan and Resource Recovery Act of 1972, Government Code Section 66700 et. seq., and the subsequently enacted California Integrated Solid Waste Management Act of 1989.

Existing Contra Costa County landfill sites have little remaining capacity and recycling efforts are needed to reduce

the impact on landfill sites.

The CITY has adopted Resolution Number 89-7494, supporting implementation of the Pilot Curbside Recycling Program and the later city-wide expansion of the curbside program.

The CITY and PITTSBURG DISPOSAL have implemented a pilot curbside recycling program, known as Phase I, in order to comply with Contra Costa County's Solid Waste Management Plan, and to have an effective means of measuring recycling operations and the associated costs.

CITY and PITTSBURG DISPOSAL have concluded that Phase I of the curbside recycling program has been successful.

CITY and PITTSBURG DISPOSAL wish to enter into an Agreement in order to provide residential curbside recycling services to all households within the City.

NOW, THEREFORE, in consideration of the faithful performance of the terms and conditions of this Agreement, the parties agree to the following:

Article I Definitions.

The definitions contained in this Article shall govern the construction of the Agreement, unless a different meaning is

clearly required.

Section 1. "Recycling" means the process of collecting used materials for the purpose of reprocessing them to create new materials.

Section 2. "Recyclable waste material" or "recyclables" means discarded materials such as, but not limited to, newspapers, glass, plastic and aluminum cans which are separated from other refuse for the purpose of recycling.

Section 3. "Recycling Equipment" refers to vehicles and containers to be used in the curbside recycling program, the use of which equipment will be limited to the City of Pittsburg's curbside program.

Section 4. "Authorized recycling agent" means a person authorized by CITY contract to collect recyclable waste materials in the City.

Section 5. "Program" refers to the curbside recycling program as described in this agreement.

Section 6. "Collection" means the collection and disposal of recyclable waste material.

Article II Authorized Recycling Agent.

Section 1. City's Authorized Recycling Agent. Pursuant to the provisions of the Public Resources Code, Section 40105, PITTSBURG DISPOSAL shall be CITY's exclusive "Authorized Recycling Agent" for the term of this Agreement, and any extensions, for all households which receive individual weekly garbage collection service from PITTSBURG DISPOSAL.

Section 2. Term. Subject to the termination provisions herein, the term of this Agreement shall be from October 15, 1990 through December 31, 1993. PITTSBURG DISPOSAL shall, upon expiration of this Agreement, have an option to renew and extend the same for an additional five (5) year term.

Section 3. Withdrawal and Termination.

1. Without Cause.

(a) PITTSBURG DISPOSAL retains the right to review the effectiveness of the Program and to terminate the Program without cause two (2) and four (4) years from the effective date of this Agreement and every two (2) years thereafter, provided PITTSBURG DISPOSAL gives CITY six (6) months advance written notice of said termination.

(b) CITY retains the right to review the

effectiveness of the Program and to terminate the Program without cause two (2) and four (4) years from the effective date of this Agreement and every two (2) years thereafter, provided CITY gives PITTSBURG DISPOSAL six (6) months advance written notice of said termination.

2. For Cause.

If PITTSBURG DISPOSAL fails to perform in accordance with the terms and conditions of this Agreement a hearing before the City Council on the deficiencies shall be held, and following that hearing, CITY shall provide PITTSBURG DISPOSAL with thirty (30) days written notice of any defect in performance. If PITTSBURG DISPOSAL does not correct the specified deficiencies within thirty (30) days from the date of notice by the CITY, CITY may terminate this Agreement.

Section 4. Reimbursement. The parties recognize that PITTSBURG DISPOSAL will be required to make a substantial investment in purchase of recycling containers and specialized collection trucks. If the Program or this Agreement is terminated by CITY without cause, as provided in this Agreement, PITTSBURG DISPOSAL shall make a good faith effort to sell all disposable assets acquired in furtherance of this Program for their fair market value. If the income derived from the sale is insufficient to cover the unamortized costs of such assets, then PITTSBURG DISPOSAL may recover those

deficiencies together with any net operation profits or losses from the CITY directly; or CITY may at its discretion seek to recover such losses through a general rate increase.

Article III Curbside Recycling Program.

Section 1. Implementation of City-Wide Residential Curbside Program. In keeping with the goals and purposes of the CITY's recycling policy, PITTSBURG DISPOSAL agrees to cooperate with the CITY as stated in the CITY's recycling policy, Exhibit "A", attached and incorporated in this agreement.

City-Wide Program. PITTSBURG DISPOSAL shall provide curbside pickup of recyclables (glass, aluminum cans, PET plastic and newspaper) for all Pittsburg single family residences.

The city-wide curbside collection recycling program shall be carried out as follows:

A. Containers. PITTSBURG DISPOSAL shall purchase and provide all participating residents with two (2) plastic reusable containers for the disposal of the recycling materials. At least seven (7) days prior to the first collection date, PITTSBURG DISPOSAL shall deliver the recycling containers to the participating households which are scheduled to receive containers. Prior to doing so, PITTSBURG DISPOSAL and the CITY shall make the program known to each household, explaining how

the curbside collection recycling program works.

B. Pickup Schedule. There shall be a weekly pickup of the recyclable materials on the same day as the regularly scheduled refuse pickup.

C. Sale of Recycled Materials. It is understood and agreed that except as otherwise provided herein, all recyclable waste material collected by PITTSBURG DISPOSAL shall become the property of PITTSBURG DISPOSAL, and the CITY hereby relinquishes all claims to rights of ownership or salvage in and to said materials.

PITTSBURG DISPOSAL may sell the recyclable materials at fair market value to any company engaged in the purchasing of recyclable materials, including Mt. Diablo Recycling. CITY may conduct a survey of companies which purchase recyclable materials to assure that the income received from the sale of recycled materials by PITTSBURG DISPOSAL is competitive with the market value for sale of recyclable materials by other recycling companies. Monthly records of the quantities or weight and value of each type or class of recyclable materials (i.e. aluminum, glass, newspaper, plastic or other categories) sold by PITTSBURG DISPOSAL to any company engaged in purchasing recyclable materials shall be retained by PITTSBURG DISPOSAL and shall be reported to the CITY on a monthly basis.

The monthly report shall be available to the CITY by the fifteenth day of each month. Notwithstanding any provisions of this Paragraph, CITY retains the right to direct the sale of recyclable materials in order to ensure that a fair market value is being received.

Article IV Service Rate.

Section 1. Mandatory Service Charge. There will be a recycling charge assessed on each Pittsburg resident's garbage bill to cover the program's costs. This charge is mandatory so that the recycling costs will be equally shared by all Pittsburg residents. Residents may elect to participate in the program or not; however, the charge for the program will be shared equally by all residents and is not optional.

Section 2. Service Rate. In consideration of the exclusive right and privilege granted by the CITY in Article II, Section 1, PITTSBURG DISPOSAL agrees to base the recycling charge on actual costs and standard operating profits, net of income received from the sale of recycled materials. The initial rate agreed upon for this service, \$.80 per month per single family residence, is based upon projected program costs. The charge shall be added to the normal garbage bill and may be billed three (3) months in advance. There shall be no franchise fee on the income collected from this Program.

Section 3. Adjustments. PITTSBURG DISPOSAL may at any time apply to the Pittsburg City Council for a modification of the service rate. The Council, after a hearing, may increase or decrease rate as necessary.

The CITY may initiate consideration for modification of the service rate by providing sixty (60) days advance notice to PITTSBURG DISPOSAL of a hearing thereon.

Article V Records, Reports and Audits.

Section 1. Records. PITTSBURG DISPOSAL agrees to maintain such accurate accounting, statistical, and other records as shall be necessary to account for all monies received by them for the collection of recyclables under the terms of this Agreement.

Section 2. Accounting Required. PITTSBURG DISPOSAL shall provide the CITY with an annual accounting of its operating costs for the curbside recycling program. The annual accounting shall be due on January 15, and shall cover the preceding year.

Said accounting shall include the number of participating households; the volume of each of the materials collected; the costs incurred for such collections; income from the sale of

recyclables; copies of weight tags; the volume of non-recyclable materials disposed of at a landfill; and additional information reasonably required by CITY to enable CITY to determine and reduce garbage collection and disposal costs, determine percent reduction in residential waste stream, and net income or loss from the curbside recycling program.

Should the annual accounting yield information that indicates the program is not operating in an efficient and effective manner, then either PITTSBURG DISPOSAL or the CITY may initiate an immediate review of the program to determine what changes, if any, need to be implemented.

Article VI Attorney Fees and Insurance.

Section 1. Attorney's Fees. In the event that it becomes necessary for either party to bring a lawsuit to enforce any of the provisions of this Agreement, the parties agree that the prevailing party is entitled to a reasonable attorneys fee.

Section 2. Indemnification. PITTSBURG DISPOSAL shall indemnify, defend and hold harmless CITY, and its employees, agents, or officers against and from any and all claims or suits for damages or injury arising from PITTSBURG DISPOSAL's performance of the Agreement or from any activity, work, or thing done, permitted or suffered by PITTSBURG DISPOSAL in conjunction with the performance of this Agreement, and shall

further indemnify, defend and hold harmless CITY, and its employees, agents, or officers against and from any breach or default of any performance of any obligation of PITTSBURG DISPOSAL hereunder, and against and from all costs, attorney's fees, expenses and liabilities related to any claim or any action or proceeding brought within the scope of this indemnification.

Section 3. Insurance. PITTSBURG DISPOSAL shall hold CITY free, clear and harmless from all claims of third persons for damages arising out of negligent acts of Pittsburg Disposal and its agents and in furtherance thereof, PITTSBURG DISPOSAL shall take out and maintain during the period of this Agreement such public liability and property damage insurance as shall protect the CITY from claims for bodily injury and property damages which may arise because of the nature of the work or from the performance of this Agreement, whether such operations be by PITTSBURG DISPOSAL or by any subcontractor or anyone directly or indirectly employed by either of them. The amounts of such insurance shall be as follows:

A. PITTSBURG DISPOSAL's liability insurance providing bodily injury liability limits of not less than One Million Dollars (\$1,000,000) for each person, and Two Million Dollars (\$2,000,000) for each accident or occurrence, and property damage liability limits of not less than Five Hundred Thousand Dollars (\$500,000) for

each accident or occurrence for claims which may arise from the operation of PITTSBURG DISPOSAL in the performance of this Agreement. Said liability insurance shall be an event occurrence and not a claim's made policy.

B. Automobile liability insurance covering all vehicles used in the performance of this Agreement providing bodily injury liability limits of not less than One Million Dollars (\$1,000,000) for each person, and Two Million Dollars (\$2,000,000) for each accident occurrence, and property damage liability limits of not less than Five Hundred Thousand Dollars (\$500,000) for each accident or occurrence which may arise from the operations of PITTSBURG DISPOSAL in performing this Agreement.

C. PITTSBURG DISPOSAL shall comply with all State requirements relative to Workers' Compensation Insurance.

PITTSBURG DISPOSAL shall at all times maintain these insurance policies in full force and effect, and upon demand of the City Council or its properly authorized agent, furnish proof of this fact. The policies mentioned in this section shall name the CITY as additional insured, provide for a ten (10) day notice of cancellation to CITY, and shall be delivered to the CITY within ten (10) days of executing this Agreement by all

parties. In lieu of actual delivery of such policies, a certificate issued by the insurance carrier showing such policies, amendments and endorsements, as herein provided to be in force for the period covered by the contract, may be delivered to the CITY.

Should any policies be cancelled before final completion of the Agreement and PITTSBURG DISPOSAL fails to immediately reinstate same or procure other insurance as herein required, then the CITY may have the option of considering this Agreement breached or may procure such insurance and bill the cost thereof to PITTSBURG DISPOSAL.

Article VII Miscellaneous Items.

Section 1. Community Education and Promotional Campaign.

It is the intent of the parties to promote the curbside collection recycling program to the community. At a minimum, the following promotional efforts will be made:

- A. PITTSBURG DISPOSAL shall provide at least two (2) direct mailings to participating households in the recycling program. One mailing shall be made prior to the beginning of the curbside recycling program. The mailings shall be subject to prior review and approval by CITY.

B. The CITY shall publicize the city-wide curbside collection recycling program through the Community Advisory Commission, shall prepare a press release prior to implementation of the city-wide program, and will work on promotional materials for public education purposes.

Section 2. Business Community. In order to assist the CITY in meeting its recycling goal, PITTSBURG DISPOSAL further agrees that if required by CITY, once the city-wide program is implemented, it will undertake to develop a program to collect and dispose of the recyclables of local businesses and commercial institutions.

Section 3. Notice. All notices required herein shall be sent first class mail to the parties as follows:

TO CITY:

City of Pittsburg
Attn: City Manager
2020 Railroad Avenue
Post Office Box 1518
Pittsburg, California 94565

TO PITTSBURG DISPOSAL:

Silvio Garaventa, Sr.
Pittsburg Disposal Service
Post Office Box 5397
Concord, California 94520

Notices shall be deemed effectively served two (2) days after deposit in the United States mail.

Section 4. Entire Agreement. This Agreement contains the entire understanding between the parties hereto. No promise, representation, warranty, or covenant not included in said documents has been or is relied on by any party.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

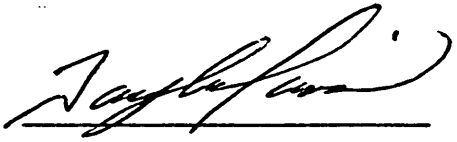
Dated: October 15 , 1990

PITTSBURG DISPOSAL
SERVICE, INC.
a California corporation

By: 
Silvio Garaventa, Sr.

Dated: October 15 , 1990

CITY OF PITTSBURG
a municipal corporation

By: 
Taylor Davis, Mayor

Dated: October 15 , 1990

ATTEST:

By: 
Mary Erbez, City Clerk

APPROVED AS TO FORM:


City Attorney

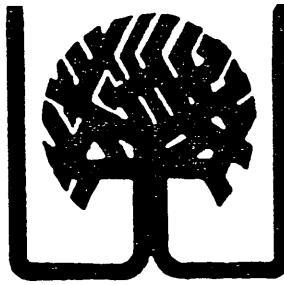


EXHIBIT A

**CITY OF PITTSBURG
RECYCLING PROGRAM**

RECYCLING POLICY FOR THE CITY OF PITTSBURG

BACKGROUND

Contra Costa County is in a crisis situation. The county has been unsuccessful in siting a new landfill location or in getting city-wide approval of the county's solid waste management plan. Solid waste generation continues to accelerate with the population and growth increasing. Contra Costa County's landfill capacity is finally exhausted. Public resistance to the expansion of existing landfills, and to the siting of a new landfill is adding to the difficulty in resolving this crisis.

We believe the need for landfills as part of the Region's solid waste system will continue for the foreseeable future. We must maximize the use of our remaining disposal capacity by reserving the capacity for the disposal of materials for which there are no viable disposal alternatives. New alternatives must be sought.

The recycling of solid wastes through source separation and mechanical separation programs offers the best solution for diverting significant amounts of wastes from landfill disposal. Additionally, recycling programs can be implemented in less time and at a lower capital cost than traditional solid waste management facilities. It is important, however, to recognize that recycling, by itself, cannot dispose of the city's entire waste stream. Recycling does and will not eliminate the need for other disposal technologies and programs.

Recycling should play an increasingly important role in the City of Pittsburg's overall solid waste management strategy. It can divert materials from landfill disposal, conserve energy and natural resources, preserve open space and create employment opportunities. When developing a recycling policy it is important to consider the limitations on recycling caused by fluctuating markets, changes in waste stream composition, and in recycling technology. Therefore, it is essential that the city's

recycling efforts balance materials recovery goals with cost effectiveness and with a long term overall solid waste management strategy.

PURPOSE

Many benefits can be derived from an effective recycling program. It is important that a strong "recycling ethic" be developed and supported by the City Council, staff and the citizens of Pittsburg. The purpose of this policy is to express the city's commitment to recycling as an integral part of the Region's comprehensive solid waste management strategy and to provide guidance in the development and implementation of a city-wide recycling program.

POLICY

To the extent that a significant portion of the solid wastes currently disposed of in Contra Costa County landfills are not truly "wastes," but are actually recoverable resources, it is the policy of the Pittsburg City Council that the city shall actively support a comprehensive recycling program to optimize the recovery and reuse of these materials. The city's impact on the recycling of solid wastes varies with the degree of its involvement in recycling activities. The policy of the city in these areas is as follows:

A. RECYCLING GOAL

It is the goal of the city that a comprehensive recycling program be developed and implemented for the purpose of recycling 20% of the solid wastes generated in the city of Pittsburg by 1992 in agreement with the standards established in the Contra Costa County's Solid Waste Management Plan.

B. RECYCLING IMPLEMENTATION PLAN

In accordance with Assembly Bill 939, the City of Pittsburg intends to achieve a 20% recycling goal in 1990, 25% by July 1, 1991, and a 50% reduction by the year 2000. Our action plan shall be developed in the following areas:

1. PUBLIC EDUCATION

The degree of success in recycling programs, as measured by the level of participation and the amount of materials recycled, is directly proportional to the quantity and quality of recycling information disseminated to the public. It is the policy of the city to actively promote the dissemination of recycling information to the citizens of Pittsburg and to encourage the implementation of and participation in recycling programs.

2. PUBLIC CONVENIENCE

It is the policy of the city that the convenience of the public in participation in recycling programs be taken into consideration in the design of recycling programs.

3. RECYCLING PROGRAMS

It is the policy of the city to encourage the initiation and development of recycling programs in cooperation with other governmental agencies and the private sector which include, but are not limited to:

- a. Residential source separation collection programs for single and multi-family dwellings
- b. Commercial/industrial recycling programs
- c. Composting
- d. Recycling Centers

Materials within the waste stream that are to be targeted for recycling to the extent technically, economically and environmentally feasible, shall include, but not be limited to:

- a. Newsprint and white paper
- b. Cardboard
- c. Glass
- d. Ferrous and non-ferrous metals
- e. Plastics
- f. Plant debris and landscaping materials
- g. Inert materials such as pavement, rocks and tires

To the extent economically and operationally feasible, the city will actively pursue the recycling of materials from its daily operations, particularly in the area of paper products. Additionally, the city will continue to support the Chamber of Commerce efforts to work with the business community to find methods for reducing the amount of materials sent to the landfills.

4. COORDINATION OF PROGRAM WITH MANY HANDS, INC.

It is the policy of the city to recognize the work and fine training program of the local drop off center, Many Hands. The city intends to work in cooperation with this center and the recycling contractor to insure the center and its program continues to function economically as more and more local recycling programs come on line.

5. RECYCLING ECONOMICS

It is the policy of the city to consider recycling programs as alternatives to existing solid waste management and disposal programs in the region. As such, recycling programs are not expected to operate solely on revenues generated from the sale of recovered materials. In evaluating the costs of recycling programs, consideration shall be given to the quantities of materials diverted from landfill disposal and the marginal costs of traditional collection and disposal methods.

6. LEGISLATION

It is the policy of the city to support State and Federal legislation that encourages recycling, removes barriers to recycling, provides funding for local recycling programs, or promotes waste reduction. At the same time, the city will oppose legislation which would reduce local control and autonomy in dealing effectively with the Region's responsibility for solid waste management.

7. RELATIONSHIP TO COMPREHENSIVE SOLID WASTE MANAGEMENT PROGRAM

While recycling is an important element in Contra Costa County's waste management strategy, it is important to recognize that recycling will not eliminate the need for other environmentally safe and economically sound disposal technologies, facilities and programs in the comprehensive program for the management and disposal of the Region's solid waste.

8. RECYCLING PROGRAM REVIEW

The City Council will review the city's progress in the implementation of the recycling programs and the achievement of the recycling goals identified in this policy on an annual basis.

C. RECYCLING AGREEMENT

The city shall develop a contract governing these terms and conditions and enter into an agreement with the recycling agent.