

SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA



ITEM
12.3
(ID # 8298)

MEETING DATE:

Tuesday, November 6, 2018

FROM : DEPARTMENT OF WASTE RESOURCES:

SUBJECT: DEPARTMENT OF WASTE RESOURCES: Approval of the El Sobrante Landfill Environmental Impairment Trust Agreement and the Receipt, Release and Refunding Agreement, District 1. [\$0 - Waste Resources Enterprise Funds]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the El Sobrante Landfill Environmental Impairment Trust Agreement and Receipt, Release and Refunding Agreement; and,
2. Authorize the Chairman to execute both on behalf of the County; and,
3. Authorize the General Manager – Chief Engineer to execute minor administrative actions to process the agreements.

ACTION: Policy

Hans Kerkamp, General Manager - Chief Engineer 10/22/2018

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Ashley, seconded by Supervisor Perez and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Tavaglione, Washington, Perez and Ashley
Nays: None
Absent: None
Date: November 6, 2018
xc: Waste

Kecia Harper-Ihem
Clerk of the Board
By:
Deputy

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,
STATE OF CALIFORNIA**

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 0	\$ 0	\$ 0	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: N/A			Budget Adjustment:	No
			For Fiscal Year:	N/A

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

In the Fifth Amendment to the First El Sobrante Landfill Agreement, dated August 25, 1992 between the County of Riverside (County) and Western Waste Industries (Western), Western agreed to assume all environmental liability at the El Sobrante landfill and indemnify the County from the same liability. Western further agreed to set up a Trust Account naming Western and the County as joint beneficiaries to guarantee against any potential environmental degradation at the landfill. The trust fund is to be held by a trustee to be utilized to pay for any environmental impairment or pollution damage at the El Sobrante landfill and is in addition to the State mandated financial assurance requirements for environmental impairment imposed upon the landfill owner. Western was acquired by USA Waste of California (USA Waste) in 1996. The trust requirement was carried over to the First Amended and Restated Second El Sobrante Agreement and requires contributions by USA Waste of \$0.50 per ton until a cap of \$2M is reached. The cap is to be adjusted by 90% of the change in CPI annually. The balance of the trust fund at the end of 2017 was \$3,126,073.35.

The Trustee, Citicorp Trust N.A., resigned as trustee of the trust on December 20, 2017, requiring USA Waste and the County to select a successor trustee. Both parties have agreed to Bank of New York Mellon as successor trustee. In order to transfer the funds from the current trust to the Bank of New York Mellon, the attached receipt, release and refunding agreement and revised Trust Agreement must be executed by the parties.

Prev. Agn. Ref.: M.O. 3.30 of 08/23/1994

Impact on Residents and Businesses

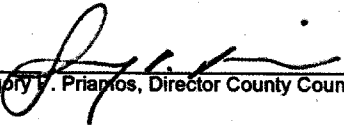
The action contemplated here will have no direct impact on residents and businesses, but will ensure the continuation of the environmental impairment trust fund at the El Sobrante landfill, a financial mechanism that is available should environmental impairment occur at the landfill.

ATTACHMENTS:

Attachment A - El Sobrante Landfill Environmental Impairment Trust Agreement

SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,
STATE OF CALIFORNIA

Attachment B - Receipt, Release and Refunding Agreement



Gregory V. Priapfos, Director County Counsel 10/30/2018

EL SOBRANTE LANDFILL ENVIRONMENTAL IMPAIRMENT TRUST AGREEMENT

Trust Account Number: 526727

This Trust Agreement ("Agreement") is entered into as of by and among USA Waste of California, Inc. (the Grantor), County of Riverside, California (the County), and The Bank of New York Mellon Trust Company, N.A. (the Trustee)

GRANTOR

Operator Name: USA Waste of California, Inc.
Address: 10910 Dawson Canyon Road, Corona, CA 92883
X Corporation, Association, Partnership, Proprietorship
In the State of Delaware
Facility Name: El Sobrante Landfill
Facility ID: 33-AA-0217

TERMS OF AGREEMENT

WHEREAS, the County of Riverside, a political subdivision of the State of California ("County") and USA Waste of California, Inc. ("Grantor") entered into an agreement entitled, "Second El Sobrante Landfill Agreement", dated September 1, 1998 for the construction and operation of a landfill in the Temescal Canyon Area of Riverside County.

WHEREAS, the Second El Sobrante Landfill Agreement incorporates certain Conditions of Approval (Appendix F, 15a & 15b) containing a provision requiring the establishment of a trust to which Grantor will make contributions and which will provide for the trust funds to be held by a trustee to be utilized to pay for any environmental remediation or pollution damage at the El Sobrante Landfill, at the direction of the County, all in accordance with the terms and provisions of Second El Sobrante Landfill Agreement.

WHEREAS, the Grantor, acting through its authorized representative, has selected the Trustee to be the trustee under this Agreement, and the Trustee is willing to act as trustee,

NOW THEREFORE, Grantor does hereby grant, bargain, sell, release, convey, assign, transfer and pledge unto the Trustee, in trust, for the benefit of the County all its right, title and interest in and to all amounts on hand from time to time in the funds and accounts established under this Agreement; and

the Grantor, the County and Trustee agree as follows:

Section 1. Definitions. As used in this Agreement:

- (a) The term "Grantor" means the operator who enters into this Agreement and any successors or assigns of the Grantor.
(b) The term "Trustee" means the Trustee who enters into this Agreement and any successor Trustee.
(c) The term "County" means the County of Riverside, a political subdivision of the State of California or its designee.
(d) The term "Beneficiary" means the County when this Agreement is used for compliance with the Second El Sobrante Landfill Agreement as stated in sections 1.2 and 2.5 incorporating the Conditions of Approval at Exhibit F (the Trust Requirement).

NOV 06 2018 12.30

Section 2. Establishment of Fund Pursuant to the Trust Requirement. The County, Grantor and the Trustee hereby establish a trust fund to be known as the "El Sobrante Landfill Environmental Impairment Trust", ("Fund,") for the benefit of the Beneficiary. The County, Grantor and the Trustee intend that no third party have access to the Fund except as herein provided. The Fund is established initially as consisting of the property, which is acceptable to the Trustee, described in Schedule A attached hereto. Such property and any other property subsequently transferred to the Trustee is referred to as the Fund, together with all earnings and profits thereon, less any payments or distributions made by the Trustee pursuant to this Agreement. The Fund shall be held by the Trustee, IN TRUST, as hereinafter provided. The Trustee shall not be responsible nor shall it undertake any responsibility for the amount or adequacy of, nor any duty to collect from the Grantor, any payments necessary to discharge any liabilities of the Grantor established by the Beneficiary.

Section 3. Payment for Environmental Impairment. The Trustee shall make payments from the Fund as the County shall direct, in writing, to provide for the payment of the costs of environmental impairment covered by this Agreement and the Trust Requirement. The Trustee shall make disbursements to the Grantor or other persons as specified by the County from the Fund for environmental impairment expenditures in such amounts as the County shall direct in writing. In addition, the Trustee shall refund to the Grantor such amounts as the County specifies in writing. Upon refund, such funds shall not constitute part of the Fund as defined herein.

Section 4. Payments Comprising the Fund. Payments made to the Trustee for the Fund shall consist of cash or securities acceptable to the Trustee.

Section 5. Trustee Management. The Trustee shall invest and reinvest the principal and income of the Fund and keep the Fund invested as a single fund, without distinction between principal and income, in accordance with general investment policies and guidelines of the County as set-forth in Exhibit B and incorporated here-in by reference, subject, however, to the provisions of this Section. In investing, reinvesting, exchanging, selling, and managing the Fund, the Trustee shall discharge his or her duties with respect to the trust fund solely in the interest of the Beneficiary and with the care, skill, prudence and diligence under the circumstances then prevailing that persons of prudence, acting in a like capacity and familiar with such matters, would use in the conduct of an enterprise of a like character and with like aims; except that:

(a) Securities or other obligations of the Grantor, or any other operator or owner of the landfills, or any of their affiliates as defined in the Investment Company Act of 1940, as amended, 15 U.S.C. 80a-2(a), shall not be acquired or held.

(b) The Trustee is authorized to invest the Fund in time or demand deposits of the Trustee, to the extent insured by an agency of the Federal or State Government; and

(c) The Trustee is authorized to hold cash awaiting investment or distribution uninvested for a reasonable time and without liability for the payment of interest thereon.

Section 6. Commingling and Investment. The Trustee is expressly authorized in its discretion:

(a) To transfer from time to time any or all of the assets of the Fund to any common, commingled or collective trust fund created by the Trustee in which the Fund is eligible to participate, subject to all of the provisions thereof, to be commingled with the assets of other trusts participating therein so long as such management does not conflict with the requirements of this Trust Fund; and

(b) To purchase shares in any investment company registered under the Investment Company Act of 1940, 15 U.S.C. 80a-1 et seq., and having a rating by S&P of AAAm-G; AAAm, or AA-m and if rated by Moody's rated Aaa, Aa1 or Aa2 including funds for which the Trustee or an affiliate advises or services or the shares of which are sold by the Trustee. The Trustee may vote such shares in its discretion.

Section 7. Account Records and Financial Statements. The Trustee shall at all times keep, or cause to be kept, proper books of record and account, prepared in accordance with corporate trust industry standards, in which complete and accurate entries shall be made of all transactions made by it relating to all funds and accounts established pursuant to this Agreement. Such books of record and account shall be available for inspection by Grantor and the County during business hours, upon reasonable notice, and under reasonable circumstances.

Section 8. Express Powers of Trustee. Without in any way limiting the powers and discretion conferred upon the Trustee by the other provisions of this Agreement or by law, the Trustee is expressly authorized and empowered:

(a) To sell, exchange, convey, transfer, or otherwise dispose of any property held by it, by public or private sale. No person dealing with the Trustee shall be bound to see to the application of the purchase money or to inquire into the validity or expediency of any such sale or other disposition;

(b) To make, execute, acknowledge, and deliver any and all documents of transfer and conveyance and any and all other instruments that may be necessary or appropriate to carry out the powers herein granted;

(c) To register any securities held in the Fund in its own name or in the name of a nominee and to hold any security in bearer form or in book entry, or to combine certificates representing such securities with certificates of the same issue held by the Trustee in other fiduciary capacities, or to deposit or arrange for the deposit of such securities in a qualified central depository even though, when so deposited, such securities may be merged and held in bulk in the name of the nominee of such depository with other securities deposited therein by another person, or to deposit or arrange for the deposit of any securities issued by the United

States Government, or any agency or instrumentality thereof, with a Federal Reserve Bank, but the books and records of the Trustee shall at all times show that all such securities are part of the Fund;

(d) To deposit any cash in the Fund in interest-bearing accounts maintained or savings certificates issued by the Trustee, in its separate corporate capacity, or in any other banking institution affiliated with the Trustee, to the extent insured by an agency of the Federal or State Government; and

(e) To compromise or otherwise adjust all claims in favor of or against the Fund.

Section 9. Taxes and Expenses. All taxes of any kind that may be assessed or levied against or in respect of the Fund and all brokerage commissions incurred by the Fund shall be paid from the Fund. All other expenses incurred by the Trustee in connection with the administration of this Trust, including fees for legal services rendered to the Trustee, the compensation of the Trustee to the extent not paid directly by the Grantor, and all other proper charges and disbursements of the Trustee shall be paid from the Fund.

Section 10. Annual Valuation. The Trustee shall annually, at least 30 days prior to the anniversary date of establishment of the Fund, furnish to the Grantor and the County a statement confirming the value of the Trust. Any securities in the Fund shall be valued at market value as of no more than 60 days prior to the anniversary date of establishment of the Fund. The failure of the Grantor to object in writing to the Trustee within 90 days after the statement has been furnished to the Grantor and to the County shall constitute a conclusively binding assent by the Grantor, barring the Grantor from asserting any claim or liability against the Trustee with respect to matters disclosed in the statement.

Section 11. Advice of Counsel. The Trustee may from time to time consult with counsel, who may be counsel to the County, with respect to any question arising as to the construction of this Agreement or any action to be taken hereunder. The Trustee shall be fully protected, to the extent permitted by law, in acting on the advice of counsel.

Section 12. Trustee Compensation. The Trustee shall be entitled to reasonable compensation for its services as agreed upon in writing from time to time with the Grantor.

Section 13. Successor Trustee. The Trustee may resign or the Grantor and County may agree to replace the Trustee, but such resignation or replacement shall not be effective until the Grantor has appointed a successor trustee, the County has approved such appointment, and this successor accepts the appointment. The successor trustee shall have the same powers and duties as those conferred upon the Trustee hereunder. Upon the successor trustee's acceptance of the appointment, the Trustee shall assign, transfer, and pay over to the successor trustee the funds and properties then constituting the Fund. If, for any reason, the Grantor cannot or does not act in the event of the resignation of the Trustee, the Trustee may apply to a court of competent jurisdiction for the appointment of a successor trustee or for instructions. The successor trustee shall specify the date on which it assumes administration of the trust in a writing sent to the Grantor, the County, and the present Trustee by certified mail ten days before such change becomes effective. Any expenses incurred by the Trustee as a result of any of the acts contemplated by this Section shall be paid as provided in Section 9.

Section 14. Instructions to the Trustee. All orders, requests, and instructions by the Grantor to the Trustee shall be in writing, signed by such persons as are designated in the attached Exhibit A or such other designees as the Grantor may designate by amendment to Exhibit A and approved by the County in writing. The Trustee shall be fully protected in acting without inquiry in accordance with the Grantor's orders, requests, and instructions once they have been approved in writing by the County. All orders, requests, and instructions by the County to the Trustee shall be in writing, signed by the County designees, and the Trustee shall act and shall be fully protected in acting in accordance with such orders, requests, and instructions. The Trustee shall have the right to assume, in the absence of written notice to the contrary, that no event constituting a change or a termination of the authority of any person to act on behalf of the Grantor or the County hereunder has occurred. The Trustee shall have no duty to act in the absence of such orders, requests, and instructions from the Grantor and/or the County, except as provided for herein.

Section 15. Notice of Nonpayment. The Trustee shall notify the Grantor, and the County, by either registered or certified mail, within 10 days following the expiration of the 30-day period after the anniversary of the establishment of the Trust, if no payment is received from the Grantor during that period. After the pay-in period is completed, the Trustee shall not be required to send a notice of nonpayment.

Section 16. Amendment of Agreement. This Agreement may be amended by an instrument in writing executed by the Grantor, Trustee, and the County, or by the Trustee and the County if the Grantor ceases to exist.

Section 17. Irrevocability and Termination. Subject to the right of the parties to amend this Agreement as provided in Section 16, this Trust shall be irrevocable and shall continue until terminated at the written agreement of the Grantor, the Trustee, and the County, or by the Trustee and the County, if the Grantor ceases to exist. Upon termination of the Trust, all remaining trust property, less final trust administration expenses, shall be delivered to the Grantor. The County will agree to termination of the trust when the operator substitutes alternate financial assurance or is released from its obligation under the Trust Requirement.

Section 18. Immunity and Indemnification. The Trustee shall not incur personal liability of any nature in connection with any act or omission, made in good faith, in the administration of this Trust, or in carrying out any directions by the Grantor or the County issued in accordance with this Agreement. The Trustee shall be indemnified and saved harmless by the Grantor or from the Trust Fund, or both, from and against any personal liability to which the Trustee may be subjected by reason of any act in conduct in its official capacity, including all expenses reasonably incurred in its defense in the event the Grantor fails to provide such defense.

Section 19. Notices. All parties to this Agreement are to receive copies of any notices sent to any other party of this Agreement pertaining to this Trust Account. Notices shall be mailed to the following addresses:

If to Grantor:

Waste Management, Inc.
1001 Fannin
Houston, TX 77002
Attention: WM Treasury Department

If to Trustee:

BNY Mellon, Corporate Trust
10161 Centurion Parkway
Jacksonville, FL 32256
ATTN: Derek Kettel, Vice President and Senior Relationship Manager
526727

Trust Account Number

If to County:

County of Riverside
Riverside County Department of Waste Resources
1995 Market Street
Riverside, CA 90247
ATTN: Hans Kernkamp, General Manager, Chief Engineer

Section 20. Benefit of Parties. Nothing in this Agreement or in the Trust expressed or implied is intended or shall be construed to give to any person other than the Grantor, the Trustee, and the County any legal or equitable right, remedy or claim under or in respect of this Agreement or any covenant, condition or provision herein contained; and all such covenants, conditions and provisions are and shall be held to be for the sole and exclusive benefit of the Grantor, the Trustee, and the County.

Section 21. Choice of Law. This Agreement shall be administered, construed, and enforced according to the laws of the State of California.

Section 22. Interpretation. As used in this Agreement, words in the singular include the plural and words in the plural include the singular. The descriptive headings for each Section of this Agreement shall not affect the interpretation or the legal efficacy of this Agreement.

Section 23. Execution in Counterpart. This Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the Grantor, County, and the Trustee shall preserve undestroyed, shall together constitute but one and the same instrument.

Section 24. Severability. If any provision, clause, sentence or paragraph of this Agreement shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision or application, and to this end, the provisions of this Agreement are severable.

(Signature page follows)

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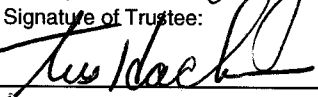
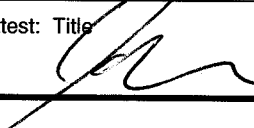
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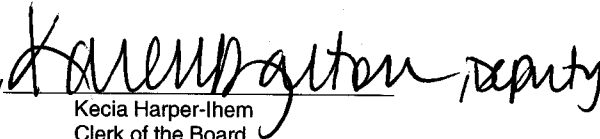
IN WITNESS WHEREOF the parties have caused this Agreement to be duly executed and their corporate seals to be hereunto affixed and attested as of the date first above written. The parties below certify and sign under the laws of the State of California that the information in this document is true and correct to the best of his or her knowledge.

Signature of Grantor: 	Title: Authorized Representative
Typed or Printed Name of Person Signing: Diana Seng	Seal:
Attest: Vice President and Secretary 	
Signature of Trustee: 	Title: Vice President
Typed or Printed Name of Person Signing: THOMAS HACKER	Seal:
Attest: Title 	

County of Riverside

By 
 Chuck Washington
 Chairman, Board of Supervisors

ATTEST:

By 
 Kencia Harper-Ihem
 Clerk of the Board

FORM APPROVED COUNTY COUNSEL

BY  26 NOV 2008
 DAVID M. McCARTHY DATE

EXHIBIT A

TRUST AGREEMENT by and among USA Waste of California, Inc., the County of Riverside, and the Bank of New York Mellon Trust Company, N.A.

As provided for in Section 14 of the Trust Agreement, the persons, other than the officials of the County identified in Section 14 of the Trust Agreement, who, until this Exhibit A is amended, shall have the authority to make orders, requests, and instructions to the Trustee are:

Officials of the Grantor.

Officials of the Grantor who have authority to give instructions are:

Name: Diana Seng

Title: Authorized Representative

Any orders, requests or instructions by the Grantor to the Trustee, pursuant to the foregoing Agreement, may be signed by any one or more of the following persons:

Name: Jeff Bennett

Title: Assistant Treasurer

Officials of the County who have authority to give orders, requests, consents, approvals, or instructions pursuant to the foregoing Agreement and who are authorized to sign such orders, request, consents, approvals, or instructions are:

Name: Hans Kernkamp

Title: General Manager-Chief Engineer

TRUST AGREEMENT (ONLY)

SCHEDULE A

The dollar amount of the fund is estimated to be \$3,136,125.23, and the actual dollar amount will be determined on the day of the wire transfer.

\$ 3,136,125.23

Three Million, One Hundred Thirty-Six Thousand, One Hundred Twenty-Five 23/100 USD
(Spell out dollar amount)

Authorized Signature: <i>SANDRA E. Graham</i>	Title: <i>Senior Analyst Client Services</i>
Typed or Printed Name of Person Signing: <i>S.E. Graham</i>	Address: <i>Bank of New York Mellon 340 Greenwich St. 7E. New York NY 10286</i>
	Phone Number of Person Signing: <i>212 298-1303</i>

Exhibit B

EI Sobrante Landfill Environmental Impairment Trust Agreement

Investment Policy and Guidelines

Permitted Investments are the following:

1. Direct obligations of the United States of America (including obligations issued or held in book-entry form on the books of the Department of the Treasury) or obligations the principal of and interest on which are unconditionally guaranteed by the United States of America.
2. Bonds, debentures, notes or other evidence of indebtedness issued or guaranteed by any of the following federal agencies and provided such obligations are backed by the full faith and credit of the United States of America (stripped securities are only permitted if they have been stripped by the agency itself):
 - a. Farmers Home Administration (FmHA)
Certificates of beneficial ownership
 - b. Federal Housing Administration Debentures (FHA)
 - c. General Services Administration
Participation certificates
 - d. Government National Mortgage Association (GNMA or "Ginnie Mae")
GNMA - guaranteed mortgage-backed bonds
GHMA - guaranteed pass-through obligations (participation certificates)
(not acceptable for certain cash-flow sensitive issues.)
 - e. U.S. Maritime Administration
Guaranteed Title XI financing
 - f. U.S. Department of Housing and Urban Development (HUD)
Project Notes
Local Authority Bonds
3. Bonds, debentures, notes or other evidence of indebtedness issued or guaranteed by any of the following non-full faith and credit U.S. government agencies (stripped securities are only permitted if they have been stripped by the agency itself):
 - a. Federal Home Loan Bank System
Senior debt obligations (Consolidated debt obligations)
 - b. Federal Home Loan Mortgage Corporation (FHLMC or "Freddie Mae")
Participation Certificates (Mortgage-backed securities)
Senior debt obligations
 - c. Federal National Mortgage Association (FNMA or "Fannie Mae") Mortgage-backed securities and senior debt obligations (excluded are stripped mortgage securities which are valued greater than par on the portion of unpaid principal).
 - d. Student Loan Marketing Association (SLMA or "Sallie Mae")
Senior debt obligations
 - e. Resolution Funding Corp. (REFCORP) Only the interest component of REFCORP strips which have been stripped by request to the Federal Reserve Bank of New York in book entry form are acceptable.
 - f. Farm Credit System
Consolidated systemwide bonds and notes
4. Money market funds registered under the Federal Investment Company of 1940, whose shares are registered under the Federal Securities Act of 1933, and having a rating by S&P of AAAm-G; AAAm, or AA-m and if rated by Moody's rated Aaa, Aa1 or Aa2 including funds for which the Trustee or an affiliate advises or services.
5. Certificates of deposit secured at all times by collateral described in (1) and/or (2) above. CD's must have a one year or

less maturity. Such certificates must be issued by commercial banks, savings and loan associations or mutual savings banks (which may include the Trustee and its affiliates) whose term obligations are rated "A-1" or better by S&P and "Prime-1" by Moody's.

The collateral must be held by a third party and the Trustee must have a perfected first security interest in the collateral.

6. Certificates of deposit, savings accounts, deposit accounts or money market deposits (which may include the Trustee and its affiliates) which are fully insured by FDIC, including BIF and SAIF.
7. Commercial paper rated "Prime-1" by Moody's and "A-1+" or better by S&P.
8. Bonds or notes issued by any state or municipality which are rated by Moody's and S&P in the highest long-term rating categories assigned by such agencies unless such obligations are issued by the State of California, in which case such obligations are rated in one of the two highest long-term rating categories of S&P and Moody's.
9. Federal funds or bankers acceptances with a maximum term of one year of any bank which has an unsecured, uninsured and unguaranteed obligation rating of "Prime-1" or "A3" or better by Moody's and "A-1+" or better by S&P.
10. Pre-refunded municipal bonds rated "Aaa" by Moody's and "AAA" by S&P. If, however, the issue is only rated by S&P (i.e., there is no Moody's rating), then the pre-refunded bonds must have been pre-refunded with cash, direct U.S. or U.S. guaranteed obligations, or AAA rated pre-refunded municipals to satisfy this condition.

RECEIPT, RELEASE AND REFUNDING AGREEMENT

WHEREAS, County of Riverside (the "County"), a political subdivision of the state of California and Western Waste Industries (a wholly owned subsidiary of Waste Management Holdings Inc.) and CITIBANK, N.A. (Successor in interest to CITICORP TRUST, NA.) as Trustee (the "Trustee"), executed an Agreement of Trust dated August 23, 1994 (the "Original Trust Agreement") creating THE EL SOBRANTE II TRUST (the "Trust");

WHEREAS, CITIBANK, N.A. is currently serving as the sole Trustee of the Trust;

WHEREAS, under Section 5.2 the Trustee may resign at any time upon sixty (60) days prior written notice to COUNTY and WESTERN WASTE INDUSTRIES.... Upon resignation, COUNTY and WESTERN WASTE INDUSTRIES shall promptly appoint a successor trustee who shall have the same powers and duties as those conferred herein. If a successor trustee is not appointed within 90 days, a successor shall be appointed by the Superior Court of CA. Any successor shall be a corporate fiduciary.

WHEREAS, CITIBANK, N.A. resigned as Trustee of the Trust on December 20, 2017.

WHEREAS, Bank of New York Mellon along with County and USA Waste of California, Inc. entered into a new agreement November 6, 2018.

Now therefore, the undersigned hereby agrees that he/she:

1. Has reviewed the recitals set forth above, and agree that they are accurate and an integral part of this Receipt, Release and Refunding Agreement.
2. Is a party in interest with respect to the Trust.
3. Has been informed by the Trustee that a judicial accounting and a petition for discharge may be prepared and filed by the Trustee in the appropriate court seeking approval of its account and granting its petition for discharge from any further responsibility for the Trust.

CITIBANK, N.A.
TRUSTEE OF THE EL SOBRANTE LANDFILL TRUST II
U/A DATED 8/23/94 WITH WESTERN WASTE IND & THE CNTY OF
RIVERSIDE CA

ACCOUNT NUMBER: 45B010376768

NOV 06 2018 12.30

4. Agree that in place of such judicial accounting and discharge, in order to expedite the transfer of trust administration of the Trust and avoid the expense attendant thereon, and in providing this Receipt, Release and Refunding Agreement the undersigned represents, states and agrees that he/she has read and understands this instrument and approves the same.
5. Has been provided and examined periodic statements of this account setting forth assets, values and transactions or is aware that he/she may request and examine copies of such statements for the duration of the Trustee's administration of the Trust.
6. Accepts such periodic statements as an account stated with the same effect as, and waives, a judicial accounting.
7. Has either consulted with his/her own counsel or has had the opportunity to do so regarding the legal effect of this Agreement
8. Approves of the administration of the Trust by the Trustee and approves of the Trustee's fees and charges paid and incurred in connection with such administration.
9. Has no claims against Trustee related to the administration of the Trust.
10. Hereby releases and discharges the Trustee, its employees, officers, agents, corporate predecessors and affiliates from any claim, liability, demand, or accountability in any way related to the Trustee's administration of the Trust.
11. Agrees to refund to the Trustee any distributions made by mistake or any amount necessary to meet costs or expenses, including applicable taxes, which may be incurred by the Trustee after transfer of the assets of the Trust which may be properly assessed against the Trustee and otherwise properly payable from the Trust not to exceed, however, an amount equal to the value of the assets transferred on the date of transfer;

CITIBANK, N.A.
TRUSTEE OF THE EL SOBRANTE LANDFILL TRUST II
U/A DATED 8/23/94 WITH WESTERN WASTE IND & THE CNTY OF
RIVERSIDE CA

ACCOUNT NUMBER: 45B010376768

12. Shall indemnify and hold harmless the Trustee, its employees, officers, agents, corporate predecessors and affiliates from and against any claims by third parties related in any way to administration of the Trust asserted against any or all of them or expenses incurred by any or all of them related to such claims
13. Understands and intends for the terms of this Agreement shall survive the time during which the Trustee and its corporate predecessors have acted and administered the Trust.
14. Has been made aware of the amounts and assets which will, subject to any applicable market fluctuation and payment of final expenses transferred and accepts such as accurate.

THIS AGREEMENT shall be governed by the laws governing the Trust.

THIS AGREEMENT may be executed in counterparts the sum of which will constitute the Agreement.


CITIBANK, N.A.
TRUSTEE OF THE EL SOBRANTE LANDFILL TRUST II
U/A DATED 8/23/94 WITH WESTERN WASTE IND & THE CNTY OF
RIVERSIDE CA

ACCOUNT NUMBER: 45B010376768

IN WITNESS whereof the Undersigned have executed this Agreement on behalf of him/herself and all whom by law he/she may represent.

"County"
County of Riverside


Chairman - CHUCK WASHINGTON
Board of Supervisors

ATTEST:
KECIA HARPER-IHEM, Clerk
By 
DEPUTY

STATE OF
COUNTY OF

On the _____ day of _____ in the year 2018, before me appeared _____, personally known and satisfactorily proven to me to be the individual whose name is subscribed to the within instrument and acknowledged that he/she executed the same as his/her free and voluntary act.

(seal)

Notary Public
My Commission Expires:

FORM APPROVED COUNTY COUNSEL

BY  26 Nov 2018
DAVID M. McCARTHY DATE

CITIBANK, N.A.
TRUSTEE OF THE EL SOBRANTE LANDFILL TRUST II
U/A DATED 8/23/94 WITH WESTERN WASTE IND & THE CNTY OF RIVERSIDE CA

ACCOUNT NUMBER: 45B010376768

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

COUNTY OF RIVERSIDE

} §

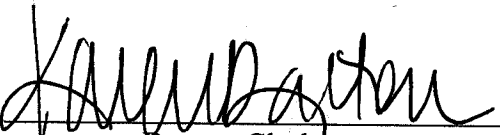
On November 6, 2018, before me, Karen Barton, Board Assistant, personally appeared Chuck Washington, Chairman of the Board of Supervisors, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument; and that a copy of this paper, document or instrument has been delivered to the chairperson.

I certify under the penalty of perjury under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal

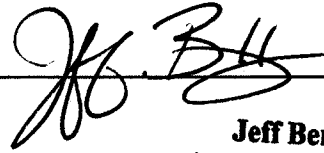
Kecia Harper-Ihem
Clerk of the Board of Supervisors

By:


Deputy Clerk

(SEAL)

Western Waste Industries, Inc.



Jeff Bennett
Assistant Treasurer

STATE OF Texas

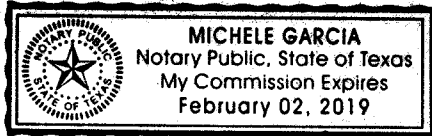
COUNTY OF Harris

On the 25 day of October in the year 2018, before me appeared Jeff Bennett, personally known and satisfactorily proven to me to be the individual whose name is subscribed to the within instrument and acknowledged that he/she executed the same as his/her free and voluntary act.

(seal)



Notary Public
My Commission Expires:



CITIBANK, N.A.
TRUSTEE OF THE EL SOBRANTE LANDFILLTRUST II
U/A DATED 8/23/94 WITH WESTERN WASTE IND & THE CNTY OF
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