TRUST AGREEMENT

Trust Account Number:_____

This Trust Agreement (Agreement) is entered into as of_____
by and between:
(Date)

GRANTOR	TRUSTEE
Operator Name:	Trustee Name:
Address:	Address: Phone Number:
☐ Corporation ☐ Association ☐ Partnership ☐ Proprietorship In the State of _____	☐ Incorporated in the State of _____ ☐ A National Bank

TERMS OF AGREEMENT

WHEREAS, the Department of Resources Recycling and Recovery (CalRecycle)~~California Integrated Waste Management Board (CIWMB)~~ has established regulations applicable to the Grantor in Title 27, California Code of Regulations, Division 2, Subdivision 1, Chapter 6, requiring that an operator of a solid waste disposal facility shall provide assurance that funds will be available when needed for closure and/or postclosure maintenance and/or corrective action and/or third party operating liability claims of the facility, and

WHEREAS, the Grantor has elected to establish a trust to provide all or part of such financial assurance for the facilities identified herein, and

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

NOW THEREFORE, the Grantor 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 "CalRecycle~~CIWMB~~" means State of California, Department of Resources Recycling and Recovery~~Integrated Waste Management Board~~ or its designee.

(d) The term "Beneficiary" means (1) ~~the~~ CalRecycle~~CIWMB~~ when this Agreement is used for closure, postclosure maintenance, and/or corrective action and (2) a ~~or any~~ third party claimant injured or damaged by accidental occurrences arising from the operation of the covered facility when this Agreement is used for operating liability~~claimants who satisfy the requirements either of Section 4(a) or 4(b) of this Agreement~~.

Section 2. Identification of Facilities Cost Estimates and Coverage Amounts. This Agreement pertains to the facilities, cost estimates, and determination of primary or excess coverage identified on attached Schedule A (for each facility identified in Schedule A, list the solid waste information system number, name, address, the current closure and/or postclosure cost estimates and/or corrective action cost estimates and/or operating liability coverage (indicate the closure and postclosure amounts and corrective action and operating liability coverage amounts separately), or portions thereof for which financial assurance is demonstrated by this Agreement).

Section 3. Establishment of Fund for Closure and/or Postclosure and/or Corrective Action and/or operating liability. The Grantor and the Trustee hereby establish a trust fund, the "Fund," for the benefit of the Beneficiary~~CIWMB~~. The 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 B 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~~CIWMB~~.

Section 3a. Establishment of Fund for Operating Liability. The Grantor and the Trustee hereby establish a trust fund, hereinafter the "Fund" for the benefit of any and all third parties injured or damaged by accidental occurrences arising from operation of the facility(ies) covered by this trust agreement, in the amounts of _____per occurrence and _____annual aggregate for accidental occurrences, except that the Fund is not established for the benefit of third parties for the following:

(a) "Bodily injury" or "property damage" expected or intended from the standpoint of the Grantor. This exclusion does not apply to "bodily injury" resulting from the use of reasonable force to protect persons or property.

(b) "Bodily injury" or "property damage" for which the Grantor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the Grantor would be obligated to pay in the absence of the contract or agreement.

(c) Any obligation of the Grantor under a workers' compensation, disability benefits, or unemployment compensation law or any similar law.

(d) "Bodily injury" to:

(1) An employee of the Grantor arising from, and in the course of, employment by the Grantor; or

(2) The spouse, child, parent, brother, or sister of an employee as a consequence of (1) above.

This exclusion applies:

(1) Whether the Grantor may be liable as an employer or in any other capacity; and

(2) To any obligation to share damages with or repay another person who must pay damages because of the injury.

(e) "Bodily injury" or "property damage" arising out of the ownership, maintenance, use, or entrustment to others of any aircraft, "auto", or watercraft owned or operated by or rented or loaned to the Grantor. Use includes operation and loading and unloading. This exclusion does not apply to:

(1) Parking an "auto" on, or on the ways next to, premises the Grantor owns or rents, provided the "auto" is not owned by or rented or loaned to the Grantor.

(2) "Bodily injury" or "property damage" arising out of the operation of any of the equipment listed in paragraph (F)2. or (F)3. of the definition of "mobile equipment" (27 CCR, Division 2, Subdivision 1, Chapter 6).

(f) "Property damage" to:

(1) Any property owned, rented, or occupied by the Grantor;

(2) Premises that are sold, given away, or abandoned by the Grantor if the "property damage" arises out of any part of those premises;

(3) Property loaned to the Grantor;

(4) Personal property in the care, custody, or control of the Grantor;

(5) That particular part of real property on which the Grantor or any contractors or subcontractors working directly or indirectly on behalf of the Grantor are performing operations, if the "property damage" arises out of these operations; or

(6) That particular part of any property that must be restored, repaired or replaced because the Grantor's work was incorrectly performed on it.

Section 4. Payment for Closure and/or Postclosure Maintenance and/or Corrective Action. The Trustee shall make payments from the Fund as ~~the~~ CalRecycle~~CIWMB~~ shall direct, in writing, to provide for the payment of the costs of closure and/or postclosure maintenance and/or corrective action of the facilities covered by this Agreement. The Trustee shall make disbursements to ~~reimburse~~ the Grantor or other persons as specified by ~~the~~ CalRecycle~~CIWMB~~ from the Fund for closure and/or postclosure and/or corrective action expenditures in such amounts as ~~the~~ CalRecycle~~CIWMB~~ shall direct in writing. In addition, the Trustee shall refund to the Grantor such amounts as ~~the~~ CalRecycle~~CIWMB~~ specifies in writing. Upon refund, such funds shall not constitute part of the Fund as defined herein.

Section 4a. Payment for Bodily Injury or Property Damage. The Trustee shall satisfy a third party liability claim by making payments from the Fund only on receipt of one of the following documents:

(a) Certification from the Grantor and the third party claimant ~~Beneficiary~~ that the liability claim should be paid. The certification must be worded as follows:

CERTIFICATION OF VALID CLAIM

The undersigned, as parties [Grantor] and [Name and Address of third party claimant(s)~~Beneficiary(ies)~~], hereby certify that the claim of bodily injury and/or property damage caused by an accidental occurrence arising from the operation of [Grantor's] solid waste facility should be paid in the amount of $ _____

_____	_____	___/___/___
Grantor's Signature	Notary	Date
_____	_____	___/___/___
Claimant(s) Signature	Notary	Date

(b) A valid final court order establishing a judgment against the grantor for bodily injury or property damage caused by accidental occurrences arising from the operation of the Grantor's facility or group of facilities.

Section 5. Payments Comprising the Fund. Payments made to the Trustee for the Fund shall consist of cash or securities acceptable to the Trustee.

Section 6. 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 that the Grantor may communicate in writing to the Trustee from time to time, 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~~CIWMB~~ 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:

(i) 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, unless they are securities or other obligations of the Federal or State Government.

(ii) 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

(iii) 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 7. 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; 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., including one that may be created, managed, underwritten, or to which investment advice is rendered or the shares of which are sold by the Trustee. The Trustee may vote such shares in its discretion.

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 depositary even though, when so deposited, such securities may be merged and held in bulk in the name of the nominee of such depositary 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~~ CalRecycle~~CIWMB~~ 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~~ CalRecycle~~CIWMB~~ 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 Grantor, 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 may replace the Trustee, but such resignation or replacement shall not be effective until the Grantor has appointed a successor trustee 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, CalRecycle~~CIWMB~~, 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. The Trustee shall be fully protected in acting without inquiry in accordance with the Grantor's orders, requests, and instructions. All orders, requests, and instructions by ~~the~~ CalRecycle~~CIWMB~~ to the Trustee shall be in writing, signed by ~~the~~ CalRecycle~~CIWMB~~ 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~~ CalRecycle~~CIWMB~~ 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 CalRecycle~~CIWMB~~, except as provided for herein.

Section 15. Notice of Nonpayment. The Trustee shall notify the Grantor, and CalRecycle~~CIWMB~~, 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 15a. Notice of Nonpayment. If a payment for bodily injury or property damage is made under Section 4a of this trust, the Trustee shall notify the Grantor of such payment and the amount(s) thereof within five (5) working days. The Grantor shall, within one year of such payment, either make payments to the trustee in amounts sufficient to cause the trust to return to its value immediately prior to the payment of claims under Section 4a, or shall provide written proof to the Trustee that other financial assurance for operating liability coverage has been obtained equaling the amount necessary to return the trust to its value prior to the payment of claims. If the Grantor does not either make payments to the Trustee or provide the Trustee with such proof, the Trustee shall, within 10 working days after the anniversary date of the payment, provide a written notice of nonpayment to ~~the~~ CalRecycle~~CIWMB~~.

Section 16. Amendment of Agreement. This agreement may be amended by an instrument in writing executed by the Grantor, Trustee, and CalRecycle~~CIWMB~~, or by the Trustee and CalRecycle~~CIWMB~~ 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~~ CalRecycle~~CIWMB~~, or by the Trustee and ~~the~~ CalRecycle~~CIWMB~~, 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~~ CalRecycle~~CIWMB~~ will agree to termination of the trust when the operator substitutes alternate financial assurance or is released as specified in 27 CCR, Division 2, Subdivision 1,
Chapter 6.

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~~ CalRecycle~~CIWMB~~ 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. Choice of Law. This Agreement shall be administered, construed, and enforced according to the laws of the State of California.

Section 20. 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.

IN WITNESS WHEREOF the parties have caused this Agreement to be executed by their respective officers duly authorized 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, and is being executed in accordance with the requirements of 27 CCR, Division 2, Subdivision 1, Chapter 6.

Signature of Grantor:	Title:
Typed or Printed Name of Person Signing:	Seal:
Attest: Title	
Signature of Trustee:	Title:
Typed or Printed Name of Person Signing:	Seal:
Attest: Title	

PRIVACY STATEMENT

The Information Practices Act (California Civil Code Section 1798.17) and the Federal Privacy Act (5 U.S.C. 552a(e)(3)) require that this notice be provided when collecting personal information from individuals.

AGENCY REQUESTING INFORMATION: California Department of Resources Recycling and Recovery (CalRecycle)~~California Integrated Waste Management Board~~.

UNIT RESPONSIBLE FOR MAINTENANCE OF FORM: Financial Assurances Section, California Department of Resources Recycling and Recovery (CalRecycle)~~the California Integrated Waste Management Board~~, 801 "K"~~1001 I~~ Street, P.O. Box 4025, Sacramento, California 95812-4025. Contact the Manager, Financial Assurances Section, at (916) 341-6000.

AUTHORITY: Public Resources Code section 43600 et seq.

PURPOSE: The information provided will be used to verify adequate financial assurance of solid waste disposal facilities listed.

REQUIREMENT: Completion of this form is mandatory. The consequence of not completing this form is denial or revocation of a permit to operate a solid waste disposal facility.

OTHER INFORMATION: After review of this document, you may be requested to provide additional information regarding the acceptability of this mechanism.

ACCESS: Information provided in this form may be provided to the U.S. Environmental Protection Agency, State Attorney General, Air Resources Board, California Department of Toxic Substances Control, Energy Resources Conservation and Development Commission, Water Resources Control Board, and California Regional Water Quality Control Boards. For more information or access to your records, contact California Department of Resources Recycling and Recovery (CalRecycle)~~the California Integrated Waste Management Board~~, 801 "K"~~1001 I~~ Street, P.O. Box 4025, Sacramento, California 95812-4025, (916) 341-6000.

EXHIBIT A

TRUST AGREEMENT BY AND BETWEEN _____

AND THE _____

As provided for in Section 14 of the Trust Agreement, the persons, other than the officials of the CalRecycleCIWMB 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: _____

Title: _____

EXHIBIT A

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: _____

Title: _____

TRUST AGREEMENT/DEPOSITORY TRUST

SCHEDULE A

This Agreement demonstrates financial assurance for the following cost estimate(s) and/or operating liability for the following facility(ies):

Solid Waste Information System Number	Name of Facility(ies)	Address of Facility(ies)	Cost Estimates and or operating liability coverage For Which Financial Assurance is Being Demonstrated by This Agreement
			Closure: _____ Postclosure: _____ Corrective Action: _____ Per Occurrence: _____ Annual Aggregate: _____ Total: _____

The cost estimates listed here were last adjusted on _____
Date

TRUST AGREEMENT (ONLY)

SCHEDULE B

The fund is established initially as consisting of the following:

$ _____ , _____
(Spell out dollar amount)

as evidenced by _____
(Name of institution drawn on)

Check Number _____.

Dated _____

I hereby certify that funds have been received and deposited.

Authorized Signature:	Title:
Typed or Printed Name of Person Signing:	Address: Phone Number of Person Signing:

DEPOSITORY TRUST AGREEMENT (ONLY)

SCHEDULE B

List of Property Comprising Trust Fund

None at the time of trust establishment. Funding of this Depository Trust Agreement is contingent upon drafts against that primary,

_____ number _____ and issued by
(Surety Bond or Letter of Credit)

the _____ on _____
(Issuing Institution) (Date)

in accordance with the terms of that _____
(Surety Bond or Letter of Credit)