

**AVILA BEACH COMMUNITY SERVICES DISTRICT
RESOLUTION NO. 2008- 09**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE
AVILA BEACH COMMUNITY SERVICES DISTRICT
APPROVING A 15-YEAR AMENDED AND RESTATED SOLID WASTE
FRANCHISE AGREEMENT TO PROVIDE SOLID WASTE SERVICES WITHIN
THE AVILA BEACH COMMUNITY SERVICES DISTRICT BOUNDARIES**

WHEREAS, pursuant to San Luis Obispo County Local Agency Formation Commission ("LAFCO") approval, the Avila Beach Community Services District ("District") is authorized to provide its residents with the collection or disposal of solid waste or refuse matter pursuant to Government Code Section 61100 (c); and

WHEREAS, on November 10, 2005, the District approved a Solid Waste Franchise Agreement with South County Sanitary Services, Inc. Said Franchise Agreement was extended to December 11, 2008; and

WHEREAS, South County Sanitary Services, Inc. has requested a 15-year extension of the Solid Waste Franchise Agreement; and

WHEREAS, on Tuesday, November 11, 2008, as part of its regular Agenda, the District Board of Directors considered South County Sanitary Services, Inc.'s request, the Staff Report, Staff Presentation, and public comment; and

WHEREAS, based on the Staff Report, Staff presentation and public comment, the Board finds that the public health, safety and well-being will be benefited by continuing to contract for solid waste collection services with a Contractor that has a proven track record within the District.

**NOW, THEREFORE, BE IS RESOLVED, DETERMINED AND
ORDERED BY THE AVILA BEACH COMMUNITY SERVICES DISTRICT
BOARD OF DIRECTORS AS FOLLOWS:**

1. The above recitals are true and correct, incorporated herein and constitute findings in support of this Resolution.
2. Subject to the conditions referenced in paragraphs 2 through 4, below, the Amended and Restated Franchise Agreement ("Agreement") is hereby approved.
3. The insurance certificates and endorsements are submitted to the satisfaction of the District General Manager and legal counsel.
4. The District General Manager and legal counsel are authorized to negotiate minor, non-substantive changes to the Agreement.

5. The District receives a fully executed Agreement from Waste Connections, Inc. and South County Sanitary Services, Inc..

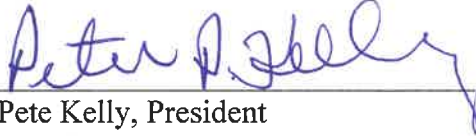
6. Upon satisfaction of conditions (2) through (4) above, the District President is authorized to sign the Agreement.

7. If conditions (2) through (4) above are not fully satisfied by December 1, 2008, the Board will reconsider South County Sanitary Services, Inc.'s request for a 15-year Agreement and will take further appropriate action.

On the motion of Director Guernsey, seconded by Director Brown, and on the following roll call vote, to wit:

AYES:	Guernsey, Brown, Kelley, Bernardo, Simas
NOES:	None
ABSENT:	None
CONFLICTS:	None

The foregoing resolution is hereby passed, approved and adopted by the Board of Directors of the Avila Beach Community Services District this 11th day of November, 2008.


Pete Kelly, President
Board of Directors, Avila Beach
Community Services District

ATTEST:

John Wallace, General Manager and
Secretary to the Board of Directors

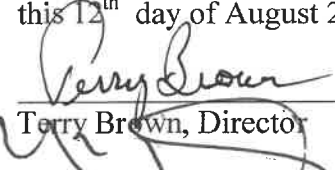
NOW, THEREFORE, BE IT RESOLVED, by the Board of Directors of the Avila Beach Community Services District, San Luis Obispo County, California, as follows:

That the Avila Beach Community Services District does hereby recognize and commend CHRISTOPHER HELENIOUS for his eight years of dedication, leadership, and extraordinary commitment as a Director for the Avila Beach Community Services District, and adopts this Resolution as a public statement of their recognition.

Upon Motion of Director Guernsey, seconded by Director Simas, and on the following roll call vote to wit:

AYES: Guernsey, Simas, Brown, Bernardo
NOES: None
ABSENT: Kelley

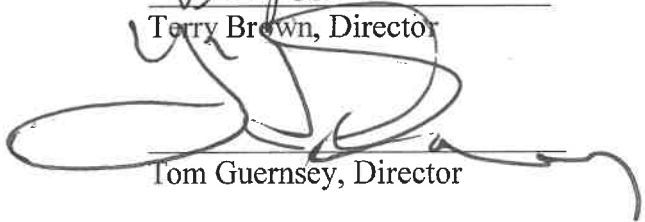
The foregoing Resolution 2008-6 Commending Christopher Helenius is hereby adopted this 12th day of August 2008.



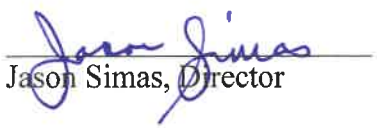
Terry Brown, Director



Perris Bernardo, Director



Tom Guernsey, Director



Jason Simas, Director

ATTEST:



John L. Wallace, General Manager

MARSH**CERTIFICATE OF INSURANCE**CERTIFICATE NUMBER
HOU-001023506-01**PRODUCER**Marsh USA Inc.
1000 Main Street, Suite 3000
Houston, TX 77002

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER OTHER THAN THOSE PROVIDED IN THE POLICY. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES DESCRIBED HEREIN.

COMPANIES AFFORDING COVERAGE

COMPANY

A American International Specialty Lines Ins Co

COMPANY

B

COMPANY

C

COMPANY

D

015079-PLL-PLL-05-08

INSUREDCold Canyon Landfill
Waste Connections, Inc.
2268 Carpenter Canyon Road
San Luis Obispo, CA 93401**COVERAGES**

This certificate supersedes and replaces any previously issued certificate for the policy period noted below.

THIS IS TO CERTIFY THAT POLICIES OF INSURANCE DESCRIBED HEREIN HAVE BEEN ISSUED TO THE INSURED NAMED HEREIN FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THE CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, CONDITIONS AND EXCLUSIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
	GENERAL LIABILITY				GENERAL AGGREGATE	\$
	☐ COMMERCIAL GENERAL LIABILITY				PRODUCTS - COM/OP AGG	\$
	☐ CLAIMS MADE ☐ OCCUR				PERSONAL & ADV INJURY	\$
	☐ OWNER'S & CONTRACTOR'S PROT				EACH OCCURRENCE	\$
					FIRE DAMAGE (Any one fire)	\$
					MED EXP (Any one person)	\$
	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT	\$
	☐ ANY AUTO				BODILY INJURY (Per person)	\$
	☐ ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$
	☐ SCHEDULED AUTOS				PROPERTY DAMAGE	\$
	☐ HIRED AUTOS					
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$
	☐ ANY AUTO				OTHER THAN AUTO ONLY:	
					EACH ACCIDENT	\$
	EXCESS LIABILITY				AGGREGATE	\$
	☐ UMBRELLA FORM				EACH OCCURRENCE	\$
	☐ OTHER THAN UMBRELLA FORM				AGGREGATE	\$
						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATUTORY LIMITS	OTHER
	THE PROPRIETOR/ PARTNERS/EXECUTIVE OFFICERS ARE: ☐ INCL ☐ EXCL				EL EACH ACCIDENT	\$
					EL DISEASE-POLICY LIMIT	\$
					EL DISEASE-EACH EMPLOYEE	\$
A	OTHER	PLS 1556102	11/19/05	11/19/11	EACH INCIDENT	100,000
	POLLUTION LEGAL LIABILITY				AGGREGATE	100,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

Avila Beach Community Services District, its Board of Directors, Officials, employees, agents and volunteers is included as an Additional Insured where required by written contract, but only for the liability arising out of the operations of the Named Insured. The Additional Insured Endorsement had been requested and is forthcoming.

CERTIFICATE HOLDERAvila Beach Community Services District
ATTN: District Manager
P.O. Box 309
Avila Beach, CA 93423**CANCELLATION**SHOULD ANY OF THE POLICIES DESCRIBED HEREIN BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE INSURER AFFORDING COVERAGE WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED HEREIN, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER AFFORDING COVERAGE, ITS AGENTS OR REPRESENTATIVES, OR THE ISSUER OF THIS CERTIFICATE.AUTHORIZED REPRESENTATIVE
of Marsh USA Inc.

BY: Barry N. Smith



MM1(3/02)

VALID AS OF: 11/17/08

Paragraph a. above does not apply to fuels, lubricants, fluids, exhaust gases or other similar "pollutants" that are needed for or result from the normal electrical, hydraulic or mechanical functioning of the covered "auto" or its parts, if:

- (1) The "pollutants" escape, seep, migrate, or are discharged, dispersed or released directly from an "auto" part designed by its manufacturer to hold, store, receive or dispose of such "pollutants"; and
- (2) The "bodily injury", "property damage", or "covered pollution cost or expense" does not arise out of the operation of any equipment listed in paragraphs 6.b. or 6.c. of the definition of "mobile equipment".

Paragraphs b. and c. above do not apply to "accidents" that occur away from premises owed by or rented to an "insured" with respect to "pollutants" not in or upon a covered "auto" if:

- (1) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto"; and
- (2) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.

Authorized Agent

ACORDDATE (MM/DD/YYYY)
11/17/2008**PRODUCER**Aon Risk Insurance Services West, Inc.
Portland Oregon Office
1211 S.W. 5th Avenue
Suite 600
Portland OR 97204-3799 USA

PHONE: (503) 224-9700

FAX: (503) 295-0923

INSUREDWaste Connections, Inc.
35 Iron Point Circle, Suite 200
Folsom CA 95630-8589 USATHIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY
AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS
CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE
COVERAGE AFFORDED BY THE POLICIES BELOW.**INSURERS AFFORDING COVERAGE****NAIC #**

INSURER A:	ACE American Insurance Company	22667
INSURER B:	Indemnity Insurance Co of North America	43575
INSURER C:	Liberty Insurance Underwriters, Inc.	19917
INSURER D:		
INSURER E:		

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING
ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY
PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES.
AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

LIMITS SHOWN ARE AS REQUESTED

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A		☒ GENERAL LIABILITY COMMERCIAL GENERAL LIABILITY CLAIMS MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO- JECT ☐ LOC	HD0623744065	08/01/08	08/01/09	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$5,000 MED EXP (Any one person) EXCLUDED PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$1,000,000
A		☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON OWNED AUTOS	ISAH08246403	08/01/08	08/01/09	COMBINED SINGLE LIMIT (Ea accident) \$5,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
		☐ GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN EA ACC AUTO ONLY: AGG
C		☒ EXCESS UMBRELLA LIABILITY ☒ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☐ RETENTION	LQ1871185278036	08/01/08	08/01/09	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000
B		☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	WLRC44344920 All other States WLRC44344968 AZ & CA Only	08/01/08 08/01/08	08/01/09 08/01/09	☒ WC STATU- TORY LIMITS ☐ OTH- ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000
A		OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONSNamed Insured includes: South County Sanitary Services, Inc.
Avila Beach Community Services District, its Board of Directors, Officials, Employees, Agents and Volunteers are
included as Additional Insureds per attached CG2026 0704 and DA-9U74. General Liability is written on Form CG**ENDORSEMENTS**Avila Beach Community Services District
Attn: District Manager
PO Box 309
Avila Beach CA 93423 USASHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION
DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL
30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT,
BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY
OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Karen Morrison

Holder Identifier: AX, PN

Certificate No: 570031699832

Attachment to ACORD Certificate for waste connections, Inc.

The terms, conditions and provisions noted below are hereby attached to the captioned certificate as additional description of the coverage afforded by the insurer(s). This attachment does not contain all terms, conditions, coverages or exclusions contained in the policy.

INSURED

Waste Connections, Inc.
35 Iron Point Circle, Suite 200
Folsom CA 95630-8589 USA

INSURER
INSURER
INSURER
INSURER
INSURER

ADDITIONAL POLICIES

If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER POLICY DESCRIPTION	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE	LIMITS	

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENTS/SPECIAL PROVISIONS

0001 and Automobile Liability is written on Form CA 0001. Primary Non-Contributory applies to General Liability per attached Form LD-20287 and Automobile per attached DA21886. Automobile Liability includes Broadened Pollution Liability - Covered Autos per Form DA-4P05A.

Certificate No :

570031699832

COMMERCIAL GENERAL LIABILITY
CG 20 26 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – DESIGNATED
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)
Blanket to the extent to include where required under written contract, provided such contract was executed prior to the date of loss.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- A. In the performance of your ongoing operations; or
- B. In connection with your premises owned by or rented to you.

**ADDITIONAL INSURED –
DESIGNATED PERSONS OR ORGANIZATIONS**

Named Insured Waste Connections, Inc.			Endorsement Number 7
Policy Symbol ISA	Policy Number H08246361	Policy Period 08/01/2008 to 08/01/2009	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO POLICY
TRUCKERS POLICY
GARAGE POLICY**

Additional Insured (s): Blanket to the extent to include where required under a written
contract, provided such contract was executed prior to the date of loss.

- A. For a covered "auto," Who Is Insured is changed to include as an "insured," the persons or organizations named in this endorsement. However, these persons or organizations are an "insured" only for "bodily injury" or "property damage" resulting from acts or omissions of:
1. You.
 2. Any of your employees or agents.
 3. Any person operating a covered "auto" with permission from You, any of your employees or agents.
- B. The persons or organizations named in this endorsement are not liable for payment of your premium.

Authorized Agent

NON-CONTRIBUTORY ENDORSEMENT FOR ADDITIONAL INSURED

Named Insured Waste Connections, Inc.			Endorsement Number 13
Policy Symbol HDO	Policy Number G23744065	Policy Period 08/01/2008 to 08/01/2009	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL GENERAL LIABILITY COVERAGE

Schedule

Organization

Additional Insured Endorsement

(If no information is filled in, the schedule shall read: "All persons or entities added as additional insureds through an endorsement with the term "Additional Insured" in the title)

For organizations that are listed in the Schedule above that are also an Additional Insured under an endorsement attached to this policy, the following is added to Section IV.4.a:

If other insurance is available to an insured we cover under any of the endorsements listed or described above (the "Additional Insured") for a loss we cover under this policy, this insurance will apply to such loss on a primary basis and we will not seek contribution from the other insurance available to the Additional Insured.

Authorized Agent

NON-CONTRIBUTORY ENDORSEMENT FOR ADDITIONAL INSURED

Named Insured Waste Connections, Inc.			Endorsement Number 12
Policy Symbol ISA	Policy Number H08246361	Policy Period 08/01/2008 to 08/01/2009	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO COVERAGE FORM

TRUCKERS COVERAGE FORM

Schedule

Organization

Additional Insured Endorsement

(If no information is filled in, the schedule shall read: "All persons or entities added as additional insureds through an endorsement with the term "Additional Insured" in the title)

For organizations that are listed in the Schedule above that are also an Additional Insured under an endorsement attached to this policy, the following is added to Section IV.B.5:

If other insurance is available to an insured we cover under any of the endorsements listed or described above (the "Additional Insured") for a loss we cover under this policy, this insurance will apply to such loss on a primary basis and we will not seek contribution from the other insurance available to the Additional Insured.

Authorized Agent

BROADENED POLLUTION LIABILITY COVERAGE – COVERED AUTOS

Named Insured Waste Connections, Inc.			Endorsement Number 10
Policy Symbol ISA	Policy Number H08246361	Policy Period 08/01/2008 to 08/01/2009	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM
TRUCKERS COVERAGE FORM**

LIABILITY COVERAGE is changed as follows:

LIABILITY COVERAGE under this policy is extended to apply to "bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" that are, or that are contained in any property that is:

- (1) being transported or towed by the covered "auto"; or
- (2) otherwise in the course of transit by the "insured."

However, this extension of coverage does not apply to:

- (1) "pollutants" that are being handled, or are contained in any property that is being handled, for movement into, onto, or from the covered "auto"; or
- (2) liability assumed under a contract or agreement.

DEFINITIONS: The definition of "covered pollution cost or expense" is replaced by the following:

D. "Covered pollution cost or expense" means any cost or expense arising out of:

- (1) Any request, demand or order; or
- (2) Any claim or "suit" by or on behalf of a governmental authority demanding

that the "insured" or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants."

"Covered pollution cost or expense" does not include any cost or expense arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

- a. That are, or that are contained in any property that is:
 - (1) Being handled, or handled for movement into, onto or from the covered "auto";
 - (2) Being stored, disposed of, treated or processed in or upon the covered "auto"; or
- b. Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "insured" for movement into or onto the covered "auto"; or
- c. After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured."