**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 HELENIUS 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

015079-PLL-PLL-05-08

**INSURED**

Cold Canyon Landfill
Waste Connections, Inc.
2268 Carpenter Canyon Road
San Luis Obispo, CA 93401

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:

**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** | | | | | |
| | COMMERCIAL GENERAL LIABILITY | | | | GENERAL AGGREGATE | $ |
| | CLAIMS MADE ☐ OCCUR | | | | PRODUCTS - COMP/OP AGG | $ |
| | OWNER'S & CONTRACTOR'S PROT | | | | PERSONAL & ADV INJURY | $ |
| | | | | | EACH OCCURRENCE | $ |
| | | | | | FIRE DAMAGE (Any one fire) | $ |
| | | | | | MED EXP (Any one person) | $ |
| | **AUTOMOBILE LIABILITY** | | | | | |
| | ANY AUTO | | | | COMBINED SINGLE LIMIT | $ |
| | ALL OWNED AUTOS | | | | BODILY INJURY (Per person) | $ |
| | SCHEDULED AUTOS | | | | | |
| | HIRED AUTOS | | | | BODILY INJURY (Per accident) | $ |
| | NON-OWNED AUTOS | | | | | |
| | | | | | PROPERTY DAMAGE | $ |
| | **GARAGE LIABILITY** | | | | | |
| | ANY AUTO | | | | AUTO ONLY - EA ACCIDENT | $ |
| | | | | | OTHER THAN AUTO ONLY: | |
| | | | | | EACH ACCIDENT | $ |
| | | | | | AGGREGATE | $ |
| | **EXCESS LIABILITY** | | | | | |
| | UMBRELLA FORM | | | | EACH OCCURRENCE | $ |
| | OTHER THAN UMBRELLA FORM | | | | AGGREGATE | $ |
| | | | | | | $ |
| | **WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** | | | | WC STATU-TORY LIMITS / OTH-ER | |
| | THE PROPRIETOR/ PARTNERS/EXECUTIVE OFFICERS ARE: ☐ INCL ☐ EXCL | | | | EL EACH ACCIDENT | $ |
| | | | | | EL DISEASE-POLICY LIMIT | $ |
| | | | | | EL DISEASE-EACH EMPLOYEE | $ |
| A | **OTHER** POLLUTION LEGAL LIABILITY | PLS 1556102 | 11/19/05 | 11/19/11 | EACH INCIDENT | 100,000 |
| | | | | | AGGREGATE | 100,000 |

**DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS**

Avila Beach Community Services District, its Board of Directors, Officals, empoyees, 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 HOLDER**

Avila 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

**ACORD.**

DATE (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

THIS 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.

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

| 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: | | |

Holder Identifier : AI, PN

Certificate No : 570031699832

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/YY) | POLICY EXPIRATION DATE(MM/DD/YY) | LIMITS | |
|---|---|---|---|---|---|---|---|
| A | | GENERAL LIABILITY<br>[X] COMMERCIAL GENERAL LIABILITY<br>CLAIMS MADE [X] OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>[X] POLICY [ ] PRO-JECT [ ] LOC | HDOG23744065 | 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<br>[X] ANY AUTO<br>ALL OWNED AUTOS<br>SCHEDULED AUTOS<br>HIRED AUTOS<br>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<br>ANY AUTO | | | | AUTO ONLY - EA ACCIDENT | |
| | | | | | | OTHER THAN AUTO ONLY : EA ACC | |
| | | | | | | AGG | |
| C | | EXCESS /UMBRELLA LIABILITY<br>[X] OCCUR [ ] CLAIMS MADE<br>DEDUCTIBLE<br>RETENTION | LQ1B71185278036 | 08/01/08 | 08/01/09 | EACH OCCURRENCE | $5,000,000 |
| | | | | | | AGGREGATE | $5,000,000 |
| B<br>A | | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED?<br>If yes, describe under SPECIAL PROVISIONS below | WLRC44344920<br>All Other States<br>WLRC44344968<br>AZ & CA Only | 08/01/08<br><br>08/01/08 | 08/01/09<br><br>08/01/09 | X 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 |
| | | OTHER | | | | | |

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

Named 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

CERTIFICATE HOLDER

Avila Beach Community Services District
Attn: District Manager
PO Box 309
Avila Beach CA 93423 USA

CANCELLATION

SHOULD 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

## 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 | |
|---|---|---|---|---|---|---|---|
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DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/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.


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# ADDITIONAL INSURED – DESIGNATED PERSONS OR ORGANIZATIONS

| Named Insured | | | Endorsement Number |
|---|---|---|---|
| Waste Connections, Inc. | | | 7 |
| Policy Symbol | Policy Number | Policy Period | Effective Date of Endorsement |
| ISA | H08246361 | 08/01/2008 to 08/01/2009 | |
| 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 INSUREDS

| Named Insured<br>Waste Connections, Inc. | | | Endorsement Number<br>13 |
|---|---|---|---|
| Policy Symbol<br>HDO | Policy Number<br>G23744065 | Policy Period<br>08/01/2008 to 08/01/2009 | Effective Date of Endorsement |
| Issued By (Name of Insurance Company)<br>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 INSUREDS

| Named Insured<br>Waste Connections, Inc. | | | Endorsement Number<br>12 |
|---|---|---|---|
| Policy Symbol<br>ISA | Policy Number<br>H08246361 | Policy Period<br>08/01/2008 to 08/01/2009 | Effective Date of Endorsement |
| Issued By (Name of Insurance Company)<br>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 | | | Endorsement Number |
|---|---|---|---|
| Waste Connections, Inc. | | | 10 |
| Policy Symbol | Policy Number | Policy Period | Effective Date of Endorsement |
| ISA | H08246361 | 08/01/2008 to 08/01/2009 | |
| 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."