

TOWNSHIP OF ANDOVER, COUNTY OF SUSSEX, STATE OF NEW
JERSEY

RESOLUTION #R2015-133

**RESOLUTION OF THE ANDOVER TOWNSHIP COMMITTEE TO AWARD
BID
FOR SOLID WASTE AND RECYCLING COLLECTION SERVICES
FOR THE TOWNSHIP OF ANDOVER**

WHEREAS, bids were opened as advertised on July 15 , 2015, for the Solid Waste and Recycling Collection Services; and

WHEREAS, (1) bids were received from the following vendors:

1. **Blue Diamond Disposal, PO Box 267, Succasunna NJ 07878**

The Proposals are divided by various options.

WHEREAS, the Township Attorney is satisfied with the proposal submitted by Blue Diamond Disposal whose bid meets all technical specifications and legal sufficiency; and

WHEREAS, the Chief Financial Officer of the Township of Andover has certified that sufficient funds are available for this purpose.

NOW, THEREFORE, BE IT RESOLVED by the Township Committee of the Township of Andover, in the County of Sussex and State of New Jersey, as follows:

1. The contract for the Solid Waste and Recycling Collection Services as specified is hereby awarded to Blue Diamond Disposal, PO Box 267, Succasunna NJ 07878 and the Mayor and Township Clerk are hereby authorized and directed to execute a contract with Blue Diamond Disposal in accordance with its bid proposal, for

6.8.3 Proposed Option #3

Option 5 - (5) Year Period Total Bid Price \$2,955,000

This Resolution shall take effect immediately.

Adopted this 26th day of October 2015, and certified as a true copy of an original.



Diana Francisco, R.M.C.
Deputy Clerk

TOWNSHIP OF ANDOVER, COUNTY OF SUSSEX, STATE OF NEW JERSEY

CONTRACT FOR SOLID WASTE AND RECYCLING SERVICES

THIS AGREEMENT, made this day of November, 2015 between the Township of Andover, a Municipal Corporation of the State of New Jersey, 134 Newton-Sparta Road., Newton, New Jersey 07860, hereinafter referred to as the "Township"; and Blue Diamond Disposal, PO BOX 267, Succasunna, New Jersey 07878, hereinafter referred to as the "Contractor".

WITNESSETH, that in consideration of the promises and agreements set forth herein, the parties hereto promise, agree and contract to and with each other as follows:

1. The Contractor will provide the Township with solid waste and recycling pickup for all residences (including the Rolling Hills Condominium Complex and the Ascot Apartment Complex), for all businesses, for all schools and for all municipal locations within the Township of Andover as set forth in the Bid Specifications as outlined under Option Five (5).
2. Performance and compliance of the contract will be for such amounts, from and to such places as are set forth in the Notice to Bidders and the Specifications as promulgated by the Township. The contract will be recognized and enforced for the period of five (5) years covering January 1, 2016 to December 31, 2020, inclusive for the total price, as set forth in said Bid Proposal and the attached Resolution, #R2015-133.
3. Contractor shall comply with all the terms and conditions of the Specifications, Notice to Bidder, the Bid Proposal submitted by the contractor, N.J.A.C.7:26H6.1 et seq. and all other state and federal statutes and regulations, which may be applicable to the proper performance of this contract and made a part hereof by reference as though fully set forth herein. If there are any inconsistencies or ambiguities between this contract and the Specifications, the stricter provision or interpretation which benefits the Township shall apply.
4. The Contractor agrees that there will be no deviation from the quality or standards of the service required to be furnished or in the conditions as set forth in the Specifications concerning the same or the delivery thereof, except as may be set forth herein.
5. The Contractor shall furnish to the Township, Quarterly and Year End Recycling Reports. Should the Township request reports more frequently, Contractor agrees that it will furnish same upon request.
6. There shall be no additional payments made to the Contractor other than as expressly provided for in the Specifications and as set forth in Resolution #R2015-133 accepting Contractors Bid Proposal, unless

additional payments are agreed to and set forth in a writing signed by the Township or its duly authorized officers, agents, or representatives.

7. This contract shall be renegotiated to reflect any increases or decreases in solid waste disposal cost whenever:

1. The increase or decrease results from compliance with an Order issued by the New Jersey Department of Environmental Protection directing the solid waste collected pursuant to this contract to be disposed at a facility other than the designated disposal facility set forth herein: or

2. The increase or decrease occurs as a result of lawful increases in the rates, fees or charges imposed on the disposal of solid waste at the disposal facility designated herein. In the event of such increase or decrease the parties shall attempt to renegotiate this contract within fifteen (15) days of written notice of the contemplated increase or decrease being received by either party. In the event that the contract cannot be mutually renegotiated, either party shall have the right to terminate this contract upon giving written notice of termination sent which termination shall take effect not less than seventy-five (75) days following receipt of Notice of Termination by the other party.

8. For the purpose of this contract, **"Disposal Facility"** means those sites designated in the Sussex County Solid Waste Management Plan or which may be approved by other governmental agencies or which may otherwise be deemed to be legally approved to receive waste from the Township of Andover. Due to imminent changes in waste flow regulations, various facilities may become eligible to serve as an authorized Disposal Facility for the Township of Andover. For the purpose of this contract, any facility that is authorized to accept solid waste Class #10 from the Township of Andover by the Sussex County Solid Waste Management Plan or which may be deemed legally able to accept solid waste Class #10 from the Township of Andover during the term of the contract will be accepted.

9. In the event the Contractor shall not furnish the services required under this Agreement or shall fail to deliver the same in the manner or at the times required, the Township shall be entitled to purchase such services as may be required in place of those the Contractor fails to furnish for the best price the Township can obtain at that time without public bidding as provided under N.J.S.A.40:11-6. Any increase in the cost to the Township above the price herein agreed to be paid shall be charged to and shall become the obligation of the Contractor, if any, such excess costs resulting from Contractor's nonperformance.

10. The Contractor shall be liable for payment of all charges for delivery of the service to be furnished under the Agreement to the places specified in the Specifications.

11. The Contractor shall indemnify and save harmless the Township, its officers, agents and/or employees, against and from all suits, demands, claims, damages, or costs of suit to which the Township, or its

aforesaid officers, agents and/or employees may be put by reason of injury or damage to the person or property of others resulting from the service furnished by the Contractor hereunder, or from any carelessness or negligence of the Contractor or his agents or subcontractors in either furnishing or delivering the said services and as a result of which the Township, or its officers, agents and/or employees may be sued or may otherwise be involved. The Contractor further agrees to furnish appropriate Certificates of Insurance acceptable to the Township covering this provision and in accordance with the Specifications upon execution of this contract.

12. The Township agrees to pay to the Contractor for the actual quantity of services delivered at the price bid and at the times as specified in paragraph 5.12 of the Specifications after submission of itemized vouchers as specified in paragraph 5.12 of the Specifications by the Contractor on approval Township Voucher forms duly sworn to. Payment shall be made at such times as shall conform to the standard practice of the Township for payment for service rendered and as specified in paragraph 5.12 of the Specifications.

13. Acceptance by the Contractor of the final payment constituting payment in full of the agreed price by the Township under the terms of this contract shall be considered as a release in full for all claims against the Township growing out of the services rendered, whether or not a formal release for the same is executed and delivered.

14. Any work or service to be performed under this contract shall be subject to periodic inspections by the Township, or its authorized representatives, and such service which, in the opinion of the Township, does not conform to the requirements of the Specifications of this contract, shall not be deemed accepted and approved as complying with the performance of this contract. The Township's opinion rendered under this provision shall be final and conclusive upon Contractor.

15. The Contractor shall, furnish within ten (10) days of the execution of this contract, a performance bond for services from January 1, 2016 through December 31, 2020, satisfactory to the Township. Said bonds shall be conditioned upon the proper performance and fulfillment of this contract by the Contractor, including payment by the Contractor of all indebtedness which may accrue to any other party on account of the services to be furnished and delivered by the Contractor. Said bond shall be deposited with and held by the Township.

16. The Contractor agrees that no one employed by it shall, while engaged in the performance of this contract, work more than eight hours in any one day except under the conditions allowed under the provisions of applicable Federal and State Law, or other lawful regulation applying thereto, and all employees performing work or services on behalf of the Contractor under this contract shall not be paid less than the prevailing rate of wages for work of a similar nature as required under the Laws of the State of New Jersey or

the United States of America.

17. During the performance of this contract, the contractor agrees it will not discriminate against any employee or applicant for employment because of age, race, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. Such actions shall include, but are not limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth the provisions of this nondiscrimination clause.

The contractor will in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation.

The contractor where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor agrees to comply with the regulations promulgated by the Treasurer pursuant to P.L. 1975, c.127, as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor agrees to attempt in good faith to employ minority and female workers consistent with the applicable county employment goals prescribed by N.J.A.C.17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time.

The contractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

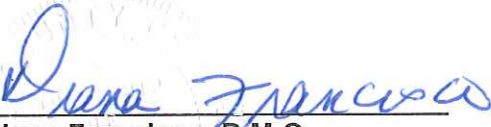
The contractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal Law and applicable Federal court decisions.

The contractor shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (N.J.A.C. 17:27).

18. This contract shall be binding upon the Township and the Contractor its successors and assigns. The contractor shall file two copies of the executed contract with the Bureau of Solid Waste Regulation, Division of Solid and Hazardous Waste in accordance with the requirements of N.J.A.C. 7:26H-5.7 (b) 3.

IN WITNESS WHEREOF, the said party of the first part has caused this instrument to be signed by its Administrator, attested by its Clerk, and its Corporate Seal to be hereunto affixed, pursuant to Resolution #R2015-133 of the Township passed for that purpose, and the said Contractor has set its hand and seal, or caused these presents to be signed by its President and its Corporate Seal to be hereunto affixed attested by its Secretary the day and year first above written.

ATTEST:


Diana Francisco, R.M.C.
Deputy Clerk


TIMOTHY SHORTINO
VICE PRESIDENT

TOWNSHIP OF ANDOVER


By: _____
Michael Lenak, Mayor

BLUE DIAMOND DISPOSAL OF
NEW JERSEY, INC.


By: _____
JOHN SHORTINO JR
PRESIDENT

PLATTE RIVER INSURANCE COMPANY
POWER OF ATTORNEY

41424856

KNOW ALL MEN BY THESE PRESENTS, That the PLATTE RIVER INSURANCE COMPANY, a corporation of the State of Nebraska, having its principal offices in the City of Middleton, Wisconsin, does make, constitute and appoint

-----TIMOTHY J WAGNER, TED A MCLLOUD-----

its true and lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf, as surety, and as its act and deed, any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of

----- ALL WRITTEN INSTRUMENTS IN AN AMOUNT NOT TO EXCEED: \$20,000,000-----

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PLATTE RIVER INSURANCE COMPANY at a meeting duly called and held on the 8th day of January, 2002.

"RESOLVED, that the President, Executive Vice President, Vice President, Secretary or Treasurer, acting individually or otherwise, be and they hereby are granted the power and authorization to appoint by a Power of Attorney for the purposes only of executing and attesting bonds and undertakings, and other writings obligatory in the nature thereof, one or more resident vice-presidents, assistant secretaries and attorney(s)-in-fact, each appointee to have the powers and duties usual to such offices to the business of this company; the signature of such officers and seal of the Company may be affixed to any such power of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company, and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking or other writing obligatory in the nature thereof to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any of said officers, at any time."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner - Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

IN WITNESS WHEREOF, the PLATTE RIVER INSURANCE COMPANY has caused these presents to be signed by its officer undersigned and its corporate seal to be hereto affixed duly attested, this 3rd day of May, 2017.

Attest:

John E. Rzepinski
John E. Rzepinski
Vice President, Treasurer & CFO

Suzanne M. Broadbent
Suzanne M. Broadbent
Assistant Secretary

STATE OF WISCONSIN } S.S.:
COUNTY OF DANE



PLATTE RIVER INSURANCE COMPANY

Stephen J. Sills
Stephen J. Sills
CEO & President

On the 3rd day of May, 2017 before me personally came Stephen J. Sills, to me known, who being by me duly sworn, did depose and say: that he resides in the County of New York, State of New York; that he is President of PLATTE RIVER INSURANCE COMPANY, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.



STATE OF WISCONSIN } S.S.:
COUNTY OF DANE

David J. Regele
David J. Regele
Notary Public, Dane Co., WI
My Commission Is Permanent

I, the undersigned, duly elected to the office stated below, now the incumbent in PLATTE RIVER INSURANCE COMPANY, a Nebraska Corporation, authorized to make this certificate, DO HEREBY CERTIFY that the foregoing attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at the City of Middleton, State of Wisconsin this 24th day of January, 2020.



Antonio Celii
Antonio Celii
General Counsel, Vice President & Secretary

PLATTE RIVER INSURANCE COMPANY
BALANCE SHEET
December 31, 2018

Admitted Assets

Cash and invested assets:	
Bonds	\$ 112,816,363
Common stocks	22,991,778
Cash, cash equivalents and short-term investments	13,764,981
Receivables for securities	162,842
Total cash and invested assets	<u>149,735,964</u>
Investment income due and accrued	703,148
Uncollected premiums and agents' balances in course of collection	1,140,970
Deferred premiums, agents' balances and installments booked but deferred and not yet due	3,193,705
Amounts recoverable from reinsurers	101,093
Current federal and foreign income tax recoverable and interest thereon	187,238
Net deferred tax asset	661,574
Receivables from parent, subsidiaries and affiliates	135,910
Total admitted assets	<u>\$ 155,859,602</u>

Liabilities and Surplus as Regards Policyholders

Liabilities:	
Losses	\$ 37,401,080
Reinsurance payable on paid losses and loss adjustment expenses	3,607,918
Loss adjustment expenses	7,880,183
Commissions payable, contingent commissions and other similar charges	1,263,078
Other expenses (excluding taxes, licenses and fees)	74,699
Taxes, licenses and fees (excluding federal and foreign income taxes)	236,084
Unearned premiums	22,432,499
Ceded reinsurance premiums payable (net of ceding commissions)	(518,200)
Amounts withheld or retained by company for account of others	33,221,489
Other liabilities	592,318
Total liabilities	<u>106,191,148</u>
Surplus as regards policyholders:	
Common capital stock	4,800,000
Gross paid in and contributed surplus	30,739,907
Unassigned funds (surplus)	14,128,547
Surplus as regards policyholders	<u>49,668,454</u>
Total liabilities and capital and surplus	<u>\$ 155,859,602</u>

I, Stephen J. Sills, CEO and President of Platte River Insurance Company do hereby certify that to the best of my knowledge and belief, the foregoing is a full and true statutory Statement of Admitted Assets and Liabilities, Capital and Surplus of the Operation at December 31, 2018, prepared in conformity with the accounting practices prescribed by the Insurance Department of the State of Nebraska. IN WITNESS WHEREOF, I have set my hand and affixed the seal of the Corporation at Middleton, Wisconsin.

Stephen J. Sills
CEO & President



Platte River Insurance Company
115 Glastonbury Blvd., Glastonbury, CT 06033



CONTINUATION CERTIFICATE

Platte River Insurance Company (hereinafter called the Company) hereby continues in force its Bond No. 41335086 in the sum of Five Hundred Ninety One Thousand----00/100 Dollars (\$591,000.00), on behalf of Blue Diamond Disposal Inc. in favor of Township of Andover for the (extended) term beginning on the 31st day of December, 2018 and ending on the 31st day of December, 2019, subject to all the covenants and conditions of said Bond.

This continuation is executed upon the express condition that the Company's liability under said Bond, and this and all continuations thereof, shall not be cumulative and shall in no event exceed the sum of Five Hundred Ninety One Thousand----00/100 Dollars (\$591,000.00).

IN WITNESS WHEREOF, the Company has caused this instrument to be signed by its officers proper for the purpose and its corporate seal to be hereto affixed this 2/12/19.

Attest

Lisa Pitman

By:

Timothy J. Wagner (Seal)
Timothy J. Wagner, Attorney-in-fact (Title)

PLATTE RIVER INSURANCE COMPANY
POWER OF ATTORNEY

41406496

KNOW ALL MEN BY THESE PRESENTS, That the PLATTE RIVER INSURANCE COMPANY, a corporation of the State of Nebraska, having its principal offices in the City of Middleton, Wisconsin, does make, constitute and appoint

-----TIMOTHY J WAGNER; TED A MCLOUD-----

its true and lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf, as surety, and as its act and deed, any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of

----- ALL WRITTEN INSTRUMENTS IN AN AMOUNT NOT TO EXCEED: \$20,000,000-----

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PLATTE RIVER INSURANCE COMPANY at a meeting duly called and held on the 8th day of January, 2002.

"RESOLVED, that the President, Executive Vice President, Vice President, Secretary or Treasurer, acting individually or otherwise, be and they hereby are granted the power and authorization to appoint by a Power of Attorney for the purposes only of executing and attesting bonds and undertakings, and other writings obligatory in the nature thereof, one or more resident vice-presidents, assistant secretaries and attorney(s)-in-fact, each appointee to have the powers and duties usual to such offices to the business of this company; the signature of such officers and seal of the Company may be affixed to any such power of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company, and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking or other writing obligatory in the nature thereof to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any of said officers, at any time."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner - Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

IN WITNESS WHEREOF, the PLATTE RIVER INSURANCE COMPANY has caused these presents to be signed by its officer undersigned and its corporate seal to be hereto affixed duly attested, this 3rd day of May, 2017.

Attest:

John E. Rzepinski
John E. Rzepinski
Vice President, Treasurer & CFO

Suzanne M. Broadbent
Suzanne M. Broadbent
Assistant Secretary

STATE OF WISCONSIN } S.S.:
COUNTY OF DANE }



PLATTE RIVER INSURANCE COMPANY

Stephen J. Sills
Stephen J. Sills
CEO & President

On the 3rd day of May, 2017 before me personally came Stephen J. Sills, to me known, who being by me duly sworn, did depose and say: that he resides in the County of New York, State of New York; that he is President of PLATTE RIVER INSURANCE COMPANY, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.



STATE OF WISCONSIN } S.S.:
COUNTY OF DANE }

David J. Regele
David J. Regele
Notary Public, Dane Co., WI
My Commission Is Permanent

I, the undersigned, duly elected to the office stated below, now the incumbent in PLATTE RIVER INSURANCE COMPANY, a Nebraska Corporation, authorized to make this certificate, DO HEREBY CERTIFY that the foregoing attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at the City of Middleton, State of Wisconsin this 12th day of February, 20 19.



Antonio Celii
Antonio Celii
General Counsel, Vice President & Secretary

THIS DOCUMENT IS NOT VALID UNLESS PRINTED ON GREEN SHADED BACKGROUND WITH A RED SERIAL NUMBER IN THE UPPER RIGHT HAND CORNER. IF YOU HAVE ANY QUESTIONS CONCERNING THE AUTHENTICITY OF THIS DOCUMENT CALL 800-475-4450. PR-POA (Rev. 10-2017)

PLATTE RIVER INSURANCE COMPANY
BALANCE SHEET
December 31, 2017

Admitted Assets

Cash and invested assets:	
Bonds	\$ 99,858,262
Common stocks	25,382,170
Cash, cash equivalents and short-term investments	18,576,581
Total cash and invested assets	<u>143,817,013</u>
Investment income due and accrued	618,321
Uncollected premiums and agents' balances in course of collection	1,305,927
Deferred premiums, agents' balances and installments booked but deferred and not yet due	3,062,792
Amounts recoverable from reinsurers	1,383
Current federal and foreign income tax recoverable and interest thereon	560,354
Net deferred tax asset	86,390
Receivables from parent, subsidiaries and affiliates	1,331,602
Other admitted assets	15,441
Total admitted assets	<u>\$ 150,799,223</u>

Liabilities and Surplus as Regards Policyholders

Liabilities:	
Losses	\$ 32,577,588
Reinsurance payable on paid losses and loss adjustment expenses	2,306,236
Loss adjustment expenses	7,067,355
Commissions payable, contingent commissions and other similar charges	784,193
Other expenses (excluding taxes, licenses and fees)	96,835
Taxes, licenses and fees (excluding federal and foreign income taxes)	156,912
Unearned premiums	20,010,558
Ceded reinsurance premiums payable (net of ceding commissions)	766,606
Amounts withheld or retained by company for account of others	38,458,953
Other liabilities	299,560
Total liabilities	<u>102,524,796</u>
Surplus as regards policyholders:	
Common capital stock	4,800,000
Gross paid in and contributed surplus	30,739,907
Unassigned funds (surplus)	12,734,520
Surplus as regards policyholders	<u>48,274,427</u>
Total liabilities and capital and surplus	<u>\$ 150,799,223</u>

I, Stephen J. Sills, CEO and President of Platte River Insurance Company do hereby certify that to the best of my knowledge and belief, the foregoing is a full and true statutory Statement of Admitted Assets and Liabilities, Capital and Surplus of the Operation at December 31, 2017, prepared in conformity with the accounting practices prescribed by the Insurance Department of the State of Nebraska. IN WITNESS WHEREOF, I have set my hand and affixed the seal of the Corporation at Middleton, Wisconsin.

Stephen J. Sills
CEO & President



CONTINUATION CERTIFICATE

Platte River Insurance Company (hereinafter called the Company) hereby continues in force its Bond No. 41335086 in the sum of Five Hundred Ninety One Thousand---00/100 Dollars (\$591,000.00), on behalf of Blue Diamond Disposal Inc. in favor of Township of Andover for the (extended) term beginning on the 31 day of December, 2017 and ending on the 31 day of December, 2018, subject to all the covenants and conditions of said Bond.

This continuation is executed upon the express condition that the Company's liability under said Bond, and this and all continuations thereof, shall not be cumulative and shall in no event exceed the sum of Five Hundred Ninety One Thousand---00/100 Dollars (\$591,000.00).

IN WITNESS WHEREOF, the Company has caused this instrument to be signed by its officers proper for the purpose and its corporate seal to be hereto affixed this 12/14/17.

Attest

Lisa Dima

By:

Timothy J. Wagner (Seal)
Timothy J. Wagner, Attorney-in fact (Title)

Platte River Insurance Company

PLATTE RIVER INSURANCE COMPANY
POWER OF ATTORNEY

41385637

KNOW ALL MEN BY THESE PRESENTS, That the **PLATTE RIVER INSURANCE COMPANY**, a corporation of the State of Nebraska, having its principal offices in the City of Middleton, Wisconsin, does make, constitute and appoint

-----TIMOTHY J WAGNER; TED A MCLOUD-----

its true and lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf, as surety, and as its act and deed, any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of

-----ALL WRITTEN INSTRUMENTS IN AN AMOUNT NOT TO EXCEED: \$20,000,000-----

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of **PLATTE RIVER INSURANCE COMPANY** at a meeting duly called and held on the 8th day of January, 2002.

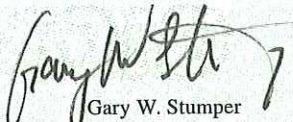
"RESOLVED, that the President, and Vice-President, the Secretary or Treasurer, acting individually or otherwise, be and they hereby are granted the power and authorization to appoint by a Power of Attorney for the purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, one or more vice-presidents, assistant secretaries and attorney(s)-in-fact, each appointee to have the powers and duties usual to such offices to the business of the company; the signature of such officers and the seal of the Corporation may be affixed to such power of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Corporation in the future with respect to any bond or undertaking or other writing obligatory in the nature thereof to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any of said officers, at any time."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner - Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

IN WITNESS WHEREOF, the **PLATTE RIVER INSURANCE COMPANY** has caused these presents to be signed by its officer undersigned and its corporate seal to be hereto affixed duly attested, this 27th day of July, 2015.

Attest:


Gary W. Stumper
President
Surety & Fidelity Operations



PLATTE RIVER INSURANCE COMPANY


Stephen J. Sills
CEO & President

STATE OF WISCONSIN } S.S.:
COUNTY OF DANE

On the 27th day of July, 2015 before me personally came Stephen J. Sills, to me known, who being by me duly sworn, did depose and say: that he resides in the County of New York, State of New York; that he is President of **PLATTE RIVER INSURANCE COMPANY**, the corporation described herein and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.



STATE OF WISCONSIN } S.S.:
COUNTY OF DANE

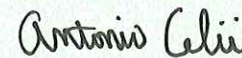
CERTIFICATE


David J. Regele
Notary Public, Dane Co., WI
My Commission Is Permanent

I, the undersigned, duly elected to the office stated below, now the incumbent in **PLATTE RIVER INSURANCE COMPANY**, a Nebraska Corporation, authorized to make this certificate, **DO HEREBY CERTIFY** that the foregoing attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at the City of Middleton, State of Wisconsin this 14 day of December, 2017.




Antonio Celii
Secretary

THIS DOCUMENT IS NOT VALID UNLESS PRINTED ON GREEN SHADED BACKGROUND WITH A RED SERIAL NUMBER IN THE UPPER RIGHT HAND CORNER. IF YOU HAVE ANY QUESTIONS CONCERNING THE AUTHENTICITY OF THIS DOCUMENT CALL, 800-475-4450. PR-POA (Rev. 12-2016)

PLATTE RIVER INSURANCE COMPANY
BALANCE SHEET
December 31, 2016

Admitted Assets

Cash and invested assets:	
Bonds	\$ 89,727,267
Common stocks	25,438,483
Cash, cash equivalents and short-term investments	15,482,760
Total cash and invested assets	<u>130,648,510</u>
Investment income due and accrued	587,413
Uncollected premiums and agents' balances in course of collection	1,285,159
Deferred premiums, agents' balances and installments booked but deferred and not yet due	3,330,263
Amounts recoverable from reinsurers	1,031,136
Net deferred tax asset	1,760,917
Receivables from parent, subsidiaries and affiliates	1,402,491
Other admitted assets	363
Total admitted assets	<u>\$ 140,046,252</u>

Liabilities and Surplus as Regards Policyholders

Liabilities:	
Losses	\$ 28,067,380
Reinsurance payable on paid losses and loss adjustment expenses	1,972,652
Loss adjustment expenses	6,196,051
Commissions payable, contingent commissions and other similar charges	964,972
Other expenses (excluding taxes, licenses and fees)	663,851
Taxes, licenses and fees (excluding federal and foreign income taxes)	130,669
Current federal and foreign income taxes	268,893
Unearned premiums	18,464,847
Ceded reinsurance premiums payable (net of ceding commissions)	1,134,327
Amounts withheld or retained by company for account of others	38,254,562
Provision for reinsurance	21,000
Other liabilities	538,606
Total liabilities	<u>96,677,810</u>
Surplus as regards policyholders:	
Common capital stock	4,800,000
Gross paid in and contributed surplus	30,739,907
Unassigned funds (surplus)	7,828,535
Surplus as regards policyholders	<u>43,368,442</u>
Total liabilities and capital and surplus	<u>\$ 140,046,252</u>

I, Stephen J. Sills, CEO and President of Platte River Insurance Company do hereby certify that to the best of my knowledge and belief, the foregoing is a full and true statutory Statement of Admitted Assets and Liabilities, Capital and Surplus of the Operation at December 31, 2016, prepared in conformity with the accounting practices prescribed by the Insurance Department of the State of Nebraska. IN WITNESS WHEREOF, I have set my hand and affixed the seal of the Corporation at Middleton, Wisconsin.

Stephen J. Sills
CEO & President



PLATTE RIVER INSURANCE COMPANY
Annually Renewable Performance Bond
BOND #41335086

KNOW ALL MEN BY THESE PRESENTS: That Blue Diamond Disposal Inc. (hereinafter called the Principal), and Platte River Insurance Company (hereinafter called the Surety), are held and firmly bound unto Township of Andover (hereinafter called the Obligee) in the full and just sum of Five Hundred Ninety One Thousand---00/100 Dollars (\$591,000.00), the payment of which sum, well and truly to be made, the said Principal and Surety bind themselves, and each of their heirs, administrators, executors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has by written agreement dated the 2nd day of November, 2015 entered into a Contract with the Obligee for Solid Waste and Recycling Collection Service for a period of 5 years which contract is hereby referred to and made a part hereof.

WHEREAS, the Obligee has agreed to accept a bond guaranteeing the performance of said contract for a period of one year.

NOW, THEREFORE, THE CONDITIONS OF THE ABOVE OBLIGATION IS SUCH, that if the Principal shall well and truly perform each and every obligation in said Contract at the time and in the manner specified during the term of this bond, and shall reimburse said Obligee for any loss which said Obligee may sustain by reason of failure or default on the part of said Principal, than this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED, HOWEVER, That this bond is subject to the following conditions:

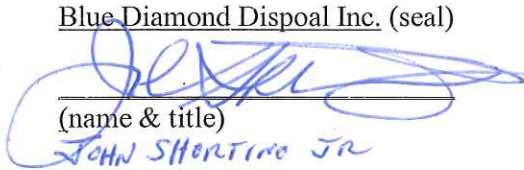
1. This bond is for the term beginning 01/01/2016 and ending 12/31/2016. The bond may be extended for additional terms at the option of the Surety, by continuation certificate executed by the Surety. Neither non-renewal by the Surety, nor failure, nor inability of the Principal to file a replacement bond shall constitute a loss to the Obligee recoverable under this bond.
2. In the event of a default by the Principal, Obligee shall deliver to Surety by certified mail, a written statement of the facts of such defaults within thirty (30) days of the occurrence. In the event of default, the Surety will have the right and opportunity, at its sole discretion, to: a) cure the default; b) assume the remainder of the Contract and to perform or sublet same; c) or to tender to the Obligee funds sufficient to pay the cost of completion less the balance of the Contract price up to an amount not to exceed the penal sum of the bond. In no event shall the Surety be liable for fines, penalties, liquidated damages, or forfeitures assessed against the Principal.
3. No claim, action, suit or proceeding, except as hereinafter set forth, shall be had or maintained against the Surety on this instrument unless same be brought or instituted upon the Surety within one year from termination or expiration of the bond term.
4. No right of action shall accrue on this bond to or for the use of any person or corporation other than the Obligee named herein or the heirs, executors, administrator or successors of Obligee.

5. The aggregate liability of the Surety is limited to the penal sum stated herein regardless of the number or amount of claims brought against this bond and regardless of the number of years this bond remains in force.
6. If any conflict or inconsistency exists between the Surety's obligations or undertakings as described in this bond and as described in the underlying document, then the terms of this bond shall prevail.
7. This bond shall not bind the Surety unless the bond is accepted by the Obligee. The acknowledgement and acceptance of this bond is demonstrated by signing where indicated below. If this obligation is not accepted by way of signature of the Obligee below, this bond shall be deemed null and void.

Signed and sealed this 6th day of November, 2015.

PRINCIPAL:

Blue Diamond Disposal Inc. (seal)


(name & title)

JOHN SHORTINO JR
PRESIDENT

SURETY:

PLATTE RIVER INSURANCE COMPANY (seal)


Timothy J. Wagner, Attorney-in-Fact

THE ABOVE TERMS AND CONDITIONS OF THIS BOND HAVE BEEN REVIEWED AND ACCEPTED BY THE OBLIGEE.

ACKNOWLEDGED AND ACCEPTED BY OBLIGEE:

BY: _____
PRINTED NAME/TITLE: _____
DATE: _____

PLEASE RETURN A COPY OF ACCEPTED BOND TO:

NEW JERSEY SURETY DISCLOSURE STATEMENT AND CERTIFICATION
(pursuant to N.J.S.A. 2A: 44-143)

Platte River Insurance Company surety on the attached bond, hereby certifies the following:

1. The surety meets the applicable capital and surplus requirements of R.S. 17:17-6 or R.S. 17:17-7 as of the surety's most current annual filing with the New Jersey Department of Insurance.
2. The capital and surplus, as determined in accordance with the applicable laws of New Jersey, of the surety participating in the issuance of the attached bond is in the following amounts as of the calendar year ended December 31, 2014:

Surety Company
Platte River Insurance Company

Capital and Surplus
\$41,539,723

which amounts have been certified as indicated by the certified public accountants, KPMG, 303 East Wacker Dr., Chicago, IL 60601, and are included in the Annual Statements on file with the New Jersey Department of Insurance, 20 West State Street, CN-325, Trenton, NJ 08625-0325.

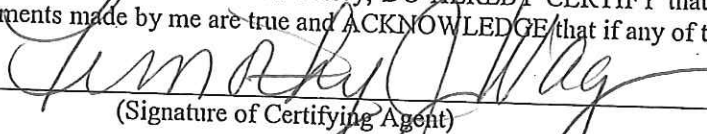
3. Platte River Insurance Company has a current rating from A.M. Best Company of A (Excellent).
4. Platte River Insurance Company has received from the United States Secretary of the Treasury a Certificate of Authority pursuant to 31 U.S.C. §9305, the underwriting limitation per bond established therein on July 1, 2014 is \$4,130,000.
5. The amount of the bond to which this statement and certification is attached is

\$ 591,000.00

Certificate

I Timothy J. Wagner as Attorney-In-Fact for Capitol Indemnity Corporation
(Name of Agent)

a corporation admitted in New Jersey, DO HEREBY CERTIFY that, to the best of my knowledge, the foregoing statements made by me are true and ACKNOWLEDGE that if any of those statements are false, this bond is VOID.


(Signature of Certifying Agent)

Timothy J. Wagner
(Printed Name of Certifying Agent)

Attorney-In-Fact
(Title of Certifying Agent)

11/6/15

(Date)

PLATTE RIVER INSURANCE COMPANY
POWER OF ATTORNEY

41335086

KNOW ALL MEN BY THESE PRESENTS, That the PLATTE RIVER INSURANCE COMPANY, a corporation of the State of Nebraska, having its principal offices in the City of Middleton, Wisconsin, does make, constitute and appoint

-----TIMOTHY J WAGNER; TED A MCLLOUD-----

its true and lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf, as surety, and as its act and deed, any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of

-----ALL WRITTEN INSTRUMENTS IN AN AMOUNT NOTTO EXCEED: \$20,000,000-----

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PLATTE RIVER INSURANCE COMPANY at a meeting duly called and held on the 8th day of January, 2002.

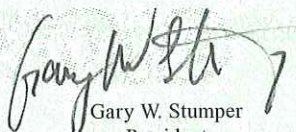
"RESOLVED, that the President, and Vice-President, the Secretary or Treasurer, acting individually or otherwise, be and they hereby are granted the power and authorization to appoint by a Power of Attorney for the purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, one or more vice-presidents, assistant secretaries and attorney(s)-in-fact, each appointee to have the powers and duties usual to such offices to the business of the company; the signature of such officers and the seal of the Corporation may be affixed to such power of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Corporation in the future with respect to any bond or undertaking or other writing obligatory in the nature thereof to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any of said officers, at any time."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner - Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

IN WITNESS WHEREOF, the PLATTE RIVER INSURANCE COMPANY has caused these presents to be signed by its officer undersigned and its corporate seal to be hereto affixed duly attested, this 8th day of February, 2015.

Attest:


Gary W. Stumper
President
Surety & Fidelity Operations



PLATTE RIVER INSURANCE COMPANY


Stephen J. Sills
CEO & President

STATE OF WISCONSIN } S.S.:
COUNTY OF DANE

On the 8th day of February, 2015 before me personally came Stephen J. Stills, to me known, who being by me duly sworn, did depose and say: that he resides in the County of New York, State of New York; that he is President of PLATTE RIVER INSURANCE COMPANY, the corporation described herein and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.



CERTIFICATE

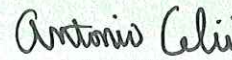

Daniel W. Krueger
Notary Public, Dane Co., WI
My Commission Is Permanent

STATE OF WISCONSIN } S.S.:
COUNTY OF DANE

I, the undersigned, duly elected to the office stated below, now the incumbent in PLATTE RIVER INSURANCE COMPANY, a Nebraska Corporation, authorized to make this certificate, DO HEREBY CERTIFY that the foregoing attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at the City of Middleton, State of Wisconsin this 6th day of November, 2015.




Antonio Celii
Secretary

THIS DOCUMENT IS NOT VALID UNLESS PRINTED ON GREEN SHADED BACKGROUND WITH A RED SERIAL NUMBER IN THE UPPER RIGHT HAND CORNER. IF YOU HAVE ANY QUESTIONS CONCERNING THE AUTHENTICITY OF THIS DOCUMENT CALL, 800-475-4450. PR-POA (Rev. 02-2015)



State of New Jersey
DEPARTMENT OF BANKING AND INSURANCE

CERTIFICATE OF AUTHORITY

DATE: APRIL 15, 2015

NAIC COMPANY CODE: 18619

THIS IS TO CERTIFY THAT THE PLATTE RIVER INSURANCE COMPANY OF OMAHA, NEBRASKA, HAVING COMPLIED WITH THE LAWS OF THE STATE OF NEW JERSEY, AND ANY SUPPLEMENTS OR AMENDMENTS THERETO WITH RESPECT TO THE TRANSACTION OF THE BUSINESS OF INSURANCE, IS LICENSED TO TRANSACT IN THIS STATE UNTIL THE FIRST DAY OF MAY, 2016, THE LINES OF INSURANCE SPECIFICALLY DESIGNATED BELOW:

- 01 - FIRE AND ALLIED LINES
- 02 - EARTHQUAKE
- 03 - GROWING CROPS
- 04 - OCEAN MARINE
- 05 - INLAND MARINE
- 06 - WORKERS COMPENSATION AND EMPLOYERS LIABILITY
- 07 - AUTOMOBILE LIABILITY BODILY INJURY
- 08 - AUTOMOBILE LIABILITY PROPERTY DAMAGE
- 09 - AUTOMOBILE PHYSICAL DAMAGE
- 10 - AIRCRAFT PHYSICAL DAMAGE
- 11 - OTHER LIABILITY
- 12 - BOILER AND MACHINERY
- 13 - FIDELITY AND SURETY
- 14 - CREDIT
- 15 - BURGLARY AND THEFT
- 16 - GLASS
- 17 - SPRINKLER LEAKAGE AND WATER DAMAGE
- 18 - LIVESTOCK
- 19 - SMOKE OR SMUDGE
- 20 - PHYSICAL LOSS TO BUILDINGS
- 26 - ACCIDENT AND HEALTH



KENNETH E. KOBYSLOWSKI

COMMISSIONER

PLATTE RIVER INSURANCE COMPANY
BALANCE SHEET
December 31, 2014

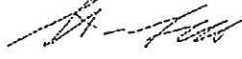
Admitted Assets

Cash and invested assets:	
Bonds	\$85,068,858
Common stocks	23,496,342
Cash, cash equivalents and short-term investments	8,673,559
Receivables for securities	192,000
Total cash and invested assets	<u>117,430,759</u>
Investment income due and accrued	476,387
Uncollected premiums and agents' balances in course of collection	1,309,435
Deferred premiums, agents' balances and installments booked but deferred and not yet due	2,752,637
Amounts recoverable from reinsurers	9,771
Current federal and foreign income tax recoverable and interest thereon	33,052
Net deferred tax asset	945,328
Receivables from parent, subsidiaries and affiliates	1,573,023
Other admitted assets	10,760
Total admitted assets	<u>\$124,541,152</u>

Liabilities and Surplus as Regards Policyholders

Liabilities:	
Losses	\$23,579,128
Reinsurance payable on paid losses and loss adjustment expenses	3,826,932
Loss adjustment expenses	4,110,943
Commissions payable, contingent commissions and other similar charges	801,963
Other expenses (excluding taxes, licenses and fees)	166,769
Taxes, licenses and fees (excluding federal and foreign income taxes)	246,891
Unearned premiums	14,251,245
Ceded reinsurance premiums payable (net of ceding commissions)	2,963,064
Amounts withheld or retained by company for account of others	32,541,514
Other liabilities	512,980
Total liabilities	<u>83,001,429</u>
Surplus as regards policyholders:	
Common capital stock	4,800,000
Gross paid in and contributed surplus	30,739,907
Unassigned funds (surplus)	5,999,816
Surplus as regards policyholders	<u>41,539,723</u>
Total liabilities and capital and surplus	<u>\$124,541,152</u>

I, Stephen J. Sills, CEO and President of Platte River Insurance Company do hereby certify that to the best of my knowledge and belief, the foregoing is a full and true statutory Statement of Admitted Assets and Liabilities, Capital and Surplus of the Operation at December 31, 2014, prepared in conformity with the accounting practices prescribed by the Insurance Department of the State of Nebraska. IN WITNESS WHEREOF, I have set my hand and affixed the seal of the Corporation at Middleton, Wisconsin.


Stephen J. Sills
CEO & President



BID BOND

Bond Number 41312145

KNOW ALL PERSONS BY THESE PRESENTS,

That we, Blue Diamond Disposal, Inc. (hereinafter called the "Principal"), as Principal, and the Platte River Insurance Company of Madison, Wisconsin a corporation duly organized under the laws of the State of Nebraska (hereinafter called the "Surety"), as Surety, are held and firmly bound unto Township of Andover (hereinafter called the "Obligee"), in the sum of 10% of the bid NTE \$20,000.00 (\$____), for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for Solid Waste and Recycling Services.

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

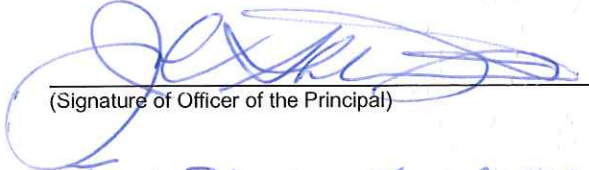
Signed and sealed this 15th day of July, 2015.

This bond automatically expires ninety (90) days from the original bid date.

Blue Diamond Disposal, Inc.

(Print Name of Principal)

(Seal)


(Signature of Officer of the Principal)

JOHN SHORTINO, JR. PRESIDENT
(Print Name of Officer of the Principal and Title)

Timothy Shortino
(Witness)

TIMOTHY SHORTINO

Platte River Insurance Company

Timothy J. Wagner
(Signature of Attorney-in-Fact) (Seal)

Timothy J. Wagner
(Print Name of Attorney-in-Fact and title)

Cheryl Pinho
(Witness)

CONSENT OF SURETY

The Platte River Insurance Company as Surety, a Corporation organized and existing under the laws of the State of Nebraska and licensed to do business in the State of New Jersey hereby consents and agrees that if the accompanying proposal of **Blue Diamond Disposal, Inc.**

To Township of Andover

For Solid Waste and Recycling Services

be accepted and contract awarded, the said Platte River Insurance Company will become bound as Surety and will execute standard performance and payment bonds in the amount called for by **Township of Andover** conditioned for the proper and faithful fulfillment of said contract.

Platte River Insurance Company

By: Timothy J. Wagner
Timothy J. Wagner Attorney-In-Fact

NEW JERSEY SURETY DISCLOSURE STATEMENT AND CERTIFICATION
(pursuant to N.J.S.A. 2A: 44-143)

Platte River Insurance Company surety on the attached bond, hereby certifies the following:

1. The surety meets the applicable capital and surplus requirements of R.S. 17:17-6 or R.S. 17:17-7 as of the surety's most current annual filing with the New Jersey Department of Insurance.
2. The capital and surplus, as determined in accordance with the applicable laws of New Jersey, of the surety participating in the issuance of the attached bond is in the following amounts as of the calendar year ended December 31, 2014:

Surety Company
Platte River Insurance Company

Capital and Surplus
\$41,539,723

which amounts have been certified as indicated by the certified public accountants, KPMG, 303 East Wacker Dr., Chicago, IL 60601, and are included in the Annual Statements on file with the New Jersey Department of Insurance, 20 West State Street, CN-325, Trenton, NJ 08625-0325.

3. Platte River Insurance Company has a current rating from A.M. Best Company of A (Excellent).
4. Platte River Insurance Company has received from the United States Secretary of the Treasury a Certificate of Authority pursuant to 31 U.S.C. §9305, the underwriting limitation per bond established therein on July 1, 2014 is \$4,130,000.
5. The amount of the bond to which this statement and certification is attached is

\$ Ten percent of the total amount bid.

Certificate

I **Timothy J. Wagner** as Attorney-In-Fact for Capitol Indemnity Corporation
(Name of Agent)

a corporation admitted in New Jersey, DO HEREBY CERTIFY that, to the best of my knowledge, the foregoing statements made by me are true and ACKNOWLEDGE that if any of those statements are false, this bond is VOID.

Timothy J. Wagner
(Signature of Certifying Agent)

Timothy J. Wagner
(Printed Name of Certifying Agent)

Attorney-In-Fact
(Title of Certifying Agent)

07/15/15
(Date)

PLATTE RIVER INSURANCE COMPANY
POWER OF ATTORNEY

41312145

KNOW ALL MEN BY THESE PRESENTS, That the PLATTE RIVER INSURANCE COMPANY, a corporation of the State of Nebraska, having its principal offices in the City of Middleton, Wisconsin, does make, constitute and appoint

-----TIMOTHY J WAGNER-----

its true and lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf, as surety, and as its act and deed, any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of

-----ALL WRITTEN INSTRUMENTS IN AN AMOUNT NOT TO EXCEED\$20,000,000-----

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PLATTE RIVER INSURANCE COMPANY at a meeting duly called and held on the 8th day of January, 2002.

"RESOLVED, that the President, and Vice-President, the Secretary or Treasurer, acting individually or otherwise, be and they hereby are granted the power and authorization to appoint by a Power of Attorney for the purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, one or more vice-presidents, assistant secretaries and attorney(s)-in-fact, each appointee to have the powers and duties usual to such offices to the business of the company; the signature of such officers and the seal of the Corporation may be affixed to such power of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Corporation in the future with respect to any bond or undertaking or other writing obligatory in the nature thereof to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any of said officers, at any time."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner - Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

IN WITNESS WHEREOF, the PLATTE RIVER INSURANCE COMPANY has caused these presents to be signed by its officer undersigned and its corporate seal to be hereto affixed duly attested, this 8th day of January, 2014.

Attest:

Richard W. Allen III

Richard W. Allen III
President
Surety & Fidelity Operations



PLATTE RIVER INSURANCE COMPANY

Stephen J. Sills

Stephen J. Sills
CEO & President

STATE OF WISCONSIN } S.S.:
COUNTY OF DANE

On the 8th day of January, 2014 before me personally came Stephen J. Stills, to me known, who being by me duly sworn, did depose and say: that he resides in the County of New York, State of New York; that he is President of PLATTE RIVER INSURANCE COMPANY, the corporation described herein and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.



CERTIFICATE

Daniel W. Krueger

Daniel W. Krueger
Notary Public, Dane Co., WI
My Commission Is Permanent

STATE OF WISCONSIN } S.S.:
COUNTY OF DANE

I, the undersigned, duly elected to the office stated below, now the incumbent in PLATTE RIVER INSURANCE COMPANY, a Nebraska Corporation, authorized to make this certificate, **DO HEREBY CERTIFY** that the foregoing attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at the City of Middleton, State of Wisconsin this 15th day of July, 2015.



Alan S. Ogilvie

Alan S. Ogilvie
Secretary



State of New Jersey
DEPARTMENT OF BANKING AND INSURANCE

CERTIFICATE OF AUTHORITY

DATE: APRIL 15, 2015

NAIC COMPANY CODE: 18619

THIS IS TO CERTIFY THAT THE PLATTE RIVER INSURANCE COMPANY OF OMAHA, NEBRASKA, HAVING COMPLIED WITH THE LAWS OF THE STATE OF NEW JERSEY, AND ANY SUPPLEMENTS OR AMENDMENTS THERETO WITH RESPECT TO THE TRANSACTION OF THE BUSINESS OF INSURANCE, IS LICENSED TO TRANSACT IN THIS STATE UNTIL THE FIRST DAY OF MAY, 2016, THE LINES OF INSURANCE SPECIFICALLY DESIGNATED BELOW:

- 01 - FIRE AND ALLIED LINES
- 02 - EARTHQUAKE
- 03 - GROWING CROPS
- 04 - OCEAN MARINE
- 05 - INLAND MARINE
- 06 - WORKERS COMPENSATION AND EMPLOYERS LIABILITY
- 07 - AUTOMOBILE LIABILITY BODILY INJURY
- 08 - AUTOMOBILE LIABILITY PROPERTY DAMAGE
- 09 - AUTOMOBILE PHYSICAL DAMAGE
- 10 - AIRCRAFT PHYSICAL DAMAGE
- 11 - OTHER LIABILITY
- 12 - BOILER AND MACHINERY
- 13 - FIDELITY AND SURETY
- 14 - CREDIT
- 15 - BURGLARY AND THEFT
- 16 - GLASS
- 17 - SPRINKLER LEAKAGE AND WATER DAMAGE
- 18 - LIVESTOCK
- 19 - SMOKE OR SMUDGE
- 20 - PHYSICAL LOSS TO BUILDINGS
- 26 - ACCIDENT AND HEALTH



KENNETH E. KOBYLowski
COMMISSIONER

PLATTE RIVER INSURANCE COMPANY
BALANCE SHEET
December 31, 2014

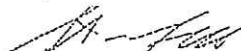
Admitted Assets

Cash and invested assets:	
Bonds	\$85,068,858
Common stocks	23,496,342
Cash, cash equivalents and short-term investments	8,673,559
Receivables for securities	192,000
Total cash and invested assets	<u>117,430,759</u>
Investment income due and accrued	476,387
Uncollected premiums and agents' balances in course of collection	1,309,435
Deferred premiums, agents' balances and installments booked but deferred and not yet due	2,752,637
Amounts recoverable from reinsurers	9,771
Current federal and foreign income tax recoverable and interest thereon	33,052
Net deferred tax asset	945,328
Receivables from parent, subsidiaries and affiliates	1,573,023
Other admitted assets	10,760
Total admitted assets	<u>\$124,541,152</u>

Liabilities and Surplus as Regards Policyholders

Liabilities:	
Losses	\$23,579,128
Reinsurance payable on paid losses and loss adjustment expenses	3,826,932
Loss adjustment expenses	4,110,943
Commissions payable, contingent commissions and other similar charges	801,963
Other expenses (excluding taxes, licenses and fees)	166,769
Taxes, licenses and fees (excluding federal and foreign income taxes)	246,891
Unearned premiums	14,251,245
Ceded reinsurance premiums payable (net of ceding commissions)	2,963,064
Amounts withheld or retained by company for account of others	32,541,514
Other liabilities	512,980
Total liabilities	<u>83,001,429</u>
Surplus as regards policyholders:	
Common capital stock	4,800,000
Gross paid in and contributed surplus	30,739,907
Unassigned funds (surplus)	5,999,816
Surplus as regards policyholders	<u>41,539,723</u>
Total liabilities and capital and surplus	<u>\$124,541,152</u>

I, Stephen J. Sills, CEO and President of Platte River Insurance Company do hereby certify that to the best of my knowledge and belief, the foregoing is a full and true statutory Statement of Admitted Assets and Liabilities, Capital and Surplus of the Operation at December 31, 2014, prepared in conformity with the accounting practices prescribed by the Insurance Department of the State of Nebraska. IN WITNESS WHEREOF, I have set my hand and affixed the seal of the Corporation at Middleton, Wisconsin.



Stephen J. Sills
CEO & President

