

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

RESOLUTION #R2020-119

A RESOLUTION OF THE TOWNSHIP COMMITTEE OF THE TOWNSHIP OF ANDOVER, COUNTY OF SUSSEX AND STATE OF NEW JERSEY AUTHORIZING THE AWARD OF A CONTRACT FOR SOLID WASTE AND RECYCLING COLLECTION TO BLUE DIAMOND DISPOSAL INC.

WHEREAS, pursuant to authorization by the Mayor and Township Committee of the Township of Andover, the Township received sealed competitive bids for solid waste and recycling collection; and

WHEREAS, one (1) sealed bid was received and opened on September 16, 2020, in accordance with the bid specifications:

Option 1(A) – three (3) year term	\$2,160,000.00
Option 1(B) – five (5) year term	\$3,510,000.00
Option 2(A) – three (3) year term	\$2,340,000.00
Option 2(B) – five (5) year term	\$3,810,000.00
Option 3(A) – three-year term	\$2,214,000.00
Option 3(B) – five (5) year term	\$3,600,000.00
Option 4(A) – three (3) year term	\$2,394,000.00
Option 4(B) – five (5) year term	\$3,900,000.00

; and

WHEREAS, said bid has been duly reviewed and analyzed by the Andover Township Attorney and Township DPW Director; and

WHEREAS, the Local Public Contracts Law requires that competitive bidding contracts be awarded to the lowest, responsible, responsive bidder; and

WHEREAS, the bid received from Blue Diamond Disposal Inc., for Option 1(B) – five (5) year term:

Type 10 materials shall be collected one (1) day per week year-round from all residents including Rolling Hills Condominiums, Ascot Apartments, and Municipal Facilities.

Recyclable materials - weekly pickup/alternating commodities. Fiber (magazines, newspapers, cardboard and junkmail) twice per month; commingled (plastic, tin, aluminum, glass) shall be collected twice per month year-round from all residences.

Recyclable materials including office paper and junk mail shall be collected once per week year-round from Rolling Hills Condominiums, Ascot Apartments and Municipal Facilities.

Bulky waste Type 13, other than building materials, tires and hazardous materials, shall be collected weekly (as generated) with regular trash pickup with a weight limit of 350 pounds.

Freon which has been removed from refrigerators, freezers, air conditioners (any appliance with Freon) will be pickup once per month by appointment through the town.

has been found to be in proper form and in compliance with the provisions of N.J.S.A. §40A:11-23.5 and the specifications as written; and

WHEREAS, the Chief Financial Officer has certified that sufficient funds are available for this service.

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

1. The Township Committee hereby awards a contract to Blue Diamond Disposal Inc., 5 Brandywine Court, PO Box 267, Succasunna, New Jersey 07876 for solid waste and recycling collection in accordance with the bid specifications for Option 1(B) in the amount of \$3,510,000 per year for five (5) years.

2. The Mayor and Township Clerk are hereby authorized and directed to execute a contract with Blue Diamond Disposal Inc. in accordance with its bid for performing solid waste and recycling collection for the Township of Andover.

3. The Township's Chief Financial Officer has certified the availability of funds for this contract.

4. This resolution and contract shall be available for public inspection in the office of the Township Clerk.

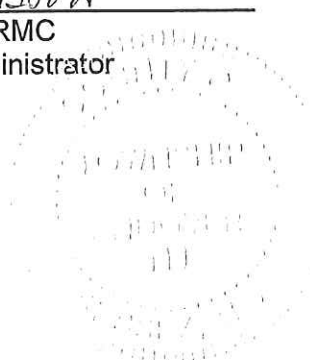
This Resolution will take effect immediately.

CERTIFICATION

I, Patricia L. Bussow, Municipal Clerk of the Township of Andover, in the County of Sussex in the State of New Jersey, do hereby certify that the foregoing Resolution is a true copy of the Original Resolution duly passed and adopted by a majority of the full membership of the Andover Township Committee at its meeting on November 5, 2020.



Patricia L. Bussow, RMC
Municipal Clerk/Administrator



CONTRACT

Township of Andover
134 Newton Sparta Road
Newton, New Jersey 07860

THIS AGREEMENT, made this 5th day of November, 2020, BETWEEN **BLUE DIAMOND DISPOSAL** (hereinafter referred to as the Contractor); and **THE TOWNSHIP OF ANDOVER**, a Municipal Corporation of the state of New Jersey (hereinafter referred to as the Municipality);

In consideration of the agreements herein contained, to be performed by the parties hereto, and of the payments hereinafter agreed to be made, it is mutually agreed as follows:

1. The Contractor will commence the provision of garbage collection and disposal services in accordance with Proposal No.1(B) for a term of Five year(s), as awarded by Resolution of the Township of Andover Township Committee.
2. The Contractor will furnish all of the materials, supplies, tools, equipment, labor and all things necessary for the furnishing of the services described herein. The Contractor will furnish the services in an expeditious, substantial and workmanlike manner, to the satisfaction of the Owner, and in compliance with the Specifications.
3. The Contractor agrees to perform all of the work described in the Contract Documents and agrees to comply with all the terms and conditions therein for the price submitted by him in his proposal and as adopted by the Township Committee of the Township of Andover herein. Said price shall be full compensation for the furnishing of the services and for all losses and damages arising out of the nature of the work or from any unforeseen difficulty encountered in the prosecution of the work and for all risks of any kind connected with the work and for all expenses incurred by or in consequences of the work.
4. The term "Contract Documents" means and will consist of the Notice to Bidders, Instruction to Bidders, Proposal, Bid Bond, Form of Contract, Performance Bond and any Addenda. The Contract Documents are hereby made part of this Contract as though they were physically attached hereto and by execution of this Contract the Contractor acknowledges that he has examined and is familiar with the contents of the said Contract Documents.
5. The Municipality will make payment to the Contractor in the manner and at such times as are set forth in the Contract Documents and in such amounts as required by the Contract Documents.

6. This Contract shall be binding upon all parties hereto and their respective heirs, assigns, executors, administrators and successors.

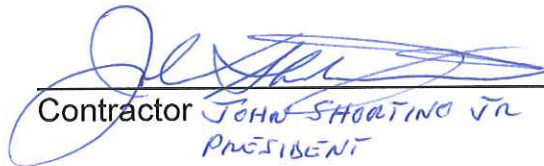
7. This Contract may not be assigned by the Contractor without the prior written consent of the Municipality.

8. The Contractor herein represents that neither the Contractor nor any person owning five percent (5%) or more of the stock or equity interest in the Contractor's business has been convicted of an offense under N.J.S.A. 2C:27-2, 2C:27-6, 2C:27-7, or 2C:29-4 subsequent to September 13, 1977. This representation is made pursuant to P.L. 1977, c.214.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the day and year first above written.

Signed, sealed and delivered in the presence of:


Witness KIMBERLY DIEBMACH
(if corporation: Secretary sign and seal)


Contractor JOHN SHORTINO JR
PRESIDENT

ATTEST:


Patricia L. Bussow, RMC
Municipal Clerk/Administrator

TOWNSHIP OF ANDOVER


Michael Lesnak
Mayor



7.3 VEHICLE DEDICATION AFFIDAVIT

VEHICLE DEDICATION AFFIDAVIT

STATE OF NEW JERSEY }

COUNTY OF SUSSEX }

SS: COLLECTION AND DISPOSAL
OF RECYCLABLE MATERIALS AND
BULK SOLID WASTE (TYPE 13)

I, JOHN SHONTINO JR, am the PRESIDENT of
[Name] [Title]

BLUE DIAMOND DISPOSAL, INC, and being duly sworn, I depose and say:

All statements contained in this affidavit are true and correct and made with full knowledge that the State of New Jersey and the Township Council of the Township of Andover, County of Sussex, rely upon the truth of the statements contained in this affidavit and in said Bid Proposal in signing the contract for the said project.

At all times during the performance of the collection contract, I agree to commit, for use only in the Township of Andover, the number of collection vehicles reasonably calculated to ensure safe, adequate and proper service. I further warrant that in the event that dedication of vehicles for use only in the Township of Andover is not feasible, that the Township of Andover will not be responsible for disposal costs for waste generated outside the Township of Andover.

I also understand and agree that failure to comply with the representations contained herein shall be cause for breach of contract and will entitle the Township of Andover to damages arising therefrom.

BLUE DIAMOND DISPOSAL, INC
Name of Firm or Individual

PRESIDENT
Title

[Signature]
Signature JOHN SHONTINO JR

DEC. 8, 2020
Date

Subscribed and sworn to me before this
8 day of Dec, 2020.

[Signature]
Notary Public of

My Commission expires _____, 20__.

SUSAN S. KOCH
NOTARY PUBLIC
STATE OF NEW JERSEY
My Commission Expires Oct. 11, 2021

PLATTE RIVER INSURANCE COMPANY
Annually Renewable Performance Bond
BOND #PR2719588

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 \$Seven Hundred and Two Thousand 00/xx Dollars (\$702,000.00), 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 24th day of November, 2020 entered into a Contract with the Obligee for Solid Waste & Recycling Services 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 1/1/2021 and ending 1/1/2022. 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.

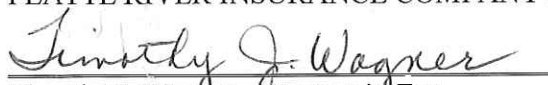
Signed and sealed this 2nd day of December, 202020.

PRINCIPAL:

 (seal)
JEAN SHORTINO JR. PRESIDENT
(name & title)

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:

LABOR AND MATERIAL PAYMENT BOND

Bond Number PR2719588

KNOW ALL PERSONS BY THESE PRESENTS,

That Blue Diamond Disposal as Principal, (hereinafter called the Principal), and Platte River Insurance Company as Surety, (hereinafter called Surety), are held and firmly bound unto Township of Andover as Obligee, (hereinafter called the Owner), for the use and benefit of claimants as herein below defined, in the amount of Seven Hundred and Two Thousand Dollars (\$702,000.00), for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has by written agreement dated November 24th, 2020 entered into a contract with Owner for Solid Waste & Recycling Services in accordance with drawings and specifications prepared by Patricia L. Bussow, RMC which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the Principal shall promptly make payment to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise it shall remain in full force and effect, subject, however, to the conditions outlined on the reverse side of this bond:

Signed and sealed this 2nd day of December, 2020.

Timothy Shortino
(Witness) TIMOTHY SHORTINO
(Print Name of Officer of the Principal and Title)
VICE PRESIDENT

JOHN SHORTINO JR
(Print Name of Principal) (Seal)
[Signature]
(Signature of Officer of the Principal)
PRESIDENT

Angela M. Spina
(Witness)

Platte River Insurance Company
Timothy J. Wagner
(Signature of Attorney-in-Fact) (Seal)
Timothy J. Wagner
(Print Name of Attorney-in-Fact and title)

SEE **CONDITIONS** ON PAGE TWO WHICH MUST BE
ATTACHED OR ON THE REVERSE OF THIS DOCUMENT

CONDITIONS

1. A claimant is defined as one having a direct contract with the Principal or with a Subcontractor of the Principal for labor, material, or both, used or reasonably required for use in the performance of the Contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.
2. The Principal named herein and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, materials were furnished by such claimant may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The Owner shall not be liable for the payment of any costs or expenses of any such suit.
3. No suit or action shall be commenced hereunder by any claimant.
 - (a) Unless claimant, other than one having a direct contract with the Principal, shall have given written notice to any two of the following: The Principal, the Owner, or the Surety herein named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Principal, Owner or Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.
 - (b) After the expiration of one (1) year following the date on which Principal ceased work on said Contract, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.
 - (c) Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the project, or any part thereof, is situated, or in the United States District Court for the district in which the project, or any part thereof, is situated, and not elsewhere.
4. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics' liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against this bond.

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 Banking & 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, 2019:

<u>Surety Company</u>	<u>Capital and Surplus</u>
Platte River Insurance Company	\$51,824,634

which amounts have been certified as indicated by the certified public accountants, Ernst & Young LLP, 155 N. Upper Wacker Drive, Chicago, IL 60606, and are included in the Annual Statements on file with the New Jersey Department of Banking & Insurance, 20 West State Street, PO Box 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, 2019 is \$4,967,000.

5. The amount of the bond to which this statement and certification is attached is

\$702,000.00

Certificate

I Timothy J. Wagner as Attorney-In-Fact for Platte River Insurance Company
(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)

12/2/2020
(Date)

**PLATTE RIVER INSURANCE COMPANY
POWER OF ATTORNEY**

PR2719588

Bond Number

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.

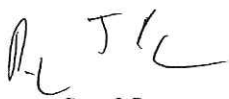
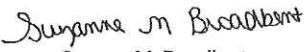
"RESOLVED, that the President, Executive Vice President, Vice President, Secretary or Treasurer, acting individually or otherwise, be and they hereby are granted the power and authorization to appoint by a Power of Attorney for the purposes only of executing and attesting bonds and undertakings, and 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 1st day of January, 2020.

Attest:


Ryan J. Byrnes
Senior Vice President,
Chief Financial Officer and Treasurer

Suzanne M. Broadbent
Assistant Secretary



PLATTE RIVER INSURANCE COMPANY


John L. Sennott, Jr.
Chief Executive Officer and President

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

On the 1st day of January, 2020 before me personally came John L. Sennott, Jr., to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is Chief Executive Officer and 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.




David J. Regele
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 2nd day of December, 2020




Andrew B. Diaz-Matos
Senior Vice President, General Counsel and Secretary

THIS DOCUMENT HAS BEEN GENERATED FOR A SPECIFIC BOND. IF YOU HAVE ANY QUESTIONS CONCERNING THE AUTHENTICITY OF THIS DOCUMENT CALL 800-475-4450.

PR-ePOA-M (Rev. 01-2020)



State of New Jersey
DEPARTMENT OF BANKING AND INSURANCE

CERTIFICATE OF AUTHORITY

Date: May 01, 2019

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 1st DAY OF May, 2020, 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



MARLENE CARIDE
COMMISSIONER OF
BANKING AND INSURANCE

PLATTE RIVER INSURANCE COMPANY
BALANCE SHEET
June 30, 2020

Admitted Assets

Cash and invested assets:	
Bonds	\$ 154,161,746
Common stocks	1,918,663
Cash, cash equivalents and short-term investments	22,274,487
Receivables for securities	420,153
Total cash and invested assets	<u>178,775,049</u>
Investment income due and accrued	893,129
Uncollected premiums and agents' balances in course of collection	4,010,500
Deferred premiums, agents' balances and installments booked but deferred and not yet due	193,199
Current federal and foreign income tax recoverable and interest thereon	14,172
Net deferred tax asset	<u>2,358,055</u>
Total admitted assets	<u>\$ 186,244,104</u>

Liabilities and Surplus as Regards Policyholders

Liabilities:	
Losses	\$ 51,993,893
Reinsurance payable on paid losses and loss adjustment expenses	1,618,724
Loss adjustment expenses	10,840,261
Commissions payable, contingent commissions and other similar charges	552,438
Other expenses (excluding taxes, licenses and fees)	118,278
Taxes, licenses and fees (excluding federal and foreign income taxes)	116,607
Unearned premiums	25,902,656
Ceded reinsurance premiums payable (net of ceding commissions)	(1,453,391)
Amounts withheld or retained by company for account of others	33,605,844
Payable to parent, subsidiaries and affiliates	3,001,629
Payable for securities	7,032,539
Other liabilities	379,436
Total liabilities	<u>133,708,914</u>
Surplus as regards policyholders:	
Common capital stock	4,800,000
Gross paid in and contributed surplus	30,739,907
Unassigned funds (surplus)	16,995,283
Surplus as regards policyholders	<u>52,535,190</u>
Total liabilities and capital and surplus	<u>\$ 186,244,104</u>

I, John L. Sennott Jr., 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 June 30, 2020, 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.

John L. Sennott Jr.

John L. Sennott Jr.
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 1st day of January, 2020 and ending on the 31st day of December, 2020, 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 1/24/2020.

Attest

Lisa Diane

By:

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

Platte River Insurance Company