

Fw: OPRA request - Solid Waste Bid Submission

From: kathryn leissler (branchvilleclerk@yahoo.com)

To: karenbranchvilledeputyclerk@yahoo.com

Date: Tuesday, September 9, 2025 at 09:28 AM EDT

----- Forwarded Message -----

From: Fred Silk <opra+request-80338-4c0ccb07@requests.opramachine.com>

To: OPRA requests at Branchville Borough <branchvilleclerk@yahoo.com>

Sent: Thursday, September 4, 2025 at 03:46:07 PM EDT

Subject: OPRA request - Solid Waste Bid Submission

Dear Branchville Borough,

Please accept this electronic request for public records made under OPRA and the common law right of access. I am not required to fill out an official form or use a particular software platform to submit my request per NJSA 47:1A-6(f), which states that an email from a requestor including all of the information required on the adopted form shall suffice in place of a completed form as a valid government record request.

I HAVE NOT been convicted of any indictable offense under the laws of New Jersey, any other state, or the United States.

I WILL NOT use the requested government records for a commercial purpose.

I AM NOT seeking records in connection with a legal proceeding.

Records requested:

A full and complete copy, including all supplemental information and forms, submitted by Waste Management for the last solid waste / recycling bid.

My preferred delivery method for response(s) to this request is by E-mail as attachments. Please confirm you have received this request. If you are not the custodian of records, please forward my request to that person and provide their email address to me for future reference.

Yours faithfully,

Fred Silk

Please deliver records electronically via email to the below UNIQUE address for all replies to this request:

This Agreement, made this 18th day of April, 2025,

BETWEEN: The Borough of Branchville, a municipal Corporation of the State of New Jersey, located in Sussex County, New Jersey, hereinafter called "Borough", with an address of c/o Borough Clerk, 34 Wantage Avenue, Branchville, New Jersey 07826 **AND: Blue Diamond Disposal, Inc.**, with an address of 5 Howard Boulevard, Mt. Arlington, NJ 07856, hereinafter called "Contractor";

WITNESSETH:

1. The Contractor agrees for the term of five (5) years, beginning May 1, 2025, and ending April 30, 2030 to collect and carry away all Designated Collected Solid Waste ("solid waste") and Designated Collected Recyclable Materials ("recyclable materials"), as defined in the Uniform Bid Specifications ("Bid Specifications"), including garbage, bulk items and white goods, ashes, papers, corrugated cardboard, glass, aluminum, plastic, vegetative waste, refuse and other recyclable and waste material, from all properties within said Borough, upon the terms and conditions hereinafter set forth herein and in the Bid Specifications received and reviewed by contractor prior to bidding upon this contract.

2. The Contractor shall collect one (1) day per week all "Designated Collected Solid Waste", as defined in the Bid Specifications, as well as all garbage, household bulk items and white goods, ashes, papers, and refuse and other waste material as the same are set out on the sidewalk and curb by the residents in the Borough of Branchville and by persons maintaining a fire house, municipal, or business establishment in said Borough. Pick ups from non-residential establishments shall be limited to four (4) twenty (20) gallon cans or bulk equivalent thereof on any collection day. If the Borough selects either Option 5A, 5B, 6A, or 6B of the Bid Options

listed in the Bid Specifications, pick up of bulk items and white goods shall be as specified in the Bid Specifications Section for the Option selected.

3. All of the solid waste, garbage, ashes, refuse other waste matter and items described in paragraph 2 above shall be collected from every building on every street in the Borough of Branchville once each week with each daily collection occurring at least three (3) days apart from the other (if more than one pick up per week). Pick up shall be completed between 7:00 a.m. and 1:00 p.m. on each pick up day.

4. The Contractor shall collect, twice a month and as a single stream, the following recyclable materials as the same are set out on the sidewalk and curb by the residents of the Borough of Branchville.

- a. glass (clear, green, amber)
- b. aluminum pie plates, aluminum foil and oven tins;
- c. plastic (PET) bottles;
- d. HDPE plastic containers (dairy, detergent water and juice type);
- e. tin, aluminum and bi-metal cans;
- f. paper and corrugated cardboard; and
- g. such other recyclables as may be required by the district recycling plan of the County of Sussex and the Recycling Ordinance of the Borough; and

5. All recyclable materials shall be delivered to an authorized recycling facility designated by the Contractor, with the tonnage collected and properly documented and allocated to the Borough of Branchville in order to permit for filing for State grant monies and to comply with any recycling reporting requirements. All deliveries and destinations of recyclable materials and reports/documentation of said delivery must comply with all State Statutes and Regulations

and all Sussex County recycling requirements. The Borough will be entitled to receive and process all government grants related to the recyclable materials delivered to any recycling facility. The Contractor will be entitled to receive any payments due from the recycling facility on account of recycling deliveries to the facility, but will pay any charges, including tipping fees for recyclables delivered to said facility.

6. The Contractor shall furnish all labor, material, vehicles and other equipment to carry out said contract.

7. In the collection and carting of solid waste, garbage, ashes, papers, refuse, solid waste, garbage, ashes, papers, refuse, recyclable materials or other waste matter to be thrown, cast, deposited or spilled on or along the roads or sidewalks in the Borough of Branchville.

8. The Contractor collecting the solid waste, garbage, ashes, papers, refuse, recyclable materials and other waste matter shall collect, transport, and dispose of the same at its sole cost and expense, and all fees and charges relating to same, shall be borne by the Contractor (except Costs of disposal billed by or paid to the Solid Waste Disposal Facility for solid waste deliveries pursuant to the Uniform Bid Specifications). The Borough will pay the cost of solid waste disposal, billed by or payable to the Solid Waste Disposal Facility, directly to said disposal facility.

9. The Contractor shall furnish a surety bond in a form satisfactory to the Borough in the amount of the contract. Said bond is to be from a bonding company licensed in New Jersey.

10. If the Contractor collecting the said solid waste, garbage, ashes, papers, refuse, recyclable materials and other waste matter shall neglect to perform any of the duties required of him in the collection and disposition of the same, the Borough Council shall have the right to deduct from the contract price any monies expended by the Borough in doing any work required of the Contractor.

11. Should the Contractor fail to comply with any of the terms and conditions of this contract, the Borough Council of the Borough of Branchville may take such steps that it, in the exercise of its sole judgment and discretion, may deem necessary to have said contract enforced or it may, upon ten (10) days notice, in writing, to the Contractor, terminate this contract without any further liability to Contractor. Should the Contractor fail to comply with any of the terms and conditions of the contract, the Borough may find other means to have said solid waste, garbage, ashes, papers, refuse, recyclable materials and other waste matter from the Borough collected, and the cost thereof and the loss suffered by the Borough by virtue of said failure on the part of the Contractor to perform said work shall be charged to the Contractor, and the Contractor and its sureties for him shall reimburse the Borough for all expenses, including legal fees and court costs, and loss it may have been put to because of the Contractor's failure to comply with the contract.

12. If there is a question as to whether or not the Contractor has defaulted in or failed to comply with any of the terms of the Contract in any respect, the same shall be determined by the Council of the Borough of Branchville at a regular or special meeting of the said Council within ten (10) days notice of such meeting given personally or by mail to the Contractor at his last known address and said determination shall be binding on the Contractor.

13. This contract shall not be assigned without the prior, written consent of the Borough of Branchville. Any such assignment shall be null and void.

14. The vehicles used to cart away solid waste, garbage, ashes, papers, refuse, recyclable materials and other waste matter must be kept covered to prevent anything from flying or falling out of the same and should any said waste matter fly, fall out or be spilled by the Contractor or his employees in emptying the barrels or other receptacles, the Contractor shall immediately clean up the same and the Contractor shall in every respect carry out the work in

collecting said solid waste, garbage, ashes, refuse, recyclable materials and other waste matter in a manner that will leave the streets and sidewalks in a clean and sanitary condition.

15. There shall be no "clean up week or weeks".

16. The Contractor shall furnish certificate of insurance as evidence of combined single limit liability insurance in the amount required by NJAC 7:26H-6.17 and Worker's Compensation and Employer's Liability.

17. The Contractor shall receive from the Borough for its services the sum of \$120,000.00 for the contract year 1; \$123,600.00 for contract year 2; \$127,200.00 for contract year 3; \$130,800.00 for contract year 4 and \$134,400.00 for contract year 5, payable in accordance with the bid specifications.

18. Solid waste, garbage, ashes, papers, refuse and other waste matter as well as recyclable materials will be picked up at either the front or the rear of business establishments at the direction of the owner or agent in charge of the business.

19. Collections by Contractor of solid waste, garbage, ashes, papers, refuse and other waste matter as well as recyclable materials will commence no earlier than 7:00 a.m. and be completed no later than 1:00 p.m.

20. After depositing solid waste, garbage, ashes, papers, refuse, recyclable materials and other waste matter in truck for disposal, all cans and other receptacles shall be returned to the place where found with lids replaced.

21. When the collection day falls on a holiday, collections will be made on the following day.

22. Each time that refuse is collected in the Borough of Branchville, the Municipal Solid Waste containers must be emptied. Contractor agrees to empty up to eight (8) municipal solid waste containers at various locations.

23. The mandatory language contained in NJSA 10:5-31, et seq. and NJAC 17:27, et seq., is hereby incorporated by reference, as if such language were fully set forth at length herein. The Contractor and any subcontractor agree to comply fully with the terms, provisions and obligations of NJSA 10:5-31, et seq., and NJAC 17:27, et seq. The mandatory Affirmative Action language contained in Attachment #1 and Americans with Disabilities Act requirements of Appendix A, both attached hereto, are incorporated fully into this Contract.

24. The Contractor agrees to comply fully with all terms, provisions, and obligations of NJAC 7:26H-6.1, et seq. as if all terms of said regulations were set forth fully herein. The Uniform Bid Specifications made available to Contractor prior to Contractor's bidding for this contract are hereby incorporated by reference into this Contract, as if said bid specifications were fully set forth herein. In the event of any inconsistency between the Bid Specifications and the terms of this Contract, the Bid Specifications shall control.

25. This contract is subject to the availability and appropriation annually of sufficient funds as may be required to meet the extended obligations of this contract.

26. The Contractor agrees to comply with the requirements of NJSA 13:1E-99.11, et seq., and the Recycling Rules at NJAC 7:26A-1.1 et. seq. In the event of any inconsistency between the obligations of this Contract and the requirements of said Statute and Rules, the requirements of said Statute and Rules shall control. All services provided by Contractor hereunder shall comply with the district recycling plan adopted by Sussex County as well as the Sussex County Waste Management Plan, as amended from time to time.

27. Contractor shall indemnify, defend and hold harmless the Borough from and/or against any claims, suits or actions for damages, losses or injuries suffered as a result of Contractor's services required hereunder and Contractor's use of a disposal site for materials collected under this contract.

28. Except as provided above, this contract is for the full term of the contract. Except as provided below, there is to be no adjustment and no renegotiation in spite of any increases and decreases in numbers of housing units, properties or businesses from which collection must be made, changes in recycling disposal destinations, or changes in any other unusual and unanticipated charges that may occur including charges by any governmental unit. If, during the term of this contract, an increase or decrease in solid waste disposal costs occurs as a result of either:

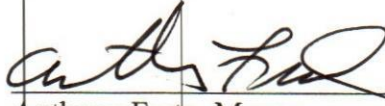
1. An order of the NJDEP which order directs that solid waste from the Borough must be disposed at a facility other than the disposal facility stated in the bid specification; or

2. A lawful increase in the rate, fees or charges imposed for the disposal of solid waste at the Disposal Facility designated in the bid specifications, but only if the Borough does not elect to assume and be responsible for such increase,

Then the parties hereby agree to renegotiate this contract and the prices to be charged hereunder and, should the parties be unable to agree upon revised terms, either party may, upon ninety (90) days written notice to the other party, terminate this contract without any further liability to the other party.

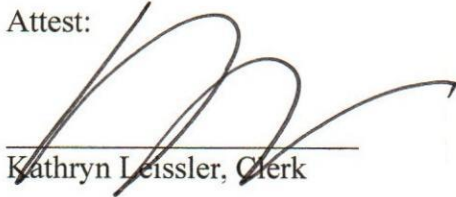
IN WITNESS WHEREOF, the parties hereby have caused these presents to be executed
the day and year first above written.

BOROUGH OF BRANCHVILLE



Anthony Frato, Mayor

Attest:



Kathryn Leissler, Clerk

Attest:



Kimberly Diedrich
Office Manager

BLUE DIAMOND DISPOSAL, INC.

By: 

Tim Shortino, District Mgr.

ATTACHMENT 1.

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127) N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, 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, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such action shall include, but not be 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 provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable 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, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor, 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 or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C. 17:27-5.2, or a binding determination of the applicable county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, 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, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor 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.

In conforming with the applicable employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302

The contractor and its subcontractors shall furnish such reports or other documents to the Div. of Contract Compliance & EEO 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 Div. of Contract Compliance & EEO for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**

APPENDIX A

AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability

The contractor and the Burong 2 of Branchville, (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. §12101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the owner shall expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

Bond No. PR2749904

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we, Blue Diamond Disposal, Inc., as Principal, and Platte River Insurance Company, a corporation duly organized under the laws of the state of Nebraska and licensed to do business in the State of New Jersey, as Surety, are held and firmly bound unto Borough of Branchville (Obligee), in the penal sum of One Hundred Twenty Thousand and 00/100 (\$120,000.00) Dollars, lawful money of the United States of America, for the payment of which sum, well and truly to be made, the Principal and Surety do bind themselves, their heirs, executors, administrators, and successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the above bounden Principal has entered into a certain written Contract with the above named Obligee for Solid Waste & Recyclable Material Collection

and more fully described in said Contract, a copy of which is attached, which Agreement is made a part hereof and incorporated herein by reference, except that nothing said therein shall alter, enlarge, expand or otherwise modify the term of the bond as set out below.

NOW, THEREFORE, if Principal, its executors, administrators, successors and assigns shall promptly and faithfully perform the Contract, according to the terms, stipulations or conditions thereof, then this obligation shall become null and void, otherwise to remain in full force and effect. This bond is executed by the Surety and accepted by the Obligee subject to the following express condition:

Notwithstanding the provisions of the Contract, the term of this bond shall apply from May 1, 2025, until April 30, 2026, and may be extended by the Surety by Continuation Certificate. However, neither nonrenewal by the Surety, nor the failure or inability of the Principal to file a replacement bond in the event of nonrenewal, shall itself constitute a loss to the obligee recoverable under this bond or any renewal or continuation thereof. The liability of the Surety under this bond and all continuation certificates issued in connection therewith shall not be cumulative and shall in no event exceed the amount as set forth in this bond or in any additions, riders, or endorsements properly issued by the Surety as supplements thereto.

Sealed with our seals and dated this 29th day of April, 2025.

Principal: Blue Diamond Disposal, Inc.

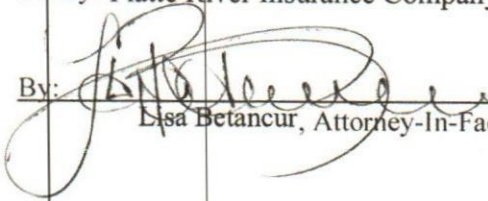
(Witness)

By: _____

Surety: Platte River Insurance Company

SEE ATTACHED CA NOTARY ACKNOWLEDGMENT

(Attest)

By: 
Lisa Betancur, Attorney-In-Fact



**PLATTE RIVER INSURANCE COMPANY
POWER OF ATTORNEY**

PR2749904

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

-----DAVID W. GARESE; LISA BETANCUR; BROOKE ANN SKEEN; AUDREY C SKEEN -----
-----ALISON CHAMBERS; IHAB LOUBIEH; MARIA RUFINO; DONNA BORJA-----

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: \$20,000,000.00-----

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.

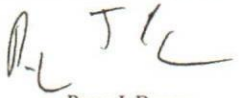
"RESOLVED, that the President, Executive Vice President, Vice President, Secretary or Treasurer, acting individually or otherwise, be and they hereby are granted the power and authorization to appoint by a Power of Attorney for the purposes only of executing and attesting bonds and undertakings, and 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 September, 2022.

Attest:


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


Todd Burrick
Chief Underwriting Officer

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

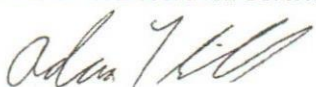
On the 1st day of September, 2022 before me personally came Adam L. Sills, to me known, who being by me duly sworn, did depose and say: that he resides in the County of New York, State of New York; that he is Chief Executive Officer and President of PLATTE RIVER INSURANCE COMPANY, the corporation described 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.

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

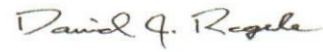
I, the undersigned, duly elected to the office stated below, now the incumbent in PLATTE RIVER INSURANCE COMPANY, a Nebraska Corporation, authorized to make this certificate, DO HEREBY CERTIFY that the foregoing attached Power of Attorney remains in full force and has not been revoked; and furthermore, 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 29th day of April, 2025.

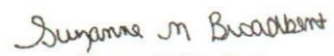
PLATTE RIVER INSURANCE COMPANY


Adam L. Sills
Chief Executive Officer and President




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




Suzanne M. Broadbent
Secretary

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Sacramento)

On April 29, 2025 before me, Donna Marie Borja, Notary Public
(insert name and title of the officer)

personally appeared Lisa Betancur,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Donna Marie Borja (Seal)





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/29/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
NFP Prop & Casualty Serv Inc.
3620 American River Drive
Suite 125
Sacramento CA 95864

CONTACT NAME:
PHONE (A/C, No, Ext):
E-MAIL ADDRESS: wcnuscoirequest@nfp.com

FAX (A/C, No):

INSURER(S) AFFORDING COVERAGE**NAIC #****INSURER A:** ACE American Insurance Company

22667

INSURER B: Chubb Indemnity Insurance Company

12777

INSURER C:**INSURER D:****INSURER E:****INSURER F:**

INSURED
Blue Diamond Disposal, Inc.
3 Waterway Square Place, Suite #110
The Woodlands, TX 77380

WASTCON-03

COVERAGES**CERTIFICATE NUMBER:** 1647759805**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC ☐ OTHER:			HDO G49353066	8/1/2025	8/1/2026	EACH OCCURRENCE \$ \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ \$1,000,000 MED EXP (Any one person) \$ \$10,000 PERSONAL & ADV INJURY \$ \$2,000,000 GENERAL AGGREGATE \$ \$5,000,000 PRODUCTS - COMP/OP AGG \$ \$4,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			ISAH10755517	8/1/2025	8/1/2026	COMBINED SINGLE LIMIT (Ea accident) \$ \$10,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WLR C72796573	8/1/2025	8/1/2026	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$ \$1,500,000 E.L. DISEASE - EA EMPLOYEE \$ \$1,500,000 E.L. DISEASE - POLICY LIMIT \$ \$1,500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Branchville Borough, to the extent required by written contract, is an additional insured with respect to General Liability and Auto Liability.

CERTIFICATE HOLDER

Branchville Borough
34 Wantage Ave.
Branchville NJ 07826

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/29/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
NFP Prop & Casualty Serv Inc.
3620 American River Drive
Suite 125
Sacramento CA 95864

CONTACT

NAME:

PHONE

(A/C, No, Ext):

FAX

(A/C, No):

E-MAIL

ADDRESS: wcnuscoirequest@nfp.com

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: ACE American Insurance Company

22667

INSURER B: Chubb Indemnity Insurance Company

12777

INSURER C:

INSURER D:

INSURER E:

INSURER F:

INSURED
Blue Diamond Disposal, Inc.
3 Waterway Square Place, Suite #110
The Woodlands, TX 77380

WASTCON-03

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AUTHORIZED REPRESENTATIVE