Upper Valley Waste Management Agency Attn: Steven E. Lederer, Director 1195 Third Stree Napa CA 94559

### MAIL DOCUMENT Certificate of Insurance Delivery by ecertsonline TM

Sender: Kat O'Bryan

Phone: 650-488-8565

Subject: Cert No. 69831694 - Certificate of Liability: Clover Flat Land Fill Inc. -

Date: 8/22/2022

No. of Pages: 5

URL: WWW.TheABDteam.com

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NAPA C. DEPT OF PUBLIC WORKS



#### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 8/22/2022

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).

this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).					
PRODUCER Newfront Insurance Services	CONTACT NAME: Cert Request				
1435 N McDowell Blvd Ste 320 Petaluma, CA 94954	PHONE (A/C, No, Ext): 650-488-8565 FAX (A/C, No):				
Petaluma, CA 94954  E-MAIL ADDRESS: TechCertRequest@theabdteam.com					
	INSURER(S) AFFORDING COVERAGE NAIC #				
WWW.TheABDteam.com	INSURER A: Westchester Surplus Lines Insurance Co 10172				
INSURED  Clayer Flot Land Fill Inc.	INSURER B: Colony Insurance Company 39993				
Clover Flat Land Fill Inc. P.O. Box 382	INSURER C: Travelers Casualty and Surety Co of Amer 31194				
St. Helena CA 94574	INSURER D :				
INSURER E:					
	INSURER F:				
COVERAGES CERTIFICATE NUMBER: 69831694 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 INSD WVD POLICY NUMBER	POLICY EFF POLICY EXP (MM/DD/YYYY) (MM/DD/YYYY) LIMITS				
A COMMERCIAL GENERAL LIABILITY G24156114 007	8/19/2022 8/19/2024 EACH OCCURRENCE \$10,000,000				
CLAIMS-MADE / OCCUR	DAMAGE TO RENTED PREMISES (Ea occurrence) \$50,000	-			
	MED EXP (Any one person) \$5,000				
	PERSONAL & ADV INJURY \$10,000,000				
GEN'L AGGREGATE LIMIT APPLIES PER:	GENERAL AGGREGATE \$10,000,000				
POLICY PRO- JECT LOC	PRODUCTS - COMP/OP AGG \$10,000,000				
OTHER:	Deductible \$5,000				
AUTOMOBILE LIABILITY	COMBINED SINGLE LIMIT (Ea accident)				
ANY AUTO OWNED SCHEDULED	BODILY INJURY (Per person) \$				
AUTOS ONLY AUTOS NON-OWNED	BODILY INJURY (Per accident) \$	_			
AUTOS ONLY AUTOS ONLY	PROPERTY DAMAGE (Per accident) \$	_			
B UMBRELLA LIAB / OCCUP FXO 302534	S	4			
- OCCUR	8/19/2022 8/19/2024 EACH OCCURRENCE \$10,000,000	$\dashv$			
CLAIMS-MADE	AGGREGATE \$10,000,000	_			
DED   RETENTION \$   WORKERS COMPENSATION		$\dashv$			
AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE	STATUTE   ER				
OFFICER/MEMBEREXCLUDED?   N / A	E.L. EACH ACCIDENT \$	$\dashv$			
(Mandatory in NH)  If yes, describe under	E.L. DISEASE - EA EMPLOYEE \$	-			
DÉSCRIPTION OF OPERATIONS below	E.L. DISEASE - POLICY LIMIT   \$	$\dashv$			
A Pollution Liab Third Party(ClaimMade) G24156114 007 Crime - Third Party G24156114 007	8/19/2022 8/19/2024 \$10,000,000 Ded \$25K Each Claim \$5,000,000 Limit/\$50,000 Retention				
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)					
RE: Franchise Agreement Upper Valley Waste Management Agency and each Member, its officers, agents, and volunteers are additional insureds on a primary and non-contributory basis as respects general liability per attached endorsements. Waiver of subrogation apply as respects general liability and pollution liability as required by written contract per attached endorsement form. Excess liability follows form.					
CERTIFICATE HOLDER	CANCELLATION				
CANCELLATION					
Upper Valley Waste Management Agency Attn: Steven E. Lederer, Director 1195 Third Stree Napa CA 94559	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.				
Hapa Ort 94000	AUTHORIZED REPRESENTATIVE				
Rod Sockolov					

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#### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

#### **SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
As required by written contract, prior to a loss to which this insurance applies	As required by written contract, prior to a loss to which this insurance applies
Information required to complete this Schedule, if not sh	own above, will be shown in the Declarations.

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

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

#### However:

- The insurance afforded to such additional insured only applies to the extent permitted by law; and
- If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.
- B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

- All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- 2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.
- C. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

- 1. Required by the contract or agreement; or
- 2. Available under the applicable Limits of Insurance shown in the Declarations:

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

#### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

#### **Primary And Noncontributory Insurance**

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

 The additional insured is a Named Insured under such other insurance; and (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.



Named Insured			Endorsement Number
Clover Flat Land Fi	II Inc.		
Policy Symbol	Policy Number	Policy Period	Effective Date of Endorsement
PPL	G24156114 007	to	08/19/2022
Issued By (Name of I	nsurance Company)		
Westchester S	urplus Lines Insurance Cor	mpany	

### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART CONTRACTORS POLLUTION LIABILITY COVERAGE PART

08/19/2024 SCHEDULE

Name of Person or Organization:
As required by written contract, prior to a loss to which this insurance applies

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

The TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US Condition is amended by the addition of the following:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or your work done under a contract with that person or organization and included in the products-completed operations hazard. This waiver applies only to the person or organization shown in the Schedule above.

All other terms and conditions remain the same.