

**YONKERS PUBLIC SCHOOLS
ONE LARKIN CENTER
YONKERS, NEW YORK 10701**

AMENDMENT NO.: 1 TO CONTRACT No.: 2023-00000854

by and between:

THE YONKERS PUBLIC SCHOOLS acting by and through its Board of Education, a school district established pursuant to New York Education Law, having an office and place of business at One Larkin Center, Yonkers, New York 10701 (the "School District")

and

Luzon Environmental Services, a corporation having an office and place of business at 1246 Glen Wild Road, Woodbridge, New York 12789, Federal ID No.: 14-1577033
(the "Consultant")

Contact: Robert B. Halprin
Email: roberth@luzonenv.com
Phone Number: (845) 434-7805

WITNESSETH:

WHEREAS, the Original Agreement is dated June 15, 2023 and was approved by the Board of Education at its meeting of May 17, 2023 Resolution Number 17.9; and

WHEREAS, the Board of Education approved Amendment No.1 on May 15, 2024 Resolution Number 17.6; and

WHEREAS, it is acknowledged and agreed that pursuant to the terms of that certain intermunicipal Agreement ("IMA") by and between the School District, acting by through its Board of Education ("BOE") and the City of Yonkers (the "City") as filed in the Office of the City Clerk on June 16, 2014, the terms of this Amendment are subject to review and revision by the City of Yonkers (the "City") acting by and through its Corporation Counsel, as well as approval, if applicable, by the City's Board of Contract and Supply ("BOCS").

NOW, THEREFORE, the parties agree as follows:

1. Amended Scope. In addition to the services set forth in the Original Agreement, the Consultant shall continue to provide annual testing and maintenance of the fuel oil storage tanks throughout the School District in compliance with applicable law and regulations.
2. Amended Term. The amended term shall be extended 12-months for the service of tanks. The new expiration date will be 6.13.2025
3. Amended Rate. The not-to-exceed amount in the Original Agreement was \$135,187.53. This Amendment No.1 increases by \$135,187.53 to a total not-to-exceed amount of TWO HUNDRED SEVENTY THOUSAND THREE HUNDRED SEVENTY FIVE DOLLARS SIX CENTS (\$270,375.06) as more fully provided in Schedule "B"

3. Ratification. Except as specifically amended herein, all of the terms contained in the Original Agreement are hereby ratified and confirmed in all respects, and shall continue to apply with full force and effect.
4. Entire Contract/Order of Precedence. The Original Agreement, and this Amendment No. 1, constitute the entire contract between the parties with respect to the subject matter hereof and shall supersede all previous negotiations, commitments and writings. It shall not be released, discharged, changed or modified except by an instrument in writing signed by a duly authorized representative of each of the parties. To the extent the terms of the Original Agreement, including any Rider and/or any schedules thereto, conflict with the terms of this Amendment, this Amendment shall control.
5. Notices. All notices of any nature referred to in the Original Agreement and this Amendment shall be in writing and either sent by registered or certified mail postage pre-paid, or delivered by hand or overnight courier, or sent by facsimile (with acknowledgment received and a copy of the notice sent by registered or certified mail postage pre-paid), to the addresses first set forth in the Original Agreement and this Amendment or to such other addresses as the respective parties hereto may designate in writing with a copy to the Corporation Counsel, One Larkin Center, 4th Fl., Yonkers, New York 10701. Notice shall be effective on the date of receipt.
6. Compliance with Law and Guidance Relative to COVID-19. The Consultant shall perform all Services set forth in the Agreement in conformance with Federal, State, and/or local Executive Order(s), as well as any guidance issued by the Center for Disease Control and Prevention and/or any New York State or local agency, which shall include, but not be limited to: the cleaning/disinfecting of surfaces, the use of facemasks/coverings, the use of proper personal protection equipment, screening, reporting, tracing, and all social-distancing protocols.
7. Execution. This Amendment shall not be enforceable until signed by both parties and approved by the Office of the Corporation Counsel. This Amendment may be executed simultaneously in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

[Signature page to follow.]

IN WITNESS WHEREOF, the School District and the Consultant have executed this Amendment.

SCHOOL DISTRICT

LUZON ENVIRONMENTAL SVS, INC.

By: Rosalba Corrado Del Vecchio
Name: Dr. Rosalba Corrado Del Vecchio
Title: President of the Board
Date: 10/8/24

By: Robert B. Halprin
Name: Robert B. Halprin
Title: President
Date: 9/24/2024

By: Anibal Soler Jr.
Name: Mr. Anibal Soler Jr.
Title: Superintendent
Date: 9/30/24

Sworn to before me this 24th day of
September 2024.
Bonnie F. Gulick
Notary Public

BONNIE FAY GULICK
NOTARY PUBLIC-STATE OF NEW YORK
No. 01GU5084323
Qualified in Sullivan County
My Commission Expires 09-02-2025

APPROVED AS TO FORM

Richell Thompson
Yonkers Senior Associate Corporation Counsel

DATE BOE APPROVAL: May 21, 2024

BUYER: allison.correia@yonkersny.gov

CERTIFICATE OF AUTHORITY
(CORPORATION)

I, Jermaine Aguilar
(Officer other than officer signing contract)


certify that I am the Vice President of
the Luzon Oil Co., Inc. d/b/a/Luzon Environmental Services
(Name of Corporation)

a corporation duly organized and in good standing under the New York Business Law (Law
under which organized, e.g., the New York Business Corporation Law) named in the foregoing
agreement; that Robert B Halprin
(Person executing agreement)

who signed said agreement on behalf of the Luzon Oil Co., Inc.
(Name of Corporation)

was, at the time of execution President
(Title of such person)

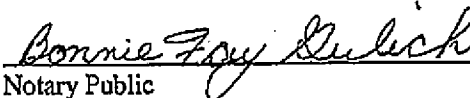
of the Corporation and that said agreement was duly signed for and on behalf of said Corporation by
authority of its Board of Directors, thereunto duly authorized and that such authority is in full force and
effect at the date hereof.


(Signature)

STATE OF NEW YORK)
) ss.:
COUNTY OF WESTCHESTER)

On the 24th day of September in the year 2024 before me, the undersigned, a
Notary Public in and for said State, Jermaine Aguilar personally appeared,
personally known to me or proved to me on the basis of satisfactory evidence to be the officer
described in and who executed the above certificate, who being by me duly sworn did depose and say
that he/she resides at 19 OVERLOOK AVE. MOUNTAINDALE N.Y., and he/she is an
officer of said corporation; that he/she is duly authorized to execute said certificate on behalf of said
corporation, and that he/she signed his/her name thereto pursuant to such authority.

BONNIE FAY GULICK
NOTARY PUBLIC-STATE OF NEW YORK
No. 01GU5084323
Qualified in Sullivan County
My Commission Expires 09-02-2025


Notary Public
Date

CERTIFICATE OF AUTHORITY

(INDIVIDUAL)

STATE OF NEW YORK)
COUNTY OF WESTCHESTER :SS.:
CITY OF _____)

On this ____ day of _____, 20__ before me, the undersigned, a Notary Public in and for said State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within the instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, entity, or the person upon behalf of which the individual acted, executed the instrument.

NOTARY PUBLIC

SCHEDULE "A"

Amend contract to extend 12 months – new expiration date 6/13/2025

SCHEDULE "B"

The not-to-exceed amount in the Original Agreement was \$135,187.53. This Amendment No.1 increases by \$135,187.53 to a total not-to-exceed amount of TWO HUNDRED SEVENTY THOUSAND THREE HUNDRED SEVENTY FIVE DOLLARS SIX CENTS (\$270,375.06) as more fully provided in Schedule "B"

SCHEDULE "C"

STANDARD INSURANCE PROVISIONS (Consultant)

1. Prior to commencing work, and throughout the term of the Agreement, the Consultant shall obtain at its own cost and expense the required insurance as delineated below from insurance companies licensed in the State of New York, carrying a Best's financial rating of A or better. Consultant shall provide evidence of such insurance to the City of Yonkers and the City's School District, acting by and through its Board of Education (together the "City"), either by providing a copy of policies and/or certificates as may be required and approved by the Director of Purchasing ("Director"). The policies or certificates thereof shall provide that ten (10) days prior to cancellation or material change in the policy, notices of same shall be given to the Director either by overnight mail or personal delivery for all of the following stated insurance policies. All notices shall name the Consultant and identify the Agreement.

If at any time any of the policies required herein shall be or become unsatisfactory to the Director, as to form or substance, or if a company issuing any such policy shall be or become unsatisfactory to the Director, the Consultant shall upon notice to that effect from the City, promptly obtain a new policy, and submit the policy or the certificate as requested by the Director to the Purchasing Bureau of the City for approval by the Director. Upon failure of the Consultant to furnish, deliver and maintain such insurance, the Agreement, at the election of the City, may be declared suspended, discontinued or terminated.

Failure of the Consultant to take out, maintain, or the taking out or maintenance of any required insurance, shall not relieve the Consultant from any liability under the Agreement, nor shall the insurance requirements be construed to conflict with or otherwise limit the contractual obligations of the Consultant concerning indemnification.

All property losses shall be made payable to the "City of Yonkers" and adjusted with the appropriate City personnel.

In the event that claims, for which the City may be liable, in excess of the insured amounts provided herein are filed by reason of Consultant's negligent acts or omissions under the Agreement or by virtue of the provisions of the labor law or other statute or any other reason, the amount of excess of such claims or any portion thereof, may be withheld from payment due or to become due the Consultant until such time as the Consultant shall furnish such additional security covering such claims in form satisfactory to the Director.

In the event of any loss, if the Consultant maintains broader coverage and/or higher limits than the minimums identified herein, the City shall be entitled to the broader coverage and/or higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

2. The Consultant shall provide proof of the following coverage (if additional coverage is required for a specific agreement, those requirements will be described in the Agreement):

- a) Workers' Compensation and Employer's Liability. Certificate form C-105.2 or State Fund Insurance Company form U-26.3 is required for proof of compliance with the New York State Workers' Compensation Law. State Workers' Compensation Board form DB-120.1 is required for proof of compliance with the New York State Disability Benefits Law. Location of operation shall be "All locations in Westchester County, New York."

Where an applicant claims to not be required to carry either a Workers' Compensation Policy or Disability Benefits Policy, or both, the employer must complete NYS form CE-200, available to download at: <http://www.wcb.ny.gov>.

If the employer is self-insured for Workers' Compensation, he/she should present a certificate from the New York State Worker's Compensation Board evidencing that fact (Either SI-12, Certificate of Workers' Compensation Self-Insurance, or GSI-105.2, Certificate of Participation in Workers' Compensation Group Self-Insurance).

- b) Commercial General Liability Insurance with a combined single limit of \$1,000,000 (c.s.1) per occurrence and a \$2,000,000 aggregate limit naming the "City of Yonkers" and, if applicable, the "City of Yonkers School District, acting by and through its Board of Education" as additional insured on a primary and non-contributory basis. This insurance shall include the following coverages:

- i. Premises - Operations.
- ii. Broad Form Contractual.
- iii. Independent Consultant and Sub-Consultant.
- iv. Products and Completed Operations.

- c) Commercial Umbrella/Excess Insurance: \$2,000,000 each Occurrence and Aggregate naming the "City of Yonkers" and, if applicable, the "City of Yonkers School District, acting by and through its Board of Education" as additional insured, written on a "follow the form" basis.

NOTE: Additional insured status shall be provided by standard or other endorsement that extends coverage to the "City of Yonkers" and, if applicable, the "City of Yonkers School District, acting by and through its Board of Education" for both on-going and completed operations.

All Contracts involving the use of explosives, demolition and/or underground work shall provide proof that XCU is covered.

- d) Automobile Liability Insurance with a minimum limit of liability per occurrence of \$1,000,000 for bodily injury and a minimum limit of \$100,000 per occurrence for property damage or a combined single limit of \$1,000,000 unless otherwise indicated in the contract specifications. This insurance shall include for bodily injury and property damage the following coverages and name the "City of Yonkers" and, if applicable, the "City of Yonkers School District, acting by and through its Board of Education" as additional insured:

- (i) Owned automobiles.
- (ii) Hired automobiles.
- (iii) Non-owned automobiles.

- e) Cyber Liability insurance with a combined single limit of \$1,000,000 (c.s.1) per occurrence and a \$2,000,000 aggregate limit naming the "City of Yonkers" and, if applicable, the "City of Yonkers School District, acting by and through its Board of Education" as an additional insured on a primary and non-contributory basis.

3. All policies of the Consultant shall be endorsed to contain the following clauses:

(a) Insurers shall have no right to recovery or subrogation against the City (including its employees and other agents and agencies), it being the intention of the parties that the insurance policies so effected shall protect both parties and be primary coverage for any and all losses covered by the above-described insurance.

(b) The clause "other insurance provisions" in a policy in which the City is named as an insured, shall not apply to the City.

(c) The insurance companies issuing the policy or policies shall have no recourse against the City (including its agents and agencies as aforesaid) for payment of any premiums or for assessments under any form of policy.

(d) Any and all deductibles in the above described insurance policies shall be assumed by and be for the account of, and at the sole risk of, the Consultant.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/25/2024

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 Jason D. Hoffman Insurance Agency LLC 301 Main Street, Suite 2F Goshen NY 10924	CONTACT NAME: Shannon Kent PHONE (A/C, No, Ext): (845) 239-4787 FAX (A/C, No): E-MAIL ADDRESS: shannon@jhoffmaninsurance.com INSURER(S) AFFORDING COVERAGE INSURER A: Great Divide Insurance Co INSURER B: Key Risk Insurance Co INSURER C: NYSIF INSURER D: INSURER E: INSURER F:
INSURED Luzon Oil Co. Inc. DBA Luzon Environmental Services PO BOX 1070 WOODRIDGE NY 12789-1001	NAIC # 25224 105587

COVERAGES **CERTIFICATE NUMBER:** **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	AUTO SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Pollution Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	Y	ECP2012712-20	09/03/2024	09/03/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$ -
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	BAP201267021	09/03/2024	09/03/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	Y	Y	FFX2012713-20	09/03/2024	09/03/2025	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ \$
C	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	Y	Z22527501	04/01/2024	04/01/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ UNLIMITED E.L. DISEASE - EA EMPLOYEE \$ UNLIMITED E.L. DISEASE - POLICY LIMIT \$ UNLIMITED
A	Errors & Omissions Liability			ECP2012712-20	09/03/2024	09/03/2025	Limit: 1,000,000 Deductible: 10,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate holder is additional insured on a primary & non contributory basis with respect to Contract 2023-00000854. A waiver of subrogation applies in favor of the additional insured. 30 days' notice of cancellation is included. AI status is subject to attached policy form ECP12460121.

CERTIFICATE HOLDER City of Yonkers, Yonkers City School District, Yonkers Board of Education One Larkin Center Yonkers NY 10701	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
-------------------------------------------------------------------------------------------------------------------------------------------------	-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED -- OWNERS, LESSEES OR CONTRACTORS
AUTOMATIC STATUS -- ONGOING OPERATIONS -- COVERAGE A, B, D.1 & D.4**

Policy Number	Policy Effective Date	Policy Expiration Date	Endorsement Effective Date
ECP2012712-20	9/3/2024	9/3/2025	9/3/2024

This endorsement modifies insurance provided under the following:

ENVIRONMENTAL COMBINED POLICY

I. SECTION III -- WHO IS AN INSURED is amended to include as an additional insured:

- Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement, in effect during this policy period, that such person or organization be added as an additional insured on this policy; and
- Any other person or organization you are explicitly required to add as an additional insured under the contract or agreement described in Paragraph 1. above.

Such contract or agreement must be executed and in effect prior to the performance of your work which is the subject of such contract or agreement.

Such person(s) or organization(s) is an additional insured only with respect to liability for bodily injury or property damage under SECTION I -- COVERAGE A -- BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Coverage D.1 -- Contractors Pollution Legal Liability and Coverage D.4 -- Microbial Substance Contractors Pollution Liability, or personal injury or advertising injury under SECTION I - COVERAGE B -- PERSONAL AND ADVERTISING INJURY LIABILITY directly caused by:

- Your acts or omissions; or
 - The acts or omissions of those acting on your behalf;
- in the performance of your ongoing operations for the additional insured described in Paragraph 1. or 2. above.

However, the insurance afforded to such additional insured described above:

- Only applies to the extent permitted by law; and
- Will not be broader than that which you are required by the contract or agreement to provide for such additional insured, and
- Will not extend beyond that which is provided to you in this policy.

A person's or organization's status as an additional insured under this endorsement ends when your operations for the person or organization described in Paragraph 1. above are completed.

II. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

- Bodily injury, property damage or personal and advertising injury** arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
 - The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the occurrence which caused the bodily injury or property damage, or the offense which caused the personal and advertising injury, involved the rendering of, or the failure to render any professional architectural, engineering or surveying services.

- 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.

III. With respect to the insurance afforded to these additional insureds, the following is added to SECTION V – LIMITS OF INSURANCE:

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement described in Paragraph 1.1.; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

IV. With respect to the insurance afforded to these additional insureds, the following is added to SECTION VI – REPORTING, DEFENSE, SETTLEMENT & COOPERATION:

1. Duties – Additional Insured

An additional insured must see to it that:

- a. We are notified in writing as soon as practicable of an occurrence or offense which may result in a claim or suit;
- b. We receive written notice of a claim or suit as soon as practicable; and
- c. A request for defense and indemnity of the claim or suit will promptly be brought against any policy issued by another insurer under which the additional insured may be an insured in any capacity. This provision does not apply to insurance on which the additional insured is a Named Insured, if the contract or agreement requires that this coverage be primary and noncontributory.

V. SECTION VII – CONDITION 10. – Other Insurance is amended by the addition of the following which 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 a person(s) or organization(s) included as an additional insured under this endorsement provided that:

1. The additional insured person(s) or organization(s) is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract or agreement, in effect during this policy period, that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured person(s) or organization(s). Such contract or agreement must be executed and in effect prior to the performance of your work which is the subject of such contract or agreement.

However, this provision does not apply if the other insurance available to the person(s) or organization(s) included as an additional insured is Owners and Contractors Protective Liability, Railroad Protective Liability, or similar project-specific, primary insurance.

VI. This endorsement does not apply to an additional insured which has been added to this policy by an endorsement showing the additional insured in a SCHEDULE of additional insureds, and which endorsement applies to that designated additional insured.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY SHALL APPLY AND REMAIN UNCHANGED.



Workers'
Compensation
Board

CERTIFICATE OF INSURANCE COVERAGE

NYS DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

PART 1. To be completed by NYS disability and Paid Family Leave benefits carrier or licensed insurance agent of that carrier

1a. Legal Name & Address of Insured (use street address only) LUZON OIL CO INC P.O. BOX 1070 WOODRIDGE, NY 12789 Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e., Wrap-Up Policy)	1b. Business Telephone Number of Insured 914 434-7805 1c. Federal Employer Identification Number of Insured or Social Security Number 141577033
2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) City of Yonkers, Yonkers City School District, Yonkers Board of Education One Larkin Center Yonkers, NY 10701	3a. Name of Insurance Carrier ShelterPoint Life Insurance Company 3b. Policy Number of Entity Listed in Box "1a" DBL103172 3c. Policy effective period 08/01/2024 to 07/31/2025

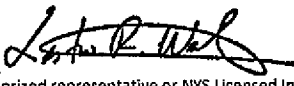
4. Policy provides the following benefits:

- ☒ A. Both disability and paid family leave benefits.
☐ B. Disability benefits only.
☐ C. Paid family leave benefits only.

5. Policy covers:

- ☒ A. All of the employer's employees eligible under the NYS Disability and Paid Family Leave Benefits Law.
☐ B. Only the following class or classes of employer's employees:

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has NYS Disability and/or Paid Family Leave Benefits insurance coverage as described above.

Date Signed 9/25/2024 By 
(Signature of insurance carrier's authorized representative or NYS Licensed Insurance Agent of that insurance carrier)

Telephone Number 516-829-8100 Name and Title Leston Welsh, Chief Executive Officer

IMPORTANT: If Boxes 4A and 5A are checked, and this form is signed by the insurance carrier's authorized representative or NYS Licensed Insurance Agent of that carrier, this certificate is COMPLETE. Mail it directly to the certificate holder.

If Box 4B, 4C or 5B is checked, this certificate is NOT COMPLETE for purposes of Section 220, Subd. 8 of the NYS Disability and Paid Family Leave Benefits Law. It must be emailed to PAU@wcb.ny.gov or it can be mailed for completion to the Workers' Compensation Board, Plans Acceptance Unit, PO Box 5200, Binghamton, NY 13902-5200.

PART 2. To be completed by the NYS Workers' Compensation Board (Only if Box 4B, 4C or 5B have been checked)

State of New York Workers' Compensation Board

According to information maintained by the NYS Workers' Compensation Board, the above-named employer has complied with the NYS Disability and Paid Family Leave Benefits Law (Article 9 of the Workers' Compensation Law) with respect to all of their employees.

Date Signed _____ By _____
(Signature of Authorized NYS Workers' Compensation Board Employee)

Telephone Number _____ Name and Title _____

Please Note: Only insurance carriers licensed to write NYS disability and paid family leave benefits insurance policies and NYS licensed insurance agents of those insurance carriers are authorized to issue Form DB-120.1. Insurance brokers are NOT authorized to issue this form.



CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

***** 141577033

LOVELL SAFETY MGMT CO., LLC
22 CORTLANDT STREET 33RD FLR
NEW YORK NY 10007



SCAN TO VALIDATE
AND SUBSCRIBE

POLICYHOLDER LUZON OIL CO., INC. D/B/A LUZON ENVIRONMENTAL SERVICES P.O. BOX 1070 WOODRIDGE NY 12789	CERTIFICATE HOLDER 179594445 CITY OF YONKERS BUREAU OF PURCHASING 1 LARKIN CENTER, THIRD FLOOR YONKERS NY 10701
-------------------------------------------------------------------------------------------------------------------------	------------------------------------------------------------------------------------------------------------------------------------

POLICY NUMBER Z 2252 750-1	CERTIFICATE NUMBER 350251	POLICY PERIOD 04/01/2024 TO 04/01/2025	DATE 03/01/2024
--------------------------------------	-------------------------------------	--------------------------------------------------	---------------------------

THIS IS TO CERTIFY THAT THE POLICYHOLDER NAMED ABOVE IS INSURED WITH THE NEW YORK STATE INSURANCE FUND UNDER POLICY NO. 2252 750-1, COVERING THE ENTIRE OBLIGATION OF THIS POLICYHOLDER FOR WORKERS' COMPENSATION UNDER THE NEW YORK WORKERS' COMPENSATION LAW WITH RESPECT TO ALL OPERATIONS IN THE STATE OF NEW YORK, EXCEPT AS INDICATED BELOW.

IF YOU WISH TO RECEIVE NOTIFICATIONS REGARDING SAID POLICY, INCLUDING ANY NOTIFICATION OF CANCELLATIONS, OR TO VALIDATE THIS CERTIFICATE, VISIT OUR WEBSITE AT [HTTPS://WWW.NYSIF.COM/CERT/CERTVAL.ASP](https://www.nysif.com/cert/certval.asp). THE NEW YORK STATE INSURANCE FUND IS NOT LIABLE IN THE EVENT OF FAILURE TO GIVE SUCH NOTIFICATIONS.

THE POLICY INCLUDES A WAIVER OF SUBROGATION ENDORSEMENT UNDER WHICH NYSIF AGREES TO WAIVE ITS RIGHT OF SUBROGATION TO BRING AN ACTION AGAINST THE CERTIFICATE HOLDER TO RECOVER AMOUNTS WE PAID IN WORKERS' COMPENSATION AND/OR MEDICAL BENEFITS TO OR ON BEHALF OF AN EMPLOYEE OF OUR INSURED IN THE EVENT THAT, PRIOR TO THE DATE OF THE ACCIDENT, THE CERTIFICATE HOLDER HAS ENTERED INTO A WRITTEN CONTRACT WITH OUR INSURED THAT REQUIRES THAT SUCH RIGHT OF SUBROGATION BE WAIVED.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS NOR INSURANCE COVERAGE UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICY.

NEW YORK STATE INSURANCE FUND


DIRECTOR, INSURANCE FUND UNDERWRITING

VALIDATION NUMBER: 1004032280

