



## MASTER SERVICES AGREEMENT

This Master Services Agreement is made this \_\_\_ day of May, 2026 by and between Momentum Environmental Solutions, LLC and its affiliated companies and subsidiaries, a New York LLC with offices located at 6810 Industrial Park Road Bath, NY 14810 (herein after "CONTRACTOR") and Town of Lansing, an incorporated municipal subdivision of the State of New York with an address of 29 Auburn Road, Lansing NY 14882 (the "CUSTOMER").

WHEREAS, Momentum is engaged in the business of providing environmental services ("Services"), including but not limited to emergency response, industrial cleaning, remediation and waste transportation and disposal, and

WHEREAS, from time to time, Customer requires the Services of CONTRACTOR from time to time; and

WHEREAS, CONTRACTOR and CUSTOMER desire to establish the general terms and conditions that shall govern all work performed by Momentum for Customer.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the parties, intending to be legally bound, agree as follows:

### **SECTION 1. PURPOSE**

- 1.1 This agreement establishes the terms and conditions under which Momentum will provide services to Customer.
- 1.2 This Agreement shall not obligate the CUSTOMER to purchase Services from CONTRACTOR, but shall govern all orders or requests for Services requested by CUSTOMER and accepted by CONTRACTOR. CONTRACTOR will use its best efforts to respond to orders or requests from the Customer for Services.

### **SECTION 2. CONTRACTOR'S WARRANTIES**

- 2.1 CONTRACTOR shall provide supervision, labor, materials, tools, equipment, and subcontracted items for the performance of the Services.
- 2.2 CONTRACTOR shall take necessary precautions for the safety of its employees and shall comply with applicable provisions of the Occupational Safety and Health Act. It is understood and agreed, however, that Momentum shall not be responsible for the elimination or abatement of safety hazards created by or otherwise resulting from work being performed by Customer's employees, its contractors, or agents.
- 2.3 CONTRACTOR represents that it and its vendors hold the permits and licenses required for the performance of Services.

### **SECTION 3. CUSTOMER'S WARRANTIES**

- 3.1 CUSTOMER shall provide full and complete information regarding its requirements for the Services.
- 3.2 CUSTOMER shall designate a representative who shall be fully acquainted with the Services to be provided hereunder and who shall be authorized to approve changes in the Services; render decisions promptly; authorize commitments and expenditures on behalf of the Customer; approve CONTRACTOR'S daily worksheets and to accept, verify and approve CONTRACTOR'S invoices. The CUSTOMER shall not assign this responsibility to a third party without the express written approval of CONTRACTOR.
- 3.3 CUSTOMER shall be responsible for repairs to all roadways, structures and rights-of-way resulting from CONTRACTOR'S reasonable use thereof. CUSTOMER will provide CONTRACTOR free and unfettered access to the work area to complete the scope of Services.
- 3.4 CUSTOMER represents and warrants that it shall provide payment to CONTRACTOR for the services provided by CONTRACTOR as set forth in Section 5, and hereby unconditionally and absolutely guarantees payment and that sufficient funds are available and committed by CUSTOMER for the entire cost of the Services. CUSTOMER shall periodically demonstrate that sufficient funds are available and committed upon request by CONTRACTOR. Unless such financial assurances are provided by CUSTOMER, CUSTOMER agrees that CONTRACTOR shall not be required to commence or continue any Services and may immediately stop work. The failure of CONTRACTOR to insist upon the provisions of this paragraph any one time shall not constitute a waiver of CUSTOMER'S obligation to make payments pursuant to this Agreement nor shall it constitute a waiver of CONTRACTOR'S right to request that evidence of sufficient funds be provided by CUSTOMER at a later date. CUSTOMER shall not assign this responsibility to a third party without the express written approval of CONTRACTOR.
- 3.5 CUSTOMER shall communicate to CONTRACTOR all special hazards or risks known to the CUSTOMER which are related to the performance of Services pursuant to this Agreement.
- 3.6 CUSTOMER acknowledges and agrees that: (i) CONTRACTOR has played no part in the creation or generation of any of CUSTOMER'S waste; (ii) CUSTOMER and/or its subsidiaries, affiliates and/or CUSTOMERS, as the case may be, shall retain generator status, title and ownership to any and all Waste; (iii) CUSTOMER has the sole and exclusive responsibility for the making of any disclosures or reports to third parties including, without limitation, any federal, state or local governmental agency, authority or body; (iv) among CUSTOMER and



CONTRACTOR, CUSTOMER has the sole and exclusive responsibility for taking corrective, remedial or mitigative action in regard to the site or any waste; and (v) CUSTOMER is the sole arranger for disposal at the Facility and that CONTRACTOR bears no responsibility arising from such disposal arrangements.

**SECTION 4. COMPENSATION**

- 4.1 CUSTOMER agrees to pay CONTRACTOR in accordance with the project specific proposal or applicable rate sheet (hereinafter "Rates" which is attached hereto in Appendix A and is hereby incorporated by reference) for Services provided including but not limited to portal-to-portal labor and equipment activities, standby activities, and specified minimums.
- 4.2 CONTRACTOR will present its invoices to CUSTOMER on the first business day of each month for the Services provided hereunder. CUSTOMER agrees to pay the full amount of each invoice within thirty (30) days of the date of receipt of said invoice by CUSTOMER. CONTRACTOR'S delay in presenting an invoice on the required day will waive CUSTOMER'S duty to pay within thirty (30) days. CUSTOMER agrees to dispute invoice charges in writing to the CONTRACTOR within seven (7) days of receipt of invoice. CUSTOMER waives the right to dispute any charges not disputed within such seven (7) day period.
- 4.3 CUSTOMER agrees that interest shall accrue and will be paid to CONTRACTOR on any unpaid balances (including during any insurance review) after thirty (30) calendar days of the timely receipt of invoice by CUSTOMER at the rate of one and one half percent (1.5%) per month or the maximum amount allowed by law, whichever is greater.
- 4.4 Any and all invoice discrepancies shall be received in writing no more than 30 days from date of original invoice to be considered for adjustment.
- 4.5 In the event that work is suspended or terminated for any reason prior to the completion of the services, CUSTOMER agrees to pay for labor, equipment, materials, disposal and other costs incurred by CONTRACTOR at the agreed Rates.
- 4.6 CUSTOMER agrees to pay CONTRACTOR in accordance with the agreed Rates for CONTRACTOR activities, at CUSTOMER'S request, in connection with any litigation, litigation support or testimony related to the work performed by CONTRACTOR pursuant to this Agreement.
- 4.7 If CUSTOMER submits CONTRACTOR'S invoice for insurance coverage, CONTRACTOR will provide reasonable information, as requested in writing, by the insurance company to assist CUSTOMER in its pursuit of reimbursement from the insurance company. CUSTOMER is liable to CONTRACTOR for any and all invoice amounts regardless of coverage by CUSTOMER'S insurer.
- 4.8 CUSTOMER understands and agrees that it will pay CONTRACTOR for the Services contemplated hereunder regardless of fault of another party for causing such Services to be necessary and without regard as to the actual property owner.

**SECTION 5. CHANGES IN WORK**

- 5.1 Modifications, including assignments, to the Agreement shall be effective only if in writing and signed by the CUSTOMER and CONTRACTOR.
- 5.2 CUSTOMER agrees to pay CONTRACTOR at the agreed Rates for any costs incurred or delays resulting from any site condition which threatens safety of persons or property during the performance of the Services.
- 5.3 If any change occurs during the term of this Agreement with respect to any laws, rule, regulations, or ordinances which affect the rights or obligations of CUSTOMER or CONTRACTOR under this Agreement, or the applicability of any taxes or fees, or the cost of handling waste materials, CUSTOMER and CONTRACTOR shall negotiate in good faith to bring this Agreement into conformance with such change or changes. In the event that such agreement cannot be reached, CONTRACTOR shall have the right to terminate this Agreement upon forty-eight (48) hours prior notice to CUSTOMER.

**SECTION 6. INSURANCE**

6.1 CONTRACTOR shall keep in effect during the term of this Agreement the following insurance coverage:

<u>COVERAGE</u>	<u>LIMITS</u>
Workers Compensation:	\$1,000,000 Each Accident/ \$1,000,000 Disease Each Employee/ \$1,000,000 Disease Policy Limit
Auto Liability:	\$1,000,000 CSL Liability for Owned, Hired and Non-Owned Autos
General Liability:	\$2,000,000 per Occurrence/ \$2,000,000 Aggregate
Pollution Liability:	\$3,000,000 Per Occurrence/ \$3,000,000 Aggregate
Professional Liability:	\$1,000,000 per Occurrence/ \$2,000,000 Aggregate
Umbrella/Excess:	\$10,000,000 per Occurrence/ \$10,000,000 Aggregate
EPL:	\$3,000,00 per Claim/ \$3,000,000 Aggregate

General Aggregate shall apply separately to the project prescribed in Appendix A. It is expressly understood and agreed on by the Contractor that the insurance requirements specified above, contemplate the use of occurrence liability forms. The Town of Lansing and its officers, employees, agents and elected officials are to be included as Additional Insured's on a primary and noncontributory bases.



All Insurance will be written with insurance carriers licensed by the New York State Office of Financial Services and have a Best's rating of A XI or better. Proof of insurance will be provided on the Acord Certificate of Insurance, Acord 25 and Acord 855, or insurance company certificate. All Certificates will contain a 30-day notice of cancellation, non-renewal or material change to Customer. All Certificates of Insurance will be signed by a licensed agent or authorized representative of the insurance company. Certificates of Insurance and an insurance binder will be submitted to the Customer within 15 days of the date of this Agreement.

Proof of NYS Workers' Compensation and NYS Disability Benefits (Coverages A and B) will be provided on applicable NYS forms and include a Waiver of Subrogation clause.

## **SECTION 7. INDEMNIFICATION**

- 7.1 CONTRACTOR agrees to indemnify and hold harmless CUSTOMER, its directors, officers, employees and agents from and against any and all costs, liabilities, claims, demands and causes of action including, without limitation, bodily injury to or death of any person or destruction of or damage to any property, except natural resource and other damages as provided in Section 8.3, which CUSTOMER suffer, incur, or pay out, to the extent such are caused by the negligence or willful misconduct of CONTRACTOR, its agents or employees during the performance of the Agreement or CONTRACTOR'S failure to comply with any laws, regulations or lawful authority of failure to comply with its obligations under this Agreement; except to the extent such liabilities, claims, demands and causes of action result from CUSTOMER'S failure to comply with any laws, regulations or other lawful authority, or CUSTOMER'S failure to comply with its obligations under this Agreement or result from the negligence or willful misconduct of CUSTOMER, its employees or agents.
- 7.2 CUSTOMER shall indemnify and hold harmless CONTRACTOR, its parent and affiliated companies and their respective directors, officers, employees and agents from and against any and all costs, liabilities, claims, demands and causes of action including, without limitation, any bodily injury to or death of any person or destruction of or damage to property which CONTRACTOR may suffer, incur, or pay out to the extent such are caused by the negligence or willful misconduct of CUSTOMER, its employees or agents or the failure of CUSTOMER to comply with any laws, regulations or other lawful authority or the failure of CUSTOMER to comply with its duties or obligations under this Agreement; except to the extent such liabilities, claims, demands and causes of action result from CONTRACTOR'S failure to comply with any laws, regulation or lawful authority, or CONTRACTOR'S failure to comply with its obligations under this Agreement or result from the negligence of willful misconduct of CONTRACTOR, its employees or agents.
- 7.3 Notwithstanding the foregoing, CUSTOMER shall indemnify, defend and hold harmless CONTRACTOR, its parent and affiliated companies and their respective directors, officers, employees, agents and subcontractors from and against any and all costs, liabilities, claims, demands and causes of action for pollution damages; contamination or adverse effects on the environment; destruction of, damage to, or loss of, whether actual or alleged, any property or natural resources, including the cost of assessing the damage; injury to or economic losses resulting from destruction of real or personal property; damages for loss of subsistence use of natural resources; damages equal to the loss of profits or impairment of earning capacity due to the injury, destruction or loss of real property, personal property or natural resources; damages for net costs of providing increased or additional public services; removal cost; and any other costs assessable under the Oil Pollution Act, the Comprehensive Environmental Response, Liability and Compensation Act or other local, state, or federal law or lawful authority applicable to discharges, releases or spills of hazardous or non-hazardous substances which they, individually or collectively, may suffer, incur, or pay out in connection with, or arising out of the Event.
- 7.4 The rights and obligations of the parties under this Agreement shall inure to the benefit of and shall be binding upon the legal representatives, heirs, and assigns of the parties.

## **SECTION 8. EXCUSE OF PERFORMANCE**

- 8.1 The performance of the Agreement, except for the payment of money for Services already rendered, may be suspended by either party in the event performance of this Agreement is prevented by a cause or causes beyond the reasonable control of such party. Such causes include but are not limited to: acts of God, war, riots, fire, explosion, inclement weather, Force Majeure, labor disputes, strikes and lock-outs. The party which is prevented from performing by a cause beyond its reasonable control shall use its best efforts to eliminate such cause or event.

## **SECTION 9. TERMINATION**

- 9.1 This Agreement may be terminated by either party upon forty-eight (48) hours prior notice to the other party.

## **SECTION 10. NOTICE**

- 10.1 NOTICE – Any notice required or permitted to be given under this Agreement shall be sufficient if in writing and delivered by certified mail or email to the addresses listed below:

Contractor:

Momentum Environmental Solutions, LLC  
6810 Industrial Park Rd  
Bath, NY 14810



Atten: William A. Hunter  
[bhunter@momentumenvironmental.com](mailto:bhunter@momentumenvironmental.com)

Customer  
Mike Moseley  
Town of Lansing  
10 Town Barn Road  
Lansing, NY 14882

[mmoseley@lansingtownny.gov](mailto:mmoseley@lansingtownny.gov)



## SECTION 11. TRANSPORTATION AND DISPOSAL PROVISIONS

- 11.1 **WASTE PROFILE FORM.** CUSTOMER shall provide CONTRACTOR with a detailed, accurate, written Waste Profile Form. If CONTRACTOR determines that the waste is not in conformance with the Waste Profile Form or other required description, CONTRACTOR may refuse to have such waste picked up and delivered.
- 11.2 **TRANSPORTATION.** At CUSTOMER's request, CONTRACTOR shall provide the Manifest(s) to CUSTOMER for CUSTOMER's review and approval. CUSTOMER shall remain responsible for the accuracy of the Manifest(s). CUSTOMER shall ensure that all waste shall be properly classified, described, packaged, marked, labeled and in proper condition for transportation and disposal according to Applicable Laws. CUSTOMER shall be responsible for selection of appropriate containers and packaging the waste in compliance with Applicable Laws. Acceptance by CONTRACTOR of any waste shall not constitute evidence that any drums or containers at the time of acceptance had no defects and were not in a damaged or unsecured condition that would impose an obvious risk to their integrity during transportation or hamper their handling during treatment, storage, or disposal processing. Except as otherwise expressly set forth in writing, CUSTOMER shall have the responsibility for loading Waste. CONTRACTOR shall be responsible for the proper baffling, handling, and transporting of Waste during transit.
- 11.3 **NONACCEPTANCE.** In addition to CONTRACTOR'S' other rights set forth in the Agreement, CONTRACTOR reserves the right to decline to accept for transportation any waste which, in its judgment, it cannot transport in a lawful manner or without a risk of harm to public health or the environment or which cannot be handled economically due to: (i) a change in the Facility; (ii) Applicable Laws; or (iii) other factors beyond CONTRACTOR'S' reasonable control.
- 11.4 **FACILITY REJECTION.** If a Facility refuses to accept waste for any reason, CONTRACTOR shall: (i) immediately provide notice of such refusal to CUSTOMER and (ii) cause such waste to be returned to the Site or to such other location designated by CUSTOMER and acceptable to CONTRACTOR. CUSTOMER shall pay all costs and expenses incurred by CONTRACTOR in connection with the receipt, handling, temporary storage and return of such waste to the Site or to such other location as provided herein. If the parties are unable to mutually agree upon the disposition of such waste within twenty-four (24) hours after notice, CONTRACTOR shall cause the waste to be returned to the original pick-up location.
- 11.5 **INSPECTION.** CONTRACTOR in its sole discretion, shall have the right (but not the duty or obligation) to cause to be inspected, examined, tested and analyzed at any time tendered waste; provided, however, that the failure by CONTRACTOR to cause such inspection, examination, testing and/or analysis of the waste shall not relieve CUSTOMER of any of its covenants and obligations under the Agreement nor shall any such failure be deemed a waiver by CONTRACTOR of any rights and remedies it may have against CUSTOMER. The cost of any tests that reveal that any waste tendered for disposal at a Facility is not acceptable waste shall be borne by CUSTOMER.
- 11.8 **REPRESENTATIONS.**
- CONTRACTOR represents and warrants to CUSTOMER that CONTRACTOR will cause the waste to be transported in a safe and workmanlike manner and in full compliance with Applicable Laws.
- CUSTOMER represents and warrants to CONTRACTOR as follows: (i) the classification, description, packaging, marking and labeling of waste shall be accurate, complete and in compliance with applicable laws; (ii) CUSTOMER shall tender only acceptable waste; (iii) CUSTOMER has disclosed all known constituents of the waste; and (iv) the waste tendered to CONTRACTOR shall conform to the description in the Data Collection Form.

## SECTION 12. ADDITIONAL PROVISIONS

- 12.1 **WAIVER** – Any waiver by either party of any provision or condition of this Agreement shall not be construed or deemed to be a waiver of any other provision or condition of this Agreement, nor a waiver of a subsequent breach of the same provision or condition.
- 12.2 **SEVERABILITY** – If any section, subsection, sentence, or clause of this Agreement shall be deemed to be illegal, invalid or unenforceable for any reason, such illegality, invalidity or unenforceability shall not affect the legality, validity or enforceability of this Agreement or other sections of this Agreement.
- 12.3 **ENTIRE AGREEMENT** – This Agreement and exhibits to this Agreement represent the entire understanding and agreement between CUSTOMER and CONTRACTOR and supersede any and all prior agreements, whether written or oral, that may exist between the parties regarding the same. Additional, conflicting, or different terms on any Purchase Order or other preprinted document issued by CUSTOMER shall be void and are hereby expressly rejected by CONTRACTOR.
- 12.4 **SURVIVAL** – Any provision of this Agreement setting forth an obligation or duty which by its very nature cannot be performed during the actual life of this Agreement shall be deemed to survive expiration, termination, completion, or cancellation of the Agreement.
- 12.5 **APPLICABLE LAW** – This Agreement shall be interpreted and enforced according to the Laws of the State of Ohio.
- 12.6 **BINDING EFFECT** – The rights and obligations of the parties under this Agreement shall inure to the benefit of and shall be binding upon the legal representations, heirs, and assigns of the parties.



- 12.7 JURISDICTION AND VENUE – All disputes arising under this Agreement (other than disputes for which specific performance or other injunctive relief may be sought because monetary damages are inadequate) shall be filed exclusively in the applicable jurisdiction in the State of New York. Each of the parties agrees to voluntarily submit to, and irrevocably consent to the exclusive jurisdiction of such courts and to waive and agree not to assert any defense of lack of personal jurisdiction, improper venue or forum non-conventions.
- 12.8 TAXES – Any and all taxes now or hereafter imposed on the Work to be performed, materials to be furnished, or upon the Agreement itself, or upon any matter in connection herewith will be paid by the Contractor, it is being the intention of the parties hereto that in no event shall such taxes be borne by the Customer. However, the Contractor, in performing public work, may avail itself of the Customer's tax exemption certificate/number, but does so at its sole risk.
- 12.9 PUBLIC WORK REQUIREMENTS – This is an Article 8 Public Work Project subject to New York State Labor Law § 220 and § 222; Article I, § 17 of the State Constitution and Executive Law §§ 291-299 covering prevailing wage schedules, overtime rules, dust hazards, affirmative action prohibitions against discrimination, equal opportunity employment and EEO Utilization Plan compliance. All prevailing wage and public works requirements will apply to this Agreement and this Work and are hereby expressly incorporated in this job.

The Contractor and every subcontractor, if any, will submit to the Customer, within thirty (30) days after issuance of its first payroll and every thirty (30) days thereafter, a transcript of the original payrolls, subscribed and affirmed as true under penalty of perjury. The filling of payrolls with the Customer is a condition of payment. The Contractor for any underpayments of prevailing wages or supplements by any subcontractor.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the day and year first above written:

Momentum Environmental Solutions, LLC  
Contractor

Mike Moseley  
Customer

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title



APPENDIX A

Contractor Rate Sheet