



February 27, 2026

Town of Lysander,

Dear Kevin,

Thank you for your interest in our cleanup and remediation service. As the world's leading 24/7 Emergency Response Information Provider (ERIP), CHEMTREC® is committed to improving industry safety by helping companies like Town of Lysander effectively manage your incidents.

For over 50 years we, as a service of the American Chemistry Council (ACC)¹, have proudly served the hazardous materials industry as the chosen service partner and provider for many companies around the world – large and small. Our service incorporates unmatched experience of our highly trained emergency service specialists and advanced technical resources to provide a network of immediate critical response information and advice to callers at the scene of a leak, spill, fire, exposure, or accident, while also helping companies like yours achieve compliance with international regulatory requirements. Our comprehensive emergency response capabilities now include a specialized cleanup and remediation service, allowing us to support customers through every phase of an incident—from initial response to complete recovery.

I want to thank you again for your interest in CHEMTREC, it would be our privilege to serve your emergency response needs as we have for so many other notable companies. Please contact me if you have any questions or if there are specific details you would like to discuss further as we are dedicated to providing a smooth and efficient process for your company's needs.

I look forward to hearing from you.

Kind regards,

Bexar (“Bear”) Brown

Sales Consultant

CHEMTREC®

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bbrown@chemtrec.com | www.chemtrec.com



[Section 1: Cleanup and Remediation Statement of Work](#)

¹ CHEMTREC, LLC is wholly owned by the American Chemistry Council, Inc.



CHEMTREC Cleanup and Remediation Subscription

Description of Service	1-Year Agreement
CHEMTREC will provide Cleanup and Remediation services based on an annual subscription. Subscribing to the service allows your company to have access to: <ul style="list-style-type: none">• Account management activation• Prenegotiated rates• Priority service• Access to CHEMTREC network of best-in-class support	\$100 annual subscription

Cleanup and Remediation Rates

CHEMTREC will invoice customer separately based on cleanup and remediation projects completed. Hourly rates may be applied for consulting services. Emergency spill management services include:

- **Mobilization:** One call to our 24/7 emergency number and we take it from there mobilizing our pre-qualified emergency response contractor(s) to the incident site with detailed manpower and equipment requirements.
- **Site Coordination:** Incident Managers communicate as required with first responders; Fire Departments, D.O.T., Law Enforcement, Federal, State, and Local Regulatory Agencies, that a contingency plan is in effect and an emergency response contractor is in route to the site. Coordinates the responders' activities preventing duplication of efforts and minimizing spill impact until the response contractor arrives.
- **Task-by-Task Monitoring:** Monitoring of the response contractor verifying that scope of work, manpower, equipment, and disposal are authorized and executed according to an incident task order.
- **Waste Management:** Waste management disposal options are evaluated based on the incident to determine the most cost-effective and proper methods of disposal.
- **Invoice Auditing:** Invoice auditing is performed to verify the authorization of the scope of work performed and that costs associated with contractor services are billed correctly, matching pre-negotiated rate sheets between CHEMTREC and the contractor to keep costs as low as possible.
- **Closure Report:** Once complete, final closure reports are filed with the appropriate environmental regulatory agencies with copies provided to our customers.

Generator acknowledges that unforeseen circumstances may impact final disposal costs. Circumstances may include, but are not limited to changing transportation rates, demurrage, non-conforming wastes,



unforeseen labor expenses, condition of containers, or other necessary changes to the packaging, transport, handling, and final disposition of the material.

This offering is designed to meet the increasing demand for the professional management of "small" or "incidental" hazardous materials releases. CHEMTREC cleanup and remediation services cover:

- Incidents within defined geographic locations. These locations include the domestic United States contiguous 48 states, excluding California.
- The material must not be reasonably believed, at the time of project initiation, to negatively impact any permeable surface within a specified distance (.25 miles/1,320 feet) of navigable water or be in direct proximity to any waterbody where potential incidents could reasonably endanger aquatic life or compromise the quality of drinking water.
- Incident materials involve hazard class 1-5 or 8.
- Incident involves a small release. Small release is generally equal to or less than 55 gallons, 200 pounds, or 200 cubic feet of a gas, as defined in the Emergency Response Guidebook (ERG).
- Incident must not involve known medical exposure (i.e., persons are knowingly exposed above OSHA Short-term Exposure Limits (STEL) to materials involved in the incident).

CHEMTREC Cleanup and Remediation Rates

Description of Service	Price
Incident manager/technical specialist	\$105.00/Hour
Incident and administrative support	\$80.00/Hour
Senior incident manager	\$110.00/Hour
After hours	\$90.00/Incident
Onsite incident management	\$160.00/Hour
RCRA compliance specialist	\$125.00/Hour
Onsite waste technician	\$140.00/Hour
Principal	\$170.00/Hour
Professional geologist	\$140.00/Hour
Subcontractor	Cost will be provided on the invoice and will depend on resources used for the incident.

Notes:

- *Reimbursable expenses (contractors) will be billed at cost plus 10%.*



- *Standard Emergency Response rates apply to projects CHEMTREC manages remotely. In cases where Customer requests that the project is managed in the field, onsite management rates will be applied. CHEMTREC will obtain approval from Customer prior to mobilizing management personnel to the site.*
- *CHEMTREC regular business hours are Monday – Friday, 9:00 a.m. – 6:00 p.m. EASTERN Time. CHEMTREC overtime rates are replaced with a flat \$90 per incident charge. This charge will be assessed on projects outside of the regular business hours as defined above. Subcontractor rates may include overtime.*
- *If mobilized at Customer’s direction, Customer, agrees to make payment to CHEMTREC for services rendered regardless of whether Customer or another person or entity is legally responsible for remediation of the environmental conditions involved and regardless of whether Customer is entitled to reimbursement for such costs from Customer’s or from some other entity’s insurance carrier.*
- *Risk Management Fee – CHEMTREC reserves the right to charge a markup on contractor costs to offset the higher risk and insurance coverage expense, particularly on projects that are bulk loads or hazardous materials. Such mark-up may be categorized on the invoice as a Risk Management Fee at the time of final invoicing.*

Section 2: Master Service Agreement

This Master Services Agreement (“**Agreement**”), effective date of signature (the “**Effective Date**”), is by and between CHEMTREC, LLC, a Virginia limited liability company (“**CHEMTREC**”) and Town of Lysander (“**Customer**”).

CHEMTREC and Customer shall be referred to herein from time to time individually as a “**Party**” and collectively as the “**Parties**”.

The Parties hereby agree as follows:

1. This Agreement comprises:
 - (a) This Agreement comprises master services agreement including the Particulars referenced in the Scope of Work proposal;
 - (b) CHEMTREC’s General Terms and Conditions (“**General Terms**”); a copy of which can be viewed and downloaded at <https://www.chemtrec.com/terms>; and
 - (c) As applicable, any SOW (as defined in the General Terms) and/or Supplement(s) (as defined in the Particulars).

all of which are incorporated by reference into this Agreement and embody the entire agreement between the Parties.

2. Capitalized terms used in this Form of Contract (including the Particulars and any SOW or Supplement(s)), but not defined herein shall have the meaning given to such terms in the General Terms.
3. In the event of any conflict between the documents forming part of this Agreement, unless agreed otherwise in writing between the Parties, the following order of precedence shall apply:



- (i) (if applicable) the Supplement for a given SOW;
 - (ii) the applicable SOW for the relevant Services, if any;
 - (iii) the Particulars;
 - (iv) the Form of Contract; and
 - (v) the General Terms.
4. After executing this Agreement and/or a SOW, the Parties may mutually agree to the provision by CHEMTREC of additional Services than the Services originally contemplated in these Particulars and/or a SOW by executing a supplement (together with any schedules, exhibits, attachments, appendices or annexes thereto, a “**Supplement**”). Unless agreed otherwise in writing in the corresponding Supplement, such Supplement shall be subject to the terms of this Agreement in accordance with the order of precedence set forth in Section 3 above. For the avoidance of doubt, SOWs and/or Supplements are not binding on the Parties until fully executed by authorized representatives of each Party.
5. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.
- Cleanup and Remediation Particulars: <https://www.chemtrec.com/masterservices-particulars>

END OF MASTER SERVICES AGREEMENT

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

Organization: _____

Name: _____

Title: _____

Signature: _____

Date: _____



Section 3: Waste Authorization Letter

Dear Kevin,

This letter authorizes CHEMTREC, LLC and its subcontractors to sign waste profiles and manifests generated during emergency response activities on behalf of Town of Lysander by signing “as agent Town of Lysander”, thereby expediting the disposal and closure process.

Please sign and return to your sales representative as soon as possible since disposal cannot occur until this is executed.

If there are questions or any further information is required, please contact your sales representative.

Respectfully,

CHEMTREC Emergency Response Team

Authorization to sign provided by:

Organization : _____

Name: _____

Title: _____

Signature: _____

Date: _____