



# CHEM-AQUA<sup>®</sup>

We Treat Your Water Right<sup>®</sup>

## Water Quality Assurance Program Agreement

for

**PLUM BOROUGH SCHOOL DISTRICT  
900 ELICKER RD  
PLUM, PA 15239**

From 08/14/2010 to 08/13/2011      Annual service Program No. 00000909

The Chem-Aqua Water Quality Assurance Program is designed to assure that the water in your heating / cooling system will permit the system to have the useful life for which it was designed.

### System Components

This program relates to chemicals to be used in the following system components:

#### **System Description / Specification**

1 - 250 TONS BAC Induced Draft Cooling Tower

### Program Initiation Services

- \* Chem-Aqua will conduct a survey of your equipment prior to start-up and recommend the correct chemicals.
- \* Chem-Aqua will provide product safety information on all Chem-Aqua products used in your system.
- \* Chem-Aqua will provide a guide to monitoring your system.
- \* Chem-Aqua will collect samples of system water for analysis by Chem-Aqua.

### Chem-Aqua Will

1. Provide those products listed below for your water treatment program during the scope of this program
2. Maintain, adjust or replace Chem-Aqua Supplied Equipment in accordance with ongoing laboratory recommendations. Chem-Aqua does not provide parts or mechanical services nor does Chem-Aqua warrant the mechanical conditions of the System.
3. Provide On-site Water Testings and Supply a Field Test Report to the PLUM BOROUGH SCHOOL DISTRICT's system
4. Should PLUM BOROUGH SCHOOL DISTRICT elect to send in samples, Chem-Aqua will provide a print out of laboratory analysis of system water sample provided by customer.
5. Provide a consultation concerning maintenance of system water quality.

### Products

Chem-Aqua will Provide the following compatible water treatment products required to maintain the quality of water going into the systems:

**CHEM-AQUA 15000  
CHEM-AQUA 999  
MB-215/ANCOCIDE 4070  
578C - Description Not Found  
AQUASPERSE**

\* See Product Data Sheet(s) for detailed information.

**EQUIPMENT RECOMMENDED:**

## COMBI DIP SLIDE

\* See Technical Sheet(s) for detailed information.

### Customer's Obligation

1. Customer represents that the system is presently in Excellent condition and was last:

Inspected N/A by N/A  
Descaled N/A by N/A  
Eddy Current N/A by N/A

2. Customer will provide Chem-Aqua reasonable access to the system and to its premises during normal working hours.
3. Customer will install the required equipment with any necessary supervision provided by Chem-Aqua.
4. If Chem-Aqua determines that repairs to the system are required to minimize loss of water treatment and water, customer will cause such repairs to be made at its expense. Chem-Aqua will not be responsible for losses due to mechanical failure/leakage.
5. Customer will perform routine cleaning of cooling towers and condensor systems and boilers.
6. Customer will perform routine maintenance and repairs of equipment as recommended by equipment manufacturer or mechanical contractor.
7. Customer will, at the end of this agreement, return any loaned equipment to Chem-Aqua in good condition, given normal wear and tear, within thirty (30) days after termination, otherwise Chem-Aqua will invoice customer for equipment.

### Terms and Conditions

Chem-Aqua has no responsibility for conditions such as scale or corrosion which existed prior to application of its products or for damages due to customer's failure to properly operate or maintain equipment.

For the above service, equipment and product, Chem-Aqua will invoice customer \$6600.00 annually plus taxes, shipping and handling if applicable. Chem-Aqua's terms are Net 10 days. Billing to start 09/01/2010.

This agreement shall be in effect from the date it is signed by customer and Chem-Aqua, and shall remain in effect until canceled by either party by submitting a 30 day written notice of cancellation. After the initial 12 months, Chem-Aqua may be obliged by business conditions to have a general price increase on the chemical products used in the performance of this program; the amount billed customer may be adjusted appropriately.

Delinquent invoices for products, equipment and services may result in termination of Chem-Aqua's contractual obligations under this agreement. Customer will be responsible for payment of all products/equipment shipped and services rendered prior to the cancellation of program. Chem-Aqua employees are covered by the Chem-Aqua Workers's Compensation Insurance. Chem-Aqua will hold customer harmless from any claims from Chem-Aqua employees resulting from accidents on customer's premises.

All disputes or claims arising out of or relating to this agreement or breach thereof, shall be subject to final and binding arbitration by a panel of three neutral arbitrators in accordance with the rules of American Arbitration Association ("Association"). The arbitration shall be held at the regional office of the Association closest to the site where the water treatment service has been provided. The parties agree to the reasonable exchange of information before the hearing, about the disputed claims, including an opportunity to review records, interviews of the parties' employees, and reasonable access to Customer's facility and equipment for inspection and testing.

Prices for the program were computed from load specifications and equipment operating schedule provided

by KEN STANCLIFFE, which can be found on the attached System Analysis. If these factors vary more than 10%, the amount billed may have to be adjusted appropriately to reflect the changes actually occurring.

Communications to Chem-Aqua shall be made to Chem-Aqua Sales Representative, John Mayer  
Phone:412-889-0355, or Chem-Aqua Headquarters (800) 527-9919. Address all correspondence to:

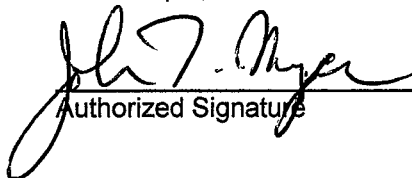
CHEM-AQUA  
Building 5 North  
P.O. Box 152170  
Irving, Texas 75015.

Communications to Customer shall be made to:

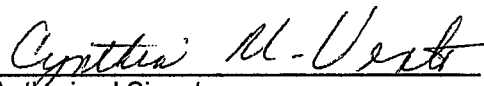
PLUM BOROUGH SCHOOL DISTRICT  
900 ELICKER RD  
PLUM, PA 15239

AGREED to this 10 day of SEPTEMBER, 2010.

Chem-Aqua, Inc.

  
Authorized Signature

PLUM BOROUGH SCHOOL DISTRICT

  
Authorized Signature  
Cynthia M. Vento  
Board Secretary