



9-21-11

TO: Barry Shaw

FROM: John Mayer

RE: Water Treatment Contract

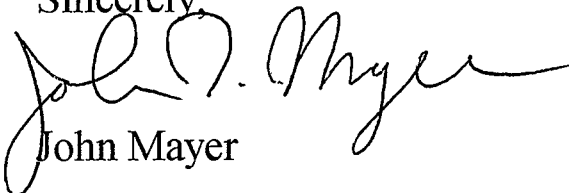
Barry,

First off, I would like to express my sincere gratitude for your business over the past years. It is truly appreciated. Believe it or not, though, it is that time when we need to renew the water treatment contract. This year's price is as follows:

- (1) Year Water Treatment Contract Including Chemicals and Services: \$6,255.00 annually.

This price reflects the Aramark National Discount price. Also, per our conversation, Chem-Aqua will no longer store the water treatment chemicals on site at any of the schools. Please be aware that that Chem-Aqua offers many different billing options, such as quarterly, monthly, twice per year, etc. Chem-Aqua will continue to provide the same level of service as always. If you have any questions, please feel free to contact me. My cell phone number is (412) 889-0355. My fax number is (412) 279-5330 and my e-mail address is [jmayer@nch.com](mailto:jmayer@nch.com). Once again, thank you for your continued support. Take care.

Sincerely,



John Mayer

Chem-Aqua, Inc.



**We Treat Your Water Right®**  
**Water Quality Assurance Program Agreement**

for

**PLUM BOROUGH SCHOOL DISTRICT**  
**200 SCHOOL ROAD**  
**PLUM, PA. 15239**

From 10/01/2011 to 09/30/2012 Annual service Program No. 00000954

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 manager.
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 999**  
**CHEM-AQUA 15000**  
**MB-215/ANCOCIDE 4070**  
**CHEM-AQUA 42171**  
**AQUASPERSE**  
**FC 101**

Chem-Aqua, Inc.

PO Box 152170 • Irving, TX 75015

34 Stouts Lane /PO Box 25 • Monmouth Junction, NJ 08852  
3300 Sunrise Ave • Suites 106 & 107 • Las Vegas, NV 89101

8401 E 33<sup>rd</sup> St. • Indianapolis, IN 46226



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

**EQUIPMENT RECOMMENDED:**

**EASY CULT COMBI DIP SLIDES  
AQUAPASS 20 MICRON FILTERS  
AQUAPASS 50 MICRON FILTERS**

\* See Technical Sheet(s) for detailed information

**Customer's Obligation**

1. Customer represents that the system is presently in Good 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 condenser 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 (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 \$6,255.00 annually plus taxes, shipping and handling if applicable. Chem-Aqua's terms are Net 10 days. Billing to start 10/15/2011.

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 payments of all products/equipment shipped and services rendered prior to the cancellation of the program. Chem-Aqua employees are covered by the Chem-Aqua's Workers Compensation Insurance. Chem-Aqua will hold customer harmless from any claims from Chem-Aqua employees resulting from accidents on customer's premises.

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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 the records, interviews of the parties' employees, and reasonable access to the Customer's facility and equipment for inspection and testing.

Prices for the program were computed from load specification and equipment operating schedule provided by BARRY SHAW, which can be found in 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.

Communication 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  
200 SCHOOL ROAD  
PLUM, PA. 15239

AGREED to this \_\_\_\_\_ day of \_\_\_\_\_.

Chem-Aqua, Inc.

PLUM BOROUGH SCHOOL DISTRICT

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Authorized Signature

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