

SUPPLY CHAIN REQUEST FOR SIGNATURE SHEET

To: John Young
From: Gerald Coyne
Telephone: 856-727-6219
Email: gerald.coyne@amwater.com
Date: 11-21-2007

Re: Agreement to Supply Potable Water Treatment Chemicals for 2008

I. Category Name: Water Treatment Chemicals (Norit Americas)

II. Monetary Value of Agreement (approximate annual spend or anticipated total spend for project) 500,000.00

III. Term of Agreement: 5 years for T&C's 1 year for pricing

IV. Category/Project Team Members:

Category Champion - John Young
Category Leads – Regional Directors of Operations
Supply Chain Lead – Gerald Coyne

V. Agreement Reviewed by:

Steve Robbins
Greg Samuels
Gerald Coyne

VI. Detailed summary of the attached Agreement: Water Treatment Chemical contract for 2008/2013 term.

REMINDER—BLUE INK IS REQUIRED FOR ALL SIGNATURES

Section I: General Contract Information

CHECK THIS BOX IF THIS IS AN AMERICAN WATER STANDARD CONTRACT (NO CHANGES MADE)

1) Contract Name*: Agreement to Supply Potable Water Treatment Chemicals for 2008 Norit Americas Inc.

2) Contract Number: _____

3a) Contract Owner* Gerald J Coyne Phone number* 856-727-6219

3b) Contract Owner taking responsibility after the contract is signed (if different than original Contract Owner):

Richard Guyer _____ Phone number 856-727-6205

4) Secondary contact name and phone number _____

5) Physical location of document(s) (office location and department name)*: Mount Laurel-Voorhees

6) Name of the American Water company entering into the contract*: American Water Works Service Company, Inc.

7) Other company or companies signing the contract*: _____

8) Contract description*: Chemicals

9) Relationship to other contracts (amendment, change order with new terms, etc.)*: _____

0a) Estimated Lifetime Contract Payments*: \$500,000.00 10b) Estimated Lifetime Contract Receipts* \$ _____

Estimated Lifetime Contract Payments should be expressed in gross

11) Effective Date*: 1-1-2008

12) Renewal terms* (check one): Perpetual unless cancelled Annual automatic renewal unless cancelled
 Monthly automatic renewal unless cancelled Not renewable
 Renewable with prior notice (notice date: ____/____/____)
 Other (describe on item 15)

13) Termination Date*: 12-31-2013

14) Termination provisions* (check all that apply): At-will by either party At-will by AW only
 At-will by other party only For cause by either party
 For cause by AW For cause by other party
 No termination provisions in contract

15) Miscellaneous Note: Renewed at end of agreement

CONTRACT APPROVAL FORM

16) Contract Type* (check only one box):

NOTE: See Appendix 1 for a description of each contract type

Contract types marked with an "F" require the prior input and approval of the Finance Department

Contract types marked with an "F\$" require the prior input and approval of the Finance Department if the total value exceeds \$100,000

Contract types marked with a "P" require the prior input and approval of the Supply Chain Department

See Instructions for description of approval process

- | | | | |
|---------------------------------|--|------------------------------------|--|
| <input type="checkbox"/> (F)(P) | Benefit/Pension Agreement | <input type="checkbox"/> (F) | Joint Venture Agreement |
| <input type="checkbox"/> | Billing/Shut-Off Agreement | <input type="checkbox"/> | Labor Agreement |
| <input type="checkbox"/> (F) | Debt/Securities Agreement | <input type="checkbox"/> (F\$(P) | Lease Agreement |
| <input type="checkbox"/> | Confidentiality Agreement | <input type="checkbox"/> (P) | License Agreement |
| <input type="checkbox"/> (F\$) | Construction Agreement | <input type="checkbox"/> (F) | Merger/Acquisition/Disposition Agreement |
| <input type="checkbox"/> | Developer Service/Main Extension Agreement | <input type="checkbox"/> (F) | Miscellaneous Agreement |
| <input type="checkbox"/> (F\$) | Easement Agreement | <input type="checkbox"/> (F) | Operating Agreement |
| <input type="checkbox"/> (F) | Employment Agreement | <input type="checkbox"/> (F\$(P) | Purchase/Sale Agreement |
| <input type="checkbox"/> (F) | Environmental Agreement | <input type="checkbox"/> | Rate Agreement |
| <input type="checkbox"/> (F) | Financial Agreement | <input type="checkbox"/> (F\$(P**) | Services Agreement |
| <input type="checkbox"/> | Fire Protection Agreement | <input type="checkbox"/> (F) | Settlement Agreement |
| <input type="checkbox"/> (F) | Franchise Agreement | <input type="checkbox"/> (P) | Supply Agreement |
| | | <input type="checkbox"/> (F) | Water Supply/Wastewater Agreement |

** - Only when the company is receiving the services

17) If the contract contains a payment commitment by AW in future years (such as a long-term supply agreement or lease), fill out the following schedule*:

Year	Commitment Amount (in \$'s)
2007	
2008	
2009	
2010	
2011	
2012	
2013	
2014	

Year	Commitment Amount (in \$'s)
2015	
2016	
2017	
2018	
2019	
2020	
2021	
2022 and beyond	

*Mandatory information

Part

CONTRACT APPROVAL FORM

Section II: Approvals

Business Unit Review:

CONTRACT OWNER*

_____ (Name) _____ (Signature) _____ (Date)

By checking this box, Contract Owner represents he/she has reviewed the Delegation of Authority and is authorized to sign the contract:

CONTRACT SIGNER (only if Contract Owner does not have authority to sign contract pursuant to the DOA; see instructions)

John S. Young, JR. *[Signature]* *3.5.08*
 _____ (Name) _____ (Signature) _____ (Date)

Law Department Review by:

ATTORNEY*

Steve R. [Signature] *[Signature]* *3/09/08*
 _____ (Name) _____ (Signature) _____ (Date)

Finance Department Review by:

_____ (Name) _____ (Signature) _____ (Date)

Check box if Finance Department review is not required:

Supply Chain Department Review by:

Gerald J Coyne *[Signature]* **10-22-2007**
 _____ (Name) _____ (Signature) _____ (Date)

Check box if Supply Chain Department review is not required:

Comment (use back if necessary)

Comment (use back if necessary)

Comment (use back if necessary)

Comment (use back if necessary)

*Mandatory information

Basic Contract Approval Process

See full instructions below for definitions and explanations.

Standard Contracts:

1. The Contract Owner fills in the blanks on the standard contract form and makes no other changes to the contract.
2. The Contract Owner and other party sign the contract.
3. The Contract Owner completes and signs the Contract Approval Form. One Contract Approval Form may cover multiple contracts for a given time period (contact the regional Law Department for specific procedure).
4. The Contract Owner scans the Contract Approval Form and the contract into .pdf format and transmits both (as separate files) to the regional Law Department (contact the regional Law Department for specific procedure). If one Contract Approval Form is used to cover multiple contracts, each contract must be scanned as a separate file.
5. The original signed contract is maintained per existing document retention policies.

Non-Standard Contracts

1. The Contract Owner contacts the Law Department for assistance with negotiating and reviewing the contract.
2. The Contract Owner determines whether the Finance Department and/or the Supply Chain Department are required to review and approve the contract before it is signed (see the Contract Approval Form for contract types and required approvals).
3. The Contract Owner notifies the Finance Department and/or Supply Chain Departments if required.
4. The Contract Owner, lawyer(s) and appropriate Finance Department and/or Supply Chain Department personnel negotiate and review the contract.
5. The Contract Owner completes and signs the Contract Approval Form.
6. If the Contract Owner does not have authority to sign the contract pursuant to the Delegation of Authority, a Contract Signer must also sign the Contract Approval Form.
7. The Contract Owner distributes the Contract Approval Form and final form of agreement to the lawyer and the finance personnel and/or supply chain personnel responsible for reviewing the contract, as required.
8. The lawyer, finance personnel and supply chain personnel responsible for reviewing the contract review and approve the contract, sign the Contract Approval Form and return the signed Contract Approval Form to the Contract Owner.
9. The Contract Owner (or Contract Signer) and the other party sign the contract.
10. The Contract Owner scans the Contract Approval Form and the contract into .pdf format and transmits both (as separate files) to the regional Law Department (contact the regional Law Department for specific procedure).
11. The original signed contract is maintained per existing document retention policies.

Instructions for use of Contract Approval Form

Before any contract can be entered into on behalf of any American Water entity, this Contract Approval Form must be properly completed and signed by the persons described below. Once the contract is signed by all parties, a copy of the contract and this completed form must be scanned into .pdf format (as separate files) and sent to the Law Department for indexing. Consult with your regional Law Department with respect to filing/storage of the physical document and scanning procedures. The index will be used by the Finance Department to identify the contracts necessary to compile the company's financial statements and other disclosure obligations.

This form must be used for all contracts, amendments to existing contracts, and any "statements of work" or "change orders" that change the obligations of the parties to the contract. For example, a statement of work that describes the specific obligations of the parties that are referred to generally in the contract, but does not change the amounts or timing of any payments under the contract does not require a new Contract Approval Form and process. A statement of work that describes the specific obligations of the parties, but increases or for the first time specifies the amount of payments due under the contract, or changes the payment schedule from weekly to monthly would require a new Contract Approval Form and process.

All contracts must be reviewed and approved in accordance with the Delegation of Authority ("DOA") and the Code of Ethics. All contracts that are not pre-approved standard contracts must be reviewed by an attorney in the Law Department. All contract types marked "F" below must be reviewed by a member of the Finance Department. All contract types marked "F\$" must be reviewed by a member of the Finance Department if the total lifetime payments for the contract (item 10a below) exceeds \$100,000. All contract types marked "P" must be reviewed by a member of the Supply Chain Department.

The Law Department has created certain pre-approved standard contract forms with some terms left blank. If you are using one of these pre-approved standard contract forms and no changes are made to the form except for filling in the blanks, unless the total value of the contract exceeds \$100,000, Law Department review and approval NOT required before the parties sign the contract. If you are not sure if the contract you are using is a pre-approved standard contract form, consult the Law Department. Standard contracts still need to be collected and sent to the Law Department. Consult the Law Department for specific transmittal procedures for standard contracts.

For purposes of American Water contract administration policies and practices, contract review requires the active participation of the Law, Finance or Supply Chain Department reviewer in establishing the terms of the contract relevant to their area of expertise. The level of involvement by a Law, Finance or Supply Chain Department reviewer, when applicable, is determined by Law, Finance and Supply Chain Department policies and practices. Only Law Department personnel are authorized to engage outside counsel to assist in the negotiation or review of a contract. Contract owners must contact the Law Department and Supply Chain Department (if Supply Chain Department review is required) before any negotiation of terms occurs to determine the extent to which those departments will be involved in the negotiation process and when that will occur. Failure to do this may result in a termination of contract negotiations. Contract owners should also contact the Finance Department early in the contracting process if the contract type requires Finance Department review and approval prior to signing the contract.

The contract owner (who is identified in item 3a) is responsible for obtaining all necessary reviews and approvals well before signing the contract. By signing the Contract Approval Form, the contract owner acknowledges that he or she: (1) has primary responsibility for negotiating and agreeing to the terms of the contract, and (2) has followed all American Water policies and practices (including the Code of Ethics) that apply regarding the subject matter of the contract. Unless otherwise indicated on the Contract Approval Form, the contract owner is responsible for managing the company's obligations under that contract. If the contract owner will not be responsible for managing the company's obligations under the contract after it is signed, the person who will have such responsibility must be named on the Contract Approval Form (see item 3b).

If the contract owner does not have authority under the DOA to sign the contract, the contract owner must obtain the approval of another employee in their business unit that has sufficient authority to sign the contract. This second employee is the "contract signer". By signing the Contract Approval Form, the contract signer

acknowledges that he or she is the proper party to approve and physically sign the contract pursuant to the DOA and all other American Water policies and practices regarding the subject matter of the contract.

The Law Department reviewer is the attorney responsible for providing advice and counsel to the contract owner regarding legal issues related to the contract. By signing the Contract Approval Form, the attorney acknowledges that he or she reviewed the contract in a manner consistent with Law Department policies and practices in that attorney's judgment. An attorney may use one Contract Approval Form to approve several standard contracts at the same time if the standard contracts comply with the Law Department's procedures established for standard contracts.

The Finance Department reviewer, if required, is responsible for providing financial advice to the contract owner and acting as an interface with the Finance Department, so that the Finance Department can take appropriate actions with respect to the completion of the contract. By signing the Contract Approval Form, the Finance Department reviewer acknowledges that he or she reviewed the contract and relayed any accounting or finance issues to the Finance Department or other required department in a manner consistent with Finance Department policies and practices.

The Supply Chain Department reviewer, if required, is responsible for confirming that the contract was negotiated and entered into in a manner consistent with Supply Chain Department policies and practices. By signing the Contract Approval Form, the Supply Chain Department employee acknowledges that he or she participated in the negotiation of the contract and that the contract was entered into in a manner consistent with Supply Chain Department policies and procedures.

EXHIBIT A**CONTRACT TYPE DEFINITIONS**

The following is the list of contract types to be used on the Contract Approval Form, along with representative examples of the types of contracts that will fit under those types. The contract types are meant to be broad categories and the descriptions and lists that follow are meant to serve as guides. Designating a contract under an inappropriate specific contract type for the sole purpose of avoiding Finance or Supply Chain Department review is strictly prohibited. If in doubt as to which contract type to use, consult with your Law Department reviewer.

All non-standard contracts must be reviewed by an attorney in the Law Department (See Instructions).

Contract types marked with an "F" require the prior input and approval of the Finance Department.

Contract types marked with an "F\$" require the prior input and approval of the Finance Department if the total value exceeds \$100,000.

Contract types marked with a "P" require the prior input and approval of the Supply Chain Department.

See Instructions for a complete description of the approval process.

<u>Contract Type</u>	<u>Description</u>
Benefit/Pension Agreement (F)(P)	All contracts relating to employee benefits, such as 401(k) management, pension management, health insurance group contracts, union benefit/pension agreements
Billing/Shut-Off Agreement	Usage data, termination and customer billing agreements
Debt/Securities Agreement (F)	Agreements relating to the issuance of debt or securities by the company to non-affiliates, generally in a capital raising or refinancing transaction; includes related underwriting and placement agreements; does not include intercompany agreements
Confidentiality Agreement	Stand-alone non-disclosure or confidentiality agreements, such as related to an RFP or acquisition transaction
Construction Agreement (F\$)	New projects; includes prime contractor and subcontractor agreements; does not include main extension agreements or outsourced maintenance or repair provider contracts
Developer Service/Main Extension Agreement	All Developer Service or Main Extension Agreements
Easement Agreement (F\$)	All Easement Agreements
Employment Agreement (F)	Individual employment agreements, termination agreements and severance agreements; does not include union/collective bargaining or pension/benefit agreements

<u>Contract Type</u>	<u>Description</u>
Environmental Agreement (F)	Agreements with governmental authorities; does not include agreements to provide remediation services, testing, consulting or professional service agreements
Financial Agreement (F)	Agreements dealing with the company's internal financing, such as intercompany loan or capital contribution arrangements, agreements to purchase or sell securities held for investment; does not include variable interest investments (FIN 46) or joint ventures
Fire Protection Agreement	All Fire Protection Agreements
Franchise Agreement (F)	Agreement or municipal ordinance under which the company receives the right or consent of a particular town or city to provide water or wastewater service to customers located in the town or city (or a part thereof)
Joint Venture Agreement (F)	Variable interest investments (FIN 46), non-consolidated investments
Labor Agreement	Union/collective bargaining contracts and related agreements; arbitration agreements/settlements; does not include union benefit/pension agreements
Lease Agreement (F\$(P)	Real estate and equipment leases, including capital leases; includes agreements where the company is either lessor/landlord or lessee/tenant
License Agreement (P)	Software and other intellectual property agreements; does not include "shrink-wrap" software licenses or licenses to software incidental to other equipment
Merger/Acquisition/Disposition Agreement (F)	Purchase or sale of businesses, including water or wastewater system assets in the aggregate, and related agreements (letters of intent, bills of sale, assignment and assumption agreements, etc.)
Miscellaneous Agreement (F)	To be used very sparingly and only if no other category is relevant
Operating Agreement (F)	O&M, Design-Build-Operate and other agreements to operate systems owned by others; does not include subcontracts with third parties to provide services to the company
Purchase/Sale Agreement (F\$(P)	Individual purchase or sale of a specific asset not related to a joint venture or merger/acquisition/disposition, such as real estate or a single piece of equipment
Rate Agreement/Stipulation	All contracts dealing with rate issues, e.g. rate orders, stipulations, rate case consultants, etc.

<u>Contract Type</u>	<u>Description</u>
Services Agreement (F\$) (?) only if company is receiving the services	Includes agreements where the company is providing specialized services to customers and agreements where the company is engaging outside consulting firms or individuals, such as law firms, architects, etc., or purchasing services such as maintenance, outsourced construction/repair, janitorial, printing, travel, etc.; does not include such agreements relating to rate cases
Settlement Agreement (F)	Settlement of legal claims, including releases and court orders; does not include settlements involving rate cases
Supply Agreement (P)	Supply agreements negotiated by Supply Chain Department
Water Supply/Wastewater Agreement (F)	Bulk purchase or sale, sale for resale and wholesale agreements; wastewater treatment agreements



Activated Carbon

October 26, 2007

American Water Works Service Co.
Gerald Coyne
1025 Laurel Oak Road
Voorhees, NJ 08043

Re: Signed Docs and Misc.

Dear Mr. Coyne:

As requested in your e-mail correspondence dated October 5, 2007, we have completed and signed four copies of the 2008 Contract, which is attached. Also note I have attached four copies of the NSF Certificate, Certificate of Insurance and Material Safety Data Sheet.

Please contact me if I can be of additional assistance.

Regards,

Norit Americas Inc.

Danielle McKee
Inside Sales Assistant

800-641-9245 Ext. 4793
903-935-4793 direct
903-923-1003 fax
dmckee@norit-americas.com

*no pollution for self
5, million*



TO: ~~Norit Americas Inc.~~

Agreement to Supply Potable Water Treatment Chemicals For 2008

THIS AGREEMENT is dated as of the 1st day of January in the year 2008, by and between:

American Water Works Service Company, Inc.
1025 Laurel Oak Road
P.O. Box 1770
Voorhees, NJ 08043

(hereinafter called Services)

and

~~Norit Americas Inc.~~
~~PO Box 790~~
~~3200 University Avenue~~
~~Marshall, TX 75672~~

(hereinafter called Chemical Supplier)

Agreement to Supply Potable Water Treatment Chemicals – 2008 Recitals

- A. Services desires to purchase from time to time certain Chemicals to be used in water treatment by certain of its affiliates (Users); and
- B. Chemical Supplier agrees to provide certain chemicals set forth in Exhibit A (Chemicals) to the Users in accordance with the terms of this Agreement.

NOW, THEREFORE, Services and Chemical Supplier, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1. PURCHASE TERMS

- 1.1 Chemical Supplier shall supply and deliver each chemical specified in the purchase order supplied by the User locations at the prices set forth in Exhibit A or as otherwise agreed upon in an amended Exhibit A, and in such quantities as Services may from time to time specify on such purchase orders. The quantities set forth are estimates only, and Services reserves to the right to order more or less than such quantities.
- 1.2 The Chemicals provided and delivery thereof shall comply with applicable User's requirements and specifications contained in this Agreement, including but not limited to User's delivery requirements.
- 1.3 The term of this Agreement is from 01/01/2008 until 12/31/2013. Exhibit A, which is attached hereto and incorporated into this Agreement in its entirety, contains the prices of all Chemicals, as well as the period(s) of time in which the prices for such Chemicals will be valid. Any price changes will be incorporated into this Agreement in accordance with Section 10.13 of this Agreement.
- 1.4 Chemical Supplier represents and warrants that prices agreed upon shall be complete, and no additional charges of any type shall be added without Services' express written consent. All prices include, but are not limited to, charges for shipping, delivery, packaging, labeling, custom duties, taxes, storage, insurance, boxing, and crating. Chemical Supplier will not charge Services or User for any demurrage fees or cylinder deposits.
- 1.5 The terms contained in this Agreement (a) are the sole and exclusive terms governing the purchase, sale and delivery of the Chemicals, and (b) supersede any prior terms, representations and warranties relating to the purchase, sale and delivery of the Chemicals. Services and Chemical Supplier acknowledge and agree that it is essential to this Agreement that only the terms contained herein govern the purchase, sale and delivery of the Chemicals, to the exclusion of any different or additional terms contained in any forms or documents sent by either party to the other or that accompany shipment. If Chemical Supplier includes or attaches any different or additional terms in Chemical

Agreement to Supply Potable Water Treatment Chemicals

Supplier's purported acceptance, commences performance, or tenders the Chemicals, only the terms and conditions as stated herein, without inclusion of any different or additional terms and conditions, shall govern the purchase, sale and delivery of the Chemicals.

- 1.6 All Chemicals furnished must strictly conform to the Contract Documents and must be of the quality specified. No deviation or substitution is permitted without the prior written consent of Services. In the event no quality is specified, the Chemicals must be at least equal to American Water Works Association (AWWA) standards. Services shall have the right at all times during the term of this Agreement to conduct such tests and inspections as it deems necessary to assure Chemical Supplier's compliance with this Agreement. Chemical Supplier will supply to Services, as requested by Services, data, specifications, test results, quality documentation, schedules, and other documents and information relating to the Chemicals and this Agreement.

ARTICLE 2. CHEMICAL SUPPLIER'S REPRESENTATIONS AND AGREEMENTS RELATING TO THE CHEMICALS

In order to induce Services to enter into this Agreement, Chemical Supplier makes the following representations and agreements:

- 2.1 Chemical Supplier has familiarized itself with the nature and extent of the Contract Documents, site locality, all local conditions and all laws and regulations that in any manner may affect cost, progress, performance or furnishing and delivering of the Chemicals.
- 2.2 Chemical Supplier will provide an affidavit of compliance with National Sanitation Foundation (NSF) chemical certification (or equivalent) to Services upon request, as well as a "letter of guaranteed supply" by the manufacturer of the Chemicals, that will confirm that Chemical Supplier has committed sufficient quantities of Chemicals to cover Services' annual requirement as set forth in Exhibit A. Polymer suppliers must also complete the Polymer Certification Form in Exhibit B, which is attached hereto and incorporated into this Agreement in its entirety.
- 2.3 When Chemicals purchased hereunder are to be manufactured or produced outside the United States or its territories, Chemical Supplier shall furnish at Services' request documents stating the foreign manufacturers' or producers' names and addresses, and containing written assurances of compliance with U.S.A. standards.
- 2.4 Chemical Supplier has supplied a "product specification sheet", which is attached hereto as Schedule 1 and is incorporated by reference herein, that lists the chemical purity, maximum concentrations of impurities, as well as the chemical properties and physical properties of each Chemical that is to be provided hereunder. During the term of the Agreement, no deviation from that product specification sheet will be permitted, and, upon request, Chemical Supplier will provide Services with periodic quality control reports detailing Chemical quality.

Agreement to Supply Potable Water Treatment Chemicals

- 2.5 Chemical Supplier shall furnish to Services a load-specific "Certificate of Analysis" of each Chemical. Chemical Supplier must either fax a copy of the "Certificate of Analysis" to each specific User prior to delivery of the Chemicals or provide User with the "Certificate of Analysis" at each delivery. No Chemical deliveries will be accepted without a "Certificate of Analysis."
- 2.6 The cost of supplying and testing of corrosion coupons for field-testing of corrosion rates of Chemicals used for corrosion control purposes shall be included in the Chemical prices as outlined in Exhibit A.
- 2.7 Chemical Supplier shall provide the technological data required for regulatory compliance as defined by OSHA Hazard Communications Standard, 29 CFR 1910.1200; Toxic Substances Control Act Regulations, 40 CFR 710; CERCLA and SARA regulations, 40 CFR 355, 370, 372, 1990 Clean Air Act Amendments, Title III Hazardous Air Pollutants Section 112 (r) Prevention of Accidental Releases, and Section 313 of the Emergency Planning and Community Right-to-Know Act of 1986.

ARTICLE 3. RESPONSIBILITIES OF SERVICES AND USERS

- 3.1 A User shall notify Chemical Supplier at least three (3) days in advance of required deliveries unless otherwise agreed upon in writing.
- 3.2 A User shall provide access to the appropriate locations to permit Chemical Supplier to make deliveries in accordance with the terms of this Agreement.
- 3.3 Services reserves the right of each User to test any delivery prior to unloading. The chemical truck driver is required to obtain a representative sample of Chemicals from the delivery vessel(s) prior to unloading. The delivered Chemical will be checked by the User for clarity, purity, specific gravity, and exact type of Chemical being received. Authorization to unload the Chemical shall be contingent upon this testing.
- 3.4 Services, or any User on Services' behalf, reserves the right to refuse any and all shipments if the Chemicals are not properly identified, packaged, labeled, or accompanied by the proper certificate of analysis or weight tickets, or if the Chemicals do not meet specifications.
- 3.5 If at any time in the opinion of Services or any User, the delivery is not properly lighted, barricaded and safe with respect to public travel, persons on or about the work site or public or private property, Services or such User shall have the right to order such safeguards, and the cost of implementing such safeguards shall be borne by Chemical Supplier.

ARTICLE 4. AGREEMENTS OF CHEMICAL SUPPLIER RELATING TO DELIVERIES

- 4.1 Chemical Supplier shall not delegate or assign any obligation hereunder to any third party without the prior written consent of Services. If Services consents to the use of a third party in fulfillment of this Agreement, all sections application to Chemical Supplier are

Agreement to Supply Potable Water Treatment Chemicals

applicable to the third party, and Chemical Supplier shall be responsible for the performance of such third party and shall indemnify and hold harmless Services and User from any loss, liability or damages related to this Agreement.

- 4.2 All transportation and delivery charges shall be borne by Chemical Supplier. Risk of loss of any Chemical shall not pass to Services until it is actually delivered, accepted, and secured in a User's storage facility in accordance with the terms hereof.
- 4.3 Chemical Supplier shall provide bulk liquid Chemical deliveries in transport vessels dedicated solely to the Chemical delivered and which have all appropriate licenses, permits and authorizations permitting such vessels to be used in the transport of such Chemicals in compliance with applicable environmental and transportation laws and regulations and in accordance with all additional delivery requirements contained in this Agreement. When dedicated Chemical transport vessels are not possible, the applicable User must be notified prior to delivery, and certified vessel cleaning certificates must be provided at the time of delivery. User may inspect the vehicle and/or tank car for anything unusual, such as broken seals and valves. Users may refuse the Chemical shipment if irregularities are identified.
- 4.4 Chemical Supplier shall furnish all necessary equipment to transfer from Chemical Supplier's delivery vehicles into the User's bulk storage vessels or onto the User's properties. Equipment shall include, but not be limited to, short bed delivery vehicles with tailgate lifts for unloading cylinders; dollies/hand trucks; chemical transfer hoses; and all miscellaneous fittings and connections necessary to permit the safe transfer of Chemicals to a User's facility. Chemical Supplier's transfer systems shall be so designed as to minimize the abrasion and loss of Chemicals during and after delivery. Chemical Supplier will ensure that the transfer system will be free of contaminants prior to delivery to User.
- 4.5 Chemical Supplier shall provide at least 24 hours' notice to the applicable User prior to delivery of any Chemicals, unless other arrangements are made with User and confirmed in writing. Chemical Supplier will specify the time and date of each delivery. Deliveries not in compliance with the agreed upon date and time may be refused by the User. Chemical Supplier shall also provide the following information to User via facsimile or email at least 24 hours prior to delivery of any Chemicals:

- Copy of Chemical Supplier delivery person's current driver's license;
- Chemical Supplier delivery vehicle's license plate number;
- Type and quantity of Chemical to be delivered; and
- Seal numbers (if applicable).

Upon arrival of the delivery vehicle, Users will verify the above information. Prior to acceptance of any delivery, the Chemical will be verified by User utilizing industry-accepted (such as AWWA) field tests. Deliveries with missing or inconsistent paperwork will be refused by User.

- 4.6 Chemical Supplier will make deliveries to the applicable User in strict compliance with Chemical Supplier's as well as all of the specific User's Chemical delivery policies and procedures. Deliveries not completed on a timely basis may result in termination of this Agreement. Should Chemical Supplier desire to make deliveries other than during User's normal business hours, Chemical Supplier shall make delivery arrangements satisfactory to the applicable User. Each such User may decline requests for such deliveries in its sole discretion.
- 4.7 Chemical Supplier agrees that it will be responsible for the repair of any damage to property caused by Chemical Supplier in delivering the Chemicals, whether to Services' or User's property or the property of third parties, and that any and all repairs to the property of Services, User, or any third party will be made at no cost to Services, User, or that third party.
- 4.8 Chemical Supplier will comply and, if it uses third party haulers or transportation companies, cause such haulers and transporters to comply, with all container and transportation requirements of the Hazardous Materials Transportation Act, 49 U.S.C. §1801 et. seq. and its regulations at 49 C.F.R. §§ 106-107 and 171-179.
- 4.9 Chemical Supplier will ensure that bulk deliveries of Chemicals are accompanied by a certified weight ticket, which will serve as the basis for payment when applicable.
- 4.10 Chemical Supplier will furnish all labels on the Chemical containers in compliance with the Hazardous Materials Transportation Act and the hazard communication provisions of the Occupational Safety and Health Act, 29 U.S.C. §§ 651 et seq. ("OSHA"), including furnishing all complete and accurate Material Safety Data Sheets ("MSDS's") for all Chemicals to be provided hereunder.
- 4.11 Chemical Supplier shall comply with all federal, state, and local transportation regulations that apply to the shipment of "hazardous materials," as defined or regulated by the Hazardous Materials Transportation Act, onto Services' or Users' properties.
- 4.12 Chemical Supplier shall pay for the clean-up and disposal of any spills and/or leaks during Chemical deliveries caused by Chemical Supplier, at no charge to Services or any User. Chemical Supplier shall clean-up and dispose of contamination resulting from any such leaks or spills at its sole cost and expense and in compliance with all federal, state and local environmental and transportation laws and regulations, and in a manner which restores the property to its condition prior to such leaks or spills. Furthermore, Chemical Supplier must obtain any local, state, or federal permits and/or approvals required for the disposal of any wastes generated during Chemical deliveries.
- 4.13 Chemical Supplier will provide for the removal of empty containers, drums, and cylinders, including those that contain residual materials or that have contained a hazardous material or hazardous material mixtures. Neither Services nor any User will be responsible for rinsing any used drums or containers. Chemical Supplier must collect

all empty cylinders, drums and pallets on a regular basis at no charge to Services or any User.

- 4.14 Chemical Supplier shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury, or loss to, employees, materials, equipment and property. During deliveries of Chemicals, Chemical Supplier will ensure that personal protective equipment shall be worn in accordance with its safety program as well as in accordance with the guidance provided on the Chemical's MSDS.
- 4.15 Services or any User may delay delivery or acceptance of any Chemicals occasioned by causes beyond its control. Chemical Supplier shall hold such Chemicals at the direction of Services and such User and shall deliver them when the cause affecting the delay has been removed. Services shall be responsible only for Chemical Supplier's direct additional transportation costs in returning the Chemicals to Chemical Supplier's facilities. Causes beyond Services' or any User's control shall include but not be limited to, acts of God or the public enemy, acts of terror or war, fire, flood, strike or other labor dispute directly affecting the obligations of the parties hereunder, civil disturbance, or omission by public authority or authorities having proper jurisdiction.

ARTICLE 5. HAZARDOUS CHEMICALS

- 5.1 In accordance with the intent of the Federal Occupational Safety and Health Administration, Standard Section 29 CFR 1910.1200, Hazard Communication with the effective date of May 25, 1986, Services hereby notifies Chemical Supplier that work is to be performed on company property where Chemical Supplier's (or its subcontractor's) employees may be exposed to hazardous materials existing on the premises. Chemical Supplier shall inform its employees and subcontractors of such conditions and ensure that they are adequately informed about the potential hazards of exposure to such Chemicals and are adequately trained to take appropriate precautions to protect against any harm or potential harm from exposure to such materials.
- 5.2 Hazardous chemicals known to be used or stored by the applicable Users are listed on Exhibit C, which is attached hereto and incorporated into this Agreement in its entirety.
- 5.3 Chemical Supplier represents and warrants that each chemical substance constituting or contained in the Chemicals sold or otherwise transferred to User hereunder is on the list of chemical substances compiled and published by the Environmental Protection Agency pursuant to the Toxic Substance Control Act, as amended. Chemical Supplier further represents and warrants that it has delivered, or at the time the first delivery of the materials is made to User Chemical Supplier agrees to deliver, to User any MSDS required to be provided to User pursuant to the applicable OSHA hazard communication standards contained in 29 CFR Chapter XVII, Part 1910.1200, as the same may be amended or supplemented from time to time.

Agreement to Supply Potable Water Treatment Chemicals

ARTICLE 6. TAXES

- 6.1 Services will provide Chemical Supplier with either a direct pay permit for sales tax, an affidavit of sales tax exemption, or an affidavit that the water treatment Chemicals are exempt from sales tax.

ARTICLE 7. PAYMENT PROCEDURES

- 7.1 Chemical Supplier shall invoice Services when the Chemicals have been delivered. Chemical Supplier will include a lien waiver with each invoice. Each invoice shall include the following information 1) User name and specific location of delivery, 2) Chemical description and type of delivery, and 3) concentration and amount of delivery. Services shall not be responsible for payment on account of any refused shipment.
- 7.2 All invoices must be mailed directly to the American Water Shared Services Center for payment processing. Chemical Supplier must invoice the appropriate Users via U.S. mail in accordance with the table below:

Billing PO Boxes

All invoices should be sent to the following address using the appropriate PO Box:	American Water
	PO Box "Use Box # Below"
	Cherry Hill, NJ 08034

PURCHASER	PO BOX #
American Water Service Company - (Hershey, Alton, Belleville, Pensacola, AM Water Corp.)	5614
Arizona American Water	5613
California American Water	5623
Elizabethtown Water *	5615
Hawaii American Water	5622
Illinois American Water	5626
Indiana American Water	5621
Iowa American Water	5624
Kentucky American Water	5610
Long Island American Water	5611
Maryland American Water	5612
Michigan American Water	5601
Missouri American Water	5605
New Jersey American Water	5602
New Mexico American Water	5604
Ohio American Water	5603
Pennsylvania American Water	5606
Tennessee American Water	5608
Texas American Water	5607
Virginia American Water	5625
West Virginia American Water	5609
AWE	1590

Payments shall be remitted to:

Attn: Bobette Moore, PO Box 790, Marshall, TX 75671

- 7.3 If a User disputes any invoice or a portion thereof, User shall not pay the disputed portion of such invoice until the parties have resolved such dispute in accordance with the dispute resolution process delineated in Section 10.16 of this Agreement. The undisputed portion of any invoice shall be paid as set forth herein.
- 7.4 If any undisputed fees remain unpaid sixty (60) calendar days after User's receipt of an invoice, Chemical Supplier will notify User in writing of the late payments and, in Chemical Supplier's discretion, the dispute resolution procedures delineated in Section 10.16 shall begin to resolve payment of such fees. If such matter remains unresolved following completion of the dispute resolution process delineated in Section 10.16, then the parties may resolve such dispute through litigation, the losing party bearing all costs of such litigation. All claims for money due or to become due from User shall be subject to deduction or set off by User by reason of this or any other transaction with Chemical Supplier or any User.

ARTICLE 8. INSURANCE

(a) At no expense to Services or User, Chemical Supplier shall (1) obtain and keep in force during the term of this Agreement, and any renewals or extensions hereof, and (2) require its subcontractors to obtain and keep in force during the terms of their respective contracts, the following minimum insurance limits and coverage. The insurance coverage limits stated below are minimum coverage requirements, not limitations of liability, and shall not be construed in any way as Service's acceptance of the responsibility of Chemical Supplier.

1. Commercial General liability:

- \$1,000,000 per occurrence Combined Single Limits
- \$1,000,000 General Aggregate
- \$1,000,000 Products and Completed Operations Aggregate
- CGL ISO 1996 or later Occurrence form including Premises and Operations Coverage, Products and Completed Operations, Coverage for Independent contractors, Personal Injury Coverage and Blanket Contractual Liability, and Contractors Protective Liability if the Contractor subcontracts to another all or any portion of the Work. Completed Operations shall be maintained for a period of three (3) years following Final Completion for any construction, renovation, repair and or maintenance service.

2. Workers' Compensation

- Applicable Federal or State Requirements: Statutory Minimum
- Employer's Liability
- Each Accident \$1,000,000

 Agreement to Supply Potable Water Treatment Chemicals

- Each Employee – Disease \$1,000,000
 - Voluntary workers compensation insurance coverage all employees not subject to applicable workers compensation act or acts
3. Automotive Liability (including owned, hired, borrowed and non-ownership liability)
 - Bodily Injury and Property Damage \$1,000,000 each occurrence Combined Single Limits
 4. Pollution Liability
 - Bodily Injury and Property Damage \$5,000,000 each occurrence Combined Single Limits
 5. Umbrella Liability
 - \$9,000,000 each occurrence and annual aggregate in excess of Employer's Liability,
 - General Liability and Automotive Liability (no more restrictive than underlying insurance)
 6. Chemical Supplier will maintain in full force and effect public liability insurance in the amount required by 49 CFR - Part 387 Subpart A (minimum levels of Financial Responsibility for Motor Carrier of Property in the amount of 5 million dollars.). A copy of the Auto Liability Policy's Form MC-90 shall be submitted with Chemical Supplier's certificate of insurance.
- (b) The minimum liability limits required may be satisfied through the combination of the primary General Liability, Employers' Liability, and Automotive Liability limits with an Umbrella Liability policy (with coverage no more restrictive than the underlying insurance) providing excess limits at least equal to or greater than the combined primary limits.

All Commercial General Liability including completed operations-products liability coverage and Automotive liability insurance shall designate Services, its parent, affiliates and subsidiaries, its directors, officers and employees as an Additional Insured. All such insurance should be primary and non-contributory, and is required to respond and pay prior to any other insurance or self-insurance available to Services. In addition to the liability limits available, such insurance will pay on behalf or will indemnify Services for defense costs. Any other coverage available to Services applies on a contingent and excess basis. Such insurance shall include appropriate clauses pursuant to which the insurance companies shall waive its rights of subrogation against Services.

- (c) Chemical Supplier and any of its subcontractors shall furnish, prior to the start of work, certificates or adequate proof of the foregoing insurance including, if specifically requested by Services, copies of the endorsements and insurance policies naming Services as an Additional Insured. Current certificates of insurance shall be provided prior to the commencement of work and shall be maintained until completion of the Agreement. Chemical Supplier shall notify in writing, at least thirty (30) days prior to cancellation, of or a material change in a policy.

Agreement to Supply Potable Water Treatment Chemicals

- (d) Certificate holder is included as an additional insured with respect to liability arising out of the named insured's operations performed on behalf of holder. Excess policy follows form for Employers Liability, General Liability and Auto Liability Policies without exception and shall be indicated as such with an endorsement from the insurer. Waiver of Subrogation endorsement must accompany certificate of insurance and must include Workers' Compensation policies.
- (e) Carriers providing coverage will be rated by A.M. Best with at least an A-rating and a financial size category of at least Class VII. Such cancellation or material alteration shall not relieve Contractor of its continuing obligation to maintain insurance coverage in accordance with this contract. Carriers shall be licensed in state(s) where work shall be performed.
- (f) If Chemical Supplier shall fail to procure and maintain said insurance, Services, upon written notice, may, but shall not be required to, procure and maintain same, but at the expense of Chemical Supplier. In the alternative, Services may declare a default hereunder and, unless such default is timely cured, terminate the Agreement. Unless and until the default is cured, neither Chemical Supplier nor its servants, employees, or agents will be allowed to enter upon the Service's premises.
- (g) Chemical Supplier must state on its Auto/Truck Certificate of Insurance that it has "no pollution exclusion for products they are transporting in its motor vehicles." If there is no "products pollution exclusion," then the Auto/Truck Liability policy must provide for waiver of subrogation and additional insured status as to Services and its Affiliates. Auto/Truck policy must also provide either blanket contractual liability coverage for contractual liability coverage specific to the product transport contract.
- i. If the Chemical Supplier's Auto policy does contain a "pollution exclusion", then the Chemical Supplier must provide evidence on the Certificate of Insurance that it has obtained either (i) a "Hazardous Cargo Endorsement" on the current policy, or (ii) obtain a "Transporter's Environmental Impairment Liability" policy. With either of these items, the Certificate of Insurance must state that the endorsement or policy includes "loading and unloading activities."
 - ii. With respect to a Transporter's EIL policy or "Hazardous Cargo Endorsement", the limits of liability should not be less than \$2,000,000 for any one occurrence.
 - iii. The "Environmental Impairment Liability" or "Hazardous Cargo Endorsement" coverage is to be written on an "occurrence:" basis. If the coverage can only be obtained on a "claims made" basis, then the Chemical Supplier must provide either one of the two following items:
 - A contractual commitment, which becomes a part of the purchase contract that the Chemical Supplier will "renew the coverage in terms as great and as broad as presently held for at least the next five years", or
 - A commitment on the Certificate of Insurance to provide an "extended reporting provision", also known as a "tail", on the coverage for a period of at least the next five years.

- (h) A waiver of subrogation shall be provided to Services and its Affiliates on the Environmental Impairment Liability coverage. Services and its Affiliates shall also be added as "additional insureds" on this same coverage. This coverage must also contain either blanket contractual liability coverage or contractual liability coverage specific to the product transport contract.

ARTICLE 9. CONTRACT DOCUMENTS

The "Contract Documents" which comprise the entire Agreement between Services and Chemical Supplier concerning the Chemicals consist of:

- 9.1 This Agreement
- 9.2 Exhibit A -- Pricing
- 9.2 Exhibit B -- Polymer Certification (attached)
- 9.3 Exhibit C -- Hazardous Chemicals (attached)
- 9.4 Schedule 1 -- Product Specification Sheets

ARTICLE 10. GENERAL

10.1 Indemnity

Chemical Supplier agrees to indemnify, defend, and hold harmless Services and each User, together with their respective directors, officers, employees and agents, from and against any and all claims, demands, losses, damages, actions, or liability of any kind, including attorneys' fees, arising out of or related to (i) the Chemicals provided under this Agreement or (ii) any breach of any representation or warranty or any other obligation of Chemical Supplier set forth in this Agreement by Chemical Supplier. Services or User shall (i) notify Chemical Supplier in writing about the raised claim in a timely manner; and (ii) authorize Chemical Supplier to lead and settle the legal proceedings (provided that no such settlement shall include an admission of liability or guilt by Services or User without Services' prior written consent) at Chemical Supplier's own cost, with Services and/or User providing reasonable cooperation and support as requested by Chemical Supplier.

10.2 Confidentiality

Chemical Supplier, on behalf of itself and its employees, agrees that any ideas, know-how, concepts, information, or processes received from Services or any User or created by Chemical Supplier in connection with the performance of this Agreement shall be the property of Services or User and shall be preserved in strictest confidence by Chemical Supplier and shall not be used or disclosed by Chemical Supplier to third persons except to the extent that such use or disclosure is necessary for the proper performance of this Agreement. If disclosure to third persons is necessary, Chemical Supplier shall ensure that such third persons hold such information in strictest confidence.

10.3 Patents

By accepting this Agreement, Chemical Supplier agrees to defend, protect and save harmless Services and each User, and their successors and assigns, from and against any and all liability, damages, loss and expense (including reasonable attorney's fees) by reason of any claim, demand, action or litigation arising out of any alleged or actual, direct or contributory, infringement of any United States or foreign patent arising out of the purchase, sale or use of the Chemicals. Chemical Supplier agrees to notify Services of any potential illegalities connected with the Chemicals. Services and User agree to notify Chemical Supplier promptly of any such claim of which Services or User become aware and to provide Chemical Supplier all reasonable information and assistance (at Chemical Supplier's expense) as may become necessary for defense of the claim. Chemical Supplier shall pay all damages and costs, if any, which may be awarded therein. In case the claim regards the use of the Chemicals, Chemical Supplier shall at its own expense and at its option, either procure for Services and User the right to continue using said Chemicals, or replace same with a non-infringing equivalent, or remove same at Chemical Supplier's sole cost and expense, and refund the purchase price and all transportation, and other charges, duties or fees paid by Services and User in connection with the purchase thereof.

10.4 Compliance with Laws

Chemical Supplier shall, in its performance of this Agreement, procure all necessary permits, comply with all applicable federal, state, and local statutes, rules of law, ordinances, regulations, and regulatory orders, including but not limited to the Fair Labor Standards Act of 1938, as amended, Walsh-Healy Act, Robinson-Patman Act, applicable State Workers' Compensation laws, state and federal Occupational Safety and Health Acts, and all rules and regulations passed pursuant thereto, which are incorporated herein by this reference. Chemical Supplier agrees to be subject to all applicable contract clauses required by federal, state or local law, rule or regulation to be included in this Agreement.

10.5 Assignments

No assignment by Chemical Supplier of any rights under or interests in the Agreement will be binding on Services or any User without the written consent of Services; and specifically but without limitation monies that may become due and monies that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Agreement documents.

10.6 Successor and Assigns

Services and Chemical Supplier each binds itself, its partners, successors, assignees and legal representatives to the other party hereto, its partners successors, assigns and legal

representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.

10.7 THIS SECTION INTENTIONALLY LEFT BLANK.

10.8 Termination

This Agreement may be terminated by Services fifteen (15) calendar days from the date of written notice for the sole convenience of Services or at any time with written notice if Chemical Supplier fails to comply with the terms of the Contract Documents. If so terminated, Services shall pay Chemical Supplier all undisputed amounts due Chemical Supplier for all Chemicals delivered up to the date of Chemical Supplier's receipt of notice of termination.

10.9 Rights and Benefits

Chemical Supplier's obligations hereunder will be performed solely for the benefit of Services and Users and not for the benefit of any other persons or entities.

10.10 Time of Completion

Time is of the essence in the performance of Chemical Supplier's obligations described in this Agreement. At the outset of any delay from any cause, Chemical Supplier shall immediately notify Services in writing of the delay or anticipated delay and shall undertake to shorten the delay by all reasonable means. Chemical Supplier shall be solely responsible for the cost of overcoming delays unless such delays are caused by Services or any User.

10.11 Governing Law; Severability

10.11.1 This Agreement shall be governed by the Uniform Commercial Code provisions applicable to transactions in goods. This Agreement shall be governed and construed in accordance with the laws of the State of New Jersey, without reference to or application of conflict of laws, rules, or principles.

10.11.2 If any one or more of the provisions contained within this Agreement is deemed invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the provision of the Agreement will be enforced to the maximum extent permissible and the remainder of the provisions of this Agreement will remain in full force and effect. Chemical Supplier and Services or User mutually agree to substitute any invalid, illegal or unenforceable provision of this Agreement with a valid, legal, or enforceable provision which comes as close as possible to the reasonably inferred intent of the invalid, illegal, or unenforceable provision.

Agreement to Supply Potable Water Treatment Chemicals

10.12 Survival

Chemical Supplier's agreements set forth herein shall survive the termination of this Agreement.

10.13 Entire Agreement

This Agreement constitutes the entire understanding and agreement between Chemical Supplier and Services relating to the subject matter herein, and except as expressly set forth herein, supersedes any and all prior or contemporaneous agreements or understandings, whether oral or written, relating to the subject matter herein. Any waiver, modification or amendment of any provision of this Agreement will be effective only if in writing and signed by duly authorized representatives of the parties.

10.14 Waiver

Services' or Users' failure to insist on performance of any of the terms or conditions herein or to exercise any right or privilege or Services' or Users' waiver of any breach hereunder shall not thereafter waive any other terms, conditions, privileges, whether of the same or similar type.

10.15 Notices

All notices required or permitted under this Agreement from one party to another under or in connection with this Agreement shall be in writing (or shall be made by a telecommunications device capable of creating a written record), and shall be delivered to Services and Chemical Supplier at their contact addresses specified below. Notices shall be deemed received at the time they are actually received by the receiving party. Either party may change its address for notices under this Agreement by giving written notice to the other party by the means specified in this Section 10.15.

The respective addresses for giving notices hereunder are as follows:

A. To Chemical Supplier:

Danielle McKee
Inside Sales Assistant
P.O. Box 790, 3200 University Avenue (75670)
Marshall, TX 75671

**B. To Services:
Gerald J. Coyne
Senior Buyer**

American Water
1025 Laurel Oak Road
Voorhees, New Jersey 08043

10.16 Dispute Resolution

10.16.1 The intent of the parties is to identify and resolve disputes promptly after any dispute arises. Before attempting to exercise any legal or equitable remedy, each party agrees to follow the dispute resolution procedure described below. Except as provided otherwise elsewhere in this Agreement, if either party determines that following the procedure described below in this Section 10.16 could potentially be harmful or damaging to their respective businesses or third-party suppliers, that party may elect to forego the dispute resolution process and pursue injunctive relief.

10.16.2 Escalation of Dispute. If there is a dispute between the parties arising out of this Agreement, each party agrees to engage in good faith negotiations between progressively more senior representatives of each party, as follows.

<i>Level</i>	<i>Representatives of the Parties</i>	<i>Maximum Duration of Negotiations Prior to Escalation to Next Level</i>
One	Services: Chemical Buyer Chemical Supplier: North Americas	5 business days
Two	Services: Director of Supply Chain Department Chemical Supplier: North Americas	5 business days
Three	Services: COO or American Water's designee Chemical Supplier: North Americas	7 business days

Chemical Supplier: ~~North Americas~~

Either party may at any time change its representative party designated above by providing written notice to the other party.

If such matter remains unresolved following the negotiations and the expiration of the periods specified above in this Section 10.16.2, each party may immediately exercise or pursue any other rights or remedies available hereunder or at law or in equity, and it is acknowledged by the parties that nothing herein shall preclude, limit, or otherwise restrict any legal or equitable remedies available to either party for failure of the other party to perform its obligations under this Agreement.

10.17 Use of Logo

Chemical Supplier shall not, without Services' express written permission, (i) use Services' name, nor any trade name, logo, trademark, or service mark, whether registered or not, or the name, assumed business name, trade name, logo, trademark, or service mark, whether registered or not, of any User, in connection with publicity, advertisements, promotion or in any other connection, or (ii) identify Services or Users in any manner on customer or vendor lists or on a web site (or on any third party web site) or in any web site metatags; or (iii) disclose to any third party the existence of this Agreement or the monetary value of any Chemicals purchased hereunder. Chemical Supplier shall indemnify Services for reasonable costs and expenses incurred in connection with enforcing the provisions of this Section 10.17. All of the restrictions and obligations set forth in this Section 10.17 shall survive any termination of this Agreement.

10.18 EEOC

Chemical Supplier specifically warrants and guarantees to Services:

(a) that it agrees to comply with Executive Order 11246 and abide by the provisions of the "Equal Opportunity Clause" at 41 CFR § 60-1.4, which is incorporated herein by reference, unless exempt pursuant to 41 CFR § 60-1.5;

(b) that it agrees to comply with the Vietnam Era Veterans Readjustment Assistance Act of 1974, as amended, Executive Order 11701 (Employment of Veterans by Federal Agencies and Government Contractors and Subcontractors), and the provisions of the "Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era Clause" at 41 CFR §60-250.5, which is incorporated herein by reference, unless exempt pursuant to 41 CFR §60-250.4.

(c) that it agrees to comply with the Rehabilitation Act of 1973, Executive Order 11758 (Authority Under Rehabilitation Act of 1973), and the provisions of the "Affirmative Action for Workers With Disabilities Clause" at 41 CFR 60-741.5, which is incorporated herein by reference, unless exempt pursuant to 41 CFR §60-741.4;

(d) that it agrees to comply with Executive Order 13201 (Notice of Employee Rights Concerning Payment of Union Dues or Fees) and abide by the provisions of the clause at 29 CFR § 470.2, which is incorporated herein by reference, unless exempt pursuant to 29 CFR §§ 470.3-.4;

(e) that it agrees to comply, where applicable, with the policies set forth in Executive Order 11625 (National Program for Minority Business Enterprises) and Executive Order 12138 (National Program for Women's Business Enterprise), the Small Business Act, 15 U.S.C. § 631, et seq., and with the "Utilization of Small Business Concerns" and "Small Business Subcontracting Plan" clauses at 48 CFR § 52.219-8 and 9, respecting

subcontracting with small disadvantaged, female-owned, veteran-owned, service-disabled veteran-owned, HUBZone, and other small businesses.

10.19. Standards of Personnel

10.19.1 Chemical Supplier acknowledges that the Federal Government has declared public- water systems, including Services', to be critical infrastructure essential to the continued operation of the government and the nation.

10.19.2 Chemical Supplier acknowledges that Services' water and wastewater operations are governed by numerous federal and state statutes and regulations, and subject to regulation by numerous federal and state agencies.

10.19.3 Chemical Supplier acknowledges that, among other things, Services provides retail water and wastewater service to the public, as authorized and regulated by public utility commissions, so that Services has a public-service obligation to provide safe and affordable water and wastewater service to the public.

10.19.4 Chemical Supplier will conduct, or will have conducted, a background check on each of its employees or individual subcontractors before the employee or subcontractor performs any function or activity under this Agreement that involves access to Services' confidential information or on-site work at any of Services' or Users' facilities. The background check conducted by Chemical Supplier will include at least the following:

- Previous employers and dates of employment;
- Education;
- Professional License verification;
- Military Service Verification;
- Driving record;
- Criminal history (state and federal);
- References;
- Credit history or social security number trace; and
- Personal history to the extent permitted by applicable laws and regulation.

10.19.5 Chemical Supplier's review of this information will endeavor to:

- authenticate the identity of the individual;
- insure that data is consistent with an individuals stated history and current status;
- uncover any discrepancies;
- reveal any criminal history; and
- uncover any other pertinent information tending to establish that the individual may represent a security risk to Services' personnel, facilities, or Services' responsibility for the public safety and the providing of safe and adequate utility services to its customers.

10.19.6 Before delivering any Chemicals hereunder, Chemical Supplier will provide proof to Services that the requirements of this section have been met. Upon request, Chemical Supplier will make available for Services' review, the documentation and results of the background check with respect to any employee of Chemical Supplier performing deliveries of Chemicals under this Agreement. Services will not retain such records or documentation and any findings from its review will be confidential.

ARTICLE 11. REPRESENTATIONS AND WARRANTIES

- 11.1 Chemical Supplier represents and warrants to Services that all Chemicals will be in accordance with Services' specifications and requirements. Chemical Supplier represents and warrants that all Chemicals will conform to any statements made on the containers or labels or advertisements for such Chemicals, and that any Chemicals will be adequately contained, packaged, marked, and labeled. Chemical Supplier represents and warrants that all Chemicals furnished hereunder will be merchantable, and will be safe and appropriate for the purpose for which Chemicals of that kind are normally used. Chemical Supplier knows that such Chemicals will be used in potable water treatment and represents and warrants that such Chemicals will be fit for such purpose. Chemical Supplier represents and warrants that Chemicals furnished will conform in all respects to any samples provided to Services or Users. Inspection, test, acceptance or use of Chemicals furnished hereunder shall not affect Chemical Supplier's obligation under this warranty, and such representations and warranties shall survive inspection, test acceptance and use. All of Chemical Supplier's representations and warranties shall run to Services, the Users and their respective successors, assigns and customers. Chemical Supplier will replace or correct defects of any Chemicals not conforming to the foregoing warranties promptly, without expense to Services (including, but not limited to, any expenses relating the removal, transportation and disposal of such non-conforming and/or defective Chemicals), when notified of such nonconformity by Services or any User, provided Services or such User elects to provide Chemical Supplier with the opportunity to do so. In the event of failure of Chemical Supplier to correct defects in or replace nonconforming Chemicals promptly, Services, after reasonable notice to Chemical Supplier, may make such corrections or replace such Chemicals and charge Chemical Supplier for the cost incurred by Services in doing so.
- 11.2 Chemical Supplier represents and warrants that the cylinders and containers delivered to Services are free from defects, routinely inspected and maintained. Leaking containers will be rejected by the Services, and any cost of removal, transport, and disposal of such containers shall be borne solely by Chemical Supplier.
- 11.3 Chemical Supplier represents and warrants that: (i) it is capable in all respects of providing all Chemicals in accordance with this Agreement; and (ii) it understands the nature and scope of Chemicals to be provided hereunder.
- 11.4 Chemical Supplier represents and warrants that, as of the Effective Date, there is no pending or threatened outstanding litigation, arbitrated matter, or other dispute to which Chemical Supplier is a party, that, if decided unfavorably to Chemical Supplier, could reasonably be expected to have a potential or actual material adverse effect on Chemical Supplier's ability to fulfill its obligations hereunder, and that Chemical Supplier knows of no basis that might give rise to any such litigation, arbitration, or other dispute in the foreseeable future. Upon becoming aware of any such basis, Chemical Supplier shall promptly notify Services thereof.
- 11.5 Chemical Supplier warrants that, in providing the Chemicals and in otherwise performing its obligations under this Agreement, Chemical Supplier shall comply, and, to the extent

Agreement to Supply Potable Water Treatment Chemicals

within Chemical Supplier's control, shall not prevent Services or its affiliates from complying or materially impede them in complying, with all applicable laws, regulations, and ordinances of any relevant jurisdiction, and all applicable policies of Services and its affiliates, including but not limited to those pertaining to personnel and security.

IN WITNESS WHEREOF, Services and Chemical Supplier have signed this Agreement in duplicate as of the date last signed below (the "Effective Date"). One counterpart each has been delivered to Services and Chemical Supplier.

**American Water Works Service
Company, Inc.**

By: _____

Date: _____

Attest: _____

Norit Americas Inc.:

By: _____

Date: _____

Attest: _____

EXHIBIT A – PRICING

EXHIBIT B – POLYMER CERTIFICATION

**American Water Works Service Company, Inc.
TO BE SUBMITTED FOR POLYMER BIDS ONLY
Acrylamide/Epichlorohydrin Certification Sheet
For the Calendar Year 2008**

Product: _____

Manufacturer: _____

Supplier: _____

Please check the appropriate boxes in each applicable category of both the acrylamide and epichlorohydrin certification below, and supply the composition information where applicable.

ARTICLE 12.ACRYLAMIDE CERTIFICATION

- I certify that the above named product does not contain acrylamide, OR
- I certify that the acrylamide level in the above named product does not exceed 0.05% when added to water at a level of 1 mg/l.

OR

- I certify that the above named product contains _____% acrylamide, and that the product should not be used at a dosage rate above _____mg/l.

EPICHLOROHYDRIN CERTIFICATION

- I certify that the above named product does not contain epichlorohydrin. OR
- I certify that the epichlorohydrin level in the above named product does not exceed 0.01% when added to water at a level of 20 mg/l.

OR

- I certify that the above named product contains _____% epichlorohydrin and that the product should not be used at a dosage rate above _____mg/l.

The above information is, to the best of my knowledge, true and correct.

Name

Company

Signature

Date

EXHIBIT C – HAZARDOUS CHEMICALS

The following hazardous materials are stored on site and/or used in the water treatment process by Services:

1. Aluminum Sulfate
2. Chlorine
3. Hydrofluosilicic Acid
4. Gasoline
5. Propane
6. Sodium Metabisulfite
7. Powdered Activated Carbon
8. Orthophosphoric Acid
9. Potassium Permanganate
10. Ferric Chloride
11. Ferric Sulfate
12. Sodium Hydroxide
13. Ammonia
14. Ammonium Sulfate
15. Diesel Fuel
16. Polyaluminum Chloride
17. Soda Ash
18. Sodium Hypochlorite
19. Sodium Polyphosphates

SCHEDULE 1 – PRODUCT SPECIFICATION
SHEETS

ACORDTM CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 11/13/2007
PRODUCER Roach, Howard, Smith & Barton 9330 LBJ Freeway, Suite 1500 Dallas TX 75243-3463 (972) 231-1300 (972) 231-1368	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED Norit Americas, Inc. P. O. Box 790 Marshall TX 75671	INSURERS AFFORDING COVERAGE	NAIC #
	INSURER A: American Home Assurance Co.	19380
	INSURER B: Insurance Co State of PA	19429
	INSURER C: XL Ins America Inc	24554
	INSURER D:	
	INSURER E:	

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
C	GENERAL LIABILITY	US00005835L107A	4/1/2007	4/1/2008	EACH OCCURRENCE	\$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person)	\$ 5,000
					PERSONAL & ADV INJURY	\$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:				GENERAL AGGREGATE	\$ 2,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				PRODUCTS - COMP/OP AGG	\$ 2,000,000
B	AUTOMOBILE LIABILITY	6694720	1/1/2007	1/1/2008	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	\$
	<input type="checkbox"/> HIRED AUTOS					
	<input type="checkbox"/> NON-OWNED AUTOS					
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$
	<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC	\$
					AUTO ONLY: AGG	\$
C	EXCESS/UMBRELLA LIABILITY	US00007877L107A	4/1/2007	4/1/2008	EACH OCCURRENCE	\$ 5,000,000
	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE	\$ 5,000,000
	<input type="checkbox"/> DEDUCTIBLE					\$
	<input checked="" type="checkbox"/> RETENTION \$ 10,000					\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	WC3423973	12/31/2006	12/31/2007	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	\$ 1,000,000
	If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
					E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
	OTHER					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Where required by written contract or agreement, American Water Works Services Company, Inc. is additional insured on above referenced General liability policy with Waiver of Subrogation.

CERTIFICATE HOLDER American Water Works Service Company, Inc. 1025 Laurel Oak Road Voorhees NJ 08054	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE
--	--

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.



Aon Reed Stenhouse Inc.

Certificate of Insurance

05

4847

To: American Water Works Service Company
1025 Laurel Oak Road
Voorhees, NJ 08054

This is to certify that the policies of insurance as listed have been issued to the Insured Named below 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.

Insured: TRIMAC TRANSPORTATION SOUTH INC.
Address: 3663 N, Sam Houston Parkway E., Suite 300
Houston, TX 77032
Attn: Nicki Swift

COVERAGE TYPE AND INSURER	POLICY NO.	EFFECTIVE	EXPIRATION	LIMITS OF LIABILITY/AMOUNTS
US AUTOMOBILE FLEET INSURANCE (All States) Including MCS 90 Endorsement Zurich American Insurance Company	TRK 3374047-02	June 1, 2006	June 1, 2009	\$5,000,000 Combined Single Limit for Bodily Injury / Property Damage
CARGO INSURANCE (All Risks Form) Including Texas Zurich American Insurance Company	9999538	June 1, 2006	June 1, 2009	\$1,000,000 Each Accident or Occurrence
COMMERCIAL GENERAL LIABILITY Including: Non-Owned Automobile Zurich Insurance Company	8832754	June 1, 2006	June 1, 2009	\$5,000,000 Per Occurrence and in the Annual Aggregate with respect to Products and Completed Operations Liability

"This Certificate constitutes a statement of the facts as of the date of issuance and are so represented only to the Addressee. Other persons relying on this Certificate do so at their own risk."

Aon Reed Stenhouse Inc.

November 14, 2007

Date: _____
cc: Insured


Stan Lewis



Aon Reed Stenhouse Inc.

Certificate of Insurance

To: NORIT AMERICAS INC.
3200 University Avenue
P.O. Box 790
Marshall, TX 75671

Attention: Randy Powell

This is to certify that the policies of insurance as listed have been issued to the Insured Named below 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.

Insured: TRIMAC TRANSPORTATION SOUTH INC.
Address: 3663 N. Sam Houston Parkway E., Suite 300
Houston, TX 77032
Attn: Nicki Swift

COVERAGE TYPE AND INSURER	POLICY NO.	EFFECTIVE	EXPIRATION	LIMITS OF LIABILITY/AMOUNTS
US AUTOMOBILE FLEET INSURANCE (All States) Including MCS 90 Endorsement Zurich American Insurance Company	TRK 3374047-02	June 1, 2006	June 1, 2009	\$5,000,000 Combined Single Limit for Bodily Injury / Property Damage
CARGO INSURANCE (All Risks Form) Including Texas Zurich American Insurance Company	9999538	June 1, 2006	June 1, 2009	\$1,000,000 Each Accident or Occurrence
COMMERCIAL GENERAL LIABILITY Including: Non-Owned Automobile Zurich Insurance Company	8832754	June 1, 2006	June 1, 2009	\$5,000,000 Per Occurrence and in the Annual Aggregate with respect to Products and Completed Operations Liability

WHEN REQUIRED BY WRITTEN CONTRACT THE CERTIFICATE HOLDER SHALL BE NAMED AS AN ADDITIONAL INSURED, EXCEPT FOR AUTOMOBILE LIABILITY, BUT ONLY WITH RESPECT TO LIABILITY ARISING OUT OF THE OPERATIONS PERFORMED BY OR ON BEHALF OF THE NAMED INSURED.

THIRTY (30) DAYS PRIOR WRITTEN NOTICE OF CANCELLATION OF THE POLICY(IES) WILL BE PROVIDED TO THE PARTY TO WHOM THIS CERTIFICATE OF INSURANCE IS DIRECTED.

This Certificate constitutes a statement of the facts as of the date of issuance and are so represented only to the addressee. Other persons relying on this Certificate do so at their own risk."

DATE: December 12, 2006
cc: Insured

Aon Reed Stenhouse Inc.

Stan Lewis

**ENDORSEMENT FOR
MOTOR CARRIER POLICIES OF INSURANCE FOR PUBLIC LIABILITY
UNDER SECTIONS 29 AND 30 OF THE MOTOR CARRIER ACT OF 1980**

Form Approved
OMB No. 2125-0074

Issued to TRIMAC TRANSPORTATION SOUTH INC. of 3663 N. SAM HOUSTON PKWY E., STE 300, HOUSTON, TX 77032

Dated at 550 W. WASHINGTON BLVD., CHICAGO, IL this 11th day of JANUARY, 07

Amending Policy No. TRK 3374046 Effective Date 06-01-06

Name of Insurance Company ZURICH AMERICAN INSURANCE COMPANY

Telephone Number (312) 496-2400 Countersigned by *Mary Keane*
Authorized Company Representative

The policy to which this endorsement is attached provides primary or excess insurance, as indicated by for the limits shown:

- This insurance is primary and the company shall not be liable for amounts in excess of \$ 5,000,000 for each accident.
- This insurance is excess and the company shall not be liable for amounts in excess of \$ _____ for each accident in excess of the underlying limit of \$ _____ for each accident.

Whenever required by the Federal Highway Administration (FHWA) or the Interstate Commerce Commission (ICC), the company agrees to furnish the FHWA or the ICC a duplicate of said policy and all its endorsements. The company also agrees, upon telephone request by an authorized representative of the FHWA or the ICC, to verify that the policy is in force as of a particular date.

Cancellation of this endorsement may be effected by the company or the insured by giving (1) thirty-five (35) days notice in writing to the other party (said 35 days notice to commence from the date the notice is mailed, proof of mailing shall be sufficient proof of notice), and (2) if the insured is subject to the ICC's jurisdiction, by providing thirty (30) days notice to the ICC (said 30 days notice to commence from the date the notice is received by the ICC at its office in Washington, D.C.).

DEFINITIONS AS USED IN THIS ENDORSEMENT

ACCIDENT includes continuous or repeated exposure to conditions which results in bodily injury, property damage, or environmental damage which the insured neither expected nor intended.

MOTOR VEHICLE means a land vehicle, machine, truck, tractor, trailer, or semitrailer propelled or drawn by mechanical power and used on a highway for transporting property, or any combination thereof.

BODILY INJURY means injury to the body, sickness, or disease to any person, including death resulting from any of these.

ENVIRONMENTAL RESTORATION means restitution for the

The insurance policy to which this endorsement is attached provides automobile liability insurance and is amended to assure compliance by the insured, within the limits stated herein, as a motor carrier of property, with Sections 29 and 30 of the Motor Carrier Act of 1980 and the rules and regulations of the Federal Highway Administration (FHWA) and the Interstate Commerce Commission (ICC).

In consideration of the premium stated in the policy to which this endorsement is attached, the insurer (the company) agrees to pay, within the limits of liability described herein, any final judgment recovered against the insured for public liability resulting from negligence in the operation, maintenance or use of motor vehicles subject to the financial responsibility requirements of Sections 29 and 30 of the Motor Carrier Act of 1980 regardless of whether or not each motor vehicle is specifically described in the policy and whether or not such negligence occurs on any route or in any territory authorized to be served by the insured or elsewhere. Such insurance as is afforded, for public liability, does not apply to injury to or death of the insured's employees while engaged in the course of their employment, or property transported by the insured, designated as cargo. It is understood and agreed that no condition, provision, stipulation, or limitation contained in the policy, this endorsement, or any other

loss, damage, or destruction of natural resources arising out of the accidental discharge, dispersal, release or escape into or upon the land, atmosphere, watercourse, or body of water, of any commodity transported by a motor carrier. This shall include the cost of removal and the cost of necessary measures taken to minimize or mitigate damage to human health, the natural environment, fish, shellfish, and wildlife.

PROPERTY DAMAGE means damage to or loss of use of tangible property.

PUBLIC LIABILITY means liability for bodily injury, property damage, and environmental restoration.

endorsement thereon, or violation thereof, shall relieve the company from liability or from the payment of any final judgment, within the limits of liability herein described, irrespective of the financial condition, insolvency or bankruptcy of the insured. However, all terms, conditions and limitations in the policy to which the endorsement is attached shall remain in full force and effect as binding between the insured and the company. The insured agrees to reimburse the company for any payment made by the company on account of any accident, claim, or suit involving a breach of the terms of the policy, and for any payment that the company would not have been obligated to make under the provisions of the policy except for the agreement contained in this endorsement.

It is further understood and agreed that, upon failure of the company to pay any final judgment recovered against the insured as provided herein, the judgment creditor may maintain an action in any court of competent jurisdiction against the company to compel such payment.

The limits of the company's liability for the amounts prescribed in this endorsement apply separately, to each accident, and any payment under the policy because of any one accident shall not operate to reduce the liability of the company for the payment of final judgments resulting from any other accident.

The Motor Carrier Act of 1980 requires limits of financial responsibility according to the type of carriage and commodity transported by the motor carrier. It is the MOTOR CARRIER'S obligation to obtain the required limits of financial responsibility.

THE SCHEDULE OF LIMITS SHOWN ON THE NEXT PAGE DOES NOT PROVIDE COVERAGE.

The limits shown in the schedule are for information purposes only.

**SCHEDULE OF LIMITS
Public Liability**

Type of Carriage	Commodity Transported	Minimum Insurance
(1) For-hire (In interstate or foreign commerce).	Property (nonhazardous).	\$ 750,000
(2) For-hire and Private (In interstate, foreign, or intrastate commerce).	Hazardous substances, as defined in 49 CFR 171.8, transported in cargo tanks, portable tanks, or hopper-type vehicles with capacities in excess of 3,500 water gallons; or in bulk Divisions 1.1, 1.2, and 1.3 materials; any quantity of Division 2.3 Hazard Zone A or Division 6.1, Packing Group 1, Hazard Zone A material; in bulk Division 2.1 or 2.2; or highway route controlled quantities of a Class 7 material as defined in 49 CFR 173.403.	5,000,000
(3) For-hire and Private (In interstate or foreign commerce: in any quantity) or (In intrastate commerce: in bulk only).	Oil listed in 49 CFR 172.101, hazardous materials and hazardous substances defined in 49 CFR 171.8 and listed in 49 CFR 172.101, but not mentioned in (2) above or (4) below.	1,000,000
(4) For-hire and Private (In interstate or foreign commerce).	Any quantity of Division 1.1, 1.2 or 1.3 material; any quantity of a Division 2.3, Hazard Zone A, or Division 6.1, Packing Group 1, Hazard Zone A material; or highway route controlled quantities of Class 7 material as defined in 49 CFR 173.403.	5,000,000

Note: The type of carriage listed under (1), (2), and (3) applies to vehicles with a gross vehicle weight rating of 10,000 pounds or more. The type of carriage listed under number (4) applies to all vehicles with a gross vehicle weight rating of less than 10,000 pounds.

**SCHEDULE OF LIMITS
Public Liability**

For-hire motor carriers of passengers operating in interstate or foreign commerce

Vehicle Seating Capacity	Minimum Insurance
(1) Any vehicle with a seating capacity of 16 passengers or more.	\$ 5,000,000
(2) Any vehicle with a seating capacity of 15 passengers or less.	1,500,000



NSF International

OFFICIAL LISTING

NSF International Certifies that the products appearing on this Listing conform to the requirements of
NSF/ANSI Standard 61 - Drinking Water System Components - Health Effects

This is the Official Listing recorded on October 27, 2006.

NORIT AMERICAS INC.
3200 UNIVERSITY AVENUE
P. O. BOX 790
MARSHALL, TX 75671
903-935-4713

Facility: PRYOR, OK

Process Media

Trade Designation	Size	Water Contact Temp	Water Contact Material
Powdered Activated Carbon			
Norit PAC 200 ^[1]	NA	CLD 23	PAC
Norit PAC 20B ^[1]	NA	CLD 23	PAC
Granular Activated Carbon			
Norit GAC 1020 ^[2]	10 x 20 mesh	CLD 23	GAC
Norit GAC 1240 ^[2]	12 x 40 mesh	CLD 23	GAC
Norit GAC 1240 Plus ^[2]	12 x 40 mesh	CLD 23	GAC
Norit GAC 1240 Plus AQ ^[2]	12 x 40 mesh	CLD 23	GAC
Norit GAC 1240 Plus N ^[2]	12 x 40 mesh	CLD 23	GAC
Norit GAC 250 ^[2]	20 x 50 mesh	CLD 23	GAC
Norit GAC 300 ^[2]	8 X 30 mesh	CLD 23	GAC
Norit GAC 30S ^[2]	8 x 30 mesh	CLD 23	GAC
Norit GAC 400 ^[2]	12 x 40 mesh	CLD 23	GAC
Norit GAC 400 Plus ^[2]	12 x 40 mesh	CLD 23	GAC
Norit GAC 40S ^[2]	12 x 40 mesh	CLD 23	GAC
Norit GAC 40SAB ^[2]	12 x 40 mesh	CLD 23	GAC
Norit GAC 610 ^[2]	6 x 10 mesh	CLD 23	GAC
Norit GAC 816 ^[2]	8 x 16 mesh	CLD 23	GAC
Norit GAC 820 ^[2]	8 x 20 mesh	CLD 23	GAC
Norit GAC 820E ^[2]	8 x 20 mesh	CLD 23	GAC
Norit GAC 830 ^[2]	8 x 30 mesh	CLD 23	GAC
Norit GAC 830 Plus ^[2]	8 x 30 mesh	CLD 23	GAC

[1] Certified for a maximum use level of 250 mg/L.

[2] The carbon source is bituminous coal.

NOTE: All Listed products from this facility are NSF Certified, whether or not they bear the NSF Mark. Carbon source is bituminous coal and sub-bituminous coal.

NOTE: Certified for water treatment plant applications.
This product has not been evaluated for point of use applications.

Note: Additions shall not be made to this document without prior evaluation and acceptance by NSF International.

1 of 2

769 N. Dixboro Road, Ann Arbor, Michigan 48105-9723 USA
1-8-NSF-MARK 734-769-8010
www.nsf.org

02160

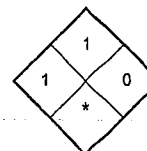
NORIT Americas Inc.
The Purification Company



MATERIAL SAFETY DATA SHEET

NORIT MSDS No. 106
Revision Date: October 10, 2006
Revision No. 00

NFPA HAZARD SYMBOL*



4-Extreme
3-High
2-Moderate
1-Slight
0-Insignificant
*-See Section 16 for
Special Hazards

NORIT Activated Carbons

1. CHEMICAL PRODUCT AND COMPANY IDENTIFICATION

NORIT Americas Inc.

3200 West University Avenue

Marshall, TX 75670

Emergency Telephone Numbers:

Chem-tel (800) 255-3924 (24 hour)

Sales Office (800) 641-9245

Marshall Plant (903) 923-1000

Names used on product labels:

HYDRODARCO® A
HYDRODARCO® AL
HYDRODARCO® B
HYDRODARCO® C

HYDRODARCO® E
HYDRODARCO® H
HYDRODARCO® R
HYDRODARCO® W

HYDRODARCO® 610
HYDRODARCO® 614
HYDRODARCO® 816
HYDRODARCO® 820

HYDRODARCO® 3000
HYDRODARCO® 4000
HYDRODARCO® Super

HYDRODARCO® is a registered trademark of NORIT Americas Inc.

Chemical Name • Activated Carbon

Product Use • Liquid and vapor applications (purification, decolorization, separation, and deodorization)

2. COMPOSITION / INFORMATION ON INGREDIENTS

IDENTITY	CAS NO.	%
Activated Carbon	7440-44-0	100

3. HAZARDS IDENTIFICATION

EMERGENCY OVERVIEW:

Odorless black granules or powder. **Activated carbon (especially when wet) can deplete oxygen from air in enclosed spaces, and dangerously low levels of oxygen may result.** When workers enter a vessel containing activated carbon, follow procedures for potentially low oxygen. Workers should also take appropriate precautions when dealing with spent (used) activated carbons which may exhibit properties of adsorbed materials.

POTENTIAL HEALTH EFFECTS:

Medical conditions aggravated by exposure: None documented

Routes of Exposure:

- Eyes: • Not corrosive, but like most particulate materials, may cause mild physical irritation.
- Skin: • Not corrosive and not a primary skin irritant. Mild irritation is possible due to abrasive action of dust.
- Ingestion: • No known deleterious effects.
- Inhalation: • Possible mild irritation of respiratory tract due to drying and abrasive actions of dust.
- Chronic Effects: • IARC: Not listed • NTP: Not listed • OSHA: Not regulated

For additional information, see Section 16.

Page 3 of 4
 NORIT MSDS No. 106
 Revision Date: October 10, 2006
 Revision No. 00



NORIT Activated Carbons

8. EXPOSURE CONTROLS / PERSONAL PROTECTION

- Engineering Controls: • Use local exhaust ventilation to control emissions near the source.
- Eye Protection: • Safety glasses with side shields are recommended for any type of handling. Where eye contact or dusty conditions may be likely, dust tight goggles are recommended. Have eye flushing equipment available.
- Skin Protection: • Avoid skin contact with this product. Wear appropriate dust resistant clothing. Wash contaminated clothing and clean protective equipment before reuse. Wash skin thoroughly after handling.
- Respiratory Protection: • Keep dust exposure to a minimum with engineering and administrative controls. Use appropriate NIOSH/MSHA approved particulate respirators if necessary. Observe respirator use limitations specified by NIOSH/MSHA or the manufacturer.

Airborne Exposure Guidelines:

Recommended Exposure Limits 8-hr TWA	Activated Carbons
Total Dust	2.1 mg/m ³ *
Respirable Fraction	0.7 mg/m ³ *

*OSHA and ACGIH have not established specific exposure limits for this material. These guidelines are based on a conservatively high concentration of silica quartz (12%). Actual airborne silica concentrations may be much lower. If so, the PEL or TLV would be higher. No ceiling or short-term exposure limits have been set by OSHA or ACGIH.

9. PHYSICAL AND CHEMICAL PROPERTIES

Boiling Point, C:	• NA	Freezing Point, C:	• NA
Bulk Density - Granular Grades	• 21-25 lbs/ft ³	% Volatiles	• NA
Bulk Density - Powder Grades	• 15-38 lbs/ft ³	Solubility in Water	• Insoluble
Vapor Pressure	• NA	Appearance and Odor	• Black granules or powder with no odor
Vapor Density	• NA		
Evaporation Rate	• NA		

NA - Not applicable

10. STABILITY AND REACTIVITY DATA

- Stability: • This product is stable under the specified conditions of storage, shipment and use.
- Incompatibility: • Contact with strong oxidizers such as ozone, liquid oxygen, chlorine, permanganate, etc. may result in rapid combustion. Avoid contact with strong acids.
- Hazardous Decomposition Products: • Oxides of Carbon
- Hazardous Polymerization: • Does not occur.

11. TOXICOLOGICAL INFORMATION

This material is non-toxic in its original state. Used activated carbon may exhibit characteristics of the adsorbed material.

12. ECOLOGICAL INFORMATION

This material, in its original state, is not harmful to the environment. Used activated carbon may exhibit characteristics of the adsorbed material.

13. DISPOSAL CONSIDERATIONS

Activated carbon, in its original state, is not a hazardous material or hazardous waste. Follow applicable governmental regulations for waste disposal.

Used activated carbon may become classified as a hazardous waste depending upon the application. Follow applicable regulations for disposal.

Recycling (reactivation) may be a viable alternative to disposal. Contact NORIT Americas Inc. for information.

Current Supplier	Norit		Location	Chemical	Concentration	Annual Volume	Unit of Measure	Container Type	Shipment Quantity	Shipment Type	2008 Cost	Yearly Total
IL		Alton	Carbon - Powdered Activated	Lignite	30,000.00	dry lbs	1000 lb supersack	6	Bags	\$ 0.7600	\$22,800.00	
IL		Cairo	Carbon - Powdered Activated	Lignite	8,100.00	dry lbs	50 lb bag	80	Bags	\$ 0.7400	\$5,984.00	
IL		East St. Louis WTP	Carbon - Powdered Activated	Lignite	93,975.00	dry lbs	1000 lb supersack	20	Bags	\$ 0.6800	\$63,903.00	
IL		Granite City WTP	Carbon - Powdered Activated	Lignite	19,239.00	dry lbs	1000 lb supersack	4	Bags	\$ 0.8100	\$15,583.59	
IL		Peoria	Carbon - Powdered Activated	Lignite	13,000.00	dry lbs	50 lb bag	100	Bags	\$ 0.7700	\$10,010.00	
IL		Peoria	Carbon - Powdered Activated	Lignite	13,001.00	dry lbs	900 lb sacks	14	Sacks	\$ 0.7400	\$9,620.74	
IL		Pontiac	Carbon - Powdered Activated	Lignite	38,534.00	dry lbs	Bulk	16000	lbs	\$ 0.6600	\$25,432.44	

Current Supplier	Location	Chemical	Concentration	Annual Volume	Unit of Measure	Container Type	Shipment Quantity	Shipment Type	2008 Cost	Yearly Total
IN	Kokomo WTP	Carbon - Powdered Activated	Lignite	10,000.00	dry lbs	50 lb bag	120	Bags	\$ 0.7600	\$7,600.00
IN	Muncie - White River WTP	Carbon - Powdered Activated	Lignite	35,000.00	dry lbs	50 lb bag	200	Bags	\$ 0.7200	\$25,200.00
IN	NW Op - Borman Park WTP	Carbon - Powdered Activated	Lignite	100,000.00	dry lbs	Bulk	45000	lbs	\$ 0.5500	\$55,000.00
IN	NW Op - Ogden Dunes WTP	Carbon - Powdered Activated	Lignite	30,000.00	dry lbs	50 lb bag	480	Bags	\$ 0.6000	\$18,000.00
IN	Richmond - Middle Fork WTP	Carbon - Powdered Activated	Lignite	10,000.00	dry lbs	50 lb bag	6000	120 bag	\$ 0.7600	\$7,600.00

Current Supplier	Norrit		Chemical	Concentration	Annual Volume	Unit of Measure	Container Type	Shipment Quantity	Shipment Type	2008 Cost	Yearly Total
MO	Location	Jefferson City	Carbon - Powdered Activated	Lignite - Hydro Darco B	50,834.00	dry lbs	Bulk	15000	lbs	\$ 0.6200	\$31,517.08
MO		Joplin	Carbon - Powdered Activated	Lignite	7,000.00	dry lbs	50 lb bag	16	Bags	\$ 0.8400	\$5,880.00
MO		St. Louis - Central	Carbon - Powdered Activated	Lignite	571,670.00	dry lbs	Bulk	40000	lbs	\$ 0.5400	\$308,701.80
MO		St. Louis - Meramec	Carbon - Powdered Activated	Lignite	57,959.00	dry lbs	50 lb bag	20000	Bags	\$ 0.6500	\$37,673.35
MO		St. Louis - North	Carbon - Powdered Activated	Lignite	231,402.00	dry lbs	Bulk	40000	lbs	\$ 0.5300	\$122,643.06
MO		St. Louis - South	Carbon - Powdered Activated	Lignite	63,535.00	dry lbs	50 lb bag	20000	lbs	\$ 0.6300	\$40,027.05

Current Supplier		Noni		Chemical		Concentration	Annual Volume	Unit of Measure	Container Type	Shipment Quantity	Shipment Type	2008 Cost	Yearly Total
State	Location												
NJ	JBTP & SRTP	Carbon - Powdered Activated	76,958.00	dry lbs	900 LB	24		Bags		\$ 0.7500		\$57,718.50	
NJ	Short Hills	Carbon - Powdered Activated	20,000.00	dry lbs	50 lb bag	100		Bags		\$ 0.8865		\$17,730.00	
NJ (Etown)	Raritan - Millstone	Carbon - Powdered Activated	190,620.00	dry lbs	Bulk	45,000 Pounds		1lb		\$ 0.6100		\$116,278.20	

Current Supplier	Vendor	Location	Chemical	Concentration	Annual Volume	Unit of Measure	Container Type	Shipment Quantity	Shipment Type	2008 Cost	Yearly Total
OH	Ashtabula WTP	Carbon - Powdered Activated	Lignite	26,000.00	dry lbs	50 lb bag	50	Bags	\$ 0.8500	\$22,100.0000	
OH	Marion WTP	Carbon - Powdered Activated	Lignite	84,400.00	dry lbs	50 lb bag	160	Bags	\$ 0.7600	\$64,144.0000	

Recommended Supplier	Location	Chemical	Concentration	Annual Volume	Unit of Measure	Container Type	Shipment Quantity	Shipment Type	2008 Price
PA	Aldrich - Pittsburgh	Carbon - Powdered Activated	Lignite - Iodine #>500	160,000.00	dry lbs	Bulk	40000	lbs	\$ 0.6250
	Brownell	Carbon - Powdered Activated	Lignite - Iodine #>500	14,000.00	dry lbs	50 lb bag	100	Bags	\$ 0.9200
	Brownsville	Carbon - Powdered Activated	Lignite - Iodine #>500	2,200.00	dry lbs	50 lb bag	100	Bags	\$ 0.9900
	Butler	Carbon - Powdered Activated	Lignite - Iodine #>500	0.00	dry lbs	50 lb bag	100	Bags	\$ 0.8950
	Ceasatown	Carbon - Powdered Activated	Lignite - Iodine #>500	200,000.00	dry lbs	Bulk	40000	lbs	\$ 0.6500
	Chinchilla	Carbon - Powdered Activated	Lignite - Iodine #>500	0.00	dry lbs	50 lb bag	132	Bags	\$ 0.9200
	Clarton	Carbon - Powdered Activated	Lignite - Iodine #>500	0.00	dry lbs	50 lb bag	20	Bags	\$ 1.0700
	Coatesville - Rock Run Plant	Carbon - Powdered Activated	Lignite - Iodine #>500	109,000.00	dry lbs	50 lb bag	240	Bags	\$ 0.8600
	Ellwood City	Carbon - Powdered Activated	Lignite - Iodine #>500	0.00	dry lbs	50 lb bag	20	Bags	\$ 1.0700
	Fallbrook	Carbon - Powdered Activated	Lignite - Iodine #>500	15,000.00	dry lbs	50 lb bag	100	Bags	\$ 0.9200
	Hays Mine - Pittsburgh	Carbon - Powdered Activated	Lignite - Iodine #>500	7,000.00	dry lbs	Bulk	40000	lbs	\$ 0.6250
	Hershey	Carbon - Powdered Activated	Lignite - Iodine #>500	36,000.00	dry lbs	50 lb bag	400	Bags	\$ 0.8200
	Huntsville	Carbon - Powdered Activated	Lignite - Iodine #>500	0.00	dry lbs	50 lb bag	100	Bag	\$ 0.9200
	Indiana	Carbon - Powdered Activated	Lignite - Iodine #>500	1,500.00	dry lbs	50 lb bag	20	Bags	\$ 1.0700
	Lake Scranton	Carbon - Powdered Activated	Lignite - Iodine #>500	300,000.00	dry lbs	Bulk	40000	lbs	\$ 0.6500
	Milton	Carbon - Powdered Activated	Lignite - Iodine #>500	25,000.00	dry lbs	50 lb bag	100	Bags	\$ 0.9200
	Montrose	Carbon - Powdered Activated	Lignite - Iodine #>500	0.00	dry lbs	50 lb bag	40	Bags	\$ 0.9500
	Nesbitt	Carbon - Powdered Activated	Lignite - Iodine #>500	65,000.00	dry lbs	50 lb bag	280	Bags	\$ 0.9600
	New Castle	Carbon - Powdered Activated	Lignite - Iodine #>500	0.00	dry lbs	50 lb bag	100	Bags	\$ 0.8900
	Norristown Plant	Carbon - Powdered Activated	Lignite - Iodine #>500	25,000.00	dry lbs	Bulk	40000	lbs	\$ 0.6250
	Watres	Carbon - Powdered Activated	Lignite - Iodine #>500	85,000.00	dry lbs	Bulk	40000	lbs	\$ 0.6500
	Yardley	Carbon - Powdered Activated	Lignite - Iodine #>500	4,500.00	dry lbs	50 lb bag	40	Bags	\$ 0.9900

