



AQUATECH
P O O L M A N A G E M E N T G R O U P



McKinley Mill HOA

CHARLOTTE

TRIAD

TRIANGLE

POOL MANAGEMENT CONTRACT

THIS AGREEMENT, made and entered to this 6^h Day of January, 2022 by and between **AQUA TECH POOL MANAGEMENT-TRIAD, LLC** (hereinafter “AQUA TECH”) and **MCKINLEY MILL HOA** (hereinafter “OWNER”). This agreement pertains to the facility located at 3508 Pritchard Court, Raleigh, NC 27616. The term of this agreement is January 7, 2022 to December 31, 2023.

1. AQUA TECH agrees to manage Owner’s pool and provide the services and supplies as set forth herein.
2. Owner agrees to provide AQUA TECH equipment and assistance and to pay AQUA TECH timely as set forth herein.
3. **PAYMENTS:** AQUA TECH hereby agrees to perform the work and services set forth herein for the price of **\$26,400.00 + applicable taxes for the 2022 pool season \$26,400.00 + applicable taxes for the 2023 pool season**, upon specifications, conditions and terms as set forth herein. Payments by Owner to AQUA TECH shall be made in accordance with the following schedule:
 - a. 15% - Due at Signing**
 - b. 10% - May 1st
 - c. 25% - June 1st
 - d. 25% - July 1st
 - e. 15% - August 1st
 - f. 10% - September 1st

** 2022 only. Following year will be as follows:

- g. 15% - May 1st
- h. 25% - June 1st
- i. 25% - July 1st
- j. 25% - August 1st
- k. 10% - September 1st

Payments are due as indicated above. Any and all payments, including, but not limited to payments as specified above, payments for repairs, equipment, or labor, not made on or before ten (10) days from the due date shall be subject to a delinquent payment of 5% of the amount due or any portion thereof, plus an additional 5% per month if applicable for delinquencies over 30 days. In the event payments are not received within fifteen (15) days from the due date, AQUA TECH shall have the right, at its option, and upon ten days written notice to OWNER, to terminate its services under this Agreement and to withdraw and remove all personnel from OWNER’s pool facilities in the event that payment is not made within such ten (10) day period

DATES OF OPERATION:

- The pool will open on May 21, 2022 and close on September 11, 2022.
- The pool will open on May 20, 2023 and close on September 10, 2022.

HOURS OF STAFFING:

| | |
|------------|-------------------------|
| *Monday | 10:00 a.m. to 8:00 p.m. |
| *Tuesday | 10:00 a.m. to 8:00 p.m. |
| *Wednesday | 10:00 a.m. to 8:00 p.m. |
| *Thursday | 10:00 a.m. to 8:00 p.m. |
| *Friday | 10:00 a.m. to 8:00 p.m. |
| Saturday | 10:00 a.m. to 8:00 p.m. |
| Sunday | 12:00 p.m. to 8:00 p.m. |

*On days Wake County Schools are in session, the pool will be attended from 4:00 pm-8:00 pm. This is based on a closing date of approximately June 10th and an approximate opening date of August 29th. If any changes are made to the school calendar that alters closing or starting dates, the pricing will be adjusted accordingly and provided to the OWNER.

ATTENDANT SCHEDULE:

- One (1) attendant will be on duty from open to close.

AQUA TECH recommends that supervision by certified personnel be required for any use of the pool. OWNER agrees to indemnify and hold AQUA TECH harmless for any claims arising from the use of the pool(s) other than during those times specified above.

Note: No changes in operating dates or times will be permitted after April 1st of any given year, with the exception of extending the pool season as outlined below.

4. **POST- LABOR DAY:** At the option of the OWNER, AQUA TECH will staff and maintain the pool and provide all necessary services to allow swimming after Labor Day. The OWNER will notify AQUA TECH in writing by August 12th concerning Post-Labor Day opening. The cost for Post-Labor Day operation **not covered by this Agreement** will be \$100.00 for each day (including days the pool is closed) from Labor Day through the final day the pool is open for swimming, plus \$30.00 per labor hour for time worked on or before September 18. The cost for Labor hours after September 18th shall be \$35.00 per labor hour. The amount shall be payable to AQUA TECH on or before August 12th with written notice. This cost is extra to the Agreement in addition to the fees as provided herein after.
5. **PRE-SEASON OPENING:** AQUA TECH agrees to make pool “ready to swim” by completing the following services:
 - a. remove pool cover
 - b. vacuum pool
 - c. clean pool enclosure of loose debris
 - d. inspect chemical feeders (report problems as needed)
 - e. inspect all filtration equipment (report problems as needed)
 - f. inspect flow meters, pressure gauges, and valves (report problems as needed)
 - g. mount diving boards, guard chairs, and ladders (report problems as needed)
 - h. clean bath house
 - i. inspect and re-supply water testing supplies

- j. inspect underwater lights (report problems as needed)
- k. set up and clean all deck furniture
- l. start up equipment (report problems as needed)
- m. order, store and inject all necessary chemicals to establish proper levels for:

| | |
|------------------|---------------|
| free chlorine | 2.0 – 5.0 ppm |
| total alkalinity | 80 - 120 ppm |
| pH | 7.2 - 7.8 ppm |
| calcium hardness | 200-500 ppm |
| cyanuric acid | below 80 |

6. **PERMIT:** AQUA TECH will assist Owner in obtaining a Swimming Pool Operation Permit from the local health department with a \$50 processing fee.

AQUA TECH shall:

- a. clean and chemically balance pool to local health department standards
- b. complete the Operating Permit Application and return it to the health department with the Permit Fee (paid by Owner)
- c. assist Owner with identifying and completing all necessary repairs, as needed
- d. schedule pre-season Health Department inspection and secure permit

7. **POOL OPERATIONS:** AQUA TECH agrees to furnish a pool manager, attendants, and other personnel as required to operate the pool. All personnel hired by AQUA TECH will be employed by AQUA TECH and will be considered employees of AQUA TECH.

8. **POOL STAFF:** The pool shall be staffed by one (1) attendant at all times (unless otherwise specified), from open to close.

9. **CLEANING:** Cleaning and maintenance work will be completed by the attendant throughout the day.

10. **VANDALISM:** Additional reasonable charges for cleanup required as the result of vandalism shall be paid by Owner to AQUA TECH, provided such charges have been approved by Owner. When dealing with broken glass inside of the pool area, AQUA TECH, as directed by local regulatory agency, will always suggest pool be completely drained and cleaning. If OWNER declines the option to drain and clean pool, AQUA TECH will make every effort to ensure no glass gets missed, but shall not be held liable for any claims or injury resulting from broken glass.

11. **SUPERVISION:** The pool manager will inspect the pool (and facilities) at least five times each week during the full-time operation of the pool. Additional inspections and/or visits to the pool will be made by an AQUA TECH Regional Supervisor as needed to assure Owner's and AQUA TECH's satisfaction with work being done at the pool.

12. **ADDITIONAL ATTENDANTS:** AQUA TECH will provide additional attendants for special events and after-hours parties at the request of the Owner, and subject to the following:

- Attendant hours provided by AQUA TECH, other than those specified in this contract, shall be billed at a rate of \$25.00 per attendant hour.
- For parties or special events Owner is responsible for giving AQUA TECH seven (7) days prior written notice as to:

- a. the date and time of the function
- b. the number of people estimated to attend
- c. the general age group of the people scheduled to attend
- d. whether alcoholic beverages will be permitted at the party
- e. any special admission instructions
- f. how many monitors are needed

- Any time spent by AQUA TECH personnel cleaning up after use by any special group or party will involve additional charges.

13. **INSTRUCTIONS:** Swimming instruction will be provided by AQUA TECH for the Owner's members. Company shall have exclusive rights to swimming lessons at Owner's pool during the term of this Agreement.

14. **RAIN DAYS:** On rainy days AQUA TECH will keep at least one (1) attendant at the pool until two hours before closing time. At such time, if the weather is still unsuitable for swimming, the pool will be closed for the day. If conditions warrant, an exception to "two hours before closing time" may be approved by AQUA TECH Manager and Owner or Owner approved representative. AQUA TECH shall have the right to close the pool early in the event of severe weather, as defined by the National Weather Service. The attendant will complete all pool closing duties prior to leaving that can be accomplished without endangering themselves by weather conditions. The designated Board member will be contacted prior to leaving. If the contact is unavailable, a message will be left on their voice mail that the pool has been closed.

15. **MINIMUM SAFETY STANDARDS:** OWNER agrees and acknowledges that it is the OWNER's responsibility and duty to operate OWNER's pool within the established minimum safety standards. The National Spa and Pool Institute "Minimum Standards for Public Pools", the National Electrical Code, and any and all local health and building codes shall be used as minimum standards for safety herein.

- AQUA TECH shall verify that OWNER's pool is in compliance with minimum standards in the following areas:

- a. Pool deck free of trip hazards, and equipped with all necessary depth marking.
- b. Safety equipment: ring buoy(s), shepherd's hook(s), first aid kit, safety rope
- c. Proper signage as required by governing body.
- d. Compliance with all current National Electric Code (NEC) guidelines including:
 - a. GFI circuit breakers for underwater pool lights.
 - b. GFI circuit breakers for all pool pumps.
 - c. Proper lighting in rooms where guests and operator will be present.
 - d. Proper bonding of pool pumps, handrails, ladders and other equipment.
 - e. Proper functionality of required exhaust fans or ventilation systems.
 - f. Proper functionality of GFI receptacles inside and outside of pool house.
 - g. Proper functionality of underwater lights and perimeter lighting.
 - i. Only if night swimming or swimming near listed time of sunset is permitted.
 - h. Note: An electrical safety inspection may be required to ensure pool meets current NEC guidelines.
- e. Compliance with all necessary OSHA requirements including:

- a. An eyewash station capable of supplying a steady stream of solution for 15 minutes.
- b. All Personal Protective Equipment (PPE) necessary for handling pool chemicals.
- f. Compliance with Fire Marshall Inspections and/or local fire code including:
 - a. Any required inspections, chemical permits or associated fees are responsibility of OWNER
 - b. Any fire safety or facility safety related items including but not limited to; signage, fire extinguishers, access/entrance control, egress, or chemical storage requirements.
- g. Compliance with the Virginia Graeme Baker Pool and Spa Safety Act regulating swimming pool main drain and equalizer covers.

- Payment for work and equipment to bring OWNER's pool within minimum standards on the above items shall be the responsibility of OWNER.
- AQUA TECH shall have the right to cancel this Agreement, without penalty, if OWNER elects not to have pool brought up to minimum standards as defined above.

16. **WADING POOL (if applicable):** AQUA TECH agrees to maintain the wading pool and maintain proper water chemistry. AQUA TECH shall be responsible for enforcing Owner's established and published pool regulations.

17. **POST-SEASON CLOSING:** The pool will be considered closed to swimmers per the attached schedule, and AQUA TECH will fulfill closing responsibilities. AQUA TECH will complete the following services, as applicable:

1. Water Quality

- a. PH between 7.2-7.8
- b. Free chlorine above 0.5 ppm
- c. Total alkalinity between 80-120
- d. Cyanuric acid below 80 ppm
- e. Calcium Chloride greater than 200 ppm and below 500 ppm
- f. Add algaecide to retard algae growth

2. Winter Maintenance

- a. pool will be visited one time every two weeks while pumps are running
- b. pool will be visited one time per month while after (if) pumps have been winterized and pool is covered
- c. fill/ drain pools to proper water level
- d. add anti-freeze to appropriate fixtures and equipment
- e. drain pumps and hair / lint strainers
- f. backwash and drain filter tanks
- g. open all valves to appropriate settings
- h. clean, store, and cover OWNER's furniture where designated by OWNER
- i. remove and store skimmer parts
- j. remove and store all moveable ladders, lifeguard chairs, and diving boards and other equipment when required
- k. clean chemical feeders
- l. drain and properly store all hoses
- m. install pool cover
- n. prepare pool and pool plumbing lines for freeze protection

- o. winterization of restrooms/pool house/cabanas not included
 - a. if needed can be performed at an additional charge of \$300.00

18. **PERSONNEL:** AQUA TECH agrees to pay the following for its employees, including all pool managers and attendants; included but not limited to:

- a. wages
 - b. income tax withholdings
 - c. Social Security withholdings
 - d. state unemployment insurance
 - e. federal unemployment insurance
 - f. Worker's Compensation insurance
- Pool managers and attendants shall have the authority to discipline swimmers and any and all other persons within the pool facility within their best judgment and sole discretion consistent with the published and posted rules of Owner and minimum safety standards as established herein.
 - AQUA TECH will train personnel. Personnel not performing up to the standards of the Owner will be replaced by AQUA TECH in a timeframe agreeable to both Owner and AQUA TECH.
 - Certified Pool Operator (CPO) will train all management personnel on independent mechanical and chemical operation of Owner's facility.
 - Due to Federal Labor laws, AQUA TECH employees may be required to take a 30 minute break during their scheduled shift.
 - Whereas, AQUA TECH will invest substantial resources to train and convey information concerning operational techniques and management procedures to its employees at the OWNER's facility and OWNER acknowledges that such information and investment is a valuable asset to AQUA TECH's business, OWNER agrees that no employee or former employee of AQUA TECH shall work at the OWNER's facility for a period of two (2) years following the expiration or termination of this Agreement.
 - Various AQUA TECH personnel will be responsible for the following duties:
 - a. monitoring pool area and entrance (**Pool is not lifeguarded, Swim At Own Risk**)
 - b. checking water chemistry and recording readings every hour
 - c. maintaining chemical balance of pool water
 - d. vacuuming pool
 - e. cleaning tiles around pool edge
 - f. backwashing filter system
 - g. cleaning bathhouses daily
 - h. cleaning swimming pool area
 - i. emptying trash and moving roll-outs to curb on designated days
 - j. straightening deck furniture and maintaining cleanliness on a daily basis
 - k. replenishing janitorial supplies in bathhouse
 - l. enforcing rules of Owner as posted, for safety of Owner members and guests
 - m. assisting Owner in collecting guest fees and administering written membership entrance policy

n. monitor immediate area outside pool fence to include parking lot and common area -staff is not responsible for maintenance to this area.

19. **WATER QUALITY:** AQUA TECH and its agents, employees, representatives, contractors will be responsible for maintaining the condition of the swimming pool water within the tolerances of the local health department while pool is open to swimmers.

- At no time will the water chemistry cause a failure of permission to operate the pool granted by local health departments. In the event the local health department revokes permission to operate pool due to poor water quality, Owner shall be entitled to a partial refund of the contract price set forth herein computed by the following formula:
- Number of days closed times the average daily portion of the contract price (total price divided by number of days pool is to be in operation as determined by this Contract).
- If, in the discretion of AQUA TECH, it is determined that the water quality is insufficient to properly operate the pool, AQUA TECH shall have the right to close the pool for such period of time as shall be necessary to correct the water quality. Any such closing shall entitle Owner to a refund in accordance with the formula stated above.
- AQUA TECH is responsible for paying any fines by governmental authority due to poor water quality incurred during the 2019 swim season. Any additional fines resulting from poor water quality in previous seasons is the responsibility of the Owner.

20. **FACILITY SURVEY:** AQUA TECH will perform a Pre/Post Season Facility Survey with no additional fee. AQUA TECH will provide the Owner with recommendations for short-term as well as long-term needs of the facility. At the Owner's request, Aqua Tech will perform any repairs listed in the survey.

21. **REPAIR WORK:** AQUA TECH shall stand ready to perform any repair work needed, however, the OWNER shall have of using another contractor for repair work. Work will be billed as follows:

- a. AQUA TECH will perform minor repairs to the pool and recirculation system, as part of the service provided in this contract; however, Owner shall pay for parts and/ or materials as needed.
- b. Any repairs required as the result of AQUA TECH shall be paid for by AQUA TECH with no cost to the OWNER.
- c. For repair work wherein the cost does not exceed \$250.00, Aqua Tech shall invoice the OWNER.
- d. Any work or equipment in excess of \$250.00 to be provided by AQUA TECH or AQUA TECH'S Sub-Contractor's, shall be undertaken only upon authorization by the designated representative of OWNER. Upon authorization, AQUA TECH will perform work and invoice OWNER. In the event the OWNER elects not to have such work performed, AQUA TECH may cancel Agreement if the failure to have such work performed interferes with AQUA ECH's ability to carry out its responsibilities under this agreement.
- e. AQUA TECH will advise the OWNER with regards to any necessary major repairs.

AUTHORITY TO ACT IN CASE OF EMERGENCY:

- a. In the event of an emergency or imminent safety hazard as deemed by AQUA TECH Senior Management (Vice President or above), AQUA TECH will make every effort to contact OWNER representative prior to dispatch of technician(s). OWNER agrees to authorize any expense less than \$1,000.00 without the requirement for prior approval when prior approval could not be achieved. Emergencies that may require immediate action listed but not limited to those below:
 - a. Failures in pool systems that require immediate pool closure including:
 - i. Pump motors/circulation system
 - ii. Gates, barriers or access control systems.
 - iii. Electrical systems
 - iv. Plumbing systems
 - v. Main drains
 - b. Emergency repairs will be considered based on the following criteria:
 - i. If delays will cause residents or staff to be in immediate danger.
 - ii. If delays have the potential to cause an extended closure of the pool.
 - iii. If delays have the potential to cause additional damage to the facility.

22. **CHEMICALS AND SUPPLIES:** AQUA TECH agrees to supply, at its expense:

- a. All chemicals for safe and clean pool water throughout the summer, including chlorine, pH adjustment chemicals, calcium chloride, sodium bicarbonate, and chlorine stabilizer as needed. AQUA TECH reserves the right to bill OWNER additional for chemicals that are non-standard, such as phosphate removers, algaecides and water clarifier.
- b. A digital automated chemical controller to sense and dispense liquid chlorine and pH balancing chemicals 24 hours per day as needed. Includes installation, all necessary tanks, fittings, tubing and connectors. AQUA TECH will provide a chlorinator for OWNER's main pool during the terms of this Agreement. Chlorinator will be property of owner after one year of service and all maintenance and repair of the chlorination system will be responsibility of OWNER after first year of service.
- c. Unless agreed otherwise herein, AQUA TECH reserves the right to remove this equipment upon expiration or termination of this Agreement if in the first year.
- d. The following pool and janitorial supplies:
 - Toilet paper and paper towels
 - trash can liners for the pool area
 - buckets
 - sponges
 - scrub pads
 - tile cleaner
 - general purpose cleaner for patio furniture and other general cleaning needs
- e. OWNER shall be responsible for providing, at no cost to AQUA TECH, other equipment such as:

| | |
|-----------------------------|-------------------|
| leaf rake | water hoses |
| battery powered leaf blower | hose nozzles |
| light bulbs | pool vacuum heads |
| fire extinguisher | pool poles |

| | |
|---------------------------------|--------------------------------|
| pool vacuum hoses | life line |
| ring buoys | first aid kit |
| life hooks | pool brush |
| pool signs | broom and dustpan |
| skimmer baskets, weirs and lids | mop and bucket (or) |
| return outlet covers | deck brush and squeegee |
| trash receptacles | lifeguard stands |
| clock | rescue tubes |
| water test kit | umbrellas for lifeguard stands |

Any items from the above list that are not on site prior to 60 days before scheduled pool opening date shall be considered preapproved by OWNER and will be delivered to the pool and billed by AQUA TECH.

OWNER shall be responsible for lawn care and landscaping around the facility, including outside and inside of the fence line. Monthly weed and pest control around the pool deck is recommended.

- f. **Additional Chemicals:** If additional chemicals are required to maintain or correct pool water chemistry due to a failure or breakdown of OWNER's equipment, environmental issues, or loss of water due to a defect in OWNER's pool or recirculation system (neither of which are attributed to negligence or other fault of AQUA TECH or agents), OWNER agrees to pay as an additional charge, the reasonable expense of all said additional chemicals.

23. **ACCESS AND UTILITIES:** Owner will permit and maintain free access to the pool site, and upon signing this contract, Owner will provide access keys (number to be dictated by pool manager) to open any and all locks required to properly and safely operate the pool. Owner shall also provide security clearance and the necessary codes to disarm any alarm system. AQUA TECH shall keep and safeguard all keys, releasing keys only to authorized personnel. All keys provided AQUA TECH will be returned to Owner in the event of termination of this Agreement.

Owner further agrees to furnish without cost to AQUA TECH:

- c. water
- d. electricity
- e. 110 volt electrical outlet in pump room
- f. garbage pick-up service
- g. lifeguard stand and umbrella for lifeguard stand
- h. telephone access

24. **TELEPHONE:** OWNER shall be responsible for providing an operational emergency telephone accessible at the pool site. Per Health Department regulations, the pool must be closed if the emergency telephone is not operational. OWNER is responsible for having the emergency telephone in operation by **MARCH 1st**. Any pool inspections that must be rescheduled due to emergency phone not working will require a re-inspection fee of **\$100**, and will be charged **\$50 per day** for each the inspection must be rescheduled which will be billed to and responsibility of OWNER. In the event of a telephone outage, AQUA TECH will try a new landline phone to determine if the phone itself is the problem. Meeting phone company

technicians, further diagnostics or troubleshooting are the responsibility of the OWNER or OWNER's representative.

25. **EMERGENCY CLOSING OF POOL:** Owner and/ or AQUA TECH may close the pool in an emergency situation, whether the emergency is caused by breakdown of equipment, or by other causes outside of AQUA TECH's control; this shall not require any change or adjustment in any of the provisions of this Agreement. Should a time lapse more than ten (10) days be necessary to perform repairs and/ or restore pool to normal operations, AQUA TECH shall refund fifty (50) percent of the daily operating cost from the tenth day on. This refund will occur until such time as the pool is reopened for normal operation within thirty (30) days, Owner may cancel this Agreement by written notice to AQUA TECH. Should the pool close due to AQUA TECH associated performance, for one day or more, AQUA TECH will refund 100% of the daily operation cost beginning on the second day of closure.
26. **AQUA TECH INSURANCE/ LIABILITY:** AQUA TECH shall maintain and keep in full force the following coverage:
- a. Worker's Compensation insurance covering any persons engaged on behalf of AQUA TECH in the performance of the terms of this Agreement who cannot demonstrate proof of Worker's Compensation insurance coverage.
 - b. General liability insurance in the amount of \$10,000,000.00
 - c. AQUA TECH agrees to supply copies of the certificates of insurance to Owner verifying the above-mentioned insurance coverage. It is the responsibility of Owner to provide all other insurance coverage
 - d. AQUA TECH assumes no liability for damage or injury to persons or property arising from or caused by Acts of God. Except as to agents, employees, representatives, contractors of AQUA TECH, AQUA TECH assumes no liability for damage or injury to persons or property arising from or caused by physical or mental incapacity, physical or mental diminution, or intoxication from alcohol or other substances, whether legal or illegal. AQUA TECH shall not be liable or responsible for any injuries or damages that arise at any time during which AQUA TECH monitors were not in use unless caused by the negligence of AQUA TECH. Further, AQUA TECH shall not be held liable for any personal effects of any person or persons utilizing the pool facilities.

27. **OWNER INSURANCE/ LIABILITY:**
Owner shall maintain and keep in full force and effect following coverage:

- a. Premises liability insurance
- b. Comprehensive general liability insurance in the amount of \$1,000,000.00 each accident and \$1,000,000.00 each person.

Owner agrees to supply copies of the certificates of insurance to AQUA TECH verifying the above-mentioned insurance coverage.

28. **CANCELLATION:** OWNER shall have the right to cancel this Agreement based on AQUA TECH's non-performance and/or a 30 day out with or without cause.

Aqua Tech shall have the right to cancel this Agreement based on the OWNER's failure to fulfill their obligations.

- a. OWNER shall notify AQUA TECH of any problem regarding performance as detailed in this Agreement. AQUA TECH shall have five (5) days following notification to remedy stated violation of this Agreement.
- b. If AQUA TECH fails to remedy violation and continues to not perform as detailed in this Agreement, OWNER may terminate Agreement by providing five (5) days written notice to AQUA TECH.
- c. In the event that OWNER terminates this Agreement by procedure stated above, OWNER shall be entitled to a refund for money paid in advance. Refund to be computed as follows:
 A daily portion of the contract price shall be computed by dividing the total contract price by the number of days pool was to be open to members as determined by this Agreement. This daily price shall be multiplied by the number of days pool was operated under this Agreement. That amount shall be subtracted from the total amount of contract price paid to AQUA TECH by OWNER as of termination date. The resulting figures shall be the refund to which OWNER is entitled.
- d. Refund shall be paid within fourteen (14) days after termination
- e. Agreement may not be cancelled for cause outside of Summer Maintenance dates as outlined in Section three (3).

29. **OWNER CONTACT PERSON:**

Name: _____
 Street: _____
 City: _____ State: _____ Zip: _____
 Telephone: _____

30. **GOVERNING LAW:** This Agreement shall be governed by the laws of the State of North Carolina.

31. **ENTIRE AGREEMENT, MODIFICATION, BINDING EFFECT:** This Agreement constitutes the entire Agreement of the parties and supersedes any prior Agreements, understandings or negotiations, written or oral. This Agreement may not be modified or amended except in writing, signed by both parties hereto. This Agreement shall be binding upon and ensure to the benefit of Owner and AQUA TECH and to their respective successors and assigns.

32. **SEVERABILITY:** If any term or provision of this Agreement of the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or application of such term or provision or persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

33. **AQUA TECH'S OPTION IN THE EVENT OF INCREASE IN INSURANCE PREMIUMS:** The parties agree as a result of the uncertain status within the liability insurance industry, should AQUA TECH's insurance premiums increase unreasonably, AQUA TECH may present a new contract amount to OWNER at least thirty (30) days prior to commencement of this Agreement, and said new Agreement shall supersede and replace this Agreement. OWNER shall have thirty (30) days from the date of the receipt of the new contract in which to accept or reject the new contract. In the event OWNER elects to reject the new Agreement, this Agreement may be terminated at the sole option of AQUA TECH.

34. **AQUA TECH'S OPTION IN THE EVENT OF CHANGE OF LAWS:** If there is a change in local, state or federal law (ie. minimum wage increase) concerning any cost aspect relating to this proposal, AQUA TECH may present a new Agreement to OWNER, which will supersede and replace this Agreement. OWNER shall have thirty (30) days from the date of receipt of the new Agreement in which to accept or reject the new Agreement. In the event the OWNER elects to reject the new Agreement, this Agreement may be terminated at the sole option of AQUA TECH.
35. **ATTORNEY'S FEES:** In the event of legal action to enforce the rights of either AQUA TECH or Owner under the terms of this Agreement, the parties agree that the prevailing party in said legal proceeding shall be entitled to receive as additional damages, any and all litigation expenses, including reasonable and prevailing attorney's fees.
36. **ACCEPTANCE:** Acceptance of this Agreement by Owner through signatures below, and return of this Agreement along with any payments due hereunder will constitute a contract entered into in accordance with the specifications, terms and conditions and addenda attached hereto.
37. **AUTOMATIC RENEWAL:** In the event the OWNER desires not to renew and extend this Agreement as provided herein, OWNER, at its sole discretion shall provide AQUA TECH with written termination notice on or before October 1st of the last contracted year thus terminating this Agreement effective December 31st of the last contracted year. Unless terminated by the OWNER as provided above in this paragraph or for non-performance issues as provided herein, this Agreement shall automatically renew on the same terms and conditions herein at the contract amount in effect for the immediate proceeding year, plus an amount not to exceed three (3) percent.
38. **CONTRACT PRICING:** In our quest to be the best pool service provider in the region we ask that this contract be signed and returned to our office before November 30, 2021. This will insure we have time to properly staff and train the personnel for your pool. If not, we will present a new contract at your request at a later date with updated pricing.

OWNER CONTACT PERSON:

Name: _____

Title: _____

Telephone: _____

Email: _____

OWNER BILLING ADDRESS:

Invoices may be sent through USPS or electronically via email, please select below:

Name: _____

Street: _____

City: _____ State: _____ Zip: _____

Telephone: _____

Or

Email: _____

AQUA TECH POOL MANAGEMENT, LLC

BY: *William J. Stewart* Vice President/Partner
Will Stewart


Date: January 6, 2022

MCKINLEY MILL HOA

SIGNED BY: _____

Date: _____

PRINTED NAME AND TITLE: _____

From: Will Stewart Will@aquatechpm.com 
Subject: RE: McKinley Mill - Maintenance Quote & Repair Work - Aqua Tech
Date: January 21, 2022 at 12:27 PM
To: HOA Manager manager@grandchestermeadows.com

WS

Ms. Robbins,

Thanks for your email. I have the following notes for the Board of Directors at McKinley Mill:

Chemical Feeder: Currently the pool has an older model Dolphin style timer pump. While this is an effective way to chlorinate the pool, I agree it is inefficient. Also, one issue the timer pump creates is that the liquid chlorine will constantly raise the pH in the water, causing staff to have to manually add acid directly into the pool to balance the pH. This can be problematic on a busy pool day, when the pH is on the high side of the range. A chemical controller will feed both chlorine and acid as needed directly into the circulation system, and keep both chlorine and pH levels in range most of the time. I definitely recommend using this type of equipment. We use both Aquasol and Hayward CAT controllers. If selected as the pool management company by the Board, I will provide a used controller for use for the 2022 pool season at no charge so they can try one out! For future reference, we provide and install new CAT controllers for around \$2,500. Manual attached.

Pump: My recommendation to the Board would be to use the current pump until it does not pump anymore! While there are definitely some more energy efficient pump models on the market now, I would not recommend changing out equipment that is working properly. Eventually, the existing motor will go bad, and the Board will have a choice—sometimes the motor can be fixed by rewinding or replacing bearings, which would probably conservatively cost around \$500.00, or a new motor can be installed, which would probably cost in the neighborhood of \$900 - 1,000.00. Or, the Board could elect to go with a new pump at that time. Pricing on this option would depend on model and motor size of the new pump. Please keep in mind that as of last year, new pump installs require a variable speed motor, and this would also need to include an assessment of VGB compliance and a new engineered letter for the health department.

Filters: Pool filters are essentially fiberglass encasements for filter media (in your case – sand). There are two sets of PVC plumbing in the filters called laterals. I would recommend replacing the entire filter under one of two conditions: you are seeing sand in the pool regularly, which indicates one of the laterals is broken, OR the fiberglass shell of the filter has split. Otherwise, I would change the sand regularly and you should have nice and clear water. CDC recommends that filter sand be switched out approximately every 5 years and I think it is important to do so. We can change the sand out at McKinley Mill for \$650.00 per filter which includes hauling the old sand off site. For future reference, the fiberglass filter shells typically last around 10-12 years or longer, depending on conditions.

Surface: As I am sure you are aware, the pool surface can be the mostly costly part of owning a swimming pool. The pool at McKinley Mill is covered so I did not see the surface – I did get an idea of the total volume of the pool. Paint jobs typically last anywhere from 5-8 years depending on conditions and the type of paint used. Since the pool was painted back in 2014, I think the surface is probably nearing the end of its life.

That being said, there are a number of options other than paint that the Board should consider – both plaster and fiberglass. Given the age of the paint, I would not recommend just painting the lane lines and acid washing the remaining portion, for two reasons. First, an acid wash is not usually helpful on a painted surface; acid washes are more commonly recommended on plaster pools. Second, I would not recommend painting lines only on an almost 8 year old painted surface; soon enough, the rest of the pool will need to be done as well. If the Board would like to move forward with our service, I will be happy to have our staff pull the cover early and provide an assessment of current surface condition, along with multiple resurface options and the pros and cons of each.

I hope this gives the Board enough information to make a decision on the pool management contract. If the need more information, please let me know. I am available to meet with the Board at the pool sometime soon, if you prefer. I hope that we get the chance to work for you at McKinley Mill in 2022!

Have a great weekend!

Regards,

Will

Will Stewart

Vice President/Partner – Triangle & Triad Divisions



(919) 673-9235

Will@aquatechpm.com

www.aquatechpoolmanagement.com

From: HOA Manager <manager@grandchestermeadows.com>

Sent: Thursday, January 20, 2022 3:55 PM

To: Will Stewart <Will@aquatechpm.com>

Subject: Re: McKinley Mill - Maintenance Quote & Repair Work - Aqua Tech

Will,

Thanks for sending this over. We know they will find your contract price and offer of a movie night very appealing.

However, on the repairs; the Board would really like to see quotes / suggestions to help them with their decision making for the following based on recommendations from current vendor/other vendors. Even if not exact prices, best and worse case scenario price ranges would be appreciated and helpful.

Suggest Repair Summary:

The pool was last painted in 2014; some are recommending full repair and others are

only suggesting an acid wash and new lane lines. Below is feedback we have on the pump system: Pool Pump - The pump and motor are considered outdated and need to be upgraded/replaced.

Chemical Feeders- The feeders considered outdated and need to be upgraded/replaced. current feeding set up seems very inefficient. Recommendations for an automated chemical controller system with two new chemical feeders has been suggested.

Sand Filters - Same for these; upgraded/replaced/ Both sand filters are not in great shape.. complete overhaul on both filters.

Thank you,

Kalyn Robbins

Association Management Specialist

[Grandchester Meadows Inc.](#)

Office Phone / Text / Emergency: 919-757-1718

On Jan 11, 2022, at 1:05 PM, Will Stewart <Will@aquatechpm.com> wrote:

Amy,

Thanks for the chance to provide a bid for McKinley Mill. I have attached the following for your review:

- Our pool management proposal.
- A breakdown of our management team.
- A list of local references.
- An offer to host a movie night as a token of our appreciation of your business.

The circulation system is currently turned off and winterized, so I could not inspect the system. However, if selected as their management company, I will be happy to provide a full facility assessment at no charge to the HOA when we start the system up at the beginning of March.

Please let me know if I can provide additional information! We hope to get the chance to work for you at McKinley Mill in 2022.

Regards,

Will

Will Stewart

Vice President/Partner – Triangle & Triad Divisions

<image001.jpg>

(919) 673-9235

Will@aquatechpm.com

www.aquatechpoolmanagement.com



McKINLEY MILL

MOVIE NIGHT!

Upon approval of the pool management contract, Aqua Tech will provide (1) ONE free MOVIE NIGHT as a gesture of appreciation for your business.



First Movie Night: Free of Charge

Any additional movie nights are \$800.00 each