



23 January 2024

Mayor Guy Titus
Board of Works and Public Safety
10 South State St.
Greenfield, IN 46140

Re: Memorandum of Understanding Approval

Mayor and Board Members,

I request the Board of Public Works and Safety approve the Memorandum of Understanding as presented today between the Board and the Water Utility and Surplus Management, INC. for the replacement of water filter media as presented.

I welcome any questions the Board may have on this request.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read "Charles Gill".

Charles Gill
Water Utility Manager

cc: Gregg Morelock, City Attorney
Jane Webb, Utility Coordinator
Lori Elmore, Clerk-Treasurer

MEMORANIUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING is between the Greenfield Board of Public Works and Safety, hereinafter referred to as "Greenfield", and Surplus Management, Inc. hereinafter referred to as "WaterSurplus" and Vibrantz hereinafter referred to as "Supplier."

WHEREAS, the Greenfield Water Utility ("Utility") has entered into discussion with WaterSurplus regarding the replacement of water filter media known as "Oxiplus 12" that has been shown to have been defective and thus requires replacement; and

WHEREAS, WaterSurplus has indicated a willingness to replace the entire media (WaterSurplus agrees to cover all costs of transportation and freight at no cost to the Utility), any gravel necessary, and to provide the crane rental costs required for the installation of the replacement "Oxiplus 12" no later than six (6) weeks from execution of this agreement for the South Water Treatment Plant located at 706 E. Main St. Greenfield, IN; and

WHEREAS, the Utility, by and through the Greenfield Board of Public Works and Safety and WaterSurplus wish to enter into this agreement outlining their respective rights, duties, and obligations for this emergency replacement process which agreement is set forth below.

AGREEMENT

1. Effective upon execution of this agreement, the Manager of the Utility shall be provided with a written confirmation that the Oxiplus12 will perform the work necessary to remove from the raw water **both** iron and manganese to meet or exceed the water quality standards for Indiana as required from the manufacturer attesting to this capability in the media.
2. Supplier will pay for and provide "OxiPlus12" and the transportation of this replacement media to the Utility in amounts necessary to replace the media previously installed in the four gravity filters at the South Water Treatment Plant at 706 E. Main Street, Greenfield Indiana, 46140.
3. WaterSurplus will pay for and provide the gravel and anthracite replacement the currently installed material and the transportation of the amount of anthracite and gravel to the Utility in amounts necessary to replace the media previously installed in the four gravity filters at the South Water Treatment Plant at 706 E. Main Street, Greenfield Indiana, 46140.
 - a. The amount of the gravel would have to be determined by measurement of the gravel removed at the time of removal out of each filter.

JST

5. WaterSurplus or their Supplier will verify, within five (5) days of execution of this agreement, the time frame from when the Utility would issue a Notice to Proceed to when the Utility would be able to expect delivery of the "OxiPlus 12" and the anthracite onsite at South Water Treatment Plant at 706 E. Main Street, Greenfield Indiana, 46140.

6. WaterSurplus or their Supplier will provide the exact procedure for the media replacement, including all parameters, levels, tests and expected outcomes related to the initial startup, cleaning, charging, and any other process needed to ensure that the media works properly from day one.

7. WaterSurplus or their Supplier will also confirm to the Utility the full scope of the type of maintenance the media is going to require to maintain the proper performance of the media.

8. WaterSurplus or their Supplier will supply for each supersack of material a QA/QC sheet, and letter signed by an authorized official from the manufacturer and or laboratory verifying that each bag of media has been inspected and has meet all specifications and manufacturing standards as designed for this media.

9. WaterSurplus or their Supplier agree that the QA/QC documentation for each super sack will serve as a guarantee that the product has been made properly and is ready for installation into the Utility's filters.

10. WaterSurplus or their Supplier agree that if a supersack does not have the required documentation or if the product does not meet the prescribed specifications, it will be rejected and it will be the responsibility of the WaterSurplus or their supplier to transport the non-satisfactory product from our facility to be replaced within ten (10) days of the defective product's return, with a satisfactory supersack of media with the required documentation.

11. WaterSurplus or their Supplier will provide a representative familiar with the processes and procedures to be on site during the start-up process at the Utility's water treatment plant. This will ensure that all the procedures for installation and operation of WaterSurplus are met and followed to ensure the best possible outcome for the media's utilization is achieved for the Utility and to have the expected results from day one of operation.

SO AGREED this 18th day of January, 2023.



GREENFIELD BOARD OF PUBLIC
WORKS AND SAFETY

Mayor Guy Titus

Katherine Locke

Larry Breese

Glenna Shelby

Brad Robertson

Attest: _____
Lori Elmore, Clerk-Treasurer

SURPLUS MANAGEMENT, INC.

Jim Groose
By: Jim GROOSE
Title: Sr VP Business Development