

TOWN OF KENNEBUNKPORT, MAINE

**Board of Selectmen Agenda
October 14, 2021 @ 6:00 PM
VIRTUAL MEETING VIA ZOOM**

Ways to join this webinar:

Join by **computer or mobile device** and click on: <https://us06web.zoom.us/j/86228480586>
or go to **ZOOM** and enter the **webinar ID: 862 2848 0586**

By **phone 1 (929) 205 6099 US**

International numbers available: <https://us06web.zoom.us/j/86228480586>

1. Call to Order.
2. Approve the September 23, 2021, selectmen meeting minutes.
3. Public Forum (This is an opportunity for anyone who wants to address the Board of Selectmen with any issue that is not on the agenda.)
4. Approve Certification of Authority for Transactions with H.M. Payson & Co.
5. Award bid for Sewer By-pass Pump.
6. Commitment of Sewer fees for new connections.
7. Review GRB Fire Permit Procedures.
8. Consider Beach Advisory Committee Resolution regarding water quality.
9. Other business.
10. Approve the October 14, 2021, Treasurer's Warrant.
11. Executive Session per (M RSA 1, §405-6H) for discussion with the Code Enforcement Officer on a pending enforcement matter that may lead to litigation.
12. Adjournment.

AGENDA ITEM DIVIDER

Town of Kennebunkport
Board of Selectmen Meeting VIA Zoom
September 23, 2021
6:00 PM

MINUTES

Selectmen attending via Zoom: Sheila Matthews-Bull, Allen Daggett, Edward Hutchins, Patrick Briggs, and D. Michael Weston.

Others attending via Zoom: David Powell, Tracey O'Roak, Alison Kenneway, Eric Labelle, Christopher Simeoni, Jamie Mitchell, Werner Gilliam, Elizabeth Johnson, Denise Brown.

1. Call to Order

Selectman Matthews-Bull called the meeting to order at 6:00 PM. She took roll call of Selectmen present: Allen Daggett, Patrick Briggs, Michael Weston, Edward Hutchins, and Sheila Matthews-Bull.

2. Approve the September 9, 2021.

Motion by Selectman Hutchins, seconded by Selectman Briggs to approve the September 9, 2021, selectmen meeting minutes. **Roll Call Vote:** Briggs, Weston, Hutchins, Daggett, and Matthews-Bull. **Voted:** 5-0. **Motion passed.**

3. Public Forum (This is an opportunity for anyone who wants to address the Board of Selectmen with any issue that is not on the agenda.)

Werner Gilliam, Town Planner, gave information about a Growth Planning Committee future land use work session on Monday, September 27, 2021, from 6:00 pm to 8:00 pm via Zoom. This work session is part of the process to update the Comprehensive Plan. More information can be found at www.kennebunkportcp.info.

4. Public Hearing to adopt the MMA Model Ordinance GA Appendices A–F for the period October 1, 2021–September 30, 2022.

Alison Kenneway, Director of Public Health, advised that each year, the Town must adopt the new appendices for the General Assistance Ordinance. She reviewed the appendices for this year. These are the GA maximums in the categories of overall, housing, and food. Ms. Kenneway also reviewed the various programs that are available for residents in need, including but not limited to clothing, school supplies, food, rental assistance and heating fuel.

Motion by Selectman Daggett, seconded by Selectman Weston, to open the public hearing. **Roll Call Vote:** Briggs, Weston, Daggett, Hutchins, and Matthews-Bull. **Voted:** 5-0. **Motion passed.**

There were no public comments.

Selectman Matthews-Bull closed the public hearing.

Motion by Selectman Hutchins seconded by Selectman Daggett, to adopt the MMA Model Ordinance GA Appendices A–F for the period October 1, 2021–September 30, 2022. **Roll Call Vote:** Briggs, Weston, Daggett, Hutchins, and Matthews-Bull. **Voted:** 5-0. **Motion passed.**

Ms. Kenneway gave an update on COVID testing and kit availability. Kits are currently backordered, and our Public Health Office is running low. She has about 2-3 weeks' worth of kits remaining based on current testing trends.

5. Appoint Denise Brown as Treasurer.

Laurie Smith, Town Manager, introduced Denise Brown as the selection for new Treasurer. Denise has 35 years of municipal experience including serving as Accounting Manager and Finance Director in the City of Auburn and her current role as Finance Director in the City of Gardiner. Denise excels in a team environment, has a strong desire for public service and has handled all aspects of municipal finance. Denise's first day in the office will be Tuesday, September 28, 2021.

Ms. Brown introduced herself and received an enthusiastic welcome from the Board.

Motion by Selectman Hutchins, seconded by Selectman Weston, to appoint Denise Brown as Treasurer with a term to expire in March 2022. **Roll Call Vote:** Briggs, Weston, Daggett, Hutchins, and Matthews-Bull. **Voted:** 5-0. **Motion passed.**

6. Appoint Elizabeth Johnson as second alternate to the Growth Planning Committee with a term to expire March 2022.

Elizabeth Johnson introduced herself and stated that she looks forward to working on this committee.

Motion by Selectman Hutchins, seconded by Selectman Briggs, to appoint Elizabeth Johnson as second alternative to the Growth Planning Committee with a term to expire July 2022. **Roll Call Vote:** Briggs, Weston, Daggett, Hutchins, and Matthews-Bull. **Voted:** 5-0. **Motion passed.**

7. Award bid for Wastewater dewatering equipment evaluation, selection and bid administration.

Eric Labelle, Town Engineer, presented the changes in the proposal from the last meeting. Selectman Weston thanked Eric Labelle and Chris Simeoni for their work and taking the time to meet with him to explain some of the previous concerns.

Motion by Selectman Daggett, seconded by Selectman Weston, to award the contract to Woodard & Current in the amount of \$139,000. **Roll Call Vote:** Briggs, Weston, Daggett, Hutchins, and Matthews-Bull. **Voted:** 5-0. **Motion passed.**

8. Adoption of Short-Term Rental Rules, Regulations and Fees.

Werner Gilliam, Town Planner, gave an update on the process. The FAQ page will be updated shortly with some new questions that have come up.

Discussion ensued regarding fees. Selectman Hutchins suggested Scenario B which is \$325 for Tier I and \$575 for Tier II.

Public Comment:

Lauren raised a concern about the fees and questioned how the amount were determined.

Jess asked why the Town is rushing into this without the necessary information and asked if there has been any research on the impact of real estate in the community. She feels like this is being pushed too quickly. Selectman Hutchins stated that the process has been very public and there have been many meetings with 50+ participants because of the Zoom platform. He also stated that he didn't feel that the real estate market would be affected by this ordinance. Selectman Daggett stated that the Board had many, many discussions about this ordinance. He does not know of any type of business that does not require some sort of oversight and fees.

Robin Phillips questioned the number of short-term rentals and the fees and how the Board knows that they will generate enough income to cover the cost of the staff position created to manage this program.

Susan Hill asked about the requirement to have previously rented for 14 days in order to qualify for a license. Laurie Smith, Town Manager, responded to Ms. Hill's concern.

Motion by Selectman Hutchins, seconded by Selectman Daggett, to adopt Fee Scenario B for 2022 which is \$325 for Tier I (up to 3 bedrooms) and \$575 (4 or more bedrooms) for Tier II. **Roll Call Vote:** Briggs, Weston, Daggett, Hutchins, and Matthews-Bull. **Voted:** 5-0. **Motion passed.**

Discussion ensued regarding the allowance of new licenses (homes that have not been rented at least 14 nights in the past 3 years) in 2022. It was agreed that because this is a new program in 2022, licenses will only be allowed if they have rented before.

Motion by Selectman Hutchins, seconded by Selectman Daggett, to not issue new licenses in the year 2022 and new licensing may proceed in the fall of 2022 for the calendar year 2023. **Roll Call Vote:** Briggs, Weston, Daggett, Hutchins, and Matthews-Bull. **Voted:** 5-0. **Motion passed.**

Nathan McCabe asked about the checklist timeline and when it will be available. Mr. Gilliam advised that it should be by the middle of next week.

9. Engineering and Final Design of Infrastructure for Village Parcel.

Eric Labelle, Town Engineer gave an update on the projected timeline for the engineering work at Village Parcel. The surveyors anticipate being on site no later than October 18th for approximately 4 days and providing an updated survey and base existing conditions file around October 29. Then the final design will occur around the end of November.

10. Other business.

Ms. Smith encouraged everyone to participate in the Comprehensive Plan land use meeting on Monday night.

11. Approve the September 23, 2021, Treasurer's Warrant.

Motion by Selectman Hutchins, seconded by Selectman Briggs to approve the September 23, 2021, Treasurer's Warrant. **Roll Call Vote:** Briggs, Weston, Matthews-Bull, Hutchins, and Daggett. **Voted:** 5-0. **Motion passed.**

12. Adjournment.

Motion by Selectman Hutchins, seconded by Selectman Briggs to adjourn. **Roll Call Vote:** Briggs, Weston, Matthews-Bull, Hutchins, and Daggett. **Voted:** 5-0. **Motion passed.** Meeting adjourned at 7:41 p.m.

Submitted by,
Tracey O'Roak
Administrative Assistant

AGENDA ITEM DIVIDER

**CERTIFICATION OF AUTHORITY
FOR TRANSACTIONS WITH
H.M. PAYSON & CO.**

I, Jamie L. Mitchell , being duly constituted Clerk of Kennebunkport, a Municipality organized and existing under and by virtue of the Laws of the State of Maine (hereinafter called "TOWN NAME") do hereby certify that the following is a true and complete copy of the resolutions duly adopted at a meeting of the Board of Selectmen of the "TOWN NAME", duly called and held on October 14, 2021 at which a quorum was present and voting; that said resolutions are still in full force and effect and have not been rescinded; and that said resolutions are not in conflict with the Charter or By-Laws of this Town:

RESOLVED: That any of the following officers, to wit
(Town Manager, Treasurer):

of "TOWN NAME", or any of them acting singly, be and hereby are authorized and directed to act on behalf of "TOWN NAME" in relation to its activities with H.M. Payson & Co., to execute such documents and to take such additional action as they shall deem necessary and proper to designate H.M. Payson & Co. as an investment advisor, custodian and transfer agent for assets of the Corporation, including, without limitation, execution of a "Discretionary Investment Advisory Account Agreement", Custodial Agreement, stock transfer documentation, and other comparable documents arising out of or related to the investment management relationship between this Corporation and H.M. Payson & Co.

I further certify that the following is a true and correct list of the Selectmen of the Town of "TOWN NAME":

Sheila Matthews-Bull, Chairman

Edward Hutchins, Vice-Chair

Patrick Briggs, Selectperson

D. Michael Weston, Selectperson

Allen Daggett, Selectperson

I further certify that the following is a true and correct list of the present officers of the Town of TOWN NAME:

Laurie Smith, Town Manager

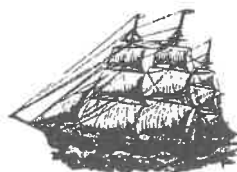
Denise Brown, Treasurer

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of "TOWN NAME", this 14th day of October.

SIGNATURE GUARANTEED

Jamie Mitchell, Town Clerk

AGENDA ITEM DIVIDER



KENNEBUNKPORT WASTEWATER DEPARTMENT

MEMORANDUM

Date: October 4th, 2021

To: Laurie Smith

From: Chris Simeoni, Deputy Director Public Works

Re: Agenda item for October 14th Selectmen's meeting- Approve purchase of sewer bypass pump.

This year the Wastewater department budgeted \$48,000 in the capital line item for the purchase of a bypass pump. Quotes were obtained from the following vendors/manufacturers. These quotes are representative of direct from the manufacturer pricing as any of these purchases would have to be a sole source purchase through the local area distributor:

Company	Pump	Amount
<i>Xylem</i>	Godwin	\$43,569.64
<i>Griffin Dewatering</i>	Griffin	\$57,800.00
<i>Maltz Sales</i>	Pioneer	\$48,446.00

Through past experience during the Chick's Creek and Green Street pump station upgrades, a Godwin pump was used and performed well. The Godwin pump also has a higher maximum suction head specification which is necessary to service our Cape Porpoise pump station as its wet well is ~25 feet deep. We believe the Godwin pump will meet our pumping needs. The Godwin pump is also manufactured locally (In Connecticut) as opposed to the other two. The Griffin pump is manufactured in Texas and the Pioneer Pump is manufactured in Oregon. This is an important consideration should service and/or parts be necessary. Based on price, specifications, operating needs and price it is our recommendation that the Selectmen award the purchase of the Godwin bypass pump to Xylem in the amount of \$43,569.64.

September 11, 2021

Mr. CHRISTOPHER SIMEONI
TOWN OF KENNEBUNKPORT MAINE
25 RECREATION WAY
Kennebunkport, ME 04046

Phone: 207-967-1676
Email: csimeoni@kennebunkport.gov

**RE: HGAC Contract No. CM02-21 Sale Quote
Sale Quotation 105022477**

Dear Mr. SIMEONI:

Please see attached HGAC Cooperative Contract No. CM02-21 sale quotation for the the Godwin Dri-Prime CD103M standard diesel driven pumpset with final tier 4 Isuzu engine on a roadway going trailer. The pumpset has been quoted with 30-feet of suction hose and 300-feet of heavy duty layflatt discharge hose with Quick Disconnect adapters with block heater and battery trickle charger.

If you have any questions after reviewing this proposal, feel free to contact me at (207) 233-8322.

Sincerely,



Andrew M. Culver
Outside Sales Representative

AMC / wcj

SALE QUOTATION

ITEM	QTY	DESCRIPTION	UNIT PRICE	SALE TOTAL
Contract Items:				
A	1	Dri-Prime CD103M Diesel Pump	\$ 37,736.92	\$ 37,736.92
		<ul style="list-style-type: none"> • 4" 150# Flange Suction and Discharge • Isuzu 4LE2T FT4 Diesel Engine • Includes PrimeGuard Engine Controller • highway trailer • Electric Brakes - 3" Pintle, DOT Lights • Pump Options <ul style="list-style-type: none"> • 4" FQD x 150#FL Mounting Kit • Mounted on Pump Suction • 4" MQD x 150#FL Mounting Kit • Engine/Motor Options <ul style="list-style-type: none"> • Block Heater - 110 Volt • Battery Charger - 12 Volt Trickle 		
B	1	4" One Piece Suction Screen with Male Godwin QD Fittings	135.41	135.41
C	3	4" x 10' Black Water Suction Hose with Godwin QD Fittings	207.95	623.85
D	6	4" x 50' Heavy Duty Layflat Hose with Godwin QD Fittings	534.38	3,206.28
E	1	4" 90 Degree Godwin QD Bend	107.20	107.20
F	10	4" Godwin QD O-ring	6.85	68.50
Open Market Items:				
A	1	Delivery Charge	\$ 875.00	\$ 875.00

Please note all sale pricing is in U.S. Dollars. The price does not include freight, export boxing, duties, taxes, or any other items not specifically mentioned.

This pricing information is for internal use only. We ask that these items and terms be kept confidential. All applicable tax and freight charges will be added to invoices. All quotations are subject to credit approval. All quotations are valid for 30 days. All prices quoted in US dollars.

This order is subject to the Standard Terms and Conditions of Sale - Xylem Americas effective on the date the order is accepted which terms are available at <https://www.xylem.com/en-US/support/xylem-americas-standard-terms-and-conditions/> and incorporated herein by reference and made a part of the agreement between the parties.

SALE QUOTATION

ITEM	QTY	DESCRIPTION	UNIT PRICE	SALE TOTAL
<p>Our current delivery lead-times associated with this Quotation are best estimates at this time. Due to the outbreak of the COVID-19 virus pandemic and its global effects on commerce, supply chain, and logistics, these lead-times are an estimate only and not a commitment. Xylem is and will continue to use all commercially reasonable efforts to minimize any delivery delay impacts.</p>				
NET SALE TOTAL				\$ 43,569.64

Please note all sale pricing is in U.S. Dollars. The price does not include freight, export boxing, duties, taxes, or any other items not specifically mentioned.

This pricing information is for internal use only. We ask that these items and terms be kept confidential. All applicable tax and freight charges will be added to invoices. All quotations are subject to credit approval. All quotations are valid for 30 days. All prices quoted in US dollars.

This order is subject to the Standard Terms and Conditions of Sale - Xylem Americas effective on the date the order is accepted which terms are available at <https://www.xylem.com/en-US/support/xylem-americas-standard-terms-and-conditions/> and incorporated herein by reference and made a part of the agreement between the parties.

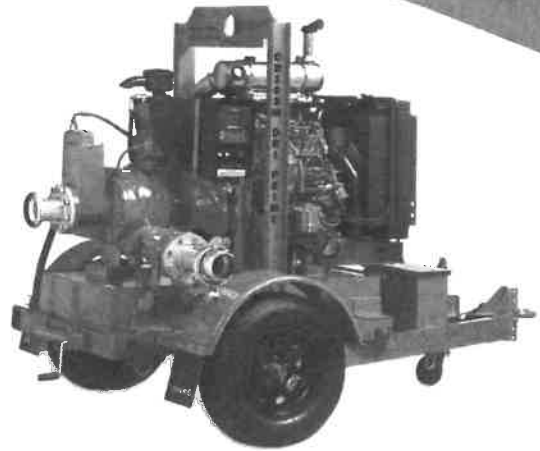
CD103M Dri-Prime® Pump

WITH FINAL TIER 4 (FT4) DIESEL ENGINE

The Godwin Dri-Prime CD103M pump offers flow rates to 1020 USGPM and has the capability of handling solids up to 3.0" in diameter.

The CD103M is able to automatically prime to 28' of suction lift from dry. Automatic or manual starting/stopping available through integral mounted control panel or optional wireless-remote access.

Indefinite dry-running is no problem due to the unique Godwin liquid bath mechanical seal design. Solids handling, dry-running, and portability make the CD103M the perfect choice for dewatering and bypass applications.



Features and Benefits

- Simple maintenance normally limited to checking fluid levels and filters.
- Dri-Prime (continuously operated Venturi air ejector priming device) requiring no periodic adjustment. Optional compressor clutch available.
- Extensive application flexibility handling sewage, slurries, and liquids with solids up to 3.0" in diameter.
- Dry-running high pressure liquid bath mechanical seal with high abrasion resistant solid silicon carbide faces.
- Close-coupled centrifugal pump with Dri-Prime system coupled to a diesel engine or electric motor.
- All cast iron construction (stainless steel construction option available) with cast steel impeller.
- Also available in a critically silenced unit which reduces noise levels to less than 70 dBA at 30'.
- Standard engine Isuzu 4LE2T (FT4) EPA emissions compliant diesel engine. Also available with Kohler KDI1903TCR (FT4).

Specifications

Suction connection	4" 150# ANSI B16.5
Delivery connection	4" 150# ANSI B16.5
Max capacity	1020 USGPM †
Max solids handling	3.0"
Max impeller diameter	10.1"
Max operating temp	176°F*
Max working pressure	80 psi
Max suction pressure	58 psi
Max casing pressure	120 psi
Max operating speed	2200 rpm

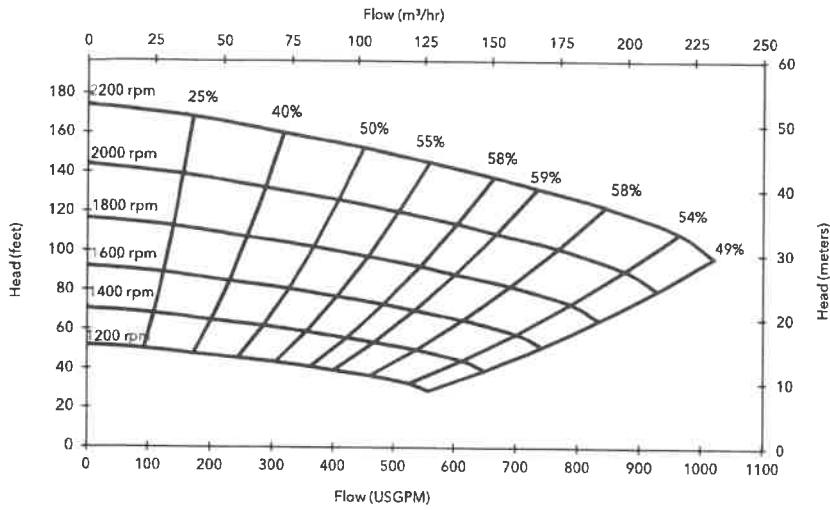
* Please contact our office for applications in excess of 176°F.

† Larger diameter pipes may be required for maximum flows.

Please contact the factory or office for further details. A typical picture of the pump is shown. All information is approximate and for general guidance only.

godwin 
a xylem brand

Performance Curve



Materials

Pump casing & suction cover	Cast iron BS EN 1561 - 1997
Wearplates	Cast iron BS EN 1561 - 1997
Pump Shaft	Carbon steel BS 970 - 1991 817M40T
Impeller	Cast Steel BS3100 A5 Hardness to 200 HB Brinell
Non-return valve body	Cast iron BS EN 1561 - 1997
Mechanical seal	Silicon carbide face; Viton elastomers; Stainless steel body

Engine option 1

Isuzu 4LE2T (FT4), 46 HP @ 2200 rpm

Impeller diameter 10.1"

Pump speed 2200 rpm

Suction Lift Table

Total Suction Head (feet)	Total Delivery Head (feet)				
	78	103	127	152	176
	Output (USGPM)				
10	1022	915	646	350	-
15	996	834	538	215	-
20	888	753	431	-	-
25	807	646	269	-	-

Fuel capacity: 60 US Gal

Max fuel consumption @ 2200 rpm: 3.1 US Gal/hr

Max fuel consumption @ 1800 rpm: 1.8 US Gal/hr

Weight (Dry): 2,400 lbs

Weight (Wet): 2,830 lbs

Dim.: (L) 119" x (W) 66" x (H) 77"

Performance data provided in tables is based on water tests at sea level and 20°C ambient. All information is approximate and for general guidance only. Please contact the factory or office for further details.

Engine option 2

Kohler KDI1903TCR (FT4), 56 HP @ 2200 rpm

Impeller diameter 10.1"

Pump speed 2200 rpm

Suction Lift Table

Total Suction Head (feet)	Total Delivery Head (feet)				
	78	103	127	152	176
	Output (USGPM)				
10	1022	915	646	350	-
15	996	834	538	215	-
20	888	753	431	-	-
25	807	646	269	-	-

Fuel capacity: 60 US Gal

Max fuel consumption @ 2200 rpm: 2.8 US Gal/hr

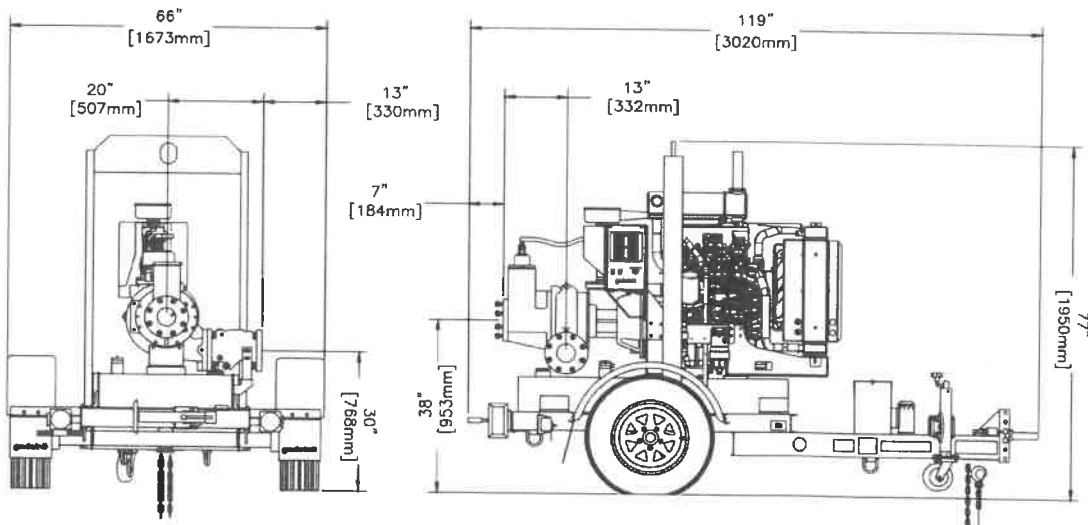
Max fuel consumption @ 1800 rpm: 1.6 US Gal/hr

Weight (Dry): 2,780 lbs

Weight (Wet): 3,210 lbs

Dim.: (L) 119" x (W) 66" x (H) 77"

Performance data provided in tables is based on water tests at sea level and 20°C ambient. All information is approximate and for general guidance only. Please contact the factory or office for further details.



xylem
Let's Solve Water

84 Floodgate Road
Bridgeport, NJ 08014 USA
(856) 467-3636 Fax (856) 467-4841

Reference number : 200GPA0000840
Date of issue : November 2, 2015
Issue : A

www.godwinpumps.com



Quote

67 Green Street - Foxboro, MA 02035
 t: 508.203.2400 - f: 508.203.2401
 sales@maltzsales.com - www.maltzsales.com

Date	Quote #	Customer #
9/30/2021	MA47677	1355

This is a quote, not an invoice. Actual shipping date and charges will be determined at the time of invoicing.

Please reference our Quote number when placing your order.

Bill To		Ship To		
Kennebunkport, Town of Sewer Dept PO Box 1038 Kennebunkport ME 04046		Kennebunkport, Town of Sewer Dept 25R School Street Kennebunkport ME 04046		
Expires	Terms	Created By	Sales Rep	
10/30/2021	Net 30	Michael Antoniazzi	Mike Cook	
Quote Contact		Ship Via	FOB	
Chris Simeoni			Factory	
Quantity	Item	Description	Your Price	Amount
1	PPTP44S8-GL001-C01	Pump Specifications -Model # PP-44S8L71-4LE2T GL2EB PPC10-S - Pump Model: 44S8 - Pump Type: Pioneer Prime - Volute discharge orientation: Top Horizontal (TH, Standard) - Top Mount (TMVP) - Impeller Trim: 8.25 A0 (FULL) - Seal Type: Rundry Mech. Seal, SiC/WC (Standard) - Bearing Frame: SAE 4 - Oil Lube - 10.0" Drive Coupling - Materials of Construction: 71 - "Ductile Iron w/ CA6Nm Impeller" - Paint Color: Pioneer Green (Standard) Package Specifications - Platform: GL2 75 Gal - Package Type: Open - DOT Trailer w/ Electric Brakes - Engine Make/Model/HP/Tier: Other (See Prod Mgr) - Control Panel: Murphy MPC-10 L1 - Block Heater: No (Standard) - Fan Type: Blower (Standard) - Adders - NONE SELECTED - Other Specifications: - See attached specification sheet for complete details - Entire package completely assembled, primed, and painted prior to shipment ***\$2,548 ESTIMATED FREIGHT*** Leadtime 11-12 weeks	37,386.00	37,386.00
1	PPTP44S10-GL005-C06	Pump Specifications -Model # PP44S10L71-D2.9-GL2 EB LOFA CP 750 - Pump Model: 44S10 - Pump Type: Pioneer Prime - Volute discharge orientation: Top Horizontal (TH, Standard) - Side Mount (SMVP) - Impeller Trim: 10.00 (FULL) - Seal Type: Rundry Mech. Seal, SiC/WC (Standard)	43,584.00	43,584.00
Notes:			Total:	
Portable Trailer Pump made by Pioneer Pump			83,247.00	

QUOTE VALID FOR 30 DAYS / SEE TERMS AND CONDITIONS AT WWW.MALTZSALES.COM/TERMS OF SALE

THESE PRODUCTS ARE SUBJECT TO THE U.S. EXPORT ADMINISTRATION ACT AND ITS ASSOCIATED REGULATIONS. BUYER AGREES TO COMPLY STRICTLY WITH ALL REGULATIONS AND ACKNOWLEDGES THAT IT HAS THE RESPONSIBILITY TO OBTAIN LICENSES TO EXPORT, RE-EXPORT, OR IMPORT THE PRODUCTS. DIVERSION CONTRARY TO U.S. LAW IS PROHIBITED.



67 Green Street - Foxboro, MA 02035
 t: 508.203.2400 - f: 508.203.2401
 sales@maltzsales.com - www.maltzsales.com

Quote

Date	Quote #	Customer #
9/30/2021	MA47677	1355

This is a quote, not an invoice. Actual shipping date and charges will be determined at the time of invoicing.

Please reference our Quote number when placing your order.

Quantity	Item	Description	Your Price	Amount
		- Bearing Frame: SAE 4 - Oil Lube - 10.0" Drive Coupling - Materials of Construction: 71 - "Ductile Iron w/ CA6Nm Impeller" - Paint Color: Pioneer Green (Standard) Package Specifications - Platform: GL2 75 Gal - Package Type: Open - DOT Trailer w/ Electric Brakes - Engine Make/Model/HP/Tier: Deutz / D2.9L4A / 36 HP / FT4 - Control Panel: LOFA CP750-AF (Standard) - Block Heater: No (Standard) - Fan Type: Blower (Standard) - Adders - NONE SELECTED - Other Specifications: - See attached specification sheet for complete details - Entire package completely assembled, primed, and painted prior to shipment ****\$3,690 ESTIMATED FREIGHT**** Leadtime 6-7 weeks		
1	31600404	COUPLER 4" FLG x FEMALE CAMLOCK	330.00	330.00
1	31600401	COUPLER 4" FLG x MALE CAMLOCK	211.00	211.00
1	1-1	30 Ft of 4" Hose for Suction of Pump, Includes Fittings to connect to Flanges on Pump. Each End would have a Camlock Fitting, one Female and one male. Black EPDM supported with Green Polyethylene Helix for Abrasion Resistance	410.00	410.00
6	1-1	300 Ft of Lay Flat Hose for Discharge Side of the Pump, Includes Fittings to connect to Flange of Pump. This is 6 50ft sections of Red 4"x50' Layflat hose with a female Camlock Fitting on one end and a Male Camlock Fitting on the other end. The hose is rated for 75 psi, it's made out of PVC apprx thickness is .090" and weighs .67 lbs/ft.	221.00	1,326.00
Notes:			Total:	
Portable Trailer Pump made by Pioneer Pump			83,247.00	

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47677



Pioneer Prime

PP44S8L71

PERFORMANCE

Pioneer Prime series - vacuum assisted, end suction centrifugal pump

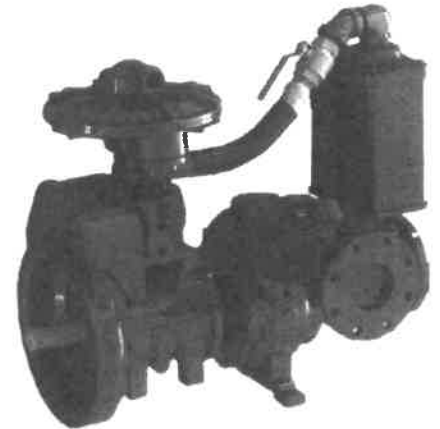
Bare shaft, frame mounted, fully automatic dry priming,
vacuum assisted, run dry, heavy duty solids handling pump

Size	4" x 4" 100 x 100 mm
Flow, Max	1600 gpm 370 m ³ /hr 90 l/s
Head, Max	150 feet 40 meters
Flow at BEP	1060 gpm 240 m ³ /hr 70 l/s
Efficiency at BEP	60%
Solids Handling, Max	3" 76 mm
Operating Speed, Max	2500 rpm
Suction Connection	4" (100 mm) 150 ANSI Flanges
Delivery Connection	4" (100 mm) 150 ANSI Flanges
Bearing Lubrication	Oil STD Grease optional
Fasteners	Imperial

APPLICATIONS

Construction	Waste Water
Industrial	Power Generation
Mining	Environmental

PosiValve™ Patent #6,783,730



High flow, solids handling heavy duty pump

The PP44S8 is a high flow, ruggedized pump designed to operate over a broad range of performance while delivering outstanding suction lift. The rugged construction and modular design provide proven reliability and flexibility in the most demanding applications.

FEATURES

Priming System	Mechanically Driven Diaphragm Style Vacuum Pump
Air Removal Capability	50 CFM
Priming Chamber	Single chamber with positive sealing air separation PosiValve™ with stainless steel float ball & linkage.
Discharge Check Valve	Swing Style - ductile iron with Buna-n Disc

SPECIFICATIONS

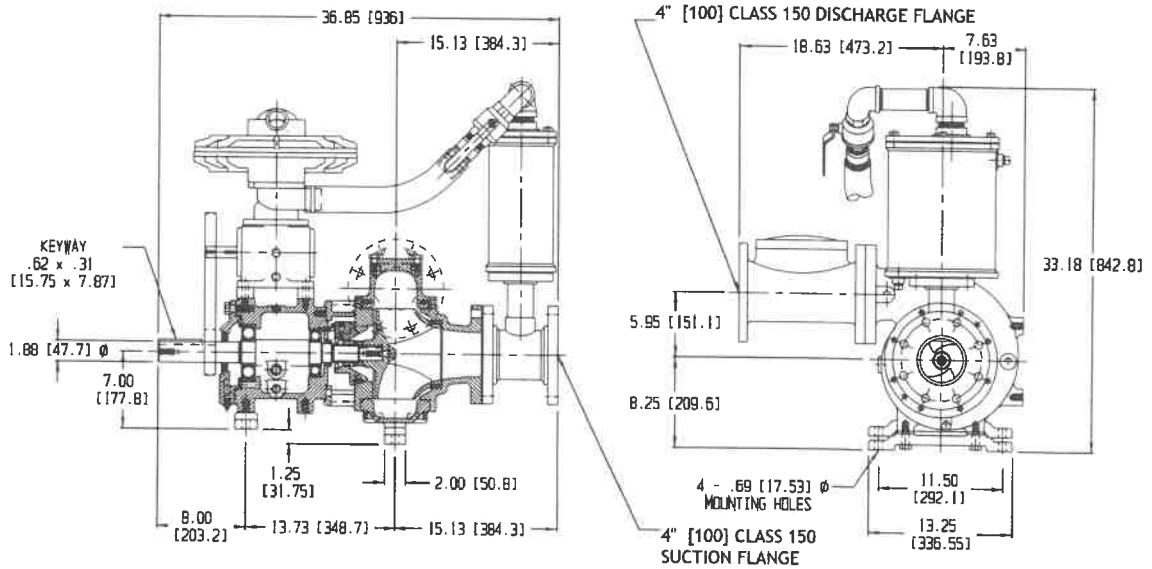
Mechanical Seal	Single seal w/ tungsten carbide vs. silicon carbide seal faces, Viton® elastomers, 300 series stainless steel hardware and spring, designed for indefinite dry running
Pump End Bearing	Single Row Ball
Drive End Bearing	Single Row Ball
Shaft	17-4 PH Stainless Steel
SAE	SAE engine-mount bracket options available

STANDARD MATERIALS OF CONSTRUCTION

	Standard Materials	CD4MCu Duplex Stainless
Impeller	ASTM A744 CA6NM Stainless	ASTM A744 CD4MCu
Volute	ASTM A536 Ductile Iron 65-45-12	ASTM A744 CD4MCu
Wear Ring	ASTM A48 Class 40 Gray Iron	ASTM A743 316 Stainless
Suction Cover	ASTM A536 Ductile Iron 65-45-12	ASTM A744 CD4MCu
Brac-plate	ASTM A536 Ductile Iron 65-45-12	ASTM A744 CD4MCu
Bearing Housing	ASTM A48 Class 30 Gray Iron	ASTM A48 Class 30 Gray Iron



MECHANICAL DIMENSIONS



PERFORMANCE CURVE

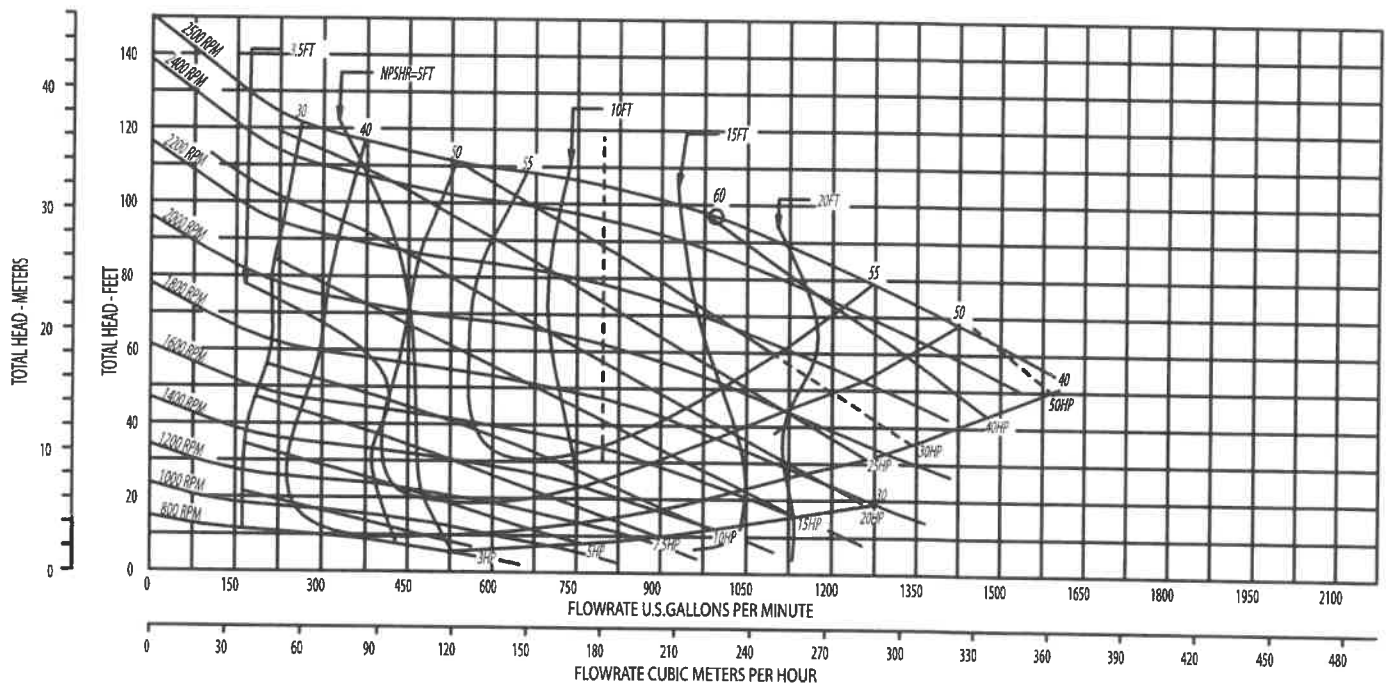
Model: PP44S8

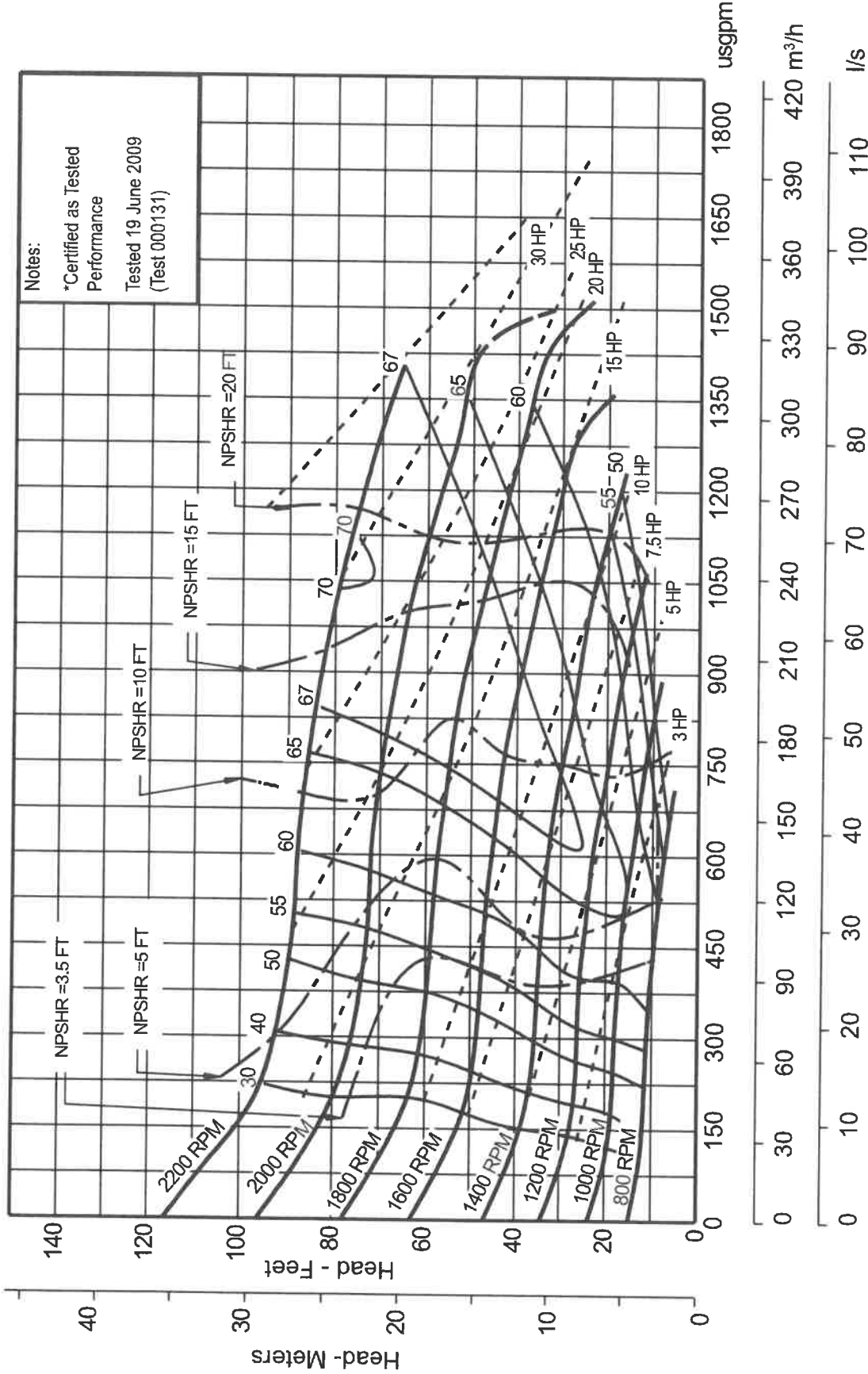
Impeller Dia: 8.25"

Speed: Variable

Solids Size: 3"

Curve #A7663HQ





Notes:
 *Certified as Tested Performance
 Tested 19 June 2009
 (Test 000131)

Note: Losses from priming system not shown

DWG No. A7070HQ
 Revision 002
 Drawn By DAP
 Date 23 Jul 2010

Model	PP44S8		
Size	4" x 4"	100 mm x 100 mm	
Impeller Diameter	8.25"	210 mm	
Solids Handling Size	3.0"	75 mm	





GREENLINE

Pioneer Prime Diesel-Driven Centrifugal Pump

PP44S10L71-D2.9L-GL2

PUMP SPECIFICATIONS

Size	4" x 4" (100 x 100 mm)
Max Flow	1,600 gpm (370 m ³ /h)
Max Head	150 feet (50 meters)
Solids Size	3" (76 mm)

ENGINE SPECIFICATIONS

Engine Type	Deutz D2.9L, 4-Cylinder Diesel, Final Tier 4
Displacement	177 cu. in. (2.9 l)
Fuel Consumption @ 1800 RPM	1.95 gph (7.38 l/h) (full load)
Continuous HP	36 HP @ 1800 rpm
Safety Shut Down Switches	Low oil pressure, high temperature, and v-belt failure
Instrument Panel	Oil pressure gauge, ampmeter, hourmeter, and tachometer

ULTRAPRIME™ PRIMING SYSTEM

Priming System	Mech. driven diaphragm-style vacuum pump
Air Removal Capability	50 cfm
Priming Chamber	Positive sealing air separation PosiValve™ w/SS float ball & linkage
Discharge Check Valve	Swing style; ductile iron w/nitrile disc
Run Dry System	Oil-lubricated mech. seal allows pump to run completely dry w/o damage

FEATURES

- Indefinite run-dry capability
- Extreme flow technology
- Environmentally safe priming system with patented PosiValve™
- Auto-start controls
- Electric trailer brakes optional

SPECIFICATIONS

Control Panel	Murphy MPC-10
Dimensions (L x W x H)	131 x 70 x 73
Fuel Capacity	75 gallons
Fuel Burn Rate (gph)	1.95 gph
Runtime (hours)	38.5 hours
Other Specifications	Vibration isolated, lifting bail, leak-proof diesel cap, analog fuel gauge, tank clean-out, drip pan drain

Trailer

Axle	5200# idler axle (no brakes)
Tires	15" 2540# load range "D"
Tongue	A-frame; 5000# jack; 3/8" safety chains; pintle mount
Fender	Metal 15" fender
Lights	Rear lights w/side marker lamp; reflectors
Adders	Paint (other than Pioneer green)*, LOFA CP750 panel, electric brakes (4" & 6" packages), ball hitch (pintle standard), rear jacks (set of 2), trickle charger, solar panel, block heater

*Epoxy coating not included

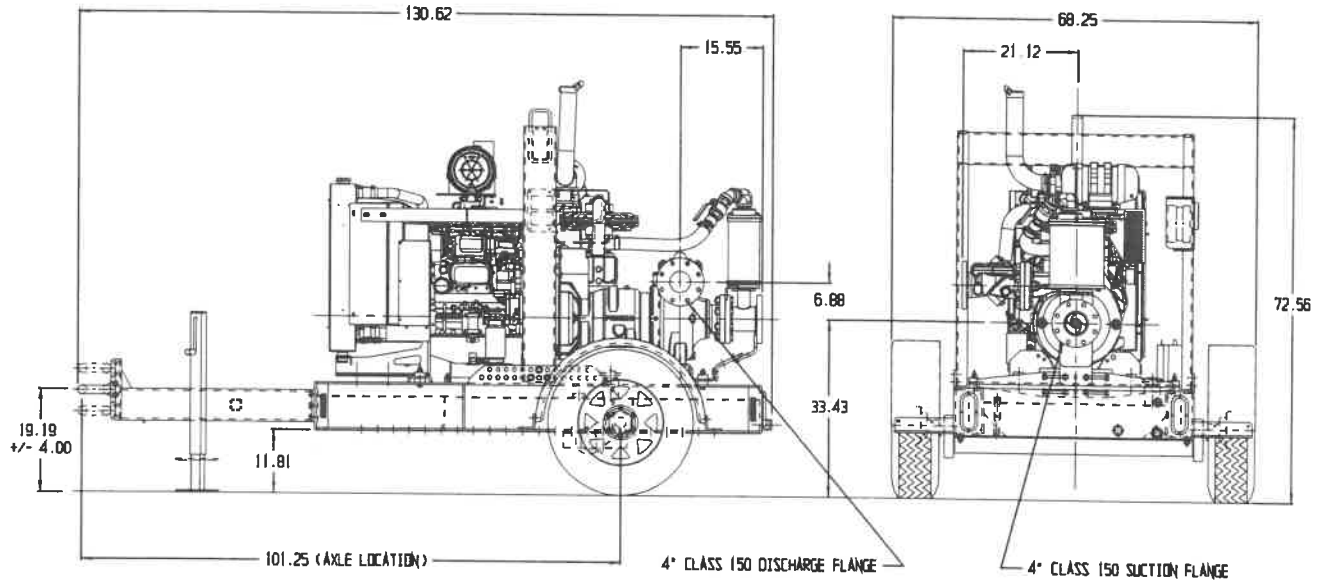
MATERIALS OF CONSTRUCTION

Material	Standard Construction
Impeller	CA6NM SS
Shaft	17-4 PH
Wear Ring	Gray Iron
Suction Cover	Ductile Iron
Volute	Ductile Iron
Brac-Plate/Bracket	Ductile Iron
Mechanical Seal	Tungsten vs. Silicon Carbide



Franklin Electric

MECHANICAL DIMENSIONS



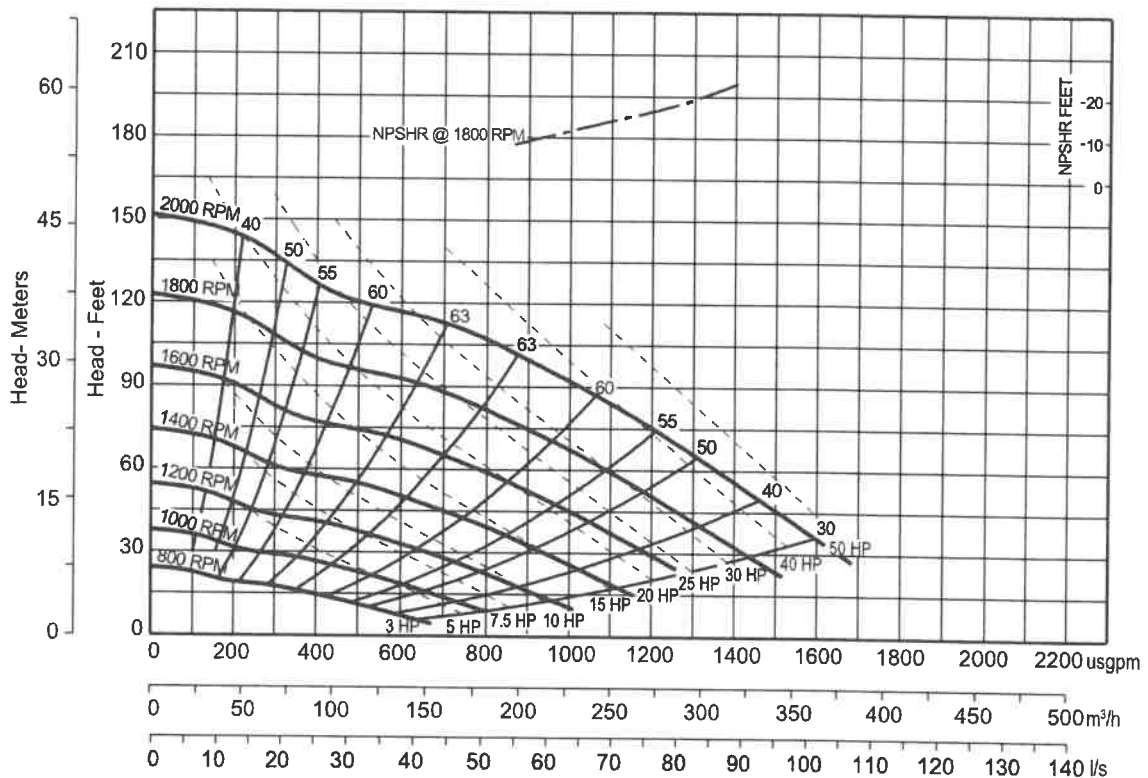
PERFORMANCE CURVE

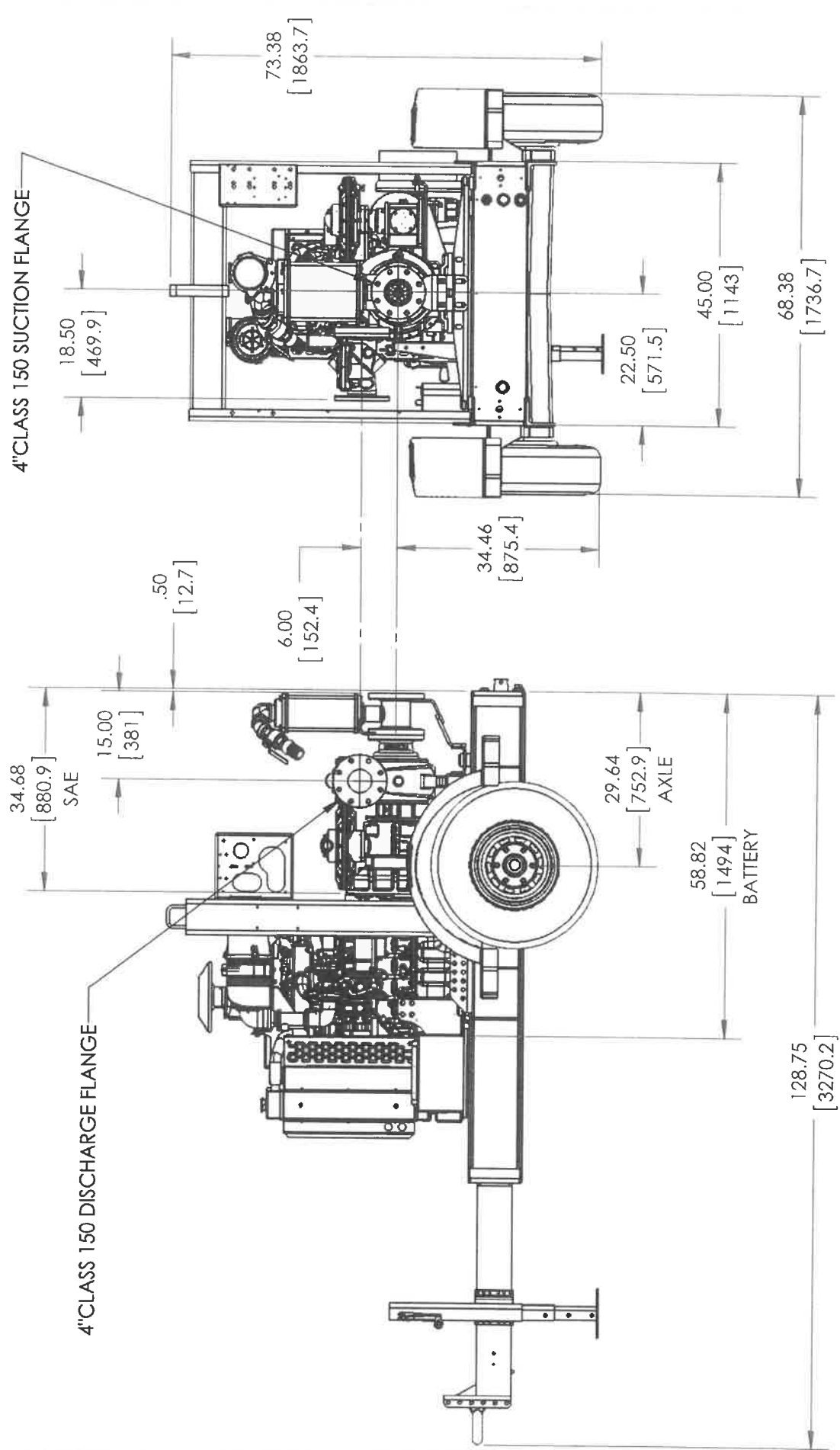
Model: PP44S10

Impeller Dia: 10"

Solids Size: 3"

Curve #07903HQ



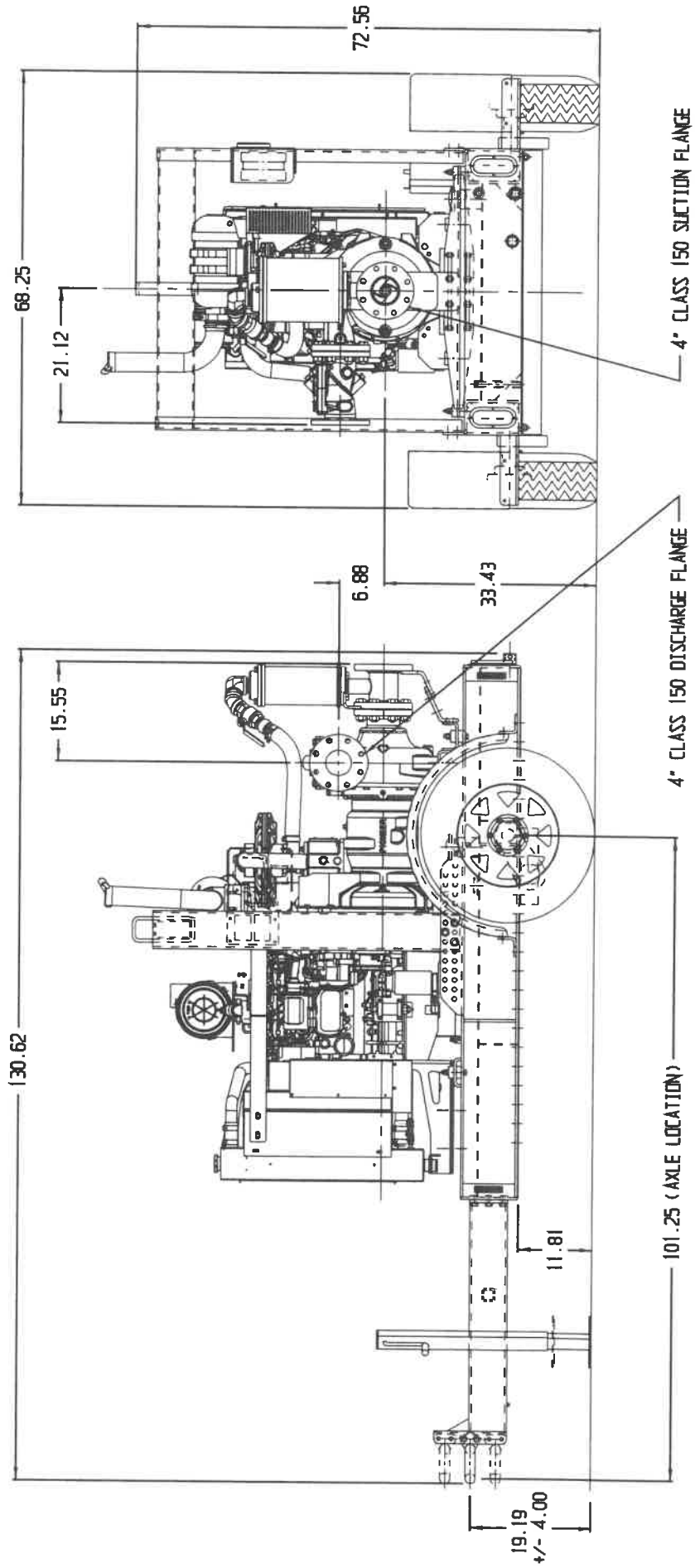


TITLE:		DIM PAGE, PP44S8, 4LE2T, GL2 TRAILER	
WEIGHT:	NAME	DATE	SIZE DWG. NO.
DRAWN BY	LRN	05/10/2019	A 19589A
CHECKED BY	JLE	05/10/2019	SCALE: 1:24
		DO NOT SCALE DRAWING	REV. -000
			SHEET 1 OF 1

DIMENSIONS ARE IN INCHES AND [MILLIMETERS]. UNLESS OTHERWISE SPECIFIED, TOLERANCES ARE ±0.125 [3.2]

PIONEER PUMP
PERFORMANCE THROUGH INNOVATION

PROPRIETARY AND CONFIDENTIAL
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MODEL: PP44S10-D2.9L4-GL2 TRAILER

DWG NO. 17528A
 REVISION: 000
 DRAWN BY: MG
 DATE: 05/05/2017



ISUZU
RED TECH™

Reliable. Eco-friendly. Durable. Technologically Advanced.

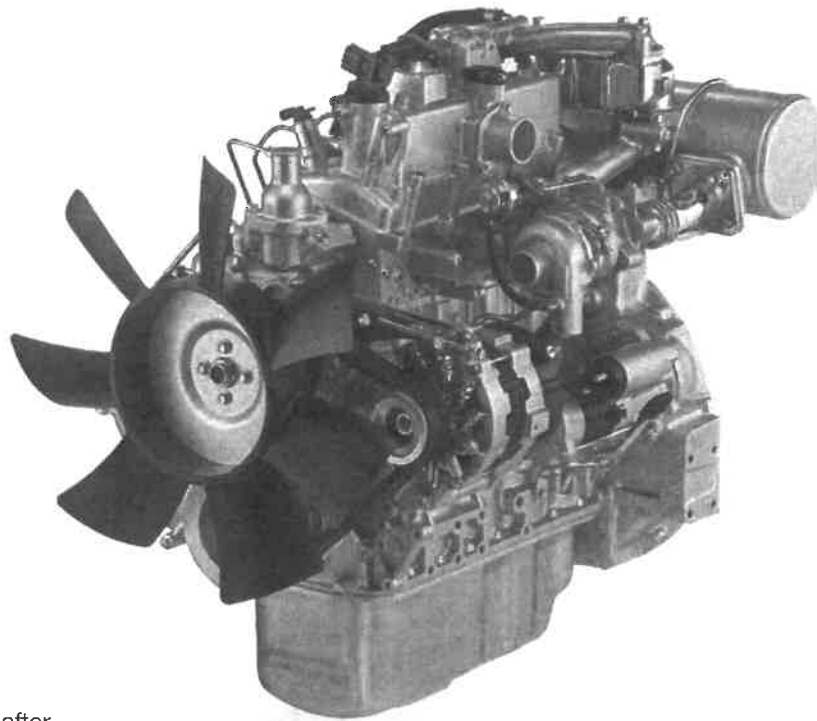
4 SERIES

Dependable Power

- 4LE2T - 40 HP (30 KW) @ 1800 RPM (constant speed)
48 HP (36 KW) @ 2400 RPM (variable speed)
- 4LE2X - 66 HP (49 KW) @ 1800 RPM (constant speed)
62 HP (46 KW) @ 2400 RPM (variable speed)

FOR MOVERS

(not shakers)

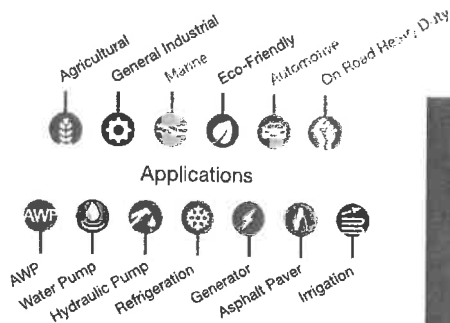


High technology exhaust after treatment provides the ideal level of applied simplicity and end user satisfaction for those on the move.

Certifications
U.S. EPA Tier 4
EU Stage

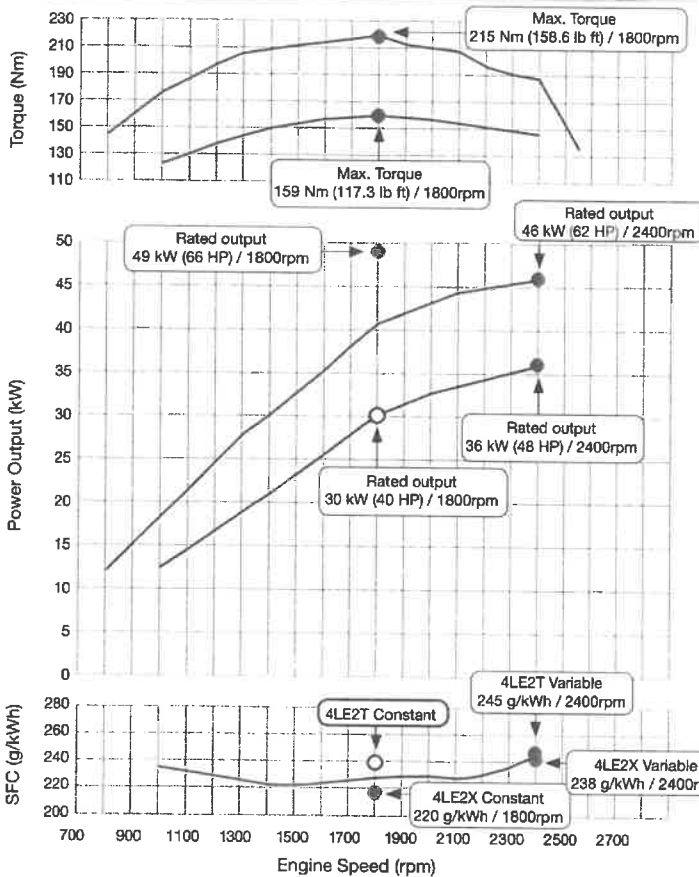
isuzuengines.com

4LE2



The Strength to Work Harder.

Performance Engine Performance Curves



Standard

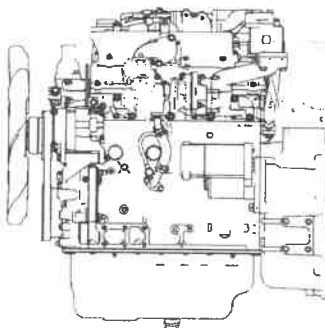
- Emission Control Device, maintenance free
- DOC
- Other emission-reducing features, including Cooled EGR, Wastegate Turbocharger
- High pressure Common Rail and Direct Injection
- Electric & self-priming fuel lift pump
- Glow plug starting aid
- 5-year / 5,000-hour warranty
- 500-hour oil drain & service interval

Available Options

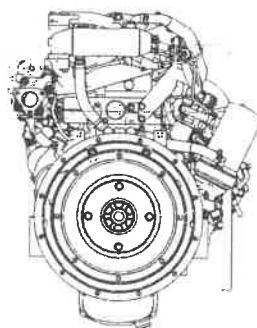
- Side or bottom drain oil pan
- SAE A Gear Case PTO
- Flywheel housings: SAE #4, #5, or flat plate
- Cooling packages
- Air cleaners
- Meter board and wire harness
- Engine mounting
- Weather and sound-proofing enclosure

Engine Performance Curves

- 4LE2T - Constant Speed
- 4LE2T - Variable Speed
- 4LE2X - Constant Speed
- 4LE2X - Variable Speed

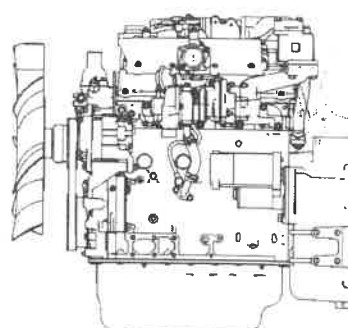


4LE2T: 29.80 in. (758 mm)

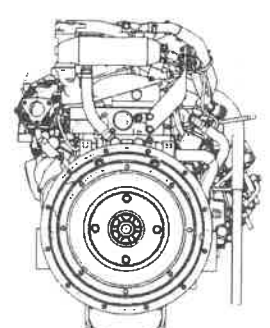


4LE2T: 24.05 in. (611 mm)

4LE2T: 30.40 in. (773 mm)



4LE2X: 31.60 in. (803 mm)



4LE2X: 23.05 in. (585 mm)

4LE2X: 30.40 in. (773 mm)

Note: SAE #4 flywheel housing shown (largest)

For additional information, please contact your local distributor or visit isuzuengines.com

Isuzu Motors America, LLC
46401 Commerce Center Drive
Plymouth, Michigan 48170
Phone: 734.582.9470
Fax: 734.455.7581

ILS-4LE2T/X-017-2

ISUZU
DIESEL

isuzuengines.com



THIS DOCUMENT CONTAINS PIONEER PUMP, LLC AND ALL OF ITS SUBSIDIARIES' (COLLECTIVELY REFERRED TO AS "PIONEER") STANDARD LIMITED WARRANTY, GENERAL SALES POLICIES AND CONTROLLING TERMS AND CONDITIONS. THIS STANDARD LIMITED WARRANTY, GENERAL SALES POLICIES AND CONTROLLING TERMS AND CONDITIONS SHALL NOT BE ALTERED OR AMENDED EXCEPT PURSUANT TO AN AUTHORIZED PIONEER EXTENDED WARRANTY.

PIONEER Standard Terms & Conditions are subject to change at any time. The latest version is available at pioneerpump.com

A. EFFECTIVE DATE AND NO AGREEMENT OR AMENDMENTS

This document and its provisions are effective as of 9/11/2019 and valid until updated by PIONEER. This document and its provisions shall supersede any and all pre-existing sales policies, terms and conditions, and standard limited warranties issued by PIONEER, whether in writing or orally. This document does not reflect an offer or an agreement to sell PIONEER products to any person or entity and should not be construed as such.

B. GENERAL SALES POLICIES AND CONTROLLING TERMS AND CONDITIONS

PIONEER OBJECTS TO, AND SHALL NOT BE BOUND BY, ANY ADDITIONAL OR DIFFERENT TERMS OR CONDITIONS, WHETHER PRINTED OR OTHERWISE AND REGARDLESS OF WHETHER SUCH ADDITIONAL TERMS OR CONDITIONS ARE IN PURCHASER'S PURCHASE ORDER OR IN ANY OTHER COMMUNICATION FROM PURCHASER TO PIONEER. The terms and conditions appearing in this agreement together with PIONEER's standard or custom product specifications (if applicable), constitute the entire agreement between PIONEER and Purchaser. Prior courses of dealing, trade usage and verbal agreements not reduced to a writing signed by PIONEER to the extent they differ from, modify, add to or detract from this agreement shall not be binding upon PIONEER. There are no other agreements, promises or understandings, either verbal or written, which are not fully expressed in this agreement. No statements, recommendations or assistance by either party have been relied upon by either party or shall constitute a waiver by either party of any of the provisions hereof. This agreement may be amended or altered only if agreed to in writing, signed by the party against which any such amendment or alteration is asserted.

a. Acceptance and Payment

PIONEER reserves the right to reject and refuse to process a purchase order for any reason whatsoever. If a Purchase Order (PO) or a line item contained in a PO is cancelled by the Purchaser after PO acceptance by PIONEER, PIONEER reserves the right to apply cancellation charges of up to fifty percent (50%) of the PO price of the cancelled item(s).

The due date of payment shall be measured from the invoice date. Terms are net thirty (30) days from date of invoice of each shipment, unless otherwise stated. Any portion of the purchase price which is not paid in accordance with applicable payment terms shall accrue interest at a rate equal to one and one-half percent (1 ½%) per month or the highest rate allowed by law, plus any attorney fees and other costs associated with collections. PIONEER shall apply payments received against outstanding invoices and/or interest charges at its discretion.

b. Prices and Taxes

All prices and discounts are subject to change by PIONEER, with or without prior notice. Prices and discounts applicable to unshipped quantities of existing purchase orders, as well as to new purchase orders, shall be those in effect at the time of shipment.

A representation by Purchaser of facts, upon which PIONEER relies in basing applicable discount or term of sale, shall be taken as a representation that such facts are true; and PIONEER shall have the right to revise any price or discount, including products already shipped, invoiced, or paid, should such representations be untrue.

All prices are net of, and do not include, any federal, state, or local income, property, sales, use, excise, value-added, or other taxes, all of which shall be the responsibility of, and paid by, Purchaser.

c. Quotations

No price quotations for PIONEER products shall be binding on PIONEER unless confirmed in writing by PIONEER. Prices so quoted will be binding on PIONEER for ninety (90) days from the date of the price quotation unless noted in the quotation by PIONEER. Price quotations do not include accessories or components not supplied by PIONEER. Clerical errors on any price quotations are subject to correction by PIONEER. Quotations are subject to change by PIONEER with notice to Purchaser.

d. Delivery

Shipments may be made by common carrier, unless otherwise specified. Special arrangements, such as air freight, parcel shipment, overnight delivery and special packaging requirements must be specifically requested by Purchaser and, unless agreed to in writing by PIONEER, will be at Purchaser's expense.

Any dates or schedules specified for the delivery of goods covered hereby are approximate only and are based upon then existing conditions and/or conditions reasonably anticipated through each shipping date. In addition to the limitation on damages described herein, PIONEER shall not, under any circumstances be liable for any loss, cost, expense, delay, damage, inconvenience, or consequential damages for failure (however caused) to meet a specific shipping date, or for any delay, loss, or damage in transit, or due to the unavailability of sufficient products to fill a purchase order. PIONEER reserves the right to allocate available inventories among its customers, including Purchaser, in the event that such inventories are inadequate to meet demand.

Pioneer will deliver product in accordance with the terms and requirements of Incoterms 2010 FCA shipping point unless alternative terms are agreed to in writing. Title to the product shipped shall pass to Purchaser when PIONEER delivers such goods (i) to the carrier for delivery to Purchaser or (ii) to the dock for export shipments to Purchaser, and all risks of damage, loss, or delay shall thereupon pass to Purchaser. PIONEER shall promptly, after shipment, notify Purchaser that the goods have been delivered to the carrier or to the dock and shall furnish Purchaser with all documents, if any that are required to enable Purchaser to obtain possession of the product.

C. STANDARD LIMITED WARRANTY

LIMITED WARRANTY: Except as set forth in an Extended Warranty, Pioneer warrants to the purchaser of Pioneer's manufactured products that, for the applicable warranty period identified on the Warranty Schedule attached hereto as Exhibit A and incorporated herein by reference, the products purchased will (i) be free from defects in workmanship and material at the time of shipment, (ii) conform to the specifications published or unless agreed to in writing between the purchaser and Pioneer. This limited warranty extends only to products purchased directly from Pioneer.

If a failure to conform to purchaser's specifications or a defect in materials or workmanship is discovered during the warranty period, Pioneer must be notified in writing within thirty (30) days of such discovery.

- a. THIS LIMITED WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, WRITTEN OR ORAL, STATUTORY, EXPRESS, OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. PURCHASER'S SOLE AND EXCLUSIVE REMEDY FOR PIONEER'S BREACH OF ITS OBLIGATIONS HEREUNDER, INCLUDING BREACH OF ANY EXPRESS OR IMPLIED WARRANTY OR OTHERWISE, UNLESS PROVIDED ON THE FACE HEREOF OR IN A WRITTEN INSTRUMENT MADE PART OF THIS LIMITED WARRANTY, SHALL BE FOR THE PURCHASE PRICE PAID TO PIONEER FOR THE NONCONFORMING OR DEFECTIVE PRODUCT OR FOR THE REPAIR OR REPLACEMENT OF NONCONFORMING OR DEFECTIVE PRODUCT, AT PIONEER'S ELECTION. ANY PIONEER PRODUCT WHICH PIONEER DETERMINES TO BE DEFECTIVE WITHIN THE WARRANTY PERIOD SHALL BE, AT PIONEER'S SOLE OPTION, REPAIRED, REPLACED, OR A REFUND OF THE PURCHASE PRICE PAID. Some states do not allow limitations on how long an implied warranty lasts, therefore, the limitations and exclusions relating to the products may not apply.
- b. WITHOUT LIMITING THE GENERALITY OF THE EXCLUSIONS OF THIS LIMITED WARRANTY, PIONEER SHALL NOT BE LIABLE TO THE PURCHASER OR ANY THIRD PARTY FOR ANY AND ALL (i) INCIDENTAL EXPENSES OR OTHER CHARGES, COSTS, EXPENSES (INCLUDING COSTS OF INSPECTION, TESTING, STORAGE, OR TRANSPORTATION) OR (ii) DAMAGES, INCLUDING CONSEQUENTIAL, SPECIAL DAMAGES, PUNITIVE OR INDIRECT DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOST TIME AND LOST BUSINESS OPPORTUNITIES, REGARDLESS OF WHETHER PIONEER IS OR IS SHOWN TO BE AT FAULT, AND REGARDLESS OF WHETHER THERE IS OR THERE IS SHOWN TO HAVE BEEN A DEFECT IN MATERIALS OR WORKMANSHIP, NEGLIGENCE IN MANUFACTURE OR DESIGN, OR A FAILURE TO WARN.
- c. Pioneer's liability arising out of the sale or delivery of its products, or their use, whether based upon warranty contract, negligence, or otherwise, shall not in any case exceed the cost of repair or replacement of the product and, upon expiration of any applicable warranty period, any and all such liability shall terminate.
- d. Without limiting the generality of the exclusions of this limited warranty, PIONEER does not warrant the adequacy of any specifications provided directly or indirectly by a purchaser or that PIONEER's products will perform in accordance with such specifications. This limited warranty does not apply to any products that have been subject to misuse (including use in a manner inconsistent with the design of the product), abuse, neglect, accident or improper installation or maintenance, or to products that have been altered or repaired by any person or entity other than Pioneer or its authorized representatives.

- e. This limited warranty does not cover parts that by nature of their function require replacement as the result of normal wear and tear, including but not limited to, seals, wear rings, wear plates, or other parts subjected to abrasion, cavitation, or corrosion, unless a defect in materials or workmanship can be determined by Pioneer.
- g. With respect to all products manufactured by Pioneer, the following conditions automatically void this limited warranty:
 1. Corrosion due to aggressive pumping conditions.
 2. Improper voltage supply.
 3. Physical damage that is the result of misuse, mishandling, or freight or shipping damage.
 4. Damage caused by disasters such as fire, flood, wind, or lightning.
 5. Damage caused by unauthorized modifications or attachments.
 6. Corrosive or abrasive wear outside the normal use of the product.
 7. Lightning damage (often referred to as high voltage surge damage).
 8. Electrical failures due to the use of non-approved overload protection.
 9. Unauthorized disassembly.
 10. Improper flange loading.
 11. Cavitation.

Prior authorization must be received from Pioneer prior to any service work on any product by third parties. Failure to obtain prior authorization shall void this warranty.

Third Party Field Service. No statements regarding warranty coverage made by any third party shall be binding on Pioneer.

D. MISCELLANEOUS

a. Compliance with Laws, Ordinances and Regulations

PIONEER shall use reasonable efforts to cause the products to comply with federal safety, health and environmental regulations and insurance codes. However, PIONEER shall not be responsible for compliance of the products with local interpretations of such federal regulations or insurance codes, nor with any local laws, ordinances, codes and/or regulations which may at any time be in effect at any location where the products are to be used, unless such responsibility shall be expressly assumed by PIONEER in writing.

b. Change of Design

PIONEER shall be entitled to make any and all changes in details of design, construction or arrangement of the product as PIONEER in its sole discretion determines will constitute an improvement upon the product or any specifications or designs previously furnished to the Purchaser.

c. PIONEER Remedies

In addition to and notwithstanding any other remedy to which PIONEER may be entitled by law, in the event of Purchaser's breach of its obligations hereunder, or if Purchaser should cancel a purchase order, in whole or in part, or refuse to accept the products shipped hereunder, or wrongfully rejects or revokes its acceptance of products shipped that conform to a purchase order, Purchaser shall pay for, and PIONEER shall be entitled to recover from Purchaser, all special engineering, design, tooling, manufacturing, storage, or transportation costs incurred in connection with PIONEER's performance of the purchase order.

d. Infringement

With respect to PIONEER's own standard designs and specifications, or specialty products which PIONEER has engineered and designed, PIONEER shall defend, indemnify and hold Purchaser harmless from and against any loss, damage, cost or expense arising out of any third-party claims for patent or trademark infringement relating to such products, so long as Purchaser promptly notifies PIONEER in writing of any such claim and gives PIONEER such authority, information and assistance as PIONEER may request in connection with the defense thereof.

Purchaser shall defend, indemnify and hold PIONEER harmless from and against any loss, damage, costs or expenses arising out of any claims of patent or trademark infringement relating to products manufactured by PIONEER in accordance with any designs or specifications furnished by Purchaser.



e. Special Tooling

Any special tools, dies, jigs, molds, or other equipment manufactured or purchased by PIONEER, regardless of whether included as part of PIONEER's pricing, shall remain PIONEER's exclusive property.

f. Confidentiality

All commercial, financial or technical information furnished by PIONEER shall be considered confidential and Purchaser shall not disclose any such information to any other person or use such information itself for any purpose other than the re-sale or the intended use of the products. This Section shall apply to drawings, specifications or other documents prepared by us. Unless otherwise agreed in writing, no information disclosed in any manner or at any time by Purchaser to PIONEER shall be deemed secret or confidential, and Purchaser shall have no rights against PIONEER with respect thereto, except such rights as may exist under applicable patent laws.

g. Independent Contractors

PIONEER and Purchaser are independent contractors and neither has the authority to assume or to create any obligation on behalf of or in the name of the other.

h. Set Off

PIONEER shall be entitled to set off any amount or apply any sum due from Purchaser to PIONEER or any other affiliated company of PIONEER.

i. Force Majeure

PIONEER shall not be responsible or liable for any delays or failures in manufacture or delivery due to any cause or condition beyond the reasonable control of PIONEER. PIONEER shall not be responsible or liable for any delays or failures to deliver or to perform its contractual responsibilities if due to causes beyond its reasonable control or the reasonable control of its suppliers, or due to acts of God, acts of civil or military authority, judicial action, fires, strikes, floods, wars, transportation delays, or inability due to causes beyond its reasonable control to obtain necessary labor, materials or manufacturing facilities. In the event of such a condition or circumstance, PIONEER shall have the right, at its option, to cancel any purchase orders or any part thereof without any resulting liability.

j. Applicable Law

The terms and conditions expressed herein shall be construed and its performance governed by the internal laws (as opposed to conflicts of law provisions) of the State of Texas.

k. Headings

All headings or captions used herein are for convenience of reference only and shall not limit or define these terms and conditions.

l. Interpretation

Whenever the term "include" or "including" is used in this document or any document referenced in this document, it shall mean "including, without limitation," (whether or not such language is specifically set forth) and shall not be deemed to limit the range of possibilities to those items specifically enumerated. The words "hereof", "herein" and "hereunder" and words of similar import refer to this document and any document referenced in this document as a whole and not to any particular provision. Terms defined in the singular have a comparable meaning when used in the plural and vice versa.

Exhibit A

	Product	0-12 Months	13-24 Months	25-60 Months
Pumps	Solids Handling	•	•	
	Clear Liquids	•	•	
	Vortex Series	•	•	
	HWR Series	•	•	
	GS Series	•	•	•
	GT Series	•	•	•
	P B Series	•	•	•
Packages	PE B Series	•	•	•
	Engine Driven	•	•	
	Electric motor driven	•	•	
Other	Other	•	•	
	Parts	•		

Christopher Simeoni

From: Rafael Rivera <Rafael.Rivera@griffindewatering.com>
Sent: Thursday, September 23, 2021 3:02 PM
To: Christopher Simeoni
Subject: RE: Kennebunkport Wastewater dewatering pump inquiry
Attachments: non_clog_pump6NCRD-9.25.pdf

Follow Up Flag: Flag for follow up
Flag Status: Completed

Christopher,

Like I explained when we first spoke; We don't build the compressor prime pump and the smallest dry prime pump we have is the 6NCRD-9.25". It has higher volume but lower head.
See attached to see if it is acceptable.

Sale price for a Trailer mounted unit is **\$57,800.00**. It would have a minimum lead time of 12-14 weeks ARO.

Let me know either way; and I will see what I can do for you.

Rafael Rivera
Manager

GRIFFIN Celebrating 86 years – [Learn More!](#)

Griffin Dewatering

Cell: 973.417.4467

www.griffindewatering.com

From: Christopher Simeoni <csimeoni@kennebunkportme.gov>
Sent: Thursday, September 23, 2021 8:21 AM
To: Rafael Rivera <Rafael.Rivera@griffindewatering.com>
Subject: Kennebunkport Wastewater dewatering pump inquiry

Good morning Rafael,

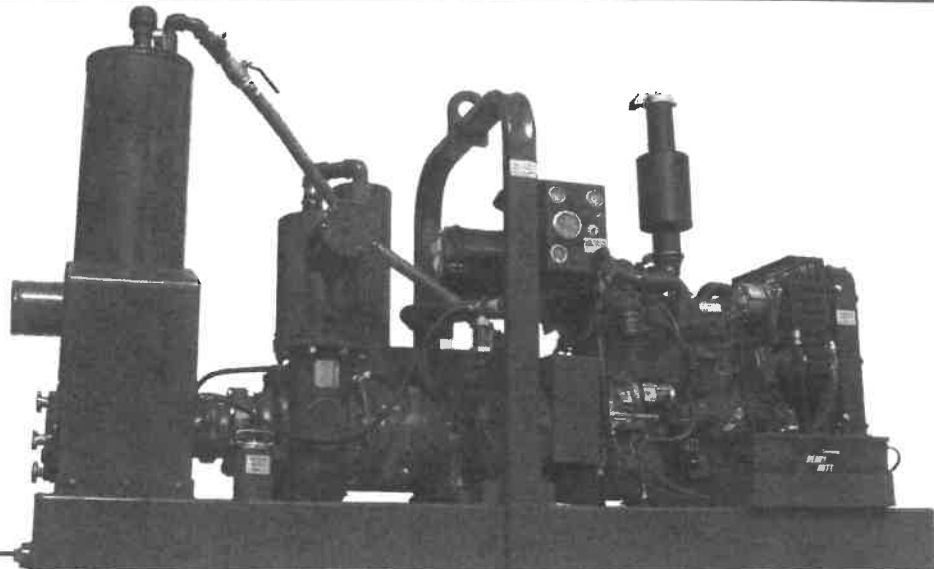
Thanks for taking the time to speak with me regarding the pump. Attached is the pump/specs that was used at one of our pump station upgrades recently. We know this product to work well and we are looking to get a price on the Griffin equivalent. (I know there are three different models under the 4" pumps.) We'd be looking for 30' of suction hose and 300' of run flat hose. If you have further questions, please let me know.

Thanks in advance!

Christopher Simeoni
Deputy Director
Kennebunkport Public Works

GRIFFIN

6" Variable-Use Non-Clog Pump Model: 6NCRD - 9.25"



MODEL FEATURES

- Fully automatic, dry priming and dry running, self-contained, portable pump, non-clog pump unit
- Handles large volumes of air, water, and trash
- Operates efficiently under intermittent flow conditions
- Automatically primes and re-primers at suction lifts of 25 feet or greater
- Suction priming tank w/ cleanout port to allow for inspection of impeller without removal of suction piping

PUMP

SIZE: 6" x 6" x 9.25"
CASING: Class 30 cast iron
IMPELLER: 2-port enclosed, non-clog
SEAL: Mechanical Seal - Silicon Carbide
SUCTION WEAR RING: Cast iron
SHAFT: AISI 1040 or equivalent
SOLIDS HANDLING: 3"

ENGINE

MAKE: John Deere
MODEL: 4024T
TYPE: 4-cylinder, 4-cycle water cooled
DISPLACEMENT: 149 cu in.
GOVERNOR: Mechanical
LUBRICATION: Constant pressure, full flow
AIR CLEANER: Replaceable dry element
ELECTRICAL SYSTEM: 12V DC
SAFETY SHUTDOWNS: High head temperature, low oil pressure

MANUFACTURER'S PERFORMANCE:

Rated Power - hp (kW)
intermittent: 49 (38)
continuous: 41 (30.8)
Rated speed - rpm: 2800

PRIMING SYSTEM

- Compressor-driven Venturi-12 CFM air flow
- Priming tank w/ cleanout
- Vacuum priming valve w/ float

STANDARD FITTINGS

DISCHARGE VALVE: Fabricated with 6" Victaulic ® nipple, flapper-type with replaceable weights

INLET: 6" Victaulic ® nipple

STANDARD EQUIPMENT

- Integral fuel tank with 24 hour run time fuel capacity
(other capacities may be available)
- Center point lifting bail
- Battery box
- Vacuum gauge with liquid filled, stainless steel case

AVAILABLE OPTIONS

- Optional DOT tandem axle trailer
- Optional DOT single axle trailer
- Sound Attenuated
- Auto Start/Stop Panels

PHYSICAL DIMENSIONS - Open Unit

WEIGHT: 2600 lbs
LENGTH: 90"
WIDTH: 44"
HEIGHT: 64"



In the interest of product improvement, specifications may change without notice.

GRIFFIN

Pump & Equipment, Inc.

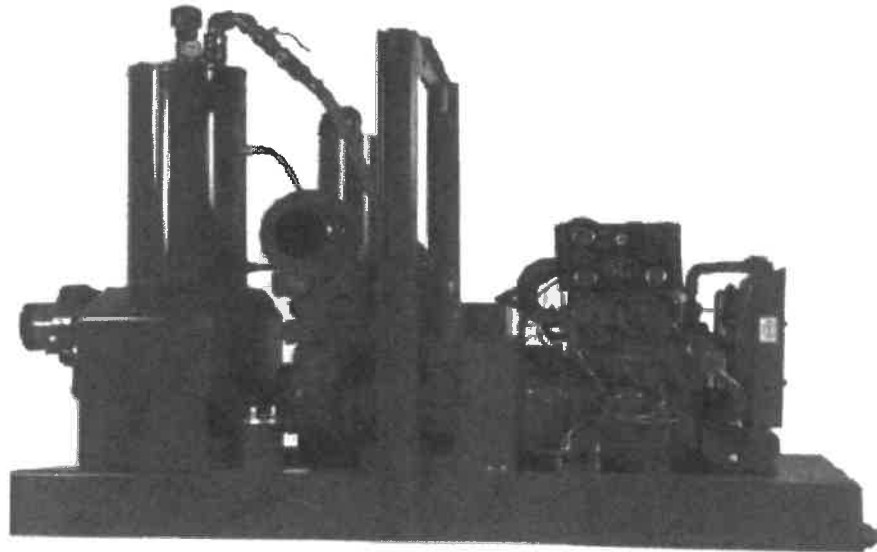
5306 Clinton Drive, Houston, TX 77020
(713)671-7000 Fax: (713)675-4820
web: www.griffinpump.com
e-mail: gpe@griffinpump.com

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GRIFFIN

4" Non-Clog Pump

Model: 4NCRD, 4NCDD, 4NCCD



MODEL FEATURES

- Fully automatic, dry priming and dry running, self-contained, portable pump, non-clog pump unit
- Handles large volumes of air, water, and trash
- Operates efficiently under intermittent flow conditions
- Automatically primes and re-primates at suction lifts of 25 feet or greater

PUMP

SIZE: 4" x 4" x 8.25"
CASING: Class 30 cast iron
IMPELLER: 2-port enclosed, non-clog, ASTM A48 class 30 cast iron
SEAL: tungsten vs. silicon carbide Cycloseal with Run-Dry Gland for dry running and abrasive resistance
SUCTION WEAR PLATE: Cast iron
SHAFT: AISI 1040 or equivalent
SOLIDS HANDLING: 3"

ENGINE

MAKE: John Deere
MODEL: 3015DF
TYPE: 3-cylinder, 4-cycle water cooled, naturally aspirated diesel
DISPLACEMENT: 91.3 cu in.
GOVERNOR: Mechanical
LUBRICATION: Constant pressure, full flow

AIR CLEANER: Replaceable dry element

ELECTRICAL SYSTEM: 12V DC

SAFETY SHUTDOWNS: High head temperature, low oil pressure

MANUFACTURER'S PERFORMANCE:

Rated Power - hp (kW)
intermittent: 33.0 (24.6)
continuous: 29.7 (22.1)

Rated speed - rpm: 3000

VACUUM PUMP OPTIONS

- Rotary vane, air cooled, oil lubricated
- Compressor-driven Venturi air flow
- Diaphragm pumps

Designed for a minimum air-flow of 35 CFM

VACUUM PUMP OIL RECLAIMING SYSTEM-optional

CONSTRUCTION: carbon steel
OIL FILL LEVEL: 10 gallons
VOLUME: 5005 cu in.
OIL COOLER: integral to air separation chamber

AIR SEPARATOR-optional

CONSTRUCTION: Carbon steel
FLOAT ASSEMBLY: Direct-acting stainless steel float with stainless steel support and corrosion-resistant components

FLOAT SIZE: 636 cu in.

AIR DOME: Bronze with nylon valve seats and rubber-covered backflow preventer check valve

VALVES: Nylon, replaceable

WET CHAMBER: 7730 cu in.

AIR CHAMBER: 3721 cu in.

VACUUM RELIEF VALVE: 50 CFM

STANDARD FITTINGS

DISCHARGE VALVE: Cast iron with 4" or 6" Victaulic @ nipple and rear clean-out, flapper-type with replaceable weights
INLET: 4" or 6" Victaulic @ nipple

STANDARD EQUIPMENT

- Integral fuel tank (8" x 8" rectangular tubing) with 24 hour run time fuel capacity
- Center point lifting bail
- Battery box
- Vacuum gauge with liquid filled, stainless steel case

AVAILABLE OPTIONS

- Optional I-beam frame
- Optional DOT trailer

PHYSICAL DIMENSIONS

WEIGHT: 2560 lbs
LENGTH: 90"
WIDTH: 44"
HEIGHT: 64"

In the interest of product improvement, specifications may change without notice.



GRIFFIN

Pump & Equipment, Inc.

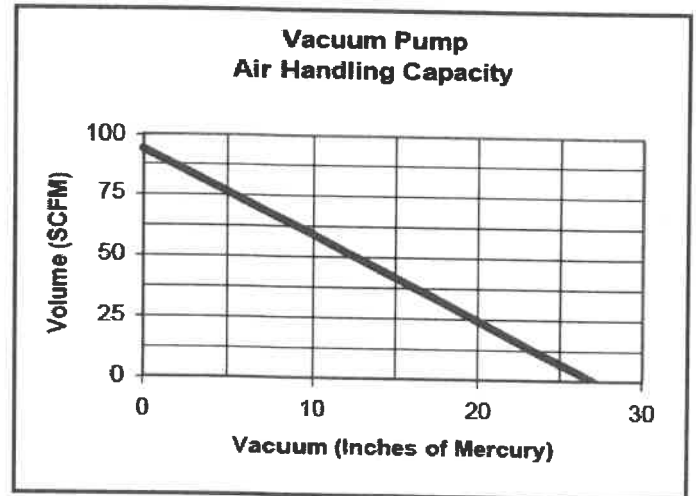
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e-mail: gpe@griffinpump.com

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4" Variable-Use Non-Clog Pump

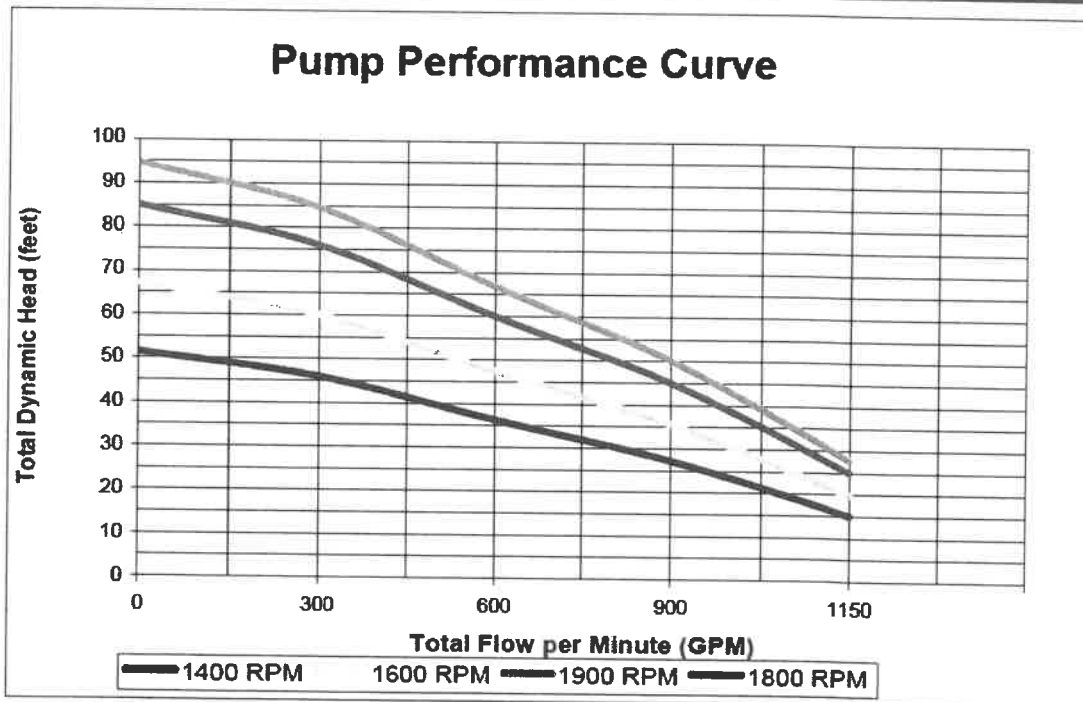
MODELS: 4NCRD, 4NCDD, 4NCCD

- Vacuum assisted, self-priming
- End suction
- Non-clog
- Centrifugal pump
- Close coupled



Driver RPM: 1800
Driven RPM: 850

Horsepower: 5
Type: Rotary Vane



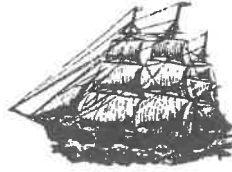
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AGENDA ITEM DIVIDER



KENNEBUNKPORT WASTEWATER DEPARTMENT

MEMORANDUM

Date: September 27th, 2021

To: Laurie Smith

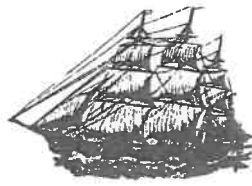
From: Chris Simeoni, Deputy Director Public Works

Re: Agenda item for October 14th Selectmen's meeting- Commitment of Sewer Rates for properties obtaining occupancy

Last year the Wastewater Ordinance was changed regarding wastewater connection applications. The ordinance was changed from the owner being billed for the sewer user fee immediately, regardless of occupancy date, to being billed upon occupancy. The following properties have obtained occupancy to date and the user fee for the current year has been prorated by ordinance:

Address	MBL	Amount
<i>16 New Biddeford Road</i>	41-001-03A	<i>\$326.83</i>
<i>18 New Biddeford Road</i>	41-001-03	<i>\$326.83</i>
<i>15 Beryls Way</i>	23-001-19A2	<i>\$278.77</i>
<i>39 Beryls Way</i>	23-001-19A6	<i>\$158.61</i>
<i>1 Boatswain Lane</i>	22-009-52	<i>\$197.06</i>

I recommend the Board of Selectmen commit the above sewer rates for a total of *\$1,288.10*.



TOWN OF KENNEBUNKPORT, MAINE

– INCORPORATED 1653 –

Certificate of Commitment of Sewer User Rates

To: Denise Brown, the treasurer of the municipality of Kennebunkport, Maine.

We, the undersigned municipal officers of the municipality of Kennebunkport, hereby certified and commit to you a true list of the sewer rates established by us pursuant to 30-A M.R.S.A. § 3406 for those properties, units, and structures required by local and State law to pay a sewer rate to the municipality, for the period beginning January 1, 2021 and ending December 31, 2021. This list is comprised of the pages numbered 1 to 1 inclusive which are attached to this certificate. The date(s) on which the rates included in this list are due and payable is (are) November 15, 2021. You are hereby required to collect from each person named in the attached list his or her respective amount as indicated in the list, the sum of those lists being \$1,288.10. You are hereby required to charge interest at a rate of 5.00% per annum on any unpaid account balance beginning November 16, 2021. You are hereby authorized to collect these rates and any accrued interest by any means legally available to you under State law. On or before December 31, 2021 you shall complete and make an account of your collections of the whole sum herein committed to you.

Given under our hands this 14th day of October 2021.

Municipal Officers, Town of Kennebunkport

Created Bills Report

Rate Key : 116 Interest As Of: 10/15/2021

Book : 99

Book	Seq	Cons	Regular	Misc	Tax	Past Due	Interest	Amount	Account	Name
*99	0	0	278.77	0.00	0.00	0.00	0.00	278.77	14247	CUMMISKEY, ADAM J
*99	0	0	158.61	0.00	0.00	0.00	0.00	158.61	14248	DURHAM, EARLE L & ANN R
*99	0	0	326.83	0.00	0.00	0.00	0.00	326.83	14249	ROBERT & JANE GARVEY REVOC TRUST
*99	0	0	326.83	0.00	0.00	0.00	0.00	326.83	14250	TUTHILL, GREGORY W & TRACEY W
*99	0	0	197.06	0.00	0.00	0.00	0.00	197.06	14251	TREMBLAY, CHARLES R
Book: 99										
5 bills		0	1,288.10	0.00	0.00	0.00	0.00	1,288.10		
Total:										
5 bills		0	1,288.10	0.00	0.00	0.00	0.00	1,288.10		

Billing Edit Report

Seq	Previous	Current	Cons	Water	Sewer	Total	Acct	Name	Location
Book # 99									
*0	0	0	0	0.00	278.77	278.77	14247	CUMMISKEY, ADAM J	15 BERYLS WAY
								23-001-19A2	
*0	0	0	0	0.00	158.61	158.61	14248	DURHAM, EARLE L & ANN R	39 BERYLS WAY
								23-001-19A6	
*0	0	0	0	0.00	326.83	326.83	14249	ROBERT & JANE GARVEY REVOC TRUST	18 NEW BIDDEFORD ROAD
								41-001-03	
*0	0	0	0	0.00	326.83	326.83	14250	TUTHILL, GREGORY W & TRACEY W	16 NEW BIDDEFORD ROAD
								41-001-03A	
*0	0	0	0	0.00	197.06	197.06	14251	TREMBLAY, CHARLES R	1 BOATSWAIN LANE
								22-009-52	
Book 99 Total:				0.00	1,288.10	1,288.10			
Total:				0.00	1,288.10	1,288.10			

Dollar Amounts Report

----- Sewer -----

Book	Cat : 1	2	3	4	5	6	7	8	9	Total
99	1,288.10	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,288.10
Total:	1,288.10	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,288.10

Bill Count Report

----- Sewer -----

Book	Cat : 1	2	3	4	5	6	7	8	9	Total
99	5	0	0	0	0	0	0	0	0	5
Total:	5	0	0	0	0	0	0	0	0	5

Calculation Summary Report

<u>Water</u>		<u>Sewer</u>	
Override	0.00	Override	0.00
Flat	0.00	Flat	0.00
Units	0.00	Units	1,288.10
Consumption	0.00	Consumption	0.00
Miscellaneous	0.00	Miscellaneous	0.00
Adjustments	0.00	Adjustments	0.00
Tax	0.00	Tax	0.00
Total	0.00	Total	1,288.10

User Category Summary

Category	<u>Water</u> Count	Cons	Amount	Category	<u>Sewer</u> Count	Cons	Amount
				1 Category : 1	5	0	1,288.10

* = Override

AGENDA ITEM DIVIDER

Memorandum

To: Board of Selectmen
Fr: Laurie Smith, Town Manager & Craig Sanford, Police Chief
Re: GRB Fire Permit Procedures
Dt: October 12, 2021

On July 8, 2021, the Board of Selectmen updated the Goose Rocks Beach fire permit procedures based upon the recommendation of the Goose Rocks Beach Advisory Committee. The changes included the following:

- A maximum of 6 permits issued based upon fire conditions.
 - 3 permits for beach-front properties and 3 permits for the public on the east end.
- Fires must be confined within a metal container. The container must be carried on and off the beach on the same night. No dumping of ashes, embers, or partially burned wood is allowed.
- The security deposit was raised to \$250.
- The fire site must be at least 20' from any dune grass and at least 100' from any bird nesting site.
- There must be a water-filled bucket at the fire site to be used for emergency purposes.
- The permittee must sign a statement acknowledging they are responsible for any fire spread.

The Police Department began issuing permits on July 18, 2021.

During the summer, the Police issued 18 permits.

They received 4 beach fire complaints. It was determined that 2 were for unpermitted fires, 1 was for debris left behind and 1 was due to a fire not contained. Out of the 18 fire permits, one deposit was kept due to a rule violation.

The Chief's recommendation is to maintain this set of rules for another summer season and determine whether any changes are warranted in the fall of 2022.

AGENDA ITEM DIVIDER

GRB BAC Resolution in support of increased funding for investigation of nature and source of high Enterococci concentrations from the tidal river waters at Goose Rocks Beach

Given:

- That over the past few years the ME DEP-supported Maine Healthy Beaches program has consistently ranked GRB as one of the top two beaches in Maine with test results that exceeded EPA's recommended "safe" level,
- The frequency of beach advisory postings due to high FIB (Fecal Indicator Bacteria – Enterococci) levels at both tidal rivers,
- The February 2021 Summary Report from the Maine DEP for 2018 & 2019 (2021 Study) found that 20% of a total of 65 samples tested for DNA showed a human source, and stated that human bacteria are the greatest human health risk, particularly for children,
- That aging septic tanks on properties that drain into the watershed/river waters are the most likely sources of the human-caused pollution in the rivers,
- There is a high cost to locate and mitigate aging septic tank issues, and
- There are potential sources of government funding through the American Rescue Plan and possibly from subsequent infrastructure bills.

Let it be resolved that:

The Goose Rocks Beach Advisory Committee recommends that the Town of Kennebunkport dedicate an appropriate amount of funds, made available to the Town through the American Rescue Plan (or other funding sources), to prioritize and implement recommendations of the 2021 DEP Summary Report. These include:

- Maintain watershed water quality monitoring, expanding testing during wet and dry weather events and differing tidal cycles, integrating wind speed and wave height
- Prioritize identification and remediation of human fecal sources
- Wastewater and Stormwater infrastructure investigation and upgrades
- Expand Education and Outreach Initiatives,
- Promote land use best practices (implement low impact development throughout the watershed such as reducing impervious surfaces, preserving recreating natural landscapes to treat polluted runoff, protecting natural water flow, and restoring vegetative buffers).
- Establish and maintain collaborative partnerships, including with the City of Biddeford (since the Little River watershed is shared with Biddeford).

Also,

- Establish and maintain a fund to provide grants and low interests loans of offset the high cost of mitigating residential septic issues.