

TOWN OF KENNEBUNKPORT, MAINE

**Board of Selectmen Agenda
May 9, 2024 @ 6:00 PM
VILLAGE FIRE STATION
32 North Street**

This is an in-person meeting, but the public may join in the Zoom webinar format.

Join by **computer or mobile device** and click on:

<https://us06web.zoom.us/j/88258290562>

or go to **ZOOM** and enter the **webinar ID**: 882 5829 0562

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

1. Call to Order.
2. Approve the April 25, 2024, 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. Consider a special amusement license for Sandy Pines Campground, 277 Mills Road.
5. Consider approving the liquor license for Nunan's Lobster Hut, Inc., located at 9 Mills Rd.
6. Consider approving the liquor license for Arundel Marine Service, located at 43 Ocean Ave.
7. Public hearing to consider ordinance revisions on the June 12, 2024, town meeting ballot:
 - a) LD 2003 Land Use Ordinance Amendments
 - b) Floodplain Ordinance Amendment
8. Consider Grant Rite Management Corporation proposal regarding FEMA reimbursement administration.
9. Pier proposal update.
10. Town Hall Building Committee minutes and consider request to consider public attendance at the Town Hall Building Committee meetings.

11. Accept a \$50.00 donation from an anonymous donor to the nurses' general account.
12. Accept a \$200.00 donation from an anonymous donor to the nurses' general account.
13. Other Business.
14. Approve the May 9, 2024, Treasurer's Warrant.
15. Adjournment.

AGENDA ITEM DIVIDER

Town of Kennebunkport
Board of Selectmen Meeting
April 25, 2024
6:00 PM
Village Fire Station (32 North Street)

MINUTES

Selectmen attending: Mike Weston, Sheila Matthews-Bull, Allen Daggett, Jon Dykstra, Marybeth Gilbert.

1. Call To Order.

Chairman Weston called the meeting to order at 6:00 PM.

2. Approve the April 11, 2024, selectmen meeting minutes.

Motion by Selectman Matthews-Bull, seconded by Selectman Daggett, to approve the April 11, 2024, selectmen meeting minutes. **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.)

Gail Spofford, Vice Chair of the RSU 21 School Board of Directors & Chair of the Finance Committee, informed all that the budget validation meeting will take place on May 6th at Kennebunk Elementary School at 7 pm in the gymnasium. The public can interact with the board regarding the RSU 21 budget and may do so at that meeting. She also stated that information about the budget can be found at rsu21.net.

No motion was necessary. No motion was taken.

4. Consider the following renewal liquor licenses submitted by Kennebunkport Resort Collection:

- a. Cape Arundel Inn, LLC, located at 208 Ocean Avenue
- b. The Boathouse at Kennebunkport, LLC at 21 Ocean Avenue
- c. Ivy One, LLC d/b/a The Clubhouse at Cape Arundel Inn located at 8 Old Fort Avenue
- d. Hidden Pond, LLC, located at 354 Goose Rocks Road
- e. The Kennebunkport Inn, LLC, located at 1 Dock Square
- f. Lodge on the Cove, LLC, located at 29 South Main Street
- g. Yachtsman Hospitality, LLC at 57 Ocean Avenue
- h. Tides Beach Club, LLC, located at 930 Kings Highway

Chairman Weston read the list of license applications.

Motion by Selectman Daggett, seconded by Selectman Matthews-Bull, to approve the renewal of liquor licenses submitted by Kennebunkport Resort Collection. **Voted:** 5-0. **Motion passed.**

5. Consider a special amusement license for Sandy Pines Campground, 277 Mills Road.

Chairman Weston permitted a member of the public to speak about this license. Mike Dunlay expressed his concerns about the sound level of amplified music he has already experienced in past years from the campground. He is concerned that approval of the special amusement license will imply the Town's tacit approval of loud music.

Robin Phillips, via Zoom, asked if there was a statutory limit on the number of times in a time interval that amplified music would be permitted. Laurie Smith, Town Manager, replied that the special amusement license does not make this specification. She continued that the permit is needed to combine the presence of alcohol and amplified music.

The Board members discussed the application for several minutes.

Motion by Selectman Dykstra, seconded by Selectman Gilbert, to table the special amusement license application until the next Select Board meeting on May 9th, with the understanding that Town staff will reach out to the applicant to have a conversation with them and invite them to appear at that meeting. **Voted:** 5-0. **Motion passed.**

6. Ocean Avenue Engineering Update (Woodard & Curran).

Barry Sheff, Project Manager at Woodard & Curran, reviewed the storm damage to parts of Ocean Avenue and Wandby Beach. He presented two alternatives for reconstruction: segmental block wall & rockery wall. Segmental has a smaller footprint, but rockery is more flexible and "healable" after settling. Storm wave protection can be provided with an additional elevation increase or a wave wall projected above the roadway. The parking at Wandby Beach would be preserved.

Barry made two proposals for elevations of the project:

- Road elevation of 13 feet, with a wave wall at 16 feet (100-year flood elevation).
- Road elevation of 14 feet, with a wave wall at 17 feet (100-year flood elevation plus 1½ feet of sea level rise).

The plans attempt to balance impact to the natural resources, the abutters, and cost of the project. There was considerable discussion about the wave wall and impact to the ocean view at Wandby Beach.

Motion by Selectman Daggett, seconded by Selectman Gilbert, to request a final report from Woodard & Curran with rockery wall and road elevation of 14 feet and wave wall at an elevation of 17 feet. **Voted: 5-0. Motion passed.**

Chris Simeoni, Public Works Director, updated the Board on the immediate repair work being done on this section of Ocean Avenue to re-open the road. Last week, the road crew removed the damaged pavement and discovered concrete underneath. This meant that there was not as much grading work to do as was anticipated. Displaced rocks have been moved back to their original positions. There is a little more touch-up work to be done, but the road is back open at this time, with new pavement anticipated to be put down next week. The sidewalks have also been repaired to the point that they are ready to accept pavement.

7. Authorize Wastewater Commitment for Calendar Year 2024.

Motion by Selectman Daggett, seconded by Selectman Matthews-Bull, to authorize the wastewater commitment in the amount of \$1,639,892.73. **Voted: 5-0. Motion passed.**

8. Certification of the referendum questions for the June town meeting warrant.

Motion by Selectman Daggett, seconded by Selectman Matthews-Bull, to certify the referendum questions for the June town meeting warrant. **Voted: 5-0. Motion passed.**

9. Authorize and sign the June 2024 town meeting warrant.

Motion by Selectman Daggett, seconded by Selectman Dykstra, to authorize and sign the June 2024 town meeting warrant. **Voted: 5-0. Motion passed.**

10. Countersign the RSU 21 Budget Validation Referendum Election Warrant.

Motion by Selectman Dykstra, seconded by Selectman Daggett, to countersign the RSU 21 budget validation referendum election warrant. **Voted: 5-0. Motion passed.**

11. Set a public hearing date of May 9, 2024, to consider ordinance revisions on the June 12, 2024, town meeting ballot.

Motion by Selectman Matthews-Bull, seconded by Selectman Daggett, to set a public hearing date of May 9, 2024, to consider ordinance revisions on the June 12, 2024, town meeting ballot. **Voted: 5-0. Motion passed.**

12. Authorize a three-year lease with KEMS for the use of the Cape Porpoise Fire Station.

Jay Everett, Fire Chief, explained that the Town would bill KEMS for the utilities at the Cape Porpoise Fire Station.

Motion by Selectman Matthews-Bull, seconded by Selectman Gilbert, to authorize a three-year lease with KEMS for the use of the Cape Porpoise Fire Station. **Voted:** 5-0. **Motion passed.**

13. Public Safety Study recommendations.

Jay informed the Board that he and Laurie had reviewed the study recommendation and decided upon the six top priorities to pursue:

- Develop and update standard operating guidelines.
- Develop a run card system.
- Offer more training on a regular basis for Fire Department staff.
- Adjust market wages for Fire Department staff.
- Develop a mentoring system.
- Review safety protocols and consider having two or three safety officers instead of just one.

No motion was necessary. No motion was taken.

14. Formation of the Sustainability Committee.

The Board agreed that the Committee would set their priorities based on the recommendation of the Board. They also discussed the public visibility of the Committee.

Robin Phillips, via Zoom, asked why the Town Hall Committee could not be provided with more visibility via Zoom, as is done with other committees. Laurie responded that with limited IT broadcast resources and competition among many boards and committees on the meeting room schedule, quasi-legislative groups are given priority. Robin clarified that she was seeking the meetings to be recorded for later viewing and not necessarily for remote participation by the public via Zoom. However, Laurie and the Board responded that doing so would require technical implementation (e.g., microphones for those who are speaking). The Board then considered public posting about the Town Hall meetings, inviting the public to view them in person, but ultimately agreed to table this discussion until the next Select Board meeting.

The Board agreed to the name “Climate Resiliency Committee”.

Motion by Selectman Dykstra, seconded by Selectman Matthews-Bull, to have the committee composed of seven people, with applications accepted between April 29th and May 10th. The Town Manager and Selectmen Dykstra & Gilbert will review the applications between May 13th and May 17th and make selections. The Board will vote on the recommendations in their meeting on May 23rd. **Voted: 5-0. Motion passed.**

15. Appoint Derrick Stephens as the Code Enforcement Officer.

Motion by Selectman Daggett, seconded by Selectman Matthews-Bull, to appoint Derrick Stephens as the Code Enforcement Officer. **Voted: 5-0. Motion passed.**

16. Other Business.

Selectman Gilbert thanked Selectman Daggett for providing her with a tour of a working fishing & lobstering pier. She requested a refresher session at some point in the future regarding the specifics of the pier renovation project.

Selectman Gilbert also requested an update on the website update project. Yanina Nickless, Director of Support Services, informed the Board that the selected vendor Revize has moved most of the documents and pages from the current site to the new one, and we are on track for a July 1st “go live” date. We are currently scheduling staff training for the operations of the new site. We are also working with Documents on Demand to load our meeting agendas & minutes for multiple committees online. This document repository would be accessible even if there were an issue with the main site.

Laurie informed the board that we have recently completed a project via a York County EMA grant to put security cameras on the Government Wharf pier. One of the projects included making one of those cameras a public webcam showing the mouth of the Kennebunk River. Dave Powell, Technology Specialist, showed the Board where on the Town website webcam links can be found on the Harbormaster and Government Wharf Committee pages and demonstrated the webcam.

Laurie informed the board that we will be sending out cards soon to residents affected by the new flood maps. Robin Phillips asked if the new map will be posted online. Laurie responded that Galen is waiting to receive large digital files for the new flood maps. Once he does, they will be posted on the Town website.

Laurie also announced that we would have representatives from Genisis, Avesta & Maine Housing visiting us for a workshop on affordable housing on May 2nd. We are collecting questions now for them to contemplate and answer in the workshop.

Yanina reminded everyone that we are having a Candidates' Night meeting on May 14th to familiarize the public with the six candidates running for the two open Board of Selectmen positions in the June election. Questions for the candidates can be sent to meeting moderator Mary-Lou Boucouvalas at Graves Memorial Library. The candidates will all be answering the same questions Mary-Lou prepared. It is not a debate, nor will candidates be answering on-the-spot questions from the Selectmen or the public. It is meant to be friendly and welcoming.

No motion was necessary. No motion was taken.

17. Approve the April 25, 2024, Treasurer's Warrant.

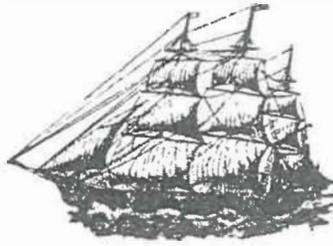
Motion by Selectman Matthews-Bull, seconded by Selectman Daggett, to approve the April 25, 2024, Treasurer's Warrant. **Voted: 5-0. Motion passed.**

18. Adjournment.

Motion by Selectman Matthews-Bull, seconded by Selectman Daggett, to adjourn. **Voted: 5-0. Motion passed.** The meeting adjourned at 8:13 PM.

Submitted by,
Dave Powell,
Technology Specialist

AGENDA ITEM DIVIDER



TOWN OF KENNEBUNKPORT, MAINE

- INCORPORATED 1653 -

APPLICATION
SPECIAL AMUSEMENT PERMIT FOR
DANCING AND ENTERTAINMENT

Name of Applicant Timothy Harrington/Sandy Pines Campground

Residence Address 2 Livewell Dr, Suite 201 Kennebunk ME 04043

Home Telephone Number 207-985-5132

Name of Business Sandy Pines Campground

Business Address 277 Mills Rd Kennebunkport, ME 04046

Type of Business Campground

Business Telephone Number 207-967-2483

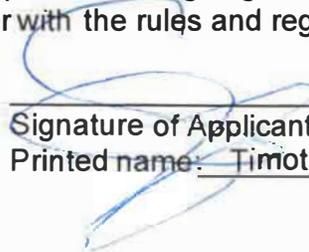
Nature of Special Amusement Live music, Small bands

Has your liquor and or amusement license ever been denied or revoked?

Yes _____ No X

If yes, describe circumstances specifically. (Attach additional page if necessary)

1. Permit Fee: **\$ 100.00 (payable to the Town of Kennebunkport)**
2. By making application for this permit and signing this application form, I acknowledge that I am familiar with the rules and regulations governing this permit.


 Signature of Applicant
 Printed name: Timothy Harrington



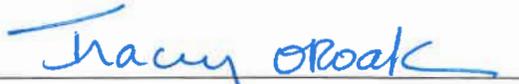
TOWN OF KENNEBUNKPORT, MAINE

– INCORPORATED 1653 –

SPECIAL AMUSEMENT PERMIT **FOR DANCING AND ENTERTAINMENT**

The Municipal Officers of the Town of Kennebunkport have granted a Special Amusement Permit for Dancing and Entertainment for the license year of the existing liquor license *Sandy Pines Campground* in accordance with the Special Amusement Permit rules and regulations adopted by the Kennebunkport Board of Selectmen on February 27, 2003.

Dated at Kennebunkport, Maine, this 25th day of April 2024.


Tracey O'Roak, Town Clerk

AGENDA ITEM DIVIDER



KENNEBUNKPORT TOWN CLERK

To: Laurie Smith, Town Manager
Board of Selectmen

Fr: Tracey O’Roak, Town Clerk

Re: Renewal Liquor Licenses

Dt: May 2, 2024

We have received the following renewal liquor license applications:

- Nunan’s Lobster Hut, Inc., 9 Mills Road
- Arundel Marine Service d/b/a Arundel Wharf Restaurant, 43 Ocean Avenue

Staff have reviewed the applications and provided approval.

4. Indicate the type of license applying for: (choose only one)

- | | | |
|--|--|---|
| <input checked="" type="checkbox"/> Restaurant
(Class I, II, III, IV) | <input type="checkbox"/> Class A Restaurant/Lounge
(Class XI) | <input type="checkbox"/> Class A Lounge
(Class X) |
| <input type="checkbox"/> Hotel
(Class I, II, III, IV) | <input type="checkbox"/> Hotel – Food Optional
(Class I-A) | <input type="checkbox"/> Bed & Breakfast
(Class V) |
| <input type="checkbox"/> Golf Course (included optional licenses, please check if apply)
(Class I, II, III, IV) | <input type="checkbox"/> Auxiliary | <input type="checkbox"/> Mobile Cart |
| <input type="checkbox"/> Tavern
(Class IV) | <input type="checkbox"/> Other: _____ | |
| <input type="checkbox"/> Qualified Caterer | <input type="checkbox"/> Self-Sponsored Events (Qualified Caterers Only) | |

Refer to Section V for the License Fee Schedule on page 9

5. Business records are located at the following address:

11 Mills Rd Kennebunkport, ME 04046

6. Is the licensee/applicant(s) citizens of the United States? Yes No

7. Is the licensee/applicant(s) a resident of the State of Maine? Yes No

NOTE: Applicants that are not citizens of the United States are required to file for the license as a business entity.

8. Is licensee/applicant(s) a business entity like a corporation or limited liability company?

Yes No If Yes, complete Section VII at the end of this application

9. For a licensee/applicant who is a business entity as noted in Section I, does any officer, director, member, manager, shareholder or partner have in any way an interest, directly or indirectly, in their capacity in any other business entity which is a holder of a wholesaler license granted by the State of Maine?

Yes No

Not applicable – licensee/applicant(s) is a sole proprietor

10. Is the licensee or applicant for a license receiving, directly or indirectly, any money, credit, thing of value, endorsement of commercial paper, guarantee of credit or financial assistance of any sort from any person or entity within or without the State, if the person or entity is engaged, directly or indirectly, in the manufacture, distribution, wholesale sale, storage or transportation of liquor.

Yes No

If yes, please provide details: _____

11. Do you own or have any interest in any another Maine Liquor License? Yes No

If yes, please list license number, business name, and complete physical location address: (attach additional pages as needed using the same format)

Name of Business	License Number	Complete Physical Address

12. List name, date of birth, place of birth for all applicants including any manager(s) employed by the licensee/applicant. Provide maiden name, if married. (attach additional pages as needed using the same format)

Full Name	DOB	Place of Birth
Richard Nunan	04/08/1960	SACO, ME
Keith Nunan	08/07/1965	SACO, ME

Residence address on all the above for previous 5 years

Name	Address:
Richard Nunan	11 Mills Rd Kennebunkport, ME 04046
Name	Address:
Keith Nunan	50 Mills Rd Kennebunkport, ME 04046
Name	Address:
Name	Address:

13. Will any law enforcement officer directly benefit financially from this license, if issued?

Yes No

If Yes, provide name of law enforcement officer and department where employed:

14. Has the licensee/applicant(s) ever been convicted of any violation of the liquor laws in Maine or any State of the United States? Yes No

If Yes, please provide the following information and attach additional pages as needed using the same format.

Name: _____ Date of Conviction: _____

Offense: _____ Location: _____

Disposition: _____

15. Has the licensee/applicant(s) ever been convicted of any violation of any law, other than minor traffic violations, in Maine or any State of the United States? Yes No

If Yes, please provide the following information and attach additional pages as needed using the same format.

Name: _____ Date of Conviction: _____

Offense: _____ Location: _____

Disposition: _____

16. Has the licensee/applicant(s) formerly held a Maine liquor license? Yes No

17. Does the licensee/applicant(s) own the premises? Yes No

If No, please provide the name and address of the owner:

18. If you are applying for a liquor license for a Hotel or Bed & Breakfast, please provide the number of guest rooms available: N/A

19. Please describe in detail the area(s) within the premises to be licensed. This description is in addition to the diagram in Section VI. (Use additional pages as needed)

Family inside, outside Seating Restaurant Take out
also available

20. What is the distance from the premises to the **nearest** school, school dormitory, church, chapel or parish house, measured from the main entrance of the premises to the main entrance of the school, school dormitory, church, chapel or parish house by the ordinary course of travel?

Name: Church

Distance: 800 St.

Section II: Signature of Applicant(s)

By signing this application, the licensee/applicant understands that false statements made on this application are punishable by law. Knowingly supplying false information on this application is a Class D Offense under Maine's Criminal Code, punishable by confinement of up to one year, or by monetary fine of up to \$2,000 or by both.

Please sign and date in blue ink.

Dated: _____


Signature of Duly Authorized Person

Printed Name Duly Authorized Person


Signature of Duly Authorized Person

Printed Name of Duly Authorized Person

Section VII: Required Additional Information for a Licensee/Applicant for an On-Premises Liquor License Who are Legal Business Entities

Questions 1 to 4 of this part of the application must match information in Section I of the application above and match the information on file with the Maine Secretary of State's office. If you have questions regarding your legal entity name or DBA, please call the Secretary of State's office at (207) 624-7752.

All Questions Must Be Answered Completely. Please print legibly.

1. Exact legal name: Nunan's Lobster Hut, Inc.
2. Doing Business As, if any: _____
3. Date of filing with Secretary of State: April 3, 2003 State in which you are formed: Maine
4. If not a Maine business entity, date on which you were authorized to transact business in the State of Maine:

5. List the name and addresses for previous 5 years, birth dates, titles of officers, directors, managers, members or partners and the percentage ownership any person listed: (attached additional pages as needed)

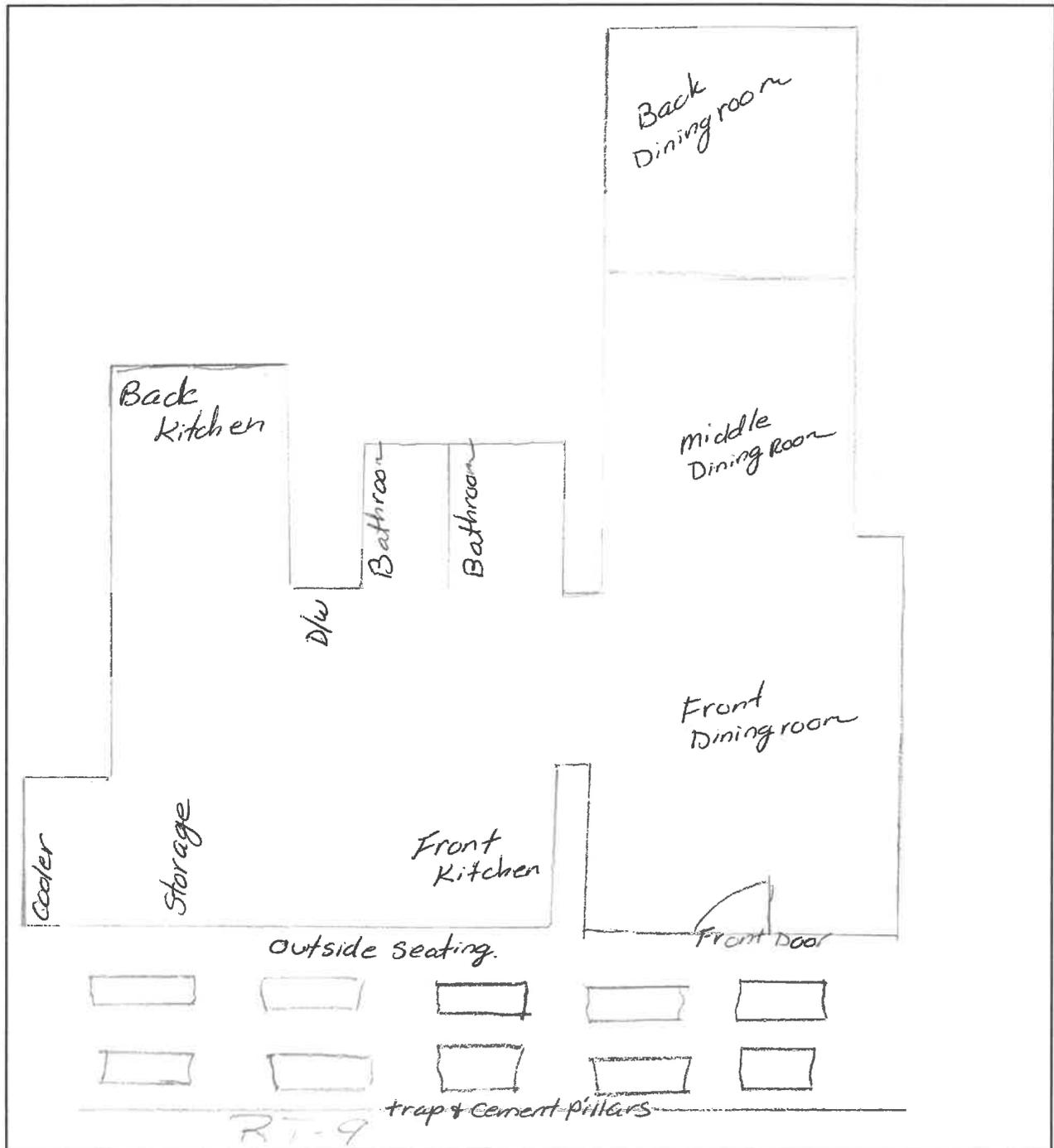
Name	Address (5 Years)	Date of Birth	Title	Percentage of Ownership
Richard Nunan	11 Mills Rd K'Port, ME	04/08/1960	owner	50%
Keith Nunan	50 Mills Rd K'Port, ME	08/07/1965	owner	50%

(Ownership in non-publicly traded companies must add up to 100%.)

Section VI Premises Floor Plan

In an effort to clearly define your license premise and the areas that consumption and storage of liquor authorized by your license type is allowed, the Bureau requires all applications to include a diagram of the premise to be licensed.

Diagrams should be submitted on this form and should be as accurate as possible. Be sure to label the following areas: entrances, office area, coolers, storage areas, display cases, shelves, restroom, point of sale area, area for on-premise consumption, dining rooms, event/function rooms, lounges, outside area/decks or any other areas on the premise that you are requesting approval. Attached an additional page as needed to fully describe the premise.



Section III: For use by Municipal Officers and County Commissioners only

The undersigned hereby certifies that we have complied with the process outlined in 28-A M.R.S. §653 and approve this on-premises liquor license application.

Dated: _____

Who is approving this application? Municipal Officers of _____

County Commissioners of _____ County

- Please Note:** The Municipal Officers or County Commissioners must confirm that the records of Local Option Votes have been verified that allows this type of establishment to be licensed by the Bureau for the type of alcohol to be sold for the appropriate days of the week. Please check this box to indicate this verification was completed.

Signature of Officials	Printed Name and Title

**This Application will Expire 60 Days from the date of
Municipal or County Approval unless submitted to the Bureau**

Included below is the section of Maine’s liquor laws regarding the approval process by the municipalities or the county commissioners. This is provided as a courtesy only and may not reflect the law in effect at the time of application. Please see <http://www.mainelegislature.org/legis/statutes/28-A/title28-Asec653.html>

§653. Hearings; bureau review; appeal

1. Hearings. The municipal officers or, in the case of unincorporated places, the county commissioners of the county in which the unincorporated place is located, may hold a public hearing for the consideration of applications for new on-premises licenses and applications for transfer of location of existing on-premises licenses. The municipal officers or county commissioners may hold a public hearing for the consideration of requests for renewal of licenses, except that when an applicant has held a license for the prior 5 years and a complaint has not been filed against the applicant within that time, the applicant may request a waiver of the hearing.

A. The bureau shall prepare and supply application forms.

AGENDA ITEM DIVIDER

4. Indicate the type of license applying for: (choose only one)

- Restaurant (Class I, II, III, IV) Class A Restaurant/Lounge (Class XI) Class A Lounge (Class X)
- Hotel (Class I, II, III, IV) Hotel – Food Optional (Class I-A) Bed & Breakfast (Class V)
- Golf Course (included optional licenses, please check if apply) (Class I, II, III, IV) Auxiliary Mobile Cart
- Tavern (Class IV) Other: _____
- Qualified Caterer Self-Sponsored Events (Qualified Caterers Only)

Refer to Section V for the License Fee Schedule on page 9

5. Business records are located at the following address:

43 Ocean Avenue Kennebunkport, ME 04046

6. Is the licensee/applicant(s) citizens of the United States? Yes No

7. Is the licensee/applicant(s) a resident of the State of Maine? Yes No

NOTE: Applicants that are not citizens of the United States are required to file for the license as a business entity.

8. Is licensee/applicant(s) a business entity like a corporation or limited liability company?

Yes No If Yes, complete Section VII at the end of this application

9. For a licensee/applicant who is a business entity as noted in Section I, does any officer, director, member, manager, shareholder or partner have in any way an interest, directly or indirectly, in their capacity in any other business entity which is a holder of a wholesaler license granted by the State of Maine?

- Yes No
- Not applicable – licensee/applicant(s) is a sole proprietor

10. Is the licensee or applicant for a license receiving, directly or indirectly, any money, credit, thing of value, endorsement of commercial paper, guarantee of credit or financial assistance of any sort from any person or entity within or without the State, if the person or entity is engaged, directly or indirectly, in the manufacture, distribution, wholesale sale, storage or transportation of liquor.

Yes No

If yes, please provide details: _____

11. Do you own or have any interest in any another Maine Liquor License? Yes No

If yes, please list license number, business name, and complete physical location address: (attach additional pages as needed using the same format)

Name of Business	License Number	Complete Physical Address

12. List name, date of birth, place of birth for all applicants including any manager(s) employed by the licensee/applicant. Provide maiden name, if married. (attach additional pages as needed using the same format)

Full Name	DOB	Place of Birth
Robert Williamson	4-29-1952	Biddeford, ME

Residence address on all the above for previous 5 years

Name: Robert Williamson Address: Arundel, Maine

Name: Address:

Name: Address:

Name: Address:

13. Will any law enforcement officer directly benefit financially from this license, if issued?

Yes No

If Yes, provide name of law enforcement officer and department where employed:

14. Has the licensee/applicant(s) ever been convicted of any violation of the liquor laws in Maine or any State of the United States? Yes No

If Yes, please provide the following information and attach additional pages as needed using the same format.

Name: _____ Date of Conviction: _____

Offense: _____ Location: _____

Disposition: _____

15. Has the licensee/applicant(s) ever been convicted of any violation of any law, other than minor traffic violations, in Maine or any State of the United States? Yes No

If Yes, please provide the following information and attach additional pages as needed using the same format.

Name: _____ Date of Conviction: _____

Offense: _____ Location: _____

Disposition: _____

16. Has the licensee/applicant(s) formerly held a Maine liquor license? Yes No

17. Does the licensee/applicant(s) own the premises? Yes No

If No, please provide the name and address of the owner:

18. If you are applying for a liquor license for a Hotel or Bed & Breakfast, please provide the number of guest rooms available: N/A

19. Please describe in detail the area(s) within the premises to be licensed. This description is in addition to the diagram in Section VI. (Use additional pages as needed)

Arundel Wharf Restaurant, As previously licensed

20. What is the distance from the premises to the **nearest** school, school dormitory, church, chapel or parish house, measured from the main entrance of the premises to the main entrance of the school, school dormitory, church, chapel or parish house by the ordinary course of travel?

Name: South Congregational Church

Distance: 1/2 mile

Section II: Signature of Applicant(s)

By signing this application, the licensee/applicant understands that false statements made on this application are punishable by law. Knowingly supplying false information on this application is a Class D Offense under Maine's Criminal Code, punishable by confinement of up to one year, or by monetary fine of up to \$2,000 or by both.

Please sign and date in blue ink.

Dated: 4/18/2024

C Malloch
Signature of Duly Authorized Person

Candace Malloch
Printed Name Duly Authorized Person

Signature of Duly Authorized Person

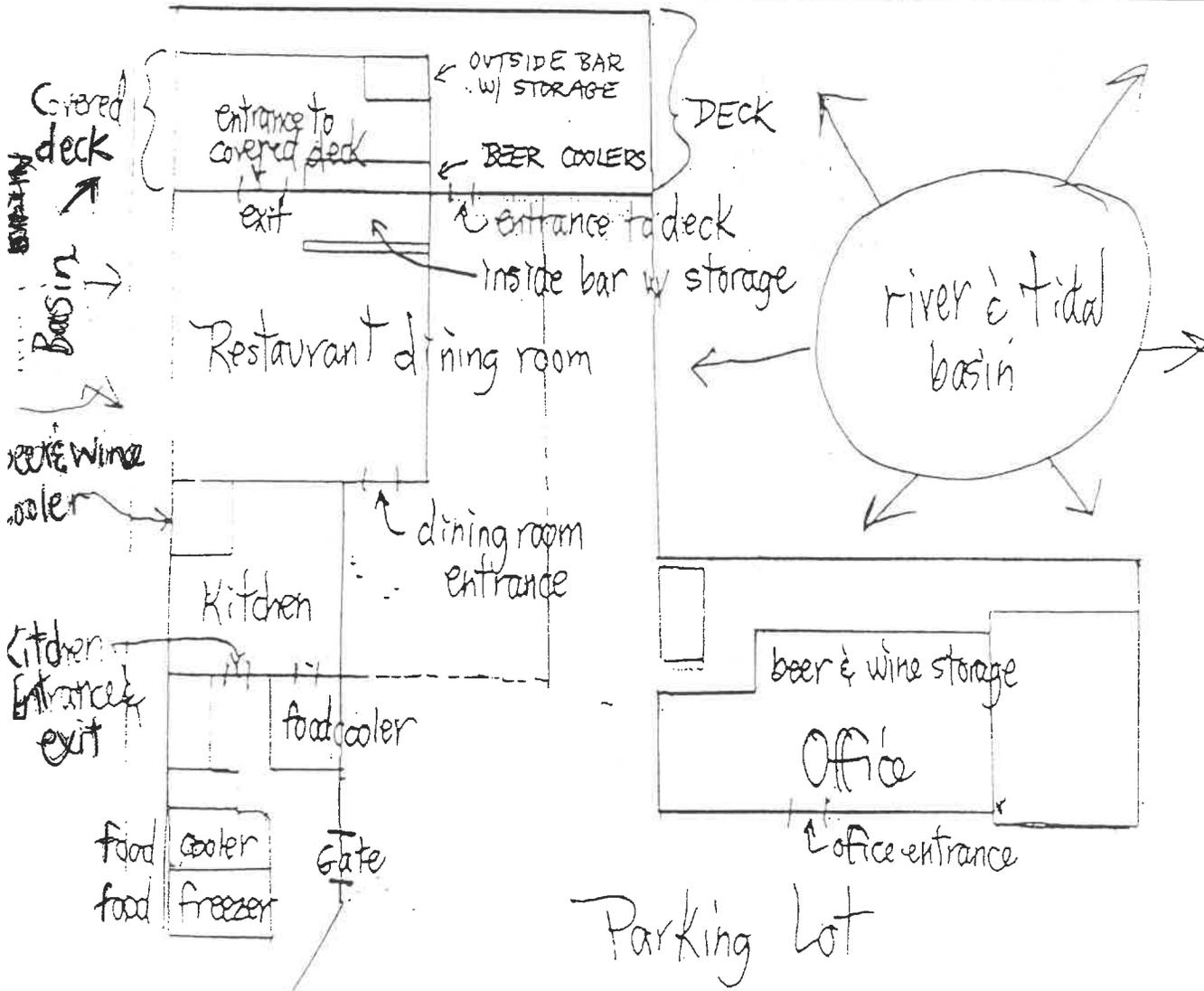
Printed Name of Duly Authorized Person



SUPPLEMENTAL APPLICATION FORM ON-PREMISE DIAGRAM

In an effort to clearly define your licensed premise and the areas that consumption and storage of liquor is allowed, The Bureau of Liquor Enforcement is requiring all applicants to submit a diagram of the premise to be licensed in addition to a completed license application.

Diagrams should be submitted on this form and should be as accurate as possible. Be sure to label the areas of your diagram including entrances, office area, kitchen, storage areas, dining rooms, lounges, function rooms, decks and all areas that you are requesting approval from the Bureau for liquor consumption.



OFFICES LOCATED AT: 397 WATER STREET GARDINER, MAINE 05345

(207) 624-8745 (Voice)

(207) 624-4478 (TDD)

(207) 624-8700 (Fax)

Section VII: Required Additional Information for a Licensee/Applicant for an On-Premises Liquor License Who are Legal Business Entities

Questions 1 to 4 of this part of the application must match information in Section I of the application above and match the information on file with the Maine Secretary of State's office. If you have questions regarding your legal entity name or DBA, please call the Secretary of State's office at (207) 624-7752.

All Questions Must Be Answered Completely. Please print legibly.

1. Exact legal name: Arundel Marine Service
2. Doing Business As, if any: Arundel Wharf Restaurant
3. Date of filing with Secretary of State: 01/03/1974 State in which you are formed: Maine
4. If not a Maine business entity, date on which you were authorized to transact business in the State of Maine:
NA
5. List the name and addresses for previous 5 years, birth dates, titles of officers, directors, managers, members or partners and the percentage ownership any person listed: (attached additional pages as needed)

Name	Address (5 Years)	Date of Birth	Title	Percentage of Ownership
Robert S. Williamson	Arundel, ME	4-29-1952	President	100%

(Ownership in non-publicly traded companies must add up to 100%.)

Section III: For use by Municipal Officers and County Commissioners only

The undersigned hereby certifies that we have complied with the process outlined in 28-A M.R.S. §653 and approve this on-premises liquor license application.

Dated: _____

Who is approving this application? Municipal Officers of _____

County Commissioners of _____ County

- Please Note:** The Municipal Officers or County Commissioners must confirm that the records of Local Option Votes have been verified that allows this type of establishment to be licensed by the Bureau for the type of alcohol to be sold for the appropriate days of the week. Please check this box to indicate this verification was completed.

Signature of Officials	Printed Name and Title

**This Application will Expire 60 Days from the date of
Municipal or County Approval unless submitted to the Bureau**

Included below is the section of Maine’s liquor laws regarding the approval process by the municipalities or the county commissioners. This is provided as a courtesy only and may not reflect the law in effect at the time of application. Please see <http://www.mainelegislature.org/legis/statutes/28-A/title28-Asec653.html>

§653. Hearings; bureau review; appeal

1. Hearings. The municipal officers or, in the case of unincorporated places, the county commissioners of the county in which the unincorporated place is located, may hold a public hearing for the consideration of applications for new on-premises licenses and applications for transfer of location of existing on-premises licenses. The municipal officers or county commissioners may hold a public hearing for the consideration of requests for renewal of licenses, except that when an applicant has held a license for the prior 5 years and a complaint has not been filed against the applicant within that time, the applicant may request a waiver of the hearing.

A. The bureau shall prepare and supply application forms.

B. The municipal officers or the county commissioners, as the case may be, shall provide public notice of any hearing held under this section by causing a notice, at the applicant's prepaid expense, stating the name and place of hearing, to appear on at least 3 consecutive days before the date of hearing in a daily newspaper having general circulation in the municipality where the premises are located or one week before the date of the hearing in a weekly newspaper having general circulation in the municipality where the premises are located.

C. If the municipal officers or the county commissioners, as the case may be, fail to take final action on an application for a new on-premises license or transfer of the location of an existing on-premises license within 60 days of the filing of an application, the application is deemed approved and ready for action by the bureau. For purposes of this paragraph, the date of filing of the application is the date the application is received by the municipal officers or county commissioners. This paragraph applies to all applications pending before municipal officers or county commissioners as of the effective date of this paragraph as well as all applications filed on or after the effective date of this paragraph. This paragraph applies to an existing on-premises license that has been extended pending renewal. The municipal officers or the county commissioners shall take final action on an on-premises license that has been extended pending renewal within 120 days of the filing of the application.

D. If an application is approved by the municipal officers or the county commissioners but the bureau finds, after inspection of the premises and the records of the applicant, that the applicant does not qualify for the class of license applied for, the bureau shall notify the applicant of that fact in writing. The bureau shall give the applicant 30 days to file an amended application for the appropriate class of license, accompanied by any additional license fee, with the municipal officers or county commissioners, as the case may be. If the applicant fails to file an amended application within 30 days, the original application must be denied by the bureau. The bureau shall notify the applicant in writing of its decision to deny the application including the reasons for the denial and the rights of appeal of the applicant.

2. Findings. In granting or denying an application, the municipal officers or the county commissioners shall indicate the reasons for their decision and provide a copy to the applicant. A license may be denied on one or more of the following grounds:

A. Conviction of the applicant of any Class A, Class B or Class C crime;

B. Noncompliance of the licensed premises or its use with any local zoning ordinance or other land use ordinance not directly related to liquor control;

C. Conditions of record such as waste disposal violations, health or safety violations or repeated parking or traffic violations on or in the vicinity of the licensed premises and caused by persons patronizing or employed by the licensed premises or other such conditions caused by persons patronizing or employed by the licensed premises that unreasonably disturb, interfere with or affect the ability of persons or businesses residing or located in the vicinity of the licensed premises to use their property in a reasonable manner;

D. Repeated incidents of record of breaches of the peace, disorderly conduct, vandalism or other violations of law on or in the vicinity of the licensed premises and caused by persons patronizing or employed by the licensed premises;

D-1. Failure to obtain, or comply with the provisions of, a permit for music, dancing or entertainment required by a municipality or, in the case of an unincorporated place, the county commissioners;

E. A violation of any provision of this Title;

F. A determination by the municipal officers or county commissioners that the purpose of the application is to circumvent the provisions of section 601; and

G. After September 1, 2010, server training, in a program certified by the bureau and required by local ordinance, has not been completed by individuals who serve alcoholic beverages.

3. Appeal to bureau. Any applicant aggrieved by the decision of the municipal officers or county commissioners under this section may appeal to the bureau within 15 days of the receipt of the written decision of the municipal officers or county commissioners. The bureau shall hold a public hearing in the city, town or unincorporated place where the premises are situated. In acting on such an appeal, the bureau may consider all licensure requirements and findings referred to in subsection 2.

A. Repealed

B. If the decision appealed from is an application denial, the bureau may issue the license only if it finds by clear and convincing evidence that the decision was without justifiable cause.

4. Repealed

5. Appeal to District Court. Any person or governmental entity aggrieved by a bureau decision under this section may appeal the decision to the District Court within 30 days of receipt of the written decision of the bureau.

An applicant who files an appeal or who has an appeal pending shall pay the annual license fee the applicant would otherwise pay. Upon resolution of the appeal, if an applicant's license renewal is denied, the bureau shall refund the applicant the prorated amount of the unused license fee.

Section IV: Terms and Conditions of Licensure as an Establishment that sells liquor for on-premises consumption in Maine

- The licensee/applicant(s) agrees to be bound by and comply with the laws, rules and instructions promulgated by the Bureau.
- The licensee/applicant(s) agrees to maintain accurate records related to an on-premise license as required by the law, rules and instructions promulgated or issued by the Bureau if a license is issued as a result of this application.
 - The licensee/applicant(s) authorizes the Bureau to obtain and examine all books, records and tax returns pertaining to the business, for which this liquor license is requested, and also any books, records and returns during the year in which any liquor license is in effect.
- Any change in the licensee's/applicant's licensed premises as defined in this application must be approved by the Bureau in advance.
- All new applicants must apply to the Alcohol and Tobacco Tax and Trade Bureau (TTB) for its Retail Beverage Alcohol Dealers permit. See the TTB's website at <https://www.ttb.gov/nrc/retail-beverage-alcohol-dealers> for more information.

Section V: Fee Schedule

Filing fee required. In addition to the license fees listed below, a filing fee of \$10.00 must be included with all applications.

Please note: For Licensees/Applicants in unorganized territories in Maine, the \$10.00 filing fee must be paid directly to County Treasurer. All applications received by the Bureau from licensees/applicants in unorganized territories must submit proof of payment was made to the County Treasurer together with the application.

Class of License	Type of liquor/Establishments included	Fee
Class I	For the sale of liquor (malt liquor, wine and spirits) This class includes: Airlines; Civic Auditoriums; Class A Restaurants; Clubs with catering privileges; Dining Cars; Golf Courses; Hotels; Indoor Ice-Skating Clubs; Indoor Tennis Clubs; Vessels; Qualified Caterers	\$ 900.00
Class I-A	For the sale of liquor (malt liquor, wine and spirits) This class includes only hotels that do not serve three meals a day.	\$1,100.00
Class II	For the Sale of Spirits Only This class includes: Airlines; Civic Auditoriums; Class A Restaurants; Clubs with catering privileges; Dining Cars; Golf Courses; Hotels; Indoor Ice-Skating Clubs; Indoor Tennis Clubs; and Vessels.	\$ 550.00
Class III	For the Sale of Wine Only This class includes: Airlines; Civic Auditoriums; Class A Restaurants; Clubs with catering privileges; Dining Cars; Golf Courses; Hotels; Indoor Ice-Skating Clubs; Indoor Tennis Clubs; Restaurants; Vessels; Pool Halls; and Bed and Breakfasts.	\$ 220.00
Class IV	For the Sale of Malt Liquor Only This class includes: Airlines; Civic Auditoriums; Class A Restaurants; Clubs with catering privileges; Dining Cars; Golf Courses; Hotels; Indoor Ice-Skating Clubs; Indoor Tennis Clubs; Restaurants; Taverns; Pool Halls; and Bed and Breakfasts.	\$ 220.00
Class III and IV	For the Sale of Malt Liquor and Wine Only This class includes: Airlines; Civic Auditoriums; Class A Restaurants; Clubs with catering privileges; Dining Cars; Golf Courses; Hotels; Indoor Ice-Skating Clubs; Indoor Tennis Clubs; Restaurants; Vessels; Pool Halls; and Bed and Breakfasts.	\$ 440.00
Class V	For the sale of liquor (malt liquor, wine and spirits) This class includes only a Club without catering privileges.	\$ 495.00
Class X	For the sale of liquor (malt liquor, wine and spirits) This class includes only a Class A Lounge	\$2,200.00
Class XI	For the sale of liquor (malt liquor, wine and spirits) This class includes only a Restaurant Lounge	\$1,500.00

AGENDA ITEM DIVIDER

Exhibit A

*Proposed Revisions to
Town of Kennebunkport Land Use Ordinance*

...

Chapter 129 Short-Term Rentals

...

§ 129-2 Applicability.

...

B. Prohibited short-term rentals. No person may offer for rent, operate, or otherwise use any dwelling unit in the Town of Kennebunkport for short-term rentals if:

- (1) Such person has not secured or maintained a valid short-term rental license for the premises; ~~or~~
- (2) The accommodations are an accessory apartment constructed or permitted after November 3, 2009, or a recreational vehicle, trailer or tent; or
- (3) The units (whether designated as affordable or not) are within an affordable housing development constructed or permitted after July 1, 2024. This prohibition applies during the duration of the long-term affordability restriction applicable to the affordable housing development set forth in § 240-7.15.

...

Chapter 240 Land Use

Article 1 General

...

§ 240-1.2 Purposes.

This chapter and its regulations are designed for all the purposes of zoning embraced in Maine Revised Statutes, among other things: to promote and conserve the health, safety, convenience, and welfare of the inhabitants; to encourage the most appropriate interrelationships of land uses and groups of land uses in the various parts of the Town; to secure safety from fire, panic, epidemics, flooding and other dangers; to provide adequate access of light and air; to prevent overcrowding of real estate; to lessen congestion in the streets; to facilitate the adequate provision of transportation, water, sanitary facilities, schools, parks and other public requirements, and to preserve and increase amenities throughout the Town of Kennebunkport. This chapter has been amended to comply with the Mandatory Shoreland Zoning Act^[1] and DEP Minimum Shoreland Zoning Guidelines to prevent and control water pollution; to protect fish spawning grounds, aquatic life, bird and other wildlife habitat; to protect buildings and lands from flooding and accelerated erosion; to protect archaeological and historic resources; to protect commercial fishing and maritime industries; to protect freshwater and coastal wetlands, and visual as well as actual points of access to inland and coastal waters; to conserve natural beauty and open space; and to anticipate and respond to the impacts of development in shoreland areas. This chapter has been further amended, consistent with the State Housing Law^[2], to affirmatively further the purposes of the Federal Fair Housing Act, 42 U.S.C. ch. 45, as amended, and the Maine Human Rights Act, 5 M.R.S.A. ch. 337, to achieve the

applicable statewide or regional housing production goal established by the Maine Department of Economic and Community Development.

[1] *Editor's Note: See 38 M.R.S.A. § 435 et seq.*

[2] *Editor's Note: See 30-A M.R.S.A. § 4364 et seq.*

...

§ 240-1.9 **When effective.**

This chapter shall become effective as soon as it receives a favorable vote of the voters of the Town.

...

Article 2 Terminology

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§ 240-2.2 **Definitions.**

...

ACCESSORY DWELLING UNIT

See “apartment, accessory.”

...

APARTMENT, ACCESSORY

A separate self-contained dwelling unit which may be located within a single-family dwelling, attached to or sharing a wall with a detached from a single-family dwelling unit that is located on the same parcel of land, or a detached accessory structure as permitted under § 240-7.1 of this chapter. An accessory apartment is an extension of use and may not be independently conveyed except to the extent permitted by law. An accessory apartment may be considered an accessory dwelling unit under 30-A M.R.S.A. § 4364-B or an additional dwelling unit under 30-A M.R.S.A. § 4364-A, as determined by the municipal reviewing authority.

...

AFFORDABLE HOUSING or AFFORDABLE HOUSING DEVELOPMENT

A development composed of single-family dwellings, two-family dwellings, or multiplex dwellings, or any combination thereof, in which a household whose income does not exceed 80% (for rental housing) or 120% (for owned housing) of the area median income can afford a majority (51%) or more of the units in the development without spending more than 30% of the household’s monthly income on housing costs. For purposes of this definition, “housing costs” means: (a) for a rental unit, the cost of rent and any utilities (electric, heat, water, sewer, and/or trash) that the household pays separately from the rent; and (b) for an ownership unit, the cost of mortgage principal and interest, real estate taxes (including assessments), private mortgage insurance, homeowner’s insurance, condominium fees, and homeowners’ association fees.

...

AREA MEDIAN INCOME

The Area Median Income (AMI) describes the midpoint of an area’s income distribution, where 50 percent of households earn above the median figure while 50 percent earn less than the median. As required by the United States Housing Act of 1937, Public Law 75-412, 50 Stat. 888, Section 8, as

amended, the Department of Housing and Urban Development (HUD) calculates AMI for U.S. metropolitan areas on an annual basis.

...

BASE DENSITY

See “net residential density.”

...

CENTRALLY MANAGED WATER SYSTEM

A water system that provides water for human consumption through pipes or other constructed conveyances to at least 15 service connections or serves an average of at least 25 people for at least 60 days a year as regulated by 10-144 C.M.R. Ch. 231, Rules Relating to Drinking Water. This water system may be privately owned.

...

COMPARABLE SEWER SYSTEM

Any subsurface wastewater disposal system that discharges over 2,000 gallons of wastewater per day as regulated by 10-144 C.M.R. Ch. 241, Subsurface Wastewater Disposal Rules.

...

DESIGNATED GROWTH AREA

Any land identified as the “growth area” on the Town of Kennebunkport Growth Areas map (revised March 2021).

...

MULTI-FAMILY DWELLING

See “multiplex” or “dwelling,” Subsection C.

...

POTABLE

“Potable” as that term is defined the Maine Department of Economic and Community Development (DECD) Municipal Land Use and Zoning Ordinance Rule, codified at 19-100 C.M.R. ch. 5, § 1(B), as amended.

...

Article 4 Zone Regulations

...

§ 240-4.3 Village Residential Zone.

...

Permitted Uses	Conditional Uses Subject to Site Plan Review	Conditional Uses Subject to Zoning Board of Appeals Review
----------------	--	--

...

	<u>Affordable housing development</u>	
--	---------------------------------------	--

...

§ 240-4.4 Village Residential East Zone.

...

Permitted Uses	Conditional Uses Subject to Site Plan Review	Conditional Uses Subject to Zoning Board of Appeals Review
----------------	--	--

...

	<u>Affordable housing development</u>	
--	---------------------------------------	--

...

§ 240-4.5 Dock Square Zone.

...

Permitted Uses	Conditional Uses Subject to Site Plan Review	Conditional Uses Subject to Zoning Board of Appeals Review
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...

	<u>Affordable housing development</u>	
--	---------------------------------------	--

...

§ 240-4.6 Riverfront Zone.

...

Permitted Uses	Conditional Uses Subject to Site Plan Review	Conditional Uses Subject to Zoning Board of Appeals Review
----------------	--	--

...

	<u>Affordable housing development</u>	
--	---------------------------------------	--

...

§ 240-4.10 Cape Porpoise Square Zone.

...

Permitted Uses	Conditional Uses Subject to Site Plan Review	Conditional Uses Subject to Zoning Board of Appeals Review
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...

	<u>Affordable housing development</u>	
--	---------------------------------------	--

...

Article 6 Town-Wide Regulations

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§ 240-6.10 Residential parking standards.

...

G. An affordable housing development must provide a minimum of 2 off-street parking spaces per 3 dwelling units. If fractional results occur, the minimum number of off-street parking spaces are rounded up to the nearest whole number.

H. As part of a site plan or subdivision review, the Planning Board may require additional on-street parking spaces on private ways if it determines it is in the best interest of the health, safety, and welfare of the Town.

...

§ 240-6.11 Sanitary and potability provisions.

A. Connection to public facilities. All plumbing shall be connected to public collection and treatment facilities when required by other ordinances.

B. Subsurface sewage disposal. No plumbing permit shall be issued for a subsurface disposal system unless:

- (1) The system meets the requirements of the State of Maine Subsurface Wastewater Disposal Rules, 10-144 CMR Chapter 241; a second disposal site that meets the state rules is not required unless mandated by other law. Any such site shall be shown on the permit application as a reserve area and be set aside on the plot plan for possible future use as a disposal site; and
- (2) Any other optional provisions adopted by the Town have been complied with.

C. State housing law wastewater disposal and potable water requirements. Prior to issuing a certificate of occupancy pursuant to § 240-11.8 of this chapter, the owner of a dwelling unit, accessory apartment, or unit within an affordable housing development must provide written verification to the Code Enforcement Officer that the unit is connected to adequate water and wastewater services, as required by the Maine Department of Economic and Community Development (DECD) Municipal Land Use and Zoning Ordinance Rule, codified at 19-100 C.M.R. ch. 5, as amended. Any tests of an existing well or proposed well must indicate that the water supply is potable and acceptable for domestic use. The written verification required by this subsection C shall apply only to the extent such written verification is required by 30-A M.R.S.A. §§ 4364(5), 4364 A(4), or 4364-B(7). The Code Enforcement Officer and Planning Board may condition any permits or approvals on such written verification.

...

Article 7 Performance Standards for Specific Activities, Land Uses and Zones

...

§ 240-7.1 Accessory apartments.

An accessory apartment that complies with the following standards is exempt from the minimum lot area, minimum lot width, and minimum net residential area per dwelling unit requirements applicable to the zone in which the accessory apartment is constructed. An accessory apartment is not considered a two-family dwelling or a multiplex, and is not considered a dwelling unit for purposes of (1) applying the residential parking standards in § 240-6.10, (2) applying the road construction, filling and grading standards in § 240-6.14, (3) applying the growth management permit requirements in § 240-11.12, (4) counting the number of dwelling units when applying the subdivision definition in 30-A M.R.S.A. § 4401, as amended, and (5) calculating the net residential area pursuant to § 415-11.17. An accessory apartment

that does not comply with the following standards is considered a dwelling unit and must comply with all applicable standards for a dwelling unit. An accessory apartment may only be located on a lot containing one or more in, attached to, or detached from single-family dwellings, ~~shall not be defined as a two-family or a multiplex, are allowed as a permitted use in all zones, except where otherwise noted in Subsection D, and are subject to the limitations below:~~

- A. A request for an accessory apartment requires submittal of a site plan that shall include the property owner with deed reference, lot boundaries and dimensions to scale and the location and setbacks of all buildings and parking areas.
- B. A request for an accessory apartment shall include a plan of the entire building showing a separate floor layout of all finished levels identifying the use of all rooms and the location of all entrances/exits.
- C. For an accessory apartment located within or attached to a single-family dwelling, ~~t~~The dwelling shall have only one front entrance and all other entrances shall be either on the side or in the rear of the dwelling or accessory apartment. An entrance leading to a foyer with interior entrances leading from the foyer to the ~~two~~ accessory apartment and the single-family dwelling units is permitted.
- D. The living area of an accessory apartment shall be a minimum of 190 square feet, and a maximum of 800 square feet. An accessory apartment may not have any living space on a third story unless it meets the minimum life safety requirements as defined in the Building Code.
- ~~ED.~~ An aAccessory apartments ~~are~~ is not permitted in the Shoreland Zone unless the lot on which it will be located has at least double the required minimum lot size and shore frontage for that zone, ~~double the minimum lot size, and double the shore frontage for that zone.~~
- ~~FE.~~ Only ~~No more than~~ one accessory apartment shall be permitted on a lot containing one or more per single-family dwellings.
- ~~GF.~~ An accessory apartment shall be occupied as a primary residence. ("Primary residence" shall be defined as more than six months per year.) An accessory apartment is not eligible to operate as a short-term rental.
- ~~HG.~~ An aAccessory apartment located on properties connected to the Town's wastewater collection system must be approved by the Sewer Department. Properties utilizing subsurface waste system and private wells must meet the standards required in the Maine Subsurface Wastewater Disposal Rules. In addition:
 - (1) ~~E~~Existing septic systems must be evaluated for condition and capacity by a licensed site evaluator. A reserve is required for existing and new systems in the event that replacement is necessary. Biannual pump-outs of septic systems servicing the property are required and documentation must be provided to the Town upon request.
 - (2) Properties serviced by private wells must provide to the Code Enforcement Office a water quality test to ensure adequate water quality prior to issuance of a certificate of occupancy.
- I. For an accessory apartment that is a separate structure or attached to a single-family dwelling, the proposal must comply with best management practices in managing stormwater for low-impact development, in accordance with the [LID Guidance Manual for Maine Communities](#) (Maine Department of Environmental Protection, Sep. 21, 2007).
- J. An accessory apartment is an extension of a residential use and may not be independently conveyed except to the extent permitted by law.

K. Except as expressly provided in this section, an accessory apartment must comply with all other requirements of this Code, including but not limited to Article 6 and any shoreland zoning requirements.

...

§ 240-7.14 Residential rental accommodations.

...

B. Performance standards. Residential rental accommodations are prohibited in accessory apartments. No more than two rooms in a residential rental accommodation may be let out to roomers, provided that:

...

§ 240-7.15 Affordable housing.

An affordable housing development that complies with the requirements of this section is eligible for a dwelling unit density bonus of 2 ½ times the base density that is otherwise allowed on the lot proposed for affordable housing development. If fractional results occur when calculating the density bonus, the maximum number of allowed units shall be rounded down to the nearest whole number.

A. Location. The affordable housing development must be either (1) located in a designated growth area or (2) served by a public, special district, or other centrally managed water system and a public, special district, or other comparable sewer system.

B. Long-term affordability.

(1) More than half (51%) of the total dwelling units in the affordable housing development must be designated as affordable rental units or affordable homeownership units.

(2) Prior to the issuance of a certificate of occupancy for a structure to be used for an affordable housing development, the owner of the affordable housing development must execute a restrictive covenant recorded in the York County Registry of Deeds and enforceable by a third party acceptable to the Planning Board, to ensure that for at least thirty (30) years after completion of construction occupancy of all units designated affordable in the development will remain limited to households at or below 80% (for rental housing) or 120% (for owned housing) of the local area median income at the time of initial occupancy. The restrictive covenant must run with the land and encumber the affordable housing development, be binding upon the developer (for rental housing) or the unit owners (for owned housing) and their successors and assigns, and inure to the benefit of and be enforceable by the Town a third party acceptable to the Planning Board.

C. Water and wastewater.

(1) The sanitary and potability standards in § 240-6.11 shall apply to each unit within the affordable housing development.

(2) The developer of the affordable housing development must make adequate provision for the long-term maintenance, repair, and improvement of any (i) individual private septic system, (ii) comparable sewer systems, (iii) individual private wells, and (iv) public water systems proposed to serve the units within the affordable housing development, including a process of collection and enforcement to obtain capital improvement funds from the developer (for rental housing) or the unit owners (for owned housing).

D. Multiplex development. The provisions of § 240-7.11 shall apply to any affordable housing development that includes a multiplex building.

E. Short-term rental prohibition. No unit (whether designated as affordable or not) within an affordable housing development may be used for short-term rental pursuant to Chapter 129 of this Code during the duration of the long-term affordability restriction in subsection B(2), above.

F. Nothing in this Section exempts an affordable housing development from any other requirements of this Code, including but not limited to the growth management permit requirements in § 240-11.12, the subdivision regulations in Chapter 415 of this code, or any shoreland zoning requirements.

...

Article 8 Nonconformance and Vested Rights

...

§ 240-8.5 Nonconforming due to lack of required parking or loading space.

A building or structure, other than a single-family dwelling or an accessory apartment, which is nonconforming as to the requirements for off-street parking and/or loading space, shall not be extended or enlarged in any manner unless off-street parking and/or loading space is provided to bring parking and/or loading space into conformance with the requirements of this chapter for both the addition or alteration and for the original building or structure.

...

§ 240-8.7 Nonconforming lots.

A. A nonconforming lot of record, not adjoined by any other lot in common ownership, may be built upon, as a matter of right for a single-family dwelling, an accessory apartment constructed in accordance with § 240-7.1, and permitted accessory uses, and without the need for a variance, subject to all the requirements of this chapter for the zone where located, except for those area and frontage requirements which made the lot nonconforming, provided that the owner can demonstrate that there is reasonable access to the site by emergency vehicles.

...

§ 240-8.8 Nonconforming uses.

A. Expansions. Expansions of nonconforming uses are prohibited, except that nonconforming residential uses may, after obtaining a permit from the Planning Board, be expanded within existing residential structures or within expansion of such structures in Shoreland Zones as allowed in § 240-8.3B(1) above. For purposes of this section, an accessory apartment constructed in accordance with § 240-7.1 is not an expansion of a nonconforming use.

...

Chapter 415 Subdivision Regulations

...

Article 3 Terminology

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AFFORDABLE HOUSING

See "affordable housing," in § 240-2.2. (As defined by M.R.S.A.) Those housing units that will meet the sales price and/or rental targets established by the Comprehensive Plan and subsequent amendments or revisions for housing affordability.

...

§ 415-5.1 Filing procedure.

...

- (5) An evaluation of the potential of the site for a cluster development as well as "affordable housing" as defined in the Kennebunkport Comprehensive Plan.

...

§ 415-11.17 Calculation of net residential area.

- A. The area or lot site available for development shall be determined by the Code Enforcement Officer by subtracting from the gross acreage of the lot the exclusions listed in the Kennebunkport Land Use Ordinance (LUO)^[1] definition of "net residential area" in addition to open land as required by § 415-11.8 that is not already included within the exclusions required by the LUO definition of "net residential area."

[1] *Editor's Note: See Ch. 240, Land Use.*

- B. The maximum number of dwelling units, not including accessory apartments, permissible (maximum density) in any subdivision will be determined by dividing the net residential area as determined by § 415-11.17A above by the minimum lot size required by Chapter 240, Land Use.

...

AGENDA ITEM DIVIDER

Exhibit A

*Proposed Revision to
Kennebunkport Floodplain Management Ordinance*

ARTICLE I - PURPOSE AND ESTABLISHMENT

Certain areas of the Town of Kennebunkport, Maine are subject to periodic flooding, causing serious damages to properties within these areas. Relief is available in the form of flood insurance as authorized by the National Flood Insurance Act of 1968.

Therefore, the Town of Kennebunkport, Maine has chosen to become a participating community in the National Flood Insurance Program and agrees to comply with the requirements of the National Flood Insurance Act of 1968 (P.L. 90-488, as amended) as delineated in this Floodplain Management Ordinance.

It is the intent of the Town of Kennebunkport, Maine to require the recognition and evaluation of flood hazards in all official actions relating to land use in the floodplain areas having special flood hazards.

The Town of Kennebunkport has the legal authority to adopt land use and control measures to reduce future flood losses pursuant to Title 30-A MRSA, Sections 3001-3007, 4352, 4401-4407, and Title 38 MRSA, Section 440.

The National Flood Insurance Program, established in the aforesaid Act, provides that areas of the Town of Kennebunkport having a special flood hazard be identified by the Federal Emergency Management Agency and that floodplain management measures be applied in such flood hazard areas. This Ordinance establishes a Flood Hazard Development Permit system and review procedure for development activities in the designated flood hazard areas of the Town of Kennebunkport, Maine.

The areas of special flood hazard, Zones A, AE, and VE for the Town of Kennebunkport, York County, Maine, identified by the Federal Emergency Management Agency in a report entitled “Flood Insurance Study – York County, Maine” dated July 17, 2024, with accompanying “Flood Insurance Rate Map” dated July 17, 2024, and any subsequent amendments thereto (including, without limitation, a Letter of Map Revision No. 24-01-0144P, dated July 18, 2024) are hereby adopted by reference and declared to be a part of this Ordinance.

AGENDA ITEM DIVIDER

Memorandum

To: Selectboard
Fr: Laurie Smith, Town Manager
Re: Proposal from Grant Rite Management
Dt: May 6, 2024

As you know, we sustained a fair amount of damage from the January storms. The damage involved two different portions of Ocean Avenue: the parking lot at Colony Beach and dune damage at Goose Rocks Beach. The first section of Ocean Avenue is near Dock Square where the bulkhead under the sidewalk seems to have shifted. The second was the portion by Wandby Beach, which forced the closure of the roadway. The parking lot at Colony Beach remains closed because it is unstable, and Goose Rocks Beach lost much of its dunes.

Chief Sanford and I have discussed the possibility of receiving FEMA reimbursement to implement the resiliency recommendations from Woodard and Curran as well as address the bulkhead. Both projects are outside the normal reimbursement process undertaken by town staff. York County EMA Director Art Cleaves put us in touch with Grant Rite Management, and we have conferenced with them twice. They have given us the enclosed proposal. FEMA will reimburse administrative fees such as this with a maximum of 5% of the project costs. They have been successful with other similar projects; however, there is no guarantee that our project costs will all be reimbursed. They have estimated a maximum of \$110,000 to cover the projects for which we may wish to seek funding. Chief Sanford and I recommend establishing a relationship with them and determining the possibility of successful reimbursement for our projects. Selectboard would need to use Selectmen's contingency if the FEMA reimbursement is not possible.



April 12, 2024

Ms. Laurie Smith
Town Manager
Town of Kennebunkport
6 Elm Street
Kennebunkport, ME 04046

Dear Laurie,

Grant Rite Management Corporation (GRM) appreciates this opportunity to submit the attached proposal for your consideration in follow up to our communications regarding the Town of Kennebunkport's FEMA PA grant consulting needs and the services GRM provides.

GRM has decades of specialized experience and is prepared to dedicate highly qualified staff to provide the Disaster Recovery Grant Management services outlined in the attached proposal. We offer expertise drawn from several years of experience as Disaster Recovery and Grants Management Consultants specializing in the FEMA PA policy and program, and grant research, writing, and compliance for municipalities as well as large and diverse public utilities, and private non-profits across the country. We recognize the various challenges faced by the Town, including financial objectives and constraints, regulatory requirements for infrastructure improvements that the Town must comply with, and the increasing frequency of damaging storms and flooding. GRM is equipped and well-positioned to respond to the Town's needs and maximize the available PA and grant funding to best serve the Town's objectives.

We know the programs and policies and specialize in guiding clients through the claims process. Our goal is to maximize eligible reimbursements and make our clients whole again following a presidentially declared disaster. Our strength is coming up with novel approaches to problems and suggesting innovative solutions to help clients recover faster. We know and understand the rules and key players and have years of experience negotiating on behalf of our clients. The result of our work — the millions of dollars we have helped secure for our clients — is proof of our success and expertise in disaster recovery and FEMA and other grant programs.

We welcome the opportunity to provide our services to the Town of Kennebunkport and look forward to discussing further at your convenience.

Sincerely,

Thomas A. Aloï Jr.

Thomas A. Aloï, Jr.
Grant Rite Management Corporation
CEO, Senior DR and Grants Consultant

Introduction & Capabilities

Grant Rite Management Corporation (GRM) has decades of combined experience providing disaster recovery and grant management consulting services, including FEMA Public Assistance consulting services, to municipalities, public entities, and private nonprofits. We have significant experience representing municipal clients such as the City of Hoboken, Town of Kearny, and City of Jersey City, among others. We also assist MaineHealth, one of the largest integrated healthcare networks in the northeast consisting of 10 hospitals and 32 laboratory facilities, the North Hudson Sewerage Authority, Jersey City Municipal Utilities Authority, and several other public utilities and Boards of Education/public school districts in securing necessary funding through the FEMA Public Assistance (PA) program and various other federal, state, and local funding programs for disaster-related reimbursements, infrastructure repairs and upgrades, security improvements, energy improvements, code upgrades, hazard mitigation, community resiliency, sustainable/green infrastructure, and other community revitalization projects.

GRM specializes in disaster recovery consulting and FEMA grant writing/grant management services. We have extensive experience with FEMA policy and the FEMA PA grant program and have secured our clients hundreds of millions of dollars in reimbursements for disaster-related damages and hazard mitigation projects, including more than \$300M in COVID reimbursement claims to date. We are also experienced in FEMA claims related to wet weather and wind events (hurricanes, tropical storms, snowstorms, tornadoes), and have recovered hundreds of millions of dollars in reimbursements for clients' emergency protective measures, permanent work/replacement, and hazard mitigation projects.

We help our clients set up proper internal record keeping and processes for expense and project tracking, organize and collect necessary claim data and documentation; prepare and submit thorough, accurate and timely reimbursement claims; and handle all local, state and/or federal compliance reporting requirements on our clients' behalf. We have successfully negotiated key program and policy issues with funding agency officials resulting in favorable outcomes for our clients. We communicate and coordinate daily with agency officials through the entire claim review process to help facilitate smoother, timelier reviews and resolution of any questions or eligibility concerns, leading to faster approvals and reimbursements.

We are uniquely familiar with the various programs, policies, and key players, and know how to maximize our clients' eligible reimbursements through FEMA PA and various other federal, state, and local funding programs. Our capabilities include:

- Accounting and Internal Financial Controls
- Appeals and Arbitration
- Audit Support
- Compliance Analysis and Support
- Cost Estimating
- Damage Assessments
- Disaster Grant Management
- Executive Level Situation Analysis
- Executive Level Strategy
- Grant and Loan Management
- Grant Closeout and Reporting
- Insurance Policy Review and Claim Support
- Mitigation Support
- Procurement Management
- Program Implementation and Monitoring
- Project Management
- Project Planning and Tracking
- Project Worksheet Development
- Recovery Support
- Work Scope Development

Scope of Services

The Disaster Recovery Grant Management Scope of Services related to FEMA Public Assistance grants that GRM proposes to provide includes:

1. Coordinating PA program implementation efforts with the Federal and State response and recovery plan and providing comprehensive program guidance.
2. Assisting the Town in developing an approach to filing and tracking costs (if/where necessary).
3. Reviewing and assembling documentation provided by the Town and developing corresponding narratives to support and substantiate claims and reimbursement requests.
4. Reviewing any potential/identified eligibility issues and working with the Town to develop justifications for presentation to the State and or FEMA, as necessary.
5. Preparing reimbursement claims and submitting those claims to FEMA once the Town has reviewed and approved.
6. Assisting in identifying and addressing special consideration issues.
7. Attending meetings with the Town, State, FEMA, and all relevant parties to negotiate reimbursement claims as needed.
8. Assisting in determining if any eligible expenditures have not been quantified and presented.
9. Preparing draft correspondence to relevant agencies as necessary, including that pertaining to the arbitration of eligibility issues and in response to formal RFIs.
10. Working with the Town to support/resolve disputes that may arise and, when necessary, strategizing, and preparing formal appeals if the Town disagrees with eligibility determinations.
11. Identifying and addressing in advance any issues related to inter-agency funding conflicts.
12. Working with the Town to segregate, capture, and submit eligible Management Costs in a Category Z project worksheet.
13. Assisting with preparations for final inspections by the State and FEMA, and closeout of all projects when the Town has completed projects and drawn down reimbursement for all eligible costs.
14. Assisting with preparations for annual and/or other (potential) future audits, as necessary.
15. Recording and tracking all reimbursement claim submissions, awards, receipt/appropriation of funds, timelines, and programmatic and fiscal grant summaries as required by the State, FEMA, and the Town.
16. Preparing clear, sound, accurate and informative correspondence, reports (status reports, quarterly reports, executive level reports), summaries and findings, conclusions and recommendations as needed and/or required by the Town, the State, and or FEMA.

The Grant Consulting/Grant Management scope of services for all Federal, State, and local grants/funding programs that GRM proposes to provide includes:

1. Developing and implementing grant accounting and administrative procedures with planning and input from Town officials.
2. Attending meetings and coordinating with the Town's contractors and engineers to fully understand current and future capital improvement projects to ascertain grants and low interest loan funding.

3. Researching websites, periodicals, trade and association publications for all applicable State, Federal, and local grant programs, as necessary, in line with the Town's objectives.
4. Analyzing all potential applications/grant requests to determine whether the grant is consistent with the Town's needs and priorities.
5. Recording and tracking all grant proposals, awards, and related statistical information, receipt/appropriation of grant funds, timelines, and programmatic and fiscal grant summaries as required by funding sources.
6. Preparing and overseeing the preparation of grant proposals, including grant writing, guidance, budget preparation, and interpretation of funding agency regulations and requirements.
7. Managing all proposals and awards for compliance with Federal, State, and local requirements, including in-depth reviewing and reporting.
8. Conducting site visits for grant funded projects to determine compliance with regulations and rules, while responding to all required documentation requests on an as-needed basis and as dictated by the funding agency.
9. Preparing clear, sound, accurate and informative correspondence, reports, summaries and findings, conclusions and recommendations as needed and/or required.
10. Managing all grant files in preparation for annual audits and/or grantor auditing.
11. Attending, when requested, Town meetings to communicate information on grants regarding purpose, status, availability, and compliance requirements.
12. Working with funding agencies, government representatives, and elected officials to ensure the integrity of all grant applications prior to the Town's approval of said grant and submission of the granting agencies.
13. Participating in advocacy and community relations efforts representing the Town as required or needed.

History & Performance of Like Projects

Please see the following summary of federal and state grant funds we have successfully secured/managed for our clients:

FEMA DISASTER GRANTS Submitted/Awarded as of April 2024

Grant Program	Project	Amount	Status
FEMA PA & HM	Tropical Storm Ida	+150M	Approved/In FEMA Review
FEMA PA	COVID-19	+\$300M	Approved/In FEMA Review
FEMA PA & HM	Superstorm Sandy	+\$4.7B	Awarded
FEMA PA & HM	Hurricanes Katrina, Rita, Gustave, Ike	\$36.6M	Awarded
FEMA PA & HM	Hurricane Ike	\$3.2M	Awarded
FEMA PA & HM	Midwest Floods	\$5.8M	Awarded
FEMA PA & HM	Severe Storms; Inland & Coastal Flooding	\$2M	Awarded
TOTAL		+\$4.8B	

OTHER STATE & FEDERAL GRANT APPLICATIONS

Awarded/Under Agency Review as of December 2023

Grant Program	Project	Amount	Status
FY23 FEMA BRIC Grant	Municipal Combined Sewer Separation Project	\$38M	Approved by the State; Under FEMA Review
FY23 FEMA BRIC Grant	Building Codes Enforcement	\$100,000.00	Approved by the State; Under FEMA Review
2023 Sewerage Improvement Grant	5 th St Pump Station Improvements	\$2.4M	Awarded
2024 Sewerage Improvement Grant	Collection System Improvements – Contract 4	\$1M	Awarded
State ALPR (Automated License Plate Reader) Initiative	Automated License Plate Reader)	\$87,588.00	Awarded
Hudson County Open Space Trust Fund FY2022	Harvey Field Improvements	\$500,000	Awarded
NJDCA Local Recreational Improvement Grant FY2023	Doyle Pavilion Playground Improvements	\$100,000	Awarded
Hudson County Open Space Trust Fund FY2023	Futsal Facility Storage Building and Restrooms Improvements	\$500,000	Awarded
USDA Urban and Community Forestry - Inflation Reduction Act	Green Infrastructure shade tree planting and rain gardens for climate resiliency and stormwater mitigation	\$560,000	Awarded
DOE Energy Efficiency and Conservation Block Grant	Municipal Electric Vehicle fleet	\$78,000	Awarded
FY22 FEMA BRIC C&CB	John Hay Pump Station Improvements	185,652	Awarded
FY22 RGGI Natural Climate Solutions Grant Program	Green Infrastructure shade tree planting and rain gardens for climate resiliency and stormwater mitigation	554,063	Awarded
FY22 ARP Firefighter Grant	Turnout Gear	75,000	Awarded
FY22 ARP Firefighter Grant	Turnout Gear	30,000	Awarded
NJDEP It Pays to Plug in EVCS	Electric Vehicle Charging Stations	64,000	Awarded
FY22 Drug Free Communities Grant	Drug Free Communities	625,000	Awarded

FEMA AFG FY21	Fire Dept. Training	20,395	Awarded
American Rescue Plan Funding (State and Local Fiscal Recovery Funds)	COVID-19 (several municipal clients)	\$188.3M	Awarded
Hudson County Municipal CARES Act Fund	COVID-19 (several municipal clients)	\$45M	Awarded
NJDEP Green Acres Grant Program 2021	Park Expansion and Rehabilitation Projects	\$2.4M	Awarded
Hudson County CDBG-CV 2021	Community Health Center Annex	\$724,321	Awarded
City of Hoboken Nonprofit Support Grant Program 2021	COVID-19 relief grants for Hoboken nonprofits	\$500,000	Awarded
City of Hoboken Rental Assistance Grant Program 2021	COVID-19 relief grants for Hoboken residents	\$750,000	Awarded
City of Hoboken Small Business Grant Program 2020 & 2021	COVID-19 relief grants for local small businesses	\$4M	Awarded
NJ Dept. Law & Public Safety, OAG Body Worn Cameras	Body Worn Cameras for Police Department	\$234,370	Awarded
2020 Rhode Island WWTF Resilience Fund	Grit Vortex Chamber Redundancy Project	\$2.1M	Awarded
FY 2019 NJ 319H	Green Infrastructure for Stormwater Management	\$622,000	Awarded
FY 2019 FEMA Pre-Disaster Mitigation	Primary Flood Mitigation Project	\$4M	Approved by State (NJ)
FY 2019 NJ DriveGreen	Electric Vehicle Charging Stations	\$5,000	Awarded
FY 2019 NJ DriveGreen	Electric Vehicle Charging Stations	\$162,000	Awarded
FY 2018 FEMA Pre-Disaster Mitigation	Stormwater System	\$4M	Awarded
FY 2018 NJ I-Bank Principal Forgiveness Program	Green Infrastructure for Stormwater Management	\$410,100	Awarded
FY 2018 FEMA 404 Flood Mitigation	Electrical Switchgear Project	\$250,000	Awarded
2018 Hudson County CDBG	Collection System Pipe Lining	\$101,500	Awarded
2018 NJ Aquatic Trash Prevention	Installation of Catch Basin Grates	\$48,100	Awarded
TOTAL		\$300M	

Key Personnel & Qualifications

The following personnel would be the team assigned to all projects for the Town of Kennebunkport. Please also see the bios included below for more detail.

Tom Aloï, Chief Executive Officer: Senior Grants Management/Disaster Recovery Consultant. Tom will be the primary agent responsible for meeting contractual commitments between GRM and the Town. Tom has an extensive background in grant management consulting, including Disaster Recovery and other local, state, and federal grant programs. He also specializes in program management and audit support. Tom formed Grant Rite Management in 2015. Please see Tom's bio for more detail on his professional experience, education, and certifications.

Laura DeFuria, Chief Operating Officer: Senior Grants Management/Disaster Recovery Consultant. Laura will manage and oversee GRM's work with Kennebunkport and lead communication with Town officials and funding agency officials. She will work with Town officials to develop executive level strategy and ensure funding program compliance. She will also help resolve any complex policy-related or eligibility issues the Town may encounter and support project-related communication, coordination, and other grants management services as required. Laura is a highly experienced grant writer in various federal, state, and local funding programs, as well as a strategy and communications specialist with 15 years of grant program development, administration, and management experience, and Disaster Recovery consulting experience (FEMA PA, CARES Act, American Rescue Plan Act, various local, state, and federal grant programs). She has been with GRM for more than 8 years. Please see the bio included below for more details on Laura's professional experience and education.

Scott Harlan, DR Project Manager: Senior Disaster Recovery Consultant. Scott will be responsible for FEMA Project Worksheet (PW) formulation and day-to-day claims activities for the Town. He will scope damages, collect and process claim documentation, and prepare thorough and accurate PWs, cost estimates, and 406 hazard mitigation proposals as required/requested by the Town. Scott has more than 20 years of experience as a disaster recovery consultant/catastrophe insurance adjuster. He has managed hundreds of millions of dollars in FEMA PA claims for ice/wind/hailstorms, hurricanes, tornadoes, and earthquakes all over the country and abroad. He is a highly skilled cost estimating expert and has written thousands of Category A-G FEMA PWs for damages to roads, bridges, culverts, public housing developments, schools, parks, PNP facilities, hospitals, boat harbors, flood gates, and various other government buildings and infrastructure. Please see the bio included below for more details on Scott's professional experience and education.

Jarme Martino, DR Project Manager: Disaster Recovery Consultant. Jarme will assist the team in preparing and submitting disaster recovery claims for the Town as well as project-related communication, coordination, and other grants management services as required. Jarme has extensive FEMA Public Assistance experience, including FEMA policy and processes across all Categories of work (Cat A-Cat G, and Cat Z), and has validated and prepared hundreds of FEMA PA projects totaling hundreds of millions of dollars. She is a strategic planner experienced in emergency management, preparedness, disaster recovery and operations management. Please see the bio included below for more details on Jarme's professional experience and education.

Amanda Martino, Grants and DR Project Specialist: Grants Management/Disaster Recovery Consultant. Amanda will be a Project Specialist supporting the team in preparing and submitting the Town's disaster recovery claims and grant projects as required. Amanda is experienced in disaster recovery data analysis, claim formulation, and claim management. She has worked on various FEMA PA projects since joining GRM in 2022. Amanda is also experienced in grant research, application development, and program compliance. Notably, Amanda recently assisted a municipal client with bringing several, non-compliant, years-old grant awards back into compliance based on a Corrective Action Plan that GRM developed to address this specific hardship. Amanda helped secure period of performance extensions, completed all delinquent mandatory performance reports and financial reports, compiled project cost data and documentation, and prepared and submitted payment requests, while communicating multiple times per week with contacts from the various

funding programs and providing regular status updates to the municipality's executive leadership team. Amanda's work resulted in the municipality successfully securing full reimbursement for all work completed under the grant awards, and all program suspensions prohibiting the municipality from applying for future grant funding were lifted. Please see the bio included below for more details on Amanda's professional experience and education.

THOMAS A. ALOI, JR., CEO

GRANTS & PROJECT MANAGEMENT / DISASTER RECOVERY CONSULTANT

30 years of experience in the field of construction and project management and 20 years of Disaster Recovery experience. Skilled in all facets of Grants Management, Project Management, and Disaster Consulting. American Rescue Plan, CARES Act and FEMA Public Assistance expertise with leadership and management experience in the areas of hazard mitigation, alternative procedures, alternate projects, disaster planning, project formulation and writing, and cost estimating. Formed Grant Rite Management in 2015.

DISASTER RECOVERY CONSULTING & GRANTS MANAGEMENT EXPERIENCE**State of New Jersey: Tropical Storm Ida**

DR & Grants Management Consultant, Various municipal clients in NJ. Grant Rite Management Corporation. August 2021-Present.

Contracted by various municipalities to manage the FEMA PA process from the initial diagnostic phase through FEMA project mapping and the claims processing phase. Preparing millions of dollars of FEMA reimbursement claims to address our clients' emergency, permanent, and hazard mitigation needs; identifying various Improvement/Least Cost Alternative projects to allow our clients the best possible recovery solutions while maximizing their eligible FEMA funding.

COVID-19 Disaster Recovery: FEMA PA, American Rescue Plan Act and CARES Act Funding Programs

DR & Grants Management Consultant, Various Clients in NJ; CT; ME. Grant Rite Management Corporation. March 2020-Present

Contracted by various municipalities, public utilities and PNPs to manage COVID-19 emergency/disaster relief claims and reimbursement process from initial response phase through closeout. GRM has prepared and submitted +\$100M in COVID-related FEMA claims using FEMA's streamlined application process. GRM has also prepared and submitted municipal CARES Act claims in excess of \$45M and continues to work with municipal clients as well as Program officials to coordinate claims reviews and approval, identify and resolve policy issues, and develop innovative approaches to COVID mitigation projects. GRM has also assisted clients with managing compliance and eligibility of +\$188M in American Rescue Plan funding allocations.

Various State and Federal Grant Programs

DR & Grants Management Consultant, NJ; CT; RI; MI. Grant Rite Management Corporation. March 2015-Present

Contracted by municipalities and public utilities to identify potential opportunities for infrastructure upgrades, green infrastructure improvements, 404 hazard mitigation, resiliency, security improvements through state and federal grant programs and other long-term, low-interest funding programs. GRM works with clients to understand their capital improvement plans and financial objectives and align them with the right funding opportunities to bring those objectives to life. We have successfully secured millions of dollars in grant funding for our clients across New Jersey, Connecticut, Rhode Island, and Michigan to date.

State of New York: Hurricane Sandy Long Term Recovery

Public Assistance Operations Lead, NYS DHSES. November 2014 – April 2015

Leadership role representing NYS DHSES in the PA reimbursement process for the Long-Term Recovery of all Sandy applicants in NYS. Responsible for managing 130 NYS DHSES contract employees (at peak staffing) and grant writing projects totaling +\$4.7B.

State of New York: Hurricane Sandy Long Term Recovery

Public Assistance Group Supervisor, NYS DHSES. November 2013 – November 2014

Represented NYS DHSES as the Branch Manager for the Long-Term Recovery of all Sandy applicants located in Nassau and Suffolk counties, Long Island, NY.

State of New Jersey: Hurricane Sandy - North Hudson Sewerage Authority

Disaster Recovery Consultant, NY. Grant Rite Management Corporation. November 2012 - Present

Supported NHSA's recovery process from initial diagnostic phase through the FEMA claims processing phase. Prepared FEMA claims to address NHSA's emergency, permanent and hazard mitigation needs; identified several projects as Improvement/Least Cost Alternative projects allowing NHSA the best possible recovery solutions while maintaining maximum FEMA funding.

Louisiana: Hurricanes Katrina & Rita, Hurricanes Gustav & Ike

Project Officer, LA. July 2009 – October 2012

Assisted several universities, colleges, and hospitals in securing \$28M in grant funding and an additional \$8.6M in hazard mitigation funding. Coordinated closely with FEMA management to review grants for policy compliance and accuracy.

Texas: Hurricane Ike

Project Officer, TX. May 2009 – July 2009

Worked with the City of Port Arthur to secure \$3.2M in grant funding for 62 sewage treatment plants, sewer system, and city-wide public water system.

Iowa: Midwest Floods

Project Officer, IA. June 2008 – May 2009

Worked for the State of Iowa Department of Homeland Security to secure \$5.8M in grant funding for various Iowa State agencies and State Police.

PROFESSIONAL CERTIFICATIONS/QUALIFICATIONS

Emergency Management Institute Coursework	
IS-00016A	Supervisors Guide to Equal Employment Opportunity
IS-000018	Equal Employment Opportunities (EEO) for Employers
IS-00100A	Introduction to Incident Command System I-100
IS-00100Sca	Introduction to Incident Command System I-100 for Schools
IS-00102	Deployment Basics for FEMA Response Partners
IS-00200	ICS for Single Resources and Initial Action Incidents
IS-00208	State Disaster Management
IS-24200	Effective Communication
IS-00362	Multi-Hazard Emergency Planning for Schools
IS-00393	Introduction to Hazard Mitigation
IS-00631	Public Assistance Operations 1
IS-00632	Intro to Debris Operations in FEMA's PA Program
IS-00650	Building Partnerships in Tribal Communities
IS-00700A	National Incident Management System (NIMS)
IS-00702	NIMS Public Information System
IS-00800B	National Response Framework
IS-00821	Critical Infrastructure and Key Resources Support Annex
Project Officer Training: PW Formulation, FEMA University, 2007	
L-201	Debris Operations
L-239	406 Hazard Mitigation
L-382	PAC Crew Leader
L-480	Cost Estimating Format

EDUCATION

BA, Industrial Relations & Political Science

LAURA DEFURIA, COO

GRANTS & PROJECT MANAGEMENT / DISASTER RECOVERY CONSULTANT

15 years of experience in communications, grant writing, and grant management and administration, including 12 years of Disaster Recovery consulting experience. Skilled in all facets of Grant Management and Disaster Consulting. American Rescue Plan Act, CARES Act and FEMA Public Assistance program expertise with leadership and management experiences in the areas of policy, executive disaster recovery strategy and planning, program management, appeals and arbitration. Laura joined Grant Rite Management in 2017.

DISASTER RECOVERY CONSULTING & GRANTS MANAGEMENT EXPERIENCE**COVID-19 Disaster Recovery: FEMA PA, American Rescue Plan Act and CARES Act Funding Programs**

DR & Grants Management Consultant, Various Clients in NJ; CT; ME. Grant Rite Management Corporation. March 2020-Present

Contracted by various municipalities, public utilities and PNPs to manage COVID-19 emergency/disaster relief claims and reimbursement process from initial response phase through closeout. GRM has prepared and submitted +\$100M in COVID-related FEMA claims using FEMA's streamlined application process. GRM has also prepared and submitted municipal CARES Act claims in excess of \$45M and continues to work with municipal clients as well as Program officials to coordinate claims reviews and approval, identify and resolve policy issues, and develop innovative approaches to COVID mitigation projects. GRM has also assisted clients with managing compliance and eligibility of +\$188M in American Rescue Plan funding allocations.

City of Hoboken Rental Assistance Grant Program and Nonprofit Support Grant Program

Grant Program Developer/Manager/Administrator, Hoboken, NJ. Grant Rite Management Corporation. August 2021-Present.

Contracted by the City of Hoboken to develop and administer the City's Rental Assistance Grant Program and Nonprofit Support Grant Program in 2021. Responsible for developing the grant application, all communications with program applicants, eligibility review of 200 grant applications, and developing the grant program record keeping system to protect the City in the event of a potential future audit. Assisting with the City's disbursement of grant awards totaling \$1.25M to eligible residents and nonprofits that have been negatively impacted by COVID19.

City of Hoboken CARES Small Business Grant Program 2020 & 2021

Grant Program Manager/Administrator, Hoboken, NJ. Grant Rite Management Corporation. July 2020-September 2021.

Contracted by the City of Hoboken to develop and administer the City's CARES Small Business Grant Program in 2020 and 2021. Responsible for assisting the City with developing the grant application, all communications with program applicants, eligibility review of more than 800 grant applications, and developing the grant program record keeping system to protect the City in the event of a potential future audit. Worked with the City's CFO to coordinate successful disbursement of \$4M in grant funding to 500 eligible small businesses.

Various State and Federal Grant Programs

DR & Grants Management Consultant, NJ; CT; RI; MI. Grant Rite Management Corporation. November 2017-Present

Contracted by municipalities and public utilities to identify potential opportunities for infrastructure upgrades, green infrastructure improvements, 404 hazard mitigation, resiliency, security improvements through state and federal grant programs and other long-term, low-interest funding programs. GRM works with clients to understand their capital improvement plans and financial objectives and align them with the right funding opportunities to bring those objectives to life. We have successfully secured millions of dollars in grant funding for our clients across New Jersey, Connecticut, Rhode Island, and Michigan to date.

State of New York: 4085-DR-NY Hurricane Sandy Long Term Recovery

Executive Liaison to NYS DHSES, NY. December 2014 – October 2017

Executive Liaison to NYS DHSES leadership, responsible for leading the Public Assistance program and strategy for the Hurricane Sandy Long Term Recovery in Queens, NY (Dec 2014 – Mar 2016), and FEMA Region 2 office in NY, NY (Mar 2016 – Oct 2017). Developed executive level strategy with DHSES Deputy Commissioner, Chief of Finance, and Chief of Public Assistance (based in Albany, NY) for PA recovery operation in NYC, including proposals/recommendations for courses of action to resolve high-level/sensitive issues. Represented DHSES executive leadership in high-level communication/ coordination with FEMA Region 2 executive leadership, high-profile political, private non-profit (PNP), municipal, and other state and federal officials. Developed PA program policy with DHSES and FEMA leadership; developed official responses to Congressional inquiries; and supervised strategic management of DHSES' PA operation, contract staff, and administration of billions of dollars in grant funding.

State of New York: 4085-DR-NY Hurricane Sandy Long Term Recovery

Special Projects Officer to NYS DHSES, NY. April 2013 – December 2014

Special Projects Officer to NYS DHSES Executive Leadership for the Hurricane Sandy Long Term Recovery (FEMA PA program), responsible for communication, coordination and high-level reports to NYS DHSES executives; developing presentations on various Sandy Recovery issues for DHSES Deputy Commissioner to present to the Governor (NY), Congress, and FEMA Headquarters in Washington, D.C.; researching FEMA PA policy and precedents, developing/drafting Sandy disaster-specific guidance, and white papers to address problematic procedural and program eligibility matters.

EDUCATION

MA, Independent Graduate Studies, Sustainable Urban Planning and Development – University of Vermont

BA, English Literature; Political Science & Governmental Affairs – McGill University

THOMAS SCOTT HARLAN, Senior DR Project Manager

GRANTS & PROJECT MANAGEMENT / DISASTER RECOVERY CONSULTANT

20 years of experience in Catastrophe Insurance Adjusting, Disaster Recovery and FEMA Public Assistance with ice/wind/hailstorms, hurricanes and superstorms, tornadoes, and earthquakes across the country and abroad. Extensive knowledge in scoping damages, preparing cost estimates (FEMA cost estimates, CEF estimates, cost comparison estimates), and cost validations for FEMA Hazard Mitigation Proposals and Project Worksheets. Formulated thousands of Category A-G FEMA Project Worksheets for damages to roads, bridges, culverts, public housing developments, schools, parks, PNP facilities, hospitals, boat harbors, flood gates, and various other government facilities and infrastructure. Developed and validated 406 Hazard Mitigation Proposals for FEMA Category C-G projects totaling hundreds of millions of dollars.

DISASTER RECOVERY CONSULTING & GRANTS MANAGEMENT EXPERIENCE

State of New Jersey: Tropical Storm Ida

DR & Grants Management Consultant, Various municipal clients in NJ. Grant Rite Management Corporation. August 2021-Present.

Contracted by various municipalities to manage the FEMA PA process from the initial diagnostic phase through FEMA project mapping and the claims processing phase. Preparing millions of dollars of FEMA reimbursement claims to address our clients' emergency, permanent, and hazard mitigation needs; identifying various Improvement/Least Cost Alternative projects to allow our clients the best possible recovery solutions while maximizing their eligible FEMA funding.

COVID-19 Disaster Recovery: FEMA PA, American Rescue Plan Act and CARES Act Funding Programs

DR & Grants Management Consultant, Various Clients in NJ; CT; ME. Grant Rite Management Corporation. March 2020-Present

Contracted by various municipalities, public utilities and PNP's to manage COVID-19 emergency/disaster relief claims and reimbursement process from initial response phase through closeout. GRM has prepared and submitted +\$100M in COVID-related FEMA claims using FEMA's streamlined application process. GRM has also prepared and submitted municipal CARES Act claims in excess of \$45M and continues to work with municipal clients as well as Program officials to coordinate claims reviews and approval, identify and resolve policy issues, and develop innovative approaches to COVID mitigation projects. GRM has also assisted clients with managing compliance and eligibility of +\$188M in American Rescue Plan funding allocations.

Various FEMA Disasters

Technical Assistance Contractor. FLUOR Subcontractor. October 2019-August 2022

Document Validation Specialist at FEMA CRC East. Validated and completed over \$168M on Cat A, B, and C PWs on the Completed Work team. Managed FEMA Sub-grant applications resulting in grants totaling +\$902M. Reviewed 2,150 FEMA PWs for possible HMPs and Cost Estimating Format issues as well as insurance reductions. Completed cost comparison estimates and cost validations for FEMA HMPs, PWs and CEFs for QA/QC review. Completed Hazard Mitigation reviews in Grants Manager.

Various FEMA Disasters

Technical Assistance Contractor. AECOM Subcontractor. October 2004-July 2019

- Hazard Mitigation Specialist for the CRC in Winchester, VA from 2018 to 2019.
- Hazard Mitigation Specialist and CEF Specialist in Louisiana from 2017 to 2018.
- Project Specialist and Cost Estimator in Texas from 2016 to 2017.
- Member of Special Public Assistance assignment overlooking housing repairs and replacement on the OST Reservation in South Dakota from 2015 to 2016. Hazard Mitigation Specialist and Project Specialist for flooding in South Dakota in 2015.
- State Project Specialist and Closeout Specialist in Florida from 2014 to 2015.
- Mitigation & Project Specialist for Hurricane Sandy in New York City from 2013 to 2014.
- CEF Specialist for flooding from Tropical Storm Irene in Vermont in 2012.
- Hazard Mitigation and CEF Specialist Lead for Missouri flooding and tornados from 2010 to 2012 encompassing 4 disasters.
- CEF Disaster Lead for Massachusetts flooding and tornados in 2010.
- CEF Disaster Lead for Kansas flooding and tornados in 2009.
- Mitigation and CEF Disaster Lead and Project Specialist for Alabama flooding and tornados in 2009.
- CEF Disaster Lead for Iowa flooding and tornados in 2008 and 2009.
- Project Specialist for Hurricane Katrina in Louisiana in 2007 and 2008.

- Project Specialist for flooding across Maine in 2007.
- Project Specialist and Lead Insurance Specialist for flooding across the state of Louisiana in 2006 and 2007.
- Project Officer and Lead Insurance Specialist for the flooding in El Paso, TX in 2006.
- Project Specialist for Hurricane Wilma in Miami in 2005 and 2006.
- Project Specialist for Hurricane Dennis in the Florida panhandle in 2005.
- Project Specialist and Insurance Specialist for Hurricane Ivan in the Florida panhandle in 2004 and 2005.

INSURANCE ADJUSTING and FEMA EDUCATION

Insurance Adjusting Coursework
Vale National's Property Adjusting
Integri-Claim Estimating Software Training
Xactimate Estimating Software Training
FEMA University Coursework
DVS Training at CRC East
PA Ops 1
PA Ops 2
Hazard Mitigation
Cost Estimating Format (CEF)
RS Means Estimating
Excel Intermediate
Excel Advanced

JARME MARTINO, Project Manager

GRANTS & PROJECT MANAGEMENT / DISASTER RECOVERY CONSULTANT

Passionate emergency management professional, experienced in disaster preparedness, disaster recovery (FEMA PA, CARES Act, American Rescue Plan Act), communications, and operations management. Skilled supervisor and project manager experienced in successfully preparing reimbursement claims and guiding clients through the reimbursement process.

DISASTER RECOVERY CONSULTING & GRANTS MANAGEMENT EXPERIENCE**State of New Jersey: Tropical Storm Ida**

DR & Grants Management Consultant, Various municipal clients in NJ. Grant Rite Management Corporation. September 2022-Present.

Contracted by various municipalities to manage the FEMA PA process from the initial diagnostic phase through FEMA project mapping and the claims processing phase. Preparing millions of dollars of FEMA reimbursement claims to address clients' emergency, permanent, and hazard mitigation needs; identifying various Improvement/Least Cost Alternative projects to allow our clients the best possible recovery solutions while maximizing their eligible FEMA funding.

COVID-19 Disaster Recovery: FEMA PA, American Rescue Plan Act and CARES Act Funding Programs

DR & Grants Management Consultant, Various Clients in NJ; ME. Grant Rite Management Corporation. September 2022-Present

Contracted by various municipalities, public utilities and PNP's to manage COVID-19 emergency/disaster relief claims and reimbursement process from initial response phase through closeout. GRM has prepared and submitted +\$250M in COVID-related FEMA claims using FEMA's streamlined application process. GRM has also prepared and submitted municipal CARES Act claims in excess of \$45M and continues to work with municipal clients as well as Program officials to coordinate claims reviews and approval, identify and resolve policy issues, and develop innovative approaches to COVID mitigation projects. GRM has also assisted clients with managing compliance and eligibility of +\$188M in American Rescue Plan funding allocations.

FEMA CRC Documentation Validation Specialist, Winchester, VA.

Fluor Corporation. February 2019 – September 2022.

Extensive program knowledge to include The Stafford Act, 44 CFR, 2 CFR, SRIA Legislation, PA program, and PAPPG. Validated and prepared over 352 projects totaling \$342M, of which \$323M has been obligated for funding to applicants. Served as Subject Matter Expert; provided Category A, project versions, and creation of project Determination Memorandum support to TACs. Created Requests for Information (RFIs), Determination Memorandums (DMs), and performed team Peer Reviews of projects prior to being sent to EHP review. Developed Damage Descriptions and Scopes of Work (SOW) for CRC East's Completed Lane, specializing in Category A (Debris Removal) and Category B (Emergency Work) project creation; developed DD and SOW for COVID-19 projects ensuring compliance with Federal Law, State Law, local ordinances, FEMA Public Assistance Program regulations, and associated policies.

Facilities Director, Covington, LA.

City of Covington, LA. July 2002-February 2018.

Prepared and managed \$1.3M budget for the Facilities Department. Oversaw the permanent restorative work projects for facilities damaged by Hurricane Katrina. Ensured all projects aligned with Federal, State, and Local laws, ordinances, and associated policies. Fostered excellent working relationships with GOHSEP and FEMA representatives. Responsible for maintenance of grounds, facilities, and scheduling of events. Responsible for training and supervision of all staff at each facility.

Assistant Accounting Director, Covington, LA.

City of Covington, LA. August 1998-July 2002.

Prepared and maintained City of Covington's \$18M budget; maintained all fixed assets. Responsible for all phases of accounting and grant administration as requested by Senior Accountant. Prepared formal correspondence for signature and submission of Project Worksheets to GOHSEP and FEMA PA on declared disasters. Verified that damage descriptions, scopes of work, and cost estimates were documented correctly on all same FEMA Project Worksheets.

PROFESSIONAL DEVELOPMENT

FEMA Courses: IS-00029, IS-100 (.b, .FDA, .HCb, .HE, .FWA, .LEb, .PWb, .SCa), IS-120.c, IS-200.b, IS-230.d, IS-242.b, IS-247.a, IS-700.a, IS-702.a, IS-703.a, IS-706, IS- 800.b, IS-909, G-202, G-205, G-271, G-290, G-366, G-775, L0102, ICS 300, ICS 400.

AMANDA MARTINO, Project Specialist

GRANTS & DR PROJECT MANAGEMENT CONSULTANT

Disaster recovery and grants management professional, specializing in grant research, grant writing, and grant compliance, disaster recovery, communications, and operations management. Resolution-oriented project specialist experienced in preparing successful funding applications and guiding clients through the process.

GRANTS MANAGEMENT & DISASTER RECOVERY CONSULTING EXPERIENCE**Various State and Federal Grant Programs**

DR & Grants Management Consultant, NJ; CT; RI; MI. Grant Rite Management Corporation. Oct 2022-Present

Contracted by municipalities and public utilities to identify potential opportunities for infrastructure upgrades, green infrastructure improvements, 404 hazard mitigation, resiliency, security improvements through state and federal grant programs and other long-term, low-interest funding programs. GRM works with clients to understand their capital improvement plans and financial objectives and align them with the right funding opportunities to bring those objectives to life. We have successfully secured millions of dollars in grant funding for our clients across New Jersey, Connecticut, Rhode Island, and Michigan to date.

State of New Jersey: Tropical Storm Ida

DR & Grants Management Consultant, Various municipal clients in NJ. Grant Rite Management Corporation. Oct 2022-Present

Contracted by various municipalities to manage the FEMA PA process from the initial diagnostic phase through FEMA project mapping and the claims processing phase. Preparing millions of dollars of FEMA reimbursement claims to address clients' emergency, permanent, and hazard mitigation needs; identifying various Improvement/Least Cost Alternative projects to allow our clients the best possible recovery solutions while maximizing their eligible FEMA funding.

COVID-19 Disaster Recovery: FEMA PA, American Rescue Plan Act and CARES Act Funding Programs

DR & Grants Management Consultant, Various Clients in NJ; CT; ME. Grant Rite Management Corporation. Oct 2020-Present.

Contracted by various municipalities, public utilities and PNP's to manage COVID-19 emergency/disaster relief claims and reimbursement process from initial response phase through closeout. GRM has prepared and submitted +\$250M in COVID-related FEMA claims. GRM has also prepared and submitted municipal CARES Act claims more than \$45M and continues to work with municipal clients as well as Program officials to coordinate claims reviews and approval, identify and resolve policy issues, and develop innovative approaches to COVID mitigation projects. GRM has also assisted clients with managing compliance and eligibility of +\$188M in American Rescue Plan funding allocations.

Property and Resource Manager, Covington, LA

Ardent Services. Feb 2019-Oct 2022.

Responsible for accurate inventory, upkeep, organization and assignments of company assets, and property; client and vendor invoice compilation, cost data tracking and reconciliation, and pricing audit for maximum profitability; and purchasing vehicles and Tools to expand and enhance the fleet/company assets inventory. Directed and managed quality assurance of work products and employee outreach with staff and clients. Coordinated workflows and controlled all vehicle cost by developing methods to decrease cost and improve efficiency while maintaining highest safety standards and regulations. Implemented Tool Tracking program throughout the company to accurately track equipment inventory and staff needs. Oversaw warehouse facilities' needs while ensuring all resources were provided to field personnel safely and timely.

EDUCATION

BA Candidate – Education (Arts and Humanities) - Southeastern Louisiana University

Relevant Experiences & References

Please see the following brief summaries of some of our current/ongoing disaster recovery grant consulting experience that we believe is relevant and may be of interest to the Town:

City of Jersey City, NJ (April 2020 – Present)

Tropical Storm Ida: FEMA PA Grants Consulting

COVID-19: ARPA, FEMA PA & CARES Act Grants Consulting Services

Grants Consulting: various other local, state, and federal grant programs

Contracted to provide Disaster Recovery & Grants Consulting services for all phases of disaster response and recovery for Ida and COVID19, including ARPA funding consulting and compliance, FEMA PA claims preparation, processing, and closeout for COVID-19 and Hudson County Municipal CARES Act program claims preparation, processing, and closeout for COVID-19. To date, GRM has prepared and submitted CARES Act claims totaling \$28M, +\$60M to FEMA PA, and is assisting the City with eligibility, strategy and planning, and compliance reporting for its \$140M American Rescue Plan funding allocation, as well as preparing and submitting several million dollars in infrastructure repair/replacement and hazard mitigation projects for Tropical Storm Ida. We have also developed a Grants Manual outlining internal processes and procedures the City must follow with respect to all grant-related activities, from the application formulation phase through grant closeout. Additionally, we have assisted the City in pursuing grant funding for various municipal projects. Recently, we assisted the Jersey City Fire Department with bringing several, non-compliant, years-old grant awards back into compliance based on a Corrective Action Plan that GRM developed to address this specific hardship. We secured period of performance extensions, completed all delinquent mandatory performance reports and financial reports, compiled project cost data and documentation, and prepared and submitted payment requests, while communicating multiple times per week with contacts from the various funding programs and providing regular status updates to Jersey City executive leadership team. Our work will result in Jersey City Fire Department successfully securing full reimbursement for all work completed under the grant awards and the program suspensions which prohibited JCFD from applying for future grant funding will be lifted.

Jersey City Municipal Utilities Authority, Jersey City, NJ (August 2021 – Present)

Tropical Storm Ida: FEMA PA Grants Consulting

Superstorm Sandy: FEMA Grants Consulting

Grants Consulting: Various local, state, federal grant programs for potable water and wastewater infrastructure projects

Contracted to provide Disaster Recovery Consulting services for all phases of disaster response and recovery, including FEMA PA claims preparation, processing, and closeout for Tropical Storm Ida (DR-4614-NJ), closeout for Superstorm Sandy (DR-4488-NJ), and Grants Consulting related to capital improvements needs and objectives. To date, GRM has worked with JCMUA principals and engineers to submit FEMA claims totaling \$20,372,407 for Tropical Storm Ida and continues to prepare more than \$80M in future Ida claims submissions. GRM has also closed out Sandy projects totaling nearly \$1.1M and successfully prevented FEMA from erroneously requiring the MUA to return \$1.2M in previous Sandy obligations. GRM is currently working with JCMUA principals and engineers to formulate grant application submissions totaling (est.) \$100M for FY24.

City of Hoboken, NJ (May 2018 – Present)

Tropical Storm Ida: FEMA PA Grants Consulting

COVID-19: ARPA, FEMA PA & CARES Act Grants Consulting Services

Superstorm Sandy: FEMA Grants Consulting

Grants Consulting: various local, state, and federal grant programs; developing and administering City grant programs

Contracted to provide ARP, FEMA Disaster Recovery & Grants Consulting and CARES Act Consulting services for all phases of disaster response and recovery, including ARP funding consulting and compliance, FEMA PA claims preparation, processing, and closeout for COVID-19 and Hudson County Municipal CARES Act program claims

preparation, processing, and closeout for COVID-19. To date, GRM has prepared and submitted CARES Act claims totaling \$5.6M, +\$15M to FEMA PA, and is assisting the City with eligibility, strategy and planning, and compliance reporting for its \$28M American Rescue Plan funding allocation. GRM also developed and administered a Small Business Grant program for Hoboken small business owners which awarded \$2M in grant funding in 2020 and another \$2M in grant funding in 2021. We developed and administered a Rental Assistance Grant Program which granted \$750K in funding to Hoboken residents negatively impacted by COVID19; and a Nonprofit Assistance Grant Program which awarded \$500K in funds to Hoboken nonprofit organizations offering COVID19 response/recovery programs and services to the Hoboken community. In 2023, GRM developed a Lead Service Line Replacement grant program, a Water Main Break Assistance grant program, and a Containerization Exemption program for the City.

Town of Kearny, NJ (March 2020 – Present)

Tropical Storm Ida: FEMA PA Grants Consulting Services

COVID-19: ARPA, FEMA PA & CARES Act Grants Consulting Services

Grants Consulting: various other local, state, and federal grant programs

Contracted to provide Disaster Recovery & Grants Consulting services for all phases of disaster response and recovery, including FEMA PA claims preparation, processing, and closeout for COVID-19 and Ida, ARP funding consulting and compliance, and Hudson County Municipal CARES Act program claims preparation, processing, and closeout for COVID-19. To date, GRM has prepared and submitted CARES Act claims totaling \$4.4M, \$3.3M to FEMA PA, and is assisting the Town with eligibility, strategy and planning, and compliance reporting for its +\$7M American Rescue Plan funding allocation. Contracted to research potential local, state, and federal grant opportunities that align with Town objectives, and prepare and submit grant applications to secure funding in support of Town needs and projects. To date, GRM has prepared and submitted grant applications on behalf of the Town to various local, state, and federal funding programs and has secured more than \$26M in total funding.

Kearny Municipal Utilities Authority, Kearny, NJ (August 2021 – Present)

Tropical Storm Ida: FEMA PA Grants Consulting

Contracted to provide Disaster Recovery & Grants Consulting services for all phases of disaster response and recovery, including FEMA PA claims preparation, processing, and closeout for Tropical Storm Ida (DR-4614-NJ). To date, GRM has worked with KMUA engineers and has prepared several projects (including 406 Hazard Mitigation projects) totaling millions of dollars for submission to FEMA for eligible reimbursements.

North Hudson Sewerage Authority, Hoboken, NJ (November 2012 – Present)

Grants Consulting: Various other local, state, and federal grant programs

Tropical Storm Ida: FEMA PA Grants Consulting

COVID-19: FEMA PA Grants Consulting

Superstorm Sandy: FEMA Grants Consulting

Contracted to provide Grant Consulting & FEMA Disaster Recovery services. GRM has provided support in the recovery process from the initial diagnostic phase through the FEMA claims processing phase and prepared FEMA claims more than \$20M to address emergency, permanent, and hazard mitigation needs. GRM has also identified several infrastructure improvements, 404 mitigation opportunities, and green infrastructure stormwater management projects allowing NHSA to qualify for +\$30M in other federal and state grant funding. Developed an internal grant program that NHSA is offering in its 4 service municipalities to assist home and business owners with addressing recurrent flooding/backup issues. GRM is currently working with NHSA and its engineers to submit grant applications totaling +\$160M by the end of FY2023.

MaineHealth (May 2021 – Present)**COVID-19: FEMA PA Grants Consulting Services**

Contracted to provide FEMA Disaster Recovery & Grants Consulting services for all phases of COVID-19 disaster response and recovery, including claims preparation, processing, and closeout for the largest integrated healthcare network in the state of Maine, consisting of 10 hospitals and 32 laboratory facilities. GRM is providing support in the recovery process from the initial diagnostic and FEMA project mapping phase through claims processing and reimbursement. We are preparing and submitting FEMA claims to secure hundreds of millions of dollars in reimbursements for MaineHealth's COVID19 expenditures.

State of New York**Superstorm Sandy (November 2012 – November 2017)**

Contracted to provide FEMA Disaster Recovery & Grant Consulting services. Served in leadership roles, managing the entire Public Assistance operation and Long-Term Recovery on behalf of NYS Division of Homeland Security and Emergency Services; strategically managed a team of 130 contract employees (at peak staffing) and prepared FEMA claims totaling more than \$4.7B to address emergency, permanent, and hazard mitigation needs.

Professional References:

Mrs. Tricia Emery

Supervisor – MaineHealth Finance, FEMA Reporting Team Lead

MaineHealth (Client, 2020 – present)

(207) 838-9253

Tricia.emery@mainehealth.org

Mr. Stephen Marks

Town Administrator

Town of Kearny (Client, 2020 – present)

(201) 246-1418

smarks@kernynj.org

Mr. Caleb Stratton

Assistant Business Administrator & Chief Resiliency Officer

City of Hoboken (Client, 2018 – present)

(201) 420-2000 x8201

cstratton@hobokennj.gov

Mr. W. Greg Kierce

Director, Jersey City Office of Emergency Management & Homeland Security

City of Jersey City (Client, 2020 – present)

(210) 547-5681

wkierce@njcps.org

Mr. Fred Pocci

Authority Engineer

North Hudson Sewerage Authority (Client, 2015 – present)

(201) 963-4685

fpocci@nhudsonsa.com

Agreement

This Consulting Services Agreement is entered into by and between the Town of Kennebunkport, a Maine municipality with a principal place of business at 6 Elm Street, Kennebunkport, Maine 04046 ("Kennebunkport"), and Grant Rite Management Corporation, with a principal place of business at 300 Cypress Street, Unit 622, Liverpool, New York 13088 ("GRM").

WHEREAS, GRM provides disaster and emergency recovery consulting services to municipalities and public entities, including, but not limited to, helping such entities secure funding through the Federal Emergency Management Agency ("FEMA") Public Assistance Grant program and other Federal, State, and local grant programs and funding opportunities; and

WHEREAS, Kennebunkport desires to engage GRM to assist Kennebunkport with securing FEMA Public Assistance funding and other available Federal, State, and local grant funding.

NOW THEREFORE, in consideration of the mutual promises and agreements contained in this Agreement, the parties agree as follows:

1. **Consulting Services.** Kennebunkport hereby agrees to engage the services of GRM, and GRM hereby agrees to personally perform the services set forth under Scope of Services (hereafter "Services").
2. **Consideration.** In consideration of the Services performed by GRM pursuant to this Agreement, Kennebunkport shall pay GRM at the rates set forth under Cost Proposal & Hourly Rates. GRM shall submit invoices to Kennebunkport on a monthly basis setting forth, at a minimum, the services provided, the hours spent by GRM providing such services during the period covered by the invoice, and the total amount due. Kennebunkport shall remit payment within thirty (30) days of receipt of an undisputed invoice. GRM acknowledges that FEMA financial assistance will be used to fund all or a portion of this Agreement. GRM will comply with all applicable Federal laws, regulations, executive orders, FEMA policies, procedures, and directives referenced in this Agreement. The Federal Government is not a party to this Agreement and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from this Agreement.
3. **Expenses.** If expense reimbursement is indicated under Cost Proposal & Hourly Rates, Kennebunkport shall reimburse GRM for GRM's undisputed out-of-pocket expenses reasonably and actually incurred in performing Services under this Agreement within sixty (60) days of Kennebunkport's receipt of reasonably detailed evidence of such expenses. Invoiced expenses shall conform to the terms of Kennebunkport's policy concerning reimbursement of travel and expenses for consultants.
4. **Term; Timeline.** The term of this Agreement shall be for an initial term commencing as of the date of last signature below ("Effective Date"), through December 31, 2024, unless sooner terminated as provided below or extended by mutual written agreement of the parties. GRM will use its best efforts to perform the Services in accordance with any interim or final deadlines set forth under Services. The parties may mutually agree to extend any interim or final deadline.
5. **Early Termination.**
 - 5.1. **With Cause.** Either party may terminate this Agreement for cause if the other party fails substantially to perform its obligations under this Agreement and said failure either cannot be cured within thirty (30) calendar days or if said failure could be cured but is not cured within thirty (30) calendar days of the defaulting party's receipt of written notice from the non-defaulting party describing the failure to substantially perform. GRM's failure to complete required Services within thirty (30) calendar days following any interim or final deadline set

forth under Services (as extended if applicable) shall be deemed a failure to substantially perform that cannot be cured within thirty (30) calendar days.

5.2. Without Cause. Either party may terminate this Agreement without cause upon the provision of at least fourteen (14) calendar days' written notice to the other party setting forth the date of termination. In the event of termination without cause under this subsection, Kennebunkport shall pay GRM consideration owed for Services performed through the effective date of termination and shall have no further obligation hereunder.

- 6. Remedies.** All remedies available to Kennebunkport for one or more breaches by GRM are and shall be deemed cumulative and may be exercised separately or concurrently without waiver of any other remedies.
- 7. Non-exclusivity.** The parties acknowledge that GRM is engaged in other endeavors and projects in addition to the provision of services for or on behalf of Kennebunkport pursuant to this Agreement and that performance of this Agreement shall not be the exclusive undertaking of GRM.
- 8. Independent Contractor.** GRM shall perform the Services as an independent contractor and shall have the right to control the means and progress of GRM's work. Kennebunkport may make reasonable requests to ensure that Services are provided as represented in this Agreement, but Kennebunkport shall not have or exercise general power of supervision and control of the services provided by GRM pursuant to this Agreement. The parties agree that GRM shall not be regarded for any legal or tax purpose as an employee of Kennebunkport during the term of this Agreement and shall not receive salary or benefits from Kennebunkport. GRM further agrees to be responsible for and indemnify Kennebunkport against any claim or liability for worker's compensation claims, social security taxes, withholding taxes and unemployment taxes arising out of this Agreement or these services. It is further understood and agreed between the parties hereto that this Agreement shall not create or constitute either a partnership or a joint venture.
- 9. Confidential Information.**
- 9.1. Business and Proprietary Information.** All information disclosed to GRM by Kennebunkport relating to Kennebunkport's business, operations, employees or trade secrets, whether prepared by GRM or otherwise coming into GRM's possession, except for matters of public record (hereinafter "Confidential Business Information"), shall be maintained as confidential by GRM and shall remain the exclusive property of Kennebunkport. Following the completion of the Services, and as a condition of final payment for the Services, GRM shall ensure the return to Kennebunkport or destruction of all copies, including electronic copies, of Kennebunkport's Confidential Business Information in GRM's possession.
- 9.2. Third-Party Requests for Disclosure.** If GRM is required or requested, including through any subpoena, interrogatory or discovery request, to disclose any Confidential Business Information, GRM will provide Kennebunkport with prompt written notice of any such request or requirement so that Kennebunkport may either seek a protective order or waive compliance with the provisions of this Section.
- 10. Indemnification.** GRM, GRM's successors and assigns, hereby agree to defend, indemnify and hold Kennebunkport, its successors and assigns, harmless from any claim, cost, liability and expenses arising from or attributable to any acts or omissions of GRM or GRM's servants or employees in performing the Services.
- 11. Suspension, Debarment, and Exclusion.**

- 11.1.** To the extent that this Agreement is a covered transaction for purposes of 2 C.F.R. Part 180 and 2 C.F.R. Part 3000, GRM is required to verify that none of its principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935). GRM shall comply with 2 C.F.R. Part 180, subpart C, and 2 C.F.R. Part 3000, subpart C, and will include a requirement to comply with these regulations in any lower tier transaction it enters into. This certification is a material representation of fact relied upon by Kennebunkport. If it is later determined that GRM did not comply with 2 C.F.R. Part 180, subpart C, and 2 C.F.R. Part 3000, subpart C, in addition remedies available to Kennebunkport, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- 11.2.** GRM acknowledges that 31 U.S.C. ch. 38 (Administrative Remedies for False Claims and Statements) applies to GRM's actions pertaining to this Agreement.
- 12. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended).** Kennebunkport and GRM acknowledge that contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.
- 13. Clean Air Act and Federal Water Pollution Control Act.**
- 13.1.** GRM will comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401, et seq. GRM will report each violation to Kennebunkport and understands and agrees that Kennebunkport will, in turn, report each violation as required to assure notification to FEMA and the appropriate Environmental Protection Agency Regional Office. GRM will include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.
- 13.2.** GRM will comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, 33 U.S.C. § 1251, et seq. GRM will report each violation to Kennebunkport and understands and agrees that Kennebunkport will, in turn, report each violation as required to assure notification to FEMA and the appropriate Environmental Protection Agency Regional Office. GRM will include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.
- 14. Non-Use of Covered Telecommunications.** In performing under this Agreement, GRM shall not use any covered telecommunications equipment or services (defined in 2 C.F.R. § 200.216) as a substantial or essential component of any system, or as critical technology as part of any system.
- 15. Department of Homeland Security Seal, Logo, and Flags.** GRM shall not use the Department of Homeland Security ("DHS") seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA preapproval.
- 16. Access to Books and Records.** To the extent 42 U.S.C. § 1395x(v)(1)(I) (as amended) and regulations promulgated thereunder apply, until the expiration of four (4) years after furnishing services under this Agreement, GRM will make available, upon written request of the FEMA Administrator or the Comptroller

General of the United States, or any of their duly authorized representatives, this Agreement and the books, documents, and records of GRM that are necessary to certify the nature and extent of the costs incurred by Kennebunkport in purchasing services under this Agreement, or that are directly pertinent to payments under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. GRM will permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. GRM will provide the FEMA Administrator or his authorized representatives access during regular working hours to work sites pertaining to the work being completed under this Agreement. In compliance with the Disaster Recovery Act of 2018, Kennebunkport and GRM acknowledge and agree that no language in this Agreement is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States. In addition, if Consultant carries out its duties under this Agreement through a subcontract with a value or cost of \$10,000 or more over a twelve (12) month period with a related organization, such subcontract will contain a similar clause allowing access to the subcontract, and books, documents, and records of such organization that are necessary to verify the nature and extent of such costs.

17. Amendment. This Agreement may be modified or amended by the mutual assent of the parties hereto; provided, however, that no such modification or amendment to this Agreement shall be binding unless in writing and signed by the parties. The cost of any change, modification, amendment, or change order must be allowable, allocable, within the scope of Kennebunkport’s grant, and reasonable for the completion of the Services.

18. Entire Agreement; Binding Effect. This Agreement contains the entire and final Agreement between the parties hereto with respect to the subject matter hereof. No provision hereof may be modified, amended, or waived in any manner whatsoever other than by a supplemental writing signed by the parties hereto or their respective successors in interest. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors, assigns, heirs, executors and legal representatives. Renewals of this Agreement may only be effected by a writing which sets forth the new term and compensation therein and is signed by the parties intending to be bound by such renewal terms.

19. Governing law. This Agreement shall be governed by and construed in accordance with the laws of the State of Maine without regard to conflict of law principles.

Cost Proposal & Hourly Rates

We conduct our work remotely using telephone, email, and video conferencing, which allows us to perform services as efficiently and cost effectively as possible for our clients; however, we are certainly willing and able to travel to meet in person and serve the Town’s needs as requested/required.

We offer our clients a blended rate across all our team members that we believe you’ll find highly competitive among other firms in our field. We only bill you for the hours we work on your projects and any related, specific work requests you may have. Our experience, integrity, and the quality of our work are first-rate, and we do everything possible keep costs low for our clients while providing exceptional service.

Disaster Recovery & Grant Management Services.....\$165.00/hr

Expenses

Personal Auto rate per mile \$00.575

Travel & Lodging Per Diem As Incurred/GSA Rates when available



Not to Exceed: April 15, 2024 – December 31, 2024

Disaster Recovery Grant Management Services:\$110,000.00

Grant Rite Management Corporation’s Professional Services Agreement and Cost Proposal is agreed to and approved by:

TOWN of KENNEBUNKPORT

Authorized Representative (Print Name) _____

Authorized Representative Signature _____

Title _____

Effective Date _____

and GRANT RITE MANAGEMENT CORPORATION

Authorized Representative (Print Name) _____

Authorized Representative Signature _____

Title _____

Effective Date _____

AGENDA ITEM DIVIDER

Town of Kennebunkport
Town Hall Building Committee April 23, 2024, Meeting

MINUTES

Selectmen attending: Mike Weston and Marybeth Gilbert.

Staff attending: Laurie Smith, Yanina Nickless, and Galen Weibley.

Committee members attending: April Dufoe, David Graham, Kevin McDonnell, Dick Smith, Tim Pattison, John Ware, Deborah Bauman, Judy Phillips, and Allen Evelyn.

Invited experts: Owens McCullough, Mike Hays, and Mark Adams.

General meeting description:

The meeting addressed three action items from the previous meeting and covered more:

1. Yanina Nickless and John Everett brought a few committee members (Kevin McDonnell, Allan Evelyn, Tim Pattison, and John Ware) on the tours of town facilities. They reviewed the current Town Hall building, Police Station/Public Health offices, Village Fire Station, Cape Porpoise Fire Station, and Goose Rocks Fire Station. Eric Labelle gave Kevin a tour of the Wastewater Facility. After the review of the facilities, the group discussed the pros and cons of each place.
2. During the meeting, Mike and Owens presented a more updated plan with less square footage. This presentation was the majority of the meeting.
3. The group discussed options for presenting a plan to the public and creating a clear communication chain.
4. The next step was a discussion of the need for a new Town Hall:
 - a. The current town hall has less space than is needed for normal work functions and does not accommodate the community's growing needs.
 - b. Very soon, the Town won't have a regular space for Committee meetings or voting space. Village Fire Station will be remodeled for the per-diem firefighters.
 - c. Parking space is extremely limited for residents.
 - d. A new Town Hall will provide better accessibility for all community members.
 - e. Storages that have many decades of history are not done by code; documents get piled up in corners due to lack of space.
 - f. In any community, a Town Hall is a symbol of that community and a reason for pride. Unfortunately, the current town hall does not provide that feeling, as it barely takes care of the community's needs.

Discussion points:

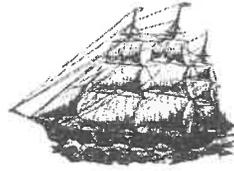
- The committee discussed putting together a document that outlines answers to the most common questions about the new Town Hall.

Action items:

1. Analysis of the Village Fire Station
2. Ideas for bringing the plan for residents' input.
3. Discussion of public attendance of the Town Hall Committee meetings.

Submitted by,
Yanina Nickless,
Director of Support Services

AGENDA ITEM DIVIDER



Kennebunkport Public Health

- INCORPORATED 1653 -

Kennebunkport Public Health

April 8, 2024

ATN: Kennebunkport Board of Selectmen, Laurie Smith-Kennebunkport Town Manager

Please accept this generous gift of \$50.00 from an anonymous donor to the Nurses account (08-01-39). This money was granted to Kennebunkport Public Health nurses to assist us with supplies, equipment, training, or any needs we see fit.

Thank you!

Alison Kenneway RN, BSN
Kennebunkport Public Health

10-4 8110
220

180

DATE 4/5/24

PAY TO THE ORDER OF Town of K'port Nurses

Fifty 00/100 \$ 50 00

M&T Bank

DOLLARS

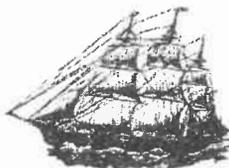
MyChoice Premium

MEMO 😊 Thank you.

[Signature]

101-A Main Street, Kennebunkport, Maine 04046
Tel: (207) 967-4401 Fax: (207) 967-3633

AGENDA ITEM DIVIDER



Kennebunkport Public Health

— INCORPORATED 1653 —

Kennebunkport Public Health

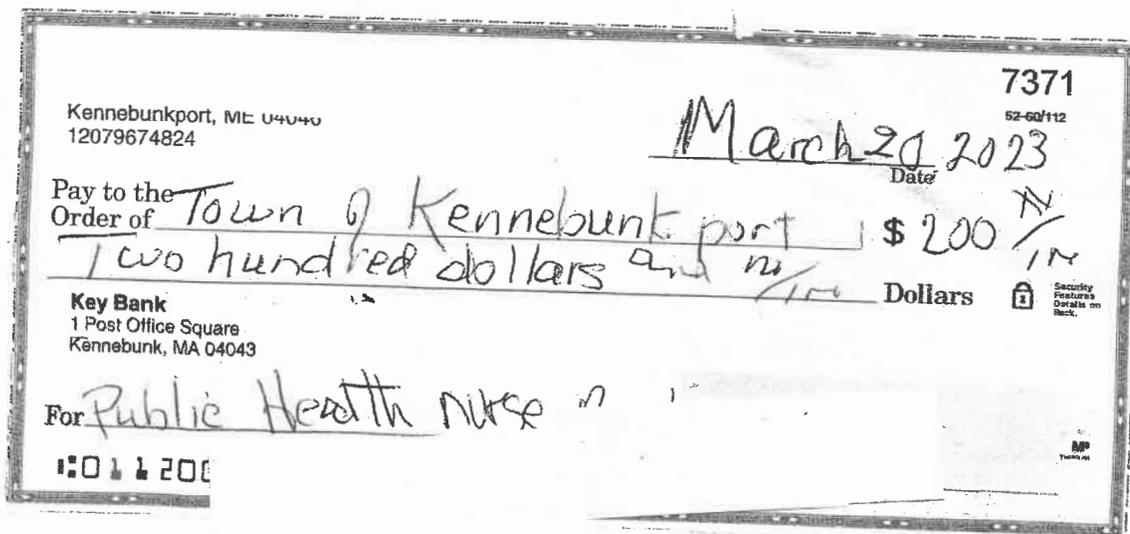
April 10, 2024

ATN: Kennebunkport Board of Selectmen, Laurie Smith-Kennebunkport Town Manager

Please accept this generous gift of \$200.00 from an anonymous donor to the Nurses account (08-01-39). This money was granted to Kennebunkport Public Health nurses to assist us with supplies, equipment, training, or any needs we see fit.

Thank you!

Alison Kenneway RN, BSN
Kennebunkport Public Health



101-A Main Street, Kennebunkport, Maine 04046
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