



**City Council Workshop & Meeting
Agenda
September 15, 2025
Auburn Hall, Council Chambers**

5:30 PM Workshop

- Bus Route Update – Larry Allen, LATC Transit Program Manager
- Website Demo – Liz Allen, Communications Director
- **Executive Session** pursuant to 1 M.R.S.A. Section 405(6) (D) for labor negotiations with Police Command. *No action to follow.*
- **Executive Session** pursuant to 1 M.R.S.A. Section 405(6) (E) for discussion with city attorney regarding legal rights and duties of the Council.
- **Executive Session** pursuant to 1 M.R.S.A. Section 405(6) (E) for discussion with city attorney regarding legal rights and duties of the Council.

7:00 PM Meeting

Pledge of Allegiance & Roll Call - *Roll call votes will begin with Councilor Walker*

- I. **Consent Items** – *All items with an asterisk (*) are considered routine and will be enacted by one motion. There will be no separate discussion of these items unless a Council member or a citizen so requests, in which event, the item will be removed from the Consent Agenda and considered in its normal sequence on the agenda. Passage of items on the Consent Agenda requires majority vote.*
- 1) ORDER 82-09152025***– Confirming Chief Moen’s appointment of David Strait as Constable with firearm for the Auburn Police Department.
 - 2) ORDER 83-09152025*** - Approving the renewal of an Auto Graveyard/Junkyard permit for Randy’s Auto, 899 Broad St.
 - 3) ORDER 84-09152025*** - Approving the renewal of an Auto Graveyard/Junkyard permit for M&P Auto, Inc., 227 Merrow Rd.
 - 4) ORDER 85-09152025*** - Approving the renewal of an Auto Graveyard/Junkyard permit for Prolerized New England Company, LLC., 522 Washington St. North.
 - 5) ORDER 86-09152025*** - Approving the renewal of an Auto Graveyard/Junkyard permit for Isadore T. Miller, 79 & 80 Hotel Rd.

II. Minutes – September 2, 2025 Regular Council Meeting

III. Communications, Presentations and Recognitions

IV. Open Session – *Members of the public are invited to speak to the Council about any issue directly related to City business or any item that does not appear on the agenda.*

V. Unfinished Business

- 1) **ORDER 87-09152025** – Business License Denial Appeal Hearing pursuant to Sec. 14-662 of the City's Code of Ordinances regarding 65 Washington St N, Medical Cannabis Retail Store. *Action to follow.*
- 2) **Public Hearing** - CDBG/HOME Consolidated Annual Performance Evaluation Report (CAPER) Program Year 2024. *Public hearing, no action to follow.*

VI. New Business

- 1) **ORDER 88-09152025** – Public hearing regarding 67 Minot Avenue (Parcel ID 240-271) on the prompt action to secure the structure. *Public hearing and action to follow.*
- 2) **ORDER 89-09152025** - Public hearing regarding 67 Minot Avenue (Parcel ID 240-271) on the request for ongoing order to secure the structure. *Public hearing and action to follow.*
- 3) **ORDER 90-09152025** - Approving the renewal of an Auto Graveyard/Junkyard permit for Don's No Preference Towing, dba Morris Auto Parts, 940 Washington St. North with conditions. *Passage requires majority vote.*
- 4) **ORDER 91-09152025** - Designating Phillip Crowell, City Manager, as the Voting Delegate for the City of Auburn for the MMA Annual Business Meeting to be held October 8, 2025. *Passage requires majority vote.*

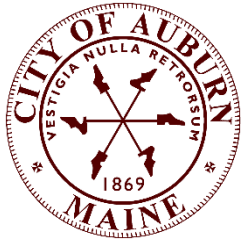
VII. Reports

- a. **Mayor's Report**
- b. **City Councilors' Reports**
- c. **Student Representative Report**
- d. **City Manager Report**

VIII. Open Session - *Members of the public are invited to speak to the Council about any issue directly related to City business or any item that does not appear on the agenda.*

IX. Executive Session

X. Adjournment



City of Auburn City Council Information Sheet

Council Workshop or Meeting Date: September 15, 2025

Subject: Executive Session

Information: Executive Session pursuant to 1 M.R.S.A. Section 405(6) (D) for labor negotiations with Police Command.

Executive Session: On occasion, the City Council discusses matters which are required or allowed by State law to be considered in executive session. Executive sessions are not open to the public. The matters that are discussed in executive session are required to be kept confidential until they become a matter of public discussion. In order to go into executive session, a Councilor must make a motion in public. The motion must be recorded, and 3/5 of the members of the Council must vote to go into executive session. An executive session is not required to be scheduled in advance as an agenda item, although when it is known at the time that the agenda is finalized, it will be listed on the agenda. The only topics which may be discussed in executive session are those that fall within one of the categories set forth in Title 1 M.R.S.A. Section 405(6). Those applicable to municipal government are:

A. Discussion or consideration of the employment, appointment, assignment, duties, promotion, demotion, compensation, evaluation, disciplining, resignation or dismissal of an individual or group of public officials, appointees or employees of the body or agency or the investigation or hearing of charges or complaints against a person or persons subject to the following conditions:

- (1) An executive session may be held only if public discussion could be reasonably expected to cause damage to the individual's reputation or the individual's right to privacy would be violated;
 - (2) Any person charged or investigated must be permitted to be present at an executive session if that person so desires;
 - (3) Any person charged or investigated may request in writing that the investigation or hearing of charges or complaints against that person be conducted in open session. A request, if made to the agency, must be honored; and
 - (4) Any person bringing charges, complaints or allegations of misconduct against the individual under discussion must be permitted to be present.
- This paragraph does not apply to discussion of a budget or budget proposal;

B. Discussion or consideration by a school board of suspension or expulsion of a public school student or a student at a private school, the cost of whose education is paid from public funds, as long as:

- (1) The student and legal counsel and, if the student is a minor, the student's parents or legal guardians are permitted to be present at an executive session if the student, parents or guardians so desire;

C. Discussion or consideration of the condition, acquisition or the use of real or personal property permanently attached to real property or interests therein or disposition of publicly held property or economic development only if premature disclosures of the information would prejudice the competitive or bargaining position of the body or agency;

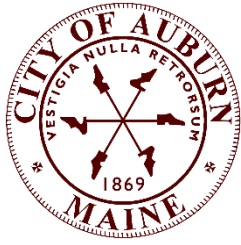
D. Discussion of labor contracts and proposals and meetings between a public agency and its negotiators. The parties must be named before the body or agency may go into executive session. Negotiations between the representatives of a public employer and public employees may be open to the public if both parties agree to conduct negotiations in open sessions;

E. Consultations between a body or agency and its attorney concerning the legal rights and duties of the body or agency, pending or contemplated litigation, settlement offers and matters where the duties of the public body's or agency's counsel to the attorney's client pursuant to the code of professional responsibility clearly conflict with this subchapter or where premature general public knowledge would clearly place the State, municipality or other public agency or person at a substantial disadvantage;

F. Discussions of information contained in records made, maintained or received by a body or agency when access by the general public to those records is prohibited by statute;

G. Discussion or approval of the content of examinations administered by a body or agency for licensing, permitting or employment purposes; consultation between a body or agency and any entity that provides examination services to that body or agency regarding the content of an examination; and review of examinations with the person examined; and

H. Consultations between municipal officers and a code enforcement officer representing the municipality pursuant to Title 30-A, section 4452, subsection 1, paragraph C in the prosecution of an enforcement matter pending in District Court when the consultation relates to that pending enforcement matter.



City of Auburn City Council Information Sheet

Council Workshop or Meeting Date: September 15, 2025

Subject: Executive Session

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B. Discussion or consideration by a school board of suspension or expulsion of a public school student or a student at a private school, the cost of whose education is paid from public funds, as long as:

- (1) The student and legal counsel and, if the student is a minor, the student's parents or legal guardians are permitted to be present at an executive session if the student, parents or guardians so desire;

C. Discussion or consideration of the condition, acquisition or the use of real or personal property permanently attached to real property or interests therein or disposition of publicly held property or economic development only if premature disclosures of the information would prejudice the competitive or bargaining position of the body or agency;

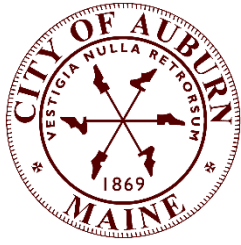
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E. Consultations between a body or agency and its attorney concerning the legal rights and duties of the body or agency, pending or contemplated litigation, settlement offers and matters where the duties of the public body's or agency's counsel to the attorney's client pursuant to the code of professional responsibility clearly conflict with this subchapter or where premature general public knowledge would clearly place the State, municipality or other public agency or person at a substantial disadvantage;

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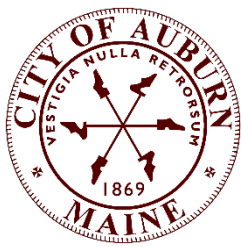
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**City of Auburn
City Council Information Sheet**

Council Workshop or Meeting Date: September 15, 2025

ORDER 82-09152025

Author: Jason D. Moen, Chief of Police

Subject: Confirm Chief Moen's appointment of David Strait as Constable with firearm for the Auburn Police Department.


Information: The Auburn Police Department requests City Council appointment of David Strait as Constable with firearm for the City of Auburn.

City Budgetary Impacts: N/A

Staff Recommended Action: Motion to confirm Chief Moen's appointment of David Strait as Constable with firearm for the Auburn Police Department.

Previous Meetings and History: None

City Manager Comments:

I concur with the recommendation. Signature: 

Attachments:

N/A



ORDER 82-09152025

City Council Order

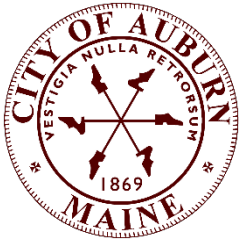
IN CITY COUNCIL

ORDERED, that the Police Chief's appointment of David Strait as Constable with firearm for the Auburn Police Department is hereby confirmed by the Auburn City Council.

Richard S. Whiting, Ward One
Benjamin J. Weisner, Ward Four
Belinda A. Gerry, At Large

Timothy M. Cowan, Ward Two
Leroy G. Walker, Sr., Ward Five
Jeffrey D. Harmon, Mayor

Stephen G. Milks, Ward Three
Adam R. Platz, At Large
Phillip L. Crowell, Jr., City Manager



City of Auburn
City Council Information Sheet

Council Workshop or Meeting Date: September 15, 2025

Order: ORDER 83-09152025* through
ORDER 86-09152025*

Author: Emily F. Carrington, City Clerk

Subject: Automobile Graveyard/Junkyard license renewals

Information: This is an annual renewal of currently existing Automobile Graveyard/Junkyards in Auburn. Reminder letters and applications were sent out 08/15/2025. Council approval is required for renewal of these licenses which expire 9/30/25. Because the 5 listed below are renewals, they *do not* require a public hearing. All have completed inspections conducted by the Code and Fire Departments and issuance of the license will be dependent upon passage of the inspection. No complaints have been received by the City Clerk's office regarding these establishments.

Title 30-A, Sec. 3754 states *"Municipal officers or county commissioners, as provided for in section 3753, shall hold a public hearing before granting a permit to establish a new automobile graveyard, automobile recycling business or junkyard and may hold public hearings annually regarding the relicensing of these facilities"*.

- Randy's Auto Parts, Inc., 899 Broad Street
 - M & P Auto, Inc., 227 Merrow Road
 - Prolerized New England Company, LLC., 522 Washington St. North
 - Isadore T. Miller, 79 & 80 Hotel Road
 - Don's No Preference Towing of L/A, Inc., dba Morris Auto Parts, 940 Washington St. North
- Note: In 2023 & 2024, this license was renewed with conditions staff recommend continue as attached.

City Budgetary Impacts: N/A

Staff Recommended Action: Staff recommends the City Council approve renewal applications.

Previous Meetings and History: Annual renewal.

City Manager Comments:

I concur with the recommendation. Signature:

Attachments: Automobile Graveyard/Junkyard applications, Orders



ORDER 83-09152025

City Council Order

IN CITY COUNCIL

ORDERED, that the City Council hereby approves the annual renewal request for an Auto Graveyard/Junkyard permit for Randy's Auto Parts, Inc., 899 Broad Street.

Richard S. Whiting, Ward One
Benjamin J. Weisner, Ward Four
Belinda A. Gerry, At Large

Timothy M. Cowan, Ward Two
Leroy G. Walker, Sr., Ward Five
Jeffrey D. Harmon, Mayor

Stephen G. Milks, Ward Three
Adam R. Platz, At Large
Phillip L. Crowell, Jr., City Manager



City of Auburn, Maine

Office of The City Clerk

60 Court Street | Auburn, Maine 04210

www.auburnmaine.gov | 207.333.6601

2020 CITY OF AUBURN AUTOMOBILE GRAVEYARD/JUNKYARD PERMIT APPLICATION

To the City of Auburn, County of Androscoggin, Maine:

I/We RANDY'S AUTO PARTS hereby
Make application for a permit to establish, operate or maintain an Automobile Graveyard and/or
Junkyard at the following described location and in accordance with the provisions of Title 30-A
MRSA Sections 3751-3760.

All questions must be answered in full.

1. Where is the location of the Automobile Graveyard and/or Junkyard?

899 BROAD STREET AUBURN, ME 04210

2. Is this application made by or for a company, partnership, corporation or individual:

RON & ERNEST LEVASSEUR

3. Is this property leased? NO Property owned by: RON & ERNEST LEVASSEUR

Address: 899 BROAD ST

Phone number: 207 782 9589

4. How is "yard" screened?

☐ Fence (type) Wood Height: 6' 8"
☐ Trees (type) FIR
☐ Embankment: _____
☐ Gully: _____
☐ Hill: _____
☐ Other: _____

5. How far is edge of "yard" from center of highway?

300 ft



City of Auburn, Maine

Office of The City Clerk

60 Court Street | Auburn, Maine 04210

www.auburnmaine.gov | 207.333.6601

6. Can junk be seen from any part of highway? Yes _____ No X
7. Were Junkyard Law, Requirements and Fees explained to you? Yes X No _____
8. Is any portion of this "yard" on public property? Yes _____ No X
9. Is "yard" within 300 feet of a Public Park, Public Playground, Public Bathing Beach, School, Church or Cemetery? Yes _____ No X
10. When was "yard" established? 1980 By whom? TWINTOWN RENDERING
11. When was last permit issued? 2024 By whom? RANDY'S AUTO PARTS

The undersigned certified that the above information is true and correct to the best of his/her knowledge and that he/she is the owner or agent of the property or that he/she has been duly authorized by the owner, individual, partnership, company or corporation to make this application and to receive the permit under the law.

Signed by

Randy's Auto Parts for: Randy's Auto Parts

Name of Company, Corporation, Partnership or Individual

Address:

P.O. Box 1243 #899 BROAD ST AUBURN ME 04211

Make complete sketch of "yard". Show footage of all sides and location in relationship to adjacent properties. Show distance (in feet) from edge of "yard" to center of highway. Fill in Route Number or Local Road Name. Name of nearest City/Town in each direction. Distance from nearest intersection, bridge or other known reference point.

Tax Map No. 182-881

Lot No. _____

Zone _____

Check correct direction:

- ☐ North
☐ East
☐ West
☒ South

- 1 copy of application to City
1 copy of application to Applicant
1 copy of application to State Police, Augusta
1 Copy of application to Dept. of Transportation, Augusta (Right of Way Division)

RON,

Taylorbrod@RoadRunner.COM

202 572-3421

BROAD STREET

Road Name

or

Route No.

To

To

TREES
9' FENCE

50 x 80
Buildin

300'
ENTRANCE
INTO THE
YARD

9' FENCE
TREES

12 x 12
Buildin

FENCE

TREES
FENCE



ORDER 84-09152025

City Council Order

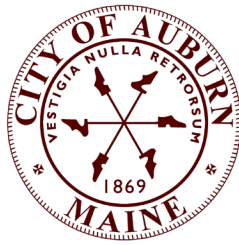
IN CITY COUNCIL

ORDERED, that the City Council hereby approves the annual renewal request for an Auto Graveyard/Junkyard permit for M & P Auto, Inc., 227 Merrow Road.

Richard S. Whiting, Ward One
Benjamin J. Weisner, Ward Four
Belinda A. Gerry, At Large

Timothy M. Cowan, Ward Two
Leroy G. Walker, Sr., Ward Five
Jeffrey D. Harmon, Mayor

Stephen G. Milks, Ward Three
Adam R. Platz, At Large
Phillip L. Crowell, Jr., City Manager



ORDER 85-09152025

City Council Order

IN CITY COUNCIL

ORDERED, that the City Council hereby approves the annual renewal request for an Auto Graveyard/Junkyard permit for Prolerized New England Company, LLC., 522 Washington St. North.

Richard S. Whiting, Ward One
Benjamin J. Weisner, Ward Four
Belinda A. Gerry, At Large

Timothy M. Cowan, Ward Two
Leroy G. Walker, Sr., Ward Five
Jeffrey D. Harmon, Mayor

Stephen G. Milks, Ward Three
Adam R. Platz, At Large
Phillip L. Crowell, Jr., City Manager



ORDER 86-09152025

City Council Order

IN CITY COUNCIL

ORDERED, that the City Council hereby approves the annual renewal request for an Auto Graveyard/Junkyard permit for Isadore T. Miller, 79 & 80 Hotel Road.

Richard S. Whiting, Ward One
Benjamin J. Weisner, Ward Four
Belinda A. Gerry, At Large

Timothy M. Cowan, Ward Two
Leroy G. Walker, Sr., Ward Five
Jeffrey D. Harmon, Mayor

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Adam R. Platz, At Large
Phillip L. Crowell, Jr., City Manager

IN COUNCIL MEETING SEPTEMBER 2, 2025, VOL 38 PAGE 45

Mayor Harmon called the meeting to order at 7:00 P.M. in the Council Chambers of Auburn Hall and led the assembly in the salute to the flag. All Councilors were present. Student Representatives were absent.

I. Consent Items

II. Minutes – August 18, 2025 Regular Council Meeting

Councilor Walker moved to accept the minutes, seconded by Councilor Cowan. Motion passed 7-0.

III. Communications, Presentations and Recognitions

Mayor Harmon recognized Auburn resident Richard Morhauser's 100th birthday held on September 1, 2025 and presented Mr. Morhauser with a Key to the City.

IV. Open Session

Stephen Beale, 575 Johnson Rd

V. Unfinished Business

1) ORDINANCE 05-08182025 – Amending Chapter 12, "Housing", to add Article V, "Vacant and Abandoned Buildings". Amended and passed first reading August 18, 2025. Second reading/public hearing. ROLL CALL VOTE. Passage requires majority vote.

Councilor Walker moved for passage, seconded by Councilor Whiting.

Move to amend Sec. 12-281(A) to strike words "consent to" and replace with "arrange for" and strike out entire 3rd and 4th sentences due to redundancy. Seconded by Councilor Whiting. Motion passed 7-0.

Mayor Harmon opened the item for public hearing. No comment.

Motion passed 7-0 on a roll call vote, as amended.

2) ORDINANCE 06-08182025 – Adopting a 180 day moratorium on needle exchange services in the City of Auburn effective August 1, 2025. Passed first reading August 18, 2025. Second reading/public hearing. ROLL CALL VOTE. Passage requires majority vote.

Councilor Walker moved for passage, seconded by Councilor Cowan.

Mayor Harmon opened the item for public hearing. No comment.

Motion passed 7-0 on a roll call vote.

IN COUNCIL MEETING SEPTEMBER 2, 2025, VOL 38 PAGE 46

VI. New Business

3) ORDER 81-09022025 – Amending the City’s Master Fee Schedule, Appendix A, regarding Vacant and Abandoned Buildings. Passage requires majority vote.

Councilor Walker moved for passage, seconded by Councilor Gerry.

Mayor Harmon opened this item for public comment. No comment.

Motion passed 7-0.

VII. Reports

a. **Mayor’s Report** – Mayor Harmon gave an update on the Comp Plan Committee; the inventory analysis document is available on the City’s website. Gave an update on 121 Mill Street and an installation of a fence that was installed last week and has been completed. A follow up Tenant Meeting will occur at Barker Arms next week along with staff from the Community Resource Center. The PAL Center ribbon cutting will occur on Friday, September 5 at 3:30PM at Chestnut St.

b. **City Councilors’ Reports** – Councilor Gerry asked for clarification on the meeting time at Barker Arms. Auburn Housing Authority will be sending notice to residents. Councilor Whiting noted that volunteers are needed for the trails. Councilor Walker shared that on October 26 the United New Auburn Association will be holding a Halloween event for children from 12-2:30pm. Councilor Platz shared that on 9/3 there will be an audit committee meeting.

c. **Student Representative Report** – None.

d. **City Manager Report** – Provided an update on the Property Tax Assistance Program and have issued 145 checks to eligible residents. \$125,913 was the total payout; \$875 was the average amount received per applicant. Thanked city staff for their work.

VIII. Open Session

IX. Executive Session pursuant to 1 M.R.S.A. Section 405(6) (D) for labor negotiations with the Police Command. Requires 3/5 majority vote to enter Executive Session. No action to follow.

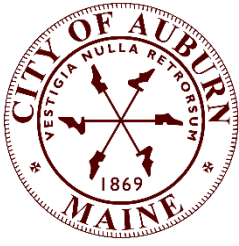
Motion to enter executive session by Councilor Walker at 7:24pm, seconded by Councilor Platz. Motion passed 7-0. Came out of Executive Session at 7:35pm.

X. Adjournment

Councilor Platz moved to adjourn, seconded by Councilor Weisner. Motion passed 7-0, adjourned at 7:35pm.

A TRUE COPY ATTEST

Emily F. Carrington, City Clerk



**City of Auburn
City Council Information Sheet**

Council Workshop or Meeting Date: September 15, 2025

ORDER 87-09152025

Author: Emily F. Carrington, City Clerk

Subject: Cannabis Retail Store License Appeal - 65 Washington St N

Information: The City Council will sit in quasi-judicial capacity to hear a license appeal case in accordance with City Ordinance Sec. 14-662. – *Appeals*. For purpose of the appeal hearing, the City Attorney will be present to guide the City Council on the procedures, as outlined:

1. Introduction of Item. City Attorney explains item and process.
 2. Mayor opens license appeal hearing.
 3. Mayor asks for applicant and/or designated representative to make a presentation and submit evidence in support of the application. (Council may impose time limits but may not be necessary unless presentations become repetitive or off topic.)
 - Questions from the City Council?
 4. Mayor asks City Clerk to present information and evidence in response to the application.
 - Questions from the City Council? [Possibly questions from applicant]
 5. Mayor asks applicant and/or designated representative if s/he has any rebuttal.
 - Questions from the City Council?
 6. Mayor calls for public comment.
 7. Any further questions from the City Council.
 8. Mayor closes the appeal hearing and Council deliberations on the application begin -- at that point, parties have no right to speak or present and if Councilors have further questions of the presenters, the hearing must be re-opened and then re-closed.
 9. Councilors to discuss decision, and after deliberation will: (1) decide whether or not to approve the license previously denied by the city clerk (requires five affirmative votes); and (2) adopt an Order stating the written decision on the appeal with its findings of fact and conclusions of law.
-

City Budgetary Impacts: N/A

Previous Meetings and History: N/A

City Manager Comments: *Phillip Crowell Jr.*

Attachments: N/A



City of Auburn, Maine

Office of Planning & Permitting

Eric Cousens, Director

60 Court Street | Auburn, Maine

04210 www.auburnmaine.gov |

207.333.6601

February 12, 2025

Frank Berenyi
MV Auburn, LLC
68 College Avenue
Waterville, ME 04901

Dear Frank,

As the applicant, you did not show proper title, right or interest in applying for the site plan review approval for the reuse of the existing commercial building located at 65 Washington Street North. The proposal is for a multi-use site that includes storage, office space, and a cannabis retail location and was deemed incomplete by staff. We have discussed the concerns with the site related to its proximity to a school and the inability to meet required setbacks. Knowing that issue exists, if you still wish to pursue the application you will need to provide updated lease/deed/title/right related to MV Auburn, LLC to 65 Washington Street North and your legal ability to apply for permits at the property. As we discussed the deadline for an updated and complete application is March 7, 2025, to meet the deadline for the April 8, 2025 Planning Board meeting.

The proposed cannabis retail operation at 65 Washington Street North (Assessor's Parcel I.D. 220-085) does not meet the setback requirements established in the ordinance under Sec.14-659 (3). Under the City's regulations, marijuana businesses must be located at least 750 feet from the property line of a preexisting public or private school (K-12) or any other educational facility serving children from prekindergarten to grade 12, as defined in 20-A M.R.S.A. § 1. The Spurwink Day Treatment Program, located at 15 Sacred Heart Place, Auburn, ME 04210, operates as a Special Purpose Private School (SPPS) accredited by the Maine Department of Education. Since this facility meets the definition of a school under the ordinance, the proposed cannabis retail operation is ineligible for licensing due to its proximity to Spurwink.

If you continue with the application you should be aware that City staff would need to recommend that the site plan, be denied based on provision in Sec. 60-1304 (2) H. *The proposed development violates provisions of the zoning regulations applicable to the site or other applicable laws, regulations or ordinances.*

Furthermore, additional Division 3, Special Exception applies:

1. Failure to Meet Specific Zoning Ordinance Requirements (Sec. 60-1336(a)(1))

- While the zoning ordinance itself does not include the 750-foot restriction, the site plan and special exception must still comply with all applicable laws and regulations.

- Because the applicant cannot obtain a license due to the licensing regulation, the proposed use cannot be legally established, making the special exception request inherently invalid.

2. Creation of a Safety Hazard (Sec. 60-1336(a)(2))

- The licensing regulation's 750-foot requirement exists for a reason: to prevent potential risks to students and schools.
- The Planning Board could determine that allowing a use that cannot be licensed creates an inherent safety and regulatory hazard, as it would lead to an unusable or non-compliant business.

Given these findings, staff would be required to recommend project denial to the Planning Board.

If the planning board denies the project, the applicant at this point can appeal the decision to the superior court under Sec. 60-1208.

The applicant can apply for a Marijuana license, only if they get approval from the planning board or superior court and if the license is denied the applicant can request an appeal within Sec. 14-662. The appeal must be addressed to the City Clerk.

We recognize these are separate decisions and appeal processes but want to make sure that you have all of the information as you make decisions.

Regards,



John Blais
Deputy Director of Planning and Permitting

Cc: Eric Cousens, Emily Carrington



City of Auburn, Maine

Office of Planning and Permitting

60 Court Street | Auburn, Maine 04210

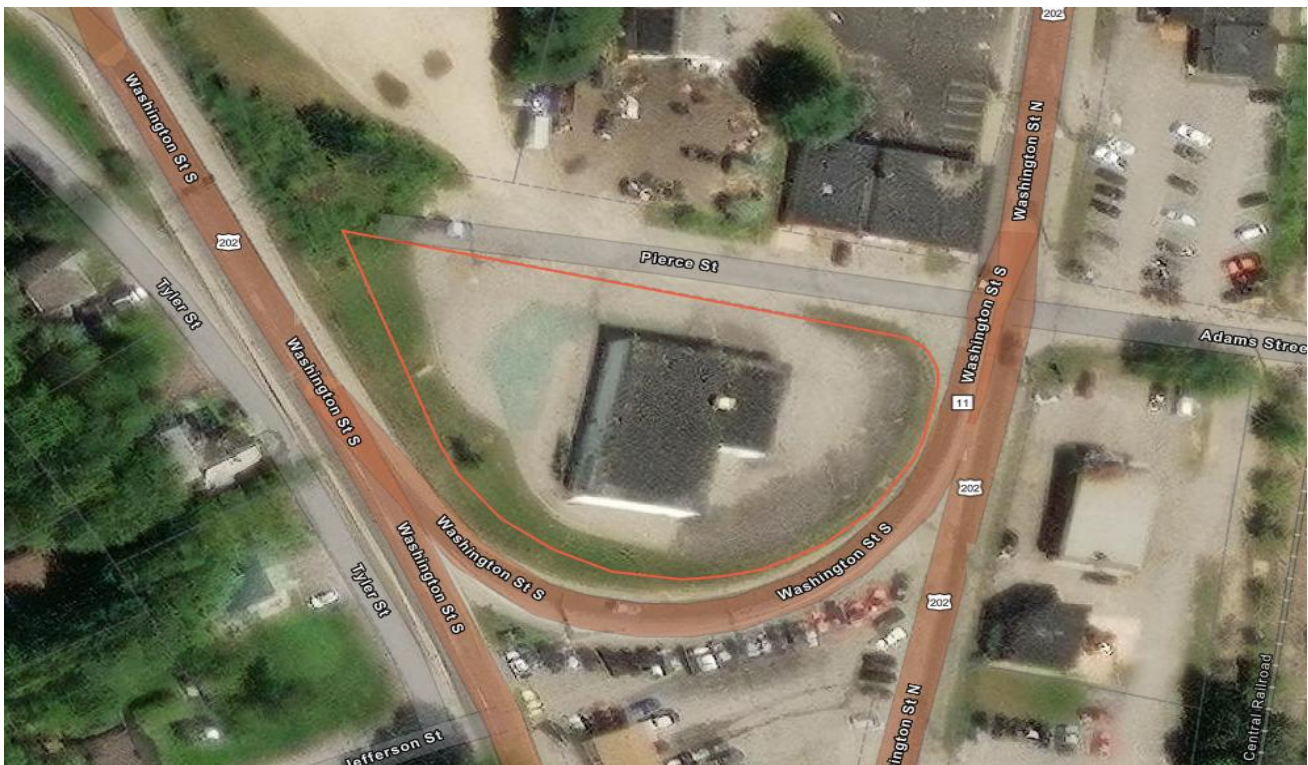
www.auburnmaine.gov | 207.333.6601

To: Auburn Planning Board

From: Natalie Thomsen, Planning Coordinator

Re: MV Auburn Commercial Building: Public Hearing on a site plan review application submitted by Terradyn Consultants LLC on behalf of Frank Berenyi of MV Auburn, LLC, for the reuse of the existing commercial building located at 65 Washington Street North (City Assessor's Parcel I.D. 220-085). The applicant intends to utilize the building and infrastructure for a multi-use site, including storage, office space, and a cannabis retail location. The property is located within the T-5.1 Traditional Neighborhood District

Date: April 08, 2025



I. PROPOSAL

The applicant, Frank Berenyi of MV Auburn, LLC, is seeking Site Plan Review approval for the reuse of the existing commercial building located at 65 Washington Street North, also identified as City Assessor's Parcel I.D. 220-085. The applicant intends to utilize the property for a multi-use site that includes storage, office space, and a cannabis retail location. The site is currently developed and no changes to the existing building footprint are proposed. The property is situated within the T-5.1 Traditional Neighborhood District. The Planning Board should consider this application under Chapter 60, Article XVI, Division 2 – Site Plan Review, and Division 3 – Special Exception of the Auburn Zoning Ordinance.

II. ZONING CONSIDERATIONS

Chapter 60, Article IV, Division 14

The property lies in the **T-5.1 Traditional Neighborhood District**, which allows office uses by right. Storage use must be accessory to an allowed use or use given a Special exception by the Planning Board. The **cannabis retail component**, however, requires **Special Exception approval** and must meet specific **location and setback standards** under **Section 60-1336** and **Section 14-659(3)**.

Per City ordinance, **cannabis businesses must be located at least 750 feet** from the property line of any **preexisting public or private school (K-12)**. For the purposes of this section, "school" includes a public school, private school, or public preschool program as defined in 20-A M.R.S.A. § 1, or any other educational facility that serves children from prekindergarten to grade 12

The **Spurwink Day Treatment Program**, located at **15 Sacred Heart Place**, is a **Special Purpose Private School (SPPS)** accredited by the Maine Department of Education. It qualifies as a school under the ordinance. Based on GIS measurements and staff review, the proposed cannabis retail location at 65 Washington Street North **does not meet the required 750-foot setback** and therefore **cannot be licensed under City ordinance**.

The setback requirements for the T-5.1 District, as specified in Section 60-556, require a minimum front setback of 0 feet and a maximum front setback of 10 feet, with side and rear setbacks ranging from 0 to 5 feet and 10 feet, respectively. The existing building complies with these setback requirements. No site improvements or structural modifications are proposed that would alter this compliance.

The Formed-Based Code districts have no parking requirements for commercial uses. The existing site provides 11 parking spaces, including one designated handicapped space, which is deemed adequate for the proposed uses.

The cannabis retail component is subject to additional regulations under Section 60-1336, which governs the location and operation of cannabis-related businesses. The applicant is required to obtain all necessary state and local licenses prior to commencing retail operations. The proposed retail space will be approximately 800 square feet within the existing building, and no exterior modifications or expansions are planned. The applicant has confirmed that all security and operational requirements will be met in compliance with local and state regulations.

III. PARKING & ACCESS MANAGEMENT

The existing site includes approximately 11 parking spaces, including one designated handicapped space. Parking for retail customers is provided along the front of the building, with additional spaces located along the side and rear of the site for staff and overflow parking. The site is largely paved and can accommodate additional parking if necessary. Access to the property is provided via a large curb cut along Pierce Street, with existing traffic control measures such as large stones limiting vehicular flow in certain areas. The existing site includes an approximately 160-foot curb cut. Per Sec. 60-607 - General provisions and design standards, the applicant will bring the site into compliance by adding curb to reduce the curb cut to a maximum of 32 feet. A traffic impact analysis was conducted using the ITE Trip Generation Handbook, which projects a weekday trip generation of approximately 211 trips, with peak-hour estimates ranging from 11 to 25 trips depending on the time of day.

IV. UTILITIES & INFRASTRUCTURE

The proposed development will utilize existing utility connections for water, sewer, and electricity. The site's prior commercial use ensures that adequate infrastructure is already in place, and no additional load is anticipated. Stormwater management will remain unchanged, with the site continuing to drain towards an existing catch basin near the corner of Pierce Street and Washington Street North. Snow storage will be accommodated along the rear of the property.

V. LANDSCAPING & LIGHTING

No new landscaping is proposed as part of this application, as the site is already fully developed. However, some plantings have been added along the Pierce Street entrance. Existing lighting will remain in place to provide adequate illumination for parking areas and site access. Landscaping is encouraged but shall not extend into any street sidewalk or travel way. Street trees are encouraged. Foundation plantings are encouraged but should be pruned and maintained with enough clearance from the building facade to encourage air circulation. The Planning Board may wish to consider whether additional screening or landscaping measures should be required as a condition of approval.

VI. WAIVERS

As part of the application, the applicant has requested a waiver from the 750-foot setback requirement from a school, specifically referencing the Spurwink Day Treatment Program, a Special Purpose Private School located at 15 Sacred Heart Place.

The applicant has submitted a letter from their attorney making two arguments:

- 1. State Law Compliance:**

The applicant notes that they meet the State of Maine's minimum setback requirement of 500 feet from schools. However, the City of Auburn has adopted a more stringent local standard—750 feet—which it is legally allowed to do under state law. The applicant's compliance with the state minimum does not exempt them from the City's more restrictive ordinance.

- 2. Measurement Dispute:**

The applicant contends that the site is more than 750 feet from the school when measured door-to-door. However, the Auburn ordinance clearly states that setbacks must be measured from property line to property line. The use of door-to-door measurement is only applicable in the context of commercial subdivisions and does not apply to cannabis licensing standards.

It is important to note that the City's ordinance does not include any provisions allowing for a waiver or exception to the 750-foot school setback requirement. Because the setback cannot be waived or reduced under current regulations, and the applicant does not meet this requirement, the application is ineligible for approval.

Staff recommends for the Planning Board to acknowledge the waiver request in the record with the statement below:

"The Planning Board acknowledges the applicant's request for a waiver from the 750-foot separation requirement between marijuana establishments and preexisting schools. However, this requirement is established under Sec. 14-659(3) of the City Ordinance, which states that marijuana businesses must be located at least 750 feet from the property line of any preexisting public or private school serving grades K–12. This section does not provide the Planning Board with any authority to waive or modify this standard. Therefore, the Board cannot take action on the waiver request, as it lies outside the scope of our jurisdiction."

VII. DEPARTMENT REVIEW:

- a. Police** - No comments received.
- b. Auburn Water and Sewer** – No comments received.
- c. Fire Department/Code Enforcement** – No comments received.
- d. Engineering** – No comments received.
- e. Public Services**- No comments received.
- f. Airport** – No comments received.

VII. PLANNING BOARD ACTION –

Sec 60-1304.(2) - A written denial of the application stating the reasons for such denial, upon a finding that:

- a) The provisions for vehicular loading, unloading and parking and for vehicular and pedestrian circulation on the site and onto adjacent public streets will create hazards to safety.
- b) The bulk, location or operation of proposed buildings and structures will be detrimental to and adversely affect the use and values of existing development in the neighborhood or the health or safety of persons residing or working therein.
- c) The provisions for on-site landscaping are inadequate to screen neighboring properties from unsightly features of the development.
- d) The site plan does not adequately provide for the soil and drainage problems which the development may give rise to in accordance with section 60-1301(14).
- e) The provisions for exterior lighting create safety hazards for motorists traveling on adjacent streets, or are inadequate for the safety or occupants or users of the site, or will create a nuisance affecting adjacent properties.
- f) The proposed development will unduly burden off-site sewer drainage or water systems.
- g) The proposed development will create a fire hazard by failing to provide adequate access to the site, or to buildings on the site, for emergency vehicles.
- h) The proposed development violates provisions of the zoning regulations applicable to the site or other applicable laws, regulations or ordinances.
- i) The proposed development will unduly impact the ability to provide municipal services.

Sec. 60-1277. – Objective. In considering a site plan, the Planning Board shall make findings that the development has made provisions for:

- (1) Protection of adjacent areas against detrimental or offensive uses on the site by provision of adequate surface water drainage, buffers against artificial and reflected light, sight, sound, dust and vibration; and preservation of light and air;
- (2) Convenience and safety of vehicular and pedestrian movement within the site and in relation to adjacent areas;
- (3) Adequacy of the methods of disposal for wastes; and
- (4) Protection of environment features on the site and in adjacent areas.

Sec. 60-1336. – As conditions prerequisite to the granting of any special exceptions, the board shall require evidence of the following:

- (1) That the special exception sought fulfills the specific requirements, if any, set forth in the zoning ordinance relative to such exception.
- (2) That the special exception sought will neither create nor aggravate a traffic hazard, a fire hazard or any other safety hazard.

- (3) That the special exception sought will not block or hamper the master development plan pattern of highway circulation or of planned major public or semipublic land acquisition.
- (4) That the exception sought will not alter the essential characteristics of the neighborhood and will not tend to depreciate the value of property adjoining and neighboring the property under application.
- (5) That reasonable provisions have been made for adequate land space, lot width, lot area, stormwater management in accordance with section 60-1301(14), green space, driveway layout, road access, off-street parking, landscaping, building separation, sewage disposal, water supply, fire safety, and where applicable, a plan or contract for perpetual maintenance of all the common green space and clustered off-street parking areas to ensure all such areas will be maintained in a satisfactory manner.
- (6) That the standards imposed are, in all cases, at least as stringent as those elsewhere imposed by the city building code and by the provisions of this chapter.
- (7) That essential city services which will be required for the project are presently available or can be made available without disrupting the city's master development plan.

VIII. STAFF RECOMMENDATIONS –

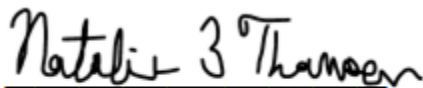
City staff have reviewed the application under the standards of Site Plan Review (Sec. 60-1277) and Special Exception (Sec. 60-1336). While many technical standards have been addressed, the marijuana retail use fails to meet a critical licensing requirement, namely, the required 750-foot setback from a school. As such, staff recommend that the Planning Board deny the application based on the following:

- Sec. 60-1304(2)(H):

“The proposed development violates provisions of the zoning regulations applicable to the site or other applicable laws, regulations, or ordinances.”

Suggested Motion:

I make a motion that the proposal does not meet the requirements of Sections 60-1277 and 60-1336, and move to deny the Site Plan application submitted by Terradyn Consultants LLC on behalf of Frank Berenyi for the reuse of the existing building at 65 Washington Street North. The proposed cannabis retail use fails to comply with the 750-foot school setback requirement, rendering it ineligible for licensure under current City ordinance.



Natalie Thomsen
Planning Coordinator



March 6, 2025,

24-286

Natalie Thomsen
Planning Coordinator
City of Auburn
60 Court Street
Auburn, ME 04210

MV Auburn Commercial Building
Frank Berenyi
65 Washington Street N, Auburn, ME

Dear Natalie,

On Behalf of Frank Berenyi of Marijuanaville (MV) Auburn, LLC, we are pleased to submit the development review application for the 65 Washington Street North property, the applicant intends to utilize the existing building and infrastructure for a multi-use site of storage, office, and medical cannabis retail location. We are requesting to be placed on the agenda for the next available Planning Board meeting.

EXISTING PROJECT SITE

The project site is located at 65 Washington North, where the Rotary meets Pierce Street. The property is on the City of Auburn Tax map 220 as lot 85. The site is located within the T-5.1 neighborhood district and is approximately 0.98 acres in size. The building is classified as commercial with a Land use code 15, Pers/Prof SV. The site is the former Subaru dealership and most recently the home of "The Doggz Inn" dog daycare which was in operation until 2019. It appears that the building has sat vacant since

The project site is already fully developed with a large entrance off of Pierce Street, the building features three large overhead doors, one in the rear of the site one along the frontage of Pierce Street, and the last along the front of the building.

The development is largely paved and drains towards the intersection of Pierce Street and the Rotary.

PROPOSED PROJECT

The Applicant is currently leasing the property and intends to utilize the existing commercial site as is with very minimal changes, only to reduce the entrance to the 32'. The existing commercial building will house offices for 3 employees, storage for general business uses, and will operate approximately a 20'x40' (800 SF) space for medical marijuana sales, for which they will apply for a license prior to operation.

The estimated cost for the curb installation is approximately \$3,000 and the interior renovations will be to just prep and paint the interior floors which is anticipated to be around \$5,000. The applicant had indicated that they have sufficient financial capacity to complete the proposed improvements.

Parking: The existing property has approximately 11 parking spaces. The site will feature 6 parking spaces with 1 handicapped space located along the front of the building for retail customers, and 5 along the rear of the building for additional customer parking if needed and staff parking. The property is largely paved and can support additional parking if needed however, the existing parking is felt to be sufficient for the needs of the business.

Access: There is a large curb cut along Pierce Street to access the property, historically there has been some sort of fencing or barrier placed along the western portion of the entrance to limit the flow of traffic. Currently, there are large stones in place in this area to prevent vehicular traffic, the applicant will formalize this and provide curbing limiting to a maximum of 32 feet.

Daily and peak hour trip generation was determined for the proposed project based on trip tables presented in the tenth edition of the Institute of Transportation Engineers (ITE) "Trip Generation" handbook. The ITE publication provides numerous land use categories and the average volume of trips generated by each category. Site trip estimates for this project are based upon LUC #882-Marijuana Dispensary; Calculations of the total number of trips generated per each corresponding time period are summarized below:

Land Use	Marijuana Dispensary- LUC 882		
Time Period	Size per 1,000 SF	Trip Generation Rate (Trips per Units)	Trips Generated
Weekday	1	211	211
AM Weekday Peak Hour (Street)	1	10.54	11
PM Weekday Peak Hour (Street)	1	18.92	19
AM Weekday Peak Hour (Generator)	1	16.57	17
PM Weekday Peak Hour (Generator)	1	24.57	25
Saturday	1	259.31	259
Saturday Peak Hour	1	28.85	29

It is unknown how many dogs the previous dog daycare could support, without that information, it is difficult to compare traffic flows.

Utilities: The building will utilize the existing utilities at the site, the use of the site is similar to its historical use as a commercial building and will not require any additional loads.

Stormwater Management: The existing impervious cover will be slightly reduced due to the installation of curbing with small island area. Site drainage will be the same as currently exists

and drains towards a catch basin located within the existing parking lot near the corner of Pierce and Washington Street North

Snow Removal: The site will feature adequate snow storage along the rear of the property.

Landscaping & Lighting: Some plantings have been added along the Pierce Street Entrance. The applicant is renting the existing structure which has been in operation as a commercial site as a car dealership and most recently dog daycare, the existing pavement is located very close to the property line along the rotary which limits the space available for additional plantings in that area.

WAIVER REQUEST

The applicant is requesting a waiver from the board to reduce the setback requirements for the licensing of the facility for medical marijuana. The applicant's attorney Brain D. Condon, JR has written a letter in support of the waver which is attached to this letter.

ATTACHMENTS

The following items have been attached:

1. Application Form & Checklist
2. Property Deed & Lease
3. Attorney Letter

CLOSING

The project has been designed to meet the review standards of the City of Auburn's Zoning and Land Use Code. Please do not hesitate to reach out if you have any questions or require additional information.

Sincerely,

TERRADYN CONSULTANTS, LLC



Craig Sweet, P.E.
Project Engineer

Terradyn Consultants, LLC has been retained by the Applicant to act as their agent and to provide all necessary information and documentation for the Board's review and approval of this project. We very much appreciate your time and attention to this matter.

ATTACHMENT 1

Application Form & Checklist



City of Auburn, Maine

Office of Planning & Permitting

Eric J. Cousens, Director

60 Court Street | Auburn, Maine 04210

www.auburnmaine.gov | 207.333.6601

Development Review Application

PROJECT NAME: 65 Washington St North

PROPOSED DEVELOPMENT ADDRESS: 65 Washington ST N , Auburn, ME 04210

PARCEL ID #: 220-85

REVIEW TYPE: Site Plan ☒ Site Plan Amendment ☐
 Subdivision ☐ Subdivision Amendment ☐

PROJECT DESCRIPTION: Please see attached Cover Letter

CONTACT INFORMATION:

Applicant

Name: Frank Berenyi MV Auburn, LLC

Address: 68 College Ave

City / State Waterville, ME

Zip Code 04901

Work #:

Cell #: (207) 509-0808

Fax #:

Home #:

Email:

fberenyi@hotmail.com

Property Owner

Name: Dan Boutin 65 Rotary, LLC

Address: PO BOX 1567

City / State LEWISTON, ME

Zip Code 04241

Work #:

Cell #:

Fax #:

Home #:

Email: cyboutin@yahoo.com

Project Representative Terradyn Consultants, LLC

Name: Craig Sweet, PE

Address: 41 Campus Dr. Suite 301

City / State New Gloucester, ME 04260

Zip Code

Work #: (207) 926-5111

Cell #:

Fax #:

Home #:

Email:

craig@terradyconsultants.com

Other professional representatives for the project (surveyors, engineers, etc.),

Name:

Address:

City / State

Zip Code

Work #:

Cell #:

Fax #:

Home #:

Email:

PROJECT DATA

The following information is required where applicable, in order complete the application

IMPERVIOUS SURFACE AREA/RATIO

Existing Total Impervious Area	33,733	sq. ft.
Proposed Total Paved Area	26,140	sq. ft.
Proposed Total Impervious Area	33,733	sq. ft.
Proposed Impervious Net Change	0	sq. ft.
Impervious surface ratio existing	76.72	% of lot area
Impervious surface ratio proposed	76.72	% of lot area

BUILDING AREA/LOT

COVERAGE

Existing Building Footprint	7,594	sq. ft.
Proposed Building Footprint	7,954	sq. ft.
Proposed Building Footprint Net change	0	sq. ft.
Existing Total Building Floor Area	7,594	sq. ft.
Proposed Total Building Floor Area	7,594	sq. ft.
Proposed Building Floor Area Net Change	0	sq. ft.
New Building	no	(yes or no)
Building Area/Lot coverage existing	17	% of lot area
Building Area/Lot coverage proposed	17	% of lot area

ZONING

Existing	T-5.1
Proposed, if applicable	N/A

LAND USE

Existing	Commercial
Proposed	comercial

RESIDENTIAL, IF APPLICABLE

Existing Number of Residential Units	0
Proposed Number of Residential Units	0
Subdivision, Proposed Number of Lots	N/A

PARKING SPACES

Existing Number of Parking Spaces	6
Proposed Number of Parking Spaces	6
Number of Handicapped Parking Spaces	1
Proposed Total Parking Spaces	1

ESTIMATED COST OF PROJECT: \$8,000, Applicant intends to utilize site as existing

DELEGATED REVIEW AUTHORITY CHECKLIST

SITE LOCATION OF DEVELOPMENT AND STORMWATER MANAGEMENT

Existing Impervious Area	33,733	sq. ft.
Proposed Disturbed Area	0	sq. ft.
Proposed Impervious Area	33,733, no change	sq. ft.

1. If the proposed disturbance is greater than one acre, then the applicant shall apply for a Maine Construction General Permit (MCGP) with MDEP.
2. If the proposed impervious area is greater than one acre including any impervious area crated since 11/16/05, then the applicant shall apply for a MDEP Stormwater Management Permit, Chapter 500, with the City.
3. If total impervious area (including structures, pavement, etc) is greater than 3 acres since 1971 but less than 7 acres, then the applicant shall apply for a Site Location of Development Permit with the City. If more than 7 acres then the application shall be made to MDEP unless determined otherwise.
4. If the development is a subdivision of more than 20 acres but less than 100 acres then the applicant shall apply for a Site Location of Development Permit with the City. If more than 100 acres then the application shall be made to MDEP unless determined otherwise.

TRAFFIC ESTIMATE

Total traffic estimated in the peak hour-existing _____ 20-30 _____ passenger car equivalents (PCE)
(Since July 1, 1997)

Total traffic estimated in the peak hour-proposed (Since July 1, 1997) _____ 25 _____ passenger car equivalents (PCE)
If the proposed increase in traffic exceeds 100 one-way trips in the peak hour then a traffic movement permit will be required.

Zoning Summary

1. Property is located in the T-5.1 zoning district.
2. Parcel Area: 0.98 acres / 42,688 square feet(sf).

Regulations	Required/Allowed	Provided
Min Lot Area	N/A	/ 0.98 ac
Street Frontage	24'-160'	/ N/A
Min Front Yard	0'-10'	/ N/A
Min Rear Yard	10'	/ N/A'
Min Side Yard	0-5'	/ N/A'
Max. Building Height	2-4 story	/ 1 Story-existing
Use Designation	commercial	/ commercial
Parking Requirement	1 space/ per	
Total Parking:	no min	/ 6
Overlay zoning districts (if any):	None	/
Urban impaired stream watershed?	YES/NO If yes, watershed name _____	

DEVELOPMENT REVIEW APPLICATION SUBMISSION

Submissions shall include fifteen (15) complete packets containing the following materials:

1. 5 Full size plans and 10 smaller (no larger than 11" x 17") plans containing the information found in the attached sample plan checklist.
2. Application form that is completed and signed by the property owner or designated representative.
(NOTE: All applications will be reviewed by staff and any incomplete application will not be accepted until all deficiencies are corrected.
3. Cover letter stating the nature of the project.
4. All written submittals including evidence of right, title and interest.
5. Copy of the checklist completed for the proposal listing the material contained in the submitted application.

Refer to the application checklist for a detailed list of submittal requirements.

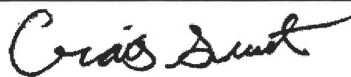
To view the City of Auburn Zoning Ordinance, go to:

www.auburnmaine.gov under City Departments / Planning, Permitting & Code / Subdivisions / Land Use / [Zoning Ordinance](#)

I hereby certify that I am the Owner of record of the named property, or that the owner of record authorizes the proposed work and that I have been authorized by the owner to make this application as his/her authorized agent. I agree to conform to all applicable laws of this jurisdiction. In addition, I certify that the City's authorized representative shall have the authority to enter all areas covered by this permit at any reasonable hour to enforce the provisions of the codes applicable to this permit.

This application is for development review only; a Performance Guarantee, Inspection Fee, Building Permit Application and other associated fees and permits will be required prior to construction.

Signature of Applicant:



Date:

March 6, 2025



City of Auburn, Maine

Office of Planning & Permitting

Eric J. Cousens, Director

60 Court Street | Auburn, Maine 04210

www.auburnmaine.gov | 207.333.6601

Development Review Checklist

The following information is required where applicable to be submitted for an application to be complete

PROJECT NAME: MV Auburn

PROPOSED DEVELOPMENT ADDRESS: 65 Washington Street North

PARCEL #: 220 Lot 85

Required Information		Check when Submitted		Applicable Ordinance
		Applicant	Staff	
Site Plan				
	Owner's Names/Address	X		
	Names of Development	X		
	Professionally Prepared Plan	X		
	Tax Map or Street/Parcel Number	X		
	Zoning of Property	X		
	Distance to Property Lines	X		
	Boundaries of Abutting land	X		
	Show Setbacks, Yards and Buffers	X		
	Airport Area of Influence	N/A		
	Parking Space Calcs	X		
	Drive Openings/Locations	X		
	Subdivision Restrictions	N/A		
	Proposed Use	X		
	PB/BOA/Other Restrictions	N/A		
	Fire Department Review	N/A		
	Open Space/Lot Coverage	N/A		

<i>Required Information</i>		<i>Check when Submitted</i>		<i>Applicable Ordinance</i>
Landscape Plan		<i>Applicant</i>	<i>Staff</i>	
	Greenspace Requirements	N/A		
	Setbacks to Parking	N/A		
	Buffer Requirements	N/A		
	Street Tree Requirements	N/A		
	Screened Dumpsters	N/A		
	Additional Design Guidelines	N/A		
	Planting Schedule	N/A		
Stormwater & Erosion Control Plan		<i>Applicant</i>	<i>Staff</i>	
	Compliance w/ chapter 500	N/A		
	Show Existing Surface Drainage	X		
	Direction of Flow	X		
	Location of Catch Basins, etc.	X		
	Drainage Calculations	N/A		
	Erosion Control Measures	N/A		
	Maine Construction General Permit	N/A		
	Bonding and Inspection Fees	N/A		
	Post-Construction Stormwater Plan	N/A		
	Inspection/monitoring requirements	N/A		
Lighting Plan		<i>Applicant</i>	<i>Staff</i>	
	Full cut-off fixtures			
	Meets Parking Lot Requirements	X		
Traffic Information		<i>Applicant</i>	<i>Staff</i>	
	Access Management	X		
	Signage	X		
	PCE - Trips in Peak Hour	X		

Required Information		Check when Submitted		Applicable Ordinance
Technical & Financial Capacity		Applicant	Staff	
	Cost Est./Financial Capacity	X		
	Performance Guarantee	N/A		
State Subdivision Law		Applicant	Staff	
	Verify/Check	N/A		
	Covenants/Deed Restrictions	N/A		
	Offers of Conveyance to City	N/A		
	Association Documents	N/A		
	Location of Proposed Streets & Sidewalks	N/A		
	Proposed Lot Lines, etc.	N/A		
	Data to Determine Lots, etc.	N/A		
	Subdivision Lots/Blocks	N/A		
	Specified Dedication of Land	N/A		
Additional Subdivision Standards		Applicant	Staff	
	Mobile Home Parks	N/A		
	PUD	N/A		
A JPEG or PDF of the proposed site plan		Applicant	Staff	
Final sets of the approved plans shall be submitted digitally to the City, on a CD or DVD, in AutoCAD format R 14 or greater, along with PDF images of the plans for archiving				

ATTACHMENT 2

Property Deed & Lease

NOT
AN
OFFICIAL
COPY
WARRANTY DEED
AN
OFFICIAL
COPY

65 Washington Street, LLC, a Maine Limited Liability Company with a mailing address at 867 Center Street, Auburn, Maine 04210, grants to **65 Rotary LLC**, a Maine Limited Liability Company with a mailing address at 1023 Littlefield Road, Sebastes, Maine 04280, with **Warranty Covenants**, a certain lot or parcel of land, together with any buildings situated thereon, located in **Auburn**, County of **Androscoggin**, and State of **Maine**, as more fully described in Exhibit "A" attached hereto and made a part hereof.

In Witness Whereof, the undersigned has hereunto set its hand and seal effective this

11th day of August, 2008.

Witness:



65 Washington Street, LLC


By: 
Derek Dube, Its Member

STATE OF MAINE
ANDROSCOGGIN, SS.

August 11, 2008

Then personally appeared before me the above-named **Derek Dube** in his aforesaid capacity as Member of **65 Rotary LLC**, and acknowledged the foregoing instrument to be his free act and deed in his capacity and the free act and deed of said Company.

Before me,



Notary Public/Attorney-At-Law
Print Name: Paul R. Gosselin
My Commission Expires: _____

MAINE REAL ESTATE
TRANSFER TAX PAID

NOT
AN
OFFICIAL
COPY

EXHIBIT "A"

NOT
AN
OFFICIAL
COPY

A certain lot or parcel of land situated in Auburn, County of Androscoggin, State of Maine bounded and described as follows:

Bounded on the easterly side by a public way known as Washington Street;

Bounded on the southerly side by a public way known as Jefferson Street;

Bounded on the westerly side by First Avenue; and

Bounded on the northerly side by Adams Street;

Excepting and reserving from the above described premises that portion taken by the Maine State Highway Commission by its Notice of Taking dated June 5, 1957 and recorded in the Androscoggin County Registry of Deeds in Book 761, Page 148.

Being a portion of the same premises conveyed to Westminster Associates, LLC by Quitclaim Deed with Covenant of Westminster Associates, a Maine General Partnership, dated April 28, 2005 and recorded in the Androscoggin County Registry of Deeds in Book 6316, Page 204.

Being the same premises conveyed to 65 Washington Street, LLC by Warranty Deed of Westminster Associates, LLC, dated August 9, 2007 and recorded in the Androscoggin County Registry of Deeds in Book 7227, Page 116.

ANDROSCOGGIN COUNTY
Tina R. Chaudard
REGISTER OF DEEDS

COMMERCIAL LEASE (NNN/NET LEASE)

1. PARTIES

65 Washington St LLC, with a mailing address of
PO BOX 1567, Lewiston, ME 04241 ("LANDLORD"), hereby leases to
Marijuanaville, with a mailing address of
68 College Ave, Waterville, ME 04901 ("TENANT"), and TENANT hereby
leases from LANDLORD the following defined premises:

2. LEASED PREMISES

("Leased Premises")

A. DEMISED PREMISES

The Leased Premises are deemed to contain 8000 +/- square feet. The Leased Premises are located at 65 Washington Ave, Auburn, ME 04240. The Leased Premises shall include the right to use, in common with others entitled thereto, the hallways, stairways, and elevators, necessary for access to said Leased Premises, and lavatories nearest thereto. The Leased Premises are accepted in "as is" condition except as specifically set forth to the contrary in this Lease. TENANT acknowledges that: (a) LANDLORD has made no representations, and TENANT is not relying on any representations, about the Leased Premises, their suitability for any particular use and/or the physical condition thereof; and (b) that TENANT has conducted its own due diligence inquiries with respect to the Leased Premises and is satisfied with the results thereof.

B. PARKING

- Unassigned Parking. During the term of this Lease and for the payment of additional monthly rent to LANDLORD in the amount of _____ Dollars (\$ N/A) per parking space, which additional rent shall be due each month along with payment of base rent, TENANT also shall have the right, in common with LANDLORD and others, to use up to _____ () [NONE IF LEFT BLANK] undesignated parking spaces in the parking lot located at _____. Except as otherwise specified in this Lease, LANDLORD makes no representation, warranty, or guarantee to TENANT that all or any number of said parking spaces will be reserved or available at any given time.
- Assigned/Reserved Parking. During the term of this Lease and for the payment of additional monthly rent to LANDLORD in the amount of _____ Dollars (\$ N/A) per parking space, which additional rent shall be due each month along with payment of base rent, TENANT also shall have the right to use _____ (ALL) [NONE IF LEFT BLANK] designated and reserved parking spaces in the parking lot located at _____. The parking spaces assigned to TENANT within said parking lot pursuant to this Section are more particularly described as follows:
Parking areas, in its entirety, surrounding the leased building

3. TERM

The term of this Lease shall be for Five (5) years, unless sooner terminated as herein provided, commencing on January 1, 2025 (the "Commencement Date") and ending on December 31, 2029. LANDLORD shall deliver possession of the Leased Premises to TENANT on or before January 1, 2025. All of TENANT's obligations under this Lease shall commence upon delivery of possession of the Leased Premises, except for those obligations that expressly commence on the Commencement Date.

4. RENT

Commencing on the Commencement Date, TENANT shall pay to LANDLORD the following base rent:

<u>Lease Year:</u>	<u>Annual Base Rent (NNN):</u>	<u>Monthly Rent (NNN):</u>
Year 1	\$ <u>60,000.00</u> /year	\$ <u>6,000.00</u> /month
Year 2	\$ <u>78,000.00</u> /year	\$ <u>6,500.00</u> /month
Year 3	\$ <u>84,000.00</u> /year	\$ <u>7,000.00</u> /month
Year 4	\$ <u>84,000.00</u> /year	\$ <u>7,000.00</u> /month
Year 5	\$ <u>84,000.00</u> /year	\$ <u>7,000.00</u> /month
Year 6	\$ _____ /year	\$ _____ /month
Year 7	\$ _____ /year	\$ _____ /month
Year 8	\$ _____ /year	\$ _____ /month
Year 9	\$ _____ /year	\$ _____ /month
Year 10	\$ _____ /year	\$ _____ /month

Tenant's Initials

Landlord's Initials

payable in advance in equal monthly installments on the first day of each month during the term of this Lease, without deduction or setoff. Said base rent shall be prorated for portions of a calendar month at the beginning or end of said Lease term.

All payments of base rent and other amounts due to LANDLORD pursuant to this Lease are to be made to LANDLORD or to such agent and at such place as LANDLORD shall from time to time in writing designate, the following being now so designated: PO BOX 1567, Lewiston ME 04241. If TENANT does not pay base rent, supplemental and additional rents, or other fees and charges when due pursuant to the term of this Lease, then LANDLORD, in its sole discretion, may charge, in addition to any other remedies it may have, a late charge for each month or part thereof that TENANT fails to pay the amount due after the due date. The late charge shall be equal to four percent (4%) of the amount due LANDLORD each month in addition to the rent then due.

5. ~~RENEWAL~~
OPTION

So long as TENANT is not in default of this Lease at the time of exercise of TENANT's renewal option, TENANT shall have the option to renew this Lease for _____ (_____) term(s) of _____ (_____) year(s). In order to exercise TENANT's option, TENANT shall notify LANDLORD in writing of its intention to exercise its option no later than _____ (_____) days prior to the end of the then-current Lease term, said renewal to be upon the same terms and conditions set forth in this Lease except for base rent, which shall be as follows:

FIRST RENEWAL TERM:

<u>Lease Year:</u>	<u>Annual Base Rent (NNN):</u>	<u>Monthly Rent (NNN):</u>
Year 1	\$ _____ /year	\$ _____ /month
Year 2	\$ _____ /year	\$ _____ /month
Year 3	\$ _____ /year	\$ _____ /month
Year 4	\$ _____ /year	\$ _____ /month
Year 5	\$ _____ /year	\$ _____ /month

SECOND RENEWAL TERM:

<u>Lease Year:</u>	<u>Annual Base Rent (NNN):</u>	<u>Monthly Rent (NNN):</u>
Year 1	\$ _____ /year	\$ _____ /month
Year 2	\$ _____ /year	\$ _____ /month
Year 3	\$ _____ /year	\$ _____ /month
Year 4	\$ _____ /year	\$ _____ /month
Year 5	\$ _____ /year	\$ _____ /month

In the event that TENANT fails to perform its obligations under this Article, the option shall be deemed not to have been exercised.

6. SECURITY
DEPOSIT

Upon execution of this Lease, TENANT shall pay to LANDLORD the amount of ~~Six Thousand, Five Hundred~~ Dollars (\$ ~~6,500.00~~) ("Security Deposit"), which shall be held as a security for TENANT's performance as herein provided. LANDLORD, at its option and at any time, may use the Security Deposit in whole or in part to cure any default of TENANT hereunder. LANDLORD shall promptly notify TENANT of any such use of the Security Deposit. TENANT shall immediately replenish the Security Deposit to its full amount any time that all or any portion thereof is applied or used by LANDLORD to cure any default of TENANT hereunder. Any unused portion of the Security Deposit shall be refunded to TENANT without interest at the end of this Lease provided that TENANT has satisfactorily complied with the terms and conditions of this Lease.

Tenant's Initials

Landlord's Initials

7. RENT
ADJUSTMENT

A. TAXES

Commencing on the Commencement Date, TENANT shall pay to LANDLORD as additional rent hereunder, in accordance with subparagraph C of this Article, One Hundred percent (100.000 %) of all real estate taxes on the land and buildings of which the Leased Premises are a part for each year of the term of this Lease and any extension or renewal thereof, and a prorated amount thereof for any part of a fiscal year in which this Lease commences or ends. If LANDLORD obtains an abatement of any such real estate taxes, a proportionate share of such abatement, less the reasonable fees and costs incurred in obtaining the same, if any, shall be refunded to TENANT.

B. OPERATING
COSTS

Commencing on Commencement Date, TENANT shall pay to LANDLORD as additional rent hereunder, in accordance with subparagraph C of this Article, One Hundred percent (100.000 %) of all "operating expenses" for each year of the Lease term and any extension or renewal thereof, and a prorated amount thereof for any part of any fiscal year in which this Lease commences or ends. "Operating expenses" are defined for the purposes of this Lease as the operating expenses per annum of the building and its appurtenances and all exterior areas, yards, plazas, sidewalks, landscaping, parking areas, and the like then (i.e., as of the last day of the relevant calendar year) located outside of the building but related thereto and the parcels of land on which they are located (said building appurtenances, exterior areas, and land hereinafter referred to in total as the "Property"). Operating expenses include, but are not limited to: (i) all costs of furnishing electricity, heat, air conditioning, water and sewer and other utility services and facilities to the Property; (ii) all costs of any insurance carried by LANDLORD related to the Property; (iii) all costs for common area cleaning and janitorial services; (iv) all costs of maintaining the Property including the operation and repair of heating and air conditioning equipment and any other common building equipment, non-capital roof repairs and all other repairs, improvements and replacements required by law or necessary to keep the Property in a well maintained condition; (v) all costs of snow and ice removal, landscaping and grounds care; (vi) all other costs of the management of the Property, including, without limitation property management fees; and (vii) all other reasonable costs relating directly to the ownership, operation, maintenance and management of the Property by LANDLORD.

C. PAYMENT
OF RENT
ADJUST-
MENTS

During each year of the term of this Lease and any extension or renewal thereof, TENANT shall pay to LANDLORD, as additional rent hereunder, TENANT's share of real estate taxes and operating expenses for the then-current year in accordance with this Article. TENANT shall pay such additional rent in advance in equal monthly payments along with TENANT's monthly base rent payments. Such monthly additional rent payments under this Article shall be equal to one twelfth (1/12) of TENANT's estimated annual share of such real estate taxes and operating expenses for the current year, based on LANDLORD's reasonable estimate thereof as set forth in a written statement delivered to TENANT (i) on or prior to the Commencement Date, for the calendar year in which this Lease commences, and (ii) thereafter, no later than thirty (30) days prior to the beginning of each year of the term of this Lease and any extension or renewal thereof.

Within one hundred and twenty (120) days after the end of each calendar year, LANDLORD shall deliver to TENANT a statement showing the actual amount of such real estate taxes and operating expenses and TENANT's share of the same. In the event that TENANT does not object to such statement in writing within ninety (90) days of receipt of same, such statement shall be deemed accurate. Upon written request by TENANT to LANDLORD made within said ninety (90) day period, LANDLORD shall provide to TENANT reasonable supporting documentation for any item of expense on such statement objected to by TENANT. TENANT shall, within thirty (30) days after delivery of the annual reconciliation statement, pay to LANDLORD, as additional rent, the difference between TENANT's share of the actual real estate taxes and operating expenses for the relevant year and the amount of any estimated payments in respect thereof made by TENANT for the relevant year. If the estimated payments made by TENANT for the relevant year exceed TENANT's actual share of such real estate taxes and/or operating expenses, then the excess shall be applied to the next year's monthly payments for estimated real estate taxes and operating expenses under this Article, or refunded to TENANT at the expiration of this Lease subject to TENANT's compliance with the terms and conditions hereof.

E

[Signature]

8. UTILITIES

TENANT shall pay, as they become due, all bills for electricity and other utilities (whether they are used for furnishing heat or other purposes) that are furnished to the Leased Premises, whether separately metered or billed back by LANDLORD to TENANT on a pro rata share basis, all bills for fuel furnished to a separate tank servicing the Leased Premises exclusively, and all charges for telephone or other communication systems used at and supplied to the Leased Premises. LANDLORD agrees to furnish water for ordinary drinking, cleaning, lavatory and toilet facilities and reasonable heat and air conditioning, if installed as part of the structure of the building of which the Leased Premises are a part (except to the extent that the same are furnished through separately metered utilities or separate fuel tanks as set forth above) so as to maintain the Leased Premises and common areas of the building at comfortable levels during normal business hours on regular business days of the heating and air conditioning seasons of each year, to furnish elevator service, if installed as a part of the structure of the building, and to light passageways and stairways during business hours, and to furnish such cleaning service as is customary in similar building in said city or town, all subject to interruption due to any accident, to the making of repairs, alterations or improvements, to labor difficulties, to trouble in obtaining fuel, electricity, service or supplies from the sources from which they are usually obtained for said building, or to any cause beyond LANDLORD's control.

LANDLORD shall have no obligation to provide utilities or equipment other than the utilities and equipment within the Leased Premises as of the commencement date of this Lease. In the event TENANT requires additional utilities or equipment, the installation and maintenance thereof shall be TENANT's sole obligation, provided that such installation shall be subject to the written consent of LANDLORD.

9. USE OF LEASED PREMISES

TENANT shall use the Leased Premises only for the purpose of: Marijuana Retail & Grow Operation. Neither LANDLORD nor LANDLORD's BROKER have made any representations to TENANT regarding the uses of the Leased Premises allowed under applicable law or other restrictions of record, and TENANT acknowledges and agrees that TENANT assumes all responsibility and risk for investigating the same.

10. COMPLIANCE WITH LAWS

TENANT agrees to conform to the following provisions during the entire term of this Lease and any extensions and renewals hereof: (i) TENANT shall not injure or deface the Leased Premises, the building, or any portion of the Property; (ii) No auction sale, inflammable fluids, chemicals, nuisance, or objectionable noise or odor shall be permitted on the Leased Premises or any portion of the Property; (iii) TENANT shall not permit the use of the Leased Premises or any portion of the Property for any purpose other than set forth herein or any use thereof which is improper, offensive, contrary to law or ordinance, or liable to invalidate or increase the premiums for any insurance on the Leased Premises, the building and its contents, or any portion of the Property, or liable to render necessary any alterations or additions to the building or the Property; and (iv) TENANT shall not obstruct in any manner any portion of the building or the Property not hereby demised or the sidewalks or approaches to said building or any inside or outside windows or doors. TENANT shall observe and comply with all codes, ordinances, laws, regulations, and other governmental or quasi-governmental orders or inspections affecting TENANT, the Leased Premises, the Property and/or TENANT's use thereof, and all reasonable rules and security regulations now or hereafter made by LANDLORD for the care and use of the Leased Premises, the building, and the Property. TENANT agrees to keep the Leased Premises equipped with all safety appliances and make all accessibility alterations, improvements or installations to the building, and/or accommodations in TENANT's use thereof, as are required by law or any public authority as a result of TENANT's use or occupancy of the Leased Premises or TENANT's alterations or additions thereto, which alterations, improvements and installations shall be subject to LANDLORD's written consent as provided in this Lease.

11. MAINTENANCE

A. TENANT'S OBLIGATIONS

TENANT acknowledges by entry thereupon that the Leased Premises are in good and satisfactory order, repair, and condition, and covenants during the Lease term and such further time as TENANT holds any part of the Leased Premises to keep said Leased Premises (including without limitation windows, doors and systems exclusively serving the Leased Premises) in as good order, repair and condition as the same are in at the commencement of the Lease term, or may be put in thereafter, damage by fire or unavoidable casualty and reasonable use and wear only excepted. Notwithstanding anything to the contrary herein, if TENANT has leased ground floor space, TENANT covenants to keep all plate glass windows appurtenant to the Leased

Tenant's Initials

Landlord's Initials

Premises in good repair and condition and to carry adequate insurance to provide for the replacement of any such plate glass which is damaged or destroyed. Notwithstanding anything to the contrary herein, TENANT shall be responsible for the expense of any and all maintenance and repairs to the Leased Premises, the building, and the Property arising out of the negligence or willful misconduct of TENANT or any of its employees, contractors, agents, customers, or invitees, and TENANT shall pay all such amounts promptly upon request by LANDLORD.

B. LANDLORD'S OBLIGATIONS

LANDLORD agrees to maintain and repair the roof, exterior walls and structure of the building of which the Leased Premises are a part, building systems not exclusively serving the Leased Premises, and the common areas of the building of which the Leased Premises are a part, in the same condition as they are at the commencement of the Lease term or as it may be put in during the term of this Lease, excepting only reasonable wear and tear, damage by fire and other casualty, and any damage arising from the negligence or willful misconduct of TENANT or any of its employees, contractors, agents, customers, or invitees.

12. ALTERATIONS- ADDITIONS

TENANT shall not make any alterations or additions to the Leased Premises, the building or the Property, or permit the making of any holes in any part of said building (except nail holes for hanging art), or paint or place any signs, drapes, curtains, shades, awnings, aerials or flagpoles or the like, or permit anyone except TENANT to use any part of the Leased Premises for desk space for mailing privileges without on each occasion obtaining prior written consent of LANDLORD. TENANT may install signs of the following dimensions in the following locations, which signs shall be installed at TENANT's sole expense, in compliance with all applicable laws and ordinances, and in compliance with LANDLORD's sign standards attached hereto:

[NONE IF LEFT BLANK]. TENANT shall not suffer or permit any lien of any nature or description to be placed against the building, the Leased Premises, the Property or any portion thereof. In the case of any such lien attaching, TENANT shall immediately pay and remove the same; provided, that this provision shall not be interpreted as meaning that TENANT has any authority or power to permit any lien of any nature or description to attach or to be placed upon LANDLORD's title or interest in the building, the Leased Premises, the Property or any portion thereof.

13. ASSIGNMENT- SUBLEASING

TENANT shall not by operation of law or otherwise, assign, mortgage or encumber this Lease, or sublet or permit the Leased Premises or any part thereof to be used by others, without LANDLORD's prior express written consent in each instance [which consent shall not be unreasonably withheld] (~~cross out if not applicable~~). In any case where LANDLORD shall consent to such assignment or subletting, TENANT named herein shall remain fully liable for the obligations of TENANT hereunder, including, without limitation, the obligation to pay rent and other amounts provided under this Lease. For purposes of this Lease, the sale of controlling interest in the stock of a corporate TENANT, sale of the controlling membership interest in an LLC or similar entity, or the change of a general partner of a partnership TENANT shall constitute an assignment of this Lease.

14. SUBORDINATION AND QUIET ENJOYMENT

This Lease automatically shall be subject and subordinate to any and all mortgages, deeds of trust and other instruments in the nature of a mortgage, that are now or at any time hereafter a lien or liens on the Property, and TENANT shall, within ten (10) days after they are requested, promptly execute and deliver such written instruments as shall be necessary to show the subordination of this Lease to said mortgages, deeds of trust or other such instruments in the nature of a mortgage. Provided TENANT performs all of its obligations and complies with all terms and conditions set forth in this Lease, TENANT shall be entitled to the quiet enjoyment of the Leased Premises; provided, that TENANT covenants that it holds the Premises subject to all easements, covenants and other matters of record, and agrees to abide by same to the extent the same affect the Leased Premises. TENANT agrees to sign within ten (10) days after they are requested, such estoppel certificates as are requested by LANDLORD or LANDLORD's lender.

15. LANDLORD'S ACCESS

LANDLORD or agents of LANDLORD may, at all reasonable times during the term of this Lease, enter the Leased Premises; (i) to examine the Leased Premises and, if LANDLORD shall so elect, to make any repairs or additions LANDLORD may deem necessary and, at TENANT's expense, to remove any alterations, additions, signs, drapes, curtains, shades, awnings, aerials or flagpoles, or the like, not consented to by LANDLORD in writing; (ii) to show the Leased Premises to prospective purchasers and mortgagees; and (iii) to show the Leased Premises to prospective tenants during the Three (3) months preceding the

expiration of this Lease. LANDLORD reserves the right at any time within Three (3) months before the expiration of this Lease to affix to any suitable part of the Leased Premises a notice for leasing the Leased Premises and to keep the signage affixed without hindrance or molestation. LANDLORD also reserves the right at any time to affix to any suitable part of the Leased Premises a notice for selling the Leased Premises or property of which the Leased Premises are a part and to keep the signage affixed without hindrance or molestation.

16. INDEMNIFICATION AND LIABILITY

A. TENANT'S INDEMNIFICATION

TENANT will defend and indemnify LANDLORD and its owners, employees, agents and management company for, and save them harmless from, any and all injury, loss, claim, damage, liability and expense (including reasonable attorneys' fees) in connection with loss of life, personal injury, or damage to property or business, arising from, related to, or in connection with the occupancy or use by TENANT of the Leased Premises or any part of the Property, or occasioned wholly or in part by any act or omission of TENANT, its contractors, subcontractors, subtenants, licensees invitees, customers or concessionaires, or its or their respective owners, agents, servants or employees while on or about the Leased Premises or the Property; provided, that the foregoing indemnification obligation shall not apply to any injury, loss, claim, damage, liability, and expense caused solely by the negligence or willful conduct of LANDLORD. TENANT shall pay all expenses, including reasonable attorneys' fees, incurred by LANDLORD in successfully enforcing any obligation, covenant, or agreement of this Lease or resulting from TENANT's breach of any provisions of this Lease (including without limitation any attorneys' fees incurred to monitor or intervene in any bankruptcy proceeding involving TENANT), or TENANT's breach of the provisions of any document, settlement or other agreement related to this Lease. TENANT agrees not to assert immunity under workers' compensation laws as a defense to the enforcement by LANDLORD of the foregoing indemnity. The provisions of this Article shall survive the termination or earlier expiration of the term of this Lease. Except as set forth in subparagraph B of this Article, and without limitation of any other provision herein, neither LANDLORD, its owners, employees, agents or management company shall be liable for, and TENANT hereby releases such persons from all claims for, any loss of life or injuries to any person, or damages to property or business, sustained by TENANT or any person claiming through TENANT due to the building, the Property or any part thereof (including the Leased Premises), or any appurtenances thereof, being in need of repair or due to the happening of any accident in or about the Leased Premises or the Property, or due to any act or negligence by TENANT or of any owner, agent, employee, customer, invitee or visitor of TENANT. Without limitation, this provision shall apply to injuries and damage caused by nature, rain, snow, ice, wind, frost, water, steam, gas or odors in any form or by the bursting or leaking of windows, doors, walls, ceilings, floors, pipes, gutters, or other fixtures; and to damage caused to fixtures, furniture, equipment and the like situated at the Leased Premises, whether owned by TENANT or others.

B. LANDLORD'S INDEMNIFICATION

LANDLORD will defend and indemnify TENANT and its owners, employees, and agents for, and save them harmless from, any and all injury, loss, claim, damage, liability, and expense (including reasonable attorneys' fees) in connection with loss of life, personal injury, or damage to property or business caused solely by the gross negligence or willful misconduct of LANDLORD.

17. TENANT'S LIABILITY INSURANCE

TENANT shall (i) insure TENANT and LANDLORD, as an additional named insured, with commercial general liability coverage, on an occurrence basis and in such amounts and with such Maine-admitted companies and against such risks as LANDLORD shall reasonably require and approve, but in amounts not less than Two Million Dollars (\$ 2,000,000.00) combined single limit, with deductibles of not more than \$5,000 per occurrence, and (ii) insure LANDLORD and TENANT, as their interests appear, against loss of the contents and improvements of the Leased Premises under standard Maine all risk perils form, or its equivalent, in such amounts and with such Maine admitted companies as LANDLORD shall reasonably require and approve, with waiver of subrogation if such waiver can be obtained without charge. TENANT shall deposit with LANDLORD certificates for such insurance at or prior to the commencement of the term, and thereafter within thirty (30) days prior to the expiration of any such policies, and TENANT promptly shall deliver to LANDLORD complete copies of TENANT's insurance policies upon request from LANDLORD. All of the foregoing insurance policies shall provide that such policies shall not be cancelled without at least thirty (30) days prior written notice to each insured named therein. TENANT shall list LANDLORD as an additional named insured or loss payee, as the case may be, in all policies required by this Article.

18. FIRE
CASUALTY -
EMINENT
DOMAIN

Should a substantial portion of the Leased Premises, or of the Property, be damaged by fire or other casualty, or be taken by eminent domain, LANDLORD may elect to terminate this Lease. When such fire, casualty, or taking renders the Leased Premises unfit for use and occupation and LANDLORD does not so elect to terminate this Lease, a just and proportionate abatement of rent shall be made until the Leased Premises, or, in the case of a partial taking, what may remain thereof, shall have been put in proper condition for use and occupation. LANDLORD reserves and excepts all rights to damages to the Leased Premises, the building, the Property and the leasehold hereby created, accrued or subsequently accruing by reason of anything lawfully done in pursuance of any public, or other, authority; and by way of confirmation, TENANT grants to LANDLORD all TENANT's rights to such damages and covenants to execute and deliver such further instruments of assignment thereof as LANDLORD may from time to time request. LANDLORD shall give TENANT notice of its decision to terminate this Lease or restore the premises within ninety (90) days after any occurrence giving rise to LANDLORD's right to so terminate or restore. Notwithstanding anything to the contrary contained herein, LANDLORD's obligation to put the Leased Premises, the building or the Property in proper condition for use and occupation shall be limited to the amount of the proceeds from any insurance policy or policies or of damages which accrue by reason of any taking by a public or other authority, which are available to LANDLORD for such use.

19. DEFAULT
AND
BANKRUPTCY

In the event that:

- (a) TENANT shall default in the payment of any installment of rent or other sum herein specified when due, which default is not corrected within seven (7) days after written notice thereof; or
- (b) TENANT shall default in the observance or performance of any other of the TENANT's covenants, agreements, or obligations hereunder and such default shall not be corrected within ten (10) days after written notice thereof; or
- (c) The leasehold hereby created shall be taken on execution, or by other process of law; or
- (d) Any assignment shall be made of TENANT's property for the benefit of creditors, or a receiver, guardian, conservator, trustee in bankruptcy or similar officer shall be appointed by a court of competent jurisdiction to take charge of all or any part of TENANT's property, or a petition is filed by TENANT under any bankruptcy, insolvency or other debtor relief law,

then and in any of said cases (notwithstanding any license of any former breach of covenant or waiver of the benefit hereof or consent in a former instance), LANDLORD shall be entitled to all remedies available to LANDLORD at law and equity including, without limitation, the remedy of forcible entry and detainer, and LANDLORD lawfully may, immediately or at any time thereafter, and without demand or notice, mail a notice of termination to TENANT, or, if permitted by law, enter into and upon the Leased Premises or any part thereof in the name of the whole and repossess the same as of its former estate, and expel TENANT and those claiming through or under it and remove it or their effects without being deemed guilty of any manner of trespass, and without prejudice to any remedies which might otherwise be used for arrears of rent or preceding breach of covenant, and upon such mailing or entry as aforesaid, this Lease shall terminate; and TENANT covenants and agrees, notwithstanding any entry or re-entry by LANDLORD, whether by summary proceedings, termination, or otherwise, that TENANT shall, as of the date of such termination, immediately be liable for and pay to LANDLORD the entire unpaid rental and all other balances due under this Lease for the remainder of the term. In addition, TENANT agrees to pay to LANDLORD, as damages for any above described breach, all costs of reletting the Leased Premises including without limitation real estate commissions and costs of renovating the premises to suit any new tenant, and TENANT agrees to reimburse LANDLORD for all attorneys' and paralegals' fees incurred by LANDLORD in connection with a TENANT default, including without limitation such fees incurred in connection with a bankruptcy proceeding.



20. NOTICE

Any notice from LANDLORD to TENANT relating to the Leased Premises or to the occupancy thereof, shall be deemed duly served, if left at the Leased Premises addressed to TENANT, or upon mailing to the Leased Premises, certified mail, return receipt requested, postage prepaid, addressed to TENANT. Such notice shall be deemed served on the date of hand delivery to the Leased Premises or on the date postmarked, and any time period in this Lease running from the date of notice shall commence on the date of delivery or postmark. Any notice from TENANT to LANDLORD relating to the Leased Premises or to the occupancy thereof, shall be deemed duly served, if mailed to LANDLORD by certified mail, return receipt requested, postage prepaid, addressed to LANDLORD at LANDLORD's address set forth in Article I, or at such other address as LANDLORD from time to time advise in writing.

21. SURRENDER

TENANT shall at the expiration or other termination of this Lease peaceably yield up the Leased Premises and all additions, alterations, fixtures (including those installed by TENANT), and improvements thereto in good order, repair and condition, damage by fire, unavoidable casualty, and reasonable wear and tear only excepted, first moving all goods and effects not attached to the Leased Premises, repairing all damage caused by such removal, and leaving the Leased Premises clean and tenantable. If LANDLORD in writing permits TENANT to leave any such goods and chattels at the Leased Premises, and TENANT does so, TENANT shall have no further claims and rights in such goods and chattels as against LANDLORD or those claiming by, through or under LANDLORD, and TENANT shall be deemed to have conveyed such items to LANDLORD unless LANDLORD elects to reject acceptance of the same.

22. HAZARDOUS MATERIALS

TENANT covenants and agrees that, with respect to any hazardous, toxic or special wastes, materials or substances including asbestos, waste oil and petroleum products (the "Hazardous Materials") which TENANT, its agents or employees, may use, handle, store or generate in the conduct of its business at the Leased Premises, TENANT will: (i) comply with all applicable laws, ordinances and regulations which relate to the treatment, storage, transportation and handling of the Hazardous Materials; (ii) that TENANT will in no event permit or cause any disposal of Hazardous Materials in, on or about the Leased Premises or the Property and in particular will not deposit any Hazardous Materials in, on or about the floor or in any drainage system or in the trash containers which are customarily used for the disposal of solid waste; (iii) that TENANT will, with advance notice and at all reasonable times, permit LANDLORD or its agents or employees to enter the Leased Premises to inspect the same for compliance with the terms of this Article and will further provide, upon five (5) days' notice from LANDLORD, copies of all records which TENANT may be obligated by federal, state and/or local law to obtain and keep; (iv) that upon termination of this Lease, TENANT will at its expense, remove all Hazardous Materials, which came to exist on, in, or under the Leased Premises during the term of this Lease or any extensions thereof, from the Leased Premises, and comply with all local, state and federal laws as the same may be amended from time to time; and (v) TENANT further agrees to deliver the Leased Premises to LANDLORD at the termination of this Lease free of all Hazardous Materials which came to exist on, in, or under the Leased Premises during the term of this Lease or any extensions thereof. The terms used in this paragraph shall include, without limitation, all substances, materials, etc., designated by such terms under any laws, ordinances or regulations, whether federal, state or local.

23. LIMITATION OF LIABILITY

TENANT agrees to look solely to LANDLORD's interest in the Property for recovery of any judgment from LANDLORD or any of LANDLORD's partners, managers or owners, it being agreed that LANDLORD and any other such party is not personally liable for any such judgment. The provision contained in the foregoing sentence shall not limit any right that TENANT might otherwise have to obtain an injunctive relief against LANDLORD or LANDLORD's successors in interest, or any other such action not involving the personal liability of LANDLORD and any other such party. Under no circumstances shall LANDLORD ever be liable for lost profits, indirect or consequential damages.

24. LANDLORD DEFAULT

LANDLORD shall in no event be in default in the performance of any of its obligations hereunder unless and until LANDLORD shall have failed to perform such obligations within thirty (30) days or such additional time as is reasonably required to correct any such default after notice by TENANT to LANDLORD properly specifying wherein LANDLORD has failed to perform any such obligation. Further, if the holder of the mortgage on the building of which the Leased Premises are a part notifies TENANT that such holder has taken over LANDLORD's rights under this Lease, TENANT shall not assert any right to deduct the cost of repairs or any monetary claim against lender or holder from rent thereafter due and accruing, but shall look solely to LANDLORD for satisfaction of such claim.

IN WITNESS WHEREOF, the said parties hereunto set their hands and seals this 11 day of Dec, 2024.

TENANT:

Marijuanaville

Legal Name of Tenant

Signature

NAME/TITLE

Witness to Tenant

LANDLORD:

65 Washington St LLC

Legal Name of Landlord

Signature

NAME/TITLE

Witness to Landlord

32. GUARANTY

For value received, and in consideration for, and as an inducement to LANDLORD to enter into the foregoing Lease with Marijuanaville, TENANT, Frank Berenyi (hereinafter referred to as "GUARANTOR") does hereby unconditionally guaranty to LANDLORD the complete and due performance of each and every agreement, covenant, term and condition of the Lease to be performed by TENANT, including without limitation the payment of all sums of money stated in the Lease to be payable by TENANT. The validity of this guaranty and the obligations of the GUARANTOR hereunder shall not be terminated, affected, or impaired by reason of the granting by LANDLORD of any indulgences to TENANT. This guaranty shall remain and continue in full force and effect as to any renewal, modification, assignment, subletting or extension of the Lease, whether or not GUARANTOR shall have received any notice of or consented to such renewal, modification, assignment, subletting or extension. GUARANTOR hereby waives notice of acceptance of this guaranty by LANDLORD, notice of default by TENANT under the Lease, and all suretyship and guarantorship defenses generally. The liability of GUARANTOR under this guaranty shall be primary, and in any right of action which shall accrue to LANDLORD under the Lease, LANDLORD may proceed against GUARANTOR and TENANT, jointly and severally, and may proceed against GUARANTOR without having commenced any action against or having obtained any judgment against TENANT. All of the terms and provisions of this guaranty shall inure to the benefit of the successors and assigns of LANDLORD and shall be binding upon the successors and assigns of GUARANTOR.

IN WITNESS WHEREOF, GUARANTOR has executed this Guaranty this 11 day of Dec, 2024

GUARANTOR:

Frank Berenyi

Legal Name of Guarantor

Signature

Witness to Guarantor



25. WAIVER OF RIGHTS

No consent or waiver, express or implied, by either party to or of any breach of any covenant, condition or duty of the other, shall be construed as a consent or waiver to or of any other breach of the same or other covenant, condition or duty.

26. SUCCESSORS AND ASSIGNS

The covenants and agreements of LANDLORD and TENANT shall run with the land and be binding upon and inure to the benefit of them and their respective heirs, executors, administrators, successors and assigns, but no covenant or agreement of LANDLORD, express or implied, shall be binding upon any person except for defaults occurring during such person's period of ownership nor binding individually upon any fiduciary, any shareholder or any beneficiary under any trust.

27. HOLDOVER

If TENANT fails to vacate the Leased Premises at the termination of this Lease, then the terms of this Lease shall be applicable during said holdover period, except for base rent, which shall be increased to two (2) times the then-current base rent for the period immediately preceding such termination; but this provision shall not be interpreted as consent or permission by LANDLORD for TENANT to holdover at the termination of this Lease and the terms of this holdover provision shall not preclude LANDLORD from recovering any other damages which it incurs as a result of TENANT's failure to vacate the Leased Premises at the termination of this Lease.

28. JURY TRIAL WAIVER

NOTWITHSTANDING ANYTHING IN THIS LEASE TO THE CONTRARY, TENANT AND LANDLORD, FOR THEMSELVES AND THEIR SUCCESSORS AND ASSIGNS, HEREBY KNOWINGLY, WILLINGLY, AND VOLUNTARILY WAIVE ANY AND ALL RIGHTS TENANT AND/OR LANDLORD MAY HAVE TO A TRIAL BY JURY IN ANY FORCIBLE ENTRY AND DETAINER ("FED") ACTION OR PROCEEDING BROUGHT BY LANDLORD OR LANDLORD'S SUCCESSORS AND/OR ASSIGNS BASED UPON OR RELATED TO THE PROVISIONS OF THIS LEASE. LANDLORD AND TENANT HEREBY AGREE THAT ANY SUCH FED ACTION OR PROCEEDING SHALL BE HEARD BEFORE A SINGLE JUDGE OF THE APPROPRIATE DISTRICT COURT OR A SINGLE JUDGE OF THE APPROPRIATE SUPERIOR COURT, OR A FEDERAL DISTRICT COURT JUDGE SITTING IN THE DISTRICT OF MAINE.

29. MISCELLANEOUS

If TENANT is more than one person or party, TENANT's obligations shall be joint and several. Unless repugnant to the context, "LANDLORD" and "TENANT" mean the person or persons, natural or corporate, named above as LANDLORD and TENANT respectively, and their respective heirs, executors, administrators, successors or assigns. LANDLORD and TENANT agree that this Lease shall not be recordable but each party hereto agrees, on the request of the other, to execute a Memorandum of Lease in recordable form and mutually satisfactory to the parties. If any provision of this Lease or its application to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this Lease and the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby and each provision of this Lease shall be valid and enforceable to the fullest extent permitted by law. The submission of this Lease or a summary of some or all of its provisions for examination by TENANT does not constitute a reservation of or option for the Leased Premises or an offer to lease said premises, and this document shall become effective and binding only upon the execution and delivery hereof by both LANDLORD and TENANT. Employees or agents of LANDLORD have no authority to make or agree to make a lease or any other agreement or undertaking in connection herewith. All negotiations, considerations, representations and understandings between LANDLORD and TENANT are incorporated herein and no prior agreements or understandings, written or oral, shall be effective for any purpose. No provision of this Lease may be modified or altered except by agreement in writing between LANDLORD and TENANT, and no act or omission of any employee or agent of LANDLORD shall alter, change, or modify any of the provisions hereof. Time is of the essence of this agreement. This Lease shall be governed exclusively by the provisions hereof and by the laws of the State of Maine. The headings herein contained are for convenience only, and shall not be considered a part of this Lease.

[Handwritten Initials]

[Handwritten Signature]

30. BROKERAGE

TENANT warrants and represents to LANDLORD that it has not dealt with any broker, finder or similar person concerning the leasing of the Leased Premises other than N/A ("TENANT's BROKER"). In the event of any brokerage claims against LANDLORD by TENANT's BROKER, or any other person making such a claim through TENANT, TENANT agrees to defend the same and indemnify LANDLORD against any such claim. LANDLORD warrants and represents to TENANT that it has not dealt with any broker, finder or similar person concerning the leasing of the Leased Premises other than N/A ("LANDLORD's BROKER"). LANDLORD agrees to pay LANDLORD's BROKER any commission due upon execution of this Lease, and in the event of any brokerage claims against TENANT by LANDLORD's BROKER or any other person making such a claim through LANDLORD, LANDLORD agrees to defend the same and indemnify TENANT against any such claim. N/A agrees to pay N/A a commission upon execution of this Lease. The person entitled to a commission under the foregoing sentence is an intended third-party beneficiary or the foregoing sentence and may enforce the commission payment obligation.

31. OTHER PROVISIONS

It is also understood and agreed that:

Tenant at the Landlords sole discretion, has the right to purchase the property at a price not to exceed 1.2 million. If tenant does not exercise the option to purchase, tenant has the right to extend or renew the lease at market rate. Months Jan & Feb 2025 free, first months rent due March 1st 2025. 10 months remaining for yr. 1

DISCLAIMER: THIS IS A LEGAL DOCUMENT. IF NOT FULLY UNDERSTOOD/CONSULT AN ATTORNEY.

(Signature Page Follows)

[Handwritten signatures]

ATTACHMENT 3

Attorney Letter

BRIAN D. CONDON, JR.
Attorney at Law

126 Main Street
P.O. Box 169
Winthrop, ME 04364

(207) 377-3005
(207) 377-3007 Fax
(207) 485-4513 (cell)

March 5, 2025

City of Auburn

RE: Frank Berenyi Application- 65 Washington Avenue North, Auburn

Dear City of Auburn,

I am writing today in support of Mr. Berenyi's application for a dispensary license at 65 Washington Avenue North in Auburn. I believe it would be a great location for a Cannabis dispensary and is in line with the spirit of both the State of Maine statutes and City Ordinances. Currently the closest property line to closest property line distance is less than the ordinance required 750', however, several things should be considered and perhaps a waiver of that requirement could be discussed and implemented.

It has been brought to our attention that there may be some sort of entity that formerly called itself a school, the "Renaissance School" at 15 Sacred Heart Place, in Auburn, across from Washington Avenue South and next to Kennedy Avenue. It appears to be a multi-building compound, and is listed online with a telephone number and contact information. When contacted, the answering machine states that the property was "formerly the Renaissance School" and after some additional inquiries it is listed as a Spurwink "Day Program" but is not listed as a school with Spurwink. Regardless, the property lines are within the 750' but building to building is well over 1000' door to door.

Mr. Berenyi, upon first approaching the City, proposed 4 different properties as medical cannabis dispensaries. He was told that 3 of these would not work for some reason or another, but that 65 Washington Avenue North would in fact work. Hence, Mr. Berenyi entered into a long term and expensive lease with the owner, and has expended in excess of \$50,000.00 on the project to date.

Mr. Berenyi's longer term plans are to explore and develop the other buildings in that area that are currently unoccupied, thus giving this area a nice little lift. I can attest, first hand, that Mr. Berenyi spares little expense when it comes to his commercial establishments as I've worked on no fewer than 9 projects and they all are well received in towns as far north as Bangor and as far south as Alfred. It would be a shame for something like this to derail this project. The City has in its power the ability to waive certain conditions and rely on the State mandated 500' if need be, and the City also has the power to decide that a day program is not, in fact, a school.

Having been involved with the medical cannabis statutes here in Maine since the beginning, I can certainly attest to care givers coming and going and the rules changing sometimes on a monthly basis. The school distance requirement was designed to assure that a minor does not wander into the establishment. There is little chance of that in this case, in this location due to the heavy traffic on Washington Avenue South, and the actual distance between buildings being larger than state statute requires.

Thank you for your attention to this matter.

Very truly yours,

A handwritten signature in black ink, appearing to read "B. Condon, Jr.", with a stylized flourish at the end.

Brian D. Condon, Jr.
Attorney at Law

BDC/mam
Enclosure



PLANNING BOARD MINUTES - DRAFT

April 8, 2025 – 6:00 p.m.

City Council Chambers, 60 Court Street

- 1. ROLL CALL:** Ed Bearor (*Elevated to Full Member*), Bob Hayes, Riley Bergeron, Paul Jacques (*Acting Chair*), Bilal Hussein (*Associate Member*), Darren Finnegan, Tim Deroche, Maureen Hopkins.
Absent: Stacey LeBlanc – *Chair* and Adolphe Ngengele – *Student Representative*
- 2. MINUTES:** Review the March 11, 2025, meeting minutes. All meetings are available live and after airing on YouTube <https://www.youtube.com/c/CityofAuburnMaine>

Bob Hayes makes note of a typo on page 4.

Motion to Approve with correction: Bob Hayes **Second:** Maureen Hopkins **Vote:** 6-0-1
(Ed Bearor Abstains) **Motion Carries**

- 3. SITE PLAN REVIEW:** Danville Corner Housing Development: The Planning Board will open this project, which was previously postponed at the March 11, 2025, meeting, postpone to the May 13, 2025, Planning Board meeting. The application, submitted by Terradyn Consultants LLC on behalf of Timothy Millet, proposes 21 two-unit homes, resulting in a total of 42 residential units. The project is located on property owned by Spurwink Services Incorporated, on Danville Corner Road, Tax Map 122-004, within the General Business (GB) District.

Staff Report by Natalie Thomsen. Staff is asking to postpone this topic to the May 13th meeting.

Motion to re-open public hearing: Ed Bearor **Second:** Bob Hayes **Vote:** 7-0 **Motion Carries**

Motion to postpone this item to a date certain; May 13th: Tim DeRoche **Second:** Maureen Hopkins

Board Discussion: Bob Hayes asks about the different review standards that the Planning Board will need to review with the change in definition of the development from single family homes to a Planned Unit Development. Natalie Thomsen mentions that the developer will need to establish a Homeowners Association or a land lease agreement.

Vote: 7-0 **Motion Carries**

0:05:25

4. PUBLIC HEARING/ SITE PLAN REVIEW: Brickyard Commons: The Planning Board will host a Public Hearing for the application submitted by, JIG Investments, LLC, for a Site Plan Review application. The applicant is proposing a 96-unit apartment complex with associated site improvements and infrastructure. This project was previously approved in 2022 but has since expired, and no changes are proposed from the prior approval. The subject property is located on Brickyard Circle, Tax Map Lot 199-052-000, and is within the T-5.1 - Downtown Traditional Center Zoning District.

Staff Report by Natlie Thomsen. DEP and Army Corps of Engineers issued permits for this development and those permits are still valid. The City approval has expired, but the development plan has not changed at all from the time of approval in 2022.

Mike Gotto, representing the applicant, got up to speak about the project and answer questions.

Tim DeRoche asks about proximity to the adjacent rail line property and potential hazards to a residential property going in this location. The Fire Department reviewed the plans and locations and did not indicate any concerns that would require action or prevent the development from being built on the proposed parcel.

Motion to Open Public Comment: Tim DeRoche
Motion Carries

Second: Bob Hayes **Vote:** 7-0

0:34:51

Carol Lane – Arbania Street – Speaks in opposition to the development.

Renee Cote – Dawes Avenue – Speaks in opposition to the development.

Leo Ouellette – 102 Bennet Avenue – Voiced concerns over drainage issues that currently exist as well as concerns over contaminating the ground water as a result of this development.

Steve Cox – Service Master, 29 Brickyard Circle – expressed concerns with having pedestrians along the road on Brickyard Circle since there are businesses on the road and it could be a dangerous area for pedestrians – even with a sidewalk.

Rhyanna LaRose – 164 Bennett Avenue – Speaks in opposition to the development and asks the board to table the application to have more time to consider the concerns presented.

Steven Beale – 575 Johnson Rd – References concerns with the Environmental Report and urges Planning Board members to read through the report carefully before making a decision.

Motion to Close Public Comment: Darren Finnegan
Motion Carries

Second:

Bob Hayes

Vote: 7-0

Motion

1:03:05

Board and Applicant address a few of the concerns raised during public comments including the lighting plan, environmental concerns, setbacks and future connectivity plans. Board members bring up the idea of conducting a site walk prior to the next meeting in order to see the property to gain a better understanding of the brook, the proximity to the Safe Handling facility and to understand the roadway better. Several Board members also expressed a desire for more time to consider the application and become familiar with the conditions in the reports.

Riley Bergeron makes a motion to postpone this agenda item to a date certain, May 13th, following a Site Walk by the Planning board that is open to the public at 4:00pm at the Brickyard Circle site.

Second: Maureen Hopkins **Vote:** 7-0 **Motion Carries**

1:41:59

5. PUBLIC HEARING/ SITE PLAN REVIEW: 65 Washington St North: The Planning Board will host a Public Hearing for the application submitted by, Terradyn Consultants, LLC, for a Site Plan Review application. The applicant is proposing a renovation of the existing building and infrastructure for a multi-use site of storage, office, and cannabis retail location. The subject property is located at 65 Washington St North, Tax Map Lot 220-085 and is within the T-5.1 - Downtown Traditional Center Zoning District.

Staff Report by Natalie Thomsen. Although the development plan meets the zoning standards, it is missing a requirement for the licensing standard as it's located within 750 feet of a school.

Craig Sweet with Teradyne consultant speaks on behalf of the applicant. Craig requests that the Planning Board approve the project with the condition that it meets the licensing standards since the project meets the zoning standards. Business owner also speaks and asks for approval from the Board.

Motion to Open Public Comment: Tim DeRoche
Motion Carries

Second: Riley Bergeron

Vote: 7-0

No Public Comment

Motion to Close Public Comment: Tim DeRoche
Motion Carries

Second: Bob Hayes

Vote: 7-0

The Planning Board discusses the item.

Tim Deroche provides the following acknowledgement: "The Planning Board acknowledges the applicant's request for a waiver from the 750-foot separation requirement between marijuana establishments and preexisting schools. However, this requirement is established under Sec. 14-659(3) of the City Ordinance, which states that marijuana businesses must be located at least 750 feet from the property line of any preexisting public or private school serving grades K–12. This section does not provide the Planning Board with any authority to waive or

modify this standard. Therefore, the Board cannot take action on the waiver request, as it lies outside the scope of our jurisdiction.”

Riley Bergeron makes a motion that the proposal meets the requirements of Sections 60-1277 and 60- 1336 and approve the Site Plan by Terradyn Consultants LLC on behalf of Frank Berenyi for the reuse of the existing commercial building located at 65 Washington Street North, also identified as City Assessor’s Parcel I.D. 220-085. The applicant intends to utilize the property for a multi-use site that includes storage, office space, and a cannabis retail location. The site is currently developed and no changes to the existing building footprint are proposed. The proposed project has met the standards pursuant to Chapter 60, Article XVI, Division 2- Site Plan Review and Division 3 – Special Exception with the following conditions:

- A. *No development activity until any bonding or inspection fees are determined by the Auburn Engineering Department.*
- B. *Blasting permit in advance of blasting from the City of Auburn, Planning, Permitting and Code Department.*
- C. *The applicant shall receive all proper permitting from the City and State prior to any retail cannabis operations beginning.*

Second: Bob Hayes **Vote:** 7-0 **Motion Carries**

2:10:40

- 6. WORKSHOP:** The Planning Board will host a workshop to discuss the formation of a subcommittee focused on reviewing and developing Planning Board policies and procedures.

Ed Bearor volunteers to participate in the subcommittee. The subcommittee will consist of Stacey LeBlanc, Maureen Hopkins and Ed Bearor

- 7. PUBLIC COMMENT:** No Public Present

8. MISCELLANEOUS:

- a. Upcoming Agenda Items – Danville Corner Project and Brickyard Commons Project
- b. Comments on Capital Improvement Plan – Maureen Hopkins asked if any of the changes with Federal Funding has had an impact on the Capital Improvement Plan.

9. ADJOURNMENT

Motion to adjourn: Bob Hayes **Second:** Riley Bergeron **Vote:** 7-0 **Meeting Adjourned**

2:16:06

Auburn Planning Board meetings can be viewed live on the City of Auburn YouTube channel (<https://www.youtube.com/c/CityofAuburnMaine>), and on Great Falls Television (Spectrum Cable

Channel 11). Following live broadcasts, Planning Board meetings are rebroadcast at 7:00AM, noon, and 7:00PM on Tuesdays on GFTV and are available anytime on our YouTube channel.

DRAFT



CITY OF AUBURN

Adult Use and Medical Marijuana Stores, Cultivation Facilities, Manufacturing Facilities and Testing Facilities Application

- ☐ NEW ☐ RENEWAL Expires: _____
☐ EXISTING FACILITY AS OF 12/13/18

Office of the City Clerk
60 Court St, Auburn, ME 04210
207.333.6600

www.auburnmaine.gov

Cristy Bourget - cbourget@auburnmaine.gov

Please Note: All real estate and personal property taxes related to the business must be current before a license can be issued

- ☒ Application (New & Renewals) Fee: \$500 ☐ Regular Application ☐ Exchange/Conversion Application

ADULT USE MARIJUANA BUSINESS:

- ☐ Marijuana Store \$5,000
- ☐ Cultivation Facility (Enter Sq. Ft.: _____)
- ☐ Tier I Cultivation: up to 500 SF of mature plant canopy \$1,000
- ☐ Tier II Cultivation: 501-2,000 SF of mature plant canopy \$1,500
- ☐ Tier III Cultivation: 2,001-7,000 SF of mature plant canopy \$2,500
- ☐ Tier IV Cultivation: greater than 7,000 SF of mature plant canopy \$5,000
- ☐ Manufacturing Facility \$2,500
- ☐ Testing Facility \$2,500
- ☐ Nursery Cultivation of not more than 1,000 SF of plant canopy: \$1,000

FS Application will be applied for at _____ (Changing to include Retail (Adult Use) appropriate time.

MEDICAL MARIJUANA BUSINESS:

- ☒ Marijuana Store \$5,000 FSE \$200.00
- ☐ Cultivation Facility Medical Marijuana: \$1,000
- ☐ Manufacturing Facility \$2,500
- ☐ Testing Facility \$2,500

Hours 6am - 10pm DAILY

Hours of Operation: Mon: 6am - 10pm Tues: 6am - 10pm
Wed: 6am - 10pm Thurs: 6am - 10pm Fri: 6am - 10pm
Sat: 6am - 10pm Sun: 6am - 10pm

License Type Fee (Payable Upon Approval of Marijuana Business License)

Attach a copy of all current State Marijuana License(s) if any-If a State of Maine application for a Medical Marijuana Business and/or Adult Use Marijuana Business has been filed, but not yet granted, attached complete copies. Date(s) filed: **See Page 13**

Each applicant for a license shall provide a copy of a criminal background check (to include all present and former names) dated not more than 3 days prior to submission of application. This can be done on-line here: <http://www5.inform.org/online/pcr>

Please note: If constructing or renovating a building, contact Planning & Permitting at (207) 333-6601 ext. 1133.

Marijuana Stores, Cultivation Facilities, Manufacturing Facilities and Testing Facilities are restricted to certain areas under the City's Zoning Ordinance and are subject to specific setbacks in the City's Adult Use and Medical Marijuana Stores, Cultivation Facilities and Testing Facilities Ordinance. **You MUST check with the City's Planning & Permitting Office for this information before completing an application for a license.**

BUSINESS NAME: MV Auburn [dba: Marijuanaville] **BUSINESS ADDRESS** 65 Washington Street N, Auburn, ME 04210

Map & Lot of Subject Property: Map: 220 Lot: 085 Zone: T-5.1

Physical Address of Subject Property: 65 Washington Street N, Auburn, ME 04210

OWNER OF BUILDING/UNIT(if different from applicant): Dan Boutin Rotary 65 LLC

OWNER'S ADDRESS: PO Box 1567, Lewiston, ME 04241

PLEASE ATTACH A COPY OF LEASE: (if applicable)

Property owner signature: See Attached Landlord Sheet

Printed name: Dan Boutin **Date:** _____

NAME OF BUSINESS: MV Auburn [dba: MarijuanaVille] BUSINESS ADDRESS: 65 Washington Street N, Auburn, ME 04210

BUSINESS MAILING ADDRESS (if different from above): 68 College Ave, Waterville, Maine 04901

OWNER'S NAME: Frank Berenyi OWNER'S DOB & SSN: REDACTED

OWNER'S STATE OF MAINE DRIVER'S LICENSE #: 0509174

Owner's Residence Address (include city and zip code): 68 College Ave, Waterville, Maine 04901

Owner's Phone #: 207-509-0808 Owner's Email: fberenyi@hotmail.com; frank@marijuanaville.us

Preferred Contact's Name: Frank Berenyi Preferred Contact's Phone #: 207-509-0808

Preferred Contact's Address: 68 College Ave, Waterville, Maine 04901 Preferred Contact's Email: 207-509-0808

Name of Authorized Agent: Frank Berenyi Authorized Agent's Phone #: 207-509-0808

Manager's Name: Frank Berenyi Manager's Phone #: 207-509-0808 Manager's DOB: REDACTED

DESCRIPTION OF BUSINESS: Multi Use for Storage, Offices, and Medical Cannabis Retail Store.

Type of previous business at location (if known): Automotive Dealership

Form of business organization: ☐ Corporation ☐ Partnership ☐ Sole Proprietorship ☒ LLC ☐ Other

*****Attach Verification of the Business Organization*****

See Pages 21 - 24

***** If a Corporation, Partnership or LLC, complete the following information for each owner (additional names may be listed on an attached sheet) ALL OWNERS OF BUSINESS MUST SIGN PAGE 5 OF THIS APPLICATION & INCLUDE A BACKGROUND**

CHECK & COPY OF DRIVER'S LICENSE ***

Name	<i>Print Clearly</i> Address Previous 5 years	Birth Date	% of Stock	Title
Frank Berenyi Drivers License pg 18	68 College Ave, Waterville, Maine 04901		100	Owner

Has the applicant been denied an application for an adult use or medical marijuana license by another jurisdiction?

☒ No ☐ Yes (if yes, provide an explanation on a separate sheet)

Has the applicant had an adult use or medical marijuana license suspended or revoked by another jurisdiction?

☒ No ☐ Yes (if yes, provide an explanation on a separate sheet)

Has applicant(s) or any officer, partner, director, stockholder, or member ever been convicted of any violation of the law; other than minor traffic violations, in federal, State or other court?

☒ No ☐ Yes (if yes, please complete the following)

Name: _____ Date of Conviction: _____

Offense: _____ Location: _____

Disposition: _____

THE OMISSION OF FACTS OR ANY MISREPRESENTATION OF ANY OF THE INFORMATION ON THIS APPLICATION SHALL BE SUFFICIENT GROUNDS FOR THE REFUSAL OF SUCH LICENSE.

***** Attach recent passport-style photo(s) of applicant(s) and identify photos*****

Is the applicant proposing to surrender their Medical Marijuana Business license and entirely convert to an Adult Use Marijuana Business on their currently licensed premises? ☒ No ☐ Yes If Yes, attach proof of surrendered license.

NOTE: That Adult Use and Medical Marijuana businesses cannot be co-located in the same store. Co-location with cultivation and manufacturing facilities is allowed with restrictions per 28-B M.R.S. §501.

Is there currently a Medical Marijuana Business on the subject property that began operating before the enactment of the Maine Marijuana Legalization Act? ☒ No ☐ Yes

If Yes, attach evidence that a Medical Marijuana Business has commenced on the property prior to December 13, 2018.

Is the proposed Marijuana Business located within 750 Feet of a public or preexisting private school? ☐ No ☒ Yes

If Yes, you can only submit an application for an Adult Use Marijuana Business is exempt under §14-659.A.6 in the Adult Use and Medical Marijuana Stores, Cultivation Facilities, Manufacturing Facilities, and Testing Facilities Ordinance.

Description summary of plan for developing and operating a Marijuana Store, Cultivation Facility, Manufacturing Facility, or Testing Facility: (Attach plan) Provide a medical cannabis dispensary for medical use card holders that conforms to all state regulatory rules set by the Office of Cannabis Policy (OCP) of the State of Maine.

Anticipated date for project commencement: 06/04/2025 Anticipated date for project completion: 09/30/2025

***** Attach a sketch showing the subject premises, including building footprint, interior layout with floor space to be occupied by the business, and parking plan. The sketch must be drawn to scale with marked dimensions. *****

See Pages 19 & 20

Will you be manufacturing edibles on the premises? No

State the estimated average number of vehicles per day anticipated on or using the site: (Include owner(s), employee(s), landlord(s), contractor(s), and staff): 40 - 60 per day [NOT at same time]

State the number of parking spaces planned for the site: 16

Note: The nominal parking dimension is 9'x18'. For more information regarding accessible parking standards, contact the City's Economic & Community Development Office at 333-6601 ext 1133.

Describe the method of sewage disposal for proposed site: City Supplied Public

(Please check with the Auburn Sewer District if connected to public sewer - 207-784-6469)

Describe the method of water supply to proposed site: City Supplied Public

(Please check with the Auburn Water District if connected to public water - 207-784-6469)

Are there additional federal, State or local permits or approvals required? ☒ No ☐ Yes If yes, please list: _____

FOR MARIJUANA STORES ONLY

Describe how you will ensure that the Marijuana Store will not sell, give, distribute, or deliver marijuana or marijuana products to persons who are under the age of twenty-one (21), or to persons who appear to be under the influence of an alcohol, inhalants, or other controlled substance: (Attach additional sheets if necessary) See Attached Plan for full details: Pages 6 - 8

Marijuanaville Maine - Compliance Plan: Preventing Unauthorized Access and Impaired Transactions in a Medical

Cannabis Store (Auburn, ME): Objective: To ensure full compliance with the City of Auburn's marijuana ordinance (Chapter 14)

and the State of Maine's Medical Use of Cannabis Program (22 M.R.S. §2421 et seq.), this plan outlines procedures to

prevent the sale, distribution, or delivery of medical cannabis to: Individuals under 18 years of age (unless accompanied by a registered caregiver or legal guardian), and Individuals who appear to be under the influence of alcohol, inhalants, or other

controlled substances.

FOR MARIJUANA STORES ONLY

Describe how marijuana and marijuana products at the Marijuana Store will be displayed and sold: (Attach additional sheets if necessary) Marijuana products will be displayed from restricted areas, and in glass cases that are access restricted. All products will be assisted served (NOT SELF SERVE) by an employee that has had all required trainings by the state, and additional training outlined in the operational plan(s) for a Marijuanaville Location.

*** Attach samples of the logo and labeling that will be used in the store, and the sign to be attached to the store. ***
Attached: pg 14

ALL APPLICANTS: Security Plan is addressed in the SOP Document.

*Attach the Security Plan for this location. (location of Knox Box – contact Fire Department if a box is needed)

*Attach the Odor Control Plan for this location Attached: pg 15 - 17

*If Outside Grow Area, attach Site Plan

PLEASE MAKE YOURSELF FAMILIAR WITH THE CITY OF AUBURN ADULT USE AND MEDICAL MARIJUANA BUSINESSES

ORDINANCES BEFORE TURNING IN YOUR APPLICATION

Chapter 14-Business Licenses & Permits-Article II Sec.14-34 Certification from City Officials

Before a license is issued the City Clerk shall submit the application for certification to the Code Enforcement Officer, Fire Chief, Chief of Police and City Treasurer.

Sec. 14-657 License Required

No person may establish, operate or maintain a Marijuana Business without first obtaining a license from the City Council. It is a violation of this Ordinance for any person to operate a Marijuana Business without a valid Marijuana Business license issued by the City pursuant to this Ordinance. Pursuant to 28-B M.R.S. § 402, an applicant seeking to operate an Adult Use Marijuana Business may not submit an application for a license unless the applicant has been issued a conditional license by the State of Maine to operate the Adult Use Marijuana Business.

For Marijuana Store, a Marijuana Cultivation Facility, or a Marijuana Products Manufacturing Facility license applicants:

I certify that I do not have an ownership in, or a direct or indirect financial interest in a Marijuana Testing Facility license.

Applicant Signature [Signature] Applicant Printed Name FRANK BERENYI Date 06/18/2025

Additional Applicant Signatures:

Signature: _____ Print: _____ Date: _____

Signature: _____ Print: _____ Date: _____

Signature: _____ Print: _____ Date: _____

Signature: _____ Print: _____ Date: _____

For Marijuana Testing Facility license applicants:

I certify that I do not have an ownership in, or a direct or indirect financial interest in a Marijuana Store, a Marijuana Cultivation Facility, or a Marijuana Manufacturing Facility.


Applicant Signature _____ Applicant Printed Name _____ Date _____

CERTIFICATE OF APPLICANT AND WAIVER OF CONFIDENTIALITY

I, Frank Berenyi Owner/Operator/Agent of the business, hereby authorize the release of any criminal
(print name)

history record information to the City Clerk's Office or Licensing Authority. I understand that this information shall become public record, and I hereby waive any rights of privacy with respect hereto. I further stipulate that I am aware that deliberate falsification of the information herein shall be sufficient cause for denial of a license to operate the business. This application is accurate and true to the best of my knowledge.

Additional Applicant Signatures:

Signature: <u></u>	Print: <u>FRANK BERENYI</u>	Date: <u>06/18/2025</u>
Signature: _____	Print: _____	Date: _____
Signature: _____	Print: _____	Date: _____
Signature: _____	Print: _____	Date: _____

Comments:

Application date & Time: 6/18/25 License issued on: _____

Fees paid:

Application fee: \$ 500 License type fee: \$ 5000 Background fee: \$ _____ Late fee: \$ _____

Total amount paid = \$ 5500



City of Auburn, Maine

Office of the City Clerk

Emily F. Carrington, Clerk

60 Court Street | Auburn, Maine 04210

www.auburnmaine.gov | 207.333.6601

July 30, 2025

Mr. Frank Berenyi
68 College Avenue
Waterville, ME 04901

Mr. Berenyi,

The City Clerk's office is in receipt of your business license application for a new medical marijuana (cannabis) retail store (MV Auburn dba Marijuanaville) to be located at 65 Washington St N, Auburn, ME. As part of the licensing process, an inspection of the premise was scheduled and held on July 30, 2025.

Prior to the inspection, it was known that a school located at 15 Sacred Heart Pl (St. Mary's Renaissance School) may exist within 750 feet of the property line of the proposed business. A physical measurement was performed at the inspection as described in ordinance as the "the most direct, level, shortest, without regard to the intervening structures or objects, straight-line distance between the school property line and the property line of the parcel of land on which the marijuana business is located." The distance from property line to property line was measured at 464 feet.

At the inspection, another facility was identified at 270 Minot Ave (Catholic Charities' Education Services for Blind and Visually Impaired Children). The distance from the property line of this facility and the proposed business at 65 Washington St N was measured at 233 feet.

Following the inspection, I am required to **deny** the application for this license based on the following:

- Location of proposed business is within 750 feet of the property line of a preexisting public or private school (K-12). For the purposes of this section, "school" includes a public school, private school, or public preschool program as defined in 20-A M.R.S.A. § 1, or any other educational facility that serves children from prekindergarten to grade 12. Reference: Auburn City's Code of Ordinances, *Chapter 14 Sec. 14-659(a)(3)*.

In accordance with Sec. 14-38 of the City's Code of Ordinances, the license fee paid will be refunded to you.

You have the right to appeal this decision to the Auburn City Council. Any appeal must be filed in writing with the office of the city clerk within 30 days of the date of this letter, representing the date of the decision subject to appeal. I have enclosed a copy of Sec. 14-662 – Appeals that outlines the process for an appeal, along with the applicable ordinances referenced in this letter.

Thank you,

A handwritten signature in dark ink, appearing to read 'Emily F. Carrington', written in a cursive style.

Emily F. Carrington

City Clerk

City of Auburn, ME

Cc:

Mayor Jeffrey D. Harmon

City Councilors of the City of Auburn

City Manager Phil Crowell

City of Auburn Code Enforcement

City of Auburn Planning & Permitting

Enclosures

Received

AUG 27 1995

BRIAN D. CONDON, JR.
Attorney at Law

126 Main Street
P.O. Box 169
Winthrop, ME 04364

(207) 377-3005
(207) 377-3007 Fax
(207) 485-4513 (cell)

August 13, 2025

City of Auburn
Office of the City Clerk
60 Court Street
Auburn, ME 04210

RE: Frank Berenyi – 65 Washington Street

Dear Emily,

Please be advised that Mr. Berenyi appeals from your July 30, 2025 decision to deny his business license application for a new medical marijuana retail store at 65 Washington Street. We wish to start the appeal process as soon as possible.

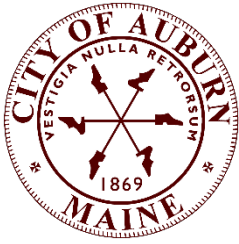
Thank you for your attention to this matter.

Very truly yours,



Brian D. Condon, Jr.
Attorney at Law

BDC/mam
cc: Frank Berenyi



City of Auburn
City Council Information Sheet

Council Workshop or Meeting Date: September 15, 2025

PUBLIC HEARING

Author: Glen E. Holmes, Director of Business & Community Development

Subject: CDBG/HOME Consolidated Annual Performance Evaluation Report (CAPER) Program Year 2024

Information:

The City of Auburn receives allocations from the U.S. Department of Housing and Urban Development (HUD) through the Community Development Block Grant (CDBG) and HOME Investment Partnership programs each year. This CAPER incorporates the utilization of Auburn's CDBG funds, HOME funds for Auburn and Lewiston as well as leveraged funds for the period spanning July 1, 2024, through June 30, 2025.

This program year, a key focus has been the deployment of CDBG funds to support city infrastructure projects such as the PAL Center redevelopment as well as renovations at the new Auburn Resource Center.

The impacts of HOME-ARP activities serving homeless and at-risk residents were not included in the original Five-Year Consolidated Plan and therefore are not captured in the data tables in this report. Nonetheless, their importance, and the significant staff resources devoted to implementing them, will be emphasized in the narrative sections. These narratives will present a full picture of the initiatives, outlining their outcomes, the staff efforts behind them, and the allocation of resources that support these vital programs.

City Budgetary Impacts:

These federal grant dollars cover staff salary/benefits as well as program activities for the Business and Community Development program and grant subrecipients.

Staff Recommended Action:

Hold Public Hearing

Previous Meetings and History:

Draft CAPER published September 10th, 2025

Public Comment Period September 10th - September 29th, 2025

City Manager Comments:

I concur with the recommendation. Signature:



Attachments:

DRAFT PY24 CAPER



Consolidated Annual Performance Report (CAPER)

CITY OF AUBURN

Program Year 2024

On behalf of:

The Auburn-Lewiston Home Consortium &
City of Auburn CDBG program

Prepared by Auburn Community Development Office

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CR-05 - Goals and Outcomes

Progress the jurisdiction has made in carrying out its strategic plan and its action plan. 91.520(a)

This could be an overview that includes major initiatives and highlights that were proposed and executed throughout the program year.

The City of Auburn receives annual funding from the U.S. Department of Housing and Urban Development (HUD) through the Community Development Block Grant (CDBG) and HOME Investment Partnership programs. The CDBG program aims to strengthen urban communities by enhancing housing quality, improving living environments, and expanding economic opportunities for low- and moderate-income individuals. Similarly, the HOME program is dedicated to creating affordable housing solutions for low-income households, aligning with national objectives to assist those in greatest need.

This Consolidated Annual Performance Evaluation Report (CAPER) encompasses the utilization of HOME funds for both Auburn and Lewiston, along with CDBG funds specific to Auburn, as well as leveraged funding for the period from July 1, 2024, through June 30, 2025. The objectives and anticipated outcomes for the deployment of HOME and CDBG funds are informed by the Consolidated Plan developed for the program years 2020-2024. The Annual Action Plan outlines specific performance measures and strategies to achieve these objectives.

Additionally, the Consortium is still spending the allocation of HOME-ARP funds for both Auburn and Lewiston. This one-time funding is specifically targeted at addressing the needs of individuals experiencing homelessness or those at risk of becoming homeless. New initiatives under the HOME-ARP program have introduced additional public service sub-grants, which are essential in meeting the heightened demands of homeless and at-risk populations. While these activities were not included in the original consolidated plan, their implementation has necessitated a significant commitment of staff resources. Consequently, the impacts and outcomes of these initiatives will be detailed in the narrative of this CAPER to accurately convey their importance and the resources allocated.

Comparison of the proposed versus actual outcomes for each outcome measure submitted with the consolidated plan and explain, if applicable, why progress was not made toward meeting goals and objectives. 91.520(g)

Categories, priority levels, funding sources and amounts, outcomes/objectives, goal outcome indicators, units of measure, targets, actual outcomes/outputs, and percentage completed for each of the grantee's program year goals.

Goal	Category	Source / Amount	Indicator	Unit of Measure	Expected – Strategic Plan	Actual – Strategic Plan	Percent Complete	Expected – Program Year	Actual – Program Year	Percent Complete
Improve Infrastructure and reduce blight	Non-Housing Community Development	CDBG: \$ / HOME: \$	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit	Persons Assisted	3000	7572	252.40%	100	357	357.00%
Promote Economic Opportunities	Non-Housing Community Development	CDBG: \$ / HOME: \$	Jobs created/retained	Jobs	10	11	110.00%			
Promote Economic Opportunities	Non-Housing Community Development	CDBG: \$ / HOME: \$	Businesses assisted	Businesses Assisted	10	7	70.00%			
Provide Essential Services	Homeless Non-Homeless Special Needs	CDBG: \$ / HOME: \$	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	1200	4419	368.25%	100	504	504.00%
Provide Safe and Affordable Housing	Affordable Housing Public Housing Homeless Non-Homeless Special Needs	CDBG: \$ / HOME: \$	Rental units constructed	Household Housing Unit	0	4		13	2	15.38%

Provide Safe and Affordable Housing	Affordable Housing Public Housing Homeless Non-Homeless Special Needs	CDBG: \$ / HOME: \$	Rental units rehabilitated	Household Housing Unit	100	19	19.00%	40	13	32.50%
Provide Safe and Affordable Housing	Affordable Housing Public Housing Homeless Non-Homeless Special Needs	CDBG: \$ / HOME: \$	Homeowner Housing Rehabilitated	Household Housing Unit	50	23	46.00%	5	4	80.00%
Provide Safe and Affordable Housing	Affordable Housing Public Housing Homeless Non-Homeless Special Needs	CDBG: \$ / HOME: \$	Tenant-based rental assistance / Rapid Rehousing	Households Assisted	125	31	24.80%	0	3	

Table 1 - Accomplishments – Program Year & Strategic Plan to Date

Assess how the jurisdiction’s use of funds, particularly CDBG, addresses the priorities and specific objectives identified in the plan, giving special attention to the highest priority activities identified.

The PY24 Action Plan identified four priority objectives. The following summarizes how the City of Auburn utilized CDBG and HOME resources to advance these priorities, with emphasis on the highest priority activities.

1. Safe and Affordable Housing

CDBG funds supported the rehabilitation of homes for low- to moderate-income households, complemented by resources from the Office of Lead Hazard Control & Healthy Homes. During PY24, **17 units** received rehabilitation and lead abatement services. Additionally,

three households received Tenant-Based Rental Assistance, and **two new affordable units** were created. These efforts directly advanced the City's highest priority of preserving and expanding safe, affordable housing opportunities.

2. **Infrastructure Improvement and Blight Reduction**

CDBG funds were used to continue renovations at the **Police Activities League (PAL) Center** in the Union Street neighborhood, a critical community facility providing after-school programming for at-risk youth and operating the City's grab-and-go food distribution program. As part of this initiative, **15 substandard residential units were demolished**, and all affected residents were successfully rehoused. While construction was not completed during PY24, measurable outcomes will be reported in the PY25 CAPER.

CDBG funds also initiated renovation of the **Community Resource Center at 121 Mill Street**. During PY24, portions of the facility opened to the public, hosting a drop-in center and soup kitchen to serve homeless and at-risk residents.

3. **Promotion of Economic Opportunities**

No economic development activities were funded through CDBG or HOME during PY24.

4. **Provision of Essential Services**

HUD funds supported two essential service initiatives for low- and moderate-income residents. The **Auburn Recreation Scholarship Program** received **\$20,000 in CDBG assistance**, enabling **21 youth** from income-eligible families to attend summer camp. Additionally, through HOME-ARP, Auburn provided operating support to **Preble Street**, including sub-grants for a Rapid Re-Housing program and a Housing Stabilization case manager located at the 121 Mill Street Community Resource Center. These services strengthened Auburn's local safety net for households experiencing or at risk of homelessness.

CR-10 - Racial and Ethnic composition of families assisted

Describe the families assisted (including the racial and ethnic status of families assisted).

91.520(a)

	CDBG	HOME
White	153	377
Black or African American	24	87
Asian	0	0
American Indian or American Native	0	0
Native Hawaiian or Other Pacific Islander	4	0
Total	181	464
Hispanic	0	14
Not Hispanic	181	450

Table 2 – Table of assistance to racial and ethnic populations by source of funds

Narrative

According to the 2020 Census, Auburn’s population totals **24,061**. Of this population, **87.7% identify as White, 4.5% as Black or African American, and 0.4% as American Indian or Alaska Native**. The CR-10 reporting system does not fully capture individuals with multiple racial identities, as mixed-race households are typically recorded under a single primary race. As a result, some demographic groups may be underreported; for example, **seven multi-racial individuals/households were excluded from program data** due to system limitations.

CDBG Beneficiaries

During PY24, CDBG funds served a spectrum of residents:

- **84% White**
- **13% Black or African American**
- **6 multi-racial individuals**, who were assisted but not reflected within HUD’s reporting metrics.

Not reflected in the above data are participants in the **Drop-In Center**, which recorded **451 male and 287 female unique individuals** served during PY24. Between February and June 2025, the Drop-In Center logged **4,551 visits**; however, racial demographic data was not consistently collected and could not be included in HUD reporting.

HOME Beneficiaries

HOME assistance was provided to **two White individuals** and **one multi-racial individual**, though the latter is not represented within HUD's CR-10 system.

HOME-ARP Beneficiaries

Although not captured in the CR-10, HOME-ARP funding accounted for the most significant increase in services during PY24. In total, **357 individuals experiencing homelessness** and **139 individuals at risk of homelessness** received supportive services through multiple sub-grants across Auburn and Lewiston. Subrecipients included **Preble Street's Rapid Re-Housing program, Auburn's Housing Stability Case Management initiative, Trinity Jubilee Center, New Beginnings, and other local partners.**

The demographic distribution of beneficiaries in PY24 reflects Auburn's broader population patterns, with White residents comprising the majority of participants served. However, Black or African American residents represented **13% of CDBG beneficiaries**, nearly three times their share of Auburn's overall population (4.5%). This suggests that HUD-funded programs are effectively reaching historically underserved populations who experience disproportionate housing challenges. At the same time, the underreporting of multi-racial individuals due to CR-10 limitations presents challenges in fully capturing service availability.

The most notable trend in PY24 is the impact of HOME-ARP funding, which enabled the City and its partners to reach nearly **500 individuals experiencing or at risk of homelessness**. These outcomes highlight both the ongoing need for targeted homeless services and the importance of flexible funding streams that align with Auburn's proactive approach.

CR-15 - Resources and Investments 91.520(a)

Identify the resources made available

Source of Funds	Source	Resources Made Available	Amount Expended During Program Year
CDBG	public - federal	1,090,629	1,087,285.17
HOME	public - federal	2,652,990	459,454.07

Table 3 - Resources Made Available

Narrative

In PY24, the City continued to strategically invest program income and prior-year carryover funds into large, multi-year projects. These efforts were strengthened by leveraging Congressional Directed Spending and American Rescue Plan Act (ARPA) allocations approved by the City Council, allowing CDBG resources to be integrated into multi-million-dollar community development initiatives. Notable examples include ongoing construction at the Police Activities League (PAL) Center, which supports at-risk youth and community food access; redevelopment of the 121 Mill Street Community Resource Center, now partially operational as a drop-in center for homeless and at-risk residents; and planning support for the Hampshire Street Commons, Auburn Housing Authority's upcoming Home for Good Development. Together, these investments reflect Auburn's strategy of aligning CDBG with other federal and local resources to maximize community impact.

Identify the geographic distribution and location of investments

Target Area	Planned Percentage of Allocation	Actual Percentage of Allocation	Narrative Description

Table 4 – Identify the geographic distribution and location of investments

Narrative

The City of Auburn continues to prioritize investment in Public Infrastructure projects within neighborhoods with the greatest concentration of low- and moderate-income residents. While the 2020–2024 Consolidated Plan employed a city-wide approach, the most recent Action Plan established a targeted focus area encompassing Census tracts 101, 103, and 105, where over 51% of residents are classified as Low- to Moderate-Income, based on 2015 ACS data derived from the 2010 Census.

During PY24, two major Public Infrastructure projects were initiated:

1. Police Activities League (PAL) Center – Union Street Neighborhood
Construction continued on the PAL Center, which serves as a hub for afterschool programming for at-risk youth and hosts the City's grab-and-go food program. As part of this initiative, 15 substandard residential units were demolished, and all displaced residents were successfully

rehoused. Completion of construction and associated community impacts will be reported in the PY25 CAPER.

2. Auburn Resource Center – New Auburn

CDBG funds were used to begin renovations at the 121 Mill Street facility, creating a multi-use community resource space. Portions of the facility opened during PY24, providing a drop-in center and soup kitchen for homeless and at-risk residents, and hosting on-site supportive services through partners including Preble Street. Completion of the full facility and measurable outcomes will also be documented in PY25.

These investments demonstrate the City’s strategic approach to blight reduction, infrastructure improvement, and community stabilization, leveraging CDBG resources to strengthen neighborhoods with high concentrations of low- and moderate-income residents while leveraging the city’s Opportunity Zone designation.

Leveraging

Explain how federal funds leveraged additional resources (private, state and local funds), including a description of how matching requirements were satisfied, as well as how any publicly owned land or property located within the jurisdiction that were used to address the needs identified in the plan.

The city diligently monitors the carry-forward of available matching funds from prior years. In the current year, there was a carry-forward of \$1,322,129 in matching funds.

The city's programs augment their financial resources by stipulating that owner-investors of rental properties contribute matching funds. Specifically, Lead projects entail matching funds from investor/owners projects of up to \$2,000 per unit.

Public Service funds were leveraged with other federal, state, and local funding. These funders include:

- MaineCare
- EFSP (Emergency Food and Shelter Program)
- MaineHousing
- Individual donors
- United Way
- John T. Gorman Foundation
- Lewiston Auburn Metropolitan Chamber of Commerce
- Lewiston Adult Education
- Auburn school system

Numerous public facilities were employed for various public service initiatives. For instance, the Auburn Senior Center at 48 Pettengill Park Road served as a location for the Auburn Recreation Summer Camp. The Grab-N-Go Food Pantry operated from the Recreation facilities during PAL center construction. Additionally, 4 service provider partners utilize space donated by the city at their 95 Main St. office to meet with clients and deliver services to Auburn residents. Moving forward, over 10 partner service providers are now hosted in offices at the new Auburn Resource Center located at 121 Mill Street in New Auburn (a qualified census tract).

Fiscal Year Summary – HOME Match	
1. Excess match from prior Federal fiscal year	1,322,130
2. Match contributed during current Federal fiscal year	0
3. Total match available for current Federal fiscal year (Line 1 plus Line 2)	1,322,130
4. Match liability for current Federal fiscal year	514
5. Excess match carried over to next Federal fiscal year (Line 3 minus Line 4)	1,321,616

Table 5 – Fiscal Year Summary - HOME Match Report

Match Contribution for the Federal Fiscal Year								
Project No. or Other ID	Date of Contribution	Cash (non-Federal sources)	Foregone Taxes, Fees, Charges	Appraised Land/Real Property	Required Infrastructure	Site Preparation, Construction Materials, Donated labor	Bond Financing	Total Match

Table 6 – Match Contribution for the Federal Fiscal Year

HOME MBE/WBE report

Program Income – Enter the program amounts for the reporting period				
Balance on hand at begin-ning of reporting period \$	Amount received during reporting period \$	Total amount expended during reporting period \$	Amount expended for TBRA \$	Balance on hand at end of reporting period \$
135,147	86,060.86	0	0	221,207.86

Table 7 – Program Income

Minority Business Enterprises and Women Business Enterprises – Indicate the number and dollar value of contracts for HOME projects completed during the reporting period						
	Total	Minority Business Enterprises				White Non-Hispanic
		Alaskan Native or American Indian	Asian or Pacific Islander	Black Non-Hispanic	Hispanic	
Contracts						
Dollar Amount	0	0	0	0	0	0
Number	0	0	0	0	0	0
Sub-Contracts						
Number	0	0	0	0	0	0
Dollar Amount	0	0	0	0	0	0
	Total	Women Business Enterprises	Male			
Contracts						
Dollar Amount	0	0	0			
Number	0	0	0			
Sub-Contracts						
Number	0	0	0			
Dollar Amount	0	0	0			

Table 8 - Minority Business and Women Business Enterprises

Minority Owners of Rental Property – Indicate the number of HOME assisted rental property owners and the total amount of HOME funds in these rental properties assisted						
	Total	Minority Property Owners				White Non-Hispanic
		Alaskan Native or American Indian	Asian or Pacific Islander	Black Non-Hispanic	Hispanic	
Number	0	0	0	0	0	0
Dollar Amount	0	0	0	0	0	0

Table 9 – Minority Owners of Rental Property

Relocation and Real Property Acquisition – Indicate the number of persons displaced, the cost of relocation payments, the number of parcels acquired, and the cost of acquisition						
Parcels Acquired		0		0		
Businesses Displaced		0		0		
Nonprofit Organizations Displaced		0		0		
Households Temporarily Relocated, not Displaced		0		0		
Households Displaced	Total	Minority Property Enterprises				White Non-Hispanic
		Alaskan Native or American Indian	Asian or Pacific Islander	Black Non-Hispanic	Hispanic	
Number	0	0	0	0	0	0
Cost	0	0	0	0	0	0

Table 10 – Relocation and Real Property Acquisition

CR-20 - Affordable Housing 91.520(b)

Evaluation of the jurisdiction's progress in providing affordable housing, including the number and types of families served, the number of extremely low-income, low-income, moderate-income, and middle-income persons served.

	One-Year Goal	Actual
Number of Homeless households to be provided affordable housing units	0	0
Number of Non-Homeless households to be provided affordable housing units	23	3
Number of Special-Needs households to be provided affordable housing units	0	0
Total	23	3

Table 11 – Number of Households

	One-Year Goal	Actual
Number of households supported through Rental Assistance	0	3
Number of households supported through The Production of New Units	13	2
Number of households supported through Rehab of Existing Units	10	0
Number of households supported through Acquisition of Existing Units	0	0
Total	23	5

Table 12 – Number of Households Supported

Discuss the difference between goals and outcomes and problems encountered in meeting these goals.

In the context of the HOME programs, goals refer to the specific objectives outlined in the 2024 Annual Action Plan, which include facilitating access to affordable housing through programs like Tenant-Based Rental Assistance (TBRA) and security deposit assistance. Outcomes, on the other hand, measure the actual results achieved from these programs, such as the number of households assisted and the effectiveness of various initiatives.

The Auburn-Lewiston Consortium operates four key programs aimed at helping low-income residents secure and maintain decent, safe, and affordable housing:

- TBRA Program: This program provides security deposit assistance to low-income households seeking affordable housing.
- Auburn Lead Hazard Program: This initiative removes lead hazards in income-qualified units, serving low- to moderate-income homeowners and tenants. Landlords must create or maintain affordable housing for a minimum of three years.
- HOME Funds: These funds are allocated to the development of new affordable housing in both cities.
- HOME-ARP: these funds are used to provide case management and resources to homeless and at-risk residents (including TBRA, employment training, childcare, transportation etc.). Unfortunately, the impact from these services are not included in HUD's CAPER reporting system and will therefore be incorporated within these narratives where appropriate.

During the program year, security deposit assistance and ongoing rent support were provided to low- and moderate-income populations in both Auburn and Lewiston through gap-financing programs operated by community non-profits. Many of the Auburn residents that would have qualified for TBRA were serviced by Preble Street's Rapid Rehousing program which is funded in part by HOME-ARP dollars.

All housing programs, except TBRA, are subject to an affordability period and rent maximums. TBRA rent caps align with Fair Market Rents (FMR) published by HUD, while new units created with HOME funds are bound by a 20-year affordability period, with rates adjusted annually to reflect rising housing costs.

Several challenges hinder the achievement of these goals:

1. Rent Caps vs. Market Rent: For TBRA clients, finding rental units that comply with rent limits, while considering utility costs, is increasingly difficult. Landlords must evaluate potential loan funds against possible rent differentials to determine profitability. Increasing rent caps could significantly alleviate this barrier.
2. Low Rental Vacancy Rates: A report by the Sun Journal on July 9, 2023, indicated a vacancy rate of nearly 0% in Lewiston and Auburn. This lack of available rental units exacerbates the challenge for TBRA clients, making it difficult to secure affordable housing.

During PY24 staff worked diligently to convene a partnership for the application of a HOME For Good program provided by Maine State Housing Authority (MSHA). The approval of this application began the process of building 30 units of supportive housing on a city owned parcel of land. Construction of these units will commence in 2026 and expected to be online in 2027.

To highlight the difficulties deploying HOME funds, MSHA has declined the addition of \$1,000,000 in Auburn HOME funds due to the undesirable conditions these funds necessitate (i.e. Buy-American, build American, etc.).

Discuss how these outcomes will impact future annual action plans.

Securing safe, quality, and affordable housing remains an escalating challenge across Maine. As the Auburn-Lewiston Consortium develops future action plans, there is an urgent need for more comprehensive research aimed at reducing barriers to accessing affordable housing programs.

The City of Auburn has seen dramatic increased in new, market rate affordable units coming online. Unfortunately, no developers, including MSHA and their regular non-profit housing developers, have any desire to accept HOME funds due to the added cost to construction they beget.

Additionally, the availability of HOME-ARP funds presents an opportunity to enhance support for individuals facing homelessness. These funds have been used to cover a broader range of housing-related costs, such as moving expenses, storage fees, and utility payments. The Community Development staff have partnered with local nonprofits, including Preble Street, to address further barriers to housing.

These critical considerations will be integral to shaping the objectives of the forthcoming 2026 Action Plan, ensuring that the Consortium addresses the evolving needs of the community effectively.

Include the number of extremely low-income, low-income, and moderate-income persons served by each activity where information on income by family size is required to determine the eligibility of the activity.

Number of Households Served	CDBG Actual	HOME Actual
Extremely Low-income	5	2
Low-income	191	1
Moderate-income	9	0
Total	205	3

Table 13 – Number of Households Served

Narrative Information

In program year 2024, no HOME rehabilitation or unit creation projects were completed. However, HOME funds were effectively allocated to assist three low-income households in securing security deposits, facilitating their transition to affordable housing.

This year saw the conclusion of a three-year Lead & Healthy Homes program. This program provided grants to homeowners and landlords, enabling them to improve living conditions by mitigating lead hazards. In total, 26 units benefited from this program and must either be occupied by low- to moderate-income families or be made available to such tenants in the future.

Additionally, the Lead & Healthy Homes program leveraged CDBG funds to cover the required matching funding for income-qualified homeowners. This ensures an affordability period of three years, during which maximum rent rates are monitored to maintain continued affordability. Importantly, each newly rehabilitated unit generates one new affordable unit within the city, contributing to the overall housing stock and supporting community needs.

CR-25 - Homeless and Other Special Needs 91.220(d, e); 91.320(d, e); 91.520(c)

Evaluate the jurisdiction's progress in meeting its specific objectives for reducing and ending homelessness through:

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

In PY24 the City of Auburn officially opened the Auburn Resource Center (ARC), a transformative initiative designed to expand access to critical services, strengthen coordination among providers, and foster greater accountability in addressing unmet community needs. By breaking down barriers to care and streamlining access, the Auburn Resource Center is creating new pathways to stability, independence, and dignity for all residents. The center advances the goals of the President's Executive Order on homelessness services by ensuring that support is more efficient, and effective for those who need it most.

Housed in a repurposed, city-owned facility within Auburn's only federally designated Opportunity Zone, the 15,000-square-foot ARC serves as a centralized hub for individuals and families experiencing homelessness or at risk of homelessness. The center brings together municipal programs and nonprofit partners under one roof, offering comprehensive, wraparound services ranging from housing assistance and workforce training to health and social supports.

The Drop-In Center, YMCA of Auburn-Lewiston Food Pantry, Recovery Connections of Maine, Maine Reentry Network, Spurwink, Preble Street, MEIRS, and Better Life Partners provide essential on-site services that strengthen Auburn's community safety net. Together, these partners address hunger, homelessness, behavioral health, addiction recovery, and reentry support while fostering connection, stability, and resilience. By meeting critical needs with compassion and expertise, they empower individuals and families to overcome hardship and build stronger, healthier lives.

Alongside nonprofit partners, the City of Auburn serves as a municipal anchor for the Resource Center. The Community Development Office administers federal programs like CDBG and HOME to promote housing stability and neighborhood revitalization, while the General Assistance Office provides emergency relief for residents in crisis. Complementing these efforts, the Public Health Manager connects homelessness services with broader health access initiatives, ensuring vulnerable residents have access to safe and healthy living conditions.

Through this adaptive reuse project, Auburn has transformed a vacant commercial property into a hub of hope and opportunity. The Resource Center embodies a proactive, compassionate, and coordinated response to homelessness—one that can serve as a model for other communities in Maine and beyond.

In February 2025 the Drop-In Center officially relocated to the Auburn Resource Center at 121 Mill St. This CDBG funded facility is continuing to be built out, but at the close of PY24 had already recorded 4,

551 visits from 738 unique individuals.

Within PY24 the city supported Preble Street's Rapid Rehousing program as well as designed a new Housing Stability case management position that was awarded to Preble Street via a competitive RFP process. Rapid Rehousing provides comprehensive, client-centered support to improve housing stability and foster long-term financial independence. Ten individuals (five households) have been supported by this funding and now are moving closer towards goals of stabilization in housing. Similarly, the Housing Stability case manager has assisted 21 Individuals (8 homeless and 13 at risk of homelessness) in the last quarter of PY24.

Additionally, the City Council allocated resources from the American Rescue Plan Act (ARPA) to support the Project Support You (PSY) program, which introduced dedicated co-responders specializing in mental health and substance abuse. These individuals collaborated closely with the Auburn police and fire departments, enhancing care during 929 rescue or police calls. This response brought them in contact with 1,237 individuals in distress, 509 of which were homeless.

Addressing the emergency shelter and transitional housing needs of homeless persons

Maine continues to address the critical needs for emergency shelter and transitional housing for individuals experiencing homelessness. This effort is coordinated through the leadership and advocacy of the Maine Continuum of Care, the Maine Statewide Homeless Council, and various regional homeless councils.

In response to the homelessness crisis, both the cities of Auburn and Lewiston established Mayoral Ad-hoc Committees on Homelessness or shelter development. These committees have been actively working to identify resources, recommend locations, and develop proposals for the establishment of warming centers and permanent homeless shelters within their jurisdictions.

During the winter months, MaineHousing provided funding to a local non-profit organization to operate a warming shelter in Lewiston, ensuring the availability of critical services during harsh weather conditions.

It is important to note that many local shelters do not receive direct financial support from the Maine Housing Authority. As a result, the City of Auburn allocates a portion of its Public Service funding to support these essential services. A key beneficiary of this support is Safe Voices, an organization dedicated to assisting victims of domestic violence and sex trafficking. Safe Voices offers a range of services, including re-housing and homelessness diversion programs, aimed at providing safety and stability for vulnerable populations.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: likely to become homeless after being discharged from publicly funded institutions and systems of care (such as health care

facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); and, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs

The City's Community Development and General Assistance programs have formed partnerships with various housing-focused organizations to enhance service delivery. These community partners embed staff within city facilities, allowing for the sharing of resources and clients across multiple programs. Services provided through this collaboration include housing navigation, gap financing to cover rental costs exceeding General Assistance maximums, and job search and training programs for residents. These efforts target a wide range of individuals and families experiencing or at risk of homelessness, including those fleeing domestic or dating violence, sexual assault, stalking, or trafficking, as well as individuals discharged from public institutions or systems of care.

Additionally, both Auburn and Lewiston's HOME Tenant-Based Rental Assistance (TBRA) programs support individuals based on income eligibility, serving many recently discharged individuals who meet the income requirements. These programs provide Auburn residents with a broad array of services aimed at preventing or alleviating homelessness. Through the TBRA programs, eligible residents receive assistance with security deposits equivalent to two months' rent, according to program guidelines.

The Housing Resources Program extends further assistance to those ineligible for TBRA, including:

- Security deposits
- First and last month's rent
- Housing application fees
- Relief for utility arrears and short-term payments for ongoing utility costs
- Support for rent arrears
- Moving expenses and temporary storage fees
- Financial aid for non-housing expenses such as childcare, transportation (bus passes or gas vouchers), supplies and testing for HiSET (high school equivalency) classes, certification courses and exams, credit repair services, and outpatient medical care not covered by MaineCare or private insurance.

Both programs also offer referrals to additional services, including:

- Housing navigators to assist clients in securing homes in a competitive rental market
- Employment and job training programs
- Educational resources, including adult education programs
- Case management services
- Credit counseling

A significant challenge faced by these programs has been the distribution of move-in costs for rental units, as HUD's Fair Market Rent (FMR) caps limit the rent that can be covered. This has caused

hesitation among landlords, who are often reluctant to participate in programs that cap rental income at below-market rates, particularly in a climate of rising market rents.

Moreover, the Statewide Homeless Council, in partnership with the Department of Corrections, is implementing the Maine Criminal Justice System Blueprint for Ending and Preventing Homelessness. This initiative aims to prevent individuals from being released from incarceration into homelessness. A similar Blueprint for Ending Homelessness, developed in collaboration with the Department of Health and Human Services (DHHS), focuses on discharge planning for individuals leaving state-run mental health facilities, further addressing homelessness prevention at the systemic level.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

The City's Community Development staff, including the Public Health Manager and General Assistance Administrator, work closely with the School Department, Police and Fire Departments, and local non-profits such as Safe Voices and New Beginnings. This coordinated approach ensures seamless referrals for residents in need, connecting them to appropriate service providers.

The HOME-ARP Housing Resources Program and HOME Tenant-Based Rental Assistance (TBRA) programs provide crucial financial support for move-in costs, such as security deposits and utility connections, directly benefiting individuals experiencing homelessness or at risk of becoming homeless. Program staff are also trained to mediate between tenants and landlords, ensuring stable housing situations. Additionally, they offer referrals to organizations that help recently unhoused families rebuild essential life skills, such as home management, budgeting, financial literacy, credit repair, and other necessary skills for long-term housing stability.

In the upcoming year, Auburn and Lewiston will expand their collaboration with local non-profit organizations to broaden the scope of these projects. A key initiative includes new partnerships with Service providers located at the Auburn Resource Center.

CR-30 - Public Housing 91.220(h); 91.320(j)

Actions taken to address the needs of public housing

In partnership with the Auburn Housing Authority, the City advanced Hampshire Street Commons, a 30-unit supportive housing development in downtown Auburn designed in alignment with Home for Good principles. The project expands the availability of deeply affordable and supportive housing by combining public housing units, Housing Choice Vouchers, and Low-Income Housing Tax Credit units in a single development. All of the units are reserved for individuals and families experiencing homelessness, with on-site supportive services provided to promote long-term stability and self-sufficiency. This initiative not only addresses the immediate needs of residents in public housing but also strengthens Auburn's overall affordable housing stock, ensuring long-term viability, accessibility, and integration within the community.

This year, in response to rising rental rates and limited housing availability, AHA increased payment standards within its Section 8 voucher program to 120% of Fair Market Rent. This adjustment aims to help low-income renters secure affordable housing and reflects AHA's ongoing commitment to adapting to local market conditions and ensuring housing stability for families in need.

MaineHousing's Family Self-Sufficiency (FSS) staff continue to lead statewide initiatives to improve program processes and evaluation across Public Housing Authorities (PHAs). Working closely with other FSS staff, MaineHousing is navigating new HUD regulations to maintain consistent and effective service delivery. In collaboration with Compass Working Capital, MaineHousing is also an active member of the National FSS Network, partnering with the Portland Housing Authority to advance these goals.

In line with its strategic priorities, AHA is also focusing on shifting operations toward a voucher-based model. This approach encourages the development of privately constructed housing that accepts housing vouchers, broadening affordable housing opportunities and integrating low-income households into a wider range of community environments.

Actions taken to encourage public housing residents to become more involved in management and participate in homeownership

The City of Auburn is dedicated to expanding affordable housing opportunities and supporting low-income residents in their journey toward homeownership. To help achieve this, the city actively refers low-income individuals, including public housing residents, to Community Credit Union (CCU) and Community Concepts Inc. (CCI). These organizations provide critical programs that assist residents in securing mortgages and offer down payment support, essential components for families seeking to achieve stable and sustainable housing.

One key program prepares residents to meet the qualifications for a \$5,000 grant from Maine Housing, which can be applied toward down payments or closing costs. This initiative reduces financial barriers to homeownership for low-income families, making stable housing more attainable.

Actions taken to provide assistance to troubled PHAs

Neither the Lewiston Housing Authority nor the Auburn Housing Authority (AHA) are classified as troubled. In fact, Auburn Housing Authority's Section 8 Management Assessment Program (SEMAP) submission for the year ending March 31, 2024, earned the designation of High Performer, the highest rating awarded by HUD.

On August 14-15, HUD conducted a Real Estate Assessment Center (REAC) inspection at AHA, using the new National Standards for the Physical Inspection of Real Estate (NSPIRE) paradigm. AHA received a score of 90, equivalent to an "A" grade. The NSPIRE inspection places a greater emphasis on the condition of individual housing units, in contrast to the previous focus on common areas and mechanical facilities. This inspection included 177 Public Housing units at Towne House, Family Development, Merrill Estates, Broadview Acres, and Lincoln School.

CR-35 - Other Actions 91.220(j)-(k); 91.320(i)-(j)

Actions taken to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment. 91.220 (j); 91.320 (i)

The City of Auburn continues to take proactive steps in eliminating barriers to housing development through several key initiatives over the past three years. One of the most impactful changes has been the implementation of LD 2003, which permits accessory dwelling units (ADUs) in all residential zoning districts. This legislation allows for the construction of up to four units on a single lot, significantly increasing housing flexibility and density across the city.

In addition to these reforms, Auburn has introduced a form-based code across approximately 3,300 acres of core city land. This approach, the city's most flexible zoning framework for housing, focuses on the physical form and scale of buildings rather than the number of units. By setting parameters for lot design, building height, and parking requirements, the form-based code encourages greater creativity and variety in residential development, enabling multi-unit housing projects without imposing unit restrictions.

These zoning changes are specifically designed to encourage infill development, promote multi-unit housing in residential zones, and provide incentives such as waivers or reductions in permit fees for targeted demographics.

In a notable policy update, the Auburn City Council removed the income requirement for building homes on rural land. Previously, ordinances mandated that 30% of a household's income be derived from farming activities in rural zones. The revised ordinance now requires that landowners demonstrate a connection to the land and possess a minimum of 10 acres to build homes. While this policy faced significant public opposition, it represents a step toward increasing housing opportunities in rural areas.

Actions taken to address obstacles to meeting underserved needs. 91.220(k); 91.320(j)

The General Assistance Administrator and Public Health Manager remain crucial members of Auburn's Community Development team. In addition, new staff members have been hired under the HOME-ARP program to provide direct services to underserved residents who are homeless or at risk of homelessness.

These staff members play key roles in weekly team meetings and contribute significantly to the development of both the Action Plan and the CAPER reporting. Their direct, community-facing roles enable them to interact daily with underserved populations, allowing them to swiftly communicate program challenges and changing community needs to the broader team. This flexible approach enables the city to make rapid adjustments to program delivery when needed.

A strategic expansion this year was the hiring of additional Project Support You (PSY) staff members. This position collaborates closely with the police and fire departments to engage individuals in crisis, including those who are unhoused and individuals with substance use or mental health disorders, ensuring they receive appropriate support and connections to housing services.

Actions taken to reduce lead-based paint hazards. 91.220(k); 91.320(j)

The City of Auburn completed a three-year Lead Hazard Control & Healthy Homes (OLHCHH) grant commencing in November 2021. To complement this grant, CDBG funds were employed as matching resources to offer supplementary subsidy grants to residents who meet income qualifications.

In total twenty-six housing units underwent lead assessments, and subsequent remediation efforts were undertaken.

Actions taken to reduce the number of poverty-level families. 91.220(k); 91.320(j)

The City of Auburn administers four key programs designed to directly support individuals and families facing poverty:

General Assistance (GA): This program provides emergency and ongoing support to low-income families, including food vouchers, temporary lodging in hotels or motels, and continuous rent aid. In PY24 GA assisted 332 households, offering 272 with housing assistance, 144 with utility support, 82 with food assistance, 28 with medical aid, 5 with burial or cremation assistance, 28 with baby supplies, 78 with household items.

Project Support You (PSY): Funded through ARPA, this frontline initiative works closely with the police and fire departments to provide immediate assistance to individuals in crisis. In PY24 the PSY workers served 823 clients, including 509 who were unhoused. During this time, PSY staff responded to 929 police or fire calls while making contact with 1,237 unique individuals.

HOME TBRA (Tenant-Based Rental Assistance): This program helps low-income families by covering the security deposit required when moving into a new rental unit. Recognizing that 37% of American families cannot manage a \$400 emergency expense, this program alleviates the financial burden of upfront costs. Auburn and Lewiston together supported 3 families through this program.

HOME-ARP Housing Resources Program: This program assists individuals and families living in unstable housing situations, including those in encampments, vehicles, and emergency shelters. The Housing Stability Coordinator served 21 individuals, helping them apply for housing assistance, providing case management, and aiding in housing searches.

Additionally, Auburn Community Development continues to allocate resources to support various public services and housing programs.

Actions taken to develop institutional structure. 91.220(k); 91.320(j)

Internally, the City of Auburn has undertaken a comprehensive redevelopment of its Community Development department. This overhaul includes the integration of the General Assistance program with the Public Health Manager role, fostering a more team-based approach to service delivery. This restructuring has enabled staff to offer a more comprehensive and holistic range of services tailored to specific communities.

In 2025, the city relocated the Community Development department to the new, HUD funded, Auburn Community Resource Center. Together with over 10 community service providers, city staff collaborates with experienced case managers, substance abuse councilors and job training experts.

This redevelopment aligns with broader city initiatives aimed at streamlining application, approval, and service delivery processes. These efforts have significantly reduced response times and improved the program's ability to address identified needs and available resources more effectively.

In tandem with these internal changes, MaineHousing and the Maine Continuum of Care (CoC) have continued their collaboration to revamp and enhance the Coordinated Entry system. The Maine CoC has also made progress in addressing issues identified in the 2019 gaps and needs analysis, further supporting the city's goal of improving service delivery and resource allocation.

Actions taken to enhance coordination between public and private housing and social service agencies. 91.220(k); 91.320(j)

The Community Development Staff is collaborating closely with Auburn Housing Authority (AHA) staff to formulate plans for the creation of new affordable housing units. Additionally, they are jointly managing the Security Deposit assistance and Housing Resources programs.

Identify actions taken to overcome the effects of any impediments identified in the jurisdictions analysis of impediments to fair housing choice. 91.520(a)

The City of Auburn has dedicated substantial effort to overcoming obstacles that hinder the development of new affordable housing units. These initiatives include adopting a form-based code, revising density standards in residential zones to allow for accessory dwelling units, and reducing required road frontage to facilitate in-fill development. Additionally, significant attention has been directed towards identifying and addressing impediments to fair housing, as highlighted by the Maine Housing Authority.

In 2019, the Maine State Housing Authority (MSHA) issued an analysis of Impediments to Fair Housing Choice, recognizing that community opposition to planning and zoning improvements designed to promote affordable housing is discriminatory. MSHA committed to supporting affordable housing projects in the face of such opposition. Restricting access to specific types or locations of housing

development for low-income populations limits opportunities and fairness for our most vulnerable residents.

Moreover, concentrating subsidized housing exclusively in downtown urban areas often succumbs to the opposition identified by MSHA. Therefore, the City embraces development models that expand housing choices across all neighborhoods, recognizing that each area and resident brings unique value. Ensuring that all families, regardless of income, have the freedom to choose their homes and the environment in which to raise their children is a fundamental right.

The Community Development department supports the inclusive zoning efforts led by the Planning & Permitting department and remains committed to creating affordable housing in Auburn with a focus on increased accessibility, and choice. This approach aligns with MSHA's recommendations to promote economic spectrum through mixed-income housing and the increased utilization of housing choice vouchers in low-poverty areas.

CR-40 - Monitoring 91.220 and 91.230

Describe the standards and procedures used to monitor activities carried out in furtherance of the plan and used to ensure long-term compliance with requirements of the programs involved, including minority business outreach and the comprehensive planning requirements

The Community Development staff, in collaboration with the Auburn-Lewiston Consortium, has implemented a comprehensive monitoring program to ensure that fund recipients adhere to program guidelines throughout the federally mandated affordability period. This program includes an annual desk monitoring, risk assessment, and on-site inspection process to verify and document compliance with income levels, fair market rental rates, and the city's housing standards.

During PY24 there were two projects in Auburn which required monitoring. These were 48 Hampshire Street and 62 Spring Street. Staff worked with the property management team to verify the HOME units are in compliance.

Enhanced oversight and technical assistance have been established for Public Service and HOME-ARP grant recipients. The city requires subrecipients to submit quarterly demographic and impact reports for preliminary review before requesting fund disbursements. These reports include demographic information on low- and moderate-income program recipients, as well as administrative data such as payroll records and financial expenditure reports. This rigorous review process ensures that grant recipients are not only able to deliver essential services but also effectively track and report their impact.

Citizen Participation Plan 91.105(d); 91.115(d)

Describe the efforts to provide citizens with reasonable notice and an opportunity to comment on performance reports.

The draft 2024 Consolidated Annual Performance and Evaluation Report (CAPER) was made available for public comment in compliance with statutory requirements from September 9th to September 30th. A notice was published in the Sun Journal on September 11th, to align with a Public Hearing conducted by the Auburn City Council on September 15th.

Public notification was carried out in accordance with the Citizen Participation Plan, and documentation of the public hearing notice was maintained on the administration screen. The city also utilized social

media platforms to solicit input and directly emailed the CAPER to the 2,041 individuals subscribed to email alerts through the city's marketing department. Despite these efforts, no comments were received.

Enhanced outreach initiatives included posting CAPER notices with direct access links and QR codes in key public facilities across the city, such as city hall, the public library, senior housing facilities, and food pantries. Additional outreach efforts featured a multilingual website, social media notifications, and a press release, all of which provided information on language translation services and access to printed versions of the report.

CR-45 - CDBG 91.520(c)

Specify the nature of, and reasons for, any changes in the jurisdiction's program objectives and indications of how the jurisdiction would change its programs as a result of its experiences.

No changes were made to the city's program objectives during the program year

Does this Jurisdiction have any open Brownfields Economic Development Initiative (BEDI) grants?

No

[BEDI grantees] Describe accomplishments and program outcomes during the last year.

CR-50 - HOME 24 CFR 91.520(d)

Include the results of on-site inspections of affordable rental housing assisted under the program to determine compliance with housing codes and other applicable regulations

Please list those projects that should have been inspected on-site this program year based upon the schedule in 24 CFR §92.504(d). Indicate which of these were inspected and a summary of issues that were detected during the inspection. For those that were not inspected, please indicate the reason and how you will remedy the situation.

Activity #1770, 48 Hampshire St: Desk monitoring was conducted on the property. On-site inspection reports were provided.

Activity #1653, 62 Spring St: desk monitoring was conducted on the property. On-site inspection reports were provided.

Provide an assessment of the jurisdiction's affirmative marketing actions for HOME units. 24 CFR 91.520(e) and 24 CFR 92.351(a)

Property owners are required to develop and maintain both a Management Plan and a Marketing Plan that actively promote Fair Housing objectives. These plans must ensure the impartial selection of residents and adherence to nondiscriminatory practices. Property owners are also responsible for maintaining a documented waiting list of applicants and ensuring that their resident selection policies and criteria comply with all federal regulations and executive orders.

Refer to IDIS reports to describe the amount and use of program income for projects, including the number of projects and owner and tenant characteristics

There were no programs funded with HOME program income in PY24.

Describe other actions taken to foster and maintain affordable housing. 24 CFR 91.220(k) (STATES ONLY: Including the coordination of LIHTC with the development of affordable housing). 24 CFR 91.320(j)

The cities of Auburn and Lewiston are dedicated to supporting the construction and maintenance of affordable housing through their Housing Development and zoning improvements. These initiatives provide federal funding to developers and property owners to cover eligible costs, with the condition that the units created or refurbished adhere to strict affordability standards.

Affordability criteria for these units are established according to HUD guidelines, with rent limits set at either the Fair Market Rent (FMR), Low HOME Rent, or High HOME Rent levels. These measures ensure that the housing remains attainable and affordable to low- and moderate-income residents.

CR-58 – Section 3

Identify the number of individuals assisted and the types of assistance provided

Total Labor Hours	CDBG	HOME	ESG	HOPWA	HTF
Total Number of Activities	0	0	0	0	0
Total Labor Hours					
Total Section 3 Worker Hours					
Total Targeted Section 3 Worker Hours					

Table 14 – Total Labor Hours

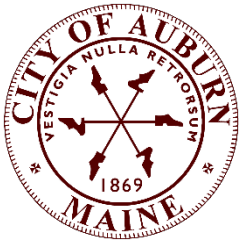
Qualitative Efforts - Number of Activities by Program	CDBG	HOME	ESG	HOPWA	HTF
Outreach efforts to generate job applicants who are Public Housing Targeted Workers					
Outreach efforts to generate job applicants who are Other Funding Targeted Workers.					
Direct, on-the job training (including apprenticeships).					
Indirect training such as arranging for, contracting for, or paying tuition for, off-site training.					
Technical assistance to help Section 3 workers compete for jobs (e.g., resume assistance, coaching).					
Outreach efforts to identify and secure bids from Section 3 business concerns.					
Technical assistance to help Section 3 business concerns understand and bid on contracts.					
Division of contracts into smaller jobs to facilitate participation by Section 3 business concerns.					
Provided or connected residents with assistance in seeking employment including: drafting resumes, preparing for interviews, finding job opportunities, connecting residents to job placement services.					
Held one or more job fairs.					
Provided or connected residents with supportive services that can provide direct services or referrals.					
Provided or connected residents with supportive services that provide one or more of the following: work readiness health screenings, interview clothing, uniforms, test fees, transportation.					
Assisted residents with finding child care.					
Assisted residents to apply for, or attend community college or a four year educational institution.					
Assisted residents to apply for, or attend vocational/technical training.					
Assisted residents to obtain financial literacy training and/or coaching.					
Bonding assistance, guaranties, or other efforts to support viable bids from Section 3 business concerns.					
Provided or connected residents with training on computer use or online technologies.					
Promoting the use of a business registry designed to create opportunities for disadvantaged and small businesses.					
Outreach, engagement, or referrals with the state one-stop system, as designed in Section 121(e)(2) of the Workforce Innovation and Opportunity Act.					

Other.					
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Table 15 – Qualitative Efforts - Number of Activities by Program

Narrative

Outreach efforts continued during the program year, including hosting lead hazard control and RRP training for local contractors and their employees. Although no HOME or CDBG funds were used to provide the activities above the city did use Lead Hazard grant funds to assist 13 new lead abatement contractors to receive their EPA RRP certification.



**City of Auburn
City Council Information Sheet**

Council Workshop or Meeting Date: September 15, 2025

ORDER 88-09152025

Author: Eric J. Cousens, Director of Public Services

Subject: 67 Minot Avenue: after-the-fact hearing on the August 29, 2025 determination to secure the structure

Background: On August 29, 2025, as Executive Director of Public Services, I made a determination that the building at 67 Minot Avenue, which I will refer to as the Structure, posed a serious threat to the public health and safety. Further, I determined that the threat to the public health and safety required prompt action and ordered that the structure be secured.

Information: The Auburn City Council is asked to hold a hearing tonight at 60 Court Street, Auburn, Maine to determine whether the commercial structure located at 67 Minot Avenue in Auburn, Maine (the "Structure") posed a serious threat to the public health and safety, pursuant to 17 M.R.S. § 2856, as of August 29, 2025 and, if so, whether the threat to the public health and safety required prompt action. Based on the information presented at the hearing, the Council is asked to make findings of fact and conclusions of law, and order that on August 29, 2025, the Structure was a threat to the public health and safety that required prompt action.

City Budgetary Impacts: Approval by the Council will enable the City to invoice the property owner for the costs associated with securing the structure and assess a special tax if not paid.

Staff Recommended Action: Hold a hearing and consider any evidence presented and vote on proposed findings of fact, conclusions of law, and order to ratify and adopt August 29, 2025 determination that the Structure must be promptly secured pursuant to 17 M.R.S. § 2856.

Previous Meetings and History: None on the condition of the structure on August 29, 2025

City Manager Comments:

Signature:



Attachments: Procedure for a dangerous buildings hearing to secure a building, and background information. Draft Findings of Fact and Conclusions of Law, records of service and other information will be added by Friday September 12th.

Auburn City Council

**Mayor's Dangerous Building Hearing Procedures
September 15, 2025, City Council Meeting**

State statute provides the standards for the Auburn Council to use at this hearing. Under section 2856, “a municipality has the right to secure buildings that pose a serious threat to the public health and safety,” and if so, whether “the threat to the public health and safety requires prompt action.” The statutory text of the standards are appended to these procedures.

The procedures that I will use to conduct this hearing follows:

- (1) Any documents to be used in this proceeding will be marked as an Exhibit.
- (2) The presentation of evidence for the property will occur in the following order:
 - a. Planning, Permitting and Code Department or Fire Department will present an opening statement, relevant evidence about why staff believe the Structure is a nuisance or dangerous building and, if so, what remedies staff believe the Council should order.

[SKIP TO (e.) IF NO OWNER OR PARTY-IN-INTEREST APPEARED]

- | |
|--|
| <p>b. Following the completion of the staff presentation, any other party will have an opportunity to speak one at a time.</p> |
|--|

<p>Each party may present an opening statement, any comment about the staff evidence and argument, any relevant evidence it wants the City Council to consider and, what any remedy that the Council should order.</p>
--

<p>Each party can ask questions of staff and any of its witnesses.</p>
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- | |
|--|
| <p>c. Staff can then ask questions of any other party and any witness it presents and make additional comments regarding any other party's presentation.</p> |
|--|

- | |
|---|
| <p>d. Any other party can then make additional comments regarding the</p> |
|---|

presentation of the staff.

- e. City Council Members can ask questions of staff, any party, or any witness.
- f. Each side can then make closing remarks of not more than two minutes each.
- (3) Only parties to these hearings will be allowed to participate. Comments from the public will not be taken at this hearing.
- (4) After all information has been presented, the record will be closed.
- (5) The City Council will deliberate and determine whether the structure in question is a threat to public health and safety that requires prompt action. If the Council so determines, it shall deliberate and take a vote on the appropriate order to be made to remedy the situation.
- (6) This is an administrative hearing and not a court proceeding or trial. Therefore, the formal rules of evidence will not apply.
- (7) As Mayor, I will determine the appropriateness and admissibility of evidence, on the advice of the City Attorney.

CHAPTER 91

NUISANCES

SUBCHAPTER 4

DANGEROUS BUILDINGS

§2851. Dangerous buildings

...

2-A. Standard. To adjudge a building to be a nuisance or dangerous, the municipal officers or county commissioners must find that the building is structurally unsafe, unstable or unsanitary; constitutes a fire hazard; is unsuitable or improper for the use or occupancy to which it is put; constitutes a hazard to health or safety because of inadequate maintenance, dilapidation, obsolescence or abandonment; or is otherwise dangerous to life or property.

...

SECTION HISTORY

PL 1965, c. 284 (RPR). PL 1967, c. 401, §1 (AMD). PL 1973, c. 143, §1 (AMD). PL 1979, c. 27, §§1-3 (AMD). PL 1997, c. 6, §1 (AMD). PL 2017, c. 136, §1 (AMD). PL 2019, c. 557, §§1, 2 (AMD).

...

§2856. Securing dangerous buildings

In addition to other proceedings authorized by this subchapter, a municipality has the right to secure buildings that pose a serious threat to the public health and safety and to recover its expenses in so doing as provided in section 2853. If a building is secured under this section, notice in accordance with section 2857 must be given. This notice need not be given before securing the building if the threat to the public health and safety requires prompt action.

SECTION HISTORY

PL 1979, c. 27, §6 (NEW). PL 2017, c. 136, §4 (AMD).

...

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PLEASE NOTE: The Revisor's Office cannot perform research for or provide legal advice or interpretation of Maine law to the public. If you need legal assistance, please contact a qualified attorney.
--

Via Electronic Mail (ecarrington@auburnmaine.gov)

September 11, 2025

City Council
City of Auburn
60 Court Street
Auburn, Maine 04210

Re: September 15, 2025 Public Hearing on Orders 88-09152025 & 89-09152025

Dear Mayor Harmon and City Councilors:

This firm represents Miracle Enterprises, LLC, which owns 67 Minot Avenue. I write regarding the public hearings scheduled for September 15, 2025 on Orders 88-09152025 and 89-09152025, both pursuant to 17 M.R.S. §§ 2851-59, regarding the condition of the building located at 67 Minot Avenue (the “Structure”).

The evidence presented to the Council does not support a finding that the Structure is a serious threat to public health or safety. No licensed structural engineer has issued a report regarding the structural integrity or fire safety of the Structure. No individual or abutter has been harmed as a result of the current state of the Structure. Miracle Enterprises has not abandoned the Structure, and has in fact installed exterior lighting and boarded-up the Structure to ensure the safety of the public.

Accordingly, in the absence of compelling evidence to the contrary, the Structure should not be deemed structurally unsafe, unstable or unsanitary, has not been abandoned, and is not otherwise dangerous to life or property.

I appreciate the Council’s attention to this matter.

Sincerely,

/s/ Zack Brandwein

Zack Brandwein

cc: Michael E. Carey, Esq. (via electronic mail)

67 Minot Avenue Dangerous Buildings Hearings

Public Services
September 15, 2025



67 Minot Ave Dangerous Building Hearing - After the fact hearing on the determination to secure the structure

I am Eric J. Cousens, Executive Director of Public Services.

On Friday August 29, 2025 I was notified that the structure at 67 Minot Avenue was unsecured at a ground level window and issued a determination to secure the structure the same day.

Photo of Unsecured Window From South Goff Street



- I visited the building on Tuesday August 26 and did not observe the same openings in the structure.
- I concluded that the openings were created recently and that there could be someone inside the structure.

Dangerous Conditions and Risk of Fire - Response

- The Structure represents a significant hazard to the community and surrounding properties when it is unsecured due to risk of fire. A fire at the structure is likely to cause significant, risk to people and damage to surrounding property and infrastructure.
- I have established contact information for the owner and immediately emailed the contacts to have the structure secured with no response on Friday August 29.
- After no response I contacted the City Attorney and he spoke with the owners Counsel who did not have authority at that time to grant permission to enter the structure.

Dangerous Conditions and Risk of Fire - Response

- I determined that, before securing the structure an inspection was needed to confirm that there were no people in the building.
- The City secured an emergency inspection warrant from a District Court Judge to enter the structure and verify that it was vacant.

Dangerous Conditions and Risk of Fire - Response

- I, Eric Cousens, David O'Connell, Fire Prevention Officer and APD Lieutenant David Moore entered the structure, inspected it and confirmed that it was empty at approximately 2:30 PM on August 29, 2025.
- Auburn Public Works secured the building promptly after the inspection.
- It was necessary to secure the structure to reduce the hazard that it represents to the community and surrounding property.

**CITY OF AUBURN CITY COUNCIL
FINDINGS OF FACT, CONCLUSIONS OF LAW**

67 MINOT AVENUE

On September 15, 2025 at 7:00 pm, the Auburn City Council held a hearing at 60 Court Street, Auburn, Maine to determine whether the commercial structure located at 67 Minot Avenue in Auburn, Maine (the “Structure”) posed a serious threat to the public health and safety, pursuant to 17 M.R.S. § 2856, as of August 29, 2025 and, if so, whether the threat to the public health and safety required prompt action. Based on the information presented at the hearing, the Council makes the following findings of fact and conclusions of law, and orders that on August 29, 2025, the Structure was a threat to the public health and safety that required prompt action.

Findings of Fact

Present at the hearing on this matter for the City were Eric Cousens, City of Auburn Executive Director of Public Services and David O’Connell, City of Auburn Fire Prevention Officer. The following individual(s) appeared on behalf of the owners or parties in interest:

After considering the testimony and evidence presented, the City Council makes the following findings of fact:

1. On August 29, 2025, the City of Auburn Executive Director of Public Services, Eric Cousens determined that the Structure posed a serious threat to public health and safety, within the meaning of 17 M.R.S. § 2856, that the Structure must be secured, and that the threat to the public health and safety required prompt action before notice in accordance with 17 M.R.S. § 2857 could be given. Planning, Permitting and Code Department Exhibit A.

2. On September 5, 2025, a copy of the notice of hearing (the “Notice of Hearing”) was recorded in the Androscoggin County Registry of Deeds at Book 11913, Page 203. Code Department Exhibit B.

3. The Structure is located on land (the “Parcel”) which is identified as Parcel ID 240-271 on the City of Auburn Tax Maps. Code Department Exhibit C.

4. Between August 29, 2025, and today, the Parcel and Structure was owned by Miracle Enterprise LLC, (the “Owner”) by virtue of a quitclaim deed recorded in the Androscoggin County Registry of Deeds on July 10, 2015, in Book 9180 at Page 151. Code Department Exhibit D.

5. Between August 29, 2025, and today, Mason Resources Finance Limited held an interest in the Parcel and Structure by virtue of a mortgage deed dated January 24, 2019, and recorded in the Androscoggin County Registry of Deeds at Book 10020, Page 33. Code Department Exhibit E.

6. Between August 29, 2025, and today, Daniel R. Lajoie held an interest in the Parcel and Structure by virtue of an Intercreditor Agreement dated September 25, 1998, and recorded in the Androscoggin County Registry of Deeds at Book 4074, Page 104. Code Department Exhibit F.

7. The Owner was served with a copy of the Notice of Hearing on September 8, 2025. Code Department Exhibit G.

8. Mason Resources Finance Limited was served with a copy of the Notice of Hearing on September 8, 2025. Code Department Exhibit H.

9. Daniel R. Lajoie was served with a copy of the Notice of Hearing on September ___, 2025. Code Department Exhibit I.

10. On August 29, 2025, there was a heightened risk of unauthorized person(s) being able to access the Property because there was a broken and unsecured window at the ground level. This window had been secured, when the Parcel was inspected three days earlier. Code Department Exhibit J (same exhibit for the following paragraphs).

11. On August 29, 2025, there was an increased risk of fire starting in the Property due to unauthorized person(s) being able to access the Property.

12. If a fire were to ignite, the fire could spread quickly due to the size, age and condition of the Property, threatening life and property around the Property and would strain the fire department resources.

Conclusions of Law

Applying the legal standards set forth in 17 M.R.S. §§ 2851 and 2856, the Auburn City Council reaches the following conclusions of law:

13. On August 29, 2025, the Structure was not secure.

14. On August 29, 2025, the Structure constituted a fire hazard.

15. On August 29, 2025, the Structure posed a serious threat to the public health and safety.

16. On August 29, 2025, the conditions at the Structure required that the Structure be secured in order to mitigate the threat to public health and safety.

17. On August 29, 2025, the threat to public health and safety posed by the Structure required prompt action.

Any one of conclusions in paragraphs 13 through 17 would be sufficient to support a finding that, on August 29, 2025, the Structure needed to be secured pursuant to 17 M.R.S. § 2856, that the threat to the public health and safety required prompt action.

Order

Having found that the Structure must be promptly secured pursuant to 17 M.R.S. § 2856, the City of Auburn City Council hereby ORDERS:

18. That the determination made by Executive Director Cousens, on August 29, 2025, is hereby ratified and adopted.

19. The City was authorized to secure the Structure on August 29, 2025.

20. That within thirty (30) days after demand by the City, the owners and/or their successors and assigns shall reimburse the City for all expenses incurred in connection with this proceeding, including, but not limited to, service and other costs incurred, attorneys' fees and costs, and expenses for securing and maintaining the Structure.

21. That if the owners and/or their successors and assigns fail to timely reimburse the City for its expenses, the City shall assess a special tax against the Parcel and/or recover its costs by means of a collection action, as provided for by 17 M.R.S. § 2853.

This decision may be appealed to Superior Court under Maine Rule of Civil Procedure 80B.

I, Emily F. Carrington, City Clerk for the City of Auburn, certify that on September 15, 2025, the City of Auburn City Council adopted the above Order.

Dated: September ___, 2025

Emily F. Carrington
City Clerk

STATE OF MAINE
ANDROSCOGGIN, ss

September ___, 2025

Personally appeared before me on this day, Emily F. Carrington, who acknowledges the foregoing instrument to be her free act and deed.

Notary Public/Attorney at Law

Auburn City Council

**Mayor's Dangerous Building Hearing Procedures
September 15, 2025 City Council Meeting**

State statute provides the standards for the Auburn Council to use at this hearing. Under section 2856, “a municipality has the right to secure buildings that pose a serious threat to the public health and safety,” and if so, whether “the threat to the public health and safety requires prompt action.” The statutory text of the standards are appended to these procedures.

The procedures that I will use to conduct this hearing follows:

- (1) Any documents to be used in this proceeding will be marked as an Exhibit.
- (2) The presentation of evidence for the property will occur in the following order:
 - a. Planning, Permitting and Code Department will present an opening statement, relevant evidence about why staff believe the Structure poses a serious threat to the public health and safety and, if so, what remedies staff believe the Council should order.

[SKIP TO (e.) IF NO OWNER OR PARTY-IN-INTEREST APPEARED]

- | |
|--|
| <p>b. Following the completion of the staff presentation, any other party will have an opportunity to speak one at a time.</p> |
|--|

<p>Each party may present an opening statement, any comment about the staff evidence and argument, any relevant evidence it wants the City Council to consider and, what any remedy that the Council should order.</p>
--

<p>Each party can ask questions of staff and any of its witnesses.</p>
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- | |
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| <p>c. Staff can then ask questions of any other party and any witness it presents and make additional comments regarding any other party's presentation.</p> |
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- | |
|---|
| <p>d. Any other party can then make additional comments regarding the</p> |
|---|

presentation of the staff.

- e. City Council Members can ask questions of staff, any party, or any witness.
- f. Each side can then make closing remarks of not more than two minutes each.
- (3) Only parties to these hearings will be allowed to participate. Comments from the public will not be taken at this hearing.
- (4) After all information has been presented, the record will be closed.
- (5) The City Council will deliberate and determine whether the structure in question is a threat to public health and safety that requires prompt action. If the Council so determines, it shall deliberate and take a vote on the appropriate order to be made to remedy the situation.
- (6) This is an administrative hearing and not a court proceeding or trial. Therefore, the formal rules of evidence will not apply.
- (7) As Mayor, I will determine the appropriateness and admissibility of evidence, on the advice of the City Attorney.

CHAPTER 91

NUISANCES

SUBCHAPTER 4

DANGEROUS BUILDINGS

§2851. Dangerous buildings

...

2-A. Standard. To adjudge a building to be a nuisance or dangerous, the municipal officers or county commissioners must find that the building is structurally unsafe, unstable or unsanitary; constitutes a fire hazard; is unsuitable or improper for the use or occupancy to which it is put; constitutes a hazard to health or safety because of inadequate maintenance, dilapidation, obsolescence or abandonment; or is otherwise dangerous to life or property.

...

SECTION HISTORY

PL 1965, c. 284 (RPR). PL 1967, c. 401, §1 (AMD). PL 1973, c. 143, §1 (AMD). PL 1979, c. 27, §§1-3 (AMD). PL 1997, c. 6, §1 (AMD). PL 2017, c. 136, §1 (AMD). PL 2019, c. 557, §§1, 2 (AMD).

...

§2856. Securing dangerous buildings

In addition to other proceedings authorized by this subchapter, a municipality has the right to secure buildings that pose a serious threat to the public health and safety and to recover its expenses in so doing as provided in section 2853. If a building is secured under this section, notice in accordance with section 2857 must be given. This notice need not be given before securing the building if the threat to the public health and safety requires prompt action.

SECTION HISTORY

PL 1979, c. 27, §6 (NEW). PL 2017, c. 136, §4 (AMD).

...

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--

TO: City Administrator Phil Crowell, Health Officer Jennifer Edwards, Fire Chief Robert Chasse, Police Chief Jason Moen, and City Attorney Dan Stockford
FROM: Eric Cousens, Executive Director of Public Services
DATE: August 29, 2025
SUBJECT: 67 Minot Avenue Determination Letter

- 1) I personally investigated the property located at 67 Minot Avenue, Auburn, Maine (“the Property”) as follows:
 - a) I inspected the Property on the afternoon of August 29, 2025 with Fire Prevention Officer David O’Connell and Auburn Police Lieutenant Jason Moore.
 - b) I had previously inspected the exterior of the Property on Tuesday August 26, 2025.
 - c) I reviewed correspondence with the owner’s representatives regarding issues with the Property.
 - d) I reviewed records regarding prior code enforcement of the Property.
 - e) I reviewed photographs of the Property taken by David O’Connell, Fire Prevention Officer at the Auburn Fire Department.
- 2) The Property is a commercial building which is currently vacant.
- 3) One or more unauthorized person(s) appear to have accessed the Property, as the boards were removed from one of the windows prior to August 29, 2025.
- 4) On August 29, 2025, David O’Connell took a photograph of the property indicating a possible entry point for unauthorized persons and animals.
- 5) On August 29, 2025, the City of Auburn requested, and received, an administrative inspection warrant from the Androscoggin District Court giving the city the right to inspect the property.
- 6) Today, I observed that:
 - a) The Premises currently has at least one vacant window readily accessible from the ground;
 - b) Windows are broken on the upper level that I did not observe on my Tuesday August 26, 2025 inspection; and
 - c) A window was newly unsecured that had been secure on Tuesday.
- 7) I did not observe any occupants in the Property.
- 8) The broken windows would allow access to the building.
- 9) The broken windows on the upper level led me to believe somebody has been inside the building since Tuesday and that the person(s) have broken windows that are too high to reach

from the ground, outside the structure. The inspection confirmed that the window was broken from inside the structure with glass falling outward after being struck.

10) My investigation revealed that there is a heightened public health and safety risk because:

- a) Unauthorized person(s) are able to access the Property through the unsecured window.
- b) Unauthorized person(s) could start fires inside the Property.
- c) If the building were involved in a fire, the fire could spread quickly because of the size, age and condition of the Property.
- d) A risk from a fire would threaten life and property around the Property and would strain fire department resources.
- e) Unauthorized person(s) could use the Property to do illicit activities.

11) As the Director of Public Services for the City of Auburn, and in accordance with the duties and authority vested in me by 17 MRS §§ 2851, 2856, City of Auburn Code of Ordinances (Auburn Code) §§ 12-171, and 12-201. I have determined that:

- a) The Property is not secured.
- b) The Property is a serious threat to public health and safety.
- c) The serious threat that the Property poses to public health and safety requires prompt action.
- d) The unsecured Property poses an extreme danger and a menace to any occupants and to the public health.
- e) The conditions at the property require that the property be immediately secured in order to mitigate the threat to public health and safety.
- f) The threat to public health and safety from the fire risk requires prompt action, and notice to the Owner is not required prior to securing the building.

12) Pursuant to the authority listed in the prior paragraph, I order:

- a) All occupants to vacate the Property.
- b) The City must secure the Property immediately.
- c) The determination to be served on the Owner, all occupants of the Property, and all other parties-in-interest according to the City of Auburn Code of Ordinances and 17 MRS §§ 2856, 2857.
- d) That the City Clerk shall schedule a hearing pursuant to 17 MRS §§ 2851, *et seq.*

NOTICE OF HEARING
Pursuant to 17 M.R.S. §§ 2851-59
Prompt Action Because of Public Health and Safety Threat

Miracle Enterprise LLC
c/o Haishan Liu, Registered Agent
60 Wales Road
Sabattus, ME 04280

Miracle Enterprise LLC
c/o Zachary Brandwein, Esq.
Dentons
One City Center, Ste 11100
Portland, ME 04101

Mason Resources Finance Ltd
c/o Zachary Brandwein, Esq.
Dentons
One City Center, Ste 11100
Portland, ME 04101

Charter Liquidation Trust
c/o Richard J. Potvin, III, Trustee
155 Center Street
Auburn, Maine 04210

Daniel R. LaJoie
P.O. Box 179
Naples, ME 04055

Daniel R. LaJoie
c/o The Naples Barn
679 Roosevelt Trail
Naples, ME 04055

Daniel R. Lajoie
3 Goodridge Drive
Naples, ME 04055

67 MINOT AVENUE, AUBURN, MAINE

You are hereby notified that the City Council of the City of Auburn, Maine will hold a hearing on:

September 15, 2025 at 7:00 pm
Auburn City Hall
60 Court Street, Auburn, Maine 04240

The hearing is regarding the building at 67 Minot Avenue, Auburn, Maine, identified as Parcel ID 240-271 on the City of Auburn Tax Maps, and further described in a Quitclaim Deed dated July 10, 2015 and recorded in Book 9180, Page 151 at the Androscoggin Registry of Deeds.


On August 29, 2025, the City of Auburn Executive Director of Public Services determined that the building posed a serious threat to public health and safety, within the meaning of 17 M.R.S. § 2856, that the building must be secured, and that the threat to the public health and safety required prompt action before notice in accordance with 17 M.R.S. § 2857 could be given.

This hearing is to determine whether the building posed a serious threat to public health and safety, within the meaning of 17 M.R.S. § 2856, that it must be secured. This hearing is also to determine whether the threat to the public health and safety required prompt action before notice in accordance with 17 M.R.S. § 2857 could be given.

Based on the City Council's determination, the City may then recover all of its expenses, including reasonable attorney's fees and costs, by means of a special tax or civil action.

This hearing is your opportunity to present evidence as to why the building did not pose a serious threat to the public health and safety, within the meaning of 17 M.R.S. § 2856, that it did not need to be secured, and/or that the threat to the public health and safety did not require prompt action before notice in accordance with 17 M.R.S. § 2857 could be given, and/or to oppose any corrective action ordered by the City Council. Failure to attend may result in the waiver of certain rights with regard to this property.

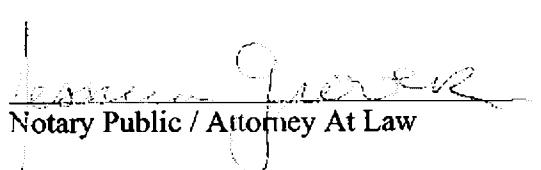
September 5, 2025


Emily F. Carrington, CMC, CCM, City Clerk

STATE OF MAINE
ANDROSCOGGIN, ss

September 5, 2025

Before me this day personally appeared Emily F. Carrington, CMC, CCM, who acknowledges the foregoing instrument to be her free act and deed.


Notary Public / Attorney At Law

JESSICCA GROVER
Notary Public, State of Maine
My Comm. Exp. Mar. 22, 2030

Code Dept.
Exhibit
C

Code Dept.
Exhibit

D

N O T A N
O F F I C I A L QUITCLAIM DEED O F F I C I A L
C O P Y C O P Y

KNOW ALL MEN BY THESE PRESENTS: That **Lake Region Waterfront, LLC** a Maine limited liability company with a place of business in Naples Maine, for consideration paid grants to **Miracle Enterprise LLC**, a Maine limited liability company with an address of 37 Sherri's Way, Mechanic Falls, ME 04256, with QUITCLAIM COVENANTS:

O F F I C I A L O F F I C I A L

Four certain parcels of land situated in Auburn, County of Androscoggin, State of Maine, bounded and described as follows:

PARCEL ONE: Beginning at a point in the westerly line of Minot Avenue, 200 feet southerly from the southeasterly corner of a lot of land conveyed by Franklin Company to George Bearce by Deed No. 933, dated December 27, 1890; said point being the southeasterly corner of land now or formerly owned by Cushman-Hollis Company; thence in a southerly direction, by the said westerly line of Minot Avenue 6.85 feet to an angle in said street; thence by an angle to the left and by the westerly of said Minot Avenue, 353.65 feet to an angle in said street; thence by an angle to the left and by the said westerly line of Minot Avenue 196.8 feet to the northeasterly corner of a lot of land conveyed by Alfred J. Sweet, Inc. to Thelma R. Kerr by deed dated December 13, 1939, recorded in the Androscoggin County Registry of Deeds in Book 505, Page 467, said point being in a line 25 feet southerly from and measured at right angles to the southerly face of the brick factory building located on the land herein described; thence in a westerly direction by a line 25 feet southerly from and measured at right angles to the southerly face of said factory building, and by the northerly line of land of said Kerr 195.3 feet to the easterly line of a proposed street known as South Goff Street; thence in a general northerly direction, by various courses and by the said easterly line of South Goff Street, 468.12 feet, more or less, to the southwesterly corner of a lot of land conveyed to Joseph Gendron and Cecile M. Gendron by Warranty Deed dated August 20, 1946, and recorded in said Registry at Book 586, Page 293; thence in an easterly direction by land of said Gendron 70.46 feet; thence in a northerly direction by land of said Gendron 86.76 feet to the southerly line of land owned now or formerly by the said Cushman-Hollis Company; thence in an easterly direction, by land now or formerly of said Cushman-Hollis Company, approximately 152 feet to the point of beginning.

PARCEL TWO: Beginning at a point in the easterly line of South Goff Street at the northwesterly corner of land owned formerly by Philip Lown, Samuel White, Nison Lown, and Benjamin Rubin; thence in an easterly direction at right angles to the easterly line of South Goff Street 23.78 feet; thence in a northeasterly direction 43.45 feet to the southwesterly corner of land owned by Cushman-Hollis Shoe Company; thence in an easterly direction by land of said Cushman-Hollis Shoe Company 24.6 feet to a point which is in a line 3 feet easterly from and parallel with the easterly line of the brick foundation of the house situated on the land herein described; thence in a southerly direction by said line last referred to 86.76 feet; thence in a westerly direction 70.46 feet to the said easterly line of South Goff Street; thence in a northerly direction by the said easterly line of South Goff Street 50.57 feet to the point of beginning.

PARCEL THREE: Beginning in the northwesterly line of Minot Avenue at its intersection with a line 25 feet southwesterly from, measured normal to, and parallel with the southwesterly line of the factory building situated on the land northeasterly of the lot herein described; thence in a northwesterly direction by said line 195.3 feet to the easterly line of a proposed street, known as South Goff Street; thence in a southerly direction by a curved line, the said easterly line of South Goff Street, the long chord of which is 270.45 feet to the northwesterly corner of land of Franklin Company; thence in an easterly direction by

land of said Franklin Company ^{N O T} 159.08 feet to the said northwesterly ^{N O T} line of Minot Avenue; thence in a northeasterly direction by the said northwesterly ^{N O T} line of Minot Avenue, 223.22 feet to the point of beginning.

C O P Y

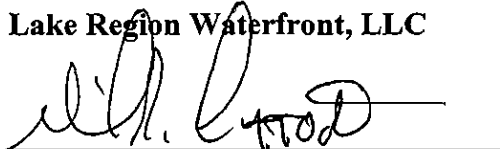
C O P Y

PARCEL FOUR: Beginning at a point on the easterly line of South Goff Street, so-called, said point being the southwesterly corner of Lot #26 as shown on a plan made by Richard Dresser entitled "Plan of Land Belonging to James Goff, Esq." and recorded in said Registry in Book of Plans, Vol. 1, Page 20,1124; thence easterly ^{N O T} along the southerly ^{N O T} side of Lot #26, 22 feet more or less to the southeasterly corner of said lot; thence northeasterly ^{N O T} along the "Old Little Line" so-called 42 feet more or less to a point marking the northwesterly corner of land of Central Maine Charter Corporation; thence in a westerly direction by a continuation of the northerly line of said Central Maine Charter Corporation westerly to the easterly side of South Goff Street, so-called; thence southerly along the easterly side of the street to the point of beginning.

Being the same premises as conveyed to Lake Region Waterfront, LLC by Quitclaim Deed without covenant from Minot Street Properties, LLC dated April 28, 2015, recorded in Book 9141, Page 266.

Executed this 10th day of July, 2015.

Lake Region Waterfront, LLC

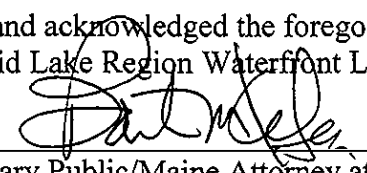


Daniel R. Lajoie, Member
Duly Authorized

State of Maine
County of Androscoggin

July 10, 2015

Personally appeared the above named Daniel R. Lajoie and acknowledged the foregoing to be his free act and deed in said capacity and the free act and deed of said Lake Region Waterfront LLC


Notary Public/Maine Attorney at Law
Commission expiration:

BARTON M. KELSEA
NOTARY PUBLIC, MAINE
MY COMMISSION EXPIRES
AUGUST 28, 2016

ANDROSCOGGIN COUNTY
TINA M CHOUINARD
REGISTER OF DEEDS

Code Dept.
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RECORDING REQUESTED BY
AND AFTER RECORDING RETURN TO:
Michael L. Lane, Esq.
PretiFlaherty, LLP
One City Center
P.O. Box 9546
Portland, ME 04112-9546

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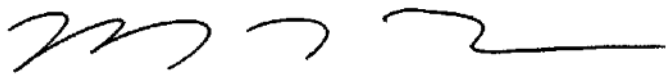
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AFFIDAVIT OF MICHAEL L. LANE

I, Michael L. Lane, being duly sworn on oath, hereby depose and state:

1. I am an attorney licensed in the State of Maine with the law firm Preti, Flaherty, Beliveau & Pachios, LLP, One City Center, Portland, Maine 04101.
2. The attached Mortgage Deed from Miracle Enterprise LLC to Mason Resources Finance Limited, dated and acknowledged on January 24, 2019 in Beijing, People's Republic of China, attached as Exhibit A and made a part hereof, is the original, true and correct mortgage between the parties identified therein.
3. The attached Mortgage Deed conveys real property located in Auburn, Androscoggin County, Maine.
4. The Androscoggin County Registry of Deeds (the "Registry") refused to record the attached Mortgage Deed because of an alleged missing acknowledgement.
5. Counsel in the People's Republic of China has stated that the acknowledgement to the attached Mortgage Deed is a valid acknowledgement under applicable law in Beijing, People's Republic of China.
6. This acknowledged affidavit is executed to record the attached Mortgage Deed in the Registry.

Dated this 29th day of January 2019.

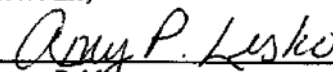

MICHAEL L. LANE, ESQ., Bar No. 9205

STATE OF MAINE
COUNTY OF KENNEBEC

January 29, 2019

Then personally appeared the above-named Michael L. Lane and subscribed to the truth of the foregoing statements by him made and that the statements are based upon his own personal knowledge, information and belief.

Before me,


Notary Public

Print Name: Amy P. Lesko
Notary Public, Maine

Commission Expires: My Commission Expires June 20, 2024
(Affix notarial seal)

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MORTGAGE DEED

MIRACLE ENTERPRISE LLC, a Maine limited liability company having a principal place of business in Auburn, Maine (the “**Mortgagor**”), grants to **MASON RESOURCES FINANCE LIMITED**, a company incorporated in Hong Kong, having a place of business in 19/F, Lee Garden Three, 1 Sunning Road, Causeway Bay, Hong Kong, (the “**Lender**”), in order to secure the obligations stated below, with mortgage covenants, the land, together with any improvements thereon, located in **Auburn, Androscoggin County, Maine**, more particularly bounded and described as follows:

1. 67 Minot Avenue, Auburn Maine described in the deed from Lake Region Waterfront, LLC to Miracle Enterprise LLC, dated July 10, 2015, the Androscoggin County Registry of Deeds ("Registry") in Book 9180, Page 151; and
2. 1 Minot Avenue, Auburn, Maine described in the deed from the City of Auburn to Miracle Enterprises LLC, dated October 1, 2015, recorded in the Registry in Book 9234, Page 206.

The above described premises are conveyed together with (1) any and all buildings and fixtures located thereon; (2) any and all rights, easements, privileges, and appurtenances belonging thereto, including, but not limited to, the name or names under which any part of the above described property may be known or operated, the goodwill associated with such name or names, the right to carry on business under such name or names or variants thereof; (3) the right, title, and interest, if any, of the Mortgagor in and to any land lying in the bed of any adjacent lake, river, stream or road; (4) all awards or payments, including interest thereon, which may heretofore and hereafter be made with respect to the above described real estate, whether from the exercise of the right of eminent domain (including but not limited to any transfer made in lieu of or in anticipation of the exercise of said right), or for a change of grade, or for any other injury to or decrease in the value of the above described real estate; (5) all leases and other agreements affecting the use, enjoyment or occupancy of the above described real estate and the improvements heretofore or hereafter entered into and all rents, issues and profits (including any mineral royalties and bonuses), from the above described real estate and the improvements (the "Rents") and all proceeds from the sale or other disposition of the leases and the right to receive and apply the Rents to the payment of the debt; (6) all contracts for the design or construction of improvements to the above described premises and all materials, supplies, equipment,

The "Obligations" secured by this mortgage deed means all of the following:

1. All covenants and other obligations of the LYTON MAISON LIMITED (the "**Borrower**") contained in the facility agreement between the Borrower, as borrower, and Mason Resources Finance Limited, as lender, dated November 4, 2016, as amended or novated, supplemented, extended or restated from time to time (the "**Facility Agreement**") and of the Obligors contained in the Finance Documents, and all other documents executed and delivered by the Obligors, now or hereafter, to evidence or secure the Facility Agreement or in connection therewith. Terms defined in the Facility Agreement have the same meaning when used in this mortgage deed.
2. All obligations, including any and all present and future obligations and liabilities, of whatever type, of the Obligors to the Lender pursuant to the Finance Documents, including, but not limited to, liability for overdrafts and as indorser and surety, and any extensions and renewals thereof.
3. Any other documents relating to or securing any indebtedness of any Obligors to the Lender.
4. All costs incurred by the Lender to obtain, preserve, and enforce this mortgage deed, collect the obligation, and maintain and preserve the collateral, including, but not limited to, taxes, assessments, insurance premiums, repairs, attorneys' fees and legal expenses, rent, storage costs, and expenses of sale.
5. Interest on the above amounts at the same interest rate set forth in said Facility Agreement, except any interest on the costs of collection, unless otherwise agreed between the Borrower and the Lender.

The Mortgagor hereby covenants with the Lender as follows.

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A. **Encumbrances.** The Mortgagor shall pay, when due, all taxes and assessments levied or assessed against the property and shall keep the property free from any lien or encumbrance thereon which might be or become superior to this mortgage deed.

Mortgagor agrees that Lender is not an "owner" within the meaning of 10 M.R.S.A. §1111(6). If any party makes a claim that Lender is an "owner" with liability to a contractor or sub-contractor, then Mortgagor agrees to indemnify Lender and hold Lender harmless from all claims asserted against Lender as an "owner" pursuant to 10 M.R.S.A. §1111-1120.

B. **Insurance.** The Mortgagor shall keep the property insured against such risks as the Lender may from time to time require, under insurance policies issued by companies satisfactory to the Lender and with such coverage, including, without limitation, all risk insurance on the Property, workers' compensation insurance (if applicable), and builder's risk with respect to portions of the property to be constructed, all in such amounts as the Lender may from time to time require. All such policies shall contain the Standard Maine Mortgagee Clause with loss payable to the Lender and shall otherwise be in a form satisfactory to the Lender. The Mortgagor shall also maintain commercial general liability insurance with a company and in amounts satisfactory to the Lender, naming the Lender as additional insured. All insurance coverages shall provide for written notice to the Lender at least ten (10) days prior to cancellation. Any insurance proceeds received by the Lender shall be disbursed in accordance with the provisions of this mortgage deed. Whenever required by the Lender, the Mortgagor shall deliver to the Lender the original policies of insurance or other evidence of insurance satisfactory to the Lender.

C. **Maintenance of Property.** The Mortgagor shall keep the buildings and improvements on the property in good order and repair and shall not remove the same nor make alterations or additions thereto nor construct new buildings or improvements upon the property without the prior written consent of the Lender. The Mortgagor shall commit neither strip nor waste upon the property nor suffer the same to be committed.

D. **Compliance with Law.** The Mortgagor shall comply with all applicable federal, state, and local laws, ordinances, and regulations regarding the property or its use, including, without limitation, those relating to environmental and land use, flood hazard and fire safety, the Americans with Disabilities Act of 1990, the Maine Human Rights Act, all amendments thereto and regulations promulgated therefor. If any use of the property is permitted only for so long as it continues, then the Mortgagor shall not discontinue such use nor suffer it to be discontinued without the Lender's prior written consent. The Mortgagor shall promptly notify the Lender in writing of any claims made by any party or any pending or threatened action alleging misuse of the property or non-compliance with any law, ordinance, or regulation.

E. **Transfer of Title.** The Mortgagor shall not, without the Lender's prior written consent, convey, mortgage, further lease, or in any other way transfer or suffer to be transferred the Mortgagor's interest or any portion of the Mortgagor's interest in the property or any portion of the property, nor shall the Mortgagor grant any rights in the property or convert the

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Mortgagor's interest into any other form of ownership, except a condominium. The Mortgagor shall provide the Lender with title opinions, title abstracts, or other title evidence which may be satisfactory to the Lender, from time to time, when requested by the Lender. If the Lender approves the use or occupancy of the property by one other than the Mortgagor, then the Mortgagor shall submit to the Lender the form of lease, easement, permit, license, or other instrument granting such use or occupancy, and the Mortgagor shall not suffer any such use or occupancy to commence until the form of such lease, easement, permit, license, or other instrument has been approved by the Lender in writing.

F. Leases and Tenancies. The Mortgagor shall furnish the Lender with leases, tenancies and occupancies of the property for the Lender's review and approval, prior to the execution, delivery and commencement thereof. All existing and future leases, tenancies and occupancies are subject to the approval of the Lender and no material changes, assignments, subleases or terminations may be made thereto without the Lender's prior written consent. At the request of the Lender, the Mortgagor shall execute and deliver to the Lender all such further assurances, confirmations and assignments, and furnish the Lender with estoppel certifications and subordination, non-disturbance and attornment agreements from any lessees, tenants and occupants in connection with the property as the Lender may require.

G. Prepayment of Charges. If the Mortgagor fails to pay when due any tax, assessment, insurance premium, or other charge respecting the property, then the Mortgagor shall, if requested by the Lender, make monthly payment to the Lender of an amount determined by the Lender to be adequate to create a fund from which all taxes, assessments, insurance premiums, and other charges respecting the property may be paid as they become due. If at any time such fund proves to be inadequate to pay any such tax, assessment, premium, or other charge, then the Mortgagor shall, upon demand by the Lender, make immediate payment to the Lender of the additional amount required.

H. Defenses. Within ten (10) days of a request from the Lender, the Mortgagor shall submit to the Lender a sworn statement detailing any defenses or offsets which may exist against the debt secured by this mortgage deed or stating that no such defenses or offsets exist.

I. Financial Information. During the term hereof, the Mortgagor shall submit to the Lender, on an annual basis, within one hundred twenty (120) days of the Mortgagor's fiscal year end, financial statements with a compilation opinion prepared in accordance with generally accepted accounting principles by an independent certified public accountant satisfactory to the Lender, together with a copy of the Mortgagor's Federal Income Tax return (with all schedules and exhibits attached).

Notwithstanding the foregoing, the Lender reserves the right at any time to require the Mortgagor to submit any additional financial information deemed reasonably appropriate by the Lender, in the Lender's sole discretion, upon thirty (30) days' written notice. All financial documents listed above must be submitted to the Lender if there is a material adverse change in the financial or business condition of the Mortgagor as determined by the Lender.

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The Mortgagor shall maintain clear and correct books and records of the income and expenses of the property and any business conducted thereon and shall allow the Lender or the Lender's representatives to inspect such books and records, together with all data supporting them, at any time and from time to time. Such books, records, and data shall be kept at the property or at such other place as the Lender may approve in writing and shall not be taken therefrom without the Lender's prior written approval.

J. Hazardous Substances. The Mortgagor warrants to the Lender that, to the best of the Mortgagor's knowledge and inquiry, the property never has been used, is not now used, and, during the Mortgagor's ownership, never shall be used for, or in connection with, the generation, storage, use, discharge, transportation, disposal, or treatment of hazardous substances in violation of any statute, regulation, ordinance, or order, whether federal, state or municipal, being substances defined as hazardous by any governmental authority or which may be hazardous to the health and safety of occupants of the property or of surrounding lands. The Mortgagor further warrants to the Lender that, to the best of the Mortgagor's knowledge, the property does not contain any hazardous substances and that neither the Mortgagor nor the property is the subject of any ongoing, pending, or threatened investigation, action, or order regarding hazardous substances.

The Mortgagor assumes full responsibility for all costs incurred by the Lender as a result of violation of this covenant and shall indemnify the Lender against all loss, damage, cost, and expense whatsoever, whether direct or indirect, which the Lender may incur as a result of any breach of the above warranties, no matter by whom or when occurring. This indemnity includes, but is in no way limited to, attorneys' fees and costs of investigating, defending, and settling claims.

K. Additional Conditions. The Mortgagor covenants to Lender during the term of this mortgage deed the Mortgagor shall at all times comply with all the terms and conditions, including, but not limited to, the terms and conditions stated in the Commitment Letter, as may be amended, the terms and conditions of which are incorporated herein by reference.

II. THE LENDER'S RIGHTS

The Lender shall have the following rights, none of which shall be construed to impair the Lender's interest in the property.

A. Protect Security. The Lender may at any time and from time to time take any action which the Lender believes necessary to protect the value of the property or the Lender's interest therein, including, but not limited to, paying any tax, assessment, insurance premium, or other charge respecting the property, having the property inspected for compliance with the terms of this mortgage deed (which may include environmental or hazardous substances inspections or audits), correcting any misuse of the property (which may include the "clean-up" of any hazardous substances), defending against or settling any claim or legal action affecting the property or the Lender's interest therein, and repairing damage to or preventing waste upon the property, and notifying any governmental authority of any information which may come to the Lender's attention regarding hazardous substances on the property or any other misuse of the

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property, actual or potential. Any amounts paid by the Lender pursuant to this paragraph shall be added to and become a part of the indebtedness secured by this mortgage deed and shall bear interest at a rate one percent per annum in excess of the rate provided in the Borrower's said Facility Agreement to the Lender.

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B. Additional Security. The Lender may accept additional realty as security for the indebtedness secured by this mortgage deed, and the provisions of this mortgage deed shall apply to such additional realty as fully as though it had originally been included herein.

C. Future Advances. The Lender, at its option, may from time to time make further advances to the Borrower, and each such advance shall be secured by this mortgage deed as fully as though it had originally been included in and evidenced by the Borrower's said Facility Agreement. At no time, however, shall the total of the principal amount due to the Lender pursuant to the Facility Agreement and the amount advanced by the Lender pursuant to this paragraph exceed the Commitment. Notwithstanding the foregoing, any protective advances made by the Lender pursuant to Paragraph II(A) herein shall be added to the principal amount due under the Facility Agreement.

D. Releases. The Lender may at any time and from time to time release any portion of the property from the operation and effect of this mortgage deed. If the Mortgagor consists of more than one individual or entity, then the Lender may at any time and from time to time release any of such individuals or entities from any or all of the obligations of this mortgage deed or from all or any part of the indebtedness secured hereby, without the consent of the other or others, and the Lender may likewise release any guarantor of said obligations or indebtedness.

E. Waiver. The Lender may waive any of the provisions of this mortgage deed which protect the Lender or make any agreement modifying the terms hereof or subordinating the Lender's interest in the property, but any such waiver or agreement must be in writing.

III. EVENTS OF DEFAULT

All or any one of the following, or any combination thereof, shall be considered an event of default:

A. Nonpayment. If the Mortgagor or any Obligors fails to pay when due any amount due pursuant to this mortgage deed or any Finance Documents respectively, or any other indebtedness of the Obligors to Lender and such violation or failure remains uncured at the end of any grace period provided for in such documents;

B. Nonperformance. If the Mortgagor or any Obligors violates any covenant or fails to perform any obligation provided in this mortgage deed or any Finance Documents respectively or any other documents relating to or securing the Obligors' indebtedness or any other indebtedness of the Obligors to Lender or to any institution whose priority is superior, equal or inferior to Lender's;

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C. **Financial Instability.** If the Mortgagor files a petition for liquidation, makes an assignment for the benefit of creditors, or is adjudicated a liquidated or insolvent, or if a petition is filed in a court of competent jurisdiction seeking to have the Mortgagor so adjudicated or seeking the appointment of a trustee, receiver, guardian, or conservator of the Mortgagor and such petition is not dismissed within sixty (60) days, or if the Lender in any other way believes the prospects for payment of the Mortgagor's indebtedness have been significantly impaired;

D. **Misuse of Property.** If the Lender believes the property to be in danger of misuse or confiscation, or that the Mortgagor has endangered the safety or integrity of the property; or

E. (intentionally deleted)

F. **Judicial Proceeding.** If any judicial or administrative proceeding is commenced against the property or the Mortgagor which might affect the Lender's interest in the property, and such proceeding is not dismissed within sixty (60) days or the Mortgagor does not bond or provide other indemnification satisfactory to the Lender against an adverse result.

IV. REMEDIES

In the event of default, the Lender may pursue any or all or any combination of the following remedies, concurrently or serially.

A. **Acceleration.** The Lender may accelerate the maturity of the Borrower's or the Mortgagor's indebtedness pursuant to the Facility Agreement or this mortgage deed respectively and demand immediate payment thereof in full.

B. **Foreclosure.** The Lender may foreclose this mortgage deed by any method now available or which later becomes available to mortgagees under Maine law, including foreclosure by the Statutory Power of Sale.

C. **Possession.** The Lender may enter into and upon the property, take possession thereof, and collect the rents and profits therefrom, or the Lender may seek the appointment of a receiver for this purpose.

D. **Partial Payments.** The Lender may accept partial payments of the Borrower's indebtedness and may apply to the Borrower's indebtedness any of the Mortgagor's funds or proceeds, including, without limitation, any insurance proceeds, or rents or profits from the property, and such acceptance or application of funds or proceeds shall not be considered to waive any of the Lender's remedies, including especially the Lender's right to commence foreclosure proceedings or to continue foreclosure proceedings already commenced.

E. **Documents.** The Lender may take or retain possession and shall become the owner of any and all documents, records, plans, surveys, title opinions, title abstracts, title information, and insurance policies relating to the property.

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F. Other Remedies. The Lender may exercise or pursue any other remedy available to the Lender at law or in equity.

V. GENERAL PROVISIONS

A. Modification. This mortgage deed may be modified at any time by a written instrument signed by both the Mortgagor and the Lender, but any such modification shall not alter the priority of the Lender's interest in the property.

B. Waiver. All of the Lender's rights pursuant to this mortgage deed are cumulative, and the waiver of any right or failure to pursue any remedy shall not be construed as a waiver of a future right nor as an agreement not to pursue a future remedy. Any delay in exercising a right or pursuing a remedy shall not be construed as a waiver of the same.

C. (intentionally deleted)

D. Use of Proceeds. Any insurance proceeds, amounts received in settlement of insurance claims, eminent domain awards, or amounts received in compensation for a use or taking of all or any part of the property shall be paid to the Lender, and the Mortgagor hereby appoints the Lender as the Mortgagor's irrevocable attorney in fact to collect and receive the same. The Lender shall hold such monies at no interest and shall make them available to the Mortgagor, in accordance with generally accepted construction loan practices, for the restoration of the property provided that the Mortgagor and the Obligors are not in default under this mortgage deed or the Finance Documents, the Lender has approved all plans and contracts regarding the restoration, and the Mortgagor has deposited with the Lender such additional funds as the Lender believes necessary to complete the restoration. In the event that the foregoing conditions are not met or if restoration does not commence within ninety (90) days from the Lender's approval, then the Lender may, at its discretion, proceed with the restoration, apply the monies being held to the Mortgagor's indebtedness, or disburse the monies to the Mortgagor.

E. Continuing Indemnity. The representations, warranties, and indemnities made by the Mortgagor and the Mortgagor's liability to the Lender therefor shall not be affected or limited by the provisions of any other document, and they shall survive the discharge or foreclosure of this mortgage deed and any transfers of title to the property. It is intended that the Lender may always seek recourse against the Mortgagor after any number of such transfers.

F. Number and Gender. Wherever used in this mortgage deed, the grammatical use of the singular number may be interpreted as the plural, if necessary, and the plural as the singular, and the use of any gender shall be applicable to all genders. If the Mortgagor constitutes more than one person or entity, their obligations hereunder are joint and several.

G. Severability. If any provision of this mortgage deed is found to be invalid, the remaining provisions, to the maximum extent possible, shall not be affected by such finding.

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H. Successors and Assigns. The benefits and burdens of this mortgage deed shall inure to and be binding upon the successors, personal representatives, heirs, and assigns of the Mortgagor and the Lender.

I. Loan Purpose. This mortgage deed secures a loan for business and commercial purposes.

J. Waiver of Jury Trial. THE MORTGAGOR VOLUNTARILY HEREBY KNOWINGLY AND INTENTIONALLY AGREES TO WAIVE ANY AND ALL THE RIGHT TO A TRIAL BY JURY IN RESPECT OF ANY CLAIM BASED HEREON, ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS MORTGAGE, THE FINANCE DOCUMENTS, OR ANY OTHER LOAN DOCUMENTS EXECUTED OR CONTEMPLATED TO BE EXECUTED HERewith OR ANY COURSE OF CONDUCT, COURSE OF DEALINGS, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY. THIS WAIVER CONSTITUTES A MATERIAL INDUCEMENT FOR THE LENDER TO ACCEPT THIS MORTGAGE AND MAKE THE LOAN TO THE BORROWER.

[signature page follows]

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IN WITNESS WHEREOF the Mortgagor has signed and sealed this Mortgage Deed this
24th day of JANUARY 2019.

Witness:

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赵亮 刘云
Zhao liang Louxuan

MIRACLE ENTERPRISE LLC
OFFICIAL

By:

Shi Qi, its Sole Manager
and Sole Member

This Mortgage Deed was signed and sealed by the Mortgagor in Beijing, the
People's Republic of China on 24 January 2019.

Witness:

赵亮 刘云
zhao liang Louxuan

MIRACLE ENTERPRISE LLC

By:

Shi Qi, its Sole Manager
and Sole Member

INTERCREDITOR AGREEMENT

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THIS AGREEMENT ^{A N} made this 25th day of September, 1998, by and among ^{A N}

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LEWISTON-AUBURN ECONOMIC GROWTH COUNCIL, of Lewiston, AndroscogginCounty, Maine ("LAEGC"), **RICHARD J. POTVIN III**, of Auburn, Androscoggin County,

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Maine ("Potvin"), **HIGHLAND SPRINGS CORPORATION**, a Maine corporation with a place

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of business in Auburn, Androscoggin County, Maine ("Highland Springs"), **THE BARN, INC.**, a

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Maine corporation with a principal place of business in Auburn, Androscoggin County, Maine

("The Barn"), and **DANIEL R. LAJOIE**, of Auburn, Androscoggin County, Maine ("Lajoie").

WITNESSETH:

WHEREAS, Potvin is selling certain property located at 81 Minot Avenue, Auburn, Maine, to Highland Springs; and

WHEREAS, Highland Springs is executing a Promissory Note to Potvin in the original principal amount of One Hundred Ten Thousand Dollars (\$110,000.00) to be secured by a Mortgage on the 81 Minot Avenue, Auburn, Maine property (the "Potvin Mortgage"); and

WHEREAS, The Barn and Highland Springs is executing a Promissory Note to LAEGC in the original principal amount of Seventy-Five Thousand Dollars (\$75,000.00), to be secured by a mortgage on the 81 Minot Avenue, Auburn, Maine property (the "LAEGC Mortgage"); and

WHEREAS, Lajoie is executing a guarantee of the obligations of Highland Springs and The Barn; and

WHEREAS, the parties wish to set forth the relative priority positions of the Potvin and LAEGC mortgages.

NOW, THEREFORE, for good and valuable consideration and the mutual promises
 contained herein, the parties hereto represent and agree as follows:

1. Irrespective of date and time of recording in the Androscoggin County Registry of Deeds, the Potvin Mortgage and LAEGC Mortgage will share a first priority position.
2. Default under either mortgage and the notes secured thereby shall constitute a default under the other, and in the event of foreclosure, the parties agree to cooperate in the foreclosure of both mortgages simultaneously.
3. The proceeds of any foreclosure or other liquidation of the collateral, after all associated costs of such foreclosure, shall be equally split between LAEGC and Potvin.
4. The parties agree that a default under any of the loans to Biddeford Saco Area Economic Development Corporation, Finance Authority of Maine, City of Biddeford, Androscoggin Valley Council of Governments, and/or LAEGC on September 25, 1998, as included in the Closing Agenda attached hereto as Exhibit "A" and on the attached Collateral MATRIX shall constitute a default of the Potvin Mortgage and LAEGC Mortgage and the notes secured thereby.

J. Gosselin

**LEWISTON-AUBURN ECONOMIC
GROWTH COUNCIL**

By:

Its:

Richard J. Potvin III
 Richard J. Potvin III

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HIGHLAND SPRINGS CORPORATION

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By: [Signature]
Its: President
Daniel R. Lajoie

THE BARN, INC.

OFFICIAL
COPY

By: [Signature]
Its: President
Daniel R. Lajoie

[Signature]
Daniel R. Lajoie

STATE OF MAINE
ANDROSCOGGIN, SS.

September 24, 1998

Then personally appeared the above-named Daniel R. Lajoie in his capacity as President of The Barn, Inc., and acknowledged the foregoing instrument to be his free act and deed, and the free act and deed of said The Barn, Inc.

Before me,

[Signature]
Notary Public/Attorney at Law

Printed Name: J. Gordon Scannell, Jr.

(user\audrey\gordy\clients\lajoe\intercred.agr)

Exhibit A

BIDDEFORD SAGO AREA ECONOMIC DEVELOPMENT CORPORATION

A N
CLOSING AGENDA
O F F I C I A L C O P Y

BORROWER(S): Highland Springs Corporation

GUARANTOR: The Barn, Inc.
Daniel R. Lamoine

LENDER: Biddeford Sago Area Economic Development Corporation
Finance Authority of Maine
City of Biddeford
Lewiston-Auburn Economic Growth Council
Androscoggin Valley Council of Governments

AGGREGATE
LOAN AMOUNT: \$400,000.00

PREMISES: 435 Elm Street, U.S. Route 1, Biddeford, Maine
67 Minot Ave. and 81 Minot Ave., Auburn, Maine

SELLERS: 67 Minot Ave. and 81 Minot Ave. Properties

- a. Richard J. Potvin III; and
- b. Richard J. Potvin, III, Trustee of the Charter Liquidation Trust

COUNSEL and/or CONTACT
PERSON:

William S. Kany, Esq., Counsel for BSAEDC
William O. Armitage, II, Executive Director, BSAEDC
David S. Markovchick, Director, FAME
Dina Jackson, Acting Director, DECD
Robert Dodge, City of Biddeford
Lucien B. Gosselin, President, LAEGC
Robert J. Thompson, Executive Director, AVCOG
M. Kelly Matzen, Esq.
Gordon Scannell, Esq.
Stephen A. Canders, Esq.
Christopher Roney, Esq.
Norman Rattey, Esq.

CLOSING DATE: September 25, 1998

Loan Documents

1. Commitment Letters, as amended.

- a. Biddeford Saco Area Economic Development Corporation, dated June 18, 1998.
- b. Finance Authority of Maine, dated August 13, 1998.
- c. City of Biddeford and the Department of Economic and Community Development, dated September 11, 1998.
- d. Lewiston-Auburn Economic Growth Council, dated September 14, 1998.
- e. Androscoggin Valley Council of Governments, dated September 10, 1998.

2. Promissory Notes

- a. Promissory Note in the original principal amount of \$100,000.00 payable to the Finance Authority of Maine.
- b. Promissory Note in the original principal amount of \$100,000.00 payable to the City of Biddeford.
- c. Promissory Note in the original principal amount of \$50,000.00 payable to the Biddeford Saco Area Economic Development Corporation.
- d. Promissory Note in the original principal amount of \$75,000.00 payable to the Lewiston-Auburn Economic Growth Council.
- e. Promissory Note in the original principal amount of \$75,000.00 payable to the Androscoggin Valley Council of Governments.

3. Personal Guaranties of Daniel R. Lajoie.

- a. to Biddeford Saco Area Economic Development Corporation;
- b. to Finance Authority of Maine.
- c. to City of Biddeford and the Department of Economic and Community Development.
- d. to the Lewiston-Auburn Economic Growth Council.
- e. to the Androscoggin Valley Council of Governments.

4. Corporate Guaranties of The Barn, Inc.

- a. to Biddeford Saco Area Economic Development Corporation;
- b. to Finance Authority of Maine.
- c. to City of Biddeford and the Department of Economic and Community Development.

BK4074 PG109

Poor Copy At Time Of Recording
Will Not Reproduce Clearly

THE BARN, INC. & HIGHLAND SPRINGS CORP. COLLATERAL MATRIX
ATTACHMENT A

T O N A N I C		T O N A N I C		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T		N O T	
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Cumulative Loan Coverage = \$3,131,750/\$2,475,000 = 1.27

↔ = shared collateral position *First mortgage with Peoples Heritage for \$200,000 (current balance approximately \$174,000) **First mortgage \$45,000

Revised 9/23/98

RECEIVED
ANDREWS & COMPANY S.S.

98 SEP 29 AM 9:32

ATTEST:

Jeanne A. Bayne
REGISTER OF DEEDS

**CITY OF AUBURN, MAINE
NOTICE OF HEARING
Pursuant to 17 M.R.S. §§ 2851-59
Dangerous Buildings**

Miracle Enterprise LLC
c/o Zachary Brandwein, Esq.
Dentons
One City Center, Ste 11100
Portland, ME 04101

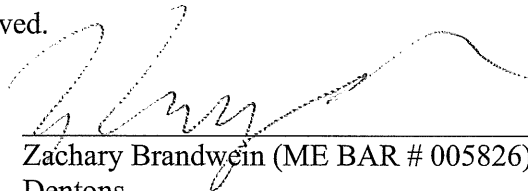
67 MINOT AVENUE, AUBURN, MAINE

Due and sufficient service of the following documents in this matter is hereby acknowledged for and on behalf of Miracle Enterprise LLC:

- August 29, 2025, 67 Minot Avenue Determination of Eric Cousens, City of Auburn Executive Director of Public Services;
- Notice of Hearing regarding Prompt Action Because of Public Health and Safety Threat; and
- Notice of Hearing regarding Dangerous Building – Secure the Building.

All formal service of process is hereby waived.

Dated: September 8, 2025



Zachary Brandwein (ME BAR # 005826)
Dentons
One City Center, Ste 11100
Portland, ME 04101
(207) 553-8371
zack.brandwein@dentons.com

TO: City Administrator Phil Crowell, Health Officer Jennifer Edwards, Fire Chief Robert Chasse, Police Chief Jason Moen, and City Attorney Dan Stockford
FROM: Eric Cousens, Executive Director of Public Services
DATE: August 29, 2025
SUBJECT: 67 Minot Avenue Determination Letter

- 1) I personally investigated the property located at 67 Minot Avenue, Auburn, Maine (“the Property”) as follows:
 - a) I inspected the Property on the afternoon of August 29, 2025 with Fire Prevention Officer David O’Connell and Auburn Police Lieutenant Jason Moore.
 - b) I had previously inspected the exterior of the Property on Tuesday August 26, 2025.
 - c) I reviewed correspondence with the owner’s representatives regarding issues with the Property.
 - d) I reviewed records regarding prior code enforcement of the Property.
 - e) I reviewed photographs of the Property taken by David O’Connell, Fire Prevention Officer at the Auburn Fire Department.
- 2) The Property is a commercial building which is currently vacant.
- 3) One or more unauthorized person(s) appear to have accessed the Property, as the boards were removed from one of the windows prior to August 29, 2025.
- 4) On August 29, 2025, David O’Connell took a photograph of the property indicating a possible entry point for unauthorized persons and animals.
- 5) On August 29, 2025, the City of Auburn requested, and received, an administrative inspection warrant from the Androscoggin District Court giving the city the right to inspect the property.
- 6) Today, I observed that:
 - a) The Premises currently has at least one vacant window readily accessible from the ground;
 - b) Windows are broken on the upper level that I did not observe on my Tuesday August 26, 2025 inspection; and
 - c) A window was newly unsecured that had been secure on Tuesday.
- 7) I did not observe any occupants in the Property.
- 8) The broken windows would allow access to the building.
- 9) The broken windows on the upper level led me to believe somebody has been inside the building since Tuesday and that the person(s) have broken windows that are too high to reach

from the ground, outside the structure. The inspection confirmed that the window was broken from inside the structure with glass falling outward after being struck.

10) My investigation revealed that there is a heightened public health and safety risk because:

- a) Unauthorized person(s) are able to access the Property through the unsecured window.
- b) Unauthorized person(s) could start fires inside the Property.
- c) If the building were involved in a fire, the fire could spread quickly because of the size, age and condition of the Property.
- d) A risk from a fire would threaten life and property around the Property and would strain fire department resources.
- e) Unauthorized person(s) could use the Property to do illicit activities.

11) As the Director of Public Services for the City of Auburn, and in accordance with the duties and authority vested in me by 17 MRS §§ 2851, 2856, City of Auburn Code of Ordinances (Auburn Code) §§ 12-171, and 12-201. I have determined that:

- a) The Property is not secured.
- b) The Property is a serious threat to public health and safety.
- c) The serious threat that the Property poses to public health and safety requires prompt action.
- d) The unsecured Property poses an extreme danger and a menace to any occupants and to the public health.
- e) The conditions at the property require that the property be immediately secured in order to mitigate the threat to public health and safety.
- f) The threat to public health and safety from the fire risk requires prompt action, and notice to the Owner is not required prior to securing the building.

12) Pursuant to the authority listed in the prior paragraph, I order:

- a) All occupants to vacate the Property.
- b) The City must secure the Property immediately.
- c) The determination to be served on the Owner, all occupants of the Property, and all other parties-in-interest according to the City of Auburn Code of Ordinances and 17 MRS §§ 2856, 2857.
- d) That the City Clerk shall schedule a hearing pursuant to 17 MRS §§ 2851, *et seq.*

NOTICE OF HEARING
Pursuant to 17 M.R.S. §§ 2851-59
Prompt Action Because of Public Health and Safety Threat

Miracle Enterprise LLC
c/o Haishan Liu, Registered Agent
60 Wales Road
Sabattus, ME 04280

Miracle Enterprise LLC
c/o Zachary Brandwein, Esq.
Dentons
One City Center, Ste 11100
Portland, ME 04101

Mason Resources Finance Ltd
c/o Zachary Brandwein, Esq.
Dentons
One City Center, Ste 11100
Portland, ME 04101

Charter Liquidation Trust
c/o Richard J. Potvin, III, Trustee
155 Center Street
Auburn, Maine 04210

Daniel R. LaJoie
P.O. Box 179
Naples, ME 04055

Daniel R. LaJoie
c/o The Naples Barn
679 Roosevelt Trail
Naples, ME 04055

Daniel R. Lajoie
3 Goodridge Drive
Naples, ME 04055

67 MINOT AVENUE, AUBURN, MAINE

You are hereby notified that the City Council of the City of Auburn, Maine will hold a hearing on:

September 15, 2025 at 7:00 pm
Auburn City Hall
60 Court Street, Auburn, Maine 04240

The hearing is regarding the building at 67 Minot Avenue, Auburn, Maine, identified as Parcel ID 240-271 on the City of Auburn Tax Maps, and further described in a Quitclaim Deed dated July 10, 2015 and recorded in Book 9180, Page 151 at the Androscoggin Registry of Deeds.


On August 29, 2025, the City of Auburn Executive Director of Public Services determined that the building posed a serious threat to public health and safety, within the meaning of 17 M.R.S. § 2856, that the building must be secured, and that the threat to the public health and safety required prompt action before notice in accordance with 17 M.R.S. § 2857 could be given.

This hearing is to determine whether the building posed a serious threat to public health and safety, within the meaning of 17 M.R.S. § 2856, that it must be secured. This hearing is also to determine whether the threat to the public health and safety required prompt action before notice in accordance with 17 M.R.S. § 2857 could be given.

Based on the City Council's determination, the City may then recover all of its expenses, including reasonable attorney's fees and costs, by means of a special tax or civil action.

This hearing is your opportunity to present evidence as to why the building did not pose a serious threat to the public health and safety, within the meaning of 17 M.R.S. § 2856, that it did not need to be secured, and/or that the threat to the public health and safety did not require prompt action before notice in accordance with 17 M.R.S. § 2857 could be given, and/or to oppose any corrective action ordered by the City Council. Failure to attend may result in the waiver of certain rights with regard to this property.

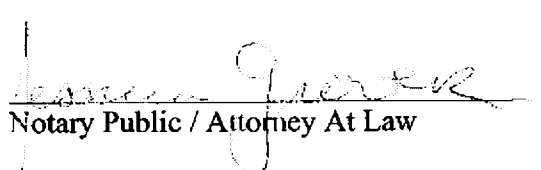
September 5, 2025


Emily F. Carrington, CMC, CCM, City Clerk

STATE OF MAINE
ANDROSCOGGIN, ss

September 5, 2025

Before me this day personally appeared Emily F. Carrington, CMC, CCM, who acknowledges the foregoing instrument to be her free act and deed.


Notary Public / Attorney At Law

JESSICCA GROVER
Notary Public, State of Maine
My Comm. Exp. Mar. 22, 2030

NOTICE OF HEARING
Pursuant to 17 M.R.S. §§ 2851-59
Dangerous Buildings (Secure the Building)

Miracle Enterprise LLC
c/o Haishan Liu, Registered Agent
60 Wales Road
Sabattus, ME 04280

Miracle Enterprise LLC
c/o Zachary Brandwein, Esq.
Dentons
One City Center, Ste 11100
Portland, ME 04101

Mason Resources Finance Ltd
c/o Zachary Brandwein, Esq.
Dentons
One City Center, Ste 11100
Portland, ME 04101

Charter Liquidation Trust
c/o Richard J. Potvin, III, Trustee
155 Center Street
Auburn, Maine 04210

Daniel R. LaJoie
P.O. Box 179
Naples, ME 04055

Daniel R. LaJoie
c/o The Naples Barn
679 Roosevelt Trail
Naples, ME 04055

Daniel R. Lajoie
3 Goodridge Drive
Naples, ME 04055

67 MINOT AVENUE, AUBURN, MAINE


You are hereby notified that the City Council of the City of Auburn, Maine will hold a hearing on:

September 15, 2025 at 7:00 pm
Auburn City Hall
60 Court Street, Auburn, Maine 04210

The hearing is regarding the building at 67 Minot Avenue, Auburn, Maine, identified as Parcel ID 240-271 on the City of Auburn Tax Maps, and further described in a Quitclaim Deed dated July 10, 2015, and recorded in Book 9180, Page 151 at the Androscoggin Registry of Deeds. The hearing is to determine whether the building poses a serious threat to public health and safety, within the meaning of 17 M.R.S. § 2856, and if so, what is the appropriate remedy. If the City Council orders that the building be secured, it may then recover all of its expenses, including reasonable attorney's fees and costs, by means of a special tax or civil action.

This hearing is your opportunity to present evidence as to why the building does not pose a serious threat to public health and safety and/or to oppose any corrective action ordered by the City Council. Failure to attend may result in the waiver of certain rights with regard to this property.

September 5, 2025


Emily F. Carrington, CMC, CCM, City Clerk

STATE OF MAINE
ANDROSCOGGIN, ss

September 5, 2025

Before me this day personally appeared Emily F. Carrington, CMC, CCM, who acknowledges the foregoing instrument to be her free act and deed.


Notary Public / Attorney At Law

JESSICCA GROVER
Notary Public, State of Maine
My Comm. Exp. Mar. 22, 2030

**CITY OF AUBURN, MAINE
NOTICE OF HEARING
Pursuant to 17 M.R.S. §§ 2851-59
Dangerous Buildings**

Mason Resources Finance Ltd
c/o Zachary Brandwein, Esq.
Dentons
One City Center, Ste 11100
Portland, ME 04101

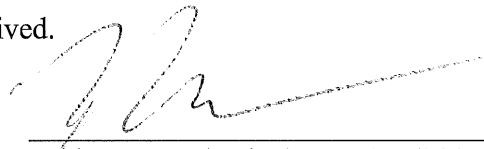
67 MINOT AVENUE, AUBURN, MAINE

Due and sufficient service of the following documents in this matter is hereby acknowledged for and on behalf of Mason Resources Finance Ltd:

- August 29, 2025, 67 Minot Avenue Determination of Eric Cousens, City of Auburn Executive Director of Public Services;
- Notice of Hearing regarding Prompt Action Because of Public Health and Safety Threat; and
- Notice of Hearing regarding Dangerous Building – Secure the Building.

All formal service of process is hereby waived.

Dated: September 8, 2025



Zachary Brandwein (ME BAR # 005826)
Dentons
One City Center, Ste 11100
Portland, ME 04101
(207) 553-8371
zack.brandwein@dentons.com

TO: City Administrator Phil Crowell, Health Officer Jennifer Edwards, Fire Chief Robert Chasse, Police Chief Jason Moen, and City Attorney Dan Stockford
FROM: Eric Cousens, Executive Director of Public Services
DATE: August 29, 2025
SUBJECT: 67 Minot Avenue Determination Letter

- 1) I personally investigated the property located at 67 Minot Avenue, Auburn, Maine (“the Property”) as follows:
 - a) I inspected the Property on the afternoon of August 29, 2025 with Fire Prevention Officer David O’Connell and Auburn Police Lieutenant Jason Moore.
 - b) I had previously inspected the exterior of the Property on Tuesday August 26, 2025.
 - c) I reviewed correspondence with the owner’s representatives regarding issues with the Property.
 - d) I reviewed records regarding prior code enforcement of the Property.
 - e) I reviewed photographs of the Property taken by David O’Connell, Fire Prevention Officer at the Auburn Fire Department.
- 2) The Property is a commercial building which is currently vacant.
- 3) One or more unauthorized person(s) appear to have accessed the Property, as the boards were removed from one of the windows prior to August 29, 2025.
- 4) On August 29, 2025, David O’Connell took a photograph of the property indicating a possible entry point for unauthorized persons and animals.
- 5) On August 29, 2025, the City of Auburn requested, and received, an administrative inspection warrant from the Androscoggin District Court giving the city the right to inspect the property.
- 6) Today, I observed that:
 - a) The Premises currently has at least one vacant window readily accessible from the ground;
 - b) Windows are broken on the upper level that I did not observe on my Tuesday August 26, 2025 inspection; and
 - c) A window was newly unsecured that had been secure on Tuesday.
- 7) I did not observe any occupants in the Property.
- 8) The broken windows would allow access to the building.
- 9) The broken windows on the upper level led me to believe somebody has been inside the building since Tuesday and that the person(s) have broken windows that are too high to reach

from the ground, outside the structure. The inspection confirmed that the window was broken from inside the structure with glass falling outward after being struck.

10) My investigation revealed that there is a heightened public health and safety risk because:

- a) Unauthorized person(s) are able to access the Property through the unsecured window.
- b) Unauthorized person(s) could start fires inside the Property.
- c) If the building were involved in a fire, the fire could spread quickly because of the size, age and condition of the Property.
- d) A risk from a fire would threaten life and property around the Property and would strain fire department resources.
- e) Unauthorized person(s) could use the Property to do illicit activities.

11) As the Director of Public Services for the City of Auburn, and in accordance with the duties and authority vested in me by 17 MRS §§ 2851, 2856, City of Auburn Code of Ordinances (Auburn Code) §§ 12-171, and 12-201. I have determined that:

- a) The Property is not secured.
- b) The Property is a serious threat to public health and safety.
- c) The serious threat that the Property poses to public health and safety requires prompt action.
- d) The unsecured Property poses an extreme danger and a menace to any occupants and to the public health.
- e) The conditions at the property require that the property be immediately secured in order to mitigate the threat to public health and safety.
- f) The threat to public health and safety from the fire risk requires prompt action, and notice to the Owner is not required prior to securing the building.

12) Pursuant to the authority listed in the prior paragraph, I order:

- a) All occupants to vacate the Property.
- b) The City must secure the Property immediately.
- c) The determination to be served on the Owner, all occupants of the Property, and all other parties-in-interest according to the City of Auburn Code of Ordinances and 17 MRS §§ 2856, 2857.
- d) That the City Clerk shall schedule a hearing pursuant to 17 MRS §§ 2851, *et seq.*

NOTICE OF HEARING
Pursuant to 17 M.R.S. §§ 2851-59
Prompt Action Because of Public Health and Safety Threat

Miracle Enterprise LLC
c/o Haishan Liu, Registered Agent
60 Wales Road
Sabattus, ME 04280

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Auburn City Hall
60 Court Street, Auburn, Maine 04240

The hearing is regarding the building at 67 Minot Avenue, Auburn, Maine, identified as Parcel ID 240-271 on the City of Auburn Tax Maps, and further described in a Quitclaim Deed dated July 10, 2015 and recorded in Book 9180, Page 151 at the Androscoggin Registry of Deeds.


On August 29, 2025, the City of Auburn Executive Director of Public Services determined that the building posed a serious threat to public health and safety, within the meaning of 17 M.R.S. § 2856, that the building must be secured, and that the threat to the public health and safety required prompt action before notice in accordance with 17 M.R.S. § 2857 could be given.

This hearing is to determine whether the building posed a serious threat to public health and safety, within the meaning of 17 M.R.S. § 2856, that it must be secured. This hearing is also to determine whether the threat to the public health and safety required prompt action before notice in accordance with 17 M.R.S. § 2857 could be given.

Based on the City Council's determination, the City may then recover all of its expenses, including reasonable attorney's fees and costs, by means of a special tax or civil action.

This hearing is your opportunity to present evidence as to why the building did not pose a serious threat to the public health and safety, within the meaning of 17 M.R.S. § 2856, that it did not need to be secured, and/or that the threat to the public health and safety did not require prompt action before notice in accordance with 17 M.R.S. § 2857 could be given, and/or to oppose any corrective action ordered by the City Council. Failure to attend may result in the waiver of certain rights with regard to this property.

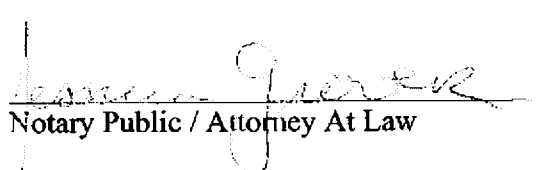
September 5, 2025


Emily F. Carrington, CMC, CCM, City Clerk

STATE OF MAINE
ANDROSCOGGIN, ss

September 5, 2025

Before me this day personally appeared Emily F. Carrington, CMC, CCM, who acknowledges the foregoing instrument to be her free act and deed.


Notary Public / Attorney At Law

JESSICCA GROVER
Notary Public, State of Maine
My Comm. Exp. Mar. 22, 2030

NOTICE OF HEARING
Pursuant to 17 M.R.S. §§ 2851-59
Dangerous Buildings (Secure the Building)

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This hearing is your opportunity to present evidence as to why the building does not pose a serious threat to public health and safety and/or to oppose any corrective action ordered by the City Council. Failure to attend may result in the waiver of certain rights with regard to this property.

September 5, 2025


Emily F. Carrington, CMC, CCM, City Clerk

STATE OF MAINE
ANDROSCOGGIN, ss

September 5, 2025

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Notary Public / Attorney At Law

JESSICCA GROVER
Notary Public, State of Maine
My Comm. Exp. Mar. 22, 2030

67 Minot Avenue Dangerous Buildings Hearings

Public Services
September 15, 2025



67 Minot Ave Dangerous Building Hearing - After the fact hearing on the determination to secure the structure

I am Eric J. Cousens, Executive Director of Public Services.

On Friday August 29, 2025 I was notified that the structure at 67 Minot Avenue was unsecured at a ground level window and issued a determination to secure the structure the same day.

Photo of Unsecured Window From South Goff Street



- I visited the building on Tuesday August 26 and did not observe the same openings in the structure.
- I concluded that the openings were created recently and that there could be someone inside the structure.

Dangerous Conditions and Risk of Fire - Response

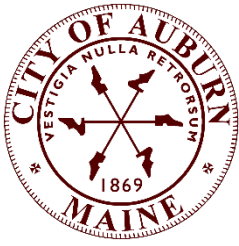
- The Structure represents a significant hazard to the community and surrounding properties when it is unsecured due to risk of fire. A fire at the structure is likely to cause significant, risk to people and damage to surrounding property and infrastructure.
- I have established contact information for the owner and immediately emailed the contacts to have the structure secured with no response on Friday August 29.
- After no response I contacted the City Attorney and he spoke with the owners Counsel who did not have authority at that time to grant permission to enter the structure.

Dangerous Conditions and Risk of Fire - Response

- I determined that, before securing the structure an inspection was needed to confirm that there were no people in the building.
- The City secured an emergency inspection warrant from a District Court Judge to enter the structure and verify that it was vacant.

Dangerous Conditions and Risk of Fire - Response

- I, Eric Cousens, David O'Connell, Fire Prevention Officer and APD Lieutenant David Moore entered the structure, inspected it and confirmed that it was empty at approximately 2:30 PM on August 29, 2025.
- Auburn Public Works secured the building promptly after the inspection.
- It was necessary to secure the structure to reduce the hazard that it represents to the community and surrounding property.



**City of Auburn
City Council Information Sheet**

ORDER 89-09152025

Council Workshop or Meeting Date: September 15, 2025

Author: Eric J. Cousens, Director of Public Services

Subject: 67 Minot Avenue: Hearing on the ongoing order to secure the building

Background: On August 29, 2025, as Executive Director of Public Services, I made a determination that the building at 67 Minot Avenue, which I will refer to as the Structure, posed a serious threat to the public health and safety. Further, I determined that the threat to the public health and safety required prompt action and ordered that the structure be secured. With this hearing we are seeking an ongoing order to secure the structure in the event that it becomes unsecured in the future.

Information: The Auburn City Council is asked to hold a hearing tonight at 60 Court Street, Auburn, Maine to determine whether the commercial structure located at 67 Minot Avenue in Auburn, Maine (the "Structure") poses a serious threat to the public health and safety, pursuant to 17 M.R.S. § 2856, when unsecured and, if so, whether the threat to the public health and safety requires City Staff to secure the structure. Based on the information presented at the hearing, the Council is asked to make findings of fact and conclusions of law, and order that the Structure must be secured and City staff are authorized to secure the structure.

City Budgetary Impacts: Council Order will authorize the City to secure the structure, if unsecured, which would incur staff time and a small cost; and, the City would invoice the property owner for the costs associated with securing the structure and assess a special tax if the invoice is not paid.

Staff Recommended Action: Hold a hearing and consider any evidence presented and vote on a proposed findings of fact, conclusions of law, and order that the Owner keep the building secure, authorize the City to secure the Structure.

Previous Meetings and History: Before tonight, none on the condition of the structure relevant to this matter

City Manager Comments:

Signature:



Attachments: Procedure for a dangerous buildings hearing to secure a building, and background information. Draft Findings of Fact and Conclusions of Law, records of service and other information will be added by Friday September 12th.

67 Minot Avenue Dangerous Buildings Hearing

Public Services
September 15, 2025



67 Minot Ave Dangerous Building Hearing - Request for the ongoing order to secure the structure

I am Eric J. Cousens, Executive Director of Public Services.

I am requesting an ongoing order to secure the property.

The City's evidence includes the evidence of the After-The-Fact hearing on the determination to secure the building, which the Council just heard.

8/29/2025 Photo of Second floor and ceiling collapse



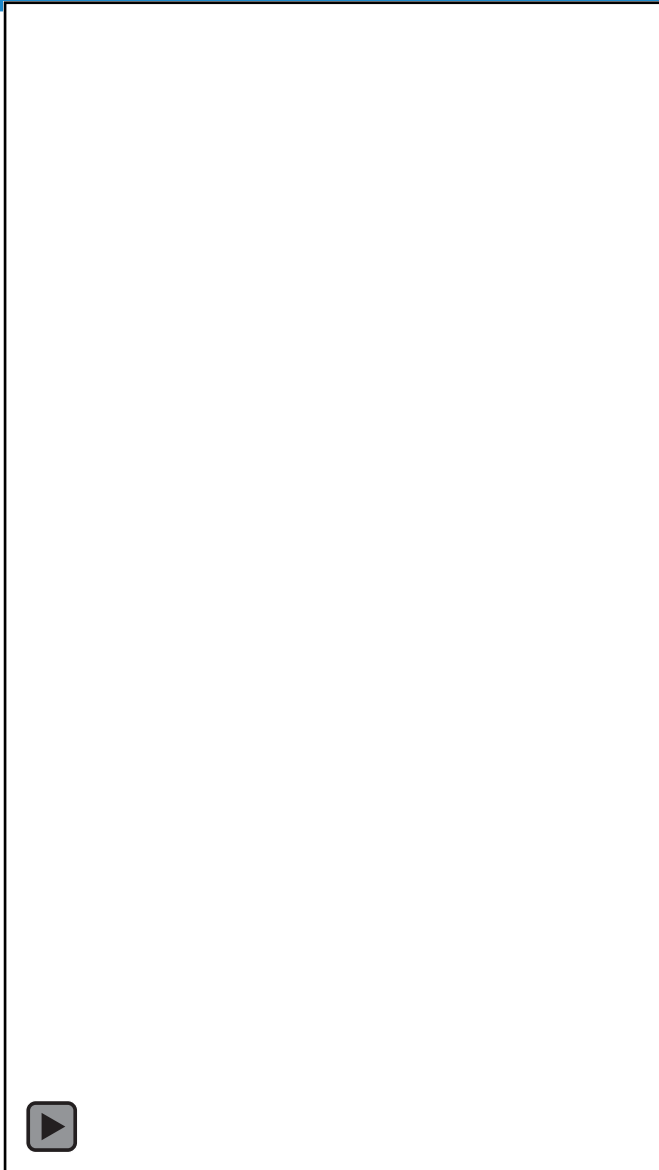
- In addition to the exterior openings there is interior damage to floors and the roof that make entering the building with poor visibility unsafe

8/29/2025 Photo of Second floor and ceiling collapse



- City Staff monitor the property regularly and conditions are worse than they were in a December 2024 Inspection.

8/29/2025 Photo of Third floor ceiling collapse



- We anticipate that conditions will continue to worsen and if the building is unsecured it increases risk to people in the structure (legally or illegally), Public Safety Responders and the general public.

8/29/2025 Photo of securing the structure



Photo of secured window with Notice



- I am seeking an order to continue to secure the structure as needed.

**CITY OF AUBURN CITY COUNCIL
FINDINGS OF FACT, CONCLUSIONS OF LAW**

67 MINOT AVENUE

On September 15, 2025 at 7:00 pm, the Auburn City Council held a hearing 60 Court Street, Auburn, Maine to determine whether the commercial structure located at 67 Minot Avenue in Auburn, Maine (the “Structure”) poses a serious threat to the public health and safety, pursuant to 17 M.R.S. § 2856. Based on the information presented at the hearing, the Council makes the following findings of fact and conclusions of law, and orders that the Structure be secured.

Findings of Fact

Present at the hearing on this matter for the City were Eric Cousens, City of Auburn Executive Director of Public Services and David O’Connell, City of Auburn Fire Prevention Officer. The following individual(s) appeared on behalf of the owners or parties in interest:

After considering the testimony and evidence presented, the City Council makes the following findings of fact:

1. On September 5, 2025, a copy of the notice of hearing to be held pursuant to 17 M.R.S. §§ 2851 and 2856 (the “Notice”) was recorded in the Androscoggin County Registry of Deeds at Book 11913, Page 201. Code Department Exhibit N.
2. The Structure is located on land (the “Parcel”) which is identified as Parcel ID 240-271 on the City of Auburn Tax Maps. Code Department Exhibit C.
3. The Parcel and Structure is owned by Miracle Enterprise LLC (the “Owner”) by virtue of a quitclaim deed recorded in the Androscoggin County Registry of Deeds on July 10, 2015, in Book 9180 at Page 151. Code Department Exhibit D.
4. Mason Resources Finance Limited (“Mason Resources”) holds an interest in the Parcel and Structure by virtue of a mortgage deed dated January 24, 2019, and recorded in the Androscoggin County Registry of Deeds at Book 10020, Page 33. Code Department Exhibit E.
5. Daniel R. Lajoie (“Daniel Lajoie”) holds an interest in the Parcel and Structure by virtue of an Intercreditor Agreement dated September 25, 1998, and recorded in the Androscoggin County Registry of Deeds at Book 4074, Page 104. Code Department Exhibit F.
6. The Owner was served with a copy of the Notice of Hearing on September 8, 2025. Code Department Exhibit G.
7. Mason Resources was served with a copy of the Notice of Hearing on September 8, 2025. Code Department Exhibit H.
8. Daniel Lajoie was served with a copy of the Notice of Hearing on September ____, 2025. Code Department Exhibit I.
9. The Structure is abandoned. Code Department Exhibit O.
10. The interior of the Structure has damage to the floors and the roof that could harm a person who entered the Structure. Code Department Exhibit O.
11. Conditions in the interior of the Structure are worsening and are expected to continue to worsen. Code Department Exhibit O.
12. There is a heightened risk of unauthorized person(s) being able to access the Parcel because broken/unsecured windows have been observed at the Parcel. Code Department Exhibits J and O.

13. There is an increased risk of fire starting in the Parcel due to unauthorized person(s) being able to access the Parcel. Code Department Exhibits J and O.

14. Vegetation and debris is on the Parcel, outside the Structure, which obscures visibility, could allow unauthorized person(s) to access the Parcel without being seen, and increases fire loading adjacent to the Structure. Code Department Exhibits J and O.

15. If a fire were to ignite, the fire could spread quickly due to the size, age and condition of the Parcel, threatening life and property around the Parcel and would strain the fire department resources. Code Department Exhibits J and O.

Conclusions of Law

Applying the legal standards set forth in 17 M.R.S. §§ 2851 and 2856, the Auburn City Council reaches the following conclusions of law:

16. The Structure constitutes a fire hazard.

17. The Structure constitutes a hazard to health or safety due to inadequate maintenance or abandonment.

18. The Structure is dangerous to life or property.

19. The Structure poses a serious threat to the public health and safety.

The conclusions in paragraphs 16 through 19 support a finding that the Structure must be secured pursuant to 17 M.R.S. § 2856, and the Council hereby concludes that the Structure at 67 Minot Avenue must remain secure at all times.

Order

Having found that the Structure at 67 Minot Avenue must be secured pursuant to 17 M.R.S. § 2856, the City of Auburn City Council hereby ORDERS:

20. That the owner and/or its successors and/or assigns shall immediately ensure that the Structure is secure, including the removal of all exterior vegetation and debris, and shall keep it secure on an ongoing basis.

21. That if the owner and/or its successors and assigns fail to comply with this Order in the time frames set forth herein, the City shall have the authority to carry out this Order.

22. That within thirty (30) days after demand by the City, the owners and/or their successors and assigns shall reimburse the City for all expenses incurred in connection with this proceeding, including, but not limited to, expenses for securing and maintaining the Structure, service and other costs incurred, and attorneys' fees, if applicable.

23. That if the owners and/or their successors and assigns fail to timely reimburse the City for its expenses, the City shall assess a special tax against the Parcel, as provided for in 17 M.R.S. § 2853, and/or recover its costs by means of a collection action.

This decision may be appealed to Superior Court under Maine Rule of Civil Procedure 80B.

I, Emily F. Carrington, City Clerk for the City of Auburn, certify that on September 15, 2025, the City of Auburn City Council adopted the above Order.

Dated: September ___, 2025

Emily F. Carrington
City Clerk

STATE OF MAINE
ANDROSCOGGIN, ss

September ___, 2025

Personally appeared before me on this day, Emily F. Carrington, who acknowledges the foregoing instrument to be her free act and deed.

Notary Public/Attorney at Law

Auburn City Council

**Mayor's Dangerous Building Hearing Procedures
September 15, 2025 City Council Meeting**

State statute provides the standards for the Auburn Council to use at this hearing. Under section 2856, “a municipality has the right to secure buildings that pose a serious threat to the public health and safety,” and if so, whether “the threat to the public health and safety requires prompt action.” The statutory text of the standards are appended to these procedures.

The procedures that I will use to conduct this hearing follows:

- (1) Any documents to be used in this proceeding will be marked as an Exhibit.
- (2) The presentation of evidence for the property will occur in the following order:
 - a. Planning, Permitting and Code Department will present an opening statement, relevant evidence about why staff believe the Structure poses a serious threat to the public health and safety and, if so, what remedies staff believe the Council should order.

[SKIP TO (e.) IF NO OWNER OR PARTY-IN-INTEREST APPEARED]

- | |
|--|
| <p>b. Following the completion of the staff presentation, any other party will have an opportunity to speak one at a time.</p> |
|--|

<p>Each party may present an opening statement, any comment about the staff evidence and argument, any relevant evidence it wants the City Council to consider and, what any remedy that the Council should order.</p>
--

<p>Each party can ask questions of staff and any of its witnesses.</p>
--

- | |
|--|
| <p>c. Staff can then ask questions of any other party and any witness it presents and make additional comments regarding any other party's presentation.</p> |
|--|

- | |
|---|
| <p>d. Any other party can then make additional comments regarding the</p> |
|---|

presentation of the staff.

- e. City Council Members can ask questions of staff, any party, or any witness.
 - f. Each side can then make closing remarks of not more than two minutes each.
- (3) Only parties to these hearings will be allowed to participate. Comments from the public will not be taken at this hearing.
 - (4) After all information has been presented, the record will be closed.
 - (5) The City Council will deliberate and determine whether the structure in question is a threat to public health and safety that requires prompt action. If the Council so determines, it shall deliberate and take a vote on the appropriate order to be made to remedy the situation.
 - (6) This is an administrative hearing and not a court proceeding or trial. Therefore, the formal rules of evidence will not apply.
 - (7) As Mayor, I will determine the appropriateness and admissibility of evidence, on the advice of the City Attorney.

CHAPTER 91

NUISANCES

SUBCHAPTER 4

DANGEROUS BUILDINGS

§2851. Dangerous buildings

...

2-A. Standard. To adjudge a building to be a nuisance or dangerous, the municipal officers or county commissioners must find that the building is structurally unsafe, unstable or unsanitary; constitutes a fire hazard; is unsuitable or improper for the use or occupancy to which it is put; constitutes a hazard to health or safety because of inadequate maintenance, dilapidation, obsolescence or abandonment; or is otherwise dangerous to life or property.

...

SECTION HISTORY

PL 1965, c. 284 (RPR). PL 1967, c. 401, §1 (AMD). PL 1973, c. 143, §1 (AMD). PL 1979, c. 27, §§1-3 (AMD). PL 1997, c. 6, §1 (AMD). PL 2017, c. 136, §1 (AMD). PL 2019, c. 557, §§1, 2 (AMD).

...

§2856. Securing dangerous buildings

In addition to other proceedings authorized by this subchapter, a municipality has the right to secure buildings that pose a serious threat to the public health and safety and to recover its expenses in so doing as provided in section 2853. If a building is secured under this section, notice in accordance with section 2857 must be given. This notice need not be given before securing the building if the threat to the public health and safety requires prompt action.

SECTION HISTORY

PL 1979, c. 27, §6 (NEW). PL 2017, c. 136, §4 (AMD).

...

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The Office of the Revisor of Statutes also requests that you send us one copy of any statutory publication you may produce. Our goal is not to restrict publishing activity, but to keep track of who is publishing what, to identify any needless duplication and to preserve the State's copyright rights.

PLEASE NOTE: The Revisor's Office cannot perform research for or provide legal advice or interpretation of Maine law to the public. If you need legal assistance, please contact a qualified attorney.
--

For Exhibits A through J, please see the exhibits in the previous agenda item.

Code Dept.
Exhibit
N

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Pursuant to 17 M.R.S. §§ 2851-59
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Auburn City Hall

60 Court Street, Auburn, Maine 04210

The hearing is regarding the building at 67 Minot Avenue, Auburn, Maine, identified as Parcel ID 240-271 on the City of Auburn Tax Maps, and further described in a Quitclaim Deed dated July 10, 2015, and recorded in Book 9180, Page 151 at the Androscoggin Registry of Deeds. The hearing is to determine whether the building poses a serious threat to public health and safety, within the meaning of 17 M.R.S. § 2856, and if so, what is the appropriate remedy. If the City Council orders that the building be secured, it may then recover all of its expenses, including reasonable attorney's fees and costs, by means of a special tax or civil action.

This hearing is your opportunity to present evidence as to why the building does not pose a serious threat to public health and safety and/or to oppose any corrective action ordered by the City Council. Failure to attend may result in the waiver of certain rights with regard to this property.

September 5, 2025


Emily F. Carrington, CMC, CCM, City Clerk

STATE OF MAINE
ANDROSCOGGIN, ss

September 5, 2025

Before me this day personally appeared Emily F. Carrington, CMC, CCM, who acknowledges the foregoing instrument to be her free act and deed.


Notary Public / Attorney At Law

JESSICCA GROVER
Notary Public, State of Maine
My Comm. Exp. Mar. 22, 2030

67 Minot Avenue Dangerous Buildings Hearing

Public Services
September 15, 2025



67 Minot Ave Dangerous Building Hearing - Request for the ongoing order to secure the structure

I am Eric J. Cousens, Executive Director of Public Services.

I am requesting an ongoing order to secure the property.

The City's evidence includes the evidence of the After-The-Fact hearing on the determination to secure the building, which the Council just heard.



8/29/2025 Photo of Second floor and ceiling collapse



- In addition to the exterior openings there is interior damage to floors and the roof that make entering the building with poor visibility unsafe

8/29/2025 Photo of Second floor and ceiling collapse



- City Staff monitor the property regularly and conditions are worse than they were in a December 2024 Inspection.

8/29/2025 Photo of Third floor ceiling collapse



- We anticipate that conditions will continue to worsen and if the building is unsecured it increases risk to people in the structure (legally or illegally), Public Safety Responders and the general public.

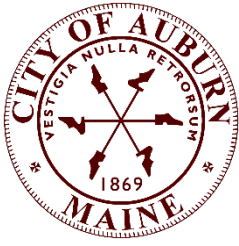
8/29/2025 Photo of securing the structure



Photo of secured window with Notice



- I am seeking an order to continue to secure the structure as needed.



**City of Auburn
City Council Information Sheet**

Council Workshop or Meeting Date: September 15, 2025

Order: ORDER 90-09152025

Author: Emily F. Carrington, City Clerk

Subject: Automobile Graveyard/Junkyard license renewals

Information: This is an annual renewal of a currently existing Automobile Graveyard/Junkyard in Auburn. Reminder letters and applications were sent out 08/15/2025. Council approval is required for renewal of this license which expires 9/30/25. Because the business listed below is a renewal, they *do not* require a public hearing. This business has completed inspections conducted by the Code and Fire Departments and issuance of the license will be dependent upon passage of the inspection. No complaints have been received by the City Clerk's office regarding this establishment.

Title 30-A, Sec. 3754 states *"Municipal officers or county commissioners, as provided for in section 3753, shall hold a public hearing before granting a permit to establish a new automobile graveyard, automobile recycling business or junkyard and may hold public hearings annually regarding the relicensing of these facilities"*.

- Don's No Preference Towing of L/A, Inc., dba Morris Auto Parts, 940 Washington St. North
- Note: In 2023 & 2024, this license was renewed with conditions staff recommend continue as attached.

City Budgetary Impacts: N/A

Staff Recommended Action: Staff recommends the City Council approve renewal applications.

Previous Meetings and History: Annual renewal.

City Manager Comments:

I concur with the recommendation. Signature:

Attachments: Automobile Graveyard/Junkyard applications, Orders



City Council Order

IN CITY COUNCIL

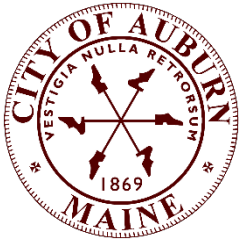
ORDERED, that the City Council hereby approves the annual renewal request for an Automobile Graveyard/Junkyard permit for Don's No Preference Towing of L/A d/b/a Morris Auto Parts, 940 Washington Street North, subject to the following conditions imposed pursuant to Sec. 14-74(a) of the Code of Ordinances and 30-A M.R.S. § 3751 et seq.:

1. Any vehicle containing fluids or batteries shall only be stored or dismantled within the area shown as "Storage of vehicles w/fluids + batteries limited to this area" on an aerial map entitled "940 Washington Street – 2012 Flood Plain Zones – 2013 Aerial" (the "Compliance Plan"), on file in the City's Planning and Permitting Office, and in no event shall any vehicle containing fluids or batteries be stored or dismantled within 100 feet of the normal high water line of the Little Androscoggin River.
2. No vehicles or junk shall be stored or dismantled within 50 feet of the normal high water line of the Little Androscoggin River.
3. Tires shall be stored at least 100 feet from the normal high water line of the Little Androscoggin River, except that if tires are maintained within a fenced enclosure of sufficient height and durability to contain the tires within the enclosure, they may be stored more than 50 feet but less than 100 feet from the normal high water line of the Little Androscoggin River.
4. The used car display area shall be limited to the area of the premises that is located north of the rectangular building shown on the Compliance Plan.
5. The driveway entrance to the premises and exit onto Washington Street North shall at all times be kept free and clear of dust and debris so that dust and debris is not tracked onto Washington Street North or any other public street.
6. Licensee shall cooperate with the City's Director of Planning and Permitting or their designee, who is to conduct inspections of the premises for compliance with (a) these conditions, (b) Sec. 14-74(c) of the Code of Ordinances, and (c) 30-A M.R.S. § 3751 et seq. no less frequently than quarterly. If any violations are observed as a result of such an inspection, they shall be communicated to the licensee for immediate remediation and, if not immediately remediated, to the City Council for potential suspension or revocation proceedings.

Richard S. Whiting, Ward One
Benjamin J. Weisner, Ward Four
Belinda A. Gerry, At Large

Timothy M. Cowan, Ward Two
Leroy G. Walker, Sr., Ward Five
Jeffrey D. Harmon, Mayor

Stephen G. Milks, Ward Three
Adam R. Platz, At Large
Phillip L. Crowell, Jr., City Manager



**City of Auburn
City Council Information Sheet**

Council Workshop or Meeting Date: September 15, 2025

ORDER 91-09152025

Author: Emily F. Carrington, City Clerk

Subject: Voting Delegate for MMA Annual Business Meeting

Information: This order delegates Phillip Crowell, City Manager, as the voting delegate for the City of Auburn for the Maine Municipal Association's Annual Business Meeting to be held October 8, 2025 in Bangor, Maine. Following passage, the City Clerk will return the voting delegate credential form to MMA by the October 6 deadline.

City Budgetary Impacts: N/A

Previous Meetings and History: N/A

City Manager Comments: *Phillip Crowell Jr.*

Attachments: N/A

**MAINE MUNICIPAL ASSOCIATION
VOTING DELEGATE CREDENTIALS**

_____ Is hereby designated as the official Voting
Delegate and
(print name)
_____ as the alternative Voting Delegate for
(print name)

(municipality)

to the Maine Municipal Association's Annual Business Meeting, which is scheduled to be held, on Wednesday, October 8, 2025, at 1:15 p.m., at the Bangor Cross Insurance Center, Bangor, Me.

The voting delegate credentials may be cast by a majority of the municipal officers, or by a municipal official designated by a majority of the municipal officers of each municipal member.

Date: _____ Municipality: _____

Signature of a Municipal Official designated by a majority of Municipal Officers:

Name: _____ Position: _____

Or signature of the majority of municipal officers:

_____	_____
_____	_____
_____	_____
_____	_____

Please return this form no later than Monday, October 6, 2025, or bring it with you to the MMA Annual Business Meeting. If mailing send to:

**MMA Annual Business Meeting
Maine Municipal Association
60 Community Drive
Augusta, Maine 04330
Email: kmaines@memun.org**



**MAINE MUNICIPAL
ASSOCIATION SINCE 1936**

60 Community Drive | Augusta, ME 04330-9486
1-800-452-8786 (in state) | (t) 207-623-8428

To: Key Municipal Officials of MMA Membership
From: Catherine Conlow, Executive Director
Date: September 8, 2025
Subject: MMA Annual Business Meeting & Voting Credentials

The Maine Municipal Association will hold its annual business meeting in conjunction with the 89th Annual Convention:

Date: Wednesday, October 8, 2025

Time: 1:15 p.m. (Immediately following the MMA Leadership & Recognition Luncheon)

Location: Cross Insurance Center, Bangor, Maine

Purpose & Highlights:

Join MMA President Melissa Doane, Vice President Justin Poirier, and Executive Director Catherine Conlow as they:

- Share strategic priorities for the year ahead.
- Present highlights of MMA's 2025 activities and accomplishments.
- Announce the results of the Executive Committee election.

This meeting offers a unique opportunity for municipal officers to participate directly in MMA's direction-setting, celebrate collective achievements, and engage in forward-looking dialogue.

Enclosed you will find the meeting agenda as well as a voting delegate credential form. Appointed delegates are authorized to vote on all items of business conducted during the meeting. To ensure your municipality is represented, please complete and submit the form by either: (1) bringing it to the Annual Business Meeting on October 8; (2) emailing it to kellymaines@memun.org, or mailing it, so the form arrives on or before Monday, October 6, to:

Kelly Maines
Executive Office Administrative Coordinator
60 Community Drive
Augusta, ME 04330

Note: This year, there are no proposed amendments to the MMA bylaws.

"From Partners to Progress" embodies our 2025 theme, spotlighting how partnerships pave the way to meaningful advancement across Maine's municipalities. The Convention delivers a rich blend of

educational breakout sessions, keynote presentations, and impactful networking opportunities, all focused on helping municipal leaders harness collaboration for local progress.

Enjoy the Member Appreciation Reception in the Exhibit Hall featuring live music by Star City Syndicate, delicious snacks, and refreshing beverages. During the reception, MMA will present the prestigious Ethel N. Kelley Memorial Award, recognizing one distinguished municipal official for outstanding service and dedication.

For more information about the 2025 Annual Convention, visit the MMA website at <https://www.memun.org/Training/Conferences-Conventions/Convention/Agenda>

Please mark your calendars; register for the event, and make arrangements to attend. Should you need assistance with the credential forms, ADA accommodations, or if you have any questions regarding the meeting, please contact Kelly Maines at either the email address listed above or 207-623-8428 ext. 2241.

I look forward to seeing you there!



ORDER 91-09152025

City Council Order

IN CITY COUNCIL

ORDERED, that Phillip Crowell, City Manager, be designated the Voting Delegate for the City of Auburn for the Maine Municipal Association's Annual Business Meeting to be held October 8, 2025 in Bangor, Maine.

Richard S. Whiting, Ward One
Benjamin J. Weisner, Ward Four
Belinda A. Gerry, At Large

Timothy M. Cowan, Ward Two
Leroy G. Walker, Sr., Ward Five
Jeffrey D. Harmon, Mayor

Stephen G. Milks, Ward Three
Adam R. Platz, At Large
Phillip L. Crowell, Jr., City Manager