City of Auburn, Maine
Office of Planning & Permitting
60 Court Street | Auburn, Maine 04210
www.auburnmaine.gov | 207.333.6601

PLANNING BOARD AGENDA
November 10, 2026 – 6:00 p.m.
City Council Chambers, 60 Court Street

1. **ROLL CALL**

2. **MINUTES:** Acceptance of the October 13 and October 14 meeting minutes

3. **OLD/CONTINUED BUSINESS**

   A. **PUBLIC HEARING SITE PLAN AMENDMENT/SPECIAL EXCEPTION:** 220 Danville Corner Road (PID 122-006) application submitted by Platz Associates, on behalf of Recovery Connections of Maine, to change the use of the property at 220 Danville Corner Road from education to a hospital. The property is located in the General Business (GB) district and will be reviewed under Chapter 60, Article XVI, Division 2 – Site Plan Review and Division 3 – Special Exception. This item is continued from the September 15, 2026 Planning Board meeting.

4. **NEW BUSINESS**

   A. **PUBLIC HEARING SITE PLAN/SPECIAL EXCEPTION:** 16 Western Ave (PID 239-226) application submitted by the Dance Center LA LLC for a new 44 by 72 foot one story annex building. The property is located in the Traditional Neighborhood (T-4/2B) district and the application will be reviewed under Chapter 60, Article XVI, Division 2 – Site Plan Review and Division 3 – Special Exception.
   B. **PUBLIC HEARING CHAPTER 60 ZONING**: Proposed zoning map amendment - Pownal Road.

5. **PUBLIC COMMENT**

6. **MISCELLANEOUS**

7. **PLANNING BOARD ITEMS FOR DISCUSSION**

8. **ADJOURNMENT**

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PLANNING BOARD MINUTES - DRAFT
October 13, 2026 – 6:00 p.m.
City Council Chambers, 60 Court Street

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1. ROLL CALL

Ed Bearor (Chair), Riley Bergeron (arrived at 6:03 pm), Tim DeRoche, Chelsea Eaton, Bob Hayes, Maureen Hopkins, Bilal Hussein, Kathy Shaw and Andrea Westbye.

Staff members present: DeCarlo Brown (Planning Director), Lauren Caffe (Long Range Planner) and Sam Peikes (Planning Coordinator)

Comprehensive Plan Committee member present: John Cleveland (Chair)

2. MINUTES: Acceptance of the September 15 and September 23 meeting minutes

May 28th, 2026 Minutes: The board circled back to approve the minutes after the previous attempt was unclear regarding the vote count. **Motion made by Maureen Hopkins and seconded by Bob Hayes to approve the May 28th minutes. Vote 6-0 with Tim DeRoche abstaining since he was absent, Motion Carries.**

September 15th, 2026 Minutes: **Motion made by Maureen Hopkins and seconded by Bilal Hussein to accept the September 23rd minutes as presented. Vote 7-0, Motion Carries.**

September 23rd, 2026 Minutes: Chelsea Eaton noted the vote to adjourn the meeting on September 23rd was 7-0, not 8-0. **Motion made by Maureen Hopkins and seconded by Bilal Hussein to accept the September 23rd minutes as amended. Vote 7-0, Motion Carries.**

3. PUBLIC COMMENT

The Public Comment portion of the agenda was moved from the seventh item to the third as a courtesy to residents who wished to speak without waiting until after the Planning Board had completed its business.

Brian & Michelle Rouleau of Rulo Timberworks proposed adding artisan and craft-based businesses to the city's general business zone. They explained that their timber framing work is a low-impact, skilled trade that uses hand tools and local green wood with very little waste. The

board and staff agreed to review their request and consider creating a formal definition of artisan use at a future meeting to determine where it might be allowed in the zoning code.

Daniel Moreno of 41 Presidential Way described problems with road maintenance on his unaccepted street. He asked the city to consider ordinance changes that would allow plowing on streets where the city has a controlling interest and suggested adding stronger developer requirements to the comprehensive plan to avoid similar issues in the future.

Stephen Beale asked the Planning Board to review an earlier staff memo from August 3, 2026, which was sent to the city council. He explained that this memo includes maps and more detailed information than the newer one given to the board, and he urged them to look at it before holding a public hearing on the zoning map amendment.

4. NEW BUSINESS

A. PUBLIC HEARING CHAPTER 60 ZONING: Amendment to Chapter 60 Various Sections - zoning waivers and variance requests.

The public hearing regarding the Chapter 60 zoning amendment focused on updating zoning waivers and variance requests to bring the city's processes into compliance with state law.

Key points discussed included:

- Legal Conformity: Ed Bearor stated that the ordinance was "patently unlawful" regarding the Planning Board's authority to issue zoning variances, and this amendment aims to shift that jurisdiction to the Board of Appeals.
- Waiver Scope: Staff clarified that the board would be able to grant waivers for city-wide guidelines, such as street width, but not for regulations specific to a district, such as setbacks or lot coverage.
- Public Testimony: Daniel Moreno, representing Platz Associates, expressed concerns regarding parcels split between two zones and inquired about more streamlined processes for resolving these issues.

Motion made by Maureen Hopkins and seconded by Andrea Westbye to recommend the proposed changes to sections 60-1312 and 60-1366 for adoption to the city council.. Vote 7-0, Motion Carries.

5. OLD/CONTINUED BUSINESS

A. WORKSHOP: Continued draft Comprehensive Plan Review (http://tinyurl.com/plan-auburn)

The Planning Board continued its workshop on the draft comprehensive plan, reviewing potential recommendations derived from previous feedback. The board opted to hold off on formal votes until their meeting on October 28th to allow for further deliberation.

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Key areas of discussion included:

- Community and Infrastructure: The board reviewed additions regarding committee engagement transparency and new initiatives for digital equity and broadband expansion.
- Transportation: Discussions centered on micromobility safety, pedestrian infrastructure maintenance, and the proposed parking maximums for commercial and industrial land uses, which board members suggested should differentiate between residential and non-residential developments.
- Stormwater Management: The board explored establishing a stormwater utility fee based on impervious surface area, with members cautioning that this should likely exclude single-family homes.
- Food and Agriculture: The board debated language around the food sovereignty ordinance and farming definitions. They agreed on the importance of simplicity, noting that redundant references to state statutes might not be necessary if the core intent is already captured.
- Future Land Use Map: The board reviewed high, moderate, and low growth area designations. Several members expressed general approval of the map's balance, though questions were raised regarding specific boundaries, such as those near the watershed and specific land parcels that some felt were better suited for different density classification

6. OTHER BUSINESS

A. WORKSHOP: Proposed Zoning Map Amendment 1890 Pownal Road

The proposed zoning map amendment for 1890 Pownal Road was discussed during the workshop segment of the meeting.

The request originated from a property owner who approached the Comprehensive Planning Committee seeking a land use change to allow for residential development. The owner of the raw land parcel wishes to sell the property or build a retirement home, which is currently restricted under the existing Agricultural Resource Protection zoning.

Staff noted that the proposal is consistent with the current Comprehensive Plan. The amendment would rezone this area from Agricultural Resource Protection to Rural Residential, incorporating existing nearby homes into a more uniform residential district.

The council requested a review by the Planning Board to evaluate the map amendment before proceeding to a potential public hearing. It was clarified that there is currently no pending application for the construction of a specific residence, only a request for a land use category change.

While some board members expressed openness to the change, there was a suggestion to wait until the new Comprehensive Plan is finalized before moving forward with the rezoning.

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7. MISCELLANEOUS

Bilal Hussein gave compliments to the Planning staff – specifically DeCarlo Brown, Lauren Caffe and Sam Peikes – for their recent interview on the *Absolutely Auburn* podcast.

8. PLANNING BOARD ITEMS FOR DISCUSSION

The board members briefly confirmed that they were already in possession of the August 3rd memo regarding the Pownal Road project.

9. ADJOURNMENT

Motion made by Ed Bearor and seconded by Tim DeRoche to adjourn at 9:05 p.m. Vote 7-0 Motion Carries.

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Minutes

Joint Public Hearing

Comprehensive Plan Committee & Planning Board

October 14th, 2026

1. ROLL CALL: Committee members, Planning Board members, and staff

Members Present: Ed Bearor (PB Chair), Denis Bergeron (CPC), Riley Bergeron (CPC& PB), John Cleveland (CPC Chair), Beckie Conrad (CPC), Tim Cowan (CPC), Tim DeRoche (PB), Chelsea Eaton (PB), Jeff Harmon (CPC), Bob Hayes (PB), Maureen Hopkins (PB), Bilal Hussein (CPC& PB), Paul Jacques (CPC), Rex Rhoades (CPC), Bruce Rioux (CPC), Dana Staples (CPC), Kathy Shaw (PB), Andrea Westbye (PB), and Rick Whiting (CPC).

Absent: Kelly Butler, Jane Costlow, and Mathieu Duvall

Staff members present: DeCarlo Brown (Planning Director), Lauren Caffe (Long Range Planner), and Denis D'Auteuil (Assistant City Manager)

2. PUBLIC COMMENT

John Cleveland gave an overview of the Comprehensive Plan process and the timeline after the public hearing. He explained that the Comprehensive Plan is a growth management plan that the City is required by law to review and update every 10 years. He said the Comprehensive Plan Committee began working on it in January of 2025 and the final reading for adoption will be December 21, 2026. He explained it is not a zoning ordinance, but zoning changes will occur after the comprehensive plan is adopted based on the guidance of the plan.

Joe Pelliccia of 10 Josslyn – thanked everyone for the hard work they put into the comprehensive plan. He expressed disappointment that the Comprehensive Plan did not specifically identify or recommend continued support for the LAP bus service between Auburn and Portland, including a potential expansion to the Portland Jetport. He noted the support for trails in our community but would have liked to see a very specific recommendation in support of the Casco Bay Trail connection from Portland through Auburn and surrounding communities.

Stephen Beale of 575 Johnson Road – commended the committee for their work stating that the comprehensive plan is well drafted. He noted that during the previous evening's Planning Board meeting a recommendation was made by a Planning Board member to

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revise the Agriculture and Resource Protection zone language to allow additional residential development in rural areas. He expressed opposition to that change citing concerns about potential sprawl, the loss of open space and scenic views, and the increased costs associated with extending water, sewer, and school transportation services. He recommended that the proposed language not be amended and that the original text remain in place.

Mary Moore a landowner on Jordan School Road – said that the draft Comprehensive Plan does not meet its goal of preserving natural resources while maintaining the economic value of agriculture zoned land. She noted the plan lists several permitted uses, but the upfront costs of farming or resource-based operations make these options unrealistic for families. She emphasized that the current ordinance, which allows a home only as an accessory use, prevents landowners from living on and adequately stewarding their property. She urged the Committee and Planning Board to consider modern, flexible land-use models that would allow residents to live on their land while continuing to protect open space. Mary also thanked the Comprehensive Plan Committee and the Planning Board for their time and hard work on the draft.

Wayne Sousa of 62 Spring Street - noted that although the issue may fall outside the scope of the Comprehensive Plan, he wished to highlight long-standing maintenance concerns at the Auburn Library. He referenced the unpainted, rusty electrical box on Spring Street where landscaping was done and an overgrown tree that has needed trimming for several years that he has spoken to Public Works about. He expressed frustration with delays in addressing these basic maintenance needs, suggesting that neglect of small tasks can signal broader issues that impact community spaces used by residents of all ages.

Kyle Romick of 19 Goldenwood Drive in Scarborough & Jonah Chappell of 538 Poland Road – thanked the Planning Board, Comprehensive Plan Committee, and staff for all the work they have put into the comprehensive plan. They have a project at 538 Poland Road and are building town homes. They requested the residential–industrial boundary along the Poland Road corridor be shifted to align with the predominantly residential character of the area. They explained that currently 90% of the homes are non-conforming and that moving the line from the Rockhill Avenue end to the Breton Avenue end would bring a lot of single-family homes into compliance and allow other developers to continue to build more housing in that area to support compact residential zoning while still respecting the adjacent industrial zone. They requested the map of the area they are talking about be pulled up on the screen but due to lack of time, they were unable to.

Eric Santos of 75 Roy Avenue – reported that an Auburn Skate Park Committee has been established and organized site cleanups, planted a community garden, and raised

approximately $1,000 through a skateboard event. He requested permission to build a community-driven, volunteer skate park on the existing slabs at Moulton Park, while pursuing grants for a worldclass destination skate park. He expressed the Committee's interest in being involved with the comprehensive plan, especially the Riverwalk expansion.

Josslyn Giammarino of 16 Westminister Street, Biddeford– spoke in support of a skateboard park. She said as an occupational therapist, researcher, and director of a therapeutic skateboarding program for at-risk youth, she has seen skateboarding build physical health, resilience, confidence, and social skills. She said a public skate park would give young people a safe, welcoming place to learn, connect with mentors, and develop healthier behaviors while strengthening families across the Lewiston-Auburn area. She urged the Committee to prioritize this investment in youth mental and physical health and a safer, more connected community.

Ahmed Hadi of 625 Washington St N. – said he operates a used-car dealership in Auburn and needs a recycler license to repair salvage vehicles and obtain rebuilt titles, but the city will not renew the license he held last year. He said Recycler Licenses are given to junkyards, but they are not a junkyard. He said he has invested about $550,000 into the building and another $500,000 in vehicles that they cannot sell, leaving roughly $1 million tied up while they await a decision from the City Attorney. They asked the city to grant an exception so they can continue operating and prevent dealerships and investment from leaving Auburn.

Evan Cyr of 122 Granite St – pointed out that the materials were not posted on the Planning Board webpage the Friday before the meeting as required. He said he supports designating the watershed as a conservation and water-protection zone but pointed out the watershed is diverse and urged clearer density standards to prevent conflicting future interpretations. He questioned reducing the residential growth area when existing high-density zoning has not met housing goals, saying that concentrating development in large multifamily projects could undermine the plan's goal of providing varied housing types.

Bruce Bickford of 64 Caron Lane – commended the Committee for doing a tremendous job so far with the comprehensive plan. He addressed the concern about sprawl in the agriculture zone stating city water and sewer is not required to build and that a lot of roads already have services. He urged officials to allow property owners in the Agriculture and Resource Protection Zone to build on their land. He said that would allow seniors to age in place rather than face long waits for senior housing or placing land in open-space programs, which could reduce city revenue and shift more of the property-tax burden to other taxpayers.

Chloe Myers of 310 Sopers Mill Road. said she has a farm and expressed gratitude to everyone who showed up and shared their voices and that it is heartwarming to know she

lives in a community with people who care beyond their doorstep. She also expressed gratitude to city staff and the comprehensive plan committee for the hard work they are doing to meet the very diverse needs of the growing community.

Roger Belanger of 180 Hardscrabble Road – said many agriculture-zone landowners have been unable to build on property they have owned for decades. He noted that some undeveloped land has been posted and cannot be used for recreational use. He urged the city to allow people to build homes on their own property.

Eric Monty of 48 Hampshire Street – pointed out that when he was reviewing the comprehensive plan online, he was unable to see which zone his building would be in due to the low-quality images and not being able to zoom in for better detail.

Lauren displayed the City's interactive map and demonstrated how users can zoom in, locate properties, search addresses, and view different map layers.

With time remaining, Lauren displayed the comprehensive plan map so that Kyle Romick and Jonah Chappell could show their proposed zoning boundary adjustment.

The public hearing was closed at 7:07 p.m.

3. NEXT MEETING: October 28th, 2026 (Planning Board) and November 5th, 2026 (Comprehensive Plan Committee)

4. ADJOURNMENT

The meeting adjourned at 7:07 p.m.

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To: Planning Board
From: Sam Peikes, Planning Coordinator
Re: Staff memo
Review Type: Site plan & Special exception
Location: 220 Danville Corner Road (PID 122-006)
Zoning District: General Business (GB)
Date: November 3, 2026

OVERVIEW

Platz Associates, on behalf of Recovery Connections of Maine, has submitted an application to change the use of the existing building at 220 Danville Corner Road to a hospital. The previous use of the building was for educational services for Spurwink school. The existing 9,760 square foot building will be converted to a hospital treatment facility with 28 beds for adult addiction recovery. The proposed development includes primarily interior improvements with a few minor exterior improvements consisting of a fenced dumpster enclosure, updated parking area markings and a new 4-inch sewer line connection from Danville Corner Road.

PROJECT HISTORY

The application last came before the Planning Board for the September 15 meeting. At the meeting, the Planning Board voted to continue the application pending submission of the following items:

- The lease agreement between South Grove Lodge, LLC "Landlord" and Recovery Connections of Maine, LLC "Tenant" demonstrating right, title and interest.
- Updated letter of financial capacity accounting for the proposed sewer expansion.
- Updated letter from the Auburn Sewer and Water District with the corrected number of beds and adequacy of public water capacity.

Since the September 15 Planning Board meeting, the applicant has made the following updates:

- The Site Plan has been updated to show the proposed water line off Danville Corner Road and a note has been added stating the existing well is not in use.
- The applicant has provided an authorization letter from Recovery Connections of Maine, LLC, identifying Jeremy Hiltz as the designated representative of the organization.
- The applicant has provided contract pricing for the sewer line connection and an updated financial capacity letter to address the sewer line costs.
- The applicant has provided a lease agreement between South Grove Lodge, LLC "Landlord" and Recovery Connections of Maine, LLC "Tenant" demonstrating right, title and interest.
- The applicant has provided an updated letter from the Auburn Sewer and Water District with the corrected number of beds and adequacy of water capacity.

REVIEW PROCESS & USE CLASSIFICATION

The proposed use of "Hospitals, care homes, boardinghouses and lodginghouses" is permitted in the General Business (GB) district as a special exception. Per Sec. 60-2, "*Hospital means any institution receiving inpatients and rendering medical, surgical and/or obstetrical care. The term "hospital" includes general hospitals and institutions in which service is limited to special fields such as cardiac, eye, nose and throat, pediatric, orthopedic, skin, cancer, mental health, tuberculosis, chronic disease and obstetrics. The term "hospital" also includes sanitariums, including those wherein mentally retarded and mental patients, epileptics, alcoholics, senile psychotics or drug addicts are cared for or treated*". While the General Business (GB) district does permit outpatient addiction treatment clinics as a special exception, the definition of an outpatient addiction treatment clinic under Sec. 60-2 states that the term does not include an inpatient or residential addiction treatment program or a program consisting solely of support group activities without treatment by licensed health practitioners. Therefore, the proposed use has been classified as a hospital. Sec 60-499(b)(5) lists "hospital, care homes, boardinghouse and logdinghouse" as permitted by Special Exception. In accordance with Sec. 60-1278, site plan review is required for all uses permitted by special exception. The use requires review and approval by the Planning Board and the application will be reviewed under Chapter 60 Article XVI Division 2 – Site Plan and Division 3 – Special Exception.

In accordance with Sec. 60-1337, the Planning Board shall take final action on the special exception within 60 days after its submittal or within such other time limit as may be mutually agreed to. The Planning Board held a Public Hearing for the application September 15, 2026. The application was deemed complete by staff August 21, 2026. The Planning Board requested additional item from the applicant before a final decision, as noted above.



REVIEW TIMELINE

- Applicant submitted application package to staff July 13, 2026.
- Staff deemed the application incomplete and responded back with comments July 20, 2026.
- Applicant emailed updated materials July 21, 2026.
- Staff followed up regarding completeness July 27, 2026
- Applicant emailed updated materials July 28, 2026
- Staff followed up regarding completeness August 5, 2026
- Applicant emailed updated materials August 14, 2026
- Applicant submitted complete application package August 21, 2026
- Staff deemed the application complete and notified the applicant on August 21, 2026
- Staff sent application for department review on August 21, 2026
- Staff sent comment letter to applicant August 28, 2026
- Planning Board Public Hearing September 15, 2026
- Applicant submitted updated materials October 2, 2026
- The Planning Board will continue the review of the application November 10, 2026

COMPLETENESS REVIEW

Staff have reviewed the application for completeness pursuant to Sec. 60-1301 and the application has been found complete. In accordance with Sec. 60-1303, the application has been accepted for processing, and a public hearing was held on September 15, 2026.

DEPARTMENT COMMENTS

Staff have corresponded with department heads regarding the application. There are no outstanding comments at this time.

SITE PLAN & SPECIAL EXCEPTION RELEVANT PROVISIONS

Staff have noted the following relevant provisions from the ordinance for the proposed development.

Access Management

- Access to the property is provided from the existing driveway and looped road off Danville Corner Road. No changes to the existing access layout are proposed.
- The fire chief has no comments regarding emergency access to the development.

Traffic

- The proposed development is anticipated to generate approximately 5.54 passenger equivalent trips in the peak hour. The previous use generated approximately 108.53 passenger equivalent trips in the peak hour when the building was used for education by Spurwink school.
- The applicant has requested a waiver from Sec. 46-233 from providing a Traffic Impact Analysis. The city engineer granted the applicant's waiver request September 3, 2026.

Off-Street Parking and Loading

- The development includes an existing parking lot with 34 spaces including 2 ADA accessible spaces. No additional parking is proposed for the development.

- In accordance with Sec. 60-607(12)c. All uses containing over five parking and/or loading spaces shall include a substantial bumper of concrete, masonry, steel or heavy timber or a curb of similar material or an earthen berm placed at the head of each parking or loading stall that abuts a structure, rear or side setback or property line, sidewalk, street right-of-way, or landscaped area to prevent vehicles from rolling into such areas. The parking lot contains over 5 spaces. The locations of precast curb stops are shown in the parking area on the site plan.
- In accordance with Sec. 60-607(12)d. where, in nonresidential districts, parking shall not be placed nearer than ten feet from the street right-of-way line. The area between the parking area and the street right-of-way line shall be landscaped. The existing parking area is located off the driveway and is set back from Danville Corner Road. The existing tree-line screens the parking area from abutting properties and from Danville Corner Road. Staff believe that additional landscaping between the parking lot and road is not necessary.
- In accordance with Sec. 60-607(13) parking and loading spaces shall be so arranged as not to require backing of vehicles onto any public street. The existing parking lot is located to the side of the existing building and access comes from the driveway off Danville Corner Road. Staff do not have concerns regarding vehicles backing out on the public road or any safety hazards resulting from the parking configuration.

Utilities

- The proposed development will be served by public sewer for subsurface wastewater disposal and public water for water supply. The location of the 4-inch public sewer line and water line is shown on sheet C100 of the application.
- The Auburn Water and Sewer District reviewed the proposal and state in the letter dated September 23, 2026, that the district has sufficient capacity to serve the sewer and water needs for the proposed development.
- The applicant has provided an updated location map showing how the existing sewer line in Danville Corner Road will be extended to the new building. The Auburn Water and Sewer District has approved the proposed sewer layout in the letter dated September 4, 2026.

Exterior Lighting

- The site contains existing exterior light poles shown on the site plan sheet C100. No additional lighting is proposed for the development.

Solid Waste Disposal

- The dumpster location and enclosure is shown on the site plan sheet C100.
- The applicant states in the cover letter that solid waste will be disposed of adequately and minimal waste is anticipated from the proposed development.

Stormwater Management

- The site consists of approximately 27,953 square feet of impervious area. No additional impervious area is proposed. Existing drainage flows northeast away from Danville Corner Road.
- The city engineer has no concerns regarding stormwater management.

Protection of Environmental Features and Natural Resources

- The existing site does not contain any significant environmental features or natural resources.

- The proposed development is for a change of use that will not involve any new construction or impervious area and therefore will not impact environmental and natural resources.

Noise, Vibration, Odors and Air Pollution

- In accordance with Sec. 60-1037, noise levels in the General Business zone shall not exceed 60 dba at the property line.
- The proposed development is not anticipated to create a nuisance to surrounding properties or generate vibration, odors or air pollution.

PLANNING BOARD ACTION

The proposed development requires review and findings for approval under Sections 60-1277, 60-1304, and 60-1336. Staff have provided recommended findings in bold under each action item.

Site Plan Review – Section 60-1277

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;

a. **The proposed development will not include additional impervious area and therefore will not impact existing surface drainage patterns.**
b. **The proposed development will utilize the existing lighting in the parking area. The site is buffered from neighboring properties. Lighting will not recess onto abutting properties.**
c. **The proposed development will not generate sound, dust vibration in excess of city standards.**

(2) Convenience and safety of vehicular and pedestrian movement within the site and in relation to adjacent areas;

a. **The proposed development will utilize the existing driveway and parking areas for vehicular access.**
b. **The proposed development does not propose any changes to existing vehicular and pedestrian access.**
c. **The proposed development will contribute less vehicular traffic than the previous education use and will have minimal traffic impact.**

(3) Adequacy of the methods of disposal for wastes; and

a. The proposed development is anticipated to produce minimal solid waste and will provide for adequate solid waste disposal.
b. The dumpster location with screening has been provided on the site plan.

(4) Protection of environment features on the site and in adjacent areas.

a. The proposed development involves a change of use with minimal exterior disturbance and therefore, will not impact environmental features on site or in adjacent areas.

Site Plan Review – Sec 60-1304

(1) A finding and determination that the proposed project will constitute a suitable development and will not result in a detriment to the neighborhood or environment

a. **The proposed development will constitute a suitable development and will not result in a detriment to the neighborhood or environment.**

Special Exception – Section 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.
    a. **The proposed development complies with the requirements of Chapter 60 Article XVI Division 2 – Site Plan and Division 3 – Special Exception and Chapter 60 Article IV Division 12 – General Business.**
(2) That the special exception sought will neither create nor aggravate a traffic hazard, a fire hazard or any other safety hazard.
    a. **The proposed development is anticipated to generate minimal vehicular traffic and will not create nor aggravate a traffic hazard.**
    b. **The fire department has no comments regarding the safety and emergency access of the proposed development.**
(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.
    a. **The proposed development 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.
    a. **The proposed development will not alter the essential characteristics of the neighborhood and will not tend to depreciate the value of property adjoining and neighboring the property.**
(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.
    a. **The proposed development will not be adding additional impervious area and therefore will not include any stormwater management.**
    b. **The proposed development will utilize the existing off-street parking areas and will not add any new parking spaces. Based on the traffic estimated to the site, the existing parking lot is adequate to accommodate the proposed development.**
    c. **The existing sewer line on Danville Corner Road will be extended to provide service to the building. The development will connect to the existing public water supply as well. The proposed development will provide for adequate sewage disposal and water usage as noted in the approval letter from the Auburn Sewer and Water District dated September 23, 2026.**
(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.
    a. **The standards imposed on the proposed development are at least as stringent as those elsewhere imposed by the city building code and by provisions of Chapter 60.**
(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.

a. **The proposed development will make provisions for city services without disrupting the city's master development plan.**

STAFF RECOMMENDATION

Staff have corresponded with the applicant and reviewed the application materials and recommend approval of the proposed development with the recommended conditions of approval:

1. Prior to construction, applicant shall provide the approved site plan to the Auburn Sewer and Water District and City of Auburn Permitting Staff and receive all applicable permits.
2. No development activity shall commence until any bonding or inspection fees are provided to the City of Auburn as determined by the Auburn Engineering Department.

SUGGESTED MOTION

To **[approve/approve with condition(s)/deny]** the application for 220 Danville Corner Road (PID 122-006) submitted by Platz Associates located in the General Business (GB) district pursuant to Chapter 60 Article XVI Division 2 – Site Plan and Division 3 – Special Exception with the following conditions of approval (see above).

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Findings of Fact, Conclusions of Law, & Decisions

Planning Board, City of Auburn, Maine

Regarding an application for

220 Danville Corner, hospital change of use (Site Plan Amendment/Special Exception)

PID 122-006

Applicant
Jeremy Hiltz, Recovery Connections of Maine

Findings of Fact

Street address:
220 Danville Corner Road Auburn, Maine

Property ownership:
Tim Millett, South Grove Lodge

Other parties to the application:
Travis Nadeau, Platz Associates

Description of the existing use(s) of the property:
The subject parcel is approximately 2.96 +/- acres in size and is located within the General Business (GB) district. The existing building is used for educational services for Spurwink school. The subject parcel is accessed by the existing driveway off Danville Corner Road.

Description of the proposed use(s) of the property and the nature of the application:
The proposal involves the reuse of the existing 9,760 square foot building for a hospital treatment facility with 28 beds for adult addiction recovery. The proposal includes primarily interior improvements and minor exterior improvements including a fenced dumpster enclosure and updated parking area markings.

The Use has been classified as a Hospital permitted by Special Exception as "Hospitals, care homes, boardinghouses and lodginghouses" under special exception pursuant to Sec. 60-499(b)(5).

Base zoning district:
Industrial (I) district

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Overlay zoning district(s):
N/A

Other relevant regulatory districts:
N/A

List of materials submitted at each stage of the application process:

Materials submitted for the September 15, 2026 and November 10, 2026 Planning Board Meetings:

Documents Submitted July 13, 2026

City of Auburn Development Review Application submitted by Platz Associates on behalf of Recovery Connections of Maine dated July 7, 2026

Development Review Checklist

Description of proposal

Quitclaim deed

Site plan

Interior building plans

Documents Submitted August 21, 2026

City of Auburn Development Review Application submitted by Platz Associates on behalf of Recovery Connections of Maine dated July 7, 2026.

Development Review Checklist

Description of proposal

Quitclaim deed

Auburn Sewer and Water District capacity letter dated August 13, 2026

Financial capacity letter

Site plan

Interior building plans

Documents Submitted September 3, 2026

Updated sewer line design dated September 3, 2026

Updated memo explaining treatment methods dated September 4, 2026

Waiver request from Traffic Impact Analysis dated August 3, 2026

DRAFT

Documents Submitted October 2, 2026

ASWD capacity letter dated September 23, 2026

Lease agreement dated April 13, 2026

Authorization letter dated October 2, 2026

Contractor letter with scope of work dated September 23, 2026

Updated financial capacity letter from Maine Community Bank dated September 24, 2025

Site plan dated July 7, 2026

Sewer sketch plan dated September 3, 2026

Date(s) on which the Board met to consider the application:
September 15, 2026

November 10, 2026

Date(s) on which the Board conducted a public hearing on the application:
September 15, 2026

Brief description of substantive materials and testimony received at the public hearing:
At the September 15, Public Hearing, a member of the public asked about the level of treatment provided and types of addiction addressed and had concerns about compatibility of the use with the surrounding neighborhood and overall safety and supervision of patients.

List of public comment via letters and email.
N/A

List of staff reports
Staff memo prepared by Sam Peikes; Planning Coordinator dated November 3, 2026

DRAFT

City of Auburn, Maine
Office of Planning & Permitting
60 Court Street | Auburn, Maine 04210
www.auburnmaine.gov | 207.333.6601

Conclusions of Law

Planning Board Jurisdiction

Ordinances:

Auburn Zoning Ordinance, Chapter 60 Article XVI, Division 2 – Site Plan and Division 3 – Special Exception, Article IV, Division 12 – General Business

Permits Required:

Building permit

Planning Board Approval Criteria

(Zoning Ordinance Sec. 60-1277, Sec. 60-1304 and Sec. 60-1336)

Site Plan Review – Sec. 60-1277

(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;
   a. The proposed development will protect 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;
   a. The proposed development will provide for convenient and safe vehicular and pedestrian movement within the site and in relation to adjacent areas.

(3) Adequacy of the methods of disposal for wastes; and
   a. The proposed development will ensure adequate provisions are made for solid waste disposal.

(4) Protection of environment features on the site and in adjacent areas.
   a. The proposed development will protect against environment features on the site and in adjacent areas.

Site Plan Review – Sec. 60-1304

(1) A finding and determination that the proposed project will constitute a suitable development and will not result in a detriment to the neighborhood or the environment.
   a. The proposed development will constitute a suitable development and will not result in a detriment to the neighborhood or environment.

Special Exception – Sec. 60-1336

(1) That the special exception sought fulfills the specific requirements, if any, set forth in the zoning ordinance relative to such exception.
   a. The proposed development fulfills the requirements for special exception and other requirements pursuant to Chapter 60 Article IV, Division 12 and Article XVI, Division 2 – Site Plan and Division 3 – Special Exception.
(2) That the special exception sought will neither create nor aggravate a traffic hazard, a fire hazard or any other safety hazard.
   a. The proposed development 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.
   a. The proposed development 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.
   a. The proposed development 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.
   a. The proposed development complies with all dimensional standards and requirements pursuant to the General Business (GB) district under Sec. 60-500.

DRAFT

(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.
   a. The standards imposed for the proposed development are at least as stringent as those elsewhere imposed by the city building code and 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.
   a. The proposed development will provide for essential city services without disrupting the city's master development plan.

Decisions

Date Application Accepted as Complete for Review:

August 21, 2026

Waiver(s) Granted:

The City Engineer granted the applicant's waiver request from Sec. 46-233 Traffic Impact Analysis September 3, 2026

Decision(s) voted on by Planning Board:

To continue the Public Hearing for 220 Danville Corner Road (PID 122-006) pending requested submission documents

Motion by: Maureen Hopkins

Second by: Ed Bearor

Vote: 6-1

Final Plan Approval Date:

Conditions for Final Approval:

DRAFT

Chair, Planning Board *Date*

DRAFT

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Office of Planning & Permitting
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Development Review Application

PROJECT NAME: Recovery Connections of Maine- A Hospital Treating Addiction

PROPOSED DEVELOPMENT ADDRESS: 220 Danville Corner Road

PARCEL ID #: 122-006

REVIEW TYPE:

Site Plan ☒	Site Plan Amendment ☐	Stormwater ☐
Subdivision ☐	Subdivision Amendment ☐	Traffic ☐
		Site Law ☐

PROJECT DESCRIPTION: Renovation of an existing 2-story building to provide sleeping rooms for 28 tenants, with support spaces and offices for on-site staff. Improvements include minor interior closet demolition and some new partitions.

CONTACT INFORMATION:

Applicant
Name: Jeremy Hiltz
Address: 103 Park Street
City / State Lewiston, ME
Zip Code 04240
Work #: (207) 440-7922
Cell #:
Fax #:
Home #:
Email: jeremy@recoveryconnectionsme.com

Property Owner
Name: South Grove Lodge
Address: 155 Center Street, Unit 6
City / State Auburn, Maine
Zip Code 04210
Work #:
Cell #: (207)754-6332
Fax #:
Home #:
Email: tamillett@gmail.com

Project Representative
Name: Platz Associates c/o Travis Nadeau
Address: Two Great Falls Plaza
City / State Auburn, ME
Zip Code 04210
Work #: 207-784-2941
Cell #: 207-740-7603
Fax #:
Home #:
Email: tnadeau@platzassociates.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	27,953	sq. ft
Proposed Total Impervious Area	27,953	sq. ft.
Proposed Impervious Net Change	0	sq. ft.
Impervious surface ratio existing	22	% of lot area
Impervious surface ratio proposed	22	% of lot area

BUILDING AREA/LOT COVERAGE

Existing Building Footprint	5,720	sq. ft.
Proposed Building Footprint	5,720	sq. ft.
Proposed Building Footprint Net change	0	sq. ft.
Existing Total Building Floor Area	9,760	sq. ft.
Proposed Total Building Floor Area	9,760	sq. ft.
Proposed Building Floor Area Net Change	0	sq. ft
New Building	No	(yes or no)
Building Area/Lot coverage existing	7.6	% of lot area
Building Area/Lot coverage proposed	7.6	% of lot area

ZONING

Existing	GB - General Business
Proposed, if applicable	

RESIDENTIAL, IF APPLICABLE

Existing Number of Residential Units	0
Proposed Number of Residential Units	28
Subdivision, Proposed Number of Lots	1

PARKING SPACES

Existing Number of Parking Spaces	34 (incl. 2 ADA)
Proposed Number of Parking Spaces	34 (incl. 2 ADA)
Proposed Total Parking Spaces	34 (incl. 2 ADA)

ESTIMATED COST OF PROJECT: $10,000.

DELEGATED REVIEW AUTHORITY CHECKLIST

SITE LOCATION OF DEVELOPMENT AND STORMWATER MANAGEMENT

Existing Impervious Area	27,953	sq. ft.
Proposed Disturbed Area	0	sq. ft.
Proposed Impervious Area	27,953	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 (Since July 1, 1997) 108.53 passenger car equivalents (PCE)

Total traffic estimated in the peak hour-proposed (Since July 1, 1997) 5.54 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

Min Lot Area	10,000 sf	/	2.96 acres
Street Frontage	100'	/	295.6' (existing)
Min Front Yard	25'	/	122'-8" (existing)
Min Rear Yard	35'	/	279'-3" (existing)
Min Side Yard	25'	/	36'-0" (existing)
Max. Building Height	45'	/	25' (existing)
Use Designation	Educational	/	Hospital treating addiction
Parking Requirement	1 space/ per unit	=	28 spaces
Total Parking:	28	/	34
Overlay zoning districts (if any):	None	/	/

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:** 07/07/26

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Development Review Checklist

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

PROJECT NAME: Recovery Connections of Maine- Housing rehabilitation
PROPOSED DEVELOPMENT ADDRESS: 220 Danville Corner Road
PARCEL #: 122-006

Required Information		*Check when Submitted*		*Additional Comments*
Site Plan: Sec. 60-1301		*Applicant*	*Staff*	
	Sec. 60-1301(1): Name and address of owner and developer	X		
	Sec. 60-1301(2): Names of development, scale and meridian arrow	X		
	Sec. 60-1301(3): Name and addresses of all owners of record of all adjacent property	X		
	Sec. 60-1301(4): Current zoning boundaries and 100-year floodplain boundaries	X		
	Sec. 60-1301(5): Easements; rights-of-way	X		
	Sec. 60-1301(6): Topographic map of the site	X		
	Sec. 60-1301(7): Location of watercourses, wetlands, marshes, surface water, rock outcroppings, wooded areas, etc.	X		
	Sec. 60-1301(8): Location of buildings existing on the tract to be developed	X		
	Sec. 60-1301(9): Locations of water mains, sewer mains, wells, fire hydrants, culverts, drains, pipe sizes, grads and direction	X		
	Sec. 60-1301(10): Existing soil conditions and soil suitability test results	N/A		
	Sec. 60-1301(11): Location of proposed buildings	X		
	Sec. 60-1301(12): Proposed traffic circulation system	X		
	Sec. 60-1301(13): Location of existing and proposed public utility lines	X		

	Sec. 60-1301(14): Site developments requiring stormwater permits required plan	N/A		
	Sec. 60-1301(15): Location and design of proposed off-street parking and loading areas	X		
	Sec. 60-1301(16): Proposed location and direction of outdoor lighting	X		
	Sec. 60-1301(17): Existing and proposed planting, fences and walls, including landscaping and screening	X		
	Sec. 60-1301(18): Location, size, design and manner of illumination of signs	N/A		
	Sec. 60-1301(19): Disposal of sewage, trash, solid waste	X		
	Sec. 60-1301(20): Perimeter boundaries of the site with bearings, distances and radii of curves including the name and seal of the registered land surveyor who prepared the plan	X		
	Sec. 60-1301(21): Description and plan of capacity and location of means of sewage disposal	X		
	Sec. 60-1301(22): A statement of the amount of area of land involved in the site	X		
	Sec. 60-1301(23): Description and plan of a phase development concept	N/A		
	Sec. 60-1301(24): Demonstration of financial capacity	N/A		

Required Information		*Check when Submitted*		*Additional Comments*
Stormwater & Erosion Control Plan: Sec. 46-209		*Applicant*	*Staff*	
	Sec. 46-209(a)(1): Erosion and sedimentation control plan	N/A		
	Sec. 46-209(a)(3) a.: A stormwater management plan for 24-hour, 2, 10 and 25-year frequencies	N/A		
	Sec. 46-209(a)(3) b.: Stormwater quality	N/A		
	Sec. 46-209(b)(1) a.: Location map with the boundaries of development	N/A		
	Sec. 46-209(b)(1) b.: USGS topographic map	X		
	Sec. 46-209(b)(1) c.: A topographic map for the project showing predevelopment contours, post development contours, etc.	N/A		
	Sec. 46-209(b)(1) d.: SCS medium intensity soils map	N/A		
	Sec. 46-209(b)(1) e.: A high intensity soil survey	N/A		
	Sec. 46-209(b)(2) a.: Description of the development	N/A		
	Sec. 46-209(b)(2) b.: Description of stormwater handling	N/A		
	Sec. 46-209(b)(2) c.: Description of erosion and sedimentation control	N/A		
	Sec. 46-209(b)(2) d.: Schedule of construction	N/A		
	Sec. 46-209(b)(2) e.: A description of inspection and maintenance for sediment and erosion control measures	N/A		
	Sec. 46-209(b)(3) a.: Detailed drawings of any structural practices used	N/A		
	Sec. 46-209(b)(3) b.: Calculations for stormwater management practices	N/A		
	Sec. 46-209(b)(3) c.: Calculations for sediment and erosion control practices	N/A		

Required Information		*Check when Submitted*		*Additional Comments*
Traffic Impact Analysis: Sec. 46-215		*Applicant*	*Staff*	
	Sec. 46-235(a)(1) a.: Exact physical location of the proposed development	X		
	Sec. 46-235(a)(1) b.: Physical characteristics	X		
	Sec. 46-235(a)(1) c.: Existing land uses	X		
	Sec. 46-235(a)(1) d.: Land uses of adjacent property	N/A		
	Sec 46-235(a)(2): Proposed land use	X		
	Sec. 46-235(b)(1) a.: Current and proposed street network	X		
	Sec. 46-235(b)(1) b.: Geometrics and characteristics	X		
	Sec. 46-235(b)(1) c.: Intersection traffic control	N/A		
	Sec. 46-235(b)(1) d.: Signal timing and system operation at signalized intersections	N/A		
	Sec. 46-235(b)(1) e.: Existing or proposed intersection and development access points and configurations	N/A		
	Sec. 46-235(b)(1) f.: Existing and proposed rights-of-way	X		
	Sec. 46-235(b)(1) g.: Available hourly traffic counts	X		
	Sec. 46-235(b)(1) h.: Peak period turning movements at critical intersections	N/A		
	Sec. 46-235(b)(1) i.: Accident information	N/A		
	Sec. 46-235(b)(1) j.: Transit routes/headways	N/A		
	Sec. 46-235(b)(1) k.: Transit stops/station locations	N/A		
	Sec. 46-235(b)(2) a.: Comprehensive transportation plan	N/A		
	Sec. 46-235(b)(2) b.: Future improvements	N/A		
	Sec. 46-236: Traffic Movement Permit	N/A		

PLATZ ASSOCIATES
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Construction Managers
www.platzassociates.com

Two Great Falls Plaza
Auburn, Maine 04210
tel (207) 784 2941
fax (207) 784 3856

James A. Platz, P.E.
Thomas H. Platz, AIA

October 2, 2026

DeCarlo Brown
Director of Planning, City of Auburn
60 Court Street
Auburn, ME 04210
dabrown@auburnmaine.gov

RE: Site Permit Application- Additional Materials- Recovery Connections of Maine,
A Hospital Treating Addiction,
220 Danville Corner Rd.

Dear DeCarlo,

The general goal of this memorandum is to describe the additional materials provided in response to information requests by City staff and the Planning Board at the recent small-project Site Plan review, and to support a future building permit and occupancy permit applications for the proposed hospital treating addiction with the City of Auburn.

Staff request: Provide a note to the site plan identifying the existing well as not in use. Indicate the existing domestic water line on the Site Plan.

The Site Plan has been adjusted to indicate the existing water line to remain off Danville Corner Road and a note has been added to identify the existing well as not in use.

Staff request: Provide an authorization letter from the tenant organization identifying Jeremy Hiltz as the designated representative for the organization for this Project.

An authorization letter from Recovery Connections of Maine identifying Jeremy Hiltz as the designated representative for the organization for this Project is included as an attachment.

Staff request: Provide contractor pricing for sewer line connection and financial statement for Owner to address the sewer line costs.

The proposed Sewer line was priced by sitework contractor Youland Construction and is presented as an attachment to this message. Tim Millett has provided a financial statement from Maine Community Bank in regards to the financial capacity to perform the work.

I hope this is helpful information and I am happy to answer questions about it. Please don't hesitate to call with any questions or comments.

Sincerely,



Travis Nadeau, LEED AP BD+C
Maine Licensed Architect

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www.platzassociates.com

Two Great Falls Plaza
Auburn, Maine 04210
tel (207) 784 2941
fax (207) 784 3856

James A. Platz, P.E.
Thomas H. Platz, AIA

July 7, 2026 (updated 08/21/26)

DeCarlo Brown
Director of Planning, City of Auburn
60 Court Street
Auburn, ME 04210
dabrown@auburnmaine.gov

RE: Site Permit Application- Recovery Connections of Maine, A Hospital Treating Addiction
220 Danville Corner Rd.

Dear DeCarlo,

The general goal of this memorandum is to provide enough of a scope to demonstrate compliance with applicable site plan review standards of the General Business (GB) District for Planning Board small-project approval, and to support a future building permit and occupancy permit applications for the proposed hospital treating addiction with the City of Auburn. Updated responses will be underlined.

The Project is a proposed reuse of an existing 9,760 sf building, formerly housing educational services for Spurwink, for a hospital facility treating addiction with up to 28 beds for adult addiction recovery. The building will include staff offices, living rooms, a kitchen and dining area, and private rooms for tele-med services for the residents. Exterior improvements include a fenced dumpster enclosure and updated parking area markings. The sitework includes the existing driveway entrance and parking area, which will be retained as-is, and a new 4" sewer line connection to Danville Corner Road.

Pursuant to the criteria established in Article XVI Special Exceptions Section 60-1336 of the Zoning Ordinance, the applicant offers the following information:

(a) 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.

The proposed hospital use does not have any specific requirements set forth in the zoning ordinance.

(2) That the special exception sought will neither create nor aggravate a traffic hazard, a fire hazard or any other safety hazard.

The proposed hospital use has a much lower traffic impact than the previous educational use, taking the peak hour traffic counts from 108.53 when the building was used for an educational use by Spurwink, to 5.54 peak hour traffic. The building will be attended by program staff 24 hours a day, 7 days a week, which provides additional oversight of potential fire or safety hazards developing in the building or on the site.

(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.

The special exception being sought with this project does not impact the master development plan for highway circulation or land acquisition, as the traffic impacts are reduced from the previously-permitted use, and the proposed hospital use does not preclude any other uses from occurring within the vicinity, like a substance abuse clinic or child daycare would impose.

(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.

The proposed development does not affect the existing building, or the character and disposition of the site access and parking area. With no adjustments proposed to the building footprint or exterior detailing, the proposed hospital use will not depreciate the property values in the neighborhood.

(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.

All building and site development for the proposed project is to retain the existing as-is condition, with the same previously-permitted building location, size, and power & water utility connections. A new 4" sewer service is proposed to connect to the Danville Corner Road main, which will be extended to the site. Attached is an "ability to serve" letter from the Auburn Water & Sewer District.

(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.

This requirement is not applicable, as there are no adjustments proposed to use of the development that would require additional standards be applied to the building or site.

(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.

This requirement is not applicable, as there are no adjustments proposed to this change of use to the building or site development that would disrupt the City's master development plan.

(b) As part of the granting or the denial of any such petition for a special exception, the board shall show by written statements filed in its records of such application and by a statement in the minutes of the board how

the special exception sought fulfills the foregoing conditions. An applicant may request the board to make a statement as to how the special exception may be granted without danger to health and safety and without substantially derogating from the essential intents and purposes of the zoning ordinance or of the city master development plan.

As a change-of-use with reductions in the traffic and utility impacts from the previous occupancy, the proposed project does not endanger the health and safety of the neighborhood or negatively impact the City's master development plan.

(c) Approval of a special exception may be made subject to such conditions, modifications and restrictions on the proposed land use as the planning board may deem necessary to carry out the foregoing objectives and conditions. Any development of the land uses allowed by special exception shall be carried out only in conformity to such conditions, modifications and restrictions in addition to those that may be called for by an approved site plan for the same site and shall be enforced by the municipal officer charged with enforcement in the same manner as specified for approved site plans. Any change, addition or enlargement of a use allowed by special exception shall require approval of the planning board in the same manner as specified for the original special exception.

The Owner is open to any conditions of approval that the Board might impose to enshrine the long-term viability and successful integration of this proposed development within the community.

Pursuant to the criteria established in Article XVI Division 2 Section 60-1301 of the Zoning Ordinance, the applicant offers the following information:

(1) Name and address of owner and developer and interest of the applicant if other than the owner or developer.

The Project is being developed by the Owner, South Grove LLC c/o Tim Millett, with an address of 155 Center Street, Building G, Auburn, ME 04210. Travis R. Nadeau, AIA, LEED AP BD+C of Platz Associates has been hired for architectural design services and to prepare the Site Plan Review materials as the Applicant on behalf of South Grove LLC and the tenant, Recovery Connections of Maine.

(2) Name of development, scale and meridian arrow, with specific definition of representation, date of plan and legend.

The attached Site Plan, prepared at 1"=20' scale and dated 05/30/26, indicates the name of the Project (Recovery Connections of Maine) and provides a meridian arrow and symbols legend.

(3) Names and addresses of all owners of record of all adjacent property as appear on assessor's records.

The abutters to the subject property include:

1. 180 Danville Corner Rd. (Map & Lot: 1-248)
   DELISH, LLC
   155 Center Street, Auburn, ME 04210
2. 603 Old Danville Road (Map & Lot: 1-248)
   Daniel J. St Hilliare
   603 Old Danville Road, Auburn, ME 04210

3. 647 Old Danville Road (Map & Lot: 1-248A)
   Alexander E. Munroe & Heidi Campbell
   18 Swett Ave., Auburn, ME 04210

4. 625 Old Danville Road (Map & Lot: 1-249)
   Lisa M. Dorrington
   625 Old Danville Road, Auburn, ME 04210

(4) Current zoning boundaries and 100-year floodplain boundaries including surrounding areas to a distance of 300 feet from the perimeter of the site.

The Project site is within the General Business (GB) District as indicated on the Site Plan.

(5) Easements; rights-of-way, existing, planned or proposed; or other reservations adjacent to or intersecting the property.

Not applicable to the project site, as there are no known easements or rights-of-way adjacent to or intersecting the property.

(6) Topographic map of the site, containing the following:

a. Existing contours, where the slope of existing ground surface is generally two percent or more, the topographic map shall show contours at intervals of five feet of elevation (or lesser intervals as the planning board or engineering department may prescribe). Where the slope of the existing ground surface is generally less than two percent, contour intervals of one foot shall be shown. These contours shall not be copied from the city topographic maps and shall be determined from an on-site survey certified by a registered land surveyor.

b. Proposed contours shall be shown at intervals to be determined by the city engineer.

The existing site grading, shown at 2' interval elevations, are indicated on the attached Site Plan.

(7) Location of watercourses, wetlands, marshes, surface water, rock outcroppings, wooded areas, single trees with a diameter of ten inches measured three feet from the base of the trunk.

There are no wetlands near the project area, but the existing wooded areas have been designated on the Site Plan.

(8) Location of buildings existing on the tract to be developed and on adjacent tracts within a distance of 100 feet from the property line, indicating whether existing buildings on the tract are to be retained, modified or removed.

The Project is a proposed reuse of an existing 9,760 sf building along Danville Corner Road, the only primary building on the site.

(9) Locations of water mains, sewer mains, wells, fire hydrants, culverts, drains, pipe sizes, grades and direction of flow, existing within 200 feet of the subject property.

The existing site utilities are shown on the site plan, with the existing water & power lines to be retained and no adjustments or extensions of services or structures proposed. The site grading is indicated on the attached site plan. A new 4" sewer service is proposed to connect to the Danville Corner Road main, which will be

extended to the site. Attached is an "ability to serve" letter from the Auburn Water & Sewer District.

(10) Existing soil conditions and soil suitability test results.

There are no new proposed structures~ not applicable.

(11) Locations of proposed buildings and uses thereof.

There are no proposed new buildings~ not applicable.

(12) Proposed traffic circulation system including streets, parking lots, driveways and other access and egress facilities, curblines, sidewalk lines and existing streets, including the projected traffic flow patterns into and upon the site for both vehicles and pedestrians and an estimate of the projected number of motor vehicle trips to and from the site for an average day and for peak hours.

The Project proposes to retain the existing off-street parking field as-is. The driveway entrance to the parking area will also remain as-is. The sight lines for traffic entering and existing the site are approximately 200' to the Southeast and in excess of 400'-0" in the Northwest direction, providing for safe vehicular travel to and from the site. There is no public sidewalk system along Danville Corner Road so there are not any sidewalk connections proposed to the right-of-way. An entrance walkway is provided separate from the parking area for safe pedestrian access to the building.

The anticipated peak hour traffic volume is expected to be 5.54 trips according to the Institute of Transportation Engineers common trip generation rates (pm peak hour) (Trip Generation Manual, 10th edition). The parking requirements are derived from the Institute of Transportation Engineers (Parking Generation Manual, 5th edition) with the use factor for Assisted Living is 0.54 parking spaces per bed, for a total of 16 spaces. The proposed parking field of 34 spaces provides adequate parking to accommodate the hospital use, with additional capacity for peak staffing periods and special events.

(13) Location of existing and proposed public utility lines, indicating whether proposed lines will be placed underground.

The existing site utilities have been shown on the site plan, with the existing water & power lines to be retained and no adjustments to service size of any utility proposed. A new 4" sewer service is proposed to connect to the Danville Corner Road main, which will be extended to the site. Attached is an "ability to serve" letter from the Auburn Water & Sewer District.

(14) Site developments requiring stormwater permits pursuant to 38 M.R.S.A. § 420-D shall include the required plan and to the extent permitted under 38 M.R.S.A. § 489-A, be reviewed under the procedures of article XVI of this chapter; and they shall meet and comply with 38 M.R.S.A. § 484(4-A) and those Rules promulgated by the Maine Department of Environmental Protection pursuant to the Site Law and section 420-D, specifically Rules 500, 501 and 502, as last amended August 12, 2015. If a project proposes infiltration and the standards in Rule 500, appendix D are not met, then a waste discharge license may be required from the Maine Department of Environmental Protection. An infiltration system serving a development regulated under the Site Location of Development Act may be required to meet standards in addition to those in appendix D.

The Project does not alter any existing storm water runoff conditions. The existing impervious area is 27,953 SF and the post-construction impervious area: 27,953 sf.

(15) Location and design of proposed off-street parking and loading areas indicating number and size of stalls.

Parking for the project will be in the existing parking area, which provides 34 parking spaces, including 2 ADA spaces. As indicated on the Site Plan, the standard parking stalls are 9'-0" wide by 18'-0" deep and the ADA parking stalls are 8'-0" wide by 18'-0" deep with an adjacent 8'-0" access area.

(16) Proposed location and direction of and time of use of outdoor lighting.

The project will retain the existing exterior lighting as-is, with no additional fixtures proposed. The lighting will be reduced after business hours to security-level lighting at the building entrance.

(17) Existing and proposed planting, fences and walls, including all landscaping and screening and indicating existing trees to be retained and areas to be left undisturbed, including design features intended to integrate the proposed new development into the existing landscape to enhance aesthetic assets and to screen objectionable features from neighbors.

The existing trees have been identified on the Site Plan and will remain as-is.

(18) Location, size, design and manner of illumination of signs.

No pylon sign is proposed for the Project.

(19) Disposal of sewage, trash, solid waste, oil waste, hazardous waste or radioactive waste showing disposal facilities, receptacles or areas.

A 12-yard dumpster is proposed for the project and will provide ample capacity for the low-volume of waste disposal forecasted for the business. Located at the rear of the site and screened by a 7'-0" tall solid fence enclosure with gates, the dumpster will have weekly trash pickup that may be increased to twice weekly should waste removal needs warrant. There is no hazardous materials storage proposed as part of the Project.

(20) Perimeter boundaries of the site giving complete descriptive lot data by bearings, distances and radii of curves including the name and seal of the registered land surveyor who prepared the plan.

The property line descriptions have been provided on the Site Plan, and were established per the City of Auburn GIS website and survey information provided by Titcomb Associates (dated June 13, 1988).

(21) Description and plan of capacity and location of means of sewage disposal together with approval of sewer district engineer or evidence of soil suitability for such disposal (test pit locations shall be shown on the plans) similarly approved by the city engineer department.

A new 4" sewer service is proposed to connect to the Danville Corner Road main, which will be extended to the site. Attached is an "ability to serve" letter from the Auburn Water & Sewer District.

(22) A statement of the amount of area of land involved in the site, the percentage of the site proposed to be covered by buildings, the total number of dwelling units proposed per acre, the area proposed to be devoted to open space, the area proposed to be paved for parking, driveways, loading space and sidewalks, the total number of parking spaces required by the zoning chapter for the uses proposed, the number of employees expected per shift and the total floor area of proposed commercial or industrial uses.

The site area is 2.96 acres (128,938 sf) with the existing building coverage at 5,720 sf for a percentage of 8%. The proposed paved area is 22,233 sf. The open space totals 100,985 sf at 78% of the total site area. The parking requirements are derived from the Institute of Transportation Engineers (Parking Generation Manual, 5th edition) with the use factor for Hospitals at 0.54 parking spaces per bed, for a total of 16 spaces. The proposed parking field of 34 spaces provides adequate parking to accommodate the residential tenant use, with additional capacity for peak staffing periods and special events.

(23) Description and plan of a phase development concept detailing the areas and sequence of phasing.

The Project does not anticipate any phased development.

(24) A statement by the developer assuring that he has the financial capabilities to fully carry out the project and to comply with the conditions imposed by the planning board.

The Developer, Tim Millett, has a long track-record of successful development projects throughout the City, including three projects currently in the City of Auburn development review and building permitting process. Additional financial statements from the Owner will be submitted upon request. Attached is a statement from the financial institution representing the tenant, and additional financial information will be submitted upon request.

I hope this is helpful information and I am happy to answer questions about it. Please don't hesitate to call with any questions or comments.

Sincerely,



Travis Nadeau, LEED AP BD+C
Maine Licensed Architect

Enclosures:
Development Review Application
Site Plan Sheet C100
First Floor Plan Sheet A100
Second Floor Plan Sheet A101
Deed
Auburn Water & Sewer Ability to Serve letter
Financial Statement- tenant

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www.platzassociates.com

Two Great Falls Plaza
Auburn, Maine 04210
tel (207) 784 2941
fax (207) 784 3856

James A. Platz, P.E.
Thomas H. Platz, AIA

September 4, 2026

DeCarlo Brown
Director of Planning, City of Auburn
60 Court Street
Auburn, ME 04210
dabrown@auburnmaine.gov

RE: Site Permit Application- Recovery Connections of Maine, A Hospital Treating Addiction
220 Danville Corner Rd.

Dear DeCarlo,

The general goal of this memorandum is to describe the medical services as requested by City staff through the small-project Site Plan approval, and to support a future building permit and occupancy permit applications for the proposed hospital treating addiction with the City of Auburn. The Project is a proposed reuse of an existing 9,760 sf building, formerly housing educational services for Spurwink, for a hospital facility treating addiction with up to 28 beds for adult addiction recovery. The building will include staff offices, living rooms, a kitchen and dining area, and private rooms for tele-med services for the residents.

Staff request: information on the type medical treatment provided, number of medical staff present, and length of residency for patients.

The proposed tenant is offering adult substance abuse treatment. It is a ASAM 3.5 residential facility and the resident program is 45 days in duration. Staffing includes; 4 staff members on from 8 am to 4 pm, 2 staff members 4 pm to 12 am, 2 staff members 12 am to 8 am. There is a medical director, on call nursing, LCSW and LADC during the first shift.

I hope this is helpful information and I am happy to answer questions about it. Please don't hesitate to call with any questions or comments.

Sincerely,

Travis Nadeau, LEED AP BD+C
Maine Licensed Architect

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Two Great Falls Plaza
Auburn, Maine 04210
tel (207) 784 2941
fax (207) 784 3856

James A. Platz, P.E.
Thomas H. Platz, AIA

August 3, 2026

Kris Bennett
City Engineer- City of Auburn, Maine
60 Court Street
Auburn, ME 04210
kbennett@auburnmaine.gov

RE: Site Permit Application- Recovery Connections of Maine, A Hospital Treating Addiction
220 Danville Corner Rd.

Dear Kris,

The general goal of this memorandum is to request a waiver for the traffic impact analysis (Sec. 46-233) of the Planning Board small-project Site Plan approval, and to support a future building permit and occupancy permit applications for the proposed hospital treating addiction with the City of Auburn. The Project is a proposed reuse of an existing 9,760 sf building, formerly housing educational services for Spurwink, for a hospital facility treating addiction with up to 28 beds for adult addiction recovery. The building will include staff offices, living rooms, a kitchen and dining area, and private rooms for tele-med services for the residents.

Pursuant to the criteria established in Section 46-233 of the Auburn Code of Ordinances, the applicant seeks a waiver letter from the City for the traffic impact analysis in Section 46-233 as the occupancy of the building is reducing from the previous use, the existing features are proposed to remain as-is, and the impact forecasted will be negligible.

In support of this request, there is no additional floor area proposed for the Project, and the occupancy of the building is transitioning from an educational use, with an occupancy factor of 20-50 net sf per person, to an institutional/hospital use with a 100-240 net sf per person, which is a resulting capacity reduction of 80% per 2021 IBC and 2018 NFPA 101. The Project proposes to retain the existing off-street parking field as-is. The driveway entrance to the parking area will also remain as-is. The sight lines for traffic entering and existing the site are approximately 200’ to the Southeast and in excess of 400’-0” in the Northwest direction, providing for safe vehicular travel to and from the site. There is no public sidewalk system along Danville Corner Road so there are not any sidewalk connections proposed to the right-of-way. An entrance walkway is provided separate from the parking area for safe pedestrian access to the building.

The applicant noted in the submitted materials that the anticipated peak hour traffic volume is expected to be 5.54 trips according to the Institute of Transportation Engineers common trip generation rates (pm peak hour) (Trip Generation Manual, 10th edition). The parking requirements were derived from the Institute of Transportation Engineers (Parking Generation Manual, 5th edition) with the use factor for Assisted Living is 0.54 parking spaces per bed, for a total of 16 spaces. The proposed parking field of 34 spaces provides adequate parking to accommodate the hospital use, with additional capacity for peak staffing periods and special events.

I hope this is helpful information and I am happy to answer questions about it. Please don't hesitate to call with any questions or comments.

Sincerely,



Travis Nadeau, LEED AP BD+C
Maine Licensed Architect

Outlook

RE: [External]Fw: [External]Re: [External]Re: 220 Danville - proposed sewer expansion

From Kristopher Bennett <kbennett@auburnmaine.gov>
Date Thu 9/3/2026 12:27 PM
To Travis Nadeau <tnadeau@platzassociates.com>
Cc Timothy Millett <tamillett@gmail.com>; Samantha Peikes <speikes@auburnmaine.gov>

Travis,

Your memo is accepted and waiver granted for the 220 Danville project.

Thank you,

Kris Bennett, PE
City Engineer, City of Auburn
60 Court Street | Auburn, Maine 04210 | 207.333.6601 X1134

The City of Auburn is subject to statutes relating to public records.
E-mail sent or received by City employees are subject to these laws.
Senders and receivers of City e-mail should presume that messages are subject to release.

From: Travis Nadeau <tnadeau@platzassociates.com>
Sent: Thursday, September 3, 2026 10:19 AM
To: Kristopher Bennett <kbennett@auburnmaine.gov>
Cc: Timothy Millett <tamillett@gmail.com>
Subject: [External]Fw: [External]Re: [External]Re: 220 Danville - proposed sewer expansion

You don't often get email from tnadeau@platzassociates.com. Learn why this is important

Hi Kris-
Please see the attached traffic engineering waiver sought for the 220 Danville Corner Project for Tim Millett. Please don't hesitate to call with any questions or comments!
Thanks-
Travis

Travis Nadeau, AIA, LEED AP BD+C
Maine Licensed Architect

Platz Associates
Two Great Falls Plaza
Auburn, Maine 04210
(p) 207.784.2941
(f) 207.784.3856
tnadeau@platzassociates.com

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Construction Managers
www.platzassociates.com

Two Great Falls Plaza
Auburn, Maine 04210
tel (207) 784 2941
fax (207) 784 3856

James A. Platz, P.E.
Thomas H. Platz, AIA

August 22, 2026

Kris Bennett
City Engineer- City of Auburn, Maine
60 Court Street
Auburn, ME 04210
kbennett@auburnmaine.gov

RE: Site Permit Application- Water Usage and Ability to Serve Request-
Recovery Connections of Maine, A Hospital Treating Addiction, 220 Danville Corner Rd.

Dear Kris,

The general goal of this memorandum is to provide enough of a scope to demonstrate compliance with applicable site plan review standards of the General Business (GB) District for Planning Board small-project approval, and to support a future building permit and occupancy permit applications for the proposed hospital treating addiction with the City of Auburn.

The Project is a proposed reuse of an existing 9,760 sf building, formerly housing educational services for Spurwink, for a hospital facility treating addiction with up to 28 beds for adult addiction recovery. The building will include staff offices, living rooms, a kitchen and dining area, and private rooms for tele-med services for the residents.

Pursuant to Criteria B established in Article XII Division 5 Section 60-897 of the Zoning Ordinance, the applicant seeks an ability to serve letter from the City for the existing public water service that is proposed to remain as-is. In support of this request, there is no additional floor area proposed for the Project, nor any additional sinks or other water-using fixtures. The occupancy of the building is transitioning from an educational use, with an occupancy factor of 20-50 net sf per person, to an institutional/hospital use with a 100-240 net sf per person, which is a resulting capacity reduction of 80%.

The building has seven bathroom lavatories, seven bathroom toilets, seven bathroom showers, four kitchen sinks, and four laundry washers. Using the Water Supply Fixture Units (WSFU) for these plumbing fixtures calculated using the 2021 Maine State Plumbing Code (2021 Uniform Plumbing Code) requirements, the existing building fixtures total 70 Water Supply Fixture Units (WSFU) consisting of; seven lavatories (7 WSFUs), four kitchen sinks (6 WSFUs), seven toilets

(17 WSFUs), seven bathroom showers (24 WSFUs), and four laundry washing machines (16 WSFUs).

I hope this is helpful information and I am happy to answer questions about it. Please don't hesitate to call with any questions or comments.

Sincerely,



Travis Nadeau, LEED AP BD+C
Maine Licensed Architect

Enclosures:
First Floor Plan Sheet A100
Second Floor Plan Sheet A101

Auburn Water and Sewerage Districts
268 Court Street · Auburn, ME 04210
PO Box 414 · Auburn, ME 04212-0414
Tel: (207) 784-6469 · https://www.awsd.org

September 23, 2026

Tim Millett
220 Danville Corner Road
Auburn, Maine

Subject: Capacity to provide water and sewer service for proposed care facility at 220 Danville Corner Road

Dear Mr. Millett,

This memorandum serves is in response to your request to connect to the Auburn Water & Sewer District's sewer system in the vicinity of 220 Danville Corner Road. As you know, this facility is already connected to our water system. Based on projected water usage for the proposed 28-bed care facility, the District has determined that we have sufficient capacity to serve the sewer needs of this property.

Connection will require an extension of the District's sewer main and/or installation of a sewer service sufficient to reach the existing sewer infrastructure.

Please reach out to Eddie Williams or myself to schedule an inspection of the sewer connection once you know the timing of the proposed construction.



Michael Abbott, P.E., C.G., MPH
District Engineering & Assistant Superintendent
Auburn Water and Sewerage Districts

Docusign Envelope ID: 09AF786B-1474-4F24-8A08-31C566EF2350

COMMERCIAL NET LEASE AGREEMENT

THIS LEASE made as of this day 4/13/2026, by and between **South Grove Lodge, LLC,** a Maine limited liability company (hereinafter referred to as "Landlord"), and **Recovery Connections of Maine, LLC,** a Maine limited liability company (hereinafter referred to as "Tenant"),

RECITALS:

A. Landlord is the Purchaser of certain real property and improvements situated at 220 Danville Corner Road, Auburn, ME 04210 (the "Property"), as depicted on Exhibit A-1 attached hereto. The Property is a 2.96±AC lot improved with a two-story building (the "Building") deemed to have a floor area of 8,548± rentable square feet.

B. Landlord wishes to lease to Tenant and Tenant wishes to lease from Landlord the entire building (collectively, the "Premises" or "Leased Premises"), as depicted on Exhibit A-2 attached hereto.

AGREEMENT:

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Leased Premises.

(a) **Description.** Landlord hereby leases to Tenant and Tenant hereby leases from Landlord the Leased Premises. Tenant shall also have the nonexclusive right to use, in common with Landlord and others, the roadways, walkways, parking spaces, ADA ramps, and other common areas at the Property made available by Landlord for use by all the occupants (if more than one occupant) of the Property, and any easements or appurtenances associated with the Property, necessary for access to and use of the Leased Premises (collectively, the "Common Areas"), all subject to such rules and regulations as Landlord may establish from time to time with respect to such roadways, walkways, parking spaces, and other common areas.

(b) **Parking.** Tenant shall have the non-exclusive use on a first come first served basis of non-designated parking spaces in the parking area.

(c) **Condition.** With the exception of the Landlord's Work, if any, and as defined below, and except as expressly set forth in this Lease, all Leased Premises systems will be tested and in good working order prior to Tenant occupancy, otherwise the Premises are being leased in their current condition, "As Is", "Where Is" with all faults and without warranty or representation by Landlord of any kind, either express or implied. Subject to the terms of this Lease, Tenant hereby accepts the Leased Premises in such condition and subject to all applicable recorded matters, laws, ordinances, and governmental regulations and orders as may affect the Property, Building, Leased Premises and/or Tenant's use thereof. Tenant acknowledges that, except as expressly stated herein, neither Landlord nor any agent of Landlord has made any representation as to the condition of the Leased Premises or the suitability of the Leased Premises for Tenant's intended use. Tenant represents and warrants that Tenant has made its own inspection of and inquiry regarding the Leased Premises and is not relying on any representations of Landlord, Landlord's agents or any broker with respect thereto, except as expressly set forth herein.

2. Term.

The term of this Lease (the "Term") shall be for a period of Sixty (60) months, commencing upon waiver or expiration of Paragraph 45 of the Lease, Tenant Licensing Contingency (the "Commencement Date"), unless earlier terminated or extended as set forth herein. For purposes of this Lease, the "Term" includes the 60-month period described in the previous sentence and any properly exercised Option Term.

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3. Term Renewal Option(s).

(a) Tenant shall have the option to renew this Lease for up to two (2) additional terms: (i) one (1) renewal term of two (2) years, and (ii) one (1) renewal term of five (5) years (collectively, the "Renewal Terms"). Each Renewal Term shall be exercised separately.

(b) Tenant must provide Landlord with written notice of its intent to exercise a renewal option no later than one hundred twenty (120) days prior to the expiration of the then-current Lease term. Failure to provide timely written notice shall result in the automatic termination of the applicable renewal option.

(c) Each Renewal Term shall be on the same terms, covenants, and conditions as set forth in this Lease, except for the Base Rent. The Base Rent for each Renewal Term shall be adjusted to reflect the then-current fair market rental value of the Premises, as determined in good faith, but in no event shall the Base Rent be less than the rent payable during the immediately preceding Lease term.

(d) If the parties are unable to agree upon the fair market rental value within thirty (30) days after Tenant's notice of renewal, the rent shall be determined by an independent, qualified real estate appraiser mutually selected by the parties. If the parties cannot agree on a single appraiser, each party shall select one appraiser, and the two appraisers shall jointly select a third appraiser, whose determination shall be final and binding. The cost of such appraisal shall be shared equally by Landlord and Tenant.\

4. Rent.

(a) **Base Rent.** Commencing on the Commencement Date and continuing thereafter during the Term, Tenant covenants and agrees to pay to Landlord, without offset or deduction, except as otherwise expressly set forth herein, base rent (the "Base Rent") for the Leased Premises (prorated for any partial month) as follows:

PERIOD (Months)	BASE MONTHLY RATE	BASE TOTAL ANNUAL RENT	ESTIMATED MONTHLY CAM
1 - 12	[redacted]	[redacted]	[redacted]
13 - 24	[redacted]	[redacted]	[redacted]
15 - 36	[redacted]	[redacted]	[redacted]
37 - 48	[redacted]	[redacted]	[redacted]
49 - 60	[redacted]	[redacted]	[redacted]

(b) **Net Rent.** Commencing on the 13th Month of the lease and throughout the remainder of the Lease, it is the intention of the parties hereto that, except as otherwise expressly set forth herein, the rent payable hereunder shall be net to Landlord so that this Lease shall yield to Landlord the net annual rent specified herein during the Term, and that all other costs, expenses and obligations of every kind and nature whatsoever relating to the Leased Premises shall be paid by Tenant, except as otherwise expressly set forth herein.

(c) **Payment.** During the Term, Base Rent (the "Rental Payments") payable hereunder shall be payable to Landlord in equal monthly installments. The monthly installment of Rental Payments for the first full month and any partial month at the beginning of the Term shall be due and payable within 5 days following the Delivery Date. Thereafter, the monthly installments of Rental Payments shall be due and payable on the first (1st) day of each month during the Term. All Rental Payments shall be paid in advance, on the date specified above, without notice, setoff or deduction, except as otherwise expressly set forth herein, in lawful money of the United States of America at the address of Landlord as set forth in Section 36, or at such other place as Landlord may from time to time designate in writing.

(d) **First 12 Months.** Landlord agrees to waive and incur the cost of the first 12 months of NNN and CAM expenses otherwise due on the Commencement Date. This waiver is intended to apply to real property taxes, property insurance, and other Operating Expenses such as landscaping, sprinkler maintenance, elevator maintenance, generator maintenance, and other commercially reasonable NNN operating expenses, which shall be incurred by the Tenant after this period, and as further defined below. All utilities, such as but not limited to electricity and gas, kitchen equipment repairs and maintenance, internet/communications, plowing/sanding and security system/alarming shall be an exception and the Tenants responsibility upon Commencement Date.

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5. Operating Expenses.

(a) Commencing as of the 13th month anniversary of the Lease, and continuing thereafter during the Term, Tenant shall pay to Landlord, as additional rent hereunder its Pro-Rata Share (as defined in Subsection (b) below) of all commercially reasonable costs and expenses of operating, managing, maintaining and repairing the Property ("Operating Expenses") including but not be limited to: (i) salaries, wages, fringe benefits, payroll taxes and workmen's compensation insurance premiums related thereto of and for Landlord's employees engaged in the operation of the Property (but only to the extent such employees are engaged in the operation of the Property and not other properties or businesses of Landlord); (ii) common area maintenance, repair, cleaning, janitorial services and supplies, trash removal and window cleaning (exterior & interior); (iii) snow and ice removal from parking areas and access drives (it being understood that the Tenant is responsible for snow and ice removal from any steps leading into the Premises, access-ways, sidewalks and handicapped walk-ways immediately abutting the Premises, if any); (iv) trash removal; (v) insurance carried by Landlord with respect to the Property, including flood insurance; (vi) real estate taxes; (vii) municipal storm water assessments; (viii) landscaping and grounds care; (ix) security; (x) pest control; (xi) management fees equal to no more than 5% of Landlord's gross receivables from the Building, defined as Base Rent and Operating Expenses; (xii) repairs and maintenance of the Building (including the roof, roof membrane, air and plumbing vents, walls (including exterior brick and mortar joint repairs), foundation and all electrical, mechanical, plumbing, HVAC and other Building systems, but excluding those systems which exclusively serve other tenants' units in the Building, if any) and other improvements on the Property (including all structural and capital repairs, but not capital replacements); (xiii) expenses related to water, sewer, storm drainage and other utility service provided to the Property, including but not limited to, electricity, telephone, heating fuel, air conditioning and sprinkler (including for repairs and maintenance), to the extent such utilities are not separately metered to the Premises or other tenants at the Property; (xiv) parking lot and exterior lighting maintenance and repairs, including sweeping, striping, curbing, pothole repair, patching and sealing of the parking areas and sidewalks, and maintenance and repair of drainage systems and catch basins; (xv) service and supply contracts relating to services and supplies referred to hereinabove and relating in any way to the operation, management, maintenance or repair of the Property by Landlord; and (xvi) any other reasonable costs and expenses deemed necessary by Landlord, including reasonable fees and expenses related to tax abatement proceedings. Notwithstanding the foregoing, if Landlord separately meters or measures any utility used or consumed by Tenant, Tenant shall be responsible for the cost of such utility used or consumed by it; and in the event any such Operating Expenses are solely for the benefit of Tenant or the Premises (e.g. specific repairs or maintenance on an HVAC unit or other equipment serving only the Premises) then Tenant shall pay 100% thereof.

(b) Tenant's Pro-Rata Share is the product of the area of the Premises divided by the leasable area of the Building. At the time of signing of this Lease, Tenant's Pro-Rata Share is **100%.** Said Pro-Rata Share shall be apportioned for any fraction of a calendar year in which the Commencement Date falls or the Term of this Lease ends. Within a reasonable time after the completion of Landlord's Work, Landlord may, at its option and expense, or at Tenant's request and expense, cause Landlord's architect to measure and certify the square footage of the Premises. Rent is not based on the square footage of the Property.

(c) Operating Expenses shall be due and payable without notice, setoff or deduction, except as otherwise expressly set forth herein, in monthly installments, together with the monthly payments of the Base Rent, based on the annual budget provided by Landlord to Tenant. Landlord shall reconcile actual costs and expenses with the budget figures at least annually and make appropriate adjustments with Tenant. As part of such annual reconciliation, the Landlord shall provide Tenant with a detailed statement of actual costs and expenses after the end of each calendar year, which detailed statement shall be deemed accurate by Tenant unless Landlord receives written objection from Tenant within Sixty (60) days of receipt by Tenant of such statement.

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6. Late Fees.

If the payment of Base Rent, Operating Expenses or any other charges for which Tenant is responsible hereunder, is not received by Landlord within Seven (7) days of when due, then Landlord shall be entitled to, and Tenant shall pay to Landlord a late fee equal to Ten Percent (10%) of the late payment(s) due.

7. Security Deposit

Within Thirty (5) business days following the execution of this Lease, Tenant shall pay to Landlord a security deposit in the amount of Twenty Two Thousand Dollars ($22,000), which Eleven Thousand Dollars ($11,000) shall be shall be credited toward 1st months rent upon the Commencement Date (the "Deposit") as security for the full and faithful performance by Tenant of all of the terms, covenants, conditions and obligations under this Lease required to be paid, observed or performed by Tenant. Landlord may apply any portion of the Deposit for the payment of any payments of Base Rent, additional rent or other sums due to Landlord hereunder for which Tenant is in default beyond all applicable notice and cure periods, to discharge any liens which Tenant fails to discharge as required hereunder, and for any damages to the Property (excluding reasonable wear and tear) caused by Tenant's occupancy of the Premises or the acts or omissions of Tenant, its employees, servants, agents or invitees, but excluding any damages to the Property to the extent arising out of the gross negligence or willful misconduct of any Landlord Party or the breach of this Lease by Landlord beyond any applicable cure periods. Promptly following any application of the Deposit, Tenant shall pay to Landlord an amount needed to restore the Deposit to its original amount. Upon the expiration of this Lease and Tenant's vacating of the Premises, provided that the same are left in the condition as required under this Lease and provided Tenant is not then in default, Landlord shall return the Deposit without interest to Tenant less any amounts applied by Landlord pursuant to the terms hereof, within sixty (60) days.

8. Utilities.

Tenant shall make arrangements for, and shall pay when due all charges accruing during the Term of this Lease for: (a) all separately metered utilities, including but not limited to gas and electricity (as applicable); (b) cleaning and janitorial services for the interior of the Premises; (c) all trash removal services contracted for by Tenant for all wastes from the Premises (if any); and (d) any other services, contracted for by Tenant and supplied solely to Tenant at the Premises, and shall hold and save Landlord harmless from any such expense or liability connected therewith. If Tenant's Pro-Rata Share equals 100% of the Leased Premises, Tenant shall make arrangements for water and sewer service to the Premises. Otherwise, Landlord shall make arrangements for water and sewer service to the Premises and charge back to Tenant as part of the operating expenses associated with the Property or Building (as applicable), its Pro-Rata Share of all costs and expenses incurred in connection with supplying such utility services. In no event shall Landlord be responsible or liable to Tenant or anyone claiming under Tenant for failure or cessation of supply of any utilities unless such cessation is due to any grossly negligent or intentional acts or omissions of Landlord.

9. Taxes.

(a) As delineated in Section 4(a), Tenant shall pay to Landlord as part of the Operating Expenses, all real property taxes and other assessment and charges levied against or in respect of the Leased Premises, including any tax, fee, levy, assessment or charge, or any increase therein, imposed by reason of events occurring, or changes in applicable law taking effect, during the Lease Term.

(b) Tenant shall pay, as and when due, any and all personal property taxes, assessments, license taxes, sales and use taxes, employment taxes and other charges levied, assessed or imposed and which become payable during the Term upon Tenant's operations or upon the equipment, furniture, appliances or trade fixtures and other personal property of Tenant of any kind installed or located on the Leased Premises.

10. Use and Signage.

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(a) The Leased Premises shall be used by Tenant consistent with the terms and conditions of this Lease solely for treatment rehabilitation and living facility, and for no other purposes without the prior written consent of the Landlord, which written consent shall not be unreasonably withheld. Tenant shall use the Leased Premises in a careful, safe and proper manner and, notwithstanding the preceding sentence, shall not use or permit the Leased Premises to be used for any purposes prohibited by the laws of the United States or the State of Maine or the ordinances of the City of Auburn. Subject to the terms of this Lease, Tenant shall keep the Leased Premises in a neat and sanitary condition and shall not commit or permit any nuisance or waste on or in, or about the Leased Premises. Subject to the terms of this Lease, Tenant shall dispose of all debris, trash and waste in compliance with all applicable laws and regulations. In addition, if any applicable governmental laws, ordinances, codes or regulations require or if either of Landlord's or Tenant's insurance underwriters require that Tenant's use of the Premises requires any additional safety sprinklers or safety appliances be installed, Tenant shall promptly furnish and install such items at its sole cost and expense and otherwise in conformance with the terms of Section 11 below. Without limiting the foregoing, Tenant acknowledges that the operation or storage of motor vehicles within the Premises is an extra hazardous use and is therefore prohibited. Tenant shall pay all extra insurance premiums, which are related to Tenant's use and occupancy of the Premises.

(b) Except in connection with Landlord's Work, Tenant shall procure all licenses or permits required by its use of the Premises.

(c) Tenant shall not affix and maintain any signs upon the exterior walls of the Building without the express written consent of Landlord, which written consent shall not be unreasonably withheld or delayed. If Landlord gives such permission, Tenant shall be responsible, at its sole cost and expense, to obtain all necessary permits and approvals; any such signs shall be installed and maintained by Tenant at its sole cost and expense; and any such sign and installation shall comply with all laws, ordinances or regulations applicable thereto. Any permitted exterior signage rights shall be granted on a non-exclusive basis and all permitted signs shall be installed and maintained by Tenant in a good state of repair and full operating condition and in conformance with the terms of Section 11 below and shall at all times be in compliance with all applicable federal, state and local laws and ordinances and shall conform to any uniform sign policy that Landlord may establish in Landlord's commercially reasonable discretion with respect to the Property from time to time, all at Tenant's sole cost and expense. Tenant shall also remove all signage installed by Tenant, upon the expiration of the Term or earlier termination of this Lease and shall repair any damage resulting from such removal, at its sole cost and expense.

(d) Tenant shall not permit any employee, servant, agent, contractor or invitee of Tenant to violate the covenants or obligations of Tenant under this Lease.

11. <u>Compliance with Laws.</u>

(a) Tenant covenants and agrees that during the Term, it shall promptly comply with all present and future laws, ordinances, orders, rules, regulations and requirements of the federal, state and local governments or any of their departments, bureaus, boards, commissions and officials thereof with respect to the Leased Premises or the use or occupancy thereof, including without limitation, at Tenant's cost, except as otherwise expressly set forth herein, to alter, maintain or restore the Leased Premises in compliance with all laws relating to the condition, use or occupancy of the Leased Premises, whether said compliance shall be ordered or directed to or against Landlord or Tenant, or both, resulting from or necessary for Tenant's use or occupancy of the Premises.

(b) Tenant hereby represents and warrants to Landlord that its use and any alterations of the Premises during the Term shall comply with all applicable environmental laws and regulations, including permits, during its possession; and Tenant will not permit or cause the release of a "Hazardous Substance" (as defined below) in the Premises. Tenant does hereby agree to indemnify, defend and hold Landlord and its property management company, and all Landlord Parties harmless of, from, and against, all claims, actions, liens, demands, costs,

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expenses, fines, judgments, losses (including but not limited to loss of revenue and business), damages, causes of actions, suits, investigations, administrative hearings, or other claims resulting from, arising out of, or related to, Tenant's violation of this Subsection 11(b) (including reasonable legal fees and costs resulting from all of the above in this Subsection 11(b)). Landlord and Tenant acknowledge and agree if Tenant violates this Subsection 11(b), Landlord may either require Tenant to cure such violation at Tenant's expense or Landlord, upon thirty (30) days' advance written notice to Tenant specifying Tenant's failure in detail, may remedy such violation and upon the completion of Landlord's cure of such violation, Tenant shall reimburse Landlord in full the actual costs incurred by Landlord associated with such cure. In the event that Tenant is served with any notice regarding the release, or improper use of Hazardous Substances on or about the Premises, Tenant agrees to promptly provide Landlord with written notice thereof. The parties acknowledge and agree that for the purposes of this provision and the Lease the term "Hazardous Substance(s)" shall mean and include any substance which is or contains: (i) any "Hazardous Substance" as now or hereafter defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as now or hereafter amended (42 U.S.C. Section 9601 et seq.) ("CERCLA") or any regulations now or hereafter promulgated under CERCLA; (ii) any "Hazardous Waste" as now or hereafter defined in the Resource Conservation and Recovery Act of 1976, as now or hereafter amended (42 U.S.C. Section 6901 et seq.) ("RCRA") or any regulations now or hereafter promulgated under RCRA; (iii) any substance now or hereafter regulated by the Toxic Substances Control Act, as now or hereinafter amended (15 U.S.C. Section 2601 et seq.) ("TSCA"), or any regulations now or hereafter promulgated under TSCA; (iv) gasoline, diesel fuel, oil or other petroleum products or derivatives or fractions thereof; (v) asbestos or asbestos-containing materials in any form, whether friable or non-friable; (vi) polychlorinated biphenyls; (vii) radon gas; or (viii) any other substances, materials or wastes which are now or hereafter regulated or classified or considered to be mutagenic, carcinogenic, radioactive, hazardous or toxic under any existing or future applicable federal, state or local law, statute, court decision, common law, code, ordinance, order, rule or regulation relating to hazardous or toxic substances, materials or wastes or the protection of the environment or human health, including without limitation any substance the presence of which is on, in, under or in the vicinity of the Premises (A) requires reporting, investigation or remediation under applicable environmental laws or regulations, (B) causes or threatens to cause a nuisance on or to the Premises, or to any other property in the vicinity thereof, or poses or threatens to pose a hazard to the health or safety of persons on or in the vicinity of the Premises; or (C) which, if released, emanated or migrated from the Premises, could constitute a trespass.

12. <u>Alterations and Improvements.</u>

(a) Tenant acknowledges that, except as expressly set forth herein, it is leasing the Leased Premises "as is" and "where is" and that Landlord is not responsible for making any Tenant improvements or alterations, except for Landlord's Work and except as otherwise expressly set forth herein. Tenant shall have the right, at its expense, without Landlord's consent, from time to time to redecorate the Leased Premises and to make such nonstructural alterations and changes in the Premises as it shall deem expedient or necessary for its purposes, provided, however, that such alternations and changes shall not injure the safety of the structure of the Premises, nor diminish its value, and shall: (i) be done in a good and workmanlike manner and in compliance with all applicable laws, (ii) be of quality at least equal to the present construction, and (iii) be conducted at such times as Landlord may from time to time reasonably designate. Tenant shall not make any structural or exterior alterations or additions to the Premises unless on each occasion it shall have first obtained the prior consent thereto of Landlord in writing, which consent shall not be unreasonably withheld. Tenant shall not make any penetrations of the roof or exterior wall except for roof penetrations at a location approved by Landlord and performed by a contractor approved by Landlord. Landlord may require satisfactory evidence of available financing for any such alterations or additions. All such allowed alterations shall: (i) be made in accordance with complete plans and specifications prepared by Tenant and approved in advance by Landlord, (ii) be performed in a good and workmanlike manner and in compliance with all applicable laws, (iii) be of quality at least equal to the present construction, and (iv) be made at Tenant's sole cost and expense and at such times as Landlord may from time to time reasonably designate. Tenant shall not permit any mechanics' liens, or similar liens, to remain upon the Premises for labor and material furnished to Tenant or claimed to

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have been furnished to Tenant in connection with work of any character performed or claimed to have been performed at the direction of Tenant and shall cause any such lien to be released of record forthwith without cost to Landlord in accordance with the terms of Section 14 below. Tenant shall provide the Landlord with plans and specifications for all alterations and will provide Landlord with lien waivers from all materialmen, contractors and subcontractors as reasonably requested from time to time by Landlord.

(b) Any improvements, alterations, additions or installations made by Tenant shall comply with all insurance requirements and all laws, ordinances, rules and regulations of all applicable governmental authorities, shall be constructed in a good and workmanlike manner, and, except as expressly set forth herein, shall immediately become the property of Landlord and surrendered to Landlord upon the expiration or termination of this Lease, unless required to be removed as provided in the next sentence. Upon expiration or other termination of this Lease, Tenant shall, upon written demand by Landlord, at Tenant's sole cost and expense, promptly and with all due diligence remove any alterations, additions or improvements made by Tenant that were not made with Landlord's prior approval and designated by Landlord to be removed and shall repair any damage to the Building caused by such removal.

13. Landlord's Work. N/A

14. Maintenance and Repairs.

(a) Maintenance by Tenant. From and after the Commencement Date and until the end of the Term, Tenant shall keep the Leased Premises, including any building systems and related equipment installed by or on behalf of Tenant located within the Leased Premises, in good condition and repair, including without limitation all heating, air-conditioning and ventilation systems which serve the Leased Premises exclusively ("HVAC Systems"), and, at its sole cost and expense, shall make repairs, restorations or replacements as and when needed to preserve them in good working order, condition and repair, reasonable wear and tear excepted, and subject to damage by fire and casualty. Specifically Tenant shall, at its own expense, except as otherwise expressly set forth herein, be responsible for all maintenance and repairs to the interior of the Premises, including, without limitation, the ceiling coverings, wall coverings, floor coverings, doors, windows, signs, lights, light bulbs, ballasts, the HVAC system to the extent it serves the Premises exclusively, alarm system and any other building systems and related equipment installed by or on behalf of Tenant located within the Premises, and for all interior painting desired by Tenant and for the replacement of broken glass within the Premises (which includes the exterior windows). Tenant shall also promptly make any repairs: (a) for damage caused by or related to any act or omission or negligence of Tenant, or Tenant's employees, agents, contractors or invitees; or (b) lawfully required by any public authority as a result of changes in statutes or regulations which become effective subsequent to the Commencement Date of this Lease and which repairs are required because of the nature of the occupancy of the Premises by Tenant or the manner in which it conducts its business therein. Except for Landlord's obligations with respect to Landlord's Work, or as otherwise set forth herein, Tenant hereby expressly assumes all responsibility after the Commencement Date for continued compliance of the Premises with the Americans with Disabilities Act of 1990 as the same has been amended and all other federal state and local accessibility laws, codes, regulations and ordinances (collectively "Accessibility Laws") with respect to activities conducted by Tenant within the Premises. Any alterations to the Premises made by Tenant for the purpose of complying with the Accessibility Laws shall be done in accordance with this Lease; provided, that Landlord's consent to such alterations shall not constitute either Landlord's assumption in whole or in part, of Tenant's responsibility for compliance with the Accessibility Laws, or representation or confirmation by Landlord that such alterations comply with the provisions of the Accessibility Laws. Tenant shall comply with all provisions of this Section and Section 11 above in connection with such repairs, restorations and replacements. Notwithstanding the foregoing or any other provision of this Lease, Tenant has no maintenance, repair, or other obligation with respect to any damage caused by or related to the gross negligence or intentional misconduct of Landlord, its successors and assigns, or any of their respective directors, officers, employees, agents, contractors, invitees, or licenses (each, a "Landlord Party"), or the breach of this Lease by Landlord beyond all applicable cure periods.

(b) Maintenance by Landlord. Landlord shall, at its sole expense (chargeable as Operating Expenses), maintain

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and repair (and replace as necessary in Landlord's commercially reasonable discretion) the following (to the extent reasonably required to keep the following at all times in good condition and repair, ordinary wear and tear and casualty excepted): the Common Areas, the Building, the Building systems located outside of the Premises (including without limitation repair and replacement of utility lines serving the Premises and located outside the Premises), and all structural elements of the Building, including without limitation the roof, the Building exterior walls, and Building foundation and load-bearing walls. Notwithstanding any provision herein to the contrary, Landlord's obligations under this Subsection do not include making any repair, restoration, or replacement necessitated by the negligence or willful misconduct of Tenant, or the breach of this Lease by Tenant.

(c) Except as otherwise provided in this Lease, Tenant shall be responsible for the payment of all costs and expenses incurred from the Commencement Date through the end of the Term that are associated with or related to the Leased Premises and the use, occupancy, operation, maintenance and repair thereof, except as performed by Landlord and charged to Tenant as Operating Expenses pursuant to Section 4 above.

15. Mechanic's Liens.

Tenant shall pay or cause to be paid all costs for work done by it or caused to be done by it on the Leased Premises and Tenant shall keep the Leased Premises and the Property free and clear of all mechanic's liens and other liens on account of work done by Tenant or persons claiming under it (but excluding any Landlord's Work or other work of Landlord or its representatives or contractors completed pursuant to this Lease). Tenant shall indemnify and hold Landlord harmless against any liability, loss, damage, costs or expenses, including attorneys' fees, on account of any claims of any nature for work performed for, or materials or supplies furnished to, Tenant or persons claiming under it (but excluding any liability, loss, damage, costs or expenses, including attorneys' fees related to Landlord's Work or other work of Landlord or its representatives or contractors completed pursuant to this Lease). In the event of the filing mechanic's lien against the Premises arising out of any work performed by or on behalf of Tenant, Tenant shall cause said lien to be released, discharged, or bonded over without delay, but in any event within thirty (30) days of the filing of such lien.

16. Quiet Enjoyment.

Landlord covenants and agrees with Tenant that upon Tenant paying the rent hereunder and observing and performing all the terms, covenants and conditions of this Lease on Tenant's part to be observed and performed, Tenant may peaceably and quietly enjoy the Premises subject, nevertheless, to the terms and conditions of this Lease.

17. Assignment or Subletting.

(a) Tenant shall not, without the prior written consent of the Landlord (which consent shall not be unreasonably withheld or delayed), assign this Lease in whole or in part, or sublet the Premises or any portion thereof. It shall not be unreasonable for Landlord to withhold such consent if such assignee's or subtenant's proposed use of the Premises, financial capacity, or parking requirements are unacceptable to Landlord, as determined by Landlord in its sole, reasonable discretion. Any request for such consent shall be accompanied with reasonably detailed information regarding the creditworthiness and business experience of the proposed assignee or subtenant. Tenant shall reimburse Landlord for its reasonable legal fees incurred in connection with any such consent requested by Tenant, whether or not the same is granted.

(b) It is agreed that if Landlord shall consent to such assignment or subletting, and Tenant shall thereupon assign this Lease or sublet all or any portion of the Premises, then and in that event Tenant shall pay to Landlord, as additional rent, (i) in the event of an assignment, the amount of all monies, if any, which the assignee has agreed to and does pay to Tenant in consideration of the making of such assignment; and (ii) in the event of a subletting, fifty percent (50%) of the amount, if any, by which the fixed base rent plus additional rent

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payable by the subtenant to Tenant shall exceed the fixed base rent plus additional rent allocable to that part of the Premises affected by such sublease pursuant to the provisions of this Lease, plus fifty percent (50%) of the amounts of all monies, if any, payable by such subtenant to Tenant pursuant to any side agreement as consideration (partial or otherwise) for Tenant making such subletting.

(c) The consent by Landlord to an assignment, subletting, occupancy or use arrangement shall not relieve Tenant from primary liability hereunder.

18. Casualty Loss and Eminent Domain.

Should a substantial portion of the Leased Premises, or of the property of which they are a part, be damaged by fire or other casualty, or be taken by eminent domain, the Landlord may elect to terminate this Lease. When such fire, casualty or taking renders the Leased Premises unfit for use and occupation and the Landlord does not so elect to terminate this Lease, a just and proportionate abatement of Base Rent shall be made until the Leased Premises, or in the case of a partial taking which may remain thereof, shall have been put in a proper condition for use and occupation. Landlord reserves and excepts all rights to damages to the Leased Premises, the Building and 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 Leased Premises within ninety (90) days after any occurrence giving rise to Landlord's right to so terminate or restore. Notwithstanding anything to the contrary, Landlord's obligation to put the Leased Premises or the Building 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, after deducting the costs incurred by Landlord to collect the same

19. Insurance and Indemnity.

(a) Tenant agrees to take out and continuously maintain during the Term of this Lease and any extension or renewal thereof a commercial general liability insurance policy with an insurance company authorized to do business in Maine and reasonably acceptable to Landlord. Such insurance shall be carried in the name of and for the benefit of Tenant and shall name each of Landlord and Landlord's property management company as an additional insured, protecting against injury or death of persons by reason of or in any way arising on or out of or connected with Tenant's use or occupancy of the Premises, and shall be written on an "occurrence" basis, and shall provide coverage in an amount not less than Two Million Dollars ($2,000,000). A certificate thereof shall be delivered to Landlord prior to occupancy of the Premises by Tenant and at least ten (10) days prior to expiration of any such policy. Such policy shall state that it shall not be reduced, canceled or amended without ten (10) days' prior written notice to Landlord. Any such policy shall be written as a primary policy not contributing with and not in excess of any coverage that Landlord may carry.

(b) Landlord shall procure and maintain property insurance for the Building and Landlord shall bill Tenant for its Pro-Rata Share of the premium associated with the same as part of the Operating Expenses.

(c) Landlord and Tenant each hereby waives any and every claim for recovery from the other for any and all loss of or damage to the Building or Premises, or to the contents thereof, which loss or damage is covered by valid and collectible physical damage insurance policies, but only to the extent of any actual recovery by the injured party under such insurance. Landlord waives any and every claim against Tenant for any and all loss of or damage to the Building or the Premises or the contents thereof which would have been covered had the insurance policies required to be maintained by Landlord by this Lease been in force, to the extent that such loss or damage would have been recoverable by Landlord under such insurance policies. Tenant waives any and every claim against Landlord for any and all loss of or damage to the Building or the Premises or the contents thereof which would have been covered had the insurance policies required to be maintained by Tenant by this Lease been in force, to the extent that such loss or damage would have been recoverable by

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Tenant under such insurance policies. Inasmuch as this mutual waiver will preclude the assignment of any such claim by subrogation (or otherwise) to an insurance company (or any other person), Landlord and Tenant each agrees to give to each insurance company which has issued, or in the future may issue to it, policies of physical damage insurance, written notice of the terms of this mutual waiver, and to have said insurance policies properly endorsed, if necessary, to prevent the invalidation of said insurance coverage by reason of said waiver. The parties hereto agree that their policies will include such waiver clause or endorsement so long as the same shall be obtainable without extra cost, or if extra cost shall be charged therefor, so long as the other party pays such extra cost. If extra cost shall be chargeable therefor, each party shall advise the other thereof and of the amount of the extra cost, and the other party, at its election, may pay the same, but shall not be obligated to do so.

(d) Tenant shall indemnify, defend and save Landlord and its property management company and their respective employees, agents, owners, partners, officers and managers, harmless from any liability, loss, claim, damage or expense, including reasonable attorneys' fees, arising out of or relating to any and all injury, loss, claims or damages to any person or property caused by any act, neglect or default of Tenant or Tenant's agents, employees, contractors, or invitees or related in any way to Tenant's use or occupancy of the Leased Premises. Tenant also hereby waives any applicable Worker's Compensation immunity as it relates to such indemnification. Without limitation of any other provision herein, except to the extent caused by the gross negligence or intentional misconduct of any Landlord Party, neither no Landlord Party or any of their owners, managers, employees, agents or management company shall be liable for, and Tenant hereby releases them from all claims for, any injuries or death to any person or damage to property or business sustained by Tenant or any person claiming through Tenant due to the Property, the Building 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, the Building or the Property or due to any act or neglect of any tenant at the Building or of any employee 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 the Tenant or others. The provisions of this Subsection shall survive the termination or earlier expiration of the Term of this Lease.

(e) Landlord shall indemnify, defend and save Tenant and its employees, agents, owners, partners, officers and managers, harmless from any liability, loss, claim, damage or expense, including reasonable attorneys' fees, arising out of or relating to any and all injury, loss, claims or damages to any person or property caused by any act, neglect, or default of Landlord or Landlord's agents, employees, contractors, or invitees. The provisions of this Subsection shall survive the termination or earlier expiration of the Term of this Lease.

20. Equipment. Trade Fixtures and Personal Property.

Tenant may install or cause to be installed in the Leased Premises such equipment and trade fixtures or other personal property as are reasonably necessary or desirable in Tenant's sole discretion for the operation of its business, all of which will at all times remain the property of Tenant. Tenant shall be entitled to remove such equipment, trade fixtures or other personal property installed by Tenant at any time during the Term or upon the expiration or earlier termination of this Lease; provided that Tenant is not then in default hereunder. Tenant covenants and agrees, at its own expense, to immediately repair any damage to the Leased Premises attributable to the removal of any of Tenant's equipment, trade fixtures and other personal property and this provision shall survive the expiration or termination of this Lease.

21. Access to Leased Premises.

Landlord and Landlord's representatives and agents shall have the right to enter the Leased Premises at all reasonable times upon at least twenty four (24) hours prior oral or written notice to Tenant (including via email) (except in the case of a fire, gas, or safety emergency, in which case Landlord shall use

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commercially reasonable efforts to provide notice in advance, or as soon thereafter as possible), provided that (i) Tenant has a right to have a representative present for any such entry and (ii) Landlord and its representatives and agents shall not unreasonably interfere with Tenant's operations at and use of the Leased Premises, to inspect and examine them, show them to prospective purchasers or mortgagees (or, during the final twelve (12) months of the term, prospective tenants) and to make and perform such maintenance, repairs and other work that Landlord may be required to perform under this Lease or as Landlord reasonably may deem necessary for the safety, improvement or preservation of the Leased Premises, Building or Property, without the same constituting an eviction of Tenant in whole or in part or entitling Tenant to any abatement of rent or damages for any injury or interference with Tenant's business or loss of quiet enjoyment, except to the extent arising out of the gross negligence or willful misconduct of any Landlord Party or the breach of this Lease by Landlord beyond all applicable cure periods.

22. End of Term.

At the expiration or termination of this Lease other than in the event of termination due to casualty or condemnation, Tenant shall promptly quit and surrender the Leased Premises to Landlord broom clean and in as good a condition as they were in as of the Delivery Date, ordinary wear excepted, and free from debris, trash and waste. All trade fixtures, equipment, furniture, furnishings and personal effects not removed by Tenant prior to the expiration or termination of this Lease shall, at Landlord's option, be deemed to have been conveyed to Landlord and may be appropriated, sold, stored, destroyed or otherwise disposed of by Landlord in accordance with Maine law but otherwise without obligation to account therefor or, at Landlord's option, Landlord can have such trade fixtures and items removed and the cost of any such removal and the expense of any repair necessitated by such removal shall be borne by Tenant as additional rent hereunder.

23. Default.

Any of the following shall constitute a default of Tenant hereunder:

(a) Tenant shall fail to pay any installment of Base Rent, Operating Expenses or any other sum payable under the terms of the Lease within seven (7) days of its due date;

(b) Tenant shall neglect or fail to perform or observe any covenant herein contained on Tenant's part to be performed or observed, that is not otherwise specified as an event of default under this Section, and Tenant shall fail to remedy the same within 30 days after Landlord shall have given Tenant written notice specifying such neglect or failure, or within such longer period as may be reasonably required to cure such default if it is of such nature that it can be cured, but not within such 30 day period, provided that Tenant promptly commences to remedy such default and proceeds in good faith with reasonable diligence thereafter to cure such default (provided, however, that such period of completion shall not extend for more than an additional sixty (60) days);

(c) This Lease or the Leased Premises or any part thereof shall be taken upon execution or by other process of law directed against Tenant or shall be taken upon or subject to any attachment, at the instance of any creditor of or claimant against Tenant, and such attachment is not discharged or disposed of within sixty (60) days after the levy thereof;

(d) Tenant shall (i) admit in writing its inability to pay its debts generally as they become due, (ii) make an assignment of all or a substantial part of its property for the benefit of creditors, (iii) apply for or consent to or acquiesce in the appointment of a receiver, trustee or liquidator of Tenant, or of all or a substantial part of its property or of the Leased Premises or of its interest in this Lease unless such receiver, trustee, or liquidator is discharged within sixty (60) days from the date of his appointment; or
(iv) file a voluntary petition in bankruptcy or a petition or an answer seeking reorganization under any bankruptcy or insolvency law or an arrangement with creditors, or take advantage of any insolvency law or file an answer admitting the material allegations of a petition filed against Tenant, or any partner of Tenant,

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in any bankruptcy, reorganization or insolvency proceedings which is not dismissed in 45 days; or

(e) The entry of a court order, judgment or decree without the application, approval or consent of Tenant, appointing a receiver, trustee or liquidator of Tenant or of all or a substantial part of its property or of the Leased Premises or of Tenant's interest in this Lease or adjudicating Tenant a bankrupt or insolvent, and such order, judgment or decree shall not be vacated, set aside or stayed within 60 days from the date of entry.

24. Remedies.

If Tenant shall default under this Lease beyond all applicable notice and cure periods as set forth in Section 22 above, Landlord shall have the following rights and remedies, in addition to all other remedies at law or equity, and none of the following, whether or not exercised by Landlord, shall preclude the exercise of any other right or remedy whether herein set forth or existing at law or equity:

(a) Landlord lawfully may, immediately or at any time after such default beyond all applicable notice and cure periods, and without demand or notice, enter into and upon said 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 its or their effects (forcibly if necessary) 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 entry as aforesaid, this Lease shall terminate.

(b) Landlord shall have the right to terminate this Lease by giving Tenant notice in writing, and upon the giving of such notice, this Lease and the Term hereof as well as the right, title and interest of Tenant under this Lease shall wholly cease and expire in the same manner and with the same force and effect (except as to Tenants liability) on the date of the termination of this Lease without the necessity of re-entry or any other act on Landlord's part. Upon any termination of this Lease Tenant shall quit and surrender to Landlord the Leased Premises as set forth in Section 22 above. If Landlord terminates the Lease pursuant to this Subsection, then Tenant shall immediately become liable to Landlord for all rent accrued and unpaid as of the date of termination and for the entire unpaid rental and other sums due hereunder for the remainder of the Term (discounting all such amounts to present value at a rate equal to six per cent (6%) per annum), except that Landlord shall use commercially reasonable efforts to relet the Premises and to mitigate its damages, and the amount of unpaid rental and other sums payable by Tenant to Landlord shall be adjusted to account for the amount of rent and other sums Landlord receives on account of reletting the Premises. In addition, Tenant agrees to pay to Landlord, as damages for any above described breach, all reasonable costs of reletting the Leased Premises including real estate commissions. In addition, Landlord may enforce the unconditional guaranty of lease by Recovery Connections of Maine, LLC executed on even or near date herewith

(c) Landlord may, without further demand or notice, re-enter and take possession of the Leased Premises or any part thereof, without terminating this Lease and expel Tenant and those claiming through or under Tenant, and remove any effects of any and all such persons (forcibly, if necessary) without being deemed guilty of any manner of trespass and without prejudice to any remedies and Tenant shall remain liable for its obligations under this Lease. Should Landlord elect to re-enter as provided in this Subsection 24(c), or should Landlord take possession pursuant to legal proceedings or pursuant to any notice provided for by law, Landlord, may, from time to time, without terminating this Lease, relet the Leased Premises or any part thereof for such term or terms and at such rent or rentals and upon such other conditions as Landlord may deem advisable, with the right to make alterations or repairs to the Leased Premises. No such re-entry or repossession of the Leased Premises by Landlord shall be construed as an election of Landlord's part to terminate this Lease unless a written notice of termination is given to Tenant by Landlord. No such re-entry or repossession of the Leased Premises shall relieve Tenant of its liability and obligation under this Lease, all of which shall survive such re-entry or repossession. Upon the occurrence of such re-entry or repossession, Landlord shall be entitled to the amount of the monthly rent and any other sums, which would be payable hereunder if such re-entry or repossession had not occurred, less the net proceeds, if any, of reletting the Leased Premises after deducting all of Landlord's reasonable expenses in connection with such reletting. Tenant shall pay such amount to

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Landlord on the days on which the rent or other sums due hereunder would have been payable hereunder if possession had not been retaken. In no event shall Tenant be entitled to receive the excess, if any, of net rent collected by Landlord as a result of such reletting of the sums payable by Tenant to Landlord hereunder. In the event Landlord exercises is rights under this Subsection 24(c), Landlord shall use commercially reasonable efforts to relet the Premises and to mitigate its damages.

(d) If Tenant shall default beyond all applicable notice and cure periods in making any payment required to be made by Tenant (other than Rental Payments) or shall default beyond all applicable notice and cure periods in performing any other obligation of Tenant under this Lease, Landlord may, but shall not be obligated to, make such payment or, on behalf of Tenant, spend such sum as may be necessary to perform such obligation. All sums so expended by Landlord, together with interest thereon at the annual rate equal to 2% plus the "Index Rate", as defined below, shall be repaid by Tenant to Landlord as additional rent on demand. No such payment or expenditure by Landlord shall be deemed a waiver of Tenant's default nor shall it effect any other remedy of Landlord by reason of such default. The Index Rate shall be the "Prime Rate" as published by the Wall Street Journal, or in the absence of such publication; a comparable index reasonably selected by Landlord. If Landlord prevails in any lawsuit against Tenant wherein Tenant is found to have defaulted under this Lease beyond any applicable cure period, Landlord shall be entitled to recover from Tenant Landlord's reasonable costs and expenses, including reasonable attorneys' fees.

(e) The receipt of rent by Landlord with knowledge of any default of Tenant shall not be deemed to be a waiver of any provision of this Lease. Any failure of Landlord to enforce the provisions of this Lease upon the default of Tenant shall not be construed as creating a custom of deferring payment or as modifying in any way the terms of this Lease or as a waiver of Landlord's remedies under this Lease or of Landlord's right to enforce the provisions hereof for any subsequent default. No payment by Tenant, or receipt by Landlord, of a lesser amount than the rent due hereunder shall be deemed to be other than on account of the earliest stipulated rent, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as rent be deemed in accord and satisfaction. Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such rent or pursue any other remedy available to Landlord.

(f) TIME IS OF THE ESSENCE HEREOF.

25. Landlord's Default.

The obligations of Landlord and Tenant, respectively, under this Lease are expressly agreed by the parties to be independent covenants. Except as otherwise expressly provided in this Lease, if Landlord fails to perform any obligation under this Lease required to be performed by Landlord, Tenant shall have no right to: (i) terminate this Lease; (ii) avail itself of self-help or to perform any obligation of Landlord; (iii) abatement or withholding of rent or any other charges or sums payable by Tenant under this Lease; or (iv) setoff rent payments against amounts allegedly owed to Tenant by Landlord.

26. Holdover.

Tenant shall vacate the Leased Premises upon the expiration or earlier termination of the Term of this Lease. If Tenant or any party claiming through or under Tenant shall remain or continue to be in possession of the Leased Premises or any part thereof after the termination of the Lease, without Landlord's consent at Landlord's option Tenant or such party or both shall be deemed to be illegally retaining possession or shall be deemed to be a tenant at sufferance only, subject to all of the terms and conditions of this Lease, but at a daily rental rate equal to 150% of the Base Rent then in effect and other charges provided for under this Lease. The acceptance of a purported rent check following the expiration or earlier termination of the Term of this Lease shall not constitute the creation of a month to month tenancy or a tenancy at will, it being agreed that Tenant's status shall remain that of a tenant at sufferance at the aforesaid daily rate. This Section shall not be construed as giving Tenant any right to hold over after the expiration of the Term or to limit Landlord's rights to obtain possession of the Leased Premises upon termination by any lawful means available to Landlord if

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Landlord does not elect to treat the continued possession by Tenant or any party claiming through or under Tenant as a month-to-month tenancy. Tenant shall reimburse Landlord for and indemnify and hold Landlord harmless against all damages, special and consequential as well as direct, costs, liabilities and expenses, including reasonable attorneys' fees, which Landlord shall incur on account of Tenant's delay in so vacating the Leased Premises.

27. Subordination

This Lease shall be automatically subject and subordinate to any and all mortgages, deeds of trust and other instruments in the nature of a mortgage, now or at any time hereafter a lien or liens on the Property and Tenant agrees to attorn to and recognize any holder of such mortgage or instrument or any purchaser of the Leased Premises as Landlord for the balance of the Lease Term, the foregoing agreement being self-operating. Notwithstanding the foregoing, Tenant agrees, within ten (10) days of a request by Landlord therefor, to execute an instrument in the form provided by Landlord or such mortgagee or purchaser confirming such subordination of this Lease to any mortgage now or hereinafter placed upon the Premises by Landlord and, if required by the mortgagee, to agree not to prepay Base Rent more than one (1) month in advance, to provide said mortgagee with notice of and reasonable opportunity to cure any defaults by Landlord, and not to amend, modify or cancel this Lease without said mortgagee's written consent. Tenant agrees to recognize the holder of such mortgage or any other person acquiring title to the Leased Premises as having the rights of the Landlord hereunder and to attorn to said holder or other person if requested. Tenant agrees to execute and deliver within ten (10) days of request, any appropriate instruments necessary to carry out the foregoing provisions.

28. No Implied Surrender or Waiver.

Failure of either party to complain of any act or omission on the part of the other party, no matter how long the same may continue, shall not be deemed to be a waiver by any party of any rights hereunder. The acceptance of rent by Landlord or his agent, even if Landlord has knowledge of any breach or default hereunder by Tenant, shall not be deemed to be a waiver (except as to any default arising out of the failure to pay the rent so accepted by Landlord) of any breach or default of Tenant of any covenant herein contained. No provisions of this Lease shall be deemed to have been waived by Landlord or Tenant unless such waiver is in writing signed by the party to be charged. If any action by Tenant shall require the consent or approval of Landlord, the Landlord's consent to or approval of such action on any one occasion shall not be deemed a consent to or approval of said action on any subsequent occasion or a consent to or approval of any other action on the same or any subsequent occasion. Any and all rights and remedies that either party may have under this Lease or by operation of law, either at law or in equity, upon any breach, shall be distinct, separate and cumulative and shall not be deemed inconsistent with each other and no one of them, whether exercised or not shall be deemed to be an exclusion of any other, and any two or more or all of such rights and remedies may be exercised at the same time.

29. No Representations by Landlord; Zoning; Entire Agreement.

(a) Except as set forth in this Lease, Landlord and Landlord's agents have made no representations, warranties, agreements or promises with respect to the Leased Premises. Except as set forth in this Lease, the Leased Premises are being leased "as is" and "where is" and Landlord makes no representation, express or implied, with respect to habitability, merchantability or fitness for a particular purpose.

(b) It is the responsibility of Tenant to review all, applicable zoning ordinances and other governmental rules and regulations and to secure all necessary and required permits and approvals for its proposed use of the Leased Premises. The Landlord makes no representations or warranties as to the suitability of, or the ability to obtain regulatory approval for, the Tenant's intended use of the Leased Premises.

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(c) The entire agreement of the parties is contained herein, and there are no promises, agreements, representations, warranties, conditions or understandings, either oral or written, between them other than as are herein set forth.

30. Amendment or Modification.

Except as herein otherwise provided, no amendment, alteration, modification of or addition to this Lease shall be valid or binding unless expressed in writing and signed by the party or parties to be bound thereby.

31. Definition of Landlord.

The term "Landlord" as used in this Lease, so far as covenants or obligations on the part of Landlord are concerned, shall be limited to mean and include only the owner or owners, at the time in question, of the Leased Premises. In the event of any sale or other transfer of the Leased Premises by Landlord, whether the original Landlord hereunder or any successor Landlord thereto, Landlord shall be and is hereby entirely freed and relieved of all liability under any and all of its covenants and obligations contained in or derived from this Lease arising out of any act, occurrence or omission occurring after the consummation of such sale or transaction and Tenant shall look solely to the successor Landlord for the performance of any such covenants or obligations.

32. Estoppel Certificates.

Each party agrees, at any time, and from time to time, upon not less than ten (10) days prior request by the other party, to execute, acknowledge and deliver to the requesting party a statement in writing certifying that this Lease is unmodified and in full force and effect (or, if there have been modifications, stating the modifications, and that the Lease as modified is in full force and effect), and that there are no defenses or offsets thereto then accrued, or stating those claimed by party completing the estoppel, the dates to which the rent and other charges have been paid, the commencement and termination dates of this Lease, the amount of the security deposited with Landlord, and any other information reasonably requested by the requested party, it being intended that any such statement delivered pursuant to this Section may be relied upon by any prospective purchaser or tenant of, any prospective holder of a mortgage upon the fee of the Leased Premises or Tenant's leasehold interest in the Leased Premises, or any other property interest party.

33. Severability.

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

34. Captions. Gender and Number.

The caption of each Section is added as a matter of convenience only and shall be considered of no effect in the construction of any provision or provisions of this Lease. The terms "Landlord" and "Tenant" herein, or any pronoun used in place thereof, shall include the masculine, feminine, singular, plural, individuals, partnerships, limited liability companies or corporations where applicable. Unless expressly provided in this Lease, (i) all references to "Section" refer to the entire numbered Section in which the reference is located, and (ii) all references to "herein", "hereunder", and words of similar import refer to this Lease as a whole and not the particular provision in which the word(s) appear.

35. Notice.

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Any notice, demand or communication concerning the Lease shall be in writing and shall be deemed sufficiently given or rendered if delivered personally or by certified or registered U.S. mail, postage prepaid or nationally recognized overnight courier service addressed to Tenant at the Premises and to Landlord and Tenant at the following addresses:

If to Landlord:

South Grove Lodge, LLC
155 Center Street, Bldg G, Box 6,
Auburn, ME 04210
Email: tamillett@gmail.com

With a copy to:

Trafton Matzen, Belleau & Frenette
P.O. Box 470
Auburn, ME 04212
Attn: Alex Parker, Esq.
Email: aparker@tmbf-law.com

If to Tenant:

Recovery Connections of Maine, LLC,
103 Park Street
Lewiston, ME 04240

Email: msmith@recoveryconnectionsme.com
jeremy@recoveryconnectionsme.com

Any such notice shall be deemed effective upon the earlier of (i) actual receipt or (ii) three (3) days after deposit in the U.S. mail or with such overnight courier service as provided herein. Either party can change its address for future notices in the manner provided above, such change of address to be effective only upon receipt.

36. Attorneys' Fees and Expense Reimbursement.

If either party becomes a party to any third-party litigation concerning this Lease, the Premises, the Building or the Property by reason of any act or omission of the other party, the party that causes the other party to become involved in the litigation shall be liable to that party for that party's reasonable attorneys' fees and costs incurred in such litigation. Notwithstanding the foregoing or any other provision in the Lease to the contrary, and in addition to any other remedies Landlord may have at law or equity and/or under this Lease, in the event that the Landlord incurs attorneys' fees or costs in connection with the collection of rent or other amounts due hereunder, or in connection with the enforcement of any provision hereof, Tenant shall pay such reasonable attorneys' fees and costs to Landlord as additional rent immediately upon demand, unless such enforcement results in litigation and Tenant prevails in such action, in which case the subsequent sentence shall apply. If either party commences an action against the other party arising out of or in connection with this Lease, the parties agree that upon obtaining a final unappealable or unappealed judgment from a court of competent jurisdiction, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs, including reasonable attorneys' fees and disbursements incurred in enforcing a judgment. As used herein, the term "prevailing party" shall mean the party, which has succeeded upon a significant issue in the litigation and achieved a material benefit with respect to the claim at issue, taken as a whole

37. Force Majeure.

Except as otherwise provided herein, in any case in which either party hereto is required to perform any act (except for Tenant's obligation to: (a) pay rent and other charges hereunder, maintain the insurance coverages required hereby, and return the Premises at the end of the Lease Term in accordance with the terms hereof), the time for performance thereof shall be extended by a period equal to any delay caused by or resulting from act of God, strike, lockout, breakdown, accident, order or regulation of or by any governmental authority, or failure of supply, or inability by the exercise of reasonable diligence to obtain supplies, parts or

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employees necessary to furnish such services, or perform such obligations or because of war or other emergency, or for any cause beyond such obligated party's reasonable control, including the COVID-19 pandemic or any other pandemic, epidemic or other publicly or privately announced health or security threat, and all resulting consequences thereof, whether such time be designated by a fixed date, a fixed time or a "reasonable time" (each an event of "Force Majeure"). Notwithstanding the foregoing, Force Majeure expressly excludes economic depression, recession, slump, inflation, deflation, currency fluctuations or other adverse economic conditions. The party claiming an event of Force Majeure shall promptly notify the other party of the cause of the delay and shall use diligence to eliminate the cause of the delay, and shall complete such unfulfilled obligation as soon as reasonably possible after the cause of the delay has been eliminated. Notwithstanding anything in this Lease to the contrary, Landlord shall have the absolute right and permission during any period of time during which this paragraph is effective (i.e., an event, occurrence or condition has occurred and continues to excuse either or both party's performance pursuant to the foregoing) and for a reasonable amount of time thereafter to limit, restrict, or prevent access to the Building, the Leased Premises, the Property or other property of Landlord in response to such event, occurrence or condition continues, including a suspected, perceived, or publicly or privately announced health or security threat.

38. Reservations by Landlord.

In addition to the other rights conferred by this Lease or by law, Landlord reserves the right, to be exercised in Landlord's sole discretion, to: (a) change the name of the Building; (b) install and maintain a sign or signs on the exterior or interior of the Building (but excluding in the Premises without Tenant's prior written consent); (c) change the street address of the Building; (d) designate all sources furnishing signs, sign painting and lettering; (e) take all reasonable measures as may be necessary or desirable for the safety and protection of the Premises, the Building or the Property; (f) sell or mortgage (subject to the terms of this Lease) the Building and/or the Property; (g) have pass keys to the Premises; (h) repair, alter, add to, and improve the Property and Building, and build adjacent to the Building; (i) run necessary pipes, conduits and ducts through the Premises; (j) carry on any work, repairs, alterations or improvements in, on, or about the Building or in the vicinity thereof; and (k) sell all or any portion of the Property, including within the parking area and other common areas; provided, however, that with respect to any of the foregoing (a) through (k), the number of parking spaces provided to Tenant as set forth in this Lease shall not thereby be diminished, the size of the Premises shall not thereby be diminished, access to and from the Premises shall not thereby be materially and unreasonably interrupted or interfered with, Tenant's use of the Premises shall not thereby be materially and unreasonably interrupted or interfered with, and Landlord shall comply with the terms of this Lease prior to any entry with respect to the Premises. In performing such changes Landlord will use commercially reasonable efforts so as to minimize any interference with Tenant's business. No such changes, or any of them, shall invalidate or affect this Lease, except that Landlord and Tenant shall, on request by either, modify the Exhibits attached hereto, as necessary to reflect such change. Provided that Landlord uses commercially reasonable efforts to minimize any interference with Tenant's business, Tenant hereby waives any claim to damage or inconvenience caused by such work, except to the extent arising out of the gross negligence or willful misconduct of any Landlord Party or the breach of this Lease by Landlord. This Section shall not be construed to diminish the obligations of Tenant with respect to repairs or improvements or other obligations of Tenant provided herein, nor shall it be construed to create or increase any obligation on the part of Landlord with respect to repairs or improvements.

39. WAIVER OF JURY TRIAL.

IT IS MUTUALLY AGREED BY AND BETWEEN LANDLORD AND TENANT THAT THE RESPECTIVE PARTIES WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER OF THE PARTIES AGAINST THE OTHER ON ANY MATTER WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS LEASE, INCLUDING WITHOUT LIMITATION ANY EVICTION OR FORCIBLE ENTRY AND DETAINER ACTION.

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40. Binding Effect.

The covenants, conditions and agreements contained in this Lease shall bind and inure to the benefit of Landlord and Tenant and their respective heirs, distributees, executors, administrators, successors, and, except as otherwise provided in this Lease, their assigns.

41. Recording.

The parties agree that this Lease will not be recorded. Landlord agrees that, upon request by Tenant, Landlord will promptly execute and record a Memorandum of Lease in form and substance satisfactory to Landlord and satisfactorily to Tenant. Such Memorandum shall expressly provide that it is being executed to evidence this Lease and does not vary the terms hereof.

42. Brokerage.

Landlord recognizes that Tim Millett of Porta & Co. and Dan Coleman of Androvise Realty are the only brokers involved in this transaction. Landlord agrees to pay brokers a commission in accordance with a separate listing, brokerage, or similar agreement. The commission shall be due and payable by Landlord upon Term Commencement of the lease.

43. Execution of Lease.

This Lease may be executed in counterparts and, when all counterpart documents are executed, the counterparts shall constitute a single binding instrument. Signatures by facsimile or other electronic means shall be valid and binding.

44. Governing Law.

This Lease shall be governed by and interpreted in accordance with the laws of the State of Maine.

45. Tenant Licensing Contingency.

(a) Tenant's obligations under this Lease are expressly contingent upon Tenant obtaining, at its sole cost and expense, all licenses, permits, approvals, and authorizations required by any governmental or regulatory authority for Tenant's intended use of the Premises (collectively, the "Required Approvals"). Tenant shall diligently and in good faith pursue the Required Approvals promptly following the Effective Date of this Lease.

(b) Tenant shall have an initial period of one hundred twenty (120) days from the Effective Date (the "Initial Contingency Period") to obtain the Required Approvals. Tenant shall have the option to extend the Initial Contingency Period for up to two (2) additional periods of thirty (30) days each (each, an "Extension Period"), for a total potential contingency period of up to one hundred eighty (180) days, by providing written notice to Landlord prior to the expiration of the then-current Contingency Period.

(c) If Tenant is unable to obtain the Required Approvals within the Initial Contingency Period, as extended, despite good faith efforts, Tenant shall have the right to terminate this Lease by providing written notice to Landlord prior to the expiration of the applicable Contingency Period.

   a. Upon such termination:
      i. This Lease shall be deemed null and void;
      ii. Neither party shall have any further rights or obligations hereunder, except those expressly stated to survive termination; and
      iii. Any prepaid rent and security deposit shall be returned to Tenant within five (5) business days; and
      iv. Tenant shall return the leased premises to its original condition.

(d) Tenant may waive this contingency at any time by written notice to Landlord, after which this Lease shall remain in full force and effect.

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(e) Tenant shall have possession and occupancy of the leased premises upon the Effective Date of the Lease for minor improvements and furniture move-in.
(f) Landlord agrees to reasonably cooperate with Tenant, at no material cost or liability to Landlord, in Tenant's efforts to obtain the Required Approvals.

46. Right of First Refusal.

Landlord hereby grants Tenant a one-time, non-recurring right of first refusal ("ROFR") to purchase the Property, exercisable strictly in accordance with the terms set forth herein.

If Landlord receives a bona fide written offer from an unrelated third party to purchase the Property (an "Offer"), which Landlord is willing to accept, Landlord shall deliver written notice to Tenant (the "Offer Notice") together with a copy or summary of the material economic terms of such Offer.

Tenant shall have seven (7) calendar days from receipt of the Offer Notice (the "Exercise Period") to elect, by written notice to Landlord, to purchase the Property on terms identical in all material respects to those contained in the Offer. Tenant's failure to timely deliver such written election within the Exercise Period shall be deemed a waiver of the ROFR with respect to such Offer.

Any exercise of the ROFR by Tenant must be unconditional and must strictly match the Offer, including price, deposit, timing, contingencies, and all other material terms, except to the extent otherwise agreed by Landlord in its sole discretion. Tenant shall concurrently provide evidence reasonably satisfactory to Landlord of its financial ability to close the transaction.

If Tenant does not timely and properly exercise the ROFR, or thereafter fails to execute a purchase and sale agreement or close the transaction on terms consistent with the Offer, Landlord shall be free to sell the Property to such third party (or another purchaser) on terms no more favorable to such purchaser in the aggregate than those offered to Tenant, without further obligation to Tenant.

This ROFR is personal to Tenant, may not be assigned or transferred, and shall automatically terminate upon (i) the expiration of the Exercise Period without proper exercise, (ii) Tenant's failure to close after exercise, or (iii) any termination or expiration of the Lease (unless otherwise expressly agreed by Landlord in writing).

Landlord shall have no obligation to solicit or accept any Offer, to negotiate with Tenant, or to complete any sale of the Property, and may withdraw the Property from the market at any time in its sole discretion.

47. Guaranty of Lease.

The Tenant acknowledges and agrees that **Jeremy Hiltz & Michael Smith** shall execute a personal guaranty of the Tenant's obligations under this Lease simultaneous with execution of this Lease, see Addendum 1.

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IN WITNESS WHEREOF, the undersigned have caused this Lease to be executed by their respective duly authorized representatives as of the date first set forth above.

LANDLORD:
SOUTH GROVE LODGE, LLC

Signed by:
Tim A. Millett
587CF7803CB04A6...

By: _____ 4/13/2026
Name: Tim Millett
Title: Manager

TENANT:
RECOVERY CONNECTIONS OF MAINE, LLC

Signed by:
CD12E66DE6C94DF...

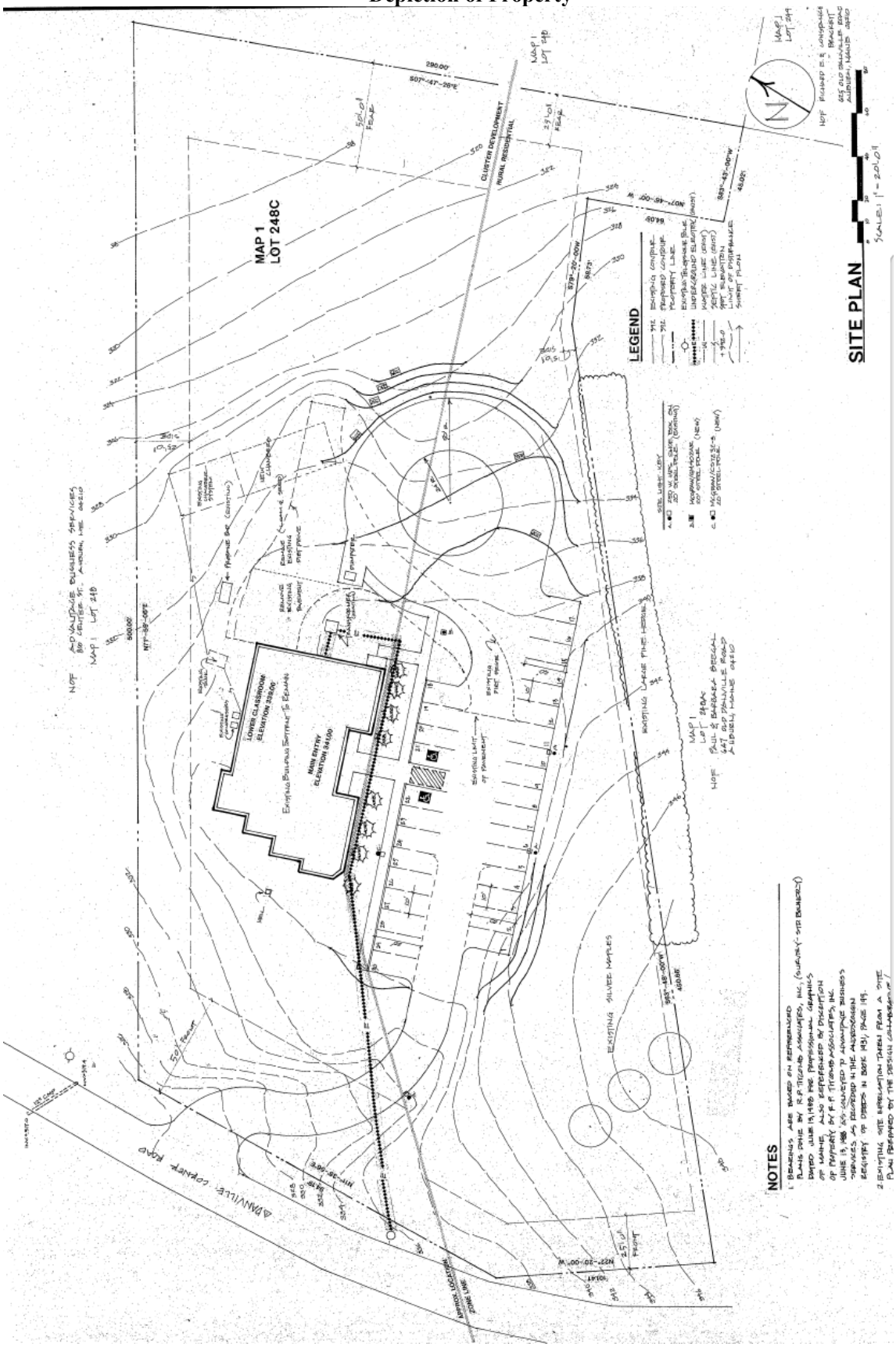
By: _____ 4/13/2026
Name: Jeremy Hiltz
Title: COO

Signed by:
Michael Smith
CD7DA7F872FE416...

By: _____ 4/13/2026
Name: Michael Smith
Title: MS

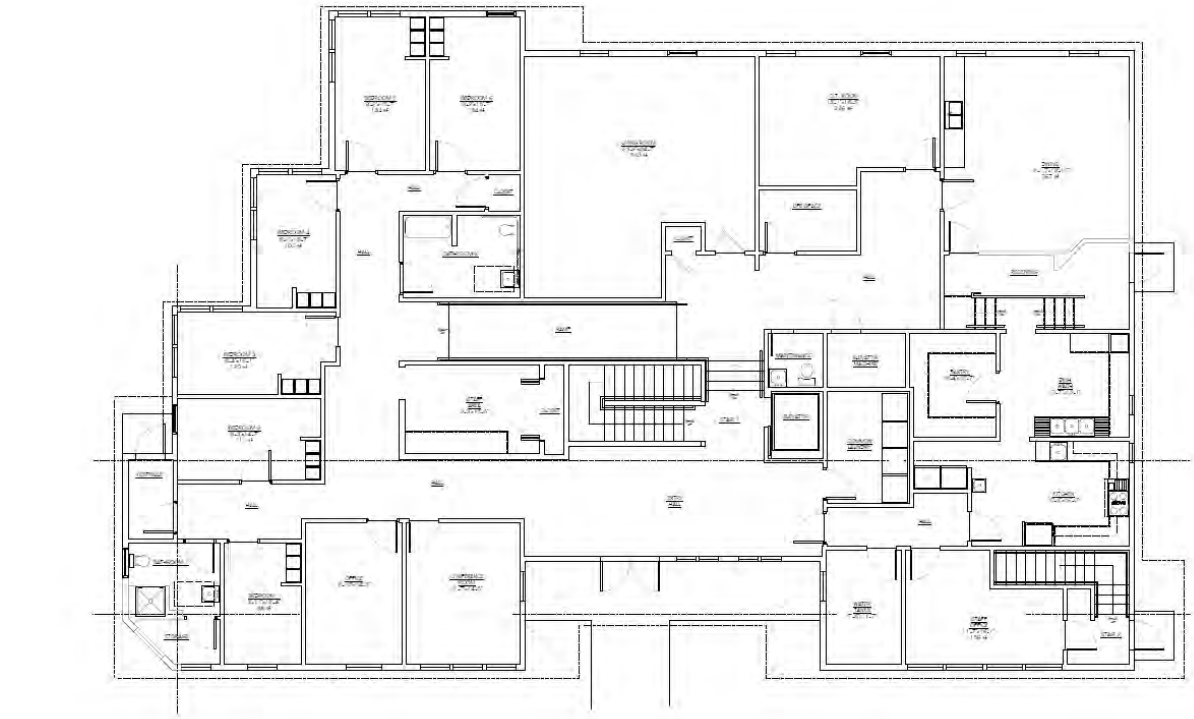
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Exhibit A-1
Depiction of Property

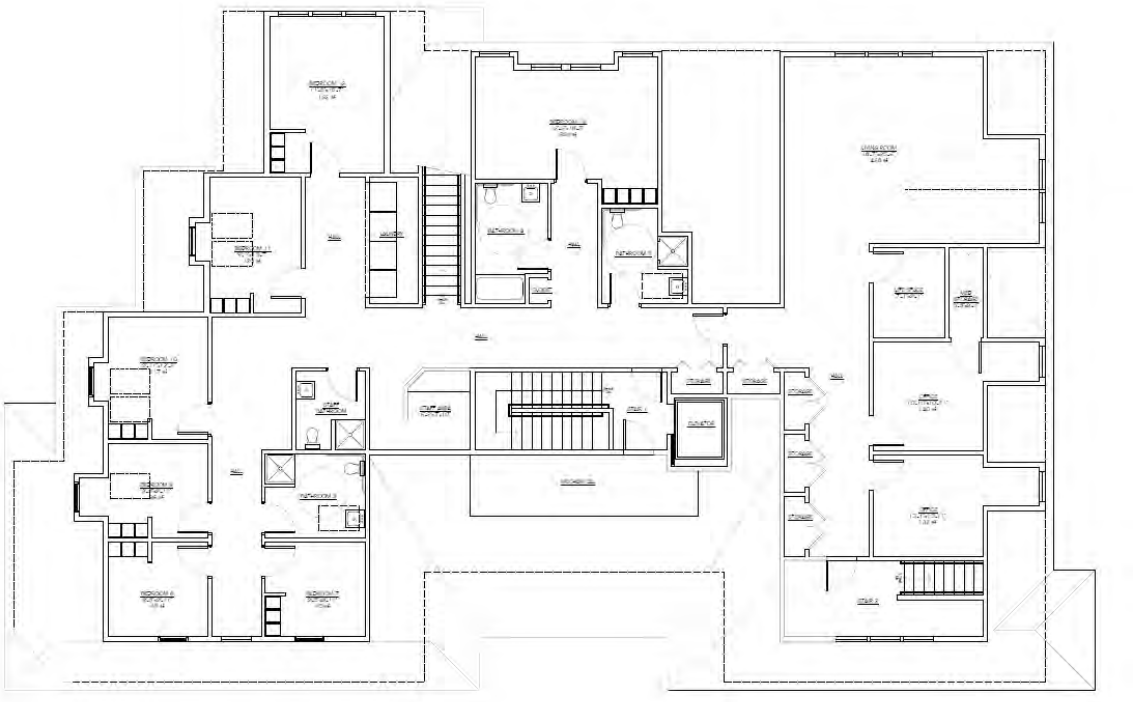


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Exhibit A-2
Depiction of Premises/Building Interior- 1st & 2nd Story



1 EXISTING FIRST FLOOR PLAN
SCALE: 1/4" = 1'-0"



1 EXISTING SECOND FLOOR PLAN
SCALE: 1/4" = 1'-0"

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Addendum 1 – Personal Guaranty

For value received, and in consideration for, and as an inducement to landlord to enter into the foregoing lease with Recovery Connections of Maine, LLC, Jeremy Isaac Hiltz and Michael Randolph Smith ("Guarantor") does hereby unconditionally guarantee 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, or extension of the lease, whether or not guarantor shall have received any notice of or consented to such renewal, modification or extension. 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 dated below.

GUARANTOR:

Jeremy Isaac Hiltz

178 Harlow Hill Road
Turner, ME

Signed by:
CD12E66DE6C94DF...
Signature

4/13/2026
Date

GUARANTOR:

Michael Randolph Smith

42 Skillin Road
Cumberland, ME

Signed by:
Michael Smith
C07DA7F872FF416...
Signature

4/13/2026
Date

Bk 11945 Pg277 #16252
10-17-2025 @ 12:06p

NOT AN OFFICIAL COPY

DLN: 3292355

QUITCLAIM DEED WITH COVENANT

KNOW ALL PERSONS BY THESE PRESENTS, that **SPURWINK SERVICES INCORPORATED** (f/k/a **The Spurwink School**), a Maine nonprofit corporation with a mailing address of 901 Washington Avenue, Suite 100, Portland, Maine 04103 (the "Grantor"), for consideration paid, hereby **grants** to **SOUTH GROVE LODGE LLC**, a Maine limited liability company with a mailing address of 155 Center Street, Building G, Box 6, Auburn, ME 04210 (the "Grantee"), with **QUITCLAIM COVENANT**, a certain lot or parcel of land, together with the buildings thereon, situated at **220 Danville Corner Road** in the City of **Auburn**, County of Androscoggin, State of Maine, and more particularly described in **Exhibit A** attached hereto and made a part hereof.

IN WITNESS WHEREOF, **Spurwink Services Incorporated** has caused this instrument to be sealed with its corporate seal and signed in its corporate name by William Beattie, its Chief Operating Officer, thereunto duly authorized, as of this 16th day of October, 2025.

Spurwink Services Incorporated

Witness

By: _____
William Beattie, Chief Operating Officer

STATE OF MAINE
COUNTY OF ANDROSCOGGIN, ss

October 16, 2025

Personally appeared the above-named William Beattie, duly authorized Chief Operating Officer of Spurwink Services Incorporated and acknowledged the foregoing instrument to be his free act and deed and in said capacity the free act and deed of Spurwink Services Incorporated.

Before me,

_____
Alex S. Parker, Attorney at Law

EXHIBIT A
(220 Danville Corner Road, Auburn)

A certain lot or parcel of land located on the easterly side of Beech Hill Road, in the City of Auburn, County of Androscoggin and State of Maine, bounded and described as follows:

BEGINNING at an iron pin to be set on the easterly sideline of Beech Hill Road, also known as Danville Corner Road, at the northwesterly corner of land now or formerly of Paul M. and Barbara F. Beegel as recorded in the Androscoggin County Registry of Deeds in Book 1009, Page 699. Thence by the following courses:

(1) N 22 degrees 20 minutes 00 seconds W by the easterly sideline of said Beech Hill Road a distance of one hundred one and 41/100 (101.41) feet to an iron pin to be set.

(2) N 11 degrees 38 minutes 56 seconds E by the apparent easterly sideline of said Beech Hill Road a distance of one hundred ninety-four and 19/100 (194.19) feet to an iron pin to be set.

(3) N 71 degrees 59 minutes 06 seconds E a distance of five hundred and 00/100 (500.00) feet to an iron pin to be set.

(4) S 07 degrees 47 minutes 00 seconds E a distance of two hundred ninety and 00/100 (290) feet to an iron pine to be set in the northerly sideline of land now or formerly of Robert E. and Sally C. Pelton as recorded in the Androscoggin County Registry of Deeds in Book 1042, Page 557.

(5) S 83 degrees 43 minutes 00 second W by land of said Pelton a distance of forty-five and 02/100 (45.02) feet to a 5/8" rebar found and the easterly line of land of said Beegel.

(6) N 07 degrees 46 minutes 00 seconds W by land of said Beegel a distance of sixty-four and 05/100 (64.05) feet to an iron pin to be set and the northeasterly corner of land of said Beegel.

(7) S 79 degrees 20 minutes 00 seconds W by land of said Beegel a distance of fifty-eight and 73/100 (58.73) feet to an iron pin to be set.

(8) S 63 degrees 48 minutes 00 seconds W by land of said Beegel a distance of four hundred fifty and 66/100 (450.66) feet to the point of beginning.

The above described parcel contains 128,768 square feet or 2.96 acres. Bearings are based on a plan entitled "Definition of Road, Rowes Corner to Danville Corner" made by George H. Barron, Engineer, dated September 1929. Iron pins refenced herein as to be set are 5/8" rebar with caps. Reference is also herein made to a plan entitled "Division of Property" made for Professional Graphics R.P. Titcomb Associates, Inc. dated June 13, 1988.

FOR SOURCE OF TITLE, see a Warranty Deed from Diazo Associates to The Spurwink School, dated May 19, 1994, and recorded in the Androscoggin Registry of Deeds in Book 3264, Page 213.

Maine Real Estate Transfer Tax Paid
TINA M. CHOUINARD, REGISTER
ANDROSCOGGIN COUNTY MAINE E-RECORDED

RCOM
RECOVERY CONNECTIONS OF MAINE

10/2/2026

To whom it may concern,

This letter is to indicate that Jeremy Hiltz is the owner and operator of Recovery Connections of Maine and is authorized to act on its behalf. Jeremy Hiltz is the contact and point person for the 220 Danville Corner Rd project. Any question feel free to reach out to him at 2075003223.

Jeremy HIltz, LADC, CCS
Founder COO

K.R. Youland & Son

Excavation contractor

Turner Me, 04282

9/23/2026

ATTN: Timothy Millett

South Grove Lodge Sewer Main

Thank you for the opportunity to bid the above referenced project, below you will find our scope of work:

- Tie in new 6” SDR 35 sewer line into existing manhole on Danville Corner Rd.
- Supply and install approximately 700’of 6” SDR 35 sewer main going up the side of Danville Corner Rd.
- Supply and install approximately 200’of 4” SDR 35 sewer going up the property of South Grove Lodge
- Tie in new 4” SDR 35 sewer line into existing sewer stub at building.
- Supply and install 4 new sewer manholes per plans.
- Patch in and pavement that gets disturbed during excavation.
- Repair/ reset existing 12” HDPE drain line per plans
- Loam and seed all disturbed areas
- Traffic control/ temp lights

Total- $132,922.00

MAINE
COMMUNITY BANK

September 24, 2025

City of Auburn
60 Court Street
Auburn, Maine 04210

Re: Real Estate Development – Timothy A. Millett – 220 Danville Corner Road, Auburn, Maine 04210

To Whom It May Concern:

Please be advised that Mr. Timothy A. Millett is a valued client of Maine Community Bank ("the Bank") and has been for many years. As the relationship manager for the banking relationship with Mr. Millett, I can attest that all accounts have been and continue to be handled as agreed.

It is our understanding that Mr. Millett is in the process of completing all the necessary requirements to obtain the appropriate approvals for the proposed sewer line extension located at 220 Danville Corner Road, Auburn, Maine 04210. The Bank and Mr. Millett have had preliminary conversations regarding the proposed project and although the Bank has not received any formal request to be involved in financing of the proposed project, the Bank is confident that Mr. Millett has the capacity to construct and manage the proposed project.

If you should need any additional information, please feel free to contact me directly at 207 333-4505 or tsavage@mainecb.com.

Sincerely,

Todd L. Savage
Senior Vice President
Commercial Banking Market Manager

Norway Savings Bank

07/27/2026

To whom it may concern:

Recovery Connections of Maine has a valid account x7813 with a balance of greater than $10,000.00. If there are any questions or concerns in regards to the balances held at Norway Savings Bank, please do not hesitate to reach out to me at the information listed below.

Thank you,

Sabrina Nadeau
Personal Banker
31 Court St.
Auburn, ME, 04210
888.725.2207 ext. 2513
Fax 207.795.0139

ZONING SUMMARY:

1.	Property is located in the	GB - General Business Distnct	
2.	Parcel Area:	2.96 acres / 128,937 square feet (sf)	
3.	Zoning Reqs:	Required or Allowed	/ Provided
	Min Lot Area per DU	10,000 sf	/ 128,937 sf (existing)
	Min Frontage	100 ft	/ 192+ feet (existing)
	Impervious Coverage:	60% max.	/ 22% (existing).
	Min Front Setback	25 feet	/ 122'-8" (existing)
	Min Side Setback	25 feet	/ 36'-0" (existing)
	Min Rear Setback	35 feet	/ 279'-3" (existing)
	Max Bldg Height	45 feet	/ 25'-0" (2-story) (existing)
	Use Designation	Large Board & Care (25 beds)	
	Parking Req.	1 per dwelling unit, 25 reqd / 34 provided	

SITE PLAN NOTES:

1. THE AFFECTED PARCEL IS 220 DANVILLE CORNER ROAD (AUBURN PARCEL ID (122-006).
2. DEED REFERENCES ARE MADE TO THE ANDROSCOGGIN COUNTY REGISTRY OF DEEDS (ACRD)- AUBURN, ME.
3. FLOOD ZONE CLASSIFICATION: PROPERTY DOES NOT LAY WITHIN A DESIGNATED FLOOD HAZARD ZONE (ZONE X).
4. ALL UNDERGROUND UTILITIES ARE TO BE FIELD VERIFIED AND MARKED BY DIG SAFE AND/OR THE RESPECTIVE UTILITY COMPANY PRIOR TO EXCAVATION ACTIVITIES.
5. THERE ARE NO WETLANDS ON THE SUBJECT PROPERTY AS SHOWN.
6. PROPERTY LOT LINE DESCRIPTIONS ARE DERIVED FROM CITY OF AUBURN GIS TAX MAPS & SURVEY PREPARED BY TITCOMB ASSOCIATES, DATED JUNE 13, 1988.
7. ALL AREAS OF LANDSCAPE BUFFER (GRASS & FENCING) TO BE RETAINED AND MAINTAINED FREE OF PARKING AND STORAGE USES.

ZONING NOTES:

SEC. 60-1305: APPROVAL MAY BE MADE SUBJECT TO CONDITIONS, MODIFICATIONS AND RESTRICTIONS AS THE PLANNING BOARD MAY DEEM NECESSARY, AND ANY CONSTRUCTION, RECONSTRUCTION, ALTERATION OR ADDITION SHALL BE CARRIED ON ONLY IN CONFORMITY TO SUCH CONDITIONS, MODIFICATIONS OR RESTRICTIONS AND IN CONFORMITY WITH THE APPLICATION AND SITE PLAN.

SEC. 60-1308: APPROVAL OF A SITE PLAN SHALL EXPIRE ONE YEAR AFTER THE DATE OF APPROVAL, , UNLESS ALL BUILDING PERMITS HAVE BEEN OBTAINED TO BEGIN CONSTRUCTION IN ACCORDANCE WITH THE APPROVED SITE PLAN. IF A DEVELOPMENT IS CONTESTED WITH LITIGATION, THE APPROVAL PERIOD OF THIS SECTION SHALL NOT COMMENCE UNTIL A FINAL, NONAPPEALABLE COURT JUDGMENT OR UNTIL THE LITIGATION HAS BEEN DISMISSED WITH PREJUDICE. THIS PROVISION SHALL APPLY RETROACTIVELY TO ALL PROJECTS APPROVED AFTER JANUARY 1, 2007. ANY SITE PLAN THAT CONTAINS A PHASE CONCEPT APPROVED BY THE PLANNING BOARD SHALL NOT BE REQUIRED TO OBTAIN ALL BUILDING PERMITS WITHIN THE TIME SEQUENCE ESTABLISHED FOR COMPLETION OF EACH PHASE. NO BUILDING PERMITS OR OTHER PERMITS SHALL BE ISSUED UNTIL ALL IMPROVEMENTS ARE SUBSTANTIALLY COMPLETED FOR THE PRECEDING PHASE. A SINGLE ONE-YEAR EXTENSION MAY BE GIVEN UPON A SHOWING OF GOOD CAUSE IN WRITING BY THE APPLICANT TO THE PLANNING BOARD NOT LESS THAN 30 DAYS BEFORE THE EXPIRATION OF APPROVAL OF THE APPLICANTS EXISTING PLAN. THE PLANNING BOARD SHALL APPROVE OR DISAPPROVE THE REQUESTED EXTENSION AT ITS NEXT REGULAR MEETING.

SEC. 60-1309: NO PERMIT SHALL BE ISSUED FOR THE CONSTRUCTION OF ANY BUILDING IN AN AREA INCLUDED IN THE SITE PLAN OR IN ANY DEVELOPMENT FOR WHICH A SITE PLAN IS REQUIRED UNTIL SUCH SITE PLAN HAS BEEN APPROVED BY THE PLANNING BOARD AND UNLESS THE CONSTRUCTION PLANS AND SPECIFICATIONS PRESENTED TO THE BUILDING INSPECTOR WITH THE APPLICATION FOR THE PERMIT ARE CONSISTENT WITH THE APPROVED SITE PLAN.

SEC. 60-1310: NO CERTIFICATE OF OCCUPANCY SHALL BE ISSUED WITH RESPECT TO ANY BUILDING UNTIL ALL CONSTRUCTION CALLED FOR BY THE SITE PLAN IS COMPLETED, EXCEPT BY SPECIAL PERMISSION OF THE PLANNING BOARD GRANTED UPON A SHOWING OF SPECIAL CIRCUMSTANCES WARRANTED THE ISSUANCE OF THE CERTIFICATE AND THAT THE REMAINING CONSTRUCTION WILL BE COMPLETED WITHIN A REASONABLE TIME.

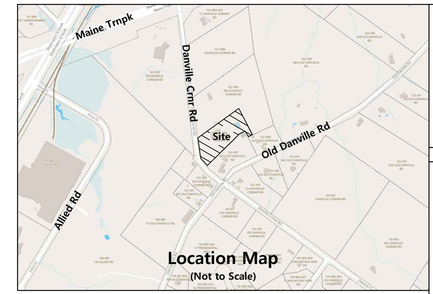

Danville Corner Road
Hospital Road
Androscoggin River
Androscoggin Country Club
Androscoggin Valley Hospital
Androscoggin Home Health
Androscoggin Hospice
Androscoggin Valley Hospital Foundation
Androscoggin Valley Hospital Medical Arts Building
Androscoggin Valley Hospital Medical Arts Building
Androscoggin Valley Hospital Medical Arts Building

NORTH

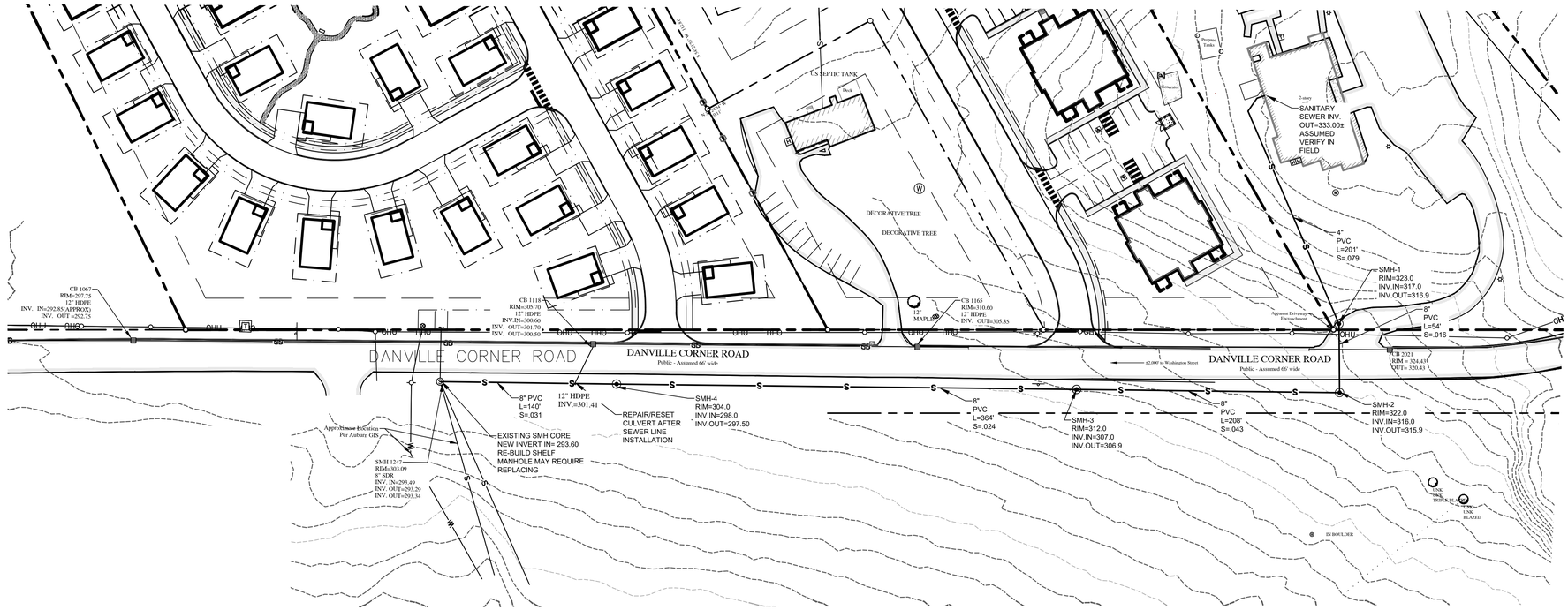
LEGEND

EXISTING	DESCRIPTION	PROPOSED
	RECORD PROPERTY LINE/R.O.W.	
	ABUTTER PROPERTY LINE/R.O.W.	
	DEED/PLAN LINE/R.O.W.	
	TIE LINE	
	BUFFER LINE	
	SETBACK LINE	
	EASEMENT LINE	
	CENTERLINE	
	FLOOD ZONE	
	FLOODWAY	
	SURVEY CONTROL POINT	
	SOIL BOUNDARY	
	ZONE LINE	
	MONUMENT (AS NOTED)	
	IRON PIPE/REBAR (AS NOTED)	
	DRILLHOLE	
	STREET / SITE SIGN	
	BUILDING	
	BUILDING OVERHANG	
	EDGE OF PAVEMENT	
	CURBING	
	EDGE OF GRAVEL	
	EDGE OF CONCRETE	
	CHAIN LINK FENCE	
X	BARB WIRE FENCE	X
	STOCKADE FENCE	
	STONE WALL	
	METAL GUARD RAIL	
	WOOD GUARD RAIL	
	RAILROAD TRACKS	
	EDGE OF WATER	
	TREE LINE	
	STREAM	
	WETLAND AREA	
	UPLAND AREA	
	ROCK OUTCROP/LEDGE	
TP-A	TEST PIT	TP-A
MW-8	MONITORING WELL	MW-8
B-9	BORING	B-9
W	WELL	W
124	MINOR CONTOUR LINE	124
130	MAJOR CONTOUR LINE	130
× 30.20	SPOT GRADE	30.20
SD	STORM DRAIN	SD
UD	UNDER DRAIN	UD
	CATCH BASIN	
D	DRAINAGE MANHOLE	
S	SANITARY SEWER	S
FM	FORCE MAIN	FM
S	SEWER MANHOLE	
W	WATER LINE	W
	WATER GATE VALVE	
	HYDRANT	
	WATER SHUT OFF	
W	WATER MANHOLE	
OHU	OVERHEAD UTILITY	OHU
OHE	OVERHEAD ELECTRIC	OHE
OHT	OVERHEAD TELEPHONE	OHT
UGU	UNDERGROUND UTILITY	UGU
UGE	UNDERGROUND ELECTRIC	UGE
UGT	UNDERGROUND TELEPHONE	UGT
T	TRANSFORMER	T
	LIGHT POLE	
	UTILITY POLE	
	GUY WIRE	
EM	ELECTRIC METER	
H	HVAC UNIT	
E	ELECTRICAL MANHOLE	
T	TELEPHONE MANHOLE	
G	GAS LINE	
GM	GAS METER	G
	GAS VALVE	
G	GAS MANHOLE	
	RIPRAP	
	SILT FENCE	SF
	FILTER BARRIER	FB
	MULCH BERM	MB
	SILT BARRIER	SB
	TURF REINFORCEMENT BLANKET	
	FORESTED BUFFER	

N / F
Owner Name
Street Address
Map # / Lot #
Bk. # / Pg. #
Date



Location Map
(Not to Scale)



GRAPHIC SCALE

50 0 25 50 100

(IN FEET)
1 INCH = 50 FT.

PRELIMINARY
NOT FOR CONSTRUCTION
9-3-2026

STATE OF MAINE
ANTHONY P. PANICOCCO JR.
No. 10941
REGISTERED PROFESSIONAL ENGINEER
9/03/2026

NO.	DATE	REVISIONS
1	9-3-2026	PRELIMINARY SEWER SKETCH

ADDRESS:
41 CAMPUS DRIVE, SUITE 301
NEW GLOUCESTER, ME 04260
PHONE:
(207) 926-5111
WEB SITE:
www.terradynconsultants.com

TERRADYN CONSULTANTS, LLC
Civil Engineering | Land Surveying | Geomatics
Stormwater Design | Land Planning | Environmental Permitting

PERMIT DRAWING
NOT FOR CONSTRUCTION

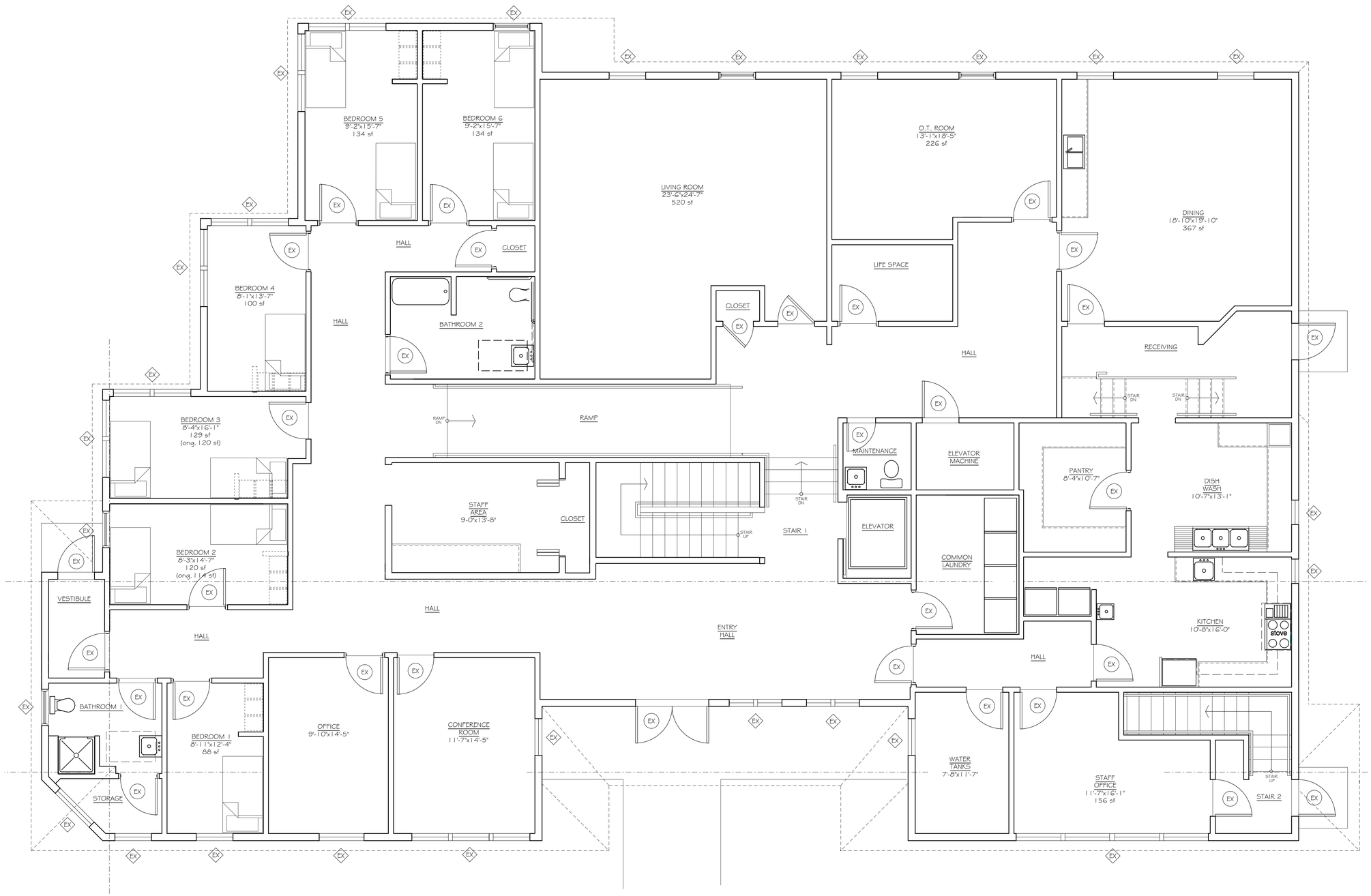
PROJECT:
SOUTH GROVE LODGE PARCEL
220 DANVILLE CORNER ROAD, AUBURN, MAINE

SHEET TITLE:
SEWER SKETCH PLAN

OWNER OF RECORD:
SOUTH GROVE LODGE, LLC
155 CENTER STREET
AUBURN, MAINE 04210

DATE: 09/03/2026
SCALE: 1" = 50'
JOB NO: 26-22
SHEET: 1 OF 1

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1 EXISTING FIRST FLOOR PLAN

~ SCALE: 1/4" = 1'-0"

PLATZ ASSOCIATES
Architects - Engineers
Construction Managers
Tel 207-784-2941
Fax 207-784-3856
Two Great Falls Plaza, Auburn, Maine 04210

Proposed Renovation of:

RECOVERY CONNECTIONS OF MAINE-A HOSPITAL TREATING ADDICTION

220 Danville Corner Road
Auburn, Maine 04210

LICENSED ARCHITECT
TRAVIS R. NADEAU
4038
STATE OF MAINE

ORIGINAL DATE: 07/07/2026

DRAWING ISSUE

No.	DESCRIPTION	DATE

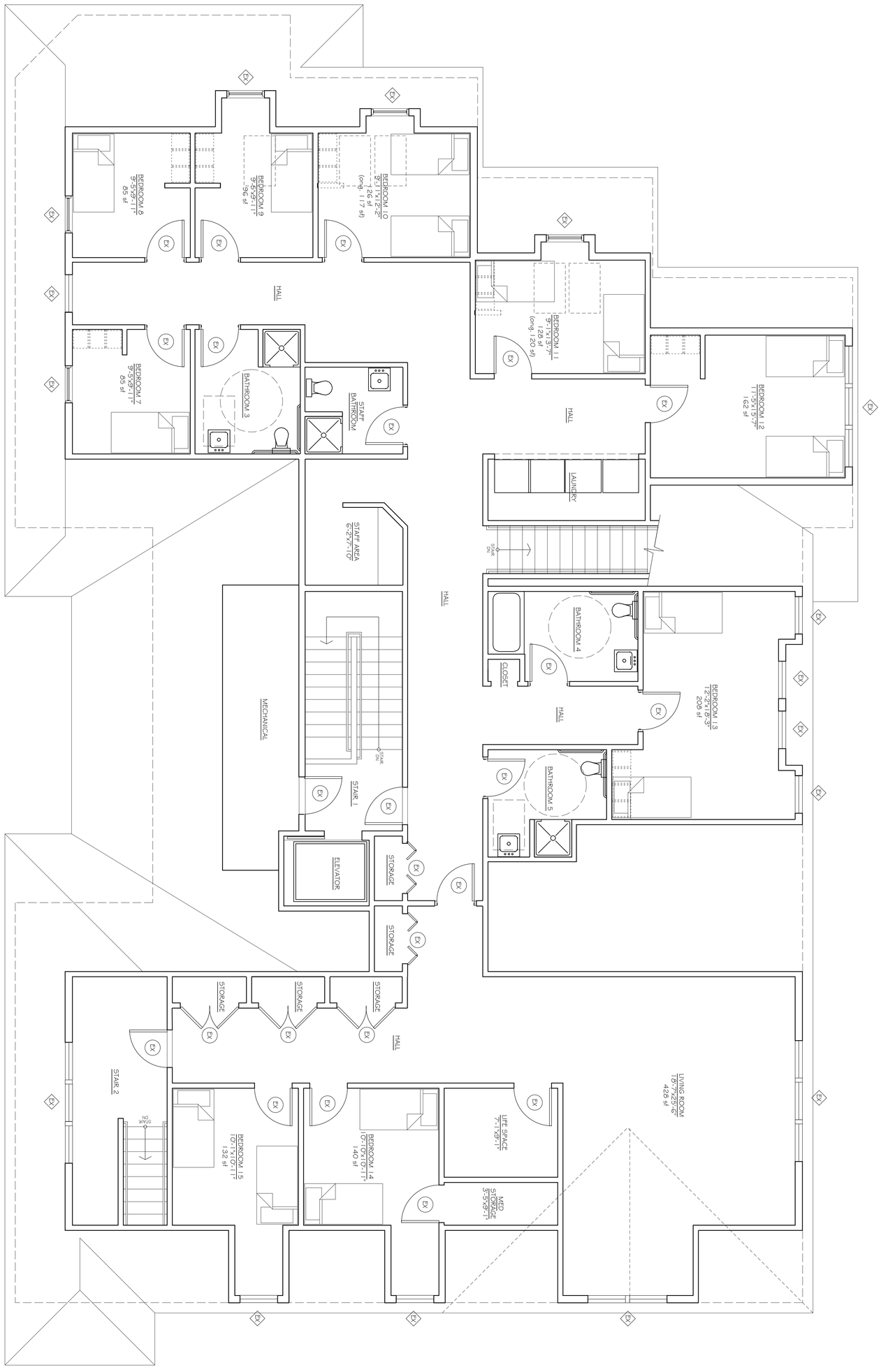
JOB NO. 202417H

DRAWN BY: TRN
CHECKED BY: TRN

SHEET TITLE: FIRST FLOOR RENOVATION PLAN

SHEET: A100

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SECOND FLOOR RENOVATION PLAN

SCALE: 1/4" = 1'-0"

Proposed Renovation of:

RECOVERY CONNECTIONS OF MAINE-
A HOSPITAL TREATING ADDICTION
220 Danville Corner Road
Auburn, Maine 04210

PLATZ ASSOCIATES
Architects - Engineers
Construction Managers
Tel 207-784-2941
Fax 207-784-3856
Two Great Falls Plaza, Auburn, Maine 04210

TRAVIS R. NADEAU — LICENSED ARCHITECT — 4038 — STATE OF MAINE

NO.	DESCRIPTION	DATE
	DRAWING ISSUE	

ORIGINAL DATE: 07/07/2026

JOB NO.: 202417H

DRAWN BY: TRN

CHECKED BY: TRN

SHEET TITLE: SECOND FLOOR RENOVATION PLAN

SHEET: **A101**

T:\2024\17H\2026\Architectural\Drawings\A101.dwg

City of Auburn, Maine
Office of Planning & Permitting
60 Court Street | Auburn, Maine 04210
www.auburnmaine.gov | 207.333.6601

To: Planning Board
From: Sam Peikes, Planning Coordinator
Re: Staff memo
Location: 16 Western Ave (PID 239-226)
Zoning District: Traditional Neighborhood (T-4.2B) district
Review Type: Special Exception & Site Plan
Date: November 3, 2026

OVERVIEW

Platz Associates, on behalf of the Dance Center LA LLC, has submitted an application for a new 44 by 72-foot one-story annex building on the vacant portion of the existing lot. The lot contains the existing approximately 5,000 square foot Dance Center building. The new annex building will serve to provide additional capacity and studio space for the Dance Center. The development is located in the Traditional Neighborhood (T-4.2B) district and is subject to the design standards under Sec. 60-548B.1, Sec. 60-548B.2 and Sec. 60-548B.3.

USE CLASSIFICATION & REVIEW PROCESS

Pursuant to Sec. 60-554, the use has been classified as "artist studios, performing art center", which is permitted in T-4.2B as a special exception. In accordance with Sec. 60-1278, site plan review is required for all uses permitted by special exception. The application will be reviewed under Chapter 60 Article XVI Division 2 – Site Plan and Division 3 – Special Exception. Additionally, in accordance with Sec. 60-556 – the application is a discretionary plan type and requires review and action by the planning board.



REVIEW TIMELINE

- Applicant submitted application package in smartgov July 29, 2026
- Applicant paid full application fee August 27, 2026
- Staff sent comment letter to applicant August 31, 2026
- Applicant provided updated submission materials September 16, 2026
- Staff emailed applicant outstanding items for completeness September 18, 2026
- Applicant provided updated submission materials October 7, 2026
- Staff emailed applicant outstanding items for completeness October 13, 2026
- Applicant provided updated submission materials October 19, 2026
- Staff deemed the application complete and notified the applicant on October 20, 2026
- Planning Board Public Hearing November 10, 2026

COMPLETENESS REVIEW

Staff have reviewed the application for completeness pursuant to Sec. 60-1301 and the application has been found complete. In accordance with Sec. 60-1303, the application has been accepted for processing, and a public hearing has been scheduled for November 10, 2026.

DEPARTMENT COMMENTS

Staff sent the application to department heads on October 19, 2026. The Police Department had questions regarding pickup and drop-off zones and traffic counts. The applicant provided responses to those questions, which the Police Department found adequate. There are no additional concerns at this time.

SITE PLAN & SPECIAL EXCEPTION RELEVANT PROVISIONS

Staff have noted the following relevant provisions for the proposed development below.

Access Management

- The development is currently accessed by the existing curb cuts off Western Ave.
- In accordance with Sec. 60-801, no low volume traffic generator, including single-family dwellings and duplexes, shall have more than one two-way access onto a single roadway. The development is currently accessed by the three curb cuts off Western Ave and has more than one two-way access. To comply with the regulation, the third curb cut further away from the new building will be closed and the sidewalk is proposed to be built out to that section of roadway.
- A new five-foot-wide paved sidewalk is proposed to connect from the existing parking areas to the new building (see Site Layout & Landscaping Plan sheet 2).

Traffic

- The proposed development is anticipated to generate approximately 24 vehicle trips in the peak hour. The proposed development does not require a Traffic Movement Permit.
- The applicant has requested a waiver from Sec. 46-233 Traffic Impact Analysis. In accordance with Sec. 46-234, the city engineer has granted this waiver request.

- The applicant states on pg. 3 of the application that the proposed annex building will not increase traffic counts to the site.

Off-Street Parking and Loading

- The development contains 38 existing parking spaces. The applicant is proposing to convert 1 of the parking spaces to an ADA accessible space. No additional parking will be added.
- In accordance with Sec. 60-548B.3, parking for commercial development shall be located to the rear of the property to the greatest extent possible. Parking on a side yard is limited to no more than 60 feet wide or 40% of the lot width. Screening is required for parking areas along the street. The parking areas are located to the front and side of the existing building. The proposed development does not involve modification or additions to the existing parking area.
- In accordance with Sec. 60-607(9) parking in the front yard of any residential district is prohibited. As noted above, the parking areas are existing and the proposed development does not include any modification to such areas.
- In accordance with sec. 60-607(12) parking areas with five or more spaces shall contain a substantial bumper of concrete or other materials to prevent vehicles from rolling into the street or sidewalks. Staff have no concerns regarding the safety of the existing parking layout.
- Advisory: additional plantings and landscaping screening along the frontage of Western Ave would help soften the views of the parking area along Western Ave.

Utilities

- The proposed development will be serviced by public sewer and water. The locations of utilities are shown on the Topographic and Utility Plan sheet 3.
- The applicant states on note 13 on the Site Layout & Landscaping Plan, that utilities will be installed underground.
- The Auburn Water and Sewer District has the capacity to serve the project as noted in the letter dated September 22, 2026.

Exterior Lighting

- The proposed annex building will include wall mounted cutoff lights. The locations of exterior lighting are shown on the Site Layout & Landscaping Plan sheet 2.
- As stated in note 10 on the Site Layout & Utility Plan, exterior lighting will be fully shielded and downcast and will be operated from dusk to 10 PM.
- Lighting will be downcast as shown on the building renderings and will not recess onto abutting properties.

Landscaping

- In accordance with Sec. 60-548B.3., landscaping is encouraged but shall not extend into any street right-of-way or sidewalk. Street trees are encouraged. Additionally, foundation plantings are encouraged. The applicant states in the cover memo on pg. 7 of the

application that landscaping is to be lawn and grass. The locations of lawn areas are shown on the Site Layout & Landscaping Plan sheet 2.
- Advisory: the use of native perennials, shrubs or other natural vegetation in place of lawn would provide additional site beautification and biodiversity.

Open Space

- In accordance with Sec. 60-548B.1., the form based code T-4.2B district requires that a development provide a minimum of 10% useable open space. This translates to roughly 4,356 square feet of open space.
- The location of useable open space is shown on the Site Layout & Landscaping Plan sheet 2. The open space location consists of the grassed area behind the new building. The area is relatively flat an and is relatively flat and dry.

Stormwater Management

- The proposed development will disturb approximately 10,259 square feet of land area and will contribute approximately 4,268 square feet of additional impervious area. The proposed development does not trigger DEP Basic Standards or General Standards under Chapter 500.
- Stormwater runoff from the new building will be treated by the drainage swale which will discharge into the city catch basins on Western Ave. The applicant states in the cover memo on pg. 4 that rerouting a portion of the site's runoff to the catch basin on Western Ave will reduce the amount of stormwater runoff leaving the site. Stormwater management and erosion control details are shown on the Erosion Control Plan and Details sheet 4.
- The applicant is requesting a waiver from providing a stormwater management plan in accordance with Sec. 46-209. As noted above, the development does not trigger a DEP stormwater management plan, therefore this standard does not apply. The city engineer approved the stormwater information as provided in the email dated October 8, 2026. The city engineer requests that prior to making the connection to the 8 in stub to the existing catch basin, the applicant or owner submit a stormwater connection agreement. Staff recommend this be a condition of approval prior to the issuance of building permits.
- In accordance with Sec. 46-299, the development will require a performance bond for improvements in the public right of way. Staff recommend the release of the performance bond be a condition of approval prior to receiving building permits.
- The proposed development will utilize silt fencing and erosion control blankets during construction to comply with DEP Best Management Practices for erosion control.

Building Design Standards

- The T-4.2B district requires compliance with several building design standards as noted under Sec. 60-548B.2. and Sec. 60-548B.3.
- The applicant states on pg. 5 of the application that the proposed new building will be composed of board and batten and nickel gap vertical siding with large westerly windows front on Western Ave and a salt box style asphalt roof shaped building. Building renderings and architectural drawings are provided on pg. 23-28 of the application.
- The applicant has responded to the form-based code standards on pg. 5-6 of the application and all building and design requirements have been met.

- The existing lot exceeds the maximum lot width requirement under Sec. 60-548B.1. The required minimum lot width is 24 feet and the required maximum lot width is 120 feet. The lot width is approximately 350 feet. In accordance with Sec. 60-78, any lawfully nonconforming use of building or land which was established prior to September 14, 1960 may be continued in the same kind and manner and to the extent as a time it became lawfully nonconforming. The lot was created in 1889 and is therefore legally nonconforming.
- In accordance with Sec.60-548B.1. a minimum frontage build out of 60% is required for commercial and multi-family uses. This provision does not apply to developments with private shared access ways to more than one structure. Staff consider a shared driveway to be a shared access way. The proposed development provides shared access to two buildings and therefore does not have to comply with the frontage buildout requirement.

PLANNING BOARD ACTION

The proposed development requires review and findings for approval under Sections 60-1277, 60-1304, and 60-1336. Staff have provided recommended findings in bold under each action item.

Site Plan Review – Section 60-1277

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;

a. **The proposed development will not impact existing stormwater runoff patterns or increase runoff leaving the site. Stormwater runoff from the proposed development will be treated by the drainage swale and tie into the existing city system.**
b. **Proposed exterior lighting for the new building will be downcast and will not reflect onto abutting properties.**
c. **The proposed development will not generate sound, dust or vibration in excess of city standards.**

(2) Convenience and safety of vehicular and pedestrian movement within the site and in relation to adjacent areas;

a. **The proposed development will be accessed by the existing curb cuts off Western Ave. Access and circulation arrows for vehicles are shown on the site plan.**
b. **The third curb cut on Western Ave will be closed to build out the existing sidewalk. Sidewalks will connect between the two buildings to allow for safe pedestrian access.**
c. **The police and fire department have no concerns regarding emergency access and vehicle drop off and loading areas.**

(3) Adequacy of the methods of disposal for wastes; and

a. The proposed development is anticipated to produce minimal solid waste. The owner will dispose of all trash and recycling separately. No outside dumpster is provided.

(4) Protection of environment features on the site and in adjacent areas.

a. **The proposed development will not impact environmental features on site or in adjacent areas.**

Site Plan Review – Sec 60-1304

(1) A finding and determination that the proposed project will constitute a suitable development and will not result in a detriment to the neighborhood or environment

a. **The proposed development will constitute a suitable development and will not result in a detriment to the neighborhood or environment.**

Special Exception – Section 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.

a. **The proposed development complies with the requirements of Chapter 60 Article XVI Division 2 – Site Plan and Division 3 – Special Exception and Chapter 60 Article IV Division 14 – Form Based Code.**

(2) That the special exception sought will neither create nor aggravate a traffic hazard, a fire hazard or any other safety hazard.

a. **The proposed development will not increase existing traffic counts to the site.**
b. **The city engineer has granted a waiver from providing a Traffic Impact Analysis.**
c. **The police and fire department have no additional concerns regarding traffic and safety.**

(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.

a. **The proposed development 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.

a. The proposed development involves the creation of an additional commercial structure on a vacant portion of the lot which increases its land value and increases revenue to the city.
b. The existing neighborhood consists of predominantly residences with a few smaller commercial businesses in the T-4.2B district. The proposed development is compatible with the surrounding neighborhood.

(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.

a. **The existing lot has the available land area to accommodate the additional building at 16 Western Ave.**

b. **The proposed development will make adequate provisions for stormwater runoff.**
c. **The proposed development will not add any additional parking areas and will utilize the existing parking lot. The off-street parking area is adequate for the proposed development.**
d. **The proposed development will be served by public sewer and water. As noted in the letter from the Auburn and Water Sewer District date September 22, 2026, the district has adequate capacity to serve the proposed development.**

(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.
   a. **The standards imposed on the proposed development are at least as stringent as those elsewhere imposed by the city building code and by provisions of Chapter 60.**

(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.
   a. **The proposed development will make provisions for city services without disrupting the city's master development plan.**

STAFF RECOMMENDATION

Staff have corresponded with the applicant and reviewed the application materials and recommend approval of the proposed development with the following conditions of approval:

1. Prior to building permits, the applicant submits the stormwater connection agreement to the city engineer.
2. Prior to building permits, the applicant releases the performance bond to the city.

SUGGESTED MOTION

To **[approve/approve with condition(s)/deny]** the application for 16 Western Ave (PID 239-226) submitted by Platz Associates, on behalf of the Dance Center LA LLC, located in the Traditional Neighborhood (T-4.2B) district pursuant to Chapter 60 Article XVI Division 2 – Site Plan and Division 3 – Special Exception with the following conditions of approval (see above).

City of Auburn, Maine
Office of Planning & Permitting
60 Court Street | Auburn, Maine 04210
www.auburnmaine.gov | 207.333.6601

Findings of Fact, Conclusions of Law, & Decisions

Planning Board, City of Auburn, Maine

Regarding an application for

16 Western Ave – Dance Center Annex Building (Site Plan/Special Exception)

PID 239-226

Applicant
The Dance Center

Findings of Fact

Street address:
16 Western Ave Auburn, Maine

Property ownership:
Ian Pullen 16 Western Ave, LLC

Other parties to the application:
Dan Moreno, Platz Associates

Description of the existing use(s) of the property:
The subject parcel is approximately 1.05 +/- acres in size and is located within the Traditional Neighborhood (T-4.2B) district. The property contains the existing Dance Center building and the associated parking lot. The property is accessed via the curb cuts on Western Ave.

Description of the proposed use(s) of the property and the nature of the application:
The proposed development is for the construction of a new 44 by 72-foot one-story annex building on the vacant portion of the existing lot to serve as additional capacity and studio space for the Dance Center.

Pursuant to Sec. 60-554, the use has been classified as "artist studios, performing art center", which is permitted in T-4.2B as a special exception. In accordance with Sec. 60-1278, site plan review is required for all uses permitted by special exception. The application will be reviewed under Chapter 60 Article XVI Division 2 – Site Plan and Division 3 – Special Exception. Additionally, in accordance with Sec. 60-556 – the application is a discretionary plan type and requires review and action by the planning board.

DRAFT

Base zoning district:
Traditional Neighborhood (T-4.2B)

Overlay zoning district(s):
N/A

Other relevant regulatory districts:
N/A

List of materials submitted at each stage of the application process:

Materials submitted for the November 10, 2026 Planning Board Meeting:

Documents Submitted July 20, 2026

City of Auburn Development Review Application submitted by Platz Associates on behalf of the Dance Center LA LLC dated July 20, 2026

Development Review Checklist

Site Plan dated June 1, 2026

Construction notes dated June 1, 2026

Documents Submitted August 10, 2026

City of Auburn Development Review Application submitted by Platz Associates on behalf of the Dance Center LA LLC dated July 20, 2026.

Development Review Checklist

Form Based Code Checklist

Site Plan dated June 1, 2026

Construction notes dated June 1, 2026

Quitclaim Deed dated July 24, 2020

Topographic & Utility Plan dated June 1, 2026

Building renderings dated August 9, 2026

Soils memo dated July 24, 2026

Test pit logs dated June 24, 2026

Documents Submitted September 14, 2026

Cover memo and table of contents dated September 14, 2026

City of Auburn Development Review Application submitted by Platz Associates on behalf of the Dance Center LA LLC dated July 20, 2026.

DRAFT

Development Review Checklist

Quitclaim Deed dated July 24, 2020

Boundary Survey dated March 30, 2026

Site Layout and Landscaping Plan dated September 9, 2026

Topographic and Utility Plan dated September 9, 2026

Erosion Control Plan and Details dated September 3, 2026

Construction Notes and Details dated September 9, 2026

Building renderings dated August 9, 2026

Lighting details

Test pit logs dated June 24, 2026

Auburn Sewer and Water District letter dated August 31, 2026

Financial capacity letter from Bangor Savings Bank dated August 31, 2026

Documents Submitted October 19, 2026

Cover memo and table of contents dated October 19, 2026

Surrounding photos of site

Form Based Code Checklist

City of Auburn Development Review Application submitted by Platz Associates on behalf of the Dance Center LA LLC dated September 16, 2026.

Development Review Checklist

Quitclaim Deed dated July 24, 2020

Boundary Survey dated March 30, 2026

Site Layout and Landscaping Plan dated October 19, 2026

Topographic and Utility Plan dated October 14, 2026

Erosion Control Plan and Details dated October 7, 2026

Construction Notes and Details dated October 7, 2026

Building renderings

Lighting details

Test pit logs dated June 24, 2026

Auburn Sewer and Water District letter dated September 22, 2026

DRAFT

Plumbing and wastewater capacity memo dated October 6, 2026

Financial capacity letter from Bangor Savings Bank dated August 31, 2026

Date(s) on which the Board met to consider the application:
November 10, 2026

Date(s) on which the Board conducted a public hearing on the application:
November 10, 2026

Brief description of substantive materials and testimony received at the public hearing:

List of public comment via letters and email.

List of staff reports
Staff memo prepared by Sam Peikes; Planning Coordinator dated November 3, 2026

DRAFT

City of Auburn, Maine
Office of Planning & Permitting
60 Court Street | Auburn, Maine 04210
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Conclusions of Law

Planning Board Jurisdiction

Ordinances:

Auburn Zoning Ordinance, Chapter 60 Article XVI, Division 2 – Site Plan and Division 3 – Special Exception, Article IV, Division 14 – Form Based Code

Permits Required:

Building permit

Planning Board Approval Criteria

(Zoning Ordinance Sec. 60-1277, Sec. 60-1304 and Sec. 60-1336)

Site Plan Review – Sec. 60-1277

(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;
   a. The proposed development will protect 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;
   a. The proposed development will provide for convenient and safe vehicular and pedestrian movement within the site and in relation to adjacent areas.

(3) Adequacy of the methods of disposal for wastes; and
   a. The proposed development will ensure adequate provisions are made for solid waste disposal.

(4) Protection of environment features on the site and in adjacent areas.
   a. The proposed development will protect against environment features on the site and in adjacent areas.

DRAFT

Site Plan Review – Sec. 60-1304

(1) A finding and determination that the proposed project will constitute a suitable development and will not result in a detriment to the neighborhood or the environment.
   a. The proposed development will constitute a suitable development and will not result in a detriment to the neighborhood or environment.

Special Exception – Sec. 60-1336

(1) That the special exception sought fulfills the specific requirements, if any, set forth in the zoning ordinance relative to such exception.
   a. The proposed development fulfills the requirements for special exception and other requirements pursuant to Chapter 60 Article IV, Division 12 and Article XVI, Division 2 – Site Plan and Division 3 – Special Exception and Division 14 – Form Based Code.
(2) That the special exception sought will neither create nor aggravate a traffic hazard, a fire hazard or any other safety hazard.
   a. The proposed development 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.
   a. The proposed development 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.
   a. The proposed development 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.

DRAFT

a. The proposed development complies with all dimensional and design standards in the Form Based Code under Sec. 60-548B.1., Sec. 60-548B.2. and Sec. 60-548B.3.

(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.
   a. The standards imposed for the proposed development are at least as stringent as those elsewhere imposed by the city building code and 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.
   a. The proposed development will provide for essential city services without disrupting the city's master development plan.

Decisions

Date Application Accepted as Complete for Review:

October 20, 2026

Waiver(s) Granted:

The City Engineer granted the applicant's waiver request from Sec. 46-233 Traffic Impact Analysis October 7, 2026

Decision(s) voted on by Planning Board:

Final Plan Approval Date:

Conditions for Final Approval:

_____ _____
Chair, Planning Board *Date*

DRAFT

PLATZ ASSOCIATES
Since 1980 Architects • Engineers Construction Managers
www.platzassociates.com

Two Great Falls Plaza
Auburn, Maine 04210
tel (207) 784 2941
fax (207) 784 3856

James A. Platz, P.E.
Thomas H. Platz, AIA

Sam Peikes
Planning Coordinator, City of Auburn
60 Court Street
Auburn, ME 04210
speikes@auburnmaine.gov

October 19, 2026

RE: Special Exception | Planning Board Review for proposed new building "The Dance Center Annex " located at 16 Western Avenue

Dear Sam,

The general goal of this memo is to submit required criteria supporting the applicant's application request for special exception review , complying with zoning requirements for zone T4.2B, the project The Dance Center Annex, as follows:

Documents for submission / review

- Introduction / memo letter
  - Narrative of project
  - Criteria for Special Exception Review
  - Criteria for Planning Board Review
- Planning Board | special Exception application
- Property Deed
- Drawings |Plans
  - Boundary retracement Survey & Existing Conditions / Topographic Survey
  - Site Layout & Landscaping Plan
  - Topographic And Utility Plan
  - Erosion Control Plan and Details
  - Construction Notes and Details
  - Proposed Exterior Renderings
- Exterior Lighting Cutsheet
- Geotech – soil bearing capacity Study
- Adequacy of Sewage capacity – ASWD Letter
- Financial Capacity (revised)

The Project Narrative

The Project is to build a Dance Studio Annex building, classified as "artist studios, performing art center". The applicant wishes to clarify for record, the building's IBC 2021 / NFPA 101 code classification is assembly, limited in occupancy based on 15sqft / person and will not conduct "performances".

The proposed building is to further expand the business offerings of the Dance Center as a whole. The Annex building is programmatically comprised predominantly with one large dance studio, supporting: restrooms based on occupancy count no more than 149 persons, a small office, mechanical room, all accessed from a small main entry lobby. The building is equipped with two means of egress.

The proposed building is to be constructed as a single story wood frame saltbox building shape, with an entry facing the existing dance center, and another as a rear exit. The building's saltbox design provides a "high" wall on western avenue to accommodate large windows, bringing sunlight and visual street presence of their use. The building is 72ft x 44ft and approx. 23-25 feet tall at its roof peak.

Exterior improvements are limited to modifications to:

1. Existing parking adapted for added handicapped parking spaces
2. Sidewalks to parking stalls
3. Sidewalk to Western Avenue complying with ADA
4. Stormwater collection shallow swales
5. New / improved lawn / open space

Review Criteria Sec 60-1277 and Sec 60-1304(1)

Sec 60-1277

Objective

(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

- ***a.*** Proposed project will protect adjacent areas, provide adequate drainage, buffers consistent with landscape, directional lighting, acoustic control construction of the building, will not add dust during its use, dust and sound will be controlled during construction to work hours
- ***b.*** Vehicular and pedestrian movement is provided for the safe passage on andd off site
- ***c.*** See attached confirming of Adequacy of Sanitary sewage. Owner will continue to collect and dispose of trash/waste on a daily basis. No dumpster is provided on site.
- ***d.*** Proposed deign provides for the continued protection of environmental features on site and adjacent areas

Sec 60-1300 See Plans

Sec 60-1304 (1)

(1) A finding and determination that the proposed project will constitute a suitable development and will not result in a detriment to the neighborhood or the environment;

a. The project is a suitable development and will not result in a detriment to the neighborhood or the environment

Pursuant to criteria established in article XVI Special Exceptions Section 60-1336 of the zoning ordinance, the applicant offers the following information:

(a)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.

- The proposed Dance Studio Annex requires a special exception review and fullfills zoning ordinance requirements. The Dance Studio Annex will be built adjacent to their existing facility.

(2) That the special exception sought will neither create nor aggravate a traffic hazard, a fire hazard or any other safety hazard.

- The proposed Dance Studio will not create nor aggravate a traffic hazard, a fire or safety hazard.
    - The proposed traffic will not impact existing on site traffic due to different schedules (daily and weekly)

      TRAFFIC COUNTS
      The existing facility trips are drop offs, parents drop their child/ren and pick up within 4 hours later.
      The maximum number of classes per day is 2. Each class is composed of 10-12 students / trips per class. The total vehicle trips = 24 max trips / day.
      Staff trips is 2 per day.

      The proposed annex, 1 training / practice session per night, 10-15 dancers (1 I instructor) / evening. Total trips per evening 15 max.
      Arrival and departure between facility / classes will not occur.

    - Based on the above traffic counts are below 100 trips /day, the applicant requests a waiver from conducting an engineered traffic study. Refer to City Engineer review / comments

(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.

- The proposed project will not block / 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.

- *The proposed building's architecture will be aligned with the existing facility and will not tend depreciate the value of the 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.

- The proposed project land use is both reasonable and adequate and do not adversely impact the context of the site for the provisions of: green space/ landscaping, building separation, building/massing, on-site walkways, parking, stormwater management, sewage disposal, water supply and fire safety.
  - The applicant provides care and maintenance to the site's building, parking, greenspace all year around.

(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.

- The proposed Project will meet city / state building code requirements (MUBEC) and 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.

- The existing site / building /business is currently provided essential services . The proposed Dance Studio Annex will not adversely impact or require additional essential services

Development Review Application

A. Plan Requirements
   a. Refer to Submission Documents

Noted amendments/ responses within the application as follows:

1. The Dance Center requests a waiver of the runoff / stormwater analysis for the site based on the following rationale:

   In order to not impact existing stormwater runoff rates, predevelopment, The New Dance Center Annex building's water shed- runoff, from the building's roof, has been designed to be captured by roof gutters and a small swale to a new culvert inlet which discharges directly into an adjacent city catch basin on Western Avenue. In conclusion, rerouting a portion of the site's runoff to the catch basin in Western Avenue will actually reduce the surface water runoff a t low spot at the rear of the site.

   a. Refer to plans

b. The project will require a performance guarantee, approved by the city engineer, for ROW improvements / connects prior to issuance of construction permit(s).

2. Erosion and Sediment control practices shall comply with City of Auburn / DEP standard construction required erosion and sediment control practices.
    a. Refer to plans
3. The Proposed Dance Center Annex construction will be wood frame, approx. 44x72feet, by approx. 23-25 feet in height. The building's façade will be composed of board and batten, and nickel gap vertical siding with large westerly windows fronting on Western Avenue, within a salt box style asphalt roof shaped building.
    a. Refer to plans
    b. The architectural style will be similar to the existing adjacent Dance Center's façade, and complimentary to area residential buildings, attached renderings.
    c. The exterior Lighting will be small fixtures on the southern and western side of the building, enhancing its "street appeal". The light fixtures will project up and down, not toward the street or abutters. The light will not cast skyward due to the building's extended Architectural roof overhang.
        i. Lighting operation / use : dusk till closing – controlled by daylight sensor
    d. The applicant requests a waiver on the traffic study, for the following reasons:
        i. The traffic existing and proposed will remain mostly unchanged, due to the staggered non conflicting schedules and demographics of the users between both facilities.
        ii. The hours of operation are 3pm to 9pm Monday through Friday, and 8am to noon on Saturdays.
        iii. The existing facility is to support young dancer /students, typically dropped off by the parents. The young dancers are dropped off for 3pm classes, classes end at 7pm and parents pick up promptly at 7pm , similarly on Saturday; 8am to noon.
        iv. The Dance Center Annex will support older dancers who will be using their own transportation. The annex Schedule will be from 3:30 pm to 9pm weeknights.
        v. TRAFFIC COUNTS
            1. The existing Dance studio
            - The existing facility trips are drop offs, parents drop their child/ren and pick up within 4 hours later.
            - The number of classes per day is 2.
            - Each class is composed of 10-12 students / trips per class.
            - The total vehicle trips = 24 max trips / day scheduled.
            - Staff trips is 2 per day.

            2. The proposed annex
            - 1 training / practice session per night
            - 10-15 dancers (1 I instructor) / evening.
            - Total trips per evening 15 max.

        Arrival and departure conflicts between facility / classes will not occur.

vi. Based on the above traffic counts, below 100 trips /day, the applicant requests a waiver from conducting an engineered traffic study

Compliance with Form Based Code Design Standards

Non-confirming Lot Criteria – Compliance and documentation

The existing lot does not meet the lot width requirements under Sec 60-548b.1. The minimum lot width requirement is 24 feet and the maximum lot width requirement is 120 feet. The lot has approximately 350 feet of width off of Wester Avenue. In accordance with Sec.60-78, any lawfully nonconforming use of building or land which was established prior to September 14, 1960 maybe continued in the same kind and manner and to the extent as at the time it became lawfully nonconforming. The lot was created in 1889 and is therefore legally nonconforming. This report presents its formal documentation of record as a legally nonconforming lot.

Section 60-548B.1

Front setback: Principal:	Existing To remain ; does not exceed 25 feet
	Proposed set back to 25 feet
Side Setback:	5ft min (project Exceeds 5ft min)
Rear Setback:	10 ft Min (project exceeds 10 ft min
Building lot coverage	70% Max Does not exceed (combined buildings) 56.4%
Useable Open Space	10% min) project provides min 10%
Frontage Build-out	60% min – does not apply ; *Per section 60-548b.1 building placement and configuration T4.2B Frontage build out - this provision does not apply to developments with private shared access ways to more than one structure. This project has private shared access driveways to more than one structure*
Lot Width	24ft min/120 ft/max
Principal Building configuration	
Building Width	14ft min / 110ft max
Building Height	1 story min/ 3 story Max

Section 60-548B.2

Building Frontage Types: Common yard: porch, stoop and storefront. Stoop and extended roof overhang is provided

Building Entries : Primary entry is near front on end from shared access drive

Building Envelope Articulation

Ground story Building Frontage Façade : Commercial style windows / doors along Western Avenue comprise more than 40% and less than the max 90% for the Western Avenue frontage.

Upper story building Frontage Façade: N/a single story building.

Ground Story Finished floor elevation : is at Sidewalk grade on site and also provides sidewalk access to Western avenue

Frontage Façade Wall – no lengths of blank wall exceed 10feet:

Frontage walls do not have blank walls exceeding 10 feet, refer to Elevations and Renderings

Section 60-548B.3 External Elements

Front Yard fence / wall opening ; No new fence.

Owner agrees if City wishes to extend sidewalk, reducing driveway curb cut to vehicle 2 way entry and adjacent to new building, driveway exit, maintain width to support parking in front of existing Dance Studio, so as to accommodating / maintain existing vehicle movements

Building Projections:

Extended roof overhang(s) on all sides and Specifically along Western Avenue and the front Entrance. The roof overhang/eave are a maximum 18" inches into the front setback. Rationale : This is to align with the Existing Dance Center's architectural elements.

Porch /stoop encroachments: N/A

Garages: N/A

Driveways: Driveways are paved, maintained and parking is stripped

Landscaping: Landscaping is to be lawn where not paved or building and sidewalk not built.

Foundation planting: The design rationale is to provide lawn / grass

The applicant / Owner enjoys a long successful history serving the Auburn – Lewiston area. This project will enhance their services and promote the City 's arts and entertainment for all ages.

We hope this is helpful information and we look forward to your review of our application, should you require any additional information or would like to meet please contact Us at your earliest convenience. We look forward to presenting to the city's Planning board. We also appreciate the Staffs support and assistance in bring this project forward, and we welcome your recommendations.

Sincerely,



Daniel C Moreno, NCARB, AIA
Maine licensed Architect

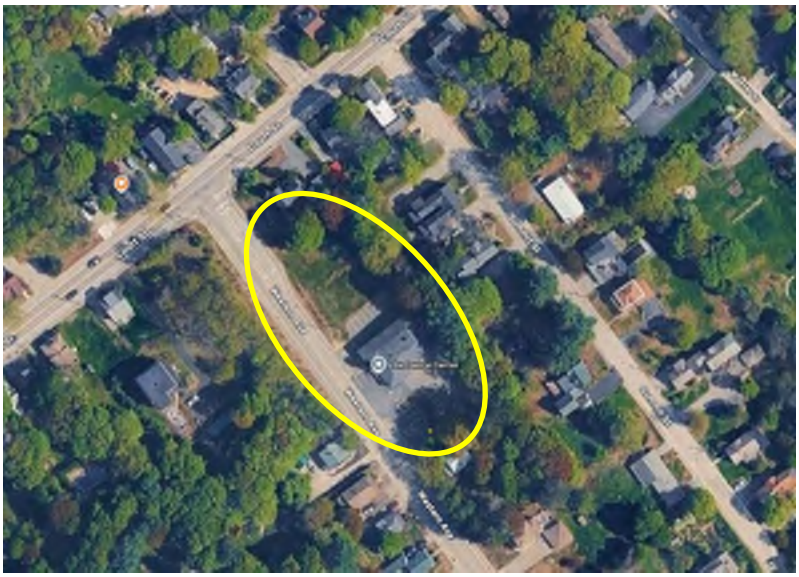
Enclosed

Noted applications and exhibits

VIEW WESTERLY ON WESTERN AVENUE



VIEW FROM SATELITE PROJECT SITE ON WESTERN AVENUE



VIEW EASTERLY ON WESTERN AVENUE



CITY OF AUBURN

Form Based Code Compliance Checklist

Property Location:	**16 WESTERN AVENUE**	PID #:	**239-226**
Transect District:	**T-4.2B TRADITIONAL NEIGHBORHOOD** (List)		**DEVELOPMENT DISTRICT**
Owner:	**16 WESTERN AVE, LLC**	Contact Info:	**ITPULLEN@GMAIL.COM**
Plan Type: (Circle)	Site Plan Review, Special Exception, Subdivision, Staff Review		**207-576-6107**
Reviewed By:	Staff, Plan Review Group, Planning Board		

Complies With:		**Required**	**Complies**	**Not Comply**	**N/A**
	Intent and Purpose	X	**X**		
Plan Requirements:			**X**		
	Surrounding Info (Photos, Mapping, Sketches)	X	**X**		
	Topographic Info (FP, Steep Slopes)	X	**X**		
	Elevations	X	**X**		
	Materials		**X**		
	Fencing				**X**
	Signage				**X**
Building Placement:					
	Front Set-Back (Principal Street)	X	**X**		
	Front Set-Back (Secondary Street)	X			**X**
	Side Yard Set-Back	X	**X**		
	Rear Yard Set-Back	X	**X**		
	Building Coverage	X	**X**		
	Useable Open Space	X	**X**		
	Frontage Build-Out	X	**X**		
	Lot Width (Min./Max)	X	**X**		
	Building Width	X	**X**		
	Building Height	X	**X**		
	Frontage Type	X	**X**		
	Primary Entrance on Front	X	**X**		
	Ground Story Windows and Doors Coverage	X	**X**		
	Upper Story Windows Coverage	X			**X**
	Ground Floor Elevation (Residential/Commercial)	X	**X**		
	Front Facade Wall	X	**X**		
External Elements:					
	Front Yard Fence	Optional			**X**
	Projections	Optional	**X**		
	Driveway Location	X	**X**		
	Parking Location	X	**X**		
	Accessory Building(s)	Optional			**X**
	Landscaping	Optional	**X**		
	Sidewalk	X	**X**		
Proposed Use:					
	Residential, Commercial ,Mixed-Use	X	**X**		
	Parking Requirement-	X	**X**		

PROJECT DATA

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

IMPERVIOUS SURFACE AREA/RATIO

Existing Total Impervious Area	21,890	sq. ft
Proposed Total Impervious Area	25,940	sq. ft.
Proposed Impervious Net Change	4050	sq. ft.
Impervious surface ratio existing	47.2	% of lot area
Impervious surface ratio proposed	56.0	% of lot area

BUILDING AREA/LOT COVERAGE

Existing Building Footprint	4823 (ex. bld.)	sq. ft.
Proposed Building Footprint	3168 (new bld.)	sq. ft.
Proposed Building Footprint Net change	3168 (new bld.)	sq. ft.
Existing Total Building Floor Area	4823 (ex. bld.)	sq. ft.
Proposed Total Building Floor Area	3168 (new bld.)	sq. ft.
Proposed Building Floor Area Net Change	7991 (combined)	sq. ft
New Building	yes	(yes or no)
Building Area/Lot coverage existing	10.4	% of lot area
Building Area/Lot coverage proposed	17.2	% of lot area

ZONING

Existing	T-4 2B
Proposed, if applicable	

RESIDENTIAL, IF APPLICABLE

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

PARKING SPACES

Existing Number of Parking Spaces	38
Proposed Number of Parking Spaces	-1
Proposed Total Parking Spaces	37

ESTIMATED COST OF PROJECT: $500,000 +/-

DELEGATED REVIEW AUTHORITY CHECKLIST

SITE LOCATION OF DEVELOPMENT AND STORMWATER MANAGEMENT

Existing Impervious Area	21,890	sq. ft.
Proposed Disturbed Area	10050 (project area)	sq. ft.
Proposed Impervious Area	4050 (new area)	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 (Since July 1, 1997) waiver request passenger car equivalents (PCE)

Total traffic estimated in the peak hour-proposed (Since July 1, 1997) waiver request 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

Min Lot Area	n/a	/	n/a
Street Frontage	24' min.	/	120' max.
Min Front Yard	5' min.	/	25' max.
Min Rear Yard	10' min.	/	
Min Side Yard	5' min.	/	
Max. Building Height	3 story	/	
Use Designation		/	
Parking Requirement	1 space/ per dwelling unit		
Total Parking:		/	
Overlay zoning districts (if any):		/	/

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:** 09/16/2026

City of Auburn, Maine
Office of Planning & Permitting
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: THE DANCE CENTER ANNEX
PROPOSED DEVELOPMENT ADDRESS: 16 WESTERN AVENUE
PARCEL #: 239-226

Required Information		*Check when Submitted*		*Additional Comments*
Site Plan: Sec. 60-1301		***Applicant***	***Staff***	
	Sec. 60-1301(1): Name and address of owner and developer	×		
	Sec. 60-1301(2): Names of development, scale and meridian arrow	×		
	Sec. 60-1301(3): Name and addresses of all owners of record of all adjacent property	×		
	Sec. 60-1301(4): Current zoning boundaries and 100-year floodplain boundaries	×		
	Sec. 60-1301(5): Easements; rights-of-way	×		
	Sec. 60-1301(6): Topographic map of the site	×		
	Sec. 60-1301(7): Location of watercourses, wetlands, marshes, surface water, rock outcroppings, wooded areas, etc.	×		
	Sec. 60-1301(8): Location of buildings existing on the tract to be developed	×		
	Sec. 60-1301(9): Locations of water mains, sewer mains, wells, fire hydrants, culverts, drains, pipe sizes, grads and direction	×		
	Sec. 60-1301(10): Existing soil conditions and soil suitability test results	×		
	Sec. 60-1301(11): Location of proposed buildings	×		
	Sec. 60-1301(12): Proposed traffic circulation system	×		
	Sec. 60-1301(13): Location of existing and proposed public utility lines	×		

Required Information		*Check when Submitted*		*Additional Comments*
Stormwater & Erosion Control Plan: Sec. 46-209		*Applicant*	*Staff*	
	Sec. 46-209(a)(1): Erosion and sedimentation control plan	x		
	Sec. 46-209(a)(3) a.: A stormwater management plan for 24-hour, 2, 10 and 25-year frequencies	n/a		
	Sec. 46-209(a)(3) b.: Stormwater quality	n/a		
	Sec. 46-209(b)(1) a.: Location map with the boundaries of development	x		
	Sec. 46-209(b)(1) b.: USGS topographic map	waive		
	Sec. 46-209(b)(1) c.: A topographic map for the project showing predevelopment contours, post development contours, etc.	x		
	Sec. 46-209(b)(1) d.: SCS medium intensity soils map	waive		
	Sec. 46-209(b)(1) e.: A high intensity soil survey	waive		
	Sec. 46-209(b)(2) a.: Description of the development	x		
	Sec. 46-209(b)(2) b.: Description of stormwater handling	pipe to CB		see memo
	Sec. 46-209(b)(2) c.: Description of erosion and sedimentation control	x		see memo
	Sec. 46-209(b)(2) d.: Schedule of construction			NOV 2026
	Sec. 46-209(b)(2) e.: A description of inspection and maintenance for sediment and erosion control measures			see memo
	Sec. 46-209(b)(3) a.: Detailed drawings of any structural practices used			
	Sec. 46-209(b)(3) b.: Calculations for stormwater management practices	waive		see memo
	Sec. 46-209(b)(3) c.: Calculations for sediment and erosion control practices	see plans		

	Sec. 60-1301(14): Site developments requiring stormwater permits required plan	X		
	Sec. 60-1301(15): Location and design of proposed off-street parking and loading areas	X		
	Sec. 60-1301(16): Proposed location and direction of outdoor lighting	X		
	Sec. 60-1301(17): Existing and proposed planting, fences and walls, including landscaping and screening	X		
	Sec. 60-1301(18): Location, size, design and manner of illumination of signs	X		
	Sec. 60-1301(19): Disposal of sewage, trash, solid waste	X		
	Sec. 60-1301(20): Perimeter boundaries of the site with bearings, distances and radii of curves including the name and seal of the registered land surveyor who prepared the plan	X		
	Sec. 60-1301(21): Description and plan of capacity and location of means of sewage disposal	X		
	Sec. 60-1301(22): A statement of the amount of area of land involved in the site	X		
	Sec. 60-1301(23): Description and plan of a phase development concept			N/A
	Sec. 60-1301(24): Demonstration of financial capacity	X		

Required Information		*Check when Submitted*		*Additional Comments*
Traffic Impact Analysis: Sec. 46-235		*Applicant*	*Staff*	
	Sec. 46-235(a)(1) a.: Exact physical location of the proposed development	x		
	Sec. 46-235(a)(1) b.: Physical characteristics	lawn		
	Sec. 46-235(a)(1) c.: Existing land uses	dance school		
	Sec. 46-235(a)(1) d.: Land uses of adjacent property	residential		
	Sec 46-235(a)(2): Proposed land use	dance school		
	Sec. 46-235(b)(1) a.: Current and proposed street network	x		
	Sec. 46-235(b)(1) b.: Geometrics and characteristics			**N/A**
	Sec. 46-235(b)(1) c.: Intersection traffic control			**N/A**
	Sec. 46-235(b)(1) d.: Signal timing and system operation at signalized intersections			**N/A**
	Sec. 46-235(b)(1) e.: Existing or proposed intersection and development access points and configurations	**X**		
	Sec. 46-235(b)(1) f.: Existing and proposed rights-of-way	x		
	Sec. 46-235(b)(1) g.: Available hourly traffic counts	**X**		
	Sec. 46-235(b)(1) h.: Peak period turning movements at critical intersections			
	Sec. 46-235(b)(1) i.: Accident information			
	Sec. 46-235(b)(1) j.: Transit routes/headways			
	Sec. 46-235(b)(1) k.: Transit stops/station locations			
	Sec. 46-235(b)(2) a.: Comprehensive transportation plan			
	Sec. 46-235(b)(2) b.: Future improvements			
	Sec. 46-236: Traffic Movement Permit	**WAIVED**		

NOT AN OFFICIAL COPY

DLN: 1002040103092

QUITCLAIM DEED WITH COVENANT

THE DANCE CENTER LLC, a Maine limited liability company of Auburn, County of Androscoggin, State of Maine, for consideration paid, **grants** to **16 WESTERN AVE, LLC**, a Maine limited liability company with a mailing address of 2 Death Valley Road, Minot, ME 04258, with **quitclaim covenant** real estate situated at **16 Western Avenue, Auburn**, Androscoggin County, State of Maine, more particularly described as follows:

PARCEL ONE: Certain lots or parcels of land situated on the easterly side of Western Avenue in the City of Auburn, County of Androscoggin and State of Maine, and being Lots #19, and #20 and a strip of land eighteen (18) feet off of the southerly side of lots #17 and #18, bounded and described as follows: Beginning at the southwesterly corner of Lot #18; thence running northerly along Western Avenue eighteen (18) feet; thence easterly by line eighteen (18) feet northerly from and parallel to the northerly line of lot #19, to the easterly line of lot #17; thence southerly by the easterly line of lot #17, to the northerly line of lot #19; thence westerly by the northerly line of lot #19 to the point of beginning.

All of said lots are delineated on a plan of land in Auburn, Maine, belonging to W. Haskell, made in accordance with a survey by Kenway Brothers, July 1, 1874, and recorded in the Androscoggin County Registry of Deeds in Book of Plans, Vol. 1, No. 40, now Vol. 1, Book 2, Page 35.

PARCEL TWO: Also, certain lots or parcels of land, situated in the City of Auburn, County of Androscoggin and State of Maine, bounded and described as follows to wit: three (3) certain lots of land between Grove Street and Western Avenue, and being Lots #21, 22 and 23 on plan entitled "Plan of Land in Auburn, Maine, belonging to W. Haskell, made by Kenway Brothers, dated July 1, 1874 and recorded in the Androscoggin County Registry of Deeds in Book of Plans, Vol. 1, No. 40, now Vol. 1, Book 2, Page 35, to which plan and record reference is hereby made for a more particular description of the premises hereby conveyed.

FOR SOURCE OF TITLE, see a Quitclaim Deed with Covenant Corrective Deed from the City of Auburn to The Dance Center LLC dated June 15, 2017, recorded in said Registry of Deeds in Book 9622, Page 226.

NOT AN OFFICIAL COPY

IN WITNESS WHEREOF, **The Dance Center LLC** has caused this instrument to be signed and sealed by Elizabeth H. Hansen, its sole Member, thereunto duly authorized, as of this 24th day of July, 2020.

NOT AN OFFICIAL COPY

Witness

THE DANCE CENTER LLC

By _____
Elizabeth H. Hansen, its sole Member

STATE OF MAINE
ANDROSCOGGIN, SS.

July 24, 2020

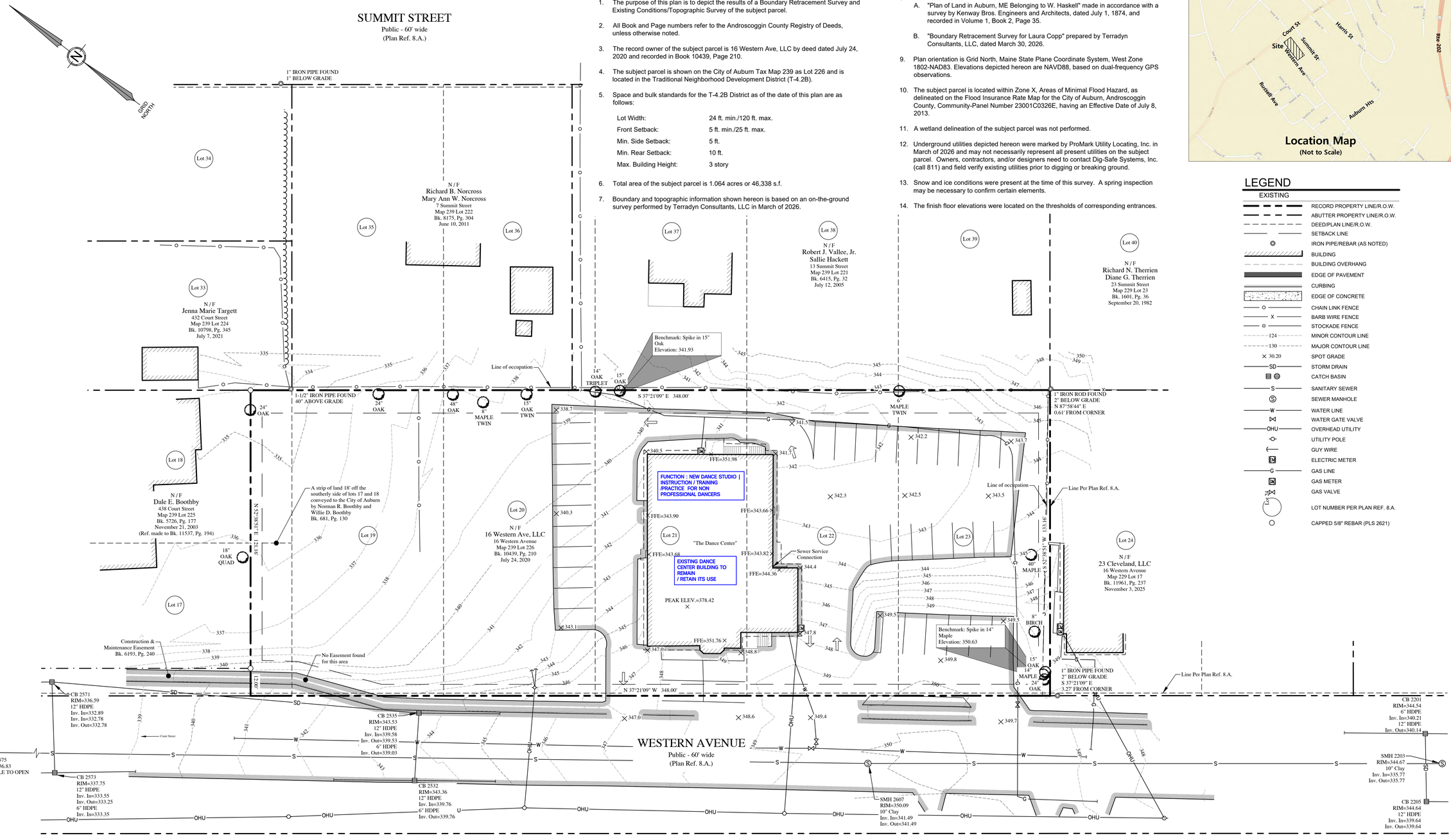
Then personally appeared before me the above-named **Elizabeth H. Hansen** and acknowledged the foregoing instrument to be her free act and deed in her said capacity and the free act and deed of said company.

_____
Attorney-at-Law/Notary Public

MARC N. FRENETTE
Notary Public-Maine
My Commission Expires
October 09, 2021

Printed Name: Marc Frenette

Maine Real Estate Transfer Tax Paid
TINA M. CHOUINARD, REGISTER
ANDROSCOGGIN COUNTY MAINE E-RECORDED



GENERAL NOTES

1. The purpose of this plan is to depict the results of a Boundary Retracement Survey and Existing Conditions/Topographic Survey of the subject parcel.
2. All Book and Page numbers refer to the Androscoggin County Registry of Deeds, unless otherwise noted.
3. The record owner of the subject parcel is 16 Western Ave, LLC by deed dated July 24, 2020 and recorded in Book 10439, Page 210.
4. The subject parcel is shown on the City of Auburn Tax Map 239 as Lot 226 and is located in the Traditional Neighborhood Development District (T-4.2B).
5. Space and bulk standards for the T-4.2B District as of the date of this plan are as follows:

Lot Width:	24 ft. min./120 ft. max.
Front Setback:	5 ft. min./25 ft. max.
Min. Side Setback:	5 ft.
Min. Rear Setback:	10 ft.
Max. Building Height:	3 story

6. Total area of the subject parcel is 1.064 acres or 46,338 s.f.
7. Boundary and topographic information shown hereon is based on an on-the-ground survey performed by Terradyn Consultants, LLC in March of 2026.
8. Plan References:
   A. "Plan of Land in Auburn, ME Belonging to W. Haskell" made in accordance with a survey by Kenway Bros. Engineers and Architects, dated July 1, 1874, and recorded in Volume 1, Book 2, Page 35.
   B. "Boundary Retracement Survey for Laura Copp" prepared by Terradyn Consultants, LLC, dated March 30, 2026.
9. Plan orientation is Grid North, Maine State Plane Coordinate System, West Zone 1802-NAD83. Elevations depicted hereon are NAVD88, based on dual-frequency GPS observations.
10. The subject parcel is located within Zone X, Areas of Minimal Flood Hazard, as delineated on the Flood Insurance Rate Map for the City of Auburn, Androscoggin County, Community-Panel Number 23001C0326E, having an Effective Date of July 8, 2013.
11. A wetland delineation of the subject parcel was not performed.
12. Underground utilities depicted hereon were marked by ProMark Utility Locating, Inc. in March of 2026 and may not necessarily represent all present utilities on the subject parcel. Owners, contractors, and/or designers need to contact Dig-Safe Systems, Inc. (call 811) and field verify existing utilities prior to digging or breaking ground.
13. Snow and ice conditions were present at the time of this survey. A spring inspection may be necessary to confirm certain elements.
14. The finish floor elevations were located on the thresholds of corresponding entrances.

Location Map
(Not to Scale)

LEGEND

EXISTING

- RECORD PROPERTY LINE/R.O.W.
- ABUTTER PROPERTY LINE/R.O.W.
- DEED/PLAN LINE/R.O.W.
- SETBACK LINE
- IRON PIPE/REBAR (AS NOTED)
- BUILDING
- BUILDING OVERHANG
- EDGE OF PAVEMENT
- CURBING
- EDGE OF CONCRETE
- CHAIN LINK FENCE
- BARB WIRE FENCE
- STOCKADE FENCE
- MINOR CONTOUR LINE
- MAJOR CONTOUR LINE
- SPOT GRADE
- STORM DRAIN
- CATCH BASIN
- SANITARY SEWER
- SEWER MANHOLE
- WATER LINE
- WATER GATE VALVE
- OVERHEAD UTILITY
- UTILITY POLE
- GUY WIRE
- ELECTRIC METER
- GAS LINE
- GAS METER
- GAS VALVE
- LOT NUMBER PER PLAN REF. 8.A.
- CAPPED 5/8" REBAR (PLS 2621)

GRAPHIC SCALE
20 0 10 20 40
(IN FEET)
1 INCH = 20 FT.

SURVEYOR'S CERTIFICATION

This survey was performed under my direct supervision, and, to the best of my knowledge and belief, it was done in accordance with Chapter 90, Part 1 (Professional Standards of Practice) and Part 2 (Technical Standards of Practice) of the Maine Board of Licensure for Professional Land Surveyors,

Except as Follows:

1. Survey Report Limited to Notes on the Plan
2. No Deed Description to Date

Plan Prepared by: _____
Nicholas Raciopi, PLS #2621

STATE OF MAINE
Androscoggin County Registry of Deeds
Received _____, 20___
At ___h ____m ____M. and recorded in
Plan Book _____ Page _____
Attest _____
Registrar

STATE OF MAINE
NICHOLAS RACIOPPI
No. 2621
PROFESSIONAL LAND SURVEYOR

NO.	DATE	REVISIONS

ADDRESS: 41 CAMPUS DRIVE, SUITE 301 NEW GLOUCESTER, ME 04260
PHONE: (207) 926-5111
WEB SITE: www.terradynconsultants.com

TERRADYN CONSULTANTS, LLC
Civil Engineering | Land Surveying | Geomatics
Stormwater Design | Land Planning | Environmental Permitting

PROJECT: THE DANCE CENTER PARCEL
16 WESTERN AVENUE, AUBURN, MAINE

SHEET TITLE: BOUNDARY RETRACEMENT SURVEY & EXISTING CONDITIONS/TOPOGRAPHIC SURVEY

CLIENT & OWNER OF RECORD: 16 WESTERN AVE, LLC
16 WESTERN AVENUE
AUBURN, MAINE 04210

DATE:	03/30/2026
SCALE:	1" = 20'
JOB NO:	26-42
SHEET:	1 OF 1

C:\OD\Terradyn Consultants\Project Folders - Documents\2026 Jobs\26-42 TDC LA 16 Western Ave Auburn\CAD\Survey\26-42 BD-EC.dwg

SITE NOTES

1) EXISTING CONDITIONS ARE BASED UPON A PLAN ENTITLED "BOUNDARY RETRACEMENT SURVEY & EXISTING CONDITION/TOPOGRAPHIC SURVEY", DATED MARCH 30, 2026, PREPARED BY TERRADYN CONSULTANTS, LLC.

2) ALL BOOK AND PAGE NUMBERS REFER TO THE ANDROSCOGGIN COUNTY REGISTRY OF DEEDS.

3) OWNER OF RECORD - 16 WESTERN AVE, LLC
DEED REFERENCE - BOOK 10439, PAGE 210 TAX MAP 239, LOT 226

4) THE PARCEL IS LOCATED IN THE T-4 2B ZONING DISTRICT.
BUILDING SETBACKS - FRONT = 5' min, , 25' max. , SIDE = 5' min. , REAR = 10' min.
MAXIMUM BUILDING HEIGHT = 3 STORY

5) THE PARCEL IS NOT LOCATED WITHIN A 100-YEAR FLOOD HAZARD AREA AS DELINEATED ON FLOOD INSURANCE RATE MAP COMMUNITY PANEL #2300IC 0326E, DATED JULY 8, 2013.

6) PER THE PLAN REFERENCED IN NOTE 1 (SHEET 1 OF THIS PLAN SET), THERE ARE NO EXISTING PLANNED OR PROPOSED EASEMENTS EASEMENTS OR RIGHTS OF WAY AFFECTING THIS PROPERTY OR PROJECT.

7) THERE ARE NO WATERCOURSES, WETLANDS OR MARSHES ON THE SITE.

8) EXISTING TREES ALONG THE PERIMETER OF THE LOT WILL REMAIN. THERE ARE NO TREES WITHIN THE PROJECT LIMITS.

9) BUILDING FOOTPRINT SHOWN IS NOT FOR BUILDING LAYOUT. REFER TO STRUCTURAL/ARCHITECTURAL DRAWINGS BY OTHERS.

10) EXTERIOR LIGHTING TO BE 'LN' TYPE AND WILL BE CAST UP, UNDER THE ROOF OVERHANG AND DOWN TOWARD THE GROUND. LIGHTS TO OPERATE FROM DUSK TO 10 PM, ALIGNED WITH OPERATING, CLASS, INSTRUCTION HOURS.

11) NO NEW SIGNAGE IS PLANNED FOR THIS PROJECT. IF THE OWNER DECIDES TO ADD SIGNAGE AT A LATER DATE, THEY WILL APPLY FOR A SIGN PERMIT AND COMPLY WITH CITY ORDINANCES.

12) PUBLIC SEWER AND WATER SERVICE IS EXISTING WITHIN 200' OF THE PROPERTY.

13) PROPOSED UTILITIES WILL BE PLACED UNDERGROUND.

14) THE SCOPE OF WORK RELATED TO WORK IN THE RIGHT OF WAY WILL REQUIRE A PERFORMANCE GUARANTEE, SIGNED & APPROVED PRIOR TO ISSUANCE OF A BUILDING PERMIT.

LEGEND

- BOUNDARY LINE (SUBJECT PARCEL)
- BOUNDARY LINE (OTHER PARCEL)
- N/F — NOW OR FORMERLY
- 2356/89 — BOOK AND PAGE NUMBER
- EXISTING SEWER MANHOLE
- EXISTING CATCH BASIN
- EXISTING GAS SHUT OFF VALVE
- EXISTING WATER SHUT OFF VALVE
- EXISTING CHAIN LINK FENCE
- EXISTING SEWER LINE
- EXISTING WATER LINE
- EXISTING STORM DRAIN LINE
- EXISTING UNDERDRAIN LINE
- EXISTING GAS LINE
- WALL MOUNTED EXTERIOR LIGHT
- EXISTING PAVEMENT
- EXISTING BUILDING
- NEW PAVEMENT
- NEW BUILDING

APPROVAL NOTES

1) APPROVAL MAY BE SUBJECT TO CONDITIONS, MODIFICATIONS AND RESTRICTIONS AS THE PLANNING BOARD MAY DEEM NECESSARY, AND ANY CONSTRUCTION, RECONSTRUCTION, ALTERATION OR ADDITION SHALL BE CARRIED ON ONLY IN CONFORMITY TO SUCH CONDITIONS, MODIFICATIONS OR RESTRICTIONS AND IN CONFORMITY WITH THE APPLICATION AND SITE PLAN.

2) APPROVAL OF A SITE PLAN SHALL EXPIRE ONE YEAR AFTER THE DATE OF APPROVAL, UNLESS ALL BUILDING PERMITS HAVE BEEN OBTAINED TO BEGIN CONSTRUCTION IN ACCORDANCE WITH THE APPROVED SITE PLAN. IF A DEVELOPMENT IS CONTESTED WITH LITIGATION, THE APPROVAL PERIOD OF THIS SECTION SHALL NOT COMMENCE UNTIL A FINAL, NONAPPEALABLE COURT JUDGMENT IS ISSUED OR UNTIL THE LITIGATION HAS BEEN DISMISSED WITH PREJUDICE. THIS PROVISION SHALL APPLY RETROACTIVELY TO ALL PROJECTS APPROVED AFTER JANUARY 1, 2007. ANY SITE PLAN THAT CONTAINS A PHASE CONCEPT APPROVED BY THE PLANNING BOARD SHALL NOT BE REQUIRED TO OBTAIN ALL BUILDING PERMITS WITHIN THE TIME SEQUENCE ESTABLISHED FOR COMPLETION OF EACH PHASE. NO BUILDING PERMITS OR OTHER PERMITS SHALL BE ISSUED UNTIL ALL IMPROVEMENTS ARE SUBSTANTIALLY COMPLETED FOR THE PRECEDING PHASE. A SINGLE ONE-YEAR EXTENSION MAY BE GIVEN UPON A SHOWING OF GOOD CAUSE IN WRITING BY THE APPLICANT TO THE PLANNING BOARD NOT LESS THAN 30 DAYS BEFORE THE EXPIRATION OF APPROVAL OF THE APPLICANT'S EXISTING PLAN. THE PLANNING BOARD SHALL APPROVE OR DISAPPROVE THE REQUESTED EXTENSION AT ITS NEXT REGULAR MEETING.

3) NO PERMIT SHALL BE ISSUED FOR THE CONSTRUCTION OF ANY BUILDING IN AN AREA INCLUDED IN THE SITE PLAN OR IN ANY DEVELOPMENT FOR WHICH A SITE PLAN IS REQUIRED UNTIL SUCH SITE PLAN HAS BEEN APPROVED BY THE PLANNING BOARD AND UNLESS THE CONSTRUCTION PLANS AND SPECIFICATIONS PRESENTED TO THE BUILDING INSPECTOR WITH THE APPLICATION FOR THE PERMIT ARE CONSISTENT WITH THE APPROVED SITE PLAN.

4) NO CERTIFICATE OF OCCUPANCY SHALL BE ISSUED WITH RESPECT TO ANY BUILDING UNTIL ALL CONSTRUCTION CALLED FOR BY THE SITE PLAN IS COMPLETED, EXCEPT BY SPECIAL PERMISSION OF THE PLANNING BOARD GRANTED UPON A SHOWING OF SPECIAL CIRCUMSTANCES WARRANTED THE ISSUANCE OF THE CERTIFICATE AND THAT THE REMAINING CONSTRUCTION WILL BE COMPLETED WITHIN A REASONABLE TIME.

SITE TABULATIONS

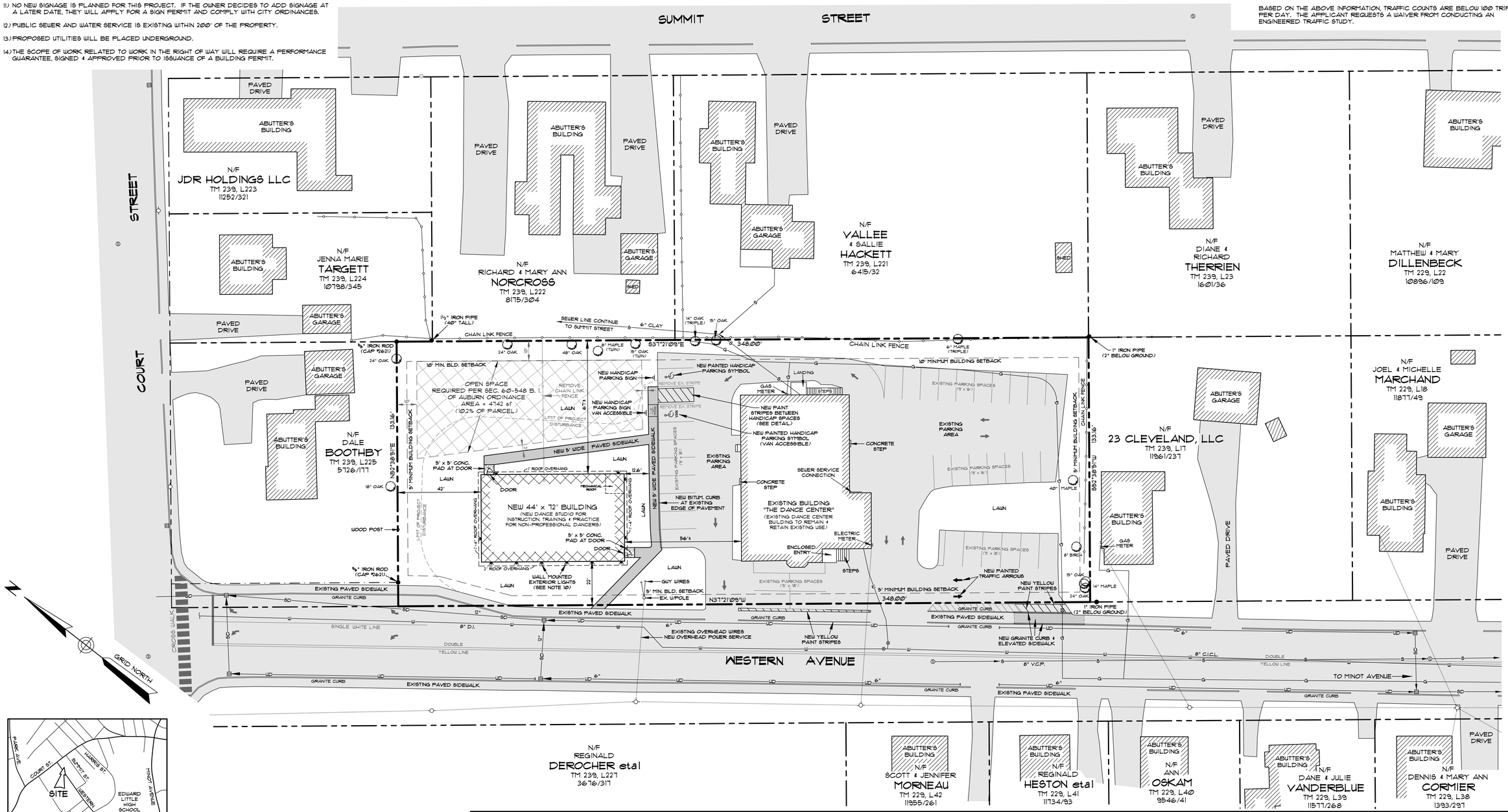
TOTAL PARCEL AREA = 46,338± sf
EXISTING CONDITIONS -
BUILDING = 4823 sf (8.6%)
PAVEMENT, STEPS & BUILDING ENTRY AREA = 17,067 sf (38.6%)
TOTAL IMPERVIOUS AREA = 21,890 sf (47.2%)
GREEN SPACE = 24,448 sf (52.8%)
PROPOSED CONDITIONS -
BUILDING = 7931 sf (17.2%)
PAVEMENT, STEPS & BUILDING ENTRY AREA = 18,167 sf (39.3%)
TOTAL IMPERVIOUS AREA = 26,158 sf (56.5%)
GREEN SPACE = 20,180 sf (43.5%)
NET CHANGE = 4268 sf OF ADDITIONAL IMPERVIOUS AREA

EXISTING PARKING SPACES ON SITE = 38 (INCLUDES 2 EMPLOYEE SPACES)
PROPOSED PARKING SPACES ON SITE = 37 (INCLUDES 4 EMPLOYEE SPACES)
NET CHANGE = -1 (CONVERTED TO HANDICAP ACCESS)
PARKING NOT REQUIRED FOR THIS PROJECT.

TRAFFIC COUNTS

- **THE EXISTING FACILITY** - TRIPS ARE DROP OFFS, PARENTS DROP THEIR CHILDREN AND PICK UP WITHIN 4 HOURS LATER.
- THE MAXIMUM NUMBER OF CLASSES PER DAY IS TWO. EACH CLASS IS COMPOSED OF 10-12 STUDENTS / TRIPS PER CLASS. THE TOTAL VEHICLE TRIPS = 24 MAX TRIPS / DAY.
- STAFF TRIPS IS 2 PER DAY.
- **THE PROPOSED ANNEX** - 1 TRAINING / PRACTICE SESSION PER NIGHT, 10-15 DANCERS (ONE INSTRUCTOR) PER EVENING. TOTAL TRIPS PER EVENING = 15 MAX. ARRIVAL AND DEPARTURE BETWEEN FACILITY / CLASSES WILL NOT OCCUR.

BASED ON THE ABOVE INFORMATION, TRAFFIC COUNTS ARE BELOW 100 TRIPS PER DAY. THE APPLICANT REQUESTS A WAIVER FROM CONDUCTING AN ENGINEERED TRAFFIC STUDY.



LOCATION MAP

SCALE : 1" = 20'
0 10 20 40 60 80

OFFICE: 210 MAINE AVENUE
FARMINGDALE, MAINE
TEL: (207) 446-3360
MAIL: P.O. BOX 515
GARDINER, ME 04345
SUMMIT GEOENGINEERING SERVICES
www.summitgeoeng.com

PROJECT: **DANCE CENTER ANNEX BUILDING**
16 WESTERN AVENUE - AUBURN, MAINE

CLIENT: THE DANCE CENTER LA, LLC
16 WESTERN AVENUE - AUBURN, MAINE

SHEET TITLE: **SITE LAYOUT & LANDSCAPING PLAN**

SCALE: 1" = 20'
DATE: JUNE 1, 2026
DRAWN BY: KRF
CHECKED BY: WMP

6	ADJUST PLANS PER CONFERENCE CALL OCTOBER 13, 2026	10-14-2026
5	ADJUST PLANS PER CITY MEMO DATED OCTOBER 14, 2026	10-14-2026
4	ADJUST PLANS PER CITY MEMO DATED SEPTEMBER 18, 2026	10-7-2026
3	ADJUST PLANS PER CITY MEMO DATED AUGUST 26, 2026	9-3-2026
2	ADD BEARINGS/DISTANCES & SITE TABS	8-1-2026
1	ADD SEWER LINE LOCATION	6-15-2026
REVISIONS		DATE

WILLIAM M. PETRUCELLI — 10-13-2026

JOB NO. - 26133

SHEET 2

SOIL NOTES

1) SOILS THIS SITE CONSISTS OF "HARTLAND VERY STONY SANDY LOAM, 8-15% SLOPES, ERODED" (HFC2) AS SHOWN ON A MEDIUM INTENSITY SOIL SURVEY MAP, OBTAINED FROM THE "WEB SOIL SURVEY" WEBSITE.

2) REFERENCE IS ALSO MADE TO A TEST PIT PLAN AND MEMORANDUM DATED JUNE 24, 2026, PREPARED BY SUMMIT GEOENGINEERING SERVICES. THE TWO TEST PITS AT THE FRONT RIGHT AND BACK LEFT CORNERS OF THE PROPOSED BUILDING INDICATE THAT THERE IS ABOUT 8" OF TOPSOIL OVER GLACIAL TILL (GRAVELLY SAND WITH A TRACE OF SILT). NO BEDROCK ENCOUNTERED WITHIN 5 FEET OF EXISTING GRADE.

3) TEST PIT #1 AND #2 WERE EXCAVATED BY SUMMIT ON MAY 21, 2026. THEY WERE EXCAVATED TO A DEPTH OF 5' AND CONSIST OF 8" OF TOPSOIL OVER GLACIAL TILL. REFERENCE IS MADE TO A SUMMIT MEMO DATED JUNE 24, 2026 FOR FOUNDATION RECOMMENDATIONS AND FURTHER TEST PIT DATA.

LEGEND

- BOUNDARY LINE (SUBJECT PARCEL)
- BOUNDARY LINE (OTHER PARCEL)
- N/F — NOW OR FORMERLY
- 2356/89 — BOOK AND PAGE NUMBER
- EXISTING WATER LINE
- EXISTING SEWER LINE
- EXISTING STORM DRAIN LINE
- EXISTING GAS LINE
- EXISTING SEWER MANHOLE
- EXISTING CATCH BASIN
- EXISTING GAS SHUT OFF VALVE
- EXISTING WATER SHUT OFF VALVE
- EXISTING CONTOUR
- PROPOSED CONTOUR
- EXISTING CHAIN LINK FENCE
- NEW UNDERGROUND SEWER SERVICE LINE
- NEW UNDERGROUND WATER SERVICE LINE (1" COPPER)
- NEW UNDERGROUND ELECTRIC LINE
- NEW ROOF GUTTER
- NEW SPOT GRADE
- EXISTING PAVEMENT
- EXISTING BUILDING
- NEW PAVEMENT
- NEW BUILDING

GRID NORTH

ABUTTER'S GARAGE

SHED

ABUTTER'S BUILDING

N/F
RICHARD & MARY ANN
NORCROSS
TM 239, L222
8175/304

N/F
VALLEE
& SALLIE
HACKETT
TM 239, L221
6415/32

BENCHMARK
SPIKE SET IN
15" OAK TREE
EL. = 341.93

N/F
JENNA MARIE
TARGETT
TM 239, L224
10798/345

N/F
DIANE & RICHARD
THERRIEN
TM 239, L23
16011/36

N/F
DALE
BOOTHBY
TM 239, L225
5726/177

N/F
23 CLEVELAND, LLC
TM 239, L17
11961/237

⅝" IRON ROD (CAP "2621")

1½" IRON PIPE (48" TALL)

1" IRON PIPE (2" BELOW GROUND)

CHAIN LINK FENCE

24" OAK

48" OAK

8" MAPLE (TWIN)

15" OAK (TWIN)

14" OAK (TRIPLE)

6" MAPLE (TRIPLE)

40" MAPLE

18" OAK

8" BIRCH

S 83°21'09"E 348.00'

N37°21'09"W 348.00'

S52°38'51"E 133.16

S52°38'51"W 133.16

NEW 4" SEWER, APPROVED BY ASWD, TO BE INSTALLED PER SPEC's OF ASWD.

PAVEMENT CUT LINES (NEW UTILITY TRENCH)

LANDING

STEPS

GAS METER

EXISTING PARKING AREA

CONCRETE STEP

EXISTING BUILDING "THE DANCE CENTER"

SEWER SERVICE CONNECTION

ELECTRIC METER

ENCLOSED ENTRY

LAWN

NEW 5' WIDE PAVED SIDEWALK

5' x 5' CONC. PAD AT DOOR

ROOF GUTTER

ROOF GUTTER DOWNSPOUT

TP-2

TP-1

MECHANICAL ROOM

NEW BITUM. CURB AT EXISTING EDGE OF PAVEMENT

44' x 72' BUILDING
FIN. FL. EL. = 343.5

NEW CULVERT
RIPRAP INLET
(12"ø± & 6")
INV. = 339.7

4' WIDE BERM EL.=342

DRAINAGE

NEW 5' WIDE (GRASSED) EMERGENCY SPILLWAY EL. = 341.5

WOOD POST

⅝" IRON ROD (CAP "2621")

EXISTING PAVED SIDEWALK

NEW 8" CPP
L=22'±, S=2.3%±
INV. IN = 342.5
INV. OUT = 342.0

EXISTING UTILITY POLE

EX. 8" CPP STUB, S=1%

EX. IN=339.5

CONNECT NEW 8" CPP TO EX. 8" CPP STUB

8" D.I.

RIM = 343.53
12" INV. IN=339.58
12" INV. OUT=339.5
SUMP WATER=339.5

NEW 5' WIDE PAVED SIDEWALK (1 : 20 SLOPE)

TAP NEW WATER LINE INTO EXISTING STUB

EXISTING 1" WATER SERVICE STUB APPROVED BY AWSD

RIM = 343.36
12" INV. IN=339.76
12" INV. OUT=339.76

EXISTING PAVED SIDEWALK

GRANITE CURB

EX. GRANITE CURB

NEW RAISED PAVED SIDEWALK

NEW GRANITE CURBING

PAVEMENT CUT (APPROX. LOCATION)

BENCHMARK
SPIKE SET IN
14" MAPLE
EL. = 350.63

1" IRON PIPE (2" BELOW GROUND)

8" C.I.C.L.

8" V.C.P.

RIM = 350.03
INV. OUT = 341.48

TO COURT STREET

TO MINOT AVENUE

EXISTING OVERHEAD WIRES
NEW OVERHEAD POWER SERVICE

WESTERN AVENUE

CHAIN LINK FENCE

ABUTTER'S BUILDING

SCALE : 1" = 10'

0 5 10 20 30 40

NOTES

1) EXISTING CONDITIONS ARE BASED UPON A PLAN ENTITLED "BOUNDARY RETRACEMENT SURVEY & EXISTING CONDITIONS/TOPOGRAPHIC SURVEY", DATED MARCH 30, 2026, PREPARED BY TERRADYN CONSULTANTS, LLC.

2) ALL BOOK AND PAGE NUMBERS REFER TO THE ANDROSCOGGIN COUNTY REGISTRY OF DEEDS.

3) OWNER OF RECORD - 16 WESTERN AVE, LLC
DEED REFERENCE - BOOK 10439, PAGE 210
TAX MAP 239, LOT 226

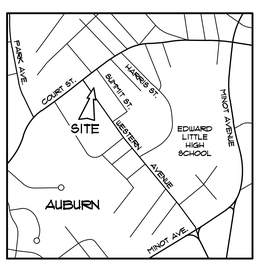
4) TOTAL PARCEL AREA = 46,338± sf

5) THE PARCEL IS LOCATED IN THE T-4 2B ZONING DISTRICT.
BLD. SETBACKS - FRONT = 5' min, 25' max., SIDE = 5' min., REAR = 10' min.
MINIMUM BUILDING HEIGHT = 3 STORY

6) THE LOCATION, DEPTH SIZE & EXISTENCE OF UNDERGROUND UTILITY LINES, TANKS AND/OR STRUCTURES WAS NOT VERIFIED. CONTRACTOR SHALL CONTACT DIGSAFE/ON-TARGET PRIOR TO EXCAVATION TO CONFIRM THE LOCATION OF ALL PUBLIC & PRIVATE UTILITIES WITHIN THE PROJECT AREA.

7) BUILDING FOOTPRINT SHOWN IS NOT FOR BUILDING LAYOUT. REFER TO STRUCTURAL/ARCHITECTURAL DRAWINGS BY OTHERS.

8) EXTERIOR LIGHTING DESIGN TO BE PROVIDED BY OTHERS.



LOCATION MAP

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PROJECT:
DANCE CENTER ANNEX BUILDING
16 WESTERN AVENUE - AUBURN, MAINE

CLIENT: THE DANCE CENTER LA, LLC
16 WESTERN AVENUE - AUBURN, MAINE

SHEET TITLE:
TOPOGRAPHIC AND UTILITY PLAN

SCALE: 1" = 10'
DATE: JUNE 1, 2026
DRAWN BY: KRF
CHECKED BY: WMP

REVISIONS	DATE
ADJUST PLANS PER CITY MEMO DATED OCTOBER 13, 2026	10-14-2026
3 ADJUST PLANS PER CITY MEMO DATED SEPTEMBER 18, 2026	10-7-2026
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2 ADD BEARINGS/DISTANCES & SITE TABS	8-1-2026
1 ADD SEWER LINE LOCATION	6-15-2026

STATE OF MAINE · WILLIAM M. PERRUZZI · 13101 · LICENSED PROFESSIONAL ENGINEER

10-14-2026

JOB NO. - 2633

SHEET 3

LEGEND

- BOUNDARY LINE (SUBJECT PARCEL)
- BOUNDARY LINE (OTHER PARCEL)
- N/F — NOW OR FORMERLY
- 2356/89 — BOOK AND PAGE NUMBER
- W — EXISTING WATER LINE
- S — EXISTING SEWER LINE
- SD — EXISTING STORM DRAIN LINE
- G — EXISTING GAS LINE
- EXISTING SEWER MANHOLE
- EXISTING CATCH BASIN
- EXISTING GAS SHUT OFF VALVE
- EXISTING WATER SHUT OFF VALVE
- 243 — EXISTING CONTOUR
- 243 — PROPOSED CONTOUR
- EXISTING CHAIN LINK FENCE
- S — NEW SEWER SERVICE LINE
- W — NEW WATER SERVICE LINE (1" COPPER)
- UE — NEW UNDERGROUND ELECTRIC LINE
- RG — NEW ROOF GUTTER
- 289.1 — NEW SPOT GRADE
- EXISTING PAVEMENT
- EXISTING BUILDING
- NEW PAVEMENT
- NEW BUILDING

GRID NORTH

ABUTTER'S BUILDING

N/F
VALLEE & SALLIE HACKETT
TM 239, L221
6415/32

N/F
RICHARD & MARY ANN NORCROSS
TM 239, L222
8175/304

N/F
JENNA MARIE TARGETT
TM 239, L224
10798/345

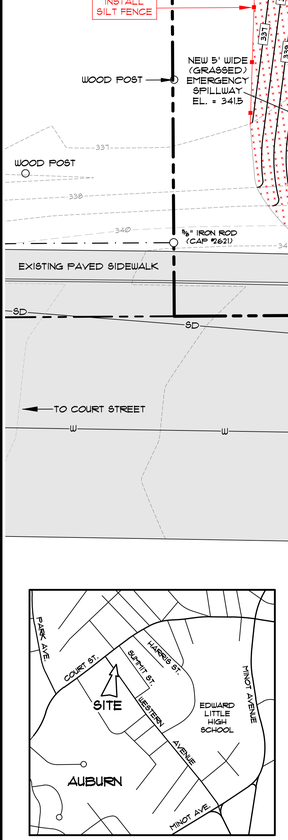
N/F
DALE BOOTHBY
TM 239, L225
5726/177

BENCHMARK
SPIKE SET IN
15" OAK TREE
EL. = 341.93

⅝" IRON ROD (CAP "2621")
1½" IRON PIPE (48" TALL)
CHAIN LINK FENCE
24" OAK
48" OAK
8" MAPLE (TWIN)
15" OAK (TWIN)
14" OAK (TRIPLE)
S37°21'09"E 348.00'
N37°21'09"W 348.00'
18" OAK
N52°38'51"E 153.36'
WOOD POST

INSTALL EROSION CONTROL BLANKET
INSTALL SILT FENCE
NEW 4" SEWER, APPROVED BY ASWD, TO BE INSTALLED PER SPEC's OF ASWD.
PAVEMENT CUT LINES (NEW UTILITY TRENCH)
NEW 5' WIDE PAVED SIDEWALK
5' x 5' CONC. PAD AT DOOR
ROOF GUTTER
ROOF GUTTER DOWNSPOUT
TP-2
MECHANICAL ROOM
NEW BITUM. CURB AT EXISTING EDGE OF PAVEMENT
NEW 5' WIDE PAVED SIDEWALK
EXISTING PARKING AREA
EXISTING BUILDING "THE DANCE CENTER"
LANDING
STEPS
GAS METER
CONCRETE STEP
SEWER SERVICE CONNECTION
ELECTRIC METER
ENCLOSED ENTRY
STEPS
44' x 72' BUILDING FIN. FL. EL. = 343.5
4' WIDE BERM EL.=342
DRAINAGE
NEW 5' WIDE (GRASSED) EMERGENCY SPILLWAY EL. = 341.5
NEW CULVERT RIPRAP INLET (2'sq.± 6") INV.= 339.7
TP-1
NEW 8" CPP L=22'±, S=2.3%± INV. IN = 342.5 INV. OUT = 342.0
EXISTING UTILITY POLE
EXISTING PAVED SIDEWALK
EX. 8" CPP STUB, S=1%
EX. IN=339.5
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12" INV. IN=339.58
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CONNECT NEW 8" CPP TO EX. 8" CPP STUB
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TAP NEW WATER LINE INTO EXISTING STUB
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EXISTING OVERHEAD WIRES
NEW OVERHEAD POWER SERVICE
GRANITE CURB
GRANITE CURB
TO COURT STREET
RIM = 343.36
12" INV. IN=339.76
12" INV. OUT=339.76
WESTERN AVENUE

SCALE : 1" = 10'
0 5 10 20 30 40



LOCATION MAP

NOTES

1) EXISTING CONDITIONS ARE BASED UPON A PLAN ENTITLED "BOUNDARY RETRACEMENT SURVEY & EXISTING CONDITIONS/TOPOGRAPHIC SURVEY", DATED MARCH 30, 2026, PREPARED BY TERRADYN CONSULTANTS, LLC.

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TAX MAP 239, LOT 226

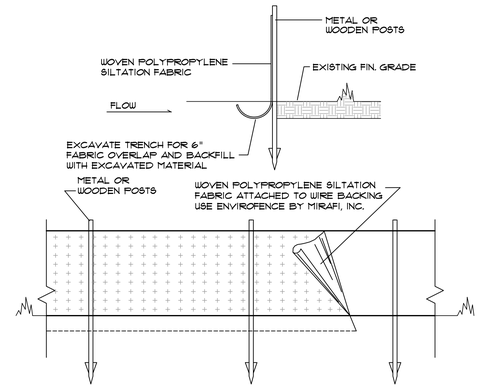
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MINIMUM BUILDING HEIGHT = 3 STORY

6) THE LOCATION, DEPTH SIZE & EXISTENCE OF UNDERGROUND UTILITY LINES, TANKS AND/OR STRUCTURES WAS NOT VERIFIED. CONTRACTOR SHALL CONTACT DIGSAFE/ON-TARGET PRIOR TO EXCAVATION TO CONFIRM THE LOCATION OF ALL PUBLIC & PRIVATE UTILITIES WITHIN THE PROJECT AREA.

7) BUILDING FOOTPRINT SHOWN IS NOT FOR BUILDING LAYOUT. REFER TO STRUCTURAL/ARCHITECTURAL DRAWINGS BY OTHERS.

8) EXTERIOR LIGHTING DESIGN TO BE PROVIDED BY OTHERS.



NOTE

REFERENCE IS MADE TO THE BEST MANAGEMENT PRACTICE FOR EROSION AND SEDIMENT CONTROL: B-1 SEDIMENT BARRIERS.

SILTATION FABRIC WITH INTEGRAL MESH AND POSTS MAY BE USED.

SILT FENCE DETAIL

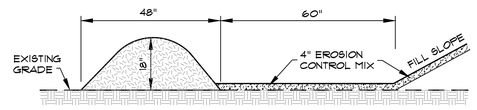
NOT TO SCALE

THE FILTER BERM SHALL CONSIST OF A WOOD WASTE COMPOST/BARK MULCH MIX OR RECYCLED COMPOSTED BARK FLUME GRIT AND FRAGMENTED WOOD GENERATED FROM WATER FLUME LOG HANDLING SYSTEMS. COMPARABLE COMPOSTED MIXES CAN BE USED UPON WRITTEN APPROVAL OF THE ENGINEER.

THE MIX SHALL CONFORM TO THE FOLLOWING: pH BETWEEN 5.0-8.0, PARTICLE SIZE - 100% PASSING THROUGH A 6" SCREEN AND 80% RETAINED ON A ¾" SCREEN. SOLUBLE SALTS CONTENT SHALL BE LESS THAN 4.0 mmhos/cm.

THE COMPOSTED BERM SHALL BE PLACED, UNCOMPACTED, ALONG A RELATIVELY LEVEL CONTOUR.

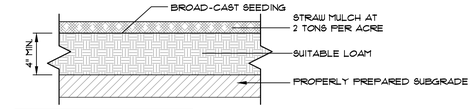
THE BERM MAY BE USED IN COMBINATION WITH SILT FENCE TO IMPROVE SEDIMENT REMOVAL AND PREVENT CLOGGING OF THE BERM BY LARGER SEDIMENT PARTICLES (SILT FENCE PLACED ON THE UPHILL SIDE OF BERM).



EROSION CONTROL FILTER BERM

(ALTERNATIVE TO SILT FENCE)

NOT TO SCALE

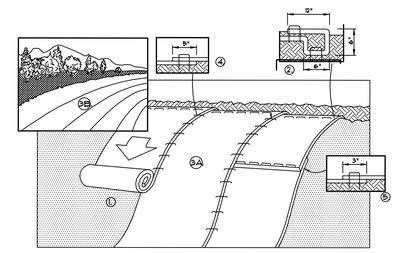


PERMANENT SEED MIX	APPLICATION RATE
	lbs/1000 sf
KENTUCKY BLUEGRASS	.46
CREEPING RED FESCUE	.46
PERENNIAL RYEGRASS	.11
TOTAL SEED RATE	1.03

PLACE LOAM & SEED ON ALL DISTURBED AREAS NOT TO BE RIP RAPPED OR GRAVELED

LOAM & SEED DETAIL

NOT TO SCALE



1. PREPARE SOIL BEFORE INSTALLING BLANKETS, INCLUDING ANY NECESSARY APPLICATION OF LIME, FERTILIZER, AND SEED.
2. BEGIN AT THE TOP OF THE SLOPE BY ANCHORING THE BLANKET IN A 6" DEEP X 6" WIDE TRENCH WITH APPROXIMATELY 12" OF BLANKET EXTENDED BEYOND THE UP-SLOPE PORTION OF THE TRENCH. ANCHOR THE BLANKET WITH A ROW OF STAPLES/STAKES APPROXIMATELY 12" APART IN THE BOTTOM OF THE TRENCH. BACKFILL AND COMPACT THE TRENCH AFTER STAPLING. APPLY SEED TO COMPACTED SOIL AND FOLD REMAINING 12" PORTION OF BLANKET BACK OVER SEED AND COMPACTED SOIL. SECURE BLANKET OVER COMPACTED SOIL WITH A ROW OF STAPLES/STAKES SPACED APPROXIMATELY 12" APART ACROSS THE WIDTH OF THE BLANKET.
3. ROLL THE BLANKETS (A) DOWN OR (B) HORIZONTALLY ACROSS THE SLOPE. BLANKETS WILL UNROLL WITH APPROPRIATE SIDE AGAINST THE SOIL SURFACE. ALL BLANKETS MUST BE SECURELY FASTENED TO SOIL SURFACE BY PLACING STAPLES/STAKES IN APPROPRIATE LOCATIONS AS SHOWN IN THE STAPLE PATTERN GUIDE.
4. THE EDGES OF PARALLEL BLANKETS MUST BE STAPLED WITH APPROXIMATELY 2"-5" OVERLAP DEPENDING ON BLANKET TYPE. TO ENSURE PROPER MEAT ALIGNMENT, PLACE THE EDGE OF THE OVERLAPPING BLANKET (BLANKET BEING INSTALLED ON TOP) EVEN WITH THE COLORED SEAM STITCH ON THE PREVIOUSLY INSTALLED BLANKET.
5. CONSECUTIVE BLANKETS SPLICED DOWN THE SLOPE MUST BE PLACED END OVER END (SHINGLE STYLE) WITH AN APPROX. 3" OVERLAP. STAPLE THROUGH OVERLAPPED AREA, APPROXIMATELY 12" APART ACROSS ENTIRE BLANKET WIDTH. NOTE: IN LOOSE SOIL CONDITIONS, THE USE OF STAPLE OR STAKE LENGTHS GREATER THAN 6" MAY BE NECESSARY TO PROPERLY SECURE THE BLANKETS.

EROSION CONTROL BLANKET DETAIL

NOT TO SCALE

OFFICE: 210 MAINE AVENUE
FARMINGDALE, MAINE
TEL.: (207) 446-3360

MAIL: P.O. BOX 515
GARDINER, ME 04345

SUMMIT
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www.summitgeoeng.com

PROJECT:
DANCE CENTER ANNEX BUILDING
16 WESTERN AVENUE - AUBURN, MAINE

CLIENT: THE DANCE CENTER LA, LLC
16 WESTERN AVENUE - AUBURN, MAINE

SHEET TITLE:
EROSION CONTROL PLAN AND DETAILS

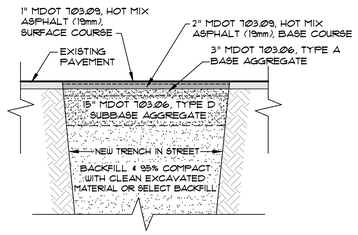
SCALE: 1" = 10'
DATE: JUNE 1, 2026
DRAWN BY: KRF
CHECKED BY: WMP

REVISIONS	DATE
3 ADJUST PLANS PER CITY MEMO DATED AUGUST 26, 2026	10-7-2026
2 ADD BEARINGS/DISTANCES & SITE TABS	8-1-2026
1 ADD SEWER LINE LOCATION	6-15-2026

STATE OF MAINE — WILLIAM M. PERRUZZI — LICENSED PROFESSIONAL ENGINEER
10-7-2026

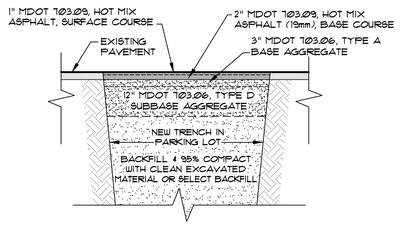
JOB NO. - 26133

SHEET 4



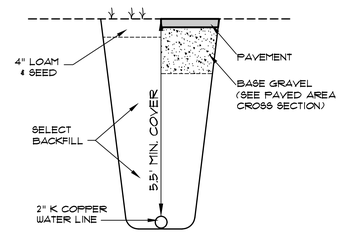
WESTERN AVENUE REPAIR OVER WATER LINE TRENCH DETAIL

NOT TO SCALE



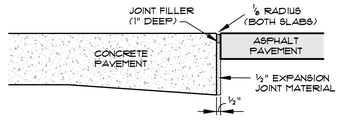
PARKING LOT REPAIR OVER SEWER TRENCH DETAIL

NOT TO SCALE



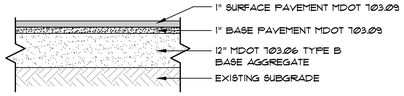
WATER SERVICE TRENCH DETAIL

NOT TO SCALE



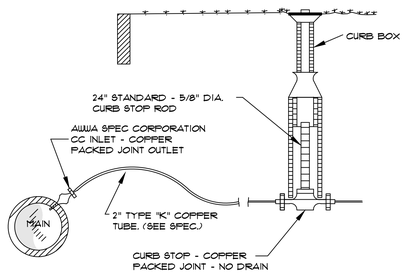
CONCRETE PAD / ASPHALT INTERFACE

NOT TO SCALE



PAVED SIDEWALK CROSS SECTION

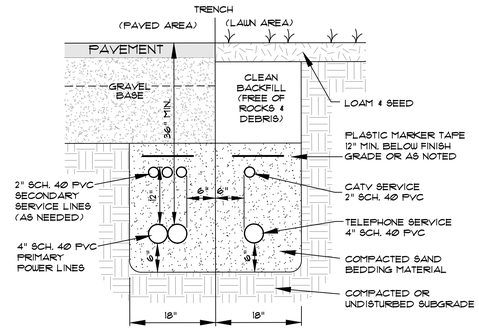
NOT TO SCALE



NOTE: INSTALL 6" (8" IN ROCK) OF SAND, OR WATER DISTRICT APPROVED BACKFILL, ALL AROUND SERVICE LINE.

TYPICAL DOMESTIC WATER SERVICE

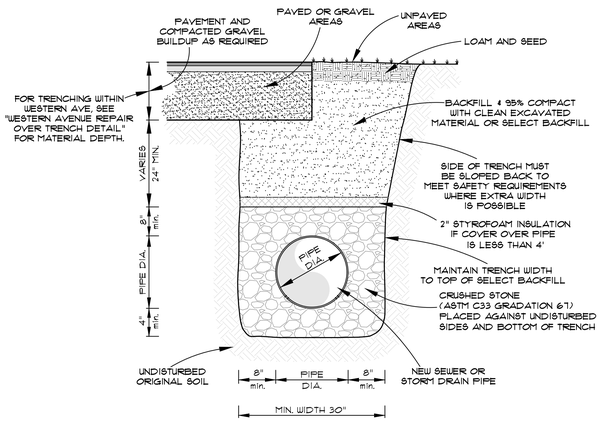
NOT TO SCALE



NOTE: ALL WORK IS TO COMPLY WITH THE RESPECTIVE UTILITY COMPANY STANDARDS

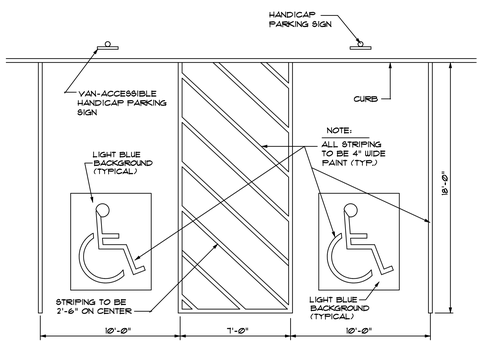
UNDERGROUND UTILITY TRENCH DETAIL

NOT TO SCALE



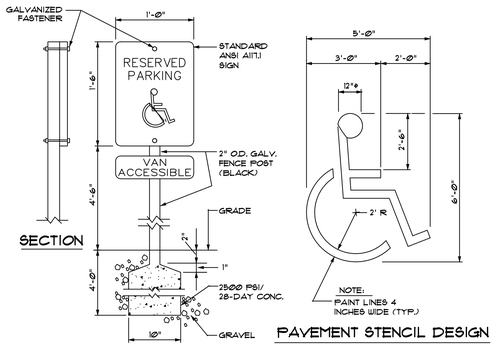
STORM DRAIN / SEWER TRENCH DETAIL

NOT TO SCALE



HANDICAPPED PARKING SPACE DETAIL

NOT TO SCALE



HANDICAP SIGN DETAIL

NOT TO SCALE

GENERAL NOTES

1) THE CONTRACTOR IS REFERRED TO THE SPECIFICATIONS REGARDING COORDINATION WITH OTHERS, INCLUDING RESPONSIBILITIES AND RELATED COSTS. ALL UTILITY CONSTRUCTION IS SUBJECT TO APPROVAL INSPECTION BY UTILITY COMPANY PERSONNEL PRIOR TO BACKFILL OF TRENCHES.

2) BELOW GRADE UTILITY INFORMATION IS BASED UPON A PLAN ENTITLED "BOUNDARY RETRACEMENT SURVEY & EXISTING CONDITIONS/TOPOGRAPHIC SURVEY", DATED MARCH 30, 2026, PREPARED BY TERRADYN CONSULTANTS, LLC. AND INFORMATION PROVIDED BY INDIVIDUAL UTILITY COMPANIES. LOCATIONS AND ELEVATIONS OF PUBLIC UTILITIES SHOWN ARE ONLY APPROXIMATE AND MAY NOT BE COMPLETE. PRIVATE UNDERGROUND UTILITIES SUCH AS, BUT NOT LIMITED TO, SEWER LINES, WATER LINES AND BURIED ELECTRICAL SERVICE ENTRANCES MAY NOT BE SHOWN. THE CONTRACTOR SHALL ASCERTAIN THE LOCATION AND SIZE OF EXISTING UTILITIES IN THE FIELD WITH THE RESPECTIVE UTILITY REPRESENTATIVE PRIOR TO COMMENCING WORK. THE CONTRACTOR IS SOLELY RESPONSIBLE FOR DETERMINING ACTUAL LOCATIONS AND ELEVATIONS OF ALL UTILITIES. INCLUDING SERVICES. SHOULD ANY UNCHARTED OR INCORRECTLY CHARTED UTILITIES BE FOUND, THE CONTRACTOR SHALL CONTACT THE ENGINEER IMMEDIATELY FOR DIRECTION BEFORE PROCEEDING FURTHER WITH THE WORK IN THIS AREA. ADDITIONAL TEST PITS, BEYOND THOSE SHOWN, MAY BE REQUIRED. UTILITY CONTACTS ARE AS FOLLOWS:

DIG SAFE:
1-888-344-7233

ELECTRICAL:
CENTRAL MAINE POWER
83 EDISON DRIVE
AUGUSTA, ME 04336
TEL. (207) 779-9118

GAS
UNITIL
1075 FOREST AVENUE
PORTLAND, ME 04104
TEL. (207) 797-8002

TELECOMMUNICATIONS:
FIRST LIGHT FIBER
60 SUMMER STREET
BANGOR, ME 04401
TEL. (888) 832-4976

SPECTRUM:
105 MT. AUBURN AVE.
AUBURN, ME 04210
TEL. 1-888-406-7263

FIDIUM
6000 SABLE OAKS DRIVE, FLR 2
SOUTH PORTLAND, ME 04106
TEL. (844) 434-3486

WATER AND SEWER:
AUBURN WATER & SEWERAGE DISTRICTS
268 COURT STREET
AUBURN, ME 04210
TEL. (207) 784-6463

3) THE CONTRACTOR IS HEREBY CAUTIONED THAT ALL SITE FEATURES SHOWN HEREON ARE BASED ON FIELD OBSERVATIONS BY THE SURVEYOR AND BY INFORMATION PROVIDED BY UTILITY COMPANIES. THE INFORMATION IS NOT TO BE RELIED ON AS BEING EXACT OR COMPLETE. THE CONTRACTOR SHALL CONTACT DIG SAFE (1-888-DIGSAFE) AT LEAST THREE (3) BUT NOT MORE THAN THIRTY (30) DAYS PRIOR TO COMMENCEMENT OF EXCAVATION OR DEMOLITION TO VERIFY HORIZONTAL AND VERTICAL LOCATION OF ALL UTILITIES.

4) CONTRACTOR SHALL BE AWARE THAT DIGSAFE ONLY NOTIFIES ITS "MEMBER" UTILITIES ABOUT THE DIG. WHEN NOTIFIED, DIGSAFE WILL ADVISE CONTRACTOR OF MEMBER UTILITIES IN THE AREA. CONTRACTOR IS RESPONSIBLE FOR IDENTIFYING AND CONTACTING NON-MEMBER UTILITIES DIRECTLY. NON-MEMBER UTILITIES MAY INCLUDE CITY WATER AND SEWER DISTRICTS AND SMALL LOCAL UTILITIES, AS WELL AS USG PUBLIC WORKS SYSTEMS.

5) CONTRACTORS SHALL BE RESPONSIBLE FOR COMPLIANCE WITH THE REQUIREMENTS OF 23 MRSA 3360-A. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO COORDINATE WITH THE APPROPRIATE UTILITIES TO OBTAIN AUTHORIZATION PRIOR TO RELOCATION OF ANY EXISTING UTILITIES WHICH CONFLICT WITH THE PROPOSED IMPROVEMENTS SHOWN ON THESE PLANS. IF A UTILITY CONFLICT ARISES, THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE ENGINEER, THE CITY, AND APPROPRIATE UTILITY COMPANY PRIOR TO PROCEEDING WITH ANY RELOCATION.

6) ALL STRUCTURES AND PIPELINES LOCATED ADJACENT TO THE TRENCH EXCAVATION SHALL BE PROTECTED AND FIRMLY SUPPORTED BY THE CONTRACTOR UNTIL THE TRENCH IS BACKFILLED. INJURY TO ANY SUCH STRUCTURES CAUSED BY, OR RESULTING FROM, THE CONTRACTOR'S OPERATIONS SHALL BE REPAIRED AT THE CONTRACTOR'S EXPENSE. ALL UTILITIES REQUIRING REPAIR, RELOCATION OR ADJUSTMENT AS A RESULT OF THE PROJECT SHALL BE COORDINATED THROUGH THE RESPECTIVE UTILITY.

7) IN THOSE INSTANCES WHERE POWER OR TELEPHONE POLE SUPPORT IS REQUIRED, THE CONTRACTOR SHALL PROVIDE A MINIMUM 48-HOUR NOTIFICATION TO CMP OR APPROPRIATE UTILITY COMPANY, RESPECTIVELY. NO ADDITIONAL PAYMENT WILL BE PROVIDED FOR TEMPORARY BRACING OF UTILITIES.

8) IN THOSE INSTANCES THAT A UTILITY NEEDS TO BE RELOCATED, THE CONTRACTOR SHALL COORDINATE WITH THE RESPECTIVE UTILITY DIVISION/COMPANY TO SCHEDULE THE WORK AFTER THE COMPLETION OF THE TEST PITS.

9) THE CONTRACTOR WILL BE RESPONSIBLE FOR OBTAINING ALL PERMITS. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO BE FAMILIAR WITH THE APPLICABLE PROVISIONS OF EACH PERMIT AS THEY APPLY TO THE WORK PRIOR TO BIDDING AND ABIDE BY THOSE PROVISIONS DURING CONSTRUCTION. THE CONTRACTOR SHALL POST ALL BONDS AS REQUIRED, PAY ALL FEES & PROVIDE PROOF OF INSURANCE AS NECESSARY FOR THIS WORK.

10) THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE LAYOUT OF ALL PROPOSED LINES AND GRADES AS SHOWN ON THE DRAWINGS. THE HORIZONTAL ALIGNMENT OF THE NEW STORM DRAIN CULVERTS AND STRUCTURES MAY BE ADJUSTED IN THE FIELD SUBJECT TO PRIOR APPROVAL BY THE ENGINEER.

11) THE OWNER SHALL PROVIDE THE NECESSARY HORIZONTAL AND VERTICAL CONTROL POINTS FOR THE CONTRACTOR FOR WORK OUTSIDE THE STREET RIGHT-OF-WAY AND CONTRACTOR IS RESPONSIBLE FOR MAINTAINING THIS INFORMATION THROUGHOUT CONSTRUCTION. ALL ELEVATIONS REFER TO THE 1988 NATIONAL GEODETIC VERTICAL DATUM UNLESS OTHERWISE NOTED ON THE PLANS. THE CONTRACTOR SHALL BE RESPONSIBLE TO VERIFY ALL ELEVATION REFERENCE INFORMATION PRIOR TO USE IN CONSTRUCTION.

12) THE CONTRACTOR SHALL BE RESPONSIBLE FOR SEDIMENT CONTROL AND THE PREVENTION OF EROSION. ALL DISTURBED EARTH SURFACES ARE TO BE STABILIZED IN THE SHORTEST PRACTICAL TIME AND TEMPORARY SEDIMENT AND EROSION CONTROL DEVICES SHALL BE EMPLOYED UNTIL SUCH TIME AS ADEQUATE SOIL STABILIZATION HAS BEEN ACHIEVED. TEMPORARY STORAGE OF EXCAVATED MATERIAL IS TO BE IN A MANNER THAT WILL MINIMIZE EROSION. MATERIALS AND METHODS USED FOR TEMPORARY SEDIMENT AND EROSION CONTROL SHALL BE AS SPECIFIED BY THE LATEST EDITION OF THE "MAINE EROSION AND SEDIMENT CONTROL HANDBOOK FOR CONSTRUCTION: BEST MANAGEMENT PRACTICES" PREPARED BY THE MAINE DEPARTMENT OF ENVIRONMENTAL PROTECTION.

13) COMPACTION TESTS SHALL BE PERFORMED IN ACCORDANCE WITH MDOT SPECIFICATIONS WITH RESULTS OF TESTING SUBMITTED TO THE OWNER. ANY SETTLEMENT OCCURRING WITHIN ONE YEAR OF SUBSTANTIAL COMPLETION OF THE PROJECT WILL BE CORRECTED BY THE CONTRACTOR AT NO ADDITIONAL EXPENSE TO THE OWNER.

14) OPEN TRENCHES MAY BE LEFT OPEN IF THE CONTRACTOR PROVIDES SAFE BARRICADING AND LIGHTS.

15) PROPER IMPLEMENTATION AND MAINTENANCE OF EROSION CONTROL MEASURES ARE OF PARAMOUNT IMPORTANCE FOR THIS PROJECT. THE CONTRACTOR IS RESPONSIBLE FOR COMPLYING WITH ALL EROSION CONTROL MEASURES SHOWN ON THE PLANS. ADDITIONAL EROSION CONTROL MEASURES SHALL BE INSTALLED AT DIRECTED NECESSARY BY ONSITE INSPECTIONS OF THE OWNER, THEIR REPRESENTATIVES, OR STATE/LOCAL/ FEDERAL INSPECTORS AT NO ADDITIONAL COST TO THE OWNER.

16) CONTRACTOR SHALL CONTROL DUST WITH APPROPRIATE DUST CONTROL MEASURES. CONTRACTOR SHALL NOT TRACK OR SPILL EARTH AND DEBRIS ON PUBLIC STREETS OUTSIDE THE PROJECT AREA. STREETS OPENED TO THE PUBLIC SHALL BE KEPT SWEPT AND FREE OF DEBRIS.

17) ALL VEGETATED AREAS THAT ARE EXCAVATED, FILLED OR OTHERWISE DISTURBED BY THE CONTRACTOR AND ARE NOT TO BE PAVED OR FILLED WITH RIP-RAP SHALL BE LOAMED, GRADED, LIMED, FERTILIZED, SEEDED AND MULCHED AT NO ADDITIONAL EXPENSE TO THE OWNER.

18) THE CONTRACTOR SHALL COMPLY WITH ALL APPLICABLE REGULATIONS OF THE OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA) AND ALL OTHER APPLICABLE LOCAL, STATE AND FEDERAL RULES, REGULATIONS AND LAWS.

19) THE CONTRACTOR SHALL NOT HAVE ANY RIGHT OF PROPERTY IN ANY SUITABLE MATERIALS TAKEN FROM ANY EXCAVATION. SUITABLE EXCAVATED MATERIAL, AS APPROVED BY THE ENGINEER, MAY BE INCORPORATED IN THE PROJECT, WITH EXCESS MATERIAL DISPOSED OF AT A LOCATION APPROVED BY THE OWNER. THESE PROVISIONS SHALL IN NO WAY RELIEVE THE CONTRACTOR OF HIS OBLIGATIONS TO PROPERLY DISPOSE OF AND REPLACE ANY MATERIAL DETERMINED BY THE ENGINEER TO BE UNSUITABLE FOR BACKFILLING. THE CONTRACTOR SHALL DISPOSE OF UNSUITABLE AND EXCESS MATERIAL IN ACCORDANCE WITH THE APPLICABLE RULES AND REGULATIONS.

20) MINOR ADJUSTMENTS TO THE ALIGNMENT OF PROPOSED UTILITIES SHALL BE ALLOWED TO ACCOMMODATE EXISTING UTILITIES WHERE APPROPRIATE AS APPROVED BY THE ENGINEER.

21) A MINIMUM VERTICAL OR HORIZONTAL SEPARATION OF 6 INCHES BETWEEN THE WATER LINES (INCLUDING SERVICES) AND STORM DRAINAGE PIPES AND STRUCTURES, SHALL BE MAINTAINED. 2" RIGID INSULATION SHALL BE INSTALLED WHEN SEPARATION IS LESS THAN 18 INCHES.

22) CONTRACTOR SHALL BE RESPONSIBLE FOR DESIGNING, FURNISHING, INSTALLING AND MONITORING ANY SHORING, BRACING OR OTHER EXCAVATION SUPPORT THAT MAY BE REQUIRED TO PROTECT STRUCTURES, UTILITIES, SIDEWALKS, PAVEMENT OR OTHER FACILITIES THAT COULD BE DAMAGED BY SETTLEMENT, LATERAL MOVEMENTS, UNDERMINING, WASHOUT OR OTHER HAZARDS THAT COULD DEVELOP DURING EXCAVATION SUPPORT AND PROTECTION OPERATIONS.

23) CONTRACTOR SHALL VISIT THE SITE AND FAMILIARIZE HIM OR HERSELF WITH ALL CONDITIONS AFFECTING THE PROPOSED WORK AND SHALL MAKE PROVISIONS AS TO THE COST THEREOF. CONTRACTOR SHALL BE RESPONSIBLE FOR FAMILIARIZING HIM OR HERSELF WITH ALL CONTRACT DOCUMENTS, FIELD CONDITIONS AND DIMENSIONS AND CONFIRMING THAT THE WORK MAY BE ACCOMPLISHED AS SHOWN PRIOR TO PROCEEDING WITH CONSTRUCTION. ANY DISCREPANCIES SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER PRIOR TO THE COMMENCEMENT OF WORK.

24) INSTALL ALL EQUIPMENT AND MATERIALS IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS AND OWNER'S REQUIREMENTS UNLESS SPECIFICALLY OTHERWISE INDICATED OR WHERE LOCAL CODES OR REGULATIONS TAKE PRECEDENCE.

25) CONTRACTOR SHALL CLEAN AND REMOVE DEBRIS AND SEDIMENT DEPOSITED ON PUBLIC STREETS, SIDEWALKS, ADJACENT AREAS, OR OTHER PUBLIC WAYS DUE TO CONSTRUCTION DAILY.

26) THE CONTRACTOR SHALL TAKE FULL RESPONSIBILITY FOR ANY CHANGES AND DEVIATION OF APPROVED PLANS NOT AUTHORIZED BY THE ENGINEER AND/OR OWNER.

27) DETAILS ARE INTENDED TO SHOW END RESULT OF DESIGN. ANY MODIFICATION TO SUIT FIELD DIMENSION AND CONDITION SHALL BE SUBMITTED TO THE ENGINEER FOR REVIEW AND APPROVAL PRIOR TO ANY WORK.

28) BEFORE THE FINAL ACCEPTANCE OF THE PROJECT, THE CONTRACTOR SHALL REMOVE ALL EQUIPMENT AND MATERIALS, REPAIR OR REPLACE PRIVATE OR PUBLIC PROPERTY WHICH MAY HAVE BEEN DAMAGED OR DESTROYED DURING CONSTRUCTION AS DETERMINED BY THE CITY, CLEAN THE AREAS WITHIN AND ADJACENT TO THE PROJECT WHICH HAVE BEEN OBSTRUCTED BY HIS/HER OPERATIONS, AND LEAVE THE PROJECT AREA NEAT AND PRESENTABLE.

29) THE CONTRACT WORK TO BE PERFORMED ON THIS PROJECT CONSISTS OF FURNISHING ALL REQUIRED LABOR, MATERIALS, EQUIPMENT, IMPLEMENTS, PARTS AND SUPPLIES NECESSARY FOR, OR APPURTENANT TO, THE INSTALLATION OF CONSTRUCTION IMPROVEMENTS IN ACCORDANCE WITH THESE DRAWINGS AND AS FURTHER ELABORATED IN ANY ACCOMPANYING SPECIFICATIONS.

30) THE WORK SHALL BE PERFORMED IN A THOROUGH WORKMANLIKE MANNER. ANY REFERENCE TO A SPECIFICATION OR DESIGNATION OF THE AMERICAN SOCIETY FOR TESTING MATERIALS, FEDERAL SPECIFICATIONS, OR OTHER STANDARDS, CODES OR ORDERS, REFERS TO THE MOST RECENT OR LATEST SPECIFICATION OR DESIGNATION.

31) THE CONTRACTOR SHALL GUARANTEE THE FAITHFUL REMEDY OF ANY DEFECTS DUE TO FAULTY MATERIALS OR WORKMANSHIP AND GUARANTEES PAYMENT FOR ANY RESULTING DAMAGE WHICH SHALL APPEAR WITHIN A PERIOD OF ONE (1) YEAR FROM THE DATE OF SUBSTANTIAL COMPLETION OF THE PROJECT.

32) THE CONTRACTOR SHALL NOT USE PRIVATE PROPERTY FOR STOCKPILING MATERIALS OR PARKING EQUIPMENT OR VEHICLES WITHOUT WRITTEN CONSENT FROM THE PROPERTY OWNER. ANY DAMAGE DONE TO PRIVATE PROPERTY RESULTING FROM THESE ACTIVITIES SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO REPAIR AT NO ADDITIONAL COST TO THE CITY/OWNER.

OFFICE: 210 MAINE AVENUE
FARMINGDALE, MAINE
TEL.: (207) 446-3360

MAIL: P.O. BOX 515
GARDINER, ME 04345

SUMMIT
GEOENGINEERING SERVICES
www.summitgeoeng.com

PROJECT: DANCE CENTER ANNEX BUILDING
16 WESTERN AVENUE - AUGUSTA, MAINE

CLIENT: THE DANCE CENTER LA, LLC
16 WESTERN AVENUE - AUGUSTA, MAINE

SHEET TITLE: CONSTRUCTION NOTES AND DETAILS

SCALE: AS NOTED
DATE: JUNE 1, 2026
DRAWN BY: KRF
CHECKED BY: WMP

NO.	REVISION	DATE
2	ADJUST PLANS PER CITY MEMO (8-26-26)	9-9-2026
1	ADD PARKING LOT TRENCH REPAIR DETAIL	6-15-2026

STATE OF MAINE · WILLIAM M. PETERSON · LICENSED PROFESSIONAL ENGINEER
10-1-2026

JOB NO.: 26133

SHEET 5



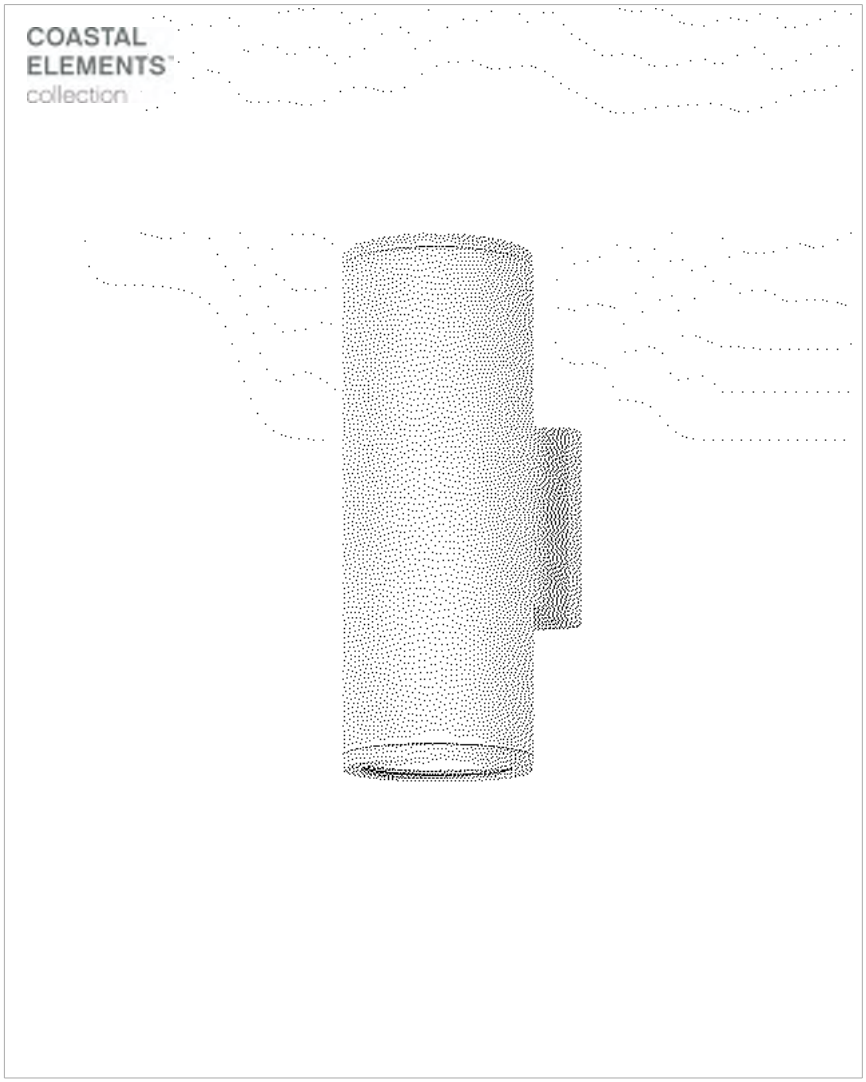
PLATZ ASSOCIATES
Architects - Engineers
Construction Managers
Tel 207-784-2941
Fax 207-784-3856



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Architects - Engineers
Construction Managers



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Architects - Engineers
Construction Managers
Tel 207-784-2941
Fax 207-784-3856



SILO

13594SW-LL

SMALL UP/DOWN LIGHT WALL MOUNT LANTERN

The perfect addition to modern coastal, Silo's compact design blends simple modern and long-lasting practicality. Part of the Coastal Elements collection, it is built to stand up to harsh climates while maintaining its bold finish. Silo is available in both a downlight only option which meets dark sky compliancy and an up and down light for additional wall washing. Silo is available in three modern finishes: Black, Architectural Bronze and Satin White, which are resistant to rust and corrosion with a 5-year warranty. LED GU10 JA8 lamp(s) included.

DETAILS	
FINISH:	Satin White
MATERIAL:	Composite
GLASS:	Etched

DIMENSIONS	
WIDTH:	4.5"
HEIGHT:	12"
WEIGHT:	1.9 lbs.
BACK PLATE:	4.5"W x 4.75"H
EXTENSION:	5.8"
TOP TO OUTLET:	6"

LIGHT SOURCE	
LIGHT SOURCE:	LED Lamp
LED NAME:	GU10LED-6.5
WATTAGE:	2-6.50w GU10 LED *Included
VOLTAGE:	120v
COLOR TEMP:	2700
LUMENS:	1000
CRI:	80
INCANDESCENT EQUIVALENCY:	2 x 50w
DIMMABLE:	Yes - CL Type Dimmer (SSL7A)

SHIPPING	
CARTON LENGTH:	8.3"
CARTON WIDTH:	6.5"
CARTON HEIGHT:	14.8"
CARTON WEIGHT:	2.9 lbs.

PRODUCT DETAILS:

- Mounting hardware is hidden on the backplate to ensure a clean silhouette.
- Suitable for use in wet (interior direct splash and outdoor direct rain or sprinkler) locations as defined by NEC and CEC. Meets United States UL Underwriters Laboratories & CSA Canadian Standards Association Product Safety Standards
- LED lamp included is JA8 2016 certified.
- LED Lamps carry a 3-year limited warranty
- 5 year finish warranty
- The Coastal Elements Collection offers versatile designs, constructed of composite materials and coated with anti-fading finishes, for maximum durability in harsh climates.
- Bold lines and a clean, minimalist style complement contemporary architecture
- Neutral perfection with a flawless white finish enhances design

HINKLEY
33000 Pin Oak Parkway
Avon Lake, OH 44012

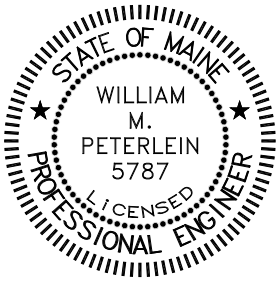
PHONE: (440) 653-5500
Toll Free: 1 (800) 446-5539

hinkley.com

EXHIBIT
GEO TECH SOILS

SUMMIT
GEOENGINEERING SERVICES

MEMORANDUM



Date: June 24, 2026

To: Dan Mareno

Project: Dance Center Annex, 16 Western Avenue, Auburn, Maine #26133

From: B. Peterlein P.E., Summit Geoengineering Services

RE: Test pit data and allowable bearing capacity recommendation

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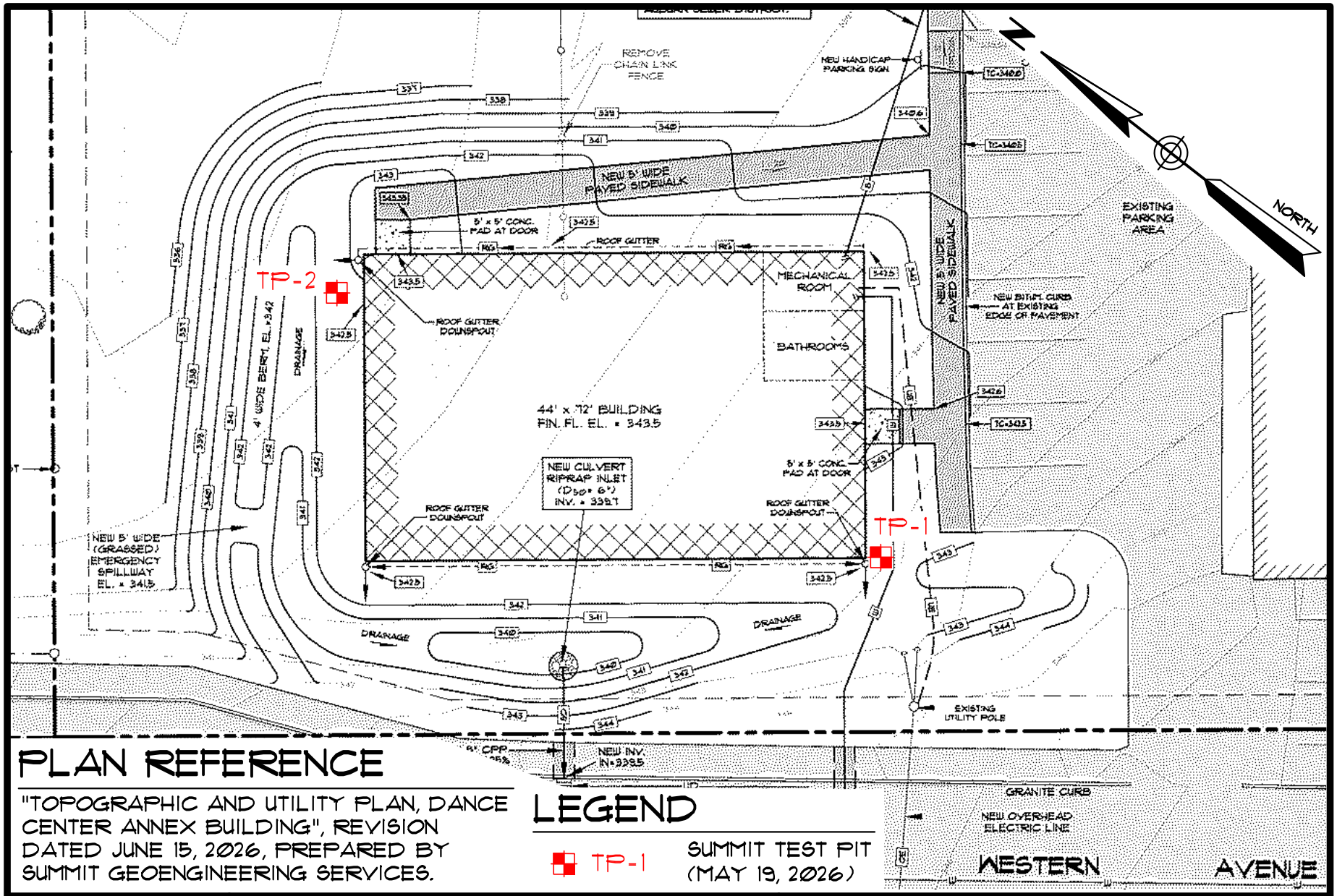
A total of two test pits were excavated to explore the subsurface conditions at the site on May 19, 2026. A test pit location plan and logs of the test pits are attached.

The subsurface conditions consisted of an 8-inch-thick topsoil layer over glacial till. The till is described as gravelly sand with a trace of silt. It is dense and contains occasional cobbles and boulders. Refusal was not encountered to a depth of 5 feet below the existing ground surface. No groundwater was observed.

We recommend that the footings for the building be constructed on 6 inches of ¾ inch crushed stone placed over the proof rolled subgrade soil. Proof rolling should consist of making a minimum of 6 passes over the exposed subgrade soil using a vibratory plate compactor with a minimum operating weight of 400 pounds. The footings can be proportioned using an allowable bearing pressure of 4,000 psf.

Perimeter underdrains are not necessary for a crawl space but should be installed if a full basement is constructed. Underdrains should consist of 4-inch perforated schedule 40 or SDR35 perforated pipe surrounded by a minimum of 6 inches of ¾ inch crushed stone encapsulated in a layer of non-woven geotextile.

Backfill used in and around the foundation walls and beneath slabs should consist of Gravel Borrow meeting the requirements of MDOT 703.19. We recommend that slabs be constructed on a minimum of 6 inches of ¾ inch crushed stone, compacted to lock the particles together.



PLAN REFERENCE

"TOPOGRAPHIC AND UTILITY PLAN, DANCE CENTER ANNEX BUILDING", REVISION DATED JUNE 15, 2026, PREPARED BY SUMMIT GEOENGINEERING SERVICES.

LEGEND

TP-1 — SUMMIT TEST PIT (MAY 19, 2026)

DATE: JUNE 25, 2026
JOB: 26133
FILE: 26133 TP
DRAWN BY: KRF
CHECKED BY: WMP
SCALE: 1" = 20'

OFFICE: 210 MAINE AVENUE
FARMINGDALE, MAINE
TEL.: (207) 446-3360

MAIL: P.O. BOX 515
GARDINER, ME 04345

SUMMIT
GEOENGINEERING SERVICES
www.summitgeoeng.com

TEST PIT LOCATION PLAN
DANCE CENTER ANNEX BUILDING

16 WESTERN AVENUE - AUBURN, MAINE

PREPARED FOR

THE DANCE CENTER LA, LLC

TEST PIT LOG

SUMMIT GEOENGINEERING SERVICES	Project: Dance Center Annex 16 Western Avenue Auburn, Maine	Test Pit # **TP-1** Project #: 26133 Groundwater: None Observed
Contractor: Dube Gravel	Ground Surface Elevation:	
Equipment: Tracked Excavator	Reference: South Building Corner	
Summit Staff: B. Peterlein, P.E.	Date: 5/21/2026	Weather: Sunny

Depth (ft)	DESCRIPTION	
	ENGINEERING	**GEOLOGIC/GENERAL**
	Dark brown fine Sandy SILT, trace rootlets, loose, moist, ML	8" TOPSOIL
1		
2	Reddish-brown Gravelly SAND, trace Silt, few Cobbles and Boulders, moist, dense, SP	GLACIAL TILL
3	difficult excavating	
4		
5		
6	End of Test Pit at 5 ft - Not Refusal	
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		



TEST PIT LOG

SUMMIT GEOENGINEERING SERVICES	Project: Dance Center Annex 16 Western Avenue Auburn, Maine	Test Pit # **TP-2** Project #: 26133 Groundwater: None Observed
Contractor: Dube Gravel	Ground Surface Elevation:	
Equipment: Tracked Excavator	Reference: North Building Corner	
Summit Staff: B. Peterlein, P.E.	Date: 5/21/2026	Weather: Sunny

Depth (ft)	DESCRIPTION	
	ENGINEERING	**GEOLOGIC/GENERAL**
	Dark brown fine Sandy SILT, trace rootlets, loose, moist, M	8" TOPSOIL
1		
2	Reddish-brown Gravelly SAND, trace Silt, few Cobbles and Boulders, moist, dense, SP	GLACIAL TILL
3	difficult excavating	
4		
5		
6	End of Test Pit at 5 ft - Not Refusal	
7		
8		
9		
10		
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15		
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17		



Auburn Water and Sewerage Districts
268 Court Street · Auburn, ME 04210
PO Box 414 · Auburn, ME 04212-0414
Tel: (207) 784-6469 · https://www.awsd.org

September 22, 2026

Daniel C. Moreno, NCARB, AIA
Maine, MA, VT Licensed Architect
Platz Associates
Two Great Falls Plaza
Auburn, ME 04210

Subject: Capacity to provide water and sewer service for proposed Dance Center at 16 Western Avenue

Dear Mr. Moreno,

This memorandum is to confirm that based on our review of the material submitted to us regarding the proposed project at 16 Western Avenue, there is adequate capacity at this address for the Auburn Water & Sewer District (AWSD) to provide water and sewer service.

For your information, water is provided along Western Avenue through an 8-inch diameter water main. A portion of Western Avenue is served by an 8-inch diameter gravity sewer line and nearby Court Street is served by a 15-inch gravity sewer.

Please reach out to Eddie Williams or myself to schedule the water service connection (tap) and for AWSD to conduct an inspection of the sewer connection once you know the timing of the proposed construction.



Michael Abbott, P.E., C.G., MPH
District Engineering & Assistant Superintendent
Auburn Water and Sewerage Districts

PLUMBING SYSTEM SIZING & COMPLIANCE MEMORANDUM

DATE: October 6, 2026
PROPERTY ADDRESS: 16 Western Ave, Auburn, Maine
PROJECT TYPE: 1-Story Commercial Building
GOVERNING CODES: Maine State Internal Plumbing Rules (10-144 CMR Chapter 238) / Uniform Plumbing Code (UPC)
SUBJECT: Comprehensive Sizing and Capacity Verification for Water Service and Main Building Drain

This technical compliance memorandum serves as formal documentation verifying that both the drainage system design and the internal water service layout for the commercial facility located at 16 Western Ave, Auburn, Maine, fully conform to the prescriptive standards of the Maine State Internal Plumbing Rules. Detailed calculations and utility structural interfaces are outlined below for review by the Local Plumbing Inspector (LPI).

1. SANITARY DRAINAGE (DWV) SYSTEM CAPACITY

The building's main sanitary drainage network consolidates waste into a single horizontal building drain. To determine compliance, all plumbing fixtures are assigned a Drainage Fixture Unit (DFU) value designated for Public/Commercial applications under standard Maine UPC criteria.

Fixture Type	Quantity	DFU per Unit	Total DFU Load
Water Closet (Toilet, Tank-Type, Public)	4	4.0	16.0 DFU
Lavatory / Hand Sink (Public)	3	2.0	6.0 DFU
Janitor Station / Service Mop Basin	1	3.0	3.0 DFU
TOTAL SYSTEM DRAINAGE LOAD	8	—	25.0 DFU

- **Horizontal Pipe Sizing & Slope:** The main interior collection line is specified as 4-inch nominal Schedule 40 PVC. Configured at a standard slope of 1/4 inch per linear foot (2% grade), a 4-inch line is code-rated to carry a maximum of 216 DFUs.
- **Capacity Utilization Margin:** 25.0 DFU / 216.0 DFU max = 11.57% capacity utilization. The pipe maintains an 88.43% pneumatic safety buffer, ensuring excellent gravity clearing flow and atmospheric balance.
- **The Maine 4-Toilet Rule Mandate:** Per Uniform Plumbing Code Section 703.2, any horizontal drainage branch collecting discharge from four (4) or more water closets is strictly mandated to be a minimum of 4 inches in diameter. The design satisfies this absolute constraint directly.

2. WATER SERVICE SUPPLY CAPACITY

The existing infrastructure includes a 1-inch nominal service line spanning a ~100-foot run from the municipal water meter connection core into the facility. This assessment establishes that the 1-inch service line retains ample capacity to support all fixtures without experiencing detrimental pressure drops or code velocity overruns.

Fixture Type	Quantity	WSFU per Unit	Total WSFU Load
Water Closet (Flush Tank type)	4	5.0	20.0 WSFU
Lavatory / Hand Sink	3	2.0	6.0 WSFU
Janitor / Service Sink	1	3.0	3.0 WSFU
TOTAL SYSTEM SUPPLY LOAD	8	—	29.0 WSFU

- **Project Peak Demand:** Applying the standard Hunter's Curve for commercial tank-type plumbing configurations, a total fixture load of 29.0 WSFUs corresponds to an intermittent peak flow requirement of 20 to 23 Gallons Per Minute (GPM).
- **1-Inch Pipe Capability:** A standard smooth-walled 1-inch line safely conducts a continuous flow of 35 to 40 GPM and temporary surges over 50 GPM.
- **Flow Velocity Safe Controls:** At the projected peak flow of 23 GPM, the internal flow velocity remains at 4.7 feet per second (FPS). This stands safely below the code maximum threshold of 5 to 8 FPS, establishing a 40%+ wear buffer that limits hydraulic scour, cavitation, and plumbing noise.

3. INTERIOR CODES & DISTRIBUTION CONFIGURATION

To protect pressure distributions across the floor plan, the primary internal pipe matrix must down-step from the main trunk according to standard Maine plumbing distribution guidelines:

- **1-Inch Main Trunk (Up to 40 WSFU Capacity):** Must extend directly from the internal water meter terminal to the first principal multi-fixture distribution cluster split.
- **3/4-Inch Distribution Sub-Branch (Up to 15 WSFU Capacity):** Configured to isolate the main restroom clusters, safely supplying up to 2 flush-tank toilets and 2 lavatories operating simultaneously.
- **1/2-Inch Fixture Branch (Up to 4 WSFU Capacity):** Sized to supply individual localized fixtures independently, or a combo of up to two lavatory units.
- **3/8-Inch Individual Drop Line / Flex:** Restricted strictly to the final individual flexible appliance connections trailing from isolation wall valves to separate toilets or faucet inlets.

Note on Municipal Pressure: Standard Maine State Plumbing Code dictates that if the static incoming municipal main supply pressure exceeds 80 PSI, an approved Pressure Reducing Valve (PRV) must be installed immediately downstream of the building's internal water meter assembly to safe-keep individual device gaskets and flush mechanisms.

4. SITE CIVIL & UTILITY INTERFACE COMPLIANCE

• **Developed Run and Drop Bounds:** The interior 4-inch main lines track a total linear developed run of 20 feet under the slab to exit the building envelope. At a 1/4" per foot fall, the main line establishes a total vertical drop of exactly 5 inches, ensuring consistent gravity velocities.
• **Change of Direction Bounds (135° Rule):** Horizontal changes in direction will utilize long-sweep 90-degree curves or combinations of dual 45-degree fittings. The total accumulation of directional turns between accessible cleanouts will remain below 135 degrees to prevent solids obstruction.
• **Downstream Connection Structure:** The 4-inch Schedule 40 PVC collection main transitions to the 6-inch municipal lateral sewer line strictly outside the structural foundation wall. The connection will utilize an approved eccentric reducer fitting to keep the internal crowns of the pipes perfectly aligned, blocking air-pocket backups.
• **Municipal Material Controls:** Any exterior underground lateral piping extending into the public utility easement will transition to approved heavy-wall SDR 35 PVC (or as designated specifically by Auburn Water & Sewerage District specifications).
• **Utility Clearance Separation Mandates:** To eliminate cross-contamination risks, a minimum 10-foot horizontal separation distance must be continuously maintained between the underground water service line and the main sanitary sewer line. Where tight crossing conditions occur, the water service must sit a minimum of 18 inches vertically above the crown of the sewer line invert.

5. SUBMITTAL & STRUCTURAL AUTHORIZATION VERIFICATION

By signing below, the installing contractor or designer verifies that the sizing parameters compiled within this memorandum accurately represent the layout to be executed at 16 Western Ave, Auburn, Maine. All works will remain exposed for visual inspection and hydrostatic pressure tests prior to rough-in sign-off by the Auburn Local Plumbing Inspector (LPI).

Tracy Uzbaltis

Installing Licensed Plumber / Designer Signature

Date 10/5/2026

09187 Pop's Plumbing + Heating

Maine Plumbing License Number / Company Name

Project Reference ID

Bangor Savings Bank

You matter more.

August 31, 2026

City of Auburn Planning and Code
60 Court Street
Auburn, ME 04210

Re: The Dance Center – 16 Western Ave

To the Planning and Code Enforcement Office:

Please be advised that The Dance Center has a business relationship with Bangor Savings Bank. All accounts have been maintained as agreed, and the business is in good standing with the Bank. As of August 31, 2026, The Dance Center has the financial capacity to complete its upcoming construction project on Western Ave. If you have any questions, please feel free to reach out to me at (207)420-3920.

Sincerely,

Donald T. Hinkley
Vice President, Senior Relationship Manager
Bangor Savings Bank

Notice: The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The Federal agency that administers compliance with this law concerning this creditor is Federal Deposit Corporation, Consumer Response Center, 1100 Walnut Street, Box 11, Kansas City, MO 64016.

The police department has some quick additional questions. They would like to make sure that parking and parent pickup/drop-off activity allow safe pedestrian movement and keep travel aisles and emergency access clear during simultaneous use of both buildings. Could you quickly answer these when you get a chance?

Traffic estimates: The calculations appear to count students rather than all vehicle arrivals and departures, particularly parents making separate drop-off and pickup trips. A revised estimate should address peak-hour activity for both buildings.

Overall, the new annex building will relocate existing older company dancers to the new space and *will not increase traffic to the facilities*. The traffic existing and proposed will remain unchanged due to the fact that the Annex building is providing a new and improved space for the older company dancers (Annex Dancers) to practice compared to practicing in the existing facility. The 10-15 Annex Dancers will simply relocate from the existing facility to the new Annex facility. The Annex Dancer schedule is staggered from the existing facility with supports the younger dancer/students.

To clarify the initial "count" is based on a per student / vehicle basis, The calculation should have noted this is also per vehicle. The rationale being for the worst-case scenario.

To clarify, the hours of operation "doors open close" varies between facilities. The existing facility's hours are 4pm to 830pm and the Annex building is from 3pm to 9pm.

Overlapping schedules: The application states the schedules will not conflict, but the listed operating hours overlap from 4–7 p.m. on several weekdays. Actual class start and end times should support that claim.

The Annex building's schedule is Monday through Thursday with a rare Friday evening option. The peak hours are typically 3pm and 9pm and involves 15-17 vehicles at a worse case scenario. This would be 15 dancers and 2 trainer/ coaches/instructors.
The Existing Facility's schedule is predominantly Monday through Thursday with a rare Friday evening option, and Saturdays 8am to noon. There would be an initial peak at 4pm of 15- 20 students/vehicles arriving for the first class of the evening. The end of the first class at 5:15-530 pm is the peak highest, with 15-20 trips departing and 15-20 arriving for the 2nd class.

Parking and pedestrian safety: Parking decreases from 38 to 37 spaces. The applicant should demonstrate adequate parking during simultaneous use and identify pickup/drop-off locations that keep travel aisles, sidewalks and emergency access clear.

The Annex Dancers arrive at 3pm and stay till 830-9pm depending on their instruction. Their parking would be nearest the annex, the lower lot and on street parking.
The Existing facility's pick up and drop off is:

1. **Subject to the age most parents drop off upon entering the upper parking lot, drop off either at the top of the parking lot or in the lower lot and exit through the annex side of the driveway. This pathway is one way and well lighted.**
2. **Some parents opt to park and drop off their child. While other parents will park and escort their child into the building. This is subject to the child's age and parents discretion.**
3. **Of the 37 parking spaces, 15-17 may be used by the annex. The remaining 20 spaces may be used by the existing facility's users.**
4. **Some may use on street parking, which is permitted and access via sidewalks.**
5. **Note parking is not required within this zone.**

Scope of use: Traffic estimates assume 10–15 annex dancers, while the narrative references occupancy of up to 149. The intended attendance and limitations on larger activities should be clearly established.

The occupancy reference is an internal code calculation required for the use for worse case scenario unrelated to the parking , which is not calculated nor required. The limitation on the use is instruction only , no performances allowed. The new annex space is being utilized to allow for the company annex dancers to have a larger space to move, dance and practice routines.

City of Auburn
City Council Information Sheet

Council Workshop or Meeting Date: September 8, 2026 **ORDER 75-09082026**

Author: DeCarlo Brown, Director of Planning and Permitting

Subject: Proposed Zoning Ordinance Map Amendment– Pownal Road

---

Information: On August 3, 2026, the City Council discussed a request by a property owner to rezone a portion of the Agricultural and Resource Protection District to Low Density Rural Residential. Following a brief discussion on the current and proposed comprehensive plan, the Council requested staff to draft an order(attached) to begin the process of adoption for the Planning Board.

In accordance with Section 60-1445, Zoning Ordinance:

"*Amendments to the zoning ordinance, including the zoning map, may be initiated by the planning board on its own initiative or upon request by the city council or by a petition signed by not less than 25 registered voters of the city*."

The proposed order would constitute a request by the city council.

Section 60-1446 continues:

"Each proposal to change the zoning map shall be made in writing and shall explicitly state the nature, extent, location and purpose of the map change proposed and shall be accompanied by a black line print of a diagram drawn to scale showing and stating clearly the dimensions in feet, the area, metes and bounds of the land proposed for a change and a sketch or other explicit identification of the general location and relationship of such land to some major neighborhood or other recognizable geographic segment of the city. Petitions shall be filed not less than 30 days prior to a regularly scheduled meeting."

Accordingly, staff offers the following information:
Nature and extent – a zoning map amendment rezoning a portion of the city from Agriculture and Resource Protection (AG) to Low Density Rural Residence (RR) in a strip as illustrated in the attached maps.

Location –A southeastern section of Pownal Road to extend a strip of Low Density Rural Residence District approximately 1200 feet southeast toward the City of Auburn Boundary. The zoning district strip is approximately 450 feet wide from the road center line adjusted for property boundaries.

Purpose – To align the designation of the Zoning Map with the goals, policies, and future land use designations established in the Comprehensive Plan, thereby promoting public health, safety, and general welfare, and successfully maintaining a rational, balanced land use pattern across the municipality.

City Budgetary Impacts: None.

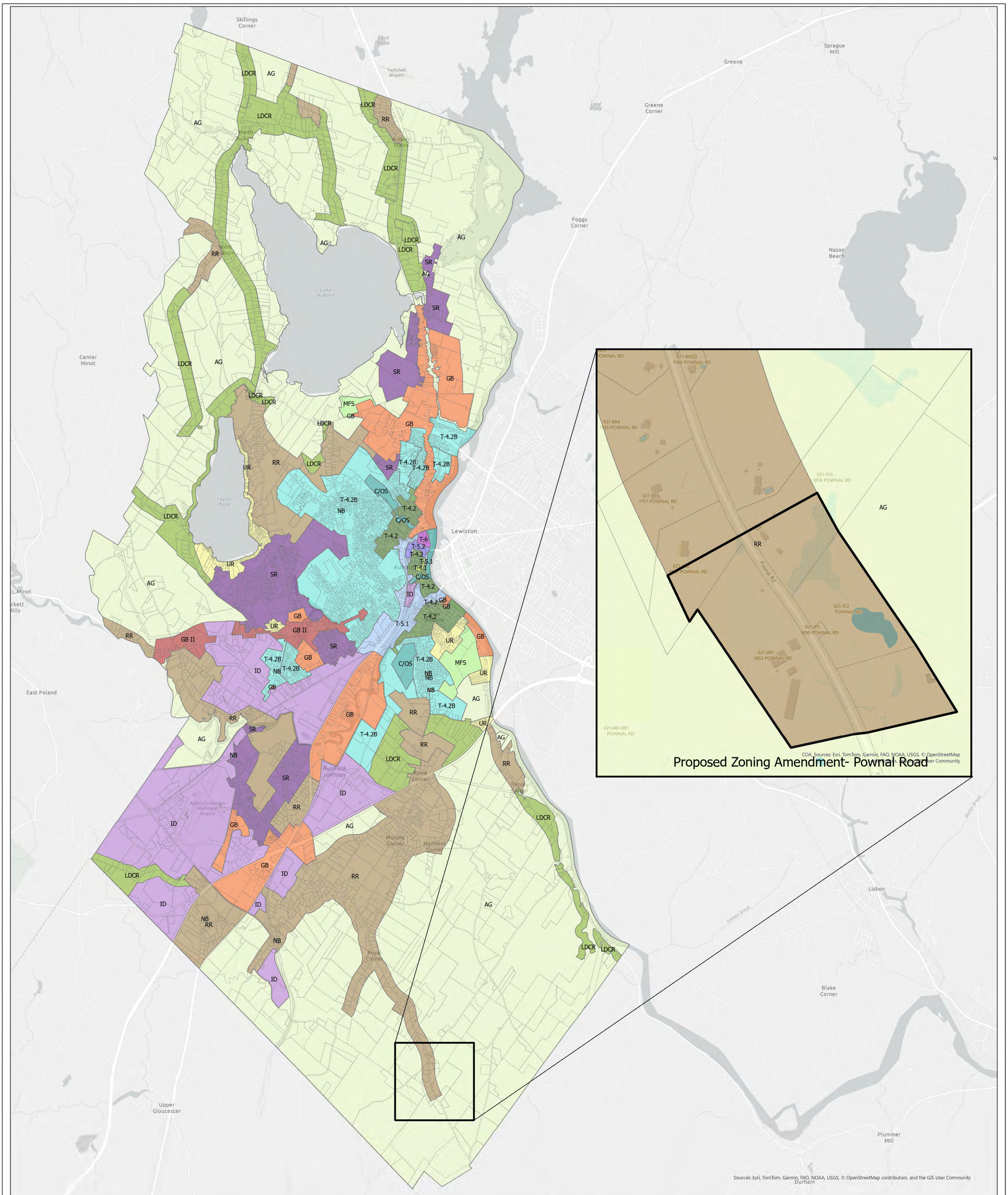
Staff Recommended Action: Approval of the Draft Order to the Planning Board.

Previous Meetings and History: August 3, 2026, City Council Workshop

City Manager Comments:

I concur with the recommendation. Signature: Phillip Crowell Jr.

Attachments: Draft Order, Proposed Zoning Amendment Map (Updated 8/18/2026)



Proposed Zoning Amendment

Pownal Road- August 2026

MAPAUBURN

60 Court Street
Auburn, ME
207.333.6601

Updated: 8/18/2026

Zoning

- AG - AGRICULTURE AND RESOURCE PROTECTION
- C/OS - Conservation / Open Space
- GB - General Business
- GB II - General Business II
- ID - Industrial
- LDCR - Low Density Country Residential
- MFS - Multi-Family Suburban
- NB - Neighborhood Business
- RR - Rural Residential
- SR - Suburban Residential
- T-4.1 - Traditional Mainstreet Neighborhood
- T-4.2 - Traditional Downtown Neighborhood
- T-4.2B - Traditional Neighborhood Development District
- T-5.1 - Downtown Traditional Center
- T-5.2 - Downtown City Center
- T-6 - Great Falls Metropolitan
- UR - Urban Residential
- Parcels

N

0 7,500 Feet

This map was created by Auburn's ICT Department. While every effort has been made to ensure that these data are accurate and reliable, the City of Auburn cannot accept any responsibility for any errors, omissions, or positional accuracy, and therefore, there are no warranties which accompany this product. Users of the information displayed on this map are strongly cautioned to verify all information before making any decisions.

ORDER 75-09082026

City Council Order

IN CITY COUNCIL

ORDERED, that the City Council direct staff to draft a Zoning Map Amendment consistent with the adopted Comprehensive Plan for consideration by the Planning Board and direct the Planning Board to review a proposed amendment, hold a Public Hearing and forward a recommendation back to the City Council on the following map amendment:

A. **Pownal Road Zoning District Map Amendment** - The adoption of a zoning map amendment along a southeastern section of Pownal Road to extend a strip of Low Density Rural Residence District approximately 1200 feet southeast toward the City of Auburn Boundary. The zoning district strip is approximately 450 feet wide from the road center line adjusted for property boundaries. Considered changes include changing an area of Agriculture and Resource Protection (AG) to Low Density Rural Residence (RR) in a strip as described above.

Rachel B. Randall, Ward One
Kelly Butler, Ward Four
Belinda A. Gerry, At Large
Timothy M. Cowan, Ward Two
Leroy G. Walker, Ward Five
Jeffrey D. Harmon, Mayor
Mathieu Duvall, 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 8, 2026 **ORDINANCE XX-XXXXXXXX**

Author: DeCarlo Brown, Director of Planning and Permitting

Subject: Proposed Zoning Ordinance Map Amendment– Pownal Road

---

Information: On August 3, 2026, the City Council discussed a request by a property owner to rezone a portion of the Agricultural and Resource Protection District to Low Density Rural Residential. Following a brief discussion on the current and proposed comprehensive plan, the Council requested staff to draft an order(attached) to begin the process of adoption for the Planning Board.

In accordance with Section 60-1445, Zoning Ordinance:

"*Amendments to the zoning ordinance, including the zoning map, may be initiated by the planning board on its own initiative or upon request by the city council or by a petition signed by not less than 25 registered voters of the city*."

The proposed order would constitute a request by the city council.

Section 60-1446 continues:

"Each proposal to change the zoning map shall be made in writing and shall explicitly state the nature, extent, location and purpose of the map change proposed and shall be accompanied by a black line print of a diagram drawn to scale showing and stating clearly the dimensions in feet, the area, metes and bounds of the land proposed for a change and a sketch or other explicit identification of the general location and relationship of such land to some major neighborhood or other recognizable geographic segment of the city. Petitions shall be filed not less than 30 days prior to a regularly scheduled meeting."

Accordingly, staff offers the following information:
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Location –A southeastern section of Pownal Road to extend a strip of Low Density Rural Residence District approximately 1200 feet southeast toward the City of Auburn Boundary. The zoning district strip is approximately 450 feet wide from the road center line adjusted for property boundaries.

Purpose – To align the designation of the Zoning Map with the goals, policies, and future land use designations established in the Comprehensive Plan, thereby promoting public health, safety, and general welfare, and successfully maintaining a rational, balanced land use pattern across the municipality.

City Budgetary Impacts: None.

Staff Recommended Action: Approval of the Draft Order to the Planning Board.

Previous Meetings and History: August 3, 2026, City Council Workshop

City Manager Comments:

I concur with the recommendation. Signature: Phillip Crowell Jr.

Attachments: Draft Order, Proposed Zoning Amendment Map (Updated 8/18/2026)

City of Auburn, Maine
Office of Planning & Permitting
60 Court Street | Auburn, Maine 04210
www.auburnmaine.gov | 207.333.6601

To: City of Auburn City Council
From: DeCarlo Brown, Planning Director
Re: Pownal Road Map Amendment -Workshop

Date: July 27, 2026

OVERVIEW

Background

A property owner on Pownal Road has commented on the discrepancies in zoning between like parcels. The property located at 1890 Pownal Road is currently located within the Agricultural and Resource Protection District (AG). The AG District does not allow residential dwellings as a primary use. The parcel is bordered by a split zoned property to the west which is within both the Low Density Rural Residential District (RR) as well as AG.

Prior to beginning the process of a Zoning Map Amendment, staff seeks feedback on the timing of the amendment, and the general will of the council. The City of Auburn is currently completing a Comprehensive Plan for the city. This and like parcels on Pownal Road are proposed to be included in a Land Use category on the Future Land Use Map which would allow residential dwellings as a principal use. Both the current Future Land Use Map included in the active Comprehensive Plan (2021) and the proposed Future Land Use Map support parcels similar to the subject property to be rezoned for residential use.

ZONING PROVISIONS

- **Sec. 60-1445. - Purpose.**

Amendments to the zoning ordinance, including the zoning map, may be initiated by the planning board on its own initiative or upon request by the city council or by a petition signed by not less than 25 registered voters of the city.

(Ord. of 9-21-2009, § 8.1A)

- **Sec. 60-1446. - Proposal made in writing.**

Each proposal to change the zoning map shall be made in writing and shall explicitly state the nature, extent, location and purpose of the map change proposed and shall be accompanied by a black line print of a diagram drawn to scale showing and stating clearly the dimensions in feet, the area, metes and bounds of the land proposed for a change and a sketch or other explicit identification of the general location and relationship of such land to some major neighborhood or other recognizable geographic segment of the city. Petitions shall be filed not less than 30 days prior to a regularly scheduled meeting.

Planning Board Recommendation Required

Sec. 60-1496. - Report in writing.

The planning board shall, within 30 days of the conclusion of the public hearing, report in writing the results of the hearing and recommendations of the board on the amendment to the city council.

STATE REQUIREMENT FOR CONSISTENCY

30-A §4352. Zoning ordinances

2. Relation to comprehensive plan. A zoning ordinance must be pursuant to and consistent with a comprehensive plan adopted by the municipal legislative body

COMPREHENSIVE PLAN (2021) INFORMATION

The active comprehensive plan separates land into three classifications, Growth Areas, Limited Growth Areas, and Non-Growth Areas. These classifications align with state classifications of Growth, Transition, and Rural Areas respectively. Page 8 of the Comprehensive Plan describes the differences between the two areas present in the area Limited Growth and Non-Growth.

Page 8

2. LIMITED GROWTH AREAS – Areas that are either mostly developed, and therefore have limited development potential; or that have vacant or under-utilized land where the city desires a limited amount of growth and development over the next ten years.

3. RESTRICTED OR NON-GROWTH AREAS – Areas that are unsuitable or are otherwise undesirable for development; in these areas, the city desires to see little or no growth and development over the next ten years.

The attached maps illustrate the specific land use category of the Limited Growth Area which encompasses the majority of parcels west of the subject property. A residential strip is intended to include all parcels on Pownal Road which meet the criteria listed above. The parcels in the subject area appear to meet these criteria but are not included in the Future Land Use Map as illustrated. In this case the lack of illustration on the Future Land Use Plan is not an eliminating factor due to the language of the plan.

Page 86

3. RURAL RESIDENTIAL ROAD STRIPS The city has historically zoned narrow strips of land along some rural roads for low density residential development. These strips represent a compromise between the City's goal of limiting residential development in rural areas, and existing conditions along these rural roads. As part of the development of the Future Land Use Plan (see Chapter 2), the City conducted a comprehensive review of where residential strips should and should not be created based upon the following set of criteria. The considerations outlined below apply sequentially – first to identify where strips are appropriate based on current land use patterns, and then to work through where residential strips are inappropriate based on a variety of considerations.

Consideration #1 – Established Residential Pattern A residential strip may be provided along a rural road where there is an established pattern of residential uses along the road. An established residential pattern means at least 6-8 homes per half mile counting both sides of the road. In general, both sides of a road should have a residential strip unless there is a significant reason not to allow residential development based on the following considerations.

Consideration #2 – Reserve Area Adjacency A residential strip should not be provided along a rural road if the area adjacent to the road is a "reserve area" where the objective is to maintain the land as undeveloped to allow for its conversion to a different use in the foreseeable future. There should be some realistic expectation that something will occur that will change the desired land use for the area in the future.

Consideration #3 – Natural Resource Adjacency A residential strip should not be provided along a rural road if the area adjacent to the road has significant natural resource value. Areas with significant natural value include areas that are zoned Resource Protection or are high value wetlands, 100 Year floodplains, significant wildlife habitats, and areas with steep slopes (>25%).

Consideration #4 – Conservation/Open Space Adjacency A residential strip should not be provided along a rural road where the adjacent land is protected open space, or where there is a reasonable expectation that the land will be preserved as open space in the foreseeable future, and residential development is inconsistent with that open space use.

Consideration #5 -- Ability to Provide Public Services A residential strip should not be provided along a rural road if residential development will tax the City's ability to provide municipal services as indicated by the following: • The road is a gravel or dirt road • The road is a poorly maintained paved road that will need to be improved to support residential development along it

Consideration #6 – Water Quality Protection A residential strip should not be provided along rural roads with undeveloped frontage that are in the watershed of Lake Auburn unless such development will not have an adverse impact on the lake's water quality.

The Future Land Use Plan (see Chapter 2) shows the areas where low density residential development is proposed to be allowed along rural roads based on these criteria. <u>These criteria should be used in the future to review the areas designated as residential strips as conditions change, or to review property owner-initiated requests for rezoning.</u>

The boundaries of the Rural Residential Road Strips illustrated on the plan are general and are intended to be a guide. If the property can fulfill the listed requirements above the land use can be considered consistent with the plan.

Page 99

The boundaries shown on the Future Land Use Plan are general. They are intended to reflect the general pattern of desired future land use. The allowed uses and development standards set out for each land use designation are intended to serve as guidelines as the zoning ordinance is reviewed and revised. The lists of uses and the discussion of potential development standards are not intended to be all-inclusive. Rather, they are intended to outline the basic character and types of development desired in each land use area to guide the revision of the City's zoning ordinance and other land use regulations. In the preparation of the revised zoning provisions, some of the designations may be combined or rearranged to create a workable number of zoning districts

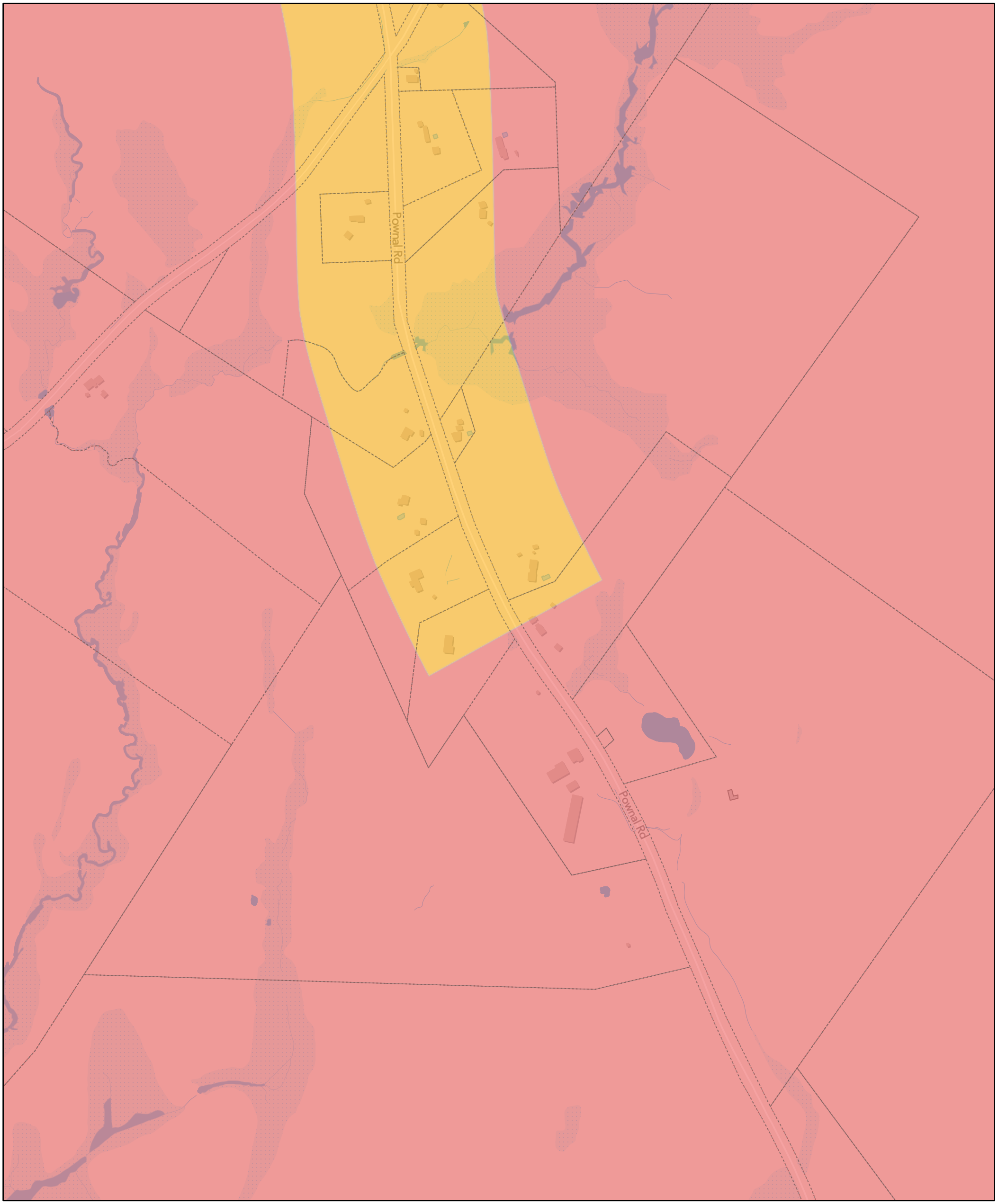
Please see attached pages which discuss the Residential development district and the Agricultural District to frame discussions for appropriateness on the map amendment

Page 109 map Residential development district 120 description

POSSIBLE DIRECTIONS

1. Discuss boundaries of the residential strip and the timing of the Map amendment request.
2. Direct staff to draft an order for the Council requesting the Planning Board conduct a public hearing on a Map Amendment.
3. Direct staff to draft an amendment to coincide with the adoption of the proposed Comprehensive Plan.
4. Direct staff to follow a different path determined by Council discussion.

ArcGIS Web Map



7/27/2026, 10:53:08 AM

Current Parcels _ Public

Future Land Use_ Growth Area

Non-Growth

Limited Growth

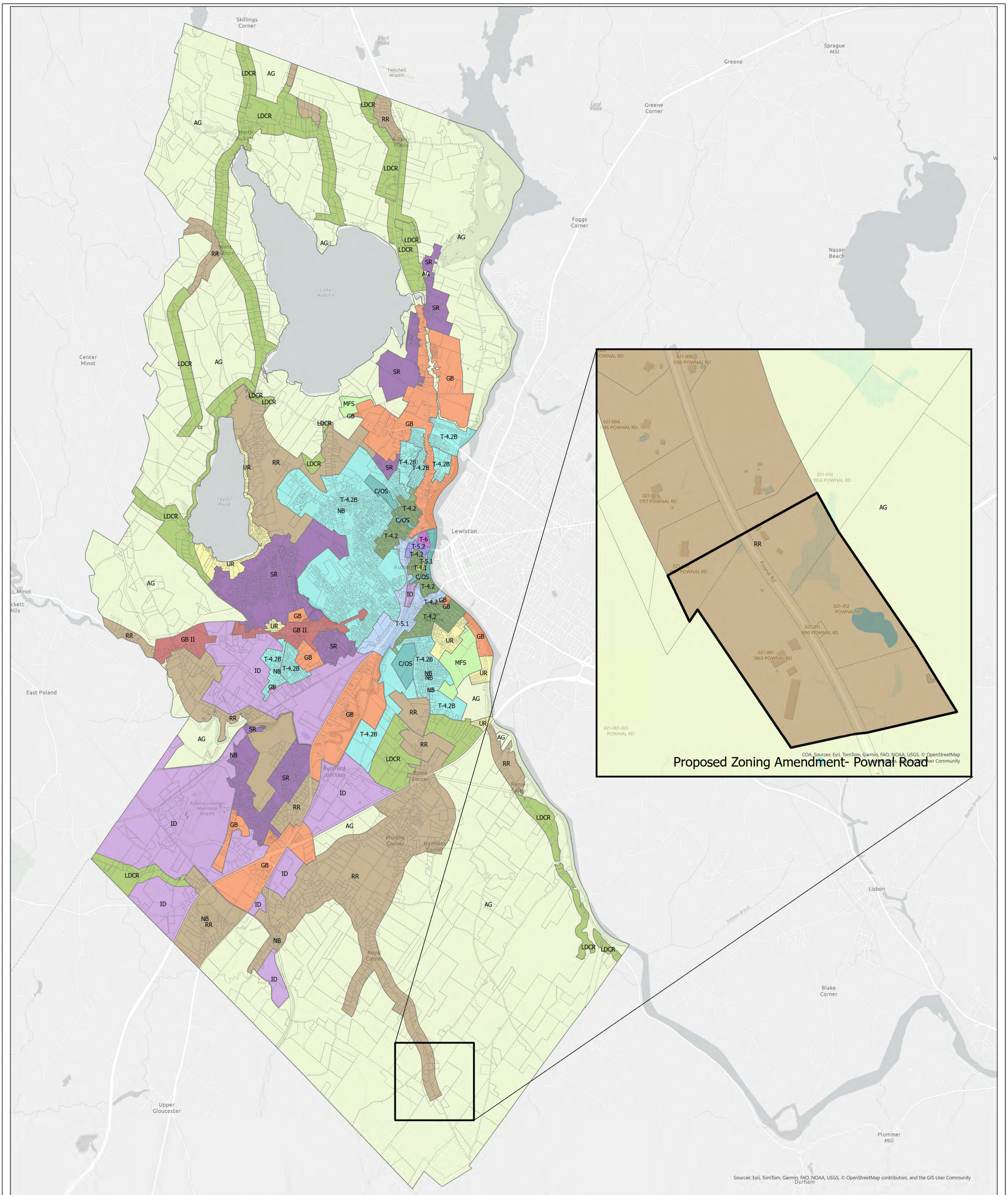
Boundary (for AOI)

1:6,910

0 0.05 0.1 0.2 mi

0 0.07 0.15 0.3 km

Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, © OpenStreetMap contributors, and the GIS User Community



Proposed Zoning Amendment

Pownal Road- August 2026

MAPAUBURN

60 Court Street
Auburn, ME
207.333.6601

Updated: 8/18/2026

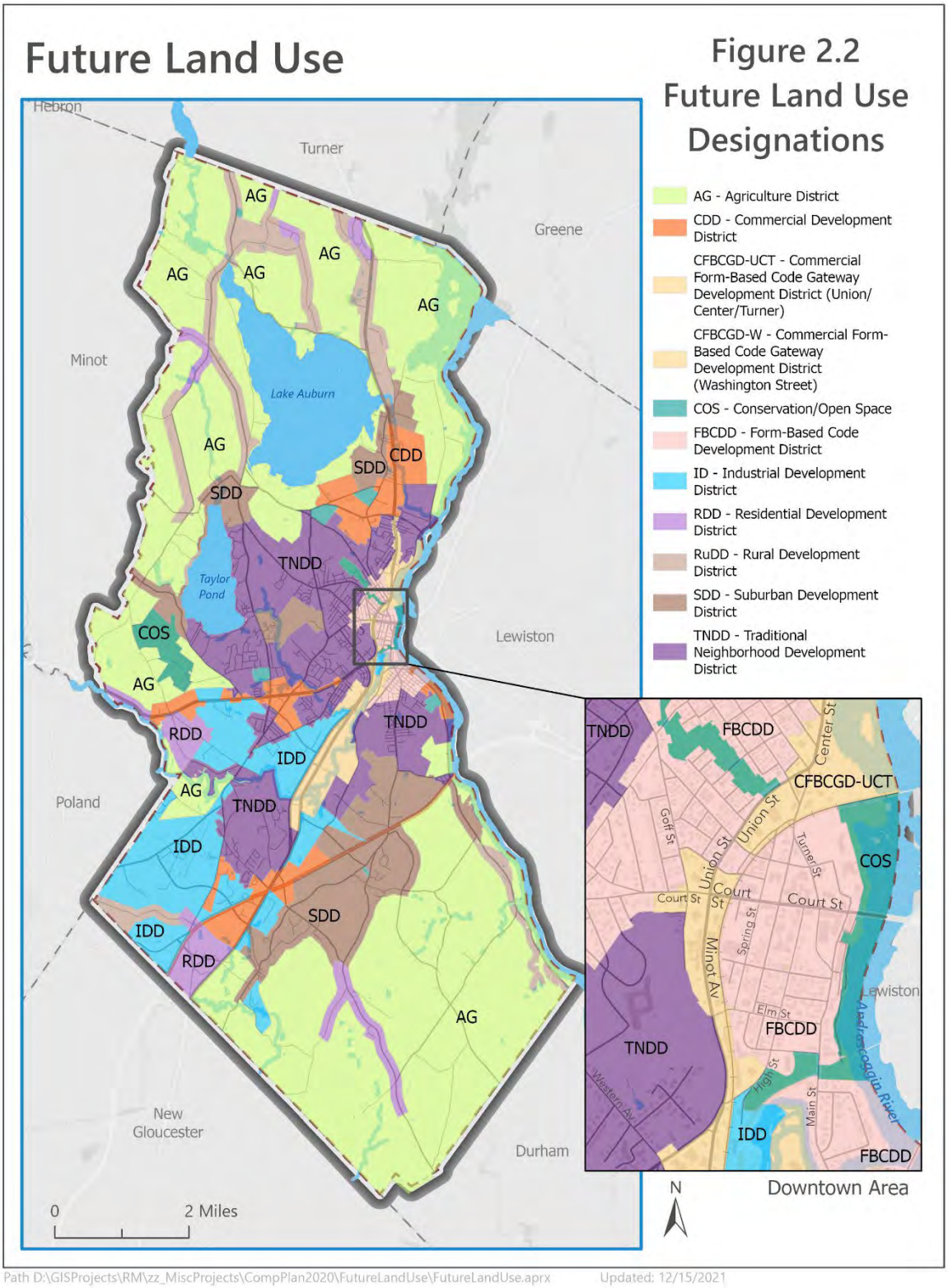
Zoning

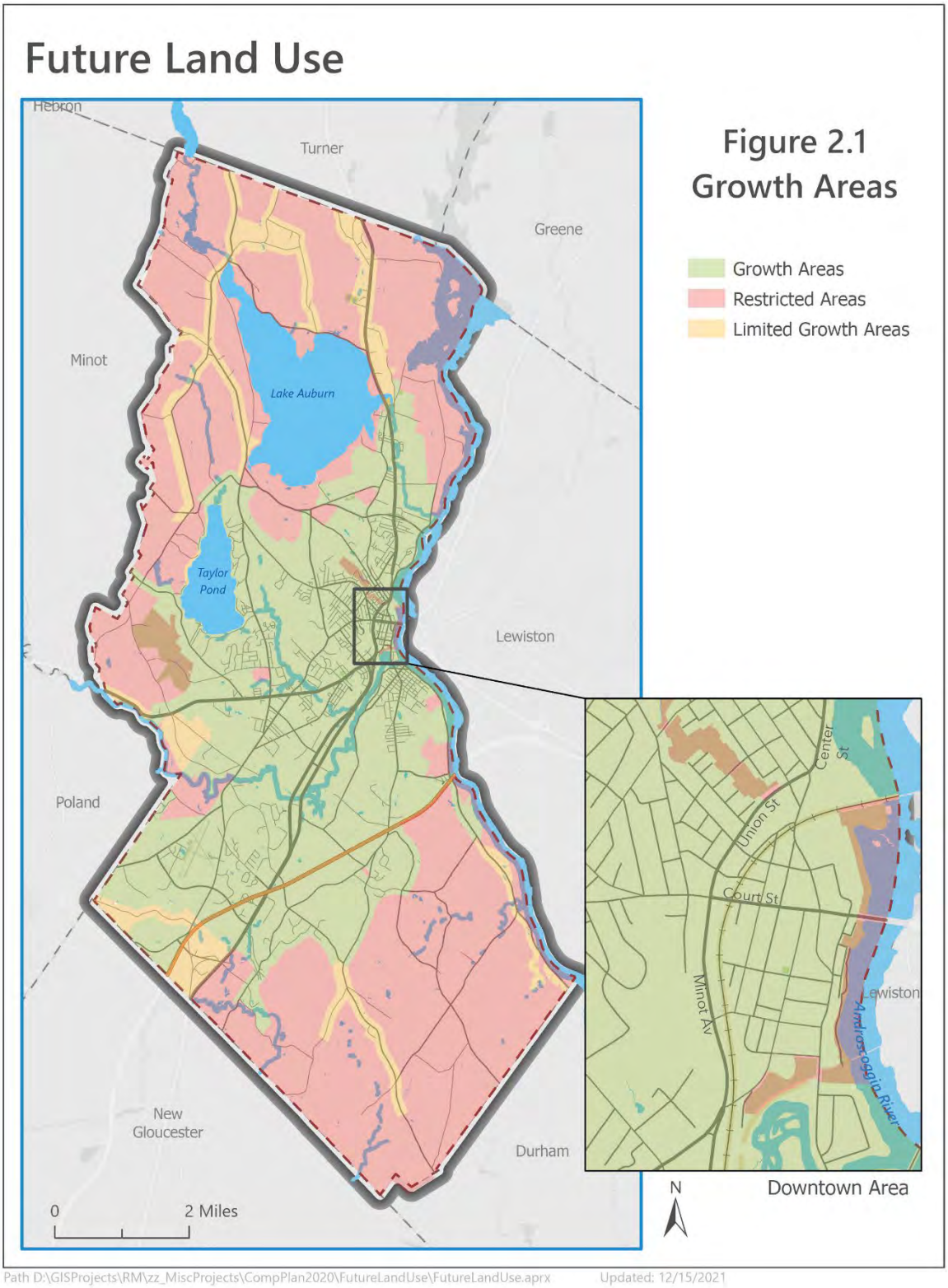
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- Parcels

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Future Land Use
Figure 2.2
Future Land Use Designations
AG - Agriculture District
CDD - Commercial Development District
CFBCGD-UCT - Commercial Form-Based Code Gateway Development District (Union/ Center/Turner)
CFBCGD-W - Commercial Form-Based Code Gateway Development District (Washington Street)
COS - Conservation/Open Space
FBCDD - Form-Based Code Development District
ID - Industrial Development District
RDD - Residential Development District
RuDD - Rural Development District
SDD - Suburban Development District
TNDD - Traditional Neighborhood Development District
Hebron
Turner
Greene
Minot
Lake Auburn
Taylor Pond
Lewiston
Poland
New Gloucester
Durham
AG
CDD
SDD
TNDD
COS
RDD
IDD
0
2 Miles
N
Downtown Area
FBCDD
CFBCGD-UCT
Center St
Union St
Goff St
Turner St
Court St
Spring St
Minot Av
Elm St
High St
Main St
Western Av
Androscoggin River
Path D:\GISProjects\RM\zz_MiscProjects\CompPlan2020\FutureLandUse\FutureLandUse.aprx
Updated: 12/15/2021


Future Land Use
Hebron
Turner
Greene
Minot
Lake Auburn
Taylor Pond
Lewiston
Poland
New Gloucester
Durham
0
2 Miles
Figure 2.1
Growth Areas
Growth Areas
Restricted Areas
Limited Growth Areas
Center St
Union St
Court St
Minot Av
Androscoggin River
N
Downtown Area
Path D:\GISProjects\RM\zz_MiscProjects\CompPlan2020\FutureLandUse\FutureLandUse.aprx
Updated: 12/15/2021

Chapter 2 - Future Land Use Plan

The Future Land Use Plan shows graphically how the City's land use policies apply to the land area of the community, and where and how growth and development should and should not be accommodated over the next decade. The Future Land Use Plan is not a zoning map. It is intended to show, in a general sense, the desired pattern of future land use and development. The intention is that this Future Land Use Plan will guide near-term revisions to the City's zoning ordinance and maps to assure that the City's land use regulations are consistent with the policies set forth in this *Comprehensive Plan*. In addition, by designating transitional districts, the Future Land Use Plan is designed to guide future zoning changes when the circumstances become appropriate.

This Future Land Use Plan reaffirms the basic objective of land use planning, that development in Auburn should grow out from the historic cores (downtown, Danville, New Auburn, West Auburn and East Auburn) and from older established neighborhoods. This policy was originally set forth in the City's first comprehensive plan over a half century ago and has continued to guide the City's land use planning ever since. We continue to believe that growth out from the downtown core and older established neighborhoods provides the most efficient utilization of city services. This plan does not favor "leapfrog" development in the outlying sections of the city. This pattern is often referred to as "suburban sprawl," and is not considered desirable for Auburn. The effect of continuing this long-standing principle is to guide most new development into the area south of Lake Auburn and Taylor Pond and around potential passenger rail and turnpike exits (**See Section G: Transportation Policies**). Figure 2.1 identifies these areas as the City's Growth Area and Limited Growth Area; they are depicted in the brown and tan colors.

The boundaries shown on the Future Land Use Plan are general. They are intended to reflect the general pattern of desired future land use. The allowed uses and development standards set out for each land use designation are intended to serve as guidelines as the zoning ordinance is reviewed and revised. The lists of uses and the discussion of potential development standards are not intended to be all-inclusive. Rather, they are intended to outline the basic character and types of development desired in each land use area to guide the revision of the City's zoning ordinance and other land use regulations. In the preparation of the revised zoning provisions, some of the designations may be combined or rearranged to create a workable number of zoning districts

Organization of the Future Land Use Plan

The Future Land Use Plan is organized around the concept of growth and rural (or limited growth) areas set forth in the state's Growth Management Law. The state defines a "growth area" as an area that is designated in the city's comprehensive plan as suitable for orderly residential, commercial, or industrial development, and into which most development projected over ten years is directed. The state defines a "rural area" as an area that is designated in the comprehensive plan as deserving of some level of regulatory protection from unrestricted development for purposes such as supporting agriculture, forestry, mining, open space, habitat protection, or scenic lands, and from which most development projected over ten years is diverted. The state also recognizes the concept of "transitional areas," or areas that are suitable to accommodate a share of projected development, but at lower levels than a growth area, and without the level of protection accorded to rural areas.

The terminology of the state law – growth, rural, and transitional – can lead to confusion. The three terms are used to indicate the desired/anticipated level or share of future growth and development that will occur in the three areas -- but the terms do not indicate that in common usage. For example, an undeveloped floodplain within the built-up area might be identified as a non-growth area but labeling it as "rural" can be misleading. Similarly calling an established residential neighborhood a "transitional" area or a "growth" area can also be misleading if the objective is to maintain the neighborhood "as is".

Future Land Use Categories

For the Future Land Use Plan, three basic growth categories are used based upon the standards set out by the state and the desired level of future development in the City (see Figure 2.1 following page):

1. GROWTH AREAS – Areas where the city wants growth and development to occur. The anticipation is that most residential and non-redevelopment over the next ten years will occur in these growth areas.

2. LIMITED GROWTH AREAS – Areas that have limited development potential or that have vacant or under-utilized land where the city desires a limited amount of growth and development over the next ten years.

3. NON-GROWTH AREAS – Areas that are either unsuitable for development or in which the city desires to see little growth and development over the next ten years.

PLANNED UNIT DEVELOPMENTS (PUD)

Objective – As part of the comprehensive rezoning process, the City should continue to provide for a greater variety and choice of design for urban and suburban living, to gain efficiencies, to coordinate design development efforts, to consider and make available open space, to utilize new technologies for land development and to offer a flexible alternative to conventional land control regulations by allowing for Planned Unit Developments for residential, commercial and industrial projects. The type and amount of development permitted should continue to be based on the Planning Board's evaluation of the development proposal and the purposes set forth in the 2021 Auburn Code of Ordinances. The city should continue with the four types of Planned Unit Developments: Residential, Recreation/Residential, Commercial and Industrial and apply them to the newly proposed Future Land Use Designations after a comprehensive rezoning has taken place.

2. LIMITED GROWTH AREAS –

Type A: Development Areas

Designation: Residential

RESIDENTIAL DEVELOPMENT DISTRICT (LDD)

Objective – Allow for the development of residential and community uses at a density of up to 2 units per acre in areas on the fringe of the built-up area in the south and north ends of the existing residential strips where public services can be reasonably provided, but where public sewerage is not available and is not likely to be available in the foreseeable future (see Figure 2.2). New development should be designed to minimize the number of vehicular access points to existing collector or other through roads. Shared driveways should be encouraged by providing a 20% reduction in lot size and road frontage. Based on public input, areas in the Auburn Lake Watershed were not included.

Allowed Uses – The Residential Development District generally follows the boundaries of the Rural Residential Zoning District, in effect at the time of the 2021 Comprehensive Plan update (see appendix IV). The following general types of uses should be allowed within the Low-Density Development District:

- Low Density Residential Dwellings
- Home occupations
- Community services and government uses
- Agriculture
- Small retail shops less than 3,000 square feet or 1.5 times the average size of the home within Village Overlay Neighborhoods.

Development Standards – Residential uses should be allowed at a density of up to 2 units per acre. Lot frontage requirements on existing collector and other through roads should be around 100 feet but should be reduced for lots that share driveways. In general, the minimum front setback should be 20 feet. Side and rear setbacks should be 15-30 feet or 25% of the average depth of the lot to establish dimensional standards that relate to the size and width of the lot.

RURAL DEVELOPMENT DISTRICT (RD)

Objective – Allow for the development of residential uses (primarily detached single family homes) at a density of up to 1 unit per 3 acres with one additional dwelling unit permitted for each home in areas where public/community sewerage and water are not available and not likely to be available in the foreseeable future. New development should be designed to minimize the number

of vehicular access points to existing collector and other through roads. Shared driveways should be encouraged by providing for a 50-foot driveway frontage bonus. Setbacks within lots should be maintained.

Allowed Uses **–** The Rural Development district generally follows the boundaries of the Low-Density Country Residential Zoning District, in effect at the time of the 2021 Comprehensive Plan update (see appendix IV). The following general types of uses should be allowed within the Rural Development District:

- Low Density Residential Dwellings
- Home occupations
- Community services and government uses
- Agriculture
- Small retail shops less than 3,000 square feet or 1.5 times the average size of the home within Village Overlay Neighborhoods.

Development Standards **–** The residential density in the Rural District should be one unit per 3 acres. Lot frontage requirements should be around 200 feet but should be reduced for lots that share driveways. In general, the minimum front setback should be 25 feet. Side and rear setbacks should be 15-25 feet or 25% of the average depth of the lot to establish dimensional standards that relate to the size and width of the lot.

3. NON-GROWTH AREAS –
Type C: Protection/Reserve Areas
Designation: Conservation/Open Space

CONSERVATION/OPEN SPACE DISTRICT (COS)

Objective **–** Formally recognize those parcels that are used for cemeteries, water quality protection or are protected for conservation or open space purposes (see Figure 2.3). The land included within this district will change over time as additional land is conserved. The intent of this designation is to establish a policy that these types of properties/uses should be recognized as important resources and that any significant change in use should be considered a policy decision.

Allowed Uses **–** The allowed uses within the Conservation/Open Space District should be limited to low intensity recreational facilities and natural resource uses including forestry and food production.

Development Standards **–** The development standards should provide flexibility for the appropriate use of the land, while protecting its natural resource and ecological values.

AGRICULTURE DISTRICT (AG)

Objective **–** Preserve and enhance the agricultural heritage of Auburn and protect the City's natural resources and scenic open space while maintaining the economic value of the land (see Figure 2.3). The district is characterized by a rural, very low-density development pattern that limits sprawl and minimizes the City's service costs. The district maintains the current rural development pattern allowing for a broad range of agriculture and natural resource-related uses, while restricting residential development. Recreational development is encouraged both as a means of protecting open space, and to provide reasonable public access to outdoor destinations

such as Lake Auburn and the Androscoggin River. The Agriculture District is intended to serve as a land reserve, protecting valued community open space and rural landscapes, while maintaining the potential for appropriate future development.

Allowed Uses – The Agriculture District should continue to include the uses allowed in the existing AG/RP zoning district. In addition, a broader range of rural uses should be allowed. Agriculturally related businesses including retail and service activities and natural resource industries should be permitted. The reuse of existing agricultural buildings should be allowed for low intensity non-agriculture related uses.

Residential uses should continue to be limited to accessory residential development as part of a commercial agriculture or natural resource use, not just traditional farms. The criteria for determining when an accessory residential use is permitted should be based on updated standards that consider the economic realities of today's commercial agricultural activities, including outside sources of income and part-time and small-scale commercial operations. Residential development may also be part of a commercial recreational use as part of a planned development in which the recreational open space is permanently preserved.

Development Standards – All new development, redevelopment, and expanded uses in the Agriculture District should be required to meet "best management practices" for stormwater management and environmental protection to ensure adequate protection of natural resources. All development activities in the Agricultural District should be subject to low impact development (LID) standards such as limiting impervious surfaces, minimizing lot disturbances, creating natural buffers, and capturing and treating runoff through filtration measures.

The city should continue to encourage a very low-density development pattern as a means of protecting natural resources and preserving the rural character. The basic residential density standard for the current AG/RP zoning district should be maintained. The standards for the development of accessory residential units should provide greater flexibility in the siting of those units. To place accessory residential development in areas where it will have the least impact on natural resource and/or the agricultural value of the land, the standards should allow for a waiver or elimination of road frontage requirements and access from a private driveway.

Residential development that is proposed as part of a master planned commercial recreational development should be limited to the same density standard (one unit per 10 acres) as other accessory residential uses, unless necessary for economic reasons to increase the density as a project incentive. A recreational master plan should be required outlining the scope, scale, and location of residential units and ensuring a cluster development pattern in which most of the land is retained as recreation/open space. A conservation easement, or other legally binding preservation measure, should be required to permanently conserve the recreation/open space areas.

As part of the 2021 Comprehensive Plan update, it is understood that agriculture and forestry **may not** be profitable in some areas of the city and the existing Agriculture and Resource Protection Zoning, in some cases, eliminates the economic use of private land. The city should create a mechanism in which private landowners can petition the city for a change of use based on the individual circumstances of their lot(s).

The city also recognizes differences between Agriculture and Resource Protection, and as such it is recommended that the districts be treated separately within the zoning ordinance

(Agricultural District and Conservation/Open Space District). This committee acknowledges that in practice there is overlap between Agriculture and Resource Protection, and that the conversation about how to distinguish the two should include a broad group of voices including residents, relevant City Committees (Conservation Commission, Agriculture Committee, etc.) and experts who can support the City in meeting its goal to untangle these activities.

Council Approval: December 6, 2021 ORDER 131-12062021

CHAPTER 3 - REGIONAL COORDINATION

PURPOSE

To address areas where the objectives and strategies of the Auburn Comprehensive Plan should extend beyond the municipal boundary and take into consideration a regional perspective.

Auburn currently plays a major role in regional activities. The city, in partnership with the City of Lewiston, represents the regional service center for the Androscoggin Valley. The two cities, often referred to as the Twin Cities, have a long history of collaboration and work closely to provide regional social and transit services. They are the employment, industry, and business centers providing most jobs within the region. The Auburn Comprehensive Plan supports continued collaboration with Lewiston to provide appropriate, cost-effective services. The Plan also recognizes the importance of broader county-wide collaboration as necessary to achieve the goals contained in this plan.

The city works closely with regional organizations such as the Androscoggin Valley Council of Governments (AVCOG and individual local municipalities to promote and achieve collaboration with surrounding communities. As these communities continue to grow, it is important for Auburn to maintain active dialogue to ensure that regional service design and costs can be shared where appropriate and feasible

The following identifies some key areas in which the Auburn Comprehensive Plan seeks to promote regional involvement in the Plan's implementation of objectives and strategies.

A. REGIONAL SERVICE DELIVERY

Given Auburn's close ties with the City of Lewiston, the Comprehensive Plan promotes continued exploration and implementation of joint service delivery as a means of ensuring appropriate, cost-effective municipal services that meet the needs of both communities. In addition, the plan encourages the city to explore service partnerships with surrounding communities to maximize resources, streamline delivery and share the costs.