

To: Auburn Planning Board

From: Natalie Thomsen, Planning Coordinator

Re: The Planning Board will host a Public Hearing and act on an application submitted by Salt & Light Community Center for the property located at 29 Hampshire Street (Tax Map: 240-177), within the Downtown Traditional Center (T-5.1) zoning district. The proposed project should be considered pursuant to Chapter 60, Article XVI, Division 2- Site Plan Review, Division 3 – Special Exception,

Date: March 11, 2025



I. PROPOSAL – Salt & Light Community Center has submitted an application for a Special Exception Use to operate a private club at 29 Hampshire Street, within the Downtown Traditional Center (T-5.1) zoning district. The proposed use is categorized under “Halls, Private Clubs, and Indoor Amusement,” which is listed as a Special Exception under the zoning ordinance. The applicant proposes to use the space as a community center, hosting civic, social, cultural, and recreational activities for members. This is an existing building, and most renovations will be internal. The applicant is seeking Planning Board review due to the change in use.

II. ZONING CONSIDERATIONS –

The subject property is located in the Downtown Traditional Center (T-5.1) zoning district, which falls under the Form-Based Code. The proposed use is permitted as a Special Exception under Chapter 60, Article IV, Division 14, Section 60-554 of the Zoning Ordinance.

A private club is defined under Section 60-2 as any building or rooms that serve as a meeting place for an incorporated or unincorporated association for civic, social, cultural, religious, literary, political, recreational, or similar activities, operated for the benefit of its members and not open to the general public. The organization provides Christian-based support to inner-city youth and families facing trauma and broken family dynamics. Their services focus on holistic community development, addressing physical, emotional, spiritual, and financial well-being. The primary program currently planned is an after-school program where youth will drop in after school.

The after-school program operates only on Wednesdays at this time. The program is structured as a drop-in for youth living within walking distance of the facility, though volunteers may also transport some participants. Two after-school programs will be held on Wednesdays. The first group will serve Kindergarten through 5th grade, with a goal of 10 youth and five volunteers, operating from after school until 3:30 PM. The second group will include youth from 6th through 12th grade, with a goal of 15 to 20 youth and seven volunteers, running from 4:45 PM to 7:00 PM.

The project is located within a developed downtown area, and as such, minimal setbacks are required. Compliance with frontage and build-to-line requirements per the Form-Based Code must be ensured. The applicant must demonstrate how the proposed use maintains the district's intended urban form and pedestrian-friendly environment.

The applicant is not required to provide any off-street parking, as per Sec. 60-608 – Parking Requirements. The number of staff members on-site at a given time will range between six to nine, depending on the day of the week. Although no parking is required by ordinance, the applicant has included two parking spaces on Hampshire Street and will utilize their existing parking lot, which accommodates approximately two to three vehicles.

The applicant has submitted a plan to add curbing, ensuring compliance with Section 60-1131, which governs access management standards. The applicant and City Engineer have confirmed that the curbing modifications will not impede traffic circulation or pedestrian accessibility in the area.

The facility will initially manage waste by removing trash daily, with a dumpster rental planned once the volume of waste necessitates it. If a dumpster is introduced, it must comply with Section 60-605, which mandates proper screening to minimize visual and environmental impacts. The applicant anticipates producing little waste and will have it removed from the property after activities take place.

VI. DEPARTMENT REVIEW-

a. Police- ✓

b. Auburn Water and Sewer- ✓

c. Fire Department/Code Enforcement – The Auburn Fire Department has requested a Life Safety Inspection prior to occupancy to ensure compliance with safety standards, per Chapter 60, Section 60-1300 – Zoning Amendments and Sec. 60-1200 – Site Plan Review. This inspection will include verification of emergency lighting, exit signs, fire extinguishers, and the fire alarm system. The sprinkler system must also be checked to confirm the completion of quarterly inspections, compliance with the five-year internal inspection requirement, and that sprinkler heads are not over 20 years old. Additionally, the Fire Department Connection (FDC) must be accessible. All exit doors must be operational, and the building address must be properly posted. Emergency contact information must be provided to 911 Dispatch. Furthermore, the Fire Department has noted that there appears to be an elevator in the building. If confirmed, the elevator must be inspected and certified before occupancy is approved.

d. Engineering – ✓

e. Public Services- ✓

f. Airport – ✓

VII. PLANNING BOARD ACTION- The proposed project requires review and findings for approval of Sections 60-1277 and 60- 1336:

A. Site Plan Review, Section 60-1277:

1. Does the site plan 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. Is the convenience and safety of vehicular and pedestrian movement within the site and in relation to adjacent areas adequately addressed?
3. Are the proposed methods of disposal for wastes adequately addressed?
4. Does the site plan provide adequate protection of environment features on the site and adjacent areas?

B. Special Exception, Section 60-1336. - The board shall require evidence of the following:

1. That the special exception sought fulfills the specific requirements, if any, set forth in the zoning ordinance relative to such exception.
2. That the special exception sought will neither create nor aggravate a traffic hazard, a fire hazard or any other safety hazard.
3. That the special exception sought will not block or hamper the master development plan pattern of highway circulation or of planned major public or semipublic land acquisition.
4. That the exception sought will not alter the essential characteristics of the neighborhood and will not tend to depreciate the value of property adjoining and neighboring the property under application.
5. That reasonable provisions have been made for adequate land space, lot width, lot area, stormwater management in accordance with section 60-1301 (14), green space, driveway layout, road access, off-street parking, landscaping, building separation, sewage disposal, water supply, fire safety, and where applicable, a plan or contract for perpetual maintenance of all the common green space and clustered off-street parking areas to ensure all such areas will be maintained in a satisfactory manner.
6. That the standards imposed are, in all cases, at least as stringent as those elsewhere imposed by the city building code and by the provisions of this chapter.
7. That essential city services which will be required for the project are presently available or can be made available without disrupting the city's master development plan.

VIII. STAFF RECOMMENDATIONS -

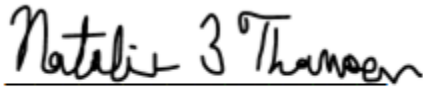
Staff recommends the Planning Board find that the Site Plan for the proposed development, meets the requirements of Sec. 60-1277, and further that the application meets the requirements of Special Exception Law, Sec. 60-1336, and APPROVE the project application. Staff recommends the following conditions:

- ❖ *No development activity until any bonding or inspection fees are determined by the Auburn Engineering Department.*
- ❖ *Blasting permit in advance of blasting from the City of Auburn, Planning, Permitting and Code Department.*
- ❖ *Prior to the issuance of a Certificate of Occupancy the applicant must pass a Life Safety Inspection from the Auburn Fire Department*

Suggested Motions:

I make a motion that the proposal meets the requirements of Sections 60-1277 and 60-1336 and approve the Salt & Light Community Center for the property located at 29 Hampshire Street (Tax Map: 240-177), within the Downtown Traditional Center (T-5.1) zoning district. The proposed project has met the standards pursuant to Chapter 60, Article XVI, Division 2- Site Plan Review and Division 3 – Special Exception with the following conditions:

- A. No development activity until any bonding or inspection fees are determined by the Auburn Engineering Department.*
- B. Blasting permit in advance of blasting from the City of Auburn, Planning, Permitting and Code Department.*
- C. Prior to the issuance of a Certificate of Occupancy the applicant must pass a Life Safety Inspection from the Auburn Fire Department*



Natalie Thomsen
Planning Coordinator

Natalie Thomsen

From: Mike Rioux <mikerioux7@gmail.com>
Sent: Monday, February 24, 2025 2:47 PM
To: Natalie Thomsen
Cc: Darlene Conant; Dave Cleaves; John Blais; Gisele Guerrette
Subject: [External]Fw: Follow-Up on Staff Plan Review for Salt & Light Community Center

Hi Natalie,

Darlene Conant asked me to respond to your email below. I have modified the formatting of the email so our responses are easier to read. Dave Cleaves from Salt & Light has been working with John Blais and Kris Bennett on the curbing design. The final design will be submitted with the application.

We are planning to submit the application package with all copies by tomorrow.

Please don't hesitate to contact us with any questions.

Thanks,
Mike

----- Forwarded message -----

From: **Natalie Thomsen** <nthomsen@auburnmaine.gov>
Date: Fri, Feb 14, 2025 at 10:54 AM
Subject: Follow-Up on Staff Plan Review for Salt & Light Community Center
To: Darlene Conant <saltandlightcommunitycenter@gmail.com>
CC: Kristopher Bennett <kbennett@auburnmaine.gov>, John Blais <jblais@auburnmaine.gov>, Christopher Flynn <flynnsurveys@gmail.com>, Mike Rioux <mikerioux7@gmail.com>, Dave Cleaves <dcleaves74@yahoo.com>

Dear Darlene,

I hope you're doing well. Our Staff Plan Review Group met yesterday (February 13), and we have a few questions that need clarification, particularly for our public safety team.

1. Question: First, we would like to understand how many staff members will be on-site at a given time and whether there are enough parking spaces to accommodate them. While no parking is required by ordinance, the last use in this building had parking-related challenges. Auburn Police is interested in identifying any steps we can take to prevent this from becoming an issue again.

Answer: The number of parking spaces needed will vary depending on the day of the week, but it should range between 6 and 9 spaces. Dave Cleaves has been working with John Blais and Kris Bennett and have come up with a final acceptable design. This design will be on the revised site plan (2/19/2025) which is being submitted in the application package.

2) Question: Additionally, both the Fire and Police Departments would like more information on the services you will be providing and the expected flow of activity at the site. Would your services fall under the category of a daycare, or are you planning to operate an after-school program?

Answer: We are not a day care facility and do not plan on ever being one. Salt & Light is a Christian-based organization that brings hope to inner-city youth and families facing trauma, broken family dynamics and other challenges. Our emphasis is on building up the community by bringing holistic development addressing physical, emotional, spiritual, and financial well-being to inner city youth. We provide consistent, nurturing support in a way that fosters lasting change. We are planning to have an after-school program where youth will be dropped-in after school.

3) Question: If so, will there be designated pick-up and drop-off times?

Answer: We currently operate our after-school programs on just Wednesdays. Are target audience is youth living at a walkable distance in the neighborhood. We will remain on a drop-in basis.

3) Question: What age groups will you be serving, and how many children do you anticipate being in your care at any given time?

Answer: We will have two afterschool programs, currently operating only on Wednesdays. One group will be for youth from the age of kindergarten through the fifth grade. Our goal is to have 10 youth and five volunteers. This program will begin after school and end at 3:30pm. The other group will be for youth ranging in age from the sixth grade through the 12th grade. Our goal is to have 15 to 20 students and seven volunteers (two volunteers will be riding together). Most of these students will walk and some will be picked up by our volunteers. Our goal is to keep the teacher to student ratio high. This program will begin at 4:45pm and end at 7pm.

4) Question: From a building safety standpoint, are you planning any internal renovations that involve structural changes, such as adding or removing walls?

Answer: No, not at this time.

5) Question: Does the existing building have sprinklers?

Answer: Yes.

Depending on your responses, this use may fall under the definition of a daycare, which could require involvement from the Maine Department of Health and Human Services (DHHS) and review by the State Fire Marshal's Office.

To ensure all departments have sufficient time to review and provide additional feedback, we will need to receive a full, updated digital application packet back as soon as possible. This will allow us to meet the deadline for the March Planning Board meeting. In addition to the digital copy, we will also need paper copies of the absolute final submission by February 28, which should include two full-size copies of the plans, ten 11x17 copies of the plans, twelve copies of

the application, and one digital copy. Please note that the Planning Board is moving away from conditioning items, so even with the February 28 submission, if additional revisions are necessary based on feedback, your application may need to be moved to the April Planning Board meeting. Submitting your updates sooner will allow adequate time for review and any necessary adjustments.

Thank you for your cooperation, and please let us know if you have any questions. We look forward to your response.

Best,

Natalie

Natalie Thomsen | Planning Coordinator
City of Auburn
[60 Court Street](#) | [Auburn, ME 04210](#) | 207.333.6601 x1155

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From: John Blais <jblais@auburnmaine.gov>
Sent: Monday, February 10, 2025 9:01 AM
To: Dave Cleaves <dcleaves74@yahoo.com>; Darlene Conant <saltandlightcommunitycenter@gmail.com>; Mike Rioux <mikerioux7@gmail.com>; Christopher Flynn <flynnsurveys@gmail.com>
Cc: Natalie Thomsen <nthomsen@auburnmaine.gov>; Kristopher Bennett <kbennett@auburnmaine.gov>
Subject: RE: [External]Re: [External]Slat & Light [29 Hampshire St.](#)

Dave,

We will need to get the two-opening closed up to 20' wide or write a request for waiver to the City Engineer, Kis Bennett.

You all are on the March 11 at 6:00pm.

John A. Blais
Deputy Director of Planning & Permitting
[60 Court Street](#) | [Auburn, Maine 04210](#) | 207.333.6601 X1334
www.auburnmaine.gov

<https://www.surveymonkey.com/r/AuburnCustomerSurvey>

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From: Dave Cleaves <dcleaves74@yahoo.com>

Sent: Monday, February 3, 2025 5:20 PM

To: Darlene Conant <saltandlightcommunitycenter@gmail.com>; Mike Rioux <mikerioux7@gmail.com>; Christopher Flynn <flynnsurveys@gmail.com>; John Blais <jblais@auburnmaine.gov>

Cc: Natalie Thomsen <nthomsen@auburnmaine.gov>

Subject: [External]Re: [External]Slat & Light [29 Hampshire St.](#)

John thanks for coming out today I marked up the site plan for your engineer to review . please let me know if we need anything else

Thanks Dave

On Wednesday, January 29, 2025 at 11:01:30 AM EST, John Blais <jblais@auburnmaine.gov> wrote:

We had the city engineer look at this option and they are suggesting going with slip form curbing.

John A. Blais

Deputy Director of Planning & Permitting

[60 Court Street](#) | [Auburn, Maine 04210](#) | 207.333.6601 X1334

www.auburnmaine.gov

<https://www.surveymonkey.com/r/AuburnCustomerSurvey>

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From: Darlene Conant <saltandlightcommunitycenter@gmail.com>

Sent: Wednesday, January 29, 2025 8:42 AM

To: John Blais <jblais@auburnmaine.gov>; Mike Rioux <mikerioux7@gmail.com>; Christopher Flynn <flynnsurveys@gmail.com>; Dave Cleaves <dcleaves74@yahoo.com>

Subject: [External]Slat & Light 29 Hampshire St.

Hi John,

We are going to bring on a project manager Dave Cleaves. He suggested creating a guardrail from pressure treated wood as a possible solution to the need for curbing.

Would this be a plausible solution to the curbing need? If so, what would be the specifications required?

Thanks for all your help on this project. I appreciate it.

Darlene Conant
Director, Salt & Light Community Center
(207) 376-7245

saltandlightcommunitycenter@gmail.com



City of Auburn, Maine

Office of Planning & Permitting

Eric J. Cousens, Director

60 Court Street | Auburn, Maine 04210

www.auburnmaine.gov | 207.333.6601

Development Review Checklist

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

PROJECT NAME: Salt & Light Community Center
 PROPOSED DEVELOPMENT ADDRESS: 29 Hampshire Street, Auburn
 PARCEL #: 240-177

Required Information		Check when Submitted		Applicable Ordinance
		Applicant	Staff	
Site Plan	See Attachment A			
Darlene Conant 88 Goff St. Auburn	Owner's Names/Address			
Salt & Light Community Center	Names of Development			
	Professionally Prepared Plan			
240-177	Tax Map or Street/Parcel Number			
T-5.1	Zoning of Property			
See Site Plan	Distance to Property Lines			
See Site Plan	Boundaries of Abutting land			
See Site Plan	Show Setbacks, Yards and Buffers			
N/A	Airport Area of Influence			
See Site Plan	Parking Space Calcs			
See Site Plan	Drive Openings/Locations			
N/A	Subdivision Restrictions			
See Attachment B	Proposed Use			
N/A	PB/BOA/Other Restrictions			
Internal	Fire Department Review			
N/A	Open Space/Lot Coverage			

<i>Required Information</i>		<i>Check when Submitted</i>		<i>Applicable Ordinance</i>
Landscape Plan		<i>Applicant</i>	<i>Staff</i>	
N/A	Greenspace Requirements			
N/A	Setbacks to Parking			
N/A	Buffer Requirements			
N/A	Street Tree Requirements			
Trash removed everyday by staff	Screened Dumpsters			
ask John	Additional Design Guidelines			
ask John	Planting Schedule			
Stormwater & Erosion Control Plan		<i>Applicant</i>	<i>Staff</i>	
N/A	Compliance w/ chapter 500			
N/A	Show Existing Surface Drainage			
N/A	Direction of Flow			
N/A	Location of Catch Basins, etc.			
N/A	Drainage Calculations			
N/A	Erosion Control Measures			
N/A	Maine Construction General Permit			
N/A	Bonding and Inspection Fees			
N/A	Post-Construction Stormwater Plan			
N/A	Inspection/monitoring requirements			
Lighting Plan		<i>Applicant</i>	<i>Staff</i>	
No light shining on other properties.	Full cut-off fixtures			
	Meets Parking Lot Requirements			
Traffic Information		<i>Applicant</i>	<i>Staff</i>	
Curbing will be added to allow for a 32' wide entry.	Access Management			
Not yet purchased but will conform to Sec 60-638(a)&(c)	Signage			
Walk-in center	PCE - Trips in Peak Hour			

<i>Required Information</i>		<i>Check when Submitted</i>		<i>Applicable Ordinance</i>
ask John for all of these	Vehicular Movements			
	Safety Concerns			
	Pedestrian Circulation			
	Police Traffic			
	Engineering Traffic			
Utility Plan		<i>Applicant</i>	<i>Staff</i>	
Public water supply	Water			
Public water supply	Adequacy of Water Supply			
N/A	Water main extension agreement			
Public sewer connection	Sewer			
N/A	Available city capacity			
CMP	Electric			
Unitil	Natural Gas			
N/A	Cable/Phone			
Natural Resources		<i>Applicant</i>	<i>Staff</i>	
N/A	Shoreland Zone			
N/A	Flood Plain			
N/A	Wetlands or Streams			
N/A	Urban Impaired Stream			
N/A	Phosphorus Check			
N/A	Aquifer/Groundwater Protection			
N/A	Applicable State Permits			
N/A	Lake Auburn Watershed			
N/A	Taylor Pond Watershed			
Right, Title or Interest		<i>Applicant</i>	<i>Staff</i>	
	Verify			
	Document Existing Easements, Covenants, etc.			
Purchase & Sale Agreement (See Attachment C)				

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

ATTACHMENT A

SITE PLAN

29 HAMPSHIRE STREET

AUBURN, MAINE







THIS IS NOT A BOUNDARY SURVEY AND SHOULD NOT BE RECORDED OR USED IN LOCATING BOUNDARIES

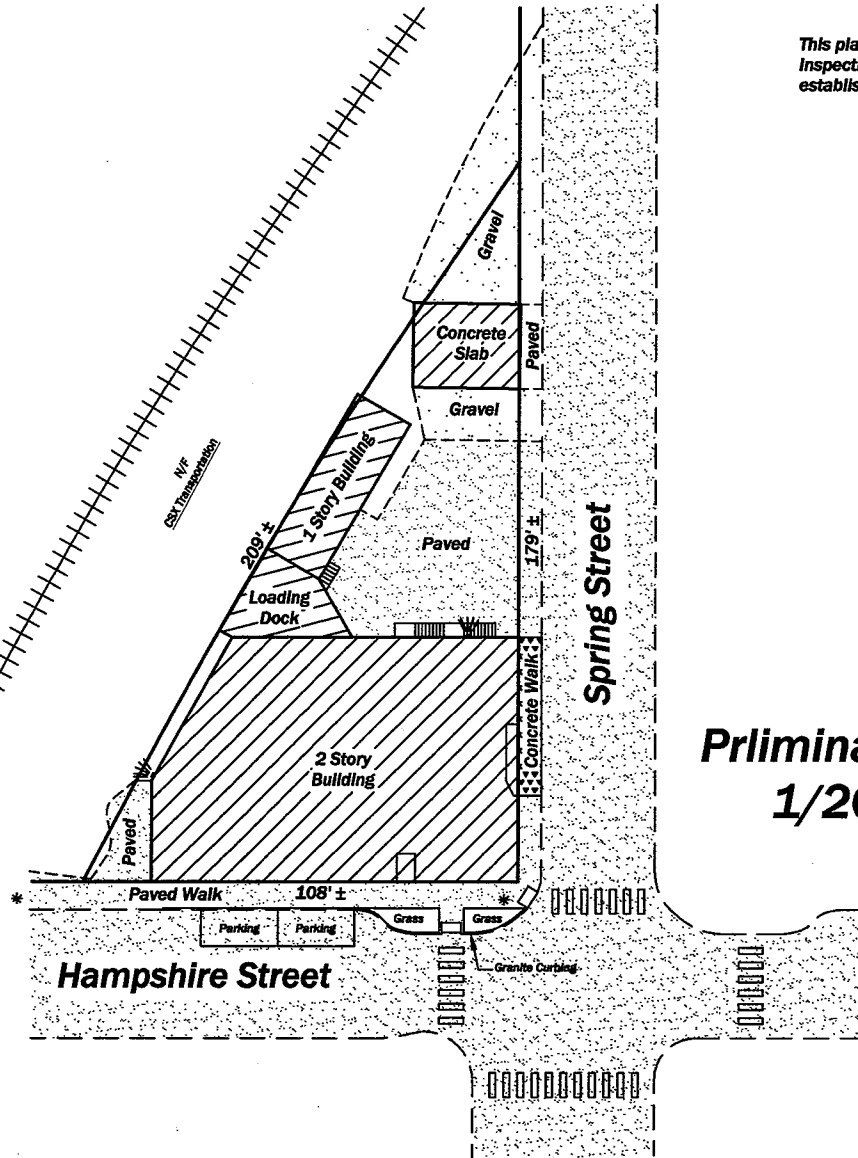
This plan was completed at the level of accuracy consistent with a Mortgage Loan Inspection Plan and therefore, makes exception to all the technical standards established by the State of Maine Board of Licensure for Professional Land Surveyors.

Magnetic 2025



Legend

-  Apparent boundary line
-  Railroad Tracks
-  Edge of pavement or gravel
-  Cross walk
-  Lamp Post
-  Flood Light



Municipal Reference

Parcel ID: 240-177

Deed Reference

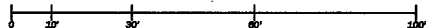
Book 6941, Page 145

Zone

T-5.1

**Preliminary For Review
1/20/2025**

Scale 1" = 30'



Christopher J. Flynn PLS 2291

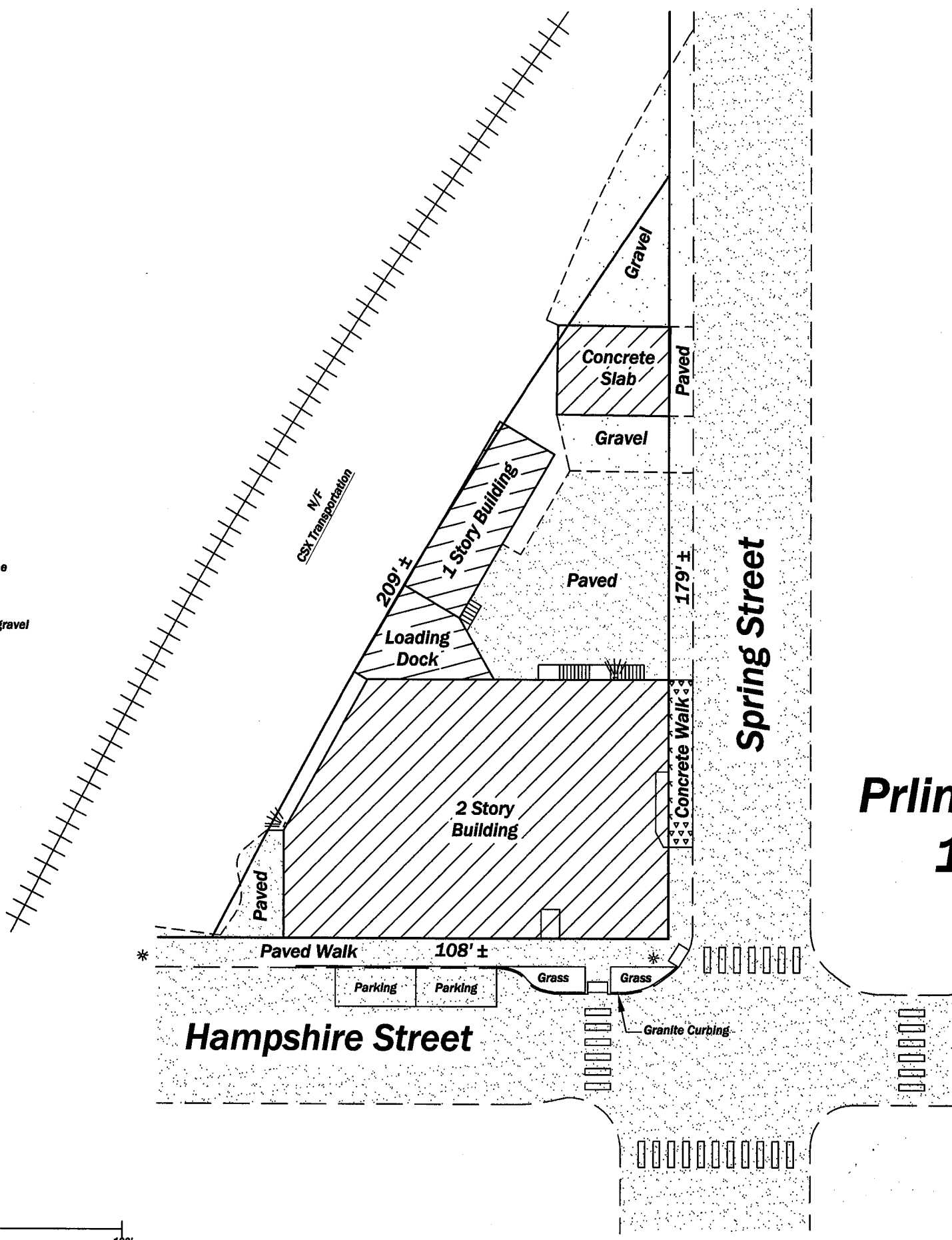
**Existing Conditions Sketch
29 Hampshire Street
Auburn, Maine**

Record Owner: York-Cumberland
Associations for Handicapped Persons
DBA Creative Works System
443 Congress Street
Portland, Maine 04101

Date: January 2025 Scale: 1" = 30'

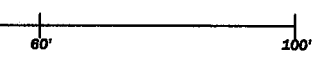
Prepared by
FLYNN LAND SURVEYING, LLC
136 Plains Road
Raymond, Maine 04071
207 329-9913

t boundary line
Tracks
pavement or gravel
walk
st
ht



Prlin
1

= 30'



ATTACHMENT B

SUMMARY OF PROPOSED USE OF 29 HAMPSHIRE STREET

Summary of Proposed Use of 29 Hampshire Street, Auburn

The proposed use of 29 Hampshire Street is to establish a dedicated community center that serves as a hub for Salt & Light's mission-driven programs and initiatives. This facility will provide a safe and welcoming space for at-risk youth and families, offering after-school enrichment, youth group activities, parenting support, and community-building events. The building will include designated areas for art, music, fitness, and mentoring programs, fostering creativity, physical well-being, and spiritual growth. By creating a permanent home for these activities, 29 Hampshire Street will enable Salt & Light to expand its outreach, strengthen family relationships, and promote healing and hope in alignment with its mission to serve the community and share the love of Christ.

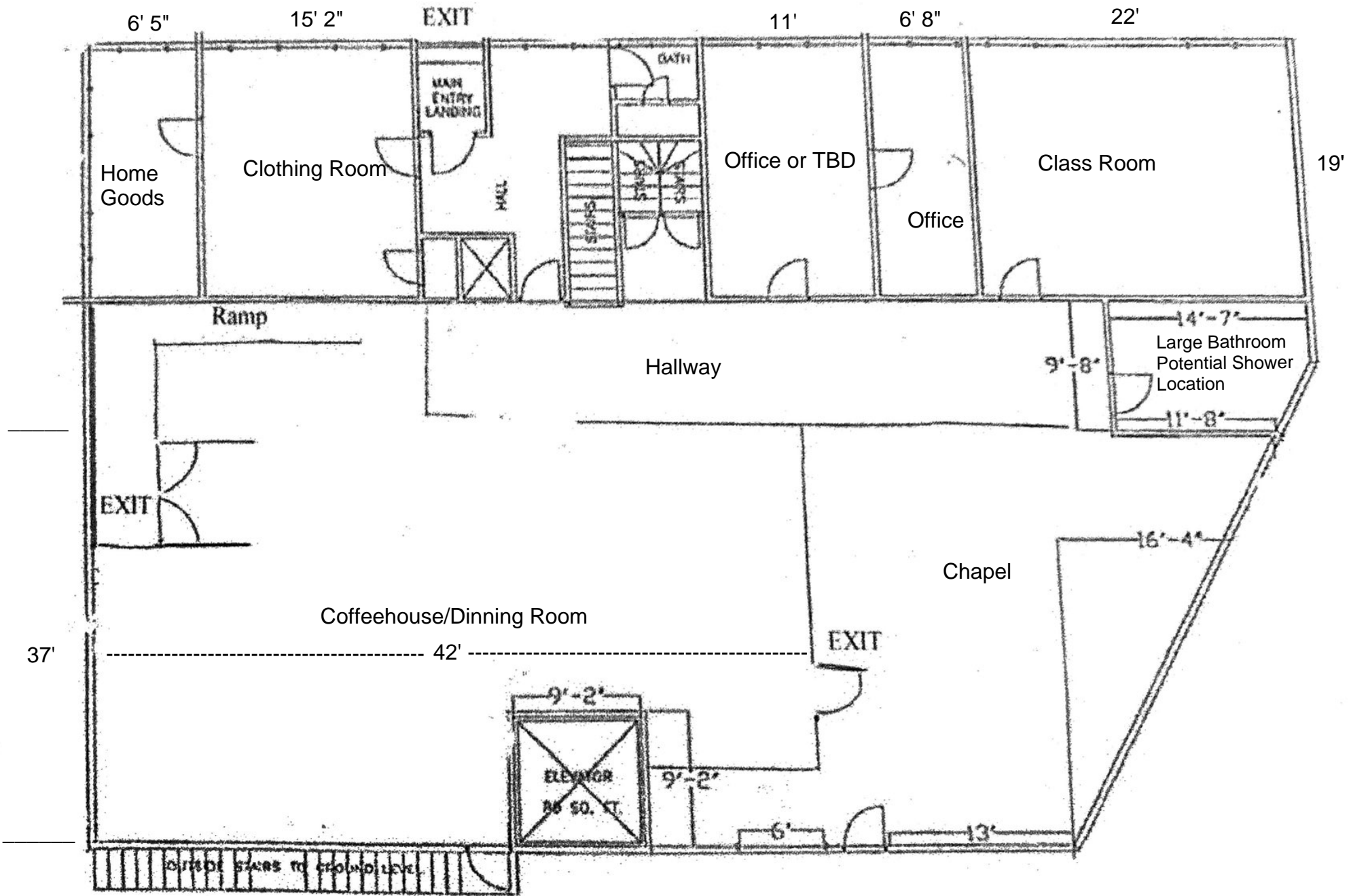
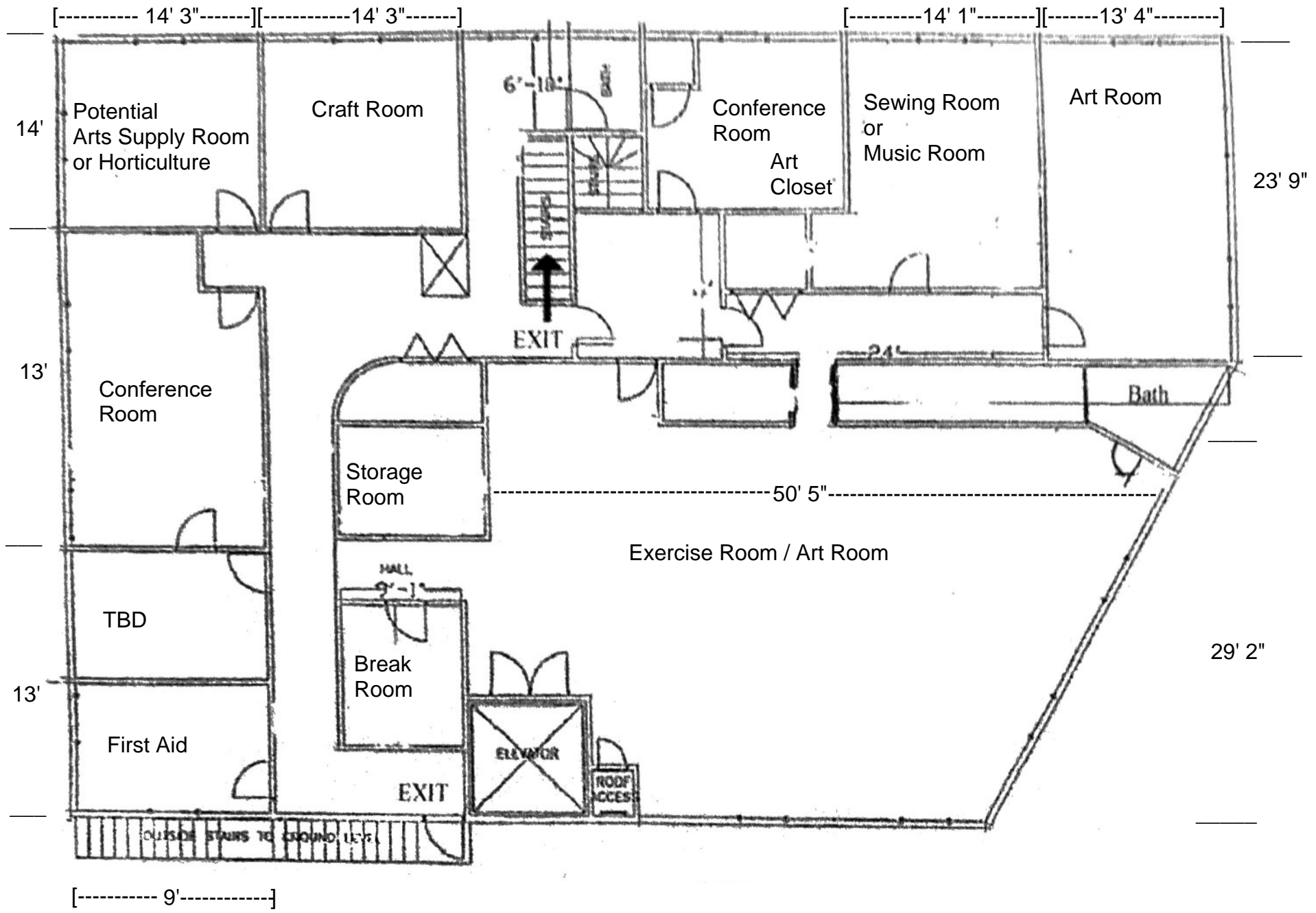


Figure 1 - 1st Floor



:][i fY'2!'2nd': `ccf'

ATTACHMENT C

PURCHASE AND SALE AGREEMENT

PURCHASE AND SALE AGREEMENT

("days" means business days unless otherwise noted, see paragraph 23)

Offer Date January 7, 2025

01/17/2025, Effective Date
Effective Date is defined in Paragraph 23 of this Agreement.

1. PARTIES: This Agreement is made between Salt & Light Community Center ("Buyer") and York-Cumberland Association for Handicapped Persons, DBA Creative Work Systems ("Seller").

2. DESCRIPTION: Subject to the terms and conditions hereinafter set forth, Seller agrees to sell and Buyer agrees to buy all part of (if "part of" see para. 26 for explanation) the property situated in municipality of Auburn, County of Androscoggin, State of Maine, located at 29 Hampshire Street and described in deed(s) recorded at said County's Registry of Deeds Book(s) 6941 All, Page(s) 145 All.

3. FIXTURES: The Buyer and Seller agree that all fixtures, including but not limited to existing storm windows, screens, shades and/or blinds, shutters, curtain rods, built-in appliances, heating sources/systems including gas and/or kerosene-fired heaters and wood/pellet stoves, sump pump, electrical fixtures, hard-wired generators, landscaping, and --- are included with the sale except for the following: none. Seller represents that all mechanical components of fixtures will be operational at the time of closing except: all operational.

4. PERSONAL PROPERTY: The following items of personal property as viewed on January 7, 2025 are included with the sale at no additional cost, in "as is" condition with no warranties: all seller owned kitchen appliances.

5. PURCHASE PRICE/EARNEST MONEY: For such Deed and conveyance Buyer agrees to pay the total purchase price of \$465,000. Buyer has delivered; or will deliver to the Agency within 10 days of the Effective Date, deposit of earnest money in the amount \$ 5,000.00. Buyer agrees that an additional deposit of earnest money the amount of \$ ----- will be delivered -----.

DS
01/17/25
8:16 AM EST
dotloop verified

If Buyer fails to deliver the initial or additional deposit in compliance with the above terms Seller may terminate this Agreement. This right to terminate ends once Buyer has delivered said deposit(s). The remainder of the purchase price shall be paid by wire, certified, cashier's or trust account check upon delivery of the Deed.

DS
Mjt

This Purchase and Sale Agreement is subject to the following conditions:

6. ESCROW AGENT/ACCEPTANCE: The Dunham Group ("Agency") shall hold said earnest money and act as escrow agent until closing; this offer shall be valid until 01/20/2025 (date) 12:00 AM PM; and, in the event of non-acceptance, this earnest money shall be returned promptly to Buyer.

DS
Mjt

DS
01/17/25
8:16 AM EST
dotloop verified

7. TITLE AND CLOSING: A deed, conveying good and merchantable title in accordance with the Standards of Title adopted by the Maine Bar Association shall be delivered to Buyer and this transaction shall be closed and Buyer shall pay the balance due and execute all necessary papers on March 31, 2025 (closing date) or before, if agreed in writing by both parties. If Seller is unable to convey in accordance with the provisions of this paragraph, then Seller shall have a reasonable time period, not to exceed 30 calendar days, from the time Seller is notified of the defect, unless otherwise agreed to in writing by both Buyer and Seller, to remedy the title. Seller hereby agrees to make a good-faith effort to cure any title defect during such period. If, at the later of the closing date set forth above or the expiration of such reasonable time period, Seller is unable to remedy the title, Buyer may close and accept the deed with the title defect or may terminate this Agreement in which case the parties shall be relieved of any further obligations hereunder and any earnest money shall be returned to the Buyer.

Quitclaim w/
covenants

DS
Mjt

8. DEED: The property shall be conveyed by a Quitclaim w/ covenants deed, and shall be free and clear of all encumbrances except covenants, conditions, easements and restrictions of record which do not materially and adversely affect the continued current use of the property.

DS
01/07/25
2:36 PM EST
01/07/25
dotloop verified

DS
Mjt

9. POSSESSION, OCCUPANCY, AND CONDITION: Unless otherwise agreed in writing, possession and occupancy of premises, free of tenants and occupants, shall be given to Buyer immediately at closing. Said premises shall then be broom clean, free of all possessions and debris, and in substantially the same condition as at present, excepting reasonable use and wear. Buyer shall have the right to view the property within 24 hours prior to closing.

10. RISK OF LOSS, DAMAGE, DESTRUCTION AND INSURANCE: Prior to closing, risk of loss, damage, or destruction of premises shall be assumed solely by the Seller. Seller shall keep the premises insured against fire and other extended casualty risks prior to closing. If the premises are damaged or destroyed prior to closing, Buyer may either terminate this Agreement and be refunded the earnest money, or close this transaction and accept the premises "as-is" together with an assignment of the insurance proceeds relating thereto.

11. FUEL/UTILITIES/PRORATIONS: Buyer shall shall not pay Seller at closing for all fuel in any tanks remaining on the property calculated as of the closing date or such earlier date as required to comply with lender requirements, if any. The amount owed, if any, shall be determined using the most recently available cash price of the company that last delivered the fuel. Metered utilities such as electricity, water and sewer will be paid through the date of closing by Seller. The following items, where applicable, shall be prorated as of the date of closing: collected rent, association fees, (other) N/A. The day of closing is counted as a Seller day. Real estate taxes shall be prorated as of the date of closing (based on municipality's fiscal year). Seller is responsible for any unpaid taxes for prior years. If the amount of said taxes is not known at the time of closing, they shall be apportioned on the basis of the taxes assessed for the preceding year with a reapportionment as soon as the new tax rate and valuation can be ascertained, which latter provision shall survive closing. Buyer and Seller will each pay their transfer tax as required by State of Maine.

12. DUE DILIGENCE: Neither Seller nor Licensee makes any warranties regarding the condition, permitted use or value of Sellers' real or personal property, or any representations as to compliance with any federal, state or municipal codes, including, but not limited to, fire, life safety, electrical and plumbing. Buyer is encouraged to seek information from professionals regarding any specific issue or concern.

Buyer's obligation to close under this Agreement is not subject to any due diligence investigations. Buyer is relying completely upon Buyer's own opinion as to the condition of the property.

Buyer's obligation to close under this Agreement is subject to Buyer's satisfaction with the results of any due diligence investigations undertaken. Buyer shall have 30 days from the Effective Date of this Agreement to perform such due diligence investigations as Buyer deems necessary which may include, but are not limited to, any or all of the following:

General Building	Square Footage	Zoning	Survey/MLI	Habitat Review/Waterfowl
Sewage Disposal	Code Conformance	Pests	Lead Paint	Shoreland Septic
Water Quality	Registered Farmland	Pool	Flood Plain	Energy Audit
Water Quantity	Environmental Scan	Insurance	Chimney	Lot Size/Acreage
Air Quality	Smoke/CO Detectors	Mold	Tax Status*	Arsenic Wood/Water (see par. 13)

All investigations will be done at Buyer's expense by persons chosen by Buyer in Buyer's sole discretion. Seller agrees to cooperate with Buyer and shall give Buyer and Buyer's agents and consultants reasonable access to the property and its systems and fixtures in order to undertake the above investigations. Buyer agrees to take reasonable steps to return the property to its pre-inspection condition. If the result of any investigation is unsatisfactory to Buyer in Buyer's sole discretion, Buyer may terminate this Agreement by notifying Seller in writing within the specified number of days, and any earnest money shall be returned to Buyer. If the result of any investigation is unsatisfactory to Buyer, and Buyer wishes to pursue remedies other than voiding the Agreement, Buyer must do so to full resolution within the time period set forth above; otherwise this contingency is waived. If Buyer does not notify Seller that an investigation is unsatisfactory within the time period set forth above, or if any investigation under this paragraph is not performed or completed during the period specified in this paragraph, this contingency and the right to conduct an investigation are waived by Buyer.

* If the property is enrolled in the Maine Tree Growth Tax program, Seller agrees to provide Buyer with the current Forest Management and Harvest Plan within --- days. Yes No

13. PROPERTY DISCLOSURE FORM: Buyer acknowledges receipt of Property Disclosure Form and the information developed by the Maine Center for Disease Control and Prevention regarding arsenic in private water supplies and arsenic in treated wood.



14. FINANCING: Buyer's obligation to close:

Not Subject to Financing

- is not subject to a financing contingency. Buyer has provided Seller with acceptable proof of the funds.
- is not subject to a financing contingency. Buyer shall provide proof of the funds acceptable to Seller within _____ days. If such proof is unacceptable to Seller, Seller may terminate this Agreement no later than _____ days from receipt. If proof of funds is not provided within such time period, Seller may terminate this Agreement which right shall end once such proof is received, however Seller retains the agreed upon time period to terminate if such proof is unacceptable. If Seller terminates in either case, the earnest money shall be returned to Buyer.
- Buyer's ability to purchase is is not subject to the sale of another property. See addendum Yes No.
- Seller agrees to pay up to \$ _____ toward Buyer's actual pre-pays and/or closing costs.

Subject to Financing

- Buyer's obligation to close is subject to financing as follows:
 - a. Buyer's obligation to close is subject to Buyer obtaining a Business loan of 100.000 % of the purchase price, at an interest rate not to exceed N/A % and amortized over a period of N/A years. Buyer is under a good faith obligation to seek and obtain financing on these terms. If such financing is not available to Buyer as of the closing date, Buyer is not obligated to close and may terminate this Agreement in which case the earnest money shall be returned to Buyer.
 - b. Buyer to provide Seller with letter from lender showing that Buyer has made application for loan specified in (a) and, subject to verification of information, is qualified for the loan requested within --- days from the Effective Date of the Agreement. If Buyer fails to provide Seller with such letter within said time period, Seller may terminate this Agreement and the earnest money shall be returned to Buyer. This right to terminate ends once Buyer's letter is received.
 - c. Buyer hereby authorizes, instructs and directs its lender to communicate the status of the Buyer's loan application to Seller, Seller's licensee and Buyer's licensee.
 - d. After (b) is met, if the lender notifies Buyer that it is unable or unwilling to provide said financing, Buyer is obligated to provide Seller with the written documentation of the loan denial within two days of receipt. After notifying Seller, Buyer shall have 5 days to provide Seller with a letter from another lender showing that Buyer has made application for loan specified in (a) and, subject to verification of information, is qualified for the loan requested. If Buyer fails to provide Seller with such letter within said time period, Seller may terminate this Agreement and the earnest money shall be returned to Buyer. This right to terminate ends once Buyer's letter is received.
 - e. Buyer agrees to pay no more than 0 points. Seller agrees to pay up to \$ _____ toward Buyer's actual pre-pays, points and/or closing costs, but no more than allowable by Buyer's lender.
 - f. Buyer's ability to obtain financing is is not subject to the sale of another property. See addendum Yes No.
 - g. Buyer may choose to pay cash instead of obtaining financing. If so, Buyer shall notify Seller in writing including providing proof of funds and the Agreement shall no longer be subject to financing, and Seller's right to terminate pursuant to the provisions of this paragraph shall be void and Seller's obligations pursuant to 14e shall remain in full force and effect.

15. BROKERAGE DISCLOSURE: Buyer and Seller acknowledge they have been advised of the following relationships:

Justin Lamontagne (012226) of The Dunham Group (1795)
 Licensee MLS ID Agency MLS ID
 is a Seller Agent Buyer Agent Disc Dual Agent Transaction Broker

Alexander Matthews (019190) of Summit Real Estate (3192)
 Licensee MLS ID Agency MLS ID
 is a Seller Agent Buyer Agent Disc Dual Agent Transaction Broker

If this transaction involves Disclosed Dual Agency, the Buyer and Seller acknowledge the limited fiduciary duties of the agents and hereby consent to this arrangement. In addition, the Buyer and Seller acknowledge prior receipt and signing of a Disclosed Dual Agency Consent Agreement.

16. DEFAULT/RETURN OF EARNEST MONEY: Buyer's failure to fulfill any of Buyer's obligations hereunder shall constitute a default and Seller may employ all legal and equitable remedies, including without limitation, termination of this Agreement and forfeiture by Buyer of the earnest money. Seller's failure to fulfill any of Seller's obligations hereunder shall constitute a default and Buyer may employ all legal and equitable remedies, including without limitation, termination of this Agreement and return to Buyer of the earnest money. Agency acting as escrow agent has the option to require written releases from both parties prior to disbursing the earnest money to either Buyer or Seller. In the event that the Agency is made a party to any lawsuit by virtue of acting as escrow agent, Agency shall be entitled to recover reasonable attorney's fees and costs which shall be assessed as court costs in favor of the prevailing party.

17. MEDIATION: Earnest money or other disputes within the jurisdictional limit of small claims court will be handled in that forum. All other disputes or claims arising out of or relating to this Agreement or the property addressed in this Agreement (other than requests for injunctive relief) shall be submitted to mediation in accordance with generally accepted mediation practices. Buyer and Seller are bound to mediate in good faith and to each pay half of the mediation fees. If a party fails to submit a dispute or claim to mediation prior to initiating litigation (other than requests for injunctive relief), then that party will be liable for the other party's legal fees in any subsequent litigation regarding that same matter in which the party who failed to first submit the dispute or claim to mediation loses in that subsequent litigation. This clause _____ give the closing of the transaction.


01/07/25
2:36 PM EST


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18. PRIOR STATEMENTS: Any representations, statements and agreements are not valid unless contained herein. This Agreement completely expresses the obligations of the parties and may only be amended in writing, signed by both parties.

19. HEIRS/ASSIGNS: This Agreement shall extend to and be obligatory upon heirs, personal representatives, successors, and assigns of the Seller and the assigns of the Buyer.

20. COUNTERPARTS: This Agreement may be signed on any number of identical counterparts with the same binding effect as if the signatures were on one instrument. Original or faxed or other electronically transmitted signatures are binding.

21. SHORELAND ZONE SEPTIC SYSTEM: Seller represents that the property does does not contain a septic system within the Shoreland Zone. If the property does contain a septic system located in the Shoreland Zone, Seller agrees to provide certification at closing indicating whether the system has/had not malfunctioned within 180 calendar days prior to closing.

22. NOTICE: Any notice, communication or document delivery requirements hereunder may be satisfied by providing the required notice, communication or documentation to or from the parties or their Licensee. Only withdrawals of offers and withdrawals of counteroffers will be effective upon communication, verbally or in writing.

23. EFFECTIVE DATE/BUSINESS DAYS: This Agreement is a binding contract when the last party signing has caused a paper or electronic copy of the fully executed agreement to be delivered to the other party which shall be the Effective Date. Licensee is authorized to fill in the Effective Date on Page 1 hereof. Except as expressly set forth to the contrary, the use of the term "days" in this Agreement, including all addenda made a part hereof, shall mean business days defined as excluding Saturdays, Sundays and any observed Maine State/Federal holidays. Deadlines in this Agreement, including all addenda, expressed as "within x days" shall be counted from the Effective Date, unless another starting date is expressly set forth, beginning with the first day after the Effective Date, or such other established starting date, and ending at 5:00 p.m. Eastern Time on the last day counted. Unless expressly stated to the contrary, deadlines in this Agreement, including all addenda, expressed as a specific date shall end at 5:00 p.m. Eastern Time on such date.

24. CONFIDENTIALITY: Buyer and Seller authorize the disclosure of the information herein to the real estate licensees, attorneys, lenders, appraisers, inspectors, investigators and others involved in the transaction necessary for the purpose of closing this transaction. Buyer and Seller authorize the lender and/or closing agent preparing the closing disclosure and/or settlement statement to release a copy of the closing disclosure and/or settlement statement to the parties and their licensees prior to, at and after the closing.

25. ADDENDA: Lead Paint - Yes No ; Other - Yes No Explain: _____

The Property Disclosure Form is not an addendum and not part of this Agreement.

26. OTHER CONDITIONS: **Offer is contingent upon the following terms; Approval from City Auburn Planning Board and Auburn Code Department . Loan is contingent upon successful approval from CEI. If either terms are not met, the earnest money will be refunded in full.**

27. GENERAL PROVISIONS:

- a. A copy of this Agreement is to be received by all parties and, by signature, receipt of a copy is hereby acknowledged. If not fully understood, contact an attorney. This is a Maine contract and shall be construed according to the laws of Maine.
- b. Seller acknowledges that State of Maine law requires buyers of property owned by non-resident sellers to withhold a prepayment of capital gains tax unless a waiver has been obtained by Seller from the State of Maine Revenue Services.
- c. Buyer and Seller acknowledge that under Maine law payment of property taxes is the legal responsibility of the person who owns the property on April 1, even if the property is sold before payment is due. If any part of the taxes is not paid when due, the lien will be filed in the name of the owner as of April 1 which could have a negative impact on their credit rating. Buyer and Seller shall agree at closing on their respective obligations regarding actual payment of taxes after closing. Buyer and Seller should make sure they understand their obligations agreed to at closing and what may happen if taxes are not paid as agreed.
- d. Buyer acknowledges that Maine law requires continuing interest in the property and any back up offers to be communicated by the listing agent to the Seller.
- e. Whenever this Agreement provides for earnest money to be returned or released, agency acting as escrow agent must comply with the Maine Real Estate Commission rules which may require written notices or obtaining written releases from both parties.

- 28. ELECTRONIC SIGNATURES: Pursuant to the Maine Uniform Electronic Transactions Act and Digital Signature Act, the parties authorize and agree to the use of electronic signatures as a method of signing/initialing this Agreement, including all addenda. The parties hereby agree that either party may sign electronically by utilizing an electronic signature service.
- 29. Upon acceptance of the offer or counteroffer, Seller agrees to deliver the above-described property at the price and upon the terms and conditions set forth and agrees to pay agency a commission for services as specified in the listing agreement.

Darlene Conant dotloop verified 01/07/25 2:36 PM EST IJLF-6MIC-D9IY-ITZ6

 BUYER Salt & Light Community Center DATE BUYER DATE

 BUYER DATE BUYER DATE

Seller hereby accepts the offer set forth above.
 Seller's Mailing address is _____

 SELLER York-Cumberland Association for Handicapped DATE SELLER DocuSigned by: Matthew Hickey DATE
A914741E4E264DE

 SELLER DATE SELLER CEO 1/17/2025 DATE

COUNTER-OFFER

Seller agrees to sell on the terms and conditions as detailed herein with the following changes and/or conditions:

The parties acknowledge that until signed by Buyer, Seller's signature constitutes only an offer to sell on the above terms and the offer will expire unless accepted by Buyer's signature with communication of such signature to Seller by (date) _____ (time) _____ AM PM.

 SELLER DATE SELLER DATE

 SELLER DATE SELLER DATE

The Buyer hereby accepts the counter offer set forth above.

 BUYER DATE BUYER DATE

 BUYER DATE BUYER DATE

EXTENSION

The closing date of this Agreement is extended until _____ DATE

 SELLER DATE SELLER DATE

 SELLER DATE SELLER DATE

 BUYER DATE BUYER DATE

 BUYER DATE BUYER DATE



ATTACHMENT D

**LETTER FROM
COSTAL ENTERPRISES, INC.**