



City of Westbrook

DEPARTMENT OF PLANNING

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**WESTBROOK PLANNING BOARD
TUESDAY, JULY 22, 2008, 7:00 P.M.
WESTBROOK HIGH SCHOOL, ROOM 114
MINUTES**

Present: Ed Reidman, (Chair) (Ward 5), Rene Daniel (Vice-Chair) (Ward 1), Paul Emery (Ward 3), Cory Fleming (At Large), Scott Herrick (Alternate), Anna Wrobel (Ward 4), Greg Blake (At Large)

Absent: Michael Taylor (Alternate), Dennis Isherwood (Ward 2)

Staff: Molly Just, Richard Gouzie

Chairman Reidman called the Westbrook Planning Board meeting to order at 7:00 p.m. in Room 114 of the Westbrook High School.

1. Call to Order

2. Approval of Minutes

Rene Daniel moved to approve the minutes as presented for May 20, 2008 and June 3, 2008.

2nd by Paul Emery

The vote was unanimous in favor 7-0

Continuing Business

3. Contract Zone and Comprehensive Plan Amendment – Stroudwater Place – 500 Westbrook LLC, for the phased development of a mixed-use project on approximately 60 acres generally located at 528 Stroudwater Street. Tax Map: 9, Lots: 3 and 3A, Zone: Business Professional Office District.

Ed Reidman said we have been working on this for several weeks. I would ask that the Board refer to Molly Just's memo in the section that starts with:

318 Contract Zone 8 - 500 Westbrook LLC Contract Zone

Near the end of the memo the definitions that the Planning Board requested are listed as follows:

318.6 Definitions. As used in this Section 318, Contract Zone 8 – 500 Westbrook, LLC, the following terms shall have the following meanings:

I. Class A lounge: An establishment which holds a Class X liquor license from the State of Maine, which qualifies as a “Class A Lounge” under the provisions of Title 28-A of the Maine Revised Statutes and is licensed by the Department of Health and Human Services as required by 28-A M.R.S.A. § 1065(5). This category excludes bottle clubs and restaurants that allow patrons to bring and consume their own alcoholic beverages.

ii. Business/Executive Suite Hotel: A hotel that offers customary hotel services and amenities to the traveling public on a daily basis and also has rooms or suites available for longer term rentals, designed and intended to accommodate businesses or institutions and their employees, contractors or consultants who require temporary lodging while working on temporary assignment or relocating to the Westbrook area.

iii. Conference/exhibition facility: A facility used for conferences, seminars and exhibitions, and entertainment, which may include accommodations for sleeping, food-preparation and eating, recreation, and meeting rooms, and retail sales and services that are offered primarily for the convenience of persons attending conferences, seminars or exhibitions at the facility. A conference/ exhibition facility which includes sleeping rooms for guests shall also be considered a hotel/motel, subject to the requirements of this ordinance applicable to hotels/motels.

iv. Health club: A facility where members or nonmembers use equipment or space for the purpose of physical exercise. This term includes facilities commonly known as fitness centers or wellness centers.

v. Intermodal passenger transportation facility: A building, structure or location where two or more modes of transportation intersect and passengers can transfer between modes

vi. Kiosk Vendor: An outdoor vendor selling food or consumer goods or services from a wheeled cart or a kiosk (a small structure with one or more open sides).

vii. Library: A public and/or non-profit facility in which literary, musical, artistic or reference materials (such as books, manuscripts, recordings or films) are kept for use but not normally for sale.

Viii. Museum: A building having public significance due to its architecture or former use or occupancy or a building serving as a repository for a collection of lasting interest or value arranged, intended and designed to be used by members of the public for viewing with or without an admission charge.

ix. Outdoor farmers market. An area designated for the seasonal selling at retail of vegetables, produce, flowers, orchard products and similar agricultural products, or farm-related products such as jams, jellies, syrups, dairy products, etc.

x. Outdoor performing arts venue. An area designed and arranged so that it may be used for outdoor concerts or performances, including live or multimedia performances or showing of films or videos. It may include a bandstand, band shell, stage or other shelter for performers, and seating or seating areas for audiences, any of which may be permanent or temporary. This use category does not include drive-in theaters.

xi. Public or private indoor or outdoor recreation or sports facility: An indoor or outdoor space, which may be publicly or privately owned, that is designed and equipped for the conduct of sports and leisure time activities, excluding water slides, amusement parks and racetracks, and which may include spectator sporting events.

xii. Research and development: A laboratory or similar facility for investigation into the natural, physical or social sciences, which may include engineering and product development. Such use shall not involve the mass manufacturing, fabrication, processing or sale of products.

xiii. Restaurant Class 4: A wine bar, winery, brew pub or similar establishment which serves for consumption on the premises wine, malt liquor, or low-alcohol spirits products, but not spirits, as those terms are defined in Section 2 of Title 28-A of the Maine Revised Statutes. A restaurant class 4 must serve food, but is not required to have a kitchen and the food need not be prepared on the premises. Restaurant Class 4 excludes bottle clubs and restaurants that allow patrons to bring and consume their own alcoholic beverages.

xiv. Theater: A building or part of a building used to show motion pictures, or for drama, dance, musical or other live performances. This term includes multi-screen cinemas, but excludes drive-in theaters.

Ed Reidman explained that the Restaurant Class 4 is an addition. I spoke to the City's Attorney earlier today and these definitions would be part of the Contract Zone and would not apply anywhere else in the City.

Mr. Reidman asked if anyone wanted to comment on the definition language that is before us.

Anna Wrobel asked about the definition; Restaurant Class 4. I notice from the definition it says "wine bar, winery, brew pub or similar establishment which serves for consumption on the premises wine, malt liquor, or low-alcohol spirits products, but not spirits, as those terms are defined..." Can I just confirm what that means, as there would be no hard liquor or hard spirits in a restaurant Class 4? Is that how I can interpret that language?

Chris Vaniotis said that was our intent. You have to get to that by looking at the incorporated definitions in the State and Liquor Licensing Laws. Yes, that would be the phrase where no hard liquor could be served. Spirits under the States definitions are distilled spirits and hard liquor. That was an attempt to limit this to a wine bar or a brew pub, serving basically wine and beer. The State law has this strange definition of low spirits product which is defined as containing an alcohol content of 6% or less by volume.

The way the State Statute fits together in places that is allowed to serve wine or licensed to sell the low alcohol spirits. This was an attempt to eliminate some of the concerns that this would not be an all out rowdy bar.

Anna Wrobel asked in terms of the food category, just to clarify the following:

A restaurant class 4 must serve food, but is not required to have a kitchen and the food need not be prepared on the premises.

Do you have any kinds of examples of what we are talking about in terms of this kind of category discussing food? We are not just talking about peanuts and popcorn.

Chris Vaniotis said as an example it is not uncommon for a wine bar to sell pastries or desserts. Those would not necessarily be baked on the premises; they may be purchased from an outside source. Another circumstance would be a wine bar that is affiliated with a restaurant located on the project, but would not actually be preparing their own food on the premises. That was the thought behind that.

Trying to explain what we are trying to do here is that we have ended up with two definitions: Class A lounge and Restaurant Class 4 and the Restaurant Class 4 would be included within the umbrella of a Class A lounge under the State Liquor Laws. We wanted to put a couple of alternatives in front of the Planning Board and ultimately to the Council.

Ed Reidman any other questions in regard to Restaurant Class 4

Rene Daniel said I do like the definition for Restaurant Class 4, far better than Class A Lounge. I probably would be more in favor to vote for a Restaurant Class 4 than I would for a Class A Lounge. I appreciate you trying to find another option that could work.

Mr. Daniel asked the Chair if he could proceed to a different definition. The last time we met, I indicated that I had grave concerns about a Class A Lounge and the Extended Stay Hotel. I was pleased when I saw the definition for Business/ Executive Suite Hotel. That in my opinion is much more palatable for myself and others that I have talked too. That makes more sense. I think that is the type of cliental we want to attract to the City.

Ed Reidman asked for any other comments.

Paul emery said I think that the definition for Restaurant Class 4 works.

Rick Gouzie said when he reads the last sentence for the definitions of Business/Executive Suite Hotel ...*accommodate businesses or institutions and their employees, contractors or consultants who require temporary lodging while working on temporary assignment or relocating to the Westbrook area.*"

It sounds to me that it is restricted to only people working in the City of Westbrook or relocating to the City of Westbrook. I assume that people could stay there and work in Portland. I was wondering if that could be clarified a little more.

Chris Vaniotis said the intent was to bring this closer to what we had described in an earlier meeting as opposed to the extended stay hotel that was perceived to be a home for

transients for an extended period of time. We used the words “Westbrook area” specifically. The notion being if a business in Westbrook had some employees relocating or on temporary assignment this would be the kind of facility they would use. The intent was not to restrict it to Westbrook. This definition could also offer rooms to the traveling public, it would not be exclusive to the business or employee extended stay.

Ed Reidman asked Mr. Gouzie if the word “greater” was added before Westbrook would alleviate his fears?

Mr. Reidman instructed everyone to add “greater” as part of the definition to read as follows:

ii. Business/Executive Suite Hotel: A hotel that offers customary hotel services and amenities to the traveling public on a daily basis and also has rooms or suites available for longer term rentals, designed and intended to accommodate businesses or institutions and their employees, contractors or consultants who require temporary lodging while working on temporary assignment or relocating to the greater Westbrook area.

Mr. Reidman explained to the Planning Board that he was going to ask for a motion to make a recommendation for the verbiage for the public hearing. At that time I am going to ask for a positive motion on that, get a second, then if a Board member wishes to remove an item they could make a motion to that, someone would second, then debate the removal at that time and finally the Board would vote on the removal. So that way the Board gets a chance to speak on that item. We will leave things as they are until we reach that point.

On the second page of Molly Just’s memo you can see what has been deleted and what has been changed. We spoke to the applicant and the staff and with the exception of the coverage D under section 318.4 we have resolved all these basic issues until we got to the parking issue.

The excerpt from the memo is as follows:

318.4 Performance Standards. The following performance standards apply in the 500 Westbrook LLC Contract Zone:

A. Dimensional Requirements:*

(1) Minimum Building Setbacks:

- (a) from Westbrook Arterial 20 feet*
- (b) from Stroudwater Street 200 feet*
- (c) from side property lines 20 feet*

(2) Maximum Height 75 feet (exclusive of architectural features which may, upon approval of the design by the Planning Board during site plan review, extend above the roof of the building provided such architectural features do not increase habitable space).

B. Maximum Building Footprint: The total, cumulative footprint of all buildings within the Contract Zone shall not exceed 50% of the land area within the Contract Zone.

C. Maximum Gross Density: The total, cumulative amount of building footprint and impervious surface shall not exceed 80% of the land area within the Contract Zone.

D. Minimum Landscaping. At least 20% of the total land area within the Contract Zone must be landscaping. Stabilized grass surfaces shall be considered pervious landscaping.

E. Lighting. All outdoor lighting must be of the cutoff luminaire variety and must be installed so that no permanent direct lighting is emitted beyond the lot lines, except for special accent / event lighting.

F. Buffer. A 50-foot buffer with berms and trees shall be maintained along the entire Stroudwater Street frontage, in order to maintain a continuous visual screen, except where a break in the screen is necessary to provide an emergency access route for public safety purposes.

** The dimensional requirements established in this section apply to the Contract Zone as a whole and not to individual lots (if any) within the Contract Zone.*

G. Traffic Impact. There shall be no motor vehicle access between Stroudwater Street and the development, except for emergency vehicle access as determined to be necessary by the City's public safety officials.

H. Parking. Because of the variety of uses proposed by 500 Westbrook LLC, various uses on the property will have different operating hours and different peak-period parking demands. In keeping with principles of optimizing resources, shared parking can therefore be utilized. The Table of Off-Street Parking in Section 505.1.A shall not apply within this contract zone. Instead, the number of parking spaces to be provided as each phase of the development is undertaken and in total shall be determined by applying standards for shared parking developed by the Institute of Traffic Engineers, AASHTO, or equivalent best-practice traffic engineering standards. Parking may be provided through a combination of surface parking and parking structures. In addition, because of the seasonal variation in parking demand for retail uses, up to 900 parking spaces may be developed on stabilized grass surfaces to function as overflow parking during peak periods, but otherwise to function as a fairground/parade ground, field area.

I. Sustainability. Buildings and improvements shall, to the extent feasible, utilize materials, techniques and designs which incorporate then-current best practices for energy efficiency, sustainability and low environmental impact.

Ed. Reidman continued by saying the wording on the Comprehensive Plan indicates 30% existing open space requirement and 20% proposed open space requirement, one proposed by the Developer at 20% and 30% proposed by the Staff and our City Council said we can go that way to the Public Hearing, should we also have at least 20% and offer an alternative on that?

Natalie Burns said if what the Board is thinking about making it stricter then I am not sure you have to do the alternative. I think for notice purposes the more specific you could be the better and I did advise you that you could advertise alternatives for specific provisions. That allows you to consider those and pick one and do a recommendation without having to come back to a hearing to change whatever proposal is before you.

Ed Reidman how would we do that in this case?

Natalie Burns said I think there are a few ways you could do it for notice purposes. You could say after a provision in the alternative the Board will consider 30%. You could do that at the end or right after the provision.

Ed Reidman asked the Board if any members had any objections to that language.

Anna Wrobel asked for clarification on what this 20% or 30% includes or excludes as to the parking situation. This seems to be the point of conflict. This is something we need to clarify here as well as to the overflow parking and if it is included in either those percentages.

Natalie Burns said yes that is something you would clarify with that provision. As written it does include *parking spaces may be developed on stabilized grass surfaces to function as overflow parking during peak periods, but otherwise to function as a fairground/parade ground, field area.*

Anna Wrobel asked if we should wait until we get to that letter to discuss this issue.

Ed Reidman said we can, but would like to follow what Natalie suggested and add in an alternative. There is a difference between 20% and 30% on the lot and although I agree with Natalie if you wish to be stricter in this provision; than 30% is stricter than 20% and you say at least 20%, you can do it but in all fairness the Public should know that there is that potential coming through.

Yes, we will get to issue of parking and discuss that provision thoroughly.

Ed Reidman asked Natalie for the language once again.

Natalie Burns confirmed that this was for the item in Section D.

Ed Reidman said yes

Natalie Burns said “as an alternative the Board will consider requiring at least 30% of the total land area within the Contract Zone to be landscaping.”

Scott Herrick said that we would have to revise section C as well as that says 80% that should be 70% to add to 100%.

Ed Reidman asked Natalie Burns if we should use the same language except put in 70% in where it currently says 80%.

Natalie Burns said yes

Ed Reidman said we are now discussing the parking revision as suggested by the developer.

Chris Vaniotis said we had a meeting with staff this morning. We came up with some slight revisions to paragraph H, page 3 of Molly's memo that deals with parking. Instead of red-lining the complete document, I thought I would give you these couple of section.

The first thing we do as suggested by Molly Just, rather than have a specific reference to standards developed by the institute of traffic engineers or Aashto, that we would simply talk about shared parking, being developed in accordance with the best management practices for traffic engineering standards rather than reference a specific document. Molly had some concerns that the document may not be entirely up to date with respect to the shared parking concept.

We also added some language in addition the parking would be in accordance with a parking management plan which is something the Planning Board would get during Site Plan review, so you can see how the various uses on the site and various portions of the site for parking that include some timing factors for the anticipated overflow when that overflow area might be used.

The next language begins at final build out as suggested by the City Planner. "At final build-out, the majority of parking shall be located in parking structures. Any surface parking, whether provided for an individual phase or for final build-out, shall be adequately screened from pedestrian ways and public streets". The main purpose for that is if you consider the program plan diagram which Thompson Design has provided it does provide for three parking structures all together. In all likelihood the parking structures will not be built in the beginning of the project. Typically the way a project is built out is the first phase may well utilize surface parking in an area that subsequently would be replaced with the parking structure, to accommodate the subsequent phasing. What we are trying to get at here is the notion that when the Planning Board looks at the site plan for any phase at that point you want to make sure that the parking, whether it is structured or surface meets your standards for screening and buffering. With the understanding at the end of the project, assuming it all gets built out, there will have to be structured parking because there is not enough surface to do the parking.

Then we cleaned up some of the language of the last sentence as we had talked about the 900 spaces, due to Pratap's calculation of how many the fairgrounds area might accommodate. As Molly pointed out during site plan review that might change, there might be other areas on the site might be appropriate to use the stabilized grass surface. So now we are saying: "a portion of the parking may occur on stabilized grass surfaces to function as overflow parking during peak periods or for special events, but otherwise to function as a fairground/parade ground, field, or other open area." We added special events if a Soccer Tournament comes to Westbrook and is played in the fairground area that would be an occasion that the grassed area would be used for parking.

That is what the changes are all about that come as a result of the meeting with staff. The complete paragraph reads as follows:

- H. Parking. Because of the variety of uses proposed by 500 Westbrook LLC, various uses on the property will have different operating hours and different peak-period parking demands. In keeping with principles of optimizing

Deleted: spaces

Deleted: be developed

resources, shared parking can therefore be utilized. The Table of Off-Street Parking in Section 505.1.A shall not apply within this Contract Zone. Instead, the number of parking spaces to be provided as each phase of the development is undertaken and in total shall be determined by applying best-practice traffic engineering standards for shared parking and in accordance with a parking management plan. Parking may be provided through a combination of surface parking and parking structures. At final build-out, the majority of parking shall be located in parking structures. Any surface parking, whether provided for an individual phase or for final build-out, shall be adequately screened from pedestrian ways and public streets. Because of the seasonal variation in parking demand for retail uses, a portion of the parking may occur on stabilized grass surfaces to function as overflow parking during peak periods or for special events, but otherwise to function as a fairground/parade ground, field, or other open area.

Deleted: standards for shared parking developed by the Institute of Traffic Engineers, AASHTO, or equivalent

Deleted: In addition,

Deleted: up to 900

Deleted: spaces

Deleted: be developed

Ed Reidman asked if staff has any problems with results between this afternoon and this evening.

Molly Just said the language is consistent with what we discussed. I do warn everyone here this evening and everyone watching to keep in mind that what you see on the concept plans is not what you are going to see from the beginning. In individual site plans, I may not support surface parking, as I do not see it consistent with the high quality project - you see surface parking in very traditional strip retail development. I do not think it is consistent with the intent of this project. I think that can be addressed at site plan, this is not the time to get into that level of detail necessarily, so this language is consistent with our discussion earlier.

Cory Fleming said the language says “At final build-out, the majority of parking shall be located in parking structures.” A majority can be 51% or 60% or 70%; given the other level of detail we have received can you define that

Molly Just said she will try to define that. If it worked for me and I can make my own recommendations, I would recommend that there is no surface parking unless it is for very specific small purposes that do not have to do necessarily with traditional retail.

I think site plan does give us a greater opportunity than we have now to address the very specifics of this issue. I have some level of faith that we will be able to do that more at the site plan level. We are all asked to have some level of faith that things will be ironed out at the site plan level.

Anna Wrobel said the amorphousness of the word majority of parking, when it does come to the site plan level will we have the authority to establish what that percentage is and make that stick.

Natalie Burns said I am not sure that you have legal authority to establish a particular percentage but you will have authority to establish a design of the project, which I think gets you in the same place a different way. I know that what we were told in the meeting

by the applicant was that the project itself will drive the need for structured parking and when the structures will occur because at some point there is a critical mass on the site and you do not have room for both.

I appreciate that may not give the Board a comfort level as to when it can do things, but I would say that with master plan and design guidelines there will be some authority to look at these issues. I am not sure that the Board wants to tie themselves to percentages.

Molly Just said that there is something that you need to keep in mind; the intent of the language that the applicant has crafted is that each phase will stand on its own. Each phase will provide a design esthetic that is high quality that will provide a certain amount of public amenity to offset that level of development. Keep in mind that one thing that is not addressed is the style of parking. The project could start at phase one and end at phase one and you may have whatever parking that is.

Chris Vaniotis said the goal is to build something close to what Jason has engaged Thompson Design to do. That has to involve structured parking because there is not enough area on the site to do all surface parking. We would not want to do all surface parking if we could.

My concern is and what we are trying to mediate with this language is that it is possible depending on the first phase comes together we may be talking about doing only surface parking for that first phase. What we are suggesting on the first sentence that says:

“Any surface parking, whether provided for an individual phase or for final build-out, shall be adequately screened from pedestrian ways and public streets.”

During site plan review the Planning Board has the right to assure that the surface parking is acceptable to your site plan review standards in the event that another phase does not occur. We would probably be coming to you with a plan that says this is where we propose surface parking for phase one. The master plan will show for phase two some of the surface parking will be replaced by a parking structure that serves the subsequent phase but in the event that it never happens we are giving you this level of landscaping and protection for the surface parking.

I agree with Natalie that these are site plan issues and reviewing individual phases of the site plan the Board will have the ability to look at parking and make sure it meets all the site plan standards. We do not contemplate doing all structured parking.

Ed Reidman asked for further questions or comments.

Paul Emery said if you go to 80% or 90% build out, how many shop staff, security, administrators, and so forth do you envision being on during a shift. What is the maximum number of staff parking spaces you will need.

Pratap Talwar said it is difficult to estimate these, not knowing the tenants, so I am going to give you my best guess would be about 1500 parking spaces required. We said that this will be a large regional mixed use facility and a lot of jobs will be created.

Paul Emery asked how much parking you can put below ground level.

Pratap Talwar said that is a good question and I can not answer it without further soil testing.

Paul Emery says he has ideas about the soils in that area as I run the USDA report on them particularly right in the middle of your proposed project. If you were able to put three levels of parking below ground which would handle your permanent staff, then two to three levels above ground in a parking structure, how many cars do you estimate that you can handle.

Pratap Talwar said he has not calculated that in your configuration. There are grey areas in our plan which denotes how much parking would be needed to satisfy this program based on current regulations. The parking garages that are shown on the plan would satisfy parking.

Paul Emery asked if the parking structures would hold at least 1500 cars for staff, then what parking would be there for the traffic flowing in and out during shift change. Then how many spaces would be left for customers.

Pratap Talwar said we are going to do demand management based on shared parking. We would provide different ways for employees to come to the site such as buses or shuttles. We are looking to do best management not only for visitors but also for employees on the site.

Paul Emery said so if you had the capital to purchase the Saunders property you could park every single staff member plus on it.

Chris Vaniotis said the program has 6,500 cars of that 1100 would be surface parking that would include the roughly 900 within the fairgrounds field area that would be grassed. The structured parking would be 5,400 cars.

That is what this design contemplates.

Paul Emery asked if that will handle the traffic.

Pratap Talwar said the intention is to right size the parking facilities and the shuttle services. Projects of this magnitude can if carefully managed provide parking and manage the traffic. The answer is yes.

Paul Emery asked what will be the real issue to go to 30% landscaping.

Pratap Talwar said the real issue would be that the parking garages could get higher then the buildings that front them. .

Paul Emery said you could affix architectural detail to them.

Pratap Talwar said you could do that.

Paul Emery said you have a huge site line, in some cases 1500 feet way when you get to the highway.

Pratap Talwar as I have described to you in the past is that the 30% coverage, does not have to do with parking. It actually has to do with paved areas that are for activated uses such as the farmers market. Someone raised the question as to why can't the farmers market area (a large area) be grass. The answer is for health reasons.

Paul Emery asked if the farmers market be included on the top of the parking structure.

Pratap Talwar said he has not seen any good farmers market inside a parking structure anywhere in the world.

Anna Wrobel asked as we are talking about parking and cars in our conversations in the past have been consumed with the definitions for Class A Lounges, extended stay hotels, ice skating rink or a farmers market. A huge percentage of this project will be largely retail in some form or another. There are not only going to be cars carrying customers, there will be trucks carrying deliveries. It is my understanding that in the City of Westbrook we do not have an idling standard. Is that the case?

Rick Gouzie said we do not.

Anna Wrobel said if we do not have any idling standard for delivery trucks in this contract zone can we then enforce one.

Molly Just said you could put one in as part of the site plan.

Anna Wrobel asked if that is enforceable.

Ed Reidman said if people can remember we had a long arduous debate over idling standards when we dealt with Wal-Mart coming to the Saunders Site. We had great difficulty with not potentially writing the Ordinance for potentially doing the enforcement. It is very difficult to enforce it. Mr. Gouzie does not work 24 hours a day 7 days a week.

Anna said the Police are not in a position to stop everyone who is running a stop sign or speeding either. But if we can have some faith that we have law abiding citizens, perhaps just the fact that there is an idling standard means that some people will self regulate and follow the rules.

I understand that the Police and Rick can not be every where but if the rule is there perhaps people of good faith and good will, will actually do it.

Molly Just said on that note earlier today we talked about a parking manager being needed for this project. That would be part of the parking management plan, so whatever it is worth, maybe a combination of self regulating and parking manager and signage could get to that.

Chris Vaniotis said the Westbrook City Council could at some point if they wished to create an idling standard that would be Citywide. Secondly during site plan review we could put some standards in and including as Molly suggested signage, notices to the vendors who are coming to the stores to say something like “do not idle, shut down you engine”. The third point as I say only tenuously because sometimes I can not keep track of what the legislature has actually done vs. what they have proposed, but somewhere in my head I think the legislature actually enacted state wide some limitations on idling motor vehicles but I would have to check that for you to be sure. I vaguely recall a standard through the department of environmental protection that there may be some State standards in affect as I remember certain exceptions for example buses keeping passengers warm and that kind of thing. Whether that was enacted or just a proposal we can find out.

Ed Reidman said the next item on the agenda in Molly’s memo under I as follows”

I. Sustainability. Buildings and improvements shall, to the extent feasible, utilize materials, techniques and designs which incorporate then-current best practices for energy efficiency, sustainability and low environmental impact.

Ed Reidman asked for any questions or comments?

No comments

Ed Reidman said that the next section is as follows:

318.5 Conditions.

1. Master Plan

(a) All buildings within the zone shall be designed and constructed pursuant to an overall plan for development of the property that contemplates an integrated, internally unified mixed-use commercial development consistent with the goals of this contract zone (a “master plan”). The master plan will incorporate the following design principles:

- High quality public spaces will be an integral component of the development as a whole and of individual phases.*
- The development will be streetscape oriented – designed so that visitors will park in central facilities and then walk to their destinations, with building entrances located along and oriented toward the internal streets.*

An example of such a master plan is the program diagram entitled Stroudwater Place prepared for 500 Westbrook LLC by Thompson Design Group, dated February 2008. That initial program diagram and accompanying artist’s renderings are a conceptual illustration of how the property might be developed pursuant to an integrated and cohesive

master plan. However, both the City and 500 Westbrook LLC understand that the property is likely to be developed over a number of years, in many phases, and that the exact mix, number, size and location of buildings, improvements and uses will be driven by economic circumstances and the needs of particular tenants and that there may consequently be changes from the development program shown on the February 2008 program diagram. Such changes do not require an amendment or revision to this contract zone, provided the Planning Board, during site plan review, is satisfied that the specific development proposal in any phase before the Board is a component of and consistent with a master plan for the development of the property.

- (b) In order to achieve the goals of an integrated, master-planned, mixed-use commercial development that will serve as a gateway to Westbrook from Exit 47, a regional economic hub and a destination for shoppers and visitors to the City, the master plan shall include a master lease or declaration of covenants containing restrictive covenants which preclude the following uses: “bargain” or “dollar” stores, wholesalers, sellers of distressed or salvaged merchandise and other retailers whose advertising, marketing practices or appearance, either interior or exterior, are not consistent with quality, destination-retail development. In addition, the master lease or declaration shall incorporate architectural design guidelines controlling matters such as streetscape design, façade treatment, appearance of public spaces, quality of common areas, location and appearance of kiosk vendors, signage, landscaping and lighting, placement of buildings with respect to the public spaces, and such other features of development which 500 Westbrook LLC deems appropriate to ensure a quality project and a quality experience for customers of and visitors to the development.*
- (c) A master plan shall be submitted as part of the application for site plan review for the first phase to be constructed. Any subsequent revisions to that initial master plan shall be submitted as part of each application for site plan review for subsequent phases.*

Chris Vaniotis said on the second bullet we have made a change as follows:

- *The development as a whole and individual phases will be streetscape oriented – designed so that visitors will park in central facilities and then walk to their destinations, with building entrances located along and oriented toward the internal streets.*

Ed Reidman said the master plan can be changed like a comp plan by coming back to the Planning Board.

Cory Fleming asked if the Master Plan will also include the public amenities that we can expect.

Ed Reidman said they are mentioned in the phasing.

Molly Just said a good point has been raised and we might have overlooked it to date. We may want to clearly point out in paragraph B, or somewhere else in the Master Plan that under #1 in Conditions that the public amenities referred to in #2 or something like that will be addressed in the master plan. I think that was an oversight, the intent was there. We probably put that in #1 Master Plan.

Chris Vaniotis said he believes that they already have it in the first bullet point as follows:

- *High quality public spaces will be an integral component of the development as a whole and of individual phases.*

Scott Herrick said they could put reference at the end of the sentence that says: consistent with the requirements of item 2 below and it would take care of it.

Chris Vaniotis said so consistent with subsection 318.5.

Ed Reidman said once we get down to Phase 2 which is phasing and I think that is where we should have a conversation about the Public Improvements that we see coming to the City of Westbrook are integrated into it.

Cory Fleming said I am going back to phasing. I like what I see there but in our original discussions we were talking about connections to trails, inter-modal transportation facilities and things like that. None of this is showing up in the phasing and I want to make sure that something with that language is incorporated. Public spaces are not necessarily public amenities. They are not totally synonymous.

Ed Reidman said I agree with you, but how do we define it in the phasing plan as that is where the indication is that there are going to be some things done like that. Do we add to that in the phasing, it says at the tail end of it until an indoor skating facility, arena or similar civic facilities have been constructed. These facilities are not limited to but shall include an inter-modal of transportation facility and whatever else we have been half way promised should be in it. You start to define what is going to come, but it does not come until the very end and where the project stands now and as you heard the first phase to move in will be a stand alone, but will relate to the master plan. Some of the things we would ask for would not come until the very end of the project and that is the tricky part.

Chris Vaniotis offered an idea if you review the top of page 4 on the City Planners draft, so it would come right after the bullet points, we added language that would say something like the master plan shall include the applicants proposal for providing various public amenities such as but not limited to trail connections, alternative transportation facilities and so forth.

I noticed in the paper that the metro will be making some changes to the 25 year old bus route. We will be talking to them fairly soon after we receive the contract zone in hopes that they will incorporate this project ultimately into those changes. We can not tell you today that they will be there, but the use of inter-modal transportation needs to be in the document. If we were to put something like the Master Plan shall include proposals for

transportation alternatives, trails and if there is other language that you want to see in there so that would at least be addressed in the Master Plan we can certainly put that in.

Ed Reidman said to define the items that might be considered in that phase I would urge you to go back to page one on the memo we started with where we have permitted uses and go through what permitted uses you would consider. We have already put the tag on inter-modal transportation facility as being one of those, go through the top of the right hand column maybe we can add outdoor gathering spaces including but not limited to picnics areas, parade or fair grounds. The trail connections would not be defined.

Molly Just asked to recommend that there are certain public amenities that you would like to see that are not listed, I would recommend that you state them and state by when you would like to see them on this project and that will be done. I think a trail is a use that is called out to be added to the phasing perhaps.

Ed Reidman said he does not disagree trail connections need to be defined, but I do believe that on page 5 of your memo, when you get to the last one that says where you talk about commercial space and say: *until certain things are done*, that is where you want to define your amenities that you know you really want in and a trail connection is not envisioned as hardship on the developer.

Molly Just said correct, so that would perhaps be in phase one.

Chris Vaniotis said I think when you do site plan review you will have the ability to call forth specific plans for these kind of amenities and improvements and certainly we are willing to include them in that initial master plan that comes in to you. But until we start to have some real content of tenants that will be coming in on phase one of the master plan, I am not sure we can define where the trail would go, what the improvements to the infrastructure would be. I think during site plan review you figure out what the applicant has to do in terms of public infrastructure to support the site plan and I am afraid that we could start calling out what is in the contract zone but they might not be realistic when you get to site plan review and you may miss some that the Board may want when you get down to a specific site plan. We are trying to recognize the specificity of the contract zone and what the Board will do during site plan review.

Ed Reidman if you recall when we started this whole discussion we talked about plans being able to be changed. There is concern that nobody doubts your word or Mr. Snyder's word or Pratap's word to what you intend to do. But if it is not written in contract zone then there is the possibility that it might disappear. Therefore the feeling I have from the Board is that there should be some verbiage in there that says as a minimum the City should expect to have certain elements in that, one of which is a trail connection. No one is saying where it is going to be; just that it is a connection. It could connect to the City property that is next to you, it could connect to Stroudwater Street, but the question is does anyone put together a wish list as to what they would like to see on the plan. I personally think the inter-modal transportation is an important part of it because if you are going to have that many employees, some might choose to use that type of facility in

order to come and go from work. Over and above that another important facility is a community center as defined by our Ordinance.

Molly Just read the existing definition:

201.22 Community Center: A common building which provides a focus for recreational, educational, or cultural activities where for-profit commercial or industrial activities shall not be permitted.

Ed Reidman said certainly you have proposed in coming along through this the outdoor gathering spaces including but not limited to picnic areas, parades or fair grounds. That is what you say you are going to do and you have said all along that is part of it. When we look at your initial plan you have areas already that meet that requirement. I do not see anything wrong with putting that in there because you are going to do it anyway.

Chris Vaniotis said actually those are covered specifically in the phasing section, those are defined specifically. Understand that list of permitted uses does not mean we will do every one of those. That is a list of allowable uses in the zone, just like any zoning district, some of those may materialize.

So if you put in a community center as defined; it might never be a use in this project. Again I am trying to refine the language that I have been working through such as a sentence that says something like: The master plan will address timing, type of public infrastructure improvements, including but not limited to transportation alternatives, trail connections and the public spaces described as outdoor gathering spaces, public spaces described earlier in that paragraph.

Ed Reidman asked if anyone has a problem with that language.

Chris Vaniotis said the master plan will tell you what is actually proposed and they will be of that nature.

Ed Reidman asked if the Board is fine with that statement.

Molly Just asked to have the language repeated for the record and where it would be placed in the document.

Chris Vaniotis said to place your caret after the two bullet points in 318.5 Master Plan, before the sentence that starts with “*An example*” and is reads as such:

“Master Plan shall address timing and type of public infrastructure improvements, such as transportation alternatives, trail connection, outdoor gathering spaces, and the other public spaces described in this section.”

Ed Reidman said we have come to the definitions which we started with... The chair recognizes Anna Wrobel.

Anna Wrobel asked for input from staff about phasing. Also an explanation from the applicant where is says:

"At a minimum, an outdoor farmers market area must be constructed within two years after the first 100,000 square feet of commercial space is occupied. No more than 400,000 square feet of commercial space may be issued a certificate of occupancy until an outdoor farmer's market area has been constructed."

It seems like a lot of 100,000's between the first 100,000 and the 400,000 that we may have to wait for a farmers market. I would like to get some input from staff on this as far as the piece about the farmers market, certainly would like to see a farmers market sooner than 400,000 square feet of commercial space are occupied. We can take one step at a time, as I have additional questions about the phasing, but could you address that one first?

Molly Just said I agree where I think the applicant and their designers are going in terms of needing to occupy space and activate it form a demand for it and an attractive place to do business be before you can put in a successful farmers market. I think 100 all the way to 400,000, I am not sure what those numbers are about, but I do believe you need to have some amount of successful project to attract people to a farmers market that will therefore be a success.

Anna Wrobel said it seems like a lot of play between the numbers.

Chris Vaniotis said the way the numbers work is there is a point that we are required to build it that is the 100,000. In the scale of this project it is not a huge amount. We are not putting farmers market in a middle of a field. So the first requirement is once we have constructed 100,000 square feet within two years of that we have to have a farmers market up and running. Then the second the 400,000 square feet is a stopping point, saying that if you continue to build after that first 100,000 we have to stop at 400,000 until the outdoor farmer's market area has been constructed.

How do those two work together? It sounds a little confusing. The 100,000 is a two year trigger, no matter what we do we have to have after the 100,000 we must have a farmers market within two years. The 400,000 is a trigger that says we can not go any further than 400,000 until we have built the farmers market.

Anna Wrobel said that once the 400,000 is met even if the two years is overThe two years are up and no more can be constructed – understand the logic – draw people to the space

Chris Vaniotis said one is a timing trigger and one is a phasing for construction trigger.

Anna Wrobel asked about:

No more than 800,000 square feet of commercial space may be issued a certificate of occupancy until a central common/outdoor gathering space has been constructed.

I am trying to understand the logic of this. It seems before some sort of a "commons" is created the majority of the square footage is going to be occupied.

I think it would be better for the project to have some common space happed earlier in the project to draw people to the place.

Pratap Talwar said that if nothing is built here it is an open space. What I believe our mutual goal is to craft open spaces that are activated, that is the difference. The triggers have to do with the uses that are on the site and make these open spaces actually activated. We could say that a farmers market should be there before anything is built. You know what it will be, a farmers market in a field. Similarly Stroudwater Common, the concepts that we are proposing are not unrelated play field like the high School, they are actually related to the uses on site which help activate the place, which makes this a public place and usable.

It would make no sense to have an infinity pool if no one was there. It makes no sense to have an outdoor ice rink with nobody there. It makes no sense to have a kiosk or a performing arts center if no one was there.

These numbers correspond to the program diagram of the amount of space that surrounds each of these uses. That is the logic. The idea is the improvement is done in a way that it is truly public and it is urban as we originally described it to you and not unrelated open space that is never used. I think this is a higher standard because the public can make a concession saying we are going to give you so much open space and it may not be activated, it may have trees in it, maybe a place where cows roam, but it would not be a place where people wanted to be.

That is the difference here; the relationships of these numbers to the program that surrounds them.

Greg Blake thanked Pratap for the explanation of the logic and the relationships.

Ed Reidman asked the Board if any member has anything else to say on the proposed language that we are going to public hearing for, with regard to the Contract Zone for 500 Westbrook LLC.

Greg Blake what trips or triggers have you decide that you now need to go to a parking garage vs. surface parking?

Pratap Talwar said we have discussed that this site will have to keep building structured parking in order to build future phases, not in phase one perhaps but as future phases come forward, but I can not give you specific numbers at the moment as I do not know how big each phase is going to be because we have limited the total area and have limited how much is open space, how much is not open space and we have also showed you configuration of the buildings programmed on the site. In order to accommodate more programs you have to building parking. Some of it is market driven and must be competitive in every phase but in worst case scenarios here, you would not be able to build more square footage on the ground unless you remove parking that is on the ground into structures. You have already regulated it by the construction standards that we have agreed too earlier in the contract zone. Those numbers are actually good guarantees for the City as you can not build a 1.65 million square foot project and have it all surface parking. We have reserved the lands and the relationship already in the numbers that we have already gone through so far.

Ed Reidman said as I said when we started I would like to have a motion to approve the language for the Public Hearing.

Rene Daniel moved to approve the verbiage presented to us this evening for Public Hearing.

2nd by Cory Fleming

Ed Reidman said the second statement was at this point if someone wants to discuss what we are doing, or to offer an amendment.

Anna Wrobel moved to amend that we remove Class A Lounge from the verbiage that we are voting on.

2nd by Rene Daniel

Ed Reidman asked for any discussion.

Natalie Burns asked to clarify that motion to include both the language in section 318.2 as well as the definitions in 318.6.

Anna Wrobel asked if you mean to remove the definition as well.

Natalie Burns said I am asking if that is the intent of your motion.

Anna Wrobel asked do you have to make that consistent within the motion.

Natalie Burns said that would be preferable.

Anna Wrobel said I will amend that motion to have both the definition and as well as the permitted use removed.

Rene Daniel said as 2nd he does not have any issues with that.

Ed Reidman asked for any other questions or comments.

Rene Daniel expressed his approval of Anna Wrobel's motion to remove the Class A Lounge. I am extremely pleased that the developer gave us an option and they constructed a Restaurant Class 4 request. That to me has a better rationale than a Class A Lounge. My concern really out of all of these uses are the Class A Lounge and the Extended Stay Hotel and hopefully the Class A Lounge will be removed, and the alternative use definition Business/Executive Suite Hotel has relieved my concern for the Extended Stay Hotel.

I encourage everyone to read the definition of the Restaurant Class 4 and Class A lounge as there is definitely a difference between the two use definitions and I think it will attract a better clientele.

Ed Reidman asked for any further comments. My comment is I will be voting in opposition to the motion as I believe that the decision with regard to a use should go to the City Council and if they choose to eliminate it, it should be their prerogative.

Paul Emery said I agree with chairman as the more people involved in this decision as to what they will allow in their town the better.

Scott Herrick asked if the liquor license required for a Class A Lounge; is that the same license that would be required for a Class 4 Restaurant.

Chris Vaniotis said perhaps not, the Class 4 Restaurant is a lesser included category for a liquor license.

Greg Blake asked the Chair to refresh his memory that if the uses goes to the City Council without the proposed use, is it a much bigger process to put the use back in as opposed to it be in the uses and the City Council take it out.

Ed Reidman deferred to the Natalie Burns.

Natalie Burns said yes, if it goes to the City Council being in the proposed text then the Council to add the use back in would need to send it back to you for a new Public Hearing. I would note that there is something else that you could do as sort of an in between thing which is to send a report to the Council, send the language that you have in front of you, but say that the Planning Board is not supportive of a particular use. That way the text is there and the notice is given but you can identify for the Council that just because it is in the text does not mean the Board is supportive of a particular use.

Ed Reidman said that would be done after we hold the Public Hearing. If the Class A Lounge goes to the Public Hearing then what Natalie has said could go along with a commentary in the motion to make a recommendation to the Council. If the motion that is on the table passes then the Class A Lounge usage can not be considered by the Council until it sends it back to us and we have another Public Hearing and through the same routine.

Cory Fleming said we also have the ability as a Board when we hear strenuous objection from the citizens of Westbrook that they do not want a Class A Lounge category within this contract zone we can at that point pull it before it would go to the City Council. Correct? We have two options we can issue a report or a recommendation to the Council or we can choose to strike the use after public hearing.

Ed Reidman said that is my understanding.

Paul Emery said after that explanation I feel comfortable having it go forward to the public hearing so the people will be heard.

Greg Blake said I concur.

Ed Reidman asked if we are all set to vote. The motion on the floor is to delete the Class A Lounge from the definitions and the use categories in sections 318.6 and 318.2.

The Vote was 2-5 (Anna Wrobel and Rene Daniel in favor) (Greg Blake, Cory Fleming, Ed Reidman, Paul Emery and Scott Herrick opposed).

Scott Herrick said he has some administrative clarifications. He wanted to make sure that in the motion when we were talking about the proposed language that includes the applicants updated draft language as opposed to the language submitted in the memo and also includes Natalie's language as proposed with regard to Section C and D under Section 318.4 with the alternative 70% and 30%.

Ed Reidman said that is my understanding of the motion.

Molly Just said I think that would also need to include whatever language Mr. Vaniotis has come up with particularly in 318.5, number 1 the new bullet under A as well as new language under the first bullet.

Ed Reidman said that is correct, all the new language we have fashioned together tonight, which also includes under 318.6 under I, the insertion of "greater" Westbrook.

**Editors Note - A discussion between Molly Just and Chris Vaniotis was not audible for the record.

Ed Reidman said the language corrections that we have discussed will be done for us and that will be the language advertised for the Public Hearing.

Mr. Reidman asked if there were any other motions to amend.

No amended motions

Ed Reidman said we have added in the definitions and the uses, Restaurant Class 4 and Business/Executive Suite Hotel. Does everyone understand the original motion to approve the verbiage to go to Public Hearing for the section of the Ordinance 318 Contract Zone 8 - 500 Westbrook LLC Contract Zone?

The vote was 6-1 in favor (Anna Wrobel opposed)

Ed Reidman asked to set the Public Hearing for August 19th, 2008 at 7:00 PM.

4. Adjourn

*Respectfully submitted by Linda Gain PECE Secretary
MINUTES MAY NOT BE TRANSCRIBED VERBATIM. SECTIONS MAY BE PARAPHRASED FOR CLARITY. A COMPLETE RECORDING
MAY BE OBTAINED BY CONTACTING ENGINEERING, PLANNING AND CODE ENFORCEMENT at 207-854-9105 ext. 220 and
lgain@westbrook.me.us. THANK YOU*