



# City of Westbrook

## DEPARTMENT OF PLANNING

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### WESTBROOK PLANNING BOARD TUESDAY, AUGUST 19, 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), Dennis Isherwood (Ward 2), Greg Blake (At Large)

Absent: Michael Taylor (Alternate), Anna Wrobel (Ward 4)

Staff: Molly Just, Richard Gouzie, Diana Brown

Chairman Reidman called the Westbrook Planning Board meeting to order at 7:00 p.m. in Room 114 of the Westbrook High School. Chairman Reidman explained the purpose of the Public Hearing is to here public input. There is no presentation as there have been articles in the paper and prior presentations. The meeting will start with staff comments and then be opened for public comments. After the Planning Board review, the recommendation will be sent to the City Council for their review.

#### 1. Call to Order

#### 2. Public Hearing – Contract Zone – 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.

David Travers<sub>12</sub> Waltham Street, I think in many ways this is an exciting project. I do have some concerns and more questions. One major concern is the fact that more and more we are confronting the issue of global warming. With construction project of this sort with the mammoth size, goes ahead as if nothing has changed. So we destroy the planet in a way as if nothing is happening. I am concerned about all the major construction that will happen and the particulate matter that will be exuded, all of the co2 that will be emitted, etc. I do not know how to handle it, or even approach it to make this project feasible economically. This is a general concern and I am not sure of any kind of recourses we would know to begin to go to address this issue. It is one thing to build green; it is another thing to get there in terms of destroying the atmosphere while you are in the process of building green. I am more concerned at this time of during the process to get there rather than in terms of the types of materials actually used.

Another general concern while thinking about the Maine Mall area, you have the area of the Maine Mall which has one set of buildings, but then if you look at the development around the Mall it is absolutely huge. The traffic concerns, the pollution concerns all of those kinds of issues would begin to multiply as you look to the surrounding area. The Contract Zone as I understand it

only applies to a limited area. But the further development that I see is in all the surrounding area. How are you going to approach that? How are you going to handle that? How are you going to handle that kind of development and that kind of pollution? How are you going to deal with the traffic? I do not see a real attempt up to this point even beginning to deal with the issue of traffic. I do not see the surrounding streets as being capable remaining the same after this construction. Just look at the Maine Mall, I think now going over the bridge by Sears, it is six or eight lanes, how do we approach that and what measuring stick do we use for our concerns.

**Patrick Peoples** 22 Garfield Street and I would like to make a little review of some things that can get lost in these situations. Over the years Westbrook has managed to accumulate a remarkable number of areas for public use. Starting at one end of the central part of the City there is the little league development opposite the Junior High School. Then there is the path along the river all the way from the Mill to Saccarappa Falls. If you take a stroll along that river you will pass a baseball field, City of Westbrook pool, tennis/basket courts and another athletic field then you come to the park and beyond the park there is another athletic field before you come to Saccarappa Falls. How did Westbrook accumulate such a green zone along its river bank? Over the years because we were a very successful industrial town there was the money and the motivation by the people on the corporate side to do this. So for many years we were able to have these facilities and still have relatively low taxes compared to other areas around us because of the output of the mill. The problem then arose that the mill output shrank. When that happened, those of you that remember back ten or fifteen years ago that things began to get tight and property taxes started to accumulate.

Fortunately the new gas power plant started up, which returned some of the industrial taxes that we had lost. The fact that we are energetically pursuing our two industrial parks is doing a great thing trying to keep us on an even keel. A development that is purely residential is a net cost to a City because of course these people are going to bring their children and that is a price for that type of development. Something like this if it is done properly will be relatively speaking a gain that will bring jobs and an increase of tax revenues. I think that is a key thing we must remember if we wish to maintain our City the way it is.

The last point I would like to make is the location of this project at the intersection of bypass with the arterial is not on Stroudwater Street, it is very near to the two exits of the turnpike. It does not impinge upon a neighborhood exactly. The proximity to the area is going to be a target for development anyway and I would hate to see something second rate go in there in place of something that could be in the whole of Southern Maine a bit of a jewel.

**Andrew Broaddus** a life long resident of Westbrook. I have recently read the history of the Warren family. What amazes me is how benevolent and generous they were to the City. Before S.D. Warren Mill showed up in 1854, Westbrook was not Westbrook it was a little village. That was the beginning of the industrial base of Westbrook; as everyone knows that is our calling card.

What is interesting is that Westbrook has evolved from industrial to a vibrant commercial downtown, with two industrial parks and the residential has been growing in leaps and bounds. I think when we look at this project; Westbrook begins to grow the commercial part of the City in a very revolutionary way. This is not your grandfathers' mall. I have read the details and it is amazing to see incite of the developers plan that has what retail will be, not just today, but five, ten or twenty years from now. People do not want the typical Mall experience and the developers have taken pains to evolve this to something that we can all be proud of by thinking outside of the box.

Obviously there are concerns about traffic that can be addressed during planning process. As Mr. Peoples said, the turnpike leads us to the turnpike access. It is revolutionary, but is also evolutionary in the sense that it is going to evolve over quite a few years. This is not going to spring up and have a mall here; we are going to see an evolution of this that the City can well adapt to for its citizens and the people who come into Westbrook. I said about 10 years ago that

Westbrook was a diamond in the rough and I think we are starting to see more of those facets of that diamond come out. The downtown has finally pretty well been developed through the efforts of a lot of folks here this evening. The industrial parks have developed. But I think that the commercial and the retail part certainly this project will put another facet in our diamond.

I think we should all keep an open mind about this project and I understand that has been opposition to other projects in that area, in particularly Wal-Mart, I think this is a vastly different project and needs to be scrutinized in a very different way. At the end of day I think we can be proud of this, as I said it is both evolutionary and revolutionary in a lot of ways. I do not think this is retail as we have seen at the mall. I think to make comparisons to the Mall is a little misleading. I think it is going to be quite different then that.

Seize the day, seize this opportunity, I think it is a great opportunity for Westbrook. This type of project does not come along very often; this project is something we can be proud of.

**Ann Peoples** 22 Garfield Street I will be brief. I am not a big fan of Contract Zones as many of the members of the Planning Board know. However in this particular case it is probably the only practical way that we can go. I support the project; at least I support an opportunity to fully vent what we are talking about. I think that one of the things that can happen when looking at a project this historic, of this magnitude it brings to mind the concept of how do you eat an elephant. The only way you can eat an elephant is one bite at a time. That is what we need to do. We need to address this elephant one bite at a time. It could nourish us enormously into the future. It is interesting that people have brought up the mill. Samuel Dennis Warren took a chance when he decided to build a paper mill along the banks of the Presumpscot River. That was a huge development for this area in 1854. Warren went on to become a real engine of economic vitality, for not just Westbrook but for the whole of Cumberland County. They shipped out anyplace they could ship out of and they brought raw materials in. This is the next evolution of that and it is evolutionary. I think we would be doing ourselves a terrible disservice if we did not do a thorough due diligence on what this opportunity could mean for us.

**Elizabeth Gattine** 529 Stroudwater Street, first I wanted to clear up one thing I had a question at the Public Hearing a couple of weeks ago on the language of the Comprehensive Plan. I realized what I have been looking at on the City Web-site that was an older draft and that was the source of my confusion, so I apologize for that. I did speak a couple of weeks ago regarding the changes to the Comprehensive Plan, I will not repeat my comments and now certainly some of them are applicable to tonight's hearing as well as to the subject discussed a few weeks ago.

However I do feel it is worth mentioning as a general comment as I have said, other than the 1.6 million commercial spaces; almost all of it retail very little is actually known what this project actually will be. That still is a great concern to me. Despite the sheer magnitude of this project there has been virtually no discussion or mention of the impact that this will have on the surrounding neighborhoods, on the downtown or on the City as a whole. Certainly we have heard mention of traffic but there has been no mention of traffic studies or reports. I hear that the entrance will be on the arterial and one of the questions I have and request at some point to be answered, is whether permission has been granted to access this project from the arterial. If not, what then happens to this project? Also the commuter traffic that is on the arterial what happens to that? I think a lot more has to be done before we can go forward. My other general comment is at the end of the day, the only thing the City has to rely on is what is in this Contract Zone. I think it is very important to look at the words on this Contract Zone. I do listen to what others have to say and I disagree with just letting the project go forward and work out the details later. This Contract Zone language is what will bind this project and if it is not in the Contract, it is not there. I think some of the words "and", "or", "required", "permitted"; those are major differences when it comes to the implementation of this project.

One of my many concerns for this project is if this project meets the requirements of the Contract Zone provisions as promulgated by the City. When I look at those provisions is one of them is it requires the Contract Zone to be consistent with the permitted uses in the permitted zone. I do not believe this is the case here. This Contract Zone allows all sorts of uses that are not currently allowed. It increases from thirteen permitted uses currently on the zone to thirty-nine. Retail Class One is restricted to 2,000 square feet and the Contract Zone is certainly inconsistent with that and that is one of the requirements for Contract Zoning in this City.

It also states that the Contract Zone will be used when it is necessary to impose conditions and restrictions on the development. Everything that I have heard to this point seems to turn that on its head. What I have heard over and over again is we need to give flexibility. My belief of the Contract Zone is this is the ability of the City to restrict and control development, not to allow as much flexibility as possible to the project to be developed further.

Specifically I would like to turn to the Contract Zone if I could I do oppose both a Class A Lounge and the Restaurant class Four, until it is certain where the entrance to this facility will be. I am going to oppose anything that will allow alcohol to be served, particularly with the School across the street.

In terms of the setbacks I certainly would like to see more setbacks and would like to see more buffering from the side property lines, not just a setback. I know that we have talked through the Comprehensive Zone that this is an entrance to Westbrook. I think if you drive from Westbrook Street and cross over to Stroudwater Street the idea of having this sit in that field with no buffering what so ever, running up the sidelines I certainly would like to see something more done there and perhaps some mention of a paving setback as well.

The maximum height I certainly have concerns on, seventy-five feet I believe is already higher than anything else in the City. I would like to at least see it consistent with the Gateway Zone. Another concern is that the height is exclusive to any architectural features. There is no limit; the sky is the limit on the architectural features that is a concern to me also when combined with the lighting. The lighting which is sub paragraph E states:

- A. *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.*

I would respectfully urge that the lighting not allow exceptions to special accent or event lighting. I do not know what special accent lighting is, my guess would be that it most likely would be combined with the architectural feature which is going to exceed already the height. I would respectfully request that the Planning Board consider both to the height and the lighting to simply not allow the exceptions for the architectural features on the height and the exception for accent or event lighting on the lighting.

The density has been discussed already and I favor the lower density as being more consistent. On the landscaping I do not believe that stabilized grass surfaces used for parking should not be counted as landscaping. Parking is parking and should not be counted as landscaping.

I would like to see greater buffering but perhaps my biggest issue is the traffic impacts not only to the immediate neighborhood but to the commuter traffic that passes through the City.

I respectfully ask the Planning Board to consider the noise, odor, vibration, hazardous materials, things that are simply standard in all the other zones. I simply do not understand why those are not addressed in this Contract Zone. Why this particular area should be exempt of requirements that fit across the board every where else in the City. Certainly the noise issues should be addressed with the School across the street.

Going to 3.8.6:

*“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 the master plan for the development of the property."*

My concern is that it takes the plan that is written and erases it, with no amendment to the Contract Zone. My question is when it talks about the uses can be driven by economic circumstances and can be changed without an amendment to the Contract Zone, does this mean uses other than those enumerated as permitted uses in the Contract Zone. That is what I am unclear on, does it mean it can be changed to a use that is not even contemplated by the Contract Zone. If it is a use in the Contract Zone, I would like to see some language that states very clearly requires any changes to be consistent what is otherwise required by this Contract Zone.

I also believe that since there is so much uncertainty that any change to this should go through the council for review. I understand what is being achieved, but in subparagraph B, I am certainly sympathetic with the difficulty coming up with the language, basically the only thing that is prohibited is a bargainer dollar store or a salvage store. All we have heard about is that this is going to be high end retail and yet when you come down to the language it basically can not be a dollar store or a salvage store. It does not prohibit big box, it does not prohibit any number of things that aren't what I understand the vision of this community to be. I would like to see if some language could be a little clearer as to what the intent is.

On the phasing I also would like to comment that basically this would allow this development to go up to eight hundred square feet of commercial space with the farmers market. We have a farmers market already in Westbrook and this will requires minimal effort by the developer to create a farmers market as defined:

*An area designated seasonal selling and retail of vegetable, produce, flower, orchard products and similar agricultural product, such as jams, jellies, syrups and dairy products.*

I guess I would say that I hear so much about the public benefit for a farmers market and even the skating rink that is not required to be built. It is required later on that something similar to that. I do have concerns with the phasing and what is required in each phase and how far this development can proceed before public benefit is given back.

I have heard so much about how this development is going to rely on public transportation trams or trolleys, trying to encourage as few driving as possible, rather than aloe the intermodal transportation ability as a permitted use, why not require it. If we are talking about minimizing traffic why don't we require it? We should decide what should be there and then require it, instead of keeping them as permitted uses.

I believe that this type of mall is just the flavor of the month in malls. All malls evolve and change; they are just flavors of the month. Ultimately when all is said and done, this is a large retail shopping center.

I do not support this Contract Zone but I understand that other people do support this project and I respect that opinion. I would just ask that the people who support this project that they ask themselves what is it about this project that is so attractive to them? There will certainly be a price that the City will pay. Where is that balancing point and whatever that is, be sure that the

language in the contract include, whatever it is included in the Contract. Ultimately it will be the wording of contract zone that controls what happens here.

**John Hansen** I am a resident of Bangor Maine and I am speaking on behalf of Maine State Building and Construction Trades Council an organization that represents about fifty-five hundred construction workers in the State of Maine. Several hundred of whom live in the greater Westbrook/Portland area and over half of whom live in the southern half of the State. It is on behalf of those construction workers that I address you tonight urging that you approve the changes requested of you for the development of this project.

I want to keep my remarks general and very brief, but let me suggest to you that all too often we have to many people in the State of Maine who are victims of the circumstance of the downturn in the economy who in the construction industry have found it necessary to leave families, some in Westbrook in fact to go elsewhere out of state to get meaningful and gainful employment.

If this project was only a matter of employment it would be one thing, but is more than that. It is a way for all of us in the State of Maine and particularly in these instances citizens in Westbrook to address our economic future. Not for just the economic future of some who have been blessed with much, but the economic future of young people who are starting families and their opportunities are very scarce indeed. This offers to all of us a real opportunity, an economic opportunity, which ought to be a balanced growth opportunity not just one that goes through the countryside paving over paradise, for the sake of another parking lot for a big box development. But rather a planned development that balances community concerns, State concerns of our need, an imperative need economic development. For we can not long endure in this State unless we have some development to replace all of the many, many jobs and industries we have lost. This is an opportunity to reverse that.

As someone earlier stated this is one step in the process, many issues to be addressed. I have every confidence with this Planning Board as I served two terms on the planning board in Bangor, Maine. To know that you will raise the important questions, raise those important issues and do everything that you can do to assure the folks you represent in your community will have their issues and concerns addressed. So it is to be sure a first step along the way. A necessary first step because without this change nothing more will happen, nothing more will go forward. There may be huge, enormous costs in lost opportunities. We can better understand those opportunities if we begin this process now and raise those issues, have those forums to provide everyone the opportunity necessary to address both the issues and challenges that this proposal represents.

The people I represent are not only interested in working to build this project over, admittedly a long period of time because it is a gradual process, but they are interested in the permanent kinds of employment that it will represent down the road. The relief on taxes in their own communities and all that economic development represents.

So I hope to have the opportunity to come back to Westbrook, to speak on behalf of the members of the building and construction and trades council, who reside in this immediate community and surrounding communities to advance their concerns and their issues.

I speak with construction workers every day, more today than a year ago that people who are forced to take jobs out of Maine. They are willing to that, but reluctantly so as they would much rather be with their families, children. This affords that opportunity towards that ultimate objective.

So I would hope that you will look very favorably upon this request, weighing and measuring every step of the way, all that it represents, all of the issues that may be raised, but let us at least have a community forum, where we can discuss a rational way, listening to the arguments, listening to the benefits, listening even to the detriments that it may pose but ultimately not closing the door on a real opportunity not just for Westbrook, but for the entire area and in fact for the entire State of Maine.

**Jeannie O'Brian** 1376 Westbrook Street one of the things that intrigues me is that there are 433 towns and 22 cities making relatively independent decisions as to what sections of the interconnected fabric that could be removed or altered, basing the decisions on the block of the quilt over which they have jurisdiction. Each decision affects the individual block and the character of the entire quilt.

My concern is there any local regional approach to what you are creating. How does it interconnect and affect other neighborhoods then just the address location. The Brookings Institution, Charting Maine's Future 2006 came up with this whole thing for Maine's quality of place and how that is Maine's chief asset. You have various Councils from our own government that are stating in the long run having more open space in your town is likely to benefit the town economically and financially. Development often costs towns more than it increases tax revenue.

I have not heard anything on any tax incentives for creating this project. So I am not sure where that stands. Again from where I stand and live one thing that does intrigue me is light pollution. We are so thrilled that the trees now after twenty years protect us from the lights from Unum.

Do think carefully about what is going on, who you are assisting during a downturn time. Are we selling ourselves out for something to employ people right now, but it is going to be very short term and you may have a very different building, very, very quickly, so I do want you to look at the wording in the Contract Zone and to really be sure that you are getting what you know you want, not what you think you want.

**Deborah Rummy** 533 Stroudwater Street I spoke somewhat at length at the last public hearing, so I will try to keep my comments brief. I would like to echo some of the concerns that Elizabeth Gattine raised in terms of what the Contract Zone language seems to be lacking and deficient and also respectfully urge the Planning Board to fully exercise its authority as an advisory Board and the authority that is invested in the Contract Zone Ordinance about the number of restrictions and conditions that you can apply to this application.

I looked at Section 107 of the Contract Zoning:

*An applicant for contract zoning shall submit an application to the Planning Board on forms provided by the City with the following information and/or fees:*

*(1) A plot plan showing the following:*

- (a) Location of the property proposed for development and its boundaries and dimensions.*
- (b) Location and dimensions of existing and proposed buildings or other structures.*
- (c) The lines of existing and proposed streets, driveways, parking facilities and sidewalks.*

*(2) A detailed statement of the proposed use of the property.*

*(3) A statement setting forth the precise zoning change requested.*

I would echo that we have gone from about fourteen uses to forty-one some uses, I still see a deficiency of detail and concrete specifics about what is proposed in this vision and aspiration.

I do not feel that I know any more about this project on August 19<sup>th</sup> then I did on February 25<sup>th</sup> when this was first unveiled to the Public. As the attorney for the applicant stated, just because the uses are there, does not mean we are going to use them.

There is no provision for noise; this seems unacceptable due to the size, density and mix of uses. Another concern is odor, storage of materials, installation of utilities which is included in the Gateway Zoning, which by the way is built around a regional retail center. I think the language there really needs to be looked at. Again I recommend not allowing any exception to the lighting provision. The lighting should be arranged as to not impact the abutters.

Again in Section 107 of the Contract Zone, I do not see any provisions for the enforcement and remedies for breach of any conditions or restrictions. As a negotiated instrument between the

City and the applicant I would like to see something more concrete on how does the City plans to enforce and hold the applicant accountable.

I was looking at the sign at the middle school and I saw the General Contractor is a New Hampshire contractor, so I am interested to know why a building being paid with State of Maine dollars is being built by a New Hampshire contractor.

I believe at the July 22<sup>nd</sup> Workshop there was a back and forth discussion between Chairman Reidman and Ms. Wrobel and Mr. Vantiotis about submitting an economic impact or feasibility study for City of Westbrook. The discussion was that would be reserved for the City Council and then they would be back to the Planning Board for site plan review. It was a back and forth discussion but at the end of the discussion I believe Mr. Reidman asked for at least a sketch of the economic impacts for the July 29<sup>th</sup> Public Hearing. My question is was that request ever answered and if so is that information available to the public?

In conclusion I obviously oppose this contract zone in principle and until the details in the language and the specificities are there to protect the City's interest as well as anyone else.

**Ethan Shames** 28 Sargent Street I wanted to come to voice my support for this project. I lived in Boston and Baltimore and the thing I would like to point out is this proposed development is nothing like a mall, as malls do not evolve. This project is not at all like a mall.

Baltimore is a City that without the inner harbor development would be like Camden, New Jersey, like Trenton. It would not be a place that people would want to go to. The vision that was done with the inner harbor development was helped to make that happen by the Mayor and the City Council. This created a Center in the City vs., many of the other Cities in the area that don't are just hollow shells, just sprawl on outside and nothing on the inside.

We want a tax base so we can build better Schools and do good things and this project is the kind of thing that will get us that.

I am really excited about this project and feel that it will do wonderful things for the City. Tying it up with red tape and sending it back to committee will make it go away. There are Cities and Towns that fight for this kind of thing. I wish that we would at least open the door for it, not send it away for another communities benefit.

Look at the location it is between Westbrook and Portland two major City centers. It is across from a Car Dealership and a huge hole in the ground, the big quarry across the street. It is a good use for this space, a fantastic use of this space. If we want more walking trails, little league fields, this is the kind of economic engine that could help us get that.

Certainly due diligence is called for and a vision is called but tying it up in red tape and making the project go away would be really shameful. I hope to see this go forward.

**Dennis Higgins** Stevens Avenue I would like to say I would support this Contract Zone. In the past twenty years or so I have seen Westbrook change for the good and bad. I have seen a lot of possibilities we have had. I was a supporter of the Racino, which Bangor has and the revenue has helped Bangor which that got shot down by Westbrook also. I was also a supporter for Wal-Mart that got shot down also and that would have brought in some good revenue here.

This project would be great revenue for the town and I would hate to see this get shot down. I respect all the residents near the open space on Stroudwater. I have seen wildlife there myself, but the wildlife does not bring the tax revenue. I would hate to see this project slip by and I would like to see it pass if at all possible.

**Holly Travers** 12 Waltham Street I have concerns because this is such a large project and it seems very intrusive on the surrounding neighborhood. I am also concerned about the pollution, light, noise, traffic, congestion. I can see that it could appear to be a shiny ornament that could be very



appealing and yet there are these other problems that go along with it. I just want to have everyone think of the total project, the package and keep their feet on the ground.

I am particularly concerned about the buffer zone between the school and the project and I think it needs to be substantial and buffering that is for all four seasons with different heights of canopy. I want to see a greener screen to protect people from the pollution on the construction site, from the diesel engines. This does not come without a cost, it could be done beautifully and I want you to safe guard that it is done the right way.

When I worked at LL Bean they told us that it was the 2<sup>nd</sup> most visited place in the State. I look at LL Bean in Freeport and there is a lot of green space there and I want to see enough green space with this project. I want it to be special if it is going to go through. I want it to be done right. I ask that you take a very careful look at everything.

**Brendon Reilly** 10 Alberta Drive also the President of the City of Westbrook Council. I will be very brief, as I wanted to come down and listen mostly tonight. First I am very pleased and honored that Jason has brought this project to his hometown. I also know Chris and most of Jason's design team and they are very talented people. I have seen their work in a couple of other communities that I have had a chance to visit.

I am not here tonight to talk about for in favor of this project, I just wanted to come down and express a couple of concerns about the Contract Zone as it is written now. That I think can be fixed and addressed for everyone's benefit. When people talk about being in favor of this project, what they are talking about is looking at this picture to my left as well as the other designs that we have seen. Every comment that has been made from people that like this project like the picture and they want this project (picture) to happen for a variety of reasons. The chance to work on it and build on it for the services that it will bring to the community, for the high end retail that it will bring, that is what we want. There is no question that is what the developers want to bring to this community that is what they are putting their time and their effort into.

My concern is this when you read the Contract Zone language as it is written it permits this but it does not require this. It permits a variety of other things that could happen. God forbid the economic downturn continues the high end retailers that we like don't come and there is something else that is done in its place. It is not perhaps the project that everyone wanted to see, at that point there would be very little what the City of Westbrook could do to say that is not what we had in mind. This is the time to address those things. Just recently at the Council we had a change to the Hannaford Contract Zone, that was just adding a sign and the Planning Board dealt with that before sending it up to us and that was only adding a sign. I recognize there are differences between that Contract Zone and the more involved long term Zone that is being discussed here. A suggestion that I made to the planner is why not include in the Contract Zone perhaps a site plan, stronger language with more limits and make sure we are on the same page and the project that everyone wants to see is actually what is done. Just for example when I go to Portland Pie and order a pizza, I am entering into a contract with Portland Pie. When I order a pizza I do not say give me anything off the menu I will pay for it. I say I want a pepperoni pizza and at the same time they are telling me exactly what they want for money, not pay whatever you want. There is a price and I pay it and I get exactly what I want. It is a simple example obviously and this is a more complicated situation, but we are entering into a contract and whatever the language is in the Contract and I would recommend that we include some site plan designs in that Contract so we know what we are approving.

A final point made from the gentleman from Maine Builders, we do want to provide jobs. I would suggest that we include some language in the Contract Zone that requires a preference for Westbrook based workers. Let's put something in the language that states that companies that are based in Westbrook get first crack at the work.

**Ed Reidman** where is the Comprehensive Plan Change that we have sent to the Council?

**Brendon Reilly** I do not know, Molly do you know when it is scheduled?

**Molly Just** it was our thinking and we were going to take a little time and talk to the Council about it. We will include those together for consideration of them, they would need to act on the Comprehensive Plan before the Contract Zone, but considering them together at the same time is a more comprehensive way to handle it.

**Ed Reidman** thank you for the information

**Cory Fleming** I will read letter into the record from Anna Wrobel (Ward 4)

*“Dear Planning Board -*

*Re: August 19th Public Hearing for the Stroudwater Place Contract Zone Application - I respectfully request that one of you please read this input.*

*Maintain the integrity of the present comprehensive zone language in its demand for a 30% landscaping factor (rather than 20%) and regardless of which percentage is chosen, that "green space" should not include parking areas.*

*Include LEEDS certification as an integral element of development. Sustainability is the trend of the future and a necessity for the present and the future. All of Maine is watching the progress of this Stroudwater idea. If it is truly to be more than just another version of a sprawling shopping center, it needs to lead the way for innovation as has been promised by those envisioning and presenting this project. Why not include concrete evidence of that innovative difference beyond the now nationally oft-repeated village-like design? Sustainable economics needs to be represented in some real form here, as this retail-dominated development with overproduced goods made predominantly in foreign factories and sweatshops using long distance petroleum-dependent transportation and a huge carbon footprint, hardly represents a truly sustainable economic present or future. At the very least the buildings themselves should do so.*

*At the comprehensive plan public hearing, many citizens expressed their "faith" in the vision of this project as set forth by the land's owner, Jason Snyder. Jason's integrity and good intentions for his hometown are clear and unquestioned. Many spoke with an implicit assumption that Mr. Snyder would always be there for the full build-out of this project and that he would somehow personally guarantee the on-going quality of Stroudwater Place. I have no knowledge of Mr. Snyder's long-range plans, but I would like to remind the public that the contract zone is for the land in question and not for any particular owner. Jason Snyder has every right (the same right we all have) to sell his land at any time. He may not intend to do so, but life has many twists to it and circumstances may cause him to sell the development in the years after a contract zone has been established. It is important that Westbrook citizens be concerned and involved with the quality of this project regardless of who owns it.*

*Thank you,*

*Anna Wrobel”*

**Ed Reidman** I will read a letter from Mrs. O’Hara into record

*\*please see letter on next page\**

Planning Board members  
Attn: Chairman Ed Reidman

As a long term resident of the city of Westbrook I welcome the zone change for the Snyder property. Many years ago when exit 47 was first planned, many discussions were held as to where the land on Stroudwater Street would end up in the future economic development portfolio of our great city. Now that this exit does exist, it is my belief that this land is not being utilized to its highest and best economic use. The Middle School was awarded a contract zone as well as the proposed Sandy River Development and this land should be awarded the same. This development will provide many jobs within all socioeconomic classes which are certainly needed to provide economic stimulus to the City of Westbrook as well as our local region. And let's remember what one of our former presidents once stated, "Its all about the economy..." and without jobs people will not be able to reside in this community. This will definitely be a destination location and the residents of Westbrook will reap the benefits. As much as I, too, have enjoyed the open space over the years I do believe now is the time to allow Mr. Snyder the same opportunity that has been granted to others (i.e. the City of Westbrook for the new Middle School project, and Sandy River for a housing development). Thus Mr. Chairman, and fellow planning board members, I certainly hope that you will vote affirmatively for a contract zone for the Snyder proposal to be brought before the full City Council for debate.

Thank you,  
Judy O'Hara 80 Cottage Place Westbrook, ME

**Crystal Sands** I reside on Lugin Street I do support the Contract Zone as presented. I am in support of the 80-20. I have heard that discussed numerous times. I do believe that 20% of 12 acres for this development is adequate for what we want to happen here.

I have some fears that some people like the amenities and the ice rink is one of mine and I am afraid that we may lose this if we go up to the 30% open space. I do support the definitions as presented, I have listened you discuss them for many weeks. I am in the minority I do not have an opposition to Class a Lounge. I was a restaurant owner and would like to see an upscale "wine bar" or "martini bar" or something like it that I am not opposed to.

I do want to follow up on the comments about LEED. I saw that as an unresolved issue. LEED is very favorable, one of the ways to the future. There are a lot of good reasons to follow the six grading criteria of LEED development, but to date Maine has not insisted on any building standards under the LEED certifications and I would be hesitant to say that Westbrook should require LEED. There are favorable things as well as drawbacks to LEED certification. I will not discuss all the six criteria, but it is all the things we want to happen in development like this. We want energy efficiency, water efficiency, waste minimization and stormwater management, all the things that you have to do under Maine State Law. I hope that the developer will take beyond what the code requires in this development. But some of the draw backs are the cost to build. I happened to tour a gold LEED building a couple of weeks ago and it costs twice as much per square foot to build, just under \$400.00 dollars per square foot. There may be some real financial draw backs to building a 1.6 million square foot development with 100% of LEED. I think there are other ways in the State of Maine that we can meet those criteria. I have heard Mr. Snyder say that he has an environmental team involved in this, so it will be interesting to see what they come up with.

There are other voluntary programs in the State of Maine under the D. E. P., which are called environmental leader programs. These are voluntary and businesses enroll in these programs. The State of Maine has an incredible nationally recognized leader program. It is all about sustainability and developing your business to the sustainability for energy efficiency etc.

I think it is odd when you are disregarding stabilized grass surfaces with there technological advanced filtration systems are in fact something LEED would support. They are becoming more popular I respectfully oppose the position of the City of Westbrook in saying that you should add to the parking structure. A parking structure is one of the least energy efficient and most costly things that you could do. Another item that LEED would support is atmosphere and air quality. I have not heard any discussion on the indoor or roof gardens; they are both very sound environmental principles.

As it has been said before this is private land, private development no TIF's actually an increase to the tax base. I think the applicant and the investors have every right to maximize profits within the bounds of corporate citizenship.

There is a lot at stake here and everyone who has spoken wants to see a high quality successful project. I certainly recognize that not all the issues have been resolved. The foundation has been laid out with all your ongoing discussions.

I do urge the Planning Board to move this forward to the City Council so this can start again for more discussion, more opportunities to speak. Not only will delays be costly too the developer, but it will be costly to Westbrook, it is a tapped financial revenue that we are not taking advantage of and the longer this gets pushed out the longer it will take to recoup some lost real estate taxes. I do see that money coming in could be used in a variety of ways to help our community.

**Ed Reidman** read a letter from the State of Maine Department of Economic Community Development. \*See letter on next page\*

Westbrook Planning Board Minutes  
August 19, 2008



JOHN ELIAS BALDACCI  
GOVERNOR

STATE OF MAINE  
DEPARTMENT OF  
ECONOMIC AND COMMUNITY DEVELOPMENT  
59 STATE HOUSE STATION  
AUGUSTA, MAINE  
04333-0059



JOHN RICHARDSON  
COMMISSIONER

August 12, 2008

Mr. Ed Reidman, Chair  
Planning Board  
City of Westbrook  
2 York Street  
Westbrook, ME 04092

Mr. Reidman and members of the board:

The Maine Department of Economic and Community Development has recently met with Jason Snyder and his partners in Stroudwater Place, and we are excited about the economic opportunities that this project can bring to Westbrook and Southern Maine. The creation of mixed use development with office, retail, hospitality, and recreation could be a tremendous benefit to the residents and visitors of the region, and more importantly the taxpayers of Westbrook.

The Department looks forward to working with the City of Westbrook and the developer as this project moves forward. As with any project of this magnitude, there are several important steps yet to come in terms of site planning and permitting. We appreciate the importance of a full public process to make this plan a reality.

Again, the Department looks forward to being of service to the people of Westbrook if this project is approved. This \$300,000,000 private investment supporting 5,000 to 6,000 jobs and requiring 1,200-1,400 construction jobs will have a major economic impact on the state.

Sincerely,

John Richardson  
Commissioner



PRINTED ON RECYCLED PAPER

PHONE: (207) 624-9800 (VOICE)

FAX: (207) 287-2861

**Mark Crandall** 540 Stroudwater Street I am concerned about our quality of life if this project goes through living right next door to this project. Maybe an option would be to do a project half this

size with the other half allowing some housing (if allowed in this Contract Zone), maybe a 55 plus community. You will still get taxes from the residents as well as taxes from the businesses.

I am concerned about the quality of our life as we have only been living here for three years and was hoping not to move again because this project will disrupt our lives tremendously.

**Jim Fahey** Cumberland Street I am wholehearted in favor of this project. My taxes in the nine years since I have built my house have doubled. We can not continue to put it on the back of the residential home owner any more.

The idea of splitting the project 50-50 with housing, even though I respect his position unfortunately the residential tax payer, every time you build a house it takes more from me to subsidize them and vice versa, business taxes bring in more money.

It is Mr. Snyder's land, it is his dream and his investment let him do the project. I strongly encourage letting him do it. We can not keep asking for more givebacks because he is going to pick it up and walk away. We have already told Wal-Mart no thank you and the Racino no thank you.

If we keep up with this not in my back yard mentality, none of us are going to be able to afford our back yards. I encourage you to build the first step and let this project move forward to let the Council have a shot at it. Please support this contract zone.

**Patrick Poulin** 7 Mayflower Road many positive things have been said this evening. I have heard the proposal more than once and am very impressed with it. I support the project and I will not take your time to repeat the many good things that will happen to Westbrook if this project was built. I do not see anything negative about this project.

Why should we deny Mr. Snyder the ability to develop his own land with his own money? I am hearing to ask the Planning Board as well as other people involved in the process to facilitate to move this program to a favorable conclusion.

#### **Public hearing Closed**

**Ed Reidman** Councilor Reilly asked to include in the Contract Zone to ensure that Westbrook based workers would work on the Contract build. Is that in anyway feasibly legal to do?

**Natalie Burns** I do not believe that would be part of the Contract Zone. I suppose it is possible that there could be some side agreement between the developer and the City, but as you have discussed in the past statute does place some limitations on the conditions that you place in a Contract Zone, they're supposed to relate to the operation of the property certainly the uses that are put into place. I have not seen in a Contract Zone any kind of provision that gives a preference to certain workers or imposes a requirement that certain workers be used. I would say on balance that I do not think the statute supports that being in the Contract Zone as it is not really a land use issue.

**Ed Reidman** Mr. Snyder at some point in our discussions that if complete build occurred, how much tax revenue would be derived for the City of Westbrook. Do you have a ballpark number for that?

**Jason Snyder** all that I can guarantee is that we will become the largest tax payer in the City of Westbrook. I can not put a specific number on it. We will pay more taxes than Calpine, Idexx and Sappi.

**Ed Reidman** Mr. Gouzie while the contract zone does not relate to noise and odor some of those other items in the general ordinance, would they apply in the Contract Zone?

**Rick Gouzie** as you know in our Ordinance we do not have any provisions for a noise or smell ordinance. So your answer would be no.

**Ed Reidman** Molly , as I recall we have a letter previously submitted from the Maine Department of transportation indicating to the developer that access to the intersection of the Westbrook arterial and Larrabee Road would be permitted.

**Molly Just** it is the administrations position at this point access to the site will not be handled at the Contract Zone level. They would not be able to get the first site plan or building permit without that issue being resolved so we are not requiring that issue be addressed at this point.

**Ed Reidman** asked the developer that he thought he had read a letter stating the access point from the Maine Department of transportation.

**Chris Vaniotis** yes we have several letters form MDOT; I believe one of them was submitted to the City of Westbrook. I think I have a copy of the letter from DOT if you would like to have it. In the interest of full disclosure from what MDOT has told us as your City Planner indicated is that when we submit an application to MDOT for the traffic movement permit, that is required under State law, typically that is done around the same time we submit to the MDEP for review and at that point they will confirm exactly how we get access to the arterial.

**Ed Reidman** you have done a preliminary traffic study?

**Chris Vaniotis** yes as the Board has seen the preliminary study from Gorrill Palmer discussing the access.

**Paul Emery** Mr. Gouzie, I understand that there is no odor ordinance. What about lighting pollution ordinance?

**Rick Gouzie** not as an Ordinance, we state in each Zone. Each zone has lighting restrictions in them.

**Ed Reidman** please read page five of our memo for the public.

**Paul Emery** under Section 318.4 letter 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.”*

What exactly is accent lighting?

**Pratap Talwar** an example of accent lighting, on the day of the event on the cornice line of ice skating arena may be lit up to announce the event for people on the Westbrook Arterial who will understand that there is something special happening here. This is customary in other areas when an event is happening located in Civic places. Another example may be a light to accent a feature or a landscape.

**Paul Emery** the only concern I would have personally is that one time I lived in back of the Big Apple in Westbrook and saved money as I could read a news paper by the lights coming from that store.

**Pratap Talwar** you are correct and we would take some of those nuisances into account when we present the concrete proposal.

**Greg Blake** there was one question about the economic analysis feasibility study in the July meeting, was that presented?

**Molly Just** a letter was sent to the Planning Board addressing the question.

**Jason Snyder** we have an economic feasibility study that is underway and will be to the Planning Board by September so the Council can review it.

**Rick Gouzie** the noise and odor will be addressed under the site plan review.

**Molly Just** as long as we are clarifying State and local requirements when we talk about a state feasibility study is only required for individual retailers over 75,000 square feet.

**Cory Fleming** in our staff memo there are two unresolved issues. I would like to speak to both of these. The first one is in regard to the LEED certification and I want to voice my support. One of our speakers mentioned the economic feasibility on LEED Certification and in some cases it is double the cost; however when it is planned in advance building to that standard building costs can be contained. In our country we have a history for paying for something after the fact. Paying for this project of this nature will pay itself back, for that reason I am in support of the LEED certification.

The other item is the parking issue and it bothers me considerably that parking would be considered as landscaping. When we first heard about this project back in February one of the things we were assured by the applicant that this is going to be a project that is reflective of Westbrook and respects the heritage of this community. One of the key things is that this is currently open space which we are now transitioning this to a very dense use. If we are in fact respecting the heritage for this particular site does it not make sense than to maximize the landscaping and have it be reflective of open space and the wonderful outdoor resources this wonderful State has? From that standpoint I support the staff in there recommendation that we not count parking as landscaping for this project.

**Ed Reidman** I would like to entertain a motion to recommend to the City Council the Contract Zone, at that point once we put the motion on the table if there is to be an amendment we put it in with the amendment when we find out how the amendment would go. I will use the example from Mr. Emery, if we feel that the lighting in that last section after the comma "*except for special accent / event lighting*", then the motion would be to remove that as we send it forward. I also want to suggest that since the Council has decided not to act independently and has not done anything in regard to our recommendation in regard to the Comprehensive Plan as you remember when we sent the Comprehensive Plan up to them we did not define the preservation of open space, we gave them the choice to define between 20% or 30% which relates to C and D on the same page with regard to maximum gross density factors and minimum landscaping. It seems to me that if they have not decided on that option we should give the same choice in this recommendation as done for the Comprehensive Plan. That is only a suggestion on my part.

We have previously discussed the Class a Lounge and the Class 4 Restaurant if we wished to have them removed that would be done at this time also. When we get through all of the amendments then we can move forward with the final vote. Is there any objection to doing it that way?



1. Call to Order

Continuing Business

2. Contract Zone – 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.

**Rene Daniel** moved to recommend the Contract Zone for 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 to the City of Westbrook Council for their further addressing of the Contract Zone.

2<sup>nd</sup> by **Greg Blake**

**Ed Reidman** now we have the motion on the table. Mr. Emery I am putting the burden on you for 318.4 Section E, since you had the question relative to it and there was concern expressed by one of the people that testified.

**Paul Emery** I would amend the motion in the following manner under section 318.4 subsection E lighting that the phrase: “except for special accent / event lighting” be struck.

2<sup>nd</sup> by **Scott Herrick**

**Ed Reidman** any debate on the motion?

**Paul Emery** what concerns me as what we just went through for signage and other issues and the intent of the City has been to classify and clarify these different points so to clear the path for development and working with business men and projects as we would not serve that goal by leaving loose or not properly defined area.

If they are going to have special lighting and so forth, do we want something which extends beyond the project? If for example a flashing light or sky beam is used do we want that added to the landscape of Westbrook? Do we want lights visible from the highway? At this point I would say remove them then send it to the Council and if they want them they can put it back in.

**Rene Daniel** I will not be supporting this motion. As I have said that we need to allow the City Council to react as a group as they are the legislative body let them determine, if you leave it out it is only going to go back to the City Council to discuss.

I believe it is a much better strategy to leave it in now, have it brought forth to the City Council have them have a dialog, have a public hearing, bring it forward then vote in favor or to remove it, rather than wasting City Staff, time, energy and dollars to only have them jump through one more hoop to have the Council address. I do not want to micro

manage the City Council. I want to make sure that everyone is heard and everything is moved forward and it is discussed thoroughly, so therefore I will not be voting in favor of this.

**Greg Blake** I concur with Rene. If the lighting is not directed out into the neighborhood, but it is just accenting a cornice piece it may be essential and a nice part of this development. We need to be looking forward and not back on this. The efficiency so let us send it forward let the council hear more input and then decide and not bring it back to us to add something back in.

**Ed Reidman** I disagree with that. I do not disagree with special use or event lighting that is not my problem. I believe that they should have that opportunity. My problem is that you have to read that paragraph in its entirety. It talks about: *“All outdoor lighting must be of the cutoff luminare variety and must be installed so that no permanent direct lighting is emitted beyond the lot lines, except for special accent / event lighting.”*

I believe Pratap when he states that he would never violate putting that portion of the light in a neighboring yard. But as said before Mr. Snyder could sell the property and the next person down the road could say that is not what the item says. It says **except** and we have the right to put the lighting on for this special event. That is my position.

Anyone else care to speak?

**Scott Herrick** I have a procedural question for Natalie. If this language is excluded and the City Council wants it back in, does it have to come back to us to make the change or can the Council make the change?

**Natalie Burns** if the Planning Board takes it out and the City Council wants it back in is that what you are asking?

I think if you put it in and they take it out it is ok because it is more restrictive at that point. I think if you take it out and they put it back in, then it becomes less restrictive and so if members of the public were here, I am not sure about the Contract Zone but as long as there is no lighting spill over I am ok with it. Then the advice to the Council going to allow lighting spill over that is a substantive change and that would need to go back to the Planning Board.

**Ed Reidman** is everyone all set?

The motion is to amend Section E of 318.4 the lighting to eliminate the last seven words. All those in favor of the motion:

**3-4 the motion loses with (Greg Blake, Scott Herrick, Dennis Isherwood and Rene Daniel opposed).**

**Ed Reidman** the prior vote means the item is still in. Would someone care to take Class a Lounge or Class 4 Restaurant? We have had the same debate as to leaving them in for the Council's decision. I assume that the maximum gross density and the minimum landscaping are going to stay the way they are so the Council can decide?

**Cory Fleming** I understand the premise of leaving them both in, can we as an advisory body can we make a recommendation of our preference?

**Ed Reidman** yes / when we sent the changes to the Council for the Comprehensive Plan, there were a couple of issues that were given to allow the Council to pick and choose. There was a definite conflict between the Staff and the developer and there was no clear track for the Board. We are in that same thing with regard to items C and item D on section 318.4 and they relate to each other. It was either 80 – 20 or 70 -30.

After we complete this motion say an additional motion would be added to recommend one of the two?

**Natalie Burns** yes you can certainly do that, or you can add an additional motion similar to the last time which is to say that this Board believes that the Council has the final determination, which ever way you want. Either would be fine and would be included in your motion.

**Ed Reidman** as part of the original motion that is on the floor or an additional motion?

**Natalie Burns** I think it is preferable ad a separate motion.

**Cory Fleming** moved that the stabilized grass surface not be considered part of the pervious landscaping and we strike that sentence from Section 318.4 item D.

**2<sup>nd</sup> by Dennis Isherwood**

**Paul Emery** we came to choice here impervious parking, pervious grass surfaces stabilized in true environment LEEDS or what ever you want to call it – stabilized grass is preferable.

**Scott Herrick** I do not dispute that stabilized grass surfaces is much preferable to tarred, however I think there is a significant difference between impervious surface and what is considered landscaping.

I would support a separate motion (not this motion) recommending that the Council strongly consider as recommended not to include that, however leave the choice up to them.

**Paul Emery** I am looking at percentage of landscaping. When inspecting the landscaping it is an island surrounded by a bituminous curb. Shrubs are surrounded by a four mill plastic underlayment and then mulch is placed on top of the underlayment. The rainwater never gets through the four mil plastic. The weeds never grow up through it that is the purpose of placing it there. It is considered landscaping and water does not penetrate it.

**Rene Daniel** I will not be supportive of this motion because as part of landscaping is open space and part of landscaping is grass. In the whole package, weeds, grass, trees and plants it is the whole global approach making a parcel of property more attractive and healthier for the community and those ho live near by it.

I will be in favor of having as much green open space as possible to follow what the participants in our Public Hearing kept saying. It is meeting some of the concerns to this scale. I would not be in favor of it. I want as much green space and grass and plants as possible.

**Cory Fleming** I want to remind the Board that under the original zone for this land that we are now considering a Contract Zone for, but underneath the original zone the landscaping factor was 40%. We are now sending to the Council recommendation they consider an 80-20 split or a 70-30 split, assuming that we go with the 80-20 we are reducing the original amount by half and then if we include the stabilized grass surfaces as part of the landscaping requirement we are cutting it to 10%. Especially given the intensity of this development I do not think asking that parking spaces not be considered part of the landscaping is unreasonable.

**Paul Emery** I have no problem with that statement at all, if we ban the use of the 4 mill weed barrier.

**Greg Blake** concur with Mr. Daniel – flexibility of Council to make decision – developer more flexibility to build something

**Ed Reidman** any other questions or comments in regard to this?

**Greg Blake** I concur with Mr. Daniels comments and would like to see it left in as it is now. It allows the flexibility of going forward and allows the Council to hear more public input to track it or to change it to make it more restrictive proving the efficiency of our governmental system here. It allows more flexibility for the designers and the developer to do what they need to do with this 60 acre campus; it just needs to stay in.

**Ed Reidman** the motion on the floor is to amend Section 318.4, Sub-Section D by eliminating the last sentence in the definition of minimum landscaping that being stabilized grass surfaces shall be considered pervious landscaping.

It is to eliminate that phrase. Does everyone understand? All those in favor of the motion?

**The vote was 2-5 (Greg Blake, Ed Reidman, Rene Daniel, Paul Emery, Scott Herrick opposed)**

**Ed Reidman** the motion looses.

**Cory Fleming** given the results of the prior motion I would like to recommend stabilized grass surfaces as being counted as part of the landscaping I would like the Board to at least recommend to the City Council that we go with the 70 -30 percent spilt.

**Ed Reidman** I will entertain that as a motion when we complete the motion on the table. I think the next item on your agenda is the LEEDS.

Molly, where did you plan to insert the LEEDS language?

**Molly Just** I would put it under conditions.

**Ed Reidman** the language would be placed in Section 318.5, new number 3 on page eight.

**Cory Fleming** moved that the buildings be LEED certified.

**Ed Reidman** you are talking about every building in the project.

**Molly Just** that is correct.

**Ed Reidman** the amendment proposed is that all building with in the project shall be LEED certified.

Do I have a second to that motion?

**Motion loses due to the lack of a second**

**Ed Reidman** we had talked earlier about leaving the Class a Lounge and the Class 4 Restaurant in the language in order to have the Council to have a choice on that. I propose a series of motions after we complete the motion that is on the table as yet to be amended. The series of motions would be separate motion, one on the 80-20, the 70-30 question and one on the stabilized grass item and another one for permitted uses if we have a recommendation on Class a Lounge, or Class 4 Restaurant, or as separate motions.

Does everyone understand a series of separate motions after we complete that main motion? Are there any other changes to the document that anyone would care to make at this point?

The motion that is on the floor is to recommend to the Council that the Contract Zone go to them for their consideration.

**The Vote was unanimous in favor 7-0**

**Ed Reidman** would someone care to make a motion with a recommendation with regard to the Boards preference with regard to Section C and D of 318.4 which is the 80- 20 issue.

That is minimum landscaping and gross density.

**Cory Fleming** I will restate the previous motion stated if stabilized grasses are considered part of the landscaping that in fact go with a 70-30 percent split as a recommendation from the Planning Board and ask the Planning board remember that we are an advisory Board to the City Council. It is inherent in our responsibility we tell them what we feel best practice.

**2<sup>nd</sup> Dennis Isherwood**

**Ed Reidman** any comments from the Board

**Dennis Isherwood** I have seen stabilized grass parking for as long as it is not parked on and when it is parked on continuously the grass is gone and ceases to exist. There is no grass there is no landscaping, it is a parking spot.

That is why I support this motion.

**Ed Reidman** any other comments, seeing none: the motion is to recommend to the Council that it is the preference of the Council that stabilized grass surfaces shall be considered pervious landscaping that the maximum density be 70% and the landscaping be 30%.

**The vote was 3-4 (Greg Blake, Ed Reidman, Rene Daniel, Paul Emery opposed)**

**Ed Reidman** the motion loses. The last item I have here is does anyone care to make a recommendation to the Council as to our preference to our regard to a Class a Lounge or a Class 4 Restaurant?

Seeing none, I thank everyone for coming.

3. **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*