



# City of Westbrook

## DEPARTMENT OF PLANNING

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**WESTBROOK PLANNING BOARD  
TUESDAY, JUNE 24, 2008, 7:00 P.M.  
WESTBROOK HIGH SCHOOL, ROOM 114  
MINUTES**

Present: Ed Reidman, (Chair) (Ward 5), Rene Daniel (Vice-Chair) (Ward 1), Dennis Isherwood (Ward 2), Paul Emery (Ward 3), Anna Wrobel (Ward 4), Greg Blake (At Large), Cory Fleming (At Large)

Absent: Scott Herrick (Alternate), Michael Taylor (Alternate)

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 for April 1, 2008 and April 15, 2008 as presented**

**2<sup>nd</sup> by Cory Fleming**

**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.**

Staff Memo reads as follows:

**1. *Contract Zone and Comprehensive Plan Amendment – Stroudwater Place***

Overview: *This is a request for a Contract Zone and Comprehensive Plan Amendment for a 1.6 million square foot mixed-use development generally located at 500 Stroudwater Street. The Contract Zone would rezone the site from Business Professional Office District to the project as approved by the City Council. The Contract Zone would establish a development plan for the site which would be implemented at the Site Plan Level.*

*The Business Professional Office District allows the master-planned development of a campus style atmosphere including business/professional office and light manufacturing uses with limited support retail. The property is in the Industrial District II zone in the Comprehensive Plan. This district recommends industrial or business uses in a park-like setting with preservation of working farmland and with retail as a support use to the industrial and/or business uses.*

Provisions of the Contract Zone Ordinance (Sec. 107). *Contract zoning is authorized where, for such reasons as the unusual nature or unique location of the development proposed, the City Council finds it necessary or appropriate to impose, by agreement with the property owner or otherwise, certain conditions or restrictions relating to the physical development or operation of the property, which are not generally applicable to other properties similarly zoned. All rezoning under this section shall establish rezoned areas, which are consistent with the existing and permitted uses within the original zones. All such rezoning shall be consistent with the City's Comprehensive Plan.*

*Conditions and restrictions imposed under the authority of this section may include, by way of example:*

- (1) Limitations on the types and number of uses permitted.*
- (2) Restrictions on the scale and density of development.*
- (3) Specifications for the design and layout of building and other improvements.*
- (4) Schedules for the commencement and completion of construction.*
- (5) Preservation and creation of open space and buffers, and protection of natural areas and historic sites.*
- (6) Contributions toward the provision of municipal services generated by the development.*
- (7) Performance guarantees adequate to secure completion and maintenance of improvements, and guarantees against defects.*
- (8) Provisions for enforcement and remedies for breach of any condition or restriction.*

Issues for Discussion.

- 1. Proposed Uses: At its May 20 2008 meeting, the Planning Board discussed the proposed permitted uses, refined the list, and directed staff and the applicant to provide definitions for new uses for the Planning Board to consider. What follows is a refined list and proposed definitions.*

**Permitted Uses:** *The following uses are permitted in the 500 Westbrook LLC Contract Zone as a matter of right:*

<i>Accessory Use</i>	<i>Light Manufacturing</i>
<i>Adult Daycare</i>	<i>Media Studio Class 1</i>
<i>Bank Class 2</i>	<i>Media Studio Class 2</i>
<i>Business Office</i>	<i>Medical Office</i>
<i>Class A Lounge</i>	<i>Municipal Facility</i>
<i>Club or Lodges</i>	<i>Museum</i>
<i>Community Center</i>	<i>Neighborhood Grocery</i>
<i>Conference/Exhibition Facility</i>	<i>Outdoor Farmers Market</i>
<i>Daycare Center</i>	<i>Outdoor Gathering Spaces, including, but not limited to picnic areas, parade/ fairgrounds, etc.</i>
<i>Dwelling, Multiple Family</i>	<i>Outdoor Performing Arts Venue</i>
<i>Education Facility</i>	<i>Parking Facility</i>
<i>Extended Stay Hotel</i>	<i>Public or Private Indoor or Outdoor Recreation or Sports Facility</i>
	<i>Pushcart Vendor</i>
<i>Greenhouse or Florist</i>	<i>Research and Development</i>
<i>Grocery Store</i>	<i>Restaurant Class 2</i>
<i>Health Club</i>	<i>Retail Class 1</i>
<i>Home Occupation</i>	<i>Service Business</i>
<i>Hotel/Motel</i>	<i>Theater</i>
	<i>Veterinary Office</i>
<i>Intermodal Passenger Transportation Facility</i>	
<i>Library</i>	
<i>Club or Lodges</i>	

**Special Exception Uses:** *The following uses would be allowed by Special Exception in the 500 Westbrook LLC Contract Zone*

*Child Care Center*

**Prohibited Uses** *The following would be prohibited in the 500 Westbrook LLC Contract Zone:*

*Automobile Repair  
Drive-thru bank*

**Definitions:** *The following definitions would be added to Section 201 Definitions of the Zoning Ordinance.*

- 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 includes, but is not*

*limited, establishments commonly known as pubs, brewpubs, wine bars and cocktail lounges.*

- ii. 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.*
- iii. Extended stay hotel: *A hotel or motel in which the rooms contain kitchen facilities provided with cookware and utensils, which includes washers and dryers or laundry facilities on the premises and which is designed and intended to provide temporary lodging for transients who may occupy a room for up to 180 days in any 365-day period.*
- 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. 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.*
- vii. 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.*
- viii. 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.*
- ix. Outdoor performing arts venue: *An area designed and arranged so that it may be used for outdoor concerts or performances. 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.*
- x. 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 included spectator sporting events.*

- xi. Pushcart vendor: An outdoor vendor selling general merchandise from a portable facility in the nature of a pushcart located on a given site within the 500 Westbrook LLC Contract Zone.*
  - 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. Theater: A building or part of a building used to show motion pictures, or for drama, dance, musical or other live performances. These terms includes multi-screen cinemas, but excludes drive-in theaters.*
- 2. Conformance with Comprehensive Plan: The applicant has submitted a request to amend the Comprehensive Plan recommendation for this property. The proposed project is not in conformance with the recommended use mix, amount of development, or open space requirement. What follows is draft language for the Comprehensive Plan Amendment.*

### ***Industrial District II***

*The Industrial District II is proposed for the Stroudwater Character Area between the Portland border and the High School and Cemetery lands, and is intended to serve as a reserve area for future industrial or mixed-use development, contingent upon the availability of one or more of the following conditions:*

- 1. Development of a direct exit from the Westbrook Arterial, or from a new extended street which connects to the Arterial, or from the proposed Turnpike Exit 47 to Stroudwater Street.*
- 2. Proposal of a coordinated and phased planned unit industrial or business expansion over multiple parcels or a Planned Mixed Commercial Development. A Planned Mixed Commercial Development (“PMCD”) means an area of at least 50 contiguous acres to be planned, developed, operated and maintained as a unitary development and containing one or more structures to accommodate retail, service, commercial or office uses, or a combination of such uses and those allowed, and pertinent common areas and accessory uses.*
  - 1. Preservation of working farmland within the planned unit development schemes, including conservation easements, or creation of outdoor public spaces within a PMCD.*

*The Stroudwater Character Area is a unique landscape unit and agricultural resource that lies in the logical path of industrial and mixed-use expansion so necessary for the City and the region’s fiscal stability. A mix of uses can coexist if properly designed through*

*Planned Unit Development, Planned Mixed-Use Development and/or Contract Zoning provisions.*

***Permitted Uses:***

- *Agricultural uses*
- *Campus-style Commercial, Office & Industrial*
- ~~Support~~ *Restaurant, retail, and business uses*
- *Planned Mixed Commercial Developments*

***Prohibited Uses:***

*Strip residential uses along Stroudwater Street*

***Space & Bulk Standards***

<i>PUD or PMCD Development:</i>	<i>50 acres</i>
<i>Minimum Parcel Size:</i>	
<i>Preservation of Open Space</i>	<i>30%</i> <i>PMCD: 20%</i>
<i>Density</i>	<i>1 sf building per 3 sf land area</i> <i>PMCD: 1sf building per 1.5 sf land area</i>

***Performance Standards:***

- *Negotiated Contract Zone where the emphasis is on quality development, and incorporation and preservation of existing agricultural lands or creation of quality outdoor public spaces within a Planned Mixed Commercial Development.*
- *Shipping traffic shall be prohibited access to the Turnpike via the eastbound lane of Stroudwater Street.*

3. *Open Space:* *The applicant proposes to count the overflow parking area as open space. Staff does not support this since the project does not meet the minimum landscape requirement of the existing Zoning District (40%) or of the Comprehensive Plan (30%) even with including the overflow parking area. Every opportunity to increase the amount of open space, above 20%, should be explored. Landscaping should incorporate a low-impact design using native species and natural components*

*Buffering:* *Staff recommends a deeper buffer along Stroudwater Street. A 100' buffer along Stroudwater Street and a 50' buffer along the side lot lines may be more appropriate between a large commercial project and a low-density residential neighborhood. This would also be included in the open space ratio.*

4. *Use Mix:* *Staff recommends a more balanced use mix.*
  - *A more balanced use mix would more closely achieve consistency with the original Zone and Comprehensive Plan, which is a requirement of Contract Zoning in Westbrook;*

- *A more balanced use mix would help ensure a project that could thrive in a variety of market conditions;*
- *A more balanced use mix would have activity during more hours of the day, which would help support the community amenities on the site; and*
- *A development project of regional, if not statewide significance, consisting largely of retail and restaurants would provide primarily low-paying under skilled employment opportunities at a time when Westbrook is trying to grow its skilled labor force and bring in additional higher paying employment opportunities.*

*The current mix is 60% retail, less than 10% office and the balance as restaurant and hospitality, sports and entertainment. A more balanced use mix should not necessarily be achieved by increasing the total amount of development. A ratio or percentage of several larger use categories (e.g. retail and restaurant; sports; entertainment and hotel; office; and residential) should be required for each phase to ensure that each phase would have an appropriate mix of uses and community amenities in the event that that were the last phase.*

5. *Environmental Impact: This project should seek LEED (Leadership in Energy and Environmental Design) certification. LEED certification would be a marketing tool for the developer, would reduce the overall environmental impact of the project on the City and the region and would set a standard for environmental achievement throughout Maine.*

*LEED certification provides independent, third-party verification that a project meets the highest green building and performance measures. All certified projects receive a LEED plaque, which is the nationally recognized symbol demonstrating that a building is environmentally responsible, profitable and a healthy place to live and work.*

*There are both environmental and financial benefits to earning LEED certification. LEED-certified buildings:*

- *Lower operating costs and increased asset value.*
- *Reduce waste sent to landfills.*
- *Conserve energy and water.*
- *Healthier and safer for occupants.*
- *Reduce harmful greenhouse gas emissions.*
- *Qualify for tax rebates, zoning allowances and other incentives in hundreds of cities.*
- *Demonstrate an owner's commitment to environmental stewardship and social responsibility.*

6. Phasing: Phasing could be based on provision of the use mix ratio and provision of a certain amount of community amenities. The applicant has submitted an updated phasing scheme as follows:
  - A. 2 years after the first 100,000 feet of commercial space is occupied an outdoor farmers market would be constructed.
  - B. No more than 800,000 square feet of commercial space would be issued a certificate of occupancy before a central common/outdoor gathering space has been constructed.
  - C. No more than 1.2 million square feet of commercial space would be issued a certificate of occupancy until an indoor ice skating facility, arena or similar civic facility has been constructed.
  
7. Parking: A thorough analysis of the appropriate amount of parking based on the use mix must be conducted to ensure that the project is not over parked. Parking is one of the highest expenses of a large project. Parking costs most often take away from funds that would have been targeted toward the public realm (open space treatment, the quality of the farmers market space, streetscape treatment, and architectural and façade details). This should be explored further at the Site Plan level. Staff does not support “overflow” parking on the fair ground (southern end of the property).
  
8. Performance Standards/Urban Design Standards:
  - Minimum Lot Size. Minimum lot size is not necessarily relevant to this project. However, there should be minimum site plan size to ensure that project impacts on the transportation system, the community and the environment are considered in a holistic manner and in large enough pieces to ensure a viable mixed-use project.
  - Lot Width. Minimum lot width is not necessarily relevant to this project.
  - Setbacks. Staff recommends no front setback requirement but recommends not allowing parking (structured or surface) on the Arterial frontage. Staff recommends a 100’ rear setback in addition to the buffering called for in the proposed project. Staff recommends a 50’ side setback.
  - Maximum Height. Staff recommends a maximum height that would include architectural features and penthouse mechanical equipment. A 75’ maximum height may or may not be appropriate and should be further discussed.
  - Pad Sites. Pad sites for individual users and formula stores should be prohibited.

Process (there is no set number of meetings for each step of the process).

1. Planning Board review.
2. Recreation and Conservation Commission review and recommendation.
3. Planning Board public hearing.
4. Planning Board recommendation to the City Council
5. City Council review.
6. City Council public hearing.
7. City Council decision.

**Anna Wrobel** I sent this to the Planning Board believing that we were have a May 27<sup>th</sup> meeting as I knew I was going to be absent from, so I will read it tonight.

In the preamble to the Contract Zone key terms appear as statements of purpose or mission. The terms regional economic hub and destination in particular stand out. The regional hub of the area is Portland and being an urban center that is as it should be.

Stroudwater Place may be an elegant representation of sprawl eating up yet more precious farm land but this is not a regional economic hub make. As to the notion of destination while having serious criticism of the retail service credit in the economy this nation has opted for over the past twenty-five to thirty years I can recognize the constructive role such destination development has played and the revitalization of decaying portions of urban areas such as Baltimore, Boston and Washington, cities which are themselves destinations.

Stroudwater Place is not such a destination. It would be an alien hardscaped dropped down on the side of the road off a random exit of a highway where there happens to be a large plot of open land. This does not constitute an authentic destination. Westbrook's revitalizing down town is however an authentic destination and one that we need to cherish and nurture very carefully. It is still in a fragile young stage and special care should be taken not to siphon off the commercial manufacturing, culinary and artistic energies presently taking root in our down town. As to theatrical space let's get to our new Middle School a chance to establish itself as serious revenue producing performance venue. A concentrated history laden walker friendly city is what we have and what we need to cultivate. Push Carts of quality crafts, foods etcetera are a great idea so why not permit there use on the river walk or in Saccarrapa Park? A farmers market is a lovely and necessary asset, so why not blast that concrete urban renewal sitting area eye sore, reclaim the land as a small commons and have a farmers market there and in areas of the park? These charming commercial and community gathering sources should be contained and around down town Westbrook.

As the mandated deliberation of the contract zone goes forward I advocate the most restrictive use of the land, echoing present zoning, maintaining 40% green space, half the proposed building density, more stringent height limits, increased buffers and set backs and any of the other considerations set forth by our urban planner such LEED Certification. Again echoing the present zone in its words and the intent consider a standard for wages and health benefits for all contract zone employees. This would minimize the impacts on general assistance tax base of Westbrook and the State of Maine. Design standards will be of the utmost importance, unlike Baltimore or Boston a non descript side of the road does not inherently speak to the design, but this contract zone must speak of Westbrook and Maine, not nearly some generic sprawling geography of nowhere. It is my profound wish that after we have done our best work on this contract zone that the people of Westbrook in public hearing and the City Council will reject this use of the land in question.

A natural resource far better suited to a future of commercial farming, light manufacturing, affordable residences, and small neighborhood support retail. The zones proximity to the Greater Portland area as a first point of distribution for its products would be a tremendous energy wise asset. This is an optimistic vision of future economic development which recognizes the hard economic environmental and energy reality of the present without running head long into denial and panic by repeating the same economic environmental and social mistakes of our recent past. In this case the visionary is pragmatic and we owe such visionary thinking and acting to our children or grandchildren

and to ourselves. Bring back the vital thriving town center. Just ask your grandparents if that wasn't a better place.

**Ed Reidman** explained to the public that there will be no public input this evening. This is not a public hearing; this is a work session between the proponents and the Planning Board with our Staff being present.

Molly, we are going to meet again in July?

**Molly Just** July 8<sup>th</sup>, July 22<sup>nd</sup> and July 29<sup>th</sup>.

**Ed Reidman** during that period, we will be doing that same thing we are doing this evening.

Molly, please start off this evenings proceedings.

**Molly Just** I have a couple of housekeeping matters to update the Planning Board. First of just an overview of our discussions with the applicant at your May 20<sup>th</sup> meeting you had discussed with the applicant proposed permitted uses, refined the list and you directed the Staff and the applicant to provide definitions for proposed new uses, for the Planning Board to consider. The new uses would actually be added to the existing definitions of our zoning ordinance. Please keep in mind that any definitions created for the purposes of new uses for this project would apply Citywide. I will say quite confidently that the definitions are general enough to apply Citywide.

There are a couple of definitions that I want to bring to your attention that were not in your memo. I have provided an additional page to you this evening. There also were a couple of items that were recommended to be deleted, but remain in at the request of the applicant.

One thing that was discussed between the applicant and Planning and Zoning Staff since our last meeting is the way the City calculates density in the existing zoning district. The applicant had calculated density in a general sense using our existing definition for this district. They had applied that allowable density across each of the allowable floors getting up to the maximum height. I had said that it was my understanding that it was not how we calculated the density, that you get that density one time and not for each floor up to the allowable height. In fact when we met with the applicant, Rick Gouzie determined that based on the way that we have calculated density, although we do not have many multi story buildings, the applicant has calculated the density in the appropriate manner. The base footprint multiplied by the number of stories allowed in the maximum height.

**Ed Reidman** what you are saying to the general public is that the Code Enforcement Officer has determined that the applicant has accurately defined the density as they propose it.

**Molly Just** under the existing zoning the applicant provided a comparison of their existing zoning, what would be allowed vs. what they are proposing. They did calculate correctly what they could do in the existing zoning in terms of density.

Before we close tonight I would like to go over our next steps in terms of what is reviewed. I think there is a lot of good momentum for this project and it could be very

exciting and could be an asset to the community. We need to make sure that very important issues are covered and understood by the Planning Board and public through their deliberations. I would like to go over some of those issues we need to cover before you finish tonight.

The definitions as stated in your memo at your last meeting you had requested that the Class A Lounge be removed. Currently the use is outlined in our definitions but is not permitted anywhere in the City. The applicant requests to keep this definition in and keep the request for the use and allow the City Council to make that determination as to whether it would be allowed. Also the applicant has requested that extended stay hotels be allowed in this contract zone. Planning and Code Enforcement staff does not agree with that. It is our idea that the intent for this district is much higher end tenants with very extensive public spaces. An extended stay hotel we worry would perhaps attract a more transient rental population who can not keep up a lease, perhaps an unstable tenant base that is not best for this contract zone. We do not support extended stay hotels in this area.

Push cart vendors, the applicant would like to include the ability to have push cart vendors and staff supports this concept. The City Council this past month adopted provisions for push cart vendors. We have been allowing them, we thought they were enabled by our code they were in fact not and we never adopted the provisions to enable them. Just this past month the City Council did adopt language defining what push cart vendors are, the size, what goods can be sold, a fee, that kind of thing. The applicant would like to be able to have push cart vendors selling food as well as non food items. Our current Code provisions only allow or only enable sale of food items. I have proposed some new language, in the hand out provided to you this evening that is actually from our code. So if you look at the proposed definition for general merchandise vending unit, what that does is takes the City code definition for food cart vendor but changes it to allow the sale of non food items. That differentiates between food and non food vendor, then go to push cart portable vending unit that is where you get to the existing definition and provisions for food cart vendors. This is the first chance the applicant gets to see this as well, so there maybe discussion on this item.

That is the only differences of what you had directed and what we are bringing to you this evening. You had refined a list of the proposed uses last time; we have brought back a refined list as well as definitions.

**Ed Reidman** first I have to ask Natalie a question. It is my understanding that if the Board does not include the Class A Lounge, the Conference Exhibition facility in particular at a public hearing that the Council would not be able to add that to the Contract Zone when it went to the Council level?

**Natalie Burns** what would happen with the Contract Zone there are very specific notice requirements and one of the notice requirements, requires that all of the conditions of the contract be included in the notice that is given. If the notice that is given does not have a use included with that list, it certainly would be my opinion that Council would have to send it back to this Board for a new public hearing to add a use not included on the list. The Council can eliminate a use but they could not add a use.

**Ed Reidman** if we chose to add them and go through the public hearing process and at that point our recommendation to Council was that they not allow a Class A Lounge in it, yet it still went through the public hearing and it was still on the piece the Council received then the Council would have the right to either reject or accept our recommendation without having to come back to the Planning Board.

**Natalie Burns** yes that is correct

**Ed Reidman** I personally do not support a Class A Lounge in this proposed district. I am willing to send it forward, to hear what the public has to say. The City of Westbrook Council can make the ultimate decision. The Council is the legislative body that issues liquor licenses and beverage licenses.

**Anna Wrobel** it is rare that I disagree with the Chair, but in this instance I would rather put the onus on the City Council to add it, then for it to be perceived that we advised it, because what we send to them is supposed to be our advisory council. If we send this to them with the Class A Lounge still on there as a permitted use and maybe some of us do but I do not approve of this use in this area.

I have heard this loosely compared to Faneuil Hall. I stayed at a hotel near there recently and tried to get some sleep when people came pouring out of the Class A Lounges and bars in that area, no one got any sleep in that hotel until 3:00 am in the morning. I look at down in the Old Port when everybody is leaving the bars at 1:00 am in the morning and the cops have their handful and it is a place that I never go on a Friday or Saturday night.

If we send this to the Council with the Class A Lounge on there it looks as if we advise it, as we are an advisory board. I want to put the onus on the Council to add it, rather than the Planning Board advising it.

**Ed Reidman** we do not have to make that decision this evening. As we go through and finally prepare what we consider the Contract Zone then we will have a public hearing on it and at the end of the public hearing we will vote to send it forward to the Council with or without certain pieces and it will be the vote of the Board to go that way. What I would ask the Board to do between tonight and when we meet again is to read the definitions and when we meet again on the 8<sup>th</sup> we will ask for any changes or corrections on the definitions.

Shall we start on the venture scheduled for this evening?

**Molly Just** looking through the definitions to see if there is anything we need to discuss tonight. I believe these definitions should be fine for incorporation of any other zoning districts that can be added at a later point. The applicant provided the first round and Rick and I have reviewed them with our Ordinance, looked at other Ordinances and definitions, manuals, we had some comments and the applicant agreed to the vast majority of them. The definitions are neutral and easy to come up with.

Accompanying the contract zone application is an application to amend the Comprehensive Plan for this area. The area in which the property is located is the Industrial District II area of the Comprehensive Plan. The Industrial District II is located on the North side of the Stroudwater Street in the Stroudwater character area, between the

Portland border, the Westbrook High School and the cemetery lands. The intent of the area is to serve as a reserve area for future Industrial and mixed use development. Contingent upon the availability of one or more of the following conditions, those conditions included the exit from the Westbrook Arterial, a coordinated or phased planned development for preservation of working farm land.

The applicant proposes to make changes where appropriate to this language to enable this type of plan. They do not propose to disallow the uses that are already proposed in that area and that are Industrial and Business uses. What you have before you the text in italics are the proposed changes. From a staff perspective the biggest changes are the proposed change of retail from a support use to a predominant use. The next biggest change is the preservation of recreation open space 30% as stated in the Ordinance, the applicant proposes 20% and the applicant proposes to allow overflow parking that maybe considered as part of 20% open space preservation. Lastly the biggest change would be density, this would essentially allow the doubling of the density in this district.

Staff does highly recommend a higher proportion of open space with this project. You will see in my memo that I do recommend a deeper buffer along Stroudwater Street. That has been a concern that has been anticipated and has played out so far with residents along Stroudwater Street who would like to see a deeper buffer and staff very much supports that recommendation. That would go to increasing that open space proportion there. The open space does not necessarily have to be passive. I think that with the nature of this project we should think big. Maybe there could be playing fields with a little bit of parking in the back between the buffer of Stroudwater Street and the development. That would be quite a community amenity. The density, whether it is appropriate or not staff highly recommends a balanced use mix. I do not think that you need greater density to get to the more balanced use mix. In order to amend the Comprehensive Plan you will need to set a public hearing. I do not know if you want to get into a lot of discussion on the language here before you. That is up to the Board. I have given you some input that we have heard from the community on the proposed comp plan amendment as well as the planning staff recommendations.

**Ed Reidman** one of the purposes, as I told the Board members that were here last week, it is my intention to schedule a Public Hearing on this item. Since we are meeting tonight, I suggest go over verbiage and then I will schedule the public hearing.

**Chris Vaniotis** we would like a dialog on the Comprehensive plan amendment. Let me explain what our rational is for what we did here. This has been coordinated with City Staff in the sense that staff has suggested to us that as the City has done before when a contract zone is put in place sometimes the Comprehensive Plan also needs to be adjusted in conjunction with the Contract Zoning. That happened for the school project on Stroudwater Street there was a corresponding adjustment to Comprehensive Plan. The Comprehensive Plan is a number of years old at this point. If you look at the existing language you will see that for example it talks about the proposed turnpike exit 8A, since that time of course it is not proposed anymore it is a real exit and the numbers have changed, which has confused many of us as we drive up and down the turnpike. We see these proposed changes to the Comprehensive Plan as really an evolution of what the Comprehensive Plan originally contemplated for this part of the City. It is seen as a

holding area that is being reserved for future industrial and commercial development, when the infrastructure became available to serve that future industrial economic and commercial development and if you read through the Comprehensive Plan you will see that over and over again that Westbrook has a limited supply of land available for commercial and industrial development. This area was specifically identified in the existing language that this was kind of a holding area with the assumption being that it would ultimately be developed. One of the mechanisms that it would be developed would be contract zoning. What we have done is put some language in the Comprehensive Plan to reflect two things, the actual changes that have occurred in the area to bring us closer to the time that the original plan contemplates that this would be an area for high intensity development. Then we have made specific changes which are intended to reflect what we are proposing for this site. It is a change and no one is suggesting that it is not a change. We would not need to ask for contract zoning if we were not proposing some changes on how this land will be used from the current zoning and from the current Comprehensive Plan. The language we have proposed for the Comprehensive Plan describes what we call a planned mixed commercial development. Which is a large development of fifty acres or more to be planned, developed, operated and maintained as a unitary development and containing one or more structures to accommodate retail, service or office uses or a combination of such uses. If you look at what we have proposed in the contract zone and not a haphazard conglomeration of stores that will show up on this site. This will have to be a planned development subject to a master plan subject to the planning review.

We suggest that the Comprehensive Plan be amended to recognize this kind of development. A couple of things come out of that and one of them is that in addition to that the notion originally in the Comprehensive Plan that there would be preservation of working farm land within this area. The land adjacent to us is still zoned as rural, so that is still zoned as farmland. What we have proposed in addition to green open spaces that one of the performances in the last paragraph in the proposed amendments of the Comprehensive Plan where the performance standards indicate that a negotiated contract zone would be allowed where the emphasis is on quality development and incorporation of preservation of existing agricultural land or creation of outdoor public spaces within a planned mixed development and if you think back to the first presentation for this project through the Planning Board you heard from Pratap Talwar from Thompson Design about their concept the open spaces which would not necessarily be green spaces but would be open spaces.

The density requirements the table the last component of the table again is designed to reflect what we are proposing here which is indeed a fairly high intensity development. On the other hand what was interesting through the exercise of reviewing the current business and professional office zone, that zone already allows a much higher density than the Comprehensive Plan talks about. Pratap has a letter that you may already have, where he does the density calculation which indeed has been confirmed by the Code Enforcement Officer. On that site right now with out any changes in the zoning at all, you could have up to 5 million square feet of office space. We are proposing one million six hundred fifty thousand square feet of retail mixed use space. So what we are proposing is actually substantially less than of over all density than what the current zoning on the site would allow. The real reason we need the contract zone is not density, it is because the current zoning has this limitation that every retail store has to be limited to two thousand square

feet, which obviously would not allow this project to go forward. So even when you look at the Comprehensive Plan with its one square foot of building for every three square feet of land area it is hard to tell if that intends footprint or what, but to keep with the same language of the Comprehensive Plan we are proposing in fact to double that but because we are talking about more than one story the actual density we are proposing will be much less than what could be developed currently on the site under current zoning

The intent here is to do two things, to bring the Comprehensive Plan up to date with the changing nature of what is happening especially with the construction of the turnpike exit. To show you what we have done at the end of this process assuming the City agrees with it and the City Council approves it we will have a good match between the Comprehensive Plan language and the contract zone that we come out with.

I think Pratap can speak to the calculations of the density.

**Ed Reidman** since Rick Gouzie agrees with his calculation, I do not think that we need this at this time. Why don't we wait to see what the Board has to say? Let me ask one question; if there could be more density on the site using the previous figures, figuring you are going up in space using that interpretation why do we have to bother to change the one square foot for every square foot if your density is calculated going up through.

**Molly Just** that density is discussed in the Zoning Ordinance. The Comprehensive Plan talks about square feet of building vs. square feet of land area, you only have so much of land area. Our zoning allows you to do multiples of what you can do on the first floor based on the height that is allowed. The Comprehensive Plan does not talk about that. It does not get into that multiple.

**Paul Emery** I would like to go back to the area along Stroudwater Street, the amount of buffer space. One concern I have is traffic on Stroudwater Street for two reasons, in order to handle much more traffic it is going to have to be wider and also we are building the middle school there which is already going to be adding to traffic and to the amount of necessity of prudent drivers to slow down after coming through a straight of way.

If you are talking about increasing the amount of buffer space so as to allow for playing fields, I am confused as to what is meant by playing fields. Whose playing fields will it be, who will play there, and who will maintain them and most important where are they going to park? This is already a problem. If we are going to be building the middle school and if it is going to have a system that is tied to high school which enjoys very large athletic fields why do we need to add more into this space. I think it would be more important to use landscaping, extensive dense landscaping to reduce the light transmitted to neighbors, cut down on the noise and so forth. You can buffer sound and light with landscaping that can be made to look very attractive.

**Molly Just** first of all just to make sure access would not be allowed to or from Stroudwater Street for this project, perhaps for emergency vehicles but no public access from Stroudwater Street.

**Paul Emery** who is going to be playing on the fields?

**Molly Just** staff is recommending a deeper buffer, deeper treed landscaped buffer than the fifty feet that is talked about on the application. The applicant is then talking about using the distance between that fifty foot buffer and the parking garages which is approximately four hundred feet on average as overflow parking. They also propose that it be used as a fair ground. I am throwing this out as an idea to see if it gains any attraction to increase the ratio for open space. The open space maybe does not need to be passive. What if you added two playing fields in that area and some surface parking that in the summer and when those fields are in use are used for the fields. There is always more demand for playing fields in the City of Westbrook. That is what I am always hearing about. In the winter which has peak demand for parking around the holidays, maybe those spaces could be used overflow parking. It would be greatly reduced if you have your plan with you.

**Paul Emery** Who would maintain them? I would like an answer to that question.

**Molly Just** it would be the applicant or the City. That is yet to be discussed.

**Paul Emery** who will be responsible for the scheduling?

**Molly Just** that would be the City of Westbrook.

**Paul Emery** so in other words the City will be in the position of scheduling the use of lands on private property.

**Molly Just** that is correct.

**Chris Vantiotis** I do not think we are very far apart in terms of what we are thinking about. What is proposed is what will be private space but is what is going to left as green space that will be available for the general public to use?

The effective building set back is two hundred feet consisting of two kinds of green space, a landscaped buffer with berming or some walls, whatever it takes to really shield the street. What has been described as a fairground that is an open green area that can be used pick up games that can be used in cooperation of the owner of the property, used for some formal activities but it is not proposed to be specifically for football field, a soccer field or baseball because it is proposed to be multiuse. We think that is a reasonable compromise and does not get into the business of the City of trying to schedule on private land but it has the cooperation of the private land owner and the City's recreation department. I think to the design concept Pratap can explain it better than I.

**Paul Emery** let me describe it this way: we have an event that is a soccer tournament which is a big deal for the City, there will be a number of people coming in, spending money and so forth would this be a suitable area of part or some or all for a soccer tournament for example.

**Chris Vantiotis** I will refer to Pratap for what he considers on the design.

**Pratap Talwar** I will refer specifically to the use of that space that I have been calling fairgrounds in the presentations. The use of that place is precisely those kinds of things that are not programmed in open space in Westbrook. We have not come up with a list of restrictions of what the use might be. In the presentation we said that open space was a field, lawn an open space with grass on it. It was bordered with a buffer on Stroudwater Street that was not just trees it was actually berms, shaped land form. The kinds of uses we showed there was pick games such as volley ball and soccer not in stadium form. We showed a circus tent which specifically states transient uses that are open that are public, that are pitched there for awhile and then they leave. It showed pictures of the fourth of July, where fireworks could be set off or other kinds of public events could occur.

Not knowing the specifics of the soccer tournament that you state I can not judge this as something that could be considered. I could say it could be considered a public event if it did not have specific spectator requirements. We did not envision this to be a single use of space.

**Paul Emery** the soccer spectator is done by standing around the edge of the fields. Would that allow a paved path around it? Could vending machines be around the area?

**Pratap Talwar** I wanted to remind you that this is one of three open spaces shown in our plan. Each of them are destinations of different types of public use. These are not exclusive ideas. It would be great for Westbrook, Portland and Maine. It would be great for Maine for farmers markets in more than one place in the state and the City as well. It would be great if there were more parks in the City, also more open air concert venues that you could move from. Many towns that I know enjoy these types of amenities.

I think that the open space that we loosely call fairground and the farmers market called Stroudwater Place is that one is more paved than the other, therefore more amenable for certain kinds of gatherings or uses than the other. It is exactly like it was described to you in the proposal, this same space we also propose to have a possible place for overflow parking. We would not be proposing a parking lot on this site if we were not being absolutely clear about its purpose. If a few times a year that all your parking facilities were full then this would be the overflow place for parking.

I would like to say that this is best practice not for just Maine; we have examples of the best practice recognized all over the country. I was in Williamstown Massachusetts that had an event and the entire parking area was green. There is an environmental benefit to it. We have done this in a way that works in this climate. Obviously we are very early in this stage, we have not done any geotechnical studies of the soils and percolation and so forth. I would like to pass out a hand out that shows technical options that allow this thing to be a stabilized grass surface that can be parked on and be used actively by a large number of people. We have done our homework and we have a sense that it is perceived that somehow we are trying to sneak through a parking lot as lawn. I certainly do not want the type of impression to perpetuate as it is really not the fact. We are trying to do best practice on this site.

**Chris Vaniotis** I have an article that appeared in the Portland Press Herald on May 8<sup>th</sup> 2008 and the byline in the article is to cut down on lake pollution please do park on the grass. This article reference parking behind Portland Water District did the demonstration.

The Portland Water District is promoting this type as a way to avoid pollution of the water shed.

**Pratap Talwar** there are many reasons why in a good plan to do one thing. This is the highest point of this land. The land rises from Westbrook arterial to Stroudwater Street. If the rain water at the highest point of the land is allowed to percolate into the ground then you are providing more storm water benefit to this water shed than anything you can do in the rest of the site. It is easy to say numbers, it is easy to say operational requirements but lets look deeply at the way this site will perform it got developed. Reading your Comprehensive Plan in the strongest possible environmental way requires us to study sixty acres a large part of the town, to be able to say ten acres on the site that are at the highest contour are grass that can be used for all kinds of events and for overflow parking and at the same time promote storm water improvements. Frankly that your current zoning does not cover. What we are trying to do is to color these numbers. The trade of is actually how the system works. I think that we are strongly proposing a scheme here that does both things that the Comprehensive Plan wants; one is to have strong environmental improvement of the site and a thriving economic development plan for this town and this region.

There has been loose commentary about percentages of things. What are the numbers trying to do, what is there aspiration? The Comprehensive Plan asked for economic development on this site in a way that respects the water shed and the environmental characteristics of this site. We are trying to do this in a way that makes sense for this plan and in a way that is public, not a private campus development of a suburban office park, which is what the Business Professional Office District would allow.

We are trying to do better than the examples around the community that has already been built. When we get to uses, I would like to show the relationship of the quality of open spaces, uses, and the percentage if uses and the form of the buildings we are proposing as any good plan should do on a site this large. I would strongly urge that this body bring its wisdom to connecting these issues. At the moment I feel that the open space on top hill is being discussed separately from set backs, density and buffers. I would like to discuss them together.

**Paul Emery** My misperception is the buffer grounds were to be the playing grounds and it is not. If that is going to be left alone with the berm, where will it start at fifty or one hundred feet from Stroudwater?

**Pratap Talwar** to be honest we have not developed the contours on one level. The shape of the buffers and drainage will probably meander in some places it will be within the fifty foot immediately adjacent to the street and in other places it may be set back a bit. What we have proposed is a fifty foot buffer, landscaped buffer and a set back. The intention of that was to distinguish between the spaces that were not going to have any uses on it from those that could have uses on them. The specific of the design has not been studied at this point but I think that the shape of the land will pretty much dictate the doable buffer and a buffer that is effective.

**Paul Emery** one beauty is that Stroudwater is a green entry to the city. It is a beautiful and tranquil relaxing drive. One of the hesitations I have is that in many Cities when you come upon a development you see the back of ugly concrete walls, doorways, and equipment stored out behind and stacks of pallets behind the development. If this could be built to reserve the green effect of this corridor with an attractive buffer it could continue to appear to be beautiful.

**Pratap Talwar** I agree with you and I think that the fifty foot buffer is contributing to the open space that we have been discussing and we are proposing an additional two hundred feet of open space with no buildings on it.

**Cory Fleming** as I understand the trade off for allowing a contract zone is the City can receive certain public amenities. Is that correct?

**Ed Reidman** that is a potential for a contract zone.

**Cory Fleming** for my own purposes I have a sense of what is being proposed in the terms of this contract zone I would find it particularly helpful if we could have some type of summary of what the public amenities might be? It would be helpful to compare the amenities to previous contract zones that we have done like Hannaford's.

**Molly Just** that compares apples to oranges, this is a project larger than Maine has seen. However I think a summary of the amenities would enable the applicant to frame their presentation easier and I think would ease your review.

**Chris Fleming** as an explanation of this request, with prior experience to contract zoning this like restoration of sidewalks was done and it would be helpful to me to see in an outline form what exactly is being proposed.

**Ed Reidman** I do believe with the Hannaford contract zone the benefits to the City came directly in that area. I know they built a sidewalk in the back of Hannaford that leads to the school on Stroudwater Street. The other contract zones we have had have been basically residential unless it was a dollar amount that was given to the City some land that was the benefit. As Molly has said this is a commercial type of development and I do not know if we want to ask what they are going to do or whether the staff and the administration are going to propose something coming forward with regard to the development.

**Anna Wrobel** I am hearing some discussion about changing the language in the Comprehensive Plan. As you say this type of development is unlike anything Maine has seen. There seems to be some confusion. We just heard the distinction that in the zone as presently worded where there would be economic development permitted in terms of business parks, industrial and commercial agriculture, etc which is certainly economic development but it is private use in the sense that people will go to work but the public is not invited to use these areas. However hundreds of jobs certainly affect the public especially if they are high quality jobs, high paying jobs etc.

Let me talk about economic development where the public is invited. I am trying to understand what the Comprehensive Plan was getting at. Between the publically invited types of development vs. just the people who work there, what does this mean for policing and enforcement and things of that nature? Clearly the Comprehensive Plan does not get that specific, but was it intended in this Comprehensive Plan that this zone become a place where suddenly it will be necessary to increase security and policing. Let's face it if the public is invited and not just the screened personnel, literally off a highway exit as transient as you can get. As one realtor once said we love Westbrook, easy on easy off, this will be easy on and easy off as well and all kinds of transient people in the thousands everyday perhaps might be coming through and it is going to mean a ton more policing. I am sure Fire, etc.; I am talking about policing at this point. I know the Comprehensive Plan is far more abstract or conceptual than that, but we are talking about what it intends and I have got to wonder what it intended for this kind of public need. Perhaps there will be a private security force as I would hope as we can not afford to Police this entire development. If we are going to have public use there will be increased need for security measures and policing and I am trying to see if the Comprehensive Plan is intending that sort of thing for an area presently designated as rural.

**Ed Reidman** let's clear up one thing the piece of property that is being spoken about is not designated rural.

**Anna Wrobel** I understand that but it is designated as being this kind of economic development where at this moment where the public is not invited and therefore I would not think of it as an economic development, where we would have to worry to much an increased Police presence. I am trying to imagine what the Comprehensive Plan was intending.

**Ed Reidman** if you read under the Industrial District under the second item that is shown there, the words that are changing are in italics. It says:

Development of a direct exit from the Westbrook Arterial, *or from a new extended street which connects to the Arterial*, or from the proposed Turnpike Exit 47 to Stroudwater Street.

2. Proposal of a coordinated and phased planned unit industrial or business expansion over multiple parcels *or a Planned Mixed Commercial Development. A Planned Mixed Commercial Development ("PMCD") means an area of at least 50 contiguous acres to be planned, developed, operated and maintained as a unitary development and containing one or more structures to accommodate retail, service, commercial or office uses, or a combination of such uses and those allowed, and pertinent common areas and accessory uses.*
3. *Preservation of working farmland within the planned unit development schemes, including conservation easements, or creation of outdoor public spaces within a PMCD.*

When the Comprehensive Plan was worked on it was perceived to be a living document and changes are to be made. It can only be as strong or as weak as available at that time. It seems that the reason that the people are coming forward basically because the existing

zone does not allow for uses they want in the exiting zone, in particular the retail that is limited to twenty-five hundred square feet per space. If we look at the businesses that have been floated there are big land uses therefore I am not sure that all the changes as proposed the developer are totally necessary. They certainly add clarity to the proposal but a planned unit industrial business expansion may also cover a planned mixed commercial development. The development of the current zoning was an attempt to create a business park atmosphere at the time when at that part of the Comprehensive Plan or the Zoning Ordinance was put together. I participated in it not as a Board member but as an employee. As time has passed the planning Board has changed, the members of the Planning Board are totally different and so are the member's ideas. That being said we have the right to ask any and all questions that concerns us but we want to make sure we are looking at what is being proposed.

**Chris Vaniotis** Mr. Chairman I would like to address the Comprehensive Plan a little further. The section of the Comprehensive Plan that is in the Planners memo and what we have proposed to amend is in Section 12 which is the future land use plan., there is also a section earlier in the Comprehensive Plan in chapter 8 which is basically land use inventory in Westbrook and there is extensive language in chapter 8 that talks about this Industrial District which indicates the Comprehensive Plan was contemplating very much the kind of development we are proposing including a development that the public could be invited as it talks repeatedly of commercial development. Just to read a couple of provisions in chapter 8 talking about the Stroudwater District:

*While the district is primarily rural in an otherwise highly urban area the district is a good location to accommodate commercial and industrial expansion. Current inventory of developable commercial and industrial lands are approaching full build out. Westbrook citizens and the community attitude surveyed chapter 10 strongly support continued economic development.* It talks about SD Warren declining valuation requiring a corresponding increase in industrial/commercial valuation. And it also talks about one of the planning goals on the land use policy in the district should prevent residential strip development along Stroudwater district.

This really is intended to be reserved for future commercial and commercial development. We are suggesting that since that Comprehensive Plan was written the time has come for this kind of commercial development. In terms of policing for a development this size that is not like the Maine Mall but it is similar in the sense that it is a retail environment, the public is invited and of course they have a private security force that works in conjunction with the Municipal Police Department that can handle any problems that may arise.

**Pratap Talwar** there has been banter back and forth for comparing the Comprehensive Plan the Zoning Ordinance and this proposal. I was asked to make copies of a letter mailed to the department dated May 19<sup>th</sup> which compared our proposal with your documents including the City Zoning Ordinance and the City Comprehensive Plan. It has two sections; one an overview specifically to the goals of the Comprehensive Plan as far as the site is concerned and in the second section reviewing the table, it compares the specific rules of density, use and open space, which seems to be the revolving issue that is being discussed here.

**Ed Reidman** asked Pratap to read the letter into the record.

**Pratap Talwar** read letter into the record:

May 19, 2008

Molly Just, AICP  
City Planner  
City of Westbrook  
2 York Street  
Westbrook, Maine 04092

Dear Molly:

Re: Clarifications and Response to Staff Comments for Planning Board Hearing.

In order to facilitate the deliberation of our proposal by the Planning Board, please find enclosed a few clarifications, in the context of your staff review memo dated May 14, 2008 to the Planning Board. Kindly forward a copy of this to the Planning Board for its consideration.

1. Overview: Goals of the Comprehensive Plan as pertaining to the Site

a. *Balanced development is envisioned:*

The Comprehensive Plan recognize the importance of utilizing vacant lands in several sections, as suitable"....**for commercial development that will provide high quality jobs and a future for our children. But it must be developed carefully, respecting the aesthetic quality of areas such as County Road and Stroudwater Street, balancing issues related to traffic impact, and avoiding the significant environmental impacts of the past."**

(Comprehensive Plan, Ex. Summary, page 2).

b. *Scale of development, and Preferred Implementation:*

The Comprehensive Plan (CP), envisages site specific large scale development of vacant land.

" .. **.Industrial and large-scale office development will be directed to the southern part of the community and to the Warren avenue area. The Stroudwater area, with its special visual characteristics, will be controlled through planned unit development mechanisms."**

(CP, Ex. Summary, page 3)

c. *Use and Growth Relationship between Site and the City:*

The Land Use plan in the CP intends to balance development of downtown and residential cores with commercial and industrial cores.

**"...A diversified local economy with ~ in the downtown, commercial zones and industrial zones will help to offset the residential development that is expected in this growing region."** (CP, Ex. Summary, page 4)

**2. Comparison of the Comprehensive Plan, Existing Zoning, and Proposal.**

The Comprehensive Plan and the current as-of-right Zoning differ in their build out permitted use and open space requirements for the BPOD site as follows,

Site Area=60.3 acres	Comprehensive Plan	Existing Zoning (As of right)	Proposal
Permitted Build-out (Basis)	875,556sf (1 built: 3 site area)	5,253,336sf (40% Footprint Factor X 5; Permitted Building Height 50 feet)	1,650,000sf
Use	Campus- style Commercial, Office And Industrial, support Restaurant, retail and Business, Agricultural Uses	Office, Industrial, and Retail (size limited)	Office, Retail, Sports and Entertainment Food & Hospitality, Civic Anchor (Indoor skating / Convention), Housing
Open Space	30%	40% buffers, Campus-styled Open space	20% buffers, PUBLIC programmed and improved Open Space for four seasons- - Parks, Farmers Market, Squares, Children's Play Areas, Fairground, Public Winter Garden (indoors), Civic Facility (Indoor Skating / Convention), buffers

We look forward to the opportunity to discuss the proposal with the City, and assure you of our shared commitment to a regional destination mixed use development of high quality,

Sincerely,  
**Thompson Design Group**  
Pratap Talwar, A11 A1CP  
Principal

**Dennis Isherwood** I have only seen two contract zones in Westbrook. One being the School and I new what I was going to get, a school. I did not know what the school would look like, but I knew it was going to be a school and they have a certain kind of “look”. The other Contract Zone was Hannaford and I know what Hannaford would look like. I

know what it was going to look like and what it was replacing. It was replacing an old manufacturing building.

This one I just do not know what I am going to see and it scares me a little bit. We kind of treaded over the Class a Lounge; I would like to open that up because of something that just happened at Hannaford. We had a contract Zone and were very specific and had a great deal of public meetings. The Planning Board came to a decision to have one sign. The bank that bought the land in front of the Hannaford site wanted an individual sign. They brought it back to us and we said no, it is a contract zone; it went through the public process so the applicant decided to appeal this to the City Council. The City Council said why not, it is only one sign and then they brought up that the Planning Board members are appointed and they are elected. The people were very specific about that sign at the public meetings they did not want that light. The City Council approved the sign. Now I am looking at this and if we say a lounge is okay with us, it has already passed that first hurdle. So now I do not want to get to that point. If the City Council wants to put a lounge on the site let the City Council add the lounge. If there is anything else we do not want like the warehouse, I wanted to be very specific about that. Those are the two things that I have a negative look at.

I came into this with a very positive outlook and now it has gotten sour. I just want you to be aware of that. When we went through the negotiations that what was going to be here, we covered just about everything. The only things we are sure we do not want there is a car wash, a gas station and a drive-in bank. It really is not a humorous thing, at this point we need to be very specific for what we want and do not want on this site.

**Greg Blake** I would like to build on Dennis's thoughts and for me I have a slightly different tack. As Mr. Emery pointed out earlier, it is one of the most tranquil and relaxing drives in the City. I really enjoy that green relaxing aspect of it. For me, what has always disturbed me about the Comprehensive Plan is that it was an Industrial District II proposed for that area and my biggest fear is that an industry was going to propose something out there, which would absolutely horrify me.

What the applicant is proposing puts me more at ease as to what the abstract nature of the Comprehensive Plan would allow out there currently. It is a step forward and maybe we are not all going to come to agreement on where it is heading but for me it takes out that industrial piece that has always bothered me. To see manufacturing or some smoke belching industry out there would affect the tranquil nature of this area. I am looking at the site from that perspective.

**Anna Wrobel** in relation to this letter on #1 the overview, goals of the Comprehensive Plan pertaining as to the site, "*for commercial development that will provide high quality jobs and a future for our children*"; I am not convinced about high quality jobs as so many of these jobs would be retail and restaurant jobs. Some of the retail and restaurant jobs have decent pay and some do not. That is my concern because the zone is currently written in terms of high paying jobs. I do not see any guarantee of that standard. The way the contract zone is written, I am concerned on that in terms of what types of jobs are there. It feels like the majority of them would be lower paying restaurant and retail jobs. I would like to see a statistical analysis on this project. I would like to have some sense how many

jobs there will be and how much money they will be making, high paying vs. lower paying.

Jumping down to section C "c. Use and Growth Relationship between Site and the City: The Land Use plan in the CP intends to balance development of downtown and residential cores with commercial and industrial cores.

***"...A diversified local economy with ~ in the downtown, commercial zones and industrial zones will help to offset the residential development that is expected in this growing region."*** (CP, Ex. Summary, page 4)". I understand this is a commercial zone as spoken about in the Comprehensive Plan, however, I am sure when the term commercial zone was penned something of this nature probably never had been envisioned in Westbrook or even in Maine. Just because the commercial zone was penned at that time does not mean that this is what they were imagining. This is so large, so comprehensive it creates a whole town center that I do not believe for a minute that our down town will survive this. This will overtake the downtown even though our downtown is coming back it is very fragile. I would like to see the downtown blossom and mature. There are very severe economic down turns and the fragile nature of a newly reviving downtown is such that it could turn on a dime. I am not convinced that in eight to ten years from now that this project will be prospering. We have talked about the Comprehensive Plan being a living document that is right and it is a different Planning Board and in eight to ten years from now conceivably the Planning Board can be sitting here thinking, oh my God what did we do. We desperately need light manufacturing with all sorts of technologies and we could make an industrial area just as beautiful as a professional business park and I know we are going to be screaming for farm land, in another several years. I am not convinced that this will be viable in eight to ten years and I am not convinced that our downtown will survive this. This is not just a commercial zone this is a commercial universe. Something like this was never envisioned and I am worried about our downtown area.

**Molly Just** if I could frame a part of this analysis towards the Comprehensive Plan amendment, taking the open space portion, I too in a large extent agree with Pratap that it is not necessarily a percentage it is what is in the percentage. I think you want to look at what is counted as open space and what you think of the collective open space that they are proposing, whether it is suitable for this project. What you think the collective package of open space is suitable for this project. I am going back to what is counted as opening space and you should ask yourself if an indoor sports facility counts as open space. It is absolutely a community benefit. But you might want to ask yourself what open space means in terms of this project and what is proposed to be counted and we should go through the list of that and decide for yourself what is appropriate. When you come to the fairground and the overflow parking, the way it is proposed you might not want it to be used for a sports event. You may not want your child to play soccer on grass pavers. The fairground might be appropriate as proposed. I think you just need to look at the package that is offered, think about what is in that and whether that is appropriate. If it comes down to you need more or need less, think about that and think about what is proposed as a package.

**Ed Reidman** Pratap, please show the areas that you consider open space.

**Pratap Talwar** I need to correct the record to say that the indoor spaces are not considered as open space. They are open to the Public just as the open spaces are, that is what I meant by Public program. The calculation of 50,000 of ice rink as open space be observed, we did not do that. We also did not count winter gardens and other things that were civic, that are inside to be open space. Open space in this calculation would be pervious coverage. It is not areas on the plan that are paved. That is a fair description. There is a lot more open space here, but your requirements with the way the zoning is written is to see open space as pervious, so all the areas that are colored green in this plan are pervious. All the things that are still open such as the farmers market the plaza that we have described are not counted in the open space calculation, even though they are open and they are public.

What are you counting open space for public program and that is what the list is looking to speak too or was it the functional, environmental calculation of pervious coverage. Open space, impervious coverage in a campus would include buffers. We have included buffers here. We have not included a three acre farmers market in this project as open space, because your requirement require open space to be read when these percentages are written as pervious space. I want to draw the distinction and get to the basics of facts. The 20% we are talking about is pervious coverage. They occur in specific places in this plan. They are not parallel to the roads necessarily. There is an environmental matter. This document talks about open space as a public program, in our list. I am not at all proposing that an indoor ice rink should be open for pervious drainage. I wanted to clarify that so it is perfectly clear and we are not describing the public areas of this project in those numbers. In fact there is much greater percentage of the site for public space than what is required by your rules. I can only say that as the rules require no public space on the site. It says campus style open space which I read to be pervious coverage of 40% and you can have a gate on the outside. I would submit to you that we have a much different proposal, much different spirit and I agree that this is a program diagram then it is written over there and might change as subject to the site plan process on the basis of the comprehensive plan. I agree that we have a long list of uses here because this is a large project that is going to be built over a long period of time. We are not proposing that you give us a free ride on what this place looks like. Rather we are proposing specific language within the Comprehensive Plan, Contract Zone language which talks about the relationship between the contract zone and the master plan for this site and in fact speaks about design guidelines that would constitute that master plan, on the basis of which individual phases would be carried out.

I think that many of your questions are perfectly rational. I wanted to state that these numbers mean what they say; we are talking about shaping public space on this site, indoors and outdoors that is programmed and supported by the use that described those spaces. Some are commercial in nature, some are entertainment in nature.

Let's talk about concrete paver blocks for soccer. It would be a foolish idea to propose a specific way stabilize grass at this time. What I am suggesting that there is a pallet of nationally recognized best practices that exist today that deal with the fears of usability, high intensity use of different types of open space that are being utilized in this State and many other States in this Country. It is only meant to be a pallet not a specific selection of approach. Before entering this room tonight, I did not envision the fairground used as a soccer field, but we feel this is a fair use of the public fairground, then naturally we would pick a means to stabilize the soil that would permit that use, not detract from it.

We are suggesting to you best practice, technical solutions that are being done today all over this Country, that I think Westbrook deserves to have, but we are not able at this point to shape a specific berm on Stroudwater Street. We understand the purpose of it but we do not have a precise shape today, in the same way we do not have a precise use for the fairground. This is a long term commitment; the process of a Contract Zone is not just the signing from this body or from the City, but actually an agreement to continue planning this site.

I state that specific design ideas not be taken out of context for their importance. In regards to the question about open space and buffers as asked previously is that buffers, because they are not used are pervious coverage, so I am going to list what is in the open space calculations. Buffers, the wider you make them the more open space you have although less usable. There are open spaced in our plan that are named as open spaces, that have program that support those open spaces, specifically here, Stroudwater Commons which has paved areas and unpaved areas. We have calculated the unpaved areas only in the calculation of open space. On the south side is the fairground that is counted as open space because it is pervious. We have not counted things like the plaza this street or the landscaped public street that runs through the project. We honestly were trying to compare your regulations through periods of time to the contract zone we are proposing. The Comprehensive Plan did not speak about use it spoke about open space as pervious, as untouched. The existing zoning spoke of open space as pervious space and it did speak about use as campus style which I read to be private and closed gated open space. We are proposing lesser pervious coverage, greater public space.

**Cory Fleming** I understand of what you are talking about in terms of the difference between public space and open space. You are categorizing open space as pervious surface, correct?

**Pratap Talwar** correct

**Cory Fleming** of that how much of that is natural space, in other words the buffers and other spaces.

**Pratap Talwar** I can answer that question the next time; I do not have an exact figure at this time. As an estimate about ½ the buffers is natural. The buffers are the perimeter of the site and it is a large area.

**Cory Fleming** how does what is being proposed in this Contact Zone fit in with the current work that is being done on the open space & recreation plan, recognizing that plan has not been approved and may not be approved in the immediate future. Has there been any discussion of this?

**Pratap Talwar** yes, we have had one presentation that was chaired by the planner.

**Molly Just** this project is consistent with what the draft plan of Open Space and Recreation Plan talks about. It talks about preservation of buffering more inclusion of buffering. The thought is that we could perhaps get and an even more innovative package

for Recreation Parks and Open Space through this Contract Zone rather than thinking of this individual site in the plan. I think the community preference is for buffering and or maintaining of the open vistas.

As Pratap has mentioned, there has been some preliminary discussion in particular with Recreation Conservation Commission that is different from the Recreation Parks and Open Space Committee that is helping with this planning process. The Recreation Conservation Commission as you know is appointed by the Mayor to advise the City on matters of open space when it comes to subdivision proposals, when it comes to Contract Zone proposals, and the sale of City land. The Recreation Conservation Commission has just begun discussion with the applicant on this project.

**Pratap Talwar** I apologize as I did not understand the terminology.

**Ed Reidman** we have switched terms out of the current Ordinance. We have in the Ordinance a landscaping factor that describes what they are talking about for open space. That is where the transition comes as to pervious situation. If you look in the current zoning it states that the landscaping factor is such and such, rather than saying that it is open space. Now you get into debating open space vs. landscaping but for the terms of this part it seems to be that Pratap has said that will be pervious. So what our consideration is tonight is when we hold a public hearing, are we going to go out and say 30% on recommended as staff has suggested or are we going to say 20% as the developer has suggested. That is one on the decisions we should make at this point to start with. Everyone agrees with the size as 50 acres or greater, both sides agree on that.

**Paul Emery** I will try to summarize my remarks.

I consider this project as visionary. I consider this project consistent with the way life should be in Westbrook. I consider it an opportunity that will enhance the life of people in the community.

As a student of history, I am going to talk about Westbrook in the past 100 to 150 years and talk about the concepts of economy and so forth. Brown Street was the original commercial core of Westbrook that was literally the main street because that is where the mills were along the river. Main Street on the other side ran parallel to rail road siding and the rail road were the major means of transportation of people and of goods. The development of Westbrook was very interesting. In our grandfather's time, they did not have Larrabee Drive which starts at exit 48 and comers up through. Along with that the development of what is now Shaw's the Westbrook Plaza. Then you have the development that was added on that portion of Main Street which ran from the line where it crosses the turnpike in, those businesses did not exist. You have development which is occurring on Conant Street as it comes out of Westbrook, Route 25 and if you look at what you saw ten years ago which was fields vs. what you see now up to the Westbrook Gorham line you have Nappi Distributors in Gorham a major tax payer and a major employer in the area. Down Town was envisioned starting ten years ago as a development as a pedestrian area and I think this could still work.

Transportation with the cost of fuel is going to be a major issue. If we take a look at where the jobs are now as to where the people live. The quality of life means having food in the refrigerator, the rent paid and to being able to afford the cable and new clothes for

their children. The jobs are in Portland or the Maine Mall area. To get there you need to use the transportation that is primarily a car. You do not have a car because you can not afford it, particularly to run it. You are now going to put into the area a huge employment center and it is going to be to the point that people could literally board buses in the downtown area, in the residential area and be transported to this employment center and then back at night.

We speak of the term high quality jobs. High quality jobs do not necessarily mean high paying and high paying is not necessarily the same thing as high quality jobs.

Jobs that could tie into our Vocational School that has a culinary arts program and we are going to have close to it restaurants, convention centers and so forth. So from the schools into the jobs into the higher quality like by development through employment of the skills, these are our sons, daughter and grandchildren. I see this benefiting the town, not in threatening it.

I will go on record as is fighting what is beautiful about Westbrook but I feel we can have both, because the site has enough room in it to have its own buffering. Take a look at it; from the south you have an industrial use. A stone company, you have a garage, you have some ugly development next to it. As far as open space, I would like to have a hand as to what is going on the site instead of having it occur the similar likeness as to what surrounds Amato's, pavement which is ugly.

We need to cross the t's and dot the i's for this Contract Zone. This site should be developed and the project is a benefit for the citizen's of Westbrook

**Rene Daniel** I have nine points I would like to make. I will start with Molly and thank you for working with these young youthful thinking visionaries by thinking outside the box of running fields.

Any City is in desperate need to have our children walk on grass, play on grass, play pass, and have soccer. Paul had a wonderful idea about the soccer tournament. You would be astonished to see how much money is brought into this little community, just from soccer families.

I have heard several times that the Comprehensive Plan is a living document. It is living because the City of Westbrook created it and we keep it alive by adjusting it as we go on. Westbrook is not what it was 150 years ago; it is not what it was 10 years ago. Because we steal brain trusts from other states and have them work for us we start getting all the good things. This document is living and we can make it become an adult

I think our job as a planning board needs to use met cognition, we need to think about planning and exactly what does that document tell us and exactly how do we interpret it. In our zeal we want to skip the next step and go to de-contextualization, well they have not done that yet, they have not presented anything. I think Dennis is right, if you talk about a school I can guess what building in the City is a school. When we talk about Hannaford, I can guess what a grocery store is. This is something Maine has not seen yet. I have been positive from the beginning, starting to be apprehension but still positive. The developer needs to give me some answers, but they are continuing to give me the answers and I still have no clue what you have in your concrete vision. But that comes with de-contextualization, I will wait, if I do not like it, Jason will hear about it.

I think we sometimes get confused and frustrated and I see where Dennis comes from when the Planning Board works very hard and very diligently and to propose

something and to send it forth to the City Council and the City Council in their wisdom chooses not to agree with us, surprise, Anna said that we are an advisory committee to the City Council who is elected and are the legislators.

I am a co-chair of the Middle School committee and recall meetings at the State Level. One of the things that I am proud of that came out of that committee is the running fields, most places are only allowed with state funding dollars to have two fields one of which is a double field, so you end up with three fields on two locations. The State blinked this time and gave us three fields and one of which is a double fields, so we have four running fields. This is a perfect linkage to the fields proposed across the street on this project. What better greenery to have on both sides. Landscaping we will cover eventually.

I would prefer usable open space. The more open space that is usable by the children and the seniors the better. The Planning Board needs and wants clarity in the language we review. The more that we ask, the clearer it gets. You are clarifying many things the board members are asking.

I remember the first meeting with Jason and his team. People will get sick of hearing this, but I grew up in Westbrook I love Westbrook I am trying to give back to Westbrook what I feel that Westbrook gave to me and I have not done a little piece of it yet.

My saying is “we as a planning board tend to say why you would want to do this in Westbrook”. I want to change the question and ask it as “why not Westbrook”. On a positive note, I am glad you chose Westbrook. We are going to make you jump through hoops Jason, but trust me we are on the same page we want the best thing for the City, as you do. I think what Paul said is right, it may not be all what I want or what Ed wants or what all of us wants as a group but you know the end product is going to be “Wow”. People are going to want to come to Westbrook, Maine because of all of us.

**Anna Wrobel** in speaking about open space whether it is pervious or not, perhaps I am wrong in interpreting open space whether it is 30% in the Comprehensive Plan or 40% in the zone as it is presently written, I have interpreted that as pervious space if I am wrong please correct me.

Ed said we have to decide whether we are putting this out as 20% or 30%. For me a pervious space means that the earth is not covered by asphalt and concrete. Fore me that has a value in it as itself. I know I am not getting anywhere with 40% but I highly recommend 30%. I would like to ask a technological question, why the farmers market couldn't be on such pervious open space. Is there a technical reason? Is there a reason why that could not be added?

**Pratap Talwar** health and sanitary reasons the farmers market needs to be paved so it can be washed down.

**Ed Reidman** on of the other questions is the interpretation of open space. We said previously that we have a landscaping factoring our ordinance, in the down town district we have a 100% coverage and there is no landscaping factor in the down town district. If we were to take open space as areas of pervious ground and felt it would be right to define farmers market as open space then it could be paved. If the open space definition read that you could have both.

**Chris Vaniotis** I am hoping we can get a little closure as to where we are going next. I have heard comments from the Board and this is a tough prospect for a contract zone that does not have a finished product. As I have told the board, because of the magnitude this is one where most of the work will be done in site plan review. The Contract Zone if the City Council approves it is only going to open the door for the real hard work on the start of site plan review when we come in for specific plans for specific phases. In terms for the proposed amendments to the Comprehensive Plan I would like to get back to what your Council, Natalie Burns said on the onset is I hope that tonight that we would have a document that could be posted for public hearing and because of the State statute that requires 30 days notice for a posting for a Comprehensive Plan amendment we are concerned about the time frame. If you send this document out, it does not mean you are endorsing it. It simply means you are posting it for public hearing for the applicant's proposal. That is the way it should be posted, that is what the applicant is proposing.

My concern is if the Board starts changing some of the numbers here then we have the dilemma if you post open space at 30% rather than 20% that we are proposing, then you have not put the public on notice that change that we are proposing to make, I would ask that the document be sent out as requested, when the public comments on it obviously the Planning Board is free to make changes to what they ultimately recommend to the Council. If we start out with a document that has already been changed that deprives us of our ability to explain during the public hearing process what we are planning to do. Same kind of explanation, we put Class a Lounge in there, not that we did not hear the Planning Board and not to sour this discussion it is something we want to talk to the Council about. Same situation, if we do not post it in the Public Hearing notice then we can not really talk to the Council about it, or if the Council talks about it, it would have to be sent back to the Planning Board for another Public Hearing. We are trying to "get out" what we will ultimately ask the Council for. Clearly the Planning Board, when you make your report to the Council could say we are against it, we are for it, we like this, we do not like that. But in terms for what gets posted for the Public Hearing we would ask that our proposal with what we have already agreed upon get posted.

We are hoping that tonight we are ready to post what the applicant is proposing so a Public Hearing can be scheduled at least.

**Ed Reidman** we have just mixed apples and oranges in I believe. The item that is eminently before the Board right now is to advertise for the Comprehensive Plan recommended changes.

**Chris Vaniotis** I apologize for mixing the apples and oranges; it is the same concept, but a different basket of fruit.

**Ed Reidman** of which we had in the packet a proposed verbiage to go out to post for the public hearing, the only thing in here is it also gives us the opportunity to do something with the preservation of open space and the density the rest of it is basically verbiage to what is going on. It is up to the Board to approve that verbiage and tell what will be posted.

One of the things I have on my list is on a 30 day notice I can understand why you wish to move forward, that sets July 29<sup>th</sup> for the public hearing. Why do we have to make

that decision today? I know it is 30 days, but why do you want the decision made now, to show progress or what?

**Chris Vaniotis** is to try and keep it moving and also as the Planning Board look at the contract zone which has a shorter notice requirement, we are just trying to keep thing moving so we are not on the same track. The longer we wait to schedule at least the Public Hearing on the Comprehensive Plan the further out we are before we can get a decision and move it on to the Council.

**Ed Reidman** I think it would help the Board if we had tentative schedule as you see the products coming forward. This is only for the Planning Board because when it goes to the Council they are on their own schedule. We would appreciate that if it is possible the next time we meet.

**Chris Vaniotis** Certainly

**Ed Reidman** I am going to say before move forward, it has been discussed several times ultimately, and I do not know where it fits into the schedule but there are provisions to do an economic impact study. That would answer some of the questions, I do not know as to how much is involved in doing one of those studies, but I am but I am putting you on notice that it has been discussed by the members of the Planning Board the concern for it. Hearing the comments tonight, there is no question.

That said; let us go back to the scheduling of the Public Hearing.

**Molly Just** read what will be advertised **Industrial District II**

The Industrial District II is proposed for the North side of Stroudwater Street in the Stroudwater *Character Area* between the Portland border and the High School and Cemetery lands, and is intended to serve as a reserve area for the future industrial business development, commercial development, contingent upon the availability of one or more of the following conditions:

1. Development of a direct exit from the Westbrook Arterial, *or from a new extended street which connects to the Arterial*, or from Turnpike Exit 47 to Stroudwater Street.
2. Proposal of a coordinated and phased planned unit industrial or business expansion over multiple parcels *or a Planned Mixed Commercial Development. A Planned Mixed Commercial Development ("PMCD") means an area of at least 50 contiguous acres to be planned, developed, operated and maintained as a unitary development and containing one or more structures to accommodate retail, service, commercial or office uses, or a combination of such uses and those allowed, and pertinent common areas and accessory uses.*
4. *Preservation of working farmland within the planned unit development schemes, including conservation easements, or creation of outdoor public spaces within a PMCD.*

The *Stroudwater Character Area* is a unique landscape unit and agricultural resource that lies in the logical path of industrial and *commercial* expansion so necessary for the City and the region’s fiscal stability. A mix of uses can coexist if properly designed through Planned Unit Development, *Planned Mixed Commercial Development* and/or Contract Zoning provisions.

**Permitted Uses:**

- Agricultural uses
- Campus-style Commercial, Office & Industrial
- Restaurant, retail, and business uses
- *Planned Mixed Commercial Developments*

**Prohibited Uses:**

Strip residential uses along Stroudwater Street

**Space & Bulk Standards**

PUD <i>or</i> PMCD Development: Minimum Parcel Size:	50 acres
Preservation of Open Space	30% <i>PMCD: 20%</i>
Density	1 sf building per 3 sf land area <i>PMCD: 1sf building per 1.5 sf land area</i>

**Performance Standards:**

- Negotiated Contract Zone where the emphasis is on quality development, *and* incorporation and preservation of existing agricultural lands *or creation of quality outdoor public spaces within a Planned Mixed Commercial Development.*
- Shipping traffic shall be prohibited access to the Turnpike via the eastbound lane of Stroudwater Street.

**Ed Reidman** is there any objections to the language as being posted, except for the language in the boxes. Seeing no objections on that, it seems that the 50 acres is acceptable, the question is the developer has proposed to preservation of open space at 20% and density at 1 square foot of building per 1.5 sf land area. If we go to public hearing we can make our recommendation more stringent than what is proposed. I personally do not see any harm in going with the 20% and the 1 square vs. the 1.5, because the 30% is more restrictive and the 1 square foot per 3 feet is more restrictive. This is what has been asked of us and if we listen to what the public says and the public says no that’s not what’s good then that would give us a chance to modify what was proposed by the developer.

Have I said anything wrong Natalie?

**Natalie Burns** the only thing I would clarify is that the notice provisions as we have discussed are very specific for a Comprehensive Plan amendment. They are quite different

from the notice requirement that you will have for the actual Contract Zone language. Unfortunately as we read this statute, if you make any changes to what is posted, you will have to repost the notice. So my recommendation to you would be if you think that there is alternative language that you may wish to consider, that you post them both. That way you would not have to a subsequent meeting and hearing, you could discuss it all at once and make you determination at one meeting.

**Ed Reidman** then we can advertise 30 and 20%?

**Natalie Burns** the advertising for this is not a mailed notice, I do not know if there is going to be a newspaper notice, although you are not required by the statute but it is posting and making the text available in the municipal offices.

**Cory Fleming** if we do that, can we have an explanation on the City's website of what the 30% and the 20% entails? Since we have had this discussion here and the general public is not here, I would like them to understand the difference between public space, open space and natural space.

**Molly Just** we would post the advertisement on the City's website and explain with a note.

**Cory Fleming** just an explanation that this is what we are going to be discussing.

**Ed Reidman** Mr. Gouzie be consistent as the interpreter and enforcer of the land use ordinance should we be saying preservation or should we be using factor instead of saying preservation of open space, or should we be saying landscaping.

**Rick Gouzie** to be consistent with the ordinance you should be saying landscaping.

**Ed Reidman** that means we would be consistent to what is there. There is no definition in the Ordinance for open space, then I looked at landscaping and it was clearly defined.

**Rick Gouzie** that is correct.

**Ed Reidman** I suggested that if we are going to end up with a factor maybe we would consider writing a definition for open space.

**Molly Just** I would recommend a more apples to apples approach for the Comprehensive Plan. The Comprehensive Plan talks about preservation of open space. Either you take away preservation or ....

**Ed Reidman** does Comprehensive Plan have a series of definitions in it?

**Rick Gouzie** no

**Ed Reidman** then my understanding is without it being in the Comprehensive Plan and without it being in the Ordinance, the next place is common usage or in some cases Black's Law Dictionary. We will leave it the way it is then do on from there.

Did anyone have more comments with regard to the notice? Molly as read, would you schedule the Public Hearing for July 29<sup>th</sup> at 7:00 pm in this office.

**Molly Just** yes

**Ed Reidman** the Board is going to review the definitions that was passed out this evening for the definitions that were requested and we will certainly discuss the Class a Lounge, conference and exhibition facilities and deal a little with the push cart vendors, extended stay hotels and anything else the Board wishes to discuss.

**Chris Vaniotis** as we try to put the schedule together for the contract zone, we have been proceeding item by item, is that what the Board would like to see?

**Ed Reidman** that is my understanding of the process for right now, the reason I asked for it is because you currently are driving the public hearing, I need the notice in 30 days for the Comprehensive Plan, I do not want to get into a contest that it is the Board against the developer, therefore if we have an idea of what you want to do schedule-wise then we can either agree or disagree and if we find that we need to take more time and if we realize your constraints ....

**Chris Vaniotis** the Comprehensive Plan hearing is actually separate in the sense that, that can happen long before you get to the Contract Zone. We will be prepared to discuss the items one by one.

**Ed Reidman** we will see you again in two weeks.

Closed