



Town of Gorham
PLANNING BOARD WORKSHOP NOTES
NOVEMBER 7, 2011

A workshop meeting of the Gorham Planning Board was held on Monday, November 7, 2011, at 6:00 p.m. in the Burleigh H. Loveitt Council Chambers, 75 South Street, Gorham, Maine.

The Clerk called the roll, noting that the following Board members were in attendance: Chairman, Edward Zelmanow, Vice Chairman, Christopher Hickey, George Fox, Andrew McCullough, and Corey Theriault. Absent were Board member Thomas Fickett and Melinda Shain. Also present were Zoning Administrator David C.M. Galbraith, Town Planner Thomas Poirier and Planning Board Clerk Barbara Skinner.

REVIEW OCTOBER 3, 2011 WORKSHOP NOTES

There were no comments or corrections to the October 3, 2011 Workshop Notes.

Item 1: Amending Site Plan Review Criteria

Mr. Poirier explained that this is an ordinance amendment which originated with the Planning Board, with the Board asking the Town Council to consider revising site plan review criteria from 10,000 square feet of paved areas to 10,000 square feet of impervious areas. The item has been to the Town Council twice and to the Council's Ordinance Committee, and it has been referred back to the Board with no amended changes. Staff has put the item on tonight's workshop agenda to afford the Board one more opportunity to review it before it is placed on the Board's agenda for public hearing, probably in December.

There was no discussion on the item, and the Chairman directed that the item be placed on the December 5, 2011 agenda for public hearing and referral back to the Town Council for its final consideration and public hearing.

Item 2: Discussion on Contract Zone Language

Mr. Poirier called the Board's attention to a memorandum from the Town Manager dated September 23, 2011, entitled "Draft 6," which has been forwarded to the Board from the Town Council, consisting of basic elements for contract zones based on the Hans Hansen Contract Zone recently approved by the Council. Mr. Poirier said there are currently 5 contract zone requests under consideration by the Board this evening, and referred the Board to the map showing each of the 5 proposed zones (properties of Chadbourne, Frick, McFarland, Ordway and Green). Mr. Galbraith said that the Town Manager's September 23, 2011 memo represents changes as a result of working with the 5 property owners and is to make this language more consistent with that contained in the Hansen Contract Zone. Mr. Poirier noted that at the Council meeting, Mr. Kurt Albert asked that his property (M4, Lots 9.002 and 9.003) also be considered as a contract zone; his request will be reviewed by the Council probably at their next meeting.

Mr. Poirier suggested that the Board review permitted uses and conditions, space standards, and any other requirements the Board feels would be pertinent for the contract zones. The requirements and restrictions for the contract zones will be sent to the Town Attorney to draw up the contracts for a possible public hearing at the Board's December 5, 2011 meeting.

PUBLIC COMMENT: James Bruni, owner of property (M4/L6.008) contiguous to other properties, said he would also like to have his parcel included in the contract zoning. He asked for guidance on how to make his request to the Town Council. Mr. Galbraith confirmed that Mr. Bruni's property is located next to that of the Ordwells, and advised Mr. Bruni that he will be included at the next Council meeting on November 15, 2011, with the next group of property owners interested in contract zones.

Mr. McCullough advised that he and Mr. Albert both work at Texas Instruments, but he has no financial ties to him and does not believe there to be a conflict.

Mr. Hickey asked how the Board is to approach this: is the Board looking at each individual lot or is the Board looking at this as one package. Mr. Zelmanow said he believes the Council is asking the Board to keep some consistency in the contract zone requirements for all lots, inasmuch as this area may eventually be rezoned. Mr. Galbraith said that the Council has initiated that process, with the Council's Ordinance Subcommittee directed to start the process of rezoning the entire area.

Mr. Zelmanow said he believes the Board can review the requests as a group. Mr. Hickey said that he has concerns with parcels abutting the Stroudwater River. Mr. Zelmanow said any use abutting the River would have to meet any restrictions placed on it by the Shoreland Zoning district requirements. Mr. Fox remarked on the difference in the size of the parcels and questioned if setback requirements, for example, could be handled equally on the smaller parcels. Mr. Poirier referred to the setback requirements in the Manager's memorandum. Mr. McCullough suggested that if any requirements of the contract zone are adjusted, it might be better because of the location of the lot but not the size. Mr. McCullough said he would not support making custom setbacks because one lot is smaller than another.

PUBLIC COMMENT: Peter Woodcock, 11 Tapley, expressed concerns about a permitted gas station usage impacting wells in the area and asked about some of the proposed lot setbacks. Mr. Zelmanow said there is no use proposed at this time, and uses proposed for each parcel would have to meet certain requirements that the Board would place on it, as well as the requirements placed by the Land Use Code. Mr. Poirier said that each proposed use would have to meet minimum state standards, so if a question involved a lot's septic system, for example, the state's requirements would rule regarding lot size. Mr. Poirier said there may be some requirements for street frontage so some of these parcels could be split so long as they meet state and private standards.

Mr. Zelmanow asked if the Frick parcels are under two separate deeds; Mr. Frick advised that he and his wife own both parcels under two separate deeds. Mr. Poirier said that the Frick parcels can be considered as one contract zone request. Mr. Poirier noted that all the parcels are in the Rural Zone, with the exception of the Green parcel, which is in the Suburban Residential district.

In response to a query from Mr. Poirier, the Board agreed that the Roadside Sign environment stipulated in the Hansen Contract Zone should apply to these contract zone requests.

In reply to comments from Mr. Hickey and Mr. Zelmanow, Mr. Poirier said that the Board can put language in the contract zones stipulating that when the uses move forward with road and parking lot construction, all the contract zones will have to try to interconnect parking lots and provide pedestrian access to all the contract zones. Mr. Zelmanow said that when the use comes before the Board, the Board can require that sidewalks be built in a certain area of the lot or that parking be placed in a certain area so that the adjacent use can interconnect. Mr. Galbraith said that the Board would have to work with each use in order to develop interconnectivity.

PUBLIC COMMENT: Hans Hansen spoke in favor of the contract zone requests and noted that some of the smaller parcels may be combined with a larger parcel, so some of the contract zones could be intertwined. He said that imposing a time deadline can place constraints in the development of a property if there is an economic downturn.

Mr. Galbraith said he and Mr. Poirier met with the Tax Assessor to discuss tax implications for the contract zone applicants; the Assessor will assess them for the existing use and when they come in to change the use or develop the properties, a tax change would be triggered.

Mr. Fox asked if the overall zoning in the area changes in the future, is the contract zone still in effect. Mr. Zelmanow said that if work has been done or is being done on a parcel in a contract zone, then the contract zone would take precedence. Mr. Poirier said that the Town Council can put language in the contract zone agreement that if a use is not started within a certain time period, such as two years, the Council can revoke the contact zone and require that the parcel must then meet the underlying zone. Mr. Poirier suggested that the Board consider recommending that the Council revisit this in two years to see if a use has been started in any of these contract zones; if it has not, then the contract zone would cease to exist and the parcel would conform to the underlying zone of the parcel. Mr. Hickey said it makes no sense to have the requirements of the contract zone expire. Mr. Zelmanow said he would not recommend a sunset provision. Mr. Theriault said that a sunset provision might cause someone to rush into a development in order to avoid the expiration of the contact zone. Mr. Poirier confirmed to Mr. Zelmanow that a contract zone use would have to meet Chapter II standards of the Land Use Code and site plan requirements, but not any underlying zoning district requirements.

Mr. Poirier noted that if the Council moves forward with the rezoning of the area under form-based zoning principles, and these 5 parcels are contract zones which have not yet been developed, the sunset provision may be beneficial.

PUBLIC COMMENT: Councilor John Pressey pointed out the discrepancy in the buffer sizes of 70 and 75 feet, which should be consistent to the frontage under "f," Space Standards of 70 feet. Mr. Poirier agreed that the buffer should be 70 feet and confirmed that the 40 foot setback is accurate in that same section.

In response to Mr. Hickey, Mr. Poirier said that the Board can look at the issue of internal drive aisles as part of site plan review requirements for the parcel.

Other Business: Mr. Poirier said that he and Mr. Galbraith would like the Board's ordinance committee to consider some zoning amendments, one of which would be to allow the Board to waive requirements for sitewalks. Another change would involve a better definition of de minimis changes and what staff can change which would not involve coming before the Planning Board, such as when an applicant finds he must phase his project more than was shown to the Board. Mr. Galbraith gave an example of an applicant scaling back in size a building approved by the Board; Mr. Zelmanow suggested that the ordinance committee could discuss possible parameters in that instance. Another example posed by Mr. Poirier involves staff review for a commercial site which has already been approved by the Board instead of requiring the applicant to come back before the Board. In response to Mr. Theriault, Mr. Poirier said that the staff reviewing such changes could be the Town Planner, the Code Officer and the Zoning Administrator. Mr. Zelmanow suggested that consultation with the Board Chairman should occur before a decision is made on whether something is de minimis. Mr. Galbraith said that the Planning Board could be notified of any de minimis changes that are approved by staff. In response to Mr. Fox, Mr. Poirier gave the example of Marca Manufacturing, whose application the Board recently approved, wanting to phase their project due to economic reasons. However, phasing is not identified in the Ordinance as part of de minimis request criteria; however, if it were, staff could have reviewed the phasing request and it would not have had to go back before the Board. It was agreed that staff would pull something together on these proposed changes to be reviewed at a meeting of the Board's ordinance committee.

The workshop was adjourned at 6:55 to proceed to the regularly scheduled Planning Board meeting.

Respectfully submitted,

Barbara C. Skinner, Clerk of the Planning Board
_____, 2011