



October 1, 2024

Steve Puleo, Planning Director  
Town of Windham  
8 School Road  
Windham, ME 04062

**Re: Response to Completeness Memo – Cross Ridge Subdivision**  
**Applicants: Peter Gilman, Tammy Gilman, Anna Gilman, Emily Gilman, Michael Gilman, & PTG Properties**

Dear Steve:

We have received the Staff Review Completeness Memo dated September 24, 2024 for the above referenced project and offer the following response:

*Comment 1: Show how the bus parking area will be reconfigured, such as additional pavement areas for parent parking to reduce the erosion of the shoulders of Cross Ridge Drive.*

Response: We are not proposing to increase the width of pavement on Cross Ridge Drive at the intersection with Smith Road. We will repair the radii to ensure that a 25-foot radius will be provided on the new finish surface as part of the pavement overlay. The stone-surface area in front of the mailboxes that is also used by residents to park vehicles while waiting for bus drop-off and pick-up will be maintained and resurfaced with compacted crushed gravel after the installation of the fire cistern is complete.

*Comment 2: Please discuss any modifications proposed to the Smith Road and Cross Ridge Drive intersection.*

Response: As stated in the response to Comment 1 above, the pavement overlay will include a reconstruction of the radii to provide at least a 25-foot radius. The current radius has deteriorated and requires reconstruction.

*Comment 3: Show any additional paving east of the Lockland Drive and Cross Ridge Drive intersection, as identified during the site walk.*

Response: The limit of paving on Lockland Drive was extended approximately 25 feet so that it will include new pavement surface in front of the driveway to the Marden property (Lot 16-C)

*Comment 4: Show locations of the additional signs as discussed during the final hearing and confirm all the waivers the Board approved.*

Response: Notes have been added to the plans requiring Stop signs to be installed at the following locations: Lockland Drive northbound at intersection with Cross Ridge Drive; Cross Ridge Drive at intersection with Smith Road; All sides of the 4-way intersection of Lockland Drive, Winchester Drive and Idlewood Drive; Both approaches to the 90-degree turn on

Lockland Drive in the vicinity of proposed Lot 3; Flintlock Drive at the intersection with Lockland Drive.

*Comment 5: Confirm the number of lots along Lockland and Cross Ridge Drive out to Smith Road. If under 31, rescind the street connectivity waiver request. Also, a written explanation of why a second street connection is not possible due to a lack of RTI, as well as any history Peter Gilman discussed at the hearing regarding attempts to cross other properties.*

Response: The dead-end road network that provides frontage/access to the most number of single family lots begins at Smith Road and extends 680 feet down Cross Ridge Drive to the intersection with Lockland Drive, and then 3,300 feet down Lockland Drive to the intersection with Flintlock Drive, and then to the end of Flintlock Drive. This segment of roadway provides access/frontage to 27 lots as currently proposed (including the 8 proposed lots). Based on this information, it does not appear that the waiver is necessary for the requirement to provide two street connections for a dead-end road that serves 31 or more lots. If the Planning Board agrees with this interpretation, we rescind our waiver request for Section 120-911(M)5-b-7.

Peter Gilman has acquired multiple parcels of land in the vicinity of Lockland Drive/Cross Ridge drive over the years with the help and council of attorney Ken Cole of Jensen, Baird, Gardner and Henry. Peter purchased land from any abutting owners that were willing to sell. Ken Cole facilitated off of these sales. The Hunt property (map 22, lot 17) was and is owned by clients of Ken Cole and he reached out multiple times to see if they were interested in selling, although not necessarily as a separate access as it is at the beginning of the road and would not provide much benefit in that regard. The Hunts were never interested in selling. The Florman parcel to the rear (map 20, lot 1) has indicated no interest in selling – to the contrary they have purchased land from Peter Gilman and have purchased more land from others since. There was an easement across the Tideswell property, formerly Clark (map 22, lot 14-1), but it is our understanding this easement was terminated to facilitate the sale to Tideswell, at their request. To our knowledge there are no other viable options to the rear of the homestead lot due to distance, topography, Glantz Brook crossing and associated wetland/floodplain impacts, and developed parcels in the town of Gray.

*Comment 6: Explain how Peter Gilman is going to approach modifying the Master Road Agreement, including separate road agreements for other roads not associated with the new subdivision, as well as his attempt to create an HOA to maintain the Subdivision's common elements.*

Response: The Master Road Agreement (CCRD Book 26131, Page 130) is the current governing document that outlines maintenance responsibilities and methods for distributing cost burden to each landowner that utilizes Cross Ridge Drive or Lockland Drive for access. Paragraph 11 of the Agreement allows additional landowners to be added. We intend to work within the confines of the existing Master Road Agreement to manage snow removal and other maintenance activities associated with the roadways.

Peter intends to create two separate Road Owner's Association entities – one for Cross Ridge Drive and one for Lockland Drive. Each of these Associations will be a legal non-profit entity (similar to a Homeowners Association) with the purpose of owning and maintaining the roadway and associated infrastructure. Peter will be a member of both Associations as a Landowner. Any other landowner that uses Lockland Drive or Cross Ridge Drive for access may become a Member of the Association(s), if they choose to do so. If they choose not to be a member, they will still be governed by the Master Road Agreement and any other maintenance agreements

that they are bound to by their deed or by Maine State law. Peter intends to deed his fee interest in the right-of-way(s) to the Association(s), so that the Association(s) will have the benefit of owning the roads that they are charged with maintaining. The Association will be responsible for maintaining the fire cisterns and stormwater management infrastructure associated with the roadway. We believe this arrangement will provide the most benefit to the landowners in the long term, as it would possibly facilitate money lending for road improvements if it is needed in the future. Landowners who choose to become Members in the Road Association(s) will have the opportunity to participate in the creation of the by-laws of the Association, which will govern how the Association will conduct business and make decisions going forward.

Upon your review of this information, please let us know if you have any questions or require any additional information.

Sincerely,

DM ROMA CONSULTING ENGINEERS

*Dustin Roma*

Dustin M. Roma, P.E.  
President