

March 6, 2017

Amanda Lessard, Town Planner
Town of Windham
8 School Road
Windham, ME 04062

**Re: Site Plan – Gambo Public Boat Launch Facility
S.D. Warren Company – Applicant**

Dear Amanda:

On behalf of S.D. Warren Company we have prepared the enclosed Site Plan application for Planning Board review of a proposed public boat launch on the Windham Youth Soccer Association (WYSA) parcel. The property is identified as Lot 7 on the Town of Windham Assessor's Map 5 and is located in the Industrial Zone and Shoreland Overlay District. The total area of the WYSA property is approximately 19 acres and it is improved with several soccer fields, access drives and gravel parking areas.

The proposed boat launch facility has been in the design phase for several years. S.D. Warren Company owns and operates the Gambo Hydroelectric Project on the Presumpscot River, and as a requirement of their FERC License they have proposed to construct a boat launch for public use. The property has changed hands several times over the past few years, so the proposal to construct the boat launch was put on hold until all land transfers had been completed. The enclosed easement identifies the project area and responsibilities of the associated parties. S.D. Warren will completely fund the construction of the boat launch, and will maintain the facility in the future. In addition to the construction of the boat launch, S.D. Warren has agreed to replace a guardrail fence and install boulders along the access roadway to help protect the soccer fields from vehicle trespass. Improvements will also be made to the parking lot entrance to help vehicle circulation.

The project has been developed in consultation with the Maine Department of Inland Fisheries and Wildlife, who intend to use the facility for fish stocking. The boat launch will greatly improve public access to a stretch of the Presumpscot River, and will include parking areas and signage. Permits are required from the Maine Department of Environmental Protection and the US Army Corps of Engineers, which are currently under review.

S.D. Warren Company is proud to have the opportunity to partner with WYSA and the Town of Windham to provide this valuable resource to the public. Upon your review of the enclosed information please contact me if you have any questions or if you require any additional information.

Sincerely,
DM ROMA CONSULTING ENGINEERS

Dustin M Roma

Dustin M. Roma, P.E.
President

Cc: Brad Goulet, S.D. Warren Company / Sappi

Project Name: GAMBO PUBLIC BOAT LAUNCH FACILITY

Tax Map: 5 **Lot:** 7

Estimated square footage of building(s):

If no buildings proposed, estimated square footage of total development/disturbance:

APPROXIMATELY 18,000 SF LAND DISTURBANCE

Contact Information

1. Applicant

Name: S.D. WARREN COMPANY

Mailing Address: 89 CUMBERLAND STREET, WESTBROOK, ME 04092

Telephone: 856 - 4083

Fax:

E-mail: BRAD.GOULET@SAPPI.COM

2. Record owner of property

_____ (Check here if same as applicant)

Name: WINDHAM YOUTH SOCCER ASSOCIATION

Mailing Address: PO BOX 389, WINDHAM, ME 04062

Telephone:

Fax:

E-mail:

3. Contact Person/Agent (if completed and signed by applicant's agent, provide written documentation of authority to act on behalf of applicant)

Name: DUSTIN ROMA

Company Name: DM ROMA CONSULTING ENGINEERS

Mailing Address: 59 HARVEST HILL RD, WINDHAM, ME 04062

Telephone: 310 - 0506

Fax:

E-mail: DUSTIN@DMROMA.COM

I certify all the information in this application form and accompanying materials is true and accurate to the best of my knowledge.

Dustin M Roma 3-6-17
Signature Date

Final Plan - Major Site Plan: Submission Requirements		Applicant	Staff
a.	Complete Sketch Plan Application form	X	
b.	Evidence of payment of application and escrow fees	X	
c.	Written information - submitted in bound report		
1	A narrative describing the proposed use or activity	X	
2	Name, address, & phone number of record owner, and applicant if different	X	
3	Names and addresses of all abutting property owners	X	
4	Documentation demonstrating right, title, or interest in property	X	
5	Copies of existing proposed covenants or deed restrictions	X	
6	Copies of existing or proposed easements on the property	X	
7	Name, registration number, and seal of the licensed professional who prepared the plan, if applicable	X	
8	Evidence of applicant's technical capability to carry out the project	X	
9	Assessment of the adequacy of any existing sewer and water mains, culverts and drains, on-site sewage disposal systems, wells, underground tanks or installations, and power and telephone lines and poles on the property	N/A	
10	Estimated demand for water supply and sewage disposal	N/A	
11	Provisions for handling all solid wastes, including hazardous and special wastes	N/A	
12	Detail sheets of proposed light fixtures	N/A	
13	Listing of proposed trees or shrubs to be used for landscaping	N/A	
14	Estimate weekday AM and PM and Saturday peak hour and daily traffic to be generated by the project	X	
15	Description of important or unique natural areas and site features, including floodplains, deer wintering areas, significant wildlife habitats, fisheries, scenic areas, habitat for rare and endangered plants and animals, unique natural communities and natural areas, sand and gravel aquifers, and historic and/or archeological resources	X	
16	If the project requires a stormwater permit from MaineDEP or if the Planning Board or if the Staff Review Committee determines that such information is required, submit the following:	X	
	stormwater calculations	X	
	erosion and sedimentation control measures	X	
	water quality and/or phosphorous export management provisions	X	
17	If public water or sewerage will be utilized, provide statement from utility district regarding the adequacy of water supply in terms of quantity and pressure for both domestic and fire flows, and the capacity of the sewer system to accommodate additional wastewater.	N/A	
18	Financial Capacity	X	
	i. Estimated costs of development and itemize estimated major expenses	X	
	ii. Financing (submit one of the following)		
	a. Letter of commitment to fund		
	b. Self-financing	X	
	1. Annual corporate report		

	2. Bank Statement		
	c. Other		
	1. Cash equity commitment of 20% of total cost of development		
	2. Financial plan for remaining financing		
	3. Letter from institution indicating intent to finance		
	iii. If a registered corporation a Certificate of Good Standing from:	X	
	Secretary of State, or	X	
	statement signed by corporate officer		
19	Technical Capacity (address both)	X	
	i. Prior experience	X	
	ii. Personnel	X	
d.	Plan Requirements - Existing Conditions		
i.	Location Map adequate to locate project within the municipality	X	
ii.	Vicinity Plan. Drawn to scale of not over 400 feet to the inch, and showing area within 250 feet of the property line, and shall show the following:	X	
	a. Approximate location of all property lines and acreage of parcels	X	
	b. Locations, widths and names of existing, filed or proposed streets, easements or building footprints	X	
	c. Location and designations of any public spaces	X	
	d. Outline of proposed subdivision, together with its street system and an indication of the future probable street system of the remaining portion of the tract	X	
iii.	North Arrow identifying Grid North; Magnetic North with the declination between Grid and Magnetic; and whether Magnetic or Grid bearings were used	X	
iv.	Location of all required building setbacks, yards, and buffers	X	
v.	Boundaries of all contiguous property under the total or partial control of the owner or applicant	X	
vi.	Tax map and lot number of the parcel or parcels on which the project is located	X	
vii.	Zoning classification(s), including overlay and/or subdistricts, of the property and the location of zoning district boundaries if the property is located in 2 or more districts or abuts a different district.	X	
viii.	Bearings and lengths of all property lines of the property to be developed, and the stamp of the surveyor that performed the survey.	X	
ix.	Existing topography of the site at 2-foot contour intervals	X	
x.	Location and size of any existing sewer and water mains, culvers and drains, on-site sewage disposal systems, wells, underground tanks or installations, and power and telephone lines and poles on the property and on abutting streets or land that may serve the development.	X	
xi.	Location, names, and present widths of existing public and/or private streets and rights-of way within or adjacent to the proposed development	X	
xii.	Location, dimensions, and ground floor elevation of all existing buildings	X	
xiii.	Location and dimensions of existing driveways, parking and loading areas, walkways, and sidewalks on or adjacent to the site.	X	
xiv.	Location of intersecting roads or driveways within 200 feet of the site.	X	

xv.	Location of the following:	X	
	a. Open drainage courses	X	
	b. Wetlands	X	
	c. Stone walls	X	
	d. Graveyards	X	
	e. Fences	X	
	f. Stands of trees or treeline, and	X	
	g. Other important or unique natural areas and site features, including but not limited to, floodplains, deer wintering areas, significant wildlife habitats, fisheries, scenic areas, habitat for rare and endangered plants and animals, unique natural communities and natural areas, sand and gravel aquifers, and historic and/or archaeological resources	X	
xvi.	Direction of existing surface water drainage across the site	X	
xvii.	Location, front view, dimensions, and lighting of existing signs	X	
xviii.	Location & dimensions of existing easements that encumber or benefit the site	X	
xix.	Location of the nearest fire hydrant, dry hydrant, or other water supply	X	
Plan Requirements - Proposed Development Activity			
i.	Location and dimensions of all provisions for water supply and wastewater disposal, and evidence of their adequacy for the proposed use, including soils test pit data if on-site sewage disposal is proposed	N/A	
ii.	Grading plan showing the proposed topography of the site at 2-foot contour intervals	X	
iii.	Direction of proposed surface water drainage across the site and from the site, with an assessment of impacts on downstream properties.	X	
iv.	Location and proposed screening of any on-site collection or storage facilities	N/A	
v.	Location, dimensions, and materials to be used in the construction of proposed driveways, parking and loading areas, and walkways, and any changes in traffic flow onto or off-site	X	
vi.	Proposed landscaping and buffering	X	
vii.	Location, dimensions, and ground floor elevation of all buildings or expansions	N/A	
viii.	Location, front view, materials and dimensions of proposed signs together with method for securing sign	X	
ix.	Location and type of exterior lighting. Photometric plan to demonstrate coverage area of all lighting may be required by Planning Board.	N/A	
x.	Location of all utilities, including fire protection systems	X	
xi.	Approval block: Provide space on the plan drawing for the following words, "Approved: Town of Windham Planning Board" along with space for signatures and date	X	
2. Major Final Site Plan Requirements			
a.	Narrative and/or plan describing how the proposed development plan relates to the sketch plan	X	
b.	Stormwater drainage and erosion control program showing:	X	

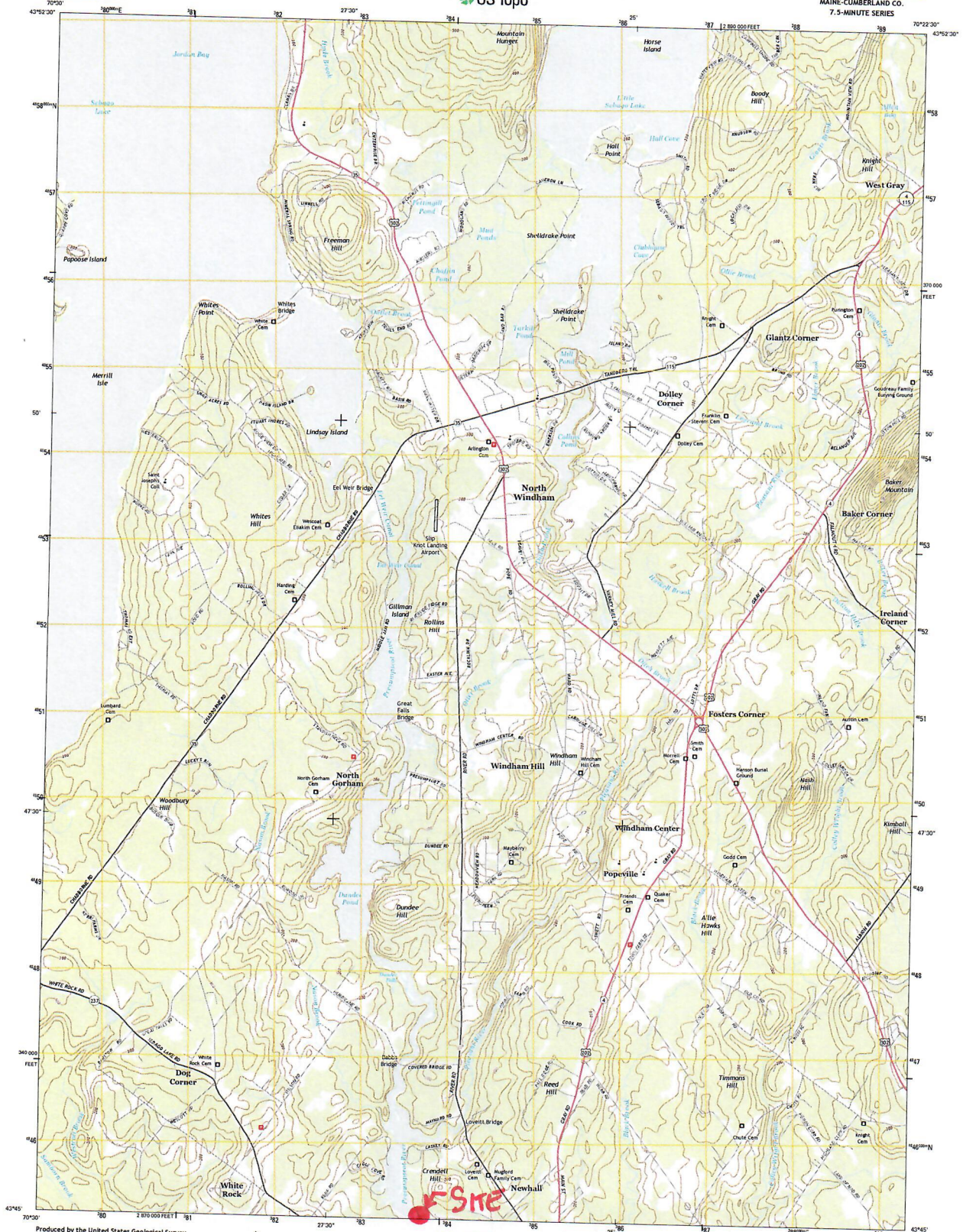
	1. Existing and proposed method of handling stormwater runoff	X	
	2. Direction of the flow of the runoff, through the use of arrows and a description of the type of flow (e.g. sheet flow, concentrated flow, etc.)	X	
	3. Location, elevation, and size of all catch basins, dry wells, drainage ditches, swales, retention basins, and storm sewers	X	
	4. Engineering calculations used to determine drainage requirements based on the 25-year, 24-hour storm frequency.	N/A	
	5. Methods of minimizing erosion and controlling sedimentation during and after construction.	X	
c.	A groundwater impact analysis prepared by a groundwater hydrologist for projects involving on-site water supply or sewage disposal facilities with a capacity of 2,000 gallons or more per day	N/A	
d.	Name, registration number, and seal of the Maine Licensed Professional Architect, Engineer, Surveyor, Landscape Architect and/or similar professional who prepared the plan	X	
e.	A utility plan showing, in addition to provisions for water supply and wastewater disposal, the location and nature of electrical, telephone, cable TV, and any other utility services to be installed on the site	N/A	
f.	A planting schedule keyed to the site plan indicating the general varieties and sizes of trees, shrubs, and other vegetation to be planted on the site, as well as information pertaining to provisions that will be made to retain and protect existing trees, shrubs, and other vegetation	N/A	
g.	Digital transfer of any site plan data to the town (GIS format)	X	
h.	A traffic impact study if the project expansion will generate 50 or more trips during the AM or PM peak hour, or if required by the Planning Board	N/A	



U.S. DEPARTMENT OF THE INTERIOR
U.S. GEOLOGICAL SURVEY



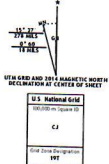
NORTH WINDHAM QUADRANGLE
MAINE-CUMBERLAND CO.
7.5-MINUTE SERIES



Produced by the United States Geological Survey
North American Datum of 1983 (NAD83)
World Geodetic System of 1984 (WGS84) Projection and
World Geodetic System of 1984 (WGS84) Datum
1:50,000 scale (Metric: 1:50,000; U.S. Customary: 1:50,000)
1:50,000 scale (Metric: 1:50,000; U.S. Customary: 1:50,000)

This map is not a legal document. Boundaries may be
generalized for map scale. Private lands within government
reservations may not be shown. Please permission before
entering private lands.

Imagery: NADP, October 2013
Roads: FGRS, (2013)
Names: FGRS, (2013)
Hydrography: National Hydrography Dataset, 2013
Contours: National Elevation Dataset, 2005
Boundaries: Multiple sources; see metadata for 1972-2013



SCALE 1:24,000

CONTOUR INTERVAL 10 FEET
NORTH AMERICAN VERTICAL DATUM OF 1983

This map was produced to conform with the
National Geospatial Program US Topo Product Standard, 2011.
A metadata file associated with this product is available at
http://www.fgdl.gov/USTopo/

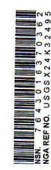


ROAD CLASSIFICATION
Expressway
Secondary Hwy
Ramp
Local Connector
Local Road
AND
US Route
State Route

1	2	3	4	5	6	7	8
1	2	3	4	5	6	7	8
1	2	3	4	5	6	7	8
1	2	3	4	5	6	7	8

NORTH WINDHAM, ME

2014



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DM ROMA

CONSULTING ENGINEERS

59 HARVEST HILL RD
WINDHAM, ME 04062
(207) 310 - 0506

REV	DATE	BY	DESCRIPTION

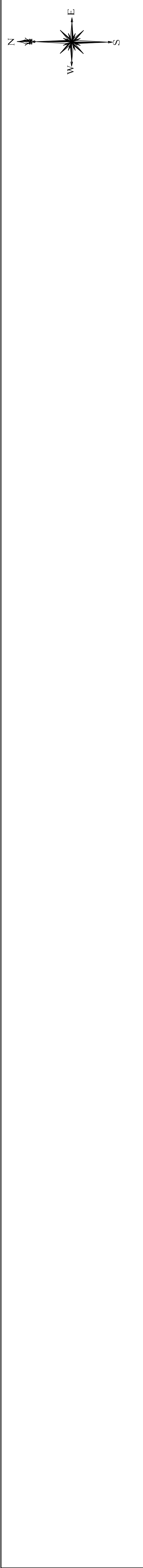
OVERALL SITE PLAN

FOR:
BOAT LAUNCH FACILITY
WINDHAM, MAINE

S.D. WARREN COMPANY

89 CUMBERLAND STREET
WESTBROOK, ME 04092

15008
JOB NUMBER:
1" = 60'
SCALE:
3-6-2017
DATE:
SHEET 1 OF 1
S-2



Soil Map—Cumberland County and Part of Oxford County, Maine



Map Unit Legend

Cumberland County and Part of Oxford County, Maine (ME005)			
Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
BgB	Belgrade very fine sandy loam, 0 to 8 percent slopes	0.2	9.2%
EmB	Elmwood fine sandy loam, 0 to 8 percent slopes	0.2	10.3%
On	Ondawa fine sandy loam, 0 to 3 percent slopes, occasionally flooded	1.3	73.5%
SuC2	Suffield silt loam, 8 to 15 percent slopes, eroded	0.1	5.6%
W	Water	0.0	1.6%
Totals for Area of Interest		1.8	100.0%

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT ("Easement") dated as of March 2, 2017, is between **WINDHAM YOUTH SOCCER ASSOCIATION**, a Maine non-profit corporation with a mailing address of P.O. Box 389, Windham, Cumberland County, Maine 04062 ("Grantor") and **S.D. WARREN COMPANY**, a Pennsylvania corporation, with a place of business in Westbrook, Cumberland County, Maine ("Grantee"). Grantor and Grantee are jointly referred to herein as Parties. Unless expressly provided otherwise herein, the terms "Grantor" and "Grantee" are intended to include the Parties and their respective heirs, successors and assigns.

RECITALS

A. Grantor owns a certain parcel of land located in Windham, Cumberland County, Maine (the "Grantor Parcel"), which Grantor acquired by a deed from the Town of Windham (the "Town"), dated September 6, 2016 and recorded in the Registry of Deeds in Book 33429, Page 29 (the "Grantor Deed").

B. Grantee is the holder of that certain Federal Energy Regulatory Commission license for the Gambo Project, FERC Project No. P-2931 (issued October 2, 2003), as the same may be amended or extended, related to Grantee's operations in said Cumberland County (the "FERC License"). Pursuant to License Article 410 of the FERC License, Grantee has submitted a Recreation Facility Enhancement Plan under which Grantee is to provide certain recreational opportunities to the public including a car-top boat launch, with signage and parking, at the Grantor's property, all as generally depicted on Exhibit A, attached hereto and made a part hereof (the "Boat Launch Facility"). The FERC approved the Recreation Facility Enhancement Plan including the Boat Launch Facility on August 2, 2005, and as extended by an Extension of Time dated January 20, 2016.

C. In order to construct and maintain the Boat Launch Facility, as provided for in its recreation plan and approved by the FERC, Grantee wishes to obtain an easement from Grantor over the Grantor Parcel to and from the Presumpscot River.

D. Grantor is willing to grant such an easement to Grantee provided Grantee agrees to certain restrictions and limitations with respect to the use of the Grantor's land as described below.

E. Grantee is willing to agree to the certain restrictions and limitations as set forth below.

NOW, THEREFORE, in consideration of the mutual promises of the Parties contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Grantor does hereby grant to Grantee, its successors and assigns, subject to the conditions and limitations set forth herein, the right and easement to access, construct, maintain, repair and replace the Boat Launch Facility, and, for the benefit of the

public, the right and easement for ingress and egress over and across the existing gravel road from Gambo Road to the Grantor Parcel and from the Grantor Parcel to the Presumpscot River for the use of the Boat Launch Facility, all as more particularly shown on Exhibit A, attached hereto and made a part hereof, as the "Easement Area."

2. Grantor and Grantee further agree that the rights and easements hereunder provided are expressly subject to the following conditions and restrictions:
 - A. This conveyance shall not be construed or represented as altering in any way the rights and obligations of Grantor with respect to matters affecting the Grantor Parcel, including those described in the Grantor Deed.
 - B. Entry upon Grantor's land and use of the Easement Area shall be at the entrant's sole risk, and Grantee, and its successors and assigns, hereby agrees to indemnify, release and hold the Grantor harmless from and against any and all liability, loss, cost, damage or expense, including, without limitation, reasonable court costs and/or fees and defense costs related to litigation or alternative dispute resolution and reasonable attorneys' fees, incurred as a result of, arising from, or in connection with the public's use of the Easement Area for the purposes set forth above, for so long as the Easement remains in effect, except to the extent such liability, loss, cost, damage or expense, including, without limitation, court costs and/or fees related to litigation or alternative dispute resolution and attorneys' fees, were the result of Grantor's willful misconduct or negligence.
 - C. The use of the Easement Area shall be subject to such reasonable rules and regulations as the Grantor may impose generally on users of the Grantor Parcel or as the Grantee may deem necessary or convenient to prevent littering, vandalism, nuisance behavior, harm to natural resources, or other misuse of the Easement Area and Grantor or Grantee may post signage related to these rules or other signage that may be required under the FERC License.
 - D. The intent and purpose of this Easement is to allow Grantee, its successors and assigns, to construct the Boat Launch Facility and provide public access to the Boat Launch Facility. The rights granted to Grantee by this Easement are limited to these purposes. The Parties shall not limit public access to the Easement Area by requiring an admission fee, and shall not use the Boat Launch Facility for any commercial or profit-making purpose, or permit others to use the Easement Area for any commercial or profit-making purpose, but this limitation shall not be construed to prohibit Grantor, or another related entity, from soliciting voluntary contributions or donations for care and maintenance of the Easement Area and other legitimate non-profit purposes.

3. If Grantor determines, in its judgment, that Grantee (including members of the public on whose behalf Grantee is obtaining this Easement pursuant to its FERC License) has committed or caused a violation of the terms of this Easement, then except in the case of emergency requiring immediate action, Grantor shall notify Grantee of the violation and confer with Grantee concerning the appropriate corrective action to be taken. In the case of an emergency requiring immediate action, Grantor retains its rights to pursue injunctive and other equitable remedies.
4. In the event of a dispute between Parties related to this Easement, the Parties shall first attempt to resolve the dispute through good faith, amicable negotiations. If the Parties are unable to resolve the dispute within thirty (30) days, the management of both Parties shall hold a settlement meeting in an attempt to resolve the matter. If the leadership of both Parties cannot resolve the dispute, the Parties agree to settle the dispute through mediation, to be conducted by a mediator mutually agreeable to Grantee and Grantor, but in no event located outside of Cumberland County, Maine. The costs of mediation shall be shared equally by Grantee and Grantor. If mediation does not result in a resolution of the dispute, either Party shall have the right to exercise its legal remedies.
5. The term of this Easement shall be coextensive with the term of the FERC License. Upon termination of the FERC license, all obligations of the Grantee under this easement, including but not limited to, obligations related to maintenance of the Easement Area, shall terminate. Upon termination of the FERC license and upon request of the Grantee, Grantor and Grantee shall execute a memorandum of termination of the easement, to be recorded in the Cumberland County Registry of Deeds.
6. This Easement Agreement shall be governed by and interpreted in accordance with the laws of the State of Maine and shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and assigns, and the provisions herein shall be covenants running with the land. This Easement may be executed in any number of counterparts and, upon execution by the Parties, each executed counterpart shall have the same force and effect as an original instrument and as if the Parties had signed the same instrument. This Agreement shall be recorded in the Cumberland County Registry of Deeds.

IN WITNESS WHEREOF, this Easement Agreement has been executed by the parties to be effective as of the date set forth in the first paragraph hereof.

Signature pages to follow.

GRANTOR:

WITNESS

WINDHAM YOUTH SOCCER ASSOCIATION,

a Maine non-profit corporation

Dan W. Emerson
Name:

By: Danielle Davis
Its: President
Printed Name: Danielle Davis

STATE OF MAINE
COUNTY OF CUMBERLAND, SS.

On February 17, 2017, personally appeared the above-named Danielle Davis, President of the Windham Youth Soccer Association, and acknowledged the foregoing to be his/her free act and deed in his/her said capacity and the free act and deed of said non-profit corporation.

Before me,

Linda S. Morrell
Maine Attorney at Law/Notary Public
Printed Name:
My Commission Expires:

LINDA S. MORRELL
Notary Public - Maine
My Comm. Expires April 12, 2023

GRANTEE:

WITNESS

S.D. WARREN COMPANY,

a Pennsylvania corporation

Briana O'Regan
Name: Briana O'Regan

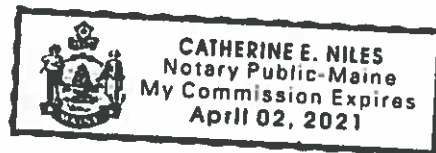
By: Michael Haws
Its: VP Manufacturing
Printed Name: Michael Haws

STATE OF MAINE
COUNTY OF CUMBERLAND, SS.

On March 2, 2017, personally appeared the above-named Michael Haws, VP Manufacturing of S.D. Warren Company, and acknowledged the foregoing to be his/her free act and deed in his/her said capacity and the free act and deed of said corporation.

Before me,

Catherine E. Niles
Maine Attorney at Law/Notary Public
Printed Name: Catherine E. Niles
My Commission Expires:



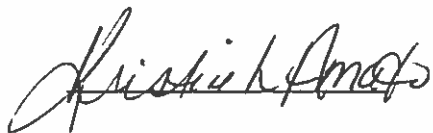
CONSENT AND JOINDER OF MORTGAGEE

The undersigned **GORHAM SAVINGS BANK**, a Maine banking corporation (herein called the ("Mortgagee")), as holder of and mortgagee under that certain Commercial Real Estate Mortgage by Grantor to the Mortgagee, dated September 7, 2016, and recorded in the Cumberland County Registry of Deeds in Book 33429, Page 33, as the same may be amended and modified, hereby joins with this Easement for the sole and limited purposes of evidencing its consent as mortgage holder to the creation and granting of the easements, uses, rights and privileges described herein.

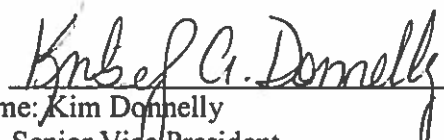
The Mortgagee hereby agrees that its lien under the aforesaid mortgage as to the Easement Area shall be subject to the provisions of the Easement. The Mortgagee further agrees that in the exercise of its rights as mortgagee under the aforesaid mortgage, the Mortgagee will recognize the Easement.

Dated as of February 15, 2017.

WITNESS:



GORHAM SAVINGS BANK, a Maine
banking corporation

By: 
Name: Kim Donnelly
Its: Senior Vice President,
Director of Business Banking

CONSENT AND JOINDER

The undersigned **TOWN OF WINDHAM**, a municipal corporation located in Cumberland County, Maine (herein called the ("Town")), as holder of certain reservations, easements, covenants, rights and restrictions (the "Reserved Rights") as more particularly described in the Grantor Deed, hereby joins with this Easement for the sole and limited purposes of evidencing its consent to the creation and granting of the easements, uses, rights and privileges described herein.

The Town hereby agrees that the easements, uses, rights and privileges described herein are in compliance with the Reserved Rights set forth in the Grantor Deed, and the Reserved Rights shall be subject to the provisions of the Easement.

Dated as of 2-15, 2017.

WITNESS:

Denna W. Emmons

TOWN OF WINDHAM, a Maine
municipal corporation

By: 

Name: Anthony Plante

Its: Town Manager

EXHIBIT A

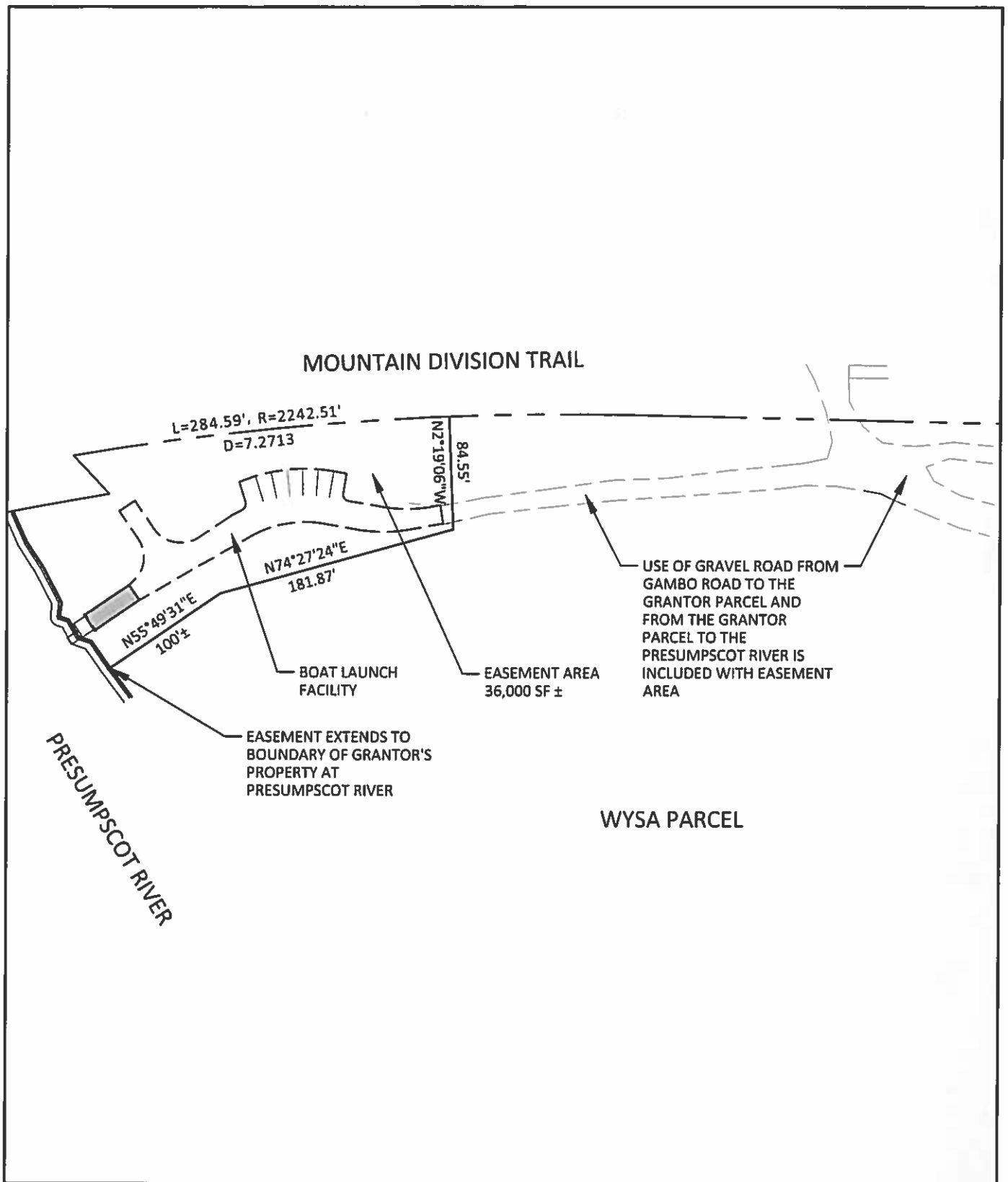


EXHIBIT A

EASEMENT AREA OF BOAT LAUNCH FACILITY
WINDHAM, MAINE

SCALE: 1"=100'
DATE: 02-07-2017
JOB NUMBER: 16008

DM ROMA

CONSULTING ENGINEERS

59 HARVEST HILL RD
WINDHAM, ME 04062
(207) 310-0506