

**TOWN OF SEBAGO  
TOWN WARRANT**

To Bobbie Jo Wadsworth, Resident, in the Town of Sebago, in the County of Cumberland:

Greetings:

In the name of the State of Maine, you are hereby required by law to notify and warn the inhabitants of the Town of Sebago qualified by law to vote in Town affairs, to meet at the Town Hall in said Town of Sebago at **6:00 p.m., Tuesday, September 26, 2023**, for a Special Town Meeting, **to act on** the following:

**Article 1. To choose a Moderator to preside at said meeting.**

**Article 2. To see if the Town will vote to approve the Road Use Agreement between the Town of Sebago and Lazy Acres, LLC, a Maine Limited Liability Company, pertaining to the land known as Stickney Road.**

**(Copy attached; a majority of the Selectmen so recommend.)**

**Article 3. To see if the Town will vote to expend the amount of \$217,000 upon receipt of award from the Maine Connectivity Authority (MCA) – Connect the Ready Cohort 2 Grant to provide universal broadband (internet) services to the community.**

**(Information document attached; A majority of the Selectmen so recommend.)**


**Article 4. Motion to Adjourn**

**Given under our hand on September 14, 2023**

**Board of Selectmen:**

  
Philip Lowe, Chair

  
Barry Jordan, Vice Chair

  
Scott Douglas

  
Charles Frechette

A true copy attest:

  
Letitia M. Genest, Town Clerk

# Road Use Agreement

NOW COME the Parties, the Town of Sebago, a municipality, 406 Bridgton Road, Sebago, Maine 04029 (“Sebago”) and Lazy Acres, LLC, a Maine Limited Liability Company of 104 Lakehouse Road Naples, Maine 04055 (“Developer”) who state as follows:

WHEREAS, Developer owns certain land identified in Sebago Tax Assessor Records as Tax Map 8, Lot 17 (the “Property”); and

WHEREAS, Developer desires to develop the Property for a retreat and event center with glamping and camping sites and any other approved use (the “Project”); and

WHEREAS, the Property and the Project are accessed via Fire Lane #288, a town way that dates back to the 19th century as a Town Road also formerly named as “Stickney Road;” and

WHEREAS, for a number of years Fire Lane #288 has been only intermittently maintained by the Town and has not been used to provide access to any permanent use; and

WHEREAS, to accommodate the needs of the Project, the former Stickney Road will require improvements and ongoing maintenance that Developer is amenable to providing upon certain conditions;

NOW THEREFORE, the Parties agree as follows:

1. License. The Town of Sebago grants a license to Developer to enter into Fire Lane #288’s right of way, for purposes of making improvements thereon (at Developer’s sole cost and expense), including but not limited to the following: tree clearing, grading, road construction in accordance with the road improvement requirements approved by the Sebago Planning Board in its approval of Developer’s Project on June 13, 2023. Improvements are authorized to be made, subject to review and subsequent approval by the Town, from the connection point/intersection at Kimball Corner Road all the way to the property line of the Developer’s Project. The improved Road shall remain a public right of way, and may be used by members of the public and other abutting land owners.

2. Future Maintenance. The Parties agree that Developer shall be responsible for annual maintenance to Fire Lane #288, including but not limited to annual grading of the surface of the road, to the extent reasonably necessary to provide adequate and safe passage by motor vehicle to and from the Property for the purpose of providing access to and from a commercial retreat and event center, or substantially similar use, or other use approved by the Town, so long as any portion of the Property is used as a commercial retreat and event center or substantially similar use, provided that such maintenance shall be coordinated with the Town’s Road Commissioner/Department of Public Works. Developer shall not be responsible for any higher standard of annual maintenance to Fire Lane #288 than may be required by other uses on any properties abutting Fire Lane #288 other than the Property. While Developer’s Project is

the only structure or use accessing the road, Developer has the discretion to improve the road or maintain its current state, provided that any improvements involving paving the surface of the road must be performed in accordance with the current road standards in the Town's ordinances to the maximum extent practicable.

3. Snow Plowing. Developer consents to assuming all obligation (including any of the Town) to snow plow Fire Lane #288 at all times as required for the operation of a commercial retreat and event center or for other uses on the Property so long as the Property is used as a commercial retreat and event center or substantially similar use. Developer acknowledges that the Town of Sebago will not plow snow at any time that such plowing is required by a commercial retreat and event center or other substantially similar use on the Property. Developer will make no claim or demand upon the Town to snow plow, now, or in the future, and it will hold the Town harmless from any demand for such plowing that may be necessary for uses on the Property. All plowing will be at the discretion of the Developer and the Town may not make a demand upon Developer to plow Fire Lane #288.

4. Insurance. For all periods of time that Developer is working on Town land, including the Town right of way for Fire Lane #288, the Construction Companies that are performing the actual road work shall have, and maintain (and produce for inspection) proof of adequate and reasonable Comprehensive General Liability (CGL) insurance coverage. Developer need not have their own independent insurance policy. The CGL policy said Construction Companies must name the Town as an additional insured.

5. Permanent Utilities. Developer, if required by the Town as part of its permitting process for the Project, may install and maintain permanent utility services (including but not limited to power, telephone, cable and water) within, over, and under the Town right of way but Developer assumes the entire costs for the installation, repair and maintenance of any and all such utilities. If installed, the Town shall provide, as may be required, a separate easement for such utilities.

6. Road Name. The Town (CEO) and Developer will meet, discuss and propose a new permanent name for Fire Lane #288 to replace its Fire Lane designation. The new name must be accepted by the Select Board; however, the Select Board's final approval of Developer's road name request will not be unreasonably denied.

7. Term of Agreement. Subject to termination in accordance with Paragraph 8 herein, this Agreement shall remain in effect, as long as the Property is used for a commercial retreat and event center or for a substantially similar use, or for any other Town-approved use by the below-signed Developer.

8. Termination. Unless sooner terminated by mutual agreement of the parties, this Agreement shall terminate upon the occurrence of either of the following: (1) the discontinuance of the use of the Property as a commercial retreat and event center or substantially similar use for more than two (2) years; or (2) the discontinuance of Fire Lane # 288 by the Town of Sebago pursuant to 23 M.R.S. § 3026-A or successor provision of the Maine Revised Statutes. Developer may terminate this agreement should there become additional commercial or

residential uses on any properties abutting Fire Lane #288 other than the Property that would substantially increase the level of traffic on the road.


9. Town Meeting Approval. This Agreement is subject to approval by the Board of Selectmen of the Town of Sebago, and subsequent ratification by a special Town meeting. The Select Board agrees to move for the earliest special Town meeting possible and place an article on the next warrant issued for such ratification and agrees to use its reasonable best efforts to secure its passage.

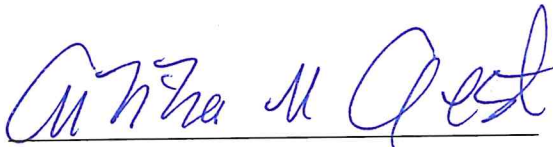
10. Successors and Assigns. This Agreement shall be binding upon the Parties' successors and assigns.


11. Recording. This Agreement shall be recorded in the Cumberland County Registry of Deeds at the Town's expense.


Dated this 5 day of SEPTEMBER 2023 at Sebago, Maine.

WITNESS:

  
Signature

  
Signature

  
Signature

  
Signature

WITNESS:


TOWN OF SEBAGO

By:

  
Philip Lowe  
Select Board, Chair

  
Barry Jordan  
Select Board, Vice Chair

  
Charles Frechette  
Select Board member

  
Scott Douglas  
Select Board member

LAZY ACRES, LLC

By:

Signature

Signature

Wendy Aronsson

Its Member

Adam Nappi

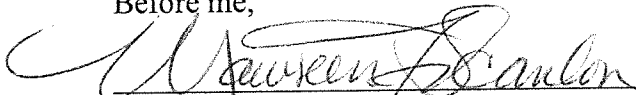
Its Member

STATE OF MAINE  
CUMBERLAND, ss.

September 5, 2023

Then personally appeared the above named Select Board members Philip Lowe, Barry Jordan, Charles Frechette and Scott Douglas, and acknowledged the foregoing instrument to be their free act and deed and the free act and deed of the Town of Sebago in the Select Board's authority to act herein on its behalf.

Before me,

  
Notary Public/~~Attorney at Law~~

MAUREEN F. SCANLON  
Print Name

MAUREEN F. SCANLON  
Notary Public, Maine  
My Commission Expires October 24, 2028


SEAL

STATE OF MAINE  
CUMBERLAND, ss.

September 5, 2023

Then personally appeared the above named Wendy Aronsson and Adam Nappi, as the sole members of Lazy Acres, LLC, and acknowledged the foregoing instrument to be their free act and deed and the free act and deed of the Lazy Acres, LLC and their authority to act herein.

Before me,

  
Notary Public/~~Attorney at Law~~

MAUREEN F. SCANLON  
Print Name

MAUREEN F. SCANLON  
Notary Public, Maine  
My Commission Expires October 24, 2028

SEAL

**Town of Sebago**  
**Special Town Meeting - September 26, 2023**  
Article 3 Information

On September 5, 2023, the Board of Selectmen heard a presentation from the Sebago Broadband Committee and Mission Broadband on the availability of internet connectivity in the town of Sebago.

**Unserved / Underserved Internet Connectivity in Town of Sebago**

The Town of Sebago has 262 homes classified by MCA as “unserved / no connection”, with the remaining homes classified as “underserved.” Town of Sebago is eligible to apply for the MCA Connect the Ready Cohort 2 Grant to assist in providing reliable broadband connectivity to unserved areas. The fiber internet service will be available to all residents and businesses in Town of Sebago served by public utilities.

**Sebago Fiber & Wifi, LLC**

At the September 5 meeting, the Board of Selectmen voted to select Sebago Fiber & Wifi LLC as the ISP (Internet Service Provider) partner for the Town of Sebago. Sebago Fiber will prepare and submit the grant application to provide Fiber broadband service to the Town of Sebago.

**MCA Connect the Ready Cohort 2 Grant**

The Board of Selectmen voted to authorize a town contribution of \$217,000 towards the project, subject to voter approval at town meeting. The town will receive Indefeasible Right of Use for a fiber connecting all identified town facilities. A financial contribution is made by the town and ISP to be eligible for the grant award, and the contribution is contingent upon the award of the MCA grant.

Sebago Fiber will match the town contribution, and the grant will fund the remaining cost of building a “fiber to the home” (FTTH) network for the Town of Sebago. The network will be extended to benefit other unserved areas bordering the Town of Sebago at no cost to the Town of Sebago

**Project Funding**

Contributor	\$ Contributed	Purpose
Town of Sebago	\$217,000	Minimum Grant Contribution, Receive Municipal Fiber IRU Asset
Sebago Fiber	\$336,000	Combine with Town contribution to achieve Maximum Grant Contribution, increases likelihood of grant award
MCA Connect the Ready Cohort Grant	~ \$3M	Remaining Project Cost

**Who Will Be Covered?**

This project will provide universal broadband coverage to all homes and businesses within the Town of Sebago who are served by public utility lines, as well as areas of surrounding towns (North Baldwin, Naples, and Bridgton) who are served by connected utility lines.

**Town of Sebago**  
**Special Town Meeting - September 26, 2023**  
Article 3 Information

**About Sebago Fiber**

- **We Live & Work Locally** - Sebago Fiber is a local, family-owned company committed to providing reliable fiber internet service to Maine communities
- **Excellent Customer Service** - We strive to provide fast, simple customer service that does not require customers to drive to Portland or wait on the phone for hours
- **Transparent Pricing** - view rates online at any time, no surprise rate increases
- **Service Guarantees** - Our service guarantees and speeds are publicly available.

**Fiber Internet Service from Sebago Fiber**

Beginning as early as July 2024, Town of Sebago residents would have the choice of a fiber internet plan from Sebago Fiber. Sebago Fiber uses a phased-build approach based on demand. Areas with the most committed customers will be built and turned on first.

**Fiber Essentials - \$75**

Speed 100/100 - Suitable for households for general computer use and basic streaming services

**Fiber 1G - \$99.99**

Speed 1G/1G - Households with many devices or serious streaming will prefer the Fiber 1G plan

**Fiber 2G - \$149.99**

Speed 2G/2G - Best for serious home gamers, multi-media professionals, very large families

**Affordability Plan - \$0\***

Speed 50/10 - Sebago Fiber participates in the Federal Affordable Connectivity Program in your community. \*The Affordability Plan is available for households eligible for the federal ACP program.

**What's Included**

**Free Installation**

Households and businesses who sign up for service during the grant eligibility period will receive free installation (grant award dependent).

**WiFi Router for Residential Customers**

Residential Customers receive a mesh-capable WiFi 6 router which will be owned and maintained by Sebago Fiber. There is no rental fee for this unit.

**Local, Fast Customer Support**

Support is provided by local, community-based technicians. We're available for quick responses via email - no need to wait on the phone for hours or drive to an office.