

Flatground Road Expenses:

Equipment: \$ 13,279.00

Payroll/Taxes: \$ 6,344.36

Materials: \$ 7,372.00

Total Cost YTD: \$26,995.36

Budget: \$20,000.00

Paid to date: -\$19,815.36

Current material bills: \$ 7,180.00

Balance to approve: \$ 6,995.36

Related Articles as voted on

June 2018 Annual Town Meeting:

ARTICLE 26-A: To see if the Town will vote to allow the Selectmen to enter into the following agreement with property owners on Flat Ground Road.

This Agreement entered into with an effective date of _____, 2018 by and among THE INHABITANTS OF THE TOWN OF ACTON, a Maine municipal corporation (the Town), and _____ being all of the owners of property located on Flat Ground Road in said Town of Acton (the Landowners).

The purpose of this Agreement is to clarify the status of Flat Ground Road (the Road) and to establish the extent of the Town's responsibility to improve and maintain the Road.

For the purposes of this Agreement only, the parties agree that the following facts are true:

1. In April, 1862 what is now Flat Ground Road was laid out as a public way.
2. At a town meeting held on March 12, 1960 the Town voted to close Flat Ground Road subject to gates and bars.
3. In the mid to late 1960's the Town resumed maintenance activities on the Road.
4. In 1978 the Road appeared on a list of private roads compiled by the Board of Selectmen in connection with a statement of policy regarding winter maintenance of private roads.
5. In 2005 the Town stopped maintaining the Road to comply with the directive of the Maine Supreme Judicial Court entered in Opinion of the Justices of the Supreme Judicial Court, 560 A.2d 552 (Me. 1989) that municipalities violated the "public purpose" limitation of the Maine Constitution by using municipal funds to maintain private roads.

The Town contends that the events described in Item 2 above constituted a discontinuance of the Road with the result that the Road was thereafter a private way subject to a public easement. The Town further contends that this interpretation is supported by the events described in Items 4 and 5.

The Landowners contend alternatively (i) that the events described in Item 2 constituted a temporary closing of the Road and not a discontinuance so that the Road retained its status as a public way; or (ii) that the events described in Item 2 constituted an attempt to discontinue the Road which was ineffective due to failure to comply with the requirements of Title 23 M.R.S. §3026 with the result that the Road remained a public way; or (iii) the Town's continuing maintenance post discontinuance acted to restore the Road's status as a public way.

The parties acknowledge and agree that a genuine dispute exists regarding the status of the Road and the parties desire to avoid the costs and uncertainties of potential litigation by entering into this Agreement. Therefore, the parties agree as follows:

1. The Town shall repair and improve the Road and its drainage facilities by filling, grading and ditching up to a maximum cost of \$20,000. The work to be performed pursuant to this item will not include widening the traveled way or altering the surface materials of the traveled way.
2. The Town shall hereafter maintain the Road by grading and repairing the surface of the traveled way and repairing the drainage facilities as needed. Winter maintenance shall include snow plowing.
3. The Landowners shall provide the Town with any easements or other rights of access, whether permanent or temporary, which the Town in its discretion deems necessary to the performance of the work required by Items 1 and 2.
4. By their signatures here on the Landowners, for themselves and their heirs, successors and assigns, do hereby waive and release any claim, whether based upon the facts set forth above or any other facts known or unknown, that the Town has any obligation to repair or maintain the Road beyond those obligations undertaken by the Town in this agreement.

Board of Selectmen Recommends: Approve the article as written (3-0)

Warrant and Finance Recommends: Approve the article as written (5-1)

Article passed with an amendment to enter into the agreement with property owners on Flatground Road ending at Map 227 Lot 001, currently owned by Irene Snyder

ARTICLE 26-B: To see if the Town will vote to raise and appropriate **\$20,000** for **repairs and improvements to Flat Ground Road**, contingent upon the Town and property owners reaching agreement as previously voted upon in Article 26-A.

Board of Selectmen Recommends: Approve the article as written (3-0)

Warrant and Finance Recommends: Approve the article as written (6-0)

Article passed as written