

# MAINE STATE LEGISLATURE

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**LAWS**

OF THE

**STATE OF MAINE**

AS PASSED BY THE

ONE HUNDRED AND FOURTEENTH LEGISLATURE

**FIRST REGULAR SESSION**

December 7, 1988 to July 1, 1989

THE GENERAL EFFECTIVE DATE FOR  
NON-EMERGENCY LAWS IS  
SEPTEMBER 30, 1989

PUBLISHED BY THE REVISOR OF STATUTES  
IN ACCORDANCE WITH MAINE REVISED STATUTES ANNOTATED,  
TITLE 3, SECTION 163-A, SUBSECTION 4.

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J.S. McCarthy Company  
Augusta, Maine  
1989

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**RESOLVES**  
**OF THE**  
**STATE OF MAINE**

**AS PASSED AT THE**  
**FIRST REGULAR SESSION**

**of the**  
**ONE HUNDRED AND FOURTEENTH LEGISLATURE**

**1989**

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2005 - Knox-Lincoln Extension Service	
Contractual Services	28,690
2025 - Employee Benefits	
Contractual Services:	
Maine State Retirement System	6,000
Health Insurance	180,500
Group Life Insurance	250
Federal Insurance Contributions Act	116,730
Workers' Compensation Insurance	137,500
Unemployment Compensation	8,000
Retired Employees Benefits	39,516
Retirement Benefits	25,000
Resignation Benefits	10,000
Vacation Leave Benefits	15,000
Administration Expense	400
2035 - Knox-Lincoln Soil Conservation	
Contractual Services	10,904
2040 - County Copiers	
Contractual Services	3,300
Commodities	3,300
Capital Expenditures	3,000
2045 - Program Grants	
Contractual Services:	
Eastern Maine Development District	4,500
Resource, Conservation and Development	750
Eastern Midcoast Planning Commission	1,000
2050 - Insurance	
Contractual Services	127,055
2060 - Airport - Maintenance	
Personal Services	72,440
Contractual Services	25,160
Commodities	5,300
Capital Expenditures	38,700
2061 - Airport Advisory Committee	
Contractual Services	200
2085 - Postage Meter	
Contractual Services	1,650
Commodities	50
<b>TOTAL GENERAL FUND</b>	<u>\$2,826,036</u>

; and be it further

**Sec. 3. Summary. Resolved:** That the figures appearing in this resolve represent the total amount of taxes and the total specific expenditures authorized for the calendar year 1989. The following is a summary of revenues and appropriations:

Total Appropriations	\$2,826,036
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Available Credits:

Estimated Revenue	\$338,302
Jail - Department of Corrections	26,416
Transfer from Surplus	<u>42,571</u>
Total Available Credits	<u>407,289</u>
Amount to be raised by taxation	\$2,418,747

**Emergency clause.** In view of the emergency cited in the preamble, this resolve shall take effect when approved.

Effective June 27, 1989.

**CHAPTER 47**

**S.P. 617 - L.D. 1712**

**Resolve, Authorizing the Director of the Bureau of Public Lands to Convey Certain State Property Within the City of Biddeford**

**Director of the Bureau of Public Lands authorized to convey. Resolved:** That the Director of the Bureau of Public Lands is authorized to convey certain land as provided in the following agreement with the inhabitants of the City of Biddeford.

**BUREAU OF PUBLIC LAND  
DEPARTMENT OF CONSERVATION**

**PURCHASE AND SALES AGREEMENT**

THIS AGREEMENT, is by and between the State of Maine, acting through its Bureau of Public Lands, Department of Conservation (hereinafter referred to as the "State"), and the Inhabitants of the City of Biddeford, Maine (hereinafter collectively referred to as the "Grantee"), in accordance with the provisions of 30 M.R.S.A. Section 4169 and subject to the following terms and conditions:

(1) Subject to the terms hereof, the State shall convey all of its right, title and interest in and to a certain lot or parcel of land, (hereinafter referred to as the "premises"), as described in Exhibit A attached hereto.

(2) The conveyance of the lot forming the premises shall be by deed to the Inhabitants of the City of Biddeford, Maine. No further obligation of the State of Maine, expressed or implied, is contained in this Agreement; and the Inhabitants of the City of Biddeford, Maine do hereby waive all claims or causes of action against the State of Maine, its agents or employees, relating to its or their management, ownership or administration of the premises. The inhabitants of the City of Biddeford do hereby indemnify, defend and hold harmless the State, its agents and employees with respect to any cost or liability arising out of the management,

ownership or administration of the premises or of the neighboring property owned by the city.

(3) The grantee shall, at the time of closing, pay to the State, the sum of \$45,500 by certified or bank check payable to the Treasurer of the State of Maine. The grantee shall also, prior to closing, arrange and pay for a survey, legal description and deed for the premises in a form satisfactory to the State.

(4) The State shall convey the property by quitclaim deed without covenant.

(5) The date of closing shall be within 30 days following the effective date of legislation authorizing this sale (the effective date is 90 days following adjournment of the Legislature.)

(6) If for any reason the Grantee shall fail to meet the terms of this Agreement, in whole or in part, the agreement shall be terminated, subject to renegotiation at the discretion of the Director of the Bureau.

(7) The grantee hereby acknowledges that it has had an opportunity to inspect the property or has voluntarily waived such opportunity and that it understands and accepts the property and the terms of sale as represented herein.

(8) The parties hereby acknowledge that Legislative authority is necessary to permit the terms hereof to be performed by the State, and that this Agreement, therefore, is made contingent upon the granting of such authority. In the event that the 114th session of the Legislature does not approve legislation authorizing this sale, this Agreement shall terminate on the date of legislative adjournment of the regular session in 1989.

(9) The Grantee hereby certifies that it has full power and authority to act on behalf of the Grantee and that its signature affixed hereto binds the Grantee to the terms of this Agreement. In the event the Grantee shall default for any reason, in whole or in part, the agreement shall be terminated, subject to renegotiation by the Director of the Bureau at his sole discretion.

(10) The Grantee accepts the premises and any improvements thereon "as is," and without any representation or warranty as to any of the property, its condition or any matter not explicitly provided for in this Agreement. If any approval or permit of any governmental entity is necessary to the conveyance of the premises as provided for herein, the Grantee will make all arrangements, at his cost, to secure such approval(s) or permit(s), and the State shall cooperate in connection therewith but without cost to it.

(11) Notwithstanding any provision hereof, the State shall not convey any land or interest therein which comprises a public road or a great pond.

(12) This document constitutes the entire agreement between the parties; all amendments shall be in writing and executed by the parties hereto.

(13) The purpose of this agreement is to convey any interest, if any, that the State of Maine, may have acquired in and to said premises by escheat from the estate of Beryl Hooper, and to resolve a title defect in the property.

FOR THE STATE:

FOR THE GRANTEE:

Michael Cantara, Mayor  
Attorney in Fact for the  
Inhabitants of the City  
of Biddeford

Date: \_\_\_\_\_ Date: \_\_\_\_\_

EXHIBIT A

PARCEL #1

A certain lot or parcel of land situated on the Northerly side of the Andrews Road in the City of Biddeford, County of York, State of Maine more particularly bounded and described as follows:

Beginning at an iron pipe at the intersection of the North-easterly sideline of the Andrews Road with the Southeasterly sideline of what was formerly the Drews Mills Road, now discontinued, said iron pipe being the southwesterly corner of land herein described.

Thence, N 35°-35'-35" E along said former location of the Drews Mills Road, a distance of one thousand six hundred three and fifty-five hundredths (1603.55) feet to an iron pipe and land now or formerly of Charles W. Smith, as described in Book 769 page 308;

Thence, S 54°-41'-40" E along said land now or formerly of Smith, a distance of six hundred seventy-nine and sixty-one hundredths (679.61) feet to a point, said point being the Southwest corner of land conveyed by Fillmore Hooper and Mary O. Hooper to Emile P. Drouin by deed dated July 13, 1953 and recorded in the York County Registry of Deeds in Book 1230 page 513, and land now or formerly of the City of Biddeford, being the first parcel of land described in a deed from the Casco Bank & Trust Co., to the City of Biddeford, dated November 24, 1982 and recorded in the York County Registry of Deeds in Book 3014 page 48;

Thence, S 55°-15'-50" E along said land now or formerly of the City of Biddeford, a distance of six hundred sixty-eight and eight hundredths (668.08) feet to a point and land now or formerly of Claude P. Dubois and Claire M. Dubois, as described in Book 2302 page 332 and Book 2302 page 335;

Thence, S 35°-32'-40" W along said land now or formerly of Dubois, a distance of three hundred forty-seven and five hundredths (347.05) feet to a point, said point being the Northerly corner of land conveyed by Frank C. Moulen, Sr., to Emile Drouin by deed dated November 24, 1954 and recorded in the York County Registry of Deeds in Book 1271 page 569, and land now or formerly of the City of Biddeford, being the second parcel of land described in said deed from the Casco Bank & Trust Co.;

Thence, S 36°-31'-15" W along said land now or formerly of the City of Biddeford, a distance of four hundred twenty-nine and eighty-two hundredths (429.82) feet to a point, said point being the Easterly corner of land conveyed by Mary O. Hooper to Emile Drouin by deed dated November 6, 1953 as recorded in the York County Registry of Deeds in Book 1241 page 389, and other land now or formerly of the City of Biddeford, as described in Book 1361 page 345;

Thence, N 55°-28'-45" W along said other land now or formerly of the City of Biddeford, a distance of two hundred and no hundredths (200.00) feet to a point;

Thence, N 55°-48'-45" W along said other land now or formerly of the City of Biddeford, a distance of two hundred fifty-seven and no hundredths (257.00) feet to a point, said point being the Easterly corner of land conveyed by Frank C. Moulén, conservator of Mary O. Hooper, to Emile Drouin and Theresa Drouin by deed dated April 22, 1958 and recorded in the York County Registry of Deeds in Book 1376 page 101, and other land now or formerly of the City of Biddeford, being the third parcel in said deed from the Casco Bank & Trust Co. to the City of Biddeford, dated November 24, 1982 and recorded in the York County Registry of Deeds in Book 3014 page 48;

Thence, N 55°-48'-45" W along said other land now or formerly of the City of Biddeford, a distance of two hundred ninety and no hundredths (290.00) feet to a point;

Thence, S 35°-40'-25" W along said other land now or formerly of the City of Biddeford, a distance of six hundred sixty-two and seventy-six hundredths (662.76) feet to a point and said Northeasterly sideline of the Andrews Road;

Thence, N 79°-52'-40" W along said Northeasterly sideline of the Andrews Road, a distance of one hundred twenty-three and forty-one hundredths (123.41) feet to a point;

Thence, N 68°-23'-00" W along said Northeasterly sideline of the Andrews Road, a distance of three hundred forty-five and ninety-two hundredths (345.92) feet to a point;

Thence, N 63°-34'-55" W along said Northeasterly sideline of the Andrews Road, a distance of one hundred forty-eight and one hundredth (148.01) feet to an iron pipe and the point of beginning.

Said Parcel contains 34 Acres, more or less.  
Said Bearings refer to Grid North-Maine Coordinate System-West Zone.

Said herein described parcel being subject to various right-of-ways of record.

Being a portion of Parcel "A" as shown on a "Plan Showing a Standard Boundary Survey made for the City of Biddeford, Maine, on the Andrews Road in Biddeford, Maine", dated July 26, 1988 by the City of Biddeford, Maine Engineering Department, File No. TD 811.

Being a portion of the premises conveyed by Harriet Hooper to Fillmore Hooper by deed dated October 29, 1908 and

recorded in the York County Registry of Deeds in Book 570 page 522, and being a portion of the premises conveyed by Fillmore Hooper to Mary O. Hooper by deed dated October 28, 1921 and recorded in the York County Registry of Deeds in Book 697 page 23.

#### PARCEL #2

A certain lot or parcel of land situated Northeasterly of but not adjacent to the Andrews Road in the City of Biddeford, County of York, State of Maine, more particularly bounded and described as follows:

Beginning at a point marking the Easterly corner of land now or formerly of the City of Biddeford, being the first parcel in a deed from the Casco Bank & Trust Co. to the City of Biddeford, dated November 24, 1982 and recorded in the York County Registry of Deeds in Book 3014 page 48, said point also being the Easterly corner of land conveyed by Fillmore Hooper and Mary O. Hooper to Emile P. Drouin by deed dated July 13, 1953 and recorded in the York County Registry of Deeds in Book 1230 page 513;

Thence, N 54°-10'-00" W along said land now or formerly of the City of Biddeford, a distance of three hundred ninety-eight and seventy-two hundredths (398.72) feet to a point and land now or formerly of Charles W. Smith, as described in Book 664 page 170;

Thence, N 31°-58'-10" E along said land now or formerly of Smith, a distance of one hundred forty and ninety-six hundredths (140.96) feet to a point;

Thence, S 55°-23'-35" E along said land now or formerly of Smith, a distance of two hundred fifteen and twenty-four hundredths (215.24) feet to a point;

Thence, S 49°-00'-35" E along said land now or formerly of Smith, a distance of one hundred ninety-three and eight hundredths (193.08) feet to a point and land now or formerly of Clair's Inc., as described in Book 3444 page 48;

Thence, S 35°-30'-10" W along said land now or formerly of Clair's Inc., and along land now or formerly of Claude P. Dubois and Claire M. Dubois, as described in Book 2302 page 332 and 335, a distance of one hundred twenty-seven and eighty-nine hundredths (127.89) feet to the point of beginning.

Said parcel contains 1.3 Acres, more or less. ;  
Said bearings refer to Grid North-Maine Coordinate System-West Zone.

Said herein described parcel being Parcel "E" as shown on a "Plan Showing a Standard Boundary Survey made for the City of Biddeford, Maine, on the Andrews Road in Biddeford, Maine", dated July 26, 1988 by the City of Biddeford, Maine Engineering Department, File No. TD 811.

Said herein parcel being the same premises conveyed by George P. Waterhouse to Fillmore Hooper by deed dated December 5, 1916 and recorded in the York County Registry of Deeds in Book 650 page 226, and being a portion of the

premises in a deed from Fillmore Hooper to Mary O. Hooper, dated October 28, 1921 and recorded in the York County Registry of Deeds in Book 697 page 23.

### PARCEL #3

A certain lot or parcel of land situated Northeasterly of but not adjacent to the Andrews Road in the City of Biddeford, County of York, State of Maine, more particularly bounded and described as follows:

Beginning on the southwesterly side of said road at the corner of land formerly of William H. Hutchins; thence southwesterly by said Hutchins land eighty (80) rods to corner of land formerly owned by O.D. Dolliff thence northwesterly by said Dolliff land to land formerly owned by Joshua Hooper, now land of grantee; thence northeasterly by said Hooper land and across said road, one hundred and five (105) rods, more or less to a corner; thence northwesterly by said Hooper land forty (40) rods, more or less to a corner, thence northeasterly twenty-four (24) rods to a corner, thence northwesterly four (4) rods to a corner; thence northeasterly by land formerly owned by M.M. Miliken, twenty-two (22) rods to land of Joseph Hill; thence southeasterly by said Hill land forty-four (44) rods to a corner; thence northeasterly two (2) rods to a corner; thence southeasterly by land of E. W. Staples thirty (30) rods, more or less, to a corner; thence northeasterly by said Staples land sixty (60) rods, more or less, to a corner; thence southeasterly by said Staples land fifty (50) rods more or less, to a corner; thence southwesterly in a straight line one hundred and thirty-three (133) rods, more or less, to the point of beginning.

### EXCEPTING FROM THE ABOVE DESCRIBED PARCEL OF LAND THE FOLLOWING PARCELS OF LAND:

A certain lot or parcel of land situated in Biddeford, beginning at a corner of stone wall bounded by a stone wall fence one hundred rods northeast more or less to an iron post, thence thirty rods more or less southeast bounded by a stone wall fence to corner, thence one hundred rods more or less southwest to a corner on a big rock on the old Drews Mills road, thence on the Andrews road so-called, thirty rods, more or less by a stone wall fence going west to the corner of beginning.

Also, a certain lot or parcel of land situated in said Biddeford on the southerly side of the Andrews Road, so-called, and being bounded and described as follows: Beginning on the southerly side of the Andrews Road at the division line between land herein conveyed and land of one Moulen said line being marked by a stone wall set back from said road; thence turning and running along said road in a southeasterly direction 80 rods more or less to line of land of one Lamothe, said line being marked by a stone wall, and being approximately one foot southeasterly from a large elm tree; thence turning and running in a southwesterly direction by said Lamothe land along a stone wall fence and a line ditch 176 rods more or less to a large pine tree and corner of land of Lamothe, the land herein conveyed and land of one Norman; thence turning and running in a northwesterly direction by

said Norman land, said line being marked by a ditch; said ditch being on the land herein granted, 80 rods, more or less, to a corner; thence turning and running in northeasterly direction by land of said Norman and by land of one Moulen, the said line being marked by a ditch on the land herein granted for a portion of the way, and also marked for a portion of the way by a stone wall, a distance of 176 rods, more or less to the Andrews Road and point of beginning.

Also, a certain lot or parcel of land located in Biddeford, and bounded and described as follows: Beginning at the southwesterly corner of land of the grantee and the southeasterly corner of the land herein granted and at the line of one Norman; thence in a northeasterly direction by other land of Moulen across the Andrews Road, so-called, by land of one Welch approximately one hundred forty (140) rods more or less to other land of the grantor; thence turning and running in a northwesterly direction by other land of the grantor approximately forty (40) rods, be the same more or less, to an iron pipe driven into the ground and other land of the grantor; thence turning and running in a southerly direction and by other land of the grantor and crossing the Andrews Road a distance of one hundred forty (140) rods, be the same more or less, to an iron pipe driven into the ground and land of one Norman; thence turning and running in an easterly direction by said Norman's land approximately forty (40) rods, be the same more or less, to land of the grantee and the point of beginning.

Also, a certain lot or parcel of field land situated in Biddeford, Maine and being a part of the home farm of the grantors, bounded and described (sic) as follows: beginning at the northeasterly corner of land now or formerly of one McIntire; thence by other land of the grantors in a nearly northeasterly direction seven hundred feet (700) to other land of the grantors; thence at nearly right angles and running in a generally southerly direction six hundred fifty-nine feet (659) to other land of grantors; thence turning at nearly right angles and running in a generally northwesterly direction six hundred feet (600) to other land of the grantors; thence at nearly right angles with the last described line and running in a generally northerly direction by other land of the grantors and land now or formerly of said McIntire six hundred sixty-three feet (663) to point of beginning. Said premises being completely surrounded by an old stone wall.

Also, land situated in Biddeford, b. Beginning at an oak tree on E. side of Andrews Road & at southwest corner of conveyed lot and land of Ham; thence northwest by said road 500 feet, more or less to an iron post; thence north by Lucein Bourque land 1200 feet, more or less to and (sic) iron post; thence northeast by land of Mary O. Hooper, 500 feet, more or less to an oak tree; thence southwest 1200 feet more or less to land of Ham, oak tree & point of beginning.

The descriptions of Parcel #3 and its exceptions listed above have been copied verbatim from the following deeds recorded in the York County Registry of Deeds; Book 616 page 47, Book 1131 page 78, Book 1152 page 404, Book 1162 page 169, Book 1230 page 513 and Book 1397 page 558.

Being a portion of the premises conveyed by Onesime Brunelle to Fillmore Hooper by deed dated April 22, 1913 and recorded in the Y.C.R.D. in Book 616 page 47, and being a portion of the premises conveyed by Fillmore Hooper to Mary O. Hooper by deed dated October 28, 1921 and recorded in the Y.C.R.D. in Book 697 page 23

**PARCEL #4 + #5**

A certain lot or parcel of land situated in said Biddeford bounded and described as follows. Commencing at the southeasterly corner of land of Daniel Smith and William Hutchins; thence southwesterly 13 1/2 rods; thence northwesterly by land of Octavus D. Dolliff about thirty rods; thence northeasterly by land of said Dolliff 13 1/2 rods; thence southeasterly by land of the said Smith about 30 rods to point of beginning, said land containing two and one half acres, more or less.

Being a portion of the premises conveyed by Onesime Brunelle to Fillmore Hooper by deed dated October 15, 1913 and recorded in the York County Registry of Deeds in Book 627 page 151, and being a portion of the premises conveyed by Fillmore Hooper to Mary O. Hooper by deed dated October 28, 1921 and recorded in the York County Registry of Deeds in Book 697 page 23.

Also, a certain lot of land situated in said Biddeford and described as follows, viz: Beginning on the Mill stone rock by land formerly owned by George Buzzell; thence southeast by said Buzzell's land thirty and one half rods to a stake in the Heath; thence southwest twenty-five and two-thirds rods to a stake by a rock; thence northwest thirty and one half rods to a stake near a white oak tree spotted; thence north east twenty-five and two thirds rods to the place of beginning; containing six acres be the same more or less.

Being a portion of the premises conveyed by Onesime Brunelle to Fillmore Hooper by deed dated October 15, 1913 and recorded in the York County Registry of Deeds in Book 627 page 151, and being a portion of the premises conveyed by Fillmore Hooper to Mary O. Hooper by deed dated October 28, 1921 and recorded in the York County Registry of Deeds in Book 697 page 23.

See title page for effective date.

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**CHAPTER 48**

**H.P. 1149 - L.D. 1603**

**Resolve, to Clear Title or to Secure a Release of Property from the State**

**Authority to convey. Resolved:** That the Director of the Bureau of Public Lands shall convey to Gerald H. Briggs and Elizabeth G. Briggs the State's interest in a certain parcel of land in Bangor. The State's interest shall be conveyed at the cost of the State's initial investment in the property and associated title transfer costs. The parcel of land is described as follows:

A certain lot or parcel of land, together with the buildings thereon, situated in Bangor, Penobscot County, State of Maine, bounded and described as follows, to wit:

Beginning at Number 6 iron rebar located at the northwesterly sideline of Stillwater Avenue at the southeasterly corner of land now or formerly of Statewide Floor Waxing, Inc. as described in Penobscot County Registry of Deeds in Book 2232, Page 464; thence N 10° 13' 08" W through a one inch bolt, One Thousand Three Hundred Seventy-Seven and Forty-Two Hundredths Feet (1,377.42'), more or less, to a Number 6 iron rebar, thence N 5° 01' 22" E, Six Hundred Sixty and Seventy-Four Hundredths (660.74'), more or less to a Number 6 iron rebar; thence S 59° 35' 00" E Three Hundred Forty-Seven and Sixty Hundredths Feet (347.60'), more or less, through a Number 6 iron rebar to a Number 6 iron rebar at the northeasterly corner of land of Helen Gardner described in said Registry in Book 3958, Page 309; thence S 30° 25' 00" W One Hundred Nine and Eighty-Four Hundredths Feet (109.84'), more or less, to a Number 6 iron rebar; thence S 58° 27' 35" E Six Hundred Sixty-Six and Fifty-One Hundredths Feet (666.51'), more or less, to a Number 6 iron rebar; thence S 32° 03' 49" W Two Hundred Feet (200'), more or less, to a Number 6 iron rebar; thence S 57° 56' 11" E Two Hundred Ten Feet (210'), more or less, to a Number 6 iron rebar at the northwesterly sideline of Stillwater Avenue; thence S 32° 03' 49" W, along the northwesterly sideline of Stillwater Avenue One Thousand Three Hundred Thirteen and Eighty-Six Hundredths Feet (1,313.86'), more or less, to the point of beginning. Being 22.53 acres more or less. Bearings in this paragraph are based upon a Standard Boundary Survey conducted by Richard N. Perry, Jr., dated November 18, 1986.

See title page for effective date.

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**CHAPTER 49**

**H.P. 1262 - L.D. 1758**

**Resolve, for Laying of the County Taxes and Authorizing Expenditures of Penobscot County for the Year 1989**

**Emergency preamble.** Whereas, Acts and resolves of the Legislature do not become effective until 90 days after adjournment unless enacted as emergencies; and

**Whereas,** Penobscot County has certain expenses and liabilities which must be met as they become due; and

**Whereas,** it is necessary that the taxes for the year 1989 hereinafter mentioned be immediately assessed in order to provide the required revenue for the county; and

**Whereas,** in the judgment of the Legislature, these facts create an emergency within the meaning of the