

MAINE STATE LEGISLATURE

The following document is provided by the
LAW AND LEGISLATIVE DIGITAL LIBRARY
at the Maine State Law and Legislative Reference Library
<http://legislature.maine.gov/lawlib>



Reproduced from electronic originals
(may include minor formatting differences from printed original)

LAWS
OF THE
STATE OF MAINE

AS PASSED BY THE

ONE HUNDRED AND TWENTY-SEVENTH LEGISLATURE

FIRST REGULAR SESSION
December 3, 2014 to July 16, 2015

THE GENERAL EFFECTIVE DATE FOR
FIRST REGULAR SESSION
NON-EMERGENCY LAWS IS
OCTOBER 15, 2015

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

Augusta, Maine
2015

**REVISOR'S REPORT
2013**

CHAPTER 2

Sec. 1. 1 MRSA §72, sub-§10 is corrected to read:

10. Land or lands. "Land" or "lands" ~~include in-~~cludes lands and all tenements and hereditaments connected therewith, and all rights thereto and interests therein.

Sec. 2. 1 MRSA §72, sub-§§23 and 24 are corrected to read:

23. Sworn. "Sworn," "duly sworn" or "sworn according to law," used in a statute, record or certificate of administration of an oath, ~~refer~~ refers to the oath required by the Constitution or laws in the case specified, and ~~include~~ includes every necessary subscription to such oath.

24. Timber and grass. "Timber and grass," when used in reference to the public reserved lots, so called, in unorganized territory in the State, ~~mean~~ means all growth of every description on said lots.

EXPLANATION

These sections correct clerical errors.

Sec. 3. 3 MRSA §2, last ¶, as enacted by PL 1989, c. 68, Pt. C, §1, is corrected to read:

Legislators ~~can~~ may purchase one set of the Maine Revised Statutes Annotated at the State's cost, which ~~shall~~ may not be resold.

EXPLANATION

This section makes grammatical changes.

Sec. 4. 5 MRSA §7083, sub-§6, as enacted by PL 1985, c. 785, Pt. B, §38, is corrected to read:

6. Procedure. Any member of the appeals board may administer oaths and subpoena and require the attendance of witnesses and the production of books, papers, public records and other relevant documentary evidence or certified copies of the evidence by the department head pertinent to the dispute and shall do so if requested in writing by any party to the dispute or ~~his~~ the party's representative. A witness summonsed by subpoena ~~shall be~~ is entitled to witness fees and travel allowance in the amount allowed for appearance in District Court, the costs of which ~~shall~~ must be advanced by the party requesting the subpoena prior to issuance of the subpoena. A state employee ~~subpoenaed~~ subpoenaed under this subsection ~~shall~~ may not lose pay to which ~~he~~ the employee would otherwise be entitled.

EXPLANATION

This section corrects a clerical error and gender-specific language and makes grammatical changes.

Sec. 5. 5 MRSA §13051, first ¶, as enacted by PL 1987, c. 534, Pt. A, §§17 and 19, is corrected to read:

The Legislature finds that the State's economy is linked to the national and international economies. Economic changes and disruptions around the world and in the nation have a ~~significate~~ significant impact upon the State's economy. The rise of 3rd-world and 4th-world countries as manufacturers of commodities for mass markets and the gradual evolution of the national economy to a technological, informational, specialty product-based economy have significantly affected the State and its communities.

EXPLANATION

This section corrects a clerical error.

Sec. 6. 5 MRSA §17152, sub-§§2 and 3, as enacted by PL 1985, c. 801, §§5 and 7, are corrected to read:

2. Retirement Allowance Fund. The Retirement Allowance Fund; and

3. Expense Fund. The Expense Fund; and

EXPLANATION

This section makes technical corrections.

Sec. 7. 5 MRSA §17751, sub-§4, as enacted by PL 1985, c. 801, §§5 and 7, is corrected to read:

4. Special provision for certain legislative employees. A legislative employee ~~shall receive~~ receives a full year of service credit for the period of January 1, 1978; to January 1, 1984; for each year of the legislative biennium in a position that may be full-time under Title 3, sections 22 and 42.

EXPLANATION

This section corrects clerical errors and makes a grammatical change.

Sec. 8. 8 MRSA §407, as enacted by PL 1983, c. 732, §1, is corrected to read:

§407. Organization of the commission

The commission ~~shall be~~ is composed of one member from each of the party states. Each compact

member state lottery or sweepstakes commission shall appoint one ~~if~~ of its members to serve on the Tri-state Lotto Commission. Each member ~~shall hold~~ holds office at the pleasure of the appointing authority. The commission shall elect a ~~chairman~~ chair from among its members, annually.

EXPLANATION

This section corrects a clerical error and gender-specific language and makes grammatical changes.

Sec. 9. 9-A MRSA §5-102, as enacted by PL 1973, c. 762, §1, is corrected to read:

§5-102. Scope

This Part applies to actions or other proceedings to enforce rights arising from consumer credit transactions; and, in addition, to extortionate ~~extensions~~ extensions of credit, section 5-107.

EXPLANATION

This section corrects a clerical error.

Sec. 10. 9-B MRSA §1054, sub-§2, as amended by PL 1993, c. 257, §7, is corrected to read:

2. Governance. A mutual holding company must be governed by a board of corporators in accordance with the charter and bylaws of the mutual holding company, as adopted or amended, in connection with a reorganization authorized under this chapter or as amended by the corporators thereafter. The corporators shall elect a board of directors provided that the superintendent has the authority to comment upon the composition of the board. The corporators and the board of directors are governed by and authorized to undertake the activities as set forth in sections 325 and 326. With respect to a mutual holding company that has been formed through the reorganization of a savings bank, the board of corporators initially consists of the board of corporators of the ~~saving~~ savings bank as constituted pursuant to section 325. The corporators, after the formation of the mutual holding company, continue to serve as corporators for the balance of the terms to which they are elected under section 325.

EXPLANATION

This section corrects a clerical error.

Sec. 11. 10 MRSA §915, first ¶, as enacted by PL 1977, c. 548, §1, is corrected to read:

The State of Maine has long had serious conditions of unemployment, underemployment, low per ~~capital~~ capita income and resource underutilization ~~which~~ that cause substantial hardships to many individuals and families, impede the economic and physical development of various regions of the State, and

adversely affect the general welfare and prosperity of the State.

EXPLANATION

This section corrects a clerical error and makes a grammatical change.

Sec. 12. 10 MRSA §918, first ¶, as enacted by PL 1977, c. 548, §1, is corrected to read:

Corporators, who shall elect members of the board of directors as provided in section 919, ~~shall~~ must consist of individuals and organizations ~~classified~~ classified as private sector corporators, public sector corporators and ex officio corporators.

EXPLANATION

This section corrects a clerical error and makes a grammatical change.

Sec. 13. 10 MRSA §1171, sub-§9-A, as enacted by PL 1981, c. 331, §2, is corrected to read:

9-A. Good faith. "Good faith" means honesty in fact and the observation of reasonable commercial standards of fair dealing in the trade as is defined and interpreted in the Uniform Commercial Code, Title 11, section ~~2-403~~ 1-1201, subsection ~~4~~, ~~paragraph B~~ (20).

EXPLANATION

This section corrects a cross-reference.

Sec. 14. 10 MRSA §1174, sub-§3, ¶V, as enacted by PL 2013, c. 534, §6, is corrected to read:

V. Except as expressly authorized in this paragraph, to require a motor vehicle dealer to provide its customer lists, customer information, consumer contact information, transaction data or service files.

(1) The following definitions apply to this paragraph:

(a) "Dealer management computer system" means a computer hardware and software system that is owned or leased by the dealer, including a dealer's use of web applications, software or hardware, whether located at the dealership or provided at a remote location, and that provides access to customer records and transactions by a motor vehicle dealer and that allows the motor vehicle dealer timely information in order to sell vehicles, parts or services through that motor vehicle dealership.

(b) "Dealer management computer system vendor" means a seller or reseller of dealer management computer systems, a

person that sells computer software for use on dealer management computer systems or a person that services or maintains dealer management computer systems, but only to the extent the seller, reseller or other person listed is engaged in such activities.

(c) "Security breach" means an incident of unauthorized access to and acquisition of records or data containing dealership or dealership customer information through which unauthorized use of the dealership or dealership customer information has occurred or is reasonably likely to occur or that creates material risk of harm to a dealership or a dealership's customer. An incident of unauthorized access to and acquisition of records or data containing dealership or dealership customer information, or an incident of disclosure of dealership customer information to one or more 3rd parties that was not specifically authorized by the dealer or customer, constitutes a security breach.

(2) Any requirement by a manufacturer, distributor, wholesaler, distributor branch or division, factory branch or division, wholesale branch or division or officer, agent or other representative thereof that a new motor vehicle dealer provide its customer lists, customer information, consumer contact information, transaction data or service files as a condition of the dealer's participation in any incentive program or contest, for a customer or dealer to receive any incentive payments otherwise earned under an incentive program or contest, for the dealer to obtain customers or customer leads or for the dealer to receive any other benefits, rights, merchandise or services that the dealer would otherwise be entitled to obtain under the franchise or any other contract or agreement or that are customarily provided to dealers is voidable at the option of the dealer, unless all of the following conditions are satisfied:

(a) The customer information requested relates solely to the specific program requirements or goals associated with such manufacturers' or distributors' own new vehicle makes or specific vehicles of their own make that are certified pre-owned vehicles and the dealer is not required to provide general customer information or other information related to the dealer;

(b) The requirement is lawful and would not require the dealer to allow any customer the right to opt out under the federal Gramm-Leach-Bliley Act, 15 United States Code, Chapter 94, Subchapter I; and

(c) The dealer is not required to allow the manufacturer, distributor or a 3rd party to have direct access to the dealer's dealer management computer system, but the dealer is instead permitted to provide the same dealer, consumer or customer data or information specified by the manufacturer or distributor by timely obtaining and pushing or otherwise furnishing the required data in a widely accepted file format in accordance with subparagraph (11).

(3) Nothing contained in this section limits the ability of a manufacturer, distributor, wholesaler, distributor branch or division, factory branch or division, wholesale branch or division or officer, agent or other representative thereof to require that the dealer provide, or use in accordance with law, customer information related solely to that ~~manufacturer~~ manufacturer's or distributor's own vehicle makes to the extent necessary to:

(a) Satisfy any safety or recall notice obligations;

(b) Complete the sale and delivery of a new motor vehicle to a customer;

(c) Validate and pay customer or dealer incentives; or

(d) Submit to the manufacturer, distributor, wholesaler, distributor branch or division, factory branch or division, wholesale branch or division or officer, agent or other representative thereof claims under section 1176.

(4) At the request of a manufacturer, distributor, wholesaler, distributor branch or division, factory branch or division, wholesale branch or division or officer, agent or other representative thereof, a dealer may be required to provide customer information related solely to that manufacturer's, distributor's, wholesaler's, distributor branch's or division's, factory branch's or division's or wholesale branch's or division's own vehicle makes for reasonable marketing purposes, market research, consumer surveys, market analysis and dealership performance analysis, except that the dealer is required to provide such customer information only if the provision of the information is lawfully permissi-

ble, the requested information relates solely to specific program requirements or goals associated with the manufacturer's or distributor's own vehicle makes and does not require the dealer to provide general customer information or other information related to the dealer and the requested information can be provided without requiring that the dealer allow any customer the right to opt out under the federal Gramm-Leach-Bliley Act, 15 United States Code, Chapter 94, Subchapter I.

(5) A manufacturer, distributor, wholesaler, distributor branch or division, factory branch or division, wholesale branch or division or officer, agent, dealer management computer system vendor or other representative thereof, or a 3rd party acting on behalf of a manufacturer, distributor, wholesaler, distributor branch or division, factory branch or division, wholesale branch or division or officer, agency, dealer management computer system vendor or other representative thereof, may not access or obtain dealer or customer data from or write dealer or customer data to a dealer management computer system used by a motor vehicle dealer or require or coerce a motor vehicle dealer to use a particular dealer management computer system, unless the dealer management computer system allows the dealer to reasonably maintain the security, integrity and confidentiality of the data maintained in the system. A manufacturer, distributor, wholesaler, distributor branch or division, factory branch or division, wholesale branch or division or officer, agent, dealer management computer system vendor or other representative thereof, or a 3rd party acting on behalf of a manufacturer, distributor, wholesaler, distributor branch or division, factory branch or division, wholesale branch or division or officer, agency, dealer management computer system vendor or other representative thereof, may not prohibit a dealer from providing a means to regularly and continually monitor the specific data accessed from or written to the dealer's dealer management computer system or from complying with applicable state and federal laws, rules and regulations. Nothing in this subparagraph imposes an obligation on a manufacturer, distributor, wholesaler, distributor branch or division, factory branch or division, wholesale branch or division or officer, agent, dealer management computer system vendor or other representative thereof, or a 3rd party acting on behalf of a manufacturer, distributor, wholesaler, distributor branch or division, factory branch or division, wholesale branch or division or officer, agency, dealer man-

agement computer system vendor or other representative thereof, to provide such capability.

(6) A manufacturer, distributor, wholesaler, distributor branch or division, factory branch or division, wholesale branch or division or officer, agent or other representative thereof or dealer management computer system vendor, or a 3rd party acting on behalf of a manufacturer, distributor, wholesaler, distributor branch or division, factory branch or division, wholesale branch or division or officer, agent or other representative thereof or dealer management computer system vendor may not access or use customer or prospect information maintained in a dealer management computer system used by a motor vehicle dealer for purposes of soliciting a customer or prospect on behalf of, or directing a customer or prospect to, any other dealer. The limitations in this subsection do not apply to:

- (a) A customer that requests a reference to another dealership;
- (b) A customer that moves more than 60 miles away from the dealer whose data were accessed;
- (c) Customer or prospect information that was provided to the dealer by the manufacturer, distributor, wholesaler, distributor branch or division, factory branch or division, wholesale branch or division or officer, agent or other representative thereof; or
- (d) Customer or prospect information obtained by the manufacturer, distributor, wholesaler, distributor branch or division, factory branch or division, wholesale branch or division or officer, agent or other representative thereof in which the dealer agrees to allow the manufacturer, distributor, wholesaler, distributor branch or division, factory branch or division, wholesale branch or division or officer, agent or other representative thereof or dealer management computer system vendor or a 3rd party acting on behalf of a manufacturer, distributor, wholesaler, distributor branch or division, factory branch or division, wholesale branch or division or officer, agent or other representative thereof or dealer management computer system vendor the right to access and use the customer or prospect information maintained in the dealer's dealer management computer system for purposes of soliciting a cus-

tomor or prospect of the dealer on behalf of or directing a customer or prospect to any other dealer in a separate, stand-alone written instrument dedicated solely to such an authorization.

(7) A manufacturer, distributor, wholesaler, distributor branch or division, factory branch or division, wholesale branch or division or officer, agent or other representative thereof or dealer management computer system vendor or a 3rd party acting on behalf of a manufacturer, distributor, wholesaler, distributor branch or division, factory branch or division, wholesale branch or division or officer, agent or other representative thereof or dealer management computer system vendor may not provide access to customer or dealership information maintained in a dealer management computer system used by a motor vehicle dealer without first obtaining the dealer's prior express written consent, revocable by the dealer upon 5 days' written notice, to provide such access. Prior to obtaining such consent and prior to entering into an initial contract or renewal of a contract with a dealer, the manufacturer, distributor, wholesaler, distributor branch or division, factory branch or division, wholesale branch or division or officer, agent or other representative thereof or dealer management computer system vendor or a 3rd party acting on behalf of or through a manufacturer, distributor, wholesaler, distributor branch or division, factory branch or division, wholesale branch or division or officer, agent or other representative thereof or dealer management computer system vendor shall provide to the dealer a written list of all specific 3rd parties to whom any data obtained from the dealer have actually been provided within the 12-month period ending November 1st of the prior year. The list must describe the scope and specific fields of the data provided. In addition to the initial list, a dealer management computer system vendor or a 3rd party acting on behalf of or through a dealer management computer system vendor must provide to the dealer an annual list of 3rd parties to whom such data are actually being provided on November 1st of each year and to whom the data have actually been provided in the preceding 12 months and describe the scope and specific fields of the data provided. Lists required pursuant to this subparagraph must be provided to the dealer by January 1st of each year. A dealer management computer system vendor's contract that directly relates to the transfer or accessing of dealer or dealer customer information must conspicuously state:

"NOTICE TO DEALER: THIS AGREEMENT RELATES TO THE TRANSFER AND ACCESSING OF CONFIDENTIAL INFORMATION AND CONSUMER-RELATED DATA." Consent in accordance with this subparagraph does not change any such person's obligations to comply with the terms of this section and any additional state or federal laws, rules and regulations. A dealer management computer system vendor may not refuse to provide a dealer management computer system to a motor vehicle dealer if the dealer refuses to provide consent under this subparagraph.

(8) A dealer management computer system vendor or 3rd party acting on behalf of or through a dealer management computer system vendor may not access or obtain data from or write data to a dealer management computer system used by a motor vehicle dealer unless the dealer management computer system allows the dealer to reasonably maintain the security, integrity and confidentiality of customer and dealer information maintained in the system. A dealer management computer system vendor or 3rd party acting on behalf of or through a dealer management computer system vendor may not prohibit a dealer from providing a means to regularly and continually monitor the specific data accessed from or written to the dealer management computer system and from complying with applicable state and federal laws, rules and regulations. This subparagraph does not impose on a manufacturer, distributor, wholesaler, distributor branch or division, factory branch or division, wholesale branch or division or officer, agent or other representative thereof or dealer management computer system vendor or a 3rd party acting on behalf of or through a manufacturer, distributor, wholesaler, distributor branch or division, factory branch or division, wholesale branch or division or officer, agent or other representative thereof or dealer management computer system vendor an obligation to provide such capability.

(9) A manufacturer, distributor, wholesaler, distributor branch or division, factory branch or division, wholesale branch or division or officer, agent or other representative thereof or dealer management computer system vendor or a 3rd party acting on behalf of or through a manufacturer, distributor, wholesaler, distributor branch or division, factory branch or division, wholesale branch or division or officer, agent or other representative thereof or dealer management computer system

tem vendor that has electronic access to customer or motor vehicle dealership data in a dealer management computer system used by a motor vehicle dealer shall provide notice to the dealer of any security breach of dealership or customer data obtained through that access, which at the time of the security breach was in the possession or custody of the manufacturer, distributor, wholesaler, distributor branch or division, factory branch or division, wholesale branch or division or officer, agent or other representative thereof or dealer management computer system vendor or a 3rd party. The disclosure notification must be made without unreasonable delay by the manufacturer, distributor, wholesaler, distributor branch or division, factory branch or division, wholesale branch or division or officer, agent or other representative thereof or dealer management computer system vendor or a 3rd party following discovery by the person, or notification to the person, of the security breach. The disclosure notification must describe measures reasonably necessary to determine the scope of the security breach and corrective actions that may be taken in an effort to restore the integrity, security and confidentiality of the data; these measures and corrective actions must be implemented as soon as practicable by all persons responsible for the security breach.

(10) Nothing in this section precludes, prohibits or denies the right of the manufacturer, distributor, wholesaler, distributor branch or division, factory branch or division, wholesale branch or division or officer, agent or other representative thereof to receive customer or dealership information from a motor vehicle dealer for the purposes of complying with federal or state safety requirements or implement any steps related to manufacturer recalls at such times as necessary in order to comply with federal and state requirements or manufacturer recalls as long as receiving this information from the dealer does not impair, alter or reduce the security, integrity and confidentiality of the customer and dealership information collected or generated by the dealer.

(11) Notwithstanding any of the terms or provisions contained in this subparagraph or in any consent, authorization, release, novation, franchise or other contract or agreement, whenever any manufacturer, distributor, wholesaler, distributor branch or division, factory branch or division, wholesale branch or division or officer, agent or other representative thereof or dealer management computer

system vendor or a 3rd party acting on behalf of or through a manufacturer, distributor, wholesaler, distributor branch or division, factory branch or division, wholesale branch or division or officer, agent or other representative thereof or dealer management computer system vendor requires that a new motor vehicle dealer provide any dealer, consumer or customer data or information through direct access to a dealer's dealer management computer system, the dealer is not required to provide, and may not be required to consent to provide in a written agreement, that direct access to its dealer management computer system. The dealer may instead provide the same dealer, consumer or customer data or information specified by the requesting party by timely obtaining and furnishing the requested data to the requesting party in a widely accepted file format except that, when a dealer would otherwise be required to provide direct access to its dealer management computer system under the terms of a consent, authorization, release, novation, franchise or other contract or agreement, a dealer that elects to provide data or information through other means may be charged a reasonable initial setup fee and a reasonable processing fee based on actual incremental costs incurred by the party requesting the data for establishing and implementing the process for the dealer. A term or provision contained in a consent, authorization, release, novation, franchise or other contract or agreement that is inconsistent with this subsection is voidable at the option of the dealer.

(12) Notwithstanding the terms or conditions of any consent, authorization, release, novation, franchise or other contract or agreement, a manufacturer, distributor, wholesaler, distributor branch or division, factory branch or division, wholesale branch or division or officer, agent or other representative thereof or dealer management computer system vendor or a 3rd party acting on behalf of or through a manufacturer, distributor, wholesaler, distributor branch or division, factory branch or division, wholesale branch or division or officer, agent or other representative thereof or dealer management computer system vendor that has electronic access to consumer or customer data or other information in a dealer management computer system used by a new motor vehicle dealer, or who has otherwise been provided consumer or customer data or other information by the dealer, shall fully indemnify and hold harmless a dealer from whom it has acquired that consumer or customer data or other information from all dam-

ages, costs and expenses incurred by that dealer, including, but not limited to, judgments, settlements, fines, penalties, litigation costs, defense costs, court costs and attorney's fees arising out of complaints, claims, civil or administrative actions and, to the fullest extent allowable under the law, governmental investigations and prosecutions to the extent caused by the access, storage, maintenance, use, sharing, disclosure or retention of that dealer's consumer or customer data or other information by the manufacturer, distributor, wholesaler, distributor branch or division, factory branch or division, wholesale branch or division or officer, agent or other representative thereof or dealer management computer system vendor or a 3rd party acting on behalf of or through a manufacturer, distributor, wholesaler, distributor branch or division, factory branch or division, wholesale branch or division or officer, agent or other representative thereof or dealer management computer system vendor; or

EXPLANATION

This section corrects a clerical error and makes a technical correction.

Sec. 15. 10 MRSA §1361, sub-§7, as enacted by PL 1993, c. 195, §1, is corrected to read:

7. Good faith. "Good faith" means honesty in fact and the observance of reasonable commercial standards of fair dealing in the trade as defined and interpreted in the Uniform Commercial Code, Title 11, section ~~2-103~~ 1-1201, subsection ~~(1)~~, paragraph ~~(b)~~ (20).

EXPLANATION

This section corrects a cross-reference.

Sec. 16. 11 MRSA §1-1201, sub-§(20), as enacted by PL 2009, c. 325, Pt. A, §2 and affected by §4, is corrected to read:

(20). "Good faith," except as otherwise provided in Article ~~5~~ 5-A, means honesty in fact and the observance of reasonable commercial standards of fair dealing.

EXPLANATION

This section corrects a cross-reference.

Sec. 17. 12 MRSA §6749-O, sub-§5, as enacted by PL 2003, c. 200, §3, is corrected to read:

5. Protection from depletion. The commission may adopt rules for a sea urchin license limited entry system to prohibit a new entry in a year when it is nec-

essary to protect or conserve the urchin fishery from imminent depletion.

EXPLANATION

This section corrects a clerical error.

Sec. 18. 12 MRSA §6861-A, sub-§6, ¶C, as amended by PL 2013, c. 468, §35, is corrected to read:

C. Except as provided in paragraphs A and B, violation of this section is a civil violation for which a fine of not less than \$100 nor more than \$1,000 may be adjudged.

EXPLANATION

This section corrects a clerical error.

Sec. 19. 12 MRSA §8427, sub-§5, as enacted by PL 1979, c. 737, §12, is corrected to read:

5. Interest and penalty. Any tax assessed under this subchapter ~~which that~~ is not paid when due ~~shall accrue~~ accrues interest at the rate of 1 1/2% for each month, ~~of or~~ fraction thereof, that the tax remains unpaid; and a penalty equal to 20% of the unpaid tax ~~shall~~ must be added to the liability of any person who fails to pay a tax when due.

EXPLANATION

This section corrects a clerical error and makes grammatical changes.

Sec. 20. 12 MRSA §10851, last ¶, as amended by PL 2009, c. 404, §1, is corrected to read:

A person must be a resident to purchase a senior resident lifetime license under subsection 1, paragraphs C and D. Once purchased, a lifetime license is valid for the life of the holder without regard to subsequent changes in the legal residence of the holder. The license entitles the holder to all fishing or hunting privileges extended to residents or nonresidents as applicable of that same age who hold the equivalent annual license and subjects the holder to all limitations and prerequisites on those fishing or hunting privileges that apply to residents or nonresidents of that same age who hold the equivalent annual license.

EXPLANATION

This section corrects a cross-reference.

Sec. 21. 13 MRSA §1964, as enacted by PL 1973, c. 621, §1, is corrected to read:

§1964. Antitrust

The activities of qualified associations and handlers in bargaining with respect to the price, terms of sale, compensation for commodities produced under contract or other contract terms relative to agricultural

commodities produced by the members of such qualified associations ~~shall be~~ are deemed not to violate any antitrust law of this State. Nothing in this Article ~~shall~~ may be construed to permit ~~handler~~ handlers to contract, combine or conspire with one another in bargaining with qualified associations.

EXPLANATION

This section corrects a clerical error and makes grammatical changes.

Sec. 22. 13-B MRSA §1305, sub-§1, ¶B, as enacted by PL 1977, c. 525, §13, is corrected to read:

B. The minutes of the meetings or other proceedings of the members or any class thereof;

EXPLANATION

This section makes a technical correction.

Sec. 23. 13-C MRSA §724, sub-§2, as enacted by PL 2001, c. 640, Pt. A, §2 and affected by Pt. B, §7, is corrected to read:

2. Procedure for recognition. The procedure under ~~subsection~~ subsection 1 may set forth:

- A. The types of nominees to which it applies;
- B. The rights or privileges that the corporation recognizes in a beneficial owner;
- C. The manner in which the procedure is selected by the nominee;
- D. The information that must be provided when the procedure is selected;
- E. The period for which selection of the procedure is effective; and
- F. Other aspects of the rights and duties created.

EXPLANATION

This section corrects a clerical error.

Sec. 24. 13-C MRSA §1523, sub-§2, as enacted by PL 2001, c. 640, Pt. A, §2 and affected by Pt. B, §7, is corrected to read:

2. Conversion to foreign other entity; service of process. After the withdrawal under this section of a corporation that has converted to a foreign other entity is effective, service of process on the Secretary of State is service on the foreign other entity. Upon receipt of process, the Secretary of State shall mail a copy of the process to the foreign other entity at the mailing ~~address~~ address set forth under subsection 1, paragraph D.

EXPLANATION

This section corrects a clerical error.

Sec. 25. 14 MRSA §1253-A, as enacted by PL 1981, c. 705, Pt. G, §12, is corrected to read:

§1253-A. Drawing of names to determine qualified qualified jurors

From time to time and in a manner prescribed by the juror selection plan, the clerk shall draw, or cause to be drawn, at random, from the source or master list, as appropriate, the names or identifying numbers of as many prospective jurors as the court deems necessary for service on trials during the time period established by the court.

EXPLANATION

This section corrects a clerical error.

Sec. 26. 14 MRSA §6010, last ¶, as enacted by PL 1979, c. 127, §113, is corrected to read:

Then the court shall deduct from the amount of rent due and owing the difference between the rental price and the fair value of the use and ~~occupancy~~ occupancy of the premises from the time of written notice, as provided in subsection 1, to the time when the condition is repaired or remedied. In determining the fair value of the use and occupancy of the premises, there ~~shall be~~ is a rebuttable presumption that the rental price is the fair value of the rented premises free from any condition rendering it unfit for human habitation. Any agreement by a tenant to waive the rights or benefits provided by this section ~~shall be~~ is void. A written agreement whereby the tenant accepts specified conditions ~~which that~~ that may violate the warranty of fitness for human habitation in return for a stated reduction in rent or other specified fair consideration ~~shall be~~ is binding on the tenant and the landlord.

EXPLANATION

This section corrects a clerical error and makes grammatical changes.

Sec. 27. 14 MRSA §6322, 2nd ¶, as enacted by PL 1977, c. 618, is corrected to read:

If the court determines that such a breach exists, a judgment of foreclosure and sale ~~shall~~ must issue providing that if the mortgagor, ~~his or the mortgagor's~~ his or the mortgagor's successors, heirs and assigns do not pay the sum that the court adjudges to be due and payable, with interest within the period of redemption, the mortgagee shall proceed with a sale as provided. If the mortgagor, ~~his or the mortgagor's~~ his or the mortgagor's successors, heirs and assigns pay to the mortgagee the sum that the court adjudges to be due and payable to the mortgagee with interest within the period of redemption, then the mortgagee shall forthwith discharge the mortgage and file a dismissal of the action for ~~foreclosure~~ foreclosure with the clerk of the court.

EXPLANATION

This section corrects a clerical error and gender-specific language and makes grammatical changes.

Sec. 28. 14 MRSA §8701, sub-§4, as enacted by PL 2013, c. 543, §1, is corrected to read:

4. Remedies. The court may award the following remedies to a target who prevails in an action brought pursuant to this ~~subsection~~ section:

- A. Equitable relief;
- B. Damages;
- C. Costs and fees, including reasonable attorney's fees; and
- D. Punitive damages in an amount equal to \$50,000 or 3 times the total damages, costs and fees, whichever is greater.

EXPLANATION

This section corrects a cross-reference.

Sec. 29. 16 MRSA §53-A, sub-§1, ¶¶A and B, as enacted by PL 1983, c. 319, are corrected to read:

A. ~~Rape crisis center.~~ "Rape crisis center" means any publicly or privately funded agency, institution or facility existing in this State, having as its purpose to reduce the trauma of sexual assault to sexual assault victims and their families through crisis intervention, counseling, medical and legal information and dissemination of educational information pertaining to sexual assault.

B. ~~Sexual assault counselor.~~ "Sexual assault counselor" means a person who ~~has~~:

- (1) ~~Undergone~~ Has undergone a program of training from a rape crisis center ~~which shall include that includes~~, but is not be limited to: ~~Law~~ law, medicine, societal attitudes, crisis intervention, counseling techniques and referral services; and
- (2) Is either a staff member, paid or unpaid, or under the supervision of a staff member of a rape crisis center.

EXPLANATION

This section corrects clerical errors and makes grammatical changes.

Sec. 30. 17 MRSA §1021, sub-§5, ¶A, as amended by PL 1997, c. 690, §64, is corrected to read:

A. Whenever a humane agent, a state veterinarian or a person authorized to make arrests has reason to believe that an animal may be disabled, dis-

eased, dehydrated or malnourished, the humane agent, state veterinarian or person shall apply to the District Court or Superior Court for authorization to take possession of the animal and turn it over to the applicant or other suitable person for examination and observation for a 30-day period. At the end of 30 days, the court must receive a report from the person in possession of the animal and either dissolve the possession order or set the matter for hearing within 30 days.

EXPLANATION

This section corrects a clerical error.

Sec. 31. 17-A MRSA §609, sub-§1, ¶A, as enacted by PL 1975, c. 499, §1, is corrected to read:

A. ~~Acquires~~ Acquires or divests himself of a pecuniary interest in any property, transaction or enterprise ~~which that~~ may be affected by such official action or information; ~~or~~

EXPLANATION

This section corrects a clerical error and makes a technical correction and a grammatical change.

Sec. 32. 18-A MRSA §3-404, as enacted by PL 1979, c. 540, §1, is corrected to read:

§3-404. Formal testacy ~~proceedings~~ proceedings; written objections to probate

Any party to a formal proceeding who opposes the probate of a will for any reason shall state in ~~his~~ that party's pleadings ~~his~~ that party's objections to probate of the will.

EXPLANATION

This section corrects a clerical error and gender-specific language.

Sec. 33. 22 MRSA §2425, sub-§8, ¶L, as amended by PL 2013, c. 595, Pt. J, §1 and affected by §4, is corrected to read:

L. Notwithstanding any provision of this subsection to the contrary, the department shall comply with Title 36, section 175. Information provided by the department pursuant to this paragraph may be used by the Department of Administrative and Financial Services, Bureau of Revenue Services only for the administration and enforcement of taxes imposed under Title 36.

EXPLANATION

This section corrects a clerical error.

Sec. 34. 23 MRSA §3027-A, sub-§2, as enacted by PL 1981, c. 683, §3, is corrected to read:

2. Rights of action. All persons are forever barred from maintaining any action at law or in equity to establish, recover, confirm or otherwise enforce any right claimed to or in a proposed or described vacated way by reason of the ownership by the claimant or by ~~an~~ a predecessor in title of a lot or parcel of land shown on a recorded subdivision plan, unless, within one year of the date of recordation of the order of vacation, the claimant files in the registry of deeds where the subdivision plan is recorded a statement under oath specifying the nature, basis and extent of the claimed interest in the way. The claim is forever barred unless, within 180 days after the recording of the statement, the claimant or any other person acting on behalf of the claimant commences an action in equity under Title 14, chapter 723, to establish the rights asserted to or in the way. These limitation periods are not tolled or interrupted by any disability, minority, lack of knowledge or absence from this State of any claimant. Upon the trial of an action, the court shall grant judgment for the claimant only if it finds that the claimant has acquired an interest in the proposed way and that the deprivation of rights in the proposed way unreasonably limits access from a public way, a public body of water or common land or facility to the land of the claimant shown on the recorded subdivision plan. Any judgment rendered by the court in the action may, in the discretion of the court, grant the claimant reasonable damages instead of establishment of the claimant's rights.

EXPLANATION

This section corrects a clerical error.

Sec. 35. 23 MRSA §5125, as enacted by PL 1987, c. 141, Pt. A, §4, is corrected to read:

§5125. Evading payment of fare or riding freight train

No person is entitled to transportation over a steam railroad or upon any ferry or in a taxicab or public automobile, who does not on demand first pay the established fare. Whoever, while being transported over any steam railroad, ferry or in a taxicab or public automobile, willfully refuses on demand to pay the established fare and whoever fraudulently evades payment of the established fare by giving a false answer, by traveling beyond the place to which ~~he~~ the person has paid or by leaving a train, ferry, taxicab or public automobile without paying the established fare, whether that fare is demanded or not, forfeits not less than \$5 nor more than \$20, to be recovered on complaint. No person, without right, may loiter or remain or place or cause to be placed any property or obstruction on the right-of-way of a railroad corporation or on land owned by a railroad corporation adjoining or adjacent to its right-of-way or, without right, may board or attempt to board or remain on any railroad freight train, freight car, caboose, locomotive or work equip-

ment. Any person violating this portion of this section is ~~quilty~~ guilty of a Class E crime.

EXPLANATION

This section corrects a clerical error and gender-specific language.

Sec. 36. 24-A MRSA §404, sub-§4, as enacted by PL 1969, c. 132, §1, is corrected to read:

4. Any insurer and any officer, director, agent, representative or employee of any insurer, who willfully authorizes, negotiates, makes or issues any insurance contract in violation of this section, ~~shall~~ is upon conviction thereof ~~be~~ subject to a fine ~~of~~ not to exceed \$5,000 or imprisonment for not over 2 years, or to both.

EXPLANATION

This section corrects a clerical error and makes grammatical changes.

Sec. 37. 24-A MRSA §2428, sub-§2, as enacted by PL 1969, c. 132, §1, is corrected to read:

2. Except in cases of transfers with intent to defraud creditors, if a contract of life, endowment, annuity or accident insurance, whether heretofore or hereafter issued, is effected by any person on ~~his~~ that person's own life or on another life, in favor of a person other than ~~himself~~ the person effecting that contract, or is assigned or in any way made payable to any other person, the lawful beneficiary or assignee thereof, other than the insured or the person so effecting such contract of insurance or executors or administrators of such insured or of the person so effecting such contract of insurance, ~~shall be~~ is entitled to its proceeds and avails against the creditors and representatives of the insured and of the person effecting the same, whether or not the right to change the beneficiary is reserved or permitted and whether or not the contract of insurance is made payable to the person whose life is insured or to the executor or administrator of such person if the beneficiary or assignee ~~shall predecease~~ predeceases such person, and such proceeds and avails ~~shall be~~ are exempt from all liability for any debt of the beneficiary existing at the time the proceeds and avails ~~is~~ are made available for ~~his~~ the beneficiary's use. Subject to the statutes of limitations, the amount of any premiums for such contract of insurance paid with intent to defraud creditors, with interest thereon, ~~shall inure~~ inures to the benefit of the creditors from the proceeds of the contract of insurance; but the insurer issuing the contract ~~shall~~ must be discharged of all liability thereon by payment of its proceeds in accordance with its terms, unless before such payment the insurer ~~shall have~~ has received written notice, by or in behalf of a creditor with specifications of the amount claimed along with such facts as will assist the

insurer to ascertain the particular policy, of a claim to recover for transfer made or premiums paid with intent to defraud creditors, and unless such insurer ~~shall have~~ has been served with trustee process for the cash surrender value of any such contract of insurance as required by law prior to making payment of the proceeds in accordance with the terms of the contract of insurance.

EXPLANATION

This section corrects a clerical error and gender-specific language and makes grammatical changes.

Sec. 38. 30-A MRSA §5047, sub-§2, as enacted by PL 2005, c. 380, Pt. A, §2, is corrected to read:

2. Term of office. Members of the council appointed jointly by the President of the Senate and the Speaker of the House serve 3-year terms ~~and~~ and serve at the pleasure of the President of the Senate and the Speaker of the House. Members of the council appointed by the Governor serve 2-year terms and serve at the pleasure of the Governor.

A. Members serve until their successors are appointed and qualified.

B. The appointing authorities shall fill a vacancy for the balance of an unexpired term in the same manner as the appointment was originally filled, except as otherwise provided.

EXPLANATION

This section corrects a clerical error.

Sec. 39. 32 MRSA §7053, last ¶, as amended by PL 1985, c. 736, §11, is corrected to read:

Any person having the necessary qualifications prescribed in this chapter to entitle ~~him~~ that person to licensure as a licensed clinical, licensed master or ~~license~~ licensed social worker ~~shall be~~ is eligible for that license though ~~he~~ that person may not be practicing ~~his~~ that person's profession at the time of making the application.

EXPLANATION

This section corrects a clerical error and gender-specific language and makes a grammatical change.

Sec. 40. 33 MRSA §1602-106, sub-§(b), as enacted by PL 1981, c. 699, is corrected to read:

(b) After the declaration for a leasehold condominium is recorded, neither the lessor nor ~~his~~ the lessor's successor in interest may terminate the leasehold interest of a unit owner who makes timely payment of ~~his~~ the unit owner's share of the rent and otherwise complies with all ~~covenants which~~ covenants that, if

violated, would entitle the lessor to terminate the lease. A unit owner's leasehold interest is not affected by failure of any other person to pay rent or fulfill any other ~~covenant~~ covenant.

EXPLANATION

This section corrects clerical errors and gender-specific language and makes a grammatical change.

Sec. 41. 34-A MRSA §1805, sub-§6, as enacted by PL 2013, c. 598, §25, is reallocated to 34-A MRSA §1805, sub-§7.

EXPLANATION

This section corrects a numbering problem created by Public Law 2013, chapter 598, section 25, which enacted a subsection using the same subsection number as a previously repealed subsection, by reallocating the subsection enacted by chapter 598.

Sec. 42. 34-A MRSA c. 3, sub-c. 8 headnote is corrected to read:

SUBCHAPTER 8

**NORTHERN MAINE REGIONAL
JUVENILE DETENTION FACILITY
MOUNTAIN VIEW YOUTH
DEVELOPMENT CENTER**

EXPLANATION

This section corrects a subchapter headnote to implement the intent of the revision clause contained in Public Law 2001, chapter 439, Part G, section 8.

Sec. 43. 34-B MRSA §1220, sub-§2, as enacted by PL 1997, c. 422, §3, is corrected to read:

2. Mental health services inappropriate or unavailable. If, after completion of a report as required by subsection 1, paragraph A, the evaluator or the liaison is of the opinion, based upon ~~profession~~ professional judgment, that the mental health services necessary for an individual to meet the conditions of probation are inappropriate given the individual's clinical condition or that the mental health services are unavailable, then the liaison shall notify the court, the probation officer, the individual on probation and the individual's attorney, if known, that the mental health services are inappropriate or unavailable.

EXPLANATION

This section corrects a clerical error.

Sec. 44. 36 MRSA §381, as amended by PL 1983, c. 859, Pt. N, §4 and PL 1997, c. 526, §14, is corrected to read:

§381. State valuation; definition; to be filed with Bureau of Revenue Services annually; abatement

The term "state valuation" as used in reference to the unorganized territory in this Title, except in this chapter, means an annual valuation of all property subject to a Maine property tax but not taxable by a municipality. The annual valuation is to be completed by and on file in the office of the Bureau of Revenue Services prior to the assessment of the annual property tax in the unorganized territory. The annual valuation is to be based on the status of property on April 1st. In this chapter and outside of this Title, the term "state valuation" means the valuation filed with the Secretary of State pursuant to section 305, subsection 1.

EXPLANATION

This section corrects a headnote to reflect a change to the law.

Sec. 45. 36 MRSA §2856, sub-§2, ¶¶A and B, as enacted by PL 1981, c. 711, §10, are corrected to read:

- A. If net proceeds ~~is~~ are greater than zero, the greater of the following:
 - (1) 0.009; or
 - (2) A number determined by subtracting from 0.045 the quotient obtained by dividing:
 - (a) Gross proceeds, by
 - (b) Net proceeds multiplied by 100.
- B. If net proceeds ~~is~~ are equal to or less than zero, then 0.009.

EXPLANATION

This section corrects clerical errors.

Sec. 46. 36 MRSA §5219-KK, as enacted by PL 2013, c. 599, §1, is reallocated to 36 MRSA §5219-LL.

EXPLANATION

This section corrects a numbering problem created by Public Law 2013, chapters 551 and 599, which enacted 2 substantively different provisions with the same section number.

Sec. 47. 38 MRSA §414-A, sub-§4, as amended by PL 1997, c. 794, Pt. A, §24, is corrected to read:

4. License conditions affecting bypasses. In fashioning license decisions and conditions, the department shall consider the extent to which operation of the licensed facility will require an allowance for bypass of wastewater from any portion of a treatment

facility when necessary for essential maintenance to assure efficient operation of the licensed facility, when unavoidable to prevent loss of life, personal injury or severe property damage and otherwise subject to applicable effluent limitations and standards. When the applicant demonstrates to the department that, consistent with best practical treatment requirements and other applicable standards, reasonably controlled and infrequent bypasses will be necessary for this purpose, and there is no feasible alternative to the bypass, such as the use of ~~auxiliary~~ auxiliary treatment facilities, retention of untreated wastes or maintenance during normal equipment downtime, the department shall fashion appropriate license allowances and conditions.

EXPLANATION

This section corrects a clerical error.

Sec. 48. 38 MRSA §902, sub-§1-A, as enacted by PL 1997, c. 789, §1 and affected by §5, is corrected to read:

1-A. Extension of consultation period. The consultation period under subsection 1 must be extended for an additional 180 days if:

- A. A municipality in which the dam or impoundment is located applies to the department for an extension and demonstrates that the municipality needs additional consultation time to facilitate an agreement for municipal ownership of the dam; or
- B. The dam owner applies to the department for an extension.

The ~~consultation~~ consultation period under subsection 1 may not be extended for more than 180 days regardless of the number of applications for extension under this subsection.

EXPLANATION

This section corrects a clerical error.

Sec. 49. 38 MRSA §954-A, first ¶, as amended by PL 1983, c. 812, §295, is corrected to read:

The commission shall elect annually, from its own membership, a ~~chairman~~ chair and secretary and such other officers as it deems necessary. Meetings ~~shall~~ must be held at the call of the ~~chairman~~ chair or at the call of more than 1/2 of the membership. The meetings ~~shall~~ must be held no less frequently than 8 times a year. The minutes of all proceedings of the commission ~~shall be~~ are a public record available and on file in the office of the commission. Members of the commission must be compensated according to the provisions of Title 5, chapter 379.

EXPLANATION

This section corrects a clerical error and gender-specific language and makes grammatical changes.

Sec. 50. 38 MRSA §1036, sub-§8, as enacted by PL 2013, c. 555, §6, is corrected to read:

8. Trustees retirement; applicable to all sewer districts. A person who has not been a trustee of a sewer district prior to January 1, 1987, or who is not a full-time employee, is not eligible to become a member of the Maine Public Employees Retirement System as a result of the person's selection as a trustee.

This subsection is deemed to be incorporated into the private and special laws governing sewer ~~district districts~~, and any part of a sewer district charter not in conformity with this subsection is void, unless the sewer district's charter expressly references this subsection or former section 1252, subsection 6 and specifically provides that this subsection or former section 1252, subsection 6 does not apply.

EXPLANATION

This section corrects clerical errors.

Sec. 51. 38 MRSA §1048, sub-§6, ¶B, as enacted by PL 2013, c. 555, §6, is corrected to read:

B. Pay the ~~principle~~ principal of, premium, if any, and interest on all bonds and notes issued by the standard district under this chapter as they become due and payable;

EXPLANATION

This section corrects a clerical error.

Sec. 52. 38 MRSA §1201, sub-§4, as enacted by PL 1979, c. 696, §1, is corrected to read:

4. Pledges and covenants, trust agreement. In the discretion of the board of trustees of any district, each or any issue of bonds may be secured by a trust agreement by and between the district and a corporate trustee, which may be any trust company within or without the State.

The resolution authorizing the issuance of the bonds or the trust agreement may pledge or assign, in whole or in part, the revenues and other moneys held or to be received by the district and any accounts and contract or other rights to receive the same, whether then existing or thereafter coming into existence and whether then held or thereafter acquired by the district, and the proceeds thereof, but ~~shall may~~ not convey or mortgage the sewer system or any other properties of the district. The resolution may also contain such provisions for protecting and enforcing the rights and remedies of the bondholders as may be reasonable and proper and not in violation of law, including, but not

limited to, ~~covenants~~ covenants setting forth the duties of the district and the board of ~~trustees~~ trustees in relation to the acquisition, construction, reconstruction, improvement, repair, maintenance, operation and insurance of its sewer system or any of its other properties, the fixing and revising of rates, fees and charges, the application of the proceeds of bonds, the custody, safeguarding and application of revenues, defining defaults and providing for remedies in the event thereof, which may include the acceleration of maturities, the establishment of reserves and the making and amending of contracts. The resolution or trust agreement may set forth the rights and remedies of the bondholders and of the trustee, if any, and may restrict the individual right of action by bondholders as is customary in trust agreements or trust indentures securing bonds or debentures of corporations. In addition, the resolution or trust agreement may contain such other provisions as the board of trustees may deem reasonable and proper for the security of the bondholders. All expenses incurred in carrying out the resolution or trust agreement may be treated as a part of the cost of operation. The pledge by any such resolution or trust agreement ~~shall be~~ is valid and binding and ~~shall be~~ is deemed continuously perfected for the purposes of the Uniform Commercial Code from the time when the pledge is made. All revenues, moneys, rights and proceeds so pledged and thereafter received by the district ~~shall are~~ immediately be subject to the lien of the pledge without any physical delivery or segregation thereof or further action under the Uniform Commercial Code or otherwise, and the lien of the pledge ~~shall be~~ is valid and binding as against all parties having claims of any kind in tort, contract or otherwise against the district irrespective of whether those parties have notice thereof.

The resolution authorizing the issuance of bonds under this chapter, or any trust agreement securing those bonds, may provide that all or a sufficient amount of revenues, after providing for the payment of the cost of repair, maintenance and operation and reserves therefor as may be provided in the resolution or trust agreement, ~~shall must~~ be set aside at such regular intervals as may be provided in the resolution or trust agreement and deposited in the credit of a fund for the payment of the interest on and the principal of bonds issued under this chapter as the same ~~shall~~ become due, and the redemption price or purchase price of bonds retired by call or purchase. The use and disposition of moneys to the credit of the fund ~~shall be~~ are subject to such regulations as may be provided in the resolution authorizing the issuance of the bonds or in the trust agreement securing the bonds and, except as may otherwise be provided in the resolution or trust agreement, the fund ~~shall be~~ is a fund for the benefit of all bonds without distinction or priority of one over another.

EXPLANATION

This section corrects clerical errors and makes grammatical changes.

Sec. 53. PL 2013, c. 486, Pt. B, §1 is corrected to read:

Sec. B-1. Working group. The Commissioner of Administrative and Financial Services or the commissioner's designee shall convene a working group to review the impact that the Maine Revised Statutes, Title ~~20-A~~ 5, section 17859 as originally enacted by Public Law 2011, chapter 380, Part MMM, section 1 has had on the State as an employer, local school administrative units and the Maine Community College System and invite interested parties including the Maine Community College System, statewide associations representing teachers, school boards, principals, superintendents and state employees to participate in the review. The working group shall identify the number of state employees and teachers who have retired and returned to work pursuant to Title ~~20-A~~ 5, section 17859 as originally enacted; the financial impact of that provision including any savings to the State and local school administrative units; and any unintended or unforeseen consequences that have occurred as a result of that provision.

EXPLANATION

This section corrects cross-references.

Sec. 54. PL 2013, c. 528, §12 is corrected to read:

Sec. 12. Contingent effective date. Those sections of this Act that ~~amend enact~~ the Maine Revised Statutes, Title 22, section 1711-C, subsection 6, paragraph F-3 ~~and, amend~~ Title 22, sections 8702 and 8705-A, repeal Title 22, section 8707 and enact Title 22, sections 8714 to 8717 take effect upon the final adoption of major substantive rules required to implement the provisions of this Act. The Board of Directors of the Maine Health Data Organization shall notify the Revisor of Statutes when the major substantive rules authorized under this Act are finally adopted.

EXPLANATION

This section corrects a clerical error.

Sec. 55. P&SL 2013, c. 23, §1 is corrected to read:

Sec. 1. State designee for National Housing Trust Fund. The Maine State Housing Authority is designated as the entity to receive and allocate funds from the National Housing Trust Fund established by the federal Housing and Economic Recovery Act of 2008.

EXPLANATION

This section corrects a clerical error.
