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L.D. 1381

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JUDICIARY

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STATE OF MAINE

HOUSE OF REPRESENTATIVES

127TH LEGISLATURE

FIRST REGULAR SESSION

COMMITTEE AMENDMENT "A" to H.P. 936, L.D. 1381, Bill, "An Act To Correct Errors and Inconsistencies in the Laws of Maine"

Amend the bill by inserting after the enacting clause and before section 1 the following:

'PART A'

Amend the bill by striking out all of sections 1 and 2.

Amend the bill in section 10 in §2514-A in subsection 1 in paragraph C in the last line (page 3, line 2 in L.D.) by striking out the following: "; and" and inserting the following: '; ~~and~~ or'

Amend the bill in section 12 in §2517-C in subsection 3 by striking out all of the first 5 lines (page 6, lines 26 to 30 in L.D.) and inserting the following:

'**3. Mobile poultry processing unit operators.** A mobile poultry processing unit operator may not sell poultry products that have not been inspected at a farmers' market, to a locally owned grocery store or to a locally owned restaurant unless the poultry products are labeled with:'

Amend the bill in section 27 in the first line (page 11, line 25 in L.D.) by striking out the following: "Act" and inserting the following: 'Part'

Amend the bill by inserting after section 27 the following:

'PART B

Sec. B-1. 17-A MRSA §1057, sub-§3, as amended by PL 2011, c. 298, §2 and repealed by c. 394, §2, is repealed and the following enacted in its place:

3. It is not a defense to a prosecution under subsection 1 that the person holds a permit to carry a concealed handgun issued under Title 25, chapter 252.

Sec. B-2. 24-A MRSA §2604-A, sub-§3, as enacted by PL 1981, c. 150, §5 and c. 175, §2, is repealed and the following enacted in its place:

3. An insurer may exclude any debtors as to whom evidence of individual insurability is not satisfactory to the insurer.

Sec. B-3. 24-A MRSA §3310, sub-§3, as amended by PL 2013, c. 299, §5, is further amended to read:

3. Upon adoption of an amendment under subsection 1 or 2, the insurer shall make in triplicate a certificate, sometimes referred to as a "certificate of amendment", setting forth the amendment and the date and manner of the adoption of the amendment. The certificate must be executed by the insurer's president or vice-president and secretary or assistant secretary and duly sworn to by one of them. The insurer shall deliver to the superintendent the triplicate originals of the certificate for review, certification and approval or disapproval by the Attorney General and the superintendent, and filing and recording, all as provided for original articles of incorporation under section 3307. The Secretary of State shall charge and collect for the use of the State a fee of $20 for filing and recording the certificate of amendment of a mutual insurer. The amendment is effective when duly approved and filed with the Secretary of State.

Sec. B-4. PL 2013, c. 368, Pt. S, §9, as amended by PL 2013, c. 451, §2 and repealed by c. 595, Pt. X, §1, is repealed.

PART C

Sec. C-1. 10 MRSA §1174, sub-§3, ¶U, as corrected by RR 2013, c. 1, §19, is amended to read:

U. To cancel, terminate, fail to renew or refuse to continue any franchise relationship with a licensed new motor vehicle dealer not less than 180 days prior to the effective date of such termination, cancellation, noncontinuance or nonrenewal that occurs in whole or in part as a result of any change in ownership, operation or control of all or any part of the business of the manufacturer, whether by sale or transfer of assets, corporate stock or other equity interest, assignment, merger, consolidation, combination, joint venture, redemption, operation of law or otherwise; or the termination, suspension or cessation of a part or all of the business operations of the manufacturer; or discontinuance of the sale of the product line or a change in distribution system by the manufacturer, whether through a change in distributors or the manufacturer's decision to cease conducting business through a distributor altogether.

In addition to any other payments or requirements in this chapter, if a termination, cancellation, noncontinuance or nonrenewal was premised in whole or in part upon any of the occurrences set forth in this paragraph, the manufacturer is liable to the licensed new motor vehicle dealer in an amount at least equivalent to the fair market value of the franchise arising from the termination, cancellation, noncontinuance or nonrenewal of the franchise.

(1) If liability is based on the fair market value of the franchise, which must include diminution in value of the facilities leased or owned by the dealer as a

result of the loss of the franchise to operate in the facilities, the fair market value must be computed on the date in divisions (a) to (c) that yields the highest fair market value:

(a) The date the manufacturer announces the action that results in termination, cancellation, noncontinuance or nonrenewal;

(b) The date the action that results in termination, cancellation, noncontinuance or nonrenewal first becomes general knowledge; or

(c) The date 12 months prior to the date on which the notice of termination, cancellation, noncontinuance or nonrenewal is issued.

If the termination, cancellation, noncontinuance or nonrenewal is due to the manufacturer's change in distributors, the manufacturer may avoid paying fair market value to the licensed new motor vehicle dealer if the new distributor or the manufacturer offers the dealer a franchise agreement with terms acceptable to the dealer.

If an entity other than the original manufacturer of a line make becomes the manufacturer for the line make and intends to distribute motor vehicles of that line make in this State, that entity shall honor the franchise agreements of the original manufacturer and its licensed new motor vehicle dealers or offer those dealers of that line make, or of motor vehicles historically of that line make that are substantially similar in their design and specifications and are manufactured in the same facility or facilities, a new franchise agreement with substantially similar terms and conditions; or

Sec. C-2. 10 MRSA §1174, sub-§3, ¶V, as corrected by RR 2013, c. 2, §14, is amended 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 preowned 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'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 permissible, 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 management 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 customer 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 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 damages, 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~~.

Sec. C-3. 10 MRSA §1174, sub-§3, ¶W, as enacted by PL 2013, c. 534, §6, is repealed.

Sec. C-4. Retroactivity. This Part applies retroactively to August 1, 2014.

PART D

Sec. D-1. 28-A MRSA §460, sub-§1, as amended by PL 2015, c. 129, §1 and c. 184, §1, is repealed and the following enacted in its place:

1. Taste testing on agency liquor store premises. Subject to the conditions in subsection 2, the bureau may authorize an agency liquor store stocking at least 200 different codes of distilled spirits products to conduct taste testing of distilled spirits on that licensee's premises. An agency liquor store may request authority to conduct a taste testing using forms prescribed by the bureau. The request must indicate if a sales representative licensed under section 1502 will be pouring or providing samples, or both, for taste testing and verification that the sales representative has successfully completed an alcohol server education course approved by the commissioner. Any other consumption of alcoholic beverages on an agency liquor store's premises is prohibited, except as permitted under section 1205 or 1207.

Sec. D-2. 28-A MRSA §1505, first ¶, as amended by PL 2015, c. 129, §9 and c. 184, §5, is repealed and the following enacted in its place:

A sales representative holding a license under section 1502 may participate in a tasting event permitted under section 460; section 1051, subsection 8; section 1205; or section 1207 subject to the provisions of this section.

Sec. D-3. 28-A MRSA §1505, sub-§4, as amended by PL 2015, c. 129, §10 and c. 184, §6, is repealed and the following enacted in its place:

4. Pour or distribute. A sales representative participating in a tasting event pursuant to this section may not pour or distribute to consumers the products being offered for tasting during the event unless the sales representative was listed on a request submitted to the bureau by a licensee to conduct a taste testing in accordance with section 460; section 1051, subsection 8; section 1205; or section 1207. A sales representative who pours or distributes products to consumers at a tasting event under section 460; section 1051, subsection 8; section 1205; or section 1207 must have successfully completed an alcohol server education course approved by the commissioner. A sales representative may purchase spirits for a consumer tasting event in compliance with section 460 if the sales representative has successfully completed an alcohol server education course approved by the commissioner.

Sec. D-4. Effective date. This Part takes effect 90 days after adjournment of the First Regular Session of the 127th Legislature.

PART E

Sec. E-1. 35-A MRSA §1904, sub-§1, ¶¶A and B, as enacted by PL 2013, c. 369, Pt. B, §1, are amended to read:

A. Pursue, in appropriate regional and federal forums, market and rule changes that will reduce the basis differential for gas coming into New England and increase the

efficiency with which gas brought into New England and Maine is transmitted, distributed and used. If the commission concludes that those market or rule changes will, within the same time frame, achieve substantially the same cost reduction effects for Maine electricity and gas customers as the execution of an energy cost reduction ~~contact~~ contract, the commission may not execute an energy cost reduction contract;

B. Explore all reasonable opportunities for private participation in securing additional gas pipeline capacity that would achieve the objectives in subsection 2. If the commission concludes that private transactions, within the same time frame, achieve substantially the same cost reduction effects for Maine electricity and gas customers as the execution of an energy cost reduction ~~contact~~ contract, the commission may not execute an energy cost reduction contract; and'

Amend the bill in the emergency clause in the 2nd line (page 11, line 28 in L.D.) by inserting after the following: "approved" the following: ', except as otherwise indicated'

Amend the bill by relettering or renumbering any nonconsecutive Part letter or section number to read consecutively.

SUMMARY

This amendment amends the bill to designate the contents of the bill as Part A.

This amendment deletes from the bill sections 1 and 2 because the errors they correct have been resolved by Public Law 2015, chapter 148.

The amendment revises a provision in the bill to correct the list of categories of meat and poultry processors that may register with the Department of Agriculture, Conservation and Forestry to engage in intrastate commerce to make it clear that the categories are alternatives.

This amendment revises the labeling requirements included in the bill to carry out the intent of Public Law 2013, chapter 304 to allow mobile poultry processing unit operators to sell uninspected poultry products at a farmers' market, to a locally owned grocery store or to a locally owned restaurant only if specific labeling requirements are met.

This amendment adds Part B to include corrections that may be considered substantive changes. Part B:

1. Corrects a conflict created when Public Law 2011, chapter 298 amended the Maine Revised Statutes, Title 17-A, section 1057, subsection 3 and Public Law 2011, chapter 394 repealed Title 17-A, section 1057, subsection 3. This amendment corrects the conflict by repealing the subsection and replacing it with the chapter 298 version. This correction is supported by the Joint Standing Committee on Criminal Justice and Public Safety;

2. Corrects a conflict created by Public Law 1981, chapters 150 and 175, which enacted the same provision of law with a minor difference. Chapter 150 used the phrase "evidence of individual insurability" where chapter 175 used the phrase "evidence of insurability." This amendment corrects the conflict by repealing the provision and replacing it with the chapter 150 version;

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3. Corrects an error by adding a cross-reference that was inadvertently omitted. This correction is supported by the Joint Standing Committee on Insurance and Financial Services; and

4. Corrects a conflict created when Public Law 2013, chapter 451 amended Public Law 2013, chapter 368, Part S, section 9 and Public Law 2013, chapter 595 repealed the same provision by repealing Public Law 2013, chapter 368, Part S, section 9.

This amendment adds Part C to amend Title 10, section 1174, subsection 3 to correct the erroneous inclusion of Title 10, section 1174, subsection 3, paragraph W in the committee amendment to L.D. 1482 in the 126th Legislature. It provides that the changes apply retroactively to the effective date of Public Law 2013, chapter 534, which enacted Title 10, section 1174, subsection 3, paragraph W. These changes are substantive and supported by the Joint Standing Committee on Labor, Commerce, Research and Economic Development.

This amendment adds Part D to correct technical conflicts between 2 bills related to alcoholic beverage tastings conducted by retailers and the role of sales representatives in those events. Public Law 2015, chapters 129 and 184 amended the same sections of Title 28-A in different ways. Chapter 129 was enacted as an emergency, but chapter 184 was not, therefore this amendment provides that Part D takes effect 90 days after the adjournment of the First Regular Session of the 127th Legislature to be consistent with chapter 184's effective date.

This amendment adds Part E to correct a clerical error in the Maine Energy Cost Reduction Act concerning energy cost reduction contracts, enacted by Public Law 2013, chapter 369, by twice replacing the word "contact" with "contract." This is a technical correction.