

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 scanned originals with text recognition applied
(searchable text may contain some errors and/or omissions)

LAWS
OF THE
STATE OF MAINE

AS PASSED BY THE
ONE HUNDRED AND THIRTEENTH LEGISLATURE
FIRST REGULAR SESSION

December 3, 1986 to June 30, 1987

Chapters 1-542

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

Twin City Printery
Lewiston, Maine
1987

PUBLIC LAWS

OF THE

STATE OF MAINE

AS PASSED AT THE
FIRST REGULAR SESSION
of the
ONE HUNDRED AND THIRTEENTH LEGISLATURE
1987

Sec. 4. 36 MRSA §942-A is enacted to read:

§942-A. Aggregate tax lien certificate for time-share units; procedure

Liens created by section 552 on time-share units owned by the same person and in the same time-share project, in addition to other methods established by law, may be enforced in the following manner if requested by the taxpayer prior to notification of filing of a tax lien certificate.

1. Aggregate notice. If a taxpayer owns more than one time-share unit in the same project, the tax collector may send the notice required by section 942 to be sent before filing the tax lien certificate as one aggregate notice covering all time-share units owned by that taxpayer. The tax collector must specifically describe all units on which the taxes are due and which will be covered by the tax lien certificate by listing each unit in the notice or by appending to the notice a list or computer printout describing the units. The notice must state if a list or printout is appended.

2. Aggregate tax lien certificate. If a taxpayer owns more than one time-share unit in the same project, the tax collector shall specifically describe all units covered by the aggregate tax lien certificate by listing each unit on the certificate or by appending to the certificate a list or computer printout describing the units. The certificate must state if a list or printout is appended.

3. Total or partial discharge. The taxpayer may discharge all the liens included in the aggregate tax lien certificate by payment of all the taxes due on all the tax liens, plus the fees required by subsection 4. The taxpayer may discharge less than all the liens included in the aggregate tax lien certificate by payment of all the taxes due on one or more of the time-share units, plus the fees required by subsection 5 for each partial discharge.

4. Total discharge. The taxpayer shall pay the following fees for the total discharge of liens covered by the aggregate tax lien certificate:

A. Thirty-five cents per time-share unit listed for the tax collector, for making one aggregate notice and demand for payment of all the assessed taxes on all time-share units owned by the taxpayer together with the certified mail, return receipt requested, fee;

B. Five dollars for the register of deeds for recording one aggregate tax lien certificate;

C. Five dollars for the register of deeds for recording one aggregate discharge of the tax lien mortgage;

D. Ten dollars; and

E. Three dollars established by section 943 for sending one aggregate notice 30 to 45 days prior to the foreclosing date of the tax lien mortgage if that notice is

actually sent and all the certified mail, return receipt requested, fees.

5. Partial discharge. The taxpayer shall pay the following fees for the partial discharge of liens covered by the aggregate tax lien certificate:

A. Thirty-five cents per time-share unit listed for the tax collector for making one aggregate notice and demand for payment of all the assessed taxes on all time-share units owned by the taxpayer together with the certified mail, return receipt requested, fee;

B. Five dollars for the register of deeds for recording one aggregate tax lien certificate;

C. Five dollars for the register of deeds for recording the discharge of the tax lien mortgage on the first 4 time-share units and \$0.25 for each additional time-share unit;

D. Ten dollars; and

E. Three dollars established by section 943 for sending one aggregate notice 30 to 45 days prior to the foreclosing date of the tax lien mortgage if that notice is actually sent and all the certified mail, return receipt requested, fees.

6. Application. This section applies to all taxes assessed on time-share units on or after April 1, 1986.

7. Effect on foreclosure procedure. A partial discharge does not affect the foreclosure date for any liens not discharged.

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

Effective June 19, 1987.

CHAPTER 359

S.P. 584 — L.D. 1735

AN ACT to Amend the Maine Lemon Laws.

Be it enacted by the People of the State of Maine as follows:

Sec. 1. 10 MRSA §1161, sub-§1, as enacted by PL 1983, c. 145, is amended to read:

1. Consumer. "Consumer" means the purchaser, other than for purposes of resale, or the lessee, of a motor vehicle, any person to whom the motor vehicle is transferred during the duration of an express warranty applicable to the motor vehicle and any other person entitled by the terms of the warranty to enforce the obligations of the warranty, except that the term "consumer" shall not include any governmental entity, or any busi-

ness or commercial enterprise which registers 3 or more motor vehicles.

Sec. 2. 10 MRSA §1161, sub-§3, as enacted by PL 1983, c. 145, is amended to read:

3. Motor vehicle. "Motor vehicle" means any motor driven vehicle, designed for the conveyance of passengers or property on the public highways, which is sold or leased in this State, except that the term "motor vehicle" does not include any commercial vehicle with a gross vehicle weight of 8,500 pounds or more.

Sec. 3. 10 MRSA §1163, sub-§§2 and 3, as amended by PL 1985, c. 220, §3, are further amended to read:

2. Failure to make effective repair. If the manufacturer or its agents or authorized dealers are unable to conform the motor vehicle to any applicable express warranty by repairing or correcting any defect or condition, or combination of defects or conditions, which substantially impairs the use, safety or value of the motor vehicle after a reasonable number of attempts, the manufacturer shall either replace the motor vehicle with a comparable new motor vehicle or accept return of the vehicle from the consumer and make a refund to the consumer and lienholder, if any, as their interests may appear. The consumer may reject any offered replacement and receive instead a refund. The refund shall consist of the following items, less a reasonable allowance for use of the vehicle:

A. The full purchase price or, if a leased vehicle, the lease payments made to date;

B. All collateral charges, including, but not limited to, sales tax, license and registration fees and similar government charges; and

C. Costs incurred by the consumer for towing and storage of the vehicle and for procuring alternative transportation while the vehicle was out of service by reason of repair.

The provisions of this section shall not affect the obligations of a consumer under a loan or sales contract or the secured interest of any secured party. The secured party shall consent to the replacement of the security interest with a corresponding security interest on a replacement motor vehicle which is accepted by the consumer in exchange for the motor vehicle, if the replacement motor vehicle is comparable in value to the original motor vehicle. If, for any reason, the security interest in the new motor vehicle having a defect or condition is not able to be replaced with a corresponding security interest on a new motor vehicle accepted by the consumer, the consumer shall accept a refund. Refunds required under this section shall be made to the consumer and the secured party, if any, as their interests exist at the time the refund is to be made. Similarly, refunds to a lessor and lessee shall be made as their interests exist at the time the refund is to be made.

3. Reasonable number of attempts; presumption. It is presumed that a reasonable number of attempts have been undertaken to conform a motor vehicle to the applicable express warranties, if:

A. In the case of a motor vehicle sold before October 1, 1985, the same nonconformity has been subject to repair 4 ~~3~~ or more times by the manufacturer or its agents or authorized dealers within the express warranty term or during the period of one year following the date of original delivery of the motor vehicle to a consumer, whichever is the earlier date, and at least 2 of those times to the same agent or dealer, but the nonconformity continues to exist;

A-1. In the case of a motor vehicle sold on or after October 1, 1985, the same nonconformity has been subject to repair 4 ~~3~~ or more times by the manufacturer or its agents or authorized dealers within the express warranty term, during the period of 2 years following the date of original delivery of the motor vehicle to a consumer or during the first 18,000 miles of operation, whichever is the earlier date, and at least 2 of those times to the same agent or dealer, but the nonconformity continues to exist; or

B. The vehicle is out of service by reason of repair, by the manufacturer, its agents or authorized dealer, of any ~~nonconformities~~ defect or condition or combination of defects or conditions covered under subsection 2 for a cumulative total of ~~30~~ 15 or more business days during that warranty term or the appropriate time period, whichever is the earlier date.

Sec. 4. 10 MRSA §1163, sub-§3-A is enacted to read:

3-A. Final opportunity to repair. If the manufacturer or his agents have been unable to make the repairs necessary to conform the vehicle to the express warranties, the consumer shall notify, in writing, the manufacturer or the authorized dealer of his desire for a refund or replacement. For the 7 business days following receipt by the dealer or the manufacturer of this notice, the manufacturer shall have a final opportunity to correct or repair any nonconformities. This final repair effort shall be at a repair facility that is reasonably accessible to the consumer. This repair effort shall not stay the time period within which the manufacturer must provide an arbitration hearing pursuant to section 1165.

Sec. 5. 10 MRSA §1163, sub-§4, as amended by PL 1985, c. 220, §3, is further amended to read:

4. Time limit; extension. The term of an express warranty, the one-year and 2-year periods following delivery and the ~~30-day~~ 15-day period provided in subsection 3, paragraph B, shall be extended by any period of time during which repair services are not available to the consumer because of a war, invasion, strike or fire, flood or other natural disaster.

Sec. 6. 10 MRSA §1163, sub-§6, as enacted by PL

1985, c. 220, §3, is amended to read:

6. Disclosure of notice requirement. No consumer may be required to notify the manufacturer of a claim under this section, unless the ~~manufacturer~~ manufacturer has clearly and conspicuously disclosed to the consumer, in the warranty or owner's manual, that written notification of the nonconformity is required before the consumer may be eligible for a refund or replacement of the vehicle. The manufacturer shall include with the warranty or owner's manual the name and address to which the consumer shall send the written notification.

Sec. 7. 10 MRSA §1163, sub-§6-A is enacted to read:

6-A. Notification of dealer. Consumers may also satisfy a manufacturer's notice requirement by notifying in writing the authorized dealer of a claim under this section. The dealer shall act as the manufacturer's agent and immediately communicate to the manufacturer the consumer's claim.

Sec. 8. 10 MRSA §1168 is enacted to read:

§1168. New car leases

For the purposes of this chapter only, the following apply to leases of new motor vehicles.

1. Warranties. If express warranties are regularly furnished to purchasers of substantially the same kind of motor vehicles:

A. Those warranties shall be deemed to apply to the leased motor vehicles; and

B. The consumer lessee shall be deemed to be the first purchaser of the motor vehicle for the purpose of any warranty provisions limiting warranty benefits to the original purchaser.

2. Lessee's rights. The lessee of a motor vehicle has the same rights under this chapter against the manufacturer and any person making express warranties that the lessee would have under this chapter if the vehicle had been purchased by the lessee. The manufacturer and any person making express warranties have the same duties and obligations under this chapter with respect to the vehicle that the manufacturer and other person would have under this chapter if the goods had been sold to the lessee.

Effective September 29, 1987.

CHAPTER 360

S.P. 569 — L.D. 1702

AN ACT Relating to Catering Services under the Liquor Law.

Be it enacted by the People of the State of Maine as follows:

28-A MRSA §1076, sub-§3, as enacted by PL 1987, c. 45, Pt. A, §4, is repealed and the following enacted in its place:

3. Income from sale of food requirement. At least a minimum amount of gross annual income must be from the sale of food for each qualified catering service. The income from sale of food requirement shall be based on the population of the municipality in which the qualified catering service is located.

A. In municipalities having a population of over 50,000 persons:

(1) Year-round qualified catering services must have a minimum gross income of \$50,000 a year from the sale of food to the public; and

(2) Part-time qualified catering services must have a minimum gross income of:

(a) Thirty thousand dollars from the sale of food to the public as a requirement for a part-time license not in excess of 6 consecutive months; and

(b) Twenty thousand dollars from the sale of food to the public as a requirement for a part-time license not in excess of 3 consecutive months.

B. In municipalities having a population of 30,001 to 50,000 persons:

(1) Year-round qualified catering services must have a minimum gross income of \$40,000 a year from the sale of food to the public; and

(2) Part-time qualified catering services must have a minimum gross income of:

(a) Twenty-five thousand dollars from the sale of food to the public as a requirement for a part-time license not in excess of 6 consecutive months; and

(b) Twenty thousand dollars from the sale of food to the public as a requirement for a part-time license not in excess of 3 consecutive months.

C. In municipalities having a population of 20,001 to 30,000 persons:

(1) Year-round qualified catering services must have a minimum gross income of \$30,000 a year from the sale of food to the public; and

(2) Part-time qualified catering services must have a minimum gross income of \$20,000 from the sale of food to the public as a requirement for a part-time license not in excess of 6 consecutive months.