

# MAINE STATE LEGISLATURE

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**LAWS**  
OF THE  
**STATE OF MAINE**

AS PASSED BY THE  
ONE HUNDRED AND FOURTEENTH LEGISLATURE  
**FIRST REGULAR SESSION**

December 7, 1988 to July 1, 1989

Chapters 1 - 502

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

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

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J.S. McCarthy Company  
Augusta, Maine  
1989

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**PUBLIC LAWS**  
**OF THE**  
**STATE OF MAINE**

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

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

**1989**

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party. ~~If his the answer is in the affirmative, the registrar shall have ask in which party the person complete the enrollment portion of the application wishes to enroll. If the answer is in the negative, the registrar shall note on the enrollment portion of the application that the person chose not to enroll in a political party. Nothing in this section may be construed to require a person to enroll in a political party.~~

1. **Influence prohibited.** The registrar shall not attempt to influence an applicant in ~~his choice of a party, any aspect of the enrollment procedure~~ and he shall not allow anyone else present to do so.

**Sec. 3. 21-A MRSA §142, first ¶,** as enacted by PL 1985, c. 161, §6, is amended to read:

A voter who had initially chosen not to enroll in a particular party may later enroll in a party by filing an application with the registrar personally, by mail or otherwise, at any time, except that on election day a voter must enroll in person.

**Sec. 4. 21-A MRSA §151,** as enacted by PL 1985, c. 161, §6, is amended to read:

**§151. Same form**

An individual ~~may shall~~ register to vote and ~~enroll in a political party~~ indicate enrollment status at the same time and on the same form. If an individual chooses to enroll in a political party, the registrar shall indicate the party chosen on the registration form. The registrar shall indicate on the registration form if an individual chooses not to enroll in a political party.

**Sec. 5. 21-A MRSA §152, sub-§1, ¶L,** as amended by PL 1987, c. 145, is further amended to read:

L. Choice of political party if the applicant desires to enroll in a political party or an indication that the applicant chose not to enroll in a party.

**Sec. 6. 21-A MRSA §154, sub-§1, ¶N,** as enacted by PL 1985, c. 161, §6, is amended to read:

N. Choice of political party if the registrant wishes to enroll in a political party or an indication that the applicant chose not to enroll in a party.

**Sec. 7. 21-A MRSA §171, sub-§1, ¶¶H to J,** as enacted by PL 1985, c. 161, §6, are amended to read:

H. Remarks concerning registration ~~or enrollment;~~

I. Date of registration; ~~and~~

J. Signature of registrant; ~~and~~

**Sec. 8. 21-A MRSA §171, sub-§1, ¶K** is enacted to read:

K. Political party designation or indication that the voter wishes unenrolled status.

See title page for effective date.

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## CHAPTER 314

H.P. 751 - L.D. 1055

### An Act to Restrict Smoking in Enclosed Shopping Malls

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

22 MRSA §1672-A is enacted to read:

**§1672-A. Smoking restricted**

1. **Policy notice.** The owner or manager, or designee, of every shopping center subject to this chapter shall establish a written policy concerning smoking and nonsmoking by members of the public in any enclosed common area of the center. In order to protect the public from detrimental effects of smoking by others, the policy shall prohibit smoking, except in designated smoking areas. A printed copy of this policy shall be posted in conspicuous locations throughout the common areas governed by the policy. In any area in which smoking is prohibited, the managing entity of the shopping center shall post in a conspicuous place a sufficient number of signs indicating that smoking is prohibited. The letters in the signs shall be at least 1 1/2 inches high and proportionally wide.

2. **Designated smoking areas.** Areas designated as smoking areas shall be in locations designed to minimize the effect of environmental tobacco smoke on the public.

3. **Shopping centers; food or beverage service areas.** Smoking in any part of an enclosed common area where food or beverages are served and tables provided shall be governed by subsection 1579-A.

See title page for effective date.

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## CHAPTER 315

H.P. 791 - L.D. 1103

### An Act to Strengthen the Law Pertaining to Taking or Defacing Political Campaign Signs

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

23 MRSA §1917-A is enacted to read:

**§1917-A. Unlawful removal of political signs**

1. **Taking, defacing or disturbing political sign; civil violation.** A person who takes, defaces or disturbs a

lawfully placed sign bearing political messages relating to a general election, primary election or referendum commits a civil violation for which a forfeiture of up to \$250 may be adjudged.

**2. Application.** This section does not apply to:

A. A person authorized by a candidate or political committee to remove signs placed by or at the direction of that candidate or political committee; and

B. The landowner, or agent of the landowner, on whose property a sign has been placed.

See title page for effective date.

## CHAPTER 316

H.P. 858 - L.D. 1190

### An Act to Amend the Law Relating to Property Insurance

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

**Sec. 1. 24-A MRSA §3002, sub-§1,** as amended by PL 1969, c. 177, §56, is further amended to read:

1. No insurer ~~shall~~ may issue fire insurance policies on property in this State; other than those of the Maine standard fire insurance policy; which shall contain the following consideration and insuring clause, assignment clause and the general conditions and stipulations set forth after ~~such~~ these consideration, insuring and assignment clauses:

#### Consideration and Insuring Clause

In Consideration of the Provisions and Stipulations herein or added hereto and of the premium above specified, this Company, for the term of ..... from ..... at ~~noon~~ 12:01 a.m. (Standard Time) to ..... at ~~noon~~ 12:01 a.m. (Standard Time) at location of property involved, to an amount not exceeding the amount(s) above specified, does insure ..... and legal representatives, to the extent of the actual cash value of the property at the time of loss, but not exceeding the amount which it would cost to repair or replace the property with material of like kind and quality within a reasonable time after such loss, without allowance for any increased cost of repair or reconstruction by reason of any ordinance or law regulating construction or repair, and without compensation for loss resulting from interruption of business or manufacture, nor in any event for more than the interest of the insured, against all DIRECT LOSS BY FIRE, LIGHTNING AND BY REMOVAL FROM PREMISES ENDANGERED BY THE PERILS INSURED AGAINST IN THIS POLICY, EXCEPT AS HEREINAFTER PROVIDED, to the property described herein while located or contained as described in this policy, or pro rata for five days at each proper place to which any of the property shall necessarily be removed for preservation

from the perils insured against in this policy, but not elsewhere.

#### Assignment Clause

Assignment of this policy shall not be valid except with the written consent of this Company.

This policy is made and accepted subject to the foregoing provisions and stipulations and those hereinafter stated, which are hereby made a part of this policy, together with such other provisions, stipulations and agreements as may be added hereto, as provided in this policy.

#### General Conditions and Stipulations

Concealment, fraud. This entire policy shall be void if, whether before or after a loss, the insured has willfully concealed or misrepresented any material fact or circumstance concerning this insurance or the subject thereof, or the interest of the insured therein, or in case of any fraud or false swearing by the insured relating thereto.

Uninsurable and excepted property. This policy shall not cover accounts, bills, currency, deeds, evidences of debt, money or securities; nor, unless specifically, named hereon in writing, bullion or manuscripts.

Perils not included. This Company shall not be liable for loss by fire or other perils insured against in this policy caused, directly or indirectly by: (a) enemy attack by armed forces, including action taken by military, naval or air forces in resisting an actual or an immediately impending enemy attack; (b) invasion; (c) insurrection; (d) rebellion; (e) revolution; (f) civil war; (g) usurped power; (h) order of any civil authority except acts of destruction at the time of and for the purpose of preventing the spread of fire, provided that such fire did not originate from any of the perils excluded by this policy; (i) neglect of the insured to use all reasonable means to save and preserve the property at and after a loss, or when the property is endangered by fire in neighboring premises; (j) nor shall this Company be liable for loss by theft.

Other insurance. Other insurance may be prohibited or the amount of insurance may be limited by endorsement attached hereto.

Conditions suspending or restricting insurance. Unless otherwise provided in writing added hereto this Company shall not be liable for loss occurring (a) while the hazard is increased by any means within the control or knowledge of the insured; or

(b) while a described building, whether intended for occupancy by owner or tenant, is vacant or unoccupied beyond a period of sixty consecutive days; or

(c) as a result of explosion or riot, unless fire ~~ensue~~ ensues, and in that event for loss by fire only.

Other perils or subjects. Any other peril to be insured against or subject of insurance to be covered in this policy shall be by endorsement in writing hereon or added hereto.