

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 FIFTEENTH LEGISLATURE

SECOND SPECIAL SESSION
December 12, 1991 to January 7, 1992

SECOND REGULAR SESSION
January 8, 1992 to March 31, 1992

THE GENERAL EFFECTIVE DATE FOR
SECOND REGULAR SESSION
NON-EMERGENCY LAWS IS
JUNE 30, 1992

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

J.S. McCarthy Company
Augusta, Maine
1992

PUBLIC LAWS
OF THE
STATE OF MAINE

AS PASSED AT THE
SECOND REGULAR SESSION

of the
ONE HUNDRED AND FIFTEENTH LEGISLATURE

1991

as the mortgagor's primary residence, the mortgagee may not accelerate maturity of the unpaid balance of the obligation or otherwise enforce the mortgage because of a default consisting of the mortgagor's failure to make any required payment, tax payment or insurance premium payment, by any method authorized by this chapter until at least 30 days after the date that written notice is given by the mortgagee to the mortgagor at the last known address of the mortgagor that the mortgagor has the right to cure the default by full payment of all amounts that are due without acceleration, including reasonable interest and late charges specified in the mortgage or note. If the mortgagor tenders payment of the amounts before the date specified in the notice, the mortgagor is restored to all rights under the mortgage deed as though the default had not occurred.

2. No application to supervised lender or supervised financial organization. This section does not apply to transactions involving a supervised lender or supervised financial organization as those terms are defined in Title 9-A, section 1-301.

3. Notice procedure. A mortgagee gives notice to a mortgagor under this section by mailing the notice by certified mail, return receipt requested. If the notice is undeliverable by certified mail, the mortgagee must send the notice to the mortgagor by ordinary mail. The time when notice is given is the date the mortgagor signs the receipt or, if the notice is undeliverable by certified mail, the date the notice was sent by ordinary mail.

Sec. 2. 14 MRSA §6203-F, as enacted by PL 1967, c. 544, §38, is repealed and the following enacted in its place:

§6203-F. Foreclosure of bond for deed and contracts for sale of real estate

1. Foreclosure procedure. If the purchaser of real estate under a contract for the sale of real estate, including a bond for a deed, is in default of any of the terms of that contract, the seller or the seller's heirs or assigns may foreclose the rights of the purchaser in the contract not less than 30 days after giving the notice required by subsection 2 by any of the means provided by law for the foreclosure of mortgages, except that the redemption period is 60 days. Within the redemption period, the purchaser or a person claiming under the purchaser may apply to any Justice of the Supreme Judicial Court or Superior Court for an extension of time to redeem, and after such notice as the court may order, for good cause shown, the court may extend the redemption period to a maximum of one year. An extension order is not binding against any person without actual notice of the order unless, within the 60-day period, a written notice describing the land, identifying the instrument under which foreclosure proceedings have been brought and setting forth the fact that application for extension of the redemption period has been made, is recorded in the regis-

try of deeds in the county in which the land is located. This section may not be construed to extend the life of options with an ascertainable time of termination. The remedy afforded by this section supplements other legal remedies that may be available to the seller.

2. Notice of right to cure; application. Before foreclosing the rights of the purchaser described in subsection 1, the seller or the seller's heirs or assigns must give written notice to the purchaser at the last known address of the purchaser that the purchaser has 30 days to cure the default by full payment of all amounts past due including reasonable interest and late charges specified in the contract. If the purchaser tenders payment of the amount before the date specified in the notice, the purchaser is restored to all rights under the contract as though the default had not occurred.

A. A seller gives notice to the purchaser under this section by mailing the notice by certified mail, return receipt requested. If the notice is undeliverable by certified mail, the seller must send the notice to the purchaser by ordinary mail. The time when notice is given is the date the purchaser signs the receipt or, if the notice is undeliverable by certified mail, the date the notice was sent by ordinary mail.

B. This subsection applies only to contracts for the sale of residential real estate located in this State, when the purchaser is in possession of the subject real estate. All other transactions are governed by the terms of the contract and applicable law.

See title page for effective date.

CHAPTER 708

H.P. 1470 - L.D. 2082

An Act Pertaining to Pole Attachment Rate Disputes

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

Sec. 1. 35-A MRSA §711, sub-§4 is enacted to read:

4. Rules. The commission shall adopt a rule governing the resolution of pole attachment rate disputes. The commission shall consider various formulas, including, but not limited to, the formula adopted by the Federal Communications Commission as codified in 47 Code of Federal Regulations, Part 1, Subpart J, as amended.

Sec. 2. Public Utilities Commission; rule. The Public Utilities Commission shall adopt a rule governing

pole attachment rate disputes under the Maine Revised Statutes, Title 35-A, section 711, subsection 4 no later than one year after the effective date of this Act.

See title page for effective date.

CHAPTER 709

H.P. 1517 - L.D. 2129

An Act to Amend the Maine Insurance Code

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

Sec. 1. 24-A MRS §4202, as amended by PL 1989, c. 842, §§1 to 3, is repealed.

Sec. 2. 24-A MRS §4202-A is enacted to read:
§4202-A. Definitions

As used in this chapter, unless the context otherwise indicates, the following terms have the following meanings.

1. Basic health care services. “Basic health care services” means health care services that an enrolled population might reasonably require in order to be maintained in good health, including, at a minimum, emergency care, inpatient hospital care, inpatient-outpatient physician services, x-ray services and laboratory services.

2. Capitated basis. “Capitated basis” has the following meanings.

A. “Capitated basis” means fixed per-member, per-month payments or percentage-of-premium payments pursuant to which the provider assumes full risk for the cost of contracted services without regard to the type, value or frequency of services provided. For purposes of this definition, capitated basis includes the cost associated with operating staff model facilities.

B. “Capitated basis,” in the context of a point-of-service option plan, means prepayment that considers provision of in-plan covered services as described in paragraph A and that considers out-of-plan indemnity benefits reimbursed pursuant to the terms of a point-of-service product approved pursuant to section 4207-A.

3. Carrier. “Carrier” means a health maintenance organization, an insurer, a nonprofit hospital, a medical service corporation or any other entity responsible for the payment of benefits or provision of services under a group contract.

4. Copayment. “Copayment” means an amount an enrollee must pay in order to receive a specific service that is not fully prepaid.

5. Deductible. “Deductible” means the amount an enrollee is responsible to pay out of pocket before a health maintenance organization begins to pay the costs associated with treatment.

6. Enrollee. “Enrollee” means an individual who is enrolled in a health maintenance organization.

7. Evidence of coverage. “Evidence of coverage” means any certificate, agreement or contract issued to a group contract holder or an enrollee setting out the coverage to which an enrollee is entitled.

8. Group contract holder. “Group contract holder” means an entity or person that has purchased coverage from a health maintenance organization that provides, at a minimum, basic health care services to enrollees.

9. Health care services. “Health care services” means any services included in the furnishing of medical care, dental care or hospitalization to an individual, or any services incident to the furnishing of that care or hospitalization, as well as the furnishing of any other services to an individual to prevent, alleviate, cure or heal human illness or injury.

10. Health maintenance organization. “Health maintenance organization” means a public or private organization that is organized under the laws of the Federal Government, this State, another state or the District of Columbia and that:

A. Provides, arranges or pays for, or reimburses the cost of, health care services, including, at a minimum, basic health care services to enrolled participants;

B. Is compensated, except for reasonable copayments, for basic health care services to enrolled participants solely on a predetermined periodic rate basis;

C. Provides physicians’ services primarily directly through physicians who are either employees or partners of that organization or through arrangements with individual physicians or one or more groups of physicians organized on a group-practice or individual-practice basis under which those physicians or groups are provided effective incentives to avoid unnecessary or unduly costly utilization, regardless of whether a physician is individually compensated primarily on a fee-for-service basis or otherwise. The organization may discharge its obligation through a point-of-service option product by reimbursing out-of-plan providers pursuant