

MAINE STATE LEGISLATURE

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LAWS
OF THE
STATE OF MAINE

AS PASSED BY THE
ONE HUNDRED AND SEVENTEENTH LEGISLATURE

SECOND SPECIAL SESSION
September 5, 1996 to September 7, 1996

ONE HUNDRED AND EIGHTEENTH LEGISLATURE

FIRST REGULAR SESSION
December 4, 1996 to March 27, 1997

FIRST SPECIAL SESSION
March 27, 1997 to June 20, 1997

THE GENERAL EFFECTIVE DATE FOR
FIRST REGULAR SESSION
NON-EMERGENCY LAWS IS
JUNE 26, 1997

FIRST SPECIAL SESSION
NON-EMERGENCY LAWS IS
SEPTEMBER 19, 1997

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
1997

11. Rules. The commissioner may adopt rules to establish application requirements, a process for application review and a process for deciding upon lease applications and otherwise implement the provisions of this section.

Rules adopted pursuant to this section are routine technical rules pursuant to Title 5, chapter 375, subchapter II-A.

Sec. 7. 12 MRSA §6079, sub-§1, as enacted by PL 1991, c. 381, §7, is amended to read:

1. Notice required. When introducing an antibiotic into the waters of the State at a research site under section ~~6072, subsection 1-A, paragraph A 6072-A~~ or an aquaculture leasehold site, a person shall post written public notice in the municipality nearest the leasehold site in the same location as that generally used to post notice of town meetings or city elections. The notice must include the following information:

- A. The name and address of the aquaculture leaseholder and an in-state telephone number for the leaseholder that can be called to get further information on the antibiotic application;
- B. The name of the person or persons responsible for applying the antibiotic;
- C. The name of the antibiotic to be applied;
- D. The dosage to be applied;
- E. The time and duration of treatment; and
- F. The date of posting.

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

Effective May 20, 1997.

CHAPTER 232

H.P. 928 - L.D. 1275

An Act to Allow a Separate, Nonsmoking Area for a Beano or Bingo Game

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

Sec. 1. 17 MRSA §327 is enacted to read:

§327. Nonsmoking area

The Chief of State Police shall adopt rules that allow a licensee to establish a nonsmoking area within

the room or outdoor area where the operator calls the numbers. Visibility and access between the smoking and nonsmoking areas may not be impeded except that a doorway may be installed. Both the smoking and nonsmoking areas must have a public address system and a master board, electric flashboard or chalkboard visible to all players. A member of the licensee must be present during the game in both the smoking and the nonsmoking areas. Rules adopted pursuant to this section are routine technical rules as defined by Title 5, chapter 375, subchapter II-A.

See title page for effective date.

CHAPTER 233

H.P. 737 - L.D. 1001

An Act to Encourage Organ Donation by Making Information Available through the Secretary of State

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

Sec. 1. 29-A MRSA §1402-A, sub-§3 is enacted to read:

3. Information on organ and tissue donation. The Secretary of State shall make available information on organ and tissue donation to license applicants and holders. The Secretary of State shall also make information on organ and tissue donation available in offices of the Bureau of Motor Vehicles.

See title page for effective date.

CHAPTER 234

S.P. 287 - L.D. 938

An Act to Include Incorporated Fire Departments Recognized by Any Authority Created by Statute within the Protection of the Maine Tort Claims Act

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

Sec. 1. 14 MRSA §8102, sub-§3, as amended by PL 1989, c. 104, Pt. C, §§8 and 10, is further amended to read:

3. Political subdivision. "Political subdivision" means any city, town, plantation, county, administrative entity or instrumentality created pursuant to Title 30-A, chapters 115 and 119, incorporated fire fighting

unit that is organized under Title 13-B and is officially recognized by any authority created by statute, quasi-municipal corporation and special purpose district, including, but not limited to, any water district, sanitary district, hospital district, school district of any type, any volunteer fire association as defined in Title 30-A, section 3151, and any emergency medical service.

See title page for effective date.

CHAPTER 235

H.P. 897 - L.D. 1214

An Act to Provide a Warranty for Assistive Devices for Persons with Disabilities

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

Sec. 1. 10 MRSA c. 227 is enacted to read:

CHAPTER 227

ASSISTIVE DEVICES FOR PERSONS WITH DISABILITIES

§1500. Definitions

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

1. Assistive device. "Assistive device" means any device that a consumer purchases or accepts transfer of in this State that is used within manufacturer specifications by a person with a disability within the meaning of the federal Americans with Disabilities Act to offset the effect of the disability and enhance function in carrying out a major life activity. "Assistive device" includes, but is not limited to, manual wheelchairs, motorized wheelchairs, motorized scooters and other aids that enhance the mobility of the individual; hearing aids, telephone communications devices for the deaf, or TDD, assistive listening devices and other aids that enhance an individual's ability to hear; voice synthesized computer modules, optical scanners, talking software, braille printers and other devices that enhance a sight-impaired individual's ability to communicate; and any other assistive device that enables a person with a disability to communicate, see, hear or maneuver. "Assistive device" does not include a hearing aid as defined by Title 32, section 1658, subsection 5.

2. Consumer. "Consumer" means a person who purchases or leases an assistive device from a dealer or manufacturer for purposes other than resale; a

person to whom an assistive device is transferred for purposes other than resale while an express warranty is in effect; a funding source that purchases a device for a person with a disability; or a person otherwise legally qualified to enforce a warranty.

3. Nonconformity. "Nonconformity" means a condition or a defect that substantially impairs the use, value or safety of an assistive device that is covered by an express warranty applicable to that assistive device, or to a component of that assistive device, but does not include a condition or defect that is the result of abuse, neglect or unauthorized modification or alteration of the assistive device by the consumer.

§1500-A. Trial period

All assistive devices as defined in this chapter must be sold subject to a 30-day trial. A consumer may return an assistive device to the dealer from which it was purchased within the 30-day trial period if the device is not specifically fit for the consumer's particular needs and receive a full refund, after satisfaction of any perfected security interests, if the assistive device has not been damaged, abused or altered by the consumer. If the assistive device was purchased with insurance or public funds, the refund must be returned to the funding source. This section does not apply to an assistive device for which a trial period is already specifically addressed by another law.

§1500-B. Express warranty

1. Warranty. A manufacturer who sells or leases an assistive device to a consumer, either directly or through an assistive device dealer, shall warranty that the assistive device is in conformity with the terms of this subsection and shall furnish the consumer with a written express warranty for the assistive device. In the case of a sale, the duration of the express warranty must be at least one year from the date of the initial setup of the assistive device for the consumer. In the case of a lease, the duration of the express warranty must be for the duration of the lease. In both cases, the warranty must provide that the assistive device is free from any condition or defect that substantially impairs its value to the consumer during the warranty period. In the absence of an express warranty, the manufacturer is deemed to have made this warranty.

2. Repair. If a new assistive device does not conform to an applicable express warranty and the consumer reports the nonconformity to the manufacturer, the assistive device lessor or any of the manufacturer's authorized assistive device dealers and makes the assistive device available for repair during the warranty period, the nonconformity must be repaired at no charge to the consumer or the funding source. If a repair is required, a replacement or loan