

MAINE STATE LEGISLATURE

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LAWS
OF THE
STATE OF MAINE

AS PASSED BY THE

ONE HUNDRED AND TWENTY-SECOND LEGISLATURE

SECOND SPECIAL SESSION

July 29, 2005

SECOND REGULAR SESSION

January 4, 2006 to May 24, 2006

THE GENERAL EFFECTIVE DATE FOR

SECOND SPECIAL SESSION

NON-EMERGENCY LAWS IS

OCTOBER 28, 2005

THE GENERAL EFFECTIVE DATE FOR

SECOND REGULAR SESSION

NON-EMERGENCY LAWS IS

AUGUST 23, 2006

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

Penmor Lithographers

Lewiston, Maine

2006

- (2) Title 27;
- (3) Title 28-A;
- (4) Title 29-A;
- (5) Title 30;
- (6) Title 30-A;
- (7) Title 31;
- (8) Title 32;
- (9) Title 33;
- (10) Title 34-A;
- (11) Title 34-B;
- (12) Title 35-A;
- (13) Title 36;
- (14) Title 37-B;
- (15) Title 38; and
- (16) Title 39-A.

Only for
Certain
Members

Sec. 8. Appropriations and allocations.
The following appropriations and allocations are made.

LEGISLATURE

Legislature 0081

Initiative: Provides a base allocation of \$500 in fiscal year 2006-07 in the event outside funding is received to fund certain expenses of the Right To Know Advisory Committee.

OTHER SPECIAL REVENUE

FUNDS	2005-06	2006-07
All Other	\$0	\$500
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OTHER SPECIAL REVENUE FUNDS TOTAL	\$0	\$500

See title page for effective date.

CHAPTER 632

H.P. 1493 - L.D. 2101

An Act Regarding Prepaid Contracts for Heating Fuel

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

3. Scheduling changes. The advisory committee may make adjustments to the scheduling guidelines provided in subsection 2 as it determines appropriate and shall notify the review committee of such adjustments.

Sec. 6. 1 MRSA §434, sub-§2-A are enacted to read:

2-A. Accountability review of agency or official. In evaluating each proposed public records exception, the review committee shall, in addition to applying the criteria of subsection 2, determine whether there is a publicly accountable entity that has authority to review the agency or official that collects, maintains or uses the record subject to the exception in order to ensure that information collection, maintenance and use are consistent with the purpose of the exception and that public access to public records is not hindered.

Sec. 7. 5 MRSA §12004-J, sub-§14 is enacted to read:

14.	<u>Right To</u>	<u>Legislative</u>	<u>1</u>
<u>Freedom of</u>	<u>Know</u>	<u>Per Diem</u>	<u>MRSA</u>
<u>Access</u>	<u>Advisory</u>	<u>and Ex-</u>	<u>§411</u>
	<u>Committee</u>	<u>penses for</u>	
		<u>Legislators</u>	
		<u>and</u>	
		<u>Expenses</u>	

Sec. 1. 10 MRSA §1110 is enacted to read:

§1110. Requirements for price protection and prepaid contracts

1. Contract and solicitation requirements. A contract for the retail sale of home heating oil, kerosene or liquefied petroleum gas that offers a guaranteed price plan, including a prepaid contract and any other similar term, must be in writing and the terms and conditions of the price plan must be disclosed. The disclosure of terms and conditions must be in plain language, must immediately follow the language concerning the price or service that could be affected and must be printed in no less than 12-point boldface type of uniform font. A solicitation for the retail sale of home heating oil, kerosene or liquefied petroleum gas that offers a guaranteed price plan that could become a contract upon a response from a consumer, including a prepaid contract and any other similar term, must be in writing and the terms and conditions of that offer must be disclosed in plain language.

2. Security for prepaid contracts required; options. A home heating oil, kerosene or liquefied petroleum gas dealer may not enter into a prepaid

contract to provide home heating oil, kerosene or liquefied petroleum gas to a consumer unless that dealer has obtained and maintains in accordance with subsection 3 any one of the following:

A. Heating oil, kerosene or liquefied petroleum gas contracts or other similar commitments that allow the dealer to purchase, at a fixed price, heating oil, kerosene or liquefied petroleum gas in an amount not less than 75% of the maximum number of gallons that the dealer is committed to deliver pursuant to all prepaid contracts entered into by the dealer;

B. A surety bond in an amount not less than 50% of the total amount of funds paid to the dealer by consumers pursuant to all prepaid heating oil, kerosene or liquefied petroleum gas contracts entered into by the dealer; or

C. A letter of credit in an amount not less than 100% of the total amount of funds paid to the dealer by consumers pursuant to all prepaid heating oil, kerosene or liquefied petroleum gas contracts entered into by the dealer.

3. Maintenance of security. A dealer shall maintain the amount of futures contracts or other similar commitments, the amount of the surety bond or the letter of credit required by subsection 2 for the period of time for which the prepaid home heating oil, kerosene or liquefied petroleum gas contracts are effective, except that the amount of the futures contracts or surety bond may be reduced during such period of time to reflect any amount of home heating oil, kerosene or liquefied petroleum gas already delivered to and paid for by the consumer.

4. Disclosure; additional contract requirements. A prepaid home heating oil, kerosene or liquefied petroleum gas contract must indicate:

A. The amount of funds paid by the consumer to the dealer under the contract;

B. The maximum number of gallons of home heating oil, kerosene or liquefied petroleum gas committed by the dealer for delivery to the consumer pursuant to the contract; and

C. That the performance of the prepaid contract is secured by one of the options set forth in subsection 2.

5. Reimbursement provision required. A prepaid home heating oil, kerosene or liquefied petroleum gas contract must provide that the contract price of any undelivered home heating oil, kerosene or liquefied petroleum gas owed to the consumer under the contract at the end date of the contract must be reimbursed to the consumer not later than 30 days

after the end date of the contract unless the parties to the contract agree otherwise.

See title page for effective date.

CHAPTER 633

S.P. 93 - L.D. 273

An Act Regarding the So-called Katie Beckett Benefits in the MaineCare Program

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

Sec. 1. 22 MRSA §3173-F, sub-§1, as enacted by PL 2003, c. 20, Pt. K, §9, is amended to read:

1. Premiums. The department may apply to the federal Centers for Medicare and Medicaid Services for a waiver or amend a pending or current waiver under the Medicaid program authorizing the department to impose cost sharing on some or all persons eligible for MaineCare under the Katie Beckett option authorized by the federal Tax Equity and Fiscal Responsibility Act of 1982. Premiums must be implemented on a sliding scale. The department must consult with stakeholders prior to implementing changes under this section and comply with applicable federal requirements regarding public participation in the development of the Katie Beckett waiver policy.

See title page for effective date.

CHAPTER 634

S.P. 789 - L.D. 2044

An Act To Enhance the Protection of Maine Families from Terrorism and Natural Disasters

Emergency preamble. **Whereas,** acts of the Legislature do not become effective until 90 days after adjournment unless enacted as emergencies; and

Whereas, the State's emergency preparedness efforts need to be supported to ensure that the State has the tools necessary to protect our citizens from terrorism and natural disasters; and

Whereas, in the judgment of the Legislature, these facts create an emergency within the meaning of the Constitution of Maine and require the following legislation as immediately necessary for the preservation of the public peace, health and safety; now, therefore,