

MAINE STATE LEGISLATURE

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LAWS
OF THE
STATE OF MAINE

AS PASSED BY THE

ONE HUNDRED AND TWENTY-THIRD LEGISLATURE

FIRST REGULAR SESSION
December 6, 2006 to June 21, 2007

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

Penmor Lithographers
Lewiston, Maine
2007

7-A. Physician assistant. "Physician assistant" means a person who has graduated from a physician assistant or surgeon assistant program accredited by the American Medical Association Committee on Allied Health Education and Accreditation or the Commission on Accreditation of Allied Health Education Programs or its successor and who has passed the certifying examination administered by the National Commission on Certification of Physician Assistants or its successor.

Sec. 8. 22 MRSA §2907, sub-§2, as amended by PL 2005, c. 359, §7, is further amended to read:

2. Time of death. The time of death must be determined by a physician ~~or~~ nurse practitioner or physician assistant who attends the donor at the donor's death, or, if none, the physician ~~or~~ nurse practitioner or physician assistant who certifies the death. This physician ~~or~~ nurse practitioner or physician assistant may not participate in the procedures for removing or transplanting a part.

See title page for effective date.

CHAPTER 57

H.P. 674 - L.D. 889

An Act To Allow Apartment Building Owners To Prevent Damage to Property in the Installation of Over-the-air Reception Devices

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

Sec. 1. 14 MRSA §6041, as enacted by PL 1987, c. 294, is amended to read:

§6041. Installation; consent of building owner required

1. Installation. A tenant in a multiple dwelling unit may subscribe to cable television service or use an over-the-air reception device, subject to the following provisions.

A. ~~A cable~~ An operator who affixes or causes to be affixed cable television facilities or an over-the-air reception device to the dwelling of a tenant shall do so at no cost to the owner of the dwelling; shall indemnify the owner immediately for damages, if any, arising from the installation or the continued operation of the installation, or both; and ~~shall~~ may not interfere with the safety, functioning, appearance or use of the dwelling, nor interfere with the rules of the owner dealing with the day-to-day operations of the property, including the owner's reasonable access rules for soliciting business.

Nothing in this section may prohibit an owner from contracting with the ~~cable~~ operator for work in addition to standard installation.

B. ~~No cable~~ An operator may not enter into any agreement with persons owning, leasing, controlling or managing a building ~~served by a cable television system~~ or perform any act ~~which~~ that would directly or indirectly diminish or interfere with the rights of any tenant to use a master or individual antenna system.

C. ~~A cable~~ An operator must have the owner's written consent to affix cable television system facilities or an over-the-air reception device to a tenant's dwelling. The owner may refuse the installation of cable television facilities or an over-the-air reception device for good cause only. Good cause includes, but is not limited to:

- (1) Failure to honor previous written contractual commitments; or
- (2) Failure to repair damages caused by ~~a cable~~ an operator during prior installation.

D. In the absence of written consent, the consent required by paragraph C ~~shall be~~ is considered to have been granted to ~~a cable~~ an operator upon ~~his~~ the operator's delivery to the owner, in person or by certified mail, return receipt requested by the addressee, the following:

- (1) A copy of this section;
- (2) A signed statement that the ~~cable~~ operator will be bound by the terms of this section to the owner of the property upon which the cable television system facilities ~~are~~ or over-the-air reception device is to be affixed; and
- (3) Notice to the owner in clear, understandable language that describes the owner's rights and responsibilities.

E. If consent is obtained under paragraph D, the ~~cable~~ operator shall present and the owner and operator shall review, prior to any installation, plans and specifications for the installation, unless waived in writing by the owner. The operator shall abide by reasonable installation requests by the owner. In any legal action brought pursuant to this paragraph, the burden of proof relative to the reasonable nature of the owner's request ~~shall be~~ is on the ~~cable~~ operator. The ~~cable~~ operator shall inspect the premises with the owner after installations to ensure conformance with the plans and specifications. The ~~cable~~ operator ~~shall be~~ is responsible for maintenance of any equipment installed on the owner's premises and ~~shall be~~ is entitled to reasonable access for that maintenance. Unless waived in writing by the owner, the ~~cable~~ operator, prior to any installation, shall provide the owner with a certificate of insurance covering

all the employees or agents of the installer or ~~ea-~~
~~ble~~ operator, as well as all equipment of the ~~cable~~
operator, and must indemnify the owner from all
liability arising from the operator's installation,
maintenance and operation of cable television fa-
cilities or an over-the-air reception device.

F. If consent is obtained under paragraph D and the owner of any such real estate intends to require the payment of any sum in excess of a nominal amount defined in this subsection as \$1, in exchange for permitting the installation of cable television system facilities or an over-the-air reception device to the dwelling of the tenant, the owner shall notify the ~~cable~~ operator by certified mail, return receipt requested, within 20 days of the date on which the owner is notified that the ~~cable~~ operator intends to ~~extend install~~ cable television system facilities or an over-the-air reception device to the dwelling of a tenant of the owner's real estate. Without this notice, it will be conclusively presumed that the owner will not require payment in excess of the nominal amount mentioned in this section specified for such connection. If the owner gives notice, the owner, within 30 days after giving the notice, shall advise the ~~cable~~ operator in writing of the amount the owner claims as compensation for affixing cable television system facilities or an over-the-air reception device to ~~his~~ the owner's real estate. If, within 30 days after receipt of the owner's claim for compensation, the ~~cable~~ operator has not agreed to accept the owner's demand, the owner may bring an action in the Superior Court to enforce ~~his~~ the owner's claim for compensation. If the Superior Court decides in favor of the owner and orders the ~~cable~~ operator to pay the owner's claim for compensation, the ~~cable~~ operator shall reimburse the owner for reasonable ~~attorneys at-~~
~~torney's~~ fees incurred by the owner in litigation of this matter before the Superior Court. The action ~~shall must~~ be brought within 6 months of the date on which the owner first made demand upon the ~~cable~~ operator for compensation and not after that date.

It ~~shall must~~ be presumed that reasonable compensation ~~shall be~~ is the nominal amount, but such presumption may be rebutted and overcome by evidence that the owner has a specific alternative use for the space occupied by cable television system facilities or equipment or an over-the-air reception device, the loss of which ~~shall will~~ result in a monetary loss to the owner, or that installation of cable television system facilities or equipment or an over-the-air reception device upon the multiple dwelling unit will otherwise substantially interfere with the use and occupancy of the unit or property to an extent ~~which that~~ causes a decrease in the resale or rental value of

the real estate. In determining the damages to any such real estate injured when no part of it is being taken, consideration is to be given only to such injury as is special and peculiar to the real estate and there ~~shall must~~ be deducted from the damages the amount of any benefit to the real estate by reason of the installation of cable television system facilities or an over-the-air reception device.

G. None of the steps enumerated in paragraph F, to claim or enforce a demand for compensation in excess of the nominal amount, ~~shall may~~ impair or delay the right of the ~~cable~~ operator to install, maintain or remove cable television system facilities or an over-the-air reception device at a tenant's dwelling on the real estate. The Superior Court ~~shall have~~ has original jurisdiction to enforce this paragraph.

H. ~~No A~~ person owning, leasing, controlling or managing any multiple dwelling unit served by a cable television system or an over-the-air reception device may ~~not~~ discriminate in rental or other charges between tenants who subscribe to these services and those who do not, or demand or accept payment in any form for the affixing of cable television system equipment or an over-the-air reception device on or under the real estate, ~~pro-~~
~~vided except~~ that the owner of the real estate may require, in exchange for permitting the installation of cable television system equipment or an over-the-air reception device within and upon the real estate, reasonable compensation to be paid by the ~~cable~~ operator. The compensation ~~shall must~~ be determined in accordance with this subsection.

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

(1) ~~"Cable television operator," "cable op-~~
~~erator" or "operator"~~ "Operator" means any person, firm or corporation owning, controlling, operating, managing or leasing a cable television system, satellite system, wireless cable system or any other system involving the transmission and reception of a signal or any lawful agent appointed by any one of the persons or entities mentioned in this subparagraph.

(2) "Multiple dwelling unit" means any building or structure ~~which that~~ contains 2 or more apartments or living units.

(2-A) "Over-the-air reception device" means a device used for receiving a signal that is transmitted over the air, including, but not limited to, a satellite dish apparatus, a television antenna and a wireless cable antenna.

(3) "Owner" means the person or persons possessing legal title to real estate or the lawful agent appointed by an owner.

(4) "Tenant" means one who has the temporary use and occupation of real property owned by another person.

Sec. 2. Maine Revised Statutes headnote amended; revision clause. In the Maine Revised Statutes, Title 14, chapter 710-B, in the chapter headnote, the words "Cable Television Installation" are amended to read "Cable Television and Over-the-air Reception Device Installation" and the Revisor of Statutes shall implement this revision when updating, publishing or republishing the statutes.

See title page for effective date.

CHAPTER 58

S.P. 167 - L.D. 512

An Act To Change the Name of the Maine State Retirement System

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

Sec. 1. 5 MRSA §17101, sub-§2, as enacted by PL 1985, c. 801, §§5 and 7, is amended to read:

2. Name. The retirement system ~~shall be~~ is known as the "Maine ~~State~~ Public Employees Retirement System" and by that name all of its business ~~shall~~ must be transacted, all of its funds invested and all of its cash and securities and other property held in trust for the purpose for which received.

Sec. 2. Transition provisions. The following provisions govern the transition of the Maine State Retirement System to the Maine Public Employees Retirement System. The duties, function, responsibilities, benefits, mission, goals and privileges of the Maine State Retirement System inure to the Maine Public Employees Retirement System. The Maine Public Employees Retirement System is the successor in every way to the Maine State Retirement System. These powers, duties and functions include, but are not limited to, the following.

1. The members of the Board of Trustees of the Maine State Retirement System serve as members of the Board of Trustees of the Maine Public Employees Retirement System until their appointed terms expire.

2. All accrued expenditures, assets, liabilities, balances, allocations, transfers, revenues and all other available funds of the Maine State Retirement System are authorized for use by the Maine Public Employees Retirement System.

3. All existing rules, regulations and procedures in effect, in operation or adopted in or by the Maine State Retirement System or its officers continue in effect until rescinded, revised or amended by the pertinent authority within the Maine Public Employees Retirement System.

4. All existing contracts, agreements, bonds, insurances, leases and compacts currently in effect in the Maine State Retirement System continue in effect until rescinded, revised or amended by the pertinent authority within the Maine Public Employees Retirement System.

5. The Maine Public Employees Retirement System serves as the successor employer to and shall assume the obligations of the Maine State Retirement System.

6. All buildings, automobiles, equipment and other real and personal property previously belonging to or allocated for the use of the Maine State Retirement System become the property of the Maine Public Employees Retirement System.

7. All existing forms, licenses, letterheads, signs and similar items bearing the name of or referring to the Maine State Retirement System may be utilized by the Maine Public Employees Retirement System until existing supplies of those items are exhausted.

Sec. 3. Maine Revised Statutes amended; revision clause. Wherever in the Maine Revised Statutes the words "Maine State Retirement System" appear or reference is made to that entity or those words, those words are amended to read or mean, as appropriate, "Maine Public Employees Retirement System," and the Revisor of Statutes shall implement this revision when updating, publishing or republishing the statutes.

See title page for effective date.

CHAPTER 59

S.P. 104 - L.D. 321

An Act To Increase the Bonding Capacity of the Maine Turnpike Authority

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

Sec. 1. 23 MRSA §1968, sub-§1, as amended by PL 2003, c. 566, §1, is further amended to read:

1. Turnpike revenue bonds. In addition to bonds outstanding pursuant to any other provision of this chapter, the authority may provide by resolution from time to time for the issuance of turnpike revenue bonds, including notes or other evidences of indebtedness or obligations defined to be bonds under this