

# MAINE STATE LEGISLATURE

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

**AS PASSED BY THE**

**ONE HUNDRED AND THIRTY-FIRST LEGISLATURE**

**FIRST REGULAR SESSION**  
**December 7, 2022 to March 30, 2023**

**FIRST SPECIAL SESSION**  
**April 5, 2023 to July 26, 2023**

**THE GENERAL EFFECTIVE DATE FOR**  
**FIRST REGULAR SESSION**  
**NONEMERGENCY LAWS IS**  
**JUNE 29, 2023**

**THE GENERAL EFFECTIVE DATE FOR**  
**FIRST SPECIAL SESSION**  
**NONEMERGENCY LAWS IS**  
**OCTOBER 25, 2023**

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

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**Augusta, Maine**  
**2023**

6. Rules. The bureau may adopt rules to implement this section. Rules adopted in accordance with this subsection are routine technical rules as described under Title 5, chapter 375, subchapter 2-A.

See title page for effective date.

**CHAPTER 203  
H.P. 1054 - L.D. 1644**

**An Act to Permit the  
Expenditure of Accumulated  
Tax Increment Revenues**

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

**Sec. 1. 30-A MRSA §5227, sub-§4** is enacted to read:

**4. Remaining funds.** This subsection governs remaining tax increment funds.

A. Any tax increment revenues remaining in the development sinking fund account established under subsection 3, paragraph A on the date the development district ends may be retained in the development sinking fund account and used only to pay debt service on bonds and notes issued under section 5231 and the financial plan.

B. Any tax increment revenues remaining in the project cost account established under subsection 3, paragraph A on the date the development district ends may be retained in the project cost account for a period of 3 years from the date the development district ends and used only to pay approved project costs that are described in the development program.

C. Any tax increment revenues remaining in the development sinking fund account or the project cost account established under subsection 3, paragraph A after the expiration of the time periods described in paragraphs A and B must be returned to the municipal or plantation general fund and a corresponding tax shift adjustment must be implemented with the Department of Administrative and Financial Services, Bureau of Revenue Services.

See title page for effective date.

**CHAPTER 204  
H.P. 1109 - L.D. 1730**

**An Act to Implement Changes  
to the Laws Relating to Judicial  
Separation and Divorce  
Regarding Preliminary  
Injunctions as Recommended  
by the Family Law Advisory  
Commission**

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

**Sec. 1. 19-A MRSA §852**, as amended by PL 2021, c. 647, Pt. B, §44 and affected by §65, is further amended to read:

**§852. Preliminary injunction, effect; attachment or trustee process**

**1. Issue Issuance of preliminary injunction by the court; service; contents; effect.** ~~In all actions for judicial separation the clerk of the court, pursuant to order of, the District Court, shall issue a preliminary injunction order in the following manner.~~

~~A. The preliminary injunction must bear the signature or facsimile signature of the clerk, be under the seal of the court, and contain the name of the court issuing the preliminary injunction and the names of the parties and state the name and address of the plaintiff's attorney. If the plaintiff is represented, the preliminary injunction must also state the name and address of the plaintiff's attorney. The preliminary injunction may be obtained in blank from the clerk and must be filled out by the plaintiff's attorney for a fee. The plaintiff or the plaintiff's attorney is responsible for serving this shall serve the preliminary injunction, along with the summons and complaint, on the defendant along with the summons and complaint.~~

~~B. The preliminary injunction must be directed to each party to the action and must contain the following orders order that, unless the parties otherwise agree in writing or unless the court orders otherwise:~~

~~(1) That Except as specifically allowed by paragraph B-1, each party is enjoined prohibited from damaging, destroying, transferring, encumbering, concealing, selling or otherwise disposing of the any property of owned or claimed by either or both of the parties, except in the usual course of business or for the necessities of life, without the written consent of the parties or the permission of the court; regardless of whose name the property is in or who holds title to the property. Violations of this subparagraph include but are not limited to the following:~~

(a) Withdrawing from or borrowing from or against all or any part of the cash surrender value of a life insurance policy of either party or of a child of the parties;

(b) Withdrawing from or borrowing from or against all or any part of the retirement, profit-sharing, pension, death or other employee benefit plan or from an employee savings plan, an individual retirement account or a "Keogh" retirement account; and

(c) Intentionally or knowingly damaging or destroying the personal property of the parties, including but not limited to any electronically stored materials, electronic communications, financial records and documents that represent or embody anything of value;

(2) That each party is enjoined from imposing restraint on the personal liberty of the other party or of a biological or adopted child of either or both of the parties; and

(3) That each party is enjoined prohibited from canceling or voluntarily removing the other party or a child of the parties from a policy of health, dental or disability insurance that provides coverage for the other party or the child of the parties; and that each party is required to comply with any annual renewal requirements or deadlines necessary for the maintenance of such policies;

(4) Each party is prohibited from canceling or changing in any way, including by changing a beneficiary of, a casualty, life or motor vehicle policy insuring a party or the party's property;

(5) Each party is prohibited from opening, tampering with, destroying, deleting or withholding mail, e-mail or text messages or any other form of communication addressed to the other party; and

(6) Each party is prohibited from signing the other party's name on any negotiable instrument, check or draft, including but not limited to a tax refund, security deposit, insurance payment or dividend.

B-1. Notwithstanding paragraph B, subparagraph (1), the preliminary injunction does not prohibit a party from accessing funds or incurring debt for the following purposes:

(1) To continue the regular operations of an ongoing business;

(2) To pay for the necessities of life, including housing, utilities, food, transportation, school, child care and medical expenses;

(3) To retain an attorney for the legal separation or divorce proceeding; and

(4) To make regular withdrawals or required minimum withdrawals in the normal course of retirement.

C. The preliminary injunction must include the following statement:

"Warning

This is an official court order. If you disobey this order the court may find you in contempt of court.

This court order ~~is effective~~ will remain in effect until the earliest of the following:

- (1) The court revokes or modifies it;
- (2) A final divorce judgment or decree of judicial separation is entered; or
- (3) The action is dismissed."

D. The preliminary injunction is effective against the plaintiff upon the commencement of the action and against the defendant upon service of a copy of both the complaint and ~~order~~ the preliminary injunction in accordance with the Maine Rules of Civil Procedure. The plaintiff is deemed to have accepted service of the plaintiff's copy of the preliminary injunction and to have actual notice of its contents by filing or causing the complaint to be served. ~~The plaintiff shall cause a copy of the preliminary injunction to be served upon the defendant with a copy of the summons and complaint.~~

E. The preliminary injunction has the force and effect of and is an order of a Judge of the ~~Probate Court or District Court or Justice of Superior Court~~ and is enforceable by all remedies made available by law, including contempt of court. ~~The order remains in effect until entry of a final decree, until the case is dismissed or until otherwise ordered by the court.~~

**2. Revocation or modification by the court.** A preliminary injunction may be revoked or modified by the court after hearing for good cause shown. The party seeking to revoke or modify the preliminary injunction shall file a motion together with an affidavit that demonstrates the good cause necessary for revocation or modification.

A. Notwithstanding any law to the contrary, on 7 days' notice to the other party or on shorter notice as the court may order, either party subject to ~~an order~~ a preliminary injunction may appear and move the dissolution or modification of the ~~order~~ preliminary injunction, and in that event the court shall proceed to hear and determine the motion as expeditiously as justice requires.

B. Mediation is not required before a hearing on a motion to revoke or modify a preliminary injunction except as directed by the court.

C. ~~A The court may modify or add to the terms of the preliminary injunction does not prejudice the rights of the parties or a child that are to be adjudicated at subsequent hearings in at any time during the pendency of the proceeding and does not limit the power of the court to issue other injunctive relief that may be proper under the circumstances.~~

D. A preliminary injunction terminates and ceases to have effect when:

- (1) The court revokes or modifies it, except that, if the court modifies the preliminary injunction, the modified preliminary injunction takes effect upon the termination of the existing preliminary injunction and remains effective until later terminated as provided in this paragraph;
- (2) A final divorce judgment or decree of judicial separation is entered; or
- (3) The action is dismissed.

**3. Remedies.** The court may enforce a preliminary injunction issued pursuant to this section:

- A. By finding a person who disobeys or resists the injunction in contempt of court;
- B. By requiring a person who disobeys or resists the injunction to pay the costs and attorney's fees that the other party incurred to enforce the preliminary injunction; or
- C. By appropriate processes as in other actions.

The remedies provided in this subsection for enforcement of a preliminary injunction are in addition to any other civil or criminal remedies available, including civil contempt of court. The use of one remedy does not prevent the simultaneous or subsequent use of any other remedy.

**4. ~~Mutual order of~~ No effect on protection or restraint orders.** Orders issued pursuant to this section do not supersede orders issued pursuant to former chapter 101 or to chapter 103.

**5. Attachment of property; trustee process.** Attachment of real or personal property or on trustee process may be used in connection with an action for judicial separation.

**Sec. 2. 19-A MRSA §903**, as amended by PL 2021, c. 647, Pt. B, §45 and affected by §65, is further amended to read:

**§903. Preliminary injunction, effect; attachment or trustee process**

**1. Issue Issuance of preliminary injunction by the court; service; contents; effect.** In all actions for

divorce or for spousal or child support following divorce by a court that lacked personal jurisdiction over the absent spouse, ~~the clerk of the court, pursuant to order of the District Court,~~ shall issue a preliminary injunction order in the following manner.

A. The preliminary injunction must bear the signature or facsimile signature of the clerk, be under the seal of the court, and contain the name of the court issuing the preliminary injunction and the names of the parties and. If the plaintiff is represented, the preliminary injunction must also state the name and address of the plaintiff's attorney. The preliminary injunction may be obtained in blank from the clerk and must be filled out by the plaintiff's attorney for a fee. The plaintiff or the plaintiff's attorney is responsible for serving this shall serve the preliminary injunction, along with the summons and complaint, on the defendant along with the summons and complaint.

B. The preliminary injunction must be directed to each party to the action and must ~~contain the following orders~~ order that, unless the parties otherwise agree in writing or unless the court orders otherwise:

(1) ~~That~~ Except as specifically allowed by paragraph B-1, each party is enjoined prohibited from damaging, destroying, transferring, encumbering, concealing, selling or otherwise disposing of the any property of owned or claimed by either or both of the parties, except in the usual course of business or for the necessities of life, without the written consent of the parties or the permission of the court; regardless of whose name the property is in or who holds title to the property. Violations of this subparagraph include but are not limited to the following:

(a) Withdrawing from or borrowing from or against all or any part of the cash surrender value of a life insurance policy of either party or of a child of the parties;

(b) Withdrawing from or borrowing from or against all or any part of the retirement, profit-sharing, pension, death or other employee benefit plan or from an employee savings plan, an individual retirement account or a "Keogh" retirement account; and

(c) Intentionally or knowingly damaging or destroying the personal property of the parties, including but not limited to any electronically stored materials, electronic communications, financial records and documents that represent or embody anything of value;

~~(2) That each party is enjoined from imposing restraint on the personal liberty of the other party or of a biological or adopted child of either or both of the parties; and~~

~~(3) That each~~ Each party is enjoined prohibited from canceling or voluntarily removing the other party or a child of the parties from a policy of health, dental or disability insurance that provides coverage for the other party or the child of the parties; and that each party is required to comply with any annual renewal requirements or deadlines necessary for the maintenance of such policies;

(4) Each party is prohibited from canceling or changing in any way, including by changing a beneficiary of, a casualty, life or motor vehicle policy insuring a party or the party's property;

(5) Each party is prohibited from opening, tampering with, destroying, deleting or withholding mail, e-mail or text messages or any other form of communication addressed to the other party; and

(6) Each party is prohibited from signing the other party's name on any negotiable instrument, check or draft, including but not limited to a tax refund, security deposit, insurance payment or dividend.

B-1. Notwithstanding paragraph B, subparagraph (1), the preliminary injunction does not prohibit a party from accessing funds or incurring debt for the following purposes:

(1) To continue the regular operations of an ongoing business;

(2) To pay for the necessities of life, including housing, utilities, food, transportation, school, child care and medical expenses;

(3) To retain an attorney for the legal separation or divorce proceeding; and

(4) To make regular withdrawals or required minimum withdrawals in the normal course of retirement.

C. The preliminary injunction must include the following statement:

"Warning

This is an official court order. If you disobey this order the court may find you in contempt of court.

This court order is effective will remain in effect until the earliest of the following:

- (1) The court revokes or modifies it;
- (2) A final divorce judgment or decree of judicial separation is entered; or

(3) The action is dismissed."

D. The preliminary injunction is effective against the plaintiff upon the commencement of the action and against the defendant upon service of a copy of both the complaint and ~~order~~ the preliminary injunction in accordance with the Maine Rules of Civil Procedure. The plaintiff is deemed to have accepted service of the plaintiff's copy of the preliminary injunction and to have actual notice of its contents by filing or causing the complaint to be served. ~~The plaintiff shall cause a copy of the preliminary injunction to be served upon the defendant with a copy of the summons and complaint.~~

E. The preliminary injunction has the force and effect of and is an order of a Judge of the ~~Probate Court or District Court or Justice of Superior Court~~ and is enforceable by all remedies made available by law, including contempt of court. ~~The order remains in effect until entry of a final decree, until the case is dismissed or until otherwise ordered by the court.~~

**2. Revocation or modification by the court.** A preliminary injunction may be revoked or modified by the court after hearing for good cause shown. The party seeking to revoke or modify the preliminary injunction shall file a motion together with an affidavit that demonstrates the good cause necessary for revocation or modification.

A. Notwithstanding any law to the contrary, on 7 days' notice to the other party or on shorter notice as the court may order, either party subject to ~~an~~ order a preliminary injunction may appear and move the dissolution or modification of the ~~order~~ preliminary injunction, and in that event the court shall proceed to hear and determine the motion as expeditiously as justice requires.

B. Mediation is not required before a hearing on a motion to revoke or modify a preliminary injunction except as directed by the court.

C. ~~A~~ The court may modify or add to the terms of the preliminary injunction does not prejudice the rights of the parties or a child that are to be adjudicated at subsequent hearings in at any time during the pendency of the proceeding and does not limit the power of the court to issue other injunctive relief that may be proper under the circumstances.

D. A preliminary injunction terminates and ceases to have effect when:

- (1) The court revokes or modifies it, except that, if the court modifies the preliminary injunction, the modified preliminary injunction takes effect upon the termination of the existing preliminary injunction and remains effective until later terminated as provided in this paragraph;

- (2) A final divorce judgment or decree of judicial separation is entered; or
- (3) The action is dismissed.

**3. Remedies.** The court may enforce a preliminary injunction issued pursuant to this section:

- A. By finding a person who disobeys or resists the injunction in contempt of court;
- B. By requiring a person who disobeys or resists the injunction to pay the costs and attorney's fees that the other party incurred to enforce the preliminary injunction; or
- C. By appropriate processes as in other actions.

The remedies provided in this subsection for enforcement of a preliminary injunction are in addition to any other civil or criminal remedies available, including civil contempt of court. The use of one remedy does not prevent the simultaneous or subsequent use of any other remedy.

**4. Mutual order of No effect on protection or restraint orders.** Orders issued pursuant to this section do not supersede orders issued pursuant to former chapter 101 or to chapter 103.

**5. Attachment of property; trustee process.** Attachment of real or personal property or on trustee process may be used in connection with an action for divorce or spousal or child support following divorce by a court that lacked personal jurisdiction over the absent spouse.

**6. Application.** ~~The~~ Except as provided in subsection 1, the injunction authorized in this section does not apply to post-divorce actions.

See title page for effective date.

**CHAPTER 205**

**S.P. 728 - L.D. 1803**

**An Act to Improve the Maine Workers' Compensation Act of 1992**

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

**Sec. 1. 39-A MRSA §105**, as amended by PL 2015, c. 297, §2, is further amended to read:

**§105. ~~Predetermination of independent~~ Independent contractor and construction subcontractor status**

**1. ~~Predetermination permitted~~ Independent contractor status.** A worker, ~~an employer or a workers' compensation insurance carrier, or any together,~~ may apply to the board for a predetermination of whether the status of an individual worker, group of

~~workers or a job classification associated with the employer is that of an employee or an independent contractor~~ may file with the board, on forms approved by the board, a statement that the worker performs work as an independent contractor.

A. ~~The predetermination by the board~~ statement creates a rebuttable presumption, valid for one year from the date the statement is received by the board, that the ~~determination is correct~~ worker is an independent contractor in any later claim for benefits under this Act.

B. Nothing in this subsection requires a worker, ~~an employer or a workers' compensation insurance carrier to request predetermination~~ to file a statement with the board.

**1-A. ~~Predetermination permitted for construction subcontractors~~ Construction subcontractor status.** A person, as defined in section 105-A, subsection 1, paragraph E, ~~may apply to the board for a predetermination~~ file with the board, on forms approved by the board, a statement that the person performs construction work in a manner that would not make the person an employee of a hiring agent, as defined in section 105-A, subsection 1, paragraph D.

A. ~~The predetermination issued by the board pursuant to this subsection is~~ statement creates a rebuttable presumption, valid for one year ~~and creates a rebuttable presumption that the determination is correct~~ from the date the statement is received by the board, that the person is a construction subcontractor in any later claim for benefits under this Act.

B. Nothing in this subsection requires a person, as defined in section 105-A, subsection 1, paragraph E, ~~a worker, an employer or a workers' compensation insurance carrier to request predetermination~~ to file a statement with the board.

**2. Premium adjustment.** If it is determined that ~~a predetermination~~ a statement filed with the board pursuant to this section does not withstand board or judicial scrutiny when raised in a subsequent workers' compensation claim, then, depending on the final outcome of that subsequent proceeding, either the workers' compensation insurance carrier shall return excess premium collected or the employer shall remit premium subsequently due ~~in order to put the parties in the same position as if the final outcome under the contested claim were predetermined correctly.~~

**3. ~~Predetermination submission~~ Independent contractor and construction subcontractor information.** A party may submit, on forms approved by the ~~The~~ board, a request for predetermination regarding the status of a person or job description as an employee, construction subcontractor, as defined in section 105-A, subsection 1, paragraph B, or independent contractor. The request is deemed to have been approved if the board does not deny or take other appropriate action on