

# MAINE STATE LEGISLATURE

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

**AS PASSED BY THE**

**ONE HUNDRED AND THIRTY-FIRST LEGISLATURE**

**SECOND REGULAR SESSION**  
**January 3, 2024 to May 10, 2024**

**THE GENERAL EFFECTIVE DATE FOR**  
**SECOND REGULAR SESSION**  
**NON-EMERGENCY LAWS IS**  
**AUGUST 9, 2024**

**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**  
**2024**

Regulations, Part 180, Subparts A and B, as in effect on January 1, 2024.

**2. Standard format; rules.** A hospital must provide price transparency data in a standardized format established in rule by the Maine Health Data Organization. The Maine Health Data Organization shall adopt by rule a standardized format for a hospital to disclose price transparency data that is the same or substantially similar to any format required by federal regulations. Rules adopted pursuant to this subsection are routine technical rules as described in Title 5, chapter 375, subchapter 2-A.

**3. Failure to comply.** A hospital that fails to comply with subsection 2 or any rule adopted by the Maine Health Data Organization may be subject to a fine for failure to comply under section 8705-A. Notwithstanding any provision of law to the contrary, the Maine Health Data Organization shall retain any fine collected from a hospital for a failure to comply with this section pursuant to a compliance action taken under section 8705-A.

**4. Determination of material compliance; notice.** Upon a determination that a hospital is not in material compliance with subsections 1 and 2, the Maine Health Data Organization shall notify the hospital that the hospital is not in material compliance and require the hospital to take corrective action within 60 days to become materially compliant. The Maine Health Data Organization shall adopt by rule standards for material compliance that align with federal regulations. Rules adopted pursuant to this subsection are routine technical rules as described in Title 5, chapter 375, subchapter 2-A.

See title page for effective date.

**CHAPTER 585  
S.P. 863 - L.D. 2035**

**An Act Regarding Disclosure  
of Flood Risk by Sellers of Real  
Estate**

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

**Sec. 1. 33 MRSA §173, sub-§5,** as amended by PL 2017, c. 181, §2, is further amended to read:

**5. Known defects.** Any known defects; ~~and~~

**Sec. 2. 33 MRSA §173, sub-§6, ¶B,** as enacted by PL 2017, c. 181, §3, is amended to read:

B. Any means other than a public way, in which case the seller shall disclose information about who is responsible for maintenance of the means of access, including any responsible road association, if known by the seller; and

**Sec. 3. 33 MRSA §173, sub-§7** is enacted to read:

**7. Flood hazard.** Information regarding potential flood risks, including:

A. Whether, at the time the seller provides the information to the purchaser, the property is located wholly or partly within an area of special flood hazard mapped on the effective flood insurance rate map issued by the Federal Emergency Management Agency on or after March 4, 2002; the federally designated flood zone for the property indicated on that flood insurance rate map; and a copy of the relevant panel of that flood insurance rate map. For the purposes of this paragraph, "area of special flood hazard" has the same meaning as in Title 38, section 436-A, subsection 1-C;

B. Whether, during the time that the prospective seller has owned the property:

(1) Any flood events affected the property or a structure on the property;

(2) Any flood-related damage to a structure occurred on the property;

(3) Any flood insurance claims were filed for a structure on the property and, if so, the date of each claim; and

(4) Any past disaster-related aid was provided related to the property or a structure on the property from federal, state or local sources for the purposes of flood recovery and, if so, the date of each payment; and

C. For the purposes of this subsection, "flood" means:

(1) A general and temporary condition of partial or complete inundation of normally dry areas from:

(a) The overflow of inland or tidal waters; or

(b) The unusual and rapid accumulation or runoff of surface waters from any source; or

(2) The collapse or subsidence of land along the shore of a lake or other body of water as a result of erosion or undermining caused by waves or currents of water exceeding anticipated cyclical levels or suddenly caused by an unusually high water level in a natural body of water, accompanied by a severe storm or by an unanticipated force of nature, such as a flash flood or an abnormal tidal surge, or by some similarly unusual and unforeseeable event that results in flooding as described in subparagraph (1), division (a).

**Sec. 4. 33 MRSA §193, sub-§3, ¶B**, as enacted by PL 2019, c. 142, §2, is amended to read:

B. Any means other than a public way, in which case the seller shall disclose information about who is responsible for maintenance of the means of access, including any responsible road association, if known by the seller-; and

**Sec. 5. 33 MRSA §193, sub-§4** is enacted to read:

**4. Flood hazard.** Information regarding potential flood risks, including:

A. Whether, at the time the seller provides the information to the purchaser, the property is located wholly or partly within an area of special flood hazard mapped on the effective flood insurance rate map issued by the Federal Emergency Management Agency on or after March 4, 2002; the federally designated flood zone for the property indicated on that flood insurance rate map; and a copy of the relevant panel of that flood insurance rate map. For the purposes of this paragraph, "area of special flood hazard" has the same meaning as in Title 38, section 436-A, subsection 1-C;

B. Whether, during the time that the prospective seller has owned the property:

- (1) Any flood events affected the property or a structure on the property;
- (2) Any flood-related damage to a structure occurred on the property;
- (3) Any flood insurance claims were filed for a structure on the property and, if so, the date of each claim; and
- (4) Any past disaster-related aid was provided related to the property or a structure on the property from federal, state or local sources for the purposes of flood recovery and, if so, the date of each payment; and

C. For the purposes of this subsection, "flood" means:

- (1) A general and temporary condition of partial or complete inundation of normally dry areas from:
  - (a) The overflow of inland or tidal waters; or
  - (b) The unusual and rapid accumulation or runoff of surface waters from any source; or
- (2) The collapse or subsidence of land along the shore of a lake or other body of water as a result of erosion or undermining caused by waves or currents of water exceeding

anticipated cyclical levels or suddenly caused by an unusually high water level in a natural body of water, accompanied by a severe storm or by an unanticipated force of nature, such as a flash flood or an abnormal tidal surge, or by some similarly unusual and unforeseeable event that results in flooding as described in subparagraph (1), division (a).

**Sec. 6. 33 MRSA §194** is enacted to read:

**§194. Delivery and time of disclosure; cancellation of contract**

**1. Definition.** As used in this section, "flood risk disclosure statement" means a statement containing, at minimum, the information required by section 193, subsection 4.

**2. Delivery and time of disclosure.** The seller of nonresidential real property under this subchapter shall deliver or cause to be delivered a flood risk disclosure statement to the purchaser no later than the time the purchaser makes an offer to purchase, exchange or option the property or exercises an option to purchase the property pursuant to a lease with an option to purchase.

**3. Terminate contract.** If the seller does not deliver or cause to be delivered a flood risk disclosure statement to the purchaser before the purchaser makes an offer or exercises an option in accordance with subsection 2, the purchaser may terminate any resulting real estate contract or withdraw the offer within 72 hours after receipt of the flood risk disclosure statement.

**4. Withdrawal without penalty.** If the purchaser terminates a real estate contract or withdraws an offer pursuant to this section, the termination or withdrawal is without penalty to the purchaser and the seller shall promptly return to the purchaser any deposits made by the purchaser.

**5. Rights waived.** Any rights of the purchaser to terminate a real estate contract provided by this section are waived conclusively if not exercised prior to settlement or occupancy, whichever is earlier, by the purchaser in the case of a sale or exchange, or prior to settlement in the case of a purchase pursuant to a lease with an option to purchase. Any rights of the purchaser to terminate a real estate contract for reasons other than those set forth in this section are not affected by this section.

**6. Invalidated.** A transfer subject to this subchapter is not invalidated solely because of the failure of any person to comply with this subchapter.

See title page for effective date.