



STATE OF MAINE
COMMISSION ON GOVERNMENTAL ETHICS
AND ELECTION PRACTICES
135 STATE HOUSE STATION
AUGUSTA, MAINE
04333-0135

To: Commission Members
From: Jonathan Wayne, Executive Director
Date: October 17, 2023
Re: Request by State Representative John Andrews to Investigate Alleged False Statements by
Senator Troy Jackson

Summary

State Senator Troy D. Jackson is in his fourth consecutive term representing District 1 in the Maine Senate. He has been the President of the Senate since December 2018. His home is at 167 Allagash Road in Allagash, Maine, which is about 300 miles from the State House. Due to term limits, he cannot be re-elected in 2024.

On August 29, 2023, State Rep. John Andrews filed a request with the Commission to investigate, among other things, whether Sen. Jackson submitted false information to the Ethics Commission and violated the requirement that he reside in Senate District 1. For roughly two years during 2019-2021, Sen. Jackson and his partner owned a property in Augusta, which he has described in a preliminary response as a temporary place to stay during the week to facilitate performing his official duties. When they purchased the Augusta property in September 2019, they obtained a loan with a private lender that was insured by the Federal Housing Authority (FHA). Consequently, they signed a mortgage document in which they stated they would use the Augusta property as their “principal residence” for at least one year. The FHA defines principal residence as a property that the borrower will occupy for the majority of a calendar year.

Since the 1970s (at least), the Office of the Attorney General has provided general guidance to legislators that they may live temporarily outside their district, provided that they have sufficient ties to the district and intend to return there. If the statements in Sen. Jackson’s preliminary response are correct, he has a convincing case to make that he remained a resident of Senate District 1, even if he occupied the Augusta property during the majority of September 2019 - September 2020.

The Commission staff would like to do whatever we can to reassure elected officials and the public that the issues in Rep. Andrews’ request have been thoroughly considered, but there

are limits to our department's jurisdiction. The Commission is primarily the state's campaign finance agency. We are also authorized to investigate certain aspects of legislators' official conduct, but not their personal dealings. This memo focuses on whether there are grounds to investigate whether Sen. Jackson submitted false information concerning his residence to the Commission in 2020 when he ran for re-election and split his time between Allagash and Augusta. The remaining issues raised by Rep. Andrews in his letter are outside of the jurisdiction of the Commission.

The Commission staff is prepared to conduct any investigation the Commission would like to make. Our own opinion is that Rep. Andrews' request has not presented sufficient grounds to believe that Sen. Jackson may have violated campaign finance law, which is the standard that the Commission is directed by 21-A M.R.S. § 1003(2) to apply when someone requests an investigation.

Relevant Laws and Procedures

Residency Requirements for Legislators

Residency requirements to serve in the Maine Senate. The Maine Constitution sets out the qualifications for a person to serve in the Legislature in Article IV, Part First, § 4 and Part Second, § 6. ETH 66, 69. Among other requirements, a person must have been a resident of their district for the three months leading up to the person's election and continue to be a resident during the term for which they have been elected. *Id.* Article IV, Part Third, § 3 states that "Each House shall be the judge of the elections and qualifications of its own members" ETH-72.

Advice by the Office of the Attorney General (OAG). In response to questions from legislators, the OAG has provided advisory opinions concerning a member's residence for purposes of determining whether they may represent a legislative district. Four opinions are attached for your reference. Op. Me. Att'y Gen. (Oct. 13, 1976), Op. Me. Att'y Gen. (Feb. 1, 1978), Op. Me. Att'y Gen. (Sept. 1, 1978), Op. Me. Att'y Gen. 1979-211. ETH 52-62. These opinions do not have the force of law, but it would be reasonable for a legislator who is considering running for re-election to rely on them.

These opinions generally advised that a determination whether a legislator resides in a district will rest on a number of factual circumstances, such as: where does the legislator live, where does their family reside, the address at which the legislator is registered to vote, the address used by the legislator in official documents such as licenses and tax forms, and the

location of the home to which the legislator intends to return. Op. Me. Att’y Gen. (Oct. 13, 1976), Op. Me. Att’y Gen. (Sept. 1, 1978), Op. Me. Att’y Gen. 1979-211. The opinions recognize that a member of the Maine Legislature may live temporarily in a location outside their district, provided that they retain other attributes of residence and have an intention to return to the district. *Id.*

Definition of residence for purposes of registering to vote. For purposes of voting, residence is defined in Maine Election Law to mean “that place where the person has established a fixed and principal home to which the person, whenever temporarily absent, intends to return.” 21-A M.R.S. §§ 1(40) & 112(1). ETH 80. Subsections 112(3) & (7) are explicit that a person retains their residency for purposes of voting even if they stay somewhere else temporarily as a student or while serving in the military. ETH 80-82.

Oversight of candidates’ residency requirements by the Secretary of State. When candidates for the Legislature qualify for the ballot by submitting petitions to the Maine Secretary of State, they must also file a consent form containing “a declaration of the candidate’s place of residence” and “a statement that the candidate meets the qualifications of the office the candidate seeks” 21-A M.R.S. § 336(3). ETH 82-83. Residents of a candidate’s district may challenge the candidate’s petitions. 21-A M.R.S. § 337(2). ETH 83. If the Secretary of State finds that a statement in the consent form is false, the consent and the petitions are invalid. 21-A M.R.S. § 336(3). ETH 82-83.

Enforcement of residency requirements for legislators. After an individual is elected to the Maine Legislature, the proper forum to adjudicate a member’s election to the Legislature and qualifications to hold office is the house to which they have been elected. Maine Constitution, Article IV, Part Third, § 3. ETH-72.

Campaign Finance Law

Candidate registration. Maine Election Law requires candidates for state office to appoint a treasurer and register as a candidate with the Commission. 21-A M.R.S. § 1013-A(1)(A). ETH 85-87. Among other things, the statute requires: “A candidate shall register the candidate’s name and address and the name and address of the treasurer appointed under this section no later than 10 days after the appointment of the treasurer.” ETH-86.

Qualifications for Maine Clean Election Act funding. Among other requirements, to receive Maine Clean Election Act funding, a candidate must have qualified for the election ballot “by petition or other means” 21-A M.R.S. § 1125(5)(C). ETH 87. Qualification for the ballot is administered by the elections division of the Maine Secretary of State. The Commission

relies on the records of that department to determine whether someone has qualified for the ballot.

Standards for conducting an investigation. When a person has requested that the Commission conduct an investigation, the Commission is directed to review the request and “shall make the investigation if the reasons stated for the request show sufficient grounds for believing that a violation may have occurred.” 21-A M.R.S. § 1003(2). ETH 84.

Commission’s Limited Role in Legislative Ethics

The Commission has a limited role in investigating the conduct or ethics of Maine legislators. It is authorized to receive complaints alleging violations of legislative ethics. 1 M.R.S. § 1013(1)(B). ETH-90. The phrase “violation of legislative ethics” is defined in 1 M.R.S. § 1012(10) to cover certain categories of misconduct that are listed in 1 M.R.S. §§ 1014 & 1015-A.¹ ETH 90-100.

The person filing the complaint against a Legislator must cite the provision(s) in sections 1014 & 1015-A they believe the Legislator violated. § 1013(2)(B-1). ETH 90-91. The statute is explicit that the Commission staff may not forward a complaint to the Commission that does not cite a specific violation of section 1014 or 1015-A. ETH-91. Consequently, there are many aspects of legislative conduct that the Commission is not authorized to investigate, for example, obtaining reimbursements from the Legislature, interactions with fellow members, or making statements as a public official.

Factual Background

Sen. Jackson’s Service in the Legislature and Candidate Filings

In December 2012 (the 126th Legislature), Troy Jackson began representing northern Arostook County in the Maine Senate. He was not a member of the 127th Legislature. Beginning in December 2016, he has been serving four consecutive terms as the State Senator for District 1 (128th to 131st Legislatures). Sen. Jackson has held different leadership positions in the Senate Democratic caucus. Since December 2018, he has been the President of the Maine Senate. He cannot run for re-election in 2024 due to term limits.

¹ Those categories are: acting in a conflict of interest (§ 1014(1)); unduly influencing a department of Maine state government (§ 1014(2)); abuse of office or position, defined as certain contracting arrangements, gaining a special privilege not available to the general public, or using confidential information (§ 1014(3)); contracting with a state agency outside of competitive bidding requirements (§ 1014(4)); and receiving illegal contributions from lobbyists or related contributors (§ 1015-A).

When a legislative candidate submits petitions to the Secretary of State to qualify for the election ballot, they must file a consent form declaring their place of residence. The forms filed by Sen. Jackson in recent elections are no longer available, but records of the Secretary of State indicate that he stated his residence was 167 Allagash Road in Allagash. When Sen. Jackson registered as a candidate with the Commission on January 10, 2020, he filed a paper registration form that listed 167 Allagash Road as his address. ETH 1-2.

Complaint by Rep. John Andrews (ETH 3-27)

On August 28, 2022, a news/commentary website, the Maine Wire, posted the first of several news/commentary items critical of Sen. Jackson. The first posting reported on the purchase by Sen. Jackson and his partner of a single-family home in Augusta in September 2019 and their loan application and dispute with the prior owners about property damage. The posting alleged that Sen. Jackson filed false information with the Commission.

The next morning, Rep. Andrews emailed a letter to the State Attorney General and the Ethics Commission making the following allegations:

According to court records and bank records obtained by a Maine news media outlet, Senate President Troy Jackson appears to have violated the requirement in Maine's Constitution that elected officials reside in their districts. More seriously, it appears that Jackson has submitted false information to an insurance company, potentially submitted false information to a bank, submitted false information to the Maine Ethics Commission, and submitted false information to obtain reimbursements for travel. These are serious allegations that must be addressed.

Response by Sen. Troy Jackson (ETH-32)

Sen. Jackson provided some preliminary information in response to the complaint. He describes his relationship to Allagash as follows:

Allagash is my home and northern Aroostook County is my community. Not only is it the address on my license, where I vote in municipal and statewide elections, and where I receive my homestead property tax exemption, it is where I raised my kids, where my parents live and what I fight for every day in Augusta.

A one-way trip from Augusta to Allagash is roughly 300 miles, and takes about five hours. Consequently, Sen. Jackson explains:

In 2019, I purchased property in Augusta so I had a temporary place to stay during the week to carry out my duly elected duties as both the State Senator for Senate District 1 and the President of the Maine Senate. This property was used no differently than a hotel, apartment or other long-term stay arrangement.

He notes that a number of legislators travel a great distance to Augusta and spend nights there to serve their districts, including those from Aroostook and Washington counties. He describes Rep. Andrews' complaint as unfair to legislators in rural districts who want to serve in leadership or as a presiding officer.

Sen. Jackson explains that when he purchased the Augusta property in 2019, his intent was to return to Allagash. This statement of intent is supported by the fact that he sold the Augusta property two years later. He explains that he tries to be home every weekend during the legislative session and spends more time in Allagash after the Legislature adjourns.

Loan from Residential Mortgage Services, Inc.

In September 2019, Sen. Jackson and his partner obtained a loan with a private mortgage company, Residential Mortgage Services, Inc. (RMS). The loan was insured by the FHA. The program promotes affordable homeownership by protecting lenders in case a borrower defaults.

To be insured by the FHA, the borrower and the terms of the loan must meet certain requirements.² FHA loan insurance is intended for borrowers who will occupy the property, rather than people or companies who purchase a property as an investment. Generally, it is available to borrowers who will occupy the property as their "principal residence." ETH 36-37. Under some restrictive conditions, the FHA will insure loans for the borrower's "secondary residence" (e.g., a borrower needs to buy a home for seasonal employment), but those are less common. ETH 38-39.

The FHA defines "principal residence" as "a property that will be occupied by the borrower for the majority of the calendar year." ETH-36. Under this definition, a borrower may occupy the property for the majority of a calendar year and live somewhere else for the remainder of the year.

Sen. Jackson and his partner signed a mortgage document (ETH 40-51) in which they made certain covenants, including:

² The FHA's extensive underwriting and credit policies for this program are available at <https://www.hud.gov/sites/documents/41551HSGH.PDF>. Selected pages are attached as ETH 33-39.

6. Occupancy. I will occupy the Property and use the Property as my principal residence within 60 days after I sign this Security Instrument. I will continue to occupy the Property and to use the Property as my principal residence for at least one year. The one-year period will begin when I first occupy the Property. However, I will not have to occupy the Property and use the Property as my principal residence within the time frames set forth above if Lender agrees in writing that I do not have to do so. I also will not have to occupy the Property and use the Property as my principal residence within the time frames set forth above if extenuating circumstances exist which are beyond my control.

ETH 45. Based on this covenant in the mortgage document and the fact that Sen. Jackson occupied the Augusta home during 2019, Rep. Andrews questions whether he is a resident of Allagash for purposes of representing Senate District 1.

Analysis by Commission Staff

Advice by the Office of Attorney General and Definition of Residence in Maine Election Law

On multiple occasions, the Office of the Attorney General has been asked for advice by legislators on the issue of residency for purposes of determining whether they may represent a legislative district. For your reference, four advisory opinions of the OAG from the 1970s are attached. Op. Me. Att’y Gen. (Oct. 13, 1976), Op. Me. Att’y Gen. (Feb. 1, 1978), Op. Me. Att’y Gen. (Sept. 1, 1978), Op. Me. Att’y Gen. 1979-211. ETH 52-62. These opinions do not have the force of law and are not binding on the Ethics Commission, but they are instructive as to how the issue of residency has been analyzed by the OAG for purposes of providing general advice to legislators.

The OAG advised that normally a legislator’s residence would be determined by consideration of a number of factors, including where the legislator lives, the residence of their family, their place of voting registration, the address on official documents such as licenses and tax forms, and (if they spend time in more than one place) the home to which they intend to return. *Id.* The OAG opinions recognize that a legislator may live outside their legislative district temporarily if they intend to return to the district. Op. Me. Att’y Gen. (Oct. 13, 1976), Op. Me. Att’y Gen. 1979-211.

The proposition that someone may maintain their permanent residence at one location and live temporarily somewhere else is also recognized in the definition of residence in Maine Election Law:

that place where the person has established a fixed and principal home to which the person, whenever temporarily absent, intends to return.

21-A M.R.S. §§ 1(40) & 112(1). ETH-80. Section 1(40) defines registration for the entire Election Law (Title 21-A). Section 112(1) defines residence for purposes of registering to vote.

It is a matter for the Commission’s discretion how much weight it would like to place on the use of residence in Maine’s voter registration statute (title 21-A, section 112) when interpreting the constitutional requirement that a legislator must be a resident of their district. In the opinions cited above, the OAG found the statute relevant.³ The voter registration law states:

A person does not lose the person’s residence if the person temporarily leaves home and goes to another country, state or place in this State with the intent of returning

(21-A M.R.S. § 112(3)) and provides examples of situations in which a person does not lose their voting residence even though they live somewhere else for purpose of studying or serving in the military. 21-A M.R.S. § 112(7). ETH 80-82. The statute also specifies that “[a] person can have only one residence at any given time” and “[a] change of residence is made only by the act of removal, joined with the intent to remain in another place.” 21-A M.R.S. § 112(2). ETH-81.

Allegation that Sen. Jackson Provided a False Address in his 2020 Candidate Registration

When someone is assessing their eligibility to run for the Maine Legislature, it would be reasonable for them to rely on the traditional advice that the OAG has provided to legislators concerning residency since the 1970s. Based on the reasoning of those advisory opinions, when Sen. Jackson was running for re-election in 2020, it appears he would have been justified in believing that he remained eligible to represent Senate District 1 in 2020, even though he had purchased a second property in Augusta the previous year.

In his response, Sen. Jackson asserts that Allagash is his home and he describes his ties to the community. ETH-32. He raised his children in Allagash. His parents live there. He uses 167 Allagash Road for official purposes, such as voter registration, taxes, and his driver’s license. He explains that he “purchased the property in Augusta so that [he] had a temporary place to stay during the week to carry out [his] duly elected duties” as State Senator and Senate President. He writes that his intention was to return to Allagash, and he did so with regularity when he owned both properties.

³ In the 1970s, Maine’s Election Law was in Title 21 of Maine Revised Statutes, which has been replaced by Title 21-A.

The Commission staff has not conducted any fact finding concerning Sen. Jackson's residency other than reviewing his letter. It seems likely, however, that he could support the assertions in his letter with testimony and documents in any adjudication of his qualifications to represent Senate District 1. It therefore seems probable he could make a convincing case that he was a resident of Allagash at the time he ran for re-election in 2020, as that term has been interpreted historically by the OAG. If the statements by Sen. Jackson in his letter are true, arranging for a temporary place to stay part-time in Augusta to facilitate his legislative service would not make him a resident of Augusta as that term has been previously interpreted, even if Sen. Jackson stayed there during the majority of September 2019 - September 2020 as he promised in his mortgage agreement.

When registering with the Commission, a candidate must provide "the candidate's name and address" in the registration form. The registration statute does not specify which address the candidate must use. The Commission staff recommends candidates use their mailing address, because we use that address to send correspondence by U.S. mail.

On January 10, 2020, Sen. Jackson filed a paper registration form with the Commission. ETH 1-2. That address lists 167 Allagash Road in Allagash, Maine. For reasons explained above, the use of that address seems reasonable to the Commission staff. We are prepared to conduct any investigation the Commission believes is necessary. Our own opinion is that Rep. Andrews' request does not present sufficient grounds to investigate whether Sen. Jackson provided a false address to the Commission, for two reasons:

(1) It is not clear that the registration statute requires candidates to enter their voting residence on the form.

(2) If that is required by law, it appears likely that Sen. Jackson is a resident of Allagash. We recommend no further investigation.

For your information, the address of 167 Allagash Road appears in multiple filings Sen. Jackson has made to the Ethics Commission since 2020. In addition to his candidate registrations and campaign finance reports, as an elected official he has filed annual statements of the sources of his personal income.

Issues Outside the Commission's Jurisdiction

Alleged misstatements concerning the Augusta property. The Commission is authorized to receive complaints alleging a "violation of legislative ethics." 1 M.R.S. § 1013(1)(B). ETH-90. The phrase violation of legislative ethics is defined to include certain categories of official misconduct set out in §§ 1014 and 1015-A. ETH 90-100. Most of these categories involve some

action taken by a legislator in performing their official duties that would result in a financial advantage to them or another person. The Commission is authorized to investigate alleged violations of §§ 1014 and 1015-A and make recommendations to the Legislature. Complaints that do not allege a violation of a specific subsection of 1014 and 1015-A are not to be forwarded to the Commission. This is a limit by the Legislature on the Commission's authority to consider complaints, investigate, and make recommendations to the Legislature. ETH-91.

These sections of law do not suggest that the Commission should be investigating the personal dealings of legislators, such as their applications for a real estate loan or insurance claims. Elected officials should behave ethically in all their activities, but the Commission's investigative power is limited to how a member acts as a public official. Many federal agencies, lenders, and insurance companies have procedures to consider false statements made in applications or agreements. If concerned members of the public believe Sen. Jackson acted wrongfully, they can contact those institutions directly.

Legislative reimbursement for travel. In his request, Rep. Andrews states that "it appears that [Sen.] Jackson ... submitted false information for reimbursements for travel" He does not specify which information is false. In his response, Sen. Jackson explains that he tries to return to Allagash from Augusta every week. If true, that would result in a large volume of vehicle travel. For example, 40 round trips between Augusta and Allagash in a year would result in somewhere around 24,000 miles of vehicle travel.

Taxpayers should be aware that controls and procedures have been instituted by the Legislature to protect public funds that are paid to legislators as reimbursements. With regard to vehicle travel during the session, every week legislators submit a written form to a nonpartisan office indicating the days they were in Augusta. The nonpartisan staff authorize travel reimbursements to the legislator based on that form. In the interim between sessions, legislators seeking reimbursement for travel must submit an even more detailed travel and expense voucher that requires specific information about every trip to be reimbursed, including date, purpose, and number of miles traveled. The form requires three different certifications, including one from the nonpartisan staff stating that the travel expenditures are within specified limits.

The Legislature has not given the Commission authority to investigate a legislator's receipt of reimbursements for vehicle travel, accommodations, *etc.* That is not one of the categories of conduct listed in §§ 1014 and 1015-A. People with concerns about Sen. Jackson's travel reimbursements can direct their concerns to the appropriate department or committee of the Legislature.



RECEIVED
 JAN 10 2020
 BY:

2020 CANDIDATE REGISTRATION

Notice: Changes to registration information must be filed within 10 days in writing or by e-mail to the Commission.

Is this an amendment? Yes No

1. CANDIDATE INFORMATION			
Financing Type:		<input checked="" type="checkbox"/> Maine Clean Election Act Candidate	<input type="checkbox"/> Traditionally Financed Candidate
Title <input type="checkbox"/> Ms. <input type="checkbox"/> Mrs. <input checked="" type="checkbox"/> Mr. <input type="checkbox"/> Mx. <input type="checkbox"/> Dr. <input type="checkbox"/> Hon.	Gender (Optional) <input type="checkbox"/> F <input checked="" type="checkbox"/> M <input type="checkbox"/> X	Party Affiliation <i>Democrat</i>	Office Sought & District Number <i>Senator District 1</i>
Name: First <i>Troy</i>	MI or Middle Name <i>Dale</i>	Last <i>Jackson</i>	County (County Office Candidates Only)
Mailing Address <i>167 Allagash Rd.</i>			Phone <i>207 436 0763</i>
City <i>Allagash</i>	ZIP Code <i>04774</i>	Alternate Phone	
Email (Required) <i>senatorjackson1@gmail.com</i>			

2. TREASURER INFORMATION			
Name: First	MI or Middle Name	Last	Phone
Mailing Address			
City	ZIP Code	Email (Required)	

DESIGNATION OF TREASURER: A candidate for office must appoint a treasurer no later than 10 days after becoming a candidate, and before accepting contributions, making expenditures or incurring obligations. No later than 10 days after appointing a treasurer, the candidate must register with the Commission the name and address of the candidate and treasurer. The treasurer is responsible for maintaining campaign records and for filing reports. An MCEA candidate may serve as treasurer for no more than 14 days following the date of registration. (21-A MRSA §§ 1013-A and 1125(12-A))

2A. DEPUTY TREASURER INFORMATION (Optional)			
Name: First	MI or Middle Name	Last	Phone
Mailing Address			Fax
City	ZIP Code	Email (Required)	

DESIGNATION OF DEPUTY TREASURER (optional): The candidate may appoint a deputy treasurer and notify the Commission no later than 10 days after the appointment. The deputy, when acting in the absence of the treasurer, has the same powers and responsibilities as the treasurer. An MCEA candidate may serve as deputy treasurer for no more than 14 days following the date of registration. (21-A MRSA §§ 1013-A and 1125(12-A)) (21-A MRSA § 1013-A (1)(A)(1))

3. AUTHORIZED AGENT INFORMATION (Optional)		
Name	Phone	Email (Required)
Name	Phone	Email (Required)

DESIGNATION OF AUTHORIZED AGENT (optional): Please use this section to designate individuals, other than the treasurer and deputy treasurer, authorized to file reports on your behalf.

4. POLITICAL COMMITTEE INFORMATION (Optional)		
Name	Phone	
Address of Campaign Headquarters	City	ZIP Code


DESIGNATION OF POLITICAL COMMITTEE (optional): The candidate may form a political or campaign committee. Within 10 days of forming the committee and before accepting contributions, making expenditures or incurring obligations, the candidate must:

- appoint a treasurer (the candidate may have only one treasurer who is listed in Section 2) and
- register the committee and its officers, if any are appointed, with the Commission. (21-A MRSA § 1013-A (1) (B))

Committee Officers (use additional pages, if necessary):

Name	Title	Phone
Mailing Address	City	ZIP Code
		Email

Name	Title	Phone
Mailing Address	City	ZIP Code
		Email

5. CERTIFICATION	
I, <u>Troy Jackson</u> , certify that the information in this registration is true, accurate and complete. <small>(Print Candidate's Full Name)</small>	
Signature of Candidate <u></u>	Date <u>1/10/20</u>

6. REPORTING EXEMPTION REQUEST (Optional)	
<p>Only county and municipal candidates, and legislative candidates in an uncontested primary election, may request an exemption.</p> <p>A candidate may request an exemption from the obligation to appoint a treasurer and file campaign finance reports if the candidate does not accept any cash or in-kind contributions or make any expenditures for their campaign. You cannot request a reporting exemption if you use your or your spouse's/domestic partner's personal funds to pay for your campaign expenses. To request an exemption, complete the statement below and sections 1 & 5, have the form notarized, and submit it to the Commission.</p> <p>STATEMENT OF ELIGIBILITY FOR A REPORTING EXEMPTION: I, the undersigned, swear or affirm that I will not accept contributions, make expenditures or incur obligations associated with my candidacy.</p>	
Signature of Candidate _____	Date _____
Subscribed and sworn (affirmed) to before me this _____ day of _____, 20____.	
Signature of Notary/Attorney-at-law _____ <small>(Seal is optional)</small>	My commission expires _____ <small>(Date)</small>
<p>REVOCAION NOTICE: The foregoing statement may be revoked. Prior to revocation, the candidate must appoint a treasurer. A revocation notice must be in the form of an amended registration which must be filed with the Commission no later than 10 days after the date the treasurer is appointed. The notice must be filed before contributions are accepted or expenditures made. A late revocation notice is subject to the same penalties applicable to late campaign finance reports.</p>	

Wayne, Jonathan

From: Andrews, John <John.Andrews@legislature.maine.gov>
Sent: Tuesday, August 29, 2023 6:23 PM
To: Frey, Aaron; Wayne, Jonathan
Cc: robinson@themainewire.com; mshepherd@bangordailynews.com; rbillings@pressherald.com
Subject: Investigation of Senate President Troy Jackson
Attachments: Letter to AG Frey and Director Wayne.docx

Dear General Frey and Director Wayne,

I'm writing to bring to your attention information that demands further investigation by your offices. According to court records and bank records obtained by a Maine news media outlet, Senate President Troy Jackson appears to have violated the requirement in Maine's Constitution that elected officials reside in their districts. More seriously, it appears that Jackson has submitted false information to an insurance company, potentially submitted false information to a bank, submitted false information to the Maine Ethics Commission, and submitted false information to obtain reimbursements for travel. These are serious allegations that must be addressed.

Your offices and these issues fall under the jurisdiction of the Judiciary and Veterans and Legal Affairs joint standing committees. As the only member of both committees in the 131st Legislature I feel that it is my responsibility to inform you both of my concerns.

The integrity of your offices demands that these matters be investigated fully. The link to the article is below and I thank you for your prompt professionalism in this matter.

<https://www.themainewire.com/2023/08/maine-senate-president-troy-jackson-locked-in-bitter-legal-fight-over-augusta-home-he-bought-and-moved-into-in-2019/>

Formal letter is attached.

Respectfully,

John Andrews
State Representative for House District 79
Serving Paris, Sumner, West Paris and Woodstock
Cell: 207-739-9075
John.Andrews@legislature.maine.gov

Received

SEP 06 2023

Maine Ethics Commission



HOUSE OF REPRESENTATIVES

2 STATE HOUSE STATION
AUGUSTA, MAINE 04333-0002

Rep. John Andrews

P.O. Box 118

Paris, ME 04271

Cell Phone: (207) 739-9075

John.Andrews@legislature.maine.gov

Attorney General Aaron Frey
Office of the Maine Attorney General
6 State House Station Augusta, ME 04333

Executive Director Jonathon Wayne
Maine Commission on Governmental Ethics and Election Practices
135 State House Station Augusta, Maine 04333

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Respectfully,

A handwritten signature in black ink, appearing to read "John Andrews", with a long horizontal line extending to the right.

Representative John Andrews
Maine House District 79

Maine Senate President Troy Jackson Locked in Bitter Legal Fight Over Augusta Home He Bought – and Moved Into – in 2019

themainewire.com/2023/08/maine-senate-president-troy-jackson-locked-in-bitter-legal-fight-over-augusta-home-he-bought-and-moved-into-in-2019/

By Steve Robinson

August 29, 2023



- **Maine Senate President Troy Jackson, a Democrat, agreed in a federally insured mortgage contract to make an Augusta house his primary residence in Sept. 2019**
- **After moving into the house, Jackson filed a lawsuit against the sellers alleging that they concealed damage to the house, including carpenter ant damage**
- **Paul and Jane Godbout, 65, say they've spent more than \$30,000 trying to defend themselves from Jackson's lawsuit**
- **Despite owning the Augusta home and agreeing to live there, Jackson received tens of thousands of dollars in reimbursements through the State Legislature for travel between Augusta and Allagash — more than any other lawmaker**
- **Although he had agreed to live in Augusta, Jackson told the Maine Ethics Commission several times that he lived in his Aroostook County State Senate district**
- **Mortgage records indicate Jackson sold the house in 2021 for more than \$100,000 what he paid for it**



Maine Senate President Troy D. Jackson (D-Aroostook) has been embroiled in a bitter legal dispute with a Windsor couple ever since he moved into an Augusta house he purchased from them in Sept. 2019.

The longtime Maine lawmaker and his girlfriend, Lana M. Pelletier, are suing Paul R. and Jane R. Godbout, 65, alleging that the couple committed fraud by concealing defects with the North Belfast Ave. house during the sale.

“Lana and Troy were damaged as a result of the Defendants’ material misrepresentations and other fraudulent acts including their efforts to lie about and conceal the carpenter ant infestation, their misrepresentations about mold issues and efforts to conceal the same, their efforts to conceal the odor caused by the mold contamination, and their misrepresentations and omissions concerning past fire damage in the home,” Jackson’s Preti Flaherty attorney stated in the most recent version of the couple’s complaint.



The Godbouts have vigorously denied the allegations.

In a countersuit, the couple alleged that Jackson and Pelletier are trying to extract money from them after a lawful and orderly real estate transaction.

The Godbouts claimed in 2022 that defending themselves from Jackson's lawsuit had cost them nearly \$30,000 in legal fees, inflicted emotional suffering on them, and worsened Paul Godbout's diabetes.

Beyond the real estate dispute, the court records and mortgage documents raise the question of whether Jackson, who has served as Senate President throughout his squabble with the Godbouts, actually lives in the Aroostook County district he represents.

Maine's Constitution requires members of the State Legislature to reside within their districts.

However, in the mortgage agreement Jackson signed for the Augusta house in 2019, the top Democrat lawmaker swore it would become his primary residence for at least a year.

Information in the court documents also conflicts with several statements to which Jackson has signed his name elsewhere, including campaign filings with the Maine Ethics Commission, reimbursement requests submitted to the Maine Legislature, and an insurance claim Jackson filed for damages to the house.

Jackson did not respond to an email requesting comment for this story.

Jackson Moves to Augusta and Files a Lawsuit



Jackson and Pelletier purchased the house in Augusta in September of 2019. According to mortgage documents available with the Kennebec County Registry of Deeds, they signed an agreement for a federally insured mortgage to get the 3-bedroom house, with Jackson initialing each page of that agreement.

Shortly after moving in, Jackson and Pelletier sent two demand letters to the Godbouts.

They demanded the reversal of the home sale and a refund, claiming that the Godbouts had conspired to conceal systemic carpenter ant damage, along with other alleged defects that decreased the value of the house.

Those letters failed to achieve the desired effects, Jackson and Pelletier wrote up a draft complaint and sent it to the Godbouts, threatening to file the suit if the couple didn't give in to their demands.

Jackson's attorney filed the complaint in Kennebec County Superior Court on June 5, 2020.

The case remains ongoing, as the Godbouts have refused to settle.

Facts

3. Lana Pelletier and Troy Jackson purchased their home from the Godbouts on Belgrade Avenue, Augusta in September 2019.

4. Defendant Swails and his company, Brookewood Realty, acted as the broker for the Godbouts throughout the course of this transaction. All of Swails' actions related to the transaction were on behalf of Brookewood Realty.

5. Prior to purchasing the home, Lana and Troy conducted extensive due diligence including an inspection of the home followed by a number of questions to Swails as agent for the Godbouts.

6. In response to Lana and Troy's inquiries, Swails and the Godbouts lied about the condition of the home in multiple respects. For example, Lana and Troy asked Swails and the Godbouts if there were any carpenter ant problems at the home. Defendants responded that the home had been treated for carpenter ants annually as "preventative maintenance," but there were "no current issues." Troy and Lana now know this to be untrue, as explained further below.

7. In reliance on the defendants' multiple misrepresentations, Lana and Troy purchased the home from the Godbouts for a price of \$220,000.

8. Immediately after moving in, Lana and Troy discovered that Defendants had been treating an active carpenter ant infestation. Defendants appear to have drilled holes through the drywall in multiple portions of the house to insert ant poison and/or concealed holes otherwise created by the ant infestation.

Note: The home is on North Belfast Ave, not Belgrade Ave, as Jackson's attorney erroneously wrote in the legal complaint. Jackson also paid less than \$220,000 for the home. These are two of several errors in Jackson's original complaint.

Joining the Godbouts as defendants in the original complaint was Eric Swails, 40, a real estate agent with Brookewood Realty. The court later dismissed Swails and Brookewood Realty from the case.

The Godbouts' daughter, Tami Jones, who was living in the house with her child prior to the sale, was added to the suit after the initial complaint. According to the Godbouts, they purchased the home for Jones following a divorce.

“My husband and I purchased the property for our daughter, Tami Jones, who was going through a divorce and caring for her son, our grandson, age three at the time, who had completed chemotherapy and was being monitored for optic glioma,” Jane Godbout wrote in a sworn affidavit submitted to the court.

Jones has protested her addition to the lawsuit, arguing that she was a tenant of the property who made regularly rent payments.

“I have no obligation to Troy Jackson or Lana Pelletier, yet they added me to their lawsuit,” Jones wrote in an affidavit.

“Troy Jackson and Lana Pelletier brought their false claims and baseless lawsuit to bully, harass and intimidate me into giving them money to which they are not entitled,” she wrote.

Jones also said that her son frequently played throughout the home, so if she’d been aware of any mold contamination or unhealthy odors, she would have promptly fixed them.

Jackson and Pelletier claim that the Godbouts and Jones lied about several problems with the house, not just the carpenter ants. They say they discovered past fire damage, a mold infestation, and “plumbing issues that cause a severe and unhealthy odor throughout the home”.

12. There are numerous other examples of damage or defects with the home that the Defendants either unlawfully failed to disclose, actively concealed and/or affirmatively lied about, including at least past fire damage, plumbing issues that cause a severe and unhealthy odor throughout the home, and mold contamination throughout the home.

The following images from Redfin depict Jackson and Pelletier’s Augusta home.









In their July 30, 2021 answer to the complaint, the Godbouts denied almost all of the allegations and factual assertions in Jackson’s complaint.

They also filed their own counterclaim against Jackson.

That counterclaim was dismissed under Maine’s anti-SLAPP law (Strategic Lawsuit Against Public Participation), a law intended to protect journalists and citizen activists from frivolous lawsuits.

In support of the counterclaim, Jane Godbout claimed that the two “threatening” letters from Jackson had an adverse impact on her husband’s diabetes and heart disease, causing him to increase doses of multiple prescription medications.

The court records also indicate that the Godbouts, through Swails, paid for AmeriSpec Inspection Services to conduct an inspection of the house prior to the sale for Jackson and Pelletier.

The AmeriSpec inspection report told Jackson and Pelletier that there was evidence of carpenter ants and recommended that they hire a licensed pest inspector.

The couple never hired the pest specialist and purchased the home anyways. They admitted to having received the inspection report that informed them about carpenter ant damage.

Although Jackson and Pelletier claim that information about the fire damage was illegally withheld from them, the Godbouts claim a copy of the disclosure they submitted to the court shows that it was, in fact, disclosed to them.

Although Jackson and Pelletier claim that the stove was turned off when they visited the house in order to conceal an odor problem, the Godbouts deny manipulating the furnace and claim in a sworn affidavit that they had the furnace inspected on August 26, 2019 at Jackson and Pelletier's request.

"The inspection showed that the furnace was old, but in sound condition," Godbout said in the affidavit.

Jones paid for that inspection.

Counterclaim of Defendants Against Plaintiffs

NOW COME Defendants/Counterclaim Plaintiffs, Paul and Jane Godbout, by and through their attorneys, Jim Mitchell & Jed Davis, P.A., and answer Plaintiffs' Amended Complaint as follows:

1. Counterclaim Plaintiffs, Paul and Jane Godbout, are individuals residing in Windsor, Kennebec County, Maine.
2. Counterclaim Defendants own real property, the subject matter of this dispute, located at 2076 North Belfast Avenue, Augusta, Kennebec County, Maine (hereinafter the "Property").
3. On or about September 19, 2019, Counterclaim Plaintiffs sold the Property to Troy Jackson and Lana Pelletier for \$220,000, less \$6,000 paid by Counterclaim Plaintiffs for Troy Jackson and Lana Pelletier's closing costs.
4. Troy Jackson and Lana Pelletier requested and received from Counterclaim Plaintiffs numerous extensions prior to closing on the Property.
5. Troy Jackson and Lana Pelletier admit that they had ample time to inspect the Property.

6. Troy Jackson and Lana Pelletier had the Property inspected by AmeriSpec Inspection Services on August 2, 2019, before purchasing the Property.
7. Troy Jackson's and Lana Pelletier's Inspection Report from AmeriSpec Inspection Services told them that there was "Evidence of pest, wood destroying insect observed. Recommend review by a licensed pest inspector."
8. Troy Jackson and Lana Pelletier failed to follow the foregoing recommendation of AmeriSpec Inspection Services.
9. Instead, Troy Jackson and Lana Pelletier claim to have relied upon an email that Counterclaim Plaintiffs' realtor sent to Troy Jackson's and Lana Pelletier's realtor stating that the house was treated professionally for ants when bought five years ago and the exterior is seasonally sprayed in the springtime as preventive maintenance; no current issues.
10. On or about October 31, 2019, Troy Jackson and Lana Pelletier, through counsel sent a demand letter to Paul and Jane Godbout claiming that there was a serious carpenter ant infestation which requires significant structural repairs; and demanding rescission of the sale.
11. The pending litigation ensued and Troy Jackson's and Lana Pelletier's claims against Counterclaim Plaintiffs grew to include past fire damage, plumbing issues and mold contamination.
12. Counterclaim Plaintiffs suffered serious emotional distress and significant financial harm because of Troy Jackson's and Lana Pelletier's actions against them.

The dismissed counterclaim alleges that Jackson and Pelletier knew that the allegations they made about the Godbouts were false and that they made false claims "for the purposes of inducing [the Godbouts] to pay them significant sums of money, beyond rescission of the sale."

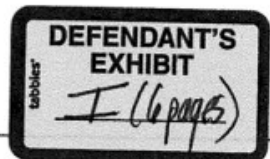
In other words, the Godbouts argue that they are the victims of a shakedown operation, one that remains ongoing.

Although Jackson and Pelletier claim to have incurred significant legal fees since the ordeal began, documents filed with the court show the couple's attorney is working on a contingency fee basis, which means he'll only get paid if the case is settled.

Documents obtained by the Godbouts' attorney through discovery also indicate that Jackson and Pelletier filed an insurance claim related to damages to the house.

Information in that claim contradicts claims they made in the original lawsuit against the Godbouts.

“Troy Jackson and Lana Pelletier claimed to their insurance company that their date of loss for the damage to the Property was January 19, 2021,” the counterclaim states. “For the purposes of this lawsuit, Troy Jackson and Lana Pelletier claimed that the Property was damaged before and at the time of sale, September 19, 2019.”



Customer: LANA M PELLETIER TROY Cell: (207) 436-0763
JACKSON
Property: 2076 N BELFAST AVE
AUGUSTA, ME 04330
Home: 2076 N BELFAST AVE
AUGUSTA, ME 04330

Claim Rep.: Kevin Keith
Company: TRAVELERS PERSONAL INSURANCE COMPANY
Business: po box 430 Buffalo, NY 14240
Business: (207) 240-2168
E-mail: kkeith@travelers.com

Claim Number: IAW2791001H Policy Number: 0M766A605158008633 1 Type of Loss: WATER DAMAGE - NON-WEATHER RELATED
Date of Loss: 1/19/2021 12:00 AM Date Completed: 2/17/2021 2:40 PM Price List: MEPO8X_MAY21

Table with 3 columns: Coverage, Deductible, Policy Limit. Rows include Dwelling, Other Structures, and Contents.

Dear LANA M PELLETIER TROY JACKSON:

We have prepared this estimate regarding your loss or damage. A letter that explains your coverage and benefits is being sent to you separately. Because the information in an estimate serves as the basis for a determination of your benefits, you (and if applicable, your contractor) should review this estimate carefully. Let us know immediately (and prior to beginning any work) if you have any questions regarding the estimate.

Under most insurance policies, claim settlement begins with an initial payment for the actual cash value of the covered loss or damage. To determine actual cash value, we estimate the item's replacement cost, and then, if appropriate, take a deduction for depreciation. Depreciation represents a loss in value that occurs over time. In determining the amount to deduct for depreciation, if any, to apply to an item, we consider not just the age of the item immediately prior to the loss or damage but also its condition at that time. For each line item included in this estimate, the estimate shows not only the estimated replacement cost value, but also the amount of depreciation (if any) applied to the item, the item age and item condition upon which the depreciation (if any) was based and the item's actual cash value.

Thank you for allowing us to be of service, and thank you for choosing TRAVELERS PERSONAL INSURANCE COMPANY for your insurance needs. If you have any questions regarding this estimate or any aspect of your claim, please contact Kevin Keith at (207) 240-2168.

You can check the status of your claim, view your policy and much more at www.mytravelers.com.

Answers to commonly asked questions can be found at https://www.travelers.com/claims/manage-claim/property-claim-process

You can also upload documents directly to your claim at www.travelers.com/claimuploadcenter.

For more information about how the claim process works and where to find services to help you recover, visit travelers.com/claim.

The bitter litigation has continued even despite Jackson and Pelletier's decision to sell the house in December of 2021 to Fatimah and Qusay al Saleem of Augusta.

According to Redfin.com and Kennebec County Registry of Deeds records, Jackson sold the house for \$323,000 and it is now worth an estimated \$394,351.

Jackson and Pelletier bought the home for \$216,000, with the Godbouts covering \$6,000 in closing costs.

Contacted by phone, neither the Godbouts nor their attorney, Jed Davis, wanted to speak about the case.

Where Does Troy Jackson Live?



Sen. Troy Jackson shakes hands with an elderly socialist from Vermont.

Maine's Constitution stipulates that members of the State Legislature must reside within their districts when they run for office and while they serve.

In Jackson's complaint against the Godbouts, his attorney said that he discovered damages to the house "after moving in."

That suggests Jackson's primary residence as of October 2019 was in Augusta.

Augusta is not in Jackson's State Senate District, which includes mostly western and northern Aroostook County.

Since he claimed to have moved to Augusta in 2019, Jackson has continued to tell the Maine Ethics Commission that he lives in Allagash, including in multiple financial disclosures and countless campaign finance reports.

Jackson also stated that he lived in Allagash when he submitted paperwork that allowed him to collect more than \$65,000 in taxpayer funding to back his 2020 re-election campaign.

He signed off several times on the following statement: "I, Troy Jackson, certify that I have examined this statement and to the best of my knowledge it is true, correct, and complete."

Those attestations don't just conflict with statements Jackson made in his lawsuit against the Godbouts.

They also conflict with the mortgage agreement Jackson signed.

Mortgage records for the home purchase stored with the Kennebec County Registry of Deeds show that Jackson used a Federal Housing Administration (FHA) loan to purchase the house.

FHA loans are federally insured mortgages designed to help low- to middle-income people afford homeownership, and they typically are only available for primary residences.

The loan agreement states the following: "I will occupy the Property and use the Property as my principal residence within 60 days after I sign this Security Instrument. I will continue to occupy the Property and to use the Property as my principal residence for at least one year."

LOAN #: FAL1905289732

6. Occupancy. I will occupy the Property and use the Property as my principal residence within 60 days after I sign this Security Instrument. I will continue to occupy the Property and to use the Property as my principal residence for at least one year. The one-year period will begin when I first occupy the Property. However, I will not have to occupy the Property and use the Property as my principal residence within the time frames set forth above if Lender agrees in writing that I do not have to do so. I also will not have to occupy the Property and use the Property as my principal residence within the time frames set forth above if extenuating circumstances exist which are beyond my control.

Jackson's signature appears on the mortgage agreement and his initials appear on the page concerning FHA occupancy rules.

Form 3020 1/01 (rev. 5/10)

Initials: LMP
TDJ

MEUFHA15DE 0317

MEUDEED (CLS)

09/19/2019 11:45 AM PST

LOAN #: FAL1905289732

BY SIGNING BELOW, I accept and agree to the promises and agreements contained in this Security Instrument and in the Rider signed by me and recorded with it.

Troy D Jackson (Seal)
TROY D JACKSON

Lana M Pelletier (Seal)
LANA M PELLETIER

State of Maine

County of Kennebec

The foregoing instrument was acknowledged before me this 19th September 2019 (date) by TROY D JACKSON AND LANA M PELLETIER (name of person acknowledged).

Michelle A. McWilliams
(Signature of Person Taking Acknowledgement)

Notary Public
(Title or Rank)

MICHELLE A. McWILLIAMS
Notary Public, State of Maine
My Commission Expires 05/07/2024

(Serial Number, if any)

That means Jackson swore that he would make the Augusta house his primary residence before the end of the 2019 and maintain it as his primary residence until roughly the end of 2020.

If Jackson honored the terms of the mortgage contract and made the Augusta house his primary residence, then he was in violation of Maine's constitutional requirement that state lawmakers reside within their districts. He also would have knowingly submitted false records to the Maine Ethics Commission.

If, however, he maintained the Allagash home as his primary residence, as he claimed to the Maine Ethics Commission, then the information he supplied to his mortgage company to obtain the FHA-insured loan was inaccurate.

Whether Jackson's primary residence was in Allagash or Augusta also has tax implications for the Democrat.

If he declared the Augusta home as his primary residence for tax purposes, then he would have paid a lower capital gains rate on the roughly \$117,000 profit he enjoyed when his home appreciated in value from late 2019 to the end of 2021.

But, if he maintained the Allagash property as his primary domicile for tax purposes, then his capital gains tax bill on the Augusta house would have been far larger.

Only Jackson, the Maine Revenue Service, and the Internal Revenue Service can say for sure how the taxes were handled on the sale to the al Saleems.

According to publicly available records, Jackson and Pelletier currently reside on Parkwood Drive — still in Augusta, although they continue to own the Allagash house, out of which Jackson is currently running Jackson Associates, a logging business.

Pelletier is a full time employee with the Department of Health and Human Services, which is headquartered in Augusta.

Troy Jackson is the GOAT of Reimbursements



The discrepancy in Jackson's claimed residency also raises questions about the enormous financial reimbursements he has received through the State Legislature for travel between Allagash and Augusta.

Although Jackson swore in the Sept. 2019 mortgage agreement that the Augusta house would become his primary residence during most of 2020, Jackson received more reimbursement for travel expenses that year than any other Maine state lawmaker.

Under the rules of the State Legislature, lawmakers are allowed to request reimbursement for travel to and from the State House, as well as some lodging and meals. Lawmakers provide legislative staff with their total commute distance, and the reimbursements are calculated accordingly.

Despite claiming to live in Augusta for most of 2020 and continuing to own the Augusta home until December 2021, Jackson nonetheless received, \$25,346.78 and \$25,870.17 worth of reimbursement from the State Legislature in those years, according to state financial records.

Jackson's reimbursement total was higher than any other state lawmaker in both years.

The next closest in 2020 was then-Rep. Trey Stewart (R-Presque Isle).

He booked \$11,956.19 in reimbursements.

The next closest in 2021 was Rep. John Martin (D-Eagle Lake) at \$15,301.

Among Jackson's total reimbursements in 2020 were \$694.96 for a cell phone bill, \$53.25 for laundry service, \$140.00 for a "miscellaneous expense", \$9,837.08 for "auto mileage", \$4,028 for hotels, \$3,061.08 for "mileage in lieu of housing".

In 2021, taxpayers picked up the tab for \$6,039.60 for "auto mileage" and \$6,918.12 for "mileage in lieu of housing." Jackson was also reimbursed that year for \$1,906.45 for "hotel room & lodging".

The North Belfast Avenue house in Augusta is a 2.1 mile drive from the State House — about a 20 minute bike ride, according to Google.

Under legislative rules, that would make him eligible for nearly \$2 per day in travel expense reimbursement for each day he performed his official duties.

In 2022, Jackson was once again the most reimbursed member of the State Legislature.

That year, he was able to boost his reimbursement numbers to a grand total of \$31,238.22, per state records.

That included \$9,621.45 for in-state auto mileage, \$5,231.30 for mileage in lieu of housing, and \$4,289.72 for hotel rooms and lodging.

TROY JACKSON	AUTO MILEAGE-GEN IN STATE	\$ 9,621.45
TROY JACKSON	MEALS & HOUS. LEG SESSION	\$ 6,930.00
TROY JACKSON	MLGE LIEU OF HSNG LEG SES	\$ 5,231.30
TROY JACKSON	HOTEL ROOM & LODGING	\$ 4,289.72
TROY JACKSON	MEALS AND GRATUITIES	\$ 3,728.00
TROY JACKSON	MEALS LEGISLATIVE SESSION	\$ 704.00
TROY JACKSON	AIR FARE OUT OF STATE	\$ 372.80
TROY JACKSON	HOTEL ROOM AND LODGING	\$ 206.50
TROY JACKSON	MISCELLANEOUS EXPENSE	\$ 60.00
TROY JACKSON	AUTO MILEAGE-GEN OUT-OF ST	\$ 53.10
TROY JACKSON	OTHER TRANSPORTATION	\$ 26.00
TROY JACKSON	MEALS INCLUDE GRATUITIES	\$ 15.35
TROY JACKSON	Total	\$ 31,238.22

Jackson has reported streams of income other than his legislative work and mileage reimbursements.

In June of 2021, Jackson registered a business, Jackson Associates, at his Allagash address, according to Maine Secretary of State records.

But Maine's income disclosures for lawmakers, unlike federal disclosures for politicians, don't require officials to disclose asset values or income amounts.

In addition to his income as a State Senator, Jackson's most recent financial disclosures show that he was employed by the Roslindale, Mass.-based International Union of Painters and Allied Trades.

In his February disclosure, Jackson listed a second employer, a Brewer-based 501(c)4 nonprofit called Food and Medicine.

Unlike 501(c)3 nonprofits, donations to which are tax deductible, donations to a 501(c)4 are not tax deductible; they are, however, also entirely anonymous.

What happens when an elected official is in violation of the Maine Constitution's residency requirement?

The residency requirement in Maine's Constitution is enforced by each house of the Legislature.

The primary mechanism to enforce the requirement would be expulsion, and that would require two-thirds of the State Senate to vote in favor.

The last time the residency requirement for elected officials became a source of political contention was 2016.

Former Amherst Republican Rep. Larry Lockman called on the House Ethics Committee to review the election of George Hogan, an Old Orchard Beach Democrat, based on evidence that Hogan actually lived in Saco.

The House of Representatives voted overwhelmingly against Lockman's requested review.

In 2007, four-term Republican State Rep. Philip Cressey, Jr., of Cornish, had taken a job as an interim pastor at a Baptist church in Massachusetts and was living there several days a week with his family.

Democratic House Speaker Glenn Cummings called on Cressey to resign.

Cressey initially refused to resign, but eventually he called it quits in September of 2007 after then-Republican Minority Leader Josh Tardy said Cressey should make an exit.



5 October 2021 – Augusta, ME – State Senate President Troy Jackson (D) explains the logging issues in Maine to US Secretary of Labor Marty J. Walsh (Dept. of Labor Photo)

Jackson, in addition to serving as the Senate President since 2018, is a Democratic National Committee member who has twice endorsed Vermont Socialist Sen. Bernie Sanders' presidential campaigns.

Due to Maine's term limits, Jackson cannot seek another term in the State Senate.

However, he remains a powerful figure in the Maine Democratic Party.

There have been whispers about him one day running for governor, and the left-wing Twitterati have openly urged him to run for U.S. Sen. Susan Collins' seat should she step down.

The Kennebec County Superior Court initially only supplied a few limited documents in response to the Maine Wire's request for court records. Less than an hour after the story was published, the Court supplied additional records. This story will be updated.



STATE OF MAINE
COMMISSION ON GOVERNMENTAL ETHICS
AND ELECTION PRACTICES
135 STATE HOUSE STATION
AUGUSTA, MAINE
04333-0135

September 13, 2023

By Email and Regular Mail

Hon. Troy D. Jackson
167 Allagash Road
Allagash, Maine 04774

Dear Senate President Jackson,

The Maine Ethics Commission received the enclosed request for investigation from Rep. John Andrews raising some concerns arising out of a posting on a news/commentary website. The posting questioned your residency for purposes of serving in the Maine Legislature. Since December 2016, you have represented District 1 in the Maine Senate. The forms you filed with the Secretary of State for purposes of qualifying for the ballot listed 167 Allagash Road in Allagash, Maine as your residence. You have used the same address when registering as a candidate with the Commission.

The website posting that sparked Rep. Andrews' complaint discusses a residential property on North Belfast Avenue in Augusta that you apparently owned in 2019-2021. In a later press report, your spokesperson described the house in Augusta as a "second property."

Rep. Andrews clarified his concerns to me after filing his complaint. He is asking the Commission to consider whether you filed forms with our office containing inaccurate information or qualified for Maine Clean Election Act funding under false pretenses. He is also concerned about travel reimbursements you received from the Maine Legislature and your qualification for federal mortgage insurance from the Federal Housing Authority.

Commission's Consideration of Rep. Andrews' Request

The Commission will consider Rep. Andrews' request at a meeting on October 25, 2023 at our office in Augusta. The meeting is expected to begin at 9:00 a.m. The Commission prefers that you participate in person, but under our policies you may participate remotely if you show good cause. At the October 25 meeting, the Commission is expected to decide whether to authorize an investigation or take any other action on Rep. Andrews' request. This letter is to request some preliminary information to assist the Commission in reviewing the complaint.

OFFICE LOCATED AT: 45 MEMORIAL CIRCLE, AUGUSTA, MAINE
WEBSITE: WWW.MAINE.GOV/ETHICS

PHONE: (207) 287-4179

FAX: (207) 287-6775

ETH-28

Relevant Laws and Procedures

Campaign Finance Law

Candidate registration. Maine Election Law requires candidates for state office to appoint a treasurer and register as a candidate with the Commission. 21-A M.R.S. § 1013-A(1)(A). Among other things, the statute requires: “A candidate shall register the candidate’s name and address and the name and address of the treasurer appointed under this section no later than 10 days after the appointment of the treasurer.” *Id.* We encourage candidates to use their mailing address on their registration form because we use that address to mail correspondence.

Qualifications for Maine Clean Election Act funding. Among other requirements, to receive Maine Clean Election Act funding, a candidate must have qualified for the election ballot “by petition or other means” 21-A M.R.S. § 1125(5)(C). Qualification for the ballot is administered by the elections division of the Maine Secretary of State. The Commission relies on the records of that department to determine whether someone has qualified for the ballot.

Commission’s Limited Role in Legislative Ethics

The Commission has a limited role in investigating the conduct or ethics of Maine legislators. It is authorized to receive complaints alleging a violation of legislative ethics. 1 M.R.S. § 1013(1)(B). The term “violation of legislative ethics” is defined in statute to cover certain categories of misconduct. 1 M.R.S. § 1012(10) (referring to sections 1014 & 1015-A).¹

The person filing the complaint against a Legislator must cite the provisions in sections 1014 & 1015-A they believe the Legislator violated. § 1013(2)(B-1). The Commission staff may not forward a complaint to the Commission that does not meet these criteria. *Id.* There are many aspects of legislative conduct that the Commission is not authorized to investigate, for example, seeking reimbursements from the Legislature, use of the Legislature’s allowance for constituent services, compliance with the Legislature’s own code of ethics, and interactions with fellow members.

¹ Those categories are: acting in a conflict of interest (§ 1014(1)); unduly influencing a department of Maine state government (§ 1014(2)); abuse of office or position, defined as certain contract arrangements, gaining a special privilege not available to the general public, or using confidential information (§ 1014(3)); contracting with a state agency outside of competitive bidding requirements (§ 1014(4)); or receiving illegal contributions from lobbyists or related contributors (§ 1015-A).

Residency Requirements for Legislators

Residency requirements to serve in the Maine Senate. The Maine Constitution sets out the qualifications for a person to serve in the Legislature in Article IV, Part First, § 4 and Part Second, § 6. Among other requirements, a person must have been a resident in their district for the three months leading up to the person’s election and continue to be a resident during the term for which they have been elected. *Id.* Article IV, Part Third, § 3 states that “Each House shall be the judge of the elections and qualifications of its own members”

Advice by the Office of the Attorney General (OAG). For your reference, I have attached two advisory opinions of the OAG concerning a member’s residence for purposes of determining whether a person may represent a legislative district. The OAG advised that the statutory definition of residence for purposes of voter registration would be relevant, but other factors generally should be considered (*e.g.*, the member’s address in licenses and official documents).

Definition of residence for purposes of registering to vote. For purposes of voting, residence is defined in Maine Election Law to mean “that place where the person has established a fixed and principal home to which the person, whenever temporarily absent, intends to return.” 21-A M.R.S. §§ 1(40) & 112(1). Subsections 112(3) & (7) are explicit that a person retains their residency for purposes of voting even if they stay somewhere else temporarily (*e.g.*, for purposes of military service or studying in a learning institution). The statute also provides “A change of residence is made only by the act of removal, joined with the intent to remain in another place. A person can have only one residence at any given time.” 21-A M.R.S. § 112(2).

Enforcement of residency requirements. When candidates for the Legislature qualify for the ballot by submitting petitions to the Maine Secretary of State, they must also file a consent form containing “a declaration of the candidate’s place of residence” and “a statement that the candidate meets the qualifications of the office the candidate seeks” 21-A M.R.S. §§ 336(3) & 355(3). Residents of a candidate’s district may challenge the candidate’s petitions. 21-A M.R.S. §§ 337(2) & 356(2). If the Secretary of State finds that a statement in the consent form is false, the consent and the petitions are invalid. 21-A M.R.S. §§ 336(3) & 355(3). Once an individual is elected as a State Representative or Senator, their qualifications to hold office are judged by the Maine Legislature. Maine Constitution, Article IV, Part Third, § 3.

Request for Preliminary Information

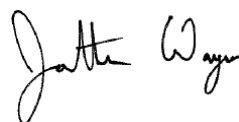
As noted above, Rep. Andrews is requesting that the Commission investigate whether you submitted a false address in filings with our office and qualified for Maine Clean Election Act funding based on this false information. Please submit a written response no later than Friday, September 29, 2023 responding to Rep. Andrews' request. You are welcome to include any information or argument you believe is relevant to whether the Commission should investigate this matter. In addition to whatever points you would like to make, please:

- expand on the statements in the press that 167 Allagash Road in Allagash has been your residence and the house in Augusta was a "second property," and
- address whether you intended to return to the Allagash property when you ran for office in 2020?

Travel reimbursements by the Legislature and a legislator's application for federal mortgage insurance are not within the areas of conduct covered by 1 M.R.S. §§ 1014 and 1015-A. The Commission staff's understanding is that the Commission may not investigate these issues. We suggest you do not address them in your response. Members of the public who are concerned about your compliance with those procedures may wish to contact the governmental departments that administer them.

Thank you for your cooperation with this request. Please let me know if you have any questions.

Sincerely,



Jonathan Wayne
Executive Director

cc: Hon. John Andrews (by email)



Troy D. Jackson
President of the Senate

THE MAINE SENATE
131st Legislature

3 State House Station
Augusta, Maine 04333

September 29, 2023

Jonathan Wayne
Maine Ethics Commission
45 Memorial Circle, 2nd Floor
Augusta, Maine 04330

Dear Jonathan,

Thank you for your letter. As an elected official, I take seriously my promise to my constituents to serve, represent and show up for them at the State House to the best of my abilities. My home in Allagash is about 300 miles north of the State House, and on any given day, it takes about five hours to make the trip one-way. In 2019, I purchased property in Augusta so I had a temporary place to stay during the week to carry out my duly elected duties as both the State Senator for Senate District 1 and the President of the Maine Senate. This property was used no differently than a hotel, apartment or other long-term stay arrangement.

Given how far away Aroostook County is from state government, I feel strongly that the people I represent deserve someone who will show up for the job that they were elected to do and fight tooth and nail to make sure they don't get left behind. So not only did I intend to return to Allagash when I ran for office in 2020 but I did return to Allagash with regularity after the purchase of the property — well-before I registered as a candidate for the 2020 election. I prefer to return home weekly unless there is a legislative commitment that requires my presence in Augusta. This means I try to be home every weekend during the legislative session and spend a greater deal of time in Allagash once the Legislature has adjourned. However, my duties of Senate President often require my presence in the State House during the interim period between sessions.

Allagash is my home and northern Aroostook County is my community. Not only is it the address on my license, where I vote in municipal and statewide elections, and where I receive my homestead property tax exemption, it is where I raised my kids, where my parents live and what I fight for every day in Augusta. I am concerned that this complaint unfairly targets lawmakers in rural districts who may be interested in serving in either leadership or as a presiding officer. Of all the 186 members of the Maine Legislature, I live the furthest away from the State House. But a number of lawmakers in Aroostook and Washington Counties also travel a great distance and spend many nights in Augusta to serve the people they represent.

Sincerely,

A handwritten signature in black ink that reads "Troy Jackson".

Troy D. Jackson
Maine Senate President

*State House (207) 287-1500 * TTY (207) 287-1583 * Fax (207) 287-5862 * Toll Free 1-800-423-6900
Email: Troy.Jackson@legislature.maine.gov * Web Site: TroyJackson.org*

HUD 4155.1, Mortgage Credit Analysis for Mortgage Insurance

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2. Eligibility Requirements for Principal Residences

Introduction This topic contains information on eligibility requirements for principal residences, including

- a definition of principal residence
 - the FHA requirement for establishing owner occupancy
 - FHA-insured Mortgages on principal residences and investment properties, and
 - exceptions to the FHA policy limiting the number of mortgages per borrower.
-

Change Date March 1, 2011

**4155.1 4.B.2.a
Definition:
Principal
Residence** A *principal residence* is a property that will be occupied by the borrower for the majority of the calendar year.

**4155.1 4.B.2.b
FHA
Requirement
for Establishing
Owner
Occupancy** At least one borrower must occupy the property and sign the security instrument and the mortgage note in order for the property to be considered owner-occupied.

FHA security instruments require a borrower to establish bona fide occupancy in a home as the borrower's principal residence within 60 days of signing the security instrument, with continued occupancy for at least one year.

Continued on next page

2. Eligibility Requirements for Principal Residences, Continued

4155.1 4.B.2.c FHA-Insured Mortgages on Principal Residences and Investment Properties

To prevent circumvention of the restrictions on making FHA-insured mortgages to investors, FHA *generally* will not insure more than one principal residence mortgage for any borrower. FHA will *not* insure a mortgage if it is determined that the transaction was designed to use FHA mortgage insurance as a vehicle for obtaining investment properties, even if the property to be insured will be the *only* one owned using FHA mortgage insurance.

Any person individually or jointly owning a home covered by an FHA-insured mortgage in which ownership is maintained may *not* purchase another principal residence with FHA insurance, *except* in certain situations as described in [HUD 4155.1 4.B.2.d](#).

Exception: Properties previously acquired as investment properties are *not* subject to these restrictions.

References: For more information on

- exceptions to the above-stated policy, see [HUD 4155.1 4.B.2.d](#)
- investment property requirements, see [HUD 4155.1 4.B.4](#), and
- the dwelling unit limitation for investors, see [HUD 4155.1 4.B.4.d](#).

Continued on next page

3. Eligibility Requirements for Secondary Residences

Introduction This topic contains information on eligibility requirements for secondary residences, including

- a definition of secondary residence
 - secondary residence restrictions
 - requesting a hardship exception
 - limitation on the number of secondary residences, and
 - secondary residence requirements.
-

Change Date March 1, 2011

**4155.1 4.B.3.a
Definition:
Secondary
Residence** A *secondary residence* is a property that a borrower occupies in addition to his/her principal residence.

**4155.1 4.B.3.b
Secondary
Residence
Restrictions** Secondary residences are *only* permitted when

- the appropriate [HOC](#) determines that an undue hardship exists, meaning that affordable rental housing that meets the needs of the family is not available for lease in the area or within reasonable commuting distance of work, and
- the maximum loan amount is 85% of the *lesser* of the appraised value or sales price.

References: For more information on

- requesting a hardship exception, see [HUD 4155.1 4.B.3.c](#), and
 - other requirements for secondary residences, see [HUD 4155.1 4.B.3.e](#).
-

**4155.1 4.B.3.c
Requesting a
Hardship
Exception** Direct Endorsement (DE) lenders are *not* authorized to grant hardship exceptions. Only the [HOC](#) may make the determination that an undue hardship exists. The lender must submit, in writing, any request for a hardship exception to the HOC having jurisdiction over the area in which the subject property is located.

Reference: For information on HOC jurisdictions, see [HUD 4155.2 12.E.1.a](#).

Continued on next page

3. Eligibility Requirements for Secondary Residences,

Continued

4155.1 4.B.3.d
Limitation on
the Number of
Secondary
Residences

A borrower may have only *one* secondary residence at any time.

4155.1 4.B.3.e
Requirements
for Secondary
Residences

Secondary residences must meet all of the following requirements:

- the secondary residence must *not* be a vacation home or be otherwise used primarily for recreational purposes
 - the borrower must obtain the secondary residence because of seasonal employment, employment relocation, or other circumstances not related to recreational use of the residence
 - there must be a demonstrated lack of affordable rental housing meeting the needs of the borrower in the area or within a reasonable commuting distance of the borrower's employment, and
 - the borrower must provide supporting documentation of the lack of affordable rental housing, including
 - a satisfactory explanation for the need of a secondary residence and the lack of available rental housing, and
 - written evidence from local real estate professionals who verify a lack of acceptable housing in the area.
-

When recorded, return to:
Residential Mortgage Services, Inc.
Attn: Final Document Department
24 Christopher Toppl Drive
South Portland, ME 04106

BK13344 PGS 305 - 316 09/24/2019 02:10:07 PM
INSTR#: 2019022107 ATTEST: BEVERLY BUSTIN-HATHEWAY
RECEIVED KENNEBEC SS REGISTER OF DEEDS
eRecorded Document

LOAN #: FAL1905289732

(Space Above This Line For Recording Data)

MORTGAGE

FHA Case No.
231-1538919-703-203B

WORDS USED OFTEN IN THIS DOCUMENT

Words used in multiple sections of this document are defined below. Other words are defined in Sections 3, 5, 8, 10, 12, 17, 19 and 21. Certain rules about the usage of words used in this document are also provided in Section 15.

- (A) "Security Instrument" means this document, which is dated **September 19, 2019**. The term "Security Instrument" includes any Riders recorded with the Security Instrument.
- (B) "Borrower" means **TROY D JACKSON AND LANA M PELLETIER, JOINT TENANTS,**

who sometimes will be called "Borrower" and sometimes simply "I" or "me." "Borrower" is granting a mortgage under this Security Instrument. "Borrower" is not necessarily the same as the Person or Persons who sign the Note. The obligations of Borrowers who did not sign the Note are explained further in Section 12. (C) "Lender" means **Residential Mortgage Services, Inc.**

Lender is a corporation or association which exists under the laws of **Maine**. Lender's address is **24 Christopher Toppl Drive, South Portland, ME 04106**.

Except as provided in Sections 12 and 19, the term "Lender" may include any Person who takes ownership of the Note and this Security Instrument.

- (D) "Note" means the note signed by **Troy D Jackson AND Lana M Pelletier**



LOAN #: FAL1905289732

and dated September 19, 2019. The Note shows that its signer or signers owe Lender TWO HUNDRED SIXTEEN THOUSAND FIFTEEN AND NO/100* Dollars (U.S. \$216,015.00) plus interest and promise to pay this debt in Periodic Payments and to pay the debt in full by October 1, 2049.

- (E) "Property" means the property that is described below in the section titled "Description of the Property" or any portion of the Property.
(F) "Sums Secured" means the unpaid balance of amounts described below in the section titled "Borrower's Transfer to Lender of Rights in the Property."
(G) "Loan" means the debt evidenced by the Note, plus interest, late charges due under the Note, and all sums due under this Security Instrument, plus interest.
(H) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:
[] Adjustable Rate Rider [] Condominium Rider [] Planned Unit Development Rider
[] Other(s) [specify]

- (I) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.
(J) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.
(K) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.
(L) "Escrow Items" means those items that are described in Section 3.
(M) "Miscellaneous Proceeds" means any monies or other thing of value paid by any third party, other than insurance proceeds paid under the coverages described in Section 5, for: (i) damage to, or destruction of, the Property; (ii) Condemnation or other taking of all or any part of the Property (see Section 10 for an explanation of "Condemnation"); (iii) conveyance in lieu of Condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.
(N) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.
(O) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of the Security Instrument.
(P) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. § 2601 et seq.) and its implementing regulation, Regulation X (12 C.F.R. Part 1024), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. When this Security Instrument refers to a requirement or restriction under "RESPA," Lender intends to abide by that requirement or restriction, even if it is not technically applicable to the Loan.
(Q) "Secretary" means the Secretary of the United States Department of Housing and Urban Development or his designee.
(R) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.
(S) "Ground Rents" means amounts I owe if I rented the real property under the buildings covered by this Security Instrument. Such an arrangement usually takes the form of a long-term "ground lease."

BORROWER'S TRANSFER TO LENDER OF RIGHTS IN THE PROPERTY

I mortgage, grant and convey the Property to Lender, with mortgage covenants, subject to the terms of this Security Instrument, to have and to hold all of the Property to Lender, and to its successors and assigns, forever. This means that, by signing this Security Instrument, I am giving Lender those rights that are stated in this Security Instrument and also those rights that Applicable Law gives to Lenders who hold mortgages on real property. Those rights that Applicable Law gives to Lenders who hold mortgages on real property include those rights known as "Mortgage Covenants." I am giving Lender these rights to protect Lender from possible losses that might result if:

- (A) Some or all of the Loan is not paid when due;
(B) I fail to pay, with interest, any amounts that Lender spends under Section 9 of this Security Instrument to protect the value of the Property and Lender's rights in the Property; or
(C) I fail to keep any of my other promises and agreements under this Security Instrument.

These amounts are the "Sums Secured."

DESCRIPTION OF THE PROPERTY

I grant and mortgage to Lender the Property described in (A) through (G) below:

(A) The Property which is located at 2076 North Belfast Avenue, Augusta,

Maine 04330

("Property Address").

[Street][City]

[Zip Code]



LOAN #: FAL1905289732

This Property is in Kennebec
description:

County. It has the following legal

SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF AS "EXHIBIT A".

- (B) All buildings and other improvements that are located on the Property described in subsection (A) of this section;
- (C) All rights in other property that I have as owner of the Property described in subsection (A) of this section. These rights are known as "easements and appurtenances attached to the Property;"
- (D) All rights that I have in the land which lies in the streets or roads in front of, or next to, the Property described in subsection (A) of this section;
- (E) All fixtures that are now or in the future will be on the Property described in subsections (A) and (B) of this section;
- (F) All of the rights and property described in subsections (B) through (E) of this section that I acquire in the future; and
- (G) All replacements of or additions to the Property described in subsections (B) through (F) of this section.

BORROWER'S RIGHT TO MORTGAGE THE PROPERTY AND BORROWER'S OBLIGATION TO DEFEND OWNERSHIP OF THE PROPERTY

I promise that: (A) I lawfully own the Property; (B) I have the right to mortgage, grant and convey the Property to Lender; and (C) there are no outstanding claims or charges against the Property, except for those which are of public record.

I give a general warranty of title to Lender. This means that I will be fully responsible for any losses which Lender suffers because someone other than myself has some of the rights in the Property which I promise that I have. I promise that I will defend my ownership of the Property against any claims of such rights.

PLAIN LANGUAGE SECURITY INSTRUMENT

This Security Instrument contains promises and agreements that are used in real property security instruments all over the country. It also contains promises and agreements that vary, to a limited extent, in different parts of the country. My promises and other agreements are stated in "plain language."

COVENANTS

I promise and I agree with Lender as follows:

1. **Borrower's Promise to Pay.** If I signed the Note, I will pay to Lender when due principal and interest due under the Note and late charges due under the Note. Regardless of whether I signed the Note, I will pay funds for Escrow Items as described in Section 3. I will make all payments in U.S. currency. If any Borrower makes any Loan payment to Lender with a check or other instrument that is returned for any reason (i.e., the check bounces), except when prohibited by Applicable Law, the Lender may require that any subsequent payment be made by: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check (all of which must be drawn on an institution whose deposits are insured by a federal agency, instrumentality, or entity); or (d) Electronic Funds Transfer. Lender may reasonably specify which payment form is required.

Payments are only considered received when they reach the Lender's address specified in the Note, or a different address specified by Lender under Section 14 of this Security Instrument. Lender may return any payments or partial payments if the payments are insufficient to bring the Loan current. Lender may accept any payments or partial payments insufficient to bring the Loan current, but doing so will not affect Lender's rights under this Security Instrument, and Lender may still refuse such late, partial payments in the future.

If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until I make payment to bring the Loan current. If I do not do so within a reasonable period of time, Lender shall either apply such funds or return them to me, if not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which I might have now or in the future against Lender shall relieve me from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

I agree that no claim or legal right I may have against the Lender will excuse my obligation to make timely payments under the Loan or to keep my other promises in this Security Instrument.

2. **Application of Payments or Proceeds.** Except as otherwise described in this Section 2, all payments accepted and applied by Lender will be applied in the following order of priority:

Initials: *TRJ*
LAP
MEUFHA15DE 0317
MEUDEED (CLS)
09/19/2019 11:45 AM PST



LOAN #: FAL1905289732

First, to the Mortgage Insurance premiums to be paid by Lender to the Secretary or the monthly charge by the Secretary instead of the monthly mortgage insurance premiums;

Second, to any taxes, special assessments, leasehold payments or ground rents, and fire, flood and other hazard insurance premiums, as required;

Third, to interest due under the Note;

Fourth, to amortization of the principal of the Note; and,

Fifth, to late charges due under the Note.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount of the Periodic Payments.

If Lender receives a payment from me for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent Periodic Payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from me to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary extra payments must be applied first to any charges for making voluntary extra payments and then as described in the Note.

If voluntary extra payments I may make or the crediting of insurance proceeds or Miscellaneous Proceeds to the Note are enough to pay principal ahead of schedule, I must still make my regularly scheduled Periodic Payments under the Note, when scheduled, without any delay or reduction of amount.

3. Monthly Payments for Taxes and Insurance.

(a) **Borrower's Obligations.** I will pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums to be paid by Lender to the Secretary or the monthly charge by the Secretary instead of the monthly Mortgage Insurance premiums. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by me, and such dues, fees and assessments shall be an Escrow Item.

After signing of the Note, or at any time during its term, Lender may include these amounts as Escrow Items. The monthly payment that I will make for Escrow Items will be based on Lender's estimate of the annual amount required.

I will pay all of these amounts to Lender unless Lender tells me, in writing, that I do not have to do so, or unless Applicable Law requires otherwise. I will make these payments on the same day that my Periodic Payments of principal and interest are due under the Note.

I will promptly send Lender a copy of all notices of amounts to be paid under this Section. I must pay Lender for Escrow Items as part of my regular Periodic Payments, unless Lender excuses this requirement in writing. If Lender excuses me in writing, I will pay all Escrow Items covered by the excuse, directly and on time. I will provide receipts proving my direct payments of Escrow Items on request and in the time period Lender requires. If Lender excuses me from paying Escrow Items to Lender and if I fail to pay any amount due for an Escrow Item directly, Lender may pay such amount under Section 9, and I will be obligated to repay Lender, plus interest at the Note rate. Lender may revoke the excuse regarding any or all Escrow Items at any time by a notice given in accordance with Section 14 and, upon such revocation, I will pay to Lender all Funds (defined below), and in such amounts, that are then required under this Section 3.

The amounts that I pay to Lender for Escrow Items under this Section 3 will be called the "Funds." The Funds are pledged as additional security for all Sums Secured.

Lender may, at any time, collect and hold Funds in an amount (1) sufficient to permit Lender to apply the Funds at the time specified under RESPA, but (2) not to exceed the maximum amount a lender can require under RESPA. Lender will estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with Applicable Law.

(b) **Lender's Obligation.** Lender will keep the Funds in a savings or banking institution which has its deposits insured by a federal agency, instrumentality, or entity, or in any Federal Home Loan Bank. If Lender is such a savings or banking institution, Lender may hold the Funds. Lender will use the Funds to pay the Escrow Items. Lender will give to me, without charge, an annual accounting of the Funds. That accounting must show all additions to and deductions from the Funds and the reason for each deduction in the manner required by RESPA.

Lender may not charge me for holding or keeping the Funds, or for using the Funds to pay Escrow Items, or for making a yearly analysis of my payment of Funds or for receiving, verifying and totaling assessments and bills. Maine law requires payment of, and Lender agrees to pay me, interest on the Funds in the manner and amount set forth in Maine law.

(c) **Adjustments to the Funds.** If there is a surplus of Funds held in escrow, as defined under RESPA, Lender will report to me regarding the excess funds in accordance with RESPA. If there is a shortage or deficiency of Funds held in escrow, as defined under RESPA, Lender will notify me as required by RESPA and I will pay to Lender the amount necessary to make up the shortage or deficiency as required by RESPA, but in no more than 12 monthly payments.

When I have paid all of the Sums Secured, Lender will promptly refund to me any Funds that are then being held by Lender.

4. **Borrower's Obligation to Pay Charges, Assessments and Claims.** I will pay all taxes, assessments, and any other charges and fines that may be imposed on the Property and that may be or become superior to this Security Instrument. If I am a tenant under a ground lease on the Property, I will also pay Ground Rents or payments due under my ground lease. I will also pay any Community Association Dues, Fees, and Assessments. I will do



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this either by making the payments to Lender that are described in Section 3 above or, if I am not required to make payments to Lender under Section 3, by making the payments on time to the Person owed them. In this Security Instrument, the word "Person" means any natural person, organization, governmental authority or other party.

I will promptly pay or satisfy all liens against the Property that may be or become superior to this Security Instrument. However, this Security Instrument does not require me to satisfy a superior lien if: (a) I agree, in writing, to pay the obligation which gave rise to the superior lien and Lender approves the way in which I agree to pay that obligation (but I must fully perform my agreement or this exception does not apply); (b) in good faith, I argue or defend against the superior lien in a lawsuit so that, during the lawsuit, the superior lien may not be enforced (but this exception ends when the lawsuit ends); or (c) I secure from the holder of that other lien an agreement, approved in writing by Lender, that the lien of this Security Instrument is superior to the lien held by that Person. If Lender determines that any part of the Property is subject to a superior lien, Lender may give me a notice identifying the superior lien. I will pay or satisfy the superior lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. Borrower's Obligation to Maintain Hazard Insurance or Property Insurance; Use of Insurance Proceeds. I will obtain hazard or property insurance to cover all buildings and other improvements that now are or in the future will be located on the Property. The insurance must cover loss or damage caused by: (a) fire; (b) hazards normally covered by "extended coverage" hazard insurance policies; and (c) other hazards for which Lender requires coverage, including floods and earthquakes. The insurance must be in the amounts (including deductibles) and for the periods of time required by Lender. Lender's requirements can change during the term of the Loan. I may choose the insurance company, but my choice is subject to Lender's approval. Lender may not refuse to approve my choice unless the refusal is reasonable. If I do not maintain any of the insurance coverages described above, Lender may obtain insurance coverage at its option and charge me in accordance with Section 9 below.

Lender is under no obligation to purchase any particular type or amount of coverage. Lender's coverage will protect Lender, but might or might not protect me, my equity in the Property, or the contents of the Property, against any risk, hazard, or liability and might provide greater or lesser coverage than was previously in effect. I acknowledge that the cost of the Lender's insurance coverage might significantly exceed the cost of insurance that I could have obtained. Any amounts paid by Lender under this Section 5 will become my additional debt secured by this Security Instrument. These amounts will bear interest at the Note rate from the date of disbursement and will be payable, with interest, upon notice from Lender to me requesting payment.

Lender may require me to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. I will also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from my objection.

All of the insurance policies required by Lender and renewals of those policies: (a) are subject to Lender's right to disapprove; (b) must include what is known as a "standard mortgage clause" to protect Lender; and (c) must name Lender as mortgagee and/or as an additional loss payee. The form of all policies and renewal certificates must be acceptable to Lender. Lender will have the right to hold the policies and renewal certificates. If Lender requires, I will promptly give Lender all receipts for paid premiums and renewal notices that I receive.

If I obtain additional insurance for damage to or destruction of the Property not required by Lender, I will ensure that it contains a standard mortgage clause and names Lender as mortgagee and/or as an additional loss payee.

If there is a loss or damage to the Property, I will promptly notify the insurance company and Lender. If I do not promptly prove to the insurance company that the loss or damage occurred, then Lender may do so.

The amount paid by any insurance company with regard to the Property is called "Proceeds." The Proceeds will be used to repair or to restore the damaged Property whether or not the underlying insurance was required by Lender unless: (a) it is not economically feasible to make the repairs or restoration; (b) the use of the Proceeds for that purpose would lessen the protection given to Lender by this Security Instrument; or (c) Lender and I have agreed in writing not to use the Proceeds for that purpose. If the repair or restoration is not economically feasible or if it would lessen Lender's protection under this Security Instrument, then the Proceeds will be used to pay the Sums Secured. If any of the Proceeds remain after the amount that I owe to Lender has been paid in full, the remaining Proceeds will be paid to me. Such insurance proceeds will be applied in the order provided for in Section 2.

During the repair and restoration period, Lender will have the right to hold insurance proceeds until Lender has had an opportunity to inspect the Property to ensure the work has been completed to Lender's satisfaction. Lender will arrange the inspection promptly. Lender may disburse Proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender will not be required to pay me any interest or earnings on Proceeds. Fees for public adjusters, or other third parties I retain, will not be paid out of the insurance proceeds and will be my sole obligation.

If I abandon the Property, or if I do not answer, within 30 days a notice from Lender stating that the insurance company has offered to settle a claim, Lender may negotiate and settle any insurance claim. The 30-day period will begin when the notice is given.

If I abandon the Property, do not answer the notice, or if Lender acquires the Property under Section 24 below or otherwise, all of my rights in all insurance policies covering the Property will belong to Lender, other than the right to any refund of unearned premiums I have paid. Lender may use the insurance proceeds either to repair or restore the Property or to pay the Sums Secured, whether or not then due. However, Lender's rights in those Proceeds will not be greater than the Sums Secured.



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6. Occupancy. I will occupy the Property and use the Property as my principal residence within 60 days after I sign this Security Instrument. I will continue to occupy the Property and to use the Property as my principal residence for at least one year. The one-year period will begin when I first occupy the Property. However, I will not have to occupy the Property and use the Property as my principal residence within the time frames set forth above if Lender agrees in writing that I do not have to do so. I also will not have to occupy the Property and use the Property as my principal residence within the time frames set forth above if extenuating circumstances exist which are beyond my control.

7. Borrower's Obligation to Maintain and Protect the Property; Inspections. I will keep the Property in good repair. I will not destroy, damage or harm the Property, and I will not allow the Property to deteriorate or diminish in value due to its condition. In addition, I will promptly repair the Property, if damaged, to avoid further deterioration or damage unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, I will be responsible for repairing or restoring the Property only if Lender has released Proceeds for such purposes. Lender may disburse Proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, I will not be relieved of my obligation to complete such repair or restoration.

If condemnation proceeds are paid in connection with the taking of the property, Lender shall apply such proceeds to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts, and then to payment of the due date of the monthly payments or change the amount of such payments.

Lender or its agents may enter and inspect the Property at reasonable times. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender will give me notice prior to an interior inspection specifying such reasonable cause.

8. Borrower's Loan Application. If, during the application process for the Loan, I made false, misleading, incomplete, or inaccurate statements to Lender about information important to Lender in determining my eligibility for the Loan ("Material Information"), Lender will treat my actions as a default under this Security Instrument. I will also be in default if I knew about or consented to any other Person giving false, misleading, incomplete, or inaccurate statements about Material Information to Lender. False, misleading, incomplete, or inaccurate statements about Material Information would include a misrepresentation of my intention to occupy the Property as a principal residence. This is just one example of a false, misleading, incomplete, or inaccurate statement of Material Information. Also, if during the loan application process I failed to provide Lender with Material Information, Lender will treat this as a default under this Security Instrument. I will also be in default if I knew about or consented to any other Person failing to provide Lender with Material Information.

9. Lender's Right to Protect its Rights in the Property. If: (a) I do not keep my promises and agreements made in this Security Instrument; (b) someone, including me, begins a legal proceeding that may significantly affect Lender's interest in the Property or rights under this Security Instrument (such as a legal proceeding in bankruptcy, in probate, for Condemnation or Forfeiture, for enforcement of a lien which may become superior to this Security Instrument or to enforce laws or regulations); or (c) I abandon the Property, then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding, may include appearing in court, paying reasonable attorneys' fees, paying superior liens on the Property, protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Securing the Property includes, for example, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. I agree that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

I will pay to Lender any amounts, with interest, which Lender spends under this Section 9. I will pay those amounts to Lender when Lender sends me a notice requesting that I do so. I will also pay interest on those amounts at the Note rate. Interest on each amount will begin on the date that the amount is spent by Lender.

If I do not own but am a tenant on the Property, I will fulfill all my obligations under my lease. I also agree that, if I subsequently purchase or otherwise become the owner of the Property, my interest as the tenant and my interest as the owner will remain separate unless Lender agrees in writing.

10. Agreements about Miscellaneous Proceeds and Condemnation of the Property. I assign to Lender all Miscellaneous Proceeds (as defined above in subsection (M) of the section entitled "Words Used Often in This Document"). All Miscellaneous Proceeds will be paid to Lender. Miscellaneous Proceeds include, among other things, awards or claims for damages for Condemnation. A taking of property by any governmental authority by eminent domain is known as "Condemnation."

If the Property is damaged, all Miscellaneous Proceeds will be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During the repair and restoration period, Lender will have the right to hold Miscellaneous Proceeds until Lender has had an opportunity to inspect the Property to ensure the work has been completed to Lender's satisfaction. Lender will arrange the inspection promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Miscellaneous Proceeds, Lender will not be required to pay me any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds will be applied to the Sums Secured by this Security Instrument, whether or not then due, with the excess, if any, paid to me. Such Miscellaneous Proceeds will be applied in the order provided for in Section 2.



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If all of the Property is taken or destroyed, the Miscellaneous Proceeds will be used to reduce the Sums Secured, whether or not then due. If any of the Miscellaneous Proceeds remain after the Loan has been paid in full, the remaining proceeds will be paid to me.

Unless Lender and I agree otherwise in writing, if only a part of the Property is taken or destroyed, and the fair market value of the Property immediately before the partial taking or destruction either is equal to, or greater than, the amount of the Sums Secured immediately before the partial taking or destruction, then a portion of the Miscellaneous Proceeds will be applied to pay a portion of the Loan. That portion will equal the Miscellaneous Proceeds multiplied by a fraction. That fraction is as follows: (a) the total amount of the Sums Secured immediately before the partial taking or destruction; divided by (b) the fair market value of the Property immediately before the partial taking or destruction. The remainder of the Miscellaneous Proceeds will be paid to me.

Unless Lender and I agree otherwise in writing or unless Applicable Law requires otherwise, if only a part of the Property is taken or destroyed, and the fair market value of the Property immediately before the partial taking or destruction is less than the amount of the Sums Secured immediately before the partial taking or destruction, the proceeds will be used to reduce the Sums Secured whether or not then due.

If I abandon the Property, or if I do not answer within 30 days, a notice from Lender stating that the Opposing Party (as defined below) offered to make an award to settle a claim for damages, Lender has the authority to settle any claim and collect the proceeds. "Opposing Party" means the third party that owes me Miscellaneous Proceeds or the party against whom I have a legal action in regard to Miscellaneous Proceeds. Lender may then use the Miscellaneous Proceeds to repair or restore the Property or to reduce the Sums Secured. The 30-day period will begin when the notice is given.

I will be in default if any lawsuit or other legal proceeding is brought seeking Forfeiture of the Property or seeking any other significant reduction of Lender's interest in the Property or rights under this Security Instrument. "Forfeiture" means a legal order or judgment that takes away some or all of my rights in the Property, whether in a civil or in a criminal proceeding. I can cure that default by causing the lawsuit or legal proceeding to be dismissed with a legal ruling that, in Lender's reasonable judgment, precludes any Forfeiture or any other significant reduction of Lender's interest in the Property or rights under this Security Instrument. If there is any award or claim for damages for the reduction of Lender's interest or rights, the proceeds of that award or claim are assigned to and will be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property will be applied in the order provided for in Section 2.

11. Continuation of Borrower's Obligations and of Lender's Rights.

(a) **Borrower's Obligations.** Lender may allow me, any Borrower, and any Successor in Interest of Borrower to delay or to change the amount of the Periodic Payments of principal and interest due under the Note or under this Security Instrument. Even if Lender does this, however, that Person and I will both still be fully obligated under the Note and under this Security Instrument.

Lender may allow those delays or changes for a Successor in Interest of Borrower, even if Lender is requested not to do so. Lender will not be required to bring a lawsuit against a Successor in Interest of Borrower for not fulfilling obligations under the Note or under this Security Instrument, even if Lender is requested to do so by Borrower or a Successor in Interest of Borrower.

(b) **Lender's Rights.** Even if Lender does not exercise or enforce any right of Lender under this Security Instrument or under Applicable Law, Lender will still have all of those rights and may exercise and enforce them in the future. Even if: (1) Lender obtains insurance, pays taxes, or pays other claims, charges or liens against the Property; (2) Lender accepts payments from third Persons or Successors in Interest; or (3) Lender accepts payments in amounts less than the amount then due, Lender will have the right under Section 24 below to demand that I make immediate payment in full of any amounts remaining due and payable to Lender under the Note and under this Security Instrument.

12. **Obligations of Borrower and of Persons Taking over Borrower's Rights or Obligations.** Except as provided in Section 17, any Successor in Interest of Borrower who takes over my rights or obligations under this Security Instrument in writing and who is approved by Lender will have all of my rights and will be obligated to keep all of my promises and agreements made in this Security Instrument. I will not be released from my liability under this Security Instrument unless Lender agrees to that release in writing. Any Person who takes over Lender's rights or obligations under this Security Instrument will have all of Lender's rights and will be obligated to keep all of Lender's agreements made in this Security Instrument, except as provided in Section 19.

If more than one Person signs this Security Instrument as Borrower, each of us is fully obligated to keep all of Borrower's promises and obligations contained in this Security Instrument. Lender may enforce Lender's rights under this Security Instrument against each of us individually or against all of us together. This means that any one of us may be required to pay all of the Sums Secured. However, if one of us does not sign the Note: (a) that Person is signing this Security Instrument only to give that Person's rights in the Property to Lender under the terms of this Security Instrument; (b) that Person is not personally obligated to pay the Sums Secured; and (c) that Person agrees that Lender can agree with the other Borrowers to delay enforcing any of Lender's rights or to modify or make any accommodations with regard to the terms of this Security Instrument or the Note without that Person's consent.

13. **Loan Charges.** Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection, and valuation fees. Lender may collect fees and charges authorized by the Secretary. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed permitted limits: (a) any such loan charge will be reduced by the amount necessary to reduce the charge to the permitted limit;



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and (b) any sums already collected from me which exceeded permitted limits will be refunded to me. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to me. If a refund reduces principal, the reduction will be treated as a partial prepayment with no changes in the due date or in the monthly payment amount unless the Note holder agrees in writing to those changes. My acceptance of any such refund made by direct payment to me will constitute a waiver of any right of action I might have arising out of such overcharge, unless Applicable Law expressly provides otherwise.

14. Notices Required under this Security Instrument. All notices given by me or Lender in connection with this Security Instrument must be in writing. Any notice that must be given to me under this Security Instrument will be given by delivering it or by mailing it by first class mail unless Applicable Law requires use of another method. The notice will be effective or "given" when mailed (or, if not mailed, when actually delivered) to my address, unless Applicable Law requires otherwise. Notice to any one Borrower will constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice will be addressed to me at the address stated in the section above titled "Description of the Property." A notice will be given to me at a different address if I give Lender a notice of my different address. I will promptly notify Lender of my change of address. If Lender specifies a procedure for reporting my change of address, then I will only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time.

Any notice that must be given to Lender under this Security Instrument will be given by delivering or mailing it to Lender's address stated in subsection (C) of the section above entitled "Words Used Often in This Document." A notice will be mailed or delivered to Lender at a different address if Lender gives me a notice of the different address. A notice to Lender required by this Security Instrument is not given until it is actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

15. Law That Governs this Security Instrument; Interpretation. This Security Instrument is governed by federal law and the law that applies in the place where the Property is located. If any term of this Security Instrument or of the Note conflicts with the Applicable Law, the conflict will not affect other provisions of this Security Instrument or the Note which can operate, or be given effect, without the conflicting provision. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence will not be construed as a prohibition against agreement by contract.

As used in this Security Instrument: (a) words of the masculine gender will mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular will mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

16. Borrower's Copy. I will be given one copy of the Note and of this Security Instrument.

17. Agreements about Lender's Rights if the Property Is Sold or Transferred. As used in this Section 17, "Interest in the Property" means any interest in the Property recognized or protected by Applicable Law including, for example, those interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, if the intent is the transfer of title by Borrower at a future date to a purchaser.

Lender may require immediate payment in full of all Sums Secured by this Security Instrument if all or any part of the Property, or if any interest in the Property, is sold or transferred without Lender's prior written permission. If Borrower is not a natural Person and a beneficial interest in Borrower is sold or transferred without Lender's prior written permission, Lender also may require immediate payment in full. However, Lender will not require immediate payment in full if prohibited by Applicable Law.

If Lender requires immediate payment in full under this Section 17, Lender will give me a notice which states this requirement, following the procedures in Section 14. The notice will give me at least 30 days to make the required payment. The 30-day period will begin on the date the notice is mailed or delivered. If I do not make the required payment during that period, Lender may act to enforce its rights under this Security Instrument without giving me any further notice or demand for payment.

18. Borrower's Right to Have Lender's Enforcement of this Security Instrument Discontinued. If I meet certain conditions, I shall have the right to reinstatement of a mortgage. These conditions are that:

- (1) I pay to Lender the full amount that then would be due under this Security Instrument and the Note as if immediate payment in full had never been required;
- (2) I correct my failure to keep any of my other promises or agreements made in this Security Instrument;
- (3) I pay all of Lender's reasonable expenses in enforcing this Security Instrument including, for example, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and
- (4) I do whatever Lender reasonably requires to assure that Lender's Interest in the Property, Lender's rights under this Security Instrument, and my obligations under the Note and under this Security Instrument continue unchanged.

However, Lender is not required to reinstate if: (i) Lender has accepted reinstatement after the beginning of foreclosure proceedings within two years immediately prior to the beginning of a current foreclosure proceedings; (ii) reinstatement will prevent foreclosure on different grounds in the future, or (iii) reinstatement will adversely affect the priority of the lien created by this Security Instrument.

Lender may require that I pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer.

If I fulfill all of the conditions in this Section 18, then the Note and this Security Instrument will remain in full effect as if immediate payment in full had never been required. However, I will not have the right to have Lender's enforcement of this Security Instrument discontinued if Lender has required immediate payment in full under Section 17 above.



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19. Holder's Right to Sell the Note or an Interest in the Note; Borrower's Right to Notice of Change of Loan Servicer; Notice of Grievances. The Note, or an interest in the Note, together with this Security Instrument, can be sold one or more times. I might not receive any prior notice of these sales.

The entity that collects my Periodic Payments due under the Note and this Security Instrument and also performs other mortgage loan servicing obligations under the Note, this Security Instrument and Applicable Law is called the "Loan Servicer." There can be a change of the Loan Servicer as a result of the sale of the Note; there also can be one or more changes of the Loan Servicer unrelated to a sale of the Note. The law requires that I be given written notice of any change of the Loan Servicer. The written notice must be given in the manner required under RESPA. The notice will state the name and address of the new Loan Servicer, and also tell me the address to which I should make my payments. The notice also will contain any other information required by RESPA in connection with a notice of transfer of servicing. If the Note is sold, the Purchaser may hire a third party as Loan Servicer. In that case, the Loan Servicer, and not the Note Purchaser, will have mortgage loan servicing obligations to Borrower, except when the Note or Applicable Law expressly requires otherwise.

Lender and I agree that we will not start a lawsuit or legal proceeding or join, or be joined to, an existing lawsuit (such as a class action) that arises from the other party's actions pursuant to the Security Instrument or that claims the other party broke any promise or failed to fulfill any duty under this Security Instrument or relating to the Loan until: (a) the complaining party gives written notice in the manner provided in Section 14 to the other party; (b) the notice clearly describes the promise broken or the duty unfulfilled; and (c) the party receiving the notice is given a reasonable time to correct the problem. This provision does not apply if Applicable Law specifically authorizes a lawsuit by me against Lender under the facts in question and does not permit any cure or correction by Lender. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of default and opportunity to cure given to me pursuant to Section 24 and the demand for immediate payment in full given to Borrower pursuant to Section 17 will be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 19.

20. Borrower Not Third-Party Beneficiary to Contract of Insurance. Mortgage Insurance reimburses Lender (or any entity that purchases the Note) for certain losses it may incur if I do not repay the Loan as agreed. I acknowledge and agree that I am not a third party beneficiary to the contract of insurance between the Secretary and Lender, nor am I entitled to enforce any agreement between Lender and the Secretary, unless explicitly authorized to do so by Applicable Law.

21. Continuation of Borrower's Obligations to Maintain and Protect the Property. The federal laws and the laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection are called "Environmental Laws."

Environmental Laws classify certain substances as toxic or hazardous. There are other substances that are considered hazardous for purposes of this Section 21. These are gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. The substances defined as toxic or hazardous or as pollutants or wastes by Environmental Laws and the substances considered hazardous for purposes of this Section 21 are called "Hazardous Substances."

An "Environmental Cleanup" includes any removal, remedial action or other response as defined in an Environmental Law. An "Environmental Condition" means a condition that can cause or contribute to or otherwise trigger an Environmental Cleanup.

Except as provided below: (a) I will not permit Hazardous Substances to be present on the Property; (b) I will not use or store Hazardous Substances on the Property; and (c) I will not allow anyone else to do so. I also will not dispose of Hazardous Substances on the Property, or release any Hazardous Substance on the Property, and I will not allow anyone else to do so. However, I may permit the presence on the Property of small quantities of Hazardous Substances that are generally recognized as appropriate for normal residential use and maintenance of the Property, and I may use or store these small quantities on the Property.

I will not do anything affecting the Property that violates Environmental Laws, and I will not allow anyone else to do so. I will not create an Environmental Condition affecting the Property or permit anyone else to do so or do anything which due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property.

If I know of: (a) any investigation, claim, demand, lawsuit or other action by the government or by a private party involving the Property and any Hazardous Substance or Environmental Laws; (b) any Environmental Conditions, for example, any spill or leak of any Hazardous Substance; or (c) any condition relating to a Hazardous Substance that reduces the value of the Property, I will promptly notify the Lender in writing. If the government or a private party notifies me (or I otherwise learn) that it is necessary to remove a Hazardous Substance affecting the Property or to take other remedial actions, I will promptly take all necessary remedial actions as required by Environmental Laws.

This Section does not require the Lender to conduct or pay for any Environmental Cleanup.

22. Grounds for Acceleration of Debt.

(a) **Default.** Lender may, except as limited by regulations issued by the Secretary, in the case of payment defaults, require immediate payment in full of all sums secured by this Security Instrument if:

- (i) I default by failing to pay in full any monthly payment required by this Security Instrument prior to or on the due date of the next monthly payment, or
- (ii) I default by failing, for a period of thirty days, to perform any other obligations contained in this Security Instrument.

(b) **Sale Without Credit Approval.** Lender shall, if permitted by applicable law (including Section 341(d) of the Garn-St. Germain Depository Institutions Act of 1982, 12 U.S.C. 1701j-3(d)) and with the prior approval of the Secretary, require immediate payment in full of all sums secured by this Security Instrument if:



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- (i) All or part of the Property, or a beneficial interest in a trust owning all or part of the Property, is sold or otherwise transferred (other than by devise or descent), and
- (ii) The Property is not occupied by the purchaser or grantee as his or her principal residence, or the purchaser or grantee does so occupy the Property but his or her credit has not been approved in accordance with the requirements of the Secretary.
- (c) **No Waiver.** If circumstances occur that would permit Lender to require immediate payment in full, but Lender does not require such payments, Lender does not waive its rights with respect to subsequent events.
- (d) **Regulations of HUD Secretary.** In many circumstances regulations issued by the Secretary will limit Lender's rights, in the case of payment defaults, to require immediate payment in full and foreclose if not paid. This Security Instrument does not authorize acceleration or foreclosure if not permitted by regulations of the Secretary.
- (e) **Mortgage Not Insured.** I agree that if this Security Instrument and the Note are not determined to be eligible for insurance under the National Housing Act within 60 days from the date hereof, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. A written statement of any authorized agent of the Secretary dated subsequent to 60 days from the date hereof, declining to insure this Security Instrument and the Note, shall be deemed conclusive proof of such ineligibility. Notwithstanding the foregoing, this option may not be exercised by Lender when the unavailability of insurance is solely due to Lender's failure to remit a mortgage insurance premium to the Secretary.

NON-UNIFORM COVENANTS

I also promise and agree with Lender as follows:

23. Assignment of Rents. I unconditionally assign and transfer to Lender all the rents and revenues of the Property. I authorize Lender or Lender's agents to collect the rents and revenues and hereby direct each tenant of the Property to pay the rents to Lender or Lender's agents. However, prior to Lender's notice to me of my breach of any covenant or agreement in the Security Instrument, I shall collect and receive all rents and revenues of the Property as trustee for the benefit of Lender and myself. This assignment of rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of breach to me: (a) all rents received by me shall be held by me as trustee for benefit of Lender only, to be applied to the sums secured by the Security Instrument; (b) Lender shall be entitled to collect and receive all of the rents of the Property; and (c) each tenant of the Property shall pay all rents due and unpaid to Lender or Lender's agent on Lender's written demand to the tenant.

I have not executed any prior assignment of the rents and have not and will not perform any act that would prevent Lender from exercising its rights under this Section 23.

Lender shall not be required to enter upon, take control of or maintain the Property before or after giving notice of breach to me. However, Lender or a judicially appointed receiver may do so at any time there is a breach. Any application of rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of rents of the Property shall terminate when the debt secured by the Security Instrument is paid in full.

24. Lender's Rights If Borrower Fails to Keep Promises and Agreements. Lender shall give notice to me prior to acceleration following my breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 17 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to me, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform me of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense I have to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender will have the right to collect all costs allowed by Law, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If the Lender's interest in this Security Instrument is held by the Secretary and the Secretary requires immediate payment in full under Section 22, the Secretary may invoke the non-judicial power of sale provided in the Single Family Mortgage Foreclosure Act of 1994 ("Act") (12 U.S.C. 3751 et seq.) by requesting a foreclosure commissioner designated under the Act to commence foreclosure and to sell the Property as provided in the Act. Nothing in the preceding sentence shall deprive the Secretary of any rights otherwise available to a Lender under this Section 24 or applicable law.

25. Lender's Obligation to Discharge this Security Instrument. When Lender has been paid all amounts due under the Note and under this Security Instrument, Lender will discharge this Security Instrument by delivering to the appropriate Registry of Deeds a discharge or release stating that this Security Instrument has been satisfied. I will not be required to pay Lender for the discharge, but I will pay all costs of recording the discharge in the proper official records (unless those costs were collected in advance of my loan closing).

26. Payment During Foreclosure. I agree that Lender may accept rents from the Property, hazard insurance proceeds, condemnation awards, and any other monies produced by the Property or paid by me, even though Lender has demanded immediate payment in full and begun foreclosure and sale under Section 24 above. Lender may use such monies to pay off any part of the Sums Secured without affecting Lender's right to continue foreclosure and sale.

27. Attorneys' Fees. As used in this Security Instrument and the Note, attorneys' fees shall include those awarded by an appellate court and any attorneys' fees incurred in a bankruptcy proceeding.

28. Jury Trial Waiver. I hereby waive any right to a trial by jury in any action, proceeding, claim, or counterclaim, whether in contract or tort, at law or in equity, arising out of or in any way related to this Security Instrument or the Note.



LOAN #: FAL1905289732

BY SIGNING BELOW, I accept and agree to the promises and agreements contained in this Security Instrument and in the Rider signed by me and recorded with it.

Troy D Jackson (Seal)
TROY D JACKSON

Lana M Pelletier (Seal)
LANA M PELLETIER

State of Maine

County of Kennebec

The foregoing instrument was acknowledged before me this 19th September 2019 (date) by TROY D JACKSON AND LANA M PELLETIER (name of person acknowledged).

Michelle A McWilliams
(Signature of Person Taking Acknowledgement)

MICHELLE A. McWILLIAMS
Notary Public, State of Maine
My Commission Expires 05/07/2024

Notary Public
(Title or Rank)

(Serial Number, if any)

Lender: Residential Mortgage Services, Inc.
NMLS ID: 1760
Loan Originator: Michael G. Wilson
NMLS ID: 159548

LMP
TPJ
Initials:
MEUFH15DE 0317
MEUDEED (CLS)
09/19/2019 11:45 AM PST



Exhibit A - Property Description

Closing Date: September 19, 2019

Borrower(s): Troy D. Jackson and Lana M. Pelletier

Property Address: 2076 North Belfast Avenue, Augusta, ME 04330

A certain lot or parcel of land, together with any buildings thereon, situated in the City of Augusta, County of Kennebec, State of Maine, on the southerly side of the North Belfast Road, so-called, bounded and described as follows:

COMMENCING at an iron stake on the southerly side of said North Belfast Road at the northeast corner of premises now or formerly of Harold C. Holden;

THENCE easterly along the south line of said North Belfast Road, two hundred twenty-four and four tenths (224.4) feet to another iron stake at the northwesterly corner of premises now or formerly of C.W. Dyer;

THENCE southerly along said Dyer's westerly line, two hundred (200) feet to another iron stake at said Dyer's southwesterly corner;

THENCE westerly parallel with said North Belfast Road, two hundred twenty-four and four tenths (224.4) feet to another iron stake in the east line now or formerly of said Holden;

THENCE northerly along said Holden's easterly line, two hundred (200) feet to the stake at the point of beginning in said North Belfast Road.

EXCEPTING and RESERVING from the above described premises the lot or parcel of land conveyed by Delmar M. Blaisdell to J. Perley Boucher, et ux, by deed dated September 17, 1958, recorded at the Kennebec County Registry of Deeds in Book 1128, Page 348, and the easement conveyed by Delmar M. Blaisdell to the City of Augusta, dated January 10, 1957, recorded at said Registry in Book 1218, Page 169.

SAID premises are subject to an easement deed granted to the Augusta Sanitary District recorded at the Kennebec County Registry of Deeds in Book 9023, Page 246.

JOSEPH E. BRENNAN
ATTORNEY GENERAL



RICHARD S. COHEN
JOHN M. R. PATERSON
DONALD G. ALEXANDER
DEPUTY ATTORNEYS GENERAL

STATE OF MAINE
DEPARTMENT OF THE ATTORNEY GENERAL
AUGUSTA, MAINE 04333

October 13, 1976

Representative Kathleen Watson Goodwin
409 High Street
Bath, Maine 04530

Dear Representative Goodwin:

This responds to your request of September 20, 1976, relating to the applicability of laws requiring that candidates for office reside in their legislative districts.

There are two relevant provisions of law.

A. The Maine Constitution, Art. IV, Part First, § 4, provides:

"No person shall be a member of the House of Representatives, unless he shall, at the commencement of the period for which he is elected, have been five years a citizen of the United States, have arrived at the age of twenty-one years, have been a resident in this State one year; and for the three months next preceding the time of his election shall have been, and, during the period for which he is elected, shall continue to be a resident in the town or district which he represents."

B. 21 M.R.S.A. § 443 provides:

"A candidate for any federal, state or county office must be a voting resident of the electoral division he seeks to represent on the date established for filing primary petitions in the year he seeks election. He must maintain this voting residence during his term of office."

Rep. Kathleen Watson Goodwin
Page 2
October 13, 1976

"1. Exception. The first sentence of this section shall not apply to candidates for the House of Representatives and the State Senate."

Another relevant statute is 21 M.R.S.A. § 1, sub-§ 35, which defines the term residence as:


"That place in which a person's habitation is fixed and to which that person, whenever absent, has the intention to return."

In your case you appear to be staying temporarily at a house outside of your legislative district while continuing to maintain other attributes of residence, e.g., voting address, mailing address, home ownership, within the legislative district. Accordingly, it would appear that you retain sufficient attributes of residence within your electoral district to qualify as a resident and thus to be properly a candidate for elective office from that electoral district.

However, ultimate decision in these matters is up to the House, which, by Art. IV, Part Third, § 3, of the Constitution is the ultimate judge of the election and qualification of its members. For your interest there is enclosed another relevant opinion on this matter, dated March 26, 1976.

I hope this information is helpful to you.

Sincerely,


DONALD G. ALEXANDER
Deputy Attorney General

DGA/ec

Elections: Residence
House of Representatives - for election
Mr. [unclear] [unclear] IV Pt. 1 Sec. 4
21 M.R.S.A. 443

JOSEPH E. BRENNAN
ATTORNEY GENERAL



RICHARD S. COHEN
JOHN M. R. PATERSON
DONALD G. ALEXANDER
DEPUTY ATTORNEYS GENERAL

STATE OF MAINE
DEPARTMENT OF THE ATTORNEY GENERAL
AUGUSTA, MAINE 04333

February 1, 1978

Honorable J. P. Marcel Lizotte
House of Representatives
State House
Augusta, Maine 04333

Dear Representative Lizotte:

We are responding to your oral request for advice from this office on a question relating to election districts. It is our understanding that your question results from the redistricting which has taken place pursuant to Article IV, Part One, Sections 2 and 3 of the Constitution of Maine. This redistricting has had the result that your place of residence is located in one representative district while your place of business is located in another district. You have asked what steps you should take to insure that you may run for office as a State Representative in the latter district.

The qualifications for membership in the House of Representatives are constitutionally controlled. Article IV, Part One, Section 4, states, in pertinent part,

"No person shall be a member of the House of Representatives, unless he shall, . . . for the three months next preceding the time of his election shall have been, and, during the period for which he is elected, shall continue to be a resident in the town or district which he represents."

It is clear from the foregoing that the question is whether a Representative is a legitimate and bona fide resident of the district which he represents. Some guidance in determining what constitutes residence may be found in 21 M.R.S.A. § 242, which contains the provisions for determining voting residence. Subsection 1 of that section defines residence as, "The residence of a person is that place in which his habitation is fixed, and to which, whenever he is absent, he has the intention to return." Subsection 2 concerning

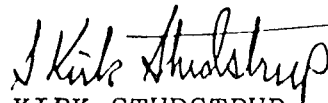
change of residence states, "A change of residence is made only by the act of removal, joined with the intent to remain in another place. There can only be one residence."

Certain general conclusions can be drawn from the foregoing constitutional and statutory provisions. These are:

1. A Representative must be a resident of his district for at least three months prior to his election.^{1/}
2. The residence of a Representative would be determined by a combination of where the individual actually lives and where he intends his residence to be. Certain traditional factual indicia of residence would be helpful in making this determination.
3. If it is necessary for a candidate to change his residence in order to meet the constitutional requirement, such change can be accomplished by the act of physically moving to the new district, together with a manifest intent to remain a resident in that district. Since you have indicated that your present residence is not in the district you wish to represent, it will be necessary for you to change your place of residence in this manner.

We hope the foregoing information is helpful in answering your question. We should add that the ultimate authority to determine the qualifications of any legislator resides with the respective House. Article IV, Part Third, Section 3, Constitution of Maine. Therefore, this office cannot guarantee a decision of where your place of residence is located for election purposes.

Sincerely, .



S. KIRK STUDSTRUP
Assistant Attorney General

SKS:mfe

^{1/} The election referred to is the general election in November. In 1971 the Legislature specifically exempted candidates for the House of Representatives and the Senate from the pre-primary election residence requirement set forth in 21 M.R.S.A. § 443, on the basis that the requirement was unconstitutional for such candidates. L.D. 259 as enacted by P.L. 1971, c. 41.

LEGISLATION
2000-1-35
7 AUG 4, P. 1 sec 4
E. BRENNAN
ATTORNEY GENERAL

RICHARD S. COHEN
JOHN M. R. PATERSON
DONALD G. ALEXANDER
DEPUTY ATTORNEYS GENERAL

STATE OF MAINE
DEPARTMENT OF THE ATTORNEY GENERAL
AUGUSTA, MAINE 04333

September 1, 1978

Honorable Rodney Quinn
Office of the Majority Leader
State House
Augusta, Maine 04333

Dear Representative Quinn:

This responds to your request for advice regarding residency requirements for Representatives to the Legislature.

The Maine Constitution establishes the residency requirements for members of the House of Representatives at Article IV, Part First, Section 4. That section basically provides that a person cannot be a member of the House of Representatives unless the person is 21 years of age, has been a citizen of the United States for 5 years, a resident of Maine for 1 year, and a resident of the district that person seeks to represent for at least 3 months prior to the date of the election. Further, a person, once elected, must continue to be a resident of the district from which that person is elected in order to continue to be qualified to be a member of the House of Representatives.

Deciding what is a person's residence is not, unfortunately, an exact science. Rather, it is a combination of determination of facts and the person's intent. Thus, the election laws define "residence" as: "that place in which a person's habitation is fixed and to which that person, whenever absent, has the intention to return." 21 M.R.S.A. § 1-35.

Residency may be determined by various attributes, including the place where a person is living, the address on a person's driving license or auto registration, addresses on tax forms and/or payment of taxes, or addresses on other official forms. See, for example, the criteria used in the fish and game laws, 12 M.R.S.A. § 1901-14-A.

For purposes of voter registration and thus qualification for election to membership in the House of Representatives a person might need to demonstrate some, but not all, of the attributes of residence, such as those suggested above. Further, as indicated in the election laws, intent does play a role in determinations for election law and office qualification purposes.

Should any dispute develop regarding the residency of a person who is elected to office, the House of Representatives would be the ultimate judge of that dispute. Article IV, Part Third, Section 3 of the Constitution provides that:

"Each House shall be the judge of the elections and qualifications of its own members. . . . "

I hope this information is helpful. If you need further advice on this matter, I will try to provide it.

Sincerely,



DONALD G. ALEXANDER
Deputy Attorney General

DA/ec

79-211

RICHARD S. COHEN
ATTORNEY GENERAL



STEPHEN L. DIAMOND
JOHN S. GLEASON
JOHN M. R. PATERSON
ROBERT J. STOLT
DEPUTY ATTORNEYS GENERAL

STATE OF MAINE
DEPARTMENT OF THE ATTORNEY GENERAL
AUGUSTA, MAINE 04333

December 18, 1979

Honorable William J. Garsoe
70 Blanchard Road
Cumberland, Maine 04021

Dear Representative Garsoe:

This is in response to your inquiry as to whether a person is qualified to represent a House District in which his habitation is not fixed.^{1/} We answer in the negative.

At the outset, it should be noted that the Constitution declares at art. IV, pt. 3rd, § 3, that "each House shall be the judge of the election and qualifications of its own members." Further, this power is exclusive and plenary. Lund ex rel. Wilbur v. Pratt, 308 A.2d 554, 560 (Me. 1973); Opinion of the Justices, 157 Me. 98, 170 A.2d 657 (1961); Opinion of the Justices, 143 Me. 417, 88 A.2d 151 (1948).

Once this has been stated, however, it should also be noted that art. IV, pt. 1st, § 4 controls the qualifications for membership in the House of Representatives. That section provides, in pertinent part:

No person shall be a member of the House of Representatives, unless he. . . for the three months next preceding the time of his election shall have been, . . . a resident in the town or district which he represents.

^{1/} We understand that your question concerns J. P. Marcel Lizotte, the apparent winner of a special election held on November 6, 1979, to fill the vacancy in House District 115-2. Without knowledge of all the relevant facts, we cannot render a definitive opinion with respect to any particular candidate, but we can set out the legal principles applicable to determining residence under the Constitution.

It is axiomatic that where the Constitution prescribes specific eligibility requirements for a particular constitutional office, these requirements are exclusive and the Legislature (except where expressly authorized to do so) has no power to require different qualifications. See 34 A.L.R.2d 155; Re Opinion of the Justices, 165 Mass. 599, 43 N.E. 927 (1896). Compliance with constitutional residence requirements for qualification for public office is mandatory. Eastmore v. Stone, 265 So.2d 517, 520 (Fla. 1972); 67 C.J.S. "Officer" § 16, n. 41 and § 26, n. 80. Thus, while the House is the judge of the qualifications of its members, it must make the judgment in accordance with the dictates of art. IV, pt. 1st, § 4 of the Maine Constitution.

In light of the constitutional requirements, the question arises as to what constitutes legitimate and bona fide residence. Prior opinions of this office have consistently taken the position that the establishment of a bona fide residence sufficient to entitle a person to vote in a particular district is sufficient to qualify the person to represent that district in the House of Representatives. See Opinions of the Attorney General, September 12, 1978, September 1, 1978, and February 1, 1978. This position is supported by the fact that the Constitution uses the term "residence" in a similar manner in prescribing the qualifications both for electors and for members of the House. It thus seems clear that the framers of the Constitution intended that a member of the House have at least as much connection with the place he represents as is required for a voter.^{2/}

Given the above conclusion, it is necessary to look to the definition of "residence" which the Legislature has created for purposes of voter registration. Title 21 M.R.S.A. § 242 provides as follows: "The residence of a person is that place in which his habitation is fixed, and to which, whenever he is absent, he has the intention to return." (emphasis added) The election laws also dictate how a change of residence may be effected: "A change of residence is made only by the act of removal, joined with the intent to remain in another place. There can only be one residence." 21 M.R.S.A. § 242(2). (emphasis added) These, then, are the standards against which residence should be judged.

It should be noted, in this regard, that in 1978 then-Representative Lizotte sought the opinion of the Attorney General as to what steps he should take to change his residence so that he could continue to represent House District 115-2, in which, due to redistricting, he was no longer a resident. That opinion, issued February 1, 1978, stated:

^{2/} In fact, the nexus for a Representative must be even greater, since the Constitution requires that he, unlike the voter, reside in the district "for the three months next preceding the time of his election." Compare art. IV, pt. 1st, § 4 (qualifications for membership in the House) with art. II, § 1 (qualifications for electors).

If it is necessary for a candidate to change his residence in order to meet the constitutional requirement, such change can be accomplished by the act of physically moving to the new district, together with a manifest intent to remain a resident in that district. Since you have indicated that your present residence is not in the district you wish to represent it will be necessary for you to change your place of residence in this manner. (emphasis added)

The above statement continues to represent our view of the steps which must be taken to comply with the constitutionally mandated residence requirement.

You have also asked whether registration to vote in a particular district conclusively establishes that person's residence in the district for purposes of qualifying to serve in the House of Representatives.^{3/} Our answer is that the act of registering does not, in and of itself, establish residence.

As we stated in a prior opinion, residence is generally determined by examining a number of factors, including the address at which the person lives, the address at which his or her family resides, and the address used on official documents, such as motor vehicle registration, driver's license, hunting and fishing licenses and tax forms.

The fact of voting in a town, while of importance as bearing on the question of settlement, is by no means conclusive.

* * *

It is obvious that the fact of voting in a place is not and cannot be conclusive of the fact of residence.

* * *

3/ While we have concluded that "residence" for purposes of serving in the House may be deemed to have the same meaning as "residence" for purposes of registering to vote, this question raises a different issue. In essence, this inquiry is of an evidentiary nature, in that it concerns the weight to be given the place of voting registration in deciding whether a person satisfies the constitutional test of residence required for membership in the House.

It is simply a fact, with the facts in the case, to be weighed. . . .

East Livermore v. Farmington,
74 Me. 154, 155-156 (1882)^{4/}

In short, residence is to be ascertained by reference to a variety of objective criteria.^{5/} Similarly, a change of residence involves a significant shifting from a previous address to a new address.

There is another compelling reason why, in the situation at issue here, the mere act of registering to vote in a particular location cannot be deemed to dispose of the question of residence. The Maine Constitution vests in the House the duty to judge the election and qualifications of its members. If the House were to accept registering to vote in a given place as finally dispositive of residence for purposes of holding office, it would be abdicating its constitutional responsibility. While, as explained above, the place where a person is registered to vote may be treated as one factor, the House must ultimately determine that the district which the person purports to represent is in fact the "place in which his habitation is fixed, and to which, whenever he is absent, he has the intention to return." If it determines that this is not the case, then the person is not qualified to represent the district, notwithstanding the fact that he may be registered to vote there.^{6/}

^{4/} This ruling has been followed in later cases, see, e.g., Connolly v. Scrunican, 138 Me. 80 (1941); Somerville v. Smithfield, 126 Me. 511 (1928); Ellsworth v. Waltham, 125 Me. 214 (1926); and Rumford v. Upton, 113 Me. 543 (1915). See also 107 A.L.R. 448.

^{5/} Although intent is an aspect of the test of residence, it clearly does not suffice alone.

One's intention to locate at a particular place does not become effective to establish his residence there until he is physically present at such place. (citations omitted) 'To acquire a domicile of choice in a place, a person must be physically present there, and the residence at the place chosen must be actual.' Snyder v. Boulware, 109 Mont. 427, 96 P.2d 913, 915 (1959).

^{6/} When the inquiry concerns the person's qualifications at the time of election, the question might be more appropriately stated as follows: was the district the place in which, for the three months preceding the election, the person's habitation was fixed and to which, whenever he was absent, he had the intention to return?

Hon. William Garsoe
Page 5

If you have further questions in this matter, please feel free to contact this office.

Very truly yours,

RICHARD S. COHEN
Attorney General

RSC/ec

CONSTITUTION OF THE STATE OF MAINE

2013 ARRANGEMENT

(Arranged by the Chief Justice of the Maine Supreme Judicial Court and approved by the Maine State Legislature, Resolve 2013, chapter 75, pursuant to the Constitution of Maine, Article X, Section 6)

PREAMBLE.

Objects of government. We the people of Maine, in order to establish justice, insure tranquility, provide for our mutual defense, promote our common welfare, and secure to ourselves and our posterity the blessings of liberty, acknowledging with grateful hearts the goodness of the Sovereign Ruler of the Universe in affording us an opportunity, so favorable to the design; and, imploring God's aid and direction in its accomplishment, do agree to form ourselves into a free and independent State, by the style and title of the State of Maine and do ordain and establish the following Constitution for the government of the same.

Article I.

Declaration of Rights.

Section 1. Natural rights. All people are born equally free and independent, and have certain natural, inherent and unalienable rights, among which are those of enjoying and defending life and liberty, acquiring, possessing and protecting property, and of pursuing and obtaining safety and happiness.

Section 2. Power inherent in people. All power is inherent in the people; all free governments are founded in their authority and instituted for their benefit; they have therefore an unalienable and indefeasible right to institute government, and to alter, reform, or totally change the same, when their safety and happiness require it.

Section 3. Religious freedom; sects equal; religious tests prohibited; religious teachers. All individuals have a natural and unalienable right to worship Almighty God according to the dictates of their own consciences, and no person shall be hurt, molested or restrained in that person's liberty or estate for worshipping God in the manner and season most agreeable to the dictates of that person's own conscience, nor for that person's religious professions or sentiments,

on the days of election, during their attendance at, going to, and returning therefrom.

Section 3. Exemption from military duty. No elector shall be obliged to do duty in the militia on any day of election, except in time of war or public danger.

Section 4. Time of state election; absentee voting. The election of Senators and Representatives shall be on the Tuesday following the first Monday of November biennially forever and the election of Governor shall be on the Tuesday following the first Monday of November every 4 years. The Legislature under proper enactment shall authorize and provide for voting by citizens of the State absent therefrom in the Armed Forces of the United States or of this State and for voting by other citizens absent or physically incapacitated for reasons deemed sufficient.

Section 5. Voting machines. Voting machines, or other mechanical devices for voting, may be used at all elections under such regulations as may be prescribed by law, provided, however, the right of secret voting shall be preserved.

Article III.

Distribution of Powers.

Section 1. Powers distributed. The powers of this government shall be divided into 3 distinct departments, the legislative, executive and judicial.

Section 2. To be kept separate. No person or persons, belonging to one of these departments, shall exercise any of the powers properly belonging to either of the others, except in the cases herein expressly directed or permitted.

Article IV.

Part First.

House of Representatives.

Section 1. Legislative department; style of acts. The legislative power shall be vested in 2 distinct branches, a House of Representatives, and a Senate, each to have a negative on the other, and both to be styled the Legislature of

Maine, but the people reserve to themselves power to propose laws and to enact or reject the same at the polls independent of the Legislature, and also reserve power at their own option to approve or reject at the polls any Act, bill, resolve or resolution passed by the joint action of both branches of the Legislature, and the style of their laws and Acts shall be, "Be it enacted by the people of the State of Maine."

Section 2. Number of Representatives; biennial terms; division of the State into districts for House of Representatives. The House of Representatives shall consist of 151 members, to be elected by the qualified electors, and hold their office 2 years from the day next preceding the first Wednesday in December following the general election. The Legislature which convenes in 2013, and also the Legislature which convenes in 2021 and every 10th year thereafter, shall cause the State to be divided into districts for the choice of one Representative for each district. The number of Representatives shall be divided into the number of inhabitants of the State exclusive of foreigners not naturalized according to the latest Federal Decennial Census or a State Census previously ordered by the Legislature to coincide with the Federal Decennial Census, to determine a mean population figure for each Representative District. Each Representative District shall be formed of contiguous and compact territory and shall cross political subdivision lines the least number of times necessary to establish as nearly as practicable equally populated districts. Whenever the population of a municipality entitles it to more than one district, all whole districts shall be drawn within municipal boundaries. Any population remainder within the municipality shall be included in a district with contiguous territory and shall be kept intact.

Section 3. Submission of reapportionment plan to Clerk of House; Legislature's action on commission's plan. The apportionment plan of the commission established under Article IV, Part Third, Section 1-A shall be submitted to the Clerk of the House no later than June 1st of the year in which apportionment is required. In the preparation of legislation implementing the plan, the commission, following a unanimous decision by commission members, may adjust errors and inconsistencies in accordance with the standards set forth in this Constitution, so long as substantive changes are not made. The Legislature shall enact the submitted plan of the commission or a plan of its own by a vote of 2/3 of the Members of each House by June 11th of the year in which apportionment is required. Such action shall be subject to the Governor's approval as provided in Article IV, Part Third, Section 2.

In the event that the Legislature shall fail to make an apportionment by June 11th, the Supreme Judicial Court shall, within 60 days following the period in which the Legislature is required to act, but fails to do so, make the apportionment. In making such apportionment, the Supreme Judicial Court shall take into consideration plans and briefs filed by the public with the court during the first 30 days of the period in which the court is required to apportion.

The Supreme Judicial Court shall have original jurisdiction to hear any challenge to an apportionment law enacted by the Legislature, as registered by any citizen or group thereof. If any challenge is sustained, the Supreme Judicial Court shall make the apportionment.

Section 4. Qualifications; residency requirement. No person shall be a member of the House of Representatives, unless the person shall, at the commencement of the period for which the person is elected, have been 5 years a citizen of the United States, have arrived at the age of 21 years, have been a resident in this State one year; and for the 3 months next preceding the time of this person's election shall have been, and, during the period for which elected, shall continue to be a resident in the district which that person represents.

No person may be a candidate for election as a member of the House of Representatives unless, at the time of the nomination for placement on a primary, general or special election ballot, that person is a resident in the district which the candidate seeks to represent.

Section 5. Election of Representatives; lists of votes delivered forthwith; lists of votes examined by Governor; summons of persons who appear to be elected; lists shall be laid before the House. The meetings within this State for the choice of Representatives shall be warned in due course of law by qualified officials of the several towns and cities 7 days at least before the election, and the election officials of the various towns and cities shall preside impartially at such meetings, receive the votes of all the qualified electors, sort, count and declare them in open meeting; and a list of the persons voted for shall be formed, with the number of votes for each person against that person's name. Cities and towns belonging to any Representative District shall hold their meetings at the same time in the respective cities and towns; and such meetings shall be notified, held and regulated, the votes received, sorted, counted and declared in the same manner. Fair copies of the lists of votes shall be attested by the municipal officers and the clerks of the cities and towns and the city and town clerks respectively

shall cause the same to be delivered into the office of the Secretary of State forthwith. The Governor shall examine the returned copies of such lists and 7 days before the first Wednesday of December biennially, shall issue a summons to such persons as shall appear to have been elected by a plurality of all votes returned, to attend and take their seats. All such lists shall be laid before the House of Representatives on the first Wednesday of December biennially, and they shall finally determine who are elected.

Section 6. Vacancies. Whenever the seat of a member shall be vacated by death, resignation, or otherwise the vacancy may be filled by a new election.

Section 7. To choose own officers. The House of Representatives shall choose their speaker, clerk and other officers.

Section 8. Power of impeachment. The House of Representatives shall have the sole power of impeachment.

Article IV.

Part Second.

Senate.

Section 1. Number of Senators. The Senate shall consist of an odd number of Senators, not less than 31 nor more than 35, elected at the same time and for the same term as Representatives by the qualified electors of the districts into which the State shall be from time to time divided.

Section 2. Submission of reapportionment plan to Secretary of Senate; Legislature's action on commission's plan; division of State into Senatorial Districts; division by Supreme Judicial Court. The Legislature which shall convene in the year 2013, and also the Legislature which shall convene in the year 2021 and every tenth year thereafter, shall cause the State to be divided into districts for the choice of a Senator from each district, using the same method as provided in Article IV, Part First, Section 2 for apportionment of Representative Districts.

The apportionment plan of the commission established under Article IV, Part Third, Section 1-A shall be submitted to the Secretary of the Senate no later than June 1st of the year in which apportionment is required. In the preparation of

legislation implementing the plan, the commission, following a unanimous decision by commission members, may adjust errors and inconsistencies in accordance with the standards set forth in this Constitution, so long as substantive changes are not made. The Legislature shall enact the submitted plan of the commission or a plan of its own by a vote of 2/3 of the Members of each House by June 11th of the year in which apportionment is required. Such action shall be subject to the Governor's approval as provided in Article IV, Part Third, Section 2.

In the event that the Legislature shall fail to make an apportionment by June 11th, the Supreme Judicial Court shall, within 60 days following the period in which the Legislature is required to act but fails to do so, make the apportionment. In making such apportionment, the Supreme Judicial Court shall take into consideration plans and briefs filed by the public with the court during the first 30 days of the period in which the court is required to apportion.

The Supreme Judicial Court shall have original jurisdiction to hear any challenge to an apportionment law enacted by the Legislature, as registered by any citizen or group thereof. If any challenge is sustained, the Supreme Judicial Court shall make the apportionment.

Section 3. Election of Senators; lists of votes delivered forthwith. The meetings within this State for the election of Senators shall be notified, held and regulated and the votes received, sorted, counted, declared and recorded, in the same manner as those for Representatives. Fair copies of the lists of votes shall be attested by the clerks of the cities and towns or other duly authorized officials and sealed up in open meetings and such officials shall cause said lists to be delivered into the office of the Secretary of State forthwith.

Section 4. Lists of votes examined by Governor; summons to persons who appear to be elected. The Governor shall, as soon as may be, examine the copies of such lists, and at least 7 days before the said first Wednesday of December, issue a summons to such persons, as shall appear to be elected by a plurality of the votes in each senatorial district, to attend that day and take their seats.

Section 5. Determination of Senators elected; procedure for filling vacancies. The Senate shall, on said first Wednesday of December, biennially determine who is elected by a plurality of votes to be Senator in each district. All vacancies in the Senate arising from death, resignation, removal from the State or like causes, and also vacancies, if any, which may occur because of the failure of

any district to elect by a plurality of votes the Senator to which said district shall be entitled shall be filled by an immediate election in the unrepresented district. The Governor shall issue a proclamation therefor and therein fix the time of such election.

Section 6. Qualifications. The Senators shall be 25 years of age at the commencement of the term, for which they are elected, and in all other respects their qualifications shall be the same as those of the Representatives.

Section 7. To try impeachments; limitation of judgment of impeachment; party liable to be tried and punished in court. The Senate shall have the sole power to try all impeachments, and when sitting for that purpose shall be on oath or affirmation, and no person shall be convicted without the concurrence of 2/3 of the members present. Their judgment, however, shall not extend farther than to removal from office, and disqualification to hold or enjoy any office of honor, trust or profit under this State. But the party, whether convicted or acquitted, shall nevertheless be liable to indictment, trial, judgment and punishment according to law.

Section 8. To choose own officers. The Senate shall choose their President, Secretary and other officers.

Article IV.

Part Third.

Legislative Power.

Section 1. To meet annually; power of Legislature to convene itself at other times; extent of legislative power. The Legislature shall convene on the first Wednesday of December following the general election in what shall be designated the first regular session of the Legislature; and shall further convene on the first Wednesday after the first Tuesday of January in the subsequent even-numbered year in what shall be designated the second regular session of the Legislature; provided, however, that the business of the second regular session of the Legislature shall be limited to budgetary matters; legislation in the Governor's call; legislation of an emergency nature admitted by the Legislature; legislation referred to committees for study and report by the Legislature in the first regular session; and legislation presented to the Legislature by written petition of the electors under the provisions of Article IV, Part Third, Section 18. The Legislature

shall enact appropriate statutory limits on the length of the first regular session and of the second regular session. The Legislature may convene at such other times on the call of the President of the Senate and Speaker of the House, with the consent of a majority of the Members of the Legislature of each political party, all Members of the Legislature having been first polled. The Legislature, with the exceptions hereinafter stated, shall have full power to make and establish all reasonable laws and regulations for the defense and benefit of the people of this State, not repugnant to this Constitution, nor to that of the United States.

Section 1-A. Legislature to establish Apportionment Commission; number of quorum; compensation of commission members; commission's budget; division among political parties. A Legislature which is required to apportion the districts of the House of Representatives or the Senate, or both, under Article IV, Part First, Section 2, or Article IV, Part Second, Section 2, shall establish, within the first 3 calendar days after the convening of that Legislature, a commission to develop in accordance with the requirements of this Constitution, a plan for apportioning the House of Representatives, the Senate, or both.

The commission shall be composed of 3 members from the political party holding the largest number of seats in the House of Representatives, who shall be appointed by the Speaker; 3 members from the political party holding the majority of the remainder of the seats in the House of Representatives, who shall be appointed by the floor leader of that party in the House; 2 members of the party holding the largest number of seats in the Senate, who shall be appointed by the President of the Senate; 2 members of the political party holding the majority of the remainder of the seats in the Senate, to be appointed by the floor leader of that party in the Senate; the chairperson of each of the 2 major political parties in the State or their designated representatives; and 3 members from the public generally, one to be selected by each group of members of the commission representing the same political party, and the third to be selected by the other 2 public members. The Speaker of the House shall be responsible for organizing the commission and shall be chairperson pro tempore thereof until a permanent chairperson is selected by the commission members from among their own number. No action may be taken without a quorum of 8 being present. The commission shall hold public hearings on any plan for apportionment prior to submitting such plan to the Legislature.

Public members of the commission shall receive the same rate of per diem that is paid to Legislators for every day's attendance at special sessions of the

Legislature as defined by law. All members of the commission shall be reimbursed for actual travel expenses incurred in carrying out the business of the commission. The Legislature which is required to apportion shall establish a budget for the apportioning commission within the state budget document in the fiscal year previous to the fiscal year during which the apportioning commission is required to convene and shall appropriate sufficient funds for the commission to satisfactorily perform its duties and responsibilities. The budget shall include sufficient funds to compensate the chairperson of the commission and the chairperson's staff. The remainder of the appropriation shall be made available equally among the political parties represented on the commission to provide travel expenses, incidental expenses and compensation for commission members and for partisan staff and operations.

Section 2. Bills to be signed by the Governor; proceedings, in case the Governor disapproves; allowing the Governor 10 days to act on legislation. Every bill or resolution, having the force of law, to which the concurrence of both Houses may be necessary, except on a question of adjournment, which shall have passed both Houses, shall be presented to the Governor, and if the Governor approves, the Governor shall sign it; if not, the Governor shall return it with objections to the House in which it shall have originated, which shall enter the objections at large on its journals, and proceed to reconsider it. If after such reconsideration, 2/3 of that House shall agree to pass it, it shall be sent together with the objections, to the other House, by which it shall be reconsidered, and, if approved by 2/3 of that House, it shall have the same effect as if it had been signed by the Governor; but in all such cases, the votes of both Houses shall be taken by yeas and nays, and the names of the persons, voting for and against the bill or resolution, shall be entered on the journals of both Houses respectively. If the bill or resolution shall not be returned by the Governor within 10 days (Sundays excepted) after it shall have been presented to the Governor, it shall have the same force and effect as if the Governor had signed it unless the Legislature by their adjournment prevent its return, in which case it shall have such force and effect, unless returned within 3 days after the next meeting of the same Legislature which enacted the bill or resolution; if there is no such next meeting of the Legislature which enacted the bill or resolution, the bill or resolution shall not be a law.

Section 2-A. Line-item veto of dollar amounts appearing in appropriation or allocation sections of legislative documents. The Governor has power to disapprove any dollar amount appearing in an appropriation section

or allocation section, or both, of an enacted legislative document. Unless the Governor exercises the line-item veto power authorized in this section no later than one day after receiving for signature the enacted legislation, the powers of the Governor as set out in section 2 apply to the entire enacted legislation. For any disapproved dollar amount, the Governor shall replace the dollar amount with one that does not result in an increase in an appropriation or allocation or a decrease in a deappropriation or deallocation. When disapproving a dollar amount pursuant to this section, the Governor may not propose an increase in an appropriation or allocation elsewhere in the legislative document. The Governor shall specify the distinct dollar amounts that are revised, and the part or parts of the legislative document not specifically revised become law. The dollar amounts in an appropriation or allocation that have been disapproved become law as revised by the Governor, unless passed over the Governor's veto by the Legislature as the dollar amounts originally appeared in the enacted bill as presented to the Governor; except that, notwithstanding any other provision of this Constitution for dollar amounts vetoed pursuant to this section, a majority of all the elected members in each House is sufficient to override the veto, and each dollar amount vetoed must be voted on separately to override the veto. Except as provided in this section, the Governor may not disapprove, omit or modify any language allocated to the statutes or appearing in an unallocated section of law.

Section 3. Each House the judge of its elections; majority, a quorum. Each House shall be the judge of the elections and qualifications of its own members, and a majority shall constitute a quorum to do business; but a smaller number may adjourn from day to day, and may compel the attendance of absent members, in such manner and under such penalties as each House shall provide.

Section 4. May punish and expel members. Each House may determine the rules of its proceedings, punish its members for disorderly behavior, and, with the concurrence of 2/3, expel a member, but not a 2nd time for the same cause.

Section 5. Shall keep a journal; yeas and nays. Each House shall keep a journal, and from time to time publish its proceedings, except such parts as in their judgment may require secrecy; and the yeas and nays of the members of either House on any question, shall, at the desire of 1/5 of those present, be entered on the journals.

Section 6. May punish for contempt. Each House, during its session, may punish by imprisonment any person, not a member, for disrespectful or disorderly behavior in its presence, for obstructing any of its proceedings, threatening, assaulting or abusing any of its members for anything said, done, or doing in either House; provided, that no imprisonment shall extend beyond the period of the same session.

Section 7. Compensation; traveling expenses. The Senators and Representatives shall receive such compensation, as shall be established by law; but no law increasing their compensation shall take effect during the existence of the Legislature, which enacted it. The expenses of the members of the House of Representatives in traveling to the Legislature, and returning therefrom, once in each week of each session and no more, shall be paid by the State out of the public treasury to every member, who shall seasonably attend, in the judgment of the House, and does not depart therefrom without leave.

Section 8. Members exempt from arrest; freedom of debate. The Senators and Representatives shall, in all cases except treason, felony or breach of the peace, be privileged from arrest during their attendance at, going to, and returning from each session of the Legislature, and no member shall be liable to answer for anything spoken in debate in either House, in any court or place elsewhere.

Section 9. Either House may originate bills; revenue bills. Bills, orders or resolutions, may originate in either House, and may be altered, amended or rejected in the other; but all bills for raising a revenue shall originate in the House of Representatives, but the Senate may propose amendments as in other cases; provided, that they shall not, under color of amendment, introduce any new matter, which does not relate to raising a revenue.

Section 10. Members not to be appointed to certain offices. No Senator or Representative shall, during the term for which the Senator or Representative shall have been elected, be appointed to any civil office of profit under this State, which requires the approval of the Legislature for appointment or which shall have been created, or the emoluments of which increased during such term, except such offices as may be filled by elections by the people.

Section 11. Persons disqualified to be members. No member of Congress, nor person holding any office under the United States (post officers excepted) nor office of profit under this State, justices of the peace, notaries public,

coroners and officers of the militia excepted, shall have a seat in either House while a member of Congress, or continuing in such office.

Section 12. Adjournments. Neither House shall during the session, without the consent of the other, adjourn for more than 2 days, nor to any other place than that in which the Houses shall be sitting.

Section 13. Special legislation. The Legislature shall, from time to time, provide, as far as practicable, by general laws, for all matters usually appertaining to special or private legislation.

Section 14. Corporations, formed under general laws. Corporations shall be formed under general laws, and shall not be created by special Acts of the Legislature, except for municipal purposes, and in cases where the objects of the corporation cannot otherwise be attained; and, however formed, they shall forever be subject to the general laws of the State.

Section 15. Constitutional conventions. The Legislature shall, by a 2/3 concurrent vote of both branches, have the power to call constitutional conventions, for the purpose of amending this Constitution.

Section 16. Acts become effective in 90 days after recess; exception; emergency bill defined. No Act or joint resolution of the Legislature, except such orders or resolutions as pertain solely to facilitating the performance of the business of the Legislature, of either branch, or of any committee or officer thereof, or appropriate money therefor or for the payment of salaries fixed by law, shall take effect until 90 days after the recess of the session of the Legislature in which it was passed, unless in case of emergency, which with the facts constituting the emergency shall be expressed in the preamble of the Act, the Legislature shall, by a vote of 2/3 of all the members elected to each House, otherwise direct. An emergency bill shall include only such measures as are immediately necessary for the preservation of the public peace, health or safety; and shall not include (1) an infringement of the right of home rule for municipalities, (2) a franchise or a license to a corporation or an individual to extend longer than one year, or (3) provision for the sale or purchase or renting for more than 5 years of real estate.

Section 17. Proceedings for people's veto.

1. Petition procedure; petition for people's veto. Upon written petition of electors, the number of which shall not be less than 10% of the total vote for

Governor cast in the last gubernatorial election preceding the filing of such petition, and addressed to the Governor and filed in the office of the Secretary of State by the hour of 5:00 p.m., on or before the 90th day after the recess of the Legislature, or if such 90th day is a Saturday, a Sunday, or a legal holiday, by the hour of 5:00 p.m., on the preceding day which is not a Saturday, a Sunday, or a legal holiday, requesting that one or more Acts, bills, resolves or resolutions, or part or parts thereof, passed by the Legislature but not then in effect by reason of the provisions of the preceding section, be referred to the people, such Acts, bills, resolves, or resolutions or part or parts thereof as are specified in such petition shall not take effect until 30 days after the Governor shall have announced by public proclamation that the same have been ratified by a majority of the electors voting thereon at a statewide or general election.

2. Effect of referendum. The effect of any Act, bill, resolve or resolution or part or parts thereof as are specified in such petition shall be suspended upon the filing of such petition. If it is later finally determined, in accordance with any procedure enacted by the Legislature pursuant to the Constitution, that such petition was invalid, such Act, bill, resolve or resolution or part or parts thereof shall then take effect upon the day following such final determination.

3. Referral to electors; proclamation by Governor. As soon as it appears that the effect of any Act, bill, resolve, or resolution or part or parts thereof has been suspended by petition in manner aforesaid, the Governor by public proclamation shall give notice thereof and of the time when such measure is to be voted on by the people, which shall be at the next statewide or general election, whichever comes first, not less than 60 days after such proclamation. If the Governor fails to order such measure to be submitted to the people at the next statewide or general election, the Secretary of State shall, by proclamation, order such measure to be submitted to the people at such an election and such order shall be sufficient to enable the people to vote.

Section 18. Direct initiative of legislation.

1. Petition procedure. The electors may propose to the Legislature for its consideration any bill, resolve or resolution, including bills to amend or repeal emergency legislation but not an amendment of the State Constitution, by written petition addressed to the Legislature or to either branch thereof and filed in the office of the Secretary of State by the hour of 5:00 p.m., on or before the 50th day after the date of convening of the Legislature in first regular session or on or before

the 25th day after the date of convening of the Legislature in second regular session, except that the written petition may not be filed in the office of the Secretary of State later than 18 months after the date the petition form was furnished or approved by the Secretary of State. If the applicable deadline falls on a Saturday, Sunday, or legal holiday, the period runs until the hour of 5:00 p.m., of the next day which is not a Saturday, Sunday, or legal holiday.

2. Referral to electors unless enacted by the Legislature without change; number of signatures necessary on direct initiative petitions; dating signatures on petitions; competing measures. For any measure thus proposed by electors, the number of signatures shall not be less than 10% of the total vote for Governor cast in the last gubernatorial election preceding the filing of such petition. The date each signature was made shall be written next to the signature on the petition. A signature is not valid if it is dated more than one year prior to the date that the petition was filed in the office of the Secretary of State. The measure thus proposed, unless enacted without change by the Legislature at the session at which it is presented, shall be submitted to the electors together with any amended form, substitute, or recommendation of the Legislature, and in such manner that the people can choose between the competing measures or reject both. When there are competing bills and neither receives a majority of the votes given for or against both, the one receiving the most votes shall at the next statewide election to be held not less than 60 days after the first vote thereon be submitted by itself if it receives more than 1/3 of the votes given for and against both. If the measure initiated is enacted by the Legislature without change, it shall not go to a referendum vote unless in pursuance of a demand made in accordance with the preceding section. The Legislature may order a special election on any measure that is subject to a vote of the people.

3. Timing of elections; proclamation by Governor. The Governor shall, by proclamation, order any measure proposed to the Legislature as herein provided, and not enacted by the Legislature without change, referred to the people at an election to be held in November of the year in which the petition is filed. If the Governor fails to order a measure proposed to the Legislature and not enacted without change to be submitted to the people at such an election by proclamation within 10 days after the recess of the Legislature to which the measure was proposed, the Secretary of State shall, by proclamation, order such measure to be submitted to the people at an election as requested, and such order shall be sufficient to enable the people to vote.

Section 19. Effective date of measures approved by people; veto power limited. Any measure referred to the people and approved by a majority of the votes given thereon shall, unless a later date is specified in said measure, take effect and become a law in 30 days after the Governor has made public proclamation of the result of the vote on said measure, which the Governor shall do within 10 days after the vote thereon has been canvassed and determined; provided, however, that any such measure which entails expenditure in an amount in excess of available and unappropriated state funds shall remain inoperative until 45 days after the next convening of the Legislature in regular session, unless the measure provides for raising new revenues adequate for its operation. The veto power of the Governor shall not extend to any measure approved by vote of the people, and any measure initiated by the people and passed by the Legislature without change, if vetoed by the Governor and if the veto is sustained by the Legislature shall be referred to the people to be voted on at the next general election. The Legislature may enact measures expressly conditioned upon the people's ratification by a referendum vote.

Section 20. Meaning of words "electors," "people," "recess of Legislature," "statewide election," "measure," "circulator," and "written petition"; written petitions for people's veto; written petitions for direct initiative. As used in any of the 3 preceding sections or in this section the words "electors" and "people" mean the electors of the State qualified to vote for Governor; "recess of the Legislature" means the adjournment without day of a session of the Legislature; "statewide election" means any election held throughout the State on a particular day; "measure" means an Act, bill, resolve or resolution proposed by the people, or 2 or more such, or part or parts of such, as the case may be; "circulator" means a person who solicits signatures for written petitions, and who must be a resident of this State and whose name must appear on the voting list of the city, town or plantation of the circulator's residence as qualified to vote for Governor; "written petition" means one or more petitions written or printed, or partly written and partly printed, with the original signatures of the petitioners attached, verified as to the authenticity of the signatures by the oath of the circulator that all of the signatures to the petition were made in the presence of the circulator and that to the best of the circulator's knowledge and belief each signature is the signature of the person whose name it purports to be, and accompanied by the certificate of the official authorized by law to maintain the voting list or to certify signatures on petitions for voters on the voting list of the city, town or plantation in which the petitioners reside that their names appear on the voting list of the city, town or plantation of the official as qualified to vote for

Governor. The oath of the circulator must be sworn to in the presence of a person authorized by law to administer oaths. Written petitions for a people's veto pursuant to Article IV, Part Third, Section 17 must be submitted to the appropriate officials of cities, towns or plantations, or state election officials as authorized by law, for determination of whether the petitioners are qualified voters by the hour of 5:00 p.m., on the 5th day before the petition must be filed in the office of the Secretary of State, or, if such 5th day is a Saturday, a Sunday or a legal holiday, by 5:00 p.m., on the next day which is not a Saturday, a Sunday or a legal holiday. Written petitions for a direct initiative pursuant to Article IV, Part Third, Section 18 must be submitted to the appropriate officials of cities, towns or plantations, or state election officials as authorized by law, for determination of whether the petitioners are qualified voters by the hour of 5:00 p.m., on the 10th day before the petition must be filed in the office of the Secretary of State, or, if such 10th day is a Saturday, a Sunday or a legal holiday, by 5:00 p.m., on the next day which is not a Saturday, a Sunday or a legal holiday. Such officials must complete the certification of only those petitions submitted by these deadlines and must return them to the circulators or their agents within 2 days for a petition for a people's veto and within 5 days for a petition for a direct initiative, Saturdays, Sundays and legal holidays excepted, of the date on which such petitions were submitted to them. Signatures on petitions not submitted to the appropriate local or state officials by these deadlines may not be certified. The petition shall set forth the full text of the measure requested or proposed. Petition forms shall be furnished or approved by the Secretary of State upon written application signed and notarized and submitted to the office of the Secretary of State by a resident of this State whose name must appear on the voting list of the city, town or plantation of that resident as qualified to vote for Governor. The full text of a measure submitted to a vote of the people under the provisions of the Constitution need not be printed on the official ballots, but, until otherwise provided by the Legislature, the Secretary of State shall prepare the ballots in such form as to present the question or questions concisely and intelligibly.

Section 21. City council of any city may establish direct initiative and people's veto. The city council of any city may establish the direct initiative and people's veto for the electors of such city in regard to its municipal affairs, provided that the ordinance establishing and providing the method of exercising such direct initiative and people's veto shall not take effect until ratified by vote of a majority of the electors of said city, voting thereon at a municipal election. Provided, however, that the Legislature may at any time provide a

uniform method for the exercise of the initiative and referendum in municipal affairs.

Section 22. Election officers and officials, how governed. Until the Legislature shall enact further laws not inconsistent with the Constitution for applying the people's veto and direct initiative, the election officers and other officials shall be governed by the provisions of this Constitution and of the general law, supplemented by such reasonable action as may be necessary to render the preceding sections self executing. The Legislature may enact laws not inconsistent with the Constitution to establish procedures for determination of the validity of written petitions. Such laws shall include provision for judicial review of any determination, to be completed within 100 days from the date of filing of a written petition in the office of the Secretary of State.

Section 23. Municipalities reimbursed annually. The Legislature shall annually reimburse each municipality from state tax sources for not less than 50% of the property tax revenue loss suffered by that municipality during the previous calendar year because of the statutory property tax exemptions or credits enacted after April 1, 1978. The Legislature shall enact appropriate legislation to carry out the intent of this section.

This section shall allow, but not require, reimbursement for statutory property tax exemptions or credits for unextracted minerals.

Article V.

Part First.

Executive Power.

Section 1. Governor. The supreme executive power of this State shall be vested in a Governor.

Section 2. Term of office; reelection eligibility. The Governor shall be elected by the qualified electors, and shall hold the office for 4 years from the first Wednesday after the first Tuesday of January next following the election and until the successor to the Governor has been duly elected and qualified. The person who has served 2 consecutive popular elective 4-year terms of office as Governor shall be ineligible to succeed himself or herself.

Title 21-A (ELECTION LAW)

§ 1. Definitions

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

40. Residence. “Residence” means that place where the person has established a fixed and principal home to which the person, whenever temporarily absent, intends to return.

§ 112. Residence for voting purposes

Voting residence is governed by the following provisions.

1. Residence. The residence of a person is that place where the person has established a fixed and principal home to which the person, whenever temporarily absent, intends to return.

A. The following factors may be offered by an applicant and considered by a registrar in determining a person’s residence under this section. The registrar need not find all of these factors to be present in order to conclude that an applicant qualifies to register to vote in the municipality:

- (1) A direct statement of intention by the person pursuant to section 121, subsection 1;
- (2) The location of any dwelling currently occupied by the person;
- (6) The place where any motor vehicle owned by the person is registered;
- (8) The residence address, not a post office box, shown on a current income tax return;
- (9) The residence address, not a post office box, at which the person’s mail is received;
- (10) The residence address, not a post office box, shown on any current resident hunting or fishing licenses held by the person;
- (12) The residence address, not a post office box, shown on any motor vehicle operator’s license held by the person;
- (14) The receipt of any public benefit conditioned upon residency, defined substantially as provided in this subsection; or
- (16) Any other objective facts tending to indicate a person’s place of residence.

B. Repealed

2. Change. A change of residence is made only by the act of removal, joined with the intent to remain in another place. A person can have only one residence at any given time.

3. Residence retained. A person does not lose the person's residence if the person temporarily leaves home and goes to another country, state or place in this State with the intent of returning.

4. Separate residence. The place where a person's family resides is presumed to be the person's place of residence, but a person may acquire a separate residence if the person takes another abode with the intention of remaining there. This subsection does not apply to uniformed service voters, students and others covered by subsection 7.

5. Spouse may have separate residence. A married person may be considered to have a residence separate from that of the person's spouse for the purposes of voting or holding office. For those purposes, residence is determined as if the person were single.

6. Voting in another state. A person loses the person's voting residence in this State if the person registers to vote in another state or votes in another state's election, either in person or by absentee ballot. That person is not eligible to register or vote in this State until the person again qualifies under section 111.

7. Uniformed service voters, students, institutional patients, Indians. A person does not gain or lose a residence solely because of the person's presence or absence while employed in the uniformed service or the merchant marine of the United States, while a student in any institution of learning, while kept in any institution at public expense or while residing upon any Indian or military reservations. This subsection may not be construed to prevent a student at any institution of learning from qualifying as a voter in the municipality where the student resides while attending that institution.

8. Voting residence retained. A person who has gained a voting residence in a municipality retains it, if the person so desires, when the person becomes a patient at a federal institution or an employee of a federal agency where the person is required to reside on land ceded to the Federal Government by the State. This subsection applies to a member of the uniformed service, merchant marine or the National Guard who is required to be in a place other than that in which the person has gained a voting residence.

9. Federal property. A person residing on federal property, except as stated in subsection 5, is eligible to register and vote in the voting district in which the federal property is located.

10. Becoming 18 on federal property. A person who becomes 18 years of age while residing on federal property as a patient at a federal institution or an employee of a federal agency, or while in the uniformed service, is considered to have gained a

voting residence in the municipality in which the person resided at the time the person became such a patient, employee or member of the uniformed service.

11. Spouse of member of uniformed service or merchant marine. A person may have the same voting residence as that person's spouse who is a member of the uniformed service or merchant marine. A member of the uniformed service or merchant marine on active duty, whose spouse has a place of residence in this State, may establish a residence in the place of residence of the spouse by filing an affidavit with the registrar declaring an intention to reside in that place upon severance from the uniformed service or merchant marine.

12. Spouse may have separate residence. Repealed

13. Voting in another state. Repealed

14. Persons incarcerated in correctional facilities. The residence of a person incarcerated in a correctional facility, as defined in Title 34-A, section 1001, or in a county jail does not include the municipality where a person is incarcerated unless the person had resided in that municipality prior to incarceration.

A person incarcerated in a correctional facility may apply to register to vote in any municipality where that person has previously established a fixed and principal home to which the person intends to return.

15. Nontraditional residence. A person may have a nontraditional residence, including, but not limited to a shelter, park or underpass. A person's residency is not subject to challenge on the sole basis that the person has a nontraditional residence

§ 336. Consent of candidate to be filed [Effective until October 25, 2023]

The written consent of each candidate must be filed either with that candidate's primary petition or at any earlier time during which signatures may be collected under section 335 or, if applicable, subchapter 8.

1. Consent. The consent must contain a statement signed by the candidate that the candidate will accept the nomination of the primary election. The Secretary of State shall provide a form on which the consent of the candidate is made that must include a list of the statutory and constitutional requirements of the office sought by the candidate. The statement may be printed as a part of the primary petition.

2. Single filing sufficient. A candidate need file only one consent. This consent is valid even though it may be part of a primary petition which is void.

3. Residence and party declared. The consent must contain a declaration of the candidate's place of residence and party designation and a statement that the candidate meets the qualifications of the office the candidate seeks, which the candidate must verify by oath or affirmation before a notary public or other person authorized by law to administer oaths or affirmations that the declaration is true. If, pursuant to the

challenge procedures in section 337, any part of the declaration is found to be false by the Secretary of State, the consent and the primary petition are void.

§ 337. Review and challenge of petitions

1. Review. When presented with a primary petition, the Secretary of State shall review it and, if the petition contains the required number of certified names and is properly completed, shall accept and file it.

2. Challenges. The procedure for challenging the validity of a primary petition or of names upon a petition is as follows.

A. Only a registered voter residing in the electoral division of the candidate concerned may file a challenge. The challenge must be in writing and must set forth the reasons for the challenge. The challenge must be filed in the office of the Secretary of State before 5 p.m. on the 5th business day after the final date for filing petitions under section 335, subsection 8.

B. Within 7 days after the final date for filing challenges and after due notice of the hearing to the candidate and to the challenger, the Secretary of State shall hold a public hearing on any challenge properly filed. The challenger has the burden of providing sufficient evidence to invalidate the petitions or any names upon the petitions.

C. The Secretary of State shall rule on the validity of any challenge within 5 days after the completion of the hearing described in paragraph B.

D. A challenger or a candidate may appeal the decision of the Secretary of State by commencing an action in the Superior Court. This action must be conducted in accordance with the Maine Rules of Civil Procedure, Rule 80C, except as modified by this section. This action must be commenced within 5 days of the date of the decision of the Secretary of State. Upon timely application, anyone may intervene in this action when the applicant claims an interest relating to the subject matter of the petitions, unless the applicant's interest is adequately represented by existing parties. The court shall issue a written decision containing its findings of fact and conclusions of law and setting forth the reasons for its decision within 20 days of the date of the decision of the Secretary of State.

E. Any aggrieved party may appeal the decision of the Superior Court, on questions of law, by filing a notice of appeal within 3 days of that decision. The record on appeal must be transmitted to the Law Court within 3 days after notice of appeal is filed. After filing notice of appeal, the parties have 4 days to file briefs and appendices with the clerk of courts. As soon as the record and briefs have been filed, the court shall immediately consider the case. The court shall issue its decision within 14 days of the date of the decision of the Superior Court.

§ 1003. Investigations by commission

1. Investigations. The commission may undertake audits and investigations to determine whether a person has violated this chapter, chapter 14 or the rules of the commission. For this purpose, the commission may subpoena witnesses and records whether located within or without the State and take evidence under oath. A person or entity that fails to obey the lawful subpoena of the commission or to testify before it under oath must be punished by the Superior Court for contempt upon application by the Attorney General on behalf of the commission. The Attorney General may apply on behalf of the commission to the Superior Court or to a court of another state to enforce compliance with a subpoena issued to a nonresident person. Service of any subpoena issued by the commission may be accomplished by:

- A. Delivering a duly executed copy of the notice to the person to be served or to a partner or to any officer or agent authorized by appointment or by law to receive service of process on behalf of that person;
- B. Delivering a duly executed copy of the notice to the principal place of business in this State of the person to be served; or
- C. Mailing by registered or certified mail a duly executed copy of the notice, addressed to the person to be served, to the person's principal place of business.

2. Investigations requested. A person may apply in writing to the commission requesting an investigation as described in subsection 1. The commission shall review the application and shall make the investigation if the reasons stated for the request show sufficient grounds for believing that a violation may have occurred.

2-A. [Repealed]

3. State Auditor. The State Auditor shall assist the commission in making investigations and in other phases of the commission's duties under this chapter, as requested by the commission, and has all necessary powers to carry out these responsibilities.

3-A. Confidential records. Investigative working papers of the commission are confidential, except that the commission may disclose them to the subject of the audit or investigation, other entities as necessary for the conduct of an audit or investigation and law enforcement and other agencies for purposes of reporting, investigating or prosecuting a criminal or civil violation. For purposes of this subsection, "investigative working papers" means documents, records and other printed or electronic information in the following limited categories that are acquired, prepared or maintained by the commission during the conduct of an audit, investigation or other enforcement matter:

- A. Financial information not normally available to the public;

B. Information that, if disclosed, would reveal sensitive political or campaign information belonging to a party committee, political action committee, ballot question committee, candidate or candidate's political committee, or other person who is the subject of an audit, investigation or other enforcement matter, even if the information is in the possession of a vendor or 3rd party;

C. Information or records subject to a privilege against discovery or use as evidence; and

D. Intra-agency or interagency communications related to an audit or investigation, including any record of an interview, meeting or examination.

The commission may disclose investigative working papers or discuss them at a public meeting, except for the information or records subject to a privilege against discovery or use as evidence, if the information or record is materially relevant to a memorandum or interim or final report by the commission staff or a decision by the commission concerning an audit, investigation or other enforcement matter. A memorandum or report on the audit or investigation prepared by staff for the commission may be disclosed at the time it is submitted to the commission, as long as the subject of the audit or investigation has an opportunity to review it first to identify material that the subject of the audit or investigation considers privileged or confidential under some other provision of law.

4. Attorney General. Upon the request of the commission, the Attorney General shall aid in any investigation, provide advice, examine any witnesses before the commission or otherwise assist the commission in the performance of its duties. The commission shall refer any apparent violations of this chapter to the Attorney General for prosecution.

§ 1013-A. Registration

1. Candidates, their treasurers and political committees. A candidate shall register the candidate's name and the name of a treasurer with the commission at least once in each legislative biennium, as provided in this section. A candidate may have only one treasurer, who must be appointed pursuant to paragraph A or B. For purposes of this section, "legislative biennium" means the term of office a person is elected to serve in the Legislature.

A. No later than 10 days after becoming a candidate and before accepting contributions, making expenditures or incurring obligations, a candidate for state or county office or a candidate for municipal office who has not filed a written notice in accordance with section 1011, subsection 4, paragraph A shall appoint a treasurer. The candidate may serve as treasurer, except that a participating candidate, as defined in section 1122, subsection 6, or a candidate certified in accordance with section 1125 may not serve as treasurer, except that the candidate may serve as treasurer or deputy treasurer for up to 14 days after declaring an

intention to qualify for campaign financing under chapter 14 until the candidate identifies another person to serve as treasurer. The candidate may have only one treasurer, who is responsible for the filing of campaign finance reports under this chapter. A candidate shall register the candidate's name and address and the name and address of the treasurer appointed under this section no later than 10 days after the appointment of the treasurer. A candidate may accept contributions personally or make or authorize expenditures personally, as long as the candidate reports all contributions and expenditures to the treasurer. The treasurer shall make a consolidated report of all income and expenditures and provide this report to the commission.

(1) A candidate may appoint a deputy treasurer to act in the absence of the treasurer. The deputy treasurer, when acting in the absence of the treasurer, has the same powers and responsibilities as the treasurer. A candidate certified in accordance with section 1125 may not serve as deputy treasurer. When a treasurer dies or resigns, the deputy treasurer may not assume the position of treasurer unless the candidate appoints the deputy treasurer to the position of treasurer. The candidate shall report the name and address of the deputy treasurer to the commission no later than 10 days after the deputy treasurer has been appointed.

B. A candidate may authorize one political committee to promote the candidate's election. No later than 10 days after appointing a political committee and before accepting contributions, making expenditures or incurring obligations, a candidate for state, county or municipal office shall appoint a treasurer of the political committee. The treasurer of the political committee is responsible for filing campaign finance reports under this chapter. No later than 10 days after appointing a political committee, the candidate shall register with the commission the following information regarding the political committee:

- (1) The name of the committee;
- (2) The name and address of the committee's treasurer;
- (3) The name of the candidate who authorized the committee; and
- (4) The names and addresses of the committee's officers.

C. No later than 10 days after becoming a candidate, as defined in section 1, subsection 5, a candidate for the office of State House of Representatives or Senate may file in writing a statement declaring that the candidate agrees to accept voluntary limits on political expenditures or that the candidate does not agree to accept voluntary limits on political expenditures, as specified in section 1015, subsections 7 to 9. A candidate who has filed a declaration of intent to become certified as a candidate under the Maine Clean Election Act is not required to file the written statement described in this paragraph.

The statement filed by a candidate who voluntarily agrees to limit spending must state that the candidate knows the voluntary expenditure limitations as set out in section 1015, subsection 8 and that the candidate is voluntarily agreeing to limit the candidate's political expenditures and those made on behalf of the candidate by the candidate's political committee or committees, the candidate's party and the candidate's immediate family to the amount set by law. The statement must further state that the candidate does not condone and will not solicit any independent expenditures made on behalf of the candidate.

The statement filed by a candidate who does not agree to voluntarily limit political expenditures must state that the candidate does not accept the voluntary expenditure limits as set out in section 1015, subsection 8.

2. Authorized political committees. [Repealed]

3. Party committees. The district, county and municipal committees of parties shall submit to their state party committees the names, mailing addresses and e-mail addresses of all their officers and of their treasurers and the name and address of the principal paid employee, if any, within 10 days after the appointment, election or hiring of these persons. Municipal committees shall file copies of the same information with the municipal clerk. No later than June 15th of each year, the state party committee shall submit to the commission a consolidated report of the names, mailing addresses and e-mail addresses of the chair and treasurer of the district, county and municipal committees of that party or of another officer if a chair or treasurer has not been appointed.

4. Reporting by registered treasurers. Any contribution accepted and any expenditure made or authorized by or on behalf of a candidate registered under this section or qualified under sections 335 and 336 or sections 354 and 355 must be recorded and reported as provided in sections 1016 and 1017.

5. Changes in registration information. Every change in information required by this section to be reported to the commission shall be reported within 10 days of the date of the change.

§ 1125. Terms of participation

5. Certification of Maine Clean Election Act candidates. Upon receipt of a final submittal of qualifying contributions by a participating candidate, the executive director of the commission shall determine whether the candidate has:

- A. Signed and filed a declaration of intent to participate in this Act;
- B. Submitted the appropriate number of valid qualifying contributions;
- C. Qualified as a candidate by petition or other means no later than 5 business days after the end of the qualifying period;

C-1. [Repealed]

D. Not accepted contributions, except for seed money contributions, and otherwise complied with seed money restrictions;

D-1. Not run for the same office as a nonparticipating candidate in a primary election in the same election year;

D-2. Not been found to have made a material false statement in a report or other document submitted to the commission;

D-3. Not otherwise substantially violated the provisions of this chapter or chapter 13;

D-4. Not failed to pay any civil penalty assessed by the commission under this Title, except that a candidate has 3 business days from the date of the request for certification to pay the outstanding penalty and remain eligible for certification;

D-5. Not submitted any fraudulent qualifying contributions or any falsified acknowledgement forms for qualifying contributions or seed money contributions; and

E. Otherwise met the requirements for participation in this Act.

The executive director shall certify a candidate complying with the requirements of this section as a Maine Clean Election Act candidate as soon as possible after final submittal of qualifying contributions and other supporting documents required under subsection 4 but no later than 3 business days for legislative candidates and 5 business days for gubernatorial candidates. The executive director may take additional time if further investigation is necessary to verify compliance with this Act as long as the commission notifies the candidate regarding the anticipated schedule for conclusion of the investigation. A candidate or other interested person may appeal the decision of the executive director to the members of the commission in accordance with subsection 14.

A certified candidate must comply with all requirements of this Act after certification and throughout the primary and general election periods. Failure to do so is a violation of this chapter.

5-A. Revocation of certification. The certification of a certified candidate may be revoked at any time if the commission determines that the candidate or an agent of the candidate:

A. Did not submit the required number of valid qualifying contributions;

B. Failed to qualify as a candidate by petition or other means;

C. Submitted any fraudulent qualifying contributions or qualifying contributions that were not made by the named contributor;

D. Misrepresented to a contributor the purpose of the qualifying contribution or obtaining the contributor's signature on the receipt and acknowledgement form;

- E.** Failed to fully comply with the seed money restrictions;
- F.** Knowingly accepted any contributions, including any in-kind contributions, or used funds other than fund revenues distributed under this chapter to make campaign-related expenditures without the permission of the commission;
- G.** Knowingly made a false statement or material misrepresentation in any report or other document required to be filed under this chapter or chapter 13;
- H.** Otherwise substantially violated the provisions of this chapter or chapter 13;
or
- I.** As a gubernatorial candidate, failed to properly report seed money contributions as required by this section.

Title 1 (GENERAL PROVISIONS)

§ 1012. Definitions

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

10. Violation of legislative ethics. “Violation of legislative ethics” means a violation of the prohibitions in section 1014 or 1015-A.

§ 1013. Authority; procedures

1. Authority. The commission has authority:

A. To issue, on request of any Legislator on an issue involving that Legislator, or on its own motion, written advisory opinions and guidance on problems or questions involving possible violations of legislative ethics;

B. To investigate complaints alleging a violation of legislative ethics against any Legislator, to investigate a possible violation of legislative ethics upon the commission’s own motion, to hold hearings on an alleged or possible violation if the commission determines it is appropriate and to issue findings of fact together with its opinion; and

C. To administer the disclosure of sources of income by Legislators as required by this subchapter.

2. Procedure. The following procedures apply.

A. Requests for advisory opinions by members of the Legislature must be filed with the commission in writing and signed by the Legislator requesting the opinion and must contain such supporting data as the commission requires. Commission staff shall inform a Legislator upon that Legislator’s request for an advisory opinion that written opinions issued by the commission are public and are submitted to the Clerk of the House and the Secretary of the Senate and entered into the legislative record. When preparing an advisory opinion on its own motion, the commission shall notify the Legislator concerned and allow the Legislator to provide additional information to the commission. In preparing an advisory opinion, either upon request or on its own motion, the commission may make such an investigation as it determines necessary. A copy of the commission’s advisory opinion must be sent to the Legislator concerned and to the presiding officer of the legislative body of which the Legislator is a member.

B. [Repealed]

B-1. Any person may file a complaint against a Legislator alleging a violation of legislative ethics only as described in sections 1014 and 1015-A. The complaint must be filed in writing and signed under oath and must specify the facts of the

alleged violation citing the specific provisions of sections 1014 and 1015-A that are alleged to have been violated, the approximate date of the alleged violation and such other information as the commission requires. A complainant shall agree in writing not to disclose any information about the complaint during the time the commission is determining whether or not to pursue the complaint or during the investigation of a complaint. A complaint that does not meet the criteria of this paragraph is considered incomplete and will not be forwarded to the commission.

(1) The Legislator against whom a complaint is filed must immediately be given a copy of the complaint and the name of the complainant. Before deciding whether to conduct an investigation or to hold any hearings, the commission shall afford the Legislator an opportunity to answer the complaint in writing and in person to the commission. The commission staff may gather preliminary factual information that will assist the commission in deciding whether to conduct a full investigation or to hold hearings.

(2) The commission shall consider only complaints against Legislators in office at the time of the filing of the complaint and only complaints relating to activity that occurred or was ongoing within 2 years of the complaint. Upon a majority vote of the commission, the commission shall conduct an investigation and hold hearings as it determines necessary.

(3) The commission shall issue its findings of fact together with its opinion regarding the alleged violation of legislative ethics to the legislative body of which the Legislator concerned is a member. That legislative body may take whatever action it determines appropriate, in accordance with the Constitution of Maine.

(4) If the commission determines that a Legislator has potentially violated professional standards set by a licensing board, its opinion and such other information as may be appropriate must be referred to the licensing board that oversees the Legislator's professional conduct.

B-2. If the commission receives information other than through a complaint suggesting that a Legislator may have committed a violation of legislative ethics, the commission may commence an investigation or conduct hearings when there is probable cause to believe that a violation has occurred. The commission may consider only activities by a Legislator in office at the time of the investigation that occurred or were ongoing within 2 years of the investigation. The commission shall provide the Legislator with written notice of the possible violation and an opportunity to be heard in accordance with the requirements of paragraph B-1. The commission's consideration of the possible violation is subject to the confidentiality provisions of subsection 3-A.

C. When the conduct of a particular Legislator is under inquiry and a hearing is to be held, the Legislator must be given written notification of the time and place

at which the hearing is to be held. Such notification must be given not less than 10 days prior to the date set for the hearing.

D. The commission has authority, through its chair or any member designated by the chair, to administer oaths, subpoena witnesses and compel the production of books, records, papers, documents, correspondence and other material and records the commission determines relevant. The State, its agencies and instrumentalities shall furnish to the commission any information, records or documents the commission designates as being necessary for the exercise of its functions and duties. In the case of refusal of any person to obey an order or subpoena of the commission, the Superior Court, upon application of the commission, has jurisdiction and authority to require compliance with the order or subpoena. Any failure of any person to obey an order of the Superior Court may be punished by that court as contempt thereof.

E. The commission shall adopt rules consistent with due process for the conduct of investigations and hearings under this subchapter. Rules adopted pursuant to this paragraph are major substantive rules pursuant to Title 5, chapter 375, subchapter 2-A.

The commission is not bound by the strict rules of evidence, but its findings and opinions must be based upon competent and substantial evidence.

E-1. The commission may permit the complainant to make a presentation to the commission as part of its consideration whether to conduct an investigation or public hearing.

F. If the commission concludes that it appears that a Legislator has violated a criminal law, a copy of its findings of fact, its opinion and such other information as may be appropriate must be referred to the Attorney General. Any determination by the commission or by a legislative body that a violation of legislative ethics has occurred does not preclude any criminal action relating to the violation that may be brought against the Legislator.

G. If the commission determines that a complaint filed under oath is frivolous or was filed in bad faith or if the complainant fails to appear at the hearing without being excused by the commission, the commission may order the complainant to pay to the Legislator against whom the complaint has been filed that Legislator's costs of investigation and defense, including any reasonable attorney's fees. This order is considered a final agency action, and the complainant may appeal the order pursuant to the Maine Administrative Procedure Act. If the commission determines that the complaint was filed in bad faith, the commission shall refer the case to the Attorney General for investigation.

Such an order does not preclude any other remedy available to the Legislator against whom the complaint has been filed, including, but not limited to, an action

brought in Superior Court against the complainant for damages to the Legislator's reputation.

H. The commission shall file with the Clerk of the House and the Secretary of the Senate a copy of written advisory opinions and guidance issued by the commission that were formally requested by a Legislator and that were considered by the commission at a public meeting, with such deletions and changes as the commission considers necessary to protect the identity of the person seeking the opinions or others. The Clerk of the House shall keep a copy of such opinions and guidance in a special binder and shall finally publish them in the Legislative Record. The commission may exempt an opinion or a part of an opinion from release, publication or inspection if it considers such action appropriate for the protection of 3rd parties and makes available to the public an explanatory statement to that effect.

I. A copy of the commission's findings of fact and opinions regarding complaints against Legislators must also be filed with the Clerk of the House and the Secretary of the Senate. The Clerk of the House shall keep them in a special binder and shall finally publish them in the Legislative Record.

J. [Repealed]

K. When a Legislator has a question or problem of an emergency nature about a possible violation of legislative ethics or an issue involving that Legislator that arises during the course of legislative action, the Legislator may request an advisory opinion from the presiding officer of the legislative body of which the Legislator is a member. The presiding officer may issue an advisory opinion. An advisory opinion issued by the presiding officer must be in accordance with the principles of this subchapter, be in writing and be reported to the commission. The commission may then issue a further opinion on the matter. The presiding officer may refer such a question or problem directly to the commission, which shall meet as soon as possible to consider the question or problem.

L. The commission shall make reasonable efforts to resolve a complaint within 90 days of its filing.

3. Confidentiality. [Repealed]

3-A. Confidentiality of records and proceedings relating to screening complaints alleging a violation of legislative ethics. Notwithstanding chapter 13, a complaint alleging a violation of legislative ethics is confidential and is not a public record until after the commission has voted pursuant to subsection 2, paragraph B-1 to pursue the complaint, and a commission proceeding to determine whether to pursue a complaint must be conducted in executive session. If the commission does not vote to pursue the complaint, the complaint and records relating to the investigation of that complaint remain confidential and are not public records unless the Legislator against whom the complaint is made submits a written request that the complaint and all accompanying

materials be made public. This subsection does not prohibit a complainant from disclosing information that the complainant provided to the commission as part of the complaint or investigation once the commission has determined not to pursue the complaint or the investigation of a complaint is complete. This subsection does not prevent the commission from including general information about complaints in any report to the Legislature. Any person who knowingly breaches the confidentiality of a complaint investigation commits a Class D crime. This subsection does not prevent commission staff from disclosing information to a person from whom the commission is seeking information or evidence relevant to the complaint that is necessary to investigate the complaint or prevent the complainant or the Legislator against whom the complaint is made from discussing the complaint with an attorney or other person assisting them with the complaint. The commission or commission staff shall inform any person with whom they communicate of the requirement to keep any information regarding the complaint investigation confidential.

4. Confidentiality of records other than complaints. Commission records other than complaints are governed by this subsection.

A. Investigative records relating to complaints that the commission has voted to pursue are confidential unless they are provided to commission members or otherwise distributed at a public hearing of the commission.

B. Legislators' statements of sources of income are public records.

C. Findings of fact and recommendations of the commission on complaints alleging violation of legislative ethics are public records.

D. Advisory opinions of the commission and requests for advisory opinions from the commission are public records, except as provided in subsection 2, paragraph H.

5. Prohibited communications. Communications concerning a complaint filed under this section between commission members and a complainant or between commission members and the subject of a complaint are prohibited until after the commission has voted not to pursue a complaint or the commission has taken final action on the complaint.

§ 1014. Violations of legislative ethics

1. Situations Involving Conflict of Interest. A Legislator engages in a violation of legislative ethics if that Legislator votes on a question in connection with a conflict of interest in committee or in either body of the Legislature or attempts to influence the outcome of that question unless a presiding officer in accordance with the Joint Rules of the Legislature requires a Legislator to vote or advises the Legislator that there is no conflict in accordance with section 1013, subsection 2, paragraph K. A conflict of interest includes:

A. When a Legislator or a member of the Legislator's immediate family has or acquires a direct substantial personal financial interest, distinct from that of the general public, in an enterprise that would be financially benefited by proposed legislation, or derives a direct substantial personal financial benefit from close economic association with a person known by the Legislator to have a direct financial interest in an enterprise affected by proposed legislation;

B. When a Legislator or a member of the Legislator's immediate family accepts gifts, other than campaign contributions duly recorded as required by law, from persons affected by legislation or who have an interest in an entity affected by proposed legislation and the Legislator knows or reasonably should know that the purpose of the donor in making the gift is to influence the Legislator in the performance of the Legislator's official duties or vote or is intended as a reward for action on the Legislator's part;

C. Receiving compensation or reimbursement not authorized by law for services, advice or assistance as a Legislator;

D. Appearing for, representing or advocating on behalf of another before the Legislature, unless without compensation and for the benefit of a citizen;

E. When a Legislator or a member of the Legislator's immediate family accepts or engages in employment that could impair the Legislator's judgment, or when the Legislator knows that there is a substantial possibility that an opportunity for employment is being afforded the Legislator or a member of the Legislator's immediate family with intent to influence the performance of the Legislator's official duties, or when the Legislator or a member of his immediate family stands to derive a personal private gain or loss from employment, because of legislative action, distinct from the gain or losses of other employees or the general community; and

F. When a Legislator or a member of the Legislator's immediate family has an interest in legislation relating to a profession, trade, business or employment in which the Legislator or a member of the Legislator's immediate family is engaged and the benefit derived by the Legislator or a member of the Legislator's immediate family is unique and distinct from that of the general public or persons engaged in similar professions, trades, businesses or employment.

2. [Repealed]

2-A. Undue Influence. It is a violation of legislative ethics for a Legislator to engage in conduct that constitutes the exertion of undue influence, including, but not limited to:

A. Appearing for, representing or advocating for another person in a matter before a state agency or authority, for compensation other than compensation as a Legislator, if the Legislator makes reference to that Legislator's legislative

capacity, communicates with the agency or authority on legislative stationery or makes threats or implications relating to legislative action;

B. Appearing for, representing or advocating for another person in a matter before a state agency or authority if the Legislator oversees the policies of the agency or authority as a result of the Legislator's committee responsibilities, unless:

- 1) The appearance, representation or advocacy is provided without compensation and for the benefit of a constituent;
- 2) The Legislator is engaged in the conduct of the Legislator's profession and is in good standing with a licensing board, if any, that oversees the Legislator's profession;
- 3) The appearance, representation or advocacy is provided before a court or office of the judicial branch; or
- 4) The representation consists of filing records or reports or performing other routine tasks that do not involve the exercise of discretion on the part of the agency or authority; and

C. Representing or assisting another person in the sale of goods or services to the State, a state agency or a state authority, unless the transaction occurs after public notice and competitive bidding.

3. Abuse of Office or Position. It is a violation of legislative ethics for a Legislator to engage in conduct that constitutes an abuse of office or position, including but not limited to:

A. When a Legislator or a member of the Legislator's immediate family has a direct financial interest or an interest through a close economic associate in a contract for goods or services with the State, a state agency or state authority, unless the contract is awarded through competitive bidding or is exempt from competitive bidding pursuant to state purchasing laws or the payment provisions are based on uniform rates established by the State, a state agency, a state authority or other governmental entity;

B. Granting or obtaining special privilege, exemption or preferential treatment to or for oneself or another, which privilege, exemption or treatment is not readily available to members of the general community or class to which the beneficiary belongs; and

C. Use or disclosure of confidential information obtained because of office or position for the benefit of self or another.

4. Contract with State Governmental Agency. It is a violation of legislative ethics for a Legislator or an associated organization to enter with a state agency into any contract that is to be paid in whole or in part out of governmental funds unless the

contract has been awarded through a process of public notice and competitive bidding or is exempt from competitive bidding pursuant to state purchasing laws.

§ 1015-A. Campaign contributions and solicitations prohibited

1. Definitions. As used in this section, unless the context otherwise indicates, the following terms have the following meanings.

A. “Contribution” has the same meaning as in Title 21-A, section 1012, subsection 2 and includes seed money contributions as defined in Title 21-A, section 1122, subsection 9, and, with respect to political action committees and ballot question committees, includes contributions as defined in Title 21-A, section 1052, subsection 3. “Contribution” does not include qualifying contributions as defined in Title 21-A, section 1122, subsection 7.

B. “Employer” has the same meaning as in Title 3, section 312-A, subsection 5. “Employer” does not include a lobbying firm.

C. “Legislative session” means the period of time after the convening of the Legislature and before final adjournment.

D. “Lobbying firm” has the same meaning as in Title 3, section 312-A, subsection 9-A.

E. “Lobbyist” has the same meaning as in Title 3, section 312-A, subsection 10.

F. “Lobbyist associate” has the same meaning as in Title 3, section 312-A, subsection 10-A.

2. Campaign contributions and solicitations prohibited during legislative session. The following provisions prohibit certain contributions and solicitations and offers of contributions during a legislative session.

A. The Governor, a member of the Legislature, a constitutional officer or the staff or agent of these officials may not intentionally solicit or accept a contribution from a lobbyist, lobbyist associate, employer of a lobbyist or lobbying firm during a legislative session.

B. A lobbyist, lobbyist associate, employer of a lobbyist or lobbying firm may not intentionally give, offer or promise a contribution to the Governor, a member of the Legislature, a constitutional officer or the staff or agent of these officials during a legislative session.

C. The prohibitions in paragraphs A and B apply to contributions directly and indirectly solicited or accepted by or given, offered and promised to a political action committee, ballot question committee or party committee of which the Governor, a member of the Legislature, a constitutional officer or the staff or agent of these officials is a treasurer, officer or primary fund-raiser or decision maker.

D. The prohibitions in paragraphs A and B do not apply to the following:

(1) The solicitation or acceptance of a contribution from or the offer or promise of a contribution by a lobbyist, lobbyist associate, employer of a lobbyist or lobbying firm that is not the property of that lobbyist, lobbyist associate, employer of a lobbyist or lobbying firm;

(2) The solicitation or acceptance of a contribution from or the offer or promise of a contribution by an employer of a lobbyist or lobbying firm related to a special election to fill a vacancy from the time of announcement of the election until the election; or

(3) The solicitation or acceptance of a contribution from or the offer or promise of a contribution by a lobbyist or lobbyist associate related to a special election to fill a vacancy from the time of announcement of the election until the election if the lobbyist or lobbyist associate is eligible to vote or will be eligible to vote on the day of the election in the district where the special election will appear on the ballot.

3. Campaign contributions and solicitations prohibited when Legislature not in legislative session. The following provisions prohibit certain contributions and solicitations and offers of contributions when the Legislature is not in legislative session.

A. When the Legislature is not in legislative session, the Governor, a member of the Legislature or the staff or agent of these officials may not intentionally solicit or accept a contribution from a lobbyist or lobbyist associate unless the lobbyist or lobbyist associate is eligible to vote or will be eligible to vote on the day of the election in a district where the Governor or member of the Legislature will appear on the ballot.

B. When the Legislature is not in legislative session, a lobbyist or lobbyist associate may not intentionally give, offer or promise a contribution to the Governor, a member of the Legislature or the staff or agent of these officials unless the lobbyist or lobbyist associate is eligible to vote or will be eligible to vote on the day of the election in a district where the Governor or member of the Legislature will appear on the ballot.

C. The prohibitions in paragraphs A and B do not apply to the solicitation or acceptance of a contribution from or the offer or promise of a contribution by a lobbyist or lobbyist associate that is not the property of that lobbyist or lobbyist associate.

D. The prohibitions in paragraphs A and B do not apply to the solicitation or acceptance of a contribution from or the offer or promise of a contribution by an employer of a lobbyist or a lobbying firm.

4. Campaign contributions and solicitations prohibited at all times. The following provisions prohibit certain contributions and solicitations and offers of contributions at all times, regardless of whether the Legislature is in legislative session.

A. A gubernatorial or legislative candidate who is not the Governor or a member of the Legislature, or the staff or agent of a gubernatorial or legislative candidate, may not intentionally solicit or accept a contribution from a lobbyist or lobbyist associate unless the lobbyist or lobbyist associate is eligible to vote or will be eligible to vote on the day of the election in a district where the gubernatorial or legislative candidate will appear on the ballot.

B. A lobbyist or lobbyist associate may not intentionally give, offer or promise a contribution to a gubernatorial or legislative candidate who is not the Governor or a member of the Legislature, or the staff or agent of a gubernatorial or legislative candidate, unless the lobbyist or lobbyist associate is eligible to vote or will be eligible to vote on the day of the election in a district where the gubernatorial or legislative candidate will appear on the ballot.

C. The prohibitions in paragraphs A and B do not apply to the solicitation or acceptance of a contribution from or the offer or promise of a contribution by a lobbyist or lobbyist associate that is not the property of that lobbyist or lobbyist associate.

D. The prohibitions in paragraphs A and B do not apply to the solicitation or acceptance of a contribution from or the offer or promise of a contribution by an employer of a lobbyist or lobbying firm.

5. Exceptions. This section does not prohibit any of the following.

A. The solicitation, acceptance, offer or gift of money or anything of value for bona fide social events hosted for nonpartisan, charitable purposes.

B. The solicitation, acceptance, offer or promise of contributions to a member of the Legislature supporting that member's campaign for federal office.

C. The attendance of the Governor, a member of the Legislature, a constitutional officer, a gubernatorial or legislative candidate or the staff or agent of these persons at fund-raising events held by a municipal, county, state or national political party organized pursuant to Title 21-A, chapter 5, nor the advertisement of the expected presence of any such person at any such event, as long as any such person has no involvement in soliciting attendance at the event and all proceeds are paid directly to the political party organization hosting the event or a nonprofit charitable organization.

6. Violations. The commission may undertake investigations to determine whether any person has violated this section. A person who violates this section is subject to a civil penalty not to exceed \$1,000 for each violation, payable to the State and

recoverable in a civil action. A contribution accepted in violation of this section must be returned to the contributor.