

HB1090/690917/1

BY: Environmental Matters Committee

AMENDMENTS TO HOUSE BILL 1090
(First Reading File Bill)

AMENDMENT NO. 1

On page 1, in the sponsor line, strike “and Olszewski” and substitute “Olszewski, Cane, Carr, Glenn, Healey, and Niemann”; in line 5, strike “opening” and substitute “applying for”; strike beginning with “authorizing” in line 5 down through “circumstances;” in line 7; in line 8, strike “by taking certain action”; in line 10, after “tenant” insert “under certain circumstances; authorizing a certain utility service provider to require a certain tenant to pay a deposit and past due balances from certain accounts before establishing a new utility service account for the tenant”; in line 11, strike “certain rights” and substitute “a certain tenant’s ability to establish a new utility service account”; strike beginning with “authorizing” in line 11 down through “circumstances;” in line 15; strike beginning with “authorizing” in line 18 down through “notices;” in line 22; in line 23, after “notice;” insert “requiring the Public Service Commission to authorize certain cost recovery of a utility service provider’s costs under this Act; authorizing a certain tenant to deduct certain payments from rent due to a landlord, under certain circumstances;”; and in line 28, after “tenant;” insert “providing for a delayed effective date;”.

On page 2, after line 4, insert:

“BY adding to

Article – Real Property

Section 8-212.3

Annotated Code of Maryland

(2010 Replacement Volume and 2012 Supplement)”.

AMENDMENT NO. 2

On page 2, in line 19, after “(A)” insert “**THIS SECTION DOES NOT APPLY TO ELECTRIC COOPERATIVES.**”

(Over)

(B);

in line 21, strike “RESIDENTIAL”; in line 23, strike “IS”; strike beginning with “THE” in line 24 down through “TERMINATION” in line 25 and substitute “IS IN THE LANDLORD’S NAME”; in line 25, strike “AND”; in line 26, after “(II)” insert “IS”; in the same line, strike “SEPARATE” and substitute “SINGLE”; in the same line, strike “THE” and substitute “A SINGLE”; in line 27, after “UNIT” insert “; AND”

(III) DOES NOT USE A MASTER METER;

in line 28, after “(3)” insert ““CO-OCCUPANT” MEANS TWO OR MORE ADULTS WHO OCCUPY THE SAME DWELLING UNIT AS THEIR PRIMARY DOMICILE OR LEGAL RESIDENCE WITHIN THE STATE.”

(4);

and strike beginning with the colon in line 29 down through “RENTS” in line 32 and substitute “LEASES”.

On page 3, in lines 1, 4, and 7, strike “(4)”, “(5)”, and “(6)”, respectively, and substitute “(5)”, “(6)”, and “(7)”, respectively; strike beginning with “RENTS” in line 2 down through “PROVIDER” in line 3 and substitute “;”

(I) HAS A VALID ORAL OR WRITTEN LEASE TO RESIDE IN THE AFFECTED DWELLING UNIT; AND

(II) IS NOT A CO-OCCUPANT WITH THE LANDLORD IN THE AFFECTED DWELLING UNIT;

in lines 4 and 8, in each instance, strike the first comma and substitute “OR”; in the same lines, in each instance, strike “, OR WATER”; in line 5, strike “BY A PUBLIC SERVICE COMPANY”; in line 6, after “UNIT” insert “BY A PUBLIC SERVICE COMPANY THAT IS REGULATED BY THE COMMISSION”; in line 8, after “THAT” insert “:

(I)”;

and in the same line, after “SERVICE” insert “; AND

(II) IS REGULATED BY THE COMMISSION”.

AMENDMENT NO. 3

On page 3, in line 9, strike “(B) (1) A TENANT MAY” and substitute “(C) IF UTILITY SERVICE AT AN AFFECTED DWELLING UNIT IS SUBJECT TO THE THREAT OF TERMINATION OR ACTUAL TERMINATION, A TENANT RESIDING IN THE AFFECTED DWELLING UNIT”; in line 10, strike “(I)” and substitute “(1)”; strike beginning with “PREVENT” in line 10 down through “TENANT” in line 13 and substitute “MAY APPLY FOR A NEW UTILITY SERVICE ACCOUNT IN THE TENANT’S NAME”; in line 13, strike “OR” and substitute “AND”; strike in their entirety lines 14 through 16, inclusive; strike beginning with “IF” in line 17 down through “TENANT” in line 18; and strike beginning with “PREVIOUS” in line 18 down through “RECONNECTION” in line 19; in line 21, strike “(C) (1) IF A TENANT TAKES ACTION” and substitute “(D)(1) SUBJECT TO PARAGRAPHS (2) AND (3) OF THIS SUBSECTION, WHEN A TENANT APPLIES FOR A NEW UTILITY SERVICE ACCOUNT”; in the same line, strike “(B)” and substitute “(C)(1)”; in line 24, after “TENANT” insert “IF THE TENANT MEETS THE REQUIREMENTS OF ALL APPLICABLE LAWS, REGULATIONS, AND TARIFFS”; in line 25, after “(2)” insert “A UTILITY SERVICE PROVIDER MAY, IN ACCORDANCE WITH APPLICABLE LAWS, REGULATIONS, AND TARIFFS, REQUIRE A TENANT TO PAY A DEPOSIT AND PAST DUE BALANCES

(Over)

FROM PREVIOUS ACCOUNTS IN THE TENANT'S NAME BEFORE ESTABLISHING A NEW UTILITY SERVICE ACCOUNT IN THE TENANT'S NAME.

(3)”;

in line 26, strike “LIMIT” and substitute “CONDITION”; strike beginning with “RIGHT” in line 26 down through “A” in line 28 and substitute “ABILITY TO ESTABLISH A NEW UTILITY SERVICE ACCOUNT IN THE TENANT'S NAME BECAUSE OF ARREARAGES ON THE”; in line 28, strike “PAST DUE”; and strike beginning with the first “OR” in line 28 down through “LANDLORD” in line 29.

AMENDMENT NO. 4

On pages 3 and 4, strike beginning with “(D)” in line 30 on page 3 down through “SHALL” in line 9 on page 4 and substitute “(E) NOTWITHSTANDING ANY OTHER LAW GOVERNING THE PROTECTION OF CUSTOMER INFORMATION, IF THE BILLING ADDRESS FOR A UTILITY SERVICE ACCOUNT IS DIFFERENT FROM THE SERVICE ADDRESS FOR THE SAME UTILITY SERVICE ACCOUNT AND A UTILITY SERVICE PROVIDER SENDS A TERMINATION NOTICE TO THE BILLING ADDRESS, THE UTILITY SERVICE PROVIDER SHALL:

(1)”.

On page 4, in line 9, after “SEND A” insert “TERMINATION”; in line 10, after “NOTICE” insert “TO THE SERVICE ADDRESS”; in the same line, after “MAIL” insert “OR POST A TERMINATION NOTICE IN A CONSPICUOUS LOCATION AT THE SERVICE ADDRESS AT LEAST 14 DAYS BEFORE TERMINATING UTILITY SERVICE”; strike beginning with “IF” in line 10 down through the period in line 14 and substitute a semicolon; strike beginning with “THE” in line 15 down through the period in line 17 and substitute “ENSURE THAT THE NOTICE CONTAINS:

(I) THE EARLIEST DATE THAT SERVICE WILL BE TERMINATED; AND

(II) THE TELEPHONE NUMBER THE TENANT MAY CALL TO OBTAIN FURTHER INFORMATION;

in line 18, strike “**THE UTILITY SERVICE PROVIDER SHALL**”; strike beginning with the first “**THE**” in line 19 down through “**TO**” in line 20; strike beginning with “**IF**” in line 20 down through the period in line 21 and substitute “**; AND**”; strike beginning with “**THE**” in line 22 down through “**STATE,**” in line 23 and substitute “**ENCLOSE THE NOTICE IN AN ENVELOPE THAT STATES**”; in line 24, after “**TO**” insert “**ALL**”; and in line 25, strike “**SHUT-OFF**” and substitute “**TERMINATION**”.

On pages 4 and 5, strike in their entirety the lines beginning with line 26 on page 4 through line 11 on page 5, inclusive.

AMENDMENT NO. 5

On page 5, in line 12, strike “**(G)**” and substitute “**(F)**”; in the same line, strike “**MAILING**” and substitute “**BILLING**”; in the same line, strike “**OF THE AFFECTED DWELLING UNIT**” and substitute “**FOR A UTILITY SERVICE ACCOUNT**”; in line 13, strike “**BILLING**” and substitute “**SERVICE**”; in the same line, after “**ADDRESS**” insert “**FOR THE SAME UTILITY SERVICE ACCOUNT**”; strike beginning with “**HAS**” in line 13 down through “**PROPERTY**” in line 14 and substitute “**SENDS A TERMINATION NOTICE**”; in line 15, strike “**OF TERMINATION**”; strike beginning with the colon in line 15 down through “**(2)**” in line 18; in line 20, after “**TO**” insert “**ALL**”; and in line 21, strike “**SHUT-OFF**” and substitute “**TERMINATION**”; in line 22, strike “**(H)**” and substitute “**(G)**”; and strike beginning with “**TENANT’S**” in line 22 down through “**LEASE**” in line 23 and substitute “**TENANT MAY DEDUCT FROM RENT DUE TO A LANDLORD THE AMOUNT OF PAYMENTS MADE TO A UTILITY SERVICE PROVIDER IN ACCORDANCE WITH § 8-212.3 OF THE REAL PROPERTY ARTICLE.**”

(Over)

(H) IN A RATE PROCEEDING FILED UNDER TITLE 4, SUBTITLE 2 OF THIS ARTICLE, THE COMMISSION SHALL AUTHORIZE THE FULL AND TIMELY COST RECOVERY OF A UTILITY SERVICE PROVIDER'S PRUDENTLY INCURRED COSTS ARISING FROM ITS OBLIGATIONS UNDER THIS SECTION".

AMENDMENT NO. 6

On page 5, after line 24, insert:

"8-212.3.

(A) (1) IN THIS SECTION THE FOLLOWING WORDS HAVE THE MEANINGS INDICATED.

(2) "AFFECTED DWELLING UNIT" HAS THE MEANING STATED IN § 7-309 OF THE PUBLIC UTILITIES ARTICLE.

(3) "LANDLORD" HAS THE MEANING STATED IN § 7-309 OF THE PUBLIC UTILITIES ARTICLE.

(4) "TENANT" HAS THE MEANING STATED IN § 7-309 OF THE PUBLIC UTILITIES ARTICLE.

(5) "UTILITY SERVICE" HAS THE MEANING STATED IN § 7-309 OF THE PUBLIC UTILITIES ARTICLE.

(6) "UTILITY SERVICE PROVIDER" HAS THE MEANING STATED IN § 7-309 OF THE PUBLIC UTILITIES ARTICLE.

(B) A TENANT MAY DEDUCT FROM RENT DUE TO A LANDLORD THE AMOUNT OF PAYMENTS MADE TO A UTILITY SERVICE PROVIDER FOR UTILITY SERVICE IF:

(1) AN ORAL OR WRITTEN LEASE FOR AN AFFECTED DWELLING UNIT REQUIRES THE LANDLORD TO PAY THE UTILITY BILL; AND

(2) (I) THE TENANT PAYS ALL OR PART OF THE UTILITY BILL, INCLUDING PAYMENTS MADE ON A NEW UTILITY SERVICE ACCOUNT; OR

(II) THE TENANT PAYS ANY SECURITY DEPOSIT REQUIRED TO OBTAIN A NEW UTILITY SERVICE ACCOUNT.

(C) A TENANT'S RIGHTS UNDER THIS SECTION MAY NOT BE WAIVED IN ANY LEASE."

On page 6, in line 24, strike "October 1, 2013" and substitute "January 1, 2014".