

PA 11-106

HB6233

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**H – 1093**

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**PROCEEDINGS  
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DEPUTY SPEAKER ORANGE:

Thank you, Mr. Clerk. The bill passes as amended.

Will the Clerk please call Calendar Number 34.

THE CLERK:

On page 5, Calendar 34, substitute for House Bill Number 6233, AN ACT CONCERNING PAYMENT FOR REPAIR OR REMEDIATION FOLLOWING A COVERED LOSS UNDER A PERSONAL OR COMMERCIAL RISK POLICY, favorable report of the Committee on Insurance and Real Estate.

DEPUTY SPEAKER ORANGE:

Representative Megna, you have the floor, sir.

REP. MEGNA (97th):

Thank you, Madam Speaker.

Madam Speaker, I move acceptance of the joint committee's favorable report and passage of the bill.

DEPUTY SPEAKER ORANGE:

The question is acceptance of the joint committee's favorable report and passage of the bill.

Will you remark?

Representative Megna.

REP. MEGNA (97th):

Thank you, Madam Speaker.

Madam Speaker, several years ago this Legislature passed a law that required cleaning and remediation companies to give a written notice to homeowners and commercial property owners when they are going out there to do work in pursuit of work as a result of an insurance claim.

Since then we've seen very little creation of these written scopes and estimations of work. And what the cleaning and remediation companies have been doing and have -- has been having property owners or insureds sign a simple authorization direction for payment, which has no description of the work to be undertaken or the cost of that work to be undertaken.

And in that direction to pay it authorizes the --

REP. CAFERO (142nd):

Madam Speaker.

DEPUTY SPEAKER ORANGE:

Representative Cafero, for what purpose do you rise, sir?

REP. CAFERO (142nd):

Madam Speaker, I can't even hear the proponent of the bill. I can't hear what he's saying. And I just

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ask if you would just sort of bring the Chamber to order.

Thank you.

DEPUTY SPEAKER ORANGE:

Thank you.

Wow. That worked, Larry.

The distinguished Minority Leader is having difficulty listening to the debate, so if you would take your conversations outside it would be much appreciated.

Representative Megna.

REP. MEGNA (97th):

Thank you, Madam Speaker. I'll start from the beginning once, again.

Several years ago this Chamber adopted legislation that would require repair, remediation and cleaning companies to give written notice of the scope of work and the price of work to be completed when they're pursuing homeowners or commercial property owners after an insurance claim.

The legislation was adopted and what it essentially required is a simple written notice. It could be one line, two lines, a full-page; just a notice to the owner that this work is going to be done and this is the estimated total cost of the work.

The reason why we required that is because these individuals don't really know what type of insurance coverage a homeowner may have, how much insurance coverage a homeowner may have and the homeowner is entitled to know what work is going to be done. And quite often the work that's being done is for a loss that isn't even covered under the policy.

So we created this piece of legislation maybe six years ago or so. Since then very few of these companies have abided by that law and provided notice. What is simply done is a direction to pay. A one-page instrument is signed by the homeowner or the commercial property owner directing the proceeds of the insurance policy to go to these individuals.

And if there is no insurance proceeds, that the individual will pay whatever the cost is, whatever the cost is determined by this individual, and maybe the insurance company or by the individual themselves.

If we go to the judicial website at any moment and we plug in some of the major remediation companies you will see hundreds and hundreds of small claims actions against homeowners where the judgment is in favor of the payment simply because of this one-page document that individuals have signed and lots of times it's

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signed under duress.

So what this bill does, Madam Speaker, is it goes one step further and tells these individuals that one-page, that direction to pay is ineffective unless you give, that homeowner, that property owner a written scope of loss and estimate of the cost of that work to be done, remediation or cleaning work pursuant to an insurance claim.

Madam Speaker, the Clerk is in possession of LCO 4762. I ask that it be called and I be permitted to summarize.

DEPUTY SPEAKER ORANGE:

Will the Clerk please call LCO Number 4762, which will be designated House Amendment Schedule "A."

THE CLERK:

LCO Number 4762, House "A," offered by  
Representatives Megna, Aresimowicz and Olson.

DEPUTY SPEAKER ORANGE:

The Representative seeks leave of the Chamber to summarize the amendment. Is there objection to summarization? Is there objection? Hearing none, Representative Megna, you have the floor, sir.

REP. MEGNA (97th):

Thank you, Madam Speaker.

What this amendment does is it clarifies that this will apply to losses that occur after the effective date of this legislation. I move its adoption.

DEPUTY SPEAKER ORANGE:

The question before the Chamber is on adoption of House Amendment Schedule "A." Will you remark further on the amendment?

All those in favor of House Amendment Schedule "A" -- oh, I'm sorry.

Representative Cafero, you have the floor, sir.

REP. CAFERO (142nd):

Thank you, Madam Chair. Madam Chair -- or Madam Speaker, forgive me.

Madam Speaker, I certainly understand the amendment before us. It's a change of date. But in order for me to properly decide as to whether or not I concur with the change of date I have to reference the underlying bill.

So with your permission, through you, I'd like to ask some questions of Representative Megna.

DEPUTY SPEAKER ORANGE:

Certainly, sir. You have the floor.

REP. CAFERO (142nd):

Thank you.

Through you, Madam Chair, Representative Megna, forgive me because I -- certainly, insurance is not my bailiwick, but I'm trying to understand this.

Let us assume by hypothetical that I suffer fire damage in my home. And let us assume an agency or a business I call in to help me or to clean up that fire damage. Under the current law that's going to be amended by the underlying bill and then again by this amendment, what is the process that you described in that hypothetical?

Through you, Madam Speaker.

DEPUTY SPEAKER ORANGE:

Representative Megna.

REP. MEGNA (97th):

Through you, Madam Speaker, under existing law the individual, the person that's there pursuant to this insurance claim is supposed to give you as a homeowner a written notice of the scope, estimated scope and the estimated cost of the work that's going to be undertaken at your home.

Through you, Madam Speaker.

DEPUTY SPEAKER ORANGE:

Representative Cafero.

REP. CAFERO (142nd):

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So through you, Madam Speaker, I have this fire, I'm all concerned. I call, you know, the Acme Company. They clean up fire damage. Take come in. They look it over and they say, you know, if you want us to fix what you want fixed here, my friend, it's going to cost you approximately a thousand dollars. That's current law. After they tell me that, under current law, then what happens?

Through you, Madam Speaker.

DEPUTY SPEAKER ORANGE:

Representative Megna.

REP. MEGNA (97th):

They -- I'm assuming they would commence the work on your property.

Through you, Madam Speaker.

DEPUTY SPEAKER ORANGE:

Representative Cafero.

REP. CAFERO (142nd):

And through you, Madam Speaker, does that -- I guess what I'm asking is, does the limits or terms of the insurance, homeowner's insurance policy that's in question here, does that come into play in the interaction that I just described in my hypothetical?

In other words, does the person, the Acme Company

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in my hypothetical, say, by the way we'll do it for a thousand dollars, but your insurance company only covers up to \$500 -- or you have a thousand-dollar deductible or whatever the case might be? Are they obligated under current law to have any knowledge of what your insurance policy does or does not have?

Through you, Madam Speaker.

DEPUTY SPEAKER ORANGE:

Representative Megna.

REP. MEGNA (97th):

Through you, Madam Speaker, are you asking me if the repair person has any obligation to have knowledge of the policy of the homeowner?

DEPUTY SPEAKER ORANGE:

Representative Cafero.

REP. CAFERO (142nd):

Yes, although I think I know the answer to that. Or in the contrast, does -- in that interaction, is it solely the responsibility of the homeowner to know his or her policy limits so that when they are interacting with this service provider, they know what they're getting into?

Through you, Madam Speaker.

DEPUTY SPEAKER ORANGE:

Representative Megna.

REP. MEGNA (97th):

The intent -- well, partly the intent of the existing law is to give that homeowner notice and knowledge of what procedures are going to be done and what the estimated cost is.

And assuming the homeowner has knowledge about their insurance company, whether or not it's covered and whether or not the price is also reasonable, too. That gives that homeowner an opportunity to determine whether or not that work is reasonable, the cost of that work is reasonable.

DEPUTY SPEAKER ORANGE:

Representative Cafero.

REP. CAFERO (142nd):

Thank you.

Through you, Madam Speaker, again going through my hypothetical. So in my hypothetical I could say, oh, a thousand dollars. That sounds reasonable. Can you start Monday? We're really anxious to get started here, and sign a contract with that service provider? Or one consumer might say, well, thank you very much. I'm going to go ask three other companies because I want to make sure I'm getting the best price.

Under current law is that the current responsibility of the owner?

Through you, Madam Speaker.

DEPUTY SPEAKER ORANGE:

Representative Megna.

REP. MEGNA (97th):

I think what you're -- are you asking me about the responsibility under the contract of insurance?

Through you, Madam Speaker.

DEPUTY SPEAKER ORANGE:

Representative Cafero.

REP. CAFERO (142nd):

Through you, Madam Speaker, not really. I'm just trying to figure out how this happens in real life. Like I had a fire. I call in this -- the Acme Company, in my antithetical. You know, I want you to clean this fire damage up. What's it going to cost? I figure it will cost you about a thousand bucks. That's what I'll charge you.

Now at that point, under current law, I as the consumer can say, thank you very much. I'm going to call some other companies, get some comparable estimates. Or I could say, hey, start tomorrow. Let's, you know, you're hired.

Am I accurate that that's the way it could go down under current law?

Through you, Madam Speaker.

DEPUTY SPEAKER ORANGE:

Representative Megna.

REP. MEGNA (97th):

You could actually -- I would imagine you could hire that individual immediately. Under the contract of insurance, in terms of fire, you're -- you have an obligation or a contractual obligation to mitigate the damages to your home.

So when you -- when Representative Cafero mentions going out shopping, if it's remediation or something that needs to be done in an emergency, you have to keep that in mind that you have an obligation to mitigate the damages to your property.

And I'd also like to point out, through you, Madam Speaker, that there's actually another law in the books called the home solicitation act that may come into play and may require different documents to be put forward if it's a homeowner -- or a fire loss with a remediation company, too.

Through you, Madam Speaker.

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Representative Cafero.

REP. CAFERO (142nd):

Thank you.

And through you, Madam Speaker, if the underlying bill, which is amended by the amendment that's before us becomes law, how would this scenario that I just described be different?

Through you, Madam Speaker.

DEPUTY SPEAKER ORANGE:

Representative Megna.

REP. MEGNA (97th):

If we adopt this law it will empower that homeowner to argue that number that's put forward to them after the fact and having no knowledge of what was going to be charged by this vendor.

So literally, when these homeowners are pulled in because they question the value of that price that's being charged, when they're pulled into a small claims court, or maybe even a Superior Court, they will have the ability to argue that charges that were put forward to them after the fact, having no knowledge of what scope of work or what price was going to be charged.

Through you, Madam Speaker.

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Representative Cafero.

REP. CAFERO (142nd):

Thank you.

Through you, Madam Speaker, therein lies my confusion, Representative Megna, because what you said is under current law that Acme Company, in my hypothetical, has an obligation to come in and say; what you're asking me to do, homeowner, and is X, Y, and Z. And the scope of the work that will take place will cost you about a thousand dollars.

Now if I find that too high under current law I could say, a thousand dollars. Come on. Give me a break. And we could haggle over the price. And maybe he's says, all right. It will be 800 bucks. What is different about --

And by the way, if he submits a bill after he's -- after the fact, as you put it, for \$2,000 and sues me because I didn't pay him, I could go in and say, wait a minute. When this guy came in he said he was going to do the work for \$800.

I said I agreed to do it and we signed a piece of paper and he's suing me now for 2,000 bucks. What's different? What does this underlying bill, as amended by this amendment, how does it change that, that

interaction, that scenario, that defense?

Through you, Madam Speaker.

DEPUTY SPEAKER ORANGE:

Representative Megna.

REP. MEGNA (97th):

Through you, Madam Speaker.

Was there a written notice of this \$800 charge that you're referencing to, Representative Cafero?

Through you, Madam Speaker.

DEPUTY SPEAKER ORANGE:

Representative Cafero.

REP. CAFERO (142nd):

Forgive me, Madam Speaker. I was distracted.

Could he repeat the question?

Through you, Madam Speaker.

DEPUTY SPEAKER ORANGE:

Representative Megna.

REP. MEGNA (97th):

What I'm asking is, in your scenario that you're talking about, Representative Cafero, does -- have you received a written notice from this vendor that they're going to do XYZ work at the cost of \$800?

Through you, Madam Speaker.

DEPUTY SPEAKER ORANGE:

Representative Cafero.

REP. CAFERO (142nd):

Well, through you, Madam Speaker, my hypothetical, I'm going by what you told me, Representative Megna, is the current law. You said that a few years ago we as a Legislature, for the protection of consumers, required that that serviceperson -- in my hypothetical the Acme Company -- must give a scope of work and a price before they're hired.

So to that end, under current law, yes. They would have given me that. They have to under current law. And I guess what we're being told is that this bill, as amended by the amendment that's before us, will give additional protections to the consumer. And I'm trying to figure out what the additional protection is, because our current law requires the Acme Company to tell me the scope of the work and the price it's going to cost. So what does this new law do that the old one didn't?

Through you, Madam Speaker.

DEPUTY SPEAKER ORANGE:

Representative Megna.

REP. MEGNA (97th):

Under the old law in the absence of the scope and written notice, magistrates are awarding payments to the plaintiff or the remediation company just for the mere fact that a direction to pay was signed.

So many of these companies are not abiding by the current law and providing a scope of work and written estimate to be completed prior to commencement of the work.

Through you, Madam Speaker, this will empower that homeowner, that property owner to argue those charges if they have not been given notice under current law.

Through you, Madam Speaker.

DEPUTY SPEAKER ORANGE:

Representative Cafero.

REP. CAFERO (142nd):

Thank you, Madam Speaker.

Now I'm really confused, because I guess you're telling me that the current law does what I hoped it would do, what you said it would do. But for whatever reason, there's magistrates out there that are ignoring the law or service providers that are ignoring the law.

The question is, I'm not so sure that the law is wrong, it's the way it's being administered is wrong. And therefore, I assume in good faith that the deal is

to strengthen the law so it's not ignored, but in strengthening the law so it's not ignored are we focusing on the wrong issue here? In other words, are we making this more difficult than to just say, follow the law that's currently there?

If you're going to do work and expect to be compensated for it by a combination of an insurance company's proceeds and the homeowner's hard-earned money, then you have to keep a scope of work with an estimate of what it's going to cost. Should you not do that and you subsequently argue that the customer owes me 2,000 bucks more than what it should have cost, it would seem that our current laws says, shame on you Acme Company. You're not going to get the money. And what you're telling me is, yes, Cafero, it should work that way, but unfortunately it's not working that way. I get you so far.

So then the question is, how do we correct the problem? And what I don't understand is by making this other law, which sort of says, we really mean it this time, what's going to prevent that magistrate or that service provider from doing what you claim they're doing under current law?

Through you, Madam Speaker.

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DEPUTY SPEAKER ORANGE:

Representative Megna.

REP. MEGNA (97th):

What will occur if this becomes law, what will, hopefully what will happen is this law will make that one page direction to pay ineffective in that courtroom, which will give the ability to that homeowner or property owner to have some say in what those charges are after-the-fact, if any. It's much similar or very similar to the home improvement act or actually even the home solicitation act.

Through you, Madam Speaker.

DEPUTY SPEAKER ORANGE:

Representative Cafero.

REP. CAFERO (142nd):

Thank you, Madam Speaker.

Madam Speaker, and I don't want to take more of the chamber's time, but I've got to tell you, I'm befuddled. Because what we're saying here is that we've asked under current law that this service provider just doesn't make up a price, just doesn't make up a scope of work. Our law today as we sit here says, service provider, you have to give written notice as to the scope of work and how much it's going to cost.

We have also been told today that unfortunately, in the administration of these things or the litigation over these things that we require in the law, magistrates are ignoring it. So what we're saying to fix the problem is, that sheet we once required you to do is now meaningless. We can ignore it and it allows the homeowner to argue the point in court, presupposing that armed with the document we currently require they're not able to argue the point in court.

Now I've been a lawyer for close to 30 years. I don't get that one. If I have as exhibit A the scope of work given to me by the service provider for \$800 and this guy is charging me \$2,000, I'm going to say, excuse me, your Honor, magistrate, or whoever the heck is dealing with this thing, this guy said it was going to cost 800 bucks and he's charging me 2,000 bucks.

Now to my knowledge, in no court that I know of will the judge say, that document is irrelevant. You win the case, Mr. service contractor. I don't get that.

So to fix the problem we're now going to say, that document you had that you used to be required -- is meaningless. Argue the case. I'd be afraid that now I have a law that specifically states the one thing I

had as a consumer is meaningless.

Now I'm even more susceptible as the homeowner to arguments by the service provider that I owed them the 2,000 bucks. If we have a problem and we do this often in this Chamber, if we have a problem let's fix the problem. Let's not create another problem. And again, I can stand corrected here, but just simple logic and common sense says to me, I don't get this one.

So I'm interested to hear the rest of the debate, because this makes absolutely no sense to me. And I'm hoping I have that ah-ha moment when somebody stands up and says, no, Cafero, you're not getting it. This is the way it goes. But so far, and with all due respect to the Chair who I have enormous respect for, I'm not getting it. I don't know if other people are with me, but I'm not getting it.

Thank you, Madam Speaker.

DEPUTY SPEAKER ORANGE:

Thank you, sir.

And I would like to remind the Chamber that we are on amendment, House Amendment Schedule "A."

And would you care to remark further on House "A?" If not, let me try your minds. All in favor, please signify by saying, aye.

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REPRESENTATIVES:

Aye.

DEPUTY SPEAKER ORANGE:

All those opposed, nay.

REPRESENTATIVES:

Nay.

DEPUTY SPEAKER ORANGE:

The ayes have it. House amendment "A" is adopted.

Will you care to remark further on the bill as amended?

Representative Megna.

REP. MEGNA (97th):

Actually, Madam Speaker, I don't know if I'm out of order, but I wanted to respond one more time to Representative Cafero's scenario.

Can I still address Representative Cafero's scenario?

DEPUTY SPEAKER ORANGE:

I believe you can address the bill as amended, sir.

REP. MEGNA (97th):

Okay. All right.

When -- in a situation when somebody has provided an \$800 estimate, that authorization would be effective. The authorization would be ineffective in

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the event no estimate, no scope of loss was provided to the insured.

Thank you, Madam Speaker.

DEPUTY SPEAKER ORANGE:

Thank you, sir.

Will you care to mark on the bill as amended?

Representative O'Neill, you have the floor, sir.

REP. O'NEILL (69th):

Yes. Thank you, Madam Speaker.

Earlier in the discussion between the chair of the committee and the Minority Leader, a mention was made of the home solicitation sales act and how it might have a bearing on the piece of legislation before us at this point in time. And also the home improvement contractor act, which is more directly relevant in terms of the substance of what we're talking about here, although the home solicitation sales acts sets out all of the rules and procedures that would affect these kinds of contracts.

Mention was made about if one were to look at the judicial website and punch in the name of these remediation companies that you would find dozens and dozens of cases where people are losing cases against the remediation companies because the magistrate are

ruling on the basis of a one line statement saying, I agree to pay for this. And there's no further explanation as to what the 'this' is, what the contract called for, what the scope of the work was, what the price of the work was or any of that sort of thing.

So I guess the first question I would ask is, was there testimony on this bill in which homeowners who were affected by this came and testified that that was all that they had? Or did their testimony also include that there were home solicitation sales act contracts that complied with all the requirements of such a contract and home-improvement contracts that dealt with this subject area?

Were these cases ones that actually involved home solicitation sales act and home improvement contractor act issues?

Through you, Madam Speaker.

DEPUTY SPEAKER ORANGE:

Representative Megna.

REP. MEGNA (97th):

I'm sorry, Madam Speaker. I couldn't hear him. Could you ask him to repeat the question one more time, please?

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Thank you. Hold on.

The gentlemen that are debating at the current time are having difficulty hearing one another. So once again, I remind you to take your conversations out of the House Chamber.

Representative O'Neill has asked that Representative Megna repeat his statement.

REP. O'NEILL (69th):

Actually, I think it was Representative -- the Chair of the committee asking me to repeat my question.

DEPUTY SPEAKER ORANGE:

Oh, okay. I'm sorry. Then Representative O'Neill, you have the floor, sir.

REP. O'NEILL (69th):

Thank you. I'll try to be a little simpler so it won't take as long to state the question.

Are the -- was there testimony by homeowners regarding these cases that were being lost in the small claims court or in front of the magistrates, that these cases involved the home solicitation sales act and home improvement contractor act contracts?

Were those the kinds of contracts? Were there other documents besides these one line statements that are referred to in the bill? Were there home

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solicitation sales act contracts and home-improvement contractor contracts involved in the cases that people were losing that the Chair referred to?

Through you, Madam Speaker.

DEPUTY SPEAKER ORANGE:

Representative Megna.

REP. MEGNA (97th):

No. I don't believe so.

Through you, Madam Speaker.

DEPUTY SPEAKER ORANGE:

Representative O'Neill.

REP. O'NEILL (69th):

Okay. Was there testimony that people were going to court in front of these magistrates and they were saying, I don't want to pay this? This was not told to me. I wasn't informed by this person before the work was done what it was going to cost, the scope of work, that sort of thing? And all that was shown to the magistrate was a one line piece of paper that said to direct this payment or that it was okay to make this payment?

Through you, Madam Speaker.

DEPUTY SPEAKER ORANGE:

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REP. MEGNA (97th):

In front of the committee, no.

Through you, Madam Speaker.

DEPUTY SPEAKER ORANGE:

Representative O'Neill.

REP. O'NEILL (69th):

Okay. Thank you, Madam Speaker.

See, I'm having a hard time understanding how this is happening, because much more, much worse than any kind of issue about directing insurance payments and homeowners being hit up for whatever was not covered by the insurance policy, it sounds like the magistrates, from what's being described, are completely ignoring the home solicitation sales act which has extensive requirements: a three-day right of rescission, requirements for the amount of the pointage, of the type, a document that allows for a recession -- has to have detailed explanation as to what the work is going to be, what the price is going to be, has to have signatures by homeowners on the document indicating that they have been given all this information.

And then the home-improvement contractor act which details again, all the types of work that are

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covered and has exclusions that are quite limited as to what's excluded from the home improvement contractor act. So I'm having a hard time understanding how the one-line statement about insurance is being used by the magistrates to grant judgments in favor of these remediation firms.

So was there some kind of explanation or testimony in front of the committee as to how this is happening in court?

Through you, Madam Speaker.

DEPUTY SPEAKER ORANGE:

Representative Megna.

REP. MEGNA (97th):

Through you, Madam Speaker to Representative O'Neill, I don't believe these individuals fall under the home-improvement act, because they're cleaning and remediation companies, number 1. So I don't think that would apply to them.

This also applies to commercial property, so with regard to the home solicitation act, I believe with regard to homeowners the only item in there is waiving the three-day right to rescind in their handwriting. So the home-improvement act will not -- I believe do not cover these individuals. And the home

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solicitation act is very limited.

Through you, Madam Speaker.

DEPUTY SPEAKER ORANGE:

Representative O'Neill.

REP. O'NEILL (69th):

Well, I guess it had not been my experience either representing contractors or representing homeowners that the home solicitation sales act is limited. I understand it does not apply to a commercial transaction because it is, as it says in its title, related to homes.

I don't see -- although I gather there must have been some kind of indication that the home improvement contractor act doesn't apply to these cases. And again, home improvement contractor would not apply to a commercial one, but the exclusions from the home improvement contractor act do not cover the remediation, as far as I can see looking at the statute.

So if I could ask, what is the basis for the chair's statement that the home improvement contractor law does not cover these cleanup services, these remediation contractors?

Through you, Madam Speaker.

DEPUTY SPEAKER ORANGE:

Representative Megna.

REP. MEGNA (97th):

Through you, Madam Speaker, I believe they're not under the definition of home improvement contractors.

DEPUTY SPEAKER ORANGE:

Representative O'Neill.

REP. O'NEILL (69th):

Okay. Was that some sort of advisory by the lawyers at LCO?

Through you, Madam Speaker.

DEPUTY SPEAKER ORANGE:

Representative Megna.

REP. MEGNA (97th):

I believe so and I believe that in the original actually -- the original language references the home-improvement act. Through you, Madam Speaker.

DEPUTY SPEAKER ORANGE:

Representative O'Neill.

REP. O'NEILL (69th):

Through you, Madam Speaker, does -- when the chair is referring to the original language, is he talking about the proposed bill and not the file copy?

Through you, Madam Speaker.

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Representative Megna.

REP. MEGNA (97th):

Through you, Madam Speaker, I believe when it references chapter 400, I believe that's the home solicitation act.

Through you, Madam Speaker.

DEPUTY SPEAKER ORANGE:

Representative O'Neill.

REP. O'NEILL (69th):

Okay. Thank you, Madam Speaker.

Well, at this point in time I think I'll end my questioning. Thank you.

DEPUTY SPEAKER ORANGE:

Thank you, sir.

Will you can remark on the bill as amended?

Representative Sampson of the 80th, you have the floor, sir.

REP. SAMPSON (80th):

Thank you. Thank you, Madam Speaker.

Through you, Madam Speaker, I have a question for the proponent of this bill.

Representative Megna, when we were in committee there were a couple of -- notwithstanding the other discussion that have come up on this thing -- one of

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the concerns that we addressed was whether or not we were going to cause an implication for a claimant in an insurance claim that would say that they have coverage when the insurance company really is the one that's going to make that final decision by making them sign some agreement at the time of the loss.

And I know that we talked in committee about somehow adding some language to this written document that it would make it clear to that claimant that the ultimate decision on whether coverage was enforced was up to the insurance company. I'm just curious to know if the amendment contains anything to that effect.

Through you, Madam Speaker.

DEPUTY SPEAKER ORANGE:

Thank you, Representative Sampson.

Representative Sharkey, for what purpose do you rise, sir?

REP. SHARKEY (88th):

Madam Speaker, I move that we pass this item temporarily.

DEPUTY SPEAKER ORANGE:

The motion before us is the pass temporarily this bill. Is there objection? Is there objection?

Seeing none, the bill is passed temporarily.

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**CONNECTICUT  
GENERAL ASSEMBLY  
HOUSE**

**PROCEEDINGS  
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1040 – 1385**

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HOUSE OF REPRESENTATIVES

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April 27, 2011

THE CLERK:

On page 3, Calendar 34, Substitute for House Bill Number 6233, AN ACT CONCERNING PAYMENT FOR REPAIR OR REMEDIATION FOLLOWING A COVERED LOSS UNDER A PERSONAL OR COMMERCIAL RISK POLICY. It's amended by House Amendment Schedule "A," which was adopted March 16, 2011, a favorable report of the Committee on Insurance and Real Estate.

DEPUTY SPEAKER RYAN:

Representative Megna.

REP. MEGNA (97th):

Thank you, Mr. Speaker.

Mr. Speaker, I move the committee's joint favorable report and passage of the bill.

DEPUTY SPEAKER RYAN:

The question is acceptance of the Joint Committee's favorable report and passage of the bill.

Will you remark?

REP. MEGNA (97th):

Yes, Mr. Speaker.

Previously this bill is an important consumer protection which empowers homeowners and business owners to not be -- to not sign over the benefits of their insurance policy, property insurance policy

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payments in the event of a loss without knowing what they're going under contract for only with respect remediation and cleaning companies.

Since we've met last, Mr. Speaker, we had worked out some of the language under the bill with my colleagues on the other side of the aisle. And with that, I'd like to ask that LCO 5112 be called and I be permitted to summarize.

DEPUTY SPEAKER RYAN:

Will the Clerk please call LCO 5112, which will be designated House Amendment, Schedule "B."

THE CLERK:

LCO Number 5112, House "B," offered by Representative Megna and Senator Crisco.

DEPUTY SPEAKER RYAN:

The Representative seeks leave of the Chamber to summarize the amendment. Is there objection to summarization? Is there objection? Hearing none, Representative Megna, you may proceed with summarization.

REP. MEGNA (97th):

Thank you, Mr. Speaker.

With respect to Subparagraph A, this amendment makes technical changes really just in changing really

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valid or unenforceable to void any contract is void without -- in the absence of an estimate or scope of loss -- scope of repairs to be completed. And it also strikes Sub B, which previously required that the insurer not authorize payment.

The crux of the bill is important. It's a consumer protection, and we felt that there's really no need to burden the insurer with Subparagraph B.

And with that, I move adoption of the amendment.

DEPUTY SPEAKER RYAN:

The question before the Chamber is adoption of House Amendment Schedule "B." Will you remark on the amendment?

Representative Coutu of the 47th.

REP. COUTU (47th):

Thank you, Mr. Speaker.

Mr. Speaker, this amendment was worked out with all interested parties. It strengthens the bill.

And thank you to the Chairman for his leadership to take initiative, and make sure this was acceptable to our parties.

Thank you, Mr. Chairman.

DEPUTY SPEAKER RYAN:

Thank you, Representative Coutu.

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Will you remark further on the amendment? Will you remark further on the amendment before us? If not, I will try your minds. All those in favor, please signify by saying, aye.

REPRESENTATIVES:

Aye.

DEPUTY SPEAKER RYAN:

All those opposed, nay.

The ayes have it and the amendment is adopted.

Will you remark further on the bill as amended?

Representative Coutu of the 47th.

REP. COUTU (47th):

Thank you, Mr. Speaker.

I just have one question. In the past the concern was if somebody was out of state or out of country and the process of them receiving this form, would there be any effect? Would it be able to follow through? Or what exactly would be the consequences if somebody is out of state? Does this improve that situation?

Through you, Mr. Speaker.

DEPUTY SPEAKER RYAN:

Representative Megna.

REP. MEGNA (97th):

Through you, Mr. Speaker.

Yes. And we worked that out originally in the committee by -- with the JFS language, removing the requirement for signature by the insured.

Through you, Mr. Speaker.

DEPUTY SPEAKER RYAN:

Representative Coutu.

REP. COUTU (47th):

Thank you, Mr. Speaker.

And once again, this piece of legislation was worked out with all interested members. And thank you to the Chairman for his leadership.

DEPUTY SPEAKER RYAN:

Will you remark further on the bill as amended?  
Will you remark further on the bill as amended? If not, will staff and guests please come to the well of the House. Will the members please take your seats. The machine will be open.

THE CLERK:

The House of Representatives is voting by roll call. Members to the chamber. The House is voting by roll call. Members to the chamber, please.

DEPUTY SPEAKER RYAN:

Have all members voted? Have all members voted?  
Will the members please check the board to determine

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if your vote is properly cast. If the members have voted, the machine will be locked and the Clerk will take a tally.

The Clerk will please announce the tally.

THE CLERK:

House Bill 6233 as amended by House Schedules "A" and "B."

Total Number voting	148
Necessary for adoption	75
Those voting Yea	148
Those voting Nay	0
Those absent and not voting	3

DEPUTY SPEAKER RYAN:

The bill as amended is passed.

Will the Chamber please stand at ease.

(Chamber at ease.)

DEPUTY SPEAKER RYAN:

Can I bring the Chamber back to order, please.

Representative Fritz, for what reason do you stand?

REP. FRITZ (90th):

For an introduction, Mr. Speaker.

**JOINT  
STANDING  
COMMITTEE  
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PART 2  
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**2011**

Therefore, if the request is made, we must make it.

REP. MEGNA: Shall is in -- in the event of coverage if there's coverage.

SUSAN GIACALONE: It's not read that way. It is not read that way. So if you add --

REP. MEGNA: Okay. So if we add the words "if coverage is in order," would it be more palatable?

SUSAN GIACALONE: I'd have to run it by my members and I have to reserve to see how it was written.

REP. MEGNA: Okay. Thank you very much.

Are there any other questions?

No. Thank you.

Stay there though, Susan. We've got a few others. I'm keeping you busy today.

SUSAN GIACALONE: Yes, you are.

REP. MEGNA: We'll move on to -- anybody else want to testify on 62 -- 6235?

Hearing nobody. We'll move onto 6233. First speaker and only speaker Susan Giacalone.

SUSAN GIACALONE: Again, for the record, my name is Susan Giacalone. I'm here on behalf of the Insurance Association of Connecticut in regards to House Bill 6233, AN ACT REQUIRING NOTICE TO INSURED FOR REPAIR OR REMEDIATION FOLLOWING A COVERED LOSS UNDER A PERSONAL OR COMMERCIAL POLICY.

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lk/gbr INSURANCE AND REAL ESTATE  
COMMITTEE

February 1, 2011  
1:00 P.M.

We support the concept contained in this, and that I think you're trying to protect an insured's interest by holding vendors accountable. However, the way this bill has been drafted -- and we had seen it several years ago something similar. It actually has some very, I think, dire unattended consequences.

It first would mandate that any repair order has to be signed by the insured. That's going to delay repairs from getting done. Maybe the insured is away on vacation and right now they could say, yeah, go ahead and start it. They have to now sign off on it. Because if you're a vendor, you're not going to get someone -- you're not going to start the work unless you get signature under the provisions of this Act.

It also could actually impede the contractual rights because the insured is on the obligation to mitigate their damages. If there's a delay, they may not be able to actual abide by those contractual provisions. It also can impede the insurer's statutory obligation to quickly settle claims or administer claims because now there's an inherent delay in having to get the signatures, and what if the insured doesn't want to sign it; now what happens?

Additionally, this provision makes the insured legally liable for the estimate because now it makes them binding upon the person. It says, okay, you signed the estimate, you're bound to the estimate requirement.

REP. MEGNA: Thank you.

SUSAN GIACALONE: Does that mean -- and then, just again, the requirement notice, it doesn't -- we oppose it.

REP. MEGNA: Susan, the contractual obligation is that of the property owner to mitigate any damages. And that money, anything coming under that policy is their money. Quite often these vendors come out and say sign this one form and we'll get paid by the insurance company, don't worry. They sign this form. Come to find out it's not covered under the policy, the loss, and there's a massive deductible or they're underinsured.

Now, the remediation company comes back and says, hey, listen, your insurance is not paying, you owe me \$10,000. And they say, listen, I didn't get any money here. What was this for, this work? It doesn't matter. You owe it to me now, you signed this document. They go to court, the judge rules for them. They have no knowledge of what kind of work, what the estimate is going to be. But remember that, the obligation isn't the insurer to mitigate, you can still deny it if they don't mitigate. The obligation is the person that has that piece of property. If you have a contract that says they have to mitigate.

One thing you did mention you talked about signature, if they're a way and Uncle Joe sees the house burning, and Uncle Joe needs to sign to have the place tarped or cleaned up or something to mitigate the damages. I could understand that one situation that you're talking about there.

But the obligation is the property owner, not the carrier. And often they're underinsured. And that cleaning company may come in and

scoff up that whole \$50,000 coverage, and they may not get a dime for the loss of their property because they signed a document that didn't tell them what work was going to be done or what the cost of that work was going to be. And that's why that bill is in front of you.

But I know there's another aspect of that bill too, about the notice on the declaration sheet. If you want to make a comment on that, that's fine.

SUSAN GIACALONE: I'd like to actually respond to what you just said and make a new comment.

REP. MEGNA: Sure.

SUSAN GIACALONE: I think the bill does exactly what you're saying you don't want it to do, because it's saying -- the bill says that you're going to be legally responsible once you sign off on the estimate. So it's encompassing that very situation what you're -- you're describing that you want to avoid. Because the estimate -- because right now the language --

REP. MEGNA: But that's okay, they have knowledge of what they're going to have to pay and what work is going to be done. That's just like under the Home Improvement Statute or the -- or the Home Solicitation Act. At least they have a document that says you're going to be liable for this amount of money and this work is going to be completed.

SUSAN GIACALONE: But -- but that's --

REP. MEGNA: It's notice.

SUSAN GIACALONE: I guess I'm confused because I don't think this changes anything currently in practice. The statute -- what you adopted a couple years ago actually provided to make sure that they were getting that knowledge of what was being done.

REP. MEGNA: Yes.

SUSAN GIACALONE: This goes back now and says not only are you getting the knowledge of what I'm doing, you have to sign off on it. And that makes you legally bound by what you're signing off on. So, for example --

REP. MEGNA: They're -- they're legally bound in the absence of it.

SUSAN GIACALONE: You're not. If you don't sign off anything -- they give you an estimate, say, look, it's going to cost \$5,000 to repair it. You -- and you have something in here about direction of pay. The insured says, you know what, deal with the insurance company. You can deal with them directly. I'm going to give the insurance company authorization to pay you directly once the work is done. The insurance company --

REP. MEGNA: What about if there's no coverage?

SUSAN GIACALONE: Well, then -- then nothing gets done. Right? Because then --

REP. MEGNA: No.

SUSAN GIACALONE: -- the insurance company comes back and says you have no coverage. If they're --

REP. MEGNA: The work is already done.

SUSAN GIACALONE: But under your -- but, it's not. Because if you -- if you're not signing the estimate and you are the insured are saying I'm going to let you vendor deal directly with my insurer, you're not signing the estimate which -- which this would require you to do. You're not signing it. You're sending it off to the insurer. You're giving them the direction to pay. You're out of it. The insured doesn't want to be bothered with it. They want the insurer to take care of it all. They want to do the negotiations. Just get it done for me. They give a direction to pay.

The insurer and the vendor now negotiate the price. The estimate was \$5,000. We don't think it's \$5,000.

REP. MEGNA: But -- but -- all right. Let's stop. Hold that thought. Hold that thought.

SUSAN GIACALONE: Okay.

REP. MEGNA: The insurer and the vendor negotiate the price.

SUSAN GIACALONE: At the direction of the insured.

REP. MEGNA: All right. Remember, it's the -- the person who had the fire, it's their property, number one.

SUSAN GIACALONE: Right.

REP. MEGNA: And number two, remember that this vendor receives a tremendous amount of work and business from that insurer most likely. And now the insurer -- the policyholder is put at a disadvantage. He has no knowledge of what's going to go on and what the price is

going to be. And that individual, that company, doesn't know what the person's policy says, how much insurance is there, limitations.

SUSAN GIACALONE: Well, the insured would have -- they don't have to sign a direction to pay. They can say -- they choose the vendor. They pick -- they want Joe to repair the roof. They want whoever to repair the roof. They pick the vendor. They get the estimate. They give it to the insurer. The insurer says, yeah, that's covered, that's not covered.

Under this scenario, under the proposal of this bill, they pick Joe the contractor. Joe gives them an estimate that says it's 5 -- let me --

REP. MEGNA: This -- this isn't contractors. Contractors would fall under the Home Improvement Act and they're totally protected in the identical manner.

This is a cleaning or remediation company. This kind of really is very identical to the Home Improvement Act. But we're not talking about contractors, we're talking about cleaning companies.

SUSAN GIACALONE: Right. The vendor, we'll use the term "vendor". I might have picked the wrong word. We'll use the term "vendor."

The insured picks the vendor. The vendor under the scenario now says here's my estimate. Before, remember, you said get me the estimate. I get the estimate. I give it to my insurer. My insurer negotiates it. Under this scenario now, he gets the estimate. Sign my estimate. My estimate is \$5,000. You

sign the estimate. Now, you send it to the insurer. The insurer says, look, Bob, you only have \$2,000 of coverage for this. Guess what? Under provisions of this, you are now legally responsible for that \$5,000 or -- or better yet, the insurer says, look, he might be charging you five, but it's only worth two, and we're only going to pay you two. You, the insurer pays the two, the vendor comes after you for the additional three under the provisions of this proposal.

REP. MEGNA: But the -- in the absence of this, if I -- if that vendor takes that authorization and I -- and if you look on a judicial website you'll see a hundred, a hundred small claims actions from three or four of these companies against homeowners to recover amounts of money.

And alls they do is walk in with their action. It doesn't matter how much it's for. And the judge says, hey, Mrs. Jones, you signed that thing and on it you said you're going to pay them. It doesn't say anything else on it. I'm sorry. You have to pay this.

When we did this law a few years ago, I -- I wrote that law. It was to give them notice.

SUSAN GIACALONE: Right.

REP. MEGNA: But since then, they don't even pay attention to it, and there was no enforcement done. So what I -- what I thought is, well, let's make the direction to pay infective in the absence of them giving notice of what they're going to do and how much they're going to charge, you know.

SUSAN GIACALONE: Well, again, when you get into --

REP. MEGNA: And the obligation is on the property owner, it's not on any insurance company. You have nothing to lose. You can always look at the policy, Mrs. Jones, hey, you didn't mitigate the losses. Still -- it's still their obligation, not the --

SUSAN GIACALONE: And I'm not saying -- but --

REP. MEGNA: -- not the carriers.

SUSAN GIACALONE: Well, it is the carriers if, again, going back to the signature because it's the carrier -- I'm not saying the carrier has the obligation to mitigate. You're right, that is not our obligation. Our obligation is to settle claims in an expeditious manner. If we cannot settle a claim because the insured has not, cannot or has refused to sign this estimate, no work can go forward. We're not settling the claim in an expeditious -- expeditious manner.

REP. MEGNA: Okay. Just in the interest of time, I'm going to -- I'm going to stop talking about it.

SUSAN GIACALONE: Okay.

REP. MEGNA: And you and I can talk afterwards on the bill.

Are there any other questions from the committee?

No. Okay. Thank you. Sit right there though, Susan.

SUSAN GIACALONE: Okay. I'm getting comfortable.



Property Casualty Insurers  
Association of America

Shaping the Future of American Insurance

2011 Joint Public Policy Committee Report

## STATEMENT

PROPERTY CASUALTY INSURERS ASSOCIATION OF AMERICA (PCI)

**H.B. No. 6233 – AN ACT REQUIRING NOTICE TO AN INSURED FOR REPAIR OR  
REMEDiation FOLLOWING A COVERED LOSS UNDER A PERSONAL OR  
COMMERCIAL RISK POLICY.**

COMMITTEE ON INSURANCE AND REAL ESTATE

February 1, 2011

The Property Casualty Insurers Association of America (PCI) appreciates the opportunity to comment on H.B. 6233, which would require a notice to be included on the policy declarations page regarding the policyholder's ability to choose the entity performing repairs or remediation following a loss. Our comments are provided on behalf of the member companies of PCI, a national property casualty trade association with over 1,000 member companies. PCI member companies provide 41 percent of Connecticut's property casualty coverage.

While PCI does not have concerns relative to section one of H.B. 6233, we do have concerns with the notice requirement contained in section two of the bill. It is not the substance of the notice which would be required pursuant to section two of the bill that PCI is concerned about - we agree that policyholders need to be able to choose the entity performing repairs or remediation following a loss. We have concerns, however, with the manner in which this notice must be provided pursuant to this bill.

This bill would require that this notice be included on the declaration page of a policy. We would submit that this would not be a very effective means by which to inform policyholders of their right to choose their own contractor because policyholders will not likely recall a notice on the declarations page at the time of the loss. In addition, the declarations page is already crowded with information which will likely result in this notice getting lost in the numbers.

There are significant costs associated with this notice requirement. Insurers will have to reprogram their computerized systems to include this notice and also incur additional printing costs. These costs will ultimately be passed along to the policyholder. Given that this notice will likely not be very effective due to its timing and placement, incurring these additional costs does not seem worthwhile.

For the foregoing reasons, PCI urges your Committee to not favorably advance HB 6233.

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## Statement

Insurance Association of Connecticut

Insurance and Real Estate Committee

February 1, 2011

**HB 6233, An Act Requiring Notice to An Insured For Repair Or Remediation Following A Covered Loss Under A Personal Or Commercial Policy**

The Insurance Association of Connecticut, IAC, is opposed to HB 6233, as it would require that an insured, who has suffered a property loss, sign off on any repair order and become legally obligated to pay it.

The IAC supports the concept contained in HB 6233 of protecting an insured's interest by holding a vendor accountable. HB 6233, however would have unintended consequences to the consumer that negate any benefit HB 6233 might contain. Requiring an insured's signature on a repair order could result in unnecessary delay. For example, a vacationing homeowner suffers a loss while away. Although the homeowner could have the repair work started right away, HB 6233 would preclude that from happening. Delay in commencing remediation work may result in further damage and costs. Insureds are contractually obligated to mitigate damages, yet HB 6233 could prevent an insured from fulfilling that contractual obligation. HB 6233 would also impede an insurer's statutory obligation to handle claims in an expeditious manner. Waiting for a signature or an insured's refusal to sign would delay the necessary repair work from commencing.

HB 6233 forces the insured to become legally liable to a vendor. HB 6233 makes a signed estimate legally binding on the signator. Insureds will be legally obligated to pay the full amount of an estimate. Legally binding a party to accept the terms of an estimate is not beneficial to the consumer. It could impact any legitimate challenges the individual has to the charges. Additionally, such a mandate could result in creating inherent conflicts between the insured and insurer resulting in unnecessary tension and discord. For example, an insurer is only required to pay reasonable charges. The insurer negotiates the rate that the insurer is willing to pay the vendor which is below the estimate signed by the insured. Because HB 6233 makes the insured legally liable

for the charges contained on the estimate, the vendor can accept payment from the insurer and seek the balance from the insured.

HB 6233 also negates the benefit of a direction to pay. An insured currently can issue a direction to pay to any vendor they want. This is usually done because the individual does not want to get involved in the process. They want the work to be performed and paid for, seamlessly without their involvement. The insured authorizes the insurer to make such payment by the use of a direction to pay. HB 6233 would mandate that the insurer "confirm" that the vendor comply with the requirements of this proposal. The insured would be drawn back into the process negating the very reason such a direction was used in the first place.

As HB 6233 also applies to commercial policies, it is even more unworkable. Who would be the appropriate designee to sign the estimate on behalf of the commercial entity? Would that person's identity have to be established prior to a loss? How would a vendor know who is the proper person to have sign the estimate? Pursuant to the provisions of HB 6233, if a janitor signs an estimate he would become personally liable for the debt of his employer. The only entity benefiting from HB 6233 is the vendor.

Finally, Section 2 of HB 6233 is confusing and unnecessary. A notice about remediation provides no benefit on the declarations page, let alone that of an automobile policy or commercial liability policy. An insured's right to choose any vendor they want is already a well established practice. There is no demonstrated demand that such a notice on the declarations page is needed or will provide any benefit to the consumer. Mandating a notice for all personal risk and commercial policies is an unnecessary cost for insurers in Connecticut that they do not face anywhere else.

The IAC urges your rejection of HB 6233.

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**CONNECTICUT  
GENERAL ASSEMBLY  
SENATE**

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PART 21  
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SENATE

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June 7, 2011

SENATOR LOONEY:

Thank you, Madam President.

Continuing on matters returned from committee calendar page 49, where we have 3 items. The first is Calendar 409, House Bill Number 6233.

Madam President, move to place the item on the Consent Calendar.

THE CHAIR:

So ordered.

SENATOR LOONEY:

Thank you, Madam President.

Calendar 412, House Bill Number 5178.

Move to place the item on the Consent Calendar.

THE CHAIR:

So ordered.

SENATOR LOONEY:

Thank you, Madam President.

A final item on calendar page 49, is Calendar 422, House Bill Number 6448.

Madam President, move to place the item on the Consent Calendar.

THE CHAIR:

So ordered.

SENATOR LOONEY:

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SENATE

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Mr. Clerk.

THE CLERK:

Immediate roll call's been ordered in the Senate on the Consent Calendar. Will all Senators please return to the Chamber. Immediate roll call's been ordered in the Senate on the Consent Calendar. Will all Senators please return to the Chamber.

THE CLERK:

Madam President, the items placed...

THE CHAIR:

I would ask the Chamber to be quiet please so we can hear the call of the Calendar for the Consent Calendar.

Thank you.

Please proceed, Mr. Clerk

THE CLERK:

Madam President, the items placed on the first Consent Calendar begin on calendar page 5, Calendar 336, House Bill 5697.

Calendar page 7, Calendar 421, Substitute for House Bill 6126.

Calendar page 8, Calendar 449, Senate Bill 1149.

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Calendar page 10, Calendar 470, Substitute for House Bill 5340. Calendar 474, Substitute for House Bill 6274. Calendar 476, House Bill 6635.

Calendar page 12, Calendar 499, Substitute for House Bill 6638. Calendar 500, House Bill 6614. Calendar 508, House Bill 6222.

Calendar page 13, Calendar 511, House Bill 6356. Calendar 512, Substitute for House Bill 6422. Calendar 514, House Bill 6590. Calendar 515, House Bill 6221. Calendar 516, House Bill 6455.

Calendar page 14, Calendar 517, House Bill 6350. Calendar 519, House Bill 5437. Calendar 522, House Bill 6303.

Calendar page 15, Calendar 523, Substitute for House Bill 6499. Calendar 524, House Bill 6490. Calendar 525, House Bill 5780. Calendar 526, House Bill 6513. Calendar 527, Substitute for House Bill 6532.

Calendar page 16, Calendar 528, House Bill 6561. Calendar 529, Substitute for House Bill 6312. Calendar 530, Substitute for House Bill 5032. Calendar 532, House Bill 6338.

Calendar page 17, Calendar 533, Substitute for House Bill 6325. Calendar 534, House Bill 6352.

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Calendar 536, House Bill 5300. Calendar 537, House  
Bill 5482.

calendar page 18, Calendar 543, House Bill 6508.

Calendar 544, House Bill 6412. Calendar 546,  
Substitute for House Bill 6538. Calendar 547,  
Substitute for House Bill 6440. Calendar 548,  
Substitute for House Bill 6471.

Calendar page 19, Calendar 550, Substitute for  
House Bill 5802. Calendar 551, House Bill 6433.  
Calendar 552, House Bill 6413. Calendar 553,  
Substitute for House Bill 6227.

Calendar page 20, Calendar 554, Substitute for  
House Bill 5415. Calendar 557, Substitute for House  
Bill 6318. Calendar 558, Substitute for House Bill  
6565.

Calendar page 21, Calendar 559, Substitute for  
House Bill 6636.

Calendar page 22, Calendar 563, Substitute for  
House Bill 6600. Calendar 564, Substitute for House  
Bill 6598. Calendar 566, House Bill 5585.

Calendar page 23, Calendar 568, Substitute for  
House Bill 6103. Calendar 570, Substitute for House  
Bill 6336. Calendar 573, Substitute for House Bill  
6434.

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Calendar page 24, Calendar 577, Substitute for  
House Bill 5795.

Calendar page 25, Calendar 581, House Bill  
6354.

Calendar page 26, Calendar 596, Substitute for  
House Bill 6282. Calendar 598, Substitute for House  
Bill 6629.

Calendar page 27, Calendar 600, House Bill  
6314. Calendar 601, Substitute for House Bill 6529.  
Calendar 602, Substitute for House Bill 6438.  
Calendar 604, Substitute for House Bill 6639.

Calendar page 28, Calendar 605, Substitute for  
House Bill 6526. Calendar 608, House Bill 6284.

Calendar page 30, Calendar number 615,  
Substitute for House Bill 6485. Calendar 616,  
Substitute for House Bill 6498.

Calendar page 31, Calendar 619, Substitute for  
House Bill 6634. Calendar 627, Substitute for House  
Bill 6596.

Calendar page 32, Calendar 629, House Bill  
5634. Calendar 630, Substitute for House Bill 6631.  
Calendar 631, Substitute for House Bill 6357.  
Calendar 632, House Bill 6642.

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Calendar page 33, Calendar 634, Substitute for  
House Bill 5431. Calendar 636, Substitute for  
House, correction, House Bill 6100.

Page 34, Calendar 638, Substitute for House  
Bill 6525.

Calendar page 48, Calendar 399, Substitute for  
Senate Bill 1043.

Calendar page 49, Calendar 409, Substitute for  
House Bill 6233. Calendar 412, House Bill 5178.  
Calendar 422, Substitute for House Bill 6448.

Calendar page 52, Calendar 521, Substitute for  
House Bill 6113.

Madam President, that completes the item placed  
on the first Consent Calendar.

THE CHAIR:

Thank you, sir.

We call for another roll call vote. And the  
machine will be open for Consent Calendar number 1.

THE CLERK:

The Senate is now voting by roll on the Consent  
Calendar. Will all Senators please return to the  
Chamber. The Senate is now voting by roll on the  
Consent Calendar, will all Senators please return to  
the Chamber.

mhr/cd/gbr  
SENATE

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Senator Cassano, would you vote, please, sir.

Thank you.

Well, all members have voted. All members have voted. The machine will be closed, and Mr. Clerk, will you call the tally?

THE CLERK:

Motion is on option Consent Calendar Number 1.

Total Number Voting	36
Those voting Yea	36
Those voting Nay	0
Those absent and not voting	0

THE CHAIR:

Consent Calendar Number 1 has passed.

Senator Looney.

SENATOR LOONEY:

Thank you, Madam President.

We might stand at ease for just a moment as we prepare the next item..

THE CHAIR:

The Senate will stand at ease.

(Chamber at ease.)