MONTGOMERY COUNTY GOVERNMENT
COMMISSION ON COMMON OWNERSHIP COMMUNITIES

Summer 2013

CCOC COMMUNICATOR

Inside this issue:

Books and Records: Dealing with Requests for Inspection and Copying

By Tiffany Releford, Esq.

Under Section 11-116 of the Maryland Condominium Act, Section 11B-112 of the Maryland Homeowners Association Act, and Section 5-6B-18.5 of the Maryland Cooperative Housing Corporation Act, members of an association or cooperative are permitted to inspect the books and records of the association or cooperative, subject to certain exceptions. Those exceptions include personnel records, an individual's medical records, an individual's personal financial records, any records relating to business transactions in negotiation, the written advice of legal counsel, and minutes of closed meetings of the board of directors or other governing body of the counsel of unit owners. The aforementioned statutes also expressly provide that requests for financial statements or meeting minutes from

(continued on page 2)

CASH AND CASUALTY—Part 2

Who Pays When a Condominium Unit is Damaged?

By Arthur Dubin and Rachel Dubin Browder, Esq.

The Spring 2013 edition of the CCOC Communicator featured Part I of "Cash and Casualty: Who Pays When a Condominium Unit is Damaged." At the close of Part I, the authors began to consider whether the association has an unconditional duty to repair private units. The following resumes this discussion, and addresses some related insurance coverage issues.

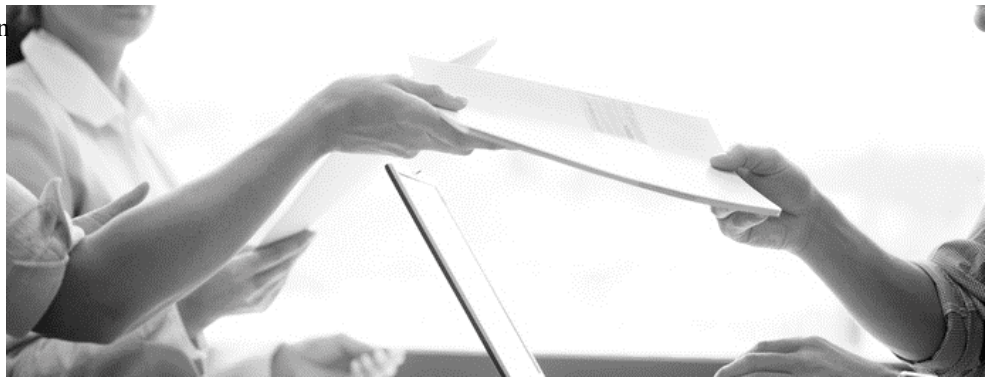
At the close of Part I of this article, we discussed the Maryland law governing mandatory insurance as codified in Section 11-114 of the Maryland Condominium Act. This section provides that "[a]ny portion of . . . the units . . . damaged or destroyed shall be repaired or replaced promptly by the council of unit owners,"

(continued on page 5)

Books & Records: Dealing with Requests for Inspection and Copying

(continued from page 1)

the governing body of an association or cooperative, shall be produced within 21 days if the financial statements or meeting minutes were prepared within the three years immediately preceding receipt of the request. If the financial statements or minutes were created more than three years before the date of the request, they must be produced within 45 days.



So how should the association or cooperative respond to requests to inspect or copy book and records? First, it may impose a "reasonable charge" for inspection and copying of books and records. While a reasonable charge is not defined in the statutes, the statutes do provide that an association or cooperative cannot impose charges that exceed the fees charged by the Circuit Court, which are currently fifty cents per page.

The CCOC addressed reasonableness of fees for inspection and copying of books and records in *Campbell v. Lake Hallowell HOA*, #541 (July 24, 2002). In that case, the CCOC held that an association may not charge for the cost of removing items from storage and bringing them to the association's business office. In addition, associations and cooperatives are discouraged from charging excessive upfront fees which discourage owners' review of the association's books and records. For example, the CCOC stated in *Campbell* that the association's upfront fee of $1,000 to cover the costs of locating the requested records was unreasonable. Although the time consisted of a $25 per hour charge for time involved in researching and preparing for disclosure of records requested by the homeowner, the fee was excessive as it discouraged a homeowner from reviewing the books and records.

The *Campbell* case did identify fees that are reasonable and can be charged to a homeowner requesting to inspect the books and records. Those fees include the costs for searching association records and making them available for inspection and for copying costs. Also, an association can charge fees for staff time beyond normal business hours and for additional staff if reasonably necessary to supervise and safeguard the books and records.

Once the association or cooperative determines fees to be imposed for books and records request, how does it advise owners of those fees? Before imposing the aforementioned charges for inspection and copying of books and records, associations and cooperatives are encouraged to adopt a policy or rule on this issue.

A recent CCOC decision briefly mentioned the need for a written policy for books and records inspections in *Davis v. Chevy Chase Crest Condominium Association*, #06-12 (July 26, 2013). In that case, a homeowner requested to inspect the association's documents but did not make an appointment to review the documents. Instead, the homeowner appeared at the association's management company without a prior appointment. Consequently, the homeowner was not provided with the records during the homeowner's visit. The homeowner filed a complaint with the CCOC for, among other things, the association's failure to make its documents available for inspection. During the pendency of the case, the CCOC noted that the association adopted a policy and procedure for inspection and copying of books and records, presumably in response to the requests made by the homeowner.

A formal, written policy or rule for inspection and copying of books and records will help ensure that homeowners are informed up front about the fees associated with their requests, and the association or cooperative is imposing fees that are reasonable and not prohibitive. When drafting such a policy or rule, the association or cooperative should consider certain factors. For instance, if the association is subject to a management agreement, it should review that agreement to see what charges may be imposed by the management company. While these charges may be relevant, they are not

(continued on page 3)

Books & Records: Dealing with Requests for Inspection & Copying

(continued from page 2)

binding on the individual members of the association or cooperative. The association or cooperative can establish charges which are higher or lower than those in the management contract, as long as the charges are reasonable. A written policy also educates the members that not only do they have rights to inspect the documents but how to exercise those rights properly. For example, many homeowners think it is sufficient simply to send an email or letter saying, "Please send me copies of the following documents: …," and they may get upset if this fails to produce a response. They need to know that the law allows them the right to *inspect* documents and the duty to pay for copies.

"A written policy or rule for inspection and copying of books and records will help ensure that homeowners are informed up front about the fees associated with their requests."

One major factor in setting fees is the actual costs the association must pay to have the documents available. An association that is self-managed might not be able to justify the same level of fees as the association which must pay a professional property manager for his or her time to locate the documents and to be available during the inspection.

Another factor to consider is how the fees will be charged, as well as the rate of billing. An association or cooperative may charge fees on an hourly basis or per page. An association or cooperative may also have different fees for electronic records versus paper records. The policy or rule should inform homeowners whether the charges will be collected from the homeowner in advance or whether they will be billed to the homeowner after the documents are produced.

The association or cooperative may also want to consider using a standard form for owner requests to copy and inspect the books and records. If such a form is used, it should be attached to the policy and should state how the form with the owner's request should be returned to the association.

In addition, the policy or rule should clearly provide whether an appointment must be made in advance, the location of the inspection, and the hours of operation at the location where the books and records may be inspected. This will avoid owners appearing without an appointment and making a demand for copying and inspection of books and records.

Lastly, while an association or cooperative has no obligation to create records that do not exist, an association or cooperative should be mindful of information that may need to be redacted from books and records requested for inspection and copying. For example, in *Offen v. Grosvenor Park I Condominium Council of Co-Owners, Inc.*, #08-09 (February 15, 2011), the CCOC determined that the condominium could redact certain information contained in attorney invoices. However, in the case of *Carl Brown v. Americana Finnmark Condominium Association*, #51-11 (July 26, 2013), the CCOC held that a homeowner is entitled to examine the books and records of the association, including the association's delinquency report, without redaction of the names. (This decision is now on appeal to the Circuit Court.)

To minimize complaints by homeowners and respond appropriately to requests, associations and cooperatives should develop a policy or rule for requests to copy and inspect the association or cooperative's book and records. As always, it is strongly advised that associations and cooperatives consult with legal counsel before drafting such a policy or rule.

(Tiffany Releford, Esq., is a partner with Whiteford, Taylor & Preston who frequently practices before the CCOC on common ownership issues.)

Don't Forget Your Annual Notices!

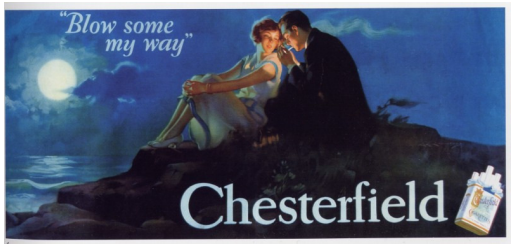
We remind all associations that Section 10B-7A of the Montgomery County Code requires them to send a notice to their members at least once a year that advises the members of the existence of the CCOC and of the services the CCOC can perform. Long and short models of the notice are available from the CCOC. To request copies, email the CCOC staff at *ccoc@montgomerycountymd.gov*

Maryland Court Issues Major Decision on Tobacco Smoke

In an important decision that affects condominium and cooperative housing corporations especially, the Maryland Court of Special Appeals (CSA) recently cleared the air on the troublesome issues of secondhand tobacco smoke in multi-unit buildings.

The CSA, in *Schuman v. Greenbelt Homes,* denied the claims of an owner related to secondhand tobacco smoke. David Schuman, a member of the Greenbelt Homes housing cooperative (GHI), sued GHI and his next door neighbor over secondhand smoke entering his unit from the neighbor's unit. He claimed the smoke was a health hazard, a public nuisance and a violation of the GHI guarantee of "quiet enjoyment." But the Court held that the mere fact that secondhand smoke moved from the neighbor's unit into Schuman's unit did not make out a valid case against the neighbor or against the cooperative.

The CSA then decided that the smoking in *this* case did not rise to the level of being a "nuisance", meaning that Schuman did not prove that the smoke was so bad as to be unlawfully bothersome. The Court also ruled that such smoke is not a "nuisance per se,", that is, the mere act of creating such smoke is not unlawful. Instead, the person complaining about the smoke has a legal duty to prove that the smoke is a nuisance and not merely an inconvenience.



Obviously, they're not living in a condominium.

The complainant must prove that there is a nuisance by "objective" standards: whether ordinary people, and not a person who is unusually sensitive, would conclude that the amount of smoke is excessive, and more than that which all residents of a multi-unit building must be prepared to tolerate on a daily basis.

GHI had given Schuman a hearing on his complaints and voted not to take any action. The Court upheld GHI's decision on the dispute on the grounds that it was protected by the "business judgment rule and would be upheld unless Schuman could show that GHI acted in bad faith.

(Note: GHI was represented by local attorney Jason Fisher, Esq.)

CCOC Rules that Association Member Has a Right to See the Names of Those Who Are Delinquent in Their Payments

In *Brown v. Americana Finnmark Condominium Ass'n.,* CCOC #51-11 (July 26, 2013), a CCOC hearing panel ruled that under Section 11-116 of the Condominium Act, a member is entitled to inspect the delinquency records of his community, including the names of those in default. The panel reasoned that the governing documents of common ownership communities grant all members the right to enforce the documents, and that to conceal the names of those who are in violation of the governing documents would prevent other members from being able to exercise this fundamental right. The Association has appealed this ruling to the Circuit Court.

A Board of Directors Cannot Claim the Protection of the Business Judgment Rule if It Cannot Prove It Made a Decision

Over a period of several years, Mr. Bodmer made several complaints to his HOA about conditions in the neighboring lot which violated the HOA's rules. The HOA's responses to his complaints varied from ignoring them to sending out notices to the neighbor about some of the alleged violations but not others, but the HOA never followed up on any of its warnings, nor did it hold a violation hearing at which Mr. Bodmer could speak, as required by the HOA rules. When Mr. Bodmer complained to the CCOC, the HOA's defense was that its failure to take action was protected by the "business judgment" rule. But the hearing panel, led by Commissioner Mitchell Alkon, found no evidence that the board of directors ever even discussed, let alone voted on, any of Mr. Bodmer's complaints, and held that since the board could not prove it actually exercised any judgment, it could not claim the protection of the business judgment rule. The panel ordered the association to investigate the complaints and to make a decision on them at a public meeting. *Bodmer v. Potomac Meadows HOA*, CCOC #69-10 (July 31, 2013).

Cash and Casualty

(Continued from page 1)

subject to four exceptions: (1) improvements installed by unit owners; (2) termination of the condominium; (3) unlawful repairs; and (4) a vote not to rebuild.1/ Additionally, the law contains an implied fifth exception based on its reference to "[a]ny portion of the units": damage to an owner's personal property. By definition, personal property is not part of a unit. 2/

The law also addresses who is responsible for paying any costs not covered by the deductible. If the association was created after 1982, the council of unit owners' deductible is a common expense if the cause of the damage comes from the common elements.3/ If the damage originates from a unit, the owner of the unit where the damage originated is responsible for the deductible up to $5,000.4/ The remaining portion of the deductible (i.e., more than $5,000) is a common expense that must be paid by the association.5/

In the context of considering whether an association has an unconditional duty to repair private units, Part I considered section 11-114(g)(1), which provides as follows: "Any portion of the common elements and the units, exclusive of improvements and betterments installed in the units by unit owners other than the developer, damaged or destroyed shall be repaired or replaced promptly by the council of unit owners . . ." Based on this language, some argue that the association has an unconditional duty to repair damage to the unit – irrespective of whether the item being damage is covered by the master insurance policy. What follows resumes this discussion.

(1) Is there a duty to repair private units regardless of master insurance coverage?

In response to the argument that Section 11-114 is exclusively an insurance law, this side points out that the official title of the law is "Required insurance coverage; reconstruction." The use of the semicolon indicates that the General Assembly intended to deal with two related but distinct subjects in this section, not insurance alone.

Nor do they agree that subsection (g)(2) is a limitation on subsection (g)(1). They say that subsection (g)(1) imposes the general duty and (g)(2) merely deals with the allocation of the costs of repair under certain circumstances.

The "unconditional duty" advocates also refer to the facts of the *Anderson* case and the General Assembly's reaction to that

decision. It must be remembered that the damage to Ms. Anderson's unit came from her own hot water heater. The Court held that the condominium's master insurance did not cover that damage and that the condominium itself had no duty under Section 11-114 to repair that damage. The General Assembly reacted by making clear that it "overturned" that ruling.6/

The issue of a unit owner's liability for the condominium's deductible is more difficult. One interpretation is that the condominium cannot pass on *any* of the cost of repairs to a unit owner if there is no deductible. Or, alternatively, there is *no limit* to the cost of repairs that the condominium can pass on to the unit owners involved, because the $5,000 limit applies only when there is a deductible. The interpretation that most proponents favor, however, is that costs not covered by a deductible are, essentially, costs not covered by the master insurance, and the first $5,000 of all costs not covered by insurance can be passed on to the unit owner whose unit causes the damage.

Proponents also argue that even if Section 11-114(g)(2) does not specifically grant the association the right to pass on the first $5,000 of its repair costs for repairs not covered by its insurance, the association still has the right to pass on those costs. Section 11-114(g)(1) is quite similar to Section 11-125(c), which grants a condominium "an easement to enter units to investigate damage or make repairs when the investigation or repairs reasonably appear necessary for the public safety or to prevent damage to other portions of the condominium." Section 11-125 does not specifically state how or from whom the condominium recoups such costs, but this has not been seen as a limitation on the scope of the law, because most condominium documents create a right of reimbursement. For example, the bylaws might state that in the event the association determines to repair a private unit, "the cost thereof shall be assessed against the condominium unit on which such maintenance or repair is performed."

Cash & Casualty

(continued from page 5)

There are costs and benefits to the condominium from both interpretations. If there is a duty to repair regardless of insurance, the condominium will have higher repair costs, and it would likely have to raise assessments to accumulate sufficient reserves to cover repairs not covered by insurance.

But there are important benefits for the condominium as well. If the common areas are damaged from a cause that is not covered by insurance, then the condominium must fix the damage at its own expense. But if the cause of the damage to the common elements originates from a private unit, the condominium now has the right to pass on the first $5,000 of any costs to that unit owner. In effect, the revised law creates a new source of funding for the condominium and eases the strain on its reserves. Currently, the governing documents of most condominiums only grant the condominium the right to reimbursement from a private unit owner if that owner *negligently* causes damage to the common areas, and negligence can be difficult to prove and could lead to expensive litigation. The amended law creates a form of strict liability for the first $5,000 of repair costs, while leaving in place the condominium's right to demand additional compensation if there is negligence .

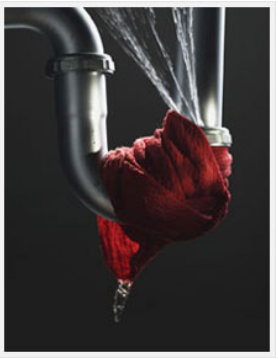
Unit owners also benefit. If the proponents of a broad reading of 11-114(g)(1) are correct, then if units are damaged by causes from other units, they can obtain prompt repairs from their condominium, which in turn can demand reimbursement from the responsible unit owner. Currently, when a unit causes damage to another unit, the first unit's owner has no liability unless he is negligent. Arguments between unit owners over liability cause delays in repairs and burden an innocent party with repair costs that he could not have prevented no matter how well he himself complied with his repair and maintenance duties under Section 11-108.1. A broad interpretation of 11-114 allows condominiums to ensure that proper repairs are promptly performed and that the entire condominium is kept in good condition.

A broad interpretation of Section 11-114(g)(1) also allows for simplicity and certainty. Take water leaks, for example. The damage caused by such leaks is usually the same, regardless of what caused the leak. But all leaks are not treated equally. Damage to a roof caused by a hailstorm will probably be covered by the insurance, but a leak caused by a failing seam in the roof covering will not be. A sudden leak caused by a falling tree or heavy snow will probably also be covered, but a slow leak caused by

by the same tree or snowfall, which exists for some time before it is discovered, might be excluded by the master insurance. Mold is usually not covered at all, whether the cause of the leak is covered or not. Such uncertainties and inconsistencies make it difficult to plan for the future and to implement a consistent repair policy.

We are not aware of any court decisions since the 2009 amendments that interpret Section 11-114(g). The CCOC has not squarely faced this issue, but has rendered some decisions that are relevant. The leading decision is *Smallis v. The Willoughby Condominium*, CCOC #09-10) (February 18, 2011). There, the association refused to repair water damage to a private unit that was caused by the upstairs unit because the damages suffered were less than the $10,000 deductible on the association's master insurance policy. The association argued that since the damage was less than the deductible, it was not covered by the master insurance, and the duty to repair applied only when the damage was covered by the insurance. The hearing panel disagreed, and ruled that this position was error. Because the association's bylaws ascribed a duty to repair to the association, the condominium was still responsible for paying for those damages even though they were less than the deductible. In addition, the amended law clearly imposed a duty to repair on the association even if the damages were less than the deductible.

In a more recent case, the CCOC also imposed a duty to repair damage in private units, this time with the association's full support. In *Ortega v. Key West Condominium Association,* CCOC #07-12 (January 9, 2013), a panel ordered a unit owner to reimburse her condominium for $691 in repairs that it performed in her unit after she complained of a water leak. Investigation showed that the leaking pipe was one that served only her unit, and the association fixed the leak and the damage and presented her with a bill that she refused to pay. She argued that under the condominium's bylaws, the association was required to have a board resolution to make repairs and to give her reasonable advance notice of its intent to make the repairs, and it did not do either. But the panel found that, under Section 11-114(g), the association was obligated to make prompt repairs and could bill her up to $5,000 for them, and this statutory duty overrode the bylaws. (The decision does not state whether the repairs were covered by master insurance or not, but the similarity of the facts of this case to the facts in the overturned *Anderson* is obvious).



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Cash and Casualty

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Given the different interpretations of section 11-114(g), it's important for association members to have access to their master insurance policy so that they are aware of its limits. The different interpretations also emphasize the need for all unit owners to have their own homeowner insurance, including the HO-6 rider in order to protect not only their own property but also their potential liability to their association for any damage their unit might cause to the condominium.

(2) How are deductibles or related expenses accounted for in the association's budget?

Condominium budgets often account for the possibility that some casualty losses will be the association's financial responsibility. Sometimes, the budget has a separate line item identifying the deductible. Other times, these costs are allocated under the maintenance or repair line items. Opting for the latter option may give an association flexibility. For example, if the amount of the loss claimed is only a little above the deductible, the association could exercise its business judgment to decide that it makes more sense to self-insure, saving premiums to cover a bigger future loss. Similarly, if a unit owner refuses to pay for inexpensive repairs, the association could utilize its maintenance or repair budget to pay for those repairs, avoiding not only the cost of legal fees, but also saving members' time.

(3) Does the association have the duty to maintain?

Like the association in *Smallis v. The Willoughby Condominium*, an association's governing documents will generally provide that both the condominium and the individual unit owners have a duty to maintain: while the association has a duty to maintain the condominium, the unit owners have the duty to maintain their individual units. For example, an association's duty to maintain often arises in the context of mold from a water loss. Specifically, if there is water damage, the condominium may be responsible for water or mold remediation costs to reduce the likelihood of any mold problems, even when it's unclear where the loss originated, the cause of the loss, or whether it is a covered loss.

Putting it all together

So, what does all of this mean?

In many cases, damages arising out of the common elements are covered by insurance, but not always. When the damages are covered by the master insurance, the deductible will apply and limit reimbursement. Under the 2009 amendments to Section 11-114 (g), the deductible is covered as a common expense. If the claim amount is less than the deductible, the association will often self-insure.

If the common areas are damaged by a cause located in a private unit, and are covered by insurance, the association can pass on the first $5,000 of the repair costs to that unit's owner

As you can see from this discussion, the language in the association's insurance policy often carries the day. As a result, it's incredibly important for association members to understand the policy and how its limitations affect their own private rights and obligations.

However, it is not enough to understand the basics of the master insurance policy. The association must ensure it understands the insurance requirements imposed by its own bylaws, and these requirements can be more extensive than the insurance policy and impose more duties than the law does. In other words, determining whether a loss is covered by the master insurance is only one factor to be considered.

Another important factor is to consider what the law requires. There is no disagreement that Section 11-114(g) imposes a duty on the condominium to repair damages in private units when those damages are covered by the master insurance, even if the amount of the damages is less than the deductible. There is, however, debate between the experts about the association's duty to repair private units when the master insurance does not cover that damage at all. Associations should consult their attorneys to get their opinions on what the law means for them. We can expect that there will be disputes over the meaning of the law and that there is likely to be more litigation over this issue.

We strongly recommend, then, that associations create and adopt clear written policies stating how they will handle damage claims, under what circumstances they will repair private units, and under what circumstances they will seek reimbursement from unit owners for repairs that the association must make. These policies should take into account the association's understanding of its master insurance, its bylaws, and its legal advice. The association should distribute this policy on a regular basis, and keep them informed of any changes. Be sure to provide a copy to new members.

(continued on page 9)

Useful County Phone Numbers for Common Ownership Communities

Most County Government agencies may now be reached by phone by dialing "311" during ordinary business hours. The operator will then refer the caller to the proper agency. This service includes non-emergency Police services such as reporting abandoned cars and community outreach, Libraries, the Circuit Court, Landlord-Tenant Affairs, Housing Code Enforcement, the Office of the County Executive, Cable TV regulation, the Department of Permitting Services and the Department of Transportation.

Some County agencies may be called directly or through 311, including:

Office of Consumer Protection	240-777-3636 (email: **consumerprotection@montgomerycountymd.gov)**
CCOC	240-777-3766 (email: **ccoc@montgomerycountymd.gov)** (email preferred)
County Council	240-777-7900
Parks & Planning Commission	
Planning Board	301-495-4605
Parks Headquarters	301-495-2595

City of Rockville: residents should still call their City agencies directly.

Emergency services: 911

For more information on the 311 system or to search for agencies by computer, go to: **http://www3.montgomerycountymd.gov/331/Home.asp**

Sign up for our free "eSubscribe" emails by enrolling here: **http://www.montgomerycountymd.gov/mcg/esubscribe.html** (the CCOC is listed under Consumer Protection).

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Cash and Casualty

(continued from page 7)

As the above framework demonstrates, determining who is financially responsible for casualty losses is often a complicated process. Consequently, it makes good business sense to plan ahead. That way, when a loss arises, your community is well informed and prepared to respond. The time to discuss who is responsible for covering a casualty loss is not when you're dealing with that loss but when you have the time to think about the issues carefully.

(Arthur Dubin, CPM, PCAM, CMCA, is the President of Zalco, a professional management company, and the Vice Chairperson of the CCOC. His daughter, Rachel Browder, Esq., is an associate at the Kaiser Law Firm in Washington D.C. and a Volunteer Panel Chair for the CCOC. The opinions they express are their own and do not necessarily reflect the opinions of the CCOC.)

NOTES:

1/ Md. Code Ann., Real Prop. Section 11-114.
2/ Md. Code Ann., Real Property Section 11-101(q) (defining a "unit" as "a three-dimensional space identified as such in the declaration and on the condominium plat," including "all improvements contained within the space except those excluded in the declaration").
3/ Md. Code Ann., Real Prop. Section 11-114(g)(2)(ii).
4/ Md. Code Ann., Real Prop., Section 11-114(g)(2)(iii)1.
5/ Md. Code Ann., Real Prop., Section 11-114(g)(2)(iii)3.
6/ *Anderson v. Council of Unit Owners of Gables on Tuckerman Condo.*, 404 Md. 560, 591 (2008).

County Council Introduces Bill to Expand CCOC Power to Award Legal fees

Councilmember George Leventhal has introduced **Bill No. 19-13** to the Montgomery County Council. The proposed law will allow CCOC hearing panels to award reasonable attorney fees to homeowners or residents who file complaints against their associations to force the association to obey its own governing documents, and who win their cases at a formal CCOC hearing.

Existing law only allows the CCOC hearing panels to award attorney fees to a winning party if such fees are required by the terms of the association's governing documents. The problem is that while many such documents allow the association to be reimbursed for its fees when it sues to enforce its rules, they almost never state that if a member successfully sues to association to force it to obey its rules, then the association will reimburse the member for his or her legal fees.

The Planning, Housing & Economic Development Committee held a hearing on the bill on September 9, and favorably reported it out with the recommendation that it be amended to allow the CCOC to award fees to *any* party, whether an association or a member, who files, and prevails on, a complaint to enforce the association documents.

Interested parties should contact Mr. Leventhal's office at *Councilmember.leventhal@montgomerycountymd.gov*

Or write to the Council at 100 Maryland Avenue, Rockville, MD 20850.

WSSC Initiatives for Master-Metered Communities

There are many issues related to WSSC of which master-metered communities in particular need to be aware. The following is a summary of issues discussed at at July 31, 2013, meeting of master-metered communities that was initiated by WSSC and sponsored by the CCOC.

Automated Meter Reading: To avoid the hassle of letting WSSC personnel into any secure facilities where you might have a water meter – or to have automated meter reading that avoids WSSC climbing down into a manhole – contact Customer Care at (301) 206-4001 and request that automated meters be installed on your premises. WSSC usually is able to accommodate those requests within 30 days.

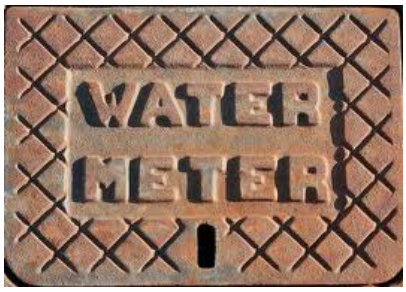
Billing: Each WSSC bill should show the number of units for which the water and sewer are being charged. This is

(continued on page 10)

WSSC Initiatives for Master-Metered Communities

(continued from page 9)

critical to a property because the higher per unit usage there is, the higher the cost per 1,000 gallons of water and sewer. Due to recent changes at WSSC, some master-metered properties are being charged as if there is only one user – which means that the property may be paying the highest rate per 1,000 gallons for water and sewer. Check you next WSSC bill to assure that the proper number of units are listed on the bill.



Payment Due Date: WSSC is working diligently to assure that its bills are sent out timely to allow the mandatory 20 days time for payment to reach their offices. Check your bills to assure that you have received the appropriate amount of time. Otherwise, contact Customer Service at (301) 206-4001 to advise of any snafu so that your property is not charged a late fee of 5% on the entire amount due.

Bay Restoration Fee: Double-check your bills to make certain that you are being charge for only one Bay Restoration Fee. While this is an unusual error, it does occur, and for master-metered communities it is a significant fee.

Service Disconnect Notices: The law requires that service disconnect notices go to the "user" of the water/sewer as opposed to the billing address. Since many of the master-metered accounts have addresses such as 2101 – 2310 Greenery Lane, the postal carrier decides who in building 2101 should get the notice – and the community's accounts payable unit is unaware that the payment has not been received at WSSC. To avoid this, contact Customer Care at (301) 206-4001 and request that a duplicate of any service disconnect notice be sent to the community's accounts payable unit.

Back-Flow Check Valves: There are several areas of your property that are required to have check valves to assure that your potable (*i.e.*, drinking) water is not contaminated: pool, hose bibs, sprinklers, boilers/chillers. The pool check valve keeps pool water from entering the water system and must be inspected each year by a specially licensed plumber; the inspection must be forwarded to WSSC. Hose bibs need to have a small "air gap" attached to the end of them so that a hose that might be sitting in a contaminated substance does not back up into your water supply. Sprinkler systems must have check valves to prevent the water that stands in the sprinklers for months or years at a time does not back up into the water supply. For a sprinkler system with seven or fewer heads, install a dual check valve which must be replaced every five years. For sprinkler systems with more than seven heads, install double check valves; these are testable and can remain in place as long as they pass inspection. Boilers/chillers have a range of contaminants in them – from chemicals to clean them to debris that settles at the bottom of the tanks; again, check valves prevent these contaminants from entering the water supply. Please note that residential washing machines have back-flow check valves. For a free cross-connection survey to identify back-flow hazards, call Roland Ray at (301) 206-7932.

Mixed Use Metering: Commercial entities that are on the same WSSC meter as residential units need to be metered separately so that the entire complex is not billed at the more expensive "high flow" rate for water/sewer. In some cases this may involve installing a sub-meter, or in other cases, re-piping the water and sewer lines – a very expensive proposition. The CCOC will be having regular follow-up specialty issue sessions with WSSC. Due to the expense involved for many communities, this issue is one that is slated for a specialty session. If your property would be interested in attending this session to explore options with WSSC, please indicate so by e-mailing *CCOC/montgomerycountymd.gov*

Condensate Lines: An air conditioner for a 1,000 square foot home can produce 20 gallons of condensate (i.e., distilled water) every day. WSSC requires multi-family dwellings to channel the condensate to the lawn or someplace else so that it does not go into the sewer line and then cause additional expense cleaning up "clean" water at WSSC.

Grease, Fats and Oils: The day after Thanksgiving many of our communities are spending enormous amounts of money to clear the grease from clogged drain lines. You can take a pre-emptive strike at this problem year-round by ordering free "**Can the Grease**" lids that can accommodate three different sizes of cans. Then distribute them community-wide with WSSC's brochure (in English or Spanish) to encourage folks to keep a can for cooking grease, fats and oils in the refrigerator – and to then dispose of the full can in the trash and use the lid for yet another can. To secure "Can the Grease" lids for your community, contact Kim Knox in Community Relations at (301) 206-8100.

(The CCOC wishes to thank Vicki Vergagni for her help writing this article. Ms. Vergagni is the president of the Glen Waye Gardens Condominium in Glenmont and a former CCOC Commissioner.)