

A bill for an act
relating to consumer protection; regulating certain contracts entered into by
military service personnel; authorizing cancellations; requiring utilities to
establish payment arrangements for military service personnel; proposing coding
for new law in Minnesota Statutes, chapters 325E; 325G.

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF MINNESOTA:

Section 1. **[325E.027] UTILITY PAYMENT ARRANGEMENTS FOR MILITARY
SERVICE PERSONNEL.**

Subdivision 1. Restriction on disconnection; payment schedules. A municipal
utility, cooperative electric association, or public utility must not disconnect the utility
service of a residential customer if a member of the household has been issued orders into
active duty, for deployment, or for a permanent change in duty station during the period of
active duty, deployment, or change in duty station if such a residential customer:

(1) has a household income of less than the state median income or is receiving
energy assistance and, at any time, enters into a payment schedule under which the
residential customer pays ten percent of the customer's gross monthly income toward the
customer's bill and the residential customer remains reasonably current with the payments
under the payment schedule; or

(2) has a household income of more than the state median income and enters into a
reasonable payment schedule that considers the financial resources of the household and
the residential customer remains reasonably current with payments under the payment
schedule.

Subd. 2. Annual notice to all customers; inability to pay forms. (a) A municipal
utility, cooperative electric association, or public utility must notify all residential
customers annually of the provisions of this section.

(b) A municipal utility, cooperative electric association, or public utility must provide a form to a residential customer to request the protections of this section upon the residential customer's request.

Subd. 3. **Application to service limiters.** For the purposes of this section, "disconnection" includes a service or load limiter or any device that limits or interrupts electric service in any way.

Subd. 4. **Income verification.** Verification of income may be conducted by the local energy assistance provider or the municipal utility, cooperative electric association, or public utility unless the customer is automatically eligible for protection against disconnection as a recipient of any form of public assistance, including energy assistance that uses income eligibility in an amount at or below the income eligibility in subdivision 1, clause (1).

Subd. 5. **Appeal process.** (a) The municipal utility, cooperative electric association, or public utility shall provide the residential customer with a commission-approved written notice of the right to appeal to the commission when the utility and residential customer are unable to agree on the establishment, reasonableness, or modification of a payment schedule, or on the reasonable timeliness of the payments under a payment schedule, provided for by this section. Any appeal must be made within seven working days after the residential customer's receipt of personally served notice, or within ten working days after the utility has deposited first class mail notice in the United States mail.

(b) The utility shall not disconnect service while a payment schedule is pending appeal, or until any appeal involving payment schedules has been determined by the commission.

Sec. 2. **[325G.53] CANCELLATION WITHOUT PENALTY OF WIRELESS CONTRACTS BY MILITARY SERVICE PERSONNEL.**

Subdivision 1. **Authority.** Any service member who has been issued orders into active duty, for deployment, or for a permanent change of duty station, or the spouse of the service member, may terminate, without penalty, a wireless service contract, or some portion of it, that is executed by or on behalf of the service member or by the spouse of that service member. "Service member" includes any business entity wholly owned by the service member or the service member's spouse.

Subd. 2. **When effective.** Termination of the wireless service contract is not effective until both of the following occur:

(1) 30 days after the service member or the service member's spouse gives notice by certified mail, return receipt requested, of the intention to terminate the wireless service

contract or part of it, and provides a copy of the service member's order for activation, deployment, or change of duty station; and

(2) if the service member or the service member's spouse owns the wireless telephone, the wireless telephone is returned to the custody or control of the wireless carrier, or the service member or the service member's spouse agrees in writing to return the wireless telephone as soon as practicable after the military service is completed.

Sec. 3. [325G.54] CANCELLATION WITHOUT PENALTY OF RENTAL, CLUB, AND MEMBERSHIP TRAVEL CONTRACTS BY MILITARY SERVICE PERSONNEL.

Subdivision 1. **Application.** This section applies to any rental contracts, club contracts, and membership travel contracts in which:

(1) such a contract was executed by or on the behalf of a person who, after the execution of the contract, was issued orders into active duty, for deployment, or for a permanent change of duty station; and

(2) where as a result of the orders it is impractical for the person to abide by the terms and conditions of the rental contract. For purposes of the subdivision, "service member" includes any business entity wholly owned by the service member or the service member's spouse.

Subd. 2. **Authority.** A service member who enters into a rental, club, or service contract, including that for services such as computer, Internet service, or any other type of service, and who is issued orders into active duty, for deployment, or for a permanent change of duty station, subsequent to the execution of the contract, is entitled to cancel the contract at no penalty and with a full refund of any money which may have been placed on deposit where the service member's military activation, deployment, or change in duty station causes it to be impractical for the service member to abide by the terms and conditions of the contract. For purposes of this subdivision, "service member" includes any business entity wholly owned by the service member or the service member's spouse.

Subd. 3. **Notice.** Any such contract may be terminated by notice in writing sent to the contractor by the person issued orders for active duty, for deployment, or for a permanent change of duty station, canceling the service member's rental, club, or membership travel contract within two weeks of the service member's receipt of the orders, and the notice must include a copy of the orders in question. Delivery of the notice must be made by certified mail addressed to the contractor. For purposes of this subdivision, "service member" includes any business entity wholly owned by the service member or the service member's spouse.

4.1 Subd. 4. **Other rights and protections.** The rights and protections afforded to
4.2 service members under the Servicemembers Civil Relief Act, United States Code, title 50,
4.3 sections 501 to 596, also apply in Minnesota to any business wholly owned by the service
4.4 member or the service member's spouse.

4.5 Sec. 4. **ENFORCEMENT.**

4.6 Sections 1 and 2 may be enforced by the attorney general pursuant to Minnesota
4.7 Statutes, section 8.31, and are subject to the penalties set forth in that section. Section 3
4.8 may be enforced pursuant to Minnesota Statutes, chapter 216B.