Testimony of T. Michael Morrissey, Connecticut State Director to the National Propane Gas Association C/O Morrissey Consulting, 332 Strickland ST, Glastonbury, CT 06033 (Office 860-633-8781) before the General Law Committee of the CT General Assembly on February 24, 2009.

Reference: **Raised Bill No. 6470: *AN ACT CONCERNING RESIDENTIAL HEATING OIL AND PROPANE CONTRACTS.***

Senator Donald A. Colapietro and Representative James Shapiro and other distinguished members of the committee; I am T. Michael Morrissey, Connecticut State Director to the National Propane Gas Association. Today, I represent local members of our national trade association. In that capacity, I am here to comment on **Raised Bill No. 6470: *AN ACT CONCERNING RESIDENTIAL HEATING OIL AND PROPANE CONTRACTS.***

In each of the last two years, our leadership team has worked very closely with representatives of the Attorney General Office to craft language to address concerns the State of Connecticut has had regarding residential consumers who purchase propane. Despite our efforts over the years, our state has for many reasons, not passed our suggested changes into law. This has been frustrating for the Attorney General's Office and the Department of Consumer Protection as well as for our industry. **R.B. No. 6470** offers a real and viable solution for residential customers who purchase propane in our state.

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We are supportive of the bill provided it is amended to add the word initial in front of the word "contract" at paragraph (g) as shown below:

> (g) The provisions of this section shall not apply to an existing customer of a person, firm or corporation selling at retail fuel oil or propane gas on October 1, 2009, who does not have a valid written contract in effect on said date, if such existing customer receives a written contract prior to October 1, 2009, containing all the terms and conditions for delivery of such fuel oil or propane gas and the amount of any fee, charge or penalty allowed under this section that such person, firm or corporation shall assess to the customer under such contract, provided: (1) Fees in such contract shall not be greater than the fees charged to such existing customer on October 1, 2009, and may not increase during the **initial** contract term; (2) the existing customer may reject such contract by notifying the person, firm or corporation selling at retail such fuel oil or propane gas not later than sixty days after the receipt of such written contract without any penalty, including, but not limited to, a tank removal fee; and (3) such written contract shall be effective if the existing customer does not reject such contract not later than sixty days after receipt of such contract.

This important change would allow our industry to recover the incremental costs of doing business, should they increase in the future.

This completes my testimony and I would welcome your questions at this time.