Bill No.: HB-7288
Title: AN ACT CONCERNING SNOW REMOVAL AND ICE CONTROL SERVICES
CONTRACTS.
Vote Date: 3/21/2019
Vote Action: Joint Favorable Substitute
PH Date: 3/12/2019
File No.: 495

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SPONSORS OF BILL:
General Law Committee

REASONS FOR BILL:
Snow Removal Contractors have seen an increase in liability claims against them for slip and fall litigations. People are bringing these claims against the snow removal contractors not the property owners, even when the snow removal company is working within the contract agreement. This is causing the snow removal companies to be negatively impacted by insurance premiums. Many snow removal companies are currently struggling to stay in business given the climate of litigation.

Substitute Language:
Section 1: (3) (b) Line 14 changed from related to snow removal to in connection with a snow removal. Line 15 changed from void if does any of the following to void if it requires, or has effect of requiring.
Section 1: (3) (b), (2) has been changed to include language from 3, 4, 5, and 6, which were deleted.

RESPONSE FROM ADMINISTRATION/AGENCY:
None Expressed

NATURE AND SOURCES OF SUPPORT:
Dillion, Kevin A. Executive Director, Connecticut Airport Authority
The CAA has a variety of contractors in place for snow removal and ice control services, to ensure a safe facility in bad weather. As a quasi-public agency, the CAA cannot rely on sovereign immunity that the state agencies enjoy. The CAA respectfully requests that the
committee considers adding to its JFS language the same exemption as the state to the CAA.

**Chiappetta, Don, West High Service Snow Removal, Stamford, CT**
Over the past 25 years, it has become difficult to operate a snow removal company. The increase of slip and fall claims have resulted in snow removal contractors being wrongly targeted. The current law makes us responsible for the snow removal on the owner’s property for the entire winter. The property owner has no accountability to monitor the conditions of their property. We are forced to monitor the property for the entire season at my expense. Current law is unfair to snow removal company and I am asking that the law be changed.

**Tallcouch, Jr., Chris W., CIC, Senior Vice President Commercial Lines, Tooher-Ferraris Insurance Group**
According to the ASCA, the Snow Industry pays $500 Million in Premiums yet, pays out $1 Billion Dollars in claims. This 2 to 1 ratio is not sustainable. In Connecticut, slip and fall claims are on the rise. The typical jury trial in Connecticut costs the insurance carriers on average $70,000 even if they are successful in the defense. These services may become cost prohibitive and disappear.

**Gilbride, Kevin, Executive Director, Accredited Snow Contractors Association**
Very often the clause in the contract reads, “Snowplowing to commence only when two inches have accumulated. Owner will instruct to apply salt.” When a property owner can pass blame onto the snow removal company, there is no incentive to maintain a safe environment.

**NATURE AND SOURCES OF OPPOSITION:**
None Expressed

Reported by: Bonnie Gray, Asst. Clerk    Date: 04/01/2019