

## **EXAMPLES OF ISSUES THAT COULD BE RAISED IN A RULEMAKING**

### **Consumers should be informed in writing:**

- **Process for filing a consumer complaint**
- **Response time of vendor to consumer complaint shall not exceed 30 days**
- **Price ranges to the consumer base of vendor**
- **Justifications for price variations**
- **Industry pricing averages in vendor's region of service**
- **Vendor's participation in LIHEAP and criteria for participation**
- **Tank rental fee and any special service charges**
- **Disconnection or discontinuation of service, 12 days prior**

The consumer has the right to change propane dealerships, without financial or service-related penalties, if the consumer is justly dissatisfied with either uncompetitive or unclear pricing variation practices or the service provided by a dealership.

Propane dealerships shall not charge additional fees or penalties for any services provided during a state of emergency such as severe weather.

During an emergency, propane dealerships provide minimally necessary services to consumers of competitor dealerships if the competitor is unable to do so, and the dealerships providing the emergency services not charge penalties or service charges that exceed the price agreed to pursuant to the competitor's existing consumer contract.

Dealerships whose service agreements are terminated recover proprietary tanks within thirty days from the date of service termination, and the dealerships provide an estimated retrieval date for the tanks.

In the case of service termination, the consumer has the right to be present when the dealership measures the remaining volume.

Propane dealerships receiving funding from the low income home energy assistance program be subject to the winter moratorium program.

Upon service termination, the consumer be refunded by the terminated dealership for any unused propane, and the refund be based upon the price of propane and services agreed to during the billing cycle immediately prior to the date of service termination, and mailed to the consumer within fifteen days following tank removal.

Vendor may not refuse to supply LP gas or any other heating fuel during the winter months to cash customers, even if the customer owes the dealer money. If the customer has cash to prepay or has made payment arrangements through the LIHEAP Program, the dealer must deliver.

A variation on this refusal to deliver fuel occurs when a dealer refuses to make a small delivery. If a dealer establishes an unreasonably high minimum delivery requirement, the dealer is also in violation.

Link to Maine: <http://www.maine.gov/tools/whatsnew/attach.php?id=27939&an=1>

Link to Vermont: <http://www.uvm.edu/consumer/?Page=fuel.html>

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