

**CONNECTICUT CHANGES  
TO UNIFORM VERSION OF  
REVISED ARTICLE 9  
OF THE UNIFORM COMMERCIAL CODE**

*By*

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**CONNECTICUT CHANGES FROM UNIFORM TEXT OF UNIFORM COMMERCIAL CODE REVISED ARTICLE 9**

Uniform Section Number and Title	Change From Uniform Text	Comments
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**CONNECTICUT CHANGES FROM UNIFORM TEXT OF UNIFORM COMMERCIAL CODE REVISED ARTICLE 9**

By

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Uniform Section Number and Title	Change From Uniform Text	Comments
§9-102(a)(27) Definition of "Continuation Statement"	Adds reference to "book and page" for real estate filings rather than "file number".	
§9-102(a)(32) Definition of "Encumbrance"	Rephrased definition (in light of Connecticut "title theory" of liens) but no substantive change.	
§9-102(a)(38) Definition of "Filing office regulation"	Changed reference to "rule" to "regulation" in light of Connecticut's Uniform Administrative Procedure Act.	
§9-102(a)(53) Definition of "Manufactured Home"	Deleted definition and inserted cross-reference to definition in C.G.S. §21-64 (which itself conditions it definitions upon adherence to federal law construction and safety standards).	
§9-102(a)(72) Definition of "Secured Party"	In subsection (F) deleted references to §2A-508(5), due to no adoption by Connecticut of UCC Article 2A.	Deleted reference to §5-118. Also deleted §5-118 reference in §§9-109, 9-109(a)(6), 9-203(c) and 9-

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<b>Uniform Section Number and Title</b>	<b>Change From Uniform Text</b>	<b>Comments</b>
		322(f)(3)

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<b>Uniform Section Number and Title</b>	<b>Change From Uniform Text</b>	<b>Comments</b>
§9-102(a)(79) Definition of “Termination Statement”	Adds reference to “book and page” for real estate records filings, rather than “file number”, in accordance with Connecticut practice.	
§9-103(e) Purchase Money Security Interests	Renumbers uniform, non-consumer, rule as “(1)” and creates a new subsection “(2)”, setting forth a new payment allocation rule in consumer cases. This change was modeled after the Tennessee non-uniform amendment. Subsection (h) was also amended to remove the “no inference” language as to §9-103(e), due to the new consumer rule, and added explicit cross references to part XI of chapter 669 of the Connecticut General Statutes for rules in “analogous consumer transactions”.	A question is presented as to whether this establishes a rule, since it is “analogous” – I do not believe that was intended. It was only to be a cross-reference for ease of the public, bench and bar.
§9-104(c)(2) Scope – Exclusion of Other State Laws	Deleted exclusion from the scope of Article 9 for another statute governing creation, perfection, priority or enforcement of a security interest.	Criticized by public finance transactions lobby seeking greater exclusion of public finance transactions from the scope of Article 9. This will be evaluated for changes in the next session of the General Assembly.
§9-109(d)(14) Scope – Exclusion for Public Finance Transactions	New exception excluding public finance transactions from the scope of Revised Article 9.	Utilizes exclusion text from current Article 9.

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§9-109(d)(15) Scope – Exclusion for lottery winnings, workers compensation benefits and structured settlements	Only excepts assignments of workers compensation benefits under C.G.S. §31-320. Original proposed text also excluded lottery winnings and structured settlement benefits entirely from the scope of Article 9 – even if properly approved and assignable under other law. [See <i>Rumblin v. Utica Mutual Ins. Co., et al.</i> , 254 Conn. 259, 757 A.2d 526 (2000).]	After considerable discussion with representatives of the insurance and structured settlements financing industry, the legislature decided to allow Article 9 to apply to assignments of Lottery winnings and structured settlements, if permitted under law <u>other</u> that Article 9. [Note discussion in legislative history.] However, §§9-406 and 9-407 were modified to exclude these assignments from the restrictions on alienability contained in these sections.
§9-104(d)(16) Scope – Exclusion for Certain Deposit Accounts	Excepts from the scope of Article 9 any security interest in payroll or trust accounts that are “titled or otherwise clearly identifiable” as such.	
§9-110 Security Interest Arising Under Articles 2 or 2A	References to Article 2A deleted here and in other sections of the Connecticut Act.	Article 2A references deleted in the following sections: §9-102(a)(72) (F) (definition of “secured party”); §9-102(b) (cross references to definitions in other Articles); §9-109(a)(5) (Scope-application of Article 9); §9-110 (security interests arising under Articles 2 and 2A); §9-203(c) (attachment and enforceability); §9-309(6) (security

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		interests perfected upon attachment); §9-322(f)(4) (priorities among conflicting security interests); §9-325(b)(2) (priority of security interests in transferred collateral) and §9-407(b) and (c) (restrictions on creation or enforcement of security interests in leasehold or lessor residual interests)
§9-201(b) General Effectiveness of Security Interests	Cross-references to consumer statutes added – C.G.S. §§36a-555 through 36a-573 (small loan lenders) and C.G.S. §§36a-770 through 36a-786 (RISFA).	Note that C.G.S. §36a.770 provides that RISFA and C.G.S. §§42-110b and 42-110c (retail credit transaction statement errors) control over Article 9 provisions.
§9-207(b) Rights and Duties of Secured Party in Possession of Collateral	Risk of loss of collateral in excess of insurance coverage was shifted to the secured party, for collateral in the possession of the secured party.	
§9-207(c) Rights and Duties of Secured Party in Possession of Collateral	Addition to statute made it explicit that non-consumers could agree that a secured party could hold money proceeds of collateral as additional security. Consumer exclusion for such agreements, which is not present under current Article 9, was added to this section at the insistence of consumer representatives. This also has the effect of not permitting a secured party to create a security interest in such collateral in its possession.	

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§9-207a ( <i>New</i> ) Agreement for security in household furniture.	Addition to uniform text to continue the Connecticut’s nonuniform provision only permitting purchase money security interests for household furniture used primarily for housekeeping purposes.	Formerly in C.G.S. §42a-9-209
§9-302 Perfection and Priority of Agricultural Liens		Note that no change was made, although Connecticut has no such statutory agricultural liens. These provisions were preserved to permit multi state transactions.
§9-311(a)(2) Perfection of security interest subject to certain statutes, regulations and treaties	Cross-references to C.G.S. §21-67a (manufactured home statute), §49-5 (security interest perfected by recording in land records), chapter 282 (railroad bonds and mortgages), chapter 283 (public utilities), and chapter 247 (certificate of title laws for motor vehicles). The statute also intended a generic reference to all such statutes, now or in the future, per Connecticut Law Revision Commission report.	
§9-311(d) Inapplicability to certificate title goods as inventory	Note that the language “as debtor” deleted from official text as surplus, no change in meaning was intended.	
§9-316(a)(4) Continued perfection of security interest following change in governing law	Added new section to give a secured party one year to discover and perfect against collateral owned by a “new debtor” located in another jurisdiction.	Modeled after Maryland’s non-uniform provision.

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§9-320 Buyer of Goods	Inserts provision allowing filing of a financing statement to protect security interest against rights of a consumer buyer of consumer goods from a consumer seller only if the original purchase price for the goods was more than \$3,500.00.	This was a compromise, adopting a similar provision, albeit with a \$500.00 threshold, in Wisconsin's version of old Article 9. The expressed concern of consumer interests and legislators was to protect consumer buyers of consumer goods at tag sales and other "low ticket" goods, who would not conduct a UCC search.
§9-323 Future Advances	No change from uniform provision, but note Official Comment relating to problem posed in Connecticut case.	No change was made, but the official comments (made relevant by the Connecticut Law Revision Commission Report and the remarks in the legislative history of the Bill) overrule the effect of <i>Dick Warner Cargo Handling v. Aetna Business Credit, Inc.</i> cases.
§9-334(j) Priority of Security Interest in Fixtures and Crops	Subsection (j) deleted, since there are no statutory agricultural liens in Connecticut.	

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§9-335(f) Accessions	Deleted exception for payment by the secured party to the <i>debtor</i> for repair of physical injury to the whole or to other goods from removal of collateral, but added an exception to not permit the debtor to refuse permission to remove collateral until adequate security was posted by the secured party for this reimbursement obligation.	CLRC discussion focused on prevention of “spite” removals and waste by secured parties. This also provides a useful economic tool to determine when an item of collateral is so affixed to the whole as to lose its separate nature (i.e. commingled under §9-336) (or when it becomes a fixture?)
§9-406(a) Discharge of Account Debtor, etc.	Added statutory duty on assignor secured party that receives a payment after notification of the assignment is given to the account debtor to either return the payment to the account debtor or forward the payment to the assignee.	Reflects concerns of consumer interests at the CLRC discussions, who wanted an express statement of this obligation, rather than relying solely upon unjust enrichment or common law theories of recovery.
§9-406(i) Discharge of Account Debtors, Restrictions on Assignments of Accounts, Chattel Paper, Payment Intangibles and Promissory Notes Ineffective, etc.	Renumbered and added subsection (1)(B), invalidating assignment provisions and nullification of antiassignment clauses or laws with respect to federal workers compensation benefits or special needs trusts (26 U.S.C. §104(a)(1) or (2), 42 U.S.C. §1396p(d)(4)) and state statutes – i.e. C.G.S. §§12-831 (lottery winnings), 31-320 (workers compensation assignments) and 52-225f (structured settlements assignments).	The structured settlement issues reflected discussions with structured settlement financiers and insurance industry representatives. Was intended to leave other law in place to determine effect of antiassignment provisions, i.e. <u>Rumblin v. Utica Mutual Ins. Co., et al.</u> , 254 Conn. 259, 757 A.2d 526 (2000)

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§9-408 Restrictions on Assignments of Promissory Notes, Health Insurance Receivables and Certain General Intangibles Ineffective	Subsection (c), which makes legal restrictions on assignments generally ineffective, is made explicitly subject to the same exceptions as in Connecticut’s nonuniform amendment to §9-406(i). These exceptions are set forth in a new subsection (f). Subsection (e) was also amended to provide that, except for the specific exceptions in said new subsection (f), the provision invalidating legal restrictions on assignments is applicable to any inconsistent statute, unless that statute refers to §9-408 and <i>expressly overrules</i> it.	
§9-501 Filing Office	The Office of the Secretary of the State is made the central filing office for all filings not required to be filed in the Land Records, and for transmitting utilities.	As under current Connecticut law and practice.
§9-502 Contents of Financing Statements, etc.	Reference to being “duly” recorded deleted in subsection (c) as unnecessary and a reference to “recording”, as distinct from “filing”, added to subsection (c), pursuant to existing Connecticut real estate law and practice.	
§9-512(a)(2) Amendment of Financing Statements	“Alternative B” in uniform text adopted and language adjusted to refer to “recording” rather than “filing” of records in the Land Records, per Connecticut law and practice. The uniform text was also amended to allow the amendment filed in the Land Records to refer to the initial financing statement by book and page, or by date and time of recording, per Connecticut real estate practice, and deleted the requirement that an amendment (as opposed to the initial financing statement) contain a description of the real property, since it is not necessary under Connecticut real estate practice.	

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§9-514(c) Assignment of Powers of Secured Party of Record	Added language to permit the assignment by a secured party of a security interest perfected by a fixture filing, as well as an assignment of an interest in a fixture perfected by a mortgage.	
§9-515(b) Duration and Effectiveness of Financing Statement, etc.	Deleted references to financing statements filed in connection with a public financing transaction, since they are intended to be excluded from Article 9.	Further deletion of public finance transactions from the scope of Article 9, or inclusion in Article 9, are expected to be discussed in the next session of the General Assembly, as part of the technical correction process, after consultation with affected interests.
§9-516 What Constitutes Filing; Effectiveness of Filing	In subsection (b)(3)(D) deleted requirement in an amendment or a correction statement of a property description relating to affected real property. [Although it is required in the initial financing statement.] §9-516(b)(5)(c)(iii) was also amended in the CLRC report, at the request of the Office of the Secretary of the State, to delete the requirement of an organizational identification number in an initial financing statement, since it is not currently required. Subsection (a) was also amended to add a reference to fees to be collected by Town Clerks under Conn. Gen. Stat. §7-34a.	Current search logic utilized by the Office of the Secretary of State appears to permit searches by organization number (not taxpayer identification number), so the impact of the deletion of this requirement on future ability to search by organization number is uncertain.

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§9-518 Claim of Inaccurate or Wrongfully Filed Record (i.e. Correction Statements)	Uniform text “Alternative B” selected. In §9-518(b)(1) changed requirement of both file number and Land Records reference to either, in appropriate case, and allowed reference to initial financing statement in Land Records to book and page or the date and time of the recording, as in current Connecticut real estate practice.	
§9-519 Numbering, Maintaining and Indexing Records; Communicating Information Provided in Records	Amended subsection (a) to only require a unique filing number to be assigned for records filed in the Office of the Secretary of the State. CLRC report deleted the requirement of a so-called “check-sum digit” in the filing number, at the request of the Office of the Secretary of the State, since not the current practice. Amended the balance of the provisions to provide for indexing in the Land Records and retrieval by book and page (but cannot retrieve by date and time of recording) as in current practice and to provide for marginal notations of later assignments, amendments, continuations, terminations or correction statements, as in current C.G.S. §42a-9-409. Changed reference to filing office “rule” in subsection (g) (formerly subsection (h)) to “regulation” in accordance with Uniform Administrative Procedures Act in Connecticut and extended time limits for the Office of the Secretary of the State to file or retrieve records from two (2) to five (5) business days after receiving the record or request, per the request to CLRC from the Office of the Secretary of the State. This time limit was deleted entirely for local real estate filing offices as in current law. (?)	
§9-520(b) Acceptance and Refusal to Accept Record	Reference to filing office “rule” changed to “regulation” per Uniform Administrative Procedures Act and the time limit to communicate rejection of a record, with reasons, was extended from two (2) to five (5) business days, to conform to the change in §9-519(g).	Note, however, that the Office of the Secretary of the State is permitted to specify a shorter time limit by regulation.

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§9-521 Uniform Form of Written Financing Statement and Amendment	Statutory “safe harbor” forms were deleted from the statute but the Secretary of the State is permitted to adopt and to change the forms by filing office rule.	CLRC report noted that the Connecticut form should generally mirror the national uniform form, in light of multi-state uniformity concerns. Secretary of State promulgated separate forms for filing in its office (not in Land Records). However they have announced that they will accept filings on the national form, or manuscripted forms, provided that they contain all information required under §9-516.
§9-522 Maintenance and Destruction of Records	Uniform text “Alternative B” adopted and provisions were inserted allowing retrieval, in addition to debtor’s name, by book and page or date and time for filings in Land Records, in accordance with Connecticut real estate practice.	
§9-523 Information From Filing Office; Sale or License of Records	Subsection (a) amended so that the Office of the Secretary of State is not required to send an “image” of the filed record, but merely an acknowledgement of the filing containing the filing number. Filing offices for Land Records are correspondingly required to send such an acknowledgement with the volume and page and, if a written record, the date and time of the recording. Provisions for noting filing information on a copy provided by the filer were deleted, since not done under Connecticut practice. Subsection (c) was amended to extend the maximum “gap” period for a search result to 6 days, as the result of the change in the maximum period of 5 days for the filing office to complete the filing process. Also, the ability to perform a search for a debtor at a particular address was deleted, at the request of the Office of the Secretary of the	

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	<p>State, since such searches are not available under its existing search logic. Subsection (c)(1)(C) was amended to make clear that the Office of the Secretary of the State is not required to transcribe information as to the collateral that is available in other forms (i.e. by ordering a copy) – due to the concern of the Office of Secretary of the State regarding work load and possible liability for errors in such transcription. Subsection (d) elected the alternative in the uniform text for the filing office to provide a “written certificate”, rather than a record that can be entered into evidence without authentication, since other law is to govern such admissibility of evidence and not to create a rule of evidence in Article 9 – left to the Courts and other state law. The time limit in subsection (e), for responses to requests for information from the Office of the Secretary of the State, was extended from 2 to 5 business days and the reference to “rule” changed to “regulation”, in conformity with the corresponding changes in earlier sections. Subsection (f) was also changed to extend the time periods within which the Office of the Secretary of the State must provide filing information, in bulk, to the public (i.e. to allow search firms as on-line entities access to this information) from weekly to monthly, due to concerns about the work load expressed by the Office of the Secretary of the State to the Judiciary Committee after the Bill was introduced.</p>	
<p>§9-525 Fees</p>	<p>Rewrote the fees section in accordance with the current statutory fees (in CGS §42a-9-403(5) and 42a-9-407) and changed the manner in which charges are calculated for copies, per the request of the Office of the Secretary of the State. Also references to filings for public finance transactions were deleted.</p>	

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§9-526 Filing Office Regulations	Deleted uniform provisions requiring the filing office to publish rules, make them consistent with Article 9 and to harmonize the rules, to the greatest extent possible, with other jurisdictions and model rules. At the request of the Office of the Secretary of the State, this was changed to a simple directive to publish regulations, in accordance with the Uniform Administrative Procedures Act, to implement Revised Article 9.	
§9-527 Duty to Report	Deleted the duty to submit a report annually on the operation of the filing system and harmonization with other jurisdictions and model laws, at the request of the Office of the Secretary of the State.	
§9-601(c) Rights After Default, etc.	Per the requests of consumer interests, the CLRC report changed the cumulative rights provisions in subsection (c) to make it explicitly subject to any contrary law in a consumer transaction (such as RISFA).	This change was not intended to change the law, but only to alert counsel to the fact that such exceptions might exist in consumer transactions.
§9-603(a) Agreement on Standards Concerning Rights and Duties	As the result of consumer comments, subsection (a) was changed in the CLRC report to provide that agreed upon standards in consumer transactions not be “unreasonable”, as opposed to “manifestly unreasonable”, as in former Article 9 and for commercial transactions.	This standard will allow judges to substitute their notions of “reasonableness”. The “manifestly unreasonable” standard was intended to limit this judicial discretion and intervention. This is a change in the current law and was not adopted in other states. (?)
§9-604 Procedure of Security Interest Covers Real Property or Fixtures	The CLRC report amended subsection (d), which is the rule for reimbursement for costs of removal and physical injury to real property from removal of collateral, to conform to the rule on accessions in §9-335(f) – i.e. debtor is also entitled to reimbursement for damage, but may not refuse permission for removal pending adequate security.	

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§9-605 Unknown Party or Secondary Obligor	A new subsection (b) was added in the CLRC report to make explicit the implied obligation of good faith on the secured party to take note of address changes communicated to it and otherwise to take reasonable steps to communicate with debtors, obligors and secondary obligors.	
§9-607 Collection and Enforcement By Secured Party	In subsection (b) the CLRC report added the words “if any” to the reference to the enforcement by the secured party of the right of the debtor to enforce a mortgage nonjudicially.	This was to make clear that other law determines whether a nonjudicial foreclosure remedy is available and that Article 9 does not establish such a right.
§9-609 Secured Party’s Right to Take Possession After Default	A new subsection (d) was added in the CLRC report, as the result of consumer representative comments, and was amended by the General Assembly, to restrict “electronic self-help” – defined as use of electronic means to take possession of collateral or to render equipment unusable and to dispose of it on debtor’s premises. Electronic self help must be specifically authorized in the security agreement and at least 15 days prior notice must be given to the debtor of the fact that the secured party intends to use electronic self help after the 15 day period, the nature of the claimed default, and the name, title, address and telephone number of the secured party representative to contact regarding the breach. A breach by the secured party will subject it to direct, incidental <i>and consequential</i> damages, which are not waivable in the security agreement. Note also that under this provision the secured party may not use electronic self help if it has “reason to know” that the use will result in substantial injury or harm to the “public health or safety” or “grave harm to the “public interest substantially affecting third parties not involved in the dispute”.	Note the problems with the notice requirements and draconian penalties for any failure.
§9-617(a)(3) Rights of a Transferee of Collateral	Deleted reference to exception for certain subordinate liens discharged by a secured party sale of collateral pursuant to a prior security interest, since Connecticut has no such liens.	

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§9-620(h) Acceptance of Collateral in Full or Partial Satisfaction of Obligation, etc.	At insistence of consumer representatives, subsection (h) added to permit a consumer in a consumer goods transaction to prove that the security party agreed, in fact, to accept collateral in full satisfaction of the obligation. This overturns the “bright line” general rule in §9-620(b) that a secured party is not to be deemed to have accepted collateral in full satisfaction of the obligation without a record authenticated by the secured party –i.e. a statute of frauds provision.	Note, however, that this does not permit a “deemed” acceptance – as in cases in other states essentially adopting an “absolute bar” deficiency rule. The secured party has to agree, in fact, to such acceptance in full satisfaction.
§9-625 Remedies for Secured Party’s Failure to Comply with Article	As the negotiated consequence of the agreement by the General Assembly to restore the exclusion in §9-628 that a secured party is not liable for statutory damages for failure to give a notice of surplus or deficiency to consumers under §9-616. Uniform subsections (e)(5) and (6) were amended to permit minimum fixed damages of \$500.00 for failure to give such notice, whether the failure was part of a pattern or not.	Consumer finance industry representatives did not want the additional statutory penalties in §9-625(c)(2) – i.e. entire finance charge plus 10% of principal – to apply to failure to give the new statutory notice. Also, this was part of the national consumer compromise on this issue.
§9-626(b) Action in Which Surplus or Deficiency is in Issue	At the insistence of consumer representatives, the CLRC report added language to supplement the rule that courts should look to other law to determine the deficiency and surplus rules in consumer transactions, to provide an explicit reference to Part XI of Chapter 669 of the Connecticut General Statutes (i.e. RISFA).	The exception for §9-627(b) was intended only to apply the same formulation as in §9-627(e). The language, however, may be a problem and might be construed nullify the examples of commercially reasonable behavior in §9-627(b).

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§9-627(e) Determination of Whether Conduct is Commercially Reasonable	New subsection (e) added to provide that “safe harbor” examples in subsection (b) do not affect the calculation of the surplus or deficiency under §9-626(b).	Note that this may be a problem, since §9-627 only deals with instances where the disposition <i>is</i> commercially reasonable. This was not intended to alter the rule and the language will have to be reviewed in future sessions of the General Assembly.
§9-701 Effective Date	Uniform §9-701 was deleted and the effective date was left to general statutes relating to uniform October 1 <sup>st</sup> effective date of Bills and the rest of sections in Part 7 were renumbered accordingly.	Conn. Gen. Stat. §2-32

**MATERIAL CORRESPONDING CHANGES TO OTHER CONNECTICUT STATUTES**

<b>Connecticut General Statutes Section Number and Title</b>	<b>Change From Prior Text</b>	<b>Comments</b>
§1-1a Terms relating to security in personal property	General references to “chattel mortgage”, “condition sale contract”, “lien or other references to personal property security in the Connecticut General Statutes deemed to refer to Article 9 – reference to exceptions in Revised §9-109 conformed.	No substantive change.
§10a-109h Security for indebtedness; indenture (University of Connecticut)	Exception to filing or recording for pledge of personal property securing obligations issued by university -- reference to Article 9 conformed to Revised Article 9.	No substantive change.
§10a-233 Fees (Higher Education Supplemental Loan Authority)	“Opt-in” provision, allowing authority to adopt Article 9 – references conformed to Revised Article 9.	No substantive change.
§12-35a Lien on personal property as security related to delinquent state taxes	Corrected references to definitions in Revised §9-102 and Revised §9-103 and provided, in subsection (b), for filing of personal property liens “upon the goods situated in the state” as if the debtor was located within the state. Subsection (c) also provides that the state has the rights and remedies of a secured party under Part 6 of Revised Article 9.	
§12-81 Exemptions (from taxation)	Corrects references to purchase money security interests and other Revised Article 9 references.	No substantive change.

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<b>Uniform Section Number and Title</b>	<b>Change From Uniform Text</b>	<b>Comments</b>
§12-195a Personal property tax liens: Definitions (Municipal Tax Liens)	Corrects cross references to definitions and Revised Article 9 references. Also, subsection (a) provides for filing a tax lien in the UCC records as if the debtor was located within the state, with the lien attaching to “goods situated within the state” and after acquired property.	
§12-195b Perfection. Priority	Corrects Article 9 references and adopts UCC filing system and forms.	No substantive change.
§12-195e Rights and remedies of municipality and taxpayer	References to Part 6 of Revised Article 9, for rights and remedies of municipality under lien, substituted for old Article 9 references.	No substantive change.
§12-195f Validity of liens	Corrects references to Revised Article 9.	No substantive change.
§12-195g Discharge	UCC termination statements employed – references to Revised Article 9 corrected.	No substantive change.
§14-165 Definitions (Motor vehicle registration statute)	Incorporates correct Revised Article 9 references.	No substantive change.
§14-167 Certain liens and security interests not affected (Motor vehicles)	References buyer in ordinary course rule in Revised §9-320 for inventory sold by manufacturers or dealers who hold motor vehicles for sale.	No substantive change.

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<b>Uniform Section Number and Title</b>	<b>Change From Uniform Text</b>	<b>Comments</b>
§14-185 Perfecting of security interest	Corrects cross-references to correct sections of Revised Article 9.	Note – no reference to lien in inventory in hands of a seller of goods of the kind by filing, as in Revised §9-311(d) – creates a conflict with Revised Article 9.
§16-245k Security interest in transition property described; creation; perfection. Transferring transition property. Duration of department’s authority to issue financing orders (Public Utilities Control Authority – Public Service Companies)	Rules for transfer of “transition property” (relating to recapture of “stranded” costs by public service companies in process of deregulation and restructure) – first to file rule for assignee priority adopted, with a financing statement filed in this state as if the debtor was located within the state.	No substantive change.

**CONNECTICUT CHANGES FROM UNIFORM TEXT OF UNIFORM COMMERCIAL CODE REVISED ARTICLE 9  
MATERIAL CORRESPONDING CHANGES TO OTHER CONNECTICUT STATUTES**

<b>Uniform Section Number and Title</b>	<b>Change From Uniform Text</b>	<b>Comments</b>
§22a-452a State lien against real state as security for amounts paid to clean up or to remove hazardous waste. Notice and hearing.	References to duties of town clerks filing environmental liens corrected to refer to duties under Revised §9-515.	No substantive change.
§32-23f Bonds and notes (Connecticut Development Authority)	“Opt-in” election for authority to adopt Article 9 to govern pledges or assignments securing bonds and notes corrected to refer to sections of Revised Article 9, excepting such bonds and notes from exception in CT Revised §9-109(d)(14) and to provide for filing as if the debtor was located within the state.	
§36a-770 Applicability of commercial code. Filing and recording. Definitions. (Retail Instalment Sales Financing Act)	Corrects references to Revised Article 9 in RISFA (Conn. Gen. Stat. §36a-770 through §36a-788 – Part XI of Chapter 669) and in Retail Credit Transaction Statement Errors Chapter (Conn. Gen. Stat. §42-100b through §42-100c, Chapter 733a). Also incorporates filing and recording provisions in Revised Article 9 and refers to UCC definitions.	No substantive change. Note that this statute provides that in any conflicts between these statutes and Revised Article 9, these statutes will prevail.
§36a-779 Assignment of contract (RISFA)	Assignment and purchase of retail instalment sale contracts and instalment loan contracts treated as chattel paper under Article 9 – references to Revised Article 9 inserted.	No substantive change.

**CONNECTICUT CHANGES FROM UNIFORM TEXT OF UNIFORM COMMERCIAL CODE REVISED ARTICLE 9  
MATERIAL CORRESPONDING CHANGES TO OTHER CONNECTICUT STATUTES**

<b>Uniform Section Number and Title</b>	<b>Change From Uniform Text</b>	<b>Comments</b>
§42-160 Owner's lien upon defaulting occupant's property (Self-Storage Facilities)	No mechanics lien priority – corrected reference to Revised §9-333 (formerly Conn. Gen. Stat. §42a-9-310) inserted.	No substantive change.
§49-32a Federal liens	Corrects references to UCC filing provisions, duties of the filing office and applicable fees from Revised Article 9.	No substantive change.
§52-355a Judgment lien on personal property	Non-consumer judgment liens on personal property – corrected references to Revised Article 9 provision inserted. Amendment made to statute to allow filings in the state as if the debtor was located in the state and restricts the lien (for out-of-state debtors only) to tangible personal property located within the state.	No change was made as to the broad reach of lien for in-state judgment debtors.
§52-380d Release of judgment lien on real or personal property. Form	Cross reference to Revised Article 9 fee provision (Revised §9-525) inserted.	No substantive change.
§52-572g Defenses against holder in due course of instrument in consumer goods credit transaction	Cross references definition of consumer goods in Revised §9-102.	No substantive change.

**CONNECTICUT CHANGES FROM UNIFORM TEXT OF UNIFORM COMMERCIAL CODE REVISED ARTICLE 9  
MATERIAL CORRESPONDING CHANGES TO OTHER CONNECTICUT STATUTES**

<b>Uniform Section Number and Title</b>	<b>Change From Uniform Text</b>	<b>Comments</b>
§53-129a Defrauding secured party	Criminal fraud statute cross references to definitions in Article 9 substituted Revised Article 9 references.	No substantive change.
§§42a-10-102 through 42a-10-107	Former Article 9 transition provisions were revised to simply update the effect to January 1, 2001.	The CLRC Report suggested that consideration be given to deleting these provisions. These provisions, for previously effective security interests, conflict with Revised Article 9 and the transition provisions in Part 7. They must be reviewed and consideration given to repeal.