## Connecticut General Assembly

## The Energy and Technology Committee

March 5, 2013

Raised House Bill No. 6470, *AAC Concerning Clarity of Retail Electric Offering Terms*

## Testimony of Dominion Retail, Inc.

My name is William Barkas, and I am Manager of State Government Relations for Dominion Retail, Inc. My company is a licensed retail electric supplier with more than 670,000 electric customers in nine states, including more than 60,000 small mass market customers in Connecticut together with our business partner, Levco Energy. Overall, we serve more than two million retail energy customers in 15 states.

**HB 6470**

The purpose of this bill is apparently to provide more clarity to the advertisements or disclosures made by retail electric suppliers to consumers. The goal is laudable since it is not in the long-term interests of respectable suppliers that consumers should feel they have been misled or that a misrepresentation was made to them. Unfortunately, this bill language is confusing and consequently may cause unintended problems. For example:

1) When the supplier's price is mentioned anywhere in its written materials that the expiration term of the contract must also be stated? Or would just one price/term reference per page be sufficient?

2) If the body of the materials uses 12 font type, but the advertised price and term at the top of the printed material (like a Johnson box) is in 48 size font, does the price and term stated in the main body of the material then also have to be in 48 size font?

These are the kind of issues that should be clarified. We would recommend that the bill language authorize the PURA to establish a stakeholder technical work group to thoroughly discuss the consumer concerns involved here so that suppliers can better understand the types of practical, modifications needed to their advertisements and disclosures to avoid any misunderstandings so as not to jeopardize the health and integrity of the retail choice market.