

**Connecticut General Assembly**  
**The Energy and Technology Committee**

March 5, 2013

*Raised House Bill No. 6473, AAC Concerning Whistleblower Protection, The Purchased Adjustment Clause, Electric Supplier Disclosure Requirements, The Call Before You Dig Program, And Minor And Technical Changes To The Utility Statutes*

**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 nearly 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 6473**

Our comments are directed at only one provision of this bill on which we otherwise take no position. Section 12 (f) states: "Each electric supplier shall provide a customer with written notice of a change to such customer's electric generation rate at least three weeks prior to the rate change. The notice shall be distributed in the format and manner approved by the Public Utilities Regulatory Authority." The language sounds innocuous enough, but from a business perspective it raises several questions such as the following:

- 1) How does a supplier provide at least three weeks' notice on a monthly variable contract?
- 2) Is the purpose of this language to prohibit variable price contracts?
- 3) Is the intent of the language to apply only to fixed-price contracts?
- 4) Does the notification requirement apply to a decrease in price?
- 5) Will the "format and manner approved by the" PURA add additional costs and confusion to suppliers' communications with their customers?

We recommend that this language be modified to apply only to fixed-price contracts with a term of greater than six months, a requirement that has been adopted in another successful retail choice state. Furthermore, the notification should not apply to a price decrease since it is unlikely to influence a consumer's actions. We also believe that it is in consumers' best interest to be educated as to the definition of a "fixed" versus "variable" price, and certainly the PURA could lend its expertise in reviewing and defining this issue of definition which is becoming increasingly controversial in other retail choice states.