



**Ms. Kirsten Walli
Board Secretary
Ontario Energy Board
P.O. Box 2319
2300 Yonge Street, Suite 2700
Toronto, ON M4P 1E4**

November 16, 2015

Re: Planet Energy (Ontario) Corp. ["Planet Energy"] Comments on – Giving Effect to the OEB's Report on the Effectiveness of the Energy Consumer Protection Act, 2010 (EB-2015-0268)

Dear Ms. Walli,

Planet Energy would like to thank you for the opportunity to comment on the proposed materials.

Planet Energy notes that nearly all of the documents provided for comment and proposed for amendment are dependent upon legislative changes and, as such, changes to Bill 112 or the regulations thereto, may affect the proposed materials. Therefore comment at this stage would assume facts that are not yet established. Planet Energy believes this review process to be premature, presumptuous, and prejudicial to the process as required under regulation. Planet Energy recommends that this review be postponed until the appropriate time. Planet Energy at this time does not believe it appropriate to comment on items which at present time are not supported by law and/or regulation, and in some instances, are contrary to current law and/or regulation. The Board's process herein has the potential to bias the statutory process currently before the Ontario legislature. Furthermore, the regulations associated with Bill 112 have not been issued by the Ontario Ministry of Energy for comment. The Board should wait for Bill 112 to receive Royal Assent, and for the associated regulations to be finalized.

Further, the provided documents are not the final format of what is to be presented to consumers. Planet Energy believes that the provision of the documents at this time suggests that the process is being subverted. It appears that a conclusion has already been reached pertaining to the documents and materials. If made available, any future consultations and reviews, should be more fulsome on this topic to ensure all concerns by stakeholders and/or parties are adequately considered and addressed while still taking into consideration the Board's objective to ensure more consumer friendly materials.

It is Planet Energy's understanding that the goal of the updated materials is to ensure consumer protection, while ensuring that the materials are more efficient and consumer-friendly. Upon review, Planet Energy believes that the additional materials are subverting consumer protections. It is in Planet Energy's experience, that providing consumers with a significant amount of information and a large

number of documents is counterproductive and overwhelming for the consumer. This leads to a higher number of customers failing to review any of the documentation provided, which in-turn leads to confusion and uninformed consumers. Providing customers with the essentials of the program in the form of concise documentation, is more beneficial. It is Planet Energy's view based on experience with consumers in various markets throughout North America, that clear and concise information presented to consumers in a consumer-friendly manner leads to advanced levels of consumer protection.

Planet Energy would also like to re-state its position pertaining to the Global Adjustment. Various Utilities, and virtually all industry participants in Retail energy, as well as Ontario's Auditor General, have all recommended that the Global Adjustment be displayed as a separate line item for all consumers in Ontario. The Global Adjustment makes up the single largest cost of a consumer's bill; however it is a hidden charge for almost all Ontario consumers. The Global Adjustment is approximately 230% higher than the next highest single charge on a typical consumer's bill, yet is hidden from consumers. To the best of Planet Energy's knowledge, no other market disguises any significant portion of a consumer's bill, and Planet Energy believes this to be highly misleading to consumers. The lack of transparency regarding the Global Adjustment to the Ontario consumer should be corrected, by displaying it to all Ontario consumers as a separate bill line item. Such a change would not require any development or cost to Ontario's electric utilities and could be done at any time, and without delay.

However, barring postponement and not waiving the comments as stated, Planet Energy would like to submit the following statements on the materials as provided.

Sincerely,

A handwritten signature in black ink, appearing to read 'J. Small', written in a cursive style.

Jordan Small
Director, Regulatory Affairs and Compliance
Planet Energy (Ontario) Corp.

Appendix A – Disclosure Statement Residential Dual Fuel

Planet Energy has the following comments pertaining to the proposed changes:

The provided document is not the final format of what is to be presented to consumers. As such, Planet Energy believes the review to be incomplete as it is unable to fully comment on the function and form of the document. As such, Planet Energy believes this review to be pre-mature and incomplete and requests that a review be done when the document is presented in a more complete format.

Further, the provided document assumes facts which are not established, such as laws and regulations which are pending in Bill 112, that is currently before the Ontario legislature. Planet Energy believes this review process to be premature, presumptuous and prejudicial to the process as required under regulation. Planet Energy recommends that this review be postponed until the appropriate time. Further, statements within the document at present time are not within regulation and/or law, and as such, the recommended changes are at present time outside of regulation and law. Furthermore, the regulations associated with Bill 112 have not been issued by the Ontario Ministry of Energy for comment. The Board should wait for Bill 112 to receive Royal Assent, and for the associated regulations to be finalized.

However, barring postponement and not waiving the comments as stated, Planet Energy would like to make the following statements regarding the provided document.

Within the document there is the statement:

“Don’t sign at the door – Energy retailers are not permitted to ask you to enter into a contract on the doorstep of your home. Take the time that you need to decide if a retail contract is right for you.”

This statement is assuming facts which are not established and is outside of current regulations. Planet Energy does not believe this statement to be within the scope of current regulation and/or law, and as such is inappropriate to comment on this.

Within the document there is the statement:

“Savings are not guaranteed – A retail contract may not save you money. Check the Price Comparison sheets you received from the energy retailer before making a decision.”

Planet Energy agrees with the content of the statement, however it believes that the delivery of the statement to be misleading. Planet Energy recommends that the statement be made fair and balanced. Planet Energy recommends that the statement be changed to state:

“Savings are not guaranteed – A retail contract may, or may not save you money.”

Within the document there is the statement:

***“Having second thoughts?
If you change your mind, you can cancel your contract without a cancellation fee in these cases:***

- *within 20 days after entering into a contract;*

This statement is assuming facts which are not established and is outside of current regulations. Planet Energy does not believe this statement to be within the scope of current regulation and/or law, and as such is inappropriate to comment on this.

Within the document there is the statement:

“Confirming your contract

The energy retailer will call you 20-45 days after you’ve entered into a contract to verify that you wish to continue with the contract.”

This statement is assuming facts which are not established and is outside of current regulations. Planet Energy does not believe this statement to be within the scope of current regulation and/or law, and as such is inappropriate to comment on this.

Further, the consumer at this point in time has not entered into a contract for energy supply, and as such, the above statement is incorrect and misleading.

Within the document there is the statement:

“Acknowledgement

I have read and understood this Disclosure Statement. This Disclosure Statement is not part of the contract.”

This statement is factually incorrect. For all low-volume agreements, a Disclosure Statement is required to be provided to consumers. As the Disclosure Statement is required by regulation, it is part of the contract with an energy retailer. As such, the above statement is misleading.

As previously stated, the provided documentation is not the final format of what is to be presented to consumers. As such, Planet Energy believes the review to be incomplete as it is unable to comment on the function and form of the document and recommends a review at a time which is appropriate.

Appendix B – Electricity Price Comparison Residential

The provided document is not the final format of what is to be presented to consumers. As such, Planet Energy believes the review to be incomplete as it is unable to fully comment on the function and form of the document. As such, Planet Energy believes this review to be pre-mature, presumptuous and incomplete and requests that a review be done when the document is presented in a more complete format.

However, barring postponement and not waiving the comments as stated, Planet Energy would like to make the following statements regarding the provided document.

Within the document there is the statement:

“It shows you what an average household pays for electricity when buying its electricity from the utility and what that same household would pay if it bought electricity at the price offered by the electricity retailer. Table A and Table B below compare prices for a residential customer who uses:”

Planet Energy and various other parties have stated that direct comparison(s) of a Retailers/Marketers rate to the utility rate is misleading, confusing for consumer’s, and highly misrepresentative. Further, Planet Energy notes that Retailers/Marketers, Utilities and other parties have arrived at similar conclusions on this topic, without discussion with each other. For example, please see the following quotes:

“In addition, ensuring an “apples to apples” comparison of costs can be a challenge.”
– Whitby Hydro

“If the Board would like to present an accurate comparison of the commodity cost based on the retailer contract price and the commodity cost based on system supply price on the bill, it would be important for distributors to also calculate and add the Global Adjustment to each of those costs.”
– Hydro One

“The fact that Enbridge’s gas supply charge changes quarterly is another factor that would complicate any direct comparison at a specific point in time to a gas vendor’s charge.”
– Enbridge

“Comparing the system supply commodity charge to a gas vendor supply charge at a specific point in time is likely not an “apples to apples” comparison.”
– Enbridge

“This current comparison thus has issues that causes customer confusion...”
– Canadian RiteRate

Planet Energy has previously noted that no other market in North America uses the current format of Price Comparison forms. While other markets have discussed different types of comparisons, direct comparison(s) in the proposed format were invalidated by the other markets because of the inherent misrepresentation of comparing rates which are not an “apples to apples” comparison. The

ensuing conclusion from which was that such comparisons increased consumer confusion, and that such comparisons were misleading and misrepresentative, and resulted in decreased consumer protection(s).

Planet Energy recommends that the Price Comparison forms be re-formatted to provide a correct “apples to apples” comparison.

Within the document there is the statement:

“Most consumers buying electricity from their utility pay time-of-use electricity prices set by the Ontario Energy Board (OEB). Table A below shows the time-of-use prices in effect now, which are valid from November 1, 2015 to April 30, 2016. These prices can change every May and November. Table B below shows the contract price offered by the electricity retailer that gave you this price comparison sheet. Retailer prices are not set by the OEB.”

Historically, almost all electricity agreements in Ontario have been for a term of five years. A comparison between current utility prices as applicable for a period of six months or less (as the comparison may be less than 1 month or even not applicable to the consumer at all), and a Retailer's price(s), which are applicable for sixty months, is misleading and misrepresentative, and is equivalent to comparing Apples to Automobiles. If a comparison is to be made, Planet Energy recommends that future pricing with the utility be included in the comparison, which is equivalent to the term of the agreement with the Retailer.

With regards to the table outlined, Planet Energy would like to review the table to be used and/or proposed and would like to provide comment on such table, once ready.

Within the document there is the statement:

“All electricity consumers have to pay their share of the GA. The electricity prices offered by your utility already include an estimate of the GA. If you switch to a retailer, you will have to pay your share of the GA in addition to the contract price. The GA is calculated each month, and can change every month.”

Planet Energy recommends that this is changed to state:

“All electricity consumers have to pay their share of the GA. The electricity prices offered by your utility already include an estimate of the GA. If you switch to a retailer, you will have to continue to pay your share of the GA. The GA is calculated each month, and can change every month.”

The removal of the statement that the Global Adjustment is in addition to the contract price is because the statement is misleading and misrepresentative to consumers. The statement gives consumers the direct impression that the Global Adjustment is directly related to their Retail contract and that the Retailer is the responsible party for the Global Adjustment. This in Planet Energy's experience is the primary driver of complaints, and the misleading and misrepresentative statements to consumers by various parties, including the utilities, which state that the Global Adjustment is directly related and/or attributed to Retailers, is a primary driver. None of which is factual.

The consumer should also be informed that they will continue to pay the Global Adjustment when switching to a Retailer. By not stating such, the impression given to the consumer is that it is a new charge which they did not previously have to pay.

Within the document there is the statement:

“Acknowledgment

I have read and understood this price comparison. This Price Comparison is not part of the contract.”

This statement is factually incorrect. For all low-volume agreements, a Price Comparison is required to be provided to consumers. As the Price Comparison form is required by regulation, it is part of the contract with an energy Retailer. As such, the above statement is misleading.

Appendix B – Gas Price Comparison Residential

The provided document is not the final format of what is to be presented to consumers. As such, Planet Energy believes the review to be incomplete as it is unable to fully comment on the function and form of the document. As such, Planet Energy believes this review to be pre-mature, presumptuous and incomplete and requests that a review be done when the document is presented in a more complete format.

However, barring postponement and not waiving the comments as stated, Planet Energy would like to make the following statements regarding the provided document.

Please see Planet Energy's comments above under **Appendix B – Electricity Price Comparison**. Planet Energy believes that its' comments for the electricity Price Comparison form are applicable to the Gas Price Comparison form.

However, Planet Energy has the following additional comments pertaining to the Gas Price Comparison form.

Within the document there is the statement:

“Table A and Table B below compare prices for an average residential customer who uses 3,064 m³ per year. It assumes that usage is the same every month. However, the amount of natural gas you actually use in each month changes throughout the year. If your actual monthly natural gas use is different, your monthly gas supply and transportation costs will also be different.”

Planet Energy believes that the above statement is confusing and misleading to consumers. While the Electricity Price Comparison form is based on monthly usage, the Gas Price Comparison form is annualized. Further, the need for qualification and explanation pertaining to usage shows how confusing the calculations being used are. It is also further misleading and misrepresentative to consumers, knowing that most consumers consume approximately 70% of their usage within 5 months of the year. Further, this is a misleading and misrepresentative statement, since utilities natural gas rates change quarterly. As such, using an annualized price comparison, while using a 3 month rate for comparison, is misrepresentative, misleading and purposely confusing to consumers. Planet Energy recommends that this part of the document be corrected.

Within the document there is the statement:

“If you purchase your natural gas from Enbridge Gas Distribution Inc. (Enbridge), your natural gas prices are reviewed and approved by the Ontario Energy Board, the independent regulator, and can change every four months (January 1st, April 1st, July 1st and October 1st).”

There is a factual error in this document which states that the prices can change every four months.

Further Planet Energy has previously submitted that the current Gas Price Comparison form is misleading and misrepresentative to consumers, as the form does not include the Gas Cost Adjustment charge. Planet Energy recommends that this be corrected and that the Gas Cost Adjustment charge be displayed to consumers within the Price Comparison form, if the current format is to continue.

Appendix C – Non Residential Dual Fuel Verification Call Script

The provided document assumes facts which are not established, such as laws and regulations which are pending in Bill 112, that is currently before the Ontario legislature. Planet Energy believes this review process to be premature, presumptuous and prejudicial to the process as required under regulation. Planet Energy recommends that this review be postponed until the appropriate time. Planet Energy at this time does not believe it appropriate to comment on items which at present time are not supported by law and/or regulation, and in some instances, are contrary to current law and/or regulation.

However, barring postponement and not waiving the comments as stated, Planet Energy would like to make the following statements regarding the provided document.

Planet Energy has the following recommendations for the script:

Question #2:

Planet Energy recommends that the statement of the current date that the call is being made be part of the requirements under Section A. Greeting., and be removed from the script of Question 2. Planet Energy has found that confirming various dates within the same question is confusing to consumers.

Question #2, For internet contracts:

This statement is assuming facts which are not established and is outside of current regulations. Planet Energy does not believe this statement to be within the scope of current regulation and/or law, and as such is inappropriate to comment on this. Furthermore, many participants replying to the Ministry of Energy's draft regulatory proposals have suggested that low-volume contracts be verified via the internet and other (more modern) methods, and not solely via telephone.

Question #3:

The requirement to confirm the consumers utility account number is arduous and unnecessary. In Planet Energy's experience, customers do not know their utility account number without having reference to their bill. As such, the inclusion of this piece of information is burdensome and unnecessary for consumers, further this does not add any consumer protections. Confirming consumers utility account number also increases consumer confusion and aggravation in that it can greatly extend the length of the call, which is not desirable for any consumer.

Question #4:

The statement "*The Disclosure Statement explains basic information about energy contracts and your rights*", is unnecessary and confusing to consumers. A statement should not be made within a question, as it is misleading. Confirmation of receipt of the document should be the focus of the question. Further, the consumer does not "sign" a disclosure statement for an internet enrollment, and as such, the question in current format is misleading and incorrect as the consumer cannot answer yes to this question, and as such, the question in the current format has the potential to invalidate all internet enrollments and make internet enrollments illegal.

Planet Energy recommends that the question be re-worded to ask as follows:

“Did you receive a copy of the Disclosure Statement?” Y/N

Question #5:

Planet Energy recommends that the question be re-worded to ask as follows:

“Did you receive a copy of the Price Comparison form?” Y/N

Further, the question in current format is unnecessary and confusing to consumers. A statement should not be made within a question, as it is misleading. Specifically, a statement to which Planet Energy believes to be misleading, to which various utilities and other parties concur. Direct comparisons between a Retailer/Marketers price and the utilities price is not an “apples to apples” comparison and as such is misrepresentative. Further, the consumer does not “sign” a Price Comparison for an internet enrollment, and as such, the question in current format is misleading and false as the consumer cannot answer yes to this question. As such, the question in the current format has the potential to invalidate all internet enrollments and make internet enrollments illegal.

Question #6:

The following statement is made:

“All electricity consumers have to pay their share of the Global Adjustment. The electricity prices offered by your utility already include an estimate of the Global Adjustment. If you switch to a retailer, you will have to pay your share of the Global Adjustment in addition to the contract price.”

Planet Energy has addressed the statement “in addition to the contract price” above in Appendix B - Electricity Price Comparison Residential, comments. This is a misrepresentative and misleading statement which has created a large amount of consumer confusion, resulting in complaints to Retailers, the Ontario Energy Board and Utilities. This statement should be re-worded to reflect the true nature of the Global Adjustment.

Question #6/#7:

For Natural Gas, the consumer is requested to confirm the energy Retailers contract price and term twice. This is unnecessary.

Question #9:

This statement is assuming facts which are not established and is outside of current regulations. Planet Energy does not believe this statement to be within the scope of current regulation and/or law, and as such is inappropriate to comment on this.

Closing:

This statement is assuming facts which are not established and is outside of current regulations. Planet Energy does not believe this statement to be within the scope of current regulation and/or law, and as such is inappropriate to comment on this.

Appendix C – Residential Dual Fuel Verification Call Script

The provided document assumes facts which are not established, such as laws and regulations which are pending in Bill 112, that is currently before the Ontario legislature. Planet Energy believes this review process to be premature, presumptuous and prejudicial to the process as required under regulation. Planet Energy recommends that this review be postponed until the appropriate time. Planet Energy at this time does not believe it appropriate to comment on items which at present time are not supported by law and/or regulation, and in some instances, are contrary to current law and/or regulation. Furthermore, many participants replying to the Ministry of Energy's draft regulatory proposals have suggested that low-volume contracts be verified via the internet and other (more modern) methods, and not solely via telephone.

However, barring postponement and not waiving the comments as stated, Planet Energy would like to make the following statements regarding the provided document.

Question #1:

Planet Energy recommends that the first question be re-worded to ask:

"Am I speaking with [account holder name]"? Y/N

After which, the question should be re-worded to ask:

"Can you please confirm that you are the account holder and/or spouse of the account holder, or are an authorized party on behalf of the account holder?" Y/N

Question #2:

Planet Energy does not understand why this question is being asked and would recommend that it be removed.

Question #3:

Planet Energy believe this question to be misleading. The term "recently" denotes something done within a short period of time, such as within 24 hours, or within 1-2 days. Such is not the case for energy agreements in Ontario. Planet Energy recommends that the question be re-worded to ask:

"Can you please confirm that you entered into an agreement with [energy retailer]? Y/N"

Question #4:

Planet Energy believe this question to be unnecessarily negative in connotation and tone as well as leading the consumer in a negative manner. A verification call should be neutral in structure and content. Planet Energy recommends that the question be re-worded to ask:

"I have a few questions to ask you so that we can confirm your agreement, is it ok if I continue with these questions now? Y/N"

Question #5:

Planet Energy recommends that the statement of the current date that the call is being made be part of the requirements under Section A. Greeting., and be removed from the script of Question 2. Planet Energy has found that confirming various dates within the same question is highly confusing to consumers.

Question #6:

The statement *“The Disclosure Statement explains basic information about energy contracts and your rights”*, is unnecessary and confusing to consumers. A statement should not be made within a question, as it is misleading. Confirmation of receipt of the document should be the focus of the question. Further, the consumer does not “sign” a disclosure statement for internet enrollments, and as such, the question in current format is misleading and false as the consumer cannot answer yes to this question. As such, the question in the current format has the potential to invalidate all internet enrollments and make internet enrollments illegal.

Planet Energy recommends that the question be re-worded to ask as follows:

“Did you receive a copy of the Disclosure Statement?” Y/N

Question #7:

Planet Energy recommends that the question be re-worded to ask as follows:

“Did you receive a copy of the Price Comparison form?” Y/N

Further, the question in current format is unnecessary and confusing to consumers. A statement should not be made within a question, as it is misleading. Specifically, a statement to which Planet Energy believes to be misleading, to which various utilities and other parties concur. Direct comparisons between a Retailer/Marketers price and the utilities price is not an “apples to apples” comparison and as such is misrepresentative. Further, the consumer does not “sign” a Price Comparison for an internet enrollment, therefore the question in the current format is both misleading and false as the consumer cannot answer yes to this question. This format has the potential to invalidate all internet enrollments and make internet enrollments illegal.

Question #8:

This question is inappropriate and misrepresentative. This question assumes facts which may not be in existence. As such, the question in the current format makes various enrollment formats illegal, including enrollments done at the consumers own volition. This question is also unnecessary if the consumer confirms receipt of an agreement. Planet Energy recommends that this question be removed.

Question #9:

This statement is assuming facts which are not established and is outside of current regulations. Planet Energy does not believe this statement to be within the scope of current regulation and/or law, and as such is inappropriate to comment on this.

Question #10:

The following statement is made:

“All electricity consumers have to pay their share of the Global Adjustment. The electricity prices offered by your utility already include an estimate of the Global Adjustment. If you switch to a retailer, you will have to pay your share of the Global Adjustment in addition to the contract price.”

Planet Energy has addressed the statement “in addition to the contract price” above in Appendix B - Electricity Price Comparison Residential, comments. This is a misrepresentative and misleading statement which has created a large amount of consumer confusion and complaints to Retailers, the Ontario Energy Board and Utilities. This statement should be re-worded to reflect the true nature of the Global Adjustment.

Question #11:

This question repeats questions which have already been asked and confirmed. Planet Energy recommends that this question be removed.

Question #13:

This statement is assuming facts which are not established and is outside of current regulations. Planet Energy does not believe this statement to be within the scope of current regulation and/or law, and as such is inappropriate to comment on this.

Closing:

This statement is assuming facts which are not established and is outside of current regulations. Planet Energy does not believe this statement to be within the scope of current regulation and/or law, and as such is inappropriate to comment on this.

Appendix D – Contract Cover Sheet

The provided document assumes facts which are not established, such as laws and regulations which are pending in Bill 112, that is currently before the Ontario legislature. Planet Energy believes this review process to be premature, presumptuous and prejudicial to the process as required under regulation. Planet Energy recommends that this review be postponed until the appropriate time. Planet Energy at this time does not believe it appropriate to comment on items which at present time are not supported by law and/or regulation, and in some instances, are contrary to current law and/or regulation.

However, barring postponement and not waiving the comments as stated, Planet Energy would like to make the following statements regarding the provided document.

No market provides consumers with a contract cover sheet, particularly a cover sheet which exceeds the length of the contract cover page itself. The document as proposed, would be highly misleading to consumers as to the relationship between the Ontario Energy Board and Retailers/Marketers. Contract Cover Sheets would result in additional complaints and a significant lack of consumer protection.

Planet Energy recommends that the format of the Contract Cover Sheet mirror the format used by various other markets (see attached example, Appendix A), which they have designated as a “Contract Summary” page. This has proven in other markets to be of significant benefit to consumers and increase consumer protection.

Appendix E – Tip Sheet

The provided document assumes facts which are not established, such as laws and regulations which are pending in Bill 112, that is currently before the Ontario legislature. Planet Energy believes this review process to be premature, presumptuous and prejudicial to the process as required under regulation. Planet Energy recommends that this review be postponed until the appropriate time. Planet Energy at this time does not believe it appropriate to comment on items which at present time are not supported by law and/or regulation, and in some instances, are contrary to current law and/or regulation.

However, barring postponement and not waiving the comments as stated, Planet Energy would like to make the following statements regarding the provided document.

The document states:

“So, you’ve been approached by a salesperson with information about gas and electricity contracts. There’s a lot to consider. Use this list to check that you have considered your options, rights and responsibilities.”

The above statement is misleading and misrepresentative by assuming that they were approached by a salesperson. The statement should be changed to be factual.

The document states:

“If you choose to enter into a contract, be sure to read carefully because a contract is a legal document.”

Planet Energy believe this statement to be unnecessarily negative in connotation and tone as well as leading the consumer in a negative manner. A Tip Sheet should be neutral in form and function. Planet Energy recommends that the statement be re-worded to state:

“If you choose to enter into a contract, be sure to review the agreement”

Within the document there is the statement:

*“**Don’t sign at the door** – Energy retailers are not permitted to ask you to enter into a contract on the doorstep of your home. Take your time to read the contract and the terms and conditions. And don’t show anyone your bill until you are ready to enter into a contract.”*

This statement is assuming facts which are not established and is outside of current regulations. Planet Energy does not believe this statement to be within the scope of current regulation and/or law, and as such is inappropriate to comment on this.

Within the document there is the statement:

*“**Savings are not guaranteed**
A retail contract may not save you money.”*

Planet Energy agrees with the content of the statement, however believes the delivery of the statement to be misleading. Planet Energy recommends that the statement be made fair and balanced, which should state:

“Savings are not guaranteed
A retail contract may, or may not save you money.”

Within the document there is the statement:

“Compare prices.
Take the time to review and compare prices between retailer offers and utility prices.”

Planet Energy believes this is a misrepresentative and misleading statement. Comparing the utility prices to a Retailer’s price(s) is equivalent to comparing Apples to Automobiles. This statement should be removed or re-worded to be factual and neutral in content.

Upon review of all of the materials, a consumer under the proposed materials would be in receipt of approximately 15 pages in order to enter into a single commodity agreement, or up to 30 pages for a dual commodity agreement. Requiring as applicable, approximately 4 signatures for a single commodity agreement, or up to 8 signatures for a dual commodity agreement. This volume of documentation is daunting to even the most seasoned and educated consumer. Providing consumers with large amounts of documentation as recommended has the strong potential to debilitate a consumer, and negate consumer protections.

Planet Energy strongly recommends that a fulsome consultation and review process be done with stakeholders.

Appendix A

The following is the format as outlined by the Pennsylvania Public Utilities Commission for a natural gas suppliers Contract Summary. The electricity contract summary is similar, with changes in measurements being the primary difference.

Natural Gas Supplier Information	<i>Name, telephone number, website, etc. Plain language statement that NGS is responsible for gas commodity charges.</i>
Natural Gas Price Structure	<i>Fixed or variable. If variable, based on what? If variable, how often is the price expected to vary? If variable, give any applicable ranges/ceilings. If no ranges/ceilings, a plain language statement indicating this fact. If variable, describe when the customer will receive notification of price changes in relation to time of month, final monthly meter read, billing cycle or when the price takes effect.</i>
Natural Gas Supply Price	<i>\$/unit or ¢/unit. If variable price, the first billing cycle's rate. Any introductory rate with duration of contract.</i>
Statement Regarding Savings	<i>Plain language that the supply price may not always provide savings to the customer</i>
Deposit Requirements	<i>Any deposit requirements necessary for a customer and any terms associated with that deposit, in plain language.</i>
Incentives	<i>Any bonuses, discounts, cashback, etc. offers and any associated terms, in plain language.</i>
Contract Start Date	<i>Plain language regarding start of NGS service.</i>
Contract Term/Length	<i>In months, billing cycles, etc.</i>
Cancellation/Early Termination Fees	<i>Yes or no. If yes, describe the amount of the fee and how to avoid that fee, if possible.</i>
Renewal Terms	<i>Treatment of customer at end of contract. Timing of notices. No cancellation/early termination fees. In plain language.</i>