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RE: *In the Matter of the Market Development Working Group, Case No. 14-2074-EL-EDI.*

Enclosed please find the Staff Report regarding the Market Development Working Group, specifically, the Contract Portability, Instant Connect, Seamless Move and Instant Connect discussion and staff recommendation.

Respectfully submitted,

Barbara Bossart

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**A Report by the Staff of the
Public Utilities Commission of Ohio**

In the Matter of the Market
Development Working Group

Case No. 14-2074-EL-EDI

July 16, 2015

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Introduction

The Market Development Working Group (MDWG) was established by the Public Utilities Commission of Ohio (PUCO) in Case No. 12-3151-EL-COI, *In the Matter of the Commission's Investigation of Ohio's Retail Electric Service Market*.¹ The Staff of the PUCO facilitated the MDWG for the purpose of streamlining and aiding the development of Ohio's Competitive Retail Electric Service (CRES) market. As directed in Case No. 12-3151-EL-COI, Staff is to develop an operational plan for "either a seamless move, contract portability, instant connect, or warm transfer."²

Background

In Case No. 12-3151-EL-COI, the PUCO established the MDWG to be facilitated by Staff for the purposes of streamlining and aiding the development of Ohio's CRES market. The Finding and Order in Case No. 12-3151-EL-COI states in finding (1) the purpose of the COI as:

On December 12, 2012, the Commission issued an entry initiating an investigation into the health, strength, and vitality of Ohio's competitive retail electric service (CRES) market. The investigation was intended to establish actions that the Commission can take to enhance the health, strength, and vitality of the market.³

Furthermore, the Finding and Order in Case No. 12-3151-EL-COI directed Staff in finding (24) to develop a Staff Report recommending an operational plan for improving the process of retaining shopping customers. Finding (24) states:

The Commission finds that Staff's proposal should be adopted, in part. Staff should facilitate discussion within the MDWG to develop an operational plan for the purpose of implementing either a statewide seamless move, contract portability, instant connect, or warm transfer process. Once Staff has developed an operational plan, it should then file a Staff Report, with the operational plan, in a case with an EL-EDI designation. Staff should file this Staff Report not later than one year from the date of this Order. The Commission notes that the operational plan should generally recognize the Commission's preference for shopping

¹ See *In the Matter of the Commission's Investigation of Ohio's Retail Electric Service Market*, Case No. 12-3151-EL-COI, Finding and Order (March 26, 2014) at 23

² *Id.* at 25

³ *Id.* at 1

customers to maintain their status as shopping customers, and if they must return to the SSO provider after a change in address, then for as short a period as possible. The Staff Report containing the operational plan should also consider and propose the proper forum for implementing Staff's proposal, as well as identify any rules that may need amended to implement the proposed process.⁴

In addition, the Entry on Rehearing, finding (17) states:

Additionally, while we directed the MDWG to file a proposal, we clarify that, since Staff will be facilitating the MDWG, Staff should file the proposal in a Staff Report after evaluating the issue through the MDWG.⁵

The MDWG has met eight times between June 2014 and March 2015. Six of these meetings concentrated on various options regarding the four identified operational plans: Seamless Moves, Contract Portability, Instant Connect, and Warm Transfers. The participants of the MDWG included, but not limited to: the four electric distribution utilities (EDU), the Office of Consumer Counsel (OCC), Northeast Ohio Public Energy Council (NOPEC), Retail Energy Supply Association (RESA), PUCO Staff, and multiple CRES companies. No commercial stakeholders were present or represented during the discussions of the MDWG. A complete list of participants is available in Appendix A. Each proposal was examined by the MDWG as to the potential cost, benefits, impacts, barriers, and timelines. There was no consensus from all parties on one particular process. It should be noted that NOPEC wanted it known that its participation in the discussion of the Operation Plans should not be interpreted as support of any plan. The resistance of stakeholders to consensus on any particular plan was based on concerns regarding the complexity in each plan's design, the overall costs for implementation of the plan, and/or, the limited number of eligible customers that a particular plan might aid. The MDWG was able to agree on a few basic principles applicable to each program. First, plans will be applicable to only customer moves within EDU's service territory. Second, governmental aggregation customers will be able to participate within the same governmental aggregation program when a customer moves. Finally, the enrollment process will still be required by CRES and the current terms and conditions of the contract will remain the same.

⁴ *Id.* at 25

⁵ See *In the Matter of the Commission's Investigation of Ohio's Retail Electric Service Market*, Case No. 12-3151-EL-COI, Entry On Rehearing (May 21, 2014) at 9

Methodology

The methodology Staff used in determining its proposal was based upon the Commission's preference for shopping customers to maintain their status as shopping customers, the consensus of the stakeholders, the cost-benefit to the customers and ratepayers, and the continued development of the Ohio CRES market. Staff examined all four operational processes described in the Finding and Order in Case No. 12-3151-EL-COI and facilitated proposals and feedback from all of the stakeholders. The results of Staff's examination are portrayed below for each of the operational processes presented at the MDWG.

Discussions

Instant Connect

Instant Connect is the ability to start CRES generation service on "day one" of new utility service without the customer having to go on the Standard Service Offer (SSO) default service. Instant Connect would allow a customer to receive service from their CRES provider of choice on day one. Thus, potentially becoming a shopping customer much quicker.

There was considerable concern from some stakeholders towards Instant Connect for residential customers by the consumer groups, EDUs, and staff. The concern for residential customers stems from the impracticability of new service being provided on day one. Currently, a 12-day window is necessary to complete a residential enrollment for new service with a CRES provider. According to the EDUs, nearly 85% of residential customers request service within 10 days and 70% within 3 days. The 7-day rescission period required by Ohio Administrative Code (OAC), PJM Peak Load Contribution (PLC) timetable, and meter read concerns all contributed to the difficulty of a residential customer starting with CRES service within a 12-day time period. Due to the resistance by the consumer groups and EDUs to shortening the timeline that customers are allowed to rescind their contract, the Instant Connect process was only considered for application to mercantile customers because the 7-day rescission period does not apply to mercantile customers.

The timeline for Instant Connect implementation would be 12 to 18 months for the EDUs to make process and system changes. The number of eligible customers ranges from 525 to 1,500 per EDU per year. In order to implement Instant Connect for mercantile customers the following would be required:

- A waiver of OAC § 4901:1-10-24(E)(1) which states: (a)n electric utility shall not disclose a customer's account number without the customer's consent and proof of that consent as delineated in paragraph (E)(4) of this rule, or a court or commission directive ordering disclosure...⁶
- A new Electronic Data Interface (EDI) transaction file (developed within the Ohio EDI Working Group (OEWG)) would be required to allow the EDU to provide the CRES provider with the new account number in order for the CRES to process the enrollment.
- The CRES would be required to send the EDI enrollment file within a 3-day window of receiving the EDI move notification from the electric company.
- The EDUs would need to make a system change to allow enrollment on day one of service for a new account number/identification number. Currently, the EDU system does not allow enrollment on day one of new service due to the 12-day system requirement.
- EDUs would send confirmation letters of supplier to customer's address on file.
- Limit Instant Connect only to moves to an existing premise.
- CRES would be required to make EDI changes to accept new utility EDI processes.

The benefits of an Instant Connect process are that customers start with the generation supplier of their choice and would not be placed on an SSO default service for the first billing or partial billing period. The presumption would be that customers could save the difference between the SSO rate and the contracted CRES rates for the initial period. Secondly, Instant Connect could benefit mercantile customers who are only changing their company name and not their physical address, which would require a new account number with many of the EDUs. In this situation, customers could continue service with their current supplier without being transferred back to the SSO default service due to acquiring a new account number.

Instant Connect would require system and process changes for the EDUs and the CRES providers to implement. The costs would include, but not be limited to: multiple computer system changes, development of new EDI transactions, training costs, and incremental labor costs. The EDUs have provided estimates to implement an Instant Connect process per company ranging from \$200,000 to \$1,500,000. In addition, internet enrollment was not included in the estimates as most mercantile customers currently work with a utility representative prior to the start of new service and would not typically use on-line enrollment.

⁶ OAC 4901:1-10-24(1)

Staff acknowledges that Instant Connect may ensure a customer's CRES choice on day one for mercantile customers as well as enhancing the customer experience during an initial enrollment by allowing the customer to enroll with their supplier and realize potential savings immediately. It is still questionable how beneficial this program will be for mercantile customers as many of these customers work directly with account representatives instead of the EDU call centers to initiate service and have larger service installation windows that frequently exceed 12 days. In addition, Instant Connect will require significant system changes and IT costs which will provide a benefit to very few customers at an estimated total cost for the four EDUs of \$3.5 million statewide. Based on the high implementation cost and the limited benefit to mercantile customers, Staff is not recommending moving forward with the Instant Connect process at this time.

Contract Portability

Contract Portability is the ability of a choice customer's contract (terms and conditions) to be applicable to a new service address. Contract Portability relies on a contract provision that allows the customer to apply the terms and conditions of the contract to any premise within an EDU's territory. Unlike a Seamless Move process, neither CRES providers nor the customers receive an opportunity to reject the contract move. In order to implement Contract Portability for residential customers the following would be required:

- The EDU would send the customer's new information via an EDI transaction file (developed by OEWG) to the customer's current CRES provider.
- CRES provider would enroll the customer under its same contract at the new premise using the current enrollment requirement.
- A Contract Portability flag would be developed by the EDU to identify which customers' contracts are portable. The CRES would provide the needed information to the EDU.
- A rescission letter would not be sent, but an EDU confirmation letter would be sent to customer's address on file.
- The EDUs would link the enrollment EDI to the EDI move notification in order to verify which letter to send to the customer, i.e. a rescission letter or the confirmation notice.
- The CRES would also send a letter to the customer.
- A waiver of the material change rule OAC § 4901:1-21-11(H), to eliminate the need for customer to provide written consent of the contract change and mailing new contract terms and conditions.

- A waiver of OAC § 4901:1-10-24-(E)(1) regarding customer account numbers as the EDUs would send an EDI transaction file with the customer account information to the supplier.

Cost estimates from the EDU were not provided during the MDWG. The EDUs, however, expressed that Contract Portability would be less intrusive on their current systems than Instant Connect or Seamless Move. The CRES suppliers would incur the costs of modifying their contracts for 900,000 plus CRES residential customers and 1,300,000 aggregation customers.⁷ The correspondence and consent costs could be substantial. Like costs, timelines for implementation were not estimated within the MDWG. The timeline for implementation, however, from the EDU perspective would be less than Seamless Move as the IT changes would be less. Contract Portability may limit the number of customers eligible to participate in a governmental aggregation program.

The benefits of Contract Portability include a continuation of possible rates bargained for in the contract as well as the continuation of a customer's choice of supplier. CRES providers may experience increased customer retention. Contract Portability is a simpler process for customers than Seamless Move as the portability would be automatic from the customer side.

Contract Portability may be difficult to implement. The CRES providers stated that material changes would need to be made to existing contracts as most existing contracts today do not contain a portability clause. CRES providers indicated that they would like a waiver of the material change rule OAC § 4901:1-21-11(H), to eliminate the need for a customer to provide written consent of the contract change and mailing new contract terms and conditions. The costs of modifying all contracts was not expressed at the MDWG but mailing customers new contracts and obtaining their consent to the contract change would add significant costs to Contract Portability. In addition, OAC § 4901:1-10-24(E)(1) regarding customer account numbers would also have to be waived as the EDUs would send an EDI transaction with the customer account information to the supplier. Some CRES providers at the MDWG were not supportive of Contract Portability. If CRES providers are not willing to incorporate the portability clauses into their contracts, then this option is not viable.

Contract Portability would preserve a customer's supplier choice between one premise and another. Contract Portability may enhance the customer experience during a move

⁷ See <http://www.puco.ohio.gov/puco/assets/File/Summary%20of%20Switch%20Rates%204Q2014%20Sales.pdf>

by allowing the customer to keep their existing contract when moving between premises. However, customers may not be aware of other opportunities available to them, such as: a government aggregation program, possible smart meter programs, or more advantageous rates available when moving to a home that may qualify for a different rate schedule. In addition, customers may return to the SSO default service for a month before switching back to their supplier. Contract Portability would also require system changes, some IT changes, and CRES providers modifying existing contracts at a considerable cost to the CRES providers.

Based on the significant difficulty in implementation and the limited support amongst the CRES suppliers and other stakeholders, Staff is not recommending moving forward with Contract Portability.

Seamless Move

Seamless Move is the ability of a residential choice customer to move their existing contract to a new service address without interruption. A Seamless Move process would allow residential customers to keep their existing contracts and thus maintain their status as a shopping customer assuming the customer and CRES provider accepts the move. The Seamless Move process is different from Contract Portability because the CRES service can start on day one of service with consent from the customer.

The Seamless Move process is the most difficult to implement of the four plans. The estimated timelines for implementation range from 12 to 18 months. The implementation requires multiple system changes, new EDI, employee training, incremental labor, and other associated costs to the EDU. There would also be implementation costs for each CRES provider. The number of residential customers who move varies from 16,000 to 217,000 per EDU territory per year. The number of eligible customers (those who are currently with a CRES provider) who move within an EDU's service territory was not clearly expressed within the MDWG but estimates were near 40%. Using US census data⁸ and December 31, 2014 PUCO switch rates⁹, the potential annual number of residential Ohio shopping customers eligible for a Seamless Move is 96,244 or 2.2% of all customers. The Seamless Move process was the option that was discussed the most due to the amount of detail needed to ensure all process transactions were identified, as it will require the most program changes. As discussed within the MDWG, the Seamless Move process would consist of the following:

⁸ See http://www.census.gov/hhes/migration/data/acs/county_to_county_mig_2008_to_2012.html

⁹ See <http://www.puco.ohio.gov/puco/assets/File/Summary%20of%20Switch%20Rates%204Q2014%20Sales.pdf>

- At least two CRES rules would need to be waived or modified. OAC § 4901:1-10-24(E)(1) regarding disclosure of customer account numbers. In addition, OAC § 4901:1-21-11(H) which states: (i) instances where the customer and the CRES provider agree to a material change to an existing contract, the CRES provider shall obtain proof of consent and provide details of the revised contract terms and conditions as delineated in paragraph (D) of rule 4901:1-21-06 of the Administrative Code.¹⁰
- The MDWG would develop scripts for the EDUs call centers. The scripts would require the EDU customer service representative to advise a customer who is moving within its territory of the following options: 1) remain with their current supplier and contract; 2) stay with the EDU's SSO default service; 3) enroll with a local governmental aggregation, if applicable; or 4) visit the PUCO's Energy Choice website to view other supplier's offers.
- If the customer elects to remain with its supplier and contract, the EDUs would send over an EDI transaction (developed by the OEWG), which would transfer the customer's new account information to the customer's current supplier.
- The CRES would need to send enrollment within 3 days of EDU's notification of move.
- An enrollment confirmation letter, different from the normal enrollment confirmation letter (the letter does not offer the 7-day rescission period), is sent out by the EDU to the customer when an enrollment is associated with an EDI move transaction.
- The EDU would need to ensure that the EDI enrollment is associated with the EDI move transaction for Seamless Moves.
- The rejection of other supplier enrollments ends when the 3-business-day window closes and/or when the Seamless Move enrollment is received from the Seamless Move supplier.

The high level cost estimates from the EDUs to implement a Seamless Move range from \$300,000 to \$1,500,000 per EDU. Internet enrollment was not included in the estimates. Seamless move would require system and process changes for the EDUs and the CRES suppliers to implement. The costs would include, but not be limited to: multiple computer system changes, development of new EDI, training costs, and incremental labor costs. There is resistance from some of the stakeholders towards a Seamless Move.

¹⁰ OAC 4901:1-21-11(H)

A Seamless Move would preserve a customer's generation choice between one premise and another as long as the CRES provider does not object. A Seamless Move would enhance the customer experience during a move by allowing the customer to keep their existing contract when moving between premises. In addition, the Seamless Move, as discussed in the MDWG, would inform customers of all available options and obtain customer agreement to remain with his/her current supplier and contract. Seamless Move would also require an estimated \$3.5 million statewide, an 18 month implementation period, multiple system changes, and at least two rule changes or waivers. As portrayed in Appendix B, Seamless Move would take the longest to implement with the most system changes.

At this time, staff does not support a Seamless Move program due to the limited number of eligible customers who may agree to remain with their current supplier and contract. Staff notes that the PUCO call center has not seen a demand for a transfer of contracts to a new premise from customers.

Warm Transfer

Warm Transfer is the ability of the EDU to complete a three-way call with the CRES provider and customer to initiate CRES enrollment. During the MDWG discussions, the EDUs preferred a cold transfer process or as they called it a "Choice Transfer". The OCC indicated it also preferred this option. Staff was not opposed to discussion regarding a cold transfer process; however, CRES did not believe that it meets the requirements of the Commission Order.¹¹ The Warm Transfer process was not discussed in as much detail as the Seamless Move and Instant Connect processes during the MDWG, as most stakeholders did not believe that a three-way call process warranted much discussion. However, Staff did contact the EDUs to request additional cost and timeline information.

A Warm Transfer will allow customers to complete a transfer of service with one call and with all necessary information. As discussed during the MDWG discussions, prior to a Warm Transfer the EDU will provide all choice customers with education regarding their supplier options. The MDWG will develop a script for the EDU representative to explain the customer's options, which will include SSO default service, the "Energy Choice Ohio" website, or transfer to their current CRES provider.

¹¹The Commission order specifically mentioned "either a seamless move, contract portability, Instant Connect, or Warm Transfer process". See In the Matter of the Commission's Investigation of Ohio's Retail Electric Service Market, Case No. 12-3151-EL-COI, Finding and Order (March 26, 2014) at 25. CRES providers believed a cold transfer was not one of the protocols the Commission authorized.

Warm Transfer allows customers to maintain their status as a CRES customer during a moving situation and educates the customers about all options available in order for the customer to make an informed decision regarding its energy provider. In addition, Warm Transfer initiates the CRES enrollment simultaneously with the EDU enrollment. RESA expressed resistance to Warm Transfers but other CRES providers and stakeholders have advocated for the process.

The costs of implementing a Warm Transfer as estimated by two of the EDUs range from \$10,000 to \$210,000 per EDU, which include IT cost and training of the call center. The upfront costs for a Warm Transfer would be minimal compared to the other three proposals. In addition to the upfront cost, Warm Transfer would also include on-going incremental labor and telecommunication related expenses, which will increase the EDU expenses. However, given the small percentage of customers to whom this process would apply, staff believes the on-going cost would be minimal. Internet enrollment was not considered with the Warm Transfer proposals.

The benefits of a Warm Transfer include: the potential of a single phone call for all electric service, customer choice is reaffirmed through the transfer, and customer education is performed by the EDU regarding the customers' choices. CRES providers would get the opportunity to market their products to customers that choose to remain with them. Customers would be directed to the "Energy Choice Ohio" website to further their choice. CRES enrollment may be quicker and more efficient.

The Warm Transfer proposal would be the easiest and least expensive option to implement. All choice customers could take advantage of the process. The estimated timeline for implementation would be 6 months. There would be minimal IT and system changes. There would be no rule change or waivers involved with Warm Transfers. Warm Transfers would encourage customer shopping as well as customer education. Customers would be able to enroll with the EDU and with its current CRES for service at its new service address with one phone call. EDUs are currently performing transfers to third parties and thus have experience with the process. Warm Transfers would require the customer to return to the SSO default service for the first month of electric service. Based on the ease of implementation, low implementation costs, and support by some stakeholders, Staff is recommending moving forward with Warm Transfer.

Conclusion/Recommendations

The Finding and Order in Case No. 12-3151-EL-COI directed Staff in finding (24) to develop a Staff Report recommending an operational plan for improving the process of

retaining shopping customers. At this time, Staff is recommending that only Warm Transfers be considered as an operational plan for improving the process of retaining shopping customers. Warm Transfers encourage one stop shopping for those that wish to be retained as shopping customers. Warm Transfers provide customer education regarding choice by directing uncertain customers to the “Energy Choice Ohio” website. Currently, the EDUs provide little to no education on generation options during service calls. Warm Transfers require minimal IT system changes and a shorter timeframe for implementation. All customers will benefit from Warm Transfers. The cost for Warm Transfers is mostly incremental labor and telecommunication related expenses. Finally, Warm Transfers will not require rule changes or waivers. To study the impact of this process and the response of the customer, staff recommends that the Commission order the EDUs to track the number of customers who are eligible for this process and the number of those eligible customers that agreed to a Warm Transfer. Staff recommends that this information be provided to the MDWG 15 months from the date of implementation. The information will help determine the incremental cost to the EDUs and the customer’s preference to remain with its current supplier, continue to shop, or remain with the EDU’s default service.

Although the other three proposals may improve the retention of shopping customers, each of them presents barriers that Warm Transfers do not. Instant Connect is limited to mercantile customers thus limiting the impact to few customers with considerable system and process changes required as well as a high implementation cost. Contract Portability is limited today as no contract currently allows portability thus all contracts would have to be changed. It is unclear whether the CRES providers would even offer a Contract Portability clause. In addition, customers are not provided education of all their options prior to the transfer. Seamless Move would require the largest degree of system and process changes for the EDUs as well as the most rule changes and may conflict with Ohio contract law.

Staff recommends the Commission only require Warm Transfers for improving the retention of shopping customers. Warm Transfers facilitate one stop enrollment for existing CRES customers. The Warm Transfer process also provides increased customer education regarding all options. Warm Transfers infringe the least on current EDU systems and processes and thus keep the implementation cost low. Finally, Warm Transfers do not conflict with current contracts and do not require rule changes/waivers.

Staff also recommends that the EDUs track and retain information on Warm Transfers so that the Commission may evaluate the customer participation levels. The information that Staff would request to be tracked and retained is as follows:

- Number of eligible customers for a Warm Transfer
- Number of customers requesting a Warm Transfer
- Length of calls of Warm Transfers
- The incremental cost of the Warm Transfers

Staff recommends that this information be provided to the MDWG 15 months from the implementation date. Staff proposes that the proper forum for implementing a Warm Transfer proposal is within the MDWG as final call center scripts can be filed on the MDWG website.

Operational Plan

The Staff is proposing a Warm Transfer process at this time. A statewide operation plan for Warm Transfer shall operate as follows:

1. When a customer or a person authorized to act on the customer's behalf contacts the EDU to request new service or new service at a new premise while stopping service at the customer's current premise within the EDU's territory, the EDU shall notify the customer that they may choose to receive their generation from a CRES provider, governmental aggregator, or the default service with the EDU. The EDU shall notify the customer of the "Energy Choice Ohio" website for information on CRES providers' offers.
2. The EDU shall provide the customer all necessary account information to implement a switch.
3. The CRES providers shall ensure that the EDUs have a phone number to reach its customer call center for enrollment purposes. Alternative phone numbers may be provided by the CRES providers to decrease the amount of time an EDU would need to remain on the line.
4. The EDU shall transfer the customer to their CRES provider or governmental aggregator when the customer requests to enroll with a specific CRES provider. The transfer is based upon functionality and limitations of the EDU's network telecom systems.
5. CRES providers are responsible to know if the customer should be enrolled within the same governmental aggregation program.
6. The EDU shall not be required to complete a Warm Transfer if the CRES provider service does not pick-up after 6 rings or the CRES call center representative does not answer the phone call within 30 seconds of connection with the interactive voice response unit.
7. Scripts for the call centers shall be developed by the MDWG.

Appendix A

MDWG List of Participants

Duke Energy Ohio Inc. (DUKE)
Northeast Ohio Public Energy Council (NOPEC)
Office of the Ohio Consumers' Counsel (OCC)
Dayton Power and Light (DP&L)
First Energy (FE)
IntegrYS Energy Services Inc.
Retail Energy Supply Association (RESA)
Direct Energy Services LLC
Commerce Energy of Ohio Inc. d/b/a Just Energy
Duke Energy Retail Sales LLC
DP&L Energy
First Energy Solutions (FES)
Interstate Gas Supply Inc. (IGS)
Allconnect
American Electric Power Ohio (AEP)
Constellation new Energy Inc.
Starion Energy PA Inc.
PUCO Staff
Ohio Partners for Affordable Energy (OPAE)
Champion Energy Services LLC
Ohio EDI Working Group (OEWG)
Nobel
Prius Energy
BE Services
Con Energy Solution

Appendix B

Table 1 Summary of Proposals

Proposal	Reaffirming Choice/ Customer Retention	Cost/Benefit	Stakeholder Consensus	Ease of Implementation
Seamless Move	Yes	\$10 per contract moved*	Some	Complex and long
Contract Portability	No	\$5 per contract moved**	Little	Less complex and less long
Instant Connect	Yes	\$250 per customer to start on day one***	Some	Complex and long
Warm Transfer	Yes	\$3 per transfer****	Some	Simple and short

* Cost/benefit calculation is $\$3.5 \text{ million} / (100,000 \text{ per year} \times 50\% \text{ participation rate}) \times 7 \text{ years}$

** Cost/benefit calculation is $\$1.75 \text{ million (Staff estimate)} / (100,000 \text{ per year} \times 50\% \text{ participation rate}) \times 7 \text{ years}$

*** Cost/benefit calculation is $\$3.5 \text{ million} / (4,000 \text{ per year} \times 50\% \text{ participation rate}) \times 7 \text{ years}$

**** Cost/benefit is $(5 \text{ minutes} \times \$0.60 \text{ per minute})$

Table 2 Summary of Cost/Benefit of Proposals

Proposal	Cost	Benefit
Seamless Move	Statewide estimate \$3.5 million + unknown CRES system costs	Approximately 100,000 shopping customers per year may retain their contracts upon a move with CRES approval
Contract Portability	Unknown EDU costs + unknown contract change costs to CRES (mailings)	Approximately 100,000 shopping customers per year may retain their contracts upon a move without CRES approval
Instant Connect	Statewide estimate \$3.5 million + unknown CRES system costs	Less than 4,000 commercial customers per year may start CRES service on day one
Warm Transfer	\$210,000 + incremental labor and telecommunication expenses. Estimated \$0.60/minute.	Approximately 100,000 customers can enroll for electricity with one phone call and receive options on choice

Table 3 Summary of Ease of Implementation

Proposal	Timeline	System/process changes	Rule change or waiver
Seamless Move	12 to 18 months	Multiple changes	OAC § 4901:1-10-24(1) + § 4901:1-21-11(H)
Contract Portability	Less than 12 to 18 months	At least one change	OAC § 4901:1-10-24(1) + § 4901:1-21-11(H)
Instant Connect	12 to 18 months	Multiple changes	OAC § 4901:1-10-24(1) + § 4901:1-21-11(H)
Warm Transfer	6 months	Already capable	none