



Rep. Jehan Gordon-Booth

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LRB101 04244 JWD 61292 a

1 AMENDMENT TO SENATE BILL 651

2 AMENDMENT NO. _____. Amend Senate Bill 651 by replacing
3 everything after the enacting clause with the following:

4 "Section 1. This Act may be referred to as the Home Energy
5 Affordability and Transparency (HEAT) Act.

6 Section 5. The Public Utilities Act is amended by changing
7 Sections 16-115, 16-115A, 16-115B, 16-118, 16-119, 16-123,
8 19-110, 19-115, 19-120, 19-130, 19-135, and 20-110 and by
9 adding Sections 16-115E and 19-116 as follows:

10 (220 ILCS 5/16-115)

11 Sec. 16-115. Certification of alternative retail electric
12 suppliers.

13 (a) Any alternative retail electric supplier must obtain a
14 certificate of service authority from the Commission in
15 accordance with this Section before serving any retail customer

1 or other user located in this State. An alternative retail
2 electric supplier may request, and the Commission may grant, a
3 certificate of service authority for the entire State or for a
4 specified geographic area of the State.

5 (b) An alternative retail electric supplier seeking a
6 certificate of service authority shall file with the Commission
7 a verified application containing information showing that the
8 applicant meets the requirements of this Section. The
9 alternative retail electric supplier shall publish notice of
10 its application in the official State newspaper within 10 days
11 following the date of its filing. No later than 45 days after
12 the application is properly filed with the Commission, and such
13 notice is published, the Commission shall issue its order
14 granting or denying the application.

15 (c) An application for a certificate of service authority
16 shall identify the area or areas in which the applicant intends
17 to offer service and the types of services it intends to offer.
18 Applicants that seek to serve residential or small commercial
19 retail customers within a geographic area that is smaller than
20 an electric utility's service area shall submit evidence
21 demonstrating that the designation of this smaller area does
22 not violate Section 16-115A. An applicant that seeks to serve
23 residential or small commercial retail customers may state in
24 its application for certification any limitations that will be
25 imposed on the number of customers or maximum load to be
26 served.

1 (d) The Commission shall grant the application for a
2 certificate of service authority if it makes the findings set
3 forth in this subsection based on the verified application and
4 such other information as the applicant may submit:

5 (1) That the applicant possesses sufficient technical,
6 financial and managerial resources and abilities to
7 provide the service for which it seeks a certificate of
8 service authority. In determining the level of technical,
9 financial and managerial resources and abilities which the
10 applicant must demonstrate, the Commission shall consider
11 (i) the characteristics, including the size and financial
12 sophistication, of the customers that the applicant seeks
13 to serve, and (ii) whether the applicant seeks to provide
14 electric power and energy using property, plant and
15 equipment which it owns, controls or operates;

16 (2) That the applicant will comply with all applicable
17 federal, State, regional and industry rules, policies,
18 practices and procedures for the use, operation, and
19 maintenance of the safety, integrity and reliability, of
20 the interconnected electric transmission system;

21 (3) That the applicant will only provide service to
22 retail customers in an electric utility's service area that
23 are eligible to take delivery services under this Act;

24 (4) That the applicant will comply with such
25 informational or reporting requirements as the Commission
26 may by rule establish and provide the information required

1 by Section 16-112. Any data related to contracts for the
2 purchase and sale of electric power and energy shall be
3 made available for review by the Staff of the Commission on
4 a confidential and proprietary basis and only to the extent
5 and for the purposes which the Commission determines are
6 reasonably necessary in order to carry out the purposes of
7 this Act;

8 (5) That the applicant will procure renewable energy
9 resources in accordance with Section 16-115D of this Act,
10 and will source electricity from clean coal facilities, as
11 defined in Section 1-10 of the Illinois Power Agency Act,
12 in amounts at least equal to the percentages set forth in
13 subsections (c) and (d) of Section 1-75 of the Illinois
14 Power Agency Act. For purposes of this Section:

15 (i) (Blank);

16 (ii) (Blank);

17 (iii) the required sourcing of electricity
18 generated by clean coal facilities, other than the
19 initial clean coal facility, shall be limited to the
20 amount of electricity that can be procured or sourced
21 at a price at or below the benchmarks approved by the
22 Commission each year in accordance with item (1) of
23 subsection (c) and items (1) and (5) of subsection (d)
24 of Section 1-75 of the Illinois Power Agency Act;

25 (iv) all alternative retail electric suppliers
26 shall execute a sourcing agreement to source

1 electricity from the initial clean coal facility, on
2 the terms set forth in paragraphs (3) and (4) of
3 subsection (d) of Section 1-75 of the Illinois Power
4 Agency Act, except that in lieu of the requirements in
5 subparagraphs (A) (v), (B) (i), (C) (v), and (C) (vi) of
6 paragraph (3) of that subsection (d), the applicant
7 shall execute one or more of the following:

8 (1) if the sourcing agreement is a power
9 purchase agreement, a contract with the initial
10 clean coal facility to purchase in each hour an
11 amount of electricity equal to all clean coal
12 energy made available from the initial clean coal
13 facility during such hour, which the utilities are
14 not required to procure under the terms of
15 subsection (d) of Section 1-75 of the Illinois
16 Power Agency Act, multiplied by a fraction, the
17 numerator of which is the alternative retail
18 electric supplier's retail market sales of
19 electricity (expressed in kilowatthours sold) in
20 the State during the prior calendar month and the
21 denominator of which is the total sales of
22 electricity (expressed in kilowatthours sold) in
23 the State by alternative retail electric suppliers
24 during such prior month that are subject to the
25 requirements of this paragraph (5) of subsection
26 (d) of this Section and subsection (d) of Section

1 1-75 of the Illinois Power Agency Act plus the
2 total sales of electricity (expressed in
3 kilowatthours sold) by utilities outside of their
4 service areas during such prior month, pursuant to
5 subsection (c) of Section 16-116 of this Act; or

6 (2) if the sourcing agreement is a contract for
7 differences, a contract with the initial clean
8 coal facility in each hour with respect to an
9 amount of electricity equal to all clean coal
10 energy made available from the initial clean coal
11 facility during such hour, which the utilities are
12 not required to procure under the terms of
13 subsection (d) of Section 1-75 of the Illinois
14 Power Agency Act, multiplied by a fraction, the
15 numerator of which is the alternative retail
16 electric supplier's retail market sales of
17 electricity (expressed in kilowatthours sold) in
18 the State during the prior calendar month and the
19 denominator of which is the total sales of
20 electricity (expressed in kilowatthours sold) in
21 the State by alternative retail electric suppliers
22 during such prior month that are subject to the
23 requirements of this paragraph (5) of subsection
24 (d) of this Section and subsection (d) of Section
25 1-75 of the Illinois Power Agency Act plus the
26 total sales of electricity (expressed in

1 kilowatthours sold) by utilities outside of their
2 service areas during such prior month, pursuant to
3 subsection (c) of Section 16-116 of this Act;

4 (v) if, in any year after the first year of
5 commercial operation, the owner of the clean coal
6 facility fails to demonstrate to the Commission that
7 the initial clean coal facility captured and
8 sequestered at least 50% of the total carbon emissions
9 that the facility would otherwise emit or that
10 sequestration of emissions from prior years has
11 failed, resulting in the release of carbon into the
12 atmosphere, the owner of the facility must offset
13 excess emissions. Any such carbon offsets must be
14 permanent, additional, verifiable, real, located
15 within the State of Illinois, and legally and
16 practicably enforceable. The costs of any such offsets
17 that are not recoverable shall not exceed \$15 million
18 in any given year. No costs of any such purchases of
19 carbon offsets may be recovered from an alternative
20 retail electric supplier or its customers. All carbon
21 offsets purchased for this purpose and any carbon
22 emission credits associated with sequestration of
23 carbon from the facility must be permanently retired.
24 The initial clean coal facility shall not forfeit its
25 designation as a clean coal facility if the facility
26 fails to fully comply with the applicable carbon

1 sequestration requirements in any given year, provided
2 the requisite offsets are purchased. However, the
3 Attorney General, on behalf of the People of the State
4 of Illinois, may specifically enforce the facility's
5 sequestration requirement and the other terms of this
6 contract provision. Compliance with the sequestration
7 requirements and offset purchase requirements that
8 apply to the initial clean coal facility shall be
9 reviewed annually by an independent expert retained by
10 the owner of the initial clean coal facility, with the
11 advance written approval of the Attorney General;

12 (vi) The Commission shall, after notice and
13 hearing, revoke the certification of any alternative
14 retail electric supplier that fails to execute a
15 sourcing agreement with the initial clean coal
16 facility as required by item (5) of subsection (d) of
17 this Section. The sourcing agreements with this
18 initial clean coal facility shall be subject to both
19 approval of the initial clean coal facility by the
20 General Assembly and satisfaction of the requirements
21 of item (4) of subsection (d) of Section 1-75 of the
22 Illinois Power Agency Act, and shall be executed within
23 90 days after any such approval by the General
24 Assembly. The Commission shall not accept an
25 application for certification from an alternative
26 retail electric supplier that has lost certification

1 under this subsection (d), or any corporate affiliate
2 thereof, for at least one year from the date of
3 revocation;

4 (6) With respect to an applicant that seeks to serve
5 residential or small commercial retail customers, that the
6 area to be served by the applicant and any limitations it
7 proposes on the number of customers or maximum amount of
8 load to be served meet the provisions of Section 16-115A,
9 provided, that the Commission can extend the time for
10 considering such a certificate request by up to 90 days,
11 and can schedule hearings on such a request;

12 (7) That the applicant meets the requirements of
13 subsection (a) of Section 16-128; ~~and~~

14 (8) That the applicant discloses whether the applicant
15 is the subject of any lawsuit filed in a court of law or
16 formal complaint filed with a regulatory agency alleging
17 fraud, deception, or unfair marketing practices or other
18 similar allegations and, if the applicant is the subject of
19 such lawsuit or formal complaint, the applicant shall
20 identify the name, case number, and jurisdiction of each
21 lawsuit or complaint. For the purpose of this item (8),
22 "formal complaint" includes only those complaints that
23 seek a binding determination from a State or federal
24 regulatory body;

25 (9) That the applicant shall continue to comply with
26 requirements for certification stated in this Section;

1 (10) That the applicant shall execute and maintain a
2 license or permit bond issued by a qualifying surety or
3 insurance company authorized to transact business in the
4 State of Illinois in favor of the People of the State of
5 Illinois. The amount of the bond shall equal \$30,000 if the
6 applicant seeks to serve only nonresidential retail
7 customers with maximum electrical demands of one megawatt
8 or more, \$150,000 if the applicant seeks to serve only
9 non-residential retail customers with annual electrical
10 consumption greater than 15,000 kWh, or \$500,000 if the
11 applicant seeks to serve all eligible customers.
12 Applicants shall be required to submit an additional
13 \$500,000 bond if the applicant intends to market to
14 residential customers using in-person solicitations. The
15 bond shall be conditioned upon the full and faithful
16 performance of all duties and obligations of the applicant
17 as an alternative retail electric supplier and shall be
18 valid for a period of not less than one year. The cost of
19 the bond shall be paid by the applicant. The applicant
20 shall file a copy of this bond, with a notarized
21 verification page from the issuer, as part of its
22 application for certification under 83 Ill. Adm. Code 451;
23 and

24 (11) ~~(8)~~ That the applicant will comply with all other
25 applicable laws and regulations.

26 (d-3) The Commission may deny with prejudice an application

1 in which the applicant fails to provide the Commission with
2 information sufficient for the Commission to grant the
3 application.

4 (d-5) (Blank).

5 (e) A retail customer that owns a cogeneration or
6 self-generation facility and that seeks certification only to
7 provide electric power and energy from such facility to retail
8 customers at separate locations which customers are both (i)
9 owned by, or a subsidiary or other corporate affiliate of, such
10 applicant and (ii) eligible for delivery services, shall be
11 granted a certificate of service authority upon filing an
12 application and notifying the Commission that it has entered
13 into an agreement with the relevant electric utilities pursuant
14 to Section 16-118. Provided, however, that if the retail
15 customer owning such cogeneration or self-generation facility
16 would not be charged a transition charge due to the exemption
17 provided under subsection (f) of Section 16-108 prior to the
18 certification, and the retail customers at separate locations
19 are taking delivery services in conjunction with purchasing
20 power and energy from the facility, the retail customer on
21 whose premises the facility is located shall not thereafter be
22 required to pay transition charges on the power and energy that
23 such retail customer takes from the facility.

24 (f) The Commission shall have the authority to promulgate
25 rules and regulations to carry out the provisions of this
26 Section. On or before May 1, 1999, the Commission shall adopt a

1 rule or rules applicable to the certification of those
2 alternative retail electric suppliers that seek to serve only
3 nonresidential retail customers with maximum electrical
4 demands of one megawatt or more which shall provide for (i)
5 expedited and streamlined procedures for certification of such
6 alternative retail electric suppliers and (ii) specific
7 criteria which, if met by any such alternative retail electric
8 supplier, shall constitute the demonstration of technical,
9 financial and managerial resources and abilities to provide
10 service required by subsection (d) (1) of this Section, such as
11 a requirement to post a bond or letter of credit, from a
12 responsible surety or financial institution, of sufficient
13 size for the nature and scope of the services to be provided;
14 demonstration of adequate insurance for the scope and nature of
15 the services to be provided; and experience in providing
16 similar services in other jurisdictions.

17 (g) An alternative retail electric supplier may seek
18 confidential treatment for the following information by filing
19 an affidavit with the Commission so long as the affidavit meets
20 the requirements in this subsection (g):

21 (1) the total annual kilowatt-hours delivered and sold
22 by an alternative retail electric supplier to retail
23 customers within each utility service territory and the
24 total annual kilowatt-hours delivered and sold by an
25 alternative retail electric supplier to retail customers
26 in all utility service territories in the preceding

1 calendar year as required by 83 Ill. Adm. Code 451.770;

2 (2) the total peak demand supplied by an alternative
3 retail electric supplier during the previous year in each
4 utility service territory as required by 83 Ill. Adm. Code
5 465.40;

6 (3) a good faith estimate of the amount an alternative
7 retail electric supplier expects to be obliged to pay the
8 utility under single billing tariffs during the next 12
9 months and the amount of any bond or letter of credit used
10 to demonstrate an alternative retail electric supplier's
11 credit worthiness to provide single billing services
12 pursuant to 83 Ill. Adm. Code 451.510(a) and (b).

13 The affidavit must be filed contemporaneously with the
14 information for which confidential treatment is sought and must
15 clearly state that the affiant seeks confidential treatment
16 pursuant to this subsection (g) and the information for which
17 confidential treatment is sought must be clearly identified on
18 the confidential version of the document filed with the
19 Commission. The affidavit must be accompanied by a
20 "confidential" and a "public" version of the document or
21 documents containing the information for which confidential
22 treatment is sought.

23 If the alternative retail electric supplier has met the
24 affidavit requirements of this subsection (g), then the
25 Commission shall afford confidential treatment to the
26 information identified in the affidavit for a period of 2 years

1 after the date the affidavit is received by the Commission.

2 Nothing in this subsection (g) prevents an alternative
3 retail electric supplier from filing a petition with the
4 Commission seeking confidential treatment for information
5 beyond that identified in this subsection (g) or for
6 information contained in other reports or documents filed with
7 the Commission.

8 Nothing in this subsection (g) prevents the Commission, on
9 its own motion, or any party from filing a formal petition with
10 the Commission seeking to reconsider the conferring of
11 confidential status on an item of information afforded
12 confidential treatment pursuant to this subsection (g).

13 The Commission, on its own motion, may at any time initiate
14 a docketed proceeding to investigate the continued
15 applicability of this subsection (g) to the information
16 contained in items (i), (ii), and (iii) of this subsection (g).
17 If, at the end of such investigation, the Commission determines
18 that a particular item of information should no longer be
19 eligible for the affidavit-based process outlined in this
20 subsection (g), the Commission may enter an order to remove
21 that item from the list of items eligible for the process set
22 forth in this subsection (g). Notwithstanding any such order,
23 in the event the Commission makes such a determination, nothing
24 in this subsection (g) prevents an alternative retail electric
25 supplier desiring confidential treatment for such information
26 from filing a formal petition with the Commission seeking

1 confidential treatment for such information.

2 (Source: P.A. 99-332, eff. 8-10-15.)

3 (220 ILCS 5/16-115A)

4 Sec. 16-115A. Obligations of alternative retail electric
5 suppliers.

6 (a) An alternative retail electric supplier ~~shall~~:

7 (i) shall comply with the requirements imposed on
8 public utilities by Sections 8-201 through 8-207, 8-301,
9 8-505 and 8-507 of this Act, to the extent that these
10 Sections have application to the services being offered by
11 the alternative retail electric supplier; ~~and~~

12 (ii) shall continue to comply with the requirements for
13 certification stated in subsection (d) of Section 16-115; ~~and~~

14 (iii) by May 31, 2020 and every May 31 thereafter,
15 shall submit to the Commission and the Office of the
16 Attorney General the rates the retail electric supplier
17 charged to residential customers in the prior year,
18 including each distinct rate charged and whether the rate
19 was a fixed or variable rate, the basis for the variable
20 rate, and any fees charged in addition to the supply rate,
21 including monthly fees, flat fees, or other service
22 charges; and

23 (iv) shall make publicly available on its website,
24 without the need for a customer login, rate information for
25 all of its variable, time-of-use, and fixed rate contracts

1 currently available to residential customers, including,
2 but not limited to, fixed monthly charges, early
3 termination fees, and kilowatt-hour charges.

4 (b) An alternative retail electric supplier shall obtain
5 verifiable authorization from a customer, in a form or manner
6 approved by the Commission consistent with Section 2EE of the
7 Consumer Fraud and Deceptive Business Practices Act, before the
8 customer is switched from another supplier.

9 (c) No alternative retail electric supplier, or electric
10 utility other than the electric utility in whose service area a
11 customer is located, shall (i) enter into or employ any
12 arrangements which have the effect of preventing a retail
13 customer with a maximum electrical demand of less than one
14 megawatt from having access to the services of the electric
15 utility in whose service area the customer is located or (ii)
16 charge retail customers for such access. This subsection shall
17 not be construed to prevent an arms-length agreement between a
18 supplier and a retail customer that sets a term of service,
19 notice period for terminating service and provisions governing
20 early termination through a tariff or contract as allowed by
21 Section 16-119.

22 (d) An alternative retail electric supplier that is
23 certified to serve residential or small commercial retail
24 customers shall not:

25 (1) deny service to a customer or group of customers
26 nor establish any differences as to prices, terms,

1 conditions, services, products, facilities, or in any
2 other respect, whereby such denial or differences are based
3 upon race, gender or income, except as provided in Section
4 16-115E.

5 (2) deny service to a customer or group of customers
6 based on locality nor establish any unreasonable
7 difference as to prices, terms, conditions, services,
8 products, or facilities as between localities.

9 (e) An alternative retail electric supplier shall comply
10 with the following requirements with respect to the marketing,
11 offering and provision of products or services to residential
12 and small commercial retail customers:

13 (i) All ~~Any~~ marketing materials, including, but not
14 limited to, electronic marketing materials, in-person
15 solicitations, and telephone solicitations, ~~which make~~
16 ~~statements concerning prices, terms and conditions of~~
17 ~~service~~ shall contain information that adequately
18 discloses the prices, terms, and conditions of the products
19 or services that the alternative retail electric supplier
20 is offering or selling to the customer and shall disclose
21 the current utility electric supply price to compare
22 applicable at the time the alternative retail electric
23 supplier is offering or selling the products or services to
24 the customer and shall disclose the date on which the
25 utility electric supply price to compare became effective
26 and the date on which it will expire. The utility electric

1 supply price to compare shall be the sum of the electric
2 supply charge and the transmission services charge and
3 shall not include the purchased electricity adjustment.
4 The disclosure shall include a statement that the price to
5 compare does not include the purchased electricity
6 adjustment, and, if applicable, the range of the purchased
7 electricity adjustment. All marketing materials,
8 including, but not limited to, electronic marketing
9 materials, in-person solicitations, and telephone
10 solicitations, shall include the following statement:-

11 "(Name of the alternative retail electric
12 supplier) is not the same entity as your electric
13 delivery company. You are not required to enroll with
14 (name of alternative retail electric supplier).
15 Beginning on (effective date), the electric supply
16 price to compare is (price in cents per kilowatt hour).
17 The electric utility electric supply price will expire
18 on (expiration date). The utility electric supply
19 price to compare does not include the purchased
20 electricity adjustment factor. For more information go
21 to the Illinois Commerce Commission's free website at
22 www.pluginillinois.org."

23 If applicable, the statement shall also include the
24 following statement:

25 "The purchased electricity adjustment factor may
26 range between +.5 cents and -.5 cents per kilowatt

1 hour.".

2 This paragraph (i) does not apply to goodwill or
3 institutional advertising.

4 (ii) Before any customer is switched from another
5 supplier, the alternative retail electric supplier shall
6 give the customer written information that adequately
7 discloses, in plain language, the prices, terms and
8 conditions of the products and services being offered and
9 sold to the customer. This written information shall be
10 provided in a language in which the customer subject to the
11 marketing or solicitation is able to understand and
12 communicate, and the alternative retail electric supplier
13 shall not switch a customer who is unable to understand and
14 communicate in a language in which the marketing or
15 solicitation was conducted. The alternative retail
16 electric supplier shall comply with Section 2N of the
17 Consumer Fraud and Deceptive Business Practices Act.

18 (iii) An alternative retail electric supplier shall
19 provide documentation to the Commission and to customers
20 that substantiates any claims made by the alternative
21 retail electric supplier regarding the technologies and
22 fuel types used to generate the electricity offered or sold
23 to customers.

24 (iv) The alternative retail electric supplier shall
25 provide to the customer (1) itemized billing statements
26 that describe the products and services provided to the

1 customer and their prices, and (2) an additional statement,
2 at least annually, that adequately discloses the average
3 monthly prices, and the terms and conditions, of the
4 products and services sold to the customer.

5 (v) All in-person and telephone solicitations shall be
6 conducted in, translated into, and provided in a language
7 in which the consumer subject to the marketing or
8 solicitation is able to understand and communicate. An
9 alternative retail electric supplier shall terminate a
10 solicitation if the consumer subject to the marketing or
11 communication is unable to understand and communicate in
12 the language in which the marketing or solicitation is
13 being conducted. An alternative retail electric supplier
14 shall comply with Section 2N of the Consumer Fraud and
15 Deceptive Business Practices Act.

16 (vi) Each alternative retail electric supplier shall
17 conduct training for individual representatives engaged in
18 in-person solicitation and telemarketing to residential
19 customers on behalf of that alternative retail electric
20 supplier prior to conducting any such solicitations on the
21 alternative retail electric supplier's behalf. Each
22 alternative retail electric supplier shall submit a copy of
23 its training material to the Commission on an annual basis
24 and the Commission shall have the right to review and
25 require updates to the material. After initial training,
26 each alternative retail electric supplier shall be

1 required to conduct refresher training for its individual
2 representatives every 6 months.

3 (f) An alternative retail electric supplier may limit the
4 overall size or availability of a service offering by
5 specifying one or more of the following: a maximum number of
6 customers, maximum amount of electric load to be served, time
7 period during which the offering will be available, or other
8 comparable limitation, but not including the geographic
9 locations of customers within the area which the alternative
10 retail electric supplier is certificated to serve. The
11 alternative retail electric supplier shall file the terms and
12 conditions of such service offering including the applicable
13 limitations with the Commission prior to making the service
14 offering available to customers.

15 (g) Nothing in this Section shall be construed as
16 preventing an alternative retail electric supplier, which is an
17 affiliate of, or which contracts with, (i) an industry or trade
18 organization or association, (ii) a membership organization or
19 association that exists for a purpose other than the purchase
20 of electricity, or (iii) another organization that meets
21 criteria established in a rule adopted by the Commission, from
22 offering through the organization or association services at
23 prices, terms and conditions that are available solely to the
24 members of the organization or association.

25 (Source: P.A. 90-561, eff. 12-16-97.)

1 (220 ILCS 5/16-115B)

2 Sec. 16-115B. Commission oversight of services provided by
3 alternative retail electric suppliers.

4 (a) The Commission shall have jurisdiction in accordance
5 with the provisions of Article X of this Act to entertain and
6 dispose of any complaint against any alternative retail
7 electric supplier alleging (i) that the alternative retail
8 electric supplier has violated or is in nonconformance with any
9 applicable provisions of Section 16-115 through Section
10 16-115A; (ii) that an alternative retail electric supplier
11 serving retail customers having maximum demands of less than
12 one megawatt has failed to provide service in accordance with
13 the terms of its contract or contracts with such customer or
14 customers; (iii) that the alternative retail electric supplier
15 has violated or is in non-conformance with the delivery
16 services tariff of, or any of its agreements relating to
17 delivery services with, the electric utility, municipal
18 system, or electric cooperative providing delivery services;
19 or (iv) that the alternative retail electric supplier has
20 violated or failed to comply with the requirements of Sections
21 8-201 through 8-207, 8-301, 8-505, or 8-507 of this Act as made
22 applicable to alternative retail electric suppliers.

23 (b) The Commission shall have authority, after notice and
24 hearing held on complaint or on the Commission's own motion:

25 (1) To order an alternative retail electric supplier to
26 cease and desist, or correct, any violation of or

1 non-conformance with the provisions of Section 16-115 or
2 16-115A;

3 (2) To impose financial penalties for violations of or
4 non-conformances with the provisions of Section 16-115 or
5 16-115A, not to exceed (i) \$10,000 per occurrence or (ii)
6 \$30,000 per day for those violations or non-conformances
7 which continue after the Commission issues a cease and
8 desist order; and

9 (3) To alter, modify, revoke or suspend the certificate
10 of service authority of an alternative retail electric
11 supplier for substantial or repeated violations of or
12 non-conformances with the provisions of Section 16-115 or
13 16-115A.

14 (c) In addition to other powers and authority granted to it
15 under this Act, the Commission may require an alternative
16 retail electric supplier to enter into a compliance plan. If
17 the Commission comes into possession of information causing it
18 to conclude that an alternative retail electric supplier is
19 violating this Act or the Commission's rules, the Commission
20 may, after notice and hearing, enter an order directing the
21 alternative retail electric supplier to implement practices,
22 procedures, oversight, or other measures or refrain from
23 practices, conduct, or activities that the Commission finds is
24 necessary or reasonable to ensure the alternative retail
25 electric supplier's compliance with this Act and the
26 Commission's rules. Failure by an alternative retail electric

1 supplier to implement or comply with a Commission-ordered
2 compliance plan is a violation of this Section. The Commission,
3 in its discretion, may order a compliance plan under such
4 circumstances as it considers warranted and is not required to
5 order a compliance plan prior to taking other enforcement
6 action against an alternative retail electric supplier.
7 Nothing in this subsection (c) shall be interpreted to limit
8 the authority or right of the Attorney General.

9 (Source: P.A. 90-561, eff. 12-16-97.)

10 (220 ILCS 5/16-115E new)

11 Sec. 16-115E. Alternative retail electric supplier utility
12 assistance recipient.

13 (a) Beginning January 1, 2020, an alternative retail
14 electric supplier shall not knowingly submit an enrollment to
15 change a customer's electric supplier if the electric utility's
16 records indicate that the customer either received financial
17 assistance in the previous 12 months from the Low Income Home
18 Energy Assistance Program or, at the time of enrollment is
19 participating in the Percentage of Income Payment Plan, unless
20 (1) the customer's change in electric supplier is pursuant to a
21 government aggregation program adopted in accordance with
22 Section 1-92 of the Illinois Power Agency Act, or (2) the
23 customer's change in electric supplier is pursuant to a
24 Commission-approved savings guarantee plan as described in
25 subsection (b).

1 (b) Beginning January 1, 2020, an alternative retail
2 electric supplier may apply to the Commission to offer a
3 savings guarantee plan to recipients of Low Income Home Energy
4 Assistance Program funding or Percentage of Income Payment Plan
5 funding. The Commission shall initiate a public, docketed
6 proceeding to consider whether or not to approve an alternative
7 retail electric supplier's application to offer a savings
8 guarantee plan. At a minimum, the savings guarantee plan shall
9 charge customers for electric supply at an amount that is less
10 than the amount charged by the electric utility.

11 (c) An agreement entered into between an alternative retail
12 electric supplier and a customer in violation of this Section
13 is void and unenforceable. Before the electric utility executes
14 a change in a customer's electric supplier, other than a change
15 pursuant to a government aggregation program adopted in
16 accordance with Section 1-92 of the Illinois Power Agency Act
17 or a Commission-approved savings guarantee plan as described in
18 subsection (b), the electric utility shall confirm at the time
19 of the request whether its records indicate that the customer
20 either has received financial assistance from the Low Income
21 Home Energy Assistance Program in the previous 12 months or, at
22 the time of enrollment, is participating in the Percentage of
23 Income Payment Plan; and if so, shall reject such change
24 request. Absent willful or wanton misconduct, no electric
25 utility shall be held liable for any error in acting or failing
26 to act pursuant to this Section.

1 (220 ILCS 5/16-118)

2 Sec. 16-118. Services provided by electric utilities to
3 alternative retail electric suppliers.

4 (a) It is in the best interest of Illinois energy consumers
5 to promote fair and open competition in the provision of
6 electric power and energy and to prevent anticompetitive
7 practices in the provision of electric power and energy.
8 Therefore, to the extent an electric utility provides electric
9 power and energy or delivery services to alternative retail
10 electric suppliers and such services are not subject to the
11 jurisdiction of the Federal Energy Regulatory Commission, and
12 are not competitive services, they shall be provided through
13 tariffs that are filed with the Commission, pursuant to Article
14 IX of this Act. Each electric utility shall permit alternative
15 retail electric suppliers to interconnect facilities to those
16 owned by the utility provided they meet established standards
17 for such interconnection, and may provide standby or other
18 services to alternative retail electric suppliers. The
19 alternative retail electric supplier shall sign a contract
20 setting forth the prices, terms and conditions for
21 interconnection with the electric utility and the prices, terms
22 and conditions for services provided by the electric utility to
23 the alternative retail electric supplier in connection with the
24 delivery by the electric utility of electric power and energy
25 supplied by the alternative retail electric supplier.

1 (b) An electric utility shall file a tariff pursuant to
2 Article IX of the Act that would allow alternative retail
3 electric suppliers or electric utilities other than the
4 electric utility in whose service area retail customers are
5 located to issue single bills to the retail customers for both
6 the services provided by such alternative retail electric
7 supplier or other electric utility and the delivery services
8 provided by the electric utility to such customers. The tariff
9 filed pursuant to this subsection shall (i) require partial
10 payments made by retail customers to be credited first to the
11 electric utility's tariffed services, (ii) impose commercially
12 reasonable terms with respect to credit and collection,
13 including requests for deposits, (iii) retain the electric
14 utility's right to disconnect the retail customers, if it does
15 not receive payment for its tariffed services, in the same
16 manner that it would be permitted to if it had billed for the
17 services itself, and (iv) require the alternative retail
18 electric supplier or other electric utility that elects the
19 billing option provided by this tariff to include on each bill
20 to retail customers an identification of the electric utility
21 providing the delivery services and a listing of the charges
22 applicable to such services. The tariff filed pursuant to this
23 subsection may also include other just and reasonable terms and
24 conditions. In addition, an electric utility, an alternative
25 retail electric supplier or electric utility other than the
26 electric utility in whose service area the customer is located,

1 and a customer served by such alternative retail electric
2 supplier or other electric utility, may enter into an agreement
3 pursuant to which the alternative retail electric supplier or
4 other electric utility pays the charges specified in Section
5 16-108, or other customer-related charges, including taxes and
6 fees, in lieu of such charges being recovered by the electric
7 utility directly from the customer.

8 (c) An electric utility with more than 100,000 customers
9 shall file a tariff pursuant to Article IX of this Act that
10 provides alternative retail electric suppliers, and electric
11 utilities other than the electric utility in whose service area
12 the retail customers are located, with the option to have the
13 electric utility purchase their receivables for power and
14 energy service provided to residential retail customers and
15 non-residential retail customers with a non-coincident peak
16 demand of less than 400 kilowatts. Receivables for power and
17 energy service of alternative retail electric suppliers or
18 electric utilities other than the electric utility in whose
19 service area the retail customers are located shall be
20 purchased by the electric utility at a just and reasonable
21 discount rate to be reviewed and approved by the Commission
22 after notice and hearing. The discount rate shall be based on
23 the electric utility's historical bad debt and any reasonable
24 start-up costs and administrative costs associated with the
25 electric utility's purchase of receivables. The discounted
26 rate for purchase of receivables shall be included in the

1 tariff filed pursuant to this subsection (c). The discount rate
2 filed pursuant to this subsection (c) shall be subject to
3 periodic Commission review. The electric utility retains the
4 right to impose the same terms on retail customers with respect
5 to credit and collection, including requests for deposits, and
6 retain the electric utility's right to disconnect the retail
7 customers, if it does not receive payment for its tariffed
8 services or purchased receivables, in the same manner that it
9 would be permitted to if the retail customers purchased power
10 and energy from the electric utility. The tariff filed pursuant
11 to this subsection (c) shall permit the electric utility to
12 recover from retail customers any uncollected receivables that
13 may arise as a result of the purchase of receivables under this
14 subsection (c), may also include other just and reasonable
15 terms and conditions, and shall provide for the prudently
16 incurred costs associated with the provision of this service
17 pursuant to this subsection (c). Nothing in this subsection (c)
18 permits the double recovery of bad debt expenses from
19 customers.

20 (d) An electric utility with more than 100,000 customers
21 shall file a tariff pursuant to Article IX of this Act that
22 would provide alternative retail electric suppliers or
23 electric utilities other than the electric utility in whose
24 service area retail customers are located with the option to
25 have the electric utility produce and provide single bills to
26 the retail customers for both the electric power and energy

1 service provided by the alternative retail electric supplier or
2 other electric utility and the delivery services provided by
3 the electric utility to the customers. The tariffs filed
4 pursuant to this subsection shall require the electric utility
5 to collect and remit customer payments for electric power and
6 energy service provided by alternative retail electric
7 suppliers or electric utilities other than the electric utility
8 in whose service area retail customers are located. The tariff
9 filed pursuant to this subsection shall require the electric
10 utility to include on each bill to retail customers an
11 identification of the alternative retail electric supplier or
12 other electric utility that elects the billing option. The
13 tariff filed pursuant to this subsection (d) may also include
14 other just and reasonable terms and conditions and shall
15 provide for the recovery of prudently incurred costs associated
16 with the provision of service pursuant to this subsection (d).
17 The costs associated with the provision of service pursuant to
18 this Section shall be subject to periodic Commission review.

19 (e) An electric utility with more than 100,000 customers in
20 this State shall file a tariff pursuant to Article IX of this
21 Act that provides alternative retail electric suppliers, and
22 electric utilities other than the electric utility in whose
23 service area the retail customers are located, with the option
24 to have the electric utility purchase 2 billing cycles worth of
25 uncollectible receivables for power and energy service
26 provided to residential retail customers and to

1 non-residential retail customers with a non-coincident peak
2 demand of less than 400 kilowatts upon returning that customer
3 to that electric utility for delivery and energy service after
4 that alternative retail electric supplier, or an electric
5 utility other than the electric utility in whose service area
6 the retail customer is located, has made reasonable collection
7 efforts on that account. Uncollectible receivables for power
8 and energy service of alternative retail electric suppliers, or
9 electric utilities other than the electric utility in whose
10 service area the retail customers are located, shall be
11 purchased by the electric utility at a just and reasonable
12 discount rate to be reviewed and approved by the Commission,
13 after notice and hearing. The discount rate shall be based on
14 the electric utility's historical bad debt for receivables that
15 are outstanding for a similar length of time and any reasonable
16 start-up costs and administrative costs associated with the
17 electric utility's purchase of receivables. The discounted
18 rate for purchase of uncollectible receivables shall be
19 included in the tariff filed pursuant to this subsection (e).
20 The electric utility retains the right to impose the same terms
21 on these retail customers with respect to credit and
22 collection, including requests for deposits, and retains the
23 right to disconnect these retail customers, if it does not
24 receive payment for its tariffed services or purchased
25 receivables, in the same manner that it would be permitted to
26 if the retail customers had purchased power and energy from the

1 electric utility. The tariff filed pursuant to this subsection
2 (e) shall permit the electric utility to recover from retail
3 customers any uncollectable receivables that may arise as a
4 result of the purchase of uncollectible receivables under this
5 subsection (e), may also include other just and reasonable
6 terms and conditions, and shall provide for the prudently
7 incurred costs associated with the provision of this service
8 pursuant to this subsection (e). Nothing in this subsection (e)
9 permits the double recovery of utility bad debt expenses from
10 customers. The electric utility may file a joint tariff for
11 this subsection (e) and subsection (c) of this Section.

12 (f) Every alternative retail electric supplier or electric
13 utility other than the electric utility in whose service area
14 retail customers are located that issues single bills to the
15 retail customers for the services provided by the alternative
16 retail electric supplier or other electric utility to the
17 customers shall include on the single bills issued to
18 residential customers the current utility electric supply
19 price to compare that would apply to the customer for the
20 billing period if the customer obtained supply from the
21 utility. The current utility electric supply price shall be the
22 sum of the electric supply charge and the transmission services
23 charge and shall disclose that the price does not include the
24 monthly purchased electricity adjustment.

25 (g) Every electric utility that provides delivery and
26 supply services shall include on each bill issued to

1 residential customers who obtain supply from an alternative
2 retail electric supplier the current utility electric supply
3 price to compare that would apply to the customer for the
4 billing period if the customer obtained supply from the
5 utility. The current utility electric supply price to compare
6 shall be the sum of the electric supply charge and the
7 transmission services charge and shall disclose that the price
8 does not include the monthly purchased electricity adjustment.

9 (Source: P.A. 95-700, eff. 11-9-07.)

10 (220 ILCS 5/16-119)

11 Sec. 16-119. Switching suppliers. An electric utility or an
12 alternative retail electric supplier may establish a term of
13 service, notice period for terminating service and provisions
14 governing early termination through a tariff or contract. A
15 customer may change its supplier subject to tariff or contract
16 terms and conditions. Any notice provisions; or provision for a
17 fee, charge or penalty with early termination of a contract;
18 shall be conspicuously disclosed in any tariff or contract. Any
19 tariff filed or contract renewed or entered into on and after
20 the effective date of this amendatory Act of the 99th General
21 Assembly that contains an early termination clause shall
22 disclose the amount of the early termination fee or penalty,
23 provided that any early termination fee or penalty shall not
24 exceed \$50 total for residential customers and \$150 for small
25 commercial retail customers as defined in Section 16-102 of

1 this Act, regardless of whether or not the tariff or contract
2 is a multiyear tariff or contract. Beginning January 1, 2020,
3 residential and small commercial retail customers shall have a
4 right to terminate their contracts with alternative retail
5 electric suppliers at any time without any termination fees or
6 penalties. A customer shall remain responsible for any unpaid
7 charges owed to an electric utility or alternative retail
8 electric supplier at the time it switches to another provider.

9 The caps on early termination fees and penalties under this
10 Section shall apply only to early termination fees and
11 penalties for early termination of electric service. The caps
12 shall not apply to charges or fees for devices, equipment, or
13 other services provided by the utility or alternative retail
14 electric supplier.

15 (Source: P.A. 99-103, eff. 7-22-15; 99-107, eff. 7-22-15.)

16 (220 ILCS 5/16-123)

17 Sec. 16-123. Establishment of customer information centers
18 for electric utilities and alternative retail electric
19 suppliers.

20 (a) All electric utilities and alternative retail electric
21 suppliers shall be required to maintain a customer call center
22 where customers can reach a representative and receive current
23 information. Customers shall periodically be notified on how to
24 reach the call center. The Commission shall have the authority
25 to establish reporting requirements for such centers.

1 (b) Notwithstanding anything to the contrary, an electric
2 utility may:

3 (1) disclose the current utility electric supply price
4 to a retail customer who takes electric power and energy
5 supply service from an alternative retail electric
6 supplier;

7 (2) disclose the supply price the customer is paying as
8 reflected on the customer's bill, if known;

9 (3) furnish to a retail customer a list of frequently
10 asked questions to be used by the retail customer in
11 evaluating electric power and energy supply rate offers by
12 alternative retail electric suppliers; this list may
13 include, but is not limited to, the following:

14 (A) length of the contract;

15 (B) the price per kilowatt hour, and whether the
16 contract price is fixed or variable, and if variable,
17 the circumstances under which the price may change;

18 (C) whether penalties or early termination fees
19 apply if the customer terminates the contract before
20 the expiration of its term; and

21 (D) whether the customer may be subject to any
22 other adjustments, penalties, surcharges, or costs
23 beyond the electric power and energy supply rate; and

24 (4) provide to a retail customer education information
25 published by the Office of Retail Market Development and
26 the Office of the Attorney General regarding the selection

1 and evaluation of electric power and energy supply rate
2 offers by alternative retail electric suppliers.

3 (Source: P.A. 90-561, eff. 12-16-97.)

4 (220 ILCS 5/19-110)

5 Sec. 19-110. Certification of alternative gas suppliers.

6 (a) The provisions of this Section shall apply only to
7 alternative gas suppliers serving or seeking to serve
8 residential or small commercial customers and only to the
9 extent such alternative gas suppliers provide services to
10 residential or small commercial customers.

11 (b) An alternative gas supplier must obtain a certificate
12 of service authority from the Commission in accordance with
13 this Section before serving any customer or other user located
14 in this State. An alternative gas supplier may request, and the
15 Commission may grant, a certificate of service authority for
16 the entire State or for a specified geographic area of the
17 State. A person, corporation, or other entity acting as an
18 alternative gas supplier on the effective date of this
19 amendatory Act of the 92nd General Assembly shall have 180 days
20 from the effective date of this amendatory Act of the 92nd
21 General Assembly to comply with the requirements of this
22 Section in order to continue to operate as an alternative gas
23 supplier.

24 (c) An alternative gas supplier seeking a certificate of
25 service authority shall file with the Commission a verified

1 application containing information showing that the applicant
2 meets the requirements of this Section. The alternative gas
3 supplier shall publish notice of its application in the
4 official State newspaper within 10 days following the date of
5 its filing. No later than 45 days after the application is
6 properly filed with the Commission, and such notice is
7 published, the Commission shall issue its order granting or
8 denying the application.

9 (d) An application for a certificate of service authority
10 shall identify the area or areas in which the applicant intends
11 to offer service and the types of services it intends to offer.
12 Applicants that seek to serve residential or small commercial
13 customers within a geographic area that is smaller than a gas
14 utility's service area shall submit evidence demonstrating
15 that the designation of this smaller area does not violate
16 Section 19-115. An applicant may state in its application for
17 certification any limitations that will be imposed on the
18 number of customers or maximum load to be served. The applicant
19 shall submit as part of its application a statement indicating:

20 (1) Whether the applicant has been denied a natural gas
21 supplier license in any state in the United States.

22 (2) Whether the applicant has had a natural gas
23 supplier license suspended or revoked by any state in the
24 United States.

25 (3) Where, if any, other natural gas supplier license
26 applications are pending in the United States.

1 (4) Whether the applicant is the subject of any
2 lawsuits filed in a court of law or formal complaints filed
3 with a regulatory agency alleging fraud, deception or
4 unfair marketing practices, or other similar allegations,
5 identifying the name, case number, and jurisdiction of each
6 such lawsuit or complaint.

7 For the purposes of this subsection (d), formal complaints
8 include only those complaints that seek a binding determination
9 from a state or federal regulatory body.

10 (e) The Commission shall grant the application for a
11 certificate of service authority if it makes the findings set
12 forth in this subsection based on the verified application and
13 such other information as the applicant may submit.

14 (1) That the applicant possesses sufficient technical,
15 financial, and managerial resources and abilities to
16 provide the service for which it seeks a certificate of
17 service authority. In determining the level of technical,
18 financial, and managerial resources and abilities which
19 the applicant must demonstrate, the Commission shall
20 consider:

21 (A) the characteristics, including the size and
22 financial sophistication of the customers that the
23 applicant seeks to serve;

24 (B) whether the applicant seeks to provide gas
25 using property, plant, and equipment that it owns,
26 controls, or operates; and

1 (C) the applicant's commitment of resources to the
2 management of sales and marketing staff, through
3 affirmative managerial policies, independent audits,
4 technology, hands-on field monitoring and training,
5 and, in the case of applicants who will have sales
6 personnel or sales agents within the State of Illinois,
7 the applicant's managerial presence within the State.

8 (2) That the applicant will comply with all applicable
9 federal, State, regional, and industry rules, policies,
10 practices, and procedures for the use, operation, and
11 maintenance of the safety, integrity, and reliability of
12 the gas transmission system.

13 (3) That the applicant will comply with such
14 informational or reporting requirements as the Commission
15 may by rule establish.

16 (4) That the area to be served by the applicant and any
17 limitations it proposes on the number of customers or
18 maximum amount of load to be served meet the provisions of
19 Section 19-115, provided, that if the applicant seeks to
20 serve an area smaller than the service area of a gas
21 utility or proposes other limitations on the number of
22 customers or maximum amount of load to be served, the
23 Commission can extend the time for considering such a
24 certificate request by up to 90 days, and can schedule
25 hearings on such a request.

26 (5) That the applicant shall continue to comply with

1 requirements for certification stated in this Section.

2 (6) That the applicant shall execute and maintain a
3 license or permit bond issued by a qualifying surety or
4 insurance company authorized to transact business in the
5 State of Illinois in favor of the People of the State of
6 Illinois. The amount of the bond shall equal \$150,000 if
7 the applicant seeks to serve only nonresidential retail
8 customers or \$500,000 if the applicant seeks to serve all
9 eligible customers. Applicants shall be required to submit
10 an additional \$500,000 bond if the applicant intends to
11 market to residential customers using in-person
12 solicitations. The bond shall be conditioned upon the full
13 and faithful performance of all duties and obligations of
14 the applicant as an alternative retail gas supplier and
15 shall be valid for a period of not less than one year. The
16 cost of the bond shall be paid by the applicant. The
17 applicant shall file a copy of this bond, with a notarized
18 verification page from the issuer, as part of its
19 application for certification under 83 Ill. Adm. Code 551.

20 (7) ~~(5)~~ That the applicant and the applicant's sales
21 agents will comply with all other applicable laws and
22 rules.

23 (e-5) The Commission may deny with prejudice an application
24 in which the applicant fails to provide the Commission with
25 information sufficient for the Commission to grant the
26 application.

1 (f) The Commission can extend the time for considering such
2 a certificate request by up to 90 days, and can schedule
3 hearings on such a request if:

4 (1) a party to the application proceeding has formally
5 requested that the Commission hold hearings in a pleading
6 that alleges that one or more of the allegations or
7 certifications in the application is false or misleading;
8 or

9 (2) other facts or circumstances exist that will
10 necessitate additional time or evidence in order to
11 determine whether a certificate should be issued.

12 (g) The Commission shall have the authority to promulgate
13 rules to carry out the provisions of this Section. Within 30
14 days after the effective date of this amendatory Act of the
15 92nd General Assembly, the Commission shall adopt an emergency
16 rule or rules applicable to the certification of those gas
17 suppliers that seek to serve residential customers. Within 180
18 days of the effective date of this amendatory Act of the 92nd
19 General Assembly, the Commission shall adopt rules that specify
20 criteria which, if met by any such alternative gas supplier,
21 shall constitute the demonstration of technical, financial,
22 and managerial resources and abilities to provide service
23 required by item (1) of subsection (e) of this Section, such as
24 a requirement to post a bond or letter of credit, from a
25 responsible surety or financial institution, of sufficient
26 size for the nature and scope of the services to be provided,

1 demonstration of adequate insurance for the scope and nature of
2 the services to be provided, and experience in providing
3 similar services in other jurisdictions.

4 (h) The Commission may deny with prejudice any application
5 that repeatedly fails to include the attachments,
6 documentation, and affidavits required by the application form
7 or that repeatedly fails to provide any other information
8 required by this Section.

9 (i) An alternative gas supplier may seek confidential
10 treatment for the reporting to the Commission of its total
11 annual dekatherms delivered and sold by it to residential and
12 small commercial customers by utility service territory during
13 the preceding year via the filing of an affidavit with the
14 Commission so long as the affidavit meets the requirements of
15 this subsection (i). The affidavit must be filed
16 contemporaneously with the information for which confidential
17 treatment is sought and must clearly state that the affiant
18 seeks confidential treatment pursuant to this subsection (i)
19 and the information for which confidential treatment is sought
20 must be clearly identified on the confidential version of the
21 document filed with the Commission. The affidavit must be
22 accompanied by both a "confidential" and a "public" version of
23 the document or documents containing the information for which
24 confidential treatment is sought.

25 If the alternative gas supplier has met the affidavit
26 requirements of this subsection (i), then the Commission shall

1 afford confidential treatment to the information identified in
2 the affidavit for a period of 2 years after the date the
3 affidavit is received by the Commission.

4 Nothing in this subsection (i) prevents an alternative gas
5 supplier from filing a petition with the Commission seeking
6 confidential treatment for information beyond that identified
7 in this subsection (i) or for information contained in other
8 reports or documents filed with the Commission.

9 Nothing in this subsection (i) prevents the Commission, on
10 its own motion, or any party from filing a formal petition with
11 the Commission seeking to reconsider the conferring of
12 confidential status pursuant to this subsection (i).

13 The Commission, on its own motion, may at any time initiate
14 a docketed proceeding to investigate the continued
15 applicability of this affidavit-based process for seeking
16 confidential treatment. If, at the end of such investigation,
17 the Commission determines that this affidavit-based process
18 for seeking confidential treatment for the information is no
19 longer necessary, the Commission may enter an order to that
20 effect. Notwithstanding any such order, in the event the
21 Commission makes such a determination, nothing in this
22 subsection (i) prevents an alternative gas supplier desiring
23 confidential treatment for such information from filing a
24 formal petition with the Commission seeking confidential
25 treatment for such information.

26 (Source: P.A. 99-332, eff. 8-10-15.)

1 (220 ILCS 5/19-115)

2 Sec. 19-115. Obligations of alternative gas suppliers.

3 (a) The provisions of this Section shall apply only to
4 alternative gas suppliers serving or seeking to serve
5 residential or small commercial customers and only to the
6 extent such alternative gas suppliers provide services to
7 residential or small commercial customers.

8 (b) An alternative gas supplier ~~shall~~:

9 (1) shall comply with the requirements imposed on
10 public utilities by Sections 8-201 through 8-207, 8-301,
11 8-505 and 8-507 of this Act, to the extent that these
12 Sections have application to the services being offered by
13 the alternative gas supplier;

14 (2) shall continue to comply with the requirements for
15 certification stated in Section 19-110;

16 (3) shall comply with complaint procedures established
17 by the Commission;

18 (4) except as provided in subsection (h) of this
19 Section, shall file with the Chief Clerk of the Commission,
20 within 20 business days after the effective date of this
21 amendatory Act of the 95th General Assembly, a copy of bill
22 formats, standard customer contract and customer complaint
23 and resolution procedures, and the name and telephone
24 number of the company representative whom Commission
25 employees may contact to resolve customer complaints and

1 other matters. In the case of a gas supplier that engages
2 in door-to-door solicitation, the company shall file with
3 the Commission the consumer information disclosure
4 required by item (3) of subsection (c) of Section 2DDD of
5 the Consumer Fraud and Deceptive Business Practices Act and
6 shall file updated information within 10 business days
7 after changes in any of the documents or information
8 required to be filed by this item (4); ~~and~~

9 (5) shall maintain a customer call center where
10 customers can reach a representative and receive current
11 information. At least once every 6 months, each alternative
12 gas supplier shall provide written information to
13 customers explaining how to contact the call center. The
14 average answer time for calls placed to the call center
15 shall not exceed 60 seconds where a representative or
16 automated system is ready to render assistance and/or
17 accept information to process calls. The abandon rate for
18 calls placed to the call center shall not exceed 10%. Each
19 alternative gas supplier shall maintain records of the call
20 center's telephone answer time performance and abandon
21 call rate. These records shall be kept for a minimum of 2
22 years and shall be made available to Commission personnel
23 upon request. In the event that answer times and/or abandon
24 rates exceed the limits established above, the reporting
25 alternative gas supplier may provide the Commission or its
26 personnel with explanatory details. At a minimum, these

1 records shall contain the following information in monthly
2 increments:

3 (A) total number of calls received;

4 (B) number of calls answered;

5 (C) average answer time;

6 (D) number of abandoned calls; and

7 (E) abandon call rate.

8 Alternative gas suppliers that do not have electronic
9 answering capability that meets these requirements shall
10 notify the Manager of the Commission's Consumer Services
11 Division or its successor within 30 days following the
12 effective date of this amendatory Act of the 95th General
13 Assembly and work with Staff to develop individualized
14 reporting requirements as to the call volume and
15 responsiveness of the call center.

16 On or before March 1 of every year, each entity shall
17 file a report with the Chief Clerk of the Commission for
18 the preceding calendar year on its answer time and abandon
19 call rate for its call center. A copy of the report shall
20 be sent to the Manager of the Consumer Services Division or
21 its successor;~~;~~

22 (6) by January 1, 2020 and every January 1 thereafter,
23 shall submit to the Commission and the Office of the
24 Attorney General the rates the alternative gas supplier
25 charged to residential customers in the prior year,
26 including each distinct rate charged and whether the rate

1 was a fixed or variable rate, the basis for the variable
2 rate, and any fees charged in addition to the supply rate,
3 including monthly fees, flat fees, or other service
4 charges; and

5 (7) shall make publicly available on its website,
6 without the need for a customer login, rate information for
7 all of its variable, time-of-use, and fixed rate contracts
8 currently available to residential customers, including
9 but not limited to, fixed monthly charges, early
10 termination fees, and per therm charges.

11 (c) An alternative gas supplier shall not submit or execute
12 a change in a customer's selection of a natural gas provider
13 unless and until (i) the alternative gas supplier first
14 discloses all material terms and conditions of the offer,
15 including price, to the customer; (ii) the alternative gas
16 supplier has obtained the customer's express agreement to
17 accept the offer after the disclosure of all material terms and
18 conditions of the offer; and (iii) the alternative gas supplier
19 has confirmed the request for a change in accordance with one
20 of the following procedures:

21 (1) The alternative gas supplier has obtained the
22 customer's written or electronically signed authorization
23 in a form that meets the following requirements:

24 (A) An alternative gas supplier shall obtain any
25 necessary written or electronically signed
26 authorization from a customer for a change in natural

1 gas service by using a letter of agency as specified in
2 this Section. Any letter of agency that does not
3 conform with this Section is invalid.

4 (B) The letter of agency shall be a separate
5 document (or an easily separable document containing
6 only the authorization language described in item (E)
7 of this paragraph (1)) whose sole purpose is to
8 authorize a natural gas provider change. The letter of
9 agency must be signed and dated by the customer
10 requesting the natural gas provider change.

11 (C) The letter of agency shall not be combined with
12 inducements of any kind on the same document.

13 (D) Notwithstanding items (A) and (B) of this
14 paragraph (1), the letter of agency may be combined
15 with checks that contain only the required letter of
16 agency language prescribed in item (E) of this
17 paragraph (1) and the necessary information to make the
18 check a negotiable instrument. The letter of agency
19 check shall not contain any promotional language or
20 material. The letter of agency check shall contain in
21 easily readable, bold face type on the face of the
22 check a notice that the consumer is authorizing a
23 natural gas provider change by signing the check. The
24 letter of agency language also shall be placed near the
25 signature line on the back of the check.

26 (E) At a minimum, the letter of agency must be

1 printed with a print of sufficient size to be clearly
2 legible and must contain clear and unambiguous
3 language that confirms:

4 (i) the customer's billing name and address;

5 (ii) the decision to change the natural gas
6 provider from the current provider to the
7 prospective alternative gas supplier;

8 (iii) the terms, conditions, and nature of the
9 service to be provided to the customer, including,
10 but not limited to, the rates for the service
11 contracted for by the customer; and

12 (iv) that the customer understands that any
13 natural gas provider selection the customer
14 chooses may involve a charge to the customer for
15 changing the customer's natural gas provider.

16 (F) Letters of agency shall not suggest or require
17 that a customer take some action in order to retain the
18 customer's current natural gas provider.

19 (G) If any portion of a letter of agency is
20 translated into another language, then all portions of
21 the letter of agency must be translated into that
22 language.

23 (2) An appropriately qualified independent third party
24 has obtained, in accordance with the procedures set forth
25 in this paragraph (2), the customer's oral authorization to
26 change natural gas providers that confirms and includes

1 appropriate verification data. The independent third party
2 must (i) not be owned, managed, controlled, or directed by
3 the alternative gas supplier or the alternative gas
4 supplier's marketing agent; (ii) not have any financial
5 incentive to confirm provider change requests for the
6 alternative gas supplier or the alternative gas supplier's
7 marketing agent; and (iii) operate in a location physically
8 separate from the alternative gas supplier or the
9 alternative gas supplier's marketing agent. Automated
10 third-party verification systems and 3-way conference
11 calls may be used for verification purposes so long as the
12 other requirements of this paragraph (2) are satisfied. An
13 alternative gas supplier or alternative gas supplier's
14 sales representative initiating a 3-way conference call or
15 a call through an automated verification system must drop
16 off the call once the 3-way connection has been
17 established. All third-party verification methods shall
18 elicit, at a minimum, the following information:

19 (A) the identity of the customer;

20 (B) confirmation that the person on the call is
21 authorized to make the provider change;

22 (C) confirmation that the person on the call wants
23 to make the provider change;

24 (D) the names of the providers affected by the
25 change;

26 (E) the service address of the service to be

1 switched; and

2 (F) the price of the service to be provided and the
3 material terms and conditions of the service being
4 offered, including whether any early termination fees
5 apply.

6 Third-party verifiers may not market the alternative
7 gas supplier's services by providing additional
8 information. All third-party verifications shall be
9 conducted in the same language that was used in the
10 underlying sales transaction and shall be recorded in their
11 entirety. Submitting alternative gas suppliers shall
12 maintain and preserve audio records of verification of
13 customer authorization for a minimum period of 2 years
14 after obtaining the verification. Automated systems must
15 provide customers with an option to speak with a live
16 person at any time during the call.

17 (3) The alternative gas supplier has obtained the
18 customer's authorization via an automated verification
19 system to change natural gas service via telephone. An
20 automated verification system is an electronic system
21 that, through pre-recorded prompts, elicits voice
22 responses, touchtone responses, or both, from the customer
23 and records both the prompts and the customer's responses.
24 Such authorization must elicit the information in
25 paragraph (2)(A) through (F) of this subsection (c).
26 Alternative gas suppliers electing to confirm sales

1 electronically through an automated verification system
2 shall establish one or more toll-free telephone numbers
3 exclusively for that purpose. Calls to the number or
4 numbers shall connect a customer to a voice response unit,
5 or similar mechanism, that makes a date-stamped,
6 time-stamped recording of the required information
7 regarding the alternative gas supplier change.

8 The alternative gas supplier shall not use such
9 electronic authorization systems to market its services.

10 (4) When a consumer initiates the call to the
11 prospective alternative gas supplier, in order to enroll
12 the consumer as a customer, the prospective alternative gas
13 supplier must, with the consent of the customer, make a
14 date-stamped, time-stamped audio recording that elicits,
15 at a minimum, the following information:

16 (A) the identity of the customer;

17 (B) confirmation that the person on the call is
18 authorized to make the provider change;

19 (C) confirmation that the person on the call wants
20 to make the provider change;

21 (D) the names of the providers affected by the
22 change;

23 (E) the service address of the service to be
24 switched; and

25 (F) the price of the service to be supplied and the
26 material terms and conditions of the service being

1 offered, including whether any early termination fees
2 apply.

3 Submitting alternative gas suppliers shall maintain
4 and preserve the audio records containing the information
5 set forth above for a minimum period of 2 years.

6 (5) In the event that a customer enrolls for service
7 from an alternative gas supplier via an Internet website,
8 the alternative gas supplier shall obtain an
9 electronically signed letter of agency in accordance with
10 paragraph (1) of this subsection (c) and any customer
11 information shall be protected in accordance with all
12 applicable statutes and regulations. In addition, an
13 alternative gas supplier shall provide the following when
14 marketing via an Internet website:

15 (A) The Internet enrollment website shall, at a
16 minimum, include:

17 (i) a copy of the alternative gas supplier's
18 customer contract that clearly and conspicuously
19 discloses all terms and conditions; and

20 (ii) a conspicuous prompt for the customer to
21 print or save a copy of the contract.

22 (B) Any electronic version of the contract shall be
23 identified by version number, in order to ensure the
24 ability to verify the particular contract to which the
25 customer assents.

26 (C) Throughout the duration of the alternative gas

1 supplier's contract with a customer, the alternative
2 gas supplier shall retain and, within 3 business days
3 of the customer's request, provide to the customer an
4 e-mail, paper, or facsimile of the terms and conditions
5 of the numbered contract version to which the customer
6 assents.

7 (D) The alternative gas supplier shall provide a
8 mechanism by which both the submission and receipt of
9 the electronic letter of agency are recorded by time
10 and date.

11 (E) After the customer completes the electronic
12 letter of agency, the alternative gas supplier shall
13 disclose conspicuously through its website that the
14 customer has been enrolled, and the alternative gas
15 supplier shall provide the customer an enrollment
16 confirmation number.

17 (6) When a customer is solicited in person by the
18 alternative gas supplier's sales agent, the alternative
19 gas supplier may only obtain the customer's authorization
20 to change natural gas service through the method provided
21 for in paragraph (2) of this subsection (c).

22 Alternative gas suppliers must be in compliance with this
23 subsection (c) within 90 days after the effective date of this
24 amendatory Act of the 95th General Assembly.

25 (d) Complaints may be filed with the Commission under this
26 Section by a customer whose natural gas service has been

1 provided by an alternative gas supplier in a manner not in
2 compliance with subsection (c) of this Section. If, after
3 notice and hearing, the Commission finds that an alternative
4 gas supplier has violated subsection (c), then the Commission
5 may in its discretion do any one or more of the following:

6 (1) Require the violating alternative gas supplier to
7 refund the customer charges collected in excess of those
8 that would have been charged by the customer's authorized
9 natural gas provider.

10 (2) Require the violating alternative gas supplier to
11 pay to the customer's authorized natural gas provider the
12 amount the authorized natural gas provider would have
13 collected for natural gas service. The Commission is
14 authorized to reduce this payment by any amount already
15 paid by the violating alternative gas supplier to the
16 customer's authorized natural gas provider.

17 (3) Require the violating alternative gas supplier to
18 pay a fine of up to \$1,000 into the Public Utility Fund for
19 each repeated and intentional violation of this Section.

20 (4) Issue a cease and desist order.

21 (5) For a pattern of violation of this Section or for
22 intentionally violating a cease and desist order, revoke
23 the violating alternative gas supplier's certificate of
24 service authority.

25 (e) No alternative gas supplier shall:

26 (1) enter into or employ any arrangements which have

1 the effect of preventing any customer from having access to
2 the services of the gas utility in whose service area the
3 customer is located;

4 (2) charge customers for such access;

5 (3) bill for goods or services not authorized by the
6 customer; or

7 (4) bill for a disputed amount where the alternative
8 gas supplier has been provided notice of such dispute. The
9 supplier shall attempt to resolve a dispute with the
10 customer. When the dispute is not resolved to the
11 customer's satisfaction, the supplier shall inform the
12 customer of the right to file an informal complaint with
13 the Commission and provide contact information. While the
14 pending dispute is active at the Commission, an alternative
15 gas supplier may bill only for the undisputed amount until
16 the Commission has taken final action on the complaint.

17 (f) An alternative gas supplier that is certified to serve
18 residential or small commercial customers shall not:

19 (1) deny service to a customer or group of customers
20 nor establish any differences as to prices, terms,
21 conditions, services, products, facilities, or in any
22 other respect, whereby such denial or differences are based
23 upon race, gender, or income, except as provided in Section
24 19-116;

25 (2) deny service based on locality, nor establish any
26 unreasonable difference as to prices, terms, conditions,

1 services, products, or facilities as between localities;

2 (3) include in any agreement a provision that obligates
3 a customer to the terms of the agreement if the customer
4 (i) moves outside the State of Illinois; (ii) moves to a
5 location without a transportation service program; or
6 (iii) moves to a location where the customer will not
7 require natural gas service, provided that nothing in this
8 subsection precludes an alternative gas supplier from
9 taking any action otherwise available to it to collect a
10 debt that arises out of service provided to the customer
11 before the customer moved; or

12 (4) assign the agreement to any alternative natural gas
13 supplier, unless:

14 (A) the supplier is an alternative gas supplier
15 certified by the Commission;

16 (B) the rates, terms, and conditions of the
17 agreement being assigned do not change during the
18 remainder of the time covered by the agreement;

19 (C) the customer is given no less than 30 days
20 prior written notice of the assignment and contact
21 information for the new supplier; and

22 (D) the supplier assigning the contract provides
23 contact information that a customer can use to resolve
24 a dispute.

25 (g) An alternative gas supplier shall comply with the
26 following requirements with respect to the marketing,

1 offering, and provision of products or services:

2 (1) All ~~Any~~ marketing materials, including, but not
3 limited to, electronic marketing materials, in-person
4 solicitations, and telephone solicitations, ~~which make~~
5 statements concerning prices, terms, and conditions of
6 service shall contain information that adequately
7 discloses the prices, terms, and conditions of the products
8 or services and shall disclose the utility gas supply cost
9 rates per therm price available from the Illinois Commerce
10 Commission website applicable at the time the alternative
11 gas supplier is offering or selling the products or
12 services to the customer and shall disclose the date on
13 which the utility gas supply cost rates per therm became
14 effective and the date on which they will expire. All
15 marketing materials, including, but not limited to,
16 electronic marketing materials, in-person solicitations,
17 and telephone solicitations, shall include the following
18 statement:-

19 "(Name of the alternative gas supplier) is not the
20 same entity as your gas delivery company. You are not
21 required to enroll with (name of alternative gas
22 supplier). Beginning on (effective date), the utility
23 gas supply cost rate per therm is (cost). The utility
24 gas supply cost will expire on (expiration date). For
25 more information go to the Illinois Commerce
26 Commission's free website at

1 www.icc.illinois.gov/ags/consumereducation.aspx".

2 This paragraph (1) does not apply to goodwill or
3 institutional advertising.

4 (2) Before any customer is switched from another
5 supplier, the alternative gas supplier shall give the
6 customer written information that clearly and
7 conspicuously discloses, in plain language, the prices,
8 terms, and conditions of the products and services being
9 offered and sold to the customer. This written information
10 shall be provided in a language in which the customer
11 subject to the marketing or solicitation is able to
12 understand and communicate, and the alternative gas
13 supplier shall not switch a customer who is unable to
14 understand and communicate in a language in which the
15 marketing or solicitation was conducted. The alternative
16 gas supplier shall comply with Section 2N of the Consumer
17 Fraud and Deceptive Business Practices Act. Nothing in this
18 paragraph (2) may be read to relieve an alternative gas
19 supplier from the duties imposed on it by item (3) of
20 subsection (c) of Section 2DDD of the Consumer Fraud and
21 Deceptive Business Practices Act.

22 (3) The alternative gas supplier shall provide to the
23 customer:

24 (A) accurate, timely, and itemized billing
25 statements that describe the products and services
26 provided to the customer and their prices and that

1 specify the gas consumption amount and any service
2 charges and taxes; provided that this item (g) (3) (A)
3 does not apply to small commercial customers;

4 (B) billing statements that clearly and
5 conspicuously discloses the name and contact
6 information for the alternative gas supplier;

7 (C) an additional statement, at least annually,
8 that adequately discloses the average monthly prices,
9 and the terms and conditions, of the products and
10 services sold to the customer; provided that this item
11 (g) (3) (C) does not apply to small commercial
12 customers;

13 (D) refunds of any deposits with interest within 30
14 days after the date that the customer changes gas
15 suppliers or discontinues service if the customer has
16 satisfied all of his or her outstanding financial
17 obligations to the alternative gas supplier at an
18 interest rate set by the Commission which shall be the
19 same as that required of gas utilities; and

20 (E) refunds, in a timely fashion, of all undisputed
21 overpayments upon the oral or written request of the
22 customer.

23 (4) An alternative gas supplier and its sales agents
24 shall refrain from any direct marketing or soliciting to
25 consumers on the gas utility's "Do Not Contact List", which
26 the alternative gas supplier shall obtain on the 15th

1 calendar day of the month from the gas utility in whose
2 service area the consumer is provided with gas service. If
3 the 15th calendar day is a non-business day, then the
4 alternative gas supplier shall obtain the list on the next
5 business day following the 15th calendar day of that month.

6 (5) Early Termination.

7 (A) Any agreement that contains an early
8 termination clause shall disclose the amount of the
9 early termination fee, provided that any early
10 termination fee or penalty shall not exceed \$50 total,
11 regardless of whether or not the agreement is a
12 multiyear agreement.

13 (B) In any agreement that contains an early
14 termination clause, an alternative gas supplier shall
15 provide the customer the opportunity to terminate the
16 agreement without any termination fee or penalty
17 within 10 business days after the date of the first
18 bill issued to the customer for products or services
19 provided by the alternative gas supplier. The
20 agreement shall disclose the opportunity and provide a
21 toll-free phone number that the customer may call in
22 order to terminate the agreement. Beginning January 1,
23 2020, residential and small commercial customers shall
24 have a right to terminate their agreements with
25 alternative gas suppliers at any time without any
26 termination fees or penalties.

1 (6) Within 2 business days after electronic receipt of
2 a customer switch from the alternative gas supplier and
3 confirmation of eligibility, the gas utility shall provide
4 the customer written notice confirming the switch. The gas
5 utility shall not switch the service until 10 business days
6 after the date on the notice to the customer.

7 (7) The alternative gas supplier shall provide each
8 customer the opportunity to rescind its agreement without
9 penalty within 10 business days after the date on the gas
10 utility notice to the customer. The alternative gas
11 supplier shall disclose all of the following:

12 (A) that the gas utility shall send a notice
13 confirming the switch;

14 (B) that from the date the utility issues the
15 notice confirming the switch, the customer shall have
16 10 business days to rescind the switch without penalty;

17 (C) that the customer shall contact the gas utility
18 or the alternative gas supplier to rescind the switch;
19 and

20 (D) the contact information for the gas utility.

21 The alternative gas supplier disclosure shall be
22 included in its sales solicitations, contracts, and all
23 applicable sales verification scripts.

24 (8) All in-person and telephone solicitations shall be
25 conducted in, translated into, and provided in a language
26 in which the consumer subject to the marketing or

1 solicitation is able to understand and communicate. An
2 alternative gas supplier shall terminate a solicitation if
3 the consumer subject to the marketing or communication is
4 unable to understand and communicate in the language in
5 which the marketing or solicitation is being conducted. An
6 alternative gas supplier shall comply with Section 2N of
7 the Consumer Fraud and Deceptive Business Practices Act.

8 (h) An alternative gas supplier may limit the overall size
9 or availability of a service offering by specifying one or more
10 of the following:

11 (1) a maximum number of customers and maximum amount of
12 gas load to be served;

13 (2) time period during which the offering will be
14 available; or

15 (3) other comparable limitation, but not including the
16 geographic locations of customers within the area which the
17 alternative gas supplier is certificated to serve.

18 The alternative gas supplier shall file the terms and
19 conditions of such service offering including the applicable
20 limitations with the Commission prior to making the service
21 offering available to customers.

22 (i) Nothing in this Section shall be construed as
23 preventing an alternative gas supplier that is an affiliate of,
24 or which contracts with, (i) an industry or trade organization
25 or association, (ii) a membership organization or association
26 that exists for a purpose other than the purchase of gas, or

1 (iii) another organization that meets criteria established in a
2 rule adopted by the Commission from offering through the
3 organization or association services at prices, terms and
4 conditions that are available solely to the members of the
5 organization or association.

6 (Source: P.A. 95-1051, eff. 4-10-09.)

7 (220 ILCS 5/19-116 new)

8 Sec. 19-116. Alternative gas supplier utility assistance
9 recipient.

10 (a) Beginning January 1, 2020, an alternative gas supplier
11 shall not knowingly submit an enrollment to change a customer's
12 natural gas supplier if the gas utility's records indicate that
13 the customer received financial assistance in the previous 12
14 months from either the Low Income Home Energy Assistance
15 Program or, at the time of enrollment is participating in the
16 Percentage of Income Payment Plan, unless the customer's change
17 in gas supplier is pursuant to a Commission-approved savings
18 guarantee plan as described in subsection (b).

19 (b) Beginning January 1, 2020, an alternative gas supplier
20 may apply to the Commission to offer a savings guarantee plan
21 to recipients of Low Income Home Energy Assistance Program
22 funding or Percentage of Income Payment Plan funding. The
23 Commission shall initiate a public, docketed proceeding to
24 consider whether or not to approve an alternative gas
25 supplier's application to offer a savings guarantee plan. At a

1 minimum, the savings guarantee plan shall charge customers for
2 natural gas supply at an amount that is less than the amount
3 charged by the gas utility.

4 (c) An agreement entered into between an alternative gas
5 supplier and a customer in violation of this Section is void
6 and unenforceable. Before the gas utility executes a change in
7 a customer's natural gas supplier, other than a change pursuant
8 to a Commission-approved savings guarantee plan as described in
9 subsection (b), the gas utility shall confirm at the time of
10 the request whether its records indicate that the customer has
11 either received financial assistance from the Low Income Home
12 Energy Assistance Program within the previous 12 months, or, at
13 the time of enrollment is participating in the Percentage of
14 Income Payment Plan; and if so, shall reject such change
15 request. Absent willful or wanton misconduct, no gas utility
16 shall be held liable for any error in acting or failing to act
17 pursuant to this Section.

18 (220 ILCS 5/19-120)

19 Sec. 19-120. Commission oversight of services provided by
20 gas suppliers.

21 (a) The provisions of this Section shall apply only to
22 alternative gas suppliers serving or seeking to serve
23 residential or small commercial customers and only to the
24 extent such alternative gas suppliers provide services to
25 residential or small commercial customers.

1 (b) The Commission shall have jurisdiction in accordance
2 with the provisions of Article X of this Act either to
3 investigate on its own motion in order to determine whether or
4 to entertain and dispose of any complaint against any
5 alternative gas supplier alleging that:

6 (1) the alternative gas supplier has violated or is in
7 nonconformance with any applicable provisions of Section
8 19-110, 19-111, 19-112, or Section 19-115;

9 (2) an alternative gas supplier has failed to provide
10 service in accordance with the terms of its contract or
11 contracts with a customer or customers;

12 (3) the alternative gas supplier has violated or is in
13 nonconformance with the transportation services tariff of,
14 or any of its agreements relating to transportation
15 services with, the gas utility or municipal system
16 providing transportation services; or

17 (4) the alternative gas supplier has violated or failed
18 to comply with the requirements of Sections 8-201 through
19 8-207, 8-301, 8-505, or 8-507 of this Act as made
20 applicable to alternative gas suppliers.

21 (c) The Commission shall have authority after notice and
22 hearing held on complaint or on the Commission's own motion to
23 order any or all of the following remedies, penalties, or forms
24 of relief:

25 (1) order an alternative gas supplier to cease and
26 desist, or correct, any violation of or nonconformance with

1 the provisions of Section 19-110, 19-111, 19-112, or
2 19-115;

3 (2) impose financial penalties for violations of or
4 nonconformances with the provisions of Section 19-110,
5 19-111, 19-112, or 19-115, not to exceed (i) \$10,000 per
6 occurrence or (ii) \$30,000 per day for those violations or
7 nonconformances which continue after the Commission issues
8 a cease-and-desist order; and

9 (3) alter, modify, revoke, or suspend the certificate
10 of service authority of an alternative gas supplier for
11 substantial or repeated violations of or nonconformances
12 with the provisions of Section 19-110, 19-111, 19-112, or
13 19-115.

14 (d) Nothing in this Act shall be construed to limit,
15 restrict, or mitigate in any way the power and authority of the
16 State's Attorneys or the Attorney General under the Consumer
17 Fraud and Deceptive Business Practices Act.

18 (e) In addition to other powers and authority granted to it
19 under this Act, the Commission may require an alternative gas
20 supplier to enter into a compliance plan. If the Commission
21 comes into possession of information causing it to conclude
22 that an alternative gas supplier is violating this Act or the
23 Commission's rules, the Commission may, after notice and
24 hearing, enter an order directing the alternative gas supplier
25 to implement practices, procedures, oversight, or other
26 measures or refrain from practices, conduct, or activities as

1 the Commission finds is necessary or reasonable to ensure the
2 alternative gas supplier's compliance with this Act and the
3 Commission's rules. Failure by an alternative gas supplier to
4 implement or comply with a Commission-ordered compliance plan
5 is a violation of this Section. The Commission, in its
6 discretion, may order a compliance plan under such
7 circumstances as it considers warranted and is not required to
8 order a compliance plan prior to taking other enforcement
9 action against an alternative retail gas supplier. Nothing in
10 this subsection (e) shall be interpreted to limit the authority
11 or right of the Attorney General.

12 (Source: P.A. 95-1051, eff. 4-10-09.)

13 (220 ILCS 5/19-130)

14 Sec. 19-130. Commission study and report. The Commission's
15 Office of Retail Market Development shall prepare an annual
16 report regarding the development of competitive retail natural
17 gas markets in Illinois. The Office shall monitor existing
18 competitive conditions in Illinois, identify barriers to
19 retail competition for all customer classes, and actively
20 explore and propose to the Commission and to the General
21 Assembly solutions to overcome identified barriers. Solutions
22 proposed by the Office to promote retail competition must also
23 promote safe, reliable, and affordable natural gas service.

24 On or before October 1 of each year, beginning in 2015, the
25 Director shall submit a report to the Commission, the General

1 Assembly, and the Governor, that includes, at a minimum, the
2 following information:

3 (1) an analysis of the status and development of the
4 retail natural gas market in the State of Illinois; and

5 (2) a discussion of any identified barriers to the
6 development of competitive retail natural gas markets in
7 Illinois and proposed solutions to overcome identified
8 barriers; and

9 (3) any other information the Office considers
10 significant in assessing the development of natural gas
11 markets in the State of Illinois.

12 Beginning in 2021, the report shall also include the
13 information submitted to the Commission pursuant to paragraph
14 (6) of subsection (b) of Section 19-115.

15 (Source: P.A. 97-223, eff. 1-1-12; 98-1121, eff. 8-26-14.)

16 (220 ILCS 5/19-135)

17 Sec. 19-135. Single billing.

18 (a) It is the intent of the General Assembly that in any
19 service area where customers are able to choose their natural
20 gas supplier, a single billing option shall be offered to
21 customers for both the services provided by the alternative gas
22 supplier and the delivery services provided by the gas utility.
23 A gas utility shall file a tariff pursuant to Article IX of
24 this Act that allows alternative gas suppliers to issue single
25 bills to residential and small commercial customers for both

1 the services provided by the alternative gas supplier and the
2 delivery services provided by the gas utility to customers;
3 provided that if a form of single billing is being offered in a
4 gas utility's service area on the effective date of this
5 amendatory Act of the 92nd General Assembly, that form of
6 single billing shall remain in effect unless and until
7 otherwise ordered by the Commission.

8 (b) Every alternative gas supplier that issues a single
9 bill for delivery and supply shall include on the single bill
10 issued to a residential customer the current utility gas supply
11 cost rate per therm that would apply to the customer for the
12 billing period if the customer obtained supply from the
13 utility, including all fixed or monthly supply charges and
14 other charges, credits, or rates that are part of the gas
15 supply price.

16 (c) Every gas utility that offers supply choice and
17 provides delivery and alternative gas supply service on a
18 single bill to its residential customers shall include on the
19 bill of each residential customer who purchases supply services
20 from an alternative gas supplier the current utility gas supply
21 cost rate per therm that would apply to the customer for the
22 billing period if the customer obtained supply from the
23 utility, including all fixed or monthly supply charges and
24 other charges, credits, or rates that are part of the gas
25 supply price.

26 (Source: P.A. 92-852, eff. 8-26-02.)

1 (220 ILCS 5/20-110)

2 Sec. 20-110. Office of Retail Market Development. Within 90
3 days after the effective date of this amendatory Act of the
4 94th General Assembly, subject to appropriation, the
5 Commission shall establish an Office of Retail Market
6 Development and employ on its staff a Director of Retail Market
7 Development to oversee the Office. The Director shall have
8 authority to employ or otherwise retain at least 2
9 professionals dedicated to the task of actively seeking out
10 ways to promote retail competition in Illinois to benefit all
11 Illinois consumers.

12 The Office shall actively seek input from all interested
13 parties and shall develop a thorough understanding and critical
14 analyses of the tools and techniques used to promote retail
15 competition in other states.

16 The Office shall monitor existing competitive conditions
17 in Illinois, identify barriers to retail competition for all
18 customer classes, and actively explore and propose to the
19 Commission and to the General Assembly solutions to overcome
20 identified barriers. The Director may include municipal
21 aggregation of customers and creating and designing customer
22 choice programs as tools for retail market development.
23 Solutions proposed by the Office to promote retail competition
24 must also promote safe, reliable, and affordable electric
25 service.

1 On or before July 31 ~~June 30~~ of each year, the Director
2 shall submit a report to the Commission, the General Assembly,
3 and the Governor, that details specific accomplishments
4 achieved by the Office in the prior 12 months in promoting
5 retail electric competition and that suggests administrative
6 and legislative action necessary to promote further
7 improvements in retail electric competition. On or before July
8 31, 2021 and each year thereafter, the report shall include the
9 information submitted to the Commission pursuant to paragraph
10 (iii) of subsection (a) of Section 16-115A.

11 (Source: P.A. 94-1095, eff. 2-2-07.)

12 Section 10. The Consumer Fraud and Deceptive Business
13 Practices Act is amended by changing Sections 2EE and 2DDD as
14 follows:

15 (815 ILCS 505/2EE)

16 Sec. 2EE. Alternative retail electric supplier ~~Electric~~
17 ~~service provider~~ selection.

18 (a) An alternative retail electric supplier ~~electric~~
19 ~~service provider~~ shall not submit or execute a change in a
20 consumer's ~~subscriber's~~ selection of a provider of electric
21 service unless and until:

22 (i) the alternative retail electric supplier ~~provider~~
23 first discloses all material terms and conditions of the
24 offer to the consumer ~~subscriber~~;

1 (ii) if the consumer is a small commercial retail
2 customer as that term is defined in subsection (c) of this
3 Section or a residential consumer, the alternative retail
4 electric supplier discloses the utility electric supply
5 price to compare, which shall be the sum of the electric
6 supply charge and the transmission services charge, and
7 shall not include the purchased electricity adjustment,
8 applicable at the time the offer is made to the consumer;

9 (iii) if the consumer is a small commercial retail
10 customer as that term is defined in subsection (c) of this
11 Section or a residential consumer, the alternative retail
12 electric provider discloses the following statement:

13 "(Name of the alternative retail electric
14 supplier) is not the same entity as your electric
15 delivery company. You are not required to enroll with
16 (name of alternative retail electric supplier). As of
17 (effective date), the electric supply price to compare
18 is currently (price in cents per kilowatt hour). The
19 electric utility electric supply price will expire on
20 (expiration date). The utility electric supply price
21 to compare does not include the purchased electricity
22 adjustment factor. For more information go to the
23 Illinois Commerce Commission's free website at
24 www.pluginillinois.org."

25 If applicable, the statement shall include the
26 following statement:

1 "The purchased electricity adjustment factor may
2 range between +.5 cents and -.5 cents per kilowatt
3 hour.";

4 (iv) the alternative retail electric supplier has
5 obtained the consumer's express agreement to accept the
6 offer after the disclosure of all material terms and
7 conditions of the offer; and

8 (v) the alternative retail electric supplier has
9 confirmed the request for a change in accordance with one
10 of the following procedures: ~~(ii) the provider has obtained~~
11 ~~the subscriber's express agreement to accept the offer~~
12 ~~after the disclosure of all material terms and conditions~~
13 ~~of the offer; and (iii) the provider has confirmed the~~
14 ~~request for a change in accordance with one of the~~
15 ~~following procedures:~~

16 (A) ~~(a)~~ The new alternative retail electric
17 supplier ~~electric service provider~~ has obtained the
18 consumer's ~~subscriber's~~ written or electronically
19 signed authorization in a form that meets the following
20 requirements:

21 (1) An alternative retail electric supplier
22 ~~electric service provider~~ shall obtain any
23 necessary written or electronically signed
24 authorization from a consumer ~~subscriber~~ for a
25 change in electric service by using a letter of
26 agency as specified in this Section. Any letter of

1 agency that does not conform with this Section is
2 invalid.

3 (2) The letter of agency shall be a separate
4 document (an easily separable document containing
5 only the authorization language described in
6 subparagraph (5) ~~(a)(5) of this Section~~) whose
7 sole purpose is to authorize an electric service
8 provider change. The letter of agency must be
9 signed and dated by the consumer ~~subscriber~~
10 requesting the electric service provider change.

11 (3) The letter of agency shall not be combined
12 with inducements of any kind on the same document.

13 (4) Notwithstanding subparagraphs (1) ~~(a)(1)~~
14 and (2) ~~(a)(2) of this Section~~, the letter of
15 agency may be combined with checks that contain
16 only the required letter of agency language
17 prescribed in subparagraph (5) ~~(a)(5) of this~~
18 ~~Section~~ and the necessary information to make the
19 check a negotiable instrument. The letter of
20 agency check shall not contain any promotional
21 language or material. The letter of agency check
22 shall contain in easily readable, bold-face type
23 on the face of the check, a notice that the
24 consumer is authorizing an electric service
25 provider change by signing the check. The letter of
26 agency language also shall be placed near the

1 signature line on the back of the check.

2 (5) At a minimum, the letter of agency must be
3 printed with a print of sufficient size to be
4 clearly legible, and must contain clear and
5 unambiguous language that confirms:

6 (i) The consumer's ~~subscriber's~~ billing
7 name and address;

8 (ii) The decision to change the electric
9 service provider from the current provider to
10 the prospective provider;

11 (iii) The terms, conditions, and nature of
12 the service to be provided to the consumer
13 ~~subscriber~~ must be clearly and conspicuously
14 disclosed, in writing, and an alternative
15 retail electric supplier ~~electric service~~
16 ~~provider~~ must directly establish the rates for
17 the service contracted for by the consumer
18 ~~subscriber~~; and

19 (iv) That the consumer ~~subscriber~~
20 understand that any alternative retail
21 electric supplier ~~electric service provider~~
22 selection the consumer ~~subscriber~~ chooses may
23 involve a charge to the consumer ~~subscriber~~ for
24 changing the consumer's ~~subscriber's~~ electric
25 service provider.

26 (6) Letters of agency shall not suggest or

1 require that a consumer ~~subscriber~~ take some
2 action in order to retain the consumer's
3 ~~subscriber's~~ current electric service provider.

4 (7) If any portion of a letter of agency is
5 translated into another language, then all
6 portions of the letter of agency must be translated
7 into that language.

8 (B) ~~(b)~~ An appropriately qualified independent
9 third party has obtained, in accordance with the
10 procedures set forth in this subsection (b), the
11 consumer's ~~subscriber's~~ oral authorization to change
12 electric suppliers that confirms and includes
13 appropriate verification data. The independent third
14 party (i) must not be owned, managed, controlled, or
15 directed by the supplier or the supplier's marketing
16 agent; (ii) must not have any financial incentive to
17 confirm supplier change requests for the supplier or
18 the supplier's marketing agent; and (iii) must operate
19 in a location physically separate from the supplier or
20 the supplier's marketing agent.

21 Automated third-party verification systems and
22 3-way conference calls may be used for verification
23 purposes so long as the other requirements of this
24 subsection (b) are satisfied.

25 A supplier or supplier's sales representative
26 initiating a 3-way conference call or a call through an

1 automated verification system must drop off the call
2 once the 3-way connection has been established.

3 All third-party verification methods shall elicit,
4 at a minimum, the following information: (i) the
5 identity of the consumer ~~subscriber~~; (ii) confirmation
6 that the person on the call is the account holder, has
7 been specifically and explicitly authorized by the
8 account holder, or possesses lawful authority
9 ~~authorized~~ to make the supplier change; (iii)
10 confirmation that the person on the call wants to make
11 the supplier change; (iv) the names of the suppliers
12 affected by the change; (v) the service address of the
13 supply to be switched; and (vi) the price of the
14 service to be supplied and the material terms and
15 conditions of the service being offered, including
16 whether any early termination fees apply. Third-party
17 verifiers may not market the supplier's services by
18 providing additional information, including
19 information regarding procedures to block or otherwise
20 freeze an account against further changes.

21 All third-party verifications shall be conducted
22 in the same language that was used in the underlying
23 sales transaction and shall be recorded in their
24 entirety. Submitting suppliers shall maintain and
25 preserve audio records of verification of subscriber
26 authorization for a minimum period of 2 years after

1 obtaining the verification. Automated systems must
2 provide consumers with an option to speak with a live
3 person at any time during the call. Each disclosure
4 made during the third-party verification must be made
5 individually to obtain clear acknowledgment of each
6 disclosure. The alternative retail electric supplier
7 must be in a location where he or she cannot hear the
8 customer while the third-party verification is
9 conducted. The alternative retail electric supplier
10 shall not contact the customer after the third-party
11 verification for a period of 24 hours unless the
12 customer initiates the contact.

13 (C) ~~(e)~~ When a consumer ~~subscriber~~ initiates the
14 call to the prospective alternative retail electric
15 supplier ~~electric supplier~~, in order to enroll the
16 consumer ~~subscriber~~ as a customer, the prospective
17 alternative retail electric supplier must, with the
18 consent of the customer, make a date-stamped,
19 time-stamped audio recording that elicits, at a
20 minimum, the following information:

- 21 (1) the identity of the customer ~~subscriber~~;
- 22 (2) confirmation that the person on the call is
23 authorized to make the supplier change;
- 24 (3) confirmation that the person on the call
25 wants to make the supplier change;
- 26 (4) the names of the suppliers affected by the

1 change;

2 (5) the service address of the supply to be
3 switched; and

4 (6) the price of the service to be supplied and
5 the material terms and conditions of the service
6 being offered, including whether any early
7 termination fees apply.

8 Submitting suppliers shall maintain and preserve
9 the audio records containing the information set forth
10 above for a minimum period of 2 years.

11 (b) (1) An alternative retail electric supplier shall
12 not utilize the name of a public utility in any manner that
13 is deceptive or misleading, including, but not limited to
14 implying or otherwise leading a consumer to believe that an
15 alternative retail electric supplier is soliciting on
16 behalf of or is an agent of a utility. An alternative
17 retail electric supplier shall not utilize the name, or any
18 other identifying insignia, graphics, or wording that has
19 been used at any time to represent a public utility company
20 or its services, to identify, label, or define any of its
21 electric power and energy service offers. An alternative
22 retail electric supplier may state the name of a public
23 electric utility in order to accurately describe the
24 electric utility service territories in which the supplier
25 is currently offering an electric power and energy service.
26 An alternative retail electric supplier that is the

1 affiliate of an Illinois public utility and that was doing
2 business in Illinois providing alternative retail electric
3 service on January 1, 2016 may continue to use that public
4 utility's name, logo, identifying insignia, graphics, or
5 wording in its business operations occurring outside the
6 service territory of the public utility with which it is
7 affiliated.

8 (2) An alternative retail electric supplier shall not
9 state or otherwise imply that the alternative retail
10 electric supplier is employed by, representing, endorsed
11 by, or acting on behalf of a utility or utility program, a
12 consumer group or consumer group program, or a governmental
13 body, unless the alternative retail electric supplier has
14 entered into a contractual arrangement with the
15 governmental body and has been authorized by the
16 governmental body to make the statements.

17 (c) An alternative retail electric supplier shall not
18 submit or execute a change in a consumer's selection of a
19 provider of electric service unless the alternative retail
20 electric supplier complies with the following requirements of
21 this subsection (c). It is a violation of this Section for an
22 alternative retail electric supplier to fail to comply with
23 this subsection (c). The requirements of this subsection (c)
24 shall only apply to residential and small commercial retail
25 customers. For purposes of this subsection (c) only, "small
26 commercial retail customer" has the meaning given to that term

1 in Section 16-102 of the Public Utilities Act.

2 (1) During a solicitation an alternative retail
3 electric supplier shall state that he or represents an
4 independent seller of electric power and energy service
5 certified by the Illinois Commerce Commission and that he
6 or she is not employed by, representing, endorsed by, or
7 acting on behalf of, a utility, or a utility program, a
8 consumer group or consumer group program, or a governmental
9 body, unless the alternative retail electric supplier has
10 entered into a contractual arrangement with the
11 governmental body and has been authorized with the
12 governmental body to make the statements.

13 (2) Alternative retail electric suppliers who engage
14 in in-person solicitation for the purpose of selling
15 electric power and energy service offered by the
16 alternative retail electric supplier shall display
17 identification on an outer garment. This identification
18 shall be visible at all times and prominently display the
19 following: (i) the alternative retail electric supplier
20 agent's full name in reasonable size font; (ii) an agent
21 identification number; (iii) a photograph of the
22 alternative retail electric supplier agent; and (iv) the
23 trade name and logo of the alternative retail electric
24 supplier the agent is representing. If the agent is selling
25 electric power and energy services from multiple
26 alternative retail electric suppliers to the consumer, the

1 identification shall display the trade name and logo of the
2 agent, broker, or consultant entity as that entity is
3 defined in Section 16-115C of the Public Utilities Act. An
4 alternative retail electric supplier shall leave the
5 premises at the consumer's, owner's, or occupant's
6 request. A copy of the Uniform Disclosure Statement
7 described in 83 Ill. Adm. Code 412.115 and 412.Appendix A
8 is to be left with the consumer, at the conclusion of the
9 visit unless the consumer refuses to accept a copy. An
10 alternative retail electric supplier may provide the
11 Uniform Disclosure Statement electronically instead of in
12 paper form to a consumer upon that customer's request. The
13 alternative retail electric supplier shall also offer to
14 the consumer, at the time of the initiation of the
15 solicitation, a business card or other material that lists
16 the agent's name, identification number and title, and the
17 alternative retail electric supplier's name and contact
18 information, including phone number. The alternative
19 retail electric supplier shall not conduct any in-person
20 solicitations of consumers at any building or premises
21 where any sign, notice, or declaration of any description
22 whatsoever is posted that prohibits sales, marketing, or
23 solicitations. The alternative retail electric supplier
24 shall obtain consent to enter multi-unit residential
25 dwelling. Consent obtained to enter a multi-unit dwelling
26 from one prospective customer or occupant of the dwelling

1 shall not constitute consent to market to any other
2 prospective consumers without separate consent.

3 (3) An alternative retail electric supplier who
4 contacts consumers by telephone for the purpose of selling
5 electric power and energy service shall provide the agent's
6 name and identification number. Any telemarketing
7 solicitations that lead to a telephone enrollment of a
8 consumer must be recorded and retained for a minimum of 2
9 years. All telemarketing calls of consumers that do not
10 lead to a telephone enrollment, but last at least 2
11 minutes, shall be recorded and retained for a minimum of 6
12 months.

13 (4) During an inbound enrollment call, an alternative
14 retail electric supplier shall state that he or she
15 represents an independent seller of electric power and
16 energy service certified by the Illinois Commerce
17 Commission. All inbound enrollment calls that lead to an
18 enrollment shall be recorded, and the recordings shall be
19 retained for a minimum of 2 years. An inbound enrollment
20 call that does not lead to an enrollment, but lasts at
21 least 2 minutes, shall be retained for a minimum of 6
22 months. The alternative retail electric supplier shall
23 send the Uniform Disclosure Statement and contract to the
24 customer within 3 business days after the electric
25 utility's confirmation to the alternative retail electric
26 supplier of an accepted enrollment.

1 (5) If a direct mail solicitation to a consumer
2 includes a written letter of agency, it shall include the
3 Uniform Disclosure Statement described in 83 Ill. Adm. Code
4 412.115 and 412.Appendix A. The Uniform Disclosure
5 Statement shall be provided on a separate page from the
6 other marketing materials included in the direct mail
7 solicitation. If a written letter of agency is being used
8 to authorize a consumer's enrollment, the written letter of
9 agency shall comply with this Section. A copy of the
10 contract must be sent to consumer within 3 business days
11 after the electric utility's confirmation to the
12 alternative retail electric supplier of an accepted
13 enrollment.

14 (6) Online Solicitation.

15 (A) Each alternative retail electric supplier
16 offering electric power and energy service to
17 consumers online shall clearly and conspicuously make
18 all disclosures for any services offered through
19 online enrollment before requiring the consumer to
20 enter any personal information other than zip code,
21 electric utility service territory, or type of service
22 sought.

23 (B) Notwithstanding any requirements in this
24 Section to the contrary, an alternative retail
25 electric supplier may secure consent from the consumer
26 to obtain customer-specific billing and usage

1 information for the sole purpose of determining and
2 pricing a product through a letter of agency or method
3 approved through an Illinois Commerce Commission
4 docket before making all disclosure for services
5 offered through online enrollment. It is a violation of
6 this Act for an alternative retail electric supplier to
7 use a consumer's utility account number to execute or
8 change a consumer's enrollment unless the consumer
9 expressly consents to that enrollment as required by
10 law.

11 (C) The enrollment website of the alternative
12 retail electric supplier shall, at a minimum, include:
13 (i) disclosure of all material terms and conditions of
14 the offer; (ii) a statement that electronic acceptance
15 of the terms and conditions is an agreement to initiate
16 service and begin enrollment; (iii) a statement that
17 the consumer shall review the contract or contact the
18 current supplier to learn if any early termination fees
19 are applicable; and (iv) an email address and toll-free
20 phone number of the alternative retail electric
21 supplier where the customer can express a decision to
22 rescind the contract.

23 (7) (A) Beginning January 1, 2020, an alternative
24 retail electric supplier shall not sell or offer to sell
25 any products or services to a consumer pursuant to a
26 contract in which the contract automatically renews,

1 unless an alternative retail electric supplier provides to
2 the consumer at the outset of the offer, in addition to
3 other disclosures required by law, a separate written
4 statement titled "Automatic Contract Renewal" that clearly
5 and conspicuously discloses in bold lettering in at least
6 12-point font the terms and conditions of the automatic
7 contract renewal provision, including: (i) the estimated
8 bill cycle on which the initial contract term expires and a
9 statement that it could be later based on when the utility
10 accepts the initial enrollment; (ii) the estimated bill
11 cycle on which the new contract term begins and a statement
12 that it will immediately follow the last billing cycle of
13 the current term; (iii) the procedure to terminate the
14 contract before the new contract term applies; and (iv) the
15 cancellation procedure. If the alternative retail electric
16 supplier sells or offers to sell the products or services
17 to a consumer during an in-person solicitation or
18 telemarketing solicitation, the disclosures described in
19 this subparagraph (A) shall also be made to the consumer
20 verbally during the solicitation. Nothing in this
21 subparagraph (A) shall be construed to apply to contracts
22 entered into before January 1, 2020.

23 (B) At least 30 days before, but not more than 60
24 days prior, to the end of the initial contract term, in
25 any and all contracts that automatically renew after
26 the initial term, the alternative retail electric

1 supplier shall send, in addition to other disclosures
2 required by law, a separate written notice of the
3 contract renewal to the consumer that clearly and
4 conspicuously discloses the following:

5 (i) a statement printed or visible from the
6 outside of the envelope or in the subject line of
7 the email, if the customer has agreed to receive
8 official documents by email, that states "Contract
9 Renewal Notice";

10 (ii) a statement in bold lettering, in at least
11 12-point font, that the contract will
12 automatically renew unless the customer cancels
13 it;

14 (iii) the billing cycle in which service under
15 the current term will expire;

16 (iv) the billing cycle in which service under
17 the new term will begin;

18 (v) the process and options available to the
19 consumer to reject the new contract terms;

20 (vi) the cancellation process if the
21 consumer's contract automatically renews before
22 the consumer rejects the new contract terms;

23 (vii) the terms and conditions of the new
24 contract term;

25 (viii) for a fixed rate contract, a
26 side-by-side comparison of the current price and

1 the new price; for a variable rate contract or
2 time-of-use product in which the first month's
3 renewal price can be determined, a side-by-side
4 comparison of the current price and the price for
5 the first month of the new variable or time-of-use
6 price; or for a variable or time-of-use contract
7 based on a publicly available index, a
8 side-by-side comparison of the current formula and
9 the new formula; and

10 (ix) the phone number and email address to
11 submit a consumer inquiry or complaint to the
12 Illinois Commerce Commission and the Office of the
13 Attorney General.

14 (C) An alternative retail electric supplier shall
15 not automatically renew a consumer's enrollment after
16 the current term of the contract expires when the
17 current term of the contract provides that the consumer
18 will be charged a fixed rate and the renewed contract
19 provides that the consumer will be charged a variable
20 rate, unless: (i) the alternative retail electric
21 supplier complies with subparagraphs (A) and (B); and
22 (ii) the customer expressly consents to the contract
23 renewal in writing or by electronic signature at least
24 30 days, but no more than 60 days, before the contract
25 expires.

26 (D) This paragraph (7) does not apply to customers

1 enrolled in a municipal aggregation program pursuant
2 to Section 1-92 of the Illinois Power Agency Act.

3 (8) All in-person and telephone solicitations shall be
4 conducted in, translated into, and provided in a language
5 in which the consumer subject to the marketing or
6 solicitation is able to understand and communicate. An
7 alternative retail electric supplier shall terminate a
8 solicitation if the consumer subject to the marketing or
9 communication is unable to understand and communicate in
10 the language in which the marketing or solicitation is
11 being conducted. An alternative retail electric supplier
12 shall comply with Section 2N of this Act.

13 (9) Beginning January 1, 2020, consumers shall have the
14 right to terminate their contract with the alternative
15 retail electric supplier at any time without any
16 termination fees or penalties.

17 (10) An alternative retail electric supplier shall not
18 submit a change to a customer's electric service provider
19 in violation of Section 16-115E of the Public Utilities
20 Act.

21 (c) ~~(d)~~ Complaints may be filed with the Illinois Commerce
22 Commission under this Section by a consumer ~~subscriber~~ whose
23 electric service has been provided by an alternative retail
24 electric supplier ~~electric service supplier~~ in a manner not in
25 compliance with this Section or by the Illinois Commerce
26 Commission on its own motion when it appears to the Commission

1 that an alternative retail electric supplier has provided
2 service in a manner not in compliance with this Section. If,
3 after notice and hearing, the Commission finds that an
4 alternative retail electric supplier ~~electric service provider~~
5 has violated this Section, the Commission may in its discretion
6 do any one or more of the following:

7 (1) Require the violating alternative retail electric
8 supplier ~~electric service provider~~ to refund to the
9 consumer ~~subscriber~~ charges collected in excess of those
10 that would have been charged by the consumer's ~~subscriber's~~
11 authorized electric service provider.

12 (2) Require the violating alternative retail electric
13 supplier ~~electric service provider~~ to pay to the consumer's
14 ~~subscriber's~~ authorized electric service provider ~~supplier~~
15 the amount the authorized electric service provider
16 ~~electric supplier~~ would have collected for the electric
17 service. The Commission is authorized to reduce this
18 payment by any amount already paid by the violating
19 alternative retail electric supplier ~~electric supplier~~ to
20 the consumer's ~~subscriber's~~ authorized provider for
21 electric service.

22 (3) Require the violating alternative retail electric
23 supplier ~~subscriber~~ to pay a fine of up to \$1,000 into the
24 Public Utility Fund for each repeated and intentional
25 violation of this Section.

26 (4) Issue a cease and desist order.

1 (5) For a pattern of violation of this Section or for
2 intentionally violating a cease and desist order, revoke
3 the violating alternative retail electric supplier's
4 ~~provider's~~ certificate of service authority.

5 (d) ~~(e)~~ For purposes of this Section:

6 "Electric, ~~"electric~~ service provider" shall have the
7 meaning given that phrase in Section 6.5 of the Attorney
8 General Act.

9 "Alternative retail electric supplier" has the meaning
10 given to that term in Section 16-102 of the Public Utilities
11 Act.

12 (Source: P.A. 95-700, eff. 11-9-07.)

13 (815 ILCS 505/2DDD)

14 Sec. 2DDD. Alternative gas suppliers.

15 (a) Definitions.

16 (1) "Alternative gas supplier" has the same meaning as
17 in Section 19-105 of the Public Utilities Act.

18 (2) "Gas utility" has the same meaning as in Section
19 19-105 of the Public Utilities Act.

20 (b) It is an unfair or deceptive act or practice within the
21 meaning of Section 2 of this Act for any person to violate any
22 provision of this Section.

23 (c) Solicitation.

24 (1) An alternative gas supplier shall not utilize the
25 name of a public utility in any manner that is deceptive or

1 misleading, including, but not limited to, implying or
2 otherwise leading a customer to believe that an alternative
3 gas supplier is soliciting on behalf of or is an agent of a
4 utility. An alternative gas supplier shall not utilize the
5 name, or any other identifying insignia, graphics, or
6 wording, that has been used at any time to represent a
7 public utility company or its services or to identify,
8 label, or define any of its natural gas supply offers and
9 shall not misrepresent the affiliation of any alternative
10 supplier with the gas utility, governmental bodies, or
11 consumer groups.

12 (2) If any sales solicitation, agreement, contract, or
13 verification is translated into another language and
14 provided to a customer, all of the documents must be
15 provided to the customer in that other language.

16 (2.3) An alternative gas supplier shall state that it
17 represents an independent seller of gas certified by the
18 Illinois Commerce Commission and that he or she is not
19 employed by, representing, endorsed by, or acting on behalf
20 of a utility, or a utility program.

21 (2.5) All in-person and telephone solicitations shall
22 be conducted in, translated into, and provided in a
23 language in which the consumer subject to the marketing or
24 solicitation is able to understand and communicate. An
25 alternative gas supplier shall terminate a solicitation if
26 the consumer subject to the marketing or communication is

1 unable to understand and communicate in the language in
2 which the marketing or solicitation is being conducted. An
3 alternative gas supplier shall comply with Section 2N of
4 this Act.

5 (3) An alternative gas supplier shall clearly and
6 conspicuously disclose the following information to all
7 customers:

8 (A) the prices, terms, and conditions of the
9 products and services being sold to the customer;

10 (B) where the solicitation occurs in person,
11 including through door-to-door solicitation, the
12 salesperson's name;

13 (C) the alternative gas supplier's contact
14 information, including the address, phone number, and
15 website;

16 (D) contact information for the Illinois Commerce
17 Commission, including the toll-free number for
18 consumer complaints and website;

19 (E) a statement of the customer's right to rescind
20 the offer within 10 business days of the date on the
21 utility's notice confirming the customer's decision to
22 switch suppliers, as well as phone numbers for the
23 supplier and utility that the consumer may use to
24 rescind the contract; ~~and~~

25 (F) the amount of the early termination fee, if
26 any; ~~and-~~

1 (G) the utility gas supply cost rates per therm
2 price available from the Illinois Commerce Commission
3 website applicable at the time the alternative gas
4 supplier is offering or selling the products or
5 services to the customer and shall disclose the
6 following statement:

7 "(Name of the alternative gas supplier) is not the
8 same entity as your gas delivery company. You are not
9 required to enroll with (name of alternative retail gas
10 supplier). Beginning on (effective date), the utility
11 gas supply cost rate per therm is (cost). The utility
12 gas supply cost will expire on (expiration date). For
13 more information go to the Illinois Commerce
14 Commission's free website at
15 www.icc.illinois.gov/ags/consumereducation.aspx."

16 (4) Except as provided in paragraph (5) of this
17 subsection (c), an alternative gas supplier shall send the
18 information described in paragraph (3) of this subsection
19 (c) to all customers within one business day of the
20 authorization of a switch.

21 (5) An alternative gas supplier engaging in
22 door-to-door solicitation of consumers shall provide the
23 information described in paragraph (3) of this subsection
24 (c) during all door-to-door solicitations that result in a
25 customer deciding to switch their supplier.

26 (d) Customer Authorization. An alternative gas supplier

1 shall not submit or execute a change in a customer's selection
2 of a natural gas provider unless and until (i) the alternative
3 gas supplier first discloses all material terms and conditions
4 of the offer to the customer; (ii) the alternative gas supplier
5 has obtained the customer's express agreement to accept the
6 offer after the disclosure of all material terms and conditions
7 of the offer; and (iii) the alternative gas supplier has
8 confirmed the request for a change in accordance with one of
9 the following procedures:

10 (1) The alternative gas supplier has obtained the
11 customer's written or electronically signed authorization
12 in a form that meets the following requirements:

13 (A) An alternative gas supplier shall obtain any
14 necessary written or electronically signed
15 authorization from a customer for a change in natural
16 gas service by using a letter of agency as specified in
17 this Section. Any letter of agency that does not
18 conform with this Section is invalid.

19 (B) The letter of agency shall be a separate
20 document (or an easily separable document containing
21 only the authorization language described in item (E)
22 of this paragraph (1)) whose sole purpose is to
23 authorize a natural gas provider change. The letter of
24 agency must be signed and dated by the customer
25 requesting the natural gas provider change.

26 (C) The letter of agency shall not be combined with

1 inducements of any kind on the same document.

2 (D) Notwithstanding items (A) and (B) of this
3 paragraph (1), the letter of agency may be combined
4 with checks that contain only the required letter of
5 agency language prescribed in item (E) of this
6 paragraph (1) and the necessary information to make the
7 check a negotiable instrument. The letter of agency
8 check shall not contain any promotional language or
9 material. The letter of agency check shall contain in
10 easily readable, bold face type on the face of the
11 check, a notice that the consumer is authorizing a
12 natural gas provider change by signing the check. The
13 letter of agency language also shall be placed near the
14 signature line on the back of the check.

15 (E) At a minimum, the letter of agency must be
16 printed with a print of sufficient size to be clearly
17 legible, and must contain clear and unambiguous
18 language that confirms:

19 (i) the customer's billing name and address;

20 (ii) the decision to change the natural gas
21 provider from the current provider to the
22 prospective alternative gas supplier;

23 (iii) the terms, conditions, and nature of the
24 service to be provided to the customer, including,
25 but not limited to, the rates for the service
26 contracted for by the customer; and

1 (iv) that the customer understands that any
2 natural gas provider selection the customer
3 chooses may involve a charge to the customer for
4 changing the customer's natural gas provider.

5 (F) Letters of agency shall not suggest or require
6 that a customer take some action in order to retain the
7 customer's current natural gas provider.

8 (G) If any portion of a letter of agency is
9 translated into another language, then all portions of
10 the letter of agency must be translated into that
11 language.

12 (2) An appropriately qualified independent third party
13 has obtained, in accordance with the procedures set forth
14 in this paragraph (2), the customer's oral authorization to
15 change natural gas providers that confirms and includes
16 appropriate verification data. The independent third party
17 must (i) not be owned, managed, controlled, or directed by
18 the alternative gas supplier or the alternative gas
19 supplier's marketing agent; (ii) not have any financial
20 incentive to confirm provider change requests for the
21 alternative gas supplier or the alternative gas supplier's
22 marketing agent; and (iii) operate in a location physically
23 separate from the alternative gas supplier or the
24 alternative gas supplier's marketing agent. Automated
25 third-party verification systems and 3-way conference
26 calls may be used for verification purposes so long as the

1 other requirements of this paragraph (2) are satisfied. A
2 alternative gas supplier or alternative gas supplier's
3 sales representative initiating a 3-way conference call or
4 a call through an automated verification system must drop
5 off the call once the 3-way connection has been
6 established. All third-party verification methods shall
7 elicit, at a minimum, the following information:

8 (A) the identity of the customer;

9 (B) confirmation that the person on the call is
10 authorized to make the provider change;

11 (C) confirmation that the person on the call wants
12 to make the provider change;

13 (D) the names of the providers affected by the
14 change;

15 (E) the service address of the service to be
16 switched; and

17 (F) the price of the service to be provided and the
18 material terms and conditions of the service being
19 offered, including whether any early termination fees
20 apply.

21 Third-party verifiers may not market the alternative
22 gas supplier's services. All third-party verifications
23 shall be conducted in the same language that was used in
24 the underlying sales transaction and shall be recorded in
25 their entirety. Submitting alternative gas suppliers shall
26 maintain and preserve audio records of verification of

1 customer authorization for a minimum period of 2 years
2 after obtaining the verification. Automated systems must
3 provide customers with an option to speak with a live
4 person at any time during the call. Each disclosure made
5 during the third-party verification must be made
6 individually to obtain clear acknowledgment of each
7 disclosure. The alternative gas supplier must be in a
8 location where he or she cannot hear the customer while the
9 third-party verification is conducted. The alternative gas
10 supplier shall not contact the customer after the
11 third-party verification for a period of 24 hours unless
12 the customer initiates the contact.

13 (3) The alternative gas supplier has obtained the
14 customer's electronic authorization to change natural gas
15 service via telephone. Such authorization must elicit the
16 information in paragraph (2)(A) through (F) of this
17 subsection (d). Alternative gas suppliers electing to
18 confirm sales electronically shall establish one or more
19 toll-free telephone numbers exclusively for that purpose.
20 Calls to the number or numbers shall connect a customer to
21 a voice response unit, or similar mechanism, that makes a
22 date-stamped, time-stamped recording of the required
23 information regarding the alternative gas supplier change.

24 The alternative gas supplier shall not use such
25 electronic authorization systems to market its services.

26 (4) When a consumer initiates the call to the

1 prospective alternative gas supplier, in order to enroll
2 the consumer as a customer, the prospective alternative gas
3 supplier must, with the consent of the customer, make a
4 date-stamped, time-stamped audio recording that elicits,
5 at a minimum, the following information:

6 (A) the identity of the customer;

7 (B) confirmation that the person on the call is
8 authorized to make the provider change;

9 (C) confirmation that the person on the call wants
10 to make the provider change;

11 (D) the names of the providers affected by the
12 change;

13 (E) the service address of the service to be
14 switched; and

15 (F) the price of the service to be supplied and the
16 material terms and conditions of the service being
17 offered, including whether any early termination fees
18 apply.

19 Submitting alternative gas suppliers shall maintain
20 and preserve the audio records containing the information
21 set forth above for a minimum period of 2 years.

22 (5) In the event that a customer enrolls for service
23 from an alternative gas supplier via an Internet website,
24 the alternative gas supplier shall obtain an
25 electronically signed letter of agency in accordance with
26 paragraph (1) of this subsection (d) and any customer

1 information shall be protected in accordance with all
2 applicable statutes and rules. In addition, an alternative
3 gas supplier shall provide the following when marketing via
4 an Internet website:

5 (A) The Internet enrollment website shall, at a
6 minimum, include:

7 (i) a copy of the alternative gas supplier's
8 customer contract, which clearly and conspicuously
9 discloses all terms and conditions; and

10 (ii) a conspicuous prompt for the customer to
11 print or save a copy of the contract.

12 (B) Any electronic version of the contract shall be
13 identified by version number, in order to ensure the
14 ability to verify the particular contract to which the
15 customer assents.

16 (C) Throughout the duration of the alternative gas
17 supplier's contract with a customer, the alternative
18 gas supplier shall retain and, within 3 business days
19 of the customer's request, provide to the customer an
20 e-mail, paper, or facsimile of the terms and conditions
21 of the numbered contract version to which the customer
22 assents.

23 (D) The alternative gas supplier shall provide a
24 mechanism by which both the submission and receipt of
25 the electronic letter of agency are recorded by time
26 and date.

1 (E) After the customer completes the electronic
2 letter of agency, the alternative gas supplier shall
3 disclose conspicuously through its website that the
4 customer has been enrolled and the alternative gas
5 supplier shall provide the customer an enrollment
6 confirmation number.

7 (6) When a customer is solicited in person by the
8 alternative gas supplier's sales agent, the alternative
9 gas supplier may only obtain the customer's authorization
10 to change natural gas service through the method provided
11 for in paragraph (2) of this subsection (d).

12 Alternative gas suppliers must be in compliance with the
13 provisions of this subsection (d) within 90 days after the
14 effective date of this amendatory Act of the 95th General
15 Assembly.

16 (e) Early Termination.

17 (1) Beginning January 1, 2020, consumers shall have the
18 right to terminate their contract with an alternative gas
19 supplier at any time without any termination fees or
20 penalties. ~~Any agreement that contains an early~~
21 ~~termination clause shall disclose the amount of the early~~
22 ~~termination fee, provided that any early termination fee or~~
23 ~~penalty shall not exceed \$50 total, regardless of whether~~
24 ~~or not the agreement is a multiyear agreement.~~

25 (2) In any agreement that contains an early termination
26 clause, an alternative gas supplier shall provide the

1 customer the opportunity to terminate the agreement
2 without any termination fee or penalty within 10 business
3 days after the date of the first bill issued to the
4 customer for products or services provided by the
5 alternative gas supplier. The agreement shall disclose the
6 opportunity and provide a toll-free phone number that the
7 customer may call in order to terminate the agreement.

8 (f) The alternative gas supplier shall provide each
9 customer the opportunity to rescind its agreement without
10 penalty within 10 business days after the date on the gas
11 utility notice to the customer. The alternative gas supplier
12 shall disclose to the customer all of the following:

13 (1) that the gas utility shall send a notice confirming
14 the switch;

15 (2) that from the date the utility issues the notice
16 confirming the switch, the customer shall have 10 business
17 days before the switch will become effective;

18 (3) that the customer may contact the gas utility or
19 the alternative gas supplier to rescind the switch within
20 10 business days; and

21 (4) the contact information for the gas utility and the
22 alternative gas supplier.

23 The alternative gas supplier disclosure shall be included
24 in its sales solicitations, contracts, and all applicable sales
25 verification scripts.

26 (f-5) (1) Beginning January 1, 2020, an alternative gas

1 supplier shall not sell or offer to sell any products or
2 services to a consumer pursuant to a contract in which the
3 contract automatically renews, unless an alternative gas
4 supplier provides to the consumer at the outset of the
5 offer, in addition to other disclosures required by law, a
6 separate written statement titled "Automatic Contract
7 Renewal" that clearly and conspicuously discloses in bold
8 lettering in at least 12-point font the terms and
9 conditions of the automatic contract renewal provision,
10 including: (i) the estimated bill cycle on which the
11 initial contract term expires and a statement that it could
12 be later based on when the utility accepts the initial
13 enrollment; (ii) the estimated bill cycle on which the new
14 contract term begins and a statement that it will
15 immediately follow the last billing cycle of the current
16 term; (iii) the procedure to terminate the contract before
17 the new contract term applies; and (iv) the cancellation
18 procedure. If the alternative gas supplier sells or offers
19 to sell the products or services to a consumer during an
20 in-person solicitation or telemarketing solicitation, the
21 disclosures described in this paragraph (1) shall also be
22 made to the consumer verbally during the solicitation.
23 Nothing in this paragraph (1) shall be construed to apply
24 to contracts entered into before January 1, 2020.

25 (2) At least 30 days before, but not more than 60 days
26 prior, to the end of the initial contract term, in any and

1 all contracts that automatically renew after the initial
2 term, the alternative gas supplier shall send, in addition
3 to other disclosures required by law, a separate written
4 notice of the contract renewal to the consumer that clearly
5 and conspicuously discloses the following:

6 (A) a statement printed or visible from the outside
7 of the envelope or in the subject line of the email, if
8 the customer has agreed to receive official documents
9 by email, that states "Contract Renewal Notice";

10 (B) a statement in bold lettering, in at least
11 12-point font, that the contract will automatically
12 renew unless the customer cancels it;

13 (C) the billing cycle in which service under the
14 current term will expire;

15 (D) the billing cycle in which service under the
16 new term will begin;

17 (E) the process and options available to the
18 consumer to reject the new contract terms;

19 (F) the cancellation process if the consumer's
20 contract automatically renews before the consumer
21 rejects the new contract terms;

22 (G) the terms and conditions of the new contract
23 term;

24 (H) for a fixed rate or flat bill contract, a
25 side-by-side comparison of the current fixed rate or
26 flat bill to the new fixed rate or flat bill; for a

1 variable rate contract or time-of-use product in which
2 the first month's renewal price can be determined, a
3 side-by-side comparison of the current price and the
4 price for the first month of the new variable or
5 time-of-use price; or for a variable or time-of-use
6 contract based on a publicly available index, a
7 side-by-side comparison of the current formula and the
8 new formula; and

9 (I) the phone number and email address to submit a
10 consumer inquiry or complaint to the Illinois Commerce
11 Commission and the Office of the Attorney General.

12 (3) An alternative gas supplier shall not
13 automatically renew a consumer's enrollment after the
14 current term of the contract expires when the current term
15 of the contract provides that the consumer will be charged
16 a fixed rate and the renewed contract provides that the
17 consumer will be charged a variable rate, unless: (i) the
18 alternative gas supplier complies with paragraphs (1) and
19 (2); and (ii) the customer expressly consents to the
20 contract renewal in writing or by electronic signature at
21 least 30 days, but no more than 60 days, before the
22 contract expires.

23 (4) An alternative gas supplier shall not submit a
24 change to a customer's gas service provider in violation of
25 Section 19-116 of the Public Utilities Act.

26 (g) The provisions of this Section shall apply only to

1 alternative gas suppliers serving or seeking to serve
2 residential and small commercial customers and only to the
3 extent such alternative gas suppliers provide services to
4 residential and small commercial customers.

5 (Source: P.A. 97-333, eff. 8-12-11.)

6 Section 99. Effective date. This Act takes effect upon
7 becoming law."