



Rep. Gregory Harris

Filed: 5/24/2018

10000SB1531ham004

LRB100 05772 AMC 40760 a

1 AMENDMENT TO SENATE BILL 1531

2 AMENDMENT NO. _____. Amend Senate Bill 1531 by replacing
3 everything after the enacting clause with the following:

4 "Section 5. The Public Utilities Act is amended by changing
5 Sections 16-115A, 16-118, 19-115, 19-130, 19-135, and 20-110
6 and by adding Sections 16-115E and 19-116 as follows:

7 (220 ILCS 5/16-115A)

8 Sec. 16-115A. Obligations of alternative retail electric
9 suppliers.

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

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

16 (ii) shall continue to comply with the requirements for

1 certification stated in subsection (d) of Section 16-115;~~i~~

2 (iii) on January 1, 2019, and every first day of each
3 quarter thereafter, shall submit to the Commission and the
4 Office of the Attorney General the rates the retail
5 electric supplier charged to residential customers in the
6 prior quarter, including each distinct rate charged and
7 whether the rate was a fixed or variable rate, the basis
8 for the variable rate, and any fees charged in addition to
9 the supply rate, including monthly fees, flat fees, or
10 other service charges;

11 (iv) shall make publicly available on its website,
12 without the need for a customer login, rate information for
13 all of its variable, time-of-use, and fixed rate contracts
14 currently available to residential customers, including,
15 but not limited to, fixed monthly charges, early
16 termination charges, and kilowatt-hour charges;

17 (v) no less than 30 days but no more than 60 days
18 before a residential customer's price per kilowatt hour or
19 other charge changes, shall send a separate written notice
20 by United States Mail or electronic mail, as specified by
21 the residential customer, addressed to the residential
22 customer informing the residential customer of the
23 upcoming change in price or other charge; the changed price
24 per kilowatt hour or other charge shall be included in the
25 notice and shall not require the residential customer to
26 visit or log on to a website to obtain the change in price

1 or other charge; the telephone number and email address to
2 contact the supplier shall be included in the notice; and

3 (vi) shall not automatically renew a contract with a
4 residential customer at a rate higher than the initial term
5 of the contract or automatically change or renew a fixed
6 rate contract to a variable rate contract. A residential
7 customer may agree to a contract renewal at a rate higher
8 than the initial term of the contract if the notice
9 requirements in paragraph (v) have been met and the
10 residential customer expressly consents to the contract
11 renewal in writing or by an electronic signature. A
12 residential customer may void a variable rate contract
13 unless the residential customer received a disclosure
14 showing the prior 12 months of charges under the variable
15 rate contract and the disclosures required by paragraph (i)
16 of subsection (e) before expressly consenting to the
17 contract renewal.

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

23 (c) No alternative retail electric supplier, or electric
24 utility other than the electric utility in whose service area a
25 customer is located, shall (i) enter into or employ any
26 arrangements which have the effect of preventing a retail

1 customer with a maximum electrical demand of less than one
2 megawatt from having access to the services of the electric
3 utility in whose service area the customer is located or (ii)
4 charge retail customers for such access. This subsection shall
5 not be construed to prevent an arms-length agreement between a
6 supplier and a retail customer that sets a term of service,
7 notice period for terminating service and provisions governing
8 early termination through a tariff or contract as allowed by
9 Section 16-119.

10 (d) An alternative retail electric supplier that is
11 certified to serve residential or small commercial retail
12 customers shall not:

13 (1) deny service to a customer or group of customers
14 nor establish any differences as to prices, terms,
15 conditions, services, products, facilities, or in any
16 other respect, whereby such denial or differences are based
17 upon race, gender or income, except as provided in Section
18 16-115E.

19 (2) deny service to a customer or group of customers
20 based on locality nor establish any unreasonable
21 difference as to prices, terms, conditions, services,
22 products, or facilities as between localities.

23 (e) An alternative retail electric supplier shall comply
24 with the following requirements with respect to the marketing,
25 offering and provision of products or services to residential
26 and small commercial retail customers:

1 (i) All ~~Any~~ marketing materials, including electronic
2 marketing materials, in-person solicitations, and
3 telephone solicitations, which make statements concerning
4 prices, terms and conditions of service shall contain
5 information that adequately discloses the prices, terms
6 and conditions of the products or services that the
7 alternative retail electric supplier is offering or
8 selling to the customer and shall contain the Historical
9 Prices to Compare from the immediately preceding 12 months
10 as displayed on the Plug-In Illinois website maintained by
11 the Illinois Commerce Commission. The disclosure may group
12 months during which the price to compare was unchanged and
13 may include more than 12 months if the immediately
14 preceding 12 months are included. All marketing materials,
15 including, but not limited to, electronic marketing
16 materials, in-person solicitations, and telephone
17 solicitations, shall include the following statement:
18 "(Name of alternative retail electric supplier) is not the
19 same entity as your electric utility delivery company. You
20 are not required to enroll with (name of alternative retail
21 electric supplier). For information on comparison rates
22 for utility electric supply service and understanding your
23 electric supply choices, go to the Illinois Commerce
24 Commission's free website at www.pluginillinois.org."
25 This paragraph (i) does not apply to goodwill or
26 institutional advertising.

1 (ii) Before any customer is switched from another
2 supplier, the alternative retail electric supplier shall
3 give the customer written information that adequately
4 discloses, in plain language, the prices, terms and
5 conditions of the products and services being offered and
6 sold to the customer.

7 (iii) An alternative retail electric supplier shall
8 provide documentation to the Commission and to customers
9 that substantiates any claims made by the alternative
10 retail electric supplier regarding the technologies and
11 fuel types used to generate the electricity offered or sold
12 to customers.

13 (iv) The alternative retail electric supplier shall
14 provide to the customer (1) itemized billing statements
15 that describe the products and services provided to the
16 customer and their prices, and (2) an additional statement,
17 at least annually, that adequately discloses the average
18 monthly prices, and the terms and conditions, of the
19 products and services sold to the customer.

20 (f) An alternative retail electric supplier may limit the
21 overall size or availability of a service offering by
22 specifying one or more of the following: a maximum number of
23 customers, maximum amount of electric load to be served, time
24 period during which the offering will be available, or other
25 comparable limitation, but not including the geographic
26 locations of customers within the area which the alternative

1 retail electric supplier is certificated to serve. The
2 alternative retail electric supplier shall file the terms and
3 conditions of such service offering including the applicable
4 limitations with the Commission prior to making the service
5 offering available to customers.

6 (g) Nothing in this Section shall be construed as
7 preventing an alternative retail electric supplier, which is an
8 affiliate of, or which contracts with, (i) an industry or trade
9 organization or association, (ii) a membership organization or
10 association that exists for a purpose other than the purchase
11 of electricity, or (iii) another organization that meets
12 criteria established in a rule adopted by the Commission, from
13 offering through the organization or association services at
14 prices, terms and conditions that are available solely to the
15 members of the organization or association.

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

17 (220 ILCS 5/16-115E new)

18 Sec. 16-115E. Alternative retail electric supplier;
19 utility assistance recipient.

20 (a) Beginning 90 days after the effective date of this
21 amendatory Act of the 100th General Assembly, no customer who
22 has received financial assistance within the preceding 12
23 months from the Low Income Home Energy Assistance Program or
24 the Percentage of Income Payment Plan shall be switched to an
25 alternative retail electric supplier, unless: (1) the customer

1 is switched pursuant to a government aggregation program
2 adopted in accordance with Section 1-92 of the Illinois Power
3 Agency Act if the government aggregation program does not
4 charge a supply charge that exceeds the public utility supply
5 price, which is determined by comparing the total supply charge
6 from the government aggregation program with the total supply
7 charge that would apply to the customer for the billing period
8 if the customer obtained supply from the utility; or (2) the
9 customer is switched to a Commission-approved savings
10 guarantee plan as described in subsection (b).

11 (b) Beginning January 1, 2020, an alternative retail
12 electric supplier may apply to the Commission to offer a
13 savings guarantee plan to recipients of Low Income Home Energy
14 Assistance Program funding or Percentage of Income Payment Plan
15 funding. The Commission shall initiate a public, docketed
16 proceeding to consider whether or not to approve an alternative
17 retail electric supplier's application to offer a savings
18 guarantee plan. At a minimum, the savings guarantee plan shall
19 charge customers for electric supply an amount that is less
20 than the amount the public utility charges for electric supply.
21 The Commission shall adopt rules to implement this subsection.

22 (c) An agreement entered into between an alternative retail
23 electric supplier and a customer in violation of this Section
24 is void and unenforceable. If an alternative retail electric
25 supplier attempts to enroll a customer in violation of this
26 Section, the electric utility shall deny the supplier switch

1 and inform the alternative retail electric supplier of the
2 reason.

3 (220 ILCS 5/16-118)

4 Sec. 16-118. Services provided by electric utilities to
5 alternative retail electric suppliers.

6 (a) It is in the best interest of Illinois energy consumers
7 to promote fair and open competition in the provision of
8 electric power and energy and to prevent anticompetitive
9 practices in the provision of electric power and energy.

10 Therefore, to the extent an electric utility provides electric
11 power and energy or delivery services to alternative retail
12 electric suppliers and such services are not subject to the
13 jurisdiction of the Federal Energy Regulatory Commission, and
14 are not competitive services, they shall be provided through
15 tariffs that are filed with the Commission, pursuant to Article
16 IX of this Act. Each electric utility shall permit alternative
17 retail electric suppliers to interconnect facilities to those
18 owned by the utility provided they meet established standards
19 for such interconnection, and may provide standby or other
20 services to alternative retail electric suppliers. The
21 alternative retail electric supplier shall sign a contract
22 setting forth the prices, terms and conditions for
23 interconnection with the electric utility and the prices, terms
24 and conditions for services provided by the electric utility to
25 the alternative retail electric supplier in connection with the

1 delivery by the electric utility of electric power and energy
2 supplied by the alternative retail electric supplier.

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

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

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

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

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

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

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

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

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

14 (f) Every electric utility that provides delivery-only and
15 supply service to consumers shall include on each bill to
16 residential retail customers the electric utility's total
17 supply charge that would apply to the customer for the billing
18 period if the customer obtained supply from the utility. This
19 disclosure shall be made on the bill of each residential retail
20 customer who purchases supply services from an alternative
21 retail electric supplier and on the bill of each residential
22 retail customer who purchases electric supply from the utility.

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

24 (220 ILCS 5/19-115)

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

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

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

7 (1) 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 gas supplier;

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

14 (3) shall comply with complaint procedures established
15 by the Commission;

16 (4) except as provided in subsection (h) of this
17 Section, shall file with the Chief Clerk of the Commission,
18 within 20 business days after the effective date of this
19 amendatory Act of the 95th General Assembly, a copy of bill
20 formats, standard customer contract and customer complaint
21 and resolution procedures, and the name and telephone
22 number of the company representative whom Commission
23 employees may contact to resolve customer complaints and
24 other matters. In the case of a gas supplier that engages
25 in door-to-door solicitation, the company shall file with
26 the Commission the consumer information disclosure

1 required by item (3) of subsection (c) of Section 2DDD of
2 the Consumer Fraud and Deceptive Business Practices Act and
3 shall file updated information within 10 business days
4 after changes in any of the documents or information
5 required to be filed by this item (4); ~~and~~

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

26 (A) total number of calls received;

- 1 (B) number of calls answered;
2 (C) average answer time;
3 (D) number of abandoned calls; and
4 (E) abandon call rate;~~;~~

5 (6) on January 1, 2019, and every first day of each
6 quarter thereafter, shall submit to the Commission and the
7 Office of the Attorney General the rates the retail gas
8 supplier charged to residential customers in the prior
9 quarter, including each distinct rate charged and whether
10 the rate was a fixed or variable rate, the basis for the
11 variable rate, and any fees charged in addition to the
12 supply rate, including monthly fees, flat fees, or other
13 service charges;

14 (7) shall make publicly available on its website,
15 without the need for a customer login, rate information for
16 all of its variable, time-of-use, and fixed rate contracts
17 currently available to residential customers, including,
18 but not limited to, fixed monthly charges, early
19 termination charges, and per therm charges;

20 (8) no less than 30 days but no more than 60 days
21 before a residential customer's price per therm or other
22 charge changes, shall send a separate written notice by
23 United States Mail or electronic mail, as specified by the
24 residential customer, addressed to the residential
25 customer informing the residential customer of the
26 upcoming change in price or other charge; the changed price

1 per term or other charge shall be included in the notice
2 and shall not require the residential customer to visit or
3 log on to a website to obtain the change in price or other
4 charge; the telephone number and email address to contact
5 the supplier shall be included in the notice; and

6 (9) shall not automatically renew a contract with a
7 residential customer at a rate higher than the initial term
8 of the contract or automatically change or renew a fixed
9 rate contract to a variable rate contract. A residential
10 customer may agree to a contract renewal at a rate higher
11 than the initial term of the contract if the notice
12 requirements in paragraph (8) have been met and the
13 residential customer expressly consents to the contract
14 renewal in writing or by an electronic signature. A
15 residential customer may void a variable rate contract
16 unless the residential customer received a disclosure
17 showing the prior 12 months of charges under the variable
18 rate contract and the disclosures required by paragraph (1)
19 of subsection (g) before expressly consenting to the
20 contract renewal.

21 Alternative gas suppliers that do not have electronic
22 answering capability that meets these requirements shall
23 notify the Manager of the Commission's Consumer Services
24 Division or its successor within 30 days following the
25 effective date of this amendatory Act of the 95th General
26 Assembly and work with Staff to develop individualized

1 reporting requirements as to the call volume and responsiveness
2 of the call center.

3 On or before March 1 of every year, each entity shall file
4 a report with the Chief Clerk of the Commission for the
5 preceding calendar year on its answer time and abandon call
6 rate for its call center. A copy of the report shall be sent to
7 the Manager of the Consumer Services Division or its successor.

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

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

21 (A) An alternative gas supplier shall obtain any
22 necessary written or electronically signed
23 authorization from a customer for a change in natural
24 gas service by using a letter of agency as specified in
25 this Section. Any letter of agency that does not
26 conform with this Section is invalid.

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

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

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

23 (E) At a minimum, the letter of agency must be
24 printed with a print of sufficient size to be clearly
25 legible and must contain clear and unambiguous
26 language that confirms:

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

2 (ii) the decision to change the natural gas
3 provider from the current provider to the
4 prospective alternative gas supplier;

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

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

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

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

20 (2) An appropriately qualified independent third party
21 has obtained, in accordance with the procedures set forth
22 in this paragraph (2), the customer's oral authorization to
23 change natural gas providers that confirms and includes
24 appropriate verification data. The independent third party
25 must (i) not be owned, managed, controlled, or directed by
26 the alternative gas supplier or the alternative gas

1 supplier's marketing agent; (ii) not have any financial
2 incentive to confirm provider change requests for the
3 alternative gas supplier or the alternative gas supplier's
4 marketing agent; and (iii) operate in a location physically
5 separate from the alternative gas supplier or the
6 alternative gas supplier's marketing agent. Automated
7 third-party verification systems and 3-way conference
8 calls may be used for verification purposes so long as the
9 other requirements of this paragraph (2) are satisfied. An
10 alternative gas supplier or alternative gas supplier's
11 sales representative initiating a 3-way conference call or
12 a call through an automated verification system must drop
13 off the call once the 3-way connection has been
14 established. All third-party verification methods shall
15 elicit, 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 provided and the
26 material terms and conditions of the service being

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

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

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

1 numbers shall connect a customer to a voice response unit,
2 or similar mechanism, that makes a date-stamped,
3 time-stamped recording of the required information
4 regarding the alternative gas supplier change.

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

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

13 (A) the identity of the customer;

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

16 (C) confirmation that the person on the call wants
17 to make the provider change;

18 (D) the names of the providers affected by the
19 change;

20 (E) the service address of the service to be
21 switched; and

22 (F) the price of the service to be supplied and the
23 material terms and conditions of the service being
24 offered, including whether any early termination fees
25 apply.

26 Submitting alternative gas suppliers shall maintain

1 and preserve the audio records containing the information
2 set forth above for a minimum period of 2 years.

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

12 (A) The Internet enrollment website shall, at a
13 minimum, include:

14 (i) a copy of the alternative gas supplier's
15 customer contract that clearly and conspicuously
16 discloses all terms and conditions; and

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

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

23 (C) Throughout the duration of the alternative gas
24 supplier's contract with a customer, the alternative
25 gas supplier shall retain and, within 3 business days
26 of the customer's request, provide to the customer an

1 e-mail, paper, or facsimile of the terms and conditions
2 of the numbered contract version to which the customer
3 assents.

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

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

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

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

22 (d) Complaints may be filed with the Commission under this
23 Section by a customer whose natural gas service has been
24 provided by an alternative gas supplier in a manner not in
25 compliance with subsection (c) of this Section. If, after
26 notice and hearing, the Commission finds that an alternative

1 gas supplier has violated subsection (c), then the Commission
2 may in its discretion do any one or more of the following:

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

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

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

17 (4) Issue a cease and desist order.

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

22 (e) No alternative gas supplier shall:

23 (1) enter into or employ any arrangements which have
24 the effect of preventing any customer from having access to
25 the services of the gas utility in whose service area the
26 customer is located;

1 (2) charge customers for such access;

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

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

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

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

22 (2) deny service based on locality, nor establish any
23 unreasonable difference as to prices, terms, conditions,
24 services, products, or facilities as between localities;

25 (3) include in any agreement a provision that obligates
26 a customer to the terms of the agreement if the customer

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

9 (4) assign the agreement to any alternative natural gas
10 supplier, unless:

11 (A) the supplier is an alternative gas supplier
12 certified by the Commission;

13 (B) the rates, terms, and conditions of the
14 agreement being assigned do not change during the
15 remainder of the time covered by the agreement;

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

19 (D) the supplier assigning the contract provides
20 contact information that a customer can use to resolve
21 a dispute.

22 (g) An alternative gas supplier shall comply with the
23 following requirements with respect to the marketing,
24 offering, and provision of products or services:

25 (1) All ~~Any~~ marketing materials, including electronic
26 marketing materials, in-person solicitations, and

1 telephone solicitations, which make statements concerning
2 prices, terms, and conditions of service shall contain
3 information that adequately discloses the prices, terms
4 and conditions of the products or services and shall
5 contain the immediately preceding 12 months' current
6 utility gas supply charge as displayed on the Natural Gas
7 Choice website maintained by the Illinois Commerce
8 Commission and the suppliers' charges for the same 12-month
9 period for the contract rate offered to the customer. The
10 disclosure may group months during which the price to
11 compare was unchanged and may include more than 12 months
12 if the immediately preceding 12 months are included. All
13 marketing materials, including, but not limited to,
14 electronic marketing materials, in-person solicitations,
15 and telephone solicitations, that include a price per
16 kilowatt hour for competitive electricity service shall
17 include the following statement: "(Name of alternative gas
18 supplier) is not the same entity as your gas utility
19 delivery company. You are not required to enroll with (name
20 of alternative gas supplier). For information on
21 comparison rates for gas electric supply service and
22 understanding your gas supply choices, go to the Illinois
23 Commerce Commission's free website at
24 www.icc.illinois.gov/ags/consumereducation.aspx." This
25 paragraph (1) does not apply to goodwill or institutional
26 marketing.

1 (2) Before any customer is switched from another
2 supplier, the alternative gas supplier shall give the
3 customer written information that clearly and
4 conspicuously discloses, in plain language, the prices,
5 terms, and conditions of the products and services being
6 offered and sold to the customer. Nothing in this paragraph
7 (2) may be read to relieve an alternative gas supplier from
8 the duties imposed on it by item (3) of subsection (c) of
9 Section 2DDD of the Consumer Fraud and Deceptive Business
10 Practices Act.

11 (3) The alternative gas supplier shall provide to the
12 customer:

13 (A) accurate, timely, and itemized billing
14 statements that describe the products and services
15 provided to the customer and their prices and that
16 specify the gas consumption amount and any service
17 charges and taxes; provided that this item (g) (3) (A)
18 does not apply to small commercial customers;

19 (B) billing statements that clearly and
20 conspicuously discloses the name and contact
21 information for the alternative gas supplier;

22 (C) an additional statement, at least annually,
23 that adequately discloses the average monthly prices,
24 and the terms and conditions, of the products and
25 services sold to the customer; provided that this item
26 (g) (3) (C) does not apply to small commercial

1 customers;

2 (D) refunds of any deposits with interest within 30
3 days after the date that the customer changes gas
4 suppliers or discontinues service if the customer has
5 satisfied all of his or her outstanding financial
6 obligations to the alternative gas supplier at an
7 interest rate set by the Commission which shall be the
8 same as that required of gas utilities; and

9 (E) refunds, in a timely fashion, of all undisputed
10 overpayments upon the oral or written request of the
11 customer.

12 (4) An alternative gas supplier and its sales agents
13 shall refrain from any direct marketing or soliciting to
14 consumers on the gas utility's "Do Not Contact List", which
15 the alternative gas supplier shall obtain on the 15th
16 calendar day of the month from the gas utility in whose
17 service area the consumer is provided with gas service. If
18 the 15th calendar day is a non-business day, then the
19 alternative gas supplier shall obtain the list on the next
20 business day following the 15th calendar day of that month.

21 (5) Early Termination.

22 (A) Any agreement that contains an early
23 termination clause shall disclose the amount of the
24 early termination fee, provided that any early
25 termination fee or penalty shall not exceed \$50 total,
26 regardless of whether or not the agreement is a

1 multiyear agreement.

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

12 (6) Within 2 business days after electronic receipt of
13 a customer switch from the alternative gas supplier and
14 confirmation of eligibility, the gas utility shall provide
15 the customer written notice confirming the switch. The gas
16 utility shall not switch the service until 10 business days
17 after the date on the notice to the customer.

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

23 (A) that the gas utility shall send a notice
24 confirming the switch;

25 (B) that from the date the utility issues the
26 notice confirming the switch, the customer shall have

1 10 business days to rescind the switch without penalty;

2 (C) that the customer shall contact the gas utility
3 or the alternative gas supplier to rescind the switch;
4 and

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

6 The alternative gas supplier disclosure shall be
7 included in its sales solicitations, contracts, and all
8 applicable sales verification scripts.

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

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

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

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

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

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

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

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

8 (220 ILCS 5/19-116 new)

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

11 (a) Beginning 90 days after the effective date of this
12 amendatory Act of the 100th General Assembly, no customer who
13 has received financial assistance within the preceding 12
14 months from the Low Income Home Energy Assistance Program or
15 the Percentage of Income Payment Plan shall be switched to an
16 alternative gas supplier unless the customer is switched to a
17 Commission-approved savings guarantee plan as described in
18 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 gas supply an amount that is less than the amount the public
3 utility charges for gas supply. The Commission shall adopt
4 rules to implement this subsection.

5 (c) An agreement entered into between an alternative gas
6 supplier and a customer in violation of this Section is void
7 and unenforceable. If an alternative gas supplier attempts to
8 enroll a customer in violation of this Section, the gas utility
9 shall deny the supplier switch and inform the alternative gas
10 supplier of the reason.

11 (220 ILCS 5/19-130)

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

22 On or before October 1 of each year, beginning in 2015, the
23 Director shall submit a report to the Commission, the General
24 Assembly, and the Governor, that includes, at a minimum, the
25 following information:

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

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

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

10 Beginning in 2020, the report shall include the information
11 submitted to the Commission pursuant to paragraph (6) of
12 subsection (b) of Section 19-115.

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

14 (220 ILCS 5/19-135)

15 Sec. 19-135. Single billing.

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

1 provided that if a form of single billing is being offered in a
2 gas utility's service area on the effective date of this
3 amendatory Act of the 92nd General Assembly, that form of
4 single billing shall remain in effect unless and until
5 otherwise ordered by the Commission. The gas utility shall
6 include its current supply rate on the single bills issued to
7 residential customers.

8 (b) Every gas utility that provides delivery-only and
9 supply service to consumers shall include on each bill to each
10 residential retail customer the gas utility's total supply
11 charge for the billing period, including all fixed or monthly
12 supply charges and other charges, credits, or rates that are
13 part of the gas supply price. This disclosure shall be made on
14 the bill of each residential retail customer who purchases
15 supply services from an alternative gas supplier and on the
16 bill of each residential retail customer who purchases gas
17 supply from the utility.

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

19 (220 ILCS 5/20-110)

20 Sec. 20-110. Office of Retail Market Development. Within 90
21 days after the effective date of this amendatory Act of the
22 94th General Assembly, subject to appropriation, the
23 Commission shall establish an Office of Retail Market
24 Development and employ on its staff a Director of Retail Market
25 Development to oversee the Office. The Director shall have

1 authority to employ or otherwise retain at least 2
2 professionals dedicated to the task of actively seeking out
3 ways to promote retail competition in Illinois to benefit all
4 Illinois consumers.

5 The Office shall actively seek input from all interested
6 parties and shall develop a thorough understanding and critical
7 analyses of the tools and techniques used to promote retail
8 competition in other states.

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

19 On or before June 30 of each year, the Director shall
20 submit a report to the Commission, the General Assembly, and
21 the Governor, that details specific accomplishments achieved
22 by the Office in the prior 12 months in promoting retail
23 electric competition and that suggests administrative and
24 legislative action necessary to promote further improvements
25 in retail electric competition. On or before June 30, 2020, and
26 every year thereafter, the report shall include the information

1 submitted to the Commission pursuant to paragraph (iii) of
2 subsection (a) of Section 16-115A.

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

4 Section 10. The Consumer Fraud and Deceptive Business
5 Practices Act is amended by changing Sections 2EE and 2DDD as
6 follows:

7 (815 ILCS 505/2EE)

8 Sec. 2EE. Electric service provider selection. An electric
9 service provider shall not submit or execute a change in a
10 subscriber's selection of a provider of electric service unless
11 and until (i) the provider first discloses all material terms
12 and conditions of the offer to the subscriber, including
13 information that adequately discloses the prices, terms, and
14 conditions of the products or services that the alternative
15 retail electric supplier is offering or selling to the customer
16 and the Historical Prices to Compare from the preceding 12
17 months as displayed on the Plug-In Illinois website maintained
18 by the Illinois Commerce Commission for the distribution
19 utility serving the customer; (ii) the provider meets the
20 requirements of Sections 16-115A and 16-115E of the Public
21 Utilities Act; (iii) ~~(ii)~~ the provider has obtained the
22 subscriber's express agreement to accept the offer after the
23 disclosure of all material terms and conditions of the offer;
24 and (iv) ~~(iii)~~ the provider has confirmed the request for a

1 change in accordance with one of the following procedures:

2 (a) The new electric service provider has obtained the
3 subscriber's written or electronically signed authorization in
4 a form that meets the following requirements:

5 (1) An electric service provider shall obtain any
6 necessary written or electronically signed authorization
7 from a subscriber for a change in electric service by using
8 a letter of agency as specified in this Section. Any letter
9 of agency that does not conform with this Section is
10 invalid.

11 (2) The letter of agency shall be a separate document
12 (an easily separable document containing only the
13 authorization language described in subparagraph (a)(5) of
14 this Section) whose sole purpose is to authorize an
15 electric service provider change. The letter of agency must
16 be signed and dated by the subscriber requesting the
17 electric service provider change.

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

20 (4) Notwithstanding subparagraphs (a)(1) and (a)(2) of
21 this Section, the letter of agency may be combined with
22 checks that contain only the required letter of agency
23 language prescribed in subparagraph (a)(5) of this Section
24 and the necessary information to make the check a
25 negotiable instrument. The letter of agency check shall not
26 contain any promotional language or material. The letter of

1 agency check shall contain in easily readable, bold-face
2 type on the face of the check, a notice that the consumer
3 is authorizing an electric service provider change by
4 signing the check. The letter of agency language also shall
5 be placed near the signature line on the back of the check.

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

9 (i) The subscriber's billing name and address;

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

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

19 (iv) That the subscriber understand that any
20 electric service provider selection the subscriber
21 chooses may involve a charge to the subscriber for
22 changing the subscriber's electric service provider.

23 (6) Letters of agency shall not suggest or require that
24 a subscriber take some action in order to retain the
25 subscriber's current electric service provider.

26 (7) If any portion of a letter of agency is translated

1 into another language, then all portions of the letter of
2 agency must be translated into that language.

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

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

17 A supplier or supplier's sales representative initiating a
18 3-way conference call or a call through an automated
19 verification system must drop off the call once the 3-way
20 connection has been established.

21 All third-party verification methods shall elicit, at a
22 minimum, the following information: (i) the identity of the
23 subscriber; (ii) confirmation that the person on the call is
24 authorized to make the supplier change; (iii) confirmation that
25 the person on the call wants to make the supplier change; (iv)
26 the names of the suppliers affected by the change; (v) the

1 service address of the supply to be switched; and (vi) the
2 price of the service to be supplied and the material terms and
3 conditions of the service being offered, including whether any
4 early termination fees apply. Third-party verifiers may not
5 market the supplier's services by providing additional
6 information, including information regarding procedures to
7 block or otherwise freeze an account against further changes.

8 All third-party verifications shall be conducted in the
9 same language that was used in the underlying sales transaction
10 and shall be recorded in their entirety. Submitting suppliers
11 shall maintain and preserve audio records of verification of
12 subscriber authorization for a minimum period of 2 years after
13 obtaining the verification. Automated systems must provide
14 consumers with an option to speak with a live person at any
15 time during the call.

16 (c) When a subscriber initiates the call to the prospective
17 electric supplier, in order to enroll the subscriber as a
18 customer, the prospective electric supplier must, with the
19 consent of the customer, make a date-stamped, time-stamped
20 audio recording that elicits, at a minimum, the following
21 information:

22 (1) the identity of the subscriber;

23 (2) confirmation that the person on the call is
24 authorized to make the supplier change;

25 (3) confirmation that the person on the call wants to
26 make the supplier change;

- 1 (4) the names of the suppliers affected by the change;
2 (5) the service address of the supply to be switched;
3 and
4 (6) the price of the service to be supplied and the
5 material terms and conditions of the service being offered,
6 including whether any early termination fees apply.

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

10 (c-5) An electric supplier shall not automatically renew a
11 contract with a residential customer at a rate higher than the
12 initial term of the contract or automatically change or renew a
13 fixed rate contract to a variable rate contract. A residential
14 customer may agree to a contract renewal at a rate higher than
15 the initial term of the contract if the requirements in
16 paragraphs (v) and (vi) of subsection (a) of Section 16-115A of
17 the Public Utilities Act have been met and the residential
18 customer expressly consents to the contract renewal in writing
19 or by an electronic signature. A residential customer may void
20 a contract renewal or a variable rate contract if the
21 requirements in paragraphs (v) and (vi) of subsection (a) of
22 Section 16-115A of the Public Utilities Act have not been met.

23 (d) Complaints may be filed with the Illinois Commerce
24 Commission under this Section by a subscriber whose electric
25 service has been provided by an electric service supplier in a
26 manner not in compliance with this Section. If, after notice

1 and hearing, the Commission finds that an electric service
2 provider has violated this Section, the Commission may in its
3 discretion do any one or more of the following:

4 (1) Require the violating electric service provider to
5 refund to the subscriber charges collected in excess of
6 those that would have been charged by the subscriber's
7 authorized electric service provider.

8 (2) Require the violating electric service provider to
9 pay to the subscriber's authorized electric supplier the
10 amount the authorized electric supplier would have
11 collected for the electric service. The Commission is
12 authorized to reduce this payment by any amount already
13 paid by the violating electric supplier to the subscriber's
14 authorized provider for electric service.

15 (3) Require the violating electric subscriber to pay a
16 fine of up to \$1,000 into the Public Utility Fund for each
17 repeated and intentional violation of this Section.

18 (4) Issue a cease and desist order.

19 (5) For a pattern of violation of this Section or for
20 intentionally violating a cease and desist order, revoke
21 the violating provider's certificate of service authority.

22 (d-5) A violation of Section 16-115A or 16-115E of the
23 Public Utilities Act or the administrative rules adopted
24 thereunder at 83 Ill. Adm. Code Part 412 constitutes a
25 violation of this Section.

26 (e) For purposes of this Section, "electric service

1 provider" shall have the meaning given that phrase in Section
2 6.5 of the Attorney General Act.

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

4 (815 ILCS 505/2DDD)

5 Sec. 2DDD. Alternative gas suppliers.

6 (a) Definitions.

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

9 (2) "Gas utility" has the same meaning as in Section
10 19-105 of the Public Utilities Act.

11 (b) It is an unfair or deceptive act or practice within the
12 meaning of Section 2 of this Act for any person to violate any
13 provision of this Section. A violation of Section 19-115 or
14 19-116 of the Alternative Gas Supplier Law or the
15 administrative rules adopted thereunder at 83 Ill. Adm. Code
16 Parts 501 and 551 also constitutes a violation of this Section.

17 (c) Solicitation.

18 (1) An alternative gas supplier shall not misrepresent
19 the affiliation of any alternative supplier with the gas
20 utility, governmental bodies, or consumer groups.

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

25 (3) An alternative gas supplier shall clearly and

1 conspicuously disclose the following information to all
2 customers:

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

5 (B) where the solicitation occurs in person,
6 including through door-to-door solicitation, the
7 salesperson's name;

8 (C) the alternative gas supplier's contact
9 information, including the address, phone number, and
10 website;

11 (D) contact information for the Illinois Commerce
12 Commission, including the toll-free number for
13 consumer complaints and website;

14 (E) a statement of the customer's right to rescind
15 the offer within 10 business days of the date on the
16 utility's notice confirming the customer's decision to
17 switch suppliers, as well as phone numbers for the
18 supplier and utility that the consumer may use to
19 rescind the contract; and

20 (F) the amount of the early termination fee, if
21 any.

22 (4) Except as provided in paragraph (5) of this
23 subsection (c), an alternative gas supplier shall send the
24 information described in paragraph (3) of this subsection
25 (c) to all customers within one business day of the
26 authorization of a switch.

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

6 (d) Customer Authorization. An alternative gas supplier
7 shall not submit or execute a change in a customer's selection
8 of a natural gas provider unless and until (i) the alternative
9 gas supplier first discloses all material terms and conditions
10 of the offer to the customer, including information that
11 adequately discloses the prices, terms, and conditions of the
12 products or services that the alternative gas supplier is
13 offering or selling to the customer and the preceding 12
14 months' current utility gas supply charge as displayed on the
15 Natural Gas Choice website maintained by the Illinois Commerce
16 Commission for the distribution utility serving the customer;
17 (ii) the alternative gas supplier meets the requirements of
18 Sections 19-115 and 19-116 of the Public Utilities Act; (iii)
19 ~~(ii)~~ the alternative gas supplier has obtained the customer's
20 express agreement to accept the offer after the disclosure of
21 all material terms and conditions of the offer; and (iv) ~~(iii)~~
22 the alternative gas supplier has confirmed the request for a
23 change in accordance with one of the following procedures:

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

1 (A) An alternative gas supplier shall obtain any
2 necessary written or electronically signed
3 authorization from a customer for a change in natural
4 gas service by using a letter of agency as specified in
5 this Section. Any letter of agency that does not
6 conform with this Section is invalid.

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

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

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

1 letter of agency language also shall be placed near the
2 signature line on the back of the check.

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

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

8 (ii) the decision to change the natural gas
9 provider from the current provider to the
10 prospective alternative gas supplier;

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

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

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

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

26 (2) An appropriately qualified independent third party

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

22 (A) the identity of the customer;

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

25 (C) confirmation that the person on the call wants
26 to make the provider change;

1 (D) the names of the providers affected by the
2 change;

3 (E) the service address of the service to be
4 switched; and

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

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

19 (3) The alternative gas supplier has obtained the
20 customer's electronic authorization to change natural gas
21 service via telephone. Such authorization must elicit the
22 information in paragraph (2)(A) through (F) of this
23 subsection (d). Alternative gas suppliers electing to
24 confirm sales electronically shall establish one or more
25 toll-free telephone numbers exclusively for that purpose.
26 Calls to the number or numbers shall connect a customer to

1 a voice response unit, or similar mechanism, that makes a
2 date-stamped, time-stamped recording of the required
3 information regarding the alternative gas supplier change.

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

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

12 (A) the identity of the customer;

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

15 (C) confirmation that the person on the call wants
16 to make the provider change;

17 (D) the names of the providers affected by the
18 change;

19 (E) the service address of the service to be
20 switched; and

21 (F) the price of the service to be supplied and the
22 material terms and conditions of the service being
23 offered, including whether any early termination fees
24 apply.

25 Submitting alternative gas suppliers shall maintain
26 and preserve the audio records containing the information

1 set forth above for a minimum period of 2 years.

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

11 (A) The Internet enrollment website shall, at a
12 minimum, include:

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

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

18 (B) Any electronic version of the contract shall be
19 identified by version number, in order to ensure the
20 ability to verify the particular contract to which the
21 customer assents.

22 (C) Throughout the duration of the alternative gas
23 supplier's contract with a customer, the alternative
24 gas supplier shall retain and, within 3 business days
25 of the customer's request, provide to the customer an
26 e-mail, paper, or facsimile of the terms and conditions

1 of the numbered contract version to which the customer
2 assents.

3 (D) The alternative gas supplier shall provide a
4 mechanism by which both the submission and receipt of
5 the electronic letter of agency are recorded by time
6 and date.

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

13 (6) When a customer is solicited in person by the
14 alternative gas supplier's sales agent, the alternative
15 gas supplier may only obtain the customer's authorization
16 to change natural gas service through the method provided
17 for in paragraph (2) of this subsection (d).

18 Alternative gas suppliers must be in compliance with the
19 provisions of this subsection (d) within 90 days after the
20 effective date of this amendatory Act of the 95th General
21 Assembly.

22 (d-5) A gas supplier shall not automatically renew a
23 contract with a residential customer at a rate higher than the
24 initial term of the contract or automatically change or renew a
25 fixed rate contract to a variable rate contract. A residential
26 customer may agree to a contract renewal at a rate higher than

1 the initial term of the contract if the requirements in
2 paragraphs (8) and (9) of subsection (b) of Section 19-115 of
3 the Public Utilities Act have been met and the residential
4 customer expressly consents to the contract renewal in writing
5 or by an electronic signature. A residential customer may void
6 a contract renewal or a variable rate contract if the
7 requirements in paragraphs (8) and (9) of subsection (b) of
8 Section 19-115 of the Public Utilities Act have not been met.

9 (e) Early Termination.

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

15 (2) In any agreement that contains an early termination
16 clause, an alternative gas supplier shall provide the
17 customer the opportunity to terminate the agreement
18 without any termination fee or penalty within 10 business
19 days after the date of the first bill issued to the
20 customer for products or services provided by the
21 alternative gas supplier. The agreement shall disclose the
22 opportunity and provide a toll-free phone number that the
23 customer may call in order to terminate the agreement.

24 (f) The alternative gas supplier shall provide each
25 customer the opportunity to rescind its agreement without
26 penalty within 10 business days after the date on the gas

1 utility notice to the customer. The alternative gas supplier
2 shall disclose to the customer all of the following:

3 (1) that the gas utility shall send a notice confirming
4 the switch;

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

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

11 (4) the contact information for the gas utility and the
12 alternative gas supplier.

13 The alternative gas supplier disclosure shall be included
14 in its sales solicitations, contracts, and all applicable sales
15 verification scripts.

16 (g) The provisions of this Section shall apply only to
17 alternative gas suppliers serving or seeking to serve
18 residential and small commercial customers and only to the
19 extent such alternative gas suppliers provide services to
20 residential and small commercial customers.

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

22 Section 90. This Act supersedes any conflicting provision
23 of 83 Ill. Adm. Code 280, and any ambiguity shall be resolved
24 in favor of the customer or prospective customer.

1 Section 99. Effective date. This Act takes effect upon
2 becoming law.".