



Rep. Gregory Harris

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LRB100 05772 RJF 41089 a

1 AMENDMENT TO SENATE BILL 1531

2 AMENDMENT NO. _____. Amend Senate Bill 1531, AS AMENDED,
3 with reference to page and line numbers of House Amendment No.
4 4, by replacing line 20 on page 7 through line 10 on page 8 with
5 the following:

6 "(a) An alternative retail electric supplier shall not
7 submit or execute a change in a customer's electric supply
8 service if either: (1) the customer has been verified by an
9 approved agency within the preceding 12 months as eligible to
10 receive financial assistance from either the Low Income Home
11 Energy Assistance Program or the Percentage of Income Payment
12 Plan; or (2) the customer has received financial assistance
13 within the preceding 12 months from either the Low Income Home
14 Energy Assistance Program or the Percentage of Income Payment
15 Plan, unless (A) the customer's change in electric supply
16 service is pursuant to a government aggregation program adopted
17 in accordance with Section 1-92 of the Illinois Power Agency
18 Act, or (B) the customer's change in electric supply service is

1 pursuant to a Commission-approved savings guarantee plan as
2 described in subsection (b)."; and

3 by replacing line 22 on page 8 through line 2 on page 9 with the
4 following:

5 "(c) An agreement entered into between an alternative
6 retail electric supplier and a customer in violation of this
7 Section is void and unenforceable. Before the alternative
8 retail electric supplier submits or executes a change in a
9 customer's supply service, other than a change pursuant to a
10 government aggregation program adopted in accordance with
11 Section 1-92 of the Illinois Power Agency Act or pursuant to a
12 Commission-approved savings guarantee plan as described in
13 subsection (b), the alternative retail electric supplier
14 shall: (1) confirm with the customer whether the customer is
15 either eligible to receive or has received financial assistance
16 within the preceding 12 months from the Low Income Home Energy
17 Assistance Program or the Percentage of Income Payment Plan;
18 and (2) confirm with the utility whether the utility's records
19 at the time of the request indicate that the customer either
20 (A) has been verified by an approved agency as a customer who
21 is eligible to receive financial assistance within the
22 preceding 12 months from either the Low Income Home Energy
23 Assistance Program or the Percentage of Income Payment Plan, or
24 (B) has received financial assistance within the preceding 12
25 months from either the Low Income Home Energy Assistance

1 Program or the Percentage of Income Payment Plan."; and

2 on page 15, by replacing lines 14 through 22 with the
3 following:

4 "(f) Every alternative retail electric supplier or
5 electric utility other than the electric utility in whose
6 service area retail customers are located that issue single
7 bills to the retail customers for the services provided by such
8 alternative retail electric supplier or other electric utility
9 and the delivery services provided by the electric utility to
10 such customers shall include on the single bills issued to
11 residential customers the current utility supply charge that
12 would apply to the customer for the billing period if the
13 customer obtained supply from the utility, including all fixed
14 or monthly supply charges and other charges, credits, or rates
15 that are part of the electric supply price.

16 (g) Every electric utility that provides delivery and
17 supply services shall include on each bill to residential
18 customers who obtain supply from an alternative retail electric
19 supplier the electric utility's total supply charge that would
20 apply to the customer for the billing period if the customer
21 obtained supply from the utility, including all fixed or
22 monthly supply charges and other charges, credits, or rates
23 that are part of the electric supply price."; and

24 on page 31, by replacing line 16 with the following:

1 "term for competitive gas supply shall"; and

2 on page 31, by replacing line 21 with the following:

3 "comparison rates for gas supply and"; and

4 on page 36, by replacing lines 11 through 18 with the
5 following:

6 "(a) An alternative gas supplier shall not submit or
7 execute a change in a customer's gas service if either: (1) the
8 customer has been verified by an approved agency within the
9 preceding 12 months as eligible to receive financial assistance
10 from either the Low Income Home Energy Assistance Program or
11 the Percentage of Income Payment Plan; or (2) the customer has
12 received financial assistance within the preceding 12 months
13 from either the Low Income Home Energy Assistance Program or
14 the Percentage of Income Payment Plan, unless the customer's
15 change in gas supply service is pursuant to a
16 Commission-approved savings guarantee plan as described in
17 subsection (b)."; and

18 on page 37, by replacing lines 5 through 10 with the following:

19 "(c) An agreement entered into between an alternative gas
20 supplier and a customer in violation of this Section is void
21 and unenforceable. Before the alternative gas supplier submits
22 or executes a change in a customer's service, other than a
23 change pursuant to a Commission-approved savings guarantee

1 plan as described in subsection (b), the alternative gas
2 supplier shall: (1) confirm with the customer whether the
3 customer is either eligible to receive or has received
4 financial assistance within the preceding 12 months from the
5 Low Income Home Energy Assistance Program or the Percentage of
6 Income Payment Plan; and (2) confirm with the utility whether
7 the utility's records indicate at the time of the request
8 whether the customer either (A) has been verified by an
9 approved agency as a customer who is eligible to receive
10 financial assistance within the preceding 12 months from either
11 the Low Income Home Energy Assistance Program or the Percentage
12 of Income Payment Plan, or (B) has received financial
13 assistance within the preceding 12 months from either the Low
14 Income Home Energy Assistance Program or the Percentage of
15 Income Payment Plan."; and

16 on page 39, by replacing lines 5 through 17 with the following:
17 "otherwise ordered by the Commission. Every alternative gas
18 supplier that issues a single bill for delivery and supply
19 shall include on the single bill issued to a residential
20 customer the current utility supply charge that would apply to
21 the customer for the billing period if the customer obtained
22 supply from the utility, including all fixed or monthly supply
23 charges and other charges, credits, or rates that are part of
24 the gas supply price.

25 (b) Every gas utility that offers supply choice and

1 provides delivery and alternative gas supply service on a
2 single bill to its residential customers shall include on the
3 bill of each residential customer who purchases supply services
4 from an alternative gas supplier the gas utility's total supply
5 charge for the billing period that would apply to the customer
6 for the billing period if the customer obtained supply from the
7 utility, including all fixed or monthly supply charges and
8 other charges, credits, or rates that are part of the gas
9 supply price."; and

10 by replacing line 7 on page 41 through line 24 on page 59 with
11 the following:

12 "(815 ILCS 505/2EE)

13 Sec. 2EE. Alternative retail electric supplier ~~Electric~~
14 ~~service provider~~ selection. An alternative retail electric
15 supplier ~~electric service provider~~ shall not submit or execute
16 a change in a subscriber's selection of a provider of electric
17 service unless and until (i) the alternative retail electric
18 supplier ~~provider~~ first discloses all material terms and
19 conditions of the offer to the subscriber; (ii) the alternative
20 retail electric supplier ~~provider~~ has obtained the
21 subscriber's express agreement to accept the offer after the
22 disclosure of all material terms and conditions of the offer;
23 ~~and~~ (iii) the alternative retail electric supplier meets the
24 requirements of Sections 16-115A and 16-115E of the Public

1 Utilities Act; and (iv) the alternative retail electric
2 supplier provider has confirmed the request for a change in
3 accordance with one of the following procedures:

4 (a) The new alternative retail electric supplier electric
5 service provider has obtained the subscriber's written or
6 electronically signed authorization in a form that meets the
7 following requirements:

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

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

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

23 (4) Notwithstanding subparagraphs (a)(1) and (a)(2) of
24 this Section, the letter of agency may be combined with
25 checks that contain only the required letter of agency
26 language prescribed in subparagraph (a)(5) of this Section

1 and the necessary information to make the check a
2 negotiable instrument. The letter of agency check shall not
3 contain any promotional language or material. The letter of
4 agency check shall contain in easily readable, bold-face
5 type on the face of the check, a notice that the consumer
6 is authorizing an electric service provider change by
7 signing the check. The letter of agency language also shall
8 be placed near the signature line on the back of the check.

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

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

13 (ii) The decision to change the electric service
14 provider from the current provider to the prospective
15 provider;

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

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

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

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

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

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

21 A supplier or supplier's sales representative initiating a
22 3-way conference call or a call through an automated
23 verification system must drop off the call once the 3-way
24 connection has been established.

25 All third-party verification methods shall elicit, at a
26 minimum, the following information: (i) the identity of the

1 subscriber; (ii) confirmation that the person on the call is
2 authorized to make the supplier change; (iii) confirmation that
3 the person on the call wants to make the supplier change; (iv)
4 the names of the suppliers affected by the change; (v) the
5 service address of the supply to be switched; and (vi) the
6 price of the service to be supplied and the material terms and
7 conditions of the service being offered, including whether any
8 early termination fees apply. Third-party verifiers may not
9 market the supplier's services by providing additional
10 information, including information regarding procedures to
11 block or otherwise freeze an account against further changes.

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

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

26 (1) the identity of the subscriber;

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

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

5 (4) the names of the suppliers affected by the change;

6 (5) the service address of the supply to be switched;
7 and

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

11 Submitting suppliers shall maintain and preserve the audio
12 records containing the information set forth above for a
13 minimum period of 2 years.

14 (d) Complaints may be filed with the Illinois Commerce
15 Commission under this Section by a subscriber whose electric
16 service has been provided by an alternative retail electric
17 supplier ~~electric service supplier~~ in a manner not in
18 compliance with this Section. If, after notice and hearing, the
19 Commission finds that an alternative retail electric supplier
20 ~~electric service provider~~ has violated this Section, the
21 Commission may in its discretion do any one or more of the
22 following:

23 (1) Require the violating alternative retail electric
24 supplier ~~electric service provider~~ to refund to the
25 subscriber charges collected in excess of those that would
26 have been charged by the subscriber's authorized electric

1 service provider.

2 (2) Require the violating alternative retail electric
3 supplier ~~electric service provider~~ to pay to the
4 subscriber's authorized electric supplier the amount the
5 authorized electric supplier would have collected for the
6 electric service. The Commission is authorized to reduce
7 this payment by any amount already paid by the violating
8 electric supplier to the subscriber's authorized provider
9 for electric service.

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

13 (4) Issue a cease and desist order.

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

17 (d-5) A violation by an alternative retail electric
18 supplier of Section 16-115A or 16-115E of the Public Utilities
19 Act or the administrative rules adopted thereunder at 83 Ill.
20 Adm. Code Part 412 constitutes a violation of this Section.

21 (e) For purposes of this Section, "electric service
22 provider" shall have the meaning given that phrase in Section
23 6.5 of the Attorney General Act.

24 (f) For purposes of this Section, "alternative retail
25 electric supplier" has the meaning given to it in Section
26 16-102 of the Public Utilities Act.

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

2 (815 ILCS 505/2DDD)

3 Sec. 2DDD. Alternative gas suppliers.

4 (a) Definitions.

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

7 (2) "Gas utility" has the same meaning as in Section
8 19-105 of the Public Utilities Act.

9 (b) It is an unfair or deceptive act or practice within the
10 meaning of Section 2 of this Act for any person to violate any
11 provision of this Section. A violation by an alternative gas
12 supplier of Section 19-115 or 19-116 of the Public Utilities
13 Act or the rules adopted thereunder at 83 Ill. Adm. Code Part
14 551 also constitutes a violation of this Section.

15 (c) Solicitation.

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

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

23 (3) An alternative gas supplier shall clearly and
24 conspicuously disclose the following information to all
25 customers:

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

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

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

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

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

18 (F) the amount of the early termination fee, if
19 any.

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

25 (5) An alternative gas supplier engaging in
26 door-to-door solicitation of consumers shall provide the

1 information described in paragraph (3) of this subsection
2 (c) during all door-to-door solicitations that result in a
3 customer deciding to switch their supplier.

4 (d) Customer Authorization. An alternative gas supplier
5 shall not submit or execute a change in a customer's selection
6 of a natural gas provider unless and until (i) the alternative
7 gas supplier first discloses all material terms and conditions
8 of the offer to the customer; (ii) the alternative gas supplier
9 has obtained the customer's express agreement to accept the
10 offer after the disclosure of all material terms and conditions
11 of the offer; ~~and~~ (iii) the alternative gas supplier meets the
12 requirements of Sections 19-115 and 19-116 of the Public
13 Utilities Act; and (iv) the alternative gas supplier has
14 confirmed the request for a change in accordance with one of
15 the following procedures:

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

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

25 (B) The letter of agency shall be a separate
26 document (or an easily separable document containing

1 only the authorization language described in item (E)
2 of this paragraph (1)) whose sole purpose is to
3 authorize a natural gas provider change. The letter of
4 agency must be signed and dated by the customer
5 requesting the natural gas provider change.

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

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

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

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

26 (ii) the decision to change the natural gas

1 provider from the current provider to the
2 prospective alternative gas supplier;

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

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

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

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

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

1 alternative gas supplier or the alternative gas supplier's
2 marketing agent; and (iii) operate in a location physically
3 separate from the alternative gas supplier or the
4 alternative gas supplier's marketing agent. Automated
5 third-party verification systems and 3-way conference
6 calls may be used for verification purposes so long as the
7 other requirements of this paragraph (2) are satisfied. A
8 alternative gas supplier or alternative gas supplier's
9 sales representative initiating a 3-way conference call or
10 a call through an automated verification system must drop
11 off the call once the 3-way connection has been
12 established. All third-party verification methods shall
13 elicit, at a minimum, the following information:

14 (A) the identity of the customer;

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

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

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

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

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

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

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

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

24 (4) When a consumer initiates the call to the
25 prospective alternative gas supplier, in order to enroll
26 the consumer as a customer, the prospective alternative gas

1 supplier must, with the consent of the customer, make a
2 date-stamped, time-stamped audio recording that elicits,
3 at a minimum, the following information:

4 (A) the identity of the customer;

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

7 (C) confirmation that the person on the call wants
8 to make the provider change;

9 (D) the names of the providers affected by the
10 change;

11 (E) the service address of the service to be
12 switched; and

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

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

20 (5) In the event that a customer enrolls for service
21 from an alternative gas supplier via an Internet website,
22 the alternative gas supplier shall obtain an
23 electronically signed letter of agency in accordance with
24 paragraph (1) of this subsection (d) and any customer
25 information shall be protected in accordance with all
26 applicable statutes and rules. In addition, an alternative

1 gas supplier shall provide the following when marketing via
2 an Internet website:

3 (A) The Internet enrollment website shall, at a
4 minimum, include:

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

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

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

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

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

25 (E) After the customer completes the electronic
26 letter of agency, the alternative gas supplier shall

1 disclose conspicuously through its website that the
2 customer has been enrolled and the alternative gas
3 supplier shall provide the customer an enrollment
4 confirmation number.

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

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

14 (e) Early Termination.

15 (1) Any agreement that contains an early termination
16 clause shall disclose the amount of the early termination
17 fee, provided that any early termination fee or penalty
18 shall not exceed \$50 total, regardless of whether or not
19 the agreement is a multiyear agreement.

20 (2) In any agreement that contains an early termination
21 clause, an alternative gas supplier shall provide the
22 customer the opportunity to terminate the agreement
23 without any termination fee or penalty within 10 business
24 days after the date of the first bill issued to the
25 customer for products or services provided by the
26 alternative gas supplier. The agreement shall disclose the

1 opportunity and provide a toll-free phone number that the
2 customer may call in order to terminate the agreement.

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

8 (1) that the gas utility shall send a notice confirming
9 the switch;

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

13 (3) that the customer may contact the gas utility or
14 the alternative gas supplier to rescind the switch within
15 10 business days; and

16 (4) the contact information for the gas utility and the
17 alternative gas supplier.

18 The alternative gas supplier disclosure shall be included
19 in its sales solicitations, contracts, and all applicable sales
20 verification scripts.

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

26 (Source: P.A. 97-333, eff. 8-12-11.)"; and

1 on page 60, lines 1 and 2, by replacing "upon becoming law"
2 with "January 1, 2019".