

1 AN ACT concerning regulation.

2 **Be it enacted by the People of the State of Illinois,**
3 **represented in the General Assembly:**

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

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

10 (220 ILCS 5/16-115)

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

13 (a) Any alternative retail electric supplier must obtain a
14 certificate of service authority from the Commission in
15 accordance with this Section before serving any retail customer
16 or other user located in this State. An alternative retail
17 electric supplier may request, and the Commission may grant, a
18 certificate of service authority for the entire State or for a
19 specified geographic area of the State.

20 (b) An alternative retail electric supplier seeking a
21 certificate of service authority shall file with the Commission
22 a verified application containing information showing that the

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

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

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

24 (1) That the applicant possesses sufficient technical,
25 financial and managerial resources and abilities to
26 provide the service for which it seeks a certificate of

1 service authority. In determining the level of technical,
2 financial and managerial resources and abilities which the
3 applicant must demonstrate, the Commission shall consider
4 (i) the characteristics, including the size and financial
5 sophistication, of the customers that the applicant seeks
6 to serve, and (ii) whether the applicant seeks to provide
7 electric power and energy using property, plant and
8 equipment which it owns, controls or operates;

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

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

17 (4) That the applicant will comply with such
18 informational or reporting requirements as the Commission
19 may by rule establish and provide the information required
20 by Section 16-112. Any data related to contracts for the
21 purchase and sale of electric power and energy shall be
22 made available for review by the Staff of the Commission on
23 a confidential and proprietary basis and only to the extent
24 and for the purposes which the Commission determines are
25 reasonably necessary in order to carry out the purposes of
26 this Act;

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

8 (i) (Blank);

9 (ii) (Blank);

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

18 (iv) all alternative retail electric suppliers
19 shall execute a sourcing agreement to source
20 electricity from the initial clean coal facility, on
21 the terms set forth in paragraphs (3) and (4) of
22 subsection (d) of Section 1-75 of the Illinois Power
23 Agency Act, except that in lieu of the requirements in
24 subparagraphs (A) (v), (B) (i), (C) (v), and (C) (vi) of
25 paragraph (3) of that subsection (d), the applicant
26 shall execute one or more of the following:

1 (1) if the sourcing agreement is a power
2 purchase agreement, a contract with the initial
3 clean coal facility to purchase in each hour an
4 amount of electricity equal to all clean coal
5 energy made available from the initial clean coal
6 facility during such hour, which the utilities are
7 not required to procure under the terms of
8 subsection (d) of Section 1-75 of the Illinois
9 Power Agency Act, multiplied by a fraction, the
10 numerator of which is the alternative retail
11 electric supplier's retail market sales of
12 electricity (expressed in kilowatthours sold) in
13 the State during the prior calendar month and the
14 denominator of which is the total sales of
15 electricity (expressed in kilowatthours sold) in
16 the State by alternative retail electric suppliers
17 during such prior month that are subject to the
18 requirements of this paragraph (5) of subsection
19 (d) of this Section and subsection (d) of Section
20 1-75 of the Illinois Power Agency Act plus the
21 total sales of electricity (expressed in
22 kilowatthours sold) by utilities outside of their
23 service areas during such prior month, pursuant to
24 subsection (c) of Section 16-116 of this Act; or

25 (2) if the sourcing agreement is a contract for
26 differences, a contract with the initial clean

1 coal facility in each hour with respect to an
2 amount of electricity equal to all clean coal
3 energy made available from the initial clean coal
4 facility during such hour, which the utilities are
5 not required to procure under the terms of
6 subsection (d) of Section 1-75 of the Illinois
7 Power Agency Act, multiplied by a fraction, the
8 numerator of which is the alternative retail
9 electric supplier's retail market sales of
10 electricity (expressed in kilowatthours sold) in
11 the State during the prior calendar month and the
12 denominator of which is the total sales of
13 electricity (expressed in kilowatthours sold) in
14 the State by alternative retail electric suppliers
15 during such prior month that are subject to the
16 requirements of this paragraph (5) of subsection
17 (d) of this Section and subsection (d) of Section
18 1-75 of the Illinois Power Agency Act plus the
19 total sales of electricity (expressed in
20 kilowatthours sold) by utilities outside of their
21 service areas during such prior month, pursuant to
22 subsection (c) of Section 16-116 of this Act;

23 (v) if, in any year after the first year of
24 commercial operation, the owner of the clean coal
25 facility fails to demonstrate to the Commission that
26 the initial clean coal facility captured and

1 sequestered at least 50% of the total carbon emissions
2 that the facility would otherwise emit or that
3 sequestration of emissions from prior years has
4 failed, resulting in the release of carbon into the
5 atmosphere, the owner of the facility must offset
6 excess emissions. Any such carbon offsets must be
7 permanent, additional, verifiable, real, located
8 within the State of Illinois, and legally and
9 practicably enforceable. The costs of any such offsets
10 that are not recoverable shall not exceed \$15 million
11 in any given year. No costs of any such purchases of
12 carbon offsets may be recovered from an alternative
13 retail electric supplier or its customers. All carbon
14 offsets purchased for this purpose and any carbon
15 emission credits associated with sequestration of
16 carbon from the facility must be permanently retired.
17 The initial clean coal facility shall not forfeit its
18 designation as a clean coal facility if the facility
19 fails to fully comply with the applicable carbon
20 sequestration requirements in any given year, provided
21 the requisite offsets are purchased. However, the
22 Attorney General, on behalf of the People of the State
23 of Illinois, may specifically enforce the facility's
24 sequestration requirement and the other terms of this
25 contract provision. Compliance with the sequestration
26 requirements and offset purchase requirements that

1 apply to the initial clean coal facility shall be
2 reviewed annually by an independent expert retained by
3 the owner of the initial clean coal facility, with the
4 advance written approval of the Attorney General;

5 (vi) The Commission shall, after notice and
6 hearing, revoke the certification of any alternative
7 retail electric supplier that fails to execute a
8 sourcing agreement with the initial clean coal
9 facility as required by item (5) of subsection (d) of
10 this Section. The sourcing agreements with this
11 initial clean coal facility shall be subject to both
12 approval of the initial clean coal facility by the
13 General Assembly and satisfaction of the requirements
14 of item (4) of subsection (d) of Section 1-75 of the
15 Illinois Power Agency Act, and shall be executed within
16 90 days after any such approval by the General
17 Assembly. The Commission shall not accept an
18 application for certification from an alternative
19 retail electric supplier that has lost certification
20 under this subsection (d), or any corporate affiliate
21 thereof, for at least one year from the date of
22 revocation;

23 (6) With respect to an applicant that seeks to serve
24 residential or small commercial retail customers, that the
25 area to be served by the applicant and any limitations it
26 proposes on the number of customers or maximum amount of

1 load to be served meet the provisions of Section 16-115A,
2 provided, that the Commission can extend the time for
3 considering such a certificate request by up to 90 days,
4 and can schedule hearings on such a request;

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

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

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

20 (10) That the applicant shall execute and maintain a
21 license or permit bond issued by a qualifying surety or
22 insurance company authorized to transact business in the
23 State of Illinois in favor of the People of the State of
24 Illinois. The amount of the bond shall equal \$30,000 if the
25 applicant seeks to serve only nonresidential retail
26 customers with maximum electrical demands of one megawatt

1 or more, \$150,000 if the applicant seeks to serve only
2 non-residential retail customers with annual electrical
3 consumption greater than 15,000 kWh, or \$500,000 if the
4 applicant seeks to serve all eligible customers.
5 Applicants shall be required to submit an additional
6 \$500,000 bond if the applicant intends to market to
7 residential customers using in-person solicitations. The
8 bond shall be conditioned upon the full and faithful
9 performance of all duties and obligations of the applicant
10 as an alternative retail electric supplier and shall be
11 valid for a period of not less than one year. The cost of
12 the bond shall be paid by the applicant. The applicant
13 shall file a copy of this bond, with a notarized
14 verification page from the issuer, as part of its
15 application for certification under 83 Ill. Adm. Code 451;
16 and

17 (11) ~~(8)~~ That the applicant will comply with all other
18 applicable laws and regulations.

19 (d-3) The Commission may deny with prejudice an application
20 in which the applicant fails to provide the Commission with
21 information sufficient for the Commission to grant the
22 application.

23 (d-5) (Blank).

24 (e) A retail customer that owns a cogeneration or
25 self-generation facility and that seeks certification only to
26 provide electric power and energy from such facility to retail

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

17 (f) The Commission shall have the authority to promulgate
18 rules and regulations to carry out the provisions of this
19 Section. On or before May 1, 1999, the Commission shall adopt a
20 rule or rules applicable to the certification of those
21 alternative retail electric suppliers that seek to serve only
22 nonresidential retail customers with maximum electrical
23 demands of one megawatt or more which shall provide for (i)
24 expedited and streamlined procedures for certification of such
25 alternative retail electric suppliers and (ii) specific
26 criteria which, if met by any such alternative retail electric

1 supplier, shall constitute the demonstration of technical,
2 financial and managerial resources and abilities to provide
3 service required by subsection (d) (1) of this Section, such as
4 a requirement to post a bond or letter of credit, from a
5 responsible surety or financial institution, of sufficient
6 size for the nature and scope of the services to be provided;
7 demonstration of adequate insurance for the scope and nature of
8 the services to be provided; and experience in providing
9 similar services in other jurisdictions.

10 (g) An alternative retail electric supplier may seek
11 confidential treatment for the following information by filing
12 an affidavit with the Commission so long as the affidavit meets
13 the requirements in this subsection (g):

14 (1) the total annual kilowatt-hours delivered and sold
15 by an alternative retail electric supplier to retail
16 customers within each utility service territory and the
17 total annual kilowatt-hours delivered and sold by an
18 alternative retail electric supplier to retail customers
19 in all utility service territories in the preceding
20 calendar year as required by 83 Ill. Adm. Code 451.770;

21 (2) the total peak demand supplied by an alternative
22 retail electric supplier during the previous year in each
23 utility service territory as required by 83 Ill. Adm. Code
24 465.40;

25 (3) a good faith estimate of the amount an alternative
26 retail electric supplier expects to be obliged to pay the

1 utility under single billing tariffs during the next 12
2 months and the amount of any bond or letter of credit used
3 to demonstrate an alternative retail electric supplier's
4 credit worthiness to provide single billing services
5 pursuant to 83 Ill. Adm. Code 451.510(a) and (b).

6 The affidavit must be filed contemporaneously with the
7 information for which confidential treatment is sought and must
8 clearly state that the affiant seeks confidential treatment
9 pursuant to this subsection (g) and the information for which
10 confidential treatment is sought must be clearly identified on
11 the confidential version of the document filed with the
12 Commission. The affidavit must be accompanied by a
13 "confidential" and a "public" version of the document or
14 documents containing the information for which confidential
15 treatment is sought.

16 If the alternative retail electric supplier has met the
17 affidavit requirements of this subsection (g), then the
18 Commission shall afford confidential treatment to the
19 information identified in the affidavit for a period of 2 years
20 after the date the affidavit is received by the Commission.

21 Nothing in this subsection (g) prevents an alternative
22 retail electric supplier from filing a petition with the
23 Commission seeking confidential treatment for information
24 beyond that identified in this subsection (g) or for
25 information contained in other reports or documents filed with
26 the Commission.

1 Nothing in this subsection (g) prevents the Commission, on
2 its own motion, or any party from filing a formal petition with
3 the Commission seeking to reconsider the conferring of
4 confidential status on an item of information afforded
5 confidential treatment pursuant to this subsection (g).

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

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

22 (220 ILCS 5/16-115A)

23 Sec. 16-115A. Obligations of alternative retail electric
24 suppliers.

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

1 (i) shall comply with the requirements imposed on
2 public utilities by Sections 8-201 through 8-207, 8-301,
3 8-505 and 8-507 of this Act, to the extent that these
4 Sections have application to the services being offered by
5 the alternative retail electric supplier; ~~and~~

6 (ii) shall continue to comply with the requirements for
7 certification stated in subsection (d) of Section 16-115;~~i-~~

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

17 (iv) shall make publicly available on its website,
18 without the need for a customer login, rate information for
19 all of its variable, time-of-use, and fixed rate contracts
20 currently available to residential customers, including,
21 but not limited to, fixed monthly charges, early
22 termination fees, and kilowatt-hour charges.

23 (b) An alternative retail electric supplier shall obtain
24 verifiable authorization from a customer, in a form or manner
25 approved by the Commission consistent with Section 2EE of the
26 Consumer Fraud and Deceptive Business Practices Act, before the

1 customer is switched from another supplier.

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

15 (d) An alternative retail electric supplier that is
16 certified to serve residential or small commercial retail
17 customers shall not:

18 (1) deny service to a customer or group of customers
19 nor establish any differences as to prices, terms,
20 conditions, services, products, facilities, or in any
21 other respect, whereby such denial or differences are based
22 upon race, gender or income, except as provided in Section
23 16-115E.

24 (2) deny service to a customer or group of customers
25 based on locality nor establish any unreasonable
26 difference as to prices, terms, conditions, services,

1 products, or facilities as between localities.

2 (e) An alternative retail electric supplier shall comply
3 with the following requirements with respect to the marketing,
4 offering and provision of products or services to residential
5 and small commercial retail customers:

6 (i) All ~~Any~~ marketing materials, including, but not
7 limited to, electronic marketing materials, in-person
8 solicitations, and telephone solicitations, ~~which make~~
9 statements concerning prices, terms and conditions of
10 service shall contain information that adequately
11 discloses the prices, terms, and conditions of the products
12 or services that the alternative retail electric supplier
13 is offering or selling to the customer and shall disclose
14 the current utility electric supply price to compare
15 applicable at the time the alternative retail electric
16 supplier is offering or selling the products or services to
17 the customer and shall disclose the date on which the
18 utility electric supply price to compare became effective
19 and the date on which it will expire. The utility electric
20 supply price to compare shall be the sum of the electric
21 supply charge and the transmission services charge and
22 shall not include the purchased electricity adjustment.
23 The disclosure shall include a statement that the price to
24 compare does not include the purchased electricity
25 adjustment, and, if applicable, the range of the purchased
26 electricity adjustment. All marketing materials,

1 including, but not limited to, electronic marketing
2 materials, in-person solicitations, and telephone
3 solicitations, shall include the following statement:-

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

16 If applicable, the statement shall also include the
17 following statement:

18 "The purchased electricity adjustment factor may
19 range between +.5 cents and -.5 cents per kilowatt
20 hour."

21 This paragraph (i) does not apply to goodwill or
22 institutional advertising.

23 (ii) Before any customer is switched from another
24 supplier, the alternative retail electric supplier shall
25 give the customer written information that adequately
26 discloses, in plain language, the prices, terms and

1 conditions of the products and services being offered and
2 sold to the customer. This written information shall be
3 provided in a language in which the customer subject to the
4 marketing or solicitation is able to understand and
5 communicate, and the alternative retail electric supplier
6 shall not switch a customer who is unable to understand and
7 communicate in a language in which the marketing or
8 solicitation was conducted. The alternative retail
9 electric supplier shall comply with Section 2N of the
10 Consumer Fraud and Deceptive Business Practices Act.

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

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

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

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

9 (vi) Each alternative retail electric supplier shall
10 conduct training for individual representatives engaged in
11 in-person solicitation and telemarketing to residential
12 customers on behalf of that alternative retail electric
13 supplier prior to conducting any such solicitations on the
14 alternative retail electric supplier's behalf. Each
15 alternative retail electric supplier shall submit a copy of
16 its training material to the Commission on an annual basis
17 and the Commission shall have the right to review and
18 require updates to the material. After initial training,
19 each alternative retail electric supplier shall be
20 required to conduct refresher training for its individual
21 representatives every 6 months.

22 (f) An alternative retail electric supplier may limit the
23 overall size or availability of a service offering by
24 specifying one or more of the following: a maximum number of
25 customers, maximum amount of electric load to be served, time
26 period during which the offering will be available, or other

1 comparable limitation, but not including the geographic
2 locations of customers within the area which the alternative
3 retail electric supplier is certificated to serve. The
4 alternative retail electric supplier shall file the terms and
5 conditions of such service offering including the applicable
6 limitations with the Commission prior to making the service
7 offering available to customers.

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

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

19 (220 ILCS 5/16-115B)

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

22 (a) The Commission shall have jurisdiction in accordance
23 with the provisions of Article X of this Act to entertain and
24 dispose of any complaint against any alternative retail
25 electric supplier alleging (i) that the alternative retail

1 electric supplier has violated or is in nonconformance with any
2 applicable provisions of Section 16-115 through Section
3 16-115A; (ii) that an alternative retail electric supplier
4 serving retail customers having maximum demands of less than
5 one megawatt has failed to provide service in accordance with
6 the terms of its contract or contracts with such customer or
7 customers; (iii) that the alternative retail electric supplier
8 has violated or is in non-conformance with the delivery
9 services tariff of, or any of its agreements relating to
10 delivery services with, the electric utility, municipal
11 system, or electric cooperative providing delivery services;
12 or (iv) that the alternative retail electric supplier has
13 violated or failed to comply with the requirements of Sections
14 8-201 through 8-207, 8-301, 8-505, or 8-507 of this Act as made
15 applicable to alternative retail electric suppliers.

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

18 (1) To order an alternative retail electric supplier to
19 cease and desist, or correct, any violation of or
20 non-conformance with the provisions of Section 16-115 or
21 16-115A;

22 (2) To impose financial penalties for violations of or
23 non-conformances with the provisions of Section 16-115 or
24 16-115A, not to exceed (i) \$10,000 per occurrence or (ii)
25 \$30,000 per day for those violations or non-conformances
26 which continue after the Commission issues a cease and

1 desist order; and

2 (3) To alter, modify, revoke or suspend the certificate
3 of service authority of an alternative retail electric
4 supplier for substantial or repeated violations of or
5 non-conformances with the provisions of Section 16-115 or
6 16-115A.

7 (c) In addition to other powers and authority granted to it
8 under this Act, the Commission may require an alternative
9 retail electric supplier to enter into a compliance plan. If
10 the Commission comes into possession of information causing it
11 to conclude that an alternative retail electric supplier is
12 violating this Act or the Commission's rules, the Commission
13 may, after notice and hearing, enter an order directing the
14 alternative retail electric supplier to implement practices,
15 procedures, oversight, or other measures or refrain from
16 practices, conduct, or activities that the Commission finds is
17 necessary or reasonable to ensure the alternative retail
18 electric supplier's compliance with this Act and the
19 Commission's rules. Failure by an alternative retail electric
20 supplier to implement or comply with a Commission-ordered
21 compliance plan is a violation of this Section. The Commission,
22 in its discretion, may order a compliance plan under such
23 circumstances as it considers warranted and is not required to
24 order a compliance plan prior to taking other enforcement
25 action against an alternative retail electric supplier.
26 Nothing in this subsection (c) shall be interpreted to limit

1 the authority or right of the Attorney General.

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

3 (220 ILCS 5/16-115E new)

4 Sec. 16-115E. Alternative retail electric supplier utility
5 assistance recipient.

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

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

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

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

20 (220 ILCS 5/16-118)

21 Sec. 16-118. Services provided by electric utilities to
22 alternative retail electric suppliers.

23 (a) It is in the best interest of Illinois energy consumers
24 to promote fair and open competition in the provision of
25 electric power and energy and to prevent anticompetitive

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

20 (b) An electric utility shall file a tariff pursuant to
21 Article IX of the Act that would allow alternative retail
22 electric suppliers or electric utilities other than the
23 electric utility in whose service area retail customers are
24 located to issue single bills to the retail customers for both
25 the services provided by such alternative retail electric
26 supplier or other electric utility and the delivery services

1 provided by the electric utility to such customers. The tariff
2 filed pursuant to this subsection shall (i) require partial
3 payments made by retail customers to be credited first to the
4 electric utility's tariffed services, (ii) impose commercially
5 reasonable terms with respect to credit and collection,
6 including requests for deposits, (iii) retain the electric
7 utility's right to disconnect the retail customers, if it does
8 not receive payment for its tariffed services, in the same
9 manner that it would be permitted to if it had billed for the
10 services itself, and (iv) require the alternative retail
11 electric supplier or other electric utility that elects the
12 billing option provided by this tariff to include on each bill
13 to retail customers an identification of the electric utility
14 providing the delivery services and a listing of the charges
15 applicable to such services. The tariff filed pursuant to this
16 subsection may also include other just and reasonable terms and
17 conditions. In addition, an electric utility, an alternative
18 retail electric supplier or electric utility other than the
19 electric utility in whose service area the customer is located,
20 and a customer served by such alternative retail electric
21 supplier or other electric utility, may enter into an agreement
22 pursuant to which the alternative retail electric supplier or
23 other electric utility pays the charges specified in Section
24 16-108, or other customer-related charges, including taxes and
25 fees, in lieu of such charges being recovered by the electric
26 utility directly from the customer.

1 (c) An electric utility with more than 100,000 customers
2 shall file a tariff pursuant to Article IX of this Act that
3 provides alternative retail electric suppliers, and electric
4 utilities other than the electric utility in whose service area
5 the retail customers are located, with the option to have the
6 electric utility purchase their receivables for power and
7 energy service provided to residential retail customers and
8 non-residential retail customers with a non-coincident peak
9 demand of less than 400 kilowatts. Receivables for power and
10 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 and any reasonable
17 start-up costs and administrative costs associated with the
18 electric utility's purchase of receivables. The discounted
19 rate for purchase of receivables shall be included in the
20 tariff filed pursuant to this subsection (c). The discount rate
21 filed pursuant to this subsection (c) shall be subject to
22 periodic Commission review. The electric utility retains the
23 right to impose the same terms on retail customers with respect
24 to credit and collection, including requests for deposits, and
25 retain the electric utility's right to disconnect the retail
26 customers, if it does not receive payment for its tariffed

1 services or purchased receivables, in the same manner that it
2 would be permitted to if the retail customers purchased power
3 and energy from the electric utility. The tariff filed pursuant
4 to this subsection (c) shall permit the electric utility to
5 recover from retail customers any uncollected receivables that
6 may arise as a result of the purchase of receivables under this
7 subsection (c), 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 (c). Nothing in this subsection (c)
11 permits the double recovery of bad debt expenses from
12 customers.

13 (d) An electric utility with more than 100,000 customers
14 shall file a tariff pursuant to Article IX of this Act that
15 would provide alternative retail electric suppliers or
16 electric utilities other than the electric utility in whose
17 service area retail customers are located with the option to
18 have the electric utility produce and provide single bills to
19 the retail customers for both the electric power and energy
20 service provided by the alternative retail electric supplier or
21 other electric utility and the delivery services provided by
22 the electric utility to the customers. The tariffs filed
23 pursuant to this subsection shall require the electric utility
24 to collect and remit customer payments for electric power and
25 energy service provided by alternative retail electric
26 suppliers or electric utilities other than the electric utility

1 in whose service area retail customers are located. The tariff
2 filed pursuant to this subsection shall require the electric
3 utility to include on each bill to retail customers an
4 identification of the alternative retail electric supplier or
5 other electric utility that elects the billing option. The
6 tariff filed pursuant to this subsection (d) may also include
7 other just and reasonable terms and conditions and shall
8 provide for the recovery of prudently incurred costs associated
9 with the provision of service pursuant to this subsection (d).
10 The costs associated with the provision of service pursuant to
11 this Section shall be subject to periodic Commission review.

12 (e) An electric utility with more than 100,000 customers in
13 this State shall file a tariff pursuant to Article IX of this
14 Act that provides alternative retail electric suppliers, and
15 electric utilities other than the electric utility in whose
16 service area the retail customers are located, with the option
17 to have the electric utility purchase 2 billing cycles worth of
18 uncollectible receivables for power and energy service
19 provided to residential retail customers and to
20 non-residential retail customers with a non-coincident peak
21 demand of less than 400 kilowatts upon returning that customer
22 to that electric utility for delivery and energy service after
23 that alternative retail electric supplier, or an electric
24 utility other than the electric utility in whose service area
25 the retail customer is located, has made reasonable collection
26 efforts on that account. Uncollectible receivables for power

1 and energy service of alternative retail electric suppliers, or
2 electric utilities other than the electric utility in whose
3 service area the retail customers are located, shall be
4 purchased by the electric utility at a just and reasonable
5 discount rate to be reviewed and approved by the Commission,
6 after notice and hearing. The discount rate shall be based on
7 the electric utility's historical bad debt for receivables that
8 are outstanding for a similar length of time and any reasonable
9 start-up costs and administrative costs associated with the
10 electric utility's purchase of receivables. The discounted
11 rate for purchase of uncollectible receivables shall be
12 included in the tariff filed pursuant to this subsection (e).
13 The electric utility retains the right to impose the same terms
14 on these retail customers with respect to credit and
15 collection, including requests for deposits, and retains the
16 right to disconnect these retail customers, if it does not
17 receive payment for its tariffed services or purchased
18 receivables, in the same manner that it would be permitted to
19 if the retail customers had purchased power and energy from the
20 electric utility. The tariff filed pursuant to this subsection
21 (e) shall permit the electric utility to recover from retail
22 customers any uncollectable receivables that may arise as a
23 result of the purchase of uncollectible receivables under this
24 subsection (e), may also include other just and reasonable
25 terms and conditions, and shall provide for the prudently
26 incurred costs associated with the provision of this service

1 pursuant to this subsection (e). Nothing in this subsection (e)
2 permits the double recovery of utility bad debt expenses from
3 customers. The electric utility may file a joint tariff for
4 this subsection (e) and subsection (c) of this Section.

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

18 (g) Every electric utility that provides delivery and
19 supply services shall include on each bill issued to
20 residential customers who obtain supply from an alternative
21 retail electric supplier the current utility electric supply
22 price to compare that would apply to the customer for the
23 billing period if the customer obtained supply from the
24 utility. The current utility electric supply price to compare
25 shall be the sum of the electric supply charge and the
26 transmission services charge and shall disclose that the price

1 does not include the monthly purchased electricity adjustment.

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

3 (220 ILCS 5/16-119)

4 Sec. 16-119. Switching suppliers. An electric utility or an
5 alternative retail electric supplier may establish a term of
6 service, notice period for terminating service and provisions
7 governing early termination through a tariff or contract. A
8 customer may change its supplier subject to tariff or contract
9 terms and conditions. Any notice provisions; or provision for a
10 fee, charge or penalty with early termination of a contract;
11 shall be conspicuously disclosed in any tariff or contract. Any
12 tariff filed or contract renewed or entered into on and after
13 the effective date of this amendatory Act of the 99th General
14 Assembly that contains an early termination clause shall
15 disclose the amount of the early termination fee or penalty,
16 provided that any early termination fee or penalty shall not
17 exceed \$50 total for residential customers and \$150 for small
18 commercial retail customers as defined in Section 16-102 of
19 this Act, regardless of whether or not the tariff or contract
20 is a multiyear tariff or contract. Beginning January 1, 2020,
21 residential and small commercial retail customers shall have a
22 right to terminate their contracts with alternative retail
23 electric suppliers at any time without any termination fees or
24 penalties. A customer shall remain responsible for any unpaid
25 charges owed to an electric utility or alternative retail

1 electric supplier at the time it switches to another provider.

2 The caps on early termination fees and penalties under this
3 Section shall apply only to early termination fees and
4 penalties for early termination of electric service. The caps
5 shall not apply to charges or fees for devices, equipment, or
6 other services provided by the utility or alternative retail
7 electric supplier.

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

9 (220 ILCS 5/16-123)

10 Sec. 16-123. Establishment of customer information centers
11 for electric utilities and alternative retail electric
12 suppliers.

13 (a) All electric utilities and alternative retail electric
14 suppliers shall be required to maintain a customer call center
15 where customers can reach a representative and receive current
16 information. Customers shall periodically be notified on how to
17 reach the call center. The Commission shall have the authority
18 to establish reporting requirements for such centers.

19 (b) Notwithstanding anything to the contrary, an electric
20 utility may:

21 (1) disclose the current utility electric supply price
22 to a retail customer who takes electric power and energy
23 supply service from an alternative retail electric
24 supplier;

25 (2) disclose the supply price the customer is paying as

1 reflected on the customer's bill, if known;

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

7 (A) length of the contract;

8 (B) the price per kilowatt hour, and whether the
9 contract price is fixed or variable, and if variable,
10 the circumstances under which the price may change;

11 (C) whether penalties or early termination fees
12 apply if the customer terminates the contract before
13 the expiration of its term; and

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

17 (4) provide to a retail customer education information
18 published by the Office of Retail Market Development and
19 the Office of the Attorney General regarding the selection
20 and evaluation of electric power and energy supply rate
21 offers by alternative retail electric suppliers.

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

23 (220 ILCS 5/19-110)

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

25 (a) The provisions of this Section shall apply only to

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

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

18 (c) An alternative gas supplier seeking a certificate of
19 service authority shall file with the Commission a verified
20 application containing information showing that the applicant
21 meets the requirements of this Section. The alternative gas
22 supplier shall publish notice of its application in the
23 official State newspaper within 10 days following the date of
24 its filing. No later than 45 days after the application is
25 properly filed with the Commission, and such notice is
26 published, the Commission shall issue its order granting or

1 denying the application.

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

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

15 (2) Whether the applicant has had a natural gas
16 supplier license suspended or revoked by any state in the
17 United States.

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

20 (4) Whether the applicant is the subject of any
21 lawsuits filed in a court of law or formal complaints filed
22 with a regulatory agency alleging fraud, deception or
23 unfair marketing practices, or other similar allegations,
24 identifying the name, case number, and jurisdiction of each
25 such lawsuit or complaint.

26 For the purposes of this subsection (d), formal complaints

1 include only those complaints that seek a binding determination
2 from a state or federal regulatory body.

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

7 (1) That the applicant possesses sufficient technical,
8 financial, and managerial resources and abilities to
9 provide the service for which it seeks a certificate of
10 service authority. In determining the level of technical,
11 financial, and managerial resources and abilities which
12 the applicant must demonstrate, the Commission shall
13 consider:

14 (A) the characteristics, including the size and
15 financial sophistication of the customers that the
16 applicant seeks to serve;

17 (B) whether the applicant seeks to provide gas
18 using property, plant, and equipment that it owns,
19 controls, or operates; and

20 (C) the applicant's commitment of resources to the
21 management of sales and marketing staff, through
22 affirmative managerial policies, independent audits,
23 technology, hands-on field monitoring and training,
24 and, in the case of applicants who will have sales
25 personnel or sales agents within the State of Illinois,
26 the applicant's managerial presence within the State.

1 (2) That the applicant will comply with all applicable
2 federal, State, regional, and industry rules, policies,
3 practices, and procedures for the use, operation, and
4 maintenance of the safety, integrity, and reliability of
5 the gas transmission system.

6 (3) That the applicant will comply with such
7 informational or reporting requirements as the Commission
8 may by rule establish.

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

19 (5) That the applicant shall continue to comply with
20 requirements for certification stated in this Section.

21 (6) That the applicant shall execute and maintain a
22 license or permit bond issued by a qualifying surety or
23 insurance company authorized to transact business in the
24 State of Illinois in favor of the People of the State of
25 Illinois. The amount of the bond shall equal \$150,000 if
26 the applicant seeks to serve only nonresidential retail

1 customers or \$500,000 if the applicant seeks to serve all
2 eligible customers. Applicants shall be required to submit
3 an additional \$500,000 bond if the applicant intends to
4 market to residential customers using in-person
5 solicitations. The bond shall be conditioned upon the full
6 and faithful performance of all duties and obligations of
7 the applicant as an alternative retail gas supplier and
8 shall be valid for a period of not less than one year. The
9 cost of the bond shall be paid by the applicant. The
10 applicant shall file a copy of this bond, with a notarized
11 verification page from the issuer, as part of its
12 application for certification under 83 Ill. Adm. Code 551.

13 (7) ~~(5)~~ That the applicant and the applicant's sales
14 agents will comply with all other applicable laws and
15 rules.

16 (e-5) The Commission may deny with prejudice an application
17 in which the applicant fails to provide the Commission with
18 information sufficient for the Commission to grant the
19 application.

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

23 (1) a party to the application proceeding has formally
24 requested that the Commission hold hearings in a pleading
25 that alleges that one or more of the allegations or
26 certifications in the application is false or misleading;

1 or

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

5 (g) The Commission shall have the authority to promulgate
6 rules to carry out the provisions of this Section. Within 30
7 days after the effective date of this amendatory Act of the
8 92nd General Assembly, the Commission shall adopt an emergency
9 rule or rules applicable to the certification of those gas
10 suppliers that seek to serve residential customers. Within 180
11 days of the effective date of this amendatory Act of the 92nd
12 General Assembly, the Commission shall adopt rules that specify
13 criteria which, if met by any such alternative gas supplier,
14 shall constitute the demonstration of technical, financial,
15 and managerial resources and abilities to provide service
16 required by item (1) of subsection (e) of this Section, such as
17 a requirement to post a bond or letter of credit, from a
18 responsible surety or financial institution, of sufficient
19 size for the nature and scope of the services to be provided,
20 demonstration of adequate insurance for the scope and nature of
21 the services to be provided, and experience in providing
22 similar services in other jurisdictions.

23 (h) The Commission may deny with prejudice any application
24 that repeatedly fails to include the attachments,
25 documentation, and affidavits required by the application form
26 or that repeatedly fails to provide any other information

1 required by this Section.

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

18 If the alternative gas supplier has met the affidavit
19 requirements of this subsection (i), then the Commission shall
20 afford confidential treatment to the information identified in
21 the affidavit for a period of 2 years after the date the
22 affidavit is received by the Commission.

23 Nothing in this subsection (i) prevents an alternative gas
24 supplier from filing a petition with the Commission seeking
25 confidential treatment for information beyond that identified
26 in this subsection (i) or for information contained in other

1 reports or documents filed with the Commission.

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

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

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

20 (220 ILCS 5/19-115)

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

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

1 residential or small commercial customers.

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

3 (1) shall comply with the requirements imposed on
4 public utilities by Sections 8-201 through 8-207, 8-301,
5 8-505 and 8-507 of this Act, to the extent that these
6 Sections have application to the services being offered by
7 the alternative gas supplier;

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

10 (3) shall comply with complaint procedures established
11 by the Commission;

12 (4) except as provided in subsection (h) of this
13 Section, shall file with the Chief Clerk of the Commission,
14 within 20 business days after the effective date of this
15 amendatory Act of the 95th General Assembly, a copy of bill
16 formats, standard customer contract and customer complaint
17 and resolution procedures, and the name and telephone
18 number of the company representative whom Commission
19 employees may contact to resolve customer complaints and
20 other matters. In the case of a gas supplier that engages
21 in door-to-door solicitation, the company shall file with
22 the Commission the consumer information disclosure
23 required by item (3) of subsection (c) of Section 2DDD of
24 the Consumer Fraud and Deceptive Business Practices Act and
25 shall file updated information within 10 business days
26 after changes in any of the documents or information

1 required to be filed by this item (4); ~~and~~

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

22 (A) total number of calls received;

23 (B) number of calls answered;

24 (C) average answer time;

25 (D) number of abandoned calls; and

26 (E) abandon call rate.

1 Alternative gas suppliers that do not have electronic
2 answering capability that meets these requirements shall
3 notify the Manager of the Commission's Consumer Services
4 Division or its successor within 30 days following the
5 effective date of this amendatory Act of the 95th General
6 Assembly and work with Staff to develop individualized
7 reporting requirements as to the call volume and
8 responsiveness of the call center.

9 On or before March 1 of every year, each entity shall
10 file a report with the Chief Clerk of the Commission for
11 the preceding calendar year on its answer time and abandon
12 call rate for its call center. A copy of the report shall
13 be sent to the Manager of the Consumer Services Division or
14 its successor;~~;~~

15 (6) by January 1, 2020 and every January 1 thereafter,
16 shall submit to the Commission and the Office of the
17 Attorney General the rates the alternative gas supplier
18 charged to residential customers in the prior year,
19 including each distinct rate charged and whether the rate
20 was a fixed or variable rate, the basis for the variable
21 rate, and any fees charged in addition to the supply rate,
22 including monthly fees, flat fees, or other service
23 charges; and

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

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

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

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

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

23 (B) The letter of agency shall be a separate
24 document (or an easily separable document containing
25 only the authorization language described in item (E)
26 of this paragraph (1)) whose sole purpose is to

1 authorize a natural gas provider change. The letter of
2 agency must be signed and dated by the customer
3 requesting the natural gas provider change.

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

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

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

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

24 (ii) the decision to change the natural gas
25 provider from the current provider to the
26 prospective alternative gas supplier;

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

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

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

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

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

1 separate from the alternative gas supplier or the
2 alternative gas supplier's marketing agent. Automated
3 third-party verification systems and 3-way conference
4 calls may be used for verification purposes so long as the
5 other requirements of this paragraph (2) are satisfied. An
6 alternative gas supplier or alternative gas supplier's
7 sales representative initiating a 3-way conference call or
8 a call through an automated verification system must drop
9 off the call once the 3-way connection has been
10 established. All third-party verification methods shall
11 elicit, 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 provided and the
22 material terms and conditions of the service being
23 offered, including whether any early termination fees
24 apply.

25 Third-party verifiers may not market the alternative
26 gas supplier's services by providing additional

1 information. All third-party verifications shall be
2 conducted in the same language that was used in the
3 underlying sales transaction and shall be recorded in their
4 entirety. Submitting alternative gas suppliers shall
5 maintain and preserve audio records of verification of
6 customer authorization for a minimum period of 2 years
7 after obtaining the verification. Automated systems must
8 provide customers with an option to speak with a live
9 person at any time during the call.

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

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

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

9 (A) the identity of the customer;

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

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

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

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

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

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

25 (5) In the event that a customer enrolls for service
26 from an alternative gas supplier via an Internet website,

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

8 (A) The Internet enrollment website shall, at a
9 minimum, include:

10 (i) a copy of the alternative gas supplier's
11 customer contract that clearly and conspicuously
12 discloses all terms and conditions; and

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

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

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

26 (D) The alternative gas supplier shall provide a

1 mechanism by which both the submission and receipt of
2 the electronic letter of agency are recorded by time
3 and date.

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

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

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

18 (d) Complaints may be filed with the Commission under this
19 Section by a customer whose natural gas service has been
20 provided by an alternative gas supplier in a manner not in
21 compliance with subsection (c) of this Section. If, after
22 notice and hearing, the Commission finds that an alternative
23 gas supplier has violated subsection (c), then the Commission
24 may in its discretion do any one or more of the following:

25 (1) Require the violating alternative gas supplier to
26 refund the customer charges collected in excess of those

1 that would have been charged by the customer's authorized
2 natural gas provider.

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

10 (3) Require the violating alternative gas supplier to
11 pay a fine of up to \$1,000 into the Public Utility Fund for
12 each 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 alternative gas supplier's certificate of
17 service authority.

18 (e) No alternative gas supplier shall:

19 (1) enter into or employ any arrangements which have
20 the effect of preventing any customer from having access to
21 the services of the gas utility in whose service area the
22 customer is located;

23 (2) charge customers for such access;

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

26 (4) bill for a disputed amount where the alternative

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

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

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

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

21 (3) include in any agreement a provision that obligates
22 a customer to the terms of the agreement if the customer
23 (i) moves outside the State of Illinois; (ii) moves to a
24 location without a transportation service program; or
25 (iii) moves to a location where the customer will not
26 require natural gas service, provided that nothing in this

1 subsection precludes an alternative gas supplier from
2 taking any action otherwise available to it to collect a
3 debt that arises out of service provided to the customer
4 before the customer moved; or

5 (4) assign the agreement to any alternative natural gas
6 supplier, unless:

7 (A) the supplier is an alternative gas supplier
8 certified by the Commission;

9 (B) the rates, terms, and conditions of the
10 agreement being assigned do not change during the
11 remainder of the time covered by the agreement;

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

15 (D) the supplier assigning the contract provides
16 contact information that a customer can use to resolve
17 a dispute.

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

21 (1) All ~~Any~~ marketing materials, including, but not
22 limited to, electronic marketing materials, in-person
23 solicitations, and telephone solicitations, ~~which make~~
24 statements concerning prices, terms, and conditions of
25 service shall contain information that adequately
26 discloses the prices, terms, and conditions of the products

1 or services and shall disclose the utility gas supply cost
2 rates per therm price available from the Illinois Commerce
3 Commission website applicable at the time the alternative
4 gas supplier is offering or selling the products or
5 services to the customer and shall disclose the date on
6 which the utility gas supply cost rates per therm became
7 effective and the date on which they will expire. All
8 marketing materials, including, but not limited to,
9 electronic marketing materials, in-person solicitations,
10 and telephone solicitations, shall include the following
11 statement:-

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

21 This paragraph (1) does not apply to goodwill or
22 institutional advertising.

23 (2) Before any customer is switched from another
24 supplier, the alternative gas supplier shall give the
25 customer written information that clearly and
26 conspicuously discloses, in plain language, the prices,

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

15 (3) The alternative gas supplier shall provide to the
16 customer:

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

23 (B) billing statements that clearly and
24 conspicuously discloses the name and contact
25 information for the alternative gas supplier;

26 (C) an additional statement, at least annually,

1 that adequately discloses the average monthly prices,
2 and the terms and conditions, of the products and
3 services sold to the customer; provided that this item
4 (g) (3) (C) does not apply to small commercial
5 customers;

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

13 (E) refunds, in a timely fashion, of all undisputed
14 overpayments upon the oral or written request of the
15 customer.

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

25 (5) Early Termination.

26 (A) Any agreement that contains an early

1 termination clause shall disclose the amount of the
2 early termination fee, provided that any early
3 termination fee or penalty shall not exceed \$50 total,
4 regardless of whether or not the agreement is a
5 multiyear agreement.

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

20 (6) Within 2 business days after electronic receipt of
21 a customer switch from the alternative gas supplier and
22 confirmation of eligibility, the gas utility shall provide
23 the customer written notice confirming the switch. The gas
24 utility shall not switch the service until 10 business days
25 after the date on the notice to the customer.

26 (7) The alternative gas supplier shall provide each

1 customer the opportunity to rescind its agreement without
2 penalty within 10 business days after the date on the gas
3 utility notice to the customer. The alternative gas
4 supplier shall disclose all of the following:

5 (A) that the gas utility shall send a notice
6 confirming the switch;

7 (B) that from the date the utility issues the
8 notice confirming the switch, the customer shall have
9 10 business days to rescind the switch without penalty;

10 (C) that the customer shall contact the gas utility
11 or the alternative gas supplier to rescind the switch;
12 and

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

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

17 (8) All in-person and telephone solicitations shall be
18 conducted in, translated into, and provided in a language
19 in which the consumer subject to the marketing or
20 solicitation is able to understand and communicate. An
21 alternative gas supplier shall terminate a solicitation if
22 the consumer subject to the marketing or communication is
23 unable to understand and communicate in the language in
24 which the marketing or solicitation is being conducted. An
25 alternative gas supplier shall comply with Section 2N of
26 the Consumer Fraud and Deceptive Business Practices Act.

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

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

6 (2) time period during which the offering will be
7 available; or

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

11 The alternative gas supplier shall file the terms and
12 conditions of such service offering including the applicable
13 limitations with the Commission prior to making the service
14 offering available to customers.

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

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

1 (220 ILCS 5/19-116 new)

2 Sec. 19-116. Alternative gas supplier utility assistance
3 recipient.

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

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

23 (c) An agreement entered into between an alternative gas
24 supplier and a customer in violation of this Section is void
25 and unenforceable. Before the gas utility executes a change in
26 a customer's natural gas supplier, other than a change pursuant

1 to a Commission-approved savings guarantee plan as described in
2 subsection (b), the gas utility shall confirm at the time of
3 the request whether its records indicate that the customer has
4 either received financial assistance from the Low Income Home
5 Energy Assistance Program within the previous 12 months, or, at
6 the time of enrollment is participating in the Percentage of
7 Income Payment Plan; and if so, shall reject such change
8 request. Absent willful or wanton misconduct, no gas utility
9 shall be held liable for any error in acting or failing to act
10 pursuant to this Section.

11 (220 ILCS 5/19-120)

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

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

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

24 (1) the alternative gas supplier has violated or is in
25 nonconformance with any applicable provisions of Section

1 19-110, 19-111, 19-112, or Section 19-115;

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

5 (3) the alternative gas supplier has violated or is in
6 nonconformance with the transportation services tariff of,
7 or any of its agreements relating to transportation
8 services with, the gas utility or municipal system
9 providing transportation services; or

10 (4) the alternative gas supplier has violated or failed
11 to comply with the requirements of Sections 8-201 through
12 8-207, 8-301, 8-505, or 8-507 of this Act as made
13 applicable to alternative gas suppliers.

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

18 (1) order an alternative gas supplier to cease and
19 desist, or correct, any violation of or nonconformance with
20 the provisions of Section 19-110, 19-111, 19-112, or
21 19-115;

22 (2) impose financial penalties for violations of or
23 nonconformances with the provisions of Section 19-110,
24 19-111, 19-112, or 19-115, not to exceed (i) \$10,000 per
25 occurrence or (ii) \$30,000 per day for those violations or
26 nonconformances which continue after the Commission issues

1 a cease-and-desist order; and

2 (3) alter, modify, revoke, or suspend the certificate
3 of service authority of an alternative gas supplier for
4 substantial or repeated violations of or nonconformances
5 with the provisions of Section 19-110, 19-111, 19-112, or
6 19-115.

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

11 (e) In addition to other powers and authority granted to it
12 under this Act, the Commission may require an alternative gas
13 supplier to enter into a compliance plan. If the Commission
14 comes into possession of information causing it to conclude
15 that an alternative gas supplier is violating this Act or the
16 Commission's rules, the Commission may, after notice and
17 hearing, enter an order directing the alternative gas supplier
18 to implement practices, procedures, oversight, or other
19 measures or refrain from practices, conduct, or activities as
20 the Commission finds is necessary or reasonable to ensure the
21 alternative gas supplier's compliance with this Act and the
22 Commission's rules. Failure by an alternative gas supplier to
23 implement or comply with a Commission-ordered compliance plan
24 is a violation of this Section. The Commission, in its
25 discretion, may order a compliance plan under such
26 circumstances as it considers warranted and is not required to

1 order a compliance plan prior to taking other enforcement
2 action against an alternative retail gas supplier. Nothing in
3 this subsection (e) shall be interpreted to limit the authority
4 or right of the Attorney General.

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

6 (220 ILCS 5/19-130)

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

17 On or before October 1 of each year, beginning in 2015, the
18 Director shall submit a report to the Commission, the General
19 Assembly, and the Governor, that includes, at a minimum, the
20 following information:

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

23 (2) a discussion of any identified barriers to the
24 development of competitive retail natural gas markets in
25 Illinois and proposed solutions to overcome identified

1 barriers; and

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

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

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

9 (220 ILCS 5/19-135)

10 Sec. 19-135. Single billing.

11 (a) It is the intent of the General Assembly that in any
12 service area where customers are able to choose their natural
13 gas supplier, a single billing option shall be offered to
14 customers for both the services provided by the alternative gas
15 supplier and the delivery services provided by the gas utility.
16 A gas utility shall file a tariff pursuant to Article IX of
17 this Act that allows alternative gas suppliers to issue single
18 bills to residential and small commercial customers for both
19 the services provided by the alternative gas supplier and the
20 delivery services provided by the gas utility to customers;
21 provided that if a form of single billing is being offered in a
22 gas utility's service area on the effective date of this
23 amendatory Act of the 92nd General Assembly, that form of
24 single billing shall remain in effect unless and until
25 otherwise ordered by the Commission.

1 (b) Every alternative gas supplier that issues a single
2 bill for delivery and supply shall include on the single bill
3 issued to a residential customer the current utility gas supply
4 cost rate per therm that would apply to the customer for the
5 billing period if the customer obtained supply from the
6 utility, including all fixed or monthly supply charges and
7 other charges, credits, or rates that are part of the gas
8 supply price.

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

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

20 (220 ILCS 5/20-110)

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

1 Development to oversee the Office. The Director shall have
2 authority to employ or otherwise retain at least 2
3 professionals dedicated to the task of actively seeking out
4 ways to promote retail competition in Illinois to benefit all
5 Illinois consumers.

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

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

20 On or before July 31 ~~June 30~~ of each year, the Director
21 shall submit a report to the Commission, the General Assembly,
22 and the Governor, that details specific accomplishments
23 achieved by the Office in the prior 12 months in promoting
24 retail electric competition and that suggests administrative
25 and legislative action necessary to promote further
26 improvements in retail electric competition. On or before July

1 31, 2021 and each year thereafter, the report shall include the
2 information submitted to the Commission pursuant to paragraph
3 (iii) of subsection (a) of Section 16-115A.

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

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

8 (815 ILCS 505/2EE)

9 Sec. 2EE. Alternative retail electric supplier ~~Electric~~
10 ~~service provider~~ selection.

11 (a) An alternative retail electric supplier ~~electric~~
12 ~~service provider~~ shall not submit or execute a change in a
13 consumer's ~~subscriber's~~ selection of a provider of electric
14 service unless and until:

15 (i) the alternative retail electric supplier ~~provider~~
16 first discloses all material terms and conditions of the
17 offer to the consumer ~~subscriber~~;

18 (ii) if the consumer is a small commercial retail
19 customer as that term is defined in subsection (c) of this
20 Section or a residential consumer, the alternative retail
21 electric supplier discloses the utility electric supply
22 price to compare, which shall be the sum of the electric
23 supply charge and the transmission services charge, and
24 shall not include the purchased electricity adjustment,

1 applicable at the time the offer is made to the consumer;

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

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

18 If applicable, the statement shall include the
19 following statement:

20 "The purchased electricity adjustment factor may
21 range between +.5 cents and -.5 cents per kilowatt
22 hour.";

23 (iv) the alternative retail electric supplier has
24 obtained the consumer's express agreement to accept the
25 offer after the disclosure of all material terms and
26 conditions of the offer; and

1 (v) the alternative retail electric supplier has
2 confirmed the request for a change in accordance with one
3 of the following procedures: ~~(ii) the provider has obtained~~
4 ~~the subscriber's express agreement to accept the offer~~
5 ~~after the disclosure of all material terms and conditions~~
6 ~~of the offer; and (iii) the provider has confirmed the~~
7 ~~request for a change in accordance with one of the~~
8 ~~following procedures:~~

9 (A) (a) The new alternative retail electric
10 supplier ~~electric service provider~~ has obtained the
11 consumer's ~~subscriber's~~ written or electronically
12 signed authorization in a form that meets the following
13 requirements:

14 (1) An alternative retail electric supplier
15 ~~electric service provider~~ shall obtain any
16 necessary written or electronically signed
17 authorization from a consumer ~~subscriber~~ for a
18 change in electric service by using a letter of
19 agency as specified in this Section. Any letter of
20 agency that does not conform with this Section is
21 invalid.

22 (2) The letter of agency shall be a separate
23 document (an easily separable document containing
24 only the authorization language described in
25 subparagraph (5) ~~(a)(5) of this Section~~) whose
26 sole purpose is to authorize an electric service

1 provider change. The letter of agency must be
2 signed and dated by the consumer ~~subscriber~~
3 requesting the electric service provider change.

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

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

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

25 (i) The consumer's ~~subscriber's~~ billing
26 name and address;

1 (ii) The decision to change the electric
2 service provider from the current provider to
3 the prospective provider;

4 (iii) The terms, conditions, and nature of
5 the service to be provided to the consumer
6 ~~subscriber~~ must be clearly and conspicuously
7 disclosed, in writing, and an alternative
8 retail electric supplier ~~electric service~~
9 ~~provider~~ must directly establish the rates for
10 the service contracted for by the consumer
11 ~~subscriber~~; and

12 (iv) That the consumer ~~subscriber~~
13 understand that any alternative retail
14 electric supplier ~~electric service provider~~
15 selection the consumer ~~subscriber~~ chooses may
16 involve a charge to the consumer ~~subscriber~~ for
17 changing the consumer's ~~subscriber's~~ electric
18 service provider.

19 (6) Letters of agency shall not suggest or
20 require that a consumer ~~subscriber~~ take some
21 action in order to retain the consumer's
22 ~~subscriber's~~ current electric service provider.

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

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

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

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

22 All third-party verification methods shall elicit,
23 at a minimum, the following information: (i) the
24 identity of the consumer ~~subscriber~~; (ii) confirmation
25 that the person on the call is the account holder, has
26 been specifically and explicitly authorized by the

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

14 All third-party verifications shall be conducted
15 in the same language that was used in the underlying
16 sales transaction and shall be recorded in their
17 entirety. Submitting suppliers shall maintain and
18 preserve audio records of verification of subscriber
19 authorization for a minimum period of 2 years after
20 obtaining the verification. Automated systems must
21 provide consumers with an option to speak with a live
22 person at any time during the call. Each disclosure
23 made during the third-party verification must be made
24 individually to obtain clear acknowledgment of each
25 disclosure. The alternative retail electric supplier
26 must be in a location where he or she cannot hear the

1 customer while the third-party verification is
2 conducted. The alternative retail electric supplier
3 shall not contact the customer after the third-party
4 verification for a period of 24 hours unless the
5 customer initiates the contact.

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

14 (1) the identity of the customer ~~subscriber~~;

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

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

19 (4) the names of the suppliers affected by the
20 change;

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

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

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

4 (b) (1) An alternative retail electric supplier shall not
5 utilize the name of a public utility in any manner that is
6 deceptive or misleading, including, but not limited to implying
7 or otherwise leading a consumer to believe that an alternative
8 retail electric supplier is soliciting on behalf of or is an
9 agent of a utility. An alternative retail electric supplier
10 shall not utilize the name, or any other identifying insignia,
11 graphics, or wording that has been used at any time to
12 represent a public utility company or its services, to
13 identify, label, or define any of its electric power and energy
14 service offers. An alternative retail electric supplier may
15 state the name of a public electric utility in order to
16 accurately describe the electric utility service territories
17 in which the supplier is currently offering an electric power
18 and energy service. An alternative retail electric supplier
19 that is the affiliate of an Illinois public utility and that
20 was doing business in Illinois providing alternative retail
21 electric service on January 1, 2016 may continue to use that
22 public utility's name, logo, identifying insignia, graphics,
23 or wording in its business operations occurring outside the
24 service territory of the public utility with which it is
25 affiliated.

26 (2) An alternative retail electric supplier shall not state

1 or otherwise imply that the alternative retail electric
2 supplier is employed by, representing, endorsed by, or acting
3 on behalf of a utility or utility program, a consumer group or
4 consumer group program, or a governmental body, unless the
5 alternative retail electric supplier has entered into a
6 contractual arrangement with the governmental body and has been
7 authorized by the governmental body to make the statements.

8 (c) An alternative retail electric supplier shall not
9 submit or execute a change in a consumer's selection of a
10 provider of electric service unless the alternative retail
11 electric supplier complies with the following requirements of
12 this subsection (c). It is a violation of this Section for an
13 alternative retail electric supplier to fail to comply with
14 this subsection (c). The requirements of this subsection (c)
15 shall only apply to residential and small commercial retail
16 customers. For purposes of this subsection (c) only, "small
17 commercial retail customer" has the meaning given to that term
18 in Section 16-102 of the Public Utilities Act.

19 (1) During a solicitation an alternative retail
20 electric supplier shall state that he or represents an
21 independent seller of electric power and energy service
22 certified by the Illinois Commerce Commission and that he
23 or she is not employed by, representing, endorsed by, or
24 acting on behalf of, a utility, or a utility program, a
25 consumer group or consumer group program, or a governmental
26 body, unless the alternative retail electric supplier has

1 entered into a contractual arrangement with the
2 governmental body and has been authorized with the
3 governmental body to make the statements.

4 (2) Alternative retail electric suppliers who engage
5 in in-person solicitation for the purpose of selling
6 electric power and energy service offered by the
7 alternative retail electric supplier shall display
8 identification on an outer garment. This identification
9 shall be visible at all times and prominently display the
10 following: (i) the alternative retail electric supplier
11 agent's full name in reasonable size font; (ii) an agent
12 identification number; (iii) a photograph of the
13 alternative retail electric supplier agent; and (iv) the
14 trade name and logo of the alternative retail electric
15 supplier the agent is representing. If the agent is selling
16 electric power and energy services from multiple
17 alternative retail electric suppliers to the consumer, the
18 identification shall display the trade name and logo of the
19 agent, broker, or consultant entity as that entity is
20 defined in Section 16-115C of the Public Utilities Act. An
21 alternative retail electric supplier shall leave the
22 premises at the consumer's, owner's, or occupant's
23 request. A copy of the Uniform Disclosure Statement
24 described in 83 Ill. Adm. Code 412.115 and 412.Appendix A
25 is to be left with the consumer, at the conclusion of the
26 visit unless the consumer refuses to accept a copy. An

1 alternative retail electric supplier may provide the
2 Uniform Disclosure Statement electronically instead of in
3 paper form to a consumer upon that customer's request. The
4 alternative retail electric supplier shall also offer to
5 the consumer, at the time of the initiation of the
6 solicitation, a business card or other material that lists
7 the agent's name, identification number and title, and the
8 alternative retail electric supplier's name and contact
9 information, including phone number. The alternative
10 retail electric supplier shall not conduct any in-person
11 solicitations of consumers at any building or premises
12 where any sign, notice, or declaration of any description
13 whatsoever is posted that prohibits sales, marketing, or
14 solicitations. The alternative retail electric supplier
15 shall obtain consent to enter multi-unit residential
16 dwellings. Consent obtained to enter a multi-unit dwelling
17 from one prospective customer or occupant of the dwelling
18 shall not constitute consent to market to any other
19 prospective consumers without separate consent.

20 (3) An alternative retail electric supplier who
21 contacts consumers by telephone for the purpose of selling
22 electric power and energy service shall provide the agent's
23 name and identification number. Any telemarketing
24 solicitations that lead to a telephone enrollment of a
25 consumer must be recorded and retained for a minimum of 2
26 years. All telemarketing calls of consumers that do not

1 lead to a telephone enrollment, but last at least 2
2 minutes, shall be recorded and retained for a minimum of 6
3 months.

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

18 (5) If a direct mail solicitation to a consumer
19 includes a written letter of agency, it shall include the
20 Uniform Disclosure Statement described in 83 Ill. Adm. Code
21 412.115 and 412.Appendix A. The Uniform Disclosure
22 Statement shall be provided on a separate page from the
23 other marketing materials included in the direct mail
24 solicitation. If a written letter of agency is being used
25 to authorize a consumer's enrollment, the written letter of
26 agency shall comply with this Section. A copy of the

1 contract must be sent to consumer within 3 business days
2 after the electric utility's confirmation to the
3 alternative retail electric supplier of an accepted
4 enrollment.

5 (6) Online Solicitation.

6 (A) Each alternative retail electric supplier
7 offering electric power and energy service to
8 consumers online shall clearly and conspicuously make
9 all disclosures for any services offered through
10 online enrollment before requiring the consumer to
11 enter any personal information other than zip code,
12 electric utility service territory, or type of service
13 sought.

14 (B) Notwithstanding any requirements in this
15 Section to the contrary, an alternative retail
16 electric supplier may secure consent from the consumer
17 to obtain customer-specific billing and usage
18 information for the sole purpose of determining and
19 pricing a product through a letter of agency or method
20 approved through an Illinois Commerce Commission
21 docket before making all disclosure for services
22 offered through online enrollment. It is a violation of
23 this Act for an alternative retail electric supplier to
24 use a consumer's utility account number to execute or
25 change a consumer's enrollment unless the consumer
26 expressly consents to that enrollment as required by

1 law.

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

14 (7) (A) Beginning January 1, 2020, an alternative
15 retail electric supplier shall not sell or offer to sell
16 any products or services to a consumer pursuant to a
17 contract in which the contract automatically renews,
18 unless an alternative retail electric supplier provides to
19 the consumer at the outset of the offer, in addition to
20 other disclosures required by law, a separate written
21 statement titled "Automatic Contract Renewal" that clearly
22 and conspicuously discloses in bold lettering in at least
23 12-point font the terms and conditions of the automatic
24 contract renewal provision, including: (i) the estimated
25 bill cycle on which the initial contract term expires and a
26 statement that it could be later based on when the utility

1 accepts the initial enrollment; (ii) the estimated bill
2 cycle on which the new contract term begins and a statement
3 that it will immediately follow the last billing cycle of
4 the current term; (iii) the procedure to terminate the
5 contract before the new contract term applies; and (iv) the
6 cancellation procedure. If the alternative retail electric
7 supplier sells or offers to sell the products or services
8 to a consumer during an in-person solicitation or
9 telemarketing solicitation, the disclosures described in
10 this subparagraph (A) shall also be made to the consumer
11 verbally during the solicitation. Nothing in this
12 subparagraph (A) shall be construed to apply to contracts
13 entered into before January 1, 2020.

14 (B) At least 30 days before, but not more than 60
15 days prior, to the end of the initial contract term, in
16 any and all contracts that automatically renew after
17 the initial term, the alternative retail electric
18 supplier shall send, in addition to other disclosures
19 required by law, a separate written notice of the
20 contract renewal to the consumer that clearly and
21 conspicuously discloses the following:

22 (i) a statement printed or visible from the
23 outside of the envelope or in the subject line of
24 the email, if the customer has agreed to receive
25 official documents by email, that states "Contract
26 Renewal Notice";

1 (ii) a statement in bold lettering, in at least
2 12-point font, that the contract will
3 automatically renew unless the customer cancels
4 it;

5 (iii) the billing cycle in which service under
6 the current term will expire;

7 (iv) the billing cycle in which service under
8 the new term will begin;

9 (v) the process and options available to the
10 consumer to reject the new contract terms;

11 (vi) the cancellation process if the
12 consumer's contract automatically renews before
13 the consumer rejects the new contract terms;

14 (vii) the terms and conditions of the new
15 contract term;

16 (viii) for a fixed rate contract, a
17 side-by-side comparison of the current price and
18 the new price; for a variable rate contract or
19 time-of-use product in which the first month's
20 renewal price can be determined, a side-by-side
21 comparison of the current price and the price for
22 the first month of the new variable or time-of-use
23 price; or for a variable or time-of-use contract
24 based on a publicly available index, a
25 side-by-side comparison of the current formula and
26 the new formula; and

1 (ix) the phone number and email address to
2 submit a consumer inquiry or complaint to the
3 Illinois Commerce Commission and the Office of the
4 Attorney General.

5 (C) An alternative retail electric supplier shall
6 not automatically renew a consumer's enrollment after
7 the current term of the contract expires when the
8 current term of the contract provides that the consumer
9 will be charged a fixed rate and the renewed contract
10 provides that the consumer will be charged a variable
11 rate, unless: (i) the alternative retail electric
12 supplier complies with subparagraphs (A) and (B); and
13 (ii) the customer expressly consents to the contract
14 renewal in writing or by electronic signature at least
15 30 days, but no more than 60 days, before the contract
16 expires.

17 (D) This paragraph (7) does not apply to customers
18 enrolled in a municipal aggregation program pursuant
19 to Section 1-92 of the Illinois Power Agency Act.

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

1 the language in which the marketing or solicitation is
2 being conducted. An alternative retail electric supplier
3 shall comply with Section 2N of this Act.

4 (9) Beginning January 1, 2020, consumers shall have the
5 right to terminate their contract with the alternative
6 retail electric supplier at any time without any
7 termination fees or penalties.

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

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

24 (1) Require the violating alternative retail electric
25 supplier ~~electric service provider~~ to refund to the
26 consumer ~~subscriber~~ charges collected in excess of those

1 that would have been charged by the consumer's ~~subscriber's~~
2 authorized electric service provider.

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

13 (3) Require the violating alternative retail electric
14 supplier ~~subscriber~~ to pay a fine of up to \$1,000 into the
15 Public Utility Fund for each repeated and intentional
16 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 retail electric supplier's
21 ~~provider's~~ certificate of service authority.

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

23 "Electric, ~~"electric~~ service provider" shall have the
24 meaning given that phrase in Section 6.5 of the Attorney
25 General Act.

26 "Alternative retail electric supplier" has the meaning

1 given to that term in Section 16-102 of the Public Utilities
2 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.

14 (c) Solicitation.

15 (1) An alternative gas supplier shall not utilize the
16 name of a public utility in any manner that is deceptive or
17 misleading, including, but not limited to, implying or
18 otherwise leading a customer to believe that an alternative
19 gas supplier is soliciting on behalf of or is an agent of a
20 utility. An alternative gas supplier shall not utilize the
21 name, or any other identifying insignia, graphics, or
22 wording, that has been used at any time to represent a
23 public utility company or its services or to identify,
24 label, or define any of its natural gas supply offers and
25 shall not misrepresent the affiliation of any alternative

1 supplier with the gas utility, governmental bodies, or
2 consumer groups.

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

7 (2.3) An alternative gas supplier shall state that it
8 represents an independent seller of gas certified by the
9 Illinois Commerce Commission and that he or she is not
10 employed by, representing, endorsed by, or acting on behalf
11 of a utility, or a utility program.

12 (2.5) All in-person and telephone solicitations shall
13 be conducted in, translated into, and provided in a
14 language in which the consumer subject to the marketing or
15 solicitation is able to understand and communicate. An
16 alternative gas supplier shall terminate a solicitation if
17 the consumer subject to the marketing or communication is
18 unable to understand and communicate in the language in
19 which the marketing or solicitation is being conducted. An
20 alternative gas supplier shall comply with Section 2N of
21 this Act.

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

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

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

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

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

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

16 (F) the amount of the early termination fee, if
17 any; ~~and~~.

18 (G) the utility gas supply cost rates per therm
19 price available from the Illinois Commerce Commission
20 website applicable at the time the alternative gas
21 supplier is offering or selling the products or
22 services to the customer and shall disclose the
23 following statement:

24 "(Name of the alternative gas supplier) is not the
25 same entity as your gas delivery company. You are not
26 required to enroll with (name of alternative retail gas

1 supplier). Beginning on (effective date), the utility
2 gas supply cost rate per therm is (cost). The utility
3 gas supply cost will expire on (expiration date). For
4 more information go to the Illinois Commerce
5 Commission's free website at
6 www.icc.illinois.gov/ags/consumereducation.aspx."

7 (4) Except as provided in paragraph (5) of this
8 subsection (c), an alternative gas supplier shall send the
9 information described in paragraph (3) of this subsection
10 (c) to all customers within one business day of the
11 authorization of a switch.

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

17 (d) Customer Authorization. An alternative gas supplier
18 shall not submit or execute a change in a customer's selection
19 of a natural gas provider unless and until (i) the alternative
20 gas supplier first discloses all material terms and conditions
21 of the offer to the customer; (ii) the alternative gas supplier
22 has obtained the customer's express agreement to accept the
23 offer after the disclosure of all material terms and conditions
24 of the offer; and (iii) the alternative gas supplier has
25 confirmed the request for a change in accordance with one of
26 the following procedures:

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

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

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

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

19 (D) Notwithstanding items (A) and (B) of this
20 paragraph (1), the letter of agency may be combined
21 with checks that contain only the required letter of
22 agency language prescribed in item (E) of this
23 paragraph (1) and the necessary information to make the
24 check a negotiable instrument. The letter of agency
25 check shall not contain any promotional language or
26 material. The letter of agency check shall contain in

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

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

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

11 (ii) the decision to change the natural gas
12 provider from the current provider to the
13 prospective alternative gas supplier;

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

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

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

25 (G) If any portion of a letter of agency is
26 translated into another language, then all portions of

1 the letter of agency must be translated into that
2 language.

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

25 (A) the identity of the customer;

26 (B) confirmation that the person on the call is

1 authorized to make the provider change;

2 (C) confirmation that the person on the call wants
3 to make the provider change;

4 (D) the names of the providers affected by the
5 change;

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

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

12 Third-party verifiers may not market the alternative
13 gas supplier's services. All third-party verifications
14 shall be conducted in the same language that was used in
15 the underlying sales transaction and shall be recorded in
16 their entirety. Submitting alternative gas suppliers shall
17 maintain and preserve audio records of verification of
18 customer authorization for a minimum period of 2 years
19 after obtaining the verification. Automated systems must
20 provide customers with an option to speak with a live
21 person at any time during the call. Each disclosure made
22 during the third-party verification must be made
23 individually to obtain clear acknowledgment of each
24 disclosure. The alternative gas supplier must be in a
25 location where he or she cannot hear the customer while the
26 third-party verification is conducted. The alternative gas

1 supplier shall not contact the customer after the
2 third-party verification for a period of 24 hours unless
3 the customer initiates the contact.

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

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

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

23 (A) the identity of the customer;

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

26 (C) confirmation that the person on the call wants

1 to make the provider change;

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

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

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

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

13 (5) In the event that a customer enrolls for service
14 from an alternative gas supplier via an Internet website,
15 the alternative gas supplier shall obtain an
16 electronically signed letter of agency in accordance with
17 paragraph (1) of this subsection (d) and any customer
18 information shall be protected in accordance with all
19 applicable statutes and rules. In addition, an alternative
20 gas supplier shall provide the following when marketing via
21 an Internet website:

22 (A) The Internet enrollment website shall, at a
23 minimum, include:

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

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

3 (B) Any electronic version of the contract shall be
4 identified by version number, in order to ensure the
5 ability to verify the particular contract to which the
6 customer assents.

7 (C) Throughout the duration of the alternative gas
8 supplier's contract with a customer, the alternative
9 gas supplier shall retain and, within 3 business days
10 of the customer's request, provide to the customer an
11 e-mail, paper, or facsimile of the terms and conditions
12 of the numbered contract version to which the customer
13 assents.

14 (D) The alternative gas supplier shall provide a
15 mechanism by which both the submission and receipt of
16 the electronic letter of agency are recorded by time
17 and date.

18 (E) After the customer completes the electronic
19 letter of agency, the alternative gas supplier shall
20 disclose conspicuously through its website that the
21 customer has been enrolled and the alternative gas
22 supplier shall provide the customer an enrollment
23 confirmation number.

24 (6) When a customer is solicited in person by the
25 alternative gas supplier's sales agent, the alternative
26 gas supplier may only obtain the customer's authorization

1 to change natural gas service through the method provided
2 for in paragraph (2) of this subsection (d).

3 Alternative gas suppliers must be in compliance with the
4 provisions of this subsection (d) within 90 days after the
5 effective date of this amendatory Act of the 95th General
6 Assembly.

7 (e) Early Termination.

8 (1) Beginning January 1, 2020, consumers shall have the
9 right to terminate their contract with an alternative gas
10 supplier at any time without any termination fees or
11 penalties. ~~Any agreement that contains an early~~
12 ~~termination clause shall disclose the amount of the early~~
13 ~~termination fee, provided that any early termination fee or~~
14 ~~penalty shall not exceed \$50 total, regardless of whether~~
15 ~~or not the agreement is a multiyear agreement.~~

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

25 (f) The alternative gas supplier shall provide each
26 customer the opportunity to rescind its agreement without

1 penalty within 10 business days after the date on the gas
2 utility notice to the customer. The alternative gas supplier
3 shall disclose to the customer all of the following:

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

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

9 (3) that the customer may contact the gas utility or
10 the alternative gas supplier to rescind the switch within
11 10 business days; and

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

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

17 (f-5) (1) Beginning January 1, 2020, an alternative gas
18 supplier shall not sell or offer to sell any products or
19 services to a consumer pursuant to a contract in which the
20 contract automatically renews, unless an alternative gas
21 supplier provides to the consumer at the outset of the
22 offer, in addition to other disclosures required by law, a
23 separate written statement titled "Automatic Contract
24 Renewal" that clearly and conspicuously discloses in bold
25 lettering in at least 12-point font the terms and
26 conditions of the automatic contract renewal provision,

1 including: (i) the estimated bill cycle on which the
2 initial contract term expires and a statement that it could
3 be later based on when the utility accepts the initial
4 enrollment; (ii) the estimated bill cycle on which the new
5 contract term begins and a statement that it will
6 immediately follow the last billing cycle of the current
7 term; (iii) the procedure to terminate the contract before
8 the new contract term applies; and (iv) the cancellation
9 procedure. If the alternative gas supplier sells or offers
10 to sell the products or services to a consumer during an
11 in-person solicitation or telemarketing solicitation, the
12 disclosures described in this paragraph (1) shall also be
13 made to the consumer verbally during the solicitation.
14 Nothing in this paragraph (1) shall be construed to apply
15 to contracts entered into before January 1, 2020.

16 (2) At least 30 days before, but not more than 60 days
17 prior, to the end of the initial contract term, in any and
18 all contracts that automatically renew after the initial
19 term, the alternative gas supplier shall send, in addition
20 to other disclosures required by law, a separate written
21 notice of the contract renewal to the consumer that clearly
22 and conspicuously discloses the following:

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

1 (B) a statement in bold lettering, in at least
2 12-point font, that the contract will automatically
3 renew unless the customer cancels it;

4 (C) the billing cycle in which service under the
5 current term will expire;

6 (D) the billing cycle in which service under the
7 new term will begin;

8 (E) the process and options available to the
9 consumer to reject the new contract terms;

10 (F) the cancellation process if the consumer's
11 contract automatically renews before the consumer
12 rejects the new contract terms;

13 (G) the terms and conditions of the new contract
14 term;

15 (H) for a fixed rate or flat bill contract, a
16 side-by-side comparison of the current fixed rate or
17 flat bill to the new fixed rate or flat bill; for a
18 variable rate contract or time-of-use product in which
19 the first month's renewal price can be determined, a
20 side-by-side comparison of the current price and the
21 price for the first month of the new variable or
22 time-of-use price; or for a variable or time-of-use
23 contract based on a publicly available index, a
24 side-by-side comparison of the current formula and the
25 new formula; and

26 (I) the phone number and email address to submit a

1 consumer inquiry or complaint to the Illinois Commerce
2 Commission and the Office of the Attorney General.

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

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

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

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