



Sen. Bill Cunningham

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10200SB1605sam001

LRB102 14743 SPS 25497 a

1 AMENDMENT TO SENATE BILL 1605

2 AMENDMENT NO. \_\_\_\_\_. Amend Senate Bill 1605 by replacing  
3 everything after the enacting clause with the following:

4 "Section 5. The Public Utilities Act is amended by  
5 changing Section 16-122 as follows:

6 (220 ILCS 5/16-122)

7 Sec. 16-122. Customer information.

8 (a) Upon the request of a retail customer, or a person who  
9 presents verifiable authorization and is acting as the  
10 customer's agent, and payment of a reasonable fee, electric  
11 utilities shall provide to the customer or its authorized  
12 agent the customer's billing and usage data.

13 (b) Upon request from any alternative retail electric  
14 supplier and payment of a reasonable fee, an electric utility  
15 serving retail customers in its service area shall make  
16 available generic information concerning the usage, load shape

1 curve or other general characteristics of customers by rate  
2 classification. Provided however, no customer specific  
3 billing, usage or load shape data shall be provided under this  
4 subsection unless authorization to provide such information is  
5 provided by the customer pursuant to subsection (a) of this  
6 Section.

7 Notwithstanding the requirements of this Section or  
8 subsection (d) of Section 16-108.6, if an alternative retail  
9 electric supplier warrants to an electric utility serving more  
10 than 500,000 retail customers that the alternative retail  
11 electric supplier's customer has provided consent as described  
12 in subsection (e) of Section 2EE of the Consumer Fraud and  
13 Deceptive Business Practices Act, then until either the  
14 customer contacts the alternative retail electric supplier to  
15 opt out or the customer is no longer served by the alternative  
16 retail electric supplier:

17 (1) An electric utility serving more than 500,000  
18 retail customers shall electronically transmit interval  
19 meter usage data at the end of each monthly billing period  
20 for each residential retail customer for which the  
21 alternative retail electric supplier is providing electric  
22 power and energy supply service, for which the alternative  
23 retail electric supplier has requested such information,  
24 and for which the electric utility meters the residential  
25 customer using automated metering infrastructure  
26 equipment. Such data transmission shall occur no later

1 than one business day after the electric utility serving  
2 more than 500,000 retail customers validates the interval  
3 meter usage data with the monthly billing period for such  
4 residential retail customer through an electronic data  
5 interchange or secure interface. The interval meter usage  
6 data shall be provided at a minimum on an hourly basis, or  
7 on a 30-minute or 15-minute basis, if available. In  
8 addition, the electric utility shall, not later than the  
9 following day, provide unverified interval data through an  
10 electronic data interchange or secure interface for which  
11 the alternative retail electric supplier has requested  
12 such information. The same processes shall apply for  
13 non-residential retail customers.

14 (2) An electric utility serving more than 500,000  
15 retail customers shall submit tariffs to the Commission  
16 for approval within 120 days after the effective date of  
17 this amendatory Act of the 102nd General Assembly, if  
18 necessary, to meet the minimum requirements of paragraph  
19 (1) of this subsection (b).

20 (3) Nothing prohibits the Commission on its own motion  
21 or upon petition by any party, after notice and hearing,  
22 to order such electric utility serving more than 500,000  
23 retail customers to provide interval meter usage data on a  
24 shorter interval basis more rapidly after collection by  
25 the electric utility or make other changes if such changes  
26 exceed the minimum requirements of paragraph (1) of this

1 subsection (b). Nothing in this amendatory Act of the  
2 102nd General Assembly prohibits such utility from time to  
3 time proposing new tariffs pursuant to Article IX of this  
4 Act to the extent such tariffs are consistent with the  
5 requirements of this amendatory Act of the 102nd General  
6 Assembly. Nothing in this amendatory Act of the 102nd  
7 General Assembly shall require such electric utility to  
8 alter its tariffs or practices to the extent that they:  
9 (i) provide interval data with shorter intervals; (ii)  
10 provide interval data more frequently than monthly; or  
11 (iii) provide other enhancements beyond the minimum  
12 standards required by paragraph (1) of this subsection  
13 (b).

14 (4) An alternative retail electric supplier shall use  
15 such interval meter usage data for the development,  
16 marketing, and provision of current and future products  
17 and services to enable such customers to more easily and  
18 effectively manage their energy consumption, including,  
19 but not limited to, time-of-use pricing, demand response,  
20 energy efficiency or management, vehicle electrification,  
21 on-site or community generation, or any other  
22 electricity-related products or services or as otherwise  
23 authorized by the Commission.

24 (5) An alternative retail electric supplier and its  
25 affiliates and contracted third parties shall be  
26 prohibited from selling such information to a third party

1       for any purpose or licensing or disclosing such  
2       information to a third party to the extent not otherwise  
3       authorized by law or the Commission.

4       (6) Nothing shall prohibit an electric utility serving  
5       more than 500,000 retail customers from utilizing interval  
6       meter usage data for the development or marketing of  
7       time-of-use development or marketing of time-of-use supply  
8       rates and programs approved by the Commission.

9       (c) Upon request from a unit of local government and  
10      payment of a reasonable fee, an electric utility shall make  
11      available information concerning the usage, load shape curves,  
12      and other characteristics of customers by customer  
13      classification and location within the boundaries of the unit  
14      of local government, however, no customer specific billing,  
15      usage, or load shape data shall be provided under this  
16      subsection unless authorization to provide that information is  
17      provided by the customer.

18      (d) All such customer information shall be made available  
19      in a timely fashion in an electronic format, if available.

20      (Source: P.A. 92-585, eff. 6-26-02.)

21           Section 10. The Consumer Fraud and Deceptive Business  
22      Practices Act is amended by changing Section 2EE as follows:

23           (815 ILCS 505/2EE)

24           Sec. 2EE. Alternative retail electric supplier selection.

1           (a) An alternative retail electric supplier shall not  
2 submit or execute a change in a consumer's selection of a  
3 provider of electric service unless and until:

4           (i) the alternative retail electric supplier first  
5 discloses all material terms and conditions of the offer  
6 to the consumer;

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

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

19           "(Name of the alternative retail electric  
20 supplier) is not the same entity as your electric  
21 delivery company. You are not required to enroll with  
22 (name of alternative retail electric supplier). As of  
23 (effective date), the electric supply price to compare  
24 is currently (price in cents per kilowatt hour). The  
25 electric utility electric supply price will expire on  
26 (expiration date). The utility electric supply price

1 to compare does not include the purchased electricity  
2 adjustment factor. For more information go to the  
3 Illinois Commerce Commission's free website at  
4 [www.pluginillinois.org](http://www.pluginillinois.org)."

5 If applicable, the statement shall include the  
6 following statement:

7 "The purchased electricity adjustment factor may  
8 range between +.5 cents and -.5 cents per kilowatt  
9 hour.";

10 (iv) the alternative retail electric supplier has  
11 obtained the consumer's express agreement to accept the  
12 offer after the disclosure of all material terms and  
13 conditions of the offer; and

14 (v) the alternative retail electric supplier has  
15 confirmed the request for a change in accordance with one  
16 of the following procedures:

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

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

1           this Section is invalid.

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

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

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

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



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

4 (i) The consumer's billing name and  
5 address;

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

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

16 (iv) That the consumer understand that any  
17 alternative retail electric supplier selection  
18 the consumer chooses may involve a charge to  
19 the consumer for changing the consumer's  
20 electric service provider.

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

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

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

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

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

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

24 All third-party verification methods shall elicit,  
25 at a minimum, the following information: (i) the  
26 identity of the consumer; (ii) confirmation that the

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

16 All third-party verifications shall be conducted  
17 in the same language that was used in the underlying  
18 sales transaction and shall be recorded in their  
19 entirety. Submitting suppliers shall maintain and  
20 preserve audio records of verification of subscriber  
21 authorization for a minimum period of 2 years after  
22 obtaining the verification. Automated systems must  
23 provide consumers with an option to speak with a live  
24 person at any time during the call. Each disclosure  
25 made during the third-party verification must be made  
26 individually to obtain clear acknowledgment of each

1 disclosure. The alternative retail electric supplier  
2 must be in a location where he or she cannot hear the  
3 customer while the third-party verification is  
4 conducted. The alternative retail electric supplier  
5 shall not contact the customer after the third-party  
6 verification for a period of 24 hours unless the  
7 customer initiates the contact.

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

15 (1) the identity of the customer;

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

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

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

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

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

1                    termination fees apply.

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

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

1           (2) An alternative retail electric supplier shall not  
2 state or otherwise imply that the alternative retail electric  
3 supplier is employed by, representing, endorsed by, or acting  
4 on behalf of a utility or utility program, a consumer group or  
5 consumer group program, or a governmental body, unless the  
6 alternative retail electric supplier has entered into a  
7 contractual arrangement with the governmental body and has  
8 been authorized by the governmental body to make the  
9 statements.

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

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

1 consumer group or consumer group program, or a  
2 governmental body, unless the alternative retail electric  
3 supplier has entered into a contractual arrangement with  
4 the governmental body and has been authorized with the  
5 governmental body to make the statements.

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

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

22 (3) An alternative retail electric supplier who  
23 contacts consumers by telephone for the purpose of selling  
24 electric power and energy service shall provide the  
25 agent's name and identification number. Any telemarketing  
26 solicitations that lead to a telephone enrollment of a



1 consumer must be recorded and retained for a minimum of 2  
2 years. All telemarketing calls of consumers that do not  
3 lead to a telephone enrollment, but last at least 2  
4 minutes, shall be recorded and retained for a minimum of 6  
5 months.

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

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

1 to authorize a consumer's enrollment, the written letter  
2 of agency shall comply with this Section. A copy of the  
3 contract must be sent to consumer within 3 business days  
4 after the electric utility's confirmation to the  
5 alternative retail electric supplier of an accepted  
6 enrollment.

7 (6) Online Solicitation.

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

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

1 execute or change a consumer's enrollment unless the  
2 consumer expressly consents to that enrollment as  
3 required by law.

4 (C) The enrollment website of the alternative  
5 retail electric supplier shall, at a minimum, include:

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

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

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

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

24 (i) a statement printed or visible from the  
25 outside of the envelope or in the subject line of  
26 the email, if the customer has agreed to receive

1 official documents by email, that states "Contract  
2 Renewal Notice";

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

7 (iii) the billing cycle in which service under  
8 the current term will expire;

9 (iv) the billing cycle in which service under  
10 the new term will begin;

11 (v) the process and options available to the  
12 consumer to reject the new contract terms;

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

16 (vii) the terms and conditions of the new  
17 contract term;

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

1 side-by-side comparison of the current formula and  
2 the new formula; and

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

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

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

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

1 solicitation if the consumer subject to the marketing or  
2 communication is unable to understand and communicate in  
3 the language in which the marketing or solicitation is  
4 being conducted. An alternative retail electric supplier  
5 shall comply with Section 2N of this Act.

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

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

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

25 (1) Require the violating alternative retail electric  
26 supplier to refund to the consumer charges collected in

1 excess of those that would have been charged by the  
2 consumer's authorized electric service provider.

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

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

15 (4) Issue a cease and desist order.

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

20 (e)(1) An alternative retail electric supplier shall not  
21 warrant that it has a residential customer or small commercial  
22 retail customer's consent to access interval meter usage data  
23 pursuant to subsection (b) of Section 16-122 of the Public  
24 Utilities Act unless the alternative retail electric supplier  
25 provides to the consumer at the outset of the offer, in  
26 addition to other disclosures required by law, a separate



1 written statement titled "Interval Data Access Opt-Out" that  
2 clearly and conspicuously discloses in bold lettering in at  
3 least 12-point font: (i) the identity of the alternative  
4 retail electric supplier; (ii) that the alternative retail  
5 electric supplier seeks access to the customer's interval  
6 meter usage data; and (iii) the toll-free number of the  
7 customer's alternative retail electric supplier to opt out of  
8 providing interval meter usage data.

9 (2) For contracts entered into prior to the effective date  
10 of this amendatory Act of the 102nd General Assembly, the  
11 alternative retail electric supplier shall not warrant that it  
12 has obtained a residential customer's or small commercial  
13 retail customer's consent pursuant to subsection (b) of  
14 Section 16-122 of the Public Utilities Act until 30 days after  
15 notice to a current residential customer, in the manner for  
16 providing notices prescribed by the contract between the  
17 alternative retail electric supplier, that clearly and  
18 conspicuously discloses in bold lettering in at least 12-point  
19 font: (i) the identity of the alternative retail electric  
20 supplier; (ii) that the alternative retail electric supplier  
21 seeks access to the customer's interval meter usage data; and  
22 (iii) the toll-free number of the customer's alternative  
23 retail electric supplier to opt out of providing interval  
24 meter usage data.

25 (3) An alternative retail electric supplier shall not  
26 warrant that it has a non-residential customer's (other than a

1 small commercial retail customer's) consent to access interval  
2 meter usage data pursuant to subsection (b) of Section 16-122  
3 of the Public Utilities Act unless the contract between the  
4 alternative retail electric supplier and the customer  
5 explicitly provides the alternative retail electric supplier  
6 with permission to access the customer's interval meter usage  
7 data.

8 (f) ~~(d)~~ For purposes of this Section:

9 "Electric service provider" shall have the meaning given  
10 that phrase in Section 6.5 of the Attorney General Act.

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

14 (Source: P.A. 101-590, eff. 1-1-20.)

15 Section 99. Effective date. This Act takes effect upon  
16 becoming law."