

SB1819



100TH GENERAL ASSEMBLY

State of Illinois

2017 and 2018

SB1819

Introduced 2/9/2017, by Sen. Pamela J. Althoff

SYNOPSIS AS INTRODUCED:

5 ILCS 80/4.36

225 ILCS 335/Act rep.

730 ILCS 5/5-5-5

from Ch. 38, par. 1005-5-5

815 ILCS 513/18

815 ILCS 513/20

Repeals the Illinois Roofing Industry Licensing Act. Makes conforming changes in the Regulatory Sunset Act, the Unified Code of Corrections, and the Home Repair and Remodeling Act. Effective immediately.

LRB100 05720 SMS 15742 b

FISCAL NOTE ACT
MAY APPLY

A BILL FOR

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 5. The Regulatory Sunset Act is amended by changing
5 Section 4.36 as follows:

6 (5 ILCS 80/4.36)

7 Sec. 4.36. Acts repealed on January 1, 2026. The following
8 Acts are repealed on January 1, 2026:

9 The Barber, Cosmetology, Esthetics, Hair Braiding, and
10 Nail Technology Act of 1985.

11 The Collection Agency Act.

12 The Hearing Instrument Consumer Protection Act.

13 The Illinois Athletic Trainers Practice Act.

14 The Illinois Dental Practice Act.

15 ~~The Illinois Roofing Industry Licensing Act.~~

16 The Illinois Physical Therapy Act.

17 The Professional Geologist Licensing Act.

18 The Respiratory Care Practice Act.

19 (Source: P.A. 99-26, eff. 7-10-15; 99-204, eff. 7-30-15;
20 99-227, eff. 8-3-15; 99-229, eff. 8-3-15; 99-230, eff. 8-3-15;
21 99-427, eff. 8-21-15; 99-469, eff. 8-26-15; 99-492, eff.
22 12-31-15; 99-642, eff. 7-28-16.)

1 (225 ILCS 335/Act rep.)

2 Section 10. The Illinois Roofing Industry Licensing Act is
3 repealed.

4 Section 15. The Unified Code of Corrections is amended by
5 changing Section 5-5-5 as follows:

6 (730 ILCS 5/5-5-5) (from Ch. 38, par. 1005-5-5)

7 Sec. 5-5-5. Loss and Restoration of Rights.

8 (a) Conviction and disposition shall not entail the loss by
9 the defendant of any civil rights, except under this Section
10 and Sections 29-6 and 29-10 of The Election Code, as now or
11 hereafter amended.

12 (b) A person convicted of a felony shall be ineligible to
13 hold an office created by the Constitution of this State until
14 the completion of his sentence.

15 (c) A person sentenced to imprisonment shall lose his right
16 to vote until released from imprisonment.

17 (d) On completion of sentence of imprisonment or upon
18 discharge from probation, conditional discharge or periodic
19 imprisonment, or at any time thereafter, all license rights and
20 privileges granted under the authority of this State which have
21 been revoked or suspended because of conviction of an offense
22 shall be restored unless the authority having jurisdiction of
23 such license rights finds after investigation and hearing that
24 restoration is not in the public interest. This paragraph (d)

1 shall not apply to the suspension or revocation of a license to
2 operate a motor vehicle under the Illinois Vehicle Code.

3 (e) Upon a person's discharge from incarceration or parole,
4 or upon a person's discharge from probation or at any time
5 thereafter, the committing court may enter an order certifying
6 that the sentence has been satisfactorily completed when the
7 court believes it would assist in the rehabilitation of the
8 person and be consistent with the public welfare. Such order
9 may be entered upon the motion of the defendant or the State or
10 upon the court's own motion.

11 (f) Upon entry of the order, the court shall issue to the
12 person in whose favor the order has been entered a certificate
13 stating that his behavior after conviction has warranted the
14 issuance of the order.

15 (g) This Section shall not affect the right of a defendant
16 to collaterally attack his conviction or to rely on it in bar
17 of subsequent proceedings for the same offense.

18 (h) No application for any license specified in subsection
19 (i) of this Section granted under the authority of this State
20 shall be denied by reason of an eligible offender who has
21 obtained a certificate of relief from disabilities, as defined
22 in Article 5.5 of this Chapter, having been previously
23 convicted of one or more criminal offenses, or by reason of a
24 finding of lack of "good moral character" when the finding is
25 based upon the fact that the applicant has previously been
26 convicted of one or more criminal offenses, unless:

1 (1) there is a direct relationship between one or more
2 of the previous criminal offenses and the specific license
3 sought; or

4 (2) the issuance of the license would involve an
5 unreasonable risk to property or to the safety or welfare
6 of specific individuals or the general public.

7 In making such a determination, the licensing agency shall
8 consider the following factors:

9 (1) the public policy of this State, as expressed in
10 Article 5.5 of this Chapter, to encourage the licensure and
11 employment of persons previously convicted of one or more
12 criminal offenses;

13 (2) the specific duties and responsibilities
14 necessarily related to the license being sought;

15 (3) the bearing, if any, the criminal offenses or
16 offenses for which the person was previously convicted will
17 have on his or her fitness or ability to perform one or
18 more such duties and responsibilities;

19 (4) the time which has elapsed since the occurrence of
20 the criminal offense or offenses;

21 (5) the age of the person at the time of occurrence of
22 the criminal offense or offenses;

23 (6) the seriousness of the offense or offenses;

24 (7) any information produced by the person or produced
25 on his or her behalf in regard to his or her rehabilitation
26 and good conduct, including a certificate of relief from

1 disabilities issued to the applicant, which certificate
2 shall create a presumption of rehabilitation in regard to
3 the offense or offenses specified in the certificate; and

4 (8) the legitimate interest of the licensing agency in
5 protecting property, and the safety and welfare of specific
6 individuals or the general public.

7 (i) A certificate of relief from disabilities shall be
8 issued only for a license or certification issued under the
9 following Acts:

10 (1) the Animal Welfare Act; except that a certificate
11 of relief from disabilities may not be granted to provide
12 for the issuance or restoration of a license under the
13 Animal Welfare Act for any person convicted of violating
14 Section 3, 3.01, 3.02, 3.03, 3.03-1, or 4.01 of the Humane
15 Care for Animals Act or Section 26-5 or 48-1 of the
16 Criminal Code of 1961 or the Criminal Code of 2012;

17 (2) the Illinois Athletic Trainers Practice Act;

18 (3) the Barber, Cosmetology, Esthetics, Hair Braiding,
19 and Nail Technology Act of 1985;

20 (4) the Boiler and Pressure Vessel Repairer Regulation
21 Act;

22 (5) the Boxing and Full-contact Martial Arts Act;

23 (6) the Illinois Certified Shorthand Reporters Act of
24 1984;

25 (7) the Illinois Farm Labor Contractor Certification
26 Act;

- 1 (8) the Interior Design Title Act;
- 2 (9) the Illinois Professional Land Surveyor Act of
- 3 1989;
- 4 (10) the Illinois Landscape Architecture Act of 1989;
- 5 (11) the Marriage and Family Therapy Licensing Act;
- 6 (12) the Private Employment Agency Act;
- 7 (13) the Professional Counselor and Clinical
- 8 Professional Counselor Licensing and Practice Act;
- 9 (14) the Real Estate License Act of 2000;
- 10 (15) (blank) ~~the Illinois Roofing Industry Licensing~~
- 11 ~~Act;~~
- 12 (16) the Professional Engineering Practice Act of
- 13 1989;
- 14 (17) the Water Well and Pump Installation Contractor's
- 15 License Act;
- 16 (18) the Electrologist Licensing Act;
- 17 (19) the Auction License Act;
- 18 (20) the Illinois Architecture Practice Act of 1989;
- 19 (21) the Dietitian Nutritionist Practice Act;
- 20 (22) the Environmental Health Practitioner Licensing
- 21 Act;
- 22 (23) the Funeral Directors and Embalmers Licensing
- 23 Code;
- 24 (24) the Land Sales Registration Act of 1999;
- 25 (25) the Professional Geologist Licensing Act;
- 26 (26) the Illinois Public Accounting Act; and

1 (27) the Structural Engineering Practice Act of 1989.
2 (Source: P.A. 97-119, eff. 7-14-11; 97-706, eff. 6-25-12;
3 97-1108, eff. 1-1-13; 97-1141, eff. 12-28-12; 97-1150, eff.
4 1-25-13; 98-756, eff. 7-16-14.)

5 Section 20. The Home Repair and Remodeling Act is amended
6 by changing Sections 18 and 20 as follows:

7 (815 ILCS 513/18)

8 Sec. 18. Repairs following damaging weather.

9 (a) As used in this Section, "catastrophe" means a natural
10 occurrence, including but not limited to flood, drought,
11 earthquake, tornado, windstorm, or hailstorm, which damages or
12 destroys more than one residence.

13 (b) A contractor offering home repair or remodeling
14 services shall not advertise or promise to pay or rebate all or
15 any portion of any insurance deductible as an inducement to the
16 sale of goods or services. As used in this Section, a promise
17 to pay or rebate includes granting any allowance or offering
18 any discount against the fees to be charged or paying the
19 insured or any person directly or indirectly associated with
20 the property any form of compensation.

21 (c) A contractor offering home repair or remodeling
22 services shall not accept money or any form of compensation in
23 exchange for allowing an out of area contractor to use its
24 business name or license.

1 (d) (Blank) ~~A contractor offering home repair or remodeling~~
2 ~~services shall include its Illinois State roofing contractor~~
3 ~~license name and number as it appears on its Illinois State~~
4 ~~roofing license on all contracts, bids, and advertisements~~
5 ~~involving roofing work as required by the Illinois Roofing~~
6 ~~Industry Licensing Act.~~

7 (e) A person who has entered into a written contract with a
8 contractor offering home repair or remodeling services to
9 provide goods or services to be paid from the proceeds of a
10 property and casualty insurance policy may cancel the contract
11 prior to midnight on the earlier of the fifth business day
12 after the insured has received written notice from the insurer
13 that all or any part of the claim or contract is not a covered
14 loss under the insurance policy or the thirtieth business day
15 after receipt of a properly executed proof of loss by the
16 insurer from the insured. Cancellation is evidenced by the
17 insured giving written notice of cancellation to the contractor
18 offering home repair or remodeling services at the address
19 stated in the contract. Notice of cancellation, if given by
20 mail, is effective upon deposit into the United States mail,
21 postage prepaid and properly addressed to the contractor.
22 Notice of cancellation may be given by delivering or mailing a
23 signed and dated copy of the written notice of cancellation to
24 the contractor's business address as stated in the contract.
25 Notice of cancellation shall include a copy of the written
26 notice from the insurer to the effect that all or part of the

1 claim is not a covered loss under the insurance policy. Notice
2 of cancellation need not take a particular form and is
3 sufficient if it indicates, by any form of written expression,
4 the intention of the insured not to be bound by the contract.

5 (f) Any contract referred to in subsection (e), must
6 contain a statement in at least 10 point boldface, in
7 substantially the following form:

8 "You may cancel this contract at any time before
9 midnight on the earlier of the fifth business day after
10 you have received written notification from your
11 insurer that all or any part of the claim or contract
12 is not a covered loss under the insurance policy or the
13 thirtieth business day after your insurer has received
14 properly executed proof(s) of loss from you. See
15 attached notice of cancellation form for an
16 explanation of this right."

17 (g) Upon executing a contract referred to in subsection
18 (e), furnish each insured a fully completed form in duplicate,
19 captioned "NOTICE OF CANCELLATION", which shall be attached to
20 the contract but easily detachable, and which shall contain
21 boldface type of a minimum size of 10 points the following
22 statement with the appropriate fields completed by the
23 contractor:

24 "NOTICE OF CANCELLATION

25 If you are notified by your insurer that all or any
26 part of the claim or contract is not a covered loss

1 under the insurance policy, you may cancel the contract
 2 by mailing or delivering a signed and dated copy of
 3 this cancellation notice or any other written notice to
 4 (name of contractor) at (address of contractor's place
 5 of business) at any time prior to midnight on the
 6 earlier of the fifth business day after you have
 7 received such notice from your insurer or the thirtieth
 8 business day after your insurer has received properly
 9 executed proof(s) of loss from you. If you cancel, any
 10 payments made by you under the contract, other than
 11 payments for goods or services related to a catastrophe
 12 which you agreed in writing to be necessary to prevent
 13 damage to your property, will be returned to you within
 14 10 business days following receipt by the contractor of
 15 your cancellation notice.

16 I HEREBY CANCEL THIS TRANSACTION
 17
 18 (date)
 19
 20 (insured's signature)".

21 (h) Within 10 days after a contract referred to in
 22 subsection (e) has been cancelled, the contractor offering home
 23 repair or remodeling services shall tender to the insured any
 24 payments, partial payments, or deposits made by the insured and
 25 any note or other evidence of indebtedness. If, however, the
 26 contractor has provided any goods or services related to a

1 catastrophe, acknowledged and agreed to by the insured in
2 writing to be necessary to prevent damage to the premises, the
3 contractor is entitled to the reasonable value of such goods
4 and services. Any provision in a contract referred to in
5 subsection (e) that requires the payment of any fee for
6 anything except goods or services related to a catastrophe
7 shall not be enforceable against any insured who has cancelled
8 a contract pursuant to this Section.

9 (i) A contractor offering home repair or remodeling
10 services shall not represent, or offer or advertise to
11 represent, on behalf of a homeowner on any insurance claim in
12 connection with the repair or replacement of roof systems, or
13 the performance of any other interior or exterior repair,
14 replacement, construction or reconstruction work; or otherwise
15 violate the Public Adjusters Law (Public Act 96-1332). A Public
16 Adjuster means any person who acts on behalf of the insured in
17 preparing and adjusting a claim for loss or damage covered by
18 an insurance contract. A contractor offering home repair or
19 remodeling services shall not call in or file a claim to an
20 insurance carrier on the insured's behalf. A contractor
21 offering home repair or remodeling services shall not climb on
22 a roof or inspect for exterior damage without the insured's
23 express permission. Nothing in this subsection shall be
24 construed to prohibit a residential contractor from: (1)
25 providing an insured an estimate for repair, replacement,
26 construction, or reconstruction of the insured's property and

1 any such estimate may be submitted to the insured's insurance
2 company; (2) conferring with an insurance company's
3 representative about damage to an insured's property; or (3)
4 discussing repair or replacement options with an insurance
5 company's representative or the insured about options for the
6 repair or replacement of the damage.

7 (Source: P.A. 97-235, eff. 1-1-12.)

8 (815 ILCS 513/20)

9 Sec. 20. Consumer rights brochure.

10 (a) For any contract over \$1,000, any person engaging in
11 the business of home repair and remodeling shall provide to its
12 customers a copy of the "Home Repair: Know Your Consumer
13 Rights" pamphlet prior to the execution of any home repair and
14 remodeling contract. The consumer shall sign and date an
15 acknowledgment form entitled "Consumer Rights Acknowledgment
16 Form" that states: "I, the homeowner, have received from the
17 contractor a copy of the pamphlet entitled 'Home Repair: Know
18 Your Consumer Rights.'" The contractor or his or her
19 representative shall also sign and date the acknowledgment
20 form, which includes the name and address of the home repair
21 and remodeling business. The acknowledgment form shall be in
22 duplicate and incorporated into the pamphlet. The original
23 acknowledgment form shall be retained by the contractor and the
24 duplicate copy shall be retained within the pamphlet by the
25 consumer.

1 (b) For any contract for \$1,000 or under, any person
2 engaging in the business of home repair and remodeling shall
3 provide to its customers a copy of the "Home Repair: Know Your
4 Consumer Rights" pamphlet. No written acknowledgment of
5 receipt of the pamphlet is required for a contract of \$1,000 or
6 under.

7 (c) The pamphlet must be a separate document, in at least
8 12 point type, and in legible ink. The pamphlet shall read as
9 follows:

10 "HOME REPAIR: KNOW YOUR CONSUMER RIGHTS

11 As you plan for your home repair/improvement project, it is
12 important to ask the right questions in order to protect your
13 investment. The tips in this fact sheet should allow you to
14 protect yourself and minimize the possibility that a
15 misunderstanding may occur.

16 AVOIDING HOME REPAIR FRAUD

17 Please use extreme caution when confronted with the following
18 warning signs of a potential scam:

19 (1) Door-to-door salespersons with no local connections
20 who offer to do home repair work for substantially less than
21 the market price.

22 (2) Solicitations for repair work from a company that lists

1 only a telephone number or a post-office box number to contact,
2 particularly if it is an out-of-state company.

3 (3) Contractors who fail to provide customers references
4 when requested.

5 (4) Persons offering to inspect your home for free. Do not
6 admit anyone into your home unless he or she can present
7 authentic identification establishing his or her business
8 status. When in doubt, do not hesitate to call the worker's
9 employer to verify his or her identity.

10 (5) Contractors demanding cash payment for a job or who ask
11 you to make a check payable to a person other than the owner or
12 company name.

13 (6) Offers from a contractor to drive you to the bank to
14 withdraw funds to pay for the work.

15 CONTRACTS

16 (1) Get all estimates in writing.

17 (2) Do not be induced into signing a contract by
18 high-pressure sales tactics.

19 (3) Never sign a contract with blank spaces or one you do
20 not fully understand. If you are taking out a loan to finance
21 the work, do not sign the contract before your lender approves
22 the loan.

23 (4) Remember, you have 3 business days from the time you
24 sign your contract to cancel any contract if the sale is made

1 at your home. The contractor cannot deprive you of this right
2 by initiating work, selling your contract to a lender, or any
3 other tactic.

4 (5) If the contractor does business under a name other than
5 the contractor's real name, the business must either be
6 incorporated or registered under the Assumed Business Name Act.
7 Check with the Secretary of State to see if the business is
8 incorporated or with the county clerk to see if the business
9 has registered under the Assumed Business Name Act.

10 (6) Homeowners should check with local and county units of
11 government to determine if permits or inspections are required.

12 (7) Determine whether the contractor will guarantee his or
13 her work and products.

14 (8) Determine whether the contractor has the proper
15 insurance.

16 (9) Do not sign a certificate of completion or make final
17 payment until the work is done to your satisfaction.

18 (10) Remember, homeowners should know who provides
19 supplies and labor for any work performed on your home.
20 Suppliers and subcontractors have a right to file a lien
21 against your property if the general contractor fails to pay
22 them. To protect your property, request lien waivers from the
23 general contractor.

24 BASIC TERMS TO BE INCLUDED IN A CONTRACT

1 (1) Contractor's full name, address, and telephone number.
2 Illinois law requires that persons selling home repair and
3 improvement services provide their customers with notice of any
4 change to their business name or address that comes about prior
5 to the agreed dates for beginning or completing the work.

6 (2) A description of the work to be performed.

7 (3) Starting and estimated completion dates.

8 (4) Total cost of work to be performed.

9 (5) Schedule and method of payment, including down payment,
10 subsequent payments, and final payment.

11 (6) A provision stating the grounds for termination of the
12 contract by either party. However, the homeowner must pay the
13 contractor for work completed. If the contractor fails to
14 commence or complete work within the contracted time period,
15 the homeowner may cancel and may be entitled to a refund of any
16 down payment or other payments made towards the work, upon
17 written demand by certified mail.

18 (7) A provision stating the grounds for termination of the
19 contract if you are notified by your insurer that all or any
20 part of the claim or contract is not a covered loss under the
21 insurance policy, you may cancel the contract by mailing or
22 delivering written notice to (name of contractor) at (address
23 of contractor's place of business) at any time prior to the
24 earlier of midnight on the fifth business day after you have
25 received such notice from your insurer or the thirtieth
26 business day after receipt of a properly executed proof of loss

1 by the insurer from the insured. If you cancel, any payments
2 made by you under the contract will be returned to you within
3 10 business days following receipt by the contractor of your
4 cancellation notice. If, however, the contractor has provided
5 any goods or services related to a catastrophe, acknowledged
6 and agreed to by the insured homeowner in writing to be
7 necessary to prevent damage to the premises, the contractor is
8 entitled to the reasonable value of such goods and services.

9 Homeowners should obtain a copy of the signed contract and
10 keep it in a safe place for reference as needed.

11 ~~To file a complaint against a roofing contractor, contact~~
12 ~~the Illinois Department of Financial and Professional~~
13 ~~Regulation at 312-814-6910 or file a complaint directly on its~~
14 ~~website.~~

15 IF YOU THINK YOU HAVE BEEN DEFRAUDED OR YOU HAVE QUESTIONS

16 If you think you have been defrauded by a contractor or
17 have any questions, please bring it to the attention of your
18 State's Attorney or the Illinois Attorney General's Office.

19 Attorney General Toll-Free Numbers

20 Carbondale (800) 243-0607

21 Springfield (800) 243-0618

22 Chicago (800) 386-5438".

23 (Source: P.A. 97-235, eff. 1-1-12.)

24 Section 99. Effective date. This Act takes effect upon
25 becoming law.