



Sen. Kimberly A. Lightford

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1 AMENDMENT TO SENATE BILL 651

2 AMENDMENT NO. _____. Amend Senate Bill 651 by replacing
3 everything after the enacting clause with the following:

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 16-115A, 16-118, 16-123, 19-115, 19-130, 19-135, and
8 20-110 and by adding Sections 16-115E and 19-116 as follows:

9 (220 ILCS 5/16-115A)

10 Sec. 16-115A. Obligations of alternative retail electric
11 suppliers.

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

13 (i) shall comply with the requirements imposed on
14 public utilities by Sections 8-201 through 8-207, 8-301,
15 8-505 and 8-507 of this Act, to the extent that these

1 Sections have application to the services being offered by
2 the alternative retail electric supplier; ~~and~~

3 (ii) shall continue to comply with the requirements for
4 certification stated in subsection (d) of Section 16-115.

5 (iii) beginning January 1, 2020 and every January 1
6 thereafter, shall submit to the Commission and the Office
7 of the Attorney General the rates the retail electric
8 supplier charged to residential customers in the prior
9 year, including each distinct rate charged and whether the
10 rate was a fixed or variable rate, the basis for the
11 variable rate, and any fees charged in addition to the
12 supply rate, including monthly fees, flat fees, or other
13 service charges; and

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

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

25 (c) No alternative retail electric supplier, or electric
26 utility other than the electric utility in whose service area a

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

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

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

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

25 (e) An alternative retail electric supplier shall comply
26 with the following requirements with respect to the marketing,

1 offering and provision of products or services to residential
2 and small commercial retail customers:

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

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

1 (name of alternative retail electric supplier). On
2 (effective date), the electric supply price to compare
3 is (price in cents per kilowatt hour). The electric
4 utility electric supply price will expire on
5 (expiration date). The utility electric supply price
6 to compare does not include the purchased electricity
7 adjustment factor that may range between +.5 cents and
8 -.5 cents per kilowatt hour. For more information go to
9 the Illinois Commerce Commission's free website at
10 www.pluginillinois.org."

11 This paragraph (i) does not apply to goodwill or
12 institutional advertising.

13 (ii) Before any customer is switched from another
14 supplier, the alternative retail electric supplier shall
15 give the customer written information that adequately
16 discloses, in plain language, the prices, terms and
17 conditions of the products and services being offered and
18 sold to the customer. This written information shall be
19 provided in a language in which the customer subject to the
20 marketing or solicitation is able to understand and
21 communicate, and the alternative retail electric supplier
22 shall comply with Section 2N of the Consumer Fraud and
23 Deceptive Business Practices Act.

24 (iii) An alternative retail electric supplier shall
25 provide documentation to the Commission and to customers
26 that substantiates any claims made by the alternative

1 retail electric supplier regarding the technologies and
2 fuel types used to generate the electricity offered or sold
3 to customers.

4 (iv) The alternative retail electric supplier shall
5 provide to the customer (1) itemized billing statements
6 that describe the products and services provided to the
7 customer and their prices, and (2) an additional statement,
8 at least annually, that adequately discloses the average
9 monthly prices, and the terms and conditions, of the
10 products and services sold to the customer.

11 (v) All solicitations shall be conducted in,
12 translated into, and provided in a language in which the
13 customer subject to the marketing or solicitation is able
14 to understand and communicate. An alternative retail
15 electric supplier shall not solicit an enrollment of or
16 enroll any customer if the alternative retail electric
17 supplier is unable to communicate and provide marketing
18 materials in a language in which the customer subject to
19 the marketing or solicitation is able to understand and
20 communicate.

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

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

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

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

18 (220 ILCS 5/16-115E new)

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

21 (a) Beginning January 1, 2020, an alternative retail
22 electric supplier shall not knowingly submit an enrollment to
23 change a customer's electric supply service if the electric
24 utility's records indicate that the customer received
25 financial assistance in the last 12 months from either the Low

1 Income Home Energy Assistance Program or, at the time of
2 enrollment, is participating in the Percentage of Income
3 Payment Plan, unless: (1) the customer's change in electric
4 supply service is pursuant to a government aggregation program
5 adopted in accordance with Section 1-92 of the Illinois Power
6 Agency Act; or (2) the customer's change in electric supply
7 service is pursuant to a Commission-approved savings guarantee
8 plan as described in subsection (b).

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

20 (c) An agreement entered into between an alternative retail
21 electric supplier in violation of this Section is void and
22 unenforceable. Before the electric utility executes a change in
23 a customer's electric supplier, other than a change pursuant to
24 a government aggregation program adopted in accordance with
25 Section 1-92 of the Illinois Power Agency or pursuant to a
26 Commission-approved savings guarantee plan as described in

1 subsection (b), the electric utility shall confirm at the time
2 of the request whether its records indicate that the customer
3 received financial assistance within the preceding 12 months
4 from either the Low Income Home Energy Assistance Program or
5 the Percentage of Income Payment Plan and, if its records so
6 indicate, shall reject the change request. Absent willful or
7 wanton misconduct, no electric utility shall be held liable for
8 any error in acting or failing to act pursuant to this Section.

9 (220 ILCS 5/16-118)

10 Sec. 16-118. Services provided by electric utilities to
11 alternative retail electric suppliers.

12 (a) It is in the best interest of Illinois energy consumers
13 to promote fair and open competition in the provision of
14 electric power and energy and to prevent anticompetitive
15 practices in the provision of electric power and energy.
16 Therefore, to the extent an electric utility provides electric
17 power and energy or delivery services to alternative retail
18 electric suppliers and such services are not subject to the
19 jurisdiction of the Federal Energy Regulatory Commission, and
20 are not competitive services, they shall be provided through
21 tariffs that are filed with the Commission, pursuant to Article
22 IX of this Act. Each electric utility shall permit alternative
23 retail electric suppliers to interconnect facilities to those
24 owned by the utility provided they meet established standards
25 for such interconnection, and may provide standby or other

1 services to alternative retail electric suppliers. The
2 alternative retail electric supplier shall sign a contract
3 setting forth the prices, terms and conditions for
4 interconnection with the electric utility and the prices, terms
5 and conditions for services provided by the electric utility to
6 the alternative retail electric supplier in connection with the
7 delivery by the electric utility of electric power and energy
8 supplied by the alternative retail electric supplier.

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

1 billing option provided by this tariff to include on each bill
2 to retail customers an identification of the electric utility
3 providing the delivery services and a listing of the charges
4 applicable to such services. The tariff filed pursuant to this
5 subsection may also include other just and reasonable terms and
6 conditions. In addition, an electric utility, an alternative
7 retail electric supplier or electric utility other than the
8 electric utility in whose service area the customer is located,
9 and a customer served by such alternative retail electric
10 supplier or other electric utility, may enter into an agreement
11 pursuant to which the alternative retail electric supplier or
12 other electric utility pays the charges specified in Section
13 16-108, or other customer-related charges, including taxes and
14 fees, in lieu of such charges being recovered by the electric
15 utility directly from the customer.

16 (c) An electric utility with more than 100,000 customers
17 shall file a tariff pursuant to Article IX of this Act that
18 provides alternative retail electric suppliers, and electric
19 utilities other than the electric utility in whose service area
20 the retail customers are located, with the option to have the
21 electric utility purchase their receivables for power and
22 energy service provided to residential retail customers and
23 non-residential retail customers with a non-coincident peak
24 demand of less than 400 kilowatts. Receivables for power and
25 energy service of alternative retail electric suppliers or
26 electric utilities other than the electric utility in whose

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

1 customers.

2 (d) An electric utility with more than 100,000 customers
3 shall file a tariff pursuant to Article IX of this Act that
4 would provide alternative retail electric suppliers or
5 electric utilities other than the electric utility in whose
6 service area retail customers are located with the option to
7 have the electric utility produce and provide single bills to
8 the retail customers for both the electric power and energy
9 service provided by the alternative retail electric supplier or
10 other electric utility and the delivery services provided by
11 the electric utility to the customers. The tariffs filed
12 pursuant to this subsection shall require the electric utility
13 to collect and remit customer payments for electric power and
14 energy service provided by alternative retail electric
15 suppliers or electric utilities other than the electric utility
16 in whose service area retail customers are located. The tariff
17 filed pursuant to this subsection shall require the electric
18 utility to include on each bill to retail customers an
19 identification of the alternative retail electric supplier or
20 other electric utility that elects the billing option. The
21 tariff filed pursuant to this subsection (d) may also include
22 other just and reasonable terms and conditions and shall
23 provide for the recovery of prudently incurred costs associated
24 with the provision of service pursuant to this subsection (d).
25 The costs associated with the provision of service pursuant to
26 this Section shall be subject to periodic Commission review.

1 (e) An electric utility with more than 100,000 customers in
2 this State shall file a tariff pursuant to Article IX of this
3 Act that provides alternative retail electric suppliers, and
4 electric utilities other than the electric utility in whose
5 service area the retail customers are located, with the option
6 to have the electric utility purchase 2 billing cycles worth of
7 uncollectible receivables for power and energy service
8 provided to residential retail customers and to
9 non-residential retail customers with a non-coincident peak
10 demand of less than 400 kilowatts upon returning that customer
11 to that electric utility for delivery and energy service after
12 that alternative retail electric supplier, or an electric
13 utility other than the electric utility in whose service area
14 the retail customer is located, has made reasonable collection
15 efforts on that account. Uncollectible receivables for power
16 and energy service of alternative retail electric suppliers, or
17 electric utilities other than the electric utility in whose
18 service area the retail customers are located, shall be
19 purchased by the electric utility at a just and reasonable
20 discount rate to be reviewed and approved by the Commission,
21 after notice and hearing. The discount rate shall be based on
22 the electric utility's historical bad debt for receivables that
23 are outstanding for a similar length of time and any reasonable
24 start-up costs and administrative costs associated with the
25 electric utility's purchase of receivables. The discounted
26 rate for purchase of uncollectible receivables shall be

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

20 (f) Every alternative retail electric supplier or electric
21 utility other than the electric utility in whose service area
22 retail customers are located that issues single bills to the
23 retail customers for the services provided by the alternative
24 retail electric supplier or other electric utility to the
25 customers shall include on the single bills issued to
26 residential customers the current utility electric supply

1 price to compare that would apply to the customer for the
2 billing period if the customer obtained supply from the
3 utility. The current utility electric supply price shall be the
4 sum of the electric supply charge and the transmission services
5 charge and shall disclose that the price does not include the
6 monthly purchased electricity adjustment.

7 (g) Every electric utility that provides delivery and
8 supply services shall include on each bill issued to
9 residential customers who obtain supply from an alternative
10 retail electric supplier the current utility electric supply
11 price to compare that would apply to the customer for the
12 billing period if the customer obtained supply from the
13 utility. The current utility electric supply price to compare
14 shall be the sum of the electric supply charge and the
15 transmission services charge and shall disclose that the price
16 does not include the monthly purchased electricity adjustment.

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

18 (220 ILCS 5/16-123)

19 Sec. 16-123. Establishment of customer information centers
20 for electric utilities and alternative retail electric
21 suppliers.

22 (a) All electric utilities and alternative retail electric
23 suppliers shall be required to maintain a customer call center
24 where customers can reach a representative and receive current
25 information. Customers shall periodically be notified on how to

1 reach the call center. The Commission shall have the authority
2 to establish reporting requirements for such centers.

3 (b) Notwithstanding anything to the contrary, an electric
4 utility may:

5 (1) disclose the current utility electric supply price
6 to a retail customer who takes electric power and energy
7 supply service from an alternative retail electric
8 supplier;

9 (2) disclose the supply price the customer is paying as
10 reflected on the customer's bill, if known;

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

16 (A) length of the contract;

17 (B) the price per kilowatt hour, and whether the
18 contract price is fixed or variable, and if variable,
19 the circumstances under which the rate may change;

20 (C) whether penalties or early termination fees
21 apply if the customer terminates the contract before
22 the expiration of its term; and

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

26 (4) provide to a retail customer education information

1 published by the Office of Retail Market Development and
2 the Office of the Attorney General regarding the selection
3 and evaluation of electric power and energy supply rate
4 offers by alternative retail electric suppliers; and

5 (5) place a restriction on a retail customer's account,
6 at the customer's request, that prohibits any switching of
7 the customer's electric power and energy supply service to
8 an alternative retail electric supplier; the restriction
9 shall only be removed at the customer's express direction.

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

11 (220 ILCS 5/19-115)

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

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

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

19 (1) shall comply with the requirements imposed on
20 public utilities by Sections 8-201 through 8-207, 8-301,
21 8-505 and 8-507 of this Act, to the extent that these
22 Sections have application to the services being offered by
23 the alternative gas supplier;

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

1 (3) shall comply with complaint procedures established
2 by the Commission;

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

19 (5) shall maintain a customer call center where
20 customers can reach a representative and receive current
21 information. At least once every 6 months, each alternative
22 gas supplier shall provide written information to
23 customers explaining how to contact the call center. The
24 average answer time for calls placed to the call center
25 shall not exceed 60 seconds where a representative or
26 automated system is ready to render assistance and/or

1 accept information to process calls. The abandon rate for
2 calls placed to the call center shall not exceed 10%. Each
3 alternative gas supplier shall maintain records of the call
4 center's telephone answer time performance and abandon
5 call rate. These records shall be kept for a minimum of 2
6 years and shall be made available to Commission personnel
7 upon request. In the event that answer times and/or abandon
8 rates exceed the limits established above, the reporting
9 alternative gas supplier may provide the Commission or its
10 personnel with explanatory details. At a minimum, these
11 records shall contain the following information in monthly
12 increments:

- 13 (A) total number of calls received;
- 14 (B) number of calls answered;
- 15 (C) average answer time;
- 16 (D) number of abandoned calls; and
- 17 (E) abandon call rate.

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

26 On or before March 1 of every year, each entity shall

1 file a report with the Chief Clerk of the Commission for
2 the preceding calendar year on its answer time and abandon
3 call rate for its call center. A copy of the report shall
4 be sent to the Manager of the Consumer Services Division or
5 its successor;—

6 (6) beginning January 1, 2020 and every January 1
7 thereafter, shall submit to the Commission and the Office
8 of the Attorney General the rates the retail gas supplier
9 charged to residential customers in the prior quarter,
10 including each distinct rate charged and whether the rate
11 was a fixed or variable rate, the basis for the variable
12 rate, and any fees charged in addition to the supply rate,
13 including monthly fees, flat fees, or other service
14 charges; and

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

21 (c) An alternative gas supplier shall not submit or execute
22 a change in a customer's selection of a natural gas provider
23 unless and until (i) the alternative gas supplier first
24 discloses all material terms and conditions of the offer,
25 including price, to the customer; (ii) the alternative gas
26 supplier has obtained the customer's express agreement to

1 accept the offer after the disclosure of all material terms and
2 conditions of the offer; and (iii) the alternative gas supplier
3 has confirmed the request for a change in accordance with one
4 of the following procedures:

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

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

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

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

23 (D) Notwithstanding items (A) and (B) of this
24 paragraph (1), the letter of agency may be combined
25 with checks that contain only the required letter of
26 agency language prescribed in item (E) of this

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

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

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

15 (ii) the decision to change the natural gas
16 provider from the current provider to the
17 prospective alternative gas supplier;

18 (iii) the terms, conditions, and nature of the
19 service to be provided to the customer, including,
20 but not limited to, the rates for the service
21 contracted for by the customer; and

22 (iv) that the customer understands that any
23 natural gas provider selection the customer
24 chooses may involve a charge to the customer for
25 changing the customer's natural gas provider.

26 (F) Letters of agency shall not suggest or require

1 that a customer take some action in order to retain the
2 customer's current natural gas provider.

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

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

1 established. All third-party verification methods shall
2 elicit, at a minimum, the following information:

3 (A) the identity of the customer;

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

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

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

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

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

16 Third-party verifiers may not market the alternative
17 gas supplier's services by providing additional
18 information. All third-party verifications shall be
19 conducted in the same language that was used in the
20 underlying sales transaction and shall be recorded in their
21 entirety. Submitting alternative gas suppliers shall
22 maintain and preserve audio records of verification of
23 customer authorization for a minimum period of 2 years
24 after obtaining the verification. Automated systems must
25 provide customers with an option to speak with a live
26 person at any time during the call.

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

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

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

26 (A) the identity of the customer;

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

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

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

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

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

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

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

25 (A) The Internet enrollment website shall, at a
26 minimum, include:

1 (i) a copy of the alternative gas supplier's
2 customer contract that clearly and conspicuously
3 discloses all terms and conditions; and

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

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

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

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

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

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

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

9 (d) Complaints may be filed with the Commission under this
10 Section by a customer whose natural gas service has been
11 provided by an alternative gas supplier in a manner not in
12 compliance with subsection (c) of this Section. If, after
13 notice and hearing, the Commission finds that an alternative
14 gas supplier has violated subsection (c), then the Commission
15 may in its discretion do any one or more of the following:

16 (1) Require the violating alternative gas supplier to
17 refund the customer charges collected in excess of those
18 that would have been charged by the customer's authorized
19 natural gas provider.

20 (2) Require the violating alternative gas supplier to
21 pay to the customer's authorized natural gas provider the
22 amount the authorized natural gas provider would have
23 collected for natural gas service. The Commission is
24 authorized to reduce this payment by any amount already
25 paid by the violating alternative gas supplier to the
26 customer's authorized natural gas provider.

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

4 (4) Issue a cease and desist order.

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

9 (e) No alternative gas supplier shall:

10 (1) enter into or employ any arrangements which have
11 the effect of preventing any customer from having access to
12 the services of the gas utility in whose service area the
13 customer is located;

14 (2) charge customers for such access;

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

17 (4) bill for a disputed amount where the alternative
18 gas supplier has been provided notice of such dispute. The
19 supplier shall attempt to resolve a dispute with the
20 customer. When the dispute is not resolved to the
21 customer's satisfaction, the supplier shall inform the
22 customer of the right to file an informal complaint with
23 the Commission and provide contact information. While the
24 pending dispute is active at the Commission, an alternative
25 gas supplier may bill only for the undisputed amount until
26 the Commission has taken final action on the complaint.

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

3 (1) deny service to a customer or group of customers
4 nor establish any differences as to prices, terms,
5 conditions, services, products, facilities, or in any
6 other respect, whereby such denial or differences are based
7 upon race, gender, or income, except as provided in Section
8 19-116;

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

12 (3) include in any agreement a provision that obligates
13 a customer to the terms of the agreement if the customer
14 (i) moves outside the State of Illinois; (ii) moves to a
15 location without a transportation service program; or
16 (iii) moves to a location where the customer will not
17 require natural gas service, provided that nothing in this
18 subsection precludes an alternative gas supplier from
19 taking any action otherwise available to it to collect a
20 debt that arises out of service provided to the customer
21 before the customer moved; or

22 (4) assign the agreement to any alternative natural gas
23 supplier, unless:

24 (A) the supplier is an alternative gas supplier
25 certified by the Commission;

26 (B) the rates, terms, and conditions of the

1 agreement being assigned do not change during the
2 remainder of the time covered by the agreement;

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

6 (D) the supplier assigning the contract provides
7 contact information that a customer can use to resolve
8 a dispute.

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

12 (1) All ~~Any~~ marketing materials, including, but not
13 limited to, electronic marketing materials, in-person
14 solicitations, and telephone solicitations ~~which make~~
15 ~~statements~~ concerning prices, terms, and conditions of
16 service shall contain information that adequately
17 discloses the prices, terms and conditions of the products
18 or services and shall disclose the utility gas supply cost
19 rates per therm price to compare available from the
20 Illinois Commerce Commission website applicable at the
21 time the alternative retail gas supplier is offering or
22 selling the products or services to the customer. All
23 marketing materials, including, but not limited to,
24 electronic marketing materials, in-person solicitations,
25 and telephone solicitations, shall include the following
26 statement:-

1 "(Name of the alternative retail gas supplier) is
2 not the same entity as your gas delivery company. You
3 are not required to enroll with (name of alternative
4 retail gas supplier). On (effective date), the utility
5 gas supply cost rate per therm is (cost). The utility
6 gas supply cost will expire on (expiration date). For
7 more information go to the Illinois Commerce
8 Commission's free website at
9 www.icc.illinois.gov/ags/consumereducation.aspx."

10 This paragraph (1) does not apply to goodwill or
11 institutional advertising.

12 (2) Before any customer is switched from another
13 supplier, the alternative gas supplier shall give the
14 customer written information that clearly and
15 conspicuously discloses, in plain language, the prices,
16 terms, and conditions of the products and services being
17 offered and sold to the customer. Nothing in this paragraph
18 (2) may be read to relieve an alternative gas supplier from
19 the duties imposed on it by item (3) of subsection (c) of
20 Section 2DDD of the Consumer Fraud and Deceptive Business
21 Practices Act.

22 (3) The alternative gas supplier shall provide to the
23 customer:

24 (A) accurate, timely, and itemized billing
25 statements that describe the products and services
26 provided to the customer and their prices and that

1 specify the gas consumption amount and any service
2 charges and taxes; provided that this item (g) (3) (A)
3 does not apply to small commercial customers;

4 (B) billing statements that clearly and
5 conspicuously discloses the name and contact
6 information for the alternative gas supplier;

7 (C) an additional statement, at least annually,
8 that adequately discloses the average monthly prices,
9 and the terms and conditions, of the products and
10 services sold to the customer; provided that this item
11 (g) (3) (C) does not apply to small commercial
12 customers;

13 (D) refunds of any deposits with interest within 30
14 days after the date that the customer changes gas
15 suppliers or discontinues service if the customer has
16 satisfied all of his or her outstanding financial
17 obligations to the alternative gas supplier at an
18 interest rate set by the Commission which shall be the
19 same as that required of gas utilities; and

20 (E) refunds, in a timely fashion, of all undisputed
21 overpayments upon the oral or written request of the
22 customer.

23 (4) An alternative gas supplier and its sales agents
24 shall refrain from any direct marketing or soliciting to
25 consumers on the gas utility's "Do Not Contact List", which
26 the alternative gas supplier shall obtain on the 15th

1 calendar day of the month from the gas utility in whose
2 service area the consumer is provided with gas service. If
3 the 15th calendar day is a non-business day, then the
4 alternative gas supplier shall obtain the list on the next
5 business day following the 15th calendar day of that month.

6 (5) Early Termination.

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

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

23 (6) Within 2 business days after electronic receipt of
24 a customer switch from the alternative gas supplier and
25 confirmation of eligibility, the gas utility shall provide
26 the customer written notice confirming the switch. The gas

1 utility shall not switch the service until 10 business days
2 after the date on the notice to the customer.

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

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

10 (B) that from the date the utility issues the
11 notice confirming the switch, the customer shall have
12 10 business days to rescind the switch without penalty;

13 (C) that the customer shall contact the gas utility
14 or the alternative gas supplier to rescind the switch;
15 and

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

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

20 (8) All solicitations shall be conducted in,
21 translated into, and provided in a language in which the
22 customer subject to the marketing or solicitation is able
23 to understand and communicate. An alternative retail gas
24 supplier shall not solicit an enrollment of or enroll any
25 customer if the alternative gas supplier is unable to
26 communicate and provide marketing materials in a language

1 in which the customer subject to the marketing or
2 solicitation is able to understand and communicate.

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

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

8 (2) time period during which the offering will be
9 available; or

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

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

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

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

2 (220 ILCS 5/19-116 new)

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

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

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

1 customers for gas supply at an amount that is less than the gas
2 utility supply rate. The Commission shall adopt rules to
3 implement this subsection (b).

4 (c) An agreement entered into between an alternative retail
5 gas supplier and a consumer who received financial assistance
6 in the last 12 months from the Low Income Home Energy
7 Assistance Program or at the time of enrollment is
8 participating in the Percentage of Income Payment Plan is void
9 and unenforceable. Before the gas utility executes a change in
10 a customer's supplier, other than a change pursuant to a
11 government aggregation program adopted in accordance with
12 Section 1-92 of the Illinois Power Agency or pursuant to a
13 Commission-approved savings guarantee plan as described in
14 subsection (b), the gas utility shall confirm at the time of
15 the request that its records do not indicate that the customer
16 received financial assistance within the preceding 12 months
17 from either the Low Income Home Energy Assistance Program or
18 the Percentage of Income Payment Plan and, if its records so
19 indicate, shall reject the change request. Absent willful or
20 wanton misconduct, no gas utility shall be held liable for any
21 error in acting or failing to act pursuant to this Section.

22 (220 ILCS 5/19-130)

23 Sec. 19-130. Commission study and report. The Commission's
24 Office of Retail Market Development shall prepare an annual
25 report regarding the development of competitive retail natural

1 gas markets in Illinois. The Office shall monitor existing
2 competitive conditions in Illinois, identify barriers to
3 retail competition for all customer classes, and actively
4 explore and propose to the Commission and to the General
5 Assembly solutions to overcome identified barriers. Solutions
6 proposed by the Office to promote retail competition must also
7 promote safe, reliable, and affordable natural gas service.

8 On or before October 1 of each year, beginning in 2015, the
9 Director shall submit a report to the Commission, the General
10 Assembly, and the Governor, that includes, at a minimum, the
11 following information:

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

14 (2) a discussion of any identified barriers to the
15 development of competitive retail natural gas markets in
16 Illinois and proposed solutions to overcome identified
17 barriers; and

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

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

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

1 Sec. 19-135. Single billing.

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

17 (b) Every alternative gas supplier that issues a single
18 bill for delivery and supply shall include on the single bill
19 issued to a residential customer the current utility gas supply
20 cost rate per therm that would apply to the customer for the
21 billing period if the customer obtained supply from the
22 utility, including all fixed or monthly supply charges and
23 other charges, credits, or rates that are part of the gas
24 supply price.

25 (c) Every gas utility that offers supply choice and
26 provides delivery and alternative gas supply service on a

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

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

10 (220 ILCS 5/20-110)

11 Sec. 20-110. Office of Retail Market Development. Within 90
12 days after the effective date of this amendatory Act of the
13 94th General Assembly, subject to appropriation, the
14 Commission shall establish an Office of Retail Market
15 Development and employ on its staff a Director of Retail Market
16 Development to oversee the Office. The Director shall have
17 authority to employ or otherwise retain at least 2
18 professionals dedicated to the task of actively seeking out
19 ways to promote retail competition in Illinois to benefit all
20 Illinois consumers.

21 The Office shall actively seek input from all interested
22 parties and shall develop a thorough understanding and critical
23 analyses of the tools and techniques used to promote retail
24 competition in other states.

25 The Office shall monitor existing competitive conditions

1 in Illinois, identify barriers to retail competition for all
2 customer classes, and actively explore and propose to the
3 Commission and to the General Assembly solutions to overcome
4 identified barriers. The Director may include municipal
5 aggregation of customers and creating and designing customer
6 choice programs as tools for retail market development.
7 Solutions proposed by the Office to promote retail competition
8 must also promote safe, reliable, and affordable electric
9 service.

10 On or before June 30 of each year, the Director shall
11 submit a report to the Commission, the General Assembly, and
12 the Governor, that details specific accomplishments achieved
13 by the Office in the prior 12 months in promoting retail
14 electric competition and that suggests administrative and
15 legislative action necessary to promote further improvements
16 in retail electric competition. On or before June 30, 2021 and
17 every year thereafter, the report shall include the information
18 submitted to the Commission pursuant to paragraph (iii) of
19 subsection (a) of Section 16-115A.

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

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

24 (815 ILCS 505/2EE)

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

3 (a) An alternative retail electric supplier ~~electric~~
4 ~~service provider~~ shall not submit or execute a change in a
5 consumer's ~~subscriber's~~ selection of a provider of electric
6 service unless and until:

7 (i) the alternative retail electric supplier ~~provider~~
8 first discloses all material terms and conditions of the
9 offer to the consumer ~~subscriber~~;

10 (ii) the alternative retail electric supplier
11 discloses the utility electric supply price to compare,
12 which shall be the sum of the electric supply charge and
13 the transmission services charge, and shall not include the
14 purchased electricity adjustment, applicable at the time
15 the offer is made to the consumer;

16 (iii) the alternative retail electric provider
17 discloses the following statement:

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

1 adjustment factor that may range between +.5 cents and
2 -.5 cents per kilowatt hour. For more information go to
3 the Illinois Commerce Commission's free website at
4 www.pluginillinois.org.";

5 (iv) the alternative retail electric supplier has
6 obtained the consumer's express agreement to accept the
7 offer after the disclosure of all material terms and
8 conditions of the offer; and

9 (v) the alternative retail electric supplier has
10 confirmed the request for a change in accordance with one
11 of the following procedures: (ii) the provider has obtained
12 ~~the subscriber's express agreement to accept the offer~~
13 ~~after the disclosure of all material terms and conditions~~
14 ~~of the offer; and (iii) the provider has confirmed the~~
15 ~~request for a change in accordance with one of the~~
16 ~~following procedures:~~

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

22 (1) An alternative retail electric supplier
23 ~~electric service provider~~ shall obtain any
24 necessary written or electronically signed
25 authorization from a consumer ~~subscriber~~ for a
26 change in electric service by using a letter of

1 agency as specified in this Section. Any letter of
2 agency that does not conform with this Section is
3 invalid.

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

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

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

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

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

7 (i) The consumer's ~~subscriber's~~ billing
8 name and address;

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

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

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

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

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

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

22 Automated third-party verification systems and
23 3-way conference calls may be used for verification
24 purposes so long as the other requirements of this
25 subsection (b) are satisfied.

26 A supplier or supplier's sales representative

1 initiating a 3-way conference call or a call through an
2 automated verification system must drop off the call
3 once the 3-way connection has been established.

4 All third-party verification methods shall elicit,
5 at a minimum, the following information: (i) the
6 identity of the consumer ~~subscriber~~; (ii) confirmation
7 that the person on the call is authorized to make the
8 supplier change; (iii) confirmation that the person on
9 the call wants to make the supplier change; (iv) the
10 names of the suppliers affected by the change; (v) the
11 service address of the supply to be switched; and (vi)
12 the price of the service to be supplied and the
13 material terms and conditions of the service being
14 offered, including whether any early termination fees
15 apply. Third-party verifiers may not market the
16 supplier's services by providing additional
17 information, including information regarding
18 procedures to block or otherwise freeze an account
19 against further changes.

20 All third-party verifications shall be conducted
21 in the same language that was used in the underlying
22 sales transaction and shall be recorded in their
23 entirety. Submitting suppliers shall maintain and
24 preserve audio records of verification of subscriber
25 authorization for a minimum period of 2 years after
26 obtaining the verification. Automated systems must

1 provide consumers with an option to speak with a live
2 person at any time during the call. Each disclosure
3 made during the third-party verification must be made
4 individually to obtain clear acknowledgment of each
5 disclosure. The alternative retail electric supplier
6 must be in a location where he or she cannot hear the
7 customer while the third-party verification is
8 conducted. The alternative retail electric supplier
9 shall not contact the customer after the third-party
10 verification for a period of 24 hours unless the
11 customer initiates the contact.

12 (C) ~~(e)~~ When a consumer ~~subscriber~~ initiates the
13 call to the prospective alternative retail electric
14 supplier ~~electric supplier~~, in order to enroll the
15 consumer ~~subscriber~~ as a customer, the prospective
16 alternative retail electric supplier must, with the
17 consent of the customer, make a date-stamped,
18 time-stamped audio recording that elicits, at a
19 minimum, the following information:

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

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

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

25 (4) the names of the suppliers affected by the
26 change;

1 (5) the service address of the supply to be
2 switched; and

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

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

10 (b) An alternative retail electric supplier electric
11 service provider also shall not submit or execute a change in a
12 consumer's selection of a provider of electric service unless
13 it complies with the following requirements of this subsection
14 (b). It is a violation of this Section for an alternative
15 retail electric supplier to fail to comply with this subsection
16 (b).

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

1 electric power and energy service offers. An alternative
2 retail electric supplier that is an affiliate of an
3 Illinois public utility and that was doing business in
4 Illinois providing alternative retail electric service on
5 January 1, 2016 may continue to use that public utility's
6 name, logo, identifying insignia, graphics, or wording in
7 its business operations occurring outside the service
8 territory of the public utility with which it is
9 affiliated.

10 (2) During a solicitation, an alternative retail
11 electric supplier shall state that he or she represents an
12 independent seller of electric power and energy service
13 certified by the Illinois Commerce Commission and that he
14 or she is not employed by, representing, endorsed by, or
15 acting on behalf of, a utility, or a utility program, a
16 consumer group or consumer group program, or a governmental
17 body, unless the alternative retail electric supplier has
18 entered into a contractual arrangement with the
19 governmental body and has been authorized by the
20 governmental body to make the statements.

21 (3) Alternative retail electric suppliers who engage
22 in in-person solicitation for the purpose of selling
23 electric power and energy service offered by the
24 alternative retail electric supplier shall display
25 identification on an outer garment. This identification
26 shall be visible at all times and prominently display the

1 following: (i) the alternative retail electric supplier
2 agent's full name in reasonable size font; (ii) an agent
3 identification number; (iii) a photograph of the
4 alternative retail electric supplier agent; and (iv) the
5 trade name and logo of the alternative retail electric
6 supplier the agent is representing. If the agent is selling
7 electric power and energy services from multiple
8 alternative retail electric supplier to the customer, the
9 identification shall display the trade name and logo of the
10 agent, broker, or consultant entity as that entity is
11 defined in Section 16-115C of the Public Utilities Act.

12 An alternative retail electric supplier agent shall
13 leave the premises at the customer's, owner's, or
14 occupant's request. The alternative retail electric
15 supplier agent shall, during the sales presentation to the
16 customer, verbally disclose all material terms and
17 conditions of the offer. A copy of the Uniform Disclosure
18 Statement described in 83 Ill. Adm. Code 412.115 and
19 412.Appendix A is to be left with the customer at the
20 conclusion of the visit unless a customer refuses to accept
21 a copy. An alternative retail electric supplier agent may
22 provide the Uniform Disclosure Statement electronically
23 instead of in paper form to a customer upon that customer's
24 request. The alternative retail electric supplier shall
25 also offer, at the time of the initiation of the
26 solicitation, a business card or other material that lists

1 the agent's name, identification number and title, and the
2 alternative retail electric suppliers' name and contact
3 information, including telephone number. The alternative
4 retail electric supplier shall not conduct any in-person
5 solicitations at any building or premises where any sign,
6 notice, or declaration of any description whatsoever is
7 posted that prohibits sales, marketing, or solicitations.
8 The alternative retail electric supplier agent shall
9 obtain consent to enter multi-unit residential dwellings.
10 Consent obtained to enter a multi-unit dwelling from one
11 prospective customer or occupant of the dwelling shall not
12 constitute consent to market to any other prospective
13 customers in the dwelling without separate consent.

14 (4) An alternative retail electric supplier who
15 contacts customers by telephone for the purpose of selling
16 electric power and energy service shall provide the agent's
17 name and identification number. An alternative retail
18 electric supplier agent shall, during the sales
19 presentation to the customer, disclose all material terms
20 and conditions of the offer unless the sales presentation
21 is terminated by the customer before the disclosures are
22 completed. Any telemarketing solicitations that lead to a
23 telephone enrollment must be recorded and retained for a
24 minimum of 2 years. All telemarketing calls that do not
25 lead to a telephone enrollment, but last at least 2
26 minutes, shall be recorded and retained for a minimum of 6

1 months.

2 (5) An alternative retail electric supplier shall
3 state that he or she represents an independent seller of
4 electric power and energy service certified by the Illinois
5 Commerce Commission. An alternative retail electric
6 supplier shall not state or otherwise imply that he or she
7 is employed by, representing, endorsed by, or acting on
8 behalf of a utility or a utility program, a consumer group
9 or consumer group program, or a governmental body, unless
10 the alternative retail electric supplier has entered into a
11 contractual arrangement with the governmental body and has
12 been authorized by the governmental body to make the
13 statements. The alternative retail electric supplier shall
14 verbally disclose all material terms and conditions of the
15 offer. All inbound enrollment calls that lead to an
16 enrollment shall be recorded, and the recordings shall be
17 retained for a minimum of 2 years. An inbound enrollment
18 call that does not lead to an enrollment, but lasts at
19 least 2 minutes, shall be retained for a minimum of 6
20 months. The alternative retail electric supplier shall
21 send the Uniform Disclosure Statement and contract to the
22 customer within 3 business days after the electric
23 utility's confirmation to the alternative retail electric
24 supplier of an accepted enrollment.

25 (6) If an alternative retail electric supplier
26 contacts customers for enrollment for electric power and

1 energy service by direct mail, the direct mail material
2 shall include all material terms and conditions of the
3 products or services offered. Statements in direct mail
4 material shall not claim that the alternative retail
5 electric supplier represents, is endorsed by, or is acting
6 on behalf of a utility or a utility program, a consumer
7 group or program, or a governmental body or program, unless
8 the alternative retail electric supplier has entered into a
9 contractual arrangement with the governmental body and has
10 been authorized by the governmental body to make the
11 statements. If a direct mail solicitation includes a
12 written letter of agency, it shall include the Uniform
13 Disclosure Statement described in 83 Ill. Adm. Code 412.115
14 and 412.Appendix A. The Uniform Disclosure Statement shall
15 be provided on a separate page from the other marketing
16 materials included in the direct mail solicitation. If a
17 written letter of agency is being used to authorize a
18 customer's enrollment, the written letter of agency shall
19 comply with this Section. A copy of the contract must be
20 sent to the customer within 3 business days after the
21 electric utility's confirmation to the alternative retail
22 electric supplier of an accepted enrollment.

23 (7) Each alternative retail electric supplier offering
24 electric power and energy service to customers online shall
25 clearly and conspicuously make all disclosures for any
26 services offered through online enrollment before

1 requiring the customer to enter any personal information
2 other than zip code, electric utility service territory, or
3 type of service sought. Alternative retail electric
4 suppliers' marketing material shall not make any
5 statements that it is a representative of, endorsed by, or
6 acting on behalf of, a utility or a utility program, a
7 consumer group or a program run by a consumer group, a
8 governmental body or a program run by a governmental body,
9 unless the alternative retail electric supplier has
10 entered into a contractual arrangement with the
11 governmental body and has been authorized by the
12 governmental body to make the statements. The Uniform
13 Disclosure Statement must be printable in a portable
14 document format (PDF) and shall be available
15 electronically to the customer. The enrollment website of
16 the alternative retail electric supplier shall, at a
17 minimum, include: (i) disclosure of all material terms and
18 conditions of the offer; (ii) a statement that electronic
19 acceptance of the terms and conditions is an agreement to
20 initiate service and begin enrollment; (iii) a statement
21 that the customer should review the contract or contact the
22 current supplier to learn if any early termination fees are
23 applicable; and (iv) an e-mail address and toll-free phone
24 number of the alternative retail electric supplier where
25 the customer can express a decision to rescind the
26 contract.

1 (8) If an alternative retail electric supplier seeks to
2 renew a customer's contract, then at least 30 days, but no
3 more than 60 days, before the end of the current contract
4 term the alternative retail electric supplier shall
5 provide to the customer a written notice that includes a
6 side-by-side comparison of the rate the customer is being
7 charged pursuant to the current contract and the rate the
8 customer would be charged pursuant to the renewed contract.
9 An alternative retail electric supplier shall not
10 automatically renew a customer's enrollment after the
11 current term of the contract expires if the customer does
12 not expressly consent to the contract renewal in writing or
13 by electronic signature at least 30 days, but no more than
14 60 days, before the current contract term expires and (i)
15 the rate the customer would be charged pursuant to the
16 renewed contract is greater than the rate of the current
17 contract, or (ii) the current contract provides that the
18 customer will be charged a fixed rate and the renewed
19 contract provides the customer will be charged a variable
20 rate.

21 (9) All solicitations shall be conducted in,
22 translated into, and provided in a language in which the
23 customer subject to the marketing or solicitation is able
24 to understand and communicate. An alternative retail
25 electric supplier shall not solicit an enrollment of or
26 enroll any customer if the alternative retail electric

1 supplier is unable to communicate and provide marketing
2 materials in a language in which the customer subject to
3 the marketing or solicitation is able to understand and
4 communicate and shall comply with Section 2N of this Act.

5 (10) Customers on a month-to-month variable rate or
6 time-of-use product shall have the right to terminate their
7 contract with the alternative retail electric supplier at
8 any time without any termination fee.

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

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

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

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

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

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

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

24 "Alternative retail electric supplier" has the meaning
25 given to that term in Section 16-102 of the Public Utilities
26 Act.

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

2 (815 ILCS 505/2DDD)

3 Sec. 2DDD. Alternative gas suppliers.

4 (a) Definitions.

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

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

9 (b) It is an unfair or deceptive act or practice within the
10 meaning of Section 2 of this Act for any person to violate any
11 provision of this Section.

12 (c) Solicitation.

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

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

5 (2.3) An alternative retail gas supplier shall state
6 that it represents an independent seller of gas certified
7 by the Illinois Commerce Commission and that he or she is
8 not employed by, representing, endorsed by, or acting on
9 behalf of a utility, or a utility program.

10 (2.5) All solicitations shall be conducted in,
11 translated into, and provided in a language in which the
12 customer subject to the marketing or solicitation is able
13 to understand and communicate. An alternative retail
14 electric supplier shall not solicit an enrollment of or
15 enroll any customer if the alternative retail electric
16 supplier is unable to communicate and provide marketing
17 materials in a language in which the customer subject to
18 the marketing or solicitation is able to understand and
19 communicate and shall comply with Section 2N of this Act.

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

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

25 (B) where the solicitation occurs in person,
26 including through door-to-door solicitation, the

1 salesperson's name;

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

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

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

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

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

22 "(Name of the alternative retail gas supplier) is
23 not the same entity as your gas delivery company. You
24 are not required to enroll with (name of alternative
25 retail gas supplier). On (effective date), the utility
26 gas supply cost rate per therm is (cost). The utility

1 gas supply cost will expire on (expiration date). For
2 more information go to the Illinois Commerce
3 Commission's free website at
4 www.icc.illinois.gov/ags/consumereducation.aspx."

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

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

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

25 (1) The alternative gas supplier has obtained the
26 customer's written or electronically signed authorization

1 in a form that meets the following requirements:

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

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

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

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

1 natural gas provider change by signing the check. The
2 letter of agency language also shall be placed near the
3 signature line on the back of the check.

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

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

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

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

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

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

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

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

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

1 unless the customer initiates the contact.

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

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

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

21 (A) the identity of the customer;

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

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

26 (D) the names of the providers affected by the

1 change;

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

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

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

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

20 (A) The Internet enrollment website shall, at a
21 minimum, include:

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

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

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

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

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

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

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

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

5 (e) Early Termination.

6 (1) Any agreement that contains an early termination
7 clause shall disclose the amount of the early termination
8 fee, provided that any early termination fee or penalty
9 shall not exceed \$50 total, regardless of whether or not
10 the agreement is a multiyear agreement. Customers on a
11 month-to-month variable rate or time-of-use product shall
12 have the right to terminate their contract with the
13 alternative retail gas supplier at any time without any
14 termination fee.

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

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

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

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

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

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

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

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

16 (f-5) An alternative retail gas supplier must also comply
17 with the following requirements of this subsection (f-5). It is
18 a violation of this Section for an alternative retail electric
19 supplier to fail to comply with this subsection (f-5).

20 (1) If an alternative retail gas supplier seeks to
21 renew a customer's contract, then at least 30 days, but no
22 more than 60 days, before the end of the current contract
23 term the alternative retail gas supplier shall provide to
24 the customer a written notice that includes a side-by-side
25 comparison of the rate the customer is being charged
26 pursuant to the current contract and the rate the customer

1 would be charged pursuant to the renewed contract. An
2 alternative retail gas supplier shall not automatically
3 renew a customer's enrollment after the current term of the
4 contract expires if the customer does not expressly consent
5 to the contract renewal in writing or by electronic
6 signature at least 30 days, but no more than 60 days,
7 before the current contract term expires and (i) the rate
8 the customer would be charged pursuant to the renewed
9 contract is greater than the rate of the current contract,
10 or (ii) the current contract provides that the customer
11 will be charged a fixed rate and the renewed contract
12 provides the customer will be charged a variable rate.

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

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

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