



102ND GENERAL ASSEMBLY

State of Illinois

2021 and 2022

HB3116

Introduced 2/19/2021, by Rep. Eva Dina Delgado

SYNOPSIS AS INTRODUCED:

220 ILCS 5/16-115A
220 ILCS 5/19-115
220 ILCS 5/19-130

Amends the Public Utilities Act. Provides that an alternative retail electric supplier by May 31, 2020 and every June 30 (rather than May 31) thereafter, shall submit to the Illinois Commerce Commission and the Office of the Attorney General the rates the retail electric supplier charged to residential customers in the prior year. Provides that alternative gas suppliers serving or seeking to serve residential or small commercial customers shall, by January 1, 2020 and every September 30 (rather than January 1) thereafter, submit to the Commission and the Office of the Attorney General the rates the alternative gas supplier charged to residential customers in the prior year. Provides that on or before October 31 (rather than October 1), the Director of the Commission's Office of Retail Market Development shall submit an annual report regarding the development of competitive retail natural gas markets in Illinois to the Commission, the General Assembly, and the Governor. Effective immediately.

LRB102 04391 SPS 14409 b

1 AN ACT concerning regulation.

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

4 Section 5. The Public Utilities Act is amended by changing
5 Sections 16-115A, 19-115, and 19-130 as follows:

6 (220 ILCS 5/16-115A)

7 Sec. 16-115A. Obligations of alternative retail electric
8 suppliers.

9 (a) An alternative retail electric supplier:

10 (i) shall comply with the requirements imposed on
11 public utilities by Sections 8-201 through 8-207, 8-301,
12 8-505 and 8-507 of this Act, to the extent that these
13 Sections have application to the services being offered by
14 the alternative retail electric supplier;

15 (ii) shall continue to comply with the requirements
16 for certification stated in subsection (d) of Section
17 16-115;

18 (iii) by May 31, 2020 and every June 30 ~~May 31~~
19 thereafter, shall submit to the Commission and the Office
20 of the Attorney General the rates the retail electric
21 supplier charged to residential customers in the prior
22 year, including each distinct rate charged and whether the
23 rate was a fixed or variable rate, the basis for the

1 variable rate, and any fees charged in addition to the
2 supply rate, including monthly fees, flat fees, or other
3 service charges; and

4 (iv) shall make publicly available on its website,
5 without the need for a customer login, rate information
6 for all of its variable, time-of-use, and fixed rate
7 contracts currently available to residential customers,
8 including, but not limited to, fixed monthly charges,
9 early termination fees, and kilowatt-hour charges.

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

15 (c) No alternative retail electric supplier, or electric
16 utility other than the electric utility in whose service area
17 a customer is located, shall (i) enter into or employ any
18 arrangements which have the effect of preventing a retail
19 customer with a maximum electrical demand of less than one
20 megawatt from having access to the services of the electric
21 utility in whose service area the customer is located or (ii)
22 charge retail customers for such access. This subsection shall
23 not be construed to prevent an arms-length agreement between a
24 supplier and a retail customer that sets a term of service,
25 notice period for terminating service and provisions governing
26 early termination through a tariff or contract as allowed by

1 Section 16-119.

2 (d) An alternative retail electric supplier that is
3 certified to serve residential or small commercial retail
4 customers shall not:

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

11 (2) deny service to a customer or group of customers
12 based on locality nor establish any unreasonable
13 difference as to prices, terms, conditions, services,
14 products, or facilities as between localities.

15 (e) An alternative retail electric supplier shall comply
16 with the following requirements with respect to the marketing,
17 offering and provision of products or services to residential
18 and small commercial retail customers:

19 (i) All marketing materials, including, but not
20 limited to, electronic marketing materials, in-person
21 solicitations, and telephone solicitations, shall contain
22 information that adequately discloses the prices, terms,
23 and conditions of the products or services that the
24 alternative retail electric supplier is offering or
25 selling to the customer and shall disclose the current
26 utility electric supply price to compare applicable at the

1 time the alternative retail electric supplier is offering
2 or selling the products or services to the customer and
3 shall disclose the date on which the utility electric
4 supply price to compare became effective and the date on
5 which it will expire. The utility electric supply price to
6 compare shall be the sum of the electric supply charge and
7 the transmission services charge and shall not include the
8 purchased electricity adjustment. The disclosure shall
9 include a statement that the price to compare does not
10 include the purchased electricity adjustment, and, if
11 applicable, the range of the purchased electricity
12 adjustment. All marketing materials, including, but not
13 limited to, electronic marketing materials, in-person
14 solicitations, and telephone solicitations, shall include
15 the following statement:

16 "(Name of the alternative retail electric
17 supplier) is not the same entity as your electric
18 delivery company. You are not required to enroll with
19 (name of alternative retail electric supplier).
20 Beginning on (effective date), the electric supply
21 price to compare is (price in cents per kilowatt
22 hour). The electric utility electric supply price will
23 expire on (expiration date). The utility electric
24 supply price to compare does not include the purchased
25 electricity adjustment factor. For more information go
26 to the Illinois Commerce Commission's free website at

1 www.pluginillinois.org.".

2 If applicable, the statement shall also include the
3 following statement:

4 "The purchased electricity adjustment factor may
5 range between +.5 cents and -.5 cents per kilowatt
6 hour.".

7 This paragraph (i) does not apply to goodwill or
8 institutional advertising.

9 (ii) Before any customer is switched from another
10 supplier, the alternative retail electric supplier shall
11 give the customer written information that adequately
12 discloses, in plain language, the prices, terms and
13 conditions of the products and services being offered and
14 sold to the customer. This written information shall be
15 provided in a language in which the customer subject to
16 the marketing or solicitation is able to understand and
17 communicate, and the alternative retail electric supplier
18 shall not switch a customer who is unable to understand
19 and communicate in a language in which the marketing or
20 solicitation was conducted. The alternative retail
21 electric supplier shall comply with Section 2N of the
22 Consumer Fraud and Deceptive Business Practices Act.

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

1 fuel types used to generate the electricity offered or
2 sold to customers.

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

10 (v) All in-person and telephone solicitations shall be
11 conducted in, translated into, and provided in a language
12 in which the consumer subject to the marketing or
13 solicitation is able to understand and communicate. An
14 alternative retail electric supplier shall terminate a
15 solicitation if the consumer subject to the marketing or
16 communication is unable to understand and communicate in
17 the language in which the marketing or solicitation is
18 being conducted. An alternative retail electric supplier
19 shall comply with Section 2N of the Consumer Fraud and
20 Deceptive Business Practices Act.

21 (vi) Each alternative retail electric supplier shall
22 conduct training for individual representatives engaged in
23 in-person solicitation and telemarketing to residential
24 customers on behalf of that alternative retail electric
25 supplier prior to conducting any such solicitations on the
26 alternative retail electric supplier's behalf. Each

1 alternative retail electric supplier shall submit a copy
2 of its training material to the Commission on an annual
3 basis and the Commission shall have the right to review
4 and require updates to the material. After initial
5 training, each alternative retail electric supplier shall
6 be required to conduct refresher training for its
7 individual representatives every 6 months.

8 (f) An alternative retail electric supplier may limit the
9 overall size or availability of a service offering by
10 specifying one or more of the following: a maximum number of
11 customers, maximum amount of electric load to be served, time
12 period during which the offering will be available, or other
13 comparable limitation, but not including the geographic
14 locations of customers within the area which the alternative
15 retail electric supplier is certificated to serve. The
16 alternative retail electric supplier shall file the terms and
17 conditions of such service offering including the applicable
18 limitations with the Commission prior to making the service
19 offering available to customers.

20 (g) Nothing in this Section shall be construed as
21 preventing an alternative retail electric supplier, which is
22 an affiliate of, or which contracts with, (i) an industry or
23 trade organization or association, (ii) a membership
24 organization or association that exists for a purpose other
25 than the purchase of electricity, or (iii) another
26 organization that meets criteria established in a rule adopted

1 by the Commission, from offering through the organization or
2 association services at prices, terms and conditions that are
3 available solely to the members of the organization or
4 association.

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

6 (220 ILCS 5/19-115)

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

8 (a) The provisions of this Section shall apply only to
9 alternative gas suppliers serving or seeking to serve
10 residential or small commercial customers and only to the
11 extent such alternative gas suppliers provide services to
12 residential or small commercial customers.

13 (b) An alternative gas supplier:

14 (1) shall comply with the requirements imposed on
15 public utilities by Sections 8-201 through 8-207, 8-301,
16 8-505 and 8-507 of this Act, to the extent that these
17 Sections have application to the services being offered by
18 the alternative gas supplier;

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

21 (3) shall comply with complaint procedures established
22 by the Commission;

23 (4) except as provided in subsection (h) of this
24 Section, shall file with the Chief Clerk of the
25 Commission, within 20 business days after the effective

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

15 (5) shall maintain a customer call center where
16 customers can reach a representative and receive current
17 information. At least once every 6 months, each
18 alternative gas supplier shall provide written information
19 to customers explaining how to contact the call center.
20 The average answer time for calls placed to the call
21 center shall not exceed 60 seconds where a representative
22 or automated system is ready to render assistance and/or
23 accept information to process calls. The abandon rate for
24 calls placed to the call center shall not exceed 10%. Each
25 alternative gas supplier shall maintain records of the
26 call center's telephone answer time performance and

1 abandon call rate. These records shall be kept for a
2 minimum of 2 years and shall be made available to
3 Commission personnel upon request. In the event that
4 answer times and/or abandon rates exceed the limits
5 established above, the reporting alternative gas supplier
6 may provide the Commission or its personnel with
7 explanatory details. At a minimum, these records shall
8 contain the following information in monthly increments:

9 (A) total number of calls received;

10 (B) number of calls answered;

11 (C) average answer time;

12 (D) number of abandoned calls; and

13 (E) abandon call rate.

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

22 On or before March 1 of every year, each entity shall
23 file a report with the Chief Clerk of the Commission for
24 the preceding calendar year on its answer time and abandon
25 call rate for its call center. A copy of the report shall
26 be sent to the Manager of the Consumer Services Division

1 or its successor;

2 (6) by January 1, 2020 and every September 30 ~~January~~
3 ~~±~~ thereafter, shall submit to the Commission and the
4 Office of the Attorney General the rates the alternative
5 gas supplier charged to residential customers in the prior
6 year, including each distinct rate charged and whether the
7 rate was a fixed or variable rate, the basis for the
8 variable rate, and any fees charged in addition to the
9 supply rate, including monthly fees, flat fees, or other
10 service charges; and

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

25 (A) the identity of the customer;

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

1 authorized to make the provider change;

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

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

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

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

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

23 (3) The alternative gas supplier has obtained the
24 customer's authorization via an automated verification
25 system to change natural gas service via telephone. An
26 automated verification system is an electronic system

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

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

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

22 (A) the identity of the customer;

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

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

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

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

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

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

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

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

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

26 (ii) a conspicuous prompt for the customer to

1 print or save a copy of the contract.

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

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

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

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

23 (6) When a customer is solicited in person by the
24 alternative gas supplier's sales agent, the alternative
25 gas supplier may only obtain the customer's authorization
26 to change natural gas service through the method provided

1 for in paragraph (2) of this subsection (c).

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

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

12 (1) Require the violating alternative gas supplier to
13 refund the customer charges collected in excess of those
14 that would have been charged by the customer's authorized
15 natural gas provider.

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

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

26 (4) Issue a cease and desist order.

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

5 (e) No alternative gas supplier shall:

6 (1) enter into or employ any arrangements which have
7 the effect of preventing any customer from having access
8 to the services of the gas utility in whose service area
9 the customer is located;

10 (2) charge customers for such access;

11 (3) bill for goods or services not authorized by the
12 customer; or

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

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

26 (1) deny service to a customer or group of customers

1 nor establish any differences as to prices, terms,
2 conditions, services, products, facilities, or in any
3 other respect, whereby such denial or differences are
4 based upon race, gender, or income, except as provided in
5 Section 19-116;

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

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

19 (4) assign the agreement to any alternative natural
20 gas supplier, unless:

21 (A) the supplier is an alternative gas supplier
22 certified by the Commission;

23 (B) the rates, terms, and conditions of the
24 agreement being assigned do not change during the
25 remainder of the time covered by the agreement;

26 (C) the customer is given no less than 30 days

1 prior written notice of the assignment and contact
2 information for the new supplier; and

3 (D) the supplier assigning the contract provides
4 contact information that a customer can use to resolve
5 a dispute.

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

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

25 "(Name of the alternative gas supplier) is not the
26 same entity as your gas delivery company. You are not

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

8 This paragraph (1) does not apply to goodwill or
9 institutional advertising.

10 (2) Before any customer is switched from another
11 supplier, the alternative gas supplier shall give the
12 customer written information that clearly and
13 conspicuously discloses, in plain language, the prices,
14 terms, and conditions of the products and services being
15 offered and sold to the customer. This written information
16 shall be provided in a language in which the customer
17 subject to the marketing or solicitation is able to
18 understand and communicate, and the alternative gas
19 supplier shall not switch a customer who is unable to
20 understand and communicate in a language in which the
21 marketing or solicitation was conducted. The alternative
22 gas supplier shall comply with Section 2N of the Consumer
23 Fraud and Deceptive Business Practices Act. Nothing in
24 this paragraph (2) may be read to relieve an alternative
25 gas supplier from the duties imposed on it by item (3) of
26 subsection (c) of Section 2DDD of the Consumer Fraud and

1 Deceptive Business Practices Act.

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

4 (A) accurate, timely, and itemized billing
5 statements that describe the products and services
6 provided to the customer and their prices and that
7 specify the gas consumption amount and any service
8 charges and taxes; provided that this item (g) (3) (A)
9 does not apply to small commercial customers;

10 (B) billing statements that clearly and
11 conspicuously discloses the name and contact
12 information for the alternative gas supplier;

13 (C) an additional statement, at least annually,
14 that adequately discloses the average monthly prices,
15 and the terms and conditions, of the products and
16 services sold to the customer; provided that this item
17 (g) (3) (C) does not apply to small commercial
18 customers;

19 (D) refunds of any deposits with interest within
20 30 days after the date that the customer changes gas
21 suppliers or discontinues service if the customer has
22 satisfied all of his or her outstanding financial
23 obligations to the alternative gas supplier at an
24 interest rate set by the Commission which shall be the
25 same as that required of gas utilities; and

26 (E) refunds, in a timely fashion, of all

1 undisputed overpayments upon the oral or written
2 request of the customer.

3 (4) An alternative gas supplier and its sales agents
4 shall refrain from any direct marketing or soliciting to
5 consumers on the gas utility's "Do Not Contact List",
6 which the alternative gas supplier shall obtain on the
7 15th calendar day of the month from the gas utility in
8 whose service area the consumer is provided with gas
9 service. If the 15th calendar day is a non-business day,
10 then the alternative gas supplier shall obtain the list on
11 the next business day following the 15th calendar day of
12 that month.

13 (5) Early Termination.

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

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

1 agreement shall disclose the opportunity and provide a
2 toll-free phone number that the customer may call in
3 order to terminate the agreement. Beginning January 1,
4 2020, residential and small commercial customers shall
5 have a right to terminate their agreements with
6 alternative gas suppliers at any time without any
7 termination fees or penalties.

8 (6) Within 2 business days after electronic receipt of
9 a customer switch from the alternative gas supplier and
10 confirmation of eligibility, the gas utility shall provide
11 the customer written notice confirming the switch. The gas
12 utility shall not switch the service until 10 business
13 days after the date on the notice to the customer.

14 (7) The alternative gas supplier shall provide each
15 customer the opportunity to rescind its agreement without
16 penalty within 10 business days after the date on the gas
17 utility notice to the customer. The alternative gas
18 supplier shall disclose all of the following:

19 (A) that the gas utility shall send a notice
20 confirming the switch;

21 (B) that from the date the utility issues the
22 notice confirming the switch, the customer shall have
23 10 business days to rescind the switch without
24 penalty;

25 (C) that the customer shall contact the gas
26 utility or the alternative gas supplier to rescind the

1 switch; and

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

3 The alternative gas supplier disclosure shall be
4 included in its sales solicitations, contracts, and all
5 applicable sales verification scripts.

6 (8) All in-person and telephone solicitations shall be
7 conducted in, translated into, and provided in a language
8 in which the consumer subject to the marketing or
9 solicitation is able to understand and communicate. An
10 alternative gas supplier shall terminate a solicitation if
11 the consumer subject to the marketing or communication is
12 unable to understand and communicate in the language in
13 which the marketing or solicitation is being conducted. An
14 alternative gas supplier shall comply with Section 2N of
15 the Consumer Fraud and Deceptive Business Practices Act.

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

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

21 (2) time period during which the offering will be
22 available; or

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

26 The alternative gas supplier shall file the terms and

1 conditions of such service offering including the applicable
2 limitations with the Commission prior to making the service
3 offering available to customers.

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

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

15 (220 ILCS 5/19-130)

16 Sec. 19-130. Commission study and report. The Commission's
17 Office of Retail Market Development shall prepare an annual
18 report regarding the development of competitive retail natural
19 gas markets in Illinois. The Office shall monitor existing
20 competitive conditions in Illinois, identify barriers to
21 retail competition for all customer classes, and actively
22 explore and propose to the Commission and to the General
23 Assembly solutions to overcome identified barriers. Solutions
24 proposed by the Office to promote retail competition must also
25 promote safe, reliable, and affordable natural gas service.

1 On or before October 31 ~~1~~ of each year, ~~beginning in 2015,~~
2 the Director shall submit a report to the Commission, the
3 General Assembly, and the Governor, that includes, at a
4 minimum, the following information:

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

7 (2) a discussion of any identified barriers to the
8 development of competitive retail natural gas markets in
9 Illinois and proposed solutions to overcome identified
10 barriers; and

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

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

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

18 Section 99. Effective date. This Act takes effect upon
19 becoming law.