



102ND GENERAL ASSEMBLY

State of Illinois

2021 and 2022

HB4973

Introduced 1/27/2022, by Rep. Eva Dina Delgado

SYNOPSIS AS INTRODUCED:

220 ILCS 5/16-115
220 ILCS 5/16-115B
220 ILCS 5/16-115C
220 ILCS 5/19-110
815 ILCS 505/2EE
815 ILCS 505/2DDD

Amends the Public Utilities Act. Provides that a certificate of service authority granted to an alternative retail electric supplier or alternative gas supplier or a license granted to an agent, broker, or consultant engaged in the procurement or sale of retail electricity supply for third parties is not property and the grant of a certificate or license does not create a property interest. Makes changes in provisions concerning certification of alternative retail electric suppliers; Illinois Commerce Commission oversight of services provided by alternative retail electric suppliers; licensure of agents, brokers, and consultants engaged in the procurement or sale of retail electricity supply for third parties; and certification of alternative gas suppliers. Amends the Consumer Fraud and Deceptive Business Practices Act. Provides that if the Commission finds that an alternative retail electric supplier has violated specified provisions, it may require a violating alternative retail electric supplier to pay a fine of up to \$10,000 (rather than \$1,000) into the Public Utility Fund for each violation (rather than each repeated and intentional violation) or, for a pattern of violation or for violations that continue after a cease and desist order (rather than intentionally violating a cease and desist order), revoke the violating alternative retail electric supplier's certificate of service authority. Provides that complaints may be filed with the Commission by a consumer, or by the Commission on its own motion, when it appears that an alternative retail gas supplier has provided service in a manner not in compliance with specified provisions. Provides for actions that the Commission may take if, after notice and hearing, the Commission finds that an alternative retail gas supplier has violated specified provisions.

LRB102 21371 SPS 30483 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 16-115, 16-115B, 16-115C, and 19-110 as follows:

6 (220 ILCS 5/16-115)

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

9 (a) Any alternative retail electric supplier must obtain a
10 certificate of service authority from the Commission in
11 accordance with this Section before serving any retail
12 customer or other user located in this State. An alternative
13 retail electric supplier may request, and the Commission may
14 grant, a certificate of service authority for the entire State
15 or for a specified geographic area of the State. A certificate
16 granted pursuant to this Section is not property and the grant
17 of a certificate to an entity does not create a property
18 interest in the certificate.

19 (b) An alternative retail electric supplier seeking a
20 certificate of service authority shall file with the
21 Commission a verified application containing information
22 showing that the applicant meets the requirements of this
23 Section. The alternative retail electric supplier shall

1 publish notice of its application in the official State
2 newspaper within 10 days following the date of its filing. No
3 later than 45 days after a complete ~~the~~ application is
4 properly filed with the Commission, and such notice is
5 published, the Commission shall issue its order granting or
6 denying the application.

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

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

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

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

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

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

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

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

8 (i) (blank);

9 (ii) (blank);

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

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

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

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

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

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

1 sequestered at least 50% of the total carbon emissions
2 that the facility would otherwise emit or that
3 sequestration of emissions from prior years has
4 failed, resulting in the release of carbon into the
5 atmosphere, the owner of the facility must offset
6 excess emissions. Any such carbon offsets must be
7 permanent, additional, verifiable, real, located
8 within the State of Illinois, and legally and
9 practicably enforceable. The costs of any such offsets
10 that are not recoverable shall not exceed \$15,000,000
11 ~~\$15 million~~ in any given year. No costs of any such
12 purchases of carbon offsets may be recovered from an
13 alternative retail electric supplier or its customers.
14 All carbon offsets purchased for this purpose and any
15 carbon emission credits associated with sequestration
16 of carbon from the facility must be permanently
17 retired. The initial clean coal facility shall not
18 forfeit its designation as a clean coal facility if
19 the facility fails to fully comply with the applicable
20 carbon sequestration requirements in any given year,
21 provided the requisite offsets are purchased. However,
22 the Attorney General, on behalf of the People of the
23 State of Illinois, may specifically enforce the
24 facility's sequestration requirement and the other
25 terms of this contract provision. Compliance with the
26 sequestration requirements and offset purchase

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

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

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

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

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

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

22 (9) That the applicant shall at all times remain in
23 compliance ~~continue to comply~~ with requirements for
24 certification stated in this Section and as the Commission
25 may establish by rule;

26 (10) That the applicant shall execute and maintain a

1 license or permit bond issued by a qualifying surety or
2 insurance company authorized to transact business in the
3 State of Illinois in favor of the People of the State of
4 Illinois. The amount of the bond shall equal \$30,000 if
5 the applicant seeks to serve only nonresidential retail
6 customers with maximum electrical demands of one megawatt
7 or more, \$150,000 if the applicant seeks to serve only
8 nonresidential ~~non-residential~~ retail customers with
9 annual electrical consumption greater than 15,000
10 kilowatt-hours ~~kwh~~, or \$500,000 if the applicant seeks to
11 serve all eligible customers. Applicants shall be required
12 to submit an additional \$500,000 bond if the applicant
13 intends to market to residential customers using in-person
14 solicitations. The bonds ~~bond~~ shall be conditioned upon
15 the full and faithful performance of all duties and
16 obligations of the applicant as an alternative retail
17 electric supplier, ~~and~~ shall be valid for a period of not
18 less than one year, and may be drawn upon in whole or in
19 part to satisfy any penalty imposed by the Commission. The
20 cost of the bond shall be paid by the applicant. The
21 applicant shall file a copy of this bond, with a notarized
22 verification page from the issuer, as part of its
23 application for certification under 83 Ill. Adm. Code 451;
24 and

25 (11) That the applicant will comply with all other
26 applicable laws and regulations.

1 (d-3) The Commission may deny with prejudice an
2 application in which the applicant fails to provide the
3 Commission with information sufficient for the Commission to
4 grant the application.

5 (d-5) (Blank).

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

25 (f) The Commission shall have the authority to promulgate
26 rules and regulations to carry out the provisions of this

1 Section. On or before May 1, 1999, the Commission shall adopt a
2 rule or rules applicable to the certification of those
3 alternative retail electric suppliers that seek to serve only
4 nonresidential retail customers with maximum electrical
5 demands of one megawatt or more which shall provide for (i)
6 expedited and streamlined procedures for certification of such
7 alternative retail electric suppliers and (ii) specific
8 criteria which, if met by any such alternative retail electric
9 supplier, shall constitute the demonstration of technical,
10 financial and managerial resources and abilities to provide
11 service required by paragraph (1) of subsection (d) ~~(1)~~ of
12 this Section, such as a requirement to post a bond or letter of
13 credit, from a responsible surety or financial institution, of
14 sufficient size for the nature and scope of the services to be
15 provided; demonstration of adequate insurance for the scope
16 and nature of the services to be provided; and experience in
17 providing similar services in other jurisdictions.

18 (g) An alternative retail electric supplier may seek
19 confidential treatment for the following information by filing
20 an affidavit with the Commission so long as the affidavit
21 meets the requirements in this subsection (g):

22 (1) the total annual kilowatt-hours delivered and sold
23 by an alternative retail electric supplier to retail
24 customers within each utility service territory and the
25 total annual kilowatt-hours delivered and sold by an
26 alternative retail electric supplier to retail customers

1 in all utility service territories in the preceding
2 calendar year as required by 83 Ill. Adm. Code 451.770;

3 (2) the total peak demand supplied by an alternative
4 retail electric supplier during the previous year in each
5 utility service territory as required by 83 Ill. Adm. Code
6 465.40;

7 (3) a good faith estimate of the amount an alternative
8 retail electric supplier expects to be obliged to pay the
9 utility under single billing tariffs during the next 12
10 months and the amount of any bond or letter of credit used
11 to demonstrate an alternative retail electric supplier's
12 credit worthiness to provide single billing services
13 pursuant to 83 Ill. Adm. Code 451.510(a) and (b).

14 The affidavit must be filed contemporaneously with the
15 information for which confidential treatment is sought and
16 must clearly state that the affiant seeks confidential
17 treatment pursuant to this subsection (g) and the information
18 for which confidential treatment is sought must be clearly
19 identified on the confidential version of the document filed
20 with the Commission. The affidavit must be accompanied by a
21 "confidential" and a "public" version of the document or
22 documents containing the information for which confidential
23 treatment is sought.

24 If the alternative retail electric supplier has met the
25 affidavit requirements of this subsection (g), then the
26 Commission shall afford confidential treatment to the

1 information identified in the affidavit for a period of 2
2 years after the date the affidavit is received by the
3 Commission.

4 Nothing in this subsection (g) prevents an alternative
5 retail electric supplier from filing a petition with the
6 Commission seeking confidential treatment for information
7 beyond that identified in this subsection (g) or for
8 information contained in other reports or documents filed with
9 the Commission other than annual rate reports.

10 Nothing in this subsection (g) prevents the Commission, on
11 its own motion, or any party from filing a formal petition with
12 the Commission seeking to reconsider the conferring of
13 confidential status on an item of information afforded
14 confidential treatment pursuant to this subsection (g).

15 The Commission, on its own motion, may at any time
16 initiate a docketed proceeding to investigate the continued
17 applicability of this subsection (g) to the information
18 contained in items (i), (ii), and (iii) of this subsection
19 (g). If, at the end of such investigation, the Commission
20 determines that a particular item of information should no
21 longer be eligible for the affidavit-based process outlined in
22 this subsection (g), the Commission may enter an order to
23 remove that item from the list of items eligible for the
24 process set forth in this subsection (g). Notwithstanding any
25 such order, in the event the Commission makes such a
26 determination, nothing in this subsection (g) prevents an

1 alternative retail electric supplier desiring confidential
2 treatment for such information from filing a formal petition
3 with the Commission seeking confidential treatment for such
4 information.

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

6 (220 ILCS 5/16-115B)

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

9 (a) The Commission shall have jurisdiction in accordance
10 with the provisions of Article X of this Act to entertain and
11 dispose of any complaint by an individual consumer, a group or
12 organization, or on its own motion against any alternative
13 retail electric supplier alleging (i) that the alternative
14 retail electric supplier has violated or is in nonconformance
15 with any applicable provisions of Section 16-115 through
16 Section 16-115A; (ii) that the alternative retail electric
17 supplier violated rules adopted by the Commission to govern
18 the sales, marketing, or operations of retail electric
19 suppliers; (iii) that an alternative retail electric supplier
20 serving residential and small commercial customers ~~retail~~
21 ~~customers having maximum demands of less than one megawatt has~~
22 failed to provide service in accordance with the terms of its
23 contract or contracts with such customer or customers; (iii)
24 that the alternative retail electric supplier has violated or
25 is in non-conformance with the delivery services tariff of, or

1 any of its agreements relating to delivery services with, the
2 electric utility, municipal system, or electric cooperative
3 providing delivery services; or (iv) that the alternative
4 retail electric supplier has violated or failed to comply with
5 the requirements of Sections 8-201 through 8-207, 8-301,
6 8-505, or 8-507 of this Act as made applicable to alternative
7 retail electric suppliers.

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

10 (1) To order an alternative retail electric supplier
11 to cease and desist, or correct, any violation of or
12 non-conformance with the provisions of Section 16-115 or
13 16-115A;

14 (2) To impose financial penalties for violations of or
15 non-conformances with the provisions of Section 16-115 or
16 16-115A, not to exceed ~~(i)~~ \$10,000 per occurrence. Should
17 any violations continue after the Commission issues a
18 cease and desist order, the Commission may impose
19 penalties not to exceed ~~or (ii)~~ \$30,000 per day for each
20 day the violations continue ~~for these violations or~~
21 ~~non-conformances which continue after the Commission~~
22 ~~issues a cease and desist order;~~ and

23 (3) To alter, modify, revoke, or suspend the
24 certificate of service authority of an alternative retail
25 electric supplier for substantial or repeated violations
26 of or non-conformances with the provisions of Section

1 16-115 or 16-115A.

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

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

24 (220 ILCS 5/16-115C)

25 Sec. 16-115C. Licensure of agents, brokers, and

1 consultants engaged in the procurement or sale of retail
2 electricity supply for third parties.

3 (a) The purpose of this Section is to adopt licensing and
4 code of conduct rules in a competitive retail electricity
5 market to protect Illinois consumers from unfair or deceptive
6 acts or practices and to provide persons acting as agents,
7 brokers, and consultants engaged in the procurement or sale of
8 retail electricity supply for third parties with notice of the
9 illegality of those acts or practices.

10 (a-5) All third-party sales representatives engaged in the
11 marketing of retail electricity supply must, prior to the
12 customer signing a contract, disclose that they are not
13 employed by the electric utility operating in the applicable
14 service territory.

15 (b) For purposes of this Section, "agents, brokers, and
16 consultants engaged in the procurement or sale of retail
17 electricity supply for third parties" means any person or
18 entity that attempts to procure on behalf of or sell retail
19 electric service to an electric customer in the State.
20 "Agents, brokers, and consultants engaged in the procurement
21 or sale of retail electricity supply for third parties" does
22 not include the Illinois Power Agency or any of its employees,
23 any entity licensed as an alternative retail electric supplier
24 pursuant to 83 Ill. Adm. Code 451 offering retail electric
25 service on its own behalf, any person acting exclusively on
26 behalf of a single alternative retail electric supplier on

1 condition that exclusivity is disclosed to any third party
2 contracted in such agent capacity, any person acting
3 exclusively on behalf of a retail electric supplier on
4 condition that exclusivity is disclosed to any third party
5 contracted in such agent capacity, any person or entity
6 representing a municipal power agency, as defined in Section
7 11-119.1-3 of the Illinois Municipal Code, or any person or
8 entity that is attempting to procure on behalf of or sell
9 retail electric service to a third party that has aggregate
10 billing demand of all of its affiliated electric service
11 accounts in Illinois of greater than 1,500 kilowatts ~~kW~~.

12 (c) No person or entity shall act as an agent, broker, or
13 consultant engaged in the procurement or sale of retail
14 electricity supply for third parties unless that person or
15 entity is licensed by the Commission under this Section or is
16 offering services on their own behalf under 83 Ill. Adm. Code
17 451. A license granted pursuant to this Section is not
18 property and the grant of a license to an entity does not
19 create a property interest in the license.

20 (d) The Commission shall create requirements for licensure
21 as an agent, broker, or consultant engaged in the procurement
22 or sale of retail electricity supply for third parties, which
23 shall include all of the following criteria:

24 (1) Technical competence.

25 (2) Managerial competence.

26 (3) Financial responsibility, including the posting of

1 an appropriate performance bond.

2 (4) Annual reporting requirements.

3 (e) Any person or entity required to be licensed under
4 this Section must:

5 (1) disclose in plain language in writing to all
6 persons it solicits (i) before July 1, 2011, the total
7 anticipated remuneration to be paid to it by any third
8 party over the period of the proposed underlying customer
9 contract and (ii) on or after July 1, 2011, the total price
10 per kilowatt-hour, and the total anticipated cost,
11 inclusive of all fees or commissions received by the
12 licensee, to be paid by the customer over the period of the
13 proposed underlying customer contract;

14 (2) disclose, if applicable, to all customers, prior
15 to the customer signing a contract, the fact that they
16 will be receiving compensation from the supplier;

17 (3) not hold itself out as independent or unaffiliated
18 with any supplier, or both, or use words reasonably
19 calculated to give that impression, unless the person
20 offering service under this Section has no contractual
21 relationship with any retail electricity supplier or its
22 affiliates regarding retail electric service in Illinois;

23 (4) not utilize false, misleading, materially
24 inaccurate, defamatory, or otherwise deceptive language or
25 materials in the soliciting or providing of its services;

26 (5) maintain copies of all marketing materials

1 disseminated to third parties for a period of not less
2 than 3 years;

3 (6) not present electricity pricing information in a
4 manner that favors one supplier over another, unless a
5 valid pricing comparison is made utilizing all relevant
6 costs and terms; and

7 (7) comply with the requirements of Sections 2EE, 2FF,
8 2GG, and 2HH of the Consumer Fraud and Deceptive Business
9 Practices Act.

10 (f) Any person or entity licensed under this Section shall
11 file with the Commission all of the following information no
12 later than March of each year:

13 (1) A verified report detailing any and all
14 contractual relationships that it has with certified
15 electricity suppliers in the State regarding retail
16 electric service in Illinois.

17 (2) A verified report detailing the distribution of
18 its customers with the various certified electricity
19 suppliers in Illinois during the prior calendar year. A
20 report under this Section shall not be required to contain
21 customer-identifying information.

22 A public redacted version of the verified report may
23 be submitted to the Commission along with a proprietary
24 version. The public redacted version may redact from the
25 verified report the name or names of every certified
26 electricity supplier contained in the report to protect

1 against disclosure of competitively sensitive market share
2 information. The information shall be afforded proprietary
3 treatment for 2 years after the date of the filing of the
4 verified report.

5 (3) A verified statement of any changes to the
6 original licensure qualifications and notice of continuing
7 compliance with all requirements.

8 (g) The Commission shall have jurisdiction over
9 ~~disciplinary proceedings and complaints,~~ including on the
10 Commission's own motion, for violations of this Section. The
11 findings of a violation of this Section by the Commission
12 shall result in discipline on a progressive ~~a progressive~~
13 ~~disciplinary~~ scale. For a first violation, the Commission may,
14 in its discretion, suspend the license of the person or entity
15 ~~so disciplined~~ for a period of no less than one month. For a
16 second violation within a 5-year period, the Commission shall
17 suspend the license of for the person or entity ~~so disciplined~~
18 for a period of not less than 6 months. For a third or
19 subsequent violation within a 5-year period, the Commission
20 shall suspend the license of the disciplined person for a
21 period of not less than 2 years. Notwithstanding the minimum
22 progressive suspensions, the Commission shall have authority,
23 in its discretion, to impose whatever disciplinary measures it
24 deems appropriate for any violation, including, but not
25 limited to, terminating the license of the person or entity.

26 (h) This Section shall not apply to a retail customer that

1 operates or manages either directly or indirectly any
2 facilities, equipment, or property used or contemplated to be
3 used to distribute electric power or energy if that retail
4 customer is a political subdivision or public institution of
5 higher education of this State, or any corporation, company,
6 limited liability company, association, joint-stock company or
7 association, firm, partnership, or individual, or their
8 lessees, trusts, or receivers appointed by any court
9 whatsoever that are owned or controlled by the political
10 subdivision, public institution of higher education, or
11 operated by any of its lessees or operating agents.

12 (Source: P.A. 95-679, eff. 10-11-07; 96-1385, eff. 7-29-10.)

13 (220 ILCS 5/19-110)

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

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

20 (b) An alternative gas supplier must obtain a certificate
21 of service authority from the Commission in accordance with
22 this Section before serving any customer or other user located
23 in this State. An alternative gas supplier may request, and
24 the Commission may grant, a certificate of service authority
25 for the entire State or for a specified geographic area of the

1 State. A certificate granted pursuant to this Section is not
2 property and the grant of a certificate to an entity does not
3 create a property interest in the certificate. A person,
4 corporation, or other entity acting as an alternative gas
5 supplier on the effective date of this amendatory Act of the
6 92nd General Assembly shall have 180 days from the effective
7 date of this amendatory Act of the 92nd General Assembly to
8 comply with the requirements of this Section in order to
9 continue to operate as an alternative gas supplier.

10 (c) An alternative gas supplier seeking a certificate of
11 service authority shall file with the Commission a verified
12 application containing information showing that the applicant
13 meets the requirements of this Section. The alternative gas
14 supplier shall publish notice of its application in the
15 official State newspaper within 10 days following the date of
16 its filing. No later than 45 days after a complete ~~the~~
17 application is properly filed with the Commission, and such
18 notice is published, the Commission shall issue its order
19 granting or denying the application.

20 (d) An application for a certificate of service authority
21 shall identify the area or areas in which the applicant
22 intends to offer service and the types of services it intends
23 to offer. Applicants that seek to serve residential or small
24 commercial customers within a geographic area that is smaller
25 than a gas utility's service area shall submit evidence
26 demonstrating that the designation of this smaller area does

1 not violate Section 19-115. An applicant may state in its
2 application for certification any limitations that will be
3 imposed on the number of customers or maximum load to be
4 served. The applicant shall submit as part of its application
5 a statement indicating:

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

8 (2) Whether the applicant has had a natural gas
9 supplier license suspended or revoked by any state in the
10 United States.

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

13 (4) Whether the applicant is the subject of any
14 lawsuits filed in a court of law or formal complaints
15 filed with a regulatory agency alleging fraud, deception,
16 or unfair marketing practices, or other similar
17 allegations, identifying the name, case number, and
18 jurisdiction of each such lawsuit or complaint.

19 For the purposes of this subsection (d), formal complaints
20 include only those complaints that seek a binding
21 determination from a state or federal regulatory body.

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

26 (1) That the applicant possesses sufficient technical,

1 financial, and managerial resources and abilities to
2 provide the service for which it seeks a certificate of
3 service authority. In determining the level of technical,
4 financial, and managerial resources and abilities which
5 the applicant must demonstrate, the Commission shall
6 consider:

7 (A) the characteristics, including the size and
8 financial sophistication of the customers that the
9 applicant seeks to serve;

10 (B) whether the applicant seeks to provide gas
11 using property, plant, and equipment that it owns,
12 controls, or operates; and

13 (C) the applicant's commitment of resources to the
14 management of sales and marketing staff, through
15 affirmative managerial policies, independent audits,
16 technology, hands-on field monitoring and training,
17 and, in the case of applicants who will have sales
18 personnel or sales agents within the State of
19 Illinois, the applicant's managerial presence within
20 the State.

21 (2) That the applicant will comply with all applicable
22 federal, State, regional, and industry rules, policies,
23 practices, and procedures for the use, operation, and
24 maintenance of the safety, integrity, and reliability of
25 the gas transmission system.

26 (3) That the applicant will comply with such

1 informational or reporting requirements as the Commission
2 may by rule establish.

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

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

15 (6) That the applicant shall execute and maintain a
16 license or permit bond issued by a qualifying surety or
17 insurance company authorized to transact business in the
18 State of Illinois in favor of the People of the State of
19 Illinois. The amount of the bond shall equal \$150,000 if
20 the applicant seeks to serve only nonresidential retail
21 customers or \$500,000 if the applicant seeks to serve all
22 eligible customers. Applicants shall be required to submit
23 an additional \$500,000 bond if the applicant intends to
24 market to residential customers using in-person
25 solicitations. The bonds ~~bond~~ shall be conditioned upon
26 the full and faithful performance of all duties and

1 obligations of the applicant as an alternative retail gas
2 supplier, ~~and~~ shall be valid for a period of not less than
3 one year, and may be drawn up to satisfy any penalty
4 imposed by the Commission. The cost of the bond shall be
5 paid by the applicant. The applicant shall file a copy of
6 this bond, with a notarized verification page from the
7 issuer, as part of its application for certification under
8 83 Ill. Adm. Code 551.

9 (7) That the applicant will comply with all other
10 applicable laws and rules.

11 (e-5) The Commission may deny with prejudice an
12 application in which the applicant fails to provide the
13 Commission with information sufficient for the Commission to
14 grant the application.

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

18 (1) a party to the application proceeding has formally
19 requested that the Commission hold hearings in a pleading
20 that alleges that one or more of the allegations or
21 certifications in the application is false or misleading;
22 or

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

26 (g) The Commission shall have the authority to promulgate

1 rules to carry out the provisions of this Section. Within 30
2 days after the effective date of this amendatory Act of the
3 92nd General Assembly, the Commission shall adopt an emergency
4 rule or rules applicable to the certification of those gas
5 suppliers that seek to serve residential customers. Within 180
6 days of the effective date of this amendatory Act of the 92nd
7 General Assembly, the Commission shall adopt rules that
8 specify criteria which, if met by any such alternative gas
9 supplier, shall constitute the demonstration of technical,
10 financial, and managerial resources and abilities to provide
11 service required by paragraph ~~item~~ (1) of subsection (e) of
12 this Section, such as a requirement to post a bond or letter of
13 credit, from a responsible surety or financial institution, of
14 sufficient size for the nature and scope of the services to be
15 provided, demonstration of adequate insurance for the scope
16 and nature of the services to be provided, and experience in
17 providing similar services in other jurisdictions.

18 (h) The Commission may deny with prejudice any application
19 that repeatedly fails to include the attachments,
20 documentation, and affidavits required by the application form
21 or that ~~repeatedly~~ fails to provide any other information
22 required by this Section.

23 (i) An alternative gas supplier may seek confidential
24 treatment for the reporting to the Commission of its total
25 annual dekatherms delivered and sold by it to residential and
26 small commercial customers by utility service territory during

1 the preceding year via the filing of an affidavit with the
2 Commission so long as the affidavit meets the requirements of
3 this subsection (i). The affidavit must be filed
4 contemporaneously with the information for which confidential
5 treatment is sought and must clearly state that the affiant
6 seeks confidential treatment pursuant to this subsection (i)
7 and the information for which confidential treatment is sought
8 must be clearly identified on the confidential version of the
9 document filed with the Commission. The affidavit must be
10 accompanied by both a "confidential" and a "public" version of
11 the document or documents containing the information for which
12 confidential treatment is sought.

13 If the alternative gas supplier has met the affidavit
14 requirements of this subsection (i), then the Commission shall
15 afford confidential treatment to the information identified in
16 the affidavit for a period of 2 years after the date the
17 affidavit is received by the Commission.

18 Nothing in this subsection (i) prevents an alternative gas
19 supplier from filing a petition with the Commission seeking
20 confidential treatment for information beyond that identified
21 in this subsection (i) or for information contained in other
22 reports or documents filed with the Commission other than
23 annual rate reports.

24 Nothing in this subsection (i) prevents the Commission, on
25 its own motion, or any party from filing a formal petition with
26 the Commission seeking to reconsider the conferring of

1 confidential status pursuant to this subsection (i).

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

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

16 Section 10. The Consumer Fraud and Deceptive Business
17 Practices Act is amended by changing Sections 2EE and 2DDD as
18 follows:

19 (815 ILCS 505/2EE)

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

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

24 (i) the alternative retail electric supplier first

1 discloses all material terms and conditions of the offer
2 to the consumer;

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

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

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

1 If applicable, the statement shall include the
2 following statement:

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

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

10 (v) the alternative retail electric supplier has
11 confirmed the request for a change in accordance with one
12 of the following procedures:

13 (A) The new alternative retail electric supplier
14 has obtained the consumer's written or electronically
15 signed authorization in a form that meets the
16 following requirements:

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

24 (2) The letter of agency shall be a separate
25 document (an easily separable document containing
26 only the authorization language described in

1 subparagraph (5)) whose sole purpose is to
2 authorize an electric service provider change. The
3 letter of agency must be signed and dated by the
4 consumer requesting the electric service provider
5 change.

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

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

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

26 (i) The consumer's billing name and

1 address;

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

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

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

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

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

25 (B) An appropriately qualified independent third
26 party has obtained, in accordance with the procedures

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

12 Automated third-party verification systems and
13 3-way conference calls may be used for verification
14 purposes so long as the other requirements of this
15 subsection (b) are satisfied.

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

20 All third-party verification methods shall elicit,
21 at a minimum, the following information: (i) the
22 identity of the consumer; (ii) confirmation that the
23 person on the call is the account holder, has been
24 specifically and explicitly authorized by the account
25 holder, or possesses lawful authority to make the
26 supplier change; (iii) confirmation that the person on

1 the call wants to make the supplier change; (iv) the
2 names of the suppliers affected by the change; (v) the
3 service address of the supply to be switched; and (vi)
4 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. Third-party verifiers may not market the
8 supplier's services by providing additional
9 information, including information regarding
10 procedures to block or otherwise freeze an account
11 against further changes.

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

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

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

11 (1) the identity of the customer;

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

14 (3) confirmation that the person on the call
15 wants to make the supplier change;

16 (4) the names of the suppliers affected by the
17 change;

18 (5) the service address of the supply to be
19 switched; and

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

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

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

23 (2) An alternative retail electric supplier shall not
24 state or otherwise imply that the alternative retail electric
25 supplier is employed by, representing, endorsed by, or acting
26 on behalf of a utility or utility program, a consumer group or

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

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

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

1 governmental body to make the statements.

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

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

18 (3) An alternative retail electric supplier who
19 contacts consumers by telephone for the purpose of selling
20 electric power and energy service shall provide the
21 agent's name and identification number. Any telemarketing
22 solicitations that lead to a telephone enrollment of a
23 consumer must be recorded and retained for a minimum of 2
24 years. All telemarketing calls of consumers 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 (4) During an inbound enrollment call, an alternative
3 retail electric supplier shall state that he or she
4 represents an independent seller of electric power and
5 energy service certified by the Illinois Commerce
6 Commission. All inbound enrollment calls that lead to an
7 enrollment shall be recorded, and the recordings shall be
8 retained for a minimum of 2 years. An inbound enrollment
9 call that does not lead to an enrollment, but lasts at
10 least 2 minutes, shall be retained for a minimum of 6
11 months. The alternative retail electric supplier shall
12 send the Uniform Disclosure Statement and contract to the
13 customer within 3 business days after the electric
14 utility's confirmation to the alternative retail electric
15 supplier of an accepted enrollment.

16 (5) If a direct mail solicitation to a consumer
17 includes a written letter of agency, it shall include the
18 Uniform Disclosure Statement described in 83 Ill. Adm.
19 Code 412.115 and 412.Appendix A. The Uniform Disclosure
20 Statement shall be provided on a separate page from the
21 other marketing materials included in the direct mail
22 solicitation. If a written letter of agency is being used
23 to authorize a consumer's enrollment, the written letter
24 of agency shall comply with this Section. A copy of the
25 contract must be sent to consumer within 3 business days
26 after the electric utility's confirmation to the

1 alternative retail electric supplier of an accepted
2 enrollment.

3 (6) Online Solicitation.

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

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

26 (C) The enrollment website of the alternative

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

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

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

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

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

25 (ii) a statement in bold lettering, in at
26 least 12-point font, that the contract will

1 automatically renew unless the customer cancels
2 it;

3 (iii) the billing cycle in which service under
4 the current term will expire;

5 (iv) the billing cycle in which service under
6 the new term will begin;

7 (v) the process and options available to the
8 consumer to reject the new contract terms;

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

12 (vii) the terms and conditions of the new
13 contract term;

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

25 (ix) the phone number and Internet ~~email~~
26 address to submit a consumer inquiry or complaint

1 to the Illinois Commerce Commission and the Office
2 of the Attorney General.

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

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

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

1 shall comply with Section 2N of this Act.

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

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

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

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

25 (2) Require the violating alternative retail electric
26 supplier to pay to the consumer's authorized electric

1 service provider the amount the authorized electric
2 service provider would have collected for the electric
3 service. The Commission is authorized to reduce this
4 payment by any amount already paid by the violating
5 alternative retail electric supplier to the consumer's
6 authorized provider for electric service.

7 (3) Require the violating alternative retail electric
8 supplier to pay a fine of up to \$10,000 ~~\$1,000~~ into the
9 Public Utility Fund for each ~~repeated and intentional~~
10 violation of this Section.

11 (4) Issue a cease and desist order.

12 (5) For a pattern of violation of this Section or for
13 violations that continue after ~~intentionally violating~~ a
14 cease and desist order, revoke the violating alternative
15 retail electric supplier's certificate of service
16 authority.

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

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

20 "Alternative retail electric supplier" has the meaning
21 given to that term in Section 16-102 of the Public Utilities
22 Act.

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

24 (815 ILCS 505/2DDD)

25 Sec. 2DDD. Alternative gas suppliers.

1 (a) Definitions.

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

4 (2) "Gas utility" has the same meaning as in Section
5 19-105 of the Public Utilities Act.

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

9 (c) Solicitation.

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

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

1 (2.3) An alternative gas supplier shall state that it
2 represents an independent seller of gas certified by the
3 Illinois Commerce Commission and that he or she is not
4 employed by, representing, endorsed by, or acting on
5 behalf of a utility, or a utility program.

6 (2.5) All in-person and telephone solicitations shall
7 be conducted in, translated into, and provided in a
8 language 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 this Act.

16 (3) An alternative gas supplier shall clearly and
17 conspicuously disclose the following information to all
18 customers:

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

21 (B) where the solicitation occurs in person,
22 including through door-to-door solicitation, the
23 salesperson's name;

24 (C) the alternative gas supplier's contact
25 information, including the address, phone number, and
26 website;

1 (D) contact information for the Illinois Commerce
2 Commission, including the toll-free number for
3 consumer complaints and website;

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

10 (F) the amount of the early termination fee, if
11 any; and

12 (G) the utility gas supply cost rates per therm
13 price available from the Illinois Commerce Commission
14 website applicable at the time the alternative gas
15 supplier is offering or selling the products or
16 services to the customer and shall disclose the
17 following statement:

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

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

6 (5) An alternative gas supplier engaging in
7 door-to-door solicitation of consumers shall provide the
8 information described in paragraph (3) of this subsection
9 (c) during all door-to-door solicitations that result in a
10 customer deciding to switch his or her supplier.

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

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

24 (A) An alternative gas supplier shall obtain any
25 necessary written or electronically signed
26 authorization from a customer for a change in natural

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

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

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

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

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

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

6 (ii) the decision to change the natural gas
7 provider from the current provider to the
8 prospective alternative gas supplier;

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

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

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

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

24 (2) An appropriately qualified independent third party
25 has obtained, in accordance with the procedures set forth
26 in this paragraph (2), the customer's oral authorization

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

20 (A) the identity of the customer;

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

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

25 (D) the names of the providers affected by the
26 change;

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

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

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

25 (3) The alternative gas supplier has obtained the
26 customer's electronic authorization to change natural gas

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

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

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

19 (A) the identity of the customer;

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

22 (C) confirmation that the person on the call wants
23 to make the provider change;

24 (D) the names of the providers affected by the
25 change;

26 (E) the service address of the service to be

1 switched; and

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

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

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

18 (A) The Internet enrollment website shall, at a
19 minimum, include:

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

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

25 (B) Any electronic version of the contract shall
26 be identified by version number, in order to ensure

1 the ability to verify the particular contract to which
2 the customer assents.

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

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

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

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

25 Alternative gas suppliers must be in compliance with the
26 provisions of this subsection (d) within 90 days after April

1 10, 2009 (the effective date of Public Act 95-1051).

2 (e) Early Termination.

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

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

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

21 (1) that the gas utility shall send a notice
22 confirming the switch;

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

26 (3) that the customer may contact the gas utility or

1 the alternative gas supplier to rescind the switch within
2 10 business days; and

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

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

8 (f-5)(1) Beginning January 1, 2020, an alternative gas
9 supplier shall not sell or offer to sell any products or
10 services to a consumer pursuant to a contract in which the
11 contract automatically renews, unless an alternative gas
12 supplier provides to the consumer at the outset of the offer,
13 in addition to other disclosures required by law, a separate
14 written statement titled "Automatic Contract Renewal" that
15 clearly and conspicuously discloses in bold lettering in at
16 least 12-point font the terms and conditions of the automatic
17 contract renewal provision, including: (i) the estimated bill
18 cycle on which the initial contract term expires and a
19 statement that it could be later based on when the utility
20 accepts the initial enrollment; (ii) the estimated bill cycle
21 on which the new contract term begins and a statement that it
22 will immediately follow the last billing cycle of the current
23 term; (iii) the procedure to terminate the contract before the
24 new contract term applies; and (iv) the cancellation
25 procedure. If the alternative gas supplier sells or offers to
26 sell the products or services to a consumer during an

1 in-person solicitation or telemarketing solicitation, the
2 disclosures described in this paragraph (1) shall also be made
3 to the consumer verbally during the solicitation. Nothing in
4 this paragraph (1) shall be construed to apply to contracts
5 entered into before January 1, 2020.

6 (2) At least 30 days before, but not more than 60 days
7 prior, to the end of the initial contract term, in any and all
8 contracts that automatically renew after the initial term, the
9 alternative gas supplier shall send, in addition to other
10 disclosures required by law, a separate written notice of the
11 contract renewal to the consumer that clearly and
12 conspicuously discloses the following:

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

17 (B) a statement in bold lettering, in at least
18 12-point font, that the contract will automatically renew
19 unless the customer cancels it;

20 (C) the billing cycle in which service under the
21 current term will expire;

22 (D) the billing cycle in which service under the new
23 term will begin;

24 (E) the process and options available to the consumer
25 to reject the new contract terms;

26 (F) the cancellation process if the consumer's

1 contract automatically renews before the consumer rejects
2 the new contract terms;

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

4 (H) for a fixed rate or flat bill contract, a
5 side-by-side comparison of the current fixed rate or flat
6 bill to the new fixed rate or flat bill; for a variable
7 rate contract or time-of-use product in which the first
8 month's renewal price can be determined, a side-by-side
9 comparison of the current price and the price for the
10 first month of the new variable or time-of-use price; or
11 for a variable or time-of-use contract based on a publicly
12 available index, a side-by-side comparison of the current
13 formula and the new formula; and

14 (I) the phone number and Internet ~~email~~ address to
15 submit a consumer inquiry or complaint to the Illinois
16 Commerce Commission and the Office of the Attorney
17 General.

18 (3) An alternative gas supplier shall not automatically
19 renew a consumer's enrollment after the current term of the
20 contract expires when the current term of the contract
21 provides that the consumer will be charged a fixed rate and the
22 renewed contract provides that the consumer will be charged a
23 variable rate, unless: (i) the alternative gas supplier
24 complies with paragraphs (1) and (2); and (ii) the customer
25 expressly consents to the contract renewal in writing or by
26 electronic signature at least 30 days, but no more than 60

1 days, before the contract expires.

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

5 (g) The provisions of this Section shall apply only to
6 alternative gas suppliers serving or seeking to serve
7 residential and small commercial customers and only to the
8 extent such alternative gas suppliers provide services to
9 residential and small commercial customers.

10 (h) Complaints may be filed with the Commission under this
11 Section by a consumer whose gas service has been provided by an
12 alternative retail gas supplier in a manner not in compliance
13 with this Section or by the Commission on its own motion when
14 it appears to the Commission that an alternative retail gas
15 supplier has provided service in a manner not in compliance
16 with this Section. If, after notice and hearing, the
17 Commission finds that an alternative retail gas supplier has
18 violated this Section, the Commission may in its discretion do
19 any one or more of the following:

20 (1) require the violating alternative retail gas
21 supplier to refund to the consumer charges collected in
22 excess of those that would have been charged by the
23 consumer's authorized gas service provider;

24 (2) require the violating alternative retail gas
25 supplier to pay to the consumer's authorized gas service
26 provider the amount the authorized gas service provider

1 would have collected for the gas service. The Commission
2 is authorized to reduce this payment by any amount already
3 paid by the violating alternative retail gas to the
4 consumer's authorized provider for gas service;

5 (3) require the violating alternative retail electric
6 supplier to pay a fine of up to \$10,000 per occurrence into
7 the Public Utility Fund for each violation of this
8 Section;

9 (4) issue a cease and desist order; and

10 (5) for a pattern of violation of this Section or for
11 violations that continue after a cease and desist order,
12 revoke the violating alternative retail gas supplier's
13 certificate of service authority.

14 (Source: P.A. 101-590, eff. 1-1-20; 102-558, eff. 8-20-21.)