

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](http://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](http://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.)