



Rep. Marcus C. Evans, Jr.

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1 AMENDMENT TO SENATE BILL 3903

2 AMENDMENT NO. _____. Amend Senate Bill 3903 on page 1,
3 line 5 by replacing "16-115 and 16-115A" with "16-115,
4 16-115A, and 16-222"; and

5 on page 22, by replacing line 8 with "provided under
6 subsection (f-15), to the information"; and

7 on page 22, immediately below line 10, by inserting the
8 following:

9 "(1) An alternative retail electric supplier shall
10 file such notice under the docket number assigned to the
11 alternative retail electric supplier's certification
12 application. The supplier also shall serve such notice
13 upon the electric utility serving customers in the service
14 area where the alternative retail electric supplier is
15 certified to provide service.

16 (2) After notice and an opportunity for a hearing, the

1 Commission may (i) suspend, rescind, or conditionally
2 rescind an alternative retail electric supplier's
3 certificate if it determines that the material change will
4 adversely affect the alternative retail electric
5 supplier's fitness or ability to provide the services for
6 which it is certified or (ii) require the alternative
7 retail electric supplier to provide reasonable financial
8 assurances sufficient to protect the supplier's customers
9 and electric utility from default.

10 (f-15) Material changes to the information contained in or
11 supplied with a certification application include, but are not
12 limited to, the following:

13 (1) any significant change in ownership, including an
14 ownership interest of 5% or more, of the applicant or
15 alternative retail electric supplier;

16 (2) an affiliation with any electric utility, electric
17 cooperative, or municipal system or change of an
18 affiliation with an electric utility, electric
19 cooperative, or municipal system in the State;

20 (3) retirement or other long-term changes to the
21 operational status of generation, transmission, or
22 distribution assets relied upon by the alternative retail
23 electric supplier to provide alternative retail electric
24 supplier service;

25 (4) if the alternative retail electric supplier has a
26 long-term bond rating from Standard and Poor's or its

1 successor, Fitch Ratings or its successor, or Moody's
2 Investor Service or its successor, and the alternative
3 retail electric supplier's long-term bond rating falls
4 below a rating of BBB as reported by Standard and Poor's or
5 its successor or Fitch Ratings or its successor, or below
6 a rating of Baa3 as reported by Moody's Investors Service
7 or its successor;

8 (5) the applicant or alternative retail electric
9 supplier has or intends to file for reorganization,
10 protection from creditors, or any other form of bankruptcy
11 with any court;

12 (6) any judgment, finding, or ruling by a court or
13 regulatory agency that could affect an alternative retail
14 electric supplier's fitness or ability to provide service
15 in the State;

16 (7) any change in the alternative retail electric
17 supplier's name or logo, including, but not limited to,
18 any change in the alternative retail electric supplier's
19 legal name, fictitious name, or assumed business name,
20 except for any logo and name the alternative retail
21 electric supplier provided as part of its original
22 certification process or that the alternative retail
23 electric supplier previously provided to the Commission
24 under this Section; and

25 (8) notwithstanding subsection (f-10), an alternative
26 retail electric supplier shall file a notification with

1 the Commission of any notice of financial default from a
2 financial institution or notice of default for failure to
3 settle for energy or capacity deliveries from the
4 alternative retail electric supplier's regional
5 transmission operator or a distribution utility, within
6 one business day."; and

7 on page 22, immediately below line 22, by inserting the
8 following:

9 "(220 ILCS 5/16-122)

10 Sec. 16-122. Customer information.

11 (a) Upon the request of a retail customer, or a person who
12 presents verifiable authorization and is acting as the
13 customer's agent, and payment of a reasonable fee, electric
14 utilities shall provide to the customer or its authorized
15 agent the customer's billing and usage data.

16 (b) Upon request from any alternative retail electric
17 supplier and payment of a reasonable fee, an electric utility
18 serving retail customers in its service area shall make
19 available generic information concerning the usage, load shape
20 curve or other general characteristics of customers by rate
21 classification. Provided however, no customer specific
22 billing, usage or load shape data shall be provided under this
23 subsection unless authorization to provide such information is
24 provided by the customer pursuant to subsection (a) of this

1 Section.

2 Notwithstanding the requirements of this Section or
3 subsection (d) of Section 16-108.6, if an alternative retail
4 electric supplier warrants to an electric utility serving more
5 than 500,000 retail customers that the alternative retail
6 electric supplier's customer has provided consent as described
7 in subsection (e) of Section 2EE of the Consumer Fraud and
8 Deceptive Business Practices Act, then until either the
9 customer contacts the alternative retail electric supplier to
10 opt out or the customer is no longer served by the alternative
11 retail electric supplier:

12 (1) An electric utility serving more than 500,000
13 retail customers shall electronically transmit interval
14 meter usage data at the end of each monthly billing period
15 for each residential retail customer for which the
16 alternative retail electric supplier is providing electric
17 power and energy supply service, for which the alternative
18 retail electric supplier has requested such information,
19 and for which the electric utility meters the residential
20 customer using automated metering infrastructure
21 equipment. Such data transmission shall occur no later
22 than one business day after the electric utility serving
23 more than 500,000 retail customers validates the interval
24 meter usage data with the monthly billing period for such
25 residential retail customer through an electronic data
26 interchange or secure interface for which the alternative

1 retail electric supplier has requested such information
2 and upon payment of a reasonable and amortized fee, if
3 necessary, to recover the utility's prudently and
4 reasonably incurred costs, approved by the Commission
5 after notice and hearing, to provide this service. The
6 interval meter usage data shall be provided at a minimum
7 on an hourly basis or on a 30-minute or 15-minute basis if
8 available. In addition, not later than the following day,
9 the electric utility shall provide unverified interval
10 data through an electronic data interchange or secure
11 interface for which the alternative retail electric
12 supplier has requested such information and upon payment
13 of a reasonable and amortized fee, if necessary, to
14 recover the utility's prudently and reasonably incurred
15 costs, approved by the Commission after notice and
16 hearing, to provide this service. The unverified interval
17 meter usage data shall be provided at a minimum on an
18 hourly basis, or on a 30-minute or 15-minute basis if
19 available. The same processes shall apply for
20 nonresidential retail customers.

21 (2) An electric utility serving more than 500,000
22 retail customers shall submit tariffs to the Commission
23 for approval within 120 days of the effective date of this
24 amendatory Act of the 102nd General Assembly, if
25 necessary, to meet the minimum requirements of paragraph
26 (1) and provide such services no later than June 1, 2024.

1 (3) Nothing in this amendatory Act of the 102nd
2 General Assembly prohibits such utility from time to time
3 proposing new tariffs pursuant to Article IX to the extent
4 such tariffs are consistent with the requirements of this
5 amendatory Act of the 102nd General Assembly. Nothing in
6 this amendatory Act of the 102nd General Assembly shall
7 require such electric utility to alter its tariffs or
8 practices to the extent that they: (i) provide interval
9 data with shorter intervals; (ii) provide interval data
10 more frequently than monthly; or (iii) provide other
11 enhancements beyond the minimum standards required by
12 paragraph (1).

13 (4) An alternative retail electric supplier shall use
14 such interval meter usage data for the development,
15 marketing, and provision of current and future products
16 and services to enable such customers to more easily and
17 effectively manage their energy consumption, including,
18 but not limited to, time-of-use pricing, demand response,
19 energy efficiency or management, beneficial
20 electrification, on-site or community generation, or any
21 other electricity-related products or services or as
22 otherwise authorized by the Commission.

23 (5) An alternative retail electric supplier shall not
24 sell interval data obtained under this Section. An
25 alternative retail electric supplier shall not provide,
26 share, or otherwise disclose a consumer's interval meter

1 data obtained under this Section, except an alternative
2 retail electric supplier may license or disclose a
3 customer's interval meter data obtained under this Section
4 if the following conditions are met: (i) the license or
5 disclosure is made to an alternative retail electric
6 supplier's affiliate or a third party with which the
7 alternative retail electric supplier has a contract; (ii)
8 the disclosure of a customer's interval meter data is made
9 only to perform the following functions on behalf of the
10 alternative retail electric supplier: billing and
11 invoicing, administration of the product or service
12 provided to the customer, or pricing products and services
13 for the customer; (iii) the alternative retail electric
14 supplier maintains responsibility for ensuring that its
15 affiliates or contracted third parties do not disclose,
16 license, sell to any other party, or otherwise misuse
17 customer interval data, including marketing to or
18 solicitation of a specific customer, obtained under this
19 Section; and (iv) the alternative retail electric supplier
20 maintains responsibility for ensuring that its affiliates
21 and contracted third parties purge such data upon
22 termination of their contract, ownership, affiliation, or
23 license or other agreement, or to the extent that the
24 customer interval data is no longer necessary for the
25 affiliate or contracted third party to perform the
26 function for which the customer interval data was

1 provided. An alternative retail electric supplier may not
2 provide a customer's interval meter data obtained under
3 this Section to a sales agent, broker, or consultant for
4 the purpose of marketing to that specific customer.

5 (6) Nothing in this Section prohibits an electric
6 utility serving more than 500,000 retail customers from
7 providing interval metering data to an alternative retail
8 electric supplier as otherwise authorized by law or order
9 of the Commission.

10 (7) No costs incurred by an electric utility to
11 provide data or services, including any and all data or
12 services provided or proposed under paragraphs (1) through
13 (3), or otherwise authorized by this Section or by this
14 amendatory Act of the 102nd General Assembly, shall be
15 paid by ratepayers. An electric utility may file a tariff
16 governing the provision of such information. Such fee
17 shall be approved by the Commission after notice and
18 hearing to recover the utility's prudently and reasonably
19 incurred and amortized costs to provide such service. The
20 tariff shall include an annual fee, paid by all
21 alternative retail electric suppliers, and the fee shall
22 be based upon a reasonable estimate of ongoing costs
23 expected to be incurred to provide the interval metering
24 data to alternative retail electric suppliers. Any costs
25 incurred and reflected in rate recovery at or before the
26 effective date of this amendatory Act of the 102nd General

1 Assembly shall remain recoverable in rates, and such
2 recovery shall be unaffected by the operation of this
3 Section. Any costs incurred related to utility systems
4 that support the provision of metering data to alternative
5 retail electric suppliers as well as other utility related
6 purposes shall remain recoverable in rates from utility
7 customers. Nothing in this Section shall be interpreted to
8 require any utility to offer metering services to any
9 party in a manner that prevents it from having a
10 reasonable opportunity to recover its associated costs. In
11 setting rates, the Commission shall not exclude any amount
12 from rate recovery and at the same time consider revenue
13 from the annual fees collected as a reduction to the
14 revenue requirement in a manner that denies the utility an
15 opportunity to fully recover the costs for service
16 offerings required by law to provide. Once the Commission
17 issues a final order approving an annual fee pursuant to
18 this paragraph, such order shall be evidence that all
19 costs are recovered from alternative retail electric
20 suppliers, and the order shall satisfy the requirement
21 that the costs associated with paragraphs (1) through (3),
22 or otherwise authorized by this Section or this amendatory
23 Act of the 102nd General Assembly, are not recovered from
24 ratepayers.

25 (c) Upon request from a unit of local government and
26 payment of a reasonable fee, an electric utility shall make

1 available information concerning the usage, load shape curves,
2 and other characteristics of customers by customer
3 classification and location within the boundaries of the unit
4 of local government, however, no customer specific billing,
5 usage, or load shape data shall be provided under this
6 subsection unless authorization to provide that information is
7 provided by the customer.

8 (d) All such customer information shall be made available
9 in a timely fashion in an electronic format, if available.

10 (Source: P.A. 92-585, eff. 6-26-02.)

11 Section 10. The Consumer Fraud and Deceptive Business
12 Practices Act is amended by changing Section 2EE as follows:

13 (815 ILCS 505/2EE)

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

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

18 (i) the alternative retail electric supplier first
19 discloses all material terms and conditions of the offer
20 to the consumer;

21 (ii) if the consumer is a small commercial retail
22 customer as that term is defined in subsection (c) of this
23 Section or a residential consumer, the alternative retail
24 electric supplier discloses the utility electric supply

1 price to compare, which shall be the sum of the electric
2 supply charge and the transmission services charge, and
3 shall not include the purchased electricity adjustment,
4 applicable at the time the offer is made to the consumer;

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

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

21 If applicable, the statement shall include the
22 following statement:

23 "The purchased electricity adjustment factor may
24 range between +.5 cents and -.5 cents per kilowatt
25 hour.";

26 (iv) the alternative retail electric supplier has

1 obtained the consumer's express agreement to accept the
2 offer after the disclosure of all material terms and
3 conditions of the offer; and

4 (v) the alternative retail electric supplier has
5 confirmed the request for a change in accordance with one
6 of the following procedures:

7 (A) The new alternative retail electric supplier
8 has obtained the consumer's written or electronically
9 signed authorization in a form that meets the
10 following requirements:

11 (1) An alternative retail electric supplier
12 shall obtain any necessary written or
13 electronically signed authorization from a
14 consumer for a change in electric service by using
15 a letter of agency as specified in this Section.
16 Any letter of agency that does not conform with
17 this Section is invalid.

18 (2) The letter of agency shall be a separate
19 document (an easily separable document containing
20 only the authorization language described in
21 subparagraph (5)) whose sole purpose is to
22 authorize an electric service provider change. The
23 letter of agency must be signed and dated by the
24 consumer requesting the electric service provider
25 change.

26 (3) The letter of agency shall not be combined

1 with inducements of any kind on the same document.

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

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

20 (i) The consumer's billing name and
21 address;

22 (ii) The decision to change the electric
23 service provider from the current provider to
24 the prospective provider;

25 (iii) The terms, conditions, and nature of
26 the service to be provided to the consumer

1 must be clearly and conspicuously disclosed,
2 in writing, and an alternative retail electric
3 supplier must directly establish the rates for
4 the service contracted for by the consumer;
5 and

6 (iv) That the consumer understand that any
7 alternative retail electric supplier selection
8 the consumer chooses may involve a charge to
9 the consumer for changing the consumer's
10 electric service provider.

11 (6) Letters of agency shall not suggest or
12 require that a consumer take some action in order
13 to retain the consumer's current electric service
14 provider.

15 (7) If any portion of a letter of agency is
16 translated into another language, then all
17 portions of the letter of agency must be
18 translated into that language.

19 (B) An appropriately qualified independent third
20 party has obtained, in accordance with the procedures
21 set forth in this subsection (b), the consumer's oral
22 authorization to change electric suppliers that
23 confirms and includes appropriate verification data.
24 The independent third party (i) must not be owned,
25 managed, controlled, or directed by the supplier or
26 the supplier's marketing agent; (ii) must not have any

1 financial incentive to confirm supplier change
2 requests for the supplier or the supplier's marketing
3 agent; and (iii) must operate in a location physically
4 separate from the supplier or the supplier's marketing
5 agent.

6 Automated third-party verification systems and
7 3-way conference calls may be used for verification
8 purposes so long as the other requirements of this
9 subsection (b) are satisfied.

10 A supplier or supplier's sales representative
11 initiating a 3-way conference call or a call through
12 an automated verification system must drop off the
13 call once the 3-way connection has been established.

14 All third-party verification methods shall elicit,
15 at a minimum, the following information: (i) the
16 identity of the consumer; (ii) confirmation that the
17 person on the call is the account holder, has been
18 specifically and explicitly authorized by the account
19 holder, or possesses lawful authority to make the
20 supplier change; (iii) confirmation that the person on
21 the call wants to make the supplier change; (iv) the
22 names of the suppliers affected by the change; (v) the
23 service address of the supply to be switched; and (vi)
24 the price of the service to be supplied and the
25 material terms and conditions of the service being
26 offered, including whether any early termination fees

1 apply. Third-party verifiers may not market the
2 supplier's services by providing additional
3 information, including information regarding
4 procedures to block or otherwise freeze an account
5 against further changes.

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

24 (C) When a consumer initiates the call to the
25 prospective alternative retail electric supplier, in
26 order to enroll the consumer as a customer, the

1 prospective alternative retail electric supplier must,
2 with the consent of the customer, make a date-stamped,
3 time-stamped audio recording that elicits, at a
4 minimum, the following information:

5 (1) the identity of the customer;

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

8 (3) confirmation that the person on the call
9 wants to make the supplier change;

10 (4) the names of the suppliers affected by the
11 change;

12 (5) the service address of the supply to be
13 switched; and

14 (6) the price of the service to be supplied
15 and the material terms and conditions of the
16 service being offered, including whether any early
17 termination fees apply.

18 Submitting suppliers shall maintain and preserve
19 the audio records containing the information set forth
20 above for a minimum period of 2 years.

21 (b) (1) An alternative retail electric supplier shall not
22 utilize the name of a public utility in any manner that is
23 deceptive or misleading, including, but not limited to
24 implying or otherwise leading a consumer to believe that an
25 alternative retail electric supplier is soliciting on behalf
26 of or is an agent of a utility. An alternative retail electric

1 supplier shall not utilize the name, or any other identifying
2 insignia, graphics, or wording that has been used at any time
3 to represent a public utility company or its services, to
4 identify, label, or define any of its electric power and
5 energy service offers. An alternative retail electric supplier
6 may state the name of a public electric utility in order to
7 accurately describe the electric utility service territories
8 in which the supplier is currently offering an electric power
9 and energy service. An alternative retail electric supplier
10 that is the affiliate of an Illinois public utility and that
11 was doing business in Illinois providing alternative retail
12 electric service on January 1, 2016 may continue to use that
13 public utility's name, logo, identifying insignia, graphics,
14 or wording in its business operations occurring outside the
15 service territory of the public utility with which it is
16 affiliated.

17 (2) An alternative retail electric supplier shall not
18 state or otherwise imply that the alternative retail electric
19 supplier is employed by, representing, endorsed by, or acting
20 on behalf of a utility or utility program, a consumer group or
21 consumer group program, or a governmental body, unless the
22 alternative retail electric supplier has entered into a
23 contractual arrangement with the governmental body and has
24 been authorized by the governmental body to make the
25 statements.

26 (c) An alternative retail electric supplier shall not

1 submit or execute a change in a consumer's selection of a
2 provider of electric service unless the alternative retail
3 electric supplier complies with the following requirements of
4 this subsection (c). It is a violation of this Section for an
5 alternative retail electric supplier to fail to comply with
6 this subsection (c). The requirements of this subsection (c)
7 shall only apply to residential and small commercial retail
8 customers. For purposes of this subsection (c) only, "small
9 commercial retail customer" has the meaning given to that term
10 in Section 16-102 of the Public Utilities Act.

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

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

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

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

12 (3) An alternative retail electric supplier who
13 contacts consumers by telephone for the purpose of selling
14 electric power and energy service shall provide the
15 agent's name and identification number. Any telemarketing
16 solicitations that lead to a telephone enrollment of a
17 consumer must be recorded and retained for a minimum of 2
18 years. All telemarketing calls of consumers that do not
19 lead to a telephone enrollment, but last at least 2
20 minutes, shall be recorded and retained for a minimum of 6
21 months.

22 (4) During an inbound enrollment call, an alternative
23 retail electric supplier shall state that he or she
24 represents an independent seller of electric power and
25 energy service certified by the Illinois Commerce
26 Commission. All inbound enrollment calls that lead to an

1 enrollment shall be recorded, and the recordings shall be
2 retained for a minimum of 2 years. An inbound enrollment
3 call that does not lead to an enrollment, but lasts at
4 least 2 minutes, shall be retained for a minimum of 6
5 months. The alternative retail electric supplier shall
6 send the Uniform Disclosure Statement and contract to the
7 customer within 3 business days after the electric
8 utility's confirmation to the alternative retail electric
9 supplier of an accepted enrollment.

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

23 (6) Online Solicitation.

24 (A) Each alternative retail electric supplier
25 offering electric power and energy service to
26 consumers online shall clearly and conspicuously make

1 all disclosures for any services offered through
2 online enrollment before requiring the consumer to
3 enter any personal information other than zip code,
4 electric utility service territory, or type of service
5 sought.

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

20 (C) The enrollment website of the alternative
21 retail electric supplier shall, at a minimum, include:
22 (i) disclosure of all material terms and conditions of
23 the offer; (ii) a statement that electronic acceptance
24 of the terms and conditions is an agreement to
25 initiate service and begin enrollment; (iii) a
26 statement that the consumer shall review the contract

1 or contact the current supplier to learn if any early
2 termination fees are applicable; and (iv) an email
3 address and toll-free phone number of the alternative
4 retail electric supplier where the customer can
5 express a decision to rescind the contract.

6 (7) (A) Beginning January 1, 2020, an alternative
7 retail electric supplier shall not sell or offer to sell
8 any products or services to a consumer pursuant to a
9 contract in which the contract automatically renews,
10 unless an alternative retail electric supplier provides to
11 the consumer at the outset of the offer, in addition to
12 other disclosures required by law, a separate written
13 statement titled "Automatic Contract Renewal" that clearly
14 and conspicuously discloses in bold lettering in at least
15 12-point font the terms and conditions of the automatic
16 contract renewal provision, including: (i) the estimated
17 bill cycle on which the initial contract term expires and
18 a statement that it could be later based on when the
19 utility accepts the initial enrollment; (ii) the estimated
20 bill cycle on which the new contract term begins and a
21 statement that it will immediately follow the last billing
22 cycle of the current term; (iii) the procedure to
23 terminate the contract before the new contract term
24 applies; and (iv) the cancellation procedure. If the
25 alternative retail electric 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 subparagraph (A) shall also
3 be made to the consumer verbally during the solicitation.
4 Nothing in this subparagraph (A) shall be construed to
5 apply to contracts entered into before January 1, 2020.

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

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

19 (ii) a statement in bold lettering, in at
20 least 12-point font, that the contract will
21 automatically renew unless the customer cancels
22 it;

23 (iii) the billing cycle in which service under
24 the current term will expire;

25 (iv) the billing cycle in which service under
26 the new term will begin;

1 (v) the process and options available to the
2 consumer to reject the new contract terms;

3 (vi) the cancellation process if the
4 consumer's contract automatically renews before
5 the consumer rejects the new contract terms;

6 (vii) the terms and conditions of the new
7 contract term;

8 (viii) for a fixed rate contract, a
9 side-by-side comparison of the current price and
10 the new price; for a variable rate contract or
11 time-of-use product in which the first month's
12 renewal price can be determined, a side-by-side
13 comparison of the current price and the price for
14 the first month of the new variable or time-of-use
15 price; or for a variable or time-of-use contract
16 based on a publicly available index, a
17 side-by-side comparison of the current formula and
18 the new formula; and

19 (ix) the phone number and email address to
20 submit a consumer inquiry or complaint to the
21 Illinois Commerce Commission and the Office of the
22 Attorney General.

23 (C) An alternative retail electric supplier shall
24 not automatically renew a consumer's enrollment after
25 the current term of the contract expires when the
26 current term of the contract provides that the

1 consumer will be charged a fixed rate and the renewed
2 contract provides that the consumer will be charged a
3 variable rate, unless: (i) the alternative retail
4 electric supplier complies with subparagraphs (A) and
5 (B); and (ii) the customer expressly consents to the
6 contract renewal in writing or by electronic signature
7 at least 30 days, but no more than 60 days, before the
8 contract expires.

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

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

22 (9) Beginning January 1, 2020, consumers shall have
23 the right to terminate their contract with the alternative
24 retail electric supplier at any time without any
25 termination fees or penalties.

26 (10) An alternative retail electric supplier shall not

1 submit a change to a customer's electric service provider
2 in violation of Section 16-115E of the Public Utilities
3 Act.

4 (c) Complaints may be filed with the Illinois Commerce
5 Commission under this Section by a consumer whose electric
6 service has been provided by an alternative retail electric
7 supplier in a manner not in compliance with this Section or by
8 the Illinois Commerce Commission on its own motion when it
9 appears to the Commission that an alternative retail electric
10 supplier has provided service in a manner not in compliance
11 with this Section. If, after notice and hearing, the
12 Commission finds that an alternative retail electric supplier
13 has violated this Section, the Commission may in its
14 discretion do any one or more of the following:

15 (1) Require the violating alternative retail electric
16 supplier to refund to the consumer charges collected in
17 excess of those that would have been charged by the
18 consumer's authorized electric service provider.

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

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

5 (4) Issue a cease and desist order.

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

10 (d) For purposes of this Section:

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

13 "Alternative retail electric supplier" has the meaning
14 given to that term in Section 16-102 of the Public Utilities
15 Act.

16 (e) (1) Before an alternative retail electric supplier may
17 warrant that it has a residential customer or small commercial
18 retail customer's express consent agreement to access interval
19 data pursuant to subsection (b) of Section 16-122 of the
20 Public Utilities Act, the alternative retail electric supplier
21 shall: (i) disclose to the consumer at the outset of the offer
22 that the alternative retail electric supplier will access the
23 consumer's interval data from the consumer's utility with the
24 consumer's express agreement, and the consumer's option to
25 refuse to provide express agreement to access the consumer's
26 interval data; and (ii) obtain the consumer's express

1 agreement for the alternative retail electric supplier to
2 access the consumer's interval data from the consumer's
3 utility in a separate letter of agency, a distinct response to
4 a third-party verification, or during a recorded enrollment
5 initiated by the consumer with the consumer's consent. The
6 disclosure by the alternative retail electric supplier to the
7 consumer in this Section shall be conducted in, translated
8 into, and provided in a language in which the consumer subject
9 to the disclosure is able to understand and communicate.

10 (2) Before an alternative retail electric supplier may
11 warrant to an electric utility that it has an express
12 agreement from a residential customer or small commercial
13 retail customer who was enrolled with the alternative retail
14 electric supplier prior to the effective date of this
15 amendatory Act of the 102nd General Assembly to access the
16 consumer's interval data pursuant to subsection (b) of Section
17 16-122 of the Public Utilities Act, an alternative retail
18 electric supplier shall: (i) disclose to the consumer that the
19 alternative retail electric supplier will access the
20 consumer's interval data from the consumer's utility with the
21 consumer's express agreement, which is a material change to
22 the consumer's existing contract terms, and the consumer's
23 option to refuse to provide express agreement to access the
24 consumer's interval data; and (ii) obtain the consumer's
25 express agreement for the alternative retail electric supplier
26 to change the consumer's material contract terms to access the

1 consumer's interval data from the consumer's utility in a
2 separate letter of agency, a distinct response to a
3 third-party verification, or during a recorded enrollment
4 initiated by the consumer with the consumer's consent. The
5 disclosure by the alternative retail electric supplier to the
6 consumer in this Section shall be conducted in, translated
7 into, and provided in a language in which the consumer subject
8 to the disclosure is able to understand and communicate.

9 (3) An alternative retail electric supplier may refuse to
10 enroll or may disenroll a residential customer or small
11 commercial retail customer in a product or service pursuant to
12 paragraph (4) of subsection (b) of Section 16-122 of the
13 Public Utilities Act if the residential customer or small
14 commercial retail customer does not provide or revokes consent
15 under this subsection.

16 (4) An alternative retail electric supplier shall not
17 warrant that it has a non-residential customer's, other than a
18 small commercial retail customer, consent to access interval
19 data pursuant to subsection (b) of Section 16-122 of the
20 Public Utilities Act unless the contract between the
21 alternative retail electric supplier and the customer
22 explicitly provides the alternative retail electric supplier
23 with permission to access the customer's interval meter usage
24 data.

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